A RESOLUTION GIVING CONSENT OF THE CITY FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO REMOVE SNOW AND ICE AND USE SNOW AND ICE CONTROL MATERIAL ON STATE HIGHWAYS INSIDE THE CITY CORPORATE LIMITS AND AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION FOR SNOW AND ICE REMOVAL.

GIVING CONSENT OF THE CITY FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO PERFORM CERTAIN MAINTENANCE AND/OR REPAIR ON STATE HIGHWAYS INSIDE THE CITY CORPORATION AND AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION FOR CERTAIN MAINTENANCE AND/OR REPAIR.

WHEREAS, pursuant to Section 5501.41 of the Ohio Revised Code, the Director of the Ohio Department of Transportation ("ODOT") may, upon consent of the legislative authority of the municipal corporation, remove snow and ice and use snow and ice control material on State Highways within the corporate limits of the municipal corporation; and,

WHEREAS, pursuant to Section 5535.16 of the Ohio Revised Code, the Ohio Department of Transportation ("ODOT") or a political subdivision may provide snow and ice removal on the roads under the control of the State or any political subdivision; and,

WHEREAS, the Director of Transportation, under Section 5511.01 of the Revised Code of Ohio, may, upon the consent of the legislative authority of the municipal corporation, perform maintenance and/or repair on the State Highways within the corporate limits of the municipal corporation; and

WHEREAS, portions of State Highway SR 2 and portions of US 6/Rye Beach Road and portions of US 6/Cleveland Road E lie within the City of Huron, Erie County upon which ODOT is willing to perform snow and ice removal and apply snow and ice control material for the City as long as an agreement is entered into; and

WHEREAS, portions of US 6/Rye Beach Road and portions of US 6/Cleveland Road E lie outside the City limits upon which the City is willing to perform snow and ice removal and apply snow and ice control material for ODOT as long as an agreement is entered into; and WHEREAS, portions of State Highway SR 2 and the US 6 Ramps (Rye Beach Road to SR 2 EB/WB off Rye Beach Road) lie within the City of Huron, Erie County upon which ODOT is willing to perform certain maintenance and repair for the City as long as an agreement is entered into; and

WHEREAS, this resolution is not intended to and shall not supersede any section of the Ohio Revised Code pertaining to the responsibilities of the City and ODOT regarding any other maintenance and repair or responsibilities pertaining to the roads under their respective jurisdictions.

WHEREAS, the work proposed to be authorized under this ordinance shall be restricted to, if an Agreement is entered into, the Parties' removal of snow and ice and the use of snow and ice control material on the agreed upon State Highways but shall not include the removal of snow and ice and the use of snow and ice control material on driveways, parking areas, and intersecting roads and streets and, may include if an Agreement is entered into, the maintenance and/or repair of the State Highways within the corporate limits of the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, ERIE COUNTY, OHIO, THAT:

SECTION I: It is hereby declared to be in the public interest that the consent of said City be, and such consent is hereby given to ODOT, if an agreement is entered into, for ODOT to remove snow and ice and use snow and ice control material on any State Highway listed in the agreement in accordance with the standard practices of ODOT.

SECTION II: It is hereby declared to be in the public interest that the consent of said City be, and such consent is hereby given to ODOT, if an agreement is entered into, for ODOT to perform certain maintenance and/or repair on any State Highway listed in the agreement in accordance with the standard practices of ODOT.

SECTION III: It is hereby declared to be in the public interest that the consent of said City be, and such consent is hereby given, if an agreement is entered into, for the City to remove snow and ice and use snow and ice control material on any State Highway outside the city corporation limits listed in the agreement in accordance with the standard practices of ODOT.

including O.R.C. §121.22.

(SEAL)

SECTION IV: It is hereby declared to be a reasonable necessity and in the public interest that the consent of said City be, and such consent is hereby given, if an agreement is entered into, for ODOT to perform snow and ice removal and control and perform certain maintenance and/or repair on any State Highway within the city corporation limits listed in the agreement in accordance with the standard practices of ODOT and that the CITY shall reimburse ODOT for this work.

SECTION V: That the City (list position) City Manager is authorized to enter into any agreement with ODOT for the removal of snow and ice and the use of snow and ice control material and any agreement to perform certain maintenance and/or repair on State Highways as determined by the City and ODOT.

SECTION VI: That the Clerk is hereby directed to furnish the Director of ODOT, with a certified copy of this Ordinance/Resolution immediately upon execution.

SECTION VII: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements,

SECTION VIII: That this Resolution shall be in full force and effect from and immediately after its adoption.

Passed: 2 6 JUL 2022, 20		
Attest: Clerk Of Council CERTIFICA CERTIFICA	Monty Tapp, Mayor	Mayor
CERTIFICA	The or corr	
City of Huron		
County of Erie, Ohio	SS:	
I, Terri S. Welkener, as Clerk of the City of Huron, Ohio, do adopted by the council of said City on the Act day of July, 2022; according to law; that no proceedings looking to a referendum upon of publication thereof are of record in Resolution No. 67-2022.	that the publication of such Ordinance has been mad	le and certified of record
I have hereunto subscribed my name and affixed my official	seal thisday of July, 2022.	
		Clerk

Terri S. Welkener, Clerk of Council - City of Huron, Ohio

ODOT AGREEMENT NO. 37999
City Consent Ordinance/Resolution No. 67-2021

AGREEMENT BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND THE CITY OF HURON, OHIO FOR THE REMOVAL AND CONTROL OF SNOW AND ICE

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 City of Huron, 417 Main Street, Huron, Ohio 44839, hereinafter referred to as the "CITY" and shall be referred to singularly as "Party" and collectively as "Parties".

