



Process Outline for Expedited Type II Annexations April 2023

This document outlines the steps involved in annexing territory to the Village of Plain City using the **Type II Expedited Process** outlined in the Ohio Revised Code (ORC) Chapter 709.023. While this is the most commonly used process for annexation, other alternatives are outlined in the ORC. Applicants must contact the appropriate county for information regarding additional process requirements and alternative annexation types.

1. **The applicant should not file an annexation petition** with the Board of County Commissioners until they have had an initial consultation with the Plain City Development Services Department. The applicant should bring a map of the property subject to annexation as well as any development plans.
2. If the property is not contiguous to current Village boundaries, annexation may not proceed. Instead, a Pre-Annexation Agreement may be pursued until formal annexation can occur in the future.
3. After initial consultation with the Village, the applicant may file a Voluntary Annexation Application. Please refer to the application for more information and documentation requirements.
4. Upon the Village's receipt of the Voluntary Annexation Application, supporting documents, and fee, the applicant may begin working with the Village to draft a Pre-Annexation Agreement. The Pre-Annexation Agreement will outline the terms and conditions under which the property will be annexed by the Village, including the provision of municipal services, zoning, land use, and the protection of natural elements. Once the Pre-Annexation Agreement is drafted, it will be provided to Village Council for approval.
5. Upon approval of the Pre-Annexation Agreement, the applicant may begin the annexation petition process with the Board of County Commissioners. **The procedural requirements contained in ORC 709.023 are specific and must be followed exactly for the annexation to occur.** *We have provided a brief outline of these requirements; however, we urge applicants to consult legal counsel as well as the Board of County Commissioners prior to preparing and filing the petition.*
6. The applicant will need to have an "Agent", which is an attorney, file the Annexation Petition with the Board of County Commissioners. The clerk shall enter the petition into the board's journal at its next session.

Within (5) days of filing the petition with the Board of County Commissioners, the agent must give notice to:

- a. The Village of Plain City
- b. the fiscal officer of each township affected
- c. the clerk of the Board of County Commissioners of any other county affected

- d. the owners of property adjacent to the territory proposed for annexation

The notice must include:

- a. the time and date when the petition was filed
 - b. the county in which it was filed
 - c. a copy of the petition and any attachments or documents accompanying the petition
7. Within twenty (20) days of the filing of the petition, the Village of Plain City shall provide to the Board of County Commissioners an adopted resolution or ordinance that states which services (Statement of Services) will be extended to the territory being annexed and the date such services will be available. *Due to potential timing issues, it is strongly recommended that applicants not file with the County until after the Statement of Services is complete and approved by Village Council.*
 8. The Plain City Village Council must also adopt an ordinance or resolution stating that if the territory is annexed and becomes subject to zoning laws, and there are permitted uses in the annexed territory that the Village determines are clearly incompatible with the uses permitted under current township zoning regulations in the adjacent land remaining in the township, the Village will require the owner of the annexed territory to provide a "buffer." This is typically included within the Statement of Services. The Village Clerk of Council shall file all adopted ordinances and resolutions with the Board of County Commissioners within twenty (20) days of the petition being filed. Passage of the Service Statement does not obligate the Village to later accept the annexation.
 9. Within twenty-five (25) days after the petition is filed, the Plain City Village Council and each township affected may adopt and file with the Board of County Commissioners an ordinance or resolution consenting to or objecting to the proposed annexation. However, the objections can only be based on specific statutory grounds. Failure of the Village or the townships to file an ordinance or resolution consenting or objecting to the proposed annexation shall be deemed to constitute consent by the Village and/or township and the Board of County Commissioners will formally approve the annexation at its next regular meeting.
 10. Once the Board of County Commissioners approves the annexation, the Plain City Village Council will pass an ordinance or resolution accepting the annexation per the stipulations outlined within the Pre-Annexation Agreement. If Village Council approves the annexation, once 30 days have passed, the annexation is recorded by the Village and notification is made to the appropriate authorities.
 11. All territory annexed into the village will be placed into a Planned Unit Development (PUD) classification. If you do not wish to have the property zoned as a PUD, you may prepare a Rezoning Application to a district determined by the Village to be compatible with surrounding uses. The Rezoning Application must be filed within 30 days of the effective date of the Village's acceptance of the annexation.

