

Summary October 1st, 2024

Committee Meeting

Claims – 6:50pm

<u>Bill</u>	<u>Status</u>	<u>Title</u>	<u>Sponsor</u>	<u>Committee Meeting</u>
COUNCIL BEGINS				
CAUCUS BEGINS				
24-191	Vote	Authorizing the Public Works Director to update the agreement with Ardane R. Miller to provide campground and boat dock management services at Clearfork Reservoir, and declaring an emergency.	Burns	
24-192	Vote	Vacating a portion of Aylesbury Street and a portion of an Unnamed Alley, which is adjacent to Lots # 17570 -17579 and Lots # 17597-17606 located between Longview and Crestline Avenues, and retaining the utility rights and easements therein, and declaring an emergency.	Mount	
24-193	Caucus Only	Authorizing the Safety Service Director to advertise for bids, enter into a contract or contracts for Information Technology Managed Services, and declaring an emergency.	Mount	
24-194	Vote	Approving the expenditure of funds received under the American Rescue Plan Act in the manner prescribed by and consistent with the requirements of the American Rescue Plan Act, and declaring an emergency.	Falquette	
24-195	Caucus Only	Approving the expenditure of funds received under the American Rescue Plan Act in the manner prescribed by and consistent with the requirements of the American Rescue Plan Act, and declaring an emergency.	Falquette	
24-196	Caucus Only	Authorizing the Public Works Director to enter into a contract to provide electricity for use at certain City-owned facilities, and declaring an emergency.	Burns	
24-197	Caucus Only	Authorizing the Public Works Director to advertise for bids and enter into a contract or contracts for the disposal and land application of wastewater sludge, and declaring an emergency.	Burns	

24-198	Vote	Authorizing the Safety-Service Director to accept and appropriate a grant from the Ohio Office of Criminal Justice Services (OCJS) in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) for METRICH Operations, and declaring an emergency.	Meier	
24-199	Caucus Only	Authorizing the Public Works Director to enter into a contract for engineering and planning services relating to the Clearfork Reservoir.	Burns	
24-200	Vote	Authorizing the Public Works Director to submit an application for funding the 2025 Signal Replacement Project, and declaring an emergency.	Diaz	
24-201	Vote	Authorizing the Public Works Director to enter into A Traffic Signal Maintenance and Operation of Existing Signal agreement with the Ohio Department of Transportation Director for certain portions of state highways in and around the City of Mansfield, and declaring an emergency.	Diaz	
24-202	Vote	Authorizing the Public Works Director to enter into an agreement with the Ohio Department of Transportation Director for maintenance and/or repair on certain portions of state highways in and around the City of Mansfield, and declaring an emergency.	Diaz	
24-203	Vote	Authorizing the Public Works Director to enter into an agreement with the Ohio Department of Transportation Director for performing highway lighting (tower and underpass lighting) maintenance on certain portions of state highways in and around the City of Mansfield, and declaring an emergency.	Diaz	
24-204	Vote	Authorizing the Public Works Director to enter into an agreement with the Ohio Department of Transportation Director for performing snow and ice control on certain portions of state highways in and around the City of Mansfield, and declaring an emergency.	Diaz	

NEXT MEETING Tuesday, October 15th, 2024 7:00 Council to follow

BILL #24-191

ORDINANCE # _____

BY: MS. BURNS

Authorizing the Public Works Director to update the agreement with Ardane R. Miller to provide campground and boat dock management services at Clearfork Reservoir, and declaring an emergency.

**BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. That the Public Works Director be, and is hereby, authorized to update the agreement with Ardane R. Miller to provide campground and boat dock management services at Clearfork Reservoir, a copy of which is attached hereto as Exhibit "A" and made a part hereof as if fully rewritten.

SECTION 2. That in order to enter into said agreement at the earliest possible time and continue, without interruption, the provision of such conveniences at the Clearfork Reservoir Marina, this measure is determined to be an emergency ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	<u>1 Oct 2024</u>
1 st Reading	<u>1 Oct 2024</u>
2 nd Reading	<u>1 Oct 2024</u>
PASSED	<u>1 Oct 2024</u>

SIGNED /s/ Phillip E. Scott
President of Council

ATTEST /s/ Delaine Weiner
Clerk of Council

APPROVED /s/ Jodie Perry
Mayor

APPROVED AS TO FORM: Roeliff E. Harper
Law Director
City of Mansfield, Ohio

AGREEMENT TO MANAGE CLEARFORK CAMPGROUND & BOAT DOCKS

In consideration of the covenants herein contained, the CITY OF MANSFIELD, an Ohio municipal corporation, 30 North Diamond Street, Mansfield, Ohio 44902 (herein referred to as "the City"), and Ardene R. Miller, 2000 Springmill Road – RR #3, Mansfield, Ohio 44903 (herein referred to as "Agent"), agree as follows:

1. The City hereby engages the Agent exclusively to rent, operate and manage the day-today operations, at the campgrounds and boat docks located at Clearfork Reservoir (hereinafter referred to as the "Premises"), upon the terms hereinafter set forth for the period of time beginning May 1, 2024 and terminating on December 31, 2026 (herein the "Termination Date").
 - a. Agent shall have the Option to extend this Agreement for two (2) separate Five (5) Year Terms. Agent shall provide written notice of Intent to extend the Term within the Sixty (60) days prior to the Termination date.
2. Agent hereby agrees as follows:
 - a. To accept, and hereby does formally accept by its signature below, the management of said Premises for the period and upon the terms herein provided, and agrees to furnish his services for the renting, operating, and managing of said Premises.
 - b. To render monthly statements to the City's Finance Department that reflect the campground and dock rental activity for the previous month. To be Included with this statement are copies of campground rental agreements and dock licenses executed and/or granted during the month In question with a corresponding list of the fee assessed and collected or to be collected for each such agreement or license.
 - c. To allow the City to spot check and/or audit his records of campground and boat dock rentals and fees collected.
 - d. To deposit all receipts collected on site for campground rentals and/or docking fees In a designated account at Park National Bank.
3. The City hereby gives the Agent the following authority and powers:
 - a. To display signage indicating the availability for rent of campground sites and boat docks.
 - b. To collect rental fees and give receipts thereof.
4. The City further agrees:
 - a. To advise the Agent In writing of any changes In the campground or the boat dock fees and In the applicable rules and regulations.
 - b. To be responsible for maintenance and repairs at the campground and boat docks. All issues regarding maintenance and/or repairs, or their costs, should be addressed to the Clearfork Operations Manager, Clearfork Reservoir, 2678 Gass Road, Mansfield, Ohio 44904.
 - c. To pay the Agent on June 15th, September 15th, and December 15th, twelve percent (12%) of the gross amount of campground rental fees and boat dock fees collected and/or received by the City for the three (3) month period Immediately preceding each payment date.

IN WITNESS WHEREOF the parties hereto have affixed or caused to be affixed their respective signatures this _____ day of _____, 2024.

CITY:

City of Mansfield, Ohio, an Ohio municipal corporation

By: _____
Louis Andres, Public Works Director

STATE OF OHIO)
COUNTY OF RICHLAND)

The foregoing instrument was acknowledged before me this _____, _____, 2024 by Louis Andres, Public Works Director of the City of Mansfield, Ohio, an Ohio Municipal corporation, on behalf of said Municipal Corporation.

Notary Public

AGENT:

Ardene Miller

STATE OF OHIO)
COUNTY OF RICHLAND)

The foregoing instrument was acknowledged before me this _____, _____, 2024 by Ardene Miller.

Notary Public

**CITY OF MANSFIELD
CLEARFORK RESERVOIR
419-884-1408
MARINA DOCKING & SERVICE RATES / CAMPING RATES
(Beginning with 2025 Season)**

MARINA DOCKING APRIL 15th – OCTOBER 31st		RATE
CLASS I	Sail and Power Vessels (Floating Dock)	\$525.00
CLASS II	Sail and Power Vessels up to 8' wide x 30' long – electric (Floating Dock)	\$715.00
CLASS III	Vessels less than 15' in length (Floating Dock)	\$280.00
CLASS IV	Vessels, other than Catamaran 14' or less in length w/o wind shield or steering (Shore Space)	\$90.00
CAMPING SEASONAL – APRIL 1st – NOVEMBER 1st		\$1,900.00
Includes water -does not include electric (electric is metered @ .16 c/kw)		
CAMPING MONTHLY		
Includes water -does not include electric (electric is metered @ .16 c/kw)		\$600.00
four (4) or more people, each additional daily		\$5.00
CAMPING DAILY		
Includes electric		\$50.00
four (4) or more people, each additional daily		\$5.00
OVERFLOW CAMPING IN FIELD (only available when the campgrounds are full)		
Per person, per night		\$10.00
Children under 6		FREE
WINTER PARKING of camper in campground November 1st-April 1st		\$140.00
WINTER PARKING of boat and/or trailer in campground October 15-April 15th		\$65.00
Floating dock, for boats in the campgrounds for the season		
Limit of one (1) dock per campsite (only available for seasonal campers)		\$330.00

SEASONAL CAMPING AND DOCKING

ALL DOCKING IS SUBJECT TO CLASSIFICATION OF DOCK AVAILABILITY. DOCKS WILL BE ASSIGNED AT THE DISCRETION OF THE CITY OF MANSFIELD.

Existing campers must pay 25% of their total fees no later than November 1st of each year to secure a camping lot or dock for the following camping season. The balance of any and all other fees will be due no later than April 1st of the current camping season. Any new campers must pay **ALL FEES** prior to moving into the campgrounds. **ANY AND ALL FEES COLLECTED ARE NON-REFUNDABLE.** The camping and boating season will begin April 1st and conclude November 1st.

BILL #24-192*

ORDINANCE # _____

BY: MS. MOUNT

Vacating a portion of Aylesbury Street and a portion of an Unnamed Alley, which is adjacent to Lots # 17570 -17579 and Lots # 17597-17606 located between Longview and Crestline Avenues, and retaining the utility rights and easements therein, and declaring an emergency.

WHEREAS, a petition by persons owning properties abutting the portion of Aylesbury Street and the Unnamed Alley to be vacated therein was heretofore presented to Council praying that said dedicated portion of the street right-of-way adjacent thereto be vacated, and

WHEREAS, City Council, upon hearing, is satisfied that there is good cause for such vacation as prayed for, that it will not be detrimental to the general interest, and should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

SECTION 1. That a portion of Aylesbury Street and a portion of an Unnamed Alley, which is adjacent to Lots # 17570-17579 and Lots # 17597-17606 located between Longview and Crestline Avenues, which is more particularly described and depicted on Exhibit "A," the Petition to Vacate, now available on file with the Clerk of Council, be, and the same is hereby vacated, saving and reserving all utility rights and easements therein.

SECTION 2. That by reason of the immediate necessity for vacating a portion of Aylesbury Street and a portion of an Unnamed Alley, which is adjacent to Lots # 17570-17579 and Lots # 17597-17606 located between Longview and Crestline Avenues, this measure is determined to be an emergency ordinance for the immediate preservation of the public peace, health, safety and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	<u>1 Oct 2024</u>
1 st Reading	<u>1 Oct 2024</u>
2 nd Reading	<u> </u>
PASSED	<u>1 Oct 2024</u>

SIGNED /s/ Phillip E. Scott
President of Council

ATTEST /s/ Delaine Weiner
Clerk of Council

APPROVED /s/ Jodie Perry
Mayor

APPROVED AS TO FORM: Roeliff E. Harper
Law Director
City of Mansfield, Ohio

* Publication required.

