



**RESOLUTION NO. 54-24**

**RESOLUTION ADOPTING AND APPROVING AN ANNEXATION AND DETACHMENT AGREEMENT WITH THE CITY OF COLUMBUS AND AUTHORIZING ITS EXECUTION**

**WHEREAS**, the City of Columbus (“Columbus”) and Prairie Township (“Prairie” and, collectively with Columbus, the “Parties” and each a “Party”) are political subdivisions located entirely within the State of Ohio, with Columbus and Prairie being contiguous and, in some cases, having overlapping boundaries within areas located within Franklin County, Ohio; and

**WHEREAS**, Prairie owns property located in Columbus and the unincorporated area of Prairie and Prairie seeks to detach the property from Columbus in order to obtain additional grants and further grow the Prairie’s Community Center and related park and recreational opportunities; and

**WHEREAS**, the Parties wish to cooperate in matters affecting the territory to which this Agreement pertains, including the extension and subsequent provision of centralized water and sanitary sewer services within this territory; and

**WHEREAS**, Columbus and Prairie have determined that it is in the best interest of their respective residents, citizens and taxpayers to enter into this Agreement.

**NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF TOWNSHIP TRUSTEES OF PRAIRIE TOWNSHIP, FRANKLIN, COUNTY, OHIO THAT:**

Section 1. The Board of Trustees hereby adopts and approves the Annexation and Detachment Agreement attached hereto marked as "Exhibit A" and incorporated herein by this reference together with such changes therein and amendments thereto not inconsistent with this Resolution and not adverse to the Township.

Section 2. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of the Board and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

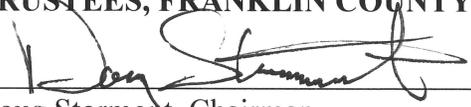
Section 3. This Resolution shall take effect immediately upon its adoption.

Adopted: October 16, 2024

ATTEST:

  
\_\_\_\_\_  
Alec Milam  
Prairie Township Fiscal Officer

**PRAIRIE TOWNSHIP BOARD OF TRUSTEES, FRANKLIN COUNTY, OHIO**

  
\_\_\_\_\_  
Doug Stormont, Chairman

  
\_\_\_\_\_  
Cathy Schmelzer, Vice Chairwoman

  
\_\_\_\_\_  
Rod Pritchard, Trustee

## ANNEXATION AND DETACHMENT AGREEMENT

This Annexation Agreement is made and entered into on \_\_\_\_\_ by and between the City of Columbus (“Columbus” or “City”), duly authorized by Ordinance No. \_\_\_\_\_ passed \_\_\_\_\_, and Prairie Township, Franklin County, Ohio, (“Prairie” or “Township” and collectively “the Parties”) duly authorized by Resolution 54-24 adopted 10/16/24 by the Columbus City Council, and Resolution 54-24 adopted by the Prairie Township Board of Trustees, and pursuant to the provisions of Ohio Revised Code Sections 709.192 and 709.38

**WHEREAS**, the Parties are political subdivisions located entirely within the State of Ohio, with Columbus and Prairie being contiguous and, in some cases, having overlapping boundaries within areas located within Franklin County, Ohio; and

**WHEREAS**, the Township owns property located in the City and the unincorporated area of the Township and the Township seeks to detach the property from the City in order to obtain additional grants and further grow the Township’s Community Center and related park and recreational opportunities; and

**WHEREAS**, the Parties wish to cooperate in matters affecting the territory to which this Agreement pertains, including the extension and subsequent provision of centralized water and sanitary sewer services within this territory; and

**WHEREAS**, Columbus and Prairie have determined that it is in the best interest of their respective residents, citizens and taxpayers to enter into this Agreement upon the terms hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the City of Columbus and Prairie Township agree as follows:

### SECTION 1 DESIGNATION OF TERRITORIES

1. The City of Columbus and Prairie Township agree that upon the date of the final signature set forth below (“Execution Date”) of this agreement the parcels listed below and described on Attachment A, which is attached hereto and incorporated by reference herein (“Parcels”), shall remain in Prairie Township and shall be eligible for detachment as provided for herein.

