

City of  
**Oberlin**

85 South Main Street, Oberlin, Ohio 44074  
(440) 775-1531

**CERTIFICATION**

I, Eugene F. Simon, CMC – Clerk of Oberlin City Council, do hereby certify that the attached are true and correct copies of Ordinance No. 91-42 AC CMS and its attached agreement between the City of Oberlin and the Board of Trustees of Pittsfield Township, dated August 2, 1991.

August 24, 2006  
Dated

Eugene F. Simon  
Eugene F. Simon, CMC – Clerk  
Oberlin City Council

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*"Ohio's Best College Town"*

—OHIO Magazine

ORDINANCE NO. 91-42 AC CMS

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN  
THE BOARD OF TRUSTEES OF PITTSFIELD TOWNSHIP, LORAIN COUNTY,  
OHIO, AND THE CITY OF OBERLIN, OHIO

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, a majority of all members elected thereto concurring:

SECTION 1. That the proposed agreement between the Board of Trustees of Pittsfield Township, Lorain County, Ohio, and the City of Oberlin, Ohio, a copy being attached hereto as Exhibit A and incorporated herein by reference, is hereby approved, and the City Manager is hereby authorized and directed to execute same on behalf of the City.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance shall take effect at the earliest date allowed by law.

PASSED: 1st Reading - June 3, 1991  
2nd Reading - June 17, 1991  
3rd Reading - July 1, 1991

ATTEST:

  
CLERK OF COUNCIL

  
CHAIRMAN OF COUNCIL

POSTED: July 3, 1991

EFFECTIVE DATE: August 1, 1991

part of ord 91-4a

AGREEMENT

This Agreement is made and executed at Oberlin, Ohio, on this 2nd day of August, 1991, by and between the City of Oberlin, Ohio, an Ohio Chartered Municipal Corporation, hereinafter referred to as "CITY", and the Board of Township Trustees of Pittsfield Township, Lorain County, Ohio, hereinafter referred to as "TOWNSHIP";

WITNESSETH:

WHEREAS, certain areas of real property located in the TOWNSHIP and directly South of the CITY have the potential for economic development, including residential, commercial, and industrial construction; and,

WHEREAS, any economic development of the property is dependent upon the availability of utility services, including sanitary sewer service, which will only be furnished by the CITY as a result of annexation of the property to the CITY; and,

WHEREAS, the CITY and the TOWNSHIP have been negotiating for approximately two years to develop an agreement which will allow for the orderly annexation of said property to the CITY in order that utilities may be available for development and to compensate the TOWNSHIP for lost revenues as a result of any annexation occurring in the area described; and,

WHEREAS, the CITY has determined that an agreement with the TOWNSHIP concerning annexation and addressing the issue of lost revenues to the TOWNSHIP will facilitate annexation proceedings which will allow development to occur within the CITY, such resulting in increased job opportunities and a net increase in

revenues to the CITY; and,

WHEREAS, CITY and TOWNSHIP have determined that the execution of such an agreement is reasonable and necessary to serve the interests of the residents of their appropriate jurisdictions and is in the best interests of the residents thereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The TOWNSHIP agrees that during the term of this agreement, including any renewals thereof, it will not object to any annexation of TOWNSHIP property to the City of Oberlin, Ohio, if said annexation is of property located within the area, hereinafter referred to as "Area", set forth in the map attached hereto as Exhibit A and the legal description attached hereto as Exhibit B, both of which are incorporated herein by reference.

2. To the extent permitted by law, the CITY agrees that it will remit to the TOWNSHIP, to compensate the TOWNSHIP for lost revenues as a result of Annexation, the following tax revenues generated from any real property located in the Area covered by the agreement and annexed to the CITY during the term or any renewal of the agreement:

a. One hundred percent (100%) of all real estate property tax revenues that the TOWNSHIP received for general or road and bridge improvement or construction purposes in the year immediately preceding the completion of the annexation of the property to the CITY, for a period of twelve (12) years. Said twelve (12) years of payments shall be made by the CITY to the TOWNSHIP semi-annually within thirty (30) days of the date that the CITY receives its real estate tax

settlement from the Lorain County Auditor. Said payments shall commence with the first receipt of tax revenue by the CITY for the property that has been annexed to the CITY.

