

IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN AUGLAIZE, HARDIN, HURON, LOGAN PUTNAM, VAN WERT AND WILLIAMS COUNTY BOARDS OF COMMISSIONERS AND THEIR RESPECTIVE COUNTY DEPARTMENTS OF JOB AND FAMILY SERVICES; AND AUTHORIZING THE PRESIDENT OF THE AUGLAIZE BOARD OF COUNTY COMMISSIONERS TO EXECUTE SAID MOU.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 26th day of January, 2021.

Commissioner David Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County Department of Job & Family Services has submitted a Memorandum of Understanding which is between the Auglaize, Hardin, Huron, Logan, Putnam, Van Wert and Williams County Boards of Commissioners and their respective County Departments of Job and Family Services, (collectively “Counties” or “Parties”). The purpose of the MOU is to document and define a multi-county project as it relates to the implementation of County Shared Services virtual service center among participating county departments of job and family services under the supervision of the Ohio Department of Job and Family Services. The project shall be collectively known as the “County Shared Services (CSS) Group 4 Project; and,

WHEREAS, the term of this MOU is upon signature and will remain effective for an indefinite period. Any County may withdraw by means of a thirty (30) day written notice of intent to each of the other Counties followed by a thirty (30) day processing period for disengaging the County from the Group. Withdraw from this agreement will disconnect the County from the Call Center technology.

WHEREAS, the cost percentages for group services or equipment shall be apportioned according to county allocation methodology or as otherwise agreed according to Article IV. Each individual county shall be responsible for its share of project related costs in accordance with county specific purchasing and procurement policies. For services or equipment benefitting individual counties, parties shall be responsible for their own costs.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the MOU with Hardin, Huron, Logan, Putnam, Van Wert and Williams County Board of Commissioners and their respective County Departments of Job and Family Services for the multi-county project as it relates to the implementation of a County Shared Services virtual service center under the supervision of the Ohio Department of Job and Family Services; and,

BE IT FURTHER RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the President of the Board to execute said memorandum of understanding; and,

BE IT STILL FURTHER RESOLVED that said MOU 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 26th day
of January, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer,
Douglas A. Spencer

David Bambauer,
David Bambauer

John N. Bergman,
John N. Bergman

cc: Auglaize County DJFS
Hardin County DJFS
Huron County DJFS
Logan County DJFS
Putnam County DJFS
Van Wert County DJFS
Williams County DJFS



County Shared Services Group 4 Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into by and between the AUGLAIZE, HARDIN, HURON, LOGAN, PUTNAM, VAN WERT, and WILLIAMS County Boards of Commissioners and their respective County Departments of Job and Family Services, (collectively "Counties" or "Parties.")

Article I. Purpose

The purpose of this MOU is to document and define a multi-county project as it relates to the implementation of a County Shared Services virtual service center among participating county departments of job and family services under the supervision of the Ohio Department of Job and Family Services. The project shall be collectively known as the "County Shared Services (CSS) Group 4 Project".

Article II. Withdraw from Group

The term of this agreement is upon signature and will remain effective for an indefinite period. Any County may withdraw by means of a thirty (30) day written notice of intent to each of the other Counties followed by a thirty (30) day processing period for disengaging the County from the Group. Withdraw from this agreement will disconnect the County from the Call Center technology.

Article III. Function of County Shared Services Initiative

This ongoing initiative is to standardize processes, streamline efficiency, and provide a common client experience. Efficiencies should be gained through standardization of work processes and utilization of Call Center technology across counties. Participation gains access to Call Center technology including: connection to the Enhanced Call Center platform including utilization of the single statewide Enterprise Human Services phone number [1-844-640-OHIO], virtual hold, audio signature, and skills-based routing.

