

**IN THE MATTER OF AUTHORIZING THE PURCHASE OF ONE VEHICLE FOR THE GRAND LAKE TASK FORCE FROM PLATINUM AUTO GROUP.**

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

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, it is necessary to purchase one vehicle for the use by the Grand Lake Task Force; and,

**WHEREAS**, Platinum Auto Group has provided a quote as follows:

<b>2014 Honda Crosstour</b>	<b>\$16,700.00</b>
<b>Trade-in allowance</b>	<b>(\$1,200.00)</b>
<b>Total</b>	<b>\$15,500.00; and,</b>

**WHEREAS**, the Board does feel that the above stated quote is fair and reasonable amount for said vehicle.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby authorize the purchase of a 2014 Honda Crosstour for \$15,500.00 for use by the Grand Lake Task Force.

Commissioner Spencer 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  
May, 2023

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, ye  
John N. Bergman

Douglas A. Spencer, ye  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

cc: GLTF

**IN THE MATTER OF ACCEPTING THE APPLICATION FOR CHANGE OR EXTENSION OF THE EWALD DITCH PROJECT.**

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

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on April 27, 2023, the Board of Auglaize County Commissioners held the view on the Ewald Ditch, located in Section 27 in Duchouquet Township petitioned by Robert Berg and others; and,

**WHEREAS**, after said view, on May 16, 2023, landowners Mark Bauer filed an application for change or extension of the improvement was filed; same being:

**To make an application to the Board of County Commissioners of Auglaize County to extend the investigation of the tile being currently under county petition of the Ewald Tile Ditch for subsurface drainage improvements, and to place under permanent maintenance, the current petition is currently filed by Robert Berg;**

Said application for an amendment to the current Ewald Ditch petition is as follows:

Commencing at the end of the amendment filed by Scott & Ashley Fosnaugh and David & Lori Acheson for the petitioned Ewald Ditch; at a point approximately 1300 feet west of Bachman Road and approximately 2775 feet south of Blank Pike in the Northeast Quarter of Section 27, Duchouquet Township of Auglaize County; Thence in a northerly direction for approximately 330 feet to the property corner of Paul Leblanc, Scott & Ashley Fosnaugh, Mark & Christa Bauer, and John & Martine Limbert and here to terminate approximately 1320 feet west of Bachman Road and approximately 2660 feet south of Blank Pike.

All costs of engineering, construction, and future maintenance shall be assessed to the benefiting parcels of land as described in Section 6131 of the Ohio Revised Code.

**THEREFORE BE IT RESOLVED**, the Board of Auglaize County Commissioners does hereby approve the request for said change or extension of the Ewald Ditch as per the signed application from Mark Bauer and that said extensions be part of the plan for construction.

Commissioner Spencer 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  
May, 2023

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, ye  
John N. Bergman

Douglas A. Spencer, ye  
Douglas A. Spencer

David Bambauer, ye  
David Bambauer

cc: County Engineer

APPLICATION FOR CHANGE OR EXTENSION OF THE IMPROVEMENT

Revised Code, Secs. 6131.04; 6133.02, .03

To the Board of Auglaize County Commissioners Wapakoneta, Ohio, \_\_\_\_\_, 20\_\_\_\_

In the Matter of the EWALD DITCH Single County Ditch;

**LOCATE, INSTALL SUBSURFACE TILE and CATCH BASINS, ATTACH and INSTALL LATERALS**

*Proceedings to:* To investigate the feasibility to replace an existing subsurface tile, install catch basins, make connections, and install sub-mains if required. If and when the project has been completed, the landowners shall have the drainage improvements placed on Permanent County Maintenance as per Section 6131 and 6133 of the Ohio Revised Code.

*Petitioned for by:* **ROBERT BERG** and others,

*The undersigned hereby makes application to your honorable body for:* An amendment to the Ewald Ditch Single County Ditch Petition: *whereas:*

To make an application to the Board of County Commissioners of Auglaize County to extend the investigation of the tile being currently under county petition to the Ewald Tile Ditch for subsurface drainage improvements, and to place under permanent maintenance, the current petition is currently filed by Robert Berg;



Said application for an amendment to the current Ewald Ditch petition is as follows:

Commencing at the end of the amendment filed by Scott & Ashley Fosnaugh and David & Lori Acheson for the Petitioned Ewald Ditch; at a point approximately 1300 feet west of Bachman Road and approximately 2775 feet south of Blank Pike in the Northeast Quarter of Section 27, Duchouquet Township of Auglaize County; Thence in a northerly direction for approximately 330 feet to the property corner of Paul Leblanc, Scott & Ashley Fosnaugh, Mark & Christa Bauer, and John & Martine Limbert and here to terminate approximately 1320 feet west of Bachman Road and approximately 2660 feet south of Blank Pike.

The exact size(s) or dimensions and location(s) of said ditch construction shall be determined by the Auglaize County Engineer at the time of the Survey and Design of the proposed drainage petition.

All costs of engineering, construction, and future maintenance shall be assessed to the benefiting parcels of land as described in Section 6131 of the Ohio Revised Code.

*Petitioners:*

 \_\_\_\_\_  
 \_\_\_\_\_  
2023.05.15  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RECEIVED

MAY 16 2023

Board of  
County Commissioners

**IN THE MATTER OF ACCEPTING THE QUOTE FROM MENARDS FOR MATERIAL NEEDED FOR A FENCE LOCATED AT THE COURTHOUSE.**

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

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Maintenance Department has submitted a quote of \$2,555.64 for material to construct a new fence at the Power House located at the Courthouse.

**THEREFORE BE IT RESOLVED**, that by the Board of Commissioners of Auglaize County, Ohio does hereby approve the quote from Menards for \$2,555.64 for material to construct a fence at the Courthouse.

Commissioner Spencer 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  
May, 2023

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

cc:  Menards  
 Maintenance Dept.

**IN THE MATTER OF APPROVING THE PROJECT AUTHORIZATION FOR RESOURCE RECYCLING SYSTEM, INC. (RRS) TO PROVIDE A SCOPE AND A SITE VISIT TO ASSESS THE CURRENT INFRASTRUCTURE FOR THE AUGLAIZE COUNTY SOLID WASTE MANAGEMENT DISTRICT AND AUTHORIZING THE EXECUTION OF SAID PROJECT AUTHORIZATION.**

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

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Solid Waste Coordinator Scott Cisco presented a project authorization with Resource Recycling Systems, Inc. (RRS) to provide a scope for a site visit to assess the current infrastructure at the Auglaize County Solid Waste Management District (SWMD); and,

**WHEREAS**, the following project authorization includes the following tasks:

Task 1 – Data Request

Data 2022 and 2021 pounds or tons of managed material by source (curbside, drop-off, business, etc.)  
Available blueprints of current facilities

Task 2 – Site Visit

Provide Auglaize County with a one-day, 3-hour on-site visit on June 15, 2023  
Site: 15502 St. Marys River Road, St. Marys, OH 45885

A memo summary of the site visit and opinions garnered during that time  
This includes travel time and expenses to the District’s MRF site; and,

**WHEREAS**, the labor costs of \$4,800.00 and expenses of \$700.00 for the total task cost of \$5,500.00; and,

**WHEREAS**, the Board of County Commissioners was requested by the Solid Waste Coordinator Scott Cisco to approve and execute the project authorization.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio does hereby approve the Project Authorization between Auglaize County and Resource Recycling Systems, Inc. (RRS) scope for a site visit at the SWMD facility located at 15502 St. Marys River Road, St. Marys, Ohio 45885; and,

**BE IT FURTHER RESOLVED** that the Board of County Commissioners authorizing the President of the Board, John N. Bergman, to execute the Project Authorizing with Resource Recycling Systems, Inc. (RRS) as presented.

Commissioner Spencer 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  
May, 2023

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, Yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

David Bambauer, Yes  
David Bambauer

cc: Solid Waste/Recycle Coordinator  
Resource Recycling Systems, Inc.



# PROJECT AUTHORIZATION

AUGLAIZE COUNTY SOLID WASTE MANAGEMENT DISTRICT: SITE VISIT

## RESOURCE RECYCLING SYSTEMS, INC. (RRS)

416 Longshore Drive  
Ann Arbor, MI 48105  
Office: 734.996.1361  
Fax: 734.996.5595  
[www.recycle.com](http://www.recycle.com)

## PROJECT MANAGER

Erin Oulton  
614.961-5203 | [erulton@recycle.com](mailto:erulton@recycle.com)

## INVOICING CONTACT

Ché Pomo  
734.996.1361 x 151 | [cpomo@recycle.com](mailto:cpomo@recycle.com)

## TIMELINE

Upon receipt of the signed Project Authorization page of the proposal, RRS and the client will identify a start date agreeable to both parties. The following preliminary project timeline will be discussed and confirmed at project authorization.

Start Date: June 1, 2023      End Date: June 30, 2023

## PROJECT BUDGET

RRS will perform the work as assigned by the client on a time and materials basis not to exceed \$5,500 including all project expenses as described above. Any work that falls outside of this scope of work will be subject to a change order process where the specific project assignment and budget will be outlined and authorized by both entities. RRS will not execute any out of scope work until an authorized change order is in place.

