

**To:** Members of Dublin City Council

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

**Date:** July 20, 2021

**Initiated By:** Megan D. O'Callaghan, PE, Deputy City Manager/Chief Finance and Development Officer

Paul A. Hammersmith, PE, Director of Engineering/City Engineer

Jean-Ellen M. Willis, PE, Deputy Director of Transportation & Mobility

**Re:** Resolution 43-21 – Authorizing the City Manager to Enter into a Developer's Agreement with the Union County Engineer's Office and Glacier Pointe Development, LTD, for the Glacier Pointe, Section 2 Development

## Background

The Glacier Pointe neighborhood, which is situated between Mitchell-Dewitt and McKittrick Roads, is currently under development in Jerome Township in Union County. Based on the coordination and cooperation between Union County and Dublin over many years, Union County included Dublin in the development and review of the traffic study. As a result, Dublin is included in a three-party Developer's Agreement related to the neighborhood development and will receive funding for improvements to the Hyland-Croy Road corridor. The proposed Developer's Agreement, between Union County, City of Dublin, and Glacier Pointe Development, LTD, is attached for your reference.

Jerome Township approved the 439 single family unit residential development for Glacier Pointe on approximately 249-acres of land outside Dublin. The land, also known as the Diocese Tract, is on the north sides of Mitchell-Dewitt Road and McKittrick Road, between US 33 and the Glacier Ridge Metro Park. The project location and site layout is shown in Figure 1 below.



Figure 1. Glacier Pointe Site Layout

The roadways adjacent to the development are under the jurisdiction of Union County, while Hyland-Croy Road, between Mitchell-Dewitt Road/Brand Road and McKitrick Road, is under the jurisdiction of the City of Dublin. The development is currently requesting Union County’s approval of the final plat for Section 2.

## Summary

As a component of its development process, Glacier Pointe Development, LTD commissioned a traffic impact study (TIS) to determine the impact that the proposed development would have on the roadway network over the ten-year period from 2018 to 2028. The TIS was finalized in June 2020 by Advanced Civil Design. The TIS evaluates impacts of the additional traffic on the surrounding roadway network and suggests mitigation measures for these impacts to roadways in both Union County and the City of Dublin.

Given the proximity of the site to Dublin and the relationship the City has built with Union County, Dublin staff had the opportunity to review the TIS and the associated Developer’s Agreement. Union County and the development team were responsive to the City comments.

The final TIS identified future improvements to achieve acceptable levels of service at the intersections of Hyland-Croy Road and McKitrick Road, as well as Hyland-Croy Road and Brand Road/Mitchell-Dewitt Road within the City of Dublin, along with Mitchell-DeWitt Road and McKitrick Road; US 42 and Industrial Parkway; and Mitchell-DeWitt Road and Industrial Parkway in Union County. The study forecasts that improvements would be needed by 2028. The segment of Hyland-Croy Road between Brand Road/Mitchell-Dewitt Road and McKitrick Road is expected to operate acceptably with the intersection improvements. The development will contribute to traffic at the Dublin controlled intersections as follows:

- **Hyland-Croy Road and McKitrick Road:** The intersection will require mitigation for the background condition. A roundabout is programmed in the current Capital Improvements Program for construction in 2023. The Glacier Pointe development will contribute 3.07% of the traffic at this intersection.
- **Hyland-Croy Road and Brand Road/Mitchell-DeWitt Road:** The intersection will require mitigation for the background condition. An estimated improvement of \$500,000 has been used for other infrastructure agreements in the area. The Glacier Pointe development will contribute 5.62% of the traffic at this intersection.