Article IV. Governance

- A. The participating County Directors of Job and Family Services have a responsibility to implement the standard operating procedures decided upon for the County Shared Services Operating Model. Operational details shall be documented in the form of a County Shared Services Operating Manual. The Directors will provide decision making authority in matters involving the implementation and operation of the standard operating procedures.
- B. The consensus model of decision making shall be the standard approach for the standard operating procedures. However, in the absence of a consensus, each Director will have one vote. At such time that there is not unanimity on a decision, the majority will rule.
- C. Directors of the participating counties shall vote to allow any additional members to join the Group following discussion of such matter. As stated above, if a decision is not unanimous, majority shall rule. Approval of a new County or the withdraw of a member county will require that a new MOU be drafted and signed by the participating counties.
- D. Directors of the participating counties shall meet on at least a quarterly basis to review the terms of the MOU and the policies of the Group.
- E. There shall be annual vote of the Directors to continue with the current MOU.
- F. Whenever possible, all Directors will attend the quarterly meetings and vote in person. When a Director is not able to attend or vote in person, the Director may attend/vote by phone, email, or by appointment of a proxy to attend/vote in their place who has been updated on the issues to be discussed.
- G. Participating Directors and/or designated county staff shall establish regular meetings to assign, monitor, and evaluate the progress of project deliverables and timelines in accordance with state and federal requirements and the Group 4 Operating Manual.
- H. Annually, the Directors will vote on a Group Coordinator who will coordinate the work of the Group. The duties of the Group Coordinator will include taking notes at meetings and preparing minutes, sending reminders of meetings, arranging for meeting space, contacting the state for assistance in the project, and other duties as needed.

Article V. Project Costs

In general, cost percentages for group services or equipment shall be apportioned according to county allocation methodology or as otherwise agreed according to Article IV. Each individual county shall be responsible for its share of project related costs in accordance with county specific purchasing and procurement policies. For services or equipment benefiting individual counties, parties shall be responsible for their own costs.

The Group may need to address how to apply group administration or other shared costs should they be needed later.

Article VI. Responsibility of Parties

The Parties are governmental entities/political subdivisions and lack authority to indemnify. The Parties agree to be and shall be responsible for their own negligence, action or inactions and/or the actions or inactions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants. The Parties agree to be individually and solely responsible for and shall hold harmless and release the other Parties from any and all claims, lawsuits, liability, losses, damages, illnesses, injuries (including death), and/or related expenses that each may incur as a result of their own negligence, actions or inactions and/or the actions or inactions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants.

Article VII. Findings for Recovery

The Parties respectively certify that they do not have any outstanding finding for recovery pending or issued against them by the State of Ohio.

Article VIII. Notices

All notices which may be required by this MOU or by operation of any rule of law shall be hand delivered, sent via certified US Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, via facsimile, or via email to the following individuals at the following addresses and shall be effective on the date received:

AUGLAIZE County:

Julie Gossard, Director
Address: 12 North Wood Street, Wapakoneta, Ohio 45895
Phone: 567-242-2700
Fax: 567-242-2735
Email: julie.gossard@jfs.ohio.gov

HARDIN County:

John C. Folk, Director
Address: 175 West Franklin Street, Suite 150, Kenton, Ohio 43326
Phone: 419-675-1130
Fax: 419-674-2340
Email: john.folk@jfs.ohio.gov

HURON County:

Lenora Minor, Director
Address: 185 Shady Lane Drive, Norwalk, Ohio 44857
Phone: 419-668-8126
Fax: 419-668-8126
Email: Lenora.minor@jfs.ohio.gov

LOGAN County:

Cynthia L. Hefner, Esq., Director
Address: 211 East Columbus Avenue, Bellefontaine, Ohio 43311
Phone: 937-599-5165
Fax: 937-592-4395
Email: cynthia.hefner@jfs.ohio.gov

PUTNAM County:

Suzy Wischmeyer, Director
Address: 575 Ottawa-Giandorf Road, Suite 1, Ottawa, Ohio 45875
Phone: 567-376-3777
Fax: 567-376-3740
Email: suzy.wischmeyer@jfs.ohio.gov

VAN WERT County:

Erinn Sellers, Director
Address: 114 East Main Street, Van Wert, Ohio 45891
Phone: 419-238-5430
Fax: 419-238-6045
Email: erinn.sellers2@jfs.ohio.gov

WILLIAMS County:

Fred Lord, Director
Address: 117 West Butler Street, Bryan, Ohio 43506
Phone: 419-636-6725
Fax: 419-636-8843
Email: fred.lord@jfs.ohio.gov

Article IX. Governing Law

This MOU shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this MOU shall be filed in and heard before the courts of Ohio.

