



Matt Lundy Lori Kokoski Sharon Sweda

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Elyria, OH 44035
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County Administrator
James R. Cordes
440-329-5760

Clerk of Board of Commissioners
Theresa Upton
440-329-5103

Dog Warden
Timothy Pihlblad
440-326-5997

Budget Director
440-329-5201

Charles Berry Bridge Superintendent
Al Zocchi
440-244-2137

Children & Family Council
440-284-4464

Community Development Director
Don Romancak
440-328-2323

E-9-1-1 Director
Tracy Lopez
440-329-5444

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

Facilities Management Director
Karen Davis
440-329-5102

Human Resources Department
440-329-5150

IT Director
Ernie Smith
440-329-5786

Lorain County Crime/Drug Lab Director
440-329-5636

Lorain County Transit
Pamela Novak
440-329-5525

Office of Sustainability Coordinator
440-328-2361

Purchasing
440-329-5240

Records Center Supervisor
Denise Lindak
440-326-4866

Solid Waste Director
440-329-5442

Visit Lorain County
440-984-5282

Workforce Development Director
Mike Longo
440-284-1834

May 18, 2019

City of Oberlin
85 S. Main Street
Oberlin, Ohio 44074

Dear Law Director Clark:

Enclosed is a complete transcript of the granted Expedited Type 1 Annexation of 1.446 acres from Pittsfield Township to the City of Oberlin, Ohio.

This annexation was granted May 15, 2019 by Resolution No. 19-276, Attorney Jon Clark, Agent.

Sincerely,

Theresa L. Upton
Clerk

tlu

Enclosure

Cc: Pittsfield Township Trustees
Craig Snodgrass, LC Auditor
Kenneth P. Carney, LC Engineer
Judy Nedwick, LC Recorder
Ted Spillman, Tax Map
Paul Adams, Board of Elections
Tracey Lopez, Director 9-1-1
File

Thence easterly along Kaiser and Porter's southerly line, a distance of about 333.41 feet to the westerly line of land conveyed to Matthew S. Keddell as recorded in Instrument No. 20160580436 of the Lorain County Records;

Thence southerly along Keddell's westerly line, a distance of about 100.00 feet to the northeasterly corner of land conveyed to Eugene F. Smith as recorded in Official Record Volume 1318, page 806 of the Lorain County Records;

Thence westerly along Smith's northerly line, a distance of about 316.55 feet to the original centerline of State Route 58;

Thence southerly along the original centerline of State Route 58, a distance of about 62.88 to a point in the easterly extension of the southerly line of "Block C" in said Oberlin Reserve Subdivision No. 1;

Thence westerly in the easterly extension the southerly line of "Block C" in Oberlin Reserve Subdivision No. 1 a distance of about 56.01 feet to a point in the westerly right of way of State Route 58;

Thence northwesterly along the westerly right of way of State Route 58, a distance of about 140.00 feet to an angle point therein;

Thence, continuing northwesterly along the westerly right of way of State Route 58, a distance of about 374.09 feet to the northerly line of Original Pittsfield Township Lot No. 6;

Containing within said bounds about 1.446 acres of land of which 0.724 acre are in Original Pittsfield Township Lot No. 5 and 0.722 acre of land are in Original Pittsfield Township Lot No. 6.

The above description has been prepared from record information only.

S/Trevor A. Bixler, P.S. Professional Surveyor, Ohio No. 7730

KS Associates, Elyria, Ohio

And;

WHEREAS, the Annexation Agreement is in accordance with City of Oberlin Ordinance No. 06-71 AC CMS – approving an annexation agreement between the Board of Trustees of Pittsfield Township, Lorain County, Ohio and the City of Oberlin effective October 19, 2006 is as follows:

property located within the District and take any and all legislative action that may be necessary in order to facilitate the approval of any such annexation application. Annexations will be processed pursuant to the applicable provisions of the Ohio Revised Code.

