

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

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of March, 2017.

Commissioner Spencer 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 #</u>	<u>Amount</u>	<u>Vendor</u>
413131	\$ 351.78	Auglaize Co Clerk of Courts
413155	\$ 170.27	American Health Assoc.
413161	\$33,105.18	Barrett
413207	\$ 215.56	WOCAP
413208	\$ 845.56	WOCAP

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

Adopted this  
16th day  
March, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman yes  
John N. Bergman

Douglas A. Spencer yes  
Douglas A. Spencer

Don Regula yes  
Don Regula

cc: County Auditor

**IN THE MATTER OF SETTING A DATE AND TIME TO RECEIVE BIDS FOR ROCK & GRAVEL  
AGGREGATE AND TRANSIT MIX CONCRETE & GROUT FOR THE HIGHWAY DEPARTMENT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of March, 2017.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS** it is necessary, at this time, to receive bids for the purchase of rock & gravel aggregate and transit mix concrete & grout to be used by the Highway Department during the 2017 season.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby set the following dates and times to receive the mentioned bids:

Rock & Gravel Aggregate      April 11, 2017 at 2:00 p.m.  
Transit Mix Concrete & Grout   April 11, 2017 at 2:15 p.m.

**BE IT FURTHER RESOLVED** that the Board authorizes the County Engineer to precede with the necessary legal steps to cause the above set bid openings.

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

Adopted this  
16th day of  
March, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

✓cc: County Engineer

**IN THE MATTER OF APPOINTING DAN DANAHER TO THE AUGLAIZE COUNTY SOLID WASTE MANAGEMENT DISTRICT POLICY PLANNING COMMITTEE.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of March, 2017.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, pursuant to Ohio Revised Code Section 343.01.1, the Auglaize County Solid Waste Management District Policy Planning Committee needs to appoint an Industrial Representative in the county; and,

**WHEREAS**, Carl Wintzer had served as the Industrial Representative from February 4, 2016 to December 29, 2016 for the Auglaize County Solid Waste District Policy Committee before his unexpected death; and,

**WHEREAS**, Dan Danaher was contacted about his willingness to serve as the Industrial representative for the unexpired two-year term commencing on March 16, 2017 and expiring on October 31, 2017 and he has agreed to serve on said committee.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio does hereby appoint Dan Danaher to the Auglaize County Solid Waste Management District Policy Planning Committee, representing industry, for the unexpired term commencing March 16, 2107 and ending October 31, 2017.

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

Adopted this  
16th day of  
March, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman . yes  
John N. Bergman

Douglas A. Spencer . Yes  
Douglas A. Spencer

Don Regula . yes  
Don Regula

cc: Solid Waste Coordinator – Scott Cisco  
✓ Dan Danaher

**IN THE MATTER OF DOCUMENTING THE RECEIPT OF BIDS FOR THE RITTER #2 DITCH PROJECT:  
AWARDING THE CONTRACT TO SAND RIDGE EXCAVATING.**

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The Board of Auglaize County Commissioners met in regular session on the 16th day of March, 2017.

Commissioner Spencer moved the adoption of the following

**RESOLUTION**

**WHEREAS**, on February 14, 2017, Resolution #17-081, the Board of Auglaize County Commissioners set March 14, 2017 at 10:00 a.m. to receive bids for the Ritter #2 Ditch project; and,

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

From: Sand Ridge Excavating	\$33,045.84;
Gallaspie Drainage & Excavating	\$33,129.26;
Cy Schwieterman, Inc.	\$33,402.25;
John R. Crooks & Sons Excavating	\$33,633.10.

Engineer's Estimate was \$36,080.26; and,

**WHEREAS**, the bids were given to the County Engineer personnel for review and comparison and upon review of the bids, as received, the Drainage Engineer recommended the award be presented to Sand Ridge Excavating for the Ritter #2 Ditch project as its bid is a good and complete bid.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby document the receipt of the bids for the construction of Ritter #2 Ditch project; and,

**BE IT FURTHER RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio does hereby award the bid for the construction of Ritter #2 Ditch Project to Sand Ridge Excavating in the amount of \$33,045.84; and,

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

**BE IT STILL FURTHER RESOLVED** that the whole of such work shall be completed and all material furnished by December 31, 2017 provided that the time of furnishing such material and completing such labor shall correspond with the time provided for its use in the progress of the work.

