

JOINT SPECIAL MEETING MARCH 8TH 2001 BETWEEN THE BOARD OF TRUSTEES OF PERRYSBURG TOWNSHIP AND PERRYSBURG CITY COUNCIL

SUBJECT: RATIFICATION OF EIGHT-POINT AGREEMENT

AFTER NUMEROUS INTRODUCTIONS AND A CHANCE FOR EVERYONE TO SPEAK FROM BOTH SIDES, NATHAN HAGEMEISTER MADE MOTION (SECONDED BY BRITTEN) TO ENTER INTO THE 99YEAR AGREEMENT WITH THE CITY OF PERRYSBURG AND PASS THE TOWNSHIP RESOLUTION ALLOWING AGREEMENT TO PASS. HAGEMEISTER-YES, BRITTEN-YES, MILLER-YES. MOTION PASSED. THE CITY VOTED 5-2 IN FAVOR OF THE AGREEMENT WITH COUNCILMEN GARY SAMPLES AND TOM MACKIN VOTING NO. ALSO, A LETTER FROM THE NORTHWESTERN WATER AND SEWER DISTRICT WAS SENT TO THE TOWNSHIP AND THE CITY SUPPORTING THE AGREEMENT AS LONG AS SERVICE AREAS ON EXHIBITS A,B,C, MAPS ARE AS SHOWN. THE AGREEMENT, THE TOWNSHIP RESOLUTION, AND THE LETTER FROM THE NORTHWESTERN WATER AND SEWER DISTRICT ARE ATTACHED.

BRITTEN MADE MOTION (SECONDED BY HAGEMEISTER) TO ADJOURN. ALL YES.

**PERRYSBURG TOWNSHIP, WOOD COUNTY, OHIO
RESOLUTION 2001-
RESOLUTION TO ENTER INTO A 99 YEAR AGREEMENT
WITH THE CITY OF PERRYSBURG**

WHEREAS, the Board of Trustees of Perrysburg Township and the City of Perrysburg have been engaged in negotiations for in excess of a year and believe that a binding agreement dealing with the issues of protection of revenue sources, provision of water and sanitary sewer services and annexation needs to be entered into by the parties, and

WHEREAS, the City and the Township believe that an enforceable agreement dealing with these issues is in the best interests of the health, safety and welfare of the residents of both communities, and

WHEREAS, such agreement will protect both entities' revenue sources, protect portions of the township from annexation pursuant to the extension of water and sanitary sewer services by the City, and help to control development and sprawl,

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TOWNSHIP TRUSTEES OF PERRYSBURG TOWNSHIP, WOOD COUNTY, OHIO, THAT the 9 point 7 page Agreement and four (4) maps comprising Exhibits A, B, C and D thereto finalized this 8th day of March, 2001, is hereby approved and the members of this Board and their solicitor, Philip L. Dombey, are hereby authorized to formally sign and enter into said Agreement, it being the Board's intention to be legally bound thereby along with the City of Perrysburg for a period of 99 years, beginning March 6, 2001.

BE IT FURTHER RESOLVED THAT, that Agreement has been made possible in part due to the cooperation and assistance of the Northwestern Water & Sewer District, which as a Board has reviewed the terms and conditions of this Agreement and the maps labeled Exhibits A through D, as submitted by their Executive Director, Jerry Greiner. The Township, City and Board have accepted the concept of a long-term settlement which will benefit the entire region and in that end, these three entities will on Friday, March 9, 2001, jointly attend a briefing about the Northern Wood County 208 Plan at 10:00 A.M., a special executive committee meeting at 1:00 P.M. to address proposals regarding the Northern Wood County 208 Plan and a special Board of Trustees meeting at 2:00 P.M. in order to jointly lobby the Toledo Metropolitan Area Council of Governments (TMACOG) to accept the Agreement and its Exhibits A through D as definitive with respect to the Northern Wood County 208 Plan within Perrysburg and Perrysburg Township as set forth in the Agreement and on the maps attached thereto and made a part thereof.

