



To: Members of Dublin City Council
From: Dana L. McDaniel, City Manager
Date: August 10, 2021
Initiated By: Matt Earman, Director of Parks and Recreation
Shawn Krawetzki, Landscape Architect Manager

Re: An Ordinance Authorizing the City Manager to Execute an Easement with American Electric Power for the Installation of Supplemental Electric Service from Riverside Drive to Riverside Crossing Park

Summary

American Electric Power (AEP) was contracted to provide supplemental electricity service to Riverside Crossing Park's Lower Plaza and Open Lawn area. In order to serve future events and vendors at Riverside Crossing park, it is necessary to obtain three phase power. However, the necessary higher voltage source was not available prior to the July 26, 2021 approval of Ordinance 26-21, which allowed for the new underground service adjacent to the park along Riverside Drive.

If approved, the AEP transformer will be significantly screened in a landscaping bed within the current Riverside Crossing Park as part of the Phase II construction. Attached are renderings of multiple viewing perspectives illustrating the screening for the transformer infrastructure (Appendix A.) Phase II construction of Riverside Crossing Park is not yet complete, providing an opportunity to seamlessly incorporate the utility with the current construction activity. The easement is approximately 36 feet in length and 19 feet wide (0.016 acres). It is located on the City of Dublin's parcel #273-012427. Additionally, the deed of easement and exhibit are attached for reference.

Recommendation

This easement is required for supplemental electric service to the park and is to the City's sole benefit. Staff reviewed this alignment and documentation and determined it to be consistent with past AEP easements granted on City-owned property. Staff recommends approval of Ordinance 56-21 Authorizing the City Manager to Execute an Easement along Riverside Drive with AEP for the Installation of Supplemental Electric Service from Riverside Drive to Riverside Crossing Park. If there are any questions, please feel free to contact Matt Earman or the City Manager directly.

RECORD OF ORDINANCES

Ordinance No. 56-21

Passed _____, 20____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN EASEMENT WITH AMERICAN ELECTRIC POWER FOR THE INSTALLATION OF SUPPLEMENTAL ELECTRIC SERVICE FROM RIVERSIDE DRIVE TO RIVERSIDE CROSSING PARK

WHEREAS, the City of Dublin (the "City") is approaching the completion of Phase II construction for the Riverside Crossing Park (the "Project"), which includes improvement and construction of the Riverside Crossing Park's Lower Plaza and Open Lawn area; and

WHEREAS, as part of the Project, supplemental electricity service is desired for the Riverside Crossing Park's Lower Plaza and Open Lawn area; and

WHEREAS, American Electric Power ("AEP") was contracted to provide this supplemental electricity service, but will need an easement from the City on City-owned property; and

WHEREAS, the easement is required for the transformer that will provide the supplemental electricity service for the Project; and

WHEREAS, the City desires to donate and dedicate the easement to AEP in furtherance of the Project.

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

Section 1. The City Manager is hereby authorized to execute and convey the easement rights to AEP for purposes of supplemental electricity services for the Project.

Section 2. This Council further hereby authorizes and directs the City Manager, the Director of Law, the Director of Finance, the Clerk of Council, or other appropriate officers of the City to take any other actions as may be appropriate to implement this Ordinance.

Section 3. This Ordinance shall take effect in accordance with 4.04(b) of the Dublin Revised Charter.

Passed this _____ day of _____, 2021.

Mayor – Presiding Officer

ATTEST:

Clerk of Council



An AEP Company

BOUNDLESS ENERGY

Eas. _____

Easement

The City of Dublin, Ohio, an Ohio municipal corporation, "Grantor", in consideration of \$1.00, the easement terms, and other good and valuable consideration from Ohio Power Company, an Ohio corporation and a unit of American Electric Power, 700 Morrison Road, Gahanna, OH 43230, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys to Grantee, its successors, assigns, lessees, licensees and tenants, an easement, ("Easement") for underground electric and other underground current/future energy or communication purposes under the following described lands situated in the State of Ohio, County of Franklin, City of Dublin, lying in Quarter Township 2, Township 2, Range 19, United States Military Lands, in Lot 3 of "Lands of Chauncey McGurer", a subdivision of record in Plat Book 12, Page 27 of the Franklin County Recorder's Office. Being part of a 12.884 acre tract of land as described in Instrument Number 201212310201439 of the Franklin County Recorder's Office (Parcel # 273-012427-00).

Said lines and facilities shall be constructed within a certain strip of land nineteen (19) feet in width, the centerline being the facilities as installed. The approximate location of said easement is depicted on Exhibit A, attached hereto and incorporated herein.

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend or remove electric or communication facilities and relocate within the Easement, all necessary and convenient electric or communication facilities which include but are not limited to: conductors, conduits, enclosures, grounding systems, foundations, manholes, and associated equipment, adding thereto from time to time; perform grading or filling for such facilities; cut, trim, remove and/or otherwise control, with herbicides or by other means, at Grantee's option (without any liability to Grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, pavement, or other obstructions that in Grantee's reasonable judgment endanger or interfere with the safety or use of its facilities, within the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electric Safety Code or Grantee's design standards, nor permit or cause any excavation, except for other utilities, provided such utilities rights do not conflict with this Easement. This Easement also conveys the right of ingress and egress in and over Grantor's property upon advanced written notice to Grantor of such need to ingress or egress the property.

