

**CITY OF OBERLIN**

**ORDINANCE No. 21-17 AC CMS**

2021 APR -8 A 8 58

**AN ORDINANCE PASSED PURSUANT TO SECTION 709.023(C) OF THE OHIO REVISED CODE RELATING TO THE PROVISION OF SERVICES UPON ANNEXATION OF 98.37 ACRES, MORE OR LESS, LOCATED IN PITTSFIELD TOWNSHIP OHIO UPON THE PETITION OF THE LORAIN COUNTY JOINT VOCATIONAL SCHOOL DISTRICT BOARD OF EDUCATION AS AN EMERGENCY MEASURE**

WHEREAS, on June 24, 2015, Jennifer A. Flint, as Agent for the Lorain County Joint Vocational School District Board of Education, ("JVS") petitioned the Board of Commissioners of Lorain County, Ohio, (Board of Commissioners") to annex to the City of Oberlin certain real property being 98.37 Acres more or less located in Pittsfield Township, Ohio as more fully described in the petition, ("Petition") hereinafter referred to as the "Territory;" and,

WHEREAS, the Petition is made pursuant to Section 709.023 of the Ohio Revised Code which is commonly referred to an Expedited Type II annexation; and

WHEREAS, Section 709.023(D) of the Ohio Revised Code provides that the failure of a municipal corporation to timely file an ordinance or resolution consenting or objecting to a proposed Type II annexation shall be deemed to constitute consent by that municipal corporation to the proposed annexation; and

WHEREAS, pursuant to Ordinance No. 15-38 AC CMS, Council timely filed its objection to the proposed annexation because the Petition did not meet the requirement set forth in Ohio Revised Code Section 709.023(E)(6) that the City of Oberlin has agreed to provide to the territory proposed for annexation services specified in an ordinance or resolution adopted under division (C) of Ohio Revised Code Section 709.023; and

WHEREAS, the Territory is located within the "District" that is the subject of and defined in a November 2006 Annexation Agreement made between the City of Oberlin and the Board of Trustees of Pittsfield Township, ("Annexation Agreement"); and

WHEREAS, the Annexation Agreement expressly provides that "[a]ny parcel annexed to the City and located within the District shall be a part of the City for all purposes, including but not limited to taxation . . ."; and

WHEREAS, pursuant to Sections 709.023(j) and 718.01(C)(18) of the Ohio Revised Code, if the Territory is annexed under the provisions of a Type II annexation, Oberlin will be unable to collect income tax from JVS employees or others who perform personal services for the JVS on the territory proposed to be annexed unless they happen to reside in Oberlin; and

WHEREAS, the Type II annexation proposed in the Petition is inconsistent with and does not meet the terms and requirements of the Annexation Agreement; and

WHEREAS, pursuant to Order of the Court dated July 2, 2015 in Case No. 15CV186653, the Board of Commissioners was enjoined from taking action on the Petition pending the outcome of certain litigation between the City of Oberlin and the JVS in said case; and

WHEREAS, by order dated October 7, 2020, the Court vacated the order of injunction against the Board of Commissioners; and

WHEREAS, by Final Journal Entry dated March 22, 2021 the Court ordered that the City pass an ordinance or resolution stating what services it will provide to the territory that is the subject of the Petition and that the Clerk certify and file the same with the Lorain County Board of Commissioner pursuant to Section 709.023(c) of the Ohio Revised Code; and

WHEREAS, by the Final Journal Entry dated March 22, 2021, the Court ordered that Council rescind Ordinance No. 15-38 AC CMS and withdraw the objection filed pursuant to said Ordinance if the services ordinance or resolution that is the subject of the order is contrary to Ordinance No. 15-38 AC CMS.

THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin:

SECTION 1: Because the Type II annexation proposed by the JVS does not meet the terms and requirements of the Annexation Agreement, the City of Oberlin does not agree to provide services to the Territory if annexed.

SECTION 2. That because Oberlin has not agreed to provide services to the Territory proposed for annexation, this Ordinance is not contrary to Ordinance No. 15-38 AC CMS.

SECTION 3: That the Clerk of Council shall cause a certified copy of this Ordinance and its **Exhibit A** (Annexation Agreement with Pittsfield Township) to be filed with the Board of Commissioners of Lorain County, Ohio, no later than April 9, 2021.

SECTION 4: It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.


SECTION 5: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio or to provide for the usual daily operation of a municipal department, to wit: "to certify and file with the Board of Commissioners of Lorain County an ordinance and its exhibit stating what services that the City will provide to the territory upon its annexation within the time ordered by the Court," and provided that it is elevated to emergency status by the affirmative vote of at least five members of Council and receives the affirmative vote of at least five members of Council upon final passage, it shall go into full force and effect from and immediately after its passage; otherwise, it shall take effect at the earliest period allowed by law.

PASSED: 1st Reading: April 5, 2021

2nd Reading: \_\_\_\_\_

3rd Reading: \_\_\_\_\_

ATTEST:

  
BELINDA B. ANDERSON, MMC  
CLERK OF COUNCIL

  
LINDA SLOCUM  
PRESIDENT OF COUNCIL

POSTED: 04/06/2021

EFFECTIVE DATE: 04/05/2021

I Belinda B. Anderson, the duly appointed, qualified and acting Clerk, for said City of Oberlin of Lorain County, Ohio, do hereby certify that attached is a true and correct copy of **Ordinance No. 21-17 AC CMS**, along with its attachments, as adopted by Oberlin City Council on **April 5, 2021**.

Witness my hand and Official Seal at Oberlin, Ohio this 7<sup>th</sup> day of April 2021.

(Seal)

  
Clerk of Oberlin City Council

**ORDINANCE NO. 06-71 AC CMS**

**AN ORDINANCE APPROVING AN ANNEXATION AGREEMENT  
BETWEEN THE BOARD OF TRUSTEES OF PITTSFIELD TOWNSHIP,  
LORAIN COUNTY, OHIO, AND THE CITY OF OBERLIN, OHIO**

**BE IT ORDAINED** by the Council of the City of Oberlin, County of Lorain, State of Ohio, a majority of all members elected thereto concurring:

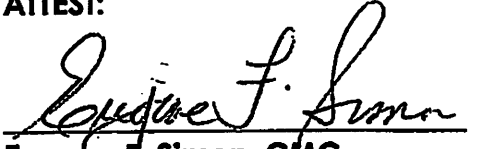
**SECTION 1.** That the proposed annexation agreement between the Board of Trustees of Pittsfield Township, Lorain County, Ohio, and the City of Oberlin, Ohio, a copy being attached hereto and incorporated herein by reference, is hereby approved, and the City Manager is hereby authorized and directed to execute same on behalf of the City.

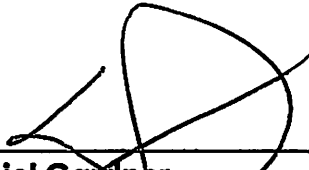
**SECTION 2.** It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 3.** That this ordinance shall take effect at the earliest date allowed by law.

**PASSED:** 1<sup>st</sup> Reading – August 28, 2006  
2<sup>nd</sup> Reading – September 5, 2006  
3<sup>rd</sup> Reading – September 18, 2006 (A) – Effective in 30 days

**ATTEST:**

  
Eugene F. Simon, CMC  
CLERK OF COUNCIL

  
Daniel Gardner  
PRESIDENT OF COUNCIL

**POSTED:** 9/19/2006

**EFFECTIVE DATE:** 10/19/2006  
a:/ORD06-71Pittsfield.Oberlin.Agreement

## ANNEXATION AGREEMENT

This Annexation Agreement ("Agreement") is entered into this 9<sup>th</sup> day of November, 2006, by and between the City of Oberlin, Ohio, an Ohio Chartered Municipal Corporation (the "City") and the Board of Trustees of Pittsfield Township (the "Township").

WHEREAS, the City and the Township desire to establish an Agreement as permitted under Section 709.192 of the Ohio Revised Code for the orderly annexation and planned development of certain real property as described herein for the mutual benefit of the parties hereto; and,

WHEREAS, the City and the Township previously entered into a Revenue Sharing and Annexation Agreement on or about August 2, 1991, which they agree shall be replaced by this Agreement; and,

WHEREAS, it is the intent of the City and the Township to cooperate in preserving the Township's tax base, expanding the revenues of the City, creating and preserving jobs and employment opportunities, encouraging appropriate and planned development within the State of Ohio, and, more particularly, within the real property to which this Agreement pertains; and,

WHEREAS, the City and the Township have determined that the execution of this Agreement is reasonable and necessary to serve the interests of their respective residents and it is in the best interest of the residents of each jurisdiction; and,

WHEREAS, the legislative authorities of the City and the Township have each authorized execution of this Agreement through the adoption of City Ordinance No. 06-71 AC CMS and Township Resolution No. 06-132, after public hearings held in accordance with the Ohio Revised Code and the applicable Ordinances of the City, including its Planning and Zoning Code.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the City and the Township agree as follows:

#### **Section 1. The Property**

- A. The real property subject to this Agreement, hereinafter designated the "District", shall consist of the area depicted on the map attached hereto as Exhibit A, and fully incorporated by reference herein. The terms of this Agreement apply to all of the area depicted on Exhibit A including previously annexed property.
- B. A legal description of the District is attached hereto as Exhibit B, and fully incorporated by reference herein.
- C. The boundaries of the District described herein may be altered with the written consent of both the City and the Township. Such consent shall be in the form of a written addendum to this Agreement and shall be pursuant to the adoption of an appropriate City Ordinance and Township Resolution defining the area to be altered and the intent of the parties in entering into the addendum. Alteration of the boundaries, to be effective, must be authorized by legislative actions of the City and the Township within a ninety (90) day period prior to the effective date of the alteration at issue.

#### **Section 2. Annexation**

- A. The City and the Township agree that the property in the District as described in Section 1, and depicted on Exhibits A and B, including any future alterations thereto pursuant to written addendum, may be annexed to the City upon application of the property owner. The Township will fully cooperate with the City and the annexation petitioners in regard to any annexation petitions filed for

property located within the District and take any and all legislative action that may be necessary in order to facilitate the approval of any such annexation application. Annexations will be processed pursuant to the applicable provisions of the Ohio Revised Code.

B. Any parcel annexed to the City and located within the District shall become a part of the City for all purposes, including, but not limited to, taxation, voting, and public services. A Petition to Conform Boundaries as set forth in Section 503.07 of the Ohio Revised Code shall not be necessary unless required by law.

C. The City agrees that it will not accept or approve annexation petitions for property in the Township which is located outside of the District, without the written approval of the Township, in the following areas:

1. **Route 58 South.** All properties immediately adjacent to the east and west side of the State Route 58 right-of-way and contiguous with the southerly boundary of the District, and being further described by parcel numbers and map in Exhibit C attached hereto and incorporated by reference herein. This limitation will be for the duration of this Agreement.
2. **U.S. 20 West.** All properties located outside of the boundary of the District that are located along U.S. 20, and being further described by parcel numbers and map in Exhibit D attached hereto and incorporated by reference herein. This restriction on annexation is to be in effect for a period of ten (10) years from the effective date of this Agreement.

- D.. Should annexations occur outside of the District with written approval of the Township, the City and Township agree that the boundaries of the District will be adjusted to include any annexations outside of the District as shown on Exhibit A as it exists at the time this Agreement is signed. Any agreed adjustments to the District boundaries will be reflected on the map which will be forwarded to the City and the Township as an "Amended Exhibit A, (date)."

### **Section 3. Zoning and Planning**

- A. The City and the Township agree that all property located in the District shall be subject to the district uses that are set forth in Exhibit E attached hereto and incorporated by reference, and the design standards that are set forth in Exhibit F attached hereto and incorporated by reference. To ensure that such a unified zoning, planning and design plan is implemented, the City and the Township will take the following action:

1. Coincidentally with the approval of this Agreement, the City will initiate procedures to appropriately modify Section 1329.03 of its Codified Ordinances, entitled "Classification of Annexed Land," and take any and all other necessary action to ensure that property located in the District, which is currently located within the City, or that is annexed into the City during the term of this Agreement, is subject to the agreed upon land use plan and district uses as shown in Exhibit E attached hereto and the design standards as shown on Exhibit F attached hereto..
2. Coincidentally with the approval of this Agreement, the Township agrees that it will initiate procedures and take any and all necessary action to



ensure that property located in the District, and currently located in the Township, is subject to the agreed upon land use plan and district uses as shown in Exhibits E attached hereto and the design standards as shown on Exhibit F attached hereto.

3. It is of critical importance to both the City and the Township to implement a unified set of land use and design standards for the District. Accordingly, if either the City or the Township is not able to implement the District uses and design standards as set forth in Exhibits E and F within twelve (12) months of the approval of this Agreement: (1) all payments due either party pursuant to this Agreement shall be held in abeyance and shall not resume until the City and the Township have agreed upon and both fully implemented an alternative land use plan and design standards for the District; and (2) the parties shall initiate the dispute resolution procedures provided for in Section 9 of this Agreement. After six (6) months, if the issues have not been resolved through mediation, or the parties have not agreed to extend the mediation period, this Agreement will automatically terminate at the end of the then current calendar year, and all payments held by the City through the end of the then calendar year shall be distributed to the Township. Upon such termination of this Agreement, the parties agree that the prior Annexation Agreement between the parties, entered into on August 2, 1991, shall be

reinstated for the remainder of its term.<sup>1</sup> Any property annexed into the City shall remain part of the City for all purposes.

- B. It is the intent of the parties that, upon approval of this Agreement, there be in existence a unified, consistent and planned development plan and structure for the District, regardless of whether property in the District is annexed to the City or not. Should changes be necessary to maintain such a plan and structure for the District, the land use plan and district uses as shown on Exhibit E and F may be adjusted upon written approval of the City and the Township, and approval through the appropriate legislative process of each jurisdiction.

#### Section 4. Tax Revenues

- A. The parties acknowledge that all real estate and personal property taxes attributable to the Township's inside or voted millage, levied on property in the District which is not annexed during the term of this Agreement, shall be distributed by the County Treasurer to the Township.
- B. All property annexed to the City during the term of this Agreement shall no longer be part of the Township for any purpose.
- C. Real Property Taxes. The City agrees to pay to the Township for the term of this Agreement an amount equal to the City's real property tax inside millage of 2.375 mills, but subject to the limitations imposed by Section 5 of this Agreement, paid to the City by the County Treasurer, for commercial/industrial property that has been annexed into the City and is located within the District. Payments will be

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<sup>1</sup> The term of the 1991 Annexation Agreement shall lapse once this Agreement is signed by the parties. If it is reinstated, the time remaining on the 1991 Annexation Agreement shall be counted as of the date it lapsed.

made by the City to the Township semi-annually within two (2) months after real property taxes are received by the City. Payments made after the two-month payment period will be assessed monthly interest for those months following the two-month payment period. The interest rate will be tied to the Federal Reserve Board's Federal Funds rate plus one percent (1%).

- D. Income Taxes. The City agrees to pay to the Township an amount equal to eighteen percent (18%) of the income tax withholdings collected by employers and received by the City from employers located within the District, upon land that has been annexed into the City. Payments will be made by the City to the Township semi-annually within two (2) months after June 30th and December 31st of each year for the term of this Agreement. Payments made after the two-month payment period will be assessed monthly interest for those months following the two-month payment period. The interest rate will be tied to the Federal Reserve Board's Federal Funds rate plus one percent (1%).

- E. The City agrees that it shall collect a one-time payment for each residential building permit issued for property within the District, except for phases I, II and III of the Oberlin Reserve development which is specifically excluded, for the term of this Agreement and for any extensions. This "annexation fee" shall not be applicable to alterations, additions, remodeling or expansion of existing structures. It shall be collected by the City as a condition for issuance of a building permit and shall be in the form of a check made payable to Pittsfield Township according to the following schedule:

\$250.00 per unit for detached single family dwellings

\$200.00 per unit for duplex or triplex units  
\$150.00 per unit for multi-family containing 4 to 12 units  
\$100.00 per unit for multi-family containing 13 or more units

The City shall forward checks to Pittsfield Township within thirty (30) days of collection. The Township agrees to indemnify the City for all expenses and/or damages of any kind that the City may incur that are related to or that may arise out of the payment of said "annexation fees" for residential development.

F. Pursuant to Section 709.192(C)(14) of the Ohio Revised Code, the payments set forth in this Section 4 shall be in lieu of taxes or other payments required by law or otherwise to be paid by the City to the Township as a result of the annexation to the City of any property located in the District including previously annexed territory within the District.

G. Other Revenue Issues. All provisions within this Agreement regarding the sharing of revenue by the City with the Township shall apply to said revenue received by the City after January 1, 2005, subject to this Agreement being approved and executed by both the City and the Township. There shall be no overlap of revenue sharing from the previous Revenue Sharing Agreement between the parties and dated August 2, 1991, and this Agreement. Personal property taxes, estate taxes, or any other revenues currently received by the City, or that may be received by the City in the future, that are not specifically mentioned in this Agreement, shall not be shared by the City with the Township.

H. Duty to Negotiate Extension of Revenues. It is contemplated that this Agreement will be in effect for a term of fifty (50) years, unless both parties agree to an earlier termination. In that regard, the parties agree that they will meet and discuss

the merits of continuing to share revenue beyond that term. However, both parties must agree in writing in order for revenue to be shared beyond the fifty (50) year term of this Agreement.

#### **Section 5. Abatement of Real Property Taxes**

A. The City and Township agree that if, subsequent to the annexation of real property located in the District to the City, the City creates an Enterprise Zone, Community Reinvestment Area or other facility authorized by the Ohio Revised Code that allows for reduction in real, personal property and income taxes as an incentive to business and industry locating or expanding therein, they will adhere to the following procedure upon application for such tax abatement by any property owner in the District:

1. The City will mail a copy of the application and related materials to the Trustees of the Township at the same time that the school districts are noticed and request a meeting to discuss the application.
2. A meeting will be held between appropriate representatives of the City, The Township and the applicant.
3. The application will be processed further only upon agreement by both the City and the Township.

B. It is the intent of the parties that any such proposed program to grant tax reduction in the District be closely scrutinized to ensure that the income resulting from development is not compromised to such an extent that the granting of an abatement will result in detriment to either the City or the Township in the long term.

## **Section 6. Provision of Services**

- A. The Township shall continue to provide its services to property in the District until such time as it is annexed to the City.
- B. Upon annexation to the City, the City has the right to provide all municipal services to the property annexed, including police protection, fire/rescue service, street maintenance, reasonable storm water management, water, electric, refuse collection, and sanitary sewer service, in a manner similar to other land located within the corporate limits of the City, subject, however, to system capacity limitations,<sup>2</sup> payment by the property owner or developer of any utility extension costs, the provisions of all applicable City ordinances, and agreements, if any, with utilities that may be serving the District area.
- C. In the event that the City allows a tap-in to its sewer system to a property that is not yet subject to annexation, it is understood by the parties to this Agreement that such tap-in would be permitted only upon the property owner's acceptance of certain conditions including, but not limited to, the property owner agreeing to annex the property as soon as it is possible and agreeing to pay whatever utility premium that may be charged by the City until the property can be annexed. Any such tap-in would also need to receive approval of Oberlin City Council.
- D. In the event that a property owner in the District desires to develop a property for a use consistent with the agreed upon land use plan and district uses shown in Exhibit E, and annexation is not yet feasible and access to the City's sanitary system is not available (both as determined by the City), the Township shall notify

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<sup>2</sup> The City will take all reasonable measures to anticipate and provide for system capacity in the District.

the City of the property owner's intent to use an on-site system subject to EPA and Lorain County Health Department approval. The City shall have a period of three months to evaluate whether sewer services can be provided to the property. The parties to this Agreement desire to encourage use of the best available technology. Once annexation and connection to the City's sanitary system does become feasible, within one year the property owner must connect to the City's system at the property owner's expense, plus pay for the property owner's fair share of the City's capital costs to extend the sanitary sewer line.

