

RESOLUTION NO. R23-15

A RESOLUTION BY THE TROTWOOD CITY COUNCIL FOR PRELIMINARY PARTICIPATORY LEGISLATION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION TO PERFORM IMPROVEMENTS IN THE CITY OF TROTWOOD BY RESURFACING SALEM BEND DRIVE FROM OLIVE ROAD TO WESTBROOK ROAD, PROJECT ID. NO. 116897.

WHEREAS, the following is Preliminary Participatory Legislation enacted by the City of Trotwood, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the below-described project; and

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

Improvements in the City of Trotwood by resurfacing Salem Bend Drive from Olive Road to Westbrook Road ("MOT Salem Bend Resurfacing" or the "Project").

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROTWOOD, STATE OF OHIO:

SECTION I: Being in the public interest, the LPA gives consent to the Director of Transportation to complete the Project, MOT Salem Bend Resurfacing, Project ID No. 116897.

SECTION II: The LPA shall cooperate with the Director of Transportation in the Project as follows:

- (a) The LPA agrees to participate in the cost of the Project. The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.
- (b) The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

(c) The LPA further agrees to pay 100% of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act.

SECTION III:

The LPA agrees to acquire and/or make available to the Ohio Department of Transportation (“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 includes eligible utility costs.

The LPA agrees to be responsible for all utility accommodations, relocations, and reimbursements and agrees that such accommodations, relations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

SECTION IV:

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 the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION V:

The Trotwood City Council authorizes the City Manager to enter into an agreement with the Director of Transportation and take any additional action required to complete the Project.

SECTION VI:

This Resolution shall take effect and be in full force from and after the date of its passage.

Passed this 6th day of March, 2023.

TROTWOOD, OHIO 45426

3035 OLIVE ROAD

CITY OF TROTWOOD

ATTEST:

APPROVED:

Kara B. Landis
KARA B. LANDIS
CLERK OF COUNCIL

Mary A. McDonald
MARY A. MCDONALD
MAYOR

Yvette F. Page
YVETTE F. PAGE
VICE-MAYOR

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that the foregoing is a true and correct copy of Resolution No. **R23-15** adopted by the Trotwood City Council at a regular scheduled meeting held on the **6th** day of **March, 2023**, and that I am duly authorized to execute this certificate.

Signed this _____ day of _____, _____.

KARA B. LANDIS
CLERK OF COUNCIL

PRELIMINARY LEGISLATION

Participatory

Rev. 6/26/00

Resolution No. R23-15

County/Route/Section: MOT Salem Bend Resurfacing

The following is a **Resolution** enacted by the **City of Trotwood** of **Montgomery** County, Ohio, hereinafter referred to as the Local Public Agency (“LPA”).

SECTION I – Project Description

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

Improvements in the City of Trotwood by resurfacing Salem Bend Drive from Olive Road to Westbrook Road in the City of Trotwood.

NOW THEREFORE, be it **resolved** by the **City of Trotwood** of **Montgomery** County, Ohio:

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 LPA agrees to participate in the cost of the project. The LPA further agrees to pay 100% of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

The LPA further agrees that change orders and extra work contracts required to fulfill the construction contracts shall be processed as needed. The State shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

The LPA further agrees to pay 100% of the cost to install and/or repair curb ramps at all necessary intersections to ensure compliance with the Americans with Disabilities Act.

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 includes eligible utility costs.

The LPA agrees to be responsible for all utility accommodation, relocation and reimbursement and agrees that such accommodation, 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 the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VI – Authority to Sign

I, Quincy E. Pope, Sr., City Manager of said City of Trotwood, is hereby empowered on behalf of the City of Trotwood to enter into contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project and to enter into contracts with the Director of Transportation which is necessary to complete the above-described project.

Upon request of ODOT, Quincy E. Pope, Sr., City Manager is also empowered to assign all rights, title, and interests of the City of Trotwood 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.

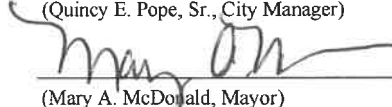
The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant 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: March 6, 2023
(Date)

Attested: _____
(Clerk of Council)

(Quincy E. Pope, Sr., City Manager)

Attested: _____
(Clerk of Council)



(Mary A. McDonald, Mayor)

Following appropriate legislative action, **Resolution No. R23-15** shall take effect and be in force from and after the date of its passage.

CERTIFICATE OF COPY
STATE OF OHIO

City of Trotwood of Montgomery County, Ohio

I, Kara B. Landis, as Clerk of the City of Trotwood of Montgomery County, Ohio, do hereby certify that the foregoing is a true and correct copy of Resolution No. R23-15 adopted by the Legislative Authority of the said City of Trotwood on the 6th day of March, 2023.

*That the publication of such N/A has been made and certified of record according to Law; that no proceedings looking to a referendum upon such N/A have been taken; and that such N/A and certificate of publication thereof are of record in N/A, Page N/A.

**The Trotwood City Charter does not require publication of Resolutions*

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this 7th day of March, 2023.

(CITY SEAL) _____
(Clerk of Council)
City of Trotwood of Montgomery County, Ohio

(If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.)

The foregoing is accepted as a basis for proceeding with the project herein described.
For the City of Trotwood of Montgomery County, Ohio.

Attested: _____ Date: March 7, 2023
(Kara B. Landis, Clerk of Council) (Quincy E. Pope, Sr., City Manager)



For the State of Ohio

Attested: _____ Date: _____
(Director, Ohio Department of Transportation)