



# LORAIN COUNTY

## Board Of Commissioners

Betty Blair      David J. Moore      Mary Jo Vasi

### Administrator

James R. Cordes  
440-329-5760

Acting Clerk Of Board  
Theresa Upton  
440-329-5107

Ombudsman  
Larry Allen  
440-329-5488

Solid Waste Director  
Daniel Billman  
440-329-5442

Telecommunications Supervisor  
Nancy Bryant  
440-329-5499

Children & Family Council Director  
Juan Molina Crespo  
440-284-4467

Projects Manager  
Karen Davis  
440-329-5102

Human Resources Director  
Jeff Fogt  
440-329-5530

Golden Acres Administrator  
William Glowacki  
440-988-7210

E-9-1-1 Director  
Robin Jones  
440-329-5444

Emergency Management Director  
Thomas Kelley  
440-329-5117

Office on Aging Director  
Patricia Littleton  
440-329-4818

Charles Berry Bndge Supervisor  
Charles Mackin  
440-244-2137

Dog Warden  
Tom Majoras  
440-329-5997

Purchasing Director  
Yvonne Newton  
440-329-5240

Workforce Development Director  
William Ogle  
440-284-1830

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B Howard Reynolds  
440-329-5115

Budget Director  
John Rokasy  
440-329-5525

Information Technology  
Ernie Smith  
440-329-5786

Maintenance Supervisor  
Ralpb Smugala  
440-329-5116

Community Development Director  
Ronald F. Twining  
440-328-2323

Records Center Supervisor  
Lynn Wallace  
440-326-4866

July 12, 2004

Art Weber, Clerk  
City of Elyria  
131 Court Street  
Elyria, Ohio 44035

Dear Mr. Weber:

Enclosed is a complete transcript of the granted Annexation from Eaton Township to the City of Elyria, Ohio.

This annexation was granted June 10, 2004 by Resolution No. 04-422, for 75.45 acres in Eaton Township to the City of Elyria, Ohio – Attorney John L. Keyse-Walker, Agent.

There were no appeals to this regular annexation, therefore the thirty (30) days has expired.

Yours truly,

Theresa L. Upton  
Acting Clerk

tlu  
Enclosure

Cc: Attorney John L. Keyse-Walker  
Linda Spitzer, Clerk, Eaton Township  
Mark Stewart, LC Auditor/Attn: Rosemary Wirth  
Kenneth P. Carney, LC Engineer/Attn: Wayne Mileti  
Judy Nedwick, LC Recorder  
Tom McNair, Tax Map  
Greg Stempowski, Board of Elections  
Robin Jones, Director 9-1-1  
File

In the matter of granting the Annexation Petition )  
of 75.45 acres from Eaton Township to the City ) June 10, 2004  
of Elyria – Attorney John L. Keyse-Walker, Agent)

WHEREAS, the Lorain County Board of Commissioners meet on May 13, 2004 to conduct a public hearing on the proposed Annexation of 75.45 acres from Eaton Township to the City of Elyria, Ohio – Attorney John L. Keyse-Walker, Agent; and

WHEREAS, a petition and map for annexation of 76.772 acres from Eaton Township to the City of Elyria were filed with the Clerk of the Board of Commissioners on October 21, 2003 and the same was set on for public hearing on January 12, 2004; and

WHEREAS, a revised petition and map for annexation of 75.45 acres from Eaton Township to the City of Elyria was submitted on December 16, 2003; and

WHEREAS, the necessary parties agreed to continuance of the hearings to April 8, 2004, and then again to May 6, 2004 and then again to May 13, 2004; and

WHEREAS, all persons testifying were given an oath according to law and the evidence presented was tendered through stipulations of the Attorney for Eaton Township, Al Schrader and the Attorney-Agent for the Petitioners, John L. Keyse-Walker, with no evidence in opposition to the annexation being presented.

WHEREAS, Eaton Township and the City of Elyria have submitted an annexation agreement with the following provisions:

Annexation Agreement read as follows:

“This Annexation Agreement (" Agreement") is made by and between the Township of Baton (hereinafter "Township"), whose mailing address is Baton Township Hall, 12043 S. Avon Belden Road, Grafton, Ohio 44044, and the City of Elyria (hereinafter "City"), an Ohio municipal corporation, whose mailing address is Elyria City Hall, 328 Broad Street, Elyria, Ohio 44035 for the sharing of property taxes for an area of the Township to be annexed to the City, and for consent of the Township to the annexation.