VACATION DESCRIPTION

**PART OF AYLESBURY STREET AND
PART 12' PUBLIC ALLEY
CITY OF MANSFIELD,
RICHLAND COUNTY, OHIO**

Situated in the City of Mansfield, County of Richland, State of Ohio and being known as part of Aylesbury Street (40' R/W) and part of a public alley (12' R/W) (plat vol. 8, page 12) in said city and being more particularly described as follows:

Beginning for the same at a point marking the northeast corner of Lot #17602 and being a point marking the northwest corner of the right of way of Aylesbury Street (40' r/w) and being a point on the southern right of way of Crestline Avenue (40' r/w), Thence, East with the northerly right of way of Aylesbury Street and the southerly right of way of Crestline Avenue 40.00 feet to a point marking the northwest corner of Lot #17601;

Thence, South with the west line of said lot and the east right of way of Aylesbury Street 100.00 feet to a point marking the southwest corner of said lot and being on the north right of way of a 12' alley;

Thence, East with the south line of said lot and the easterly prolongation thereof and with the north right of way of said alley 210.00 feet to the southeast corner of Lot #17597 and being on the westerly right of way of Lida Street (40' r/w);

Thence, South with the west right of way of Lida Street 12.00 feet to the northeast corner of Lot #17579 and being on the south right of way of said alley;

Thence, West with the north line of said lot and the westerly prolongation thereof and with the south right of way of said alley 500.00 feet to the northwest corner of Lot #17570;

Thence, North 12.00 feet to a point marking the southwest corner of Lot #17606 and being on the north right of way of said alley;

Thence, East with the south line of said lot and the easterly prolongation thereof and with the north right of way of said alley 250.00 feet to a point marking the southeast corner of Lot #17602 and being on the west right of way of Aylesbury Street;

Thence, North with the east line of said lot and the west right of way of said street 100.00 feet to the place of beginning.



Chad F. Craig P.S. #8195
Seiler and Craig Surveying, Inc.



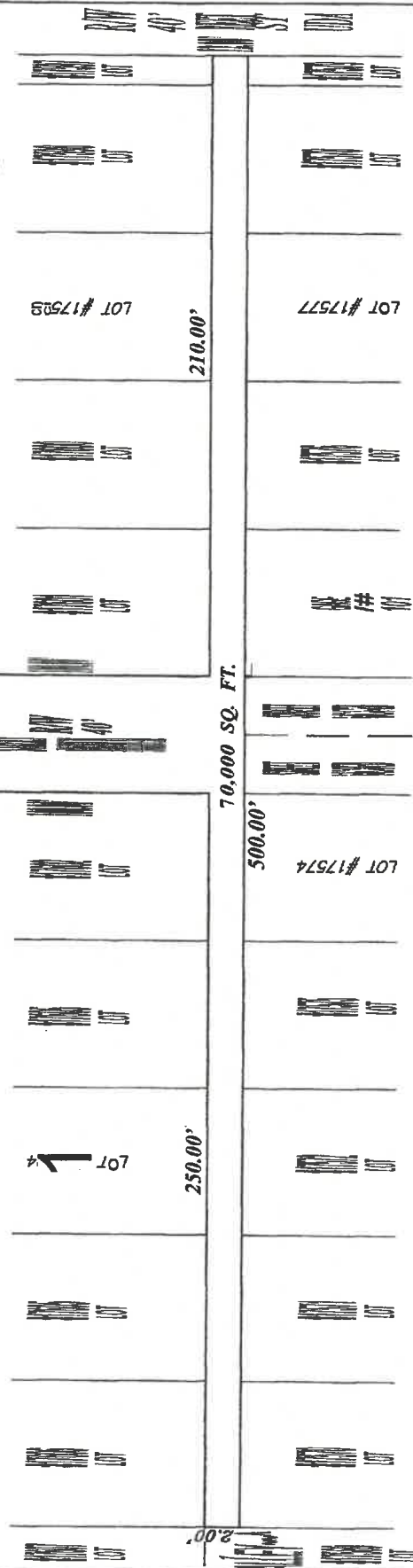
NORTH



CRESTLINE AVENUE 40' R/W

40.00'

P.O. B'S



70,000 SQ. FT.

210.00'

500.00'

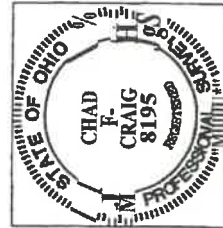
PLAT VOL. 8, PG. 12

PLAT FOR PROPOSED VACATION

PART AYLESBURY STREET 40' R/W & PART
12' ALLEY ADJACENT TO LOTS #17570-
#17579 & LOTS #17597-17606
CITY OF MANSFIELD
RICHLAND COUNTY, OHIO

DATE: AUGUST 14, 2024 SCALE: 1"=40'

LONGVIEW-AVE_210_ALLEY_VAC



Chad F. Craig

SURVEY BY: CHAD F. CRAIG P.S. #8195
FOR: SEILER & CRAIG SURVEYING INC.
270 PARK AVENUE WEST
MANSFIELD, OHIO 44902
(419) 525-3644
EMAIL: SEILERANDCRAIG&SEILERANDCRAIG.COM

TO: MANSFIELD CITY COUNCIL
CITY BUILDING
MANSFIELD, OHIO

HONORABLE COUNCIL:

1. The undersigned who is (are) the owner(s) of a lot(s) in the immediate vicinity of Crestline Ave V U Longview flue Street or alley. As relates to the same petition is hereby made for:

- (a) Vacating the same
- (b) Narrowing the same
- (c) Changing the name

(Wey hexs no name)

2. Said street or alley is located between CreAAne Ave + CO LoQrie-J Acl- and this petition specifically prays that said street or alley be vacated-narrowed from

A-irU street

to For ^feAy' it-v- >P 2 ff Cre vline flue

and represents that said vacating-narrowing will not be detrimental to the general interest.

(That the name of said street or alley be changed from _____

to _____

3. The following owners of lots and lands abutting upon the street or alley to be vacated-narrowed consent to such vacation-narrowing. (Include as abutting owners those across any street or alley at both ends.)

NAME	ADDRESS	LOT NO.
<u>Taylor Groscock</u>	<u>211 Crestline Ave</u>	<u>0270607407000</u>
<u>Frances Brancham</u>	<u>207 Crestline Ave</u>	<u>0270770000000</u>
<u>David W. Cole</u>	<u>Crestline Ave</u>	<u>02704638025W0</u>
<u>David W. Cole</u>	<u>Crestline Ave</u>	<u>0270933091700</u>
<u>David W. Cole</u>	<u>216 W Longview Ave</u>	<u>0270409816000</u>

Filed by: David W. Cole

4. If all abutting property owners do not consent, notice by publication in a newspaper for six (6) weeks is required. The petitioner shall be responsible for the cost of publication and the cost of publishing the Vacating Ordinance in the newspaper.

5. A map of the area to be vacated showing lot numbers and abutting property owners and a non-refundable fee of \$100.00 must accompany the petition to vacate. Ord. 91-333

6. Petition must be accompanied by complete metes and bounds description.

7. Petitioner must have the property surveyed.

TO: MANSFIELD CITY COUNCIL CITY BUILDING MANSFIELD, OHIO

HONORABLE COUNCIL:

1. The undersigned who is(are) the owners(s) of a lot (s) in the immediate vicinity of Crestline Ave & W Longview Ave street or alley. As relates to the same petition is hereby made for:

- (a) vacating the same
- (b) Narrowing the same
- (c) Changing the name

2. Said street or alley is located Between Crestline Ave and W longview Ave (Alley has no name) and this petition specifically prays that said street or alley be vacated-narrowed from Lida Streey to Far property line of 211 Crestline Ave and represents that said vacating-narrowing will not be detrimental to the general interest.

3. The following owners of lots and lands abutting upon the street or alley to be vacated-narrowed consent to such vacation-narrowing. (Including as abutting owners those across any ant street or alley at the ends.)

Name	Address	Lot No.
<i>Jack Hammon</i>	201 Crestline Ave	027040941300
<i>Jack White</i>	210 W Longview Ave	0270409817000
<i>James R Brown</i>	181 Crestline Ave	0270407013000
<i>Jack White</i>	210 W Longview Ave	0270409818000
<i>Pete Pook</i>	177 Crestline Ave	0270404907000
<i>Jack White</i>	210 W Longview Ave	0270409901000
<i>Mark King</i>	Crestline Ave	0270407407000
<i>Jack White</i>	210 W Longview Ave	0270409902000
<i>Mark King</i>	Crestline Ave	0270425403000
<i>Jack White</i>	210 W Longview Ave	0270409903000
<i>Jack White</i>	Crestline Ave	0270409904000

Filed By:

BY: MR. FALQUETTE

Approving the expenditure of funds received under the American Rescue Plan Act in the manner prescribed by and consistent with the requirements of the American Rescue Plan Act, and declaring an emergency.

WHEREAS, the City has received the \$20,995,402.00 in American Rescue Plan money to spend on program-related items, and

WHEREAS, the Final Rule allows local governments to elect a standard allowance of up to \$10 million, not to exceed the total award allocation, in lieu of calculating revenue loss as prescribed by Treasurer, and

WHEREAS, on December 23, 2022 the U.S. Congress enacted the bipartisan State, Local, Tribal, and Territorial Fiscal Recovery, Infrastructure, and Disaster Relief Flexibility Act as an amendment to the Fiscal Year (FY) 2023 omnibus appropriations bill; the amendment provides additional flexibility for the \$350 billion Coronavirus State and Local Fiscal Recovery Fund (Recovery Fund) authorized under the American Rescue Plan Act (ARPA), including infrastructure, community development, and disaster response, and

WHEREAS, the City has updated the list of appropriate expenditures for Council approval, and

WHEREAS, the remaining balances are \$408,679.59 in regular ARPA funds and \$74,980.63 in Revenue Replacement Funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

SECTION 1. This City Council does hereby approve the expenditure of funds received under the American Rescue Plan Act, as now appear on the detailed list attached hereto, in accordance with the requirements of section 9901 of the "American Rescue Plan Act" and any applicable regulations.

SECTION 2. This City Council elects to use the standard allowance for identifying revenue loss within the Local Fiscal Recovery Fund as authorized by the American Rescue Plan Act.

SECTION 3. That by reason of the immediate necessity for making eligible emergency expenditures under the American Rescue Plan Act disbursements, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety, and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	<u>1 Oct 2024</u>
1 st Reading	<u>1 Oct 2024</u>
2 nd Reading	<u> </u>
PASSED	<u>1 Oct 2024</u>

SIGNED /s/ Phillip E. Scott
President of Council

ATTEST /s/ Delaine Weiner
Clerk of Council

APPROVED /s/ Jodie Perry
Mayor

APPROVED AS TO FORM: Roeliff E. Harper
Law Director
City of Mansfield, Ohio

City of Mansfield, Ohio
American Rescue Plan Act of 2021
(Allocation as of September 27, 2024)

