

IN THE MATTER OF AUTHORIZING EXPENSES FOR THE CORONER AND STAFF TO ATTEND A MEETING.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of March, 2018.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Dr. Thomas R. Freytag, M.D., Auglaize County Coroner presented a request for permission for himself and his staff to attend the following meeting:

On May 10 – 12, 2018 – Coroner Dr. Freytag, his investigator, secretary and Deputy Coroner will attend the 2018 Ohio State Coroner's Association Meeting in Cincinnati, Ohio; and,

WHEREAS, expenses requested to be authorized for payment are:

For May 10, 11 and 12, 2018 – Lodging Expenses and Meal reimbursement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve and authorize the above requested travel expenses and does order bills to be paid upon proper presentation providing all is in accordance with the County Travel Policy.

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

Adopted this
20th day of
March, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

ABSENT,
Don Regula

John N. Bergman, yes
John N. Bergman

✓cc: Auglaize County Coroner

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE AUGLAIZE COUNTY CORONER'S OFFICE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of March, 2018.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 2, 2018, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2018 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

WHEREAS, County Auditor Janet Schuler informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the (028) Toxicology Grant (Coroner) Fund by \$207.30; and,

WHEREAS, Secretary Gwynne Freytag from Coroner's Office requested that the Board amend the 2018 Annual Appropriation to reflect the following increase:

Increase – 028.0028.531000 (Reimbursement) by \$207.30.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2018 Annual Appropriation Resolution be amended to show the change as tabulated above.

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

Adopted this
20th day of
March, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

ABSENT,
Don Regula

John N. Bergman, yes
John N. Bergman

cc: ✓ County Auditor - Janet Schuler
✓ County Administrator
✓ Coroner

IN THE MATTER OF APPROVING THE SUPPLEMENT TO THE MANAGED PRINT SERVICE AGREEMENT AND A PREMIER ADVANTAGE AGREEMENT WITH PERRYPROTECH FOR NUMEROUS PRINTERS IN VARIOUS COUNTY OFFICES; AUTHORIZING THE EXECUTION OF SAID SUPPLEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of March, 2018.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners (the "Board"), on April 15, 2015 in resolution #15-166 entered into a managed print service agreement and a Premier Advantage Agreement for county owned printers with PerryProTech which included maintenance services and base printer ink usages clicks in the amount of 52,250 black and white clicks per month and 2,406 color clicks per month for county owned printers located in the various county departments as amended from time to time; and,

WHEREAS, on January 26, 2017 in resolution #17-060 the Board approved the Premier Advantage Supplement to the master agreements to add a Konica Minolta 4050 MFP for the Sheriff's Office. The monthly cost will increase by \$79.00 for a new monthly payment of \$1,651.07. The supplement to these Agreements showing the terms and fees is attached to this Resolution; and,

WHEREAS, PerryproTech supplied a Supplement to the master agreement to add a Bizhub 4700P black and white printer for the Municipal Court Office. The monthly cost will not increase it will remain at \$1,651.07 and the purchase cost of the printer will be the responsibility of the Municipal Court; and,

WHEREAS, all monthly cost associated with the Agreements shall be the responsibility of the Board.

THEREFORE BE IT RESOLVED by the Board of Commissioners of Auglaize County, Ohio does hereby approve and authorize the supplement to the master Agreements ending October 24, 2018 as mentioned above and submitted by PerryproTech, at the terms and conditions so stated in the Agreements; and,

BE IT FURTHER RESOLVED that said supplement between Board of Auglaize County Commissioners and PerryproTech shall be hereto attached and thus become a part of this Resolution; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners does authorize the President of the Board to execute the supplement and supporting documentation as presented.

