

ORDINANCE 2016- 09

**ORDINANCE TO APPROVE AN ANNEXATION AGREEMENT BETWEEN HILLIAR TOWNSHIP AND THE VILLAGE OF CENTERBURG PURSUANT TO RC §§709.022 AND 709.192 FOR PROPERTY LOCATED ON WHITE ROAD AND TO DECLARE AN EMERGENCY**

WHEREAS, Donald R. James and Terrie L. James (collectively “Property Owners”) own a parcels of real estate known as Knox County, tax parcel no. 17-01333.02, located on White Rd, Centerburg, Ohio 43011 (the “Subject Property”), which Subject Property consists of 4 acres presently located in Hilliar Township (“Township”); and

WHEREAS, Property Owners desire to prepare and prosecute an Expedited Type I annexation pursuant to Revised Code Section 709.022 to annex the Subject Property into the Village of Centerburg (“Village”); and

WHEREAS, Revised Code Section 709.022 mandates an Expedited Type I annexation petition “shall be accompanied by a certified copy of an annexation agreement provided for in [Revised Code Section] 709.192... that is entered into by the [Village] and each township any portion of which is included within the territory proposed for annexation”; and

WHEREAS, the Village and Hilliar Township desire to enter into an Annexation Agreement pursuant to Revised Code Section 709.192, with the intent of complying with the requirements of Revised Code Section 709.022;

WHEREAS, the Village and the Township have verbally agreed to an Annexation Agreement in substantially the same form as that attached hereto as Exhibit “A” and incorporated herein; and

WHEREAS, public health, safety, and welfare necessitates a rapid annexation of this property into the Village so that municipal services, including sewage treatment, may be provided;

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

Section 1. That the Council hereby approves the Annexation Agreement between the Village and Hilliar Township regarding the Subject Property. (See Exhibit A attached hereto).

Section 2. 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 3. 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.

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

DATE PASSED May 2, 2016

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST \_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

DATE APPROVED: 5-2-16

\_\_\_\_\_  
LEGAL COUNSEL

I hereby certify that the ordinance or a summary of the ordinance was published once a week for two consecutive weeks on \_\_\_\_\_, 201\_\_ and \_\_\_\_\_, 201\_\_ in the *Mount Vernon News* in conformance with the Ohio Revised Code.

\_\_\_\_\_  
CLERK-TREASURER

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

DATE: \_\_\_\_\_

WHEREAS, Donald R. James and Terrie L. James, ("Property Owners") by and through \_\_\_\_\_ ("Agent" of Property Owners), are owners of a parcel of real estate presently located in Hilliar Township ("Township") and described as follows (the "Subject Property"):

**ADDRESS: White Rd., Centerburg, OH 43011**

**Knox County Auditor's PPN: 17-01333.002**

**Auditor's Land Use Classification: 500-Residential Vacant Land**

**Approximate number of acres: 4.00**

WHEREAS, the Village of Centerburg ("Village") and Property Owners 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 Owners, 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 Owners 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. 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.

6. 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)].
7. 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)]
8. Fire protection services will be available to the Subject Property as provided by the Central Ohio Joint Fire District. [RC §709.192(C)(11)].
9. 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].
10. 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.
11. That upon approval of this Annexation Agreement by all parties, the Agent for the Property Owners shall cause to be filed with the Knox County Commissioners, the Petition attached hereto as Exhibit A.
12. This Agreement is binding upon and inures to the benefit of the Village and Township and their successors and assigns.
13. 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.
14. 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.
15. 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.
16. 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 Resolution No.** \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, Village Administrator

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, Mayor

**HILLIAR TOWNSHIP, KNOX COUNTY, OHIO**

**Township Authorizing Resolution No.** \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, Trustee

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, Trustee

By: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_, Trustee

**Approved by:**

\_\_\_\_\_  
Agent for Property Owner

Agent Print Name: \_\_\_\_\_

Co./Firm Name: \_\_\_\_\_

Agent Address: \_\_\_\_\_

\_\_\_\_\_  
Print: \_\_\_\_\_  
Village Solicitor: Village of Centerburg

\_\_\_\_\_  
Print: \_\_\_\_\_  
Legal Counsel; Hilliar Township