## PAYMENT TERMS

RRS will invoice on a monthly billing cycle with fees not to exceed the costs as shown in the above proposal. The client will process and make payment on the invoices within the next immediate pay cycle and no later than 30 days from receipt of the invoice.

## CONTRACT TERMS

RRS agrees to complete the work scope above in accordance to the terms and conditions of this proposal. Upon receipt of the signed Project Authorization page of the proposal, RRS and the client will identify a start date agreeable to both parties. A purchase order or authorization letter/email may accompany the signed Project Authorization page. If a change of work scope and/or additional funding is required during the course of the project, RRS will submit a change order to the client for approval before work continues.

*John N. Bergman*  
AUTHORIZED CLIENT SIGNATURE

*John N. Bergman*  
PRINTED NAME

*May 23, 2023*  
DATE

*Brianne Haven*  
AUTHORIZED RRS SIGNATURE

Brianne Haven  
PRINTED NAME

May 17, 2023  
DATE



## TERMS AND CONDITIONS

1. **AUTHORIZATION TO PROCEED.** Signing this form shall be construed as authorization by CLIENT for Resource Recycling Systems, Inc. (RRS) to proceed with the work, unless otherwise provided for in the authorization.
2. **CLIENT RESPONSIBILITIES.** CLIENT must furnish full information as related to the project and agree to requirements when requested and to make available pertinent existing data.
3. **CONFIDENTIALITY.** RRS shall not share information provided by the CLIENT with anyone other than necessary RRS personnel, unless otherwise directed by the CLIENT.
4. **EXPENSES.** Unless stipulated otherwise, CLIENT shall compensate RRS for reimbursable expenses defined as: Those costs incurred on or directly for CLIENT project, including but not limited to necessary transportation costs, meals and lodging, laboratory analyses, computer services, special equipment services, trade show charges, delivery charges, telephone, and telefax charges, copying and binding charges and outside technical/professional services. Reimbursement for these expenses shall be on the basis of actual charges with prior approval by CLIENT when furnished by outside sources and on the basis of usual commercial charges or separate rate schedules when furnished by RRS.
5. **COST ESTIMATES.** Any cost estimates provided by RRS as part of our work and/or deliverable will be on a basis of experience and judgment, but because it has no control over market conditions or bidding procedures, RRS cannot warrant that bids or ultimate costs will not vary from these cost estimates provided in our work and/or deliverables.
6. **PROFESSIONAL STANDARDS/WARRANTY.** RRS shall be responsible, to the level of competency presently maintained by other practicing consultants in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of all work and materials furnished under this authorization. RRS makes no other warranty, express or implied, with regard to its capacity, the work performed under this authorization, or the ultimate performance or compliance of the project.
7. **TERMINATION.** Either CLIENT or RRS may terminate this authorization with or without cause by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay RRS in full for all work previously performed prior to effective date of termination. Upon receipt of such payment, RRS will return to CLIENT all documents and information which is the property of CLIENT. If no notice of termination is given, obligations created by this authorization shall be terminated upon completion of all applicable requirements of the authorization.
8. **MEDIATION/ARBITRATION.** To resolve any conflicts that arise during the project or following completion of the project, the CLIENT and RRS agree that all disputes between them relating to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. In the event the parties to this agreement are unable to reach a settlement of any dispute arising out of the services under this agreement in accordance with this section then such controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
9. **LEGAL EXPENSES.** In the event legal action, including arbitration, is brought by CLIENT or RRS against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party its reasonable amounts for fees, costs and expenses incurred as a result of that action.
10. **PAYMENT TO RRS.** In addition to any other remedies RRS may have, RRS shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.
11. **LIMITATION OF LIABILITY.** RRS's liability to the CLIENT for any cause or combination of causes, whether arising out of claims based upon contract, warranty, negligence, strict liability or otherwise, is in the aggregate, limited to an amount no greater than the fee earned under this agreement.
12. **OWNERSHIP OF WORK PRODUCT.** CLIENT shall be the owner of the Deliverables delivered to the CLIENT, subject to the following reserved rights of RRS: (1) RRS is the sole owner of all analytical concepts and protocols contained in or used to develop those Deliverables; (2) RRS is the sole owner of any data included in those Deliverables that was collected by RRS other than in performing its work under this Agreement and (3) RRS may include the data collected in performing its work under this Agreement in the general database where all data is held confidentially and in aggregate.
13. **PRE-EXISTING INTELLECTUAL PROPERTY.** RRS is, and shall remain, the sole and exclusive owners of all right, title and interest in and to all data, know-how, analytical concepts, protocols, methodologies, software and other materials, provided by or used by RRS in connection with performing the services, in each case developed or acquired by RRS prior to the commencement or independently of this Agreement, including all intellectual property rights therein. RRS hereby grants the CLIENT a license to any Pre-Existing Intellectual Property to the extent it is incorporated, combined with, or otherwise necessary in the Deliverable.
14. **AUTHORIZATION TO USE CLIENT NAME, LOGOS, PROJECT MATERIALS.** CLIENT grants to RRS a non-exclusive, royalty free license to use CLIENT's name, logos, and related project materials for use in promotional materials and for marketing and advertising purposes unless otherwise specified in a non-disclosure agreement.
15. **COMPLETE AGREEMENT.** This agreement and its attachments constitute the full and complete agreement of RRS and CLIENT regarding the subject matter of this agreement, and no other agreements, written or oral shall apply. This agreement may be modified only by written agreement signed by both parties.
16. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
17. **NONDISCRIMINATION.** RRS covenants not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, financial status or protected activity. In addition, RRS covenants not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of these covenants may be regarded as a material breach of this agreement.

**IN THE MATTER OF THE BOARD OF AUGLAIZE COUNTY COMMISSIONERS, ACTING AS DIRECTORS OF THE AUGLAIZE COUNTY SOLID WASTE MANAGEMENT DISTRICT, ENTERING INTO AN AGREEMENT WITH RESOURCE RECYCLING SYSTEMS, INC. FOR THE PREPARATION OF THE 2026 SOLID WASTE MANAGEMENT PLAN TO THE OHIO ENVIRONMENTAL PROTECTION AGENCY.**

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

Commissioner David Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, it is necessary to update the Solid Waste Management Five Year Plan for the Auglaize County Solid Waste District; and,

**WHEREAS**, Resource Recycling Systems, Inc. has presented to the Board of Auglaize County Commissioners, acting as Directors of the Auglaize County Solid Waste Management District, an agreement to provide professional consulting assistance for the development of the 2026 Solid Waste Management Plan Update. The Plan Update draft is planned to be submitted to Ohio EPA on December 11, 2024. The final approval of the Plan Update should be obtained by March 13, 2026. The District must begin Plan preparation by the first of June, 2023 to accomplish this schedule; and,

**WHEREAS**, the cost for the above mentioned services was quoted in the agreement as \$49,550.00.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, acting as Directors of the Auglaize County Solid Waste Management District, does hereby approve and authorizes the President of the Board to enter into the agreement with Resource Recycling Systems, Inc. for professional research and report preparation services to update and prepare the necessary filings for the Auglaize County Solid Waste Management District 2026 Plan Update; and,

**BE IT FURTHER RESOLVED** that payment for the agreed upon services fees will be made with Solid Waste funds.

Commissioner Spencer 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  
May, 2023

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman  
John N. Bergman

Douglas A. Spencer  
Douglas A. Spencer

David Bambauer  
David Bambauer

cc: Solid Waste Coordinator  
Resource Recycling Systems, Inc.



# PROJECT AUTHORIZATION

AUGLAIZE COUNTY SOLID WASTE MANAGEMENT DISTRICT:  
2026 SOLID WASTE MANAGEMENT PLAN

## RESOURCE RECYCLING SYSTEMS, INC. (RRS)

416 Longshore Drive  
Ann Arbor, MI 48105  
Office: 734.996.1361  
Fax: 734.996.5595  
[www.recycle.com](http://www.recycle.com)

## PROJECT MANAGER

Erin Oulton  
614.961-5203 | [eoulton@recycle.com](mailto:eoulton@recycle.com)

## INVOICING CONTACT

Ché Pomo  
734.996.1361 x 151 | [cpomo@recycle.com](mailto:cpomo@recycle.com)

## TIMELINE

Upon receipt of the signed Project Authorization page of the proposal, RRS and the client will identify a start date agreeable to both parties. The following preliminary project timeline will be discussed and confirmed at project authorization.

Start Date: June 1, 2023      End Date: February 28, 2026

## PROJECT BUDGET

Compensation for this scope of work will be on a time and materials basis, not to exceed \$49,550 including all project expenses as described above. Any work that falls outside of this scope of work will be subject to a change order process where the specific project assignment and budget will be outlined and authorized by both entities. RRS will not execute any out of scope work until an authorized change order is in place.

## PAYMENT TERMS

RRS will invoice on a monthly billing cycle with fees not to exceed the costs as shown in the above proposal. The client will process and make payment on the invoices within the next immediate pay cycle and no later than 30 days from receipt of the invoice.

