

IN THE MATTER OF AUTHORIZING BUDGET ADJUSTMENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th of May, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the Board has been requested to authorize a budget adjustment as follows:

MVGT Funds:
Amount: From: To:
\$9,933.52 002.0014.550100 (Contract Projects) 002.0015.550300 (Transfer Out)

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to complete the budget adjustment as mentioned above.

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

Adopted this
6th day of
May, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: County Auditor
Engineer

IN THE MATTER OF THE AUGLAIZE COUNTY COMMISSIONERS CERTIFYING TO THE AUGLAIZE COUNTY AUDITOR FOR THE K/Z AND SHARLON SEWAGE TREATMENT PLANT ASSESSMENTS TO BE PLACED ON THE TAX DUPLICATE FOR COLLECTION FOR TWENTY YEARS.

The Board of Auglaize County Commissioners met in regular session on the 6th day of May, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the County Engineer, updated the Auglaize County Board of Commissioners on the final construction costs and funding sources concerning the OPWC project (CM02V/CM03V), which involved the KZ and Sharlon Sewage Treatment Plants. All construction has been completed on both projects. The two projects were funded through one OPWC application with 40% grant and 60% loan. The loan is a 20 year, 0% interest loan that is to be repaid by the landowners within the two subdivisions; and,

WHEREAS, Auglaize County Engineer, Douglas Reinhart, presented to the Board of Auglaize County Commissioners a list of schedule of landowners which shows the owners, parcel information and their repayment amount due over the next twenty years. Sharlon (Fund 129) OPWC debt amount is \$17,550.58 and K/Z (Fund 128) OPWC debt amount is \$34,500.00; and,

WHEREAS, the County Engineer has requested that Auglaize County Commissioners certify to the Auglaize County Auditor the debt assessment of \$17,550.58 for the Sharlon (Fund 129) and the debt assessment of \$34,500.00 for the K/Z (Fund 128) be placed on the 2020 tax duplicates of land owners involved in the two projects for the next twenty years.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio, does hereby approve the placement of the debt assessment on the named landowners in both sewage treatment projects on the 2020 tax duplicates for collection for the next twenty years; and,

BE IT FURTHER RESOLVED that the debt assessment placed on the tax duplicate for 2020 is hereby levied and directed to be certified to the Auglaize County Auditor for collection in the manner prescribed by law.

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

Adopted this
6th day of
May, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

David Bambauer
David Bambauer

John N. Bergman
John N. Bergman

cc: ✓ Auglaize County Auditor
✓ Auglaize County Engineer

IN THE MATTER OF ENTERING INTO A TAX INCENTIVE AGREEMENT WITH THE NIDEC MINSTER CORPORATION.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of May, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on November 21, 1990, the Director of the Ohio Department of Development, did certify the Village of New Bremen and German Township as a Rural Enterprise Zone. On December 13, 1991, the Director of the Ohio Department of Development, did amend and certify the Villages of Minster and New Bremen; German and Jackson Townships as a Rural Enterprise Zone; and,

WHEREAS, the Board of County Commissioners did grant to the Village of Minster the authority to negotiate and administer the tax incentives available pursuant to the law; and,

WHEREAS, on November 13, 2018, Village of Minster provided the Board with an agreement which had been negotiated with the Nidec Minster Corporation.; and,

WHEREAS, said agreement was authorized by the Council of the Village of Minster on November 20, 2018; and,

WHEREAS, the Board was presented a revised Enterprise Zone Agreement and with the substantial parts of the agreement remaining the same and having reviewed the revised agreement, finds same to be in compliance with the County's Enterprise Zone Policy as adopted on February 11, 1988, amended April 14, 1988, September 13, 1994, February 24, 1998, and December 14, 2004; and,

WHEREAS, the Board continues to find that this project will have a positive impact on economic growth within the County as said project will involve a total investment of \$6,050,000.00 at the site. The Nidec Minster Corporation has elected to delay a portion of the project valued at \$2,400,000.00 for a new total investment of \$3,650,000.00 at the site; and,

WHEREAS, Nidec Minster Corporation is desirous of amending the Enterprise Zone Agreement to more accurately reflect the actual amount of investment made by Nidec Minster Corporation.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio, does hereby authorize the President of the Board, Douglas A. Spencer, to enter into the tax incentive agreement amendment with the Nidec Minster Corporation; and,

BE IT FURTHER RESOLVED that a copy of the agreement amendment be made a part of this Resolution; and,

BE IT FURTHER RESOLVED that the Clerk of the Board be instructed to forward a certified copy of this Resolution and a copy of the May 6, 2021 resolution to Nidec Minster Corporation; Village of Minster; ✓ County Auditor; Superintendent of Minster School System; Ohio Development Services Agency and the State ✓ of Ohio Tax Commissioner.

