

County Commissioners Office
Auglaize County, Ohio
July 30, 2015

NO. 15-323

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 30th day of July, 2015.

Commissioner Bergman 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>
396431	\$ 500.00	PDG
396434	\$29,071.71	Asphalt Materials
396436	\$ 379.60	LACCA

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

Adopted this
30th day of
July, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer . yes
Douglas A. Spencer

Don Regula . yes
Don Regula

John N. Bergman . yes
John N. Bergman

✓cc: County Auditor

IN THE MATTER OF APPROVING A LEASE AGREEMENT BETWEEN AUGLAIZE COUNTY BOARD OF COMMISSIONERS AND HKS AVIATION LTD FOR USE OF HANGAR "F" AT NEIL ARMSTRONG AIRPORT; AUTHORIZING THE EXECUTION OF SAID LEASE.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 30th of July, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, negotiations have been on-going concerning a lease for Hangar "F" including the office area of the hangar at the Neil Armstrong Airport which is owned by Auglaize County/Auglaize County Board of County Commissioners; and,

WHEREAS, the Auglaize County Airport Hangar committee and HKS Aviation Ltd have presented the Board with a lease agreement deem satisfactory by both parties; and,

WHEREAS, it is the recommendation of the Auglaize County Airport Hangar committee that the Auglaize County Board of County Commissioners approve the terms of such lease.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and authorize the aforementioned lease for Hangar "F" at the Neil Armstrong Airport; said lease being between Auglaize County Board of Commissioners and HKS Aviation Ltd; and,

BE IT FURTHER RESOLVED that the Board of Auglaize County Commissioners does hereby authorize the execution of said lease; and,

BE IT FURTHER RESOLVED that a copy of said lease be hereto attached and thus be made a part of this Resolution.

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

Adopted this
30th day of
July, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

- cc: HKS Aviation Ltd
- Brent Richter – Airport Authority
- Matt Bailey – Airport Manager
- Edwin Pierce – Auglaize County Prosecutor

RECEIVED

AUG 10 2015

Board of County Commissioners
Auglaize County, Ohio

**AUGLAIZE COUNTY NEIL ARMSTRONG AIRPORT
CORPORATE HANGAR LEASE**

This Corporate Hanger Lease is entered into between the Auglaize County Board of County Commissioners, Auglaize County Ohio ("*Lessor*") and HKS Aviation Ltd, an Ohio limited liability company ("*Lessee*"), effective August 1, 2015 (this "*Lease*").

RECITALS

- A. Lessor is the owner of the Auglaize County Neil Armstrong Airport ("*Airport*"), located in the northeast quarter of Section 29, Town 6 South, Range 5 East, Washington Township, Auglaize County, Ohio;
- B. The parties declare that the promotion of the use of the airport and the expansion and upgrade of its facilities are desirable goals;
- C. Lessee is willing to enter into a lease for the Leased Premises (as defined below) located at the Airport for use by Lessee's corporate aircraft as a step toward achieving the forgoing goals.

NOW, THEREFORE, in consideration of the covenants contained herein, Lessor leases Lessee upon the terms and conditions contained herein, the following premises:

- A. The exclusive right to the use of the aircraft storage area of Hangar F at the Auglaize County Neil Armstrong Airport, including the office area of the Hangar.
- B. The right to the use of the ramp adjoining the Hangar F;
- C. The non-exclusive right to use the airport ramps, runways, and taxiways with unobstructed access thereto, for aircraft and vehicular use and for ingress and egress to and from Hangar F, including the right to remove any obstructions to such access subject to the approval of the Lessor;
- D. The non-exclusive right of ingress and egress through the airport's access points between the Hangar F and State Route 219.

The aircraft storage area and office area and the forgoing rights are referred to herein as the "Leased Premises."