b. Fifty percent (50%) of any additional real estate property tax revenues received by the CITY as a result of the annexation of real property located in the Area covered by this agreement, and generated by commercial or industrial construction commenced upon the property after annexation. Said TOWNSHIP share of additional real estate property tax revenues shall be first due the TOWNSHIP upon the first receipt of any of said additional real estate property tax revenues by the CITY, and shall continue for twelve (12) years thereafter. Said twelve (12) years of payments shall be made by the CITY to the TOWNSHIP semi-annually within thirty (30) days of the date that the CITY receives its real estate tax settlement from the Lorain County Auditor.

c. One hundred percent (100%) of all personal property tax revenues that the TOWNSHIP received in the year immediately prior to annexation from any business situated on real property located in the Area subject to this agreement and annexed to the CITY. Said payment of personal property tax revenues shall commence with the first receipt of said personal property tax revenue by the CITY after the annexation of the property to the CITY has been completed and shall continue for twelve (12) years thereafter. The CITY shall make each yearly remittance to the TOWNSHIP within thirty (30) days of the date that the CITY receives said personal property tax revenues from the Lorain County Auditor.

d. Fifty percent (50%) of any increase in personal property tax revenues received by the CITY as a result of new commercial or industrial activity occurring upon real property annexed to the CITY and located in the Area covered by this agreement, which commenced after the <sup>4/3/93</sup> completion of said annexation proceedings. Said TOWNSHIP share of the increased personal property taxes shall be paid to the TOWNSHIP for a period of twelve (12) years from the date that the CITY first receives said additional personal property taxes from the Lorain County Auditor. For each of said twelve (12) years, the CITY shall make remittance to the TOWNSHIP of their share of said new personal property taxes within thirty (30) days of the date that the CITY receives personal property taxes from the Lorain County Auditor.

3. CITY and TOWNSHIP agree that in no event shall the amount remitted by the CITY to the TOWNSHIP in any one year, pursuant to Paragraphs 2a and 2b herein, exceed the amount of real property taxes collected by the CITY from the property annexed and deposited into the general fund of the CITY for that year.

4. CITY and TOWNSHIP further agree that in no event shall the amount remitted by the CITY to the TOWNSHIP in any one year, pursuant to Paragraphs 2c and 2d herein, exceed the amount of personal property taxes collected by the CITY from the property annexed and deposited into the general fund of the CITY for that year.

5. During the term of this agreement and any renewals thereof, the CITY agrees to remit to the TOWNSHIP an amount equal to 7.5% of all municipal income tax revenues realized by the CITY

and derived from the annexed real property located in the Area covered by this agreement. Said remittance shall be made to the TOWNSHIP semi-annually for the prior six (6) month period, payable on or before January 30 and July 30 each year, commencing with the calendar year following completion of the annexation proceedings.

6. The CITY and TOWNSHIP agree that if, subsequent to the annexation of real property to the CITY that is located in the Area covered by this agreement, the CITY creates an Enterprise Zone, Community Reinvestment Area, or other entity which is authorized by the Ohio Revised Code and that allows reduction in real, personal property, and income taxes as an incentive to business and industry locating therein, and said entity includes land that is subject to this agreement, the TOWNSHIP shall be entitled to have a representative as a member of the Enterprise Zone negotiating board or Community Reinvestment Area committee. Said representative shall be chosen by the Township Trustees, have the right to attend all meetings of said board or committee, but shall have no vote. Further, if the creation of such an Enterprise Zone or Community Reinvestment Area results in the reduction or abatement of real, personal property, or income taxes which are subject to this agreement, the TOWNSHIP agrees that the amount of taxes to be remitted to it pursuant to Paragraphs 2 and 5 hereinbefore, shall be proportionately reduced, subject, however, to Paragraphs 3 and 4 set forth hereinbefore.

*RP, PP, +IT*  
*GFL*

7. It is contemplated that the CITY will assume fire protection responsibility for certain areas along State Route 58 South of Oberlin which, as a result of pending annexation proceedings, may, essentially, be surrounded by the CITY but still located

in Pittsfield Township. Said properties are presently within the Wellington Fire District. TOWNSHIP will negotiate with said fire district to allow the City of Oberlin, Ohio, to provide said fire service to that Area, pursuant to contract, with the CITY receiving a service fee similar to that which the CITY has already negotiated with the Russia Township Trustees. Additionally, the Wellington Fire District currently collects a levy which will not expire until 1994. As those monies will continue to be collected until the levy expires in 1994, including from real estate that may be annexed to the City of Oberlin, Ohio, pursuant to this agreement, the TOWNSHIP agrees to facilitate negotiations between the CITY and the Wellington Fire District for an agreement which would allow the CITY to receive a fair share of those revenues that are generated from properties that are annexed to the CITY prior to the expiration of the levy in 1994.

