

IN THE MATTER DESIGNATING MINSTER BANK AS THE PUBLIC DEPOSITORY FOR COUNTY ACTIVE FUNDS FOR JULY 15, 2021 AND ENDING JULY 14, 2025; DESIGNATING VARIOUS OTHER FINANCIAL INSTITUTIONS AS PUBLIC FUND DEPOSITORIES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of July, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, eligible financial institutions were contacted, requesting that they submit applications to the county if they desire to be designated as a public depository for county active funds; and,

WHEREAS, County Treasurer April Bowersock reviewed the applications as received and recommended to the Board that the application of Minster Bank to be accepted as the depository for the county's active funds.

THEREFORE BE IT RESOLVED that pursuant to Ohio Revised Code, Section 135.33, finding no objection to the recommendation of Treasurer April Bowersock, the Board of County Commissioners, Auglaize County, Ohio, does hereby approve Minster Bank as the depository for the county's active funds for the time period of July 15, 2021 and ending July 14, 2025; and,

WHEREAS, a memorandum of agreement, from a financial institution for deposit of other public funds, were presented by County Treasurer April Bowersock who requested the Board execute said agreement from the following institution as follows: JPMorgan Chase Bank, N.A.

THEREFORE BE IT RESOLVED that pursuant to Ohio Revised Code, Section 135.33, finding no objection to the recommendation of Treasurer Bowersock, the Board of County Commissioners, Auglaize County, Ohio, does hereby approve and authorize the execution of Memorandum of agreement for all financial institutions so stated above.

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

Adopted this
20th day of
July, 2021

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

J.cc: County Treasurer



CONTRACT FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, the Board of County Commissioners of Auglaize County, Ohio, did on the 20th day of July, 2021, accept the proposal of Minster Bank of Minster, Ohio, effective the 15th day of July, 2021, for a period of **four years**, to receive and safely keep on deposit the active, interim or inactive funds of said Board of County Commissioners, and to pay interest on deposits at a rate agreed upon by Bank and Board of County Commissioners.

WHEREAS, Bank has confirmed to the Board of County Commissioners that the total amount thus awarded under this agreement of **\$20 million** does not exceed the limitations set forth under Chapter 135 of the Ohio Revised Code.

NOW, THEREFORE, The bank will secure all public deposits under Chapter 135, in an amount sufficient to meet the requirements of that Chapter. The Bank agrees that it will comply with all the requirements of the Ohio Revised Code, Chapter 135, and any amendments thereto.

It is agreed between the Board of County Commissioners and the Bank that the active, interim, or inactive funds of said Board of County Commissioners shall be deposited in and received and safely kept by the Bank, from and after the date hereof for the period of five years as follows: Payments shall be made from said funds only as directed by the orders, checks or drafts drawn or signed by the proper officer named by the Board of County Commissioners, and as provided by law. In case of a change in the person holding the office, the official successor shall be entitled to all the powers and privileges under this contract but not until after the Board of County Commissioners has notified Bank in writing that the new officer has been duly qualified and entered into office.

Interest shall be paid upon deposits from the time they are made, at the prevailing rate of interest per annum, for the full time said funds are on deposit, and the accrued interest shall be paid to the treasurer as provided by law.

The Board of County Commissioners shall at all times be entitled to receive from the Bank a complete statement of the deposits and the payments therefrom.

The insolvency of the Bank, or its failure to pay upon due to presentation any order, check or draft lawfully drawn upon it, shall terminate this contact and entitle the Board of County Commissioners to withdraw all funds with interest of the day of such failure.

IN WITNESS WHEREOF, the parties have hereunto set their names, this 20th day of July, 2021,

MINSTER BANK
SCOTT A. NETH
95 WEST FOURTH STREET
MINSTER OH 45865


Colin Jarvis, Branch Manager

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY
OHIO


Name Paula A. Spina Commissioner
Title

IN THE MATTER OF AUTHORIZING THE PURCHASE, BY AUGLAIZE COUNTY, OF TEN ACRES IN DUCHOUQUET TOWNSHIP, AUGLAIZE COUNTY, OHIO; AUTHORIZING THE EXECUTION OF ALL NECESSARY DOCUMENTS TO FINALIZE THE PURCHASE OF SAID PROPERTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of July, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the County Administrator has presented a real estate purchase agreement (“Agreement”) by and between Auglaize County, (“Purchaser”), and The Crossroad of Northwest Ohio, LLC (“Seller”), effective as of the date of the last signature on the agreement for the real property and improvements consisting of approximately 10.00 acres located in Duchouquet Township, County of Auglaize, State of Ohio, more particularly described and depicted in the attached Exhibits A and B, together with (i) all structures, systems and improvements that are located on or are an integral part of the Real Property (collectively, the “Improvements”), (ii) all rights, easements, curb cuts, licenses, agreements and privileges appurtenant or belonging to all or part of the Real Property (collectively, the “Easements” (the Real Property, Improvements and Easements are hereinafter referred to collectively as the “Property”); and,

