

IN THE MATTER OF APPROVING AND RATIFYING THE EXECUTION OF THE OHIO DEPARTMENT OF REHABILITATION AND CORRECTION SUBSIDY GRANT AGREEMENT FOR SMART OHIO PILOT FUNDING.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of February, 2014.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, Common Pleas Judge Pepple, presented to the Board of County Commissioners a Ohio Department of Rehabilitation and Correction Subside Grant agreement for Smart Ohio Pilot Funding, which awards the sum not to exceed \$375,000.00 in five equal installments for the term beginning with the effective date of this Agreement and ending June 30, 2015; and,

WHEREAS, the installments will be paid in the following manner:
FY14 – Two payments of \$75,000 for a total of \$150,000;
FY15 – Three payment of \$75,000 for a total of \$225,000; and,

WHEREAS, it is necessary that the Board of County Commissioners sign this grant agreement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the grant agreement for the funding from the Ohio Department of Rehabilitation and Correction Subsidy for the Smart Ohio Pilot Funding; and,

BE IT FURTHER RESOLVED that the Board does ratify the execution of said grant agreement by the Board of County Commissioners, Auglaize County, Ohio.

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

Adopted this
13th day of
February, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Absent
Douglas A. Spencer

Don Regula, yes
Don Regula

✓cc: Common Pleas Judge – Fred Pepple
✓Sheriff – Allen Solomon

County Commissioners Office
Auglaize County, Ohio
February 13, 2014

NO. 14-083

IN THE MATTER OF AUTHORIZING A TOWER AND COMMUNICATION BUILDING AGREEMENT WITH AGILE NETWORK BUILDERS LLC; RATIFYING THE EXECUTION OF SAID AGREEMENT BY THE PRESIDENT OF THE BOARD.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of February, 2014.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, negotiations between the Board of County Commissioners and Agile Network Builders LLC have been conducted for the lease space for antennae on the Auglaize County tower located near the County Law Enforcement Center; and the lease of Communication Building space; and,

WHEREAS, an agreement for the above mentioned leases has been drafted; and,

WHEREAS, the initial term of the lease will be for two (2) years with automatic renewal terms for ten (10) two-year periods, at the compensation as stated in said Agreement, providing that neither party has notified the other of its intent to cancel the Agreement.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby approve and authorize the tower and communication building agreement between Auglaize County and Agile Network Builders LLC for the purposes so stated above; and,

BE IT FURTHER RESOLVED that said Board ratifies the execution of said agreement by the President of the Board of County Commissioners, Auglaize County, Ohio; and,

BE IT FURTHER RESOLVED that said 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
13th day of
February, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Absent
Douglas A. Spencer

Don Regula, yes
Don Regula

- ✓cc: Agile Network Builders LLC
- ✓Sheriff Al Solomon
- ✓Clerk of BOCC

Tower Site License Agreement
Between
The Auglaize County Commissioners
And
Agile Network Builders LLC

This Tower Site License Agreement (the "License") is made by and between the **Auglaize County Commissioners** ("Auglaize County"), having an office located at 209 Blackhoof Street Room 201, Wapakoneta, Ohio 45895, and Agile Network Builders, having an office located at 213 Market Avenue, North Suite 310, Canton, Ohio 44702 (the "Licensee").

WITNESSETH:

In consideration of the terms, covenants and conditions set forth herein below, the parties hereto agree as follows:

I. DEMISE AND USE OF THE PREMISES

1.1 Auglaize County hereby grants to Licensee a license to install, construct, operate and maintain a Wireless Broadband Communications System ("System") located on the Premises described in Exhibit A attached hereto and incorporated herein by reference (the "Sites"), together with associated communications and supporting equipment and necessary utility service connections and lines to the Premises subject to reasonable safety requirements and in accordance with all applicable laws and policies subject to both parties acquiring necessary third party approvals and permits. Exhibit A may be amended from time to time by the written consent of both parties. Exhibit B represents the approved equipment Licensee may install at facilities listed in Exhibit A.

1.2 Auglaize County shall also permit Licensee to occupy space in Auglaize County telecommunications equipment rooms and/or shelters located on the Premises and Site subject to compliance with all Auglaize County policies as space permits. This space will be used for rack space, utility services and other equipment necessary to operate the System. Licensee shall be authorized to connect to the Auglaize County's existing generator and utility services if capacity allows subject to both parties acquiring necessary third party approvals and permits.

1.3 Auglaize County shall, at its expense, provide Licensee restricted access to the Premises and Site on a 24 hours per day, 7 days per week basis; however no installation and/or maintenance by Licensee that could interfere with Auglaize County's operations will be permitted. Auglaize County shall give Licensee a key to any lock or fence that protects the Premises.

II. INITIAL TERM

2.1 The term of this License shall commence on the date on which it is fully executed by all parties hereto (the "Commencement Date") and shall expire on June 15th, 2016 (2 Year Term) (the "Initial Term").

III. ANNUAL LICENSE FEES

3.1 Licensee shall pay to Lessor a monthly fee of \$425.00 or an Annual Fee of \$5,100 or at Lessors discretion provide 5Mbps Agile Network connectivity for up to two locations for the use of each Site listed in Exhibit A. This fee includes the cost of all utilities, including electricity to the Site not to exceed 20 amps of power. Licensee shall remit the monthly fee to Lessor by the 10th of each month or its annual license fee payment on or before June 15th of each year. If this License commences after June of any given year and Licensee elects to pay an annual fee, Licensee shall pay a prorated license fee due for the period from the Commencement Date to the end of the following June.

3.2 All payments are payable to the Auglaize County Commissioners and shall be sent to 209 South Blackhoof Street Room 201, Wapakoneta, Ohio 45895. If Licensee does not occupy the Site on the Commencement Date for any reason, Licensee's obligation to pay the license fee reserved hereunder shall commence as of the date that the Site is occupied by Licensee for the purposes set forth in Section I.

3.3 Prior to each renewal, the parties will review the annual license fee and the utility costs for the prior two (2) years. Unless otherwise agreed between the parties, Licensee agrees to an increase of 5% per renewal to cover any increase in utility costs.

IV. RENEWAL TERMS

4.1 Provided that Licensee is not then in default of any of its material obligations hereunder and as otherwise set forth in Paragraph 3.3 above, this license shall automatically renew for up to ten (10) successive and continuous terms of two (2) years each (the "Renewal Terms") upon the price, terms and conditions as are set forth herein.

4.2 Not less than ninety (90) days prior to the end of the last remaining renewal term, the parties will evaluate the need for the License and determine whether to extend renewal options.

