

## Minutes for Tuesday, November 3, 2015

Mr. Jerwers moved to approve the minutes from Friday, October 30, 2015.

Mr. Love seconded the motion.

Vote: Mr. Jerwers yes Mr. Schroeder yes Mr. Love yes

Mr. Jerwers moved to approve the following lease of 3 bays in the garage of the former Putnam Acres Care Center.

### **LEASE...3 BAYS**

This Lease is made and executed in duplicate by and between The Board of County Commissioners of Putnam County, Ohio, 245 E. Main Street, Suite 101, Ottawa, Ohio 45875, "Landlord", and Morman's Lawn Care, Inc., 11183 Ottawa Drive, Ottawa, Ohio 45875, "Tenant", collectively, the "Parties".

#### **RECITALS**

- A. Whereas, the Landlord owns a four (4) bay garage located at the closed Putnam Acres Care Center, 10170 Twp. Rd. 5-H, Ottawa, Ohio; and
- B. Whereas, Morman's Lawn Care is interested in leasing three (3) bays in the garage at a rate of Two Hundred and Twenty-five Dollars (\$225.00) per month; and
- C. Whereas, the Landlord and Tenant have entered into an initial verbal agreement for lease of the Premises, as set forth above, and the Board of County Commissioners of Putnam County, Ohio, have passed a resolution outlining the same; and
- D. Whereas, the Parties now wish to enter into a formal written Lease Agreement will be a complete embodiment of their agreement as outlined in said Resolution.

#### **AGREEMENT**

Therefore, the Parties agree as follows:

##### **Section I: PREMISES**

The Landlord does hereby lease to Tenant for the term and upon the conditions hereinafter set forth the premises, known for street numbering purposes, as 10170 Twp. Rd. 5-H, Ottawa, Putnam County, Ohio, to-wit: a portion of that property which consists of three (3) bays in the garage.

##### **Section II: TERM**

The term of this Lease shall commence on November 1, 2015, and will continue on a month to month basis, and unless terminated or extended, and in accordance herewith, shall end on December 31, 2016.

Each Party shall have the option and privilege to renew this Lease for additional months at the termination of the original one (1) year period under the same terms and conditions upon the Tenant giving at least sixty (60) days written notice prior to the expiration of said term to the Landlord of their intention to do so.

##### **Section III: TERMINATION**

All of the terms and conditions of this Agreement shall apply and continue during the term of the Lease until said Lease is terminated. Said Lease shall be terminated upon either party giving written notice to the other at least 60 days prior to the date of the anticipated termination of this Agreement.

##### **Section IV: RENT**

During the term of this Lease, the rent shall be Two Hundred and Twenty-five Dollars (\$225.00) per month and shall be payable at the address herein provided for giving notice to the Landlord in advance commencing on the 1st day of November, 2015 and continuing on the 1st day of each month thereafter during the term of this Lease. The parties further agree that the Tenant shall be given a seven (7) day grace period for the payment of said rent and any payment made after said grace period shall be deemed to be a late payment.

**Section V: UTILITIES**

The Landlord will be responsible for lighting costs.

**Section VI: USE OF PREMISES**

The Tenant shall not commit or allow to be committed, any waste on the premises, create or allow a nuisance to exist on the premises or use or allow the premises to be used for any unlawful purpose. The Tenant further agrees that the premises shall be used and occupied in a cheerful, safe, and proper manner and shall return said premises in as good as condition and repair as the same shall have been at the commencement of the term, natural wear and tear accepted.

**Section VII: INSURANCE**

Landlord agrees that it will provide liability and property insurance on the building and that Tenant will provide insurance for all the contents owned by them.

**Section VIII: LANDLORD'S RIGHT TO INSPECT, REPAIR, AND MAINTAIN PREMISES**

Landlord reserves the right to enter the premises at reasonable times to inspect, repair, and/or maintain said premises. Said inspections, repairs and/or maintenance shall be done at such times as Landlord desires upon reasonable notice to the Tenant.

**Section IX: LANDLORD'S REMEDIES ON TENANT'S BREACH**

If the Tenant breaches this Lease, Landlord shall have the following remedies in addition to any other rights and remedies under the law in such event:

A. Re-entry:

Lessor may re-enter the Premises immediately upon giving notice of said breach and remove all of Lessee's personal and property from the Premises.

Lessor may store said property in a public warehouse or at other place of Lessor's choosing at Lessee's expense or to Lessee's account.

B. Termination:

Landlord may terminate the Lease on giving thirty (30) days written notice of such termination to Tenant. Re-entry without notice of termination will not terminate the Lease.

C. Recovery for Damages:

Landlord may bring an action to recover damages for rent due or resulting from Tenant breach and for such other cause as permitted by law.

