



City of Dublin

Office of the City Manager

5200 Emerald Parkway • Dublin, OH 43017-1090

Phone: 614-410-4400 • Fax: 614-410-4490

Memo

To: Members of Dublin City Council
From: Marsha I. Grigsby, City Manager *mlg*
Date: January 23, 2014
Initiated By: Sara G. Ott, Sr. Project Manager
Re: Resolution 07-14 - Authorizing the City Manager to Execute Documents Necessary to Enter into a Billing Agreement with Washington Township for the provision of Fire and Emergency Medical Services to Certain Properties in the City of Dublin, Jerome Township Portion of Tartan Ridge

Background

In 2013, Washington Township sought a new mechanism for the collection of funds for the provision of fire and emergency medical services ("EMS") to residents in Jerome Township/City of Dublin/Tartan Ridge after the Jerome/Washington Fire New Community Authority took action to no longer levy and collect funds for such services.

Several impacted property owners have executed easements to allow Washington Township to respond with services to their properties, provided the property owners remit payment equivalent to the property tax for fire and EMS services that would have been charged if residing in Washington Township. There are a total of approximately 90 parcels located in the Jerome Township portion of Tartan Ridge, with approximately 60 parcels still owned by the developer. The developer has executed the easements to allow Washington Township to provide fire and EMS service to those parcels. Of the non-developer-owned parcels, approximately 14 have now executed the easement.

Washington Township officials approached the City about billing, collecting, and remitting collected funds on behalf of the Township as a shared service. Staff from the Department of Finance process the City's accounts receivable and will be responsible for the administration of this agreement. The jurisdictions have developed the attached draft agreement to provide this service.

Recommendation

Staff recommends the adoption of Resolution 07-14 at the January 27, 2014 Council meeting.

Additional attachments:

Memo to Council dated 9/5/13

Memo to Council dated 10/24/13

Letter to property owners dated 1/9/14

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 07-14 Passed _____, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE NECESSARY DOCUMENTS TO ENTER INTO A BILLING AGREEMENT WITH WASHINGTON TOWNSHIP, OHIO FOR THE PROVISION OF FIRE SERVICE AND EMERGENCY MEDICAL SERVICES TO THOSE PROPERTIES IN THE JEROME TOWNSHIP PORTION OF TARTAN RIDGE FOR WHICH EASEMENTS FOR FIRE AND EMERGENCY MEDICAL SERVICES HAVE BEEN EXECUTED BY THE PROPERTY OWNERS.

WHEREAS, Washington Township, Ohio is the preferred provider for fire protection and emergency medical services in Dublin, Ohio; and

WHEREAS, the City of Dublin and Washington Township have a history of cooperative planning in the best interests of the Washington Township and City of Dublin communities; and

WHEREAS, Washington Township, Ohio has agreed to provide fire protection and emergency medical services to portions of the Tartan Ridge Subdivision located in Jerome Township for which property owners have executed easements declaring their preference for Washington Township services; and

WHEREAS, Jerome Township/City of Dublin property owners have executed easements to allow Washington Township to provide fire protection and emergency medical services; and

WHEREAS, Washington Township has requested the City of Dublin serve as a billing agent for the collection of funds from property owners who have executed easements.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, State of Ohio, _____ of the elected members concurring that:

Section 1. The City Manager is hereby authorized to execute all necessary documents to enter into a billing agreement with Washington Township, Ohio for the provision of fire services and emergency medical services to these properties in Jerome Township/City of Dublin for which property owners have executed easements.

Section 2. This Resolution shall take effect and be in force upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2014.

Mayor - Presiding Officer

ATTEST:

Clerk of Council

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made and entered into this [] day of _____, 2014, by and between the City of Dublin, Ohio, a Charter City in the State of Ohio with a principal mailing address of 5200 Emerald Parkway, Dublin, Ohio 43017 (the “City”) and the Township of Washington, Delaware, Franklin, and Union Counties, Ohio, a township organized under the laws of the State of Ohio with its main offices located at 6200 Eiterman Road, Dublin, Ohio 43016 (the “Township”).