- 1. Term of Lease. This Lease shall commence on August 1, 2015 (the "*Effective Date*") and shall continue for five (5) years, expiring July 31, 2020.
- 2. Rental. Lessee agrees to pay, and Lessor agrees to accept, as rental for the Leased Premises, the following annual amounts, which amounts will be paid in equal monthly installments payable on the first day of each month during the term:

Hangar F: \$1,100 per month

- 3. Use of the Premises. During the term of this Lease, Lessee shall be entitled to use Hangar F for the following purposes: storage, repair, maintenance, operations and washing service to owned, rented and/or leased aircraft and related equipment. In its use

of the Leased Premises, Lessee shall comply with all applicable laws and regulations of Auglaize County, the Federal Aviation Administration, and the State of Ohio and with all general regulations not in conflict therewith heretofore or hereafter adopted by Lessor, its successors or assigns, for the airport in the interest of safety and good operating practices.

4. Maintenance and Repair of Hangar F. Except as otherwise provided, during the term of this Lease, Lessee shall maintain the Leased Premises in good and serviceable condition and repair Hangar F at its sole cost and expense, ordinary wear and tear excepted. The Auglaize County Airport Authority will provide maintenance for the structure items of Hangar F i.e. building walls, roof, operational state of doors and utility services. If Hangar F should be destroyed by fire or other cause or be so damaged that it cannot be repaired within ninety (90) days, Lessee may by written notice to Lessor within 180 days after such casualty terminate this Lease with respect to that Hangar. Lessee shall permit Lessor and its authorized employees or agents to enter the Leased Premises and to inspect the Leased Premises at reasonable times and upon reasonable notice.
5. Upgrades to Leased Premises. The Lessor must approve any changes or improvements to the Leased Premises. The Lessee shall be responsible for presenting any proposed changes or improvements to the Leased Premises to the Lessor for approval. If the Lessor approves a change or improvement to the Leased Premises, the Lessor shall, at such time, set the value and percentage of such change or improvement (including the relevant depreciation schedule) that shall be credited to the Lessee should this Lease be terminated or non-renewed at a time that such change or improvement has value remaining according to the items useful life. Those changes or improvements approved by the Lessor will be done at the sole expense of the Lessee. Should this Lease be terminated or non-renewed the Lessee shall be credited for those approved changes or improvements as set forth above. The changes or improvements must meet any applicable laws and regulations, including any environmental, building, or fire codes, of Auglaize County, the State of Ohio. All changes or improvements shall remain part of the Leased Premises.
6. Utilities. The Lessee agrees to pay utility cost for electric and natural gas for Hangar F, including the Aircraft Storage Area and Office Area.
7. Airport Operation. Lessor shall, at its sole expense, install, erect, and maintain all existing and future landing field facilities including ramps, taxiways, and access points to the Leased Premises and all runways in a good and serviceable condition. Lessor shall keep the ramps, taxiways, and runway clean and swept and shall promptly remove any snow from such ramps, taxiways, runways, and access points into the Airport.
8. Insurance.
 - a. Liability. Lessee shall, at its expense maintain aircraft liability insurance in the following minimum amounts on each aircraft owned or operated by the Lessee at the Airport.

1. Aircraft bodily injury liability insurance of \$100,000 for all arising out of bodily injury to or death of one person and \$300,000 for all damages arising out of bodily injury or death of two or more persons in any one accident.
 2. Aircraft passenger liability insurance of \$100,000 for each passenger seat.
 3. Aircraft property damage liability insurance of \$100,000
- b. Fire and Casualty. - Lessee's Aircraft and Property. Lessee shall, at its expense procure and maintain insurance against loss by fire or other casualty to Lessee's aircraft owned and operated at the airport and to Lessee's other personal property located upon the Leased Premises in amounts and with companies satisfactory to Lessee.
- c. Fire and Casualty -Leased Premises. Lessor shall, at its expense procure and maintain insurance against loss by fire or other casualty to the Leased Premises in amounts and with companies satisfactory to Lessor.
- d. Environmental. Lessor shall, at its expense, procure and maintain a policy or policies of insurance against loss from environmental remediation, removal, response, abatement, containment, closure, restoration, or remodeling work. This insurance shall be in an amount no less than \$1,000,000 per incident.
- e. Certificate of Insurance. A certificate of insurance with respect to each insurance policy provided in this Section to be maintained by a party hereto shall be furnished to the other party, upon request, and shall provide that such policy shall be non-cancelable except upon twenty (20) days' prior written notice to the other party.
- f. Waiver of Subrogation. Neither Lessor nor Lessee shall be liable for loss or damage caused by any risk covered by any insurance policy(***including any deductible or self-insured retention associated with such policy***) maintained by the other party or other Lessees of the Lessor on the airport property with respect to the Leased Premises, the airport, any aircraft or other personal property located thereon, and each party shall, to the extent possible, waive all rights of subrogation against the other with respect to such policy.
9. Assignment and Subletting. Lessee shall not assign this Lease or sublet any portion of the Leased Premises.
10. Default. If Lessee shall default in the performance of any of its obligations hereunder and such default shall continue for 30 days after written notice from Lessor by certified mail, Lessor may, at its election, terminate this Lease upon written notice to Lessee. If, by reason of acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind from any government body or agency, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, tornados, storms, floods, washouts,

