ORDINANCE NO.: 2026-67

INTRODUCED BY: CHRIS BELL

FIRST READING October 5, 2026
SECOND READING WAIVED
THIRD READING WAIVED

**ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO THE CONTRACT WITH THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION FOR THE PROJECT PID NO. 121808 FOR THE RESURFACING OF BELL ROAD EAST (C.R. 10) FROM CHILLICOTHE ROAD (S.R. 306) TO THE SOUTH RUSSELL EAST CORPORATION LINE AND DECLARING AN EMERGENCY.**

**WHEREAS**, on the 27th day of April 2026, Council for the Village of South Russell (interchangeably referred to as the Local Public Agency or "LPA") adopted Ordinance No. 2026-32 approving the project agreement between the LPA and the Ohio Department of Transportation ("ODOT") for the Project PID No. 121808, GEA Bell Road East Paving, LPA Agreement No. 42485 ("Project Agreement") for the following described Project:

> The Project consists of the resurfacing of Bell Road East (C.R. 10) from Chillicothe Road (S.R. 306) to the South Russell East corporation line including pavement repair, pavement planning, asphalt concrete surfacing, guardrail upgrades, and pavement markings, lying within the LPA; and

**WHEREAS**, as part of the Project Agreement with ODOT, the LPA shall cooperate with the Director of ODOT in the above-described Project as follows:

> The LPA agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the Village 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; and

**WHEREAS**, the ODOT Director has provided to the LPA the share of the LPA's cost in the contract for PID No. 121808, attached hereto and incorporated herein as **Attachment 1** (the "Contract"), which cost is now estimated in the amount of **Three Hundred Seventy-Nine Thousand Nine Hundred Eleven and 00/100 Dollars, ($379,911.00) LESS OHIO PUBLIC WORKS COMMISSION in the amount of Two Hundred Ninety-One Thousand One Hundred Thirty-Three and 44/100 Dollars, ($291,133.44) leaving a balance of Eighty-Eight Thousand Seven Hundred Seventy-Seven and 56/100 Dollars, ($88,777.56),** but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

**WHEREAS**, the ODOT Director 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 the Village of South Russell; and

**WHEREAS,** the LPA desires the ODOT Director to proceed with the aforesaid highway improvement/Project.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the Village of South Russell, Geauga County, Ohio that:

**SECTION 1.** The Contract, attached hereto and incorporated herein as **Attachment 1**, between ODOT and the Village of South Russell, is hereby approved according to the Contract terms and conditions.

**SECTION 2.** The estimated sum of Three Hundred Seventy-Nine Thousand Nine Hundred Eleven and 00/100 Dollars, ($379,911.00) LESS OHIP PUBLIC WORKS COMMISSION in the amount of Two Hundred Ninety-One Thousand One Hundred Thirty-Three and 44/100 Dollars, ($291,133.44) leaving a balance of Eighty-Eight Thousand Seven Hundred Seventy-Seven and 56/100 Dollars, ($88,777.56) is hereby appropriated for the improvement/Project described above and the Fiscal Officer is hereby authorized and directed to issue an order on the treasury for said sum upon the requisition of the ODOT Director to pay the cost and expense of said improvement/Project.

**SECTION 3.** The Village of South Russell/the LPA hereby agrees to assume in the first instance, the share of the cost and expense of the Project over and above the amount to be paid from Federal funds.

**SECTION 4.** The Village of South Russell/the LPA hereby requests the ODOT Director to proceed with the aforesaid highway improvement/Project.

**SECTION 5.** The Mayor be, and is hereby authorized to execute the Contract on behalf of the Village of South Russell/the LPA, providing for the payment of the LPA the sum of money set forth herein above for improving the described Project.

**SECTION 6.** The Fiscal Office shall transmit a fully executed copy of this Ordinance to the ODOT Director.

**SECTION 7.** 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 this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

**SECTION 8.** That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason this Ordinance needs to take immediate effect to meet the scheduled sale date for the Project; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.

William A. Koons
Mayor – Presiding Officer

ATTEST:

Danielle Romanowski
Fiscal Officer

I certify that Ordinance No. 2026-107 was duly enacted on the 5TH day of OCTOBER, 2026, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danielle Romanowski
Fiscal Officer

FISCAL OFFICER'S CERTIFICATE

As the Fiscal Officer of the Village of South Russell, Ohio, I hereby certify that as of the date of execution of the within Contract between the Village of South Russell and the Ohio Department of Transportation, the amount of $88,777.56, required for the payment of the cost other than that thereof assumed by the Federal Government, for the improvement of that portion of C.R. 10 - 1.913, lying within the corporate limits of the Village of South Russell, more particularly described as the project consisting of the resurfacing of Bell Road East (C.R. 10) from Chillicothe Road (S.R. 306) to the South Russell East corporation line including pavement repair, pavement planning, asphalt concrete surfacing, guardrail upgrades, and pavement markings, lying within the Village of South Russell, has been lawfully appropriated for such purpose required to satisfy payment under the Contract has been fully appropriated, or authorized or directed for such purpose and is in the Treasury, or is in the process of collection and is free from any obligation or certification now outstanding.

Danielle Romanowski
Danielle Romanowski, Fiscal Officer
Village of South Russell, Ohio

Attachment 1

PID No. **121808**

# 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 Village of **South Russell**, (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 STATE; 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 the resurfacing of Bell Road East (C.R. 10) from Chillicothe Road (S.R. 306) to the South Russell East corporation line including pavement repair, pavement planing, asphalt concrete surfacing, guardrail upgrades, and pavement markings, lying within the Village of South Russell.**

## 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 **Three Hundred Seventy-Nine Thousand Nine Hundred Eleven and - - - - 00/100 Dollars, ($379,911.00) LESS OPWC in the amount of Two Hundred Ninety-One Thousand One Hundred Thirty-Three and - - - - 44/100 Dollars, ($291,133.44) leaving a balance of Eighty-Eight Thousand Seven Hundred Seventy-Seven and - - - - 56/100 Dollars, ($88,777.56).**

5. **The LPA agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the LPA 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 to 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 STATE.

## SECTION IX: NOTICE

Notice under this contract shall be directed as follows:

**Village of South Russell**
**5205 Chillicothe Road**
**South Russell, Ohio**
**44022**

Ohio Department of Transportation
Office of Contract Sales & Estimating
1980 West Broad Street, 4th 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 STATE 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**

_____
Director of Transportation

**LOCAL PUBLIC AGENCY**
Village of **South Russell**

William A. Koons
**Mayor**

10-6-2026
Date

Approved:
Andy Wilson
Attorney General of Ohio

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