

IN THE MATTER OF AUTHORIZING PAY INCREASE FOR TYLER VARNO AS THE WASTEWATER TREATMENT PLANT OPERATOR I POSITION FOR THE SANITARY ENGINEER'S DEPARTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 26th day of October, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, on October 13, 2022, in Resolution #22-452, the Board of County Commissioners authorized Mr. Varno as a Wastewater Treatment Plant Operator I position for the Sanitary Engineer's Department; and,

WHEREAS, that Mr. Varno has successfully passed his Wastewater 1 exam and his 12 month probationary period and he is now eligible for a pay raise effective October 24, 2023. Tyler Varno's new hourly rate of pay will be \$21.50.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby authorize the pay increase for the Tyler Varno as a Wastewater Treatment Plant Operator I Position for the Auglaize County; and,

BE IT FURTHER RESOLVED that the Board does hereby make the pay increase effective October 24, 2023.

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

Adopted this
24th day of
October, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

ABSENT
Douglas A. Spencer

David Bambauer, yes
David Bambauer

- cc: Auditor
 Tyler Varno
 Sanitary Engineer

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 26th of October, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested to authorize budget adjustments as follows:

Real Estate Assessment Fund:

Amount:	From:	To:
\$1,560.00	014.0012.530604 (Contract Services)	014.0012.530603 (Sexennial Contract)

General Fund:

Amount:	From:	To:
\$7,600.00	001.1501.531800 (Misc. Attorney Fees)	001.0106.530601 (Bank Fees)

Sheriff Fund:

Amount:	From:	To:
\$2,860.00	001.0601.530601 (Contract Services)	001.0601.535000 (Unemployment)

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustments as mentioned above.

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

Adopted this
26th day of
October, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

ABSENT,
Douglas A. Spencer

David Bambauer, yes
David Bambauer

cc: County Auditor
 Treasurer
 Sheriff

IN THE MATTER OF AUTHORIZING THE LEASE OF TWO COPIERS FROM PERRYPROTECH FOR THE COUNTY'S MUNICIPAL COURT OFFICE AND BOARD OF COUNTY COMMISSIONERS' OFFICE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 26th day of October, 2023.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, new copiers are needed for the Municipal Court Office and the Board of Count Commissioners' Office; and,

WHEREAS, PerryproTech was contacted about the lease of said copiers; and,

WHEREAS, it was determined that the Konica Minolta 360i copier/printer/color scanner would best fit the needs of both offices; and,

WHEREAS, a quotation was submitted to the Board of County Commissioners by PerryproTech for the quarterly lease for both copiers for so stated offices in the amount of \$379.00 for said Konica Minolta 360i copier/printer/color 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 quarterly lease of the Konica Minolta 360i copier/printer/color scanner for the Municipal Court Office and the Board of County Commissioners' Office; and,

BE IT FURTHER RESOLVED that the Board does authorize the President of the Board to execute said 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
26th day of
October, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman , yes
John N. Bergman

ABSENT
Douglas A. Spencer

David Bambauer , yes
David Bambauer

cc: PerryproTech
Clerk of Courts

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 200 201	
CITY Wapakoneta	STATE OH	ZIP 45895-1989	PHONE 419-739-6725	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE) County of Auglaize			BILLING STREET ADDRESS 209 S Blackhoof St Ste 206 Wapakoneta, OH, 45895-1989	
CITY Wapakoneta	STATE OH	ZIP 45895-1989	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) 209 S Blackhoof St Ste 206 Wapakoneta OH 45895-1989				

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
See Schedule A for Details			<input type="checkbox"/>
See Schedule A for Details			<input type="checkbox"/>

See attached Schedule A See attached Billing Schedule

TERM AND PAYMENT INFORMATION

60 Payments* of \$ \$379.00 **plus all applicable taxes, fees, charges and other amounts due under this Agreement*

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

Payment includes <u>4,500</u> B&W clicks per month	Overages billed Monthly at \$ <u>0.0082</u> per B&W click*
Payment includes <u>0</u> Color clicks per month	Overages billed Monthly at \$ <u>0</u> per Color click*
Payment includes <u>0</u> B&W prints per month	Overages billed Monthly at \$ <u>0</u> per B&W print*
Payment includes <u>0</u> Color prints per month	Overages billed Monthly at \$ <u>0</u> per Color print*
Payment includes <u> </u> TOT clicks per month	Overages billed Monthly at \$ <u> </u> 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.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

PERRY proTECH, Inc.

