

### **Transportation Technical Director Report**

Transportation Projects and Planning Highlights
For more information, please contact Pong Wu (pwu@rcrpc.org)

8/8/2023

#### Dear Committee Members:

As July 1<sup>st</sup>, 2023 marked the start of the new 2024 Fiscal Year, I have following transportation activities and highlights to report to the honorable and distinguished committee members:

#### **Ongoing Transportation Planning Activities & Updates:**

- Prior to the start of new FY2024, both FHWA and ODOT, on June 15<sup>th</sup>, held a joint meeting to review MPO transportation activities and projects performed in FY2023 and transportation projects and planning activities proposed/planned for FY2024. After the joint transportation performance reviewing meeting, we received positive comments. The FY2023 performance is being recognized and the proposed transportation program and activities for FY2024 have been approved. Feel free to reach out if you would like to learn more.
- FY2024 will be busy, we have programed five different transportation planning and traffic impact analysis projects in the FY2024 program. Transportation activities and efforts for FY2024 include Long-Range Transportation Plan Update, Pavement Survey, Roundabout Traffic Performance before and after comparison analysis, Corridor and Trail traffic and safety analysis, etc.. Information for Public on LRTP Update is attached.
- Thanks to the ODOT District 3 for efforts in helped to bring more transportation planning and improvement funds to our region. Additional interchange improvement study projects at I-71/US30 and US30/OH42 will be performed as well in FY2024. These projects are going to play a significant role in enhancing our region's transportation infrastructure and making our daily commutes smoother and more efficient.
- State DOT and MPOs will work together to adjust the Urban Area Boundaries as well as the update to Federal-Aid Roadway System. This review is important because Federal Aid Eligibility for roads is determined by a combination of Urban Area and Functional Classification and the review ensures that Federal Aid funds are distributed appropriately. A current Federal Aid roadway system map for RCRPC MPO region is attached. Please review the roadway FC system in your area to make sure if the current roadways are appropriately classified and to consider the proposed roadways that are scheduled for construction within next 5 years. Please don't hesitate to reach out to me in the meantime with any questions.
- Provided multiple Transportation and Technical Supports to the requests from communities.

#### Federal Grant Opportunities/FY 2023 NOFO:

• USDOT recently announced a \$3 billion for the Reconnecting Communities and Neighborhoods Program, which combines two programs (Reconnecting Communities Pilot Program and Neighborhood Access and Equity Program) into one giant funding opportunity to create community and neighborhood connectivity through improved walking, bicycling, transit and more! The deadline for application is September 28, 2023.

RCRPC/MPO is dedicated to serve its member entities. Please reach out to Mr. Pong Wu, if you need assistance for any transportation related traffic, social-economic or GIS data information in your application for funds.

Sincerely,

Pong Wu

Pong Wu

RCRPC - Transportation Technical Director

# Richland County Regional Planning Commission TECHNICAL ADVISORY COMMITTEE MEETING

16 N Walnut St, Mansfield, OH

August 8th 2023, 2:00pm

#### **AGENDA**

- 1. Roll Call
- 2. Approval of Minutes of the TAC Meeting on May 9<sup>th</sup>, 2023
- Resolution Pong Wu
   Resolution 24-01 Contract for MPO Pavement Survey Project Adam Hill-Warren
- 4. TIP Administrative Modifications: Pong Wu
  - 1) RCRPC AM FY2024-01 PID 112404
  - 2) RCRPC AM FY2024-02 PID 118245
  - RCRPC AM FY2024-03 PID 119146
  - 4) RCRPC AM FY2024-04 PID 114346
  - 5) RCRPC AM FY2024-05 PID 114347
  - 6) RCRPC AM FY2024-06 PID 117565
- 5. For Information (Transportation Planning and Highlights)

Pong Wu

1) Presentation on W 4<sup>th</sup> St. Corridor Study

Randy Hutchinson, Daniel Jozity

- 2) With efforts from ODOT District 3, MPO region recently awarded additional funds for two interchange safety improvement study projects. It was a very competitive application process:
  - US 30 & US 42 Interchange
  - IR 71 & US 30 Interchange
- 3) Update to MPO Regional-wide Federal-Aid Roadway System will start soon

This update is important because Federal Aid Eligibility for roads is determined by a combination of Urban Area and Roadway Functional Classification and the FC update ensures that Federal Aid funds are distributed appropriately. A current Federal Aid roadway system map for RCRPC MPO region is attached.

- 4) A joint work program review meeting was conducted in RCRPC on Jun 15th by ODOT and FHWA
- 5) Mr. Hall, Lawrence will give a presentation about the updates regarding the federal transportation funding sources & related policies at the FC meeting on August. 23<sup>rd</sup>
- 6. Other Transportation Issues from the floor and comments
- 7. Adjournment, Next Meeting: October 10<sup>th</sup>, 2023 @ 2:00pm

This meeting is open to the public and citizen input is encouraged. Any person wishing to speak on any scheduled item may do so upon recognition of the Chairperson. In accordance with the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting should contact the RCRPC/MPO 48 hours prior to the meeting by calling (419) 774-5684, or email to rcrpc@rcrpc.org. The MPO's planning process is conducted in accordance with Title VI of the Civil Rights Act of 1964 and Related Statutes. Any person desiring to have an item placed on the agenda shall make a request in writing with a description and summary of the item, to the RCRPC/MPO Transportation Technical Director or MPO Chairman 14 days prior to the date of the next scheduled meeting of the MPO.



# Richland County Regional Planning Commission Technical Advisory Committee & Coordinating Committee May 9<sup>th</sup>, 2023

\*\*\* RCRPC Conference Room, 16 N Walnut St., Mansfield, OH 44902 \*\*\*

#### **Meeting Minutes**

Mr. Bob Bianchi, TAC Chairperson, called the MPO TAC meeting to order at 2:00 p.m. Mr. Bob Bianchi asked for roll call and quorum was confirmed.

