

County Commissioners Office
Auglaize County, Ohio
December 6, 2022

NO. #22-537

**IN THE MATTER OF AUTHORIZING THE COMMERCIAL LEASE AGREEMENT BETWEEN
AUGLAIZE INDUSTRIES, INCORPORATED AND THE AUGLAIZE COUNTY BOARD OF
COMMISSIONERS.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of December, 2022.

Commissioner Speyer moved the adoption of the following:

RESOLUTION

WHEREAS, a commercial lease agreement between the Board of Auglaize County Commissioners (Lessor) and Auglaize Industries, Incorporated (Tenant) and terms of said lease are agreeable for the county owned property located in Village of New Bremen, State of Ohio consisting of: (1) that property with a common address of 330 W. Boesel Avenue consisting of approximately 2.387 acres and identified as Parcel ID C1002204600 and (2) that certain open lot consisting of approximately 1.103 acres and identified as Parcel ID C1002200301, (collectively the “Real Property”), upon the following terms and conditions; and,

WHEREAS, said lease agreement will be for three years, commencing **January 1, 2023** and terminating **December 31, 2025**. The yearly rental agreement amount for the three years of the Lease shall be as follows:

Months	Yearly Rent
January 1, 2023 – December 31, 2023	\$66,028.00
January 1, 2024 – December 31, 2024	\$68,009.00
January 1, 2025 – December 31, 2025	\$70,049.00

- Payments are payable in equal installments in advance on the first day of each month for that month’s rental, during the term of this Lease. All rental payment shall be made to Lessor.
- During the lease term, Tenant shall be responsible for all repairs required, excepting the roof, exterior walls and structural foundation, which shall be maintained by Lessor.
- Tenant shall also maintain in good condition such portions adjacent to the Real Property, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor. Such maintenance shall include snow removal and lawn care.
- Tenant shall be responsible for providing for its own janitorial services within the Real Property.
- If repair or maintenance item is over Ten Thousand Dollars and No Cents (\$10,000.00), at the request of the Tenant, Lessor and Tenant shall meet to discuss the repair or maintenance item and potential cost sharing for the project.
- No alteration shall be made without the prior written consent of Lessor, which consent shall not be unreasonably withheld.
- Tenant shall have the right to install and operate, at its sole cost and expense, any sign or signs on the Real Property which shall not be in violation of any law, statute or ordinance.
- Tenant shall not assign this Lease or sublet a portion of the Real Property without the prior written consent of the Lessor, which shall be in the Lessors sole discretion.
- Tenant shall promptly pay or cause to be paid all charges incurred for all utility services furnished to the Real Property.
- Tenant shall permit Lessor or Lessor’s agents to enter upon the Real Property during normal business hours and upon at least 48 hour notice, for the purpose of inspecting the same.
- Tenant shall a policy of comprehensive public liability insurance having limits of not less than \$500,000 for bodily injury or death to one person, \$500,000 for bodily injuries or death arising out of one occurrence, and \$200,000 for property damage.

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the lease agreement with Auglaize Industries for the Real Property at the terms so stated above; and,

BE IT FUTHER RESOLVED, that the Board of County Commissioners does authorize the President of the Board to execute said lease agreement; and,

BE IT STILL FURTHER RESOLVED that an executed copy of this agreement will 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
6th day of
December, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Speyer, yes
Douglas A. Speyer

cc: Auglaize Industries, Incorporated
Auditor

Commercial Lease Agreement

This Commercial Lease Agreement is entered into as of the ___ day of December, 2022 by and between the Auglaize County Commissioners (“*Lessor*”) and Auglaize Industries, Incorporated (“*Tenant*”). Tenant hereby offers to lease from Lessor the real property located in the Village of New Bremen, State of Ohio consisting of: (1) that property with a common address of 330 W. Boesel Avenue consisting of approximately 2.387 acres and identified as Parcel ID C1002204600 and (2) that certain open lot consisting of approximately 1.103 acres and identified as Parcel ID C1002200301, (collectively the “*Real Property*”), upon the following terms and conditions. The legal description of the Real Property is attached hereto as Exhibit A. (This document shall hereafter be referred to as the “*Lease*”).

Terms and Conditions

1. **Term and Rent.** Lessor leases to Tenant the above Real Property for a term of three years, commencing January 1, 2023, and terminating on December 31, 2025, or sooner as provided herein. The annual rental agreement for the term of the Lease shall be as follows:

Months	Annual Rent
January 1, 2023 – December 31, 2023	\$66,028.00
January 1, 2024 – December 31, 2024	\$68,009.00
January 1, 2025 – December 31, 2025	\$70,049.00

Payments are payable in equal installments in advance on the first day of each month for that month’s rental, during the term of this Lease. All rental payments shall be made to Lessor at the address specified below.

