

Resolution 7-2024
Passed April 2, 2024

A RESOLUTION TO APPROVE THE AGREEMENT BETWEEN THE VILLAGE AND THE OHIO DEPARTMENT OF TRANSPORTATION FOR MAINTAINING THE SIDEWALK LOCATED ALONG RIC-SR 603, AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Department of Transportation (ODOT) requires an Agreement regarding the maintenance, repair and replacement of the sidewalk along the southwest side of SR 603 from RIC SR 603 straight line mile (SLM) 21.253 to RIC SR 603 SLM 21.375.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PLYMOUTH, COUNTY OF RICHLAND/HURON, STATE OF OHIO:

1. THAT the Mayor is authorized to sign the ODOT Agreement between the Village and ODOT for the above-referenced sidewalk maintenance.
2. THAT it is hereby determined that this Resolution is an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the residents of this Village and for the further reason that the signed Agreement is required by the Ohio Department of Transportation, and this Resolution shall therefore go into immediate effect provided it receives a two-thirds (2/3) vote of all members elected to this Council, otherwise it shall go into effect in thirty (30) days if passed by a majority vote of Council.

PASSED:

April 2, 2024

Cassandra Fynn
Mayor

ATTEST:

Village Fiscal Officer

D. Kyle Jameson

April 2, 2024
Date

APPROVED AS TO FORM:

John D. Studenmund, Solicitor

ODOT Agreement No. _____

**AGREEMENT
BETWEEN THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION AND
VILLAGE OF PLYMOUTH TO MAINTAIN THE SIDEWALK LOCATED ALONG RIC-SR 603**

This Agreement is made by and between the Ohio Department of Transportation whose address is 1980 W. Broad Street, Columbus, OH 43223 (hereinafter referred to as "ODOT"), and the Village of Plymouth whose address is 48 West Broadway Street, Plymouth, OH 44865 (hereinafter referred to as the "Local") as of the date of the last signature below.

1. PURPOSE

- 1.1 Sections 5501.11(A)(4) of the Ohio Revised Code provides that ODOT may cooperate with counties, municipal corporations, Locals, and other subdivisions of the state in the establishment, construction, reconstruction, maintenance, repair, and improvement of public roads and bridges.
- 1.2 Section 5501.03(A) of the Ohio Revised Code provides that the Director of Transportation may coordinate the activities of the Department of Transportation with other appropriate public authorities and enter into contracts with such authorities as necessary to carry out its duties, powers and functions.
- 1.3 The LOCAL has determined that it is in the public interest to construct a sidewalk along the southwest side of SR 603 from RIC SR 0603 straight line mile (SLM) 21.253 to RIC SR 0603 SLM 21.375 (hereinafter referred to as the "FACILITY").
- 1.4 The LOCAL and ODOT agree that it is in the public interest to install, maintain, repair, and replace the FACILITY as needed.
- 1.5 The purpose of this Agreement is to establish the respective responsibilities of the parties with regard to the maintenance, repair, and replacement of the FACILITY.

2. OBLIGATIONS OF THE LOCAL

- 2.1 The LOCAL shall maintain the FACILITY described in section 1.3 of this Agreement and provide general maintenance on the path. FACILITY maintenance activities include, but are not limited to, removal and control of snow and ice, control and removal of vegetation encroaching upon the FACILITY and the repair and replacement of any portion of the FACILITY that is deteriorating, cracked, broken, or missing.
- 2.2 The LOCAL shall make arrangements for and bear all costs of maintenance, repair, and replacement as described in section 2.1 of this Agreement.

2.3 The LOCAL shall repair or replace or make arrangements for the repair or replacement of any portions of the FACILITY disturbed as the result of public utility repairs.

3. OBLIGATIONS OF ODOT

3.1 ODOT agrees to grant any necessary permits to the LOCAL to use and occupy the state highway right-of-way for purposes of maintaining the FACILITY.

