

County Commissioners Office  
Auglaize County, Ohio  
July 8, 2010

NO. 10-261

**IN THE MATTER OF AUTHORIZING THE EXECUTION OF CONTRACTS WITH GOLD RADIO GROUP FOR INTERNET SERVICE CONNECTIVITY IN SOIL & WATER.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of July, 2010.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, it is advantageous for Auglaize County to have internet services of various outlying county buildings integrated into the telecommunications network system of the County; and,

**WHEREAS**, Gold Radio Group has offered, at this time, contracts for said services to the County at a cost of \$42.95 each per month; and,

**WHEREAS**, Soil & Water will need one (1) service brought into the building at a cost of \$42.95 per month; and,

**WHEREAS**, the Board of County Commissioners Office will be paying Gold Radio Group; and,

**WHEREAS**, the Soil & Water will be invoiced \$100.00 per month for the service and IT support provided by the Board of County Commissioners; and,

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the contract as presented by Gold Radio Group for said integrated internet services as mentioned above; and,

**BE IT FURTHER RESOLVED** that the Board authorizes the President of the Board to execute the contract from Gold Radio Group for said services so mentioned, as well as, directing the Clerk of the Board of County Commissioners to invoice the office as mentioned 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  
8th day of  
July, 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 Computer Operations Manager  
NKTelco, Inc.



**Gold Radio Group**  
301 W. South St., P. O. Box 1  
New Knoxville, OH 45871  
Toll Free: 866.320.4845  
[www.goldradiogroup.com](http://www.goldradiogroup.com)

## **GOLD RADIO GROUP WIRELESS INTERNET AND DIGITAL PHONE CUSTOMER AGREEMENT**

**CONSENT AGREEMENT** Upon subscription to this service you acknowledge and certify that:

1. You are an adult (18 years of age or older)
2. You have read and understand and agree to be bound by the terms and conditions of this contract.
3. For residential service, you will restrict use of this service to your immediate family and will not resell or provide service to other individuals or commercial parties.
4. You agree to comply with all Federal, State and local applicable laws, rules and regulations in connection with this service.
5. The total liability of Gold Radio Group to anyone under this agreement, regardless of the form of action (whether in contract, tort, strict liability, failure of essential purpose or otherwise), shall not exceed the amount that you would have paid Gold Radio Group under this agreement during the period of time that such liability was incurred.
6. Gold Radio Group is not responsible for the security of your computer nor will it be responsible for installing the appropriate software/hardware to avoid security breaches of your system.
7. The terms and conditions of this agreement are subject to change and notice of change will be posted on our Web site and provided by e-mail or telephone.

### **ADDITIONAL TERMS AND CONDITIONS**

1. **Service** You agree to purchase wireless internet access and/or digital phone service from Gold Radio Group at one (1) or more of the six (6) levels of service listed below:
  - a. Standard Wireless Internet 256 Kbps down / 128 Kbps up
  - b. Premium Wireless Internet 512 Kbps down / 128 Kbps up
  - c. Gold Wireless Internet 1.0 Mbps down / 384 Kbps up
  - d. Ultra Wireless Internet 1.5 Mbps down / 512 Kbps up
  - e. Basic Digital Phone Local, LD
  - f. Enhanced Digital Phone Local, LD, and Features

Wireless Internet speeds are the maximum throughput at each service level. Actual speeds may vary depending on environmental and other technical factors. If you subscribe to "unlimited" LD, you further agree not to use the LD to establish dial up internet connections to ISPs.

2. **Terms of Agreement** The installation charge for wireless internet service is \$159.90. The installation charge for digital phone service is \$30.00. Installation charges are due at the time of installation, payable by credit card or cash. This agreement provides for two (2) minimum service terms being one (1) and two (2) year periods. Customers agreeing to a one (1) year contract will receive a \$50 credit to the first month's bill. Customer's agreeing to a (2) year contract will receive a \$100 credit to the first month's bill. After the initial term service will continue on a month-to-month basis.
3. **Default and Remedies** You will be considered in Default of the Agreement if 1) payment for any Service has not been made within ten (10) days after we have sent you a notice via e-mail that such payment is overdue and 2) for any other breach of this Agreement that is not remedied within ten (10) days after notice of such breach, or for any breach of our Acceptable Use Policy for our Wireless Internet Access and/or Digital Phone Service. If you are in default of this

Agreement, we may terminate all Services under this Agreement without further notice to you and you will be charged an early termination fee of the base level monthly service charge times the number of months remaining in your contract.

