

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR SIGN INSTALLATION AND MAINTENANCE FOR THE US BICYCLE ROUTE SIGNAGE PROJECT AND DECLARING AN EMERGENCY.

WHEREAS, the City of Avon Lake, as the Local Government, desires to participate in the US Bicycle Route Signing Project along US 6, Lake Road in the City of Avon Lake, LOR-3-230.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF  
THE CITY OF AVON LAKE, STATE OF OHIO:

Section No. 1: That the Mayor is hereby authorized and directed to enter into an agreement with ODOT that permits the Director of Transportation to furnish and install, at no cost to the City, US Bicycle Route Signage at locations along US 6 (Lake Road), as identified in the agreement (Exhibit A).

Section No. 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees which resulted in such 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 No. 3: That this Ordinance is hereby declared to be an emergency measure, the emergency being the need to expedite the signage project that will increase an awareness of bicycle travel along this highly traveled road. Therefore, this Ordinance shall take effect and be in full force immediately after its passage and approval by the Mayor.

1<sup>st</sup> reading: 2/13/2023  
2<sup>nd</sup> reading: 2/27/2023  
3<sup>rd</sup> reading:

PASSED: 3/13/2023

/s/ Martin E. O'Donnell  
President of Council

POSTED: 3/17/2023

APPROVED: 3/14/2023

ATTEST: /s/ Valerie E. Rosmarin  
Clerk of Council

/s/ Gregory J. Zilka  
Mayor

**AGREEMENT  
BETWEEN THE STATE OF OHIO,  
DEPARTMENT OF TRANSPORTATION  
AND CITY OF AVON LAKE 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 Lake, 150 Avon Belden Road, Avon Lake Ohio 44012, 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:

City of Avon Lake  
150 Avon Belden Road  
Avon Lake, Ohio 44012

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 LAKE

By: \_\_\_\_\_  
Gregory J. Zilka, Mayor

Date: \_\_\_\_\_

STATE OF OHIO

Department of Transportation

By: \_\_\_\_\_  
Jack Marchbanks, Director

Date: \_\_\_\_\_