

IN THE MATTER OF APPROVING THE EXECUTION OF THE CONTRACT WITH BARRETT PAVING MATERIALS, INC. FOR THE COUNTY 2020 ROAD RESURFACING PHASE 2 PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 23rd day of July, 2020.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on March 3, 2020, the Board of County Commissioners, in Resolution #20-104, awarding the bid for the County 2020 Road Resurfacing Phase 2 Program to Barrett Paving Materials, Inc. on the recommendation of Assistant County Engineer Andrew Baumer; and,

WHEREAS, a contract for this bid award was presented on this date, by Assistance County Engineer Baumer, to the Board for execution.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby approve the contract between Auglaize County and Barrett Paving Materials, Inc. for the 2020 Road Resurfacing Phase 2 Program and does further ratify the execution of said contract by the Auglaize County Board of County Commissioners.

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

Adopted this
23rd day of
July, 2020

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

<u>John N. Bergman</u>	, <u>yes</u>
John N. Bergman	
<u>Douglas A. Spencer</u>	, <u>yes</u>
Douglas A. Spencer	
<u>Don Regula</u>	, <u>yes</u>
Don Regula	

cc: County Engineer - Doug Reinhart

CONTRACT

This agreement, made this 28th day of July, 2020, by and between the **BOARD OF AUGLAIZE COUNTY COMMISSIONERS**, Auglaize County, Ohio, for and on behalf of said Commissioners, and Barrett Paving Materials Inc., CONTRACTOR.

WITNESSETH:

SECTION 1: That the said Contractor, in consideration of the promise agreements hereinafter contained, agrees:

- (A) To furnish a performance bond in the amount of 100% of the Contract.
- (B) To furnish at the Cost and expense of the Contractor, all of the necessary materials, equipment and labor, to build and complete a good improvement and appurtenances to various County and maintained roadways, as described in the plans and specifications herefore, on file with the Auglaize County Engineer, to which reference is hereby made, said plans, specifications and prevailing rate wages being made part of this contract and are incorporated herein by reference and attachment made a part hereof, and in accord with the proposal attached hereto and made part of this Contract in the manner and under the conditions specified in the Specifications and proposal.
- (C) To accept as payment in full, for said work, the sum of **four hundred sixty-one thousand five hundred forty-six 00/100 dollars (\$461,546.00)**, subject to such modifications or alterations as set forth in the aforesaid proposal.
- (D) Completion date for all work is September 30, 2020




IN WITNESS HEREOF the Board of Auglaize County Commissioners, Auglaize County, Ohio, have caused to be affixed hereto their signatures under the authority in them vested, and the Contractor has hereunto subscribed has hand at Wapakoneta, Ohio on the day and year first above mentioned.

**Board of Auglaize County Commissioners
Auglaize County, Ohio**

DATE: 7/17/20



BRIAN FULTZ - SENIOR ESTIMATOR
Contractor
Barrett Paving Materials, Inc.

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION DUE TO MONEYS CERTIFIED AND NOT APPROPRIATED.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of July, 2020.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested by the Esther Leffel, Clerk, to amend the Annual Appropriation with moneys that the County Auditor has certified and were unappropriated for the following fund listed below:

194 – 18CDBG – CHIP Fund.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the 2020 Annual Appropriation Resolution to be amended as follows:

Increase 194.0194.530600 (Private Rehab) - by \$1,000.00.

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

Adopted this
23rd day of
July, 2020

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman, ye
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

- cc: ✓ County Auditor
- ✓ County Administrator
- ✓ Clerk

IN THE MATTER OF APPROVING JULIE GOSSARD AS THE AUGLAIZE COUNTY JOB AND FAMILY SERVICES DIRECTOR.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of July, 2020.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the position of Auglaize County Jobs and Family Director became vacant as of October 31, 2019; and,

WHEREAS, the Board of County Commissioners has negotiated a contract/agreement with Ms. Julie Gossard of Wapakoneta, Ohio to serve as the Interim Job and Family Services Director, commencing October 31, 2019 and not ending until the Job and Family Services Director position is filled or until the Board determines that Ms. Gossard's services in such position are no longer needed; and,

WHEREAS, the Board of County Commissioners conducted first round interviews and second round interviews for the Job and Family Services Director; and,

