

TO: NEWS MEDIA
DATE: APRIL 20, 2020

Five pages

**SUBJECT: EXCERPTS FROM COMMISSIONERS=
MEETING OF APRIL 13, 2020**

BIDS TO BE RECEIVED – DANVILLE ROAD BRIDGE REPLACEMENT FAY-CR30-3.20

It was moved by Mr. Garland and seconded by Mr. Anderson that Steve Luebbe, County Engineer, be authorized to advertise to receive bids on May 11, 2020 at 11:00 A.M. in the Commissioners' office for the Danville Road Bridge Replacement FAY-CR30-3.20. Engineer's estimate is \$563,129.00. Advertising date: April 17, 2020. The expected start date is June 1, 2020 with an end date of October 1, 2020. The Commissioners reserve the right to reject any and all bids. Roll call: Mr. Dean, aye; Mr. Garland, aye; Mr. Anderson, aye. Motion carried.

**AGREEMENT - GOVDEALS, INC FINANCIAL SETTLEMENT SERVICES
ADDENDUM**

It was moved by Mr. Garland and seconded by Mr. Anderson to authorize the addendum of the financial settlement services agreement with GovDeals, Inc., 100 Capitol Commerce Blvd, Suite 110, Montgomery, AL 36117, per the following:

The Client (County) pays a 5% fee, but not less than \$5.00, and the winning bidder pays a 7.5% Buyers Premium. GovDeals will collect all proceeds from the winning bidder, including the Buyer's Premium through PayPal, credit card or wire transfer and remit via check the proceeds to the Client (County) less the GovDeals fee of 5%. Roll call: Mr. Dean, aye; Mr. Garland, aye; Mr. Anderson, aye. Motion carried.

**RESOLUTION AUTHORIZING CONTRACT WITH BSTP MIDWEST LLC FOR THE
PURCHASE AND SALE OF LANDS OWNED BY THE COUNTY AND NO LONGER
NEEDED FOR COUNTY PURPOSES**

It was moved by Mr. Anderson and seconded by Mr. Garland to adopt the following resolution:

Whereas, the Fayette County Board of Commissioners holds title in the name of the county to certain real property being approximately 1.136 acres on West Lancaster Road NW, in Jefferson Township, Jeffersonville, Ohio, and,

Whereas, BSTP Midwest LLC, a Delaware Limited Liability Company (hereafter "Buyer") has submitted an offer to purchase such real property for the purpose of commercial redevelopment and the creation of job opportunities within the county and township, and,

Whereas, the Board of Commissioners deems the property no longer necessary for the purposes of the county and that the county and its residents would be better served by the economic development opportunities and tax revenue that would ensue therefrom, and,

Whereas, the Board of Commissioners does hereby find that the Buyer's offer to purchase such property, including a 3.00% assistance fee to be paid to the Community Improvement Corporation of Washington Court House and Fayette County (hereafter "CIC"), is fair and reasonable, and that it would be in the best interests and for the further health, safety and welfare of the county and its residents to enter into the contract with the Buyer, with the CIC to act as agent for the county pursuant to law and the further resolution of the Board of Commissioners, now therefore,

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY, OHIO AS FOLLOWS:

That for the reasons stated in the preamble hereto which are incorporated herein, the Board of Commissioners is hereby authorized to execute a contract with BSTP Midwest LLC for the purchase and sale (hereafter "PSA") of approximately 1.136 acres, more or less, of real property situated on West Lancaster Road NW, in Jefferson Township, Jeffersonville, Ohio in accordance with, and in substantial form as, the contract attached to this resolution as Exhibit "A" and incorporated herein by reference.

1. That pursuant to Ohio Revised Code Chapters 1702 and 1724, and the further resolution of the Board of Commissioners, the CIC is authorized to act as agent for the county in all matters pertaining to the execution of the contract and the sale of the subject property including the execution of all other documents and instruments, and the taking of all actions, which may be authorized by law and be necessary and incident thereto.
2. That pursuant to Ohio Revised Code Chapters 1702 and 1724, and the further resolution of the Board of Commissioners, the CIC is authorized to act as agent for the county in all matters pertaining to the execution of the contract and the sale of the subject property including the execution of all other documents and instruments, and the taking of all actions, which may be authorized by law and be necessary and incident thereto.

REAL ESTATE PURCHASE AND SALE AGREEMENT - BSTP MIDWEST, LLC, 12356 OLD US HWY 35 NW, OCTA

It was moved by Mr. Anderson and seconded by Mr. Garland to enter into a purchase agreement with BSTP Midwest, LLC, a Delaware Limited Liability Company, 10 N. Michigan Avenue, Suite 850, Chicago, Il 60611 the sale of approximately 1.13 acres parcel #090-015-0-01-010-01 and 090-015-01-011-00 of real estate located at 12356 Old US Hwy 35, Octa. This agreement is subject to and contingent upon certain conditions being satisfied as agreed upon in the original agreement on file. Roll call: Mr. Dean, aye; Mr. Garland, aye; Mr. Anderson, aye. Motion carried

RESOLUTION DESIGNATING THE COMMUNITY IMPROVEMENT CORPORATION OF WASHINGTON COURT HOUSE AND FAYETTE COUNTY AS

**THE AGENCY OF FAYETTE COUNTY FOR THE PURPOSES SET FORTH IN OHIO
REVISED CODE 1724.10 AND AUTHORIZING SUCH AGENCY TO SELL REAL
PROPERTY OWNED BY THE COUNTY**

It was moved by Mr. Garland and seconded by Mr. Anderson to adopt the following resolution:

Whereas, the Community Improvement Corporation of Washington Court House and Fayette County (hereafter “CIC”) has been duly established pursuant to Ohio Revised Code Chapter 1724 for the promotion and establishment of industrial, commercial, distribution, and research development within Fayette County, Ohio and for all other purposes provided by law, and,

