

To: Members of Dublin City Council
From: Marsha I. Grigsby, City Manager *MLG*
Date: December 4, 2014
Initiated By: Paul A. Hammersmith, PE, Director of Engineering/City Engineer
Jean-Ellen M. Willis, PE, Engineering Manager - Transportation
Re: Resolution 95-14 - Authorizing the City Manager to enter into a Maintenance Agreement with the Ohio Department of Transportation (ODOT) for the Dublin Road/SR 745 and Glick Road intersection

Summary

The adopted Dublin 2014 – 2018 Capital Improvements Program includes the Dublin Road and Glick Road intersection improvement project (Project #ET1003), which includes the addition of left-turn lanes, a new traffic signal and pedestrian facilities. The improvements are now substantially complete, due to the coordinated efforts with the Ohio Department of Transportation (ODOT), Delaware County Engineer's Office, and Shawnee Hills. Final completion of the project is scheduled for the spring of 2015.

Prior to the intersection improvements, the traffic signal was operated by ODOT, which is the typical arrangement for a traffic signal on a state route within an unincorporated area or village. By entering into the Maintenance Agreement, Dublin will operate and provide routine maintenance of the traffic signal.

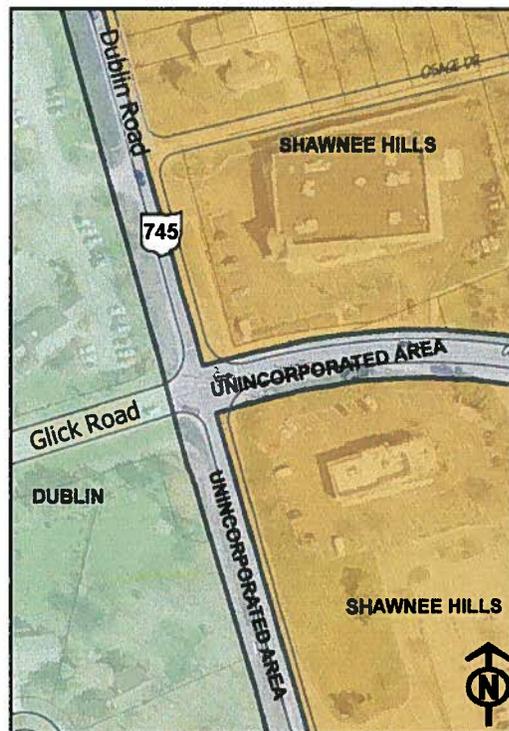


Figure 1: Jurisdictional Boundaries

Major maintenance of the traffic signal, however, will be shared between Dublin and ODOT. Major maintenance is defined as items such as:

1. Pedestrian system upgrade or replacement;
2. Signal cabinet upgrade or replacement;
3. Signal pole or mast arm replacement;
4. Detection system replacement for the entire intersection;
5. Signal head replacements for the entire intersection.

ODOT will continue to maintain the roadway pavement, striping and curb and gutter along Dublin Road/SR 745.

Dublin will be responsible for the storm water quality units and the sidewalk and paths on the west side of Dublin Road. This ensures consistent maintenance of this part of the larger path and drainage systems, adjacent to Dublin residents in Muirfield Village and the Morgan House.

Recommendation

Staff recommends approval of Resolution 95-14, authorizing the City Manager to enter into a Maintenance Agreement with the Ohio Department of Transportation for the Dublin Road/SR 745 and Glick Road intersection.

