

January 12, 2023

SERVICE COMMITTEE

January 17, 2023

*Committee and Council Meetings can be viewed by accessing YouTube or Facebook
Following Finance Committee*

Council Chambers

AGENDA

1. Consider **Resolution No. 23-09** THE PROJECT CONSISTS OF REPLACING BRIDGE NO. LIC-CR804-0173 (SFN 4560078) LOCATED ON WEST CHURCH STREET (C.R. 804) OVER RACCOON CREEK, INCLUDING APPROACH WORK, RESSURFACING, CURB, SIDEWALK, CURB RAMPS, STORM SEWER RELOCATIONS, AND PAVEMENT MARKINGS, LYING WITHIN THE CITY OF NEWARK
2. Consider **Resolution No. 23-11** A RESOLUTION APPROVING THE RENEWAL APPLICATION FOR PLACEMENT OF FARMLAND IN AN AGRICULTURAL DISTRICT AND DECLARING AN EMERGENCY
3. Other items at the discretion of the chair

City of Newark
Division of Engineering

MEMORANDUM

TO : Service Committee

FROM: Brian Morehead, City Engineer

DATE : 9 January 2023

RE : Committee Agenda – ODOT Legislation

Please allow time on your next agenda to discuss submitting legislation to Council for the following projects:

1. **Final Legislation** cooperating with the Ohio Department of Transportation (ODOT) in carrying out the LIC-CR804-0173 – PID 109321 West Church Street Bridge replacement project, which is the construction of a new bridge on West Church Street at North Williams St, just west of the YMCA. This work will be contracted as an ODOT project, due to the funding sources.

The City has ODOT Municipal Bridge funds (\$1,250,000), LCATS STP funds (\$1,170,000), an OPWC Grant (\$500,000) and OPWC loan (up to \$1,850,000) as funding sources on the project.

The project is planned to begin in late 2023 construction season, with West Church Street closing in January 2024.

I have added the Emergency Clause to this legislation, as ODOT requires the approved resolution back to them by 2/10/2023, with bidding on 2/23/2023.

Please let me know if you have any further questions before the meeting.

cc: David Rhodes, Service Director
City Engineer
File 201827

BY: _____

Resolution No. 23-09

(Resolution No. 20-76 – Preliminary Legislation)

PID No. 109321

FINAL RESOLUTION

The following Final Resolution enacted by the City of **Newark**, hereinafter referred to as the Legislative Authority or Local Public Agency (LPA), in the matter of the stated described project.

WHEREAS, on the **19th day of October, 2020**, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of replacing Bridge No. LIC-CR804-0173 (SFN 4560078) located on West Church Street (C.R. 804) over Raccoon Creek, including approach work, resurfacing, curb, sidewalk, curb ramps, storm sewer relocations, and pavement markings, lying within the City of Newark; and

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

The City agrees to assume and bear one Hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.

In view of the fact that the LPA's share of the project is now estimated in the amount of **One Million Nine Hundred Forty-Seven Thousand Seven Hundred Forty-One and - - - 00/100 Dollars, (\$1,947,741.00) LESS OPWC in the amount of One Million Nine Hundred Forty-Seven Thousand Seven Hundred Forty-One and - - - 00/100 Dollars, (\$1,947,741.00) leaving a balance of Zero and - - - 00/100 Dollars, (\$0.00)**, therefore, the City will not be required to deposit any funds at this time. The LPA's ultimate share of the cost will be determined when final actual costs and allocations are determined.

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of same to this legislative authority; and

WHEREAS, This legislative authority desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be It resolved:

- I. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.

II. That the LPA enter into a contract with the State, and that the **Service Director** be, and is hereby authorized to execute said contract for improving the described project.

III. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

IV. This Resolution is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the _____ day of _____, 20____, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume _____, at Page _____, and under date of _____, 20_____.

Legislative Authority of the
City of **Newark**

Service Director

SEAL
(If Applicable)

Adopted the _____ day of _____, 20_____.

President of Council

Attest: _____
Clerk of Council

Date Filed with Mayor: _____

Date Approved by Mayor: _____

Mayor

Form Approved By: _____
Law Director

Prepared by ODOT and the Clerk of Council.