#### **Section 7. Term**

- A. This Agreement shall be in effect for an original term of twenty-five (25) years from the later of the date that it is approved by Ordinance of the City Council and Resolution of the Trustees of the Township. At the end of the twenty-fifth year, the Agreement shall automatically renew for another twenty-five (25) year term unless the legislative authorities of the City and the Township each affirmatively act by official legislation to terminate the Agreement.
- B. The City and the Township agree that they will meet at least every five (5) years during the term of this Agreement in order to review and evaluate whether the terms of this Agreement remain consistent with their intent or whether adjustments need to be made. Should new or amended state legislation alter the tax structure upon which the consideration in this Agreement is based, the parties agree to meet prior to the effective date of such legislation to determine whether adjustments need to be made. Any adjustments to this Agreement must be in

writing and approved by both the City and the Township by appropriate legislation.

- C. This Agreement may be terminated at any time by mutual consent of the City and the Township as authorized by their respective legislative authorities. In order for such termination to be effective, the legislative actions of the parties to terminate this Agreement must occur and be effective within a period of ninety (90) days of each other. Upon termination, all property annexed pursuant to this Agreement shall remain part of the City for all purposes.

#### **Section 8. Amendments**

- A. In addition to the amendments authorized by Section 1C herein, this Agreement may be amended by the City and the Township only in a writing approved by the legislative authorities of both parties, and further providing that for such amendment to be effective, the legislative actions of the parties must occur and be effective within a period of ninety (90) days of each other.

#### **Section 9. Disputes**

- A. In the event that a dispute arises as to any of the terms or applicability of this Agreement, the parties agree to use their best efforts to resolve the dispute through a mutually acceptable mediator at the earliest possible date and with the least amount of expense and inconvenience to the parties. The expenses of the mediation process shall be borne one-half (1/2) by the City and one-half (1/2) by the Township.
- B. Failure of any party to comply with the terms of this Agreement shall constitute a default. The non-defaulting party shall give written notice to the defaulting party



setting forth the nature of the alleged default. The defaulting party shall have sixty (60) days from receipt of the notice of default to cure the default, or, if the default cannot be reasonably cured within sixty (60) days, to commence to cure and thereafter diligently process such cure to completion. If a default is not satisfactorily cured in a timely manner, the non-defaulting party may call for mediation to resolve the default.

- C. If a dispute or default cannot be acceptably resolved through mediation or a party refuses to participate in mediation, this Agreement does not limit or preclude the parties from initiating appropriate legal action at law or in equity to seek redress.

#### Section 10. Miscellaneous

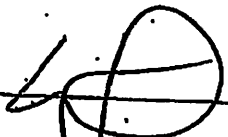
- A. Support of Agreement. The City and the Township agree to cooperate with each other and to use their best efforts to do all things necessary to effect the purpose of this Agreement. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party or parties in a court of law, the City and the Township agree to vigorously defend this Agreement with the object of upholding its terms. The City and the Township shall each bear its own costs in any such proceeding challenging this Agreement or any of its terms except as provided in Section 4(B). In the event that the parties jointly retain one legal counsel, the parties shall each bear one-half (1/2) of the fees incurred.
- B. Severability. In the event any one or more of the provisions of this Agreement are held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. However, if the provisions set forth in Section 4(D) related to the

sharing of income taxes are held to be invalid, illegal, or unenforceable, the Township shall have the option to terminate the Agreement at any time thereafter during the remainder of the term upon thirty (30) days advance notice, or continue performance pursuant to the remaining portions of the Agreement, or both the City and the Township shall have the option to, for a period of sixty (60) days, use their best efforts to renegotiate so that the spirit and intent of Paragraph 4(D) is preserved.

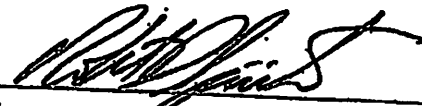
- C. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.
- D. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the City and the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence.
- E. Entire Agreement. This Agreement constitutes the entire agreement of the parties and may be amended or modified only as provided herein. All prior agreements between the parties, either oral or written, are superseded by this Agreement. Specifically, the agreement between the parties which was entered into on or about August 2, 1991, will lapse upon approval and formal execution of this Agreement as provided herein, and said prior agreement will be of no further force and effect unless revived as provided in Section 3(A)(3) herein.

IN WITNESS WHEREOF, the City and the Township have caused this Agreement to be duly signed in their respective names by their duly authorized officers as of the day and year first above written.


Signed in the presence of:

  
Print Name: DANIEL J. GARDNER

CITY OF OBERLIN

  
Its: City Manager

Signed in the presence of:


  
Print Name: DAN SHINSKY

THE TOWNSHIP OF PITTSFIELD

By: Mark McConnell  
Trustee Mark McConnell

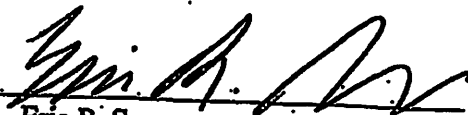
DAN SHINSKY  
Print Name: Dan Shinsky


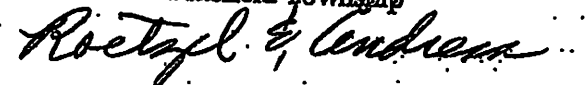
By: Steve L. Magyar  
Trustee Steve L. Magyar

