

First Reading: September 29, 2015  
Second Reading: dispensed

**RESOLUTION 2015- 125**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION AND SYCAMORE TOWNSHIP FOR THE CONSTRUCTION AND MAINTENANCE OF SIDEWALKS ALONG A PORTION OF MONTGOMERY ROAD AND DISPENSING WITH THE SECOND READING**

**WHEREAS**, the Board of Township Trustees desires to approve an agreement with the Director of the Ohio Department of Transportation (ODOT) for the maintenance of sidewalks on the west side of Montgomery Road (US22/3) from Galbraith Road to Dearwester Drive, the sidewalk located at the northeast corner of the intersection of Montgomery Road and Galbraith Road, and the sidewalk along the north and south sides of Galbraith Road within the I-71 right-of-way;

**NOW THEREFORE, BE IT RESOLVED** by the Board of Township Trustees of Sycamore Township, State of Ohio:

**SECTION 1.** The attached Agreement Between the State of Ohio, Department of Transportation and Sycamore Township to Maintain Sidewalk Along Montgomery Road SR 22 & 3 is hereby approved and the President of the Board and Fiscal Officer are, or the Township Administrator is, hereby authorized and directed to execute the agreement on behalf of the Board.

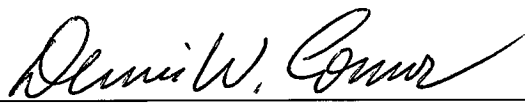
**SECTION 2.** Any requirement that this resolution be read on two separate days is hereby dispensed.


**SECTION 3.** This Resolution shall take effect on the earliest date allowed by law.

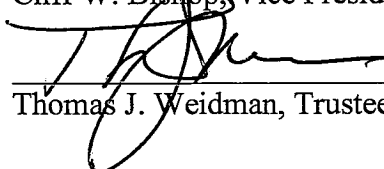
**VOTE RECORD:**

Mr. Bishop Aye Mr. Connor Aye Mr. Weidman Aye

**PASSED** at the meeting of the Board of Trustees this 29<sup>th</sup> day of September, 2015.

  
\_\_\_\_\_  
Dennis W. Connor, President

  
\_\_\_\_\_  
Cliff W. Bishop, Vice President

  
\_\_\_\_\_  
Thomas J. Weidman, Trustee

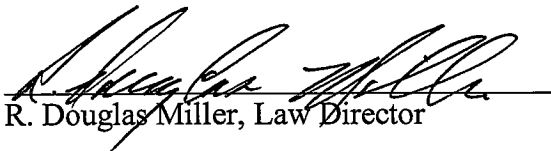
**AUTHENTICATION**

This is to certify that this Resolution was duly passed and filed with the Sycamore Township Fiscal Officer, this 29<sup>th</sup> day of September, 2015.



\_\_\_\_\_  
Robert C. Porter, III  
Sycamore Township Fiscal Officer

**APPROVED AS TO FORM:**



\_\_\_\_\_  
R. Douglas Miller, Law Director

**ODOT AGREEMENT NO. : 18916**

**AGREEMENT  
BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND  
SYCAMORE TOWNSHIP TO MAINTAIN SIDEWALK ALONG  
MONTGOMERY ROAD SR 22**

This Agreement is made by and between the State of Ohio, acting by and through the Director of the Department of Transportation (hereinafter referred to as the "ODOT"), 1980 West Broad Street, Columbus, Ohio 43223 and Sycamore Township in Hamilton (hereinafter referred to as the "TOWNSHIP"), acting by and through the Township Trustees, Sycamore Township, 8540 Kenwood Road, Cincinnati, OH 45236

1. PURPOSE

- 1.1 Section 5501.03(A)(3) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities with those of other appropriate state departments, public agencies, and authorities, and enter into any contracts with such departments, agencies, and authorities as may be necessary to carry out its duties, powers, and functions.
- 1.2 ORC § 5501.11(A)(4) states the department of transportation with respect to highways shall cooperate with the counties, municipal corporations, townships, and other subdivisions of the state in the establishment, construction, reconstruction, maintenance, repair and improvement of the public roads and bridges.
- 1.3 The TOWNSHIP and ODOT agree that it is in the public interest to maintain the sidewalks and the street lighting, as needed, being located in Hamilton County, along the West side of Montgomery Road (US22/3) SLM-12.25-12.41, from the Streets of Galbraith Road to Dearwester Drive, and the sidewalk located at the northeast corner of the intersection of Montgomery Road and Galbraith Road, and the sidewalk along the north and south sides of Galbraith Road within the I-71 right-of-way.
- 1.4 The purpose of this Agreement is to establish the respective responsibilities of the parties with regard to the general maintenance of sidewalk and street lighting.

2. OBLIGATIONS OF THE TOWNSHIP

- 2.1.1 SYCAMORE TOWNSHIP shall perform and be responsible for all general maintenance of the sidewalks and street lighting mentioned in this agreement (i.e. replacement and repairs of the sidewalk and the lighting system. It does not include snow/ice removal or treatment).

3. OBLIGATIONS OF THE STATE

- 3.1 ODOT agrees to grant any necessary permits to the TOWNSHIP.

4. NOTICE

- 4.1 Notice under this Agreement shall be directed as follows:

Sycamore Township  
8540 Kenwood Road  
Cincinnati, Ohio 45236  
Attn: Township Trustees

Ohio Department of Transportation  
District 8  
505 South SR 741  
Lebanon, OH 45036  
Attn: District Deputy Director

5. DEFAULT AND BREACH OF CONTRACT

- 5.1 Neglect or failure of the TOWNSHIP 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 (EXCEPT THOSE REASONABLY FORESEEABLE IN CONNECTION WITH THE USES CONTEMPLATED BY THIS AGREEMENT), or any other cause not reasonably within the TOWNSHIP'S control. The TOWNSHIP, however, shall remedy as soon as possible each cause preventing its compliance with this Agreement.
- 5.2 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 TOWNSHIP 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 TOWNSHIP to remedy the default shall result in termination of this Agreement by ODOT.
- 5.3 Upon a termination of this Agreement by ODOT, ODOT shall conduct an inspection of the facility to determine whether the facility has been maintained in an acceptable condition. If the facility is not maintained to an acceptable degree and condition, then ODOT may take any measures necessary to maintain the facility. The TOWNSHIP shall be held responsible for full restitution of all expenses incurred in maintaining the facility.
- 5.4 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 TOWNSHIP 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.

6. GENERAL PROVISIONS

- 6.1 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 facility, said removal work shall be completed wholly at the expense of the TOWNSHIP, and be made as directed by the Director of Transportation.
- 6.2 This Agreement constitutes the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement.
- 6.3 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 parties. Any change to the provisions of this Agreement must be made in a written amendment executed by all parties.

- 6.4 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.
- 6.5 The District Deputy Director of District 8 shall have full authority to ensure the full compliance of the provisions of this Agreement.
- 6.6 The signing of the Agreement or the doing of any work thereunder shall constitute an agreement by the TOWNSHIP to comply with all of the conditions and restrictions written herein.
- 6.7 The TOWNSHIP shall be responsible for all suits, actions or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect or on account of any wrongful act or omission on the part of the TOWNSHIP as a result of the maintenance of said facility.
- 6.8 The TOWNSHIP 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.
- 6.9 This agreement may be terminated by either party upon ninety (90) days written notice to the other party. Upon mutual written consent of the parties, this agreement can be renewed for periods of one year.
- 7. SIGNATURES
- 7.1 Any person executing this agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this agreement on such principal's behalf.

**STATE OF OHIO**  
**Department of Transportation**

By: \_\_\_\_\_  
 Jerry Wray, Director

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

**SYCAMORE TOWNSHIP**

By: \_\_\_\_\_  
 Greg Bickford, Township Administrator

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

**SYCAMORE TOWNSHIP**

By: \_\_\_\_\_  
 Township Trustee

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

By: \_\_\_\_\_  
 Township Trustee

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

By: \_\_\_\_\_  
 Township Trustee

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