<u>Project Name</u>	<u>Ordinance</u>	<u>Project Allocation</u>	<u>Completion Date</u>
Regular ARPA Funds			
Award		\$ 10,995,402.00	
Police Radio Replacement	21-206	(642,524.69)	06.08.2022
Fire Station COVID Upgrades	21-206	(250,906.99)	12.29.2022
Small Business Assistance	21-206	(295,000.00)	11.20.2023
Catholic Charity	21-206	(60,000.00)	03.02.2022
3rd Street Sewer	21-206	(1,048,271.00)	11.08.2022
4th Street Sewer	21-206	(893,765.52)	10.23.2023
Water Line Design (Unappropriating \$900,000.00)	21-206	-	09.26.2024
Municipal Court Radio Upgrades	21-268	(16,705.84)	10.06.2022
Fire Station - HVAC	21-268	(13,337.15)	01.07.2022
Police Training Facility - HVAC	21-268	(30,000.00)	07.05.2022
Police Training Facility - Furniture (Reducing \$482.29)	21-268	(28,764.73)	02.01.2024
Engineering - Chairs	21-268	(4,358.40)	02.10.2022
Engineering - Remote Video Equipment	21-268	(3,800.00)	02.16.2022
Airport - HVAC	21-268	(460,000.00)	02.06.2023
North End Community Center (Unappropriating \$1,500,000.00)	22-074	-	09.26.2024
Police Retention Payment	22-074	(461,500.00)	02.10.2023
Dispatch Retention Payment	22-074	(27,500.00)	05.20.2022
Rescue Squad Replacement	22-074	(264,092.80)	
Clearfork Dam	22-074	(1,000,000.00)	10.26.2023
Catholic Charity	22-144	(100,000.00)	10.03.2022
Police Radio Equipment	22-144	(22,981.00)	09.01.2022
Dispatch Next Gen PSCC System (Reducing \$66,613.61)	22-144	(333,386.39)	09.26.2024
Fire Premium Pay	23-192	(580,500.00)	09.20.2024
Human Resources - Chairs	23-038	(2,232.00)	04.07.2023
Catholic Charity	23-038	(50,000.00)	04.10.2023
Police & Fire Central Square Software	23-079	(80,000.00)	
City Building HVAC System Renovation	23-139	(400,000.00)	02.26.2024
AFSCME Premium Pay	23-139	(600,000.00)	12.29.2023
Small Business Assistance (PAE Demo)	23-192	(250,000.00)	06.23.2024
West End Target Area Design	24-025	(200,000.00)	
Regular ARPA Funds Available (as of 9/27/2024)		\$ 2,875,775.49	
Sandstone Restorations (Liberty Park & South Park)	Pending	(135,000.00)	
Various Park Projects (Recreation, Security, Lighting, Maintenance)	Pending	(375,000.00)	
Regular ARPA Funds Available (proposed for 10/1/2024)		\$ 2,365,775.49	
Middle Park Bridge with MSE Wall	Pending	(200,000.00)	
Design Industrial Waterline Loop & Sanitary System	Pending	(750,000.00)	
Sidewalk Projects (King St. & John's Park)	Pending	(575,000.00)	
Tornado Sirens	Pending	(160,000.00)	
Police Command Vehicle	Pending	(75,000.00)	
Regular ARPA Funds Available (proposed for 10/15/2024)		\$ 605,775.49	

City of Mansfield, Ohio
American Rescue Plan Act of 2021
(Allocation as of September 27, 2024)

<u>Project Name</u>	<u>Ordinance</u>	<u>Project Allocation</u>	<u>Completion Date</u>
Revenue Replacement Funds			
Award		\$ 10,000,000.00	
MPD Mobile Security Unit (3 year lease)	21-224	(70,200.00)	01.11.2022
Airport Taxiway/Taxilane Drawings and Estimates	21-243	(7,735.00)	02.22.2023
Five (5) Police Cruisers-2022 Dodge Chargers	21-274	(317,225.42)	12.27.2022
Installation of Six (6) New Servers	22-005	(352,092.72)	02.24.2023
Four (4) LIFEPAK 15 V4 Monitor/Defibrillators	22-010	(77,098.52)	11.14.2022
Three (3) Police Cruisers - 2022 Ford Explorers	22-027	(230,131.82)	03.03.2023
Four (4) Desktop Computers - IT	22-040	(9,629.92)	05.24.2022
One (1) Microsoft Surface Laptop - HR	22-065	(1,986.54)	04.26.2022
Police Locker Room Improvements	22-074	(93,971.10)	03.01.2023
City Vehicles (Street Department Plow Trucks)	22-074	(600,000.00)	
City Vehicles (Other Departments)	22-074	(31,555.00)	11.21.2023
MPD Training Facility (Additional Costs)	22-074	(94,000.00)	07.15.2022
Four (4) Unmarked Detective Vehicles	22-074	(97,380.00)	03.01.2023
City Building Renovation (Including Foundation)	24-025	(4,380,000.00)	
Underground Conduit for Parking Lot Lights	22-087	(63,728.00)	07.14.2022
Storage Area Network (SAN) Unit - IT	22-118	(34,458.71)	08.19.2022
Police Compound Lift Gate	22-129	(38,537.00)	03.07.2023
Rebranding City with County and Chamber	22-144	(200,000.00)	
Westinghouse Demo	22-144	(500,000.00)	05.14.2024
Westinghouse Arch	22-144	(40,000.00)	
Downtown Mansfield / Destination Mansfield	22-144	(100,000.00)	10.03.2022
North End Career Fair	22-144	(20,000.00)	12.01.2022
Bike Path Extension - Trimble Road	22-162	(500,000.00)	
Backup Storage Appliance - Information Technology	22-189	(92,044.47)	12.01.2022
Website Redesign, Including Countywide Branding	22-190	(5,536.50)	11.21.2023
FAA Windcone Project Grant Match	22-209	(37,800.00)	06.26.2024
Walking Path Tunnel Under Trimble Road	23-038	(250,000.00)	
Non-Bargaining ARPA Pay	23-038	(470,000.00)	09.08.2023
Utility Collections Blast Proof Door, Glass and Materials	23-038	(48,298.00)	11.03.2023
Four (4) Police Cruisers (2023 Dodge Durangos)	23-064	(71,250.98)	07.30.2024
Airport Security Gate	23-060	(47,090.17)	11.20.2023
Sterkel Park	23-192	(390,000.00)	
Traffic Signal Preemption	23-066	(387,000.00)	12.04.2023
Police Bearcat	23-076	(96,269.50)	
Permitting & Development Software	23-077	(80,000.00)	06.05.2024
Clearfork Dump Trailer	23-139	(48,000.00)	08.01.2024
Water Department Tractor and Mower Deck	23-139	(42,000.00)	09.05.2024
Revenue Replacement Funds Available (as of 9/27/2024)		\$ 74,980.63	
Electrification Analysis	Pending	(25,000.00)	
Regular ARPA Funds Available (proposed for 10/15/2024)		\$ 49,980.63	

BY: MR. FALQUETTE

Approving the expenditure of funds received under the American Rescue Plan Act in the manner prescribed by and consistent with the requirements of the American Rescue Plan Act, and declaring an emergency.

WHEREAS, the City has received the \$20,995,402.00 in American Rescue Plan money to spend on program-related items, and

WHEREAS, the Final Rule allows local governments to elect a standard allowance of up to \$10 Million, not to exceed the total award allocation, in lieu of calculating revenue loss as prescribed by the Treasurer, and

WHEREAS, on December 23, 2022, the U.S. Congress enacted the bipartisan State, Local, Tribal, and Territorial Fiscal Recovery, Infrastructure, and Disaster Relief Flexibility Act as an amendment to the Fiscal Year (FY) 2023 omnibus appropriations bill; the amendment provides additional flexibility for the \$350 Billion Coronavirus State and Local Fiscal Recovery Fund (Recovery Fund) authorized under the American Rescue Plan Act (ARPA), including infrastructure, community development, and disaster response, and

WHEREAS, the City has updated the list of appropriate expenditures for Council approval, and

WHEREAS, the remaining balances are \$605,775.49 in regular ARPA funds and \$49,980.63 in Revenue Replacement Funds.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

SECTION 1. This City Council does hereby approve the expenditure of funds received under the American Rescue Plan Act, as now appears on the detailed list attached hereto, in accordance with the requirements of section 9901 of the "American Rescue Plan Act" and any applicable regulations.

SECTION 2. This City Council elects to use the standard allowance for identifying revenue loss within the Local Fiscal Recovery Fund as authorized by the American Rescue Plan Act.

SECTION 3. That by reason of the immediate necessity for making eligible emergency expenditures under the American Rescue Plan Act disbursements, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety, and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	<u>1 Oct 2024</u>
1 st Reading	<u>15 Oct 2024</u>
2 nd Reading	<u> </u>
PASSED	<u>15 Oct 2024</u>

SIGNED /s/ Phillip E. Scott
President of Council

ATTEST /s/ Delaine Weiner
Clerk of Council

APPROVED /s/ Jodie Perry
Mayor

APPROVED AS TO FORM: Roeliff E. Harper
Law Director
City of Mansfield, Ohio

City of Mansfield, Ohio
American Rescue Plan Act of 2021
(Allocation as of September 27, 2024)

<u>Project Name</u>	<u>Ordinance</u>	<u>Project Allocation</u>	<u>Completion Date</u>
Regular ARPA Funds			
Award		\$ 10,995,402.00	
Police Radio Replacement	21-206	(642,524.69)	06.08.2022
Fire Station COVID Upgrades	21-206	(250,906.99)	12.29.2022
Small Business Assistance	21-206	(295,000.00)	11.20.2023
Catholic Charity	21-206	(60,000.00)	03.02.2022
3rd Street Sewer	21-206	(1,048,271.00)	11.08.2022
4th Street Sewer	21-206	(893,765.52)	10.23.2023
Water Line Design (Unappropriating \$900,000.00)	21-206	-	09.26.2024
Municipal Court Radio Upgrades	21-268	(16,705.84)	10.06.2022
Fire Station - HVAC	21-268	(13,337.15)	01.07.2022
Police Training Facility - HVAC	21-268	(30,000.00)	07.05.2022
Police Training Facility - Furniture (Reducing \$482.29)	21-268	(28,764.73)	02.01.2024
Engineering - Chairs	21-268	(4,358.40)	02.10.2022
Engineering - Remote Video Equipment	21-268	(3,800.00)	02.16.2022
Airport - HVAC	21-268	(460,000.00)	02.06.2023
North End Community Center (Unappropriating \$1,500,000.00)	22-074	-	09.26.2024
Police Retention Payment	22-074	(461,500.00)	02.10.2023
Dispatch Retention Payment	22-074	(27,500.00)	05.20.2022
Rescue Squad Replacement	22-074	(264,092.80)	
Clearfork Dam	22-074	(1,000,000.00)	10.26.2023
Catholic Charity	22-144	(100,000.00)	10.03.2022
Police Radio Equipment	22-144	(22,981.00)	09.01.2022
Dispatch Next Gen PSCC System (Reducing \$66,613.61)	22-144	(333,386.39)	09.26.2024
Fire Premium Pay	23-192	(580,500.00)	09.20.2024
Human Resources - Chairs	23-038	(2,232.00)	04.07.2023
Catholic Charity	23-038	(50,000.00)	04.10.2023
Police & Fire Central Square Software	23-079	(80,000.00)	
City Building HVAC System Renovation	23-139	(400,000.00)	02.26.2024
AFSCME Premium Pay	23-139	(600,000.00)	12.29.2023
Small Business Assistance (PAE Demo)	23-192	(250,000.00)	06.23.2024
West End Target Area Design	24-025	(200,000.00)	
Regular ARPA Funds Available (as of 9/27/2024)		\$ 2,875,775.49	
Sandstone Restorations (Liberty Park & South Park)	Pending	(135,000.00)	
Various Park Projects (Recreation, Security, Lighting, Maintenance)	Pending	(375,000.00)	
Regular ARPA Funds Available (proposed for 10/1/2024)		\$ 2,365,775.49	
Middle Park Bridge with MSE Wall	Pending	(200,000.00)	
Design Industrial Waterline Loop & Sanitary System	Pending	(750,000.00)	
Sidewalk Projects (King St. & John's Park)	Pending	(575,000.00)	
Tornado Sirens	Pending	(160,000.00)	
Police Command Vehicle	Pending	(75,000.00)	
Regular ARPA Funds Available (proposed for 10/15/2024)		\$ 605,775.49	

City of Mansfield, Ohio
American Rescue Plan Act of 2021
(Allocation as of September 27, 2024)

