

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th of August, 2020.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested to authorize budget adjustments as follows:

Real Estate Assessment Fund:
Amount: **From:** 014.0012.530700 (Travel) **To:** 014.0012.530400 (Equipment)

2019 CDBG Allocation Fund:
Amount: **From:** 088.0088.530602 (Project Cridersville)088.0088.530601 (Project Aug. Industries) **To:**

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustments as mentioned above.

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

Adopted this
25th day of
August, 2020

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: County Auditor
County Administrator

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

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 25th of August, 2020.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, negotiations have been on-going concerning a lease for Hangar "F" including the office area of the hangar at the Neil Armstrong Airport which is owned by Auglaize County/Auglaize County Board of County Commissioners; and,
WHEREAS, the Auglaize County Airport Hangar committee and HKS Aviation Ltd have presented the Board with a lease agreement deem satisfactory by both parties; and,
WHEREAS, it is the recommendation of the Auglaize County Airport Hangar committee that the Auglaize County Board of County Commissioners approve the terms of such lease.
THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve and authorize the aforementioned lease for Hangar "F" at the Neil Armstrong Airport; said lease being between Auglaize County Board of Commissioners and HKS Aviation Ltd; and,
BE IT FURTHER RESOLVED that the Board of Auglaize County Commissioners does hereby authorize the execution of said lease; and,
BE IT FURTHER RESOLVED that a copy of said lease be hereto attached and thus be made a part of this Resolution.

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

Adopted this
25th day of
August, 2020

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergmar, yes
John N. Bergmar

Douglas A. Spencer, yes
Douglas A. Spencer

Don Regula, yes
Don Regula

- ✓ cc: HKS Aviation Ltd
- ✓ Airport Authority
- ✓ Airport Manager
- ✓ Edwin Pierce – Auglaize County Prosecutor

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

This Corporate Hangar Lease is entered into between the Auglaize County Board of County Commissioners, Auglaize County Ohio (“*Lessor*”) and HKS Aviation Ltd, an Ohio limited liability company (“*Lessee*”), effective August 1, 2020 (this “*Lease*”).

RECITALS

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

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

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

The aircraft storage area and office area and the forgoing rights are referred to herein as the “Leased Premises.”

- 1. Term of Lease. This Lease shall commence on August 1, 2020 (the “*Effective Date*”) and shall continue for five (5) years, expiring July 31, 2025.
- 2. Rental. Lessee agrees to pay, and Lessor agrees to accept, as rental for the Leased Premises, the following annual amounts, which amounts will be paid in equal monthly installments payable on the first day of each month during the term:

Hangar F: \$1,100 per month
- 3. Use of the Premises. During the term of this Lease, Lessee shall be entitled to use Hangar F for the following purposes: storage, repair, maintenance, operations and washing service to owned, rented and/or leased aircraft and related equipment. In its use of the Leased

Premises, Lessee shall comply with all applicable laws and regulations of Auglaize County, the Federal Aviation Administration, and the State of Ohio and with all general regulations not in conflict therewith heretofore or hereafter adopted by Lessor, its successors or assigns, for the airport in the interest of safety and good operating practices.

4. Maintenance and Repair of Hangar F. Except as otherwise provided, during the term of this Lease, Lessee shall maintain the Leased Premises in good and serviceable condition and repair Hangar F at its sole cost and expense, ordinary wear and tear excepted. The Auglaize County Airport Authority will provide maintenance for the structure items of Hangar F i.e. building walls, roof, operational state of doors and utility services. If Hangar F should be destroyed by fire or other cause or be so damaged that it cannot be repaired within ninety (90) days, Lessee may by written notice to Lessor within 180 days after such casualty terminate this Lease with respect to that Hangar. Lessee shall permit Lessor and its authorized employees or agents to enter the Leased Premises and to inspect the Leased Premises at reasonable times and upon reasonable notice.

