

**ORDINANCE NUMBER 2019-17**

AN ORDINANCE APPROVING THE RENEWAL TERMS OF A WATERLINE EASEMENT WITH THE STATE OF OHIO, AUTHORIZING THE MAYOR TO EXECUTE SAID EASEMENT, AND DECLARING AN EMERGENCY.

WHEREAS, Village of Apple Creek waterlines traverse property owned by the State of Ohio in the vicinity of Apple Creek Cemetery; and

WHEREAS, the prior easement agreement regarding these waterlines expires on November 24, 2019; and

WHEREAS, in the interests of public health, safety and welfare Village Council desires to renew said easement in accordance with the terms and conditions of that easement attached hereto as Exhibit "A";

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Apple Creek, Ohio, that:

**SECTION ONE:**

The terms, conditions and content of that State of Ohio Easement regarding Village owned waterlines traversing State of Ohio land in the vicinity of Apple Creek Cemetery, as attached hereto as Exhibit "A", are approved by Village Council.

**SECTION TWO:**

The Mayor is hereby authorized to execute said easement on behalf of the Village of Apple Creek.

**SECTION THREE:**

The Village shall pay, per the request of the State of Ohio, the sum of \$4,735.10 for extension of said easement.

**SECTION FOUR:**

This Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately from and after its passage. The reason for the emergency lies in the fact that this Ordinance is necessary for the immediate preservation of public health, safety and welfare.

**SECTION FIVE:**

All prior Ordinances which conflict with the provisions of this Ordinance are hereby repealed to the extent that they are in conflict herewith.

**SECTION SIX:**

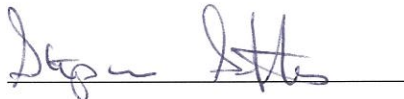
If any provision of this Ordinance, or the application thereof to any person or circumstance, is held invalid, the invalidity does not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions are severable.

VOTE TO SUSPEND RULES: Yeas 6 Nays 0

VOTE ON EMERGENCY ORDINANCE: Yeas 6 Nays 0

PASSED: November 4, 2019. Yeas 6 Nays 0

ATTEST:

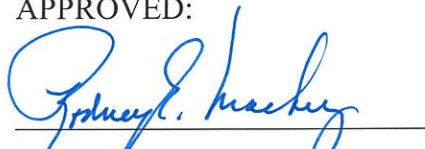


President of Council



Fiscal Officer

APPROVED:



Rodney Mackey, Mayor

**STATE OF OHIO EASEMENT**

This Agreement (hereinafter referred to as "Agreement"), dated as of \_\_\_\_\_, 2019, is made and entered into by and between the State of Ohio, acting by and through the Department of Administrative Services, General Services Division, Office of Real Estate and Planning, 4200 Surface Road, Columbus, Ohio 43228-1395, the Grantor (hereinafter referred to as "State"), for and on behalf of The Ohio State University (hereinafter referred to as "Agency"), and the Village of Apple Creek, Ohio, a body politic duly formed and existing under the laws of the State of Ohio (hereinafter referred to as "Grantee"), having its principal place of business located at 63 East Main Street, Apple Creek, Ohio 44606, pursuant to the provisions of Section 123.01(A)(5) of the Ohio Revised Code.

**RECITALS**

**WHEREAS**, State is the owner, in fee simple, of the land described in Exhibit "A" attached hereto and made a part hereof and more particularly depicted in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as "Easement Area"). Further reference is made to DAS File No. 1233 on file with the State; and

**WHEREAS**, Grantee desires to obtain from State an easement in order to permit the installation, construction, reconstruction, use, operation, maintenance, repair, replacement, removal, servicing and improvement of one (1) six inch (6") underground water utility pipeline and one (1) eight inch (8") underground water utility pipeline upon the Easement Area; and

**Commented [KC1]:** This needs to be validated with the Village. The exhibit shows three easement areas. There are only two referenced here.

**WHEREAS**, Agency requested the State prepare this Agreement.

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**I. USE OF PREMISES.**

State does hereby grant a non-exclusive easement unto Grantee to be used solely to install, construct, reconstruct, use, operate, maintain, repair, replace, remove, service and improve in, on, over, under, across, through and upon the Easement Area one (1) six inch (6") underground water utility pipeline and one (1) eight inch (8") underground water utility pipeline (collectively, hereinafter referred to as "Improvement"). On or before the Expiration Date (as defined below) or earlier if this Agreement is terminated pursuant to the provisions hereof, Grantee shall remove, or cause the removal of, all component parts of the Improvement and restore the ground to its original condition at its own cost and expense, unless the parties agree otherwise in writing.

