

## City of Oberlin, Ohio

### ORDINANCE NO. 16-35 AC CMS

AN ORDINANCE APPROVING A DEVELOPMENT CONSTRUCTION AGREEMENT WITH COLLEGE PROPERTIES OF NORTHERN OHIO, INC. /OBERLIN COLLEGE FOR THE CONSTRUCTION OF CERTAIN PUBLIC AND PRIVATE IMPROVEMENTS RELATED TO THE DEVELOPMENT OF THE HOTEL AT OBERLIN AND DECLARING AN EMERGENCY

Whereas, College Properties of Northern Ohio, Inc., has submitted plans to the Oberlin Planning Commission and To the City of Oberlin for the development of the Hotel at Oberlin, and;

Whereas, the Oberlin Planning Commission has approved the site plan and the improvement plans for same, and;

Whereas, the City of Oberlin and College Properties of Northern Ohio, Inc./Oberlin College mutually desire to enter into a Development Construction Agreement to ensure the installation of all proposed public and private improvements necessary to serve the proposed development in accordance with the approved site plan and improvement plans.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, 5/7ths of all members elected thereto concurring:

SECTION 1. That the proposed Development Construction Agreement between the City of Oberlin, Ohio and College Properties of Northern Ohio, Inc./Oberlin College for the construction and installation of the proposed public and private improvements located at and adjacent to 7 North Main St., Oberlin, Ohio, a copy being attached hereto and incorporated herein by reference, is hereby approved, and the City Manager is hereby authorized and directed to execute same on behalf of the City.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit: "to assure the continued and timely development of the Hotel at Oberlin in accordance with the approved site plan" and shall take effect immediately upon passage.

PASSED: 1<sup>st</sup> Reading: October 17, 2016 (A)

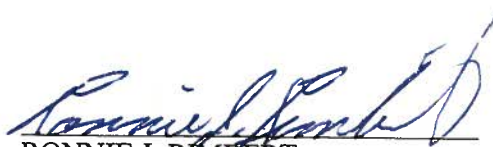
2<sup>nd</sup> Reading: November 7, 2016 (A)

3<sup>rd</sup> Reading: November 21, 2016 (A) (E)

ATTEST:



BELINDA B. ANDERSON, MMC  
CLERK OF COUNCIL



RONNIE J. RIMBERT  
PRESIDENT OF COUNCIL

POSTED: 11/22/2016

EFFECTIVE DATE: 11/21/2016

# ORIGINAL

## CITY OF OBERLIN DEVELOPMENT AGREEMENT

### Section I. Identification of Financial Parties:

This Development Agreement ("Agreement") is entered into by and between the **City of Oberlin, Ohio** hereinafter referred to as the "**CITY**," and **College Properties of Northern Ohio, Inc., and Oberlin College**, both being Ohio corporations not for profit whose business address is **Oberlin College Service Building, 173 West Lorain St., Oberlin, OH 44074** hereinafter referred to as the "**DEVELOPER/OWNER**." By reference, this Agreement is incorporated into the Journal Entry filed April 20, 2016 in Lorain County Common Pleas Court Case No. 16-CV-189205, captioned *Oberlin College and Conservatory v. the City of Oberlin*, docketed with Judge Christopher R. Rothgery (the "Litigation") ("Exhibit 1").

### Section II. Successors and Assigns:

This Agreement shall be binding upon and shall inure to the CITY, its legal representatives, agents, elected and appointed officials, and the DEVELOPER/OWNER, its legal representatives, agents, successors, and assigns. The DEVELOPER/OWNER shall not assign, transfer or otherwise convey any right, title or interest in this agreement without first obtaining the written consent of the CITY, provided however, in no event shall the obligations, liabilities and responsibilities of the DEVELOPER/OWNER be released without first obtaining the express written consent of the CITY.

### Section III. Description of Property:

This Agreement shall cover the development of real estate owned by the DEVELOPER/OWNER and known as **10 East College Street, the Hotel at Oberlin**. A copy of the approved Overall Site Layout Plan ("Exhibit 2"), the approved Site Landscape Plan ("Exhibit 3"), the approved Public Improvement Site Plan ("Exhibit 4") incorporated into Exhibit 1, collectively prepared by **Neff & Associates, Inc.** are attached hereto for the purpose of identification of the real estate, the on-site and the off-site improvements covered by this Agreement, collectively the "Improvement Plans and Specifications."

### Section IV. Improvement Plans and Specifications:

The DEVELOPER/OWNER, in order to furnish the required plat and the required Improvement Plans and Specifications for use in the construction of all improvements included in this Agreement agrees that said site plan, including plats of and legal descriptions of all easements, shall be prepared by a registered Surveyor, and that said improvement plans and specifications have been prepared by a registered Professional Engineer, both of whom are in good standing and duly registered with the Ohio Board of Registration for Professional Engineers and Surveyors, with authorization to practice in the State of Ohio. The Surveyor and Engineer may be the same person provided he or she holds both required registrations. The City shall promptly complete its review of the Improvement Plans and Specifications for compliance with City Ordinances and construction standards and requirements of this Agreement. All required improvements shall be constructed in accordance with the approved Improvement Plans and Specifications.

The specifications to be included in the Improvement Plans and Specifications shall be based on the standard specifications of the City of Oberlin Public Works Standards and those required by the Oberlin Municipal Light and Power System. Said Standards shall be used in the development of the construction documents and produced and distributed by the DEVELOPER/OWNER to the parties involved in the construction of the improvements.

The DEVELOPER/OWNER shall provide to the City Engineer three (3) sets of the printed plans showing proposed public improvements with one (1) AutoCad.dwg file accurately describing all of the improvements to be constructed. Three (3) sets of the printed plans with one (1) AutoCad.dwg file shall be submitted to the City Engineer of all approved revisions or additions to the Improvement Plans.

#### **Section V. Required Improvements:**

The DEVELOPER/OWNER agrees to plan, manage, schedule, supervise, and to construct all required improvements within the development site and to construct additional required improvements that will be located outside the limits of the development but which improvements are required to serve facilities which will be located within the development site as specified in this Agreement.

