

IN THE MATTER OF DOCUMENTING RECEIPT OF THE BID FOR THE 2022 AUGLAIZE COUNTY PAVING PROGRAM; AWARD THE BID TO THE SHELLEY COMPANY FOR COUNTY MAINTAINED ROADS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 100th day of May, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, this being the bid opening date April 21, 2022 set in Resolution #22-119, the Board of County Commissioners received and opened a bid for the 2022 Auglaize County Paving Program, anticipating the resurfacing of 18.39 miles of county maintained roadways; and,

WHEREAS, the following bid were received:

From: **Bid**
The Shelly Co., 1700 Fostoria Ave, **1,612,304.75**
Suite 200, Findlay, OH 45840;

Engineer's estimate \$1,496,025.00; and,

WHEREAS, the bid, was reviewed by County Engineer Andrew Baumer and he determined the bids to be a complete bid and acceptable as submitted by the company; and,

WHEREAS, Engineer Baumer submitted a written recommendation to the Board of County Commissioners recommending to the Board of Commissioners to award a contract for the following to The Shelly Company for the 2022 Auglaize County Paving Program.

The bid is 7.7% over the estimate but does meet all requirements set forth in the bid document and it is our recommendation to award the paving program to The Shelly Company.

Due to the significant cost over the Engineer's Estimate, we will be cutting some miles from the proposed program. We are continuing to evaluate the whole program and making those decisions. As per the bid specifications, a contract can be entered into but we will wait until final decisions are made on the miles to be paved before doing so. Work can commence after execution of the contract and approval from the County Engineer. The completion date of the paving program is September 15, 2022.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby award the 2022 Auglaize County Paving Program to The Shelly Company as recommended by the County Engineer and the miles to be paved with be determined.

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

Adopted this
10th day of
May, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bamber, yes
David Bamber

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: County Engineer
Bidder

IN THE MATTER OF APPROVING THE CONTRACT WITH GRIFFIN PAVEMENT STRIPING LLC FOR COUNTY ROADWAY PAVEMENT MARKING; AUTHORIZES THE EXECUTION BY THE BOARD OF COUNTY COMMISSIONERS OF SAID CONTRACT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 10th day of May, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on April 28, 2022, in Resolution #22-213, the Board of County Commissioners awarded the bid for the 2022 County Pavement Marking to Griffin Pavement Striping, LLC for \$107,800.00; and,

WHEREAS, a contract between Auglaize County and Griffin Pavement Striping LLC has been presented to the Board for execution.

THEREFORE BE IT RESOLVED that the Board of County Commissioners does hereby approve the contract between Auglaize County and Griffin Pavement Striping LLC as presented; and,

BE IT FURTHER RESOLVED that the Board authorizes the execution by said Board of the contract.

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

Adopted this
10th day of
May, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambaue, yes
David Bambaue

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: County Engineer



**AUGLAIZE COUNTY
Engineering Department**

P.O. Box 59
1014 S. Blackhoof Street
Wapakoneta, Ohio
45895

TELEPHONE 419-739-4520 FAX 419-739-4521

Charles Bauman

COUNTY ENGINEER

Email: abauman@auglaizecounty.org



CONTRACT for PAVEMENT MARKING

This agreement, made this 3rd day of May 2022, by and between the **BOARD OF AUGLAIZE COUNTY COMMISSIONERS**, Auglaize County, Ohio, for and on behalf of said Commissioners, and **Griffin Pavement Striping LLC of Fremont, Ohio, Contractor**.

WITNESSETH:

SECTION 1: That the said Contractor, in consideration of the promise agreements hereinafter contained, agrees:

- (A) To furnish a performance bond in the amount of 100% of the Contract.
- (B) To furnish at the Cost and expense of the Contractor, all of the necessary materials, equipment and labor, necessary for 2022 pavement markings as per specifications on file with the Auglaize County Engineer, to which reference is hereby made, said plans, specifications and prevailing rate wages as required in Section 4115.06 O.R.C. being made part of this contract and are incorporated herein by reference and attachment made a part hereof, and in accord with the proposal attached hereto and made part of this Contract in the manner and under the conditions specified in the Specifications and proposal. To accept as payment in full, for said work, the sum of **One hundred Seven thousand Eight hundred dollars (\$107,800.00)** Subject to such modifications or alterations as set forth in the aforesaid proposal.

