

VILLAGE OF GRAFTON
RESOLUTION NO. 18-040

INTRODUCED BY:

MOTION BY: LESCHER

SECONDED BY: SAUER

RESOLUTION AUTHORIZING THE MAYOR AND/OR VILLAGE ADMINISTRATOR TO ENTER INTO A SETTLEMENT AGREEMENT FOR RECOUPMENT WITH CARLISLE TOWNSHIP IN CONNECTION WITH CERTAIN PROPERTY TAXES DUE AND OWING CARLISLE TOWNSHIP BUT DISBURSED BY LORAIN COUNTY TO THE VILLAGE OF GRAFTON BY MISTAKE AND DECLARING AN EMERGENCY

WHEREAS, the Village of Grafton and Carlisle Township became aware that after the annexation of certain real property, property taxes due and owing Carlisle Township, for all or portions of the following parcels: Parcel No. 10-00-025-103-026; Parcel No. 10-00-025-103-032; Parcel No. 10-00-025-103-035; Parcel No. 10-00-025-103-036; and Parcel No. 10-00-025-103-037 ("Parcels"), were erroneously distributed by Lorain County to the Village of Grafton, over the course of an extended period of time; and

WHEREAS, the Village of Grafton and Carlisle Township have agreed that ascertaining the precise time-frame as well as the exact amount of property taxes related to the Parcels which were erroneously distributed by Lorain County, has been difficult due to the unavailability of records and the fact that only portions of some of the Parcels were affected; and

WHEREAS, understanding that the exact sum of the property taxes referenced above may never be determined, the Village of Grafton and Carlisle Township have agreed to settle all of their respective claims and disputes thereon, under the terms and conditions set forth in the Settlement Agreement for Recoupment attached hereto; and

WHEREAS, the Settlement Agreement for Recoupment includes the total amount of property taxes due Carlisle Township based upon the records available, plus an additional sum offered in good faith by the Village of Grafton, to cover any and all other amounts which are or may be due Carlisle Township; and

WHEREAS, Council has determined that entering into the Settlement Agreement for Recoupment with Carlisle Township is not only a sign of good faith to its neighbor, Carlisle Township, but also is in the best interest of the Village of Grafton.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF GRAFTON, STATE OF OHIO

Section 1. That, subject to Carlisle Township's approval and acceptance of the attached Settlement Agreement for Recoupment ("Agreement"), the Mayor and/or Village Administrator is/are hereby authorized to enter into said Agreement on behalf of the Village of Grafton.

Section 2. That, it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and open to the public, in compliance with all legal requirements, including the Ohio Revised Code.

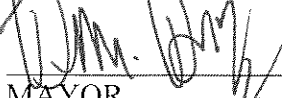
Section 3. That, this Resolution is hereby declared to be an emergency measure, immediately necessary for the preservation of the public health, safety and welfare of the Village of Grafton and its citizens. This Resolution shall be in full force and effect from and upon its adoption and approval.



PRESIDENT OF COUNCIL

11-6-18

DATE PASSED



MAYOR

11-6-18

DATE APPROVED



CLERK-TREASURER

11-6-18

DATE ATTESTED

APPROVED AS TO FORM:



GRETCHEN A. HOLDERMAN, LAW DIRECTOR

MOTION TO WAIVE 3 READINGS: LESCHER
SECONDED BY: SAUER

SETTLEMENT AGREEMENT FOR RECOURPMENT

This Release and Settlement Agreement ("Agreement") is entered into as of this 3rd day of November 2018, by and between Carlisle Township ("Carlisle") and the Village of Grafton ("Grafton") (collectively referred to herein as the "Parties") upon the terms and conditions set forth below.

WHEREAS, the Parties became aware that after the annexation of certain real property, property taxes due and owing Carlisle, for all or portions of the following parcels: Parcel No. 10-00-025-103-026; Parcel No. 10-00-025-103-032; Parcel No. 10-00-025-103-035; Parcel No. 10-00-025-103-036; and Parcel No. 10-00-025-103-037 ("Parcels"), were erroneously disbursed by Lorain County to Grafton, over the course of an extended period; and

WHEREAS, the Parties agree that ascertaining the precise time-frame as well as the exact amount of taxes related to the Parcels which were erroneously disbursed to Grafton instead of Carlisle by Lorain County, is both difficult and challenging due to the unavailability of records and the fact that only portions of some of the Parcels are affected; and

WHEREAS, understanding that the exact sum of taxes erroneously disbursed to Grafton may never be determined, the Parties nevertheless desire to settle all of their respective claims and disputes regarding Carlisle's rights and recoupment of any and all property taxes related to the Parcels which were erroneously received by Grafton, from the beginning of time until the date of execution of this Agreement, on the terms and conditions set forth hereinbelow.

NOW WHEREFORE, in consideration of the statements, representations, covenants, and releases contained herein, Grafton's payment of the total sum of Three Thousand Three Hundred ninety-five Dollars and eighty-three cents (\$3,395.83) to Carlisle, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Carlisle and Grafton do hereby release and forever discharge one another, their agents, insurers, representatives, and their successors and assigns, and all other persons, firms, or corporations who are or might be liable, of and from any and all claims, disputes, and causes of action regarding any disbursements of property taxes related to the Parcels, from the beginning of time until the date of execution of this Agreement.

IN WITNESS WHEREOF, Carlisle and Grafton have duly executed this Agreement on the dates noted below:

Witnesses:

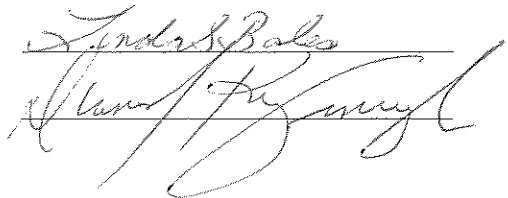
CARLISLE TOWNSHIP:

By: _____

Its: _____

Date: _____

Witnesses:



VILLAGE OF GRAFTON:

By: Joe B. Price

Its: JOE B. PRICE

Date: NOV. 8, 2018