

VILLAGE OF RIPLEY, OHIO

ORDINANCE NO. _____

**AN ORDINANCE REQUIRING THE REGISTRATION OF DILAPIDATED STRUCTURES
IN THE VILLAGE OF RIPLEY**

WHEREAS, The Village of Ripley recognizes that the health, safety, and welfare of their citizens and first responders require that real property contained within the municipal limits, such as dilapidated structures shall be maintained in a fashion that promotes the utmost safety; and

WHEREAS, The Village of Ripley seeks to establish a program to identify, register and inspect dilapidated structures that may present a fire hazard, that may provide temporary occupancy for transients, and that may detract from private or public efforts to rehabilitate or maintain surrounding structures.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Ripley, State of Ohio, by a majority or more vote of all of its members elected to the legislative authority:

SECTION 1: PURPOSE

This Ordinance is adopted to establish a program for identifying and registering dilapidated structures within the Village of Ripley that may present a fire hazard, that may provide temporary occupancy by transients, that may detract from private and/or public efforts to rehabilitate or maintain surrounding structures, and that may present a hazard to the health, safety and welfare of the public. Through a registration, inspection, and monitoring process, dilapidated structures will be kept weather tight and secure from trespassers, will provide safe entry to police officers and firefighters in times of emergency, will not impede private and/or public efforts to rehabilitate or maintain surrounding structures, and will not otherwise present a public hazard so that the health, safety, and welfare of the public is served by these regulations.

SECTION 2: DEFINITIONS

Unless otherwise expressly stated, the following terms shall for the purpose of this Ordinance, have the following meanings:

(a) "Authorized agent" means a person that resides within Brown County, Ohio who shall be authorized in writing by the owner or person in control of a dilapidated structure to be responsible for the security and maintenance of the structure and property, who shall have access to the structure and property and who shall be available at all times in the case that an emergency occurs requiring immediate response and/or to make immediate repairs.

(b) "Dilapidated structure" means a structure which through neglect or injury lacks necessary repairs or otherwise is in a state of decay or partial ruin to such an extent that the structure is a hazard to the health, safety, or welfare of the general public or a vacant structure which is unfit for human occupancy due to the lack of necessary repairs and is considered uninhabitable and is a hazard to the health, safety, and welfare of the general public

(c) "Fire Chief" means the Fire Chief of the Village of Ripley or his or her designee.

(d) "Fire Department" means the Fire Department of the Village of Ripley.

(e) "Key box" means a secure device with a lock operable only by a fire department master key, and containing structure entry keys and other keys that may be required for access in an emergency.

(f) "Owner" means any person who, alone, or jointly or severally with others, shall have the legal or equitable title to a property, and shall include executors, administrators, trustees or guardians of the estate of the owner, and any purchaser or assignee under a certificate of sale pursuant to a mortgage foreclosure as evidenced by the signature of the judge upon the confirmation of sale, whether or not the deed has been filed with the Brown County Recorder's Office. The term "owner" shall also include partnerships, corporations, and other unincorporated associations. Any individual owner, regardless of whether he or she shares ownership responsibility with any other person, any general partner of a partnership, and any officer of a corporation or unincorporated association, shall have direct and personal responsibility and liability for compliance with the provisions of this Ordinance.

(g) "Person" means an individual, partnership, association, syndicate, company, firm, trust, corporation, government corporation, department, bureau, agency, or any entity recognized by law.

(h) "Person in control" means the owner of the property; a mortgagee or vendee in possession; a receiver; an executor; a trustee; and any person, public or private entity, lessee or holder of a lesser estate in the property, and/or its duly authorized agent(s), with the authority to bring a structure or property into compliance with the provisions of this Ordinance, including but not limited to any mortgagee that has filed an action in foreclosure on the particular property at issue, based on breach or default of a mortgage agreement, until title to the property is transferred to a third party.

(i) "Property" means not only the dilapidated structure and any other structures of any kind or nature located on the lot, but also the entire parcel of land surrounding the dilapidated structure, including, but not limited to, fences, walkways, walls, and appurtenances.

