



Office of the City Manager
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Phone: 614-410-4400 • Fax: 614-410-4490

Memo

To: Members of Dublin City Council

From: Dana L. McDaniel, City Manager

Date: June 4, 2015

Initiated By: Megan D. O' Callaghan, PE, Public Works Director
Paul A. Hammersmith, PE, Director of Engineering/City Engineer
Steve Langworthy, Planning Director
C. Aaron Stanford, PE, Senior Civil Engineer
Claudia D. Husak, AICP, Planner II

Re: Ord. 35-15 - Rezoning approximately 152.2 acres from R, Rural District and R-1, Restricted Suburban Residential District to PUD, Planned Unit Development District for the potential development of the site with up to 185 single-family lots and approximately 76 acres of open space on the west side of Avery Road, north of the intersection with Belvedere Green Boulevard under the provisions of Zoning Code Section 153.050 and a preliminary plat for 185 single-family lots, rights-of-way, and open space in accordance with Chapter 152, the Subdivision Regulations (Case #14-068Z/PDP/PP).

Ord. 36-15 (Amended) - An Ordinance Authorizing the City Manager to Enter Into An Infrastructure Agreement with Davidson Phillips, Inc. for the Riviera Development

Summary

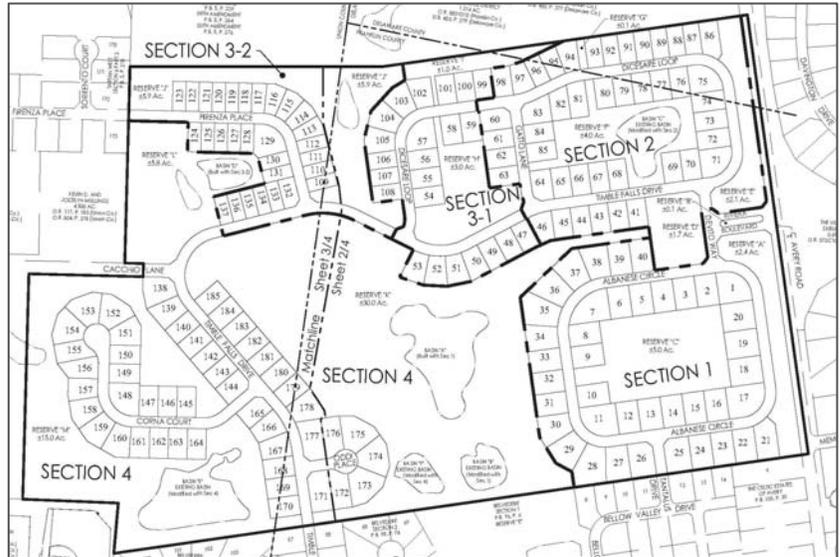
Both ordinances were introduced at the May 18, 2015 City Council meeting. Council members requested the applicant reconsider addressing tree preservation by relocating or removing Lots 40 and 41 from the preliminary development plan, and provide additional requirements in the architectural standards for the proposed development. Council members requested information regarding landmark trees, asphalt driveways, open space maintenance, proposed sanitary sewer upgrades and the benefits and funding of the Hyland-Croy Road connection.

Rezoning

Tree Preservation

The applicant has revised the development text and the preliminary development plan to address some of the requests by Council. To preserve the trees on Lot 41, the applicant has decreased the size of Lots 30 through 40, as they exceeded 100 feet in width in the previous plan.