Article X. Severability

If any provision of this MOU is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of the MOU. All Provisions of this MOU shall be deemed severable.

Article XI. Entire Agreement

This MOU shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of all the signing Parties.

In the event of a disputed issue that is not specifically addressed in the MOU, the Parties hereby agree to make every reasonable effort to resolve any disputes in keeping with the objective of the County Shared Services project and budgetary and statutory constraints.

(Remainder of page intentionally left blank.)

AUGLAIZE COUNTY

AUGLAIZE COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES

Signature:

Julie Gossard

Printed Name:

Julie Gossard

Director of the AUGLAIZE County
Department of Job and Family Services

AUGLAIZE COUNTY BOARD
OF COUNTY COMMISSIONERS

Signature:

Douglas A. Spence

Printed Name:

Douglas A. Spence

President of the Board

Approved as to Form:

[Signature]
AUGLAIZE County/JFS Attorney

IN THE MATTER OF AUTHORIZING CHANGE ORDER NO. 2 WITH SMITH BOUGHAN MECHANICAL SERVICES FOR THE AUGLAIZE INDUSTRIES 2020 CDBG HVAC IMPROVEMENT PROJECT, USING PY'19 CDBG ALLOCATION PROGRAM FUNDS; AND AUTHORIZES THE PRESIDENT OF THE BOARD TO EXECUTE SAID CHANGE ORDER NO. 2.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 26th day of January, 2021.

Commissioner David Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County has been granted funding in the amount of \$30,300.00 through the P.Y. '19 CDBG Allocation Program Funds and \$125,000.00 from the RLF Funds for the HVAC Project; and,

WHEREAS, bid award for this project was granted to Smith Boughan Mechanical Services at the cost of \$149,300.00 and approved Change Order No. on January 19, 2021 for \$16,619.00; and,

WHEREAS, it was determined by the Auglaize Industries and Auglaize County that the following Change Order No. 2 needed to be made to the contract documents, this increased the contract by time and material not to exceed \$3,633.00 for the following additional adjustments:

- Disconnect, remove and dispose of existing faulty VAV box in reception office
- Purchase and install one (1) VAV box in reception office
- Modify existing ductwork as needed to install new VAV box
- Repair insulation after installation
- An Extension of time of five calendar days is required; and,

WHEREAS, the Change Order #2 which will be part of this resolution; and,

WHEREAS, Poggemeyer Design Group, Inc., County's CDBG Administrator, reviewed the suggestions; finding all to be in order and allowable; and,

WHEREAS, Smith Boughan Mechanical Services is able to accommodate this Change Order No. 2; and,

WHEREAS, Change Order No. 2 for the Auglaize Industries 2020 CDBG HVAC improvement Project has been presented to the Board of County Commissioners for approval and authorization of the following project.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the President of the Board to execute Change Order No. 2 for the addition to the contract with Smith Boughan Mechanical Services for the Auglaize Industries 2020 CDBG HVAC Improvement Project; and,

BE IT FURTHER RESOLVED that the Smith Boughan Mechanical Services contract price for said project has been increased by time and material not to exceed \$3,633.00 for a total of \$169,552.00 and the Permanent Improvement Fund will pay \$3,633.00 with the extension of time for five calendar days is required.

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

Adopted this
26th day of
January, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: Poggemeyer Design Group
Auglaize Industries
Clerk of the Board
Smith Boughan Mechanical Services



Smith-Boughan
MECHANICAL SERVICES
777 S. Copius Road P.O. Box 1235
Lima, Ohio 46802-1235
(419) 991-8040; FAX 419-997-9041

CHANGE ORDER PROPOSAL

Date: January 19, 2021
To: Auglaize Industries
Re: Replace VAV Box in Reception Office
Sent Via: Email

Job #: 20238P

Doc. No.: COP-2

Project: Auglaize Industries HVAC Reno.

ITEM: Replace VAV Box in Reception Office

REFERENCE DRAWING OR SPEC SECTION:

PROPOSAL: Smith-Boughan's cost for the following scope of work

- Disconnect, remove and dispose of existing faulty VAV box in reception office
- Purchase and install one (1) new VAV box in reception office
- Modify existing ductwork as needed to install new VAV box
- Repair insulation after installation

Add: Time and Material Not To Exceed: \$3,633.00

This change proposal covers only the direct costs associated with the change order work described above. We reserve the right to assess the impact of this change order at a later date and to submit these costs as they become known.