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

Adopted this
6th day of
May, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer
Douglas A. Spencer

David Bamber
David Bamber

John N. Bergman
John N. Bergman

attachment

cc: as noted above ✓✓✓✓✓

CERTIFICATION

I, as Clerk of the Board of County Commissioners, Auglaize County, Ohio, do hereby certify that the attached is a true and correct copy of Resolution No. #21-191 passed by the Board of County Commissioners of Auglaize County, Ohio, on May 6, 2021.

Esther Leffel, Clerk
Board of County Commissioners
Auglaize County, Ohio

Dated: _____

**AMENDED
ENTERPRISE ZONE AGREEMENT
NIDEC MINSTER CORPORATION**

This agreement made and entered into by and between the Village of Minster/Jackson Township Rural Enterprise Zone, the Township of Jackson, the Village of Minster and the County of Auglaize, Ohio (hereinafter referred to as the "Governmental Entities" and Nidec Minster Corporation., an Ohio Corporation with its main offices located at 240 West Fifth Street, Minster, Ohio 45865 (hereinafter referred to as the "Corporation").

WITNESSETH:

WHEREAS, the GOVERNMENTAL ENTITIES and the CORPORATION have entered into an Enterprise Zone Agreement dated November 20, 2018; and

WHEREAS, that Agreement stipulated that the CORPORATION would invest \$6,050,000.00 in the PROJECT; which was to be completed by May 2019; and

WHEREAS, the CORPORATION has elected to delay a portion of the project valued at \$2,400,000.00; and

WHEREAS, the CORPORATION is desirous of amending the Enterprise Zone Agreement to more accurately reflect the actual amount of investment made by the CORPORATION in the PROJECT.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the original enterprise zone agreement Section 1 shall be amended to read as follows:

1. Nidec Minster Corporation shall construct the proposed project. The PROJECT will involve a total investment by Nidec Minster Corporation of three million, six hundred and fifty thousand dollars (\$3,650,000.00) at the site. The PROJECT will begin November 2018, and all acquisition, construction and installation will be completed by May 2019.

All other sections of the original enterprise zone agreement entered into by the parties shall remain in effect and enforced.

IN WITNESS WHEREOF, the Village of Minster by its Mayor and the County of Auglaize, Ohio, by its

President of the Board of County Commissioners have caused this instrument to be executed this

6th day of May 2021 and Nidec Minster Corporation, by its President, has caused this instrument to be executed on this 6th day of May 2021.

Auglaize County, Ohio

BY: 
President

Village of Minster, Ohio

BY: 
Mayor

Nidec Minster Corporation

BY: 
President

IN THE MATTER OF APPROVING THE KNOW YOUR NUMBER WORKSITE WELLNESS PROGRAM AGREEMENT BETWEEN JOINT TOWNSHIP DISTRICT MEMORIAL HOSPITAL (JTDMH) AND AUGLAIZE COUNTY.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of May, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, Joint Township District Memorial Hospital (JTDMH) provides a health promotion program designed for the workplace called Know Your Number and Auglaize County would like to retain JTDMH to provide the services described herein (the “Know Your Number Services”) to its employees and spouses; and,

WHEREAS, the initial term of the Agreement shall be for 12 months beginning on the April 1, 2021 (the “Effective Date”). The initial contract rate is guaranteed for one year; and,

WHEREAS, Auglaize County shall pay JTDMH the following fees for the Know Your Number Services:
• \$60 (Premium – Know Your Numbers) per registered participant per Screening performed by JTDMH.

THEREFORE BE IT RESOLVED, that the Board of County Commissioners, Auglaize County, Ohio does hereby approve the Know Your Numbers Worksite Wellness Program Agreement as mentioned above; and,

BE IT FURTHER RESOLVED that the Board authorizes the President of the Board to execute said agreement.