**II. TERM.**

The term of this Agreement shall be for twenty-five (25) years, commencing on November 25, 2019 (hereinafter referred to as "Commencement Date"), and expiring on November 24, 2044 (hereinafter referred to as "Expiration Date"), unless earlier terminated pursuant to a subsequent agreement between the parties or in accordance with the provisions of Paragraph X hereof.

**III. CONSIDERATION.**

Grantee shall pay to Agency the total sum of Four Thousand Seven Hundred Thirty-Five and 10/100 Dollars (\$4,735.10) in consideration of State's granting an easement, Three Thousand Five Hundred and 00/100 Dollars (\$3,500.00) Agency administrative fee plus a market value of One Thousand Two Hundred Thirty-Five and 10/100 Dollars (\$1,235.10). Grantee shall tender such payment payable to the "Treasurer, State of Ohio" to Agency upon delivery to Grantee of a fully executed counterpart of this Agreement.

**IV. CONSTRUCTION/MAINTENANCE.**

- (A) Grantee agrees that the Improvement shall be installed, constructed, reconstructed, used, operated, maintained, repaired, replaced, removed, serviced and improved at all times in accordance with all local, state or federal laws, rules and regulations and applicable industry guidelines, including compliance with all applicable Equal Employment Opportunity laws. If no such laws, rules, regulations or industry guidelines are applicable to the Improvement, then responsible engineering practices shall be the control.
- (B) If the surface of the ground in the Easement Area is disturbed at any time, Grantee shall provide necessary fill, re-sod or re-seed any grassed areas, and make such repairs and replacements for a period of not less than one (1) year after the date of such disturbance as may be needed to restore the ground to its former condition or pay State for all damages caused thereto.
- (C) Grantee shall notify State immediately when any installation belonging to a party other than Grantee, or any unusual condition, is encountered in the Easement Area.
- (D) Grantee shall prior to the commencement of any work permitted hereunder obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc. required by law with respect to said work or the Improvement.
- (E) State or Agency may locate, relocate, install, construct, reconstruct, maintain, operate, repair, remove, use and place property improvements in, on, over, under, across, through and upon the Easement Area, so long as State's or Agency's improvements do not unreasonably impair the strength of or unreasonably interfere with Grantee's ability to use the Easement Area and maintain its Improvement.
- (F) Grantee shall comply with the provisions of Chapter 4115 of the Ohio Revised Code, Prevailing Wage Requirements, as applicable.
- (G) Grantee shall maintain and repair its Improvement at its own cost and expense on a continuous and ongoing basis for the term of this Agreement. Any maintenance and repairs shall be performed in a good and workmanlike manner.

**V. LIABILITY.**

Grantee shall indemnify and hold State harmless, so far as permitted by Ohio law, from any claims, demands, causes, actions and damages arising out of any act, omission or neglect by Grantee or

any of its successors, assigns, agents, servants, employees, contractors, subcontractors and invitees ensuing from or in connection with Grantee's occupation and use of the Easement Area and operation or maintenance of the Improvement. Nothing contained herein shall be deemed to be a waiver by State of any legal or factual defenses, which State may enjoy.

The provisions of this Paragraph V shall survive the expiration or termination of the term of this Agreement.

**VI. INSURANCE.**

At all times during the term of this Agreement, Grantee shall maintain adequate reserves and funding to compensate for bodily injury, personal injury, wrongful death and property damage or other claims including defense costs and other loss adjustment expenses arising out of or related to the Easement Area. At State's request, Grantee shall provide written proof to assure that the appropriate levels of financial responsibility are being retained. Failure to comply with this clause shall constitute a default of this Agreement.

