**ORDINANCE NO. 14-2022**

**CONSENTING TO THE “HAM SIGNS FY2022” PROJECT REQUESTED BY THE OHIO DEPARTMENT OF TRANSPORTATION, AND DECLARING AN EMERGENCY**

**WHEREAS**, the Ohio Department of Transportation (“ODOT”) determined the need for the HAM SIGNS FY2022 project, Project ID No. 101029, Systematic Sign Replacement – General Routes (the “Project”) for the purpose of replacing signs along certain roadways; and

**WHEREAS**, one such roadway is U.S. Route 50 within the Village of Fairfax, Hamilton County, Ohio, (the “Village”); and

**WHEREAS**, ODOT, therefore, requested that the Village consent to the Project as to the applicable portion of U.S. Route 50; and

**WHEREAS,** the Project serves the public peace, health, safety, and general welfare of the Village and its residents; and

**WHEREAS,** the Project will be performed at no direct cost to the Village except in the event described specifically below; and

**WHEREAS,** the Village’s consent is subject to and conditioned upon, and does not change, amend, terminate, or in any way supersede, other agreements between the Village and ODOT or the State of Ohio as to the maintenance of U.S. Route 50 within the Village, including, but not limited to, the agreement between the Village and the State of Ohio set forth in Village Ordinance No. 20-1958 adopted May 28, 1958 and executed by the State of Ohio on June 23, 1958 (the “1958 Agreement”);

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of Fairfax, State of Ohio, that:

**SECTION I:** **Consent Statement.** Being in the public interest, and subject to and conditioned upon the 1958 Agreement, the Village gives consent to ODOT, including the Director of Transportation, to complete the Project as detailed in the Village-ODOT Let Agreement, if applicable.

**SECTION II:** **Cooperation Statement.** The Village shall cooperate with the Director of Transportation in the development and construction of the Project, and shall enter into a Village/Federal/ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct the Project. Neither such Let Project Agreement nor any other agreement authorized by any provision of this Ordinance shall change, amend, terminate, or in any way supersede the 1958 Agreement. The State of Ohio shall assume and bear one hundred percent (100%) of all of the costs of the Project, provided, however, that the Village agrees to pay one hundred percent (100%) of the cost of such features, if any, requested by the Village that the State of Ohio and Federal Highway Administration determine to be unnecessary for the Project.

**SECTION III:** **Authority to Sign.** The Village hereby authorizes its Administrator, Jennifer M. Kaminer, to enter into and execute such contracts with the Director of Transportation as she deems appropriate to develop plans for, and to complete, the Project, and to execute contracts with ODOT’s pre-qualified consultants for the preliminary engineering phase of the Project. Upon request of ODOT, Ms. Kaminer is also authorized to execute any documents she deems appropriate to effect the assignment of all rights, title, and interests of the Village to ODOT arising from any agreement with its consultant 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.

**SECTION IV**: **Utilities and Right-of-Way Statement.** Subject to and conditioned upon the 1958 Agreement and the further allocation of costs specified in Section II above: (A) the Village agrees that all right-of-way required for the Project will be acquired and/or made available in accordance with current State and Federal regulations; (B) the Village understands that right-of-way costs include eligible utility costs; and (C) the Village agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

**SECTION V:** **Maintenance.** To the extent, and only to the extent, consistent with the 1958 Agreement and unless otherwise agreed by the parties to allocate further responsibility to ODOT, the State of Ohio, or a third party, upon completion of the Project the Village 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) make sufficient 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 VI:** This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and general welfare and shall be effective immediately. The reason for said declaration of emergency is the immediate need to allow ODOT to proceed with the Project as scheduled.

Passed this 16th day of May, 2022.

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Mayor

ATTEST:

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Fiscal Officer

**CERTIFICATE**

I hereby certify this to be a true and correct copy of Ordinance No. 14-2022 adopted at a meeting of the Council of the Village of Fairfax on this 16th day of May, 2022.

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Fiscal Officer