## CONTRACT TERMS

RRS agrees to complete the work scope above in accordance to the terms and conditions of this proposal. Upon receipt of the signed Project Authorization page of the proposal, RRS and the client will identify a start date agreeable to both parties. A purchase order or authorization letter/email may accompany the signed Project Authorization page. If a change of work scope and/or additional funding is required during the course of the project, RRS will submit a change order to the client for approval before work continues.

  
AUTHORIZED CLIENT SIGNATURE

  
PRINTED NAME

  
DATE

  
AUTHORIZED RRS SIGNATURE

Brianne Haven  
PRINTED NAME

May 23, 2023  
DATE

May 17, 2023  
DATE

## TERMS AND CONDITIONS

1. **AUTHORIZATION TO PROCEED.** Signing this form shall be construed as authorization by CLIENT for Resource Recycling Systems, Inc. (RRS) to proceed with the work, unless otherwise provided for in the authorization.
2. **CLIENT RESPONSIBILITIES.** CLIENT must furnish full information as related to the project and agree to requirements when requested and to make available pertinent existing data.
3. **CONFIDENTIALITY.** RRS shall not share information provided by the CLIENT with anyone other than necessary RRS personnel, unless otherwise directed by the CLIENT.
4. **EXPENSES.** Unless stipulated otherwise, CLIENT shall compensate RRS for reimbursable expenses defined as: Those costs incurred on or directly for CLIENT project, including but not limited to necessary transportation costs, meals and lodging, laboratory analyses, computer services, special equipment services, trade show charges, delivery charges, telephone, and telefax charges, copying and binding charges and outside technical/professional services. Reimbursement for these expenses shall be on the basis of actual charges with prior approval by CLIENT when furnished by CLIENT from outside sources and on the basis of usual commercial charges or separate rate schedules when furnished by RRS.
5. **COST ESTIMATES.** Any cost estimates provided by RRS as part of our work and/or deliverable will be on a basis of experience and judgment, but because it has no control over market conditions or bidding procedures, RRS cannot warrant that bids or ultimate costs will not vary from these cost estimates provided in our work and/or deliverables.
6. **PROFESSIONAL STANDARDS/WARRANTY.** RRS shall be responsible, to the level of competency presently maintained by other practicing consultants in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of all work and materials furnished under this authorization. RRS makes no other warranty, express or implied, with regard to its capacity, the work performed under this authorization, or the ultimate performance or compliance of the project.
7. **TERMINATION.** Either CLIENT or RRS may terminate this authorization with or without cause by giving 30 days written notice to the other party. In such event, CLIENT shall forthwith pay RRS in full for all work previously performed prior to effective date of termination. Upon receipt of such payment, RRS will return to CLIENT all documents and information which is the property of CLIENT. If no notice of termination is given, obligations created by this authorization shall be terminated upon completion of all applicable requirements of the authorization.
8. **MEDIATION/ARBITRATION.** To resolve any conflicts that arise during the project or following completion of the project, the CLIENT and RRS agree that all disputes between them relating to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. In the event the parties to this agreement are unable to reach a settlement of any dispute arising out of the services under this agreement in accordance with this section then such controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
9. **LEGAL EXPENSES.** In the event legal action, including arbitration, is brought by CLIENT or RRS against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party its reasonable amounts for fees, costs and expenses incurred as a result of that action.
10. **PAYMENT TO RRS.** In addition to any other remedies RRS may have, RRS shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.
11. **LIMITATION OF LIABILITY.** RRS's liability to the CLIENT for any cause or combination of causes, whether arising out of claims based upon contract, warranty, negligence, strict liability or otherwise, is in the aggregate, limited to an amount no greater than the fee earned under this agreement.
12. **OWNERSHIP OF WORK PRODUCT.** CLIENT shall be the owner of the Deliverables delivered to the CLIENT, subject to the following reserved rights of RRS: (1) RRS is the sole owner of all analytical concepts and protocols contained in or used to develop those Deliverables, (2) RRS is the sole owner of any data included in those Deliverables that was collected by RRS other than in performing its work under this Agreement and (3) RRS may include the data collected in performing its work under this Agreement in the general database where all data is held confidentially and in aggregate.
13. **PRE-EXISTING INTELLECTUAL PROPERTY.** RRS is, and shall remain, the sole and exclusive owners of all right, title and interest in and to all data, know-how, analytical concepts, protocols, methodologies, software and other materials, provided by or used by RRS in connection with performing the services, in each case developed or acquired by RRS prior to the commencement or independently of this Agreement, including all intellectual property rights therein. RRS hereby grants the CLIENT a license to any Pre-Existing Intellectual Property to the extent it is incorporated, combined with, or otherwise necessary in the Deliverable.
14. **AUTHORIZATION TO USE CLIENT NAME, LOGOS, PROJECT MATERIALS.** CLIENT grants to RRS a non-exclusive, royalty free license to use CLIENT's name, logos, and related project materials for use in promotional materials and for marketing and advertising purposes unless otherwise specified in a non-disclosure agreement.
15. **COMPLETE AGREEMENT.** This agreement and its attachments constitute the full and complete agreement of RRS and CLIENT regarding the subject matter of this agreement, and no other agreements, written or oral shall apply. This agreement may be modified only by written agreement signed by both parties.
16. **GOVERNING LAW.** This agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
17. **NONDISCRIMINATION.** RRS covenants not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, financial status or protected activity. In addition, RRS covenants not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of these covenants may be regarded as a material breach of this agreement.

**IN THE MATTER OF AUTHORIZING THE GRANT APPLICATION TO THE STATE OF OHIO ATTORNEY GENERAL LAW ENFORCEMENT DIVERSION PROGRAM FOR THE AUGLAIZE COUNTY ADDICTION RESPONSE TEAM (PROJECT ACART) FOR THE AUGLAIZE COUNTY SHERIFF'S OFFICE.**

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

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, Grand Lake Task Force, Field Commander, Brian Wilkins, and the Auglaize County Sheriff's Office, presented to the Board of County Commissioners a grant application for \$26,000.00 through State of Ohio Attorney General Law Enforcement Diversion Program Grant; and,

**WHEREAS**, the grant funding would provide the financial support necessary for the GLTF by and through Auglaize County to enter into a contract for services for Auglaize County Addiction Response Team (ACART); and,

**WHEREAS**, the grant funding period is from July 1, 2023 to June 30, 2024.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the grant application for the Auglaize County Sheriff's Office through the State of Ohio Attorney General Law Enforcement Diversion Program Grant in the of \$26,000.00.

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

Adopted this  
23th day of  
May, 2023

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman  
Douglas A. Spencer, yes  
Douglas A. Spencer  
David Bambauer, yes  
David Bambauer

cc: Sheriff's Office  
Ohio Attorney General's Office

**IN THE MATTER OF AUTHORIZING THE COUNTY TREASURER TO MAKE CHANGES TO THE INTEREST CALCULATION IN CERTAIN COUNTY ACCOUNTS.**

\*\*\*\*\*

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

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, interest proceeds on certain investments of the County are divided among the County Group Home/School (Fund 502), MVGT (Fund 002), St. Marys River Project (Fund 799) and HAVA Grant (Fund 039); and,

**WHEREAS**, the County Treasurer April Bowersock has submitted the following email correspondence to change the existing interest rate .03% to be raised to .60% on the above mentioned funds; and,

**WHEREAS**, the change in interest will be effective for June 1, 2023.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the Auglaize County Treasurer to make the above mentioned change to the calculation and booking of interest for the above mentioned special interest funds.

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

Adopted this  
23th day of  
May, 2023

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, ye  
John N. Bergman

Douglas A. Spencer, ye  
Douglas A. Spencer

David Bambauer, ye  
David Bambauer

cc:  Treasurer  
 County Engineer  
 Board of DD  
 Board of Elections

**IN THE MATTER OF APPROVING THE CONTRACTOR'S PAY REQUESTS #1 AND #2 FROM DEGEN EXCAVATING FOR THE 2021 CDBG VILLAGE OF WAYNESFIELD NEIGHBORHOOD IMPROVEMENTS PROJECT, USING PY2021 CDBG NRG PROGRAM FUNDS.**

\*\*\*\*\*

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

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on December 1, 2022, Resolution #22-532, the Board of County Commissioners awarded the bid for the PY2021 CDBG Village of Waynesfield Neighborhood Improvement Program Project to Degen Excavating at the cost of \$1,292,423.57; and,

**WHEREAS**, the Board of County Commissioners has now been presented with a Contractor's Pay Request #1 in the amount of \$491,836.49 and Pay Request #2 in the amount of \$418,860.08 for a total of \$910,696.57 from Degen Excavating for the PY2021 CDBG Village of Waynesfield NRG Improvement Project.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Pay Request #1 in the amount of \$491,836.49 and Pay Request #2 in the amount of \$418,860.08. The amount of \$306,300.00 for Pay Request #1 and the amount of \$200,000.00 for Pay Request #2 to be from the CDBG NRG Grant, and does authorize execution by the President of the Board of County Commissioners for said Contractor's Pay Requests #1 and #2 from Degen Excavating, with the CDBG NRG Grant amount of \$506,300.00. The amount of \$404,396.57 will be paid by the Village of Waynesfield's OPWC Grant and OPWC loan.

