

IN THE MATTER OF APPROVING THE CONTRACT WITH JESS HOWARD ELECTRIC COMPANY FOR THE REPLACEMENT OF THE AIRPORT ROTATING BEACON PROJECT AT THE NEIL ARMSTRONG AIRPORT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of April, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the BF&S has presented to the Board a contract with Jess Howard Electric Company for labor and materials for said the Replacement of the Airport Rotating Beacon Project at the Neil Armstrong Airport for \$79,750.00; and,

WHEREAS, the Board of County Commissioners has been requested to approve and execute the contract, as all appears to be in order.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the contract with Jess Howard Electric Company as presented for the Replacement of the Airport Rotating Beacon Project; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the Vice President of the Board to execute said contract.

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

Adopted this
4th day of
April, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
Douglas A. Spencer

David Bambauer
David Bambauer

John N. Bergman
John N. Bergman

cc: BF&S
Airport Manager
Airport Authority
Jess Howard Electric Company

CONSTRUCTION CONTRACTOR'S AGREEMENT

Auglaize County Commissioners

ODOT Project No. 24-03

THIS AGREEMENT, made effective as of April 4, 2024 is

BY AND BETWEEN

the OWNER:

Auglaize County Commissioners
209 South Blackhoof Street
Room 201
Wapakoneta, OH 45895

And the CONTRACTOR:

Jess Howard Electric Company
6630 Taylor Rd.
Blacklick, OH 43004

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at Neil Armstrong Airport generally described as follows;

REPLACE AIRPORT ROTATING BEACON

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, Advertisement for Bid, General Provisions, Technical Provisions, Special Provisions, Drawings, all issued addenda, Instructions to Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

CONSTRUCTION CONTRACTOR'S AGREEMENT

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to: \$ Seventy-Nine Thousand, Seven Hundred and Fifty Dollars (\$79,750.00)

subject to the following:

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

CONTRACTOR shall submit Applications for Payment in accordance the General Provisions. Applications for Payment will be processed by OWNER or ENGINEER as provided in the General Provisions.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

In the event that all subcontractors, material suppliers, laborers, or those furnishing services have not been paid, the Owner shall withhold money from the Contract Price in an amount sufficient to pay all such outstanding claims. Any such claims paid by the Owner shall reduce the Contract Price.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **SEE BELOW** of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

CONSTRUCTION CONTRACTOR'S AGREEMENT

SCHEDULE	LIQUIDATED DAMAGES COST	*ALLOWED CONTRACT TIME
Phase 1	Five Hundred Dollars (\$500.00) per calendar day	Continuous 21 calendar days from date of Notice to Proceed to Substantial Completion
Final Acceptance	Five Hundred Dollars (\$500.00) per calendar day	Continuous 7 calendar days from date of issuance of Punch List

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **SEE ABOVE** per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR'S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

- a. Certification of Eligibility (29 CFR Part 5.5)
 - i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR'S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.
- b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)

The federally-assisted construction CONTRACTOR, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

CONSTRUCTION CONTRACTOR'S AGREEMENT

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants, and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- e. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- f. If within one year after the date of Substantial Completion, or such longer period of time as may be prescribed by Laws or Regulations of the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work found to be unacceptable, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such unacceptable Work, or if it has been rejected by Owner, remove it from the site and replace it with acceptable Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the unacceptable Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals) will be paid by Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.
- g. If, instead of requiring correction or removal and replacement of unacceptable Work, Owner (and prior to Engineer's recommendation of final payment, also Engineer) prefers to accept it, Owner may do so. Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept such unacceptable work (such costs to be approved by Engineer as to reasonableness and to include, but not be

CONSTRUCTION CONTRACTOR'S AGREEMENT

limited to, fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change

Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, the Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may take a claim therefor, as provided in Section 90 of the General Provisions. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

- h. IT IS FURTHER AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO, that the work to be performed under this contract are for the occupancy and use of OWNER and the CONTRACTOR hereunder expressly agrees that all the CONTRACTOR'S obligations, including guarantees, bonds and performance standards shall inure directly in favor of the OWNER its own name and right without the necessity of joining any other party of this Contract.

Article 10 – OWNER'S Representative

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows:

Butler, Fairman & Seufert, Inc.
8450 Westfield Boulevard, Suite 300
Indianapolis, IN 46240

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

CONSTRUCTION CONTRACTOR'S AGREEMENT

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

Name: Auglaize County Commissioners

Address: 209 South Blackhoof Street
Room 201
Wapakoneta, OH 45895

By: 
Signature

V- President
Title of Representative

CONTRACTOR

Name: Jess Howard Electric Company

Address: 6630 Taylor Rd.
Blacklick, OH 43004

By: _____
Signature

Title of Representative

ATTEST

By: 
Signature

Clerk
Title

ATTEST

By: _____
Signature

Title

CONSTRUCTION CONTRACTOR'S AGREEMENT

EXHIBIT A
CONTRACTOR'S BID PROPOSAL
Itemized Proposal Section

Neil Armstrong Airport						
Proposed Beacon						
Itemized Proposal						
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	
1	Mobilization	LS	1	\$7,800.00	\$7,800.00	
2	Airport Rotating Beacon, L-801A, LED, Class I, In Place	EA	1	\$15,250.00	\$15,250.00	
3	Tip-Down Pole Center Mounted-40 ft	EA	1	\$52,000.00	\$52,000.00	
4	3/C, No. 12 AWG, 600V Cable, Installed in Trench, Duct Bank or Conduit for Airport Rotating Beacon	L.F.	100	\$47.00	\$4,700.00	
				Total	\$79,750.00	

END OF CONSTRUCTION CONTRACT

IN THE MATTER OF APPROVING THE CONTRACT WITH FENSON CONTRACTING, LLC FOR THE APRON REHABILITATION – PHASE 2 PROJECT AT THE NEIL ARMSTRONG AIRPORT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of April, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the BF&S has presented to the Board a contract with Fenson Contracting, LLC for labor and materials for said the Apron Rehabilitation – Phase 2 Project at the Neil Armstrong Airport for \$393,970.00; and,

WHEREAS, the Board of County Commissioners has been requested to approve and execute the contract, as all appears to be in order.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the contract with Fenson Contracting, LLC as presented for the Apron Rehabilitation – Phase 2 Project; and,

BE IT FURTHER RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the Vice President of the Board to execute said contract.

