



Office of the City Manager
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Memo

To: Members of Dublin City Council
From: Marsha I. Grigsby, City Manager 
Date: October 9, 2014
Initiated By: Paul A. Hammersmith, PE, Director of Engineering/City Engineer
Barbara A. Cox, PE, Engineering Manager – Development
Re: Resolution 84-14 – A Resolution Authorizing the City Manager to Enter into an Infrastructure Agreement with Homewood Corporation for the Avondale Woods Development

Summary

The Homewood Corporation (Homewood) has been working closely with staff on the plans for a development to the west of Avery Road and south of Rings Road. This development proposal is for a mix of residential uses and is called Avondale Woods.

Because the property requires rezoning to a Planned Unit Development District, Homewood was required to have a traffic impact study (TIS) performed. The TIS evaluates the impacts the additional traffic will have on the surrounding roadway network and suggests mitigation measures for these impacts. The Avondale Woods TIS proposes the following mitigations for this proposed development:

- A limitation to the number of units before a second access is needed for fire access
- A limitation to the number of units before at least one regional connection is needed (the extension of Hayden Run Boulevard or Tuttle Crossing Boulevard)
- A requirement of property acquisition for the extension of the northern entrance to a future Tuttle Crossing Boulevard (west of Avery Road)
- A monetary contribution to the future extension of Tuttle Crossing Boulevard to the west of Avery Road
- The installation of a future traffic signal at Avondale Woods Boulevard and Avery Road
- A monetary contribution to the extension of Tuttle Crossing Boulevard between Avery and Wilcox Roads

In order to memorialize Homewood's contribution to the above-referenced mitigation measures, staff drafted the attached Infrastructure Agreement. The Infrastructure Agreement has terms that define the mitigation measures and when these measures are to be implemented. Homewood has reviewed the Infrastructure Agreement and has agreed to the terms contained therein.

Recommendation

Staff recommends approval of Resolution 84-14, authorizing the City Manager to enter into an Infrastructure Agreement with Homewood Corporation for the Avondale Woods development.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

84-14

Resolution No. _____ Passed _____, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INFRASTRUCTURE AGREEMENT WITH HOMEWOOD CORPORATION FOR THE AVONDALE WOODS DEVELOPMENT

WHEREAS, the Community Plan has stated objectives to implement the Thoroughfare Plan with development opportunities to ensure that roadway improvements are committed and to maintain an acceptable balance between public and private sector responsibilities for roadway improvements; and

WHEREAS, the Homewood Corporation (Homewood) desires to create the Avondale Woods development; and

WHEREAS, Homewood performed a traffic impact study (TIS) as required for rezoning for the Avondale Woods development; and

WHEREAS, Homewood has worked closely with City of Dublin staff regarding mitigation measures for the impacts identified in the TIS and the terms of the proposed Infrastructure Agreement.

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

Section 1. The City Manager is hereby authorized to execute the attached Infrastructure Agreement with Homewood Corporation for the Avondale Woods Development in substantially the same form as attached, with changes not inconsistent with this Resolution and not substantially adverse to this City and which shall be approved by the City Manager. The approval of changes thereto by those officials, and their character as not being substantially adverse to the City, shall be evidenced conclusively by their execution thereof.

Section 2. This resolution shall take effect upon adoption in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2014.

Mayor - Presiding Officer

ATTEST:

Clerk of Council

**INFRASTRUCTURE AGREEMENT
FOR THE
AVONDALE WOODS DEVELOPMENT**

This Infrastructure Agreement (the "*Agreement*") dated _____, 2014, by and between the **CITY OF DUBLIN, OHIO** ("*Dublin*"), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the "*State*") and its Charter, and **HOMEWOOD CORPORATION** ("*Developer*" and collectively with Dublin, the "*Parties*"), a corporation, witnesseth:

WHEREAS, the Developer is presently engaged in the improvement of certain land in the City of Dublin, Ohio (within Franklin County) and is desirous to participate in the construction of public street infrastructure, and related public facilities to service the residential lots located in a development known as Avondale Woods (the "*Development*");

WHEREAS, the Developer has completed a traffic impact study ("*TIS*") for the Development that has been reviewed and approved by Dublin, the City of Columbus and the Franklin County Engineer (the "*Jurisdictions*");

WHEREAS, the Parties agree to enter into this Agreement relating to the construction of certain transportation improvements to the surrounding roadway network to mitigate the impact of the additional traffic generated by the Development; and

WHEREAS, the costs used in this Agreement were developed by Dublin's engineer (American Structurepoint) and reviewed and approved by Dublin;

NOW THEREFORE, the Parties covenant, agree and obligate themselves as follows:

1. To ensure fire access and effective traffic distribution, a limitation of 126 units is in place until the second access way from the north end of the site to Avery Road is constructed.
2. A cap of 185 units is in place until at least one regional connection (either Tuttle Crossing Boulevard or Hayden Run Boulevard, between Emerald/Britton Parkway and Avery Road) is constructed.
3. The Developer is solely responsible for the construction and property acquisition (easement and/or right of way) for the local roadway between their northern property line and extension of Tuttle Crossing Boulevard to the west from Avery Road.
4. The Parties agree that this Development contributes approximately 2.8% of the projected traffic along the future extension of Tuttle Crossing Boulevard west of Avery Road. This portion of Tuttle Crossing Boulevard is programmed to be a 4-lane divided roadway. The Developer shall contribute \$55,000 (2.8% of \$1,961,000) towards this roadway construction. This contribution shall be made when the application is approved for the Final Development Plan for Phase 5 (as laid out in the rezoning approval) or the bid is accepted by Dublin City Council for this portion of Tuttle Crossing Boulevard, whichever is first.

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DATE OF AGREEMENT: _____

5. The Developer shall install a traffic signal, at their sole cost and to City of Columbus standards, at the intersection of Avery Road and Avondale Woods when the plat(s) for any units beyond the first 56 units are recorded, or at the earliest possible time allowed by the City of Columbus. The Developer shall also coordinate with the City of Columbus on the interaction of this intersection with the Avery Road and Hayden Run Boulevard intersection. The Developer shall assume all costs to acquire all necessary easements or right of way and to relocate any private utilities for this improvement. The Developer is responsible for any plan review and inspection fees required by the City of Columbus for this signal installation.
6. The Developer shall contribute \$492,800 (4.48% of \$11,000,000) towards Dublin's Tuttle Crossing Boulevard extension project (includes roundabouts at Wilcox Road and Avery Road intersections with Tuttle Crossing Boulevard, the widening of Avery Road between Tuttle Crossing Boulevard and Rings Road west, and a roundabout at the Rings Road west, Cara Road and Avery Road intersection). This contribution shall be made when the application is approved for the Final Development Plan for Phase 5 (as laid out in the rezoning approval) or the bid is accepted by City Council for this portion of Tuttle Crossing Boulevard, whichever is first.
7. The Developer will submit detailed plans and specifications, for the improvements to be installed by the Developer, to the appropriate jurisdiction for review and approval. No work shall begin until such time that the appropriate jurisdictions have granted approval of the plans and specifications.
8. The Developer shall repair, replace or correct any improvements, that have been improperly installed or which have been proven faulty during the Maintenance Periods. The length of the Maintenance Period shall be in accordance with City of Columbus Code or the Dublin Subdivision Regulations.
9. Indemnification and Hold Harmless. The Developer agrees to defend, indemnify, protect and hold harmless the Jurisdictions, their elected officials, officers, employees, agents, and volunteers from and against any liability for all actions, claims, losses, damages, costs and/or expenses (including reasonable attorney's fees) to the extent that such actions, claims, losses, damages, costs and/or expenses arise out or are in any way caused by the performance or non-performance of this Agreement, either directly or indirectly, irrespective of whether such actions, claims, losses, damages, costs and/or expenses are caused by the acts, omissions or conduct of the Developer or its employees, agents and representatives.
10. Notices. Except as otherwise specifically set forth in this Agreement, notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or by certified mail, postage prepaid and return receipt requested, addressed to the other Parties at the addresses set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other addresses as the recipients shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused.

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DATE OF AGREEMENT: _____

A duplicate copy of each notice, certificate, request or other communication given hereunder to the Parties shall be given also to the others. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificate, requests or other communications shall be sent.

(a) As to Dublin:

City of Dublin, Ohio
Attention: Director of Engineering
5800 Shier-Rings Road
Dublin, Ohio 43016-7295

(b) As to Developer:

Homewood Corporation
Attention: Jim Lipnos, President
2700 E. Dublin-Granville Road, Ste 300
Columbus, Ohio 43231

11. Extent of Provisions Regarding the Parties; No Personal Liability. No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future trustee, member, officer, agent or employee of the Parties in an individual capacity, and to the extent authorized and permitted by applicable law, no official executing or approving the Parties' participation in this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.
12. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Parties, and their respective permitted successors and assigns. The Parties will observe and perform faithfully at all times all covenants, agreements and obligations under this Agreement.
13. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws.

IN TESTIMONY WHEREOF, Dublin, and the Developer have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

(Signatures are on next page.)

INFRASTRUCTURE AGREEMENT FOR THE AVONDALE WOODS DEVELOPMENT

DATE OF AGREEMENT: _____

Developer:

Signature Date
Printed Name: Jim Lipnos, President
Company Name: Homewood Corporation

City of Dublin, Ohio

Signature Date
Marsha I. Grigsby, City Manager

Approved as to form:

Stephen Smith Date
Law Director