

**IN THE MATTER OF AUTHORIZING REDUCTIONS TO THE 2010 APPROPRIATION  
BUDGETED AS REQUESTED BY THE COUNTY AUDITOR.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of December, 2010.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Janet Schuler, County Auditor has submitted the following request to the Board of County Commissioners:  
12/22/2010

Due to less monies received than estimated the 2010 Appropriation Budget needs adjusted for the following line items.

REDUCE:

006.0008.510200 Jobs & Family Salary	- 24,786.84	
006.0008.536600 Jobs & Family Health Insurance	<u>-204,996.97</u>	
Total Public Assistance Fund		-229,783.81
025.0025.530600 Recorder Fund Contract Services	- <u>1,400.00</u>	
Total Recorder's Fund		- 1,400.00
035.0035.510200 10 VOCA Salary	- 15,543.91	
035.0035.510201 10 VOCA Medicare	- <u>224.09</u>	
Total 10 VOCA fund		- 15,768.00
036.0036.530600 Econ Dev Contract Services	- <u>300.00</u>	
Total Economic Development		- 300.00
062.0062.530902 CPT Training	- <u>2,700.00</u>	
Total CPT		- 2,700.00
078.0078.530600 Sterilization Grant Contract Srv	- <u>1,000.00</u>	
Total Dog Sterilization		- 1,000.00
081.0081.530600 09 CDBG Formula Project	- 726.73	
081.0081.530602 09 CDBG Formula Fair Housing	- 3,400.00	
081.0081.531000 09 CDBG Formula Admin	- <u>8,004.13</u>	
Total 09 CDBG Formula		- 12,130.86
089.0089.535800 Insurance Claims	- <u>78,000.00</u>	
Total Insurance		- 78,000.00
091.0091.530600 FAA 10 Grant Construction	- 69,494.00	
091.0091.530601 FAA 10 Grant Planning	- 11,820.00	
091.0091.531100 FAA 10 Grant Admin	- <u>950.00</u>	
Total FAA Grant		- 82,264.00

Resolution – continued  
 Reductions in 2010 Appropriation  
 December 23, 2010

093.0093.530600 09 Vision #2 Construction	- 6,156.00	
093.0093.550200 09 Vision #2 Planning	- 2,754.00	
093.0093.550400 09 Vision #2 Admin	- <u>950.00</u>	
Total 09 Vision		- 9,860.00
098.0098.530600 08 Vision 100 Construction	- 2,075.00	
098.0098.530601 08 Vision 100 Engineering	- <u>175.00</u>	
Total 08 Vision		- 2,250.00
099.0099.530600 09 Vision 100 Construction	- <u>7,946.00</u>	
Total FAA Grant		- 7,946.00
100.0016.535800 Grand Lake Swr Transfers	- 13,370.10	
101.0016.535800 Villa Nova Transfers	- 72.69	
105.0016.535800 Sherwood Forest Transfers	- 655.40	
106.0016.535800 Pleasantview Transfers	- 369.02	
107.0016.535800 K/Z Sewer Transfers	- 288.05	
121.0016.535800 Forest Lane Transfers	- 302.35	
Ditch Construction (300's)	-130,299.35	
Ditch Maintenance (400's)	-332,464.56	
Total of Ditches		-477,821.52
508.0058.500100 Gas Rotary	- <u>8,789.24</u>	
Total Gas Rotary		- 8,789.24
Total Reductions		- <u>930,013.43</u>

Thanks,  
 s/Janet Schuler  
 Janet Schuler

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to make the appropriation budget reductions as requested and listed above.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
 23rd day of  
 December, 2010

BOARD OF COUNTY COMMISSIONERS  
 AUGLAIZE COUNTY, OHIO

Don Regula, yes  
 Don Regula

John N. Bergman, yes  
 John N. Bergman

Douglas A. Spencer, yes  
 Douglas A. Spencer

cc: County Auditor – Janet Schuler

**IN THE MATTER OF DOCUMENTING RECEIPT OF BIDS FOR SALE OF FOUR (4) 2007 JOHN DEERE HX 15 540 RPM BATWING MOWERS AND ONE (1) 1995 JOHN DEERE 5400 TRACTOR WITH 3 POINT HITCH, 540 PTO AND DUAL REMOTES FROM THE COUNTY HIGHWAY DEPARTMENT NO LONGER OF USE TO THE COUNTY, PURSUANT TO OHIO REVISED CODE SECTION 307.12; AWARDING BID TO LEHMKUHL FARMS, LLC FOR UNIT #1 AND BILL NUSS FOR UNIT #2.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of December, 2010.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

WHEREAS, this being the date set in Resolution #10-461 the Board of County Commissioners did receive and open the following bids for the sale of four (4) 2007 John Deere a Batwing mowers and one (1) 1995 John Deere 5400 Tractor which are no longer of use to the County Highway Department; and,

WHEREAS, the following bids were received:

	From: Lehmkuhl Farms, LLC	Bill Nuss
	Bill Lehmkuhl	13458 Howell Rd
	6630 State Route 119	St. Marys, OH 45885
	Minster, OH 45865	
Unit #1 Mower	\$10,250.00	\$ 8,656.00
Unit #2 Mower	\$ 9,900.00	\$ 8,656.00
Unit #3 Mower	\$ 8,250.00	\$ 8,576.00
Unit #4 Mower	\$10,100.00	\$ 8,576.00
John Deere Tractor	No Bid	No Bid

and,

WHEREAS, the bids were given to Engineer Doug Reinhart for his review; his recommendation was to award the bid to the highest and best bidder; same being Lehmkuhl Farm, LLC Unit #1 and Bill Nuss Unit #2. The bids for mowers Unit #3 & #4 were rejected

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby award the sale of the Unit #1 mower to Lehmkuhl Farms LLC for the amount of \$10,250.00 and Unit #2 mower to Bill Nuss for the amount of \$8,656.00.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
23rd day of  
December, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula . yes  
Don Regula

