

IN THE MATTER OF APPROVING THE DATA SHARING AND CONFIDENTIALITY AGREEMENT D-2425-15-0420 BETWEEN OHIO DEPARTMENT OF JOB AND FAMILY SERVICES AND LOCAL WORKFORCE DEVELOPMENT AREA 8; AUTHORIZING DOUGLAS A. SPENCER OF THE BOARD TO EXECUTE SAID AGREEMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of April, 2024.

Commissioner Bambauer the adoption of the following:

RESOLUTION

WHEREAS, Interim Director of the Area 8 Workforce Development Board (WDB) presented an agreement between the Ohio Department of Job and Family Services and the local Workforce Development Area 8. The representative include the Auglaize, Hardin, Mercer, and Van Wert Board of County Commissioners, who are the Chief Elected Officials of the Local Area, The Area 8 Workforce Development Board (LWDB), and the Auglaize County Department of Job and Family Services (CDJFS), Hardin CDJFS, Mercer CDJFS and Van Wert CDJFS (Operator), which collectively are the OhioMeansJobs Center Operator for the Local Area. The representatives will be referred to jointly as (AREA). LWDB and Operator are considered agents of the Chief Elected Officials for purposes under this Agreement. The Chief Elected Officials will be responsible for LWDB and Operator use of the ODJFS data that will be shared under this agreement; and,

WHEREAS, the purpose of this Agreement is to provide AREA with Wage Record information and Unemployment Insurance (UI) Claimant data that AREA will be authorized to use exclusively for the purposes stated below. AREA expressly understands that use of Wage Record or UI Claimant data for any other purpose will require AREA to submit a separate data request to ODJFS and, if approve, ODJFS will execute a separate data-sharing agreement with AREA for that specific purpose; and,

WHEREAS, this Agreement shall be in effect upon the approval of the Director of ODJFS and AREA, this Agreement will be in effect upon the signature of the ODJFS Director and remain in effect through September 30, 2026, unless this Agreement is suspended or terminated pursuant to ARTICLE X prior to the termination date.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby approve and authorize the Agreement and addresses the agreement for Auglaize County, Ohio; and,

BE IT FURTHER RESOLVED that the Board does authorize Douglas A. Spencer of the Board, to execute said Agreement for Auglaize County, Ohio as presented to the Board of County Commissioners; and,

BE IT FURTHER RESOLVED that said Agreement be hereto attached and thus be made a part of this Resolution.

Commissioner Bergman 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
April, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

- cc: Auglaize County Job and Family Services
 WIOA
 Hardin County
 Mercer County
 Van Wert County

IN THE MATTER OF AUTHORIZING THE AMENDMENT #1 TO THE PARTICIPATION AGREEMENT REGARDING THE NATURAL GAS PURCHASING PROGRAM OF THE CCAO SERVICE CORPORAION; AUTHORIZING THE EXECUTION OF THE AMENDMENT #1 TO THE PARTICIPATION AGREEMENT FOR THIS PROGRAM.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of April, 2023.

Commissioner David Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, on December 13, 2018 the Board of County Commissioners adopted Resolution #18-511, authorizing the continued agreement regarding the Natural Gas Purchase Program of the CCAO Service Corporation; and,

WHEREAS, an amendment #1 to Exhibit A was presented to the Board of County Commissioners and will become part of this resolution.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the amendment #1 Exhibit A to the Participation Agreement regarding the Natural Gas Purchase Program of CCAO Service Corporation; and,

BE IT FURTHER RESOLVED that said Board of County Commissioners, Auglaize County, Ohio does hereby authorize the execution of said amendment #1 to the Exhibit A of the to the Participation Agreement by the President of the Board of Auglaize County Commissioners.

Commissioner Bergman 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
April, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

David Bambauer
David Bambauer

John N. Bergman
John N. Bergman

Amendment #1 to Exhibit A. Natural Gas Purchasing Program

This Amendment to Exhibit A to the Participation Agreement Regarding the various Energy Purchasing Programs of the CCAO Service Corporation (the "Agreement") is entered into as of April 23rd, 2024, among the **CCAO Service Corporation** ("CCAOSC"), an Ohio for-profit corporation, the **County of Auglaize**, a political subdivision of the State of Ohio ("Auglaize County"), **CCAOSC Energy Solutions**, a subsidiary of Palmer Energy Company, Inc. (the "Manager"), collectively called "Parties".

SECTION 1. PROGRAM. The County has evaluated its interests and decided to join the CCAOSC Natural Gas Purchasing program which is detailed in this Exhibit.

