

VILLAGE COUNCIL OF WAKEMAN, OHIO
RESOLUTION NO.: 2023-R-9

*LOCAL CONSENT
US BICYCLE ROUTE SIGNAGE
(ODOT)*

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR SIGN INSTALLATION AND MAINTENANCE WITHIN THE VILLAGE FOR US BICYCLE ROUTE SIGNAGE; AND DECLARING AN EMERGENCY

WHEREAS, pursuant to Ohio Revised Code 5501.11(A)(4), the Ohio Department of Transportation may cooperate with municipal corporations, in the establishment, construction, reconstruction, maintenance, repair, and improvement of the public roads and bridges; and

WHEREAS, it is in the interest and safety of the traveling public, and it serves to manage public resources of ODOT and the LOCAL (Village of Wakeman) in an efficient manner that ODOT furnish certain signage for the LOCAL to install and maintain within its political subdivision limits.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF WAKEMAN, STATE OF OHIO: (RC 731.18)

SECTION 1. AUTHORIZATION. That the VILLAGE ADMINISTRATOR is hereby authorized to enter into an Agreement with the Ohio Department of Transportation (ODOT) for sign installation and maintenance within the village for US Bicycle Route Signage (M1-9A). [ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE].

SECTION 2. That the contract shall be executed in the name of the village and signed on its behalf by the village administrator. [Section 731.141 of the Ohio Revised Code; See also Section 133.02 of the Wakeman Codified Municipal Code]

SECTION 3. DISPENSE WITH THREE READINGS. That the legislative authority, upon a vote of at least three-fourths of its members, hereby dispenses with the rule requiring each ordinance or resolution shall be read on three different days. [R.C. 705.15 and 731.17(A)(2)]

SECTION 4. DECLARATION OF EMERGENCY FOR IMMEDIATE EFFECT. That by two-thirds vote of all the members elected to the legislative authority, this Ordinance/Resolution is hereby declared to be an emergency measure pursuant to RC 731.30, being necessary for the immediate preservation of the public peace, health, or safety of the municipal corporation and shall go into immediate effect for the following reason(s):

To facilitate sign installation as soon as possible.

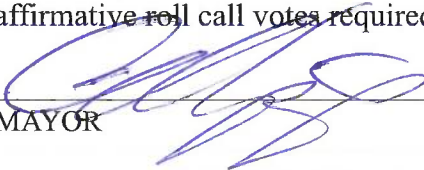
SECTION 5. PUBLIC MEETING. That it is found and determined that all formal action of this public body concerning or relating to the passage of this Resolution/Ordinance were adopted in a public meeting open to the public at all times, and that all deliberations of the public body and any of its committees that resulted in such formal action, were in public meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of section 121.22 of the Ohio Revised Code.

WHEREFORE, this Legislation shall take effect at the earliest period allowed by law.

PASSED AND ADOPTED on this 13 day of February, 2023.

AUTHENTICATION and ATTESTATION
(RC 731.20)

We hereby attest and affirm that the foregoing Ordinance/Resolution received the necessary affirmative roll call votes required for passage by R.C. 731.17.


MAYOR


FISCAL OFFICER

Vote on the passage was taken by yeas and nays and entered upon the journal as follows R.C. 731.17(A)(3):

YEAS: 5 NAYS: 0 ABSTAIN: 0

First Reading:
Second Reading:
Third Reading:

February 13, 2023
dispensed
dispensed

(may be dispensed by a vote of at least three-fourths of members. R.C. 731.17(A)(2))
(may be dispensed by a vote of at least three-fourths of members. R.C. 731.17(A)(2))

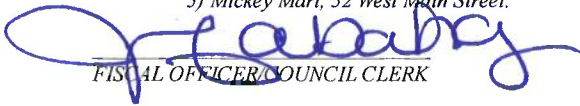
PREPARED BY AND APPROVED AS TO FORM [See also 731.21(B)]:


VILLAGE SOLICITOR, Steve Palmer

CERTIFICATE OF POSTING
(RC 731.25)

I hereby certify that pursuant to R.C. 731.25, a succinct summary of the above legislation was posted in not less than five of the most public places in the municipal corporation as determined by the legislative authority [see Wakeman Code 123.01] for a period of not less than fifteen days prior to the effective date at the following locations:

- 1) Wakeman Public Library, 18 East Abbott Street; and
- 2) Electronically online at official Village website; and
- 3) Wakeman Post Office, 17 West Main Street; and
- 4) Village of Wakeman Municipal Building, 59 Hyde Street; and
- 5) Mickey Mart, 52 West Main Street.


FISCAL OFFICER/COUNCIL CLERK

ATTACHMENT

ODOT AGREEMENT NO. _____
Local Consent Ordinance/Resolution No. _____

AGREEMENT
BETWEEN THE STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION
AND VILLAGE OF WAKEMAN, OHIO
FOR SIGN INSTALLATION AND MAINTENANCE

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 [VILLAGE OF WAKEMAN], 59 Hyde St., Wakeman, Ohio 44889, 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, it is in the interest and safety of the traveling public, and it serves to manage public resources of ODOT and the LOCAL in an efficient manner that ODOT furnish certain signage for the LOCAL to install and maintain within its political subdivision limits.

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

1. OBLIGATIONS OF ODOT

1.1 ODOT will furnish, at no cost to the LOCAL, US Bicycle Route Signage (M1-9a) for the LOCAL to install 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 agrees to install the USBR Signs according to the USBR Signage Plan and in accordance with the Ohio Manual of Uniform Traffic Control Devices within ninety (90) days of receiving the USBR Signs from ODOT.

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.

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:

VILLAGE OF WAKEMAN
59 Hyde St.
P.O. Box 107
Wakeman, Ohio 44889
Attn: Village Administrator

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.

VILLAGE OF WAKEMAN, OHIO

STATE OF OHIO

Department of Transportation

By: 
Printed Name: **Trish Summers**
Title: **VILLAGE ADMINISTRATOR**

By: _____
Jack Marchbanks, Director

Date: 2/15/2023

Date: _____