

RESOLUTION NO. 052-20

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO
ENTER INTO AN ANNEXATION AGREEMENT WITH
NAPOLEON TOWNSHIP FOR THE ANNEXATION OF 3.038
ACRES OF LAND OWNED BY WILLIAM R. MEYERS**

WHEREAS, the City of Napoleon has been approached by William R. Meyers, who states that he would like to exercise an Expedited Type I Annexation from Napoleon Township to the City of Napoleon; and,

WHEREAS, in accordance with ORC 709.022, Expedited Type I Annexation, the City of Napoleon and Napoleon Township must enter into an Annexation Agreement; and,

WHEREAS, the Council for the City now desires to enter into an Annexation Agreement with Napoleon Township regarding the above stated property; **Now Therefore,**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NAPOLEON, OHIO:

Section 1. That, the City Manager is authorized to enter into an Annexation Agreement with Napoleon Township for the annexation of 3.038 acres of land currently in Napoleon Township located along County Road 424 (Parcel No. 07270088.0000), which is owned by William R. Meyers.

Section 2. That the City Manager is authorized to execute any and all documents necessary on behalf of the City to enter said Annexation Agreement.

Section 3. That, it is found and determined that all formal actions of this City Council concerning and relating to the adoption of this Resolution were adopted in open meetings of this City Council, and that all deliberations of this City Council and any of its committees that resulted in such formal actions were in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and the Codified Ordinances of Napoleon, Ohio.

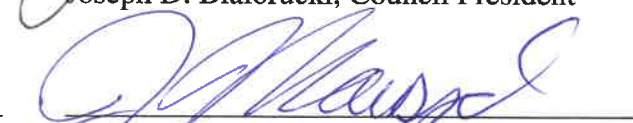
Section 4. That, if any other prior Ordinance or Resolution is found to be in conflict with this Resolution, then the provisions of this Resolution shall prevail. Further, if any portion of this Resolution is found to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution or any part thereof.

Section 5. That, this Resolution shall be in full force and effect at the earliest time permitted by law.

Passed: November 16, 2020


Joseph D. Bialorucki, Council President

Approved: November 16, 2020


Jason P. Maassel, Mayor

VOTE ON PASSAGE 7 Yea 0 Nay 0 Abstain

Attest:

Roxanne Dietrich
Roxanne Dietrich, Clerk of Council

I, Roxanne Dietrich, Clerk of Council for the City of Napoleon, do hereby certify that the foregoing Resolution No. 052-20 was duly published in the Northwest Signal, a newspaper of general circulation in said City, on the 19th day of November, 2020; & I further certify the compliance with rules established in Chapter 103 of the Codified Ordinances of Napoleon Ohio and the laws of the State of Ohio pertaining to Public Meetings.

Roxanne Dietrich
Roxanne Dietrich, Clerk of Council

ANNEXATION AGREEMENT
(hereinafter "Agreement")

This Agreement is made this _____ day of _____, 2020, by and between the City of Napoleon, Ohio (hereinafter "City") and Napoleon Township in the State of Ohio (hereinafter "Township") (collectively, hereinafter "Parties").

RECITALS

WHEREAS, William R. Meyers (hereinafter "Property Owner") is the owner of approximately 3.038 acres of land in Napoleon Township located along County Road 424 (Parcel No. 07270088.0000), being more fully described in Exhibit A attached hereto and incorporated herein (hereinafter "Property").

WHEREAS, the Property Owner desires and proposes to have the Property annexed to the City pursuant to and in accordance with R.C. 709.022, Expedited Type 1 Annexations, and this Agreement.

WHEREAS, the Property is not within the corporate limits of any municipality but is contiguous to the corporate limits of the City.

WHEREAS, the City and the Property Owner desire to annex the Property to the City in order to obtain all customary general municipal services for the Property.

WHEREAS, the City desires to annex the Property in order to facilitate and serve the economic potential of the Property for the benefit of the City and its citizens and residents.

