



# ROSS TOWNSHIP RESOLUTION

## RESOLUTION NUMBER 2014-038

RESOLUTION ENTERING INTO AN AGREEMENT WITH THE STATE OF OHIO,  
DEPARTMENT OF TRANSPORTATION TO COLLABORATE ON A SHARED SALT  
STORAGE FACILITY FOR WINTER SNOW AND ICE OPERATION AT 3133  
HAMILTON CLEVES ROAD

WHEREAS, Ross Township desires to collaborate on a shared salt storage facility for winter snow and ice operation with the State of Ohio, Department of Transportation; and

WHEREAS, the State of Ohio, Department Of Transportation desires to collaborate on a shared salt storage facility for winter snow and ice operation with Ross Township.

BE IT RESOLVED, by the Trustees of Ross Township, Butler County, Ohio, as follows:

### SECTION 1-A:

That the Board hereby enters into an agreement with the State of Ohio, Department Of Transportation to collaborate on a shared salt storage facility for winter snow and ice operation at 3133 Hamilton Cleves Road, substantially in the form of the agreement attached hereto as Exhibit "A", subject to modifications approved by the Township Legal Council on terms not adverse to the Township.

### SECTION 2:

This resolution shall take effect on June 19, 2014 following the filing of this resolution with the Ross Township Fiscal Officer.

### SECTION 3:

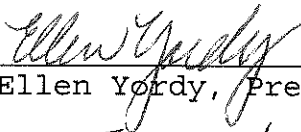
It is hereby determined that all formal actions of the Board of Trustees relating to the adoption of this Resolution were taken in an open meeting of the Board of Township Trustees and that all deliberations of such Board of Trustees were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

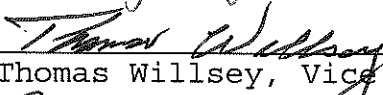
### INTRODUCTION AND VOTE RECORD:

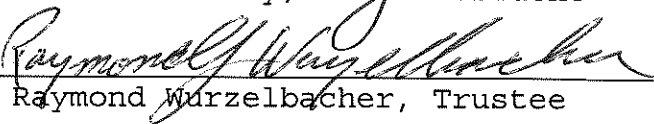
Trustee Yordy introduced the foregoing Resolution and moved its adoption, Trustee Willsey seconded the Motion. The roll being called upon the question of adoption of the Resolution by the Township Fiscal Officer, the vote resulted as follows:

Trustees: Willsey AYE Wurzelbacher AYE Yordy AYE

Adopted at the meeting of the Ross Township Board of Trustees this 19<sup>th</sup> day of June, 2014.

  
\_\_\_\_\_  
Ellen Yordy, President

  
\_\_\_\_\_  
Thomas Willsey, Vice President

  
\_\_\_\_\_  
Raymond Wurzelbacher, Trustee

**AUTHENTICATION**

This is to certify that this resolution was duly adopted by the Board of Trustees, and filed with the Ross Township Fiscal Officer, this 19<sup>th</sup> day of June, 2014.

  
\_\_\_\_\_  
Judy Huffman  
Ross Township Fiscal Officer

THE REMAINDER OF THIS PAGE INTENTIONALLY

**ODOT AGREEMENT NO. 18559**

**AGREEMENT BETWEEN  
THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION  
AND  
ROSS TOWNSHIP  
FOR A SHARED SALT STORAGE FACILITY FOR WINTER SNOW AND ICE OPERATION**

This Agreement ("Agreement") is made and entered into by and between the Ohio Department of Transportation ("ODOT"), having an address of 505 S. State Route 741, Lebanon, Ohio 45036 and Ross Township ("Township"), having an address of 3133 Hamilton Cleves Road, Hamilton, Ohio 45013. Either may also be referred to individually as "Party," and when referred to collectively, "Parties."

In consideration of the promises set forth in this Agreement, which constitute bargained for and valuable consideration, and intending to be bound thereby, the parties agree as follows:

**SECTION 1 - TERM**

- a. This Agreement shall take effect upon execution by both parties, and shall continue in force and effect for 99 years from the date of execution of this agreement.
- b. Either party may terminate this agreement with cause and written notification to the other party with at least 18 months notification for demobilization and relocation. Cause shall include a lack of funds, relocation of the facility, or intent to no longer use the facility.

