

RESOLUTION NO. 8-91

CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER James Singer ON
THE 15th DAY OF April 1991.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY OF CENTERVILLE TO ENTER INTO AN AGREEMENT WITH THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF MAINTAINING THE ELECTRONIC TRAFFIC CONTROL SIGNAL LOCATED AT THE JUNCTION OF THE IR-675, WESTBOUND RAMP "B" AND SR-48 (MAIN STREET) IN THE CITY OF CENTERVILLE.

WHEREAS, mutual covenants have been prepared for the maintenance of the electronic traffic control signals located at the junction of the IR-675, Westbound Ramp "B" and SR-48 (Main Street) in the City of Centerville, and

WHEREAS, these signals are already interconnected with other nearby signals within the City and are to be upgraded to be controlled by a Closed Loop System, and


WHEREAS, the State of Ohio has the option of either performing the major repairs or replacements itself or issuing written approval for the work to be performed by the City; reimbursement of the cost of such repair or replacement shall be paid by the State.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. The City Manager is hereby authorized and directed to enter into an Agreement with the State of Ohio, Department of Transportation, for the maintenance of the electronic traffic control signals located at the junction of the IR-675, Westbound Ramp "B" and SR-48 (Main Street) in the City of Centerville, a copy of which is attached hereto marked Exhibit "A" and incorporated herein.

SECTION 2. This Resolution shall become effective at the earliest date allowed by law.

PASSED this 15th day of April, 1991.



Mayor of the City of Centerville,
Ohio

ATTEST:



Clerk of the Council of the
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution Number 8-91, passed by the Council of the City of Centerville, Ohio, on the 15th day of April, 1991.



Clerk of Council

Approved as to form, consistency with existing ordinances, the charter and constitutional provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney

AGREEMENT
AND
RIGHT OF ENTRY

This Agreement is made this _____ day of _____, 1990, by and between the State of Ohio, Department of Transportation, District 7, State Route 29, P.O. Box 381, Sidney, Ohio 45365. (hereinafter referred to as the "State"), and the City of Centerville, 100 W. Spring Valley Road, Centerville, Ohio 45458-3759. (hereinafter referred to as the "City").

WITNESSETH THAT

In consideration of the mutual covenants hereinafter contained and for the purpose of maintaining the electronic traffic signal located at the junction of the IR-675, Westbound Ramp "B" and SR-48 (Main Street), County of Montgomery.

WHEREAS, the intersections (Log Point 4.79 on IR-675) are located approximately 2.70 miles north of the south corporation line (Log point 4.48) on SR-48 of the City: and

WHEREAS, the location of the above mentioned intersection and the signal operational aspects are shown on the plan hereto attached as an addendum to this Agreement indentified as Exhibits "A", "B" a part hereof by direct reference there to; and

WHEREAS, these signals are already interconnected with other nearby signals within the City and are operated and controlled by a Closed Loop system; and

WHEREAS, the interconnection of the SR-48 (Main Street) and IR-675, Westbound Ramp "B" signal with the City's system permits progressive movements at these intersections; and

WHEREAS, the City has recently initiated a project to revise this signal and other adjacent signals to a closed loop system.

WHEREAS, each of the aforesaid agencies, have an interest in the final configuration of the traffic signals at said intersections.

NOW THEREFORE, it is agreed by and among the parties that;