V. EQUIPMENT

5.1 The parties recognize that throughout the duration of this License the parties may install, add, construct, modify, and/or remove equipment on the Auglaize County Sites. Unless otherwise agreed to by parties, any such equipment that is installed, added, or constructed by Licensee on the Auglaize County Sites shall remain the property of Licensee who shall retain full

ownership thereof; and any such equipment that is installed, added, or constructed by Auglaize County on the Auglaize County Sites shall remain the property of Auglaize County who shall retain full ownership thereof.

IV. WASTE/RETURN OF PREMISES

6.1 Licensee shall not commit or suffer any waste on the Premises or Site. Upon the expiration of this License or upon the earlier termination hereof, Licensee shall surrender possession of the Premises and Site in substantially as good a condition as the same existed at the Commencement Date, except for:

- .1) damage from fire or natural elements not caused by Licensee;
- .2) circumstances beyond the control of Licensee; and
- .3) reasonable use and normal wear and tear, depreciation and decay;

6.2 Provided, however, if Licensee desires to remove its improvements, then Licensee may remove such improvements and such items and shall repair all damage caused in the course of any such removal(s).

VII. QUIET ENJOYMENT

7.1 Auglaize County represents and warrants that it is in lawful possession of the Premises and has full authority to license the Premises to Licensee. Auglaize County and Agile Networks shall not install any equipment or structure that interferes with the pre-existing operations of another parties' equipment. The parties hereto agree that any interference with the use of the Licensed Premises shall be resolved immediately upon notice to the other party. If interference continues after notice is provided as set forth in Paragraph 18 herein and the expiration of the applicable cure period the affected party shall have the right to

1. cure the interference
2. bill the interfering 3rd party for the cost to cure the interference
3. terminate the agreement, remove its equipment and bill the interfering party for all costs arising from interference

7.2 The term "interference" as defined by The Federal Communications Commission (FCC) shall mean: "That which seriously degrades, obstructs, or repeatedly interrupts a radio communication service operating in accordance with the Radio Regulations."

VIII. AUGLAIZE COUNTY'S COMPLIANCE WITH LAWS

8.1 At the time the Premises or Site are "ready for use" by Licensee, Auglaize County shall ensure that the Premises and Site are in compliance (where applicable) with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and local governments, departments, commissions, boards and offices.

IX. AUGLAIZE COUNTY'S DUTIES/SERVICES

9.1 Auglaize County shall, at its expense, perform/provide the following duties/services in regard to the entire Premises:

- .1) Pay any taxes, excises, levies, license and permit fees, and other applicable assessments such as water and sewer rents, rates and charges which may be assessed, levied, confirmed, imposed upon or become due and payable or in respect of the Premises.
- .2) Provide Licensee restricted ingress and egress to the Premises as set forth in Paragraph 1.3. Licensee shall use best efforts to safeguard any codes or keys given to it for such access.
- .3) Continue maintenance of its Sites.

X. INSPECTION

10.1 Licensee shall permit Auglaize County or its agent(s) to enter the Premises or Site to examine its equipment at any time.

XI LICENSEE'S DUTIES

11.1 Licensee shall perform/provide the following duties:

- .1) Comply with any applicable laws, ordinances, orders, rules, regulations and requirements of all federal, state or local governments relating to Licensee's use and occupancy of the Premises or Site.
- .2) Pay for all telephone services furnished to the Premises or Site on behalf of Licensee.
- .3) Pay all fees, permits, and licenses directly related to Licensee's equipment and operation of the same.

XII. LICENSEE'S ALTERATIONS/REPLACEMENT

12.1 With prior written approval from the Auglaize County, Licensee shall have the right to repair, replace and reconstruct any of the improvements set forth in Section I at any time during the term of this License as long as such improvements do not interfere with any Auglaize County equipment or that of other tenants or licensees.

12.2 Licensee will install, operate and maintain its equipment, at its sole cost and expense, in accordance with applicable federal, state and local laws and regulations.

12.3 Licensee's equipment will remain the property of Licensee through the term of the

License and any renewals thereof in accordance with Section 5 of this License. At expiration or termination of the License, any of Licensee's improvements to Auglaize County's microwave radio system or equipment not removed by Licensee shall become the property of Auglaize County. Licensee will also repair at least equal to existing conditions, at its sole cost and expense, any and all damage to Auglaize County's property.

12.4 To the best of its ability, Licensee will not use, occupy or permit Auglaize County's Premises and Site to be used or occupied in any manner which may cause structural injury to, or interfere with, the structural integrity of Auglaize County's Premises and Site or any part thereof.

XIII. EMINENT DOMAIN

13.1 If the any of the Premises listed in Exhibit A are taken in any appropriation proceedings or by any right of eminent domain, this License shall terminate for said premises only from the time when possession of the Premises is taken for another public use. Such taking shall not operate as, or be deemed, an eviction of Licensee or a breach of Auglaize County's covenant of quiet enjoyment.

XIV. DISPOSAL OF PREMISES

14.1 Should during the term of this License the Premise be sold, conveyed, transferred or otherwise disposed, Auglaize County shall immediately notify Licensee of such transfer of ownership and shall provide copies of the recorded deed or other instrument transferring title, together with the new owner(s) name(s), address(es), telephone and facsimile number(s), business entity title(s), social security number(s) and/or federal tax identification number(s). Notwithstanding the preceding, should the premise be sold, conveyed, transferred or otherwise disposed, this license for the premise shall remain in full effect.

XV. ASSIGNMENT/SUBLETTING

15.1 Licensee may be permitted to assign this License, with the express written approval of Auglaize County. Said approval shall not be unreasonably withheld.

15.2 Auglaize County may be permitted to assign this License, with the express written approval of Licensee. Said approval shall not be unreasonably withheld.

XVI. NOTICES

16.1 All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this License shall be in writing and shall be deemed to have been properly given when sent via Federal Express or other reputable overnight delivery service or sent by certified mail:

.1) With respect to the Auglaize County Commissioners, addressed to:

Auglaize County Commissioners
209 South Blackhoof Street
Wapakoneta, Ohio 45895
419-739-6710

.2) With respect to Licensee, addressed to:

Agile Network Builders
213 Market Avenue North, Suite 310
Canton, Ohio 44702
888-602-4807 x 202

16.2 Auglaize County and Licensee each have the right, from time-to-time, to specify as its address for purposes of this License any other address in the United States of America upon giving notice thereof to the other party hereto as provided herein.

16.3 As a courtesy, a copy of any such instrument may be sent to the other party via facsimile. Such faxed copies shall not be a substitute or replacement for the instrument to be delivered or sent pursuant to Paragraph 16.1 above. The failure to fax a courtesy copy to the other party shall not affect the validity of any instrument issued pursuant to Paragraph 16.1.