2. **Use.** Tenant’s use of the Real Property shall be in a lawful, careful, safe, and proper manner, and Tenant shall carefully preserve, protect, control and guard the same from damage. Tenant shall not use the parking area or the ingress and egress area of the Real Property in an unreasonable manner so as to interfere with the normal flow of traffic or the use of such areas by occupants of properties adjacent to the Real Property. Tenant shall use and occupy the Real Property for the commercial purpose of providing adult day services for residents of Auglaize County, Ohio who have developmental disabilities. The Real Property shall be used for no other purpose.
3. **Care and Maintenance of Real Property.** Tenant acknowledges that the Real Property is in good order and repair, unless otherwise indicated herein. Tenant shall, at its own expense and at all times subject to Section 3.d., maintain the Real Property in good and safe condition, including windows, electrical wiring, plumbing and heating installations and any other system or equipment upon the Real Property and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. All repair and maintenance work shall be done in accordance with the then existing federal, state, and local laws, regulations and ordinances pertaining thereto.
 - a. Tenant shall be responsible for all repairs required, excepting the roof, exterior walls and structural foundation, which shall be maintained by Lessor.

- b. Tenant shall also maintain in good condition such portions adjacent to the Real Property, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor. Such maintenance shall include snow removal and lawn care.
- c. Tenant shall be responsible for providing for its own janitorial services within the Real Property.
- d. If a repair or maintenance item is over Ten Thousand Dollars and No Cents (\$10,000.00), at the request of the Tenant, Lessor and Tenant shall meet to discuss the repair or maintenance item and potential cost sharing for the project.

4. **[Intentionally Omitted].**

5. **Alterations.** Tenant shall have the right to make, at no expense to Lessor, improvements, alterations, or additions (hereinafter collectively referred to as “**Alteration**”) to the Real Property, whether structural or nonstructural, interior or exterior, provided that:
- a. no Alteration shall be made without the prior written consent of Lessor, which consent shall not be unreasonably withheld;
 - b. no Alteration shall reduce or otherwise impair the value of the Real Property;
 - c. no Alteration shall be commenced until Tenant has first obtained and paid for all required permits and authorizations of all governmental authorities having jurisdiction with respect to such Alteration;
 - d. any Alteration shall be made in a good workmanlike manner and in compliance with all laws, ordinances, regulations, codes, and permits;
 - e. Tenant shall hold Lessor harmless from and against any liens and claims for work, labor, or materials supplied to the Real Property at the direction of Tenant, and in the event that any such liens or claims shall be filed for work, labor or materials supplied to the Real Property at the direction of Tenant, Tenant shall, at Lessor’s option, either escrow an amount equal to the amount of the lien or claim being filed, or obtain a bond for the protection of Lessor in an amount not less than the amount of the lien or claim being filed; and
 - f. any Alteration shall become and remain the property of Lessor unless Lessor otherwise agrees in writing.

6. **Signs.** Tenant shall have the right to install and operate, at its sole cost and expense, any sign or signs on the Real Property which shall not be in violation of any law, statute or ordinance, and Tenant shall have the right to remove the same, provided that Tenant must repair any damage to the Real Property caused by such removal.

7. **Compliance with Laws.** If any law, ordinance, order, rule or regulation is passed or enacted by any governmental agency or department having jurisdiction over the Real Property or Tenant's use of the same which requires Tenant to modify or alter its operations or use of the Real Property, this Lease shall in no way be affected and Tenant shall, at its sole cost and expense, promptly comply with such law, ordinance, order, rule, or regulation.
8. **Assignment and Subletting.** Tenant shall not assign this Lease or sublet any portion of the Real Property without the prior written consent of the Lessor, which shall be in the Lessors sole discretion. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, Lessor may terminate this Lease.
9. **Utilities.** Tenant shall promptly pay or cause to be paid all charges incurred for all utility services furnished to the Real Property, including without limitation, telephone service, sanitary sewer, water, natural gas, and electricity. Tenant shall also provide all replacement light bulbs and tubes and pay for all maintenance of all utilities during the lease term and any extension thereof. Lessor does not warrant that any of the utility services above-mentioned will be free from interruptions caused by war, insurrection, civil commotion, riots, acts of God or the enemy, governmental action, lockouts, picketing (whether legal or illegal), accidents, inability of Lessor to obtain fuel or supplies, or any other cause or causes beyond the reasonable control of Lessor. Any such interruption of service shall not be deemed an eviction or disturbance of Tenant's use and possession of the Real Property, or any part thereof, or render Lessor liable to Tenant for damages, or relieve Tenant from the performance of Tenant's obligations under this Lease. Lessor shall have no responsibility or liability for the failure of any public or private utility to supply sufficient or adequate utility services to the Real Property.
10. **Entry and Inspection.** Tenant shall permit Lessor or Lessor's agents to enter upon the Real Property during normal business hours and upon at least 48 hour notice, for the purpose of inspecting the same.
11. **Indemnification of Lessor and Insurance.** Tenant shall indemnify Lessor for, defend Lessor against, and save Lessor harmless from any liability, loss, cost, injury, damage, or other expense that may occur or be claimed by or with respect to any person or property on or about the Real Property resulting from the use, misuse, occupancy, possession, or unoccupancy of the Real Property by Tenant, its agents, employees, licensees, invitees or guests. Lessor shall not have any liability for any loss, cost, injury or damage to the Real Property, to Tenant or Tenant's employees, agents, licensees, invitees or guests or to any property of such persons. Except as set forth herein, Lessor shall not be responsible or liable for loss or damage to the contents of any improvements on the Real Property, regardless of who owns the contents and regardless of how or by whom the loss or damage is caused.

