

ORDINANCE NO. 2013 - 40

AUTHORIZING THE CITY MANAGER TO ENTER INTO A REIMBURSEMENT AGREEMENT WITH BUNNELL HILL DEVELOPMENT COMPANY, INC. FOR A SANITARY SEWER MAIN CONSTRUCTION ALONG BETHANY ROAD AND DECLARING AN EMERGENCY

WHEREAS, the City of Mason intends to construct a sanitary sewer along Bethany Road, crossing Mason-Montgomery Road to provide access to sanitary sewerage for presently unsewered City residents in the area; and

WHEREAS, Bunnell Hill Development Company, Inc., who owns property on the west side of Mason-Montgomery Road and intends to develop the property, desires to connect to the City sanitary sewer system; and

WHEREAS, Bunnell Hill Development Company, Inc. has offered to reimburse the City for a portion of said sanitary sewer crossing in the amount of up to \$80,000.00.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Mason, Ohio, five members elected thereto concurring:

Section 1. That the City Manager is authorized to enter into a reimbursement agreement with Bunnell Hill Development Company, under which Bunnell Hill Development Company, Inc. will transmit the sum of up to \$80,000.00 to the City upon completion of the sanitary sewer, pursuant to the terms of the reimbursement agreement attached hereto as Exhibit "A" and incorporated herein by reference.

Section 2. That the Finance Director is hereby authorized to accept from Bunnell Hill Development Company, Inc. the amount of up to \$80,000.00 pursuant to the terms of the agreement attached hereto, and deposit said amount in the City Sewer Fund.

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and general welfare and shall be effective immediately upon its passage. The reason for said declaration of emergency is the need execute the agreement at the earliest possible date.

Passed this 22nd day of April, 2013.

Attest:

Clerk of Council

Vice Mayor

EXHIBIT "A"

REIMBURSEMENT AGREEMENT

This Agreement, made this ____ day of _____ 2013, by and between the City of Mason (City) and Bunnell Hill Development Company, Inc. (Bunnell Hill).

City and Bunnell Hill agree as follows:

1. City intends to construct a sanitary sewer crossing of Mason-Montgomery Road from an existing manhole on the east side of the Mason-Montgomery Road to a new manhole located in the right-of-way adjacent to the Bunnell Hill property on the north side of the Bethany Road, leaving a public manhole for future connection by Bunnell Hill.
2. Bunnell Hill, at their expense, will construct a private sewer main from the future development to the public manhole.
3. Bunnell Hill will reimburse City 50% of the City's cost to install 1,300 feet of sanitary sewer, including the bore and casing pipe, and 8 manholes, not to exceed the amount of \$80,000.00 toward the total cost of constructing the sanitary sewer. This reimbursement shall be made within 60 days after completion of the construction and certification to Bunnell Hill that the sewer connection is available.
4. Bunnell Hill's failure to reimburse the full amount of up to \$80,000.00 within the allotted time shall be considered a breach of this Agreement. The City shall be entitled to pursue any necessary action in law or equity in order to enforce this provision of the Agreement. Bunnell Hill agrees that any judgment obtained by the City from a court of competent jurisdiction shall be a lien on Bunnell Hill's property and may be assessed on the tax duplicate as other liens. In the event the City must take action to obtain such a judgment, Bunnell Hill agrees that they shall be responsible for all reasonable attorney's fees and court costs incurred by the City.
5. In addition to this reimbursement, Bunnell Hill will be subject to the normal sewer tap fees as contained in the current fee schedule of City.

In witness whereof, the parties hereto have executed this agreement in two copies, each of which shall be deemed an original on the date first above written.

BUNNELL HILL DEVELOPMENT CO.:

CITY OF MASON:

By: _____

City Manager

ATTEST:
