

Ordinance No. **2023-28**

Passed **4-3**, **2023**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND THE CITY OF VERMILION, OHIO FOR SIGN INSTALLATION AND MAINTENANCE AND DECLARING AN EMERGENCY.

This Agreement is made by and between the State of Ohio, Department of Transportation, 1980 West Broad Street, Columbus, Ohio 43223, acting by and through its Director, hereinafter referred to as the "ODOT" and the City of Vermilion, 5511 Liberty Avenue, Vermilion, Ohio 44089, hereinafter referred to as the "LOCAL" and shall be referred to singularly as "party" and collectively as "parties".

WHEREAS, pursuant to Ohio Revised Code 5501.11(A)(4), the Ohio Department of Transportation may cooperate with counties, municipal corporations, townships, and other subdivisions of the state in the improvement of public roads; and

WHEREAS, the legislative authority of the LOCAL has granted its consent to the Director to furnish and install certain signage for use within its political subdivision limits, and

WHEREAS, it is in the interest and safety of the traveling public, and it serves to manage public resources of ODOT and LOCAL in an efficient manner that ODOT install certain signage on certain roads within the LOCAL and for the LOCAL to maintain the signage.

NOW THEREFORE, it is agreed by the parties as follows:

1. OBLIGATIONS OF ODOT

1.1 ODOT will furnish and install, at no cost to the LOCAL, US Bicycle Route Signage (M1-9a) at locations identified in the USBR Signage Plan attached as Exhibit A within the LOCAL's political subdivision limits.

2. OBLIGATIONS OF THE LOCAL

2.1 The LOCAL grants ODOT the right to use and occupy the right-of-way in and abutting the section of routes identified in the USBR Signage Plan herein described for the purpose of installing the USBR Signs.

2.2 The LOCAL agrees to assume ownership of all the USBR Signs within its jurisdiction.

2.3 The LOCAL agrees to assume responsibility for relocating signage if US Bicycle Route alignments change overtime in their jurisdiction.

2.4 The LOCAL agrees to assume, at their sole cost, all future maintenance, repair, and replacement of the USBR Signage under this Agreement.

3. TERM OF AGREEMENT

3.1 This Agreement shall commence on date of last signature below and shall expire June 30, 2024, but in no case shall this Agreement extend beyond the current biennium.

3.2 This Agreement may be terminated by either party giving sixty (60) days written notice to the other party.

3.3 The maintenance, repair, replacement, and relocation responsibilities by the LOCAL of the USBR Signage will continue in perpetuity.

Ordinance No. 2023-28

Passed 4.3, 2023

4. GENERAL PROVISIONS

- 4.1 This Agreement shall be to the benefit of and be binding upon the respective parties herein, their successors and assigns.
- 4.2 Either party may, at any time during the term of the agreement, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications for such changes. Should the Parties consent to modifications of the agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- 4.3 This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that the ODOT is a party to any litigation arising out of or relating in any way to this agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 4.4 The State of Ohio and ODOT are self-insured.
- 4.5 Each party shall be responsible for liability associated with that party's own errors, actions, and failures to act.
- 4.6 If the LOCAL breaches or defaults any of the terms or conditions of this Agreement, and if that breach is not remedied within thirty (30) days after written notification by ODOT of that breach or default, ODOT may terminate this Agreement.
- 4.7 ODOT and LOCAL agree to make a good faith effort to resolve any disputes which may arise between them concerning interpretation of, or performance pursuant to, this agreement, with the exception of matters identified in this agreement requiring approval solely and finally by ODOT.
- 4.8 Ohio Ethics Law: The LOCAL and ODOT, by signing this document, each certify: (1) it has reviewed and understands the Ohio Ethics law and conflict of interest laws as provided by Chapters 102 and 2921 of the Ohio Revised Code, and (2) will take no action inconsistent with those laws.

5. NOTICE

5.1 Notices under this agreement shall be directed as follows:

City of Vermilion
 5511 Liberty Avenue
 Vermilion, OH 44089

Ohio Department of Transportation
 District 3
 906 Clark Ave
 Ashland, OH 44805

6. SIGNATURES

- 6.1 Any person executing this agreement in a representative capacity hereby warrants that he/she has been duly authorized to execute this agreement.
- 6.2 Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile or electronic signature of any other party delivered in such a manner as if such signature were an original.

The Parties have caused this agreement to be executed as of the day and year last written below.

SECTION 1: This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this

Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 2: That this Ordinance is declared to be an emergency for the public peace, health, and safety of the city; with the emergency necessity being that ODOT receives this agreement in a timely manner. Wherefore, this Ordinance shall take effect immediately upon its passage and approval of the mayor, providing it meets the statutory requirements for passage; otherwise, it shall take effect and be enforced from and after the earliest period allowed by law.


PASSED: 4/3, 2023


Monica Sweinhagen, President of Council

ATTEST: 4/3, 2023


Gwen Fisher, Certified Municipal Clerk

APPROVED: 4.3, 2023


Jim Forthofer, Mayor

STATE OF OHIO
Department of Transportation

By: _____
Jack Marchbanks, Director

Date: _____

*This document prepared as to FORM by:
Gwen Fisher, Certified Municipal Clerk – 3/29/2023*