SECTION 2. ADDITIONAL DEFINITIONS. The definitions listed in the base Participation Agreement continue in this Exhibit. The following definitions are added:

"Gas Purchase Contract" means the Natural Gas Purchase Agreement(s) between a Supplier and Participants subject to the terms and conditions thereof.

"LDC" means the applicable local gas distribution utility company(s) serving Auglaize County's facilities.

"Utility Transporter" means any interstate and/or intrastate pipeline transporter of natural gas, including any local gas distribution company.

SECTION 3. ARRANGEMENTS FOR SUPPLY OF NATURAL GAS

The provisions of this Section are subject to the provisions of Sections 6 and 8 of base Participation Agreement.

A. Purchase and Aggregation of Natural Gas. On or about the date hereof, each Authorized Estimator shall certify to CCAOSC and the Manager the estimated monthly natural gas consumption during the Program Term for Auglaize County's facilities that will be participating in the Program (the "Participant Estimate"). CCAOSC and the Manager shall aggregate all the Participants' Estimates to calculate a defined quantity of natural gas to be purchased (the "Aggregation Quantity") and shall make the necessary arrangements to purchase the Aggregation Quantity from the supplier(s) for such periods and pricing as determined by CCAOSC and the Manager; provided that such actions shall be in the best interests of the Participants. Auglaize County authorizes the Manager with prior approval of Energy Executive Committee to enter the Gas Purchase Contract in connection with the purchase of the Aggregation Quantity.

B. Power of Attorney. To facilitate the operation of the Program, Auglaize County agrees to authorize, execute and deliver to the Manager a limited Power of Attorney in substantially the form attached as part of Exhibit A to this Agreement.

C. Payments by Participant. Auglaize County agrees to pay to the supplier(s) its monthly gas costs within the allotted time frame permitted under the Gas Purchase Contract. This time frame will normally be 12 to 15 days after receipt of the invoice from either the supplier(s) or the LDC. Timely payment of all amounts owed to supplier(s) is essential to the Program. If Auglaize County fails to transmit timely payment to the Supplier(s) of any amount due, Auglaize County may, to the extent permitted by law, be charged interest on the overdue amount.

D. Program Administrative Fees. Included in the Supplier(s) gas costs paid by Auglaize County to the Supplier will be the Program Administrative Fee that shall be \$0.20 per unit MCF (one thousand cubic feet) or Dekatherm (one million Btu) consumed by Auglaize County plus any other reasonable administrative costs such as legal costs approved by the Energy Executive Committee. The unit of measure shall be determined by the unit the customer's gas is typically purchased under. The Program Administrative Fee may be increased with approval of the Energy Executive Committee. If approved, each Participant shall be notified of the change in Fee which shall not take effect until the start of a new Gas Purchase Contract term. In the event the Supplier(s) refuses to include Program Administrative Fee in the gas costs invoiced to Participants, a separate invoice shall be issued by the Manager's Authorized Designee in the same per unit amount as included for other Participants'. Such separately invoiced Program Administrative Fee shall be paid by Auglaize County and is due to Manager within 30 days of invoice date.

E. Sole Supplier. During the Program Term, the Supplier(s) agrees to supply and Auglaize County agrees to purchase all its gas requirements for participating facilities pursuant to the Gas Purchase Contract executed on behalf of Auglaize County. Auglaize County retains the right to purchase gas for non-participating facilities from others.

F. Imbalances in Supply of Natural Gas. It is understood that differences between the Participant Estimate and Auglaize County's actual consumption may occur ("Imbalance"). The Manager may make adjustment for Imbalances for Auglaize County and for all the Participants, as a group taken as a whole.

In the event Auglaize County's monthly consumption exceeds its estimated consumption, such incremental use, when permitted under the Supplier(s) agreement, shall first be secured from other Program Participants if such Participants have excess supplies. In the event other Participants have insufficient excess supplies, the Manager shall use its best efforts to timely secure additional supplies from the Supplier(s), its designee, or LDC.

In the event Auglaize County's monthly consumption is less than estimated, Auglaize County shall be responsible for the cost of gas with respect to their actual consumption plus, to the extent the Supplier(s) agreement does not absorb the financial impact of such consumption shortfalls, any resale costs, cash out, imbalance charges, or penalties if the supplies cannot be reallocated among other Participants.

