



ORDINANCE 2021-23

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF POWELL TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE STATE ROUTE 750 RESURFACING AND SEWER REPLACEMENT PROJECT (DEL-750-2.17, PID 110618).

WHEREAS, the State has identified the need for an urban paving project along SR-750 that includes resurfacing, storm sewer replacement, and curb ramp work along with other associated work within the City of Powell, hereinafter referred to as the Local Public Agency ("LPA").

NOW THEREFORE BE IT ORDAINED BY THE CITY OF POWELL, DELAWARE COUNTY, OHIO AS FOLLOWS:

Section 1: Consent Statement. Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

Section 2: Cooperation Statement. The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The LPA agrees to participate in 20% of the cost of construction for urban paving surface course and striping and 50% of the storm sewer related construction costs. Furthermore, the LPA agrees to participate in 100% of the cost of construction of the curb ramp work, partial depth pavement repairs, and paving of parking areas.

The LPA further 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.

The LPA further agrees that change orders and extra work contracts required to fulfill 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.

The LPA further agrees to pay One Hundred Percent (100%) of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act.

Section 3: Maintenance. Upon completion of the described Project, and unless otherwise agreed, the LPA 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; and (4) hold said right-of-way inviolate for public highway purposes.

Section 4: Authority to Sign. The City Manager of said City of Powell is hereby empowered on behalf of the City of Powell 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 City Manager is also empowered to assign all rights, title, and interests of the City of Powell 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.

City Council
Frank Bertone, Mayor

Jon C. Bennehoof

Tom Counts

Heather Karr

Brian Lorenz

Melissa Riggins

Daniel Swartwout

The LPA 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 contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services 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.

VOTE ON ORDINANCE 2021-23: Y 7 N 0

 10/12/2021
Frank Bertone Date
Mayor

 10-7-2021
Andy White Date
City Manger

EFFECTIVE DATE: 11-05-2021

This legislation has been posted in accordance with the City Charter on this date 10-07-2021


CERTIFICATE OF COPY
STATE OF OHIO

City of Powell of Delaware County, Ohio, Andrew D. White, as City Manager of the City of Powell of Delaware County, Ohio, do hereby certify that the forgoing is a true and correct copy of Ordinance 2021-23 adopted by the legislative Authority of the said City of Powell on the 5th day of October, 2021, that the publication of such has been made and certified of record according to law; that no proceedings looking to a referendum upon such have been taken; and that such Ordinance 2021-23 and certificate of publication thereof are of record in accordance to the Charter.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this 13th day of October, 2021.



NANCY H. STANFIELD
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
05-28-2024

Nancy H. Stanfield
Notary

The foregoing is accepted as a basis for proceeding with the project herein described.
For the City of Powell of Delaware County, Ohio

Attest: [Signature], Andrew D. White Date 10-13-21
City Manager

For the State of Ohio

Attest: _____ Date _____
Director, Ohio Department of Transportation

09-28-2024
Comm. Expires
STATE OF OHIO
NOTARY PUBLIC
NANCY A. STANFILL