John N. Bergman yes  
John N. Bergman

Douglas A. Spencer . yes  
Douglas A. Spencer

cc: County Engineer  
Bidders

**IN THE MATTER OF AUTHORIZING EXPENDITURES FOR THE EMPLOYEES OF THE DEPARTMENT OF JOB & FAMILY SERVICES TO ATTEND MEETINGS OR ORGANIZATIONS SPECIFIED HEREIN DURING CALENDAR YEAR 2011.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of December, 2010.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, it is necessary for employees of the Auglaize County Department of Job & Family Services to attend various meetings and training throughout the year 2011; and,

**WHEREAS**, many of said meetings are sponsored by the Ohio Department of Job & Family Services, Training Institutes, Ohio Job & Family Services Directors Association, Public Children Service Agency Organizations and Ohio Child Support Association; and,

**WHEREAS**, expenses, if any, for these meetings and training shall not exceed the funds appropriated for travel with the agency's appropriation and shall be within the travel policies as established by the Board of County Commissioners, as well, as the policies found in the agency's Personnel Handbook.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize expenditures for the employees of the Auglaize County Department of Job & Family Services for meetings and training of the organizations specified herein throughout the calendar year 2011.

Commissioner Spencer seconded the motion and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
23rd day of  
December, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula      yes  
Don Regula  
John N. Bergman      yes  
John N. Bergman  
Douglas A. Spencer      yes  
Douglas A. Spencer

cc: Job & Family Services Dept.

**IN THE MATTER OF AUTHORIZING THE CONTRACT WITH POGGEMEYER DESIGN GROUP, AND THE EXECUTION THEREOF, TO PREPARE THE COMMUNITY DEVELOPMENT BLOCK GRANT - ECONOMIC DEVELOPMENT(CDBG-ED) APPLICATION FOR A NEW WASTEWATER TREATMENT PLANT IN THE VILLAGE OF MINSTER.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of December, 2010.

Commissioner Bergman moved the adoption of the following:  
**RESOLUTION**

**WHEREAS**, the Village of Minster has requested that Auglaize County file an application to obtain a CDBG - ED grant, for the Village of Minster to acquire funds to go towards financing a new wastewater treatment plant; and,

**WHEREAS**, the new wastewater treatment plant for the Village of Minster will enable growth in the Village.

**THEREFORE BE IT RESOLVED** by the Board of Commissioners of Auglaize County does hereby approve and authorize the submission of an application for CDBG-ED funding in the amount of \$500,000.00 from the Ohio Department of Development as requested by the Village of Minster; and,

**WHEREAS**, the Auglaize County Board of Commissioners has selected Poggemeyer Design Group to provide the professional planning services to assist Auglaize County with the preparation of the CDBG-ED application; and,

**WHEREAS**, Poggemeyer has provided to the Board a contract for its professional planning services with the cost estimated at \$10,000.00, this funding will come from the grant (Administration), Village of Minster or CDBG program income.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners of Auglaize County does hereby approve the contract as presented by Poggemeyer Design Group; and,

**BE IT FURTHER RESOLVED** that the Board does ratify that the President of the Board of County Commissioners execute said agreement.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
23rd day of  
December, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula , *yes*  
Don Regula

John N. Bergman , *yes*  
John N. Bergman

Douglas A. Spencer , *yes*  
Douglas A. Spencer

cc: Poggemeyer Design Group  
Village of Minster - Don Harrod  
Clerk of the Board



December 6, 2010

Mr. Joe Lenhart, Administrator  
Auglaize County Commissioners  
209 South Blackhoof Street  
Room 201  
Wapakoneta, Ohio 45895

Re: **Contract to Prepare and Administer**  
CDBG-ED Application for Minster/Dannon  
**Infrastructure Improvements**  
Proposal #: 08-2010-2067

Dear Mr. Lenhart:

Per recent conversations with Paul Tecpanecatl, Poggemeyer Design Group, Inc. (PDG) is presenting this contract for economic development grant services relative to the above-referenced CDBG-ED project. It is our understanding that the County is submitting an application on behalf of the Village of Minster to acquire funds to go towards financing a new wastewater treatment plant that will allow Dannon to undertake a \$200 million expansion project, resulting in the creation of 100 new jobs at that facility. This proposal and contract is being submitted for your review and execution.

The County and Village shall be responsible for providing a detailed summary of the requirements of the project, including any special considerations or services needed, if other than those that are customary with the CDBG-ED Program. In addition, the County and Village will provide all pertinent existing data related to this project to PDG, as requested.

Basic services provided under this contract will consist of the following:

- Working with the Village, the County, and the company to determine the scope of the project and how to structure the financing to incorporate a CDBG-ED grant, as well as the existing County RLF balance, per State requirements.
- Preparing the environmental review; including notice to the Ohio Historic Preservation Office, which will be completed at our earliest convenience, as it starts the clock running;
- Preparing the application, including coordinating the compilation of the necessary documentation from the company, the community, the bank, etc.;
- Coordinating efforts among the company, the Village, the County, and the State;
- Explaining the job certification process to the company and providing forms to them to distribute to applicants;



Mr. Joe Lenhart  
December 6, 2010  
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- Preparing the Closing Binder Documents;
- Assisting the County with preparation for monitoring; and
- Assisting the Village and the County staff with other standard tasks associated with the CDBG-ED program.

Please note that additional services, over and above this contract, will be required if there are grant extensions, grant amendments, updates to the environmental review record, additional coordination with Ohio Historic Preservation Office, and if PDG has to provide guidance/assistance to other architectural, engineering, planning firms retained by the County and/or Village regarding CDBG policies, procedures and regulations.

