

MEMORANDUM

To: Dublin City Council
Marsha Grigsby, City Manager

From: Stephen J. Smith, Law Director
Jennifer D. Readler, Assistant Law Director

Date: April 24, 2014

Re: Ordinance 32-14 - Proposed Annexation Agreement between the City of Dublin,
Jerome Township and Washington Township

Background

As you know, the City of Dublin and Washington and Jerome Townships 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.

We believe we have a come to agreement on a long term solution to the fire/EMS service issue that will involve a boundary adjustment to move the affected Tartan Ridge properties from Jerome Township to Washington Township. The first step in the process will be to obtain all of the parties' approval of an annexation agreement, in substantially the same form as attached to Ordinance 32-14. The second step will be for City Council to authorize this office to file a boundary adjustment petition with the Union County Commissioners.

Boundary Adjustment and Annexation Agreement

Dublin and Washington and Jerome Townships had previously explored in 2011 the option of conforming the boundaries by agreement so that the affected properties 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.

When boundaries are conformed under the Ohio Revised Code regular annexation method, a city is obligated to pay "reparations," which compensates the 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. In the present situation with the Tartan Ridge development, an Expedited Type Two annexation method was used instead of the regular annexation method. As a result, the reparations method is not automatically applicable and instead the parties can negotiate the payment due to the township losing the property. This is commemorated in an

annexation agreement. Jerome Township and Washington Township have agreed conceptually to this approach and a proposed agreement is attached.

The annexation agreement commits Dublin to provide funds for Jerome Township to obtain a new fire/EMS vehicle. This payment will equal \$210,000 and half of the cost will be reimbursed to the City by the developer of the Tartan Ridge subdivision. Both Washington Township and Jerome Township express their consent to the boundary adjustment in the annexation agreement.

If this annexation agreement is approved by all of the participating jurisdictions, Dublin will file a boundary adjustment petition with the Union County Commissioners to effect the change in boundaries. We will have a first reading of an ordinance authorizing the filing of a boundary adjustment petition at the next City Council meeting (May 5, 2014).

Billing Agreement

Washington Township previously proposed easements with the affected property owners to allow Washington Township to respond with services to their properties, provided the property owners permit payment equivalent to the property tax for fire and EMS services that would have been charged if residing in Washington Township. Through legislation passed on January 27, 2014, Dublin City Council agreed for Dublin to act as the billing agent for the collection of these fees. That billing agreement has not been executed due to the continued efforts to resolve this issue by conforming the boundaries, so there will be no need to formally terminate the agreement.

As to the easements, if the annexation agreement is executed by all the parties and a boundary adjustment petition is granted by the Union County Commissioners, the easements will automatically terminate.

Washington Township Service Extension

In order to maintain the appropriate life and safety needs of the community, Washington Township has agreed, by motion passed at its April 22, 2014 Board of Trustees meeting, to continue to provide uninterrupted services to the affected properties through June 30, 2014. We are hopeful that the boundary adjustment proceedings will be completed by this date.

Action by Washington Township and Jerome Township

It is our understanding that the Jerome Township Trustees will meet on April 25, 2014 to consider the annexation agreement and that the Washington Township trustees will meet on May 13, 2014 to consider the annexation agreement.

Recommendation

The Law Department recommends approval of Ordinance 32-14 at the second reading/public hearing on May 5, 2014.

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Recommendation

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RECORD OF ORDINANCES

Ordinance No. 32-14

Passed _____, 20____

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT BETWEEN JEROME TOWNSHIP, WASHINGTON TOWNSHIP AND THE CITY OF DUBLIN, AND DECLARING AN EMERGENCY

WHEREAS, on August 22, 2005, the Union County Commissioners approved the petition for annexation of 82.3+/- acres, more or less, in Jerome Township, filed as an Expedited Type II Annexation petition by Harrison W. Smith, Jr., Agent for the Petitioners, Suburban Improvement of Columbus, Inc., c/o Ben W. Hale, Jr., 37 West Broad Street, Suite 275, Columbus, Ohio 43215 and Cheistoff P. and Sandra Sue Steuerwald, 9955 Sylvian Drive, Dublin, Ohio 43017; and

