



City of Gahanna

200 South Hamilton
Road
Gahanna, Ohio 43230

Signature

Ordinance: ORD-0017-2025

File Number: ORD-0017-2025

AN ORDINANCE TO AMEND ORDINANCE 0058-2024 AND TO AUTHORIZE THE MAYOR TO PROVIDE CONSENT AND ENTER PARTICIPATORY AGREEMENTS, ANY NECESSARY AMENDMENTS WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR BRIDGE REPLACEMENT ON WYNNE RIDGE COURT, AND AN LPA CONTRACT IN THE FORM ATTACHED HERETO AS EXHIBIT A; AND WAIVING SECOND READING

The following Ordinance is enacted by the City of Gahanna, Ohio, also referred to as the City or the Legislative Authority/Local Public Agency ("LPA") in the matter of the within described project:

WHEREAS, City Council passed Ordinance 0058-2024 on October 7, 2024, consenting to ODOT completing a certain project and pledging its commitment to participate financially with the Ohio Department of Transportation (ODOT) for the described project:

The project consists of replacing the Wynne Ridge Court bridge over Beem Ditch (Bridge No. FRA-WYNNE-0137, SFN 2576244), including pavement, guardrail, drainage, water work, and lighting, lying within the City of Gahanna; and

WHEREAS, the City agreed to be responsible for five percent (5%) of the project cost, plus 100 percent (100%) of anything over the project cap of \$1.8 million; and

WHEREAS, the total cost for the project is now estimated to be \$2,021,052.63, with a project cap of \$1,920,000.00; 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, which amounts to five percent (5%) of the estimated project cost as provided above.

WHEREAS, the share of cost of the City is now estimated in the amount of One Hundred Thousand Five Hundred Eighty and 00/100 Dollars (\$100,580.00), but said estimated amount is to be adjusted in order that the City's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, funding has been appropriated as part of the 2025 Capital Budget request; and

WHEREAS, the Ohio 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 the same to this legislative authority; and

WHEREAS, the City desires the Ohio Director of Transportation to proceed with the aforementioned highway improvement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GAHANNA, COUNTY OF FRANKLIN, STATE OF OHIO:

Section 1. That the City hereby requests the Ohio Director of Transportation to proceed with the aforesaid highway improvement.

Section 2. That ORD-0058-2024 is hereby amended to authorize the Mayor to provide consent and enter into participatory agreements and any necessary amendments, including the attached Exhibit B, with ODOT for the Wynne Ridge Court bridge replacement (FRA-Wynne Ridge Court; PID 116417) as aforesaid; and to execute an LPA Contract with the State, providing for the payment of the sum of money set forth herein for construction of the above-described improvement, attached hereto as Exhibit A.

Section 3. That the estimated sum, of **One Hundred Thousand Five Hundred Eighty and - - - 00/100 Dollars, (\$100,580.00)** has been or is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay this cost and expense of said improvement which sum is the heretofore agreed share of the cost and expense over and above the amount to be paid from **Federal** funds at a rate of five percent (5%) of the total currently estimated cost.

Section 4. That the City transmit to the Ohio Director of Transportation a fully executed copy of this Ordinance.

Section 5. That the second reading is hereby waived.

Section 6. That this Ordinance for authorization and execution of a construction contract, pursuant to Charter Section 4.14, shall be in full force and effect after passage by this Council and upon signature of approval by the Mayor.

At a regular meeting of the City Council on April 21, 2025, a motion was made by Schnetzger, seconded by Weaver, to waive the second reading of this Ordinance. The vote was as follows:

Ms. Bowers, yes; Ms. Jones, yes; Ms. McGregor, yes; Ms. Padova, yes; Mr. Renner, yes; Mr. Schnetzger, yes; Mr. Weaver, yes.

A motion was made by Schnetzger, seconded by Weaver, that this Ordinance be Adopted. The vote was as follows:

Ms. Bowers, yes; Ms. Jones, yes; Ms. McGregor, yes; Ms. Padova, yes; Mr. Renner, yes; Mr. Schnetzger, yes; Mr. Weaver, yes.