XVII. SEVERABILITY

17.1 If any provision of this License, or the application thereof to any situation or circumstance, shall be invalid or unenforceable, the remainder of this License or the application of such provision to situations or circumstances other than those as to which it is invalid or unenforceable, shall not be affected; and each remaining provision of this License shall be valid and enforceable to the fullest extent permitted by applicable law.

XVIII. DEFAULTS

18.1 By Licensee. In the event that:

.1) Licensee shall fail to pay the monthly fee or any portion thereof, or any of the other charges required by this License, when the same shall become due and payable and the same shall remain unpaid for a period of sixty (60) days after written notice thereof from Auglaize County; or

.2) Licensee shall be in material default of any other terms or provisions of this License and shall so remain for a period of sixty (60) days after Auglaize County, by written notice, has informed Licensee of such default (however, if such default cannot reasonably be cured within such sixty (60) day period, then Licensee shall not be deemed in default so long as it promptly commences to cure the same within said sixty (60) day period and diligently pursues such curing thereafter; then Auglaize County may, at its option, give a notice of election to

terminate this License upon the date specified in such notice of termination, which date shall not be less than one (1) year after the date of such notice, and upon the date specified in said notice of termination the term of this License and the estate created hereby shall expire and terminate as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the term of this License.

.3) Upon termination of this License by reason of the happening of any event of default specified above, Auglaize County shall have the immediate right to re-enter and repossess the Premises by due process of law, and Licensee shall pay to Auglaize County the unpaid fee owed at the time of such termination, if any. Notwithstanding Auglaize County's election under 18.1.2, Auglaize County shall nonetheless be entitled to pursue any and all rights it may have at law or in equity.

18.2 By Auglaize County. In the event that:

.1) Auglaize County shall be in material default of any terms or provisions of this License and shall so remain for a period of sixty (60) days (unless this License specifies a lesser time frame) after Licensee has given notice to Auglaize County of such default (however, if such default cannot reasonably be cured within the applicable time period, then Auglaize County shall not be deemed in default so long as it promptly commences to cure the same within the applicable time period and diligently pursues such curing thereafter), then.2) Licensee may terminate this License by giving not less than ninety (90) days' notice to Auglaize County.; or

.2) Licensee may cure the default (or have the default cured by others) and deduct the cost thereof from any unpaid fee. Notwithstanding Licensee's election under 18.2.1 or 18.2.2, Licensee shall nonetheless be entitled to pursue any and all rights it may have at law or in equity.

XIX. USE OF COMMON AREAS

19.1 Auglaize County hereby grants to Licensee and its agents, servants, employees and business invitees during the term of this License, a non-exclusive right to use all parking, driveway and walking areas (the "Common Areas") which may, from time-to-time, be part of, or appurtenant to, the Premises, together with rights of ingress and egress to and from the Premises at such places as are now or may thereafter be designated by Auglaize County. Auglaize County acknowledges that no fee shall be charged to Licensee for the use of the Common Areas.

XX. INDEMNIFICATION AND INSURANCE

20.1 To the fullest extent permitted by law, Licensee shall indemnify and hold harmless Auglaize County, its agents, representatives, and employees, in both individual and official capacities (individually "Indemnified Party"; collectively "Indemnified Parties"), from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including, but not limited to, the fees and charges of attorneys), direct or indirect, of any nature, kind or description, which arise out of, are caused by, or result from the actions of Licensee, its

agent, employees, or contractors, but only to the extent caused by any negligent acts, errors or omissions of the Licensee, anyone directly or indirectly employed by the Licensee, or anyone for whose acts the Licensee is legally liable, regardless of whether the claim, damage, loss, or expense is caused in part by an Indemnified Party.

20.2 Except when a modification is requested in writing by the Licensee and approved in writing by Auglaize County, the Licensee shall carry, and maintain at the Licensee's cost, with companies authorized to do business in Ohio, all necessary liability insurance during the term of this Agreement.

XXI. FORCE MAJEURE

21.1 In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of acts of God, terrorist acts, strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war or other reason not the fault of the party delayed in performing work or doing acts required under the terms of this License, then performance of such acts shall be excused for the period of the delay and the period for the performance of any such acts shall be extended for a period equivalent to the period of such delay.

XXII. FORUM DESIGNATION

22.1 Any action or proceeding against any of the parties hereto relating in any way to this License or the subject matter hereof shall be brought and enforced exclusively in Auglaize County, Ohio, and the parties hereto irrevocably consent to the exclusive jurisdiction of such courts in respect of any such action or proceeding.

XXIII. ESTOPPEL CERTIFICATES

23.1 Licensee agrees, from time-to-time, not later than thirty (30) days following notice from Auglaize County to execute, acknowledge and deliver to Auglaize County in a form prepared by Licensee a statement certifying to the effect that this License is unmodified and in full force and effect (or if there have been modifications, that this License is in full force and effect as modified) and the date to which any fees or any other sums due hereunder have been paid. It is intended that said statement may be relied upon by any prospective purchaser or mortgagee of the Premises.

XXIV. WAIVER

24.1 No waiver by either party of a breach of any term, condition, provision, covenant or obligation of this License shall be construed to be a waiver of any future breach of the same or other term, condition, provision, covenant or obligation hereof. No receipt of money by Auglaize County from Licensee or others after the giving of any notice of default, or after the termination of this License, or after the commencement of any suit, shall reinstate, continue or extend the term of this License, or affect any such notice, demand or suit. The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude

or waive the right to the use of another.

XXV. TOWER DESTRUCTION

25.1 In the event a tower becomes dilapidated, in Auglaize County's opinion, or is destroyed for any reason, Licensee, at its own cost, may reconstruct, repair or rebuild said tower to reasonable Auglaize County standards. If Licensee elects not to repair, rebuild or reconstruct said tower, Auglaize County may, at its option, terminate the License to use that tower upon prior written notice to Licensee. If Auglaize County constructs a new tower, it will include it in this License Agreement with Licensee.

XXVI. COMPLIANCE WITH LAWS

26.1 Licensee, in the execution of duties and obligations under this Agreement, agrees to comply with all Auglaize County Policies, all applicable federal, state and local laws, rules, regulations and ordinances.

XXVII. SURVIVAL

27.1 The representations, warranties, covenants, and agreements of the parties contained in this License shall survive the expiration or termination of the term of this License and shall be and continue in effect notwithstanding the fact that Licensee may waive compliance with any of the other provisions of this License.

XXVIII. GOVERNING LAW

28.1 This License, and any addendum hereto, shall be governed by, construed, enforced and interpreted in accordance with the laws of the State of Ohio, without giving effect to any conflicts or choice of laws principles which otherwise might be applicable.

XXIX. HEADINGS

29.1 The headings to the various articles and exhibits to this License have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the express terms, provisions and conditions of this License.

