

**IN THE MATTER OF RATIFYING THE EXECUTION OF AN AGREEMENT BETWEEN AUGLAIZE COUNTY BOARD OF COUNTY COMMISSIONERS AND KELLY KNUTZEN FOR MOWING AND TRIMMING SERVICES AT THE UNIOPOLIS SEWER PLANT AND ARROWHEAD SEWER TREATMENT PLANT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of March, 2018.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, an agreement was presented to the Board of County Commissioners which sets forth terms and conditions for said mowing and trimming services at the Uniopolis sewer plant and Arrowhead Sewer Treatment Plant; this agreement is between the Auglaize County Board of County Commissioners and Kelly Knutzen, effective March 31, 2018 through and including November 30, 2018 at the rate of \$55.00 per trip for Mowing Area #1 and at the rate of \$40.00 per trip for Mowing Area #2.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio does hereby approve and does authorize the Board to execute the agreement between the Auglaize County Board of County Commissioners and Kelly Knutzen for mowing and trimming services as specified.

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

Adopted this  
13th day of  
March, 2018

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer , Yes  
Douglas A. Spencer

Don Regula , Yes  
Don Regula

John N. Bergman , yes  
John N. Bergman

cc: Kelly Knutzen  
Sanitary Engineer – Doug Reinhart

## SERVICE AGREEMENT

This agreement is made and entered into this 13<sup>th</sup> day of March, 2018, by and between the AUGLAIZE COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as the "County" and MR. KELLY KNUTZEN hereinafter referred to as "Contractor" upon the following terms and conditions:

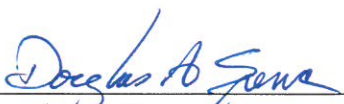
1. Contractor agrees to provide mowing and trimming services at the Uniopolis sewer plant. The Contractor agrees to mow on each side of the drive at the sewer plant, up to and including 30 feet from the center of the drive on each side, the area included inside the fence and the east half of the ground owned by the County south of the driveway (the "Mowing Area #1"). The area to be maintained by the Contractor is more fully depicted on Exhibit A hereto. The Contractor also agrees to provide mowing and trimming services at the Arrowhead Sewer Treatment Plant, the area included inside the yellow line on Exhibit B hereto known as (the "Mowing Area 2").
2. Mowing and trimming shall begin as soon as the grass in the Mowing Area reaches a height of three inches. The Mowing Area shall thereafter be mowed and/or trimmed as needed so that the grass shall be maintained at or below three inches in height, until the expiration of the term of this Service Agreement. The Contractor shall also mow and trim the Mowing Area upon the request of the County regardless of the grass height.
3. In consideration of the services performed by Contractor, the County shall pay the Contractor Fifty-Five Dollars (\$55.00) per trip for Mowing Area #1 and Forty Dollars (\$40.00) per trip for Mowing Area #2. Under this Service Agreement a "trip" shall mean a complete mowing and trimming of the Mowing Area. Contractor shall invoice the County on a monthly basis with appropriate details for each trip included within the invoice period. The invoices shall be sent to the following address:

Auglaize County Engineer  
1014 South Blackhoof Street  
Wapakoneta, OH 45895

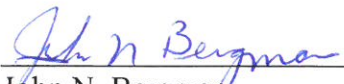
4. The term of this Service Agreement shall be March 31, 2018 through and including November 30, 2018.
5. Contractor agrees to indemnify, defend and hold harmless the County against any and all claims, demands, suits, lawsuits, including cost connected therewith for any damages that may be assessed, claimed or recovered against or from the County or any elected or appointed official, employee, volunteer, agent or all others working on behalf of the County by reason of personal injury, including bodily injury, death, and/or property damage in any way connected or associated with this Service Agreement or any acts of the Contractor hereunder.
6. Contractor shall be responsible for Workers Compensation coverage for himself and those doing work on his behalf. Contractor will provide the County with proof of coverage and liability insurance as well as required licenses upon the request of the County.