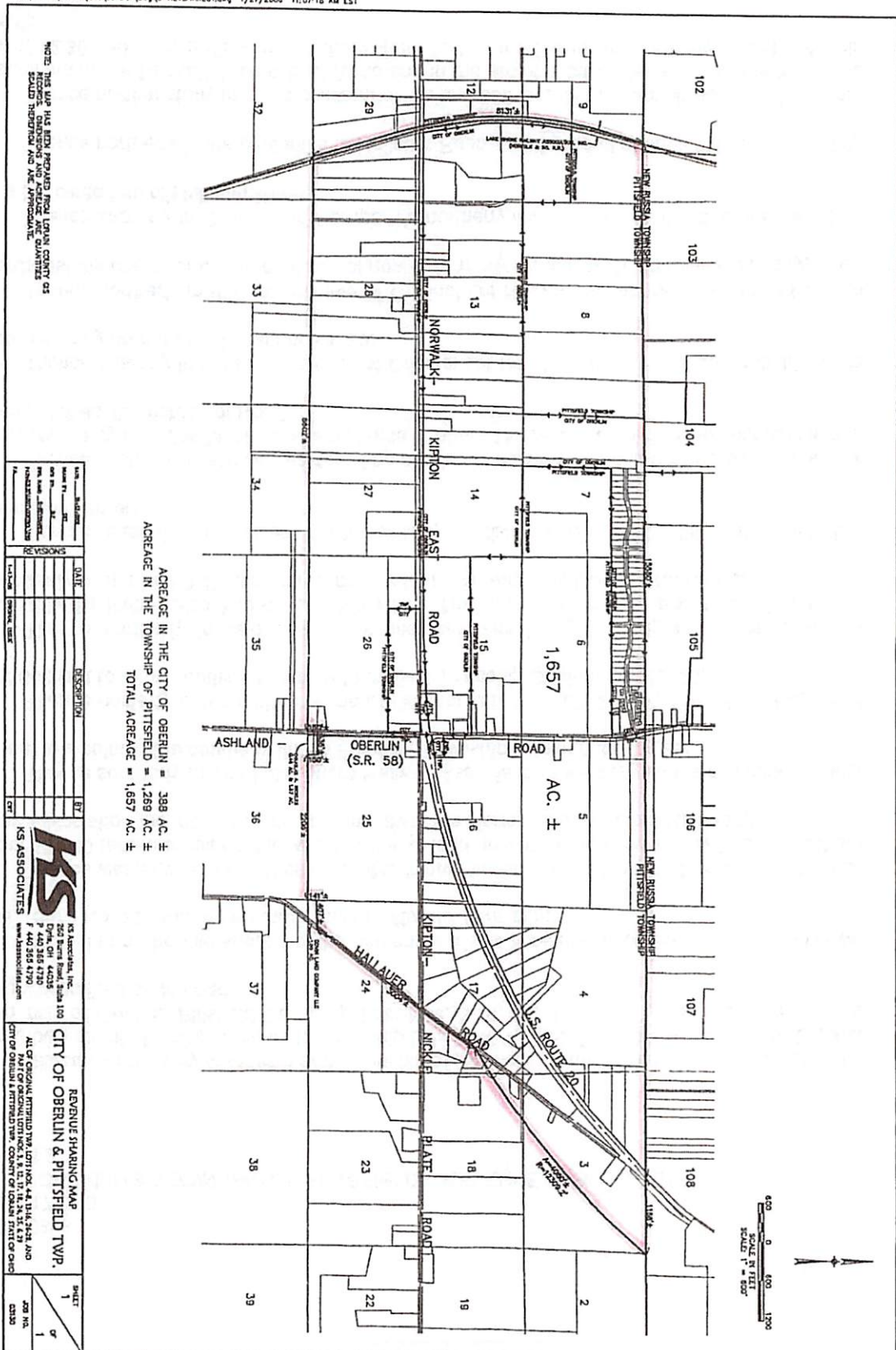
  
Print Name: DAN SHINSKY

By: Mark Diehl  
Trustee MARK DIEHL

Approved as to legal form:

By:   
Eric R. Severs  
Oberlin Law Director

By:   
Denise L. Bruggeman  
Counsel for Pittsfield Township  




## **EXHIBIT B**

Job No. 03130

January 17, 2006

CITY OF OBERLIN & TOWNSHIP OF PITTSFIELD – REVENUE SHARING AREA

Page 1 of 2

Situated in the City of Oberlin and Township of Pittsfield, County of Lorain and State of Ohio. Being known as all of Original Pittsfield Township Lots Nos. 4, 5, 6, 7, 8, 13, 14, 15, 16, 26, 27, and 28 and part of Original Pittsfield Township Lots Nos. 3, 9, 12, 17, 18, 24, 25, and 29 and more definitely described as follows:

Beginning at the intersection of the centerline of the Norwalk-Kipton East Road, also known as U.S. Route No. 20, and the northerly line of Pittsfield Township;

Thence westerly in the northerly line of Original Pittsfield Township Lots Nos. 3-9, a distance of about 15,580 feet to a point in the westerly line of land now or formerly owned by The Lake Shore Railway Association Inc. (formerly the right-of-way of the Norfolk and Southern Railroad);

Thence southerly in The Lake Shore Railway Association's westerly line, a distance of about 5131 feet to a point in the southerly line of Pittsfield Township Original Lot No. 29;

Thence easterly in the southerly line of Original Lots Nos. 29, 28, 27, and 26, a distance of about 8602 feet to a the southeast corner of Pittsfield Township Original Lot No. 26;

Thence northerly in said original lot line, said line being the original centerline of the Ashland-Oberlin Road, also known as Ohio Route No. 58, a distance of about 150 feet to the northwesterly corner of a 0.46 acre parcel now or formerly owned by Douglas M. Nickles;

Thence easterly in Nickles' northerly line, a distance of about 335 feet to Nickles' northeasterly corner;

Thence southerly in Nickles' easterly line and in the easterly line of a 0.67 acre parcel now or formerly owned by Douglas M. Nickles, a distance of about 150 feet to a point in the southerly line of Original Pittsfield Township Lot No. 25;

Thence easterly in the southerly line of Original Lot No. 25, a distance of about 2205 feet to the southeasterly corner of Original Lot No. 25;

Thence northerly in the easterly line of Original Lot No. 25, a distance of about 141 feet to the northwesterly corner of a 1.00 acre parcel now or formerly owned by Dovin Land Company, LLC;

Thence easterly in Dovin Land Company's northerly line, a distance of about 407 feet to a point in the centerline of Hallauer Road;

Thence northerly in the centerline of Hallauer Road, a distance of about 3004 feet to a point;

Thence northeasterly in a line concentric with and 850 feet distant radially southeasterly from the centerline of the Norwalk-Kipton East Road and in the arc of a curve deflecting to the left with a radius of 12,309.20 feet, a distance of about 4080 feet to a point in the northerly line of Pittsfield Township;