FURTHER GUIDANCE

PETITIONS

The following typically constitutes a valid petition; however, please refer to the requirements of ORC Section 709.023 and the Board of County Commissioners.

- Accurate legal description of the perimeter of the territory proposed to be annexed.
- Accurate map or plat of the territory.
- Name of person or persons to act as the agent for the petitioners. The agent may be an official, employee, or agent of the municipality to which the annexation is proposed.
- A list of tracts, lots, or parcels in the territory proposed to be annexed, and all tracts, lots, or parcels located adjacent to the territory to be annexed or directly across the road when the road is adjacent to the territory to be annexed.
- The list is to include for each tract, lot, or parcel:
 1. Name of owner
 2. Mailing address of owner
 3. Permanent parcel number from the county auditor's permanent parcel numbering system (ORC 319.28)

PETITION SIGNATURES

To be a valid signature, it must be the signature of the owner of the property as of the date the petition is filed. A majority of the owners of real estate contiguous to a municipality may petition for annexation. The petition must be filed with the clerk of the board of county commissioners of the county in which the territory is located. **If the territory is situated in more than one county, the annexation proceedings are to be in the county where the majority of acreage of the territory is located.**

- The person who signs or circulator of the petition must write the date the signature was made next to the owner's name and address.
- Any signature obtained more than 180 days before the petition is filed is not counted in determining whether the petition contains a majority of the property owners.
- Any owner who signed the petition may have the signature removed before the document is filed by delivering a signed statement to the agent for the petitioners asking to have it removed. If the agent receives such a statement, the agent must strike through the signature, deleting it from the petition.

PETITION NOTIFICATION REQUIREMENTS

Within five days after the filing of the petition, the agent for the petitioners shall notify in the manner and form specified in this division:

- the clerk of the legislative authority of the municipal corporation to which annexation is proposed
- the fiscal officer of each township any portion of which is included within the territory proposed for annexation
- the clerk of the board of county commissioners of each county in which the territory proposed for annexation is located other than the county in which the petition is filed
- the owners of property adjacent to the territory proposed for annexation or adjacent to a road that is adjacent to that territory and located directly across that road from that territory.

The notice shall refer to the time and date when the petition was filed and the county in which it was filed and shall have attached or shall be accompanied by a copy of the petition and any attachments or documents accompanying the petition as filed.

Notice to a property owner is sufficient if sent by regular United States mail to the tax mailing address listed on the county auditor's records. Notice to the appropriate government officer shall be given by certified mail, return receipt requested, or by causing the notice to be personally served on the officer, with proof of service by affidavit of the person who delivered the notice. Proof of service of the notice on each appropriate government officer shall be filed with the board of county commissioners with which the petition was filed.

SAMPLE DOCUMENTS FOLLOWING THIS PAGE

**EXPEDITED TYPE II PETITION FOR ANNEXATION (PURSUANT TO R.C. SECTION 709.023) TO
THE VILLAGE OF PLAIN CITY OF ± TOTAL ACREAGE ACRES IN THE TOWNSHIP OF
TOWNSHIP IN WHICH PROPERTY IS LOCATED**

TO THE BOARD OF COUNTY COMMISSIONERS
OF COUNTY NAME COUNTY, OHIO:

The undersigned, being ALL OF THE OWNERS OF REAL ESTATE in the territory hereinafter described in Exhibit "A", consisting of ± TOTAL ACRES acres, more or less, located in the Township of TOWNSHIP NAME, COUNTY NAME County, Ohio, which area is contiguous along DISTANCE OF CONTIGUOUS BOUNDARY feet or PERCENTAGE OF CONTIGUOUS BOUNDARY% and adjacent to the Village of Plain City, do hereby respectfully petition the Board of COUNTY NAME County Commissioners that said territory be annexed to the Village of Plain City according to the statutes of the State of Ohio, and specifically the expedited procedure specified in Ohio Revised Code Section 709.023.

The number of owners within the area is NUMBER OF PROPERTY OWNERS (#).

