

## AN ORDINANCE NO. 1088.

By Mr. Kerr.

To authorize the entering into and execution of an agreement with the City of Columbus, Ohio, for the joint construction and management of the Gould Road Storm Sewer, and to approve said agreement.

Whereas, the construction of a storm sewer in Gould Road will provide drainage for certain territories within the Village of Bexley and within the City of Columbus, as hereinafter described, and

Whereas, it would be to the best interests of said municipalities to join in the construction and management of said storm sewer, and said construction can best be done by the Village of Bexley and the cost thereof shared by both parties, NOW, THEREFORE: BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BEXLEY, STATE OF OHIO: Two-thirds of all members elected thereto concurring:

Section 1. That the Mayor and Clerk be, and they are hereby, authorized and directed to execute an agreement with the City of Columbus, Ohio, covering the construction of the Gould Road Storm Sewer, which said agreement shall be as follows:-

"CONTRACT

CONTRACT PROVIDING FOR THE JOINT CONSTRUCTION AND MANAGEMENT BY THE VILLAGE OF BEXLEY AND THE CITY OF COLUMBUS, OHIO, OF A MAIN STORM SEWER TO BE KNOWN AS THE GOULD ROAD STORM SEWER.

THIS AGREEMENT, made and entered into by and between the Village of Bexley, Ohio, sometimes hereinafter designated as First Party, and the City of Columbus, Ohio, some-times hereinafter designated as Second Party, WITNESSETH:

That in consideration of the benefits accruing to the respective parties hereto, and of the payments of money provided to be made, these parties do hereby agree upon the joint construction and management by them of a storm sewer, which shall be known as the Gould Road Storm Sewer, to provide for surface or ground water drainage of the following described territories, to-wit:

(a) Situate in said Village of Bexley:

Beginning at a point in the east corporation line of the Village of Bexley, said point being in the center

line of the first alley south of Main Street; thence northerly, with the said east corporation line, to the north corporation line; thence westerly, with the north corporation line, to a point where the center line of Spruce Street extended northerly would intersect with the north corporation line; thence southerly, with the center line of Spruce Street extended northerly with the center line of Spruce Street and with the center line of Cassingham Road, to the center line of Maryland Avenue; thence easterly, with the center line of Maryland Avenue, to the center line of the first alley west of Stanwood Road; thence southerly, with the center line of said alley, to the first alley north of Broad Street; thence southerly, with the west line of Lot 320, Ardmore No.2, across Broad Street to the northwest corner of Lot 336, Ardmore No.2, and with the west line of said Lot 336, to the first alley south of Broad street; Thence southerly, with the center line of the alley west of Stanwood Road, to the center line of Fair Avenue; thence westerly, with the center line of Fair Avenue, to the center line of Remington Road (north of Main Street); thence southerly, with the center line of Remington Road, to the center line of Main Street; thence westerly, with the center line of Main Street, to the center line of Remington Road (south of Main Street); thence southerly, with the center line of Remington Road, to the center line of the first alley south of Main Street; thence easterly, with the center line of said alley to the place of beginning.

(b) Situate in said City of Columbus:

Beginning at a point in the east corporation line of the Village of Bexley, said point being in the center line of the first alley north of Main Street; thence easterly, with the said alley north of Main Street, to the alley west of Aurora Place; thence northerly, with the alley west of Aurora and with the alley west of Harding Road to Denver Avenue; thence westerly, with Denver Avenue, to the alley west of Chesterfield Road; thence northerly, with the alley west of Chesterfield Road, to Maryland Avenue; thence north-westerly to Stanwood Road and the south line of the B. & O. Railway right-of-way, said point being the northeast corner of the Corporation of Bexley; thence southerly, with the east corporation line of the Village of Bexley, to the place of beginning.

Said sewer shall begin at the intersection of the County ditch with the south side of Main Street, near the Marion-Truro Township line; running thence west in Main Street to Gould Road; thence north in Gould Road to Maryland Avenue; thence west in Maryland Avenue to Stanwood Road; thence north in Stanwood Road and Hemlock Street to Delmar Drive; said sewer to be of sufficient dimensions to provide surface and ground water drainage for the above described areas, as may be determined upon said plans to be prepared by the engineers of said First Party and approved by the engineers of said Second Party, as hereinafter provided.

Said improvement shall be so jointly constructed and managed by the following method, and in the following manner, to-wit:

1. The engineers of said Village of Bexley shall prepare the necessary plans, specifications, estimates and profiles of said proposed improvement, which shall be approved by each of the parties hereto and filed in the proper office of each municipality prior to the advertising for bids,

2. Said First Party shall pass the necessary legislation and let the contract therefor in the manner provided by law for the letting of contracts by such municipality, and said First Party through its engineers and inspectors shall have control and supervision of said construction.