WHEREAS, pursuant to Ohio Revised Code 5501.41, the Director of the Department of Transportation may remove snow and ice from state highways within a municipal corporation, but before doing so, the Director must obtain the consent of the legislative authority of such municipal corporation; and

WHEREAS, pursuant to Ohio Revised Code section 5535.16, a political subdivision may provide snow and ice removal on roads under the control of the state; and

WHEREAS, the legislative authority of the CITY has granted its consent to the Director to remove snow and ice and to use snow and ice control material on the state highways within its corporate limit; and

WHEREAS, the legislative authority of the CITY has granted its consent for the CITY to remove snow and ice and to use snow and ice control material on the state highways outside its corporate limit; and

WHEREAS, it is in the interest and safety of the traveling public, and it serves to manage public resources of ODOT and the CITY in an efficient manner that ODOT perform snow and ice removal and control on State Route 2 within the CITY and that the Parties share the snow and ice removal and control on portions of US 6/Rye Beach Road and ramps which is split jurisdiction from the centerline of the road as shown in Exhibit 1, and on US 6/Cleveland Road East which is split jurisdiction from the centerline of the road as shown in Exhibit 2.

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

1. OBLIGATIONS OF ODOT

1.1 ODOT will remove snow and ice and apply snow and ice control material on SR 2 from mile marker 15.2 to mile marker 17.39 (2.19 miles x 4 lanes) = 8.76 lane miles within the CITY's corporate limits during the normal course of removing snow and ice and applying snow and ice materials as shown in Exhibit 1.

- 1.2 ODOT shall not perform this work more frequently nor alter the schedule of when this work is to be performed and such work shall not include the removal of snow and ice from and the use of snow and ice control material on driveways, parking areas, and intersecting CITY roads and streets.
- 1.3 ODOT is responsible to fix, at its own expense, any damage to the road surface, such as potholes, caused by the CITY's removal of snow and ice and/or application of any snow and ice control material.
- 1.4 ODOT grants the CITY the right to use and occupy the right-of-way in and abutting the US 6/ Rye Beach Road and US 6/Cleveland Road East outside of the CITY as herein described and shown in Exhibits 1 and 2 for the purposes of performing snow and ice removal and control operations.

2. OBLIGATIONS OF THE CITY

- 2.1 The CITY grants ODOT the right to use and occupy the right-of-way in and abutting the section of SR 2 and Rye Beach Road and US 6 west/east junction ramps off Rye Beach Road herein described and shown on Exhibit 1 and the section of US 6/Cleveland Road East as shown in Exhibit 2 for the purposes of performing snow and ice removal and control operations.
- 2.2 The CITY is responsible to fix, at its own expense, any damage to the road surface, such as potholes, caused by ODOT's removal of snow and ice and/or application of any snow and ice control material.

3. OBLIGATION OF BOTH PARTIES

- 3.1 The Parties agree to share the duties of removing snow and ice and applying snow and ice control material on US 6/Rye Beach Road between the traffic signal to the north and the E/B exit ramp from SR 2/W/B entrance ramp to US 6/SR 2 to the south along with lanes adjacent to SR 2 on US 6 between the ramps, and US 6 east of the City of Huron split corporation as shown in Exhibits 1 and 2.
- 3.2 Each Party is responsible to fix, at its own expense, any damage to the road surface on the half of US 6/ Rye Beach Road within their jurisdiction, such as potholes, caused by the other Party's removal of snow and ice and/or application of any snow and ice control material.

4. **COMPENSATION/REIMBURSEMENT**

4.1 The CITY shall pay ODOT the annual cost for work performed by ODOT described in subsection 1.1 of this Agreement.

- 4.1.1 The CITY shall reimburse ODOT's actual cost of snow and ice removal and use of snow and ice control material for the year based upon the ratio of lane miles of State Highway segments maintained pursuant to this Agreement to the total lane miles maintained by ODOT District 3 in Erie County for the year.
- 4.1.2 ODOT shall invoice the CITY for reimbursement of cost incurred using the number of lane miles shown on the approved inventory at the beginning of each billing period. Reimbursement shall be made within sixty (60) days of receipt of invoice.
- 4.1.3 This reimbursement shall constitute full compensation to ODOT for furnishing all labor, equipment, and materials necessary to perform snow and ice removal and control on the specified portions of the State Highway system within the limits set forth in this Agreement.
- 4.2 Neither ODOT nor the CITY shall provide reimbursement for costs incurred as a result of the work performed under subsection 3.1 of this Agreement. It is agreed by both ODOT and the CITY that the work outlined in subsection 3.1 of this Agreement will be performed at their sole cost and at no cost to the other Party.
- 4.3 This Agreement in no way alters how current and future capital projects are and will be funded.

5. INSPECTIONS

5.1 Periodic inspections may be performed jointly by representatives of the Parties to determine the level of service being provided on the state highway system during a snow and ice event.

6. TERM OF AGREEMENT

- 6.1 This Agreement shall commence on the date of the last signature below and shall expire on the last date of the current biennium unless terminated sooner pursuant to paragraph 6.2 of this Agreement. Upon agreement of the Parties, this Agreement may be renewed in writing for additional (2) year terms.
- 6.2 This Agreement may be terminated by either Party giving sixty (60) days written notice to the other Party.

7. GENERAL PROVISIONS

7.1 This Agreement shall be to the benefit of and be binding upon the respective Parties herein, their successors and assigns. Nothing in this Agreement shall inure to the benefit of any third parties. Nothing stated in this Agreement shall act as a waiver of any immunities or defenses available to either Party, either by statute or common law.

