

RESOLUTION NO. 29 - 12
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Paul Gusham ON
THE 16th DAY OF July, 2012.

A RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT BETWEEN THE
CITY OF CENTERVILLE AND THE MONTGOMERY
COUNTY ENGINEER'S OFFICE RELATING TO THE
YANKEE STREET IMPROVEMENTS FROM SOCIAL
ROW ROAD TO WINDING GREEN WAY.

WHEREAS, the City of Centerville and the Montgomery County
Board of County Commissioners, in coordination with the Montgomery
County Engineer are desirous of jointly acquiring necessary rights of way
and constructing improvements to Yankee Street from Social Row Road to
Winding Green Way, and

WHEREAS, Montgomery County is willing to enter into an
Agreement with the City of Centerville to complete right of way
acquisition, utility relocation and construction work for The Project,
Yankee Street Improvements.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE
HEREBY RESOLVES:

Section 1. That the City Manager be and is hereby authorized to
enter into an Agreement between the City of Centerville, the Board of
County Commissioners of Montgomery County and the Montgomery
County Engineer's Office in order to complete acquisition of right of way
and construction of improvements on Yankee Street. A copy of said
Agreement is attached hereto and marked as Exhibit "A".

Section 2. That this resolution shall become effective on the
earliest date
allowed by law.

PASSED THIS 16th day of July, 2012.

C. Mark Keene
Mayor, City of Centerville, Ohio

ATTEST:

Debra A. James
Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 29-12, passed by the Council of the City of Centerville, Ohio on the 16th day of July, 2012.

Debra A. James
Clerk of Council

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

Department of Law
Scott A. Liberman
Municipal Attorney

PROJECT AGREEMENT

between the

MONTGOMERY COUNTY ENGINEER'S OFFICE

and the

CITY OF CENTERVILLE, OHIO

relating to the

YANKEE STREET IMPROVEMENTS

Right-of-Way Acquisition and Roadway Construction

From Social Row Road to Winding Green Way

dated

May 25, 2012

consultant costs, and reimbursable utility expenses over these limits. The Parties agree to share in the Right of Way phase costs of the Project according to the location of the Right of Way phase activity; that is, with the City responsible for acquisitions and utility relocations within the corporation limits, and MCEO responsible for acquisitions and utility relocations outside the corporation limits. Federal funding in the amount of 60 percent of the total Right of Way costs, up to a maximum of \$316,034, is expected for the Right of Way phase of the Project. Federal participation in the Right of Way phase will be on a reimbursement basis. The City authorizes MCEO to act as lead agency and contract with acquisition consultant(s) and private utility companies as necessary to complete the required Right of Way acquisition tasks. Only externally incurred costs will be subdivided; no credit for in-kind services performed by either agency will be considered.

The Parties agree to fund Right of Way phase activities as follows:

- A. Property Acquisition: Each party will be responsible for funding the entire cost of acquiring the necessary property in their jurisdiction; no federal or other external funding reimbursements will be applied to property acquisition costs.
- B. Acquisition Consultant(s): Each party will be responsible for funding the acquisition consultant costs necessary to clear the Right of Way within their jurisdiction; no federal or other external funding reimbursements will be applied to Right of Way acquisition consultant costs. The City authorizes MCEO to act as lead agency and contract with acquisition consultant(s) as necessary to complete the required Right of Way acquisition tasks, and agrees to reimburse MCEO for the acquisition consultant costs to clear the Right of Way within the City.
- C. Reimbursable Utility Relocation Expenses: Each Party will be responsible for funding the utility relocation costs within their jurisdiction. The City authorizes MCEO to act as lead agency and enter into agreements with private utility companies to complete the reimbursable utility relocations required for the Project. In the calendar year prior to advertisement of the Project, the City will provide funds to MCEO in the amount of the

total estimated reimbursable utility relocation costs within the City. The actual total costs for utility relocations incurred by each Party will be determined upon completion of the utility relocations, and MCEO will seek reimbursement from federal and other external funding sources for the eligible utility relocation costs. The Parties agree to allocate the federal and other external funding reimbursements based upon the proportion of reimbursable utility relocation costs associated with each jurisdiction. Payment for the City's share of the federal and other external funding reimbursements will be made by MCEO to the City within 90 days of receipt of the utility relocation reimbursement.