WHEREAS, to promote growth and economic investments within the County the Board of County Commissioners have been negotiating with owner, The Crossroads of Northwest Ohio, LLC, for the purchase of the Property; and,

WHEREAS, negotiations have culminated in an agreeable base purchase price of \$140,000.00 (plus any additional funds necessary to pay Buyers’ share of closing costs and prorations, minus any credits granted to Buyer as set forth herein) in immediately available funds; and,

WHEREAS, possession of the aforementioned property shall be with the final closing which shall occur on or before August 5, 2021 or at such other time as is mutually agreeable by the parties.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby authorize the purchase of said approximately 10.00 acres located in Duchouquet Township, County of Auglaize, State of Ohio for the total base purchase price of \$140,000.00 (plus any additional funds necessary to pay Buyers’ share of closing costs and prorations, minus any credits granted to Buyer as set forth herein); and,

BE IT STILL FURTHER RESOLVED that the Clerk of the Board encumber stated costs from Permanent Improvement – Land to The Crossroads of Northwest Ohio, LLC for said purchase; and,

BE IT FINALLY RESOLVED that the Board authorizes the execution by the President of the Board and/or Board members of the real estate purchase contract and other necessary documents to cause this purchase.

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

Adopted this
20th day of
July, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer yes
Douglas A. Spencer

David Bambauer yes
David Bambauer

John N. Bergman ye
John N. Bergman

cc: The Crossroads of Northwest Ohio, LLC
Prosecuting Attorney, Clerk of the Board

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (“Agreement”) is made by and between **Auglaize County**, (“Purchaser”), and **The Crossroads of Northwest Ohio, LLC**, a limited liability company (“Seller”), effective as of the date of the last signature on this Agreement (“Acceptance Date”).

ARTICLE I: PURCHASE AND SALE

1.01 **Purchase and Sale.** Upon the terms and subject to the conditions set forth in this Agreement, Purchaser shall purchase, accept and receive from Seller, and Seller shall sell, convey and transfer to Purchaser, the real property and improvements consisting of approximately 10.00 acres located in Duchouquet Township, County of Auglaize, State of Ohio, more particularly described and depicted in the attached Exhibits A and B, together with (i) all structures, systems and improvements that are located on or are an integral part of the Real Property (collectively, the “Improvements”), (ii) all rights, easements, curb cuts, licenses, agreements and privileges appurtenant or belonging to all or any part of the Real Property (collectively, the “Easements”) (the Real Property, Improvements and Easements are hereinafter referred to collectively as the “Property”).

1.02 **Location of Property.** The location of the 10.00 acres that Purchaser agrees to purchase is described in the legal description attached hereto as Exhibit A and depicted in the survey attached hereto as Exhibit B.

1.03 **Purchase Price.** Purchaser shall pay Seller a purchase price in the amount of One-Hundred and Forty Thousand and 00/100 Dollars (\$140,000.00) for the Property (the “Purchase Price”) at Closing.

ARTICLE II: INSPECTIONS

2.01 **Inspections.** During the term of this Agreement, Purchaser and its agents shall have a license to enter the Property at any time and for any reason in order to conduct any activity related to their development of the Property and surrounding properties, including but not limited to surveys or inspections of any kind (“Inspections”).

2.02 **Restoration and Costs.** After completion of the Inspections, Purchaser shall, if necessary, restore the Property to the same condition as on the date of this Agreement. All due diligence investigation shall be at Purchaser’s sole cost and expense.

ARTICLE III: CONDITIONS PRECEDENT

3.01 **Conditions Precedent.** Purchaser’s obligations hereunder are contingent upon the satisfaction of the following conditions (“Conditions Precedent”):

(a) **Inspections.** Purchaser shall have approved the results of the Inspections and shall have confirmed the overall feasibility of the Property for Purchaser's intended use, in Purchaser's sole discretion.

3.02 **Removal of Conditions Precedent.** If Purchaser does not provide written notice of its approval of the Conditions Precedent prior to Closing, then Purchaser shall accept the Property "as is", and the parties shall proceed with Closing (as defined below).

ARTICLE IV: ADDITIONAL CONDITIONS PRECEDENT

4.01 **Additional Conditions Precedent.** Provided that this Agreement has not terminated pursuant to Article 3 above, Purchaser's obligations hereunder are further contingent upon the satisfaction of the following conditions ("Additional Conditions Precedent"):

(a) **Seller Breach.** There shall be no uncured breach of any representation, warranty or agreement of Seller set forth in this Agreement and Seller has certified that all of Seller's representations, warranties and agreements in this Agreement remain true, complete and accurate as of the Closing Date.