- 7.2 Either Party may, at any time during the term of the agreement, request amendments or modifications which includes assignment. 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.
- 7.3 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 pursuant to R.C. 5501.22.
- 7.4 The State of Ohio and ODOT are self-insured.
- 7.5 Each Party shall be responsible for liability associated with the Party's own errors, actions, or failures to act.
- 7.6 If either Party 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 the non-breaching Party of that breach or default, the non-breaching Party may terminate this Agreement.
- ODOT and CITY 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. In the event a dispute arises regarding this Agreement, notification of the dispute shall be sent to the other Party within ninety (60) days of discovery of such dispute. Within the notification, the disputing Party shall present such evidence as may support their position. Within a reasonable time, the ODOT District Deputy Director and a designated representative from the CITY shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period of time. The Parties agree that any dispute that cannot be resolved between the ODOT District Deputy Director and a designated representative from the CITY shall be resolved solely and finally by the Director of ODOT. This dispute resolution does not prohibit either party from pursuing an action in accordance with section 7.3 of this Agreement.
- 7.8 Ohio Ethics Law: The CITY 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.
- 7.9 In carrying out this Agreement the Parties shall comply with all applicable federal, state, and local laws in the conduct of all work including, but not limited to non-discrimination, equal employment opportunity and drug free workplace.

7.10 In no case shall the either Party's personnel be considered agents, servants, or employees of the other Party. Each Party shall be responsible for the full payment of all taxes including without limitation, unemployment compensation premiums, income tax deductions, payroll deductions.

8. NOTICE

8.1 Notices under this agreement shall be directed as follows:

City of Huron
417 Main Street
District 03
Sandusky, Ohio 44839
Ohio Department of Transportation
District 03
906 Clark Ave
Ashland, OH 44805

9. SIGNATURES

- 9.1 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.
- 9.2 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 intentionally left blank)

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

CITY OF HURON				
By:				
Бу				
Printed Name: Mathew Lasko				
Title: City Manager Date: 7/27/2022				
Date: 7/27/2022				
STATE OF OHIO Department of Transportation				
By:				
Jack Marchbanks, Director				
Date:				

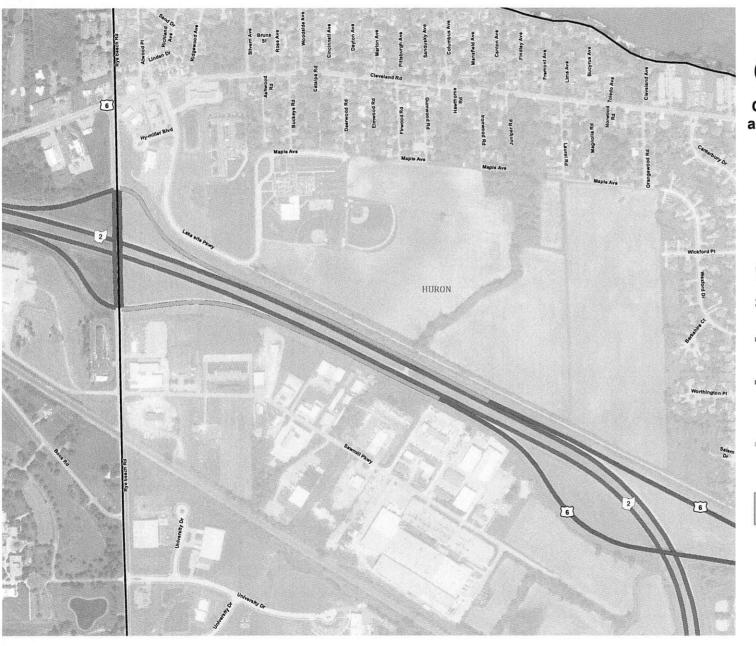


Exhibit 1

ODOT District 3

City of Huron, Erie County Snow and Ice Responsibility Agreement

Published 5/10/2022



0 250 500 1,000 Feet



Snow and Ice Responsibility

ODOT

City of Huron

Shared Responsibility (ODOT and City of Huron)





ODOT does not make any warranty, expressed or implied, and does not assume any legal liability for the accuracy, completeness or usefulness of the data provided herein. Any use of this information is at the recipients own resi-



Exhibit 2

ODOT District 3

City of Huron, Erie County Snow and Ice Responsibility Agreement

Published 6/9/2022







Snow and Ice Responsibility

Shared Responsibility (ODOT and City of Huron)





ODOT does not make any warranty, expressed or implied, and does not assume any legal liability for the acquiracy, comprehenses or usefulness of triasts only death and a first information in at the recipient in an original property.

A RESOLUTION GIVING CONSENT OF THE CITY FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO REMOVE SNOW AND ICE AND USE SNOW AND ICE CONTROL MATERIAL ON STATE HIGHWAYS INSIDE THE CITY CORPORATE LIMITS AND AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION FOR SNOW AND ICE REMOVAL.

GIVING CONSENT OF THE CITY FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO PERFORM CERTAIN MAINTENANCE AND/OR REPAIR ON STATE HIGHWAYS INSIDE THE CITY CORPORATION AND AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION FOR CERTAIN MAINTENANCE AND/OR REPAIR.

WHEREAS, pursuant to Section 5501.41 of the Ohio Revised Code, the Director of the Ohio Department of Transportation ("ODOT") may, upon consent of the legislative authority of the municipal corporation, remove snow and ice and use snow and ice control material on State Highways within the corporate limits of the municipal corporation; and,

WHEREAS, pursuant to Section 5535.16 of the Ohio Revised Code, the Ohio Department of Transportation ("ODOT") or a political subdivision may provide snow and ice removal on the roads under the control of the State or any political subdivision; and,

WHEREAS, the Director of Transportation, under Section 5511.01 of the Revised Code of Ohio, may, upon the consent of the legislative authority of the municipal corporation, perform maintenance and/or repair on the State Highways within the corporate limits of the municipal corporation; and

WHEREAS, portions of State Highway SR 2 and portions of US 6/Rye Beach Road and portions of US 6/Cleveland Road E lie within the City of Huron, Erie County upon which ODOT is willing to perform snow and ice removal and apply snow and ice control material for the City as long as an agreement is entered into; and

WHEREAS, portions of US 6/Rye Beach Road and portions of US 6/Cleveland Road E lie outside the City limits upon which the City is willing to perform snow and ice removal and apply snow and ice control material for ODOT as long as an agreement is entered into; and WHEREAS, portions of State Highway SR 2 and the US 6 Ramps (Rye Beach Road to SR 2 EB/WB off Rye Beach Road) lie within the City of Huron, Erie County upon which ODOT is willing to perform certain maintenance and repair for the City as long as an agreement is entered into; and

WHEREAS, this resolution is not intended to and shall not supersede any section of the Ohio Revised Code pertaining to the responsibilities of the City and ODOT regarding any other maintenance and repair or responsibilities pertaining to the roads under their respective jurisdictions.