SECTION 3: OBLIGATIONS OF OWNERS AND PERSONS IN CONTROL

No owner or person in control of a dilapidated structure shall fail to do any of the following:

(a) Fail to remediate the delapidated structure to the satisfaction of the Village of Ripley within 180 days after the delapidated structure has been designated by the Fire Chief.

(b) Register the dilapidated structure with the Fire Department in accordance with the requirements of this Ordinance.

(c) Designate an authorized agent if the owner or person in control of the dilapidated structure does not reside within Brown County, Ohio or a contiguous county.

(d) At all times maintain an operable key box for use by the Fire Department to access the dilapidated structure.

(e) At all times maintain the property in accordance to the Ordinances of the Village of Ripley.

(f) Acquire or otherwise maintain general liability insurance covering the dilapidated structure in an amount of not less than one million dollars (\$1,000,000). The insurance policy shall provide for written notice to the Fire Chief within thirty (30) days of any lapse, cancellation, or change in coverage.

(g) At all times allow the Fire Chief to inspect and monitor the dilapidated structure premises including the inside portions.

(h) Remove a placard or other conspicuous sign from the delapidated structure that has been placed by the Fire Chief designating the structure as a delapidated structure.

SECTION 4: REGISTRATION

(a) All dilapidated structures located within the Village shall be registered by the owner or person in control thereof with the Fire Department within thirty (30) days after the effective date of this Ordinance and no later than December 31st of every year thereafter.

(b) Registration shall be made on forms provided by the Fire Chief and verified by the owner or person in control of the dilapidated structure and shall contain all of the following:

(1) The name, address and telephone number of the owner or person in control;

(2) The name, address and telephone number of the authorized agent, if required;

(3) The names, addresses, and telephone numbers of all known lien holders and all other parties with any legal interest in the dilapidated structure;

(4) If the dilapidated structure is for sale, the name, address and telephone number of the company and the realtor or agent responsible for marketing the property;

(5) The address of the dilapidated structure and the permanent parcel tax identification number of the land on which the dilapidated structure is located;

(6) A certificate of general liability insurance; and

(c) No person shall furnish false information to the Fire Department in the Registration Form.

(d) Registration shall be valid until December 31st of each year.

(e) No owner or person in control of a dilapidated structure shall fail to notify the Fire Department and file an amended registration form within seven (7) days of any change in the registration information required by this section.

SECTION 5: PENALTY FOR FAILING TO PROPERLY FOLLOW ORDINANCE

If an owner or person in control of a dilapidated structure knowingly fails to comply with any provision of Section 3 and/or Section 4 of this Ordinance they shall be guilty of a minor misdemeanor, with each day in violation consisting of a separate offense, subject to a fine up to \$150.00 (one-hundred and fifty dollars) per each separate offense in addition to court costs.

SECTION 6: Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in legally convened and open regular meetings of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED THIS 12th DAY OF SEPTEMBER, 2023.

Nowana Bingaman, Mayor

ATTEST:

Approved to as Form:

Amber Ackley, Fiscal Officer

Nicholas R. Owens, Solicitor

First Reading: August 8, 2023 (Regular Council Meeting)
Second Reading: August 22, 2023 (Regular Council Meeting)
Third Reading: September 12, 2023 (Regular Council Meeting)



September 1, 2023

Wayne Gates, Administrator
Village of Ripley
PO Box 219
123 Waterworks Road
Ripley, OH 45167

Dear Wayne:

In response to your request, AMP has obtained refreshed energy pricing for the RFP that was submitted June 15, 2023, to the Village of Ripley. The updated pricing is below in the Energy Supply section for each term option. Prices are based on the market at the close of business on August 25, 2023.