WITNESSETH:

WHEREAS, the City and the Township have benefitted from working together to ensure effective fire and EMS services throughout their respective territorial jurisdictions;

WHEREAS, pursuant to Ohio Revised Code Sections 9.60, 737.21 and 505.84, the Township has authority to provide fire and EMS services outside its territorial jurisdiction but within the territorial jurisdiction of the City;

WHEREAS, the Township has been requested to and seeks to provide fire and EMS services to territory within the Township of Jerome, Union County, Ohio (“Jerome Township”), in a neighborhood known as Tartan Ridge, which territory includes, specifically, only the territory that is located within all three of the following jurisdictions: (a) the City, (b) Jerome Township, and (c) the Jerome/Washington Township Fire New Community Authority (such territory is referred to herein as the “District”);

WHEREAS, pursuant to an existing Service Agreement, dated September 6, 2005, by and among the Township, the City, and Jerome Township (the “Original Service Agreement”), the Township and the City have agreed that the Township shall provide fire and EMS services to the territory within the District;

WHEREAS, the Township is entitled to receive reasonable payment from the owners of real property located within the District for its fire and EMS services pursuant to Ohio Revised Code Section 505.84; and

WHEREAS, the City has the administrative capability to collect fire and EMS service fees owed by the owners of real property located within the District to the Township, and the City and the Township desire to have the City act as the Township’s billing agent for collection of such fire and EMS service fees.

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. Provision of Billing Services. The City, as agent of the Township, shall annually collect from each property owner in the District, subject to the Township’s provision of fire and EMS services by easement agreement, a fee for such services rendered by the Township. The

City's entire financial liability to the Township shall be limited to the actual fees paid by the property owners under this Agreement.

For the benefit of its agent, the Township shall, on or about December 1 of each year certify to the City the fire and EMS fees to be paid by the property owners of the real property within the District subject to the Township's provision of fire and EMS services by easement agreement. The Township shall calculate the fire and EMS fees for each parcel, for the then-current calendar year and for collection in the succeeding calendar year, in an amount equal to (a) the Township's total effective fire millage rate and fire and EMS millage rate applicable to such parcel's classification (residential or commercial) as determined by the Union County Auditor for the taxing district known as Wash Twp./Franklin Co. Dublin Corp-Dublin CSD (currently taxing district number 39), multiplied by (b) the assessed valuation of such parcel as determined by the Union County Auditor. The Township may include past due balances in this certification, which will be delineated in separate columns on the billing statement.

The City shall semiannually produce bills for fire and EMS fees to be paid by the owners of real property within the District equal to, for each parcel, one-half of the amount certified by the Township.

Upon receipt of payments of fire and EMS fees from the property owners within the District, the City shall, but no more than 30 days after such receipt, transfer such fees to the Township.

2. Unpaid Fees. The Township agrees to initiate any actions against the property owner personally obligated to pay the fee described in Section 1 as necessary to collect the full amount of the unpaid fees and any additional charges. The Township also agrees that it will file any certifications of liens against the property owners for the unpaid balance with the Union County Recorder's Office or other appropriate governmental office. The City shall have no obligation to pursue the payment of unpaid fees.

3. Interpretation of Existing Service Agreement. The Township and the City hereby agree and determine that the provision of billing services under this Agreement, to the extent actually performed by the City, shall satisfy the obligation of the City under Section 4 of the Original Service Agreement to cause funds to be collected by the Jerome/Washington Township Fire New Community Authority or similar assessment district to pay for fire and EMS services as consideration for the Township's provision of fire and EMS services within the District, it being understood by the Township and the City that the community development charge mechanism originally intended to provide funds to pay the Township for its provision of fire and EMS services within the District is not being utilized.