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

Adopted this
4th day of
April, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: ✓ BF&S
✓ Airport Manager
✓ Airport Authority
✓ Fenson Contracting, LLC

CONSTRUCTION CONTRACTOR'S AGREEMENT

Auglaize County Commissioners
ODOT Project No. 24-10

THIS AGREEMENT, made effective as of April 4, 2024 is

BY AND BETWEEN

the OWNER:

Auglaize County Commissioners
209 South Blackhoof Street
Room 201
Wapakoneta, OH 45895

And the CONTRACTOR:

Fenson Contracting, LLC
17670 St. Rt. 190
Fort Jennings, OH 45844

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at Neil Armstrong Airport generally described as follows;

APRON REHABILITATION – PHASE 2

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

Article 1 - Work

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

Article 2 – Contract Documents

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, Advertisement for Bid, General Provisions, Technical Provisions, Special Provisions, Drawings, all issued addenda, Instructions to Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

CONSTRUCTION CONTRACTOR'S AGREEMENT

Article 3 – Contract Price

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal

to: \$ Three Hundred and Ninety-Three Thousand, Nine Hundred and Seventy Dollars (\$393,970.00)

subject to the following:

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

CONTRACTOR shall submit Applications for Payment in accordance the General Provisions. Applications for Payment will be processed by OWNER or ENGINEER as provided in the General Provisions.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

In the event that all subcontractors, material suppliers, laborers, or those furnishing services have not been paid, the Owner shall withhold money from the Contract Price in an amount sufficient to pay all such outstanding claims. Any such claims paid by the Owner shall reduce the Contract Price.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within SEE BELOW of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

CONSTRUCTION CONTRACTOR'S AGREEMENT

SCHEDULE	LIQUIDATED DAMAGES COST	*ALLOWED CONTRACT TIME
Phase 1	One Thousand Dollars (\$1,000.00) per calendar day	Continuous 14 calendar days from date of Notice to Proceed to Substantial Completion
Phase 2	One Thousand Dollars (\$1,000.00) per calendar day	Continuous 14 calendar days from date of Notice to Proceed to Substantial Completion
Phase 3	One Thousand Dollars (\$1,000.00) per calendar day	Continuous 10 calendar days from date of Notice to Proceed to Substantial Completion
Phase 4	One Thousand Dollars (\$1,000.00) per calendar day	Continuous 14 calendar days from date of Notice to Proceed to Substantial Completion
Final Acceptance	Five Hundred Dollars (\$500.00) per calendar day	Continuous 21 calendar days from date of issuance of Punch List

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of \$ SEE ABOVE per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR'S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR'S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following:

- a. Certification of Eligibility (29 CFR Part 5.5)
 - i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR'S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

- b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)

The federally-assisted construction CONTRACTOR, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control,

CONSTRUCTION CONTRACTOR'S AGREEMENT

where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- e. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- f. If within one year after the date of Substantial Completion, or such longer period of time as may be prescribed by Laws or Regulations of the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any work found to be unacceptable, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such unacceptable Work, or if it has been rejected by Owner, remove it from the site and replace it with acceptable Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the unacceptable Work corrected or the rejected Work removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals) will be paid by Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

CONSTRUCTION CONTRACTOR'S AGREEMENT

- g. If, instead of requiring correction or removal and replacement of unacceptable Work, Owner (and prior to Engineer's recommendation of final payment, also Engineer) prefers to accept it, Owner may do so. Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept such unacceptable work (such costs to be approved by Engineer as to reasonableness and to include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, the Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may take a claim therefor, as provided in Section 90 of the General Provisions. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.
- h. IT IS FURTHER AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES HERETO, that the work to be performed under this contract are for the occupancy and use of OWNER and the CONTRACTOR hereunder expressly agrees that all the CONTRACTOR'S obligations, including guarantees, bonds and performance standards shall inure directly in favor of the OWNER its own name and right without the necessity of joining any other party of this Contract.

Article 10 – OWNER'S Representative

The OWNER'S Representative, herein referred to as ENGINEER, is defined as follows:

Butler, Fairman & Seufert, Inc.
8450 Westfield Boulevard, Suite 300
Indianapolis, IN 46240

