

DELAWARE COUNTY *Ohio*

TRANSPORTATION IMPROVEMENT DISTRICT

Board of Trustees

Chairman

Chris Bauserman, PE, PS
Delaware County Engineer

Vice-Chair

Tracie Davies
Delaware County Administrator

Secretary/Treasurer

Seiji Kille
Chief Deputy Auditor

Public Members

Patrick Blayney, PE
Tom Price

Legislative Members

Andrew Brenner
Ohio Senate
Vacant
Ohio House of Representatives

Meeting Minutes June 8, 2022

Meeting Type:
Regular Meeting

Location:
91 North Sandusky Street, Delaware, Ohio, 43015- Hearing Room

Board Members in attendance:
Chris Bauserman, Delaware County Engineer
Tracie Davies, County Administrator
Pat Blayney
Tom Price

Absent:
Seiji Kille, Deputy Auditor

Call to Order:

The meeting was called to order by Chairman Chris Bauserman, at 9:31 AM. The Pledge of Allegiance was led by Chris Bauserman.

Election of Officers for the 2022-2023 Term

Mr. Blayney nominated the current officers remain the same.

Mr. Price motioned for the nominations to be closed, Mr. Blayney seconded the motion. A voice vote was called. All voted Aye.

Mr. Blayney motioned for the approval of the Chairman (Engineer Chris Bauserman) Vice-Chair (Tracie Davies, County Administrator), and Treasurer/Secretary (Si Kille, Deputy Auditor). Mr. Price seconded the motion. A voice vote was called. All voted Aye.

Public Comment:

None.

Approval of the Minutes of the May 11, 2022 Regular Meeting:

A motion was made by Mr. Blayney, seconded by Ms. Davies to approve the minutes of the May 11, 2022 regular meeting. A voice vote was called. All voted Aye.

Board Member Reports

Engineer Bauserman shared that the results of a recent bid opening brought to light that not only is there a material supply shortage but also a contractor shortage. The bid brought is one bid and it was for \$500,000 more than the estimate (even after raising the estimate by \$500,000). That also means that any gains that the new infrastructure bill brought to TIDs is being eaten up by inflation.

Secretary-Treasurer's Report

The Secretary/Treasurer's Report will be postponed until the next meeting.

Staff Report:

Monthly Staff Report May to June 2022

Current Project Updates

1. I-71/US 36/SR 37 PID 90200:

ms consultants continues their work on design of the interchange. Current schedule shows completion of final plans for Phase A in Q3 2023.

Contract amount: \$2,777,387

Estimated TID administrative fee: \$60,548

2. Home Road and Sawmill Parkway Improvements:

Shelly & Sands is at work and as of June 6 about 50% complete with the project. Completion scheduled for August/September 2022.

Contract amount: \$4,106,013.58 Estimated TID administrative fee: \$87,120

Sawmill Parkway, Phase G

A funding application was submitted to ODOT's Jobs and Commerce Division in March for \$500,000 from the TID grant program to assist with the City of Delaware's Sawmill Parkway, Phase G. The project would be developed in 2 phases.

Phase G1 would extend the road about 1600 feet west of Innovation Court to serve a new local road that will go north into the current Wilgus property serving the new 89 acre business park.

Phase G2 would include the remaining 2500 foot extension to Section Line Road at a roundabout at the entrance to the National Lime and Stone quarry entrance. The majority of G2 is outside of the City's corporation limits.

City of Delaware has reviewed and proposed minor revisions to the draft agreement presented to the TID in May 2022. Staff is requesting Board approval of the agreement at this time.

Board Action:

Resolution 2022-07 Approving a Project Agreement with the City of Delaware for Sawmill Parkway Phase G

Bale Kenyon Road Improvements, Phase 1

Orange Township is developing a 3-phase project to widen and upgrade Bale Kenyon Road to a modern 2-lane section with a shared use path from East Powell Road to Orange Road. The overall cost of the project is approximately \$9 million.

Orange Township has acquired all necessary right of way and utility relocation is underway for Phase 1, which will complete the northern 1/3 of this road segment. A \$500,000 grant has been awarded by OPWC for this phase. Phase 1 has an estimated construction cost of about \$3.5 million.