LESSOR 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

John N Bergman President 10.26.23

SIGNATURE TITLE DATED

CUSTOMER (as referenced above)

34-6400073
FEDERAL TAX I.D. #

John N. Bergman
PRINT NAME

TERMS AND CONDITIONS

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions 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)

**IN THE MATTER OF AUTHORIZING THE LEASE OF A KM- BIZHUB C450i PRINTER/COPIER/
SCANNER FROM PERRYPROTECH FOR THE AUGLAIZE COUNTY AUDITOR'S OFFICE.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 26th day of October, 2023.

Commissioner Bansman moved the adoption of the following:

RESOLUTION

WHEREAS, PerryproTech was contacted about the lease of said copier for the Auglaize County Auditor's Office; and,

WHEREAS, it was determined that the KM-Bizhub C450i color printer/copier/scanner would best fit the need of the Auglaize County Auditor's 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 \$349.00 for said Konica Bizhub C450i 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 KM-Bizhub C450i printer/copier/scanner for the Auglaize County Auditor's Office; and,

BE IT FURTHER RESOLVED that the Board does authorize the President of the Board to execute said lease agreement; and,

BE IT STILL FURTHER RESOLVED that the Auglaize County Auditor's Office will process the payment out of its budget.

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

Adopted this
26th day of
October, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

ABSENT,
Douglas A. Spencer

David Bambauer, yes
David Bambauer

cc: PerryproTech
Auditor

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 419-739-6725	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE) County of Auglaize			BILLING STREET ADDRESS 209 S Blackhoof St Ste 206 Wapakoneta, OH, 45895-1989	
CITY Wapakoneta	STATE OH	ZIP 45895-1989	E-MAIL	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE) 102 209 S Blackhoof St Ste. Wapakoneta OH 45895-1989				

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
See Schedule A for Details			<input type="checkbox"/>

See attached Schedule A See attached Billing Schedule

TERM AND PAYMENT INFORMATION

60 Payments* of \$ 349.00 **plus all applicable taxes, fees, charges and other amounts due under this Agreement*
If you are exempt from sales tax, attach your certificate.

The payment ("Payment") period is monthly unless otherwise indicated.

Payment includes 4,500 B&W clicks per month	Overages billed Monthly at \$ 0.0072 per B&W click*
Payment includes 0 Color clicks per month	Overages billed Monthly at \$ 0.05 per Color click*
Payment includes 0 B&W prints per month	Overages billed Monthly at \$ 0 per B&W print*
Payment includes 0 Color prints per month	Overages billed Monthly at \$ 0 per Color print*
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.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

PERRY proTECH, Inc.		
LESSOR	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

CUSTOMER (as referenced above)	<i>X</i> <i>John N. Bergman</i>	President	10.26.23
	SIGNATURE	TITLE	DATED
		PRINT NAME	

TERMS AND CONDITIONS

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions 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)

County Commissioners Office
Auglaize County, Ohio
October 26, 2023

NO. #23-521

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 26th day of October, 2023.

Commissioner Bambauer 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 No.</u>	<u>Amount</u>	<u>Vendor</u>
474318	9282.00	E-PAK MANUFACTURING
474318	34008.00	E-PAK MANUFACTURING
474318	2250.00	E-PAK MANUFACTURING
474362	15100.55	POWELL COMPANY DBA RIGHTWAY FOOD SERVICE
474372	11650.00	EVAN’S ROOFING & SUPPLY, INC.
474373	29844.07	SCHNIPPEL ELECTRIC PLUMBING & HEATING, LLC
D03617	100000.00	CRIDERSVILLE VILLAGE
(direct deposit)		

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

Adopted this
26th day
October, 2023

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

ABSENT
Douglas A. Spencer

David Bambauer, yes
David Bambauer

✓cc: County Auditor