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

Adopted this
6th day of
May, 2021

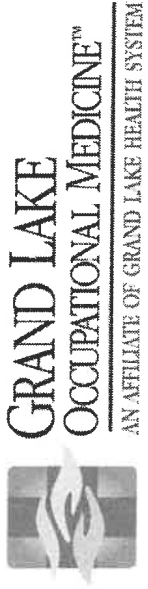
BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer Yes
Douglas A. Spencer

David Bambauer Yes
David Bambauer

John N. Bergman Yes
John N. Bergman

cc: JTDMH



KNOW YOUR NUMBER
WORKSITE WELLNESS PROGRAM AGREEMENT
BETWEEN
Joint Township District Memorial Hospital AND Auglaize County

This agreement (the “Agreement”) is made and entered into as of April 01, 2021 (the “Effective Date”), by and between Joint Township District Memorial Hospital (“JTDMH”), and the company noted above (“Company”).

The parties agree as follows:

1. Introduction

JTDMH provides a *Wellness Education* program designed for the workplace called *Know Your Number*. The Company would like to retain JTDMH to provide the services described herein (the “*Know Your Number Services*”) to its employees (*and spouses, optional*). JTDMH is willing to provide the *Know Your Number Services* on the terms and conditions of this Agreement.

2. *Know Your Number Services*

- A. Consultation and assistance to the Company in the design and implementation of a workplace wellness program, to include the following benchmarks, as designed by the Wellness Council of America:
 - 1) Capturing senior level support
 - 2) Creating a wellness team and/or leader
 - 3) Collecting data to drive a results-oriented wellness initiative
 - 4) Crafting an annual operating plan
 - 5) Creating a supportive health promoting environment
 - 6) Choosing appropriate interventions
 - 7) Carefully evaluating program outcomes

- B. Performance of annual on-site health screenings, which will include the provision of Health Risk Assessments (“HRAs”), biometrics and/or lab screening tests (a “Screening” or collectively, “Screenings”), as described in the attached Addendum A. Each participant will receive an individualized report of the participant’s Screening results through the web portal, which the participant may print or save as a pdf file. The Company will receive summary reports that compile the results from all Screenings (minimum of 30 participants required to produce these summary reports). These summary reports will include aggregate data only and will not disclose any individual employee health risks. The findings will be presented to the Company, along with



- recommendations for health promotion activities and interventions appropriate for your workplace and employee population.
- C. Regular on-site visits from a *Wellness Education* Coordinator to provide continuing support to the Company's wellness leader and/or team in the development of interventions, wellness challenges, incentives, workplace policies, etc. The *Wellness Education* Coordinator will also assist in the development of tools to collect data on employee interests, participation, satisfaction and outcome of the Company's wellness initiatives and activities.

3. **Responsibilities of Company Client:**

- A. The Company shall provide adequate space and facilities as may be required for the planning and implementation of program development meetings, group education sessions, Screenings and individual consultations.
- B. The Company will work with JTDMMH to schedule an appropriate date and time for the Screenings. The Company shall, no later than fourteen (14) days prior to the scheduled Screenings, provide JTDMMH with a written estimate of the number of individuals expected to participate to assure proper staffing levels. A minimum of 10 participants is required in order to provide an on-site screening. Cancellations of on-site screenings must be received a minimum of 10 days in advance to avoid a cancellation fee.
- C. The Company shall pay for the *Know Your Number* Services, as set forth in Section 4 below.
- D. The Company shall cooperate fully with JTDMMH in implementing and fulfilling its obligations under this Agreement, including but not limited to, notifying employees of the *Know Your Number* Services offered by JTDMMH and providing necessary internal and external publications and communications appropriate for the promotion of the *Know Your Number* Services. JTDMMH will provide sample materials, posters and flyers to assist in these efforts. The Company shall seek and obtain written approval from JTDMMH before distributing any written communication materials that identify JTDMMH by name, logo or other mark.
- E. The Company shall provide JTDMMH with a secure electronic eligibility file if requested of all covered employees (and spouses, if applicable), along with such information as is necessary to enable JTDMMH to verify the identity of employees (and spouses, if applicable) eligible to receive the *Know Your Number* Services.
- F. It is the sole responsibility of the Company to ensure that its wellness program is in compliance with applicable federal, state and local laws and regulations including, but not limited to, ERISA, HIPAA, ADA, GINA, and the IRC.
- G. The Company shall have sole responsibility for deciding any claims and appeals that arise under its wellness program. JTDMMH does not and will not process, decide or otherwise take action with respect to any claims or appeals arising from the Company's wellness program.
- H. The Company acknowledges that JTDMMH is not obligated to and shall not (i) serve in the capacity of a fiduciary under ERISA; or (ii) exercise any discretionary authority with respect to the design, implementation or administration of the Company's wellness program.