Township representatives have stated they have no reserve funding available if costs exceed estimates. Staff considers this an important regional project due to the high traffic volumes and the poor condition of the existing road and would recommend board consideration of a grant to Orange Township toward Phase 1 of the project in the amount of \$500,000. This item is currently for discussion only and staff would recommend action (via project agreement) at the August 2022 meeting.

Tom Homan, Delaware City Manager, congratulated the Commissioners on the renovation of the Historic Courthouse. Mr. Homan stated he was in attendance, along with Jonathan Owen, to support the resolution for Sawmill Parkway, Phase G. The City is set to open bids on June 24, 2022 and is in the process of acquiring an additional 90 acres of land for the project. Different funding mechanisms are being pursued for infrastructure costs but the roads will still need to be built.

Discussion- Bale Kenyon Road Improvements

The Public Works Commission has awarded money to Orange Township for this project but the concern is that it will not be enough to cover the full cost of the work. An additional \$500,000.00 contribution is being sought. Mr. Riley recommended that the TID pledge \$500,000.00 to the project. The projected balance of the Capital Fund is currently \$1.6 million.

Mr. Bauserman mentioned that a number of township roads are currently carrying the traffic flow of what a county road typically carries daily. Mr. Bauserman stated that in the near future a plan would be needed on how to transition those kinds of roads would be needed as development continues to grow.

Ms. Davies suggested that funding from the County increase to help offset township costs for maintenance and road improvements.

Mr. Price asked if the Township Association could set up traffic studies on their roads. Mr. Bauserman stated that as County Engineer, he is also the Engineer for the townships. The Engineer's office already has that information and would provide it to the Board.

The Board had no objections for working out the details of contributing \$500,000.00 toward the Bale Kenyon Road project.

Resolution 2022-07 Approving a Project Agreement with the City of Delaware for Sawmill Parkway Phase G:

A motion was made by Mr. Price, seconded by Mr. Blayney to approve Resolution No. 2022-07. A voice vote was called. All vote Aye.

**PROJECT AGREEMENT BY AND BETWEEN
THE CITY OF DELAWARE, OHIO AND
THE DELAWARE COUNTY TRANSPORTATION IMPROVEMENT DISTRICT FOR THE CONSTRUCTION OF
SAWMILL PARKWAY, PHASE G**

AGREEMENT #2022-07

This Agreement is made and entered into this 8th day of June, 2022, by and between the **City of Delaware, Ohio** (hereinafter the "City") and the **Board of Trustees of the Delaware County Transportation Improvement District** (hereinafter the "TID"), hereinafter referred to individually as a "Party" and collectively as "the Parties."

WITNESSETH:

WHEREAS, the Parties wish to jointly undertake the Project described herein, pursuant to, *inter alia*, sections 9.482 and 715.02 of the Revised Code and Chapter 5540 of the Revised Code;

NOW, THEREFORE, in consideration of the mutual promises and covenants described herein, the Parties agree as follows:

Article 1. DEFINITIONS

Section 1.1. Project: For the purposes of this Agreement, the "Project" shall include the following infrastructure in general conformance with **Exhibit A** and construction plans on file with the City of Delaware Engineering Office.

1.1.1 **Sawmill Parkway, Phase G Part 1**, also known as Phase G1 or DEL-CR609-

10.02, which includes the construction of 0.27 miles of Sawmill Parkway with a shared use path and one intersection, rough grade of an additional 0.60 miles of Sawmill Parkway, constructing proposed ditches from beginning of project to South Section Line Road and constructing storm water retention facilities.

1.1.2 **Sawmill Parkway, Phase G Part 2**, also known as Phase G2, which includes the construction of 0.60 miles of Sawmill Parkway extending from the western terminus of Phase G1 to, and inclusive of, a new single-lane modern roundabout at South Section Line Road, street lighting and related improvements.

2 Article 2. RESPONSIBILITIES OF THE TID

Section 2.1. Cooperation: The TID, acting by and through the County Engineer, shall cooperate with the City to coordinate review of planning and engineering for the Project.

Section 2.2. Grants: The TID shall take all necessary steps to obtain grant funding provided by the Ohio Department of Transportation (ODOT) through its Transportation Improvement District Funding Program toward the Project.

