

**IN THE MATTER OF RECOGNIZING THE MONTH OF FEBRUARY AS BEING “CAREER AND TECHNICAL EDUCATION (CTE) MONTH” WITHIN AUGLAIZE COUNTY.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of February, 2025.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, February 1-28, 2025, has been designated Career and Technical Education (CTE) Month by the Association for Career and Technical Education; and,

**WHEREAS**, CTE offers students the opportunity to gain the academic, technical and employability skills necessary for true career readiness; and,

**WHEREAS**, students in CTE programs have authentic, meaningful experiences that improve the quality of their education and increase their engagement and achievement; and,

**WHEREAS**, CTE provides students with career exploration opportunities earlier in their educational experience, which enables them to make informed and beneficial decisions about their academic coursework and pursue established programs of study and career pathways; and,

**WHEREAS**, leaders from business and industry nationwide report increasing challenges related to addressing the skills gap and connecting qualified professionals with careers in critical and growing CTE-related fields, such as advanced manufacturing, cybersecurity, energy, health care, information technology, and transportation; and,

**WHEREAS**, CTE prepares students for these and other fulfilling careers by offering integrated programs of study that link secondary and postsecondary education and lead to the attainment of industry-recognized credentials; and,

**WHEREAS**, CTE programs ensure that employers have access to a qualified and thriving workforce, ensuring our nation is a strong and competitive economy.

**THEREFORE, BE IT RESOLVED** that the Board of Commissioners, Auglaize County, Ohio, does hereby recognize the month of February, within Auglaize County, as

***CAREER AND TECHNICAL EDUCATION (CTE) MONTH***

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

Adopted this  
11th day of  
February, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

cc: Tri-Star

**IN THE MATTER OF AMENDING THE ANNUAL APPROPRIATION AS REQUESTED BY THE AUGLAIZE COUNTY COMMISSIONERS' OFFICE.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of February, 2025.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, under date of January 2, 2025, the Annual Appropriation for Auglaize County was accepted, having been prepared with the 2025 Annual Amended Official Certificate of Estimated Resources which was given to the Board of County Commissioners by the County Auditor; and,

**WHEREAS**, County Auditor's Office informed the Board that an amendment was made to the Annual Amended Official Certificate of Estimated Revenue for the Demo & Site Revitalization Grant Fund (092) by \$133,842.00; and,

**WHEREAS**, the Commissioners' Office has requested that the Board amend the 2025 Annual Appropriation to reflect the following increase:

**Increase 092.0092.530600 (Contract Services) by \$133,842.00.**

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby order the 2025 Annual Appropriation Resolution be amended to show the changes as tabulated above.

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

Adopted this  
11th day of  
February, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

cc: County Auditor  
County Administrator

**IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENTS.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of February, 2025.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, the Board has been requested to authorize budget adjustments as follows: and,

<b><u>County Auditor – General Office Fund:</u></b>	
<b>Amount:</b>	<b>To:</b>
\$400.00	001.0103.530400 (Equipment)
	001.0103.530900 (Other)
<b><u>ODOT Apron Rehab – Phase 2 Fund:</u></b>	
<b>Amount:</b>	<b>To:</b>
\$9,667.20	087.0087.530600 (Contract Services)
	087.0087.531000 (Administration)

**THEREFORE BE IT RESOLVED** that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the budget adjustments to show the changes as tabulated above.

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

Adopted this  
11th day of  
February, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambauer, yes  
David Bambauer

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, Yes  
Douglas A. Spencer

cc: County Auditor  
County Administrator

**IN THE MATTER OF GRANTING AN ANNEXATION OF 21.691 ACRES, MORE OR LESS, TO THE VILLAGE OF NEW BREMEN FROM GERMAN TOWNSHIP; PETITIONED BY EASTHAVEN LLC AND CROWN EQUIPMENT CORPORATION; FILED BY JASON THIS, AGENT.**

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The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 11th day of February, 2025.