- PART I The necessary plan (which are to become a part of the Agreement) for the traffic signal operation and design shall reflect two-phase semi-actuated operation.
- PART II The State shall furnish to the City the operation plans and interconnection diagram marked Exhibits "A" and "B" and attached as an addendum to this Agreement.
- PART III The City shall perform major maintenance, which means the repair or replacement of strain poles, signal heads, controller cabinets, messenger cable, signal cable, interconnect cable and attachments caused by, but not limited to, knockdowns, accidents and lightning strikes. The City shall obtain approval for major repairs or replacements from the State except in the case of an emergency condition where the safety of the public is in jeopardy. The State has the option of either performing the major repairs or replacements itself or issuing written approval for the work to be performed by the City or a contractor. Reimbursement of the cost of such repair or replacement shall be paid by the State upon receipt of an invoice showing the amount of labor, material and equipment.
- PART IV The State will furnish continuously, at no cost to the City, a 60-cycle alternating electric current of 120/240 volts, single phase, three-wire circuit in sufficient quantity to efficiently operate the proposed traffic signals at the junction of IR-675, Westbound Ramp "B", and SR-48 (Main Street).
- PART V The State shall provide Right of Entry to the City to perform the maintenance of coordination equipment and controllers at subject intersections throughout the duration of this Agreement.
- PART VI The City shall provide all normal maintenance required at all times hereafter for the efficient operation of the subject traffic control signals. Normal maintenance shall include those functions necessary for maintaining the signal system operation at all times, including repair and/or replacement of controllers, conflict monitors, loop detector amplifiers, cabinet wiring and accessories, signal lamps, vehicle detector loops, detector loop lead in cable, pull boxes, disconnect switches,

power service wiring and accessories, periodic replacement of signal lamps and cleaning of signal lenses, except major repairs defined in Part III of this Agreement. The State shall be responsible for any changes to the signal equipment which are necessitated by changing traffic conditions and such changes will be justification for the addition of an addendum to this Agreement.

PART VII The State of Ohio, Department of Transportation, Division of Highways, District 7, will pay to the City of Centerville, Ohio; an annual maintenance fee of Fifteen Hundred Dollars (\$1500.00) per each signal installation (1), payable upon receipt of an invoice, which will be issued on the first (1st) day of _____ of each year, beginning the year _____, by the City. Said amount is in return for the maintenance of the signal by the City as described in Part VI. Said amount does not include the costs of major maintenance items as provided for in Part III. It is understood by both parties that for reasons which are unforeseeable on the date of this Agreement, the annual fee paid by the State to the City may have to be changed to meet changing conditions. Any such change is to be mutually agreed upon by both parties.

PART VIII The City will furnish to the State any proposed phasing and timing changes for the subject controllers and phasing and timing changes shall have prior approval of the Engineer of Traffic of the State before being implemented.

PART IX The City shall be responsible for the implementation of the phasing and timing changes of the controllers at the aforesaid controllers.

PART X The signals shall operate under the jurisdiction of the State and remain its responsibility as prescribed in section 4511.11 of the Revised Ohio General Code.

PART XI No alteration shall be made to these signals or their operation without the written consent of the other party.

PART XII Whenever it has been determined by the State, on the basis of a traffic and engineering study that the signals are no longer essential to the safety, convenience and welfare of the motorists and/or pedestrians who use these intersections the State shall

remove the signal or signals at no expense to the City. All salvageable materials shall be removed to the signal inventory of the State and shall become the State's property and this Agreement shall thereupon terminate.

PART XIII NOTICE

Notices given under the terms of this Agreement shall be deemed sufficiently received if, in the case of notice to either party, such notice is mailed by certified or registered United State Mail or is personally delivered to either party's above referenced address.

PART XIV GOVERNING LAW

This Agreement and the performance thereof shall be governed and interpreted, where applicable, solely by the laws of the State of Ohio.

PART XV SEVERABILITY

If, and to the extent that any court or competent jurisdiction holds any provisions or part thereof of this Agreement to be invalid or unenforceable as a final non-appealable order, such holding shall in no way affect the validity of the remainder of this Agreement.

PART XVI ENTIRE AGREEMENT

This Agreement and the attachments hereto, if any, constitute the entire agreement between the City and ODOT and supersede all previous written and oral negotiations, commitments and understandings. Its terms, conditions and covenants shall not be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto and making specific reference to this Agreement.

PART XVII CONSIDERATION

Each party to this Agreement recognized that the rights and benefits received by the respective parties to this Agreement are valuable and substantial; enforcement of this Agreement cannot be challenged for lack of consideration.

This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

IN WITNESS WHEREOF, the City of _____, has signed
and sealed this Agreement this _____ day of
_____, 19 _____, and the State of Ohio has signed and
sealed this Agreement this _____ day of
_____, 19 _____.

STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

BY: _____
BERNARD B. HURST
Director

WITNESS: _____ DATE: _____

CITY: _____

BY: _____

TITLE: _____

WITNESS: _____ DATE: _____

