

RESOLUTION NO. 14-11  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER John Besler ON THE  
18<sup>th</sup> DAY OF April, 2011.

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 completing preliminary engineering and environmental studies on Yankee Street from Social Row Road to Spring Valley Pike and to jointly complete final construction plans for 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 design 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 preliminary engineering and environmental studies on Yankee Street. A copy of said Agreement is attached hereto and marked as Exhibit "A".

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

PASSED this 18<sup>th</sup> day of April, 2011.

C. Mark Keyes  
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 14-11, passed by the Council of the City of Centerville, Ohio, on the 18<sup>th</sup> day of April, 2011.

Debra A. James  
Clerk of Council

Approved as to form and consistency  
with 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*

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**YANKEE STREET IMPROVEMENTS**

**Preliminary Engineering: from Social Row Road to Spring Valley Pike**

**Final Design: from Social Row Road to Winding Green Way**

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*dated*

April 14, 2011

## **THE PROJECT**

### **Design of Yankee Street Improvements**

With the execution of this Agreement, the City of Centerville and the Montgomery County Board of County Commissioners (the Parties), in coordination with the Board's Project Agent, the Montgomery County Engineer, agree to jointly complete preliminary engineering and environmental studies on Yankee Street from Social Row Road to Spring Valley Pike, and to jointly complete final construction plans for improvements to Yankee Street from Social Row Road to Winding Green Way (collectively referred to as the Project), according to the terms of this Agreement. The Parties understand that the Montgomery County Engineer's Office will be the lead agency for the Project, and will contract directly for all goods and services required to deliver the Project, with funding from the City of Centerville provided according to the provisions contained herein. The Parties agree that this Agreement to complete design work for the Project will be followed by a separate agreement or amended to jointly complete Right of Way acquisition and Construction of the Project.

- I. General:** In general, the Parties agree to share in the cost of the Project by phase (preliminary engineering and final design) according to the proportion of the existing roadway in each jurisdiction, after applying all external funding, both currently allocated and secured in the future, as more specifically outlined below.
  
- II. Preliminary Engineering & Environmental Clearance:** The Parties agree to jointly complete environmental documentation through environmental clearance as required by the National Environmental Policy Act (NEPA), and preliminary construction plans through the completion of Stage 1 design as defined by the Ohio Department of Transportation (ODOT), between logical termini of Social Row Road and Spring Valley Pike (this effort hereinafter referred to as the Preliminary Engineering phase). Federal funding in the amount of 80 percent of the total Preliminary Engineering cost is expected for the Preliminary Engineering phase of the Project. Federal participation in the Preliminary Engineering phase will be

made by direct payment to the consultant for each invoice. The Parties agree to allocate the local share of the Preliminary Engineering costs based on the proportion of existing roadway within each jurisdiction over the preliminary engineering study limits. The City of Centerville (the City) authorizes the Montgomery County Engineer's Office (MCEO) to act as lead agency and contract with engineering consultant(s) as necessary to complete the required preliminary plans, environmental studies, and supporting documents. Only externally incurred costs will be subdivided; no credit for in-kind services performed by either agency will be considered. Upon completion of the Preliminary Engineering phase defined by approval of the NEPA environmental document, actual preliminary engineering costs incurred will be determined and MCEO will invoice the City for 70.2 percent of the 20 percent local share of the Preliminary Engineering cost.

**III. Final Design:** The Parties agree to jointly complete final construction plans, specifications, and estimates (PS&E) as required by ODOT, over the construction project limits from Social Row Road to Winding Green Way (this effort hereinafter referred to as the Final Design phase). Federal funding in the amount of 80 percent of the total Final Design cost, up to a cumulative maximum of \$672,000 for both Preliminary Engineering and Final Design, is expected for the Final Design phase of the Project. Federal participation in the Final Design phase will be made by direct payment to the consultant for each invoice. The Parties agree to allocate the local share of the Final Design costs based on the proportion of existing roadway within each jurisdiction over the construction project limits. The City authorizes MCEO to act as lead agency and contract with engineering consultant(s) as necessary to complete the required final construction plans, specifications, and estimates. Only externally incurred costs will be subdivided; no credit for in-kind services performed by either agency will be considered. Upon completion of the Final Design phase defined by approval of the PS&E submittal, actual final design costs incurred will be determined and MCEO will invoice the City for 74.5 percent of the 20 percent local share of the Final Design cost.

**IV. Additional External Funding:** 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, grants and loans from

the Ohio Public Works Commission, or other unidentified sources. External funding for Preliminary Engineering or Final Design may be secured after completion of either or both phases. Regardless of when the funding is secured or whether the external funding is pursued jointly or by a single party, the Parties agree to allocate any additional outside funding to the appropriate project phase based on the same local share funding percentages described in Sections II and III above.

- V. Schedule of Subsequent Agreement:** The Parties agree that this Agreement to complete design work for the Project will be followed by a separate agreement or amended to jointly complete Right of Way acquisition and Construction of the Project. The Parties agree that if a separate Agreement or amendment to jointly complete Right of Way acquisition and Construction of the Project is not executed within one year following the date this Agreement is executed, either Party may cancel their involvement in the Project at any time following the one year anniversary of the execution of this Agreement.

**VI. Execution:** In witness whereof, this 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 Council  
City of Centerville, Ohio**

**Witness:**

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

**Or**

**Witness:**

By: \_\_\_\_\_

\_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**Approved As to Form for the City:**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**Board of County Commissioners  
Montgomery County**

**Witness:**

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

**Or**

**Witness:**

By: \_\_\_\_\_

\_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**Approved As to Form for the County:**

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_