

PRELIMINARY LEGISLATION

AN ORDINANCE AUTHORIZING ^{Preliminary Participatory} PAYMENT TO THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE CITY OF CLYDE'S SHARE OF PROJECT COSTS FOR PAVEMENT UPGRADE ON SR-101 FROM US 20 WITHIN CITY CORPORATION LIMITS. **PID No. 92369**
County/Route/Section SAN-101-3.88

The following is an ordinance enacted by the City of Clyde, Sandusky, County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the STATE and the LPA have identified the need for the described project:

State Route SR-101 from US-20 to Ohio Turnpike, portion of which is within the LPA corporation limits.

Upgrade existing facility by performing necessary pavement repairs; providing full width pavement overlay; and performing necessary related work.

NOW THEREFORE, be it ordained by the City of Clyde, Ohio.
(LPA)

SECTION II - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

- 1) The LPA will contribute 20% of the cost of the Urban Paving Program portions of the above described project which are located within the corporation limits of the LPA.
- 2) The LPA will assume and bear one hundred percent (100%) of the total cost of all items located within the corporation limits of the LPA which are not eligible for Urban Paving Program funding, including, but not limited to, full depth pavement repairs, curbs, curb ramps (ADA compliant), and sidewalks.
- 3) The LPA will assume and bear one hundred percent (100%) of the total cost of any features requested by the LPA which are not necessary for the project as determined by the State and/or the Federal Highway Administration.
- 4) The LPA agrees, upon completion of the project, to own and maintain all those portions of the project under its jurisdiction.
- 5) The State agrees to be the lead agency and to administer the construction phase of the project.
- 6) The State will be responsible for its own preliminary engineering and associated review costs.

SECTION IV - Utilities and Right-of-Way Statement

The LPA agrees that all existing street and public way right-of-way within the jurisdiction of the LPA which is necessary for the described project shall be made available therefor. The LPA further agrees that any right-of-way acquired by said LPA on behalf of the described project shall be acquired and/or made available in accordance with current State and Federal regulations.

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.

SECTION V - Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: 1) provide adequate maintenance for the Project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C., Section 116; 2) provide ample financial provisions, as necessary, for the maintenance of the 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 VI - Authority to Sign

The City Manager of said City is hereby empowered on
(Contractual Agent) (LPA)
behalf of the City to enter into contracts with the Director of
(LPA)
Transportation necessary to complete the above described project.

Passed: 5-19, 2015
(Date)


G. Scott Black, Mayor

Attested: Janet R. Dickman
(Clerk) OF COUNCIL

APPROVED AS TO FORM:


Zachary J. Selvey, Solicitor