

County Commissioners Office  
Auglaize County, Ohio  
October 29, 2013

NO. 13-478

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

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of October, 2013.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

WHEREAS, the practice of using "Then and Now Certificates" has been instituted by the County Auditor.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of "Then and Now Certificates", does hereby approve the following:

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
378130	\$ 600.00	Aug Co Treasurer
378132	\$ 3,888.68	City of Wapakoneta
378138	\$ 277.80	Audrey Lowery
378141	\$ 396.00	Minster Bank

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

Adopted this  
29th day of  
October, 2013

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula *yes*  
Don Regula

John N. Bergman *yes*  
John N. Bergman

Douglas A. Spencer *yes*  
Douglas A. Spencer

✓ cc: County Auditor

**IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of October, 2013.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

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

**Board of Election Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$ 2,400.00	001.0301.530300 (Supplies)	001.0301.510200 (Salary)

**Airport Rotary Fund:**

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$ 347.97	076.0076.536400 (Workers Comp)	076.0076.536700 (PERS)

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustments to show the changes as tabulated 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  
29th day of  
October, 2013

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

- ✓ cc: County Auditor
- ✓ Bd. of Election – Michelle Wilcox

**IN THE MATTER OF CONTRACTING WITH KRITES LANDSCAPING & EXCAVATING, LLC FOR SNOW REMOVAL FOR COUNTY OWNED PARKING AREAS.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of October, 2013.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, it is necessary each year for Auglaize County to contract with a company/person for snow removal for the County owned properties parking areas: Courthouse, Administration Building, Law Enforcement Center, OSU Extension & Maintenance Garage, Title/License Bureau Building; and,

**WHEREAS**, David Krites of Krites Landscaping & Excavating, LLC quoted rates the same as last year for removal of snow for the 2013 - 2014 winter season as follows:

<b>All areas – Mon – Fri</b>	<b>\$420.00</b>
<b>LEC – Sat., Sun., Holidays</b>	<b>\$160.00</b>
<b>Title Dept. – Sat.</b>	<b>\$ 50.00</b>

**NOW THEREFORE, BE IT RESOLVED**, that the Board of County Commissioners of Auglaize County, Ohio does hereby award the contract for snow removal on County owned properties: Courthouse, Administration Building, Law Enforcement Center, OSU Extension & Maintenance Garage and Title/License Bureau Building to David Krites at the costs stated 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  
29th day of  
October, 2013

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula . *yes*  
Don Regula

John N Bergman . *yes*  
John N. Bergman

Douglas A Spencer . *Yes*  
Douglas A. Spencer

- cc: ✓ Krites Landscaping & Excavating LLC
- ✓ Maintenance staff
- ✓ Clerk of Courts
- ✓ OSU Extension Service
- ✓ Sheriff
- ✓ Clerk of the Board

**IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION DUE TO MONEYS CERTIFIED AND NOT APPROPRIATED.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of October, 2013.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board has been requested by County Treasurer, April Bowersock, to increase the Annual Appropriation with moneys that were certified and unappropriated; and,

**WHEREAS**, the request is to amend the 2013 Annual Appropriation to reflect the following increase in the (011) Treasurer Pre-Pay Fund:

- Increase 011.0011.510200 (Salary) by \$13,927.60;**
- Increase 011.0011.536700 (PERS) by \$ 1,913.54.**

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2013 Annual Appropriation Resolution be amended to show the increase as tabulated 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  
29th day of  
October, 2013

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula . yes  
Don Regula

John N. Bergman  
John N. Bergman

Douglas A. Spencer . Yes  
Douglas A. Spencer

- ✓ cc: County Auditor
- ✓ Treasurer – April Bowersock

County Commissioners' Office  
Auglaize County, Ohio  
October 29, 2013

No 13-482

**IN THE MATTER OF AUTHORIZING A HOUSING REHABILITATION PROJECT UNDER THE C.H.I.P. PROGRAM.**

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The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 29th day of October, 2013.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners did receive a \$500,000.00 grant through the State of Ohio's Comprehensive Housing Improvement Program for the acquisition & rehabilitation of housing units within the County; and

**WHEREAS**, the following project is ready to proceed:

Applicant: Charles Rowe                      901 S. Blackhoof St., Wapakoneta, Ohio  
Project Cost: \$30,680.00                      (HOME Funds)  
Contractor: Noll-Fisher Inc.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners does hereby authorize the housing project as noted 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 29th day  
of October, 2013

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula                      yes  
Don Regula