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

CONSTRUCTION CONTRACTOR'S AGREEMENT

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

OWNER

Name: Auglaize County Commissioners

Address: 209 South Blackhoof Street
Room 201
Wapakoneta, OH 45895

By: David Zamboni
Signature

V. President
Title of Representative

CONTRACTOR

Name: Fenson Contracting, LLC

Address: 17670 St. Rt. 190
Fort Jennings, OH 45844

By: _____
Signature

Title of Representative

ATTEST

By: Scott Koffel
Signature

Scott
Title

ATTEST

By: _____
Signature

Title

CONSTRUCTION CONTRACTOR'S AGREEMENT

EXHIBIT A
CONTRACTOR'S BID PROPOSAL
Itemized Proposal Section

Itemized Proposal						
Neil Armstrong Airport						
Apron Rehabilitation - Phase 2						
Base Bid - Phase 1						
ITEM NO.	SPEC. REF.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	C-106	Mobilization	L.S.	1	\$18,750.00	\$18,750.00
2	M-102-2.1-1	Maintenance of Traffic	L.S.	1	\$22,050.00	\$22,050.00
3	P-101-5.1-2	Pavement Removal (4'x8')	S.Y.	124	\$35.00	\$4,340.00
4	P-101-5.1-3	Pavement Removal (8'x8')	S.Y.	478	\$35.00	\$16,730.00
5	P-101-5.2	Concrete Crack Repair	L.F.	25	\$30.00	\$750.00
6	P-101-5.2	Concrete Crack Repair (Undersubbed)	L.F.	190	\$30.00	\$5,700.00
7	P-101-5.5	Concrete Spall Repair	S.F.	847	\$79.00	\$66,893.00
8	P-102-4.1	Unclassified Expansion for Subgrade Repair (Undersubbed)	C.Y.	49	\$50.00	\$2,450.00
9	P-202-5.1	Checked Aggregate Base Course (Undersubbed)	C.Y.	10	\$85.00	\$850.00
10	DDOT 452	Non-Reinforced Concrete Pavement, Class CC 1P (4'x8')	S.Y.	184	\$165.00	\$30,460.00
11	DDOT 462	Non-Reinforced Concrete Pavement, Class CC 1P (8'x8')	S.Y.	478	\$135.00	\$64,530.00
		Total				\$190,250.00
Additive Alternates - Phase 2						
12	C-106	Mobilization	L.S.	1	\$5,900.00	\$5,900.00
13	M-102-2.1-1	Maintenance of Traffic	L.S.	1	\$8,500.00	\$8,500.00
14	P-101-5.1-4	Pavement Removal (7'x7')	S.Y.	148	\$5.00	\$740.00
15	P-101-5.2	Concrete Crack Repair (Undersubbed)	L.F.	362	\$39.00	\$14,118.00
16	P-101-5.2	Concrete Crack Repair (Undersubbed)	L.F.	46	\$30.00	\$1,380.00
17	P-101-5.5	Concrete Spall Repair	S.F.	168	\$70.00	\$11,760.00
18	P-102-4.1	Unclassified Expansion for Subgrade Repair (Undersubbed)	C.Y.	5	\$50.00	\$250.00
19	P-202-5.1	Checked Aggregate Base Course (Undersubbed)	C.Y.	6	\$85.00	\$510.00
20	DDOT 462	Non-Reinforced Concrete Pavement, Class CC 1P (7'x7')	S.Y.	145	\$150.00	\$21,750.00
		Total				\$59,630.00
Additive Alternates - Phase 3						
21	C-106	Mobilization	L.S.	1	\$3,000.00	\$3,000.00
22	M-102-2.1-1	Maintenance of Traffic	L.S.	1	\$6,500.00	\$6,500.00
23	P-101-5.1-2	Pavement Removal (4'x8')	S.Y.	50	\$45.00	\$2,250.00
24	P-101-5.2	Concrete Crack Repair	L.F.	195	\$30.00	\$5,850.00
25	P-101-5.5	Concrete Spall Repair	S.F.	30	\$85.00	\$2,550.00
26	P-102-4.1	Unclassified Expansion for Subgrade Repair (Undersubbed)	C.Y.	2	\$50.00	\$100.00
27	P-202-5.1	Checked Aggregate Base Course (Undersubbed)	C.Y.	2	\$85.00	\$170.00
28	DDOT 462	Non-Reinforced Concrete Pavement, Class CC 1P (4'x8')	S.Y.	50	\$225.00	\$11,250.00
		Total				\$30,820.00
Additive Alternates - Phase 4						
29	C-106	Mobilization	L.S.	1	\$11,000.00	\$11,000.00
30	M-102-2.1-1	Maintenance of Traffic	L.S.	1	\$6,000.00	\$6,000.00
31	P-101-5.1-2	Pavement Removal (4'x8')	S.Y.	240	\$35.00	\$8,400.00
32	P-101-5.1-2	Pavement Removal (4'x8')	S.Y.	240	\$35.00	\$8,400.00
33	P-101-5.2	Concrete Crack Repair	L.F.	46	\$30.00	\$1,380.00
34	P-101-5.5	Concrete Spall Repair	S.F.	192	\$85.00	\$16,320.00
35	P-102-4.1	Unclassified Expansion for Subgrade Repair (Undersubbed)	C.Y.	9	\$50.00	\$450.00
36	P-202-5.1	Checked Aggregate Base Course (Undersubbed)	C.Y.	6	\$85.00	\$510.00
37	DDOT 462	Non-Reinforced Concrete Pavement, Class CC 1P (4'x8')	S.Y.	240	\$115.00	\$27,600.00
38	DDOT 462	Non-Reinforced Concrete Pavement, Class CC 1P (4'x8')	S.Y.	265	\$130.00	\$34,450.00
		Total				\$113,270.00

END OF CONSTRUCTION CONTRACT

IN THE MATTER OF GRANTING AN ANNEXATION OF 1.006 ACRES, MORE OR LESS, TO THE VILLAGE OF MINSTER FROM JACKSON TOWNSHIP; PETITIONED BY JAMES R. AND SHIRLEY F. SHENK; FILED BY JAMES R. SHENK, AGENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of April, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on April 2, 2024, a petition for annexation of a total of 1.006 acres, more or less, was filed as an Expedited Type 1, with the Office of the Board of County Commissioners by James R. Shenk, Agent; and,

WHEREAS, the requirements for the filing of said petition were all met, including:

- 1.) The petition meets all the requirements set forth in, and was filed in the manner provided, in the Ohio Revised Code Section 709.022.
- 2.) The persons who signed the petition represent 100% of the owners of the property; signatures having been obtained in the time frame required.
- 3.) An accurate legal description of the perimeter of the territory proposed to be annexed.
- 4.) An accurate map or plat of the territory.
- 5.) Named the party acting as agent for the petitioners.
- 6.) A list of all tracts, lots or parcels in the territory proposed to be annexed and all tracts, lots or parcels located adjacent to the territory to be annexed, listing the name of owner, mailing address and permanent parcel number from the County Auditor's system (ORC 319.28).
- 7.) An annexation agreement of the Village of Minster and Jackson Township as provided for in ORC 709.192.

and,

WHEREAS, the petitioner requested that the special procedure be used and waived their right to appeal any action taken by the Board of County Commissioners; and,

WHEREAS, the Board determined that this annexation is in order, meeting all criteria.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby approve and grant the annexation of 1.006 acres, more or less, to the Village of Minster as petitioned James R. and Shirley F. Shenk filed by James R. Shenk, Agent, by pursuant to ORC Section 709.022.

