

# City of Willoughby Hills

## **ORDINANCE NO. 2016-21**

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### **AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF WILLOUGHBY HILLS TO ENTER INTO A PARTICIPATION AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE CITY'S ROCK SALT REQUIREMENTS FOR THE 2016-2017 WINTER SEASON AND DECLARING AN EMERGENCY.**

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**WHEREAS**, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for Political Subdivisions including Counties, Townships, Municipal Corporations, Port Authorities, Regional Transit Authorities, State Colleges/Universities and County Transit Boards and others to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles; and

**WHEREAS**, the City of Willoughby Hills desires to participate in the Ohio Department of Transportation's (ODOT) annual winter road salt bid (018-17) in accordance with Ohio Revised Code 5513.01(B).

***NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILLOUGHBY HILLS, COUNTY OF LAKE, STATE OF OHIO THAT:***

**SECTION 1.** The Mayor is hereby authorized and directed to execute the participation agreement contained in the **RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT WINTER CONTRACT (018-17) FOR ROAD SALT**, consisting of one (1) page attached hereto as the **"Exhibit A"**.

**SECTION 2.** Funding for the purchase of road salt in the amount of \$148,100 from the Street Construction, Maintenance and Repair Fund #250 has been approved with the passage of Ordinance No. 2016-3 – AMENDED, an ordinance adopting permanent appropriations necessary to maintain City services for the fiscal period beginning January 1<sup>st</sup> through December 31, 2016.

**SECTION 3.** In approving said participation agreement, the City of Willoughby Hills agrees to the following terms and conditions regarding participation on the ODOT winter salt contract:

(a) The City of Willoughby Hills hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and

(b) The City of Willoughby Hills hereby acknowledges that upon the Director ODOT's signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the City; and

(c) The City of Willoughby Hills agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the City's participation in the winter road salt contract; and

(d) The City of Willoughby Hills hereby requests through this participation agreement a total of **2000 tons** of Sodium Chloride (Road Salt) of which the City agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

(e) The City of Willoughby Hills hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period of October 1, 2016 through March 31, 2017; and

(f) The City of Willoughby Hills hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and

(g) The City of Willoughby Hills acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Wednesday, June 1, 2016. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: [Contracts.Purchasing@dot.ohio.gov](mailto:Contracts.Purchasing@dot.ohio.gov) by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the City's participation request. Furthermore, it is the sole responsibility of the City to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a City's participation agreement and/or a City's request to rescind its participation agreement.

**SECTION 5.** The actions of this Council concerning and relating to the passage of this legislation were conducted in lawful meetings of this Council and that all deliberations of this Council and of any of its Committees that resulted in such formal action were held in compliance with all legal requirements including Chapter 107 of the Codified Ordinances of the City of Willoughby Hills.

**SECTION 6.** This Ordinance constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, safety and welfare of the inhabitants of the City of Willoughby Hills, insofar as it provides for the usual daily operation of the Service Department; to wit: **RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT WINTER CONTRACT (018-17) FOR ROAD SALT**, consisting of one (1) page attached hereto as the "Exhibit A" is required to be submitted to The Ohio Department of Transportation (ODOT) by May 27, 2016; wherefore, this Ordinance shall be in full force and effect from and after its adoption and approval by the Mayor.

PASSED: May 12, 2016

Submitted to the Mayor for his approval  
on this 2 day of May, 2016

ATTEST:

Victoria Ann Savage  
Victoria Ann Savage, CMC  
Clerk of Council

Nancy E. Fellows  
Nancy E. Fellows  
President of Council

Approved by the Mayor

May 12, 2016  
Robert M. Weger  
Robert M. Weger  
Mayor