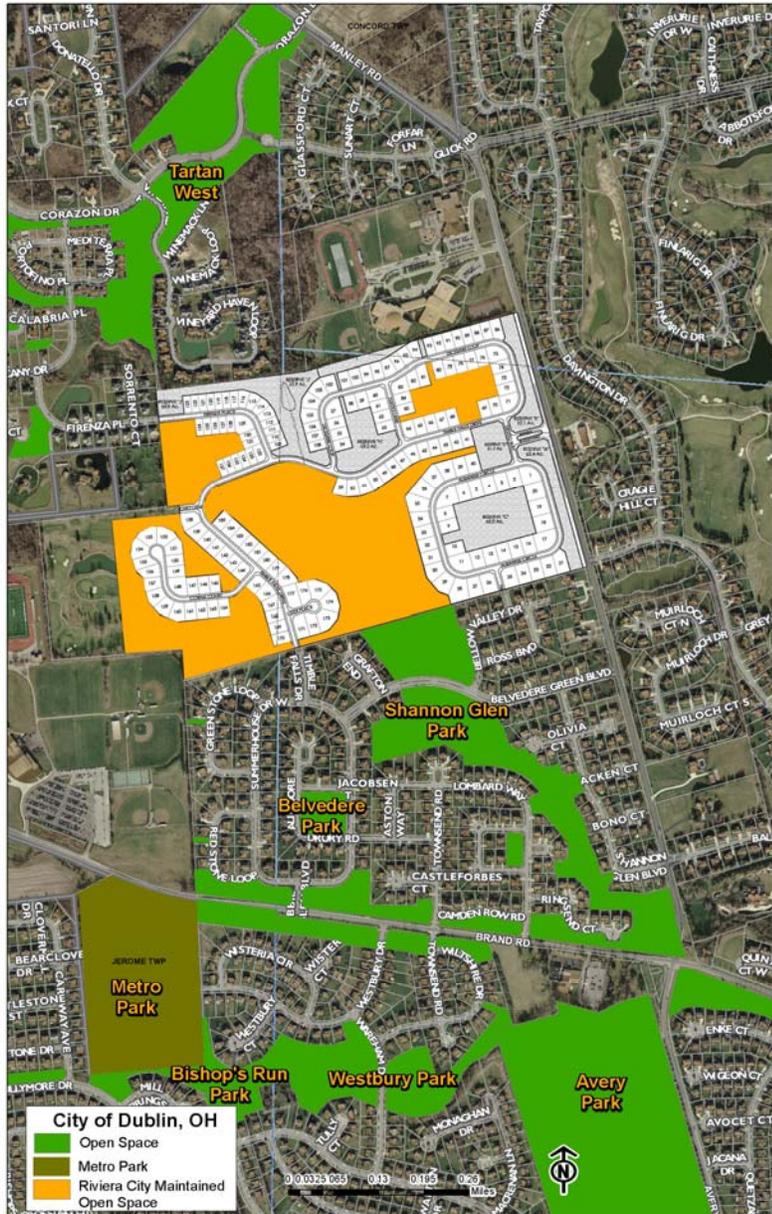
The revised lots still meet the text requirement of 100-foot lots within this Subarea but allow the location of Lot 40 to adjust away from the trees. A lot was relocated between Lots 86 and 93 to adjust the location of Lot 41. The revised plan continues to show 185 lots on the 152.2-acre site for an overall density of 1.22 units per acre. The lot relocation also adjusted the distribution of open space, however, the overall number remains the same at 76.1 (50%).



The Zoning Code defines a protected tree as a tree that is 6 inches in diameter or larger. Replacement is required for such trees removed that are in good or fair condition. There is no definition for Landmark trees, however, when Tree Waivers are requested of Council, Landmark trees are listed as those over 24 inches in diameter. Several years ago, there was a community volunteer effort that inventoried landmark trees in the City, which was translated into a GIS database. However, at this point much of this data is over 20 years old.

The current proposal more effectively preserves significant trees. The applicant has made efforts to identify those trees that existed prior to the development of the golf course (around the stream and the two large oak trees). To ensure tree protection during construction, the development text includes requirements for metal or wood fencing around landmark trees and City inspections and approval of tree protection fencing prior to issuance of construction permits. In addition, the development text indicates more detailed tree protection measures with the final development plan, which is appropriate, as more details regarding utilities and grading as well as tree conditions will be available.

Open Space Provision and Maintenance



The proposal continues to include all open space to be owned by the City of Dublin, exceeding the required open space dedication in the Subdivision Regulations by 63 acres. The central open space will provide an important preservation of the stream corridor and a community connection to the open spaces in Belvedere and Shannon Glen and farther south to Avery Park, Westbury Park and the Metro Park as well as to the north in Tartan Ridge.