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

Adopted this
4th day of
April, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT

Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: County Auditor
County Engineer
James R. Shenk, Agent
Jackson Township Trustees
Village of Minster

RECEIVED

APR - 2 2024

Board of
County Commissioners

**Petition for Annexation
(R.C. § 709.022)**

To: Board of County Commissioners of Auglaize County, Ohio

The undersigned petitioners, James R. Shenk and Shirley F. Shenk (the ‘Petitioners’), being the owner of certain real estate proposed for annexation consisting of 1.006 acres, more or less (“Territory”), hereby petition to annex the Territory to the Village of Minster, Auglaize County, Ohio.

The Territory proposed for annexation is adjacent and contiguous with the Village of Minster and is identified as 1.006 acres, more or less, and being Parcel Number E1402700300.

An accurate map or plat of the Territory proposed for annexation is attached to and made a part of this Petition as Exhibit “A”.

An accurate legal description of the perimeter of the Territory proposed for annexation is attached to and made a part of this Petition as Exhibit “B”.

Petitioners are the owners of the Territory proposed for annexation as set forth in the following deed of record: Warranty Deed dated October 10, 1978, filed for record on October 10, 1978, being Instrument Number 197800127964.

An originally signed counterpart or certified copy of the Annexation Agreement entered into by and between the Village of Minster, the municipal corporation to which the annexation of Territory is proposed, the Township of Jackson, Auglaize County, Ohio, and the Petitioners, is attached to and made a part of this Petition as Exhibit “C”.

James R. Shenk, 1 Oak Creek Drive, Minster, Ohio 45865, is appointed agent for the Petitioners as required by R.C. § 709.02, with full power to amend, increase, or decrease the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this Petition, without further expressed consent of the Petitioners.


Please take notice that, simultaneously with the filing of this Petition, James R. Shenk is also filing a list of all tracts, lots, or parcels in the Territory proposed for annexation, and all tracts, lots, or parcels located adjacent to that Territory, as required by R.C. § 709.02.

WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS. THERE ALSO IS NO APPEAL FROM THE BOARD'S DECISION IN THIS MATTER IN LAW OR IN EQUITY.

PETITIONERS:


James R. Shenk

Date: January 10, 2024


Shirley F. Shenk

Date: January 10, 2024

**Property Proposed for Annexation
Expedited Type One Annexation**

Listed below is the sole tract, lot, or parcel in the territory proposed for annexation, including the name and mailing address of the owners of the tract, lot, or parcel and the permanent parcel number of the tract, lot or parcel as required by R.C. 709.02(D).


James R. Shenk
Agent for Petitioners

Parcel Number: E1402700300

Parcel Address: 1 Oak Creek Drive, Minster, OH 45865

Names of Owners: James R. Shenk
Shirley F. Shenk

Address of Owners: 1 Oak Creek Drive, Minster, OH 45865

**Board of County Commissioners of Auglaize County, Ohio
Proposed Annexation from the Township of Jackson to the Village of Minster**

**Petitioners: James R. Shenk and Shirley F. Shenk
Territory Proposed for Annexation: 1.006 Acres, more or less**

As required under the provisions of R. C. § 709.02, following is the list of all tracts, lots, or parcels located adjacent to it or directly across the road from it when the road is adjacent to it the Territory proposed for Annexation:

1. Parcel: E1402700400
Owners: Bonita J. Becker and David A. Becker
Mailing Address: 2 Oak Creek Drive
Minster, OH 45865
2. Parcel: E1402700500
Owner: Oak Creek Homeowners Association
Mailing Address: c/o Shirley F. Shenk
1 Oak Creek Drive
Minster, OH 45865
3. Parcel: E1502701901
Owner: Marie Andree H. Eiting, Trustee
Mailing Address: 3 Oak Creek Drive
Minster, OH 45865
4. Parcel: E1527200100
Owners: Joseph R. Wendeln and Anne E Wendeln
Mailing Address: 153 W. Seventh Street
Minster, OH 45865
5. Parcel: E1527202200
Owners: David A. Tebbe and Beverly J. Tebbe
Mailing Address: 450 W. Seventh Street
Minster, OH 45865

6. Parcel: E1527202300

Owners: Lori J. Tebbe, David A. Tebbe, and Sara L. Klosterman, Trustees
Mailing Address: 430 W. Seventh Street
Minster, Ohio 45865


James R. Shenk,
Agent for Petitioner

EXHIBIT "A"

THE ENTIRETY OF LOT 1 OF OAK CREEK SUBDIVISION PLAT BOOK 2 PAGE 120 AS OWNED BY JAMES R. SHENK & SHIRLEY F. SHENK AND AS DESCRIBED BELOW;

BEGINNING FOR REFERENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 27;

THENCE, WITH THE WEST CORPORATION LINE OF THE VILLAGE OF MINSTER, SOUTH 01°42'09" WEST, 30.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF NORTH CORPORATION ROAD;