**Job No. 03130**

**January 17, 2006**

**CITY OF OBERLIN & TOWNSHIP OF PITTSFIELD – REVENUE SHARING AREA**

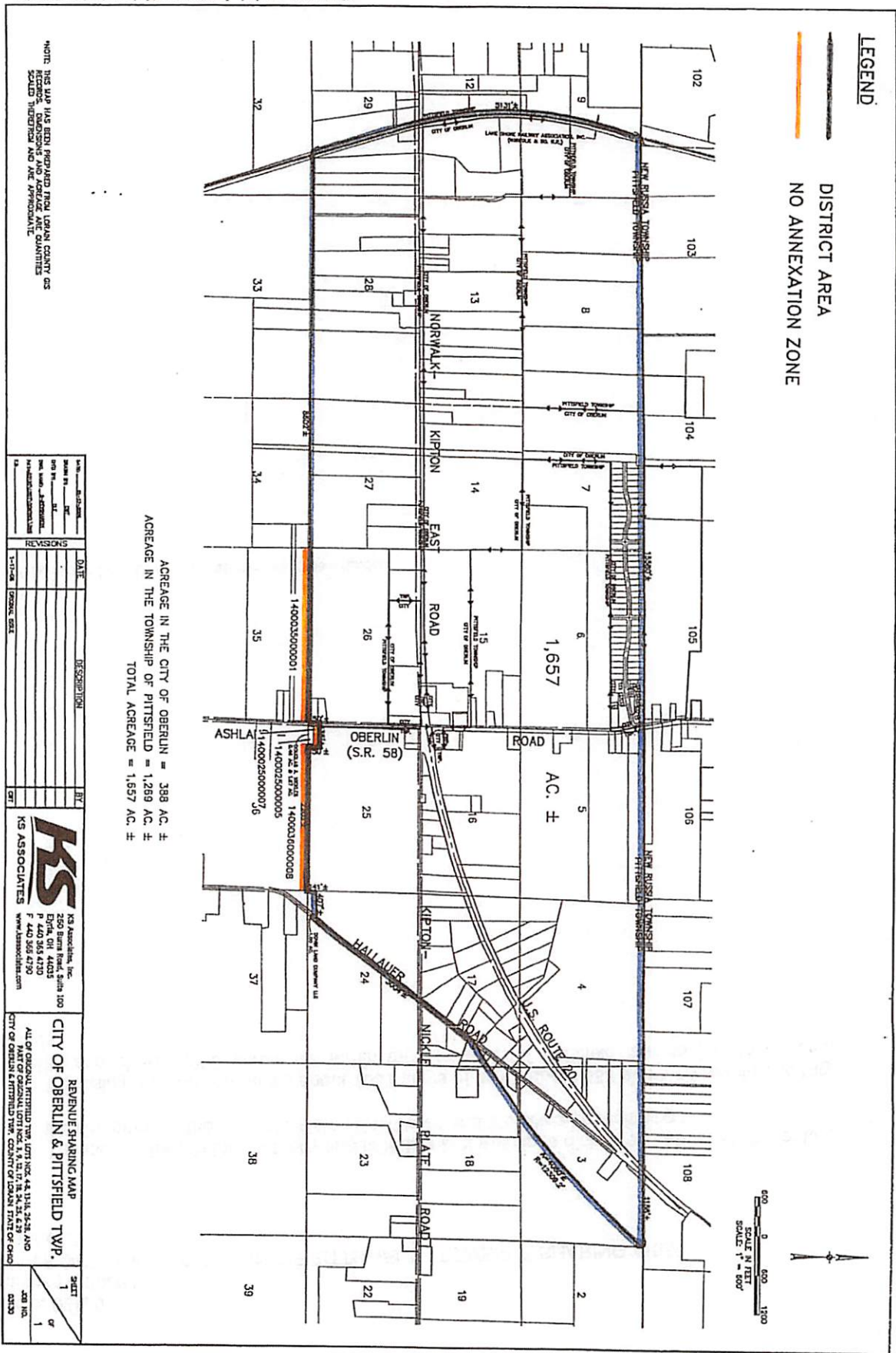
**Page 2 of 2**

Thence westerly in the northerly line of Pittsfield township, a distance of about 1156 feet to a point in the centerline of the Norwalk-Kipton East Road and the place of beginning.

Enclosing an area containing about 1657 acres of which about 388 acres are within The City of Oberlin and about 1,269 acres are within the Township of Pittsfield, but subject to all legal highways.

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**KS ASSOCIATES**









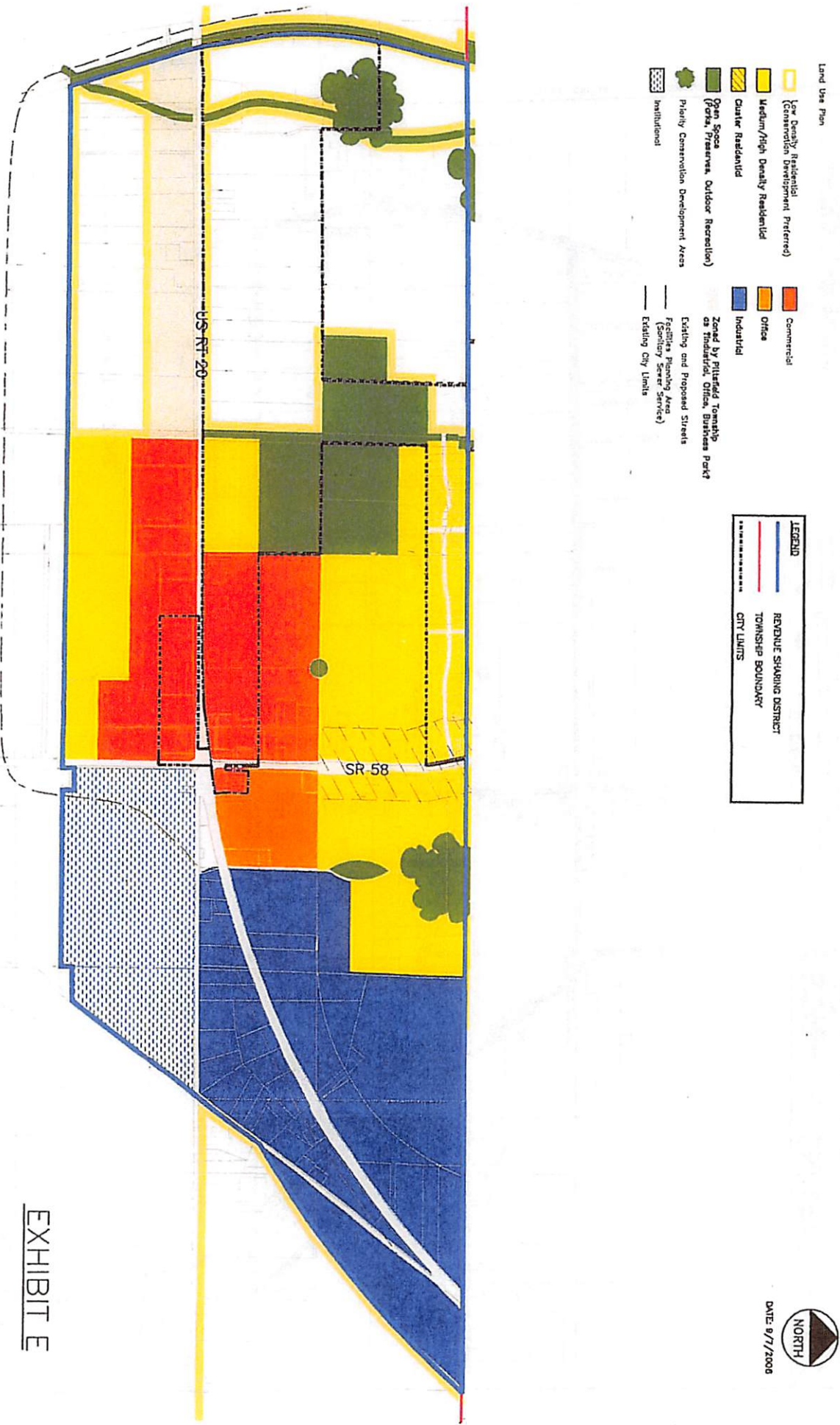


EXHIBIT E

## **EXHIBIT F – DESIGN GUIDELINES**

Oberlin, Ohio Code of Ordinances

### **PART THIRTEEN - PLANNING AND ZONING CODE / TITLE FIVE - Zoning Ordinance / CHAPTER 1357 Site Plan Review / 1357.06 STANDARDS FOR SITE PLANS.**

#### **1357.06 STANDARDS FOR SITE PLANS.**

Site plans shall conform to the following standards which shall be utilized in the review of site plan applications.