Board of County Commissioners  
Auglaize County, Ohio

  
\_\_\_\_\_  
Kelly Knutzen

By:   
\_\_\_\_\_  
Douglas A. Spencer

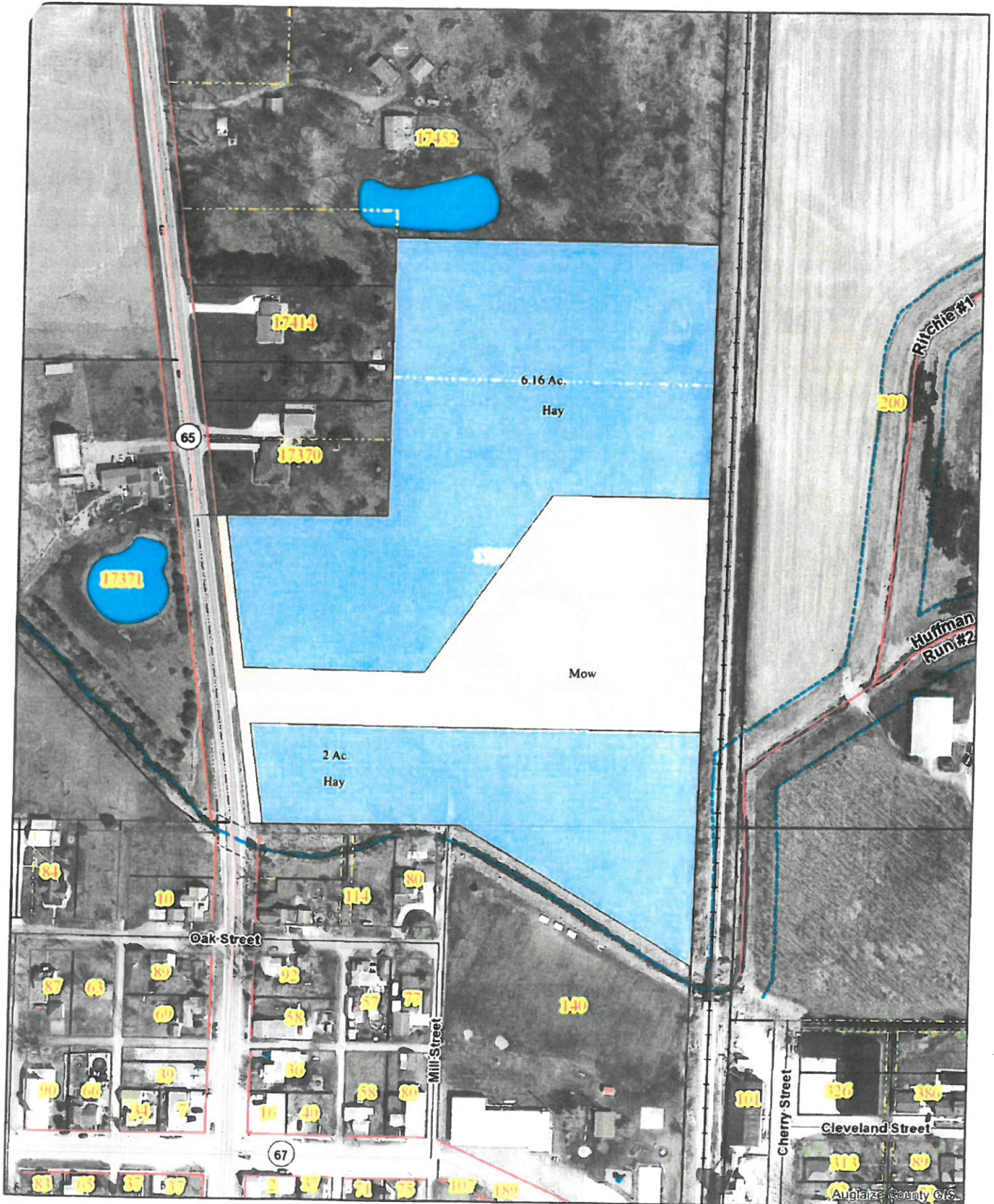
By:   
\_\_\_\_\_  
Don Regula

By:   
\_\_\_\_\_  
John N. Bergman



# EXHIBIT A

Auglaize County, Ohio





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## EXHIBIT B

Auglaize County GIS



Notes

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	v

County Commissioners Office  
Auglaize County, Ohio  
March 13, 2018

No. 18-111

**IN THE MATTER OF AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH GOVDEALS, INC. FOR THE PURPOSE OF SELLING NO LONGER NEEDED PROPERTY OF AUGLAIZE COUNTY; AUTHORIZING THE EXECUTION OF SAID MEMORANDUM OF UNDERSTANDING.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of March, 2018.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS** the Board of County Commissioners has maintained since February 2005 an internet online government auction system; and,

**WHEREAS**, a method of disposing of unwanted or unusable County surplus items has been very advantageous to Auglaize County; and,

**WHEREAS**, a Memorandum of Understanding has been submitted to the Board of County Commissioners by GovDeals, Inc. which outlines the procedure for online Surplus Auctions at a cost of seven and one-half percent (7.5%) commission on surplus sales revenue; and,

**WHEREAS**, the MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date; and,

**WHEREAS**, the Board finds this Memorandum of Understanding to be satisfactory and acceptable.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners of Auglaize County, Ohio does hereby authorize the Memorandum of Understanding with GovDeals, Inc. at the specifications so given in the MOU; same to be attached; and,

**BE IT FURTHER RESOLVED** that the Board does authorize the execution of said Memorandum of Understanding by the President of the Board.

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

Adopted this  
13th day of  
March, 2018

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer , yes  
Douglas A. Spencer

Don Regula , yes  
Don Regula

John N. Bergman , yes  
John N. Bergman

✓cc: GovDeals, Inc.

# GovDeals

## Online Auction Memo of Understanding

This Online Auction Memo of Understanding (MOU) is between GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 100 Capitol Commerce Boulevard - Suite 110 - Montgomery, Alabama, 36117 and the Auglaize County ("Client"), having its principal place of business 209 South Blackhoof Street, Room 201 - Wapakoneta, Ohio 45895.

- 1.0 **Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 **GovDeals' Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in 5.0 below:
  - 2.1 Access to a GovDeals online "Client Asset Server" (CAS), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The CAS will provide Client with the following capabilities:
    - Accept descriptive information concerning an asset including unlimited photos
    - Allow different auction phases based upon dates and times
    - Allow Client to set minimum starting prices, bid increments and reserves
  - 2.2 Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
    - Familiarization with the nature and operation of CAS
    - Guidance in the posting of assets and provide ongoing support
    - Procedures for taking and posting pictures of assets
    - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
  - 2.3 Help Desk support available via telephone or email during normal business hours, except announced holidays.
  - 2.4 Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
    - Work with Client to identify items that may benefit from marketing attention.
    - Provide documented proof of all marketing efforts made on behalf of Client.
    - Assist in determining values and starting prices for unique and high dollar assets.
- 3.0 **Fees:** Please elect a Flexible Pricing Option (FPO) from Exhibit A and enter selection below signature block on MOU page two (2).
- 4.0 **Payment:**
  - 4.1 If Client elects to collect auction proceeds, GovDeals will invoice Client for fees on the first business day of the month following the month assets are sold. Client agrees to remit payment to GovDeals within thirty (30) calendar days from receipt of invoice, unless an applicable prompt payment act or similar legislation specifies a different time period.



- 4.2 Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.
- 4.3 If Client elects GovDeals to collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit B**.
- 5.0 **Term of MOU:** This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0 **Terms and Conditions:** Please find **Exhibit C** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0 **Governance:** This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of Ohio.
- 8.0 **Non-Exclusive Engagement:** This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

**This online auction memo of understanding is agreed to by:**

**GovDeals, Inc**

Signature: \_\_\_\_\_

Print Name: Roger Gravley

Title: President

Date: 3-6-18

**Client: Auglaize County**

Signature: \_\_\_\_\_

Print Name: Douglas A. Spencer

Title: President

Auglaize County Board of Commissioners

Date: March 13, 2018

**Memo of Understanding Contact:**

Attention: Sales Support  
100 Capitol Commerce Blvd, Ste 110  
Montgomery, AL 36117  
Telephone Number: 866.377.1494  
Fax Number: 334.387.0519  
Email: [salesupport@govdeals.com](mailto:salesupport@govdeals.com)

**Flexible Pricing Options (FPO)**

Select one from options described in GovDeals Memo of Understanding- Exhibit A.