**VII. MECHANIC'S LIENS.**

- (A) Nothing contained in this Agreement shall be construed as constituting State's consent, express or implied, to or for the performance of any labor or services or furnishing of any materials for the installation, construction, reconstruction, usage, operation, maintenance, repair, replacement or improvement of the Easement Area or any portion thereof or the Improvement or any portion thereof.
- (B) Grantee shall not allow any liens or encumbrances to be filed against the Easement Area, or any portion thereof, other than (i) liens created by or resulting from any act or status of State or failure by State to perform any obligation not required to be performed by Grantee hereunder, or (ii) liens created by or resulting from any act or status or failure to act by Grantee to which State shall have expressly consented in writing. If such a lien or encumbrance is placed of record against the Easement Area, or any portion thereof, Grantee shall, within thirty (30) days after receiving notice thereof, remove or discharge same or bond off such lien or encumbrance.

**VIII. TAXES/ASSESSMENTS.**

If as a result of this Agreement any taxes and/or assessments, whether general or special, ordinary or extraordinary, unforeseen or foreseen, of any kind or nature whatsoever, shall be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on the Easement Area and/or the Improvement, Grantee shall be fully responsible for and shall pay same before any fine, penalty, interest or costs may be added thereto, or become due or be imposed by operation of law for the nonpayment thereof.

**IX. ASSIGNMENT.**

Grantee may not assign or transfer this Agreement, in whole or in part, without the prior written consent of the State, whose consent may be withheld for any reason. Should consent to any such assignment be approved, Grantee shall notify the Agency. Any approved assignment or transfer

shall not relieve Grantee of its obligations and duties under the terms, covenants and conditions of this Agreement. Grantee shall cause any assignee or transferee to expressly assume, and by reason of such assignment or transfer shall be deemed as having assumed, all of the obligations and duties of Grantee hereunder.

**X. TERMINATION.**

This Agreement may be terminated by State upon ninety (90) days' notice given to Grantee if the Easement Area, or any portion thereof, is needed by State for any public or quasi-public use or purpose. On or before the date stated in such notice of termination, Grantee shall remove, or cause the removal of all component parts of the Improvement and restore the Easement Area to its original condition, at its own cost and expense, if State so requests. Grantee shall have no claim against State for the value of any unexpired portion of the original term of this Agreement or for the Improvement. Upon termination of this Agreement, State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.

This Agreement may be terminated at any time by Grantee by delivering written notice to State and Agency setting forth the date Grantee intends to terminate. Upon either the voluntary termination of this Agreement, or the end of the term hereof, Grantee shall remove all of the Improvement prior to termination, at its own cost and expense, if State so requests, and shall restore the Easement Area to its original condition, unless otherwise agreed to in writing by State and Agency. Grantee's obligations hereunder shall continue until such time as the Improvement is fully removed and the Easement Area fully restored as required herein, notwithstanding the stated date of termination in the notice provided by Grantee, or in the Agreement. Failure to remove the Improvement shall not be considered an extension of the term of the Agreement. No portion of any consideration paid pursuant to the terms of the Agreement will be refunded to Grantee.

**XI. DEFAULT.**

- (A) State may find Grantee in default of this Agreement when any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided: (i) Grantee's failure to make any payment required to be paid by Grantee when the same shall become due and payable or (ii) Grantee's failure to perform or observe any other covenant, term, or condition herein contained on Grantee's part to be performed or observed.
- (B) If the State finds Grantee to be in default under Paragraph XI(A), Grantee must cure such default within fifteen (15) days after the giving of notice to Grantee by State of such failure. If Grantee proceeds to promptly and continuously cure the same default with due diligence, then upon receipt by State of notice from Grantee stating the reason that such default cannot be cured within fifteen (15) days and stating that Grantee is proceeding with due diligence to cure such default, the State may extend such time within which such default may be cured for such period as may be necessary to complete the curing of same with due diligence.
- (C) If Grantee fails to cure such default, then State may give to Grantee, at State's option, a notice of election to terminate this Agreement upon the date specified in such notice, which date shall not be less than ten (10) days after the date of such notice, and upon the date specified in such notice the term of this Agreement shall expire and terminate as fully and

completely and with the same effect as if such date were the Expiration Date, and all rights of Grantee shall thereupon expire and terminate, and Grantee shall remove or cause the removal of the Improvements and restore the Easement Area to its original condition at its own cost and expense, if State so requests.

- (D) Upon termination of this Agreement, State shall have the immediate right to re-enter and repossess all or any portion of the Easement Area.
- (E) Upon the termination of this Agreement by reason of the happening of any event of default specified in this Paragraph XI, or in any other manner or circumstances whatsoever pursuant to legal process, by reason of or based upon or arising out of the occurrence of any such event of default under this Agreement, Grantee shall pay to Agency all sums required to be paid by Grantee up to the time of such termination.

