

ORDINANCE NO. 34-23

AN ORDINANCE GRANTING THE CITY'S CONSENT AND AUTHORIZING THE MAYOR TO ENTER INTO A SIGN INSTALLATION AND MAINTENANCE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR SIGNAGE TO IDENTIFY THE US BICYCLE ROUTE SYSTEM AND DECLARING AN EMERGENCY

WHEREAS, pursuant to Ohio Revised Code 5501.11(A)(4), the Ohio Department of Transportation (ODOT) 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 City of Avon consents and agrees to work with the Director of ODOT and ODOT in the furnishing and installation of certain signage for use within Avon's political subdivision limits, and

WHEREAS, in the interest and safety of the traveling public, and to manage public resources of ODOT and the City of Avon in an efficient manner, ODOT will furnish and install this signage on certain roads within the City which the City would thereafter maintain pursuant to an agreement approved by City Council; and

WHEREAS, Council, having reviewed said agreement, has determined that it is in the best interests of the health, safety, and welfare of the citizens of Avon and surrounding communities to enter into an agreement with the Director of the ODOT and consents to ODOT furnishing and installing US Bicycle Route System signage in various locations within the municipality.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVON, COUNTY OF LORAIN AND STATE OF OHIO:

Section 1 – That the Mayor is hereby authorized to execute an Agreement Between the State of Ohio, Department of Transportation and the City of Avon for Sign Installation and Maintenance in substantially the form as set forth in the attached Exhibit A which is incorporated herein. The execution of said agreement will facilitate the furnishing, installation and maintenance of US Bicycle Route System signage within the City limits along designated public thoroughfares.

Section 2 – Furthermore, City Council grants its consent to ODOT to furnish and install the signage pursuant to said Agreement. The Avon Clerk of Council will transmit to the Director of ODOT a fully executed copy of this Ordinance.

Section 3 – That it is found and determined that all formal actions of the Council of the City of Avon concerning and relating to the adoption of this Ordinance were taken in an open meeting of the Council of the City of Avon and that all deliberations of this City's Council and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4 – That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of the City of Avon, the immediate emergency being the necessity to enter into a sign installation and maintenance agreement with ODOT for US Bicycle Route System signage to be furnished and installed within the City limits during the early part of 2023; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: February 27, 2023 DATE SIGNED: February 27, 2023

By: Brian Fischer
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR: February 28, 2023

Bryan K. Jensen
Bryan K. Jensen, Mayor

APPROVED AS TO FORM:

John A. Gasior
John A. Gasior, Law Director

ATTEST:

Barbara Brooks
Barbara Brooks, Clerk of Council

Posted: March 1, 2023
Electronically and at City Hall as
Provided by Council

Approved as to form:
John A. Gasior, Esq.
Law Director

I, Barbara J. Brooks, Clerk of the Council of the City of Avon, Ohio, hereby certify this document to be a true and exact copy of Ordinance No. 34-23, passed by the Council of said City on February 27, 2023.

IN WITNESS WHEREOF, I have on this 28th day of February, 2023, affixed my signature and official seal.

Barbara J. Brooks
Barbara J. Brooks, Clerk of the Council
of the City of Avon, Ohio

ODOT AGREEMENT NO. _____
Local Consent Ordinance/Resolution No. 34-23

**AGREEMENT
BETWEEN THE STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION
AND CITY OF AVON, 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 CITY OF AVON, 36080 Chester Road, Avon, Ohio 44011, 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.

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:

Mayor, City of Avon
36080 Chester Road
Avon, OH 44011

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.

CITY OF AVON

By: 

Printed Name: Bryan K. Jensen

Title: Mayor

Date: _____

STATE OF OHIO
Department of Transportation

By: _____
Jack Marchbanks, Director

Date: _____

US Bike Route Signing Project

DISTRICT	COUNTY	OWNER	ROUTE	ROAD OR PATH NAME	TRAVEL DIRECTION	ARROW DIRECTION	LAT	LONG	GOOGLE MAPS LINK DO NOT EDIT THIS COLUMN	SIGN CODE	SIZE	630E03101 GROUND MOUNTED SUPPORT, NO. 3 POST, AS PER PLAN FOOT	630E0101 SIGN, FLAT SHEET, AS PER PLAN SF	630E78500 SIGN SUPPORT ASSEMBLY, POLE MOUNTED EACH	630E97700 SIGNING, MISC.: BRIDGE MOUNTING EACH
3	LOR	CITY OF AVON	30	MILLS RD	WEST	LEFT	41.47884	-82.04178	GoogleMapLink	M1-9A-18	18X24	14.0	3.00	3.00	
3	LOR	CITY OF AVON	30	MILLS RD						MB-1-12	12X9		0.75	0.75	