

# Summary - October 6th, 2026

## Committee Meetings

### Safety Committee @ 6:50pm

| <u>Bill</u>           | <u>Status</u> | <u>Title</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <u>Sponsor</u>   |
|-----------------------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <b>COUNCIL BEGINS</b> |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                  |
| <b>CAUCUS BEGINS</b>  |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                  |
| 26-172                | Vote          | AN ORDINANCE AUTHORIZING THE CITY TO PARTICIPATE IN AN AGGREGATED COMPETITIVE PROCUREMENT OF ELECTRIC ENERGY AND/OR NATURAL GAS FOR MUNICIPAL ACCOUNTS PROGRAM ADMINISTERED BY NOPEC; AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE TO EXECUTE ENERGY SUPPLIER AGREEMENTS; AND DECLARING AN EMERGENCY.                                                                                                                                                                                                                                                                                                                           | <b>Miranda</b>   |
| 26-173                | Vote          | Accepting and appropriating an Addiction Treatment Program (ATP) Grant in the amount of Nine Thousand Eight Hundred Eighty-One and 00/100 Dollars (\$9,881.00) from the Ohio Department of Mental Health and Addiction Services through the Richland County Board of Mental Health, and declaring an emergency.                                                                                                                                                                                                                                                                                                                  | <b>Falquette</b> |
| 26-174                | Vote          | Authorizing the Mayor and Safety-Service Director to accept a Justice Assistance Grant (JAG) from the Ohio Office of Criminal Justice Services (OCJS) in the amount of One Hundred Four Thousand Four Hundred Thirty-eight and 68/100 Dollars (\$104,438.68) to be used for the purpose of conducting drug law enforcement operations within the ten-county METRICH region, and to appropriate One Hundred Four Thousand Four Hundred Thirty-eight and 68/100 Dollars (\$104,438.68) from the unappropriated Grant Fund (#224) to the Police METRICH Grants (224.15.51) Other Charges Classification, and declaring an emergency | <b>Meier</b>     |
| 26-175                | Vote          | Accept and appropriate a grant from the U.S. Department of Homeland Security under the FY 2025 Assistance to Firefighters Grant Program in the amount of One Hundred Fifty-Six Thousand Seven Hundred Fifty-Two and 02/100 (\$156,752.02) to be used for overtime, training, and equipment, and declaring an emergency                                                                                                                                                                                                                                                                                                           | <b>Meier</b>     |

|                                                                           |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                  |
|---------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| 26-176                                                                    | Vote | Transferring appropriations in the amount of Forty Thousand and 00/100 Dollars (\$40,000.00) within the Safety Services Fund (#214), for the purpose of paying higher gas and diesel prices.                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Meier</b>     |
| 26-177                                                                    | Vote | Giving consent of the City and 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 got 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. | <b>Diaz</b>      |
| 26-178                                                                    | Vote | Authorizing payment to ODOT in the amount of One Hundred Thirty-Two Thousand Two Hundred Forty-One Dollars and 21/100 Dollars (\$132,241.21) by affirming a Then and Now Certificate of the Finance Director, and declaring an emergency.                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Falquette</b> |
| <b>NEXT MEETING: Tuesday, October 20th, 2026 7:00pm Council to follow</b> |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                  |

By: MR. MIRANDA

**CITY OF MANSFIELD, OHIO**  
**RICHLAND COUNTY**  
**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE AUTHORIZING THE CITY TO PARTICIPATE IN AN AGGREGATED COMPETITIVE PROCUREMENT OF ELECTRIC ENERGY AND/OR NATURAL GAS FOR MUNICIPAL ACCOUNTS PROGRAM ADMINISTERED BY NOPEC; AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE TO EXECUTE ENERGY SUPPLIER AGREEMENTS; AND DECLARING AN EMERGENCY.

**WHEREAS**, the City of Mansfield, Ohio (the "City") owns and operates municipal buildings, facilities, street lighting, and other utility accounts, as applicable, requiring electric energy and/or natural gas service; and,

**WHEREAS**, the City desires to obtain competitively priced electric energy and/or natural gas supply for such municipal accounts through a competitive procurement process; and,

**WHEREAS**, the City is a member of the Northeast Ohio Public Energy Council ("NOPEC") and participates in NOPEC's electricity and/or natural gas aggregation program(s); and,

**WHEREAS**, NOPEC has established a new program to assist commercial and industrial electricity and natural gas customers in achieving savings through its Ennovate division, and has substantial experience conducting competitive procurements for governmental and other entities; and,

**WHEREAS**, NOPEC's Ennovate division has developed a program to aggregate the City's load with the municipal loads of other NOPEC member participating political subdivisions to increase purchasing leverage, enhance supplier competition, and improve the opportunity to obtain favorable pricing and contract terms (the "Program"); and,

**WHEREAS**, the Council desires for the City's municipal accounts to participate in the Program and to approve and execute any resulting energy supply agreement(s) with energy supplier(s); and,

**WHEREAS**, the Council further finds that participation in the Program is in the best interests of the City, its residents, and taxpayers.

**NOW, THEREFORE**, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MANSFIELD, COUNTY OF RICHLAND, AND STATE OF OHIO, THAT:

**SECTION 1.** Unless and until this Ordinance is amended or repealed by the Council, the City is hereby authorized to participate in the Program administered by NOPEC for the purchase of electric energy supply and/or natural gas supply for municipal accounts designated by the City, and the City authorizes NOPEC's Ennovate division from time to time to include the City's municipal electricity and/or natural gas accounts in an aggregated procurement with the municipal accounts of other participating NOPEC member political subdivisions for the purpose of obtaining competitive pricing and favorable contract terms.

**SECTION 2.** Unless and until this Ordinance is amended or repealed by the Council, upon presentation of supplier proposal(s) by NOPEC's Ennovate division, the Mayor, or such other City official(s) as the Mayor designates, is authorized from time to time to execute successive energy supply agreements with the energy supplier(s) selected through the Program including extensions, renewals, replacement agreements, amendments, and other ancillary documents necessary to implement such procurements.

The Mayor may designate, in writing, the Finance Director, City Manager, or another appropriate City official to act on the Mayor's behalf for the purpose of reviewing energy supplier proposal(s) and executing the agreements necessary to implement such procurements under this Section if the Mayor is unavailable during the applicable execution window.

**SECTION 3.** The Mayor, Finance Director, and other appropriate City official(s) designated by the Mayor are authorized to execute such agreements with NOPEC's Ennovate division, other additional documents, and take such further actions as may be necessary or appropriate to carry out the intent of this Ordinance. Any actions previously taken by City officials consistent with the authority granted herein are hereby ratified and confirmed.

**SECTION 4.** The authority granted by this Ordinance is intended to establish an ongoing procurement process for the City's municipal electric energy and natural gas accounts' requirements.

**SECTION 5.** This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare of the City, and for the further reason that this Ordinance is required to be immediately effective in order to maximize the potential benefits through the Program.

DATED ADOPTED: \_\_\_\_\_, 2026

\_\_\_\_\_  
President of Council

Submitted to the Mayor for his/her approval on  
this \_\_\_\_ day of \_\_\_\_\_, 2026

ATTEST:  
this \_\_\_\_ day of \_\_\_\_\_, 2026

Approved by the Mayor  
\_\_\_\_\_, 2026

\_\_\_\_\_  
Clerk of Council

BY: MR. FALQUETTE

Accepting and appropriating an Addiction Treatment Program (ATP) Grant in the amount of Nine Thousand Eight Hundred Eighty-One and 00/100 Dollars (\$9,881.00) from the Ohio Department of Mental Health and Addiction Services through the Richland County Board of Mental Health, and declaring an emergency.

**WHEREAS**, that the Grant funds in the amount of Nine Thousand Eight Hundred Eighty-One and 00/100 Dollars (\$9,881.00), are to be used for administrative support.

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

SECTION 1. That this Council does hereby accept the Addiction Treatment Program (ATP) Grant awarded by the Ohio Department of Mental Health and Addiction Services through the Richland County Board of Mental Health to the City of Mansfield in the amount of Nine Thousand Eight Hundred Eighty-One and 00/100 Dollars (\$9,881.00).

SECTION 2. That the sum of Nine Thousand Eight Hundred Eighty-One and 00/100 Dollars (\$9,881.00) of the Grant funds accepted in Section 1 hereof be, and the same is hereby, appropriated from the unappropriated Grant Fund (#224) to the fund accounts and amounts shown in the following schedule:

|                                         |                   |
|-----------------------------------------|-------------------|
| <u>224.03.30 Municipal Court. Grant</u> |                   |
| Personal Service                        | <u>\$9,881.00</u> |
| Total                                   | \$9,881.00        |