Section 2.3. Contribution of Funds: The TID shall contribute to the City a sum of Five Hundred Thousand Dollars (\$500,000.00) to be used for the construction of Sawmill Parkway Phase G1 as defined in Section 1.1.1, with the total sum paid to the City not later than July 15, 2022. Any grant funds obtained by the TID as reimbursement for this expense shall be retained by the TID.

Section 2.4. No Further Obligation: This Agreement shall not obligate the TID to any additional contribution toward Phase G2. The TID desires and agrees to cooperate with the City toward a subsequent agreement governing completion of Phase G2 and will consider the City's costs associated with actions described in Section 3.3 as part of the City's contribution to Phase G2.

Article 3. RESPONSIBILITIES OF THE CITY

Section 3.1. Completion of Phase G1: The City shall perform all necessary actions to pay for, design, acquire, construct, or cause to be constructed, and complete Phase G1 as described in Section 1.1.1 not later than July 1, 2023, at the lowest cost which is reasonably required to complete the Project in accordance with the plans, specifications and estimates, subject to the TID's contribution as described in Section 2.3.

Section 3.2. Contribution to Phase G2: Contingent upon receipt of the TID's contribution for Phase G1 described in Section 2.3, the City shall contribute a sum of no less than Five Hundred Thousand Dollars (\$500,000.00) to the TID for construction of Phase G2, or part thereof in the event Part G2 is constructed in more than one phase.

Section 3.3. Additional Cooperation for Phase G2: In addition to the contribution toward construction of Phase G2 specified in Section 3.2, the City intends to (1) design Phase G2; (2)

obtain right of way for Phase G2; and (3) construct stormwater drainage elements for the Project in Phase G1 that will be used for Phase G2.

Section 3.4. No Further Obligation: This Agreement shall not obligate the City to any additional contribution toward Phase G2 beyond the amount specified in Section 3.2. The City desires and agrees to cooperate with the TID toward a subsequent agreement governing completion of Phase G2.

Article 4. MISCELLANEOUS TERMS AND CONDITIONS

Section 4.1. Relationship of the Parties: Neither this Agreement nor the relationship between the Parties established pursuant to this Agreement shall constitute or be deemed to be that of a partnership, joint venture, employment, or principal and agent. The Parties do not have authority to make any representations, warranties or statements on behalf of any other, and no Party shall bind or be liable for the debts or obligations of any other. In the performance of their respective duties herein, each Party is and shall at times remain an independent contractor, free and clear of any dominion or control by the others, except as specifically provided herein.

Section 4.2. Extent of Covenants, No Personal Liability: All covenants, obligations and agreements herein shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future member, trustee, officer, agent, elected official or employee of any party to this Agreement other than his/her official capacity; and neither the officials of the City and TID, nor the County Engineer or other official executing this Agreement, shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

Section 4.3. Other Beneficiaries: Only those Parties signatory to this Agreement shall have rights under this Agreement. No other persons or entities shall have any rights under this Agreement or be deemed to be a third-party beneficiary of this Agreement.

Section 4.4. Challenge to Agreement: In the event of a court action by a third party challenging the validity or enforceability of this Agreement or any of its provisions, the Parties shall fully cooperate to defend the Agreement.

Section 4.5. Assignment: Except as specifically enumerated within this Agreement regarding assignment of certain responsibilities, powers, duties or agreements of one named Party to another named party within this Agreement, the Parties may not assign this Agreement, in whole or in part, voluntarily or involuntarily, by operation of law, or otherwise, to any other party without the prior written consent of all other Parties, which consent shall not be unreasonably withheld.

Section 4.6. Remedies: In the event of a breach of this Agreement, an aggrieved party may seek specific performance of this Agreement by the breaching party in addition to any other remedies at law or in equity.

Section 4.7. Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

Section 4.8. Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.

Section 4.9. Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

Section 4.10. Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

Section 4.11. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Article 5. NOTICES

Section 5.1. Notices shall be in writing and shall be deemed to have been duly given upon receipt, when delivered personally to a Party at its address as stated herein; or, one Business Day after being delivered to a reputable overnight courier service, prepaid, marked for next-day delivery to a Party at its address as stated herein.

