



Prepared: 09/21/2018
Revised: 09/27/2018
Introduced: 10/02/2018
Adopted:
Effective:

RESOLUTION R-34-2018

A RESOLUTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A ROAD MAINTENANCE AGREEMENT WITH THE LICKING COUNTY BOARD OF COMMISSIONERS FOR THE MAINTENANCE OF A SECTIONS OF WORTHINGTON ROAD AND HARRISON ROAD

WHEREAS, Section 5535.01 of the Ohio Revised Code requires that county roads be maintained by the board of county commissioners; and

WHEREAS, Section 301.15 of the Ohio Revised Code provides that a board of county commissioners may enter into agreements with the legislative authority of any municipal corporation whereby the legislative authority of any municipal corporation undertakes, and is authorized by the board of county commissioners, to exercise any power, perform any function, or render any service, on behalf of the county or the board, that the county or the board may exercise, perform or render; and

WHEREAS, the Licking County Board of Commissioners require municipalities to enter into a Road Maintenance Agreement when the annexation of land to the municipality causes a roadway or a section thereof to be divided between two political jurisdictions along its center line; and

WHEREAS, the pending annexation of approximately 357+/- acres of land located south of Worthington Road, north of Morse Road and west of Harrison Road, causes sections of Worthington Road and Harrison Road to be divided between the City of New Albany and Licking County along the center lines of the roadways.

NOW, THEREFORE, BE IT RESOLVED by Council for the City of New Albany, Counties of Franklin and Licking, State of Ohio, that:

Section 1. The city manager is hereby authorized to enter into a Roadway Maintenance Agreement; (substantially similar in its effect as that which is attached hereto as Exhibit A) with the Franklin County Board of Commissioners.

Section 2. It is hereby found and determined that all formal actions of this council concerning and relating to the adoption of this resolution were adopted in an open meeting of the council, and that all deliberations of the council and or any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121 of the Ohio Revised Code.

Section 3. Pursuant to Article 6.07(a) of the New Albany Charter, this resolution shall take effect upon adoption.

CERTIFIED AS ADOPTED this _____ day of _____, 2018.

Attest:

Sloan T. Spalding
Mayor

Jennifer H Mason
Clerk of Council

Approved as to form:

Mitchell H. Banchefsky
Law Director

PROPOSED

**AGREEMENT FOR MAINTENANCE AND IMPROVEMENTS OF
WORTHINGTON ROAD AND HARRISON ROAD**

THIS ROAD MAINTENANCE AGREEMENT (“Agreement”) is made and entered into on this ____ day of November, 2018, by and between the City of New Albany, Ohio, an Ohio Municipal Corporation (“New Albany” or the “City”) and the Board of Commissioners of Licking County, Ohio, a political subdivision of the State of Ohio (“Licking County” or the “County”). It shall succeed and replace prior Worthington Road Maintenance Agreements initially entered into on the 23rd day of January, 2015, and subsequently amended on the 8th day of July, 2016. New Albany and Licking County are referred to individually herein as “Party” and collectively as “Parties.”

WITNESSETH

In consideration of the terms and conditions hereinafter stated, the Parties agree as follows:

SECTION 1: AUTHORITY

Section 5535.01 of the Ohio Revised Code requires that county roads be maintained by the board of county commissioners.

Section 307.15 of the Ohio Revised Code provides that a board of county commissioners may enter into agreements with the legislative authority of any municipal corporation whereby the legislative authority of any municipal corporation undertakes, and is authorized by the board of county commissioners, to exercise any power, perform any function, or render any service, on behalf of the county or the board, that the county or the board may exercise, perform, or render.

SECTION 2: PURPOSE

Worthington Road and Harrison Road are county roads located in Licking County. Pursuant to the upcoming annexation of real property located in Jersey Township, Licking County to the City of New Albany, the Parties desire to address the maintenance of certain portions of Worthington Road and Harrison Road, which upon finalization of the aforementioned annexation will be adjacent to and partially within the City’s corporate boundary. Accordingly, this Agreement shall set forth the responsibility for maintenance and improvement for portions of Worthington Road and Harrison Road by the respective Parties for the mutual benefit of all Parties and for the convenience and welfare of the public.

