

RESOLUTION NO. 24-13
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Brooks Compton ON THE 20th
DAY OF May, 2013.

A RESOLUTION ACCEPTING COMMUNITY GRANT FUNDING FROM THE GREATER DAYTON REGIONAL TRANSIT AUTHORITY OF DAYTON, OHIO FOR THE PURCHASE AND INSTALLATION OF STREET FURNITURE AT SELECT RTA STOPS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT IN CONNECTION THEREWITH.

WHEREAS, the City of Centerville applied for said funding from the Greater Dayton Regional Transit Authority; and

WHEREAS, the Greater Dayton Regional Transit Authority awarded Centerville said funding.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the grant funding awarded by the Greater Dayton Regional Transit Authority for the purchase and installation of street furniture in the amount of \$11,400.00 is hereby accepted, a copy of which is attached hereto, incorporated herein, and marked Exhibit "A".

Section 2. That the City Manager is hereby authorized to do all things necessary to execute a contract with Greater Dayton Regional Transit Authority for the purchase and installation of street furniture as stated above.

Section 3. This Resolution becomes effective upon its adoption.

PASSED this 20th day of May, 2013.



Mayor of the City of Centerville, Ohio

ATTEST:

Debra A. James
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 24-13 passed by the Council of the City of Centerville, Ohio on the 20th day of May, 2013.

Debra A. James
Clerk of Council

Approved as to form, consistency
with the Charter and Constitutional Provisions.

Department of Law
Scott A. Liberman
Municipal Attorney

2013
GREATER DAYTON REGIONAL TRANSIT AUTHORITY
RTA COMMUNITY GRANTS PROGRAM
PROJECT AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on the date(s) at the end hereof, by and between the GREATER DAYTON REGIONAL TRANSIT AUTHORITY, hereinafter referred to as "RTA," and the City of Centerville, hereinafter referred to as the "Participant."

WITNESSETH:

WHEREAS, on November 5, 2002, acting on Resolution No. 2002-11-1, the RTA Board of Trustees re-established a process so that political jurisdictions can apply for funds to implement transit-related capital projects; and

WHEREAS, on November 5, 2002, the RTA Board of Trustees approved the use of one percent of its annual federal 5307 formula funds for the purposes of funding an RTA Community Grants Program; and

WHEREAS, the RTA Board has selected the Project (as hereinafter defined) of the Participant as one which will promote transit-related community development and has approved the expenditure of the eligible federal funds under its control specifically for the project to be undertaken by the Participant; and

WHEREAS, the RTA and Participant are desirous of mutually cooperating in the funding of a transit-related capital project,

situated within the boundaries of the RTA's service area known as the, RTA Street Furniture-2013 hereinafter referred to as the "Project"; and attached as exhibit "A".

WHEREAS, the RTA is willing to use some of its federal allocated funds to foster same; and

WHEREAS, the participant has approved this agreement pursuant to Resolution/Ordinance No. _____, attached as an addendum to this Agreement; and

WHEREAS, as part of the RTA Community Grants Program and approved by the RTA Board of Trustees, the Participant was authorized to be awarded a distribution not to exceed the project grant award of \$11,400. The payment to the Participant will never be more than 80 percent of the actual cost of the approved Project and will not exceed the awarded amount (80 percent of the total Project cost as approved for this Project ; and

WHEREAS, the Participant has determined that the Project can be completed within 12 months of the execution date of this Agreement and the Participant is therefore eligible for participation in RTA's Community Grants Program.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with the intent to be legally bound, agree as follows:

1. The Participant agrees to assume responsibility of administering the Project and to assume responsibility, as hereinafter described, for all future maintenance associated

with the Project's result. The RTA agrees to tender to the Participant for the Project a maximum of 80 percent of actual eligible Project costs, not to exceed the Project grant award of \$ 11,400 .

2. The Participant agrees that the federal allocated funds referred to in paragraph 1 hereof will be used solely and exclusively by the Participant to offset the cost incurred by it in undertaking the Project, and further agrees that should any or all of the RTA federal allocated funds for this Project be used for any purpose other than that of the Project, the Participant will repay the RTA the amount improperly expended, and will do so within 14 calendar days of written notice to it by the RTA that such improper expenditure has occurred, stating therein the amount which the RTA believes has been misapplied.

