

RECORD OF RESOLUTIONS

Dayton Legal Blank Co., Form No. 30045

2001-17

December 18

2001

Resolution No.

Passed 19

A RESOLUTION AUTHORIZING THE MUNICIPAL MANAGER TO EXECUTE A LETTER OF UNDERSTANDING BETWEEN LIBERTY TOWNSHIP AND THE CITY OF POWELL IN RESPECT TO THE PROPOSED ANNEXATION OF THE GOLF VILLAGE DEVELOPMENT.

WHEREAS, the City of Powell and Liberty Township have reached a consensus regarding the terms and conditions of a letter of understanding relating to the proposed Golf Village annexation, and

WHEREAS, the City believes that this agreement has the potential of being the start of a new constructive relationship between the City and the Township.

NOW THEREFORE BE IT RESOLVED BY THE MUNICIPALITY OF POWELL, DELAWARE COUNTY, OHIO AS FOLLOWS:

Section 1: Council authorizes the Municipal Manager to execute a letter of understanding (Exhibit A) with Liberty Township in respect to the proposed annexation of Golf Village.


Section 2: That it is hereby found and determined that all formal actions of this Council concerning and relating to passage of this Resolution were adopted in an open meeting of the Council and that all deliberations of this Council and any of the decision making bodies of the Municipality of Powell which resulted in such formal actions were in meetings so open to the public in compliance with all legal requirements of the Municipality of Powell, Delaware County, Ohio.

Section 3: That this Resolution shall take effect at the earliest possible date permitted by law.

VOTE ON RESOLUTION 2001-17: Y 4 N 3 (Chambers, Guzzo, Kaitza)



MARK F. KLEIN 1/1/2002
MAYOR DATE

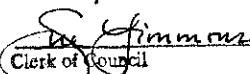


SUE TIMMONS 1/1/2002
INTERIM CLERK OF COUNCIL DATE

This ordinance or resolution has been printed in three (3) public places as defined in ordinance

94-11 dated 5/3/94

on this date 1/3/02


Clerk of Council

LIBERTY TOWNSHIP

TRUSTEES

Robert E. Cape, DVM
Kim Cellar
John C. Werner

Board of Trustees

7761 N. Liberty Road
Powell, Ohio 43065

CLERK

Marcia Rust

December 10, 2001

Steve Lutz
City Manager
City of Powell
47 Hall Street
Powell, Ohio 43065

Subject: Liberty Township/City of Powell -- Letter of Understanding

Dear Steve:

After much thought and review, this is to inform you and City Council that the Liberty Township Board of Trustees is, subject to certain conditions stated below, willing to enter into negotiations in an effort to reach a mutually satisfactory agreement which incorporates the principles of the negotiation framework outlined in your letter dated November 27, 2001, with this framework being as follows:

1. The City will adopt, maintain and enforce the existing Township zoning and development standards for Golf Village after the property is annexed to the City of Powell. This will include maintaining the purposes, plan and integrity of and for Sawmill Parkway and adjoining roadways.

Caveat #1. The approximately 20 acre industrial zoning located at the northeast corner of Golf Village at the junction of Home Road and the railroad tracks may be rezoned (by either the City after annexation or the Township prior to annexation) at the request of the developer to Planned Commercial with the same Township development standards as the Planned Commercial located east of Sawmill Parkway.

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City Manager
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Caveat #2. A portion of the 30 acre Planned Commercial-Office zoning located at the northeast corner of Seldom Seen Road and Sawmill Parkway may be rezoned (by either the City after annexation or the Township prior to annexation) at the request of the developer to Planned Commercial Neighborhood Service Retail for up to 15 acres of the property fronting on Seldom Seen Road with the same Township development standards as the Planned Commercial located west of Sawmill Parkway on Home Road.

Caveat #3. Prior to rezoning either tract referred to in Caveat #1 or Caveat #2, the rezoning application is to be timely forwarded to the Board of Trustees (if rezoned in the City) or to City Council (if rezoned in Powell) for review and recommendation prior to any rezoning hearing. The reviewing body will then forward its recommendation on the proposed rezoning to the other body for consideration at the meeting at which the rezoning will be held. The recommendation will be given due consideration at the meeting and will, to the extent practicable, be implemented if the recommendation comports with the above-stated development standards for the tract(s).