Commissioner Spencer moved the adoption of the following:

**RESOLUTION**

**WHEREAS**, on February 6, 2025, a petition for annexation of 21.691 acres, more or less, was filed as an Expedited Type 1, with the office of the Board of County Commissioners by Jason This named as Agent for petitioners Easthaven LLC and Crown Equipment Corporation; and,

**WHEREAS**, the requirements for the filing of said petition were all met by Agent This, 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 New Bremen and German Township as provided for in ORC 709.192.

and,

**WHEREAS**, the petitioners 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 21.691 acres, more or less, to the Village of New Bremen as petitioned by Easthaven LLC and Crown Equipment Corporation pursuant to ORC Section 709.022.

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

Adopted this  
11th day of  
February, 2025

BOARD OF COUNTY COMMISSIONERS  
AUGLAIZE COUNTY, OHIO

David Bambaauer, yes  
David Bambaauer

John N. Bergman, yes  
John N. Bergman

Douglas A. Spencer, yes  
Douglas A. Spencer

cc: ✓County Auditor  
✓County Engineer  
✓Jason This, Agent  
✓German Township Trustees  
✓Village of New Bremen

**RECEIVED**

**FEB - 6 2025**

**Board of  
County Commissioners**

**ANNEXATION PETITION**

The undersigned, EASTHAVEN LLC, an Ohio limited liability company, and CROWN EQUIPMENT CORPORATION (formerly CROWN CONTROLS CORPORATION, also known as CROWN CONTROL CORPORATION, also known as CROWN CONTROLS CORP.), an Ohio corporation, registered in Ohio, (Ohio Secretary of State Charter Number 200802), hereinafter referred to as Petitioners, are owners of the following real property located in the Township of German, County of Auglaize and State of Ohio, to-wit:

**Tract One:**

Exhibit "A" Legal Description as noted in Volume 450, Pages 421-424, Auglaize County Recorder's Official Deed Records is owned by EASTHAVEN LLC, an Ohio limited liability company, and the legal description as noted in Volume 68, Pages 567, Auglaize County Recorder's Official Deed Records is owned by Crown Controls Corporation and the legal description as noted in Volume 452, Pages 589, Auglaize County Recorder's Official Deed Records is owned by Crown Equipment Corporation.

Prior Deed Reference: Volume 450, Pages 421-424 and Volume 68 Pages 567 and Volume 452, Pages 589, Auglaize County Recorder's Official Deed Records.

Tax Parcel No.	C09-014-001-01
	C09-014-002-00
	C09-014-002-01

A copy of the plat of the real estate is attached to this petition.

The owners of the real estate and the mailing address is EASTHAVEN LLC, an Ohio limited liability company, and CROWN EQUIPMENT CORPORATION (formerly CROWN CONTROLS CORPORATION, also known as CROWN CONTROL CORPORATION, also known as CROWN CONTROLS CORP.), an Ohio corporation, registered in Ohio, (Ohio Secretary of State Charter Number 200802), whose address is 40-44 South Washington Street, New Bremen, Ohio 45869.

Petitioners represent that they are One Hundred Percent (100%) of the owners of the property described above.

Petitioners therefore petition to annex their property to the Village of New Bremen from the Township of German pursuant to Ohio Revised Code Section 709.022. The petitioners represent 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 to this petition is an original copy of the annexation agreement of the Village of New Bremen and German Township.

The undersigned hereby appoints and designates, Jason E. This, as agent for the petitioners, P.O. Box 42, New Bremen, Ohio 45869.

WHOEVER 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.

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EASTHAVEN LLC,  
an Ohio limited liability company

1/30/25  
Date:

Kathy Doseck  
Kathy Doseck,  
Assistant Treasurer/Assistant Secretary  
40-44 South Washington Street  
New Bremen, Ohio 45869

CROWN EQUIPMENT CORPORATION (formerly CROWN CONTROLS CORPORATION,  
also known as CROWN CONTROL CORPORATION, also known as CROWN CONTROLS  
CORP.), an Ohio corporation, registered in Ohio, (Ohio Secretary of State Charter Number  
200802),

1/30/25  
Date:

Kathy Doseck  
Kathy Doseck,  
Assistant Treasurer/Assistant Secretary  
40-44 South Washington Street  
New Bremen, Ohio 45869

I hereby accept the designation as agent for petitioners, dated this 30th day of  
January, 2025.