2. The Parties further agree that the Parcels will continue to receive or will be eligible to receive Columbus water and/or sanitary sewer service, including enlargement, extension or new service, subject to the terms of this Agreement. The Parties also agree that such services will be delivered through separate water and/or sanitary sewer service contracts between Columbus and Franklin County (“Service Contracts”).

### SECTION 2 EFFECTIVE DATE

The Effective Date for this Agreement shall be the date that the Franklin County Commissioners approve the final detachment petition for any of the Parcels. If the Effective Date has not occurred within nine months of the Execution Date, this entire Agreement shall be null and void and of no further force and effect.

### **SECTION 3 DETACHMENT OPTION**

1. Within nine months of the Execution Date, the property owner of any of the Parcels may file a petition for detachment with the Franklin County Commissioners pursuant to ORC 709.38. Columbus shall take all steps necessary to assent to such detachment. This Agreement and the authorizing ordinance shall serve as the City's consent pursuant to ORC 709.38 for the detachment of the Parcels in the event the owner of a parcel elects to detach.

2. After detachment and upon the Effective Date, the following provisions will be applicable to the Parcels:

- a. Upon the detachment, Prairie Township shall not be required to assume any existing indebtedness or make any payments to Columbus as set forth in ORC 709.38.
- b. After detachment and during the term of this Agreement, the Parcels are to remain in the Township and not be annexed to the City, and the Parcels shall be treated as "areas that will not be annexed" pursuant to ORC 709.192(C)(2).
- c. If, during the term of this Agreement, an annexation petition is filed seeking to annex to the City of Columbus any of the Parcels, Columbus shall refuse to accept the petition and refuse to furnish any City services to the Parcels should they be annexed to Columbus or any other municipality.
- d. Any detached Parcel that is currently receiving Columbus water and/or sewer service may continue to do so; however, any enlargement or extension of that service, or provision of new service, shall be subject to the terms and conditions as provided for by the Service Contracts.
- e. All land-disturbing activities on any detached Parcel shall incorporate adequate stormwater controls and management, and the Township shall use its best efforts to comply fully with the requirements the City of Columbus Stormwater Drainage Manual (current edition). If compliance with the City of Columbus Stormwater Drainage Manual is not feasible, the Township shall comply with the requirements of the Franklin County Stormwater Drainage Manual (current edition) and shall provide written notice to the Director of the Department of Public Utilities of the reasons for the infeasibility of application of the City of Columbus Stormwater Drainage Manual.

- f. During the term of this agreement, the Parties agree to consider the feasibility of the following: water and/or sanitary sewer service without annexation for Prairie Township government property; and conformance of boundaries for City of Columbus government properties where a boundary overlap exists between the Parties.

#### **SECTION 4 JOINT PLANNING EFFORTS**

The Parties acknowledge that there is an immediate need for affordable, sustainable, transit-oriented housing options in the City and the Township. As such, the Parties agree to have representatives from each entity to negotiate in good faith to develop and implement a strategy to address the housing crisis in the region. Such topics for review and discussion may include zoning regulations, housing density, mixed use development, water and sewer service without annexation, annexation agreements, the Big Darby Watershed Master Plan, transportation, and such other issues that the Parties determine. The foregoing notwithstanding, the Parties acknowledge there is no obligation for the parties to reach a mutually acceptable agreement out of those good faith negotiations.

#### **SECTION 5 CURRENT POLICY REMAINS**

1. After the Effective Date, the City's historic annexation policy applies and, pursuant to that policy and as except as otherwise provided for in this Agreement, parcels may not obtain water and/or sewer service without annexing to Columbus. Moreover, if the parcel was receiving water and/or sewer service as of the Effective Date, the service may not be extended or enlarged without annexation.

#### **SECTION 6 ADDITIONAL PROVISIONS**

1. The initial term of this Agreement (the "Initial Term") shall be for a period of ten (10) years, commencing on the Effective Date. The Parties may agree to extend this Initial Term for an additional period of five (5) years or other agreed upon time. Any extension of this Agreement must be approved by Columbus City Council and Prairie Township Board of Trustees. The "Term" of this Agreement shall include the Initial Term and any extensions thereof pursuant to this Section.