4. **Service Fees:**

The Company shall pay JTDMH the following fees for the *Know Your Number Services*:

- x \$60 (Premium - Know Your Numbers) per registered participant per Screening performed by JTDMH

Payment shall be due within thirty (30) days of the date of the invoice.

The initial contract rate is guaranteed for one year. JTDMH will give the Company at least fort five (45) days advance notice of any change in rates thereafter, which will be mutually agreed upon in writing by both parties.

5. **Miscellaneous:**

- A. Each party shall be solely responsible for its own acts and omissions and those of its directors, officers, employees, and agents in performance of services pursuant to this Agreement.
- B. No assignment of the Agreement or delegation of any duty or obligation of performance hereunder shall be made in whole or in part by either party without the prior written consent of the other party. Notwithstanding the foregoing, JTDMH may engage subcontractors to perform certain of the *Know Your Number Services* but, absent Company's written consent otherwise, shall remain responsible for such services under the Agreement.
- C. The Agreement may only be amended by a writing executed by both parties.
- D. The initial term of the Agreement shall be for 12 months beginning on the Effective Date. Thereafter, the Agreement shall automatically renew on the one-year anniversary of the Effective Date, and each one-year anniversary thereafter unless either party notifies the other in writing of its intent not to renew at least 30 days prior to the end of the term then in progress, in which case the Agreement shall terminate at the end of the term then in progress.
- E. Either party may terminate the Agreement for any reason by providing 90 days prior written notice to the other party.
- F. The Agreement (including all attachments hereto) contains the entire agreement of the parties and there are no other promises or conditions applicable hereto with respect to its subject matter whether oral or written. The Agreement supersedes any prior written or oral agreements or understanding between the parties with respect to the subject matter hereof. JTDMH's only obligations in connection with this Agreement shall be as expressly set forth herein and JTDMH makes no other representations or warranties, express or implied.



- G. The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- H. To the extent not preempted by federal law, the laws of the State of Ohio shall govern the construction and administration of the Agreement.
- I. Any legal action arising out of or related to the Agreement shall be brought exclusively in the Auglaize County Court of Common Pleas or the federal district court with territorial jurisdiction of Auglaize County, Ohio.
- J. The Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.
- K. The Agreement is not intended to create, nor shall it be deemed or construed to create, an exclusive relationship between the parties. Further, the relationship between the parties shall be that of independent contractors.
- L. Neither party shall be liable for failure to perform any duty or obligation that such party may have under the Agreement where such failure has been caused by any event, foreseen or unforeseen, outside the reasonable control of such party that renders performance impossible or impracticable, including but not limited to, acts of God, terrorist acts, fire, strike, inevitable accident, war, or any other like event (collectively, "Force Majeure Event"), but only to the extent prevented by the Force Majeure Event.
- M. JTDMH and its subcontractor(s), if any, and their respective officers, directors, employees, agents or affiliates shall not be liable to the Company for any special, exemplary, incidental, consequential or punitive damages, whether in contract, warranty, tort, strict liability or otherwise.
- N. All notices required or provided pursuant to the Agreement (including, but not limited to invoices), shall be sent by first-class U.S. mail, email, fax, or national courier service to the following individuals and addresses for the respective parties:



If to JTDMH, addressed to: Wellness Education Coordinator, 200 St. Clair Avenue, St. Marys, Ohio, 45885.