4. NOTICE

4.1 Notice under this Agreement shall be directed as follows:

Village of Plymouth	Ohio Department of Transportation
48 West Broadway Street	District 3
Plymouth, OH 44865	906 N. Clark Ave
Attn: Mayor	Ashland, Ohio 44805
	Attn: District Deputy Director

5. TERM

5.1 This Agreement is effective as of the date of the last signature below.

5.2 All maintenance obligations of the LOCAL shall commence upon completion of the installation of the FACILITY and shall continue for the life of the FACILITY unless terminated pursuant to subsection 6.2 of this Agreement or otherwise agreed to by the Parties by a written agreement signed by both Parties.

6. DEFAULT AND BREACH OF CONTRACT

6.1 Neglect or failure of the LOCAL to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, shall be an event of default, unless such failure or misrepresentation are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions or any other cause not reasonably within the LOCAL'S control. The LOCAL, however, shall remedy as soon as possible each cause preventing its compliance with this Agreement.

6.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LOCAL shall have thirty (30) days from the date of such notification to remedy the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LOCAL to remedy the default shall result in termination of this Agreement by ODOT.

- 6.3 Upon a termination of this Agreement by ODOT for default, ODOT may take any measures necessary to maintain the FACILITY or have the FACILITY removed. The LOCAL shall be held responsible for full restitution of all expenses incurred in maintaining or removing the FACILITY.
- 6.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LOCAL shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

7. GENERAL PROVISIONS

- 7.1 The signing of the Agreement does not in any way abridge the right of the Director of Transportation in his jurisdiction over the state highway system. If, at any time, it becomes necessary, in the opinion of the Director of Transportation to order the removal, reconstruction, relocation, or repair of the roundabout, said removal work shall be completed wholly at the expense of the LOCAL, and be made as directed by the Director of Transportation.
- 7.2 This Agreement constitutes the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement.
- 7.3 Neither this Agreement nor any rights, duties, or obligation described herein shall be assigned by any Party hereto without the prior express written consent of the other Party. Any change to the provisions of this Agreement must be made in a written amendment executed by all Parties.
- 7.4 This Agreement shall be construed and interpreted, and the rights of the parties determined in accordance with the laws of the State of Ohio.
- 7.5 The District Deputy Director of District 3 shall have full authority to ensure the full compliance of the provisions of this Agreement.
- 7.6 The signing of the Agreement or the doing of any work thereunder shall constitute an agreement by the LOCAL to comply with all the conditions and restrictions written herein.
- 7.7 Each Party hereto shall be responsible for liability associated with that Party's own errors, actions, and failures to act.
- 7.8 The LOCAL shall comply with the Air Pollution requirements of Rule 3745-17-08 of the Ohio Administrative Code Promulgated and enforced by the Ohio Environmental Protection Agency.

7.9 The State of Ohio is self-insured.

8. SIGNATURES

8.1 Any person executing this agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this agreement on such principal's behalf.

8.2 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 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 by their duly authorized representatives as of the dates below.

STATE OF OHIO

OHIO DEPARTMENT OF TRANSPORTATION

By: _____ / _____
Jack Marchbanks, Director (DDD Initial Here)

Date: _____

VILLAGE OF PLYMOUTH

By: Cassandra Fryman

PRINT NAME AND TITLE: Cassandra Fryman, Mayor

Date: 4.2.2024

PLYMOUTH TOWNSHIP BOARD OF TRUSTEES
7025 KUHN RD.
SHELBY, OHIO 44875
FISCAL OFFICER – FRAN MILLER
419-564-0260

Plymouth Township Board of Trustees moved to support of the installation of sidewalks in the Township. These sidewalks will be maintained according to ORC 723.011 Control of sidewalks, curbs and gutters and the Township adopted Resolution 2022-3 stating this.

If you have any questions, you can contact Fiscal Officer – Fran Miller at 419-564-0260.

A copy of our resolution is enclosed.

Sincerely yours,

Fran Miller Fiscal Officer

RESOLUTION 2022-3

Chuck Miller moved on March 3, 2022, the adoption of the following Resolution:

Plymouth Township, According to the ORC Section 723.011, will require, by the imposition of suitable penalties or otherwise, that the owners or occupants of abutting lots and lands shall keep the sidewalks, curbs, and gutters in repair and free from snow or any nuisance.

This resolution was seconded by Tom Kanney.

Members voted:

Keith Beverage	yes
Tom Kanney	yes
Chuck Miller	yes

Resolution passed.