Generally, the County office staff coordinates the public hearings (including advertising costs); establishes and maintains proper CDBG files; assists with acquiring Village and County approvals, signatures, and resolutions; acquires job certifications from the company after completion of the project; prepares and submits status reports; draws the grant funds; attends the State monitoring visits; and responds to any monitoring findings. We are prepared to assist with these tasks, as needed.

When another engineering firm is involved in the CDBG-funded project, that firm and the County/Village are responsible for assuring that CDBG regulations are followed, including use of Davis-Bacon prevailing wage rates and public advertisement and bidding of the infrastructure project.

Our fee for completing these services is estimated at \$10,000, all of which could be paid from the grant, if the State awards that amount in the Grant Agreement. If services generally completed by the Village or County are completed by PDG, or if substantial additional information is requested by the State, or if the company fails to make timely responses to PDG, our fees could exceed the \$10,000 provided for in the administration line item of the grant.

To address that situation up-front, we strongly suggest that the County consider entering into an agreement with the Village of Minster should the grant not be approved, or if costs exceed the \$10,000 or administration line item amount approved in the grant, through no fault of the County or PDG, the Village would reimburse the County for any fees paid to PDG to assist them. Otherwise, the County will be responsible for reimbursing PDG for all incurred time and expenses. If the RLF funds are also a part of this project, the County could use RLF administration funds to cover these costs.

PDG will complete our services within three (3) years of grant award, although most of these services will be completed with the first six (6) months following execution of this agreement. We will assist your staff in closing the project out as soon as practical (that is,



POGGEMEYER  
DESIGN GROUP

Mr. Joe Lenhart  
December 6, 2010  
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after the company and the Village complete the project and the company creates the jobs). PDG will be available to work with you as needed until the project is closed out.

PDG will provide monthly invoices for services, with payments being due within thirty (30) days of receipt to avoid potential finance charges.

PDG will begin work on the project upon receipt of this executed contract and will complete our services within the time frame specified above.

This letter contract, with Exhibits A (1 page), B (1 page) and C (1 page), represents the entire agreement between PDG and the County and may only be modified in writing after agreement by both parties. If this letter contract accurately reflects your understanding of our agreement, please sign the original and enclosed copy of this letter contract in the space provided below and return the original to PDG.

We appreciate the opportunity to work with the County, the Village of Minster, and Dannon on this project, and look forward to a successful grant process. If there are any questions, please do not hesitate to contact this office.

Sincerely,

POGGEMEYER DESIGN GROUP, INC.

Charlene M. Kerr, AICP  
Principal Owner

Paul Z. Tecpanecatl, AICP  
Principal Owner

Accepted this 23 day of December, 2010 by the undersigned, who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By: Don Reguda Title: President of Commission





## EXHIBIT A

### 1. **OWNER'S RESPONSIBILITIES**

OWNER shall provide all criteria and full information as to OWNER's requirements for the project and shall give prompt written notice to PLANNER whenever OWNER observes or otherwise becomes aware of any defect in the work. The OWNER may designate representatives to act with authority on OWNER's behalf on various aspects of the projects.

### 2. **REIMBURSABLE EXPENSES**

Reimbursable Expenses are in addition to the compensation fee for basic and additional services and are the actual expenses incurred by PLANNER or PLANNER's independent professional associates or consultants, directly or indirectly, in connection with the Project. These include expenses for: transportation; toll telephone calls; reproduction of reports; pictures, and similar Project-related items.

### 3. **TERMINATION**

The obligation to provide further services under this Agreement may be terminated by either party (upon seven day's written notice) in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. In the event of any termination, PLANNER will be paid in full for all services rendered to the date of termination, all Reimbursable Expenses and termination expenses.

### 4. **SUCCESSORS AND ASSIGNS**

OWNER and PLANNER each is hereby bound as are the partners, successors, executors, administrators and legal representatives of OWNER and PLANNER in respect to any covenants, agreements and obligations of this Agreement. Nothing contained in this Agreement shall prevent PLANNER from employing such independent professional associates and consultants as PLANNER may deem appropriate to assist in the performance of services hereunder.

### 5. **LIMITATION OF LIABILITY CLAUSE**

The PLANNER's liability to the OWNER for any cause or combination of causes is, in the aggregate, limited to an amount no greater than the total compensation earned under this Agreement.



POGGE MEYER  
DESIGN GROUP

## EXHIBIT B

### 1. **CERTIFICATE OF OWNER'S ATTORNEY**

I, \_\_\_\_\_, the undersigned, duly authorized and acting legal representative of \_\_\_\_\_, do hereby certify as follows:

I have examined the attached contract and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have fully power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: \_\_\_\_\_

Seal:

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

### 2. **CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS**

Attest: I, \_\_\_\_\_, Clerk/Auditor of \_\_\_\_\_ hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of this contract and is in the treasury of \_\_\_\_\_, or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: \_\_\_\_\_

Seal:

Signed: \_\_\_\_\_

Title: \_\_\_\_\_



**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**  
In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

**COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR**

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

BUSINESS/ORGANIZATION NAME			PHONE	
Poggemeyer Design Group, Inc.			(419) 352-7537	
BUSINESS ADDRESS				
1168 North Main Street				
CITY	STATE	ZIP	COUNTY	
Bowling Green	Ohio	43402	Wood	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE	
Paul Tecpanecatl, AICP			Principal Owner	

**DECLARATION**

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  Yes  No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

APPLICANT SIGNATURE X	DATE 12/06/2010
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**IN THE MATTER OF APPROVING THE PROFESSIONAL SERVICES AGREEMENT BETWEEN AUGLAIZE ACRES AND PLANTE & MORAN, PLLC; AND AUTHORIZING THE BOARD OF AUGLAIZE COUNTY TO EXECUTE SAID AGREEMENT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of December, 2010.

Commissioner Bergman moved the adoption of the following:  
**RESOLUTION**

**WHEREAS**, Auglaize Acres Administrator Charles George submitted the following Professional Services Agreement to the Board of County Commissioners with Plante & Moran, PLLC to prepare, from information that was provided, the following Medicaid and full Medicare cost report(s) for the year ended December 31, 2010.

