1st READING 03.02.26
2nd READING 03.16.26
3rd READING 04.06.26

**RESOLUTION NUMBER 2026-04**

**A RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2026**

**WHEREAS,** the City of St. Clairsville, Belmont County, Ohio, (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code § 5514.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

A. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon notice of award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and

B. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

C. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the road salt contract; and

D. The Political Subdivision's electronic order for Solidum Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

E. The Political Subdivision hereby requests through this participation agreement a total of 500 tons of Sodium Chloride (Road Salt) of which the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

F. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically submitted salt quantities from its awarded salt supplier during the contract's effective period; and

G. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and

H. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 1 by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement. The Department shall not be held responsible or liable for a

failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ST. CLAIRSVILLE, OHIO:**

**SECTION 1:** That this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract.

**SECTION 2:** That this Resolution shall take effect and be in force from and after the earliest period allowed by the Charter of the City of St. Clairsville, Ohio.

Passed at a meeting of the Council for the City of St. Clairsville on this 6 day of April, 2026, by the affirmative vote of 7 members of the council.

Passed: April 6, 2026

President of Council

Approved: April 6, 2026

Mayor

Clerk of Council