THENCE, WITH THE SOUTH RIGHT OF WAY LINE OF NORTH CORPORATION ROAD, SOUTH 89°14'55" EAST, 443.20 FEET TO THE NORTHWEST CORNER OF LOT 1 OF OAK CREEK SUBDIVISION AS RECORDED IN PLAT BOOK 2 PAGE 120 AND BEING OWNED BY JAMES R. SHENK & SHIRLEY F. SHENK AS RECORDED IN OFFICIAL RECORD 152 PAGE 162, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

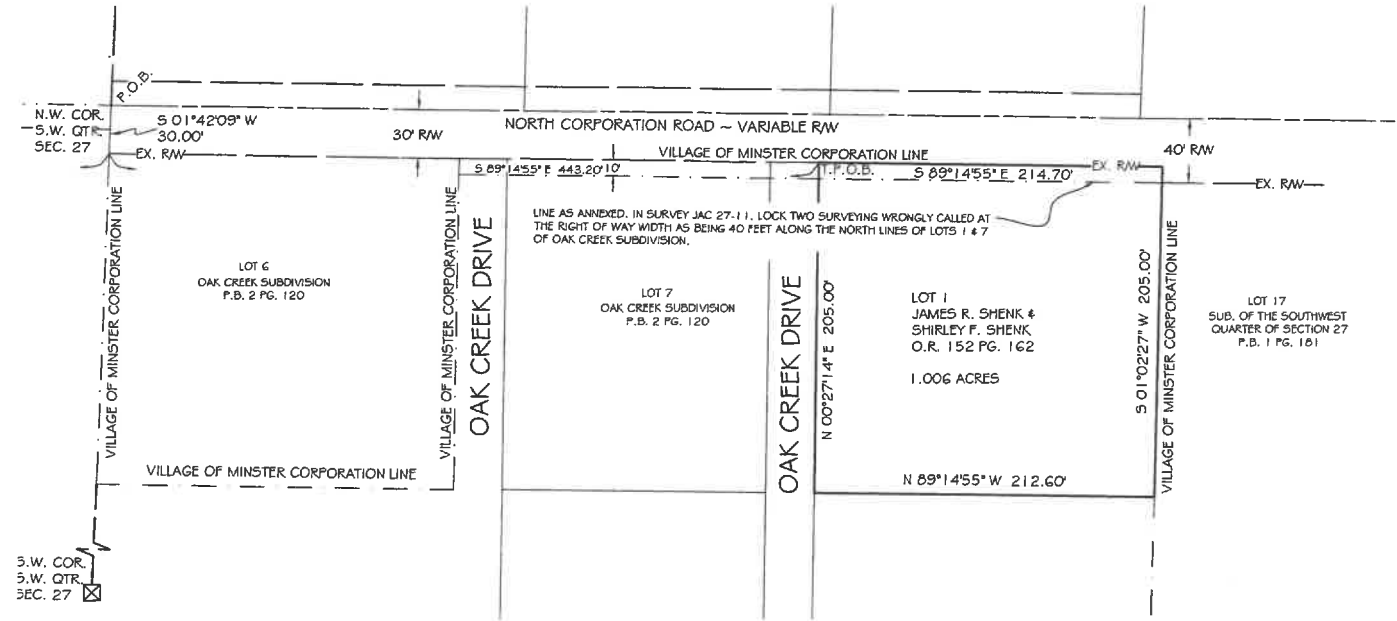
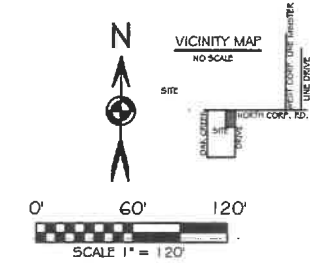
THENCE, CONTINUING WITH THE SOUTH RIGHT OF WAY LINE OF NORTH CORPORATION ROAD AND LOT 1, SOUTH 89°14'55" EAST, 214.70 FEET TO THE WEST CORPORATION LINE OF THE VILLAGE OF MINSTER AND THE WEST LINE OF LOT 17 OF THE SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 27;

THENCE, WITH THE EAST LINE OF LOT 1 AND THE WEST CORPORATION LINE OF THE VILLAGE OF MINSTER, SOUTH 01°02'27" WEST, 205.00;

THENCE, WITH THE SOUTH LINE OF LOT 1, NORTH 89°14'55" WEST, 212.60 FEET TO THE EAST LINE OF OAK CREEK DRIVE;

THENCE, WITH THE WEST LINE OF LOT 1 AND THE EAST LINE OF OAK CREEK DRIVE, NORTH 00°27'14" EAST, 205.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 1.006 ACRES.

PLAT OF LANDS PETITIONED TO BE ANNEXED TO THE VILLAGE OF MINSTER
S.W. 1/4 SEC. 27, T 7S, R 4E
JACKSON TWP., AUGLAIZE CO., OHIO



LOCK-TWO SURVEYING
5166 LOCK TWO RD. NEW BREMEN, OH
419-753-3332

EXHIBIT "B"

Lock Two Surveying, LLP.
5166 Lock Two Rd.
New Bremen, Oh 45869
419-753-3332



Cell: Jimmy Semington 419-733-9606
China Harmon P.S. 419-733-9607

**PLAT OF LANDS PETITIONED TO BE ANNEXED
TO THE VILLAGE OF MINSTER
JAMES R. SHENK & SHIRLEY F. SHENK
PAR. #E1402700300**

SITUATE IN THE LOT 1 OF OAK CREEK SUBDIVISION AS RECORDED IN PLAT BOOK 2 PAGE 120 AND BEING IN SOUTHWEST QUARTER OF SECTION 27 TOWN 7S RANGE 4E, JACKSON TOWNSHIP, AUGLAIZE COUNTY OHIO, BEING ALL THOSE LANDS OWNED BY JAMES R. SHENK & SHIRLEY F. SHENK AS RECORDED IN OFFICIAL RECORD 152 PAGE 162 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning for reference at the northwest corner of the southwest quarter of Section 27:

Thence, with the west corporation line of the Village of Minster, South 01°42'09" West, 30.00 feet to the south right of way line of North Corporation Road;

Thence, with the south right of way line of North Corporation Road, South 89°14'55" East, 443.20 feet to the northwest corner of Lot 1 of Oak Creek Subdivision as recorded in Plat Book 2 Page 120 and being owned by James R. Shenk & Shirley F. Shenk as recorded in Official Record 152 Page 162, said point being the **True Point of Beginning** of the tract herein described;

Thence, continuing with the south right of way line of North Corporation Road and Lot 1, South 89°14'55" East, 214.70 feet to the west corporation line of the Village of Minster and the west line of Lot 17 of the Subdivision of the Southwest Quarter of Section 27 as recorded in Plat Book 1 Page 181;

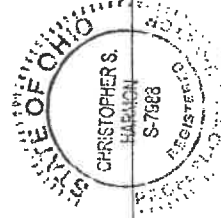
Thence, with the east line of Lot 1 and the west Corporation Line of the Village of Minster, South 01°02'27" West, 205.00 feet;

Thence, with the south line of Lot 1, North 89°14'55" West, 212.60 feet to the East Line of Oak Creek Drive;

Thence, with the west line of Lot 1 and the east line of Oak Creek Drive, North 00°27'14" East, 205.00 feet to the **True Point of Beginning**, containing 1.006 acres more or less.

Basis of bearings is based on the Ohio Department of Transportation V.R.S., Ohio State Plane North Zone 3401, NAD 83(2011ADJ). The Official Records and Deed Volumes are all recorded in the County Recorder's Office. Pins noted as set are 5/8" x 30" re-bar with pink plastic caps stamped "Lock-Two 7988".

The above description was prepared by Lock-Two Survey, LLP from an Annexation Drawing prepared by Christopher S. Harmon, Professional Surveyor #7988 pursuant to Chapter 4733-37 of the Ohio Administrative Code in November, 2023 and filed as Sur STM 10-_____ at the Auglaize County Tax Map Office.



Christopher S. Harmon
Christopher S. Harmon P.S. #7988

11/5/24

Date

EXHIBIT "C"

COUNCIL MEMBER	YES	NO	ABSTAIN
Travis Wilges	X		
Trey Steele	X		
Craig Sherman	X		
Curr Albers	X		
Josh Osterloh	X		
Nicole Clume	X		
Mayor Craig Oldiges			

ORDINANCE 24-01-01

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN THE VILLAGE OF MINSTER AND JACKSON TOWNSHIP, AUGLAIZE COUNTY, OHIO AND TO DECLARE AN EMERGENCY

WHEREAS, Section 709.022 of the Ohio Revised Code grants the filing of a petition for annexation under a special procedure when all parties provide consent; and

WHEREAS, under these special procedures the petition for annexation must be accompanied by a certified copy of an annexation agreement that is entered into by the municipal corporation and each township any portion of which is included within the territory proposed for annexation; and

WHEREAS, James and Shirley Shenk, (Petitioner), owner of the real estate depicted by the site map in Exhibit A, attached hereto and further described on Exhibit B (the Property), desires to annex the Property into the Village, per the expedited process of annexation stated in Ohio Revised Code Section 709.022; and

WHEREAS, an annexation agreement as outlined in Ohio Revised Code Section 709.192 has been presented for consideration to both the Village of Minster and Jackson Township; and

NOW, THEREFORE, BE IT ORDAINED BY THE Council of the Village of Minster, Auglaize County, Ohio, to-wit:

SECTION 1: The Village of Minster has determined that it is in the best interest of the Petitioner and the Village to enter into an Agreement as provided for by Ohio Revised Code Section 709.192

SECTION 2: That the form of the Annexation Agreement attached hereto as Exhibit C is hereby approved, subject to and with any and all changes therein provided.

SECTION 3: That the Mayor is hereby authorized and directed to execute an Annexation Agreement substantially in the form of Exhibit C between the Village of Minster and the Jackson Township Trustees for the property petitioned to be annexed by the Petitioners.

SECTION 4: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in those formal actions were in compliance with the Law.

SECTION 5: That this Ordinance shall be in effect from and after the earliest period allowed.

PASSED AND ADOPTED by the legislative Authority of the Village of Minster on this 5th day of March 2024.

ATTEST:


 Tricia LeDoux, Clerk/Fiscal Officer


 Craig Oldiges, Mayor

ANNEXATION AGREEMENT
(Expedited Type One Annexation)

This Agreement is entered into this 6 day of February of 2024, between the Village of Minster, Ohio (the "Village") and the Board of Township Trustees of Jackson Township, Auglaize County, Ohio (the "Township"), pursuant to R.C. 709.021, 709.022 and 709.192.

WHEREAS, James R. Shenk and Shirley F. Shenk (the "Petitioners"), owners of the real estate in the territory hereinafter described (the "Property"), desire to annex the Property into the Village pursuant to the expedited process of annexation set forth in R.C. 709.021 and 709.022; and

WHEREAS, the Village and the Township, by Resolutions duly adopted by their legislative authorities, each have determined that it is in the best interest of all parties involved to enter into this Annexation Agreement (the "Agreement") as provided by R.C. 709.192.

NOW, THEREFORE, in consideration of the above recitals and in consideration of the mutual benefits and promises hereinafter contained, the parties agree as follows:

1. Village Consent and Agreement. The Village consents to the annexation of the Property into the Village and agrees to provide sanitation, police, fire, water and sewer services to the residents of the Property at the same cost and under the same policies and conditions that such services are provided to other residents of the Village.
2. Township Consent. The Township consents to the annexation of the Property into the Village.
3. The Property. The real property subject to this Agreement shall consist of 1.006 acres located in Jackson Township, Auglaize County, Ohio, as depicted on the map attached hereto as Exhibit A. A legal description of the Property is attached hereto as Exhibit B.
4. Tax Distribution. Following the annexation of the Property, the Township will continue to receive real estate tax revenues levied on the Property in accordance with the Ohio Revised Code.
5. Severability. In the event any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement. Such provisions shall be modified in order to best preserve the intention of the Village and the Township. The Agreement as modified shall remain in full force and effect. If such provisions cannot be so modified, then such provisions shall be severed and the remaining provisions of the Agreement shall remain in full force and effect.

6. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.

7. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Village and the Township, their legal representatives, successors and assigns.


8. Entire Agreement. This Agreement constitutes the entire agreement of the parties and may be amended or modified only through a writing duly executed by the Village/Township as authorized by R.C. § 709.192. All prior agreements between the parties, either written or oral are superseded by this Agreement.

IN WITNESS WHEREOF, the Village and Township have executed this Agreement.

VILLAGE OF MINSTER, OHIO

BOARD OF TOWNSHIP TRUSTEES
OF JACKSON TOWNSHIP, AUGLAIZE
COUNTY, OHIO

By: 
Craig Oldiges, Mayor

By: 
James Steinemann, Trustee

Attest: 
Tricia LeDoux, Fiscal Officer

By: 
Ken Sommer, Trustee

By: 
Matt Olberding, Trustee

APPROVED AS TO LEGAL FORM:


By: 
James Hearn
Solicitor, Village of Minster, Ohio

EXHIBIT A
Legal Description of the Territory Sought to be Annexed

THE ENTIRETY OF LOT 1 OF OAK CREEK SUBDIVISION PLAT BOOK 2 PAGE 120 AS OWNED BY JAMES R. SHENK & SHIRLEY F. SHENK AND AS DESCRIBED BELOW;

BEGINNING FOR REFERENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 27;

THENCE, WITH THE WEST CORPORATION LINE OF THE VILLAGE OF MINSTER, SOUTH 01°42'09" WEST, 30.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF NORTH CORPORATION ROAD;

THENCE, WITH THE SOUTH RIGHT OF WAY LINE OF NORTH CORPORATION ROAD, SOUTH 89°14'55" EAST, 443.20 FEET TO THE NORTHWEST CORNER OF LOT 1 OF OAK CREEK SUBDIVISION AS RECORDED IN PLAT BOOK 2 PAGE 120 AND BEING OWNED BY JAMES R. SHENK & SHIRLEY F. SHENK AS RECORDED IN OFFICIAL RECORD 152 PAGE 162, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE, CONTINUING WITH THE SOUTH RIGHT OF WAY LINE OF NORTH CORPORATION ROAD AND LOT 1, SOUTH 89°14'55" EAST, 214.70 FEET TO THE WEST CORPORATION LINE OF THE VILLAGE OF MINSTER AND THE WEST LINE OF LOT 17 OF THE SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 27;

THENCE, WITH THE EAST LINE OF LOT 1 AND THE WEST CORPORATION LINE OF THE VILLAGE OF MINSTER, SOUTH 01°02'27" WEST, 205.00;

THENCE, WITH THE SOUTH LINE OF LOT 1, NORTH 89°14'55" WEST, 212.60 FEET TO THE EAST LINE OF OAK CREEK DRIVE;

THENCE, WITH THE WEST LINE OF LOT 1 AND THE EAST LINE OF OAK CREEK DRIVE, NORTH 00°27'14" EAST, 205.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 1.006 ACRES.

IN THE MATTER OF DOCUMENTING THE RECEIPT OF BIDS FOR BITUMINOUS MATERIALS TO BE USED BY THE HIGHWAY DEPARTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of April, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, April 2, 2024 was the date set in Resolution #24-101, the Board of County Commissioners received bids from the following companies for bituminous materials to be used by the County Highway Department during the summer season:

- From:
- Asphalt Materials, Inc. 940 N. Wynn Rd., Oregon, OH 43616
 - Marathon Petroleum Company, 11001 Brower Rd, North Bend, OH 45052
 - K-Tech Specialty Coatings, PO Box 428, Ashley, IN 46705
 - Shelly Material, Inc., 1700 Fostoria Ave, Ste. 200, P.O. Box 3100, Findlay, Ohio 45840
 - Stoneco, Inc., 1700 Fostoria Ave., Ste. 200, P.O. Box 3100, Findlay, OH 45840
 - Unique Paving Materials Corp, 3993 E 93rd St., Cleveland, Ohio 44105.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby document the receipt of the above bids; and,

BE IT FURTHER RESOLVED that as the purpose of receiving above mentioned bids is to establish prices for the purchasing of bituminous materials by the County Engineer throughout the 2024 season; said bids were given to the Engineer; to be used at his own discretion throughout the season in the best interest of the county.

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

Adopted this
4th day of
April, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: County Engineer
Bidders



IN THE MATTER OF DOCUMENTING THE RECEIPT OF BIDS FOR ROCK & GRAVEL AGGREGATE TO BE USED BY THE HIGHWAY DEPARTMENT DURING 2024 AT THE DISCRETION OF THE COUNTY ENGINEER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of April, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, this being the date April 2, 2024 set by the Board of County Commissioners in Resolution #24-102, the following companies submitted bids for the purchase of rock & gravel aggregate to be used by the Highway Department during 2024:

Rock & Gravel Aggregate:

- Weber Materials LTD, Perrysburg, Ohio
- National Lime & Stone Co., Lima, Ohio
- Poepelman Materials, Bradford, Ohio
- Duff Quarry Inc., Huntsville, Ohio

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby document that as the purpose of receiving above mentioned bids is to establish prices for the purchasing of said materials by the County Engineer throughout the year 2024, said bids were given to the Engineer; same being authorized by the Board to use said prices throughout the year to the best advantage of the county, using his own discretion.