**SECTION 2 - PURPOSE**

- a. The Director of the Department of Transportation is authorized to remove snow and ice from state highways and make all contracts necessary to enable such removal in accordance with Section 5501.40 of the Ohio Revised Code.
- b. The PURPOSE of this Agreement is to identify the responsibilities of the Parties in connection to the construction of a new 2000 ton Salt Structure ("Facility") at the Ross Township Maintenance Facility, 3133 Hamilton Cleves Road, Hamilton, Ohio, 45013. This Facility shall be used to further ODOT's snow and ice responsibilities.
- c. ODOT shall construct the Facility according to standard ODOT practices.
- d. The Parties agree to share the construction cost of the Facility. The construction cost shall include all costs associated with construction including materials and labor. ODOT shall pay 50% of the total cost of construction and the Township shall pay 50% of the total cost of construction.
- e. The Parties agree to share the maintenance cost of the Facility. Each party shall be responsible for 50% of the maintenance costs.

**SECTION 3 - ODOT'S OBLIGATION**

- a. ODOT shall coordinate its loading of salt at the Facility with Township.
- b. ODOT shall replenish all the salt at the Facility and invoice Township at the end of the winter season in May for salt usage at current contract price.
- c. ODOT shall be responsible for loading salt for ODOT use, using ODOT trucks and loader.

SECTION 4 - ROSS TOWNSHIP'S OBLIGATION

- a. The Township shall allow ODOT to store salt at the Facility.
- b. The Township salt usage shall be measured and monitored by ODOT and disclosed to the Township as requested.
- c. Township shall provide an enclosed storage for ODOT's loader at the Facility during winter operations.
- d. Township shall provide electricity and other utility services to the Facility at no charge to ODOT. This Agreement does not oblige ODOT to install additional utility service.
- e. Township shall allow ODOT to have unrestricted access to the Facility at all times during the term of this Agreement, subject only to ODOT's obligation to coordinate its loading of salt at the Facility with Township. Township shall not unreasonably deny or delay ODOT's access to the salt stored at the Facility or deny ODOT access to ODOT's loader stored at the Facility.
- f. Township shall not charge ODOT any rent, service charge, utility fee, or other fee in exchange for Township's performance of the obligations in this Agreement. Township understands and agrees that ODOT obligations listed in this Agreement shall be Township's exclusive compensation.

SECTION 5 - LIABILITY AND DAMAGES

- a. ODOT agrees that it shall be responsible for any damage done to the Facility that is caused by the negligent action of ODOT. ODOT shall not be responsible for damage to the Facility that is attributable to normal depreciation or wear and tear due to the ODOT's use of the Facility.
- b. Township agrees that it shall be responsible for any damage done to the ODOT loader stored at the Facility, or other ODOT equipment used at the Facility, that is caused by negligence of the Township. The Township shall not be responsible for damage to ODOT's loader stored at the Facility or other ODOT equipment used at the Facility that is attributable to normal depreciation or wear and tear of the loader or other ODOT equipment.

SECTION 6 - OTHER PROVISIONS

- a. This agreement constitutes the entire agreement between the parties, and any changes or modifications to this Agreement shall be made and agreed to by both ODOT and Township in writing.
- b. This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio. Any provision of this Agreement that is prohibited by the laws of the State of Ohio shall be deemed void and of no effect, leaving the remaining provisions intact.
- c. Notices shall be sent, or otherwise delivered, to the following persons:

ODOT  
District 8  
505 South S.R. 741  
Lebanon, Ohio 45036  
Attn: John Burnie

ROSS TOWNSHIP  
Administration Office  
3133 Hamilton Cleves Road  
Hamilton, Ohio 45013  
Attn: Robert W. Bass

- d. All financial obligations of the State of Ohio, as provided in this Agreement, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the encumbering agency.
- e. The failure of either Party to enforce at any time any of the provisions of this Agreement or to require at any time performance by the other Party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part hereof, or the right of such Party thereafter to enforce each and every provision.
- f. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- g. The headings and subheadings of the clauses of this Agreement are for convenience and ease of reference and do not expand or limit the scope of their respective clauses.
- h. Neither Party shall be liable for any delays or failures in performance due to circumstances beyond its respective control, and which by the exercise of reasonable diligence either party is unable to prevent.
- i. Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by their respective Party to execute this Agreement on such Party's behalf.

**IN WITNESS WHEREOF**, the parties hereunto have caused the agreement to be duly executed in duplicate as of the last day and year written below.

**STATE OF OHIO**  
**DEPARTMENT OF TRANSPORTATION**

**ROSS TOWNSHIP**

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

By: \_\_\_\_\_  
Trustee                                      Date

By: \_\_\_\_\_  
Trustee                                      Date

By: \_\_\_\_\_  
Trustee                                      Date