SECTION 3. That by reason of the immediate necessity for accepting said Grant and authorizing their approved use for administrative support to the Municipal Court, 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 member 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                  | 06 October 2026                               |          |                                 |
| 1 <sup>st</sup> Reading | 06 October 2026                               |          |                                 |
| 2 <sup>nd</sup> Reading |                                               |          |                                 |
| PASSED                  | 06 October 2026                               | SIGNED   | <u>/s/ Phillip E. Scott</u>     |
| ATTEST                  | <u>/s/ Delaine Weiner</u><br>Clerk of Council | APPROVED | <u>/s/ Jodie Perry</u><br>Mayor |

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





**DEPARTMENT OF FINANCE  
STATEMENT OF FISCAL IMPACT**

***Other Future Commitments***

N/A

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**Disclosures of Possible Material Future Events**

N/A

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**General Assumptions**

A fiscal impact statement constitutes a forward-looking statement on the acceptance of funds from sources other than City revenue such as grants and the proper execution of all requirements as set forth in any grant application, agreement, or other duly enforceable stipulations.

In any case where a reasonable expectation of a future condition or event has been disclosed or is already known to Finance Department personnel, that information has been used as an assumption in the fiscal impact statement. Expectations not known or not considered reasonably expected to occur have been excluded from the fiscal impact statement. If an event or condition may occur which would have a material and *direct* fiscal impact, but is not reasonably expected to occur, it is disclosed in the fiscal impact statement.

General assumptions are made in this fiscal impact statement that the City staff executing the grant program already possess the required knowledge to perform all of the requirements of the grant, and that the information provided to the Finance Department to prepare this impact statement is true and correct. It is also assumed that no outside events will create a positive or negative influence on the grant program, and that there will be no changes in the legal, operational, or economic environment in which the grant program and the City as a whole operates, except as disclosed herein.

BILL #26-174

ORDINANCE # \_\_\_\_\_

BY: MRS. MEIER

Authorizing the Mayor and Safety-Service Director to accept a Justice Assistance Grant (JAG) from the Ohio Office of Criminal Justice Services (OCJS) in the amount of One Hundred Four Thousand Four Hundred Thirty-eight and 68/100 Dollars (\$104,438.68) to be used for the purpose of conducting drug law enforcement operations within the ten-county METRICH region, and to appropriate One Hundred Four Thousand Four Hundred Thirty-eight and 68/100 Dollars (\$104,438.68) from the unappropriated Grant Fund (#224) to the Police METRICH Grants (224.15.51) Other Charges Classification, and declaring an emergency.

**WHEREAS**, The Ohio Office of Criminal Justice has awarded a Justice Assistance Grant (JAG) to the City of Mansfield to provide funds to conduct drug law enforcement operations within the ten-county METRICH region, and

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

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

SECTION 1. That the Mayor and Safety-Service Director be, and they are hereby, authorized to accept funding from the Ohio Office of Criminal Justice Services in the amount of One Hundred Four Thousand Four Hundred Thirty-eight and 68/100 Dollars (\$104,438.68) to be used for METRICH operations and to execute any and all documents pertaining to the receipt and use of said funds.

SECTION 2. That the sum of One Hundred Four Thousand Four Hundred Thirty-eight and 68/100 Dollars (\$104,438.68) be, and the same is hereby, appropriated from the unappropriated Grant Fund (#224) to the Police METRICH Grants (224.15.51) Other Charges Classification.

SECTION 3. That by reason of the immediate necessity to accept this funding for public safety, 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                  | 06 October 2026 |
| 1 <sup>st</sup> Reading | 06 October 2026 |
| 2 <sup>nd</sup> Reading |                 |
| PASSED                  | 06 October 2026 |

SIGNED /s/ Phillip E. Scott

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





**DEPARTMENT OF FINANCE  
STATEMENT OF FISCAL IMPACT**

***Other Future Commitments***

N/A

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**Disclosures of Possible Material Future Events**

N/A

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**General Assumptions**

A fiscal impact statement constitutes a forward-looking statement on the acceptance of funds from sources other than City revenue such as grants and the proper execution of all requirements as set forth in any grant application, agreement, or other duly enforceable stipulations.

In any case where a reasonable expectation of a future condition or event has been disclosed or is already known to Finance Department personnel, that information has been used as an assumption in the fiscal impact statement. Expectations not known or not considered reasonably expected to occur have been excluded from the fiscal impact statement. If an event or condition may occur which would have a material and *direct* fiscal impact, but is not reasonably expected to occur, it is disclosed in the fiscal impact statement.

General assumptions are made in this fiscal impact statement that the City staff executing the grant program already possess the required knowledge to perform all of the requirements of the grant, and that the information provided to the Finance Department to prepare this impact statement is true and correct. It is also assumed that no outside events will create a positive or negative influence on the grant program, and that there will be no changes in the legal, operational, or economic environment in which the grant program and the City as a whole operates, except as disclosed herein.