4. **Equipment** Wireless service requires the installation of Customer Premise Equipment (CPE). This equipment remains the sole and exclusive property of Gold Radio Group and shall be returned to Gold Radio Group at the time of contract termination. Any mistreatment or negligence by the customer or natural occurrences resulting in damage to the equipment shall require that the customer pay replacement costs.
5. **Interruption of Service** Service may be interrupted at times for a variety of reasons. While the service provider will attempt to restore service in a timely manner, we assume no liability for any damages resulting from service interruptions.
6. **E911 Notification** The Federal Communications Commission (FCC) requires notifying VoIP customers of their possible loss of local telephone service and 911 Emergency services.
  - a. Should you relocate your modem to another address, your E911 location would be incorrect – so moving your modem to another address without notice to us would cause emergency providers to arrive at an incorrect address.
  - b. Should you have an Internet connection failure, your service may not work. If the failure is due to a computer/equipment problem in your home, your service should work.
  - c. Should there be an electrical power outage, services would be interrupted. You may purchase an ancillary battery back-up for your unit.
  - d. In reporting your information to the E911 database – there may be a delay of time from when you are connected with service and the information is loaded into the database. This timeframe may be up to two weeks.

Date: 7 1 1 1 10

Print Name: Don Regula

Signature: Don Regula

Customer Email Address: commissioners@auglaizecounty.org

Service Address: SOIL & WATER, 110 INDUSTRIAL DR., WAPARONETA, OH 45895

County: AUGLAIZE Township: \_\_\_\_\_

Billing Address: (if different than service address) \_\_\_\_\_

CC: MC, Visa, Discover N/A CC Number \_\_\_\_\_ Svc No \_\_\_\_\_ Exp Date \_\_\_\_\_

Term of Contract: \_\_\_\_\_ One Year X Two Years

Installation Charge: - 0 - Promo: \_\_\_\_\_ (may supersede other incentives listed above)

Internet Pkg: ULTRA at \_\_\_\_\_ per month. Phone Line NO at \_\_\_\_\_ per month

LD @ \$0.08/Min NO Unlimited LD @ \$19.95/Mon NO

Type of Service: \_\_\_\_\_ Residential X Commercial

**IN THE MATTER OF AUTHORIZING REPAIRS TO THE ADMINISTRATION BUILDING CHILLER COMPRESSOR BY JMC MECHANICAL.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of July, 2010.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Maintenance Man Rick Bice reported that the chiller compressor needs repaired in the Administration Building; and,

**WHEREAS**, JMC Mechanical of Wapakoneta, OH was contacted to inspect the chiller compressor and prepare a cost estimate for the needed repairs; and

**WHEREAS**, JMC Mechanical determined the chiller compressor repairable and the proposed cost of the project supplied by JMC Mechanical is \$4,107.00.

**THEREFORE BE IT RESOLVED**, that the Board of County Commissioners , Auglaize County, Ohio, does hereby approve the repairs to the chiller compressor located in the Administration Building; and,

**BE IT FURTHER RESOLVED** that said Board does accept the proposal of JMC Mechanical in the amount of \$4,107.00 for said project, and further authorizes JMC Mechanical to proceed with the needed repairs.

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

Adopted this  
8th day of  
July, 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: JMC Mechanical  
County Maintenance personnel

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE WORKERS' COMPENSATION GROUP RATING PLAN AGREEMENT FOR THE COUNTY'S CONTINUED PARTICIPATION IN THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO WORKERS COMPENSATION GROUP RATING PLAN.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of July, 2010.

Commissioner Bergman moved the adoption of the following

**RESOLUTION**

**WHEREAS**, the County Commissioners Association of Ohio (CCAO ) established the "CCAO Service Corporation Workers' Compensation Group Rating Plan", pursuant to Ohio Revised Code 4123.29; and,

**WHEREAS**, the Board adopted Resolution #92-377, on June 4, 1992, authorizing the county's participation in this group rating plan; and,

**WHEREAS**, CCAO projects a cost savings for Auglaize County for calendar year 2011 to be \$39,255.00; and,

**WHEREAS**, the Board feels this savings to be significant enough for continued association with this group rating plan.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the President of the Board to execute An Agreement for the County's continued participation in the CCAO Workers' Compensation Group Rating Plan for calendar year 2011 and,

**BE IT FURTHER RESOLVED** that the Board of County Commissioners does authorize the payment of the CCAO Worker Compensation Group Rating Plan Administration fee as determined and submitted by the CCAO; and,

**BE IT FURTHER RESOLVED** that a copy of the executed agreement be made a part of this Resolution.

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

Adopted this  
8th day of  
July, 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: CCAOSC - Tricia Callihan  
County Auditor - Janet Schuler  
Sedgewick CMS - CompManagement, Inc.

# **COUNTY COMMISSIONERS ASSOCIATION OF OHIO WORKERS' COMPENSATION GROUP RATING PLAN AGREEMENT**

THIS AGREEMENT, dated as of June 23, 2010, is between CCAO Service Corporation ("CCAOSC"), an Ohio corporation, and Auglaize County ("Participant"), a political subdivision of the State of Ohio.

## **Section I: INTRODUCTION**

Section 4123.29 of the Ohio Revised Code (ORC), and the rules promulgated thereunder, permit the establishment of employer group rating plans in order to group the experience of employers for workers' compensation rating purposes. The County Commissioners' Association of Ohio ("CCAO") acting through CCAOSC, its Service Corporation, as sponsoring organization within the meaning of Section 4123.29 and the regulations associated with same, hereby establishes a Group for the benefit of its membership for the purpose of obtaining a group rating pursuant to Section 4123.29, ORC. The terms and conditions for participation in the CCAO Group Rating Plan are herein established.

