



RESOLUTION 17-2023

OF THE VILLAGE OF ASHVILLE



A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR AND/OR FISCAL OFFICER TO EXECUTE AN AGREEMENT TO COMPLETE CAPACITY FEES FOR MARONDA HOME'S SUBDIVISION ASHTON CROSSING.

WHEREAS, the Village of Ashville Council is responsible for the authorizing agreements and capacity fees. Village Budget; and

WHEREAS, the Village Council of Ashville and Maronda Homes has been engaged in the Ashton Crossing Subdivision legislatively since Resolution 2004-03, Ordinance 2004-10, Ordinance 2005-02, Resolution 2005-05, Resolution 2005-16, Resolution 02-2007(oversizing), and Ordinance 2009-17; and

Whereas, the Village of Ashville and Maronda Homes wishes to conclude the process involving oversizing under Codified Ordinance Section 1181.03 Costs to be shared by the Village, see Exhibit A.

NOW, AND HEREAFTER BE IT RESOLVED BY THE VILLAGE COUNCIL, VILLAGE OF ASHVILLE, PICKAWAY COUNTY, STATE OF OHIO THAT:

SECTION ONE

The Village of Ashville Village Administrator and/or Fiscal Officer is authorized execute an agreement with Maronda Homes, see Exhibit B.

Summary of Exhibit B

- Sanitary oversizing capacity amount owed by the Village of Ashville \$188,700
- Water capacity amount owed by Maronda Homes \$319,680
- Maronda Homes will pay the water capacity fee of \$130,980 by July 15, 2023
- Maronda Homes will pay the balance upon payment of the \$188,700 by the Village of Ashville

Therefore, this resolution will take effect at the earliest time allowed by law.

Offered by: Roger L. Clark

Seconded to the Motion Offered by: Steve Welsh

Upon roll call on the adoption of the resolution, the vote was as follow:

Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No	Council Member	Yes	No
Roger L. Clark	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Colton Henson	<input type="checkbox"/>	<input type="checkbox"/>	Randy S. Loveless	<input checked="" type="checkbox"/>	<input type="checkbox"/>	R. David Rainey	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Matt Scholl	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Excused Absences														

ADOPTED THIS 26th DAY OF JUNE, 2023

ATTEST:

April D. Grube, Clerk-Fiscal Officer

DATE: 7/6/2023

APPROVED:

Nelson R. Embrey II, Mayor

DATE: 7/7/2023

Prepared: 06/23/2023
Revised Date:
Review Date:

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the resolution adopted by the Village of Ashville Council held on 26th day of June 2023, and that I am duly authorized to execute this certificate.



(Original signature of April D. Grube) Clerk-Fiscal Officer
(TITLE)

1181.03 COSTS TO BE SHARED BY THE VILLAGE.

In consideration for the agreement by the Owner/Developer of the land being developed to install utilities and/or streets to sizes and configurations in excess of the needs of the land being developed, the Village shall share in the cost of the excess size and configuration of the utilities and/or streets as stipulated herein.

- (a) A utility or street shall be considered excessive to needs of the land being developed when:
 - (1) The Village specifically requires a greater width, size or configuration of street for the purpose of meeting the future needs of the Village as provided for in approved systems studies.
 - (2) There is additional pavement width and depth and/or additional length of storm sewers and other improvements required for all thoroughfares.
 - (3) The Village requests that a waterline be more than eight (8) inches in diameter or more when such size is not required to meet the needs of the land being developed.
 - (4) A sanitary sewer line is eight (8) inches in diameter or more unless this size is required for the land being developed by reason of grade or trench loading requirements of the land being developed or because of anticipated flow from the land being developed.
 - (5) Other conditions warrant cost sharing and such conditions are approved by Village Council.
- (b) The Village shall share in the cost of improvements by:
 - (1) Paying for all the material costs only for the size difference of the waterline, sanitary sewer pipe and the appurtenances thereto between what is required for the land being developed and what is excessive to the needs of the land being developed.
 - (2) Paying for all materials F.O.B. the plant, factory, supply depot or warehouse for such other improvements that are excessive to the land being developed.
- (c) Nothing in this section shall be interpreted, read or construed to obligate the Village for expenses incurred by the Owner/Developer, contractor, subcontractor or other persons because of:
 - (1) Equipment or labor cost due to the oversizing or increased depth of waterlines or sewers;
 - (2) Equipment, labor or material cost due to improperly and/or unacceptable installed improvements including the removal and replacement thereof; or
 - (3) Any improvements installed prior to the approval of the cost sharing by the Village.
- (d) Upon approval of the preliminary plat by Planning and Zoning Board, the following procedure shall be followed:
 - (1) The Owner/Developer shall submit to the Planning and Zoning Board a list of all improvements eligible for cost sharing and the amount of these costs. The Planning and Zoning Board shall submit such material to the Village Engineer for review;
 - (2) Upon review by the Village Engineer and recommendation by the Planning and Zoning Board, an ordinance shall be submitted to Village Council for approval, appropriating funds to cover the Village's portion;
 - (3) Upon completion and acceptance of the work and quantities thereof by the Village Engineer, the costs shall be certified to the Village Fiscal Officer by the Village Engineer.
- (e) Failure of the Owner/Developer of the land to provide the Planning and Zoning Board and/or Village Engineer with copies of billings, invoices, contracts, agreements or such other evidence of construction costs as the Board deems necessary within six months of completion and acceptance of the improvements by the Village, shall constitute just cause to declare the agreement to cost share as provided herein, null and void and no reimbursement shall be made or moneys paid without reapproval by Council.