Jason E. This  
Jason E. This  
Agent for Petitioners  
314 East Plum Street  
P.O. Box 42  
New Bremen, Ohio 45869  
419-629-8108  
419-629-0328 (FAX)  
jason@this-law.com

Pursuant to Ohio Revised Code Section 709.02(D), 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.

Tracts proposed for Annexation

EASTHAVEN LLC

11.257 acres, Section 14, German Township  
C09-014-001-01

0 and 422 East Haven Drive

New Bremen, Ohio 45869 (physical address)

40-44 South Washington Street

New Bremen, Ohio 45869 (mailing address)

CROWN EQUIPMENT CORPORATION (formerly CROWN CONTROLS CORPORATION, also known as CROWN CONTROL CORPORATION, also known as CROWN CONTROLS CORP.), an Ohio corporation, registered in Ohio

15.654 acres, Section 14, German Township  
C09-014-002-00

Off East Haven Drive

New Bremen, Ohio 45869 (physical address)

40-44 South Washington Street

New Bremen, Ohio 45869 (mailing address)

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CROWN EQUIPMENT CORPORATION (formerly CROWN CONTROLS CORPORATION, also known as CROWN CONTROL CORPORATION, also known as CROWN CONTROLS CORP.), an Ohio corporation, registered in Ohio

12.582 acres, Section 14, German Township  
C09-014-002-01

Off East Haven Drive  
New Bremen, Ohio 45869 (physical address)

40-44 South Washington Street  
New Bremen, Ohio 45869 (mailing address)

Tracts adjacent to the territory proposed for annexation

**EASTHAVEN LLC** 11.257 acres, Section 14, German Township  
40-44 South Washington Street Lot 3 PT SW 1/4  
New Bremen, Ohio 45869 (mailing address) C09-014-001-01

0 South  
New Bremen, Ohio 45869 (physical address)

**EASTHAVEN LLC** Dicke Subdivision, Lot 2, New Bremen  
40-44 South Washington Street  
New Bremen, Ohio 45869 (mailing address) C10-201-002-00

0 South  
New Bremen, Ohio 45869 (physical address)

**Easthaven, LLC** Dicke Subdivision, Lot 1, New Bremen  
40-44 South Washington Street  
New Bremen, Ohio 45869 (mailing address) C10-201-001-00

0 South  
New Bremen, Ohio 45869 (physical address)

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**East South Street, LLC** 5.65 acres, Section 14, German Township  
Lot 4 and 7 EPT Each  
40-44 South Washington Street 5 & 6 Suelters SD  
New Bremen, Ohio 45869 (mailing address) C09-014-025-00

0 East off south  
New Bremen, Ohio 45869 (physical address)

**East South Street, LLC** 4.081 acres, Section 14 German Township  
3-4 WPT, Suelter's SD Lot 2  
PO Box 97 C10-026-003-00  
New Bremen, Ohio 45869 (mailing address)  
415 South Street  
New Bremen, Ohio 45869 (physical address)

**Crown Equipment Corporation** 11.946 acres, Section 14, German Township  
Sulter's Second Addition, Lots 24-28, 31 & 35  
C09-014-023-00

40-44 South Washington Street  
New Bremen, Ohio 45869 (mailing address)

Unknown (physical address)

**Crown Equipment Corporation** 5.037 acres, Section 14, German Township  
Sulter's Second Addition, Lots 24-28, 31 & 35  
C09-014-022-00

40-44 South Washington Street  
New Bremen, Ohio 45869 (mailing address)

Unknown (physical address)

**Crown Equipment Corporation** 38.57 acres, Section 14, German Township  
SPT S ½ NE  
C09-014-006-00

40-44 South Washington Street  
New Bremen, Ohio 45869 (mailing address)

05641 Kettler Road, New Bremen, Ohio 45869 (physical address)

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**Crown Credit Company Ltd.**  
40-44 South Washington Street  
New Bremen, Ohio 45869 (mailing address)

80 acres, Section 14, German Township  
C09-014-005-00  
N ½ SE

05395 Kettler Road  
New Bremen, Ohio 45869 (physical address)

**Crown Equipment Corporation**  
40-44 South Washington Street  
New Bremen, Ohio 45869 (mailing address)

37.423 acres, Section 14, German Township  
PT SW  
C09-014-003-02

415 East Haven Drive  
New Bremen, Ohio 45869 (physical address)

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Exhibit A

[Insert Property description]

**Annexation to the  
Village of New Bremen  
21.691 Acres**

Being all of an 11.257 acres tract as recorded in Official Records Volume 450 Page 421; also being part of a 15.654 acres tract as recorded in Official Records Volume 68 Page 567; also being part of a 12.582 acres tract as recorded in Official Records Volume 452 Page 589, located in the Northwest Quarter and the Southwest Quarter of Section 14, Town 7 South, Range 4 East, German Township, Auglaize County, Ohio, and described as follows:

Commencing at a Concrete Monument Found marking the Center of Section 14;

Thence South  $01^{\circ}21'20''$  West (Basis of Bearings) along the East line of the Southwest Quarter of Section 14, a distance of eight hundred four and eighty-six hundredths feet ( $804.86'$ ) to a Concrete Monument Found;

Thence North  $89^{\circ}55'04''$  West along the North line of a tract as recorded in Official Records Volume 452 Page 589, a distance of eight hundred seventeen and fifty-seven hundredths feet ( $817.57'$ ) to an Iron Pin Set, marking the **TRUE POINT OF BEGINNING**;

Thence continuing North  $89^{\circ}55'04''$  West along the North line of a tract as recorded in Official Records Volume 452 Page 589, a distance of two hundred seventeen and twenty-five hundredths feet ( $217.25'$ ) to an Iron Pin Set;

Thence North  $89^{\circ}47'12''$  West along the North line of a tract as recorded in Official Records Volume 452 Page 593, a distance of seven hundred eighty-nine and forty-seven hundredths feet ( $789.47'$ ) to a Concrete Monument Found;

Thence North 01°21'33" East along the East line of Lot #1 and Lot #2 of Dicke Subdivision and the existing corporation line of New Bremen as recorded in Plat Cabinet A Page 30, a distance of nine hundred eleven and thirty-eight hundredths feet (911.38') to a Concrete Monument Found;

Thence North 89°49'32" West along the North line of Lot #1 of Dicke Subdivision and the existing corporation line of New Bremen, a distance of one hundred sixty-six and thirty-three hundredths feet (166.33') to a point;

Thence North 01°03'46" East along the existing corporation line of New Bremen, a distance of twenty-one and ninety-six hundredths feet (21.96') to a point;

Thence North 89°40'11" East along the South line of a tract as recorded in Official Records Volume 441 Page 390, a distance of five hundred forty-three and seventy-six hundredths feet (543.76') to an Iron Pin Found;

Thence South 89°49'49" East along the South line of a tract as recorded in Official Records Volume 552 Page 1088, a distance of six hundred twenty-three and forty-nine hundredths feet (623.49') to an Iron Pin Set;

Thence South 00°59'27" West a distance of nine hundred thirty-eight and twenty-eight hundredths feet (938.28') to the **TRUE POINT OF BEGINNING**, containing **21.691 acres** of land more or less. Of which 2.925 acres is in the Northwest Quarter of Section 14 and 18.766 acres is in the Southwest Quarter of Section 14.

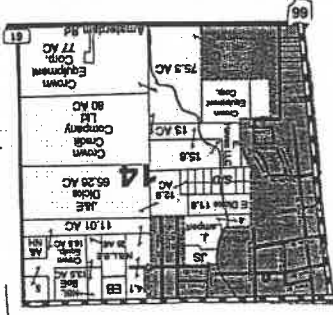
Said tract being subject to all highways and any other easements or restrictions of record.

Previous Deed References:

Description based on a survey by Craig W. Mescher Registered Surveyor No. 8237 in October of 2024 and is on file with the Auglaize County Engineers Office.

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# ANNEXATION TO THE VILLAGE OF NEW BREMEN

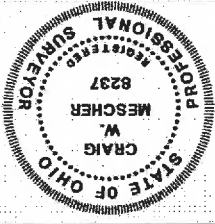


References:  
 Dike Subdivision - Plat Cabinet A Page 30.  
 Crown Controls Corp. Survey by George P. Fernandez PS #4079 in April of 1985.  
 Crown Controls Corp. Survey by George P. Fernandez PS #4079 in December of 1987.  
 Dike Survey by Michael R. Holt PS #7108 in January of 2001.  
 All Deeds on Record.

