




**To:** Members of Dublin City Council

**From:** Dana L. McDaniel, City Manager 

**Date:** April 21, 2016

**Initiated By:** Paul A. Hammersmith, PE, Director of Engineering/City Engineer  
C. Aaron Stanford, PE, Senior Civil Engineer

**Re:** Ordinance 18-16 – An Ordinance Authorizing the City Manager to Enter into an Infrastructure Agreement with Schottenstein Homes, LLC. for the Ballantrae Woods Development

## Summary

Schottenstein Homes, LLC. is currently proposing to develop a residential development on a site located just north of Amlin and south of Churchman Road. 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. The Developer was required to submit a traffic impact study (TIS) to the City for review and approval. The TIS evaluates the impacts the additional traffic will have on the surrounding roadway network and suggests mitigation measures for any impacts. The study found that the Churchman Road improvement currently being constructed will provide adequate turn lanes to the proposed development. This study also found that there were some minor decreases in level of service for some of the off-site intersections analyzed and that a left turn lane from Cosgray Road to Churchman would likely be warranted within the study's horizon year (2025). With a roundabout anticipated to be constructed at the intersection of Churchman Road and Cosgray Road prior to this horizon year, the developer has been required to donate the value of the turn lane in lieu of constructing this turn lane.

As stipulated by the agreement, the Developer will commit to dedicate to the City of Dublin the necessary right-of-way and temporary construction easements needed for the construction of Churchman Road. The second phase of Churchman Road was bid on April 7, 2016, and construction is scheduled to begin in the coming weeks.

The projected contribution to mitigate the development's traffic impacts less the value of the right-of-way to be donated is \$180,000. This contribution shall be made prior to the recording of a final plat for any section of the development, or by December 31, 2017, whichever comes first.

In order to memorialize the contribution of Schottenstein Homes, LLC to the above-referenced mitigation measures, staff drafted the attached Infrastructure Agreement. The Infrastructure Agreement has terms that define the contribution amount and when the contribution is to be made to the City of Dublin. Schottenstein Homes, LLC has reviewed the Infrastructure Agreement and has agreed to the terms contained therein.

## Recommendation

Staff recommends approval of Resolution 18-16, authorizing the City Manager to enter into an Infrastructure Agreement with Schottenstein Homes, LLC. for the Ballantrae Woods development.

# RECORD OF ORDINANCES

Ordinance No. 18-16

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

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INFRASTRUCTURE AGREEMENT WITH SCHOTTENSTEIN HOMES, LLC. FOR THE BALLANTRAE WOODS DEVELOPMENT**

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

**WHEREAS**, the SCHOTTENSTEIN HOMES, LLC. ("Developer") desires to create the Ballantrae Woods development; and

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

**WHEREAS**, the Parties agree to enter into this Agreement relating to the contribution to certain transportation improvements to the surrounding roadway network to mitigate the impact of the additional traffic 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 Schottenstein Homes, LLC for the Ballantrae Woods Development in substantially the same form as attached, with changes not inconsistent with this Ordinance 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 and be in force upon the earliest date permitted by law.

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

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

ATTEST:

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

**INFRASTRUCTURE AGREEMENT  
FOR THE  
BALLANTRAE WOODS DEVELOPMENT**

This Infrastructure Agreement (the "*Agreement*") dated \_\_\_\_\_, 2016, 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 **Schottenstein Homes, LLC, an Ohio Limited Liability Company** ("*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 of constructing public street infrastructure, and related public facilities to service the residential lots located in a development known as Ballantrae Woods (the "*Development*");

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

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

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

1. The Developer agrees to contribute \$180,000 to the City of Dublin to mitigate the impacts of the development on the surrounding transportation network. This contribution shall be made prior to the recording of a plat for any section of the Development, or by December 31, 2017, whichever comes first.
2. The Developer will also agree to dedicate the right-of-way depicted on the attached exhibit and any temporary construction easements necessary for the construction of Churchman Road and any associated utility improvements, at no cost to the City.
3. Indemnification and Hold Harmless. The Developer agrees to defend, indemnify, protect and hold harmless Dublin, its 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.
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 Parties at the addresses set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other

INFRASTRUCTURE AGREEMENT FOR THE BALLANTRAE WOODS DEVELOPMENT

DATE OF AGREEMENT: \_\_\_\_\_

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:

Schottenstein Homes, LLC  
140 Mill Street, Suite A  
Gahanna, Ohio 43230

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 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.
6. 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.
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.

**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 BALLANTRAE WOODS DEVELOPMENT

DATE OF AGREEMENT: \_\_\_\_\_

**Developer: Schottenstein Homes, LLC**

\_\_\_\_\_  
Signature Date  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**City of Dublin, Ohio**

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

**Approved as to form:**

\_\_\_\_\_  
Signature Date  
Law Director

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