John N. Bergman                      yes  
John N. Bergman

Douglas A. Spencer                      yes  
Douglas A. Spencer

cc: Gayle Flaczynski – Poggemeyer Design Group  
BOCC Clerk – Esther Leffel

**IN THE MATTER OF AUTHORIZING A RENEWAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS AND FAIRFIELD COMPUTER SERVICES, LLC FOR USE OF ONLINE DOG LICENSING SYSTEM.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 29th day of October, 2013.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on October 22, 2009, Resolution #09-410, the Board of County Commissioners, authorized the agreement between Auglaize County and Fairfield Computer Services, LLC for the use of Online Dog Licensing System; and,

**WHEREAS**, the Auglaize County Dog Warden and the County Auditor are satisfied with the Online Dog Licensing System and it is their recommendation to approve and authorize the renewal agreement with Fairfield Computer Services, LLC; and,

**WHEREAS**, an Online Dog Licensing System Renewal Agreement a monthly service subscription of \$100.00 and a convenience fee for online orders which is incurred by the owner, was prepared and submitted to the Board of County Commissioners for its review and acceptance.

**THEREFORE BE IT RESOLVED** by the Board of Commissioners of Auglaize County, Ohio does hereby approve the Online Dog Licensing System Renewal Agreement including cost summary, submitted by Fairfield Computer Services, LLC; and,

**BE IT FURTHER RESOLVED** that the payment of all charges for this agreement will be made through the Dog & Kennel Fund; and,

**BE IT FURTHER RESOLVED** that said Online Dog Licensing System Agreement be hereto attached and thus become a part of this 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  
29th day of  
October, 2013

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula . yes  
Don Regula

John N. Bergman . yes  
John N. Bergman

Douglas A. Spencer . yes  
Douglas A. Spencer

- ✓ cc: Fairfield Computer Services, LLC
- ✓ County Auditor – Janet Schuler
- ✓ Dog Warden – Russ Bailey

## ONLINE DOG LICENSING SYSTEM RENEWAL AGREEMENT

**OVERVIEW.** This is an agreement between the County Commissioners of Auglaize County, Ohio, (CUSTOMER) of 209 S. Blackhoof St., Rm 201, Wapakoneta and Fairfield Computer Services, LLC, (FCS) of 1854 Far View Pl, Lancaster, Ohio 43130 for the continued use of the Online Dog Licensing System (SYSTEM).

**DURATION.** This agreement is in force for an initial term of two (2) years from the date of signing. This agreement shall automatically renew for three (3) successive one (1) year periods, unless terminated. Either party may terminate this agreement with a written sixty (60) day notice.

**SYSTEM DESCRIPTION.** A description of SYSTEM is given in "Exhibit 1. System Description."

**OWNERSHIP RIGHTS.** CUSTOMER shall retain all its rights in any text, images, data, or other material it owns and has transmitted to FCS for use in SYSTEM. CUSTOMER shall have a nonexclusive and nontransferable lease for use of SYSTEM for the duration of this agreement. FCS shall hold all right, title, and interest in and to all interfaces, navigational devices, menu structures or arrangements, and all other components of any source or object computer code that make up SYSTEM. CUSTOMER shall not do anything that may infringe upon or in any way undermine the right, title, and interest of FCS in SYSTEM.

**COMPENSATION.** For all the services provided under this agreement, CUSTOMER shall compensate FCS in accordance to the terms given in "Exhibit 2. Cost Summary."

**FCS BRAND.** FCS will place on the public-facing website of SYSTEM an inconspicuous phrase or mark identifying FCS as the owner and copyright holder of SYSTEM with a hyperlink back to the website of FCS.

**MATERIALS.** CUSTOMER warrants that artwork, text, data, and documents it has given FCS for use in SYSTEM is legally owned by or licensed to CUSTOMER. CUSTOMER agrees to hold FCS harmless from any and all claims brought by any third party relating to the given artwork, text, data, and documents in SYSTEM, including, but without limitation, any and all demands, liabilities, losses, costs, and claims, including attorney's fees, arising out of injury caused by CUSTOMER.

**DISCLAIMER.** FCS disclaims all warranties not expressly contained in this agreement. This includes, without limitation, any warranty as to the suitability, merchantability, fitness for any particular purpose, or non-infringement of the equipment, software, or services provided hereunder. FCS does not warrant that the equipment or software will operate uninterrupted or error-free. FCS does not warrant that SYSTEM will work on all platforms. No representation or other affirmation of fact, including, but not limited to, statements regarding capacity, suitability for use, or performance of SYSTEM, whether made by employees of FCS or otherwise that is not contained in this agreement shall be deemed to be a warranty by FCS for any purpose or give rise to any liability of FCS whatsoever.

