

IN THE MATTER OF APPOINTING KEVIN SCHNELL, ASST. AUGLAIZE COUNTY ENGINEER, TO SERVE AS THE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVE TO THE PUBLIC WORKS ISSUE II INTEGRATING COMMITTEE; APPOINTING MATTHEW QUINTER TO SERVE AS ALTERNATE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of April, 2009.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the appointment of Kevin Schnell, Asst. Auglaize County Engineer, as the representative for the Board of County Commissioners to the 13th District Public Works Integrating Committee will expire April 30, 2009; and,

WHEREAS, said Integrating Committee will be reorganizing, which necessitates an appointment of a representative of Auglaize County; and,

WHEREAS, Assistant County Engineer Kevin Schnell, has consented to serve a three (3) year term, commencing May 1, 2009 and ending April 30, 2012, on said committee to ensure that Auglaize County will receive Issue II funding for its infrastructure; and,

WHEREAS, the Board of County Commissioners wishes to further appoint an alternate for Engineer Schnell, Matthew Quinter of the County Engineer's staff has consented to serve as the alternate.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners does hereby appoint Kevin Schnell, Assistant Auglaize County Engineer, to serve as the representative of the Board of County Commissioners to the 13th District Public Works Issue II Integrating Committee for a three year term as mentioned above; and,

BE IT FURTHER RESOLVED that Matthew Quinter is hereby appointed to serve as alternate on the 13th District Public Works Issue II Integrating Committee

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

Adopted this
28th day of
April, 2009

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 Engineer Doug Reinhart
- ✓ Asst. Co. Engineer Kevin Schnell
- ✓ Matthew Quinter
- ✓ Scott C. Coleman, Chairperson, Dist. 13 OPWC

County Commissioners Office
Auglaize County, Ohio
April 28, 2009

NO. 09-159

IN THE MATTER OF APPROVING A COMMERCIAL LEASE AT THE NEIL ARMSTRONG AIRPORT FOR HANGER SPACE FOR NBO ENTERPRISES; RATIFYING THE EXECUTION OF THE LEASE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of April, 2009.

Commissioner Bergman moved the adoption of the following:
RESOLUTION

WHEREAS, at the Auglaize County owned Neil Armstrong Airport, there are various hangers which are rented to numerous companies and individuals by the Auglaize County Airport Authority, designated as Agent for Auglaize County, for non-commercial and commercial storage of aircraft and auxiliary incidental uses associated therewith; and,

WHEREAS, on December 22, 2008, Resolution #08-521, the Board of County Commissioners entered into two private T-hangar leases with Martin Bevil; and,

WHEREAS, at this time, Mr. Bevil will be using the hangar space for commercial purposes instead of private; and,

WHEREAS, a new commercial lease between the Board of County Commissioners and Martin Bevil of NBO Enterprises has been presented to the Board; and,

WHEREAS, the lease is for Hangar spaces C1 and C2 for the term of March 1, 2009 through December 31, 2009 at the annual rent sum of \$3,654.00 and payable in equal monthly installments of \$406.00

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorizes the Commercial lease of Martin Bevil of NBO Enterprises, at the terms mentioned above, to supersede the Private T hangar lease signed by the Board of County Commissioners on December 22, 2008; and,

BE IT FURTHER RESOLVED that said Board ratifies the execution of said lease agreement.

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

Adopted this
28th day of
April, 2009

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: ✓ Sean Stroh - Airport Manager
✓ Todd Kitzmiller - Airport Authority

Auglaize County Neil Armstrong Airport
Hangar Lease Agreement

NBO Enterprises

Section I. Parties

This Agreement is entered into this 1st day of March, 2009 by and between the Auglaize County Neil Armstrong Airport Authority 07776 St. Rt. 219 New Knoxville Ohio 45871, Village of New Knoxville, State of Ohio, through the Auglaize County Board of County Commissioners, 209 S. Blackhoof St., Room 201 Wapakoneta, OH 45895, City of Wapakoneta, State of Ohio, as Lessor, and Martin Bevil of NBO Enterprises, 4 Kamman Circle, New Bremen, OH 45869, Village of New Bremen, State of Ohio, as Lessee.

Section II. Description of Lease Premises

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor Hangars identified as C1 and C2 located at the Auglaize County Neil Armstrong Airport, New Knoxville, Auglaize County, Ohio. Said leased premise shall include the office area located in said hangar.

Section III. Terms

The above described premises is leased for a term of 9 months beginning March 1, 2009 and to end on December 31, 2009 or on earlier time and date as the lease may terminate as provided below. On December 31, 2009 the Lessor and the Lessee may renew this contract.

Section IV. Rent

The Total annual rent is the sum of \$3,654.00 which is payable in equal monthly installments of \$406.00, on the first day of the month during the term of this lease agreement.