SECTION 2: That the Board of Auglaize County Commissioners, Auglaize County, Ohio in consideration of the foregoing, agrees:

- (A) To pay for said work, the sum of **One hundred Seven thousand Eight hundred dollars (\$107,800.00)** subject to such modifications or alterations as set forth in the aforesaid proposal.

IN WITNESS HEREOF the Board of Auglaize County Commissioners, Auglaize County, Ohio, have caused to be affixed hereto their signatures under the authority in them vested, and the Contractor has hereunto subscribed has hand at Wapakoneta, Ohio on the day and year first above mentioned.

COMPLETION DATE: All labor, materials, and installations for phase 1 of the project shall be completed no later than August 31, 2022. Phase 2 shall be completed no later than October 15, 2022. There shall be no extensions of contract given to any contractor who delays the start of the construction and does not allow for normal breakdowns or rain out dates and unable to finish the job in time.

Failure to complete the project on the scheduled completion date shall be subject to penalties in accordance with Section 108.07-1 of the ODOT Bidding and Specifications Manual.

Board of Auglaize County Commissioners
Auglaize County, Ohio

DATE: 5-2-22

David Bombauer

William K. Kline

J. N. Bryan

E. J. Griffin
Griffin Pavement Striping LLC

Robert Sene

Centerline contract 2022

County Commissioners Office
Auglaize County, Ohio
May 10, 2022

NO. #22-231

IN THE MATTER OF AUTHORIZING PAYMENT IN THE AMOUNT OF \$2,750.00 FOR THE 2022 PETROLEUM UNDERGROUND STORAGE TANK (UST) FINANCIAL ASSURANCE FUND FEE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 10th day of May, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to Ohio Revised Code Section 3737.91, the County is required to pay the 2022 Petroleum Underground Storage Tank (UST) Financial Assurance Fund Fee; and,

WHEREAS, said fee is \$550.00 per petroleum underground storage tank owned by the County; and,

WHEREAS, the county owns five (5) petroleum underground storage tanks, three of which are located at the Neil Armstrong Airport at corporate hangars and two of which are located at the County's garage.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the payment in the amount of \$2,750.00 to the State of Ohio U.S.T. fund for the County's 2022 Petroleum Underground Storage Tank (UST) Financial Assurance Fund Fee; and,

BE IT FURTHER RESOLVED that the Board directs the Clerk of the Board to make proper payment to the State of Ohio U.S.T. Fund and submit an invoice for reimbursement to those applicable tenants for the annual tank registration fee pursuant to such tenant's lease agreement.

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

Adopted this
10th day of
May, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

- cc: ✓ County Engineer Dept. – Toby Lee
✓ Petro UST Release Compensation Board
✓ Auglaize County Airport Authority
✓ Clerk of the Board

IN THE MATTER OF AUTHORIZING A FINANCIAL COMMITMENT TO SUPPORT THE OHIO GOVERNOR'S IMAGINATION LIBRARY THROUGH THE LOCAL FUNDING ADMINISTERED BY THE UNITED WAY OF AUGLAIZE COUNTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 10th day of May, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Ohio Governor's Imagination Library was inspired by First Lady Fran DeWine's passion to improve the lives of Ohio's children. First Lady DeWine first learned about Dolly Parton's Imagination Library through her grandchildren's participation in the program at their local library in Greene County. She saw the impact these books were having on her own family and their community and wanted every child across Ohio have the same opportunity; and,

WHEREAS, in July 2019, the Ohio legislature included \$5 million over the course of the next two years to jump start the Ohio Governor's Imagination Library; and,