Whereas, the Board of Commissioners of Fayette County, Ohio does hereby designate the CIC as the agency for such purposes for Fayette County (hereafter “County”), and,

Whereas, the County owns approximately 1.136 acres, more or less, of unimproved land situated at West Lancaster Road NW, Jeffersonville, Ohio, and being a portion of the land designated as Fayette County Auditor Permanent Parcel Nos. 09001500101100 and 09001500101001, which the Board of Commissioners has determined hereby to be no longer required for County purposes, and,

Whereas, BSTP Midwest, LLC (hereafter “Buyer”) has proposed to purchase such real property for the purpose of constructing thereon certain commercial facilities and business which will employ individuals and otherwise be for the economic benefit and general welfare of the County, now therefore,

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF FAYETTE COUNTY, OHIO AS FOLLOWS:

1. That pursuant to Ohio Revised Code Section 1724.10, et al., the Board of Commissioners hereby determines that the real property which the County owns as described above is no longer required for County purposes, and that the same may be sold and devoted more satisfactorily to promote the welfare of the people of the County, assist in stabilizing the economy and provide employment opportunities for the County, and otherwise assist in the development of commercial activities within the County, all to the benefit of the people of the County.
2. That the proposal of BSTP Midwest, LLC to purchase the described property to construct certain commercial facilities and establish a business will promote the economy of the County and be for the benefit of the general welfare of the people of the County.
3. That the Board of Commissioners hereby determines after due diligence review that the sum offered by the Buyer for such real property to be reasonable and represents fair value therefor, and accordingly does hereby authorize an agreement with the CIC, pursuant to Ohio Revised Code Section 1724.10, et al., as agent for the County to sell the subject real

property to the Buyer for the price set forth herein and in accordance with the terms of the contract for sale attached to this resolution.

4. That the agreement with the CIC shall authorize the CIC to execute, pursuant to such statutory authority, any and all documents and instruments on behalf of the County which may be necessary or incident to the sale of such real property.

AGREEMENT AUTHORIZING THE COMMUNITY IMPROVEMENT CORPORATION OF WASHINGTON COURT HOUSE AND FAYETTE COUNTY TO SELL REAL PROPERTY OWNED BY FAYETTE COUNTY DETERMINED NOT TO BE REQUIRED FOR COUNTY PURPOSES

It was moved by Mr. Garland and seconded by Mr. Anderson to enter into the following agreement:

THIS AGREEMENT is entered this ____ day of _____, 2020 by and between the Board of Commissioners of Fayette County, Ohio, on behalf of the County, (hereafter “County”), a political subdivision of the State of Ohio, and the Community Improvement Corporation of Washington Court House and Fayette County, (hereafter “CIC”), a nonprofit community improvement corporation established pursuant to Ohio Revised Code Chapters 1702 and 1724 for the sale of certain real property owned by the County and having been determined not to be required by the County for its purposes, according to the terms and conditions hereinafter set forth:

Whereas, County is the owner of approximately 1.136 acres, more or less, of unimproved real property situated in Jefferson Township, Fayette County, Ohio at the address of NW Lancaster Road, Jeffersonville, Ohio 43128, (hereafter the “Property”), and,

Whereas, County has received an offer to purchase the Property from BSTP Midwest, LLC, a Limited Liability Company organized under the laws of the State of Delaware, (hereafter “Purchaser”), which offer to purchase County has accepted conditionally and has entered into a Real Estate Purchase & Sale Agreement (hereafter “PSA”) with Purchaser for the sale of the Property. The PSA is attached hereto as Exhibit “A,” and incorporated herein by reference and made a part of this Agreement, and,

Whereas, pursuant to Ohio Revised Code Section 1724.10, and additional authority granted to the County by the laws of the State of Ohio, County has designated CIC as the agency of the County for the purposes set forth in such section and authorized CIC to sell the Property to Purchaser according to the terms and conditions of the PSA,

Now Therefore, the parties do hereby mutually agree as follows:

1. County has determined, and CIC does hereby agree, that the Property is not required for County's purposes, the Property being more suitable for economic development and uses that will promote the welfare of the people of the county, stabilize the county economy, provide employment, assist in the development of industrial, commercial, distribution, and research activities to the benefit of the people of the county, will provide additional opportunities for county residents gainful employment, and will promote the re-utilization of vacant real property within the county
2. The consideration for the sale shall be as set forth in the PSA, which shall include a payment by Purchaser, in addition to the purchase price, in an amount equal to three (3.00%) percent of the purchase price to CIC for its assistance and services in connection with the sale of the Property
3. CIC, acting through its officers, and on behalf of and as agent for County, shall execute all necessary instruments and documents, including without limitation, any deed or deeds conveying title of County to Purchaser in the Property to accomplish such sale. Pursuant to Ohio Revised Code Section 1724.10, such conveyance shall be made without advertising and receipt of bids. A copy of this Agreement shall be recorded in the office of the Fayette County Recorder, the county in which the Property is situated, prior to the recording of the deed executed pursuant to this Agreement and the laws of the State of Ohio. The parties agree that amendments to the Agreement which extended the closing date only need not be attached to this Agreement nor recorded.
4. The parties each shall be authorized hereby to take any and all further actions without any further formal authority, and to do all other things, including without limitation, to sign any and all documents and instruments, which may be necessary to complete the sale of the Property.
5. This Agreement shall be governed by the laws of the State of Ohio with respect to the subject matter and any construction or interpretation of the terms and conditions hereof, and jurisdiction and venue for any dispute regarding the same shall be exclusively in the Fayette County, Ohio Common Pleas Court.
6. This Agreement may be amended from time to time only by prior written instrument signed by both parties.