

**IN THE MATTER OF THE AWARDING BID FOR PARCEL #1 FOR THE 8.16 ACRES FOR THE HAY GROUND LEASE OF COUNTY OWNED FARMLAND LOCATED OFF OF STATE ROUTE 65 TO KEVIN WRIGHT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of October, 2020.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, September 29, 2020 being the date set in Resolution #20-335, the Board of County Commissioners did on said date receive and publicly open bids for the lease of County owned hay ground located off of State Route 65 near Uniopolis; and,

**WHEREAS**, the Board of Auglaize County Commissioners have reviewed the bid; and,

**WHEREAS**, the only bid for the hay ground lease was from Kevin Wright for \$73.00 per acre.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio, does hereby award the bid for the lease of County owned 8.16 acres of hay ground to Kevin Wright; this award is for Parcel #1 at \$73.00 per acre; and,

**BE IT FURTHER RESOLVED** that the lease agreement is to be drafted with the Board of County Commissioners and hereby authorizes the Board to execute said lease agreement.

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

Adopted this  
6th day of  
October, 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: Kevin Wright

## LEASE AGREEMENT

This lease agreement is entered into this 1<sup>st</sup> day of October, 2020, by and between the Board of County Commissioners, 209 S. Blackhoof St., Room 201, Wapakoneta, Ohio 45895 Auglaize County, Ohio, hereinafter known as the **Lessor**, and **Kevin Wright, 18217 State Route 67, Wapakoneta, Ohio 45895**, hereinafter known as the **Lessee**.

1. Lease of the farm acreage. Lessor hereby leases to the Lessee APPROXIMATELY 8.16 ACRES CONSISTING of that tract of land which includes the area around the Uniopolis Sewer facility. Copies of the land map description of said tract is attached hereto marked "Exhibit A". The aforementioned tract is located off State Route 65 near Uniopolis.
2. Terms of the Lease. The terms of this lease shall begin on the date the agreement is signed and end at the end of the October 31, 2023 with the possibility of two (2) one (1) year extension after the initial three (3) year lease.
3. Rent. The Lessee agrees to lease the acreage for the consideration of **\$ 73.00 per acre**, per year, to be paid to the Lessor. The annual lease payment under this contract is to be paid, to the Lessor, at the above address in one payment, no later than June 1st. The County Commissioners' Clerk will invoice the Lessee May of each year.
4. Additional Terms. Within six (6) months from the date that this Lease shall terminate, the Lessee may exercise an option to extend the Lease for an additional year ending October 31, 2024 for the same lease per acre price and subject to the same terms and conditions as set forth in the Lease. Further, if Lessee exercises such renewal option the Lessee shall have six (6) months prior to October 31, 2024 to request the second extension of the Lease to October 31, 2025 at the same terms and conditions as set forth in the Lease. The Lessee would have the potential to lease the hay ground for the original period with two extensions periods for a total of five (5) years.
5. Repairs of tiles. If the Lessee shall notify the Lessor that the leased acreage has incurred tile damage, the Lessor will inspect the area and make a reasonable determination regarding the necessity of such repairs. If such repairs are deemed necessary, the Lessor will purchase the required materials and the Lessor will be responsible for all installations including any cost that might be incurred.
6. The Lessor shall be responsible for and shall pay all real estate taxes and assessments due during the term of this lease or any extensions thereof.

7. Lessee shall secure and shall be responsible for payment of a policy of general liability insurance for said leased premises in the amount of \$ 1,000,000 coverage and provide a copy to the Lessor. Further, the Lessee, his agents, employs, assigns or heirs shall hold the Lessor, it agents, employs, assigns, and successors harmless on any liability associated with Lessee's use of said premises and shall indemnify the Lessor for any loss or costs associated with a claim arising there from.
8. Lessee shall not assign any portion or the whole of premises described in this agreement without the express written consent of the Lessor.
9. This agreement may be terminated at any time by the signed mutual written agreement of the parties hereto.
10. The Board of County Commissioners reserves the right to remove any part of the leased acreage from the agreement. Notification of removal of the acreage shall be made to the Lessee before October 1<sup>st</sup> of the applicable planting year.

**IN WITNESS WHEREOF**, the parties have executed this agreement.

ATTEST:

Board of County Commissioners  
Auglaize County, Ohio

Esther M. Leffel  
\_\_\_\_\_

John N Bergman  
\_\_\_\_\_  
Douglas A Spencer  
\_\_\_\_\_  
Don Regula  
\_\_\_\_\_

This document was acknowledged before me on October 6<sup>th</sup>, 2020 by John N. Bergman, Douglas A. Spencer, Don Regula, as the Board of Auglaize County Commissioners.



**ESTHER M. LEFFEL**  
Notary Public, State of Ohio  
My Commission Expires 02/12/2022

Esther M. Leffel  
\_\_\_\_\_  
Notary Public

ATTEST:

Lessee of Parcel #1 containing 8.16 acres:

Esther M. Leffel  
\_\_\_\_\_

Kevin Wright  
\_\_\_\_\_  
Name: Kevin Wright  
Address: 18217 St. Rt. 67,  
Wapakoneta, OH 45895

This document was acknowledged before me on October 6, 2020, by Kevin Wright for Name.

(Name)



**ESTHER M. LEFFEL**  
Notary Public, State of Ohio  
My Commission Expires 02/12/2022

Esther M. Leffel  
\_\_\_\_\_  
Notary Public

Auglaize County, Ohio



**IN THE MATTER OF ACCEPTING THE WAYNESFIELD-GOSHEN LOCAL SCHOOL DISTRICT  
REQUEST FOR CORONAVIRUS RELIEF FUNDING FOR THE COVID-19 PANDEMIC RESPONSE.**

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The Board of County Commissioners of Auglaize County, Ohio, met in regular session on the 6th day of October, 2020.

Commissioner Regula moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Coronavirus Disease 2019 (COVID-19) has caused unique disruptions for Auglaize County; and,

**WHEREAS**, the Waynesfield-Goshen Local School District (“the “School District”) is planning to put in an air purification system that will kill bacteria, mold and viruses. This system combines six technologies in one unit – PHI, PCI, bi-Polar Ions, UNV, Hydrophilic, and Cold Plasma. It reduces odors, particulate, smoke, and VOCs. It kills 99 percent of sneeze germs within three feet; and,

**WHEREAS**, the School District is committed to expending the balance of its current CARES Act funding and additional district funds as necessary; and,

**WHEREAS**, the expected cost to the school district is around \$125,000.00. The Waynesfield-Goshen Local School District has requested the funds from the Auglaize County Board of Commissioners’ share of the CARES Act Funding.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Commissioners of Auglaize County, Ohio does hereby accepts and authorizes the request for \$49,000.00 to help the Waynesfield-Goshen Local School District to proceed with this project and to ease the impact on their school district’s budget; and,

**BE IT FURTHER RESOLOVED** authorizes the Clerk of the Board to process the release of funds from 053.0053.530900 in the amount of \$49,000.00.

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

Adopted this  
6th day of  
October, 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  
✓Waynesfield-Goshen Local School District