A.) As specified in the approved Improvement Plans and Specifications, and as earlier agreed in Exhibit 1, the required public improvements necessary to connect to or to improve existing public facilities to be constructed on-site and adjacent to the site are:

1. Curb including ADA accessible curb ramps with contrasting coated cast iron truncated dome warning plates;
2. 14 angled head-in parking spaces in the East College St. right-of-way, including all necessary milling, base repair and asphalt base, intermediate and surface courses from the curb to the westbound travel lane;
3. Reconfiguration of existing angled head-in parking in the North Main St. right-of-way to provide a No Parking Fire Truck Zone;
4. Thermoplastic pavement markings, including but not limited to the No Parking Fire Truck Zones on North Main St. and on East College St., relocated ADA parking spaces on North Main St., and angled parking on East College St. Painted crosswalks across East College St. and across Willard Court;
5. Abandonment of the sanitary sewer tap-in North Pleasant St.;
6. Underground street lighting circuit and street light system;
7. Site restoration in the public rights-of-way where altered or damaged by DEVELOPER/OWNER or its agents, employees, contractors or those acting on behalf of DEVELOPER/OWNER; and,
8. Any other improvements included in the final site plan and the Improvement Plans and Specifications, which shall consist of improvements required by City Ordinances, by the City Planning Commission pursuant to City rules and regulations, by the City of Oberlin Public Works Standards, and those required by the Oberlin Municipal Light and Power System.

B.) As specified and depicted in the approved Improvement Plans and Specifications, the required private improvements to be constructed on the site and/or in the public rights-of-way are:

1. Sanitary sewer laterals;

2. Storm sewer system improvements;
3. Domestic and fire protection water service laterals to the buildings;
4. Private fire hydrants;
5. Underground primary and secondary electrical distribution system and interconnecting facilities;
6. Parking lot improvements;
7. Sidewalks in or adjacent to the North Main St. and East College St. rights-of-way and all sidewalks on-site;
8. Planters and plantings, including but not limited to street trees, shrubs, perennials and annuals;
9. Street furnishings included but not limited to bicycle racks, benches, refuse/recycling containers, etc.; and,
10. Any other improvements required by City Ordinances, by the City Planning Commission pursuant to City rules and regulations, by the City of Oberlin Public Works Standards, and those required by the Oberlin Municipal Light and Power System, and included in the final site plan and the Improvement Plans and Specifications.

C.) The DEVELOPER/OWNER shall be responsible for the entire cost of all the required improvements listed in Sections A and B above, including but not limited to:

1. Surveys, plat drawings, and easements;
2. Engineering design;
3. Construction and installation costs, including supervision of same;
4. Compliance with the Planning Commission's conditions of approval;
5. Stormwater Management Plan to be implemented continuously during development and construction activities;
6. City Review and Inspection costs;
7. Materials Testing Costs;
8. Bonds, insurance and title guarantees;
9. Landscape plans, production and installation costs;
10. All permit and tap-in fees;
11. Certification of the as-built drawings by the DEVELOPER/OWNER's Engineer and Surveyor;
12. Maintenance of the private improvements in the public rights-of-way;
13. Maintenance in perpetuity of the on-site storm sewer system improvements in accordance with the Storm Water Pollution Prevention Plan and the NPDES Construction Site permit; and,
14. "Ownership, maintenance and replacement of all underground primary and secondary electric distribution facilities up to point of interconnection to City's electric distribution system in the public right of way.

D.) The DEVELOPER/OWNER shall be responsible for the approved collection and conveyance or approved termination of all existing subsurface drainage systems affected by the proposed construction. Surface drainage and subsurface drainage systems of abutting properties shall not be adversely affected by the improvements by the DEVELOPER/OWNER.

- E.) The DEVELOPER/OWNER shall hold the CITY harmless from any and all costs, expenses, liabilities and claims arising from the DEVELOPER/OWNER'S performance of the requirements of this Agreement and the construction of the development.
- F.) The DEVELOPER/OWNER upon receipt of reasonable advance notice agrees to grant the CITY access to the property for the purpose of inspection of the public improvements, and as otherwise reasonably determined necessary by the CITY.

**Section VI. Compliance with Laws, Regulations and Codes:**

The DEVELOPER/OWNER shall be responsible for carrying out and completing all requirements of this Agreement and the approved Improvement Plans and Specifications in compliance with all applicable Federal, State and City laws, regulations and codes, including but not limited to the following:

- a.) State NPDES permit for storm water control and discharge
- b.) City of Oberlin Public Works Standards
- c.) Oberlin Municipal Light and Power System approved installation requirements

The DEVELOPER/OWNER and not the CITY, shall have the obligation and responsibility to comply with the NPDES permit for storm water discharge, including but not limited to:

- a.) Identifying potential pollutant sources
- b.) Using stabilization practices to control erosion and to prevent sediment from being discharged onto roadways or into any existing or newly-constructed storm sewer, ditch, retention/detention basin, field tile or any natural drainage course.
- c.) Maintain all required records as required showing compliance with the storm water discharge permit.

Measures shall be taken to minimize erosion and its impacts during construction activities. Erosion control plans shall be designed to control erosion on-site with the object of eliminating or minimizing erosion and sedimentation impacts off-site. Detailed erosion control plans setting forth the techniques to be used temporarily (during construction of improvements, or buildings) and permanently shall be submitted with the Improvement Plans. The erosion control plans shall include a schedule for the implementation or installation of said measures. All erosion control devices shall be in place at the start of construction and other measures implemented according to the approved schedule. The erosion control plan and its procedures shall remain in effect until the construction is complete and the site is vegetated to control erosion in accordance with the storm water management plan basis of design.

Mud and soil from construction traffic shall remain on the construction site and shall not be tracked off-site in accordance with Section 339.08 of the City's Codified Ordinances. Concrete trucks shall not clean and deposit unused concrete into any street, parking lot or storm drainage system. All areas of disturbed soil shall be restored in an approved manner, including establishing the finished grade, seeding and planting. Any unpaved areas of rights-of-way or pedestrian ways shall be graded, seeded, and planted as described in the Improvement Plans.

To meet the requirements of this section, the DEVELOPER/OWNER shall file with the City Engineer a copy of all permit applications and the permits issued for the permits listed in this section.

**Section VII. Environmental:**

The DEVELOPER/OWNER makes the representation to the CITY that to its knowledge:

- 1.) The site it is not in violation of any federal, state, or local laws, rules, or regulations concerning land use and the environment;
- 2.) The site has not previously been used for a landfill, dump or disposal site for garbage, refuse, or construction demolition debris;
- 3.) Neither the DEVELOPER/OWNER nor any other person has caused or permitted hazardous materials to be placed, held, located, released or disposed of on, under, or at said real estate; and
- 4.) No part of the real estate has ever been used for activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous materials, except for materials used in the growth and production of agricultural products.