<u>Project Name</u>	<u>Ordinance</u>	<u>Project Allocation</u>	<u>Completion Date</u>
<u>Revenue Replacement Funds</u>			
Award		\$ 10,000,000.00	
MPD Mobile Security Unit (3 year lease)	21-224	(70,200.00)	01.11.2022
Airport Taxiway/Taxilane Drawings and Estimates	21-243	(7,735.00)	02.22.2023
Five (5) Police Cruisers-2022 Dodge Chargers	21-274	(317,225.42)	12.27.2022
Installation of Six (6) New Servers	22-005	(352,092.72)	02.24.2023
Four (4) LIFEPAK 15 V4 Monitor/Defibrillators	22-010	(77,098.52)	11.14.2022
Three (3) Police Cruisers - 2022 Ford Explorers	22-027	(230,131.82)	03.03.2023
Four (4) Desktop Computers - IT	22-040	(9,629.92)	05.24.2022
One (1) Microsoft Surface Laptop - HR	22-065	(1,986.54)	04.26.2022
Police Locker Room Improvements	22-074	(93,971.10)	03.01.2023
City Vehicles (Street Department Plow Trucks)	22-074	(600,000.00)	
City Vehicles (Other Departments)	22-074	(31,555.00)	11.21.2023
MPD Training Facility (Additional Costs)	22-074	(94,000.00)	07.15.2022
Four (4) Unmarked Detective Vehicles	22-074	(97,380.00)	03.01.2023
City Building Renovation (Including Foundation)	24-025	(4,380,000.00)	
Underground Conduit for Parking Lot Lights	22-087	(63,728.00)	07.14.2022
Storage Area Network (SAN) Unit - IT	22-118	(34,458.71)	08.19.2022
Police Compound Lift Gate	22-129	(38,537.00)	03.07.2023
Rebranding City with County and Chamber	22-144	(200,000.00)	
Westinghouse Demo	22-144	(500,000.00)	05.14.2024
Westinghouse Arch	22-144	(40,000.00)	
Downtown Mansfield / Destination Mansfield	22-144	(100,000.00)	10.03.2022
North End Career Fair	22-144	(20,000.00)	12.01.2022
Bike Path Extension - Trimble Road	22-162	(500,000.00)	
Backup Storage Appliance - Information Technology	22-189	(92,044.47)	12.01.2022
Website Redesign, Including Countywide Branding	22-190	(5,536.50)	11.21.2023
FAA Windcone Project Grant Match	22-209	(37,800.00)	06.26.2024
Walking Path Tunnel Under Trimble Road	23-038	(250,000.00)	
Non-Bargaining ARPA Pay	23-038	(470,000.00)	09.08.2023
Utility Collections Blast Proof Door, Glass and Materials	23-038	(48,298.00)	11.03.2023
Four (4) Police Cruisers (2023 Dodge Durangos)	23-064	(71,250.98)	07.30.2024
Airport Security Gate	23-060	(47,090.17)	11.20.2023
Sterkel Park	23-192	(390,000.00)	
Traffic Signal Preemption	23-066	(387,000.00)	12.04.2023
Police Bearcat	23-076	(96,269.50)	
Permitting & Development Software	23-077	(80,000.00)	06.05.2024
Clearfork Dump Trailer	23-139	(48,000.00)	08.01.2024
Water Department Tractor and Mower Deck	23-139	(42,000.00)	09.05.2024
Revenue Replacement Funds Available (as of 9/27/2024)		\$ 74,980.63	
Electrification Analysis	Pending	(25,000.00)	
Regular ARPA Funds Available (proposed for 10/15/2024)		\$ 49,980.63	

BILL #24-197*

ORDINANCE # _____

BY: MRS BURNS

Authorizing the Public Works Director to advertise for bids and enter into a contract or contracts for the disposal and land application of wastewater sludge, and declaring an emergency.

**BE IT ORDAINED BY THE COUNCIL OF THE
CITY OF MANSFIELD, STATE OF OHIO:**

SECTION 1. That the Public Works Director be, and he is hereby, authorized to advertise for bids and to enter into a contract, or contracts, with the lowest and best bidder or bidders according to law, for the disposal and land application of wastewater sludge, from the Mansfield Waste Water Treatment Plant, all in accordance with detailed plans, specifications, and estimates as now on file in the Procurement Officer's Office, which plans, estimates and specifications are hereby approved.

SECTION 2. The project's entire cost shall be paid from funds from the Sewer Fund Sewer Treatment Plant (503.43.43) Contractual Services Classification.

SECTION 3. That in order to bid the contract and continue providing efficient management of wastewater sludge, this measure is determined to be an emergency ordinance for the immediate preservation of the public peace, health, safety, and welfare of the City of Mansfield and its inhabitants and for providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	<u>1 Oct 2024</u>
1 st Reading	<u>15 Oct 2024</u>
2 nd Reading	<u> </u>
PASSED	<u>15 Oct 2024</u>

SIGNED /s/ Phillip E. Scott
President of Council

ATTEST /s/ Delaine Weiner
Clerk of Council

APPROVED /s/ Jodie Perry
Mayor

APPROVED AS TO FORM: Roeliff E. Harper
Law Director
City of Mansfield, Ohio

*Publication Required

BY: MRS. MEIER

Authorizing the Safety-Service Director to accept and appropriate a grant from the Ohio Office of Criminal Justice Services (OCJS) in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) for METRICH Operations, and declaring an emergency.

WHEREAS, the primary purpose of the Grant Program is to assist in providing funds to local law enforcement agencies, specifically to address drug law enforcement, and

WHEREAS, Subgrant Number 2024-RO-ETF-R586 awarded to the City under the Recovery Ohio Law Enforcement Fund grant program, will provide funds to address existing and anticipated illegal drug activity in the area, and

WHEREAS, it is in the City of Mansfield, Ohio's best interest to avail itself of the opportunities provided by this program and to participate with complete commitment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

SECTION 1. That the Safety-Service Director be, and is hereby, authorized to a grant in the amount of One Hundred Thousand and 00/100 Dollars (\$100,000.00) from the Ohio Department of Public Safety Office of Criminal Justice Services (OCJS), and to execute all documents pertaining thereto.

SECTION 2. That the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00) be, and the same is hereby, appropriated from the unappropriated Grant Fund (#224) to the following Police METRICH Grant (224.15.51) Classifications:

Personal Services	\$25,738.76
Contractual Services	\$24,000.00
Other Charges	<u>\$50,261.24</u>
Total	\$100,000.00

SECTION 3. That by reason of the immediate necessity for executing all necessary documentation with the grant as soon as possible, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety, and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	<u>1 Oct 2024</u>
1 st Reading	<u>1 Oct 2024</u>
2 nd Reading	<u> </u>
PASSED	<u>1 Oct 2024</u>

SIGNED /s/ Phillip E. Scott
President of Council

ATTEST /s/ Delaine Weiner
Clerk of Council

APPROVED /s/ Jodie Perry
Mayor

APPROVED AS TO FORM: Roeliff E. Harper
Law Director
City of Mansfield, Ohio

BILL #24-200

ORDINANCE # _____

BY: MR. DIAZ

Authorizing the Public Works Director to submit an application for funding the 2025 Signal Replacement Project, and declaring an emergency.

WHEREAS, the City of Mansfield is desirous of making an application for a State Bond Issue No. 1 Grant for the 2025 Signal Replacement Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

SECTION 1. That the Public Works Director be, and is hereby, authorized on behalf of the City of Mansfield to submit an application and execute all documentation associated therewith for funding with a State Bond Issue No. 1 Grant the following public improvement project, all in accordance with proposed applications as now on file in the Office of the City Engineer:

2025 Signal Replacement Project

SECTION 2. That by reason of the immediate necessity for submitting said application with the Richland County Regional Planning Commission as soon as possible, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety, and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	<u>1 Oct 2024</u>
1 st Reading	<u>1 Oct 2024</u>
2 nd Reading	<u>1 Oct 2024</u>
PASSED	<u>1 Oct 2024</u>

SIGNED /s/ Phillip E. Scott
President of Council

ATTEST /s/ Delaine Weiner
Clerk of Council

APPROVED /s/ Jodie Perry
Mayor

APPROVED AS TO FORM: Roeliff E. Harper
Law Director
City of Mansfield, Ohio

BILL #24-201

ORDINANCE # _____

BY: MR. DIAZ

Authorizing the Public Works Director to enter into A Traffic Signal Maintenance and Operation of Existing Signal agreement with the Ohio Department of Transportation Director for certain portions of state highways in and around the City of Mansfield, and declaring an emergency.

WHEREAS, the City of Mansfield desires to maintain safe and passable road conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

SECTION 1. That the Public Works Director be, and is hereby, authorized on behalf of the City of Mansfield to execute all necessary documentation associated therewith for entering into an agreement with the Ohio Department of Transportation for the following services on certain portions of state highways in and around the City of Mansfield, all in accordance with the proposed documentation now on file in the Office of the Public Works Director.

SECTION 2. That by reason of the immediate necessity for executing all necessary documentation with the Ohio Department of Transportation as soon as possible, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety, and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	<u>1 Oct 2024</u>
1 st Reading	<u>1 Oct 2024</u>
2 nd Reading	<u> </u>
PASSED	<u>1 Oct 2024</u>

SIGNED /s/ Phillip E. Scott
President of Council

ATTEST /s/ Delaine Weiner
Clerk of Council

APPROVED /s/ Jodie Perry
Mayor

APPROVED AS TO FORM: Roeliff E. Harper
Law Director
City of Mansfield, Ohio

ODOT AGREEMENT NO. _____
City Consent Ordinance/Resolution No. _____

**TRAFFIC SIGNAL AGREEMENT
MAINTENANCE AND OPERATION OF EXISTING SIGNAL**

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 Mansfield, 30 North Diamond Street, Mansfield, Ohio 44902, hereinafter referred to as the "CITY" and shall be referred to singularly as "Party" and collectively as "Parties".

WHEREAS, there exists traffic signals within the City of Mansfield located at: SRI3 and the Possum Run Road Connector, SRI3 and the Northbound IR71 Ramps, SRI3 and Hanley Road, and SRI3 and the South Bound IR71 Ramps; and

WHEREAS the Parties desire to define each of their responsibilities with regard to these traffic signals.

NOW THEREFORE, in consideration of the mutual covenants herein, the Parties agree to the following:

1. EQUIPMENT

1.1 ODOT shall own all the current and future traffic signal equipment and appurtenances installed on ODOT right of way in the following locations:

- SRI3 and the Possum Run Road Connector; and
- SR 13 and the Northbound IR71 Ramps.

1.2 The communications equipment including but not limited to the fiber optic cable, network switch, and all termination and accessories, installed in the ODOT-owned cabinet is the property of ODOT and shall remain in the cabinet.

1.3 All new, replacement or additional equipment furnished by ODOT shall be the property of ODOT. All new, replacement, or additional equipment furnished by the CITY shall be the property of the CITY.

2. OPERATION

2.1 The City of Mansfield shall be responsible for the signal timing (of the signalized corridor system) of these traffic signals to efficiently control the ingress and egress of traffic at said locations.

2.1.1 The CITY shall ensure that only qualified employees or contractors approved by ODOT shall operate the traffic signals.

- 2.1.2 If, at any time, the safety of ramps or mainline operation are threatened, the operational system shall automatically select a predetermined and ODOT approved preemptive response pattern that favors ramp operations.
- 2.1.3 The CITY shall ensure that the traffic signals have adequate security to prevent unauthorized access.
- 2.2 The CITY agrees to annually review the timing patterns, traffic flow and day-to-day operations of these traffic signals.
- 2.3 The CITY shall prepare and provide ODOT with system monitoring reports to include access, maintenance, system pattern use including preemption report as referred to in Subsection 2.1 of this Agreement, operational parameters, traffic counts, speed and occupancy data on a periodic basis established by ODOT.

3. MODIFICATION OF SIGNAL HARDWARE AND/OR OPERATION

- 3.1 If, after the installation of the signalized corridor system and coordination of the traffic signal(s), either Party determines or believes that modified timing or coordination of the equipment or additional or modified equipment is necessary to improve the flow of traffic at the location, the Parties shall consult on the modification(s) felt necessary and, to the extent reasonably possible, shall agree on the modifications to be made, which Party will perform such work and which Party will be responsible for the payment of any associated costs. If the Parties do not agree, ODOT shall make the final determination and make the modifications it deems necessary to best serve the traveling public.
- 3.2 If agreed by the Parties, an invoice to recover the actual cost of materials, labor and equipment for the modification will be submitted by the Party performing the work to the other Party for payment within thirty (30) days after completion of the work. Payment of the invoice shall be made within thirty (30) days after receiving the invoice.

