

**MEMORANDUM**

TO: Dublin City Council  
Dana L. McDaniel, City Manager 

FROM: Jennifer D. Readler, Law Director

DATE: August 4, 2016

RE: Ord. 28-16 - Pre-Annexation Agreement for Means/Griffith parcels on Hyland-Croy Road (The Pulte Project)

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**INTRODUCTION:**

Pulte Homes of Ohio, LLC (“Pulte”) is in contract with the property owners of certain real property located on the east side of Hyland-Croy Road, in Jerome Township, which is more fully described in the Union County Auditor’s information attached as Exhibit “A,” which is comprised of approximately 51 acres (“the Property”).

The Property is not in the City of Dublin (“the City”) and does not have public water and sewer service. Pulte, through its attorney, Tom Hart, approached the City with its desire to annex the property to the City in order to obtain municipal services. The City and Pulte wish to commemorate their understanding of the terms of the annexation in the attached preannexation agreement, prior to Pulte filing an annexation petition with the Union County Commissioners.

**TERMS OF THE AGREEMENT:**

The key terms of the Agreement are as follows:

- 1. Annexation and Rezoning:** Under the Agreement, the City agrees to accept the annexation, provided City Council approves the proposed rezoning that will be filed concurrently with the annexation petition. Pulte is proposing a single family subdivision of approximately 73 homes and 21 acres of open space. The Planning and Zoning Commission informally reviewed a conceptual development plan in May of 2015 and was generally supportive of the proposal. The Crossroads Area Plan recommends that this property be used for single family residential development.

Under the proposed concurrent review process, the Dublin Planning and Zoning Commission would review the rezoning application and make a recommendation to Council after the annexation petition has been filed with the Union County Commissions. Council would then consider both the rezoning application and the legislation accepting the annexation at the same Council meetings.

2. **Boundary Adjustment:** Since the petition will be filed as a regular annexation, the City, if desired, may change the underlying township designation from Jerome to Washington for purposes of providing Washington Township fire and EMS services. The City may accomplish this by filing a petition for a boundary adjustment, after the annexation is effective, which will result in the Property conforming to the Washington Township boundaries. If such an option is exercised, the City will make reparation payments to Jerome Township of a percentage of the Township taxes that would have been due to the Township if the annexation had not taken place. This payment is required by the Ohio Revised Code. Under the Agreement, Pulte will compensate the City for all reparation payments made to the Township.
  
3. **Council Action:** All of the obligations and commitments in the Agreement are subject to Council approval.

**TIMING:**

Several different levels of review will need to be completed in order to fully effectuate the annexation. The following are the steps that must be taken to complete the annexation:

**Dublin City Council**

Consideration of Pre-Annexation Agreement

1<sup>st</sup> Reading on August 10/2<sup>nd</sup> Reading on August 22

**Dublin City Council**

Resolution of Statement of Services

**Union County Board of Commissioners**

Consideration of Annexation Petition

**Dublin Planning and Zoning Commission**

Review of rezoning request and recommendation to City Council

**Dublin City Council**

Ordinance Accepting Annexation (if approved by Union County) – 2 readings

Ordinance on Rezoning Request – 2 readings

Ordinance Authorizing Filing of Boundary Adjustment Petition (if annexation approved by Union County) – 2 readings

**CONCLUSION AND RECOMMENDATION:**

The Law Department recommends approval of the Pre-Annexation Agreement.

# RECORD OF ORDINANCES

Ordinance No. 28-16

Passed \_\_\_\_\_, 20\_\_\_\_

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO A PRE-ANNEXATION AGREEMENT WITH PULTE HOMES OF OHIO, LLC DESCRIBING THE INTENTIONS OF THE PARTIES TO ANNEX CERTAIN REAL PROPERTY LOCATED IN JEROME TOWNSHIP**

**WHEREAS**, Pulte Homes of Ohio, LLC ("the Petitioner") is in contract to purchase certain real property located on the east side of Hyland-Croy Road, in Jerome Township (the "Property"), being more fully described in the Union County Auditor's information attached as Exhibit "A" and incorporated herein; and

**WHEREAS**, the Property is located adjacent to and beyond the present corporate boundaries of the City of Dublin ("the City"); and

**WHEREAS**, the Petitioner seeks annexation of the Property to the City in order to obtain municipal services to support the Property; and

**WHEREAS**, the City desires to accept the annexation of the Property.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Dublin, Franklin, Delaware and Union Counties, State of Ohio, \_\_\_\_\_ of its elected members concurring, that:

**Section 1.** The City Manager is hereby authorized to execute a Pre-Annexation Agreement substantially similar to the Agreement attached hereto on behalf of the City stating the intention of the parties regarding the annexation of the Property.

