

ORDINANCE NO. 16-71

By: Frank H. Zmann

To authorize the Mayor to execute an agreement of employment with Edward R. Hurley and Associates, planning consultants, to prepare a new zoning ordinance for the city 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 hereby is authorized and directed to execute an agreement with Edward R. Hurley and Associates, the form of the same to conform to the contract attached hereto and made a part hereof.

Section 2. That the sum of \$4,000.00 is hereby appropriated from the General Fund for the purpose aforesaid.

Section 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and safety, said emergency being that the City is in need of a zoning ordinance for the commercial area during the existing moratorium, and said ordinance shall go into immediate force and effect, upon passage and approval by the Mayor.

Passed: May 25th, 1971

John L. Crable
President of Council

Attest:

C. Hurley
Clerk of Council

Approved: May 25th, 1971

W. D. McCune
MAYOR

vested
5-26-71

CONTRACT FOR PLANNING WORK

This contract entered into on the 25th day of May,
1971, 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 II 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.
3. The Consultant designates William D. Schnauffer to act as the planner-in-charge and to be present at all designated meetings in Article II.

ARTICLE II

SCOPE OF SERVICES

1. The Consultant shall do, perform, and carry out in a satisfactory and professional manner such work as specified as follows:
 - A. Examine existing commercial development patterns and review commercial development plans for the areas along Main Street,

N. Cassady Road, and Livingston Avenue, and for other areas with authorization by the Mayor, with the purpose of determining needed commercial zoning districts and locations.

- B. Prepare zoning ordinance and map revisions for adoption by the City for commercial areas.
- C. Prepare zoning ordinance and map revisions for adoption by the City for apartment or multiple dwelling areas. This item will be based primarily on the Consultant's previous planning work for Bexley concerning apartment locations.
- D. Prepare zoning ordinances and map revisions for adoption by the City for residential areas. Also prepare zoning ordinances and map revisions for adoption by the City for office areas and university areas if not included in any other areas.
- E. Attend meetings as authorized by the Mayor to present or discuss the planning work accomplished under this contract.
- F. Perform any related work not specifically stated in this contract when authorized by the Mayor.

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 III

TIME OF PERFORMANCE

The services of the Consultant are to commence upon the signing hereof.

ARTICLE IV

COMPENSATION

The Commission will pay the Consultant monthly based upon the following hourly rate and expense schedule:

RATE SCHEDULE FOR DETERMINING MONTHLY FEE

PROFESSIONAL PLANNER (Qualified in Ohio as Planner-in-Charge)

a. Hourly rate - \$25.00/Hr.

OTHER STAFF PERSONNEL

a. Actual hourly rate + 100% overhead charge, with a maximum of \$20.00/Hr.

PRINTING & OTHER NECESSARY EXPENSES

a. At cost.

ARTICLE V

TERMINATION OF CONTRACT

For any just cause, the City shall have the right to terminate this Contract upon serving notice to the Consultant. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant shall become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any work completed until such notice was received.

ARTICLE VI

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 25th day of May, 1971.

CITY

CONSULTANT

CITY OF BEXLEY, OHIO

EDWARD R. HURLEY AND ASSOCIATES

KD M. Clove

Edward R. Hurley

Representative

Representative

Mayor

Owner

Title

Title

Date May 25th, 1971

Date May 25, 1971

CONTRACT APPROVED AS TO FORM:

Howard DePaul

City Solicitor
City of Bexley, Ohio