

**IN THE MATTER OF FIXING DATE, TIME AND PLACE FOR FINAL HEARING ON ENGINEER'S REPORTS, ON ESTIMATED ASSESSMENTS, ON THE PROCEEDINGS FOR THE MIAMI-ERIE CANAL DITCH PROJECT.**

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The Board of Auglaize County Commissioners met in regular session on the 16th day of September 2010.

Commissioner Bergman moved the adoption of the following

**RESOLUTION**

**WHEREAS**, on September 2, 2010, Auglaize County Design Engineer Matt Quinter met with the Board of County Commissioners, presenting the Engineer's reports, reviewing plans and assessments for the Miami-Erie Canal Ditch Project commencing at a point located on the north side of the bridge across the Miami and Erie Canal of First Street in the Village of Minster. From this point, follow along the existing Miami and Erie Canal in a northerly direction thru the Village of Minster approximately 1.0 miles to the intersection of the Miami & Erie Canal and Seventh Street. Thence along the existing Miami and Erie Canal approximately 0.5 miles to the intersection of the Miami and Erie Canal and State Route 119 and there to terminate; and,

**WHEREAS**, the Board approved the presentation; and,

**WHEREAS**, a request was made by Eng. Quinter that the Board set a date, time and place for the final hearing on said project.

**THEREFORE BE IT RESOLVED**, the Board of County Commissioners, of Auglaize County, Ohio does hereby approve the proposed plans and assessment schedule for the Miami-Erie Ditch and does hereby set October 21, 2010 at 6:00 p.m. in the Large Meeting Room at the Minster Middle School, 50 E. Seventh Street, Minster, Ohio, for the final hearing on the Engineer's reports and estimated assessments for the Miami-Erie Canal Project.

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

Adopted this  
16th day of  
September, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula , yes  
Don Regula

John N. Bergman , yes  
John N. Bergman

Absent , \_\_\_\_\_  
Douglas A. Spencer

✓cc: County Engineer

**IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENT FOR AUGLAIZE COUNTY DEPARTMENT OF SOLID WASTE FUND.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of September, 2010.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, it has been brought to the attention of the Board of County Commissioners that a budget adjustment is needed for the Solid Waste Fund; same being:

CSEA Fund

<b>Amount:</b>	<b>From:</b>	<b>To:</b>
\$ 8,000.00	004.0004.530601 (Cost Allocation)	004.0004.530600 (Contract Services)

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

Adopted this  
16th day of  
September, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

Absent  
Douglas A. Spencer

cc: County Auditor  
Solid Waste – Dave Reichelderfer

**IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO ISSUE A WARRANT TO VILLAGE OF WAYNESFIELD FROM THEIR PERMISSIVE LICENSE PLATE TAX FUND AS RECOMMENDED BY THE COUNTY ENGINEER.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of September, 2010.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the following letter of request was submitted to the Board of County Commissioners by Doug Reinhart, County Engineer:

The Village of Waynesfield has provided to me a paid invoice for \$17,500 for improvements to streets during 2010 which qualifies for Permissive License Plate Tax reimbursement. Please authorize the Auglaize County Auditor to reimburse the Village of Waynesfield the amount of \$17,500 that currently exists in their Permissive License Plate Fund.

S/Douglas Reinhart  
Douglas Reinhart, P.E., P.S.  
Auglaize County Engineer

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, respective of Engineer Reinhart's request, does hereby authorize the County Auditor to issue a warrant in the amount of \$17,500.00 made payable to the Village of Waynesfield with funds to be drawn from their Permissive License Plate Tax Fund.

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

Adopted this  
16th day of  
September, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula yes  
Don Regula

John N. Bergman yes  
John N. Bergman

Absent  
Douglas A. Spencer

cc:  County Engineer  
 County Auditor  
 Village of Waynesfield

**IN THE MATTER OF RATIFYING THE PROMOTION OF GRETA ARNETT AT THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.**

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The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 16th of September, 2010.

Commissioner Bergman moved the adoption of the following

**RESOLUTION**

**WHEREAS**, Michael S. Morrow, Director of the Auglaize County Department of Job & Family Services, informed the Board that the following position has been posted and an interview conducted and a candidate selected from within the Agency to fill said position; and

**WHEREAS**, the Board was requested to authorize the following promotion for so stated position as follows:

- **Due to the retirement of Lena Goldenetz, Greta Arnett is to be promoted from Eligibility/Referral Supervisor 1 to Eligibility/Referral Supervisor 2, effective September 16, 2010 at an hourly rate of pay of \$21.00.**

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby ratify the promotion of the employee at the Auglaize County Department of Job and Family Services as so requested in accordance with the specifications as mentioned above.

