

IN THE MATTER OF AUTHORIZING THE EXTENSION OF EMPLOYMENT OF NATHANIEL A. SCHUMACHER TO THE POSITION OF AN INTERN IN THE IT DEPARTMENT FOR AUGLAIZE COUNTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of April, 2010

Commissioner Spencer moved the adoption of the following

RESOLUTION

WHEREAS, on April 16, 2009, the Board of County Commissioners appointed Nathaniel A. Schumacher to the IT Internship position for Auglaize County for the term commencing April 20, 2009 and terminating October 30, 2009; and,

WHEREAS, Intern Schumacher has worked closely and successfully with the County Computer Operations Manager; and,

WHEREAS, the Board of County Commissioners has determined that it would be advantageous to extend the appointment of Nathaniel Schumacher to December 31, 2009; and,

WHEREAS, the Board of County Commissioners has once again determined that it would be advantageous to extend the appointment of Nathaniel Schumacher to June 30, 2010; and,

WHEREAS, Nathaniel A. Schumacher is in agreement with the extension of the appointment, as is Brian Fisher, Computer Operations Manager.

THEREFORE BE IT RESOLVED, the Board of Commissioners of Auglaize County, Ohio does hereby authorize the extension of the appointment of Nathaniel A. Schumacher to the IT Internship position for Auglaize County, working with the County Computer Operations Manager, at the terms so stated in the original agreement; and,

BE IT FURTHER RESOLVED that said authorized extension of appointment commence, retroactively, to January 1, 2010 and terminate June 30, 2010.

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

Adopted this
22nd day of
April 22, 2010

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: Nathaniel A. Schumacher

County Auditor - Janet Schuler

IN THE MATTER OF ENTERING INTO AN AGREEMENT WITH R. C. WIESENMAYER dba RCW RENTALS FOR LEASE OF OFFICE SPACE FOR THE AUGLAIZE COUNTY PUBLIC DEFENDER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of April, 2010.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the offices of the Auglaize County Public Defender are being relocated with office space being found in the Brown Theatre Building at 15 Willipie Street, Wapakoneta, Ohio; and,

WHEREAS, a lease agreement for the term of May 1, 2010 and continuing until April 30, 2012, has been drafted by R. C. Wiesenmayer, owner of the Brown Theatre Building, to accommodate the housing of said Public Defender office; terms of said lease are agreeable with the County Public Defender and the Board of County Commissioners; and,

WHEREAS, all rental costs will be the responsibility of the office of the County Public Defender.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the lease agreement, as presented by R. C. Wiesenmayer (dba RCW Rentals); and,

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

BE IT FURTHER RESOLVED, that the Auglaize County Public Defender is responsible for monthly rental payments, water, sewage, refuse removal, heat, air conditioning and electricity relating to this office space; and,

BE IT STILL FURTHER RESOLVED, that a copy of said lease 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
22nd day of
April, 2010

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: Public Defender
R. C. Wiesenmayer

LEASE AGREEMENT

This LEASE AGREEMENT is made and entered into as of the 22nd day of April 2010, by and between **R. C. WIESENMAYER dba RCW RENTALS**, P.O. Box 299, Wapakoneta, Ohio 45895, hereinafter referred to as "LESSOR"; and the **BOARD OF COUNTY COMMISSIONERS, AUGLAIZE COUNTY, OHIO**, 209 S. Black hoof Street, Room 201, Wapakoneta, Ohio 45895, hereinafter referred to as "LESSEE", WITNESSETH:

ARTICLE I - DESCRIPTION OF PREMISES

LESSOR leases to LESSEE Suite 220 on the second floor of the Brown Theatre Building, addressed as 15 Willipie Street, Wapakoneta, Ohio 45895, consisting of various adjoining rooms and containing approximately 1,600 square feet of space, the abbreviated legal description of which is set forth as follows:, to-wit:

Situate in the City of Wapakoneta, County of Auglaize, and State of Ohio, to-wit:
The south part of Lots number 34, 35 and 36.

ADDITIONAL STORAGE SPACE: LESSOR agrees to furnish LESSEE additional storage space in the basement of the theatre building located adjacent to the elevator for long-term file storage. LESSEE has inspected said area and believes that the same is suitable for its long-term storage of old files. LESSOR agrees that there shall be no additional charge for said space and agrees to provide LESSEE with reasonable access thereto, since the basement is also used by LESSOR for multiple purposes.

ARTICLE II - TERM

The term of this LEASE shall be for a period of two (2) years, commencing May 1, 2010 and continuing until April 30, 2012, subject to the terms and conditions hereinafter set forth. After April 30, 2012, this Lease shall be month-to-month until either party gives the other written notice of the termination date.

