

# LORAIN COUNTY

## Board Of Commissioners

Betty Blair      Ted Kalo      Lori Kokoski



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Kind: RESOLUTION  
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Fee Amt: \$0.00 Page 1 of 12  
Lorain County, Ohio  
Judith M Nedwick County Recorder  
File **2013-0481749**

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Administrator

James R. Cordes  
440-329-5760

Clerk Of Board  
Theresa Upton  
440-329-5103

Ombudsman  
Larry Allen  
440-329-5488

Solid Waste Director  
Daniel Billman  
440-329-5442

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

Projects Manager  
Karen Davis  
440-329-5102

Human Resources Department  
440-329-5150

Golden Acres Administrator  
William Glowacki  
440-988-7210

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

Emergency Management  
& Homeland Security Director  
Thomas Kelley  
440-329-5117

Office on Aging Director  
Patricia Littleton  
440-329-4818

Charles Berry Bridge Supervisor  
Charles Mackin  
440-244-2137

Animal Control Officer  
J. A. Szelempa Sr.  
440-326-5997

Purchasing Director  
Yvonne Newton  
440-329-5240

Workforce Development Director  
Vivian Alexander  
440-284-1830

Office Services Supervisor  
Jennifer L. Demich  
440-329-5115

Budget Director  
Shelley Marrero  
440-329-5201

IT Director  
Ernie Smith  
440-329-5786

Maintenance Director  
Dennis Shawver  
440-329-5326

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

Records Center Supervisor  
Lynn Wallace-Smith  
440-326-4866

Lorain County Transit Manager  
Thomas Feiguson  
440-329-5545

February 28, 2006

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.

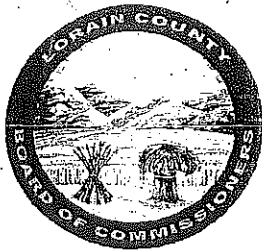
This annexation was granted January 9, 2006 by Resolution No. 06-9, for 94.0622 acres in Eaton Township to the City of Elyria – Attorney John Keyse-Walker, Agent.

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

Yours truly,  
  
Theresa L. Upton  
Clerk

tlu  
Enclosure

Cc: Attorney John Keyse-Walker  
Linda Spitzer, Financial Officer, Eaton Township  
Mark Stewart, LC Auditor/Attn: Rosemary Wirth  
Kenneth P. Carney, LC Engineer  
Judy Nedwick, LC Recorder  
Tom McNair, Tax Map  
Alex Heyd, Board of Elections  
Robin Jones, Director 9-1-1  
Gerald A. Innes, LC Assistant Prosecutor  
File



# LORAIN COUNTY

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Thomas Ferguson  
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January 13, 2006

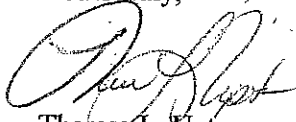
Attorney John Keyse-Walker, Agent  
Fauver, Keyse-Walker & Donovan  
5333 Meadow Lane Court  
Elyria, Ohio 44035

Dear Attorney Keyse-Walker:

Enclosed is Resolution No 06-9, adopted by the Lorain County Board of Commissioners on January 9, 2006 granting a regular Annexation Petition of 94.0622 acres from Eaton Township to the City of Elyria, Ohio.

If there are no appeals within thirty (30) days, a complete transcript will be submitted to the City of Elyria.

Yours truly,

  
Theresa L. Upton  
Clerk

tlu  
Enclosure

Cc: Art Weber, Clerk, City of Elyria  
Linda Spitzer, Financial Officer, Eaton Township  
Ken Carney, LC Engineer  
Mark Stewart, LC Auditor/Attn: Rosemary Wirth  
File

A.1

**JOURNAL ENTRY**

94.0622 acres Annexation from Eaton Township to the City of Elyria  
John Keyse-Walker – Agent

The Clerk indicated this continued public hearing was held in order to receive the executed agreement between the City of Elyria and Eaton Township, which was received on Friday, January 6, 2006.

Agent Keyse-Walker stated that this document was filed with the Clerk on January 6, 2006 and all parties are in favor of this annexation.