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

Adopted this  
16th day of  
September, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

Absent  
Douglas A. Spencer

- ✓ cc: Auglaize County Department of Job & Family Services
- ✓ Deputy Auditor Clerk

IN THE MATTER OF AUTHORIZING THE EXECUTION OF A WORK EXPERIENCE PROGRAM AGREEMENT WITH FAMILY LIFE CENTER OF AUGLAIZE COUNTY AND THE OHIO DEPARTMENT OF JOB & FAMILY SERVICES .

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of September, 2010.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

WHEREAS, the Ohio Department of Job & Family Services has created the Work Experience Program which is to provide work experience for OWF, ABAWDs and FSET participants in an employment environment, that would provide them the opportunity to acquire or upgrade general work skills, training, knowledge and work habits. The mail goal of the program is to move participants to self-sufficiency through employment. The CDJFS and Family Life Center agree that as a condition of this agreement, there shall be no discrimination against any participant on the basis of race, color, national origin, sex, or handicap or any other factor as specified by federal and state laws regarding discrimination; and,

WHEREAS, this agreement shall be become effective on September 1, 2010 and will expire on August 31, 2015.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the execution of the Work Experience Program Agreement negotiated with the Ohio Department of Job & Family Services.

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

Adopted this  
16th day of  
September, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula yes  
Don Regula

John N. Bergman yes  
John. N. Bergman

Absent  
Douglas A. Spencer

cc: Auglaize County Department  
of Job & Family Services

IN THE MATTER OF AUTHORIZING THE EXECUTION OF A WORK EXPERIENCE PROGRAM AGREEMENT WITH MERCY UNLIMITED, INC. AND THE OHIO DEPARTMENT OF JOB & FAMILY SERVICES .

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of September, 2010.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

WHEREAS, the Ohio Department of Job & Family Services has created the Work Experience Program which is to provide work experience for OWF, ABAWDs and FSET participants in an employment environment, that would provide them the opportunity to acquire or upgrade general work skills, training, knowledge and work habits. The main goal of the program is to move participants to self-sufficiency through employment. The CDJFS and Mercy Unlimited, Inc. agree that as a condition of this agreement, there shall be no discrimination against any participant on the basis of race, color, national origin, sex, or handicap or any other factor as specified by federal and state laws regarding discrimination; and,

WHEREAS, this agreement shall become effective on September 1, 2010 and will expire on August 31, 2015.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the execution of the Work Experience Program Agreement negotiated with the Ohio Department of Job & Family Services.

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

Adopted this  
16th day of  
September, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula . yes  
Don Regula

John N. Bergman . yes  
John. N. Bergman

Absent . \_\_\_\_\_  
Douglas A. Spencer

cc: Auglaize County Department  
of Job & Family Services

**IN THE MATTER OF APPROVING THE CONTRACT WITH POGGEMEYER DESIGN GROUP, INC. FOR PROFESSIONAL SERVICES FOR THE ADMINISTRATION AND IMPLEMENTATION OF FY 2010 COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP) GRANT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of September, 2010

Commissioner Bergman moved the adoption of the following

**RESOLUTION**

**WHEREAS**, the State of Ohio, Department of Development, Office of Housing and Community Partnership, provides financial assistance to local governments for the purpose of addressing local housing needs; and,

**WHEREAS**, the Auglaize County Board of County Commissioners has received a grant from the Ohio Office of Housing and Community Partnerships under the Small Cities Community Development Block Grant Community Housing Improvement Program (CHIP) for FY 2010 and,

**WHEREAS**, Poggemeyer Design Group, Inc. has submitted a letter contract to the Board for said firm to provide professional planning services to assist the County, for the maximum fee of \$110,900.00, with the administration and implementation of its FY 2010 CHIP Grant; and,

**WHEREAS**, the Board of County Commissioners has reviewed the contract finding same to be in order and reasonable.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the letter contract for professional planning services of Poggemeyer Design Group, Inc. for the administration and implementation of the FY 2010 CHIP Grant at the terms so specified in said contract; and,

**BE IT FURTHER RESOLVED** that said Board authorizes the President of the Board, Don Regula, to execute said letter contract.