5. Upgrades to Leased Premises. The Lessor must approve any changes or improvements to the Leased Premises. The Lessee shall be responsible for presenting any proposed changes or improvements to the Leased Premises to the Lessor for approval. If the Lessor approves a change or improvement to the Leased Premises, the Lessor shall, at such time, set the value and percentage of such change or improvement (including the relevant depreciation schedule) that shall be credited to the Lessee should this Lease be terminated or non-renewed at a time that such change or improvement has value remaining according to the items useful life. Those changes or improvements approved by the Lessor will be done at the sole expense of the Lessee. Should this Lease be terminated or non-renewed the Lessee shall be credited for those approved changes or improvements as set forth above. The changes or improvements must meet any applicable laws and regulations, including any environmental, building, or fire codes, of Auglaize County, the State of Ohio. All changes or improvements shall remain part of the Leased Premises.

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

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

8. Insurance.

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

1. Aircraft bodily injury liability insurance of \$100,000 for all arising out of bodily injury to or death of one person and \$300,000 for all damages arising out of bodily injury or death of two or more persons in any one accident.

2. Aircraft passenger liability insurance of \$100,000 for each passenger seat.

3. Aircraft property damage liability insurance of \$100,000

b. Fire and Casualty. - Lessee's Aircraft and Property. Lessee shall, at its expense procure and maintain insurance against loss by fire or other casualty to Lessee's aircraft owned and operated at the airport and to Lessee's other personal property located upon the Leased Premises in amounts and with companies satisfactory to Lessee.

c. Fire and Casualty - Leased Premises. Lessor shall, at its expense procure and maintain insurance against loss by fire or other casualty to the Leased Premises in amounts and with companies satisfactory to Lessor.

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

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

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

9. Assignment and Subletting. Lessee shall not assign this Lease or sublet any portion of the Leased Premises.

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

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

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

12. Environmental.

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

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

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

13. Termination. Lessee and Lessor shall have the right to terminate this Lease for the Leased Premises at any time after the conclusion of the one (1) month period immediately following the Effective Date, provided that the Lessee/Lessor gives the Lessee/Lessor at least one (1) month advance written notice. Except as specifically provided for herein, partial termination of this Lease will not result in changes to other terms and conditions of this Lease.

14.

Miscellaneous.

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

[Remainder of Page Intentionally Left Blank]

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

AUGLAIZE COUNTY BOARD OF COUNTY COMMISSIONERS

By: John N. Bergman
John N. Bergman

By: Doug Spencer
Doug Spencer

By: Don Regula
Don Regula

HKS AVIATION LTD, an Ohio limited liability company

By: Gary Heitmeyer

Name: Gary Heitmeyer

Title: Member

IN THE MATTER OF APPROVING THE CONTRACT AND BOND FOR LIEBRECHT EXCAVATING FOR THE SPALLINGER DITCH PROJECT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of August, 2020.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Engineer's office has filed with this Board a contract and bond from Liebrecht Excavating for labor and materials for said Spallinger Ditch project; and,

WHEREAS, the Board of County Commissioners has been requested to approve and execute the contract and bond, 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 and bond with Liebrecht Excavating as presented, for the Spallinger Ditch project, executing same; and,

BE IT FURTHER RESOLVED that the Clerk of the Board is hereby directed to record said contract and bond in the Commissioners' Journal; and,

BE IT FURTHER RESOLVED that the Engineer's Secretary prepare assessment billing notices in accordance with the list of assessments as presented by the County Engineer; for each parcel of land, each public corporation and each department, office, or institution of the State of Ohio as given; and,

BE IT FURTHER RESOLVED that the County Auditor is hereby directed to place unpaid assessments, after due payment period, on the County tax duplicates.

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

Adopted this
25th day of
August, 2020

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, ye
John N. Bergman

Douglas A. Spencer, ye
Douglas A. Spencer

Don Regula, ye
Don Regula

cc: County Engineer

DITCH CONTRACT

Revised Code, Sec . 6131.41

In the Matter of the SPALLINGER DITCH SINGLE County Ditch Petitioned for by SCOTT SPALLINGER and Others.

THIS AGREEMENT, made and entered into on this 25th day of August, 2020.

