

RESOLUTION NO. 55-19
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Belinda Kenley ON
THE 19th DAY OF August, 2019.

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE BOARD OF MONTGOMERY COUNTY COMMISSIONERS FOR THE DISTRIBUTION OF FUNDING ON A SURFACE TRANSPORTATION PROGRAM (STP) FEDERAL FUNDING AND AUTHORIZING THE MONTGOMERY COUNTY COMMISSIONERS TO SUBMIT A JOINT APPLICATION FOR THE SURFACE TRANSPORTATION PROGRAM (STP) FEDERAL FUNDING GRANT FOR THE SOCIAL ROW ROAD IMPROVEMENTS –PHASE 1 PROJECT.

WHEREAS, a joint application to the Miami Valley Regional Planning Commission (MVRPC) will be submitted by Montgomery County for the Social Row Road Improvements – Phase 1 Project; and

WHEREAS, should grant funds be made available from the MVRPC application, such grant funding received from the application will be divided between the County and the City by the percentage and cost included in the agreement; and

WHEREAS, the MVRPC requires that jurisdictions on a joint application enter into a cooperative agreement outlining the division of funds and construction administration; and

WHEREAS, the cooperative agreement between the County and the City is only to be in force and effect if/and when funding is received from the MVRPC.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE, OHIO HEREBY RESOLVES:

Section 1. That the City of Centerville agrees to seek grant funds for a Surface Transportation Program (STP) grant through MVRPC.

Section 2. That the City Manager is hereby authorized to enter into a Cooperative Agreement with the Board of Montgomery County Commissioners to submit a joint application for the distribution of funding from a Surface Transportation Program (STP) grant for the Social Row Road Improvements – Phase 1 Project. A proposed copy of the Cooperative Agreement is set forth in Exhibit “A” and incorporated herein.

Section 3. That this resolution shall become effective immediately upon passage.

PASSED this 19th day of August, 2019.

Bruce A. Crompton
Mayor, City of Centerville

ATTEST:

Carin R. Andrews
Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio hereby certifies that the foregoing is a true and correct copy of Resolution Number 55-19 passed by the Council of the City of Centerville, Ohio on the 19th day of August, 2019.

Carin R. Andrews
Clerk of Council

Approved as to form, consistency
With existing Ordinances, the
Charter and Constitutional Provisions.
Department of Law
Scott A. Liberman
Municipal Attorney

COST-SHARING AGREEMENT

between

THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO,
THE MONTGOMERY COUNTY ENGINEER'S OFFICE,

and

CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO

relating to the

Social Row Road Improvement Project – Phase 1

Preliminary Engineering, Final Design, Right-of-way & Construction
Waterbury Ridge Lane to approximately 300 feet east of Paragon Road

dated

June XX, 2019

Social Row Road Improvements – Phase 1 Project

This is an Agreement by and between the City of Centerville, 100 West Spring Valley Road, Centerville, Ohio 45458, (the “City”) and the Board of County Commissioners of Montgomery County, Ohio, 451 W. Third Street, Dayton, Ohio 45422, (the “County”) and through the Board’s project agent, the Montgomery County Engineer (the “Engineer”) entered into as of the last date of approval by the County.

WHEREAS, the Social Row Road Improvement Project – Phase 1, (hereinafter “the Project”) will involve the improvement of Social Row Road, from Waterbury Ridge Lane to approximately 300 feet east of Paragon Road, and is located within Washington Township and the City of Centerville, in Montgomery County, Ohio; and

WHEREAS, the project limits of the Social Row Road Improvement Project – Phase 1 will include the improvement of the intersection of Social Row Road and Paragon Road, with said intersection improvement work extending on Paragon Road approximately 250 feet north, and 250 feet south, of said intersection; and

WHEREAS, the sections of roads within the Social Row Road Improvement Project – Phase 1 project area have been identified as an eligible congestion management project by the Miami Valley Regional Planning Commission (MVRPC) and is specifically listed on the MVRPC’s *2040 Long Range Transportation Plan*; and

WHEREAS, MVRPC is accepting applications for its Surface Transportation Program in October 2019, and said potential federal funding will become available for construction starting in the Ohio Department of Transportation’s (ODOT) Fiscal Year 2025; and

WHEREAS, the Project area contains sections of Social Row Road that are designated as part of the County Road System by the Board, and are thus under the Board's maintenance, care and control; and