At its sole cost and expense, Tenant shall obtain and thereafter maintain in full force and effect, at all times during the lease term and any extension thereof, the following insurance with respect to the Real Property:

- a. comprehensive public liability insurance having limits of not less than \$500,000 for bodily injury or death to one person, \$500,000 for bodily injuries or death arising out of one occurrence, and \$200,000 for property damage;
- b. Each insurance policy furnished under this Section shall be issued by a responsible insurance company acceptable to Lessor which company shall be authorized to do business in Ohio, and such insurance coverage may be written under a blanket policy or policies obtained by Tenant, which policy or policies may include other real estate owned or leased by Tenant. Lessor and Tenant shall all be named as insured parties in each such insurance policy, and each policy shall provide for written notice to Lessor at least ten days prior to any cancellation, modification, or lapse thereof. Tenant shall furnish Lessor with memorandum copies of such insurance policies prior to the commencement of the lease term.

The Lessor shall continue to maintain fire and extended coverage insurance at levels currently in place on the Real Property.

12. Destruction of Real Property. If by fire or other casualty the Real Property is destroyed or damaged to the extent that Tenant is deprived of occupancy or use of the Real Property (meaning such destruction cannot be repaired or restored within 120 days of the occurrence of the fire or other casualty Lessor may elect to:

- a. cause the restoration of the Real Property to substantially the same condition as existed before such damage or destruction; or
- b. cancel this Lease as of the date of such fire or casualty by giving written notice to Tenant not more than 30 days thereafter. Should Lessor elect to proceed under (a), above, rent shall abate unless Tenant continues to partially occupy the Real Property in which case Tenant shall pay all rent on a prorated basis, until the Real Property is restored, equal to an amount obtained by multiplying the then existing monthly rent by a percentage equal to the fraction which has as its numerator the amount of square feet in the improvements of the Real Property which is incapable of being used for its intended purpose and as its denominator the total amount of square feet in the improvements on the premises. If such damage does not deprive Tenant of occupancy or use of the Real Property, Lessor shall proceed with due diligence to cause the restoration of the Real Property to substantially the same condition as existed before such damage. In such latter event, rent shall not abate. Tenant shall fully cooperate with Lessor in making available to Lessor for the purpose of so restoring the Real Property all insurance proceeds payable under Section 10 as a result of fire or other casualty damage to the Real Property.

13. **Condemnation.** If all or materially all of the Real Property is taken in appropriation proceedings or by right of eminent domain or by the threat of the same, then this Lease shall terminate as of the date Tenant is deprived of occupancy thereof, and Tenant's obligations under this Lease, except obligations for rent and other charges herein to be paid by Tenant up to the date thereof, shall terminate. For purposes of this Lease, "materially all of the Real Property" shall be considered as having been taken if the portion of the Real Property taken, due either to the area so taken or the location of the portion taken, would leave the remaining portion not so taken insufficient to enable tenant to effectively and economically conduct its business at the Real Property. If less than materially all the Real Property is taken in appropriation proceedings or by right of eminent domain or by the threat thereof, then this Lease shall not terminate as a result of such taking, but Lessor shall promptly repair and restore the Real Property to substantially the same condition as existed immediately before such taking. Until such repair and restoration are completed, rent shall be abated in the proportion of the number of square feet of improvements on the Real Property of which Tenant is deprived bears to the total square feet of such improvements immediately prior to such taking. Thereafter, if the number of square feet of improvements is less than the total of the same prior to such taking, rent shall be reduced in the proportion to which the number of square feet of improvements existing after such repair and restoration is less than the total of the same prior to such taking. All damages awarded for any such taking shall belong to and be the property of Lessor, whether such damages shall be awarded as compensation for diminution in value to the leasehold or to the fee of the Real Property, or otherwise, provided, however, that Tenant shall be entitled to any portion of the award made to Tenant for removal and reinstallation of Tenant's fixtures or for the cost of Tenant's immovable fixtures, if any.

14. **Lessor's Remedies on Default.** If Tenant defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Tenant notice of such default and if Tenant does not cure any such default within twenty (20) days, after the giving of such notice, then Lessor may terminate this Lease and all rights of Tenant shall terminate by such written notice. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Real Property by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any term shall be deemed a waiver. No act of Lessor shall be construed as terminating this Lease except written notice given by Lessor to Tenant advising Tenant that Lessor elects to terminate this Lease. In the event Lessor elects to terminate this Lease, Lessor may recover from Tenant: (a) the worth at the time of award of any unpaid rent that has been earned at the time of termination of the Lease; (b) the worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the Lease until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; (c) the worth at the time of award of the amount by which the unpaid rent for the balance of the term of this Lease after the time of award exceeds the amount of rental loss that Tenant proves could be reasonably avoided; and (d) any other amount necessary to compensate Lessor for all loss proximately caused by Tenant's failure to perform its obligations under this Lease.