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

Adopted this
20th day of
March, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

ABSENT,
Don Regula

John N. Bergman, yes
John N. Bergman

cc: ✓ PerryproTech
✓ Clerk of the Board
✓ Municipal Court – Judge Augsburger

MAINTENANCE AGREEMENT

CUSTOMER INFORMATION

LEGAL COMPANY NAME

AUGLAIZE COUNTY MUNICIPAL COURT

STREET ADDRESS

201 Willipie St.

CITY

Wapakoneta

STATE

OH

ZIP

458950011

PHONE NUMBER

4197387870

FAX NUMBER

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS

201 Willipie St.

CITY

Wapakoneta

STATE

OH

ZIP

458950011

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

T.U.F. coverage includes all toner, parts, drums/photo-receptors; excludes paper and staples.

CONTRACT ALLOWANCES, FREQUENCIES AND AMOUNTS

Equipment Description	Meter Code	Allowance	Base Freq	Base Amount	Ovg Freq	Overage Rate
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Please add this printer to The current MPS Agreement.

Comments:

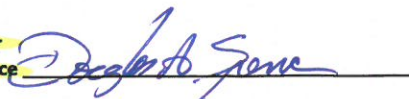
Customer declines benefits of maintenance programs _____ (initial)

☐ New Contract

☐ Renewal

The additional terms and conditions on the reverse side hereof are incorporated in and made part of this agreement. No change, alteration or amendments of the terms or conditions of this agreement are authorized or effective unless they have been agreed to in writing by an officer of PERRY proTECH.