(b) **Status of Property.** There shall have been no material adverse change in the title, survey, physical or environmental status or condition of the Property since the Acceptance Date.

ARTICLE V: REPRESENTATIONS AND OBLIGATIONS

5.01 **Representations and Warranties of Seller.** Seller, to the best of its knowledge without investigation, makes the following representations, warranties and agreements as of the Acceptance Date and the Closing Date. Seller's representations and warranties shall survive Closing for a period of one (1) year and shall not be merged into any deed or other document given at Closing:

(a) There are no parties in possession of any part of said Property as lessees, tenants at sufferance, or trespassers except as set forth herein.

(b) There is no pending or threatened condemnation or similar proceeding or assessment affecting said Property, or any part thereof, nor to the best knowledge and belief of Seller is any such proceeding or assessment contemplated by any governmental authority.

(c) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules, and restrictions relating to said Property, or any part thereof.

(d) Said Property has full and free access to and from public highways, streets, or roads, and, to the best knowledge and belief of Seller, there is no pending or threatened governmental proceeding which would impair or result in the termination of such access.

- (e) There are no clouds on title other than those approved by Purchaser indicated by the title search prepared by Purchaser's agent.

5.02 **Obligations Prior to Closing.** On and after the Acceptance Date, Seller shall not enter into any leases or contracts affecting the Property without receiving Purchaser's prior written approval (which shall be given or withheld in Purchaser's sole discretion), or undertake any activity that would hinder or prevent Seller from being in a position to deliver possession of the Property to Purchaser on the Closing Date in accordance with this Agreement.

5.03 **Representations and Warranties of Purchaser.** Purchaser makes the following covenants, representations, and warranties to Seller as of the Acceptance Date and the Closing Date:

- (a) Purchaser has the authority and capacity to enter into and perform this Agreement, and the person who executes this Agreement on behalf of Purchaser represents and warrants such person has been authorized to do so.
- (b) Purchaser shall neither encumber nor cause any lien to be created against the Property in any way prior to the Closing Date.
- (c) Purchaser shall either retain the Property under its current agricultural ground/wooded area or develop it as a park/green space in accordance with the provisions of this Agreement.

Either party can initiate the development of the Property or a portion of the Property as a park/green space by notifying the other party of its intent to do so. Upon notification by the other party, the parties agree to use reasonable efforts to come to a mutual agreement regarding the design, development and operation of the park/green space. The Purchaser specifically agrees to cooperate with Seller in the design of the park/green space as it relates to the Seller's adjacent development project.

If the Purchaser and Seller cannot reach an agreement regarding the design, development and operation of the park/green space following reasonable efforts to do so, Seller may elect to purchase the Property back from the Purchaser at the price per acre contained in this Agreement (\$14,000 per acre).

- (d) In the event that the Property or part of the acreage therein cannot be used for the purposes contemplated herein, namely, as a public park green space, or open space, it is agreed that Seller shall have the first right of refusal to purchase the Property back from Purchaser for the price per acre contained in this Agreement (\$14,000.00 per acre)

- (e) Purchaser agrees to lease the Property to Seller after the conveyance of the Property described in Exhibit A pursuant to this Agreement. Seller's right to lease the Property shall be exclusive. If Purchaser wishes to lease the Property to any other person or entity, Purchaser must obtain the written

consent of Seller prior to doing so. Purchaser further agrees that Seller may sublet the land during the term of the lease contemplated by this subsection. The lease of the Property shall entitle Seller to any and all income derived from use of the Property, farming or otherwise, during the term of the lease. The term of the lease shall be five years, commencing upon the conveyance of the Property by deed pursuant to this Agreement. Seller must provide Purchaser with monthly rent in the amount of \$10.00 per month to maintain the lease.

- (f) Purchaser agrees to sell any of the Property conveyed under this agreement back to Seller, at Seller's election, at the price per acre contained in this Agreement (\$14,000.00 per acre).
- (g) If Seller pursues the creation of a Designated Outdoor Refreshment Area (DORA) pursuant to Ohio Revised Code § 4301.82 with the cooperation of the Village of Cridersville, Purchaser agrees to participate in the creation of said DORA, and to submit to the inclusion of the 10.00 acres purchased pursuant to this Agreement within the Designated Outdoor Refreshment Area.

With the exception of section 5.03(c) and 5.03(d) of this Agreement, these representations and warranties shall survive Closing for a period of five (5) years and shall not be merged into any deed or other document given at Closing. Seller's right of first refusal contained in section 5.03(d) and such related usage restrictions contained in section 5.03(c) of this Agreement shall survive Closing for a period of twenty-five (25) years and shall not be merged into any deed or other document given at Closing. Seller shall not have a right to assign any rights or obligations hereunder, including the repurchase rights or right of first refusal without the express written consent of Purchaser.