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

95-14

Resolution No. _____

Passed _____, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MAINTENANCE AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE DUBLIN ROAD/SR745 AND GLICK ROAD INTERSECTION (ET1003)

WHEREAS, the City of Dublin has identified the need to construct improvements at the intersection of Dublin Road/SR 745 and Glick Road in partnership with the Ohio Department of Transportation (ODOT), Delaware County Engineer's Office and the Village of Shawnee Hills; and

WHEREAS, the Dublin Road/SR 745 and Glick Road intersection improvements includes the addition of left-turn lanes, a new the traffic signal, and pedestrian facilities; and

WHEREAS, the City of Dublin's adopted 2014-2018 Capital Improvements Program includes this project and it is identified as Project #ET1003; and

WHEREAS, the City of Dublin has worked closely with the ODOT to develop improvement plans for the intersection; and

WHEREAS, the City of Dublin will operate and provide routine maintenance of the traffic signal; and

WHEREAS, the City of Dublin and ODOT will share major maintenance of the traffic signal; and

WHEREAS, the City of Dublin will maintain the stormwater quality units and pedestrian facilities on the west side of Dublin Road/SR 745; and

WHEREAS, ODOT will maintain the roadway pavement, striping and curb and gutter along Dublin Road/SR 745.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, State of Ohio, _____ of the elected members concurring that:

Section 1. The City Manager is hereby authorized to enter into a Maintenance Agreement with ODOT for the Dublin Road/SR 745 and Glick Road intersection, in substantially the same form as attached, with changes not inconsistent with this Resolution and not substantially adverse to this City and which shall be approved by the City Manager and Director of Finance. The approval of changes thereto by those officials, and their character as not being substantially adverse to the City, shall be evidenced conclusively by their execution thereof.

Section 2. The City Manager, the Clerk of Council, the Director of Law, the Director of Finance, or other appropriate officers of the City are hereby authorized to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Resolution. The City Manager and the Director of Finance are also authorized, for and in the name of the City, to execute any amendments to the Maintenance Agreement, which amendments are not inconsistent with this Resolution and not substantially adverse to this City.

Section 3. This Resolution shall take effect upon adoption in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2014.

Mayor - Presiding Officer

Attest:

Clerk of Council

ODOT AGREEMENT NO.

**MAINTENANCE AGREEMENT
BETWEEN THE CITY OF DUBLIN AND
THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
DEL-SR745/Dublin Road and Glick Road Intersection**

This Maintenance Agreement (hereinafter the "Agreement") is made by and between the State of Ohio, acting by and through the Director of Transportation, hereafter referred to as "ODOT", 1980 West Broad Street, Columbus, Ohio 43223, and the City of Dublin, an Ohio municipal corporation, hereinafter referred to as "THE CITY", 5200 Emerald Parkway, Dublin, Ohio 43017 (collectively "the Parties").

WHEREAS, Section 5501.03(A)(3) of the Ohio Revised Code, provides that the Director may coordinate the activities of the Department of Transportation with other appropriate public authorities and enter into contracts with such authorities as necessary to carry out its duties, powers and functions; and

WHEREAS, in accordance with Section 5515.01 of the Revised Code, the Director may grant a permit to any individual to use or occupy such portion of the highway system that will not inconvenience the traveling public; and

WHEREAS, the Dublin Community Plan promotes working cooperatively with surrounding jurisdictions to promote regional transportation planning and programming; and

WHEREAS, ODOT and THE CITY have agreed that the intersection of SR 745/Dublin Road and Glick Road will be improved; and

WHEREAS, this project, DEL-SR745/Dublin Road and Glick Road Intersection is hereinafter referred to as "THE PROJECT" and is described as follows:

The Project includes construction of left turn lanes on each approach and will improve the sight distance on the north leg of the intersection by lowering the hill near address 9130 Dublin Road, adding pedestrian facilities along the north side of Glick Road, west of Dublin Road, and upgrading the traffic signal to include such items as new mast arms, pedestrian push buttons in all four quadrants; LED signal heads are all included in the Project. All relevant regulatory road signage, pavement markings, storm drainage, utility location and any necessary relocation, all in compliance with the ADA criteria, are part of the Project as well.

NOW THEREFORE, the Parties covenant, agree and obligate themselves as follows:

ARTICLE I
DEFINITIONS

Section 1.1. Definitions. Unless otherwise defined herein, words and terms used in this Agreement with initial capital letters shall have the meanings set forth in this Section 1.1.