#### 1. Roll Call / Attendance:

Technical Advisory Committee	5/9/2023	Chair * / Vice Chair
Adam Gove	Υ	Bob Bianchi *
Bob Bianchi	Υ	Janson Burgholder
Jason Burgholder	Υ	
Jason Larson		TAC - Attendee
Jeff Kennedy	Υ	Sara Heiniager
Jennifer Gray		Pong Wu
Jodie Perry		Adam Hill-Warren
Joe Gies	Υ	Jean Taddie
Larry Weirich	Υ	Jotika Shetty
Scott Ockunzzi	Υ	Terri Kiser
Randy Hutchinson/Kris Knapp	Υ	Todd Blankenship
Patrick Schwan	Υ	

#### 2. Approval of the Minutes of the TAC Meeting Held on February 7, 2023

Mr. Bob Bianchi asked for a motion to approve the Minutes of the Feb. 7<sup>th</sup>, 2023 meeting.

Mr. Joe Gies made a motion to approve the Minutes, Mr. Adam Gove seconded the motion and the motion passed unanimously.

### 3. Nomination of Mr. Patrick Schwan as the MPO TAC Voting Member Mr. Patrick Schwan was nominated by Mr. Bob Bianchi.

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*Mr. Adam Gove made the motions for approval, Mr. Jeff Kennedy seconded the motion and* the motion passed unanimously.

#### 4. Resolutions:

- a. Resolutions 23-12 (Urban Planning Process), 23-13 (Reaffirmation of LRTP 2045) and 23-16 (Filing Authority with ODOT) were voted upon together. Pong provided a summary of each resolution, which were required administrative resolutions. A motion to approve the resolutions together was made by Mr. Joe Geis, and seconded by Mr. Patrick Schwan. The motion passed unanimously.
- b. Resolution 20-14 (approval of the 2024-2027 TIP) was discussed by the commission. A request was made by Mr. Bianchi for a breakdown of what projects in each jurisdiction were in the 2024-2027 TIP. Mr. Scott Ockunzzi reiterated that the TIP can be amended to add projects that do not have a PID currently. A motion to approve the resolution was made by Mr. Joe Geis, seconded by Mr. Patrick Schwan. The motion passed unanimously.
- c. Resolution 23-15 (Overall Work Program) was summarized by Mr. Pong Wu. He stated there are five transportation and safety related studies in the FY2024 working program. A pavement evaluation study, the Long Range Transportation Plan, a bicycle crossing study, a corridor safety study at State Route 13 near Mansfield Lahm Airport, and a before and after roundabout study. A motion for approval was made by Mr. Patrick Schwan, seconded by Mr. Jason Burgholder, and passed unanimously.
- d. Resolution 23-27 (Appreciation for the Contributions Mr. Todd Blankenship has made to the RCRPC MPO Transportation Community) was discussed by Mr. Pong Wu. This resolution was made to honor Mr. Todd Blankenship for his work over the previous nine years with RCRPC. A motion to approve was made by Joe Geis, Seconded by Adam Gove. The motion passed unanimously.

#### 5. For Information (Transportation planning and Highlights):

- a. Todd Blankenship's retirement date was announced as June 30, 2023.
- b. Mr. Pong Wu informed the TAC that Mr. Lawrence Hall is the new primary contact for the FHWA for the MPO.
- c. Mr. Adam Hill-Warren gave a brief presentation on the upcoming Pavement Evaluation Survey project in which RCRPC is having the local streets assessed for pavement condition countywide.

#### 6. Other Transportation Issues from the Floor and Comments

- a. Ms. Jotika Shetty informed the TAC that RCRPC/MPO is looking for a GIS analyst.
- b. Mr. Scott Ockunzzi informed the TAC that the FHWA and ODOT will conduct a joint MPO working program review meeting at RCRPC. The meeting is scheduled in the morning on June 15<sup>th</sup>, 2023.

#### 7. Adjournment

Mr. Bob Bianchi asked for a motion to adjourn the meeting. The motion was made by Mr. Joe Geis, seconded by Mr. Patrick Schwan. The motion passed unanimously. Mr. Pong Wu informed the next TAC meeting will be August 8<sup>th</sup>. 2023 at 2:00pm.



#### **RESOLUTION FY24 - 01**

OF THE COORDINATION COMMITTEE OF THE CONTINUING COMPREHENSIVE LAND-USE AND TRANSPORTATION PROGRAM FOR RICHLAND COUNTY, OHIO

# A RESOLUTION APPROVING A CONTRACT WITH TRANSCONOMY TO START THE FY2024 OWP PLANNED TRANSPORTATION PLANNINGN PROJECT: PAVEMENT SAFETY & EVALUATION SURVEY FOR THE MPO REGION

WHEREAS, the Coordinating Committee of the Continuing Comprehensive Land-Use and Transportation Program of the Richland County Regional Planning Commission who is designated as the Metropolitan Planning Organization (MPO) for the Mansfield urbanized area by the Governor acting through the Ohio Department of Transportation (ODOT) in cooperation with locally elected officials of Richland County; and

WHEREAS, the MPO, pursuant to requirements of 23 CFR, Part 450 relating to the Urban Transportation Planning Process, developed FY2024 Overall Work Program that includes a scope of transportation and planning activities for pavement safety & evaluation survey project in an amount not to exceed \$168,000 (\$68,000 for MPO staff time, equipment and software of the project) to meet the needs of this MPO region for which funding can be sought from the FHWA/United States Department of Transportation, the State of Ohio and approved it on May 24, 2023.

**NOW, THEREFORE, BE IT RESOLVED, THAT** the Coordinating Committee of the Continuing Comprehensive Land Use and Transportation Program for Richland County, hereby:

Approves to the attached Professional Services Agreement/Contract for Pavement Safety & Evaluation project between the RCRPC MPO Transportation and selected consulting firm for the implementation efforts.

