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3 CITY OF CUYAHOGA FALLS, OHIO

4
5 ORDINANCE NO. 79 - 2012
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7 AN ORDINANCE AUTHORIZING THE DIRECTOR OF
8 PUBLIC SERVICE TO COOPERATE WITH THE
9 DIRECTOR OF THE OHIO DEPARTMENT OF
10 TRANSPORTATION IN THE IMPROVEMENT OF HOWE
11 AVENUE FROM MAIN STREET TO BUCHHOLZER
12 BOULEVARD; TO ENTER INTO A CONTRACT OR
13 CONTRACTS WITH THE STATE OF OHIO FOR THE
14 PURPOSE OF CONTRIBUTING THE CITY'S SHARE OF
15 THE COSTS THEREFOR, TO ENTER INTO A CONTRACT
16 OR CONTRACTS, ACCORDING TO LAW, FOR RELATED
17 PRELIMINARY DESIGN ENGINEERING SERVICES, AND
18 DECLARING AN EMERGENCY.
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20 WHEREAS, the State of Ohio has identified the need for and proposes the
21 improvement of Howe Avenue from Main Street to Buchholzer Boulevard, in the City
22 of Cuyahoga Falls, identified by the Dept. of Transportation ("ODOT") as project PID
23 No. 93819, SUM-Howe Avenue [CR602], which project shall include the removal of
24 pavement, signage, light poles, and storm sewers as needed to reconstruct the
25 roadway,
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27 NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Cuyahoga
28 Falls, County of Summit and State of Ohio, that:
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30 Section 1. The Director of Public Service is hereby authorized to cooperate with
31 the Director of Transportation of the State of Ohio in the improvement of Howe
32 Avenue between Main Street and Buchholzer Boulevard, in the City of Cuyahoga
33 Falls, as specified in the plans and specifications developed and associated with
34 project PID No. 93819, SUM-Howe Avenue [CR602].
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36 Section 2. The Director of Public Service is authorized to enter into contract with
37 the State of Ohio providing for payment by the City of the agreed portion of the cost
38 of the project, which contract may, at the Director's discretion, contain terms and
39 conditions reflecting the following:
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- 41 A. The City will participate in the cost of eligible right-of-way and
42 construction activities at a minimum of twenty percent (20%) of
43 total cost. Any costs above the fund manager's stated federal
44 maximums will be the responsibility of the City. This includes the
45 construction contract and construction engineering.
- 46 B. The City will further agree to pay One Hundred Percent (100%) of
47 the cost of those features requested by the City which are

determined by the State and Federal Highway Administration to be unnecessary for the Project.

- C. The City will agree 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 City will agree to be responsible for all utility accommodations, relocation, and reimbursement and will agree that all such accommodations, relocation and reimbursements shall comply with the current provisions of 23 CFR Chapter 645 and the ODOT Utilities Manual.
- D. Upon completion of the described project, and unless otherwise agreed upon, the City will agree to: (1) provide adequate maintenance for the 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 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.
- E. The City will agree that if Federal Funds are used to pay the cost of any consultant contract, the City shall comply with 23 CFR §172 in the selection of its consultant and the administration of the consulting contract. Further, the City will agree to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consulting contracts. The City will agree to require, in 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 City will agree 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 3. The Director of Public Service is authorized to enter into a contract or contracts, according to law, with ODOT pre-qualified consultants for the preliminary engineering phase of the Project and to enter into contracts with the State of Ohio, Director of Transportation necessary to complete the above described project. Upon the request of ODOT, the Director of Public Service may assign all rights, title, and interests of the City of Cuyahoga Falls 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 in law or equity.

Section 4. The Clerk of Council is hereby directed to transmit to the Director of Transportation a certified copy of this Ordinance.

Section 5. Any other ordinances or resolutions or portions of ordinances and resolutions inconsistent herewith are hereby repealed, but any ordinances and

95 resolutions not inconsistent herewith and which have not previously been repealed
96 are hereby ratified and confirmed.

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98 Section 6. It is found and determined that all formal actions of this Council
99 concerning and relating to the adoption of this ordinance were adopted in an open
100 meeting of this Council, and that all deliberations of this Council and of any of its
101 committees that resulted in such formal action, were in meetings open to the public,
102 in compliance with all legal requirements, to the extent applicable, including Chapter
103 107 of the Codified Ordinances.

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105 Section 7. This ordinance is hereby declared to be an emergency measure
106 necessary for the preservation of the public peace, health, safety, convenience and
107 welfare of the City of Cuyahoga Falls and the inhabitants thereof, for the reason that
108 it is immediately necessary to permit timely and appropriate development of this
109 property, and provided it receives the affirmative vote of two thirds of the members
110 elected or appointed to Council, it shall take effect and be in force immediately upon
111 its passage and approval by the Mayor; otherwise it shall take effect and be in force
112 at the earliest period allowed by law.

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115 Passed: 9-24-12

Mark Masry
President of Council

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Cathleen J. Meacham
Clerk of Council

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123 Approved: 9/26/12

D. Robert
Mayor

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125 9/10/12
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