ARTICLE VI: CLOSING

6.01 **Closing.** The closing of the purchase and sale of the Property as described in this Agreement ("Closing") shall be held at a location agreed upon by the parties, on or before August 5, 2021 (the "Closing Date").

6.02 **Conveyance.** At Closing, Seller shall convey to Purchaser good and marketable fee simple title to the Property by executing and delivering a transferable and recordable statutory form general warranty deed (the "Deed") to Purchaser, subject only to restrictions of record. Seller shall execute and deliver at the Closing (i) a settlement statement in form approved by the parties, (iii) any affidavits, certifications or any other assurances reasonably requested by the Purchaser and (iv) such other documents contemplated by this Agreement (collectively, with the Deed, the "Seller Closing Documents").

6.03 **Proration of Taxes.** Seller shall pay all real estate taxes and assessments due and payable as of the Closing Date. Real estate taxes and assessments due and payable after the Closing Date shall be prorated in accordance with the local custom of Auglaize County due and computed on the basis of the last available tax duplicate.

6.04 **Costs.** In addition to any other costs set forth herein, Purchaser shall pay (a) all applicable transfer taxes and conveyance fees; (b) the cost of recording the Decd; (c) the cost of the Commitment and Title Policy requested or required by Purchaser and/or its lender, if any; (d) the cost of any endorsement to the Title Policy and/or lender's policy, if any, and the additional cost or charge, if any, of the Escrow Agent for deletion of the standard mechanic lien exception from the Title Policy of Purchaser and/or its lender; (e) the cost of the Inspections; (f) the charges of the closing agent, if any; and (g) its own legal fees. All costs not specifically allocated herein shall be paid by Seller.

6.05 **Agricultural Recoupment.** Purchaser shall be responsible for payment of any and all agricultural recoupment taxes or any type of "claw back taxes" assessed against the Real Property resulting from the sale to Purchaser.

6.06 **Possession.** Seller shall deliver possession of the Property at the Closing.

ARTICLE VII: FURTHER AGREEMENTS

7.01 **Broker.** Seller and Purchaser each represent and warrant to the other that neither has engaged or consulted with any real estate broker, agent or salesperson.

7.02 **Cooperation and Access.** Purchaser shall have access to the Property at all reasonable times for the purpose of conducting all Inspections.

7.03 **Notices.** Any notices required or permitted hereunder shall be in writing and shall be delivered personally, by nationally recognized overnight courier or by ordinary first class United States mail, postage prepaid, to the following addresses or to such other addresses as the parties may designate in writing:

Seller: The Crossroads of Northwest Ohio, LLC	Purchaser Auglaize County
<u>Craig A. Nicholson, MD</u>	<u>Attn: County Administrator</u>
<u>1365 Shoreview Drive</u>	<u>209 S. Blackhoof Street, Rm 201</u>
<u>Lima, OH 45805</u>	<u>Wapakoneta, OH 45895</u>

All notices shall be deemed to be given upon actual receipt or two (2) business days after mailing, whichever occurs first.

7.04 **Default.** If Purchaser defaults under this Agreement and fails to close the transaction contemplated hereby (through no fault of Seller), then Seller may declare Purchaser's rights under this Agreement forfeited, and seek any remedies Purchaser may have available to it at law or in equity. If Seller breaches this Agreement (through no fault of Purchaser), then Purchaser may enforce Purchaser's rights under this Agreement by obtaining a court order for specific performance or by seeking any remedies Purchaser may have available to it at law or in equity.


7.05 **Miscellaneous.** This Agreement and all or any portion of the rights hereunder shall not be assigned by Purchaser without first having obtained the express written consent of Seller, which consent will not be unreasonably withheld. Upon delivery to Seller of an instrument in writing whereby the assignee of Purchaser assumes all of the provisions of this Agreement to be performed

by Purchaser, then, in that event, Purchaser shall be released and discharged of all further liability hereunder. The term "Purchaser" includes any assignee of Purchaser. This Agreement shall be binding upon and inure to the benefit of Seller, Purchaser and their respective heirs, personal and legal representatives, successors and assigns. This Agreement contains the entire agreement of the parties hereto and supersedes all previous agreements, understandings or communications of the parties, whether written or oral. This Agreement shall be construed and enforced pursuant to the laws of the State of Ohio. No amendments, modifications or variations of the terms and conditions of this Agreement shall be valid unless the same are in writing and signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. A signature received by telecopy or electronic mail shall be deemed to be as valid as an original signature. Time is of the essence of this Agreement. All recitals and all exhibits and addenda attached hereto are incorporated by reference into this Agreement as if fully set forth herein.