#### Certification:

The foregoing resolution was approved by the Coordinating Committee of the Continuing Comprehensive Land-Use and Transportation Program of the Richland County Regional Planning Commission at its regular meeting held on August 23, 2023

Ву:		Attest:		
Doggang West Torrence	Data	latika Chattu	Deta	
Deanna West-Torrence	Date	Jotika Shetty	Date	
President		Executive Director/Secretary		

### CONSULTANT SERVICE AGREEMENT RICHLAND COUNTY HOUSING NEEDS ASSESSMENT AND ACTION PLAN

THIS CONSULTANT SERVICES AGREEMENT (the "Agreement") is made at 19 N Main
Street, Mansfield, Ohio, on this day of Click here to enter a date, herein referred to as the ("Effective
Date") by and between the Richland County Regional Planning Commission ("RCRPC"),
and("CONSULTANT"), who agree as follows,

#### I. PURPOSE

RCRPC which is authorized under ORC 713.21 to (1) accept, receive, and expend funds, grants, and services from the federal government or its agencies; from departments, agencies, and instrumentalities of this state; from one or more counties of this state; from any municipal corporation or political subdivision of this state, or from civic sources; (2) to contract with respect to those funds, grants, and services, and provide the information and reports necessary to secure those funds, grants, and services (3) within the amounts agreed upon and appropriated or otherwise received, the regional planning commission may employ necessary engineers, accountants, consultants to create plans and reports.

Professional consulting services are required by RCRPC as more specifically described herein in Exhibit A ("Services") and RCRPC has selected the CONSULTANT to perform the Services and the maximum prime compensation shall not exceed \_\_\_\_\_\_

The CONSULTANT is qualified to render the Services, which re professional in nature, and is willing to enter into this Agreement with RCRPC to provide the provide the provided herein in accordance with the following terms and conditions.

In consideration of the mutual promises, to me and conditions contained herein, RCRPC and CONSULTANT agree as follows:

#### II. SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the reasonable satisfaction of RCRPC the services set forth in Exhibit A ("Services"), which is attached hereto and incorporated herein by this reference. As a material inducement to the RCRPC to enter into this Agreement, CONSULTANT represents and warrants that it has thoroughly investigated and considered the Services and fully understands the difficulties and restrictions in performing the work.

CONSULTANT represents that it is experienced in performing the work and will follow the highest professional standards in performance of the work. All Services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.
Click here to enter text. (herein referred to as the "CONSULTANT's Project Manager"), shall be the person fully responsible for performance of the tasks in the Agreement and deliverable of Services under this agreement and shall serve as the primary contact for the CONSULTANT.
ΓIME OF PERFORMANCE
The term of this Agreement shall commence upon the full execution hereof by RCRPC and the CONSULTANT, and shall remain in full force and effect until the full completion of the Services, as confirmed by RCRPC in writing, or the earlier termination of this Agreement as hereinafter provided.
COMPENSATION AND FEES
CONSULTANT's total compensation for all Services performed under this Agreement, shall not exceed without the prior written authorization of RCRPC.
The fee shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.
PAYMENT
a) As scheduled Services are completed, CONSULTANT shall submit to RCRPC an invoice for the Services completed according to Exhibit B ("Payment Schedule") and include authorized expenses and authorized work actually performed.

III.

IV.

V.

- b) RCRPC will pay CONSULTANT the amount invoiced within thirty (30) days after the approval of the invoice; and receipt of all deliverables.
- c) Payment shall constitute payment in full for all Services, authorized costs and authorized extra work covered by that invoice.

#### VI. CHANGE ORDERS

No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by RCRPC as an amendment to this Agreement. The amendment shall set forth the changes of work, extension of time for preparation and adjustment of the fee to be paid by RCRPC to CONSULTANT.

#### VII. DELAYS AND EXTENSIONS OF TIME

CONSULTANT's sole remedy for delays outside its control shall be an extension of time. No matter what the cause of the delay, CONSULTANT must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of RCRPC. CONSULTANT and the RCRPC hereby agree that any decision by RCRPC to grant or not grant an extension of time for completion of an individual task assignment shall not be a cause for claim by CONSULTANT. Any extension of time granted by the RCRPC Director shall be in writing.

#### VIII. LICENSES

CONSULTANT represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that CONSULTANT and its subcontractors shall maintain all appropriate licenses during the performance of this Agreement.

#### IX. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and not an employee of RCRPC. RCRPC shall have the right to control CONSULTANT only insofar as the result of CONSULTANT's Services rendered pursuant to this Agreement. RCRPC shall not have the right to control the means by which CONSULTANT accomplishes Services rendered pursuant to this Agreement. CONSULTANT shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing Services pursuant to this Agreement. Consultant shall be solely responsible for, and shall indemnify, defend and save RCRPC harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. CONSULTANT acknowledges that CONSULTANT and any subcontractors, agents or employees employed by CONSULTANT shall not, under any circumstances, be considered employees of RCRPC, and that they shall not be entitled to any of the benefits or rights afforded employees of RCRPC, including, but not limited to, sick leave, vacation

leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

#### X. CONSULTANT NOT AGENT

Except as RCRPC may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of RCRPC in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, to bind RCRPC to any obligation whatsoever.

#### XI. PRODUCTS OF CONSULTANT

The documents, study materials, manuals and other products produced or provided by CONSULTANT for this Agreement shall become the property of RCRPC upon receipt. CONSULTANT shall deliver all such products to RCRPC prior to payment for same. RCRPC or its agents may use, reuse or otherwise utilize such products without restriction.

#### XII. REPORTING

Following execution of this Agreement, CONSULTANT shall submit a report to the Director throughout the period of performance for this agreement on a mutually agreed upon schedule.

#### XIII. PERSONNEL

CONSULTANT shall provide management and other personnel to adequately perform the Services prescribed by this Agreement. Such personnel shall not be employees of or have any contractual relationship with RCRPC and shall be authorized or permitted under State and Local law to perform such Services.