3. The Participant agrees to supply RTA's Grants Administrator with statements or invoices indicating therein the amount of monies expended by the Participant in the furtherance of the Project. These statements, or invoices, will also contain a statement therein identifying the date of each expenditure, the name of the person or business enterprise paid, and the goods or services provided warranting the payment, copies of checks supporting payments made, and the signature of a Participant Official to attest that payments were incurred in furtherance of completing the Project. The RTA will, upon receipt of such statements or invoices at the completion of the Project or as otherwise arranged, reimburse the Participant a maximum of 80 percent of the total eligible Project costs, not

to exceed the Project grant award of \$11,400 (80 percent of the total approved Project cost). Should the RTA be of the opinion that any of the identified RTA's Federal allocated funds are expended for purposes other than the furtherance of the Project, the RTA may, in its sole discretion, reduce such payment by the amount of the alleged misapplication, or seek reimbursement as same is provided in paragraph 2 hereof. The parties also agree that the RTA has the authority to meet with the contractor, person or business entity engaged by the Participant for the Project, and review documentation as it deems necessary to determine that the RTA's Federal allocated funds are being expended for Project purposes. RTA's commitment to reimburse Participant for these Project expenditures under this Agreement expires 12 months after the execution date of this Agreement.

4. The Participant agrees that the RTA's federal allocated funds are to be expended by the RTA in its sole discretion, and that the RTA's financial assistance to the Participant is voluntary and that the Participant has no legal or equitable claim to any of the RTA's federal allocated or non-allocated funds.

5. The Participant acknowledges that part of the consideration for this Agreement emanates from the RTA's federal allocated funds, and that as such, said consideration constitutes public funds, and the Participant acknowledges that the RTA is legally authorized to inspect and make copies of the Participant's books regarding the Project and audit the receipt and expenditure of the federal allocated funds provided

hereunder. The Participant, therefore, agrees to allow the RTA or its representatives, to enter upon its premises during regular business hours and to supply the RTA or its representatives, the book/financial records concerning the Participant's receipt and expenditure of the RTA federal allocated funds received by the Participant pursuant to this Agreement.

6. The Participant shall enter into and administer all construction, procurement and/or professional services contracts for the Project. The Participant agrees to adhere to all bidding procedures and regulations applicable to the Participant and/or the RTA for the reasonable and prudent selection of any and all third parties for the Project. The Participant will provide RTA, upon RTA's request, with summary competitive bid documentation and/or quotations for work to be contracted for the Project.

7. The Participant acknowledges that the receipt of federal funds must be reported as stipulated by U.S. Office of Management and Budget ("OMB") Circular No. A-133. As such the RTA must receive an OMB A-133 Report from the Participant within a reasonable time after approval by the State Auditor if the Participant is in receipt of \$500,000 or more in federal awards in the year the Community Grants Program funding is received. If the Participant does not receive \$500,000 or more in federal awards in the year the Community Grants Program funding is received, then the Participant must provide a letter to the RTA stating such. For purposes of reporting, the Community Grants

Program's Catalog of Federal Domestic Assistance ("CFDA") Number is 20.507.

8. The Participant agrees that all documentation, financial records and other evidence of Project activity under this Agreement shall be maintained by the Participant, consistent with the records retention requirements of the Ohio Revised Code and the federal grantor agency for the RTA Community Grants Program. At a minimum, the Participant shall maintain such documentation, financial records and other Project records for a period of three (3) years after the completion or termination of the Project. The Participant agrees to notify persons or business entities with which it does business in the prosecution of the work called for in the Project of the fact that such person or business entity is receiving public funds and that such funds may be audited by the RTA or its representatives even though the funds have been received by a private person or business entity.

9. The parties acknowledge that this Agreement is made pursuant to the RTA Community Grants Program and that the distribution of funds provided for herein is made pursuant to that Program and constitutes a distribution to the Participant there under.

10. The parties expressly agree that this Agreement shall not be assigned by the Participant without the prior written approval of the RTA.

11. The Participant, or any person claiming through the Participant agrees not to establish or knowingly permit any such

practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Participant.

12. The Participant or its designee shall be the owner of all physical improvements constructed as part of the Project. The Participant shall be responsible for the continued maintenance, repair and upkeep of all Project property, and such property shall be maintained in a safe, clean and aesthetically pleasing condition throughout its use by Participant or useful life of the Project improvement(s) which ever is later.

13. The Participant agrees to include RTA-provided signage at the construction site which communicates RTA's participation in the Project if the Participant is requested by RTA to do so.

