

AN ORDINANCE AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE TOWNSHIP OF RICHFIELD RESPECTING THE ANNEXATION OF APPROXIMATELY 105 ACRES AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the Village of Richfield, State of Ohio:

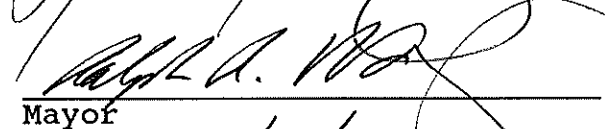
SECTION 1: That the Mayor and Finance Director be, and they hereby are, authorized and directed to enter into an agreement with the Township of Richfield respecting the annexation of approximately 105 acres from the Township of Richfield to the Village of Richfield, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that the Ordinance is necessary to be immediately effective to eliminate a pending claim before the Summit County Council; wherefore, provided this Ordinance receives the affirmative vote of two-thirds of the members elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed: 2-19-91



President of Council



Mayor

Dated: 2/19/91

ATTEST:


Clerk of Council

AGREEMENT

THIS AGREEMENT made at Summit County, Ohio, this ____ day of _____, 19 ___, by and between the TOWNSHIP OF RICHFIELD, 4410 West Streetsboro Road, Richfield, Ohio 44286 (hereinafter "Township") and the VILLAGE OF RICHFIELD, 4410 West Streetsboro Road, Richfield, Ohio 44286 (hereinafter "Village").

WHEREAS, a majority of the property owners in the land described in Exhibit "A" desire to have their property become a part of the Village through annexation; and

WHEREAS, to settle legal claims and disputes and to mutually agree on certain tax sharing considerations as set forth in this Agreement, the parties desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties hereby agree as follows:

(1) Consideration Given by the Village. (a) The Village will remit to the Township all real estate property tax revenue it receives from the County of Summit for the Property described in Exhibit "A" commencing with the first receipt of tax revenue after said Property is annexed to the Village on _____, 19 ___. In addition, if any parcel of land in said area is developed or any currently developed parcel in said area is further developed, any increase in the real estate property tax revenue will be forwarded to the Township by the Village during the entire term of this Agreement. Said consideration due under this section shall be made with thirty (30) days from the date the Village receives the revenue from the County of Summit. In the event the Village fails to remit said revenue within thirty (30) days, the payment shall include interest at ten percent (10%) per annum accruing from the date the payment was due. The real estate property tax revenue remitted to the Township shall include any tax abatement which may, in the future, be

granted by the Village to any owner of the Property. That is, the tax revenue received under this agreement by the Township shall not be affected by any tax abatement, and the Township will receive revenue as if there were no tax abatement. The real estate property tax revenue remitted to the Township shall not include any monies received by the Village for assessments for the installation of any public improvements.

(b) In addition to the revenue remitted to the Township under subsection (a) hereof, the Village will remit to the Township fifty percent (50%) of all personal property tax revenue it receives from the County of Summit for tangible personal property taxed on the land described in Exhibit "A" commencing with the first receipt of tax revenue after said Property is annexed to the Village on _____, 19____. Said consideration due under this section shall be made within thirty (30) days from the date the Village receives the revenue from the County of Summit. In the event the Village fails to remit said revenue within thirty (30) days, the payment shall include interest at ten percent (10%) per annum accruing from the date payment was due.

(c) The remission of real estate property tax revenues under subsection (a) and tangible personal property tax revenues under subsection (b) shall be made by the Village to the Township for a period of twelve (12) years commencing with the first receipt of tax revenue after said Property is annexed to the Village on _____, 19____.

(2) Consideration Given by the Township. (a) The Township on behalf of itself, its agents, servants, members, trustees, employees, representatives, assigns and successors hereby fully release and discharge the Village and its agents, servants, members, employees, trustees, representatives, assigns and successors from any and all rights, claims and actions, known or unknown, which the Township and its above-mentioned successors have or might have stemming from

any differences or claims arising from the above-mentioned annexation.

(b) In addition to the consideration given in subsection (a), the Township shall cause to be dismissed two certain legal actions now pending in the Common Pleas Court of Summit County, Ohio, entitled:

- (1) Richfield Township v. Village of Richfield,
being Summit County Common Pleas Court Case
No. CV 90 10 3627.
- (2) Richfield Township v. Summit County Council,
being Summit County Common Pleas Court Case
No. 91-1-0108.

Said dismissals shall be with prejudice.

(3) Effect of Agreement. This Agreement is a complete resolution of the matters of the annexation of this property between the parties and shall not be treated as any admission by either party for any purpose.

(4) Length of Contract and Termination. This Agreement will continue to run and be binding on the parties for a period of twelve (12) years from the date of annexation. This Agreement may not be terminated for any reason without the written consent of both the Village and the Township.

(5) Modification. This Agreement may not be modified in any manner except by the written consent of both the Village and the Township.

(6) Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties, its agents, servants, members, trustees, employees, representatives, assigns and successors when permitted by this Agreement.

(7) Legal Construction. In the event any one or more of the provisions contained in this Agreement are held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision of this Agreement.

(8) Prior Agreements Superseded. This Agreement constitutes the entire Agreement of the parties and supersedes any prior understanding or previous oral or written agreement between the parties respecting the subject matter of this Agreement.

(9) Arbitration. If any dispute arises between the Village and the Township under this Agreement, the parties will attempt to resolve the matter amicably with mutual discussion, and hopefully, mutual agreement. If the dispute is not able to be settled and resolved between the parties, the matter shall be submitted to arbitration as follows:

- (a) The Village will select an arbitrator.
- (b) The Township will select an arbitrator.
- (c) The two (2) arbitrators so selected shall select an impartial arbitrator who shall serve as the Chairman of the arbitration panel.
- (d) The issues by and between the parties shall be submitted to the panel who will hear and take evidence and will ultimately render a final award which shall be binding upon the parties.
- (e) The expenses of the arbitration (specifically not to include attorneys' fees which shall be borne by each party) shall be borne one-half by the Township and one-half by the Village.

(10) Governing Law. This Agreement, and all rights, duties and obligations of the Village and the Township, shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Summit County, Ohio.

(11) Remedies. If any action at law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursement in addition to any other relief to which that party may be entitled.

Executed, in duplicate, at Summit County, Ohio, on the day and year first above written.

In the presence of:

APPROVED AS TO FORM:

Law Director, Village of
Richfield

VILLAGE OF RICHFIELD

By _____
Mayor Ralph R. Waszak

And _____
Finance Director, Village
of Richfield

RICHFIELD TOWNSHIP

By _____
Trustee Robert L. Luther

By _____
Trustee Daniel O. Emmett

By _____
Trustee Daniel J. Sielski, Jr.

APPROVED AS TO FORM:

Attorney for Richfield Township