4. MAINTENANCE AND INSPECTION

- 4.1 The CITY shall provide all normal maintenance required for the efficient operation of the subject traffic control signal(s) at the sole cost of the CITY. Maintenance shall include those functions necessary for the traffic signal(s) to be operational at all times, including but not limited to repair, replacement or upgrading of all malfunctioning signal components or those that may be damaged by accident, forces of nature or deterioration. The CITY shall also be responsible for the normal maintenance of any equipment or system added pursuant to Section 3 of this Agreement the CITY's sole cost.
- 4.2 The CITY shall be responsible for maintaining the communication cable connecting the City of Mansfield traffic signals to ODOT's Signals. This cable will be installed on State Route 13 between the "Signal" and Possum Run Road (FKA "Connector Road")

- 4.3 The CITY shall perform an annual inspection of all equipment including Monitor testing of all Monitors less than ten (10) years old.
- 4.4 The CITY shall inspect and repair all battery backup systems. The CITY shall replace batteries according to the schedule found in the current version of ODOT's Traffic Engineering Manual ("TEM").
- 4.5 The CITY shall submit annual inspection and conflict monitor test reports to ODOT.
- 4.6 The CITY shall develop a written policy on traffic signal maintenance to include a maximum two (2) hour response time in the case of an emergency outage or malfunction.

5 MAINTENANCE FEE

- 5.1 ODOT shall pay an annual maintenance fee of Three Thousand Dollars (\$3,000.00) per signalized intersection for a total annual payment of Six Thousand (\$6,000.00) to the CITY.
- 5.2 The City shall issue an invoice on or about July 1st of each year to ODOT. The annual maintenance fee may change in accordance with the Ohio Department of Transportation Traffic Engineering Manual. ODOT shall notify the Local Agency of any change to this fee. The invoice must be submitted within sixty (60) calendar days after July 1st. Invoices for maintenance fees received after September 1st will not be reimbursed.
- 5.3 In the event that a single unusual occurrence causes the CITY to expend funds in excess of \$15,000.00, ODOT agrees to reimburse the CITY for any expenses in excess of \$15,000.00 provided, however, that the CITY's expenditure of any amount in excess of \$5,000.00 be subject to prior approval by ODOT. Any reimbursement shall be requested only after all attempts to collect from all available insurance and other sources and shall only be in the amount not paid by any collateral source.

6. ELECTRICAL ENERGY CHARGES

- 6.1 It shall be the responsibility of ODOT to furnish and assume the cost of all electrical energy charges for the operation of the state-owned traffic signal(s) subject to this Agreement.
- 6.2 It shall be the responsibility of the CITY to furnish and assume the cost of all electrical energy charges for the operation of the city-owned traffic signal(s) subject to this Agreement.

7. RIGHT OF ENTRY

ODOT grants to the CITY, its employees and any of its authorized agents the Right of Entry upon its rights of way for the purpose of performing their responsibilities pertaining to the traffic signal(s) under this Agreement. This Right of Entry is made subject to all other easements, dedications, uses or restrictions affecting said rights-of-way whether of record or otherwise, except that the CITY shall not be subject to unrecorded conditions unless notified in writing by ODOT of the exact nature of such conditions. ODOT reserves all rights in the property which is the subject of this Right of Entry.

8. REMOVAL

- 8.1 When it is determined by ODOT that any or all of the traffic signal or its appurtenances are no longer essential to the safety, convenience or welfare of the traveling public, or that the maintenance of traffic in general would be better served by the discontinuance of any or all of the traffic signals, then all such equipment, material and devices shall be removed by ODOT at no expense to the Local Agency. All salvageable materials and equipment shall be returned to the CITY and the Parties shall be relieved of all obligations under this Agreement. The determination that the traffic signal is no longer useful or desirable shall be made by ODOT, in any reasonable manner, including, but not limited to, findings based on a traffic engineering study.

9. SPECIAL PROVISIONS

- 9.1 If at any time ODOT determines that the traffic signal(s) are being operated in an unsafe manner or improperly maintained, the control and operation shall be returned to ODOT after written notification to the CITY by ODOT.

10. GENERAL PROVISIONS

- 10.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management as required by Ohio Revised Code Section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement will terminate on the date funding expires.
- 10.2 This Agreement does not alter or relieve ODOT from its responsibility to regulate traffic on its roads and highways.
- 10.3 This Agreement and the performance thereof shall be governed and interpreted solely by the laws of the State of Ohio. To the extent that 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 under R.C. 5501.22.

- 10.4 If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this agreement. All provisions of this agreement shall be deemed severable.
- 10.5 This Agreement shall be to the benefit of and be binding upon the Parties, their successors and assigns.
- 10.6 Each Party shall be responsible for liability associated with that Party's own errors, actions or failures to act. Nothing in this Agreement shall be deemed a waiver of any immunity the Local Authority may have under the general political subdivision immunity statute (R.C. section 2744.02).
- 10.7 If either Party breaches or defaults on 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 other Party of that breach or default, the non-breaching or non-defaulting Party may terminate this Agreement.
- 10.8 The Parties agree to make a good faith effort to resolve any disputes which may arise between them concerning the interpretation of, or performance pursuant to this Agreement, with the exception of matters identified in this Agreement requiring the sole approval or decision by ODOT.
- 10.9 Ohio Ethics Law: The Parties, 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.
- 10.10 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.
- 10.11 In no event shall the contractors, subcontractors, workers, employees or agents of either Party be considered agents 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.

10.12 Neither Party shall assign any interest, duty or right under this Agreement, in whole or in part, without the prior written approval from the other Party.

11. TERM

11.1 This Agreement shall be effective upon the date of the last signature below and remain in full force and effect until June 30, 2025 or unless terminated earlier as provided in to the Agreement.

11.2 All modifications, including renewals of this Agreement, shall be by written amendment and signed by the Parties.

11.3 Either Party may terminate this Agreement upon providing ninety (90) notice to the other Party. Any removal under Section 8 or early termination under Section 11 shall cause the annual Maintenance Fee and annual Electrical Energy charges to be prorated.

12. NOTICES

12.1 Notices under this agreement shall be directed as follows:

City of Mansfield
30 North Diamond Street
Mansfield, Ohio 44902

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

13. AUTHORIZATION

13.1 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized to do so.

14. COUNTERPARTS

14.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

15. SIGNATURE

15.1 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: _____ / _____

Jack Marchbanks, Director

DATE _____

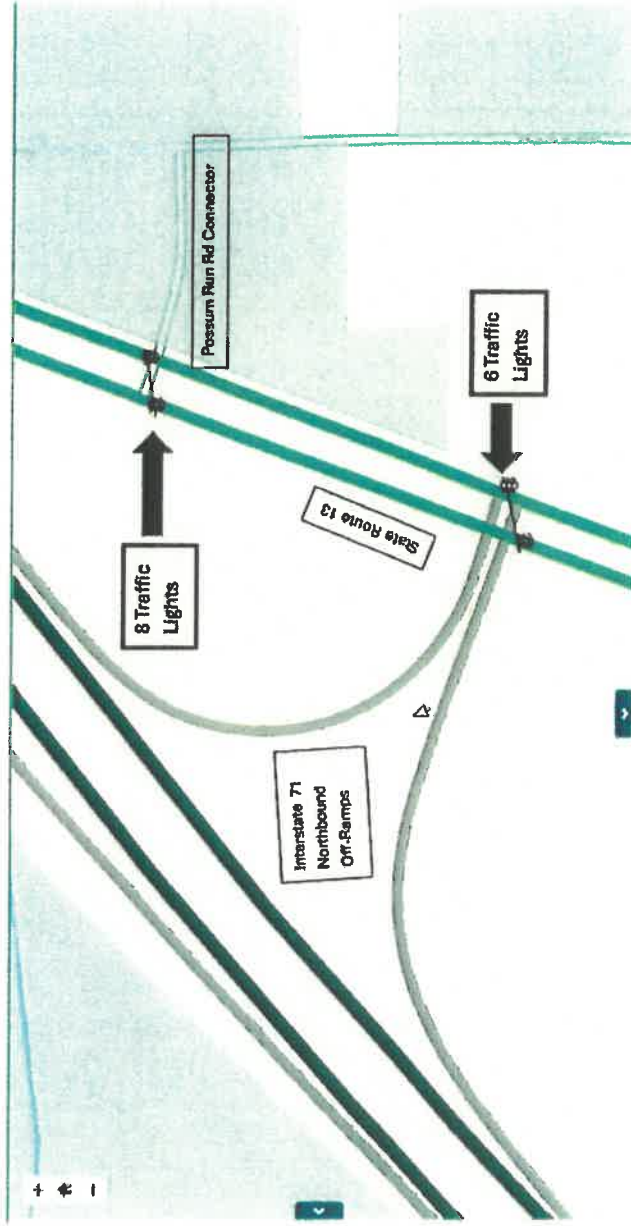
CITY OF MANSFIELD

By: _____

PRINT NAME AND TITLE

DATE _____

Exhibit D:



BILL #24-202

ORDINANCE # _____

BY: MR. DIAZ

Authorizing the Public Works Director to enter into an agreement with the Ohio Department of Transportation Director for maintenance and/or repair on certain portions of state highways in and around the City of Mansfield, and declaring an emergency.

WHEREAS, the City of Mansfield desires to maintain safe and passable road conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

SECTION 1. That the Public Works Director be, and is hereby, authorized on behalf of the City of Mansfield to execute all necessary documentation associated therewith for entering into an agreement with the Ohio Department of Transportation for the following services on certain portions of state highways in and around the City of Mansfield, all in accordance with the proposed documentation now on file in the Office of the Public Works Director.

SECTION 2. That by reason of the immediate necessity for executing all necessary documentation with the Ohio Department of Transportation as soon as possible, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety, and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	<u>1 Oct 2024</u>
1 st Reading	<u>1 Oct 2024</u>
2 nd Reading	<u> </u>
PASSED	<u>1 Oct 2024</u>

SIGNED /s/ Phillip E. Scott
President of Council

ATTEST /s/ Delaine Weiner
Clerk of Council

APPROVED /s/ Jodie Perry
Mayor

APPROVED AS TO FORM: Roeliff E. Harper
Law Director
City of Mansfield, Ohio

ODOT AGREEMENT NO. _____
City Consent Ordinance/Resolution No. _____

**AGREEMENT
BETWEEN THE STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION
AND THE CITY OF MANSFIELD, OHIO
FOR CERTAIN ROADWAY 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 Mansfield, 30 North Diamond Street, Mansfield, Ohio 44902, 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 maintenance on US 30, US 42, SR 13, SR 39, and SR 545 within the CITY.

WHEREAS, pursuant to Ohio Revised Code 5535.15, a municipal corporation may maintain or improve any section of a road under the control of the State when such maintenance or improvement is declared reasonably necessary and when the CITY certifies to the State that the funds necessary for such maintenance or improvement are available; 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 the CITY perform maintenance on US 30, US 42, SR 13, SR 39 and SR 545 OUTSIDE the CITY.

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

1. OBLIGATIONS OF ODOT

1.1 ODOT will perform routine maintenance as described in Section 3 of this Agreement, and in Exhibits B and C on the following routes within the CITY's corporate limits;

1.1.1 **US 30 for a total of 1.497 lane miles including:**

- Eastbound 2 lanes from the corporation limits at the 12.407 mile marker to the corporation limits at the 12.906 mile marker for a total of **0.998 lane miles**; and
- Westbound 1 lane from the corporation limits at the 12.906 mile marker to the corporation limits at the 12.23 mile marker for a total of **0.499 lane miles**.

