

IN THE MATTER OF APPROVING A CONTRACTOR'S PAY REQUEST #9 FROM IAP GOVERNMENT SERVICES FOR THE AIRPORT TERMINAL BUILDING PROJECT FOR THE NEIL ARMSTRONG AIRPORT TO BAUMER CONSTRUCTION.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of July, 2020.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, on October 15, 2019, Resolution #19-416, the Board of County Commissioners selected the bid for the Neil Armstrong Airport Terminal Building Project at the cost of \$1,648,900.00; and,

WHEREAS, the Board of County Commissioners has now been presented with a Contractor's Pay Request #9 in the amount of \$188,000.00 from IAP.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Pay Request #9 in the amount of \$188,000.00 and does authorize the execution by the President of the Board of County Commissioners for said Contractor's Partial Pay #9 to be paid in accordance with the amendment to the project management contract approved in Resolution #20-091. A check in the amount of \$176,720.00 (representing the 94% of pay request #9) will be issued directly to the Contractor on 07/30/2020.

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

Adopted this
28th 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: IAP
 Airport Manager
 Airport Authority
 Baumer Construction

IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE AUGLAIZE COUNTY BOARD OF ELECTIONS DIRECTOR.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of July, 2020.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, under date of January 2, 2020, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2020 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

WHEREAS, County Auditor Janet Schuler informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the HAVA Cyber Security 90.404 Fund (039) by \$40,000.00 and BOE Cares Act Grant Fund (091) ; and,

WHEREAS, Board of Elections Director requested that the Board amend the 2020 Annual Appropriation to reflect the following increase:

Increase 039.0039.530600 (Contract Services) by \$40,000.00;

Increase 091.0091.510200 (Salary) by \$7,814.00;

Increase 091.0091.510201 (Medicare) by \$115.00;

Increase 091.0091.536400 (Workers Comp) by \$157.00

Increase 091.0091.536700 (PERS) by \$1,100.00;

Increase 091.0091.530300 (Supplies) by \$28,628.00.

THEREFORE BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2020 Annual Appropriation Resolution be amended to show the change as tabulated 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
28th 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 Auditor
- ✓County Administrator
- ✓Board of Elections

County Commissioners Office
Auglaize County, Ohio
July 28, 2020

NO. #20-290

IN THE MATTER OF REQUESTING FROM THE COUNTY AUDITOR, THE AMOUNT OF REVENUE GENERATED BY A ONE MILL RENEWAL LEVY FOR THE AUGLAIZE COUNTY COUNCIL ON AGING.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 28th day of July, 2020.

Commissioner Regula moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners has received correspondence from Robert J. Warren, Executive Director of the Auglaize County Council On Aging informing the Board that the five (5) year operating levy presently in place is due to expire this year; and,

WHEREAS, Director Warren stated that the Council On Aging would like to place this levy on the November 3, 2020 ballot, asking electors to approve a one (1) mill renewal levy; and,

WHEREAS, pursuant to the Ohio Revised Code Section 307.85 the Board of County Commissioners "may participate in, give financial assistance to, and cooperate" in establishing or maintaining services to the elderly citizens through the Auglaize County Council On Aging and pursuant to Ohio Revised Code Section 5705.19 the Board of County Commissioners may approve a tax levy for such purposes; and,

WHEREAS, the Board of County Commissioners has determined that it is necessary to approve the levy for the Auglaize County Council on Aging for a tax outside the ten-mill limitation for the purpose to mentioned above.

THEREFORE BE IT RESOLVED, the Board of Commissioners of Auglaize County, Ohio, being authorized in the Ohio Revised Code Section 5705.25 and pursuant to Ohio Revised Code Section 5705.03 (B), does hereby request the Auglaize County Auditor to certify to said Board the dollar amount of revenue that would be generated by the millage as stated by the Auglaize County Council On Aging; same being one (1) mill renewal levy; and,

BE IT FURTHER RESOLVED that the dollars generated by the levy would be used for provision and maintenance of services to elderly citizens through the Auglaize County Council on Aging as provided in Ohio Revised Code Section 5725.19(Y).

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

Adopted this
28th 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 Auditor (certified)
✓ Auglaize County Council on Aging

County Commissioners Office
Auglaize County, Ohio
July 28, 2020

NO. #20-291

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 28th day of July, 2020.

Commissioner Regula 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 28th day of July, 2020 with the following members present: John N. Bergman, Don Regula and Douglas A. Spencer; and,

WHEREAS, on July 23, 2020, the Board did authorize either the County Administrator to enter into negotiations for the purchase of real estate owned by Mr. Feathers 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 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 Spencer seconded the Resolution and upon the roll being called, the vote resulted in the adoption of the Resolution as follows:

Adopted this
28th 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

Real Estate Purchase Agreement

This Contract ("Agreement") is made and entered into as of the 28th day of July, 2020, by and between the Seller and the Buyer as identified below for the purchase of certain real property (herein "the Premises") described as follows:

Situate in the Village of New Knoxville, County of Auglaize, and State of Ohio, to-wit:

Being part of Out Lot #63 in the Village of New Knoxville, Ohio.