**WHEREAS**, the fees for preparing the Medicaid and full Medicare cost reports, with corresponding executive management reports, are estimated to be \$9,000.00, which is generally based on the staff time utilized, the expertise of the personnel involved, and the complexity of the issues encountered and the value of the services rendered, plus out-of-pocket expenses.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Professional Services Agreement between Auglaize Acres and Plante Moran, PLLC; and,

**BE IT FURTHER RESOLVED** that the Board does authorize Auglaize County Board of Commissioners to execute said Professional Services Agreement.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
23rd day of  
December, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula . yes  
Don Regula

John N. Bergman . yes  
John N. Bergman

Douglas A. Spencer . ye  
Douglas A. Spencer

cc: Auglaize Acres – Charles George

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN AUGLAIZE ACRES AND DIETARY SOLUTIONS, INC FOR DIETARY CONSULTING SERVICES TO AUGLAIZE ACRES; RATIFYING THE EXECUTION OF SAID CONTRACT.**

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The Board of County Commissioners of Auglaize County, Ohio met in special session on the 23rd day of December, 2010.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Auglaize Acres Administrator Charles George presented to the Board of County Commissioners the following agreement to provide dietary consulting services;

**I recommend entering into an agreement with Dietary Solutions, Inc. to provide dietetic consultation to Auglaize Acres with a fee of \$45.00 per hour for the dietitian services and \$40.00 per hour for the diet technician services performed. Travel expenses are summarized by charging over 40 miles roundtrip incurred at an amount equal to the current rate established each year by the Internal Revenue Services. The Facility agrees to reimburse the Provider for all Travel Time minus 1 (one) hour roundtrip from the Consultants' residence to the Facility.**

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the contract between Auglaize Acres and Dietary Solutions, Inc. for the provision of dietary consultation to the facility as mentioned above, at the rate so mentioned; and,

**BE IT FURTHER RESOLVED** that said Board ratifies the execution of said contract.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
23rd day of  
December, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula , yes  
Don Regula

John N. Bergman , yes  
John N. Bergman

Douglas A. Spencer , yes  
Douglas A. Spencer

cc: Auglaize Acres – Charles George

**IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO ISSUE A WARRANT TO CITY OF WAPAKONETA FROM THEIR PERMISSIVE LICENSE PLATE TAX FUND AS RECOMMENDED BY THE COUNTY ENGINEER.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of December, 2010.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the following letter of request was submitted to the Board of County Commissioners by Doug Reinhart, County Engineer:

The City of Wapakoneta has provided to me paid invoices for improvements to Bellefontaine Street completed during 2010 and qualifies for Permissive License Plate Tax funding reimbursement. Please authorize the Auglaize County Auditor to reimburse the City of Wapakoneta in the amount of \$55,639.77 from their Permissive License Plate Fund.

s/Douglas Reinhart  
Douglas Reinhart, P.E., P.S.  
Auglaize County Engineer

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, respective of Engineer Reinhart's request, does hereby authorize the County Auditor to issue a warrant in the amount of \$55,639.77 made payable to the City of Wapakoneta with funds to be drawn from their Permissive License Plate Tax Fund.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution a follows:

Adopted this  
23rd day of  
December, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula, Yes  
Don Regula

John N. Bergman, Yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

cc: County Engineer  
County Auditor  
City of Wapakoneta

**IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of December, 2010.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

WHEREAS, the Board has been requested to authorize budget adjustments as follows: and,

**Municipal Court Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$ 250.00	001.0210.530600 (Contract Services)	001.0210.530900 (Other Expenses)

**Solid Waste Management Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$ 2,000.00	004.0004.550200 (Groundwater)	004.0004.530600 (Contract Services)

**Buildings & Grounds Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$25,000.00	001.1701.538000 (Contingencies)	001.0402.530600 (Contract Services)

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustments to show the changes as tabulated above.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
23rd day of  
December, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

cc: County Auditor  
Judge Herman  
Solid Waste District  
County Administrator





## **CERTIFICATION**

The undersigned, as Clerk of the Board of County Commissioners of Auglaize County, Ohio, does hereby certify that the foregoing is a transcript of all orders of said Board, signed by a majority of the Board, the petition, map, and all other papers on file relating to the proceedings of the 22.723 acres, more or less, annexation to the Village of Minster petitioned by The Dannon Company, Inc., a Delaware corporation, and filed by Keith M. Schnelle, named as Agent.

---

Esther Leffel, Clerk  
Board of County Commissioners  
Auglaize County, Ohio

Dated: \_\_\_\_\_

L. J. ...  
...  
... 10/10/07

**Petition for Annexation  
(R.C. 709.022)**

**To: Board of County Commissioners of Auglaize County, Ohio**

The undersigned petitioner, The Dannon Company, Inc., a Delaware corporation, (the "Petitioner"), being the sole owner of certain real estate proposed for annexation consisting of 22.723 acres, more or less ("Territory"), hereby petitions to annex the Territory to the Village of Minster, Auglaize County, Ohio, (the "Village") and from the Township of Jackson (the "Township").

The Territory proposed for annexation is adjacent and contiguous with the Village of Minster and part of permanent parcel number E14-035-001-00.

An accurate map or plat of the Territory proposed for annexation is attached to and made a part of this petition as Exhibit A.

An accurate legal description of the perimeter of the Territory proposed for annexation is attached to and made a part of this petition as Exhibit B.

A certified copy of the annexation agreement entered into and between the Village of Minster, the municipal corporation to which the annexation of the Territory is proposed, and the Township of Jackson, Auglaize County, Ohio, is attached to and made a part of this petition as Exhibit C.