If to Company, addressed to: Auglaize County, 209 S. Blackhoof Street, Room 201 Wapakoneta, OH 45895

JOINT TOWNSHIP DISTRICT MEMORIAL HOSPITAL

Approved by: Liz Obringer on 5/3/2021

Liz Obringer RN MSN
Wellness Educator Coordinator

Auglaize County

Approved by: *Douglas A. Spencer* on 5/6/2021
Signature

Douglas A. Spencer
Printed name
BOCC President
Title



ADDENDUM A

Service	Additional Fee
Standard Screening: Health Risk Assessment, Lipid with Glucose, Biometrics	No additional fee; included with \$60.00 Know Your Number fee
Aggregate Report	\$250.00
Osteo Screenings	\$54.00/hour/station
Hemoglobin A1C	\$26.00/person (optional self-pay)
Thyroid Panel	\$50.00/person (optional self-pay)
C Reactive Protein	\$24.00/person (optional self-pay)
PSA (for men over 40)	\$45.00/person (optional self-pay)
Hepatitis C Virus Antibody	\$50.00/person (optional self-pay)
Vitamin D	\$40.00/person (optional self-pay)
SARS Co V-2 IgG Antibody Testing	\$65.00/ person (optional self-pay)

WELLNESS EDUCATION COORDINATOR & CONTACT INFORMATION

Liz Obringer RN MSN- Wellness Educator Coordinator

Joint Township District Memorial Hospital Affiliate of the Grand Lake Health System 419 394-3335 Ext 1422
eobringer@jtdmh.org

IN THE MATTER OF AUTHORIZING PAYMENT IN THE AMOUNT OF \$2,750.00 FOR THE 2021 PETROLEUM UNDERGROUND STORAGE TANK (UST) FINANCIAL ASSURANCE FUND FEE.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of May, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, pursuant to Ohio Revised Code Section 3737.91, the County is required to pay the 2021 Petroleum Underground Storage Tank (UST) Financial Assurance Fund Fee; and,

WHEREAS, said fee is \$550.00 per petroleum underground storage tank owned by the County; and,

WHEREAS, the county owns five (5) petroleum underground storage tanks, three of which are located at the Neil Armstrong Airport at corporate hangars and two of which are located at the County's garage.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners, Auglaize County, Ohio does hereby authorize the payment in the amount of \$2,750.00 to the State of Ohio U.S.T. fund for the County's 2021 Petroleum Underground Storage Tank (UST) Financial Assurance Fund Fee; and,

BE IT FURTHER RESOLVED that the Board directs the Clerk of the Board to make proper payment to the State of Ohio U.S.T. Fund and submit an invoice for reimbursement to those applicable tenants for the annual tank registration fee pursuant to such tenant's lease agreement.

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

Adopted this
6th day of
May, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO


Douglas A. Spence


David Bambauer


John N. Bergman

- cc: County Engineer Dept.
✓ Petro UST Release Compensation Board
✓ Auglaize County Airport Authority
✓ Clerk of the Board

IN THE MATTER OF AUTHORIZING A TRANSFER OF FUNDS FROM MVGT FUND TO THE APPROPRIATE OPWC DEBT FUND AS REQUESTED BY THE COUNTY ENGINEER.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of May, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, the following correspondence was received by the Board of County Commissioners:

To Board of County Commissioners

May 1, 2021

The "Transfer from MVGT for engineer fees" shown under "OPWC Loan Totals" heading on the attached summary sheet is the result of an error. After reviewing the OPWC application, the project is not permitted to pay for engineering services. On 12/10/2019, a transfer of funds at an amount of \$9,933.52 was made to MVGT account to pay for engineering fees for these two projects, as we typically do on petition ditch projects. This transfer is not allowable with the grant/loan that was received through OPWC. Therefore, please authorize the County Auditor to transfer \$9,933.52 from MVGT account, 002.0015.550300, into the Sharon Debt account Fund (129) to pay the remaining balance of the loan.

TRANSFER

002.0015.550300 (Transfer Out) TO 129.0100.400300 (Transfer In) \$9,933.52

Respectfully submitted,
s/Douglas Reinhart, P.E., P.S.
Auglaize County Engineer
Auglaize County Sanitary Engineer

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Auglaize County, Ohio does hereby authorize the County Auditor to make the above mentioned transfer of funds from the MVGT Fund to the OPWC Sharon Sewer Debt Fund (129), as mentioned in the request from the County Engineer.

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

Adopted this
6th day of
May, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: County Auditor
County Engineer

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 6th day of May, 2021.