Off-Site Improvements Table – Dublin Intersections			
Intersection Improvement	Improvement Estimate	Percent Site Contribution	Site Contribution
Hyland-Croy Rd and McKitrick Rd	\$2,500,000	3.07%	\$76,750
Hyland-Croy Rd and Brand Rd/ Mitchell-Dewitt Road	\$500,000	5.62%	\$28,100
<b>Total</b>	<b>\$3,000,000</b>	<b>3.5%</b>	<b>\$104,850</b>

Dublin will receive one half of the site contribution for these two intersections, in the amount of \$52,425, prior to recording the final plat of Section 2, Phase 2. The remainder of the site

contribution (\$52,425) is due prior to recording the final plat for any subsequent section, as described in items 5 and 6 in the Developer's Agreement. The developer constructed an eastbound left turn lane from Mitchell-Dewitt Road into the site access (Glacier Pointe Drive), with the first section of the Development. The developer also agrees to additional off-site improvements and contributions to Union County, per the Developer's Agreement.

### **Recommendation**

Staff recommends approval of Resolution 43-21 authorizing the City Manager to enter into a Developer's Agreement in cooperation with Union County and Glacier Pointe Development, LTD for the Glacier Pointe, Section 2 Development.

RECORD OF RESOLUTIONS

GOVERNMENT FORMS & SUPPLIES 844-224-3338 FORM NO. 30045

Resolution No. 43-21 Passed , 20

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A DEVELOPER’S AGREEMENT WITH THE UNION COUNTY ENGINEER’S OFFICE AND GLACIER POINTE DEVELOPMENT, LTD, FOR THE GLACIER POINTE, SECTION 2 DEVELOPMENT

WHEREAS, Jerome Township has approved a residential land use for 439 single family residential units on approximately 249-acres, on the north side of Mitchell-Dewitt Road and McKitrick Road, between US 33 and the Glacier Ridge Metro Park, within Union County Ohio, known as Glacier Pointe, formerly known as the Diocese Tract; and

WHEREAS, Glacier Pointe Development, LTD (the “Developer”) is engaged in developing a residential subdivision known as Glacier Pointe, Section 2 (the “Subdivision”); and

WHEREAS, the City of Dublin (the “City”) has worked cooperatively with the Union County Engineer’s Office to review the traffic impact study submitted by the Developer for the Glacier Pointe Development; and

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

WHEREAS, some of the impacted roadways are under the jurisdiction of Union County, and some are under the jurisdiction of the City.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, Counties of Delaware, Franklin, and Union, State of Ohio, \_\_\_\_\_ of the elected members concurring that:

Section 1. The City Manager is hereby authorized to execute the attached Developer’s Agreement with Union County and Glacier Pointe Development, LTD, 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 be effective upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this \_\_\_\_\_ day of July, 2021.

\_\_\_\_\_  
Mayor – Presiding Officer

ATTEST:

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

**DEVELOPER'S AGREEMENT**  
**Glacier Pointe – Section 2**

This Agreement made and entered into this 7th day of July, 2021, by and between the Board of Commissioners of Union County, Ohio, hereinafter referred to as the County, the City of Dublin, Ohio, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter, hereinafter referred to as Dublin (with the County and Dublin collectively hereinafter referred to as the Jurisdictions), and Glacier Pointe Development, LTD., hereinafter referred to as the Developer (with the Jurisdictions and Developer collectively hereinafter referred to as the Parties), Witnesseth:

WHEREAS, the Developer is presently engaged in the improvement of certain lands in Jerome Township, Union County, Ohio and is desirous of constructing public streets, curbs and gutter, open ditches, storm sewers, catch basins, manholes and related public facilities to service the lots located in a subdivision known as Glacier Pointe Section 2 now being developed by the Developer and, hereinafter referred to as the Subdivision, and

WHEREAS, the Developer has already constructed and platted previous sections of Glacier Pointe, and will develop and plat subsequent sections of Glacier Pointe, with each section consisting of the following number of single family lots:

Section 1:	79 single family lots
Section 2, Ph1:	41 single family lots
Section 2, Ph2:	57 single family lots
Section 3:	44 single family lots (Estimate)
Section 4:	122 single family lots (Estimate)
Section 5:	96 single family lots (Estimate)
Total:	439 single family lots (Estimate)

WHEREAS, the Developer has commissioned a traffic impact study (TIS), titled “Glacier Pointe – Traffic Impact Study”, prepared by Advanced Civil Design, Inc. and dated June 2020, that has been reviewed and approved by the Jurisdictions, and