BE IT FURTHER RESOLVED THAT, it is hereby found and determined that all formal actions of Perrysburg Township Board of Township Trustees concerning and relating to the passage of this Resolution were adopted in an open meeting of this Perrysburg Township Board of Township Trustees and that all deliberations of this Perrysburg Township Board of

Trustees 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 Revised Code of Ohio.

The Resolution moved by Trustee NATHAN HAGEMEISTER and seconded by Trustee DKK BRITTEN.

On Roll call the following vote was cast:

Richard Britten

YES

Nathan Hagemeister

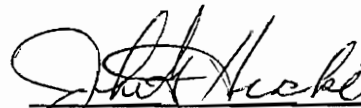
YES

William Miller

YES

Motion carried

I, the undersigned Clerk of Perrysburg Township, Wood County, Ohio, hereby certify that the above is a true and accurate copy of a Resolution adopted by the Board of Township Trustees of Perrysburg Township, Wood County, Ohio, on the 8TH day of March, 2001.



John Hrosko, Clerk
Perrysburg Township, Wood County, Ohio

AGREEMENT

THIS AGREEMENT made this 8 day of MARCH, 2001 by and between the City of Perrysburg, a municipal corporation, 201 West Indiana Avenue, Perrysburg, Ohio, (hereafter "City") and Perrysburg Township, 26609 Lime City Road, Perrysburg, Ohio (hereafter "Township").

WITNESSETH:

WHEREAS, the City and the Township believe that a binding agreement dealing with the issues of protection of revenue sources, provision of water and sanitary sewer services and annexation need to be entered by the parties, and

WHEREAS, the City and the Township believe that an enforceable agreement dealing with these issues is in the interest of both parties, and

WHEREAS, such agreement will protect both entities revenue sources, protect portions of the Township from annexation pursuant to the extension of water and sanitary sewer services, help to control development sprawl, and be in the best interests of the health, safety and welfare of both their residents;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Annexation. The City agrees that it will not enforce any annexation covenant nor enforce any future pre-annexation agreements/covenants or restrictive deed covenants executed as a condition of the extension of water or sanitary sewer services

beyond the city limits of Perrysburg within the territory graphically shown on "Exhibit A" in blue attached hereto and made a part hereof during the term of this contract unless there is a judicial determination that this agreement has been materially breached by Perrysburg Township, or unless this agreement becomes null and void in accordance with the terms of paragraph 7 below. The parties agree that the Wood County Court of Common Pleas shall have jurisdiction for all matters relating to the interpretation of this agreement, including whether this agreement has been materially breached. For purposes of this agreement, material breach is defined as the failure without legal excuse to perform any promise which forms a whole or a part of this agreement.

It is further agreed that in the event the Wood County Common Pleas Courts declines to accept jurisdiction, either party may request and submit the question of material breach by either the Township or the City to a single arbitrator selected through the auspices of the American Arbitration Association. It is understood that whichever party is found to have materially breached this agreement shall pay the costs of the arbitration and the reasonable attorney fees.

It is further understood by the parties that voluntary annexations within the area shown graphically in blue on "Exhibit A" will be permitted. The City agrees that it will review the annexation policy it adopted on March 2, 1999, and revise it to reflect and be subject to the terms of this agreement. It is understood that the City may continue to annex outside the

territory shown graphically in blue on Exhibit "A" without interference by the Township.

2. Lawsuits. The City agrees not to appeal the Judgment Entries rendered in the Wood County Common Pleas Court in the cases titled Perrysburg v Horvath, et al (98-CV-426) and Perrysburg v Cichocki, et al (99-CV-375).

3. Perrysburg's Provision of Water and Sanitary Sewer Services.

The Township recognizes and agrees that the City shall be the sole supplier of sanitary sewer treatment services within the Sanitary Sewer service area graphically shown in yellow on Exhibit "B" and the sole supplier of the water service within the area graphically shown in pink on "Exhibit C". To that end, the Township will not (a) fund or promote, either directly or indirectly, any system or facilities that would remove any water and/or sanitary customers from the City service areas or (b) support or fund any change of the FPA areas currently in place without the consent of the City. That portion of the SS 400 District, graphically shown as blue on Exhibit "B" will not be contested nor served by the City of Perrysburg.