4. Term. The initial term of this Agreement shall commence on the date that the Agreement is first effective and shall continue for a period of 10 years. The Agreement may be extended by agreement of the parties for additional 10 year terms. Provided, however, that this Agreement shall automatically terminate if the parcels subject to this Agreement become or are located within Washington Township, Delaware, Franklin, and Union Counties, Ohio, if the

Authority ceases to exist, or if the Jerome/Washington Township Fire New Community Authority or other taxing agency imposes and collects a fee for fire and EMS services on the parcels.

5. Assignment. The parties hereto may not assign the benefits of this Agreement, or delegate their obligations hereunder, to any person or entity without the express prior written consent of the other party.

6. Approvals. The obligations and commitments made herein by the City and the Township shall be effective and enforceable upon the approval of all necessary legislation and/or motions by the Dublin City Council and the Washington Township Board of Trustees, as the case may be, and the expiration of all referendum periods applicable thereto.

7. Amendment. This Agreement may be amended, modified, or changed only by a written document properly executed by all of the parties hereto.

8. No Waiver. No delay or failure on the part of any party hereto in exercising any right, power, or privilege under this Agreement or any other instruments given in connection with or pursuant to this Agreement shall impair any right, power, or privilege or be construed as a waiver of any default or acquiescence therein. No single or partial exercise of such right, power, or privilege shall preclude the further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege.

9. Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

10. Entire Agreement. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings, and agreements between the parties.

IN WITNESS WHEREOF, the City of Dublin and the Township of Washington have set their hands by their authorized representatives the day and year first written above.

City of Dublin

Township of Washington

By: _____

By: _____

Approved as to Form:

Approved as to Form:

By: _____

By: _____

CITY FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the City of Dublin, Ohio, hereby certifies that the moneys required to meet the obligations of the City of Dublin, Ohio during the year 2014 under the Service Agreement have been lawfully appropriated by the City Council of the City of Dublin, Ohio for such purposes and are in the treasury of City of Dublin, Ohio or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Fiscal Officer
City of Dublin, Ohio

Dated: _____, 2014

TOWNSHIP FISCAL OFFICER'S CERTIFICATE

The undersigned, fiscal officer of the Township of Washington, Delaware, Franklin, and Union Counties, Ohio, hereby certifies that the moneys required to meet the obligations of the Township during the year 2014 under the Service Agreement have been lawfully appropriated by the Board of Trustees of the Township for such purposes and are in the treasury of the Township or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Ohio Revised Code Sections 5705.41 and 5705.44.

Fiscal Officer

Washington Township, Delaware, Franklin, and Union Counties, Ohio

Dated: _____, 2014



January 9, 2014

RE: Washington Township Fire and Emergency Medical Services

Dear Property Owner:

As you know, the City of Dublin and Washington Township have been working for several years to resolve issues surrounding the provision of fire and EMS services to Dublin residents whose properties are also located within Jerome Township in the Tartan Ridge subdivision. There have been a series of issues related to the collection of fees for these services by the Jerome/Washington Township Fire New Community Authority and Washington Township has been providing these services, without full payment, to these properties for several years. It is imperative to both the City of Dublin and Washington Township that Washington Township is fully and fairly compensated for providing these services.

To further that end, the City of Dublin and Washington Township have agreed in concept to work together to provide a direct billing arrangement to the affected property owners. Under this arrangement, if you choose to continue to receive fire and EMS services from Washington Township, you will execute a perpetual easement for fire and EMS services and then receive a bill for these services equal to the amounts paid by other Dublin residents for these services. Washington Township and the City of Dublin have agreed in concept for Dublin to act as the billing agent for the collection of these fees. It is anticipated that fees will be billed six months in arrears, with the first billing statement processed in July 2014. Dublin City Council will consider legislation authorizing this billing arrangement at its meeting on January 27, 2014.

Washington Township sent a notice to you of its intent to transfer fire and EMS services for your property to Jerome Township effective January 1, 2014 if you have not entered into perpetual easements for service. Since that notice was sent, the City of Dublin and Washington Township have discussed the issues that this transfer presents with regard to maintaining the appropriate life and safety needs of the community. In light of those concerns, Washington Township has agreed, by motion passed at its December 10, 2013 Board of Trustees meeting, to continue to provide uninterrupted services to your property for an additional sixty days, through February 28, 2014.