Commissioner Spencer 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  
May, 2023

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

cc: K Kleinfelder  
V Village of Waynesfield  
D Degen Excavating  
A Assess Engineering

**IN THE MATTER OF APPROVING THE REVISED CONTRACT WITH THE SHELLY COMPANY FOR THE 2023 AUGLAIZE COUNTY PAVING PROGRAM; AUTHORIZES THE EXECUTION BY THE BOARD OF COUNTY COMMISSIONERS OF SAID CONTRACT.**

\*\*\*\*\*

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

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, a contract between Auglaize County and The Shelly Company was presented to the Board for execution and executed on May 4, 2023 in Resolution #23-229; and,

**WHEREAS**, the County Engineer has submitted a revised contract for \$1,617,658.09.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners does hereby approve the revised contract between Auglaize County and The Shelly Company for \$1,617,658.09 as presented; and,

**BE IT FURTHER RESOLVED** that the Board authorizes the execution by said Board of the contract.

Commissioner Spencer 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  
May, 2023

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

cc/ County Engineer  
The Shelly Company

**CONTRACT**

This agreement, made this 23<sup>rd</sup> day of NOV, 2023, by and between the **BOARD OF AUGLAIZE COUNTY COMMISSIONERS**, Auglaize County, Ohio, for and on behalf of said Commissioners, and The Shelly Company, **CONTRACTOR**.

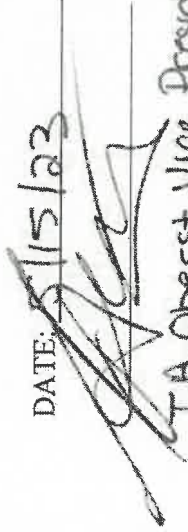
WITNESSETH:

SECTION 1: That the said Contractor, in consideration of the promise agreements hereinafter contained, agrees:

- (A) To furnish a performance bond in the amount of 100% of the Contract.
- (B) To furnish at the Cost and expense of the Contractor, all of the necessary materials, equipment and labor, to build and complete a good improvement and appurtenances to various County and maintained roadways, as listed on the attached document and in accordance with the plans and specifications therefore, on file with the Auglaize County Engineer, to which reference is hereby made, said plans, specifications and prevailing rate wages being made part of this contract and are incorporated herein by reference and attachment made a part hereof, and in accord with the proposal attached hereto and made part of this Contract in the manner and under the conditions specified in the Specifications and proposal.
- (C) To accept as payment in full, for said work in **2023 Auglaize County Paving Program**, the sum of One million, six hundred seventeen thousand, six hundred fifty-eight dollars and nine cents (\$1,617,658.09) subject to such modifications or alterations as set forth in the aforesaid proposal.
- (D) Completion date for all work is September 15, 2023

IN WITNESS HEREOF the Board of Auglaize County Commissioners, Auglaize County, Ohio, have caused to be affixed hereto their signatures under the authority in them vested, and the Contractor has hereunto subscribed his hand at Wapakoneta, Ohio on the day and year first above mentioned.

DATE: 11/15/23

  
T.A. Oberst, Vice President  
Contractor  
The Shelly Company

Board of Auglaize County Commissioners  
Auglaize County, Ohio


**IN THE MATTER OF APPROVING THE EXECUTION OF THE CONTRACT WITH BUEHLER ASPHALT PAVING, INC. BY THE BOARD OF COUNTY COMMISSIONERS FOR THE 2023 BRIDGE PAVING PROGRAM.**

\*\*\*\*\*

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

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on March 28, 2023, in Resolution #23-161, the Board of County Commissioners awarded the bid for the 2023 Auglaize County Bridge Paving Program to Buehler Asphalt Paving, Inc. in the amount of \$77,400.00; and,

**WHEREAS**, a contract for said project between Buehler Asphalt Paving, Inc. and the Auglaize County Board of Commissioners has been presented to the Board for execution.

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners does hereby approve the contract between Auglaize County Board of Commissioners and Buehler Asphalt Paving, Inc. as presented; and,

**BE IT FURTHER RESOLVED** that the Board authorizes the execution by said Board of the contract.

Commissioner Spencer 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  
May, 2023

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

cc: County Engineer  
Buehler Asphalt Paving, Inc.



**CONTRACT for 2023 BRIDGE PAVING PROGRAM**

This agreement, made this        day of       , 2023, by and between the **BOARD OF AUGLAIZE COUNTY COMMISSIONERS**, Auglaize County, Ohio, for and on behalf of said Commissioners, and Buehler Asphalt Paving, Inc., **CONTRACTOR**.

WITNESSETH:

SECTION 1: That the said Contractor, in consideration of the promise agreements hereinafter contained, agrees:

- (A) To furnish a performance bond in the amount of 100% of the Contract.
- (B) To furnish at the Cost and expense of the Contractor, all of the necessary materials, equipment, and labor, to build and complete a good improvement to various County bridges and additional spot paving, as described in the plans and specifications therefore, on file with the Auglaize County Engineer, to which reference is hereby made, said plans, specifications and prevailing rate wages being made part of this contract and are incorporated herein by reference and attachment made a part hereof, and in accord with the proposal attached hereto and made part of this Contract in the manner and under the conditions specified in the Specifications and proposal.
- (C) To accept as payment in full, for said work, the sum of Seventy-seven thousand, four hundred dollars (\$77,400) subject to such modifications or alterations as set forth in the aforesaid proposal.
- (D) Completion date for all work is October 31, 2023

IN WITNESS HEREOF the Board of Auglaize County Commissioners, Auglaize County, Ohio, have caused to be affixed hereto their signatures under the authority in them vested, and the Contractor has hereunto subscribed has hand at Wapakoneta, Ohio on the day and year first above mentioned.

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

DATE:

Photo Buehler

Rhett Buehler, V.P.  
**Contractor**

**Buehler Asphalt Paving, Inc.**

John W Bergman  
David Bambara

**IN THE MATTER OF GRANTING AN ANNEXATION OF 5.938 ACRES, MORE OR LESS, TO THE VILLAGE OF MINSTER FROM JACKSON TOWNSHIP; PETITIONED BY THE DAVID & BEVERLY TEBBE, ALAN & CASSIDY TEBBE, DAVID TEBBE, LORI KLOSTERMAN & SARA KLOSTERMAN (TRUSTEES) FOR ROBERT & MARLENE TEBBE (JOINT IRREVOCABLE TRUST), AND ORVAL & MARY HOMAN; FILED BY DAVID TEBBE, AGENT.**

\*\*\*\*\*

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

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on May 19, 2023, a petition for annexation of a total of 5.938 acres, more or less, was filed as an Expedited Type 1, with the Office of the Board of County Commissioners by David Tebbe, Agent; and,

**WHEREAS**, the requirements for the filing of said petition were all met, including:

- 1.) The petition meets all the requirements set forth in, and was filed in the manner provided, in the Ohio Revised Code Section 709.022.
- 2.) The persons who signed the petition represent 100% of the owners of the property; signatures having been obtained in the time frame required.
- 3.) An accurate legal description of the perimeter of the territory proposed to be annexed.
- 4.) An accurate map or plat of the territory.
- 5.) Named the party acting as agent for the petitioners.
- 6.) A list of all tracts, lots or parcels in the territory proposed to be annexed and all tracts, lots or parcels located adjacent to the territory to be annexed, listing the name of owner, mailing address and permanent parcel number from the County Auditor's system (ORC 319.28).
- 7.) An annexation agreement of the Village of Minster and Jackson Township as provided for in ORC 709.192.

and,

**WHEREAS**, the petitioner requested that the special procedure be used and waived their right to appeal any action taken by the Board of County Commissioners; and,

**WHEREAS**, the Board determined that this annexation is in order, meeting all criteria.

**THEREFORE, BE IT RESOLVED** that the Board of County Commissioners, Auglaize County, Ohio does hereby approve and grant the annexation of 5.938 acres, more or less, to the Village of Minster as petitioned David & Beverly Tebbe, Alan & Cassidy Tebbe, David Tebbe, Lori Klosterman & Sara Klosterman (Trustees) for Robert & Marlene Tebbe (Joint Irrevocable Trust), and Orval & Mary Homan filed by David Tebbe, Agent, by pursuant to ORC Section 709.022.

Commissioner Spencer 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  
May, 2023

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

David Bambauer, yes  
David Bambauer

cc: ✓ County Auditor  
✓ County Engineer  
✓ David Tebbe, Agent  
✓ Jackson Township Trustees  
✓ Village of Minster

RECEIVED

PETITION FOR ANNEXATION

(Expedited Type One Annexation)

MAY 19 2023

Board of  
County Commissioners

The □, being the owners of real estate in the territory hereinafter described (the "Property"), hereby petition for the annexation of the territory of the following described territory to the Village of Minster, Auglaize County, Ohio, pursuant to the expedited process of annexation stated in R.C. 709.021 and 709.022.

The described territory is contiguous with the Village of Minster, Ohio. Petitioners have attached hereto and made a part of this petition a legal description of the perimeter of the territory sought to be annexed, as required by R.C. 709.02 (C)(2) (Exhibit "A").

Petitioners have attached hereto and made a part of this petition, an accurate map or plat of the territory sought to be annexed, as required by R.C. 709.02 (C)(2) (Exhibit "B").