2. The bond sale must occur if Golf Village is annexed to the City. In the event that bonds cannot be issued by the City, or the City is prohibited from doing so, the annexation shall be unwound by detaching the annexed property from the City and attaching it to Liberty Township with the consent of City Council (which consent shall be given in an ordinance passed for that purpose), all through the provisions of Ohio Revised Code §709.38. In the event of a detachment, there shall be no apportionment of indebtedness, no adjustment of assets and no payments made by the Township with respect to the detachment. To this end, any detachment will be without cost or loss to the Township. If a mutually satisfactory agreement is reached and approved by our respective entities, the Township will not oppose, directly or indirectly, the annexation of Golf Village to the City or any attendant obligations undertaken by the City relating to this annexation, except as may be necessary for any detachment proceeding.

3. The City will not conform its boundaries for a period of 50 years.

4. All future annexations south of Home Road will be conducted pursuant to and comply with the provisions of Expedited Procedure #2 as contained in Senate Bill 5. In the event such petition complies with the requirements of Expedited Procedure #2, the Township will not oppose that annexation, and the City will not exercise its right to conform its boundaries, both provisions as set forth as requirements of annexations in Senate Bill 5. The provisions for annexation under Expedited Procedure #2 shall apply regardless of whether Senate Bill 5 becomes law in the State of Ohio.

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5. If an agreement is reached, the Township will not oppose the proposed annexation of Golf Village to the City. If a mutually satisfactory agreement is reached and approved by both parties, the Township will notify the Delaware County Commissioners in writing of the existence of such agreement and its non-opposition to the annexation.

6. No annexations north of Home Road shall occur or be accepted by the City for a period of 15 years. This 15 year moratorium period may be lessened if the legislative bodies of both the City and Township mutually initiate, develop, process and adopt an enforceable and binding Comprehensive Master Land Use Plan satisfactory in scope and content to both parties. However, neither the City nor Township shall have any obligation to initiate, diligently pursue, cooperate in or adopt such joint plan during this 15-year period.

Caveat #1. Property north of Home Road may be annexed to and accepted by the City, provided the Township consents to such annexation. The Township shall, however, be under no obligation whatsoever with respect to consenting to any annexation.

7. In no case shall any Township owned property be annexed without the consent of the Board. (This excludes road rights-of-way.)

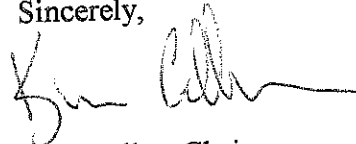
Although we understand your reluctance concerning our position as it relates to the withdrawal of the pending annexation petition for Golf Village, we must still insist that as a condition precedent to entering into these negotiations, this petition be withdrawn and not refiled during our negotiations. While we have not yet received a firm commitment for withdrawal, it is our understanding that the petitioner is favorably considering the withdrawal of this petition upon our approval of this letter of understanding.

If this letter of understanding and the principles and conditions contained therein meet with Council's approval, it would be our intention to negotiate the incorporation of these principles into a mutually satisfactory and binding agreement which would be submitted to both parties for their review and action. Also, there will undoubtedly be additional issues and provisions which will need to be addressed and agreed upon as part of our negotiations, as well as the format and mechanics of any agreement. If an agreement is ultimately reached and approved by both parties, the Township would not oppose the subsequent refile of an annexation petition for Golf Village. Lastly, we propose that the negotiations commence as soon as practicable and that if an agreement has not been finalized, the negotiation period terminate on December 21, 2001, unless we mutually agree to extend this time period.

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Like you, the Board believes that we have an opportunity of beginning a new constructive relationship with the City. We hope that over the next several weeks both parties will make every attempt to reach a mutually satisfactory agreement which will benefit the residents of our jurisdictions.


Sincerely,

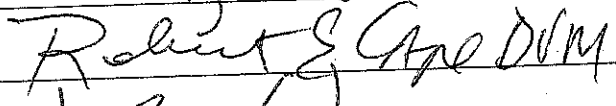


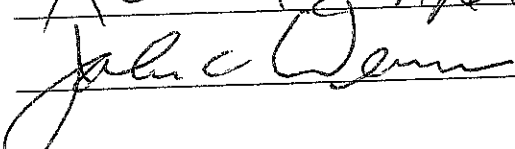
Kim Cellar, Chairman
Liberty Township Board of Trustees

Approved and Authorized:

LIBERTY TOWNSHIP TRUSTEES:





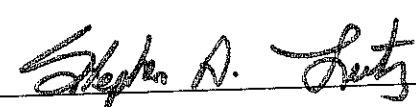


Date: 12-10-01

Date: 12-10-01

Date: 12-10-01

THE CITY OF POWELL

By: 

Its: City Manager

Date: 12-19-01