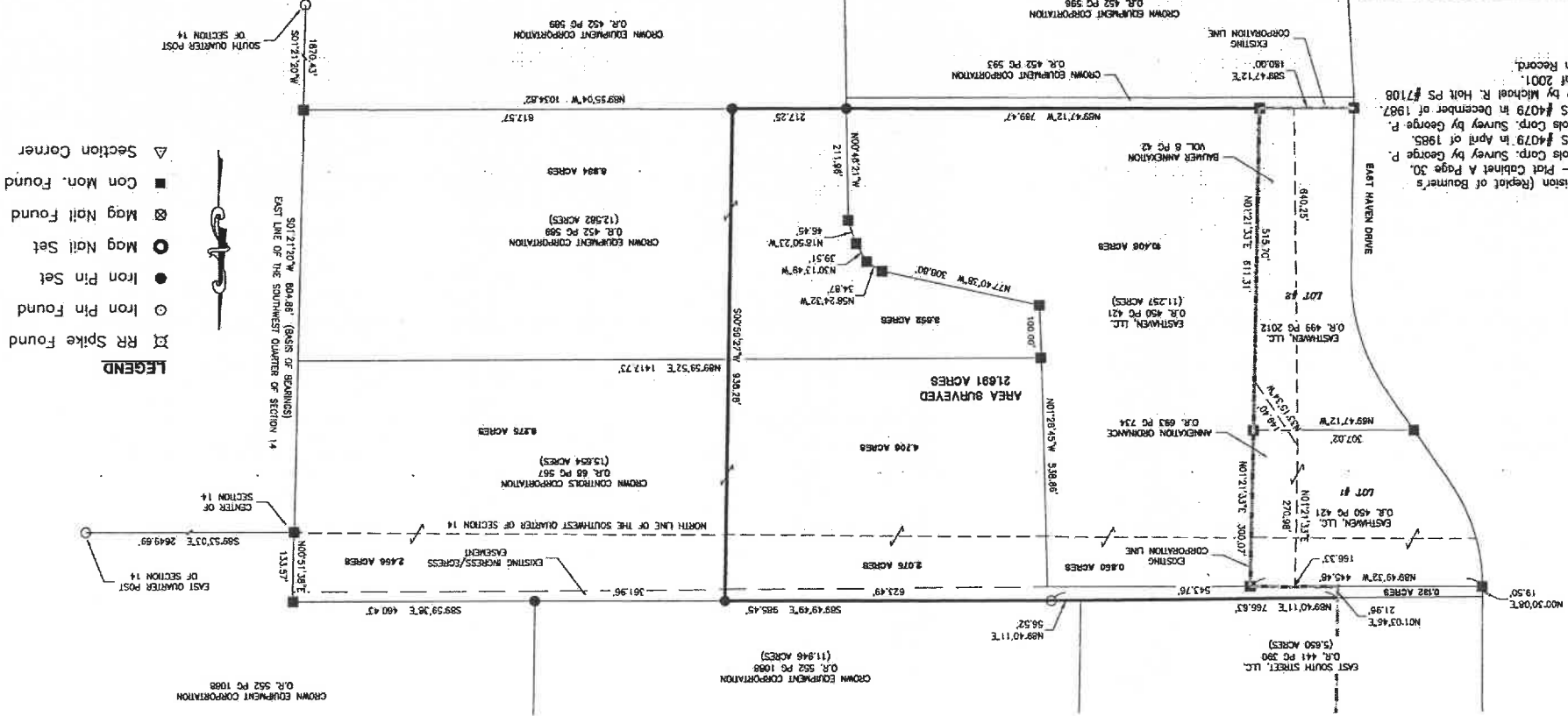
Surveyors Clause:  
 This plat represents an actual survey performed on October 22, 2024.

