

IN THE MATTER OF AUTHORIZING THE COUNTY AUDITOR TO DRAW WARRANTS FOR THEN AND NOW CERTIFICATE PAYMENTS.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of April, 2017.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, the practice of using "Then and Now Certificates" has been instituted by the County Auditor.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, the taxing authority for Auglaize County, having thirty (30) days to approve payment by resolution from receipt of "Then and Now Certificates", does hereby approve the following:

<u>Check #</u>	<u>Amount</u>	<u>Vendor</u>
414226	\$ 346.40	Lyden Oil Company
414227	\$52,289.84	Billy Henschen
414228	\$ 121.21	Alexa Rohm
414244	\$ 1,539.77	Dietary Solutions
414249	\$ 9,535.92	CDW-G

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

Adopted this
27th day
April, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

Don Regula yes
Don Regula

/cc: County Auditor

IN THE MATTER OF APPROVING CONTRACT FOR SERVICES BETWEEN AUGLAIZE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES (ACDJFS) AND WEST OHIO COMMUNITY ACTION PARTNERSHIP (WOCAP) FOR THE PURCHASE OF TANF/OWF/PRC, WIA, TITLE XIX AND TITLE XX SOCIAL SERVICES.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of April, 2017.

Commissioner Spencer moved the adoption of the following:

RESOLUTION

WHEREAS, Auglaize County Department of Job & Family Services has chosen to contract with West Ohio Community Action Partnership (WOCAP) pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act H.R. 3734, Workforce Investment Act, House Bill 408, and rules promulgated by the Ohio Department of Job and Family Services, ACDJFS is authorized to contract with public and/or private agencies for the purchase of TANF/OWF/PRC, WIA, Title XIX, and Title XX social services; and,

WHEREAS, a contract for specific social services between the Auglaize County Department of Job and Family Services has been submitted to the Board of County Commissioners with a request that the Board approve and execute same at the terms so stated in said contract for the time period from May 1, 2017 through September 30, 2017 at the cost not to exceed \$33,221.00.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve and authorize the contract for TANF/OWF/PRC, WIA, Title XIX, and Title XX social services between Auglaize County Department of Job and Family Services and West Ohio Community Action Partnership (WOCAP); and,

BE IT FURTHER RESOLVED that the Board ratifies the execution of said contract.

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

Adopted this 27th day
of April, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N Bergman, yes
John N. Bergman

Douglas A. Spencer, Yes
Douglas A. Spencer

Don Regula, yes
Don Regula

✓ cc: Auglaize County Department
of Job & Family Services

IN THE MATTER OF APPROVING THE AGREEMENT FOR EMPLOYMENT OF EDWARD BERGSTROM AS AIRPORT MANAGER FOR NEIL ARMSTRONG AIRPORT; AUTHORIZING THE EXECUTION OF SAID AGREEMENT BY THE PRESIDENT OF THE BOARD.

The Board of County Commissioners of Auglaize County, Ohio met in special session on the 27th day of April, 2017.

Commissioner *Spencer* moved the adoption of the following:

RESOLUTION

WHEREAS, the position of Airport Manager became vacant as of October 11, 2016 at 3:31 p.m.; and,

WHEREAS, the Board of County Commissioners has negotiated a agreement with Mr. Edward Bergstrom of Coldwater, Ohio to serve as the Airport Manager for the Neil Armstrong Airport, May 8, 2017; and,

WHEREAS, a fair and agreeable compensation for the employment of Mr. Bergstrom has been reached between Mr. Bergstrom and the Board of County Commissioners; and,

WHEREAS, Mr. Edward Bergstrom has also agreed to the following and shall obtain his Class B CDL license, Forklift Operator License and Class A Underground Tank (UST) Operator's License within six (6) months of hire; and,

WHEREAS, an "Airport Manager Agreement" has been drafted to the approval of both parties, it is necessary for the President of the Board of County Commissioners to execute said agreement.