WHEREAS, the Board did offer the Job and Family Services Director position to Julie Gossard on July 21, 2020 and she had accepted the position effective July 23, 2020; and,

WHEREAS, a fair and agreeable compensation for the employment of Ms. Gossard has been reached between Ms. Gossard and the Board of County Commissioners; and,

WHEREAS, a "Job and Family Services Director Agreement" has been drafted to the approval of both parties, it is necessary for the President of the Board of County Commissioners to execute said contract/agreement.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Job and Family Services Agreement as drafted for Ms. Julie Gossard; and,

BE IT FURTHER RESOLVED, that said Board authorizes John N. Bergman, as President of the Board of Auglaize County Commissioners to execute said contract/agreement; and,

BE IT STILL FURTHER RESOLVED that said "Job and Family Services Agreement" be hereto attached and thus be made a part of this Resolution.

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

Adopted this
23rd day of
July, 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: Auditor
Julie Gossard

AUGLAIZE COUNTY EMPLOYMENT AGREEMENT

This agreement is made and entered into effective July 23, 2020, by and between the AUGLAIZE COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as "EMPLOYER" and **MRS. JULIE GOSSARD** hereinafter referred to as "EMPLOYEE" upon the following terms and conditions:

1. The parties agree that effective July 23, 2020, EMPLOYEE will assume the position of Director of the Auglaize County Department of Job and Family Services, so as to effectively administer and operate the Auglaize County Department of Job and Family Services in accordance with the Ohio Revised Code Chapter 329, specifically Section 329.02 and Section 329.04 and all other applicable state and federal laws, regulations and other administrative rules.

2. EMPLOYEE agrees to faithfully perform the duties assigned to her by the EMPLOYER, as set forth in the position description hereto attached, to the best of her ability and to devote her full and undivided attention to the performance of said duties, under the control and direction of the EMPLOYER.

3. EMPLOYEE further agrees that in the performance of her duties she shall comply with all applicable state and federal laws and regulations and policies/procedures of the EMPLOYER for unclassified positions.

4. In consideration of such services, EMPLOYER agrees to pay EMPLOYEE compensation of an annual salary of **\$88,500.00** payable bi-weekly at **\$3,403.85**.

- a. Any annual wage increase shall be determined by the EMPLOYER and shall be documented by the issuance of a certificate of appointment (or other similar document).

5. EMPLOYEE shall receive vacation benefits at a rate as set forth by the ORC. Sick leave benefits shall be received at 4.6 hours per pay as set forth in Ohio Revised Code §124.38. Hospitalization insurance shall be in accordance with the county employee's insurance policy.

6. EMPLOYEE shall be entitled to (2) personal days with full pay each calendar year.

7. EMPLOYEE shall make all reasonable and diligent efforts to establish and maintain residency in Auglaize County within the term of her contract.

8. The EMPLOYEE is employed in an unclassified position with the EMPLOYER pursuant to O.R.C. 124.11 (3) (b). Therefore, the EMPLOYEE is employed pursuant to the "at will" doctrine.

9. The EMPLOYEE or EMPLOYER may terminate the employment relationship at any time for any reason or no reason.

10. In accordance with Ohio Revised Code Section 329.01, the EMPLOYEE shall be required to give bond to the Auglaize County Commissioners in an amount to be determined by them, and the cost of said bond shall be paid out of The Administrative Funds of Auglaize County Job and Family Services.

11. In the event of subsequent changes in state and federal law, regulations, mandate, or rule, which may modify, alter, abolish, any portion of their agreement, the parties shall be bound by any such change in applicable law or regulation.

Signed and Acknowledged
in the presence of:

Cothie Ruffel

Board of County Commissioners
Auglaize County, Ohio

By: John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

7/23/2020
DATE

Mrs. Julie Gossard
Mrs. Julie Gossard

IN THE MATTER OF GRANTING THE ANNEXATION OF 107.35 ACRES± TO THE CITY OF WAPAKONETA AS PETITIONED BY THE CITY OF WAPAKONETA AND FILED BY GRANT NEAL WAPAKONETA CITY DIRECTOR OF LAW.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of July, 2020.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, on July 17, 2020, Grant Neal Wapakoneta City Director of Law, filed with the Clerk of the County Commissioners a petition for the annexation, to the City of Wapakoneta, of 107.35 acres, more or less, which is entirely owned by the City of Wapakoneta; and,

