

RESOLUTION NO. 29-2026

Introduced by Tom Harris

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A HIGHWAY LIGHTING MAINTENANCE AGREEMENT WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

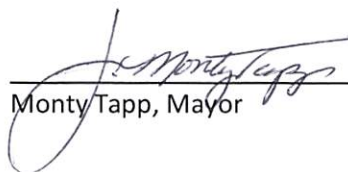
SECTION 1. That the City Manager be, and he hereby is, authorized and directed to enter into a Highway Lighting Maintenance Agreement with the State of Ohio Department of Transportation setting forth the respective duties of the parties for maintenance of overhead highway lighting within the City of Huron, which agreement shall be in the form of "Exhibit A" attached hereto and made a part hereof.

SECTION 2. 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 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

ATTEST:


Clerk of Council


Monty Tapp, Mayor

ADOPTED:

14 APR 2026

ODOT Agreement No. _____

HIGHWAY LIGHTING MAINTENANCE AGREEMENT
CITY Owned/ODOT Maintained

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, the overhead highway lighting currently exists at US 6 associated with the Control Cabinet #1 (CC #1) and Control Cabinet #2 (CC #2) as shown on Exhibit 1 and Exhibit 2 within the City of Huron and hereunto referred to as “the site”; and

WHEREAS, the Parties desire to enter into an agreement regarding their respective duties for maintenance.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. OBLIGATIONS OF THE CITY

1.1 Right of Entry.

The CITY shall permit ODOT, its employees and its authorized agents to enter upon the site at any reasonable time or times during this Agreement for the purposes of inspection, operation, and maintenance of the highway lighting. The CITY shall provide adequate space for maintenance vehicles and activity and shall ensure that its employees, successors, and assigns do not interfere in any way with the special rights herein granted to ODOT.

1.2 Electrical Energy Charges.

It is expressly understood that during the term of this Agreement, 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.

1.3 Routine Maintenance Fee.

The CITY agrees to pay ODOT 100% of the average annual maintenance fee for ODOT’s routine maintenance of the highway lighting in the City of Huron as described in Section 2.1 of this Agreement.

1.3.1 The current annual maintenance fee is based upon the average cost of maintenance of highway lighting in ODOT District 3 for the previous 6 years divided by the number of luminaires in District 3. The current average annual maintenance fee per luminaire is \$167.29. The total annual maintenance fee for the City of Huron is the fee per luminaire multiplied by sixteen (16) luminaires which equals

\$2,676.59. It is understood by the 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.

1.4 Major Maintenance Fees

The CITY agrees to pay ODOT 100% of the actual costs for ODOT's major maintenance of the highway lighting in the CITY as described in Section 2.2 of this Agreement. This fee is in addition to the routine maintenance fee.

1.5 Damage to Lighting Fixtures

The CITY shall be responsible for pursuing all available avenues such as insurance to recover the cost of damages to the highway lighting fixtures damaged by incidents such as accidents and vandalism.

1.6 Upon receipt of an invoice from ODOT, the CITY shall pay said amount to the Treasurer of the State of Ohio, c/o Ohio Department of Transportation. Payment of the invoice by the CITY shall be made to ODOT within 30 days after receiving the invoice.

1.7 The CITY understands that if it ever fails to pay its annual maintenance fee or to reimburse ODOT for major maintenance, ODOT reserves the right to stop all maintenance responsibilities.

2. **OBLIGATIONS OF ODOT**

2.1 Routine Maintenance and Inspection.

ODOT shall provide all routine maintenance for the efficient operation of subject highway lighting. Routine maintenance includes the repair and replacement of all highway lighting components that have failed due to deterioration due to normal use such as LED Bulb replacements, OUPS locates to make repairs, other fixes to ensure the system is working properly and night-time bi-monthly inspections to verify there are no circuits out of service.

2.2 Major Maintenance and Repair.

ODOT shall be responsible for all major maintenance, repairs and replacement of the highway lighting major structural components including the replacement of the highway lighting fixtures damaged by incidents including but not limited to accident and weather.

2.3 Invoicing.

ODOT District 3, located in Ashland, Ohio shall issue the CITY on or about July 1 of each year an invoice for the annual maintenance fee described in Section 1.3 of this Agreement.

3. **MODIFICATION OF HIGHWAY LIGHTING**

3.1 By Agreement of Parties.

If, at any time, either Party determines or believes that additional or modified equipment

is necessary to improve visibility of the roadway at nighttime at the location, the Parties shall consult on the proposed modification and, to the extent reasonably possible, shall agree on the modifications to be made and the payment of any associated costs. If agreed to by the CITY and ODOT, the work may be performed by ODOT forces. An invoice to recover the actual cost of materials, labor and equipment for the addition or modification will be submitted to the CITY for payment. The invoice will be presented to the CITY for payment within 30 days after the completion of the work and the CITY shall make payment to ODOT within 30 days after receiving the invoice.

- 3.2 Upon Determination by ODOT:
ODOT reserves the right to alter the highway lighting, the roadway or other appurtenances as it deems necessary if the Parties do not agree.

4. **NOTICES**

Notices under this agreement shall be directed as follows:

City of Huron
417 Main Street
Huron, Ohio 44839

Ohio Department of Transportation
District 3
906 Clark Avenue
Ashland, OH 44805

5. **GOVERNING LAW**

This Agreement and the performance thereof shall be governed and interpreted, where applicable, solely by the laws of the State of Ohio.

6. **SEVERABILITY**

If, and to the extent that any court of competent jurisdiction holds any provisions or part thereof of this Agreement to be invalid or unenforceable as a final non-appealable order, such holding shall in no way affect the validity of the remainder of this Agreement.

7. **ENTIRE AGREEMENT AND MODIFICATIONS**

This Agreement and any attachments constitute the entire agreement between the CITY and ODOT and supersedes all previous written and oral negotiations, commitments, and understandings. Its terms, conditions and covenants shall not be altered or otherwise amended except pursuant to an instrument in writing signed by each of the Parties and making specific reference to this Agreement.

8. **BINDING**

This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors, and assigns.

9. **TERM**

This Agreement shall commence as of the date of the last signature below and terminate if any of the following events occur:

- a. ODOT makes a determination that the lighting is no longer needed;
- b. the lighting reaches the end of its useful life due to normal deterioration to its major structural components as determined by ODOT or
- c. this Agreement is terminated with 30 days written notice by either Party.

15. **SIGNATURE**

Any Party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each Party 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 Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

By: _____ /

Pamela Boratyn, Director

DATE _____

CITY OF HURON

By: _____

Stuart Hamilton, City Manager

PRINT NAME AND TITLE

DATE 04/15/2026