1.1.2 **SR 13 for a total of 1.419 lane miles including:**

- Northbound 2 lanes from the 10.878 mile marker to the 11.214 mile marker for a total of **0.672 lane miles**; and
- Southbound from the 11.214 mile marker to the 10.878 mile marker for a total of **0.672 lane miles**; and
- Southbound lane from the 21.693 mile marker to the 21.654 mile marker for a total of **0.039 lane miles**; and
- Southbound lane from the 21.584 mile marker to the 21.548 mile marker for a total of **0.036 lane miles**.

1.1.3 **SR39 for a total of 4.683 lane miles including:**

- Eastbound 2 lanes from the 10.257 mile marker to the 11.998 mile marker for a total of **3.482 lane miles**; and
- Eastbound 2 lanes from the 12.071 mile marker to the 12.141 mile marker for a total of **0.14 lane miles**; and
- Eastbound 2 lanes from the 12.218 mile marker to the 12.246 mile marker for a total of **0.056 lane miles**; and
- Westbound 2 lanes from the 12.218 mile marker to the 12.182 mile marker for a total of **0.072 lane miles**; and
- Westbound 2 lanes from the 12.113 mile marker to the 11.998 mile marker for a total of **0.23 lane miles**; and
- Eastbound lane from the 18.523 mile marker to the 18.574 mile marker for a total of **0.051 lane miles**; and
- Eastbound lane from the 18.656 mile marker to the 18.95 mile marker for a total of **0.294 lane miles**; and
- Westbound lane from the 18.844 mile marker to the 18.557 mile marker for a total of **0.287 lane miles**; and
- Westbound lane from the 16.798 mile marker to the 16.727 mile marker for a total of **0.071 lane miles**.

1.1.4 **SR 545 for a total of 0.671 lane miles including:**

- Southbound lane from the 2.115 mile marker to the 1.444 mile marker for a total of **0.671 lane miles**.

1.2 ODOT grants the CITY the right to use and occupy the right-of-way in and abutting the section of US 30, US 42, SR 13, SR 39, and SR 545 herein described for the purposes of performing certain maintenance and/or repairs.

1.3 ODOT agrees to assume all future maintenance of the work provided by the CITY under this Agreement.

2. **OBLIGATIONS OF THE CITY**

2.1 The CITY will perform routine maintenance as described in Section 3 of this agreement on the following routes outside the CITY's corporate limits;

2.1.1 **US 30 for a total of 0.431 lane miles including:**

- US 30/ SR 545 Westbound on-ramp for a total of **0.22 lane miles**; and
- US 30/ SR 545 Westbound off-ramp for a total of **0.211 lane miles**.

2.1.2 **US 42 for a total of 0.636 lane miles including:**

- Northbound lane from Straub Road (7.151 mile marker) to the corporation limits at the 7.358 mile marker for a total of **0.207 lane miles**; and
- Southbound lane from the corporation limits at the 7.216 mile marker to Straub Road (7.151 mile marker) for a total of **0.065 lane miles**; and
- Northbound lane from the corporation limit at the 12.462 mile marker to the corporation limit at the 12.724 mile marker for a total of **0.262 lane miles**; and
- Northbound lane from the corporation limit at the 12.795 mile marker to the corporation limit at the 12.897 mile marker for a total of **0.102 lane miles**.

2.1.3 **SR13 for a total of 4.232 lane miles including:**

- Northbound and Southbound 4 lanes from Straub Road (12.065 mile marker) to the corporation limit at the 13.123 mile marker for a total of **4.232 lane miles**.

2.1.4 SR39 for a total of 0.054 lane miles including:

- Eastbound 2 lanes from Country Club Drive (13.147 mile marker) to the corporation limit at the 13.161 mile marker for a total of **0.028 lane miles**; and
- Eastbound lane from the corporation limit (16.701 mile marker) to Madison Road at the 16.727 mile marker for a total of **0.026 lane miles**.

2.1.5 SR545 for a total of 0.086 lane miles including:

- Northbound and Southbound 2 lanes from the corporation limit at the 1.143 mile marker to the corporation limit at the 1.186 mile marker for a total of **0.043 lane miles**.

2.2 The CITY grants ODOT the right to use and occupy the right-of-way in and abutting the section of US 30, SR 13, SR 39, and SR 545 described herein for the purpose of performing certain maintenance and/or repair.

2.3 The CITY agrees to assume all future maintenance of the work provided by ODOT under this Agreement.

3- 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, mowing, bridge deck patching, and sign repair. In the performance of this maintenance and repair, neither Party shall 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 Mowing shall include 2 mowings a year not over 30 feet from the edge of pavement to occur between May 1st and October 1st. Additional mowings are at the discretion of the responsible party.

3.4 This Agreement excludes guardrail maintenance, culvert maintenance and overhead lighting. Excluded maintenance items will be performed pursuant to statute by the jurisdiction where the maintenance item is located, as by defined by Ohio Revised Code, or pursuant to a separate agreement.

4. COMPENSATION

- 4.1 The CITY shall pay ODOT annually for the average cost of the maintenance and repair performed by ODOT described in section 1 of this Agreement that are in excess of the lane miles maintained by the CITY under this Agreement.
- 4.2 ODOT shall submit a proper invoice to the CITY for the six (6) year average cost of the routine maintenance and repair performed on the net lane miles maintained by ODOT for the CITY based upon the ratio of these net lane miles of state highway segments to the total lane miles maintained by ODOT in District 3 which currently equals 0.068%. ODOT shall submit said invoice on or about August 1st each year. The CITY shall pay all proper invoices submitted by ODOT within sixty (60) days of receipt.
- 4.3 This compensation is in addition to the compensation paid by the CITY to ODOT for furnishing all labor, equipment, and materials necessary to perform snow and ice removal and control on certain state highways within the CITY as set forth in a separate Agreement.
- 4.4 This Agreement in no way alters the means by which 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.

6. TERM OF AGREEMENT

- 6.1 This Agreement shall commence on the date of last signature below and shall expire June 30, 2025, but in no case shall this Agreement extend beyond 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. 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.

- 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.
- 7.7 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 ninety (90) 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.
- 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 event shall the contractors, subcontractors, workers, employees, or agents of either Party be considered agents 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 Mansfield
30 North Diamond Street
Mansfield, Ohio 44902

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

9. SIGNATURES

9.1 Any person executing this agreement in a representative capacity hereby represents that he/she has been duly authorized to execute this agreement.

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

CITY OF Mansfield

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF OHIO
Department of Transportation

By: _____
Jack Marchbanks, Director

Date: _____

LANE MILES MAINTAINED BY THE CITY FOR ODOT AS TRADE MILES

	From MM	To MM	Centerline Miles	Number of Lanes	Lane Miles
US 30/SR545 Westbound on-ramp			0.22	1	0.22
US 30/SR545 Westbound on-ramp			0.211	1	0.211
				TOTAL	0.431
US 42 (Northbound)	7.151	7.358	0.207	1	0.207
US 42 (Southbound)	7.216	7.151	0.065	1	0.065
US 42 (Northbound)	12.462	12.724	0.262	1	0.262
US 42 (Northbound)	12.795	12.897	0.102	1	0.102
				TOTAL	0.636
SR 13 (Northbound and Southbound)	12.065	13.123	1.058	4	4.232
				TOTAL	4.232
SR 39 (Eastbound)	13.147	13.161	0.014	2	0.028
SR 39 (Eastbound)	16.701	16.727	0.026	1	0.026
				TOTAL	0.054
SR 545 (Northbound and Southbound)	1.143	1.186	0.043	2	0.086
				TOTAL	0.086
TOTAL TRADE MILE CREDIT FOR THE CITY OF MANSFIELD					5.439
TOTAL TRADE MILE CREDIT FOR ODOT					8.27

BILL #24-203

ORDINANCE # _____

BY: MR. DIAZ

Authorizing the Public Works Director to enter into an agreement with the Ohio Department of Transportation Director for performing highway lighting (tower and underpass lighting) maintenance on certain portions of state highways in and around the City of Mansfield, and declaring an emergency.

WHEREAS, the City of Mansfield desires to maintain safe and passable road conditions.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, STATE OF OHIO:

SECTION 1. That the Public Works Director be, and is hereby, authorized on behalf of the City of Mansfield to execute all necessary documentation associated therewith for entering into an agreement with the Ohio Department of Transportation for the following services on certain portions of state highways in and around the City of Mansfield, all in accordance with the proposed documentation now on file in the Office of the Public Works Director.

SECTION 2. That by reason of the immediate necessity for executing all necessary documentation with the Ohio Department of Transportation as soon as possible, this measure is determined to be an emergency Ordinance for the immediate preservation of the public peace, health, safety, and welfare of the City of Mansfield and its inhabitants and providing it receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its adoption, otherwise from and after the earliest time allowed by law, after its passage and approval by the Mayor.

Caucus	<u>1 Oct 2024</u>
1 st Reading	<u>1 Oct 2024</u>
2 nd Reading	<u> </u>
PASSED	<u>1 Oct 2024</u>

SIGNED /s/ Phillip E. Scott
President of Council

ATTEST /s/ Delaine Weiner
Clerk of Council

APPROVED /s/ Jodie Perry
Mayor

APPROVED AS TO FORM: Roeliff E. Harper
Law Director
City of Mansfield, Ohio

Highway Lighting (Rev. Jan 2024)

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 Mansfield, 30 North Diamond Street, Mansfield, Ohio 44902, hereinafter referred to as the "CITY" and shall be referred to singularly as "party" and collectively as "parties".

WHEREAS, the highway lighting currently exists at the interchange of State Route 13 at Interstate 71 on original construction plans as circuits C1, C2, and C3 (tower lighting and underpass lighting) within the City of Mansfield; 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, ODOT 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 Maintenance Fee.

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

1.3.1 The current annual maintenance fee is \$922.29. 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.

- 1.3.2 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.
- 1.3.3 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 or remove the highway lighting.
- 1.3.4 The CITY 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. OBLIGATIONS OF ODOT

- 2.1 Maintenance and Inspection.
ODOT shall provide all normal maintenance for the efficient operation of subject highway lighting. Normal maintenance includes the repair and replacement of all highway lighting components that may be damaged by accident or deterioration, LED Bulb replacements, OUPS locates, other fixes to ensure the system is working properly and nighttime bi-monthly inspections to verify there are no circuits out of service.
- 2.2 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 Mansfield
30 North Diamond Street
Mansfield, Ohio 44902