THEREFORE, BE IT RESOLVED that the Board of Commissioners, Auglaize County, Ohio, does hereby approve the Airport Manager Agreement as drafted for Mr. Edward Bergstrom; and,

BE IT FURTHER RESOLVED, that said Board authorizes John N. Bergman, as President of the Board of Auglaize County Commissioners to execute said agreement; and,

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

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

Adopted this
27th day of
April, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

cc: Edward Bergstrom
Deputy Auditor – Lori Yahl

AUGLAIZE COUNTY EMPLOYMENT AGREEMENT

This agreement is entered into effective April 27, 2017, by and between the AUGLAIZE COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as "EMPLOYER" and Mr. Edward Bergstrom hereinafter referred to as "EMPLOYEE" upon the following terms and conditions:

1. The parties agree that, as of the 8th day of May, 2017, EMPLOYEE will assume the position of Airport Manager.

2. EMPLOYEE agrees to faithfully perform the duties assigned to him by the EMPLOYER, as set forth in the position description hereto attached, to the best of his ability and to devote his full and undivided attention to the performance of said duties, under the control and direction of the EMPLOYER. Upon mutual written agreement between EMPLOYEE and EMPLOYER, EMPLOYEE may work outside the scope of his duties as Airport Manager.

3. EMPLOYEE further agrees that in the performance of his duties he shall comply with all applicable state and federal laws and regulations and policies/procedures of the EMPLOYER for unclassified positions.

In the event overtime hours are required, the Airport Authority Board shall review and approve all requests as submitted by the EMPLOYEE. Compensation for hours of overtime work must be approved by the Airport Authority Board and will be paid out of the Airport Rotary Fund. Sufficient documentation of all overtime hours is required. A daily log or diary of overtime activities will be used for all overtime purposes.

4. In consideration of such services, EMPLOYER agrees to pay EMPLOYEE compensation of an annual salary of \$48,000 payable bi-weekly at \$1,846.15.

a. EMPLOYER agrees to re-evaluate EMPLOYEE's pay three months from the effective date of this contract. EMPLOYER, in its sole discretion, may adjust EMPLOYEE's pay at such time.

- b. Any annual wage increase shall be determined by the EMPLOYER and shall be documented by the issuance of a certificate of appointment (or other similar document) by the EMPLOYER.
5. EMPLOYEE shall receive vacation benefits at a rate as set forth by the ORC. Sick leave benefits shall be received at 4.6 hours per pay as set forth in Ohio Revised Code §124.38. Hospitalization insurance shall be in accordance with the county employee's insurance policy.
6. EMPLOYEE shall be entitled to (2) personal days with full pay each calendar year.
7. EMPLOYEE shall make all reasonable and diligent efforts to establish residency in Auglaize County within the term of this contract.
8. EMPLOYEE is employed in an unclassified position with the EMPLOYER pursuant to O.R.C. 124.11 (3) (b). Therefore, the EMPLOYEE is employed pursuant to the "at-will" doctrine.
9. The EMPLOYEE or EMPLOYER may terminate the employment relationship at any time for any reason or no reason.
10. In the event of subsequent changes in state and federal law, regulations, mandate, or rule, which may modify, alter, abolish, any portion of this agreement, the parties shall be bound by any such change in applicable law or regulation.

[Remainder of Page Intentionally Left Blank]

Signed and Acknowledged
in the presence of:

Esther Lefel

Board of County Commissioners
Auglaize County, Ohio

By: John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

Edward Bergstrom
Edward Bergstrom

April 27, 2017
DATE

IN THE MATTER OF AUTHORIZING EXPENSES FOR THE CORONER AND STAFF TO ATTEND A MEETING.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of April, 2017.

Commissioner Spaw moved the adoption of the following:

RESOLUTION

WHEREAS, Dr. Thomas R. Freytag, M.D., Auglaize County Coroner presented a request for permission for himself and his staff to attend the following meeting:

On May 10 – 13, 2017 – Coroner Dr. Freytag, his investigator and secretary will attend the 2017 Ohio State Coroner’s Association Educational Conference in Columbus, Ohio; and,

WHEREAS, expenses requested to be authorized for payment are:

For May 10, 11, 12 and 13, 2017 – Lodging Expenses and Meal reimbursement.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve and authorize the above requested travel expenses and does order bills to be paid upon proper presentation providing all is in accordance with the County Travel Policy.