By and between the County Commissioners of AUGLAIZE COUNTY, Ohio, and hereinafter designated as "First Party," and LIEBRECHT EXCAVATING of 23479 BRICKNER ROAD DELPHOS OHIO, 45833 hereinafter designated as "Second Party."

WITNESSETH, THAT SAID "SECOND PARTY," *For and in consideration of the sum of TWENTY ONE THOUSAND TWO HUNDRED TWENTY NINE AND 40/100 (\$21,229.40) Dollars, to be paid as hereinafter specified, hereby agree to furnish unto said "First Party," all the necessary materials, and do all the work and labor required to construct the SPALLINGER DITCH improvement petitioned for by SCOTT SPALLINGER and Others and others, in accordance with plans, drawings and specifications for the same hereto attached, which plans, drawings and specifications are hereby declared to be a part of this contract.*

Said "Second Party" further agrees to furnish said materials and to do the said work and labor promptly, in a good substantial and workmanship manner, under the direction of the County Engineer in charge, without hindrance or delay to any other branch or class of work on said SPALLINGER DITCH and to work in harmony with and to render such assistance to other branches of work as their connection therewith and the progress of the SPALLINGER DITCH may require. The whole to be completed to the satisfaction and acceptance of said "First Party" on or before the 1st Day of May, 2021, AND SAID "FIRST PARTY," for and in consideration of the true and faithful performance of said work and labor and furnishings of said materials as aforesaid, hereby agree to pay unto the said "Second Party" said sum of TWENTY ONE THOUSAND TWO HUNDRED TWENTY NINE AND 40/100 (\$21,229.40) Dollars, in installment from time to time, upon the certificate of acceptance of the County Engineer and as provided by law.

Now if the said LIEBRECHT EXCAVATING of 23479 BRICKNER ROAD DELPHOS OHIO, 45833 shall faithfully perform and complete such work and labor and furnish such materials within the time and as above specified and conditioned, according to the tenor of said Contract, and in accordance with the plans, descriptions and specifications required and made a part of said Contract, then this obligation shall be void; otherwise it shall be and remain in full force and virtue in law.

Executive in Presence of

T. R. Flav
witness

[Signature]
witness

Brend Liebrecht
signed

Liebrecht Excavating
company

23479 Brickner Rd
street

Delphos OH 45833
city, state, zip

The above Contract being good and sufficient is approved this 25th day of August, 2020.

John N Bergman
commissioner

Raymond A. Spivey
commissioner

Donna R. Reardon
commissioner

BOND OF DITCH CONTRACTOR

Revised Code, Sec. 6131.42

In the Matter of the SPALLINGER DITCH

Single County Ditch No.

ON CONTRACT FOR WORK AND LABOR
AND MATERIALS

Petitioned for by SCOTT SPALLINGER and Others.

KNOW ALL MEN BY THESE PRESENTS, *that we, LIEBRECHT EXCAVATING of 23479 BRICKNER ROAD DELPHOS OHIO, 45833, as Principal, and AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, as sureties, are held and firmly bound unto the state of Ohio for the benefit of AUGLAIZE COUNTY and for the benefit of any owner having a right of action thereon as is provided by law, in the penal sum of TWENTY ONE THOUSAND TWO HUNDRED TWENTY NINE AND 40/100 (\$21,229.40) Dollars, WHICH IS 100% OF THE DITCH CONTRACT, to the payment of which sum, well and truly to be made, we do hereby jointly and severally bind ourselves, our heirs, executors and administrators.*

Signed by us, and dated this 25th day of August, 2020.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, whereas, the above Bound LIEBRECHT EXCAVATING of 23479 BRICKNER ROAD DELPHOS OHIO, 45833 have entered into a Contract with said Board of County Commissioners, First, to furnish the materials and perform the work and labor for the construction of the SPALLINGER DITCH improvement petitioned for by SCOTT SPALLINGER and Others and others specified in said Contract, to the satisfaction and acceptance of the County Engineer, on or before the 1st Day of May, 2021, for the compensation of TWENTY ONE THOUSAND TWO HUNDRED TWENTY NINE AND 40/100 (\$21,229.40) Dollars. (DITCH CONTRACT AMOUNT).