Discussion continued and the following resolution was adopted:

RESOLUTION NO. 06-9

In the matter of granting the regular annexation petition)  
of 94.0622 acres Annexation from Eaton Township to )  
the City of Elyria, Ohio – Attorney John Keyse-Walker )  
Agent )

January 9, 2006

WHEREAS, Resolution No. 05-1003, adopted December 15, 2005 continued the public hearing on the regular annexation petition of 94.0622 acres from Eaton Township to the City of Elyria, Ohio – Attorney John Keyse-Walker, Agent; and

WHEREAS, the continued hearing on January 9, 2006 was for the sole purpose of submitting the contract between the City of Elyria and Eaton Township and no further evidence, testimony, public notice or public comment were taken; and

WHEREAS, Agent Keyse-Walker stated that the agreement was delivered to the Clerk of Lorain County Board of Commisisoners on January 6, 2006 and

WHEREAS, the Clerk indicated this agreement was received and executed by City of Elyria and Eaton Township.

Said Legal Description reads as follows:

Situated in the Township of Eaton, County of Lorain, and the State of Ohio, and known as being part of Original Eaton Township Lots 71 and 90, and bounded and described as follows:

Beginning at an iron monument in the centerline of Bender Road, 40 feet wide, at its intersection with the centerline of Chestnut Ridge Road, 60 feet wide;

Thence North a degrees 02 minutes 23 seconds West along the centerline of Bender Road, 32.91 feet to its intersection with the northwesterly line of Chestnut Ridge Road;

Thence North 65 degrees 40 minutes 33 seconds East along the northwesterly line of Chestnut Ridge Road, 21.94 feet to its intersection with the easterly line of Bender Road, and the principal place of beginning of the parcel herein described;

Thence North 00 degrees 02 minutes 23 seconds West along the easterly line of Bender Road, 2204.89 feet to its intersection with the northerly line of said Eaton Township, and from which point a survey spike set bears North 89 degrees 56 minutes 43 seconds West, 20.00 feet;

Thence South 89 degrees 56 minutes 43 seconds East along the northerly line of Eaton Township, 3691.43 feet to an iron pin set at its intersection with the westerly line of a parcel of land conveyed to Alois Ruppe by deed recorded as Instrument No.19990610256 of Lorain County Records;

Thence South 00 degrees 17 minutes 16 seconds West along the westerly line of said land conveyed to Alois Ruppe, 626.96 feet to an iron pin set at its intersection with the northerly line of a parcel of land conveyed to David E. & Amy L. Brown by deed recorded as Instrument No.20030974173 of Lorain County Records;

Thence North 89 degrees 42 minutes 44 seconds West along the northerly line of said land conveyed to David E. & Amy L. Brown, and the northerly line of a parcel of land conveyed to Richard W. and Rebecca L. Adair by deed recorded in Volume 996, page 200, of the Official Records of Lorain County, 224.41 feet to an iron pin set at its intersection with the westerly line of said land so conveyed;

Thence South 00 degrees 17 minutes 16 seconds West along the westerly line of said land conveyed to Richard W. and Rebecca L. Adair, 317.92 feet to its intersection with the northerly line of Chestnut Ridge Road, and from which point an iron pipe found bears North 0 degrees 17 minutes 16 seconds East, 10.43 feet;

Thence South 74 degrees 14 minutes 16 seconds West along the northerly line of Chestnut Ridge Road, 62.47 feet to an iron pin set at its intersection with the easterly line of a parcel of land conveyed to Donald T. and Donna Kay Reisz by deed recorded as Instrument No.20010756154 of Lorain County Records;

Thence North 00 degrees 17 minutes 16 seconds East along the easterly line of said land conveyed to Donald T. and Donna Kay Reisz, 335.19 feet to an iron pin set at its intersection with the northerly line of said land so conveyed;

Thence North 89 degrees 42 minutes 44 seconds West along the northerly line of said land conveyed to Donald T. and Donna Kay Reisz, and the northerly line of a parcel of land conveyed to Henry and Dawn H. Sunderman by deed recorded in Volume 1398, page 941, of Lorain County Records, 227.44 feet to an iron pipe found at its intersection with the easterly line of a parcel of land conveyed to Robert M. Ternes Sr., Trustee, by deed recorded as Instrument No. 20000696249 of Lorain County Records;

Thence North 00 degrees 17 minutes 16 seconds East along the easterly line of said land conveyed to Robert M. Ternes Sr., Trustee, 163.89 feet to its intersection with the northerly line of said land so conveyed and from which point an iron pin found bears South 89 degrees 42 minutes 44 seconds East, 0.47 feet;