WHEREAS, the work proposed to be authorized under this ordinance shall be restricted to, if an Agreement is entered into, the Parties' removal of snow and ice and the use of snow and ice control material on the agreed upon State Highways but shall not include the removal of snow and ice and the use of snow and ice control material on driveways, parking areas, and intersecting roads and streets and, may include if an Agreement is entered into, the maintenance and/or repair of the State Highways within the corporate limits of the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, ERIE COUNTY, OHIO, THAT:

SECTION I: It is hereby declared to be in the public interest that the consent of said City be, and such consent is hereby given to ODOT, if an agreement is entered into, for ODOT to remove snow and ice and use snow and ice control material on any State Highway listed in the agreement in accordance with the standard practices of ODOT.

SECTION II: It is hereby declared to be in the public interest that the consent of said City be, and such consent is hereby given to ODOT, if an agreement is entered into, for ODOT to perform certain maintenance and/or repair on any State Highway listed in the agreement in accordance with the standard practices of ODOT.

SECTION III: It is hereby declared to be in the public interest that the consent of said City be, and such consent is hereby given, if an agreement is entered into, for the City to remove snow and ice and use snow and ice control material on any State Highway outside the city corporation limits listed in the agreement in accordance with the standard practices of ODOT.

SECTION IV: It is hereby declared to be a reasonable necessity and in the public interest that the consent of said City be, and such consent is hereby given, if an agreement is entered into, for ODOT to perform snow and ice removal and control and perform certain maintenance and/or repair on any State Highway within the city corporation limits listed in the agreement in accordance with the standard practices of ODOT and that the CITY shall reimburse ODOT for this work.

SECTION V: That the City (list position) City Manager is authorized to enter into any agreement with ODOT for the removal of snow and ice and the use of snow and ice control material and any agreement to perform certain maintenance and/or repair on State Highways as determined by the City and ODOT.

SECTION VI: That the Clerk is hereby directed to furnish the Director of ODOT, with a certified copy of this Ordinance/Resolution immediately upon execution.

SECTION VII: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION VIII: That this Resolution shall be in full force and effect from and immediately after its adoption.

Passed: 2 6 JUL 2022 , 20_____

CERTIFICATE OF COPY

City of Huron

SS:

County of Erie, Ohio

I, Terri S. Welkener, as Clerk of the City of Huron, Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the council of said City on the day of July, 2022; that the publication of such Ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and the certificate of publication thereof are of record in Resolution No. 67-2022.

I have hereunto subscribed my name and affixed my official seal this day of July, 2022.

Terri S. Welkener, Clerk of Council – City of Huron, Ohio

. Mayor

(SEAL)

ODOT AGREEMENT NO. 38000 City Consent Ordinance/Resolution No. 67-2033

AGREEMENT BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND THE CITY OF HURON, OHIO FOR CERTAIN ROADWAY MAINTENANCE AND/OR REPAIR AND HIGHWAY LIGHTING MAINTENANCE AND/OR REPAIR

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 City of Huron, 417 Main Street, Huron, Ohio 44839, hereinafter referred to as the "CITY" and shall be referred to singularly as "party" and collectively as "parties".

WHEREAS, pursuant to Section 723.01 of the Ohio Revised Code, the CITY is responsible for the care, supervision, and control of the public highways within their municipal corporation; and

WHEREAS, pursuant to Ohio Revised Code 5511.01 and 5521.01, the Director of the Ohio Department of Transportation may enter upon state highways within any municipal corporation to maintain, and repair them, but before doing so, the Director must obtain the consent of the legislative authority of such municipal corporation; and

WHEREAS, the legislative authority of the CITY has granted its consent to the Director to perform maintenance and/or repair pursuant to the specifications of this Agreement on the state highways within 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 CITY in an efficient manner that ODOT perform certain maintenance on portions of State Route 2 and US Route 6 within the CITY

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

1. OBLIGATIONS OF ODOT

ODOT will perform all routine maintenance as defined in section 3 of this Agreement on State Route 2 from the mile marker 15.42 to mile marker 17.39 (1.97 miles x 4 lanes) = 7.88 lane miles, on State Route 2 where it is three (3) lanes EB, from mile marker 16.02 to mile marker 15.52 (.5 miles x additional 1 lane) = .5 miles, and on the WB SR 2 & US 6 overlap from mile marker 15.750 to mile marker 16.178 mile marker (.42 miles x additional 1 lane) = .428 miles for a total of 8.808 billable lane miles within the CITY's corporate limits as shown on Exhibit 2.

- 1.2 ODOT will perform all routine lighting maintenance as described in subsection 4.1 of this Agreement on the overhead highway lighting on the US 6 associated with Control Cabinet ("CC") #1 as shown on Exhibit 1.
- 1.3 ODOT will perform or have performed all extraordinary maintenance, repair, replacement, and rehabilitation as described in subsection 4.2 of this Agreement on CC #1 and the overhead highway lighting on the US 6 associated with CC#1.

