

Minutes of Regular Meeting

June 4, 2020 @7PM

Baughman Township Trustees met in regular session June 4, 2020 at the Baughman Township office, 3470 Mt Eaton Road, Burton City, Ohio at 7:00 PM. All members were present. Chairman Geiser called the meeting to order and led the Pledge of Allegiance. Calame made motion to approve the May 7, 2020 regular meeting minutes. Second Geiser. Motion carried. Geiser made motion to approve May 18, 2020 special meeting minutes. Second Calame. Motion Carried. Kaufman made motion to pay bills. Second Calame. Geiser-yes, Calame-yes, Kaufman-yes.

Trustees reviewed 2020 Tax Budget for Wayne County Auditor. Calame made a motion to set a budget hearing for Fiscal Year 2021 for, Thursday July 9, 2020 at 7PM at Baughman Township Office, 3470 N. Mt Eaton Rd Burton City OH. Second Kaufman. Kaufman-yes, Geiser-yes, Calame-yes.

Baughman Township applied for a grant from Stark-Tuscarawas-Wayne Recycling District to upgrade its cameras at the trash operation site in April and was awarded the grant. Stoll presented the Trustees with the Stark-Tuscarawas-Wayne Recycling District grant agreement for their review. Geiser made motion to accept Resolution 2020-3. To participate in the grant awarded to Baughman Township from Stark-Tuscarawas-Wayne Recycling District. Second Calame. Kaufman-yes, Geiser-yes, Calame-yes. Kaufman made motion to accept Resolution 2020-4. Baughman Township Trustees approved the amending of 2031 Road and Bridge fund revenue and expense in the amount of \$5430.44. The Board approves to submit a request to amend the Certificate of Estimated Resources and Supplemental Appropriations to Wayne County Auditor. Second Calame. Kaufman-yes, Calame-yes, Geiser-yes.

Stoll stated that each year by April 15 he needs to file a brine report with ODNR. Baughman has not used brine on the roads in the past and if it does not see the need for brine in the future, by passing Resolution 2020-5 will discontinue the need to file a report each April. Geiser made motion to accept Resolution 2020-5, brine status with ODNR inactive. Second Kaufman. Kaufman-yes, Geiser-yes, Calame-yes.

Geiser made motion to enter into Executive Session under ORC 121.22 Sec G, Conferences with an Attorney for the public body concerning disputes involving the public body that are the subject of a pending or imminent court action. Second Kaufman. Kaufman-yes, Geiser-yes, Calame-yes. 8:19PM. Out of Executive Session 8:33PM.

Stoll stated that Legal had gotten back with a revised agreement for Firefighting and Emergency Medical Services contract for 2021 (Tanker 64). Trustees and the Orville Fire

Department are to review the contract. Calame will be point person to review with Orrville FD.

Rehm gave the equipment update: changed oil in F350 and replace radiator mounts, made new pins for asphalt drag, repaired tail gate on truck 2, Case Tractor the compressor might be going out on the air conditioning, Fox lake headed toward State Route 57 there has been chunks of road taken up, resident filed a complaint with trees blocking the line of site at Ault Rd and Fox Lake Rd intersection, Rehm working with property owners.

Geiser informed the group that Melway agreed to do a test section of road oil at a lower application rate of .35. This will be done on Tannerville Rd from Burton City Rd to Rehm Rd to test whether the lower application rate will decrease bleeding during hot weather. Geiser also explained that Baughman needs to purchase more #8 limestone. Presently have 100 tons on hand, will need 175 tons for Melway to chip and seal roads. Recommend purchasing additional 150 tons. Geiser made motion to purchase 150 tons of #8 limestone from Kandel Trucking. Second Calame. Kaufman-yes, Calame-yes, Geiser-yes.

Trustees opened Two bids they received on the home at 3395 Misere Rd Orrville, OH 44667, parcel 04-00137. Bid offers were \$140,150.50 and \$140,557.03. Geiser made motion to accept bid on the home at 3395 Misere Rd Orrville, OH 44667 for \$140,557.03 from John Stone. Second Kaufman. Geiser-yes, Kaufman-yes, Calame-yes. Calame made motion to accept Resolution 2020-6, Real Estate Purchase and Sale Agreement. Note: Calame will get with Kroph Title and Escrow on closing date to be determined. Second Geiser. Calame-yes, Geiser-yes, Kaufman-yes.

