

RESOLUTION NO. 56-20
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Belinda Kenley ON THE
14th DAY OF September, 2020.

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 2 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 2 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.

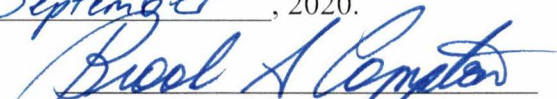
NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE, OHIO HEREBY RESOLVES:

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 2 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 14th day of September, 2020.



Mayor, City of Centerville

ATTEST:



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 56-20 passed by the Council of the City of Centerville, Ohio on the 14th day of September, 2020.



Clerk of Council

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

REFER TO RESOLUTION NO. 20-1276
DATED: 10-6-20

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 2
Final Design, Right-of-way & Construction

Social Row Road: Approximately 300 feet east of Paragon Road to 600 feet east of Sheehan Road;

Sheehan Road: Approximately 600 feet south of Social Row Road to approximately 600 feet north of Social Row Road

dated

September 17, 2020

Social Row Road Improvements – Phase 2 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 2, (hereinafter “the Project”) will involve the improvement of Social Row Road, from approximately 300 feet east of Paragon Road to approximately 600 feet east of Sheehan 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 2 will include the improvement of the intersection of Social Row Road and Sheehan Road, with said intersection improvement work extending on Sheehan Road approximately 600 feet north, and 600 feet south, of said intersection; and

WHEREAS, the sections of roads within the Social Row Road Improvement Project – Phase 2 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 2020, and said potential federal funding will become available for construction starting in the Ohio Department of Transportation’s (ODOT) Fiscal Year 2026; 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 Sheehan 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 Sheehan 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 Sheehan 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 necessitates 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 2 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 2, which shall include the necessary left turn lanes and roadway improvements of the side street approaches on Sheehan Road, at the intersection of Social Row Road and Sheehan 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 2 in October of 2020. 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:** Preliminary engineering & Environmental Clearance for Phase 2 is to be completed as part of the Phase 1 agreement as defined and authorized by the County with Resolution No. 19-1258 on October 1, 2019. All cost sharing associated with Preliminary and Environmental Clearance shall be completed as part of the Phase 1 cost sharing agreement, and not included with the Phase 2 agreement.
- III. **Final Design:** The City agrees to share in the cost of final design engineering of Phase 2 at 28.0 percent. Final engineering shall be related to the physical limits of Phase 2 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 2 (either credit or debit) will be allocated to the City's portion of the Phase 2 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 located north of Social Row Road and west of Sheehan Road and adjacent to City maintained right-of-way, which will include, but shall not be limited to, the parcels identified as Montgomery County Parcel ID# O68 01119 0019, O68 01119 0027, O68 01119 0028, and O68 01119 0031. No funding secured for right-of-way acquisition shall be applied to parcels located within the City that satisfy the aforementioned stipulations. 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 as noted, 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 2 construction and construction engineering service costs at 28.0 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 2 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, irrigation, and street lighting located within the City of Centerville corporation limits.

The Engineer agrees to provide all construction engineering services for Phase 2. 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 2 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. Future Annexation Consideration:** Final design, right-of-way, and construction costs are based on the City of Centerville's corporation limits as of the date of the execution of this Agreement, which is reflected on Exhibit A, attached. If the City's corporation limits change because of future annexations of land within the Project limits, the City agrees to increase their final design and construction cost shares by the percentage of newly added City linear road

frontage as it is compared with the entire linear road frontage located within the Project. If right-of-way acquisition is needed adjacent to the newly annexed City linear road frontage, the City agrees to reimburse the Engineer for all right-of-way costs associated with these adjacent parcels. The City's cost share percentage for final design shall be final upon the City remittance of payment for their anticipated portion of consultant design fees and shall not be modified should an annexation occur thereafter. The City's cost share percentage for construction costs shall be final upon the County's award of the Project construction contract and shall not be modified should an annexation occur thereafter.

- VII. 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 of 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.

- VIII. 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 10th day of Oct., 2020.

WITNESS:

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

Signature

By _____
Deborah A. Lieberman, President

Signature

By _____
Judy Dodge

Signature

By _____
Carolyn Rice

Emily Bradford
Signature

OR
By [Signature]
Michael Colbert, Administrator

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

By [Signature]
Assistant Prosecuting Attorney

Date: 9/21/2020

WITNESS:
DocuSigned by:
[Signature]
3882FF1D24B04FB...
Signature

CITY OF CENTERVILLE, OHIO
DocuSigned by:
By Wayne Davis
9F286DF21C4E487...
Signature