WHEREAS, said petition was entered onto the Board of County Commissioners' Journal #120, Pages 533 through 543, under this date of July 21, 2020 by the Clerk of the Board; and,

WHEREAS, pursuant to Ohio Revised Code (ORC) Section 709.16, said petition met all requirements for a municipality directed annexation including:

1. Setting forth that under Ordinance 2020-31 and 2020-34, of the City of Wapakoneta, the territory described in the petition was authorized to be annexed.
2. An accurate legal description was included of the perimeter of the territory proposed to be annexed.
3. An accurate map or plat of the territory proposed to be annexed was included; and,

WHEREAS, pursuant to Ohio Revised Code Section 709.16, the Board must grant the annexation petition within 30 days of the filing, understanding that, pursuant to ORC 709.16 (H), the territory to be annexed shall not be excluded or removed from the township under ORC Section 503.07.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby grant the annexation of 107.35 acres, more or less, to the City of Wapakoneta as petitioned by the City of Wapakoneta.

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

Adopted this
23rd day of
July, 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 Engineer
- ✓ County Auditor
- ✓ City of Wapakoneta – Grant Neal
- ✓ Pusheta Township Trustees

IN THE MATTER OF AUTHORIZING THE CREATION OF THE CARES SMALL BUSINESS RELIEF GRANT PROGRAM CALLED "ReSTART AUGLAIZE COUNTY".

The Board of County Commissioners of Auglaize County, Ohio, met in telephonic session on the 23rd day of July, 2020.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a fast-spreading respiratory virus, which has caused a global pandemic and catastrophic illness and death for thousands of people around the world and in the United States of America; and,

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law by the President of the United States on March 27, 2020, providing a \$2 trillion economic relief package to workers and families, small businesses; and,

WHEREAS, the Board of County Commissioners of Auglaize County, Ohio established the temporary Office of CARES Act by Resolution No. #20-262, dated July 9, 2020, to effectively administer and distribute funds received directly from the US Treasury; and,

WHEREAS, the COVID-19 pandemic has been detrimental for many local small businesses and workers, and the Auglaize County Board of County Commissioners are desirous of creating the CARES Small Business Grant Program to lessen the economic damage caused by the pandemic; and,

WHEREAS, the CARES Small Business Grant Program will award up to \$10,000 grants to qualifying small businesses that have been directly, negatively impacted by the COVID-19 pandemic.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Auglaize County, Ohio, does hereby establish the CARES Small Business Grant Program referred to as ReSTART Auglaize County.

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

Adopted this
23rd day of
July, 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: Auditor

**Restart Auglaize County
COVID-19 Small Business Grant Program**

Auglaize County Commissioners have created a small business relief grant program called ReSTART AUGLAIZE COUNTY to provide financial aid to small businesses that have sustained economic hardships as a result of the COVID-19 pandemic. Eligible entities can received up to \$10,000 in assistance.

To qualify, applicants should meet the following criteria:

1. Business must have been impacted by the State-mandated closures that began March 15, 2020 due to COVID-19. The impacts may include loss of employees or revenue. Revenue must have declined by 10% or more as a result of COVID-19 since March 15, 2020.
2. Business must be located in Auglaize County and had to be in operation prior to March 1, 2020.
3. Business must have less than fifty (50) full-time equivalent employees as of March 15, 2020.
4. Annual gross receipts of the business must be less than \$2,000,000.
5. A business is not eligible to apply if it primarily operates as one of the following:
 - a. Adult entertainment establishment
 - b. Bank, savings and loan or credit union
 - c. E-commerce only company
 - d. Liquor/wine store
 - e. Vaping store
 - f. Tobacco store
 - g. Cannabis dispensary
 - h. Franchised business not locally owned and independently operated
6. Businesses must be in good standing with local, state, and federal jurisdictions with respect to taxes.