**XII. RECORDATION.**

At its expense and within thirty (30) days of its receipt, Grantee shall present for recording a fully executed Agreement in accordance with Chapter 5301 of the Ohio Revised Code in the office of the County where the Easement Area is located. Grantee shall do likewise with respect to any addendum to this Agreement which may be entered into hereafter by the parties. As proof of recording, Grantee shall promptly return a copy of the recorded Agreement to the State.

**XIII. RIGHTS CUMULATIVE.**

All rights and remedies of State enumerated in this Agreement shall be cumulative and, except as specifically contemplated otherwise by this Agreement, none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised or enforced concurrently and all obligations, rights or remedies shall survive formal termination of this Agreement.

**XIV. WAIVER.**

The waiver by State of, or the failure of State to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of any payment hereunder by State shall not be deemed to be a waiver of any preceding breach by Grantee of any term, covenant or condition of this Agreement.

**XV. NOTICES, DEMANDS OR INSTRUMENTS.**

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given when hand-delivered or sent by U.S. certified mail, return receipt requested, postage prepaid,

(a) with respect to State, addressed to:  
Ohio Department of Administrative Services  
General Services Division  
Office of Real Estate and Planning  
4200 Surface Road  
Columbus, Ohio 43228-1395  
Attention: Administrator

(b) with respect to Agency, addressed to:  
The Ohio State University  
Planning, Architecture and Real Estate  
1534 North High Street  
Columbus, Ohio 43201  
Attention: Real Estate Administrator

and,

(c) with respect to Grantee, addressed to:  
Village of Apple Creek, Ohio  
63 East Main Street  
P.O. Box 208  
Apple Creek, Ohio 44606  
Attention: Village Solicitor

Each party shall have the right from time-to-time to specify as its address for purposes of this Agreement any other address in the United States of America upon giving not less than fifteen (15) days' notice thereof, similarly given, as provided for in this paragraph.

**XVI. MODIFICATIONS.**

This Agreement may not be changed, modified or discharged except by a writing signed by duly authorized representatives of both State and Grantee.

**XVII. GOVERNING LAW.**

This Agreement shall be governed by and interpreted under the laws of the State of Ohio. Any action or proceeding arising out of the terms of this Agreement shall be brought only in a court of competent jurisdiction located in Franklin County, Ohio.

**XVIII. HEADINGS.**

The headings to the various paragraphs and exhibits to this Agreement have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Agreement.



**XIX. CAMPAIGN CONTRIBUTIONS & ETHICS COMPLIANCE.**

Grantee hereby certifies that neither Grantee nor any of Grantee's partners, officers, directors, shareholders, nor the spouse of any such person have made contributions in excess of the limitations specified in Section 3517.13 of the Ohio Revised Code.

Grantee, by signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, is currently in compliance and will continue to adhere to the requirements of such laws and will take no action inconsistent with those laws.

**DRAFT**

**Intentionally Left Blank**

The terms of the within State of Ohio Easement are accepted and agreed to by The Ohio State University.

By: \_\_\_\_\_  
Keith A. Myers, Vice President  
Planning, Architecture and Real Estate

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

File No. 1233  
OSU

**IN WITNESS WHEREOF**, the parties, by their duly authorized representatives, have executed and delivered this Agreement as of the date first set forth above.

GRANTOR  
The STATE OF OHIO

By: \_\_\_\_\_  
Director of Administrative Services or  
Signatory Designee  
Statutory Agent, RC 123.01(A)(5)

**ACKNOWLEDGMENT**

State of Ohio, Franklin County, ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared \_\_\_\_\_, who acknowledged that the foregoing document is being executed for and on behalf of the Department of Administrative Services, acting on behalf of the State of Ohio, that the same is his/her own and the Department of Administrative Services' free and voluntary act and deed and that he/she is duly authorized to enter into said document for and on behalf of the Department of Administrative Services.

\_\_\_\_\_  
Notary Public, State of Ohio  
My Commission Expires: \_\_\_\_\_

File No. 1233  
OSU

GRANTEE  
Village of Apple Creek, Ohio  
an Ohio Body Politic

By: \_\_\_\_\_  
Rodney Mackey

Title: Mayor

ACKNOWLEDGMENT

State of Ohio, Wayne County, ss:

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared Rodney Mackey, Mayor of the Village of Apple Creek, Ohio, an Ohio body politic, who acknowledged that he executed the foregoing State of Ohio Easement for and on behalf of the Village of Apple Creek, Ohio and that the same is his and the Grantee's free and voluntary act and deed, and that he is duly authorized to execute the same on behalf of the Village of Apple Creek, Ohio.

