

**IN THE MATTER OF AUTHORIZING THE RESIDENTIAL LEASE AGREEMENT BETWEEN GERHARDT LEPLLA AND THE BOARD OF AUGLAIZE COUNTY COMMISSIONERS.**  
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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 26th day of September, 2017.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, a residential lease agreement between the Board of Auglaize County Commissioners (“Landlord”) and Gerhardt Leppla (“Tenant”) and terms of said lease are agreeable for the county owned property located at the Auglaize County Fairgrounds commonly referred to as the caretaker’s house (“Property”); and,

**WHEREAS**, said lease agreement shall commence on September 30, 2017 and shall continue as a lease for term. The termination date shall be on October 31, 2017 at 11:59 p.m.

- Tenant shall pay \$333.00 per month as Rent for the Term of the Agreement.
- Tenant will pay \$30.00 to Landlord for each check received and returned as insufficient fund or if Tenant stop payment.
- Tenant shall be responsible for the payment of the following utility expenses: phone, cable/satellite television and propane charges incurred during the Tenant’s occupancy of the premises.
- The Property shall be used and occupied solely by Tenant and Tenant’s immediate family.
- Tenant stipulates, represents and warrants that Tenant has examined the Property, and that they are at the time of this Lease in good order, repair and in a safe, clean and tenable condition.
- Tenant shall not assign the Lease Agreement, or sublet or grant any license to use the Property or any part thereof without the prior written consent of Landlord.
- Tenant shall make no alterations to the buildings or improvements on the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord.
- Tenant shall not keep on the Property any hazardous materials.
- Tenant will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease Agreement.
- There will be no animals.

**THEREFORE, BE IT RESOLVED**, that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize and does hereby execute the residential lease agreement with Gerhardt Leppla for the county owned property located at the Auglaize County Fairgrounds at the terms so stated above.

Commissioner Spencer 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  
September, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

✓ cc: Gerhardt Leppla

## Residential Lease Agreement

**THIS RESIDENTIAL LEASE AGREEMENT** (hereinafter referred to as the "Lease Agreement") is made and entered into this 26th day of September, 2017, by and between the Board of County Commissioners of Auglaize County, Ohio (hereinafter referred to as "Landlord") and Gerhard Leppla (hereinafter referred to as "Tenant").

**WHEREAS**, Tenant has been a long term employee of Landlord; and

**WHEREAS**, Tenant has delivered his retirement notice to Landlord and Landlord has accepted such notice; and

**WHEREAS**, Tenant has requested to continue staying in the Property beyond his current retirement date; and

**WHEREAS**, the Landlord is amenable to this short term arrangement.

**NOW THEREFORE**, in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **PROPERTY**. Landlord owns certain real property and improvements located at the Auglaize County Fairgrounds and more commonly referred to as the caretaker's house (hereinafter referred to as the "Property"). Landlord desires to lease the Property to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Property from Landlord on the terms and conditions as contained herein.

2. **TERM**. This Lease Agreement shall commence on September 30, 2017 and shall continue as a lease for term. The termination date shall be on October 31, 2017 at 11:59 PM. Upon termination date, Tenant shall be required to vacate the Property unless one of the following circumstances occur:

- i. Landlord and Tenant formally extend this Lease Agreement in writing or create and execute a new, written, and signed Lease Agreement; or
- ii. Landlord willingly accepts new Rent from Tenant, which does not constitute past due Rent.

In the event that Landlord accepts new rent from Tenant after the termination date, a month-to month tenancy shall be created. If at any time either party desires to terminate the month-to month tenancy, such party may do so by providing to the other party written notice of intention to terminate at least 30 days prior to the desired date of termination of the month-to-month tenancy. Notices to terminate may be given on any calendar day, irrespective of Commencement Date. Rent shall continue at the rate specified in this Lease Agreement, or as allowed by law. All other terms and conditions as outlined in this Lease Agreement shall remain in full force and effect. Time is of the essence for providing notice of termination (strict compliance with dates by which notice must be provided is required).

3. **RENT**. Tenant shall pay to Landlord the sum of \$333.00 per month as Rent for the Term of the Agreement. Due date for Rent payment shall be the first day of each calendar month and shall be considered advance payment for that month. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent.

