

RESOLUTION NO. 52-05
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Brooks Compton ON THE
17th DAY OF October, 2005.

A RESOLUTION ENACTED BY THE CITY OF
CENTERVILLE, MONTGOMERY COUNTY, OHIO,
HEREINAFTER REFERRED TO AS THE LOCAL
PUBLIC AGENCY (LPA), IN THE MATTER OF THE
STATED DESCRIBED PROJECT.

SECTION I. Project Description

WHEREAS, the LPA has identified the need for the described project:

Traffic Signal interconnection, replacement and upgrade (25 intersections overall, listed below) on State Route 48 from Whipp Road to Sheehan Road, including adjacent east-west connections in the City of Centerville.

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|--|--------------------------------------|
| 1. Alex-Bell Road @ Cushwa Drive | 13. SR48 @ Marco Lane |
| 2. Alex-Bell Road @ Loop Road | 14. SR48 @ SpringValley Road |
| 3. Alex-Bell Road @ Clio Road | 15. SR48 @ Bristol Drive |
| 4. Alex-Bell Road @ Bigger Road | 16. SR48/SR725 @ Franklin Street |
| 5. Clio Road @ Bigger Road | 17. SR48/SR725 @ Irongate Park Drive |
| 6. E. Whipp Road @ Marshall Road | 18. SR48/SR725 @ Bradstreet Road |
| 7. SR725 (W. Franklin St.) @ Virginia Ave. | 19. SR48/SR725 @ Williamsburg Lane |
| 8. E. Franklin Street @ N. Johanna Drive | 20. SR48/SR725 @ Alex-Bell Road |
| 9. E. Franklin Street @ Centerville High
School Entrance/Exit | 21. SR48 @ I-675 Exit 4b |
| 10. E. Franklin Street @ Clio Road | 22. SR48 @ Covertside Drive |
| 11. W. Spring Valley @ Virginia Avenue | 23. SR48 @ Bethany Village Drive |
| 12. SR48 @ Sheehan Road | 24. SR48 @ Boundbrook Drive |
| | 25. SR48 @ Whipp Road |

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY
RESOLVES::

SECTION II. Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III. Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The City agrees to assume and bear 100% of the entire cost of the improvement, less the amount of Federal-aid and State funds set aside by the Director of Transportation for financing of this improvement from funds allocated by the Federal Highway Administration; and further, the City agrees to assume and bear 100% of the cost of preliminary engineering and right-of-way, excluding in-house preliminary engineering and right-of-way charges incurred by the State. The maximum Federal amount available for this project is capped at \$920,797. In addition, the LPA agrees to assume and bear 100% of the cost of any construction items requested by the LPA, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.

SECTION IV. Utilities and Right-of-Way Statement

The LPA agrees to acquire and/or make available to ODOT, in accordance with current State and Federal regulations, all necessary right-of-way required for the described Project. The LPA also understands that right-of-way costs include eligible utility costs. The LPA agrees to be responsible for all utility accommodation, relocation, and reimbursement and agrees that all such accommodations, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION V - Maintenance

Upon completion of the Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the Project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C. Section 116; (2) provide ample financial provisions, as necessary, for such maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstruction; and, (4) hold said right-of-way inviolate for public highway purposes.

SECTION VI - Authority to Sign

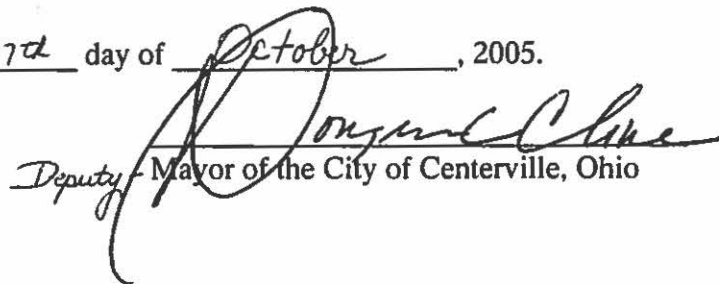
The City Manager of said City of Centerville is hereby empowered on behalf of the City of Centerville to enter into contracts with ODOT prequalified consultants for the preliminary engineering phase of the Project and to enter into contracts with the Director of Transportation necessary to complete the above described project.

Upon the request of ODOT, the City Manager is also empowered to assign all rights, title, and interest of the City of Centerville to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover

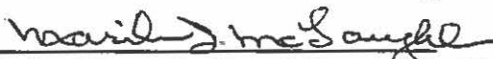
damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and the administration of the consultant contract. Further, the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consulting contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

PASSED this 17th day of October, 2005.

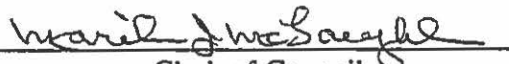

Deputy Mayor of the City of Centerville, Ohio

ATTEST:


Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio hereby certifies that the foregoing is a true and correct copy of ^{Resolution} Ordinance Number 52-05 passed by the Council of the City of Centerville, Ohio on the 17th day of October, 2005.


Clerk of Council

Approved as to form, consistency
with the Charter and Constitutional Provisions.

Department of Law
Scott A. Liberman
Municipal Attorney