WHEREAS, the parties hereto desire to effectuate an Agreement providing for the construction and maintenance of the public streets, curbs and gutter, open ditches, storm sewers, catch basins, manholes and related public facilities (collectively, the “Improvements”) within the

approved construction documents titled, "Street, Storm & Water Improvement Plans for Glacier Pointe Section 2", subject to certain terms and conditions as hereinafter set forth, and

WHEREAS, the parties hereto desire to effectuate an Agreement providing for the construction of and the contribution towards certain transportation improvements to the surrounding roadway network to mitigate the impact of the additional traffic generated by the Subdivision,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and set forth, it is mutually agreed as follows:

1. The Developer has furnished a southeastbound left turn lane from Mitchell-Dewitt Road into the site access (Glacier Pointe Drive), as identified in the TIS solely at the Developer's cost. This on-site improvement was constructed as part of the first section of the overall Glacier Pointe Development.
2. The Developer agrees to construct a southeastbound left turn lane from Mitchell-Dewitt Road onto McKittrick Road as identified in the TIS, solely at the Developer's cost. This off-site improvement shall be constructed prior to or concurrently with the development of Section 4 OR prior to the platting of the 222<sup>nd</sup> lot within the Glacier Pointe Development, whichever occurs first.
3. The Parties agree that the Subdivision, in addition to previous and subsequent Sections, adds traffic to the US 42 and Industrial Parkway intersection. The Developer agrees to contribute \$202,000.00 (4.04% of the estimated cost of \$5,000,000.00) towards this future intersection improvement project. The estimated cost is based upon a cost estimate provided by the engineer currently designing the improvement at the US 42 and Industrial Parkway intersection. This contribution will be paid to the County in phases, commensurate with the number of lots platted with that section, and due to the County prior to the recording of the final plat of that subject section. Based on the lot counts laid out in this agreement, payment amounts will be phased as following:
  - a. Prior to recording the final plat of Section 2, Phase 2: \$68,680.00 due to County
  - b. Prior to recording the final plat of Section 3: \$54,540.00 due to County
  - c. Prior to recording the final plat of Section 4: \$46,460.00 due to County
  - d. Prior to recording the final plat of Section 5: \$32,320.00 due to County
4. The Parties agree that the Subdivision, in addition to previous and subsequent Sections, adds traffic to the Mitchell-Dewitt Road and Industrial Parkway intersection under Union County jurisdiction. The Developer agrees to contribute \$58,800.00 (16.80% of the estimated cost of \$350,000.00) towards this future intersection improvement project. The

estimated cost is based upon the average cost of an improvement at the intersection using either a signalized configuration. This contribution will be paid to the County in phases, commensurate with the number of lots platted with that section, and due to the County prior to the recording of the final plat of that subject section. Based on the lot counts laid out in this agreement, payment amounts will be phased as following:

- a. Prior to recording the final plat of Section 2, Phase 2: \$19,404.00 due to County
  - b. Prior to recording the final plat of Section 3: \$15,876.00 due to County
  - c. Prior to recording the final plat of Section 4: \$13,524.00 due to County
  - d. Prior to recording the final plat of Section 5: \$9,996.00 due to County
5. The Parties agree that the Subdivision, in addition to previous and subsequent Sections, adds traffic to the Hyland-Croy Road and Brand Road/Mitchell-Dewitt Road intersection under both County and Dublin's jurisdiction. The Developer agrees to contribute \$28,100.00 (5.62% of the estimated cost of \$500,000.00) for the proposed intersection modification at this location. One half of this contribution amount (\$14,050.00) will be due prior to recording the final plat of Section 2, Phase 2. The remaining contribution amount will be due prior to recording the final plat for any subsequent section.
6. The Parties agree that the Subdivision, in addition to previous and subsequent Sections, adds traffic to the McKittrick Road and Hyland-Croy Road intersection under both County and Dublin's jurisdiction. The Developer agrees to contribute \$76,750.00 (3.07% of the estimated cost of \$2,500,000.00). The estimated cost is based upon the average cost of an improvement at the intersection using a roundabout configuration, which is designed and programmed for construction by Dublin in the near future. One half of this contribution amount (\$38,375.00) will be due prior to recording the final plat of Section 2, Phase 2. The remaining contribution amount will be due prior to recording the final plat for any subsequent section.
7. The Developer agrees to furnish and install all necessary Improvements to serve the Subdivision. All easements necessary for the construction shall be acquired by the Developer.
8. The Developer has paid to the Union County Engineer the sum of \$29,368.62 to cover plan review costs.
9. The Developer shall assume all costs in connection with the construction of the Improvements including: engineering, testing, furnishing all labor, material and equipment, and the cost of inspections. The Union County Engineer will hire a 3<sup>rd</sup> party consultant to provide inspection and testing services of the public improvements to the Subdivision. The Developer will be invoiced by the Union County Engineer the actual

costs incurred for the inspection and testing services provided by the 3<sup>rd</sup> Party Consultant. The Developer shall make prompt payments of the invoiced amounts.

10. Each contractor involved in the construction of the public facilities shall submit proof of Liability Insurance amounting to \$500,000/1,000,000 bodily injury, prior to working on the project site.
11. The Developer shall provide for all material or construction testing which may be required by the Union County Engineer. All testing required shall be completed and the material or construction deemed acceptable by the Union County Engineer before the Developer requests approval of the public facilities by the Union County Engineer. In communications with the Developer, the County and the Union County Engineer shall respond in a timely manner and approvals of the County or the Union County Engineer will not be unreasonably withheld, conditioned or delayed.
12. Prior to the approval of the Improvements by the Union County Engineer, the Developer shall furnish a statement of actual cost to the Union County Engineer, itemizing the total cost of the Improvements constructed under this Agreement. The costs shall include construction and testing costs.
13. The Developer shall repair, replace or correct any improvements, which have proved faulty or been improperly installed during the Maintenance Period. The length of the Maintenance Period shall be established in accordance with Section 330 of the Union County Subdivision Regulations. Following the expiration of the Maintenance Period, the County shall accept all maintenance responsibility for such Improvements constructed under this Agreement.
14. Upon completion of the Improvements, the Developer shall deposit a guarantee bond, amounting to a minimum of twenty percent (20%) of the actual total cost of the Improvements as a guarantee that all equipment and materials were properly installed and that the Improvements will perform satisfactorily during the Maintenance Period.
15. Snow removal, mowing, and other maintenance tasks are the responsibility of the Developer during the Maintenance Period. The County or Township may perform such tasks if requested by the Developer. The Developer shall pay the actual costs for the County or Township to provide such services.
16. a. Upon completion by the Developer of all the Improvements to be constructed under this Agreement and upon approval of those by the Union County Engineer, the Developer shall dedicate to Union County, or to public use, the applicable public facilities, rights-of-way and easements constructed, created or acquired for the subdivision, and shall dedicate the public water and sanitary utilities to the applicable service provider, OR

b. Upon presentation of acceptable surety guaranteeing the completion of all the Improvements in the Subdivision and upon approval of the detailed plans and specifications by the Union County Engineer, the Developer shall dedicate to Union County, or to public use, the applicable Improvements, rights-of-way and easements required and shall dedicate the public water and sanitary utilities to the applicable service provider.