CONSULTANT shall immediately notify RCRPC in the event that CONSULTANT is no longer able to perform Services under this Agreement with any of the personnel listed in CONSULTANT's written technical proposal, and identify such personnel and their qualifications.

CONSULTANT shall notify RCRPC of any proposed replacement of personnel, listed in CONSULTANT's written technical proposal, to perform Services under this Agreement at least fifteen (15) days prior to such replacement advising of the personnel to be replaced and the proposed replacement personnel and qualifications and seek approval.

Work or Services covered by this Agreement subcontracted shall require the prior written approval of RCRPC. Any work or Services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement.

During the term of this Agreement, and for the period of twelve (12) months thereafter, CONSULTANT and RCRPC agree that neither party shall directly recruit or solicit for employment, any employees or agents of the other who performed under this Agreement without the prior written approval of the party whose employee is being considered for employment. This shall not prohibit one

party from hiring any employees of the other who responds to regular employment solicitation efforts such as newspaper advertisements, employment agencies, open house, job fair, or other widely distributed announcement of job openings.

#### XIV. TERMINATION

Termination of Agreement for Cause: If, through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner the obligations under this Agreement, or if the CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement, RCRPC shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT of such termination, after an opportunity for cure within a mutually agreed upon deadline has failed, and specifying the effective date thereof, at least five business (5) days before the effective date of such termination. In such event, all finished or unfinished documents and reports prepared by the CONSULTANT under this Agreement shall, at the option of RCRPC, become its property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder and authorized by RCRPC prior to termination date.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to RCRPC for damages sustained by RCRPC by virtue of any breach of the Agreement by the CONSULTANT, and RCRPC may withhold any payment to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due to RCRPC from CONSULTANT is determined.

Nothing in this section shall be construed as a limitation on the remedies available to the parties hereto under the law or the terms of the Agreement arising out of the other parties' breach.

No fault Termination: Either party may for any reason terminate this Agreement by giving the other party not less than ten business (10) days written notice of intent to terminate. Upon receipt of notice from CONSULTANT and immediately upon the giving of notice by CONSULTANT to RCRPC, the CONSULTANT shall immediately cease work, unless the notice from RCRPC provides otherwise. Upon the termination of this Agreement, RCRPC shall pay CONSULTANT for Services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement.

#### XV. ASSIGNABILITY.

CONSULTANT shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the RCRPC thereto. The CONSULTANT may not subcontract any of the Services agreed to in this Agreement without the express written consent of the RCRPC. All subcontracts shall be subject to the same terms, conditions, and covenants contained within this Agreement. Such assignment or subcontracting may be approved by the RCRPC Director or his designee. RCRPC may terminate this Agreement rather than accept any proposed assignment or subcontracting.

#### XVI. AMENDMENTS.

RCRPC or CONSULTANT may amend this Agreement at any time provided that such amendments

make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by RCRPC.

#### XVII. PERFORMANCE WAIVER

RCRPCs failure to act with respect to a breach by the CONSULTANT does not waive its right to act with respect to subsequent or similar breaches. The failure of RCRPC to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

#### XVIII. INDEMNIFICATION

The CONSULTANT shall save, protect, defend, indemnify and hold harmless RCRPC, and respective boards, chairmen, trustees, members, officers, employees, agents and volunteers from and against any and all liabilities, losses, penalties, damages, settlements, or costs of every kind and character, to the extent they arise out of or in connection with the wrongful or negligent acts, errors or omissions of the CONSULTANT, its employees, officers, agents, subconsultants or independent contractors, that are related either directly or indirectly to the performance under this Agreement. CONSULTANT agrees to pay all damages, costs and expenses of the RCRPC, and their respective boards, chairmen, trustees, members, officers, employees, agents and volunteers in defending any action arising out of the aforementioned wrongful or negligent acts, errors or omissions, equal to all payments made to-date to CONSULTANT and not to exceed the total compensation amount noted in Articles I and IV of this Agreement. The Parties expressly agree that this provision shall survive the termination or expiration of this Agreement.

Similarly, RCRPC shall indemnify, defend and hold harmless Consultant and its officers, agents, and employees from and against any and all third-party claims, actions, suits, expenses, losses, liabilities, and damages (including attorneys' fees and expenses) (collectively "Claims") arising out of, or in connection with: (i) RCRPC's breach of this Agreement; (ii) personal injury or property damage in connection with this Agreement; (iii) RCRPC's negligent or more culpable conduct; (iv) direction provided by RCRPC staff; or (v) any claim or loss related to the infringement of any patent, trademark or copyright by RCRPC personnel under this Agreement.

#### XIX. MAINTENANCE AND INSPECTION OF RECORDS

In accordance with generally accepted accounting principles, CONSULTANT and its sub consultants shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of Services performed under this Agreement. RCRPC and any of their authorized representatives shall have access to and the right to audit and reproduce any of CONSULTANT's records regarding the Services provided under this Agreement. CONSULTANT shall maintain all such records for a period of at

least three (3) years after termination or completion of this Agreement. CONSULTANT agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from RCRPC, and copies thereof shall be furnished if requested.

While providing Services under this Agreement, CONSULTANT will comply with Ohio's public records law, and further agrees to: 1. Keep and maintain public records required by RCRPC to perform the service; and 2. Upon request from RCRPC's custodian of public records, provide RCRPC with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost of copying, or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to RCRPC. Upon completion of the contract, transfer, at no cost, to RCRPC all public records in possession of

#### XX. COMPLIANCE AND NON DISCRIMINATION

the CONSULTANT.