WHEREAS, Dublin accepted the above-referenced annexation area, which is located within the boundaries of Jerome Township northwest of the intersection of McKittrick Road and Jerome Road, and which is more particularly described and depicted in Exhibit A attached hereto and incorporated herein by reference ("the Property"); and

WHEREAS, under an Expedited Type II Annexation, real property that is annexed to a municipal corporation from a township is not to be excluded from the township under Ohio Revised Code Section 503.07, absent an agreement to the contrary that is executed by both the municipality and the township; and

WHEREAS, the City of Dublin has a history of providing uniform governmental services to its residents, including the provision of fire prevention, suppression, and projection services and emergency medical services; and

WHEREAS, Washington Township is willing to provide fire and EMS services to the Property; and

WHEREAS, previous mechanisms for providing fire and EMS services, through the use of a community authority and a service agreement between the affected jurisdictions, have proven unsuccessful; and

WHEREAS, the City of Dublin and Jerome and Washington Townships are willing to enter into an Annexation Agreement pursuant to Ohio Revised Code 709.192, which is attached hereto as Exhibit B and incorporated herein by reference, consenting to the removal of the Property from the Jerome Township Boundaries in order to facilitate the provision of fire and EMS services by Washington Township, and ensure the ability of Washington Township to impose levies to compensate it for providing the services.

NOW, THEREFORE, BE IT ORDAINED 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 take any and all actions necessary to execute the Annexation Agreement, in substantially the same form as attached.

Section 2. The Service Agreement dated September 6, 2005, is hereby

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 32-14

Passed Page 2 of 2, 20

terminated by mutual agreement of Washington Township, Jerome Township and the City of Dublin.

Section 3. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety or welfare, due to the need to ensure Washington Township's jurisdiction in providing fire and emergency services to the area shown on Exhibit A, and shall therefore take effect upon passage.

Passed this _____ day of _____, 2014.

Mayor – Presiding Officer

ATTEST:

Clerk of Council

**ANNEXATION
82.3 ACRES**

TO: CITY OF DUBLIN

FROM: JEROME TOWNSHIP

SITUATED IN THE STATE OF OHIO, COUNTY OF UNION, TOWNSHIP OF JEROME, VIRGINIA MILITARY SURVEY NUMBERS 2991, 2925, & 3014 AND BEING ALL OF THOSE TRACTS AS CONVEYED TO SUBURBAN IMPROVEMENT OF COLUMBUS INC. BY DEED OF RECORD IN OFFICIAL RECORD 575, PAGE 125, 57.325 ACRES (P.M. 137-00-00-005.000; P.A. 17-0014026.000) AND 5.002 ACRES (P.M. 137-00-00-035.000, P.A. 17-0014063.000), OFFICIAL RECORD 589, PAGE 56, 4.0 ACRES (P.M. 137-00-00-005.001, P.A. 17-0014026.100), CHEISTOFF P. AND SANDRA STEUERWALD, BY DEED OF RECORD IN OFFICIAL RECORD 509, PAGE 114, 5.0 ACRES (P.M. 137-00-00-031.000, P.A. 17-0014027.000), AND A PORTION OF MCKITRICK ROAD AND JEROME ROAD (ALL REFERENCES REFER TO THE RECORDS OF THE RECORDER'S OFFICE, UNION COUNTY, OHIO) AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EXISTING CITY OF DUBLIN CORPORATION LINE AS ESTABLISHED BY RESOLUTION NO. 71-02 AND OF RECORD IN COMMISSIONERS JOURNAL 44, PAGE 386, BEING AT THE NORTHWESTERLY CORNER OF THE SUBURBAN IMPROVEMENT OF COLUMBUS INC. 57.325 ACRES;

THENCE EASTERLY, WITH SAID CORPORATION LINE, AND BEING THE NORTHERLY LINES OF SAID SUBURBAN IMPROVEMENT OF COLUMBUS INC. 57.325 AND 4.0 ACRES, AND SOUTHERLY LINES OF ANNA JAMES 27.2 ACRES, OFFICIAL RECORD 372, PAGE 219 AND JON C. SHOEMAKER 27.2 ACRES, OFFICIAL RECORD 372, PAGE 216, A DISTANCE OF APPROXIMATELY 2225 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY OF JEROME ROAD;