8. TOWNSHIP agrees that if there is a finding by a Court of competent jurisdiction that any part of this agreement is invalid, void, illegal, improper, unenforceable, or exceeds the corporate authority of the CITY, and if said finding results in any money judgment, order for Attorney's fees, assessment of penalty, or any other cost to the CITY, TOWNSHIP will immediately reimburse the CITY for Fifty percent (50%) of said loss. Additionally, TOWNSHIP agrees that it will, jointly with the CITY, vigorously defend the enforceability and validity of all provisions of this agreement against any claim or challenge whatsoever, and assume Fifty percent (50%) of any legal expenses incurred in the defense of same. In defending said agreement, TOWNSHIP may, if it desires, retain its own legal counsel and, presuming that said legal counsel vigorously



defends the agreement and participates in all proceedings relating to the litigation determining its validity, said legal expense for its own legal counsel shall satisfy its duty to reimburse the CITY for Fifty percent (50%) of the legal expenses incurred in defending this agreement. Further, TOWNSHIP agrees and stipulates that any annexation that takes place during the term of this agreement in the Area covered by this agreement, and prior to any finding that this agreement or any part of this agreement is invalid, void, illegal, improper, unenforceable, or exceeds the corporate authority of the CITY, or is otherwise contrary to law, shall remain valid and effective, and shall not be affected by the subsequent determination that all or any part of this agreement is so unenforceable.

9. This agreement shall be in effect for an original term of twenty (20) years from the later of the date that it is approved by Ordinance by the City Council of the City of Oberlin, Ohio, and Resolution of the Trustees of Pittsfield Township. This agreement may be reviewed at any time within said twenty (20) year term, upon consent of both the CITY and the TOWNSHIP. At the end of the twentieth year of this agreement, if no modifications have been jointly agreed upon by the TOWNSHIP and the CITY, this agreement will automatically renew for an additional twenty (20) years. This agreement may not be terminated or modified in any manner during its original term or any renewal, except by written consent of both the CITY and the TOWNSHIP.

10. In the event that one or more of the provisions contained within this agreement are held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenfor-

ceability shall not affect any other provision of this agreement. However, if the provisions set forth in Paragraph 5 <sup>Incessuety</sup> hereinbefore are held to be invalid, illegal, or unenforceable, the TOWNSHIP shall have the option to terminate the Agreement at any time thereafter during the remainder of the term upon thirty (30) days advance notice, or continue performance pursuant to the remaining portions of the Agreement, or both the CITY and the TOWNSHIP shall have the option to, for a period of sixty (60) days, use their best efforts to renegotiate so that the spirit and intent of Paragraph 5 is preserved, in such manner as to comply with any such holding.

11. In the event that a dispute arises concerning the amounts payable under this agreement, CITY and TOWNSHIP agree to attempt to amicably resolve the dispute at the earliest possible date, and with the least amount of expense and inconvenience to the parties. If the dispute is not able to be settled and resolved between the parties, then the controversy shall be submitted to final and binding arbitration as follows:

- a. The CITY will select an arbitrator.
- b. The TOWNSHIP will select an arbitrator.
- c. The two arbitrators so selected shall select an impartial arbitrator who shall serve as the chairperson of the arbitration panel.
- d. The issues by and between the CITY and the TOWNSHIP shall be submitted to the panel who will hear and take evidence and will render a final decision which shall be binding upon the parties.
- e. The expenses of the arbitration shall be borne one-half (½) by the TOWNSHIP and one-half (½) by the CITY.

IN WITNESS WHEREOF, the parties have hereto set their hands to this agreement on the day and year first above written.

IN THE PRESENCE OF:

Eric R. Severs

James M. Carls

Richard D. ...

Mark M. Connell

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CITY OF OBERLIN, OHIO

by: Deborah G. Kimble  
Deborah G. Kimble, City Manger

THE TOWNSHIP OF PITTSFIELD

by: John H. Brasee  
John Brasee, Trustee

by: Robert Brill  
Robert Brill, Trustee

by: Mark Diedrick  
Mark Diedrick, Trustee

Approved as to form:

Eric R. Severs  
Eric R. Severs, City Solicitor



424 Middle Avenue • P.O. Box 89 • Elyria, Ohio 44036

Job No. OB-001

June 18, 1991

Legal Description - Revenue Sharing District  
CITY OF OBERLIN & PITTSFIELD TOWNSHIP