**Section VIII. Pre-Construction Procedures**

A) INSURANCE. The DEVELOPER/OWNER has filed with the Public Works Director, copy(s) of the contractor’s Certificate of Liability Insurance with the City of Oberlin, Ohio, its elected and appointed officials and employees named as additional insured. The liability insurance shall remain in force until all work has been completed and Oberlin City Council accepts the public improvements. The liability limits for the required coverages noted hereinabove are at least:

	<u>Each Occurrence</u>	<u>Aggregate</u>
Bodily Injury and Property Damage, Combined	\$1,000,000.00	\$2,000,000.00
Vehicle Liability	\$1,000,000.00	\$1,000,000.00

B) PERFORMANCE BOND. In lieu of the Performance Bond, CITY and DEVELOPER/OWNER agree to the CITY’s acceptance of the DEVELOPER/OWNER’s deposit for curb and street surface restoration in the amount of \$32,365.00 (“Deposit”) which has been made pursuant to Section 903.03 of the Oberlin Codified Ordinances.

The Deposit shall guarantee the completion of all improvements required herein. In the event that the required improvements are not completed by the DEVELOPER/OWNER within the time period designated in this Agreement, except in the event such delay is caused by circumstances that are beyond the control, and not the fault, of DEVELOPER/OWNER or its contractors, in which case DEVELOPER/OWNER shall be entitled to an extension of the completion date set forth in this Agreement, the City Manager shall have the option, thirty (30) days after issuing written notice to the DEVELOPER/OWNER, to complete the improvements and to apply from the Deposit funds necessary for the completion of said improvements. In the event DEVELOPER/OWNER fails to complete the improvements, then the CITY may cause the completion of said improvements and apply the Deposit to the cost of such completion.

The DEVELOPER/OWNER agrees that the expenditure of funds by the DEVELOPER/OWNER in completing part of the required improvements shall not reduce the amount of the surety for which the DEVELOPER/OWNER is responsible.

C) INSPECTION OF IMPROVEMENTS. The CITY shall make inspections during the installation of improvements to ensure conformity with the approved improvement plans and with this Agreement. The CITY may contract for inspection services which fees shall be paid from the DEVELOPER/OWNER'S deposit.

The CITY may have materials testing of the work performed during the installation of the improvements to ensure conformity with the approved Improvement Plans and this Agreement. The costs of said testing shall be paid from the DEVELOPER/OWNER's deposit. Said testing shall be performed in accordance with the Public Works Standards.

The inspections of all construction by the City Engineer and other personnel employed by the CITY shall be done to ensure proper installation and construction of all improvements, provided however, that the presence of City personnel shall not make the CITY liable for the acts of the DEVELOPER/OWNER or the DEVELOPER/OWNER'S agents. The DEVELOPER/OWNER and its successors and assigns agree to hold the CITY, its agents, representatives, elected and appointed officials and employees, harmless from any and all liability, claims, causes of action, damage to property or person arising out of or in connection with any acts, errors, omissions, or negligence arising out of or caused by the design or by the construction of any and all improvements by the DEVELOPER/OWNER or the DEVELOPER/OWNER'S agents.

The DEVELOPER/OWNER shall provide a minimum of seventy-two (72) hours (exclusive of weekends and holidays) advance notification of start/stop of construction activity to the CITY. Construction shall not recommence prior to the expiration of the three (3) working day notification period. All inspection costs due to non-compliance with this clause shall be borne by the DEVELOPER/OWNER.

The installation of all required improvements shall continue to be supervised by a Professional Engineer employed by the DEVELOPER/OWNER.

D) RESPONSIBLE PARTY. The DEVELOPER/OWNER has designated Christopher Noble as the Project Representative thoroughly knowledgeable with the approved Improvement Plans and Specifications and empowered to act on behalf of the DEVELOPER/OWNER. The Project Representative shall continue to be the CITY's primary contact with regard to the construction of the improvements. The Project Representative will continue to co-ordinate a Pre-Construction meeting and subsequent job meetings as may be required with the CITY.

**Section IX. Inspection Costs incurred by CITY:**

**[Intentionally Left Blank]**

**Section X. Modification of improvement Plans:**

If at any time before or during the construction of the required improvements, it is demonstrated to the satisfaction of the City Manager and the City Engineer that unforeseen conditions make it necessary or preferable to modify the location or design of such required improvements, the City Manager may authorize such modifications upon written request of the DEVELOPER/OWNER, provided such modifications do not amount to the waiver or substantial alteration of the approved site plan. The City Manager shall issue such authorization in writing and shall transmit a copy to the Planning Commission.



**Section XI. Stop Work Order:**

Notwithstanding the continuing jurisdiction of the Court, in the event that the DEVELOPER/OWNER fails to comply with the terms and conditions of this Agreement or the DEVELOPER/OWNER fails to construct the Development in accordance with the approved improvement plans or is performing said work in a dangerous or unsafe manner, the CITY shall have the right to issue a Stop Work Order. The effect of this order shall be limited to the matter(s) specified in the order.

The Stop Work Order shall be issued in writing with the reason for the order clearly stated and the condition(s) under which the cited work may resume. The Stop Work Order shall be given to the DEVELOPER/OWNER or the DEVELOPER/OWNER'S Agent and to the person(s) doing the work. Upon issuance of the Stop Work Order, the cited work shall immediately cease, except such work as that person is directed to perform to remove a violation or unsafe condition.

Failure to cease work after receipt of a Stop Work Order is hereby declared to be a public nuisance.

**Section XII. Completion Time:**

The DEVELOPER/OWNER agrees to complete all required improvements listed in Section V within 90 consecutive days from the date of this Agreement, except those improvements whose completion date is otherwise indicated, or unless completion is extended in writing for good cause by the Oberlin City Manager due to the acts or omissions of third parties, or other events that are beyond the control of the DEVELOPER/OWNER. Such extension or extensions shall not exceed 365 additional days. Requests for extension(s) shall be submitted in writing to the CITY Manager no less than thirty (30) days prior to the completion date or approved extension date.

**Section XIII. Acceptance of Improvements:**

The DEVELOPER/OWNER acknowledges that the public improvements may be accepted by the CITY for public maintenance only by action of the Oberlin City Council, through the passage of an ordinance accepting the public improvements for public maintenance.