Keith M. Schnelle, Esq., Post Office Box 499, Sidney, OH 45365-0499, is appointed agent for the Petitioner as required by RC §709.02, with full power to amend, increase or decrease the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this petition, without further expressed consent of the Petitioner.

Please take notice that, simultaneously with the filing of this petition, Keith M. Schnelle is also filing a list of all tracts, lots, or parcels in the Territory proposed for annexation, and all tracts, lots, or parcels located adjacent to that Territory, as required by RC §709.02.

**WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS. THERE ALSO IS NO APPEAL FROM THE BOARD'S DECISION IN THIS MATTER IN LAW OR IN EQUITY.**

THE DANNON COMPANY, INC.

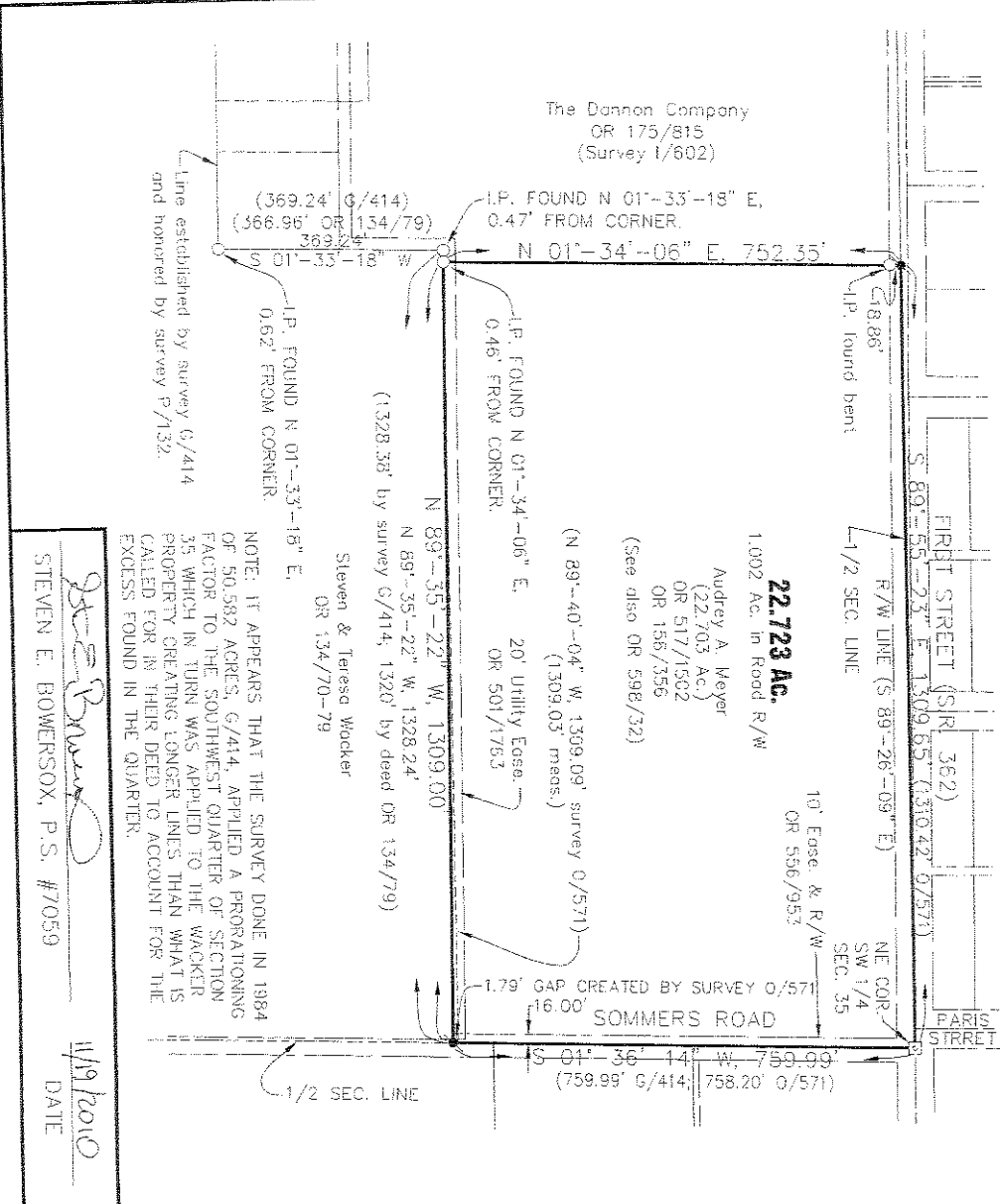
By: 

# EXHIBIT A

## MEYER PLAT

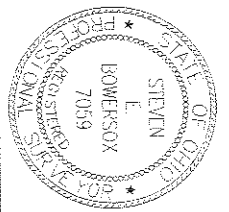
Survey Book 12, Page 656

22.723 ACRES SW 1/4 35 TOWNSHIP 7 S RANGE 4 E JACKSON TOWNSHIP AUGLAIZE, OHIO COUNTY



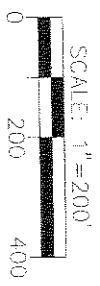
*Steven E. Bowersox*  
STEVEN E. BOWERSOX, P.S. #7059

11/9/2010  
DATE



CHOICE ONE ENGINEERING  
440 E. HOEWISHER ROAD, SIDNEY, OHIO 45365  
(917) 497-0200 FAX (937) 497-0100  
www.choiceoneengineering.com

DATE: 11-19-2010  
DRAWN BY: sebh  
JOB NUMBER: AUGMIN1009xref  
SHEET NUMBER: 1 OF 1



### LEGEND

- 5/8" X 30" REBAR W/CAP SET
- IRON PIN FOUND
- ⊙ P.K. NAIL SET
- ⊙ P.K. NAIL FOUND
- ⊙ RAILROAD SPIKE FOUND

THE BEARINGS ARE BASED ON NAD 83, GEOID 2003 OHIO NORTH ZONE, ODOT VRS CORS NETWORK

## EXHIBIT "B"

BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWN 7 SOUTH, RANGE 4 EAST, JACKSON TOWNSHIP, AUGLAIZE COUNTY, OHIO AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