WHEREAS, the City and the Township, after due and careful consideration, have concluded that the annexation and zoning of the Property pursuant to and in accordance with this Agreement would further enable the City to control the development of the area and would serve the best interests of the City.

THEREFORE, the parties of this Agreement in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

Section 1. Territory to be Annexed

Property Owner is the owner of one parcel of property located in the Northeast Fractional Quarter and Southeast Quarter of Section 27, Township 5 North, Range 6 East, Napoleon Township, Henry County, Ohio, more particularly described in the property description attached hereto as Exhibit A (including in the proposed property to be annexed only such real estate as is described in said Exhibit A).

Section 2. Land Use Planning Matters

Property owned by Petitioner will be annexed and zoned ____, unless otherwise determined by the City and the Property Owner.

Section 3. Provision of Services and Improvements by City

The City will provide the Property with all customary general governmental and utility services in the same manner and on the same terms and conditions as are applicable to the provision of like-kind services to other lands within the territorial boundaries of the City. The governmental and utility services shall include:

- a) Water Service
- b) Sewer Service
- c) Electric Service
- d) Street Service
- e) Fire/EMS
- f) Police Service
- g) Planning and Zoning

Section 4. Provision of Services and Improvements by Township

The Township shall not provide any services to the Property upon Annexation.

Section 5. Payments

It is distinctly and particularly understood and agreed between the City and the Township that no financial compensation shall be paid by either party to the other. It is furthermore agreed that this agreement is permanent.

Section 6. Miscellaneous

- a) **Intent of Parties.** This Agreement shall be binding upon the Parties hereto and their respective successors and/or assigns, and by execution hereof, all Parties represent that they are duly authorized to sign it.
- b) **Cancellation or Termination.** This Agreement may be cancelled or otherwise terminated by mutual written agreement of the Parties hereto or

pursuant to the terms of this Agreement as to conflict in law, impracticality and/or acts of God.

- c) **Remedies.** Except as otherwise limited by Chapter 2744 of the Ohio Revised Code, the Parties hereto shall be afforded and do possess the right to seek every remedy available at law or in equity provided for under the laws of the State of Ohio as pertains to the terms and conditions, duties, obligations, privileges and rights of this Agreement and the enforcement thereof.
- d) **Enforcement.** Unless this Agreement is cancelled or otherwise terminated, this Agreement will be enforceable against any Party hereto per the laws, ordinances, resolutions, regulations or policies in effect at the time of the execution of this Agreement.
- e) **Relative Rights.** The rights and obligations of the parties hereunder shall be subject to the terms and conditions hereof, and will inure to the benefit of, and be binding on, the respective successors and assigns.
- f) **Entire Agreement Merger Clause; Statement of Incorporation.** It is agreed that the Agreement merges all of the oral negotiations, representations, discussions and understandings between the Parties, their legal counsel, agents or representatives. This Agreement contains the entire Agreement of the Parties with respect to its subject matter. All documents related to this Agreement and/or attached hereto as exhibits or addendums shall be incorporated into this Agreement by reference as if fully set out at length herein.
- g) **Severability.** If any clause, sentence, paragraph or part of this Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement and the remainder of said Agreement shall continue in full force or effect.
- h) **Cooperation.** The City and Township shall cooperate with Property Owner to obtain any required and/or necessary permit from any government or governmental agency not a party to this Agreement.
- i) **Modifications or Amendment of Agreement.** No modifications, amendments, alterations or additions shall be made to this Agreement except in a writing signed by all Parties hereto.
- j) **Recitals.** The Parties acknowledge and agree that the facts and circumstances as described in the Recitals hereto are an integral part of this Agreement and as such are incorporated herein by reference.

- k) **Executed Counterparts.** This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.
- l) **Captions.** The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.
- m) **Survival of Representations and Warranties.** All representations and warranties of the City and the Township in this Agreement shall survive the execution and delivery of this Agreement.
- n) **Effective Date.** This Agreement shall be effective when signed by all the Parties hereto.
- o) **Time.** Time shall be of the essence in doing and performing all things to be done under the terms of this Agreement.