It is anticipated that all work required by this change will be done on a straight time basis. Overtime work, if required, will be billed as an additional item.

An extension of time of 5 calendar days is required.

We will proceed with the changes listed above per your written acceptance of this proposal. If we are not notified before the return date, the terms of this document will be void.

RETURN DATE REQUIRED 1-27-2021

Signed: Matt Halper

OWNER/CONTRACTOR RESPONSE:

APPROVED REJECTED

REMARKS:

Signed: *Robert Sp...*

Date: 1.26.2021

Cc: Master File

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

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 26th of January, 2021.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, the Auglaize County Airport Hangar committee and KSK Maintenance LLC have presented the Board with a lease agreement deem satisfactory by both parties; and,

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

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

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

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

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

Adopted this
26th day of
January, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, Yes
David Bambauer

John N. Bergman, Yes
John N. Bergman

- cc: KSK Maintenance LLC
- Airport Authority
- Airport Manager
- Edwin Pierce – Auglaize County Prosecutor

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

This Corporate Hanger Lease is entered into between the Auglaize County Board of County Commissioners, Auglaize County Ohio (“*Lessor*”) and KSK Maintenance LLC, an Ohio limited liability company, (“*Lessee*”), effective February 6, 2021 (this “*Lease*”).

RECITALS

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

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

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

The Aircraft storage area and office area and the foregoing rights are referred to herein as the “*Leased Premises*.”

- 1. Term of Lease. This Lease shall commence on February 6, 2021 (the “*Effective Date*”) and shall continue for five (5) years, expiring February 5, 2026. Lessee shall have the option to extend the present lease for an additional five (5) year term expiring February 5, 2031, by written notice to Lessor no later than December 5, 2025. The lease rate for the additional five year term shall not exceed \$1,260.00 per month. Such amount shall be discussed by the parties but in the event that the parties cannot reach a mutually agreeable amount, the Lessor shall set such rental amount within the not to exceed limit.
- 2. Rental. Lessee agrees to pay, and Lessor agrees to accept, as rental for the Leased Premises, the following amount, which amount will be paid in equal monthly installments payable on the first day of each month during the term:

Hangar F: \$755.00 per month

3. Use of the Premises. During the term of this Lease, Lessee shall be entitled to use Hangar F for the following purposes: storage, repair, maintenance, operations and washing service to owned, rented and/or leased Aircraft and related equipment. In its use of the Leased Premises, Lessee shall comply with all applicable laws and regulations of Auglaize County, the Federal Aviation Administration, and the State of Ohio and with all general regulations not in conflict therewith heretofore or hereafter adopted by Lessor, its successors or assigns, for the Airport in the interest of safety and good operating practices.
4. Maintenance and Repair of Hangar F. Except as otherwise provided, during the term of this Lease, Lessee shall maintain the Leased Premises in good and serviceable condition and repair Hangar F at its sole cost and expense, ordinary wear and tear excepted. The Auglaize County Airport Authority will provide maintenance for the structural components of Hangar F i.e. building walls, roof, footings, foundations, and load-bearing floors and subfloors, structural columns and beams, operational state of doors, utility (water supply, plumbing, electrical, and air conditioning systems and units) services at Lessor's sole cost and expense. If Hangar F should be destroyed by fire or other cause or be so damaged that it cannot be repaired within ninety (90) days, Lessee may by written notice to Lessor within 180 days after such casualty terminate this Lease with respect to that Hangar. Lessee shall permit Lessor and its authorized employees or agents to enter the Leased Premises and to inspect the Leased Premises at reasonable times and upon reasonable notice.

5. Upgrades to Leased Premises.

5.1 Lessee upgrades: As part of the overall terms of this lease agreement, the parties have determined that certain upgrades to the Leased Premises are in the best interest of both parties. In exchange for the rental rate reflected in this lease agreement, the following items have been identified as improvements to be undertaken, paid for and completed by the Lessee within 12 months of the Effective Date:

- a. Painting of the entire interior of the hanger space. The parties value this improvement at \$10,000.00.
- b. Application of white epoxy floor covering in the entire hanger space. The parties value this improvement at \$32,000.00.
- c. Renovation of the office and bathrooms located in the Leased Premises. The parties value this improvement at \$10,000.00.
- d. Installation of garage door opener for overhead door. The parties value this improvement at \$1,500.00.