<u>Equal Employment Opportunity:</u> During the performance of this Agreement, the CONSULTANT agrees as follows:

- a. CONSULTANT will not discriminate against any employee or applicant for employment because of to race, creed, sex, color, age, familial status, handicap, or national origin.
- b. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, age familial status, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause.
- c. CONSULTANT will, in all solicitation or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive consideration for employment with regard to race, creed, sex, color, age, familial status, handicap, or national origin.
- d. CONSULTANT will cause the foregoing provisions inserted in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to subcontracted or standard commercial supplies or raw materials.
- e. CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

<u>Title VI Of The Civil Rights Act Of 1964</u>: This agreement is subject to the compliance requirements of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d) relating to nondiscrimination in Federally assisted programs. During the performance of this Agreement, the CONSULTANT for itself, its assignees and subcontractors agrees as follows:

Title VI of the Civil Rights Act of 1964, prohibits discrimination based upon race, color, and national origin. Specifically, 42 USC 2000d states that "No person in the United States shall, on the ground of race, color, religion, sex, marital status, age, handicap, disabilities or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

In accordance with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil, Rights Act of 1968, Executive Orders 11246, Equal Credit Opportunity Act of 1974, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation, Act of 1973, Americans with Disabilities Act of 1990 and Age Discrimination Act of 1975; all residents in the service area regardless of race, color, religion, sex, marital status, age, handicap, disabilities or national origin, must be afforded an equal opportunity to become customers of the facility.

#### XXI. CONFLICT OF INTEREST

This Agreement in no way precludes, prevents, or restricts the CONSULTANT from obtaining and working under an additional contractual arrangement with other parties, assuming that the contractual work in no way impedes the CONSULTANT's ability to perform the services required under this Agreement or otherwise constitutes a conflict of interest.

The CONSULTANT represents and warrants that at the time of entering into this Agreement it has no interest in nor shall it acquire any interest, direct or indirect, in any agreement which will impede its ability to perform the required services under this Agreement or otherwise constitute a conflict of interest.

The CONSULTANT further warrants that it is aware of no improper personal financial or other beneficial interest on the part of any member of RCRPC, its employees or officers, involved in the development of the specifications, the negotiation, or the performance of this Agreement. The CONSULTANT has no knowledge of any situation that would constitute a conflict of interest. It is understood that a conflict of interest occurs when an employee or officer will gain financially or receive personal benefit or favors as a result of procuring, signing, negotiation or implementation of this agreement.

#### XXII. INSURANCE

Throughout the contract period, the CONSULTANT shall maintain a comprehensive insurance program affording as a minimum the coverage specified below. The CONSULTANT shall submit to RCRPC prior to the execution of the contract a Certification of Insurance that identifies the types and amounts of coverage, and names RCRPC as the certificate holder. If there is any change in the Contractor's insurance carrier or liability amounts, the Contractor shall supply the RCRPC with a

new Certificate of Insurance.

Workers' Compensation Coverage - as required by law.

**Comprehensive Liability -** Contractor shall keep in effect, at its sole expense, commercial general liability insurance for bodily injury and property damage arising out of the terms of this agreement. Contractor shall carry liability limits not less than \$1,000,000 per occurrence and shall name RCRPC as an Additional Insured.

#### XXIII. INTEGRATION.

This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

#### XXIV. GOVERNING LAW

The CONSULTANT and RCRPC acknowledge and agree that this Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. They further acknowledge and agree that any legal action brought pursuant to the Agreement will be filed in the courts located in Richland County, Ohio, and Ohio law will apply.

#### XXV. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

#### XXVI. NOTICE

Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally or by mailed by certified or registered mail, postage prepaid, or sent by nationally recognized overnight courier, delivery charges prepaid, or sent by email, to the parties as follows

Richland County Regional Planning Commission
19 N Main Street
Mansfield Ohio 44906
Email:

#### CONSULTANT

Click here to enter text. Click here to enter text. Click here to enter text. Click here to enter text

All Notices shall be deemed to be given and received upon the earlier of actual receipt or three (3)

business days after mailing or one (1) business day after deposit with the overnight courier; notices sent by email delivery must also be sent by one of the other methods within 24 hours after email transmission in order to be valid. Any Notices meeting the requirements of this provision shall be effective, regardless of whether or not actually received.

RCRPC or the CONSULTANT may, by notice given to the other party, at any time designate a different address for the giving of Notices or other communications required or permitted to be given to the party designating such new address.

#### XXVII. Miscellaneous

This Agreement may be executed in counterparts, each of which shall be deemed to be an original document, but together shall constitute one instrument. Facsimile, pdf, or other electronic signatures shall be binding upon the parties.

The paragraph headings contained herein are for convenience only and shall not affect the interpretation or enforceability of any provision of this Agreement.

Time is of the essence with respect to this Agreement and all obligations hereunder

#### XXVIII. SIGNATURES

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

RCRPC CONSULTANT

By: Click here to enter text. By: Click here to enter text.

Printed Name: Printed Name: Click here to enter text.

Title: RCRPC President Title: Click here to enter text.

Date: Click here to enter text.

Date: Click here to enter text.

President Vice-President Executive Director

July 28, 2023

Scott Ockunzzi ODOT District 3 906 Clark Avenue Ashland, Ohio 44805

#### **RCRPC TIP Administrative Modification**

Dear Mr. Ockunzzi:

The Richland County Regional Planning Commission (RCRPC) has authorized its Transportation Technical Director to approve Administrative Modifications to the RCRPC Transportation Improvement Program (TIP). The purpose of this letter is to notify ODOT and FHWA that this administrative modification to the RCRPC FY 2024-2027 TIP has been authorized and approved.

Administrative Modification RCRPC 2024 AM - 01 modifies the following....

#### PID:112404 RIC RIC-Main St.

#### Adjust CO Phase FY 2025

Event	SAC	Type	Year	Amount	Toll	Adj Total	
CO (CO+CE)	Safety	Federal (90/10)	FY2025	\$1,710,000		\$ 1,900,000	
CO (CO+CE)	LNTP	Local (100%)	FY2025	\$2,636,110		\$ 2,446,110	
CO (CO+CE)	LNTP	Local	FY2025	-\$190,000	\$190,000	\$ 190,000	

After reviewing the request, we have determined these changes meet the criteria identified by FHWA and ODOT regarding the Statewide Transportation Improvement Program modification procedures of a minor revision that does not cause significant scope or environmental changes, nor does it impact fiscal constraint. RCRPC is currently exempt from air quality conformity.