WHEREAS, a request was made by Natasha Kaufman, United Way Director, for an additional three year financial commitment to the program for 2023, 2024 and 2025; and,

WHEREAS, the Board of County Commissioners, Auglaize County, Ohio supports the Imagination Library's commitment to our county's youth.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the first payment for \$10,000.00 made payable to the United Way designated specifically for the Imagination Library Project in March, 2023. The second and third payment of \$10,000.00 each shall be made in March of 2024 and March 2025; and,

BE IT FURTHER RESOLVED that said Board authorizes the Clerk of the Board to proceed with the necessary steps to cause the payment of \$10,000.00, made payable to the United Way designated specifically for the Imagination Library Project, for the years 2023, 2024 and 2025 as such obligations become due and payable.

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

Adopted this
10th day of
May, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, ye
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: Clerk of the Board
/ United Way

IN THE MATTER OF APPROVING THE HAZMAT SURVEY AND LIMITED PHASE II PROPERTY ASSESSMENT PROPOSAL FROM CTL ENGINEERING OF OHIO, INC. FOR THE PROPERTY LOCATED AT 210 LIMA STREET, WAPAKONETA, OHIO AND AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE SAID PROPOSAL.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 10th day of May, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the State of Ohio has a Brownfield Remediation Program grant available for abandoned, idled, or under-used industrial, commercial, or institutional property where expansion or redevelopment is complicated by known or potential releases of hazardous substances or petroleum; and,

WHEREAS, the County has identified the property located at 210 Lima Street, Wapakoneta, Ohio (the "Property"), to be a potential site for qualification of grant funding; and,

WHEREAS, the State of Ohio has indicated that a HazMat Survey & Limited Phase II Property Assessment would be necessary to confirm qualification; and,

WHEREAS, CTL Engineering has provided to the Board of Auglaize County Commissioners a proposal to conduct the HazMat Survey & Limited Phase II Property Assessment for the Auglaize County Parcel No. B0701008600 located at 210 Lima Street, Wapakoneta, Ohio 45895 and,

WHEREAS, the following is the up to cost for the proposal:

Phase II - 22|51|0117|COL|PPL for \$22,896.00.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the proposal submitted by CTL Engineering of Ohio Inc. for the HazMat Survey and Limited Phase II Property Assessment for the approved mentioned parcel located in Wapakoneta, OH; and,

BE IT FURTHER RESOLVED that the President of the Board of Auglaize County Commissioners, David Bambauer, is hereby authorized to execute said proposal which will part of the resolution.

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

Adopted this
10th day of
May, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


David Bambauer


John N. Bergman


Douglas A. Spencer

cc: CTL Engineering of Ohio, Inc.
Auditor

AGREEMENT FOR ENGINEERING AND TESTING SERVICES

THIS AGREEMENT ("Agreement") is by and between CTL Engineering, Inc. ("CTL"), and

Auglaize County Board of Commissioners
209 South Blackhoof Street, Rm. 201
Wapakoneta, OH - 45895
USA

("CLIENT"), who agree as follows:

PROJECT DESCRIPTION: CLIENT desires to engage CTL to provide Engineering and related technical services and other services in connection with CLIENT'S project ("PROJECT"). The project is described as follows:

Project Name **Koenigs Property HazMat Survey Phase II Property Assessment**
Proposal No. **22/5-10117/COL/PPL**

SCOPE OF SERVICES: CTL shall provide for CLIENT, Engineering and related technical services for the PROJECT in accordance with the accompanying proposal made a part hereof and entitled "Proposal".

