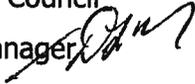




Office of the City Manager  
5200 Emerald Parkway • Dublin, OH 43017-1090  
Phone: 614-410-4400 • Fax: 614-410-4490

# Memo

**To:** Members of Dublin City Council  
**From:** Dana McDaniel, City Manager   
**Date:** August 6, 2015

**Initiated By:** Paul A. Hammersmith, P.E., Director of Engineering/City Engineer  
Barb A. Cox, P.E., Engineering Manager  
C. Aaron Stanford, P.E., Senior Civil Engineer

**Re: Resolution No. 59-15**  
**Authorizing the City Manager to Enter into a Reimbursement Agreement with Pulte Homes of Ohio, LLC for Asphalt Repairs to Hyland-Croy Road**

## Summary

The Celtic Crossing subdivision, located west of Hyland-Croy Road and north of Brand Road/Mitchell-DeWitt Road, is presently being developed by Pulte Homes of Ohio, LLC (Developer) with construction of the public improvements consisting of water lines, sanitary and storm water sewers, storm water management system and streets. As required during the rezoning of the property on which Celtic Crossing is located, the Developer performed a Traffic Impact Study (TIS), which identified the need for a northbound, left-turn lane from Hyland-Croy Road to Celtic Crossing Boulevard. The installation of this turn lane was a condition of the approved rezoning and is to be constructed as part of the public improvements for the subdivision (as depicted on the attached exhibit).

As it exists today, the pavement on Hyland-Croy Road adjacent to this development has been deteriorating and needs more extensive repairs than would be performed as part of a typical left-turn lane installation. City staff has evaluated pavement conditions throughout the community and determined this section of Hyland-Croy Road would likely be added to the 2016 Annual Street Maintenance Program, given its present condition. Because of this future need for maintenance, Engineering staff contacted the Developer to propose increasing the scope of the left-turn lane installation to include more extensive base reconstruction and to increase the work limits beyond that required to construct the turn lane.

The design engineer (EMH&T) for Celtic Crossing developed an estimate for the cost associated with this scope change and determined the City's portion of the improvement on Hyland-Croy Road to be \$136,065. Staff has reviewed the cost estimate and agrees with the City's portion.

The proposed reimbursement agreement provides for the Developer to construct the improvements, including the portion that is needed for maintenance purposes and is the City's responsibility, and the City will reimburse the Developer for the City's portion within 60 days of receiving an itemized invoice for the work.

## Recommendation

Staff recommends approval of Resolution No. 59-15 authorizing the City Manager to enter into a Reimbursement Agreement with Pulte Homes of Ohio, LLC for asphalt repairs to Hyland-Croy Road.

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

59-15

Resolution No. \_\_\_\_\_ Passed \_\_\_\_\_, 20\_\_\_\_

## **A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A REIMBURSEMENT AGREEMENT WITH PULTE HOMES OF OHIO, LLC FOR ASPHALT REPAIRS TO HYLAND-CROY ROAD**

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

**WHEREAS**, the Pulte Homes of Ohio, LLC ("Developer") desires to develop the Celtic Crossing subdivision; and

**WHEREAS**, the Developer has performed a traffic impact study (TIS) as required for rezoning for the Celtic Crossing development resulting in the need for a left-turn lane at the entrance to the subdivision from Hyland-Croy Road; and

**WHEREAS**, the City has identified areas of pavement within and adjacent to the left-turn lane that will require more extensive reconstruction and an increase in area of roadway to be improved; and

**WHEREAS**, the Parties agree to enter into this Agreement relating to the construction of the left-turn lane on Hyland-Croy Road to mitigate the impact of the additional traffic generated by the Development and to improve the condition of the existing roadway.

**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 Reimbursement Agreement with Pulte Homes of Ohio, LLC for the Celtic Crossing 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 \_\_\_\_\_, 2015.

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

ATTEST:

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

## REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (the "*Agreement*") dated \_\_\_\_\_, 2015, is entered into by the **CITY OF DUBLIN, OHIO** ("*Dublin*"), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter and the **PULTE HOMES OF OHIO, LLC** ("*Developer*" and collectively with Dublin, the "*Parties*").

**WHEREAS**, the Developer is presently engaged in the improvement of Hyland Croy Road in the City of Dublin, Ohio, specifically the widening of Hyland Croy Road to install a north bound left turn lane for the Celtic Crossing development (the "*Development*"); and

**WHEREAS**, as part of the Development, a north bound turn lane must be constructed on Hyland Croy Road to Celtic Crossing Boulevard; and

**WHEREAS**, the condition of the existing pavement in the area of the proposed widening and adjacent to the widening limits are such that a more extensive reconstruction of the roadway is recommended by City of Dublin Engineering staff; and

**WHEREAS**, the expansion in the scope of the work and the limits of the improvement to Hyland Croy Road are beyond what is required of the Developer for the widening project; and

**WHEREAS**, Dublin is willing to reimburse the Developer for the additional work to the project to have Hyland Croy Road improved to an acceptable condition up to a certain dollar amount;

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

1. Dublin commits to:

- Reimburse the Developer up to \$136,065.00 for the construction of the Hyland Croy Road improvement project pursuant to the approved construction plans and additional improvements recommended by the City of Dublin Engineering staff within 60 days of receipt of invoice.
- Inspect the construction.

