

Subject: Meeting Minutes – Approved – March 14, 2023

Dr. Xenikis moved to approve the March 14, 2023 meeting minutes.

Following a second from Mr. Wallace the result of the roll call was: Mr. Forrest, yes, Dr. Xenikis, yes, and Mr. Wallace, yes.

Subject: Bills – Approved – Approved

After reviewing each of the purchase orders, then and nows, and vouchers listed above, Dr. Xenikis moved to approve all purchase orders and allow payment of all then and nows and vouchers.

Following a second from Mr. Wallace the result of the roll call was: Mr. Forrest, yes, Dr. Xenikis, yes, and Mr. Wallace, yes.

Subject: Appropriation – Approved – Courthouse Supplies

Dr. Xenikis moved to approve the appropriation per unappropriated funds for the following:

Appropriate: Courthouse Supplies (1000-A04B-5-0030) in the amount of \$1,505.58.

Following a second from Mr. Wallace the result of the roll call was: Mr. Forrest, yes, Dr. Xenikis, yes, and Mr. Wallace, yes.

Subject: Appropriation – Approved – Commissioners Advertising

Dr. Xenikis moved to approve the appropriation per unappropriated funds for the following:

Appropriate: Commissioners Advertising (1000-A01A-5-0041) in the amount of \$5,000.00.

Following a second from Mr. Wallace the result of the roll call was: Mr. Forrest, yes, Dr. Xenikis, yes, and Mr. Wallace, yes.

Subject: Appropriation – Approved – Commissioners Professional Services

Dr. Xenikis moved to approve the appropriation per unappropriated funds for the following:

Appropriate: Commissioners Professional Services (1000-A01A-5-0045) in the amount of \$50,000.00.

Following a second from Mr. Wallace the result of the roll call was: Mr. Forrest, yes, Dr. Xenikis, yes, and Mr. Wallace, yes.

Subject: Increase PO Funding – Approved – Commissioners Professional Services

Dr. Xenikis moved to approve the increase of PO funding for the following:

Increase: Commissioners Professional Services (1000-A01A-5-0045) PO #3237 in the amount of \$50,000.00.

Following a second from Mr. Wallace the result of the roll call was: Mr. Forrest, yes, Dr. Xenikis, yes, and Mr. Wallace, yes.

Subject: Appropriation – Approved – Commissioners Other

Dr. Xenikis moved to approve the appropriation per unappropriated funds for the following:

Appropriate: Commissioners Other (1000-A01A-5-0046) in the amount of \$176,090.51.

Following a second from Mr. Wallace the result of the roll call was: Mr. Forrest, yes, Dr. Xenikis, yes, and Mr. Wallace, yes.

Subject: Increase PO Funding – Approved – Commissioners Other

Dr. Xenikis moved to approve the increase of PO funding for the following:

Increase: Commissioners Other (1000-A01A-5-0046) PO # 3206 in the amount of \$176,090.51.

Following a second from Mr. Wallace the result of the roll call was: Mr. Forrest, yes, Dr. Xenikis, yes, and Mr. Wallace, yes.

Subject: Appropriation – Approved – Probate

Dr. Xenikis moved per the request of Chris Brown, Probate Judge, to approve the appropriation per unappropriated funds for the following:

Appropriate: Probate (2047-B400-5-0045) in the amount of \$8,000.00.

MADISON COUNTY  
PROBATE AND JUVENILE COURT  
1 NORTH MAIN, ROOM 105  
LONDON, OHIO 43140  
2023 MAR 20 AM 10:07

Christopher J. Brown, Judge

March 17, 2023

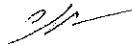
Mr. Tony Xenikis  
Mr. Mr. Mark Forrest  
Mr. Chris Wallace  
Board of Commissioners  
Madison County Courthouse  
London, Ohio 43140

Dear Board of Commissioners:

Per the request of Probate/Juvenile Court. Please appropriate funding from unappropriated funds in the amount of \$8,000.00, account #2047-B400-50045.

Thank you for your assistance in this matter.

Sincerely,



Christopher J. Brown, Judge

Following a second from Mr. Wallace the result of the roll call was: Mr. Forrest, yes, Dr. Xenikis, yes, and Mr. Wallace, yes.

Subject: Increase Funding – Approved – Family Council

Dr. Xenikis moved per the request of Sherry Baldwin, Family Council Fiscal Officer, to approve the following:

Reactive account (7061-0000-11010) and change name to Prevention Triple P Parenting.  
New Grant Budget (7061-0000-11010) currently \$0 budget – New Grant funding received.  
Establish New Budget – (7061-0000-11010) in the amount of \$24,000.00.

Increase: Receipt (7061-0000-4-0100) by \$24,000.00.  
Increase: Expenditure (7061-T897-5-0140) by \$24,000.00.

(7062-0000-11010) – Receive transfer a new grant allocation from account 7061 to reimburse for salary and services related to Tripe P Parenting program.

Increase the budget for account (7062-0000-11010) by \$24,000.00.  
Increase Receipt (7062-0000-40400) by \$24,000.00.  
Increase Expenditure (7062-T897-50140) by \$24,000.00.



*Strengthening Families Through Community Collaboration*

March 17, 2023

Madison County Auditor  
1 North Main St.  
London, Ohio 43140

To Whom It May Concern:

I request that account 7061-0000-11010 be reactivated and that the name of the account be changed to Prevention Triple P Parenting

**7061-0000-11010 (Currently \$0 Budget)—New Grant funding received**

Please establish a new budget for account 7061-0000-11010 of \$24,000.00  
Please increase the Receipt line item 7061-0000-40100 by \$24,000.00  
Please increase the Expenditure line item 7061-T897-50140 by \$24,000.00

**7062-0000-11010—Receive transfer of new grant allocation from account 7061 to reimburse for salary and services related to Triple P Parenting program.**

Please increase the budget for account 7062-0000-11010 by \$24,000.00  
Please increase the Receipt line item 7054-0000-40400 by \$24,000.00  
Please increase the Expenditure line item 7054-T894-50140 by \$24,000.00

Respectfully  
*Sherry R. Baldwin*

Sherry R. Baldwin  
Fiscal Operations  
Madison County Dept. of  
Family and Children

Cc: Madison County Commissioners

Following a second from Mr. Wallace the result of the roll call was: Mr. Forrest, yes, Dr. Xenikis, yes, and Mr. Wallace, yes.