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

Adopted this  
16th day of  
March, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

✓cc: Auglaize County Engineer  
Bidders

**IN THE MATTER OF AUTHORIZING THE LEASE OF TWO COPIERS FROM PERRYPROTECH FOR THE PROSECUTING ATTORNEY'S OFFICE AND THE CLERK OF COURTS' OFFICE.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of March, 2017.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, PerryproTech was contacted about the expiring lease of said copiers for the Prosecuting Attorney's Office and the Clerk of Courts' Office; and,

**WHEREAS**, it was determined that the Konica Bizhub 368 printer/copier/scanner would best fit the needs of each office; and,

**WHEREAS**, a quotation was submitted to the Board of County Commissioners by PerryproTech for the monthly lease for said copier for so stated office in the amount of \$549.00 for said Konica Bizhub 368 printer/copier/scanner to the Board of County Commissioners.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize a 0%, 60 month fair market value lease agreement from PerryproTech and does authorize the monthly lease of the Konica Bizhub 368 printer/copier/scanner for the Prosecuting Attorney's Office and the Clerk of Courts' Office; and,

**BE IT FURTHER RESOLVED** that the Board does authorize the President of the Board to execute said lease agreement.

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

Adopted this  
16th day of  
March, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

<u>John N. Bergman</u>	, yes
John N. Bergman	
<u>Douglas A. Spencer</u>	, Yes
Douglas A. Spencer	
<u>Don Regula</u>	, yes
Don Regula	

- cc: Perry ProTech
- Prosecuting Attorney – Edwin Pierce
- Clerk of Courts – I. Jean Meckstroth

APPLICATION NO.	AGREEMENT NO.
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## QUICK AGREEMENT

The words **Lessee, you and your** refer to **Customer**. The words **Lessor, we, us and our** refer to **Perry proTECH**.

### CUSTOMER INFORMATION

FULL LEGAL NAME County of Auglaize			STREET ADDRESS 209 S Blackhoof St	
CITY Wapakoneta	STATE OH	ZIP 45895	PHONE 4197396715	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS 209 S Blackhoof St	
CITY Wapakoneta	STATE OH	ZIP 45895	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) Auglaize County Offices, 201 Willipie St Wapakoneta OH 45895				

### EQUIPMENT DESCRIPTION

See the attached Schedule "A"       See the attached Billing Schedule

### TERM AND PAYMENT SCHEDULE

Term **60** months      **60** Payments\* of \$ **549.00**      The lease contract payment ("Payment") period is monthly unless otherwise indicated      \* plus applicable taxes  
 Payment includes **15,000** B&W clicks per month      Excess Click Charge billed **monthly** at \$ **0.009500** per B&W click\*

\_\_\_\_\_ By initialing here, you agree that service and supplies are not included in this Agreement

### END OF LEASE OPTIONS

You will have the following option at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the current market value of the Equipment. 1) Purchase all but not less than all the Equipment for the Fair Market Value per paragraph 1, 2) Renew the Agreement per paragraph 1, or 3) Return the Equipment per paragraph 3.

**THIS IS A NONCANCELABLE / NONREFUNDABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED, ASSIGNED OR TERMINATED.**

### LESSOR ACCEPTANCE

<b>Perry proTECH</b>		
LESSOR	SIGNATURE	TITLE      DATED

### CUSTOMER ACCEPTANCE

By signing below, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto. Upon signing below, your promises here in will be irrevocable and unconditional in all respects.

<b>County of Auglaize</b>	<b>X</b>	
FULL LEGAL NAME OF CUSTOMER (as referenced above)	SIGNATURE	DATED      3/16/17
FEDERAL TAX I.D. #    34-6400073	PRINT NAME      John N. Bergman	TITLE      President

### CONTINUING GUARANTEE

You unconditionally and absolutely, jointly and severally, guarantee that Customer will fully and promptly pay and perform all obligations under the Agreement and any addendums and supplements thereto. This is a continuing Guaranty and shall not be revoked by your death, bankruptcy, incompetency or insolvency. You may not terminate or revoke this Guaranty without written notice to us, and this Guaranty shall continue in full force and effect with regard to all of Customer's obligation arising prior to the date of such notice. We may make changes, including compromise or settlement, with the Customer, and you waive any abatement, setoff, defense or counterclaim for any reason and all notice of any changes or default. It is not necessary for us to proceed first against the Customer before enforcing this Guaranty. You certify that the financial information you have given us is true, complete, and accurate in all material respects. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. Without our prior written consent, you will not transfer your obligations under this Guaranty or all or substantially all your assets to anyone. This Guaranty will be binding your estate, heirs, successors and assigns. We may assign this Guaranty without notice. The undersigned, as to this Guaranty, agree(s) to the designated forum and consent(s) to personal jurisdiction, venue, and choice of law as stated in the Agreement, agree(s) to pay all costs and expenses, including attorney fees, incurred by Owner or Owner's assignee related to this Guaranty and the Agreement. YOU AND WE IRREVOCABLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED HERETO.

