

**FAIRFIELD TOWNSHIP
RESOLUTION NO. 23-32**

**RESOLUTION AUTHORIZING THE ADMINISTRATOR TO SIGN THE SIGN INSTALLATION AND
MAINTENANCE AGREEMENT BETWEEN THE STATE OF OHIO, DEPARTMENT OF
TRANSPORTATION AND FAIRFIELD TOWNSHIP.**

WHEREAS: ODOT is initiating a statewide project for US Bicycle Routes 25, 30, and 230 across Ohio next year;
and

WHEREAS: Fairfield Township wishes to participate in the agreement between the State of Ohio and Department
of Transportation;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio,
as follows;

SECTION 1: The Board hereby authorizes the Administrator to sign the Sign Installation and
Maintenance Agreement between the State of Ohio, Department of Transportation and
Fairfield Township, Ohio.

SECTION 2: The Board hereby dispenses with the requirement that this resolution be read on two
separate days, pursuant to RC 504.10, and authorizes the adoption of this resolution upon
its first reading.

SECTION 3 This resolution is the subject of the general authority granted to the Board of Trustees
through the Ohio Revised Code and not the specific authority granted to the Board of
Trustees through the status as a Limited Home Rule Township.

SECTION 4: That it is hereby found and determined that all formal actions of this Board concerning and
relating to the passage of this Resolution were taken in meetings open to the public, in
compliance with all legal requirements including §121.22 of the Ohio Revised Code.

SECTION 5: This resolution shall take effect at the earliest period allowed by law.

Adopted: February 14, 2023

Board of Trustees

Vote of Trustees

Michael Berding: _____

yes

Shannon Hartkemeyer: _____

yes

Joe McAbee: _____

yes

AUTHENTICATION

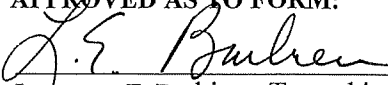
This is to certify that this is a resolution which was duly passed and filed with the Fairfield Township Fiscal Officer
this 14th day of February 2023.

ATTEST:

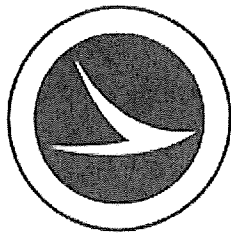


Shelly Schultz, Fairfield Township Fiscal Officer

APPROVED AS TO FORM:



Lawrence E. Barbieri, Township Assistant Law Director



OHIO DEPARTMENT OF TRANSPORTATION

Thank you for your response! If you submitted a signed maintenance agreement, here is what you can expect as next steps:

1. ODOT will be signing and executing agreements and sending those to you **just after July 1, 2023.**
2. We'll be in touch over email later this year about the two-week staking process - when it will occur and how you can communicate with us about adjustments.
3. December 2023-June 2024 ODOT contractors will either install signs or deliver them to you for local installation (depending on how you elected to participate).

For questions or concerns contact BikeOiho@dot.ohio.gov.

Thanks,

Cait

The Ohio Department of Transportation

1980 West Broad Street, Columbus Ohio 43223

Mike DeWine, Governor | Jack Marchbanks, Ph.D., ODOT Director | Feedback | Ohio.gov

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

**AGREEMENT
BETWEEN THE STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION
AND FAIRFIELD TOWNSHIP, 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 Fairfield Township, 6032 Morris Road, Fairfield Township, Ohio 45011, 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:

Fairfield Township
6032 Morris Road
Fairfield Twp., Ohio 45011

Ohio Department of Transportation
District 8
505 S. State Route 741
Lebanon, OH 45036

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.

Fairfield Township

By: Julie Vonderhaar

Printed Name: Julie Vonderhaar

Title: Administrator

Date: 2-15-2023

STATE OF OHIO

Department of Transportation

By: _____
Jack Marchbanks, Director

Date: _____