

*Ordinance # 282*

**REVENUE SHARING AGREEMENT**

This agreement made and entered into by and between the Village of Ottoville, Ohio, by and through its Mayor and Clerk-Treasurer, hereinafter referred to as the "Village," and Monterey Township, Putnam County, Ohio, by and through its duly elected trustees, hereinafter referred to as the "Township."

WHEREAS, the Village and the Township believe it is imperative and in the best interests of both concerned parties that there be cooperation in developing the area in a manner that is a benefit to all residents of the Village and the Township in a positive way; and

WHEREAS, the Village and the Township desire to collectively approach economic development of the general area in concert, but within the scope of existing laws; and

WHEREAS, certain land contiguous to the Village is being proposed to be annexed from the Township to the Village; and

WHEREAS, pursuant to the authority of Revised Code 709.191, the Village and the Township desire to enter an agreement whereby the Village agrees to make an annual payment to the Township to compensate the Township for the lost tax revenues and to incorporate certain of their agreements and understandings with respect to the future development of this property so that future Village officials and future Boards of Trustees of the Township will be able to rely on a consistent and an appropriate pattern of economic development and treatment of financial issues with respect thereto.

NOW THEREFORE, the parties agree as follows:

Section 1. Consideration

The Village and Township agree and understand that certain parcels of property currently located in the Township will be annexed to the Village in the future. Accordingly, the Village and Township agree that when this property is annexed to the Village, the Village will pay and/or reimburse the Township for "Lost Tax Revenues." The Lost Tax Revenues are the amount of money that the Township would have received had the area not been annexed, based on the valuation and millage at the time of annexation.

Section 2. Area

The Village shall reimburse the Township for "lost tax revenues" resulting from the annexation of all parcels of land from the Township.

Section 3. Amount of Payment

The amount of the annual payment shall be based on the assessed value of the property at the time of annexation, multiplied by the difference between the rates of taxation (millage) that the Township receives for property located in the Township, less the tax rate that the Township receives for property located within the Village. The rates of taxation for this computation shall be based on the rates at the time of annexation. If the taxes are abated pursuant to law, the Township's share shall be reduced accordingly.

Section 4. Procedure for Payment

The Village shall compute the annual payment as described herein and mail the same to the Clerk of the Township not later than February 10 of each year.

Section 5. Number of Payments

The parties agree that the annual payments required in this agreement shall be continued for a period of 5 years.

Section 6. Default

The parties agree that in the event of nonpayment by the Village, the Township may make application to the Putnam County Budget Commission for payment directly out of funds due the Village from local government fund sources.

Section 7. Annexation/Future Annexation

The Township will not object to the annexation request made by the owners of the real property located in the area provided this Agreement is entered. The Township and Village further agree that this Agreement shall be contingent upon approval of the proposed annexation of these parcels to the Village. The Township and the Village further agree that this Agreement shall be the basis of all further revenue sharing agreements between the Village and the Township for any future annexations.

Section 8.

This Agreement shall be binding upon the Village and the Township and shall only terminate or be amended by mutual written agreement with the Village and the Township. A copy of this Agreement shall be filed with the Putnam County Auditor.

Witnesseth:

**VILLAGE OF OTTOVILLE**

Donald C. Schleybaum  
Sue Klime

By: Judy M. Wennemacher 9-2-97  
Mayor  
By: Virginia M. Kenner 9-2-97  
Clerk-Treasurer

**MONTEREY TOWNSHIP TRUSTEES**

Robert Hamburg  
Ronald N. Kemke  
Ricky Byrne

By: Michael J. Pollman 7-24-97  
Trustee  
By: James A. Turnwald 7-24-97  
Trustee  
By: Orval R. Eckhoff 7-24-97  
Trustee