SECTION 3: RESPONSIBILITY OF NEW ALBANY

NEW ALBANY shall be responsible for maintenance and improvements of the portions of the Worthington Road right of way, now and as may be altered in the future, between the Franklin County Line and Mink Street. Said maintenance responsibility shall also include the traffic

control devices, pavement and striping located at the intersection of Worthington Road and Mink Street.

The City's agreed maintenance responsibility for the section of Worthington Road located between Harrison Road and Mink Street, exceeds its obligation under Section 307.15 of the Ohio Revised Code. The City shall accept said maintenance responsibility in exchange for the County's continued maintenance of approximately 1600 +/- feet of Harrison Road located south of Worthington Road and North of Morse Road that would otherwise be its responsibility as a result of the annexation of approximately 357 +/- acres fronting the west side of Harrison Road.

The City shall provide the County the opportunity to review construction plans and provide input relative to the design of the improvements within the right of way; however the City shall maintain final authority over the design, construction and inspection of the improvements.

Licking County shall cooperate with the City through the support of grant applications and may, at the request of the City, provide supplemental, in-house engineering services to facilitate improvements to Worthington Road.

Nothing in this Agreement shall relieve Licking County from their responsibility for maintenance and improvements of all other portions of right-of-way of Worthington Road.

Nothing in this Agreement shall be construed as to alter the reported inventory mileage of Worthington Road to other agencies.

SECTION 4: ACQUISITION OF ADDITIONAL RIGHT OF WAY

The Parties shall cooperate to acquire necessary rights of way for any project undertaken pursuant to this Agreement. Each Party shall be responsible for acquiring necessary rights of way within the bounds of their respective jurisdictions unless otherwise specified in a separate agreement. As Worthington Road is designated as a county road, it is understood that the Licking County Commissioners have underlying ownership of the right of way.

SECTION 5: NOTICE OF IMPROVEMENT

If the Licking County Engineer desires to perform maintenance or make an improvement to Worthington Road that requires closing to traffic of the road, he/she shall notify the New Albany Engineer of the planned action at the earliest date practicable. The plans for the maintenance project of the improvement shall provide for the maintenance of traffic as set forth by Section 5543.17 of the Ohio Revised Code.

SECTION 6: TERM

This Agreement shall become effective on the date first written above. The term shall terminate on December 31, 2028, unless the Parties mutually agree to an extension prior to that date.

SECTION 7: TERMINATION OF AGREEMENT

For the benefit of both Parties and the convenience and welfare of the public, this Agreement shall not be terminated or suspended except that when acting for good cause, either Party may unilaterally terminate or suspend this Agreement upon filing proper notice with the other Party at least one year in advance of the effective date of termination, stating the intention of the Party to suspend or terminate the Agreement for good cause. The Agreement will automatically terminate if and at such time that the portions of both roadways that are the responsibility of New Albany pursuant to this Agreement, are annexed by New Albany and are within the New Albany corporate boundary.

The Parties may mutually agree to terminate or suspend this Agreement at any time for any reason by action of both Parties.

SECTION 8: MISCELLANEOUS TERMS AND CONDITIONS

- 8.1 **Entire Agreement:** This Agreement, and any documents incorporated by reference herein, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties, except as provided in Section 7 of this Agreement.
- 8.2 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Licking County, Ohio.
- 8.3 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both Parties and no purposes of interpretation shall be made to the contrary.
- 8.4 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 8.5 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this

Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

{SIGNATURES ON THE FOLLOWING PAGE}

ATTEST:

IN EXECUTION WHEREOF, the Parties have caused this Agreement to be executed in their names by their respective duly authorized representatives on the date first written above.

CITY OF NEW ALBANY:

SIGNATURE: _____

NAME: Joseph Stefanov

TITLE: New Albany City Manager

DATE: _____

STATE OF OHIO)
COUNTY OF LICKING) **ss:**

APPROVED AS TO FORM:

Mitchell H. Banchefsky, Law Director

LICKING COUNTY BOARD OF COMMISSIONERS:

County Commissioner

County Commissioner

County Commissioner

STATE OF OHIO)
COUNTY OF LICKING) **ss:**

APPROVED AS TO FORM:

Licking County Prosecutor's Office