

MEMORANDUM



To: Dublin City Council
Marsha Grigsby, City Manager

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

Date: May 15, 2014

Re: Resolution 39-14 - Authorizing the City Manager to Enter into a Contribution Agreement to Compensate the City for a Portion of the City's Commitments to Jerome Township Under an Annexation Agreement Between the City of Dublin, Washington Township and Jerome 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 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 was to obtain Washington Township, Jerome Township and the City of Dublin's approval of an annexation agreement. All of these entities have approved the annexation agreement.

The annexation agreement included a commitment from Dublin to make a negotiated payment to Jerome Township in the amount of \$210,000. 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.

Contribution Agreement

Tartan Ridge, LLC, as the master developer for the property affected by this matter, has agreed to contribute one-half (\$105,000) of the cost of the negotiated payment that the City of Dublin has committed to pay Jerome Township in the annexation agreement. The Contribution Agreement authorized by Resolution No. 39-14 reflects Tartan Ridge, LLC's commitment to make that payment to the City of Dublin.

Recommendation

The Law Department recommends approval of Resolution 39-14 on May 19, 2014.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

39-14

Resolution No. _____

Passed _____

, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRIBUTION AGREEMENT TO COMPENSATE THE CITY FOR A PORTION OF THE CITY'S COMMITMENTS TO JEROME TOWNSHIP UNDER AN ANNEXATION AGREEMENT BETWEEN THE CITY OF DUBLIN, WASHINGTON TOWNSHIP AND JEROME TOWNSHIP.

WHEREAS, Dublin has worked with Washington Township, Jerome Township and Edwards Land Company to resolve issues surrounding the provision of fire and EMS services to Dublin residents whose properties area also located within Jerome Township in the Tartan Ridge subdivision ("the Property"); and

WHEREAS, the City of Dublin and Jerome and Washington Townships have entered into an Annexation Agreement pursuant to Ohio Revised Code 709.192, which is attached hereto as Exhibit A 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; and

WHEREAS, Dublin, Washington Township and Jerome Township have all approved the above-referenced annexation agreement; and

WHEREAS, the annexation agreement included a commitment from Dublin to make a negotiated payment to Jerome Township in the amount of \$210,000; and

WHEREAS, Tartan Ridge, LLC is the master developer for the Property affected by the boundary adjustment;

WHEREAS, Tartan Ridge, LLC has agreed to contribute one-half of the cost of the emergency medical vehicle that the City of Dublin has committed to pay Jerome Township in the annexation agreement.

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 take any and all actions necessary to execute the Contribution Agreement, in substantially the same form as attached as Exhibit B.

Section 2. This Resolution shall take effect 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

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

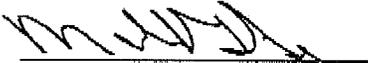
of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

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.

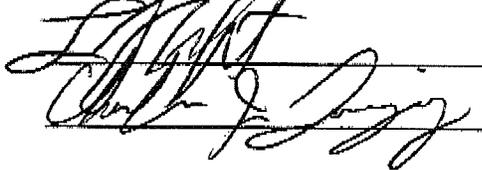
11. Captions. The captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as a part of this Agreement.

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

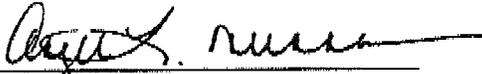
JEROME TOWNSHIP



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 E. Mumma,
Deputy City Manager/Director of Finance

5/7/14

Date

**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;

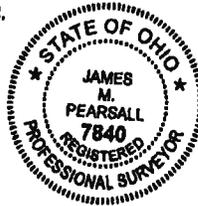
THENCE WESTERLY, WITH SAID SOUTHERLY RIGHT-OF-WAY LINE OF MCKITRICK ROAD AND WITH A PORTION OF THE EXISTING CITY OF DUBLIN CORPORATION LINE AS ESTABLISHED BY ORDINANCE NO. 21-02 AND OF RECORD IN COMMISSIONERS JOURNAL 44, PAGE 238, AND SAID EXISTING CITY OF DUBLIN CORPORATION LINE (71-02), A DISTANCE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