droughts, arrest, restraint of government and people, civil disturbances, explosions, breakage, or accident to machinery, transmission lines, partial or entire failure of any utility or any cause or event not reasonably within the control of Lessee, Lessee is unable in whole or in part to carry out its obligations under this Lease, Lessee shall not be deemed to be in default during the continuance of such inability.

11. Quiet Enjoyment. Lessor covenants and agrees with Lessee that, upon Lessee's paying the rental amount and performing all the terms, covenants and conditions of this Lease on Lessee's part to be performed, Lessee shall, except reasons beyond the control of Lessor, peaceably and quietly have and hold the Leased Premises for the term aforesaid.
12. Environmental.
 - a. Lessor's Warranty. Lessor shall comply with all federal, state, and local environmental laws and regulations and any permits or orders issued by a governmental authority.
 - b. Lessee's Indemnity. Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all claims, suits, actions, legal or administrative proceedings, demands, judgments, damages, losses, penalties, fines or liabilities (including strict liability), encumbrances, liens, expenses, and costs (including but not limited to reasonable attorney and consultant fees, and reasonable expenses of investigation and defense) (collectively, "Claims") to the extent such Claims arise out of (i) Lessee's negligent use of the Leased Premises, (ii) Lessee's violation of any federal, state or local environmental law or regulations, or any permits or orders issued thereunder, (iii) injury (including death) of any person, damage to any property on the Leased Premises caused by Lessee's negligence, or (iv) any Remediation of spills or releases from the fuel farm or tanks therein caused by the negligent acts or omissions of Lessee. The obligation of Lessee under this Section 12 shall survive the term of this Lease and any renewal or extension thereof.
 - c. Remediation. "Remediation" for purposes of this Lease shall mean all cost (including cost by way of reimbursement to any regulatory agency) incurred in connection with or arising out the investigation and remediation of any of the matters covered by the foregoing indemnities, including by way of illustration, investigation cost, penalties, fines, and interest imposed by any regulatory authority, investigation fees and consulting fees, testing, monitoring cost of removal of contaminated materials, transportation of contaminated materials removed, cost of restoring the Leased Premises to substantially the condition existing as of the date hereof, necessary remodeling and costs of on-site treatment of contaminated soil and groundwater.
13. Termination. Lessee and Lessor shall have the right to terminate this Lease for the Leased Premises at any time after the conclusion of the twelve (12) month period immediately following the Effective Date, provided that the Lessee/Lessor gives the Lessee/Lessor at least six (6) months advance written notice. Except as specifically

provided for herein, partial termination of this Lease will not result in changes to other terms and conditions of this Lease.