WHEREAS, a certain area of land described in Exhibit A (hereinafter "Property") is proposed for annexation from the Township to the City; and

WHEREAS, the City and the Township will benefit from the provisions of the Agreement and the annexation contemplated thereby; and

WHEREAS, the Township and City are desirous of entering into an agreement which determines issues which arise as a result of such annexation, including but not limited to, the allocation and/or sharing of tax revenues, and provision of services in certain areas located near the Property.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties hereby agree as follows:

1. The Property. The "Property" as the term is used herein shall consist of certain acreage located in the Township, as further described in Exhibit A attached hereto and incorporated herein by reference.

2. Consideration Given by the City. The parties enter into this Agreement with mutual understanding and expectation that the City and Township share of the current real and personal property taxes paid by the property owners and any business located in or on the Property will continue in the future after the annexation takes place and during the term of this Agreement to be collected by the Lorain County Auditor and paid directly to the City. This will also include future residences and any businesses, which locate on or in the Property, post-annexation.

The tax sharing arrangements referred to herein shall commence when any of the parcels, comprising the Property are annexed into the City, and the City, by ordinance or resolution, accepts said parcel or parcels. Upon such annexation, and based upon the property valuation for the year payment is due, the City shall pay to the Township those amounts set forth herein:

- A. First through third years, 80% of the taxes that would have been due the Township.
- B. Fourth and fifth years, 52.5% of the taxes that would have been due the Township.
- C. Sixth through tenth years, 40% of the taxes that would have been due the Township.
- D. Eleventh and twelfth years, 27.5 % of the taxes that would have been due the Township.

It is the intent of the parties that the Township shall be reimbursed according to the above percentages for amounts of taxes that would have been due the Township only.

In addition to the payment specified above, the City shall pay to the Township the Township tax portion of such amounts collected by the Lorain County Auditor and paid to the City for any CAUV recoupment payments arising out of the pre-annexation agricultural use valuation of the Property or any portion thereof.

Payment by the City to the Township of sums due pursuant to this Agreement shall be made within thirty (30) days of receipt of such funds from the Lorain County Auditor. If the City fails to make any payment due to the Township after the expiration of said thirty (30) day period, the Township may notify the County Budget Commission in writing of the amount owed and receive compensation from the City's allocation of the undivided local government fund pursuant to R.C. 709.191.

The City agrees that upon entry of an order by the Lorain County Board of Commissioners allowing annexation of the Property into the City, the City, by ordinance shall accept the annexation of the Property into the City .

The City agrees to annex Bender Road between the southerly border of the City of North Ridgeville, and its intersection with Chestnut Ridge Road (the "Roadway"). The City will maintain the Roadway in a condition and manner in which the City customarily maintains other city streets.

Upon completion of the annexation, and after the issuance of the first eight post-annexation building permits by the City for the erection of new residential or commercial structures (not to include alterations, additions, remodeling, expansion of existing structures) on the Property, and for a period of twelve years following completion of annexation, the City will collect an "annexation fee" at the time of obtaining a fee on the building permit, as follows:

- A. The amount of such fee for each new residential or commercial unit (as described above) paid at the time a building permit is issued by the City shall be as follows:
  - (i) Detached single family dwelling or commercial unit -\$250.00 per unit.

- (ii) Duplex or triplex units -\$200.00 per unit.
- (iii) Multi-family containing four to twelve units -\$150.00 per unit.
- (iv) Multi-family containing thirteen or more units -\$100.00 per unit.

- B. Payment shall be made by check or money order from the owner of the Property seeking a building permit, payable to "Baton Township".
- C. The City shall remit the payment to the Township within thirty (30) days of the receipt of same.
- D. The City will not issue the requested building permit without payment of the annexation fee by the property owner .