Based on the aforementioned, the following wholesale power rates would be applicable for delivery to Ripley at the Duke Zone (PJM Pnode 124076095):

| Period | Energy Supply (1)(2) \$ / MWh | Duke and PJM Transmission (3) \$ / MWh | PJM Capacity (4) \$ / MWh | AMP Service Fee B and Dispatch Charges \$ / MWh | Total Power Costs \$ / MWh |
|------------------------------|---------------------------------------|---|--|--|----------------------------|
| January 2025 – December 2027 | \$55.00 Fixed for term of Contract | \$8.76 Pass through of Actual Costs | \$8.30 Pass through of Actual Costs | \$1.58 Fixed for term of Contract | \$73.64 |
| January 2025 – December 2030 | \$55.00 Fixed for term of Contract | \$8.76 Pass through of Actual Costs | \$8.30 Pass through of Actual Costs | \$1.58 Fixed for term of Contract | \$73.64 |

- (1) Energy Supply rates are for the amount of energy delivered at the meter at the Duke/Ripley interconnection point. All prices are indicative and are subject to market fluctuation until a final purchase is made. Prices are indicative and based on market prices at the end of the day on August 25, 2023.
- (2) Prices listed are at the Duke Load Zone (PJM Pnode 124076095). Any pricing differences (positive or negative) to the Pricing Node (PNode) for the Village of Ripley load would be passed through as part of the Duke and PJM transmission costs.
- (3) PJM and Duke fixed and variable charges from the PJM Invoice for Ripley Load.
- (4) PJM Invoice lines 1610, 2630, and 2640.

DELAWARE DELAWARE MUNICIPAL ELECTRIC CORPORATION INDIANA CANNELTON KENTUCKY BENHAM • BERE • PADUCAH • PRINCETON • WILLIAMSTOWN
MARYLAND BERLIN MICHIGAN CLINTON • COLDWATER • HILLSDALE • MARSHALL • WYANDOTTE OHIO AMHERST • ARCADIA • ARCANUM • BATAVIA • BEACH CITY • BLANCHESTER
BLOOMDALE • BOWLING GREEN • BRADNER • BREWSTER • BRYAN • CAREY • CELINA • CLEVELAND • CLYDE • COLUMBIANA • COLUMBUS • CUSTAR
CUYAHOGA FALLS • CYGNET • DESHLER • DOVER • EDGERTON • ELDORADO • ELMORE • GALION • GENOA • GEORGETOWN • GLOUSTER • GRAFTON • GREENWICH • HAMILTON
HASKINS • HOLIDAY CITY • HUBBARD • HUDSON • HURON • JACKSON • JACKSON CENTER • LAKEVIEW • LEBANON • LODI • LUCAS • MARSHALLVILLE • MENDON • MILAN • MINSTER
MONROEVILLE • MONTPELIER • NAPOLEON • NEW BREMEN • NEW KNOXVILLE • NEWTON FALLS • NILES • OAK HARBOR • OBERLIN • OHIO CITY • ORRVILLE • PAINESVILLE • PEMBERTON
PIONEER • PIQUA • PLYMOUTH • PROSPECT • REPUBLIC • SEVILLE • SHELBY • SHILOH • SOUTH VIENNA • ST. CLAIRSVILLE • ST. MARYS • SYCAMORE • TIPP CITY • TOLEDO
VERSAILLES • WADSWORTH • WAPAKONETA • WAYNESFIELD • WELLINGTON • WESTERVILLE • WHARTON • WOODSFIELD • WOODVILLE • YELLOW SPRINGS PENNSYLVANIA BERLIN
BLAKELY • CATAWISSA • DUNCANNON • EAST CONEMAUGH • ELLWOOD CITY • EPHRATA • GIRARD • GOLDSBORO • GROVE CITY • HATFIELD • HOOVERVILLE • KUTZTOWN • LANSDALE
LEHIGHTON • LEWISBERRY • MIFFLINBURG • NEW WILMINGTON • PERKASIE • QUAKERTOWN • ROYALTON • SAINT CLAIR • SCHUYLKILL HAVEN • SMETHPORT • SUMMERHILL • WAMPUM
WATSONTOWN • WEATHERLY • ZELIENOPLE VIRGINIA BEDFORD • DANVILLE • FRONT ROYAL • MARTINSVILLE • RICHLANDS WEST VIRGINIA NEW MARTINSVILLE • PHILIPPI

'25 and Blended Energy Proposal

□ Current and Proposed Energy Rates (as of 8/22/23):

