*Board of Trustees*
Mary Makley Wolff
Kendal A. Tracy
Mark C. Schulte

*Fiscal Officer*
Eric C. Ferry

*Administrator / Public Safety Director*
Stephen M. Kelly

Miami Township
Clermont County OH

Miami Township
6101 Meijer Drive • Milford, OH 45150-2189

*Administration*
513-248-3725
513-248-3730 (fax)
*Community Development*
513-248-3731
*Service Department*
513-248-3728
*Police Department*
513-248-3721
*Fire & EMS*
513-248-3700
*Recreation*
513-248-3727

(LPA-ODOT-Let Project Agreement)
(PARTICIPATORY)

**PID No. : 125488**
**County/Route/Section : CLE Miami Twp Ped Crossing**
**Agreement No: 43837**

## RESOLUTION 2026-43

The Board of Trustees of Miami Township, Clermont County, Ohio met in regular session on October 20, 2026 with the following members present: Ken Tracy and Mary Makley Wolff.

A motion was made to adopt the following Resolution:

**RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATOR/ SAFETY SERVICES DIRECTOR TO EXECUTE A PROJECT PARTICIPATION AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION ASSOCIATED WITH THE BRANCH HILL GUINEA PIKE AND LOVELAND MIAMIVILLE ROAD SIDEWALK IMPROVEMENT PROJECT AND DISPENSING WITH THE SECOND READING**

**WHEREAS**, the Miami Township Board of Trustees (the "LPA") has determined the need for the installation of pedestrian crossing facilities at the intersection of Branch Hill Guinea Pike and Loveland Miamiville Road (the "Project") and seeks to enter into a Project Participation Agreement with the Ohio Department of Transportation associated with the Project.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of Miami Township, Clermont County, Ohio as follows:

**Section 2. Consent Statement**

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the Project as detailed in the LPA-ODOT-Let Agreement entered into between the parties, if applicable.

**Section 3.** **Cooperation Statement**

The LPA shall cooperate with the Director of Transportation in the development and construction of the Project and shall enter into a LPA Federal ODOT Let Project Agreement, if applicable, as well as any other agreements necessary to develop and construct pedestrian crossing facilities at the intersection of Branch Hill Guinea Pike and Loveland Miamiville Road (the "Project").

**Section 4.** The LPA agrees to participate in the cost of the project (you fill in how the LPA will participate (ie: construction, PE, RW, extra work, ADA 100% items, etc)

**Section 5.** 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 by unnecessary for the Project.

**Section 6.** 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.

**Section 7.** 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 8.** 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.

**Section 9.** **Authority to Sign**

The LPA hereby authorizes Steve Kelly as the Township Administrator/Safety Services Director of Miami Township, Clermont County, to enter into and execute contracts with the Director of Transportation which are necessary to develop plans for and to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Section 10. Upon request of ODOT, the Township Administrator/Safety Services Director is also empowered to execute any appropriate documents toaffect the assignment of all rights, title, and interests of the Miami Township, Clermont County 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.

**Section 11. 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.

**Section 12.** 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.

**Section 13. 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 14.** The Board finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

**Section 15.** The Board does hereby dispense with the requirement that this Resolution be read on two separate days, pursuant to Section 504.10 of the Ohio Revised Code, and authorizes the adoption of this Resolution upon its first reading.

**Section 16.** This Resolution shall take effect at the earliest period allowed by law.

| | |
|---|---|
| First Reading: | October 20, 2026 |
| Second Reading: | Dispensed with |
| Effective: | October 20, 2026 |

On the roll call being called the vote resulted as follows:

| | |
|---|---|
| Mr. Schulte | Absent |
| Mr. Tracy | ✓ |
| Ms. Wolff | ✓ |

Resolution 2026-43 adopted October 20, 2026.

ATTEST:

Eric C. Ferry, Fiscal Officer

APPROVED AS TO FORM:

Joseph J. Braun,
Township Law Director

**CERTIFICATE OF COPY**
**STATE OF OHIO**

Miami Township of Clermont County, Ohio

I, Eric Ferry, as Clerk of the Miami Township of Clermont County, Ohio, do hereby certify that the foregoing is a true and correct copy of Resolution No. 43 adopted by the legislative Authority of Miami Township, Clermont County on the 20th day of October, 2026.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this 20th day of October, 2026.

Eric A Ferry
(Clerk)

Miami Township of Clermont County, Ohio
(LPA)

***No Seal is required to accompany the executed legislation.