3. Consideration Given by the Township. The Township, on behalf of itself, its agents, servants, members, trustees, employees, representatives, assigns and successors, hereby fully releases and discharges the City and its elected and appointed officials, agents, servants, members, employees, representatives, successors and assigns, from any and all rights, claims, and actions, known or unknown, which the Township and its above-mentioned successors have or might have stemming from any differences or claims arising from the above-mentioned annexation, and waives any objections thereto and any rights it may have to contest such annexation, including rights of appeal.

The Township further agrees not to unreasonably withhold approval of real estate and personal property tax abatements requested by the City for the Property, so long as the City holds the Township harmless from revenue loss that does result from said tax abatements granted by the City over the objection of the Township, by formal resolution.

The Township hereby assents to the annexation of the Property depicted in Exhibit A into the City and agrees that it shall not challenge, oppose or assist any person or entity to challenge or oppose, before the Board of County Commissioners of Lorain County, the Council of the City, or any Court, the petitions of any owners of the Property to have the Property annexed into the City. The Township also consents and agrees to the annexation of Bender Road as described in Section 2 above.

4. Additional Terms and Provisions. The parties agree this is a special agreement between the City and Township resulting from unique circumstances. The Township does not intend, by this Agreement, to set any precedent for permitting future annexations. The City, likewise, does not intend to set any precedent for the forms of future agreements that might be negotiated between the parties.

Either party may sue the other for specific performance of this Agreement.

This Agreement is a complete resolution of the matter of the annexation of the Property between the parties and shall not be treated as an admission of either party for any other purpose.

This Agreement may not be modified or terminated in any manner except by official legislative action of both the City and Township.

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

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

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

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

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement in duplicate on the dates written below their respective signatures.

CITY OF ELYRIA, OHIO  
S/Mayor William M. Grace  
Date: 5-12-04

Approved as to form:  
S/Terry S. Shilling, Law Director  
5-12-04

TOWNSHIP OF EATON  
S/Eugene Szcepanski, Trustee  
Date: 5-18-04  
S/Gary McCort, Trustee  
Date: 5-18-04  
S/Ernie Walker, Trustee  
Date: 5-18-04

Said Legal Description reads as follows:

Situated in the Township of Eaton, County of Lorain, and State of Ohio, and being known as being part of Original Eaton Township Lot Numbers 90 and 91, and being further bounded and described as follows:

Beginning at an iron pin monument at an angle point on the centerline of Chestnut Ridge Road, 60 feet wide, at its intersection with the easterly line of said Original Eaton Township Lot Number 91; said point also being the southeasterly corner of land conveyed to Ronald R. & Susan J. Nagy by deed recorded in O.R. Volume 954, Page 525 of Lorain County Deed Records;

Thence S 79°-00'00" W along the said centerline of Chestnut Ridge Road, a distance of 875.88 feet to the southwesterly corner of land conveyed to Joyce Marie Clark by deed recorded in O.R. Volume 1187, Page 287 of Lorain County Deed Records; said point also being the southeasterly corner of Chestnut Ridge Residential Development No. 1 as recorded in Volume 62, Pages 36, 37 and 38 of Lorain County Map Records;

Thence N 0°-13'-48" E along the westerly line of said Clark's land, and the westerly line of land conveyed to The Mary Jane Blakeslee Living Trust by deed recorded in O.R. Volume 741, Page 452 of Lorain County Deed Records, to a 5/8" iron pin found on the northerly sideline of Chestnut Ridge Road, and the **principal place of beginning** of the parcel herein intended to be described;

COURSE 1: Thence continuing N 0°-13'-48" E along the westerly line corporation line of the Township of Eaton, along the westerly line of said Clark's land, and the westerly line of land conveyed to The Mary Jane Blakeslee Living Trust by deed recorded in O.R. Volume 741, Page 452 of Lorain County Deed Records, a distance of 2,688.53 feet to a 5/8" iron pin found at the northwesterly corner thereof; said point also being on the corporation line between the Township of Eaton to the south and the City of North Ridgeville to the north;

COURSE 2: Thence S 88°-49'-47" E along the northerly corporation line of the Township of Eaton, and along the northerly line of said land conveyed The Mary Jane Blakeslee Living Trust and passing through a 5/8" iron pin found at the northeasterly corner thereof at 895.97 feet, and along the northerly line of land conveyed to Carole A. Bakos et al by deed recorded in Instrument No. 20020838525 of Lorain County Deed Records, a total distance of 1,513.67 feet to a capped 5/8" iron pin set on the westerly right of way line of Bender Road, 40 feet wide;

