

RESOLUTION NUMBER 87-10

BY Kate Mathis - James Reese

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CLERK/TREASURER TO ENTER INTO CONTRACT WITH TRAF-WAY ELECTRIC COMPANY TO PROVIDE FOR THE MAINTENANCE OF THE RECENTLY ERECTED TRAFFIC SIGNALS ON STATE ROUTE 79 IN THE VILLAGE OF BUCKEYE LAKE, OHIO.

WHEREAS, the State of Ohio has recently erected a series of traffic signals on State Route 79 in the Village of Buckeye Lake, Ohio; and,

WHEREAS, it is the responsibility of the Village to maintain such signals;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF BUCKEYE LAKE, COUNTY OF LICKING AND STATE OF OHIO, that:

Section 1: The Mayor and Clerk/Treasurer are hereby authorized and directed to enter into contract with Traf-Way Electric Company of Lancaster, Ohio, for the maintenance and repair of the recently erected traffic signals on State Route 79 in the Village of Buckeye Lake, Ohio.

Section 2: The amount of said contract shall not exceed \$471.68 and shall obligate the Village and the provider for a period of one (1) year.

Section 3: This Resolution shall go into full force and effect from and after the earliest period allowed by law.

Adopted this 28th day of September, 1987.

Charles E. Slater
MAYOR

ATTEST:

Gilainette Yarnan
CLERK/TREASURER

FORM APPROVED
posted in at least six (6) copies
of September, 1987
DIRECTOR OF LAW

Resolution 87-10
15th day of October, 1987

Gilainette Yarnan
CLERK/TREASURER OF THE VILLAGE
OF BUCKEYE LAKE, OHIO

CONTRACT

WHEREAS, it appearing that it is incumbent the Village of Buckeye Lake to maintain and keep in repair all traffic lights situated in said Village.

NOW THEREFORE, in the consideration of the sum of \$ Four Hundred forty dollars and 00 cents per year payable in equal parts at the beginning of each quarter thereafter, The Traf-Way Electric Company, part of the second part agrees to repair and maintain in satisfactory condition all traffic lights operating in the Village.

NOW THEREFORE, the party of the first part and the party of the second part mutually agree, that the party of the first part shall pay all necessary materials and contractor's rate to keep said traffic lights in repair.

It is further agreed and understood by and between the parties hereto that the party of the second part shall furnish all tools, labor and equipment necessary for the successful performance of this contract, that he may work at such time as is necessary and proper to successfully perform said contract, that the party of the second part will be sole and exclusive judge as to the manner, skill and fashion used and employed by him in the repair of the traffic lights, that he may employ such personnel as he may require.

*** The party of the second part shall replace all burned out traffic signal lamps, replace any malfunctioning parts of present equipment, perform necessary tests of electronic equipment, check operation at six month intervals and signal height and pole conditions. Total bid for each twelve (12) month period Four hundred forty dollars \$440.00 - four (4) payments of \$110.00. Each 12 month period to be negotiated.

Exceptions to this proposal are: Acts of God, tornadoes, lightning, flood, etc,; signal pole knock down; acts of vandalism; over legal height load or equipment striking traffic signals. The above to be negotiated with the Village Administration. Any parts would be 15% over cost.

For and in consideration of mutual agreement and said sum herein set set to be paid party of the second part, party of the second part hereby agrees to assume any and all liabilities arising and or growing out of said agreement with respect to compensation for injury, damages, loss of earnings according to any and all persons employed by the party of the second part, including his equipment, tools used in the performance of this agreement to any extent whatsoever and to save the party of the first part harmless thereafter.

It is further agreed and understood by the parties that any new addition or installation of additional traffic lights is not covered in said contract and at that time may negotiate an agreeable sum for such additional or new installation and maintenance of such traffic lights.

*** If additional trouble calls are necessary the hourly rate

ATTEST:

Traf-Way Electric Co.

By: Daryl Fouch Tr.
10/14/87

Village of Buckeye Lake

By: Patricia Gorman, Clerk
Herschel Boyd Pro Tem

ORDINANCE OR RESOLUTION NUMBER: 87-10

INTRODUCED BY: _____

MOTION TO SUSPEND RULES Reese SECOND Holmes

AYES

NAYES

Mr. Boyd
Mrs. Holmes
Mrs. Motts
Mr. Schweitzer REESE
Mr. Wilson
Mr. Wolverton

✓
✓
✓
✓
✓
✓

TOTAL:

6

0

MOTION TO ADOPT Motts SECOND Reese

AYES

NAYES

Mr. Boyd
Mrs. Holmes
Mrs. Motts
Mr. Schweitzer REESE
Mr. Wilson
Mr. Wolverton

✓
✓
✓
✓
✓
✓

TOTAL:

6

DATE POSTING BEGAN 9/29/87
EFFECTIVE DATE _____

CERTIFICATION

I hereby certify the above to be an accurate account of the action of Council on the above matter.