

IN THE MATTER OF APPROVING AND AUTHORIZING THE AMENDED AND RESTATED LEASE AGREEMENT WITH AUGLAIZE COUNTY JOB AND FAMILY SERVICES AS THE OPERATOR OF THE OMJ CENTER IN AUGLAIZE COUNTY AND THE AUGLAIZE COUNTY BOARD OF COUNTY COMMISSIONERS; AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE SAID AMENDMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of August, 2016.

Commissioner Spencer the adoption of the following:

RESOLUTION

WHEREAS, on February 25, 2016, Resolution #16-086, the Board of County Commissioners did execute a lease agreement with the Workforce Investment and Opportunity Act (WIOA) Ohio Area 8 for the purpose of leasing certain portions of Auglaize Acres located at 13093 Infirmary Road, Wapakoneta, Ohio for the Auglaize County Ohio Means Jobs Center (the "OMJ Center"); and,

WHEREAS, there have been changes regarding the operation and needs of the OMJ Center, including (a) the space needs required for the OMJ Center and (b) the operator of the OMJ Center. The OMJ Center is now being operated by the Auglaize County Department of Job and Family Services; and

WHEREAS, the space needs have altered to include the following area at Auglaize Acres: that certain office space located on the second floor of the Auglaize Acres Nursing Home including (i) the exclusive use of Room 252 with an approximate dimension of 14'2" x 12'10", (ii) the exclusive use of Room 253 with an approximate dimension of 14'6" x 16'1", (iii) the exclusive use of Room 254 with an approximate dimension of 14'2" x 12'10", (iv) the exclusive use of Room 255 with an approximate dimension of 14' x 11', (v) a men's restroom, (vi) a women's restroom, and (vii) the non-exclusive use of common area in the amount of 357.76 square feet, (items (i) thru (v) collectively measure approximately 1,110 square feet and are collectively described as the "***Leased Premises***"; and,

WHEREAS, as part of the Amended and Restated Lease Agreement, the monthly payment for the Leased Premises will be \$667.82 per month.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve and authorize the Amended and Restated Lease Agreement with Auglaize County Department of Job and Family Services as the operator of the OMJ Center for the described portions of Auglaize Acres located at 13093 Infirmary Road, Wapakoneta, Ohio; and,

BE IT FURTHER RESOLVED that the Board does authorize the President of the Board, to execute said Amended and Restated Lease Agreement as presented to the Board of County Commissioners; and,

BE IT FURTHER RESOLVED that said Amended and Restated Lease Agreement be hereto attached and thus be made 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
4th day of
August, 2016

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Don Regula
Don Regula

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

cc: Auglaize County Job and Family Services
/Auglaize Acres – Kim Sudhoff

AMENDED AND RESTATED LEASE AGREEMENT

This Amended and Restated Lease Agreement (this “*Lease*”) is hereby entered into effective as of August 1, 2016 (the “*Effective Date*”) by and between Auglaize County, by and through the Auglaize County Board of County Commissioners, (“*County*”) and Auglaize County Job and Family Services as the One Stop Operator for Auglaize County (“*Tenant*”). This Lease hereby replaces that certain Lease Agreement entered into by and between the County and WIOA Ohio Area 8 with an effective date of February 1, 2016.

WHEREAS, County is the owner of land and improvements located at 13093 Infirmary Road, Wapakoneta, Ohio 45895, more commonly known as Auglaize Acres (“*Acres*”); and

WHEREAS, Tenant is the operator of the One Stop center for Auglaize County; and

WHEREAS, County desires to lease a certain portion of Acres in exchange for payment that is based upon the expense of actual use and maintenance of the premises as determined by square footage and Tenant desires to occupy a certain portion of the Acres, more specifically identified as follows:

That certain office space located on the second floor of the Auglaize Acres Nursing Home including (i) the exclusive use of Room 252 with an approximate dimension of 14’2”x 12’10”, (ii) the exclusive use of Room 253 with an approximate dimension of 14’6” x 16’1”, (iii) the exclusive use of Room 254 with an approximate dimension of 14’2” x 12’ 10”, (iv) the exclusive use of Room 255 with an approximate dimension of 14’ x 11’, (v) a men’s restroom, (vi) a women’s restroom, and (vii) the non-exclusive use of common area in the amount of 357.76 square feet, (items (i) thru (v) collectively measure approximately 1,110 square feet and are collectively described as the “*Leased Premises*”).