Section V. Use and Occupancy

Lessee agrees to use and occupy the premises as an aircraft rental and flight instruction business and for no other purpose. Lessee may request in writing for additional business activities to be permitted under this lease, the request for additional business activities will be reviewed by the Lessor and must be approved in writing before commencement of said activity. Lessor represents that the premises may lawfully be used for the stated purpose.

Section VI. Place of Payment of Rent

Lessee shall pay the stated rent to Lessor at the Lessor's above stated address, or at any other place as Lessor may designate in writing, without demand and without counterclaim, deduction, or set-off.

Section VII. Care and Repair of Premises

Lessee shall not commit any act of waste and shall take good care of the premises and the fixtures and appurtenances on it, and shall, in the use and occupancy of the premises, conform to all laws, orders, and regulations of the federal, state, and local governments or any of their departments. Lessor shall make all necessary repairs to the premises, except where the repair has been necessary by the misuse or neglect by lessee or the lessee's agents, servants, visitors, or licensees. All improvements made to the premises which are attached to the premises so that they cannot be removed without material injury to the premises, shall become property of the Lessor upon installation. Not later than the last day of the term, Lessee shall, at Lessee's expense, remove all of the Lessee's personal property and those improvements made by the Lessee which are not the property of the Lessor, including trade fixtures, cabinet work, movable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of the property or improvements; and surrender the premises in as good condition as they were at the beginning of the term, reasonable wear and damage, not do to the misuse or neglect by the Lessee's agents, servants, visitors, or licensees excepted. All property of the Lessee remaining on the premises after the last day of the term of this lease shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse for the cost of removal. Lessor may have any property left on the premises stored at Lessee's risk and expense.

Section VIII. Alteration, Additions, or Improvements

Lessee shall not, without first obtaining written consent of the Lessor, make any alterations, additions, or improvements in, to or about the premises.

Section IX. Accumulation of Waste or Refuse Matter

Lessee shall not permit the accumulation of waste or refuse matter on the lease premises or anywhere in or near the building.

Section X. Assignment or Sublease

Lessee shall not, without first obtaining written consent of the Lessor, assign, mortgage, pledge, or encumber this lease, in whole or in part, or sublet the premises or any part of the premises.

Section XI. Utilities

Lessor agrees to furnish adequate electricity for the operation of the hangar Bi-fold doors. Electricity for the operation of the office and hangar spaces, except said Bi-fold doors, shall be responsibility of the Lessee. Any other utilities and/or services not provided by Lessor shall be responsibility of the Lessee. Lessee will be billed by the airport for recuperation of electricity consumed by the Lessee.

Section XII. Insurance

Lessee shall maintain a policy of general causality and liability insurance on said premises in the amount of One Million Dollars and said Lessee shall supply certificate of said coverage to Lessor upon request.

Section XIII. Lessor's Remedies on Default

If Lessee defaults on the payment of rent or defaults on the performance of any of the other covenants or conditions of this Agreement, Lessor may give Lessee notice of the default. If the Lessee does not cure any rent default within 3 days or other default within 30 days, after notice is given, the Lessor may terminate this Lease on not less than 3 days notice to Lessee. On the date specified in the notice, the term of this lease shall terminate and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable for any unpaid rent. If this lease is terminated by Lessor, Lessor may at any time after termination resume possession of the premises by any lawful means and remove Lessee or other occupants and its or their effects.

Section XIV. Notices

Any notice by either party to the other shall be in writing and shall be deemed proper only if delivered personally or sent by registered or certified mail in an addressed post-paid envelope to the address above, or to another address as Lessee or Lessor, respectively may designate in writing. Notice shall be deemed properly given if delivered personally, upon delivery, and if mailed, upon the third day after mailing.

Section XV. Lessor's Right to Inspection, Repair, and Maintenance

Lessor may enter the premises at any reasonable time, upon adequate notice to the Lessee (except that no notice need be given in case of emergency) for the purpose of inspection or to make repairs, replacements, or additions in, to, on, and about the premises or the building, as Lessor deems necessary or desirable.

Section XVI. Lessor's Right to Show Premises

Lessor may show the premises to prospective tenants during business hours upon reasonable notice to Lessee.

Section XVII. Effective other Representations

No representations or promises shall be binding on the parties with in this Agreement except those representations and promises contained in this agreement or in some future writing signed by the party making the representations or promises.

Section XVIII. Peaceful Enjoyment

Lessor covenants that if, and for as long as Lessee pays the rent, as provided in this agreement, and performs the contents of this Lease, Lessee shall peaceably and quietly have, hold, and enjoy the premises for the term mentioned, subject to the provisions of this Lease

Section XIX. Binding Effect on Successors and Assigns

The Provisions of this Lease shall apply to, bind, and insure to the benefit of Lessor and Lessee, and their respective heirs, successors, legal representatives and assigns.

