

RESOLUTION NO. 64 -1991

Offered by Mayor & All of  
Council

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 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, 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: 12/3/91

David W. Howard  
President of Council

Ray R. [Signature]  
Mayor

Dated 12/3/91

ATTEST:  
[Signature]  
Clerk of Council

AGREEMENT

THIS AGREEMENT made this 9<sup>th</sup> day of December, 1991, 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 9<sup>th</sup> day of December, 1991, submitted plans for the development of a 28 lot subdivision in the Village of Richfield, to be known as the Forest Ridge Subdivision ("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, the Subdivision has been 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 September 24, 1991; 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 Phase 1 consisting of Lots 1 through 28. Nevertheless, despite the phased development, the Developer shall construct and install the following improvements which shall serve the entire Subdivision at or prior to the completion of Phase 1 of the development:

- (a) Brush Road Sanitary Sewer, Brush Road to Humphrey Road.
- (b) Forestridge-Humphrey Pump Station.
- (c) Subdivision Retention Basin and Erosion and Sediment Control Measures.

(3) All such improvements shall be constructed in accordance with the standards of the Village of Richfield, 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 as follows:  $67.775 \text{ Acres} \times 0.06 = 4.067$  acres of which the Village is desiring (a) 2.649 acres for a future City of Cleveland Water Department tower; (b) 0.0297 acres for the future widening of a certain section of Brush Road as described by Exhibit "B" as attached hereto; and (c) remaining required 1.388 acres to be monetary compensation to the Village at a sum of \$5,511.25.

(7) 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 \$28,646. 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 \$8,646.

(8) 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.

(9) 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 in-

surance in effect until all of the improvements have been approved by the Village Engineer and accepted by the Village.

(10) 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.

(11) The public sites shall be transferred by the Developer to Richfield when construction begins. The Developer may propose and the Village will consider an alternate site for the water tower. Such alternate site will only be acceptable if the Village and the City of Cleveland Department of Utilities approves.

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

(13) The Developer shall cause its sewer subcontractor, Kenmore Construction, to construct laterals for existing homes on Brush and Humphrey Roads, if applicable. The Village will reimburse the Developer for the reasonable costs associated with connecting these laterals as approved by the Village Engineer.

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

Milton Gozelangyph

By [Signature]  
Its Mayor

Dennis W. Staff

And [Signature]  
Its Finance Director

DEVELOPER

[Signature]

By [Signature]  
Its Resident

[Signature]

And [Signature]  
Its Secretary