The DEVELOPER/OWNER acknowledges its responsibility for all maintenance costs incurred (by it or by the CITY) before the date of passage of the ordinance accepting the public improvements for public use and maintenance. Prior to acceptance, the DEVELOPER/OWNER shall be responsible for the maintenance of all public improvements. The DEVELOPER/OWNER shall repair all failures in or damages to the public improvements.

The DEVELOPER/OWNER shall, prior to the acceptance of the public improvements, provide waivers of lien executed by all suppliers, contractors, and subcontractors who have provided materials or performed work related to the construction of the public improvements.

The DEVELOPER/OWNER'S Professional Engineer who has supervised the installation of the public improvements shall, after completion of the installation, certify to the City Manager that all public improvements have been constructed as required by this Agreement and as such requirements may have been modified during the course of construction (if authorized). The DEVELOPER/OWNER shall provide to the City Engineer one set of AutoCad.dwg drawing files and one set of printed plans accurately describing all of the improvements, as constructed.

The DEVELOPER/OWNER shall provide to the City Engineer an itemized report detailing the actual costs to construct each component of the public infrastructure including water main(s) and appurtenances; sanitary sewer system and appurtenances; storm sewer system and appurtenances; and street and curb improvements.

After all the public improvements have been completed and all of the conditions met, the DEVELOPER/OWNER shall petition the CITY in writing for acceptance of the public improvements. When the City Manager and the City Engineer determine that all improvements have been completed and all requirements and conditions have been complied with, they shall make a written recommendation to City Council to accept the public improvements for ownership, operation, and maintenance. City Council's acceptance of the public improvements shall be by the adoption of an ordinance.

At the time of acceptance of the public improvements, action shall be taken to release the surety where applicable and to establish the Maintenance Bond.

**Section XIV. Maintenance Guarantee:**

At the time the public improvements are accepted by City Council, a maintenance guarantee shall be posted with the City Manager in the amount of ten percent (10%) of the costs of the improvements. The bond shall be arranged for a period of twelve (12) months from the date of acceptance of the improvements by the CITY. Said bond shall be either a cash deposit or a corporate surety bond or an irrevocable letter of credit in a form approved by the Law Director.

During the maintenance guarantee period, it shall be the DEVELOPER/OWNER'S responsibility to make any and all repairs necessary, and to repair all failures and damages of any type due to any cause. Any street, public utilities, street trees, monuments, and all other improvements shall be in a condition acceptable to the City Manager at the end of the maintenance period. If maintenance is not satisfactory to the City Manager, the City Manager may claim such portion of the Maintenance Guarantee as is necessary to pay for repairs to the improvements.

**Section XV. Indemnification:**

DEVELOPER/OWNER agrees to indemnify and save harmless the CITY OF OBERLIN, OHIO, and its elected and appointed officials, agents, representatives and employees from any and all causes of action, suits, claims and damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from or incurred in connection with any work, acts, or obligations carried out or done, or to be carried out or to be done, under this Agreement by the DEVELOPER/OWNER, or the omission of any work, acts or obligations to be carried out or to be done by the DEVELOPER/OWNER under this Agreement.

DEVELOPER/OWNER agrees that upon execution of this Agreement, it shall release and discharge the CITY from any and all liability, claims or causes of action that were or could have been raised in the Litigation whether known or unknown.

The covenants, conditions and obligations contained in this Agreement are binding upon the DEVELOPER/OWNER, its successors and assigns, and run with the land which is the subject matter of This Agreement, said lands being further described as situated in the State of Ohio, County of Lorain, City of Oberlin, and known as the Lorain County Auditor's Permanent Parcel Nos. 09-00-086-101-050; -048; -044; -045; -046; -034; -037; -036; & -047.

**Section XVI. Breach of Contract:**

**[Intentionally Left Blank]**

**Section XVII. Attachments:**

The following attachments are hereby incorporated by reference and made a material part of this Agreement:

- Exhibit 1 Settlement Agreement
- Exhibit 2 Overall Site Layout Plan
- Exhibit 3 Site Landscaping Plan
- Exhibit 4 Public Improvement Site Plan

The following documents are hereby incorporated by reference and made a material part of this Agreement:

Exhibit 5 City of Oberlin Building Permit(s) Number(s):

- 216000017 Type I Hood Suppression
- 215000208 Fire Suppression System
- 214000123 New Building
- 215000177 Fire Alarm, Partial #1
- 215000123 Commercial Kitchen
- 214000173 Partial #1, Foundation/Shell
- 215000073 Geothermal Drilling
- 214000134 Demolition
- 214000133 New Fire Wall
- 214000136 Demolition
- 215000208 Interior Coolers

Exhibit 6 City of Oberlin Excavation Permits 14-028; 14-039; 14-042; 16-007

Exhibit 7 The City of Oberlin Public Works Standards

**Section XIX. Entire Agreement:**

Subject to the Settlement Agreement incorporated herein as Exhibit 1 and the continuing jurisdiction of the Lorain County Common Pleas Court to enforce that agreement but only until such time as the improvements have been completed or the time for completion has been extended pursuant to Section XII above), this Agreement constitutes the entire agreement between the CITY and the DEVELOPER/OWNER with respect to the development of the property to which it relates. The parties hereto agree that no representation or warranties shall be binding upon either part unless expressed in writing in this instrument.

**Section XX. Modifications:**

Except as is authorized under Chapter 1357 of the Oberlin City Codified Ordinances, no changes in, modifications to, extension of, supplement to, or discharge of this Agreement shall be valid or enforceable unless it is in writing and duly executed on behalf of the CITY and the DEVELOPER/OWNER and approved by ordinance of Oberlin City Council.

**Section XXI. Governing Law:**

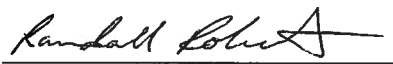
This Agreement is to be interpreted and construed in accordance with the laws of the State of Ohio. Adjudication, if required, shall be in a court of competent jurisdiction in Lorain County, State of Ohio.

**Section XXII. Severability:**


If any term or provision of this Agreement shall become or be declared by a court of law to be invalid or unenforceable, the remainder of this Agreement and the application of the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2016.