2. OBLIGATIONS OF THE CITY

- 2.1 The CITY grants ODOT and any of its agents the right to use and occupy the right-ofway in and abutting the sections of SR 2 and US 6 herein described for the purpose of performing the maintenance and/or repair described in subsections 1.1, 1.2, and 1.3 of this Agreement.
- 2.2 The CITY agrees to reimburse ODOT for the actual cost of the routine roadway maintenance and repair performed on the lane miles based upon the ratio of lane miles of state highway segments maintained by ODOT for the CITY (8.808 lane miles) to the total lane miles maintained by ODOT in Erie County.
- 2.3 The CITY shall pay for any and all electrical energy charges and utility fees directly to the electric utility for the operation of all the highway lighting.
- 2.4 The CITY agrees to pay ODOT 100% of the average annual maintenance fee for ODOT's routine maintenance of the highway lighting as described in subsection 1.2. of this Agreement.
 - 2.4.1. The current annual maintenance fee is \$2,940.00. It is understood by both Parties that, biennially, ODOT may review its actual costs associated with the maintenance and operation of the highway lighting and reserves the right to unilaterally revise the annual fee based on such review.
 - 2.4.2. The CITY understands that if it ever fails to pay its annual maintenance fee to ODOT, ODOT reserves the right to stop all maintenance responsibilities.
- 2.5 The CITY agrees to reimburse ODOT 100% of the cost of all extraordinary maintenance, repairs, replacement, and rehabilitation of CC#1 and the overhead highway lighting on US 6 associated with CC #1 as described in section 4.2 of this Agreement. The CITY understands that said costs are set by contract as attached in Exhibit 3 and boxed in red, and that these costs are updated and subject to increase annually.
- 2.6 The CITY shall pursue any and all reimbursement from responsible parties for any damage to their lighting and CC#1. Any reimbursement shall not affect the CITY's timely payment in full of ODOT invoices for repairs or replacement caused by such damage.

3. ROUTINE ROADWAY MAINTENANCE

- 3.1 Routine maintenance and repair shall include, but not be limited to pothole patching, crack sealing, pavement markings, lane striping, storm sewer cleaning, ditch operations, drainage repairs less than \$15,000.00 total cost, road, bridge, and shoulder sweeping, sign repair. and guardrail repair. In the performance of this maintenance and repair, neither Party shall not remove, change, alter or modify any of the other Party's structure without the other Party's prior written authorization.
- 3.2 Drainage repairs with a total cost of \$15,000.00 or more and all culvert replacements regardless of cost shall remain the responsibility of the Party with maintenance duties as defined by the Ohio Revised Code, Ohio law and other Ohio legal authority. For purposes of this Agreement, it is the intent of the Parties that all such repairs within the CITY's corporation limits be the responsibility of the CITY and all such repairs outside the CITY's corporation limits be the responsibility of ODOT.
- 3.3 Routine maintenance does not include the issuance of permits, signal maintenance and culvert replacement.

4. <u>LIGHTING MAINTENANCE</u>

- 4.1 Routine maintenance includes the replacement of failed luminaires, defective photocells, drivers, and associated equipment to ensure the system is working properly and nighttime bi-monthly inspections to verify there are no circuits out of service.
- 4.2 Extraordinary maintenance, repairs, replacement, and rehabilitation is understood by both Parties to be of such magnitude as to be beyond the scope of work ordinarily performed by routine maintenance and repair forces. Extraordinary maintenance includes the replacement or repair of major equipment caused by knock downs or accidents, lightning strikes, underground cable repair, or replacement of major elements of the lighting system and the parts, tools, personnel, and equipment needed to accomplish such repairs.

5. <u>COMPENSATION</u>

- 5.1 The CITY shall pay ODOT their annual actual cost for the roadway maintenance and repair, the annual routine highway lighting maintenance fee as described in subsection 2.4.1 of this Agreement, and their actual cost of extraordinary highway lighting and cabinet work as described in this Agreement.
- 5.2 ODOT shall submit a proper invoice to the CITY on or about August 1 of each year. The CITY shall pay all proper invoices submitted by ODOT within ninety (90) days of receipt.
- 5.3 This Agreement in no way alters the means by which current and future capital projects are and will be funded.

6. INSPECTIONS

6.1 Periodic inspections may be performed jointly by representatives of the Parties to determine the level of service being provided on the state highway system.

7. TERM OF AGREEMENT

- 7.1 This Agreement shall commence on the date of the last signature below and shall expire on the last date of the current biennium unless terminated sooner pursuant to paragraph 4.2 of this Agreement. Upon agreement of the Parties, this Agreement may be renewed in writing for additional (2) year terms.
- 7.2 This Agreement may be terminated by either party giving sixty (60) days written notice to the other party.

8. GENERAL PROVISIONS

- 8.1 This Agreement shall be to the benefit of and be binding upon the respective parties herein, their successors and assigns. Nothing in this Agreement shall inure to the benefit of any third parties. Nothing stated in this Agreement shall act as a waiver of any immunities or defenses available to either party, either by statute or common law.
- 8.2 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 agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- 8.3 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 pursuant to R.C. 5501.22.
- 8.4 The State of Ohio and ODOT are self-insured.
- 8.5 ODOT is hereby released from any and all liability for damage or injury received by the CITY, its employees, agents, or subcontractors while performing tasks, duties, work or responsibilities as set forth in this Agreement.
- 8.6 If either party 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 the non-breaching party of that breach or default, the non-breaching party may terminate this Agreement.

- 8.7 ODOT and CITY 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. In the event a dispute arises regarding this Agreement, notification of the dispute shall be sent to the other party within thirty (30) days of discovery of such dispute. Within the notification, the disputing party shall present such evidence as may support their position. Within a reasonable time, the ODOT District Deputy Director and a designated representative from the CITY shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period of time. The parties agree that any dispute that cannot be resolved shall be resolved solely and finally by the Director of ODOT.
- 8.8 Ohio Ethics Law: The CITY 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.
- 8.9 In carrying out this Agreement the parties shall comply with all applicable federal, state, and local laws in the conduct of all work including, but not limited to non-discrimination, equal employment opportunity and drug free workplace.
- 8.10 In no case shall the either party's personnel be considered agents, servants, or employees of the other party. Each party shall be responsible for the full payment of all taxes including without limitation, unemployment compensation premiums, income tax deductions, payroll deductions.