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

Adopted this  
16th day of  
September, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula, yes  
Don Regula

John N. Bergman, yes  
John N. Bergman

Absent  
Douglas A. Spencer

cc: Poggemeyer Design Group, Inc.  
County Administrator



September 2, 2010

Mr. Joseph Lenhart  
County Administrator  
Auglaize County Board of Commissioners  
209 South Blackhoof Street, Room 201  
Wapakoneta, Ohio 45895

Re: Proposed FY2010 CHIP Administrative Contract  
Job No.: 3510-064

Dear Mr. Lenhart:

Poggemeyer Design Group, Inc. (PDG) is providing this letter contract for your review and consideration. PDG proposes to provide professional planning services to assist the County with the administration and implementation (project soft costs) of its FY2010 CHIP Grant (hereinafter referred to as the "project").

The County shall be responsible for providing a detailed summary of the requirements for the project, including any special considerations or services needed.

Basic services proposed under this contract will consist of administering and implementing the County's FY2010 CHIP Grant as outlined in the April 1, 2010 CHIP Grant Application and subsequent executed grant agreement between the County and the State of Ohio's Office of Housing and Community Partnerships. Specifically, PDG will provide CHIP technical assistance to County staff for the duration of the CHIP grant period with regard to federal program and OHCP regulations. PDG will also be responsible for the following: preparation of the environmental review record document; CHIP loan intake and processing functions as well as SAFE Act mortgage loan disclosure compliance; providing preliminary and full property inspections; performing, when applicable, lead-based paint risk assessments with related reports; coordinating pest inspections; preparing rehabilitation work specifications; preparing in-house cost estimates; scheduling and convening contractor walk-throughs; preparing contractor invitations to bid; carrying out construction management, including preparation of change order(s) and payment request(s) documentation; performing lead-based paint clearances with related reports; preparing punch lists; obtaining contractor release of liens and warranties; handling fair housing outreach and training sessions; and assisting with the preparation of status/performance reports associated with the CHIP.

If you believe that revisions and/or additional discussions/clarifications are necessary concerning the scope of this project and/or the services which our firm will provide, please contact this office as soon as possible.

PDG will complete these services following execution of this grant agreement in the time frame required for the FY2010 CHIP Grant Period which is twenty-eight (28) months (from September 1, 2010 and December 31, 2012).

Our proposed fee for providing these basic services is a time and expense fee based on PDG's current hourly rate schedule with a maximum estimated fee of **\$110,900** including reimbursables. The breakdown of estimated costs are listed below:

• Private Rehabilitation (9 units) .....	\$49,250
• Private Rehabilitation (1 unit-Prg. Inc) .....	\$ 5,000
• Home Repair (6 units) .....	\$10,650
• Environmental Review Record Document .....	\$ 4,000
• Fair Housing .....	\$ 4,000
• General Administration & Walk Away Costs .....	\$38,000







Mr. Joseph Lenhart  
September 1, 2010  
Page 2

Should additional work activities be required which are not included in the basic services described above or if the County's CHIP Grant is extended beyond the December 31, 2012 date, PDG would be able to provide additional services based on its current hourly rate schedule.

PDG will provide monthly invoices for services, with payments being due within thirty (30) days of receipt to avoid potential finance charges.

PDG will begin work on the project upon receipt of this executed letter contract and will complete its services within the time frame specified above.


This proposed letter contract, with Exhibits A (2 pages), B (1 page), C (1 page), and D (1 page) represents the entire agreement between PDG and the County in respect to the project and may only be modified in writing after agreement by both parties. If this letter contract accurately reflects your understanding of our agreement, please sign the original and enclosed copy of this letter contract in the space provided below and return the original to PDG. This contract will be open for acceptance until September 30, 2010 unless adjusted by PDG or the County in writing.

If there are any questions, please do not hesitate to contact this office.

Sincerely,

POGGEMEYER DESIGN GROUP, INC.

  
Paul Z. Tecpanecatl, AICP  
Principal Owner

  
Troy L. Sonner, P.E.  
Principal Owner

Accepted this 16 day of Sept, 2010 by the undersigned who is duly and legally authorized to enter into such legal contracts for the above-referenced entity.

By:

  
\_\_\_\_\_

Title:

President Becca  
\_\_\_\_\_



**EXHIBIT B**

**1. CERTIFICATE OF OWNER'S ATTORNEY**

I, \_\_\_\_\_, the undersigned, duly authorized and acting legal representative of \_\_\_\_\_, do hereby certify as follows:

I have examined the attached contract and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have fully power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Date: \_\_\_\_\_

Seal:

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**2. CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS**

Attest: I, \_\_\_\_\_, Clerk/Auditor of \_\_\_\_\_ hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of this contract and is in the treasury of \_\_\_\_\_, or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Date: \_\_\_\_\_

Seal:

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

**GOVERNMENT BUSINESS AND FUNDING CONTRACTS**  
In accordance with section 2909.33 of the Ohio Revised Code

**DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION**

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

**COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR**

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

**COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION**

BUSINESS/ORGANIZATION NAME		PHONE	
Poggemeyer Design Group, Inc.		(419) 352-7537	
BUSINESS ADDRESS			
1168 North Main Street			
CITY	STATE	ZIP	COUNTY
Bowling Green	Ohio	43402	Wood
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE
Paul Z. Tecpanecatl, AICP			Principal Owner

**DECLARATION**

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  Yes  No
- Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?  Yes  No

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

**CERTIFICATION**

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

APPLICANT SIGNATURE	DATE
X <i>Paul Z. Tecpanecatl</i>	09/02/2010



**EXHIBIT D  
POGGEMEYER DESIGN GROUP, INC.  
2007-2010 HOURLY RATES - PROFESSIONAL SERVICES**

Managing Principal .....	\$131.75
Principal Owner/Associate Owner .....	\$126.75
Executive VP/Department Manager/Senior VP .....	\$124.25
Vice President .....	\$122.25
Project Manager .....	\$119.25
Project Engineer .....	\$107.75
Engineer/Designer .....	\$107.75
Engineer Intern .....	\$81.00
Project Architect .....	\$107.75
Architect/Designer .....	\$101.75
Architect Intern .....	\$81.00
Landscape Architect/Designer .....	\$107.75
Landscape Architect Intern .....	\$81.00
Design Technician T-3 .....	\$105.75
Design Technician T-2 .....	\$94.75
Design Technician T-1 .....	\$81.25
Draftperson D-3 .....	\$74.50
Draftperson D-2 .....	\$51.75
Draftperson D-1 .....	\$38.00
Interior Designer ID-2 .....	\$81.00
Interior Designer ID-1 .....	\$69.50
Project Developer .....	\$105.75
Project Administration .....	\$94.75
Project Coordinator PC-2 .....	\$104.50
Project Coordinator PC-1 .....	\$84.00
Project Planner .....	\$101.75
Planner .....	\$81.00
Community Development Specialist CD-2 .....	\$90.00
Community Development Specialist CD-1 .....	\$67.75
Grantswriter G-2 .....	\$60.75
Grantswriter G-1 .....	\$49.50
Housing Specialist HS-2 .....	\$69.50
Housing Specialist HS-1 .....	\$51.75
Housing Inspector .....	\$67.50
System Administrator .....	\$79.00
Assistant MIS Administrator .....	\$43.75
Resource Assistant .....	\$51.75
Administrative Support .....	\$54.00
Graphic Design .....	\$67.50
Surveyor/Crew Leader .....	\$96.75
Survey/Draft Assistant .....	\$38.00
Survey Crew w/Robotics .....	\$114.50
Instrument Person .....	\$54.00
Project Representative .....	\$49.50
Project Observer .....	\$69.50
Observer .....	\$59.50
College Intern C-2 .....	\$28.75
College Intern C-1 .....	\$19.75

Mileage @ \$0.40 per mile

**NOTE:**

- Reimbursable Expenses including Irons, Stakes, Lath, Phone, Printing, Photos and Miscellaneous, and Subcontracts at actual cost. No minimum charges applicable.
- These hourly rates shall be adjusted annually in February of each year through the course of the contract.
- Includes CADD equipment.

**IN THE MATTER OF ENTERING INTO AN AGREEMENT WITH ROSEBUD COMMERCIAL PROPERTIES LLC FOR LEASE OF OFFICE SPACE FOR AUGLAIZE COUNTY OFFICES.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 16th day of September, 2010.

Commissioner Bergman moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board of County Commissioners is in need of finding office space during the Courthouse renovation and office space being found in the Office Building and Four (4) Off-street Parking Spaces at 201 W. North Street, St. Marys, Ohio; and,

**WHEREAS**, a lease agreement for the term of October 1, 2010 and continuing until May 30, 2012, has been drafted by Rosebud Commercial Properties, LLC, owner of the Office Building, to accommodate the housing of said Auglaize County Offices; terms of said lease are agreeable with the Board of County Commissioners; and,

**WHEREAS**, a monthly rental amount of \$700.00 shall be due in advance on the first day of each calendar month during the lease term payable to Rosebud Commercial Properties, LLC. All rental costs will be the responsibility of the office of the Board of Auglaize County Commissioners.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the lease agreement, as presented by Rosebud Commercial Properties, LLC; and,

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

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

**BE IT STILL FURTHER RESOLVED**, that a copy of said lease agreement be hereto attached and thus become a part of this Resolution.