ARTICLE III - RENTAL

LESSEE shall pay the sum of \$18,900 as the rental for said term and the same shall be payable in monthly installments of \$787.50 per month with the first payment being due and payable on the first day of May, 2010, and then on the same day of each succeeding month thereafter through the entire term of this LEASE. All required rental payments shall be made to LESSOR at his address of 15 Willipie Street, Suite 300, P.O. Box 299, Wapakoneta, Ohio 45895, or such other address as furnished by LESSOR to LESSEE in writing.

ARTICLE IV - SECURITY DEPOSIT

LESSEE shall not be required to deposit with LESSOR a security deposit for the performance of all terms and conditions of this LEASE.

ARTICLE V - UTILITIES

LESSOR shall be responsible for the payment of water, sewage, refuse removal (less cost of refuse bags), heat, air conditioning and electricity for said leased premises. The monthly rental does include a \$37.50 monthly supplemental gas surcharge. LESSEE acknowledges that LESSOR has installed the necessary water supply, air conditioning, heating, lighting, plumbing and electrical service to

adequately satisfy needs of LESSEE. LESSEE shall be responsible for janitorial services, telephone/internet service and any other utilities not otherwise specified.

ARTICLE VI - TAXES AND ASSESSMENTS

LESSOR shall be responsible for the payment of all taxes and assessments levied against said leased premises. In the event LESSOR should neglect to pay said taxes and assessments, then the LESSEE may pay the same to protect its occupancy of said premises; and the same shall be credited directly to any rent payable under the terms of this LEASE.

ARTICLE VII - USE OF PREMISES

Said premises shall be used as office facilities for the Auglaize County Public Defender, its staff, and its clients having business therewith. All other matters incidental and related to said use shall be permitted. .

ARTICLE VIII - MAINTENANCE AND UPKEEP

The LESSEE shall commit no act of waste and shall take good care of the premises and the fixtures and appurtenances therein and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state and municipal governments or any of their departments. LESSOR shall make all necessary repairs to the exterior and structural components of the leased premises at LESSOR'S cost. Any repair or maintenance caused by misuse or neglect by LESSEE or LESSEE'S agents, servants, visitors or licensees, shall be at the cost or expense of LESSEE.

LESSOR shall maintain and keep in repair the elevator, air conditioning, heating and electrical systems. LESSOR shall be responsible for the repair and maintenance of the main water system throughout the building, but LESSEE shall be responsible for individual spigot repair on the interior of the premises leased. LESSEE shall be responsible for individual lighting and additional outlets for the interior of the leased premises. LESSEE understands and agrees that the electrical use will be reasonable, and LESSEE will not overload the wiring installations presently existing in the premises. It is mutually understood and agreed that LESSOR shall cause all systems to be operational for LESSEE'S initial use.

LESSEE agrees that upon surrender of the premises at the end of the term of this LEASE, said premises shall be in as good a condition as they were at the beginning of the term, reasonable wear and damage by fire, the elements, or the casualty or other cause not due to the misuse or neglect by LESSEE or LESSEE'S agents, servants, visitors or licensees, excepted. Any wiring installed by LESSEE shall be removed by LESSEE if on outside of wall. Any wiring inside the wall may remain at the option of LESSEE.

LESSOR shall furnish janitorial services for all common areas outside the premises leased to LESSEE, which includes the restrooms, hallways and stairways.

ARTICLE IX - OCCUPANCY

LESSOR covenants that he has good marketable title to said premises and has the right to make this LEASE for the term aforesaid. LESSEE shall have the peaceable and quiet possession of said leased premises, subject only to full compliance by LESSEE of all terms and conditions as set forth and agreed to in this LEASE. During LESSEE'S occupancy of said premises, there shall be no redecorating, alterations or other changes to the leased premises, unless the same is approved by LESSOR and LESSEE in writing. Any approved changes, alterations, or additions made to the leased premises shall remain a part of the premises regardless whether paid for by LESSOR or LESSEE. At the expiration of the term,

LESSEE shall remove its goods, effects and personal property and peaceably yield to the LESSOR the leased premises in as good order and condition as the same was on the commencement of this LEASE, subject to ordinary wear and tear, repairs required to be made by the LESSOR, damage by fire, the elements and casualty, and the LESSOR'S negligence. LESSEE must repair all damage or injury to the premises caused by LESSEE'S installation or removal of furniture, fixtures or other property or resulting from the negligence of the LESSEE, its servants, employees, agents or visitors.

ARTICLE X - LESSOR'S ENTRY FOR INSPECTION AND MAINTENANCE

LESSOR reserves the right to enter the premises at reasonable times and upon reasonable notice in order to inspect said premises and for the purpose of making any repairs herein required.

ARTICLE XI - INSURANCE

The parties hereto agree that they shall furnish each other with evidence of insurance to cover the liability for property damage and personal injury and that the limits on said policies of insurance shall be at least Three Hundred Thousand and 00/100 Dollars (\$300,000.00) for injury or death to persons and at least One Hundred Thousand and 00/100 Dollars (\$100,000.00) for injury or damage to property.