XXX. MULTIPLE COUNTERPARTS

30.1 This License may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

XXXI. ENTIRE AGREEMENT

31.1 This License and attached exhibits constitute the entire agreement between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to the subject matter hereof. Any amendment or change in this License shall not be valid

unless made in writing and signed by both parties.

XXXII. AUTHORITY TO SIGN

32.1 Any person executing this agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her director or Association to execute this agreement on such authority's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed by their duly authorized representatives as of the date last written below.

LICENSEE:

For Licensee:

Signature: _____
Its: _____

Printed Name: _____

Date: _____

ACKNOWLEDGEMENT

STATE OF OHIO)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 2014, before me personally appeared _____ known to me to be the _____ who acknowledged that he/she executed the foregoing License for and on behalf of the _____, and that the same is his/her own and the Agency's voluntary act and deed and that they are duly authorized to enter into said License for and on behalf of the _____.

Notary Public

AUGLAIZE COUNTY

Auglaize County Commissioners:

Signature: John N Bergman
Its: President

Printed Name: JOHN N BERGMAN

Date: 2-13-2014

ACKNOWLEDGEMENT

STATE OF OHIO)
) ss.:
COUNTY OF Auglaize)

On this 13th day of February, 2014, before me personally appeared John N. Bergman known to me to be the President who acknowledged that he/she executed the foregoing License for and on behalf of the Auglaize County, and that the same is his/her own and the Agency's voluntary act and deed and that they are duly authorized to enter into said License for and on behalf of the Board of Auglaize County.

Esther M. Leffel
Notary Public



ESTHER M. LEFFEL
Notary Public, State of Ohio
My Commission Expires 02/12/17

EXHIBIT “B”

Approved Equipment

COLLOCATION APPLICATION

*APPLICATION TYPE New Collocation Collocation Application Instructions
 DATE OF SUBMITTAL SPECIAL PROJECT

SITE INFORMATION

*CUSTOMER Agile Network Builders CUSTOMER PROJECT NAME OHIO NETWORKS LLC
 *Summary of Work to be Completed on Site (please include final configuration description) Install 2 parabolic antennas and eight sector antennas
 SITE NUMBER ANS1257 SITE NAME MARGS Wapakoneta
 *ADDRESS 1051 Dearborn Ave *CITY Wapakoneta *COUNTY Hamilton *STATE OH *ZIP 45385
 *LATITUDE (dgs-min-sec) 40-38-29 *LONGITUDE (dgs-min-sec) 84-20-50
 *CUSTOMER SITE NUMBER CUSTOMER SITE NAME

PROJECT CONTACT INFORMATION

*PRIMARY CONTACT Kyle Quillen *COMPANY/ORGANIZATION Agile Network Builders
 *ADDRESS 213 Market Ave N *CITY Cambridge *STATE OH *ZIP 43702 *PHONE 888-494-0549 ext 2001
 *EMAIL kquillen@agilenetworks.com ONLY COPY PRIMARY CONTACT ON ALL DELIVERABLES:

FIRM OR CONTACT NAME	TELEPHONE	FAX	E-MAIL
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*RF ENGINEER	Agile Network Builders	888-494-0549 x 2001	kquillen@agilenetworks.com
CONSTRUCTION PM	Agile Network Builders	888-494-0549 x 2012	kquillen@agilenetworks.com
ACCOUNTS PAYABLE			
OTHER			

INFORMATION TO BE INCLUDED IN LEASE

*CUSTOMER LEGAL ENTITY NAME Agile Network Builders LLC STATE OF INCORPORATION OH
 *SIGNATORY FIRST NAME Kyle *MIDDLE INITIAL *LAST NAME Quillen
 *SIGNATORY TITLE CTO

LEGAL NOTICE ADDRESS INFORMATION REQUIRED FOR NEW COLLOCATIONS / or if change of address required:

*LEGAL NOTICE ADDRESS 213 Market Ave N CITY Cambridge STATE Ohio ZIP 43702
 *ATTENTION: *NAME Kyle *MIDDLE INITIAL *LAST NAME Quillen DEPT: *EMERGENCY CONTACT NAME Kyle Quillen *PHONE 888-494-0549 ext 2002

ADDITIONAL COPY NOTICE TO:

NAME	DEPT	ADDRESS	CITY	STATE	ZIP

ADDRESS FOR RENTAL PAYMENT INVOICING:

NAME	DEPT	ADDRESS	CITY	STATE	ZIP

TRANSMITTER SPECIFICATIONS (& RECEIVER)

TRANSMITTER/RECEIVER TYPE	Transmitter & Receiver	Transmitter & Receiver	Transmitter & Receiver	Transmitter & Receiver
QTY of TRANSMITTERS/RECEIVERS	4	4	2	2
MANUFACTURER	Camden Networks	Camden Networks	Camden Networks	Camden Networks
TYPE & MODEL	PMP120	PMP45	P1P510	P1P51
TYPE of TECHNOLOGY	WiFi	WiFi	4G LTE	4G LTE
TX POWER OUTPUT	25dbm	32dbm	29	29
*ERP (Watts)	42	42	38.6	38.6
ELECTRIC SERVICE REQUIRED (Amps/Volts)	NA	NA	NA	NA

NOT FOR EXECUTION

ANTENNA EQUIPMENT SPECIFICATIONS					
EQUIPMENT TYPE:	Panel	Panel	Radio/ODU	Dish-Radome	
INSTALLATION STATUS	Proposed	Proposed	Proposed	Proposed	
RAD CENTER AGL (ft)	238.2	241.85	229	229	
EQUIPMENT MOUNT HEIGHT (ft)	238.5	241.35	228	225	
EQUIPMENT MOUNT TYPE	Stand-Off	Stand-Off	Stand-Off	Stand-Off	
EQUIPMENT MANUFACTURER	Cambridge Networks	Cambridge Networks	Cambridge Networks	Cambridge Networks	
EQUIPMENT MODEL #	HPM503	HPM450	HPM500	HPM511	
EQUIPMENT DIMENSIONS (HxWxD) (Indicate feet or inches)	28.5x39 inches	28.283x32.9 inches	16.5x8.5x3"	36"	
EQUIPMENT WEIGHT (per item, in lbs.)	12	13	19.1	56	
EQUIPMENT QUANTITY	4	4	2	2	
AZIMUTHS / DIRECTION of RADIATION (degrees) i.e. "0/180/240"	0/180/240/360	0/180/240/360	20/120/80	20/30/60/5	
QTY. in EACH AZIMUTH / SECTOR, i.e. "4/4/4"	1/1/1/1	1/1/1/1	1/1	1/1	
TX FREQUENCY	5.65	5GHz	11GHz	10GHz	
RX FREQUENCY	5.65	5GHz	11GHz	11GHz	
Is equipment using unlicensed frequencies?	No	Yes	No	No	
ANTENNA GAIN	16.5	17			
TOTAL # of LINES for equipment in column	4	4	2	2	
LINE QTY. in EACH AZIMUTH / SECTOR, i.e. "5/5/5"	1/1/1/1	1/1/1/1	1/1	1/1	
LINE TYPE	CA 12	CA 12	CA 12	CA 12	
LINE DIAMETER / SIZE	3/8	3/8	1/2	1/2	
REMOVING EQUIPMENT (if applicable)					
ADDITIONAL INSTALLATION NOTES:	All mounts are to stand off mounts with a separation kit. To allow for visibility. All cables will be supported via zip ties (notably) clips without encroaching upon the Motorola SPEC.				
APPROVAL CONDITIONS:					
PROJECT SPECIALIST				APPROVAL DATE:	

