

IN THE MATTER OF AUTHORIZING THE PURCHASE OF OFFICE FURNITURE FOR THE ADMINISTRATION BUILDING OFFICES TO BE PURCHASED THROUGH THE STATE OF OHIO'S PURCHASING PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of January, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the County Administrator Erica Preston has submitted quote for the purchase of office furniture for the Administration Building offices to the Board of County Commissioners; and,

WHEREAS, the office furniture is available through the State of Ohio Purchasing Program, Contract #800766, Project Number LAF511 – A693; and,

WHEREAS, the following quote was requested and received to purchase the office furniture:

Friends Office, L-4055 Columbus, OH 43260

Commercial Proposal: Delivery, installation, warranties, training – Administration Building, 209 S. Blackhoof Street, Wapakoneta, Ohio 45895

Cost includes:

- 14 HON Cliq Task Chairs
- 12 Ignition EXE HB Pneu Tile Syn Tilt Seat Glde Bck Ht Adj Chairs
- 27 Ignition 2 Task Mid-back, ilira back Chairs
- 6 Ignition 2 Tax Mid back, ilira back (no arms) Chairs
- Installation, delivery
- Total Cost \$22,508.16

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize County Administrator Preston to proceed with the purchase of the office furniture for the Administration Building Offices with the funds being used out of the Permanent Improvement Fund 041.0041.550100 for \$22,508.16.

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

Adopted this
20th day of
January, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
David Bambauer

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

FURNITURE AGREEMENT TERMS & CONDITIONS (2022)

ACCEPTANCE

The Buyer agrees to purchase the merchandise described on the attached spreadsheets in accordance with all items therein described. All quoted prices are firm for a period of thirty (30) days from the date of proposal, and all freight, local delivery charges and installation are included unless otherwise stated. Quoted prices do not include any sale, use of excise taxes imposed by any governmental body. Such taxes will be added to the invoice at the time of billing. Buyers who are exempt from taxes shall provide the Seller a current Certificate of Exemption at the time of purchase and execution of this agreement.

CHANGES, CANCELLATIONS & RETURNS

This signed agreement to proceed with the order is binding. Any subsequent changes are subject to our ability to conform and are dependent upon factory approval. Changes in quantity or specification are subject to approval by Seller and Manufacturer. All requests for changes in quantity or specification must be delivered to the Seller in writing. All items that are ordered specifically for the Buyer and are not the Seller's normal inventory may not be subject to cancellation or return once put into production by the manufacturer. All requests for such cancellations or returns must be in writing and are subject to approval by the Seller. A restocking charge of thirty-five percent (35%) or a minimum of \$75.00 will be imposed for all approved items at the Seller's discretion. Delivery and pick-up expenses of returned items will be charged to the Buyer.

DELIVERY & INSTALLATION

In the event that delivery and/or installation is required as a part of the proposal, the following provisions apply:

Condition of job site: The job site shall be clean, clear and free of debris prior to installation. Job site services: Electric current, heat, hoisting, and/or elevator will be furnished without charge to the Seller. Adequate facilities for off-loading, staging, moving, and handling of merchandise shall be provided.

Delivery hours: Delivery and Installation will be made during normal business hours. Additional labor costs resulting from overtime work performed at the Buyer's request, after authorization by the Seller, shall be passed on to the Buyer.

Erection & Assembly: Seller's ability to erect or assemble furniture shipped knock-down, or to permanently attach, affix or bolt-in-place moveable furniture is dependent upon jurisdiction agreements between trade unions at the job site. If the trade regulations enforced at the time of installation require on-site tradesmen to complete the installation, the cost will be additional. Delivery of unusual items requiring special handling such as insulated files, etc. shall be charged to the Buyer at commercial rates for such handling.

Installation service: Buyer shall sign the installation plan or blueprint prior to order. Installation service shall include placing only once in new premises in accordance with plan specifications. Scheduled deliveries that are postponed with less than 72 hours notice will incur a flat \$200.00 change order fee.

Protection of delivered goods: Furnishings delivered and brought onto job site shall be inspected and conditionally accepted by the Buyer. At time of initial delivery the responsibility for the security and safeguarding of delivered furnishings shall pass to the Buyer.