WHEREAS, the Project area contains sections of Social Row Road and Paragon Road that are within the jurisdiction of the City of Centerville, and thus the City is responsible for the maintenance, care, and control of said sections of roadway. (Said sections of Social Row Road and Paragon Road are identified on the Project Area Plan, attached hereto as Exhibit A); and

WHEREAS, the Project area contains sections of Paragon Road that are designated as part of Washington Township's Road System by the Board, and are thus under the Washington Township's maintenance, care and control. (Said sections of Paragon Road are identified on the Project Area Plan, attached hereto as Exhibit A); and

WHEREAS, this agreement pertains only to the sections of Social Row and Paragon roads located physically within the limits of the City of Centerville, and does not pertain to sections located within Washington Township; and

WHEREAS, the parties hereto agree that increasing land development within the Project area necessitate the improvements proposed herein, and are needed to mitigate existing and future vehicle congestion for said roadways; and

WHEREAS, the City, the County, and the Engineer recognize that a joint effort to fund and construct the Social Row Road Improvement Project – Phase 1 will benefit the public convenience, safety, and welfare at a significant cost and time savings to both jurisdictions; and

WHEREAS, the parties hereto agree that any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the City of Centerville and the Board of County Commissioners of Montgomery County, Ohio and the Montgomery County Engineer's Office, and its elected officials, duly authorized employees, agents, successors and assigns.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, and with the execution of this Agreement, the City, the County and the Engineer agree to jointly finance the design and construction of the Social Row Road Improvement Project

– Phase 1, which shall include the necessary roadway improvements of the side street approaches on Paragon Road, at the intersection of Social Row Road and Paragon Road as afore-stated herein, and as shown in Exhibit A, according to the following terms:

- I. **General:** The Engineer agrees to design and construct the Project. The Engineer agrees to provide the Project plans to the City for its review. The City, however, agrees that the Engineer will be the lead agency for the Project, and that the Engineer will contract directly for all goods and services required to deliver the Project. As lead agency, the City agrees that the Engineer shall have final project decision and approval making authority on all matters pertaining to the Project, including, but not limited to, all matters concerning the land acquisition of right of way, including compensation for same.

The Board and the Engineer will apply for, and otherwise pursue, federal funding through the MVRPC Surface Transportation Program for the Social Row Road Improvement Project – Phase 1 in October of 2019. Failure to obtain federal funding shall terminate this agreement, unless the parties hereto enter into a subsequent agreement to extend same to a future MVRPC application funding cycle.

In the event that the Board and the Engineer secure the MVRPC federal funding set forth above, the City and Engineer agree that either agency can jointly or individually attempt to secure additional funding apart from the MVRPC federal funding. If additional funding is obtained, funding shall be applied to the appropriate project costs, prior to subdividing the remaining local share. Additional funding, whether in the form of grants or loans, shall be shared, when applicable, among all project participants. Participants may include, but are not to be limited to, the City, Engineer, Montgomery County Environmental Services and Washington Township.

- II. **Preliminary Engineering & Environmental Clearance:** The City agrees to share in the cost of preliminary engineering at 25.0 percent. Preliminary engineering shall include a feasibility study, alternative evaluation report, and environmental documentation as required by the

National Environmental Policy Act (NEPA) for a federally funded project. Preliminary engineering & environmental clearance shall be for the area of Social Row Road between Waterbury Ridge Lane to approximately 600 feet east of Sheehan Road, as same would be considered the logical termini as defined by ODOT. The section of Social Row Road, between the eastern end of the Social Row Road Improvement Project – Phase 1 (approximately 300 feet east of Paragon Road) and to a point approximately 600 feet east of Sheehan Road, is anticipated to be a possible “Phase 2” of the improvements of Social Row Road, but other than the Preliminary Engineering and Environmental Clearance activities set forth above, any Phase 2 improvements are not the subject of this Agreement.

Preliminary Engineering shall be through the completion of Stage 1 design, as defined by ODOT and will follow ODOT’s Project Development Process (PDP) which includes, but is not be limited to, determining the road alignment, the number of lanes of traffic, and intersection lane configurations. No credit for in-kind services performed by the City or the Engineer will be considered.

The City agrees that following the Engineer’s successful negotiation of a preliminary engineering consulting agreement, the Engineer will invoice the City for their anticipated portion of the consultant design fee. The City shall remit payment to the Engineer within 30 days of receipt of the Engineer’s invoice. Upon completion of the preliminary engineering design phase, actual costs incurred will be determined, and adjustment of the City’s funding responsibility for Phase 1 (either credit or debit) will be allocated to the City’s portion of the Phase 1 final design phase. The parties hereto understand that no additional funding, apart from the MVRPC federal funding set forth above, is anticipated and as such, will not be available for the preliminary engineering project stage.