The term "rent" as used in this Lease shall mean Rent and all other sums required to be paid by Tenant pursuant to the terms of this Lease.

- 15. **Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.
- 16. **Notices.** Any notice which either party may or is required to give, shall be given by personal delivery or mailing the same, postage prepaid to Tenant at the Real Property, or Lessor at the address specified below, or at such other places as may be designated by the parties from time to time.
- 17. **Governing Law.** This Lease shall be subject to and governed by the laws of the State of Ohio.
- 18. **Amendments.** No amendment to this Lease shall be valid or binding unless such amendment is in writing and executed by the parties hereto.
- 19. **Captions.** The captions of the several sections of the Lease are not a part of the context hereof and shall be ignored in construing this Lease. They are intended only as aids in locating and reading the various provisions hereof.
- 20. **Severability of Provisions.** The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions hereof and this Lease shall be construed in all respects as if such invalid or unenforceable provision were omitted.

IN WITNESS WHEREOF, Lessor and Tenant have executed this Lease Agreement as of the date first set forth above.

LESSOR:
Auglaize County Commissioners

By: David Bambara
Name: David Bambara
Title: Commissioner

TENANT:
Auglaize Industries, Incorporated

By: Auglaize Industries / Brenda Winner
Name: Brenda Winner
Title: CEO

Address: 209 S. Blackhoof Street, Room 201
Wapakoneta, OH 45895

Address: (if different than Real Property address)

Exhibit A

[Legal description to be inserted]

Situate in the southwest corner of the northeast quarter and the northwest corner of the southeast quarter of S10, T7S, R4E and being the northwest part of O.L.3 of Schroeders North Addition of Outlots to the Village of New Bremen, the plat of which is recorded in Plat Book 1, Page 77 of the Plat Records of Auglaize County, and the south part of lots 12 and 13 of Heine's Subdivision of the S½ of the NE¼ of S10, T7S, R4E and the west part of the S½ of the NW¼ of S11, T7S, R4E, the plat of which is recorded in Plat Book 1, Page 138 of the Plat Records of Auglaize County and being partly in the Village of New Bremen and in German Township, Auglaize County, State of Ohio and being more particularly described as follows, to-wit: commencing at an iron pin in a monument box found at the northwest corner of the northeast quarter of said S10;

thence, S2°-16'-51"E along the west line of the northeast quarter of said S10 a distance of 2671.35 feet to an iron pin set at the southwest corner of the northeast quarter of said S10 and the southwest corner of lot 12 of Heine's Subdivision and the northwest corner of O.L.3 of Schroeders Subdivision of Outlots;

thence, N87°-21'-32"E along the quarter line of said S10 and the south line of lot 12 of Heine's Subdivision and the north line of O.L.3 of Schroeders Subdivision a distance of 15.26 feet to an iron pin set on the east right-of-way line of the Lake Erie and Western R.R. at the Point of beginning of the hereinafter described tract of land;

thence, N2°-11'-21"W along the east right-of-way line of said Lake Erie and Western R.R., said line being 30 feet east of and parallel to the centerline of said railroad right-of-way, a distance of 350.56 feet to an iron pin on the south line of Kuenning Street if extended westerly;

thence, $N87^{\circ}-21'-32''E$ along the extension of the south line of said Kuenning Street a distance of 312.99 feet to an iron pin set on the east line of lot 13 of said Heine's Subdivision, said point being also at the northwest corner of lot 24 of F. P. Lester and F. C. Povera Highland Addition to the Village of New Bremen (the plat of said Subdivision recorded in Plat Book , Page 85 of the Plat Records of Auglaize County);

thence, $S2^{\circ}-16'-51''E$ along the east line of said lot 13 of Heine's Subdivision and the west line of the Highland Addition Subdivision a distance of 310.56 feet to an iron pin set on the north line of Boesel Avenue in the Village of New Bremen;

thence, $S87^{\circ}-21'-32''W$ along the north line of said Boesel Street and parallel to the south line of lot 13 a distance of 145.33 feet to an iron pin;

thence, $S2^{\circ}-02'-16''E$ a distance of 40.00 feet to an iron pin set on the south line of said Boesel Street, said point also being on the south line of the northeast quarter of said S10, the south line of Heine's Subdivision and the north line of Schroeders Subdivision, said point bearing $S2^{\circ}-02'-16''E$ a distance of 9.90 feet from a concrete monument found on the original centerline of Boesel Avenue and the northwest corner of Thomas Coles Partial Replat of O.L.4 of Schroeders Subdivision Recorded in Plat Book "C", Page 33 of the Plat Records of Auglaize County;

thence, continuing $S2^{\circ}-02'-16''E$ along the west line of said Cole's Replat a distance of 267.95 feet to a concrete monument;