The City will maintain approximately 55 acres of open space, which consist of the largest reserves around the stream in the center of the site and the reserves containing stormwater management ponds. The Public Services Committee of Council recently met to discuss the topic of Homeowners Association maintenance of City-owned open space. It is noteworthy from that discussion that the maintenance responsibilities of Homeowners Associations vary widely in the City; for example, all of the open space in Oak Park (50% of the site) is maintained by the City, while all of the open space in

Tartan West (42% of the site) is maintained by the HOA.

Staff has re-evaluated the anticipated cost associated with maintaining the open space for both the City of Dublin and the HOA. The estimated costs are only for maintenance and do not include any costs for improvements or equipment such as pond aerators, landscaping and furnishings. Additionally, the current proposal does not include a landscape plan or park development plans for which costs could be estimated as these details will not be required until the final development plan stage. Staff has used current contract pricing for all the estimates.

City of Dublin owned and maintained:

- approximately 55 acres
- approximately 6 acres of ponds
- assumption of approximately 50% of land being managed in a natural state
- assumption the remaining 50% to be in mowed and routinely maintained turf

Annual projected maintenance costs = \$90,000/ year

City of Dublin owned/Home Owner Association maintained:

- approximately 21 acres
- assumption of 1 pond (no stormwater function)
- assumption of 100% of the land to be in mowed and routinely maintained turf
- also assumes an entry feature and somewhat routine landscaping

Annual projected maintenance costs = \$60,000

With the proposed 185 lots and the assumption that each lot has the same HOA dues, Staff estimates that each lot owner would incur \$325 per year for open space maintenance fees.

Development Text

The applicant has revised the development text to require four-foot wide walks from the home to the public sidewalk. Asphalt has also been added as a permitted driveway material. The Planning and Zoning Commissions requested in their approval recommendation that asphalt not be a permitted driveway material. The Code requires hard surface for driveways and permits asphalt, concrete and pavers. Staff has conducted research and found that Subarea C of the recently approved empty-nester Deer Run development does not permit asphalt as a driveway material. Other Planned Districts refer to the Zoning Code for permitted materials.

Preliminary Plat

The proposed preliminary plat subdivides 152 acres of land into 185 single-family lots and thirteen reserves of open space. The plat also provides rights-of-way for eleven public streets.

The Subdivision Regulations require the dedication of 13 acres (8.5%) of open space based on the size of the site and the maximum number of units proposed; however, the applicant is providing 76 acres (50%). The plat includes reserves labelled A through M.

Infrastructure Agreement

This proposed development provides the opportunity for a public roadway connection from the western edge of this development to Hyland-Croy Road. This connection will help disperse traffic to multiple access points and to reduce the traffic that would utilize existing roadways in adjacent residential neighborhoods. The developer will dedicate all right-of-way necessary to construct this roadway on property that they control. The City will assume all costs to acquire additional necessary right of way necessary for the connection. The City will coordinate and fund the design and construction of this roadway connection, as well as a southbound left and northbound right turn lane on Hyland-Croy Road, as identified in the Traffic Impact Study. These

improvements will be programmed prior to the approval of a final plat that includes the Firenza Place connection to Tartan West. As previously mentioned to Council, staff will propose a 25% TIF to pay for this improvement.

Sanitary Sewer Capacity Analysis

As previously indicated, a detailed sanitary sewer capacity analysis (study) of the North Fork Indian Run Sanitary Sewer trunk was required for this development. The applicant retained a consultant to perform this analysis who modeled the entire tributary area consisting of 3,740 acres. The analysis concluded there are modeled system deficiencies in the North Fork Indian Run trunk south of I-270 near the Cardinal Health campus, yet north of the Online Computer Library Center (OCLC). These deficiencies could possibly cause sanitary sewage overflows north of I-270, even without the Riviera Development. The study conclusions provided four alternative solutions to the capacity deficiencies, including preliminary cost estimates for each alternative. The preferred solution is Alternative #3, an augmentation parallel relief sanitary sewer which provides new pipe segments parallel (and adjacent to) existing pipe segments located south of I-270 near OCLC. The effect of this improvement is to provide additional system capacity within this portion of the trunk sewer. The City will fund this improvement and the preliminary cost estimate is \$420,200. The developer previously funded \$47,740 toward this analysis.