- III. Final Design:** The City agrees to share in the cost of final design engineering of Phase 1 at 22.0 percent. Final engineering shall be related to the physical limits of Phase 1 and include final construction plans, specifications, and estimates (PS&E) as required by ODOT. No credit for in-kind services performed by the City or the Engineer will be considered.

The City agrees that following the Engineer's successful negotiation of a final design consulting agreement, the Engineer will invoice the City for their anticipated portion of the consultant design fee. The City shall remit payment to the Engineer within 30 days of receipt of the Engineer's invoice. Upon completion of the final design phase, actual costs incurred will be determined, and adjustment of the City's funding responsibility for Phase 1 (either credit or debit) will be allocated to the City's portion of the Phase 1 construction phase. The parties hereto understand that no additional funding, apart from the MVRPC federal funding set forth above, is anticipated, and as such, will not be available for the final design project stage.

- IV. Right-of-Way:** The City agrees to reimburse the Engineer for all right-of-way costs associated with land acquisitions for parcels located within the City of Centerville corporation limits, which will include, but shall not be limited to, the parcels north of Social Row Road, and identified as Montgomery County Parcel ID# O68 01116 0015, O68 01119 0019, O68 01119 0022, O68 01119 0028, O68 01119 0030, and O68 01119 0031. No funding secured for right-of-way acquisition shall be applied to parcels located within the City limits. Right-of-way costs include all permanent and temporary rights of way, easements, acquisition consultant costs, relocations, and reimbursable utility expenses related to these parcels. Upon completion of the right-of-way acquisition for parcels within the City limits, the Engineer will invoice the City for the actual costs. The City shall remit payment to the Engineer within 30 days of receipt of the Engineer's invoice. In the event that the City owns a land parcel in which right-of-way or an easement is required, the City shall not receive in-kind credit. No credit for in-kind services performed by the City or the Engineer will be considered.
- V. Construction:** The City agrees to share in Phase 1 construction and construction engineering service costs at 22.0 percent for all costs not identified as project enhancements, and at 100.0% for all project enhancements. The City's construction and construction engineering share shall be based on the total construction and construction engineering service costs for Phase 1 after subtracting all federal and other external funding obtained for the construction phase. Construction costs are understood to include roadway improvements, drainage pipes, shared use trails, sidewalks, traffic signals, construction engineering and material testing. Project

enhancements are defined as any City of Centerville requested atypical landscaping and street lighting located within the City of Centerville corporation limits.

The Engineer agrees to provide all construction engineering services for Phase 1. The Engineer shall receive in-kind credit for providing these services. Construction engineering services shall include construction inspection, material testing, field office procurement, and other contracted expenses related to construction inspection. Unused funding allocated for construction engineering shall be transferred to construction funding to be shared among all project eligible project participants subject to MVRPC and ODOT approval. Participants may include, but not be limited to, the City, Engineer, Montgomery County Environmental Services and Washington Township.

The City agrees that prior to the Engineer advertising the Phase 1 construction bid documents, the Engineer will invoice the City for their estimated full portion of the construction cost share. The City shall remit payment to the Engineer within 30 days of receipt of the Engineer's invoice. Upon completion of construction, the actual costs incurred for construction and construction engineering services will be determined and adjustment of the City's funding responsibility (either credit or debit) will be calculated, and a final settlement payment will be made between the City and Engineer within 90 days of the final construction inspection. With the exception of construction engineering services provided by the Engineer, no credit for in-kind services performed by the City or the Engineer will be considered.

VI. Modification, Severability, and Governing Law: This Agreement constitutes a total integration of the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

This contract is governed by the laws of the State of Ohio. If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

VII. Signature: The City hereby acknowledges that this Agreement must be signed and returned to the Engineer by the City within thirty (30) days of receipt of said Agreement for signature or this Agreement may be cancelled and voided by the Engineer.

IN WITNESS WHEREOF, the parties hereto set their hands this _____ day of _____, 2019.