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of February, 2014.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested by Chris Davis, District Administrator, and Allen Imwalle, Fiscal Agent, from the Auglaize County Soil and Water Conservation District to increase the Annual Appropriation with moneys that were certified and unappropriated; and,

WHEREAS, the request is to amend the 2014 Annual Appropriation to reflect the following increase in the (031) WLEB Grant Fund:

Increase 031.0031.538000 (Transfer Out) by \$5.64.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2014 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
13th day of
February, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Absent
Douglas A. Spencer

Don Regula, yes
Don Regula

cc: County Auditor
Soil & Water Conservation District

IN THE MATTER AUTHORIZING THE EXECUTION OF A SALES ORDER AGREEMENT WITH ES&S ELECTION SYSTEMS & SOFTWARE; RATIFYING THE EXECUTION OF THE SALES ORDER AGREEMENT BETWEEN ES&S ELECTION SYSTEMS & SOFTWARE AND THE BOARD OF COUNTY COMMISSIONERS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of February, 2014.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of Elections has been working with ES&S Election Systems & Software to purchase six (6) Model DS200 Digital Image Scanners with Reverse Wound paper roll & 4GB thumb drive, six (6) Model 100 to DS200 steel ballot box conversion kit, installation and shipping; and,

WHEREAS, the Board of Elections has submitted their recommendation and the Sales Order Agreement with ES & S Election Systems for the total amount of \$30,900.00; and,

WHEREAS, 100% of order due within (30) calendar days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES & S invoice being a lump sum payment of \$30,900.00.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners , Auglaize County, Ohio, does hereby accept the sales order agreement from ES & S Election Systems & Software on behalf of the Board of Elections; and,

BE IT FURTHER RESOLVED, that said Board grants the Board of Elections the authority to make the one lump sum payment of \$30,900.00 to ES & S Election Systems & Software as specified in the Sales Agreement; and,

BE IF FURTHER RESOLVED, that the Board of County Commissioners does ratify the execution of the Sales Order Agreement between Auglaize County Board of Commissioners on behalf of the Board of Elections and ES & S Election Systems & Software.

BE IT STILL FURTHER RESOLVED, that a copy of said sales 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
13th day of
February, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Absent
Douglas A. Spencer

Don Regula, yes
Don Regula

IN THE MATTER OF AUTHORIZING EXPENDITURES FOR THE VETERANS SERVICE COMMISSION, OFFICERS & STAFF TO ATTEND STATE/DISTRICT/REGIONAL CONVENTIONS/SEMINARS THROUGHOUT THE REMAINDER OF 2014.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of February, 2014.

Commissioner Regula moved the adoption of the following:
RESOLUTION

WHEREAS, Lynne Skaggs, the Auglaize County Veteran Service Officer, submitted correspondence to the Board of County Commissioners informing it that the Veterans Service Commission requests that the Board Members, consisting of Arlan Walker, Cynthia Preston, Ed Voisard, Kenneth Kohlrieser and Scott Dues, and Office Staff, Lynne Skaggs, Rob Wiss and Suzie White, be authorized for travel expenses throughout 2014; and,

WHEREAS, travel expenses requested to be approved and authorized are for Veterans Service Commission Office related conventions, conferences and seminars.

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

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

Adopted this
13th day of
February, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Absent,
Douglas A. Spencer

Don Regula, yes
Don Regula

✓ cc: Veterans Services – Lynne Skaggs

IN THE MATTER OF AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE THE OHIO ATTORNEY GENERAL'S OFFICE – MOVING OHIO FORWARD DEMOLITION PROGRAM GRANT AGREEMENT – PHASE II.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of February, 2014.

Commissioner Regula moved the adoption of the following:
RESOLUTION

WHEREAS, the Board of Auglaize County Commissioners adopted Resolution No. #12-294 on July 19, 2012, authorizing the President of the Board to execute the Ohio Attorney General's Office – Moving Ohio Forward Demolition Program Grant Agreement in the amount of \$215,777.00; and,

WHEREAS, the Board of Auglaize County Commissioners has received notice from the Ohio Attorney General – Phase II funding request has been approved for the Moving Ohio Forward Demolition Grant Program in the amount of \$9,466.00; and,

WHEREAS, the award period for the grant agreement is from January 1, 2014 through September 30, 2014; and,

WHEREAS, the Ohio Attorney General's Office has provided the Auglaize County Board of Commissioners with the grant agreement for the execution by the President of the Board.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the President of the Board, John N. Bergman, to execute the Ohio Attorney General's Office Moving Ohio Forward Demolition Program Grant Agreement – Phase II.

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

Adopted this
13th day of
February, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes
John N. Bergman

Absent,
Douglas A. Spencer

Don Regula, yes
Don Regula

Attachment

- /cc: Ohio Attorney General's Office
- ✓ Poggemeyer Design Group
- ✓ City of Wapakoneta
- ✓ City of St. Marys
- ✓ Villages & Townships

**Ohio Attorney General's Office
Moving Ohio Forward Demolition Program
Agreement**

Lead Entity Organization: Auglaize County Board of Commissioners

Obligated Amount: Nine Thousand, Four Hundred Sixty-Six and 00/100 Dollars (\$9,466.00)

Award Period: Commencement Date – January 1, 2014 End Date – September 30, 2014

The parties hereto agree as follows:

I. Funding Purpose and Recapture of Funds. This Agreement is made and entered into by and between the Ohio Attorney General's Office ("AGO") and the Auglaize County Board of Commissioners ("Lead Entity") to obligate and disburse funds in the amount of \$9,466.00 ("Demolition Funds") during the Award Period for residential demolition activities in accordance with the Lead Entity's Application as approved by the AGO, which is incorporated by reference as if fully rewritten herein. This Agreement may only be modified with the prior written approval of the AGO. All modifications to this Agreement shall be in writing and signed by both parties to this Agreement. Any change from the residential demolition activities set forth in the Lead Entity's approved Application without a modification to this Agreement will be grounds for recapture of the funds by the AGO.

