



# DELAWARE COUNTY *Ohio*

TRANSPORTATION IMPROVEMENT DISTRICT

## Chairman

Chris Bauserman, PE, PS  
*Delaware County Engineer*

## Vice-Chair

Tracie Davies  
*Delaware County Administrator*

## Board of Trustees

### 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*

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## Meeting Minutes September 14, 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  
Seiji Kille, Deputy Auditor  
Pat Blayney  
Tom Price

### **Call to Order:**

The meeting was called to order by Chairman Chris Bauserman, at 9:30 AM. The Pledge of Allegiance was led by Chris Bauserman.

### **Public Comment**

-None.

### **Approval of the Minutes of the June 8, 2022 Regular Meeting**

A motion was made by Mr. Blayney, seconded by Mr. Price to approve the June 8, 2022 minutes. A voice vote was called. All voted Aye.

### **Board Member Reports**

Mr. Bauserman reported that he and Mr. Riley participated in a meeting with the City of Delaware for the Sawmill Parkway extension. The Engineer's office will be assisting the City with the Right-of-Way portions of the project.

### **Secretary-Treasurer's Report**

Mr. Kille reported the balance of the TID account was \$4,257,343.15. The State's audit is now complete. The TID received a clean audit. A motion was made by Mr. Price, seconded by Mr. Blayney to approve the Treasurer's Report. A voice vote was called. All voted Aye.

### **Staff Report**

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.

Due to some additional design work that is needed to ensure the design accommodates right of way on the west side of I-71 that should be acquired with Phase A, a contract modification will be requested in the coming months.

Current Contract amount: \$2,777,387

Estimated TID administrative fee: \$60,548

## **2. Home Road and Sawmill Parkway Improvements:**

Due to relocation of a Columbia Gas line, project completion was delayed about 3 weeks. Shelly & Sands is currently about 70% complete with the project. Completion current scheduled for early October 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. Notice was received from ODOT in July that they did not award funding to this project.

**Phase G1** is currently under construction and the road extends 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. Completion is expected in November 2022.

**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.

The project agreement has been executed and the \$500,000 contribution to the City of Delaware will be processed later in September.

The other topics on the report (Bale Kenyon Road Improvements, Phase 1 and Future Projects) were different until those topics were discussed later in the meeting.

### **Discussion- Intel Traffic Impact Study and Related Improvements**

DCEO has had preliminary conversations with the Licking County TID director about a Traffic Planning Study for the Intel project.

The Licking County TID is currently working to develop a scope of services with an engineering consultant to study the proposed traffic impacts of the Intel project. Licking County has offered Delaware County the opportunity to participate in the study and extend the study limits to include portions of Delaware County. Specifically, DCEO would like to explore the projected traffic impacts and needed improvements on the following roads:

- Sunbury Road (Westerville to Village of Galena)

- Smothers Road
- Fancher Road
- Center Village Road
- (Delaware-Licking) County Line Road

DCEO has funding available to join this study so no TID action is needed at this time; however, the Board should be advised that it is highly likely that TID involvement in some of the improvements needed to mitigate traffic congestion and improve safety on certain Delaware County roads in the vicinity of Intel will be needed.

Mr. Riley stated the Jobs and Commerce Grant was not successful.

Mr. Bauserman encouraged the Board to speak to our state representatives about increasing the TID funding which is set by statute.

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. Per discussion at the July 2022 TID board meeting, a project agreement to contribute \$500,000 toward this project has been prepared.

**Resolution No. 2022-08**

Approving a Project Agreement with Orange Township for the Bale Kenyon Road Improvements, Phase 1:

It was moved by Mr. Blayney, seconded by Mr. Price to approve the following:

This Agreement is made and entered into this 14<sup>th</sup> day of September, 2022, by and between the Board of Trustees of Orange Township (hereinafter the "Township") 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 improvements entitled DEL-TR107-0.05 Phase 1 generally as depicted in the construction plans on file with the Delaware County Engineer’s Office, which includes improvement of 0.58 miles of Bale Kenyon Road (T.R. 107) including grading, drainage, curb and gutter, and shared use path, and by this reference hereby made a part of this Agreement.

#### Article 2. RESPONSIBILITIES OF THE TID

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

Section 2.2. Contribution of Funds: The TID shall contribute to the Township a sum of Five Hundred Thousand Dollars (\$500,000.00) to be used for the construction of the Project as defined in Section 1.1, with the total sum paid to the Township within 30 days of the TID’s receipt of Orange Township’s invoice, but not sooner than June 1, 2024.

#### Article 3. RESPONSIBILITIES OF THE TOWNSHIP

Section 3.1. Completion of Phase 1: The Township shall perform all necessary actions to acquire, construct, or cause to be constructed, and complete Phase 1 as described in Section 1.1 not later than November 1, 2023 in accordance with the plans, specifications and estimates, subject to receipt of the TID’s contribution as described in Section 2.2.

#### 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 Township 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 Township pursuant to this Agreement shall be sent to the following address: Orange Township Board of Trustees  
Attn: Michele Boni, Township Administrator  
1680 East Orange Road Lewis Center, Ohio 43035

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.

**Other business:**  
None.

Hearing no objection, Mr. Bauserman adjourned the meeting at 9:55 AM.

Minutes by: Dinovo  
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Board Approval of Minutes:

\_\_\_\_\_ Date

\_\_\_\_\_ Si Kille, Secretary-Treasurer