

ORDINANCE NO. 544-2013

AN ORDINANCE ACCEPTING AN APPLICATION FOR ANNEXATION TO THE VILLAGE OF PANDORA, OHIO OF PARCEL NUMBER 48-023190.0000, ATTACHED HERETO AS EXHIBIT "A"

WHEREAS, it having come before Council of the Village of Pandora, Ohio, that an Application for Annexation to the Village of Pandora, Ohio, of Parcel Number 48-023190.0000, attached as Exhibit "A",

WHEREAS, on September 26, 2013, a petition for annexation was filed by Mark A. Hempfling and Keith D. Hempfling, with the Board of Putnam County Commissioners; and,

WHEREAS, on the 10th day of October, 2013, the petition herein, together with an accurate map of the territory and a certified transcript of the proceedings of the Board of Putnam County Commissioners was filed with the Fiscal Officer of the Council of the Village of Pandora, Ohio;

WHEREAS, the Clerk of Council of said Village of Pandora was presented all papers filed with her by the Board of Putnam County Commissioners to the Council pursuant to the requirements of Section 709.04, Ohio Revised Code; and

BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF PANDORA, OHIO, AND A MAJORITY OF THE MEMBERS THERETO CONCURRING:

Section I. The application of Mark A. Hempfling and Keith D. Hempfling, for annexation of the property described in Exhibit "A" together with an accurate map of the territory, together with the petition herein for its annexation and other papers related thereto, and a certified transcript of the proceedings of the Board of the Putnam County Commissioners, in relation thereto, are on file with the Fiscal Officer of Council, be the same is hereby accepted.

Section II. That in accordance with Section 709.06, Ohio Revised Code, the Fiscal Officer of Council is hereby authorized and directed to prepare three (3) copies of the petition, the map accompanying the petition, the transcript of proceedings of the Board of Putnam County Commissioners and ordinances of Council relating to the annexation herein described and certify upon each copy that the same is correct. Such certificates shall be signed by the Fiscal Officer in her official capacity and shall be authenticated by the seal of the Village of Pandora, Ohio. The Fiscal Officer shall forthwith deliver one such copy to the Auditor of Putnam County, Ohio, one such copy to the Recorder of Putnam County, Ohio, directing the Recorder to make a record thereof and file and preserve the same and the remaining copy shall be forwarded to the Clerk of the Secretary of State, for the State of Ohio.

Section III. The Fiscal Officer is further authorized and directed to immediately transmit a certified copy of this ordinance to the Board of Putnam County Commissioners and shall so notify in writing the Putnam County Board of Elections of the annexation herein, and shall include with her letter, a copy of the map filed herein.

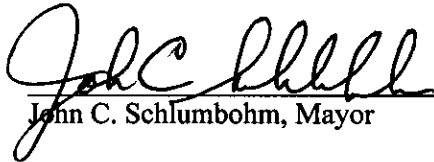
Section IV. That the date and time of annexation to the Village of Pandora, Ohio, of the territory described herein, shall be the effective date of this ordinance.

Section V. That it is found and determined that all formal actions of this Council concerning or relating to the passage of this Ordinance were passed in an open meeting of the 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 121.11 of the Ohio Revised Code.

Section VI. That this ordinance shall take effect at the earliest time permitted by law.

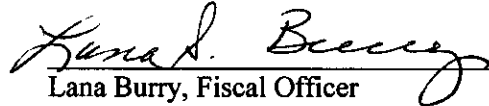
Adopted: Nov. 26, 2013

ATTESTED:



John C. Schlumbohm, Mayor

APPROVED:



Lana Burry, Fiscal Officer

ANNEXATION AGREEMENT BETWEEN THE VILLAGE OF PANDORA, OHIO AND RILEY TOWNSHIP, OHIO

WHEREAS, Keith D. Hempfling and Mark A. Hempfling are the sole owners of approximately 75.6800 acres of real estate, located in Riley Township, Putnam County, Ohio, having PARCEL NUMBER 48-023190.0000, which is more fully described as follows:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

WHEREAS, Keith D. Hempfling and Mark A. Hempfling desire to annex said property to the Village of Pandora, Putnam County, Ohio; and

WHEREAS, said property is adjacent to and contiguous to the Village of Pandora; and

WHEREAS, John C. Schlumbohm, Mayor of the Village of Pandora, Putnam County, Ohio, and Lana Burry, Fiscal Officer in the Village of Pandora, Putnam County, Ohio, were granted authority to enter into an Annexation Agreement, pursuant to ~~Resolution No. 2013-xxx~~, dated Nov. 26, 2013, with the Riley Township Trustees; and Ordinance No. 544-2013

WHEREAS, Mark Kinsinger, Albert Amstutz, and William Schroeder, Riley Township Trustees were granted authority to enter into an Annexation Agreement, pursuant to Resolution No. 2013-____, dated _____, 2013, with the Village of Pandora; and

WHEREAS, said Annexation Agreement is pursuant to Ohio Revised Code Sec. 709.192.

NOW, THEREFORE, IT IS HEREBY UNDERSTOOD AND AGREED pursuant to Ohio Revised Code Section 709.022, that the undersigned Village of Pandora and Riley Township consent to the annexation of this property to the Village of Pandora.

IT IS FURTHER UNDERSTOOD AND AGREED that in consideration of the annexation of the above described real estate parcel into the Village of Pandora, IT IS AGREED that the entire parcel shall be used for residential, agricultural, and industrial purposes.