## Sissy Wiseman

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**From:** Sissy Wiseman  
**Sent:** Monday, March 27, 2023 1:12 PM  
**To:** Sherry Baldwin  
**Subject:** FW: Correction in minutes

Just received this information.

Thanks.

Sissy Wiseman

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**From:** Sissy Wiseman  
**Sent:** Monday, March 27, 2023 1:12 PM  
**To:** Rob Slane <[Rob.Slane@madison.oh.gov](mailto:Rob.Slane@madison.oh.gov)>  
**Subject:** RE: Correction in minutes

Will do.

Sissy Wiseman

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**From:** Rob Slane <[Rob.Slane@madison.oh.gov](mailto:Rob.Slane@madison.oh.gov)>  
**Sent:** Monday, March 27, 2023 1:11 PM  
**To:** Sissy Wiseman <[Sissy.Wiseman@madison.oh.gov](mailto:Sissy.Wiseman@madison.oh.gov)>  
**Subject:** RE: Correction in minutes

The Commissioners can make an amendment to those minutes tomorrow. Please bring it up.

**Rob Slane, ICMA-CM, MBA**  
**Madison County Administrator**  
Madison County Commissioners Office  
1 North Main St | London, OH 43140  
Office 740.852.2972 | Mobile 614.314.8457



**LinkedIn**



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**From:** Sissy Wiseman <[Sissy.Wiseman@madison.oh.gov](mailto:Sissy.Wiseman@madison.oh.gov)>  
**Sent:** Monday, March 27, 2023 9:46 AM  
**To:** Rob Slane <[Rob.Slane@madison.oh.gov](mailto:Rob.Slane@madison.oh.gov)>  
**Subject:** FW: Correction in minutes

Sherry Baldwin is inquiring about this. Let me know what you recommend.

Sissy Wiseman

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**From:** Sissy Wiseman  
**Sent:** Wednesday, March 22, 2023 12:21 PM  
**To:** Rob Slane <[Rob.Slane@madison.oh.gov](mailto:Rob.Slane@madison.oh.gov)>  
**Subject:** FW: Correction in minutes

Let me know what you recommend.  
Sissy Wiseman

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**From:** Sherry Baldwin <[Sherry.Baldwin@madison.oh.gov](mailto:Sherry.Baldwin@madison.oh.gov)>  
**Sent:** Wednesday, March 22, 2023 12:00 PM  
**To:** Sissy Wiseman <[Sissy.Wiseman@madison.oh.gov](mailto:Sissy.Wiseman@madison.oh.gov)>  
**Cc:** Jamie Kemper <[jamie.kemper@madison.oh.gov](mailto:jamie.kemper@madison.oh.gov)>  
**Subject:** FW: Correction in minutes

Here is a copy showing correct accounts  
Sherry

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**From:** Sherry Baldwin  
**Sent:** Wednesday, March 22, 2023 11:57 AM  
**To:** Sissy Wiseman <[Sissy.Wiseman@madison.oh.gov](mailto:Sissy.Wiseman@madison.oh.gov)>  
**Cc:** Jamie Kemper <[jamie.kemper@madison.oh.gov](mailto:jamie.kemper@madison.oh.gov)>  
**Subject:** Correction in minutes

Hello Sissy,

When Jamie received the copy of my budget revision she found an error I had made by copying and pasting from a previous request.

For Account 7062  
The Receipt line item should have read 7062-0000-40400. This is a new receipt line item to receive transfers  
The Expenditure line item should have read 7062-T897-50140.

The amounts remain the same.

Can you just update the minutes with these corrections, or would you like me to send a revised request to the auditors.

Thanks for your help, as always.

*Sherry Baldwin*  
Fiscal Operations  
Madison County Dept. of Family and Children  
200 Midway Street  
P.O. Box 624  
London, Ohio 43140





*Strengthening Families Through Community Collaboration*

March 17, 2023

Madison County Auditor  
1 North Main St.  
London, Ohio 43140

To Whom It May Concern:

I request that account 7061-0000-11010 be reactivated and that the name of the account be changed to Prevention Triple P Parenting

**7061-0000-11010 (Currently \$0 Budget)—New Grant funding received**

**Please establish a new budget for account 7061-0000-11010 of \$24,000.00**

Please increase the Receipt line item 7061-0000-40100 by \$24,000.00

Please increase the Expenditure line item 7061-T897-50140 by \$24,000.00

**7062-0000-11010—Receive transfer of new grant allocation from account 7061 to reimburse for salary and services related to Triple P Parenting program.**

**Please increase the budget for account 7062-0000-11010 by \$24,000.00**

Please increase the Receipt line item 7054-0000-40400 by \$24,000.00 *-7062-0000-40400*

Please increase the Expenditure line item 7054-T894-50140 by \$24,000.00 *-7062-T897-50140*

Respectfully

*Sherry R. Baldwin*

Sherry R. Baldwin  
Fiscal Operations  
Madison County Dept. of  
Family and Children

Cc: Madison County Commissioners

Subject: Resolution – Approved – Oak Run Solar Project

Dr. Xenikis moved to approve the resolution for the following:

The Madison County Board of Commissioners conclude that the Oak Run Solar Project does not comply with the public interest, convenience, and necessity of Madison County and hereby formally oppose the project.

Following a second from Mr. Wallace the result of the roll call was: Mr. Forrest, no, Dr. Xenikis, yes, and Mr. Wallace, yes.

\*Note - Mr. Forrest mentioned the resolution will show how it was voted.\*

\*Note: - This is the resolution that is sent to the Ohio Power Siting Board, prior to the public hearing and AD Hoc Committee.\*

\*Note – Mr. Forrest also mentioned that he opposed this resolution because of the potential economic and commercial growth for Madison County if that was to proceed.\*

Subject: Petition for Annexation – Accept – Village of Plain City

Dr. Xenikis moved to accept the Expedited Type II Petition For Annexation (Pursuant to R.C. Section 709.023 To The Village of Plain City Of ± 122.468 Acres In The Township of Darby.