(a) Site plans shall be prepared in a manner which ensures that the proposed development will be in compliance with all applicable plans, laws and ordinances, including those of the City of Oberlin, the County of Lorain, the State of Ohio, and the federal government.

(b) Consideration shall be given to providing uses of land and structures consistent with recommendations of plans adopted by the City in the area addressed by the site plan. Consideration shall also be given to providing suitable areas for parks, schools, open space, and other areas of public recreational use and other public facilities, especially when such facilities are proposed in plans adopted by the City in the area addressed by the site plan.

(c) All development features, including principal buildings, open spaces, service roads, driveways, and parking areas shall be so located and related as to minimize the possibility of adverse effects upon adjacent development. Maximum possible visual and auditory privacy for surrounding properties and occupants shall be provided through good design and the use of proper building materials and landscaping. Where necessary to promote harmony with adjacent developments, screening of parking areas and service areas from surrounding properties shall be provided through landscaping, ornamental walls, fences, or other means.

(d) To ensure the protection of property values and to promote effective land use in the transition from one district to another, the Planning Commission shall have the power to determine the need for, location, and the amount of planting materials, walls, walks, or fences or any combination thereof.

(e) Thoroughfares, service roads, driveways, and parking and loading areas shall be designed to promote safe and efficient pedestrian and vehicular traffic safety on both private and public lands. On-site traffic circulation shall be designed to permit adequate fire and police protection.

(f) The design and installation of high quality, attractive landscape planting, screening, fences, and other site improvements is encouraged. Such improvements shall be designed as integral elements of the overall site plan, selected to complement the site and surrounding sites, and designed to provide visually and spatially attractive areas in all parts of the site.

(g) The locations and designs of buildings and other site improvements shall be developed with consideration given to minimizing the removal of trees and natural native vegetation and changes of topography.

(h) In large parking areas, visual relief and traffic channelization shall be provided through the use of tree-planted and landscaped dividers, islands, and walkways. Provision shall be made for sidewalks and pedestrian walkways which will enable pedestrians to walk safely and conveniently from distant areas of parking to the buildings, from one building to another within the site, and to and from public walkways.

(i) Provision shall be made for the disposal of wastes generated by the proposed use. Screening of temporary storage areas and containers shall be provided to minimize visual impacts on abutting properties, especially adjacent residential uses.

Oberlin, Ohio Code of Ordinances

10. Freestanding signs shall be designed to fit within and complement the characteristics of the site, building, and wall signs in terms of color, materials, texture, scale.

11. Alterations and additions to existing buildings shall be compatible in scale, material, color, placement, and character with the existing buildings.

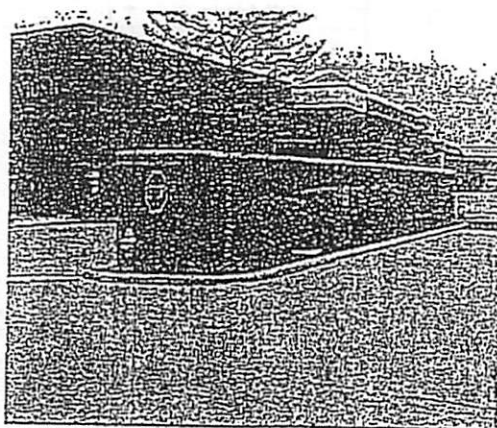
12. Distinctive architectural features of existing buildings should not be altered or removed unless replaced with features of similar composition, texture, color, design, and other characteristics. Restoration of historic features and building characteristics shall be encouraged.

13. Side and rear walls shall be so designed as to relate to and be compatible with the front or main entry wall and overall design of the building, although they may be less detailed and articulated.

14. Site features such as fences, walls, and signs compatible in color, texture, scale, materials and other characteristics with the main building shall be encouraged.

(m) New residences constructed in a subdivision shall be so designed and located to ensure that they are (1) not excessively similar in footprint, color, roofline, and other features in a manner which results in a lack of visual and spatial interest and diversity on any street frontage; or, (2) if substantially similar, designed as an element of a comprehensive visual or spatial scheme which results in an attractive residential environment on each frontage.  
(Ord. 96-82AC. Passed 9-16-96.)

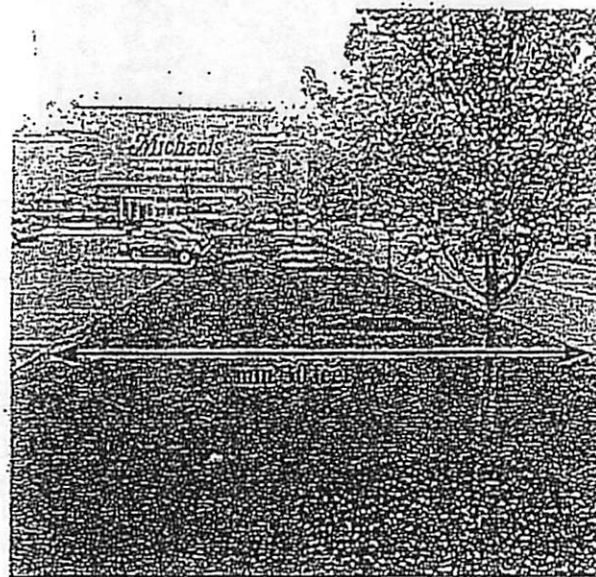
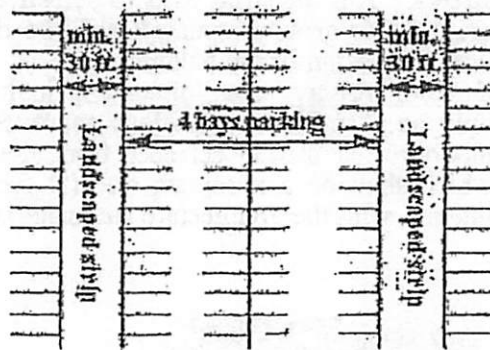
- F. Flat roofs shall only be permitted for structures 2 stories or greater, except that a flat roof may be permitted on a structure containing 10,000 square feet or more on a single floor and if the roof is concealed by a parapet extending at least 3 but not more than 10 feet above the roof, capped with a three dimensional cornice treatment.
- G. Service docks and loading areas shall not be located on facades facing or otherwise visible from public roads, except where approved with screening using materials consistent with and integral to the architecture of the building.
- H. Mechanical equipment shall be screened from view from the public streets. Any material used to screen equipment, whether roof-mounted or ground-mounted, shall be designed to be compatible with the design of the building.
- I. Outdoor display, sales, or storage, including waste storage, shall only be permitted in locations approved in the site plan. Such outdoor uses must be screened from view by a solid wall or fence which shall be a minimum five (5) feet in height and designed integral with the architecture and materials of the main building.