Customer
Acceptance



Date

3/20/18

PERRY proTECH
Representative



Sales

Manager Approval

Corporate

Approval

Rep # 10458

Maintenance Agreement Terms & Conditions

1. General Scope of Coverage. This agreement covers both the labor and the parts (excluding parts listed as consumables below on Non-TUF agreements) for maintenance as necessitated by the normal use of the equipment. Damages to the equipment caused by accident, neglect, misuse, altering of equipment, unfavorable or adverse environmental conditions, electric current fluctuations, work performed by other than PERRY proTECH personnel, or any force of nature, or any other cause out of PERRY proTECH control are not covered.
2. For the purposes of this agreement the definition of a "click" is the output of a single side of media less than or equal to 8.5" x 11" unless it is on a "Wide Format" device where it is defined as 1 square foot of paper passed. The definition of a "scan" is the electronic rasterization of a hard copy document with no associated hard copy output on the scanning device. Manufacturers published yields 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.
3. Service calls under this agreement will be made under normal business hours of 8:00 A.M. to 5:00 P.M. Monday through Friday, excluding PERRY proTECH observed holidays. PERRY proTECH shall not be liable for non-performance or a delay in performance of its obligations under this agreement if due to force majeure or contingencies or causes beyond the reasonable control of PERRY proTECH or its suppliers. All other service calls will be charged for portal to portal at the overtime rates in effect at the time the service call is made.
4. This maintenance agreement shall be invoiced for and commence upon the effective date shown on the reverse side and shall continue for one full year and for any overage charges listed on the reverse side of this agreement. This Agreement shall be automatically renewed for successive similar periods, unless either party gives written notice to the other party ninety days in advance of the expiration date of its intention to cancel this agreement. The terms and conditions will be those in effect at the time of renewal. The PERRY proTECH may impose a surcharge in the event of any increase exceeding ten (10%) percent in the cost of fuel, utilities, parts, and/or supplies. All supplies remain the property of PERRY proTECH until installation in a machine. In the case of cancellation, for any reason, the customer agrees to return, or pay for, all unused supplies covered under this agreement to PERRY proTECH. Base and overage rates may be increased at the time of each renewal. In the case of leased equipment the minimum monthly lease payment shall not include a maintenance component, and as such, PERRY proTECH shall not be obligated to maintain the equipment as part of the lease agreement. Instead, you agree that by the inclusion of this document, you and PERRY proTECH have entered into a separate and distinct maintenance agreement, which shall be in effect for the same period as the lease agreement, including any failure on your part to make payments as they become due, shall constitute a breach of both.
5. Customer is required to submit monthly meter readings to PERRY proTECH. You can submit your meter readings through the web at www.perryprotech.com or by fax at 419.224.8128. For networked machines, PERRY proTECH will provide "PrintSentry" software to automatically report meter readings. ALL METER OVERAGES ARE DUE PERRY PROTECH WHEN BILLED. If the customer fails to provide meter readings in a timely fashion, PERRY proTECH, at its discretion, will estimate all necessary meter readings. If the customer disputes invoices generated from estimated reads and rebilling is required, the customer will be assessed an administrative fee for each meter affected. Customer authorizes remote access for meter reads and diagnostics throughout this agreement.
6. Equipment covered under this agreement must be in good condition before it can be accepted for maintenance. Customer agrees to pay for a preventative maintenance check and for all parts and labor required to bring the equipment up to PERRY proTECH and manufacturer's specifications.
7. Customer must supply a reasonable working atmosphere for servicing the equipment, i.e. access to all sides of the equipment or a movable stand to facilitate handling and provide suitable electrical service in accordance with U/L and manufacturer's requirements. The customer also agrees to make available and designate a suitable person for key-operator training on the equipment.
8. The equipment is designed to give excellent performance with PERRY proTECH provided supplies and with papers that meet the manufacturer's specifications. PERRY proTECH will limit customer on hand stock to 30 days. If the customer uses other than PERRY proTECH provided supplies or papers that do not meet the manufacturer's specifications for the equipment, and if such supplies or papers are defective or are not acceptable for use in the equipment, and cause poor image quality, frequent service calls or service problems, then PERRY proTECH may at its option, terminate this agreement or adjust the rate(s) of this agreement. In the event of termination, the unused portion of the maintenance charge will be refunded and the customer will be offered service on a "Per Call" basis at published rates.
9. Under the Total User Freedom (T.U.F.) coverage, PERRY proTECH agrees to provide toner in sufficient quantity as it relates to the customers usage, and the manufacturers published yields which are based on 6% coverage black & white and 20% coverage full color. In the event that the customer's actual toner usage exceeds the manufacturer's published expected usage, PERRY proTECH reserves the right to remedy this variance by either limiting the amount of toner provided or adjusting the rate(s) of this agreement or invoicing the customer for excess toner usage. PERRY proTECH reserves the right to charge a fee to cover supply delivery and service fuel costs.
10. The PERRY proTECH must approve, in advance, any change in location of the equipment within the facility or to another facility. If the equipment is moved to a new service zone, customer agrees to pay the difference in published maintenance charges between the current zone and the new zone, such charges to be assessed on a pro-rated basis. If the equipment is moved beyond PERRY proTECH service territory, then PERRY proTECH may, at its option, terminate this agreement.
11. The removal, moving and installation of equipment are not covered under this agreement. Any movement of equipment by the customer resulting in the need for PERRY proTECH to make configuration adjustments or other network services to restore functional capabilities will be billed at the current network service rates.
12. In the event PERRY proTECH is unable to obtain repair or replacement parts due to the discontinuation of such parts by the manufacturer and is unable to affect repairs to the equipment, PERRY proTECH will credit the unused portion of maintenance charges to the customer's account. Any such credit balance must be used toward future purchases with PERRY proTECH.
13. PERRY proTECH reserves the right to withhold service in the event the customer's overall account balance is delinquent based on PERRY proTECH's payment terms on any Agreement between the Parties in effect at that time. PERRY proTECH payment terms are Net 30 Days.
14. Changes in the operating environment, (including but not limited to changes to operating systems, network software, software application changes, and hardware or software upgrades, etc.) may result in the need for configuration adjustments or other network services to restore functional capabilities. Such services shall be at PERRY proTECH's published network service rate.
15. For color systems, color calibration from the customer's computer is not covered under this agreement. Calibration shall be billed at PERRY proTECH's published network service rates.
16. The customer acknowledges that it is the customer's responsibility to maintain a current backup of their program and data files to restore any loss data. Under no circumstances shall PERRY proTECH be held responsible for any loss of data.
17. Other than the obligations set forth herein, PERRY proTECH DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. PERRY PROTECH SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT, THE LOSS OF USE OF THE EQUIPMENT, OR ANY ECONOMIC LOSS.
18. This Maintenance Agreement or any portion is non-cancelable and non-refundable except as specifically stated in the foregoing statements.
19. CONSUMABLES