Agreement Regarding
Trunkline Reimbursement
and
Water Service Tap Fees

THIS AGREEMENT REGARDING TRUNKLINE REIMBURSEMENT AND WATER SERVICE TAP FEES (the “Agreement”) is entered into this 11th day of July 2023 by and between Maronda Homes LLC of Ohio (“Maronda”) and the Village of Ashville, Ohio, an Ohio municipal corporation (“Village”).

I. Background

- A. Maronda is the developer of Ashton Crossing, a 232-home subdivision located in the Village (“Ashton”)
- B. At the request of the Village, Maronda increased the size of the sanitary sewer line necessary to serve Ashton from an 8” line to an 18” trunkline (the “Trunkline”). The trunkline has been constructed and is sized to serve a tributary land area beyond Ashton.
- C. Per Resolution No. 17-2023, the Village has reimbursed to Maronda a portion of the agreed upon cost of constructing the Trunkline however a total of One Hundred Eighty-Eight Thousand Seven Hundred Dollars (\$188,700) (the “Credit”) remains unreimbursed.
- D. By this Agreement, Maronda agrees to forego receipt of the Credit until the Village has collected sufficient sanitary sewer tap fees to pay the Credit in full.
- E. In consideration of Maronda’s agreement to wait for reimbursement of the Credit as set forth in D above, the Village agrees to sell to Maronda seventy-four (74) water tap fees at a price of Four Thousand Three Hundred and Twenty Dollars (\$4,320) per tap.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises herein contained, the sufficiency of which are acknowledged by the parties hereto, Maronda and Village agrees as follows:

II. Terms

- 1) Background. The foregoing Background is hereby incorporated herein as though fully restated within this Article II.
- 2) Reimbursement Timing. Maronda agrees to forego the Village’s payment of the Credit due Maronda for the construction of the Trunkline until the Village receives anticipated sanitary sewer tap fees from unrelated residential developments within the Village.

- 3) Water Tap Fees. The Village agrees to sell seventy-four (74) residential water taps to Maronda for Ashton homes at an individual tap cost of Four Thousand Three Hundred and Twenty Dollars (\$4,320) for a total price of Three Hundred Nineteen Thousand Six Hundred and Eighty Dollars (\$319,680) payable as follows:
- a. One Hundred Thirty Thousand Nine Hundred Eighty Dollars (\$130,980) on or before July 15, 2023; and
 - b. One Hundred Eighty-Eight Thousand Seven Hundred Dollars (\$188,700) upon the Villages payment of the Credit to Maronda.
- 4) Miscellaneous.
- a. Terms Binding. The terms of this Agreement shall be binding upon all the Village and Maronda hereto and upon each of their successors and assigns.
 - b. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement.
 - c. Notices. Except as otherwise specifically set forth in the Agreement, all notices, demands, requests, consents or approvals given, required or permitted to be given hereunder must be in writing and will 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 party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient has previously notified the sender of in writing, and will be deemed received upon actual receipt, unless sent by certified mail, in which event such notice will be deemed to have been received when the return receipt is signed or refused. The Village and Maronda, by notice given hereunder, may designate any further of different addresses to which subsequent notices, certificates, requests, or other communications must be sent. The present addresses of the Village and Maronda follow:

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|------------------------|---|
| i. To Maronda at: | Maronda Homes
c/o Rich Conie
rich@rjc-company.com
(614) 206-4196 |
| ii. To the Village at: | Village of Ashville
c/o Franklin Christman
(740) 983-7132 |

[Signatures on following page]

Maronda Homes LLC

Todd Lipschutz

By: Todd Lipschutz
Its: Division Manager
Date: 6/23/23

Village of Ashville

Franklin Christman

By: Franklin Christman
Its: Village Administrator
Date: July 10, 2023