4. Water and Sanitary Sewer Surcharges.

(a) **Sanitary Sewer Rates.** The sanitary sewer rate charged to customers outside the City shall be no more than one hundred twenty-five percent (125%) of the inside rate for the year 2001, and thereafter until the end of the term of the contract.

(b) Water Rates. The water rate charged to customers outside the City shall be no more than one hundred fifteen percent (115%) of the inside rate for the year 2001, and thereafter until the end of the term of the contract.

5. Revenue Sharing. On any land that is annexed to the City from the effective date of this Agreement, the City shall share all non-residential real estate tax revenues in the same manner and on the same basis as the contract between the City and Township dated March 7, 2000 dealing with the land in Levis Industrial Park. The Township shall support the City's commercial growth on State Route 25 and the City shall support the Township's commercial growth on U.S. Route 20. Both parties will work together to create an interchange at Five Points Road and Interstate Route 75, with the West half in the City and the East half in the Township. Further, the parties will explore the creation of a revenue sharing JEDD for this area.

6. Fire Protection. The parties agree that the Township shall lease on a triple net basis for the term of this Agreement to the City, upon the City's request, the fire station located on Fort Meigs Road and such equipment as is agreed upon by the parties at a cost of One Dollar (\$1.00) per year. In the event the City desires to lease said fire station and equipment, it shall give the Township notice, in writing, six (6) months prior to the effective date of the lease. Provided, however, such lease shall not be

terminated so long as there has not been a judicial determination that this Agreement has been materially breached by the City. The City, by the terms of this lease, agrees to maintain the building and equipment, replacing equipment with its own as it believes needed, and to provide the fire and EMT protection to all Township areas graphically shown on Exhibit "D". The City shall direct the fire fighting efforts from this station in such manner as it determines. The station and training facilities will remain in the Township with full usage available to both departments as in the past on a cooperative basis. Dispatching and other details shall be worked out by the respective Fire Chiefs.

7. Additional Contingencies. This Agreement shall be immediately null and void in the event of the occurrence of any one of the following:

(a) The failure of the Northwestern Ohio Regional Water and Sewer District, by April 14, 2002, to permanently reverse the flow of the pump station located at U.S. Route 20 and Holiday Lane and therefore become tributary to the City's wastewater treatment system.

(b) The removal of the Ford Road pump station sanitary sewer flows from the City's wastewater treatment system to any other wastewater treatment system.

(c) The removal of any current or potential City water and sanitary sewer customers in the areas described graphically in Exhibits "B" and "C" through action by either the Township or the Northwestern Regional Water and Sewer District without the consent of the City. Provided, however, in the event of a breach of this subsection (c) the Township will be given thirty (30) days written notice to cure said breach. In the event that no cure is made within the thirty (30) day time period, then the agreement will be immediately null and void.

8. Consent to Injunction. Should either party attempt, during the term of this Agreement, to breach any of the material terms of this Agreement, they hereby give their consent to an injunction being entered against them by a court of proper jurisdiction and, if found to have breached the Agreement, consent to liquidated damages of One Thousand Dollars (\$1,000.00) per day until the breach is cured.

9. Term. The term of this Agreement shall be ninety-nine (99) years beginning March 6, 2001. Each of the terms in this Agreement are contingent on each other and the failure of any one term shall make the entire Agreement null and void.

CITY OF PERRYSBURG

By: *John G. Volkovich* Mayor

By: *David R. Lynn* Director of Finance

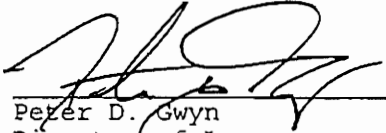
PERRYSBURG TOWNSHIP

By: *Bill Miller* Trustee


By: *Nathan Hagemister* Trustee

By: *Richard Burt* Trustee

APPROVED AS TO FORM:




Peter D. Gwyn
Director of Law



Philip L. Dombey
Township Solicitor

Agm-pbtw.9
3/7/01

EXHIBIT A

 AREAS WITH 99 YEAR PROTECTION
AREAS EAST OF EAST BOUNDARY
AND INTERSTATE 75

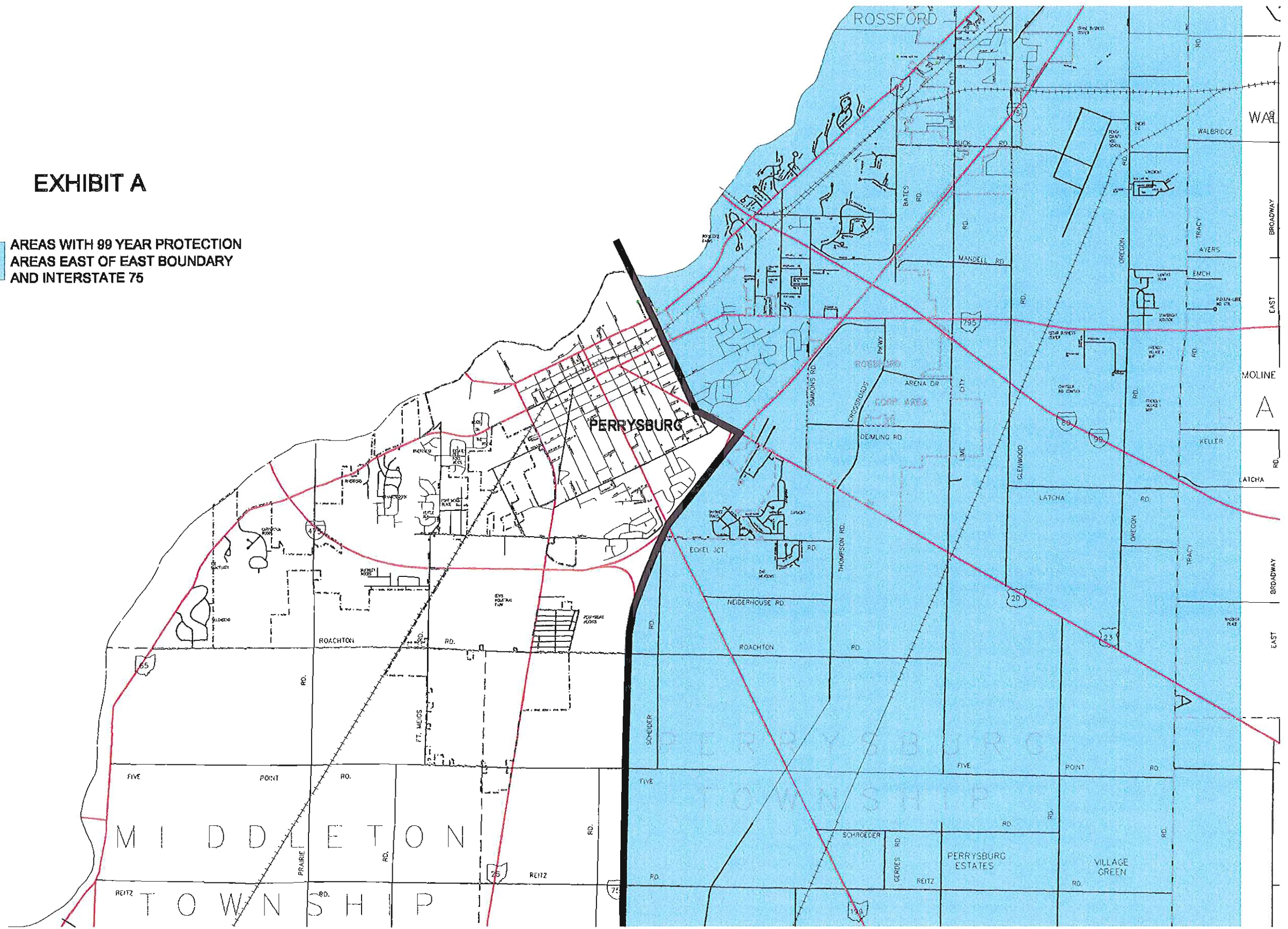
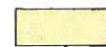




EXHIBIT B

-  CITY OF PERRYSBURG SEWER TREATMENT SERVICE AREA
-  DISTRICT'S LUCAS CO. SEWER SERVICE AREA
-  SANITARY SEWER 400 AREA NOT TO BE CONTESTED OR SERVED BY PERRYSBURG