Example of screened storage and loading areas

- (2) Public street system. Where proposed public streets are indicated on any thoroughfare plan adopted by the Planning Commission, or any comprehensive or land use plan adopted by City Council, or otherwise indicated by the Planning Commission to be in the public interest for the purposes of creating a safe, complete and functional public street system, property owners shall be required to dedicate and develop public rights-of-way. The Planning Commission may approve alternative means for satisfying the public interest.
- (3) Parking and access.
  - A. General provisions.
    - 1. Parking shall not exceed 5 spaces per 1000 square feet of net floor area. Joint use of parking lots shall be encouraged.

2. Interior parking lot landscaping shall be required as follows:
3. Minimum 1 tree per 10 parking space. (This does not include the trees required for the landscape strips below)
4. A landscaped strip not less than 30 feet in width (which may include required bike routes or sidewalks) shall separate each 4 bays (rows) of parking and drives. The landscape strip may include required pedestrian/bike facilities eight (8) feet wide if required by the Planning Commission and shall include a minimum of 1 shade tree per 1500 square feet.

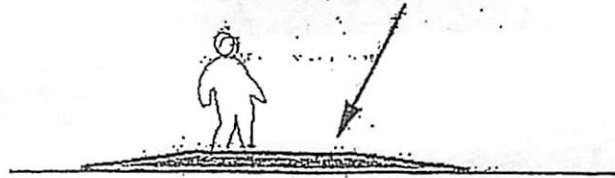


Example of landscape strip

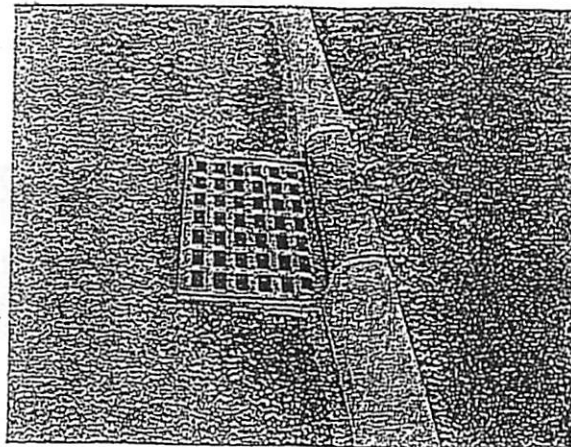


- G. As directed by the Planning Commission, where a pedestrian walkway crosses a main drive or private road, pedestrian crossing signs shall be installed and the walkway shall be raised and paved in a manner which clearly distinguishes the walkway from the vehicle way.
- H. All sidewalks shall be a minimum 5 feet in width.

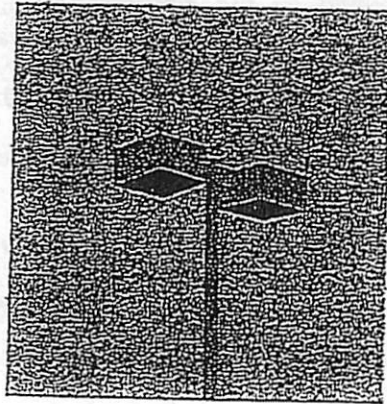
**Raised pedestrian crossing  
in drive area**



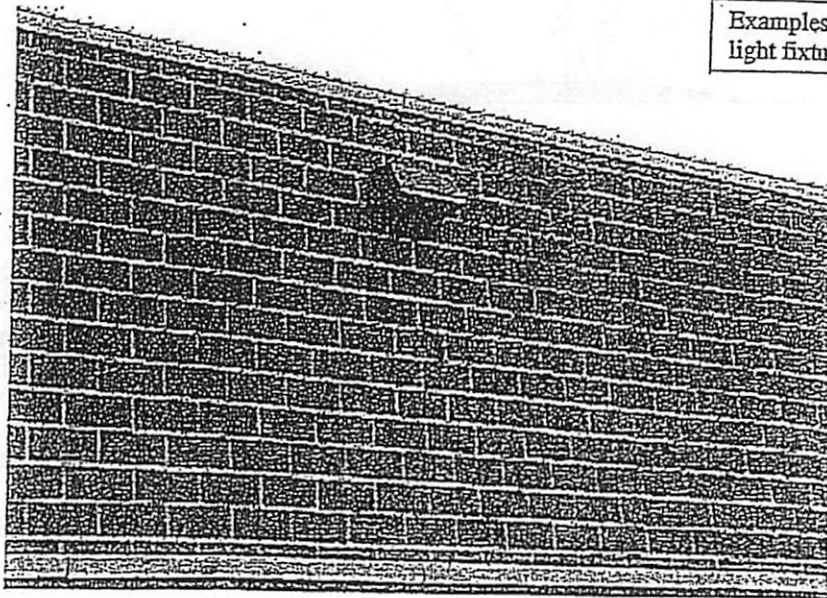
- (5) Bicycle facilities.
- A. Sites shall be designed to encourage bicycle access and connection to nearby bicycle facilities.
- B. At least 1 bicycle storage rack shall be installed for each business exceeding 50,000 square feet of floor area. Businesses shall install at least 1 bicycle rack for each 30,000 square feet of floor area. Each bicycle storage rack shall have spaces for at least 5 bicycles. When more than one business on the same parcel exceeds a combined floor area of 50,000 square feet, these standards shall apply.
- C. Bike route signs shall be installed as directed by the Planning Commission.
- D. All storm water inlet grates shall be of approved bike-safe design (example at right).



Example of bike-safe storm  
water inlet grates



Examples of cutoff  
light fixtures



(10) Landscaping.

- A. . . Landscape trees shall only be those listed on the City of Oberlin street tree list or approved alternatives. Trees shall be minimum 2" caliper and 8 feet in height at time of planting.
- B. Evergreen shrubs shall be minimum 24" in height at time of planting.
- C. Earth berms shall be varied in setback, height, width, and depth. Unless supported by a wall, rocks, or other approved support, slopes shall not exceed 3:1

(13) Special standards for filling stations, canopies.

- A. Gas stations shall only be approved subject to a conditional use permit.
- B. A canopy shall comply with the following standards:
  - 1. Must have a pitched roof compatible in design with the roof of the building to which it is accessory.
  - 2. Shall not exceed 25 feet in height.
  - 3. Must be set back at least 60 feet from the right-of-way
  - 4. Signs shall only be mounted on a canopy in compliance with the requirements of these standards.
  - 5. Canopy lighting shall be designed and installed in a manner which provides illumination for the area under the canopy and which prevents glare outside of the canopy.
  - 6. Fuel pumps and the fueling area shall be screened from view of the public right-of-way by construction of brick or stone walls not less than 5 feet in height and landscape material is to be installed to soften the appearance of the wall.

(Ord. 04-72AC. Passed 11-15-04.)