In consideration of the foregoing, CTL and CLIENT agree as follows:

If to CTL,

CTL Engineering, Inc.
Attn: Mr. C. K. Satyapriya
2860 Fisher Road
P.O. Box 44548
Columbus, Ohio - 43204-3538
USA

If to CLIENT,

Auglaize County Board of Commissioners
Attn : Erica L Preston
209 South Blackhoof Street, Rm. 201
Wapakoneta, OH - 45895
USA

Authorization by the Client to proceed, whether oral or written, constitutes acceptance of the terms and conditions of this Agreement, without modification, addition or deletion. In the event Client's acknowledgement, invoice or other forms state terms additional to or different from those set forth herein, this shall be deemed a notification of objection to such additional and/or different terms and a rejection thereof. No waiver or modification of the terms and conditions set forth herein shall be binding upon CTL Engineering unless made in writing and signed by CTL Engineering's authorized representative.

CTL Engineering, Inc.

(CTL) Kevin J. Reichert

Signature **Kevin J. Reichert, V.P.**
Bipender Jindal, P.E. - Department Manager

Print Name & Title

May 10, 2022

Date

Auglaize County Board of Commissioners

(CLIENT)

David Baumbach

Signature

David Baumbach, President

Print Name & Title

May 10, 2022

Date

Article 1. CLIENT'S RESPONSIBILITIES

1.1 Client shall provide to CTL such information as is available to CLIENT and CLIENT's consultants and contractors, and CTL shall be entitled to rely upon the accuracy and completeness thereof.

1.2 CLIENT agrees, to the fullest extent permitted by law, to indemnify, protect, defend, save and to hold CTL and CTL's sub-consultants harmless from and against all liability, damage, loss, claims demand, actions and expenses, (including attorney's fees and all other cost of defense) that arise out of, or are claimed to arise out of or be connected to the performance of the Client's Responsibilities under this Agreement (including inaccuracies or incompleteness with regard to information provided by or through CLIENT). The promise of indemnification in this Section shall not be construed to indemnify CTL for any loss or damage attributable to the negligent acts or omissions of CTL.

1.3 Entry. CLIENT shall ensure the right to entry onto PROJECT site for CTL.

Article 2. GENERAL CONDITIONS

2.1 CTL shall not be responsible for acts or omissions of any party or parties involved in the design or construction of the PROJECT when not retained directly by CTL.

2.2 Project Documents. When CTL does not prepare the Project Documents, CLIENT waives all claims against CTL arising from or in any way connected with errors, omissions, conflicts, or ambiguities contained therein.

2.3 CTL will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences, or procedures of construction or other field activities selected by CLIENT or its contractors, or safety precautions and programs incident thereto.

2.4 CTL Personnel. If CTL personnel are required to participate in claims involving the PROJECT arising from the work of others, CLIENT agrees to compensate CTL personnel for the time expended at CTL personnel's standard fee schedule. Upon request, CLIENT agrees to advance to CTL personnel a retainer for the estimated expected services.

2.5 Samples and Records. Unless stated otherwise in the accompanying Proposal, CTL will retain samples for a period of 30 days following submission of the report, unless requested otherwise, after which samples will be discarded. CTL will retain all pertinent records relating to the services performed for a period of one (1) year following submission of the report, during which period the records will be made available to CLIENT.

2.6 Various Investigations. If the scope of CTL's services includes a particular investigation of specific areas of buildings or samples of materials, CLIENT acknowledges that the investigation conducted and resulting report is not intended to represent an inspection of the entire building or of the materials sampled. There is and can be no guarantee that conditions at the point of testing will be identical to that of the entire testing site. Accordingly, CLIENT understands that conditions discovered during the course of the PROJECT, may result in variance to the original report and cause delay or increased cost.

2.7 CTL shall retain the copyright on all reports, plans, specifications, field data, notes and other documents, including all documents on electronic media, prepared by CTL as instruments of service. CTL will distribute reports only to those persons, organizations or agencies specifically designated in writing by CLIENT or its authorized representative or as required by law.

Article 3. INSURANCE & BONDS

3.1 CTL maintains the following insurance for which it will provide an insurance certificate upon request: Worker's Compensation

Insurance; Professional Liability Insurance; General Liability Insurance; Auto Insurance.