President

Merisa K. Bowers
Merisa K. Bowers

Date

4/21/25

Attest by

Jeremy A. Van Meter
Jeremy A. VanMeter
Clerk of Council

Date

4/22/2025

Approved by the Mayor

Laurie A. Jadwin
Laurie A. Jadwin

Date

4.21.2025

Approved as to Form

PDT
Priya D. Tamlarasan
City Attorney

Date

4/21/25

CERTIFICATE OF COPY

This is to certify that we have compared the foregoing copy of Ordinance No. 0017-2025 with the original record thereof, found in the record of the proceedings of the LPA, and which Ordinance was duly passed by the LPA on the 21 day of April, 2025, and that the same is a true and correct copy of the record of said Ordinance and the action of said LPA thereon.

We further certify that said Ordinance and the action of said LPA thereon is recorded in the journal of said LPA in Volume ORD, at Page 0017-2025, and under date of April 21, 2025.



Legislative Authority of the
City of **Gahanna**, Ohio

Laurie A. Goh
Mayor

Jeremy A. Van Meter
Clerk (Secretary Ex-Officio)

CONTRACT

(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 **Gahanna**, (hereinafter referred to as the legislative authority/Local Public Agency or "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, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment 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 the Wynne Ridge Court bridge over Beem Ditch (Bridge No. FRA-WYNNE-0137, SFN 2576244), including pavement, guardrail, drainage, water work, and lighting, lying within the City of Gahanna.

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 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 STATE.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **One Hundred Thousand Five Hundred Eighty and - - - 00/100 Dollars, (\$100,580.00).**
5. **The LPA agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the LPA's limits, less the amount of Federal-Aid funds set aside by the STATE 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 the PROJECT in accordance with the provisions of the statutes relating thereto,
- 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 Gahanna
200 Hamilton Road
Gahanna, Ohio
43230

Ohio Department of Transportation
Office of Contract Sales & Estimating
1980 West Broad Street, MS 4110
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**

E-SIGNED by Nathan Fling
on 2025-05-02 12:02:14 GMT Pamela Boratyn, As Signed By Max JN Fling

Director of Transportation

**LOCAL PUBLIC AGENCY
City of Gahanna**

**Laurie A
Jadwin**

Digitally signed by Laurie A Jadwin
DN: cn=Laurie A Jadwin, o=City of
Gahanna,
email=Laurie.Jadwin@gahanna.gov
Date: 2025.04.24 17:37:33 -0400

Mayor

Date

Approved:
Dave Yost
Attorney General of Ohio

E-SIGNED by Alan Klodell
on 2025-05-01 20:04:36 GMT 2025-05-01 20:04:36

By: _____
Alan H. Klodell
Senior Assistant Attorney General
Executive Agencies Section, Transportation Unit

Amendment One to Agreement Number 39947

**FRA-Wynne Ridge Court
PID Number 116417**

Reference is made to the following section of the above referenced LPA Agreement dated October 28, 2024 to be amended by this document:

3. FUNDING AND PAYMENT

- 3.1 The total cost for the PROJECT is estimated to be \$ 2,021,052.63. ODOT shall provide to the LPA 95 percent of the eligible costs, up to a maximum of \$ 1,920,000 in Federal funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds provided by ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally funded work, and all cost overruns and contractor claims in excess of the maximum(s) indicated in 3.1 above.
- 16.13 *Facsimile Signatures:* 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 or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

The parties agree that execution of the contract will occur in the following approved manner: The City will transmit a color scanned copy of the agreement signed by the City and ODOT will return a color scanned copy to the City that includes signatures by both the City and ODOT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: CITY OF GAHANNA

By: Laurie A Jadwin
Digitally signed by Laurie A Jadwin
DN: cn=Laurie A Jadwin, o=City of
Gahanna
email=Laurie.Jadwin@gahanna.gov
Date: 2025.04.24 17:38:47 -0400

Date: _____

**STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION**

By: E-SIGNED by Anthony Turowski
on 2025-04-25 19:42:43 GMT

**Pam Boratyn
Director**

Date: 2025-04-25 19:42:43