**LIMITATION.** In no event shall FCS or CUSTOMER be liable to the other for any lost or anticipated profits, or any indirect, incidental, exemplary, special, reliance, punitive, or consequential damages arising out of or in connection with this agreement, regardless of whether FCS or CUSTOMER has been advised or has reason to know of the possibility of such damages. Notwithstanding any provision contained herein to the contrary, the maximum liability of FCS to CUSTOMER or any person whatsoever arising out of or in connection with this agreement or any use of or inability to use services, whether such liability arises from any claim based upon contract, warranty, tort, or otherwise, shall in no case exceed the actual amount paid to FCS by CUSTOMER during the six-month period preceding the claim. The foregoing limitations of liability will not apply to claims for personal injury caused by FCS's intentional misconduct or negligence, or claims for infringement, whether actual or alleged.

ENTIRE AGREEMENT. This agreement, together with the attached exhibits, constitutes the entire agreement between FCS and CUSTOMER with respect to the subject matter hereof, and supersedes any prior agreement, oral or written, between FCS and CUSTOMER in connection with this agreement.

SEVERABILITY. If any provision herein is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid or unenforceable provision with another which closely approximates the intent and economic effect of the invalid or unenforceable provision.

WAIVER. Both parties agree that the failure of the other to enforce any terms of this agreement is not a waiver of such or any other terms or conditions herein contained. Except as expressly provided herein, this agreement may not be changed or amended except by a writing executed by authorized representatives of both parties.

REMEDIES. All remedies available to either party are cumulative and not exclusive. Termination, expiration, or suspension shall not limit either party from pursuing other remedies available at law or in equity. Neither party may institute any action in any form arising out of this agreement more than fifteen (15) years after the cause of action has arisen.

ASSIGNMENT. This agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that the foregoing shall not prohibit FCS from assigning this agreement or its rights hereunder, nor require the consent of the CUSTOMER, in connection with any change of control, corporate reorganization, merger or consolidation of FCS. Any purported assignment, transfer, or delegation in violation of this section shall be null and void. Subject to the foregoing, this agreement shall be binding upon, insure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

FORCE MAJEURE. FCS shall not have any liability whatsoever or be deemed to be in default for any delay or failure in performance under this agreement resulting from acts beyond the control of FCS, including, but without limitation, acts of God, emergency, accident, fire, lightning, riot, strikes, lock-outs, industrial disputes, or epidemics.

GOVERNING LAW AND JURISDICTION. The laws of the State of Ohio govern this agreement and CUSTOMER and FCS hereby submit to the exclusive jurisdiction of the Ohio courts.

ACCEPTANCE. By signature below, the parties agree to the terms and conditions identified in this document. Parties further agree that they are authorized to act on behalf of their respective organizations and to bind said organizations to the terms and conditions outlined herein.

CUSTOMER acknowledges that he has read this agreement, understands it, and agrees to be legally bound by it.

WHEREFORE, the parties have caused this agreement to be executed by their duly authorized representatives.

COUNTY COMMISSIONER(S)

Don Regula  
(signature)

Don Regula  
(printed)

Douglas A. Spencer  
(signature)

Douglas A. Spencer  
(printed)

John N. Bergman  
(signature)

John N. Bergman  
(printed)

Date: October 29, 2013

FAIRFIELD COMPUTER SERVICES, LLC

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form

By: \_\_\_\_\_  
Prosecuting Attorney

Date: \_\_\_\_\_

WITNESS(ES)

Michael K. Hensley  
(signature)

Michael K. Hensley  
(printed)

Esther Leffel  
(signature)

Esther Leffel  
(printed)

## Exhibit 1. System Description

Fairfield Computer Services has an online system for managing dog licenses which is made available for use to the Customer as a service. The Customer manages their licensing by accessing an administrative website of the system using a web-browser over the Internet.

The system stores current and historical information on owners, licenses, orders, and payments. It generates blank license applications, renewal applications, and license receipts. It supports barcode and OCR processing of applications. It provides numerous reports on owners, licenses, orders, and payments. The system supports different tiers of administrative access and maintains a detailed audit trail of system activity.

In addition to an administrative interface, there is a public-facing website. Through this website, the general public may buy and renew licenses online via credit card. Multiple dogs may be renewed at one time. For owners with known email addresses, the system sends email renewal notices. A license search capability, for looking up a license record, is also available here.

