

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2016 – 004

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AUTHORIZING COOPERATION BY THE CITY WITH THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION ("ODOT"), APPROVING THE MAYOR ENTERING INTO A CONTRACT AUTHORIZING ODOT TO PROCEED WITH THE CHANGING OF EXISTING LANE ASSIGNMENTS FOR STATE ROUTE 82 EASTBOUND TO IR-71 NORTHBOUND RAMP, IN CONNECTION WITH THE I-71/SR-82 ROYALTON ROAD INTERCHANGE IMPROVEMENTS PROJECT IN THE CITY OF STRONGSVILLE (PID NO. 99435), AND DECLARING AN EMERGENCY.

WHEREAS, on November 16, 2015, the City of Strongsville enacted legislation being Ordinance No. 2015-238 proposing its cooperation with and consent to the Director of the Ohio Department of Transportation for the following described project:

The Project consists of changing existing lane assignments for State Route 82 EB to IR-71 NB ramp to alleviate excessive queuing in the State Route 82 EB curb lane, lying within the City of Strongsville; and

WHEREAS, the City has agreed to cooperate with the Director of the Ohio Department of Transportation in connection with the Project as follows:

The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation; and

WHEREAS, the share of the cost of the City is now estimated in the amount of \$101,090.00, but said estimated amount is to be adjusted in order that the City's ultimate share of said Project shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, the Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for the Project, and has transmitted copies of the same to the City; and

WHEREAS, the City of Strongsville desires the Director of Transportation to proceed with the Project.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That the Mayor be and is hereby authorized and directed to enter into a contract with the State of Ohio, Department of Transportation in the form attached hereto as Exhibit A and incorporated herein as if fully rewritten; and the Mayor, Director of Finance, City Engineer, Director of Public Service and other appropriate City officials be and are hereby authorized and directed to provide, execute and deliver certifications, assurances and such other information as may be required in connection therewith.

Section 2. That this Council and the Administration hereby request the Ohio Director of Transportation to proceed with the aforesaid Project and highway improvement; and further agree to assume the share of the cost and expense of the Project over and above the amount to be paid from Federal funds, which is presently estimated at \$101,090.00.

Section 3. That the funds necessary to pay for the City of Strongsville's portion of the costs in connection with this Project have been appropriated and shall be paid from the General Capital Improvement Fund; and the Director of Finance is hereby authorized and directed to issue a warrant from City funds for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement, over and above the amount to be paid from Federal funds.

Section 4. That the Clerk of Council be and is hereby authorized and directed to forward a certified copy of this Ordinance to the Ohio Director of Transportation.

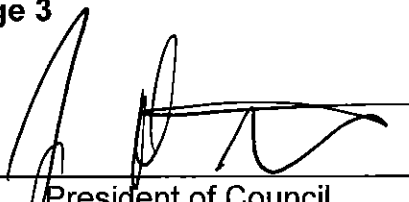
Section 5. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 6. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and general welfare of the inhabitants of the City and for the further reason that it is necessary in order to participate with the State in and expedite the Project, to promote highway safety, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

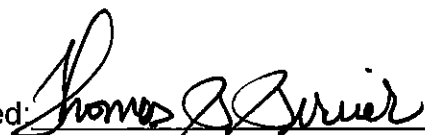
CITY OF STRONGSVILLE, OHIO

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President of Council

Approved: 

Mayor


Date Passed: January 19, 2016

Date Approved: January 20, 2016

Yea

Nay

Carbone	<u>✓</u>	_____
Daymut	<u>✓</u>	_____
DeMio	<u>✓</u>	_____
Dooner	<u>✓</u>	_____
Schonhut	<u>✓</u>	_____
Short	<u>✓</u>	_____
Southworth	<u>✓</u>	_____

Attest: 

Clerk of Council

ORD. No. 2016-004 Amended: _____
1st Rdg. 1-19-16 Ref: _____
2nd Rdg. Suspended Ref: _____
3rd Rdg. Suspended Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: 1-19-16 Defeated: _____

**CERTIFICATE OF COPY
STATE OF OHIO**

State of Ohio)
County of Cuyahoga)
City of Strongsville)

I, Aimee Pientka, as Clerk of Council of the City of Strongsville, Ohio, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Legislative Authority of the said City on the 19 day of January, 2016, that the publication of such Ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in Ordinance Record No 2016-004.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 20 day of January, 2016.

(SEAL)

Aimee Pientka
Aimee Pientka, Clerk of Council

CONTRACT
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the City of Strongsville, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: **RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: **PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of changing existing lane assignments for State Route 82 EB to IR-71 NB ramp to alleviate excessive queuing in the State Route 82 EB curb lane, lying within the City of Strongsville.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **One Hundred One Thousand Ninety and - - - - 00/100 Dollars, (\$101,090.00).**
5. **The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,
 - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
 - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;

- E. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows:

City of Strongsville
16099 Fotiz Parkway
Strongsville, Ohio
44149

Ohio Department of Transportation
Office of Estimating
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, or age. Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, or age. If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XI: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

PID No. 99435 – Contract

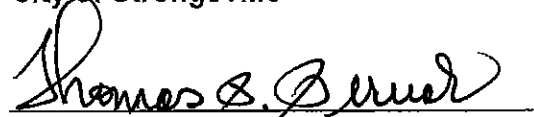
IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL
(If Applicable)

OHIO DEPARTMENT OF
TRANSPORTATION

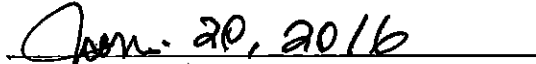
LOCAL PUBLIC AGENCY
City of Strongsville

Director of Transportation



Mayor Thomas P. Perciak

Date



Date

Approved:
Mike DeWine
Attorney General of Ohio

By: _____
Stephen H. Johnson
Chief, Transportation Section

Date: _____