“*Agreement*” means this Maintenance Agreement by and between Dublin and ODOT, as duly amended or supplemented from time to time in accordance with its terms.

“*Agreement Term*” means the period commencing with the execution and delivery of this Agreement and ending on the Termination Date.

“*Authorized Dublin Representative*” means initially the Director of Engineering/City Engineer of Dublin. Dublin may from time to time provide a written certificate to ODOT signed on behalf of Dublin by the City Manager designating an alternative or alternates who shall have the same authority, duties and powers as the initial Authorized Dublin Representative.

“*Notice Address*” means:

(a) As to Dublin:

City of Dublin, Ohio
5200 Emerald Parkway
Dublin, Ohio 43017
Attention: City Manager

(b) As to ODOT:

The Ohio Department of Transportation, District 6
400 East William Street
Delaware, Ohio 43015
Attention: District 6 Deputy Director

“*Person*” shall mean an individual, a corporation, a partnership, an association, a limited liability company, a joint stock company, a joint venture, a trust, an unincorporated organization, or a government or any agency or political subdivision thereof.

“*State*” means the State of Ohio, one of the United States of America.

Section 1.2 Certain Words Used Herein; References. Any reference herein to Dublin or ODOT, any members or officers thereof, or other public boards, commissions, departments, institutions, agencies, bodies or other entities, or members or officers thereof, includes without

limitation, entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or performing their functions lawfully.

Any reference to sections or provisions of the Constitution of the State, the Act, a section, provision or chapter of the Ohio Revised Code, federal or State laws includes without limitation, that section, provision or chapter, or those laws or regulations, as amended, modified, revised, supplemented or superseded from time to time.

Words of any gender include the correlative words of any other gender. Unless the context indicates otherwise, words importing the singular number import the plural number, and vice versa. The terms "hereof", "herein", "hereby", "hereto", and "hereunder", and similar terms, refer to this Agreement; and the term "hereafter" means after, and the term "heretofore" means before the date of delivery of this Agreement.

ARTICLE II MAINTENANCE AGREEMENT

Section 2. OBLIGATIONS OF THE CITY

- 2.1. Upon completion of THE PROJECT, THE CITY shall provide the routine maintenance of THE PROJECT area that is within ODOT owned right-of-way as defined below:
 - a. All sidewalk and shared-use path (excluding snow removal);
 - b. THE PROJECT storm water quality units;
 - c. All items associated with the mast arm and pedestal pole painting and the lighting on the combination poles;
 - d. All aspects of the operation and routine maintenance of THE PROJECT traffic signal;
- 2.2. THE CITY agrees to maintain traffic on the lanes and shoulders on SR 745/Dublin Road while performing maintenance activities in accordance with the applicable ODOT standards. Any activities requiring lane, shoulder or ramp closures will require prior written approval from ODOT.
- 2.3. THE CITY agrees that if workers or vehicles are on the pavement or shoulders, they shall comply with all requirements of the Ohio Manual of Uniform Traffic Control Devices.

- 2.4. Highway appurtenances disturbed by THE CITY or its agents shall be restored using materials, design, and workmanship in conformance with ODOT's Location and Design Manual, Construction and Material Specifications, and ODOT Standards.

Section 3. OBLIGATIONS OF THE STATE

- 3.1. Upon completion of THE PROJECT, ODOT agrees to provide the major maintenance as described in Section 5501.49 of the Ohio revised Code. Additional work to be performed by ODOT shall consist of:
 - a. The routine maintenance of THE PROJECT within ODOT owned right-of-way as defined in but not limited to, mowing, reseeding and fertilizing of the lawns, maintaining shrubs and other plants by pruning, cultivating, and weeding as required for healthy growth. Also, spraying as required to keep trees and shrubs free of insects and disease is to be included;
 - b. The maintenance of the curb and gutter, pavement, and pavement markings within the ODOT owned right-of-way along SR 745;
- 3.2. Subject to the restrictions of state and federal law, including but not limited to the Highway Beautification Act, ODOT shall not unreasonably deny THE CITY and any future developer permits that meet the development and aesthetic needs of THE CITY and ODOT.
- 3.3. ODOT shall replace, or temporarily relocate and reinstall any landscaping and design elements affected by ODOT sponsored project(s).

