ORDINANCE NO. 07-2019

Approving the Final Plat and Approving a Subdivider’s Agreement for the Worthington Gateway (7007 North High Street).

WHEREAS, application has been made by Jack Reynolds, Esq. on behalf of The Witness Group to subdivide an 8.984 +/- acre tract of land located at 7007 North High Street; and,

WHEREAS, the request has received a complete and thorough review by the Municipal Planning Commission on February 14, 2019 and approval has been recommended by the Commission; and,

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

SECTION 1. That the Final Plat of the Worthington Gateway Subdivision, submitted by Jack Reynolds, Esq. on behalf of The Witness Group as per Case No. SUB 02-19, Drawing No. SUB 02-19, dated February 1, 2019 attached hereto as Exhibit “A” be approved.

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

SECTION 3. That notice of passage of this 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 March 18, 2019

/s/ Bonnie D. Michael
President of Council

Attest

/s/ D. Kay Thress
Clerk of Council

Introduced March 4, 2019

P.H. March 18, 2019
Effective April 10, 2019
SUBDIVIDER'S AGREEMENT

THIS AGREEMENT is executed on this ___ day of __________, 20__, by and between ________, an Ohio __________ (the “Subdivider”) 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 Final Subdivision Plat for the Worthington Gateway Subdivision (the “Subdivision”).

NOW, THEREFORE, in consideration of the approval of the Subdivision by the Council of the City of Worthington, Ohio, it is hereby agreed as follows:

1. The proposed Subdivision and its ultimate use shall conform to the Subdivision Plat as approved by City Council and the requirements of law, including without limitation, 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 transfer of any lot, parcel or tract from said Subdivision shall be made, nor shall any construction work, including grading, be started which may affect the arrangement of streets or other public improvements until approval of the Final Plat is obtained by the Subdivider 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 V of this Agreement is provided to the City.

3. The Subdivider shall pay the entire cost and shall construct, install or otherwise provide all public improvements necessary to serve the Subdivision as required by Title One - Subdivision Plating Regulations of the Codified Ordinances, in connection with the Subdivision, under the supervision of the City Engineer, including, at a minimum:

(a) Sanitary sewers, including manholes, services and all appurtenances.

(b) Water lines, fire hydrants, and all appurtenances necessary to serve the lots in the Subdivision including taps and curb boxes available to each lot.

(c) Streets graded full width with permanent curbs, drainage structures, bridges and surfacing.

(d) Construction of new streetscape improvements along West Wilson Bridge Road and High Street shall be installed consistent with the approved Development Plan and Development Text dated August 31, 2018.

(e) Construction of the realigned intersection on West Wilson Bridge Road shall be constructed consistent with the approved Development Plan and Development Text dated August 31, 2018.

(f) Monuments and stakes.

(g) Storm sewers, including manholes, inlets and all appurtenances, and drainage improvements.
(h) Landscaping, sidewalks and street trees along West Wilson Bridge Road, Caren Avenue and High Street located in the public right-of-way shall be maintained by the property owner.

4. Prior to beginning any construction work, detailed engineering drawings and specifications shall be furnished to the City by the Subdivider for all of the public improvements to be installed in the Subdivision.

5. The Subdivider shall, in accordance with Section 1101.15 of the Codified Ordinances, provide to the City a performance bond or irrevocable letter of credit acceptable to the City, or a certified check, in an amount equal to the estimated cost of constructing said improvements, guaranteeing the completion thereof within one year from the date of approval of this Subdivider’s Agreement, 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 Subdivider of an additional bond or letter of credit acceptable to the City, or a certified check, in an amount equal to ten percent (10%) of the estimated cost of construction, guaranteeing the maintenance of said improvement 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 Subdivider shall be responsible for the maintenance and care of all subdivision improvements for a period of one (1) year after acceptance of said improvements by the City.

6. The Subdivider shall deposit with the Finance Director a sum of money as prescribed by the City Engineer to defray the cost of inspection, engineering services, and other expenses, as may be incurred by the City in connection with the inspection of the installation of said public improvements. Should the amount of such deposit be insufficient to pay the cost thereof, the Subdivider shall, immediately upon demand by the City, deposit such additional sums as are estimated to be necessary. Upon completion and acceptance of said improvements, any unexpended balance shall be refunded.

7. The City Engineer shall be notified, in writing, seven (7) days before any construction is begun on said improvements in order that inspection may be provided.

8. The Subdivider shall hold the City of Worthington, its officials, and employees free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said public improvements, and shall defend, at its own cost and expense, any suit or action brought against the City of Worthington, or its officials and 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.

9. The Subdivider 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 Subdivision improvements and shall protect the City, its officials, employees, agents and representatives from claims for damages to property arising in any manner from the negligent or wrongful acts, errors or omissions of the Subdivider or the contractor, their employees, agents, or representatives in the construction of the Subdivision 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 Subdivision 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.
10. Any 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 said improvements according to the approved plat and this Agreement, or to use the certified check, or the letter of credit for such purpose. The City shall notify the Subdivider, 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 Subdivider 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 said improvements.

11. The acceptance and approval of all required improvements be and hereby is conditioned upon the Subdivider or its authorized agent complying in full with Section 1101.16 of the Worthington Codified Ordinances unless the requirements as applicable to this Subdivision have been modified or deleted by action of Worthington City Council.

12. 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.

13. In consideration whereof, the City of Worthington hereby grants the Subdivider, or its duly authorized agent, the right and privilege to make the improvements provided for herein.

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

15. 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.

________________________________________
By
Print Name
Its

CITY OF WORTHINGTON

By

Matthew H. Greeson, City Manager

Approved as to form:

________________________________________
Tom Lindsey, Director of Law
City of Worthington

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

BE IT REMEMBERED, that on this ___ day of __________, 20__, the foregoing instrument was acknowledged before me, a Notary Public in and for the jurisdiction aforesaid, by ______________________, the _________ of __________, an Ohio __________, on behalf of the __________.

Notary Public

STATE OF OHIO
COUNTY OF FRANKLIN

BE IT REMEMBERED, that on this ___ day of __________, 20__, 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:
Tom Lindsey
City of Worthington Department of Law
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