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: _____ / _____

Jack Marchbanks, Director

DATE _____

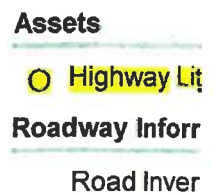
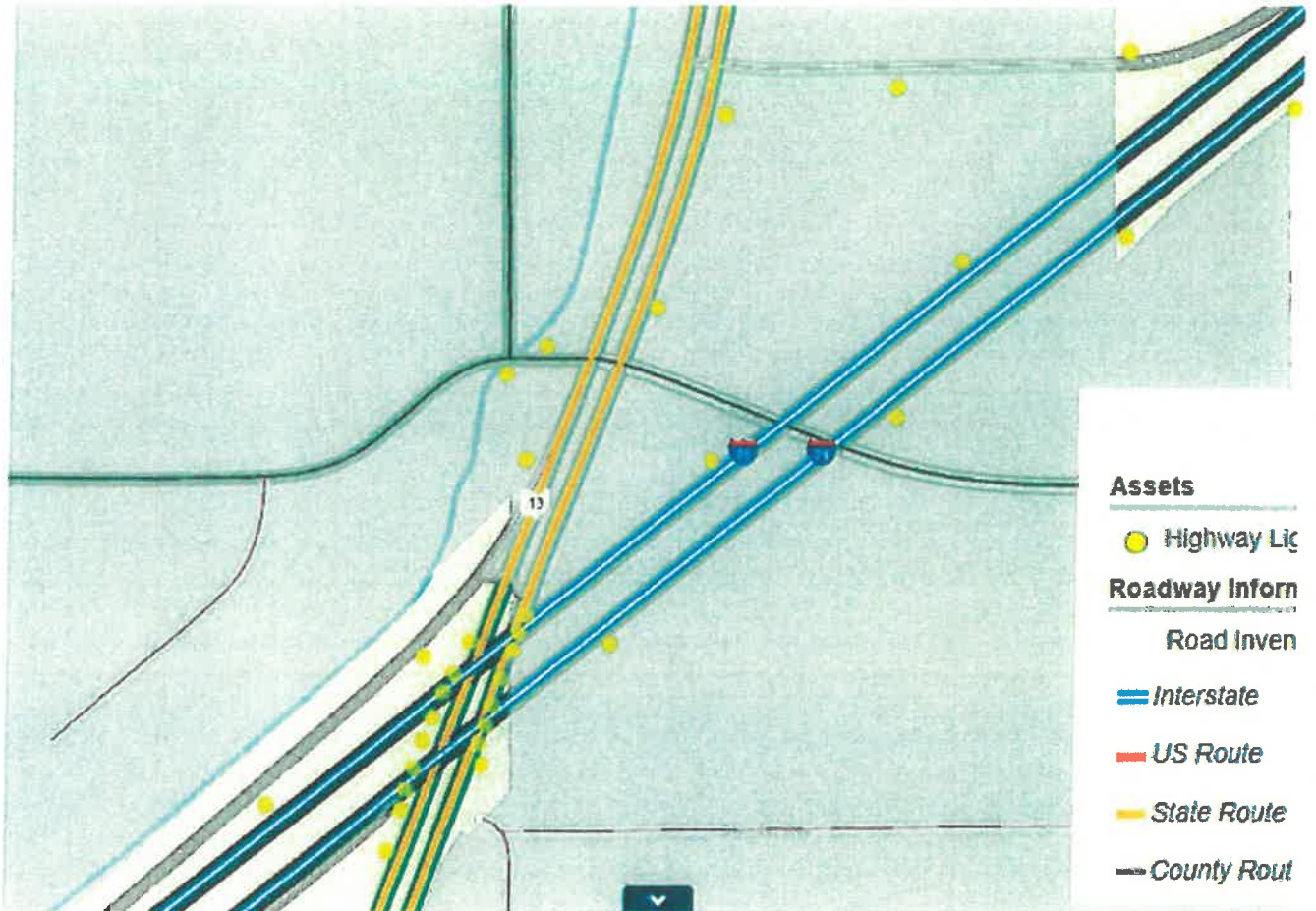
CITY OF MANSFIELD

By: _____

PRINT NAME AND TITLE

DATE _____

Exhibit E: Highway Lighting at SRI 3 and IR 71 Interchange:



City Snow and Ice Agreement Reimb (Rev. March 2024)

ODOT AGREEMENT NO. _____
City Consent Ordinance/Resolution No. _____

**AGREEMENT
BETWEEN THE STATE OF OHIO,
DEPARTMENT OF TRANSPORTATION
AND THE CITY OF MANSFIELD, 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 Mansfield, 30 North Diamond Street, Mansfield, Ohio 44902, 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, 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 US30, US42, SRI3, SR39, and SR545 within the CITY and that the CITY perform snow removal and ice control on US30, US42, SRI3, SR39, and SR545 outside the CITY.

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 within the CITY'S corporate limits as shown on Exhibits A Mansfield Snow and Ice Lane Mile Calculations, Exhibit B Mansfield Snow and Ice Agreement Map, and as described as follows:

1.1.1 **SR 13** Northbound lane from Longview Ave at 16.959 mile marker to Mansfield City corporation line at 21.548 mile marker;

SR 13 Southbound lane from Mansfield City corporation line at 21.693 mile marker to Mansfield City corporation line at 21.653 mile marker;

SR 13 Southbound lane from Mansfield City corporation line at 21.584 mile marker to Longview Avenue at 16.959 mile marker;

SR 39 Westbound 2 lanes from US30 at 13.796 mile marker to Mansfield City corporation line at 13.147 mile marker;

SR 39 Westbound 2 lanes from Mansfield City corporation line at 12.218 mile marker to Mansfield City corporation line at 12.182 mile marker

SR 39 Westbound 2 lanes from Mansfield City corporation line at 12.113 mile marker to Mansfield City corporation line at 11.998 mile marker;

SR 39 Eastbound 2 lanes from Mansfield City corporation line at 10.257 mile marker to Mansfield City corporation line at 11.998 mile marker;

SR 39 Eastbound 2 lanes from Mansfield City corporation line at 12.071 mile marker to Mansfield City corporation line at 12.141 mile marker;

SR 39 Eastbound 2 lanes from Mansfield City corporation line at 12.218 mile marker to Mansfield City corporation line at 12.246 mile marker;

SR 39 Eastbound 2 lanes from Mansfield City corporation line at 13.161 mile marker to US30 at 13.796 mile marker;

US 30 Eastbound 2 lanes and Westbound 2 lanes from Mansfield City corporation line at 8.819 mile marker to Mansfield City corporation line at 12.23 mile marker;

US 30 Eastbound 2 lanes and Westbound 2 lanes from Mansfield City corporation line at 12.407 mile marker to Mansfield City corporation line at 12.906 mile marker;

US 30 Trimble EB off ramp (0.70 miles);

US 30 Trimble EB on ramp (0.27 miles);

US 30 Trimble WB off ramp (0.22 miles);

US 30 Trimble WB on ramp (0.57 miles);

US 30 SR 39 EB offramp (0.36 miles);

US 30 SR 39 EB on ramp (0.26 miles);

US 30 SR 39 WB off ramp (0.24 miles);

US 30 SR 39 WB on ramp (0.34 miles);

US 30 SR 13 WB offramp (0.27 miles);

US 30 SR 13 WB on ramp (0.64 miles);

US 30 SR 13/SR 545 EB offramp (0.14 miles);

US 30 SR 13/SR 545 EB on ramp (0.12 miles);

US 30 SR 545 WB offramp (0.32 miles);

US 30 SR 545 WB on ramp (0.26 miles);

US 30 5th Ave. EB off ramp (0.41 miles);

US 30 5th Ave. EB on ramp (0.40 miles);

US 30 5th Ave. WB off ramp (0.33 miles); and

US 30 5th Ave. WB on ramp (0.41 miles).

1.1.2 **SR 13** Northbound 2 lanes and Southbound 2 lanes from the Mansfield City corporation line at 10.878 mile marker to The Mansfield City corporation line at 11.214 mile marker;

SR 39 Eastbound lane from Mansfield City corporation line at 18.523 mile marker to Mansfield City corporation line at 18.574 mile marker;

SR 39 Eastbound lane from Mansfield City corporation line at 18.656 mile marker to Mansfield City corporation line at 18.950 mile;

SR 39 Westbound lane from Mansfield City corporation line at 18.831 mile marker to Mansfield City corporation line at 18.557 mile marker;

SR 39 Westbound lane from Mansfield City corporation line at 16.798 mile marker to Madison Road at 16.719 mile marker;

US 42 Northbound lane from Mansfield City corporation line at 7.358 mile marker to Executive Dr. at 7.513 mile marker;

US 42 Southbound lane from Executive Dr. at 7.513 mile marker to Mansfield City corporation line at 7.216 mile marker;

SR 545 Southbound lane from Mansfield City corporation line at 4.477 mile marker to Mansfield City corporation line at 4.255 mile marker;

SR 545 Southbound lane from Mansfield City corporation line at 4.19 mile marker to Mansfield City corporation line at 4.157 mile marker;

SR 545 Southbound lane from Mansfield City corporation line at 4.062 mile marker to Mansfield City corporation line at 3.847 mile marker;

SR 545 Southbound lane from Mansfield City corporation line at 3.658 mile marker to Mansfield City corporation line at 3.306 mile marker; and

SR 545 Southbound lane from Mansfield City corporation line at 2.115 mile marker to Reformatory Road at 1.444 mile marker

- 1.2 ODOT will perform Snow and Ice removal during the normal course of removing snow and ice and applying snow and ice control material on roads within ODOT's responsibility. 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 grants the CITY the right to use and occupy the right-of-way in and abutting the section of SRI3, SR39, US42, AND SR545 herein described for the purposes of performing snow and ice removal and control operations.
- 1.4 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.

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 US30, SRI3, SR39, SR545, AND US42 herein described for the purposes of performing snow and ice removal and control operations.
- 2.2 The CITY is responsible for fixing, 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.
- 2.3 The CITY shall perform snow and ice removal and use of snow and ice control material in accordance with Ohio Revised Code sections 4511.04 and 4513.18 as shown on Exhibits A (Mansfield Map) and B (2024 Mansfield Lane Mile Calculations) and as described as follows:
 - 2.3.1 **SR 13** Northbound 2 lanes and Southbound 2 lanes from Straub Rd. at 12.064 mile marker to the Mansfield City corporation line at 13.123 mile marker;

SR 39 Eastbound lane from Mansfield City corporation line at 16.701 to Madison Road at 16.719 mile marker;

US 42 Northbound lane from the Mansfield City corporation line at 12.462 mile marker to Mansfield City corporation line at 12.724 mile marker;

US 42 Northbound lane from Mansfield City corporation line at 12.795 mile marker to Mansfield City corporation line at 12.897 mile marker;

SR 545 Southbound lane from Reformatory Road at 1.444 mile marker to the Mansfield City corporation line at 1.155 mile marker.

3- REIMBURSEMENT

- 3.1 The CITY shall pay ODOT the annual cost for work performed by ODOT described in subsection 1.1.1 of this Agreement.
 - 3.1.1 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 in Richland County for the year.
 - 3.1.2 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.
 - 3.1.3 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.
- 3.2 Neither ODOT nor the CITY shall provide reimbursement for costs incurred as a result of the work performed under subsections 1.1.2 and 2.3.1 of this Agreement. It is agreed by both ODOT and the CITY that the work outlined in subsections 1.1.2 and 2.3.1 of this Agreement will be performed at their sole cost and at no cost to the other Party.

4. INSPECTIONS

- 4.1 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.

5. TERM OF AGREEMENT

- 5.1 This Agreement shall commence on the date of last signature below shall expire June 30, 2025, but in no case shall this Agreement extend beyond the current biennium unless terminated sooner pursuant to paragraph 5.2 of this Agreement. Upon agreement of the Parties, this Agreement may be renewed in writing for additional (2) year terms.
- 5.2 This Agreement may be terminated by either party giving sixty (60) days written notice to the other party.

6. GENERAL PROVISIONS

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 The State of Ohio and ODOT are self-insured.
- 6.5 Each party shall be responsible for liability associated with the party's own errors, actions, or failures to act.
- 6.6 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.

- 6.7 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 ninety (90) 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.
- 6.8 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.
- 6.9 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.
- 6.10 In no event shall the contractors, subcontractors, workers, employees or agents of either Party be considered agents 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.

7. **NOTICE**

- 7.1 Notices under this agreement shall be directed as follows:

City of Mansfield
30 North Diamond Street
Mansfield, OH 44902

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

8. **SIGNATURES**

- 8.1 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.
- 8.2 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 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 MANSFIELD

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF OHIO
Department of Transportation

By: _____

Jack Marchbanks, Director

Date: _____

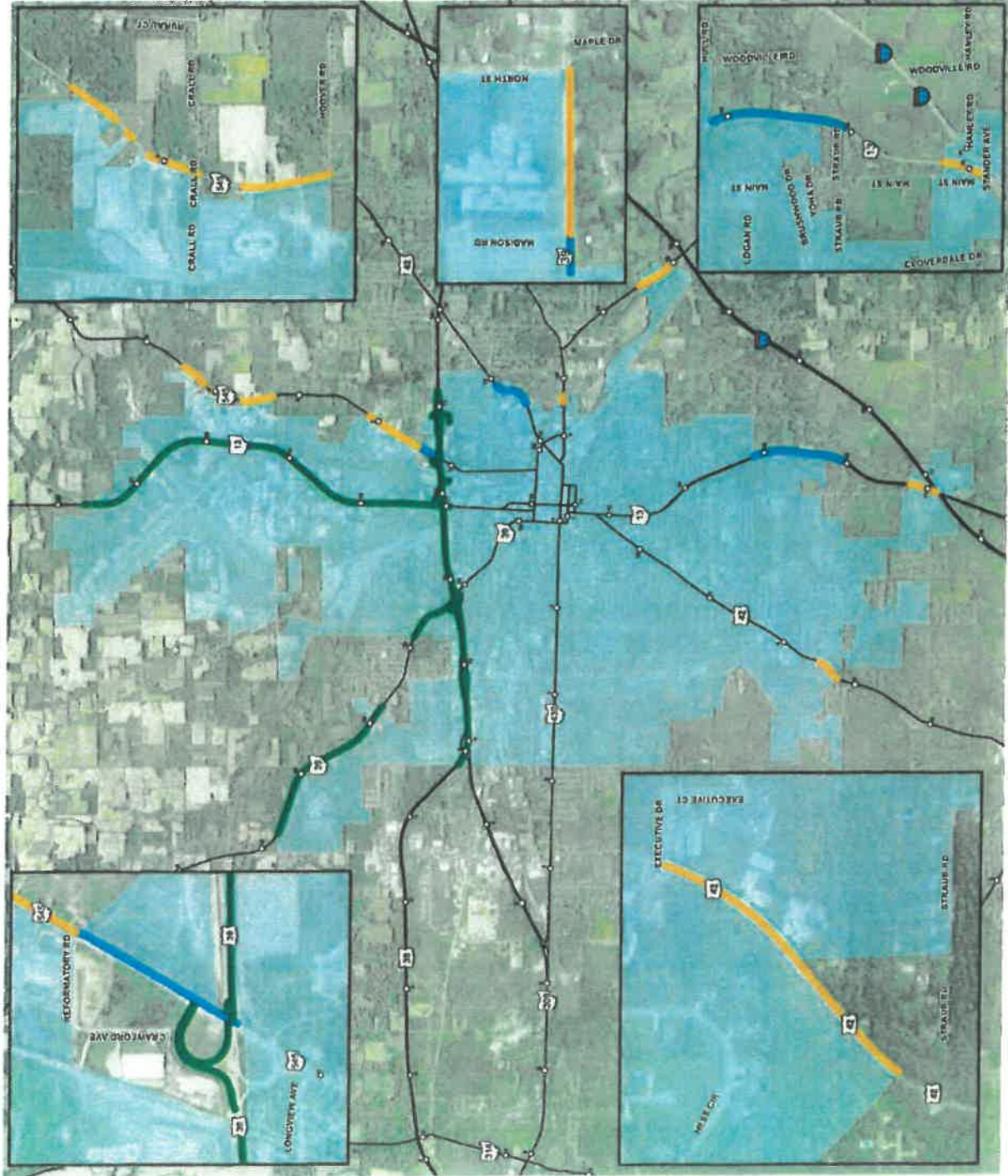
ODOT District 3 Mansfield Snow and Ice Agreement



Legend

Responsibility Description

- ODOT to perform on trade
- City of Mansfield to perform on trade
- ODOT to perform on fee schedule
- City of Mansfield Boundary



Department of Transportation
Division of Planning

ODOT does not make any warranty, expressed or implied, with respect to accuracy or completeness of the information contained herein. Any use of this information is at the user's own risk.

Published 9/11/2024.

RESOLUTION/ORDINANCE NO. _____

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; AND

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, pursuant to Section 5535.15 of the Ohio Revised Code, a municipal corporation may maintain or improve any section of a road under the control of the State when such maintenance or improvement is declared reasonably necessary by Council and when the City certifies to the State that the funds necessary for such maintenance or improvement are available; and

WHEREAS, portions of State Highway Nos. US30, US42, SRI3, SR39, and SR545 lie within the City of MANSFIELD, RICHLAND 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 State Highway Nos. US30, US42, SR13, SR39, and SR545 lie outside the City limits upon which 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 Nos. US30, US42, SR13, SR39, and SR545 lie within the City of MANSFIELD, RICHLAND 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, portions of State Highway Nos. US30, US42, SR13, SR39, and SR545 lie outside the City limits upon which the City is willing to perform certain maintenance and repair for ODOT 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 removal of snow and ice and the use of snow and ice control material on State Highways within the corporate limits of the City 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 MANSFIELD, RICHLAND 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 the City to perform certain maintenance and/or repair on any State Highway outside the city corporation limits listed in the agreement in accordance with the standard practices of ODOT.

SECTION V: It is hereby declared that the City has all funds necessary to perform the maintenance and repair on a portion of the State Highway as set forth in the agreement.

SECTION VI: The City (list position) _____ is authorized to enter into any agreement with ODOT for the mutual removal of snow and ice and the use of snow and ice control material and for the mutual performance of certain maintenance and/or repair of the State Highways as determined by the City and ODOT.

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

(the remainder of the Page is left intentionally blank)

SECTION VIII: That this Ordinance/Resolution shall take effect and be in force at the earliest time allowed by law.

Passed: _____, 20____

Attest: _____ Clerk _____, Mayor

CERTIFICATE OF COPY

City of _____

County of _____ Ohio

ss:

I, _____, as Clerk of the City of _____, 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 _____, 20____; 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 Ordinance Record No. _____, Page _____.

I have hereunto subscribed my name and affixed my official seal this _____ day of _____, 20____.

(SEAL)

Clerk
City of _____, Ohio

	From MM	To MM	Centerline Miles	Number of Lanes	Lane Miles
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SR13 (Northbound)	16.959	21.548	4.589	1	4.589
SR13 (Southbound)	21.693	21.653	0.04	1	0.04
SR13 (Southbound)	21.584	16.959	4.625	1	4.625
				TOTAL	9.254

SR39 (Westbound)	13.796	13.147	0.649	2	1.298
SR39 (Westbound)	12.218	12.182	0.036	2	0.072
SR39 (Westbound)	12.113	11.998	0.115	2	0.23
SR39 (Eastbound)	10.257	11.998	1.741	2	3.482
SR39 (Eastbound)	12.071	12.141	0.07	2	0.14
SR39 (Eastbound)	12.218	12.246	0.028	2	0.056
SR39 (Eastbound)	13.161	13.796	0.635	2	1.27
				TOTAL	6.543

US 30 (Eastbound and Westbound)	8.819	12.23	3.411	4	13.644
US 30 (Eastbound and Westbound)	12.407	12.906	0.499	4	1.996
				TOTAL MAINLINE	15.64

Trimble Rd EB off Ramp			0.7	1	0.7
Trimble Rd EB on Ramp			0.27	1	0.27
Trimble Rd WB off Ramp			0.22	1	0.22
Trimble Rd WB on Ramp			0.57	1	0.57
US30 SR39 EB off ramp			0.36	1	0.36
US30 SR39 EB on ramp			0.26	1	0.26
US30 SR39 WB off ramp			0.24	1	0.24
US30 SR39 WB on ramp			0.34	1	0.34
US30 SR13WB offramp			0.27	1	0.27
US30 SR13WB on ramp			0.64	1	0.64
US30 SR13/ SR545 EB off ramp			0.14	1	0.14
US30 SR13/ SR545 EB on ramp			0.12	1	0.12
US30 SR545 WB off ramp			0.32	1	0.32
US30 SR545 WB on ramp			0.26	1	0.26
US30 5th Avenue EB off ramp			0.41	1	0.41
US30 5th Avenue EB on ramp			0.4	1	0.4
US30 5th Avenue WB off ramp			0.33	1	0.33
US30 5th Avenue WB on ramp			0.41	1	0.41
				TOTAL RAMPS	6.26
				TOTAL US 30	21.9

TOTAL LANE MILES BILLABLE BY ODOT 37.702

TOTAL TRADE MILE CREDIT FOR THE CITY OF MANSFIELD BY AGREEMENT 4.907

TOTAL TRADE MILE CREDIT FOR ODOT BY AGREEMENT 3.937

Lane Miles Maintained by ODOT in all of Richland County 604.306

Lane Mile Ratio for the City of Mansfield 6.24%

Total Direct Cost for Snow and Ice Control by ODOT in Richland County FY 2024 \$ 1,437,626.76

LANE MILES MAINTAINED BY THE CITY FOR ODOT AS TRADE MILES

	From MM	To MM	Centerline Miles	Number of Lanes	Lane Miles
SR13 (Northbound and Southbound)	12.064	13.123	1.059	4	4.236
				TOTAL	<u>4.236</u>
SR39 (Eastbound)	16.701	16.719	0.018	1	0.018
				TOTAL	<u>0.018</u>
US42 (Northbound)	12.462	12.724	0.262	1	0.262
US42 (Northbound)	12.795	12.897	0.102	1	0.102
				TOTAL	<u>0.364</u>
SR545 (Southbound)	1.444	1.155	0.289	1	0.289
				TOTAL	<u>0.289</u>
TOTAL TRADE MILE CREDIT FOR THE CITY OF MANSFIELD					4.907

LANE MILES MAINTAINED BY ODOT FOR THE CITY AS TRADE MILES

	From MM	To MM	Centerline Miles	Number of Lanes	Lane Miles
SR13 (Northbound and Southbound)	10.878	11.214	0.336	4	1.344
				TOTAL	<u>1.344</u>
SR39 (Eastbound)	18.523	18.574	0.051	1	0.051
SR39 (Eastbound)	18.656	18.95	0.294	1	0.294
SR39 (Westbound)	18.831	18.557	0.274	1	0.274
SR39 (Westbound)	16.798	16.719	0.079	1	0.079
				TOTAL	<u>0.698</u>
US42 (Northbound)	7.358	7.513	0.155	1	0.155
US42 (Southbound)	7.513	7.216	0.297	1	0.297
				TOTAL	<u>0.452</u>
SR545 (Southbound)	4.477	4.255	0.222	1	0.222
SR545 (Southbound)	4.19	4.157	0.033	1	0.033
SR545 (Southbound)	4.062	3.847	0.215	1	0.215
SR545 (Southbound)	3.658	3.306	0.352	1	0.352
SR545 (Southbound)	2.115	1.444	0.671	1	0.671
				TOTAL	<u>1.493</u>
TOTAL TRADE MILE CREDIT FOR ODOT					3.987

The Administration proposes the following changes to the Regular ARPA Funds:

- Unappropriating \$900,000 from Water Line Design
- Unappropriating \$1,500,000 from North End Community Center
- Unappropriating \$66,613.61 from Dispatch (Next Gen PSCC System)
- Unappropriating \$482.29 from Police Training Facility – Furniture

For a total of: \$2,467,095.90

An additional \$408.679.59 remained unappropriated in Regular ARPA

Total Regular ARPA remaining: \$2,875,775.49

FOR SAME NIGHT PASSAGE from Regular ARPA Funds:

- Sandstone restoration for Liberty Park bridge & bath house, South Park monoliths - \$135,000
- Various Parks projects – (recreation projects, security, lighting, building maintenance, etc) - \$375,000

FOR PASSAGE at 2nd October Meeting from Regular ARPA Funds:

- Middle Park Bridge with MSE Wall - \$200,000
- Design Industrial Waterline Loop & Sanitary System – \$750,000
- Sidewalk Projects at King St. Park & Johns Park - \$575,000
- Tornado Sirens - \$160,000
- Police Command Vehicle - \$75,000