II. Use of Demolition Funds. Demolition Funds may be used for the sole and express purpose of undertaking and completing residential demolition projects ("Projects") as described in the Scope of Work attached hereto as Exhibit A. Lead Entity shall undertake and complete each Project as described in the Scope of Work. Other terms and conditions under which the contractor(s), including certified professionals, will complete the Scope of Work are as set forth in Lead Entity's approved Application. Such terms and conditions are incorporated in this Agreement by reference and are a material part of this Agreement.

III. Completion of Projects. Demolition Funds shall not be released until: (a) Lead Entity completes all demolition activity for a residential Project; (b) Lead Entity submits to the AGO a reimbursement/disbursement request as set forth in paragraph IV(b) and a reimbursement/disbursement report as set forth in paragraph VIII(a) of this Agreement signed and certified by Lead Entity or Subrecipient, as identified in Lead Entity's Application, that all demolition activities as required were, in fact, completed; and, (c) Lead Entity completes (or causes to be completed) each other act required to be performed pursuant to the Moving Ohio Forward Demolition Program Guidelines, which are incorporated herein by reference, and submits all information required in Attachment B of the Reimbursement/Disbursement Request Manual, which is incorporated herein by reference.

IV. Payment of Demolition Funds.

- (a) Payment Information. Lead Entity shall have on file a Payment Information Form, attached hereto as Exhibit B. This Form shall be returned with the executed copy of this Agreement. Failure to complete the Form and return it with this Agreement will result in a delay of the first payment.
- (b) Request for Payment. Lead Entity shall submit to the AGO for review and approval reimbursement/disbursement requests detailing Project expenditures which have then been incurred by Lead Entity. All expenses to be paid or reimbursed with Demolition Funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Lead Entity for each demolition Project. The AGO may request, and Lead Entity shall submit to the AGO, such additional documentation as may be necessary or useful to substantiate a

reimbursement/disbursement request. In the event of a complete or partial denial of a reimbursement/disbursement request, the AGO shall notify Lead Entity in writing, including a statement of specific reasons for such denial, and Lead Entity shall have an opportunity to re-submit the request with additional information responsive to the reason for denial. The AGO shall use reasonable efforts to issue a notice of denial, in whole or in part, within thirty (30) days after receipt of a reimbursement/disbursement request from Lead Entity.

- (c) Payment of Demolition Funds. The AGO shall disburse the Demolition Funds approximately thirty (30) days after receipt and approval of both the reimbursement/disbursement request and the reimbursement/disbursement report described in paragraph VII(a) of this Agreement. Lead Entity shall adhere to the procedures for payment of Demolition Funds set forth in the Reimbursement/Disbursement Request Manual.

V. Demolition Funds Not Expended. If the Demolition Funds are not expended by Lead Entity, not expended in accordance with the terms and conditions of this Agreement, or not expended within the Award Period set forth in this Agreement, Lead Entity shall return such unused or improperly expended Demolition Funds within thirty (30) days after demand by the AGO. If the AGO determines that Lead Entity has not performed in accordance with the terms and conditions of this Agreement, and after the return of misspent or unused Demolition Funds to the AGO, this Agreement will terminate.

VI. Agreement Deadlines. Lead Entity shall complete all Projects not later than the End Date set forth in this Agreement. If Lead Entity anticipates that a Project will not be completed by the End Date, Lead Entity shall request an extension of time to complete a Project before the scheduled End Date, pursuant to paragraph XIV(e) of this Agreement. It will be within the sole discretion of the AGO to grant or deny such extension of time. Lead Entity acknowledges that the Award Period extends beyond the End Date for purposes of reporting by Lead Entity and monitoring by the AGO of the results of the award of Demolition Funds.

VII. Securing Contractor(s).

- (a) Lead Entity shall secure qualified personnel and/or contractors to complete each Project. All personnel performing work under this Agreement shall be employees of Lead Entity, or under the direct supervision of the Lead Entity's subcontractors, or be performed by a Subrecipient and the Subrecipient's subcontractors. Lead Entity shall comply with all applicable laws governing the selection of subcontractors under this Agreement.
- (b) Lead Entity shall bind any Subrecipients or subcontractors to the terms of this Agreement, so far as applicable to the work of the Subrecipient or subcontractor, and shall not agree to any provision which seeks to bind the AGO to terms inconsistent with, or at variance from, this Agreement.
- (c) Any contracts entered into by Lead Entity with Subrecipients or subcontractors shall include anti-kickback and non-collusion clauses and property tax certifications. Subrecipients or subcontractors shall have adequate liability and property damage insurance. All Subrecipients and subcontractors shall have policies regarding drug free workplace, equal employment opportunity, and be knowledgeable and understand Ohio Ethics and Conflict of Interest laws.

VIII. Reporting.

- (a) Reimbursement/Disbursement Report. Lead Entity shall submit a certified report with each reimbursement/disbursement request for a completed Project. Each report shall provide the street address, itemization of expenses claimed, and amount requested. Attachments to the report shall include

photographs, invoices, authority for demolition, environmental reports and any applicable waste shipment record. One subrecipient agreement and contractor, subcontractor or vendor agreement shall be provided per entity. No Demolition Funds shall be paid to Lead Entity until the AGO receives the items described in this paragraph.

- (b) Final Performance Report. Lead Entity shall submit a Final Performance Report to the AGO describing the use of the Demolition Funds during the Award Period, the outcome achieved from the expenditure of the Demolition Funds, and a brief narrative of the overall success of the Moving Ohio Forward Demolition Program including any known land reutilization, economic and environmental benefits. Lead Entity shall adhere to all mandatory fiscal and program administration guidelines, including audit requirements, as determined by the AGO. This report, the form of which is provided in Attachment 9 of the Application, shall be submitted to the AGO no later than December 31, 2014 and sent to the following address: MovingOhioForward@OhioAttorneyGeneral.gov. Lead Entity's obligation to complete and submit the Final Performance Report shall survive the expiration of this Agreement.
- (c) Additional Information. Lead Entity shall provide to the AGO any additional reports or information relating to the Project as the AGO may from time to time reasonably request.