Acceptance of delivery: Constitutes acceptance of the merchandise as delivered and Seller's ratification of the terms of the agreement.



TERMS OF PAYMENT

All orders are net fifteen (15) days from invoice. ~~Orders over \$5,000 require a deposit of fifty percent (50%) down at time of order.~~ Balance may be paid by corporate check or ACH. Buyers wishing to use a credit card for the balance will incur a three percent (3%) fee. Credit card orders may be paid in full at time of order to avoid the 3% fee. If it becomes necessary to store merchandise, buyer agrees to pay one hundred percent (100%) of product invoice within fifteen (15) days. If installation charges apply, balance is due upon substantial completion of installation. In the event of partial shipment from the entire order, buyer agrees to pay for items received under normal terms. In such cases as short shipment, damaged merchandise or manufacturer error, Buyer agrees to pay ninety percent (90%) of total invoice within 15 days, holding ten percent (10%) retainage until substantial completion. In the event that construction delays or other causes, not within the sellers control, force postponement of installation, seller will store the furnishings until installation can resume. If storage is required beyond fifteen (15) calendar days, an additional charge of 0.2% of the total invoice price will be charged.

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LATE PAYMENT

Late payments will incur a 1.5% late fee per each thirty (30) day term. Late fees will accrue on unpaid balance.

SALES TAX

Sales Tax will be included on all invoices unless Buyer provides FriendsOffice with an exemption certificate.

GENERAL LIABILITY

No liability shall accrue against the Seller as a result of any breach of these Terms & Conditions resulting from any strike, lock-out, work stoppage, accident, Act of God, or other delay beyond the Seller's control. Terms & Conditions set forth herein may be altered only upon written approval of both Buyer and Seller. By acceptance of this agreement, Buyer acknowledges receipt of a duly executed duplicate of this agreement.

By signing below, Buyer acknowledges authorized representatives have read and fully understand the Terms and Conditions contained in this document. Furthermore, Buyer agrees that these Terms and Conditions will be the basis of current and future business transactions between Buyer and FriendsOffice.

<u>John N Bergman</u>	<u>Vice - President</u>	<u>1.20.2022</u>
*Customer's Signature	Title	Date
<u>John N Bergman</u>	<u>Vice-President</u>	<u>1.20.2022</u>
*Signature of Financially Responsible Party	Title	Date

*Ken Shroeder, FriendsOffice CEO/CFO

Date

INTERNAL USE ONLY:

Send signed form along with the Furniture Order Form to ar@friendsoffice.com AND furnitureorders@friendsoffice.com.

800.427.1704
www.friendsoffice.com

County Commissioners Office
Auglaize County, Ohio
January 20, 2022

NO. #22-045

IN THE MATTER OF RE-APPOINTING WILLIAM SNYDER TO THE AUGLAIZECOUNTY PUBLIC DEFENDER COMMISSION.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of January, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS the term of William Snyder, serving on the Auglaize County Public Defender Commission is due to expire on March 09, 2022; and,

WHEREAS, the Board of County Commissioners contacted Ms. Snyder, asking him if he would serve another four year term; Mr. Snyder consented to be re-appointed to the Public Defender Commission.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby re-appoint William Snyder to the Auglaize County Public Defender Commission with the new term commencing as of March 10, 2022 and terminating on March 09, 2026.

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

Adopted this
20th day of
January, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
David Bambauer

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

Cc: ~~Auglaize County Public Defender~~
~~Presiding Judge~~
~~William Snyder~~

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AND BUDGET ADJUSTMENTS AS REQUESTED BY THE AUGLAIZE COUNTY ADMINISTRATOR.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of January, 2022.

Commissioner Speiser moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 4, 2022, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2022 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

WHEREAS, County Auditor Janet Schuler informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the FAA 2021 Wildlife Fund (087) by \$2,790.00; and,

WHEREAS, Auglaize County Administrator has requested that the Board amend the 2022 Annual Appropriation to reflect the following increase:

Increase 087.0087.531000 (Administration) by \$2,790.00.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2022 Annual Appropriation Resolution be amended to show the change as tabulated above.