<b>X</b>		
GUARANTOR	SIGNATURE (AS AN INDIVIDUAL)	HOME PHONE      DATED

### ACCEPTANCE OF DELIVERY

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

<b>County of Auglaize</b>	<b>X</b>	
CUSTOMER (as referenced above)	SIGNATURE	TITLE      3/16/17 DATE OF DELIVERY
	Page 1 of 2	C020107      Rev. 04/01/2016

**1. AGREEMENT:** For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date in an amount equal to 1/30th of the Payment. This Agreement will automatically renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) and send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You shall deliver all information requested by us which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.

**2. RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement or any other agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement. You cannot pay off this Agreement or return the Equipment prior to the end date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

**3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST; SOFTWARE/DATA:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at the installation address, and you agree not to move it unless we agree in writing. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.

**4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 4%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

**5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You must notify us within 30 days if you reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

**6. DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 4%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-506 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

**7. FAXED OR SCANNED DOCUMENTS, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission of the documents. The original of this Agreement shall be that copy which bears your facsimile or original signature, and which bears our original signature. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

**8. WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED ANY/ALL THIRD PARTY SUPPLIERS AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**

**9. LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. **YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE.** For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

**10. MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. Facsimile maintenance is provided during normal business hours and includes inspection, adjustment, parts replacement and cleaning required for proper operation. Facsimile drums and toner cartridges must be purchased separately. Color toner and developers, not included in this Agreement, will be billed separately. If necessary, the service and supply portion of this Agreement may be assigned. We may charge you a Supply Freight Fee to cover our costs of shipping supplies to you. A click is defined as an imaged one-sided sheet of 8.5" x 11" sheet of paper or smaller. When toner is part of this contract, we agree to provide toner(s) in sufficient quantities as it relates to your usage, and the manufacturers published yields which are based on 6% page coverage of toner to page ratio for black and white and 20% page coverage of toner to page ratio for full color. In the event overall toner use exceeds this, excess of toner expenses may be billed to you. Unused supplies remain the property of the Lessor and must be returned or paid for at the conclusion of this Agreement.

**11. EXCESS CHARGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with monthly meter readings on the Equipment to Perry proTECH. You can submit your meter readings through the web at <http://perryprotech.com> or by fax at 419-224-8128. For networked machines, Perry proTECH will provide "Automated Meter Collection" (ACS) software to automatically report meter readings. **ALL METER OVERAGES BILLED BY Perry proTECH SHALL BE PAID WHEN DUE.** If you fail to provide meter readings in a timely fashion, Perry proTECH, at its discretion, may estimate all necessary meter readings. If you dispute invoices generated from estimated meter reads and rebilling for actual meter reads is required by you, you may be assessed an administrative fee for each meter affected. Meter Readings may be obtained remotely under certain circumstances and you consent to our ability to obtain remote meter readings. At the end of the first year of this Agreement and once each successive twelve-month period, the Payment and the Excess Click Charges may be increased by a maximum of 15% of the then existing payment or charge. Clicks made on equipment marked as not financed under this Agreement will be included in determining your click and excess charges. We will also review your scan meter. If your scan meter exceeds your output (click) meter, you may be charged additionally for excessive scan meter usage. A "scan" is defined as the electronic rasterization of a hard copy document with no associated hard copy output on the scanning device.

**12. UPGRADE AND DOWNGRADE PROVISION: AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR CLICK VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.**

**13. TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.

APPLICATION NO.	AGREEMENT NO.
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**QUICK AGREEMENT**

**SCHEDULE A**

This Schedule "A" is to be attached to and become part of the Equipment Description for the Agreement dated \_\_\_\_\_ by and between the undersigned and **Perry proTECH**.