Eligible Assistance

If the applicant has experienced expenses directly attributable to the COVID-19 crisis, the following may be eligible for grant assistance:

- Lease or Mortgage Assistance: if the applicant applies for lease or mortgage assistance, proof of a lease or commercial mortgage with the monthly amount due shall be provided by the applicant.
- Operational Expenses Assistance: Examples of operational expenses include, but are not limited to: advertising and marketing, supplies, maintenance and repairs, payroll, and utilities.
- Unforeseen Expenses: Examples of unforeseen expenses included, but are not limited to: The development of new solutions to problems presented during the COVID-19 crisis, and the purchase of safety supplies such as masks, hand sanitizer, safety barriers, signage, and items to enforce physical distancing.

Application Process

Applicants are required to complete the application that is available at www2.auglaizecounty.org. The application and required documentation can either be returned to the Board of County Commissioners' office at 201 S. Blackhoof Street, Room 201, Wapakoneta, Ohio 45895 for emailed to commissioners@auglaizecounty.org. Applications will be accepted starting July 24, 2020 and must be submitted by August 14, 2020 at 4:30 p.m. All applications will be reviewed. Grants will be awarded until the grant funding is exhausted. Prior to the final approval of a grant application, additional information or documentation may be requested.

Grant Review Criteria

A committee will review each application and determine successful applicants. To be awarded funding, applications will be reviewed based on the following criteria:

- Determined to have filed a complete application with any additional information or documentation requested. (5 points)
- Determined to be a qualifying business and meets the established guidelines and rules. (5 points)
- Substantiated the most critical need for grant assistance based on loss of revenues and/or loss of employees. (10 points)
- Determined that the awarded grant will have a direct impact on sustaining the company. (10 points)
- Demonstrated economic and community benefits the business creates for Auglaize County. (5 points)
- Amount of other financial assistance received by applicant from other COVID-19 financial assistance programs. (5 points)
- Any other criteria as determined by the committee.

Grant Funds Distribution

Once a decision has been made, you will be contacted. All funds will be distributed via checks made out in the business's legal name.

Grant Reporting Requirements

If awarded, all grant funding distributed as part of this program must be spent and reported within 90 days of the date of distribution. Grant funds can be used to reimburse eligible expenses incurred from March 23, 2020 through 90 calendar days from receipt of grant funds. At the end of the grant term, the business shall submit an itemized list of all expenditures along with all supporting documentation. Documentation shall be in the form of paid invoices and canceled checks, bank statements, or similar documentation showing payment of eligible expenses. If the business cannot properly substantiate its eligible expenses, the business will be required to repay the undocumented grant funds.

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 23rd day of July, 2020.

Commissioner Spencer 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:

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
444847	\$55,643.00	Auglaize Co JFS
444873	\$ 6,534.00	Flint Trading
444881	\$18,750.00	Keystone Richland Center, Inc.
444883	\$ 457.76	Speakwrite, LLC
444893	\$ 5,550.00	PDG
444912	\$29,660.00	Auglaize Co Treasurer
444914	\$ 135.52	Ohio Treasurer of State

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

Adopted this
23rd day
July, 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 Commissioners Office
Auglaize County, Ohio
July 23, 2020

NO. #20-287

**IN THE MATTER OF AUTHORIZING THE APPROVAL OF THE PURCHASE OF REAL ESTATE BY
THE AUGLAIZE COUNTY SOLID WASTE DISTRICT.**

The Board of County Commissioners, Auglaize County, Ohio, met in regular session on the 23th day of July, 2020.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of Directors of the Auglaize County Solid Waste Management District, Auglaize County, Ohio met in regular session on the 23th day of July, 2020 with the following members present: John N. Bergman, Don Regula and Douglas A. Spencer; and,

WHEREAS, on June 26, 2020, the Board did authorize either the County Administrator or President to enter into negotiations for the purchase of real estate located at 323 E. Spring Street in New Knoxville, Ohio (the "*Real Estate*"); and

WHEREAS, the County Administrator has presented and recommended terms for the purchase of the Real Estate to the Board, the terms of which are attached hereto and incorporated as part of this resolution; and

WHEREAS, the Board believes the purchase of the Real Estate aligns with the Solid Waste Management District's Plan as most recently adopted on September 17, 2019;

THEREFORE, BE IT RESOLVED that the Auglaize County Solid Waste Management District Board of Directors hereby authorizes the purchase of the Real Estate according to the terms presented; and

BE IT FURTHER RESOLVED, that the Board hereby authorizes and ratifies the real estate purchase agreement and authorizes the President of the Board to execute any documents necessary to accomplish the actions contemplated in the resolution herein.