\_\_\_\_\_  
Notary Public, State of Ohio  
My Commission Expires \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Jeffrey D. Musselman, Solicitor  
Village of Apple Creek, Ohio

This State of Ohio Easement prepared by:  
Ohio Department of Administrative Services  
General Services Division  
Office of Real Estate and Planning  
4200 Surface Road  
Columbus, Ohio 43228-1395  
Phone No. (614) 387-6049

**EXHIBIT "A"**

LEGAL DESCRIPTION OF EASEMENT AREA

Situate in the State of Ohio, County of Wayne, Township of East Union and in the Village of Apple Creek being a part of the Northeast Quarter of the Northwest Quarter of Section 28, Township 16, Range 12, Congress Lands by the Greenville Treaty, North of the Old Seven Ranges, Ohio River Survey, also being a part of Outlot No. 14, Village of Apple Creek, also being a parcel out of those lands conveyed to the State of Ohio (APN 28-00466.000) by Deed of Record in Deed Book 206, Page 371, Recorder's Office, Wayne County, Ohio, being three (3) Twenty (20) foot wide easements across the State of Ohio, Apple Creek Developmental Center lands, and being more particularly described as follows:

Being bounded on the West by Cemetery Street, Village of Apple Creek Lot No. 79, Grange Street and a part of Outlot No. 15; on the South by Outlot No. 15; on the East by the Apple Creek Corporation Line and on the North by the East Union Township Cemetery and the Village of Apple Creek lands:

The easements being three (3) strips of land, twenty (20) feet wide, being ten (10) feet on each side of the hereinafter described centerlines:

Easement 1:

Beginning at a point on the West Boundary of the Apple Creek Developmental Center, the West line of said Outlot No. 14 and the East Right-of-Way line of Cemetery Street, said point also being south 196.0 feet along said Right-of-Way line from the northwesterly corner of said Outlot No. 14 and said Apple Creek Developmental Center lands;

Thence Northeasterly 254 feet, to a point on the North boundary of said Apple Creek Developmental Center lands, the North line of said Outlot No. 14 and the terminus of the aforescribed easement, said point also being East 176 feet of the easterly Right-of-Way line of said Cemetery Street.

Easement 2:

Beginning at a point on the North line of said Outlot No. 14 and the South boundary of said Village of Apple Creek, said point being Easterly 245 feet from the East Right-of-Way of Cemetery Street;

Thence, with the centerline of the herein described easement South 21° 05'30" East, 309.6 feet to a point on the north line of the Southwest Part of Outlot No. 14 (APN 28-00467.000), said point being South 79° 15' 37" West, 122.0 feet from the northeast corner of said Outlot No. 14, and the terminus of the aforescribed easement.