[Remainder of Page Intentionally Left Blank]

Seller:


The Crossroads of Northwest Ohio, LLC

By:  _____
Craig A. Nicholson, Managing Member

Date: 07/14, 2021

Purchaser:

Auglaize County, Ohio

By:  _____
Commissioner

By:  _____
Commissioner

By:  _____
Commissioner

Date: 07/20, 2021

Exhibit A

Crossroads of Northwest Ohio to the Auglaize County Commissioners Survey

Being a parcel of land in the West $\frac{1}{2}$, of the SW $\frac{1}{4}$ of Section 36, Town 4 South, Range 6 East, Duchouquet Township, Auglaize County, Ohio, and being a part of Parcel No. B05-036-036-00 and is more particularly described as follows:

Commencing from an Auglaize County monument box (found) located at the intersection of CR 208 (National Road) and TR 183 (Mudsock Road);

Thence with a bearing S. 00°43'33" W. along the centerline of TR 183 (Mudsock Road), said line also being the $\frac{1}{16}$ line of the NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of Section 36, a distance of 3698.48 feet to an iron pin with cap (set) and being the PLACE OF BEGINNING;

Thence continuing S. 00°43'33" W. along the aforementioned line, a distance of 548.00 feet to an iron pin with cap (set), which is the SE Corner of the West $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 36;

Thence N. 89°29'41" W. along the South Line of the SW $\frac{1}{4}$ of Section 36, a distance of 794.90 feet to an iron pin with cap (set), passing through a county monument box marking the NE corner of the W $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 1 Town 5 South, Range 6 East, at a distance of 14.85 feet and passing through an iron pin with cap (set) at 30.00 feet on the existing right-of-way line of TR 183 (Mudsock Road);

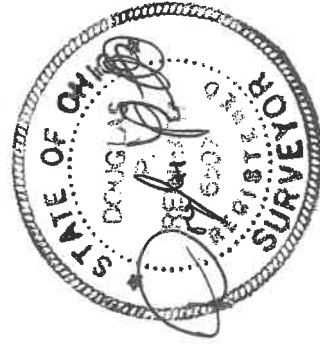
Thence N. 00°43'33" E. a distance of 548.00 feet to an iron pin with cap (set);

Thence S. 89°29'41" E. a distance of 794.90 feet to an iron pin with cap (set) and being PLACE OF BEGINNING, passing through an iron pin with cap (set) at a distance of 764.90 feet on the existing right-of-way line of TR 183 (Mudsock Road).

The above-described parcel contains 10.000 acres, more or less, of which 0.377 acres is existing highway right-of-way. This parcel is also subject to any additional legal highways and easements of record at the time of the survey. Previous deed reference: Volume OR 707, page 3313 and this plat is recorded in Survey Book "U", page 459, in the Auglaize County Engineer's Office.

The basis of bearing is holding the centerline of TR 183 (Mudsock Road) as S. 00°43'33" W. from the Ohio State Plane - North Coordinate System NAD-83 (2011).

The above description was prepared by Andrew J. Baumer, S.I., under the direct supervision of Douglas P. Reinhart PS #6507.



This Legal Description and accompanying Plat represents an actual Boundary Survey completed under my direct supervision in July 2021



Douglas P. Reinhart, Auglaize County Engineer
Professional Surveyor No. 6507
1014 S. Blackhoof Street, Wapakoneta, OH, 45895


Auglaize County Engineers Office		
Crossroads of Northwest Ohio to the Auglaize County Commissioners Survey		
DRAWN BY: AJB	SCALE: Shown	
CHK'D:	DATE: 07/2021	
	APP'D	

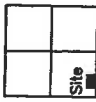
Exhibit B

Crossroads of Northwest Ohio to the Auglaize County Commissioners Survey

Part of the West 1/2 of the SW 1/4 of Section 36
 Town-4-S, Range-6-E
 Duchouquet Twp., Auglaize County, Ohio
 Part of Parcel Number B05-036-036-00

LOCATION PLAN

Section 36



Duchouquet Township
 T-4-S, R-6-E
 Auglaize County, Ohio

SCALE



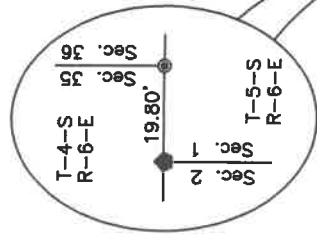
REFERENCES

- J-396; PS #6470
- B-156; PS #4906
- M-387; PS #6920
- B-029; PS #6177
- GEB-32; BR Gebhart Mar. 1964
- Field Notes of Public Survey
- Auglaize County

Crossroads of Northwest Ohio, LLC
 OR 696 pg. 4356

77.085 Acres
 -10.000 Acres this split
 67.085 Acres remaining

Crossroads of Northwest Ohio, LLC
 OR 707 pg. 3515



LEGEND

- County Monument Box
- ▲ PK Nail with shiner over railroad spike (found)
- ▲ Mag Nail (set)
- ✕ Railroad Spike (found)
- Spike (found) - Gephart Survey March 1964
- 8" Iron Pin with yellow cap PS 6920 (found)
- 8" Iron Pin with cap "Auglaize County" (set)
- 8" Diameter steel post (found)