2. The Developer commits to:

- Construct the Hyland Croy Road improvement project per the approved construction plans and additional improvements recommended by the City of Dublin Engineering staff.
- Obtain necessary approvals from the City of Columbus and the Ohio Environmental Protection Agency (OEPA).
- Restore adjacent property to similar conditions as exists today.
- Provide an invoice based on actual construction costs for the amount of reimbursement.

3. Indemnification and Hold Harmless. The Developer agrees to defend, indemnify, protect, and hold harmless Dublin, its elected officials, officers, employees, agents, contractors, 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 of 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, contractors, and representatives.
  
4. 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 Party 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:

Pulte Homes of Ohio, LLC  
Attention: Mr. Matthew Callahan  
4900 Tuttle Crossing Boulevard  
Dublin, Ohio 43016

5. 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 personally liable under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

6. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the Parties, and their respective permitted officers, agents, contractors, volunteers, and successors and assigns. The Parties will observe and perform faithfully at all times all covenants, agreements, and obligations under this Agreement.
7. **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.

**Pulte Homes of Ohio, LLC**

\_\_\_\_\_  
Matthew Callahan

\_\_\_\_\_  
Date

**City of Dublin, Ohio**

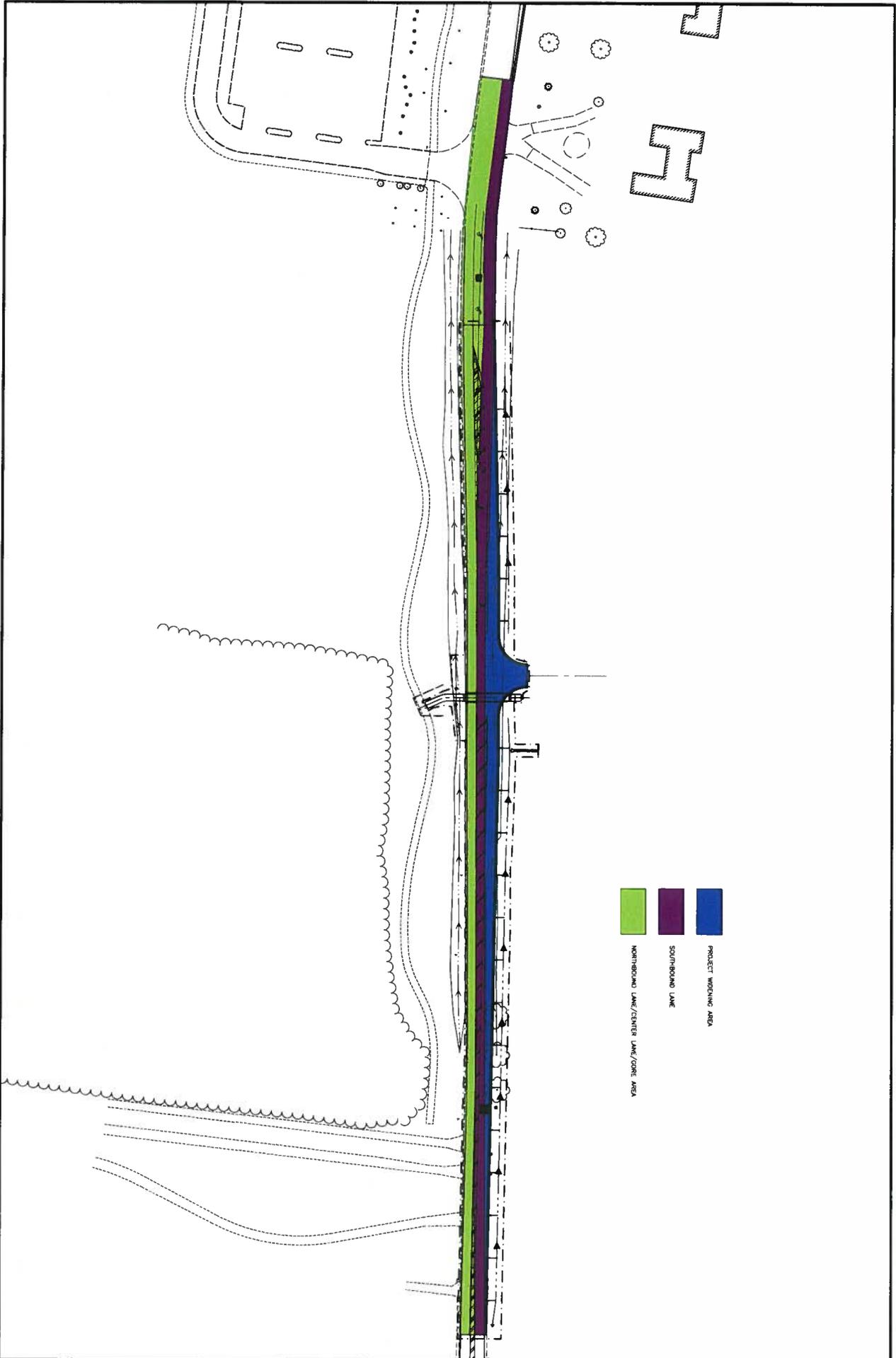
\_\_\_\_\_  
Dana L. McDaniel, City Manager

\_\_\_\_\_  
Date

**Approved as to form:**

\_\_\_\_\_  
Stephen J. Smith  
Law Director

\_\_\_\_\_  
Date



PROJECT WIDENING AREA  
SOUTHBOUND LANE  
NORTHBOUND LANE/CENTER LANE/CORE AREA



HYLAND-CROY ROAD WIDENING  
AT CELTIC CROSSING

COST SHARING PAVEMENT REPAIR EXHIBIT