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF EASEMENT AREA**

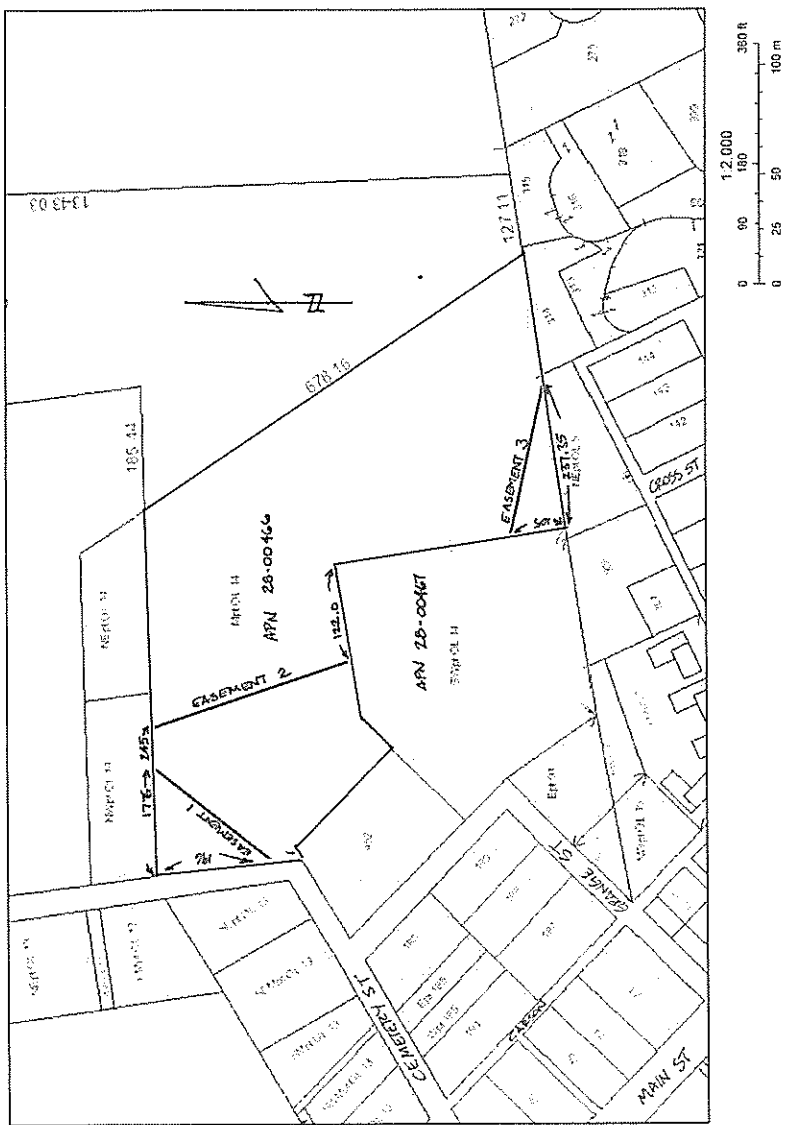
(Continued)

**Easement 3:**

Beginning at appoint on the east line of said Southwest Part of Outlot No. 14 (APN 28-00467.000), said point being North 10° 40' 45" West, 105.0 feet from the southeast corner of said Southwest Part of Outlot No. 14 (APN 28-00467.000),

Thence, with the centerline of the herein described easement South 76° 56' 00" East, 259.3 feet to a point on the South boundary of said Apple Creek Developmental Center lands and the North boundary of said Outlot No. 15, said point also being North 79° 11' 11" East, 237.35 feet from the southeast corner of said Southwest Part of Outlot No. 14 (APN 28-00467.000), and the terminus of the aforescribed easement. The total area for all 3 easements is 0.37 acres, more or less.

**EXHIBIT "B"**  
**SURVEY OF EASEMENT AREA**



**ORDINANCE NUMBER 2019-16**

AN ORDINANCE GRANTING THE VILLAGE CHIEF OF POLICE THE  
AUTHORITY TO CONTRIBUTE VARIOUS UNCLAIMED PERSONAL PROPERTY  
TO PUBLIC AGENCIES OR NONPROFIT ORGANIZATIONS.

WHEREAS the Apple Creek Police Department has come into possession of certain personal property in the normal course of its operations which has remained unclaimed more than ninety (90) days; and

WHEREAS Ohio Revised Code Section 737.32 permits a municipal corporation to adopt legislation to authorize the Chief of Police to contribute such personal property that is unclaimed for ninety (90) days or more to public agencies and/or certain non-profit organizations, and

WHEREAS, Village Council has determined that it would be in the best interest of the Village to authorize the Chief of Police to contribute unclaimed personal property to one or more non-profit organizations and/or public agencies in accordance with Section 737.32 of the Ohio Revised Code.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF APPLE CREEK, OHIO, THAT:

**SECTION ONE.**

The Apple Creek Chief of Police is given the authority to dispose of unclaimed personal property, pursuant to Section 737.32 of the Ohio Revised Code, if the property is not required to be disposed of pursuant to another section of the Ohio Revised Code, and it has been determined that the costs of sale would outweigh the benefits of sale.