Items listed in 5.1 a. through d. above shall be referred to as the "*Lessee Upgrades*". The Lessee is authorized to proceed with the Lessee Upgrades without seeking approval of the Lessor. At the expiration of the 12 month period from the Effective Date, Lessor shall inspect the Leased Premises to confirm that the Lessee Upgrades have been completed. In the event that some or all

of the Lessee Upgrades have not been completed the rental rate set forth in section 2. of this lease agreement shall be adjusted upwards and the new rental amount for the remaining term of this lease agreement shall be \$1,200.00 per month.

5.2 Lessor upgrades: The Lessor hereby agrees to paint the exterior of Hanger F within 12 months of the Effective Date. The paint color shall be white with black trim to match the terminal building located at the Airport. Lessor shall also repair the cracked concrete floor in the office of Hangar F prior to any flooring being installed by Lessee.

5.3 General upgrade terms: With the exception of the Lessee Upgrades, the Lessor must approve any changes or improvements to the Leased Premises. The Lessee shall be responsible for presenting any proposed changes or improvements to the Leased Premises to the Lessor for approval. Those changes or improvements approved by the Lessor will be done at the sole expense of the Lessee. The changes or improvements must meet any applicable laws and regulations, including any environmental, building, or fire codes, of Auglaize County, the State of Ohio. All changes or improvements shall remain part of the Leased Premises.

6. Utilities. The Lessee agrees to pay utility cost for electric, natural gas, water and sewage for Hangar F, including the Aircraft Storage Area and Office Area.

7. Airport Operation & Services. Lessor shall, at its sole expense, install, erect, and maintain all existing and future landing field facilities including ramps, taxiways, and access points to the Leased Premises and all runways in a good and serviceable condition. Lessor shall keep the ramps, taxiways, and runway clean and swept and shall promptly remove any snow from such ramps, taxiways, runways, and access points into the Airport.

Lessor shall also furnish without extra charge, on a non-exclusive basis, a passenger lobby, ground handling and support services and discounted fuel for purchase using an airport assigned fuel card. Said services shall generally be furnished during regular business hours, but on occasional times of high demand or limited staffing may not be readily available.

8. Insurance.

a. Liability. Lessee shall, at its expense maintain Aircraft liability insurance in the following minimum amounts on each Aircraft owned or operated by the Lessee at the Airport.

1. Aircraft bodily injury liability insurance of \$100,000 for all arising out of bodily injury to or death of one person and \$300,000 for all damages arising out of bodily injury or death of two or more persons in any one accident.
 2. Aircraft passenger liability insurance of \$100,000 for each passenger seat.
 3. Aircraft property damage liability insurance of \$100,000
- b. Fire and Casualty. - Lessee's Aircraft and Property. Lessee shall, at its expense procure and maintain insurance against loss by fire or other casualty to Lessee's

Aircraft owned and operated at the Airport and to Lessee's other personal property located upon the Leased Premises in amounts and with companies satisfactory to Lessee.

c. Fire and Casualty -Leased Premises. Lessor shall, at its expense procure and maintain insurance against loss by fire or other casualty to the Leased Premises in amounts and with companies satisfactory to Lessor. Should there be an insured total loss to the Leased Premises, Lessor shall pay from its insurance proceeds received, to Lessee, the amount of its improvements as stated above of \$26,750 less \$445 per month of the lease after the Effective Date. Should there be less than a total loss to the Leased Premises, but should Lessee be unable to occupy the Leased Premises due to the damage, Lessor shall pay Lessee from the insurance proceeds as its interest appears. If Lessee is still able to occupy the Leased Premises after any casualty loss, Lessor shall restore the Leased Premises to its pre-loss condition as soon as practical.

d. Environmental. Lessor shall, at its expense, procure and maintain a policy or policies of insurance against loss from environmental remediation, removal, response, abatement, containment, closure, restoration, or remodeling work. This insurance shall be in an amount no less than \$1,000,000 per incident.