**Section 2.** This Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council, or other appropriate officers of the City to prepare and sign all other agreements and instruments and to take any other actions as may be necessary to implement this Ordinance.

**Section 3.** This Ordinance shall take effect and be in force from and after the earliest date permitted by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor - Presiding Officer

ATTEST:

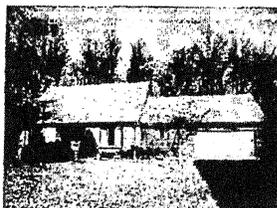
\_\_\_\_\_  
Clerk of Council

**Exhibit A**  
**Union County Auditor Information**



Union County, OH - JEROME TOWNSHIP - DUBLIN CSD

Enter Parcel or Map Number  
Search



Parcel 1700290110000

2015 VALUES AND TAXES DUE IN 2016

Owner Name	Means Johnston H	Market Value	Taxable Value	Starting Balance	Real Estate Net Tax	Other Charges and Credits	Receipts	Parcel Balance
Property Location	7660 HYLAND CROY RD	805,500	97,800	0.00	6,164.34	0.00	(6,164.34)	0.00

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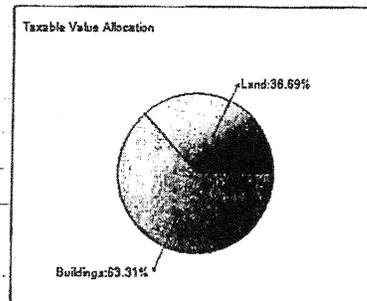
GENERAL INFORMATION

Neighborhood 1711700-JEROME/DUBLIN CSD RES/AG  
Map Number 147000007000

Parcel Number*	Land Use	Market Land	Market Buildings	Market
1700290110000	111 - Agricultural with Buildings *Qualified for Current Agricultural Use Value*	628,600	176,900	
Totals:		628,600	176,900	

Owners	DELINQUENT TAX STATUS	
Means Johnston H	Delinquent Since	n/a
	Advised Delinquent	No
	Under Payment Contract	No
Legal Description	Certified Delinquent	No
	In Bankruptcy	No
VMS 3452	In Foreclosure	No
201502230001329	In Dispute	No
	Last Delinquent	n/a

Pie Chart Summary Level



\* Value may be allocated to more than one parcel. Examples: (1) The value basis for Homestead Credit may be shared between a mobile home parcel and its situs land parcel. (2) Property under one or more Tax Incentive Programs (e.g. TIF district, Enterprise Zone, etc.) may have a base parcel with pre-program values and one or more parcels with values subject to the terms of the program agreements.

\*\* Taxable Value is 35% of Market Value for most taxpayers. The rate is 40% for mobile homes purchased prior to 2000 whose Market Value is based on a depreciation schedule. Taxable Value for Public Utility (PU) parcels is set by the State. The State does not report PU Market Value to the County, so PU Market Value is set equal to Taxable Value.

MOST RECENT TAX SAVINGS	Qualified	Tax Basis Value	
Non-Business Credit	Yes	97,800	766.48
Owner Occupancy Credit	Yes	68,330	133.88
Homestead Credit	Yes	8,750	600.04
CAUV Program	Yes	23,630	12,987.50

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Union County, OH - JEROME TOWNSHIP - DUBLIN CSD

Enter Parcel or Map Number



**Parcel 1700290200000**

**2015 VALUES AND TAXES DUE IN 2016**

Owner Name	GRIFFITH R OLIVER 11/20 DEBORAH	Market Value	Taxable Value	Starting Balance	Real Estate Net Tax	Other Charges and Credits	Receipts	Parcel Balance
Property Location	7540 HYLAND CROY RD	722,780	155,290	0.00	10,819.46	0.00	(10,819.46)	0.00

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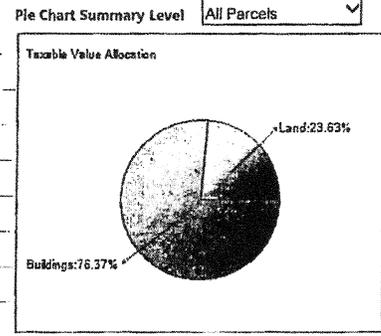
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**GENERAL INFORMATION**