David A. Tebbe is hereby appointed agent for the undersigned Petitioners as required by R.C. 709.02 (C)(3), with full power and authority hereby granted to said agent to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or delete the area, to do any and all things essential to thereto, and to take any action necessary for obtaining the granting of this Petition. Said amendment, alteration, changes, correction, withdrawal, refilling, substitution, compromise, increase or deletion or other things or action for granting of this Petition shall be made in the Petition, description and plat by said agent without further expressed consent of the Petitioners.



David A. Tebbe

**PROPERTY PROPOSED FOR ANNEXATION**

(Expedited Type One Annexation)

Listed below is the parcel proposed for annexation, including the name and mailing address of owners and the permanent parcel number as required by R.C. 709.02(D).



David A. Tebbe

*Parcel Number*

E1402700100

*Parcel Address*

450 W SEVENTH STREET, MINSTER, OH 45865

*Name of Owner*

David and Beverly Tebbe

*Parcel Address*

450 W SEVENTH STREET, MINSTER, OH 45865

*Parcel Number*

E1402800900

*Parcel Address*

470 W SEVENTH STREET, MINSTER, OH 45865

*Name of Owner*

Alan and Cassidy Tebbe

*Parcel Address*

470 W SEVENTH STREET, MINSTER, OH 45865

*Parcel Number*

E1402700103

*Parcel Address*

430 W SEVENTH STREET, MINSTER, OH 45865

*Name of Owner*

David Tebbe, Lori Klosterman, and Sara Klosterman (Trustees)

Robert and Marlene Tebbe (Joint Irrevocable Trust)

*Parcel Address*

430 W SEVENTH STREET, MINSTER, OH 45865

*Parcel Number*

E1402700600

*Parcel Address*

6 OAK CREEK DRIVE, MINSTER, OH 45865

*Name of Owner*

Orval and Mary Homan

*Parcel Address*

6 OAK CREEK DRIVE, MINSTER, OH 45865

*Parcel Number*

E1402700102 South east corner 1.082 Acres

*Parcel Address*

West 7<sup>th</sup> street

*Name of Owner*

David A. & Beverly J. Tebbe

*Parcel Address*

450 West 7<sup>th</sup> street, Minster, Ohio 45865

**"WHOEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL AND ACTION ON THE PETITION TAKEN BY THE BOARD OF COUNTY COMMISSIONERS. THERE ALSO IS NO APPEAL FROM THE BOARD'S DECISION IN THIS MATTER IN LAW OR IN EQUITY."**

PETITIONERS,



David A. Tebbe



Beverly J. Tebbe  
450 W Seventh Street  
Minster, Ohio 45865  
Date: 4-17-23



Alan D. Tebbe



Cassidy M. Tebbe  
470 W Seventh Street  
Minster, Ohio 45865  
Date: 4-17-23

Robert J. Tebbe

*Robert J. Tebbe*  
*Marlene M. Tebbe*  
*Orval H. Homan*  
*Mary Helen Homan*

Marlene M. Tebbe  
430 W Seventh Street  
Minster, Ohio 45865  
Date:

*4-17-23*

Orval H. Homan

*Orval H. Homan*  
*Mary Helen Homan*

Mary Homan  
6 Oak Creek  
Minster, Ohio 45865  
Date: *4-17-2023*

**PROPERTY ADJACENT TO THE PROPERTY PROPOSED FOR ANNEXATION**

(Expedited Type One Annexation)

Listed below are the tracts, lots or parcels in the territory adjacent to the property proposed for annexation or directly across the road from it if the road is adjacent to it, including the name and mailing address of the owner of each tract, lot or parcel and the permanent parcel number of each tract, lot or parcel as required by R.C. 709.02 (D).

David A. Tebbe

*Parcel Number*

E1402700102

*Parcel Address*

450 W SEVENTH STREET, MINSTER, OH 45865

*Name of Owner*

David and Beverly Tebbe

*Parcel Address*

450 W SEVENTH STREET, MINSTER, OH 45865

*Parcel Number*

E1402700105

*Parcel Address*

450 W SEVENTH STREET, MINSTER, OH 45865

*Name of Owner*

David and Beverly Tebbe

*Parcel Address*

450 W SEVENTH STREET, MINSTER, OH 45865



*Parcel Number*

E1402800900

*Parcel Address*

450 W SEVENTH STREET, MINSTER, OH 45865

*Name of Owner*

David and Beverly Tebbe

*Parcel Address*

450 W SEVENTH STREET, MINSTER, OH 45865

*Parcel Number*

E1402801100

*Parcel Address*

450 W SEVENTH STREET, MINSTER, OH 45865

*Name of Owner*

David and Beverly Tebbe

*Parcel Address*

450 W SEVENTH STREET, MINSTER, OH 45865

*Parcel Number*

E1402700700

*Parcel Address*

OAK CREEK SD LOT 5

*Name of Owner*

John and Marie Eiting

*Owner Address*

1616 SW HARBOR WAY UNIT 608A, PORTLAND, OR 97201

*Parcel Number*  
E1402700500  
*Parcel Address*  
OAK CREEK SD LOT 7  
*Name of Owner*  
OAK CREEK HOMEOWNERS ASSOCIATION  
*Owner Address*  
ONE OAK CREEK DR

*Parcel Number*  
E1527200100  
*Parcel Address*  
5 Line Drive Minster Ohio 45865  
*Name of Owner*  
Joseph R & Anne A Wendeln  
*Owner Address*  
5 Line Drive, Minster, Ohio 45865

*Parcel Number*  
E1402700300  
*Parcel Address*  
1 Oak Creek Drive, Minster, Ohio 45865  
*Name of Owner*  
James & Shirley Shenk  
*Owner Address*  
1 Oak Creek Drive, Minster, Ohio 45865

COUNCIL MEMBER	YES	NO	ABSTAIN
Travis Wilges	X		
Tom Herkenhoff	X		
Craig Sherman	X		
Curt Albers	X		
Craig Oldiges	X		
Nicole Clune	X		
Mayor Dennis Kitzmiller			

**ORDINANCE 23-04-01**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BY THE VILLAGE OF MINSTER WITH JACKSON TOWNSHIP, AUGLAIZE COUNTY, OHIO**

WHEREAS, Section 709.022 of the Ohio Revised Code grants the filing of a petition for annexation under a special procedure when all parties provide consent; and

WHEREAS, under these special procedures the petition for annexation must be accompanied by a certified copy of an annexation agreement that is entered into by the municipal corporation and each township any portion of which is included within the territory proposed for annexation; and

WHEREAS, David Tebbe, (Petitioner) and other owners of the real estate depicted by the site map in Exhibit A, attached hereto and further described on Exhibit B (the Property), desires to annex the Property into the Village, per the expedited process of annexation stated in Ohio Revised Code Section 709.022; and

WHEREAS, an annexation agreement as outlined in Ohio Revised Code Section 709.192 has been presented for consideration to both the Village of Minster and Jackson Township; and

NOW, THEREFORE, BE IT ORDAINED BY THE Council of the Village of Minster, Auglaize County, Ohio, to-wit:

**SECTION 1:** The Village of Minster has determined that it is in the best interest of the Petitioner and the Village to enter into an Agreement as provided for by Ohio Revised Code Section 709.192

**SECTION 2:** That the form of the Annexation Agreement attached hereto as Exhibit C is hereby approved, subject to and with any and all changes therein provided.

**SECTION 3:** That the Mayor is hereby authorized and directed to execute an Annexation Agreement substantially in the form of Exhibit C between the Village of Minster and the Jackson Township Trustees for the property petitioned to be annexed by the Petitioners.

**SECTION 4:** This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in those formal actions were in compliance with the Law.

**SECTION 5:** That this Ordinance shall be in effect from and after the earliest period allowed.

PASSED AND ADOPTED by the legislative Authority of the Village of Minster on this the 2nd day of May 2023.

ATTEST:

  
Brittany Hemmelgarn, Clerk/Fiscal Officer

  
Dennis Kitzmiller, Mayor

**ANNEXATION AGREEMENT**  
(Expedited Type One Annexation)

This Agreement is entered into this 2 day of May of 2023, between the Village of Minster, Ohio (the "Village") and the Board of Township Trustees of Jackson Township, Auglaize County, Ohio (the "Township"), pursuant to R.C. 709.021, 709.022 and 709.192.

WHEREAS, Lori J. Klosterman, David A. Tebbe & Sara L. Klosterman Trustees, David A. Tebbe and Beverly J. Tebbe, and Orval H. Homan and Mary Helen Homan (the "Petitioners"), owners of the real estate in the territory hereinafter described (the "Property"), desire to annex the Property into the Village pursuant to the expedited process of annexation set forth in R.C. 709.021 and 709.022; and

WHEREAS, the Village and the Township, by Resolutions duly adopted by their legislative authorities, each have determined that it is in the best interest of all parties involved to enter into this Annexation Agreement (the "Agreement") as provided by R.C. 709.192.