APPROVED AS TO AMOUNT OF DEPOSIT

  
\_\_\_\_\_  
Randall Roberts, P.E.  
Oberlin City Engineer

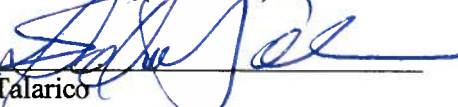
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jon D. Clark  
Law Director

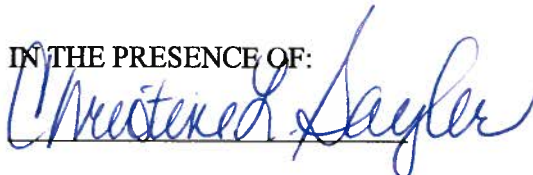
IN THE PRESENCE OF:

  
\_\_\_\_\_  
\_\_\_\_\_


THE CITY OF OBERLIN, OHIO

BY:   
\_\_\_\_\_  
Sal Talarico  
Interim City Manager

IN THE PRESENCE OF:

  
\_\_\_\_\_  
\_\_\_\_\_

DEVELOPER/OWNER

BY:   
\_\_\_\_\_  
(Name) Michael L. Frandsen  
(Title) Vice President for Finance  
and Administration

State of Ohio

SS.

Lorain County

Before me, a Notary Public in and for the County of Lorain, State of Ohio, personally appeared the above named CITY OF OBERLIN, OHIO by Sal Talarico, its Interim City Manager, who acknowledged that he did execute and sign the foregoing instrument and that the same is his free act and deed as said City Manager.

IN TESTIMONY WHEREOF, I have hereunto affixed my signature and seal at Oberlin, Ohio this 28<sup>th</sup> day of November, 2016.

Beth A. Krosse  
Notary Public



Beth A. Krosse  
Notary Public, State of Ohio  
My Commission Expires  
February 13, 2017

State of Ohio

SS.

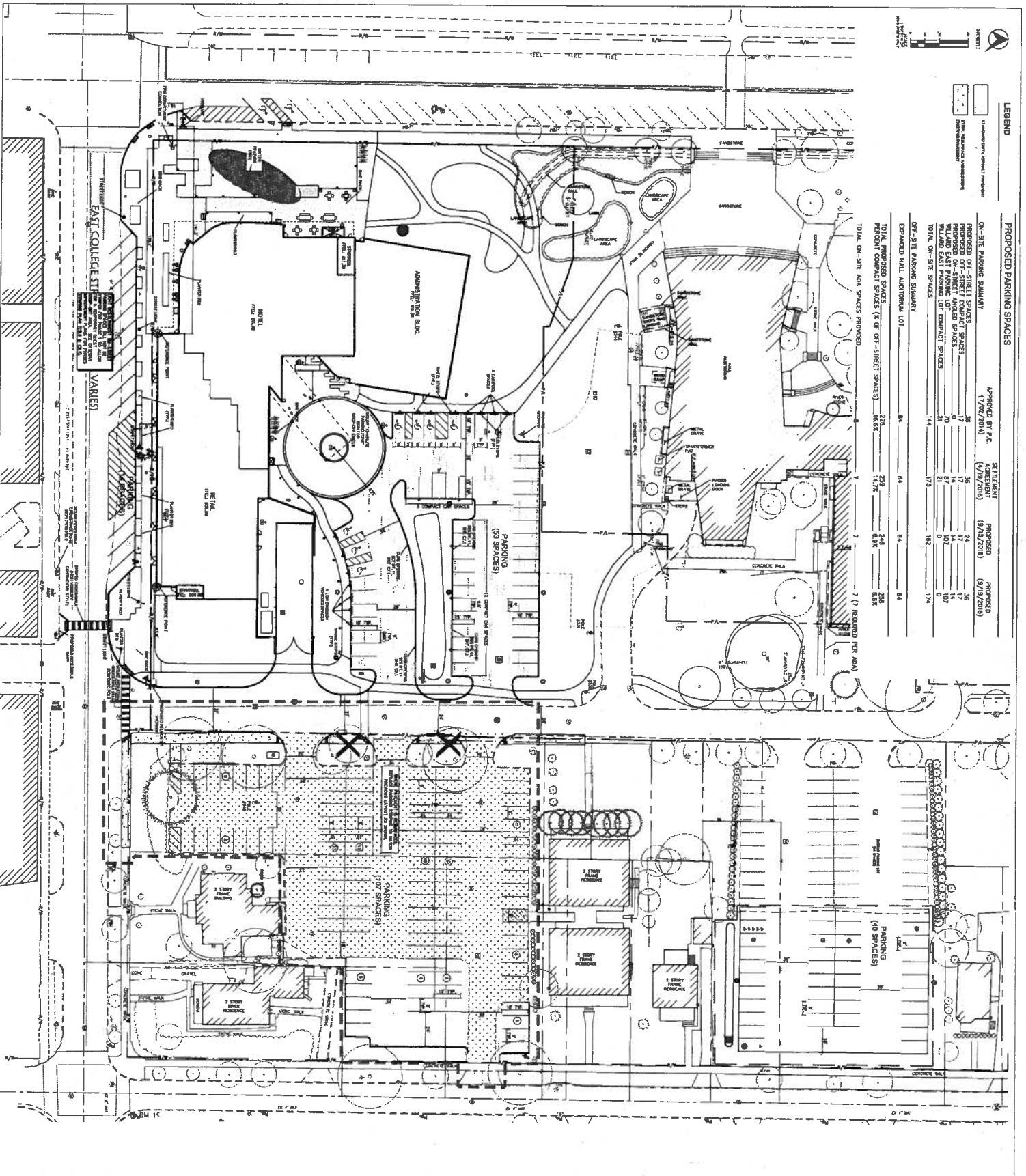
Lorain County

Before me, a Notary Public in and for the County of Lorain, State of Ohio personally appeared the above named College Properties of Northern Ohio, Inc. by Michael L. Franken President, who acknowledged that he did execute and sign the foregoing instrument and that the same is his free act and deed as said President.

IN TESTIMONY WHEREOF, I have hereunto affixed my signature and seal at Oberlin, Ohio this 2<sup>nd</sup> day of December, 2016.