A participating county is hereafter referred to individually as a "Participant". Participating counties are collectively referred to as the "Group".

## **Section II: NAME**

The name of the plan shall be the CCAO Workers' Compensation Group Rating Plan, hereafter referred to as the "CCAO Group Rating Plan" or the "Plan". The principal office of the CCAO Group Rating Plan shall be located at 209 East State Street, Columbus, Ohio 43215.

## **Section III: PURPOSE OF GROUP PLAN**

The CCAO Group Rating Plan is intended to: (1) achieve lower workers' compensation rates for the Group, and (2) result in the establishment of safer working conditions and environments for each Participant.

## **Section IV: REPRESENTATIONS AND WARRANTIES CONCERNING ELIGIBILITY**

1. CCAOSC, for itself and on behalf of CCAO, represents and warrants as follows:
  - (1) CCAO was created more than two years prior to the date of application for Group coverage.
  - (2) CCAO was formed for the purposes other than obtaining Group Workers' Compensation under Section 4123.29, ORC; rather it was formed for the purpose of, among other things, uniting the county commissioners of Ohio into an association to promote the best practices and policies in the administration of

county government for the benefit of the people of the State of Ohio.

- (3) The business of the Group members is substantially similar such that the policies which are grouped are substantially homogeneous.
  - (4) The aggregate workers' compensation premiums of Group members are expected to exceed \$150,000 during the rating period covered by this Agreement.
2. The Participant represents and warrants as follows:
- (1) It is a member in good standing of the County Commissioners' Association of Ohio.
  - (2) It has an Ohio Bureau of Workers' Compensation ("OBWC") policy number for counties and its account with OBWC is in good standing such that no outstanding premiums, penalties or assessments are due from it.
  - (3) It is not a member of any other group for the purpose of obtaining workers' compensation coverage under Section 4123.29, ORC.
  - (4) Its 2008 calendar year payroll does not exceed \$55,000,000. Counties with a 2008 calendar year payroll of \$55,000,000 or more will not be eligible for membership in the Rating Plan. The maximum annual payroll amount may be adjusted annually by the CCAO Workers' Compensation Group Rating Plan.
  - (5) It is current in all financial obligations to the Group.

#### **Section V: BASIC OBLIGATIONS OF PARTIES**

Pursuant to Section I, hereof, CCAO, acting through CCAOSC, has established the CCAO Group Rating Plan.

3. CCAOSC shall:
- (1) coordinate and administer the CCAO Group Rating Plan in accordance with this agreement.
  - (2) file or cause to be filed all necessary applications with OBWC to obtain membership for the Participants in the CCAO Group Rating Plan; and
  - (3) perform such additional duties as are required of it by this Agreement.
4. The Participant shall:
- (1) join and participate in the CCAO Group Rating Plan; and
  - (2) perform such additional duties and pay such fees and expenses as are required of it by this Agreement.

#### **Section VI: PENALTY RATED PARTICIPANTS**

The Participant recognizes that the inclusion of Group members with a penalty modification detrimentally affects the Group rate. Each year, CCAOSC, in consultation with the TPA, shall

analyze the projected experience modification of all prior year plan members. CCAOSC, in its sole discretion, may determine that a plan Participant is not eligible for any subsequent year Group plan and not renew said Participant.

### **Section VII: RATE CONTRIBUTION AND REBATES**

The Participant understands that the Group rate must be estimated in advance of the experience period and is based upon the most recent experience period, and that the actual Group rate will vary depending upon multiple factors. The Participant is solely responsible for any assessment of premiums owed to the OBWC. In no event shall CCAO, CCAOSC, the third party administrator, or other Group members be held liable for premiums owed by the Participant to the OBWC.

The Participant understands the Group rate is subject to change during and subsequent to the policy period, and all debit and credit adjustments processed by the OBWC will be the premium responsibility of the individual Participant. In no event will CCAO, CCAOSC, the third party administrator, or the other Group members be held liable for premiums owed by the Participant to the OBWC resulting from subsequent rate revisions.

It is understood that in forming a group the OBWC will calculate a group rate for the CCAO Group Rating Plan which shall be applied uniformly to the members of the Group regardless of each Participant's individual rate. It is further understood that OBWC shall calculate premiums, as provided by law, multiplying the group rate (as described above) times each Participant's individual payroll.

In order to allocate the savings derived by formation of the Group, and to maximize the number of Participants in the Group, it is hereby agreed that annually the CCAOSC shall estimate the total savings which shall accrue to the Group through its formation. The CCAOSC shall notify each Participant of the estimated savings as well as the estimated rebates and/or additional billings required so that yearly budgeting may be facilitated on a timely basis for the Participants.

Upon receipt of the actual year-end payroll figures from each Participant, the CCAOSC shall calculate the total realized savings which shall accrue to the Group through its formation, and collect contributions from and pay rebates to the Group's various Participants. The Participants determined to be eligible for the Group filing shall receive the share of the Group savings which shall be equal to the total savings of all Group members multiplied by the percentage found by dividing the Participants' individual payroll by the total payroll of all participating Group members.

