



## Legislation Details (With Text)

**File #:** ORD. 15-001    **Version:** 1    **Name:** ODOT Contract for US-33 Resurfacing  
**Type:** Ordinance    **Status:** Adopted  
**File created:** 1/5/2015    **In control:** City Council  
**On agenda:** 1/12/2015    **Final action:** 2/9/2015  
**Title:** AN ORDINANCE ENACTED BY THE CITY OF GROVEPORT, FRANKLIN COUNTY, OHIO, HEREINAFTER REFERRED TO AS THE LOCAL PUBLIC AGENCY (LPA), IN THE MATTER OF THE STATED DESCRIBED PROJECT  
**Sponsors:** Shawn M. Cleary  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
2/9/2015	1	City Council	adopt	Pass
1/26/2015	1	City Council	read by title	
1/20/2015	1	Committee of the Whole	recommend approval	Pass
1/12/2015	1	City Council	referred	

AN ORDINANCE ENACTED BY THE CITY OF GROVEPORT, FRANKLIN COUNTY, OHIO, HEREINAFTER REFERRED TO AS THE LOCAL PUBLIC AGENCY (LPA), IN THE MATTER OF THE STATED DESCRIBED PROJECT

**WHEREAS**, the STATE has identified the need for the following project:

Resurface pavement on US-33 from SR-317 to Fairfield County Line. Includes deck overlay on structures over Blacklick Creek.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GROVEPORT, FRANKLIN COUNTY, OHIO, A MAJORITY OF ITS MEMBERS CONCURRING:**

**Section 1:** That it being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

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

The LPA hereby agrees to cooperate with the Director of Transportation of the State of Ohio in the planning, design and construction of the identified highway improvement project and grants consent to the Ohio Department of Transportation for its development and construction of the project in accordance with plans, specifications and estimates as approved by the Director;

ODOT agrees to assume and bear one hundred percent (100%) of the costs of preliminary engineering, right-of-way, and construction.

The LPA agrees to assume and bear one hundred percent (100%) of the total cost of those features requested by the LPA which are not necessary for the improvement as determined by the State and Federal Highway

Administration.

**Section 3:** 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. Right-of-way costs include eligible utility costs. The LPA 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 4:** 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 resources, 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 5:** The City Administrator of said LPA is hereby empowered on behalf of the City of Groveport to enter into contracts with the Director of Transportation necessary to complete the above described project.

Passed: \_\_\_\_\_, 2015  
(Date)

Attested: \_\_\_\_\_  
(Clerk)

(Mayor)

Attested: \_\_\_\_\_  
(Title)

(President of Council)

**Section 6:** That for the reasons stated in the preamble hereto which are made a part hereof, this Ordinance shall take effect and be in full force from and after the earliest period allowed by law.

\_\_\_\_\_  
Lance Westcamp, Mayor

\_\_\_\_\_  
Ruthanne Sargus Ross, Clerk of Council

Approved as to form:

\_\_\_\_\_  
Kevin C. Shannon, Law Director