Petition

MADISON COUNTY  
COMMISSIONERS  
MAR 16 AM 9:55

**EXPEDITED TYPE II PETITION FOR ANNEXATION  
(PURSUANT TO R.C. SECTION 709.023)  
TO THE VILLAGE OF PLAIN CITY  
OF ±122.468 ACRES  
IN THE TOWNSHIP OF DARBY**

*TO THE BOARD OF COUNTY COMMISSIONERS  
OF MADISON COUNTY, OHIO:*

The undersigned, being ALL OF THE OWNERS OF REAL ESTATE in the territory hereinafter described in Exhibit "A", consisting of ±122.468 acres, more or less, located in the Township of Darby, Madison County, Ohio, which area is contiguous along 1,813.43 feet or 15.4% and adjacent to the Village of Plain City, do hereby respectfully petition the Board of Madison County Commissioners that said territory be annexed to the Village of Plain City according to the statutes of the State of Ohio, and specifically the expedited procedure specified in Ohio Revised Code Section 709.023.

The number of owners within the area is Five (5)

1. Attached to this petition and made part hereof is a full legal description of the area to be annexed, marked as Exhibit "A".
2. Attached to this petition and made part hereof is an accurate map of the area to be annexed, marked as Exhibit "B".
3. Attached to this petition and made part hereof is a list of parcels in the area to be annexed and adjacent territory that includes the name of the owner, mailing address of owner and permanent parcel number, marked as Exhibit "C".

The undersigned petitioners do hereby designate Aaron Underhill, Esq., David Hodge, Esq., Eric Zartman, Esq., and William Ghidotti, Esq., attorneys, as their agents ("Agents") as required by Revised Code Section 709.02(C)(3), with full power and authority hereby granted to each said Agent individually to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this petition. Agents' contact information is as follows: Underhill & Hodge LLC, 8000 Walton Parkway, Suite 260, New Albany, Ohio 43054; Phone: (614) 335-9320, Fax: (614) 335-9329; and e-mail: [aaron@uhlfirm.com](mailto:aaron@uhlfirm.com), [david@uhlfirm.com](mailto:david@uhlfirm.com), [eric@uhlfirm.com](mailto:eric@uhlfirm.com), and [will@uhlfirm.com](mailto:will@uhlfirm.com).

**WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.**

*[Petition signatures on following counterpart page*



WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.

PETITIONER:

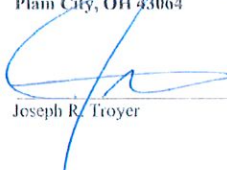
Perry E. and Edna Troyer, Trustees  
10910 LaFayette Plain City Road  
Plain City, OH 43064

Perry E. Troyer Date: 11-30, 2022  
Perry E. Troyer

Edna Troyer Date: 11-30, 2022  
Edna Troyer

WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.

PETITIONER:  
Joseph R. Troyer  
10930 LaFayette Plain City Road  
Plain City, OH 43064



Date: 11-20, 2022

Joseph R. Troyer

Legal Description

**LEGAL DESCRIPTION**

**Description of 122.468 ACRES +/- TO BE ANNEXED FROM DARBY TOWNSHIP  
TO CITY OF PLAIN CITY**

Situated in the State of Ohio, County of Madison, Township of Darby, Virginia Military Survey Number 7751, 7753, 8636, and 12014 and being all of that original 66.3798 acre tract of land as conveyed to Perry E. Troyer, of record in Deed Book 149, Page 2336, also being out of an original 9.593 acre tract of land as conveyed to Joseph E. Troyer, of record in Deed Book 184, Page 839, and also being out of a 52.144 acre tract of land as conveyed to Thomas Paul Blosser and Mary Jane Blosser of record in Official Record 28, Page 693, all deed references are on record at the Recorder's Office of Madison County, Ohio and being more particularly described as follows:

**BEGINNING** at a point in the centerline of Lafayette Plain City Road, being a point in the existing City of Plain City Corporation Line, Resolution Number 16-19, Ordinance Number 17-19, Instrument Number 202000001264, being a point in a westerly line of a 25.337 acre tract of land as conveyed to D.R. Horton-Indiana, LLC, of record in Deed Book 302, Page 2555, and being a southeasterly corner of a 18.8120 acre tract as conveyed to Methodist Church Inc., of record in Deed Book 365, Page 1641;

Thence South 35°32'14" West, with the centerline of said Lafayette Plain City Road, with said existing City of Plain City Corporation Line, the westerly line of said 25.337 acre tract, with the westerly line of a 15.592 acre tract of land as conveyed to Highland Realty Development LLC, of record in Deed Book 382, Page 2479, a distance of 1566.14 feet to a southeasterly corner of a 1.551 acre tract of land, as conveyed to Perry E. Troyer, of record in Deed Book 149, Page 2336;

Thence South 50°40'14" West, continuing with said existing City of Plain City Corporation Line, and the westerly line of said 51.250 acre tract of land, a distance of 247.29 feet to the northeasterly corner of 5.9202 acre tract of land as conveyed to Randall Lynn Miller and Melissa Dawn Miller, of record in Official Record 211, Page 200;

Thence with the perimeter of said 5.9202 acre tract the following courses:

North 44°49'50" West, a distance of 521.70 feet to a corner thereof;

South 45°56'54" West, a distance of 515.98 feet to a point in an easterly line of a 92.68 acre tract of land as conveyed to Linda S. Miller, of record in Official Record 228, Page 1779;

Thence with the perimeter of said 92.68 acre tract the following courses:

North 44°49'46" West, a distance of 632.68 feet to a corner thereof;

North 74°45'46" West, a distance of 1791.90 feet to a common corner of a 59.532 acre tract of land as conveyed to Ernest A. Beachy and Bertha M. Beachy, Co-Trustees, of record in Deed Book 351, Page 2386;

Thence North 4°59'46" West, with the easterly line of said 59.532 acre tract, a distance of 660.00 feet to a point in the southerly line of an 80.721 acre tract as conveyed to E & D Gingerich Farms LLC, of record in Deed Book 281, Page 1278;