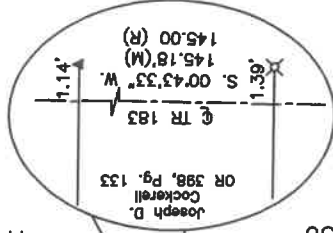
BASIS OF BEARING

Basis of Bearing is holding the \odot of TR 183 (Mudsock Road) also being the East Line of the W 1/4 SW 1/4 Sec. 36 as S. 00°43'33" W. based on Ohio State Plane - North Coordinate System NAD83

This Plat is recorded in Survey Book "U", Page 459 in the Auglaize County Map Office

NOTES

- All distances are measured except where otherwise noted.
- The East Line of Tract 1 being the East Line of the West 1/4 SW 1/4 Sec. 36 and the \odot of TR 183 (Mudsock Rd.), was established using the previously set monument box at the intersection of CR 208 (National Rd.) and TR 183 (Mudsock Rd.) and a calculated point on the South Line of Sec. 36. The Original Survey field notes show an offset at the township line at Section 1 (T-5-S, R-6-E) and Section 36 (T-4-S, R-6-E) of 19.80'. The offset was measured at the SW corner of Sec. 36 and was prorated to calculate the point at the SE corner, W 1/4 SW 1/4 Sec. 36.
- Two spikes were found near the \odot of Mudsock Road. The spikes were set by B.R. Gebhart as a part of survey GEB-32 in March 1964 and is on file at the Auglaize County Engineer's Office. The said spikes were found to be off the established East Line of the West 1/4 SW 1/4 Sec. 36 by the distances shown above.

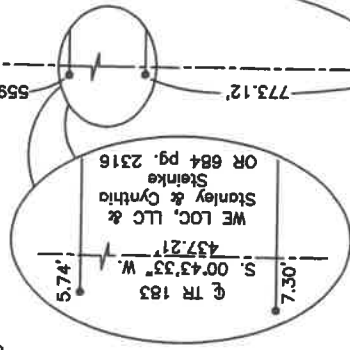


\odot CR 208 (National Rd.)
 North Line, SW 1/4 Sec. 36

Joseph D. Cochereil
 OR 398, Pg. 133

Boyd & Regina Evans
 OR 682 pg. 2283

E Line of W 1/4 NW & SW 1/4 Sec. 36
 \odot TR 183 (Mudsock Rd.)
 S. 00°43'33" W. - 3698.48'

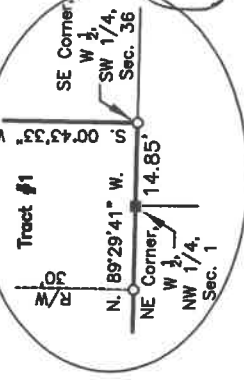


Tract #1
 10.000 Ac.
 0.377 Ac. R/W

SW Corner Sec. 36
 N. 89°29'41" W. 533.12'
 S. 89°29'41" E. 794.90'
 South Line, SW 1/4 Sec. 36

William E. Berry
 OR 303 pg. 147

Kacey & Alan R. Sells
 OR 668 pg. 1410



This Plat and accompanying Legal Description represents an actual Boundary Survey completed under my direct supervision in July 2021

Douglas P. Reinhart, P.E. P.S.

Douglas P. Reinhart, Auglaize County Engineer
 Professional Surveyor No. 6507
 1014 S. Blackhoof Street, Wapakoneta, OH, 45895

Auglaize County Engineers Office
 Crossroads of Northwest Ohio
 to the
 Auglaize County Commissioners
 Survey

DRAWN BY: AJB	SCALE: Shown
CHK'D:	DATE: 07/2021
	APP'D



County Commissioners Office
Auglaize County, Ohio
July 20, 2021

NO. #21-297

IN THE MATTER OF ACCEPTING THE RESIGNATION OF DENNIS SCHMIESING TO THE AUGLAIZE COUNTY AIRPORT AUTHORITY BOARD.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of July, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the term of Dennis Schmiesing on the Auglaize County Airport Authority will expire on June 30, 2022; and,
WHEREAS, Dennis Schmiesing, on July 13, 2021, submitted to the Board of County Commissioners, email correspondence.

It is regret with that I am putting in my resignation to the Board of Neil Armstrong Airport. Becky and I have retired and we have decided to sell our home in Minster and permanently move to South Carolina.

It has been a pleasure to work with everyone involved with the Airport.

THEREFORE BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby acknowledge Dennis Schmiesing's resignation from the Auglaize County Airport Authority Board; and,

BE IT FURTHER RESOLVED that said Board does extend its appreciation to Mr. Schmiesing for his years of dedication and service given to the Auglaize County Airport Authority Board.

