

SPONSOR: EBrown/Wiggins

ORDINANCE NO. 73-09

AN ORDINANCE TO AUTHORIZE THE CITY OF JACKSON, OHIO TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LAWRENCE COUNTY PORT AUTHORITY.

WHEREAS, the City of Jackson is the owner of the railroad bed running generally north from Firebrick, Ohio, at the Jackson County-Lawrence County line to near Richmondale, Ohio; and

WHEREAS, the Lawrence County Port Authority ("Port Authority") is working to obtain the abandoned railroad bed formerly owned by D.T.&I. and located in Lawrence County and Scioto County, Ohio; and

WHEREAS, the Port Authority desires and intends to establish a railroad line over the abandoned railroad bed formerly owned by D.T.&I. and located in Lawrence County and Scioto County, Ohio, and reestablish rail service between Chillicothe, Ohio and the Ohio River; and

WHEREAS, the City of Jackson and the Port Authority desire to investigate the feasibility, and if feasible, to establish rail service between the Ohio River and Chillicothe, Ohio.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JACKSON, STATE OF OHIO, as follows:

Section One. The Mayor of the City of Jackson is hereby authorized and directed to execute a Memorandum of Understanding between the Lawrence County Port Authority and the City of Jackson, Ohio. A copy of the Memorandum of Understanding is attached hereto as Exhibit "A".

Section Two. This Ordinance shall go into effect at the earliest time permitted by law.

Section Three. In is hereby found and determined that all formal actions of this Council relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that the deliberations of this Council that resulted in such formal actions were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Date: 8-24-09

Ronald J. ...
PRESIDENT OF COUNCIL

Terri Brown
CLERK OF COUNCIL

Approved:

Date: 8-24-09

Randy Hunt
MAYOR

Exhibit "A"

MEMORANDUM OF UNDERSTANDING
BETWEEN THE LAWRENCE COUNTY PORT AUTHORITY
AND THE
CITY OF JACKSON, OHIO

This Memorandum of Understanding (“MOU”) is entered into by and between the Lawrence County Port Authority (hereinafter “Port Authority”) and the City of Jackson, Ohio (hereinafter “City”) as of the Effective Date.

Whereas, the City is an Ohio Municipal Corporation organized and existing under the laws of the State of Ohio; and

Whereas, the City is the owner of the railroad roadbed running generally north from Firebrick at the Jackson County-Lawrence County line to Chillicothe, Ohio and which was formerly owned by the D. T. & I. Railroad (“D.T. & I.”); and

Whereas, the Port Authority is organized pursuant to the laws of the State of Ohio, and duly created by resolution of the Lawrence County Commissioners with jurisdiction throughout Lawrence County, Ohio, except for the City of Ironton; and

Whereas, the Port Authority is working to obtain the abandoned railroad roadbed formerly owned by the D.T. & I. and located in Lawrence County and Scioto County, Ohio; and

Whereas, the Parties wish to investigate the feasibility, and if feasible, to reestablish rail service between the Ohio River and Chillicothe, Ohio.

Now, therefore. The Parties do hereby agree as follows:

1. The City and the Port Authority will work together to investigate the feasibility of, and if found to be feasible, to reestablish rail service from the Ohio River to Chillicothe, Ohio utilizing the former D.T. & I. Railroad road bed located in Lawrence County and Scioto County, Ohio and the former D.T. & I. Rail system presently owned by the City *i.e. Entire Railroad System*.
2. The Port Authority will work to obtain title to or the right to use the abandoned D.T. & I. rights-of-way and railroad roadbed in Lawrence County and Scioto County, Ohio for railroad purposes.
3. The Parties propose the new “*Entire Railroad System*” be known as the “Jackson-Lawrence Short Line Railroad System” and the Parties will take such legal action as appropriate to set up a mutually satisfactory organizational structure and management system for the new “*Entire Railroad System*”.
4. In the event the Parties cannot agree upon a common operator or single organization to operate the entire Railroad System, each Party will operate it’s own segment so that traffic on the line can freely interconnect and there shall be no charges for each Party using the other Party’s segment. Further in such event the Parties shall cooperate to minimize each Party’s costs which may arise by failing to have a common operator. *If we are not successful in having one railroad operator operate both lines, there could be transfers fees between the two lines.*

5. The City and the Port Authority will work together to obtain financing and to design, reconstruct and rebuild the above Railroad System from the Ohio River to Chillicothe, Ohio.
6. The City and the Port Authority will work together to obtain inclusion of the Railroad System in the State of Ohio Transportation Plan and to obtain any possible assistance from the U.S. Department of Transportation, the State of Ohio, and the Ohio Rail Commission.
7. The Parties will participate in discussions with the appropriate authorities and other interested parties relating to additional uses of the rail corridor or the rail property including trail, excursion train, passenger service, utility corridor and similar activities.
8. The Port Authority will investigate the preparation of the environmental documentation necessary to rebuild and operate such part of the Railroad System as will be located in Lawrence County and Scioto County, Ohio.
9. The City will investigate the preparation of the environmental documentation necessary to rebuild or upgrade such part of the Railroad System from Firebrick to Chillicothe.
10. *The City of Jackson will not incur any financial obligation unless approved by the Council of the City of Jackson.*
11. The parties agree that, notwithstanding any other provision of this MOU, the authority of the Parties to enter this MOU and the performance of the Parties hereunder, shall be limited by all applicable laws.
12. This MOU shall become effective as of the date of the last signature at the end of this MOU (the "Effective Date"). The term of this MOU is 2 years, unless extended by the Parties by mutual written consent.

In Witness Whereof, the Parties have executed this document the day and year written immediately below.

Date: _____

City of Jackson, Ohio

By: _____

Its: _____

Date: _____

Lawrence County Port Authority

By: _____

Its: _____