All notices to be given to the City pursuant to this Agreement shall be sent to the following address:

City of Delaware Public Works Department
Attn: William L. Ferrigno, P.E., Public Works Director/City Engineer
440 E. William St.
Delaware, OH
43015

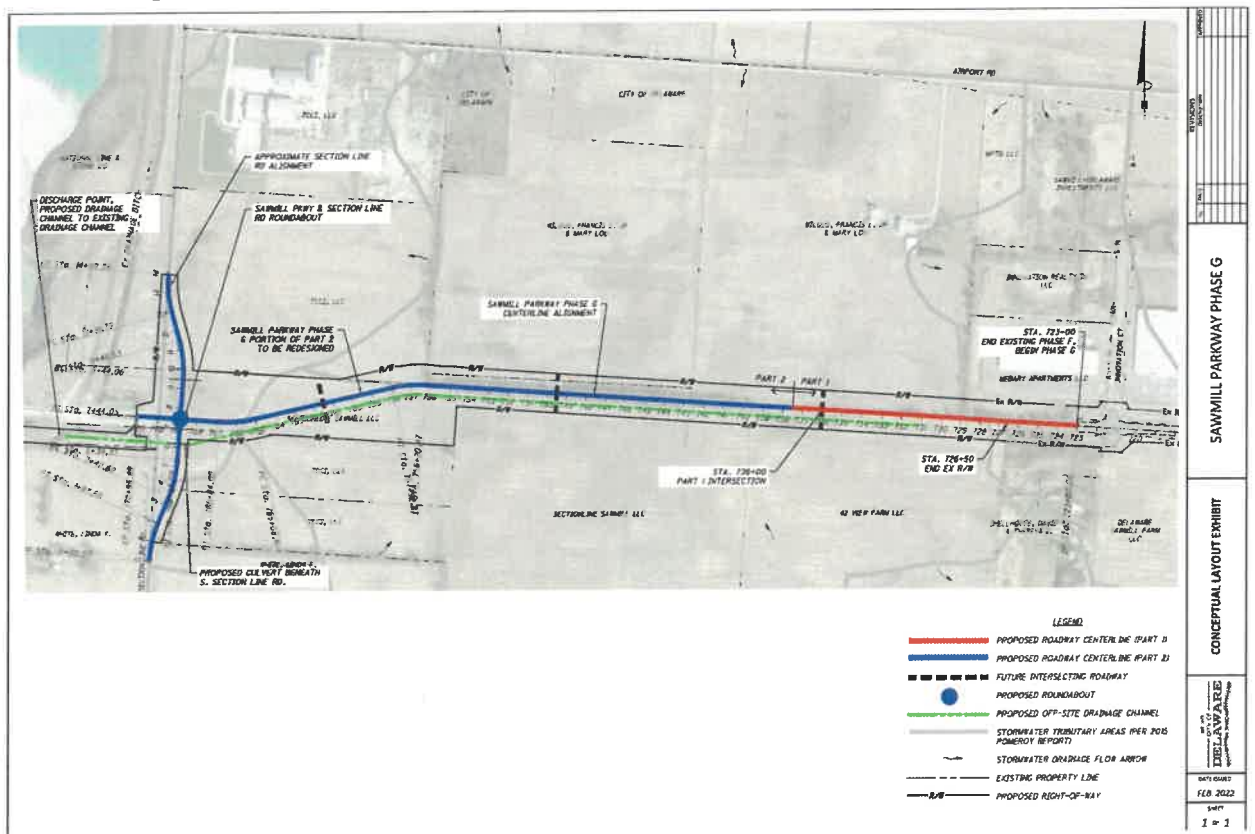
All notices to be given to the TID pursuant to this Agreement shall be sent to the following address:

Delaware County Transportation Improvement
 District Attn: Seiji Kille, Secretary-Treasurer
 145 North Union
 Street Delaware,
 Ohio 43015

Any Party may change its address at any time for notices upon providing written notice to the other Parties.

EXHIBIT A

Map of proposed Sawmill Parkway Phase G delineating Part 1 and Part 2



Other business:

None.

The next meeting is scheduled for August 10, 2022.

A motion from Mr. Blayney, seconded by Ms. Davies adjourned the meeting at 10:04 AM.

Hearing no objection, Mr. Bauserman adjourned the meeting.

Minutes by: Dinovo, Riley

Board Approval of Minutes:

09.14.2022
Date



Si Kille, Secretary-Treasurer