B. Any parcel annexed to the City and located within the District shall become a part of the City for all purposes, including, but not limited to, taxation, voting, and public services. A Petition to Conform Boundaries as set forth in Section 503.07 of the Ohio Revised Code shall not be necessary unless required by law.

C. The City agrees that it will not accept or approve annexation petitions for property in the Township which is located outside of the District, without the written approval of the Township, in the following areas:

1. **Route 58 South.** All properties immediately adjacent to the east and west side of the State Route 58 right-of-way and contiguous with the southerly boundary of the District, and being further described by parcel numbers and map in Exhibit C attached hereto and incorporated by reference herein. This limitation will be for the duration of this Agreement.
2. **U.S. 20 West.** All properties located outside of the boundary of the District that are located along U.S. 20, and being further described by parcel numbers and map in Exhibit D attached hereto and incorporated by reference herein. This restriction on annexation is to be in effect for a period of ten (10) years from the effective date of this Agreement.

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D. Should annexations occur outside of the District with written approval of the Township, the City and Township agrees that the boundaries of the District will be adjusted to include any annexations outside of the District as shown on Exhibit A as it exists at the time this Agreement is signed. Any agreed adjustments to the District boundaries will be reflected on the map which will be forwarded to the City and the Township as an "Amended Exhibit A, (date)."

Section 3. Zoning and Planning

A. The City and the Township agree that all property located in the District shall be subject to the district uses that are set forth in Exhibit E attached hereto and incorporated by reference, and the design standards that are set forth in Exhibit F attached hereto and incorporated by reference. To ensure that such a unified zoning, planning and design plan is implemented, the City and the Township will take the following action:

1. Coincidentally with the approval of this Agreement, the City will initiate procedures to appropriately modify Section 1329.03 of its Codified Ordinances, entitled "Classification of Annexed Land," and take any and all other necessary action to ensure that property located in the District, which is currently located within the City, or that is annexed into the City during the term of this Agreement, is subject to the agreed upon land use plan and district uses as shown in Exhibit E attached hereto and the design standards as shown on Exhibit F attached hereto.
2. Coincidentally with the approval of this Agreement, the Township agrees that it will initiate procedures and take any and all necessary action to

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made by the City to the Township semi-annually within two (2) months after real property taxes are received by the City. Payments made after the two-month payment period will be assessed monthly interest for those months following the two-month payment period. The interest rate will be tied to the Federal Reserve Board's Federal Funds rate plus one percent (1%).

D. Income Taxes. The City agrees to pay to the Township an amount equal to eighteen percent (18%) of the income tax withholdings collected by employers and received by the City from employers located within the District, upon land that has been annexed into the City. Payments will be made by the City to the Township semi-annually within two (2) months after June 30th and December 31st of each year for the term of this Agreement. Payments made after the two-month payment period will be assessed monthly interest for those months following the two-month payment period. The interest rate will be tied to the Federal Reserve Board's Federal Funds rate plus one percent (1%).

E. The City agrees that it shall collect a one-time payment for each residential building permit issued for property within the District, except for phases I, II and III of the Oberlin Reserve development which is specifically excluded, for the term of this Agreement and for any extensions. This "annexation fee" shall not be applicable to alterations, additions, remodeling or expansion of existing structures. It shall be collected by the City as a condition for issuance of a building permit and shall be in the form of a check made payable to Pittsfield Township according to the following schedule:

\$250.00 per unit for detached single family dwellings

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\$200.00 per unit for duplex or triplex units
\$150.00 per unit for multi-family containing 4 to 12 units
\$100.00 per unit for multi-family containing 13 or more units

The City shall forward checks to Pittsfield Township within thirty (30) days of collection. The Township agrees to indemnify the City for all expenses and/or damages of any kind that the City may incur that are related to or that may arise out of the payment of said "annexation fees" for residential development.