NOW, THEREFORE, in consideration of the above recitals and in consideration of the mutual benefits and promises hereinafter contained, the parties agree as follows:

1. Village Consent and Agreement. The Village consents to the annexation of the Property into the Village and agrees to provide sanitation, police, fire, water and sewer services to the residents of the Property at the same cost and under the same policies and conditions that such services are provided to other residents of the Village.
2. Township Consent. The Township consents to the annexation of the Property into the Village.
3. The Property. The real property subject to this Agreement shall consist of 5.938 acres located in Jackson Township, Auglaize County, Ohio, as depicted on the map attached hereto as Exhibit A. A legal description of the Property is attached hereto as Exhibit B.
4. Tax Distribution. Following the annexation of the Property, the Township will continue to receive real estate tax revenues levied on the Property in accordance with the Ohio Revised Code.
5. Severability. In the event any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement. Such provisions shall be modified in order to best preserve the intention of the Village and the Township. The Agreement as modified shall remain in full force and effect. If such provisions cannot be so modified, then such provisions shall be severed and the remaining provisions of the Agreement shall remain in full force and effect.

6. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.

7. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Village and the Township, their legal representatives, successors and assigns.

8. Entire Agreement. This Agreement constitutes the entire agreement of the parties and may be amended or modified only through a writing duly executed by the Village/Township as authorized by R.C. § 709.192. All prior agreements between the parties, either written or oral are superseded by this Agreement.

IN WITNESS WHEREOF, the Village and Township have executed this Agreement.

VILLAGE OF MINSTER, OHIO

By: Dennis Kitzmiller  
Dennis Kitzmiller, Mayor

Attest: Brittany Hemmelgarn  
Brittany Hemmelgarn, Clerk

BOARD OF TOWNSHIP TRUSTEES  
OF JACKSON TOWNSHIP, AUGLAIZE  
COUNTY, OHIO

By: James Steinemann  
James Steinemann, Trustee

By: Ken Sommer  
Ken Sommer, Trustee

By: Matt Olberding  
Matt Olberding, Trustee

APPROVED AS TO LEGAL FORM:

By: James Hearn  
James Hearn  
Solicitor, Village of Minster, Ohio

**EXHIBIT A**  
Legal Description of the Territory Sought to be Annexed

Lock Two Surveying, LLP.  
5166 Lock Two Rd.  
New Bremen, Oh 45869  
419-753-3332



Cell: Jenny Saintignon 419-733-9606  
Chris Harmon P.S. 419-733-9607

## LEGAL DESCRIPTION OF 5.938 ACRES FOR ANNEXATION PURPOSES

SITUATE IN THE NORTHWEST QUARTER OF SECTION 28 AND THE NORTHWEST & SOUTHWEST QUARTERS OF SECTION 27, T 7S, R 4E, JACKSON TOWNSHIP, AUGLAIZE COUNTY, OHIO AND BEING PART OF THOSE LANDS OWNED BY DAVID A. TEBBE & BEVERLY J. TEBBE AS RECORDED IN OFFICIAL RECORD 322 PAGE 790 AND BEING ALL THOSE LANDS OWNED BY DAVID A. TEBBE & BEVERLY J. TEBBE AS RECORDED IN 322 PAGE 784, LORI J. KLOSTERMAN, DAVID A. TEBBE & SARA L. KLOSTERMAN (TRUSTEES) AS RECORDED IN OFFICIAL RECORD 658 PAGE 159, ORVAL L.HOMAN & MARY HELEN HOMAN AS RECORDED IN DEED VOLUME 262 PAGE 355 AND A PORTION OF NORTH CORPORATION ROAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 28 SAID **POINT OF BEGINNING** OF THE TRACT HEREIN DESCRIBED;

THENCE, WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 28, NORTH 88° 52'31" WEST, 180.00 FEET;

THENCE, WITH THE WEST LINE OF A 0.682 ACRE TRACT OF LAND OWNED BY DAVID A. TEBBE & BEVERLY J. TEBBE AS RECORDED IN OFFICIAL RECORD 322 PAGE 790, NORTH 01° 42'00" EAST, 165.01 FEET;

THENCE, WITH THE NORTH LINE OF SAID 0.682 ACRE TRACT, SOUTH 88° 52'31" EAST, 180.00 FEET;

THENCE, WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 28, NORTH 01° 42'00" EAST, 80.02 FEET;

THENCE, WITH A 1.516 ACRE TRACT OF LAND OWNED BY DAVID A. TEBBE & BEVERLY J. TEBBE AS RECORDED IN OFFICIAL RECORD 322 PAGE 784, SOUTH 89° 14'55" EAST, 148.77 FEET;

THENCE, WITH THE WEST LINE OF SAID 1.516 ACRE TRACT, NORTH 01° 07'53" EAST, 30.00 FEET;

THENCE, WITH THE NORTH LINE OF SAID 1.516 ACRE TRACT, SOUTH 89° 14'55" EAST, 106.00 FEET;

THENCE, WITH THE EAST LINE OF A SAID 1.516 ACRE TRACT, SOUTH 00° 57'53" WEST, 31.94 FEET TO THE NORTH LINE OF A 1.06 ACRE TRACT OF LAND OWNED BY LORI J. KLOSTERMAN, DAVID A. TEBBE & SARA L. KLOSTERMAN AS RECORDED IN OFFICIAL RECORD 658 PG. 159;

Lock Two Surveying, LLP.

5166 Lock Two Rd.  
New Bremen, Oh 45869  
419-753-3332



Cell: Jenny Saintignon 419-733-9606  
Chris Harmon P.S. 419-733-9607

THENCE, WITH THE NORTH LINE OF SAID 1.06 ACRE TRACT, SOUTH 89° 14'55" EAST, 384.39 FEET TO THE WEST CORPORATION LINE OF THE VILLAGE OF MINSTER AND THE WEST LINE OF DIAMOND ESTATES PHASE 1 AS RECORDED IN PLAT CABINET D SLIDE 169;

THENCE, WITH THE WEST LINE CORPORATION LINE OF THE VILLAGE OF MINSTER AND THE WEST LINE OF SAID DIAMOND ESTATES PHASE 1, SOUTH 00° 45'07" WEST, 243.06 FEET TO THE CENTERLINE OF NORTH CORPORATION ROAD;

THENCE, WITH THE CENTERLINE OF NORTH CORPORATION ROAD, SOUTH 89° 14'53" EAST, 14.31 FEET TO THE WEST CORPORATION LINE OF THE VILLAGE OF MINSTER;

THENCE, WITH THE WEST CORPORATION LINE OF THE VILLAGE OF MINSTER, SOUTH 01°02'06" WEST, 40.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF NORTH CORPORATION ROAD;

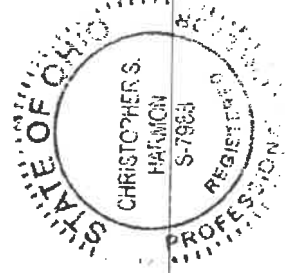
THENCE, WITH THE SOUTH RIGHT OF WAY LINE OF NORTH CORPORATION ROAD, NORTH 89°14'55" WEST, 439.16 FEET TO THE EAST LINE OF LOT 6 OF OAK CREEK SUBDIVISION RECORDED IN PLAT BOOK 2 PAGE 120 AS OWNED BY ORVAL H. HOMAN & MARY HELEN HOMAN AS RECORDED IN DEED VOLUME 262 PAGE 358;

THENCE, WITH THE EAST LINE OF SAID LOT 6, SOUTH 00°30'02" WEST, 195.00 FEET;

THENCE, WITH THE SOUTH LINE OF SAID LOT 6, NORTH 89°14'30" WEST, 223.00 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 27;

THENCE, WITH THE WEST LINE OF THE SOUTHWET QUARTER OF SECTION 27, NORTH 01°42'09" EAST, 235.00 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.682 ACRES IN SECTION 28 AND 5.256 ACRES IN SECTION 27.

  
Christopher S. Harmon P.S. #7988

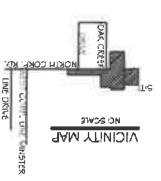




Date



**PLAT OF LANDS PETITIONED TO BE ANNEXED TO THE VILLAGE OF MINSTER JACKSON TWP., AUGLAIZE CO., OHIO**



BASIS OF BEARINGS: BEARINGS ARE OHIO STATE PLANE NORTH ZONE, 3401, NAD 83(2011 ADJ). DISTANCES SHOWN ARE GROUND.