Recommendation from the Planning and Zoning Commission

The Planning and Zoning Commission recommended approval of the Rezoning/Preliminary Development Plan to City Council on April 9, 2015 with the conditions listed below. The applicant has addressed the conditions requiring development text updates (Conditions 5 – 11), a revision to the TIS was submitted fulfilling Condition 3, the plans have been updated to address Condition 12, and Condition 13 will be addressed at the final development plan stage. All other conditions need to be addressed as part of the Infrastructure Agreement.

Rezoning/Preliminary Development Plan Conditions

- 1) That the applicant enter into an infrastructure agreement with the City, prior to submitting the first Final Development Plan, for development thresholds and public project contributions including the necessary sanitary sewer system improvements;
- 2) That the applicant work with the City to program a direct site connection to Hyland-Croy Road to the satisfaction of the City Engineer prior to the approval of a Final Plat that includes the Firenza Place connection to Tartan West;
- 3) That the developer update the traffic impact study to the satisfaction of the City Engineer prior a City Council hearing of the rezoning;
- 4) That as part of the development of Section 1, the applicant provide a northbound left-turn lane on Avery Road into the site and a pedestrian crossing system for Avery Road, to the satisfaction of the City Engineer;
- 5) That the development text be revised to eliminate vinyl as a permitted window option and allow the applicant to request approval of specific vinyl window products at the Final Development Plan stage if so desired;
- 6) That the development text be revised to eliminate vinyl as a shutter material;

- 7) That the development text be updated to eliminate asphalt as a permitted driveway material;
- 8) That the development text be updated to address the language on page AS-1 in accordance with the Commission comments;
- 9) That the development text be updated to limit all siding as the building material to 25% of the total homes within Subareas A and B;
- 10) That the development text be updated to limit stucco to no more than 50% of the primary façade of a home;
- 11) That the development text regarding the review authority of the Architectural Review Committee be updated to revise page AS-1, Section II. B. 1. to add architectural character and level of detail of architectural elements to the review authority of the ARC;
- 12) That the stormwater management areas be maintained by the City of Dublin and the development text and plans be updated accordingly; and
- 13) That consistent mailboxes be submitted for review and approval at the final development stage.

The Planning and Zoning Commission also recommended approval of the Preliminary Plat to City Council on April 9, 2015 with the condition listed below, which has been addressed in the submission to City Council.

Preliminary Plat Condition

- 1) That the applicant ensure that any minor technical adjustments to the plat, are made prior to City Council submittal.

Recommendation

Planning recommends City Council approval of Ordinance 35-15 at the second reading/public hearing on June 8, 2015.

Planning also recommends City Council approval of the preliminary plat on June 8, 2015.

Staff also recommends City Council approval of Ordinance 36-15 at the second reading/public hearing on June 8, 2015.

RECORD OF ORDINANCES

Ordinance No. 36-15 (AMENDED) Passed _____, 20____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INFRASTRUCTURE AGREEMENT WITH DAVIDSON PHILLIPS, INC. FOR THE RIVIERA DEVELOPMENT

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

WHEREAS, Davidson Phillips, Inc. ("Developer") desires to create the Riviera development; and

WHEREAS, the Developer has performed a traffic impact study (TIS) as required for rezoning for the Riviera development; and

WHEREAS, the Developer has completed sanitary sewer modeling for the Development that has been reviewed and approved by the City of Dublin; and

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 certain sanitary sewer improvements to the downstream trunk sewer to address existing system capacity deficiencies and mitigate the impact of the additional sewer flow generated by the Development.

NOW, THEREFORE, BE IT ORDAINED 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 Davidson Phillips, Inc. for the Riviera 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 Ordinance shall take effect upon the earliest date permitted by law.

Passed this _____ day of _____, 2015.