Beginning at an iron pin found in a monument box at the northeast corner of the southwest quarter of section 35 and being also in the intersection of First Street (State Route 362) and Sommers Road;

thence, South  $01^{\circ}-36'-14''$  West, 759.99 feet, along the east line of the southwest quarter of section 35, to a Mag nail set in the northeast corner of a tract of land owned by Steven and Teresa Wacker described in Official Record 134, pages 70-79;

thence, North  $89^{\circ}-35'-22''$  West, 1309.00 feet, along the north line of the Wacker tract, to the southeast corner of a tract of land owned by The Dannon Company, Inc. described in Official Record 175, page 815, witness an iron pin found North  $01^{\circ}-34'-06''$  East, 0.46 feet from said corner;

thence, North  $01^{\circ}-34'-06''$  East, 752.35 feet, along the east line of the Dannon tract, to a Mag nail set in the north line of the southwest quarter of section 35, passing for reference an iron pin found bent at 733.49 feet;

thence, South  $89^{\circ}-55'-23''$  East, 1309.65 feet, along the north line of the southwest quarter of section 35, to the principal place of beginning.

Containing 22.723 acres more or less with 1.002 acres more or less of same being in road right of way and all being subject to any legal highways and easements of record.

The above description was prepared by Steven E. Bowersox, Ohio Professional Surveyor number 7059, based on a survey performed under his direction with the bearings used for same being based on NAD 83, GEOID 2003 Ohio North Zone, ODOT VRS COORS Network. Deed reference: Official Record 517, pages 70-79 and Official Record 156, page 356.

Plat of Survey: Survey Book Q, page 656  
S:\Janet\Data\Dannon-Meyer\Legal Description2.doc

# EXHIBIT C

## ANNEXATION AGREEMENT (Expedited Type One Annexation)

This Agreement is entered into this 7th day of December of 2010, between the Village of Minster, Ohio (the "Village") and the Board of Township Trustees of Jackson Township, Auglaize County, Ohio (the "Township"), pursuant to R.C. 709.021, 709.022 and 709.192.

WHEREAS, The Dannon Company Inc. (the "Petitioners"), owners of the real estate in the territory hereinafter described (the "Property"), desire to annex the Property into the Village pursuant to the expedited process of annexation set forth in R.C. 709.021 and 709.022; and

WHEREAS, the Village and the Township, by Resolutions duly adopted by their legislative authorities, each have determined that it is in the best interest of all parties involved to enter into this Annexation Agreement (the "Agreement") as provided by R.C. 709.192.

NOW, THEREFORE, in consideration of the above recitals and in consideration of the mutual benefits and promises hereinafter contained, the parties agree as follows:

1. Village Consent and Agreement. The Village consents to the annexation of the Property into the Village and agrees to provide sanitation, police, fire, water and sewer services to the residents of the Property at the same cost and under the same policies and conditions that such services are provided to other residents of the Village.

2. Township Consent. The Township consents to the annexation of the Property into the Village.

3. The Property. The real property subject to this Agreement shall consist of 22.723 acres located in Jackson Township, Auglaize County, Ohio, as depicted on the map attached hereto as Exhibit A. A legal description of the Property is attached hereto as Exhibit B.

4. Tax Distribution. Following the annexation of the Property, the Township will continue to receive real estate tax revenues levied on the Property in accordance with the Ohio Revised Code.

5. Severability. In the event any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement. Such provisions shall be modified in order to best preserve the intention of the Village and the Township. The Agreement as modified shall remain in full force and effect. If such provisions cannot be so modified, then such provisions shall be severed and the remaining provisions of the Agreement shall remain in full force and effect.

6. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.

7. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Village and the Township, their legal representatives, successors and assigns.

8. Entire Agreement. This Agreement constitutes the entire agreement of the parties and may be amended or modified only through a writing duly executed by the Village/Township as authorized by R.C. § 709.192. All prior agreements between the parties, either written or oral are superseded by this Agreement.

IN WITNESS WHEREOF, the Village and Township have executed this Agreement.

VILLAGE OF MINSTER, OHIO

By: *Dennis Kitzmiller*  
Dennis Kitzmiller, Mayor

Attest: *John W. Steenschulte*  
John Steenschulte, Clerk

BOARD OF TOWNSHIP TRUSTEES  
OF JACKSON TOWNSHIP, AUGLAIZE  
COUNTY, OHIO

By: *James Albers*  
James Albers, Trustee

By: *Ken Sommer*  
Ken Sommer, Trustee

By: *Carl Albers*  
Carl Albers, Trustee

APPROVED AS TO LEGAL FORM:

By: *James Hearn*  
James Hearn  
Solicitor, Village of Minster, Ohio

**IN THE MATTER OF APPROVING A CERTIFIED MAINTENANCE AGREEMENT WITH PERFECTION GROUP, INC. FOR THE LAW ENFORCEMENT CENTER; AND RATIFYING THE EXECUTION OF SAME.**  
\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of December, 2010.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, a Certified Maintenance Agreement between Auglaize County and Perfection Group, Inc. to provide an on-going maintenance program at the Law Enforcement Center. The CMA program will be initiated, scheduled, administered, monitored and updated by Perfection Group, Inc.; and

**WHEREAS**, the service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Perfection Group, Inc.'s own experience. Auglaize County is informed of the programs' progress and results on a continuing basis via a detailed Service Report, presented after each service call for Client's reviews, approval signature and record; and,

**WHEREAS**, the cost of Certified Maintenance Agreement, which commences on December 1, 2010 through November 30, 2010, is \$18,000.00 and payable in advance in the amount of \$1,500.00 per month.