CCAOSC shall bill any contributions due from individual Participants no later than sixty (60) days following receipt by CCAOSC of all the payroll reports submitted by Participants to the OBWC. Bills for contributions are due and payable to CCAOSC within thirty (30) days of receipt. In the event of a delinquency, interest at a rate equal to the prime interest rate on the date of delinquency as charged by the bank in which CCAOSC Workers' Compensation Group Rating Plan funds are held



may be added to the amount due and owing.

All rebate checks shall be paid to those Participants due rebates no later than ten (10) days from the date of receipt by CCAOSC of all contributions due from individual Participants.

### **Section VIII: ADMINISTRATIVE SERVICES**

CCAOSC, with approval of the Group Executive Committee, shall retain the services of a third party administrator ("TPA") specializing in the administration of workers' compensation claims. Such designated TPA shall assist CCAOSC staff in the day to day management of the plan, prepare and file necessary reports for both OBWC and members, assist with loss control program, and other duties, (**excluding** claims-related matters, which shall be the responsibility of each individual Participant, as provided in the second paragraph of this Section VIII) relating to the Plan's activities. The cost of these TPA services shall be borne by the Participant in proportion to its payroll to the total payroll of the Group. CCAOSC shall bill the Participant for such services at such times as are determined by the Group Executive Committee and the Participant shall remit payment to CCAOSC within thirty (30) days of its receipt of such bill.

Each Participant may at its sole expense, engage the services of an attorney, or other qualified TPA, or representative for claims-related matters, such as hearings before the respective state agencies.

In any event, the Participant agrees to inform CCAOSC, the Group, and the Group's TPA, at all times, of all claims and related matters which will affect the rating of the Group.

### **Section IX: RISK MANAGEMENT SERVICES**

The Participant acknowledges that one of the statutory requirements for a group rating program is a substantial improvement in accident prevention and safety training by the Group. The Participant shall make a good faith effort to maintain a safe working environment for its employees and to implement the Group's model safety and claims management program, "*The CCAO 10 Step Safety Plan for County Government*". In addition, each Participant shall participate in and comply with any safety program or claims management procedure adopted by the Group Executive Committee. The costs for risk management services shall be allocated, billed and paid in the same manner as described in Section VIII, above. The Participant may provide supplementary training and risk management consulting services to its employees at the Participant's sole expense.

CCAOSC reserves the right to require the Participant to undergo an occupational safety and health audit of its premises. For such audits, the Participant shall have the option of (1) using a qualified private safety consultant of the Participant's choice, subject to CCAOSC's approval; or (2) requesting CCAOSC to arrange for an audit performed by the Ohio Division of Safety and Hygiene ("ODSH"). It is understood that the ODSH will perform an audit at no additional cost. However, if the Participant chooses to utilize a private safety consultant it shall do so at its own cost. A copy of

the audit results and safety recommendations shall be provided to CCAOSC upon CCAOSC's request. The Participant and CCAOSC agree that if a private consultant is engaged by the Participant to perform an audit, the consultant will act as an independent agent, not subject to the direction and control of CCAOSC.

#### **Section X: GENERAL MANAGEMENT FEES**

The Participant agrees to pay anticipated general management fees during the term of the Agreement, if any, as described and in the manner specified in Section VIII, above.

#### **Section XI: GROUP EXECUTIVE COMMITTEE**

There is hereby established a Group Executive Committee, which shall consist of nine members. Two of said members shall be the President and the Treasurer of CCAOSC; the remaining seven members shall be representatives of the Participants, elected by the Participants. No Participant shall have more than one member on the Group Executive Committee, and each Executive Committee Member shall be a county commissioner. However, any member county may by written instrument signed by two or more County Commissioners, appoint a designee who need not be a county commissioner but shall be an employee of the member county. A designee shall have the same powers as the appointing member.

The duties of the Group Executive Committee shall be:

- (1) to approve the selection of a TPA, as provided in Section VIII hereof;
- (2) to review and approve proposed TPA fees, fees for risk management services, and general management fees, and to provide for the billing and collection thereof;
- (3) to determine ongoing eligibility of each Participant for continued participation in the Group; and
- (4) to perform such other acts and functions as may be necessary to the administration of the Group.

#### **Section XII: TERM OF AGREEMENT**

Subject to the approval of the CCAO Group Rating Plan by the OBWC, the term of this Agreement shall commence on the date of execution hereof and shall be continuing and shall be applicable to all rating periods beginning January 1, 2011 and thereafter. CCAOSC may terminate this Agreement upon sixty (60) days written notice to the Participant. The Participant may terminate this Agreement so as not to be included in the CCAO Group Rating Plan for the next annual rating period provided ten (10) days written notice of intent to withdraw from the CCAO Group Rating Plan is given to CCAOSC prior to the prescribed application deadline of OBWC, currently August 27, 2010. In any event, a Participant shall not be relieved of the obligation to pay any amounts owed for

participation in the CCAO Group Rating Plan prior to withdrawal therefrom.