Neighborhood 1711700-JEROME/DUBLIN CSD RES/AG  
 Map Number 1470000008000

Parcel Number*	Land Use	Market Land	Market Buildings	Market
1700290200000	111 - Agricultural with Buildings "Qualified for Current Agricultural Use Value"	383,950	338,830	
<b>Totals:</b>		<b>383,950</b>	<b>338,830</b>	

Owners	DELINQUENT TAX STATUS	
GRIFFITH R OLIVER 11/20 DEBORAH	Delinquent Since	n/a
	Advertised Delinquent	No
	Under Payment Contract	No
Legal Description	Certified Delinquent	No
VMS 3452	In Bankruptcy	No
BK 286 PG 186	In Foreclosure	No
	In Dispute	No
	Last Delinquent	n/a



\* Value may be allocated to more than one parcel. Examples: (1) The value basis for Homestead Credit may be shared between a mobile home parcel and its situs land parcel. (2) Property under one or more Tax Incentive Programs (e.g. TIF district, Enterprise Zone, etc.) may have a base parcel with pre-program values and one or more parcels with values subject to the terms of the program agreements.

\*\* Taxable Value is 35% of Market Value for most taxpayers. The rate is 40% for mobile homes purchased prior to 2000 whose Market Value is based on a depreciation schedule. Taxable Value for Public Utility (PU) parcels is set by the State. The State does not report PU Market Value to the County, so PU Market Value is set equal to Taxable Value.

MOST RECENT TAX SAVINGS	Qualified	Tax Basis Value	
Non-Business Credit	Yes	155,290	1,217.04
Owner Occupancy Credit	Yes	68,300	133.82
Homestead Credit	No	0	0.00
CAUV Program	Yes	12,190	6,889.80

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**PRE-ANNEXATION AGREEMENT**

This Pre-Annexation Agreement (“Agreement”) is entered into on \_\_\_\_\_, 2016, by and between Pulte Homes of Ohio, LLC, a Michigan Limited Liability Company (“the Petitioner”), whose principal mailing address is 4900 Tuttle Crossing Blvd., Dublin, Ohio 43016, and the City of Dublin (“Dublin”), an Ohio municipal corporation, whose principal mailing address is 5200 Emerald Parkway, Dublin, Ohio 43017 (referred to collectively as “Parties”).

**RECITALS**

WHEREAS, the Petitioner is in contract with the property owners to purchase and develop certain real property located on the east side of Hyland-Croy Road, in Jerome Township (the “Property”), being more fully described in the Union County Auditor’s information attached as Exhibit “A” and incorporated herein; and

WHEREAS, the Property is located adjacent to and beyond the present corporate boundaries of Dublin; and

WHEREAS, the Petitioner desires to annex the Property to Dublin in order to obtain municipal services to support the Property; and

WHEREAS, Dublin 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: Dublin will accept the annexation of the Property, unless Dublin does not approve the rezoning application that will be filed concurrently with the annexation petition. In the event the rezoning is disapproved, Dublin agrees that it will not accept the annexation petition.

2. Boundary Adjustment:

(a) In the event that Dublin elects to file a petition for a boundary adjustment after the acceptance of the Property by City Council, such action will practically result in the exclusion of the Property from Jerome Township jurisdiction. Currently, pursuant to Ohio Revised Code Section 709.19, Dublin must make reparations to Jerome Township of a percentage of the Township taxes that would have been due the Township if annexation had not occurred in the amounts as follows:

Years 1 through 3	80.0%
Years 4 through 5	52.5%
Years 6 through 10	40.0%
Years 11 through 12	27.5%
After year 12	0%

(b) If Dublin elects to pursue a Township boundary adjustment, the Petitioner and its successors and assigns hereby agree to compensate Dublin for all reparations payments Dublin is required to make to Jerome Township. To that end, the Petitioner agrees to make a lump sum payment to Dublin upon the approval of the annexation by Dublin City Council in the amount of five thousand dollars (\$5,000.00) as a deposit on the reparations payments that will be due to Jerome Township.