3.2 Additional Insurance/Bonds. If CTL is required to obtain additional insurance to what it normally maintains or payment/performance bonds, the cost of such additional insurance/bonds shall be a reimbursable additional expense.

Article 4. LIMITATIONS ON LIABILITY / STANDARD OF CARE

4.1 To the maximum extent permitted by law, Client agrees to limit CTL's liability for CLIENT's damages, in contract, tort or otherwise, including consequential, exemplary, special, incidental or punitive damages and lost profits, to the sum of \$10,000 or CTL's fee, as provided in the Proposal, whichever is greater. This limitation shall apply to all causes of action in the aggregate.

4.2 CTL will exercise that degree of care and skill ordinarily exercised by engineering/testing firms providing similar services. Notwithstanding anything to the contrary CTL makes no other warranties, express or implied. CTL will provide only those services that, in the opinion of CTL, lie within the technical professional areas of skill of CTL and which CTL is adequately staffed and equipped to perform under the general direction of a Registered Professional Engineer.

Article 5. PAYMENT

5.1 CLIENT will pay CTL for services and expenses in accordance with the Unit Rates stated in the Proposal and if applicable, in accordance with CTL's Standard Fee Schedule. CTL's invoices will be presented at the completion of its work or monthly and shall be paid in full within thirty (30) days of receipt by CLIENT or its authorized representative.

5.2 Invoices that remain unpaid beyond thirty (30) days will be considered delinquent and shall be subject to a service charge at a rate of 1.0% per month of the unpaid balance amount. In the event that any invoice remains delinquent for 90 days or more, CTL reserves the right to suspend or terminate this Agreement and pursue any remedies available by law. In the event of suspension/termination CTL shall have no liability to client for delay or damages caused by such suspension or termination. If collection proceedings are initiated against CLIENT for any delinquent amount, CLIENT agrees to pay CTL's attorney's fees and collection costs.

5.3 CTL shall be paid in full for all services under this Agreement, including any overruns, or unforeseen services exceeding original contract requirements. Payment for such services shall be made irrespective of any claim by CLIENT or others for compensation as a result of additional work completed. Such claims shall not delay payment of fees for services performed by CTL.

5.4 Payment: Client shall pay CTL within 30 days of receipt of CTL's invoice. If Client objects to said invoice it will provide detailed reasons for such objections within 10 days of receipt thereof. Interest at the statutory rate shall begin accruing 60 days after receipt of such invoice and if an invoice remains unpaid 90 days after receipt CTL shall have the right to immediately suspend services or terminate this Agreement without any liability to Client. CTL may pursue any remedies available by law including but not limited to collection proceedings. If CTL initiates collection proceedings against Client for any delinquent amount, Client agrees to pay CTL's attorney's fees and collection costs.

Further, Client agrees it shall not withhold any payment to CTL unless and to the extent Owner withholds payments to Client because of faulty work of CTL, even if Client erred in estimating the amount of work or duration of hours required to be performed by CTL and its subcontractors.

Article 6. NON-SOLICITATION AND LIQUIDATED DAMAGES

From the date of commencement of services until one year following the completion of services, CLIENT agrees that it shall not solicit or offer or provide employment to any CTL employee performing the services under this Agreement without the express written permission of an authorized CTL representative. CLIENT agrees that any such solicitation, offer or employment of any CTL employee who performed services under this Agreement would cause great or irreparable harm to CTL and that CTL would be damaged in an amount difficult to ascertain, but which would likely exceed double the annual compensation of the CTL employee (or former employee as the case may be) representing the cost of training a new employee. Accordingly, CLIENT agrees to pay CTL as liquidated damages an amount equal to double the employee's (or former employee's) annual compensation including bonus.