1. Attached to this petition and made part hereof is a full legal description of the area to be annexed, marked as Exhibit "A".
2. Attached to this petition and made part hereof is an accurate map of the area to be annexed, marked as Exhibit "B".
3. Attached to this petition and made part hereof is a list of parcels in the area to be annexed and adjacent territory that includes the name of the owner, mailing address of owner, and permanent parcel number, marked as Exhibit "C".
4. Attached to this petition and made part hereof is a copy of the Pre-Annexation Agreement with the Village of Plain City, marked as Exhibit "D". *[If applicable]*

The undersigned petitioners do hereby designate NAME OF AGENT, attorney, as their agents ("Agents") as required by Revised Code Section 709.02(C)(3), with full power and authority hereby granted to each said Agent individually to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this petition. Agent's contact information is as follows:

NAME
COMPANY
ADDRESS
PHONE
FAX
EMAIL

[Petition signatures on following counterpart page]

PETITION FOR EXPEDITED TYPE II ANNEXATION REQUEST
BOARD OF COUNTY NAME COUNTY COMMISSIONERS

WHOMEVER SIGNS THIS PETITION EXPRESSLY WAIVES THEIR RIGHT TO APPEAL IN LAW OR EQUITY FROM THE BOARD OF COUNTY COMMISSIONERS' ENTRY OF ANY RESOLUTION PERTAINING TO THIS SPECIAL ANNEXATION PROCEDURE, ALTHOUGH A WRIT OF MANDAMUS MAY BE SOUGHT TO COMPEL THE BOARD TO PERFORM ITS DUTIES REQUIRED BY LAW FOR SAID SPECIAL ANNEXATION PROCEDURE.

PETITIONER:

NAME

ADDRESS

CITY/STATE/ZIP

PHONE

EMAIL

Printed Name

Signature

Date

Address

Printed Name

Signature

Date

Address

Printed Name

Signature

Date

Address

Printed Name

Signature

Date

Address

[Attach additional sheets if necessary]

PROPERTY OWNERS/PROPERTY INCLUDED WITHIN ANNEXATION

Name
Address
Parcel #

Name
Address
Parcel #

Name
Address
Parcel #

ADJACENT PROPERTY OWNERS

Name
Address
Parcel #

Name
Address
Parcel #

Name
Address
Parcel #

NOTICE OF FILING EXPEDITED TYPE II ANNEXATION PETITION

TO: ENTITY RECEIVING THE NOTICE

In accordance with the provisions of Section 709.023 of the Ohio Revised Code, you are hereby notified that, on DATE PETITION WAS FILED, 20XX, the undersigned, Agent for the Petitioners, filed an Annexation Petition in the Office of the Board of County Commissioners of COUNTY NAME County, Ohio.

Said Petition prays for annexation to the Village of Plain City, Ohio, of ACREAGE acres currently located in TOWNSHIP NAME Township.

A copy of said Petition, with description and plat, is hereby attached hereto and made a part hereof.

Dated: _____

AGENT [SIGNATURE]

RECEIPT OF THE AFOREMENTIONED DOCUMENT(S) IS HEREBY ACKNOWLEDGED ON DATE NOTICE PROVIDED, 20XX.

CLERK [SIGNATURE]

PRE-ANNEXATION AGREEMENT

This Pre-Annexation Agreement ("Agreement") is entered into as of _____, 202__ by and between _____, an Ohio Limited Liability Company ("Company"), whose mailing address is _____ and the Village of Plain City ("Plain City"), an Ohio municipal corporation, whose mailing address is 800 Village Boulevard, P.O. Box 167, Plain City, Ohio 43064 (referred to collectively as "Parties").

