

Council Chamber Alliance Ohio Dec 12th 1894

Special Session

Contract with
Penn Co

Council met in special session upon the following Call: "You are hereby notified that a special meeting of the Alliance City Council is called to meet in Council Chamber on Wednesday Dec 12th 1894 at 7 o'clock P.M. to take action on Contract with Penna Co relative to overhead bridges and to consider the quality of brick being used on the Market Street improvement" signed by Chas. J. Kay Jno Seft. M Trail. With President Bush in the chair and the following members present. Buck Davidson Harris Kay Melaney Seft Trail Wilson absent Conger Crumbach and Williams.

The agreement between the City and the Pennsylvania R R Co relative to overhead bridges which had been acted on by Council on Nov 19th having been sent to the Company for their signature and the same being returned by said Company in a somewhat modified form the said agreement was then read as follows:

This agreement made this 12th day of December A D 1894 between the Pennsylvania Company operating the Pittsburgh - Ft Wayne and Chicago Railway as first party and the City of Alliance Stark County Ohio as second party Witnesseth: Whereas the second party in the interest of public safety desires to erect and maintain over the tracks and right of way of the Pittsburgh - Ft Wayne and Chicago Railway two Viaducts in the City of Alliance: One at the intersection of Main Street and said tracks and right of way and the other at the intersection of Lincoln Avenue and said tracks and right of way as shown

on the blue prints nos. 6536 and 6537 hereto attached. marked "Exhibits A & B" approved by the engineer of the first party and the engineer of the second party and made a part hereof. and Whereas the first party upon the terms and conditions hereinafter set forth is willing to aid said second party in the erection of said Viaducts. Now Therefore it is agreed between the parties as follows:

----- Main Street Viaduct -----

- First: Main Street Viaduct and approaches shall be made on the lines as shown upon said blue print no 6536 marked "Exhibit A"
- a. That part of the bridge over the first party's property shall at no point be less than twenty one ⁽²¹⁾ feet above the top of the rails in the first party's tracks
 - b. The first party shall build across its property and track from "E" to "F" an iron or steel superstructure with roadway twenty-two (22) feet in width and a sidewalk on the west side thereof seven (7) in width
 - c. Said first party shall erect the support of said Viaduct at the north end of the main span and also the necessary trestle supports for the north approach northwardly to the letter "E" and the second party shall erect the support at the south end of the Main span at letter "F"
 - d. The first party shall build a stairway at the point "A" and also a foot walk "A. B" leading from the south approach of the bridge to the stairway at "A" as shown upon said blue print
 - e. The first party shall also build a stairway at point "C" and will furnish the ground to the second party for an approach from point "D" to said stairway as shown upon said blue print

f. The second party shall construct all the remaining portion of the Viaduct and its approaches including the stairways at Main street and will assume and pay all land damages resulting therefrom
 g. The second party shall at its own expense maintain the Viaduct and its approaches
 h. The second party shall maintain the stairway leading to point "C" and also the east and west stairways at Main Street

i. The first party shall maintain the stairway at "A" and the foot walk from "A" to "B"

j. The first party shall fence ⁱⁿ its property on a line extending from the prolongation of the west line of Webb Street easterly ten hundred and fifty (1050) feet more or less said line to be two hundred and three (203) feet from the center line of the right of way of the Pittsburgh & Ft Wayne & Chicago Railway and parallel thereto.

Said fence line being further described as being two hundred and thirty-two and seven tenths (232.7) feet north of the belt course of the north face of the present brick passenger station and hotel measured at the northwest corner thereof and also two hundred and eighty-four and two tenths (284.2) feet from the southwest corner of Webb and Patterson Streets measured along the west line of Webb Street as shown upon said blue print.

----- Lincoln Avenue Viaduct -----
 Second: The Viaduct and approaches thereto at Lincoln Avenue shall be constructed on the lines as shown on said blue print no. 6537 marked "Exhibit B"

a. said Viaduct shall consist of a bridge across the first party's property

and shall be reached by two approaches; one at the north and one at the south end thereof. Said bridge shall be twenty two (22) feet in width with a sidewalk seven (7) feet in width on the east or west side thereof as second party may elect and with a clear height of twenty one (21) feet above the top of rail of the first party's track,

b. The first party shall at its own expense build the superstructure for said Viaduct with steel or iron from the south line to the north line of its property across its yards

c. The second party agrees to build the abutments or supports for said Viaduct at the north and south lines of said first party's property and shall also build the approaches to said Viaduct at both ends thereof and assume and pay all land damages resulting therefrom

d. The second party shall maintain the Viaduct and its approaches.

e. The ~~first~~ party will repair any damage that may be done to either ^{the} Viaduct or its approaches at Main Street and at Lincoln Avenue by reason of accidents in the operation of its trains.

f. The second party shall within one year from the execution of this agreement secure the vacation of so much of the road known as Rockhilltown road as lies across the right of way and tracks of the first party, and shall also within said period of time secure the vacation of this road at that point by the Commissioners of said County so that by the expiration of one year from the date of this agreement said Rockhilltown road will be vacated across property and tracks of the first party.

g. The first party upon the Completion of the work herein Contemplated and upon the Vacation of the said Rockhill town road as herein provided will convey to the second party so much of the reservoir property of the first party in Alliance as lies South of the north line of Oxford street, as shown on blue print no 6416. Marked Exhibit "C" and attached hereto.

Third: It is agreed that upon the Completion of said Main Street Viaduct the second party will pass and thereafter maintain an Ordinance making it a penal offense to Cross the first party's tracks except where the same are intercepted by legal highways, or to trespass upon the grounds of the first party where its tracks are located within the City of Alliance

Fourth: It is agreed that upon the execution of this agreement the second party will dismiss the injunction case restraining the first party from improving its property between Main and Webb Streets opposite its passenger station and the first party will pay the Costs which have accrued in said Case since the same was instituted.

In Testimony Whereof the parties hereto have caused these presents to be executed by Their proper officers the day and year above written:

The Pennsylvania Company operating the Pittsburgh & T. Wayne & Chicago Railway
by

The City of Alliance by

Trail moved that the date of said Contract be fixed as December 12th 1894 seconded by Wilson and carried.

— Kay then offered the following preamble and resolution:

Whereas, a certain Contract relating to the building of Viaducts at the foot of Main Street and at Lincoln Avenue in the city of Alliance and recorded on page 214 of the city records under date of November 19th 1894 has been returned by the Penna Co somewhat modified in form and whereas the Council of Alliance approves of said modified Contract. Therefore

Be it resolved that the Mayor of the City of Alliance be and is hereby instructed to sign on behalf of the city the above mentioned Contract about to be entered into by and between the Penna Co operating the P F W & C Railway and the City of Alliance said Contract being numbered 1, and bearing date of Dec 12th 1894.

Resolved further that the Clerk of said City be and is hereby instructed to spread said Contract upon the records of said City, to attest the signature of the Mayor to said Contract and to forward the said Contract to the proper officials of the Penna Co.

Wilson moved the adoption of the resolution seconded by Trail the yeas and nays were called resulting Yeas Buck Davidson Harris Kay Melaney Sefer Trail Wilson Duosh Yeas 9 nays none and the resolution was declared adopted. On motion of Harris the Clerk was instructed, upon the signing of the aforesaid Contract by the proper authorities to notify the County Commissioners of such Contract.

No further business Council adjourned

Thomas Casselman

Clerk

L. A. Bush Pres,