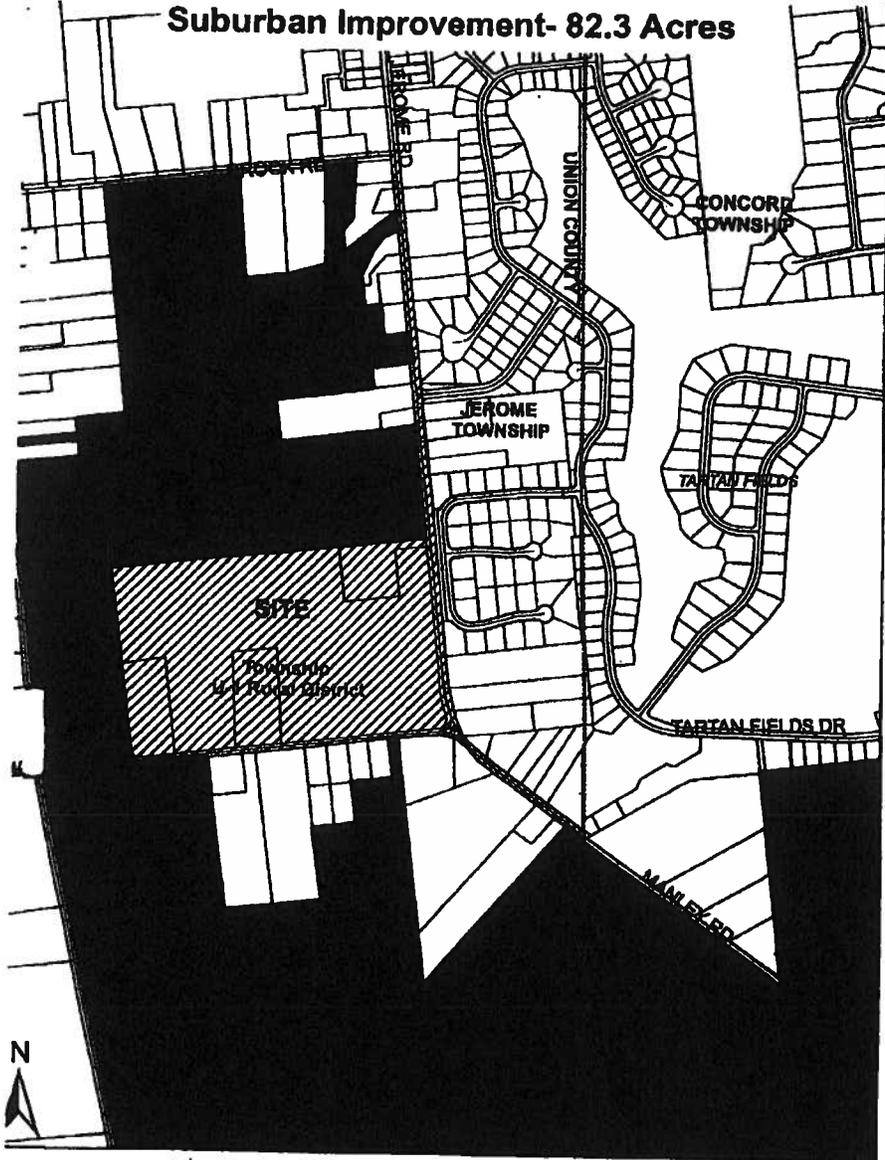
EVANS, MECHEWART, HAMBLETON AND TILTON, INC.

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



JMP:trw/lun05
82_3 so annex 40278.dwg

Suburban Improvement- 82.3 Acres



CONTRIBUTION AGREEMENT

This Agreement is made and entered into and effective on this ___ day of May, 2014 ("Effective Date") by and between the **City of Dublin, Ohio** ("Dublin"), an Ohio Municipal Corporation, with offices located at 5200 Emerald Parkway, Dublin, Ohio 43017 and **Tartan Ridge, LLC**, an Ohio limited liability company, with offices at 495 South High Street, Suite 150, Columbus, Ohio 43215.

Recitals

WHEREAS, Dublin has worked with Washington Township, Jerome Township and Edwards Land Company to resolve issues surrounding the provision of fire and EMS services to Dublin residents whose properties area also located within Jerome Township in the Tartan Ridge subdivision ("the Property");

WHEREAS, Dublin, Washington Township and Jerome Township have all approved an annexation agreement that authorizes the filing of a boundary adjustment petition which will result in the Property moving from Jerome to Washington Township;

WHEREAS, 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 extended;

WHEREAS, an Expedited Type Two annexation method was used with the Property and as a result, the parties can negotiate a payment to Jerome Township;

WHEREAS, Dublin has agreed, in the annexation agreement, to make a negotiated payment to Jerome Township in the amount of \$210,000;

WHEREAS, 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;

WHEREAS, Tartan Ridge, LLC, as the master developer for the Property affected by the boundary adjustment, has agreed to contribute one-half of the cost of the negotiated payment that the City of Dublin has committed to pay Jerome Township in the annexation agreement.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants set forth herein, it is agreed between the parties as follows:

In an effort to help facilitate the provision of fire and EMS services by Washington Township for the homes within the Tartan Ridge development that are currently located in Jerome Township, Tartan Ridge, LLC agrees to make a contribution to Dublin in the amount of One Hundred Five Thousand Dollars (\$105,000), which is one-half (1/2) of the negotiated payment to be made to Jerome Township. Payment shall be due within thirty (30) days of the successful completion of the boundary adjustment petition process before the Union County Board of Commissioners.

IN TESTIMONY WHEREOF, the parties have executed this Agreement as of the ____ day of _____, 2014.

CITY OF DUBLIN, OHIO

BY: _____
Marsha I. Grigsby
City Manager

TARTAN RIDGE, LLC

BY: 
Charles P. Driscoll

ITS: Vice President

Approved as to Form:

Stephen J. Smith, Law Director