Thence South 80°15'46" East, with the perimeter of said 80.721 acre tract of land, a distance of 2005.84 feet to a corner thereof;

Thence North 11°31'14" East, continuing with the perimeter of said 80.721 acre tract of land, a distance of 896.39 feet to the southwestly corner of an 4.450 acre tract as conveyed to Randy Miller and Melissa Miller of record in Official Record 241, Page 1784 and the southeasterly corner of a 21.102 acre tract as conveyed to Dan J. Gingerich of record in Deed Book 277, Page 1682

Thence with the southerly line of said 4.450 the following courses:

North 81°21'51" East, a distance of 302.17 feet to a point;

South 70°53'41" East, a distance of 189.71 feet to a point;

North 83°06'07" East, a distance of 220.57 feet to a point;

North 89°24'19" East, a distance of 115.50 feet to a point;

North 74°01'19" East, a distance of 94.41 feet to a point;

North 48°27'56" East, a distance of 138.69 feet to a point in the southerly line of a 11.324 acre tract as conveyed to D & E Land Holdings Co LLC, of record in Deed Book 224, Page 1394;



Thence South 00°43'46" East, with the southerly line of said 11.324 acre tract, and with the southerly line of an 8.470 acre tract as conveyed to United Bethel Mennonite Church Inc of record in Deed Book 266, Page 1923, a distance of 351.59 feet to the northwesterly corner of said 18.8120 acre tract;

Thence with the perimeter of said 18.8120 acre tract the following courses:

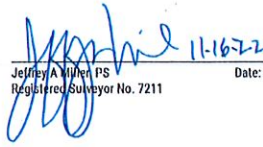
South 11°38'03" West, a distance of 766.65 feet to a point;

South 64°36'47" East, a distance of 754.84 feet to the Point of Beginning and containing 122.468 acres of land, more or less.

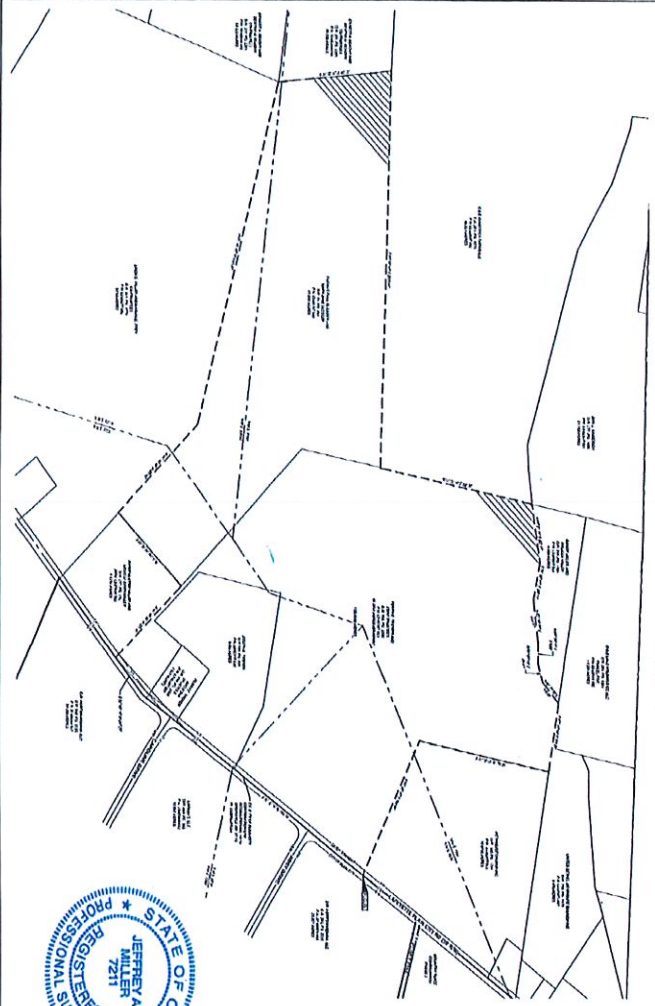
This annexation description of the location of the property to be annexed and is not a boundary survey as defined in O.A.C. Chapter 4733.37. The above annexation contains a perimeter distance of 1,813.42 feet contiguous with the existing City of Plain City Corporation line by Resolution Number 16-19, Ordinance Number 17-19, Instrument Number 202000001264 and a total perimeter of 11,774.03 feet to be annexed, and 15.4% of the perimeter length is contiguous to the City of Plain City Corporation line.

CESO, Inc.



 11-16-22  
Jeffrey A. Miller, PS  
Registered Surveyor No. 7211 Date:

PROPOSED ANNEXATION OF 122.48± ACRES  
 FROM DABBY TOWNSHIP  
 TO: CITY OF PLAIN CITY  
 PLAIN CITY, OHIO  
 PREPARED BY: JEFFREY A. MILLER, REGISTERED PROFESSIONAL SURVEYOR

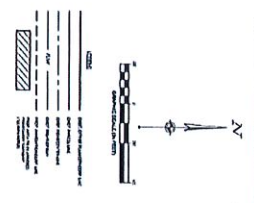


*Jeffrey A. Miller*  
 11/22/21  
 SURVEYOR

PROPOSED ANNEXATION  
 122.48± ACRES

DATE	11/22/21
SCALE	AS SHOWN
CESO	REGISTERED PROFESSIONAL SURVEYOR
10/1	

THIS SURVEY WAS MADE FROM THE FOLLOWING DATA:  
 1. FIELD MEASUREMENTS  
 2. DEED RECORDS  
 3. PREVIOUS SURVEYS  
 4. AERIAL PHOTOGRAPHS  
 5. GROUND PHOTOGRAPHS  
 6. UTILITY RECORDS  
 7. COUNTY RECORDS  
 8. TOWNSHIP RECORDS  
 9. CITY RECORDS  
 10. STATE RECORDS  
 11. FEDERAL RECORDS  
 12. OTHER RECORDS



WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.

