

**SUGARCREEK TOWNSHIP  
RESOLUTION NO. 2011.12.19.07**

IN RE: Safe Routes to School Project from Bellbrook Middle School to Upper Bellbrook Road  
along Feedwire Road

**PRELIMINARY LEGISLATION**

Rev. 6/26/00

**Ordinance/Resolution # 2011.12.19.07  
PID #88300  
GRE Bellbrook Middle School SRTS**

The following RESOLUTION is enacted by the Sugarcreek Township  
(Ordinance/Resolution) (Local Public Agency)  
Greene 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/STATE has identified the need for the described project:

**Construct a shared use path from Bellbrook Middle School to Upper Bellbrook Road  
along Feedwire Road. Project includes signal upgrade at Upper Bellbrook/Feedwire  
intersection and crosswalk improvements at the Middle School drive.**

NOW THEREFORE, be it ordained by Sugarcreek Township, Greene County, Ohio.  
(LPA)

**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 Township will be responsible for:**

- The Non-Federal share of the Preliminary Engineering Phase, the Right-of-Way Phase  
and the Construction Phase**
- All costs for added construction items requested by the sponsor which are not necessary  
for the improvement as determined by the State and the Federal Highway Administration**

**SECTION IV – Utilities and Right-of-Way Statement**

The LPA agrees that all right-of-way required for the described project will be acquired and/or made  
available in accordance with current State and Federal regulations. The LPA also understands that right-  
of-way costs include eligible utility costs.

CERTIFICATE OF COPY  
STATE OF OHIO

Sugarcreek Township of Greene County, Ohio  
(LPA)

I, THEODORE HOOSAN, as Clerk of the Sugarcreek Township  
(LPA)  
of Greene, Ohio, do hereby certify that the foregoing is a true and  
correct copy of RESOLUTION # 2011.12.19.07 adopted by the legislative Authority of  
(an Ordinance/a Resolution)  
the said Sugarcreek Township on the 19<sup>th</sup> day of DECEMBER, 2011,  
(LPA)  
that the publication of such RESOLUTION has been made and certified of record  
(Ordinance/Resolution)  
according to law; that no proceedings looking to a referendum upon such RESOLUTION  
(Ordinance/Resolution)  
have been taken; and that such RESOLUTION and certificate of publication thereof  
(Ordinance/Resolution)  
are of record in RESOLUTION 2011.12.19.07.  
(Ordinance/Resolution) (Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official  
seal, if applicable, this 20<sup>th</sup> day of DECEMBER, 2011.

Theodore H. Hoosan  
(Clerk)

(SEAL)  
(If Applicable)

Sugarcreek Township of Greene County, Ohio.  
(LPA)

The foregoing is accepted as a basis for proceeding with the project herein described.

For the Sugarcreek Township of Greene County, Ohio.  
(LPA)

Attest: \_\_\_\_\_

[Signature], Date 12/19/11  
(Contractual Officer)

For the State of Ohio

Attest: \_\_\_\_\_

\_\_\_\_\_, Date \_\_\_\_\_  
Director, Ohio Department of Transportation

The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

**PID #88300**

**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 purposes.

**SECTION VI – Authority to Sign**

The Township Administrator of said Sugarcreek Township is hereby empowered  
(Contractual Agent) (LPA)  
on behalf of the Sugarcreek Township to enter into contracts with ODOT pre-qualified  
(LPA)  
consultants for the preliminary phase of the Project and enter into contracts with the Director of Transportation necessary to complete the above described project. Upon request of ODOT, the Township Administrator is also empowered to assign all rights, title, and interests of  
(Contractual Agent)  
Sugarcreek Township to ODOT arising from any agreement with its consultant in order  
(LPA)  
to allow ODOT to direct additional or corrective work, recover damages due to error 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 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 completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

Passed: DECEMBER 19, 2011  
(Date)

[Signature]  
(Officer of LPA – title)

[Signature]  
(Officer of LPA – title)

[Signature]  
(Officer of LPA – title)