Client Collects Proceeds

☒ Option A1 (7.5% Seller- 0% Buyer)

☐ Option A2 (0% Seller- 7.5% Buyer)

Client elects FSS (GovDeals collects Proceeds)

☐ Option B1 (7.5% Seller- 5% Buyer)

☐ Option B2 (5% Seller- 7.5% Buyer)

☐ Option B3 (2.5% Seller- 10% Buyer)

☐ Option B4 (0% Seller- 12.5% Buyer)



## **EXHIBIT A - Online Auction Memo of Understanding**

### **Flexible Pricing Options (FPO)**

**The Client has the option to choose from the following alternative plans:**

#### **A - Client Collects Proceeds**

**Option A1:** The Client pays a 7.5% fee, but not less than \$5.00, which will be reduced according to the Tiered Fee Reduction Schedule described below. GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

**Option A2:** The Client pays a 7.5% fee, but not less than \$5.00, and is given the capability to easily pass the entire fee on to the winning bidder as an Administrative Fee based on the Tiered Fee Reduction Schedule described below. The amount invoiced to the winning bidder will include the gross sale amount of the item, the administrative fee, and any special fees and sales tax. GovDeals will invoice the client each month for fees on items sold in the previous month. This invoice will equal the Administrative fees collected, therefore, making the client's effective fee zero percent (0%). The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

**B - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.**

**Option B1:** The Client pays a 7.5% fee, but not less than \$5.00, and the winning bidder pays a 5% Buyers Premium.\*

**Option B2:** The Client pays a 5% fee, but not less than \$5.00, and the winning bidder pays a 7.5% Buyers Premium.

**Option B3:** The Client pays a 2.5% fee, but not less than \$5.00, and the winning bidder pays a 10% Buyers Premium.

**Option B4:** The Client pays 0% and the winning bidder pays a 12.50% Buyers Premium.

\*If the Client chooses to pay the full 7.5% fee, they will have access to the **Tiered Fee Reduction Schedule**.

#### **Tiered Fee Reduction Schedule**

GovDeals' **Tiered Fee Reduction Schedule** below explains how the base auction fee of 7.5% is reduced for assets that sell in excess of \$100,000 on [www.govdeals.com](http://www.govdeals.com).

- 1. When an asset sells for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%) of the winning bid, but not less than \$5.00.**
- 2. Where an asset sells for more than \$100,000, and up to \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.**
- 3. Where an asset sells for greater than \$500,000, and up to \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000 up to \$1,000,000.**
- 4. Where an asset sells for greater than \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the next \$500,000 of the winning bid, plus a fee of two and one-half percent (2.5%) of the bid amount in excess of \$1,000,000.**

## EXHIBIT C - Online Auction Memo of Understanding

### **Auglaize County**

Wapakoneta, Ohio

#### **Online Sales - Terms and Conditions**

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

**Guaranty Waiver.** All assets are offered for sale "AS IS, WHERE IS." Auglaize County (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

**Description Warranty.** Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the Seller shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final.**

**Personal and property risk.** Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and GovDeals from liability therefore.

**Inspection.** Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See special instructions on each asset page for inspection details.

**Consideration of Bid.** Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

**Buyer's Certificate.** Successful bidders will receive a Buyer's Certificate by email from GovDeals.

**Buyers Premium.** If a Buyers Premium is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

**\*The next section (payment) is used if the client collects the proceeds and may be modified to reflect exact forms of payment accepted by the client. The Buyers Premium and Payment section (above) is used only when GovDeals collects proceeds.**



**\*Payment.** Payment in full is due not later than **10 business days** from the time and date of the Buyer's Certificate. Acceptable forms of payment are:

- U. S. Currency
- Certified Cashiers Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds -- **mandatory**)

Checks shall be made payable to: **Auglaize County**. Payments shall be made at the location listed in the Buyer's Certificate.