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



**DEPARTMENT OF FINANCE  
STATEMENT OF FISCAL IMPACT**

**RE:** FY 2025 Assistance to Firefighters Grant

**Nature of Statement and Information Disclosed**

This is a statement of fiscal impact for the City of Mansfield to accept funding from the:  
U.S. Department of Homeland Security (DHS)

This impact statement has been performed in accordance with the City's revenue policy, adopted by City Council on August 6, 2013 with ordinance #13-166. It is a statement solely for the purpose of analyzing and reporting the fiscal impact on the City of Mansfield of either accepting or not accepting the proposed funding and using certain assumptions as indicated herein. No attempt is made to evaluate the application, award documents or any special condition for suitability to City objectives.

**Current Fiscal Impacts**

***Impact on Revenue***

Grant/Other Funding: \$156,752.02  
Funding Period: 9/28/26 - 9/27/28

***Impact on Expenditures***

**PROJECT COSTS:**

|                            |              |
|----------------------------|--------------|
| Equipment                  | \$122,677.00 |
| Overtime                   | \$40,000.23  |
| Contractual Services Other | \$9,750.00   |

**Total Project Costs: \$ 172,427.23**

The total project cost is estimated at \$ 172,427.23 . Note: \* Similar award in 2025 (ord.#25-153).

**Match Required: \$15,675.21**

\* City Cash Match \$15,675.21

**Future Fiscal Impact**

***Impact on Revenue***

N/A

***Impact on Expenditures***

N/A



DEPARTMENT OF FINANCE  
STATEMENT OF FISCAL IMPACT

*Other Future Commitments*

N/A

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**Disclosures of Possible Material Future Events**

N/A

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**General Assumptions**

A fiscal impact statement constitutes a forward-looking statement on the acceptance of funds from sources other than City revenue such as grants and the proper execution of all requirements as set forth in any grant application, agreement, or other duly enforceable stipulations.

In any case where a reasonable expectation of a future condition or event has been disclosed or is already known to Finance Department personnel, that information has been used as an assumption in the fiscal impact statement. Expectations not known or not considered reasonably expected to occur have been excluded from the fiscal impact statement. If an event or condition may occur which would have a material and *direct* fiscal impact, but is not reasonably expected to occur, it is disclosed in the fiscal impact statement.

General assumptions are made in this fiscal impact statement that the City staff executing the grant program already possess the required knowledge to perform all of the requirements of the grant, and that the information provided to the Finance Department to prepare this impact statement is true and correct. It is also assumed that no outside events will create a positive or negative influence on the grant program, and that there will be no changes in the legal, operational, or economic environment in which the grant program and the City as a whole operates, except as disclosed herein.

RESOLUTION # \_\_\_\_\_

Transferring appropriations in the amount of Forty Thousand and 00/100 Dollars (\$40,000.00) within the Safety Services Fund (#214), for the purpose of paying higher gas and diesel prices.

SECTION 1. That appropriations in the amount of Forty Thousand and 00/100 Dollars (\$40,000.00) be, and the same is hereby, transferred within the Safety Services Fund (#214) from the Fire Department Operations (214.16.01) Personnel Services Classification to the Fire Department Operations (214.16.01) Supplies and Materials Classification for the purpose of paying higher gas and diesel prices.

|                         |                 |
|-------------------------|-----------------|
| Caucus                  | 06 October 2026 |
| 1 <sup>st</sup> Reading | 06 October 2026 |
| 2 <sup>nd</sup> Reading |                 |
| PASSED                  | 06 October 2026 |

APPROVED /s/ Jodie Perry  
Mayor

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

BILL # 26-177

RESOLUTION # \_\_\_\_\_

BY: MR. DIAZ

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, SR13, SR39, SR309, 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) Public Works Director 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 \_\_\_\_\_ ss: \_\_\_\_\_ Ohio

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\_\_\_\_.

Clerk  
(SEAL)

Ohio

\_\_\_\_\_  
City of \_\_\_\_\_,

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, SR13, SR39, SR309 and SR545 within the CITY and that the CITY perform snow removal and ice control on US30, US42, SR13, 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;

**SR309** Eastbound 2 lanes from Mansfield City corporation line at 8.725 mile marker to beginning of ramp at 8.846 mile marker;

**SR309** Westbound 2 lanes from Mansfield City corporation line at 8.715 mile marker to beginning of ramp at 8.812 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/SR309** EB ramp (0.43 miles);

**US 30/SR309** WB ramp including fly-over bridge (7001894) (0.50 miles);

**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 off ramp (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 off ramp (0.27 miles);

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

**US 30** SR 13/SR 545 EB off ramp (0.14 miles);

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

**US 30** SR 545 WB off ramp (0.32 miles);

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

**US 30** 5<sup>th</sup> Ave. EB off ramp (0.41 miles);

**US 30** 5<sup>th</sup> Ave. EB on ramp (0.40 miles);

**US 30** 5<sup>th</sup> Ave. WB off ramp (0.33 miles); and

**US 30** 5<sup>th</sup> 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 SR13, SR39, US42, AND SR545 herein described for the purposes of performing snow and ice removal and control operations.
- 1.4 ODOT is responsible for fixing, 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, SR13, 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 July 1, 2025 and shall expire June 30, 2027, 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: \_\_\_\_\_

Pamela Boratyn, Director

Date: \_\_\_\_\_

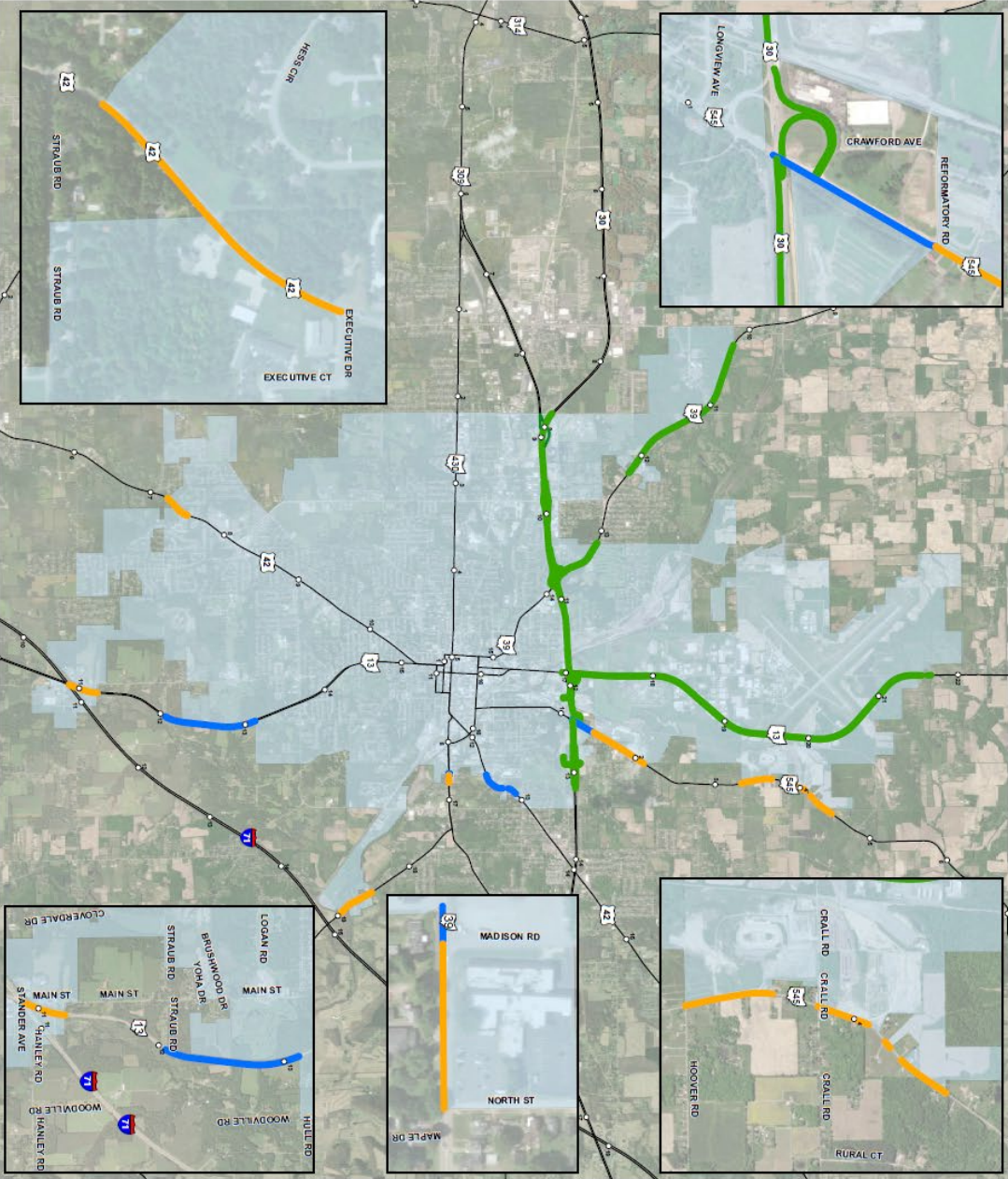
## Exhibit A: City of Mansfield Snow and Ice Lane Mileage Calculations