WITNESS:

**BOARD OF COUNTY COMMISSIONERS
MONTGOMERY COUNTY, OHIO**

Signature

By _____
Deborah A. Lieberman, President

Signature

By _____
Judy Dodge

Signature

By _____
Carolyn Rice

OR

Signature

By _____
Michael Colbert, Administrator

APPROVED AS TO FORM:
MATHIAS H. HECK, JR.
Prosecuting Attorney for Montgomery County, Ohio

By _____
Assistant Prosecuting Attorney

Date: _____

WITNESS:

CITY OF CENTERVILLE, OHIO

Signature

By _____
Signature

Print Name _____

Title _____

APPROVED AS TO FORM:

Law Director

CERTIFICATION OF FUNDS:

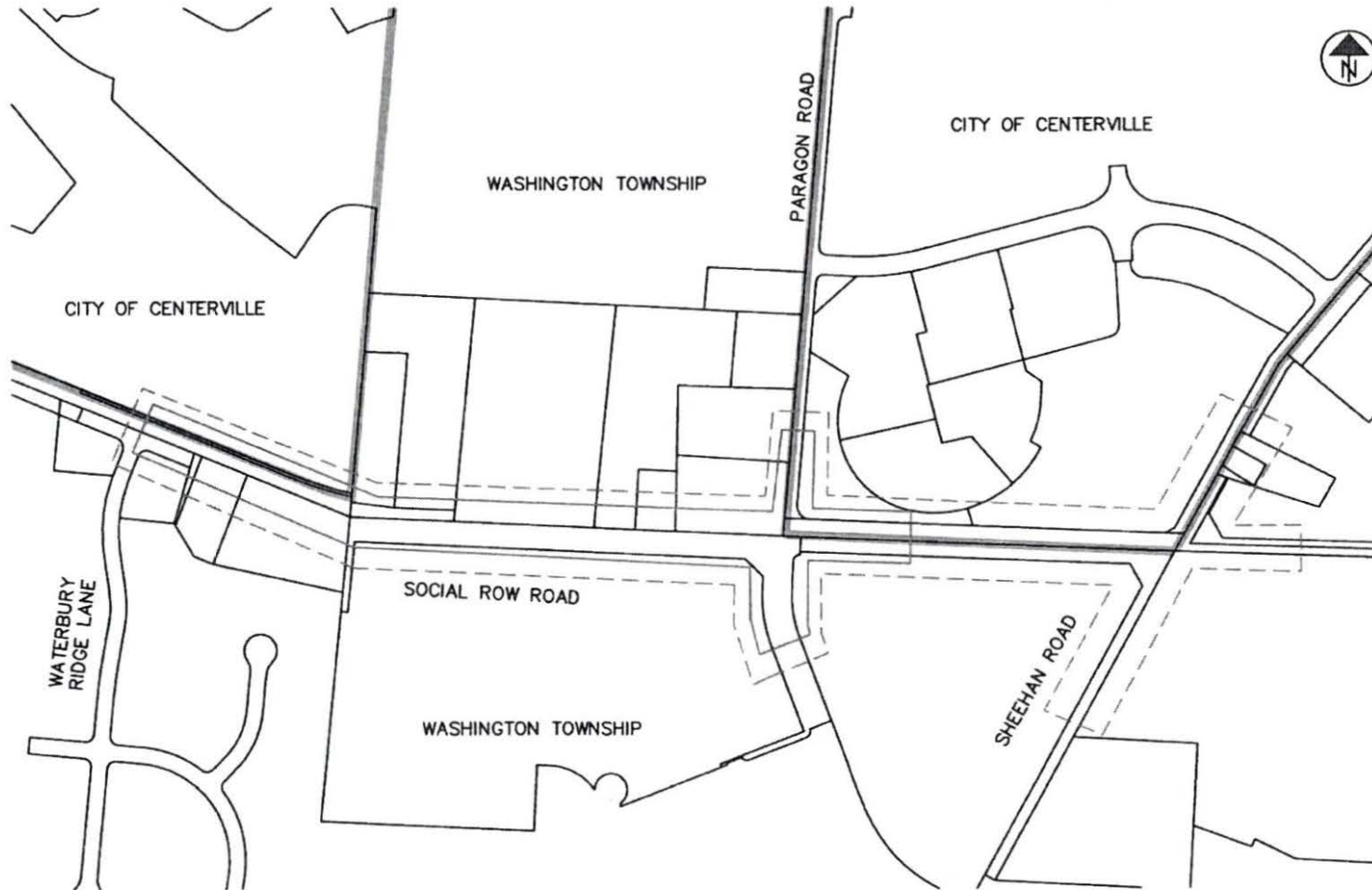
Date: _____

Finance Director

EXHIBIT A

SOCIAL ROW ROAD IMPROVEMENTS

PHASE 1 PROJECT LIMITS



—— PHASE 1 - FINAL DESIGN
----- PHASE 1 - PRELIMINARY ENGINEERING AND ENVIRONMENTAL