Mayor - Presiding Officer

ATTEST:

Clerk of Council

To: Members of Dublin City Council

From: Dana L. McDaniel, City Manager

Date: May 14, 2015

Initiated By: Megan D. O'Callaghan, PE, Public Works Director
Paul A. Hammersmith, PE, Director of Engineering/City Engineer
C. Aaron Stanford, PE, Senior Civil Engineer

Re: Ordinance 36-15 An Ordinance Authorizing the City Manager to Enter into an Infrastructure Agreement with Davidson Phillips, Inc. for the Riviera Development

Summary

Davidson Phillips is proposing to develop a residential development on the site of the current Riviera Golf Club. As this requires the property to be rezoned, staff has been working on the proposal to ensure that the plans meet the criteria for review and approval as described in section 153.050 of the Zoning Code. As a condition of the rezoning approval the applicant is required to enter into an infrastructure agreement with the City to mitigate impacts of the development.

Transportation Analysis

As the property requires rezoning to a Planned Unit Development District, the developer was required to have a traffic impact study (TIS) performed. The TIS evaluates impacts of the additional traffic on the surrounding roadway network and suggests mitigation measures for these impacts. The Riviera TIS identifies the following improvements for this proposed development:

Avery Road Improvements

- A northbound left turn lane will be required on Avery Road at the proposed site entrance. This improvement will be required with the first phase of development and the developer is solely responsible for all costs associated with the construction of this turn lane.

Avery Road Pedestrian Crossing

- A pedestrian crossing system will be installed across Avery Road at the intersection with Memorial Drive. This shall be installed in conjunction with the Avery Road turn lane improvement as a part of the development of Section 1. The developer will install the necessary sidewalks, curb ramps, crosswalk markings and pole foundations. The City will be responsible for installing the pedestrian crossing warning system.

Hyland-Croy Roadway Connection

- A public roadway connection from the western edge of this development to Hyland-Croy Road will be necessary to help disperse traffic to multiple access points and to reduce the traffic that would utilize existing roadways in adjacent residential neighborhoods. The developer will dedicate all right-of-way necessary to construct this roadway on property

that they control. The City will be responsible for the remaining right-of-way costs associated with the roadway connection. This connection will also necessitate the construction of left and right turn lanes from Hyland-Croy Road to the new roadway. These improvements will be programmed prior to the final plat being approved for the phase of Riviera that would connect to existing Firenza Place to the north.

Other Off-Site Improvements

- The TIS also identified other off-site intersections that will be impacted by the development. The following table lists the impacted intersections and the site’s contributions.

Offsite Improvements Table

Intersection Improvement	Improvement Estimate	Percent Site Contribution	Site Contribution
Avery Rd and Brand Rd roundabout	\$2,000,000	3.0%	\$60,000
Hyland-Croy Rd and Post Rd intersection improvement	\$2,000,000	1.3%	\$26,000
Jerome Rd and McKitrick Rd roundabout	\$1,000,000	1.8%	\$18,000
Hyland-Croy Rd and McKitrick Rd roundabout	\$1,000,000	1.1%	\$11,000
Hyland-Croy Rd and Brand Rd roundabout expansion	\$500,000	2.0%	\$10,000
Total	\$6,500,000	1.92%	\$125,000

This contribution shall be made with the approval of the Final Plat for the first phase or December 31, 2015, whichever occurs first.

Sanitary Sewer Capacity Analysis

A detailed sanitary sewer capacity analysis of the North Fork Indian Run Sub-trunk was required for this development. The Developer retained EMH&T to commission this study. EMH&T modeled the entire tributary area (3,740 acres) for this sanitary sewer. Capacity analysis was performed with and without the proposed development.

The analysis concluded that there were system deficiencies, namely pipe segments to the north of I-270 near the Cardinal Health property, even without the Riviera development. The study also provided four alternatives as solutions to the capacity deficiencies and provided preliminary cost estimates for each alternative. The preferred solution is Alternative #3, an augmentation parallel relief sewer. The City will fund this improvement and the preliminary cost estimate is \$420,200.

Open Space Maintenance

There are significant areas of open space that will be dedicated to the City of Dublin from the Riviera development. Staff has reviewed the open spaces and the uses planned for the areas and developed preliminary cost to maintain these areas.