|                                 | From MM | To MM  | Centerline Miles | Number of Lanes                                                | Lane Miles     |
|---------------------------------|---------|--------|------------------|----------------------------------------------------------------|----------------|
| 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          |
|                                 |         |        |                  | <b>TOTAL</b>                                                   | <b>9.254</b>   |
| 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           |
|                                 |         |        |                  | <b>TOTAL</b>                                                   | <b>6.548</b>   |
| SR309 (Eastbound)               | 8.725   | 8.846  | 0.121            | 2                                                              | 0.242          |
| SR309 (Westbound)               | 8.715   | 8.812  | 0.097            | 2                                                              | 0.194          |
|                                 |         |        |                  | <b>TOTAL</b>                                                   | <b>0.436</b>   |
| 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          |
|                                 |         |        |                  | <b>TOTAL MAINLINE</b>                                          | <b>15.64</b>   |
| US30 SR309 EB on Ramp           | 8.864   | 9.299  | 0.43             | 1                                                              | 0.43           |
| US30 SR309 WB off Ramp          | 8.812   | 9.314  | 0.50             | 1                                                              | 0.50           |
| 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 SR13 WB off ramp           |         |        | 0.27             | 1                                                              | 0.27           |
| US30 SR13 WB 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           |
|                                 |         |        |                  | <b>TOTAL RAMPS</b>                                             | <b>6.26</b>    |
|                                 |         |        |                  | <b>TOTAL US 30</b>                                             | <b>21.9</b>    |
|                                 |         |        |                  | <b>TOTAL LANE MILES BILLABLE BY ODOT</b>                       | <b>38.138</b>  |
|                                 |         |        |                  | <b>Lane Miles Maintained by ODOT in all of Richland County</b> | <b>604.306</b> |
|                                 |         |        |                  | <b>Lane Mile Ratio for the City of Mansfield</b>               | <b>6.31%</b>   |

Exhibit A: City of Mansfield Snow and Ice  
Lane Mileage Calculations, continued..

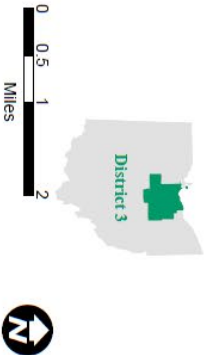
| NO CHARGES EXCHANGED FOR MILES TRADED ON THIS SHEET PER AGREEMENT |         |        |                  |                 |              |
|-------------------------------------------------------------------|---------|--------|------------------|-----------------|--------------|
| LANE MILES MAINTAINED 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        |
|                                                                   |         |        |                  | <b>TOTAL</b>    | <b>4.236</b> |
| SR39 (Eastbound)                                                  | 16.701  | 16.719 | 0.018            | 1               | 0.018        |
|                                                                   |         |        |                  | <b>TOTAL</b>    | <b>0.018</b> |
| US42 (Northbound)                                                 | 12.462  | 12.724 | 0.262            | 1               | 0.262        |
| US42 (Northbound)                                                 | 12.795  | 12.897 | 0.102            | 1               | 0.102        |
|                                                                   |         |        |                  | <b>TOTAL</b>    | <b>0.364</b> |
| SR545 (Southbound)                                                | 1.444   | 1.155  | 0.289            | 1               | 0.289        |
|                                                                   |         |        |                  | <b>TOTAL</b>    | <b>0.289</b> |
| <b>TOTAL TRADE MILE CREDIT FOR THE CITY OF MANSFIELD</b>          |         |        |                  |                 | <b>4.907</b> |

| 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        |
|                                                           |         |        |                  | <b>TOTAL</b>    | <b>1.344</b> |
| 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        |
|                                                           |         |        |                  | <b>TOTAL</b>    | <b>0.698</b> |
| US42 (Northbound)                                         | 7.358   | 7.513  | 0.155            | 1               | 0.155        |
| US42 (Southbound)                                         | 7.513   | 7.216  | 0.297            | 1               | 0.297        |
|                                                           |         |        |                  | <b>TOTAL</b>    | <b>0.452</b> |
| 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        |
|                                                           |         |        |                  | <b>TOTAL</b>    | <b>1.493</b> |
| <b>TOTAL TRADE MILE CREDIT FOR ODOT</b>                   |         |        |                  |                 | <b>3.987</b> |
| <b>TRADE DEFICIT</b>                                      |         |        |                  |                 | <b>0.92</b>  |



# ODOT District 3 Mansfield Snow and Ice Agreement

Exhibit B



## 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

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 A: Mansfield Routine Maintenance Lane Mile Calculations and Exhibit B: Mansfield Routine Maintenance Agreement Map 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 1<sup>st</sup> and October 1<sup>st</sup>. 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 reimburse 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 July 1, 2025 and shall expire June 30, 2027, 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.

