



# RESOLUTION 18-2023

## OF THE VILLAGE OF ASHVILLE



**A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR AND/OR FISCAL OFFICER TO EXECUTE AN AGREEMENT WITH THE WILLS GROUP TO COMPLETE CAPACITY FEES FOR THE DISTILLERY APARTMENTS.**

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 The Wills Group have been engaged in The Distillery Apartments Development legislatively since Resolution 15-2021 and Ordinance 2022-01; and

Whereas, the Village of Ashville and The Wills Group dba The Distillery Apartments 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 to execute an agreement with The Wills Group, see Exhibit B.

**Summary of Exhibit B**

**Water**

Building Number	One Bedroom	Two Bedroom	Three Bedroom	Total	Due Date							
1 A	6	\$2,500	\$15,000	18	\$2,750	\$49,500	0	\$3,000	\$0	24	\$64,500	July 15, 2023
2 A	6	\$2,500	\$15,000	18	\$2,750	\$49,500	0	\$3,000	\$0	24	\$64,500	Aug. 15, 2023
3 C	12	\$2,500	\$30,000	24	\$2,750	\$66,000	0	\$3,000	\$0	36	\$96,000	Sept. 15, 2023
4 E	4	\$2,500	\$10,000	0	\$2,750	\$0	6	\$3,000	\$18,000	10	\$28,000	Oct. 15, 2023
5 E	4	\$2,500	\$10,000	0	\$2,750	\$0	6	\$3,000	\$18,000	10	\$28,000	Nov. 15, 2023
6 C	12	\$2,500	\$30,000	24	\$2,750	\$66,000	0	\$3,000	\$0	36	\$96,000	Dec. 1, 2023
7 C	12	\$2,500	\$30,000	24	\$2,750	\$66,000	0	\$3,000	\$0	36	\$96,000	Dec. 15, 2024
8 E	4	\$2,500	\$10,000	0	\$2,750	\$0	6	\$3,000	\$18,000	10	\$28,000	Jan. 2, 2024
9 E	4	\$2,500	\$10,000	0	\$2,750	\$0	6	\$3,000	\$18,000	10	\$28,000	Jan. 15, 2024
10 C	12	\$2,500	\$30,000	24	\$2,750	\$66,000	0	\$3,000	\$0	36	\$96,000	Feb. 15, 2024
	76	\$2,500	\$190,000	132	\$2,750	\$363,000	24	\$3,000	\$72,000	232	\$625,000	Feb. 29, 2024
Club House 2-inch Tap July 15, 2023					\$30,370						\$655,370	Feb. 29, 2024

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 10<sup>th</sup> day of July 2023, and that I am duly authorized to execute this certificate.

\_\_\_\_\_  
 (Original signature of April D. Grube)

Clerk-Fiscal Officer  
 (TITLE)



Wastewater

Building Number	One Bedroom		Two Bedroom		Three Bedroom			Total	Due Date			
1 A	6	\$3,500	\$21,000	18	\$3,750	\$67,500	0	\$4,000	\$0	24	\$88,500	July 15, 2023
2 A	6	\$3,500	\$21,000	18	\$3,750	\$67,500	0	\$4,000	\$0	24	\$88,500	Aug. 15, 2023
3 C	12	\$3,500	\$42,000	24	\$3,750	\$90,000	0	\$4,000	\$0	36	\$132,000	Sept. 15, 2023
4 E	4	\$3,500	\$14,000	0	\$3,750	\$0	6	\$4,000	\$24,000	10	\$38,000	Oct. 15, 2023
5 E	4	\$3,500	\$14,000	0	\$3,750	\$0	6	\$4,000	\$24,000	10	\$38,000	Nov. 15, 2023
6 C	12	\$3,500	\$42,000	24	\$3,750	\$90,000	0	\$4,000	\$0	36	\$132,000	Dec. 1, 2023
7 C	12	\$3,500	\$42,000	24	\$3,750	\$90,000	0	\$4,000	\$0	36	\$132,000	Dec. 15, 2024
8 E	4	\$3,500	\$14,000	0	\$3,750	\$0	6	\$4,000	\$24,000	10	\$38,000	Jan. 2, 2024
9 E	4	\$3,500	\$14,000	0	\$3,750	\$0	6	\$4,000	\$24,000	10	\$38,000	Jan. 15, 2024
10 C	12	\$3,500	\$42,000	24	\$3,750	\$90,000	0	\$4,000	\$0	36	\$132,000	Feb. 15, 2024
	76	\$3,500	\$266,000	132	\$3,750	\$495,000	24	\$4,000	\$96,000	232	\$857,000	Feb. 29, 2024
Club House 2-inch Tap July 15, 2023				\$39,000							\$896,000	Feb. 29, 2024
Oversizing Credit									(\$11,000)		\$885,000	Feb. 29, 2024

SECTION TWO

No Occupancy Permit will be granted to a building until the Capacity Fee (Tap) and Impact Fee (s) are paid for the building being occupied.