Second, to save the County from any loss caused by delay in completing the work or furnishing the material within the time and in the manner expressed in the contract, bid and specifications;

Third, for the payment of claims of any person, arising out of the unlawful acts or negligence of the contractor in the performance of his contract;

And Forth, to perform the contract in the time stated in the contract, to furnish and use in the improvement all materials of the grade, kind and quality as stated in the contract and specifications; and to construct the improvement in the manner stated in the contract and specifications.

Now if the said LIEBRECHT EXCAVATING OF 23479 BRICKNER ROAD DELPHOS OHIO, 45833 shall faithfully perform and complete such work and labor and furnish such materials within the time and as above specified and conditioned, according to the tenor of said Contract, and in accordance with the plans, descriptions and specifications required and made a part of said Contract, then this obligation shall be void; otherwise it shall be and remain in full force and virtue in law.

Executive in Presence of

Brod Liebrecht
Signed

Liebrecht Excavating
company

T. S. Flano
witness

D. S. Cur
witness

23479 Brickner Rd
street

Delphos, OH 45833
city, state, zip

The above Bond being good and sufficient is approved this 25th day of August, 2020.

John N. Bergman
commissioner

David A. Sauer
commissioner

Dan Regula
commissioner

IN THE MATTER OF APPROVING THE CONTRACT AND BOND FOR LIEBRECHT EXCAVATING FOR THE WOODLAND HILLS DITCH PROJECT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 25th day of August, 2020.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Engineer's office has filed with this Board a contract and bond from Liebrecht Excavating for labor and materials for said Woodland Hills Ditch project; and,

WHEREAS, the Board of County Commissioners has been requested to approve and execute the contract and bond, 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 and bond with Liebrecht Excavating as presented, for the Woodland Hills Ditch project, executing same; and,

BE IT FURTHER RESOLVED that the Clerk of the Board is hereby directed to record said contract and bond in the Commissioners' Journal; and,

BE IT FURTHER RESOLVED that the Engineer's Secretary prepare assessment billing notices in accordance with the list of assessments as presented by the County Engineer; for each parcel of land, each public corporation and each department, office, or institution of the State of Ohio as given; and,

BE IT FURTHER RESOLVED that the County Auditor is hereby directed to place unpaid assessments, after due payment period, on the County tax duplicates.

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

Adopted this
25th day of
August, 2020

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

✓ cc: County Engineer

DITCH CONTRACT

Revised Code, Sec . 6131.41

In the Matter of the WOODLAND HILLS DITCH SINGLE County Ditch Petitioned for by PLACE FAMILY FARMS and others.

THIS AGREEMENT, made and entered into on this 23rd day of August, 2020.

By and between the County Commissioners of AUGLAIZE COUNTY, Ohio, and hereinafter designated as "First Party," and LIEBRECHT EXCAVATING of 23479 BRICKNER ROAD DELPHOS OHIO, 45833 hereinafter designated as "Second Party."

WITNESSETH, THAT SAID "SECOND PARTY," For and in consideration of the sum of THIRTY SIX THOUSAND TWO HUNDRED FIFTEEN AND 25/100 (\$36,215.25) Dollars, to be paid as hereinafter specified, hereby agree to furnish unto said "First Party." all the necessary materials, and do all the work and labor required to construct the WOODLAND HILLS DITCH improvement petitioned for by PLACE FAMILY FARMS and others, in accordance with plans, drawings and specifications for the same hereto attached, which plans, drawings and specifications are hereby declared to be a part of this contract.

Said "Second Party" further agrees to furnish said materials and to do the said work and labor promptly, in a good substantial and workmanship manner, under the direction of the County Engineer in charge, without hindrance or delay to any other branch or class of work on said WOODLAND HILLS DITCH and to work in harmony with and to render such assistance to other branches of work as their connection therewith and the progress of the WOODLAND HILLS DITCH may require. The whole to be completed to the satisfaction and acceptance of said "First Party" on or before the 1st day of June 2021, AND SAID "FIRST PARTY," for and in consideration of the true and faithful performance of said work and labor and furnishings of said materials as aforesaid, hereby agree to pay unto the said "Second Party" said sum of THIRTY SIX THOUSAND TWO HUNDRED FIFTEEN AND 25/100 (\$36,215.25) Dollars, in installment from time to time, upon the certificate of acceptance of the County Engineer and as provided by law.