Christine L. Saylor  
Notary Public

Christine L. Saylor  
Notary Public, State of Ohio  
Commission Expires 8/07/21



**LEGEND**

- PROPOSED OFF-STREET PARKING SPACES
- PROPOSED OFF-STREET COMPACT SPACES
- PROPOSED OFF-STREET MOBILE SPACES
- EXISTING OFF-STREET PARKING SPACES
- EXISTING OFF-STREET COMPACT SPACES
- EXISTING OFF-STREET MOBILE SPACES



**PROPOSED PARKING SPACES**

APPROVED BY P.C.	SETTLEMENT	PROPOSED	PROPOSED
(7/26/2014)	(4/23/2015)	(9/13/2016)	(8/18/2016)
ON-SITE PARKING SUMMARY			
PROPOSED OFF-STREET SPACES	38	38	38
PROPOSED OFF-STREET COMPACT SPACES	17	17	17
PROPOSED OFF-STREET MOBILE SPACES	0	0	0
EXISTING OFF-STREET SPACES	14	14	14
EXISTING OFF-STREET COMPACT SPACES	21	21	21
EXISTING OFF-STREET MOBILE SPACES	0	0	0
<b>TOTAL ON-SITE SPACES</b>	<b>144</b>	<b>178</b>	<b>182</b>
OFF-SITE PARKING SUMMARY			
EXPANDED HALL ADJACENT LOT	84	84	84
<b>TOTAL PROPOSED SPACES (% OF OFF-STREET SPACES)</b>	<b>228</b>	<b>259</b>	<b>258</b>
<b>PERCENT COMPACT SPACES (% OF OFF-STREET SPACES)</b>	<b>16.6%</b>	<b>14.7%</b>	<b>6.9%</b>
<b>TOTAL ON-SITE ADA SPACES PROVIDED</b>			<b>7 (7 REQUIRED PER ADA)</b>

**OVERALL SITE LAYOUT PLAN**

Project Number: 2012007

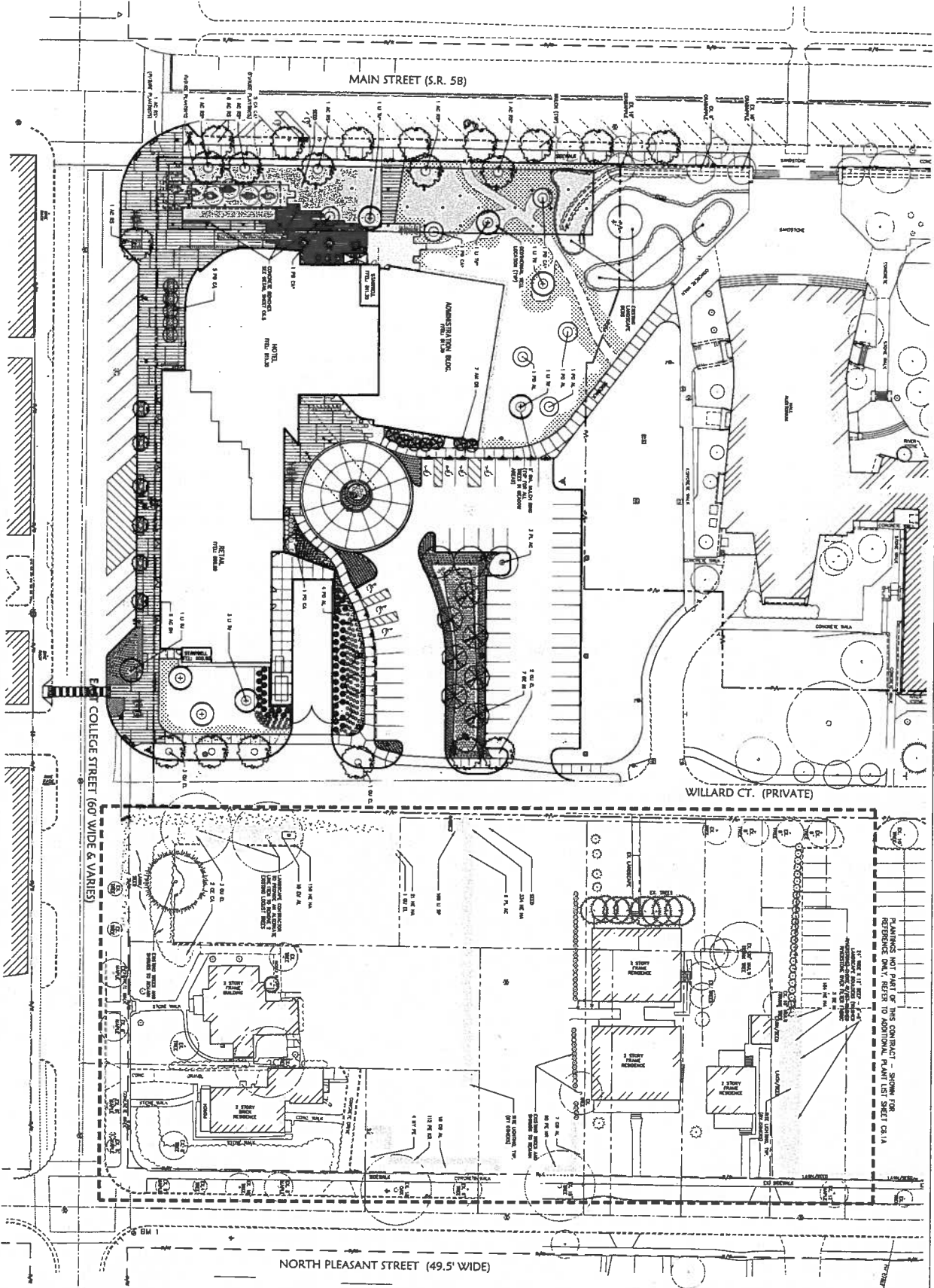
Scale: 1" = 100'

Revision: 1

**NERF**

Site Planning & Architecture

11777 N. Rte. 163, Suite 100  
 Independence, MO 64050  
 Phone: 816.326.1100  
 Fax: 816.326.1101  
 Email: info@nerf.com



**TREE PLANT LIST**

NOTE: IN SHEET C-11, THE SHOWN TREE TYPES, SIZES, AND QUANTITIES ARE SUBJECT TO CHANGE.

