



An Open Space Community

August 13, 2010

To Whom It May Concern:

I, Theodore L. Hodson, Fiscal Officer of Sugarcreek Township, hereby certify that Sugarcreek Township has the following monies set aside and secured for the Sugarcreek Township Clys Road, Phase Two Project. These funds have been budgeted for the year 2011 with the Greene County Auditor's Office.

Total Amount of Project	\$1,732,104.00
Amount of Requested (Grant)	\$1,454,967.36
Amount Secured	\$ 277,136.64
Gas Tax: \$0.00	
Roads: \$277,136.64	

The amount of \$0.00 will be set aside as of January 1, 2011, in the Gas Tax Fund, and the amount of \$277,136.64 will be set aside as of January 1, 2011, in the Road and Bridge Fund, for a total of \$277,136.64 to be used to pay the local share for the Clys Road Phase Two Project when it is required.

Respectfully,

Theodore L. Hodson
Fiscal Officer

SUGARCREEK TOWNSHIP
RESOLUTION NO. 2010.08.13.02

IN RE: Authorize the Township Administrator to Execute and File an Application to Participate
in the State of Ohio Bond Issue #1 Program

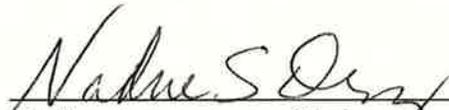
WHEREAS, the State of Ohio Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and,

WHEREAS, Sugarcreek Township wishes to makes capital improvements to Clys Road, Phase Two; and,

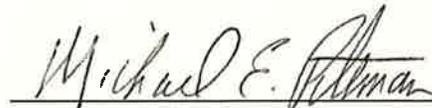
WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the Ohio Public Works Commission (OPWC) Programs; and,

NOW THEREFORE, BE IT RESOLVED, by this Board of Trustees, that Barry P. Tiffany, Township Administrator, is hereby authorized to execute and file an application on behalf of Sugarcreek Township to participate in the State of Ohio Bond Issue #1 Program with the Ohio Public Works Commission for funds as described above

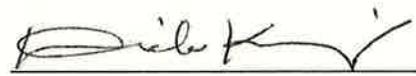
BE IT FURTHER RESOLVED, that Barry P. Tiffany, Township Administrator, is authorized to execute contract agreements that may be necessary and appropriate to obtain this financial assistance.



Nadine S. Daugherty, Chairperson



Michael E. Pittman, Vice Chairperson



Dick King, Trustee



Theodore L. Hodson, Fiscal Officer

PROJECT AGREEMENT BETWEEN SUGARCREEK TOWNSHIP, THE GREENE COUNTY ENGINEER AND THE CITY OF CENTERVILLE

This Agreement between Sugarcreek Township (hereinafter referred to as the "Township"), the Greene County Engineer (hereinafter referred to as the "Engineer"), and the City of Centerville (hereinafter referred to as the "City") is made this 13th day of August, 2010. The Township, Engineer, and City's purpose to enter into an Agreement is for the Clyo Rd. Phase II Project. This is an Ohio Public Works Commission Project; 84% OPWC, 16% Local. The following conditions shall prevail:

1. The Township, Engineer, and City agree to pay their local share of all work in their respective jurisdiction.
Greene County: 5% of the 16% (0.8% of total project cost) max - \$13,856.83
City of Centerville: 5% of the 16% (0.8% of the total project cost) max - \$13,856.83
Sugarcreek Township: remainder of 16% (15.2% of total project cost)
2. Each respective jurisdictions/Representative(s), shall decide all questions which may arise as to quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and as to compensation.
3. The County Engineer will assist the Township in the preparation and submittal of all OPWC forms. All costs associated to inspection and administration of the contract shall be assessed to the project.
4. The County Engineer shall review any designs involving County jurisdiction made by an engineer employed for the project. His approval must be obtained before the project is advertised for bids.
5. As the Township, Engineer, and City have agreed to cooperate on this project, the contractor shall invoice the Township for the completed work; in turn the Township shall invoice the Engineer and City for its respective portion of work. Since this project is funded in part by the Ohio Public Works Commission, the Township, Engineer, and City will pay only the local share of its respective invoice; the remainder is to be paid by the

Ohio Public Works Commission.

The acceptance of this Agreement is indicated by the signatures below:

SUGARCREEK TOWNSHIP
Township Administrator, Barry P. Tiffany



ATTEST:



GREENE COUNTY, STATE OF OHIO
Greene Co. Engineer, Robert N. Geyer, P.E., P.S.

ATTEST:

CITY OF CENTERVILLE
Centerville City Manager, Greg Horn

ATTEST:

Approved as to form only:
Prosecuting Attorney's Office