PETITIONER:

Thomas Paul and Mary Jane Blosser  
46 Glenmont Avenue  
Columbus, OH 43214

 Date: 11-19, 2022  
Thomas Paul Blosser

 Date: 11-19, 2022  
Mary Jane Blosser



**EXHIBIT C**  
**Property Owners/Property**  
**Included within**  
**Annexation of 122.468 +/- Acres**

Thomas Paul and Mary Jane Blosser  
46 Glenmont Avenue  
Columbus, OH 43214  
PN: 02-00167.000

Perry E. and Edna Troyer, Trustees  
10910 LaFayette Plain City Rd.  
Plain City, OH 43064  
PN: 02-00357.003 & 02-00357.001

Joseph E. Troyer  
10930 LaFayette Plain City Rd.  
Plain City, OH 43064  
PN: 02-00357.000

**Adjacent Property Owners**  
**Annexation of 122.468 +/- Acres**

D&E Land Holding Co. LLC  
8750 LaFayette Plain City Rd.  
Plain City, OH 43064  
PN: 02-00049.000

Dan J. and Elsie Gingerich JT Lives  
8750 LaFayette Plain City Rd.  
Plain City, OH 43064  
PN: 02-00047.001

E&D Gingerich Farms LLC  
8750 LaFayette Plain City Rd.  
Plain City, OH 43064  
PN: 02-00047.000

Ernest and Bertha Beachy, Co-Trustees of the  
Ernest A. Beachy and Bertha M. Beachy Joint  
Revocable Trust  
4639 Boyd Road  
Plain City, OH 43064  
PN: 02-00344.000

Linda Miller and Marvin Frey, Co-Trustee  
Successor Trust of Sarah T. Frey Keystone  
Inheritance Tr.  
10760 LaFayette Plain City Rd.  
Plain City, OH 43064  
PN: 02-00077.000

DR Horton-Indiana LLC  
9210 North Meridian St.  
Indianapolis, IN 46260  
PN: 35-00004.001, 35-00004.095, &  
35-00004.000

Lapama'a LLC  
21050 Raymond Road  
Marysville, OH 43040  
PN: 35-00004.002

Plain City Global Methodist Church,  
Inc.  
11100 LaFayette Plain City Road  
Plain City, OH 43064  
PN: 02-00357.002

United Bethel Mennonite Church, Inc.,  
an Ohio non-profit corporation  
P.O. Box 36  
Plain City, OH 43064  
PN: 02-00373.001

Randy and Melissa Miller  
10806 LaFayette Plain City Rd.  
Plain City, OH 43064  
PN: 02-00357.004 & 02-00081.000

Pre - Annexation Agreement

**PRE-ANNEXATION AGREEMENT**

This Pre-Annexation Agreement ("Agreement") is entered into as of March 2, 2023 by and between Wilcox Investment Group, LLC, an Ohio Limited Liability Company ("Company"), whose mailing address is 250 W. Old Wilson Bridge Road, Suite 140, Worthington, Ohio 43085 and the Village of Plain City ("Plain City"), an Ohio municipal corporation, whose mailing address is Village Boulevard, P.O. Box 167, Plain City, Ohio 43064 (referred to collectively as "Parties").

**RECITALS**

WHEREAS, the Company is in contract to purchase certain real property located in Darby Township, Madison County, Ohio with addresses of 0, 10910, and 10930 Lafayette Plain City Road, Plain City, Ohio 43064 (the "Property"), being more fully described in the Madison County Auditor's information attached as Exhibit "A" and incorporated herein; and

WHEREAS, the Property is located adjacent to and beyond the present corporate boundaries of the Village of Plain City; and

WHEREAS, the Company desires to annex the Property to Plain City in order to obtain municipal services to support the Property and its future development; and

WHEREAS, Plain City desires to annex the Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the Parties hereby agree as follows:

1. Annexation:

- a. Company will, at its own expense, prepare the necessary annexation petition with accompanying map or plat. The petition shall appoint one or more attorneys with the law firm of Underhill and Hodge LLC, whose mailing address is 8000 Walton Parkway, Suite 260, New Albany, Ohio, as agent for the current owners of the Property ("Agent"). The annexation petition shall be filed by Agent as an "Expedited Type 2" annexation as provided in Section 709.023 of the Ohio Revised Code. Agent shall file the signed and completed petition with the board of county commissioners and shall provide notice and service to all required parties under the Ohio Revised Code. Company agrees to pay any filing fee(s) charged by the board of county commissioners for the filing and processing of the petition. Company agrees that it will take all reasonable actions which are necessary to cause the current owners of the property not to withdraw their names from, or request withdrawal of, the petition during the annexation process and/or any subsequent administrative or legal action involving the annexation.

- b. The Parties agree to cooperate and provide information necessary for the county commissioners to review the annexation as required by Section 709.023 of the Ohio Revised Code.
- c. Should the annexation be approved, the Parties agree to process the annexation as provided by law subject to the terms of this Agreement.
- d. Company, at its own expense, agrees to file or arrange to be filed an annexation petition, map, and plat that complies with Section 709.023 of the Ohio Revised Code within thirty (30) days after the execution of this Agreement.

2. Municipal Services:

- a. Plain City agrees to enact, within twenty (20) days after the date of the filing of the annexation petition with the board of county commissioners, the appropriate service and zoning buffer resolutions as required by Chapter 709 of the Ohio Revised Code. The resolutions, once adopted, shall be immediately certified and filed with the Clerk of the Commissioners by Plain City.