Now if the said LIEBRECHT EXCAVATING of 23479 BRICKNER ROAD DELPHOS OHIO, 45833 shall faithfully perform and complete such work and labor and furnish such materials within the time and as above specified and conditioned, according to the tenor of said Contract, and in accordance with the plans, descriptions and specifications required and made a part of said Contract, then this obligation shall be void; otherwise it shall be and remain in full force and virtue in law.

Executive in Presence of

Brod Liebrecht
signed

T.S. Flaw
witness

Liebrecht Excavating
company

[Signature]
witness

23479 Brickner Rd
street

Delphos, OH 45833
city, state, zip

The above Contract being good and sufficient is approved this 25th day of August, 2020.

John N. Bergman
commissioner

[Signature]
commissioner

[Signature]
commissioner

BOND OF DITCH CONTRACTOR

Revised Code, Sec. 6131.42

In the Matter of the WOODLAND HILLS DITCH

Single County Ditch No.

ON CONTRACT FOR WORK AND LABOR
AND MATERIALS

Petitioned for by PLACE FAMILY FARMS *and others*

KNOW ALL MEN BY THESE PRESENTS, *that we, LIEBRECHT EXCAVATING of*
23479 BRICKNER ROAD DELPHOS OHIO, 45833, *as Principal, and AUTO-OWNERS*
(MUTUAL) INSURANCE COMPANY, *as sureties, are held and firmly bound unto the state of Ohio*
for the benefit of AUGLAIZE COUNTY *and for the benefit of any owner having a right of action*
thereon as is provided by law, in the penal sum of THIRTY SIX THOUSAND TWO HUNDRED
FIFTEEN AND 25/100 (\$36,215.25) *Dollars, WHICH IS 100% OF THE DITCH CONTRACT,*
to the payment of which sum, well and truly to be made, we do hereby jointly and severally bind ourselves,
our heirs, executors and administrators.

Signed by us, and dated this 25th *day of* August, 2020.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, whereas, the above Bound
LIEBRECHT EXCAVATING of 23479 BRICKNER ROAD DELPHOS OHIO, 45833 have
entered into a Contract with said Board of County Commissioners, First, to furnish the materials and
perform the work and labor for the construction of the WOODLAND HILLS DITCH improvement
petitioned for by PLACE FAMILY FARMS and others specified in said Contract, to the satisfaction
and acceptance of the County Engineer, on or before the 1st day of June 2021, for the compensation of
THIRTY SIX THOUSAND TWO HUNDRED FIFTEEN AND 25/100 (\$36,215.25) Dollars.
(DITCH CONTRACT AMOUNT).

Second, to save the County from any loss caused by delay in completing the work or furnishing the
material within the time and in the manner expressed in the contract, bid and specifications;

Third, for the payment of claims of any person, arising out of the unlawful acts or negligence of the
contractor in the performance of his contract;

And Forth, to perform the contract in the time stated in the contract, to furnish and use in the improvement all materials of the grade, kind and quality as stated in the contract and specifications; and to construct the improvement in the manner stated in the contract and specifications.

Now if the said LIEBRECHT EXCAVATING of 23479 BRICKNER ROAD DELPHOS OHIO, 45833 shall faithfully perform and complete such work and labor and furnish such materials within the time and as above specified and conditioned, according to the tenor of said Contract, and in accordance with the plans, descriptions and specifications required and made a part of said Contract, then this obligation shall be void; otherwise it shall be and remain in full force and virtue in law.

Executive in Presence of

Bard Liebrecht
Signed

T. S. Stone
witness

Liebrecht Excavating
company

D. L. ...
witness

23479 Brickner Rd
street

Delphos, OH 45833
city, state, zip

The above Bond being good and sufficient is approved this 25th day of August, 2020.

John N. Baugma
commissioner

Paul ...
commissioner

Don ...
commissioner