**Section X: EFFECT OF LANDLORD'S WAIVER OF COVENANTS**

Landlord's waiver of breach of one covenant or condition of this Lease is not a waiver of breach of others or of subsequent breach of the one waived. Landlord's acceptance of rental installments after breach is not a waiver of the breach except breach of the covenant to pay the rent installment or installments accepted.

**Section XI: BINDING EFFECT ON SUCCESSORS AND ASSIGNS**

This Lease and the covenants and conditions of this Lease apply to and are binding on their heirs, successors, executors, administrators, and assigns of the Parties.

Section XII: NOTICE

To Landlord: The Board of County Commissioners of Putnam County, Ohio  
245 East Main Street, Suite 101  
Ottawa, Ohio 45875

**CHECK PAYABLE TO PUTNAM COUNTY COMMISSIONERS AND MAILED TO 245 EAST MAIN STREET, OTTAWA, OHIO 45875**

To Tenant: Morman's Lawn Care, Inc.  
11183 Ottawa Drive  
Ottawa, Ohio 45875

**Section XIII: PARTIAL INVALIDITY**

In the event any clause, term, or condition of this Agreement shall be determined to be an illegal, or unenforceable, this Agreement shall remain in full force and effect as to all of the terms, conditions, and provisions.

**Section XIV: HEADINGS IN ENTIRE AGREEMENT**

The headings used in this Agreement are inserted for convenience and are not to be considered in the construction of the provisions of this Agreement. This Agreement constitutes the entire agreement of the parties and may be amended or modified only in writing signed by both parties. All prior agreements or understandings between the parties, either oral or written, are superseded by this Agreement.

Mr. Schroeder seconded the motion

Vote: Mr. Jerwers yes      Mr. Schroeder yes      Mr. Love yes

Comm. Jrl. 108, Pages 257-260

Mr. Jerwers moved the adoption of the following: Resolution:

WHEREAS, Putnam County is a member of the Western Ohio Regional Treatment and Habilitation Center (W.O.R.T.H.), a community based corrections facility located at 243 Bluelick Road, Lima, Ohio; and

WHEREAS, as a Member County it is incumbent on this Board to act in conjunction with the other Member Boards of Commissioners to reappoint the Commissioners appointment to the Facilities Governing Board; and

WHEREAS, **Kimberly Switzer**, was appointed by the Boards of County Commissioners to serve an initial three (3) year term, beginning October 12, 2006 and expiring on October 12, 2009; was reappointed for another three (3) year term beginning October 12, 2009 and expiring on October 12, 2012; and was reappointed for another three (3) year term beginning October 12, 2012 and expiring October 12, 2015; and

WHEREAS, pursuant to Section 2301.51 of the Revised Code, this Board, in conjunction with the other Member Boards of W.O.R.T.H., wish to reappoint **Kimberly Switzer** to a full three (3) year term effective October 12, 2015, and ending on October 12, 2018.

NOW, THEREFORE, BE IT RESOLVED, that this Board, as a member County, and with the collective Boards of County Commissioners, hereby reappoints **Kimberly Switzer** to the Facilities Governing Board of W.O.R.T.H. for a full three (3) year term effective October 12, 2015 and ending October 12, 2018.

BE IT FURTHER RESOLVED, that Clerk of this Board certify a copy of this Resolution to the Facilities Governing Board of the W.O.R.T.H. Center, which Resolution will be included with the Resolutions of the other eight (8) member Counties, which Resolutions collectively shall constitute the appointment of said member.

Mr. Schroeder seconded the motion

Vote: Mr. Jerwers yes      Mr. Schroeder yes      Mr. Love yes  
Comm. Jrl. 108, Page 257-260

Mr. Love moved the adoption of the following Resolution:

**WHEREAS**, It has been recommended by Technicon Design Group, architects for the renovations at the O-G Road Complex, that the following change orders be approved for Kuhlman Builders, Inc:

**CHANGE ORDER..G-045**

- 1) Labor to cut off 8 wood doors and 2 hollow metal doors.  
.....total G-045..\$451.00
- Original contract price.....\$610,823.00
- Prior change orders.....\$  
16,353.05
- Contract price prior to these change orders.....\$627,176.05
- Increase this change orders .....\$ 451.00
- Contract price with all change orders.....\$627,627.05

now therefore, be it

**RESOLVED**, The Board of County Commissioners does hereby approve the above change order as recommended by the architect, Technicon Design Group, Inc.

Mr. Schroeder seconded the motion

Vote: Mr. Jerwers yes      Mr. Schroeder yes      Mr. Love yes

Comm. Jrl. 108, Page 261

Mr. Love moved that to provide for the unanticipated revenues for the fiscal year ending December 31, 2015, the following sums be and the same are hereby appropriated for the purpose for which expenditures are to be made during the fiscal year as follows:

Fund 084, HOME  
84 AC, HOME Admin Costs.....\$2,690.62

Mr. Schroeder seconded the motion

Vote: Mr. Jerwers yes      Mr. Schroeder yes      Mr. Love yes

Comm. Jrl. 108, Page 263

Mr. Jerwers moved that the following appropriation modification be made for the year ending December 31, 2015.