THENCE NORTHERLY, WITH SAID WESTERLY RIGHT-OF-WAY LINE, AND PORTIONS OF SAID EXISTING CORPORATION LINE (71-02), A DISTANCE OF APPROXIMATELY 2741 FEET TO THE INTERSECTION OF SAID WESTERLY RIGHT-OF-WAY LINE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF BROCK ROAD;

THENCE EASTERLY, ACROSS JEROME ROAD, A DISTANCE OF APPROXIMATELY 60 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF SAID JEROME ROAD;

THENCE WITH SAID EASTERLY RIGHT-OF-WAY LINE OF JEROME ROAD, THE FOLLOWING COURSES:

SOUTHERLY, A DISTANCE OF APPROXIMATELY 1009 FEET TO A POINT;

EASTERLY, A DISTANCE OF APPROXIMATELY 10 FEET TO A POINT;

SOUTHERLY, A DISTANCE OF APPROXIMATELY 785 FEET TO A POINT;

WESTERLY, A DISTANCE OF APPROXIMATELY 10 FEET TO A POINT;

SOUTHERLY, A DISTANCE OF APPROXIMATELY 650 FEET TO A POINT;

EASTERLY, A DISTANCE OF APPROXIMATELY 10 FEET TO A POINT;

SOUTHERLY, A DISTANCE OF APPROXIMATELY 1288 FEET TO A POINT;

WESTERLY, A DISTANCE OF APPROXIMATELY 10 FEET TO A POINT;

SOUTHERLY, A DISTANCE OF APPROXIMATELY 519 FEET TO AN ANGLE POINT IN SAID EASTERLY RIGHT-OF-WAY LINE;

SOUTHEASTERLY, A DISTANCE OF APPROXIMATELY 1168 FEET TO A POINT IN THE UNION AND DELAWARE COUNTY LINE;

THENCE SOUTHERLY, A DISTANCE OF APPROXIMATELY 50 FEET, WITH SAID COUNTY LINE, TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF JEROME ROAD;

THENCE NORTHWESTERLY, WITH SAID WESTERLY RIGHT-OF-WAY LINE OF JEROME ROAD, A DISTANCE OF APPROXIMATELY 1212 FEET TO THE INTERSECTION OF SAID

**ANNEXATION
82.3 ACRES**

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**WESTERLY RIGHT-OF-WAY LINE AND THE SOUTHERLY RIGHT-OF-WAY LINE OF
MCKITRICK ROAD;**

**THENCE WESTERLY, WITH SAID SOUTHERLY RIGHT-OF-WAY LINE OF MCKITRICK ROAD
AND WITH A PORTION OF THE EXISTING CITY OF DUBLIN CORPORATION LINE AS
ESTABLISHED BY ORDINANCE NO. 21-02 AND OF RECORD IN COMMISSIONERS JOURNAL
44, PAGE 238, AND SAID EXISTING CITY OF DUBLIN CORPORATION LINE (71-02), A
DISTANCE OF APPROXIMATELY 2249 FEET TO A POINT;**

**THENCE NORTHERLY, PARTLY WITH THE WESTERLY LINE OF SAID SUBURBAN
IMPROVEMENT OF COLUMBUS INC. 5 ACRE AND 57.325 ACRE TRACTS, THE EAST LINE OF
SANDRA JEAN KESTERSON AND GLENN J. HOFFMAN TRUSTEES, OFFICAL RECORD 519,
PAGE 524, AND SAID EXISTING CITY OF DUBLIN CORPORATION LINE (71-02), A DISTANCE
OF APPROXIMATELY 1400 FEET TO THE POINT OF BEGINNING AND CONTAINING
APPROXIMATELY 82.3 ACRES OF LAND, MORE OR LESS.**