Print Name Wayne Davis

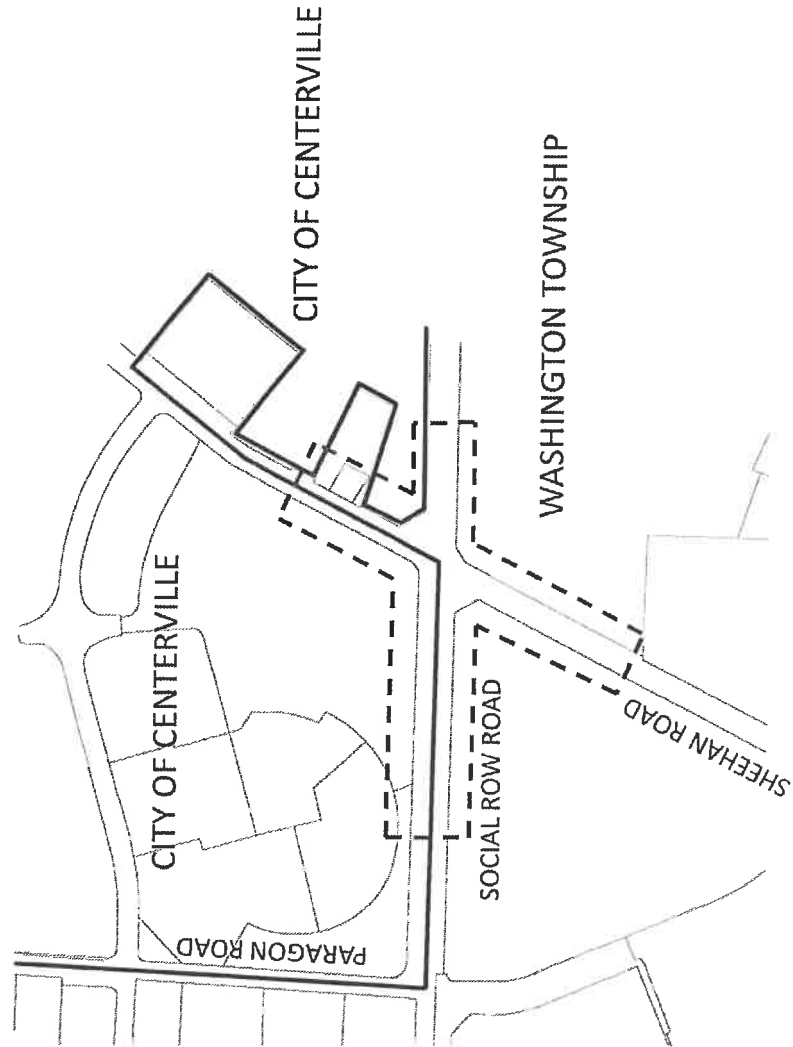
Title Centerville City Manager

APPROVED AS TO FORM:
[Signature]
Scott A. Lieberman Law Director

CERTIFICATION OF FUNDS:
Date: 9/17/2020

DocuSigned by:
Tyler Roark
2138B56396A74D9...
Finance Director

EXHIBIT A
SOCIAL ROW ROAD IMPROVEMENTS
PHASE 2 PROJECT LIMITS



LEGEND	
---	PHASE 2 - FINAL DESIGN

RESOLUTION NO. 20-1276
OCTOBER 6, 2020

RESOLUTION AUTHORIZING THE EXECUTION OF A COST-SHARING AGREEMENT WITH THE CITY OF CENTERVILLE FOR THE SOCIAL ROW ROAD IMPROVEMENT PROJECT-PHASE 2 LOCATED ON SOCIAL ROW ROAD BETWEEN APPROXIMATELY 300 FEET EAST OF PARAGON ROAD AND 600 FEET EAST OF SHEEHAN ROAD.

WHEREAS, the parties agree that increasing land development within this area of Montgomery County necessitates improvements along Social Row Road to mitigate existing and future vehicle congestion; and

WHEREAS, the City of Centerville and the Montgomery County Engineer's Office recognize that a joint effort to fund and construct the Social Row Road Improvement Project – Phase 2 will benefit the public convenience, safety, and welfare at a significant cost and time savings to both jurisdictions; and

WHEREAS, the Montgomery County Engineer's Office shall submit a joint application to the Miami Valley Regional Planning Commission (MVRPC) for the Social Row Road Improvements Project – Phase 2; and

WHEREAS, the City of Centerville and the Montgomery County Engineer's Office have agreed to finance the final design, right-of-way and construction for the Social Row Road Improvement Project – Phase 2 per the percentages and values set forth in the cost-sharing agreement; and

WHEREAS, the cost-sharing agreement is only to be in force and effect if/and when funding is received from the MVRPC.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Montgomery County, Ohio, that the resolution authorizing the execution of the a cost-sharing agreement with the City of Centerville for the Social Row Road Improvement Project-Phase 2 located on Social Row Road between approximately 300 feet east of Paragon Road and 600 feet east of Sheehan Road, be and is hereby approved.

BE IT FURTHER RESOLVED that the Clerk certify a copy of this resolution to the Montgomery County Engineer. The County Engineer shall forward a copy of the certified resolution to the City of Centerville. Resolution is available on the Montgomery County, Ohio website at <http://www.mcohio.org>.

GES:th



RESOLUTION NO: 20-1276
OCTOBER 06, 2020

CERTIFICATE

Mrs. Lieberman moved the adoption of the foregoing resolution. It was seconded by Mrs. Rice, and upon call of the roll the following vote resulted:

Mrs. Lieberman, aye; Mrs. Rice, aye; Ms. Dodge, aye: Carried.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Board of County Commissioners of Montgomery County, Ohio, on the 6th day of October, 2020.

THE BOARD OF COUNTY COMMISSIONERS HEREBY FINDS AND DETERMINES THAT ALL FORMAL ACTIONS RELATIVE TO THE ADOPTION OF THIS RESOLUTION WERE TAKEN IN AN OPEN MEETING OF THIS BOARD OF COUNTY COMMISSIONERS, AND THAT ALL DELIBERATIONS OF THIS BOARD OF COUNTY COMMISSIONERS, AND OF ITS COMMITTEES, IF ANY WHICH RESULTED IN FORMAL ACTION, WERE TAKEN IN MEETINGS OPEN TO THE PUBLIC, IN FULL COMPLIANCE WITH APPLICABLE LEGAL REQUIREMENTS, INCLUDING SECTION 121.22 OF THE REVISED CODE.



Emily Bradford, Clerk
Board of County Commissioners
Montgomery County, Ohio