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

Adopted this
27th day of
April, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N. Bergman
John N. Bergman

Douglas A. Spencer
Douglas A. Spencer

Don Regula
Don Regula

/cc: Auglaize County Coroner

County Commissioners Office
Auglaize County, Ohio
April 27, 2017

NO. 17-184

IN THE MATTER OF GRANTING AN ANNEXATION OF 121.898 ACRES, MORE OR LESS, TO THE VILLAGE OF CRIDERSVILLE FROM DUCHOUQUET TOWNSHIP; PETITIONED BY THE TRISKELE, LLC; FILED BY AARON L. BENSINGER, AGENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 27th day of April, 2017.

Commissioner Spaul moved the adoption of the following:

RESOLUTION

WHEREAS, on April 26, 2017, a petition for annexation of a total of 121.898 acres, more or less, was filed as an Expedited Type 1, with the Office of the Board of County Commissioners by Aaron L. Bensinger; 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 Cridersville and Duchouquet 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 121.898 acres, more or less, to the Village of Cridersville as petitioned TRISKELE, LLC filed by Aaron L. Bensinger, Agent, by pursuant to ORC Section 709.022.

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

Adopted this
27th day of
April, 2017

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

John N Bergman yes
John N. Bergman

Douglas A. Spencer yes
Douglas A. Spencer

Don Regula yes
Don Regula

cc: County Auditor
 County Engineer
 Triskele, LLC, Aaron L. Bensinger, Agent
 Duchouquet Township Trustees
 Village of Cridersville

RECEIVED

APR 26 2017

Board of County Commissioners
Auglaize County, Ohio

PETITION FOR ANNEXATION
(R.C. 709.022)

The undersigned, TRISKELE, LLC, hereinafter referred to as Petitioner, is the owner of real property located in the Township of Duchouquet, County of Auglaize and State of Ohio. The legal description for said real property is attached hereto and incorporated herein as Exhibits "A" and "B."

A copy of the plat of the real estate is attached to this petition as Exhibit "C."

The owner of the real estate TRISKELE, LLC's mailing address is 1365 Shoreview Drive, Lima, Ohio 45805.

Petitioner represents that he is One Hundred Percent (100%) owner of the property described in Exhibits A & B.

Petitioner therefore petitions the Commissioners of Auglaize County to annex the subject property to the Village of Cridersville from the Township of Duchouquet pursuant to Ohio Revised Code Section 709.022. The Petitioner represents that the property is not unreasonably large and that on balance, the general good of the territory proposed to be annexed will be served, and the benefits to the territory proposed to be annexed and the surrounding area will outweigh the detriments to the territory proposed to be annexed and the surrounding area, if the petition is granted.

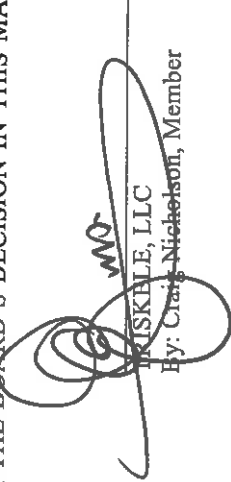
Attached as Exhibit "D" to this petition is an original copy of the annexation agreement of the Village of Cridersville and Duchouquet Township.

Attached as Exhibit "E" to this petition is a list of all tracts, lots, or parcels in the Territory proposed for Annexation, and all tracts, lots or parcels located adjacent to that Territory, as required by R.C. 709.022.

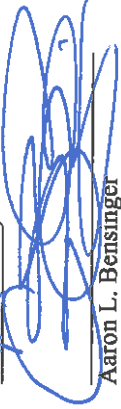
The undersigned hereby appoints and designates, Aaron L. Bensinger, as agent for the petitioners, 540 West Market Street, Lima, Ohio 45801.

WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL ANY 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.

4/26/2017
Date:


TRISKELE, LLC
By: Craig Nicholson, Member

I hereby accept the designation as agent for petitioners, dated this 26th day of April, 2017.


Aaron L. Bensinger
Agent for Petitioners
540 W. Market St.
Lima, Ohio 45801
419-227-3423

201400005379
Filed for Record in
AUGLAIZE COUNTY, OHIO
CHRISTINA LAMBERT, RECORDER
10-30-2014 At 12:47 PM.
WARRANTY DEED 36.00
OR Book 647 Page 868 - 870

201400005379
HUNT & JOHNSON
400 W. NORTH ST
LINA OH 43801

Instrument: 201400005379 OR Book Page
647 868

THIS CONVEYANCE HAS BEEN EXAMINED AND THE
GRANTOR HAS COMPLIED WITH SECTION 319.202
OF THE REVISED CODE

FEE \$ 180.00 EXEMPT.