### **Section XIII: APPLICATIONS BY PARTICIPANT**

Initial application of a Participant shall include: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC Form AC-26, allowing CCAOSC or its TPA to represent the CCAO Group Rating Plan before the OBWC. A Participant's initial application shall also include a one-time membership fee in the amount of \$2,000. In order to remain in good standing and to remain eligible for Group membership, a Participant must be current in all financial obligations to CCAO and to the Group, and shall provide to CCAOSC annually, prior to the OBWC group rating deadline: (1) a properly signed and authorized copy of this Agreement; and (2) a properly executed OBWC Form AC-26, allowing CCAOSC or its TPA to represent the CCAO Group Rating Plan before the OBWC.

### **Section XIV: GENERAL PROVISIONS**

CCAOSC shall strictly account for all funds collected and disbursed relating to the Group Rating Plan. All Group Rating funds shall be strictly segregated from all CCAOSC funds relating to the operations and activities of CCAO's other programs.

The Participant is solely responsible for any assessment of premiums levied by OBWC against it. Neither the CCAO Group Rating Plan nor its TPA shall be liable for any such charges.

If the Participant leaves the Group, it will allow representatives of the Group to access its loss experience for a period of three (3) years following the last year of participation.

The Participant acknowledges that group rate setting is solely the function of the OBWC. It is understood that such considerations as the "TM Calculation", "Credibility Factor", "Break Even Factor" and "Loss Value Limitation", shall be assigned by the OBWC at the group level, rather than the individual level.

The Participant hereby acknowledges receipt of the complete Agreement.

IN WITNESS THEREOF, the parties hereby enter into this Agreement on the date given below.

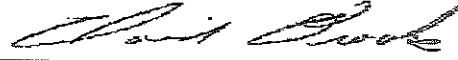
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**CCAO SERVICE CORPORATION**

Date: 6/23/2010

By: \_\_\_\_\_



David W. Brooks

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**Auglaize County**

Date: 7-8-10

By: \_\_\_\_\_

  
Signature of Authorized Official

County Name: Auglaize County

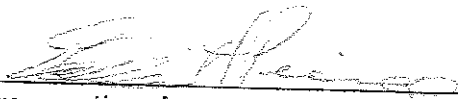
Address: 209 South Blackhoof Street Rm 102

City, State, Zip: Wapakoneta OH 45895-1989

OBWC Number: 30600001

Name of Participant's TPA  
for claim-related matters: Comp Management Inc.

APPROVED AS TO FORM

  
\_\_\_\_\_  
Prosecuting Attorney

**IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE RE-ENROLLMENT APPLICATION FOR THE COUNTY'S CONTINUED PARTICIPATION IN THE COUNTY COMMISSIONERS ASSOCIATION OF OHIO WORKERS COMPENSATION GROUP RATING PLAN.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of July, 2010.

Commissioner Bergman moved the adoption of the following

**RESOLUTION**

**WHEREAS**, the County Commissioners Association of Ohio (CCAO ) established the "CCAO Service Corporation Workers' Compensation Group Rating Plan", pursuant to Ohio Revised Code 4123.29; and,

**WHEREAS**, since 1992, Auglaize County has participated in this group rating plan; and,

**WHEREAS**, CCAO projects a cost savings for Auglaize County for calendar year 2010 to be \$39,255.00; and,

**WHEREAS**, the Board feels this savings to be significant enough for continued association with this group rating plan.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the President of the Board to execute a re-enrollment application for the County's continued participation in the CCAO Workers' Compensation Group Rating Plan for calendar year 2011.

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

Adopted this  
8th day of  
July, 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: CCAOSC – Tricia Callihan  
County Auditor – Janet Schuler  
Comp Management, Inc.

**IN THE MATTER OF APPROVING AND ENTERING INTO A PROPOSAL WITH PERFECTION GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE HVAC PORTION OF THE AUGLAIZE COUNTY COURTHOUSE RENOVATION PROJECT; AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE SAID PROPOSAL.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of July, 2010.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on September 29, 2009, in Resolution #09-372, the Board of County Commissioners selected Perfection Group, Inc. to provide identification, design, and implementation of energy efficiency improvements for the Law Enforcement Center, Administration Building, Courthouse, Auglaize Acres, Auglaize County Department of Job and Family Services, West Municipal Court, Engineers Department, OSU Extension, Title Office and Recycle Center; and,

**WHEREAS**, after much study and at this time, Perfection Group, Inc. has offered the Board of County Commissioners a proposal for a Design Build Water Source Heat Pump System for the Auglaize County Courthouse Renovation Project, including completed / construction documents stamped by one of its in-house engineers, per the outline specifications prepared by Perfection Group. Included will be the local HVAC permit fees and our standard 1 year design and installation warranty. Perfection Group also agrees to work closely with Auglaize County's architect of record, Garmann Miller, through the design, installation, start-up and turn-over phases of this project; and

**WHEREAS**, Perfection Group, Inc. has stated in the proposal that the base amount for the Courthouse HVAC Renovation Project is \$1,110,084.00; and

**WHEREAS**, if for any reason this project does not move forward and / or Perfection Group is not awarded the complete installation of the above project for the quoted price, the breakage fee for the engineered documents will be \$53,210.00.