Geiser stated that he had spoken to Nick Cascarelli, Health Director of Wayne County about Baughman Township timeline for shutting down the compactor and metal recycling bin. Mr. Cascarelli said he appreciated the update. Kaufman stated that he strongly disagrees with the shutting down of the compactor and metal recycling bin. Kaufman has concerns that the more trash will end up in the yellow recycling bins. Calame stated that he has concerns with staff safety on Covid-19 and having to crawl around in metal recycling bin to pull out items not supposed to be in there. Stoll stated that Kimble has scheduled box removal for Monday June 29, 2020. Kimble is waiving any fees for removal and there is no need for full ninety-day notice.

Geiser stated that he has some interest from residents on the six vacant lots Baughman own. Residents regret not bidding on lots during silent bid process. Should Baughman consider doing another silent bid for the six properties? Calame and Kaufman felt that if they were to list with a real estate broker might get more exposure and possibility of a higher price for the lots. A resident in the audience told the Trustees might want to consider auction. Kaufman would like to have two to three real estate brokers present at the next meeting. Kaufman and Geiser are going to contact some real estate brokers. Calame made motion to table until July 9th meeting. Second Geiser. Calame-yes, Geiser-yes, Kaufman-yes.

Geiser stated he had a meeting with a GIS employee from the Wayne County Auditor's office on the Old Jail property Baughman owns. After inspecting, the property the GIS representative did agree that the property does need re-appraised. This re-appraisal could take some time because currently Wayne County has a backlog of appraisals to do.

Kaufman stated that he would start having cinders delivered to Baughman for the upcoming winter.

Calame made motion to appoint Geiser point man to work with Attorney Schrader on finalizing settlement of funds after the withdraw from EWFD. Second Kaufman. Kaufman-yes, Geiser-abstain, Calame-yes.

Fire report from NLVFD. Two EMS, one fire= total three runs for month of May 2020

Geiser made motion to approve financials. Second Calame. Calame-yes, Geiser-yes, Kaufman-yes.

Resident comments: Baughman Trustees need to do a better job of communicating with their trash compactor operators on what is going on and the closing date. Rehm is doing a good job of mowing the ditches, two cuts. Baughman would receive a better price for the vacant lots if sold by auction, versus trying to sell by silent bid or real estate broker.

Kaufman made motion to adjourn. Second Geiser. Motion Carrie. 9:58PM.

Baughman Township Resolution 2020-3

Resolution 2020-3 to accept and participate in a Grant awarded to Baughman Township from Stark-Tuscarawas-Wayne Recycling District, for \$5430.44. The Grant will be used for the upgrading and installation of a camera system at Baughman Township recycling operations.

Motion to Accept Resolution 2020-3: Mike Geiser

Second: Howard Calame

Kaufman: yes

Geiser: yes

Calame: yes

Date 6-4-2020

 Fiscal Officer

BOARD OF TRUSTEES

BAUGHMAN TOWNSHIP, WAYNE COUNTY, OHIO

Resolution No.2020-4

The Board of Trustees of Baughman Township, Wayne County, Ohio met in regular session on June 4, 2020 at the Baughman Township Office, located at 3470 N Mt Eaton Rd, Burton City OH with the following members present:

Mike Geiser

Jeff Kaufman

Howard Calame

Mr. Jeff Kaufman moved the adoption of the following resolution:

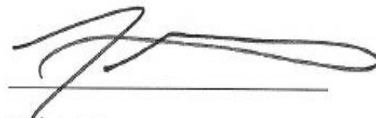
WHEREAS, the Board of Trustees has received a Grant from Stark-Tuscarawas-Wayne Joint Solid Waste Management District. Baughman Township Trustees is approving the amending of 2031 Road and Bridge fund revenue and expense in the amount of \$5430.44. The Board approves to submit a request to amend the Certificate of Estimated Resources and Supplemental Appropriations to the Wayne County Auditor.

Mr. Howard Calame seconded the motion, and the roll was called on the question of its adoption. The vote was as follows:

Name	Vote
Mike Geiser	<u>yes</u>
Howard Calame	<u>yes</u>
Jeff Kaufman	<u>yes</u>

Adopted June 4, 2020

Attest:



Fiscal Officer

BOARD OF TRUSTEES
BAUGHMAN TOWNSHIP, WAYNE COUNTY, OHIO

Resolution No. 2020-5

The Board of Trustees of Baughman Township, Wayne County, Ohio met in regular session on June 4, 2020 at the Baughman Township Office located at 3407 N Mt Eaton Rd Burton City Ohio, with the following members present:

Mike Geiser

Jeff Kaufman

Howard Calame

Mr. Mike Geiser moved the adoption of the following resolution: Baughman Township will no longer spread brine on Townships roads. ODNR is to change Baughman Township status to inactive.

