

VILLAGE OF GRAFTON
RESOLUTION NO. 19-005

INTRODUCED BY:

MOTION BY: SAUER

SECONDED BY: STRAH

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN ANNEXATION AGREEMENT WITH CARLISLE TOWNSHIP IN CONNECTION WITH THE INTENTIONS OF KNG, LTD. TO FILE A PETITION TO REQUEST THE ANNEXATION OF APPROXIMATELY 94.53 ACRES OF LAND INTO THE VILLAGE OF GRAFTON FROM CARLISLE TOWNSHIP, AND DECLARING AN EMERGENCY

WHEREAS, KNG, Ltd., the owner of approximately 94.53 acres of land ("Property") located in Carlisle Township has indicated its desire to Petition the County Commissioners for the annexation of such Property into the Village of Grafton ("Annexation"); and

WHEREAS, the Village of Grafton desires to enter into an Annexation Agreement with Carlisle Township (Exhibit "A" attached) which outlines the procedures under which the Annexation of the Property would occur, along with the obligations and entitlements of the parties; and

WHEREAS, Council has deemed it to be in the best interest of the Village of Grafton and its residents to enter into the aforesaid Agreement as soon as possible.

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

Section 1. That, the Mayor is hereby authorized to enter into the Annexation Agreement attached as Exhibit "A" 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, the emergency being the need to assist in expediting KNG, LTD.'s

efforts for the Annexation of the Property; therefore, this Resolution shall be in full force and effect from and upon its adoption and approval.



PRESIDENT OF COUNCIL

2-19-19

DATE PASSED



MAYOR

2-19-19

DATE APPROVED



CLERK-TREASURER

2-19-19

DATE ATTESTED

APPROVED AS TO FORM:



GRETCHEN A. HOLDERMAN, LAW DIRECTOR

MOTION TO WAIVE 3 READINGS: SAUER
SECONDED BY: STRAH

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (the "Agreement"), is entered into as of the last date of signature below (the "Effective Date"), by and between the Village of Grafton, Ohio (the "Village"), an Ohio municipal corporation having its address at 960 Main Street, Grafton, Ohio 44044; and Carlisle Township, Lorain County, Ohio (the "Township"), a township duly organized and validly existing under the laws of the State of Ohio, having its address at 11969 State Route 301, LaGrange, Ohio 44050.

WITNESSETH:

WHEREAS, KNG, Ltd. (the "Petitioner") owns certain real estate containing 94.53 acres, more or less, as illustrated in the attached Exhibit "A" (the "Property"); and

WHEREAS, the Petitioner desires to annex the Property from the Township into the Village pursuant to Ohio R.C. Sections 709.021 and 709.022; and

WHEREAS, the Village and the Township desire to maintain a cooperative relationship, foster economic development on the Property and provide for necessary public infrastructure improvements that will serve the residents and property owners of the Village and the Township; and

WHEREAS, in furtherance of this relationship, the Village and the Township desire to enter into this Agreement to outline the procedure under which the annexation of the Property to the Village will occur; and

accepted by the Village and shall be subject to all other conditions and limitations in this Agreement.

- 2.1. Procedure: The petition seeking to annex the Property to the Village shall be filed pursuant to and in compliance with the provisions of Sections 709.021 and 709.022 of the Ohio Revised Code as an “expedited type 1” annexation. Immediately following approval of the annexation, the Village shall accept the Property into its municipal boundaries and petition the Commissioners to conform the boundaries to exclude the Property from the Township pursuant to R.C. 503.07.
- 2.2. Effect of Annexation: Immediately following (i) approval of the annexation petition affecting the Property by the Township and Commissioners and (ii) the Village’s acceptance into its municipal boundaries of the Property affected by the petition, then, subject to paragraph 2.5 herein, the annexed Property shall be treated and viewed as part of the Village for all purposes.
- 2.3. Cooperative Efforts: The Township and the Village shall cooperate in good faith to facilitate the approval and success of the annexation petition. Each party shall refrain from taking any action that would directly or indirectly delay the annexation process or endanger the possible approval of the annexation petition by the Commissioners.
- 2.4. Services: Following the annexation of the Property, the Village shall provide police, fire, EMS, electric, street maintenance, storm sewer, sanitary sewer, and all other municipal services authorized by Ordinance and/or Village

invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. Such provisions shall be modified in order to best preserve the intention of the Village and the Township. The Agreement as modified shall remain in full force and effect. If such provisions cannot be so modified, then such provisions shall be severed and the remaining provisions of the Agreement shall remain in full force and effect.

- 3.3. Governing Law: This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.
- 3.4. Binding Effect: This Agreement shall inure to the benefit of and shall be binding upon the Village and the Township, their legal representatives, successors and assigns.
- 3.5. Entire Agreement: This Agreement embodies the entire understanding among the parties with respect to the subject matter herein contemplated. Any amendments hereto shall be in writing and shall be executed by both the Village and the Township.
- 3.6. Counterparts: This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original, and all counterparts shall constitute one and the same instrument.

Village of Grafton

Carlisle Township Board of Trustees

By: _____
David DiVencenzo, Mayor

By: _____
James L. Wright, Trustee