ARTICLE XII - SIGNS AND ADVERTISING

The LESSEE may place its business name, sign or logo on the door to the leased premises, providing the style and design thereof is first approved by LESSOR. Any name, sign or logo on the exterior of the building must first be approved by LESSOR and must conform to the plan and general design of LESSOR. No other signs may be maintained in or on the premises without the prior written consent of the LESSOR. Upon the termination of this LEASE, the LESSEE shall remove said signs and logo and repair the premises to the condition the same were prior to the installation of the sign or logo.

ARTICLE XIII - DAMAGES TO BUILDING

In the event the leased premises or any part thereof are damaged or destroyed by fire or other casualty, not the fault of LESSEE, so as to render the premises or any part thereof untenable and such damage cannot be repaired and the premises restored to a condition suitable for LESSEE'S occupation by the LESSOR within a forty-five (45) day period, then this LEASE may be terminated at the option of either the LESSOR or the LESSEE and the rent apportioned to the date of such occurrence. However, if the LESSOR can and does repair or replace the damaged leased premises within the forty-five (45) day period, this LEASE shall not be terminated but, instead, shall continue; and the rent shall abate for any untenable portions until such repairs shall be completed and placed in a tenable condition.

ARTICLE XIV - CONDEMNATION

If the premises, or any part thereof, or any estate therein, or any other part of the building materially affecting LESSEE'S use of the premises be taken by right of eminent domain or condemnation or in the event the same is sold under an act of condemnation by any public authority or other party having the right of condemnation, this LEASE shall terminate as of the date when title vests pursuant to such taking; and the rent shall prorate as to said date. LESSEE shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but the LESSEE may file a claim for any taking of fixtures and improvements owned by the LESSEE and for moving expenses.

ARTICLE XV - DEFAULT

LESSEE and LESSOR shall have such rights and remedies to enforce the terms of this Lease as are available pursuant to the applicable Ohio law.

ARTICLE XVI - WRITTEN NOTICE INFORMATION

All notices required hereunder shall be directed as follows:

To LESSOR: RCW Rentals
15 Willipie Street, Suite 300
P.O. Box 299
Wapakoneta, Ohio 45895

To LESSEE: Board of County Commissioners
209 S. Blackhoof Street, Room 201
Wapakoneta, Ohio 45895

ARTICLE XVII - MISCELLANEOUS MATTERS

It is mutually understood and agreed that this LEASE shall supersede any other terms and conditions which have been discussed between the parties, whether the same are in writing or oral. This LEASE contains the entire agreement of the parties and may not be modified except by an instrument in writing. Further, the covenants and conditions set forth in this LEASE shall bind the respective representatives, successors, heirs and assigns of the parties.

The parties hereto have set their hands the day and year first above written.

RCW RENTALS - LESSOR

**BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO - LESSEE**

X _____
By: R. C. Wiesenmayer

X Don Regula
By: Don Regula

X John N. Bergman
By: John N. Bergman

X Douglas A. Spencer
By: Douglas A. Spencer

STATE OF OHIO
COUNTY OF AUGLAIZE) ss:

Before me, a Notary Public in and for said County, personally appeared **R. C. WIESENMAYER**, who acknowledged that the signing of the foregoing instrument was his voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of April, 2010.

X _____
Notary Public

STATE OF OHIO
COUNTY OF AUGLAIZE) ss:

Before me, a Notary Public in and for said County, personally appeared John N. Bergman, Don Regula and Douglas A. Spencer, the **BOARD OF COUNTY COMMISSIONERS, AUGLAIZE COUNTY OHIO**, the LESSEE, who acknowledged that the signing of the foregoing instrument was their voluntary act and deed individually, and in their representative capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 22 day of April, 2010.

X 
Notary Public

JOSEPH R. LENHART
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 8-19-10

This Instrument Prepared By:
R. C. Wiesenmayer, Reg. #0007207
15 Willipie Street, Suite 300, P.O. Box 299
Wapakoneta, Ohio 45895 (419) 738-8165

IN THE MATTER OF RECEIVING BIDS FOR THE PURCHASE OF BULK ROCK SALT TO BE USED ON THE COUNTY ROADWAYS; BID AWARD WITHHELD UNTIL ENGINEER SUBMITS A RECOMMENDATION.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 22nd day of April, 2010.