- All numbers in table other than Energy are *estimates of Pass-through Items
 - Capacity is accurate through 2024, changes to the previous 2-yr average after that
 - Transmission is accurate through 2022, grows at 3% thereafter
 - Transmission includes Other Supporting Facilities and Transmission Enhancement
 - Ancillary estimates grow at 3% per year

*All numbers are estimated values other than Energy

| | Current | Proposed | | | | | All-in |
|------|---------|----------|------|-----------|---------------|--------|--------|
| | Energy | Energy | | | | Total* | Change |
| Term | \$/MWh | \$/MWh | Anc* | Capacity* | Transmission* | \$/MWh | % |
| 2022 | 45.25 | | 4.06 | 8.46 | 12.20 | 69.96 | |
| 2023 | 45.25 | | 4.18 | 4.12 | 12.45 | 66.00 | -6.0% |
| 2024 | 45.25 | | 4.30 | 5.86 | 13.11 | 68.53 | 3.7% |
| 2025 | | 56.90 | 4.43 | 6.51 | 13.37 | 81.21 | 15.6% |

| | Current | Proposed | | | | | All-in |
|------|---------|----------|------|-----------|---------------|--------|--------|
| | Energy | Blend | | | | Total* | Change |
| Term | \$/MWh | \$/MWh | Anc* | Capacity* | Transmission* | \$/MWh | % |
| 2022 | 45.25 | | 4.06 | 8.46 | 12.20 | 69.96 | |
| 2023 | 45.25 | | 4.18 | 4.12 | 12.45 | 66.00 | -6.0% |
| 2024 | | 50.95 | 4.30 | 5.86 | 13.11 | 74.23 | 11.1% |
| 2025 | | 50.95 | 4.43 | 6.51 | 13.37 | 75.26 | 1.4% |

'25-'26 and Blended Energy Proposal

Current and Proposed Energy Rates (as of 8/22/23):

- All numbers in table other than Energy are *estimates of Pass-through Items
 - Capacity is accurate through 2024, changes to the previous 2-yr average after that
 - Transmission is accurate through 2022, grows at 3% thereafter
 - Transmission includes Other Supporting Facilities and Transmission Enhancement
 - Ancillary estimates grow at 3% per year

*All numbers are estimated values other than Energy

| | Current | Proposed | | | | | All-in |
|------|---------|----------|--------|-----------|---------------|--------|--------|
| | Energy | Energy | Anc* | Capacity* | Transmission* | Total* | Change |
| Term | \$/MWh | \$/MWh | \$/MWh | \$/MWh | \$/MWh | \$/MWh | % |
| 2022 | 45.25 | | 4.06 | 8.46 | 12.20 | 69.96 | |
| 2023 | 45.25 | | 4.18 | 4.12 | 12.45 | 66.00 | -6.0% |
| 2024 | 45.25 | | 4.30 | 5.86 | 13.11 | 68.53 | 3.7% |
| 2025 | | 57.10 | 4.43 | 6.51 | 13.37 | 81.41 | 15.8% |
| 2026 | | 57.10 | 4.57 | 6.20 | 13.84 | 81.70 | 0.4% |

| | Current | Proposed | | | | | All-in |
|------|---------|----------|--------|-----------|---------------|--------|--------|
| | Energy | Blend | Anc* | Capacity* | Transmission* | Total* | Change |
| Term | \$/MWh | \$/MWh | \$/MWh | \$/MWh | \$/MWh | \$/MWh | % |
| 2022 | 45.25 | | 4.06 | 8.46 | 12.20 | 69.96 | |
| 2023 | 45.25 | | 4.18 | 4.12 | 12.45 | 66.00 | -6.0% |
| 2024 | | 53.00 | 4.30 | 5.86 | 13.11 | 76.28 | 13.5% |
| 2025 | | 53.00 | 4.43 | 6.51 | 13.37 | 77.31 | 1.3% |
| 2026 | | 53.00 | 4.57 | 6.20 | 13.84 | 77.60 | 0.4% |

Confidential

'25-'31 and Blended Energy Proposal

Current and Proposed Energy Rates (as of 8/22/23):