Commissioner Bergman 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 No.</u>	<u>Amount</u>	<u>Vendor</u>
451338	\$6,800.00	Commercial Communications

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

Adopted this
6th day
May, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer, Yes
Douglas A. Spencer

David Bambauer, yes
David Bambauer

John N. Bergman, yes
John N. Bergman

cc: County Auditor

IN THE MATTER OF GRANTING AN ANNEXATION OF 142.50 ACRES, MORE OR LESS, TO THE VILLAGE OF CRIDERSVILLE FROM DUCHOUQUET TOWNSHIP; PETITIONED BY THE CROSSROADS OF NORTHWEST OHIO, LLC; FILED BY J. GRANT NEAL, AGENT.

The Board of County Commissioners of Auglaize County, Ohio met in regular session on the 6th day of May, 2021.

Commissioner Bergman moved the adoption of the following:

RESOLUTION

WHEREAS, on May 5, 2021, a petition for annexation of a total of 142.50 acres, more or less, was filed as an Expedited Type 1, with the Office of the Board of County Commissioners by J. Grant Neal; 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 142.50 acres, more or less, to the Village of Cridersville as petitioned by the Crossroads of Northwest Ohio, LLC filed by J. Grant Neal, Agent, by pursuant to ORC Section 709.022.

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

Adopted this
6th day of
May, 2021

BOARD OF COUNTY COMMISSIONERS
AUGLAIZE COUNTY, OHIO

Douglas A. Spencer yes
Douglas A. Spencer

David Bambauer yes
David Bambauer

John N. Bergman yes
John N. Bergman

cc: County Auditor
County Engineer
J. Grant Neal, Agent
Duchouquet Township Trustees
Village of Cridersville

RECEIVED

MAY - 5 2021

Board of
County Commissioners

PETITION FOR ANNEXATION

To: Board of County Commissioners, Auglaize County, OH

The undersigned, The Crossroads of Northwest Ohio, LLC, hereby petitions for annexation of the below referenced parcels under Ohio Revised Code sections 709.21 and 709.22.

The parcels that are to be annexed into the Village of Cridersville are particularly described and depicted in Exhibits A, B, and C of the Annexation Agreement attached hereto. The territory proposed to be annexed is contiguous territory to the Village of Cridersville. The Crossroads of Northwest Ohio is the 100% owner each of these parcels. 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 of the territory proposed to be annexed will outweigh the detriments to the territory proposed to be annexed and the surrounding area, if the petition is granted.

Therefore, The Crossroads of Northwest Ohio, LLC respectfully requests that the parcels described in Exhibits A, B, and C of the Annexation Agreement attached be annexed into the Village of Cridersville.

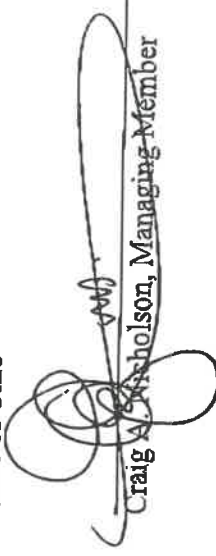
The undersigned, Craig A. Nicholson, is the managing member of The Crossroads of Northwest Ohio, LLC, and authorized to sign on behalf of that entity.

The undersigned hereby appoints and designates Grant Neal, 540 W. Market St. Lima, OH 45801, as agent for the petitioner

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

Dated: May 03, 2021

THE CROSSROADS OF NORTHWEST OHIO, LLC
a limited liability company organized under the laws of the
State of Ohio


Craig A. Nicholson, Managing Member

I hereby accept the designation as agent for the petitioner, dated this 5 day of May, 2021.


J. Grant Neal

ANNEXATION AGREEMENT
(Expedited Type One Annexation)

This Agreement is entered into this 30 day of March, 2021 between the Village of Cridersville, Ohio (the "Village") and the Board of Trustees of Duchouquet Township, Auglaize County, Ohio (the "Township"), pursuant to R.C. 709.021, 709.022 and 709.192.

WHEREAS, The Crossroads of Northwest Ohio, LLC (the "Petitioners"), owners of the real estate in the territory hereinafter described (the "Property"), desires 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 Resolution 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 parcels B0503603600 (see "Exhibit A," attached), B0503600300 (see "Exhibit B," attached), and B0503600100 (see "Exhibit C," attached), located in Duchouquet Township, Auglaize County, Ohio.