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

Adopted this
20th day of
July, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, ye
John N. Bergman

cc: Airport Authority – Brent Richter
 Dennis Schmiesing
 Airport Manager

IN THE MATTER OF AUTHORIZING THE PURCHASE OF REPLACEMENT SWITCHES FOR THE COURTHOUSE FROM PERRYPROTECH AS REQUESTED BY INFORMATION TECHNOLOGY MANAGER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of July, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Cameron Ruppert, County Information Technology Manager, met with the Board of County Commissioners expressing the need to obtain a replacement switches for the 1st Floor and 4th Floor at the Courthouse for the County computer system; and,

WHEREAS, Mr. Ruppert presented a quote submitted by PerryproTech to purchase the replacement switches for the Courthouse at the total cost of \$36,497.60.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the purchase, from PerryproTech for the replacement switches as noted above at the total cost of \$36,497.60.

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

Adopted this
20th day of
July, 2021

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: IT Manager

IN THE MATTER OF APPROVING THE CONTRACTOR'S PAY REQUESTS #5 AND #6 (FINAL) FROM HOHENBRINK EXCAVATING, LLC FOR THE CITY OF WAPAKONETA'S 2020 CDBG WEST BENTON STREET RECONSTRUCTION PHASE 1 PROJECT, USING PY 2019 CDBG ALLOCATION PROGRAM FUNDS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of July 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on March 12, 2020, Resolution #20-120, the Board of County Commissioners awarded the bid for the PY 2019 CDBG Allocation Program project for the City of Wapakoneta 2020 CDBG West Benton Street Reconstruction Phase 1 Project to Hohenbrink Excavating, LLC at the cost of \$1,820,378.04; and,

WHEREAS, the Board of County Commissioners has now been presented with Contractor's Pay Requests #5 and #6 (final) in the amount of \$1,027,506.41 from Hohenbrink Excavating, LLC for the City of Wapakoneta's CDBG West Benton Street Phase 1 Project; and,

WHEREAS, the City of Wapakoneta has provided payment information showing checks to the contractor for Pay Requests #5 and #6 (final).

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, having received the City of Wapakoneta's letter of satisfaction of the completed project and does hereby recognizes/authorizes the Contractors Pay Requests #5 through #6 (final) from Hohenbrink Excavating LLC totaling \$1,027,506.41; and,

BE IT STILL FURTHER RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby recognizes/authorizes the President of the Board to execute said Pay Requests #5 through #6 (final), being paid by the City of Wapakoneta, as such payments were over and above the PY2019 CDBG Allocation Grant amount of \$120,700 available for the project and that the City of Wapakoneta agreed and was responsible for such project costs for the completion for the 2020 CDBG West Benton Street Reconstruction Phase 1 Project.

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

Adopted this
20th day of
July, 2021

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: Poggemeyer Design Group
✓ City of Wapakoneta

IN THE MATTER OF ACCEPTING THE RESIGNATION FROM AN EMPLOYEE AS THE ERS 2 POSITION OF THE JOB AND FAMILY SERVICES DEPARTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of July, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners received correspondence from Job and Family Services Department Director that an employee, Christina Evans, is resigning from her position as ERS 2 effective August 20, 2021. She also thanked the Job and Family Services Department for the opportunity.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio does hereby accept the resignation of the Job and Family Services Department employee as the ERS 2 effective August 20, 2021.

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

Adopted this
20th day of
July, 2021

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: County Department of Job & Family Services
Christina Evans

**IN THE MATTER OF AUTHORIZING COMMISSIONER DOUGLAS A. SPENCER TO SIGN THE AREA 8
WORKFORCE DEVELOPMENT BOARD OF AUGLAIZE, HARDIN, MERCER AND VAN WERT
COUNTIES - LOCAL PLAN 2022 - 2025.**

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 20th day of July,
2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize, Hardin, Mercer, and Van Wert Counties have been designated as Ohio Local Area 8 for purposes
providing services pursuant to the WIOA; and,

WHEREAS, Ron Dorsten has prepared and presented the Area 8 Workforce Development Board of Auglaize, Hardin,
Mercer and Van Wert Counties – Local Plan 2022–2025 and has indicated (1) that this plan has met all assurances,
(2) that the local plan represents the local workforce development board’s effort to maximize resources available
under Title I of the Workforce Innovation and Opportunity Act; and (3) the plan demonstrates the board’s efforts to
coordinate these resources with other State and Local programs; and,

WHEREAS, the effective date of the local plan will be July 1, 2021.

THEREFORE, BE IT RESOLVED, that this Board of Commissioners, Auglaize County, Ohio, does hereby approve
such plan and authorizes Commissioner Douglas A. Spencer to sign the Area 8 Workforce Development Board of
Auglaize, Hardin, Mercer and Van Wert Counties - Local Plan 2022–2025.