This extension will permit the City of Dublin and Washington Township to explore with Jerome Township the adjustment of the Jerome Township and Washington Township boundaries. If the

boundary adjustment is completed, you will pay the Washington Township fire levy as part of your property taxes, the direct billing arrangement will not be necessary, and the easement will be vacated.

We are hopeful that we will reach agreement on the permanent solution, the adjustment of the Washington Township boundaries, to the benefit of all the parties. It is essential to both the City of Dublin and Washington Township, however, that Washington Township receive compensation for providing Dublin-level fire and EMS services and properties owners contribute their share of the cost of these services, as do all other property owners receiving the service. In the event the permanent solution is not reached by February 28, 2014, fire and EMS services will be transitioned to Jerome Township for those property owners that have not executed the perpetual easement and the alternative solution (perpetual easement/direct billing) will be implemented for property owners that have executed the perpetual easement. We will update you prior to this date with the status of our negotiations. You will only receive Washington Township services under this scenario if you have executed a perpetual easement.

The success of the more permanent solution of a boundary adjustment depends on discussions with Jerome Township. As such, we encourage you to reach out to your Jerome Township Trustees to support a boundary adjustment. The 2014 Jerome Trustees and their contact information is listed on the attached sheet (or available on the Jerome website at www.jerometownship.com).

Thank you for your continued patience and cooperation. If you have any questions regarding this correspondence, please contact Sara Ott, City of Dublin Senior Project Manager, at 614.410.4448 or sott@dublin.oh.us.

The City of Dublin

Washington Township



Marsha Grigsby
City Manager



Gene Bostic, Chairperson
Washington Township Trustees

cc: Jerome Township

Enclosure

Jerome Township Contact Information Sheet

Jerome Township Office

9777 Industrial Parkway

Plain City, OH 43064

614-873-4480

www.jerometownship.com

Lonnie "Joe" Craft, Trustee

8678 U.S. Highway 42

Plain City, OH 43064

937-687-8785

Charles Lovejoy, Trustee

8495 S. R. 736

Plain City, OH 43064

614-402-3770

cjlovejoy1987@hotmail.com

Ron Rhodes, Trustee

9148 Crottinger Road

Plain City, OH 43064

(614) 873-5779

MEMORANDUM

To: Dublin City Council
Marsha I. Grigsby, City Manager

From: Stephen J. Smith
Jennifer D. Readler

Date: October 24, 2013

Re: Update on Jerome/Washington Township Fire New Community Authority

As you know, our office and Sara Ott have been working with interested parties, including residents, Washington Township, Union County and representatives from the Community Authority, to rectify problems that stemmed from the Authority's incorporation documents. We are still working on scheduling a meeting with the developer that controls the Authority Board to discuss resolving the problems in a more comprehensive fashion. In the interim, however, we believe it is necessary for Washington Township to move forward with direct billing the Jerome Township residents for fire and EMS services, once easements are in place between Washington Township and the relevant property owners. The Township has requested the City's assistance to act as its billing agent in collecting the annual fee for fire and EMS services. City staff does not believe that the time commitment would be significant to provide these services and is willing to undertake them.

To that end, we reviewed and revised a draft billing services agreement that was provided to us by Washington Township legal counsel. He is currently reviewing our revisions with the Township. We anticipate having a resolution for your consideration authorizing the billing arrangement on your November 18 meeting agenda.

Please feel free to contact us if you have any questions regarding this update.

MEMORANDUM

To: Dublin City Council
Marsha I. Grigsby, City Manager

From: Stephen J. Smith
Jennifer D. Readler

Date: September 5, 2013

Re: Options for Addressing Issues of Residents within the Jerome/Washington
Township Fire New Community Authority

At the August 26, 2013 City Council meeting, two residents impacted by the Jerome/Washington Township Fire New Community Authority (“the Authority”) asked for the City’s assistance in rectifying problems that arose in the implementation of the Authority’s collection of fire charges.