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

Adopted this
23th day of
July, 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: Solid Waste Coordinator – Scott Cisco

dotloop signature verification:
7/20/2020

Auglaize County, Ohio: Online Auditor - Printer Friendly Map

[Print](#) | [Back](#)

Auglaize County GIS



Notes

<i>Erica Preston</i>	dotloop verified 07/20/20 5:35 PM EDT 1FOR-ULHG-BDBS-EVL7
<i>Michael Kittel</i>	dotloop verified 07/20/20 6:26 PM EDT NULG-ZDMF-TQG-QNMG
<i>Angela Kittel</i>	dotloop verified 07/20/20 6:44 PM EDT YQOI-4BIW-GYUK-BNELK

REAL ESTATE PURCHASE CONTRACT

Adopted by the Midwestern Ohio Association of REALTORS®
It is recommended that all parties be represented by a REALTOR®.
This is a legally binding contract between the seller and purchaser.
If the provisions are not understood, legal advice should be obtained.



Cisco Realty
(Selling REALTOR® Firm)

Date: 06/27/2020

1. **DESCRIPTION.** The undersigned Purchaser agrees to purchase through Real Living CCR Realtors
(Listing REALTOR® Firm)
on the terms and conditions set forth below, the real property (the "Property") located in the City of New Knoxville
County of Auglaize, State of Ohio, described as, 323 East Spring St Acres only approx 10 Ac
House and buildings are not part of this sale approx 2.5 ac. see attached areil.
M3901416000
(Street and Number, Zip Code, Legal Description) (P.P. #)

The Property shall include the land, all appurtenant rights, privileges and easements. The Property passing under this Contract shall include the following, in their present physical conditions; all buildings, improvements, and fixtures, including, but not limited to, such of the following as are now on the Property; landscaping, electrical, heating, air conditioner, plumbing/bathroom fixtures, window/door shades, blinds, curtain rods, attached fireplace equipment, awnings/screens, storm windows/doors, garage door opener/controls(s), TV antenna/rotor/control/tower, TV wall mounts, water softener [leased equipment excluded]. Propane/oil remaining in tank shall become Purchaser's at possession.

Any personal property items listed above, owned by Seller, will be free and clear of liens and security interests at closing.

2. **PRICE.** Purchaser agrees to pay for the Property the sum of \$110,000.00 payable in cash at closing; contingent upon the Purchaser's ability to obtain CON FHA VA CASH OTHER financing at prevailing rates and terms. Seller shall have the right to cancel this Contract if Purchaser fails to apply for such financing within (7) calendar days after acceptance of this offer.

3. **OTHER CONDITIONS.** Subject to researching EPA Records and meeting buyers approval. Subject to final ratification by governing board. Buyer shall have first option to purchase house and all building till 1/31/2021 for \$180,000.00. Seller shall retain possession of stained glass door located in interior of house. Farm land is currently planted, thus farmer shall be allowed to harvest crops in fall. Seller shall receive proceeds from harvest per current agreement with farm tenant. Seller to pay for survey and all fees attached.

Buyer

4. **HOMEOWNERS WARRANTY DISCLOSURE.** Purchaser has been informed that home warranty programs may be available to provide additional benefits to Purchaser. Purchaser selects does not select a home warranty to be provided by a company to be chosen by and paid for by _____ at an amount not to exceed _____ excluding any applicable sales tax.

5. **PROPERTY CONTINGENCY.** (NOT APPLICABLE IF BLANKS ARE NOT FILLED IN) The terms and conditions contained herein are made expressly contingent upon closing of the Purchaser's property located at NA. Property is currently under contract not under contract. The undersigned Purchaser agrees that the Seller's property is to remain on the market for sale during interim. Should Seller receive a bona fide offer to purchase the property that Seller desires to accept, Seller's agent shall notify Purchaser's agent in writing of the other offer and Seller's intent to accept that offer. Purchaser shall have NA HOURS FROM THE RECEIPT OF Seller's agent's notice to remove said contingency or release said contract. If contingency is removed Purchaser will proceed with financing and close by the closing date or within 45 calendar days whichever is earlier. In the event any contingency herein is unable to be satisfied within the time specified, then all funds and documents shall be returned to parties depositing them and this contract shall be null and void.