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

Adopted this
20th day of
July, 2021

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: ACDJFS – Julie Gossard
WIOA 8 – Ron Dorsten
Mercer County Commissioners
Hardin County Commissioners
Van Wert County Commissioners

IN THE MATTER OF AUTHORIZING THE COLLECTION OF FUNDS FOR THE MAINTENANCE ACCOUNT OF THE ST. MARYS RIVER ENHANCEMENT PROJECT.

The Joint Board of County Commissioners of Auglaize, Mercer, Shelby and Van Wert Counties met in regular session on the 20th day of July, 2021 with the following members present:

Auglaize County: Bergman, Spencer, Bamberger
Mercer County: Lafco, Haman
Shelby County: Buchorst, Eberhard
Van Wert County: Lichtenbeiger, Wolfman

Commissioner Bergman made the motion to adopt of the following:

RESOLUTION

WHEREAS, on January 27, 1998, the Joint Board of Auglaize, Mercer, Shelby and Van Wert County Commissioners authorized the St. Marys River Enhancement project to be placed under a permanent maintenance program; and,

WHEREAS, the St. Marys River Enhancement Maintenance Fund needs to be replenished as the balance of said fund is inadequate to cover future costs of maintaining this project; and,

WHEREAS, on May 27, 2021 the Joint Board of Auglaize, Mercer, Shelby and Van Wert County Commissioners set the date, time and place for a public hearing for the reevaluation of the base assessment for the St. Marys River Enhancement maintenance account; and,

WHEREAS, on July 20, 2021 the Joint Board of Auglaize, Mercer, Shelby and Van Wert County Commissioners conducted the public hearing with forty-six land owners were present and fourteen land owners expressed their displeasure with the proposed reevaluation of the assessment base for the St. Marys River Enhancement Project; and,

WHEREAS, the Joint Board of Auglaize, Mercer, Shelby and Van Wert County Commissioners appreciated the landowners concerns yet the Joint Board expressed their concerns about the current funding mechanism and the potential for inadequate funding resulting from the funding mechanism; and,

WHEREAS, the Joint Board indicated that under the existing funding mechanism the maintenance work will continue with the understanding that when the funds are spent the maintenance work would end for that collection year; and,

WHEREAS, it is necessary for the Joint Board of County Commissioners to establish an assessment percentage and time frame for collection for said maintenance funding; and,

WHEREAS, on the following dates the Joint Board did approve the following percentage and for the following collection years for the St. Marys River Enhancement Project:

July 6, 2000	4% annually
July 26, 2005	10% annually
February 6, 2007	10% annually
July 22, 2008	10% annually
July 19, 2011	10% annually
July 15, 2014	10% annually
July 18, 2017	20% annually
July 19, 2019	20% annually

WHEREAS, on this date, July 20, 2021, the Commissioners of Auglaize, Mercer, Shelby and Van Wert Counties have met and agreed that the charge to the maintenance fund on the St. Marys River Enhancement project to be set at an annual 20% the original project assessments, for collection year 2019, as ordered previously, and for the following period of two years (collection years 2022 and 2023) with each County being responsible for the collection of the annual 20% maintenance fee. The Joint Board of County Commissioners shall convene a maintenance hearing if necessary; and,

WHEREAS, the Joint Board will allow Mercer County to seek bids for Mercer's County portion of the St. Marys River Maintenance Project and award without consultation with the Joint Board.

THEREFORE, BE IT RESOLVED that the Joint Board of Commissioners of Auglaize, Mercer, Shelby and Van Wert Counties, Ohio, does hereby set an annual 20% of the original project assessments, for a period of two years for the collection of funds for the St. Marys River Enhancement Maintenance fund; and,

BE IT FURTHER RESOLVED that said Joint Board does hereby authorize the Auditors of each respective County, Auglaize County, Mercer County, Shelby County and Van Wert County, to collect the above set maintenance assessments in each County.

Commissioner Wolfford seconded the Resolution with all members present voting in favor of said motion.

Adopted this 20th of July, 2020

**Board of County Commissioners
Auglaize County, Ohio**

John N. Bergman, yes

Douglas A. Spencer, yes

David Bambaer, yes

**Board of County Commissioners
Shelby County, Ohio**

Anthony J. Bornhorst, yes

Julie L. Ehemann, yes

ABSENT
Robert A. Guillozet

**Board of County Commissioners
Mercer County, Ohio**

Jerry Laffin, yes

Greg Homan, yes

Rick Muhlenkamp, yes

**Board of County Commissioners
Van Wert, Ohio**

Thad Lichtensteiger, yes

ABSENT
Stan D. Owens

Todd D. Wolfrum, yes

cc: Engineers – Auglaize, Mercer, Shelby and Van Wert
County Commissioners – Auglaize, Mercer, Shelby and Van Wert
Auditors – Auglaize, Mercer, Shelby and Van Wert