

RESOLUTION NO. 2025-13

**A RESOLUTION AUTHORIZING THE VILLAGE TO ENTER INTO A ROADWAY
MAINTENANCE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION
AND DECLARING THE SAME AN EMERGENCY**

WHEREAS, the Village of Antwerp, Ohio and the Ohio Department of Transportation (“ODOT”) have been collaborating on a potential widening of State Route 49/West Canal Street within the Village; and

WHEREAS, ODOT has now approved of this project moving forward, pending approval from the Village; and

WHEREAS, ODOT requires that the Village enter into a Roadway Maintenance agreement with ODOT in order to allow the project to move forward; and

WHEREAS, the Village Council wishes to approve of ODOT moving forward with the State Route 49/West Canal Street road widening project; and

WHEREAS, execution of the Roadway Maintenance Agreement is necessary for the immediate preservation of the public peace, property, health, safety, and welfare of the Village of Antwerp, Ohio and therefore this Resolution is deemed to be an emergency for the reason that time is of the essence regarding this agreement and delays entering into said agreement may lead to ODOT no longer having funding for the same.

NOW THEREFORE, BE IT RESOLVED BY A MINIMUM OF A THREE-FOURTHS VOTE by the Council of the Village of Antwerp, Paulding County, Ohio:

Section 1. That the rules requiring three readings of any ordinance or resolution prior to its passage by a minimum of the majority of the council are hereby suspended pursuant to Ohio Revised Code Section 705.15.

Section 2. That the Council finds it desirous and appropriate to enter into the Roadway Maintenance agreement with ODOT regarding the State Route 49/West Canal Street widening project, which is attached to this Resolution as Exhibit “A”.

Section 3. That the Council of the Village of Antwerp, Ohio authorizes the Mayor of the Village of Antwerp, Ohio, Jan Reeb, to enter into the Roadway Maintenance agreement with ODOT regarding the State Route 49/West Canal Street widening project, attached to this Resolution as **Exhibit “A”**.

Section 4. That it is hereby found and determined that all formal actions of the Council concerning or relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of the Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 5. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety, and welfare of the Village of Antwerp,

R2025-13

Ohio and for the further reason that the roadway maintenance agreement is necessary to allow ODOT to move forward with this project without delays or disruptions in funding which it will use to widen State Route 49/West Canal Street in the Village of Antwerp, Ohio, and provided it receives the affirmative vote of at least three-fourths of the members of this Council, the Resolution shall take effect and be in force immediately upon its adoption by this Council or otherwise it shall take effect and be in force after the earliest period allow by law.

Date 6/10/2025

Jan Reeb
Jan Reeb, Mayor of the Village of Antwerp

Attest:

K. Hornish
Kevin Hornish, Fiscal Officer

**AGREEMENT
BETWEEN THE STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION
AND THE VILLAGE OF ANTWERP, OHIO
FOR CERTAIN ROADWAY 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 Village of Antwerp, 503 W. River, Box 1046, Antwerp, Ohio 45813 hereinafter referred to as the "VILLAGE" and shall be referred to singularly as "party" and collectively as "parties".

WHEREAS, pursuant to Ohio Revised Code 5521.01, the director of the Ohio Department of Transportation may enter upon state highways within any municipal corporation and construct, reconstruct, widen, improve, maintain, and repair them, provided the municipal corporation first consents by resolution of its legislative authority, and

WHEREAS, the legislative authority of the VILLAGE has granted its consent to the Director to perform maintenance pursuant to the specifications of this Agreement on the state highways within the its corporate limits, and

WHEREAS, it is in the interest and safety of the traveling public and it serves to manage public resources of ODOT and VILLAGE in an efficient manner that ODOT perform maintenance on State Route 49 within the VILLAGE.

NOW THEREFORE, it is agreed by the parties as follows:

1. OBLIGATIONS OF ODOT

- 1.1 ODOT will widen the Northeast pavement radius to accommodate truck turning movements at the SR 49 / West Canal Street intersection within the VILLAGE's corporate limits.

3. OBLIGATIONS OF THE VILLAGE

- 3.1 The Village grants ODOT the right to use and occupy the right-of-way in and abutting the section of State Route 49 herein described for the purpose of maintenance operations.
- 3.2 The VILLAGE shall regularly inspect State Route 49 and promptly inform ODOT of any needed maintenance which would affect the safety of the traveling public.

4 **TERM OF AGREEMENT**

- 4.1 This Agreement shall commence on date of last signature and shall expire December 31, 2025.
- 4.2 This Agreement may be terminated by either party giving thirty (60) days written notice to the other party.

5. **GENERAL PROVISIONS**

- 5.1 This Agreement shall be to the benefit of and be binding upon the respective parties herein, their successors and assigns.
- 5.2 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 contract, then an amendment shall be drawn, approved and executed in the same manner as the original agreement.
- 5.3 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.
- 5.4 The State of Ohio and ODOT are self-insured.
- 5.5 ODOT is hereby released from any and all liability for damage or injury received by the VILLAGE, its employees, agents or subcontractors while performing tasks, duties, work or responsibilities as set forth in this Agreement.
- 5.7 If the VILLAGE 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.
- 5.8 ODOT and VILLAGE 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.
- 5.9 Ohio Ethics Law: The VILLAGE 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.

6. **NOTICE**

6.1 Notices under this agreement shall be directed as follows:

VILLAGE of Antwerp
503 W. River, Box 1046
Antwerp, Ohio 45813

Ohio Department of Transportation
1885 North McCullough Street
Lima, Ohio 45801

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.

7.2 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 remainder of this page is left blank intentionally)

The Parties hereunto have caused this agreement to be executed by officials thereunto duly authorized as of the day and year last written below.

VILLAGE OF Antwerp

By: Jan Reeb

Printed Name: JAN REEB

Title: MAYOR

Date: 6-11-25

STATE OF OHIO

Department of Transportation

By: Pamela Boratyn CAH

Pamela Boratyn, Director

Date: 05/21/2025

For Use by Office of Chief Legal
Counsel Only:

Date: