

RESOLUTION NO. 4-82  
CITY OF CENTERVILLE, OHIO


SPONSORED BY COUNCILMAN Shirley Heintz ON THE 15th  
DAY OF March, 1982.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF CENTERVILLE AND THE MIAMI VALLEY REGIONAL PLANNING COMMISSION ON BEHALF OF THE MONTGOMERY-GREENE COUNTY TRANSPORTATION AND DEVELOPMENT PLANNING PROGRAM FOR IMPLEMENTATION OF THE TRANSPORTATION DEVELOPMENT PROCESS RELATIVE TO IMPROVEMENTS OF WHIPP ROAD IN THE CITY OF CENTERVILLE, OHIO.

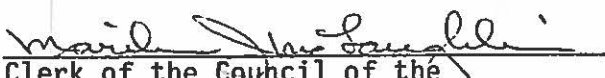
THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

SECTION 1. That the City Manager is hereby authorized and directed to enter into an Agreement between the City of Centerville and the Miami Valley Regional Planning Commission on behalf of the Montgomery-Greene County Transportation and Development Planning Program, a copy of which is attached hereto as Exhibit "A" and incorporated herein, which Agreement provides for implementation of the transportation development process relative to proposed roadway and traffic improvements to widen Whipp Road in the City of Centerville, Ohio.

PASSED this 15th day of March, 1982.

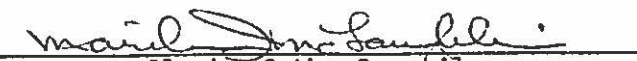
  
\_\_\_\_\_  
Mayor of the City of Centerville, Ohio

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 No. 4-82, passed by the Council of the City of Centerville, Ohio, on the 15th day of March, 1982.

  
\_\_\_\_\_  
Clerk of the Council

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

Department of Law  
Robert N. Farquhar  
Municipal Attorney



Montgomery-Greene County  
Transportation and Development  
Planning Program

Transportation Coordinating  
Committee

117 South Main Street  
Suite 200  
Dayton, Ohio 45402  
513 223-6323

Chairman  
Jerry Shumaker  
Executive Director  
Jack L. Jensen

An Agreement  
between the  
City of Centerville  
and the  
Miami Valley Regional Planning Commission  
on behalf of the  
Montgomery-Greene County  
Transportation and Development Planning Program  
for  
Implementation  
of the  
Transportation Development Process  
Relative to  
Proposed Roadway and Traffic Improvements  
to widen  
Whipp Road  
in the  
City of Centerville, Ohio

It is necessary to provide for adequate public involvement in planning for the proposed improvement of Whipp Road starting from SR48 (Far Hills Avenue) intersection proceeding to the Kettering Corporation Line, in the City of Centerville under the provisions of the Federal Highway Program Manual, Volume 7, Chapter 7, Section 1 -- Process Guidelines in effect at the date of this agreement and made a part hereof as if included herein.

Therefore, the Montgomery-Greene County Transportation and Development Planning Program will supply the City of Centerville with comments

relative to the design for this project and will achieve adequate Transportation Development Plan participation, where necessary, by public officials and citizens, and will assist in the project's definition by early identification of citizens' concerns and social, economic, and environment values.

The Montgomery-Greene County Transportation and Development Planning Program will initiate the Transportation Development Process for the above Category II improvement at Step 501 of the Preliminary Development Phase and carry it ultimately to Step 508 as defined in the Ohio Transportation Development Program made a part hereof by reference.

The Montgomery-Greene County Transportation and Development Planning Program, shall select a broadly based study team for the project (subject to City's approval), shall identify local concerns relative to the project in accordance with the Scope of Work attached hereto (Attachment A) and made a part hereof.

The firm fixed fee for the work described in Attachment A is Six Thousand Three Hundred Dollars (\$6,300).

This Scope of Work and fee may be changed only by mutual consent of both parties to this Agreement and must be in writing. Work is to commence upon the date of execution of this Agreement.

Under a second option, the Montgomery-Greene County Transportation and Development Planning Program will perform the same Scope of Work with the following exceptions: there would be no pre-meeting display of alternatives or meetings with directly affected property owners. The firm fixed fee for this option is Five Thousand Three Hundred Dollars (\$5,300).

The method of payment is as follows: 50% upon execution of this agreement and the remaining 50% upon satisfactory completion of the work.

Under either option, the City of Centerville or its consultant is to provide displays depicting the alternatives for use at the pre-meeting display, meetings with directly affected property owners, and the public meeting. The City or its consultant also is to provide the names and addresses of property owners adjacent to the improvement.

APPROVED by the City of Centerville, Ohio on this \_\_\_\_\_  
day of \_\_\_\_\_, 1982 by its City Manager who is duly  
authorized to sign on behalf of the City, a contract for the amount  
of \$ \_\_\_\_\_.

WITNESS:

APPROVED BY:

CITY OF CENTERVILLE

\_\_\_\_\_

\_\_\_\_\_ Darryl Kenning, City Manager

WITNESS:

MIAMI VALLEY REGIONAL PLANNING COMMISSION

\_\_\_\_\_

\_\_\_\_\_ John W. Vining, Jr. Executive Director

WITNESS:

CONCURRENCE BY:

MONTGOMERY-GREENE COUNTY TRANSPORTATION  
AND DEVELOPMENT PLANNING PROGRAM

\_\_\_\_\_

\_\_\_\_\_ Jack L. Jensen, Executive Director

ATTACHMENT A

SCOPE OF WORK

Project: For City of Centerville

Development and Implementation of a Public Involvement Process  
Relative to the Proposed Roadway and Traffic Improvements  
to Widen Whipp Road  
in the City of Centerville, Ohio

- Review the work already accomplished by the consulting engineer, Lockwood, Jones & Beals and the City of Centerville for the improvement
- Select a study team and hold study team meetings
- Notify the public and news media of the alternatives
- Hold a pre-meeting display of the alternatives
- Meet with directly affected property owners regarding the alternatives
- Hold one public meeting
- Document and analyze citizen's attitudes and concerns regarding the alternatives
- Prepare a final report on the Transportation Development Process and submit it to all concerned parties and agencies within six months of the date of execution of this Agreement.

ATTACHMENT B

NOTICE TO CONTRACTORS  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
FOR  
FEDERAL-AID CONTRACTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) Compliance with Regulations: The contract will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.
- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State highway agency or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway agency or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the State highway agency shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate including, but not limited to,
- (a) withholding of payments to the contractor under the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the State highway agency or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.