F. Pursuant to Section 709.192(C)(14) of the Ohio Revised Code, the payments set forth in this Section 4 shall be in lieu of taxes or other payments required by law or otherwise to be paid by the City to the Township as a result of the annexation to the City of any property located in the District including previously annexed territory within the District.

G. Other Revenue Issues. All provisions within this Agreement regarding the sharing of revenue by the City with the Township shall apply to said revenue received by the City after January 1, 2005, subject to this Agreement being approved and executed by both the City and the Township. There shall be no overlap of revenue sharing from the previous Revenue Sharing Agreement between the parties and dated August 2, 1991, and this Agreement. Personal property taxes, estate taxes, or any other revenues currently received by the City, or that may be received by the City in the future, that are not specifically mentioned in this Agreement, shall not be shared by the City with the Township.

H. Duty to Negotiate Extension of Revenues. It is contemplated that this Agreement will be in effect for a term of fifty (50) years, unless both parties agree to an earlier termination. In that regard, the parties agree that they will meet and discuss

the City of the property owner's intent to use an on-site system subject to EPA and Lorain County Health Department approval. The City shall have a period of three months to evaluate whether sewer services can be provided to the property. The parties to this Agreement desire to encourage use of the best available technology. Once annexation and connection to the City's sanitary system does become feasible, within one year the property owner must connect to the City's system at the property owner's expense, plus pay for the property owner's fair share of the City's capital costs to extend the sanitary sewer line.

Section 7. Term

- A. This Agreement shall be in effect for an original term of twenty-five (25) years from the later of the date that it is approved by Ordinance of the City Council and Resolution of the Trustees of the Township. At the end of the twenty-fifth year, the Agreement shall automatically renew for another twenty-five (25) year term unless the legislative authorities of the City and the Township each affirmatively act by official legislation to terminate the Agreement.
- B. The City and the Township agree that they will meet at least every five (5) years during the term of this Agreement in order to review and evaluate whether the terms of this Agreement remain consistent with their intent or whether adjustments need to be made. Should new or amended state legislation alter the tax structure upon which the consideration in this Agreement is based, the parties agree to meet prior to the effective date of such legislation to determine whether adjustments need to be made. Any adjustments to this Agreement must be in

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writing and approved by both the City and the Township by appropriate legislation.

- C. This Agreement may be terminated at any time by mutual consent of the City and the Township as authorized by their respective legislative authorities. In order for such termination to be effective, the legislative actions of the parties to terminate this Agreement must occur and be effective within a period of ninety (90) days of each other. Upon termination, all property annexed pursuant to this Agreement shall remain part of the City for all purposes.

Section 8. Amendments

- A. In addition to the amendments authorized by Section 1C herein, this Agreement may be amended by the City and the Township only in a writing approved by the legislative authorities of both parties, and further providing that for such amendment to be effective, the legislative actions of the parties must occur and be effective within a period of ninety (90) days of each other.

Section 9. Disputes

- A. In the event that a dispute arises as to any of the terms or applicability of this Agreement, the parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediator at the earliest possible date and with the least amount of expense and inconvenience to the parties. The expenses of the mediation process shall be borne one-half (1/2) by the City and one-half (1/2) by the Township.
- B. Failure of any party to comply with the terms of this Agreement shall constitute a default. The non-defaulting party shall give written notice to the defaulting party

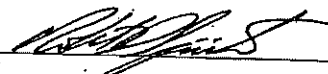
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IN WITNESS WHEREOF, the City and the Township have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the day and year first above written.