If you have any questions, please don't hesitate to contact me at 419-774-6200. Respectfully,

Pong Wu

President Vice-President Executive Director

July 28, 2023

Scott Ockunzzi ODOT District 3 906 Clark Avenue Ashland, Ohio 44805

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Administrative Modification RCRPC FY024 AM - 02 modifies the following....

PID: 118245 RIC-Millsboro Trail (Mansfield): Construction funding moved from FY2026 to FY2025 CO CO 80/20 MPO/Local: \$900,000 CO CE 100% Local: \$110,000

After reviewing the request, we have determined these changes meet the criteria identified by FHWA and ODOT regarding the Statewide Transportation Improvement Program modification procedures of a minor revision that does not cause significant scope or environmental changes, nor does it impact fiscal constraint. RCRPC is currently exempt from air quality conformity.

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Administrative Modification RCRPC FY2024 AM - 03 modifies the following....

#### PID:119146 RIC Trimble Road Trail Extension

#### Adjust CO Phase FY 2026

<b>Event</b>	SAC	Type	Year Amount	Toll	Adj Total
CO CO contr 01	4TC7 LNTP	Federal Local	FY2026 FY2026		\$300,000 \$75,000

After reviewing the request, we have determined these changes meet the criteria identified by FHWA and ODOT regarding the Statewide Transportation Improvement Program modification procedures of a minor revision that does not cause significant scope or environmental changes, nor does it impact fiscal constraint. RCRPC is currently exempt from air quality conformity.

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July 28, 2023

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Administrative Modification RCRPC FY2024 AM – 04 modifies the following projects to be carried forward from the 2021-2024 TIP to 2024-2027 TIP:

#### • PID: 114346 RIC B&O Trail FY2025A

After reviewing the request, we have determined these changes meet the criteria identified by FHWA and ODOT regarding the Statewide Transportation Improvement Program modification procedures of a minor revision that does not cause significant scope or environmental changes, nor does it impact fiscal constraint. RCRPC is currently exempt from air quality conformity.

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Administrative Modification RCRPC FY2024 AM – 04 modifies the following project to be carried forward from the 2021-2024 TIP to 2024-2027 TIP:

#### • PID: 114347 RIC B&O Trail FY2025B

After reviewing the request, we have determined these changes meet the criteria identified by FHWA and ODOT regarding the Statewide Transportation Improvement Program modification procedures of a minor revision that does not cause significant scope or environmental changes, nor does it impact fiscal constraint. RCRPC is currently exempt from air quality conformity.

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Administrative Modification RCRPC FY2024 AM – 06 modifies the following project to be carried forward from the 2021-2024 TIP to 2024-2027 TIP:

#### • PID: 117565 SRTS Plymouth FY2025

After reviewing the request, we have determined these changes meet the criteria identified by FHWA and ODOT regarding the Statewide Transportation Improvement Program modification procedures of a minor revision that does not cause significant scope or environmental changes, nor does it impact fiscal constraint. RCRPC is currently exempt from air quality conformity.

If you have any questions, please don't hesitate to contact me at 419-774-6200. Respectfully,



# WEST 4<sup>TH</sup> STREET CORRIDOR STUDY

### Presented by:

Daniel Jozity, P.E., P.T.O.E. Mayor Randy Hutchinson

August 8, 2023

## **Purpose and Need**



### **Operational and Safety Concerns**

Examine crashes and congestion along the corridor that have been attributed to growth.



#### **Alternatives to Current Conditions**

Provide alternatives that will improve traffic operations, access management and safety for the projected future development, population growth and forecasted traffic.



### **Project Size to and Funding Availability**

Develop prioritized list of improvements that can be accomplished as a corridor or individual projects based on funding availability.



# **Project Study Area**





# **Land Use and Traffic Forecasting**

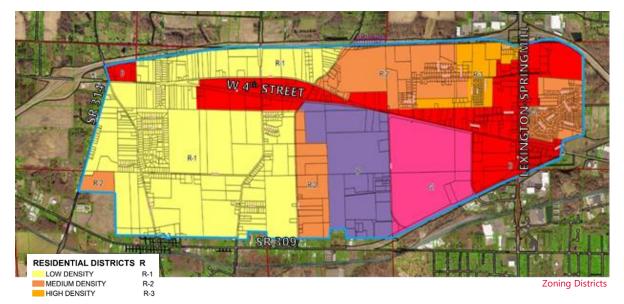
#### Developable Land Acreage

Uses	Gross Use Area	Building SF or Units
Warehouse/Distribution	190 ac	1,241,000 SF
Industrial	174 ac	1,135,000 SF
Retail/Services	103 ac	854,000 SF
Restaurant	28 ac	220,000 SF
Auto Sales/Service	16 ac	2 gas station, 1 car wash, 2 repair
Office	81 ac	675,000 SF
Medical	3 ac	80,000
Hotel	5 ac	150 rooms
Residential units	936 ac	2,324 units
Total	1,536 ac	n/a

- Obtained 12-hour counts at 11 intersections
- Traffic forecasted to 2045
- Accounted for additional developable land and future growth
- Utilized 1.5% growth per year for study



Land Use Study Area





OFFICE SERVICE DISTRICT OF BUSINESS DISTRICT

#### NDUSTRIAL DISTRICTS I

INDUSTRIAL PARK



# **Crash Analysis**

- Obtained 2018-2022 Crash Data
- Crash Hot Spots
  - SR 314/ Shelby-Ontario Road
  - Rock Road
  - Stumbo Road
  - Lexington-Springmill Road
  - Home Road
- Probable Causes
  - Congestion
  - Lack of sight distance
  - Abundance of access points
  - Short turn lanes



