

ORDINANCE 2016- 15

**ORDINANCE TO AMEND ORDINANCE 2016-10 (O-16-05 C)
APPROVING AN ANNEXATION AGREEMENT BETWEEN HILLIAR
TOWNSHIP AND THE VILLAGE OF CENTERBURG PURSUANT TO
RC §§709.022 AND 709.192 FOR PROPERTY LOCATED ON NORTH
CLAYTON STREET AND TO DECLARE AN EMERGENCY**

WHEREAS, by Ordinance 2016-10 (O-16-05C) the Village of Centerburg (“Village”) approved an annexation agreement between Hilliar Township and the Village of Centerburg; and

WHEREAS, both Ordinance 2016-10 (O-16-05C) and the Annexation Agreement attached thereto as Exhibit “A” defined the land to be annexed as three parcels, namely Knox County, tax parcel nos. 17-01256.000, 18-00300.002, and 18-50011.000, all located on North Clayton Street, Centerburg, Ohio 43011; and

WHEREAS, parcel numbers 18-00300.002 and 18-50011.000 have already been fully annexed into the Village and should therefore be omitted from Ordinance 2016-10 (O-16-05C) and the related Annexation Agreement; and

NOW THEREFORE, be it resolved by the Council for the Village of Centerburg, Ohio as follows:

Section 1. That Ordinance 2016-10 (O-16-05C) shall be amended to remove references to parcel numbers 18-00300.002 and 18-50011.000, and to reflect the correct area of the land to be annexed, as shown in Exhibit “A” attached hereto.

Section 2. That the Council hereby approves the modified Annexation Agreement between the Village and Hilliar Township regarding the Subject Property. (See Exhibit B attached hereto).

Section 3. That the Council hereby authorizes the Mayor and Village Administrator to execute the Annexation Agreement on behalf of the Village to assist the Village and Property Owners in efficiently completing the annexation process.

Section 4. That this Ordinance is declared to be an emergency, immediately necessary for the preservation of the public health, safety and welfare so as to not delay the provision of municipal services, including sewage treatment, to the Subject Property.

Signatures on the following page

WHEREFORE, this Ordinance shall take effect immediately from and after its passage and approval by the Mayor.

DATE PASSED 3 OCTOBER 2016

[SIGNATURE ON FILE]

PRESIDENT OF COUNCIL

ATTEST

[SIGNATURE ON FILE]

CLERK OF COUNCIL

[SIGNATURE ON FILE]

MAYOR

APPROVED AS TO FORM:

DATE APPROVED: 10/3/16

[SIGNATURE ON FILE]

LEGAL COUNSEL

I hereby certify that the ordinance or a summary of the ordinance was published once a week for two consecutive weeks on October 14, 2016 and October 21, 2016 in the *Mount Vernon News* in conformance with the Ohio Revised Code.

[SIGNATURE ON FILE]

CLERK-TREASURER

**ANNEXATION AGREEMENT
BETWEEN VILLAGE OF CENTERBURG AND HILLIAR TOWNSHIP**

DATE: 7 Nov 16

WHEREAS, Centerburg Enterprise Baptist Church, an entity not registered with the State of Ohio, ("Property Owner") by and through THOMAS F. SCHMIDT ("Agent" of Property Owner), are owners of a parcel of real estate presently located in Hilliar Township ("Township") and described as follows (the "Subject Property"):

ADDRESS: North Clayton Street

Knox County Auditor's PPN: 17-01256.000

Auditor's Land Use Classification: 199- Other Agricultural Use – Qualified for CAUV

Agreed Payment Schedule pursuant to Paragraph 4 hereinbelow: (Choose one)

~~4(a) Commercial and Industrial~~ **4(b) Residential or Retail**

Approximate number of acres: 23.448 Acres

WHEREAS, the Village of Centerburg ("Village") and Property Owner entered into Contract to provide services which requires the Village to annex the parcel of real estate to the Village as part of the Village providing water and sanitary sewer services to said properties;

WHEREAS, the Village intends to remove said parcels the Township, and within the geographical boundaries of the Village of Centerburg, pursuant to R.C. § 503.07 and consistent with Village Ordinance 2011-04; and

WHEREAS, the Village is petitioning the County Commissioners pursuant to R.C. §709.022 for Annexation with the Consent of All Parties, which requires the submission of an Annexation Agreement pursuant to R.C. §709.192;

AGREEMENT

NOW THEREFORE, regarding annexation of the Subject Property, the Village and Township, and Property Owner, represent, covenant and agree, that:

1. The Township, including its Trustees and administrators, support the annexation of the Subject Property to the Village and will use its best efforts to support annexation of same.
2. The Township will not take any action which will adversely affect the annexation of the Subject Property to the Village of Centerburg.
3. The Township, in conformance with Village Ordinance 2011-04 and R.C. 503.07 consents to removal of the Subject Property from the Township taxing district and following approval of the annexation by the County Commissioners, a change of the municipal boundaries to incorporate the Subject Property solely within the Village taxing district. [RC §709.192(C)(13)].

4. The Subject Property has been given a Land Use Classification by the Knox County Auditor as set forth hereinabove, thereby invoking either subsection 4(a) or 4(b) as applicable. If at any time the Subject Property is reclassified by the Knox County Auditor, all payments after said reclassification shall be automatically adjusted to the appropriate subparagraph. All payments due to the Township under this section shall be paid in annual payments to the Township and received on the second and final semi-annual date of each calendar year when such property taxes would otherwise be due from the Property Owner to the Knox County Treasurer.