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

Offered by: R. David Rainey

Seconded to the Motion Offered by: Colton Henson

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 Council Member Yes No  
 Roger L. Clark   Colton Henson   Randy S. Loveless   R. David Rainey   Matt Scholl   Steve Welsh

ADOPTED THIS 10<sup>th</sup> DAY OF JULY, 2023

ATTEST:

  
 April D. Grube, Clerk-Fiscal Officer

DATE: 7/12/2023

APPROVED:

  
 Nelson R. Embrey II, Mayor

DATE: 7/12/23

**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  
Line Reimbursement  
and  
Water and Wastewater Service Tap Fees

THIS AGREEMENT REGARDING TRUNKLINE REIMBURSEMENT AND WATER SERVICE TAP FEES (the “Agreement”) is entered into this 10<sup>th</sup> day of July 2023 by and between The Wills Group (“The Distillery”) and the Village of Ashville, Ohio, an Ohio municipal corporation (“Village”).

I. Background

- A. The Wills Group is the developer of The Distillery Apartments, a 232-multifamily development located in the Village.
- B. At the request of the Village, The Distillery increased the size of the sanitary sewer line necessary to serve a location on the north side of State Route 752 (“line”). The line has been constructed and is sized to serve a tributary land area beyond The Distillery.
- C. Per this Resolution No. 18-2023, the Village has reimbursed to The Distillery a portion of the agreed upon cost of constructing the line of \$11,000.
- D. The \$11,000 oversizing fee will be deducted from the Sanitary Capacity Fee.

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, The Distillery 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) Water Tap Fees. The Village agrees to sell two-hundred and thirty-two (232) multifamily residential water taps to The Wills Group for The Distillery at an individual tap cost of Two Thousand Five Hundred (\$2,500) for a one-bedroom, Two Thousand seven Hundred and Fifty Dollars (\$2,750) for a two-bedroom, Three Thousand (\$3,000) for a three-bedroom, and the Club House two (2) inch for \$30,370 for a total Six Hundred and Fifty-Four Thousand Three Hundred and Seventy Dollars \$654,370 payable as follows:
  - a. One-bedroom is One Hundred and Ninety Thousand Dollars (\$190,000)
  - b. Two-bedroom Three Hundred and Sixty-Three Thousand Dollars (\$363,000)
  - c. Three-Bedroom Seventy-Two Thousand Dollars (\$72,000)
  - d. Club House Thirty Thousand Three Hundred and Seventy Dollars (\$30,370)
  - e. Total Six Hundred and Fifty-Five Thousand Three Hundred and Seventy Dollars (\$655,370)

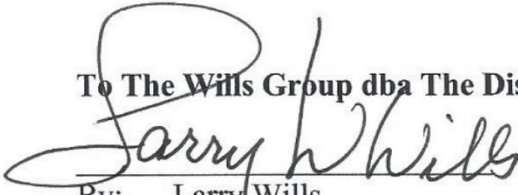
- 3) Wastewater Tap Fees. The Village agrees to sell Two-Hundred and Thirty-Two (232) multifamily residential wastewater taps to The Wills Group for The Distillery at an individual tap cost of Three Thousand Five Hundred (\$3,500) for a one-bedroom, Three Thousand seven Hundred and Fifty Dollars (\$3,750) for a two-bedroom, Four Thousand (\$4,000) for a three-bedroom, and the Club House two (2) inch for Thirty Nine Thousand (\$39,000) for a total Six Hundred and Fifty-Four Thousand Three Hundred and Seventy Dollars \$654,370 payable as follows:
- a. One-bedroom Two Hundred and Six-Six Thousand Dollars (\$266,000)
  - b. Two-bedroom Four Hundred and Ninety-Five Dollars (\$495,000)
  - c. Three-Bedroom Ninety-Six Thousand Dollars (\$96,000)
  - d. Club House Thirty-Nine Thousand Dollars (\$39,000)
  - e. Total Eight Hundred and Ninety-Six Thousand Dollars (\$896,000)
  - f. Total with Oversizing Credit Eight Hundred and Eighty-Five Thousand Dollars (\$885,000)
- 4) Miscellaneous.
- a. Terms Binding. The terms of this Agreement shall be binding upon all the Village and The Distillery 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 The Distillery, 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 The Distillery follow:
    - i. To The Distillery at:
 

The Distillery Homes
c/o Larry Wills
<a href="mailto:larry.wills@yahoo.com">larry.wills@yahoo.com</a>
(614) 323-8084
    - ii. To the Village at:
 

Village of Ashville
c/o Franklin Christman
(740) 983-7132

[Signatures on following page]

**To The Wills Group dba The Distillery**



By: Larry Wills  
Its: Owner/Developer  
Date: 6/30/23

**Village of Ashville**



By: Franklin Christman  
Its: Village Administrator  
Date: July 11, 2023