- A. Returned Checks. In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$30.00 to Landlord for each such check, plus late

charges, as described above, until Landlord has **received** payment. Furthermore, Landlord may require in writing that Tenant pay all future Rent payments by cash, money order, or cashier's check.

B. Order in which funds are applied. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to rent, regardless of any notations on a check.

C. Rent Increases. There will be no rent increases through the Termination Date. If this lease is renewed automatically on a month to month basis, Landlord may increase the rent during the renewal period by providing written notice to Tenant that becomes effective the month following the 30th day after the notice is provided.

4. **DISCHARGE OF UTILITY CHARGES.** Tenant shall be responsible for the payment of the following utility expenses: phone, cable/satellite television and propane charges incurred during the Tenant's occupancy of the premises; and will promptly pay all obligations incurred in the maintenance or improvement of premises. Upon termination of the Lease Agreement Tenant will be credited the amount of propane left in the tank following an official reading by the propane supplier.

**DEDUCTIONS.** Landlord may deduct reasonable charges from the propane refund for:

- (1.) Unpaid or accelerated rent;
- (2.) Late charges;
- (3.) Unpaid utilities;
- (4.) Costs of cleaning, deodorizing, and repairing the Property and its contents for which Tenant is responsible;
- (5.) Insufficient light bulbs;
- (6.) Packing, removing, and storing abandoned property;
- (7.) Other items Tenant is responsible to pay under this Lease.

If deductions exceed the propane refund, Tenant will pay to Landlord the excess within ten days after Landlord makes written demand.

5. **CONDITION OF PROPERTY/ INSPECTION OF PROPERTY.** Tenant stipulates, represents and warrants that Tenant has examined the Property, and that they are at the time of this Lease and during the Tenant's entire occupancy of the Property, in good order, repair, and in a safe, clean and tenantable condition. Tenant understands and agrees that Landlord has the right to inspect the Property before, during and following the lease term to determine the conditions of the Property and determine any damages to be assessed to the Tenant. Such damages shall be assessed based on the sole discretion of the Landlord. Landlord agrees that except in the case of emergency or if it is impracticable to do so, Landlord shall give Tenant reasonable notice of Landlord's intent to enter and enter only at reasonable times. Twenty-four hours is presumed to be a reasonable notice.

6. **USE OF PROPERTY.** The Property shall be used and occupied solely by Tenant and Tenant's immediate family, consisting of Theresa Leppla, exclusively, as a private single family dwelling, and no part of the Property shall be used at any time during the term of this Lease Agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single family dwelling. Tenant shall not allow any other person, other than Tenant's immediate family or transient relatives and friends who are guests of Tenant, to use or occupy the Property without first obtaining Landlord's written consent to such use. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Property.

7. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Lease Agreement, or sublet or grant any license to use the Property or any part thereof without the prior written consent of Landlord.
8. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Property or construct any building or make any other improvements on the Property without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Property by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Property at the expiration or earlier termination of this Lease Agreement.
9. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Property any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Property or that might be considered hazardous or extra hazardous by any responsible insurance company.
10. **MAINTENANCE, REPAIR, AND RULES.** Tenant will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
  - A. Not obstruct the driveways, sidewalks, courts, entry ways, stairs and/or halls, which shall be used for the purposes of ingress and egress only;
  - B. Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
  - C. Not obstruct or cover the windows or doors; Not leave windows or doors in an open position during any inclement weather;
  - D. Not hang any laundry, clothing, sheets, etc., from any window, rail, porch or balcony nor air or dry any of same within any yard area or space;
  - E. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
  - F. Keep all air conditioning filters clean and free from dirt;
  - G. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed.
  - H. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
  - I. Tenant's family and guests shall at all times maintain order in the Property and at all places on the Property, and shall not make or permit any loud or improper noises, or otherwise disturb other residents; Keep all radios, television sets, stereos, phonographs, etc., turned down to a level of sound that does not annoy or interfere with other residents;
  - J. Deposit all trash, garbage, rubbish or refuse in the locations provided and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
  - K. Abide by and be bound by any and all rules and regulations affecting the Property or the common area appurtenant thereto which may be adopted or promulgated by the Condominium or Homeowners' Association having control over them.
11. **ANIMALS. THERE WILL BE NO ANIMALS,** unless authorized by a separate written Pet Addendum to this Lease Agreement.
12. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Property for the term hereof.

