

ORDINANCE NO. 03-26 AC CMS

AN ORDINANCE AUTHORIZING A REVENUE-SHARING PAYMENT TO PITTSFIELD TOWNSHIP AND APPROVING AN AGREEMENT RELATING THERETO AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the proposed agreement with Pittsfield Township relating to revenue-sharing monies determined due and payable by the City to the Township, a copy being attached hereto, is hereby approved, and the City Manager and City Auditor are hereby authorized and directed to execute same on behalf of the City.

SECTION 2. That the City Manager and City Auditor are hereby further authorized and directed to make a lump-sum revenue-sharing payment to Pittsfield Township in accordance with said agreement.

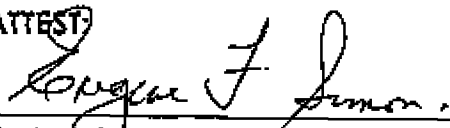
SECTION 3. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio, to wit:

"to authorize a revenue-sharing payment due Pittsfield Township as soon as possible in order to satisfy contractual agreements", and shall take effect immediately upon passage.

**PASSED: 1st Reading – March 17, 2003 (E)
 2nd Reading –
 3rd Reading –**

ATTEST


CLERK OF COUNCIL


CHAIR OF COUNCIL

POSTED: 3/18/2003

EFFECTIVE DATE: 3/18/2003

SETTLEMENT AGREEMENT

This Agreement is entered into on this 18~~th~~ day of March, 2003, by and between the City of Oberlin, Ohio, hereinafter referred to as "City", and the Pittsfield Township, Ohio. Board of Trustees, hereinafter referred to as "Township".

WITNESSETH:

WHEREAS, on or about August 2, 1991, City and Township entered into an agreement which, among other things, provided for the City, in certain instances, to remit to the Township a share of certain tax revenues received by the City as a result of the annexation to the City of property located in the area covered by the agreement; and

WHEREAS, it was determined by the parties that some of the revenues due the Township from the City pursuant to the agreement were not remitted to the Township when due and that an accounting to determine the precise amount due, but not paid, was in order; and

WHEREAS, the parties have conducted such an accounting and have come to an agreement as to the amount of revenue due the Township from the City pursuant to the agreement, but not remitted, as of the end of the 2002 calendar year; and

WHEREAS, the parties desire to memorialize their agreement as to the amount due the Township as of that date and settle and release any claims relating thereto.

NOW, THEREFORE, in consideration of the foregoing representations, the parties hereto agree and stipulate as follows:

1. The amount determined to be due the Township pursuant to the agreement of August 2, 1991, but not remitted to them, through December 31, 2002, is \$58,115.69.
2. That figure represents the Township's share, per the agreement, of the income taxes collected by the City in the area covered by the agreement through December 31, 2002, plus

the Township's share, per the agreement, of real and personal property taxes received by the City in the area covered by the agreement through the 2001 property tax duplicate year, which were a lien and payable in 2002.

3 The City will, immediately after approval of this agreement by Oberlin City Council and the Pittsfield Township Board of Trustees and its execution by the duly authorized agents of each, tender a check payable to the Trustees in the amount of \$58,115.69 in full payment of the monies determined due herein.

4. The receipt by the Township of said monies shall act as, and is hereby agreed to be, a full and complete settlement of any and all amounts due the Township from the City pursuant to the agreement of August 2, 1991, through December 31, 2002, including any claim for interest, and the Township does hereby expressly waive and release any further claim relating thereto.

5. This Settlement Agreement shall be binding upon and enure to the benefit of the parties hereto, their successors, assigns, and anyone claiming through them.

Executed on the dates set forth next to the signatures of the authorized agents of the parties as appearing below.

FOR THE CITY OF OBERLIN:

FOR PITTSFIELD TOWNSHIP:

3/18/03
Date Robert G. DiSpirito
Robert G. DiSpirito,
City Manager

3/14/03
Date Steve Magyar
Steve Magyar, Chairman,
Board of Trustees

3/18/03
Date I. Salvatore Talarico
I. Salvatore Talarico,
City Auditor

3-14-03
Date James R. McConnell
James McConnell, Clerk
Board of Trustees

Approved as to form:

Eric R. Severs
Eric R. Severs,
Oberlin City Solicitor

PITTSFIELD TOWNSHIP

Lorain County, Ohio

James R. McConnell, Clerk

17567 Hallauer Rd., Wellington, OH 44090

(440) 775-3352 Home

(440) 774-7223 Office/Garage

TRUSTEES

Mark McConnell

Steve Magyar, Chairman

Mark Diedrick

Mr. Sal Talorico
Oberlin City Auditor
69 S. Main St.
Oberlin, OH 44074

Dear Mr. Talorico,

Following is a copy of resolution #03-53 approving the revenue settlement agreement between Pittsfield Township and the City of Oberlin as passed during the regular meeting of the Pittsfield Township Trustees on March 3, 2003.

#03-53 REVENUE SETTLEMENT AGREEMENT

After discussion and revue, Mark McConnell moved to approve the following revenue settlement agreement between the Township and the City of Oberlin:

WHEREAS, on or about August 2, 1991, City and Township entered into an agreement which, among other things, provided for the City, in certain instances, to remit to the Township a share of certain tax revenues received by the City as a result of the annexation to the City of property located in the area covered by the agreement; and

WHEREAS, it was determined by the parties that some of the revenues due the Township from the City pursuant to the agreement were not remitted to the Township when due and that an accounting to determine the precise amount due, but not paid, was in order; and

WHEREAS, the parties have conducted such an accounting and have come to an agreement as to the amount of revenue due the Township from the City pursuant to the agreement, but not remitted, as of the end of the 2002 calendar year; and

WHEREAS, the parties desire to memorialize their agreement as to the amount due the Township as of that date and settle and release any claims relating thereto.

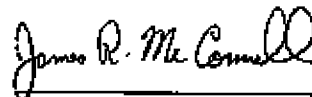
NOW, THEREFORE, in consideration of the foregoing representations, the parties hereto agree and stipulate as follows:

1. The amount determined to be due the Township pursuant to the agreement of August 2, 1991, but not remitted to them, through December 31, 2002, is \$58,115.69.

2. That figure represents the Township's share, per the agreement, of the income taxes collected by the City in the area covered by the agreement through December 31, 2002, plus the Township's share, per the agreement, of real and personal property taxes received by the City in the area covered by the agreement through the 2001 property tax duplicate year, which were a lien and payable in 2002.
3. The City will, immediately after approval of this agreement by the Oberlin City Council and the Pittsfield Township Board of Trustees and its execution by the duly authorized agents of each, tender a check payable to the Trustees in the amount of \$58,115.69 in full payment of the monies determined herein.
4. The receipt by the Township of said monies shall act as, and is hereby agreed to be, a full and complete settlement of any and all amounts due the Township from the City pursuant to the agreement of August 2, 1991, through December 31, 2002, including any claim for interest, and the Township does hereby expressly waive and release and further claim relating thereto.
5. This Settlement Agreement shall be binding upon and enure to the benefit of the parties hereto, their successors, assigns, and anyone claiming through them.

Mark Diedrick seconded the motion and it passed on a unanimous roll call vote.

I certify that the above is a true and accurate copy of resolution #03-53 as it appears in the official record of the minutes of the regular meeting of the Pittsfield Township Trustees for March 3, 2003.



James R. McConnell, Clerk