thence, $S82^{\circ}-38'-21''W$ a distance of 147.76 feet to a point on the old right-of-way line of the Lake Erie and Louisville Railroad, said point bearing $S82^{\circ}-38'-21''W$ from an iron pin and also being 50' easterly from the centerline of said Lake Erie and Louisville Railroad;

thence, $S2^{\circ}-13'-20''E$ along said former railroad right-of-way and parallel to the centerline of said railroad a distance of 59.30 feet to an iron pin set on the northeasterly right-of-way line of C.R.66A formerly known as the Ft. Locamie-Ft. St. Marys State Road;

thence, continuing $S2^{\circ}-13'-20''E$ a distance of 53.22 feet to a railroad spike set on the centerline of said C.R.66A, said point also being on the southwesterly line of Outlet 3 of Schroeders Subdivision;

thence, N40°-32'-46"W along the centerline of said C.R.66A, the centerline of old Ft. Loramie-Ft. St. Marys State Road and the southwesterly line of said Outlet 3 a distance of 32.26 feet to a railroad spike set on the present east right-of-way line of the Lake Erie and Western Railroad, said point being 30 feet easterly at right angles from the centerline of said railroad;

thence, N2°-13'-20"W along the east right-of-way line of said railroad a distance of 53.22 feet to an iron pin set on the northeasterly right-of-way line of said C.R.66A and the northeasterly right-of-way line of the Ft. Loramie-Ft. St. Marys State Road;

thence, continuing N2°-13'-20"W along the east right-of-way line of said Lake Erie and Western Railroad, and 30 feet from and parallel to the centerline of said railroad, a distance of 313.95 feet to the place of beginning.

Containing 3.490 acres more or less. 1.198 acres being in Lot 12, 1.189 acres being in lot 13 and 1.103 acres being in D.L.3.

Excepting therefrom those certain parcels of land, currently known as Boesel Avenue, conveyed to the Village of New Bremen for street purposes pursuant to Volume 230, Page 159 of the Deed Records of Auglaize County, Ohio and Official Records Volume 38, Page 566 of the Auglaize County, Ohio Records.

Being subject to the right-of-way of a platted street along the north and south lines of said lots 12 and 13 of Heine's Subdivision and being subject to the right-of-way of the Ft. Loramie-Ft. St. Marys State Road (formerly State Route 66, now County Road 66A) and being subject to all easements of record.

This description prepared by George P. Fernandez, Registered Surveyor # 4079 of Sidney, Ohio from a survey made by same.

State of Ohio Auglaize County, S. S.
 Received October 8 1986
 at 4:15 O'clock P .M.
 Recorded October 9 1986
 Vol. No. OR#40 Page 737-40
 \$14.00

George P. Fernandez

IN THE MATTER OF APPROVING THE AMENDED AMOUNT FOR THE GRANT AGREEMENT DOCUMENTS WITH THE FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM GRANTS, AIP PROJECT NO. 3-39-0084-023-2021.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 6th day of December, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners, Auglaize County, Ohio, did receive a Grant offer issued by the authority of the Administrator of the Federal Aviation Administration (FAA) on behalf of the United States to pay the Government's share of the allowable project costs of AIP Project No. 3-39-0084-023-2021 and accepted the grant offer on June 3, 2021 in Resolution #21-243 for up to a maximum of \$46,710.00 for the following: "Airport Wildlife Hazard Assessment/Wildlife Hazard Management Plan" at the Neil Armstrong Airport as set forth in the offer for the subject project.; and,

WHEREAS, the amount of the grant offer should have been for a maximum amount of \$51,900.00 in Resolution #21-243.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby amend the amount to a maximum of \$51,900.00 for Federal Aviation Administration Grant offer for the AIP Project No. 3-39-0084-023-2021.

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

Adopted this
6th day of
December, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

- cc: FAA, Detroit Airports District Office
- ✓ County Administrator
- ✓ BF&S
- ✓ Auglaize County Airport Authority

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th of December, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested to authorize budget adjustments as follows:

<u>Child Support Enforcement Agency Fund</u>	
Amount:	To:
\$40,000.00	096.0096.530200 (Purchase of Service)
<u>Public Assistance Fund</u>	
\$10,000.00	006.0008.538600 (General Relief)
\$10,000.00	006.0008.536600 (Health Insurance)
<u>Soil Conservation Fund</u>	
\$500.00	015.0014.537200 (Service Fees)
\$100.00	015.0014.537200 (Service Fees)

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustments as mentioned 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
1st day of
December, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Spencer, yes
Douglas A. Spencer

cc: County Auditor
JFS
SWCD

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 6th day of December, 2022.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested by the Sheriff Vorhees to amend the Annual Appropriation with moneys that the County Auditor has certified and were unappropriated for the following fund listed below:

060 911 Fund.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2022 Annual Appropriation Resolution to be amended as follows:

Increase 060.0060.510200 (Salary) by \$1,580.51.