**THIS DESCRIPTION WAS PREPARED FROM EXISTING RECORDS AND IS NOT TO BE USED
FOR DEED TRANSFER.**

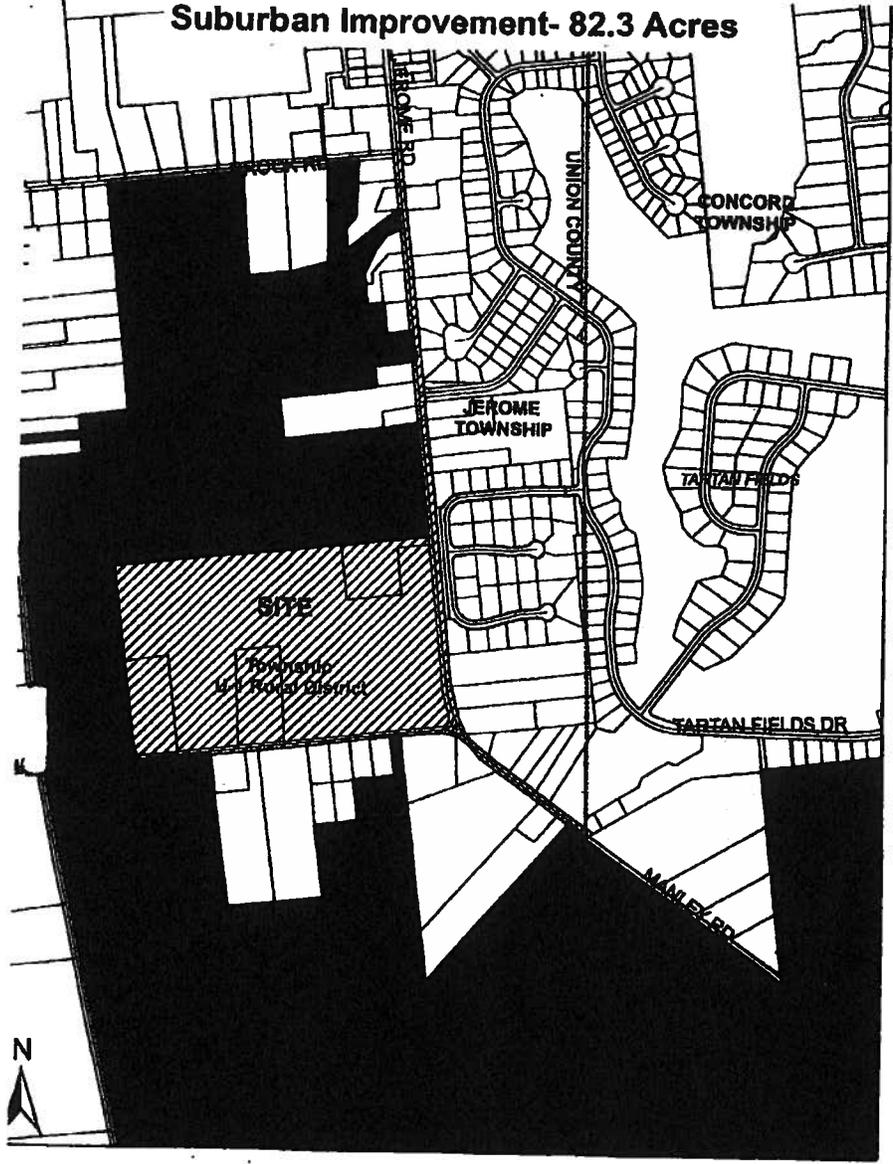
EVANS, MECHEWART, HAMBLETON AND TILTON, INC.

James M. Pearsall *6/15/05*
JAMES M. PEARSALL DATE
REGISTERED SURVEYOR NO. 7840



JMP:trw/lum05
82_3 ac annex 40278.doc

Suburban Improvement- 82.3 Acres



ANNEXATION AGREEMENT

This Annexation Agreement (“Agreement”) is entered into on or as of _____, 2014, by and between the City of Dublin (“Dublin”), a municipal corporation in the State of Ohio, whose principal mailing address is 5200 Emerald Parkway, Dublin, Ohio 43017, Washington Township, a township organized under the laws of the State of Ohio, whose principal address is 6200 Eiterman Road, Dublin, Ohio 43016 (“Washington Township”) and Jerome Township, a township organized under the laws of the State of Ohio, whose principal address is 9777 Industrial Parkway, Plain City, Ohio 43064 (“Jerome Township”) (referred to collectively as “Parties”).