Stormwater Features

- Within the open spaces there are 9 ponds. The estimated costs to maintain the ponds are as follows:
 - Pond maintenance: \$7,605 per year
 - Aerators: \$19,440 per year for electrical service. The cost to run electric to each pond is not yet determined.
 - Motors and other electrical equipment: \$22,500

The anticipated initial installation cost is \$72,945. The annual maintenance operating cost is estimated to be \$27,045 per year thereafter.

Turf Maintenance

- There are over 56 acres of open space that the City will be responsible to maintain with the proposed development. The anticipated cost to mow and apply fertilizer to these areas along with maintaining the naturalized/prairie areas is \$188,157.

In order to memorialize Davidson Phillips' contribution to the above-referenced mitigation measures, a draft of the Infrastructure Agreement was created. The Infrastructure Agreement has terms that define the mitigation measures and when these measures are to be implemented.

Tax Increment Financing (TIF)

In order to provide a revenue stream to finance the City's portion of the public infrastructure improvements identified in the Riviera TIS and the relief sewer, currently estimated at \$2 - \$2.5 million, City staff recommends establishing the Riviera Incentive District encompassing the proposed Riviera development. An Incentive District is a TIF authorized under ORC 5709.40(C), which can be used to capture incremental value from owner-occupied housing.

Statutorily, the City is able to create an Incentive District for a period not to exceed ten years, and exempt up to 75% of the improvements without approval from the Dublin City School District or Toller Career and Technical Center (the Districts). However, based on the anticipated cost of the public improvements, staff recommends that the Incentive District be established for a period not to exceed ten years, and that 25% of the improvements be exempted. Additionally, it is recommended that the Incentive District be established as a non-school TIF, which would not financially impact the District adversely.

This would result in the property tax revenue generated on the remaining 75% of improvements being distributed to all of the taxing jurisdictions as normal. Using conservative projections, it is estimated that the total value of the housing to be constructed in the development at build-out will be \$113,800,000. With a 25% exemption, the City anticipates receiving \$2.7 million in the aggregate over the ten-year time period, depending on the build-out schedule.

The 25% exemption does have a financial impact on Washington Township (the Township). Without the exemption, based on \$113.8 million of value at build-out, the Township would receive approximately \$390,000 in annual property tax revenue. With the exemption, the Township would receive \$292,000 annually.

The process to create an Incentive District includes notification of the intent to create an Incentive District to the property owners whose property is located within the boundaries of the Incentive District, a public hearing, and Council consideration of the TIF Ordinance. Given the limited nature of this TIF structure which is less than that which is authorized under 5709.40(C), a compensation agreement with any of the overlapping counties is not required. However, there are some statutorily protected levies in respect of which the service payments attributable to those levies must be distributed to the appropriate taxing authorities. Included are certain renewal levies approved after January 1, 2006 for the following purposes:

- MRDD
- Senior Services
- Alcohol, Drug and Mental Health
- Library
- Children’s Services
- Zoo

Staff will begin the process outlined above in order to create the Riviera Incentive District.

Recommendation

Staff recommends approval of Ordinance 36-15 authorizing the City Manager to enter into an Infrastructure Agreement with Davidson Phillips, Inc. for the Riviera development.

**INFRASTRUCTURE AGREEMENT
FOR THE
RIVIERA DEVELOPMENT**

This Infrastructure Agreement (the "*Agreement*") dated _____, 2015, 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 **DAVIDSON PHILLIPS, INC.** ("*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, Union and Delaware Counties) and is desirous of constructing public street infrastructure, and related public facilities to service the residential lots located in a development known as Riviera (the "*Development*");

WHEREAS, the Developer has completed a traffic impact study ("*TIS*") for the Development that has been reviewed by Dublin;

WHEREAS, the Developer has completed sanitary sewer modeling for the Development that has been reviewed and approved by Dublin;

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 certain sanitary sewer improvements to the downstream trunk sewer to mitigate the impact of the additional sewer flow generated by the Development;