- All numbers in table other than Energy are *estimates of Pass-through Items (same assumptions as before)

| | Current | Proposed | | | | | | | |
|------|---------|----------|--------|-----------|---------------|--------|--------|-------|--|
| | Energy | Energy | Anc* | Capacity* | Transmission* | Total* | All-in | | |
| Term | \$/MWh | \$/MWh | \$/MWh | \$/MWh | \$/MWh | \$/MWh | Change | % | |
| 2022 | 45.25 | | 4.06 | 8.46 | 12.20 | 69.96 | | | |
| 2023 | 45.25 | | 4.18 | 4.12 | 12.45 | 66.00 | | -6.0% | |
| 2024 | 45.25 | | 4.30 | 5.86 | 13.11 | 68.53 | | 3.7% | |
| 2025 | | 60.00 | 4.43 | 6.51 | 13.37 | 84.31 | | 18.7% | |
| 2026 | | 60.00 | 4.57 | 6.20 | 13.84 | 84.60 | | 0.3% | |
| 2027 | | 60.00 | 4.70 | 6.36 | 14.22 | 85.28 | | 0.8% | |
| 2028 | | 60.00 | 4.84 | 6.28 | 14.66 | 85.79 | | 0.6% | |
| 2029 | | 60.00 | 4.99 | 6.32 | 15.09 | 86.40 | | 0.7% | |
| 2030 | | 60.00 | 5.14 | 6.30 | 15.55 | 86.99 | | 0.7% | |
| 2031 | | 60.00 | 5.29 | 6.31 | 16.01 | 87.62 | | 0.7% | |

| | Current | Proposed | | | | | | | |
|------|---------|----------|--------|-----------|---------------|--------|--------|-------|--|
| | Energy | Blend | Anc* | Capacity* | Transmission* | Total* | All-in | | |
| Term | \$/MWh | \$/MWh | \$/MWh | \$/MWh | \$/MWh | \$/MWh | Change | % | |
| 2022 | 45.25 | | 4.06 | 8.46 | 12.20 | 69.96 | | | |
| 2023 | 45.25 | | 4.18 | 4.12 | 12.45 | 66.00 | | -6.0% | |
| 2024 | | 57.90 | 4.30 | 5.86 | 13.11 | 81.18 | | 18.7% | |
| 2025 | | 57.90 | 4.43 | 6.51 | 13.37 | 82.21 | | 1.3% | |
| 2026 | | 57.90 | 4.57 | 6.20 | 13.84 | 82.50 | | 0.3% | |
| 2027 | | 57.90 | 4.70 | 6.36 | 14.22 | 83.18 | | 0.8% | |
| 2028 | | 57.90 | 4.84 | 6.28 | 14.66 | 83.69 | | 0.6% | |
| 2029 | | 57.90 | 4.99 | 6.32 | 15.09 | 84.30 | | 0.7% | |
| 2030 | | 57.90 | 5.14 | 6.30 | 15.55 | 84.89 | | 0.7% | |
| 2031 | | 57.90 | 5.29 | 6.31 | 16.01 | 85.52 | | 0.7% | |

VILLAGE OF RIPLEY, OHIO

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING PARTICIPATION IN THE OHIO DEPARTMENT
OF TRANSPORTATION COOPERATIVE PURCHASING PROGRAM**

WHEREAS, Ohio Revised Code Section (“ORC”) 5513.01(B) provides the opportunity for municipal corporations, including other entities, to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Ripley, State of Ohio, by a majority, or more, vote of all of its members elected to the legislative authority:

SECTION 1: That the Village of Ripley hereby requests authority in the name of the Village of Ripley to participate in the Ohio Department of Transportation (“ODOT”) contracts for the purchase of machinery, materials, supplies, or other articles which ODOT has entered into pursuant to ORC 5513.01(B).

SECTION 2: That the Mayor and/or Administrator is hereby authorized to agree in the name of the Village of Ripley to be bound by all terms and conditions as the Director of ODOT prescribes.

SECTION 3: That the Mayor and/or Administrator is hereby authorized to agree in the name of the Village of Ripley to directly pay vendors, under each such contract of ODOT in which the Village of Ripley participates, for items it receives pursuant to the contract.