Signed in the presence of:


CITY OF OBERLIN


Print Name: DANIEL J. GARDNER


Its: City Manager

Signed in the presence of:

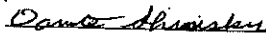
THE TOWNSHIP OF PITTSFIELD


Print Name: DAN SHINSKY

By: Mark M^cConnell
Trustee Mark M^cConnell

DAN SHINSKY
Print Name: Dan Shinsky


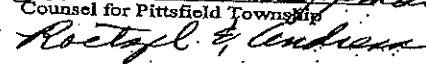
By: Steve L. Magyar
Trustee Steve L. Magyar


Print Name: DAN SHINSKY

By: Mark Dredzick
Trustee MARK DREDZICK

Approved as to legal form:

By: 
Eric R. Severs
Oberlin Law Director

By: 
Daniel L. Shegeman
Counsel for Pittsfield Township


1162177.1.104005.0001

And;

WHEREAS, Clerk noted this proposed Annexation on the April 30, 2019 Commissioners agenda; and

WHEREAS, April 24, 2019 letters were issued to Craig Snodgrass, Lorain County Auditor and Kenneth P. Carney, Lorain County Engineer asking for review and accuracy of the Petition and Map; and

WHEREAS, April 26, 2019 Chief Deputy Engineer Peter Zwick submitted a letter as follows:

“We report that the petition’s legal description is incomplete, and therefore does not accurately describe the perimeter of territory proposed to be annexed to the city of Oberlin. Once course is missing from the description; and

WHEREAS, May 2, 2019 Agent Clark submitted the corrected legal description, which was then resubmitted to the County Engineer and they confirmed on May 14, 2019 that the petition’s legal description now accurately describes the perimeter of the territory proposed to be annexed to the City of Oberlin as follows

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Lorain County, Ohio, that upon review of the documents submitted, the following findings are made:

The Petition contains the signatures of all the property owners in the territory to be annexed.

1. The Petition contains an accurate legal description of the perimeter of the territory proposed to be annexed.
2. The Petition contains an accurate map or plat of the territory proposed to be annexed.
3. The Petition contains the name of the person acting as statutory agent for the petitioners.
4. Filed with the Petition is a list of all the tracts, lots or parcels in the territory proposed to be annexed together with all the tracts, lots or parcels located adjacent to the territory to be annexed or directly across the road, including the name and mailing address of each owner and the permanent parcel number of each parcel.
5. Filed with the Petition is an Annexation Agreement between the City of Oberlin and Pittsfield Township

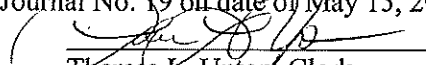
BE IT FURTHER RESOLVED that:

- I. Upon the findings that all of the conditions of annexation as contained in Revised Code Section 709.022 have been met, the Petition as presented is granted, incorporating the Annexation Agreement between the City of Oberlin and Pittsfield Township.
- II. Herein the annex area will not be excluded from the Township
- III. The Clerk is directed to enter the resolution upon the journal of the Board and send a certified copy of the record (including all resolutions, the petition, the map and all other papers on file to the City of Oberlin)

Motion by Lundy seconded by Kokoski to adopt Resolution. Upon roll call the vote taken thereon, resulted as: Ayes: Lundy, Kokoski & Sweda / Nays: None

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. 19-276 is a true copy as it appears in Journal No. 19 on date of May 15, 2019



Theresa L. Upton, Clerk

EXHIBIT B

(Map of Property to Be Annexed)