Commissioner Spencer moved the adoption of the following

RESOLUTION

WHEREAS, this being the date set in Resolution #10-120, dated March 30, 2010, the Board of County Commissioners received and opened the following bids for the purchase of treated bulk rock salt to be used by the Highway Department:

From: Detroit Salt Company LC	Bid: \$68.55
North American Salt Company	Bid: \$70.59
Morton Int'l, Inc. – Morton Salt Division	Bid: \$72.66
Cargill Inc.-Deicing Technology Business Unit	Bid: \$75.45
"No bid" responses were received from:	
Central Salt, L.L.C.	
American Rock Salt Co., LLC	

WHEREAS, the bids, as presented, were given to the County Engineer for review and comparison; and,

WHEREAS, the Board requested a letter of recommendation as to bid award be submitted by the County Engineer before award is determined.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby document receipt of bids for bulk rock salt for the County Highway Department; withholding bid award until such time that the County Engineer submits a Letter of Recommendation.

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

Adopted this
22nd day of
April, 2009

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 Engineer - Doug Reinhart

IN THE MATTER OF DOCUMENTING RECEIPT OF BIDS FOR THE REPLACEMENT OF SANITARY SEWER WITH MANHOLES AND LATERALS IN A PORTION OF THE VILLA NOVA SEWER SYSTEM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of April, 2010.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, in Resolution #10-096, dated March 16, 2010, the Board of County Commissioners set the date of April 20, 2010 to receive and open bids for the replacement of sanitary sewer with manholes and laterals in a portion of the Villa Nova Sewer System; and,

WHEREAS, the following bids for above mentioned project were received and opened:

From:

Hume Supply	\$97,017.79
Shinn Brothers	\$ 106,017.00
Tom's Construction	\$ 106,954.30
BCI - Beaverdam	\$ 113,080.00
Schaub Excavating	\$ 121,212.85
All Purpose Contracting	\$ 127,910.00
Strum Construction	\$ 193,080.00

WHEREAS, bids, as received, were given to Matt Quinter, Co. Design Engineer and Fred Wierwille of the Co. Sanitary Engineer's staff to review and make comparisons; and,

WHEREAS, a bid award recommendation has been requested from the County Engineer.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby document receipt of said bids for the replacement of sanitary sewer with manholes and laterals in a portion of the Village Nova Sewer System.

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

Adopted this
22nd day of
April, 2010

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 Engineer

**IN THE MATTER OF AWARDING THE BID TO COUNTRY TRUCK SALES, INC. FOR THE PURCHASE
A USED BOX TRUCK FOR USE AT THE COUNTY RECYCLE CENTER**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of April, 2010.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on April 15, 2010 the Board of County Commissioners received and opened one bid for the purchase of a used box truck for the Auglaize County Recycle Center; bid were given to David Reichelderfer, Solid Waste District Coordinator, for review and comparison; and,

WHEREAS, said bid was submitted by Country Truck Sales, Inc., the bid being \$39,802.00; and,

WHEREAS, an option was offered of a two year warranty from Premium 2000+ at an additional cost of \$2,742.00; and,

WHEREAS, after review of bid, a verbal recommendation was submitted to the Board by Mr. Reichelderfer to make the award for purchase of said truck to Country Truck Sales, Inc. at the cost \$39,802.00, along with the option at \$2,742.00;

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby award the bid at the total cost of \$42,544.00 for the purchase of a used box truck for the Solid Waste Recycle Center to Country Truck Sales, Inc. as recommended by David Reichelderfer, Solid Waste District Coordinator; and,

BE IT FURTHER RESOLVED that partial funding for said truck purchase will be made from the 2009 Recycle Ohio Grant from the Ohio Department of Natural Resources.

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

Adopted this
22nd day of
April, 2010

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: David Reichelderfer, Solid Waste/Recycle
Coordinator

IN THE MATTER OF DOCUMENTING THE RECEIPT OF BIDS FOR BITUMINOUS MATERIALS TO BE USED BY THE HIGHWAY DEPARTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 22nd day of April, 2010.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, this being the date set in Resolution #10-121, dated March 30, 2010, the Board of County Commissioners received bids from the following companies for bituminous materials to be used by the County Highway Department during the summer season:

- From: Asphalt Materials, Inc., 940 N. Wynn Rd., Oregon, OH 43616
- Asphalt Technologies LTD, 219 1/2 W. High St., P.O. Box 121, Edison, Ohio 43320
- Marathon Petroleum Company LLC, 11001 Bower Rd., North Bend, Ohio 45052
- Terry Asphalt Materials, Inc., 8600 Berk Blvd., Hamilton, Ohio 45015
- Shelly Materials, Inc., 1700 Fostoria Ave, Ste. 200, P.O. Box 3100, Findlay, OH 45840

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby document the receipt of the above bids; and,

BE IT FURTHER RESOLVED that as the purpose of receiving above mentioned bids is to establish prices for the purchasing of bituminous materials by the County Engineer throughout the 2010 season; said bids were given to the Engineer; to be used at his own discretion throughout the season in the best interest of the county.

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

Adopted this
22nd day of
April, 2010

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: ✓ Auglaize County Engineer -
Doug Reinhart