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

Adopted this  
16th day of  
September, 2010

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

Don Regula yes  
Don Regula

John N. Bergman yes  
John N. Bergman

Absent  
Douglas A. Spencer

cc: Rosebud Commercial Properties

## COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective October 1, 2010 or as agreed upon by both parties, by and between Rosebud Commercial Properties LLC ("Landlord") and Auglaize County Commissioners ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 201 W. North Street, St. Marys, OH 45885 and legally described as follows (the "Building"): Office Building and Four (4) Offstreet Parking Spaces, K320010800 and K320010900 [Legal Description of Building].

Landlord makes available for lease of the Building designated as 201 W. North Street, St. Marys, OH (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

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

### 1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning October 1, 2010 [Start Date] and ending May 31, 2012 [End Date] and month to month thereafter as agreed upon by both parties. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease on a month to month basis. Tenant shall exercise such renewal option, if at all by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

### 2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of \$14,000.00 (Fourteen thousand dollars), payable in installments of \$700.00 (Seven hundred dollars) [Monthly Rental Amount] per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at: PO Box 299, St. Marys, OH 45885 [Landlord's Designated Payment Address] or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant shall also pay to Landlord a "Security Deposit" in the amount of \$N/A [Security Deposit].

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be \$700.00 (Seven hundred dollars) per month.

C. If the monthly rental amount is received after the fifth (5<sup>th</sup>) day of the month, the Landlord will charge and Tenant agrees to pay a \$50.00 late fee which is payable immediately. Neither ill health, loss of job, financial emergency or other excuse will be accepted for late payment. In the event Tenant's check is dishonored and returned from the bank unpaid for any reason, Tenant agrees to pay an additional sum of \$35.00. Returned checks will be considered late and also subject to the late payment fee of \$50.00.

### 3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

#### **4. Sublease and Assignment.**

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

#### **5. Repairs.**

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

#### **6. Alterations and Improvements.**

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. 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 premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. 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.**

Landlord shall pay, 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 Landlord'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 of Tenant or any of Tenant's agents, employees or invitees, rent 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. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord 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 and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

## **9. Utilities.**

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

## **10. Signs.**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

## **11. Entry.**

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

## **12. Parking.**

During the term of this Lease, Tenant shall have exclusive use of automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Separated structured parking, if any, located about the Building is reserved for tenants of the Building who rent such parking spaces. Tenant hereby leases from Landlord 4 **Offstreet Parking Spaces** [Number of Parking Spaces] spaces in such structural parking area, such spaces to be on a first come-first served basis. Rental for said parking spaces is included in the Rental Amount set forth in Item 2 above for the term of this agreement.

## **13. Building Rules.**

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes. NO RULES ARE ATTACHED.

## **14. Damage and Destruction.**

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises



are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

#### **15. Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

#### **16. Quiet Possession.**

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

#### **17. Condemnation.**

If any legally constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

#### **18. Security Deposit.**

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord 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 rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord 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 remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

#### **19. 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:

If to Landlord to:

Rosebud Commercial Properties LLC  
[Landlord]

115 N. Chestnut Street  
PO Box 299  
St. Marys, OH  
[Landlord's Address]

If to Tenant to:

Auglaize County Commissioners  
[Tenant]

209 S. Blackhoof Street  
Wapakoneta, OH 45895  
[Tenant's Address]

Landlord 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.

#### **20. Brokers.**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease. Tenant acknowledges that Bradley W. Bartlett, member of Rosebud Commercial Properties LLC an Ohio Limited Liability Corporation, is a licensed real estate broker with BW Bartlett Realty Inc. licensed in the State of Ohio.

#### **21. Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

#### **22. Memorandum of Lease.**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

#### **23. Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

#### **24. Successors.**

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

#### **25. Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

#### **26. Performance.**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the

lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the un reimbursed balance plus accrued interest to Tenant on demand.

**27. Compliance with Law.**

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

**28. Final Agreement.**

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

**29. Governing Law.**

This Agreement 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 above written.

\_\_\_\_\_  
[Landlord Signature]

  
\_\_\_\_\_  
[Tenant Signature]