Fees for licenses purchased online are remitted to the Customer by the end of business Monday for transactions of the prior week. By the Customer's determination, remittance is in the form of a paper check sent postal mail or by an electronic, ACH, payment. In the event that Monday is a holiday, the fees are remitted the next business day.

The administrative and public-facing websites are available from

<http://www.doglicenses.us/OH/Auglaize>

## Exhibit 2. Cost Summary

Monthly Service	Total
For use of the service; use of new features and fixes; phone and email support.	\$100.00

### Convenience Fees for Online Orders

The fee is per tag, applies only to online orders, and is incurred by the owner.  
 The fee covers all credit card costs, such as merchant fees, processor fees, gateway fees, and chargebacks.  
 The fee is based on the underlying tag price according to the following schedule:

Underlying Tag Price	Fee	Underlying Tag Price	Fee	Underlying Tag Price	Fee
\$0.01 - \$1.00	\$1.00	\$70.00 - \$74.99	\$5.00	\$145.00 - \$149.99	\$9.50
\$1.01 - \$4.99	\$1.50	\$75.00 - \$79.99	\$5.50	\$150.00 - \$154.99	\$9.75
\$5.00 - \$6.99	\$1.75	\$80.00 - \$84.99	\$5.75	\$155.00 - \$159.99	\$10.00
\$7.00 - \$14.99	\$2.00	\$85.00 - \$89.99	\$6.00	\$160.00 - \$164.99	\$10.25
\$15.00 - \$19.99	\$2.25	\$90.00 - \$94.99	\$6.25	\$165.00 - \$169.99	\$10.50
\$20.00 - \$24.99	\$2.50	\$95.00 - \$99.99	\$6.50	\$170.00 - \$174.99	\$10.75
\$25.00 - \$29.99	\$2.75	\$100.00 - \$104.99	\$7.00	\$175.00 - \$179.99	\$11.00
\$30.00 - \$34.99	\$3.00	\$105.00 - \$109.99	\$7.25	\$180.00 - \$184.99	\$11.25
\$35.00 - \$39.99	\$3.25	\$110.00 - \$114.99	\$7.50	\$185.00 - \$189.99	\$11.50
\$40.00 - \$44.99	\$3.50	\$115.00 - \$119.99	\$7.75	\$190.00 - \$194.99	\$11.75
\$45.00 - \$49.99	\$3.75	\$120.00 - \$124.99	\$8.00	\$195.00 - \$199.99	\$12.00
\$50.00 - \$54.99	\$4.00	\$125.00 - \$129.99	\$8.50	\$200.00 - \$204.99	\$12.25
\$55.00 - \$59.99	\$4.25	\$130.00 - \$134.99	\$8.75	\$205.00 - \$209.99	\$12.50
\$60.00 - \$64.99	\$4.50	\$135.00 - \$139.99	\$9.00	The fee for higher priced tags increases \$0.25 every \$5.00.	
\$65.00 - \$69.99	\$4.75	\$140.00 - \$144.99	\$9.25		

Example. An owner buys two tags online, where the underlying price of a tag is \$14.00 pays  
 $2 * (\$14.00 + \$2.00) = \$32.00$ , of which the county receives \$28.00.

**IN THE MATTER OF FIXING DATE, TIME AND PLACE FOR FINAL HEARING ON ENGINEER'S REPORTS, ON ESTIMATED ASSESSMENTS, ON THE PROCEEDINGS FOR THE MACHENBACH DITCH PROJECT.**

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The Board of Auglaize County Commissioners met in regular session on the 29th day of October, 2013.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on September 17, 2013, Auglaize County Assistant Engineer Kevin Schnell met with the Board of County Commissioners, presenting the Engineer's reports, reviewing plans and assessments for the Machenbach Ditch Project which is located in Noble Township; and,

**WHEREAS**, the Board approved the presentation; and,

**WHEREAS**, a request was made by Assistant Engineer Schnell that the Board set a date, time and place for the final hearing on said project.

**THEREFORE BE IT RESOLVED**, the Board of County Commissioners, of Auglaize County, Ohio does hereby approve the proposed plans and assessment schedule for the Machenbach Ditch and does hereby set November 21, 2013 at 9:00 a.m. at the Assembly Room – 2<sup>nd</sup> Floor in the Administration Building, located at 209 S. Blackhoof Street, Wapakoneta, Ohio, for the final hearing on the Engineer's reports and estimated assessments for the Machenbach Ditch Project.

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

Adopted this  
29th day of  
October, 2013

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

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

cc: County Engineer