**THEREFORE BE IT RESOLVED**, that the Board of Auglaize County Commissioners does hereby approve the proposal for said comprehensive technical proposal as presented by Perfection Group for the HVAC Courthouse Renovation; and,

**BE IT FURTHER RESOLVED** that said Board does authorize the execution of said proposal by Don Regula, President of the Board of County Commissioners; and,

**BE IT FURTHER RESOLVED** that the Proposal be hereto attached and thus become a part of this Resolution.

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

Adopted this  
8th day of  
July, 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. – Al Lindeman  
\*County Administrator



**Perfection Group, Inc.**  
**Comprehensive Technical Proposal**  
*prepared for:*  
**Courthouse HVAC Renovation**

Proposal Number: DTA-78739C

Proposal Date: 07/01/2010

By:

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

For:

Auglaize County  
209 S. Blackhoof St.  
Wapakoneta, OH 45895  
Mr. Joe Lenhart

And

*Hereinafter: Perfection Group, Inc.*

*Hereinafter: Customer*

**SERVICES WILL BE PROVIDED AT THE FOLLOWING LOCATION(S):**

201 Willipie Street, Wapakoneta, Ohio 45895

**Perfection Group, Inc. WILL PROVIDE THE FOLLOWING TO THE CUSTOMER:**  
Courthouse HVAC Renovation  
**Base Proposal Amount: \$1,110,084.00**  
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.

**PERFECTION GROUP, INC.**

Signature (Sales Representative): Alan L. Lindeman

Approval Signature: Jack Albrecht

Date

**CUSTOMER**

  
Authorized Representative Signature

Don Regula, President of the BOCC  
Name & Title (Print/Type)

July 8, 2010  
Date

Proposal Number: DTA-78739C

Proposal Date: 06/01/2010

*Services Provided by Perfection Group, Inc. for:*  
**Courthouse HVAC Renovation**

**SCOPE OF WORK:**

In this scope of work is a Design Build Water Source Heat Pump System for the Auglaize Court House renovation project. Included in this proposal are the completed coordination / construction documents stamped by one of our in-house engineers, per the outline specifications prepared by Perfection Group. Included will be the local HVAC permit fees and our standard 1 year design and installation warranty. Perfection also agrees to work closely with Auglaize County's architect of record, Garmann Miller, through the design, installation, start-up and turn-over phases of this project.

Safety is of utmost importance to Perfection Mechanical Services. The project site will be monitored weekly by our in-house safety coordinator. A copy of our written safety manuals will be provided to the general contractor and owner along with a copy kept on site by Perfection's superintendent. This along with weekly toolbox talk reports and monthly safety inspection reports will be turned in.

All wages paid on this project shall be paid at not less than the stated prevailing wage rates as determined in the requirements of Chapter 4115, of the Ohio Revised Code. All necessary paperwork to ensure proper compliance will be provided.

No sales tax has been included in this HVAC proposal.

**Base System Design** - The HVAC Base System design includes all necessary HVAC equipment, piping, sheetmetal and controls to provide a complete Water Source Heat Pump System. This proposal is based on a Design Build project where Perfection shall take the design from this bid document to a completed, coordinated, permit ready set of documents. Those documents shall be stamped by one of our in-house registered engineers and the design / installation shall be warranted for 1-year from the date of completion. (See pg. 4 of 6 for breakout cost of the engineered drawings)

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



Proposal Number: DTA-78739C

Proposal Date: 06/01/2010

***Services Provided by Perfection Group, Inc. for:***  
**Courthouse HVAC Renovation**

**SCOPE OF WORK CONTINUED:**

The systems included, shall be at a minimum, the efficiencies and quality of systems and equipment as called for in this proposal. All heat pump refrigeration compressors shall carry the extended 4-year factory warranty. Sound levels and serviceability of the heat pumps shall be designed into the final coordination of heat pump locations. The heat pumps themselves shall include the stainless drain pan, the 2" filter rack, scroll type compressors, microprocessor control package capable of seamless communication with our DDC control package, shall include ECM controlled motors on systems over 1.5 tons, shall use R-410a refrigerant and those units above 1.5 tons in size shall meet or exceed a minimum of 15 EER efficiency rating.

Floor by floor zone valving shall be included. All loop piping shall be schedule 40 black pipe and shall include, at each heat pump, the stainless supply and return final hookups. All necessary ball and auto flow control valves will be included. Special attention shall be paid to the testing, flushing and cleaning of the loop piping systems.

Gas piping from the new meter location shall be fed through a blk. Iron, color coded, gas pipe to the mechanical equipment. Complete installation, including final tie-in at the boilers is included.

All condensate drain piping shall be run in copper with the fist 10' from each heat pump, or until the tie-in point at the main shall be insulated.

