

By: *John H. Markson* ORDINANCE NO. 37-69

To authorize the Mayor to execute a contract engaging Edward R. Hurley and Associates to conduct an apartment location and neighborhood improvement study, and to declare an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That the Mayor, on behalf of the City of Bexley, Ohio, be and he is hereby authorized and directed to execute a contract with Edward R. Hurley and Associates, in the following form:

CONTRACT FOR PLANNING WORK

This contract entered into on the 9th day of September, 1969, by the City of Bexley, Ohio, hereinafter referred to as the "City", and Edward R. Hurley and Associates, hereinafter referred to as the "Consultant",

WITNESSETH THAT:

In consideration of the mutual agreements hereinafter set forth, the parties hereto, legally intending to be bound hereby, do agree for themselves and their respective successors and assigns, as follows:

ARTICLE I - EMPLOYMENT OF CONSULTANT

1. The City hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services described in Article IV according to the terms set forth herein.

2. It is mutually understood and agreed that the Consultant is an independent contractor and not an employee, agent, or servant of the City except as stated herein. The selection, employment, and retention of employees of the consultant shall be under the control of the consultant. The City will not have the right, power, or privilege to hire, select, or discharge such employees of the consultant.

ARTICLE II - AREA COVERED

The Consultant shall perform all the necessary services provided under this Contract in connection with and respecting the area or areas as defined in Article IV.

ARTICLE III - SCOPE OF SERVICES

1. The Consultant shall do, perform, and carry out in a satisfactory and professional manner such work as is outlined in Article IV.

2. All materials, in whatever form, prepared or acquired by the Consultant for the work done under this contract, including maps, photographs, statistical tabulations, publications, studies, reports, or other similar material, shall become the property of the City and shall be delivered to the City not later than the date of the termination of this

Contract. All such material shall be confidential and shall not be released prior to termination of this Contract without the prior approval of the City.

ARTICLE IV - DESCRIPTION OF SERVICES

The Consultant shall perform, complete, and present the professional services and planning study work items specified as follows:

1. GENERAL WORK TASK TO BE PERFORMED - APARTMENT LOCATION AND NEIGHBORHOOD IMPROVEMENT STUDY

- A. Delineation of neighborhood and sub-neighborhood areas and boundaries.
- B. Field survey on a neighborhood-by-neighborhood basis of structural condition and environmental condition.
- C. Review and update existing land use information.
- D. Investigation of water and sewer capabilities serving potential redevelopment areas where apartments might feasibly be located.
- E. Review available data on soil and substratum conditions of potential redevelopment areas.
- F. Investigation of population and housing characteristics.
- G. Review existing dwelling unit density patterns.
- H. Gather and review existing data on transportation facilities including traffic volumes and capacities.
- I. Analysis of existing zoning relative to new apartment development and control of same.
- J. Documentation, analysis, and evaluation of surveys.
- K. Determination of areas:
 - (1) Where specific types of apartments could best be located in the community.
 - (2) Where housing or general neighborhood problems exist or could occur over the longer range period which would lead to the decline of the neighborhood and community.
- L. Development and recommendation of steps that must be taken to assure proper development of any potential new apartment areas.
- M. Development and recommendation of possible types of techniques or remedial action that should be taken to correct existing neighborhood problems, increase attractiveness of the various neighborhoods, or deter potential longer range problems.
- N. Preparation of preliminary draft of Apartment Location and Neighborhood Improvement Study for review by community officials.
- O. Preparation of final report and maps.

2. MAPS OR DRAWINGS

1. Revised City Base Map (appropriate for planning purposes).
 2. Existing Land Use.
 3. Building Condition Map.
 4. Blighting Influence and Environmental Condition Map.
 5. Dwelling or Population Density Map.
 6. Utilities, Soil Conditions, Substratum Map (may not be necessary).
 7. Apartment Location and Neighborhood Improvements Map.
- The above maps and other maps as deemed necessary during the course of the planning work will be presented on large "public presentation maps" in color and will also be presented in black and white and/or color in the report.

3. REPORT

A report entitled "Apartment Location and Neighborhood Improvement Study, Bexley, Ohio" will be prepared in an attractive manner incorporating all findings of the study, all necessary maps, and recommendations. One hundred (100) copies of the report will be prepared.

4. MEETINGS

The consultants will attend any requested meetings necessary to discuss goals, findings, recommendations of the study (generally not to exceed two meetings per month).

ARTICLE V - PERSONNEL

1. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract.

ARTICLE VI - TIME OF PERFORMANCE

The services of the Consultant are to commence as soon as this contract is fully executed. All work outlined in Article shall be completed no later than 6 months after the date of signing of contract, excluding final printing which shall be completed no later than 45 days after approval of the Plats and Engineering Committee.

ARTICLE VII - METHOD OF PAYMENTS

The City will pay the Consultant Seven Thousand Eight Hundred and no/100 Dollars (\$7,800.00). Such sum shall be paid in the amounts and as designated below.

Payment Number

1. Upon completion of Items A and B of General Work Tasks \$1,950.00
2. Upon completion of Items C, D, E, F, G, H, I and J of General Work Tasks..... 1,950.00

- 3. Upon completion of Items K, L, M, and N of General Work Tasks and submission of preliminary draft of Apartment Location and Neighborhood Study for review by community officials..... \$ 1,950.00
 - 4. Upon Submission of final reports and maps..... 1,950.00
- \$ 7,800.00

ARTICLE VIII - ASSIGNABILITY

This Contract cannot be assigned to any other person, firm or corporation without prior approval of the City.

ARTICLE IX - COPYRIGHT

No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Consultant.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on this 9th day of September, 1969.

Section 2. That the sum of \$7,800.00 is hereby appropriated from the General Fund for the purpose of paying the cost of the same.

Section 3. That this ordinance is an emergency ordinance, necessary for the immediate preservation of the public peace, health and safety, said emergency being that said study must start at once because it is needed to assist Council with its pending planning, and this ordinance shall go into immediate force and effect.

Passed: September 9, 1969

J. Ruth Washburn
President of Council

Attest:

[Signature]
Clerk of Council

Approved: September 10, 1969

[Signature]
MAYOR

Posted 9/10/69