Article 7. TERMINATION

This Agreement may be terminated by either party upon receipt of written notice or by mutual written agreement. Termination shall be effective upon receipt of written notice by the non-terminating party, or immediately upon execution of a mutual written agreement. If this Agreement is terminated by either party, CTL shall be paid in full for all services, including overhead and profit, performed through the termination date and those expenses caused by the termination. CLIENT shall be provided with a complete report of the results of tests and analysis conducted prior to termination.

Article 8. MISCELLANEOUS

8.1 Integration and Binding Effect. This Agreement supersedes all prior understandings and agreements between the parties and binds the parties hereto, and their assigns and legal representatives of any type whatsoever, and shall not be modified unless done so in writing and signed by both parties.

8.2 Governing Law. This Agreement shall be interpreted, construed by and in accordance with the laws of the State of Ohio. In the event of litigation between the parties arising under or in connection with this Agreement, such litigation shall be brought in the Franklin County Court of Common Pleas or in the United States District Court for the Southern District of Ohio.

8.3 Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not impair or affect the provisions hereof, which shall remain in full force and effect.

8.4 Mediation. In the effort to resolve any conflicts that arise CLIENT and CTL agree that as a condition precedent to litigation as provided in Section 8.2, all disputes between them arising out of or relating to the Agreement shall be submitted to non-binding mediation unless the parties mutually agree in writing otherwise. CLIENT and CTL further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the PROJECT and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with sub-contractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties for those agreements.

8.5 Assignment. Neither CLIENT nor CTL may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

8.6 Waiver. The waiver by either party of any breach by the other party of this Agreement, in any one or more instances, shall in no way be construed as a waiver of any subsequent breach (whether or not of a similar nature) of this Agreement.

8.7 Prevailing Wages. The Parties acknowledge that this Agreement is for professional services and is not subject to prevailing wage laws.

8.8 Equal Opportunity. CTL will comply with all applicable federal, state, and local government laws concerning discrimination. CTL does not discriminate against any party in violation of applicable laws for reasons including but not limited to: age, ancestry, citizenship, ethnicity, disability, race, religion, sex, sexual orientation, and veteran status.

8.9 Notices. Any notice required under this Agreement will be in writing, addressed to the appropriate party and given personally, or by registered or certified mail, or by commercial courier service. All notices shall be effective upon the date of receipt and shall be mailed to the addresses below.

8.10 Relationship. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or CTL. CTL's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against CTL because of this Agreement or the performance or nonperformance of services hereunder. Other than to CLIENT, CTL disclaims any duty to any other party or entity with respect to the materials or reports produced or services provided by CTL under this Agreement and no other party or entity may rely upon such without advance and express written permission of CTL and without such party or entity agreeing to be bound by the limitations, qualifications, terms, conditions, and indemnities set forth in this Agreement.

IN THE MATTER OF APPROVING THE RE-EVALUATION OF THE ASSESSMENT BASE FOR THE MAINTENANCE FOR THE HEIDT DITCH; CHANGING THE WATERSHED MAP AND CERTIFYING THE MAINTENANCE BASE TO THE COUNTY AUDITOR.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 10th day of May, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, in Resolution #22-175, the Board of Auglaize County Commissioners set a date, May 5, 2022, to hold a public hearing on the base assessments for the Heidt Ditch Maintenance fund established in 1960; and,

WHEREAS, that the hearing was for the review and re-evaluation of the Heidt Ditch which is provided under section 6137.112 of the Ohio Revised Code; and,

WHEREAS, in addition to reevaluating the Heidt watershed; and,

WHEREAS, there currently exists a negative balance in the maintenance fund of \$13,061.70; and,

WHEREAS, notification of the public hearing and base assessments were given, via U.S. Mail, to all landowners involved in said watershed.

THEREFORE BE IT RESOLVED, that the Board of Auglaize County Commissioners, does hereby approve the re-evaluation of the assessment base from \$6,619.77 to \$53,183.67 for the Heidt Ditch; and,

BE IT FURTHER RESOLVED that the Board of Auglaize County Commissioners, does hereby authorize the changes to the watershed map and acreage; and,

BE IT STILL FURTHER RESOLVED that beginning with the 2023 tax collection year the Board authorizes a 8% maintenance fee to be charged to the watershed for the collection years 2023, 2024, 2025 and 2026 for the Heidt Ditch Maintenance Fund; and,

BE IT STILL FURTHER RESOLVED that said Board certifies to Auglaize County Auditor said maintenance assessment base and acreage adjustments.