NO.	SYMBOL	TREE NAME	SIZE	QTY	PLANTING DATE
1	(Symbol)	AMERICAN BEECH	12" DBH	1	2012
2	(Symbol)	AMERICAN HICKORY	12" DBH	1	2012
3	(Symbol)	AMERICAN Sycamore	12" DBH	1	2012
4	(Symbol)	AMERICAN White Birch	12" DBH	1	2012
5	(Symbol)	AMERICAN Yellow Birch	12" DBH	1	2012
6	(Symbol)	AMERICAN Red Pine	12" DBH	1	2012
7	(Symbol)	AMERICAN Short Pine	12" DBH	1	2012
8	(Symbol)	AMERICAN Larch	12" DBH	1	2012
9	(Symbol)	AMERICAN Spruce	12" DBH	1	2012
10	(Symbol)	AMERICAN Fir	12" DBH	1	2012
11	(Symbol)	AMERICAN Hemlock	12" DBH	1	2012
12	(Symbol)	AMERICAN Juniper	12" DBH	1	2012
13	(Symbol)	AMERICAN Cedar	12" DBH	1	2012
14	(Symbol)	AMERICAN Cypress	12" DBH	1	2012
15	(Symbol)	AMERICAN Palm	12" DBH	1	2012
16	(Symbol)	AMERICAN Magnolia	12" DBH	1	2012
17	(Symbol)	AMERICAN Dogwood	12" DBH	1	2012
18	(Symbol)	AMERICAN Tulip	12" DBH	1	2012
19	(Symbol)	AMERICAN Hydrangea	12" DBH	1	2012
20	(Symbol)	AMERICAN Rose	12" DBH	1	2012
21	(Symbol)	AMERICAN Lilac	12" DBH	1	2012
22	(Symbol)	AMERICAN Spirea	12" DBH	1	2012
23	(Symbol)	AMERICAN Forsythia	12" DBH	1	2012
24	(Symbol)	AMERICAN Viburnum	12" DBH	1	2012
25	(Symbol)	AMERICAN Cornus	12" DBH	1	2012
26	(Symbol)	AMERICAN Rhus	12" DBH	1	2012
27	(Symbol)	AMERICAN Quercus	12" DBH	1	2012
28	(Symbol)	AMERICAN Castanea	12" DBH	1	2012
29	(Symbol)	AMERICAN Prunella	12" DBH	1	2012
30	(Symbol)	AMERICAN Malus	12" DBH	1	2012
31	(Symbol)	AMERICAN Malva	12" DBH	1	2012
32	(Symbol)	AMERICAN Hibiscus	12" DBH	1	2012
33	(Symbol)	AMERICAN Begonia	12" DBH	1	2012
34	(Symbol)	AMERICAN Fuchsia	12" DBH	1	2012
35	(Symbol)	AMERICAN Geranium	12" DBH	1	2012
36	(Symbol)	AMERICAN Pelargonium	12" DBH	1	2012
37	(Symbol)	AMERICAN Salvia	12" DBH	1	2012
38	(Symbol)	AMERICAN Lavandula	12" DBH	1	2012
39	(Symbol)	AMERICAN Echinacea	12" DBH	1	2012
40	(Symbol)	AMERICAN Rudbeckia	12" DBH	1	2012
41	(Symbol)	AMERICAN Solidago	12" DBH	1	2012
42	(Symbol)	AMERICAN Aster	12" DBH	1	2012
43	(Symbol)	AMERICAN Liatris	12" DBH	1	2012
44	(Symbol)	AMERICAN Monarda	12" DBH	1	2012
45	(Symbol)	AMERICAN Asclepias	12" DBH	1	2012
46	(Symbol)	AMERICAN Verbena	12" DBH	1	2012
47	(Symbol)	AMERICAN Salvia	12" DBH	1	2012
48	(Symbol)	AMERICAN Lavandula	12" DBH	1	2012
49	(Symbol)	AMERICAN Echinacea	12" DBH	1	2012
50	(Symbol)	AMERICAN Rudbeckia	12" DBH	1	2012
51	(Symbol)	AMERICAN Solidago	12" DBH	1	2012
52	(Symbol)	AMERICAN Aster	12" DBH	1	2012
53	(Symbol)	AMERICAN Liatris	12" DBH	1	2012
54	(Symbol)	AMERICAN Monarda	12" DBH	1	2012
55	(Symbol)	AMERICAN Asclepias	12" DBH	1	2012
56	(Symbol)	AMERICAN Verbena	12" DBH	1	2012
57	(Symbol)	AMERICAN Salvia	12" DBH	1	2012
58	(Symbol)	AMERICAN Lavandula	12" DBH	1	2012
59	(Symbol)	AMERICAN Echinacea	12" DBH	1	2012
60	(Symbol)	AMERICAN Rudbeckia	12" DBH	1	2012
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66	(Symbol)	AMERICAN Verbena	12" DBH	1	2012
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70	(Symbol)	AMERICAN Rudbeckia	12" DBH	1	2012
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73	(Symbol)	AMERICAN Liatris	12" DBH	1	2012
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78	(Symbol)	AMERICAN Lavandula	12" DBH	1	2012
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96	(Symbol)	AMERICAN Verbena	12" DBH	1	2012
97	(Symbol)	AMERICAN Salvia	12" DBH	1	2012
98	(Symbol)	AMERICAN Lavandula	12" DBH	1	2012
99	(Symbol)	AMERICAN Echinacea	12" DBH	1	2012
100	(Symbol)	AMERICAN Rudbeckia	12" DBH	1	2012

**ADDITIONAL PLANT LIST**

NOTE: IN SHEET C-11, THE SHOWN TREE TYPES, SIZES, AND QUANTITIES ARE SUBJECT TO CHANGE.

NO.	SYMBOL	TREE NAME	SIZE	QTY	PLANTING DATE
101	(Symbol)	AMERICAN BEECH	12" DBH	1	2012
102	(Symbol)	AMERICAN HICKORY	12" DBH	1	2012
103	(Symbol)	AMERICAN Sycamore	12" DBH	1	2012
104	(Symbol)	AMERICAN White Birch	12" DBH	1	2012
105	(Symbol)	AMERICAN Yellow Birch	12" DBH	1	2012
106	(Symbol)	AMERICAN Red Pine	12" DBH	1	2012
107	(Symbol)	AMERICAN Short Pine	12" DBH	1	2012
108	(Symbol)	AMERICAN Larch	12" DBH	1	2012
109	(Symbol)	AMERICAN Spruce	12" DBH	1	2012
110	(Symbol)	AMERICAN Fir	12" DBH	1	2012
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117	(Symbol)	AMERICAN Dogwood	12" DBH	1	2012
118	(Symbol)	AMERICAN Tulip	12" DBH	1	2012
119	(Symbol)	AMERICAN Hydrangea	12" DBH	1	2012
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121	(Symbol)	AMERICAN Lilac	12" DBH	1	2012
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140	(Symbol)	AMERICAN Rudbeckia	12" DBH	1	2012
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145	(Symbol)	AMERICAN Asclepias	12" DBH	1	2012
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147	(Symbol)	AMERICAN Salvia	12" DBH	1	2012
148	(Symbol)	AMERICAN Lavandula	12" DBH	1	2012
149	(Symbol)	AMERICAN Echinacea	12" DBH	1	2012
150	(Symbol)	AMERICAN Rudbeckia	12" DBH	1	2012