2. In the event the Parties have a dispute as to any of the terms or applicability of this Agreement, the Parties agree to use their best efforts to resolve the dispute through a mutually acceptable non-binding mediation process prior to any Party filing a lawsuit in connection with such dispute. Each Party participating in mediation shall pay its own costs of mediation, including its proportionate share of the compensation and administrative

expenses required by the mediator and by the mediation services provider selected by the Parties. If a mediator has not been selected by the Parties within twenty (20) days after one of the Parties has requested that a dispute arising under this Agreement be mediated, then within ten (10) days thereafter, each Party shall select one qualified mediator and, within five (5) days of the date of their selection, the two persons so selected shall select a third qualified mediator who will serve as the sole mediator for the dispute. Nothing in this section prevents either party from filing a lawsuit or pursuing other remedies that may be available.

3. A failure to comply with the terms of this Agreement shall constitute a default hereunder. A Party in default shall have ninety (90) days after receiving written notice from another Party of the event of default to cure the default. If the Party has taken no action to diligently pursue curing the default, the defaulting Party is in breach of this Agreement and a non-defaulting Party may sue the defaulting Party for specific performance or injunctive relief under this Agreement or for damages or both and may pursue such other remedies as may be available at law or in equity, including as provided in Section 709.192 of the Ohio Revised Code.

4. This Annexation Agreement may only be amended, revised or altered pursuant to an amendment in writing, executed by the Parties, and properly promulgated and approved by their respective legislative authorities.

5. In the event that this Agreement, or any of its terms, conditions or provisions, is challenged by any third party in a court of law, the Parties agree to cooperate with one another and to use their best efforts in defending this Agreement with the object of upholding this Agreement. Each Party shall bear its own costs in any such proceeding challenging this Agreement or any term or provisions thereof.

6. The Parties agree to cooperate with one another and to use their best efforts in the implementation of this Agreement and to sign or cause to be signed, in a timely fashion, all other necessary instruments, legislation, petitions and similar documents, and to take such other actions as are necessary to effectuate the purposes of this Agreement.

7. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors; subject, however, to the specific provisions hereof. This Agreement shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. This Agreement is not intended to and does not create rights or benefits of any kind for any persons or entities that are not a Party to this Agreement.

8. All notices, demands, requests, consents or approvals shall be addressed to:

a. Prairie at:

Prairie Township Board of Trustees  
23 Maple Drive

Columbus Ohio 43228  
Attention: Township Administrator

Columbus at:

The City of Columbus, Ohio  
Department of Public Utilities  
910 Dublin Road  
Columbus, Ohio 43215  
Attention: Director of Public Utilities

The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, consents, demands, requests or other communications shall be sent.

9. This Agreement shall be governed exclusively by and construed in accordance with the laws of the state of Ohio, and in particular, ORC 709.192 and 709.38 in effect as of the date of execution of this Agreement. In the event that any provision of ORC 709.192 or 709.38 is amended or is supplemented by the enactment of one or more new sections of the Revised Code relating to annexation agreements, the Parties shall follow the provisions of ORC 709.192 existing on the date of execution of this Agreement, unless the Parties agree to amend this Agreement in accordance with Section 6 of this Agreement.

10. This Agreement may be executed in multiple counterparts, each of which shall be considered an original copy of the Agreement.

IN TESTIMONY WHEREOF, the Parties have caused multiple counterparts hereof to be duly executed on or as of the Effective Date of this Agreement.

[SIGNATURE PAGE FOLLOWS]

**PRAIRIE TOWNSHIP  
(FRANKLIN COUNTY), OHIO**

Date: 10/16/24

By:   
Trustee

By:   
Trustee

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

APPROVED AS TO FORM:

  
Peter Griggs, Law Director  
Prairie Township

10-21-2024  
Date

**CITY OF COLUMBUS, OHIO**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Director of Public Utilities  
City of Columbus, Ohio

APPROVED AS TO FORM:

\_\_\_\_\_  
Zach M. Klein, Columbus City Attorney

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**DETACHMENT PARCELS**

Prairie Township Community Center	010-291856
Potential COTA Station	010-291855
Prairie Township Sports Complex	010-258012
Morbitzer 1	010-259859
Morbitzer 2	010-259860