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 28 AND THE WEST CORNER OF THE VILLAGE OF MINSTER, NORTH CORPORATION ROAD, 40.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF NORTH CORPORATION ROAD, NORTH 89°14'55" WEST, 439.16 FEET TO THE EAST LINE OF LOT 6 OF OAK CREEK SUBDIVISION RECORDED IN PLAT BOOK 2 PAGE 120 AS OWNED BY ORVAL H. HOMAN & MARY HELEN HOMAN AS RECORDED IN DEED VOLUME 895231 EAST, 160.00 FEET;

THENCE, WITH THE WEST LINE OF SAID 0.682 ACRE TRACT, SOUTH 89°52'31" EAST, 160.00 FEET;

THENCE, WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 28, NORTH 01°42'00" EAST, 60.02 FEET;

THENCE, WITH THE EAST LINE OF A 1.516 ACRE TRACT OF LAND OWNED BY DAVID A. TEBBE & BEVERLY J. TEBBE AS RECORDED IN OFFICIAL RECORD PAGE 790, NORTH 01°42'00" EAST, 165.01 FEET;

THENCE, WITH THE WEST LINE OF A 0.682 ACRE TRACT OF LAND OWNED BY DAVID A. TEBBE & BEVERLY J. TEBBE AS RECORDED IN OFFICIAL RECORD 322 EAST, 30.00 FEET;

THENCE, WITH THE WEST LINE OF SAID 1.516 ACRE TRACT, NORTH 01°07'53" EAST, 30.00 FEET;

THENCE, WITH THE NORTH LINE OF SAID 1.516 ACRE TRACT, SOUTH 89°14'55" EAST, 106.00 FEET;

THENCE, WITH THE NORTH LINE OF SAID 1.06 ACRE TRACT, SOUTH 89°14'55" EAST, 106.00 FEET TO THE POINT OF BEGINNING,

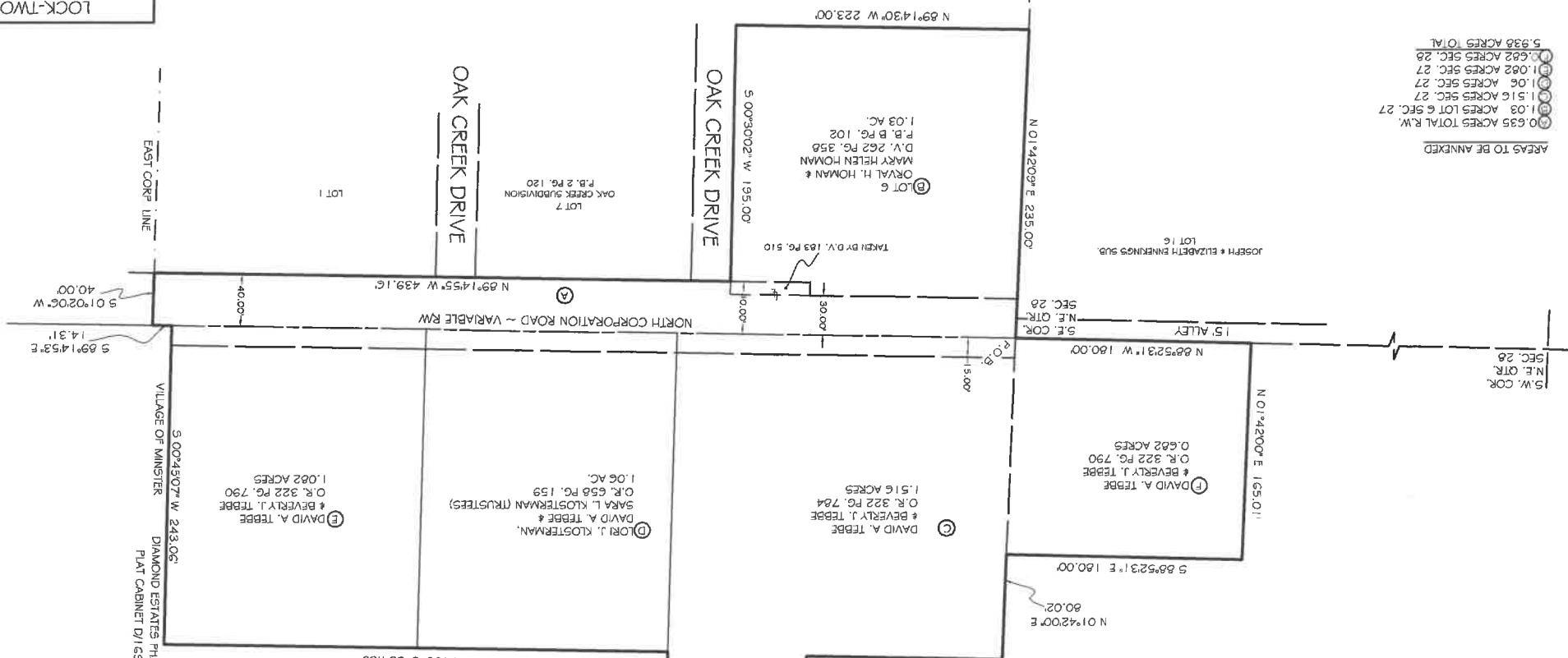
NORTH 01°42'09" EAST, 235.00 FEET TO THE POINT OF BEGINNING,

CONTAINING 0.682 ACRES IN SECTION 28 AND 5.256 ACRES IN SECTION 27;

THENCE, WITH THE WEST LINE OF SAID 1.516 ACRE TRACT, SOUTH 89°14'55" EAST, 106.00 FEET TO THE WEST CORNER OF THE VILLAGE OF MINSTER AND THE WEST LINE OF SAID DIAMOND ESTATES PHASE 1, SOUTH 00°45'07" WEST, 243.06 FEET TO THE CENTERLINE OF NORTH CORPORATION ROAD;

THENCE, WITH THE CENTERLINE OF NORTH CORPORATION ROAD, SOUTH 89°14'53" EAST, 14.31 FEET TO THE WEST CORNER OF THE NORTHEAST QUARTER OF SECTION 28;

- AREAS TO BE ANNEXED
- ① 0.635 ACRES TOTAL R.W.
  - ② 1.03 ACRES SEC. 27
  - ③ 1.516 ACRES SEC. 27
  - ④ 1.06 ACRES SEC. 27
  - ⑤ 1.082 ACRES SEC. 27
  - ⑥ 0.682 ACRES SEC. 28
  - ⑦ 5.938 ACRES TOTAL



LOCK-TWO SURVEYING  
5166 LOCK TWO RD., NEW BREMEN, OH  
419-753-3332  
#23004

CHRISTOPHER S. HARMON P.S. #7988  
DATE \_\_\_\_\_  
SURVEY NOTE:  
I HEREBY STATE THAT THIS IS A TRUE AND ACCURATE SURVEY AS PERFORMED BY MYSELF OR ALL ADJOINING OWNERS, FOUND MONUMENTS AND THEIR CONDITION ARE CURRENT AS OF THE TIME THE FIELD WORK WAS PERFORMED IN SEPTEMBER, 2004 AND DONE WITHOUT THE BENEFIT OF A TITLE SEARCH.

**IN THE MATTER OF AUTHORIZING THE A SPECIAL ASSESSMENT TO BE PLACED ON THE PROPERTY TAXES FOR PARCEL K31-019-015-02 FOR THE DEFERRED SEWER ASSESSMENT FOR THE GRAND LAKE SOUTHEAST SEWER DISTRICT FOR THE COLLECTION YEARS 2024 THROUGH 2033.**

\*\*\*\*\*

The Board of County Commissioners of Auglaize and Mercer Counties met in regular session on the 23rd day of May, 2023.

John N. Bergman            ✓  
Douglas A. Spencer            ✓  
David Bambauer            ✓

Jerry Laffin            ✓  
Rick Muhlenkamp            ✓  
David Buschur            ✓

Commissioner Bambauer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the 11.765 acre parcel that is located in St. Marys Township (Parcel # K31-019-015-02) is subject to a deferred sewer assessment due to the construction of the Grand Lake Southeast Sewer District Improvement in early 1990's. The deferred assessments were made possible by a 0% interest loan through Ohio Department of Development and are required to be paid back when the parcel is developed with a dwelling. The current balance due for the above referenced parcel is:

Deferred Sewer Assessment (K31-019-015-02)	\$22,655.90
2% Administrative Fee	\$ 453.12
Total Due	\$23,109.02

**WHEREAS**, this was confirmed with the Ohio Department of Development and pursuant to Ohio Revised Code 929.03, this assessment can be placed on an extended repayment schedule upon Board of County Commissioners' approval.

**WHEREAS**, Justin and Victoria Bruns would like to formally request that the Auglaize and Mercer County Commissioners to consider an extended repayment schedule to be placed as a special assessment on their property taxes with twenty (20) payments over ten (10) years. Each payment being in the amount of \$1,115.45.

**THEREFORE BE IT RESOLVED**, the Auglaize and Mercer County Commissioners does hereby approve the request to place this deferred sewer assessment on Parcel # K31-019-015-02 for twenty payments (20) for ten (10) years starting with the year 2024 through year 2033 for the Grand Lake Sewer District as requested by the Sanitary Engineer and Justin and Victoria Bruns; and,

**BE IT FURTHER THEREFORE BE IT RESOLVED**, the Board of Auglaize and Mercer County Commissioners, effective the date of this resolution, authorize the Auglaize County Sanitary Engineer to certify the deferred special assessment for the Grand Lake Sewer District as reflected to the Auglaize County Auditor.

Commissioner Buschur 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 May, 2023

**BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY**

John N. Bergman, yes  
John N. Bergman  
Douglas A. Spencer, yes  
Douglas A. Spencer  
David Bambauer, yes  
David Bambauer

**BOARD OF COUNTY COMMISSIONERS  
MERCER COUNTY**

Jerry Laffin, yes  
Jerry Laffin  
Rick Muhlenkamp, yes  
Rick Muhlenkamp  
David Buschur, yes  
David Buschur

cc: County Engineer ✓  
Auglaize County Auditor ✓  
Mercer County Commissioners

Date: MAY 23, 2023

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA ENTERING INTO  
matter of: A GRANT AGREEMENT WITH OHIO PUBLIC WORKS COMMISSION FOR CLEAN  
OHIO CONSERVATION FUNDS FOR THE ROSENBECK FAMILY NATURE PRESERVE  
PROJECT

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The Board of Directors of Grand Lake St. Marys LFA met via teleconference on the 23<sup>rd</sup> day of May, 2023, with the following members present: Mr. Jerry Laffin, Mr. Rick Muhlenkamp, Mr. David Buschur, Mr. David Bambauer, Mr. Doug Spencer, and Mr. John Bergman.