**LEGEND**

ORIGINAL LANDSCAPE AND Hardscape DESIGN BY THE MAYNARD STUDIO IN COLLABORATION WITH NEFF & ASSOCIATES

DATE: 11/15/2017

SCALE: 1" = 10'

PROJECT: OBERLIN COLLEGE GATEWAY BUILDING

DATE: 11/15/2017

SCALE: 1" = 10'

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PROJECT: OBERLIN COLLEGE GATEWAY BUILDING

DATE: 11/15/2017

SCALE: 1" = 10'

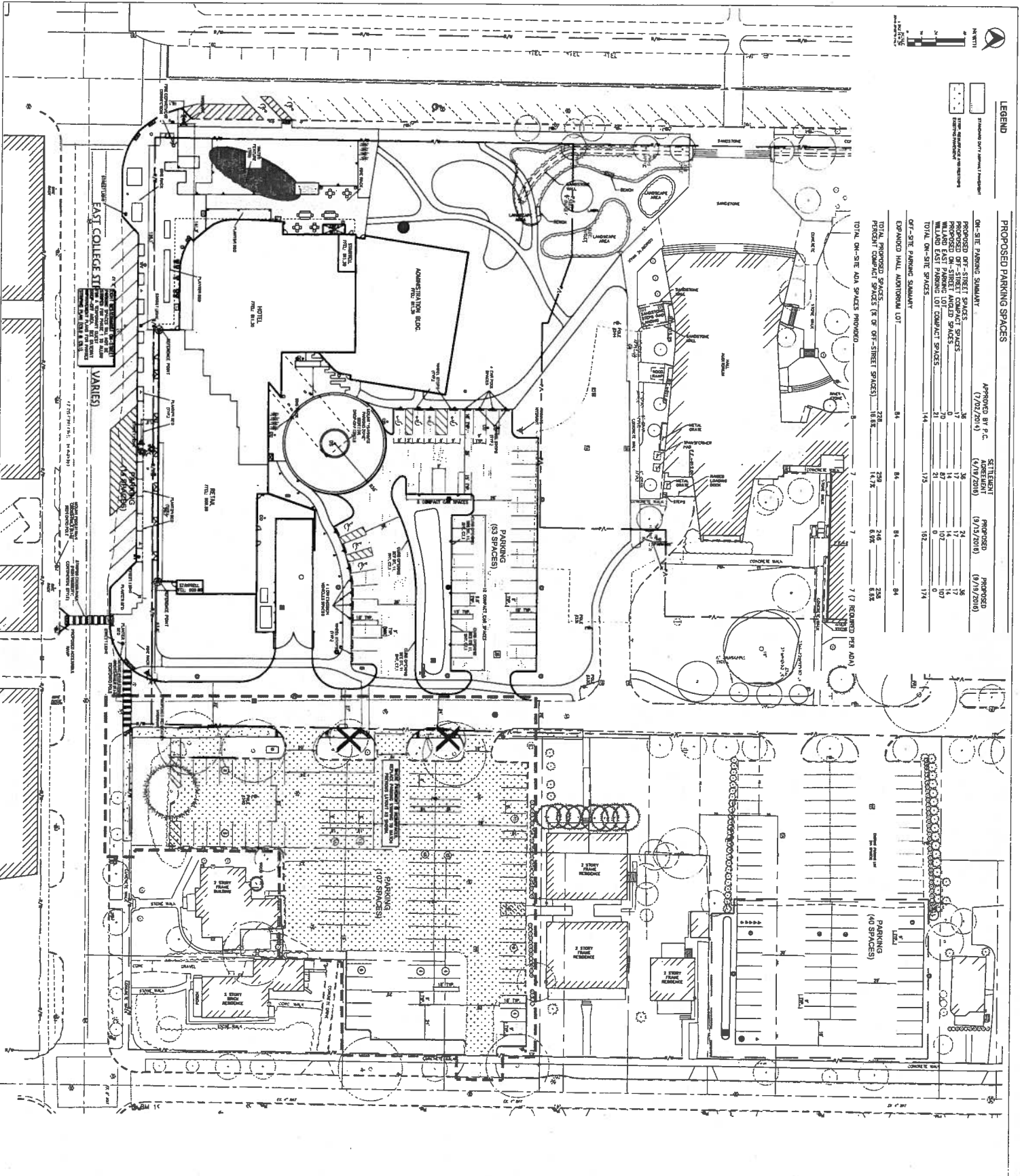
PROJECT: OBERLIN COLLEGE GATEWAY BUILDING

DATE: 11/15/2017

SCALE: 1" = 10'

PROJECT: OBERLIN COL





**LEGEND**

- Standard Street Layout Footprint
- Proposed Street Layout Footprint
- Existing Footprint



**PROPOSED PARKING SPACES**

APPROVED BY P.C.	SETTLEMENT	PROPOSED	PROPOSED
(7/02/2014)	(4/19/2010)	(9/13/2010)	(9/13/2010)
<b>ON-SITE PARKING SUMMARY</b>			
PROPOSED OFF-STREET COMPACT SPACES	36	36	36
PROPOSED OFF-STREET STANDARD SPACES	17	17	17
MILANO EAST PARKING LOT	70	67	102
MILANO EAST PARKING LOT COMPACT SPACES	21	21	16
<b>TOTAL ON-SITE SPACES</b>	<b>144</b>	<b>141</b>	<b>171</b>
<b>OFF-SITE PARKING SUMMARY</b>			
EXPANDED HALL ADJUNCTION LOT	84	84	84
<b>TOTAL PROPOSED SPACES (EX OFF-STREET SPACES)</b>	<b>228</b>	<b>225</b>	<b>255</b>
<b>PERSONAL COMPACT SPACES</b>	<b>185</b>	<b>142</b>	<b>62</b>
<b>TOTAL ON-SITE ADA SPACES PROVIDED</b>	<b>7</b>	<b>7</b>	<b>7</b>
<b>TOTAL REQUIRED ADA SPACES</b>	<b>7</b>	<b>7</b>	<b>7</b>

**OVERALL SITE LAYOUT PLAN**

2012007

**NEFF**

Architects Planners Interior Design

317 888 1100

412 778 2900