**EQUIPMENT DESCRIPTION**

MAKE / MODEL / ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	SERIAL NO.	STARTING METER
Konica / <b>A9HJ011</b> / bizhub 368 B&W MFP			
Konica / <b>A9HJ011</b> / bizhub 368 B&W MFP			

**CUSTOMER ACCEPTANCE**

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

<b>County of Auglaize</b>	<b>X</b> <i>John N Bergman</i>	President	3/16/17
CUSTOMER	SIGNATURE	TITLE	DATED



**IN THE MATTER OF ACCEPTING THE QUOTE FROM SHELL + MEYER ASSOCIATES, INC.  
FOR THE STRUCTURAL ENGINEERING SERVICES OF THE BELL TOWER LOCATED AT THE  
COURTHOUSE; AND AUTHORIZING EXECUTION OF SAID QUOTE.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of March, 2017.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Shell + Meyer Associates, Inc. has submitted a quote not to exceed \$2,000.00 to provide structural engineering services to evaluate the structural integrity of the bell tower at the Courthouse building. The scope of work will include the following services:

- Visit the site to observe the condition of the framing that supports the weight of the bell.
- Obtain field measurements and photos of the support structure.
- Provide a structural analysis of the support framing.
- Provide a written report that will include recommendations for repairs or reinforcing, if required.
- The prosed fee will be based on an hourly rate not to exceed \$2,000.00.

**THEREFORE BE IT RESOLVED** by the Board of Commissioners of Auglaize County, Ohio does hereby approve the quote from Shell + Meyer Associates, Inc. not to exceed \$2,000.00 for the above mentioned work for the Auglaize County Bell Tower located at 201 Willipie Street, Wapakoneta, Ohio.

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

Adopted this  
16th day of  
March, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

cc: ✓ Shell + Meyer Associates, Inc.  
✓ Maintenance Supervisor – Rick Bice

IN THE MATTER OF AUTHORIZING THE EXECUTION OF A WORK EXPERIENCE PROGRAM AGREEMENT WITH THE CATHOLIC SOCIAL SERVICES AND THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES (ACDJFS).

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of March, 2017.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Ohio Department of Job & Family Services has created the Work Experience Program which is to provide work experience for TANF/OWF/PRC, WIA, Title XIX, and Title XX social services in an employment environment, that would provide them the opportunity to acquire or upgrade general work skills, training, knowledge and work habits. The main goal of the program is to move participants to self-sufficiency through employment. The ACDJFS agrees that as a condition of this agreement, there shall be no discrimination against any participant on the basis of race, color, national origin, sex, or handicap or any other factor as specified by federal and state laws regarding discrimination; and,

**WHEREAS**, this agreement shall be become effective on March 1, 2017 and will expire on October 31, 2017.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the execution of the Work Experience Program Agreement negotiated with Catholic Social Services.

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

Adopted this  
16th day of  
March, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman . ye  
John N. Bergman

Douglas A. Spencer . ye  
Douglas A. Spencer

Don Regula . ye  
Don Regula

✓cc: Auglaize County Department  
of Job & Family Services

**IN THE MATTER OF SETTING DATE, TIME AND LOCATION AT WHICH TO CONVENE  
SPECIAL SESSIONS OF THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of March, 2017.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, pursuant to Ohio Revised Code Section 305.07, "the Board of County Commissioners may provide by Resolution for the holding of special sessions"; and,

**WHEREAS**, the Board must set special sessions for the purpose of attending the Community Improvement Corporation of St. Marys annual meeting and election of officers and trustees on Monday, March 20, 2017 from 11:30 a.m. – 1:00 p.m. at the Ealges Lodge, 404 E. Spring St., St. Marys, Ohio; for attending the Auglaize County Soil & Water Conservation District annual planning meeting on Wednesday, March 22, 2017 from 9:00 a.m. – 10:30 a.m. at the Junior Fair Building, Wapakoneta, Ohio and for attending the Auglaize County Township Association Meeting on Wednesday, March 22, 2017 from 7:30 p.m. – 9:00 p.m. at the ESC Meeting Room, Wapakoneta, Ohio or until the conclusion of the meetings.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby set Monday, March 20, 2017 from 11:30 a.m. – 1:00 p.m. and does hereby set Wednesday, March 22, 2017 from 9:00 a.m. – 10:30 a.m. and lastly does hereby set Wednesday, March 22, 2017 from 7:30 p.m. – 9:00 p.m. or until such time as the meetings are concluded at the location so named above as the date, time and place to convene special sessions for said Board for the purposes as set forth; and,

**BE IT FURTHER RESOLVED** that a copy of this Resolution to be provided to The Evening Leader, The Wapakoneta Daily News, The Lima News and The Daily Standard to ensure adequate public notice of these special sessions.

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

Adopted this  
16th day of  
March, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

cc: newspapers