

**ORDINANCE NO. 2026-02**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE VILLAGE OF ANTWERP, OHIO TO ENTER INTO A JOINT USE AGREEMENT WITH ANTWERP BALL ASSOCIATION, INC. REGARDING THE FACILITIES LOCATED AT 204 WEST WOODCOX STREET, ANTWERP, OHIO IN ORDER TO ALLOW THE ORGANIZATION TO QUALIFY FOR GRANT FUNDING UNDER OHIO H.B. 2, AND DECLARING THE SAME AN EMERGENCY**

**WHEREAS**, Antwerp Ball Association, Inc., a non-profit organization dedicated to providing recreation for children in the Village, has approached the Village for assistance with obtaining grant funding for a new project; and

**WHEREAS**, said grant funding requires the Village to enter into a joint use agreement with Antwerp Ball Association, Inc., allowing the Village joint use of the facilities located or to be located at 204 West Woodcox Street, Antwerp, Ohio; and

**WHEREAS**, the Village Solicitor has reviewed the proposed joint use agreement and finds it acceptable; and

**WHEREAS**, the Council of the Village of Antwerp wishes to enter into said joint use agreement to allow Antwerp Ball Association, Inc. to qualify for grant funding under Ohio H.B. 2.

**WHEREAS**, execution of the Joint Use Agreement is necessary for the immediate preservation of the public peace, property, health, safety, and welfare of the Village of Antwerp, Ohio and therefore this Resolution is deemed to be an emergency for the reason that the timeline required by the State of Ohio for grant qualification will pass before an ordinary ordinance can take effect.

**NOW THEREFORE, BE IT RESOLVED BY A MINIMUM OF A THREE-FOURTHS VOTE** by the Council of the Village of Antwerp, Paulding County, Ohio:

**Section 1.** That the rules requiring three readings of any ordinance or resolution prior to its passage by a minimum of the majority of the council are hereby suspended pursuant to Ohio Revised Code Section 705.15.

**Section 2.** That the mayor of the Village of Antwerp, Ohio is hereby authorized to execute the proposed joint use agreement with Antwerp Ball Association, Inc. regarding the facilities located at 204 West Woodcox Street, Antwerp, Ohio, thereby assisting said association with qualifying for grant funding under Ohio H.B. 2.

**Section 3.** That it is hereby found and determined that all formal actions of the Council concerning or relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

**Section 4.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety, and welfare of the Village of Antwerp,

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Ohio and for the further reason that the Joint Use Agreement must be approved within State required deadlines, and provided it receives the affirmative vote of at least three-fourths of the members of this Council, the Ordinance shall take effect and be in force immediately upon its adoption by this Council or otherwise it shall take effect and be in force after the earliest period allow by law.

Date \_\_\_\_\_

\_\_\_\_\_  
Bryan Smith, Mayor of the Village of Antwerp

Attest:

\_\_\_\_\_  
Kevin Hornish, Fiscal Officer

## JOINT USE AGREEMENT

This Joint Use Agreement is entered into by and between Village of Antwerp, whose address is 118 North Main Street, PO Box 1046 Antwerp Ohio 45813 ("Governmental Agency"), and the Antwerp Ball Association Inc., an Ohio non-profit organization, whose address is 204 West Woodcox, PO Box 445 Antwerp Ohio 45813 ("Nonprofit").

WHEREAS, through H.B. 2, Nonprofit received an appropriation in the amount of \$ 33,000.00 (the "Appropriated Funds"); and

WHEREAS, Nonprofit will use these Appropriated Funds for the purpose of purchase and installation of playground equipment and ancillary improvements (the "Project"); and

WHEREAS, the Project will be comprised of, or part of, facilities (the "Facilities") located on real property to be acquired or currently owned by Nonprofit (the "Property"); and

WHEREAS, to establish the ability of Nonprofit to obtain the Appropriated Funds for the Project, Section 509.11 of H.B. 2 requires Nonprofit to enter into a Joint Use Agreement with Governmental Agency that contains the requirements in H.B. 2 Section 509.11 (B)(1)-(3); and

WHEREAS, Antwerp Ball Association Inc. has demonstrated that the value of the use of the Facilities is reasonably related to the amount of the Appropriated Funds through the worksheet included in this Agreement as Attachment A.

NOW, THEREFORE, in consideration of the mutual benefits hereunder, the parties hereby agree as follows:

Property Owned or Leased by Nonprofit: The Facilities consist of playground equipment on the property, located at 204 West Woodcox Street, Antwerp Ohio. Nonprofit owns the Property.

Use of Facilities by Governmental Agency. Nonprofit shall permit the Governmental Agency to use, and benefit from, the Facilities for the purpose of public use of the property and facilities free of charge.

1. The State of Ohio shall be reimbursed should the Governmental Agency's right to use or benefit from the Facilities be terminated by the Nonprofit prior to the expiration of the term of this Agreement, in an amount calculated by dividing the Appropriated Funds by 15 and multiplying that sum by 15 less the number of full years the Property has been used by the Governmental Agency.
2. **Use of funds.** The Appropriated Funds shall be used as described in H.B. 2 and shall be used only for capital improvements and not operating costs. Any Appropriated Funds that are not spent shall be returned in full to the State of Ohio.
3. **Insurance for Nonprofit's Property.** Nonprofit agrees, at its own cost, to always procure and continue in force that this Agreement is in effect, in its name, general liability insurance against

any and all claims for injuries to persons or damage to property occurring or arising out of any use of the Facilities or Property contemplated herein. Nonprofit shall also procure, and continue in force, casualty insurance, insuring against all risks of loss or damage to the Facilities or Property and the improvements made thereto under the Project.

4. **Indemnification.** Nonprofit shall indemnify and hold Governmental Agency harmless from all liability for construction, operation, and maintenance costs of the Project.
5. **Compliance with Federal, State, and Local Laws.** Nonprofit shall comply with all applicable federal, state, and local laws as well as state administrative regulations relating to the capital improvement process, including construction, bidding and ethics laws and regulations.
6. **Competitive Bidding.** Nonprofit will follow competitive bidding procedures to include, at a minimum, publishing advertisements to seek bids, receiving sealed bids, and awarding contracts to the lowest responsive and responsible bidder, as described generally in Ohio Revised Code Chapter 153.
7. **Term.** The term of this Agreement shall be coextensive with the grant agreement between the Ohio Department of Natural Resources ("ODNR") and Nonprofit relating to the Appropriated Funds and Project.
8. **Amendments.** Any amendments to this Joint Use Agreement must be approved by ODNR before any amendment takes effect.

GOVERNMENT AGENCY

NONPROFIT

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

Project: Antwerp Village Community Park

Date: February 4, 2026

**Directions:** The purpose of this worksheet is to enable a Governmental Agency to demonstrate how the value of the parks and recreation uses that will be derived from a Joint Use Agreement is reasonably related to the value of the state capital appropriation made to the Nonprofit or Governmental Agency.

### SECTION I: STATE APPROPRIATION INFORMATION

1. Amount of state appropriations provided:	\$33,000.00
2. Term of the state bond (in years):	15

### SECTION II: ESTIMATED VALUE OF USE OF THE FACILITY

Use No.	Use(s) of the Facility:	Annual Value of Use:	# of Years
1	Playground for youth	\$2,200.00	15

**SECTION III: VALUE ANALYSIS EXPLANATION**

Explain how each use listed in Section II above was valued for this analysis.

Use No.	Value Analysis Explanation
1	The Joint Use Agreement provides for significant savings to the Village, as the Village would not have to purchase the land, maintain the property or provide insurance. These savings far exceed the value of \$33,000.00 in total.