(a) Commercial and Industrial. According to RC §709.191, and in substantial conformance with and in lieu of RC §709.19 (A) and (C), the Village shall make payments to the Township as outlined below. All payments shall be calculated as a percentage of the taxes of the Subject Property that would have been due the Township for commercial and industrial real, personal, and public utility property taxes if no annexation had occurred, and shall be calculated using the property valuation for the year that the payment is due, in the percentage according to the following schedule:

YEAR	PERCENTAGE
Years 1 -3	80.0 %
Years 4 - 5	67.5 %
Years 6 - 7	62.5 %
Years 8 - 9	57.5 %
Years 10 - 12	42.5 %
After Year 12	0 %

(b) Residential or Retail. According to RC §709.191, and in substantial conformance with and in lieu of RC §709.19 (A) and (D), the Village shall make payments to the Township as outlined below. All payments shall be calculated as a percentage of the taxes of the Subject Property that would have been due the Township for residential or retail real, personal, and public utility property taxes if no annexation had occurred, and shall be calculated using the property valuation for the year that the payment is due, in the percentage according to the following schedule:

YEAR	PERCENTAGE
Years 1 -3	80.0 %
Years 4 - 5	52.5 %
Years 6 - 10	40.0 %
Years 11-12	27.5 %
After Year 12	0 %

5. The Village agrees that if Tax Increment Financing (TIF) is applied to the Subject Property, payments due to the Township under this Agreement will continue to be calculated as if the Subject Property were not subjected to the TIF, and shall take into account full taxable value of the property.

6. If the Village fails to make an annual payment as set forth above, the Township's sole and exclusive remedy shall be to notify the county budget commission in writing of the amount

owed by the Village to the Township, and the parties shall thereafter proceed in accordance with R.C. §709.191, without any further compensation, damages, or other remedy.

7. The Village shall provide water and sanitary sewer services to the Subject Property or allow the Subject Property to access the Village water and sanitary sewer services at rates consistent with the rates and tap fees charged to all Village residents, except as otherwise amended by the Contract to Purchase a Sanitary Sewer Easement and Temporary Construction Easement. [RC §709.192(C)(11)].
8. The Village shall provide police services to the Subject Property in conformance with its agreement with the Knox County Sheriffs' Office. [RC §709.192(C)(11)]
9. Fire protection services will be available to the Subject Property as provided by the Central Ohio Joint Fire District. [RC §709.192(C)(11)].
10. The Township and Village shall work with the County Auditor to ascertain and apportion the amount of existing net indebtedness (if any) of the Township to be assumed and paid by the Village. [RC §709.12].
11. This Agreement shall be deemed an Annexation Agreement in compliance with R.C §709.192. The parties acknowledge having review R.C §709.192, and deeming the provisions set forth herein sufficient with respect to this annexation of the Subject Property.
12. That upon approval of this Annexation Agreement by all parties, the Agent for the Property Owner shall cause to be filed with the Knox County Commissioners, the Petition attached hereto as Exhibit A.
13. This Agreement is binding upon and inures to the benefit of the Village and Township and their successors and assigns.
14. This Agreement is deemed to have been prepared jointly by the Parties hereto and any uncertainty or ambiguity herein, if any, shall not be interpreted against either Party, but shall be interpreted according to the application of the rules of interpretation for arm's length agreements.
15. Any development on the Property shall be performed in compliance with the approval of a rezoning and major site plan application in conformance with the Village procedures and ordinances providing for such approvals through Planning Commission and/or Village Council.
16. Each person executing this Agreement on behalf of the Parties specifically warrants and represents that he or she has full power and authority to execute this Agreement on behalf of such Party through actions approved at a public meeting.
17. This document sets forth the entire agreement between the Parties and may only be changed in a writing signed by all parties hereto subject to approval of said change by each party at a public meeting. There are no representations, arrangements, understandings or agreements, oral or written, relating to the subject matter of this Agreement, except as expressed herein.

THE VILLAGE OF CENTERBURG, KNOX COUNTY, OHIO

Village Authorizing ^{ORDINANCE} Resolution No. 2016-15

By: Philip Lohmeyer
[SIGNATURE ON FILE], Village Administrator

Date: 11-7-16

By: [SIGNATURE ON FILE]
David R. Beck, Mayor

Date: 11/7/16

HILLIAR TOWNSHIP, KNOX COUNTY, OHIO

Township Authorizing Resolution No. _____

By: [SIGNATURE ON FILE]
JASON RYERS, Trustee

Date: 12-12-16

By: [SIGNATURE ON FILE]
DON McCRACKEN, Trustee

Date: 12/12/16

By: [SIGNATURE ON FILE]
Eric Cochran, Trustee

Date: 12-12-16

Approved by: [SIGNATURE ON FILE]
Agent for Property Owner

Agent Print Name: T. F. Schmitt

Co./Firm Name: _____

Agent Address: _____

[SIGNATURE ON FILE]

Print: [SIGNATURE ON FILE]
Village Solicitor: Village of Centerburg

Print: _____
Legal Counsel; Hilliar Township