WHEREAS, the Board of

Mr. Jeff Kaufman seconded the motion, and the roll was called on the question of its adoption. The vote was as follows:

Name	Vote
Mike Geiser	<u>yes</u>
Jeff Kaufman	<u>yes</u>
Howard Calame	<u>yes</u>

Adopted June 4, 2020

Attest:



Fiscal Officer

REAL ESTATE PURCHASE AND SALE AGREEMENT

Resolution 2020-6

This Agreement is entered into by and between the **Board of Trustees of Baughman Township, Wayne County, Ohio**, P.O. Box 1, Marshallville, OH 44691, (hereinafter referred to as "Seller") and **John Stone, 8005 Dew Drop Rd SW Carrollton, OH 44615** [address], (hereinafter referred to as "Buyer").

Inconsideration of the mutual promises, covenants, and agreements hereinafter set forth, and for other good and valuable consideration, Seller and Buyer agree as follows:

1. Purchase and Sale of the Premises. On the terms and conditions set forth in this Agreement, Seller shall sell, convey, assign, and transfer to Buyer, and Buyer shall purchase from Seller all of Seller's right, title, and interest in and to the real estate located at 3395 Misere Rd Orrville OH 44667 (**Parcel #: 04-00137**) (hereinafter referred to as "Premises").

2. Purchase Price. Buyer shall pay for said Premises the sum of One hundred forty thousand five hundred fifty seven and .03 Dollars (\$140,557.03), to be paid to Seller in certified funds on the closing date, as well as such prorations, credits, allowances, or other adjustments as provided for in this Agreement.

3. Conveyance. If the Buyer shall pay the full amount of the purchase price at the time and in the manner above stipulated, then upon receipt of the full amount of the purchase price, the Seller shall convey to the Buyer fee simple title to the Premises by transferrable and recordable Quit-Claim Deed at the closing date.

4. Taxes and Assessments, Prorations, and CAUV Recoupment. Seller shall pay or credit on the purchase price the amount of all delinquent taxes, including penalties and interest, and all special assessments that are a lien as of the day of closing, both current and reassessed and whether due or to become due.

Buyer shall be responsible for the payment of any Current Agricultural Use Valuation (CAUV) recoupment, if any assessed by the County Auditor, and due and payable after deed conveyance.

5. Closing Date. As used in this Agreement, references to the "closing" shall mean the closing of the purchase and sale contemplated by this Agreement. The closing date shall occur in Orrville, Ohio, at the offices of Kroph Title and Escrow, 133 North Main Street, P.O. Box 67, Orrville, OH 44667 (330)-683-0038. (the "Escrow Agent"), on or before (to be determined), 2020.

6. Closing Procedure. The sale and purchase of the Premises shall be closed by delivering to Seller all documents and funds necessary to completion of the transaction contemplated herein.

7. Possession. Seller shall transfer possession of the Premises to the Buyer on the closing date. Seller shall vacate the Premises prior to possession by the Buyer, and Seller shall give written or oral notification to the Buyer of the exact date of transfer of possession to the Buyer.

8. Utilities. Seller shall pay for all utility services delivered to the Premises up to and including the Buyer's date of possession.

9. Insurance - Damage or Destruction of Property. Seller agrees to maintain fire and casualty insurance upon the Premises until the date of closing, and thereafter the same shall be the responsibility of Buyer to maintain such insurance. If the property covered by this Agreement shall be totally, substantially, or partially damaged or destroyed by fire or other cause between the date this Agreement is signed and the date this transaction is to be closed, the Buyer may:

- (a) elect to proceed with this transaction and in such case this Agreement shall continue in effect and Buyer shall purchase said Premises without any reduction in the purchase price but shall be entitled to all insurance monies, if any, payable to the Seller under any and all policies of insurance covering the property so damaged or destroyed; or
- (b) elect to rescind the Agreement in which event all parties hereto shall be released from all liability hereunder and this Agreement shall thereupon become null and void and Seller shall return any down payments to Buyer. In the event any casualty occurs to the property, Seller shall immediately thereafter notify Buyer in writing of such damage. If the Buyer elects to rescind the Agreement, Buyer shall so notify the Seller in writing within thirty (30) days after the Buyer has received written notice from the Seller of the occurrence of

such damage to the property. Failure by the Buyer to so notify the Seller shall constitute an election to proceed with the transaction.

10. Breach. Should Buyer fail to consummate the purchase of the Premises for any reasons other than those specifically set forth below, then this Agreement shall be terminated and the Buyer shall be responsible for the payment of any expenses incurred as the result of the execution of this Agreement.