Crash Heat Map

Type of Crash	2018-2022 Number	2018-2022 Percentage	Statewide Average
Fixed Object	14	5.20%	34.58%
Angle	60	22.30%	2.36%
Rear End	90	33.46%	10.26%
Left Turn	28	10.41%	2.66%
Sideswipe - Passing	26	9.67%	3.66%
Other	51	18.96%	
Total	269		
Injury Crash	85	31.60%	21.71%
Property Damage Only	184	68.40%	72.86%

Crash Data



# **Capacity Analysis**

- Signal Warrant Analysis
  - No current unsignalized intersections meet warrants
- Operational Issues
  - 2023
    - SR 314/Shelby-Ontario Road
    - Rock Road
  - 2045
    - US 30 WB Exit Ramp
    - SR 314/Shelby-Ontario Road
    - Rock Road
    - Lewis Road
    - Lexington-Springmill Road
    - Home Road

2023 Existing No Build Level of Service	EB Approach	WB Approach	NB Approach	SB Approach	Intersection
US 30 WB	А	А	-	С	-
US 30 EB	Α	Α	В	-	-
SR 314/Shelby-Ontario Rd	E	D	E	E	E
Rock Rd	Α	Α	E	D	-
Lewis Rd	Α	Α	D	D	-
Beer Rd	Α	Α	С	-	-
Stumbo Rd	С	С	В	Α	В
Lexington-Springmill Rd	D	D	С	С	С
SR 309 WB	Α	Α	-	С	-
SR 309 EB	Α	Α	В	-	-
Home Rd	В	С	С	D	С

2045 Existing No Build Level of Service	EB Approach	WB Approach	NB Approach	SB Approach	Intersection
US 30 WB	Α	А	-	F	-
US 30 EB	Α	А	В	-	-
SR 314/Shelby-Ontario Rd	F	E	F	F	F
Rock Rd	Α	А	F	F	-
Lewis Rd	Α	А	F	F	-
Beer Rd	Α	А	D	-	-
Stumbo Rd	С	С	В	В	С
Lexington-Springmill Rd	E	F	D	D	E
SR 309 WB	Α	А	-	D	-
SR 309 EB	Α	А	С	-	-
Home Rd	С	E	С	D	D



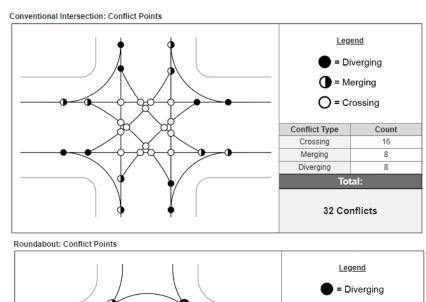
## **Prioritizing Improvement Intersections**

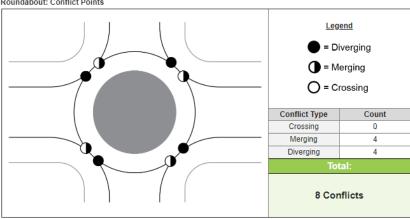
- Prioritization Scale
  - 1 2023 operationally deficient and a crash hot spot
  - 2 2045 operationally deficient and a crash hot spot
  - 3 Crash hot spot
  - 4 2045 operationally deficient
  - 5 Non-crash hot spot location and operationally sufficient
- Focus only on Intersections with Priority Ratings 1-3
  - SR 314/Shelby-Ontario Road 1
  - Rock Road 1
  - Stumbo Road 3
  - Lexington-Springmill Road 2
  - Home Road 2

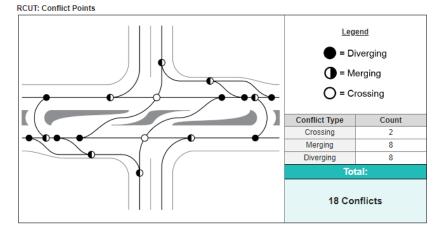


### **Alternatives Considered**

- Improvement Types
  - Roundabouts
  - RCUTs
  - Realignment
  - Restricting Access
  - Capacity Improvements
  - Quadrant Roadways
- Cooperation with RCRPC, ODOT and City of Ontario to determine improvement types
- Evaluated two alternatives per location
- All alternatives would improve safety and operations for future demand







# **SR 314/Shelby-Ontario Road**

Alternative #1



Alternative #2





### **Rock Road**

Alternative #1



Alternative #2





### **Stumbo Road**

Alternative #1



• Alternative #2





# **Lexington-Springmill Road**

Alternative #1



Alternative #2





### **Home Road**

Alternative #1



Alternative #2





## **Cost and Funding**

### Cost

- Projects can be scaled based on funding availability
- Alternatives can be selected by location
- Potential Funding Sources
  - Highway Safety Improvement Program (HSIP)
  - Congestion Mitigation and Air Quality Program (CMAQ)
  - Surface Transportation Block Grant Program
  - Ohio Public Works Commission Grants
  - Other newer Federal IJJA opportunities

West 4th Street Study Intersection	Alternative #1	Alternative #2
SR 314/Shelby-Ontario Rd	\$4,300,000	\$1,880,000
Rock Rd	\$3,470,000	\$2,120,000
Stumbo Rd	\$2,930,000	\$730,000
Lexington-Springmill Rd - Turn Lanes	\$1,220,000	\$850,000
Lexington-Springmill Rd – Access Management	\$1,540,000	\$1,540,000
Home Rd – Turn Lanes	\$1,200,000	\$770,000
Home Rd – Access Management	\$520,000	\$520,000
Total	\$15,180,000	\$8,410,000

**Estimated Costs** 



### **City of Ontario Input**

### City Priorities

- 1. Safety improvements to 4th Street at Rock Road intersection.
- 2. Safety improvements to 4th Street at SR 14/Shelby Ontario Road intersection(s).
- 3. Safety improvements to 4th Street at Home Road and Lexington Springmill Intersection.
- 4. Safety improvements to 4th Street at Stumbo Road intersection.
- 5. Implementing access management along 4th Street to improve corridor safety.