Seller's Initials Date _____ Purchaser's Initials Date _____

Address 323 East Spring, Michael Kittel, New Knoxville, OH 45871

6. **PRORATIONS.** At closing, Seller shall pay or credit on the purchase price all real estate taxes and assessments, including penalties and interest, which become due and payable prior to date of closing. A prorated share calculated as of the closing shall be made in accordance with the following method: "Long Proration" method or the "Short Proration" method. All prorations shall be based on the most recent tax rates, assessments and valuation available at the auditor's, to include, if any, sidewalk, curb, gutter and sewer assessments. Unassessed new construction real estate taxes to be prorated on land only. If the real estate taxes will be subject to recoupment due to accruing agricultural tax savings (CAUV), the Seller Purchaser agrees to pay the amount of such recoupment. Interest and escrow balances on any mortgage assumed, pre-paid insurance premiums, rents and homeowners and condominium association fees shall be prorated to the date of closing. Seller shall pay all utility bills accrued to date of delivery of deed, or date of vacating, whichever is later. All security deposits paid to Seller by tenants in possession shall be transferred to the Purchaser at closing. NOTE: Real estate taxes and assessments are subject to change.

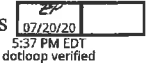
7. **POSSESSION.** Possession shall be given subject to tenant's rights closing _____ calendar days after delivery of deed, at _____ o'clock. Possession shall be deemed given as of said date or such earlier date as of which Purchaser receives actual notice from Seller of Seller's vacating the Property. Seller shall be responsible to Purchaser for damages caused by Seller's failure to deliver possession on the stated date.

8. **ACCEPTANCE AND CLOSING.** This offer shall remain open for acceptance until 07/21/2020, at 9:00 p.m. The closing for delivery of the deed and payment of the balance of the purchase price shall be held on or before 07/31/2020, or within 15 calendar days thereafter. In the event of a failure of the parties to agree, the closing shall be held on the last business day designated in this paragraph, and the Listing Broker shall have the right to designate the hour and place of closing.

9. **INSPECTIONS AND OTHER ADDENDA.**

9A. The following Addenda and attachments are attached to and shall be considered an integral part of this Contract:

- Lead Based Paint Forms
- Property Disclosure Forms
- Agency Form
- Addendum to Purchase
- Other (Describe) _____




9B. Inspection Addendum OR Purchaser waives their rights to any inspections Purchaser's Initials 

10. **DISCLOSURE OF CLOSING INFORMATION.** Purchaser and Seller consent to the release by the title agency, closing attorney, or other closing agent, or Purchaser's financial institution, on their behalf, copies of the Settlement Statement and Closing Disclosure Form to Broker and Broker's agent prior to, at, or subsequent to, the closing.

Purchaser and/or Seller further agree to execute any or all documents required by the title agency, closing attorney or other such closing agent, or Purchaser's financial institution for purposes of authorizing the release of such information.

11. **AUTHORIZATION TO M.L.S. AND INFORMATIONAL SERVICES.** Seller and Purchaser authorize REALTOR® to disclose this sales information to any Multiple Listing Service to which REALTOR® is a member and that disclosure by M.L.S. to other M.L.S. participants, affiliates, governmental agencies or other sources authorized to receive M.L.S. information shall be made. Seller and Purchaser acknowledge that sales information is public record and may be accessed and used by entities, both public and private, without the consent of the parties. Seller and Purchaser authorize REALTOR® to disclose financing and other concession data upon inquiry and to the M.L.S. sold database, as applicable to the extent necessary to adjust price to accurately reflect market value.

12. **DEED.** Seller shall deliver to Purchaser a good and sufficient warranty deed, fiduciary deed or land contract with appropriate release of dower conveying a good and marketable title, in accordance with the Ohio Marketable Title Act and the Standards of Title Examination, Ohio State Bar Association. Subject property is to be free and clear of all liens and encumbrances whatsoever, except restrictions, conditions and easements of record, rights of tenant in possession, zoning provisions (none of which shall be materially adverse to Purchaser's use of the premises noted in OTHER CONDITIONS, paragraph 3) and taxes and assessments as hereinafter set forth in PRORATIONS, Paragraph 6. If Seller's title is found to be defective, Seller shall remedy the defect within thirty (30) calendar days, otherwise, at option of Purchaser, the deposit shall be returned and contract shall be null and void.

Seller's Initials   Date _____ Purchaser's Initials  Date _____

Address 323 East Spring, Michael Kittel, New Knoxville, OH 45871

13. **TITLE INSURANCE.** It is recommended that Purchaser secure either an Owner's Title Insurance Policy or an attorney's Certificate of Title through a Title Insurance Agent or Attorney of Purchaser's choosing. 79 80

14. **REPRESENTATIONS AND WARRANTIES.** Seller certifies to Purchaser that with respect to the Property (a) no orders of any public authority are pending, (b) no work has been performed or improvements constructed that may result in future assessments or liens, (c) no notices have been received from any public agency with respect to condemnation or appropriation, change in zoning, proposed future assessments, correction of conditions, or other similar matters; (d) Seller will not change any existing lease/rental agreement or enter into new lease/rental agreement, and (e) there presently exists no defects or conditions or toxic or hazardous or contaminated substances on the Property, known to Seller which would adversely affect or materially impair the fitness of the Property for the purpose of its intended use. **Purchaser is relying solely upon examinations of the Property, the Seller's certification herein, and inspection herein required, if any, for its physical condition and character, to the earnings therefrom, utility, zoning, size of the land, improvements, and not upon any representation by the real estate agents involved who shall not be responsible for any defects in the Property. Seller's representations shall survive the closing.** 81 82 83 84 85 86 87 88 89 90

15. **DAMAGE TO BUILDINGS.** If any buildings or other improvements are substantially damaged or destroyed prior to the closing, Purchaser shall have the option (a) to proceed with the closing and receive the proceeds of any insurance payable in connection therewith, subject to current mortgage holders rights or (b) to terminate this Contract and have the earnest money as receipted on page four returned and both parties shall be released from all further obligations under this Contract. Seller shall keep the Property adequately insured against fire and extended coverage perils prior to closing. Seller agrees to maintain the Property in its present condition until delivery of possession, subject to ordinary wear and tear and the provisions of this paragraph. 91 92 93 94 95 96

16. **EARNEST MONEY.** Purchaser has deposited with Broker the sum receipted for on page four of this Contract, which shall be returned to Purchaser, upon Purchaser's request, if no contract has been entered into. Any disbursement of Earnest Money shall be in compliance with Ohio R.C. 4735.24. The Earnest Money shall be disbursed as follows: (i) if the transaction is closed, the Earnest Money shall be applied to Purchase Price (may be retained by brokerage and credited toward brokerage commission owed) or as directed by Purchaser or (ii) upon verification that Purchaser's loan is declined, the Earnest Money shall be returned to the Purchaser or (iii) if any contingency cannot be satisfied the Earnest Money shall be returned to the Purchaser or (iv) if either party refuses or fails to perform, the Earnest Money shall be (a) disbursed in accordance with a release of earnest money ("Release") signed by all parties to the Contract or (b) in the event of a dispute between the Seller and Purchaser regarding disbursement of the Earnest Money, the broker is required by law to maintain such funds in his trust account until the broker receives (a) written instructions signed by the parties specifying how the Earnest Money is to be disbursed or (b) a final court order that specifies to whom the Earnest Money is to be awarded. If the Real Estate is located in Ohio, and if within two years from the date the Earnest Money was deposited in the broker's trust account, the parties have not provided the broker with such signed instructions or written notice that such legal action to resolve the dispute has been filed, the broker shall return the Earnest Money to the Purchaser with no further notice to the Seller. Both Purchaser and Seller acknowledge and agree that, in the event of a dispute between Purchaser and Seller as to entitlement of the Earnest Money, the REALTORS® will not make a determination as to which party is entitled to the Earnest Money. 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111

17. **COMMUNICATIONS.** I understand that by signing this Real Estate Purchase Contract, I consent to receive communication from the REALTOR® agent and/or brokerage representing me in this transaction via U.S. Mail, email, telephone or facsimile at the number(s) / location(s) listed in this contract. 112 113 114