11. Condition of Premises. THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT HAS BEEN NEGOTIATED BETWEEN SELLER AND BUYER. THIS AGREEMENT REFLECTS THE MUTUAL AGREEMENT OF SELLER AND BUYER, AND BUYER HAS HAD THE OPPORTUNITY TO CONDUCT ITS OWN INDEPENDENT EXAMINATION OF THE PROPERTY. EXCEPT FOR THE REPRESENTATIONS SET FORTH IN PARAGRAPH 12 BELOW, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATIONS OR WARRANTY OF SELLER OR ANY OF SELLER'S AGENTS OR REPRESENTATIVES, AND BUYER HEREBY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE. SELLER SPECIFICALLY DISCLAIMS, AND NEITHER IT NOR ANY OTHER PERSON IS MAKING ANY REPRESENTATION, WARRANTY OR ASSURANCE WHATSOEVER TO BUYER AND NO WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EITHER EXPRESS OR IMPLIED, ARE MADE BY SELLER OR RELIED UPON BY BUYER, WITH RESPECT TO THE STATUS OF TITLE TO OR THE MAINTENANCE, REPAIR, CONDITION, DESIGN OR MARKETABILITY OF THE PROPERTY, OR ANY PORTION THEREOF, INCLUDING BUT NOT LIMITED TO (A) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND (B) THE COMPLIANCE OR LACK THEREOF OF THE PROPERTY OR THE IMPROVEMENTS WITH GOVERNMENTAL REGULATIONS, IT BEING THE EXPRESS INTENTION OF SELLER AND BUYER THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROPERTY WILL BE CONVEYED AND TRANSFERRED TO BUYER IN ITS PRESENT CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS", WITH ALL FAULTS, BUYER REPRESENTS THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S CONSULTANTS IN PURCHASING THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT IT HAD THE OPPORTUNITY TO CONDUCT SUCH INSPECTIONS, INVESTIGATIONS AND OTHER INDEPENDENT EXAMINATIONS OF THE PROPERTY AND RELATED MATTERS, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF AND WILL RELY UPON SAME.

12. Sellers Representations and Warranties. Seller represents and warrants to Buyer that Seller is validly existing; that Seller has the legal power, right and authority to enter into this Agreement and to execute and deliver the instruments and documents referenced herein, and to consummate the transaction contemplated hereby; that the execution, delivery and performance of this Agreement has been duly and

validly authorized by Seller; and that this Agreement has been duly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with the terms hereof, subject to bankruptcy, insolvency, reorganization, moratorium, and other laws of general applicability relating to or affecting creditors' rights.

13. Inspections. Buyer acknowledges that Buyer is purchasing the Premises in AS IS CONDITION. Buyer further acknowledges that it has had the right and opportunity to conduct a complete inspection of the Premises and that it is relying only on the inspection of the Premises made by it and not on any oral statements concerning the physical condition of the Premises made by Seller or any written statements concerning the physical condition of the Premises given to Buyer by Seller except for written statements contained in this Agreement.

14. Lead-Based Paint Contingency. This Agreement is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Buyer's expense until 9 p.m. on the tenth calendar day after contract ratification. Intact lead based paint that is in good condition is not necessarily a hazard. (See an EPA pamphlet *Protect Your Family from Lead in Your Home* for more information.) This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within ten (10) days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Buyer shall have ten (10) days to respond to the counter-offer or remove this contingency and take the property in "as is" condition or this Agreement shall become void. The Buyer may remove this contingency at any time without cause.

15. Megan's Law. Ohio's Sex Offender Registration and Notification Law requires the local sheriff to provide written notice to certain members of the community if a sex offender resides in the area. The notices provided by the sheriff are public records and open to inspection under Ohio's Public Records Law. Seller certifies that Seller has not received notice pursuant to Ohio's Sex Offender Registration and Notification Law. Buyer acknowledges that the information disclosed above may no longer be accurate. If current information on the status of registered sex offenders in the area is desired, Buyer agrees to assume the responsibility to check with the local sheriff's office. Buyer is relying on Buyer's own inquiry with the local sheriff's office regarding registered sex offenders in the area and is not relying on the Seller or any Broker or realtor involved in the transaction.

16. Disclaimer of Brokerage Commission. The parties represent that no real estate broker or salesman has been engaged by either of them and that no brokerage fees are due and owing to or through any real estate broker's office or to any salesman by reason of this sale as described in this Agreement.