RECITALS

1. WHEREAS, the Company is in contract to purchase certain real property located in _____ Township, _____ County, Ohio with addresses of _____, Plain City, Ohio 43064 (the "Property"), being more fully described in the _____ County Auditor's information attached as Exhibit "A" and incorporated herein; and
2. WHEREAS, the Property is located beyond the present corporate boundaries of the Village of Plain City; and
3. WHEREAS, the Company desires to annex the Property to Plain City in order to obtain municipal services to support the Property and its future development; and
4. WHEREAS, Plain City desires to annex the Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound, the Parties hereby agree as follows:

1. Annexation:

- a) Company will, at its own expense, prepare the necessary annexation petition with accompanying map or plat. The petition shall appoint one or more attorneys with the law firm of _____, whose mailing address is _____, as agent for the current owners of the Property ("Agent"). The annexation petition shall be filed by Agent as an "_____" annexation as provided in Section 709.023 of the Ohio Revised Code. Agent shall file the signed and completed petition with the board of county commissioners and shall provide notice and service to all required parties under the Ohio Revised Code. Company agrees to pay any filing fee(s) charged by the board of county commissioners for the filing and processing of the petition. Company agrees that it will take all reasonable actions which are necessary to cause the current owners of the property not to withdraw their names from, or request withdrawal of, the petition during the annexation process and/or any subsequent administrative or legal action involving the annexation.
- b) The Parties agree to cooperate and provide information necessary for the county commissioners to review the annexation as required by Section 709.023 of the Ohio Revised Code.
- c) Should the annexation be approved, the Parties agree to process the annexation as

provided by law subject to the terms of this Agreement.

- d) Company, at its own expense, agrees to file or arrange to be filed an annexation petition, map, and plat that complies with Section 709.023 of the Ohio Revised Code within thirty (30) days after the execution of this Agreement.

2. Municipal Services:

- a) Plain City agrees to enact, within twenty (20) days after the date of the filing of the annexation petition with the board of county commissioners, the appropriate service and zoning buffer resolutions as required by Chapter 709 of the Ohio Revised Code. The resolutions, once adopted, shall be immediately certified and filed with the Clerk of the Commissioners by Plain City.

3. Zoning:

- a) The Property sought to be annexed is currently zoned _____ in _____ Township. The Parties acknowledge that Company desires to rezone the Property to _____ under the Village of Plain City Zoning Code. Once filed, any rezoning request will be reviewed and decided upon by Plain City utilizing the regular procedure for processing an application to rezone in the village and there is no guarantee that any particular zoning will be granted.
- b) Plain City agrees to promptly cooperate and assist the Owner, its successors or assignees, to facilitate the annexation, zoning, and development, including, but not limited to, required meetings or hearing.
- c) Plain City recognizes that once the annexation is placed before the Plain City Council (i.e., after the expiration of 60 days from the date when the transcript of the proceedings of the _____ County Board of Commissioners has been delivered to Plain City) Plain City has one hundred twenty (120) days to accept or reject the annexation. Plain City agrees that it will not accept the annexation of the Property unless and until it is prepared to contemporaneously rezone the Property into a zoning classification as detailed in the immediately preceding subsection (a). At any time during the one hundred twenty (120) day acceptance period for the annexation, Plain City may, on its own initiative, or shall, at the request of Company, delay its acceptance of the annexation until the rezoning is settled to the satisfaction of the Parties. In the event that the Property is annexed but the Property is then not rezoned in a manner that is satisfactory to Company, or if Company exhausts its appeals of Plain City's zoning determination, or the proposed rezoning is rejected by the voters, Plain City agrees to execute a petition to detach the Property from its jurisdiction upon the request of Company.
- d) After the water and sewer extension lines have been installed, at the expense of the Owners, and approved by the Plain City Engineer, Plain City shall provide usual water and sewer services on the same basis as any customer of the Village. Upon annexation, the Owners shall also receive fire protection, police protection, recreation services, sanitation services, street maintenance, and related street services when the

streets are properly installed and dedicated to public service.

4. Representations and Warranties of Plain City:

- a) Plain City hereby represents and warrants to Company:
 - i. Plain City is a duly established and validly existing municipal corporation within the State of Ohio, with all requisite power and authority to enter into this Agreement, pursuant to law, and to perform its obligations hereunder;
 - ii. Plain City, acting by and through its agents, has taken all such actions which are necessary or appropriate to authorize the execution of this Agreement by the person executing the same; and
 - iii. This Agreement is the valid and binding act of Plain City, enforceable against the Village in accordance with its terms.