Micro Fiche/Film Equipment - Lamps, Glass Flats, Toner, Photoreceptors, Ink Roller, Imprint Plates, Paper
Postage Equipment - Ink, Ink Rollers, Brushes, Ribbons Ad Plates
Digital Duplicators - Masters, Ink, Ink Drum, Paper
Facsimile Equipment - Cartridges and/or Photoreceptor Units, Toner, Developer Kits, Paper
Copiers - Toners, Developers, Photoreceptors, Filters, Cleaning Rollers, PM Kits, Total Copy Kits, Drum Kits, Oil Pads, Oil Rollers, Cleaning Webs, Maintenance Kits, Fuser Oil, Cassettes, Trays, Paper, Staples
Imaging Equipment - Media
Printers - Customer Replaceable Units (CRU), Paper, Toner
Wide Format - Toner, Paper

Automated Meter Read Contact: _____

Phone: _____

Email: _____

IN THE MATTER OF AUTHORIZING THE SECUREMENT OF INTEREST COST FOR A NOTE NEEDED FOR THE BALANCE OF MONEY FOR THE FISHER #2 JOINT COUNTY DITCH IMPROVEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of March, 2018.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, it is necessary, at this time, to obtain a note for the balance of money needed to complete the Fisher #2 Joint county ditch project; and,

WHEREAS, the County Engineer's office informed the Board of County Commissioners that the amount remaining as the unpaid balance from the total amounts assessed and the time period for the note is:

Fisher #2 Ditch Improvement: Sixteen (16) semi-annual installments note \$5,575.64.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the necessary steps to be taken to secure interest cost for said note for the balance of money needed to complete the above named Ditch improvement project in the amount 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
20th day of
March, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer , Yes
Douglas A. Spencer

ABSENT ,
Don Regula

John N. Bergman , yes
John N. Bergman

-cc: County Engineer
- County Auditor
✓ Mercer County Commissioners

IN THE MATTER OF DESIGNATING AN INDIVIDUAL WILLING TO SERVE ON THE COUNTY'S LOCAL EMERGENCY PLANNING COMMITTEE (LEPC); PETITIONING THE STATE'S EMERGENCY RESPONSE COMMISSION TO MAKE APPOINTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of March, 2018.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of Auglaize County Commissioners has been informed by Troy Anderson, Auglaize County EMA/LEPC Coordinator, that following person has consented to serve on the Auglaize County LEPC:

Caitlin Halterman, representing (Health) term expires on August 14, 2019; and,

WHEREAS, the Board has reviewed the application form for the above named person, finding said applicant to be acceptable.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby approve Caitlin Halterman to be a representative to the Auglaize County LEPC as so stated and does respectfully petition the State of Ohio Emergency Response Commission to formally administer this appointment; and,

BE IT FURTHER RESOLVED that the term of said appointee commences upon appointment by SERC, serving on the Auglaize County LEPC with the terms expiring on August 14, 2019.

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

Adopted this
20th day of
March, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

ABSENT,
Don Regula

John N. Bergman, yes
John N. Bergman

cc: State Emergency Response Commission (certified)
✓ Auglaize County EMA/LEPC Coordinator – Troy Anderson

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of March, 2018.

Commissioner Bergman 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 a special session on Wednesday, March 21, 2018 from 10:00 a.m. – 11:00 a.m. to attend the Real Estate Auctions, 510 Logan Street, Wapakoneta, Ohio or until the conclusion of the business for the purposes stated above.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby set Wednesday, March 21, 2018 from 10:00 a.m. – 11:00 a.m. or until such time as the meeting is concluded, at the location so named above as the date, time and place to convene a special session for said Board; 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 this special session.

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

Adopted this
20th day of
March, 2018

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

ABSENT,
Don Regula

John N. Bergman, yes
John N. Bergman

cc: newspapers
✓✓✓