All supply and return plenums shall be installed using an internally insulated, sound absorbing liner. Runouts to each diffuser shall be run in non-insulated spiral duct with final flexible connectors no longer than 6'-0" in length. The tempered outside air duct and exhaust collection systems shall not be insulated.

All rest room, break room, general exhaust and building relief sheetmetal shall be ducted back to the 3<sup>rd</sup>. level mechanical room ERV location. This along with the outside air duct from the same ERV shall be ducted to each quadrant on each floor. The outside air intake duct from the newly installed intake air louver in the attic shall be insulated.

Miscellaneous electric heaters located in outer stair towers and at entries will be furnished and installed. Smoke detectors, the installation of the detectors and the shutdown of the HVAC system by the smoke detectors is not part in this proposal.

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

Proposal Number: DTA-78739C

Proposal Date: 06/01/2010

**Services Provided by Perfection Group, Inc. for:  
Courthouse HVAC Renovation**

**SCOPE OF WORK CONTINUED:**

In the existing Boiler House Coal Room we will locate the new mechanical equipment. Included shall be two fully modulating condensing hi-efficient hot water boilers. All necessary flues and combustion inlet ducting shall be included. Two base mounted end suction pumps also located in this room shall circulate water through the existing tunnel to the main building loop heat pump piping system. All valves, gauges, thermostats and proper pressure testing, cleaning, filling and chemicals shall be a part of this installation. Concrete housekeeping pads are included in this proposal.

The indoor packaged Fluid Cooler shall also be located the upper portion of this same room on structural steel designed and installed by others. The fluid cooler shall draw air in through a new outside air intake louver located in the south wall of the existing coal room. Once through the cooler the discharge air shall be ducted to a new discharge air louver in the east wall. Both louvers and the installation of those louvers are included. The wall openings are not included.

The DDC Control system included shall be LON based and shall include all wiring, installation, programming and commissioning. All control work, along with all other work described above shall be completed by Perfection Mechanicals own associates. Included will be a complete front end including color graphics showing all controlled equipment, trending, alarming and internet accessibility.

Once complete with the installation, Perfection's Start-up, Balance and Commissioning Group shall start, test and balance water and air flows. Owner product data books, both hard and electronic copies, of the record drawings and the warranty information shall be turned over to the owner in triplicate.

*Included in the above scope of work are the complete engineered stamped HVAC drawings. If for any reason this project does not move forward and / or Perfection Group is not awarded the complete installation of the above project for the quoted price, the breakage fee for the engineered documents will be .... \$53,210.00. At that time, the engineers stamp will be removed from the documents, due to insurance reasons, and all responsibility for the installation, operation and or system warranty will no longer rest with the Perfection Group.*

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



Proposal Number: DTA-78739C

Proposal Date: 06/01/2010

**Services Provided by Perfection Group, Inc. for:**

**Courthouse HVAC Renovation**

**HVAC INCLUSIONS/EXCLUSIONS:**

- |   |  |   |  |
|---|--|---|--|
| <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | CAD Drawings - Base Drawings by Others             | <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Demo of Exist. Boiler / Piping                                     |
| <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | State Engineers Stamped Drawings                   | <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Painting or Prime Coating  |
| <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Duct Smoke Detector Power Wiring                   | <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Asbestos Identification or Removal                                 |
| <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Duct Smoke Detectors                               | <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Demo of Exist. Radiators / Piping                                  |
| <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Audible & Visual Alarm for Smoke Detectors         | <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Patch Openings where Pipe / Duct is Removed                        |
| <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Life Safety System Wiring or Controls              | <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Fire Dampers   |
| <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Ductwork (per SMACNA Standards)                    | <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Fire Stopping  |
| <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Ducted Return Air Systems                          | <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Access Doors in Drywall or Rated Enclosures                        |
| <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Internal Duct Insulation - SA / RA                 | <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Prevailing Wages   |
| <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | External Duct Insulation before ERV                | <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Federal Minimum Wages  |
| <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Standard Diffusers, Grilles, and Registers         | <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Overtime Working Hours   |
| <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Plaster Repair/Replacement                         | <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Complete DDC Temperature Controls                                  |
| <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Drop Ceiling Repair / Replacement                  | <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Low Voltage Wiring   |
| <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | HVAC Equipment Housekeeping Pads                   | <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | DDC Commissioning / Owner Training                                 |
| <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Tower Structural Steel Supports - up to \$8,000    | <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | 1st. Yr. Maintenance of Newly Installed Systems                    |
| <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Structural Steel Support Design                    | <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | 1 Year Warranty from Start-up Final Piece of Significant Equipment |
| <input type="radio"/> Inc <input type="radio"/> Ex <input checked="" type="radio"/> n/a | Standard Flat Roof Curbs                           | <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | (4) Yr. Extended Compressor Warranty                               |
| <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Upper Level Window Removal for Louver(s)           | <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Responsible Clean Up for Perfection Work                           |
| <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Flashing at OA / Exh. Louver Locations             | <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Dumpster Charges   |
| <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Gas Piping from new Meter at Boiler House          | <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Temporary Heating  |
| <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Gas Service to the Building - by Provider          | <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Temporary Power  |
| <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Gas Test Fees and Permit                           | <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Balancing by Perfection Mechanical                                 |
| <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Rigging of all HVAC Equipment                      | <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Test, Start-up and Commissioning                                   |
| <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Flues / Combustion Air for Boilers                 | <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Owner Training of all Systems Installed                            |
| <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Roof / Wall Flashing's at Boiler Flues / Comb. Air | <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Manuals & Warranty Documents                                       |
| <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Condensate Drain Piping from Heat Pumps            | <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Record Drawings / Hard Copy & Electronic                           |
| <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Piping Insulation - 1st. 10' of Condensate Piping  | <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Factory Mutual (FM) Insurance Requirements                         |
| <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Main Bldg. loop Piping - non insulated             | <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Industrial Risk Insurers (IRI) Requirements                        |
| <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Openings in Walls and Floors - up to \$8,000       | <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Filters - Maximum 2 Sets Only                                      |
| <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Power Wiring                                       | <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Mechanical Permit - HVAC   |
| <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Motor Starters                                     | <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Sales Taxes  |
| <input type="radio"/> Inc <input checked="" type="radio"/> Ex <input type="radio"/> n/a | Disconnects  | <input checked="" type="radio"/> Inc <input type="radio"/> Ex <input type="radio"/> n/a | Client May Hold 10% Retainage                                      |