IT IS FURTHER UNDERSTOOD AND AGREED that if said parcel of land is not to be used for the above listed purposes, then it must be in compliance with the Village of Pandora's Zoning Regulations.

IT IS FURTHER UNDERSTOOD AND AGREED that the installation of all public services and/or facilities, including but not limited to water and sewage to the property line, shall be paid for and maintained by the Village of Pandora. In the event said public services and/or facilities, including water and sewage, shall be installed on the real estate within the Riley Township boundaries, then the Village of Pandora shall maintain said public services and/or facilities.

IT IS FURTHER UNDERSTOOD AND AGREED that the Village of Pandora shall pay for all boundary changes, including the Village of Pandora's boundaries as well as the Riley Township boundaries.

IT IS FURTHER UNDERSTOOD AND AGREED, that the Village of Pandora and Riley Township shall provide governmental services to the annexed territory as follows:

Section 1. With respect to territory located within the boundaries of the RILEY TOWNSHIP but which is not a part of the VILLAGE OF PANDORA, this Agreement shall have no effect on the obligations of the RILEY TOWNSHIP to provide services and the VILLAGE OF PANDORA shall continue to have no obligation at all to provide services or products. With respect to territory located within the boundaries of the VILLAGE OF PANDORA but which is not a part of the RILEY TOWNSHIP, this Agreement shall have no effect on the obligations of the VILLAGE OF PANDORA to provide services or products and the RILEY TOWNSHIP shall continue to have no obligation at all to provide services.

Section 2. With respect to territory within the Annexation Agreement Territory which becomes annexed to the VILLAGE OF PANDORA, the VILLAGE OF PANDORA, to the extent feasible, shall be the primary provider of the following governmental services to the same extent and in the same quality as the VILLAGE OF PANDORA provides these services throughout its jurisdiction in general:

(A) Sanitary sewer services.

(B) Water services.

(C) Enforcement of the VILLAGE OF PANDORA's Ordinances, including zoning ordinances, subdivision code ordinances, and building code ordinances, and provision of any related inspection services.

(D) The following pavement maintenance and repair on the following stated roadways: Said Maintenance and repair of all that part of County Road 4 which borders upon and is adjacent to the north one half of the Northeast Quarter of Section 21 of Riley Township, Putnam County, Ohio, shall be the sole responsibility of the VILLAGE OF PANDORA, but shall be done at the initiative of and in coordination with RILEY TOWNSHIP. Said Maintenance and repair of any new roadways dedicated within the Annexed Territory shall be maintained, repaired and the sole responsibility of the VILLAGE OF PANDORA.

(E) The following road right-of-way maintenance services -- cleaning and fixing road drainage ditches and storm water retention areas, and repairing and replacing guardrails on the roadways set forth in (D) above.

(F) Maintenance of traffic signals if installed.

(G) With regard to fire and emergency medical services, under Section 5705.315 of the Ohio Revised Code, the VILLAGE OF PANDORA and the RILEY TOWNSHIP find that the Pandora Volunteer Fire Department and Pandora EMS as currently constituted shall continue to provide said services unaltered by this agreement.

(H) Police services. Upon execution of any annexation petition police services shall be provided by the VILLAGE OF PANDORA Police Department for the annexed area.

Section 3. With respect to territory within the annexation agreement territory which becomes annexed to the VILLAGE OF PANDORA, RILEY TOWNSHIP shall be the primary provider of

the following governmental services to the same extent and in the same quality as the RILEY TOWNSHIP provides these services throughout its jurisdiction in general:

(A) Clearing snow and ice from County Road 4. This does not include any new roadways dedicated within the Annexed Territory which shall be maintained, repaired and the sole responsibility of the VILLAGE OF PANDORA.

(B) Salting or in some other way deicing of County Road 4.

(C) The following pavement maintenance services: Striping of Roadways and sweeping as needed of County Road 4.

(D) The following road right-of-way maintenance services -- repairing or replacing turf, mowing grass of County Road 4.

(E) The VILLAGE OF PANDORA and RILEY TOWNSHIP agree to complete an annual review of services as provided.

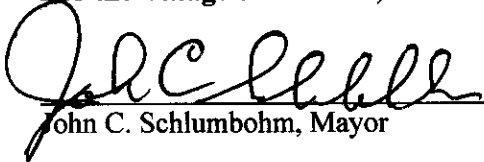
Section 4. Notwithstanding the provisions of Sections 2 and 3 of this Article III, the VILLAGE OF PANDORA and RILEY TOWNSHIP agree that this Agreement shall not affect the continuation of mutual aid arrangements and agreements for fire protection or police services in effect on the date first above written. This section is not intended to limit the ability of either VILLAGE OF PANDORA and/or RILEY TOWNSHIP to negotiate mutual aid arrangements in the future as they shall find mutually advantageous.

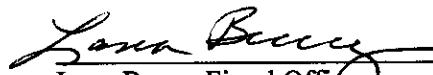
IT IS FURTHER UNDERSTOOD AND AGREED that the Village of Pandora and Riley Township have entered into the following agreement regarding payments to the Township for lost tax revenues resulting from the annexation:

The Village of Pandora shall make payment to Riley Township for said real property in the amount of its agricultural value as determined by the Putnam County Treasurers office each year.

Signed and acknowledged this _____ day of June, 2013.

For the Village of Pandora, Ohio:


John C. Schlumbohm, Mayor


Lana Burry, Fiscal Officer

For Riley Township:

Mark Kinsinger, Trustee

William Schroeder, Trustee

Albert Amstutz, Trustee

Map of Territory to be Annexed to the Village of Pandora