e. Certificate of Insurance. A certificate of insurance with respect to each insurance policy provided in this Section to be maintained by a party hereto shall be furnished to the other party, upon request, and shall provide that such policy shall be non-cancelable except upon twenty (20) days' prior written notice to the other party.

f. Waiver of Subrogation. Neither Lessor nor Lessee shall be liable for loss or damage caused by any risk covered by any insurance policy(*including any deductible or self-insured retention associated with such policy*) maintained by the other party or other Lessees of the Lessor on the Airport property with respect to the Leased Premises, the Airport, any Aircraft or other personal property located thereon, and each party shall, to the extent possible, waive all rights of subrogation against the other with respect to such policy.

9. Assignment and Subletting. Lessee shall not assign this Lease or sublet any portion of the Leased Premises without prior written consent of Lessor which shall not be unreasonably withheld.

10. Default. If Lessee shall default in the performance of any of its obligations hereunder and such default shall continue for 30 days after written notice from Lessor by certified mail, Lessor may, at its election, terminate this Lease upon written notice to Lessee. If, by reason of acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind from any government body or agency, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, tornados, storms, floods, washouts, droughts, arrest, restraint of government and people, civil disturbances, explosions, breakage, or accident to machinery, transmission lines, partial or entire failure of any utility or any cause

or event not reasonably within the control of Lessee, Lessee is unable in whole or in part to carry out its obligations under this Lease, Lessee shall not be deemed to be in default during the continuance of such inability.

11. Quiet Enjoyment. Lessor covenants and agrees with Lessee that, upon Lessee's paying the rental amount and performing all the terms, covenants and conditions of this Lease on Lessee's part to be performed, Lessee shall, except reasons beyond the control of Lessor, peaceably and quietly have and hold the Leased Premises for the term aforesaid.

12. Environmental.

a. Lessor's Warranty. Lessor shall comply with all federal, state, and local environmental laws and regulations and any permits or orders issued by a governmental authority.

b. Lessee's Indemnity. Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all claims, suits, actions, legal or administrative proceedings, demands, judgments, damages, losses, penalties, fines or liabilities (including strict liability), encumbrances, liens, expenses, and costs (including but not limited to reasonable attorney and consultant fees, and reasonable expenses of investigation and defense) (collectively, "Claims") to the extent such Claims arise out of (i) Lessee's negligent use of the Leased Premises, (ii) Lessee's violation of any federal, state or local environmental law or regulations, or any permits or orders issued thereunder, (iii) injury (including death) of any person, damage to any property on the Leased Premises caused by Lessee's negligence, or (iv) any Remediation of spills or releases from the fuel farm or tanks therein caused by the negligent acts or omissions of Lessee. The obligation of Lessee under this Section 12 shall survive the term of this Lease and any renewal or extension thereof.

c. Remediation. "Remediation" for purposes of this Lease shall mean all cost (including cost by way of reimbursement to any regulatory agency) incurred in connection with or arising out the investigation and remediation of any of the matters covered by the foregoing indemnities, including by way of illustration, investigation cost, penalties, fines, and interest imposed by any regulatory authority, investigation fees and consulting fees, testing, monitoring cost of removal of contaminated materials, transportation of contaminated materials removed, cost of restoring the Leased Premises to substantially the condition existing as of the date hereof, necessary remodeling and costs of on-site treatment of contaminated soil and groundwater.

13. Termination. Lessee shall have the right to terminate this Lease for the Leased Premises at any time after the conclusion of the twelve (12) month period immediately following the Effective Date, provided that the Lessee gives the Lessor at least two (2) months advance written notice. Due to Lessee's investment in the improvements to the Leased Premises, except for a termination for cause due to Lessee's breach of this agreement, Lessor does not have the option to terminate this lease without the written consent of the Lessee.