Proposal Number: DTA-78739C

Proposal Date: 06/01/2010

***Perfection Group, Inc. Terms and Conditions for:  
Courthouse HVAC Renovation***

1. Customer shall permit Perfection Group, Inc. free and timely access to areas and equipment, and allow Perfection Group, Inc. 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.
2. Perfection Group, Inc. warrants that the workmanship hereunder shall be free from defects for one (1) year from date of start - up of last piece of significant equipment. If any replacement part or item of equipment proves defective, Perfection Group, Inc. will extend to Customer the benefits of any warranty Perfection Group, Inc. has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Perfection Group, Inc.'s expense during the one (1) year warranty. This warranty does not include routine maintenance, e.g.: equipment cleaning, mechanical parts lubrication, testing, belt adjustment, etc., which can be purchased from Perfection Group, Inc. at a discount during the warranty period. The warranty also does not include repair or replacement of equipment damaged by voltage fluctuations, misuse, lack of proper maintenance, lightning or other acts of nature.
3. 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 with seven (7) days notice to customer. If payment issues cannot be resolved within fourteen (14) days, both parties will agree to go into arbitration.
4. Any alteration to, or deviation from, this Agreement involving extra work, cost of 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.
5. In the event Perfection Group, Inc. must commence legal action in order to recover any amount payable under this Agreement, Customer and Perfection Group, Inc. agree to let arbitrator determine who is responsible for court costs and attorney fees incurred by each party.
6. 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 start-up of last piece of significant equipment.
7. 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.
8. 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.
9. 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 findings. 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. Perfection Group, Inc. expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or damage to the customer's facility, arising out of or in connection with Perfection Group, Inc.'s work under this agreement, including without limitation any illness, injury, or damage resulting in any manner from any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).
10. 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.
11. Customer shall provide and have in force during all phases of the work, a Builders Risk Insurance policy.
12. Perfection Group, Inc. shall not be liable for any liquidated damages except those caused by Perfection Group, Inc.

APPROVED AS TO FORM ONLY:

[Signature]  
The Prosecuting Attorney of Auglaize County, Ohio

CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS

Attest: I, Janet Schuler, Auditor of Auglaize County 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 Auglaize County, or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: 7/9/2010

Seal:

Signed: Janet Schuler

Title: Auditor

**IN THE MATTER OF SETTING DATE AND TIME TO RECEIVE QUOTATIONS FOR THE ACQUISITION OF MATERIALS FOR THE VILLAGE OF CRIDERSVILLE TOWER PARK PROJECT USING FUNDING THROUGH THE FY 2009 CDBG FORMULA PROGRAM.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 8th day of July, 2010.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners allocated \$4,800 from the F.Y. 2009 Community Development Block Grant (CDBG) Formula Program funds to be used to purchase required drainage materials for the Tower Park Project in the Village of Cridersville; and,

**WHEREAS**, the Village of Cridersville requested the Board to obtain quotes for 2000 feet of 4-inch slotted drainage pipe with a price each for fittings such as tees and couplings for the Tower Park Project; and,

**WHEREAS**, it is necessary, at this time, to set date and time, to receive quotations for the acquisition of said materials.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio does hereby set July 22, 2010 at 10:00 p.m. as the date and time at which to receive quotations for F.Y. 09 CDBG Formula Program funded acquisition of drainage pipe and fittings for Village of Cridersville Tower Park Project.

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

Adopted this  
8th day of  
July, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula, yls  
Don Regula

John N. Bergman, yls  
John N. Bergman

Douglas A. Spencer, yls  
Douglas A. Spencer

cc:  Village Cridersville - John McDonald  
 Poggemeyer Design Group - Dianne Guenther