In the event the Supplier(s) fails to deliver Auglaize County's nominated quantity, Manager may prorate quantities delivered to the Participants and each Participant shall, consistent with the LDC's rules and regulations in effect at the time, arrange for the purchase any additional volumes of natural gas required from alternate suppliers or the LDC. The Manager, with notice to Auglaize County, may change the procedures for dealing with imbalances to be consistent with LDC's policies dealing with volumes consumed and nominated. Auglaize County shall retain all remedies available to it against the Supplier pursuant to the Gas Purchase Contract.

G. Notice of Significant Change in Usage. During the Program Term, Auglaize County may make material changes or additions to its physical facilities or heating systems, or experience closure of facilities, planned or unplanned. Auglaize County agrees to notify the Manager as soon as possible when it becomes aware of circumstances which are likely to increase or decrease natural gas usage by ten percent (10%) or more per year for Auglaize County. Such notice requirement does not include variations due to weather.

H. Arrangements with the LDC. In the event that the LDC requires Auglaize County to enter into a separate agreement with the LDC for the transportation of natural gas to the Participants' facilities, Auglaize County shall consult with CCAOSC and the Manager concerning the terms of the proposed agreement prior

to entering into any such agreement. CCAOSC and the Manager shall use their best efforts to assist Auglaize County in negotiating such agreement with the LDC.

SECTION 4. RESTRICTION. It is understood and agreed, and CCAOSC, Auglaize County, and the Manager hereby represent and warrant, that CCAOSC, the Program, the Manager, and Auglaize County are not engaged and will not engage in (i) the business of supplying natural gas for lighting, power or heating purposes to consumers within the State of Ohio or to natural gas companies within the State of Ohio, or (ii) the business of transporting natural gas through pipes or tubing either wholly or partly within the State of Ohio, or (iii) any other activity or otherwise in any manner which would cause CCAOSC, this Program, the Manager, or Auglaize County to be classified as a public utility under Title 49 of the Ohio Revised Code. It is further understood and agreed that this Program, and its supporting natural gas purchase and transportation agreements, will be subject to the Public Utilities Commission of Ohio's rules and regulations as well any LDC tariffs approved by the PUCO.

SECTION 5. PROGRAM TERM. The Program Term of this Exhibit shall end May 31, 2034; provided that if the Gas Purchase Contract with a Supplier extends beyond the Initial Program Term, the Program Term shall be deemed to be extended to expire on the expiration date of the Gas Purchase Contract. This Agreement shall be extended for an additional Term ("Renewal Term") of five (5) years, upon written consent of both parties before the expiration of the Initial Program Term.

IN WITNESS WHEREOF, the undersigned representatives of CCAO Service Corporation, Auglaize County, and CCAOSC Energy Solutions pursuant to the duly adopted authorizing resolutions of their governing boards, have signed this Agreement.

CCAO SERVICE CORPORATION

By: _____

COUNTY OF Auglaize

Date of Adoption
of Approving Ordinance or Resolution

By: *Daphne A. S.*

4/23/24

Address: 209 S. Blackhoof Street, Room 201, Wapakoneta, OH 45895

CCAOSC ENERGY SOLUTIONS

By: _____

5577 Airport Highway, Suite 101, Toledo, OH 43615

FISCAL OFFICER CERTIFICATE

The undersigned fiscal officer of the County of Auglaize, Ohio (the "Participant"), hereby certifies that the money required to meet the obligations of the Participant during 2024 under the aforesaid Participation Agreement have been lawfully appropriated by the Board of County Commissioners of the Participant for such purposes and are in the treasury of the Participant or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 Ohio Revised Code.

Dated: April 23, 2024

Fiscal Officer
County of Auglaize, Ohio

Linda Dice

Power of Attorney and Agreement
CCAOSC Natural Gas Purchasing Program

Know all men by these presents that the undersigned (hereinafter called "Participant") hereby appoint(s) the Manager, CCAOSC Energy Solutions (CCAOSCES), a subsidiary of Palmer Energy Company located at 5577 Airport Highway, Suite 101 Toledo, Ohio 43615, as Attorney in fact to act, but only in a manner consistent with the terms of the Participation Agreement among the Participant, CCAO Service Corporation and Manager, in the Participant's capacity to do every act consistent with the CCAOSC natural gas program that the Participant may legally do through an Attorney in fact, so it may join a CCAOSC natural gas program designed to purchase natural gas for use at the following described facility locations. Participant acknowledges that this program will benefit the CCAOSC.