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

<u>FAA 2021 Wildlife Fund:</u>		
Amount:	From:	To:
\$ 210.00	087.0087.530600 (Contract Services)	087.0087.531000 (Administration)
\$28,416.47	087.0087.530600 (Contract Services)	087.0087.530601 (Planning)

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustments as mentioned above.

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

Adopted this
20th day of
January, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
David Bambauer

John N. Bergman
John N. Bergman *yes*

Douglas A. Speiser
Douglas A. Speiser *yes*

cc: ✓ County Auditor
✓ County Administrator

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO DRAW WARRANTS FOR THEN AND NOW CERTIFICATE PAYMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of January, 2022.

Commissioner Spicer moved the adoption of the following:

RESOLUTION

WHEREAS, the practice of using “Then and Now Certificates” has been instituted by the County Auditor.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of “Then and Now Certificates”, does hereby approve the following:

<u>Check No.</u>	<u>Amount</u>	<u>Vendor</u>
457777	474.34	Auglaize County Treasurer
457777	132.47	Auglaize County Treasurer
457777	263.81	Auglaize County Treasurer
457777	542.59	Auglaize County Treasurer
457777	940.61	Auglaize County Treasurer
457777	435.32	Auglaize County Treasurer
457777	654.63	Auglaize County Treasurer
457777	1087.89	Auglaize County Treasurer
457777	6548.30	Auglaize County Treasurer
457777	957.65	Auglaize County Treasurer
457777	160.70	Auglaize County Treasurer
457777	6236.05	Auglaize County Treasurer
457778	361.42	Quill
457779	105.21	Quill
457780	246.76	Joint Township Hospital
457781	182.82	Joint Township Hospital
457782	734.21	Friends
457783	45000.00	City of St. Mary’s
457786	125.00	Ohio Assoc. of Juv. Judges
457788	474.95	Speckman
457789-457790	695.00	Wapak Daily News
457791	121.29	AES
457792	607.19	AES
457794	533.00	Allen County Probate Court
457797	1485.580	Schwieterman Pharmacy
457798	2962.50	Mark Davis
457799	1382.61	Mesco
457802	391.18	Kohls
457803	233.70	Treasurer State of Ohio
457804	6050.00	Clear Creek
457805	270.00	Psychological Resources
457808	250.00	Ohio Judicial Conference
457811	1367.22	Jacob Foxhoven
457815	377.63	Alloway
457816	1145.50	NWGS
457820-457821	203977.25	Auglaize County Job & Family SVC
457822-457823	1179.03	Visa
457824	1137.67	Visa
457826	432.62	St. Marys Trucking
457829	225.00	F & J Home Improvements & Maintenance Services
457830	17885.18	Parr Public Safety Equipment
457833	19350.00	Family & Children First of Auglaize County
457833	12946.52	Family & Children First of Auglaize County
457834	930.00	Jamie Cupp
457841	1432.98	NCIC
457842	692.56	Matthew Bender & Co.
457843	338.17	Matthew Bender & Co.
457844	287.47	Matthew Bender & Co.
457846	1477.00	Strategies for Behavior Management
457847	190.56	First Communications
457848	797.75	Lexis Nexis
457849	331.87	Jay Petroleum
457851	1550.00	NK Telco
457852	1912.20	Amber Piper

457853	163.81	Four U Office Supplies
457857	20661.35	Burke Petroleum Inc.
457862	2400.25	Treasurer State of Ohio
457863	341.25	Fishel Downey Albrecht & Riepenhoff
457865	800.00	Kerns Ford
457866	123.05	Sarah Lee
457867	170.78	Robb Hemmelgarn
457870	1600.00	Northwest Ohio Juv. Detention Center
457874	422.28	Mark Freeman
457876	170.20	Heather Mahaffey
457879	25485.00	HDR, Inc
457881	11810.69	Adelphoi
457884	2321.10	Auglaize County Treasurer
457887	1691.83	Auglaize County Engineer
457888	171.35	Lucas Kiefer

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

Adopted this
20th day
January, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
David Bambauer

John N. Bergman, Yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: County Auditor