IN WITNESS WHEREOF, the parties have signed this agreement in _____, Ohio, on the day and year first mentioned above.

CITY OF NAPOLEON

By: _____
City Manager

Approved as to form:

Billy D. Harmon, Law Director

I hereby certify this to be an original and true copy.

Roxanne Dietrich, Clerk of Council, City of Napoleon

****Signatures continued on next page****

NAPOLEON TOWNSHIP

By:

By:

By:

Approved as to form:

Gwen Howe-Gebbers, Prosecutor for
Henry County, Ohio

I hereby certify this to be an original and true copy.

_____, Clerk, Napoleon Township

STATE OF OHIO
COUNTY OF HENRY

Sally Heaston, being first duly sworn, states that she is the General Manager of The Bryan Publishing Company, owner of The Northwest Signal, a daily newspaper, published and of general circulation in the county of Henry aforesaid, and that the annexed notice was published in one issue in said paper, on the 19th day of November, 2020.



Sally Heaston

Subscribed and sworn to before me this
19th day of November, 2020



Beverly Griteman
Notary Public,
State of Ohio
My Commission
Expires February 13, 2021

Printer's Fee: \$212.50
Notary Fee: \$3.00

Summary of Ordinance No.053-20 and Resolution No.(s)
052-20, 070-20, 071-20

(PURSUANT TO ARTICLE II, SECTION 2.15 OF THE CITY CHARTER, CHAPTER 121 OF THE CODE OF ORDINANCES AND COUNCIL RULE 6.2.4.1, AS WELL AS APPLICABLE PROVISIONS OF ORC CHAPTER 731)

NOTICE

A copy of the complete text of the above named Ordinance(s) and Resolution(s) are on file in the office of the City Finance Director and may be viewed or obtained during business hours of 7:30 AM to 4:00 PM, Monday through Friday, at the office of the Finance Director, the location being 255 West Riverview Avenue, Napoleon, Ohio. A copy of all or part of the above named Ordinances and Resolutions, or any item mentioned in this notice, may be obtained from the City Finance Director upon the payment of a reasonable fee therefore.

Ordinance No. 053-20

AN ORDINANCE TO AMEND CHAPTER 194, SPECIFICALLY SECTION 194.081 "CREDIT FOR TAX PAID - CITY OF NAPOLEON," OF THE CODIFIED ORDINANCES OF THE CITY OF NAPOLEON REGARDING MUNICIPAL INCOME TAX, AMENDING ORDINANCE NO. 053-15, AND DECLARING AN EMERGENCY

In this legislation, the City of Napoleon amended Section 194.081 of the City Codified Ordinances regarding Municipal Income tax, also amending Ordinance No. 053-15.

Resolution No. 052-20

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ANNEXATION AGREEMENT WITH WILLIAM R. MEYERS FOR THE ANNEXATION OF 3.038 ACRES OF LAND MORE OR LESS

In this legislation, the City of Napoleon authorized the City Manager to enter into an annexation agreement with William R. Meyers.

Resolution No. 070-20

A RESOLUTION URGING GOVERNOR DEWINE AND THE OHIO LEGISLATURE TO EXTEND THE DEADLINE FOR OPERATING PUBLIC MEETINGS ELECTRONICALLY; AND DECLARING AN EMERGENCY

In this legislation, the City of Napoleon urged Governor DeWine to extend the deadline for operating public meetings electronically.

Resolution No. 071-20

A RESOLUTION STRONGLY OPPOSING OHIO SENATE BILL 352 AND THE STATE OF OHIO HOUSE BILL 754, REGARDING MUNICIPALITY INCOME TAX WITHHOLDING PRACTICES DURING THE STATE OF EMERGENCY RELATED TO THE COVID-19 PANDEMIC; AND DECLARING AN EMERGENCY

In this legislation, the City of Napoleon strongly opposed Ohio Senate Bill 352 and House Bill 754, regarding City municipal income tax withholding during the State of Emergency.

The above summaries are approved as to form and correctness by Billy D. Harmon, City Law Director