9. NOTICE

9.1 Notices under this agreement shall be directed as follows:

City of Huron 417 Main Street Huron, Ohio 44839 Ohio Department of Transportation District 03 906 Clark Ave Ashland, OH 44805

10. **SIGNATURES**

- 10.1 Any person executing this agreement in a representative capacity hereby warrants that he/she has been duly authorized to execute this agreement.
- 10.2 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 intentionally left blank)

The Parties have caused this agreement to be executed as of the day and year last written below.

CITY OF HURON
Ву:
Printed Name: Matthew Lasko
Title: City Manager
Date: 7/27/2022
STATE OF OHIO Department of Transportation
By: Jack Marchbanks, Director
Deter

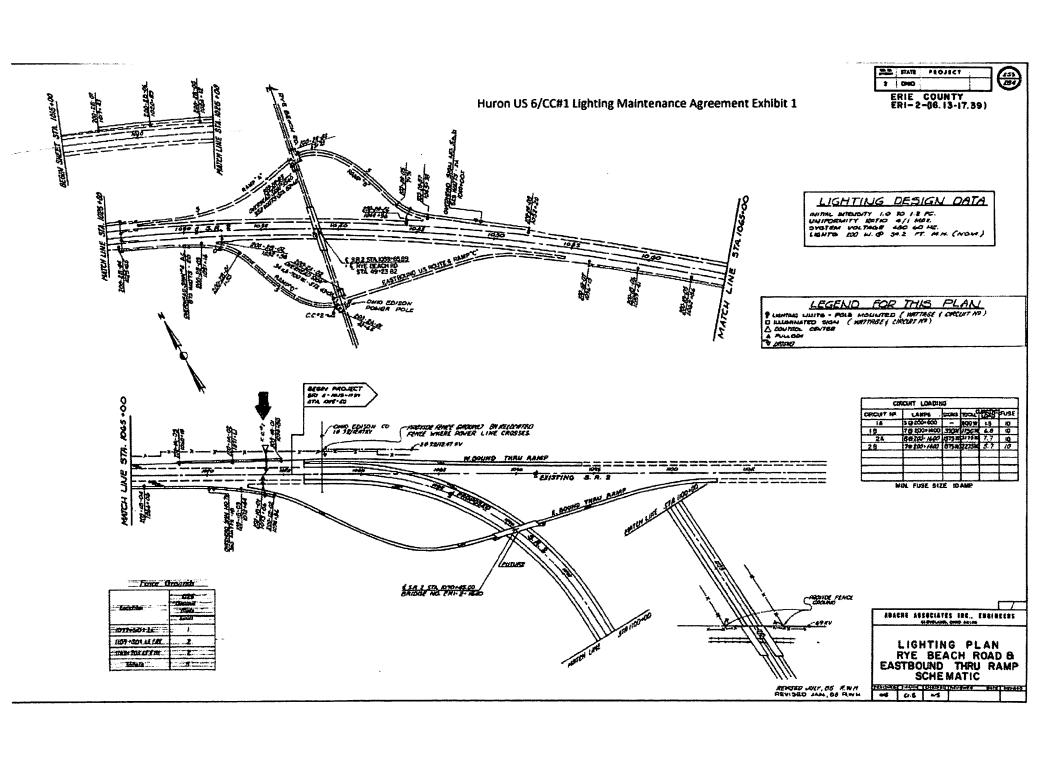




Exhibit 2

ODOT District 3

City of Huron, Erie County Maintenance Responsibility Agreement

Published 5/11/2022



0 250 500 1,000 Feet



Maintenance Responsibility

ODOT

City of Huron

City of Huron Boundary



ODOT does not make any warranty, expressed or implied, and does not sature any legal liability for the accuracy, completeness or usefulness of the data consider been in any use of this information is at the recipient's even risk

