

RESOLUTION NO. 2018 - 01

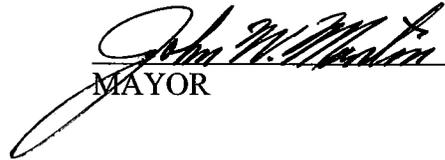
A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING  
WITH THE BOARD OF COMMISSIONERS OF HURON COUNTY  
RELATIVE TO BIGLOW PARKWAY MAINTENANCE

BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF NEW LONDON, HURON COUNTY, OHIO, AS FOLLOWS

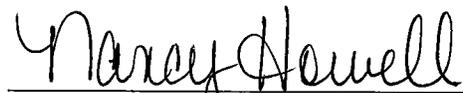
Section 1. That this Council approves the Memorandum of Understanding with the Board of Commissioners of Huron County relative to Biglow Parkway maintenance, attached hereto and incorporated herein as if fully rewritten, and authorizes the Village Administrator to execute the same, and to take all actions necessary to comply therewith.

Section 2. That this Resolution shall take effect at the earliest period allowed by law.

PASSED: 1/8/18

  
MAYOR

ATTEST:

  
Fiscal Officer

**RESOLUTION**

**IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF HURON COUNTY COMMISSIONERS AND THE VILLAGE OF NEW LONDON**

Bruce Wilde moved the adoption of the following resolution:

**WHEREAS**, the Board of Huron County Commissioners and the Village of New London desires to have an understanding of responsibilities and funding in place for the maintenance of the Biglow Parkway;  
now therefore

**BE IT RESOLVED**, that the Board of Huron County Commissioners approves of the Memorandum of Understanding with the Village of New London regarding the Biglow Parkway as attached hereto and incorporated herein;  
and further

**BE IT RESOLVED**, that the foregoing resolution was adopted and all actions and deliberations of the Board of Commissioners of the County of Huron, Ohio, relating thereto were conducted in meetings open to the public, in compliance with all applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

Terry Boose seconded the motion. The roll being called upon its adoption, the vote resulted as follows:

<u>Yes</u>	<u>Terry Boose</u> Terry Boose
_____	<u>Absent</u> Joe Hintz
<u>YES</u>	<u>Bruce Wilde</u> Bruce Wilde

**CERTIFICATION**

I do hereby certify that the above is a true and correct copy of the resolution passed by the Board of Huron County Commissioners on 1/18/18 and is recorded in the Commissioners Journal Volume 97.

Vickie Zambra  
Administrator/Clerk

## MEMORANDUM OF UNDERSTANDING

### Premises:

A. On or about May 24, 2005, an Agreement was executed in the names of the State of Ohio, the Village of New London, Huron County, and CSX Transportation, Inc., pertaining to the construction of a Grade Separation, to carry a proposed (but not as yet constructed) "Biglow Parkway" over the CSX Railroad tracks in the Village of New London (hereinafter, the "Agreement").

B. That Agreement provided in part as follows:

"Upon completion of the PROJECT herein contemplated the COUNTY shall at its own cost and expense, maintain, repair and renew, or by agreement with others provide for the maintenance, repair and renewal of the bridge structure and surfaces, approach grades and all highway facilities constructed or changed under the terms of this agreement. \* \* \*"

However, Huron County denies that the person executing the above-mentioned Agreement was authorized by the Board of Commissioners to execute the same and contends that, as such, the Agreement was void *ab initio*.

C. Biglow Parkway, as constructed, connects two State Routes (60 and 162), beginning in New London Township, and ending in the Village of New London, which Routes are generally recognized to be parts of north-south and east-west corridors across Huron County.

D. Biglow Parkway has also frequently been designated by the Ohio Department of Transportation as a portion of an officially designated detour to maintain north-south or east-west traffic when there have been closings of either State Routes 60 or 162.

E. In addition to any alleged contractual obligations (said contractual obligations being specifically denied by Huron County), Huron County may be subject to the requirements of Revised Code Section 5591.02 to "keep in repair all necessary bridges in municipal corporations on all county roads and improved roads that are of general and public utility, running into or through the municipal corporations, and that are not on state highways," to the extent that statute pertains to the Biglow Parkway bridge.

In view of the foregoing, as part of their ongoing desire to work cooperatively for the good of their respective constituents, and while recognizing that each of the undersigned might disagree over the legal implications of the foregoing premises, the undersigned parties have agreed as follows:

1) New London agrees to generally maintain passage of traffic along Biglow Parkway during the continuation of this Memorandum, by which New London commits *only* to conduct snow plowing, to mow grass/weed areas along the roadway, and to effect minimal roadway repairs (e.g., patching occasional chuck holes), with the understanding that New London's annual expenditures for any and all such efforts shall not exceed \$4,000.00. In making this commitment, it is mutually agreed that New London is doing so pursuant to the above-stated contractual provision ("by agreement with others provide for the maintenance, repair"); which is to say, New London is expressly acting to perform some portion of Huron County's stated alleged contractual obligation, and not because New London is otherwise legally required to do so. Further, it is expressly agreed that the fact that New London has voluntarily agreed to

provide such services may not be used as evidence or an admission that New London has any legal obligation to do so.

- 2) Huron County agrees that Huron County will have the ongoing responsibility to maintain, repair and renew the Biglow Parkway bridge structure and ROADWAY surfaces, approach grades and all highway facilities, as may be necessary in the future, beyond the day-to-day maintenance performed by New London, as set forth in Section 1, above.

In reaching this understanding, New London agrees that it will, in the future and if requested by Huron County, apply for grants, loans, or other State or Federal funding and/or express public support for the same by ordinance or resolution and/or join with the County in applying for grants, loans, or other State or Federal funding, to the extent that the same may, in the future, be available, to assist in obtaining outside funding for Huron County to perform its obligations under this Section 2, but all with the express proviso that nothing in this Section shall require New London to commit or expend any additional funds, beyond the commitment set forth in Section 1, above. (However, nothing in this paragraph will prevent New London from paying their commitment amount in cash as set forth in section 1, above, or a portion thereof, as matching funds for any state or federal grants, loans or other funding that may be available to Huron County.)

Each of the undersigned represents that he is duly authorized and empowered to execute this document on behalf of the Village of New London, or the Board of Commissioners of Huron County, respectively.

In Witness Whereof, the parties have executed duplicate originals of this document.

VILLAGE OF NEW LONDON, OHIO

By:

1/22/2018  
Date

BOARD OF COMMISSIONERS OF  
HURON COUNTY, OHIO

By:

1/19/18  
Date