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

Adopted this
6th day of
December, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

Douglas A. Speneer, yes
Douglas A. Speneer

cc: County Auditor
County Administrator
Sheriff

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO MAKE REIMBURSEMENTS FROM PERMANENT DITCH MAINTENANCE FUNDS TO ENGINEER'S MVGT FUND AS DIRECTED BY THE COUNTY ENGINEER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of December, 2022.

Commissioner Spencer moved the adoption of the following

RESOLUTION

WHEREAS, Andrew Baumer, County Engineer, submitted a letter and list to the Board of County Commissioners requesting that reimbursement of funds for the costs for providing all of the necessary labor, equipment, and materials which were performed on the maintenance ditches from December 2021 to November 2022. The reimbursement is from each respective ditch account for the work performed on these permanent maintenance ditches and the County Auditor be authorized to reimburse from each respective ditch account permanent maintenance ditch funds to the Engineer's MVGT Fund for work performed by Engineer's Dept., reimbursements as follows:

DITCH NAME	MAINTENANCE ACCOUNT #	AMOUNT TO TRANSFER TO ENGINEER'S MVGT
BAILEY	400	\$ 3,450.68
BARNES	401	\$ 3,341.36
BEELER # 1	402	\$ -
BLACKHOOF	403	\$ 84.95
GREVE	404	\$ -
BRACKNEY	405	\$ 15,087.72
GRASSLEY LINK	406	\$ 6,014.22
MOORMAN	407	\$ 2,570.38
CLEAR CREEK	408	\$ 3,681.97
COOK	409	\$ 1,775.67
CRAFT #1	410	\$ 296.42
CRIDER	411	\$ 207.01
DABELT	412	\$ 366.96
WATERMAN	413	\$ -
DOERING	414	\$ 143.47
DOSHE	415	\$ 2,111.11
EMERSON	416	\$ 857.22
FRAZIER # 1	417	\$ -
FRAZIER # 2	418	\$ 5,588.06
GRASSLEY	419	\$ 279.91
GUTMAN # 1	420	\$ 67.18
HOFFHAUS	421	\$ 299.61
HEIDT	422	\$ 1,335.81
HEINRICH	423	\$ 35.87
HEMMERT	424	\$ 527.89
HOWELL	425	\$ 15,571.16
HUNT	426	\$ -
DAVIS JOINT	427	\$ 4,012.48
GRUBBS	428	\$ 99.24
KAISER	429	\$ 677.50
KAUFMAN	430	\$ 2.30
KLAUS	431	\$ -
WARNER	432	\$ -
HENGSTLER	433	\$ 35.87
KLOSTERMAN	434	\$ 1,707.66
LOTRIDGE # 1	435	\$ -
LHAMON	436	\$ 421.22
MCNAME-PETERSEN BR	437	\$ 648.49
MCNAME-PHILLIPS BR	438	\$ 1,894.62
METZ	439	\$ 7,895.97
MOELLER	440	\$ 171.92
MOSLER	441	\$ -
PLACE	442	\$ 4,061.11
VORNHOLT	443	\$ 118.66
PORTER-LATERAL	444	\$ 3,491.01
POTTS	445	\$ 5,582.31
PUSHETA	446	\$ 5,894.23
RAMGA	447	\$ 368.32
RAMGAUSEIBERT	448	\$ 296.42
REICHELDERFER	449	\$ 4,113.73
RITCHIE # 1	450	\$ 1,093.60

Resolution – continued
December 6, 2022 – Page 2

451	ROEDIGER # 1	\$	2,145.26
452	ROHRBAUGH-SEVERT #1	\$	916.88
453	ST. JOE	\$	2,468.62
454	ST. JOHNS	\$	-
455	SWARTZ-POHLMAN	\$	-
456	SELLERS # 1	\$	85.80
457	SHAFFER	\$	478.05
458	AUG. RIVER ENHANCEMENT	\$	3,300.00
459	SIX MILE	\$	972.22
460	SPRAGUE	\$	732.74
461	SPRAY	\$	687.24
462	SWARTZ JOINT (LOGAN CO.)	\$	2,733.82
463	THRUSH	\$	3,448.79
464	KANTNER	\$	-
465	WALLACE FORK # 1	\$	3,195.16
466	WAESCH	\$	1,523.53
467	WARMAN	\$	4,568.60
468	WERNER #1	\$	330.93
469	WESTBAY	\$	-
470	WIERWILLE	\$	504.35
471	WRIGHT # 1	\$	588.27
472	WUEBKER	\$	125.61
473	YOUNG	\$	236.17
474	HERBST	\$	459.67
475	BLASE	\$	278.40
476	FLEDDERJOHANN	\$	800.55
477	SELLERS # 2	\$	-
478	BUSH	\$	-
479	KAECK	\$	53.82
480	MCCUNE	\$	193.62
481	MEYER	\$	-
482	MILLER	\$	625.35
483	GOSSARD	\$	-
484	MALLORY	\$	402.02
485	CLAUSE	\$	2,702.96
486	GEIGER-DOSECK	\$	1,342.14
487	MUCHINNIPPI	\$	8,919.76
488	SCHULTZ	\$	146.75
489	SIM-MINNICH	\$	688.61
490	SWARTZ JT W/VAN WERT	\$	998.02
491	RITCHIE # 2	\$	-
492	THIEMAN	\$	-
493	DOORLEY	\$	-
494	HUFFMAN RUN	\$	17.94
495	ROEDIGER # 2	\$	-
496	HENKENER	\$	-
497	BAYSHORE	\$	-
498	HABERKAMP	\$	398.04
499	MILE CREEK	\$	-
676	LUSK	\$	-
677	SHEIPLINE	\$	-
678	SEIBERT	\$	-
679	BUEHLER	\$	-
680	DICKMAN	\$	-
681	COGAN #2	\$	-
682	WOHRMEYER	\$	159.21
683	SPALLINGER	\$	-
684	WOODLAND HILLS	\$	269.07
685	AUGLAIZE ACRES	\$	-
686	ACCUNTIUS	\$	-
687	GROSS	\$	2,529.63
688	SHINDOLLAR	\$	-
689	HARUFF #2	\$	153.80
690	DEARBAUGH #2	\$	-
691	KZ	\$	-
692	PAUL	\$	242.32
693	ROGERS #2	\$	-
694	NEDDERMAN	\$	-
695	PLEASANTVIEW	\$	-
696	TIM PLACE GROUP	\$	-
697	FISHER #2	\$	513.25