Surveyed By: *Craig W. Mescher*  
 Craig W. Mescher Reg. Surveyor No. 8237

Project # 224904.118  
 Engineering Solutions  
 ACCESS  
 1700 MESCHER BLVD., SUITE 100, COLUMBUS, OH 43222  
 www.crownsurvey.com | 614.586.1433



Date Surveyed: October 26, 2024  
 Dead Ref.:  
 Sec.: NW1/4 SW1/4 Town: 7S Range: 4E  
 Township: German  
 State of: Ohio County: Auglaize  
 Basis of Bearings: Ohio State Plane Network (North Zone)



- LEGEND**
- RR Spike Found
  - Iron Pin Found
  - Mag Nail Set
  - Mag Nail Found
  - Con Mon. Found
  - Section Corner

**German Township – Village of New Bremen  
Annexation Agreement**

This Annexation Agreement (this “*Agreement*”) is made at Auglaize County, Ohio, by and between the Board of Trustees for German Township, Auglaize County, Ohio (hereinafter referred to as “*Township*”), whose mailing address is 123 North Main Street, New Bremen, Ohio 45869, and the Village of New Bremen (hereinafter referred to as “*Village*”), whose mailing address is 214 North Washington Street, New Bremen, Ohio 45869.

**WITNESSETH:**

WHEREAS, Township and Village desire to establish an Annexation Agreement, as permitted under Ohio Revised Code Section 709.021, 709.022 and 709.192 for the development of certain real property (hereinafter referred to as “*Property*”), as more fully described in Exhibit A, attached hereto which property is situated in Township and partially owned by the Easthaven LLC, an Ohio limited liability company (“*Easthaven*”); and partially owned by CROWN EQUIPMENT CORPORATION (formerly CROWN CONTROLS CORPORATION, also known as CROWN CONTROL CORPORATION, also known as CROWN CONTROLS CORP.), an Ohio corporation, registered in Ohio, (Ohio Secretary of State Charter Number 200802), (“*Crown*”)

WHEREAS, the foregoing described Property is proposed for annexation to Village from Township; and

WHEREAS, Township and Village are desirous of entering into an annexation agreement which contemplates that the Property will be annexed into the Village, with provisions for allocation and/or sharing of tax revenues, and the cooperation for provision of other services to the Property; and

WHEREAS, both Township and Village residents will benefit from the provisions of this Agreement; and

WHEREAS, Township has agreed to enter into this Agreement, pursuant to a Resolution dated 12-30-2024 and adopted by the Township effective the 30<sup>th</sup> day of December, 2024, and the Village has agreed to enter into this Agreement by Ordinance No. 2024-12-31, effective the 13<sup>th</sup> day of January, 2025;

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and pursuant to the Ohio Revised Code, the parties agree as follows:

**ARTICLE 1**

**THE PROPERTY**

The Property shall consist of approximately 21.691 acres of parcels owned exclusively by Easthaven LLC, an Ohio limited liability company, and CROWN EQUIPMENT

CORPORATION (formerly CROWN CONTROLS CORPORATION, also known as CROWN CONTROL CORPORATION, also known as CROWN CONTROLS CORP.), an Ohio corporation, registered in Ohio, (Ohio Secretary of State Charter Number 200802), located in German Township, Auglaize County, Ohio as further described in Exhibit A, a map depicting said Property, which is incorporated herein by reference. The Property described in Exhibit A may only be amended by written agreement of the parties to this Agreement and the County.

## **ARTICLE 2**

### **ANNEXATION**

- A. The parties contemplate that the Property shall be annexed into the Village pursuant to and subject to the requirements of the Ohio Revised Code Chapter 709. Township agrees that the annexation of the Property may occur in one proceeding, or in several separate proceedings, in the discretion of the Village, and when the effected by the County as the Property owner. In the event of the failure of the annexation of the Property, this Agreement shall be null and void.
- B. In the event of any annexation of the Property into the Village, it is agreed that the Property shall be treated for tax purposes the same as all other parts of the Village located within German Township following the approval and acceptance of the annexation. The Township and Village shall fully cooperate with the State and Auglaize County officials to create an additional taxing district, if necessary.