Facility Location(s): Attach additional sheets for multiple locations to back

County Representative: _____
Anguize County
County: _____
200 S Blackhawk Street, Room 201
Address: _____
Wapakoneta Ohio 45805
City: _____ State: _____ Zip _____

The said Attorney in fact is hereby empowered and authorized to take any and all actions necessary to implement and administer this CCAOSC natural gas program and in the name of the Participant execute all relevant documents such as natural gas transportation applications and natural gas purchase contracts, provided such contracts do not exceed five years in duration and the contracts are in the name of the Participant, with the express understanding that Manager shall have no authority to obligate the Participant to indemnify any party or exceed the Participant's financial exposure beyond the provisions of the Participation Agreement.

The said Attorney in fact is also empowered and authorized to directly receive all invoices from the Participant's local distribution company (LDC). Participant authorizes the Manager to insert and remove its gas account(s) from various gas supplier aggregation pools at the Manager's discretion. Participant hereby authorizes the Manager to execute LDC agreements as necessary. CCAOSCES shall notify Participant of any changes of supplier.

By executing this Power of Attorney and Agreement, Participant's natural gas requirements may be grouped together with other entities who are involved in the CCAOSC program. The Manager shall have the authority to redistribute any difference between the quantities stated in the supplier's transaction confirmation with Participant and the Participant's actual use among other CCAOSCES Participants.

The rights, powers and authority of said Attorney in fact herein granted shall commence upon execution of this document and shall remain in effect until rescinded by Participant. The Participant will give the Manager, and the contracted service provider(s) access to all energy records (as reasonably requested). The Participant will promptly notify the Manager and the contracted service provider(s) of any changes in circumstance that could materially affect the Participant's usage, including but not limited to,

weather, opening or closing of facilities, damage to existing facilities and conversion to or away from natural gas as an energy source.

COUNTY OF _____ Auglaize _____




Signature, Title


Name


Date

IN THE MATTER OF APPROVING THE AMENDMENT BY THE AUGLAIZE COUNTY BOARD OF COMMISSIONERS TO THE 9-1-1 FINAL PLAN UNDER HOUSE BILL 33.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 23rd day of April, 2024.

Commissioner Bambauer moved the adoption of the following:

RESOLUTION

WHEREAS, on May 26, 2024 the Board of County Commissioners, Auglaize County, Ohio approved the 9-1-1 Final Plan and such plan was submitted to the Ohio 9-1-1 - Program Office; and,

WHEREAS, the Ohio 9-1-1 Program Office required one change in the plan on page three, first paragraph and the last sentence should read:

“The 9-1-1 System will be operated and maintained by the Auglaize County Commissioners, unless otherwise stated.”

THEREFORE BE IT RESOLVED by the Board of County Commissioners, Auglaize County, Ohio, that:

- 1) The Board hereby approves the amendment to the Auglaize County 9-1-1 Final Plan attached hereto and approved by the 9-1-1 Program Review Committee; and,
- 2) The Sheriff’s Office is authorized to file said final plan change with the Ohio 9-1-1 Program Office.

Commissioner Bergman 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
April, 2024

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglass A. Spencer, Yes
Douglas A. Spencer

David Bambauer, Yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: Prosecuting Attorney
✓ Sheriff

Section One

Goals of the Auglaize County 9-1-1 System

It shall be the goal of the 9-1-1 Emergency Telephone Number System to provide all Auglaize County residents and other residents, when appropriate, with access to an Enhanced 9-1-1 System. Enhanced 911, as defined by Ohio Revised Code, section 128.01, means a system through which individuals can request emergency services using the access number 9-1-1, providing both enhanced wireline and wireless 9-1-1. The 9-1-1 System will be operated and maintained by the Auglaize County Commissioners, unless otherwise stated.

To date, the Auglaize County Public Safety Answering Point (PSAP) is capable of receiving wireline and wireless 9-1-1. As Next Generation 9-1-1 (NG9-1-1) becomes available, the PSAP will connect with the statewide next generation 9-1-1 core services system or establishing its own NG9-1-1 core service system, to stay in compliance with the State of Ohio rules and regulations.

At the time of this final plan, the State of Ohio NG9-1-1 Core Services is not established. When the services are up and running, Auglaize County will work with originating service providers to determine how they will connect to the core system and what methods will be used to provide 9-1-1 voice, text, other forms of messaging media, and caller location to the 9-1-1 system.

At the effective date of this final plan, it is intended that the Auglaize County PSAP will use Comtech/Solacom to connect NG9-1-1.