3. Zoning:

- a. The Property sought to be annexed is currently zoned Agricultural in Darby Township. The Parties acknowledge that Company desires to rezone the Property to Planned Residential District under the Village of Plain City Zoning Code. Notwithstanding the foregoing, the Company and Plain City recognize that updates to Plain City's zoning code are being considered by Plain City which, if adopted, would provide other zoning classifications which may accommodate the Company's intended use and development of the Property. Company intends to file a request to rezone the Property concurrently with the filing of the annexation petition. Should the updates to the zoning code become legally effective prior to the acceptance of the annexation of the Property to Plain City, Company shall have the right (but not the obligation) to withdraw its application to rezone the Property into a Planned Residential District and to instead file a new rezoning application to request that one of the new zoning classifications created in the updated zoning code shall be applied to the Property. Once filed, any rezoning request will be reviewed and decided upon by Plain City utilizing the regular procedure for processing an application to rezone in the village and there is no guarantee that any particular zoning will be granted.

b. Plain City recognizes that once the annexation is placed before the Plain City Council (i.e., after the expiration of 60 days from the date when the transcript of the proceedings of the Madison County Board of commissioners has been delivered to Plain City) Plain City has one hundred twenty (120) days to accept or reject the annexation. Plain City agrees that it will not accept the annexation of the Property unless and until it is prepared to contemporaneously rezone the Property into a zoning classification as detailed in the immediately preceding subsection (a). At any time during the one hundred twenty (120) day acceptance period for the annexation, Plain City may, on its own initiative, or shall, at the request of Company, delay its acceptance of the annexation until the rezoning is settled to the satisfaction of the Parties. In the event that the Property is annexed but the Property is then not rezoned in a manner that is satisfactory to Company, or if Company exhausts its appeals of Plain City's zoning determination, or the proposed rezoning is rejected by the voters, Plain City agrees to execute a petition to detach the Property from its jurisdiction upon the request of Company.

4. Representations and Warranties of Plain City:

a. Plain City hereby represents and warrants to Company:

- i. The Village is a duly established and validly existing municipal corporation within the State of Ohio, with all requisite power and authority to enter into this Agreement, pursuant to law, and to perform its obligations hereunder;
- ii. The Village, acting by and through its agents, has taken all such actions which are necessary or appropriate to authorize the execution of this Agreement by the person executing the same; and
- iii. This Agreement is the valid and binding act of the Village, enforceable against the Village in accordance with its terms.

5. Representations and Warranties of Company:

a. Company hereby represents and warrants to Plain City that:

- i. Company is in contract to purchase the Property to be included in the annexation petition; and
- ii. Company, acting by and through their agent, has taken all such actions which are necessary to appropriate to authorize the

execution of this Agreement by the person executing the same.

6. Waiver:

- a. The failure of any party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of any right hereunder, nor shall it deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be made in writing.

7. Execution:

- a. Neither this Agreement nor any subsequent agreement amending or supplementing this Agreement shall be binding on the parties unless and until it has been signed on their behalf by a duly authorized representative. Commencement of performance hereunder or under any subsequent agreement shall not constitute a waiver of this requirement.
- b. As used herein, the term "Agreement" shall mean this Agreement and any Exhibits hereto. This Agreement may be executed in one or more counterparts by either party hereto and by all parties hereto in separate counterparts, each of which, when so executed and delivered to the other party, shall be deemed an original. All such counterparts together shall constitute one and the same instrument.

8. Severability:

- a. If any provision of this Agreement should be or become fully or partly invalid or unenforceable for any reason whatsoever or violate any applicable law, this Agreement is to be considered divisible as to such provision and such provision is to be deleted from this Agreement, and the remainder of this Agreement shall be deemed valid and binding as if such provision were not included herein.

9. Governing Law:

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The parties hereto further agree that any action, suit or proceeding in respect of or arising out of this Agreement, its validity or performance shall be initiated and prosecuted as to all parties and their heirs, successors and assigns and consent to and submit to the exercise of jurisdiction over its person by any court situated therein having jurisdiction over the subject matter.

10. Relationship of the Parties:

- a. Except as expressly stated and provided for herein, neither anything contained in this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of association between any of the parties to this Agreement.

11. No Third Party Beneficiary:

- a. Except as expressly stated and provided for herein, neither anything contained in this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of association between any of the parties to this Agreement.

12. Time is of the Essence:

- a. Time is of the essence for all matters in this Agreement and each party shall diligently pursue and complete its obligations hereunder.

13. Force Majeure:

- a. Neither party shall be in default in the performance of any obligation on such party's part to be performed under this Agreement, other than an obligation requiring payment of a sum of money, if and so long as the non-performance of such obligation shall be directly caused by labor disputes, lockouts, acts of God, enemy action, civil commotion, riot, and conditions that could not have been reasonably foreseen by the claiming party.

14. Approvals:

- a. Unless otherwise stated herein, whenever a party to this Agreement is required to consent to, or approve an action by the other party or to approve any such action taken by another party, such approval or consent shall be given or withheld within the earliest time allowed by law and the process that is utilized in performing the function.

15. Binding Effect:

- a. This Agreement and all of the provisions herein shall be binding upon



and inure to the benefit of the parties and their respective successors and permitted assigns.

**16. Entire Agreement/Merger:**

- a. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter set forth herein and supersedes any and all agreements, oral or written.

**17. Survival:**

- a. The representations, warranties, and covenants contained in this Agreement shall not terminate for a period of twenty (20) years.

**18. Notice:**

- a. All required notices, requests, consents, approvals, demands, and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given when (a) delivered personally or (b) three (3) business days after deposit in the United States Mail, postage prepaid, by certified mail, return receipt requested, or (c) by e-mail or facsimile telephone transmission, if given below, or later provided, addresses as follows or to such other person or address as either party shall designate by notice to the other party given in accordance herewith:

**Company:**

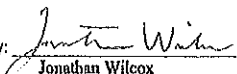
Wilcox Investment Group, LLC  
250 W. Old Wilson Bridge Rd., Suite 140  
Worthington, OH 43085  
Attn: Jonathan Wilcox

Underhill & Hodge LLC  
8000 Walton Parkway, Suite 260  
New Albany, OH 43054  
Attn: Aaron L. Underhill

Village of Plain City  
800 Village Boulevard  
P.O. Box 167  
Plain City, OH 43064  
Attn: Haley Lupton, Village Administrator

COMPANY:

WILCOX INVESTMENT  
GROUP, LLC

By:   
Jonathan Wilcox  
Authorized Member

PLAIN CITY:

By:   
Haley Lupton  
Village Administrator

Approved as to form:

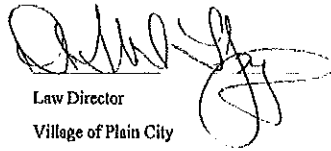
  
Law Director  
Village of Plain City

Exhibit A  
Annexation Legal Description  
and Survey

## LEGAL DESCRIPTION

### Description of 122.468 ACRES +/- TO BE ANNEXED FROM DARBY TOWNSHIP TO CITY OF PLAIN CITY

Situated in the State of Ohio, County of Madison, Township of Darby, Virginia Military Survey Number 7751, 7753, 8636, and 12014 and being all of that original 66.3798 acre tract of land as conveyed to Perry E. Troyer, of record in Deed Book 149, Page 2336, also being all of that original 9.593 acre tract of land as conveyed to Joseph E. Troyer, of record in Deed Book 184, Page 839, and also being all of a 52.144 acre tract of land as conveyed to Thomas Paul Blosser and Mary Jane Blosser of record in Official Record 28, Page 693, all deed references are on record at the Recorder's Office of Madison County, Ohio and being more particularly described as follows:

**BEGRINNING** at a point in the centerline of Lafayette Plain City Road, being a point in the existing City of Plain City Corporation Line, Resolution Number 16-19, Ordinance Number 17-19, Instrument Number 20200001264, being a point in a westerly line of a 25.337 acre tract of land as conveyed to D.R. Horton-Indiana, LLC, of record in Deed Book 382, Page 2565, and being a southeasterly corner of a 18.6120 acre tract as conveyed to Methodist Church Inc., of record in Deed Book 385, Page 1641;

Thence South 35°32'14" West, with the centerline of said Lafayette Plain City Road, with said existing City of Plain City Corporation Line, the westerly line of said 25.337 acre tract, with the westerly line of a 15.592 acre tract of land as conveyed to Highland Realty Development LLC, of record in Deed Book 382, Page 2479, a distance of 1566.14 feet to a southeasterly corner of a 1.555 acre tract of land, as conveyed to Perry E. Troyer, of record in Deed Book 149, Page 2336;

Thence South 50°40'14" West, continuing with said existing City of Plain City Corporation Line, and the westerly line of said 61.250 acre tract of land, a distance of 247.29 feet to the northeasterly corner of 5.9262 acre tract of land as conveyed to Randall Lynn Miller and Melissa Dawn Miller, of record in Official Record 211, Page 208;

Thence with the perimeter of said 5.9262 acre tract the following courses:

North 44°49'58" West, a distance of 521.70 feet to a corner thereof;

South 45°56'54" West, a distance of 515.98 feet to a point in an easterly line of a 92.68 acre tract of land as conveyed to Linda S. Miller, of record in Official Record 228, Page 1779;

Thence with the perimeter of said 92.68 acre tract the following courses:

North 44°49'46" West, a distance of 632.68 feet to a corner thereof;

North 74°45'46" West, a distance of 1791.90 feet to a common corner of a 59.532 acre tract of land as conveyed to Ernest A. Beachy and Bertha H. Beachy, Co-Trustees, of record in Deed Book 351, Page 2386;

Thence North 4°59'46" West, with the easterly line of said 59.532 acre tract, a distance of 660.00 feet to a point in the southerly line of an 80.721 acre tract as conveyed to E & D Gingerich Farms LLC, of record in Deed Book 281, Page 1278;

Thence South 88°16'46" East, with the perimeter of said 80.721 acre tract of land, a distance of 2005.84 feet to a corner thereof;

Thence North 11°31'14" East, continuing with the perimeter of said 80.721 acre tract of land, a distance of 896.39 feet to the southeasterly corner of an 4.450 acre tract as conveyed to Randy Miller and Melissa Miller of record in Official Record 241, Page 1704 and the southeasterly corner of a 21.102 acre tract as conveyed to Dan J. Gingerich of record in Deed Book 277, Page 1602.

Thence with the southerly line of said 4.450 the following courses:

North 81°21'51" East, a distance of 302.17 feet to a point;

South 78°53'41" East, a distance of 189.71 feet to a point;

North 83°06'09" East, a distance of 220.67 feet to a point;

North 89°24'19" East, a distance of 115.50 feet to a point;

North 74°01'19" East, a distance of 94.41 feet to a point;

North 48°27'56" East, a distance of 138.69 feet to a point in the southerly line of a 11.324 acre tract as conveyed to D & E Land Holdings Co LLC, of record in Deed Book 224, Page 1394;



Thence South 89°49'46" East, with the southerly line of said 11.324 acre tract, and with the southerly line of an 8.470 acre tract as conveyed to United Bethel Mennonite Church Inc of record in Deed Book 266, Page 1923, a distance of 951.59 feet to the northwesterly corner of said 18.8120 acre tract;

Thence with the perimeter of said 18.8120 acre tract the following courses:

South 11°38'03" West, a distance of 766.65 feet to a point;

South 64°36'47" East, a distance of 754.84 feet to the Point of Beginning and containing 122.468 acres of land, more or less.

This annexation description of the location of the property to be annexed and is not a boundary survey as defined in O.A.C. Chapter 4733.37. The above annexation contains a perimeter distance of 1,813.42 feet contiguous with the existing City of Plain City Corporation line by Resolution Number 16-19, Ordinance Number 17-19, Instrument Number 202009001264 and a total perimeter of 11,774.03 feet to be annexed, and 15.4% of the perimeter length is contiguous to the City of Plain City Corporation line.

CESO, Inc.

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Jeffrey A Miller, PS                      Date:  
Registered Surveyor No. 7211







Subject: Park Board

The Madison County Park Board meeting took place on March 21, 2023 at 9:30 a.m.

Those Present

**MADISON COUNTY COMMISSIONERS**

Park Board Meeting

March 21, 2023 9:30 a.m.

1. Mark Ford
2. Tony Kim Kis
3. Chris Wallace
4. Rob Stone
5. David Kell
6. Julia Cummins
7. Alan Andrews
8. Wayne Roberts
9. Shuff C. R. Lanning
10. Chad Kell
11. \_\_\_\_\_
12. \_\_\_\_\_
13. \_\_\_\_\_
14. \_\_\_\_\_
15. \_\_\_\_\_
16. \_\_\_\_\_
17. \_\_\_\_\_
18. \_\_\_\_\_
19. \_\_\_\_\_
20. \_\_\_\_\_
21. \_\_\_\_\_
22. \_\_\_\_\_
23. \_\_\_\_\_

Mark Forrest began the Park Board meeting with the remarks that there was no financials or an agenda for this meeting so the reading of the minutes and the financial report will be dispensed until next month.