**SECTION TWO.**

Any such contributions shall be made to one or more public agencies and/or one or more nonprofit organizations, as defined in Section 737.32 of the Ohio Revised Code

**SECTION THREE.**

The Apple Creek Chief of Police may periodically submit to Council a request for a Resolution to dispose of unclaimed personal property in the Police Department's possession pursuant to Section 737.32 of the Ohio Revised Code. Said request shall include a schedule of personal property he or she wishes to contribute to a public agency and/or nonprofit organization. Said statement shall further include averments that the personal property: has been unclaimed for a period exceeding ninety (90) days notwithstanding reasonable efforts to locate the lawful owner; is unsuitable for sale as provided in Ohio Revised Code Section 737.32, and/or that the costs of sale would outweigh the benefits of sale; that said personal property is not required to be disposed of pursuant to another section of the Ohio Revised Code; and that a more appropriate and community-oriented disposition of the property would result from donation of said property to one or more public agencies and/or one or more nonprofit organizations.

**SECTION FOUR:**

All prior Ordinances and parts of Ordinances which conflict with the provisions of this ordinance are hereby repealed to the extent that they are in conflict herewith.


**SECTION FIVE:**

This Ordinance shall go into effect at the earliest date allowable by law.

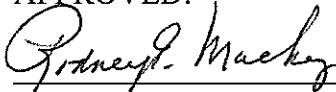
PASSED:	First Reading	<u>October 21, 2019</u>
	Second Reading	<u>November 4, 2019</u>
	Third Reading	<u>November 18, 2019</u>

ATTEST:

  
\_\_\_\_\_  
President of Council

  
\_\_\_\_\_  
Fiscal Officer

APPROVED:

  
\_\_\_\_\_  
Rodney Mackey, Mayor



**ORDINANCE NUMBER 2019- 15**

AN ORDINANCE CONSENTING TO BRIDGE REPLACEMENT OVER  
SPRING RUN CREEK ON US 250, AND DECLARING AN EMERGENCY.

WHEREAS, Village Council has determined it in the best interests of the public health, safety and general welfare to consent to replacement of the bridge on US 250 over Spring Run Creek, (Project Name WAY US 0250 19.26), presently scheduled for the summer 2020 construction season;

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Apple Creek, Ohio, that:

**SECTION ONE:**

This Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately from and after its passage. The reason for the emergency lies in the fact that this Ordinance is necessary for the immediate preservation of public health, safety and welfare and to expedite the highway project and to promote highway safety.

**SECTION TWO:**

Being in the public interest, the Village gives consent to the Director of Transportation to complete the project named: WAY US 0250 19.26, PID No. 102770.

**SECTION THREE:**

The Village shall cooperate with the Director of Transportation in the above described project as follows:

1. The Village gives consent for the above improvement;
2. No funds are required from the Village except that the Village agrees to assume and bear one hundred percent (100%) of the total cost for added construction items requested by the Village and not necessary for the improvement as determined by the State and the Federal Highway Administration.

**SECTION FOUR:**

The Village will maintain the right-of-way and keep it free of obstructions, and hold said right-of-way inviolate for public highway purposes.

**SECTION FIVE:**

If Village owned utilities, within a corporation limit or in a private easement outside corporation limits, need to be relocated due to this ODOT project, the village will be reimbursed for any relocation work; ODOT will perform the coordination, relocation, and reimbursement which shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

If other public and private utilities need to be relocated due to this ODOT project they will not be reimbursed for relocation; with exceptions due to an easement, etc.

**SECTION SIX:**

The Mayor of said Village of Apple Creek is hereby empowered on behalf of the Village of Apple Creek to enter into contracts and agreements with the Director of Transportation necessary to complete the above described project.

**SECTION SEVEN:**

All prior Ordinances and Resolutions, and parts of Ordinances and Resolutions, which conflict with the provisions of this ordinance are hereby repealed to the extent that they are in conflict herewith.

**SECTION EIGHT:**

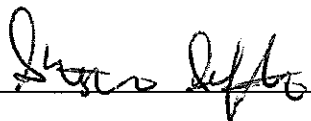
This Ordinance shall go into effect at the earliest date allowable by law.

VOTE TO SUSPEND RULES:                      Yeas   5   Nays   0  

VOTE ON EMERGENCY ORDINANCE: Yeas   5   Nays   0  

PASSED: October 7, 2019.                      Yeas   5   Nays   0  

ATTEST:

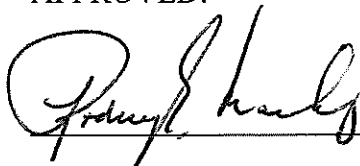
  
\_\_\_\_\_

President of Council

  
\_\_\_\_\_

Fiscal Officer

APPROVED:

  
\_\_\_\_\_

Rodney Mackey, Mayor