18. **FAIR HOUSING / BLOCKBUSTING STATEMENT.** It is illegal, pursuant to the Ohio Fair Housing Law, Division (H) of Section 4112.02 of the Revised Code and the Federal Fair Housing law, 42 U.S.C.A. 3601, to refuse to sell, transfer, assign, rent, lease, sublease or finance housing accommodations, refuse to negotiate for the sale or rental of housing accommodations, or otherwise deny or make unavailable housing accommodations because of race, color, religion, sex, familial status as defined in section 4112.01 of the Revised Code, ancestry, military status as defined in that section, disability as defined in that section, or national origin or to so discriminate in advertising the sale or rental of housing, in the financing of housing, or in the provision of real estate brokerage services. It is also illegal, for profit, to induce or attempt to induce a person to sell or rent a dwelling by representations regarding the entry into the neighborhood of a person or persons belonging to one of the protected classes. 115 116 117 118 119 120 121 122

19. **MEGAN'S LAW.** Purchaser should exercise whatever due diligence Purchaser deems necessary with respect to Ohio's Sex Offender Registration and Notification Law (commonly referred to as "Megan's Law"). This law requires the local Sheriff to provide written notice to neighbors if a sex offender resides or intends to reside in the area. The notice provided by the Sheriff is a public record and is open to inspection under Ohio's Public Records Law. If concerned about this issue, Purchaser assumes responsibility to obtain information from the Sheriff's office regarding the notices they have provided pursuant to Megan's Law. 123 124 125 126 127

Seller's Initials   Date _____ Purchaser's Initials   Date _____
07/20/20 07/20/20 07/20/20
6:49 PM EDT 6:50 PM EDT 5:37 PM EDT
dotloop verified dotloop verified dotloop verified

Address 323 East Spring, Michael Kittel, New Knoxville, OH 45871

20. **GENERAL PROVISIONS.** Upon acceptance, this offer shall become a complete contract binding upon and inuring to the benefit of Purchaser and Seller and their respective heirs, personal representatives, successors, and assigns, and shall be deemed to contain all the terms and conditions agreed upon. No oral conditions, representations, warranties or agreements shall be valid and binding upon the parties unless in writing, and signed by both parties. Purchaser has examined the Property and, except as otherwise provided in this Contract, is purchasing it "as is" in its present condition, relying upon such examination as to the condition, character, size, utility and zoning of the Property. Any word used in this Contract shall be construed to mean either singular or plural by the number of signatures as indicated on page five. Time is of the essence of all provisions of this Contract.

21. **OWNERSHIP/TITLE.** In the name of (please print) _____
 Joint Tenancy with Rights of Survivorship Tenancy in Common Land Contract Other

22. **PURCHASER ACKNOWLEDGEMENT.**

Purchaser Erica Preston dotloop verified 07/20/20 5:37 PM EDT XBSL-UHGK-VJBL-EBG4 Address _____
Purchaser _____ Phone Number _____
Email Address ericapreston8@gmail.com

23. **SELLER'S RESPONSE.** The undersigned Seller has read and fully understands this offer and hereby:
 Accepts offer and agrees to the terms and conditions herein contained.
 Counteroffers (See attached Counteroffer Form)
 Rejects

Date _____ Time _____
Seller Michael Kittel dotloop verified 07/20/20 6:49 PM EDT QMIK-AIUR-PJDH-CWWB Address _____
Seller Angela Kittel dotloop verified 07/20/20 6:50 PM EDT 4DPT-CPQJ-97R9-AFJB Phone Number _____
Seller Email Address _____

Listing Agent Scott Parsons Phone 419-222-0555
Email scott.parsons.ccr@gmail.com Phone _____

Selling Agent Denise Cisco Phone 419-305-2593
Email denise@ciscorealty.com Phone _____

EARNEST MONEY RECEIPT
\$ _____
Check # _____ cash note
other _____ shall be held and disbursed pursuant to Paragraph 16.

THIS IS A LEGALLY BINDING CONTRACT BETWEEN THE SELLER AND PURCHASER IF THE PROVISIONS ARE NOT UNDERSTOOD, LEGAL ADVICE SHOULD BE OBTAINED



Seller's Initials MK AK Date _____ Purchaser's Initials _____ Date _____
07/20/20 6:49 PM EDT dotloop verified 07/20/20 6:50 PM EDT dotloop verified 07/20/20 5:37 PM EDT dotloop verified