**THEREFORE BE IT RESOLVED** that the Board of Auglaize County Commissioners does hereby approve the Certified Maintenance Agreement with Perfection Group, Inc. for the on-going maintenance at the Law Enforcement Center; and,

**BE IT FURTHER RESOLVED** that the Board ratifies the execution of said Certified Maintenance Agreement by the President of the Board.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this  
23rd day of  
December, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula Yes  
Don Regula

John N. Bergman Yes  
John N. Bergman

Douglas A. Spencer Yes  
Douglas A. Spencer

cc: Perfection Group, Inc.  
Sheriff - Al Solomon

**IN THE MATTER OF DOCUMENTING THE RECEIPT OF BIDS FOR THE MIAMI & ERIE CANAL #2 DITCH PROJECT; AWARDING THE CONTRACT TO TUMBUSCH CONSTRUCTION.**

\*\*\*\*\*

The Board of Auglaize County Commissioners met in regular session on the 23rd day of December, 2010.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on November 4, 2010, Resolution #10-433 the Board of County Commissioners set December 14, 2010 as the date to receive bids for the Miami & Erie Canal #2 ditch project; and,

**WHEREAS**, the following bids for labor and materials was received:

From: All Purpose Contracting, Inc.	\$572,323.50
Brumbaugh Construction	\$553,735.00
Dave's Excavating	\$703,706.00
Hume Supply, Inc.	\$548,473.05
KF Construction	\$688,325.50
Miller Construction Group	\$555,718.05
RD Jones Excavating	\$668,029.72
Rietschlin Construction	\$755,156.00
SBI	\$634,675.00
Tom's Construction	\$598,784.00
Tumbusch Construction	\$506,355.73
VTF Excavation	\$569,715.92
Wells Brothers	\$695,712.50

Engineer's Estimate was \$765,000.00 and,

**WHEREAS**, bids were given to the County Engineer personnel for review and comparison and upon review of the bids, as received, the County Engineer recommended the award be presented to Tumbusch Construction for the Miami & Erie #2 Ditch project as its bid is a good and complete bid.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby award the bid for the construction of Miami & Erie Canal #2 Ditch project to Tumbusch Construction in the amount of \$506,355.73; and,

**BE IT FURTHER RESOLVED** that the County Engineer is hereby directed to prepare the contract and bond and, having secured the signatures of said bidder and its surety, present the same to the Board of County Commissioners for approval and execution; and,

**BE IT STILL FURTHER RESOLVED** that the whole of such work shall be completed and all material furnished by December 31, 2011, provided that the time of furnishing such material and completing such labor shall correspond with the time provided for its use in the progress of the work.

Commissioner Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the resolution as follows:

Adopted this  
23rd of  
December, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula yes  
Don Regula

John N. Bergman yes  
John N. Bergman

Douglas A. Spencer yes  
Douglas A. Spencer

cc: County Engineer





# Comprehensive Facilities Services prepared for: Certified Maintenance Agreement

Proposal Number: KE-6F1B2E

Proposal Date: 11/23/2010

By:

For:

**Perfection Group, Inc.**  
2649 Commerce Blvd.  
Cincinnati, OH 45241  
(513) 772-7545

**Auglaize County**  
1051 Dearbaugh Avenue  
Wapakoneta, OH 45895  
Joe Lenhart

And

Hereinafter: **Perfection Group, Inc.**

Hereinafter: **Customer**

Perfection Group, Inc. will provide the described services attached hereto and made a part of this Agreement in accordance with the Terms and Conditions as set forth on the following pages.

<b>Agreement Provided:</b>	<b><i>Certified Maintenance Agreement</i></b>
<b>Agreement Location:</b>	<b>Law Enforcement Center 1051 Dearbaugh Avenue</b>
<b>Agreement Amount:</b>	<b>\$18,000.00</b>
Agreement coverage will commence on 12/1/2010. This Agreement is payable in advance in the amount of \$1,500.00 per month , beginning on the effective date of 12/1/2010 through 11/30/2011.	
Perfection Group, Inc. guarantees the price stated in this Proposal for thirty (30) days from proposal date above.	

This proposal is the property of Perfection Group, Inc. and is provided for our Customer's use only. This proposal will become a binding Agreement only after acceptance by Customer and approved by an authorized agent of Perfection Group, Inc. as evidenced by their signature(s) below. This Agreement sets forth all of the terms and conditions binding upon the parties hereto; and no person has authority to make any claim, representation, promise or condition on behalf of Perfection Group, Inc. which is not expressed herein. This annual Agreement shall continue in effect from year to year unless either party gives written notice to the other intention not to renew thirty (30) days prior to any anniversary date.