14. The Participant agrees to provide the RTA with photographs that clearly display the improvements obtained through the Project (before and after photographs).

15. The Participant agrees to maintain the Project funded by RTA Community Grant Program dollars in such a way as for the Project to achieve its anticipated useful life, achieve a favorable appearance, and to contribute to the safety of all of those who come into contact with the Project/facility. Failure to comply with this requirement will cause the Participant to reimburse the RTA for its contributed funding. The RTA retains the right to inspect the Project/facility throughout its anticipated life to make determination of the Participant's adherence to this maintenance requirement.

16. The Participant agrees to complete this Project within 12 months of the execution date of this Agreement at which point this Agreement terminates. Application for reimbursement must be made within 60 days after this 12-month period expires, unless otherwise arranged, for the Participant to be assured of reimbursement.

17. To the extent permitted by law, the Participant will be responsible for losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any negligent acts or acts of omission of the Participant, and its employees and officers in connection with the completion of the Project. Notwithstanding the foregoing, the Participant does not waive any applicable immunities under Ohio law. Further, the Participant agrees to require any sub recipient of the funds hereunder to defend, indemnify and hold harmless the Participant and RTA for losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any negligent acts or acts of omission of the Participant, and its employees, officers, agents, successors or independent contractors; and to the extent permitted by law, to require the sub recipient to pay all damages, costs and expenses of the RTA and the Participant in defending any action arising out of the aforementioned acts of omission.

18. Either party may terminate this Agreement by serving written notice on the other party at least 14 calendar days before the effective date of such termination as is mentioned in

the notice conditioned that no work on the Project has been initiated.

19. If said Project is canceled after work has been initiated, the RTA is not obligated to reimburse for any expenses incurred up to that time. If reimbursement of expenses has occurred and the Project is canceled and/or this Agreement is terminated under paragraph 20, the Participant will return to RTA all funds provided by RTA under this Agreement for the Project.

20. If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. However, if such invalid or unenforceable provision materially changes either party's responsibilities hereunder, either party may terminate this Agreement, subject to paragraphs 18 and 19.

21. This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement and approved by proper Resolution of the parties, if necessary.

22. This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of The State of Ohio and regulations of the Federal Transit Administration (FTA).

23. Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 2013

Signed and acknowledged in the presence of:

GREATER DAYTON REGIONAL TRANSIT AUTHORITY

Witness By: _____
Executive Director

Witness

Name of Jurisdiction

Address

City State Zip Code

Witness By: _____

Witness By: _____

APPROVED AS TO FORM:

Dwight A. Washington, Attorney
For the Greater Dayton Regional Transit Authority

APPROVED AS TO FORM:

Scott A. Liberman, Municipal Attorney
For The City of Centerville

Exhibit "A"

GREATER DAYTON REGIONAL TRANSIT AUTHORITY
YEAR 2013 COMMUNITY GRANT APPLICATION (page 1 of 4)

I. APPLICANT INFORMATION

A. CERTIFICATION

The applicant certifies that, to the best of his / her knowledge, the data in this application are true and correct, and that he / she will comply with all applicable federal, state, and local regulations if awarded RTA funds. Further the applicant will provide a local match, 20 percent of the total cost of the project.

The chief elected official, administrator or authorized individual for the applying jurisdiction, please sign and date below. Lack of signature will disqualify the application.

Gregory B. Horn
NAME AND TITLE (printed)

1-8-2013
DATE

Gregory B. Horn
SIGNATURE

Please complete each item or mark with N/A if not applicable. To indicate that your project meets RTA program guidelines for eligibility, please check the blocks by items in Section II. C. and Section IV. A-C.

B. Name of Jurisdiction

City of Centerville
JURISDICTION

100 West Spring Valley Road
STREET ADDRESS

Centerville OH 45458
CITY STATE ZIP

D. Name/Address of Public/Private Entity
(If Applying Through the Jurisdiction Named in Section A.)

N/A
PUBLIC/PRIVATE ENTITY

STREET ADDRESS

CITY STATE ZIP

F. Indicate your priority for this project
(1st, 2nd, 3rd, etc.) if multiple projects
are submitted.

This project is priority 1 of 1
submitted this year.