SECTION 4: That the Village of Ripley agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under ORC 5513.01(B). The Village of Ripley agrees to waive any claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which the Village of Ripley may have or claim to have against ODOT or its employees, unless such liability is the result of negligence on the part of ODOT or its employees.

SECTION 5: Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in legally convened and open regular meetings of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED THIS 10th DAY OF OCTOBER, 2023.

Nowana Bingaman, Mayor

ATTEST:

Approved to as Form:

Amber Ackley, Fiscal Officer

Nicholas R. Owens, Solicitor

First Reading: August 22, 2023 (Regular Council Meeting)

Second Reading: September 12, 2023 (Regular Council Meeting)

Third Reading: October 10, 2023 (Regular Council Meeting)

Ohio Department of Transportation
Office of Contracts
Purchasing Services
Cooperative Purchasing Program

The Director of Transportation may permit any political subdivision to participate in contracts into which the Director has entered for the purchase of machinery, materials, supplies or other articles. Any Political Subdivision desiring to participate in such purchase contracts will file with the Co-op Purchasing Coordinator a certified copy of the ordinance or resolution of the Legislative Authority, Board of Trustees or Governing Board of the Political Subdivision requesting authority to participate in such contracts and agreeing that it will be bound by such terms and conditions as the Director prescribes. Purchases made by Political Subdivisions under this division are exempt from any competitive bidding required by law for the purchase of machinery, materials, supplies or other articles.

Defined in Section 5513.01 (B) of the Ohio Revised Code and as used in this section, "Political Subdivision" means any County, Township, Municipal Corporation, Conservancy District, Township Park District, Park Districts created under Chapter 1545 of the Revised Code, Port Authority, Regional Transit Authority, Regional Airport Authority, Regional Water and Sewer District, County Transit Board and State University or College as in Division (A)(1) of Section 3345.32 of the Revised Code.

Thomas P. Pannett, Esq.
Administrator
Office of Contracts
Co-op Purchasing Coordinators
Office of Contracts
Purchasing Services
1980 W. Broad St., 1st Floor
Columbus, Ohio 43223
800-459-3778 or Fax 614-728-2078

December 10, 2009

I. Authority

Ohio Revised Code, Section 5513.01 (B)

II. Description

Section 5513.01 (B) allows political subdivisions to purchase machinery, materials, supplies or other articles from the Ohio Department of Transportation (ODOT) purchasing contracts (Exception: ODOT contracts for services). It is the intent of ODOT to establish and operate the ODOT Cooperative Purchasing Program for that purpose. A similar but separate program has been implemented by the Ohio Department of Administrative Services, Office of State Purchasing. Contact the DAS Cooperative Purchasing Coordinator at (614) 466-6530.

ODOT purchasing contracts are of the following two types:

A. ONE TIME

One Time Bid Contracts are competitively bid purchases of supplies, materials or services that are bought infrequently throughout the year. A One Time Bid must set forth a known quantity and establish a specified delivery time and location. The contract expires when delivery, acceptance and payment have been completed. Single purchase contracts are available for cooperative participants use for twelve (12) months from date of award.

B. TERM CONTRACTS

Term Contracts are competitively bid purchases of supplies, materials or services that are bought frequently throughout the year by numerous districts and/or offices. Quantities for purchases on Term Contracts cannot usually be established but the vendor is provided with estimated quantities to assist them in determining their pricing. Generally, Term Contracts are in effect for a minimum of one year, with many covering two years. Some contracts may specify quantities while others are considered requirement contracts for which the Department does not guarantee the purchase of a specific quantity.

Vendors will be given notice within the bidding document of their rights and responsibilities under the terms of the contract and that they may be contacted directly by political subdivisions regarding contract items. Vendor participation is required for all ODOT contracts. Note, refer to section IV for the Department's salt contract procedure.