Mr. David Buschur moved the adoption of the following:

**RESOLUTION**

**THE GRAND LAKE ST. MARYS (GLSM) LAKE FACILITIES AUTHORITY ENTERING INTO A GRANT AGREEMENT WITH OHIO PUBLIC WORKS COMMISSION FOR CLEAN OHIO CONSERVATION FUNDS FOR THE ROSENBECK FAMILY NATURE PRESERVE PROJECT**

**WHEREAS**, pursuant to Resolution dated December 22, 2023, the GLSM Lake Facilities Authority (LFA) filed an application to the Ohio Public Works Commission for Clean Ohio Conservation Funds for the Rosenbeck Family Nature Preserve Project; and

**WHEREAS**, the project area is located along the west side of Fleetfoot Road in Butler Township, Mercer County. The project is the acquisition of 9+/- acres of vacant farm, small forested area and riparian corridor. Phase 2 outside this project agreement will include recapturing the native grass along Coldwater Creek and the creation of a wetland to aid in cleaning the water that flows into Grand lake St. Marys via the creek; and

**WHEREAS**, the Board has received notice that the project has been approved by Ohio Public Works Commission (OPWC); the LFA Board was able to review the Project Grant Agreement (OPWC Control # CMNQAC); subject to the terms and conditions contained in the Agreement, OPWC agrees to provide financial assistance from the Clean Ohio Green Space Fund at the rate of 74% in an amount not to exceed One Hundred Forty-five Thousand Forty Dollars (\$145,040). This financial assistance shall be provided in the form of a grant;

**NOW THEREFORE, BE IT RESOLVED** by the Grand Lake St. Marys Lake Facilities Authority Board hereby agrees to the terms of the OPWC Project Grant Agreement for the Rosenbeck Family Nature Preserve Project and authorizes the execution thereof by Chairman Jerry Laffin upon its receipt.

Mr. John Bergman 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

Mr. Jerry Laffin, yes  
Mr. Rick Muhlenkamp, yes  
Mr. David Buschur, yes

Mr. Douglas Spencer, yes  
Mr. John Bergman, yes  
Mr. David Bambauer, yes

Motion carried.

Adopted this 23<sup>rd</sup> day of May, 2023.

ATTEST:

  
Kim Everman, Administrator/Clerk  
Board of Mercer County Commissioners

Date: MAY 23, 2023

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA ENTERING INTO  
matter of: A GRANT AGREEMENT WITH OHIO PUBLIC WORKS COMMISSION FOR CLEAN  
OHIO CONSERVATION FUNDS FOR THE NORTH SHORE GREENSPACE PROJECT

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The Board of Directors of Grand Lake St. Marys LFA met via teleconference on the 23<sup>rd</sup> day of May, 2023, with the following members present: Mr. Jerry Laffin, Mr. Rick Muhlenkamp, Mr. David Buschur, Mr. David Bambauer, Mr. Doug Spencer, and Mr. John Bergman.

Mr. David Bambauer moved the adoption of the following:

**RESOLUTION**

**THE GRAND LAKE ST. MARYS (GLSM) LAKE FACILITIES AUTHORITY ENTERING INTO A GRANT AGREEMENT WITH OHIO PUBLIC WORKS COMMISSION FOR CLEAN OHIO CONSERVATION FUNDS FOR THE GRAND LAKE ST. MARYS NORTH SHORE GREENSPACE PROJECT**

**WHEREAS**, pursuant to Resolution dated December 22, 2023, the GLSM Lake Facilities Authority (LFA) filed an application to the Ohio Public Works Commission for Clean Ohio Conservation Funds for the North Shore Greenspace Project; and

**WHEREAS**, the project area is located in Jefferson Township, Mercer County at 7660 St. Rt. 703 (Parcel #26-141600.000). The project is the acquisition of approximately 10 acres of vacant land on the Wright State Lake Campus. Phase 2 – not part of this project agreement - will create a natural wetlands that will help filter campus runoff that streams into the lake. It will recreate the natural wildlife environment and continue to increase habitat protection for uncommon natural species. A walking path will be constructed around the terrain to be used as educational/exercise facilities; and

**WHEREAS**, the Board has received notice that the project has been approved by Ohio Public Works Commission (OPWC); the LFA Board was able to review the Project Grant Agreement (OPWC Control # CMNQAA); subject to the terms and conditions contained in the Agreement, OPWC agrees to provide financial assistance from the Clean Ohio Green Space Fund at the rate of 74% in an amount not to exceed Four Hundred Six Thousand Six Hundred Thirty Dollars (\$406,630). This financial assistance shall be provided in the form of a grant;

**NOW THEREFORE, BE IT RESOLVED** by the Grand Lake St. Marys Lake Facilities Authority Board hereby agrees to the terms of the OPWC Project Grant Agreement for the North Shore Greenspace Project and authorizes the execution thereof by Chairman Jerry Laffin upon its receipt.

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

Doug Spencer, yes  
Mr. Douglas Spencer  
John Bergman, yes  
Mr. John Bergman  
David Bambauer, yes  
Mr. David Bambauer

Motion carried.

Adopted this 23<sup>rd</sup> day of May, 2023.

ATTEST:

Kim Everman  
Kim Everman, Administrator/Clerk  
Board of Mercer County Commissioners

Date: MAY 23, 2023

In the: THE BOARD OF DIRECTORS OF GRAND LAKE ST. MARYS LFA AWARDING  
matter of: CONTRACT FOR THE MERCER WILDLIFE AREA PHASE 3 & SOUTHWEST  
GREENSPACE

The Board of Directors of Grand Lake St. Marys LFA met in regular session on the 23<sup>rd</sup> day of May, 2023, 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. David Bambauer, Mr. John Bergman, and Mr. Doug Spencer.

Mr. Rick Muhlenkamp moved the adoption of the following:

**RESOLUTION**

WHEREAS, on April 25, 2023, the Board of Directors of Grand Lake St. Marys LFA set the date of May 18, 2023, to receive and open sealed bids for the Mercer Wildlife Area and Southwest Greenspace Project; and

WHEREAS, Theresa Dirksen, Project Manager, reviewed the bids received on May 18 2023; minor mathematical errors were found in two bids submitted; following is a summary after correction:

- |   |              |
|---|--------------|
| 1. <i>Braun Excavating LLC, Celina, OH 45822</i>                      | \$418,606.20 |
| 2. <i>Fenson Contracting LLC, Ft. Jennings, OH 45844</i>              | \$477,945.17 |
| 3. <i>VTF Excavation, Celina, OH 45822</i>                            | \$432,516.91 |
| 4. <i>Kahlig Dozing &amp; Excavating Inc., Ft. Recovery, OH 45846</i> | \$370,598.00 |
| 5. <i>R.B. Jergens Contractors, Inc., Vandalia, OH 45377</i>          | \$646,826.08 |

WHEREAS, Theresa Dirksen recommends to accept the lowest bid submitted by Kahlig Dozing & Excavating, Inc.; said contractor has the necessary qualifications to perform the work on this project;

**NOW, THEREFORE, BE IT RESOLVED**, by the Grand Lake St. Marys LFA that:

- 1) The Board of Directors documents the receipt of the aforementioned bids for the construction of the Mercer Wildlife Area Phase 3 and Southwest Greenspace Project; and
- 2) The Board of Directors accepts the bid submitted by Kahlig Dozing & Excavating, Inc. in the amount of Three Hundred Seventy Thousand Five Hundred Ninety-eight and 00/100 Dollars (\$370,598.00); and
- 3) The project manager together with Administrator Kim Everman are directed to obtain from the successful bidder: an executed contract, performance bond, certificate of insurance, and all other documents specified in the project manual or required by law; and
- 4) Upon receipt of the documents delineated in Item 3, Jerry Laffin is hereby authorized to sign the contract between Grand Lake St. Marys LFA and Kahlig Dozing & Excavating, Inc. for the Mercer Wildlife Area Phase 3 and Southwest Greenspace Project along with any other documents required for said Project.

Mr. Doug Spencer 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

Mr. Jerry Laffin *Jerry Laffin*, *yes*;  
*Rick Muhlenkamp*, *yes*;  
Mr. Rick Muhlenkamp  
*David Buschur*, *yes*;  
Mr. David Buschur

*Douglas Spencer*, *Yes*;  
Mr. Douglas Spencer  
*John Bergman*, *yes*;  
Mr. John Bergman  
*David Bambauer*, *Yes*;  
Mr. David Bambauer

Motion carried.

Adopted this 23<sup>rd</sup> day of May, 2023.

ATTEST:

*Kim Everman*

Kim Everman, Clerk

Board of Mercer County Commissioners