JANET SCHULER
TRANSFERRED ON 10-30-14
BY JS

194

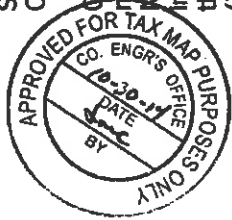
OHIO WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **I, MATTHEW MCCREARY,** single and unmarried, the Grantor, who claim title by or through instrument, recorded in **Volume 630, Page 1414,** Auglaize County Recorder's Office, for the consideration of One Dollar (\$1.00) and other good and valuable consideration received to our full satisfaction of **TRISKELE, LLC, an Ohio Limited Liability Company, the Grantee,** whose **TAX MAILING ADDRESS** will be 1365 Shoreview Drive, Lima, Ohio 45805, do

GIVE, GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, its

Successors and assigns, the following described premises:

Situated in the Township of Duchouquet, County of Auglaize and State of Ohio, to-wit;



Commencing at a point one hundred and twenty-six and one-thirds (126-1/3) rods West of the Northeast corner of the South part of the West half of the Northwest quarter of Section 36, Township 4 South, Range 6 East, at the intersection of roads running East and West, and North and South, running thence South ninety-six (96) rods, thence West thirty-three and two thirds (33-2/3) rods; thence North ninety-six (96 rods); thence East to the place of beginning, containing twenty and one-fifth (20-1/5) acres of land. Said real estate is located in the West and South part of the East half of the Northeast quarter of Section Thirty-five (35), same town and range.

ALSO: Twelve and one-half (12-1/2) acres of land off of the entire West side of the following described 27.8 acre tract of land; Beginning eighty (80) rods West of the Northeast corner of the South part of the West half of the Northwest quarter of Section Thirty-six (36) Town 4 South, Range 6 East, at the intersection of roads running East and West and North and South; running thence South ninety-six (96) rods; thence West forty-six (46) and one-thirds (46-1/3) rods to the place of beginning, containing twenty-seven and four-fifths (27-4/5) acres, more or less; there being conveyed in this parcel 12-1/2 acres off the entire West side. The property conveyed being part of the Southeast quarter of the Northeast quarter of Section 35, Town 4 South, Range 6 East, Auglaize County, Ohio. EXCEPT: 9.59 acres more or less heretofore conveyed for highway purposes off the above described real estate, said conveyances being recorded in Deed Volume 162, Page 83 and also Volume 162, Page 87 of the Deed Records of Auglaize County, Ohio.

Containing in all, after said exceptions, 22.89 acres, more or less.

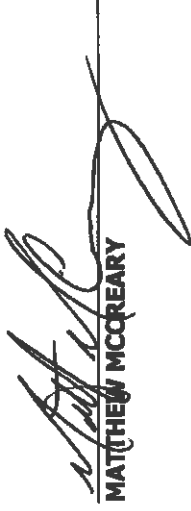
Parcel Numbers B0503500600 and B0503500700 AD

TO HAVE AND TO HOLD the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its successors and assigns forever.

AND **MATTHEW MCCREARY, single and unmarried, the Grantor**, do for ourselves and our heirs, executors and administrators, covenant with the said Grantee, its successors and assigns, that at and until the ensailing of these presents we are well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that same are free from all incumbrances whatsoever, and that we will **WARRANT AND DEFEND** said premises, with the appurtenances thereunto belonging, to the said Grantee, its successors and assigns, against all lawful claims and demands whatsoever,

AND for valuable consideration, **MATTHEW MCCREARY, single and unmarried, the Grantor** do hereby remise, release and forever quit-claim unto the said Grantee, its successors and assigns, all our right and expectancy of Dower in the above described premises.

Executed by **MATTHEW MCCREARY** this 29th day of October, 2014.


MATTHEW MCCREARY

STATE OF OHIO

SS:

COUNTY OF ALLEN

Before me, a Notary Public in and for said County and State, personally appeared, **MATTHEW MCCREARY, single and unmarried, the Grantor**, who represented to me to be said person and who acknowledged that he did sign the foregoing instrument and that the same is his voluntary free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Lima, Ohio this 29th day of October, 2014.