14. Miscellaneous.

- a. Counterparts. This Lease shall be executed in duplicate counterparts, and each counterpart shall constitute an original.
- b. Binding Effect. The terms of this Lease shall be binding upon and shall inure to the benefit of the Lessor and Lessee, and their respective successors and assigns.
- c. Capacity. The parties covenant each with the other that they have the right to enter into this Lease.
- d. Dispute Resolution. Any controversy or claim arising out of or relating to this Lease, or the breach of this Lease, shall be settled by arbitration in Montgomery County, Ohio by three arbitrators. The arbitration shall be administered by the American Arbitration Association (“AAA”) in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction over the controversy or claim. Within 15 days after the commencement of arbitration, each party shall select one person to act as arbitrator, and the two so selected shall select a third arbitrator within 30 days after the commencement of the arbitration. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator within the allotted time, the third arbitrator shall be appointed by the AAA in accordance with its rules. All arbitrators shall serve as neutral, independent and impartial arbitrators. Qualified arbitrators include lawyers with at least ten years of active litigation and/or contract experience.
- e. Governing Law. This Lease and the rights of the parties pursuant to this Lease shall be governed by and construed in accordance with the laws of the State of Ohio, exclusive of conflict or choice of law rules.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have hereunto executed this Lease in duplicate on the date and year first above written.

AUGLAIZE COUNTY BOARD OF COUNTY COMMISSIONERS

By: Don Regula
Don Regula

By: Doug Spencer
Doug Spencer

By: John Bergman
John Bergman

HKS AVIATION LTD, an Ohio limited liability company

By: Gary Heitmeyer
Name: Gary Heitmeyer

Title: Member

STATE OF OHIO :
:SS
COUNTY OF AUGLAIZE :

The Auglaize County Board of County Commissioners, acknowledge the foregoing instrument before me on August 11, 2015

Esther M. Lippel
Notary Public



ESTHER M. LEPPLE
Notary Public, State of Ohio
My Commission Expires 08/22/17

STATE OF OHIO :
:SS
COUNTY OF AUGLAIZE :

Gary Hertmeyer Authorized Representative of HKS Aviation, acknowledge the foregoing instrument before me on August 3rd, 2015.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



AMY K. KAUP
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
December 15, 2018
Recorded in
Auglaize County

Amy K. Kaup
Notary Public

IN THE MATTER OF APPROVING AND AUTHORIZING THE EXECUTION OF THE SUBGRANT 2014-DL-LEF-5804 FOR THE SHERIFF'S OFFICE GRAND LAKE TASK FORCE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 30th day of July, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Lt. Mike Vorhees, of the Sheriff's Office and the Grand Lake Task Force, presented to the Board of County Commissioners a Subgrant Award Agreement for funding from the Drug Law Enforcement Fund through the State of Ohio Office of Criminal Justice Services for award period 06/30/2015 to 06/30/2016; and,

WHEREAS, it is necessary that the President of the Board of County Commissioners sign this subgrant award agreement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the Subgrant Award Agreement 2014-DL-LEF-5804 for the Grand Lakes Task Force through the Drug Law Enforcement Fund; and,

BE IT FURTHER RESOLVED that the Board does authorize the execution of said grant agreement by Douglas A. Spencer, as President of Board.

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

Adopted this
30th day of
July, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

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

cc: Sheriff Allen Solomon

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

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 30th day of July, 2015.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to Ohio Revised Code Section 305.07, "the Board of County Commissioners may provide by Resolution for the holding of special sessions"; and,

WHEREAS, the Board must set special session on Wednesday, August 5, 2015 from 11:00 a.m. – 12:00 p.m. to attend a meeting with Congressman Jim Jordan at the Administration Building, Assembly Room – 2nd Floor, 209 S. Blackhoof Street, Wapakoneta, Ohio or until the conclusion of the business for the purposes stated above.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby set Wednesday, August 5, 2015 from 11:00 a.m. – 12:00 p.m. or until such time as the meeting is concluded, at the location so named above as the date, time and place to convene a special sessions for said Board; and,

BE IT FURTHER RESOLVED that a copy of this Resolution be provided to The Evening Leader, The Wapakoneta Daily News, The Lima News and The Daily Standard to ensure adequate public notice of these special sessions.

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

Adopted this
30th day of
July, 2015

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

John N. Bergman, yes
John N. Bergman

cc: newspapers
✓✓✓✓