5. Representations and Warranties of Company:

- a) Company hereby represents and warrants to Plain City that:
 - i. Company is in contract to purchase the Property to be included in the annexation petition; and
 - ii. Company, acting by and through their agent, has taken all such actions which are necessary to appropriate to authorize the execution of this Agreement by the person executing the same.

6. Waiver:

- a) The failure of any party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of any right hereunder, nor shall it deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be made in writing.

7. Execution:

- a) Neither this Agreement nor any subsequent agreement amending or supplementing this Agreement shall be binding on the parties unless and until it has been signed on their behalf by a duly authorized representative. Commencement of performance hereunder or under any subsequent agreement shall not constitute a waiver of this requirement.
- b) As used herein, the term "Agreement" shall mean this Agreement and any Exhibits hereto. This Agreement may be executed in one or more counterparts by either party hereto and by all parties hereto in separate counterparts, each of which, when so executed and delivered to the other party, shall be deemed an original. All such counterparts together shall constitute one and the same instrument.

8. Severability:

- a) If any provision of this Agreement should be or become fully or partly invalid or unenforceable for any reason whatsoever or violate any applicable law, this Agreement is to be considered divisible as to such provision and such provision is to be deleted

from this Agreement, and the remainder of this Agreement shall be deemed valid and binding as if such provision were not included herein.

9. Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The parties hereto further agree that any action, suit or proceeding in respect of or arising out of this Agreement, its validity or performance shall be initiated and prosecuted as to all parties and their heirs, successors and assigns and consent to and submit to the exercise of jurisdiction over its person by any court situated therein having jurisdiction over the subject matter.

10. Relationship of the Parties:

- a) Except as expressly stated and provided for herein, neither anything contained in this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of association between any of the parties to this Agreement.

11. No Third Party Beneficiary:

- a) Except as expressly stated and provided for herein, neither anything contained in this Agreement nor any acts of the parties hereto shall be deemed or construed by the parties hereto, or any of them, or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of association between any of the parties to this Agreement.

12. Time is of the Essence:

- a) Time is of the essence for all matters in this Agreement and each party shall diligently pursue and complete its obligations hereunder.

13. Force Majeure:

- a) Neither party shall be in default in the performance of any obligation on such party's part to be performed under this Agreement, other than an obligation requiring payment of a sum of money, if and so long as the non-performance of such obligation shall be directly caused by labor disputes, lockouts, acts of God, enemy action, civil commotion, riot, and conditions that could not have been reasonably foreseen by the claiming party.

14. Approvals:

- a) Unless otherwise stated herein, whenever a party to this Agreement is required to consent to, or approve an action by the other party or to approve any such action taken by another party, such approval or consent shall be given or withheld within the earliest time allowed by law and the process that is utilized in performing the function.

15. Binding Effect:

- a) This Agreement and all of the provisions herein shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

16. Entire Agreement/Merger:

- a) This Agreement contains the entire agreement between the parties hereto with respect to the subject matter set forth herein and supersedes any and all agreements, oral or written.

17. Survival:

- a) The representations, warranties, and covenants contained in this Agreement shall not terminate for a period of twenty (20) years.

18. Notice:

- a) All required notices, requests, consents, approvals, demands, and other communications required or permitted to be given or made under this Agreement shall be in writing and shall be deemed to have been duly given when (a) delivered personally or (b) three (3) business days after deposit in the United States Mail, postage prepaid, by certified mail, return receipt requested, or (c) by e-mail or facsimile telephone transmission, if given below, or later provided, addresses as follows or to such other person or address as either party shall designate by notice to the other party given in accordance herewith:

Company:

Village:

Village of Plain City
800 Village Boulevard
P.O. Box 167
Plain City, OH 43064
Attn: Haley Lupton, Village Administrator

COMPANY:

PLAIN CITY:

By: _____
Name
Title

By: _____
Haley Lupton
Village Administrator

Approved as to form: _____
Law Director
Village of Plain City



VOLUNTARY ANNEXATION APPLICATION

The applicant is required to submit all required documents (listed below) in addition to the information requested on this form.

- Application Fee - **\$70.00**
- Legal Description of Subject Property
- Signed and sealed boundary survey completed no more than twelve (12) months prior to the application
- Survey must show all easements, dedications, and improvements
- Survey must have a metes and bounds description of the property showing water and sewer main locations and fire hydrant locations
- Copy of Property Owner Petition (if applicable)
- Copy of Pre-Annexation Agreement (if applicable)
- Copy of Rezoning Application (if applicable)

This form must be typed and submitted electronically. All supporting documents must also be submitted electronically.

APPLICATION DATE	DATE OF CONSULTATION WITH VILLAGE

PROPERTY OWNER # 1		
Name:		
Address:		
City:	State:	Zip:
Phone:	Email:	

PROPERTY OWNER # 2		
Name:		
Address:		
City:	State:	Zip:
Phone:	Email:	

PROPERTY OWNER # 3		
Name:		
Address:		
City:	State:	Zip:
Phone:	Email:	

Please attach additional pages if needed.

APPLICANT

Name:		
Company:		
Address:		
City:	State:	Zip:
Phone:	Email:	

AUTHORIZED ATTORNEY / AGENT

Name:		
Company:		
Address:		
City:	State:	Zip:
Phone:	Email:	

DEVELOPER

Name:		
Company:		
Address:		
City:	State:	Zip:
Phone:	Email:	

PROPERTY INFORMATION

PARCEL NUMBER(S) – attach additional pages if needed

PROPERTY ADDRESS(ES) – attach additional pages if needed

TOTAL ACREAGE TO BE ANNEXED	CURRENT ZONING

BIG DARBY CREEK PROTECTION AREA	
Is any of the property contiguous to or otherwise within 1,200 feet of the Big Darby Creek or any of its tributaries?	If YES, please describe:
YES <input type="checkbox"/>	
NO <input type="checkbox"/>	

EXISTING STRUCTURES	
Are there any existing structures on the property?	If YES, please describe:
YES <input type="checkbox"/>	
NO <input type="checkbox"/>	

DEMOLITION	
Are any of the existing structures subject to demolition?	If YES, please describe and indicate whether any of the structures are historic:
YES <input type="checkbox"/>	
NO <input type="checkbox"/>	

EXISTING WATER SERVICE	
Are the properties serviced by existing water? (<i>well, public utility, other?</i>)	If YES, please describe:
YES <input type="checkbox"/>	
NO <input type="checkbox"/>	

EXISTING SEWER SERVICE	
Are the properties serviced by existing sewer? (<i>septic system, public utility, other?</i>)	If YES, please describe:
YES <input type="checkbox"/>	
NO <input type="checkbox"/>	

FUTURE UTILITY SERVICE	
Does the applicant plan to connect to Plain City water and sewer service?	If YES, please describe:
YES <input type="checkbox"/>	
NO <input type="checkbox"/>	

PROPOSED USE OF ANNEXED PROPERTY

For mixed-use projects, please include the approximate percentage of each type/use.

Agricultural <input type="checkbox"/>	Mixed-Use <input type="checkbox"/>	Residential – SF <input type="checkbox"/>
Commercial <input type="checkbox"/>	No Change <input type="checkbox"/>	Residential – MF <input type="checkbox"/>
Industrial <input type="checkbox"/>	Office <input type="checkbox"/>	Residential – Mixed <input type="checkbox"/>
Institutional/Gov't <input type="checkbox"/>	Recreation <input type="checkbox"/>	
Medical <input type="checkbox"/>	Religious <input type="checkbox"/>	
Other <input type="checkbox"/> (please describe)		

PURPOSE OF ANNEXATION

Please explain the purpose of the annexation and the reason(s) why the request should be approved.

ACKNOWLEDGEMENT

I, the undersigned, being first duly sworn, testify and say that I am the owner, attorney, attorney-in-fact, agent, lessee, or representative of the owner(s) of all of the property described and which is the subject matter of the proposed hearing; that all answers to the questions in this application, and all sketches, data and other supplementary material attached to and made a part of the application are honest and true to the best of my knowledge and belief. I understand this application must be complete and accurate before the hearing can be advertised, and that I am authorized to sign the application by the owner or owners.

Signature of Owner or Authorized Agent

Print Name

Date