(c) Dublin will deposit all monies received under this subsection in an Agency Fund maintained by Dublin for the purpose of making reparations payments to Jerome Township. In the event that Dublin does not elect to pursue a Township boundary adjustment, Dublin will reimburse the Petitioner or its successors or assigns for all monies received pursuant to this subsection. Additionally, should Dublin elect to pursue a Township boundary adjustment and should there be any excess funds after the expiration of the reparations period they shall be returned to the Petitioner.

(d) The Petitioner and its successors and assigns agree to reiterate these requirements in any deed subsequently conveying the Property. The Petitioner and its successors and assigns also agree that they will reiterate these requirements in any zoning text in the event the Property is rezoned to a Dublin planned development classification.

3. Amendments: Given the uncertainties regarding the potential Property development rate, the Parties recognize the possible need to renegotiate the terms of this Agreement in the future. As a result, this Agreement may be amended, modified, or changed by a written agreement properly executed by Parties.

4. Indemnity: For a period of five (5) years from the execution of this Agreement, Petitioner agrees to indemnify, protect, defend, and hold harmless Dublin from and against all loss, liability, damage, actions, causes of action, or claims for injury, death, loss or damage of whatever nature to any person, property or business interest caused by or resulting from an act or omission of Petitioner or its agents, employees, customers, servants, licensees, tenants, subtenants, guests or invitees in respect to the matters set forth in this Agreement, particularly the reparations outlined above, and from and against any and all costs, expenses or liabilities (including reasonable fees of attorneys, paralegals, experts, court reporters and others) incurred by Dublin in connection with any claim, action or proceeding in respect of any such loss, liability, damage, action, cause of action, or claim.

5. City Services: Dublin agrees it can and will supply water and sewer to the Property and that it has the necessary capacity in both its water and sanitary sewer lines to do so. Petitioner shall pay all applicable fees required to obtain such water and sewer services.

6. Hyland-Croy Right-of-Way. Petitioner agrees that it will dedicate any roadway within its control necessary for improvements to Hyland-Croy to Dublin at no cost should Dublin require it in the future.

7. Concurrent Review. Dublin agrees that Petitioner may file a rezoning application with the Dublin Planning Department, but no Planning and Zoning Commission hearing will be held until after the annexation petition has been filed with the Union County Commissioners. After the annexation petition is filed, such rezoning review shall be limited to Planning and Zoning Commission consideration only, until the consideration of annexation acceptance. City Council will consider the legislation authorizing the rezoning request only if the petition is approved by the Union County Commissioners, and after all Ohio Revised Code waiting periods have expired, and simultaneously with the ordinance accepting the annexation of the property.

8. Council Action: The foregoing obligations and commitments by Dublin contained herein are contingent and shall be effective and enforceable only upon the approval of all necessary legislation and/or motions by Council and the expiration of all referendum periods applicable thereto.

9. Applicable Law: This Agreement shall be governed by, construed, and interpreted in accordance with the ordinances and laws of Dublin, the State of Ohio and the United States, in that order.

10. 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 instrument 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, of the exercise of any right, power or privilege.

11. 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.

12. 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. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto.

13. Successors and Assigns. This Agreement shall run with the land and be binding upon and inure to the benefit of the respective heirs, personal representatives, successors, transferees, and assigns of the parties hereto.

14. 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.

15. Covenants Run With the Land. It is intended that the covenants, easements, agreements, promises and duties set forth in this Agreement shall be construed as covenants which run with the land.

IN WITNESS WHEREOF, the undersigned have set its hand to duplicates hereof, on the day and year first above written.

**PULTE HOMES OF OHIO, LLC**  
a Michigan limited liability company

**CITY OF DUBLIN**  
an Ohio municipal corporation

By: \_\_\_\_\_

By: \_\_\_\_\_  
Dana L. McDaniel

Its: \_\_\_\_\_

Its: City Manager

STATE OF OHIO  
COUNTY OF \_\_\_\_\_: SS

Before me a Notary Public personally came \_\_\_\_\_ on behalf of Pulte Homes of Ohio, a Michigan limited liability company, who acknowledged the foregoing Agreement as its voluntary act and deed.

In Witness whereof I have hereunto subscribed my name and affixed my seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

STATE OF OHIO  
COUNTY OF FRANKLIN: SS

Before me a Notary Public personally came the City of Dublin, an Ohio municipal corporation, by Dana L. McDaniel, its City Manager, who acknowledged the foregoing Agreement as his voluntary act and deed on behalf of the City.