Date: \_\_\_\_\_

CITY OF Mansfield

STATE OF OHIO

Department of Transportation

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Pamela Boratyn, Director

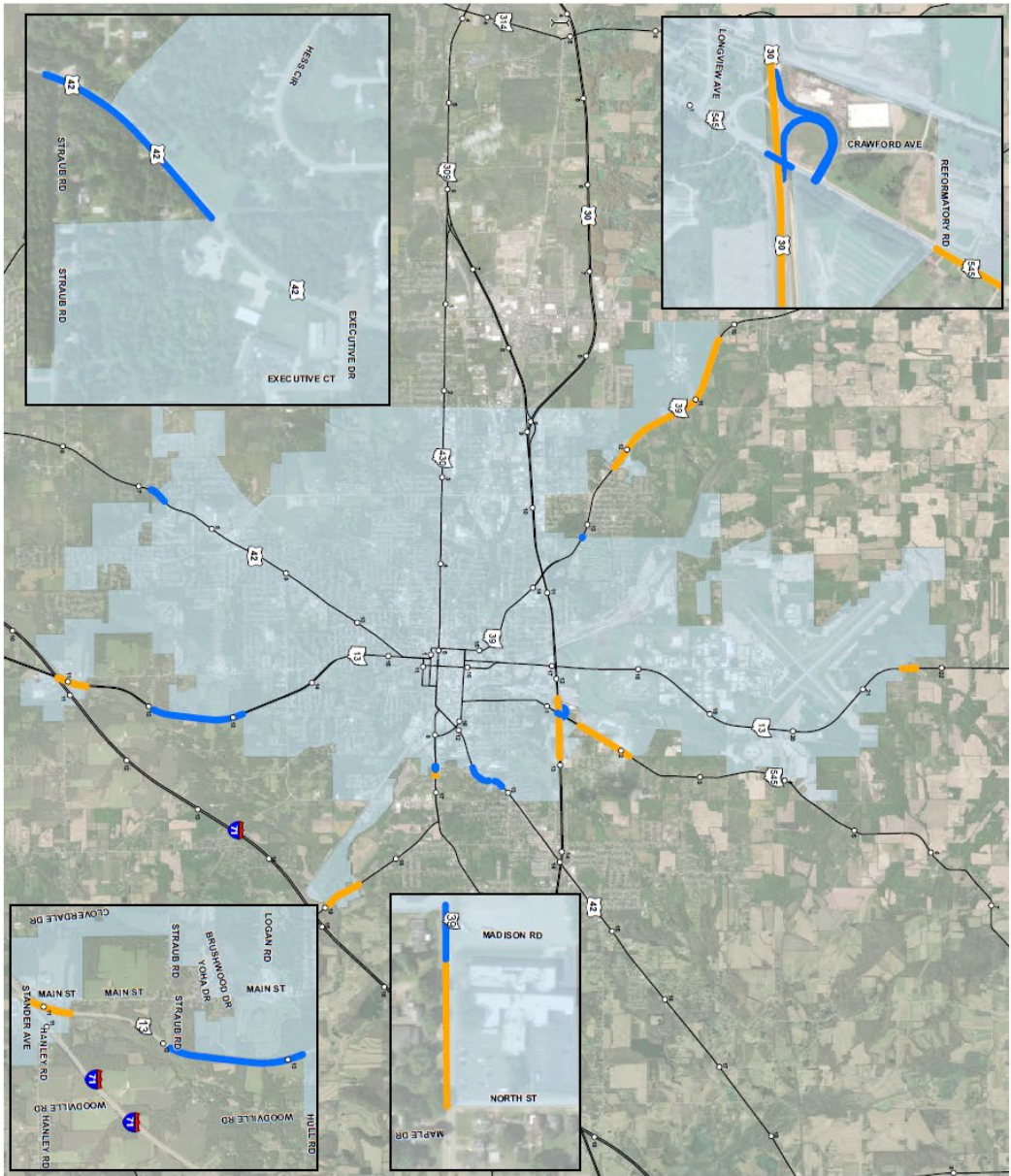
Title: \_\_\_\_\_

Date: \_\_\_\_\_

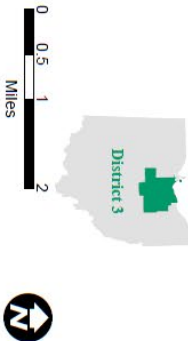
## Exhibit A: Mansfield Routine Maintenance Lane Mile Calculations