17. Construction. This Agreement embraces the entire transaction between the parties, and it is agreed that there have been no representations, warranties, or conditions other than those set forth in this Agreement. No change may be made in this Agreement except by instrument in writing, duly executed by the parties.

18. Time of the Essence. It is expressly agreed that time shall be of the essence of this Agreement.

19. Binding Effect. This Purchase Agreement shall be binding upon the parties, their heirs, executors, administrators, successors, and assigns. This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement.

20. Agreement Made in Ohio. This Purchase Agreement shall be deemed to have been executed in the State of Ohio and shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 4th day of June 2020.

SELLER

BOARD OF TRUSTEES OF
BAUGHMAN TOWNSHIP,
WAYNE COUNTY, OHIO

BUYER

John D. Stone

By:

Mike Geiser
Trustee Mike Geiser

By:

EIN#: _____

Howard Calame
Trustee Howard Calame

Jeff Kaufman
Trustee Jeff Kaufman

EIN#: 34-6000205

Payment Listing
5/16/2020 to 6/30/2020

Payment Advice #	Post Date	Transaction Date	Type	Vendor / Payee	Amount	Status
30-2020	06/04/2020	06/01/2020	EW	IRS Department of Treasury	\$665.32	O
31-2020	06/04/2020	06/01/2020	EW	School District Income Tax - Ohio Dept of Tax	\$24.01	O
32-2020	06/04/2020	06/01/2020	EW	Treasurer of State of Ohio	\$185.42	O
33-2020	06/04/2020	06/01/2020	EW	PUBLIC EMPLOYEES RETIREMENT SYSTE	\$2,210.76	O
34-2020	06/01/2020	06/01/2020	CH	Ohio Department of Taxation	\$5.78	O
7826	05/18/2020	05/18/2020	PR	Troy A Horvath	\$99.20	C
7827	05/18/2020	05/18/2020	PR	Dean L Jackson	\$105.67	C
7828	05/18/2020	05/18/2020	PR	Scot A Manly	\$136.20	C
7829	05/18/2020	05/18/2020	PR	Josh Rehm	\$1,819.43	C
7830	06/04/2020	06/01/2020	PR	Howard W Calame	\$57.30	O
7831	06/04/2020	06/01/2020	PR	Michael C Geiser	\$716.54	O
7832	06/04/2020	06/01/2020	PR	Troy A Horvath	\$211.40	O
7833	06/04/2020	06/01/2020	PR	Dean L Jackson	\$106.95	O
7834	06/04/2020	06/01/2020	PR	Jeffrey M Kaufman	\$437.31	O
7835	06/04/2020	06/01/2020	PR	Scot A Manly	\$662.13	O
7836	06/04/2020	06/01/2020	PR	Josh Rehm	\$1,690.03	O
7837	06/04/2020	06/01/2020	PR	TODD E STOLL	\$1,626.25	O
7838	06/04/2020	06/01/2020	AW	Stony Point	\$290.04	O
7839	06/04/2020	06/01/2020	AW	ORRVILLE MUNICIPAL UTILITES	\$543.27	O
7840	06/04/2020	06/01/2020	AW	Ohio Edison	\$201.44	O
7841	06/04/2020	06/01/2020	AW	White's Ford on 57	\$132.92	O
7842	06/04/2020	06/01/2020	AW	ALBRIGHT WELDING SUPPLY INC	\$43.34	O
7843	06/04/2020	06/01/2020	AW	LYKINS	\$418.00	O
7844	06/04/2020	06/01/2020	AW	DAILY RECORD	\$251.08	O
7845	06/04/2020	06/01/2020	AW	SCHLABACH ENGINE	\$544.94	O
7846	06/04/2020	06/01/2020	AW	Chad Mutersbaugh	\$750.00	O
7847	06/04/2020	06/01/2020	AW	WAYNE COUNTY COMMISSIONERS	\$3,682.41	O
7848	06/04/2020	06/01/2020	AW	Armstrong Utilities	\$90.42	O
7849	06/04/2020	06/01/2020	AW	Zimmerman Steel LLC	\$23.10	O
7850	06/04/2020	06/01/2020	AW	Commercial & Savings Bank	\$30.00	O
7851	06/04/2020	06/01/2020	AW	Dalton Hardware Inc	\$62.87	O
7852	06/04/2020	06/03/2020	AW	U.S. Postal Service	\$76.00	O
7853	06/04/2020	06/03/2020	AW	Kimble Recycling and Disposal	\$1,115.62	O
7854	06/04/2020	06/03/2020	AW	D&R SUPPLY INC	\$946.90	O
Total Payments:					\$19,962.05	

Chairman _____

Fiscal Officer _____