COURSE 3: Thence S 0°-50'-36" W along the said westerly right of way line of Bender Road, a distance of 1,625.10 feet to a capped 5/8" iron pin set at its intersection with the southerly line of land conveyed to Marion Stanko et al, by deed recorded in O.R. Volume 722, Page 299 of Lorain County Deed Records; said point also being on the northerly line of land conveyed to Edward and Anthony Krecic, by deed recorded in O.R. Volume 852, Page 531 of Lorain County Deed Records;

COURSE 4: Thence N 89°-04'-44" W along the said southerly line of said land conveyed to Stanko et al, and along the said northerly line of said land conveyed to Krecic, a distance of 623.86 feet to capped 5/8" iron pin set at its intersection with the easterly line of said land conveyed to The Mary Jane Blakeslee Living Trust; said point also being on the said easterly line of said Original Eaton Township Lot Number 91;

COURSE 5: Thence S 1°-03'-39" W along the said easterly line of land conveyed to The Mary Jane Blakeslee Living Trust, and along the said easterly line of said Original Eaton Township Lot Number 91, a distance of 873.31 feet to a capped 5/8" iron pin set on its intersection with the said northerly sideline of Chestnut Ridge Road;

COURSE 6: Thence S 66°-24'-05" W along the said northerly sideline of Chestnut Ridge Road, a distance of 10.46 feet to a capped 5/8" iron pin set at an angle therein;

COURSE 7: Thence S 79°-00'-00" W along the said northerly sideline of Chestnut Ridge Road, a distance of 866.61 feet to the place of beginning, but subject to all legal highways, and containing 75.450 acres of land according to a survey by CAPITAL SURVEY COMPANY dated October, 2003, by Ralph M. Gugar, Registered Surveyor No. 7949.

**NOTE:**

All iron pins set are 5/8" x 30" Rebar with yellow cap stamped with "CAPITOL 7541-7949". Basis of bearings is S 79°-00'-00" W on the centerline of Chestnut Ridge Road, as per deed to Joyce Marie Clark as recorded in O.R. Volume 1197, Page 287 of Lorain County Deed Records.; and

NOW, THEREFORE BE IT RESOLVED, by the Lorain County Board of Commissioners of Lorain County, Ohio that;

I. The Board makes the following findings upon the resolutions of the City of Elyria, report of the Lorain County Engineer and the stipulations of Attorney John L. Keyse-Walker, Agent for Petitioner and Attorney Alfred Schrader for Eaton Township that:

The necessary requirements are in the record for notification and have been complied with. The petitioners are owners of the territory of property proposed to be annexed, there has been no dispute of the validity of the petitioner's signatures and those signatures constitute a majority of the territory proposed to be annexed on the date of petition. The City of Elyria by Ordinance had provided a statement indicating services that are willing to provide and will provide these services upon annexation.

- A. The petition meets all the requirements set forth in, and was filed in the manner provided in Section 709.02 of the Revised Code in that:
1. The real estate is "contiguous" to the municipal corporation to which annexation is proposed.
  2. The petition contains:
    - a. The name of the owners, their signatures, and date each signature was obtained.
    - b. A legal description of the perimeter of the proposed territory to be annexed.
    - c. A map or plat of the proposed territory to be annexed.
    - d. The name and address of the agent for the petitioner.
    - e. Lists of all the parcels and the name and mailing address of the owners of each parcel:
      1. Within the proposed territory to be annexed.
      2. That lie adjacent or directly across the street from the proposed territory to be annexed.
  3. That a majority of the territory proposed for annexation lies within the county.
- B. The persons who signed the petition are owners of real estate located in the territory proposed to be annexed in the petition, and, as of the time the petition was filed with The Board of County Commissioners the number of valid signatures on the petition constitute a majority of the owners of real estate in that territory. In order to be valid signatures:
1. Signatures are of "owners" of property.
  2. Were not obtained more than 180 days before the date the petition was filed.
  3. Constitute a majority of the owners of the territory proposed for annexation.
- C. The City of Elyria to which the territory is proposed to be annexed has complied with divisions (D) of section 709.03 of the Revised Code, the requirement to adopt by ordinance or resolution a statement indicating what services will be provided upon annexation and approximate date the services will be provided.