NOW THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed as follows:

1. Term.

a. County hereby agrees to lease the Leased Premises to TENANT, and TENANT hereby agrees to lease the Leased Premises from County, for a term beginning on the Effective Date and continuing until the date that is six months following the Effective Date (the “*Initial Term*”).

b. Following the Initial Term, TENANT may renew the Lease Agreement on a month to month basis. TENANT shall exercise such renewal option, if at all, by giving written notice to County not less than thirty (30) days prior to the expiration of the Initial Term. The

renewal term payment and provisions shall be set forth at the time of renewal, as agreed to at such time by the County and TENANT or otherwise upon the same terms, covenants, conditions and provisions as provided in this Lease Agreement.

2. Payments.

a. TENANT shall pay to County during the Initial Term payments in the amount of six hundred sixty-seven dollars and eighty-two cents (\$667.82) per month. Each payment is due by the tenth (10th) day of each calendar month. Payments are to be made to “Auglaize Acres” located at 13093 Infirmary Road, Wapakoneta, Ohio 45895 or at such other place designated by written notice from County to TENANT. The payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. At the discretion of County, TENANT may be required to pay to County a security deposit in the amount of one month’s payment.

3. Use.

a. TENANT shall use the Leased Premises for conducting its business and serving its clients’ needs from 7:00 am to 7:00 pm Monday through Friday (“*Office Hours*”). TENANT shall not maintain hours or conduct business outside of the Office Hours with the exception of board meetings which may occur outside of the Office Hours.

b. Notwithstanding the foregoing, TENANT shall not use the Leased Premises for the purpose of storing, manufacturing or selling any explosive, flammables or other inherently dangerous substance, chemical, item or device.

4. Sublease and Assignment.

TENANT shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without County’s consent, such consent may be withheld at the discretion of the County.

5. Repairs.

During the lease term, County shall make, at County’s expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, HVAC, plumbing and other parts of the Leased Premises damaged or worn through normal occupancy.

6. Alterations and Improvements.

TENANT shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the Leased Premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by TENANT at the commencement of the Lease or placed or installed on the Leased Premises by TENANT thereafter, shall remain TENANT's property free and clear of any claim by County. TENANT shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by TENANT at TENANT's expense.

7. Property Taxes.

County shall pay, or cause to be paid, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the lease term on the Leased Premises, and all personal property taxes with respect to County's personal property, if any, on the Leased Premises. TENANT shall be responsible for paying all personal property taxes with respect to TENANT's personal property at the Leased Premises.

8. Insurance.

a. If the Leased Premises is damaged by fire or other casualty resulting from any act of negligence or TENANT or any of TENANT's agents, employees or invitees, payments due under this Lease Agreement shall not be diminished or abated while such damages are under repair and TENANT shall be responsible for the costs of repair not covered by insurance.

b. County shall maintain fire and extended coverage insurance on the Leased Premises in such amount as County shall deem appropriate. TENANT shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

c. TENANT, at its own expense, shall maintain a policy of comprehensive general liability insurance with respect to the respective activities of the business conducted at the Leased Premises with the premiums thereon fully paid on or before the due date. Such insurance shall afford minimum protection of not less than one million dollars (\$1,000,000.00) combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on TENANT's policy of comprehensive general liability insurance. TENANT shall provide County with current Certificates of Insurance evidencing TENANT's compliance with this paragraph upon County's request.