RECITALS

WHEREAS, Dublin has accepted the Expedited Type II Annexation of certain newly annexed real property located within the boundaries of Jerome Township northwest of the intersection of McKittrick Road and Jerome Road, and which is more particularly described and depicted in Exhibit A attached hereto and incorporated herein by reference (“the Property”);

WHEREAS, under an Expedited Type II Annexation, real property that is annexed to a municipal corporation from a township is not to be excluded from the township under Ohio Revised Code Section 503.07, absent an annexation agreement to the contrary that is executed by both the municipality and the township;

WHEREAS, Dublin has a history of providing uniform governmental services to its residents, including the provision, through Washington Township, of fire prevention, suppression, and projection services and emergency medical services (“Fire and EMS Services”);

WHEREAS, in order to continue this history of uniform services, Dublin requests that Washington Township be the first responder to calls for Fire and EMS Services to the Property;

WHEREAS, Washington Township is willing to provide these services to the Property;

WHEREAS, previous mechanisms for providing for Fire and EMS Services to the Property, through the use of a community authority and a service agreement between the affected jurisdictions, have proven unsuccessful; and

WHEREAS, Dublin has assured Jerome Township that Dublin will use its best efforts to avoid annexations which create these service issues in the future and Jerome Township has agreed, in order to facilitate the provision of Fire and EMS Services by Washington Township, and ensure the ability of Washington Township to impose levies to compensate it for providing the services, to enter into an annexation agreement consenting to the removal of the Property from the Jerome Township boundaries.

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 Agreement: This Agreement shall constitute an annexation agreement under Ohio Revised Code Section 709.192 to exclude the Property from Jerome Township.
2. Boundary Adjustment: Dublin will file as expediently as possible, with Jerome Township's and Washington Township's consent, a petition for a boundary adjustment with the Union County Commissioners, which will result in the Property conforming to the Washington Township boundaries. Such action will practically result in the removal of the Property from Jerome Township's jurisdiction. As a result, Dublin agrees to make payment to Jerome Township in the amount of Two Hundred Ten Thousand Dollars (\$210,000.00). This payment will be used by Jerome Township to purchase an emergency medical vehicle, of a type, make and style as determined by Jerome Township. The payment shall be made to Jerome Township immediately upon the successful completion of the boundary adjustment process and, upon such payment, Dublin shall not be responsible for any further payment to Jerome Township pursuant to Ohio Revised Code Section 709.19.
3. Service Agreement. The Service Agreement dated September 6, 2005 is hereby terminated by mutual agreement of the Parties. Washington Township agrees to provide Fire and EMS Services to the Property upon the successful completion of the boundary adjustment process.
4. Legislative Action: The obligations and commitments by the Parties contained herein are contingent and shall be effective and enforceable only upon the approval of all necessary legislation and/or motions by the appropriate legislative authorities and the expiration of all referendum periods applicable thereto.
5. Amendments: This Agreement may be amended, modified, or changed only by a writing executed by the duly authorized officers of all of the Parties hereto.
6. Financial Obligation: The Parties agree that any financial obligation under this Agreement is subject to the appropriation and authorization of the expenditure by the Dublin City Council.
7. Applicable Law: This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Ohio and the United States, in that order.
8. Waiver. No delay or failure on the part of any party hereto in exercising any right, power, or privilege under this Agreement or under any other instruments given in connection with or pursuant to this Agreement shall impair any such right, power, or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any 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 in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, such provision shall be enforced to the greatest extent permitted by law and the remainder of this Agreement and the application

of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

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.

11. Captions. The captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as a part of this Agreement.

IN TESTIMONY WHEREOF, the undersigned have set their hands to duplicates hereof, on the day and year first above written.

CITY OF DUBLIN

By: _____
Marsha I. Grigsby
Its: City Manager

JEROME TOWNSHIP

WASHINGTON TOWNSHIP

CERTIFICATION OF FUNDS

I hereby certify that the funds required to meet the City's obligation, payment, or expenditure under this Agreement have been lawfully appropriated or authorized for such purpose and are free from any obligation now outstanding.

Angel L. Mumma,
Deputy City Manager/Director of Finance

Date

[INSERT EXHIBIT A]

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