Amanda Barnhardt
Notary Public

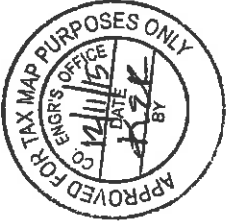


This instrument prepared by:
HUNT & JOHNSON, LLC
Attorneys at Law
400 West North Street
Lima, Ohio 45801

EXHIBIT B

201500006347
Filed for Record in
AUGLAIZE COUNTY, OHIO
CHRISTINA LAMBERT, RECORDER
12-11-2015 at 02:56 pm.
WARRANTY DEED 44.00
OR Book 659 Page 2262 - 2265
201500006347
KILCO TITLE

9M
THIS DOCUMENT HAS BEEN EXAMINED AND THE
GRANTOR HAS COMPLIED WITH SECTION 319.292
OF THE REVISED CODE
DATE 12-30-15 BY MSR/PT
COUNTY CLERK
COUNTY OF Auglaize



Instrument Book Page
201500006347 OR 659 2262

GENERAL WARRANTY DEED

A. P. Bamdad and Dana Bamdad, husband and wife, and Gerry L. Arabpour Trustee of Trust Agreement of Gerry L. Arabpour dated January 11, 2010, Grantors, for valuable consideration paid, grants with general warranty covenants, to Triskele, LLC an Ohio Limited Liability Company, Grantee whose tax-mailing address is 1365 Shoreview Drive, Lima, Ohio 45805 the following REAL PROPERTY:

SEE ATTACHED LEGAL DESCRIPTIONS

The above-described premises, including, but not limited to, any and all improvements thereon and therein, are being conveyed by Grantor and accepted by Grantees in its present physical condition AS IS and WHERE IS, and no warranties of any nature, express, implied or otherwise, are given by Grantor to Grantees with respect to the above-described premises, its condition, value, character, use, size or any other matters, except as otherwise set forth in this Deed.

PARCEL #805-035-005-00 & B05-035-004-00

Prior Instrument Reference: Vol. OR 589, pg. 1717 and Vol OR 535 pg. 2661 of the Official Records of Auglaize County, Ohio.

Executed on this 10 day of DECEMBER, 2015

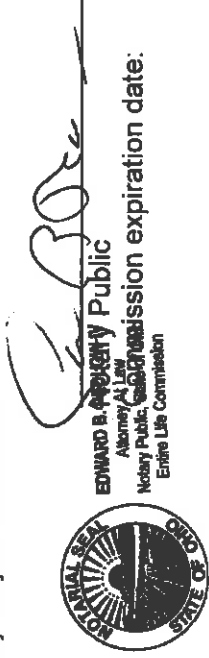
A.P. Bamdad
A.P. Bamdad

Executed December 11, 2015.
Dana Bamdad
Dana Bamdad

State of Ohio County of Allen ss.


BE IT REMEMBERED, That on this 10 day of DECEMBER, 2015 before me, the subscriber, a notary public in and for said state, personally came A. P. Bamdad husband of Dana Bamdad the Grantors in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my notary seal on the day and year last aforesaid.



EDWARD B. ANSBARY Public
Notary Public, State of Ohio
Entire Life Commission
Commission expiration date:


Executed on this 11th day of December, 2015


Gerry L. Arabpour Trustee of Trust Agreement of
Gerry L. Arabpour dated January 11, 2010

State of Ohio County of Allen ss.

BE IT REMEMBERED, That on this 11th day of December, 2015 before me, the subscriber, a notary public in and for said state, personally came Gerry L. Arabpour Trustee of Trust Agreement of Gerry L. Arabpour dated January 11, 2010, a Grantor in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my notary seal on the day and year last aforesaid.


Notary Public
Commission expiration date:

EDWARD B. PEDLOW IV
Attorney At Law
Notary Public, State of Ohio
Entire Life Commission

State of Ohio County of Allen ss.

BE IT REMEMBERED, That on this 11th day of December, 2015 before me, the subscriber, a notary public in and for said state, personally came Dana Bamdad, wife of A. P. Bamdad, Grantor in the foregoing deed, and acknowledged the signing thereof to be their voluntary act and deed.

IN TESTIMONY THEREOF, I have hereunto subscribed my name and affixed my notary seal on the day and year last aforesaid.