698	BLASÉ #2	\$	763.50
699	EAST SHELBY	\$	798.60
700	BAUER	\$	1,613.80
701	FOLTZ	\$	667.64
702	HAGUE	\$	-
703	HECHT	\$	-
704	HUSSEY	\$	4,448.82
705	ITTER	\$	-
706	VIRGINIA CREEK	\$	599.62
707	WERNER #2	\$	206.01
708	WIERTH	\$	5,775.15
709	WRIGHT #2	\$	302.92
710	BENZING #1	\$	137.11
711	CRAFT #2	\$	-
712	CRIDER	\$	-
713	CROW	\$	294.38
714	TODD	\$	-
715	TULLEY	\$	35.87
716	WISSMAN	\$	333.48
717	TAYLOR	\$	26.90
718	FISHER	\$	236.36
719	TROTTER	\$	110.26
720	SPANGLER	\$	661.86
721	CLOVER	\$	456.77
722	OPPERMAN	\$	-
723	SCHNEIDER	\$	-
724	AKERS	\$	4,442.27
725	HOLTHAUS	\$	118.60
726	WERLING	\$	-
727	GUTMAN #2	\$	-
728	WALLACE FORK #2	\$	70.05
729	WAYNESFIELD	\$	-
730	MAIMI & ERIE CANAL	\$	956.60
731	GRAY-HARROD	\$	546.15
732	KRITES	\$	18.38
733	POND VIEW ESTATES	\$	-
734	ROHRBAUGH-SEVERT #2	\$	-
735	KNAPKE	\$	112.67
736	EGLEY	\$	3,068.88
737	EISERT	\$	3,238.83
738	NEELEY	\$	166.66
739	BEENER	\$	-
740	DOSECK # 2	\$	148.41
741	PRICE	\$	-
742	EISLEY	\$	738.08
743	ALLMAN	\$	125.86
744	ELSASS	\$	458.86
745	COMUS	\$	-
746	LIMBERT	\$	84.59
747	SANTOMIERI	\$	1,403.18
748	BERGMAN-WERNER	\$	-
749	OWL CREEK	\$	-
750	KUEST	\$	-
751	ROGERS	\$	-
752	VONDENHUEVEL	\$	113.27
753	KELLERMAYER	\$	113.42
754	MEYER # 2	\$	-
755	COGAN	\$	640.31
756	EVANS	\$	-
757	SCHAUB	\$	671.91
758	SPENCER-GRAY	\$	-
759	ROHRBAUGH-SEVERT # 3	\$	-
760	HABERKAMP-JETT	\$	-
761	SPRINGER-SIMMS	\$	-
762	HUFFMAN RUN #2	\$	470.54
763	WIESENMAYER	\$	779.69
764	SPENCER-BROWN	\$	-
765	KERR	\$	4,906.71
766	HEIDT #2	\$	-
767	WILDERNESS TRAILS	\$	-
768	BEELEER #2	\$	-