Exhibit 3

				Exilibits				
Ohio Department of Transportation Project Proposal Line Number list (210286)								
Prop Line Nor	Proj Nor	Line Item Nbr	ttem	Description	Unit Price	Unit	Bid Qty	Bid Amt
0001	D0310427 0-1	0001	611E00401	4" CONDUIT, TYPE E, APP	\$4.20	FT	50,000	\$210.00
0002	D0310427 0-1	0002	625E00450	CONNECTION, FUSED PULL APART	\$82.00	EACH	10.000	\$820.00
0003	D0310427 0-1	0003	625E00460	CONNECTION, UNFUSED PULL APART	\$75.00	EACH	5.000	\$375.00
0004	D0310427 0-1	0004	625E00481	CONNECTION, UNFUSED PERMANENT, APP	\$80.00	EACH	24.000	\$1,920.00
0005	D0310427	0005	625E10504	ERECTING REUSABLE LT POLE	\$360.00	EACH	3.000	\$1,080.00
0006	D0310427 0-1	0006	625E14001	LT POLE FOUND, 24"X6", APP	\$840.00	EACH	1.000	\$840.00
0007	D0310427 0-1	0007	625E14401	LT POLE FOUND REPAIR, APP	\$615.00	EACH	10.000	\$6,150.00
0008	D0310427 0-1	0008	625E14500	LT POLE FOUND	\$840.00	EACH	1.000	\$840.00
0009	D0310427 0-1	0009	625E23201	#4 AWG 2400 V DIST CABLE, APP	\$2.00	FT	200.000	\$400.00
0010	D0310427 0-1	0010	625E23302	#6 AWG 2400 V DIST CABLE	\$1.85	FT	200.000	\$330.00
0011	D0310427 0-1	0011	625E23400	#10 AWG POLE & BRKT CABLE	\$1.25	FT	100.000	\$125.00
0012	D0310427 0-1	0012	625E24100	1.5° DUCT W/2 #4 AWG 2400V	\$6.30	FT	200.000	\$1,260.00
0013	D0310427 0-1	0013	625E24320	1.5° DUCT W/3 #4 AWG 2400V	\$7.35	FT	200.000	\$1,470.00
0014	D0310427	0014	625E25100	CONDUIT, 11, 725.04	\$11.60	FT	50.000	\$580.00
0015	D0310427 0-1	0015	625E25300	CONDUIT, 1-1/2°, 725.04	\$14.60	FT	50.000	\$730.00
0016	D0310427 0-1	0016	625E25302	CONDUIT, 1-1/2*, 725.05	\$5.30	FT	100.000	\$530.00
0017	D0310427 0-1	0017	625E25402	CONDUIT, 2", 725.05	\$5.55	FT	50.000	\$277.50
0018	D0310427 0-1	0018	625E25901	CONDUIT, JACKED OR DRILLED, APP : 3"	\$52.00	FT	100.000	\$5,200.00
0019	D0310427 0-1	0019	625E27560	LUMINAIRE, INSTALLATION ONLY	\$135.00	EACH	2.000	\$270.00
0020	D0310427 0-1	0020	625E29001	TRENCH, APP	\$7.20	FT	200.000	\$1,440.00
0021	D0310427 0-1	0021	625E29401	TRENCH IN PAVED AREAS, APP	\$77.00	FT	20.000	\$1,540.00
0022	D0310427 0-1	0022	625E30701	PULL BOX, 725.08, 18", APP	\$765.00	EACH	2.000	\$1,530.00
0023	D0310427 0-1	0023	625E30707	PULL BOX, 725.08, 24", APP	\$870.00	EACH	1.000	\$870.00
0024	D0310427 0-1	0024	625E31507	PULL BOX REMOVED & REPL, APP , 18°	\$855.00	EACH	1.000	\$855.00
0025	D0310427 0-1	0025	625E31507	PULL BOX REMOVED & REPL, APP , 24"	\$960.00	EACH	1 000	\$960.00
	38							

Project Line Item List Page 1 of 3 Run Date & Time: 6/9/2022 11:11:02 AM

Prop Line Nbr	Proj Nbr	Line Item Nbr	Item	Description	Unit Price	Unit	Bid Qty	Bid Amt
0026	D0310427 0-1	0026	625E31600	PULL BOX, MISC. PULL BOX ADJUSTED TO GRADE	\$450.00	EACH	6.000	\$2,700.00
0027	D0310427	0027	625E32001	GROUND ROD, APP	\$190.00	EACH	1.000	\$190.00
0028	D0310427 0-1	0028	625E34000	POWER SERVICE	\$1,190.00	EACH	1.000	\$1,190.00
0029	D0310427 0-1	0029	625E34001	POWER SERVICE, APP DISCONNECT	\$3,870.00	EACH	1.000	\$3,870.00
0030	D0310427 0-1	0030	625E34001	POWER SERVICE, APP , METER BASE	\$380.00	EACH	1.000	\$380.00
0031	D0310427 0-1	0031	625E36010	UNDERGROUND WARNING/MARKING TAPE	\$0.06	FT	500.000	\$30.00
0032	D0310427 0-1	0032	625E50301	FRANGIBLE BASE, APP	\$910.00	EACH	5.000	\$4,550.00
0033	D0310427 0-1	0033	625E75500	LIGHT POLE FOUNDATION REMOVED	\$360.00	EACH	1.000	\$360.00
0034	D0310427 0-1	0034	625E98000	LIGHTING, MISC. LIGHT POLE FOUNDATION ADJUSTED TO GRADE	\$870.00	EACH	2.000	\$1,740.00
0035	D0310427 0-1	0035	632E05007	VH SG HD, (LED),3SEC,12*,1WAY, POLY, APP , WITH BACKPLATE	\$635.00	EACH	2.000	\$1,270.00
0036	D0310427 0-1	0036	632E05087	VH SG HD, (LED),5SEC,12",1WAY, POLY, APP , WITH BACKPLATE	\$1,115.00	EACH	2.000	\$2,230.00
0037	D0310427 0-1	0037	632E20731	PED SGNL HD LED, CNTDN, TYPE D2,	\$340.00	EACH	2.000	\$680.00
0038	D0310427 0-1	0038	632E25000	COVERING/VEH SIG HEAD	\$10.00	EACH	4.000	\$40.00
0039	D0310427 0-1	0039	632E26000	PED PUSHBUTTON	\$220.00	EACH	2.000	\$440.00
0040	D0310427 0-1	0040	632E27009	LOOP DET UNIT, DELAY/EXT, APP	\$350.00	EACH	10.000	\$3,500.00
0041	D0310427 0-1	0041	632E28201	DISCONNECT SWITCH W/ENCL, APP	\$710.00	EACH	1.000	\$710.00
0042	D0310427 0-1	0042	632E40300	SGNL CABLE, 3 COND, 14AWG	\$1.75	FT	100.000	\$175.00
0043	D0310427 0-1	0043	632E40500	SGNL CABLE, 5 COND, 14AWG	\$1.95	FT	100.000	\$195.00
0044	D0310427 0-1	0044	632E40700	SGNL CABLE, 7 COND, 14AWG	\$2.15	FT	100.000	\$215.00
0045	D0310427 0-1	0045	632E65203	LOOP DET LEAD-IN, INT, 14AWG, APP	\$5.20	FT	300.000	\$1,560.00
0046	D0310427 0-1	0046	632E65301	LEAD-IN CABLE, 2 COND, 14 AWG, APP	\$1.60	FT	1,000.000	\$1,600.00
0047	D0310427 0-1	0047	632E68201	POWER CABLE, 2/C, 6 AWG, APP	\$3.35	FT	35.000	\$117.25
0048	D0310427 0-1	0048	632E68301	POWER CABLE, 3 CON, #6 AWG, APP	\$3.75	FT	35.000	\$131.25
0049	D0310427 0-1	0049	632E70200	CONDUIT RISER, 1"	\$280.00	EACH	1.000	\$280.00
0050	D0310427 0-1	0050	632E70300	COND RISER, 1-1/2"	\$355.00	EACH	1.000	\$355.00
0051	D0310427 0-1	0051	632E89301	WOOD POLE, APP	\$1,240.00	EACH	1.000	\$1,240.00
0052	D0310427 0-1	0052	632E89400	DOWN GUY	\$445.00	EACH	2.000	\$890.00