**PERFECTION GROUP, INC.**

**CUSTOMER**

Signature (Sales Representative): Alan L. Lindeman

Authorized Representative Signature

Approval Signature: Todd Albrecht

Don Reynolds President

Date

Date

12-23-2010



Proposal Number: KE-6F1B2E

Proposal Date: 11/23/2010

### Perfection Group, Inc. Terms and Conditions

1. Client shall permit and provide Perfection Group, Inc. free, safe, and timely access to all equipment areas. Perfection Group, Inc. will be allowed to start and stop the equipment, as necessary to perform required services. All planned work under this Agreement will be performed during Perfection Group, Inc.'s normal working hours. Any additional equipment (lifts, scaffolds etc.) needed to provide service will be the responsibility of the client, unless otherwise stated in this agreement.
2. In case of any failure to perform its obligations under this Agreement, Perfection Group, Inc.'s liability is limited to repair or replacement at its option, and such repair or replacement shall be Customer's sole remedy. This warranty is conditioned upon proper operation and maintenance by Customer and shall not apply if the failure is caused or contributed to by accident, alteration, abuse or misuse, and shall not extend beyond the term of this Agreement.
3. The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
4. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder; including increased refrigerant taxes and handling charges.
5. Customer will promptly pay invoices within thirty (30) days of receipt. Should a payment become sixty (60) days or more delinquent, Perfection Group, Inc. may stop all work under this Agreement without notice and/or cancel this agreement, and the entire Agreement amount shall become due and payable immediately upon demand.
6. Excluded from this Agreement, unless otherwise stated herein, is main power service, equipment starters, VFD'S and wiring, equipment structural supports, oil, gas and other storage tanks, cleaning of ductwork interiors and or systems.
7. Any alteration to, or deviation from, this Agreement involving extra work, material or labor will become an extra charge (fixed-price amount to be negotiated or on a time-and-material basis at Perfection Group, Inc.'s rates then in effect) over the sum stated in this Agreement.
8. Perfection Group, Inc. will not be required to move, replace or alter any part of the building structure in the performance of this Agreement.
9. Perfection Group, Inc. shall permit only their personnel or agents to perform the work included in the scope of this Agreement. Should anyone other than Perfection Group, Inc. personnel perform such work, Perfection Group, Inc. may, at its option, cancel this Agreement or eliminate of equipment from inclusion in this Agreement.
10. In the event Perfection Group, Inc. must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay all court costs and Perfection Group, Inc. attorneys' fees incurred.
11. Any legal action against Perfection Group, Inc. relating to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of work.
12. Perfection Group, Inc. shall not be liable for any delay, loss, damage or detention caused by unavailability of machinery, equipment or materials, delay of carriers, strikes, including those by Perfection Group, Inc.'s employees, lockouts, civil or military authority, priority regulations, insurrection or riot, action of the elements, forces of nature, or by any cause beyond its control.
13. ~~To the fullest extent permitted by law, Customer shall indemnify and hold harmless Perfection Group, Inc., its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of work hereunder; provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable for, regardless of whether it is caused in part by the negligence of Perfection Group, Inc..~~
14. Customer shall make available to Perfection Group, Inc.'s personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
15. Perfection Group, Inc.'s obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes or materials are encountered, Perfection Group, Inc.'s sole obligation will be to notify the Owner of their existence. Perfection Group, Inc. shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.
16. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY OR OTHERWISE, WILL PERFECTION GROUP, INC. BE RESPONSIBLE FOR LOSS OF USE, LOSS OF PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSES, CLAIMS OF CUSTOMER'S TENANTS OR CLIENTS, OR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
17. This Agreement does not include repairs to the system(s), the provisions for or installation of components or parts, or service calls requested by the Customer. These services when requested will be charged for at Perfection Group, Inc.'s rates then in effect.



Proposal Number: KE-6F1B2E

Proposal Date: 11/23/2010

## **Certified Maintenance Agreement Provided by Perfection Group, Inc. for:**

### ***Certified Maintenance Agreement***

Our Certified Maintenance Agreement (CMA) is designed to provide the Client with an on-going maintenance program. The CMA program will be initiated, scheduled, administered, monitored and updated by Perfection Group, Inc..

The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Perfection Group, Inc.'s own experience. The Customer is informed of the program's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Client's review, approval signature and record.

**PERFECTION GROUP, INC. WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):**

**TEST AND INSPECT:** Job labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

- TESTING for proper operation; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system(s), etc.
- INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

**PREVENTIVE MAINTENANCE:** Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

- CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.
- ALIGNING belt drives; drive couplings; air fins, etc.
- CALIBRATING safety controls; temperature and pressure controls, etc.
- TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.
- ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.
- LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.

The services above are governed by the terms and conditions of this proposal.



Proposal Number: KE-6F1B2E

Proposal Date: 11/23/2010

**Services Provided by Perfection Group, Inc. for:**  
***Certified Maintenance Agreement***  
**Schedule 1 - Inventory of Equipment Covered**  
**Auglaize County Law Enforcement Center**

	Qty	Component	Manufacturer	Model	Serial #	Rating	Location
1	1	Air Handling Unit #1	Trane	MCCA014G		7.5 HP	Mezz.
2	1	Air Handling Unit #2	Trane	MCCA021		10 HP	Mezz.
3	1	Air Handling Unit #3	Trane	MCCA025GAP		15 HP	Mezz.
4	1	Air Handling Unit #4	Trane			2 HP	Mezz.
5	1	Chiller DX	Trane	RTAA1304XN01A3COBK		130 Ton	Ground
6	1	Chilled Water Pump				15 HP	
7	1	Chilled Water Pump				15 HP	
8	1	Boiler Hot Water				1,500 MBH	Boiler Rm.
9	1	Boiler Hot Water				1,500 MBH	Boiler Rm.
10	1	Hot Water Pump				15 HP	
11	1	Hot Water Pump				15 HP	
12	1	Make Up Air Unit				400,000 BTU's	Laundry
13	1	Make Up Air Unit				No Heat	Kitchen Hood
14	2	Dom. Hot Water Heater				91 Gal	Mezz.
15	2	Dom. Hot Water Heater				75 Gal	Boiler Rm.
16	1	Steam Humidifier					AHU #4
17	19	VAV Box					Office Area
18							
19							
20							





Proposal Number: KE-6F1B2E

Proposal Date: 11/23/2010

**Special Services/Provisions for:**  
***Certified Maintenance Agreement***

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Direct Digital Control (DDC) System service support including software version upgrades, on-site system calibration, functional testing, telephone support, diagnostics and troubleshooting. Periodic performance reviews of the operating sequence and program are included. Includes up to 24 hours of on and off site (travel inclusive) system and software support. Does not include overtime hours, software full revision upgrades or replacement hardware devices. Additional time spent on replacement hardware, etc. will be billed on a time and material basis with prior approval from Auglaize County.

Perfection provide Auglaize County with an annual Utility Bill Auditing Program, which involves monitoring of the Detention Center's gas & electric bills. Under this program, Perfection will prepare an annual utility history evaluation and present the before and after findings to Auglaize County.