Section 4. MAJOR MAINTENANCE OBLIGATIONS OF THE CITY AND ODOT

- 4.1. Upon completion of THE PROJECT, THE CITY and ODOT agree to the following:
 - a. If THE PROJECT traffic signal needs major maintenance and/or to be replaced, ODOT and THE CITY will share this responsibility in the future. THE CITY and ODOT will jointly determine and agree to the magnitude of repairs and/or signal replacement in writing prior to any changes being installed. Major maintenance includes but is not limited to items such as:
 1. Pedestrian system upgrade or replacement,
 2. Signal cabinet upgrade or replacement,
 3. Signal pole or mast arm replacement,
 4. Detection system replacement for the entire intersection,
 5. Signal head replacements for the entire intersection;
 - b. ODOT agrees to notify THE CITY if signal requires major maintenance and/or replacement;

- c. THE CITY agrees to remit payment for major maintenance/signal repair as agreed within 30 days of receipt of invoice from ODOT. Payment(s) shall be made out to TREASURER OF STATE; and be delivered to:

Jeffrey M. Hisem, Administrator
The Ohio Department of Transportation
Office of Estimating, 4160
1980 West Broad Street, First Floor
Columbus, Ohio 43223
Attn: Kathy Barthen

- d. ODOT agrees to notify THE CITY in writing if actual costs are in excess of agreed sum and to seek agreement on any cost increase;
- e. ODOT agrees to refund any excess funds to THE CITY after major maintenance and/or replacement is complete.

Section 5. EXPIRATION; TERMINATION

- 5.1. The term of this agreement shall commence upon the date of execution of both parties and shall not expire subject to requirements of section 5.11 below and RC 126.07

Section 6. GENERAL PROVISIONS

- 6.1. The signing of the Agreement does not in any way abridge the right of the Director of Transportation in her or his jurisdiction over the state highway system. If at any time it becomes necessary, in the opinion of the Director of Transportation to order the removal, reconstruction, relocation, or repair of the improvements in THE PROJECT above for the safety of the traveling public, said removal work shall be completed wholly at the expense of THE CITY, and be made as directed by the Director of Transportation.
- 6.2. This Agreement constitutes the entire Agreement between the parties. All prior discussion and understandings between the parties regarding maintenance are superseded by this Agreement.
- 6.3. Any modifications to this Agreement shall be agreed to by both parties in writing.
- 6.4. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned to any party hereto without the express written consent of the other parties.

- 6.5. This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.
- 6.6. The District Deputy Director of District 6 shall have authority to ensure the compliance of the provisions of this Agreement.
- 6.7. The signing of the Agreement or the doing of any work thereunder shall constitute an agreement by THE CITY to comply with all of the terms, conditions and restrictions written herein.
- 6.8. THE CITY shall be responsible for all loss, liability, damages or claims for injury or death, or whatever nature to any person, property, or business caused by or resulting from activities of THE CITY, its employees, agents, or contractors including any costs incurred by ODOT for defending same.
- 6.9. THE CITY shall comply with Air pollution requirements of Rule 3745-17-08 of the Ohio Administrative Code promulgated and enforced by the Ohio Environmental Protection Agency.
- 6.10. It is expressly understood by the parties that all financial obligations of the State of Ohio 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 ODOT. If the Ohio general Assembly fails at any time to continue funding for maintenance and inspection projects hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODOT.
- 6.11. Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute on such principal's behalf.

STATE OF OHIO

CITY OF DUBLIN

Department of Transportation

By: _____
Jerry Wray, Director

By: _____
Marsha I. Grigsby, City Manager

Date _____

Date _____