Project Line Item List Page 2 of 3 Run Date 8 Time: 6/9/2022 11:11:02 AM

A RESOLUTION GIVING CONSENT OF THE CITY FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO REMOVE SNOW AND ICE AND USE SNOW AND ICE CONTROL MATERIAL ON STATE HIGHWAYS INSIDE THE CITY CORPORATE LIMITS AND AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION FOR SNOW AND ICE REMOVAL.

GIVING CONSENT OF THE CITY FOR THE OHIO DEPARTMENT OF TRANSPORTATION TO PERFORM CERTAIN MAINTENANCE AND/OR REPAIR ON STATE HIGHWAYS INSIDE THE CITY CORPORATION AND AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION FOR CERTAIN MAINTENANCE AND/OR REPAIR.

WHEREAS, pursuant to Section 5501.41 of the Ohio Revised Code, the Director of the Ohio Department of Transportation ("ODOT") may, upon consent of the legislative authority of the municipal corporation, remove snow and ice and use snow and ice control material on State Highways within the corporate limits of the municipal corporation; and,

WHEREAS, pursuant to Section 5535.16 of the Ohio Revised Code, the Ohio Department of Transportation ("ODOT") or a political subdivision may provide snow and ice removal on the roads under the control of the State or any political subdivision; and,

WHEREAS, the Director of Transportation, under Section 5511.01 of the Revised Code of Ohio, may, upon the consent of the legislative authority of the municipal corporation, perform maintenance and/or repair on the State Highways within the corporate limits of the municipal corporation; and

WHEREAS, portions of State Highway SR 2 and portions of US 6/Rye Beach Road and portions of US 6/Cleveland Road E lie within the City of Huron, Erie County upon which ODOT is willing to perform snow and ice removal and apply snow and ice control material for the City as long as an agreement is entered into; and

WHEREAS, portions of US 6/Rye Beach Road and portions of US 6/Cleveland Road E lie outside the City limits upon which the City is willing to perform snow and ice removal and apply snow and ice control material for ODOT as long as an agreement is entered into; and WHEREAS, portions of State Highway SR 2 and the US 6 Ramps (Rye Beach Road to SR 2 EB/WB off Rye Beach Road) lie within the City of Huron, Erie County upon which ODOT is willing to perform certain maintenance and repair for the City as long as an agreement is entered into; and

WHEREAS, this resolution is not intended to and shall not supersede any section of the Ohio Revised Code pertaining to the responsibilities of the City and ODOT regarding any other maintenance and repair or responsibilities pertaining to the roads under their respective jurisdictions.

WHEREAS, the work proposed to be authorized under this ordinance shall be restricted to, if an Agreement is entered into, the Parties' removal of snow and ice and the use of snow and ice control material on the agreed upon State Highways but shall not include the removal of snow and ice and the use of snow and ice control material on driveways, parking areas, and intersecting roads and streets and, may include if an Agreement is entered into, the maintenance and/or repair of the State Highways within the corporate limits of the City; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, ERIE COUNTY, OHIO, THAT:

SECTION I: It is hereby declared to be in the public interest that the consent of said City be, and such consent is hereby given to ODOT, if an agreement is entered into, for ODOT to remove snow and ice and use snow and ice control material on any State Highway listed in the agreement in accordance with the standard practices of ODOT.

SECTION II: It is hereby declared to be in the public interest that the consent of said City be, and such consent is hereby given to ODOT, if an agreement is entered into, for ODOT to perform certain maintenance and/or repair on any State Highway listed in the agreement in accordance with the standard practices of ODOT.

SECTION III: It is hereby declared to be in the public interest that the consent of said City be, and such consent is hereby given, if an agreement is entered into, for the City to remove snow and ice and use snow and ice control material on any State Highway outside the city corporation limits listed in the agreement in accordance with the standard practices of ODOT.

SECTION IV: It is hereby declared to be a reasonable necessity and in the public interest that the consent of said City be, and such consent is hereby given, if an agreement is entered into, for ODOT to perform snow and ice removal and control and perform certain maintenance and/or repair on any State Highway within the city corporation limits listed in the agreement in accordance with the standard practices of ODOT and that the CITY shall reimburse ODOT for this work.

SECTION V: That the City (list position) City Manager is authorized to enter into any agreement with ODOT for the removal of snow and ice and the use of snow and ice control material and any agreement to perform certain maintenance and/or repair on State Highways as determined by the City and ODOT.

SECTION VI: That the Clerk is hereby directed to furnish the Director of ODOT, with a certified copy of this Ordinance/Resolution immediately upon execution.

SECTION VII: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION VIII: That this Resolution shall be in full force and effect from and immediately after its adoption.

City of Huron

County of Erie, Ohio

SS:

I, Terri S. Welkener, as Clerk of the City of Huron, Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the council of said City on the depth day of July, 2022; that the publication of such Ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and the certificate of publication thereof are of record in Resolution No. 67-2022.

I have hereunto subscribed my name and affixed my official seal this Thirday of July, 2022.

Terri S. Welkener, Clerk of Council - City of Huron, Ohio

(SEAL)