**Removal.** All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

**Vehicle Titles.** **Seller** will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

**Default.** Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

**Acceptance of Terms and Conditions.** By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on GovDeals. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

**State/Local Sales and/or Use Tax.** Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

**Sales to Employees.** Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.

**IN THE MATTER OF APPOINTING ANDREW BAUMER, ASST. AUGLAIZE COUNTY ENGINEER, TO SERVE AS THE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVE TO THE PUBLIC WORKS ISSUE II INTEGRATING COMMITTEE; APPOINTING KEVIN SCHNELL TO SERVE AS ALTERNATE.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of March, 2018.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the appointment of Kevin Schnell, Assistant Auglaize County Engineer, as the representative for the Board of County Commissioners to the 13<sup>th</sup> District Public Works Integrating Committee will expire April 30, 2018; and,

**WHEREAS**, said Integrating Committee will be reorganizing, which necessitates an appointment of a representative of Auglaize County; and,

**WHEREAS**, Assistant County Engineer Andrew Baumer, has consented to serve a three (3) year term, commencing May 1, 2018 and ending April 30, 2021, on said committee to ensure that Auglaize County will receive Issue II funding for its infrastructure; and,

**WHEREAS**, the Board of County Commissioners wishes to further appoint an alternate for Assistant Engineer Baumer, Kevin Schnell of the County Engineer's staff has consented to serve as the alternate.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners does hereby appoint Andrew Baumer, Assistant Auglaize County Engineer, to serve as the representative of the Board of County Commissioners to the 13<sup>th</sup> District Public Works Issue II Integrating Committee for a three year term as mentioned above; and,

**BE IT FURTHER RESOLVED** that Kevin Schnell is hereby appointed to serve as alternate on the 13<sup>th</sup> District Public Works Issue II Integrating Committee

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

Adopted this  
13th day of  
March, 2018

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

cc: ☒ County Engineer Doug Reinhart  
☒ Asst. Co. Engineer Andrew Baumer  
☒ Kevin Schnell  
☒ Doug Reinhart, Chairperson, Dist. 13 OPWC



**IN THE MATTER OF ACCEPTING THE RESIGNATION OF ALLEN WINKLER AS THE SOLID WASTE RECYCLING LABORER.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of March, 2018.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Allen Winkler, Solid Waste Recycling Laborer, submitted the following correspondence to the Board of County Commissioners:

Auglaize County Board of Commissioners:

Please accept this letter as resignation of my position as Labor, with my last day being March 21, 2018.

My decision to resign was made after long and careful consideration. I want to express my sincere gratitude for a rewarding employment experience with Auglaize County Solid Waste and with you personally. This decision to pursue another opportunity was not an easy one. However it is the right decision for me at this time as I work toward fulfilling my personal and professional goals.

Thank you for the opportunities for the professional and personal development that you have provided me during the last three years. I have enjoyed working for Auglaize County Solid Waste and appreciate the support provided me during my time with the company.

I wish you and the company the best of success in the future.

If I can assist with the transition, please do let me know.

Sincerely,  
s/Allen Winkler  
Allen Winkler

**NOW, THEREFORE BE IT RESOLVED** by the Board of Commissioners of Auglaize County does hereby accept the resignation of Allen Winkler as Solid Waste Recycling Laborer; same to be effective at 11:59:59 p.m., March 21, 2018; and,

**BE IT FURTHER RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio does commend Solid Waste Recycling Laborer Allen Winkler for his faithfulness and dedication to the citizenry of Auglaize County, and does further, extend its best wishes to him in his future endeavors.

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

Adopted this  
13th day of  
March, 2018

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

cc: Allen Winkler  
✓ Deputy Auditor – Lori Yahl  
✓ Solid Waste - Scott Cisco