D. No street or highway will be divided or segmented by the boundary line between Eaton Township and the City of Elyria as to create a road maintenance problem, or, if a street or highway be so divided or segmented, the City of Elyria has agreed, as a condition of the annexation, that it will assume the maintenance of that street or highway. For the purposes of division, "street" or "highway" has the same meaning as in section 4511.01 of the Revised Code.

II. The Board further finds the territory to be annexed is not unreasonably large based upon stipulated testimony of Attorney John L. Keyse-Walker that:

Said finding was supported by the evidence that:

The territory is not unreasonable large and 75 acres is not the largest territory this Board of Commissioners has permitted an annexation to occur. The municipality of Elyria will be able to provide services to the territory, they are not undertaking something that is unreasonable large, the shape and geographic features of the territory proposed to be annexed are regular and not unusual and are not creating any islands or peninsulas. The removal of the territory from the Township will not create a situation that the tax base of the Township to be so eroded or depleted so as to not permit the Township to continue on and provide goods and services to the township residents.

III. The Board further finds that on balance, the general good of the territory proposed to be annexed will be served, benefits to the territory proposed to be annexed and the surrounding area will outweigh the detriments to the territory proposed to be annexed and the surrounding area, if the annexation is granted. As used...here..."surrounding area" means the territory within the unincorporated area of any township located one-half mile or less from any of the territory proposed to be annexed.

Said finding was supported by the evidence that:

On balance, the general good of the territory proposed to be annexed, is served because of the availability of certain city services to those areas, including sewers, fire, police and there is also benefits to the area to be annexed and the surrounding areas and those benefits outweigh the detriments due to the availability of utilities. As part of the agreement that has been reached, city services and maintenance of Bender Road will occur and will relieve the Township of the obligation to maintain that roadway. Ultimately, we will be coming back to annex Bender Road from Chestnut Ridge to the North Ridgeville border to the City of Elyria as part of this agreement. It could not be done at this point, because it would have been an increase of territory, not permitted by the statute. The annexation will provide benefit to the surrounding area through the enhancement of value of properties in the surrounding area. Final condition which we believe that has been met, is no street or highway will be divided between the Township and the municipality as to creating maintenance issues; and

IV. The Board further finds that;

Said finding was supported by the evidence based upon stipulated testimony of Attorney Alfred Schrader, representing Eaton Township Trustees that:



The City of Elyria and the Developer have signed the agreement and the Township Trustees will meet on May 19, 2004 to approve and have asked that no opposition be presented. Attorney Schrader asked if the Board to have the hearing concluded but have the record stay open until the following documents are submitted: 1) Eaton Township Trustees Resolution accepting both agreements with the Developer and City, 2) Signed agreement by the Trustees, 3) Separate expedited annexation petition to annex Bender Road; and

BE IT FURTHER RESOLVED, that;

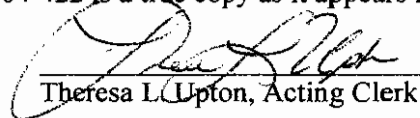
I. Based upon the findings of fact that all the conditions of annexation as contained in Revised Code 709.033 have been met the petition for annexation as presented is granted and incorporating the items of the annexation agreement between Eaton Township and the City of Elyria.

II. The Clerk be directed to enter this resolution upon the journal of the Board and send a certified copy to John Keyse-Walker, agent for petitioners, Clerk of Elyria City Council, and the Clerk of Eaton Township

III. The Clerk, if no appeal is filed within thirty days of journalization of this resolution, be directed to deliver a certified copy of the entire record to the Clerk of Elyria City Council.

Motion by Moore, seconded by Vasi to adopt Resolution. Ayes: All  
Motion carried. \_\_\_\_\_ (discussion was held on the above)

I, Theresa L. Upton, Acting Clerk to the Lorain County Board of Commissioners do hereby certify that the above Resolution NO. 04-422 is a true copy as it appears in Journal No. 04 on date of June 10, 2004.

  
Theresa L. Upton, Acting Clerk