Section XX. Early Termination

The Lessee or the Lessor has the right to terminate this contract with 30 days advanced notice to the other party.

Signed on this 28th day of April, 2009

Board of Commissioners
Auglaize County, Ohio

Connie Cordunni
Witness

Doug Spencer
Doug Spencer

Witness

Don Regula
Don Regula

John Bergman
John Bergman

Signed on this 1st day of APRIL, 2009

[Signature]
Witness

Martin D. Bevil
Martin D. Bevil
NBO Enterprises

Witness

IN THE MATTER OF APPROVING 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 28th day of April, 2009.

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 No.</u>	<u>Amount</u>	<u>Vendor</u>
326664	836.65	Powell
326665	932.88	Brown's Supply
326670	414.00	Rob C. Wiesenmayer
326689	2890.45	Diller Medical
326701	647.11	Dickerson
326713	398.00	Daniel Myers
326729	120.00	Robert W. Kehoe
326732	260.00	Auglaize Co. Agri Soc
326734	1000.00	Auglaize Family Practice
326743	193.20	Court of Common Pleas
326750	273.79	Nickles
326752	586.24	Direct Supply
326756	173.72	Living Design
326759	229.95	Ohio Public Defender Commission
326765	7978.91	Gordon Foods
326768	9016.88	Beeber
326791	776.15	Prairie Farms

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

Adopted this
28th day of
April, 2009

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 SETTING A PARCEL FEE FOR THE AUGLAIZE COUNTY SOLID WASTE MANAGEMENT DISTRICT PURSUANT TO OHIO REVISED CODE SECTION 343.08 (A); CERTIFYING SAME TO COUNTY AUDITOR FOR PLACEMENT ON TAX DUPLICATES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of April, 2009.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners, being the Board of Directors of the Auglaize County Solid Waste Management District, have the authority pursuant to Ohio Revised Code (ORC) 343.08 (A) to fix reasonable rates or charges to be paid by every person, municipal corporation, township, or other political subdivision that owns premises to which solid waste collection, storage, transfer, disposal, recycling, processing, or resource recovery service is provided by the district and may change the rates or charges whenever it considers advisable; and,

WHEREAS, the Board has fulfilled the requirements outlined in the ORC 343.08 (C) to conduct three (3) Public Hearings for the implementation of said parcel fee, by actually, conducting six (6) such Public Hearings, held in various areas of Auglaize County at various times of day and evening; and,

WHEREAS, through comments received from constituents at the Public Hearings, and through much deliberation, the Board has determined that a parcel fee is the most effective means of generating funding for the County Solid Waste Management District.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio as the Board of Directors for the Auglaize County Solid Waste Management District, does hereby, pursuant to ORC 343.08(A), fix a \$20.00 annual fee on all residential and agricultural dwellings, commercial, industrial, and exempt buildings, within Auglaize County, excluding cemeteries, parking lots and grain condo storage; and,

BE IT FURTHER RESOLVED that charges for collection, storage, transfer, disposal, recycling, processing, or resource recovery service shall be made only against lots or parcels that are improved, or in the process of being improved, with at least one permanent, portable, or temporary building; and,

BE IT FURTHER RESOLVED that said Board of Auglaize County Commissioners does certify this parcel fee directive to the County Auditor for placement on the tax duplicates for the second half collection which is due July 15, 2009.

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

Adopted this
28th day of
April, 2009

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spence . yes
Douglas A. Spence
Don Regula . yes
Don Regula
John N. Bergman . yes
John N. Bergman

- cc: ✓ Kimberly Baker, Attorney
- ✓ David Reichelderfer, Solid Waste/Recycle Coordinator
- ✓ County Auditor – Janet Schuler

IN THE MATTER OF RATIFYING THE EMPLOYMENT OF LAURIE JEANNERET AS AN INTERIM ELIGIBILITY/REFERRAL SPECIALIST 2 AT THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 28th of April, 2009.

Commissioner Bergman moved the adoption of the following

RESOLUTION

WHEREAS, Michael S. Morrow, Director of the Auglaize County Department of Job & Family Services, informed the Board that the position of an interim Eligibility/Referral Specialist 2 of the department was posted, with a candidate, Laurie Jeanneret being selected to fill the position; and,

WHEREAS, Director Morrow recommended that Ms. Jeanneret be hired to the position of interim Eligibility/Referral Specialist 2 for the Auglaize County Department of Job and Family Services , effective April 30, 2009 at the pay rate per hour of \$13.08.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby ratify the employment of Laurie Jeanneret to the position so mentioned above in the Auglaize County Department of Job & Family Services; employment in accordance with the specifications as mentioned above.

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

Adopted this
28th day of
April, 2009

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: Auglaize County Department
of Job & Family Services