

RESOLUTION NO. 32-1993

Offered by Mr. Howard

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH RICHFIELD GROUP, INC. TO APPROVE A CONSTRUCTION AGREEMENT FOR THE FOREST RIDGE SUBDIVISION PHASES 2 AND 3 AND DECLARING AN EMERGENCY

BE IT RESOLVED by the Council of the Village of Richfield, State of Ohio:

SECTION 1. That the Mayor and Finance Director be, and they hereby are, authorized and directed to enter into an agreement with Richfield Group, Inc. to approve the construction of the Forest Ridge Subdivision Phases 2 and 3, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason to allow construction to begin while weather still permits; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect and be in force immediately upon its passage and signature by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed:

June 1, 1993

David W. Howard
President of Council

Ray H. [Signature]
Mayor

Dated 6/1/93

ATTEST:

[Signature]
Clerk of Council

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 1993, by and between the VILLAGE OF RICHFIELD, 4410 West Streetsboro Road, P. O. Box 387, Richfield, Ohio 44286-0387 ("Richfield") and Richfield Group, Inc., 3583 Sparrow Pond Circle, Akron, Ohio 44313 ("Developer").

WHEREAS, Developer, on the _____ day of _____, 1993, submitted plans for the development of a 38 lot subdivision in the Village of Richfield, to be known as the Forest Ridge Subdivision, Phases 2 and 3 ("the Subdivision"); and

WHEREAS, the Subdivision is a major subdivision as defined by Section 3.2.2 of the Richfield Platting and Subdivision Code (the "Code"); and

WHEREAS, on _____, 1993, the Subdivision was given preliminary approval by the Planning & Zoning Commission pursuant to Section 3.4.3.4 of the Code; and

WHEREAS, the Developer has submitted improvement plans as required by Section 3.4.4 of the Code; and

WHEREAS, these plans have been reviewed and approved, with modifications, by the Village Engineer and Planning & Zoning Commission at its meeting of _____, 1993; and

WHEREAS, pursuant to Section 6.4.1, the parties hereto wish to enter into a construction agreement to assure construction and installation of the improvements in the Subdivision required by the Richfield Planning & Zoning Regulations.

NOW, THEREFORE, IT IS HEREBY AGREED by and between Richfield and the Developer as follows:

(1) The Developer shall construct and install, at the Developer's sole expense, the improvements shown on the final approved improvement drawings for the subdivision, a copy of which final improvement drawings are attached hereto as Exhibit "A" and incorporated herein fully as if by reference. Developer shall comply with all provisions of the Code in the construction and installation of the improvements.

(2) The improvements will be constructed in phases with Phases 2 and 3 consisting of Lots 29 through 66.

(3) All such improvements shall be constructed in accordance with the standards of the Village of Richfield and the reasonable directions of the Village Engineer, and the standards of any utility which is being extended to the subdivision.

(4) Upon final completion and approval of the improvements by the Village Engineer, Developer shall offer the improvements for dedication to public use.

(5) All improvements shall be completed and installed within eighteen (18) months of the notice to proceed given by the Village Engineer.

(6) Developer shall comply with Section 6.1.4 of the Code for a total of 9.9732 acres and \$39,746.05 for Phases 1, 2 and 3 (less \$32,746.05 paid in cash to date and land parcels in two deals) for a balance due the Village of \$6,553.94.

(7) Developer shall furnish six (6) sets of record drawings for sanitary sewers and storm sewers.

(8) The Developer shall deposit with the Village Finance Director an amount of money equal to the Engineer's estimate as per Section 7.5.2. The plan review and inspection deposit amount to be

deposited shall be _____. Such inspection deposit shall be deposited in increments of \$10,000. When the first \$10,000 increment is drawn down, Richfield will notify the Developer who will, as promptly as possible, deposit the second \$10,000 increment. When the second \$10,000 increment is drawn down, Richfield shall notify the Developer who shall, as promptly as possible, then deposit the remaining \$_____.

(9) Upon acceptance of the improvements, the Developer shall furnish a maintenance guarantee in the amount of ten percent (10%) of the cost of the improvements as required by Section 6.4.6 of the Code.

(10) The Developer shall furnish liability insurance naming the Village as an additional insured in the amount of \$1 million for each occurrence and \$1 million aggregate for each claim as required by Section 6.4.7 of the Code. Developer shall keep the insurance in effect until all of the improvements have been approved by the Village Engineer and accepted by the Village.

(11) Prior to offering for dedication the improvements, the Developer shall furnish a title guarantee as required by Section 6.4.8 of the Code. Said title guarantee may be furnished in sections covering the actual phase of the development being offered for dedication.

(12) The Developer may use the water tower site ultimately selected as a staging area. The Developer will use present access to the development from the staging area and will restore the access to a condition acceptable to the Village Engineer when construction of the subdivision is complete and accepted by the Village.

(13) Developer will either install or reimburse the Village for the installation of street name signs, stop signs and pavement markings.

IN WITNESS WHEREOF, the parties hereto have set their signatures as of the date and place first above written.

Signed in the presence of:

VILLAGE OF RICHFIELD

By _____
Its _____

And _____
Its _____

DEVELOPER

By _____
Its _____

And _____
Its _____