Thence North 89 degrees 42 minutes 44 seconds West along the northerly line of said land conveyed to Robert M. Ternes Sr., Trustee, 452.45 feet to an iron pin set at its intersection with the westerly line of said land so conveyed;

Thence South 00 degrees 38 minutes 28 seconds West along the westerly line of said land conveyed to Robert M. Ternes Sr., Trustee, 26.11 feet to an iron pin set at its intersection with the northerly line of a parcel of land conveyed to Melvin J. and Marie G. Ternes, Trustees, by deed recorded as Instrument No.20020837007 of Lorain County Records;

Thence South 73 degrees 03 minute 44 seconds West along the northerly line of said land conveyed to Melvin J. and Marie G. Ternes, Trustees, 1063.55 feet to an iron pin set at its intersection with the easterly line of said O.L.90;

Thence South 67 degrees 47 minutes 09 seconds West along the southerly line of a parcel of land conveyed to Sugar Chestnut LLC, by deed recorded as Instrument No. 20050084083 of Lorain County Records, 338.85 feet to an iron pin set at its intersection with the westerly line of a parcel of land conveyed to Peter D. & Loretta Ternes by deed recorded in Volume 1093, Page 736 of Lorain County Records;

Thence South 00 degrees 20 minutes 50 seconds West along the westerly line of said land conveyed to Peter D. & Loretta Ternes, 667.51 feet to an iron pin set at its intersection with the northwesterly line of Chestnut Ridge Road;

Thence South 67 degrees 46 minutes 55 seconds West along the northwesterly line of Chestnut Ridge Road, 391.05 feet to an angle point, therein;

Thence South 65 degrees 40 minutes 33 seconds West along the northwesterly line of Chestnut Ridge Road, 1125.72 feet to the principal place of beginning, and containing 94.0622 acres of land, of which 66.5439 acres lie within Original Lot 90, and 27.5183 acres lie within Original Lot 71, all as described by Donald G. Bohning & Associates, Inc. in October, 2005, based upon a survey of the same last date.

The courses used in this description are referenced to an assumed meridian and are used to indicate angles only.



**Kenneth L. Bohning Registered Surveyor # 6720**

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 Ordinance No. 2005-132 setting forth services

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 Ordinance has 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 Agent for Petitioners that:

Said finding was supported by the evidence that:

The territory is not unreasonable large and 94.0622 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 amended 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 available 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 out weight the deterrents due to the availability of utilities.

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 Keyse-Walker, Agent and there were no oppositions presented by the Township Trustees; and

V. The Board further finds that;

Said finding was supported by the evidence based upon the Annexation Agreement submitted and executed by Attorney John Keyse-Walker, Agent for Petitioners, Eaton Township Trustees and the City of Elyria

Said agreement is as follows:

This Annexation Agreement ("Agreement") is made by and between the Township of Eaton (hereinafter "Township"), whose mailing address is Eaton 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, 131 Court 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.

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 a "recreation 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 "Eaton 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 recreation 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.

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 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 representative, have executed this Agreement in duplicate on the dates written below their respective signatures.

APPROVED AS TO FORM  
S/Terry S. Shilling, Law Director 12-28-05

CITY OF ELYRIA, OHIO  
By: Mayor, William M. Grace  
Date: 12-28-05

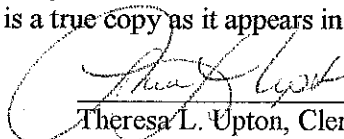
TOWNSHIP OF EATON  
By: Trustee Gary McCort  
Date: 11-15-05  
By: Trustee Ernie Walker  
Date: 11-15-05  
By: Trustee Eugene Szczepanski  
Date: 11-15-05

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, Fiscal Officer of Eaton Township and Clerk of Elyria City
- 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 to the Village.

Motion by Kokoski, seconded by Blair to adopt Resolution. Ayes: all.  
Motion carried. \_\_\_\_\_ (discussion was held on the above)

I, Theresa L. Upton, Clerk to the Lorain County Board of Commissioners do hereby certify that the above Resolution No. 06-9 is a true copy as it appears in Journal No. 06 on date of January 9, 2006.

  
\_\_\_\_\_  
Theresa L. Upton, Clerk