#### Engineer's Report

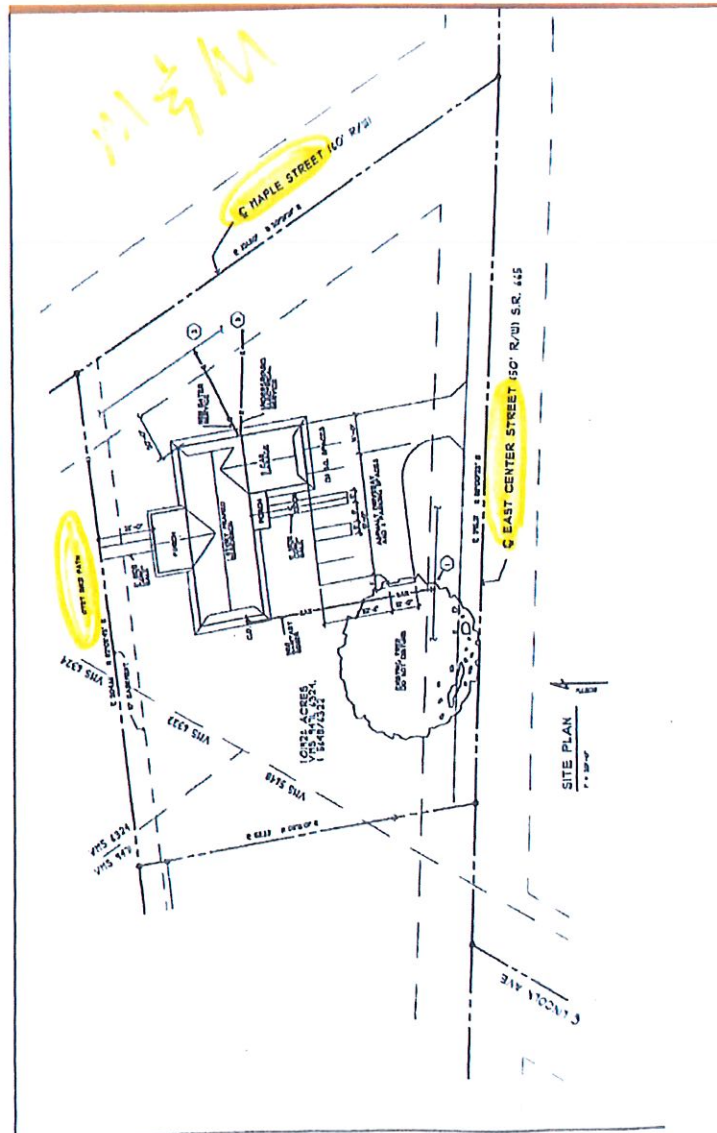
- Chuck Duvall, Deputy Engineer, reported that there has been some tree removal by the mural path.
- There has also been root removing along the trail.

#### New Business

- Mural Project Status – Dr. Alexander reported that at this phase, working on trying to get all the mural orders correct. The murals have all been turned into images to be enlarged for quality. This has been submitted to the Mural Design Company and will be ordered tomorrow. Bronze plaques with information have also been submitted. A proposal has been received and proofs have been sent and should have this back next week. Once this path area is paved and the fence is done, Dr. Alexander predicted this will be done in late June 2023.
- Wayne Roberts – Reported and provided information about some upcoming dates.
  - April 22, 2023 is Celebrate Trail Days – There will be an event that will take place at The Prairie Grass Trail Head. This is a nationwide celebration.
  - This year the FMCPT will be participating in the Warrior Expedition, this is a Rails to Trails event. Six female Veterans will be riding from Washington D.C., to the State of Washington. This is the third year that these Veterans will stop in London, and there will be a celebration. This will take place the end of May, 2023.
  - The London Marathon will take place on April 15, 2023.
  - The FMCPT will be participating in the Main Street Program. On April 13, 2023, there will be a meet and greet at the London State Theatre from 6:00 p.m. – 8:00 p.m. This is to provide information to people about this particular project. Julia Cumming asked Wayne Roberts about what this event was about. Wayne Roberts reported that this is for the Downtown London District to inform residents and local small business owners about what this program is about and what it will do in the downtown area.
  - Julia Cumming – Reported April 27, 2023 from 12:00 p.m. – 4:00 p.m., will be the semi – annual event with High Schools to do the Invasive Species Removal.
  - Julia Cumming continued to report that the Kiosk sign has been installed, the map of the Trail and the history of the Park is posted in the Kiosk.
  - Next month Julia Cumming plans to provide a garden design. There is already a garden behind Madison County Senior Center. There is also plants recommended for the design standards. Julia sees great opportunities to promote pollinators to promote some of the plants in the design standards, and using plants that are appropriate for urban areas.
  - Brok has been out with volunteers along the bike trail to do some invasive species removal.

- Dr. Alan Knowles presented the map below. Dr. Knowles would like to have a formal connection to the trail to the proposed Bed & Breakfast. According to Julia typically there is approval for formal access to the bike path with stipulations for what type of path or connection to ensure it's safe. Dr. Knowles will be financing this access connection. Mark Forrest asked if Dr. Knowles would work with the Park Board to get exactly what will be put in place in writing, and to see what formalities as the Park Board and to present that to the Commissioners would be acceptable.

Map



Subject: Invasive Species Event – Approved – Park Board

Dr. Xenikis moved to approve an event to remove Invasive Species. This is to take place on April 27, 2023. The rain date will be May 4, 2023.

Following a second from Mr. Wallace the result of the roll call was: Mr. Forrest, yes, Dr. Xenikis, yes and Mr. Wallace, yes.

Subject: Appointment – Approved – Zoning Commission


Dr. Xenikis moved to approve the following:

Appoint: Myron Mast to the Zoning Commission. This appointment is a three year term effective March 21, 2023, expiring on March 21, 2026.

Following a second from Mr. Wallace the result of the roll call was: Mr. Forrest, yes, Dr. Xenikis, yes and Mr. Wallace, yes.

  
Mark Forrest

  
Dr. Tony Xenikis

  
Chris Wallace

ATTEST: 