### City Preferences

- SR 314/Shelby-Ontario Road Alternative #1 (Dual Roundabouts)
- Rock Road Alternative #2 (Roundabout)
- Stumbo Road Alternative #2 (Access Management)
- Lexington-Springmill Road Alternative #1 (Right Turn Lanes all approaches)
- Home Road Alternative #1 (Westbound Left Turn Lane, Southbound and Eastbound Right Turn Lanes)



### **Next Steps**

- Selection of preferred alternative group or individual intersection improvements
- Preliminary engineering of the selected improvements
- Develop funding applications either group or individual improvement
- Develop construction plans of selected improvements



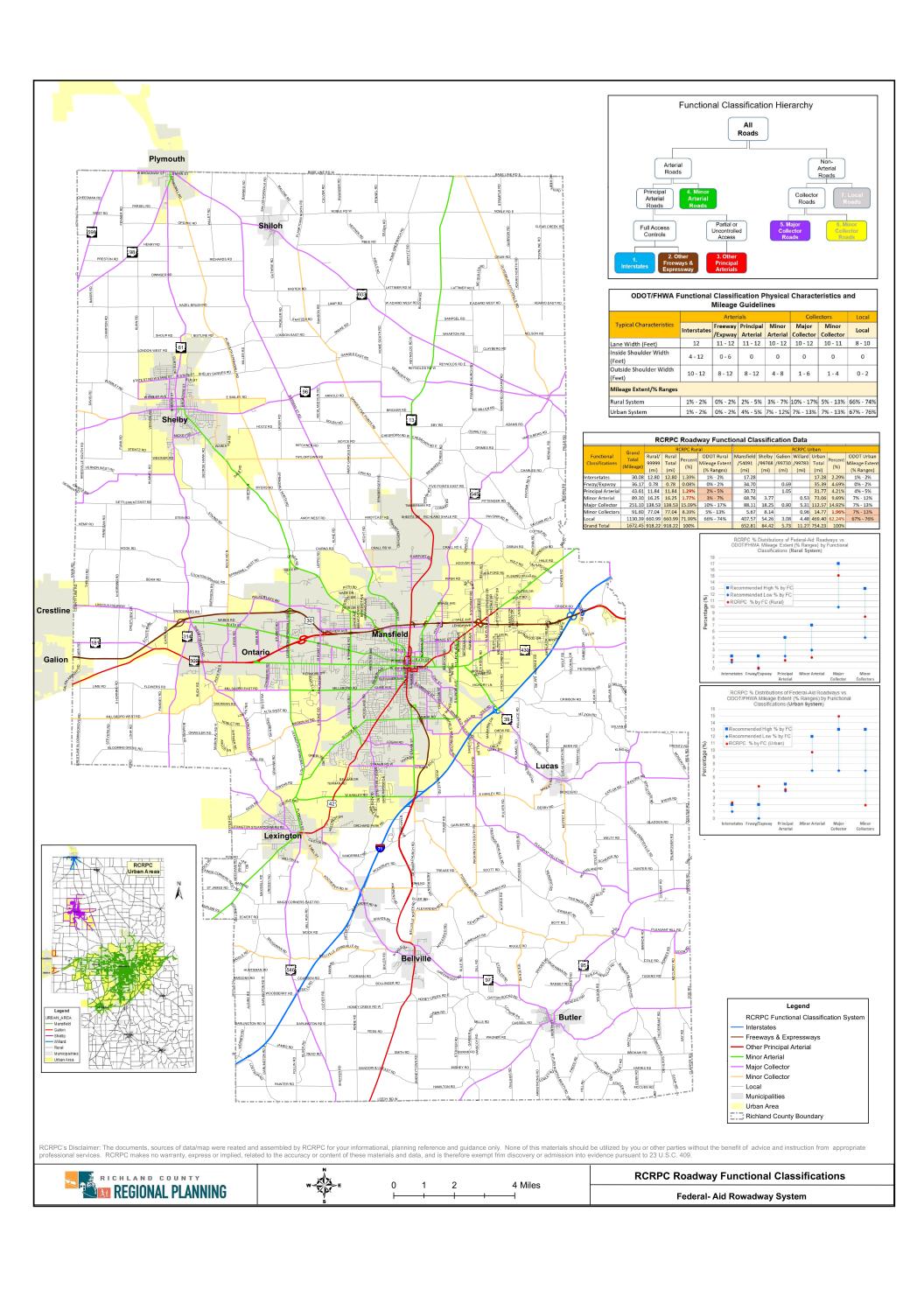
## **Questions & Answers**







# **THANK YOU!**



### RCRPC Transportation & LRTP Updates for Public

### **MPO Long-Range Transportation Plan Update**



As the start of the fiscal year 2024, the RCRPC /MPO is gearing up for an important task to update its current long-range transportation plan.

This plan is a crucial element in the MPO's transportation and planning endeavors, and must adhere to federal requirements, which is required to be updated every five years, and, the forthcoming plan, to be developed for the region, will encompass financial-constrained multi-mode transportation and roadway projects, covering a span of 20 to 25 years. Recognizing the significance of the roadway network system as the backbone of the reginal economy, the RCRPC MPO places high priority on advancing economic development by supporting and maintaining regional multi-mode transportation system.

The new long-range transportation plan is scheduled to be completed by February 2025. Please reach out to Mr. Pong Wu or checking our website for updates and further details regarding public engagement opportunities as we move forward with this endeavor. Together, we can shape a vibrant and well-connected future for our community.

### Federal Grant Opportunities/FY 2023 NOFO:



USDOT recently announced a \$3 billion for the Reconnecting Communities and Neighborhoods Program, which combines two programs (Reconnecting Communities Pilot Program and Neighborhood Access and Equity Program) into one giant funding opportunity to create community and neighborhood connectivity through improved walking, bicycling, transit and more! The deadline for application is September 28, 2023.

RCRPC/ MPO is dedicated to serve its member entities. Please reach out to Mr. Pong Wu, if you need assistance for any transportation related traffic, social-economic or GIS data information in your application for funds.