ORDINANCE NO. 02-2015

Approving the Subdivision of Property at 634 High Street & 41 East New England Avenue, and Approving a Development Agreement (Showe Worthington, LLC).

WHEREAS, a request has been made by Showe Worthington, LLC to combine the property located at 634 High Street and 41 East New England Avenue; and,

WHEREAS, the request has received a complete and thorough review by the Municipal Planning Commission on December 11, 2014 and approval has been recommended by the Commission;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Municipality of Worthington, County of Franklin and State of Ohio:

SECTION 1. That the Subdivision to combine the property located at 634 High Street and 41 East New England Avenue (PID #100-00383, 100-000103 and 100-000526), the graphical exhibit are attached hereto as Exhibit “A” as per Case No. PUD 03-14, Drawings No. PUD 03-14, dated December 29, 2014 be and the same is hereby approved.

SECTION 2. That the City Manager is authorized to enter into a Development Agreement with the Developer, attached hereto as Exhibit “B”.

SECTION 3. That notice of passage of the Ordinance shall be posted in the Municipal Administration Building, the Worthington Library, the Griswold Center, and the Worthington Community Center and shall set forth the title and effective date of the Ordinance and a statement that the Ordinance is on file in the office of the Clerk of Council. This Ordinance shall take effect and be in force from and after the earliest period allowed by law and by the Charter of the City of Worthington, Ohio.

Passed: January 20, 2015

/s/ Bonnie D. Michael
President of Council

Attest:

/s/ D. Kay Thress
Clerk of Council

Introduced January 5, 2015
P.H. January 20, 2015
Effective February 12, 2015
EXHIBIT "A"

PUD 03-14

DECEMBER 29, 2014

THE WORTHINGTON MASONIC ASSOCIATION
BEING A RESUBDIVISION OF PART OF LOTS 117, 118 & 124 OF
THE VILLAGE OF WORTHINGTON, DEED BOOK 1, PAGE 456 (DESTROYED BY FIRE)
A PORTION OF WHICH IS RERECORDED IN P.B. 3, PAGE 330
QUARTER TOWNSHIP 3, TOWNSHIP 2, RANGE 18, U.S.M.L.
CITY OF WORTHINGTON, FRANKLIN COUNTY, OHIO

SIGNED IN THE STATE OF OHIO, COUNTY OF Franklin, CITY OF Worthington, on this 30th day of December, 2014, by William H. Rader, Surveyor, a duly licensed Surveyor as required under the laws of the State of Ohio, and duly licensed and registered in the State of Ohio as required under the laws of said State, who was personally and properly employed on said work at the time of the making of the same and who made the same under the direction and control of the owner of the premises, and is familiar with all of the work or parts thereof, or with the results of such work.

STATE OF OHIO
COUNTY OF Franklin

The foregoing instrument was acknowledged by me, William H. Rader, Surveyor, on this 30th day of December, 2014, before me, and before the notary public, and the Worthington Masonic Association, LLC, for me as notary public, in the County of Franklin, State of Ohio.

Notary Public, State of Ohio

By: [Signature]

Preliminary

Exhibit "A"
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”) is executed on this ___ day of __________, 2015, by and between Showe Worthington LLC, an Ohio limited liability company (the “Developer”), and the City of Worthington, Ohio, an Ohio Municipal Corporation (the “City”), pursuant to Chapter 1101 of the Codified Ordinances of the City of Worthington and the Development Plan for The Lodge Condominiums, pertaining to land more specifically described and depicted on Exhibit A, attached hereto and incorporated by reference (the “Development”).

NOW, THEREFORE, in consideration of the approval of the Development by the Council of the City of Worthington, Ohio (the “City”), it is hereby agreed as follows:

1. The proposed Development and its ultimate use shall conform to all applicable laws of the City of Worthington, including without limitation any applicable provisions of the Planning and Zoning Code and the Building Code of the City of Worthington, except as may be otherwise authorized by proper authority.

2. No construction work, including grading, which may affect the arrangement of streets or other public improvements shall be started until approval of the Development Plan is obtained by the Developer and the performance bond or irrevocable letter of credit acceptable to the City or certified check guaranteeing the completion of public improvements in accordance with Paragraph 5 of this Agreement is provided to the City.

3. The Developer shall pay the entire cost and shall construct, install or otherwise provide all public improvements necessary to serve the Development as required by Title One – Subdivision Platting Regulations of the Codified Ordinances, in connection with the Development, under the supervision of the City Engineer, consisting of the following (collectively the “Public Improvements”):
   (a) 5-foot concrete sidewalk and lighting to be installed on the west side of the access drive (Drawing No. PUD 03-14).
   (b) Monuments and stakes.
   (c) Repair the access drive with a new asphalt surface after construction is completed.
   (d) Landscaping and screening features, and street trees.

4. Prior to beginning any construction work on the Public Improvements, detailed engineering drawings and specifications shall be furnished to the City by the Developer for all of the Public Improvements to be installed in the Development.

