



LEGISLATIVE COVER MEMO

Introduction: January 7, 2025

Agenda Item: **Resolution 2025-01**

PRELIMINARY CONSENT LEGISLATION FOR THE INTERCONNECTED RAILROAD SIGNAL PREEMPTION PROJECT FOR THE TRAFFIC SIGNALS ON SIXTH STREET AT S. MAIN ST. AND S. RIVER ST.

Submitted by: Barry Conway, City Engineer

Scope/Description: This Resolution is the preliminary legislation required by ODOT for the Interconnected Railroad Traffic Signal Preemption Project to replace the existing traffic signals on Sixth Street at the intersections with South Main Street and South River Street.

Construction of the project is scheduled to begin May 1, 2025.

Budget Impact: The total cost for this Project is currently estimated at \$691,710. The City's share of this would be \$0.00.

Exhibits: N/A

Recommendation: Staff recommends approval of this resolution.

CITY OF FRANKLIN, OHIO
RESOLUTION 2025-01

**PRELIMINARY CONSENT LEGISLATION FOR THE INTERCONNECTED RAILROAD SIGNAL PREEMPTION PROJECT
FOR THE TRAFFIC SIGNALS ON SIXTH STREET AT S. MAIN ST. AND S. RIVER ST.**

The following Resolution is enacted by the City of Franklin, Warren County, Ohio, hereinafter referred to as the Local Public Agency (“LPA”), in the matter of the project described herein.

Section 1. Project Description

WHEREAS, the STATE has identified the need for the following described project (“Project”):

Upgrade of railroad warning devices and circuitry at South River Street, (crossing DOT #524892A) and SR 123/South Main Street (crossing DOT #524894N). Interconnection with new traffic signals at the intersection of SR 123/South Main Street & West Sixth Street and at the intersection of South River Street & West Sixth Street. Installation will include any ancillary work to make warning devices function as designed, MUTCD compliant, and visible to roadway user.

NOW THEREFORE, be it resolved by the Council of the City of Franklin, Ohio, a majority of Council members present concurring, that:

Section 2. Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described 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 above described 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 the Project.

The State shall assume and bear 100% of all costs of the improvement.

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 be unnecessary for the Project.

Section 4. 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.

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 5. 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 6. Authority to Sign

The City Manager of said City of Franklin is hereby empowered to enter into and execute contracts with the Director of Transportation which are necessary to complete the above-described project; and to execute contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the Project.

Upon request of ODOT, the City Manager is also empowered to execute any appropriate documents to affect the assignment of all rights, title, and interests of the City of Franklin 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 7. Sunshine Law

It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 8. Effective Date

This Resolution shall take effect and be in force immediately upon its passage.

ADOPTED: January 7, 2025

ATTEST: _____
Khristi Dunn, Clerk of Council

APPROVED: _____
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of a resolution passed by that body on January 7, 2025.

Khristi Dunn, Clerk of Council