769	RUCK	\$	-
770	SCHAUB-HELMLINGER	\$	466.56
771	FLEDDERJOHANN-HEIDT	\$	-
772	IMWALLE-LHAMON	\$	-
773	PRAIRIE CREEK	\$	2,090.81
774	HUENKE	\$	1,537.55
775	BUSH	\$	-
776	KILGER	\$	349.42
777	HEINTZ	\$	-
778	BUCK	\$	-
779	KEMMANN	\$	-
780	RAPP-KILL	\$	17.94
781	BERG-BAUER	\$	4,134.91
782	CISCO	\$	509.22
783	SHIPP	\$	-
784	WISSMAN #2	\$	-
785	DRY RUN	\$	-
786	HAUSS	\$	-
787	BREWER	\$	-
788	SUDMAN	\$	157.22
789	MOELLER #2	\$	-
790	KOHLER #1	\$	1,055.39
791	KOHLER #2	\$	1,636.75
792	KOHLER #3	\$	2,714.86
793	EGLEY #2	\$	357.64
794	STEINEMAN	\$	-
795	COPELAND	\$	-
796	BENZING #2	\$	-
797	SCHOLL	\$	-
798	BILLS	\$	-
799	ST. MARYS RIVER	\$	22,450.00
800	WINNERS	\$	-
801	KAISER #2	\$	-
802	SPRAY #2	\$	133.31
803	BLEW	\$	103.06
804	SMITH	\$	35.87
805	COOK #2	\$	149.16
806	VOGEL	\$	-
807	KING	\$	-
808	KELLY	\$	-
809	WARMAN #2	\$	81.61
810	DANAHER	\$	-
811	PARKER	\$	-
812	KNUEVE	\$	-
813	SOUTH RIDGE SUBDIVISION POND	\$	62.79
814	SUMMERCHASE	\$	266.38
815	WERST	\$	398.41
816	SELLERS #3	\$	-
817	LOTRIDGE	\$	-
818	MUSSER	\$	-
819	ALLMAN #2	\$	99.46
820	SCHLEGELMILCH	\$	-
821	DOWNEY	\$	127.51
822	GRUBBS #2	\$	-
823	REICHELDERFER #2	\$	-
824	OAKWOOD DRIVE	\$	-
825	WILKER	\$	84.85
826	SOMMER	\$	-
827	NIELSEN	\$	-
828	HENSCHEN	\$	2,934.27
829	SHAW	\$	-
830	BARNT	\$	-
831	ARNOLD	\$	144.81
832	I.O.O.F.	\$	-
833	RAMGA NO. 2	\$	107.42
834	ANNESER	\$	-
835	WAYNESFIELD NE SEWER	\$	35.87
836	HUENKE NO. 2	\$	-
837	SCHEARER NO. 3	\$	4,358.78
838	STONER	\$	2,053.84
839	ZINK	\$	2,110.46

SIMMS RUN	840	\$	179.38
SPENCER	841	\$	25.51
CARTWRIGHT	842	\$	-
LUEDEKE	843	\$	183.85
EASTERLY	844	\$	-
MCKEE	845	\$	-
HELMSTETTER	846	\$	-
BURR OAK	847	\$	-
KELLERMAYER NO. 2	848	\$	-
DOENGES	849	\$	-
BARRINGTON	850	\$	-
FRITZ	851	\$	-
SPENCER #2	852	\$	-
KUENSTLE	853	\$	-
FREEMAN	854	\$	-
KETTLER	855	\$	163.57
MUDDY CREEK	856	\$	15,297.39
BRYANT	857	\$	97.41
BENNETT	858	\$	297.19
MIAMI & ERIE CANAL	859	\$	2,449.57
MOULTON	860	\$	1,897.11
BARNES #2	861	\$	-
MACK	862	\$	99.46
JACOB	863	\$	-
WARMAN #3	864	\$	-
HARRUFF	865	\$	-
NEWLAND	866	\$	-
LOWRY	867	\$	-
CROW #2	868	\$	-
PRAIRIE CREEK #2	869	\$	308.28
HEADAPOHL	870	\$	-
HIGHLAWN	871	\$	-
VERTNER	872	\$	-
EVANS #2	873	\$	-
KOCH	874	\$	292.16
GUTMAN #3	875	\$	-
KLOSTERMAN	876	\$	-
BOLEY	877	\$	-
CLAUSE #2	878	\$	-
HUEBNER	879	\$	-
CAMPBELL	880	\$	-
KAECK #2	881	\$	-
MACKENBAUGH	882	\$	-
WHEELER	883	\$	-
DEARBAUGH	884	\$	-
RAPP NO. 3	885	\$	-
GIBSON	886	\$	-
CUMMINS	887	\$	-
KRUSE	888	\$	-
WALLACE FORK NO. 3	889	\$	-
ELLERMAN	890	\$	-
ADAMS	891	\$	84.10
MEIER	892	\$	-
CULLITON	893	\$	-
KAISER #3	894	\$	139.07
DOENGES #2	895	\$	101.01
NORTHTOWN	896	\$	-
DOORLEY #2	897	\$	-
CLOVER RIDGE POND	898	\$	-
RITTER #2	899	\$	-
			270,462.42

From: Maintenance Accounts as listed above
Amount: \$270,462.42
To: 002-0500-400100 (K6 Reimbursements)

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the County Auditor to make the ditch maintenance fund reimbursements as listed and requested by the County Engineer.

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

Adopted this
6th day of
December, 2022

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

David Bambauer yes
David Bambauer

John N. Bergman yes
John N. Bergman

Douglas A. Spencer Yes
Douglas A. Spencer

cc: County Auditor
County Engineer