In Witness whereof I have hereunto subscribed my name and affixed my seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

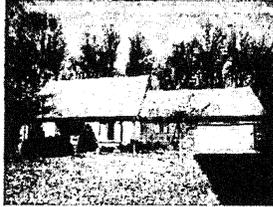
\_\_\_\_\_  
Notary Public

**Exhibit A**  
**Union County Auditor Information**



Union County, OH - JEROME TOWNSHIP - DUBLIN CSD

Enter Parcel or Map Number



**Parcel 1700290110000**

**2015 VALUES AND TAXES DUE IN 2016**

<b>Owner Name</b>	Means Johnston H	<b>Market Value</b>	805,500	<b>Taxable Value</b>	97,800	<b>Starting Balance</b>	0.00	<b>Real Estate Net Tax</b>	6,164.34	<b>Other Charges and Credits</b>	0.00	<b>Receipts</b>	(6,164.34)	<b>Parcel Balance</b>	0.00
<b>Property Location</b>	7660 HYLAND CROY RD														

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**GENERAL INFORMATION**

Neighborhood 1711700-JEROME/DUBLIN CSD RES/AG  
 Map Number 1470000007000

Parcel Number*	Land Use	Market Land	Market Buildings	Market
1700290110000	111 - Agricultural with Buildings *Qualified for Current Agricultural Use Value*	628,600	176,900	
<b>Totals:</b>		<b>628,600</b>	<b>176,900</b>	

**Owners**

Means Johnston H

**DELINQUENT TAX STATUS**

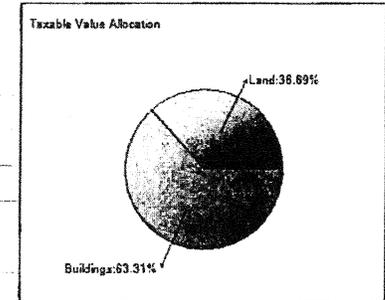
Delinquent Since	n/a
Advised Delinquent	No
Under Payment Contract	No
Certified Delinquent	No
In Bankruptcy	No
In Foreclosure	No
In Dispute	No
Last Delinquent	n/a

**Legal Description**

VMS 3452  
 201502230001329

**Pie Chart Summary Level**

All Parcels



\* Value may be allocated to more than one parcel. Examples: (1) The value basis for Homestead Credit may be shared between a mobile home parcel and its situs land parcel. (2) Property under one or more Tax Incentive Programs (e.g. TIF district, Enterprise Zone, etc.) may have a base parcel with pre-program values and one or more parcels with values subject to the terms of the program agreements.

\*\* Taxable Value is 35% of Market Value for most taxpayers. The rate is 40% for mobile homes purchased prior to 2000 whose Market Value is based on a depreciation schedule. Taxable Value for Public Utility (PU) parcels is set by the State. The State does not report PU Market Value to the County, so PU Market Value is set equal to Taxable Value.

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Homestead Credit	Yes	8,750	600.04
CAUV Program	Yes	23,630	12,987.50

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Enter Parcel or Map Number



**Parcel 1700290200000**

**2015 VALUES AND TAXES DUE IN 2016**

Owner Name	GRIFFITH R OLIVER 11/20 DEBORAH	Market Value	Taxable Value	Starting Balance	Real Estate Net Tax	Other Charges and Credits	Receipts	Parcel Balance
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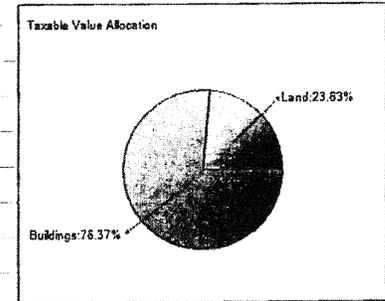
**GENERAL INFORMATION**

Neighborhood 1711700-JEROME/DUBLIN CSD RES/AG  
 Map Number 147000008000

Parcel Number*	Land Use	Market Land	Market Buildings	Market
1700290200000	111 - Agricultural with Buildings *Qualified for Current Agricultural Use Value*	383,950	338,830	
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Owners	DELINQUENT TAX STATUS	
GRIFFITH R OLIVER 11/20 DEBORAH	Delinquent Since	n/a
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VHS 3452	In Bankruptcy	No
BK 286 PG 186	In Foreclosure	No
	In Dispute	No
	Last Delinquent	n/a

Pie Chart Summary Level



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