## **ARTICLE 3**

### **COOPERATION OF THE TOWNSHIP**

- A. Township hereby assents to the annexation of the Property to Village. Township further agrees to authorize its designated representative to sign any petitions prepared by Village or its agents to agree to the annexation of any roadways or other property owned by it within the Property area.
- B. Township further agrees at the written request of the Village, to appear at any hearings before the County and assist the Village in the annexation of the Property, including providing testimony under oath that Township agrees to the annexation, if necessary.
- C. Township waives any objections to said annexation and waives any rights it may have to contest such annexation, including rights of appeal or injunctive relief, including but not limited to, any rights it may have under Section 709.07 or Chapter 2506 of the Ohio Revised Code.



## ARTICLE 4

### ALLOCATION OF TAX REVENUES

This Agreement is intended to provide Village, with the same allocation of tax revenues for the Property being annexed as all other portions of the City located within German Township.

In lieu of prorating tax revenues pursuant to Section 709.19 O.R.C., the Village agrees to pay the Township the sum of **\$5,000.00** within sixty (60) days of the passage of the Village Ordinance accepting the property proposed for annexation.

## ARTICLE 5

### POST ANNEXATION GOVERNMENTAL SERVICES

- A. Upon annexation, Village shall be solely responsible for the zoning of the Property.
- B. Village shall provide to the Property the following municipal services: fire and police protection, waste collection, building and code regulations, civil engineering, traffic engineering, street and road maintenance and repair, parks and recreation, fair employment, fair housing, community development and planning, housing inspection, health and environmental services, economic development and water and sanitary sewer services and municipal electric services, with cost being allocated pursuant to normal Village procedures. The parties agree that the Property is entitled to standard governmental services by Village in the same manner such services are provided to other areas of Village.
- C. The parties agree that the Property is entitled to standard fire protection and emergency medical services by Village and Township in the manner such services are provided to other areas of Village and Township.
- D. Village shall not require any Township representative, Township employee, school or non-profit organization to sign an annexation proxy or consent as a condition precedent to obtaining water service.
- E. All roadways within the Property that will have been the Township's responsibility to maintain and improve but for the annexation shall become the responsibility of Village to maintain and improve. This shall include routine road and street maintenance, including snowplowing, repairing of chuckholes and signage. This shall also include the cost of road capital improvements.

**ARTICLE 6**

**MEDIATION AND NOTICE OF CLAIMED BREACH**

In the event the parties have a dispute as to any of the terms or to the applicability of this Agreement, the parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediation process or, if they are unable to agree, to utilize whatever mediation process may then be in existence and used by the Auglaize County Common Pleas Court. Each party retains all legal rights available to them under this Agreement and under the law.

**ARTICLE 7**

**MUNICIPAL POWER**

Nothing in this Agreement shall be construed to be in derogation of the powers granted to municipal corporations by Article XVIII of the Ohio Constitution.

**ARTICLE 8**

**MODIFICATION**

This Agreement may not be modified except by official legislative action of both Village and Township.

**ARTICLE 9**

**LEGAL CONSTRUCTION**

In the event that any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not be affected by any other provision of this Agreement. The titles of the Articles of this Agreement are descriptive only and are not to be considered substantive provisions of this Agreement.

**ARTICLE 10**

**PRIOR AGREEMENTS SUPERSEDED**

This Agreement constitutes the entire agreement of the parties and supersedes any prior understandings, or previous oral or written agreements between the parties respecting the subject matter of this Agreement.

**ARTICLE 11**

**GOVERNING LAW**

This Agreement, and all the rights, duties and obligations of Village and Township, shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties hereunder are performable in Auglaize County, Ohio.

**ARTICLE 12**

**ASSIGNMENT**

This Agreement shall be binding upon and inure to the benefit of the parties, their agents, servants, officials, trustees, employees, representatives, assigns and successors.

*[Remainder of Page Intentionally Left Blank]*

In Witness Whereof, this Annexation Agreement is executed, in duplicate, at Auglaize County, Ohio, on the date set forth below.

The Village of New Bremen

By: [Signature]

Its Mayor: Robert Parker

Date: 1/13/2025

The Board of Trustees For  
German Township

By: [Signature]

By: [Signature]

By: [Signature]

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]  
Village Solicitor

[Signature]  
County Prosecutor