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

Adopted this
10th day of
May, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY

David Bamber, yes
David Bamber

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

ec: Engineer
Auditor

IN THE MATTER OF AUTHORIZING A LEASE AGREEMENT FOR TWO COPIER SYSTEMS, ONE FOR THE MUNICIPAL COURT OFFICE AND ONE FOR THE VETERANS SERVICE OFFICE FROM PERRYPROTECH.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 10th day of May, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, PerryproTech presented an analysis to the Board of County Commissioners for a lease or outright purchase of the systems; and,

WHEREAS, the Veterans Service Office is in need of a new system: the Konica Minolta Bizhub C258 color Digital Printer/Copier/Scanner/Fax System. The Municipal Court office is in need of a new system: Konica Minolta Bizhub 308 black and white Printer/Coper/Scanner/Fax System. The equipment will be leased for use in these offices for a five year period starting on upon receipt of the equipment and pro-rate the service contract from the old equipment.

THEREFORE BE IT RESOLVED, the Board of Commissioners of Auglaize County, Ohio does hereby authorize a 0% 60 Month Fair Market Value Lease agreement between said Board and PerryproTech for a the above mentioned equipment at the cost of \$399.00 per month; and,

BE IT FURTHER RESOLVED that said Board does authorize the execution of the necessary documents and agreements between PerryproTech and the Board of Auglaize County Commissioners for the lease of the above mentioned duplicating/scanning systems.

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

Adopted this
10th day of
May, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

cc: PerryproTech
✓ Veteran Service Office
✓ Municipal Court

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to PERRY proTECH, Inc.

CUSTOMER INFORMATION

FULL LEGAL NAME
County of Auglaize

STREET ADDRESS
209 S Blackhoof St Ste 201

CITY
Wapakoneta

STATE
OH

ZIP
45895-1989

PHONE
419-739-6710

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREET ADDRESS
209 S Blackhoof St Ste 201

Wapakoneta, OH, 45895-1989

County of Auglaize

CITY
Wapakoneta

STATE
OH

ZIP
45895-1989

E-MAIL

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)
209 S Blackhoof St Wapakoneta, OH 45895-1983

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

See Schedule A for Details

SERIAL NO.

STARTING METER

NOT FINANCED UNDER THIS AGREEMENT

See Schedule A for Details

See attached Schedule A

See attached Billing Schedule

TERM AND PAYMENT INFORMATION

60 Payments* of \$ 399.00

The payment ("Payment") period is monthly unless otherwise indicated.
If you are exempt from sales tax, attach your certificate.

Payment includes	5000	B&W clicks per month		Overages billed monthly at \$.00788	per Black click*
Payment includes	0	B&W clicks per month		Overages billed monthly at \$.0485	per Black click*
Payment includes	0	Color clicks per month		Overages billed monthly at \$	0	per Color click*
Payment includes	0	Color clicks per month		Overages billed monthly at \$	0	per Color click*
Payment includes		TOT clicks per month		Overages billed monthly at \$		per TOT click*

By initialing here, you agree that toner and developer are not included with the TOT clicks.

By initialing here, you agree that maintenance and supplies are not included in this Agreement and Paragraph 13 shall not apply to this Agreement.

END OF TERM OPTION

You will have the following option, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. Fair Market Value means the value of the Equipment in continued use. Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment.

LESSOR ACCEPTANCE

PERRY proTECH, Inc.

SIGNATURE

TITLE

DATED

CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, 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 YOU SIGNING BELOW, YOUR PROMISES IN THIS AGREEMENT WILL BE IRREVOCABLE AND UNCONDITIONAL IN ALL RESPECTS.