RECEIVED
2019 APR 23 P 12:29

THE STATE OF OHIO
DEPARTMENT OF REVENUE
PROFESSIONAL SURVEYOR, OHIO NO. 7730



LEGEND

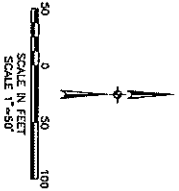
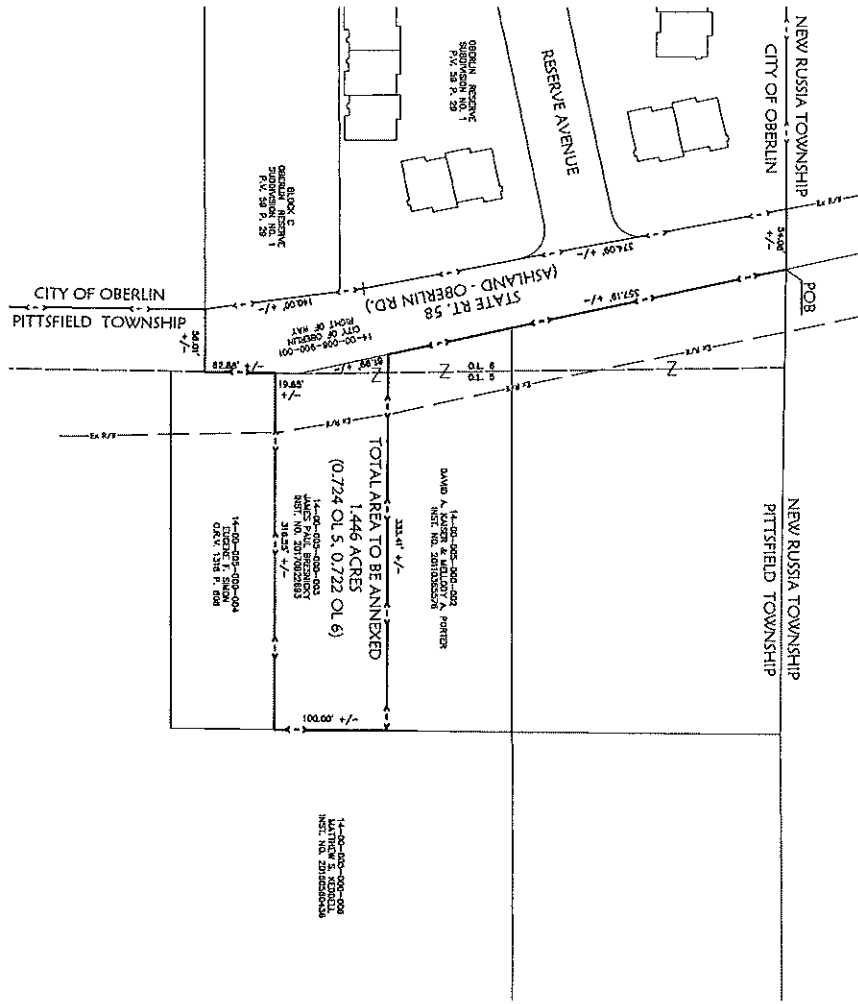
--- DRAINAGE CORPORAION LINE
--- PROPOSED CORPORAION LINE
--- DRAINAGE RIGHT OF WAY
--- ORIGINAL LOT LINE

ABBREVIATIONS

INST INSTRUMENT
MTR METER
LOT ORIGINAL LOT
ORV ORIGINAL RECORD VOLUME
POB POINT OF BEGINNING
PV PLAT VOLUME

AREA TABLE

14-02-025-001-003
AREA WITHIN Q. 3 0.724 ACRES
AREA WITHIN Q. 5 0.722 ACRES
TOTAL 1.446 ACRES
14-02-025-001-001
AREA WITHIN Q. 1 0.722 ACRES
14-02-025-001-002
AREA WITHIN Q. 2 0.724 ACRES
GRAND TOTAL 1.446 ACRES (0.724 ACRES Q. 3 & 0.722 ACRES Q. 5)



SHEET 1 OF 1	JOB NO. 18104	<p>ANNEXATION MAP</p> <p>OF PART OF ORIGINAL PITTSFIELD TOWNSHIP LOT NOS. 5 & 6 TOWNSHIP OF PITTSFIELD, COUNTY OF LORAIN STATE OF OHIO</p>	<p>KS ASSOCIATES</p>	<p>KS Associates, Inc. 260 Burn Road, Suite 100 Elyria, OH 44036 P 440 865 4780 F 440 365 4790 www.ksassoc.com</p>	DATE: 4-23-19	DATE	DESCRIPTION	BY
					DRAWN BY: KAM	REVISIONS		
					CHECKED BY: JDA			
					DWG. NAME: 18104-ANNEX.MXD			
					PAGE: 02 OF 30			
					P.L.:			