LORI RADER
Notary Public, State of Ohio
My Commission Expires 6-26-2019

Notary Public
Commission expiration date:

This Instrument Prepared By:
Edward B. Pedlow, IV, Attorney
119 N. West Street, Ste. 101
Lima, Ohio 45801
(419) 228-8989

74.214 Acre

The following described tract of land is part of the Southeast Quarter of Section 35, Town 4 South, Range 6 East, Duchouquet Township, Auglaize County, Ohio and is more particularly described as follows:

Commencing at a R.R. Spike found at the intersection of the centerline of County Road 208 (National Road) and the East line of the Northeast Quarter of Section 35, Duchouquet Township;

Thence S.01°02'30"W. along the East line of the Northeast Quarter of Section 35, a distance of 1,573.81 feet to a cut off wooden corner post found at the Southeast corner of the Northeast Quarter of Section 35, which is the PLACE OF BEGINNING for the tract of land herein described;

Thence S.00°38'33"W. along the East line of the Southeast Quarter of Section 35, a distance of 2,650.12 feet to an iron pin set;

Thence N. 89°31'24"W. along the South line of the Southeast Quarter of Section 35, a distance of 1,238.89 feet to a point in the centerline of Interstate 75, passing thru an iron pin set at 1,113.45 feet, passing then a 6" dia. steel corner post found at 19.80 feet and being referenced by an O.D.O.T. R/W Monument at N.04°06'21"E. at 2.87 feet;

Thence Northerly along the curved centerline of Interstate 75, along a curve to the left having the following curve data: Radius = 5,729.58 feet an arc distance of 463.27 feet, the chord of which bears N.03°00'24"E., 463.14 feet to a point;

Thence N.00°41'15"E. along the centerline of Interstate 75, a distance of 2,186.50 feet to a point;

Thence S.89°35'09"E. along the North line of the Southeast Quarter of Section 35, a distance of 1,217.97 feet to the wooden corner post at the Southeast corner of the Northeast Quarter of Section 35, passing thru an iron pin set for reference at 125.00 feet in the East right-of-way line of Interstate 75, said wooden corner post being the true PLACE OF BEGINNING.

Containing in all 74.214 Acres of which 7.600 Acre is subject to L/A rights-of-way for highway purposes. The above-described tract of land is subject to all legal easements, restrictions and reservations, if any, of record or in use on said premises.

Previous deed reference: Deed Volume 155, page 101.

This plat is recorded in Survey Book "M", page 387, in the Auglaize County Engineer's Office. Basis of bearing is the centerline of County Road 208 as N.89°42'52"E. (Auglaize-County G.P.S. data). This description is based on an actual field survey, performed by John W. Jauert, Professional Surveyor No. 6920 in July 2001.

Permanent Parcel No.(s): B05-035-004-00 and B05-035-005-00

15.184 Acre

The following described tract of land is part of the Northeast Quarter of Section 35, Town 4 South, Range 6 East, Duchouquet Township, Auglaize County, Ohio and is more particularly described as follows:

The PLACE OF BEGINNING is at a R.R. Spike found at the intersection of the centerline of County Road 208 (National Road) and the East line of the Northeast Quarter of Section 35, Duchouquet Township;

Thence S.01°02'30"W. along the East line of the Northeast Quarter of Section 35, a distance of 1,573.81 feet to a cut off wooden corner post found at the Southeast corner of the Northeast Quarter of Section 35;

Thence N.89°35'09"W. along the South line of the Northeast Quarter of Section 35, a distance of 420.10 feet to an iron pin set, being referenced by a Railroad Tie corner post found at S.77° 11'00"W., 2.99 feet;

Thence N.00°57'56"E. a distance of 1,568.63 feet to a Mag Nail set, passing thru an iron pin set for reference at 1,508.63 feet in the South right-of-way line of County Road 208;

Thence N. 89°42'52"E. along the centerline of County Road 208 a distance of 422.28 feet to the R.R. Spike, which was the true PLACE OF BEGINNING.

Containing in all 15.1840 Acres of which 0.126 Acre is subject to L/A right-of-way and 0.264 Acre is subject to easement for highway purposes, County Road 208. The above-described tract of land is subject to all legal easements, restrictions and reservations, if any, of record or in use on said premises.

