

Ordinance 2004-31
Passed April 20, 2004

AN ORDINANCE AUTHORIZING AN AGREEMENT WITH DELAWARE COUNTY TO SHARE THE COST OF SIGNALIZATION AT THE INTERSECTION OF SAWMILL PARKWAY AND SELDOM SEEN ROAD AND DECLARING AN EMERGENCY.

WHEREAS, it has been determined that a traffic signal is warranted at the intersection of Sawmill Parkway and Seldom Seen Road, and

WHEREAS, such intersection lies within the jurisdiction of both Delaware County and the City of Powell, and

WHEREAS, the City of Powell and Delaware County have expressed a desire to share the cost of installation of such signal.

NOW THEREFORE BE IT ORDAINED BY THE MUNICIPALITY OF POWELL, DELAWARE COUNTY, OHIO AS FOLLOWS:

Section 1: That Council hereby authorizes the City Manager to execute an agreement with Delaware County to share the cost of signalization at the intersection of Sawmill Parkway and Seldom Seen Road, as outlined on the draft agreement which is attached hereto and incorporated herein by reference.

Section 2: That Council hereby finds and determines that an emergency exists requiring the immediate implementation of this legislation, such emergency arising out of the necessity to move forward with the signalization project in order to protect the health and welfare of the residents of the City of Powell and Delaware County.

Section 3: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of the Council and that all deliberations of the Council and any of the decision making bodies of the Municipality of Powell which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the Municipality of Powell, Delaware County, Ohio.

Section 4: That this Ordinance shall take effect immediately upon its adoption.

VOTE ON RULE SUSPENSION: Y 6 N 0

VOTE ON ORDINANCE 2004-31: Y 6 N 0

Dan Wiencek 5/4/04
Dan Wiencek Date
Mayor

Dawn Nauman 5/10/04
Dawn Nauman Date
Clerk of Council



This ordinance or resolution has been posted at
three (3) public places as defined in ordinance 2004-07
dated 3/29/04
on this date 5/14/04

Nauman
Clerk of Council

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY
5708 SOUTH CAMPUS DRIVE
CHICAGO, ILLINOIS 60637

CHICAGO, ILLINOIS

DRAFT

AGREEMENT FOR COST SHARING OF SIGNALIZATION AT THE INTERSECTION OF
SAWMILL PARKWAY AND SELDOM SEEN ROAD.

WHEREAS, portions of the intersection of Sawmill Parkway and Seldom Seen Road in Delaware County are in the jurisdiction of the City of Powell and Delaware County and,

WHEREAS, both jurisdictions have determined that the signalization of the intersection is necessary and warranted and,

WHEREAS, a collective governmental effort will reduce the cost associated with the signalization of the intersection and by reason thereof the City of Powell (Powell) and Delaware County (The County) enter the following agreement:

1. **The Project:** The subject of this agreement is the installation of a traffic control device at the intersection of Sawmill Parkway and Seldom Seen Road and appurtenances and all of the costs associated with such signalization including engineering design, solicitation and advertisement for bids, review and approval of bids, and supervision of installation and the actual construction.

2. **Obligations of the Parties:** The County shall adopt the legislation authorizing the solicitation for bids above; authorizing the City in its behalf to accept the lowest responsive, responsible bid; provide its engineering expertise at no cost to the City if requested, including construction inspection services, cooperate with the City if required in execution of documents accepting the lowest responsive, responsible bid; pay one half of all costs associated with the signalization of the intersection of Sawmill Parkway and Seldom Seen Road within thirty (30) days of request of the City. It is anticipated that the City will request payment in at least two (2) installments after acceptance of the bid.

The City shall be responsible for obtaining engineering design; solicitation and advertisement for bids; acceptance of bids; assisting with supervision of construction of the signalization at the intersection; and generally serving as the lead agency in dealing with third parties regarding issues associated with the project.

Future maintenance of the signal will be the responsibility of the County, with the City and County sharing equally the associated costs of maintenance.

3. **Time for Performance:** The parties anticipate commencement of the work outlined in the project as soon as possible with completion of the work prior to the end of calendar year 2004 subject, however, to obtaining a satisfactory, successful bidder, availability of supplies, acts of God, and other matters beyond control of the parties.

4. **Legislation:** The parties mutually agree to adopt legislation ratifying the terms of this agreement and to provide each other with copies of such legislation. The County represents that such legislation adopting this agreement is the only legislation required of it to allow the City to move forward on the project. If for some reason additional legislation is required by either entity, the parties agree to schedule such special meetings as are necessary in order to facilitate the timely completion of the project.

5. **Warranties:** Warranties delivered by a successful bidder and any manufacturers of products utilized in the construction of the project shall benefit the City and County equally and neither the City nor the County makes any warranties to the other regarding the project.

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6. Exchange of Information: City and County agree to freely exchange information associated with this project so that each party is aware of the status of engineering and design, solicitation and advertisement for bids, and the status of construction. Both the City and County agree to make information available in their respective files on the project available to the other during normal business hours.

This agreement constitutes the entire agreement between the parties and shall become effective upon adoption of legislation ratifying this agreement and there are no representations, either written or oral, upon which either party is relying which are not contained in this agreement.

Dated this _____ day of _____, 2004.

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City of Powell

By: _____
Stephen A. Lutz, City Manager
Adopted Pursuant to Ordinance
Number _____

Delaware County Engineer

By: _____