Date: APRIL 23, 2024

In the: THE JOINT BOARD OF COMMISSIONERS FOR THE MOORMAN TWO-STAGE DITCH
matter of: PROJECT SETTING HEARING ON THE DRAINAGE IMPROVEMENT

The Joint Board of County Commissioners of the Moorman Two-Stage Ditch Project met in regular session on the 23rd day of April, 2024 at the office of the Mercer County Commissioners with the following members present: Mercer County: Mr. Rick Muhlenkamp, Mr. Jerry Laffin, and Mr. David Buschur; Auglaize County: David Bambauer, Douglas Spencer, and John Bergman.

Mr. Rick Muhlenkamp moved the adoption of the following:

RECORD OF PROCEEDINGS

WHEREAS, in accordance with Chapter 940, the Joint Board of Supervisors of the Mercer Soil and Water Conservation District has submitted project information for the Moorman Two-Stage Ditch Project and certified the following:

We certify our findings at the hearing on the 16th day of April, 2024, in accordance with the requirements of Chapter 940 of the Ohio Revised Code, that construction of the proposed Moorman Two-Stage Ditch Project will improve water management and development of the lands therein, that the cost of the said proposed improvement will benefit the lands in the area by promoting the economical, agricultural, and social development, and that the area benefited by the said proposed improvement is as shown on the plan of the project area attached hereto and made a part hereof. The construction of the two-stage ditch will be funded by an Ohio EPA Great Lakes Restoration Initiative grant agreement and perpetual maintenance will be funded by the landowners.

WHEREAS, the grant was received by the Mercer County Soil & Water Conservation District; and

WHEREAS, Pursuant to ORC §940.29 and §940.35, upon receipt of the information submitted by a Board of Supervisors of a Soil and Water Conservation District, the Joint Board of County Commissioners shall establish the date, time, and location of a hearing regarding the proposed improvement;

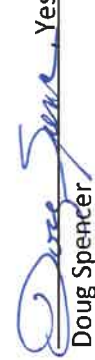
NOW, THEREFORE, BE IT RESOLVED, by the Joint Board of County Commissioners that

- 1) The Board hereby sets the 4th day of June, 2024 at 10:00 a.m. in the first-floor conference room at the Central Service Building, Celina as the date, time, and place to hold the public hearing on the Moorman Two-Stage Ditch Project.
- 2) At least 21 days prior to the set hearing date, the Clerk is hereby directed to send written notice of the hearing via certified mail to all landowners that are adjacent to the proposed improvement. The clerk shall send such notice by first-class mail to all other landowners within the area to be benefited by the proposed improvement, the joint board of supervisors of the applicable soil and water conservation district, and the county engineer.

Mr. David Buschur seconded the resolution and the roll being called upon its adoption the vote resulted as follows:


Auglaize County:
 David Bambauer, Yes
David Bambauer

 John Bergman Abstain
John Bergman

 Doug Spencer, Yes
Doug Spencer

Mercer County:
 Rick Muhlenkamp, Yes
Rick Muhlenkamp

 Jerry Laffin, Yes
Jerry Laffin

 David Buschur, Yes
David Buschur

Adopted this 23rd day of April, 2024

ATTEST:


Admin./Clerk of the Board

cc: Engineer, Soil & Water

Date: APRIL 23, 2024

In the: THE ORGANIZATION OF THE JOINT BOARD OF COUNTY COMMISSIONERS FOR
matter of: THE MOORMAN TWO-STAGE DITCH PROJECT

The Board of County Commissioners of Mercer County and Auglaize County met in regular session on the 23rd day of April, 2024 at the office of the Mercer County Commissioners with the following members present: Mercer County: Mr. Rick Muhlenkamp, Mr. Jerry Laffin, and Mr. David Buschur; Auglaize County: David Bambaue, Douglas Spencer, and John Bergman.

Mr. David Bambaue moved the adoption of the following:

RECORD OF PROCEEDING

WHEREAS, on April 16, 2024, the Soil & Water Conservation Joint Board of Supervisors notified Mercer County Commissioners of a proposed drainage improvement being Moorman Two-Stage Ditch Project that will affect Mercer County and Auglaize County; and

WHEREAS, all construction activity for the Moorman Two-Stage Ditch Project is located in Mercer County; the drainage impact area extends into Auglaize County; and

WHEREAS, in accordance with Ohio Revised Code §940.35, the boards from each affected county shall meet in the lead county to organize a joint board of county commissioners;


NOW, THEREFORE, BE IT RESOLVED, that the Joint Board of Commissioners is hereby formed for the Moorman Two-Stage Ditch Project with the following order of business being conducted:


- 1) The Board hereby elects the Chairman of the lead county (Mercer) as president of the Joint Board of Commissioners for the Moorman Two-Stage Ditch Project.
- 2) As per law, the joint board of county commissioners shall exercise the same powers, execute the same duties, and follow the same procedures as a single county ditch improvement in connection with the Moorman Two-Stage Ditch Project.
- 3) The clerk of the lead county (Mercer) shall act as the clerk and administrator of the Joint Board of Commissioners for the Moorman Two-Stage Ditch Project and shall perform the functions as defined in Ohio Revised Code §940.35.
- 4) The director of natural resources shall be an ex officio member of the joint board and may participate, in person or through a designated representative, in deliberations and proceedings of the joint board. The director shall have no vote on any proceedings of the joint board except in the case of a tie for or against an improvement.
- 5) In accordance with the law, the elected officials in the lead county, including the engineer, recorder, auditor, prosecutor, treasurer, judges, and clerk of the board of county commissioners, shall serve as the administrative officers for the Joint Board of County Commissioners for the Moorman Two-Stage Ditch Project.

Mr. David Buschur seconded the resolution and the roll being called upon its adoption the vote resulted as follows:

Auglaize County:


David Bambaue

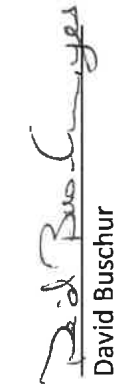

John Bergman


Doug Spencer

Mercer County:


Rick Muhlenkamp


Jerry Laffin


David Buschur

Adopted this 23rd day of April, 2024

ATTEST:


Admin./Clerk of the Board

cc: Engineer; Soil & Water

Date: APRIL 23, 2024

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA ENTERING INTO A
matter of: SALE AND PURCHASE AGREEMENT WITH GOLD CIRCLE DEVELOPERS, LTD.

The Board of Directors of Grand Lake St. Marys LFA met in regular session on the 23rd day of April, 2024 at the Office of the Mercer County Commissioners in Celina, Ohio with the following members present: Mr. Jerry Laffin, Mr. Rick Muhlenkamp, Mr. David Buschur, Mr. John Bergman, Mr. David Bambauer, and Mr. Doug Spencer.

Mr. Doug Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the Grand Lake St. Marys LFA Board is in receipt of a Sale and Purchase Agreement by and between them as "Purchaser" and Gold Circle Developers, Ltd., an Ohio limited liability company, whose address is P.O. Box 176, St. Marys, Ohio 45885, as "Seller"; a copy of said agreement is on file in the offices of the Mercer County Commissioners and Auglaize County Commissioners; it will be maintained until no longer of administrative value; and

WHEREAS, the Sale and Purchase Agreement identifies the real property to be sold as follows:

Situated in the TOWNSHIP of ST. MARYS, COUNTY of AUGLAIZE and STATE of OHIO:

Being all of a 6.516 acres tract as recorded in Official Records Volume 683 Page 394, also being all of a 1.423 acres tract as recorded in Official Records Volume 683 Page 389, also being all of a 7.03 acres tract as recorded in Official Records Volume 683 Page 389, also being part of a 3.36 acres tract as recorded in Official Records Volume 683 Page 389, located in the West Half of Section 5, Town 6 South, Range 4 East, St. Marys Township, Auglaize County, Ohio ...containing 16.569 acres of land, more or less.

Part of Tax Parcel I.D. #K31-042-008-01 and part of Parent Tax Parcel I.D. #K31-042-009-00

WHEREAS, the purchase price for said property shall be the sum of Four Hundred Ninety-seven Thousand Seventy and no/100 Dollars (\$497,070.00);

NOW, THEREFORE, BE IT RESOLVED, the Grand Lake St. Marys LFA Board hereby agrees to the terms of the Sale and Purchase Agreement and authorizes the execution thereof by Chairman Laffin.

Mr. David Buschur seconded the resolution and the roll being called upon its adoption, the vote resulted as follows:

BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA

Jerry Laffin, yes;
Mr. Jerry Laffin

Rick Muhlenkamp, yes;
Mr. Rick Muhlenkamp

David Buschur, yes;
Mr. David Buschur

John Bergman, yes;
Mr. John Bergman

Doug Spencer, yes;
Mr. Doug Spencer

David Bambauer, yes;
Mr. David Bambauer

Motion carried.

Adopted this 23rd day of April, 2024.

ATTEST:

Kim Everman
Kim Everman, Administrator/Clerk

Board of Mercer County Commissioners