Previous deed reference: Deed Volume 160 Page 278 and
OR Volume 424 Page 325

This plat is recorded in Survey Book "M", page 387, in the Auglaize County Engineer's Office. Basis of bearing is the centerline of County Road 208 as N. 89°42'52"E. (Auglaize County G.P.S. data). This description is based on an actual field survey, performed by John W. Jauert, Professional Surveyor No. 6920 in July 2001.

COUNCILPERSON	YES	NO
BAILEY	✓	
ANDERSON	✓	
WEST <i>Alvord</i>		
LYNCH	✓	
COOK	✓	
MCDONALD	✓	

VILLAGE OF CRIDERSVILLE, AUGLAIZE COUNTY, OHIO
RESOLUTION NO. 2318

**A RESOLUTION ACCEPTING THE AMENDED
ANNEXATION AGREEMENT AND DECLARING AN EMERGENCY.**

WHEREAS, the property as outlined in the Annexation Agreement and owned by Triskele, LLC (the "Petitioner") is not located within the boundaries of the Village but is located in Duchouquet Township; and

WHEREAS, it is deemed to be in the best interest of the citizens of the Village of Cridersville to accept annexation of the Petitioner's property and to also accept the proposed Annexation Agreement; and

WHEREAS, the Village desires to proceed with the execution of the Annexation Agreement to expedite the approval of the annexation;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF CRIDERSVILLE, STATE OF OHIO:

1. Council hereby approves the Annexation Agreement between the Village and Duchouquet Township. (See Exhibit A attached hereto)
2. That the Council hereby authorizes the Mayor to execute the Annexation Agreement on behalf of the Village and to assist in completing the annexation process.

That this Resolution is hereby declared an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare and shall take effect and be in force from and after its passage. The reason for said declaration of emergency is to provide the annexation area with village services at the earliest possible time period and to make those services available immediately after the annexation becomes effective as required by the Annexation Agreement referred to in the preamble above.

Passed DH-25-17

Susan Bassitt
Susan Bassitt, Asst. Clerk

Angela Elliott
Angela Elliott, Village Solicitor

Posted 04-26-17

Eric West
Eric West, President of Council

Rick Walls
Rick Walls, Mayor

EXHIBIT E

Pursuant to Ohio Revised Code Section 709.02(D), the following is a list of all tracts proposed for annexation and all tracts adjacent to that territory, including the name and mailing address of the owner of each tract and permanent parcel numbering system.

Triskele, LLC. c/o Craig Nicholson 1365 Shoreview Drive Lima, Ohio 45805	Parcel Nos: B0503500400; B0503500500; B0503500600; B0503500700.
Harry G. & Ruth K. Werling 264 S. Wallow Ct. Cridersville, Ohio 45806	Parcel No: B0503603600
Opal E. Mills 17020 National Rd. Wapakoneta, Ohio 45895	Parcel No: B0503600300
Ports Petroleum Co., Inc. P.O. Box 1046 Wooster, Ohio 44691	Parcel No: B0603502100
Adam Ferguson 1354 Co. Rd. 20 Ada, Ohio 45810	Parcel No: B0603502200
Baker Animal Hospital c/o Fred Ryan 1 Sheffield Ln. Lima, Ohio 45805	Parcel No.: B0603502201
Richard A. & Kay Ault 301 S. Dixie Hwy. Cridersville, Ohio 45806	Parcel Nos: B0603502400; B0603502500; B0603502600
Patricia I. Baeumel 315 S. Dixie Hwy. Cridersville, Ohio 45806	Parcel No.: B0603502700
Ritchie Property Mgmt., LLC 401 S. Dixie Hwy. Cridersville, Ohio 45806	Parcel No: B0603500402

Donald E, Jr & Mona L. Miller
4975 W. Elm St.
Lima, Ohio 45807

Parcel No: B0603500400

Gary L. & Connie Stechman
20296 St. Rt. 25A S.
Wapakoneta, Ohio 45895

Parcel No: B0503500401

Michael A. Neff
17740 Buckland-Holden Rd.
Wapakoneta, Ohio 45895

Parcel No: B0500201801

State of Ohio
1001 St. Marys Ave.
Sidney, Ohio 45365

Parcel No: B0503505000

Eugene D. Winegardner
811 Glynwood Rd.
Wapakoneta, Ohio 45895

Parcel No: B0503504300

Craig D. McKercher
16995 National Rd.
Cridersville, Ohio 45806

Parcel Nos: B0503504500; B0503503800