3. For the preparation of such plans, specifications, estimates and profiles and for the construction of said sewer, said City of Columbus shall pay as follows, to-wit: Thirty-five (35%) per cent of the cost of preparing said plans, specifications, estimates and profiles and thirty-five (35%) per cent of the cost of constructing that portion of said sewer from said beginning point at the intersection of said County ditch with Main Street to the intersection of Maryland Avenue and Stanwood Road, such costs to include engineering and inspection, any necessary real estate and easements, and all legitimate items of cost incident to such construction, except interest charges, as soon as such costs can be determined.

Said Village of Bexley shall pay as follows, to-wit: Sixty-five (65%) per cent of the cost of preparing said plans, specifications, estimates and profiles and sixty-five (65%) per cent of the cost of constructing that portion of said sewer from said beginning point to the intersection of Maryland Avenue and Stanwood Road, and all the cost of constructing that portion from Maryland Avenue to Delmar Drive, and shall provide for its own interest charges.

Said Second Party agrees to advance to said First Party a sum equal to thirty-five (35%) per centum of the estimates cost of said plans and estimates and of the cost of said portion of said sewer hereinabove described, at the time bids are received for the

letting of the contract for said improvement and prior to the letting thereof, said estimated amount to be based upon the estimated quantities at the accepted bid prices, and on completion of such sewer, final settlement shall be made by the payment to or by said First Party by or to said Second Party of an amount equal to the difference between said percentage of the estimated cost and the same percentage of the actual cost of such improvement between said points, so that the actual net payment by said Second Party to said First Party shall equal thirty-five (35%) percentum of the actual cost of said sewer between said points.

4. It is further agreed that said First and Second Parties shall retain joint control, management and operation of said sewer, and that the maintenance and repairs thereof shall be under the supervision of said First Party, and as a consideration therefor said Second Party agrees to pay annually on or before the 1st day of February of each year to said First Party thirty-five (35%) percentum of the cost of such maintenance and repairs of said sewer between the above described points.

5. It is further mutually agreed that said First and Second Parties shall provide for their respective payments hereby agreed upon by the levy of taxes, issue of bonds, or special assessments; as now provided, or as hereafter may be provided, in the laws governing municipalities in the construction, maintenance, repair or operation of such improvements.

6. It is further agreed that the First Party hereto shall credit all amounts of money received from said Second Party under this agreement, to the proper fund to be used and applied toward the construction, maintenance and repair of such sewer between said points hereinabove specified, and for no other purpose.

7. It is further agreed that in case either or both of said Parties hereto shall be held to the payment of any damages to any property owner or owners by reason of the discharge of water from said sewer so to be constructed into an

open ditch or water course, such damage shall be borne sixty-five (65%) per cent by said First Party and thirty-five (35%) per cent by said Second Party.

8. This contract shall be and remain in force during the entire period of usefulness of said sewer.

IN WITNESS WHEREOF, said Village of Bexley, by it Mayor and Clerk, and said City of Columbus, by its Director of Public Service, have caused this agreement to be executed on this \_\_\_\_\_ day of October, 1930.

THE VILLAGE OF BEXLEY, OHIO.

Approved as to form:

\_\_\_\_\_  
Attorney for the Village of Bexley.

By: \_\_\_\_\_  
Mayor.

\_\_\_\_\_  
Clerk.

THE CITY OF COLUMBUS, OHIO.

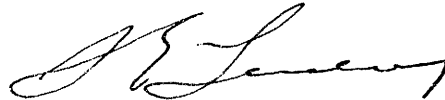
\_\_\_\_\_  
Attorney for the City of Columbus.

By: \_\_\_\_\_  
Director of Public Service.

Section 2. That said agreement be, and the same is hereby approved.

Section 3. That this ordinance is an emergency ordinance, and necessary for the immediate preservation of the public peace, health and safety within the Village of Bexley, and shall go into immediate effect, said emergency being that unless a portion of said sewer is constructed before winter certain streets and sewers recently constructed in said Village will be irreparably damaged and the homes of the citizens rendered damp and unhealthy by reason of lack of proper drainage.

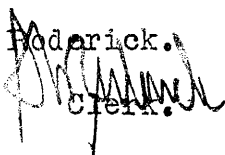
Passed October 7, 1930.



S. E. Ludwig.

Mayor.

Attest: S. W. Roderick.

  
Clerk.

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