17. After approval of the Improvements by the Union County Engineer and after dedication of the Improvements by the Developer, the Union County Commissioners will begin levying Ditch maintenance assessments to cover direct and indirect maintenance costs associated with the collection and control of storm water. The assessments may be revised from time to time.
18. The Developer shall insert all applicable "Standard Deed Restrictions for Union County," dated November 18, 2005 in the Final Plat deed restrictions for the subdivision, as directed by the Union County Engineer.
19. Prior to the date of approval of the Improvements by the Union County Engineer, the Developer shall furnish the Union County Engineer with a complete set of reproducible drawings, revised as constructed ("As-Built"). Approval of the Improvements will not be issued until the As-Built drawings have been delivered to the Union County Engineer. All As-Built information shall be shown in red ink and each sheet of the drawings shall be marked "As-Built" in red ink.
20. The Developer shall pursue, through the County, and in cooperation with Union Soil & Water Conservation District, the ditch petition process placing all applicable storm sewers, retention/detention basins, outlets, and ditches on public maintenance. Maintenance of such facilities will be performed by the Union Soil & Water Conservation District, with funds made available by the petition process and tax assessment to each property in the subdivision. All necessary easements will be dedicated by the Developer to allow access for maintenance to occur. This process shall be completed before the Final Plat can be filed. Specific improvements to the existing ditches will be required and must be performed by the Developer, at the direction of the Union County Engineer and/or Union Soil & Water, as part of the project, and prior to the commencement of the Maintenance Period.
21. The Developer agrees to obtain and comply with all Ohio EPA NPDES Construction General Permit requirements as applicable and maintain stormwater records/plans as required by Ohio EPA. Permit shall be submitted to the Union County Engineer prior to construction and before filing of the Final Plat.

22. The Developer agrees to obtain and comply with all Army Corp of Engineers requirements, if applicable, regarding the preservation of or permissible work on existing ditches and wetlands on the property. Developer shall obtain 404 permit (if necessary) and submit to Union County Engineer prior to the commencement of work and before filing of the Final Plat.
23. All work shall be completed by 12/31/22
24. The specified haul route for all construction equipment, construction-related traffic and deliveries to the subdivision shall be as follows:

US Route 33 to US-42;  
thence southerly on US-42 to Industrial Parkway (CR-1);  
left onto Industrial Parkway (CR-1);  
thence easterly on Industrial Parkway (CR-1) to Mitchell DeWitt Road (CR-9);  
thence left onto Mitchell DeWitt Road (CR-9);  
thence northeasterly on Mitchell DeWitt Road (CR-9) to the subdivision construction entrance.

25. The Developer agrees to abide by this haul route and will require all contractors, subcontractors and suppliers to abide by this route. Failure to comply with the specified haul route may result in a stop work order being issued by the Union County Engineer. The Developer will also be responsible for any and all costs associated with pavement repairs on roads that are damaged by construction equipment if the specified haul route is not used. Repairs must be made and paid for by the Developer before the Improvements will be placed on the public maintenance period.
26. The Developer is hereby granted one, and only one, temporary construction driveway and culvert (if necessary), to be located at the main entrance to the Subdivision. The drive and culvert are to be installed at the commencement of construction. This is the sole entrance to the project site for all construction equipment, construction-related traffic and deliveries. No other access points are permitted. Failure to comply with this requirement may result in revocation of the temporary driveway permit.

This Agreement shall be binding upon the heirs, executor, successors and assigns of all parties hereto. Signatures to be set forth on Pages 7 and 8 of this Agreement.

IN WITNESS THEREOF, the parties hereto have set their hands the date above mentioned.

**Witnesses:**

J. E. McIntire 6-18-21  
Signature Date  
Printed Name: JAY E. MCINTIRE

Michelle McIntire 6-18-21  
Signature Date  
Printed Name: Michelle McIntire

**Developer(s):**

Glacier Pointe Development, LTD

Michael J. DeAscentis 6-18-21  
Signature Date  
Michael J. DeAscentis  
President

**Witnesses:**

Kennya Higgins 7/7/21  
Signature Date  
Printed Name:

Leri Humes 7/7/21  
Signature Date  
Printed Name:

**Board of Commissioners  
Union County, Ohio**

Christiane Schmenk 7/7/21  
Signature Date  
Christiane Schmenk

David Burke 07/07/21  
Signature Date  
David Burke

Steve Robinson 7/7/21  
Signature Date  
Steve Robinson

**Approved as to form:**

Thayne Gray  
Signature Date  
Thayne Gray  
Prosecuting Attorney July 6, 2021

**Witnesses:**

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

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

**City of Dublin, Ohio**

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

**Approved as to form:**

\_\_\_\_\_  
Signature Date  
Jennifer D. Readler, Law Director