

FEDERAL HIGHWAY ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION

City of Willowick, Respondent  
Case Number: #2020-0262

VOLUNTARY COMPLIANCE AGREEMENT

IT IS HEREBY AGREED by and between the Federal Highway Administration, hereinafter referred to as FHWA, and the City of Willowick, hereinafter referred to as Respondent, as follows:

Section One: Purpose

This Agreement is made to resolve the above-referenced complaint.

Section Two: Allegations

Complaint #2020-0262 alleges that Respondent is violating the Americans with Disabilities Act of 1990 (ADA) by failing to provide accessible curb ramps.

Specifically, the complaint alleges that the Respondent performed an alteration impacting the northwest curb at the pedestrian street crossing on Maplewood Drive and Edgewood Drive and failed to construct a curb ramp as required by the ADA. Complainant also alleges that the Respondent constructed curb ramps without detectable warnings on the northwest and northeast corners of Beechwood Drive near the intersection with East 288th Street.

Section Three: Terms of Agreement

Respondent agrees to the following terms:

1. Respondent agrees to install an accessible ADA compliant curb ramp the northwest corner of Maplewood Drive and Edgewood Drive by (Date).
2. Respondent agrees to designate an ADA Coordinator to be employed by the Respondent by (Date). Respondent will provide public notice of the name and contact information by posting the information on its website.
3. Respondent agrees to create ADA complaint procedures and policies by (Date). Respondent will provide public notice of the policies and procedures by posting the information on its website.
4. Respondent agrees to develop and implement a maintenance plan for pedestrian facilities in the public right-of-way, including enforcement of a sidewalk maintenance plan by (Date).

5. Respondent agrees to conduct a self-evaluation of applicable facilities and sidewalks in its jurisdiction by (Date).
6. Respondent agrees to develop and implement an ADA Transition Plan by (Date).
7. Respondent agrees to submit an action plan detailing specific milestones and target dates it will perform to resolve all terms listed above to the FHWA Ohio Division no more than 60 days after the effective date of this Agreement.
8. Respondent agrees to submit quarterly updates and attend progress meetings as requested by the FHWA Ohio Division.
9. This Agreement shall not constitute an admission of discrimination or violation of any provision of law on the part of Respondent. This Agreement does not constitute a finding of compliance or non-compliance in this matter. Please note that this resolution does not affect the rights of private individuals to file suit under the ADA.
10. It is understood that if Respondent fails to fulfill or rescinds any provision of this Agreement, the complaint may be reinstated by FHWA.
11. This Agreement constitutes the sole and complete understanding between FHWA and Respondent. No other terms shall be binding unless signed by both parties and made a part of this Agreement.
12. This Agreement shall become effective on the date that it is signed by the FHWA signatory.

Section Four: Concurrence and Signatures

\_\_\_\_\_  
Michael J. Vanni  
Mayor/Safety Director  
On behalf of Respondent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Laura S. Leffler  
Division Administrator, Ohio Division  
On behalf of FHWA

\_\_\_\_\_  
Date