9. **Utilities/Services.**

- a. County shall pay all charges for water, sewer, gas, electricity and utilities used by TENANT during the term of this Lease.
- b. TENANT shall be responsible for installing and maintaining its own telephone system, internet service and wireless usage and needs.
- c. County shall be responsible for snow and ice removal from the parking areas and sidewalks.
- d. As part of this Lease, County shall provide house-keeping services performed by a part-time housekeeper for the cleaning of the Leased Premises Monday through Friday as scheduled. County shall provide all cleaning supplies and general supplies (hand towels, toilet tissue and soap) used in the restroom included as part of the Leased Premises.

10. **Entry.**

County shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided County shall not thereby unreasonably interfere with TENANT's business on the Leased Premises.

11. **Parking.**

During the term of this Lease, TENANT shall have use of non-exclusive parking spaces located in the rear of the Acres.

12. **Default.**

If TENANT fails to make any payment required under the terms of this Lease, and if such payment shall continue to remain unpaid for fifteen (15) days after written notice of such default of payment is given to TENANT, or if TENANT breaches any other terms of this Lease and such default shall continue for thirty (30) days after notice of such breach in writing is given to TENANT, County may reenter the Leased Premises. County shall have, in addition to the right of reentry, any other rights or remedies available to County on account of any TENANT default, either in law or equity. County shall use reasonable efforts to mitigate its damages.

13. **Quiet Possession.**

County covenants and agrees that upon performance by TENANT of its obligations hereunder, County will keep and maintain TENANT in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

14. **Security Deposit.**

If a security deposit is collected the following provisions shall apply. The security deposit shall be held by County without liability for interest as security for the performance by TENANT of TENANT's covenants and obligations under this Lease, it being expressly understood that the security deposit, if any, shall not be considered an advance payment or a measure of County's damages in case of default by TENANT. Unless otherwise provided by mandatory non-waivable law or regulation, County may commingle the security deposit with County's other funds. County may from time to time, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any arrearages of payments due under this Lease Agreement or to satisfy any other covenant or obligation of TENANT hereunder. Following any such applicable of the security deposit, TENANT shall pay to County on demand the amount so applied in order to restore the security deposit to its original amount. If TENANT is not in default at the termination of this Lease, the balance of the security deposit, if any, remaining after such application shall be returned by County to TENANT. If County transfers its interest in the Acres during the term of this Lease, County may assign the security deposit to the transferee and thereafter shall have no further liability for the return of such security deposit.

15. **Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

<i>If to County</i>	<i>If to TENANT</i>
Auglaize County Commissioners 209 S. Blackhoof Street. Wapakoneta, OH 45895	Auglaize County Job and Family Services 12 North Wood Street Wapakoneta, OH 45895

County and TENANT shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

16. **Successors.**

The provisions of this Lease shall extend to and be binding upon County and TENANT and their respective legal representatives, successors and assigns.

17. Termination.

Either party may terminate this Lease at any time by giving thirty days written notice to the other party.

18. Compliance with Laws.

TENANT shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to TENANT's use of the Leased Premises. County shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

19. Final Agreement.

This Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Lease may be modified only by a further writing that is duly executed by both parties.

20. Governing Law.

This Lease shall be governed, construed and interpreted by, through and under the Laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first set forth above.

Auglaize County Board of County Commissioners:

By: Don Regula

Name: Don Regula

Title: President, Auglaize County Board of Commissioners

Auglaize County Job and Family Services:

By: Michael Morrow

Name: Michael Morrow

Title: Director of Auglaize County Job and Family Services

No 116-291

Commissioner Spicer moved the adoption of the following:

WHEREAS, the Board of County Commissioners did receive a \$400,000.00 grant through the State of Ohio's Comprehensive Housing Improvement Program for the acquisition & rehabilitation of housing units within the County; and

Applicant: Eric Truesdale
 Project Cost: \$11,700.00
 (Home Repair)
 Contractor: Heise General Contracting LLC
 612 E. Benton St., Wapakoneta, Ohio
 (CDBG Funds) B-C-14-1AF-1

Don Regula yes

John N. Bergman yes

Douglas A. Spencer Yes

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