C. Contact Person

Mary Lou Pence
NAME

PW Operations Manager
TITLE

937-428-4728, 937-433-0286
TELEPHONE NUMBER; FAX NUMBER

mpence@centervilleohio.gov
E-MAIL ADDRESS

E. Name of this Project

RTA Street Furniture - 2013

G. Amount of GDRTA Funds Requested

Indicate the amount of funding requested from RTA.
(RTA funds cannot be used to cover existing costs.)

\$ 11,400

~~11,400~~ \$ 14,250

H. Total Project

Indicate the TOTAL out-of-pocket costs of the
project, including engineering / design costs,
construction, and any other capital costs.

\$ 15,350 *KRB*

**GREATER DAYTON REGIONAL TRANSIT AUTHORITY
YEAR 2013 COMMUNITY GRANT APPLICATION (page 2 of 4)**

II. PROJECT FUNDING

A. Jurisdictional Funding

Indicate the TOTAL amount of funds forthcoming for this project from your jurisdiction. Do not include jurisdictional monies spent on the project prior to the submission of this application. "In kind" contributions may be included as part of your jurisdictional commitment, but a heavy reliance on such funding is discouraged.

\$ 2850
cash commitment

\$ 1100
"In Kind" contributions

B. External Funding

Indicate the TOTAL amount of funds committed to this project from PRIVATE, NON-PROFIT, or OTHER GOVERNMENT SOURCES. Attach to the back of this application 1) a detailed list of external funds committed to this project, and 2) letters of award notification from each specified source. If external funds have not yet been awarded, outline your jurisdiction's progress thus far in the external funding processes/cycles.

\$ N/A
Total external funding committed

C. Project Budget Implementation Schedule

Attach a BUDGET outlining all major expenditures for the proposed project, and source of funds for each expenditure.

- This project leverages private, non-profit, and/or other government monies
- This project will not increase RTA operating cost

III. PROGRAM CRITERIA

A. To help determine ways this project would match RTA's program criteria, answer the following questions. Type "N/A" if not applicable for your particular project proposal. Use additional paper if needed. You may submit answers to these exact questions in any format that is convenient for you.

1. How will the project improve safety and accessibility of transit users in the RTA service area?

The installation of street furniture (waste receptacles and benches) at select RTA stops will provide RTA patrons a place to rest while waiting for the bus. At one of the more heavily used RTA stops (included in this proposal), a BigBelly Solar trash compactor is proposed as a considerable amount of trash accumulates at this stop. Currently the traditional trash can is emptied 2 - 3 times weekly and it is often observed to be overflowing.

2. How will the project increase transit ridership or help transit better serve specific markets?

Employees of businesses along Clvo Road and Wilmington Pike, specifically employees of Miami Valley Hospital South and students of Fortis College near the Loop and Alex-Bell Roads intersection will have enhanced access to public transit with the addition of these amenities at the bus stops.

GREATER DAYTON REGIONAL TRANSIT AUTHORITY
YEAR 2013 COMMUNITY GRANT APPLICATION (page 3 of 4)

III. PROGRAM CRITERIA (Continued)

3. Will the project reduce RTA operating costs? If so, how?

N/A

4. How will the project improve the mobility of persons using transit? (especially persons with disabilities)

The new street furniture, specifically the benches, will provide RTA patrons a place to rest while waiting for the bus. Addition of the waste receptacles will provide cleaner bus stops as patrons will have a place to dispose of litter before entering the bus.

5. What other sources of funding exist for this project? Briefly explain funding listed on your budget (see Section II B.)

Funding includes RTA requested funds and City Capital and in-kind funds. An 80 / 20 split is requested.

6. How will the project link transit to current or planned major developments?

The new street furniture provides safe and comfortable waiting areas for RTA patrons traveling to and from work and school, specifically Fortis College and the MVHS campus.

7. Will the project promote the RTA Hub System Plan (see attached)? If so, how?

N/A

8. Will the project promote the RTA Electric Trolley Service (see map attached)? If so, how?

RTA Electric Trolley Service does not extend into Centerville.

9. Coordination with public, nonprofit and/or private entities is encouraged. Please explain how the project involves or encourages such partnerships.

There are two churches and a Jewish Center near the proposed improvements. These users will also see benefits.

GREATER DAYTON REGIONAL TRANSIT AUTHORITY
YEAR 2013 COMMUNITY GRANT APPLICATION (page 4 of 4)

IV. PROJECT DESCRIPTION

A. Project Location

Indicate the exact LOCATION of the proposed project. Attach one or more site-specific maps, along with photos, to this application.