| LANE MILES MAINTAINED BY ODOT FOR THE CITY AS TRADE MILES |         |        |                  |                 |              |
|-----------------------------------------------------------|---------|--------|------------------|-----------------|--------------|
| Exhibit A                                                 |         |        |                  |                 |              |
|                                                           | From MM | To MM  | Centerline Miles | Number of Lanes | Lane Miles   |
| US 30 (Eastbound)                                         | 12.407  | 12.906 | 0.499            | 2               | 0.998        |
| US 30 (Westbound)                                         | 12.906  | 12.407 | 0.499            | 1               | 0.499        |
|                                                           |         |        |                  | <b>TOTAL</b>    | <b>1.497</b> |
| SR13 (Northbound)                                         | 10.878  | 11.214 | 0.336            | 2               | 0.672        |
| SR13 (Southbound)                                         | 11.214  | 10.878 | 0.336            | 2               | 0.672        |
| SR13 (Southbound)                                         | 21.693  | 21.654 | 0.039            | 1               | 0.039        |
| SR13 (Southbound)                                         | 21.584  | 21.548 | 0.036            | 1               | 0.036        |
|                                                           |         |        |                  | <b>TOTAL</b>    | <b>1.419</b> |
| 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 (Westbound)                                          | 12.218  | 12.182 | 0.036            | 2               | 0.072        |
| SR39 (Westbound)                                          | 12.113  | 11.998 | 0.115            | 2               | 0.23         |
| SR39 (Eastbound)                                          | 18.523  | 18.574 | 0.051            | 1               | 0.051        |
| SR39 (Eastbound)                                          | 18.656  | 18.95  | 0.294            | 1               | 0.294        |
| SR39 (Westbound)                                          | 18.844  | 18.557 | 0.287            | 1               | 0.287        |
| SR39 (Westbound)                                          | 16.798  | 16.727 | 0.071            | 1               | 0.071        |
|                                                           |         |        |                  | <b>TOTAL</b>    | <b>4.683</b> |
| SR545 (Southbound)                                        | 2.115   | 1.444  | 0.671            | 1               | 0.671        |
|                                                           |         |        |                  | <b>TOTAL</b>    | <b>0.671</b> |
| 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        |
|                                                           |         |        |                  | <b>TOTAL</b>    | <b>0.431</b> |
| 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        |
|                                                           |         |        |                  | <b>TOTAL</b>    | <b>0.636</b> |
| SR 13 (Northbound and Southbound)                         | 12.065  | 13.123 | 1.058            | 4               | 4.232        |
|                                                           |         |        |                  | <b>TOTAL</b>    | <b>4.232</b> |
| SR 39 (Eastbound)                                         | 13.147  | 13.161 | 0.014            | 2               | 0.028        |
| SR 39 (Eastbound)                                         | 16.701  | 16.727 | 0.026            | 1               | 0.026        |
|                                                           |         |        |                  | <b>TOTAL</b>    | <b>0.054</b> |
| SR 545 (Northbound and Southbound)                        | 1.143   | 1.186  | 0.043            | 2               | 0.086        |
|                                                           |         |        |                  | <b>TOTAL</b>    | <b>0.086</b> |
| <b>TOTAL TRADE MILE CREDIT FOR THE CITY OF MANSFIELD</b>  |         |        |                  |                 | <b>5.439</b> |
| <b>TOTAL TRADE MILE CREDIT FOR ODOT</b>                   |         |        |                  |                 | <b>8.27</b>  |
| <b>TRADE DEFICIT</b>                                      |         |        |                  |                 | <b>2.831</b> |
| Lane Miles in D3                                          | 4186    |        |                  |                 |              |
| Total Lane Miles Deficit                                  | 2.831   |        |                  |                 |              |
| Mansfield Routine Maint Ratio                             | 0.068%  |        |                  |                 |              |

Exhibit B: Mansfield Routine Maintenance Agreement Map



**ODOT District 3**  
**Mansfield Routine**  
**Maintenance Agreement**  
**Exhibit B**



- Legend**
- Responsibility Description**
- ODOT to perform on trade
  - City of Mansfield to perform on trade
  - City of Mansfield Boundary