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

1. The Developer is solely responsible for the construction of a northbound left turn lane on Avery Road at the new intersection with the subdivision entrance. 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. This improvement shall be made as part of the development of Section 1.
2. The Developer shall work with the City to install a pedestrian crossing system across Avery Road at Memorial Drive as part of the development of Section 1 and in conjunction with the construction of the northbound left turn lane on Avery Road. The system shall comply with City specifications. The developer shall install the necessary sidewalks, ramps, crosswalk lines, and pole foundations. The City shall install the pedestrian crossing sign system.
3. The Parties agree that the Development will necessitate a connection to Hyland-Croy Road from the western end of the Development. In addition to the Development, this connection will provide a regional benefit to the facilitation of traffic, including improving access to Dublin School District property. The Developer agrees to dedicate all right-of-way on property controlled by the Developer that is required for this connection. The City shall

INFRASTRUCTURE AGREEMENT FOR THE RIVIERA DEVELOPMENT

DATE OF AGREEMENT: _____

assume all costs to acquire additional necessary right of way necessary for the connection. The City will coordinate and fund the construction of this roadway connection, as well as a southbound left and northbound right turn lane on Hyland-Croy Road, as identified in the Traffic Impact Study. These improvements shall be programmed prior to the approval of a final plat that includes the Firenza Place connection to Tartan West.

- 4. The parties agree that this Development contributes traffic at the off-site intersections in the following table. Dublin and surrounding agencies are pursuing intersection improvements at these locations. The Developer shall contribute \$125,000.00 (1.92% of \$6,500,000) towards these roadway improvements. This contribution shall be made when the Final Plat for Section 1 is approved or December 31, 2015, whichever is first.

Offsite Improvements Table

Intersection Improvement	Improvement Estimate	Percent Site Contribution	Site Contribution
Avery Rd and Brand Rd roundabout	\$2,000,000	3.0%	\$60,000
Hyland-Croy Rd and Post Rd intersection improvement	\$2,000,000	1.3%	\$26,000
Jerome Rd and McKitrick Rd roundabout	\$1,000,000	1.8%	\$18,000
Hyland-Croy Rd and McKitrick Rd roundabout	\$1,000,000	1.1%	\$11,000
Hyland-Croy Rd and Brand Rd roundabout expansion	\$500,000	2.0%	\$10,000
Total	\$6,500,000	1.92%	\$125,000

- 5. The parties agree that this Development contributes additional flow to the North Fork Indian Run sanitary trunk sewer. The Developer has commissioned a study analyzing the upsizing improvement to the sanitary trunk sewer at the identified downstream location entitled "Capacity Analysis for the North Fork Indian Run Sub-Trunk." This study determined a capacity deficiency which warrants downstream sewer improvements. The Developer incurred an expense of \$47,740 for this study, which shall be used in the design and construction of the upsizing improvement. Because of the significant benefit to properties outside of this Development, the City agrees to fund the cost of construction, installation, project management, coordination, bidding, testing, monitoring and inspection necessary for the construction of the improvement project.
- 6. 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.

INFRASTRUCTURE AGREEMENT FOR THE RIVIERA DEVELOPMENT

DATE OF AGREEMENT: _____

7. The Developer shall repair, replace or correct any improvements, which have been installed by the Developer, 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 the Dublin Subdivision Regulations.
8. Tax Increment Financing. The Developer acknowledges that the City expects to include the property within a tax increment financing area and agrees that it will reasonably cooperate with the City in connection therewith.
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. 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:

Davidson Phillips, Inc.
Attention: Charles J. Ruma
4020 Venture Court, Suite D
209 East State Street

INFRASTRUCTURE AGREEMENT FOR THE RIVIERA DEVELOPMENT

DATE OF AGREEMENT: _____

Columbus, Ohio 43215

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 official, 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 WITNESS 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 RIVIERA DEVELOPMENT

DATE OF AGREEMENT: _____

Developer:

Signature Date
Printed Name: Charles J. Ruma, President
Company Name: Davidson Phillips, Inc.

City of Dublin, Ohio

Signature Date
Dana L. McDaniel, City Manager

Approved as to form:

Signature Date
Law Director

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