Written notice shall be delivered to Grantor (City of Dublin, Attn: Department of Public Works, 6555 Shier Rings Road, Dublin, Ohio 43017) at least seven (7) calendar days in advance of entry onto Grantor's property, except in the case of an emergency situation, where prior written notice cannot be provided. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location of Grantee's choosing, without the need for a new easement.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall use its property in a manner consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to Grantee's Engineering Group. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby.

Grantee agrees to indemnify, protect, hold harmless and defend Grantor and its employees, agents, contractors, successors and assigns from and against any loss, claim or expense, including reasonable attorneys' fees and costs, including without limitation, claims for injury or death to person or damage to property or environmental damages occurring as a result of any act or omission of Grantee, or its agents, contractors or employees in violation of a legal duty. This indemnification shall not apply to damages caused by the negligence or willful misconduct of Grantor, or its successors or assigns.

[REMAINDER OF PAGE INTENTIONALLY BLANK, ACKNOWLEDGEMENT TO FOLLOW]

WITNESS, Grantor signed this Easement on the _____ day of _____, 2021.

The City of Dublin, Ohio,
an Ohio municipal corporation

By: _____

Print Name: _____

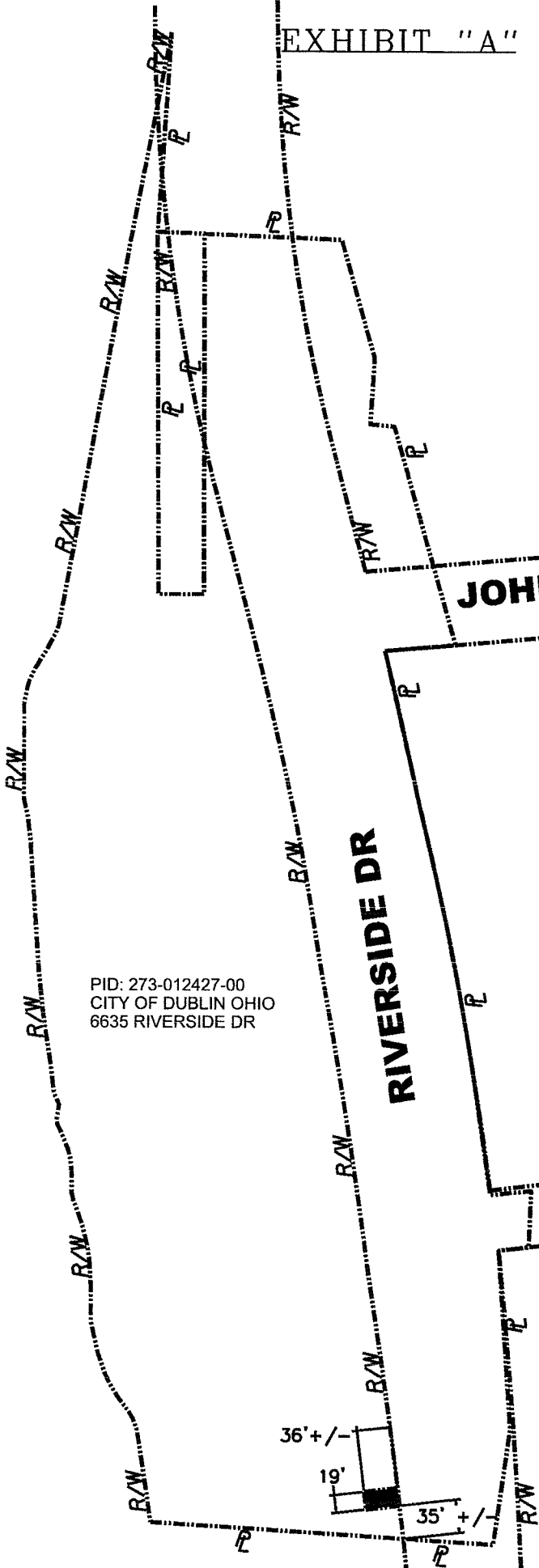
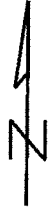
Title: _____

STATE OF _____ }
COUNTY OF _____ }

The foregoing instrument was acknowledged before me this _____ day of _____, 2021,
by _____ (Name), _____ (Title of Officer) of
The City of Dublin, Ohio, an Ohio municipal corporation.

Notary Public
My Commission Expires _____

EXHIBIT "A"

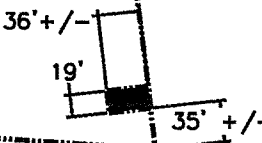


PID: 273-012427-00
CITY OF DUBLIN OHIO
6635 RIVERSIDE DR

JOHN SHIELDS PKWY

RIVERSIDE DR

TULLER RIDGE DR



CITY OF DUBLIN
PID: 273-012427-00

SCALE	DRAWN BY	DATE	CHECKED BY	DRAWING TYPE
NTS	CDV	7/19/21	CMM	EXHIBIT