13. **GOVERNING LAW.** This Lease Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Ohio.
14. **SEVERABILITY.** If any provision of this Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
15. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
16. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
17. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
18. **NON-WAIVER.** No delay, indulgence, waiver, non-enforcement, election or non-election by Landlord under this Lease Agreement will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.
19. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Lease Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
20. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be delivered to Tenant at the Property address, and to Landlord at the following address:  
209 S. Blackhoof Street, Room 201, Wapakoneta, OH 45895.


**In Witness Whereof**, the parties hereto have set their hands this 21<sup>st</sup> day of September, 2017.

Executed in the presence of:

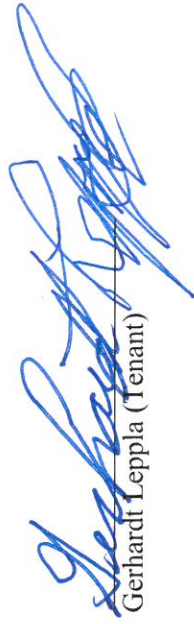
  
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\_\_\_\_\_  
John N. Bergman (Landlord)

  
\_\_\_\_\_  
Douglas A. Spencer (Landlord)

  
\_\_\_\_\_  
Don Regula (Landlord)

  
\_\_\_\_\_  
Gerhardt Leppia (Tenant)

**IN THE MATTER OF AUTHORIZING THE PURCHASE OF SWITCHES FOR THE SHERIFF'S OFFICE  
FROM PERRYPROTECH AS REQUESTED BY INFORMATION TECHNOLOGY MANAGER.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 26th day of September, 2017.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Cameron Ruppert, County Information Technology Manager, met with the Board of County Commissioners expressing the need to obtain switches at the Sheriff's Office for the County's computer system; and,

**WHEREAS**, Mr. Ruppert presented a quotation submitted by PerryproTech to purchase the switches for the Sheriff's Office at the total cost of \$20,281.59.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the purchase, from PerryproTech for the switches as noted above at the total cost of \$20,281.59.

Commissioner Sauer 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  
September, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman  
John N. Bergman

Douglas A. Spencer  
Douglas A. Spencer

Don Regula  
Don Regula

✓ cc: IT Manager – Cameron Ruppert

**IN THE MATTER OF ADOPTING THE WORK SUPPORT PROGRAM FOR THE AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES PURSUANT TO ORC 5108.01 THROUGH 5208.10.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 26th day of September, 2017.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, pursuant to Ohio Revised Code 5108.01 through 5208.10, the Work Support Program (WSP) must be adopted for the Auglaize County Department of Job and Family Services; and,

**WHEREAS**, Michael Morrow, Director of Auglaize County Department of Job and Family Services has submitted to the Board of County Commissioners a WSP Plan for Auglaize County; and,

**WHEREAS**, said Work Support Program (WSP) includes Temporary Assistance for Needy Families (TANF) which is a Federal funding source designed to help need family achieve self-sufficiency. To carry out this mission, programs have been established to accomplish the four purposes of TANF. These are: 1) Assisting needy families so that children can be cared for in their own homes, 2) Reduce the dependency of needy parents by promoting job preparation, work and marriage, 3) Preventing out-of-wedlock pregnancies, 4) Encouraging the formation and maintenance of two-parent families.

The Prevention, Retention & Contingency (PRC) program has been established under Chapter 5108 of the Ohio Revised Code (ORC) utilizing TANF funding. It is designed to provide benefits and services to needy family and low-income employed families who are in need of help with essential support to move out of poverty and become self-sufficient. The PRC program provides flexibility for funding a wide variety of employment and training activities, supportive services, and benefits that will enable individuals to obtain employment, maintain employment, and improve economic circumstances. The supports provided under the PRC program are limited to non-recurrent, short-term, crisis oriented benefits and ongoing services which do not meet the federal definition of assistance. Non-recurrent, short-term assistance addresses discrete crisis situations that do not provide for needs extending beyond four months. These benefits and services may encompass more than one payment per year, as long as the payment provides short-term relief and resolves a discrete crisis situation rather than meeting recurrent needs. These benefits and services are consistent with the federal definition of "non-assistance" as found in 45 CFR 260.31(b); and,

**WHEREAS**, Director Morrow requested that the Board approve and execute the Work Support Program (WSP), as presented, effective October 1, 2017 to September 30, 2019.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Work Support Program (WSP) Plan as presented by Auglaize County Department of Job & Family Services Director; and,

**BE IT FURTHER RESOLVED** that this Program is effective as of October 1, 2017 to September 30, 2019; and,

**BE IT FURTHER RESOLVED** that the Board hereby authorizes the execution of said program document.

Commissioner Spencer 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  
September, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

✓ cc: Auglaize County Department  
of Job & Family Services

**IN THE MATTER OF AUTHORIZING A HOUSING REHABILITATION PROJECT UNDER THE C.H.I.P. PROGRAM.**

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The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 26th day of September, 2017.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

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

**WHEREAS**, the following home repair project is ready to proceed:

Applicant: Julie Gossard                          614 Ellen Street, Wapakoneta, Ohio  
Project Cost: \$5,900.00                          (CDBG Funds) B-C-16-1AF-1  
(Home Repair)

Contractor: Don's Heating, Plumbing & Electric

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners does hereby authorize the housing project as noted above.

Commissioner Spencer 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 September, 2017

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

Don Regula, yes  
Don Regula

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



**IN THE MATTER OF FIXING DATE, TIME AND PLACE FOR FINAL HEARING ON ENGINEER'S REPORTS, ON ESTIMATED ASSESSMENTS, ON THE PROCEEDINGS FOR THE FISHER #2 JOINT DITCH IMPROVEMENT WITH MERCER COUNTY.**

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The Joint Board of Auglaize and Mercer County Commissioners met in regular session on the 26th day of September, 2017.

Auglaize County:

Don Regula present  
Douglas A. Spencer present  
Roger Tuttle present  
Acting Co. Commissioner

Mercer County:

Jerry Laffin present  
Greg Homan present  
Rick Muhlenkamp present

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on July 27, 2017, Resolution 17-307, the Joint Board of Auglaize County and Mercer County Commissioners did find for the Fisher #2 Joint County Ditch Project as petitioned by John Bergman and others, directing the Auglaize County Engineer to proceed with the necessary survey for the proposed improvement, plans for the structures, maps showing the location of the land proposed to be assessed, and profiles showing the cuttings and gradient of the improvement, and make an estimate of the cost of the construction of the improvement; which shall include actual construction cost, the cost of engineering, and the cost of notices, publication and other incidental expenses; and set proper construction stakes, and perform such other duties as required by Section 6131.14 of the Ohio Revised Code and setting the date of September 26, 2017 at 10:00 a.m. as the date and time for the filing of the Engineer's Reports and findings; and,

**WHEREAS**, the Auglaize County Engineer's staff is prepared, at this time, to present the Engineer's Reports and plans, proposed assessments, etc. for said Joint Ditch project to the Joint Board of Auglaize County and Mercer County Commissioners and,

**WHEREAS**, this date, September 26, 2017, was agreeable with both Boards of County Commissioners for the Engineer's Reports presentation; and,

**WHEREAS**, Auglaize County Engineer Doug Reinhart and Drainage Technician TJ Place met with the Joint Board of Auglaize and Mercer County Commissioners, presenting the Engineer's report, reviewing plans and proposed assessments for the Fisher #2 Joint Ditch improvement; and,

**WHEREAS**, the Joint Board of County Commissioners approved the presentation of the County Engineer; and,

**WHEREAS**, Engineer Reinhart requests that the Joint Board set a date, time and place for the final hearing on said project; and,

**THEREFORE BE IT RESOLVED**, the Joint Board of Auglaize and Mercer County Commissioners, does hereby set November 16, 2017 at 10:30 a.m. in the Assembly Room of the Auglaize County Administration Building 209 South Blackhoof Street, Wapakoneta, Ohio, for the final hearing on the Engineer's reports and estimated assessments for the Fisher #2 Joint Ditch improvement.

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

Adopted this 26th day September, 2017

**BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY**

Don Regula yes  
Don Regula  
Douglas A. Spencer yes  
Douglas A. Spencer  
Roger Tuttle yes  
Roger Tuttle

**BOARD OF COUNTY COMMISSIONERS  
MERCER COUNTY:**

Jerry Laffin  
Jerry Laffin  
Greg Homan  
Greg Homan  
Rick Muhlenkamp  
Rick Muhlenkamp

cc: Auglaize County Engineer  
Mercer County Engineer  
Mercer County Commissioners