III. Construction: In general, the Parties agree to jointly construct improvements to Yankee Street from Social Row Road to Winding Green Way. Construction phase costs are understood to include the roadway improvements, box culvert structure WHG-175-1.00; non-essential enhancements (decorative street lighting), and construction inspection and material testing expenses required to construct the Project. No sidewalk, bikepath, raised median, or landscaping improvements are proposed to be included. Federal funding in the amount of 60 percent of eligible construction costs, up to a maximum of \$1,083,966, is expected for the construction phase of the Project. The Parties agree to allocate the local share of the box culvert, enhancement, and construction inspection costs according to the more specific responsibilities outlined below.

- A. Box Culvert, WHG-175-1.00: MCEO agrees to entirely fund the local share cost of the upstream and downstream box culvert extensions required at this location. The box culvert costs will be based on the actual contract prices for the culvert structure items. *as well as all costs related to their installation.*
- B. Enhancements: The Parties agree to fund the local share costs to construct decorative street lighting, if any, based on the actual costs of the decorative street lighting installed in each jurisdiction. MCEO will support the installation of decorative street lighting within Washington Township only to the extent that the Township or other entity agrees to fund the local share cost of the enhancement construction and accept responsibility for the long-term operation and maintenance of the facilities.

C. Construction Inspection: MCEO will provide all construction inspection for the project, including material testing, field office procurement, and other contracted expenses related to construction inspection. The labor costs incurred by MCEO for construction inspection staff will carry fringe benefit and overhead expenses determined according to the Safe Harbor Rate Method as shown below.

$$\text{MCEO labor cost} = [\text{straight-time salaries} \times 1.30 \text{ (fringes)}] \times 1.38 \text{ (overhead)} \\ + \text{overtime premium costs}$$

The Parties agree to share in the total costs incurred by MCEO for construction inspection, including both MCEO construction inspection labor and external contract costs, based on the proportion of existing roadway within each jurisdiction.

The City authorizes MCEO to act as lead agency and enter into a construction contract to complete the Project. Prior to advertisement of the Project, the City will provide funds to MCEO in the amount of 74.5 percent of the engineer's estimated construction cost for the Project, after subtracting all federal and other external funding expected to be used for the construction phase. Upon completion of the construction phase, the actual total Project costs incurred by each Party will be determined, including Right of Way phase reimbursements and construction inspection costs. A final adjustment of the City's funding responsibility for the Project (either credit or debit) will be calculated, and a final settlement payment will be made between the Parties within 90 days of the final construction inspection. With the exception of the costs for construction inspection provided by MCEO described above, only externally incurred costs will be subdivided; no credit for in-kind services performed by either agency will be considered.

IV. **Additional External Funding:** The City authorizes MCEO to act as lead agency for the submission of an Ohio Public Works Commission (OPWC) funding application. If OPWC funding is obtained, the Parties agree to apply the OPWC funding to the appropriate project component or phase, prior to subdividing the remaining local share as described herein. The Parties may either jointly or independently secure additional funding for the Project. Additional outside funding sources may include reimbursements from Montgomery County

Environmental Services, or other unidentified sources. If additional external funding is pursued and obtained jointly, the Parties agree to apply the additional outside funding to the appropriate project phase, prior to subdividing the remaining local share as described herein. If the external funding is obtained independently, the Parties agree that the additional funding may be applied to their jurisdiction's respective share of the appropriate project phase.

V. **Execution:** In witness whereof, this Amended Agreement has been duly executed in the name of and on behalf of the Parties by their duly authorized officers, as of the date hereinbefore written.

City of Centerville, Ohio

Approved As to Form for the City

By: _____

By: _____

Gregory B. Horn

Scott A. Liberman

City Manager

Municipal Attorney

**Board of County Commissioners
Montgomery County**

Approved As to Form for the County

By: _____

By: _____

By: _____

Printed: _____

By: _____

Title: _____

Or

By: _____

Printed: _____

Title: _____