For Office of Public Safety  
From....120 LIA, Liability.....to....120 UTI, Utilities.....\$3,000.00  
From....120 LIA, Liability.....to....120 OTH, Other.....\$1,000.00

Mr. Love seconded the motion

Vote: Mr. Jerwers yes      Mr. Schroeder yes      Mr. Love yes

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**Now and Then Purchase Orders.....**

**Brookhill Center**.....Purchase order 30215, 30223

**CDBG**.....Purchase order 29614

**Home Funds**.....Purchase order 29615  
**Probate Supervision**.....Purchase order 29435  
**Residential Services**.....Purchase order 30233  
Mr. Schroeder moved to approve the now and then purchase orders  
Mr. Jerwers seconded the motion  
Vote: Mr. Jerwers yes Mr. Schroeder yes Mr. Love yes  
Exceptions: Mr. Jerwers none Mr. Schroeder none Mr. Love none  
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**Purchase orders and Travel Requests**.....

**Auditor**.....Travel for Robert Benroth to attend CAAO Winter Conference Nov. 18 in Columbus, estimated cost \$25.00;

**Capital Improvements**..... Kuhlman Builders, Inc., change order G-045, \$451.00;

**Commissioners**.....Travel for Deb Kaufman to attend West Central Ohio Safety Council meeting in Lima Nov. 10, estimated cost \$15.00;

**Dog & Kennel**.....Travel for Mike Schroth to attend winter conference in Columbus Dec. 6-8 with P.O. for \$325.00;

**E-911**.....Travel for Brad Brubaker to attend Ohio NENA/APCO Chapter meetings in Columbus, Nov. 4, no cost listed;

**Job & Family**.....Apollo Career Center, tuition, \$6,000.00; blanket P.O. for APS emergency \$7,000.00; Crime Victim Services, APS 4<sup>th</sup> quarter, \$35,000.00;

**Office of Public Safety**....Blanket P.O. for gloves, disposal care supplies, \$2,800.00; blanket P.O. for utilities, \$2,500.00;

**Solid Waste Dist. Disposal Fees**....Ottawa Oil, 150 gallons diesel fuel \$415.00;

Mr. Schroeder moved to approve the purchase order  
Mr. Love seconded the motion  
Vote: Mr. Jerwers yes Mr. Schroeder yes Mr. Love yes  
Exceptions: Mr. Jerwers none Mr. Schroeder none Mr. Love none

**8:00 a.m.**

Mr. Jerwers attended the Board of Elections meeting

**8:30 a.m.**

Commissioner Love moved to open the business session.  
Commissioner Schroeder seconded the motion.  
Vote: Mr. Jerwers absent Mr. Schroeder yes Mr. Love yes

**8:50 a.m. – 9:15 a.m.**

Tim Schnipke, head maintenance, wondered if Jack called Ward Construction about the blacktopping at the Glandorf Complex. Jack did and said will start this morning. Wondered if he has to help Home Health move and commissioners said no. Tim said he set every thermostat there at 70 degrees yesterday.

**8:55 a.m.**

Mr. Jerwers arrived

**9:15 a.m. – 10:00 a.m.**

Commissioners Love, Schroeder and Jerwers attended the elected officials meeting hosted by treasurer Tracy Warnecke in the lunch room.

**10:00 - 10:15 a.m.**

Commissioners Love, Schroeder and Jerwers attended the security meeting held in the Common Pleas Court Room.

**11:00 a.m. – 12:05 p.m.**

Brenda Hermiller interviewed for the position of recycling coordinator/receptionist with commissioners Love, Schroeder and Jerwers.

**12:15 p.m.**

Mr. Love moved to adjourn for lunch

Mr. Schroeder moved to seconded

Vote: Mr. Jerwers yes Mr. Schroeder yes Mr. Love yes

**1:00 p.m.**

Mr. Love moved to resume the business session

Mr. Schroeder moved to seconded

Vote: Mr. Jerwers yes Mr. Schroeder yes Mr. Love yes

**1:30 p.m.**

Alaina Siefker interviewed for the position of recycling coordinator/receptionist with commissioners Love, Schroeder and Jerwers.

**3:00 p.m.**

Agenda. Present were commissioners Love, Schroeder and Jerwers; administrator Jack Betscher and clerk Betty Schroeder.

**4:10 p.m.**

Mr. Jerwers left

**4:30 p.m.**

Mr. Love moved to adjourn

Mr. Schroeder seconded the motion

Vote: Mr. Schroeder yes      Mr. Love yes

Mr . Jerwers moved that the minutes/discussion notes be approved as read.

Mr. Schroeder seconded the motion and the roll being called upon its adoption, the vote resulted as follows: Mr. Jerwers yes      Mr. Schroeder yes      Mr. Love yes