

City of Willoughby Hills

ORDINANCE NO. 2009-68

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF WILLOUGHBY HILLS TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION, DISTRICT 12 TO UPGRADE TRAFFIC SIGNALS AND INTERSECTION IMPROVEMENTS ALONG EUCLID-CHARDON ROAD (U.S.6) AND S.O.M. CENTER ROAD (S.R. 91) IN THE CITIES OF WILLOUGHBY HILLS AND WILLOUGHBY AND DECLARING AN EMERGENCY.

WHEREAS, the State has identified the need to upgrade traffic signals and intersection improvements along Euclid-Chardon Road (U.S.6) and S.O.M. Center Road (S.R. 91) in the Cities of Willoughby Hills and Willoughby; and

WHEREAS, the Council of the City of Willoughby Hills agree to the terms and conditions as outlined in the Preliminary Legislation attached hereto and referenced herein; and thereby has determined it to be in the public interest to provide consent to the Director of Transportation to proceed with the proposed work.

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

SECTION 1. Project Description.

The State has identified the need for the described project:

Upgrade traffic signals and intersection improvements along Euclid-Chardon Road (U.S. 6) and S.O.M. Center Road (S.R. 91) in the Cities of Willoughby Hills and Willoughby.

SECTION 2. Consent Statement.

Being in the public interest, the City of Willoughby Hills hereby gives consent to the Director of Transportation to complete the above described project.

SECTION 3. Cooperation Statement.

1. The Local Public Agency (the City) agrees to assume and contribute the entire cost and expense 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, United States Department of Transportation. And further, the LPA agrees to assume and bear one hundred percent (100%) of the cost of preliminary engineering, right-of-way and environmental documentation.
2. The Local Public Agency (the City) agrees to pay One Hundred Percent (100%) of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.
3. The Local Public Agency (the City) will also act as the contractual agency for the City of Willoughby.

SECTION 4. Utilities and Right-of-Way Statement.

The LPA (the City) agrees to acquire and/or make available to ODOT, in accordance with current State and Federal regulations, all necessary right-of-way required for the described Project. The LPA (the City) also understands that right-of-way costs include eligible utility costs. The LPA (the City) agrees to be responsible for all utility accommodation, relocation, and reimbursement and agrees that all such accommodations, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION 5. Maintenance.

Upon completion of the described Project, and unless otherwise agreed, the LPA (the City) shall:

1. Provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116;
2. Provide ample financial provisions, as necessary, for the maintenance of the described Project;
3. Maintain the right-of-way, keeping it free of obstructions;
4. Hold said right-of-way inviolate for public highway purposes

SECTION 6. Consultants and Authority to Sign.

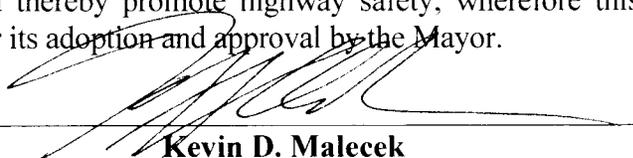
The Mayor of said City is hereby empowered on behalf of the City to enter into contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project and to enter into contracts with the Director of Transportation necessary to complete the above described project. Upon the request of ODOT, the Mayor is also empowered to assign all rights, title, and interests of the City to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

The LPA (the City) agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and the administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

SECTION 7. 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 8. This Ordinance constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Willoughby Hills, insofar as it provides for the usual daily operation of a municipal department and further reason to comply with the Ohio Department of Transportation's request that the legislation be enacted as soon as possible to expedite the highway project and thereby promote highway safety; wherefore this Ordinance shall be in full force and effect from and after its adoption and approval by the Mayor.

PASSED: November 2, 2009



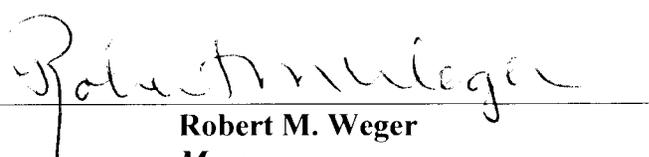
Kevin D. Malecek
President of Council

Submitted to the Mayor for his approval on this 3rd day of November, 2009

Approved by the Mayor
November 2, 2009

ATTEST:


Victoria Ann Savage, CMC
Clerk of Council



Robert M. Weger
Mayor

ORDINANCE NO. 2009-68

I, Victoria Ann Savage, Clerk of Council for the City of Willoughby Hills, Lake County, Ohio do hereby certify that the foregoing **Ordinance No. 2009-68** was duly and regularly passed by the Council of the City of Willoughby Hills, Lake County, Ohio at a meeting held on **November 2, 2009**.

That this legislation was posted according to law and duly advertised pursuant to Ordinance No.2003-19 in the **Lake County News-Herald** on **November 11, 2009**. Effective date of Legislation: **November 2, 2009**.

Victoria Ann Savage, CMC
Clerk of Council