IX. Adherence to State and Federal Laws and Regulations.

- (a) General. The Lead Entity, in expending the Demolition Funds, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances. Without limiting the generality of such obligation, Lead Entity shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withholding, and any and all other taxes or payroll deductions required for all employees engaged by Lead Entity in connection with each Project. Lead Entity shall comply with all applicable environmental, zoning, planning and building laws and regulations.
- (b) Ethics. Lead Entity, by its signature on this Agreement, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws and will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Lead Entity understands that failure to comply with the Ohio ethics and conflict of interest laws is in itself grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement.
- (c) Conflict of Interest. No personnel of Lead Entity who exercise any functions or responsibilities in connection with the review or approval of this Agreement or the carrying out of any Project work shall voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to this Agreement or Project work. Lead Entity or any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose the personal interest in writing to the AGO. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless the AGO determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
- (d) Non-Discrimination. Pursuant to R.C. 125.111 and the AGO's policy, Lead Entity agrees that Lead Entity and any person acting on behalf of Lead Entity shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Lead Entity further agrees that Lead Entity and any person acting on behalf of Lead Entity shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired

for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

- (e) Kickbacks. Lead Entity represents and warrants to the AGO that Lead Entity has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any payment back from any contract, or kickback, and Lead Entity covenants and agrees that Lead Entity, its employees and agents shall not provide, attempt to provide, offer to provide, solicit, accept, or attempt to accept any kickbacks during the Award Period of this Agreement. Lead Entity further represents and warrants that it has not knowingly included, directly or indirectly, the amount of any kickback in the estimated cost of any Project nor will knowingly include, directly or indirectly, the amount of any kickback into any reimbursement/disbursement request report.
- (g) Public Records. Lead Entity acknowledges that this Agreement and other records in the possession or control of the AGO regarding each project are public records under R.C. 149.43 and are open to public inspection unless a legal exemption applies.

X. Default, Remedies and Termination.

- (a) Default. Lead Entity shall be in default of this Agreement if Lead Entity fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than thirty (30) days after written notice from the AGO. During the thirty-day cure period, Lead Entity shall incur only those obligations or expenditures pre-approved by the AGO that are necessary to enable Lead Entity to continue its operations and achieve compliance with the terms and conditions of this Agreement.
- (b) Remedies. Following a default by Lead Entity, the AGO may exercise one or more of the following remedies:
 - (i) Discontinue Disbursements. If the Demolition Funds have not been fully disbursed, the AGO may terminate any and all of the AGO's obligations under this Agreement, including the obligation to make further disbursements of Demolition Funds.
 - (ii) Demand Repayment of Demolition Funds or Liquidated Damages. Under the circumstances described in Section V of this Agreement, the AGO may demand repayment of Demolition Funds improperly expended. Lead Entity shall not be required to repay an amount that exceeds the Demolition Funds disbursed to Lead Entity.
 - (iii) Other Legal Remedies. Pursue any other legal or equitable remedies the AGO may have under this Agreement or applicable law.
- (c) Remedies Cumulative. No remedy provided to the AGO under this Agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by AGO in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by the AGO to be expedient.
- (d) Effects of Termination. Within sixty (60) days after termination of this Agreement following any default, Lead Entity shall provide the AGO with a final report setting forth the total expenditure of the Demolition Funds by Lead Entity and the status of each Project at the time of termination. The final report shall be signed and certified. This reporting obligation shall survive the termination of the Agreement.

XI. Certification of Funds. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code have been complied with, and until such time as all necessary funds are available.

XII. Notices. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been received for all purposes if mailed by first class delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to the AGO:
Ohio Attorney General's Office
Mortgage Foreclosure Unit
30 East Broad Street, 15th Floor
Columbus, Ohio 43215
FAX No.: (866) 403-3979

If to Lead Entity:
To the Point of Contact and address identified
in Lead Entity's Application

XIII. Indemnification. Lead Entity and the AGO each agree to be responsible for any personal injury or property damages caused solely by its negligent acts or omissions as determined by a court of competent jurisdiction or as the parties may otherwise mutually agree. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

XIV. Miscellaneous.

- (a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.
- (b) Forum and Venue. Lead Entity irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio. In any action or proceeding arising out of or related to this Agreement, Lead Entity agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Lead Entity irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court. Nothing in this Agreement shall limit the right of the AGO to bring any action or proceedings against Lead Entity in the courts of any other jurisdiction.
- (c) Entire Agreement. This Agreement, including its exhibits, attachments and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- (d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- (e) Amendments. Either party may at any time during the Award Period of this Agreement request amendments or modifications to this Agreement. Requests for amendment of this Agreement shall be in writing and shall specify the requested changes and the justification for each change. The parties shall review the request for amendment, taking into consideration the statutes, policies and goals of the

disbursement of Demolition Funds. If the parties concur on changes to the terms of this Agreement, an amendment shall be written, approved, and executed in the same manner as the Agreement.

- (f) Assignment. Neither this Agreement nor any rights, duties, or obligations of Lead Entity pursuant to this Agreement shall be assigned by Lead Entity without the prior express written consent of the AGO. Any purported assignment not made in accordance with this paragraph shall be void.

XV. Authority to Bind Parties. The person signing this document on behalf of Lead Entity is legally authorized to contractually obligate the Lead Entity. Lead Entity represents and warrants to the AGO that neither Lead Entity nor any of Lead Entity's employees or agents has made false statements to the AGO in the process of obtaining the award of Demolition Funds.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Lead Entity:
Auglaize County Board of Commissioners

By: John N. Bergman

Printed Name: John N. Bergman

Title: BOCC President

Date: February 13, 2014

AGO:
Ohio Attorney General's Office

By: _____

Matthew J. Lampke
Mortgage Foreclosure Counsel

Date: _____

Approval as to form:

By: Jessica B. Tom

Jessica B. Tom
Associate Assistant Attorney General
Executive Agencies, Business Counsel Unit

Date: 2/10/14

EXHIBIT A
Scope of Work

Each Project includes residential demolition activities such as asbestos surveys, required asbestos abatement, demolition of buildings, and waste removal. Other reimbursable demolition activities include the following Demolition Hard Costs, Demolition Soft Costs, and a portion of General Administrative Costs:

<p align="center">General Administrative Costs (5% of total demolition costs)</p> <ul style="list-style-type: none"> • General Management and Oversight of Program • Technical Support Services • Monitoring and Evaluation • Preparation of Reimbursement/Disbursement Requests • Performance Report Preparation • Local Historic Review/Assessments (OHPO clearance is not required) • State Audit(s) • Other expenses approved on a case-by-case basis by the AGO 	<p align="center">Demolition Hard Costs (reimbursed 100% for completed demolitions)</p> <ul style="list-style-type: none"> • Demolition of Buildings • Removal of Asbestos • Removal of other Hazardous Materials • Clearance of Structures (poles, fences, walls, driveways, service walks, etc.) • Removal of Underground Storage Tanks and Utility Services • Removal and/or Filling/Capping of Septic Systems and Wells • Clearance of Debris and Garbage • Site Restoration (grading and seeding) • Regulatory Permit and Inspection Fees • Other expenses approved on a case-by-case basis by the AGO
<p align="center">Ineligible Moving Ohio Forward Costs (no reimbursement)</p> <ul style="list-style-type: none"> • Acquisition of Real Estate • Payment of Real Estate Taxes and Tax Delinquencies • Payment of Tax Liens and Property Assessments • Payment of Delinquent Utility Costs • Marketing of Project Site(s) • Preparation of the Moving Ohio Forward Application including the Strategic Planning component • Litigation expenses • Property Maintenance • Reimbursement for properties listed in the Federal National Register of Historic Places • Ohio EPA fines and/or penalties 	<p align="center">Demolition Soft Costs (reimbursed 100% for completed demolitions)</p> <ul style="list-style-type: none"> • Environmental Assessments • Asbestos Surveys • Title Searches • On a preapproval basis, legal fees for local governments without available legal counsel, contract preparation and review • On a preapproval basis, architectural/engineering fees, including cost estimates, bid specifications and job progress inspections • Legal/Bid Advertisements • Other expenses approved on a case-by-case basis by the AGO

EXHIBIT B

PAYMENT INFORMATION FORM

Payment Options (choose one and complete information fields):

Check

- Payee Name: _____
- Address: _____

Wire Transfer

- Destination Bank Name: _____
- Account Name: _____
- ABA Routing Number: _____
- Account Number: _____

Automated Clearing House ("ACH")

- Destination Bank Name: JPMORGAN CHASE
- Account Name: AUGLAIZE COUNTY
- ABA Routing Number: 044000037
- Account Number: 714332913

APPROVED AS TO FORM ONLY:



The Prosecuting Attorney of Auglaize County, Ohio

CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS

Attest: I, _____, Auditor of _____
hereby certify that the money to meet this contract has been lawfully appropriated for the
purpose of this contract and is in the treasury of _____, or is in the
process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: _____

Seal:

Signed: _____

Title: _____

IN THE MATTER OF FIXING DATE AND TIME FOR PUBLIC HEARING FOR THE ACCEPTANCE OF THE
"WALLACE FORK # 2 OPEN DITCH & WALLACE FORK #3 TILE DITCH PROJECTS" INTO THE
COUNTY'S PERMANENT DITCH MAINTENANCE PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 13th day of February, 2014.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, on February 11, 2014, County Engineer Doug Reinhart met with the Board of County Commissioners, reviewing plans and completed construction on Wallace Fork Ditch #2 Open Ditch project and the Wallace Fork #3 Tile Ditch project; and,

WHEREAS, County Engineer Reinhart presented the following correspondence to the Board:

In 1994, the Wallace Fork Ditch #2 was petitioned through the County Commissioners, reconstructed, and has since been under a permanent maintenance program. This improvement included the reconstruction of 1.26 miles of open ditch from SR #67 north Fairmont Road, plus 1400' of subsurface tile main replaced near the upper end of the watershed across Worrell Road (see attached map). Total cost of both the open and tile ditch reconstruction at that time was \$83,354.

What was reconstructed in 1994 has been on a maintenance program by this department. Most all of the work, which includes annual spraying of broad leaf weeds and brush, erosion control and silt removal has been on the open ditch. The balance in this account is annually reviewed and if there is an adequate balance for the upcoming year, there is not charge. If it is about to go into the "red", then my department makes a recommendation to the Commissioners to charge a percentage of the original construction assessment for each parcel, it is collected as a part of your real estate taxes and the account is then replenished by all those in the watershed. As a result, the ditch is now 20 years old and still functioning at 100% of its original design capacity. The average maintenance percentage assessment since 1994 has been between 2% to 3% of a parcels original assessment per year.

Of the original \$83,354 cost, \$67,667 was attributed to the open ditch reconstruction of which all landowners in the 1,176 Acre watershed contributed to. The subsurface tile portion of the petition costs landowners \$15,687 and was paid for by just a few landowners owning the 149.9 Acres (cross hatched on the enclosed map) being serviced by this tile. When this project was completed, final assessments determined and filed with the Commissioners to establish maintenance assessments, the tile portion was not deleted from the open ditch maintenance base and therefore – when a landowner on the expensive tile portion of the project received a maintenance fee for the open ditch that we have been taking care of, they have been charged at a very high rate because their base includes the tile.

Therefore, what we are proposing is not to change anyone' overall maintenance base from their 1994 assessments, but rather create a new maintenance account called the Wallace Fork #3 Tile and create a new assessment base for just those who helped pay for the expensive tile portion. Wallace Fork #3 Tile base maintenance account will be based upon just the tile portion of the project and funded by just those landowners draining into that project. Again, no one's overall assessment base from 1994 is changing. Only those near the upper end of watershed will now have a separate open ditch base and a separate tile assessment base for the Wallace Fork #3 account.

Resolution – continued

February 13, 2014

Wallace Fork #2 watershed project & Wallace Fork #3 tile project – page 2

My office will send out the legal notices and a cover letter explaining the reasons for the notification, and an explanation of Section 6137 of the Ohio Revised Code. This project, should it be accepted, shall be named the Wallace Fork #2 Open Ditch Project and Wallace Fork #3 Tile Ditch Project.

THEREFORE BE IT RESOLVED, the Board of County Commissioners, of Auglaize County, Ohio does hereby set March 20, 2014 at 10:00 a.m. in the Assembly Room – 2nd Floor in the Administration Building, located 209 S. Blackhoof Street, Wapakoneta, Ohio for the Maintenance Hearing on the Wallace Fork #2 Open Ditch Project and Wallace Fork #3 Tile 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
13th day of
February, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman . yes
John N. Bergman

Absent . _____
Douglas A. Spencer

Don Regula . yes
Don Regula

cc: County Engineer

IN THE MATTER OF AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS TO ENTER INTO A BUSINESS SERVICE AGREEMENT WITH TSC FOR BROADBAND SERVICES FOR AUGLAIZE COUNTY; AND AUTHORIZE THE PRESIDENT OF THE BOARD TO EXECUTE SAID AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 13th of February, 2014.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the IT Manager, Cameron Ruppert, presented to the Board of Auglaize County Commissioners a business service agreement with TSC for broadband services to improve the broadband services for Auglaize County; and,

WHEREAS, the term of this business service agreement will be for five (5) year period at a monthly cost of \$497.00 and with an effective date of February 17, 2014.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and authorize the business service agreement with TSC as stated above; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners does authorize President of the Board to execute the business service 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
13th day of
February, 2014

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Absent
Douglas A. Spencer

Don Regula yes
Don Regula

✓ cc: TSC
✓ IT Manager – Cameron Ruppert