Situated in the Township of Pittsfield, County of Lorain and State of Ohio, and being known as part of Original Pittsfield Township Lot Nos. 3, 17, 18, 24, 26, 27, 28, 29, 30 and 31, and all of Original Pittsfield Township Lot Nos. 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 and 25, and being more definitely described as follows:

Beginning at a point at the intersection of the centerline of Norwalk-Kipton East Road, also known as U.S. Route 20, and the northerly line of Original Pittsfield Township Lot No. 3;

Thence Westerly in the northerly line of said Original Lot No. 3 and in the northerly line of Original Pittsfield Township Lot Nos. 4, 5, 6, 7, 8, 9 and 10, a distance of about 20,598 feet to a point and the northwesterly corner of said Original Pittsfield Township Lot No. 10, said point also being the northwesterly corner of Pittsfield Township;

Thence Southerly in the westerly line of Original Pittsfield Township Lot Nos. 10, 11 and 30, also being the westerly line of Pittsfield Township, a distance of about 4,250 feet to a point in the centerline of Norwalk-Kipton East Road;

Thence Southerly in the westerly line of Original Pittsfield Township Lot Nos. 30 and 31, a distance of about 926 feet to a point being 850 feet by rectangular measurement southeasterly of the centerline of Norwalk-Kipton East Road;

Thence Northeasterly, in a line parallel to and 850 feet, by rectangular measurement, southeasterly of the centerline of Norwalk-Kipton East Road, a distance of about 351 feet to a point of curve;

Thence Northeasterly, continuing in a line parallel to and 850 feet, by rectangular measurement, southeasterly of the centerline of Norwalk-Kipton East Road, in the arc of curve bearing to the right and having a radius of 10,609.20 feet, an arc distance of about 4,239 feet to a point of tangent;

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Legal Description - Revenue Sharing District  
CITY OF OBERLIN & PITTSFIELD TOWNSHIP

Thence Southeasterly, continuing in a line parallel to and 850 feet, by rectangular measurement, southeasterly of the centerline of Norwalk-Kipton East Road, a distance of about 8,064 feet to a point of curve;

Thence Northeasterly, continuing in a line parallel to and 850 feet, by rectangular measurement, southeasterly of the centerline of Norwalk-Kipton East Road, in the arc of a curve bearing to the left and having a radius of 12,309.20 feet, an arc distance of about 1,448 feet to a point in the centerline of Ashland-Oberlin Road, also known as Ohio State Route 58;

Thence Southerly, in the centerline of Ashland-Oberlin Road, a distance of about 807 feet to the northwesterly corner of land now or formerly owned by Douglas M. Nickles;

Thence Easterly, along the northerly line of said Nickles land, a distance of about 335 feet to a point and the northeasterly corner thereof;

Thence Southerly, along the easterly line of said Nickles land, a distance of about 150 feet to a point in the southerly line of Original Pittsfield Township Lot No. 25;

Thence Easterly, in the southerly line of said Lot No. 25, a distance of about 2200 feet to a point and the southeasterly corner thereof;

Thence Northerly, in the easterly line of said Lot No. 25 also being the westerly line of land now or formerly owned by John G. & Billie Jo Dovin, a distance of about 141 feet to a point and the northwesterly corner of said Dovin land;

Thence Easterly, in the northerly line of said Dovin land, a distance of about 407 feet to a point in the centerline of Hallauer Road;

Thence Northeasterly in the centerline of Hallauer Road, a distance of about 2959 feet to a point being 850 feet, by rectangular measurement, southeasterly of the centerline of Norwalk-Kipton East Road;

Thence Northeasterly in a line parallel to and 850 feet, by rectangular measurement, southeasterly of the centerline of Norwalk-Kipton East Road, in the arc of a

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Legal Description - Revenue Sharing District  
CITY OF OBERLIN & PITTSFIELD TOWNSHIP

curve bearing to the left and having a radius of 12,309.20 feet, an arc distance of about 4,184 feet to a point in the northerly line of Original Pittsfield Township Lot No. 3;

Thence Westerly, in the northerly line of said Lot No. 3, a distance of about 1161 feet to the place of beginning;

Containing about 1980 acres of land, more or less, but being subject to all legal highways.

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MAP OF  
 PITTSFIELD TOWNSHIP  
 LORAIN COUNTY, OHIO.  
 KENNETH P. CARNEY, SR. COUNTY ENGINEER  
 1961

**LEGEND**

COUNTY LINE ————

TOWNSHIP LINE ————

ORIGINAL LOT ————

CORROATION ————

LOT NUMBER ————

WIDTH OF ROADS (60')-(75')-(45') RECORDS