C O N T R A C T
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the City of **Newark**, (hereinafter referred to as the Legislative Authority or Local Public Agency (LPA).

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment (if applicable) of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: **RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: **PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: **LEGAL REFERENCES**

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of replacing Bridge No. LIC-CR804-0173 (SFN 4560078) located on West Church Street (C.R. 804) over Raccoon Creek, including approach work, resurfacing, curb, sidewalk, curb ramps, storm sewer relocations, and pavement markings, lying within the City of Newark.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed (if applicable) by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. In view of the fact that the LPA's share of the project is now estimated in the amount of **One Million Nine Hundred Forty-Seven Thousand Seven Hundred Forty-One and - - - - 00/100 Dollars, (\$1,947,741.00) LESS OPWC in the amount of One Million Nine Hundred Forty-Seven Thousand Seven Hundred Forty-One and - - - - 00/100 Dollars, (\$1,947,741.00) leaving a balance of Zero and - - - - 00/100 Dollars, (\$0.00)**, therefore, the City will not be required to deposit any funds at this time. The LPA's ultimate share of the cost will be determined when final actual costs and allocations are determined.
5. **The City agrees to assume and bear one Hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
7. The LPA agrees that change orders and extra work contracts required fulfilling 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.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. 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.
2. 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, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;

- B. To maintain for the PROJECT in accordance with the provisions of the statutes relating thereto, including, but not limited to, Title 23, U.S.C., Section 116;
- C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
- D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
- E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
- F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows

**City of Newark
40 West Main Street
Newark, Ohio
43055**

**Ohio Department of Transportation
Office of Contract Sales & Estimating
1980 West Broad Street, 1st Floor
Columbus, Ohio 43223**

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.

6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XII: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL
(If Applicable)

**OHIO DEPARTMENT OF
TRANSPORTATION**

**LOCAL PUBLIC AGENCY
City of Newark**

Director of Transportation

Service Director

Date

Approved:
Dave Yost
Attorney General of Ohio

By: _____
Corinna Efke
Unit Coordinator, Transportation
Executive Agencies Section

RESOLUTION NO: 23-11

BY _____

RESOLUTION APPROVING THE RENEWAL APPLICATION FOR PLACEMENT OF FARMLAND IN AN AGRICULTURAL DISTRICT AND DECLARING AN EMERGENCY

WHEREAS, the City of Newark, Ohio is a municipal corporation duly authorized and operating under the Newark City Charter and the laws of the State of Ohio; and,

WHEREAS, Gale L. and Ruth E. Amacher, et al., are the owners of real property located at 2550 River Road, Granville, Ohio, being known as parcel number 056-043506-00.000, all or a portion of which is situated within the boundaries of the City of Newark, Ohio; and,

WHEREAS, Gale L. Amacher, has submitted a renewal application with the Licking County Auditor's Office for continued placement of such property in an agricultural district; and,

WHEREAS, Ohio Revised Code § 929.02 requires a legislative body of a municipal corporation to conduct a public hearing on applications for placement of farmland in an agricultural district or renewals of said applications within 30 days of said applications receipt when such land is located within a municipal corporation's boundaries and to take action upon such application within seven (7) days thereafter; and,

WHEREAS, the Clerk of the City of Newark's legislative body, the Newark City Council, has received application for placement of farmland in an agricultural district on January 10, 2023, and a public hearing on such renewal application shall be conducted on _____, 2023.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NEWARK, COUNTY OF LICKING AND STATE OF OHIO, THAT:

Section One: The Newark City Council has considered Gale L. Amacher's renewal application for placement of farmland in an agricultural district attached hereto and finds it to be satisfactory and hereby approves the same.

Section Two: The Clerk of the Newark City Council is hereby directed to timely submit notification of this action to all necessary parties as required by Ohio Revised Code § 929.02.

Section Three: This Resolution shall take effect immediately as an emergency pursuant to Newark City Charter Article 4.07.

Passed this _____ day of _____, 2023.

PRESIDENT

ATTEST: _____
CLERK OF COUNCIL

DATE FILED WITH MAYOR: _____

DATE APPROVED BY MAYOR: _____

MAYOR

Approved as to Form:



Director of Law

Prepared by the Law Director's Office