Commencing at an iron pipe set at the south-west corner of Out Lot #63 in the Village of New Knoxville, said point being 670.30 feet south of the north line of Section 29, T-6-S, R-5-E, Washington Township, Auglaize County and the Place of Beginning for the parcel herein described.

Thence north with the west line of Out Lot #63, a distance of 350.30 feet to an iron pipe. Thence east with an interior angle of $90^{\circ}07'$, a distance of 200.3 feet to an iron pipe. Thence south with an interior angle of $88^{\circ}53'$, a distance of 10.0 feet to an iron pipe. Thence east with an interior angle of $271^{\circ}07'$, a distance of 132.00 feet to an iron pipe. Thence south with an interior angle of $88^{\circ}53'$ a distance of 340.30 feet to an iron pipe at the south-east corner of Out Lot #63. Thence west with an interior angle of $91^{\circ}07'$ a distance of 323.30 feet along the south line of Out Lot #63 to the Place of Beginning.

Containing 2.641 acres

Tax ID No: M3901416400

Prior Deed Reference: Vol. 182, Page 0421

RECITALS:

1. The Seller is Robert E L Feathers, a married individual.
2. The Buyer is the Board of Auglaize County Commissioners
3. The Seller desires to sell and the Buyer desires to buy the Premises.

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, and intending to be legally bound, the Seller and the Buyer agree as follows:

1. **Recitals.** The parties agree that the foregoing recitals are true and correct and incorporated herein by this reference.
2. **Agreement to Sell.** Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller the Premises upon the terms and conditions set forth herein.

3. **Purchase Price.** The purchase price of said property shall be the sum of Thirty Thousand Dollars (\$30,000.00) as full consideration for the Premises.
4. **Closing and Possession.** Closing shall occur on or before thirty days from the date of execution of this Agreement and at such location as Seller and Buyer mutually agree upon. Seller shall transfer possession of the Premises to the Buyer upon closing. However, Buyer agrees that Seller shall maintain any farm rental income for any and all crop currently planted in the Premises and shall not interfere with the arrangement between Seller and the current farm tenant for the current season.
5. **Deed.** At the closing Seller shall convey to Buyer good and marketable title to the Premises by executing and delivering a good a sufficient recordable Warranty Deed, with full release of dower, conveying to the Buyer or the Buyer's assign the Premises free and clear of all encumbrances, except as stated below:
 - a. Real estate taxes and assessments which are not due and payable as of the date of the closing;
 - b. All legal highways, easements;
 - c. All easements, rights-of-ways, covenants, reservations, and restrictions of record; and
 - d. All building and zoning laws, statutes, ordinances, codes, resolutions and regulations.
6. **Closing Expenses.** The expenses of closing described in this Agreement shall be paid in the following manner:
 - a. The full costs of any title guarantee or other form of title certificate or title insurance to be paid by the Buyer;
 - b. The cost of preparing, executing and acknowledging any deed or other instruments required to convey title to Buyer in the manner described in this Agreement shall be paid by the Buyer;
 - c. The cost of preparing, executing and acknowledging any promissory notes and other instruments securing debts for financing this transaction shall be paid by the Buyer; and
 - d. Any cost of transfer and recordation of title shall be paid by the Buyer.
7. **Real Estate Taxes.** There shall be no proration between Seller and Buyer. Buyer shall be responsible for the real estate taxes due and payable after the closing date.
8. **Condition of the Property.** This property is being purchased in its present physical condition, and the Buyer is relying solely upon such examination with reference to condition, value, character and size of the property and improvements and fixtures, if any.
9. **General Provisions.** The following general provisions shall apply to this Agreement.

- a. It is understood that this Agreement contains all of the terms and conditions agreed upon between the Seller and Buyer, and there are no outside conditions, representations, warranties or agreement.
- b. Each party hereby acknowledges receipt of a copy of this Agreement.
- c. This Agreement shall be governed by the laws of the State of Ohio.
- d. Time is of the essence in all provisions of this Agreement.
- e. This Agreement shall not be assigned by either party without the consent of the other party.
- f. This Agreement shall be binding upon and inure to the benefits of the parties, their heirs, executors, administrators, and assigns if such assignment is approved.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have hereunder set their hands this 20th day of July, 2020.

SELLER:

Robert E. L. Feathers
Robert E L Feathers

BUYER:

John W. Bergman
Dwight A. Sencer
Don Regula