RESOLUTION NO. 2026-7

A RESOLUTION AUTHORIZING THE OHIO DEPARTMENT OF TRANSPORTATION TO UNDERTAKE PLAINFIELD ROAD IMPROVEMENTS ON BEHALF OF THE VILLAGE OF SILVERTON

The following Final Resolution enacted by the Village of **Silverton**, hereinafter referred to as the Legislative Authority or Local Public Agency (LPA), in the matter of the stated described project.

WHEREAS, on the 7th day of November, 2024, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

> The project consists of the reconstruction of Plainfield Road and St. James Avenue to the Silverton northern corporation line and resurfacing Montgomery Road (C.R. 22) from Parkview Lane to Plainfield Road; and the realignment of the Montgomery Road and Alpine/Section Road intersection and the Plainfield and Montgomery Road intersection, including asphalt concrete surfacing, curb, curb ramp, drainage upgrades, signage, traffic signal upgrades, and pavement markings, lying within the Village of Silverton; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above-described project as follows:

> The Village agrees to assume and bear one Hundred percent (100%) of the entire cost of the improvement within the village limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.

The share cost of the LPA's is now estimated in the amount of Nine Hundred Twenty Six Thousand Four Hundred Twenty-Four and - - - - 00/100 dollars ($926,424.00) but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above-described highway and has transmitted copies of same to this legislative authority; and

WHEREAS, this legislative authority desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW THEREFORE, BE IT RESOLVED, by the Village Council of the Village of Silverton, Ohio, that:

SECTION I. That the estimated sum of Nine Hundred Twenty-Six Thousand Four Hundred Twenty-Four and - - - -00/100 Dollars ($926,424.00), is hereby appropriated for the improvement described above and the fiscal officer is

hereby authorized and directed to issue and order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from Federal funds.

SECTION II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.

SECTION III. That the LPA enter into a contract with the State, and that the Village Manager be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.

SECTION IV. That the LPA transmit to the Director of Transportation a fully executed copy of this resolution.

SECTION V. This Resolution shall take effect and be in full force from and after the earliest period allowable by law.

PASSED this 5th day of March, 2026.

John A. Smith, Mayor

ATTEST:

Jack Cameron, Village Manager

Approved as to form:

Bryan E. Pacheco, Village Solicitor

CERTIFICATION:
I, Meredith L. George, Clerk of Council of the Village of Silverton, County of Hamilton, State of Ohio; do hereby certify that there is no newspaper published in said municipality and that publication of the foregoing Ordinance No. 2026-7 has been duly made by posting true copies in two (2) places that are accessible by the public in said municipality, as determined by Council as follows: 1) Silverton Town Hall lobby area and Council Chambers foyer; and 2) Silverton's official website. Said posting was for a period of fifteen days commencing March 6, 2026.

Meredith L. George
Clerk of Council of Silverton, Ohio

PID No. **116550**

FISCAL OFFICER'S CERTIFICATE

(Chapter 5521 and Section 5705.41, Ohio Revised Code)

I hereby certify to that the money, to wit: **$926,424.00** required for the payment of the cost other than that thereof assumed by the **Federal** Government, for the improvement of that portion of **U.S.R. 22/C.R. 273**, lying within the corporate limits of the Village of **Silverton**, more particularly described as follows:

> **The project consists of the reconstruction of Plainfield Road from St. James Avenue to the Silverton northern corporation line and resurfacing Montgomery Road (C.R. 22) from Parkview Lane to Plainfield Road; and the realignment of the Montgomery Road and Alpine/Section Road intersection and the Plainfield and Montgomery Road intersection, including asphalt concrete surfacing, curb, curb ramp, drainage upgrades, signage, traffic signal upgrades, and pavement markings, lying within the Village of Silverton;** and

has been lawfully appropriated for such purpose and is in the treasury to the credit of, or has been levied, placed on the duplicate and in process of collection for the appropriate fund, and not appropriated for any other purpose; or is being obtained by sale of bonds issued on account of said improvement, which bonds are sold and in process of delivery.

I further certify that this certificate was made, sealed and filed with the legislative authority of the Village of **Silverton**, Ohio, after said legislative authority passed the final resolution in connection with the within described project; and that this certificate was forthwith recorded in the record of the proceedings of said legislative authority, namely:

Legislative Authority's Journal, Volume _____, at Page _____,

IN WITNESS WHEREOF, I have hereunto set my hand and official seal as said Fiscal Officer, this _____day of _____, 20____.

(Fiscal Officer's Seal)
(If Applicable)

_____
Fiscal Officer of the Village of
Silverton, Ohio

CONTRACT
(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the Village of **Silverton**, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5522 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the STATE; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: RECITALS

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: PURPOSE

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of the reconstruction of Plainfield Road from St. James Avenue to the Silverton northern corporation line and resurfacing Montgomery Road (C.R. 22) from Parkview Lane to Plainfield Road; and the realignment of the Montgomery Road and Alpine/Section Road intersection and the Plainfield and Montgomery Road intersection, including asphalt concrete surfacing, curb, curb ramp, drainage upgrades, signage, traffic signal upgrades, and pavement markings, lying within the Village of Silverton.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.

2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.

3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the STATE.

4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount **of Nine Hundred Twenty-Six Thousand Four Hundred Twenty-Four and 00/100 Dollars, ($926,424.00)**.

5. **The LPA agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the LPA limits, less the amount of Federal-Aid funds set aside by the STATE for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**

6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the STATE and Federal Highway Administration.

7. The LPA agrees that change orders and extra work contracts required to fulfilling 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.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. 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.

2. 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, including that:

   A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.

   B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.

   C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.

2. The LPA agrees:

   A. To keep said highway open to traffic at all times;
   B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto;

C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the STATE.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows:

Village of Silverton
6943 Montgomery Road
Silverton, Ohio
45236

Ohio Department of Transportation
Office of Contract Sales & Estimating
1980 West Broad Street, MS 4110
Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The STATE may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.

2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.

4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.

6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.

7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XII: SIGNATURES

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

IN WITNESS THEREOF, the parties hereto have caused this contract to be duly executed in duplicate.

SEAL
(If Applicable)

OHIO DEPARTMENT OF TRANSPORTATION

_____
Director of Transportation

LOCAL PUBLIC AGENCY
Village of **Silverton**

_____
Village Manager

_____
Date

Approved:
Dave Yost
Attorney General of Ohio

By:_____
Corinna Efkeman
Unit Coordinator, Transportation
Executive Agencies Section