14. Miscellaneous.

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

[Remainder of Page Intentionally Left Blank]

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

AUGLAIZE COUNTY BOARD OF COUNTY COMMISSIONERS

By: John N. Bergman
John N. Bergman

By: Doug Spencer
Doug Spencer

By: David Bambauer
David Bambauer

KSK Maintenance LLC, an Ohio limited liability company

By: [Signature]

Name: Nicholas J. Kennedy

Title: Member

STATE OF OHIO :
COUNTY OF AUGLAIZE :SS

The Auglaize County Board of County Commissioners, acknowledge the foregoing instrument before me on January 21, 2021

Esther M. Leffel



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ESTHER M. LEFFEL
Notary Public, State of Ohio
My Commission Expires 02/12/2022.

Notary Public

STATE OF OHIO :
:SS
COUNTY OF AUGLAIZE :

Nicholas I. Kuroda Authorized Representative of KSK Maintenance LLC, acknowledge the foregoing instrument before me on January 15, 2021.

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



Courtney W. Burton
Notary Public

Date: JANUARY 26, 2021

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA AWARDING
matter of: CONTRACT FOR THE GILLILAND NATURE PRESERVE WETLAND/NATURAL AREA
DEVELOPMENT PROJECT

The Board of Directors of Grand Lake St. Marys LFA met in regular session on the 26th day of January, 2021, at the Office of the Mercer County Commissioners in Celina, Ohio with the following members present: Mr. Jerry Laffin, Dr. Greg Homan, Mr. Rick Muhlenkamp, Mr. John Bergman, Mr. David Bambauer, and Mr. Doug Spencer.

Mr. Doug Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on December 22, 2020, the Board of Directors of Grand Lake St. Marys LFA set the date of January 21, 2021, to receive and open sealed bids for the Gilliland Nature Preserve Wetland/Natural Area Development Project; and

WHEREAS, Theresa Dirksen, Project Manager, reviewed the bids received on January 21, 2021; mathematical extension errors were found in the bids submitted by Advanced Demolition Services and Klein Restoration Services; following is a summary of the bids as adjusted based on the unit cost submitted on January 21, 2021:

1. <i>Advanced Demolition Services, McComb, OH 45858</i>	\$755,332.50
2. <i>Braun Excavating LLC, Celina, OH 45822</i>	\$59,125.50
3. <i>Fenson Contracting LLC, Ft. Jennings, OH 45844</i>	\$50,432.50
4. <i>G6 Infrastructure, Maumee, OH 43537</i>	\$220,250.00
5. <i>Kahlig Dozing & Excavating Inc., Ft. Recovery, OH 45846</i>	\$52,518.00
6. <i>Klein Restoration Services LLC, Hartsville, OH 44632</i>	\$89,868.46
7. <i>VTF Excavation, Celina, OH 45822</i>	\$58,990.16

WHEREAS, Theresa Dirksen recommends to accept the lowest bid submitted by Fenson Contracting LLC;

NOW, THEREFORE, BE IT RESOLVED, by the Grand Lake St. Marys LFA that:

- 1) The Board of Directors documents the receipt of the aforementioned bids for the construction of the Gilliland Nature Preserve Wetland/Natural Area Development; and,
- 2) The Board of Directors accepts the bid submitted by Fenson Contracting, LLC. in the amount of Fifty Thousand Four Hundred Thirty-Two and 50/100 Dollars (\$50,432.50); and
- 3) The project manager together with Administrator/Clerk Kim Everman are directed to obtain from the successful bidder: an executed contract, performance bond, certificate of insurance, and all other documents specified in the project manual or required by law; and
- 4) Upon completion of the contract review by Ohio EPA and upon receipt of the documents delineated in Item 3, Jerry Laffin is hereby authorized to sign the contract between Grand Lake St. Marys LFA and Fenson Contracting, LLC. for the Gilliland Nature Preserve Wetland/Natural Area Development Project along with any other documents required for said Project.

Mr. Rick Muhlenkamp seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA

Jerry Laffin yes
Mr. Jerry Laffin

Dr. Greg Homan yes
Mr. Rick Muhlenkamp

Dr. Greg Homan yes
Dr. Greg Homan

David Bambauer yes
Mr. David Bambauer

John Bergman yes
Mr. John Bergman

Douglas Spencer yes
Mr. Douglas Spencer

Motion carried.

Adopted this 26th day of January, 2021.

ATTEST: *Kim Everman*
Kim Everman, Administrator/Clerk
Board of Mercer County Commissioners