

**ORDINANCE NO. 115-20**

**AN ORDINANCE DECLARING THE INTENTION OF THE CITY OF AVON  
TO PARTICIPATE IN A PAVEMENT RESURFACING PROJECT ALONG  
CERTAIN SECTIONS OF MOORE ROAD IN CONJUNCTION WITH THE  
OHIO DEPARTMENT OF TRANSPORTATION (ODOT)  
AND DECLARING AN EMERGENCY**

**WHEREAS**, the Ohio Department of Transportation (ODOT) has determined the pavement surface conditions along a section of Moore Road from Chester Road northward to the Avon Lake municipal boundary within the City of Avon has degraded to a point that the resurfacing of the asphalt roadway is warranted; and

**WHEREAS**, the City of Avon and ODOT were granted up to Four Hundred Twenty Seven Thousand Seven Hundred Forty Three and 00/100 (\$427,743) of Federal Highway Administration (FHWA) dollars by the Northeast Ohio Areawide Coordinating Agency to put towards eighty percent (80%) of the construction costs of the planned project; and

**WHEREAS**, the City Engineer has estimated the total project cost of the project to be Seven Hundred Thirty nine Thousand Six Hundred Thirty-five and 00/100 (\$739,635.00) Dollars; and

**WHEREAS**, ODOT has established a planned project sale date of March 10, 2022;  
and

**WHEREAS**, the City of Avon will be responsible for all engineering, right-of-way acquisition, utility relocations, Americans with Disabilities Act features and a portion of the construction costs associated with the project; and

**WHEREAS**, at this time the Ohio Department of Transportation has requested Avon City Council grant its consent for and agree to participate in the Moore Road Pavement Resurfacing Project allowing said work to be completed in accordance with the conditions set forth in Section 2 herein; and

**WHEREAS**, the Moore Road Resurfacing Project will consist of: Removal via planing off the asphalt surface course, base repairs where warranted, placement of a new asphalt surface course, replacement of pavement markings and upgrades to deficient curb ramp installations at intersections; and

**WHEREAS**, Council has determined that it is in the best interests of the health, safety and welfare of the citizens of Avon to agree to participate in and consent to the Director of the Ohio Department of Transportation completing the Moore Road Pavement Resurfacing Project, known as LOR-CR 78-0.00 PID No. 111590, within the municipality.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVON, COUNTY OF LORAIN AND STATE OF OHIO:**

Section 1 – That the City of Avon does hereby agree to participate in and gives consent to the Director of Ohio Department of Transportation (ODOT) to move forward with the above noted improvements.

Section 2 – The City of Avon shall cooperate with the Director of Transportation in the above-described project as follows:

- 1) *Being in the public interest, the City of Avon gives consent to the State of Ohio Director of Transportation to complete the above described project as detailed herein.*
- 2) *Avon agrees to assume and bear one hundred percent (100%) of the preliminary engineering costs, and environmental studies costs. Avon further agrees that if Federal Funds are used to pay the cost of any consultant contract to be let by Avon, Avon shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Avon also agrees 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.*
- 3) *ODOT agrees to assume and bear eighty percent (80%) of the roadway construction costs up to a Federal maximum amount of Four Hundred, Twenty-seven Thousand, Seven Hundred, Forty-three Dollars (\$427,743.00);*
- 4) *The City agrees to assume and bear twenty percent (20%) of the roadway construction costs up to the Federal maximum amount as well as 100% of construction costs over the Federal maximum amount;*
- 5) *ODOT and the City agree that the following roadway construction items are eligible for eighty percent (80%) ODOT/twenty percent (20%) City funding: Pavement planing, asphalt overlay, treatment of shoulder, height adjustment to existing guardrail, pavement markings, temporary and fast dry, adjustments to catch basins, manholes, valve boxes, etc., mailbox supports & approaches, and work zone signs.*
- 6) *The LPA (Avon) 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 (ADA).*
- 7) *The City further agrees to pay One Hundred Percent (100%) of the cost of the following construction items: Pavement repair partial & full depth, curbs, ADA curb ramps, sidewalks, city owned signs, guardrail replacement of deficient existing & required new locations, portable changeable message signs, and those items requested by the City which are determined to be unnecessary by the State or Federal Highway Administration for the intent of this project.*

- 8) *A preliminary cost estimate for the city's share of this project is Three Hundred, Eleven Thousand, Eight Hundred Ninety-two (\$311,892.00) Dollars consisting of One Hundred Ninety Thousand, Nine Hundred, Ninety-two (\$190,992.00) Dollars for construction costs, Fifty-nine Thousand, One Hundred (\$59,100.00) Dollars for design engineering and Sixty-one Thousand, Eight Hundred (\$61,800.00) Dollars for construction engineering (inspection).*
- 9) *The City of Avon agrees to provide adequate maintenance for the described Project in accordance with all applicable state and federal law.*
- 10) *The City of Avon agrees to provide ample financial provisions, as necessary, for the maintenance of the described project.*
- 11) *The City of Avon agrees to maintain the right-of-way, keeping it free of obstructions; and hold said right-of- way inviolate for public highway purposes.*
- 12) *If city owned utilities, within a corporation limit or in a private easement outside corporation limits, need to be relocated due to this ODOT project, the city will not be reimbursed for any relocation work; ODOT will perform the coordination, relocation, and reimbursement which shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.*
- 13) *If other public and private utilities need to be relocated due to this ODOT project they will not be reimbursed for the relocation, with exceptions due to an easement, etc.*
- 14) *The City of Avon 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 City. The City of Avon shall contribute its share of the cost of these items in accordance with other sections herein.*
- 15) *The City of Avon hereby authorizes the City of Avon Mayor to enter into and execute contracts with the Director of Transportation as necessary to complete the above-described project, including, but not limited to an LPA-Federal ODOT-Let Project Agreement; and to execute contracts with ODOT pre-qualified consultants for the engineering services related to the Project.*
- 16) *Upon request of ODOT, the City of Avon Mayor is also empowered to execute any appropriate documents to affect the assignment of all rights, title, and interests of the City of Avon 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.*

*17) The City of Avon agrees to provide 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, which will be acquired at One Hundred percent 100% of costs to be paid by the City of Avon. The City of Avon also understands that right-of-way costs include eligible utility costs.*

*18) The City of Avon agrees to provide that all utility accommodation, relocation and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.*

*19) Upon completion of the Project, and unless otherwise agreed, the City of Avon 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 3 – That it is found and determined that all formal actions of the Council of the City of Avon concerning and relating to the adoption of this Ordinance were taken in an open meeting of the Council of the City of Avon and that all deliberations of this City's Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4 – That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of the City of Avon, the immediate emergency being the necessity to consent to the resurfacing of a portion of Moore Road, LOR-CR 78-0.00 PID No. 111590, to the extent described herein and in a timeline established by ODOT; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: \_\_\_\_\_ DATE SIGNED: \_\_\_\_\_

By: \_\_\_\_\_  
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR: \_\_\_\_\_

\_\_\_\_\_  
Bryan K. Jensen, Mayor

Ordinance No. 115-20 (Con't)

APPROVED AS TO FORM:

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John A. Gasior, Law Director

ATTEST:

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Barbara Brooks  
Clerk of Council

Posted: \_\_\_\_\_  
In Five Places, as  
Provided by Council

Prepared By:  
John A. Gasior, Esq.  
Law Director