

**PRELIMINARY LEGISLATION**

<b>Ordinance#</b>	<u>09-20</u>
<b>PID No.</b>	<u>104780</u>
<b>CRS</b>	<u>LIC-US 40-14.90</u>
<b>Agreement #</b>	<u>34498</u>

**AN ORDINANCE ENACTED BY THE VILLAGE OF HEBRON OF LICKING COUNTY, OHIO, HEREINAFTER REFERRED TO AS THE LOCAL PUBLIC AGENCY (LPA), IN THE MATTER OF THE STATED DESCRIBED PROJECT TO REPLACE THE UNDERSIZED CULVERT ALONG US 40, AND DECLARING AN EMERGENCY.**

**SECTION I - Project Description**

WHEREAS, the STATE has identified the need for the described project:

Joint LCATS/Village of Hebron project to replace the undersized culvert along US 40 at SLM 14.998 (0.04 miles east of Lakewood Drive intersection). Additionally, the Village has been awarded Transportation Alternative Funding to replace existing sidewalks with ADA compliant walks that would be clear of the water channel.

NOW THEREFORE, be it ordained by the *Village of Hebron* of Licking County, 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 as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

**SECTION III - Cooperation Statement**

The LPA shall cooperate with the Director of Transportation in the development and construction of the above described project and shall enter into an LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project.

*The LPA agrees to hold the contracts for Preliminary Engineering (PE), detailed Design (DD), and participate in the cost of these contracts by providing 20% matching funds against the funds provided by the Licking County Area Transportation System (LCATS). Additionally, the LPA will participate in the Right of Way Phase as established in the Real Estate Agreement. ODOT will oversee the Construction Phase which will be paid for by using 80% LCATS Funding with a 20% LPA match and 95% Transportation Alternatives with a 5% LPA match for qualifying Alternatives costs. Any additional costs above the funding CAP's are 100% the responsibility of the LPA.*

*For a break out of costs by Phase, please refer to the Agreement 34498, Attachment 1.*

*The LPA further agrees to pay 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 100% of the cost above secured Transportation Alternative funding to install and/or repair curb ramps at all necessary intersections to ensure compliance with the American Disabilities Act.*

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 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.

#### SECTION IV-Authority to Sign

The LPA authorizes the Mayor of said Village of Hebron to enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon request of ODOT, the Mayor is also empowered to execute any appropriate documents to affect the assignment of all rights, title, and interests of the Village of Hebron Council 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.

#### SECTION V - Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.

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 VI - 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, 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 VII-Emergency measure

Ordinance 09-20 is hereby declared to be an emergency measure to expedite the highway project to promote highway safety. Following appropriate legislative action, as an emergency measure, it shall take effect and be in force immediately upon its passage and approval.

Passed this 22<sup>nd</sup> day of July, 2020

Attested: \_\_\_\_ (on file) \_\_\_\_\_      \_\_\_\_ (on file) \_\_\_\_\_  
James Layton , Mayor      Deborah Morgan, Fiscal Officer

Attested: \_\_\_\_ (on file) \_\_\_\_\_      \_\_\_\_ (on file) \_\_\_\_\_  
Wesley K. Untied, Solicitor      Annelle Porter, President of Council

CERTIFICATE OF COPY  
STATE OF OHIO

The Village of Hebron, Ohio of Licking County, Ohio

I, Deborah Morgan, as Fiscal Officer of the Village of Hebron of Licking County, Ohio, do hereby certify that the foregoing is a true and correct copy of Ordinance 09-20 adopted by the legislative Authority of the said Village of Hebron on the 22<sup>nd</sup> day of July, 2020, that the publication of such Ordinance 09-20 has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance 09-20 have been taken; and that such Ordinance 09-20 and certificate of publication thereof are of record in 2020 Ordinance Book.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this 22nd day of July, 2020.

\_\_\_\_\_(on file)\_\_\_\_\_  
Deborah Morgan, Fiscal Officer  
Village of Hebron of Licking County, Ohio

\*\*\*\*\*

For the State of Ohio

Attest: \_\_\_\_\_  
Director, Ohio Department of Transportation                      Date