History

As you know, the primary reason for the creation of the Authority was to create a mechanism to provide Washington Township Fire and Emergency Medical Services to a portion of the Tartan Ridge development. This was necessary because the area at issue was annexed to Dublin under an Expedited Two annexation method, which does not provide for subsequent boundary adjustment (conforming boundaries). As a result, this area remains in Jerome Township.

The Authority has had issues in collecting the appropriate fire millage to compensate Washington Township. Dublin staff has examined several options for rectifying the problem, which are discussed below.

Conforming the Boundaries by Agreement of the City of Dublin and Jerome and Washington Townships

In 2011, representatives from these public entities met to discuss conforming the boundaries by agreement so that the territory would be moved from Jerome to Washington Township. This would allow Washington Township to collect millage and provide services as it does to other parts of Dublin. To further the full investigation of this option, Dublin and Washington Township paid a portion of the legal fees incurred by Jerome Township.

When boundaries are conformed under the Ohio Revised Code regular annexation method, a city is obligated to pay “reparations,” which compensates a township for certain property taxes it loses once the boundaries are conformed. These reparations are based on a formula set forth in the Ohio Revised Code. Dublin offered to pay Jerome Township the reparations that would have been required under the Ohio Revised Code if the regular annexation method had been used.

Jerome Township ultimately declined to continue negotiations to Dublin's proposed reparation payments in May 2012, citing the desire to preserve its tax base in light of the uncertainty of the state budget.

Detachment

At the August 26th City Council meeting, staff was asked to investigate the feasibility of the property owners initiating a detachment of their property. This would open the possibility of the residents then filing a new annexation petition to Dublin under the regular annexation method and Dublin could then conform the boundaries. We reviewed the statutes and the property at issue does not meet the statutory requirements for detachment.

In order to prevail on a Petition for Detachment pursuant to O.R.C. § 709.41 and 42, the property owners must establish all of the following four elements:

- (1) the land in question is farmland that was not within the original limits of the municipal corporation;
- (2) that because the farmland is in the municipal corporation, the owner of the land is taxed and will continue to be taxed for municipal purposes in substantial excess of the benefits conferred on the landowner;
- (3) that detaching the farmland will not adversely affect the best interests or good government of the municipal corporation; AND
- (4) that five years has elapsed from the time the land was originally annexed by the municipal corporation.

Because the land in question is not farmland, one of the requirements for detachment cannot be satisfied, and detachment cannot be pursued.

Washington Township's Execution of Easements with the Property Owners for Fire and EMS Services with the Property Owners' Agreement to Pay for Same

Washington Township has suggested a method for rectifying the collection issue. This entails Washington Township executing an easement with each Jerome Township landowner wherein the property owner agrees to pay an annual fee to Washington Township equal to the millage rates for the fire/EMS levy for property within Washington Township. Washington Township has asked that the City of Dublin act as billing agent for purposes of collecting this annual fee. If these agreements are ultimately executed by the affected property owners, the fees would first be collected in January 2014.

To assist with this solution, the Jerome/Washington Township Fire New Community Authority board approved resolutions removing fire charges indefinitely from all parcels located within

Washington Township and removing fire charges indefinitely from parcels located in Jerome Township for those properties in which property owners agree to record the easement described above with Washington Township.

Conclusion

At the current time, we believe the solution proposed by Washington Township involving the execution of easements is the most effective means to compensate Washington Township and maintain the policy of a single source provider for fire and emergency medical services. It is our understanding from Washington Township's legal counsel that meetings will be held at the end of September with residents to further discuss the easements with the hope of recording the easements soon afterward. Once the easements have been recorded, Dublin may be asked to consider entering into a services agreement with Washington Township to act as the billing agent for the fees imposed pursuant to the easement.