5. The Developer shall, in accordance with Section 1101.15 of the Codified Ordinances, provide to the City a performance bond or irrevocable letter of credit reasonably acceptable to the City, or a certified check in an amount equal to the estimated cost of constructing the Public Improvements, guaranteeing the completion thereof within the timeframe referenced on Page #1 of The Development Text of The Lodge Condominiums, or such extension of
time as may be granted by Council. Said performance bond or letter of credit acceptable to the City or certified check shall be released upon acceptance of the Public Improvements by the City and upon the furnishing by the Developer of an additional bond or letter of credit reasonably acceptable to the City, or a certified check in an amount equal to ten percent (10%) of the estimated cost of the construction, guaranteeing the maintenance of the Public Improvements for a period of one (1) year from the date of acceptance. Said maintenance bond or letter of credit acceptable to the City or certified check shall be released upon satisfactory completion of the one (1) year maintenance period. The Developer shall be responsible for the maintenance and care of the Public Improvements for a period of one (1) year after acceptance of said improvements by the City.

6. The City Engineer shall be notified, in writing, at least seven (7) days before any construction is begun on the Public Improvements in order that inspection may be provided.

7. The Developer shall hold the City of Worthington, its officials, agents and employees free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the Public Improvements, except to the extent the City may otherwise be liable under Chapter 2744 of the Ohio Revised Code, and shall defend, at its own cost and expense, any suit or action brought against the City of Worthington, or its officials, agents or employees by reason thereof, until the Public Improvements have been accepted by the City Council and until the end of the one (1) year maintenance period.

8. The Developer or the contractor constructing the Public Improvements shall carry at least the following minimum amounts of insurance: General Public Liability Insurance, on an occurrence basis, in an amount not less than Five Hundred Thousand Dollars ($500,000) for injuries, including those resulting in death, to any one person, and an amount not less than One Million Dollars ($1,000,000) for damages on account of any one accident or occurrence; and Property Damage Insurance on an occurrence basis in an amount not less than Two Hundred Fifty Thousand Dollars ($250,000) for damages on account of any one accident or occurrence.

Said insurance shall be maintained in full force and effect during the construction of the Public Improvements and shall protect the City and its officials, agents and employees from claims for damages to property arising in any manner from the negligent or wrongful acts, errors or omissions of the Developer or the contractor and their employees, agents, or representatives in the construction of the Public Improvements. Certificates of insurance naming the City as an additional insured shall be obtained and filed with the City prior to commencement of construction of the Public Improvements. These certificates shall contain a provision that coverage afforded under the policies shall not be cancelled unless at least thirty (30) days prior actual written notice has been given to the City.

9. Any material violation of or noncompliance with any of the provisions of this Agreement shall constitute a breach of contract and the City shall have the right to stop the work forthwith and hold the bonding company responsible for the completion of the Public Improvements according to the approved Development Plan and this Agreement, or to use the certified check or the letter of credit for such purpose. The City shall notify the Developer, in writing, of any such breaches, violations or noncompliance with any of the provisions or stipulations of this Agreement and shall provide a reasonable time for the Developer to remedy the breach, violation or noncompliance before the City shall have the right to stop work and hold the bonding company responsible for completion of the Public Improvements, or use the certified check or the letter of credit for such purpose, as the case may be.

10. The acceptance and approval of all Public Improvements be and hereby is conditioned upon the Developer or its authorized agent complying in full with the Worthington Codified Ordinances unless the requirements as applicable to this development have been modified by action of the City Council, in which case the Developer shall also comply with such modified requirements.

11. Upon approval and acceptance of the Public Improvements, reproducible as-built construction drawings of the Public Improvements shall become the property of the City of Worthington and shall be kept on file in the office of the City Engineer.
12. In consideration whereof, the City of Worthington hereby grants the Developer, or its duly authorized agent, the right and privilege to make the Public Improvements provided for herein.

13. This Agreement shall inure to the benefit of and be binding on the heirs, executors, successors or assigns of the Developer.

14. This Agreement shall be recorded in the Office of the Franklin County Recorder at the expense of the Developer and shall become a public record of Franklin County, Ohio.

IN WITNESS WHEREOF, the parties to this Agreement have caused it to be executed and subscribed by their duly authorized representatives as of the date first written above.

SHOWE WORTHINGTON LLC

By ________________________________
Print Name ________________________
Its ________________________________

CITY OF WORTHINGTON

By ________________________________
Matthew H. Greeson, City Manager

Approved as to form:

________________________________
Pamela A. Fox, Director of Law
City of Worthington

[Acknowledgements contained on the following page.]
STATE OF OHIO  
COUNTY OF FRANKLIN

BE IT REMEMBERED, that on this ___ day of ______________, 2015, the foregoing instrument was acknowledged before me, a Notary Public in and for the jurisdiction aforesaid, by ______________________, the ______________________ of Showe Worthington LLC, an Ohio limited liability company, on behalf of the company.

______________________________
Notary Public

STATE OF OHIO  
COUNTY OF FRANKLIN

BE IT REMEMBERED, that on this ___ day of ______________, 2015, the foregoing instrument was acknowledged before me, a Notary Public in and for the jurisdiction aforesaid, by Matthew H. Greeson, the City Manager of the City of Worthington, an Ohio municipal corporation, on behalf of the City.

______________________________
Notary Public

This document prepared by:  
Pamela A. Fox  
City of Worthington Department of Law  
370 Highland Avenue  
Worthington, Ohio  43085  
(614) 880-1464