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

Adopted this
4th day of
April, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
Douglas A. Spencer

David Bambauer
David Bambauer

John N. Bergman
John N. Bergman

cc: County Engineer
Bidders

IN THE MATTER OF DOCUMENTING THE RECEIPT OF BIDS FOR TRANSIT MIX CONCRETE AND GROUT MATERIALS TO BE USED BY THE HIGHWAY DEPARTMENT DURING 2024 AT THE DISCRETION OF THE COUNTY ENGINEER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of April, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, this being the date April 2, 2024 set by the Board of County Commissioners in Resolution #24-102, the following companies submitted bids for the purchase transit mix concrete and grout material to be used by the Highway Department during 20234

- Transit Mix Concrete & Grout:** Spring Creek Concrete, Minster, Ohio
- St. Henry Tile Co, Inc., St. Henry, Ohio
- Ohio Ready Mix, Inc., Huntsville, Ohio
- Ernst Concrete, Lima, Ohio.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby document that as the purpose of receiving above mentioned bids is to establish prices for the purchasing of said materials by the County Engineer throughout the year 2024, said bids were given to the Engineer; same being authorized by the Board to use said prices throughout the year to the best advantage of the county, using his own discretion.

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

Adopted this
4th day of
April, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT

Douglas A. Spencer

David Bambauer
David Bambauer

John N. Bergman
John N. Bergman

cc: County Engineer
Bidders
///

County Commissioners Office
Auglaize County, Ohio
April 4, 2024

NO. #24-219

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO DRAW WARRANTS FOR THEN AND NOW CERTIFICATE PAYMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of April, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the practice of using “Then and Now Certificates” has been instituted by the County Auditor.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of “Then and Now Certificates”, does hereby approve the following:

Check No.	Amount	Vendor
478627	2308.75	ST. HENRY TILE CO. INC.
478691	4750.00	KLEINFELDER
478709	20000.00	GENERATIONS OF LOVE
478717	1268.74	AUGLAIZE COUNTY TREASURER
478719	7984.57	AUGLAIZE COUNTY TREASURER

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

Adopted this
4th day
April, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: County Auditor

IN THE MATTER OF ENTERING INTO AN AGREEMENT WITH THE AUGLAIZE COUNTY AIRPORT AUTHORITY FOR A VAN RENTAL AND AUTHORIZING THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE SAID AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 4th day of April, 2024.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS the Auglaize County Airport Authority (“User”) needs a van for solely transportation purposes related to the operations of the Auglaize County Airport Authority and the Solar Eclipse Event; and,

WHEREAS the Auglaize County Commissioners (“Owner”) has a van that is not being used during the Solar Eclipse Event, and,

WHEREAS the parties agree as follows:

1. The rental period shall commence on April 8, 2024 and terminate on April 9, 2024.
2. The User agrees to pay a rental fee of \$1.00.
3. The Airport Authority shall maintain comprehensive insurance coverage for the van during the rental period.

NOW THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve and does hereby execute said van rental agreement as presented by Auglaize County Airport Authority for transportation as mentioned above.

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

Adopted this
4th day of
April, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

ABSENT

Douglas A. Spencer

David Bambauer yes
David Bambauer

John N. Bergman yes
John N. Bergman

cc: Airport Authority

Van Rental Agreement

This Van Rental Agreement ("Agreement") is entered into on this 4th day of April, 2024 between:

Auglaize County Commissioners
209 South Blackhoof Street
Room 201
Wapakoneta, Ohio 45895
("Owner")

and

Auglaize County Airport Authority
07776 State Route 219
PO Box 400
New Knoxville, OH 45871
("End User")

1. Vehicle Details:

The Owner agrees to rent the following vehicle ("**Van**") to the End User:

Make: Chevy
Year: 2008
Vehicle Identification Number (VIN): 1GAHG35K481114916
License Plate Number: 298XRE

2. Rental Period:

The rental period shall commence on April 8, 2024 and terminate on April 9, 2024

3. Rental Fee:

The End User agrees to pay a rental fee of \$1.

4. Condition of the Van:

The End User shall return the Van in the same condition as which it was received, except for reasonable wear and tear.

5. Use of the Van:

The Van shall be used solely for transportation purposes related to the operations of the Auglaize County Airport Authority. The End User shall not sublease, lend, or otherwise transfer the Van to any third party without the prior written consent of the Owner.

6. Maintenance and Repairs:

The End User shall be responsible for all routine maintenance and repairs caused by the End User's use of the Van during the rental period. End User shall promptly notify the Owner of any mechanical issues or damage to the Van during the rental period.

7. Insurance:

The End User shall maintain comprehensive insurance coverage for the Van during the rental period. The End User shall provide proof of insurance coverage and shall be responsible for any deductibles or other costs associated with insurance claims. The End User will show the Owner as additionally insured under their auto policy. The End User shall maintain insurance coverage for any and all employees, agents or individuals acting on behalf of the End User while operating the Van.

8. Indemnification:

The End User agrees to indemnify and hold harmless the Owner from any claims, liabilities, damages, or expenses arising out of or related to the End User's use or operation of the Van during the rental period.

9. Termination:

Either party may terminate this Agreement with one (1) day's written notice to the other party. In the event of termination, the End User shall return the Van to the Owner in good condition, except for reasonable wear and tear.

10. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

11. Entire Agreement:

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

12. Authority

Each signatory below has the authority to sign on behalf of the respective party for which he/she is signing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Auglaize County Commissioners:

Signature: _____

Print Name: _____

Title: _____

Signature: *David Bergman*

Print Name: David Bergman

Title: Commissioner

Signature: *John N Bergman*

Print Name: John N BERGMAN

Title: COMMISSIONER

Auglaize County Airport Authority:

Signature: *Ted Bergstrom*

Print Name: Ted Bergstrom

Title: Airport Manager