County of Auglaize

SIGNATURE

TITLE

DATED

CUSTOMER (as referenced above)

34-6400073

FEDERAL TAX I.D. #

PRINT NAME

TERMS AND CONDITIONS

1. AGREEMENT: 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 ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the leasing of the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If maintenance and supplies are not included, the first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month (the "Scheduled Due Date") unless a different due date is mutually agreed to by us and you. If the parties agree to adjust the Payment due date (an "Adjusted Due Date"), in addition to all Payments and other amounts due hereunder, you will pay an interim payment in an amount equal to 1/30th of the Payment, multiplied by the number of days between the Scheduled Due Date and the Adjusted Due Date. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. (Continued on Page 2)

2. **OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or, if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimates given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. You agree to pay us a yearly processing fee of up to \$50 for personal property taxes we pay related to the Equipment. You agree to pay us a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statements(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You agree to agree to maintain commercial general liability insurance 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. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, to do so as provided in either (A) or (B) below, as determined in our discretion: (A) We may 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) We may 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, renting, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. 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 a Loss.

5. **ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, WITHOUT OUR PRIOR WRITTEN CONSENT.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. 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 our assignee will not be subject to any claims, defenses, or offsets that you may have against us. This Agreement shall be binding on and inure to the benefit of the parties hereto and their permitted successors and assigns.

6. **DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we 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 and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' 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. **WE SHALL 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-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

7. **INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit and collection bureau reports for credit and collection purposes and to share them with our affiliates and agents.

8. **END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive 12-month renewal terms) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.**

9. **USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in, or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

10. **MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereby may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chitral paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receive communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

11. **WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL 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. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

12. **LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or its assignee. You consent to jurisdiction, and venue of any state or federal court in the state the Lessor or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

13. **MAINTENANCE AND SUPPLIES:** Unless indicated otherwise on page 1, you have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer, unless otherwise agreed to ("Arrangement"). You agree to pay all amounts owing under this Arrangement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of click/prints shown on page 1 for each applicable click/print type. Regardless of the number of click/prints made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You can submit your meter readings through the web at www.perryprotech.com or by fax at 419.224.8128. If you fail to provide meter readings in a timely fashion, Supplier, at its discretion, may estimate all necessary meter readings. If meter readings are estimated and rebilling for actual meter reads is requested 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 Supplier's ability to obtain remote meter readings. You agree to pay the applicable coverage charge for each metered click/print that exceeds the applicable minimum number of click/prints. Clicks/prints made on equipment marked as not financed under this Agreement will be included in determining your click/print and coverage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the coverage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.

19986 (2017)

APPLICATION NO.
2895493

AGREEMENT NO.

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and PERRY proTECH, Inc.

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES

KM-Bizhub C360i Color MFP w/DF-714

KM-bizhub 360i w/ DF-714

SERIAL NO.

STARTING METER

NOT FINANCED
UNDER THIS
AGREEMENT

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer.

County of Auglaize

X 

SIGNATURE

President

TITLE

5.10.22

DATED

CUSTOMER

29041 (2017)

Rev. 08/15/2018

IN THE MATTER OF AUTHORIZING A TRANSFER OF FUNDS FROM UNCLAIMED FUNDS TO COUNTY GENERAL FUND.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 10th day of May, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the following correspondence was received by the Board of County Commissioners:

The following has been in unclaimed funds for 5 years and now needs to be transferred to the County General Fund. Please make the following transfer:

From Unclaimed Funds	504-0021-539800	\$7,655.49
To County General	001-0700-401500	\$7,655.49

THEREFORE, BE IT RESOLVED that the Board does authorize the County Auditor to make the following transfer of funds:

From: 504-0021-539800 – Unclaimed Funds
Amount \$7,655.49
To: 001-0700-401500 – County General Fund

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

Adopted this
10th day of
May, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

ec: County Auditor