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.

6. Severability. In the event any one or more of the provision 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 provision 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.

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

8. 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.

9. 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.

Signed and acknowledged:

THE VILLAGE OF CRIDERSVILLE

By: Rick Walls
Rick Walls
Its Mayor

THE BOARD OF TRUSTEES FOR
DUCHOUQUET TOWNSHIP

By: Rick Plabe
Rick Plabe, Trustee
By: Bruce Rohrbacher
Bruce Rohrbacher, Trustee
By: Dwight Steinke
Dwight Steinke, Trustee

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Angela Elliott
Village Solicitor
Edwin A. Pierce
Auglaize County Prosecutor

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Signed and acknowledged:

THE VILLAGE OF CRIDERSVILLE

By: _____
Rick Walls
Its Mayor


THE BOARD OF TRUSTEES FOR
DUCHOUQUET TOWNSHIP

By: _____
Rick Place, Trustee

By: _____
Bruce Rohrbacher, Trustee

By: _____
Dwight Steinke, Trustee

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


Angela Elliott
Village Solicitor

Edwin A. Pierce
Auglaize County Prosecutor

EXHIBIT A

Situate in the Township of Duchouquet, County of Auglaize and State of Ohio, to-wit:

The west half of the southwest quarter of Section 36, Town 4 South, Range 6 East, save and except 10 acres of uniform width off of the north end thereof heretofore sold to H. R. and Velma Howell, as evidence by deed recorded in volume 140, page 160, Deed Records of Auglaize County, Ohio, leaving 70 acres, more or less, but subject to legal highways.

Subject to easements and restrictions of record or in use on the premises.

Situated in the Township of Duchouquet, County of Auglaize, and State of Ohio:

The north ten (10) acres of the west half of the southwest quarter of Section Thirty-six (36), Town Four (4) South, Range Six (6) East, more particularly described as follows, to-wit:

Commencing at the northeast corner of the said west half of the Southwest quarter; thence south on the quarter section line twenty (20) rods; thence west parallel with the half section line eighty (80) rods to the north and south section line; thence north on the north and south section line twenty (20) rods to a point, said point being the north-west corner of said eighty acre track; thence east on the east and west half section line eighty (80) rods to the place of beginning,

SAVE AND EXCEPT THEREFROM 385.00 feet to uniform width off of the entire East side thereof.

Containing after said exception 7.08 acres of land, more or less.

Subject to easements and restrictions of record or in use on the premises.

Parcel No. B0503603600

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EXHIBIT B

Situated in the County of Auglaize, State of Ohio and Township of Duchouquet, to wit: Commencing at a point 38-2/3 rods West of the Northeast corner of the South part of the West one-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 96 rods; thence West 41-1/3 rods; thence North 96 rods; thence East 41-1/3 rods to the place of beginning, containing 24-4/5 acres of land, more or less. Subject to right-of-way of Shell Petroleum Corporation.

SAVE AND EXCEPT:

A parcel of land in the northwest quarter of Section 36, Town 4 South, Range 6 East, more particularly described as follows:

Commencing at the intersection of the centerline of the National Road with the centerline of the Mudsock Road; thence West along the centerline of the National Road 905 feet to the place of beginning, thence South with an interior angle of 88 deg. 45 min. a distance of 200 feet to a stake; thence West 100 feet to a stake; thence North 200 feet to the centerline of the National Road; thence East along the centerline of the National Road, 100 feet to the place of beginning.

Property Address: 17020 National Road, Wapakoneta, Ohio 45895

Parcel No.: B05-03600300

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EXHIBIT C

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

5 acres of land, more or less, off of the west side of the west part of the northwest part of the northwest quarter of the northwest quarter of section number 36, township 4 south, range 6 east, Duchouquet Township, Auglaize County, Ohio, more fully described as follows: Commencing at the northwest corner of said section 36, and running thence south on the west line of said section 64 rods to the center of the Cridersville Pike; thence east in the center of said Pike 196.25 feet; thence north on a line parallel with the west line of said section 64 rods more or less to the north line of said section; thence west on said north line, it being also the county line between Auglaize and Allen Counties, 196.25 feet to the place of beginning containing 5 acres of land, more or less, subject to all legal highways.

Permanent Parcel No. B05-036-001-00

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