Clyo Road, Wilmington Pike and Loop Road

STREET ADDRESS

Centerville, OH

45459

CITY

STATE

ZIP

This is within Montgomery County, or within the RTA service area.

B. Type of Project

Indicate the TYPE of project either from the choices listed below or as "Other". Check ALL that apply *

- Bus stop improvement to enhance accessibility
- Security feature at bus stop
- Intermodal facilities
- Pedestrian enhancement
- Bus operations enhancement
- Customer seating, shelter or other amenity
- Other (please explain below)

Waste receptacles

* Please note: RTA will continue to provide for bus signage, concrete aprons, benches, cap and benches, shelters, concrete bus pads, and trash receptacles at locations meeting RTA Customer Amenity Program criteria. (See copy attached.)

C. Implementation Schedule

Attach an IMPLEMENTATION SCHEDULE delineating major tasks to be accomplished and the time frame for accomplishments must be submitted with your grant application

This project can be completed within 12 months of notification of award.

D. Project Summary

Briefly SUMMARIZE the proposed project in 500 words or less. Include: 1) a specific description of the project, including its relationship to transit, 2) an explanation of how this project will positively impact transit, and/or Montgomery County, and 3) an explanation of why RTA funds are essential for the success of the project. Label as "Project Summary" and attach to your application.

E. Additional Comments

Include any additional information concerning this project on a typed page marked "Additional Comments".

F. Application Submission

Submit one original and five (5) copies of this application, including all attachments, by 4:00 p.m., Thursday, January 10, 2013 to:

Greater Dayton Regional Transit Authority
Attn: Sue Szymczak
GDRTA Grants Accounting Specialist
4 South Main Street
Dayton, Ohio 45402

PROJECT SUMMARY
CITY OF CENTERVILLE
STREET FURNITURE – 2013 GRANT APPLICATION

Project description: The proposed project will include installation of new street furniture (benches and trash cans) at select RTA bus stop locations in the City of Centerville. There are 5 locations targeted for street furniture and therefore included in this grant request. The locations are:

1. Clys Road near Wilmington Pike – south side by the BP station
2. Wilmington Pike at Briggs Road – NW corner
3. Loop Road – east side of the road just north of Alex-Bell Road
4. Loop Road – west side of the road just north of Alex-Bell Road
5. Loop Road at Versailles Drive – SE corner

RTA Route 16 travels Clys Road and Wilmington Pike and ridership numbers have increased since the opening and subsequent expansions at the Miami Valley Hospital South (MVHS) campus. RTA Route 14 travels Alex-Bell and Loop Roads. The two RTA stops on Loop just north of Alex-Bell serve students attending Fortis College as well as residents of the adjacent neighborhoods. The location at Loop and Versailles also serves Fortis College as well as the Jewish Center.

The total estimated cost for the project is \$15,350. This includes \$3950 for in-house project administration, Capital outlay, construction of the concrete pads, and installation of the street furniture. The RTA portion is \$11,400 which also includes an 80% share of the administration and installation cost.

The promotion of transit usage along Clys Road and Wilmington Pike and along Alex-Bell and Loop Roads will encourage patrons, students, and employees of the various businesses along Routes 14 and 16 to take advantage of alternate means of travel. MVHS is a destination point providing job growth in the community. Fortis College provides higher education opportunities for numerous students. Installation of new street furniture will enhance these bus stops as well as provide comfortable and convenient transit stops for patrons. RTA funds will help implement a project benefiting the City which otherwise may go unfunded due to other needs in the community.

ADDITIONAL COMMENTS

**CITY OF CENTERVILLE
STREET FURNITURE – 2013 GRANT APPLICATION
BUDGET & IMPLEMENTATION SCHEDULE**

Project funding & budget

Budget:

Purchase of benches and trash cans for RTA bus stops	\$ 8,650.00
Purchase of Big Belly Solar trash can for RTA bus stop	\$ 4,200.00
Construction of concrete pads & installation of <u>benches and trash cans at RTA bus stops</u>	<u>\$ 2,500.00</u>
Total cost for work	\$ 15,350.00

Funding:

City of Centerville in kind funds (staff time)	\$ 1,100.00
City of Centerville capital funds	2,850.00
<u>RTA funds</u>	<u>11,400.00</u>
Total funding source	\$ 15,350.00

Implementation schedule:

RFP, purchase, and delivery of furniture	3 months
Site construction	2 months