III: Procedures for Political Subdivision Participation

Step 1: Contracts Available for Use

A contract listing and or information on specific One Time and Term Contracts are available through this program and can be obtained from the following address, telephone numbers or website:

Ohio Department of Transportation
Co-op Purchasing Coordinator
800-459-3778 or 614-644-7870
Office of Contracts, Purchasing Services
1980 W. Broad St., 1st Floor
Columbus, Ohio 43223
Website: <http://www.dot.state.oh.us> NOTE: Please refresh each page visited

Step 2: Adopt and Submit Resolution (Attachment A contains a sample resolution)

The political subdivision shall pass a resolution or ordinance requesting that it be authorized to participate in contracts awarded by the Ohio Department of Transportation.

The resolution or ordinance shall designate an agent and shall authorize that agent to agree to and be bound by all Ohio Department of Transportation contract terms and conditions and to assume all responsibility for placing orders and vendor payments.

A certified copy of the resolution shall be filed with the Ohio Department of Transportation every two years. (Ordinances need not be renewed if they are considered, by the political subdivision, to be permanent legislation.)

Step 3: Submit Specific Request to Purchase

A written request must be submitted by the authorized agent to the Office of Contracts, Purchasing Services in order to participate in any specific contract (reference step 1 for address).

Upon receipt of a written request, the Director of Transportation will review the file for a current resolution/ordinance and give written authorization to purchase from ODOT'S contract. A copy of the authorization letter will also be sent to the awarded vendor.

Once permission to participate in a specific contract is granted, ODOT will have no further involvement in the purchasing process of the political subdivision.

Step 4: Place Orders Directly with Vendor

All purchase orders shall be placed directly with the vendor by the authorized agent for the political subdivision. Political subdivisions are to be invoiced directly by the vendor.

IV: Procedure for Participation in the Department's Salt Contract

Political Subdivisions may participate in the Department's annual term contract for Sodium Chloride (rock salt). However, the procedure for participation is different for this contract. Political Subdivisions which have decided to participate in this contract shall file binding agreements with the Ohio Department of Transportation, Office of Contracts, Purchasing Services section (see Attachment B for sample language). The agreement shall indicate the Political Subdivision's salt requirements which will be included in the Department's bidding document. This agreement must be received by the Department prior to the mailing of the Invitation to bid so that your requirements can be included in the Department's bidding document for that winter season.

VILLAGE OF RIPLEY, OHIO

ORDINANCE NO. _____

**AN ORDINANCE GRANTING CONSENT TO THE OHIO DEPARTMENT OF
TRANSPORTATION TO REMOVE SNOW AND ICE
AND USE SNOW AND ICE CONTROL MATERIAL ON STATE HIGHWAYS
INSIDE THE VILLAGE CORPORATION LIMITS**

WHEREAS, the Director of the Ohio Department of Transportation (“ODOT”), under Ohio Revised Code (“ORC”) Section 5501.41 may, upon consent of the legislative authority of the Village, remove snow and ice and use snow and ice control material on State Highways within the corporate limits of the Village pursuant to a written agreement to be entered into between the Village and ODOT; and

WHEREAS, two State Highways, specifically, U.S. Route 52 and 62 are located within the Village of Ripley, Brown County.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Ripley, State of Ohio, by a majority, or more, vote of all of its members elected to the legislative authority:

SECTION 1: It is hereby declared to be in the public interest that the Village of Ripley hereby gives consent to ODOT to remove snow and ice and use snow and ice control material on any State Highways listed in the agreement in accordance with the standard practices of ODOT.

SECTION 2: That the Mayor and/or Administrator is authorized to enter into any agreement with ODOT for the removal of snow and ice and the use of snow and ice control material on said State Highways within the corporate limits of the Village and any agreement with ODOT for certain maintenance and/or repair of the aforementioned State Highways located in the Village.

SECTION 3: The Fiscal Officer and/or Administrator is hereby directed to furnish the ODOT Director and the Brown County Board of Commissioners, with a certified copy of this Ordinance immediately upon its execution.

SECTION 4: Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in legally convened and open regular meetings of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED THIS 10th DAY OF OCTOBER, 2023.

Nowana Bingaman, Mayor

ATTEST:

Approved to as Form:

Amber Ackley, Fiscal Officer

Nicholas R. Owens, Solicitor

First Reading: August 22, 2023 (Regular Council Meeting)

Second Reading: September 12, 2023 (Regular Council Meeting)

Third Reading: October 10, 2023 (Regular Council Meeting)

VILLAGE OF RIPLEY, OHIO

ORDINANCE NO. _____

AN ORDINANCE GRANTING CONSENT AND AUTHORITY TO THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION TO APPLY, MAINTAIN, AND REPAIR STANDARD LONGITUDINAL PAVEMENT MARKINGS AND ERECT REGULATORY AND WARNING SIGNS ON STATE HIGHWAYS INSIDE THE VILLAGE LIMITS

WHEREAS, the Director of the Ohio Department of Transportation (“ODOT”), under Ohio Revised Code (“ORC”) Section 5521.01 is authorized upon request and approval of the legislative authority of the Village to maintain, repair, and apply standard longitudinal pavement marking lines and to erect regulatory and warning signs, as defined in the manual adopted under ORC 4511.09 on any section of a State Highway located within the corporate limits of the Village;

WHEREAS, two State Highways, specifically, U.S. Route 52 and 62 are located within the Village of Ripley, Brown County.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Ripley, State of Ohio, by a majority, or more, vote of all of its members elected to the legislative authority:

SECTION 1: It is hereby declared to be in the public interest that the Village of Ripley hereby gives consent to ODOT to apply standard longitudinal pavement markings, and to erect regulatory and warning signs on said State Highways in accordance with the standard practices of ODOT.

SECTION 2: The Fiscal Officer and/or Administrator is hereby directed to furnish the ODOT Director and the Brown County Board of Commissioners, with a certified copy of this Ordinance immediately upon its execution.

SECTION 3: Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in legally convened and open regular meetings of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED THIS 10th DAY OF OCTOBER, 2023.

Nowana Bingaman, Mayor

ATTEST:

Approved to as Form:

Amber Ackley, Fiscal Officer

Nicholas R. Owens, Solicitor

First Reading: August 22, 2023 (Regular Council Meeting)

Second Reading: September 12, 2023 (Regular Council Meeting)

Third Reading: October 10, 2023 (Regular Council Meeting)

VILLAGE OF RIPLEY, OHIO

ORDINANCE NO. _____

**AN ORDINANCE GRANTING CONSENT TO THE OHIO DEPARTMENT OF
TRANSPORTATION TO PERFORM MAINTENANCE AND/OR REPAIR ON STATE
HIGHWAYS INSIDE THE VILLAGE**

WHEREAS, the Director of the Ohio Department of Transportation (“ODOT”), under Ohio Revised Code (“ORC”) Section 5511.01 may, upon consent of the legislative authority of the Village, perform maintenance and/or repair on the State Highways within the corporate limits of the Village pursuant to a written agreement to be entered into between the Village and ODOT; and

WHEREAS, two State Highways, specifically, U.S. Route 52 and 62 are located within the Village of Ripley, Brown County.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Ripley, State of Ohio, by a majority, or more, vote of all of its members elected to the legislative authority:

SECTION 1: It is hereby declared to be in the public interest that the Village of Ripley hereby gives consent to ODOT to perform certain maintenance and/or repair on the aforementioned State Highways in the Village in accordance with the standard practices of ODOT.

SECTION 2: That the Mayor and/or Administrator is authorized to enter into any agreement with ODOT for the performance of certain maintenance and/or repair of the aforementioned State Highways contained within the corporate limits of the Village.

SECTION 3: The Fiscal Officer and/or Administrator is hereby directed to furnish the ODOT Director and the Brown County Board of Commissioners, with a certified copy of this Ordinance immediately upon its execution.

SECTION 4: Council hereby finds and determines that all formal actions relative to the passage of this Ordinance were taken in legally convened and open regular meetings of this Council, and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

PASSED AND ADOPTED THIS 10th DAY OF OCTOBER, 2023.

Nowana Bingaman, Mayor

ATTEST:

Approved to as Form:

Amber Ackley, Fiscal Officer

Nicholas R. Owens, Solicitor

First Reading: August 22, 2023 (Regular Council Meeting)

Second Reading: September 12, 2023 (Regular Council Meeting)

Third Reading: October 10, 2023 (Regular Council Meeting)