

RESOLUTION NO. 95-21
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER JoAnne Rau ON THE 4th
DAY OF October, 2021.

A RESOLUTION AUTHORIZING THE CITY MANAGER ON BEHALF OF THE CITY OF CENTERVILLE TO APPLY FOR FEDERAL FAST ACT FUNDS THROUGH THE MIAMI VALLEY REGIONAL PLANNING COMMISSION AND TO ENTER INTO A COST-SHARING AGREEMENT WITH THE BOARD OF MONTGOMERY COUNTY COMMISSIONERS FOR THE DISTRIBUTION OF FUNDING FOR THE CENTERVILLE STATION ROAD IMPROVEMENTS PROJECT PHASE 1 AND AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO ENTER INTO AN AGREEMENT THEREWITH.

WHEREAS, the City of Centerville, committed to maintaining existing thoroughfares in the City of Centerville, recognizes the need for Centerville Station Road to be improved (the "Project"); and

WHEREAS, the Miami Valley Regional Planning Commission (MVRPC) has solicited local government entities to submit new transportation projects for funding consideration in the Transportation Improvement Program (TIP); and

WHEREAS, the City of Centerville has committed to a timely project development schedule; and

WHEREAS, the City of Centerville will commit the necessary resources to support the estimated local cost portion of the following described project to be submitted to MVRPC:

Centerville Station Road Improvements Project Phase 1 – Estimated Local Share \$2,439,708.00; and

WHEREAS, the City of Centerville requests exemptions from MVRPC's Complete Streets Policy for the proposed project funding applications:

Centerville Station Road Improvements Project Phase 1 (Exemption 8) – Where roadway standards or bicycle and pedestrian standards cannot be met (pedestrian); and

WHEREAS, A Federal Fund Application will be submitted to the MVRPC for Federal STP Funds for the improvements to Centerville Station Road from a point 600 feet east of Park East Drive to the eastern corporation line shared with Greene County for a total distance of 0.31 miles.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. The City Manager on behalf of the City is hereby authorized to transmit and submit the application for the following transportation project to MVRPC for funding consideration in the TIP:

Centerville Station Road Improvements Phase 1.

Section 2. The City Manager is hereby authorized to take all steps necessary to execute on behalf of the City, the application for funds as referred to in Section 1 of this Resolution.

Section 3. The City Manager is hereby directed and authorized to take or cause to be taken all other action necessary and proper to secure the funding sought by the application referred to herein, including, but not limited to entering into any agreements as may be necessary and appropriate for obtaining this financial assistance and providing any additional information sought by the reviewing agencies during the time the application is under review. The City Manager is further directed and authorized to cause compliance with all reporting requirements required by the Miami Valley Regional Planning Commission (MVRPC) as required as part of the funding process.

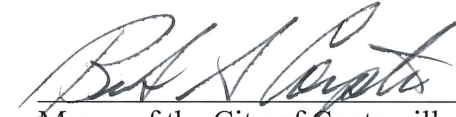
Section 4. The City Manager is hereby further authorized to enter into the Cost-Sharing Agreement with the Board of Montgomery County Commissioners for the submittal of an application and for the distribution of funding from a Surface Transportation Program (STP) grant for the Centerville Station Road Improvements Phase 1 Project and for a joint funding and construction of the Project. A copy of the Agreement is set forth in Exhibit "A" and incorporated herein and the City Manager is hereby authorized to executed said Agreement in substantially similar form to Exhibit "A"..

Section 5. Upon application approval, the City hereby states its commitment to the local contribution for the project as identified in this application, including local contribution of cost exceeding the current estimates or subsequent revised estimates as accepted by the MVRPC.

Section 6. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this council, and that any and all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including, but not limited to Section 121.22 of the Ohio Revised Code.


Section 7. This Resolution shall become effective immediately upon its passage.

PASSED THIS 4th day of October, 2021.



Mayor of the City of Centerville, Ohio

ATTEST:



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. 95-21, passed by the Council of the City of Centerville, Ohio on the 4th day of October, 2021.



Clerk of the Council

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

Exhibit "A"

COST-SHARING AGREEMENT

between

CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO

and

THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO,
MONTGOMERY COUNTY ENVIRONMENTAL SERVICES

relating to the

Centerville Station Road Improvement Project, Phase 1

Preliminary Engineering, Final Design, Right-of-way & Construction
*Approximately 600-feet east of Park East Court to the corporation line shared with Green
County*

dated

October __, 2021

Centerville Station 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”) entered into as of the last date of approval by the County.

WHEREAS, the Centerville Station Road Improvement Project – Phase 1, (hereinafter “the Project”) will involve the improvement of Centerville Station Road, from approximately 600-feet east of Park East Court Drive to the east Centerville corporation line, and is located wholly within the City of Centerville, in Montgomery County, Ohio; and

WHEREAS, the scope of the Project will include approximately 1390 feet of water line replacement on Centerville Station Road between Park East Court to the east corporation line; and

WHEREAS, the section of road within the Project area has been identified by the city as a priority for alignment improvements for the safety of the road by designing and constructing the road to current design standards; and

WHEREAS, the Miami Valley Regional Planning Commission (“MVRPC”) is accepting applications for its Surface Transportation Program in October 2021, and said funding will become available for construction starting in the Ohio Department of Transportation’s (“ODOT”) Fiscal Year 2028; and

WHEREAS, the Project area contains sections of Centerville Station Road that are within the jurisdiction of the City, whereby the City is responsible for the maintenance, care, and control of said sections of roadway; and

WHEREAS, the Project area contains sections of water main and sanitary sewer main that are owned and operated by the County and are designated as part of the Montgomery County Environmental Services Water and Sanitary Sewer System, and are thus under the County's maintenance, care and control; and

WHEREAS, the City and the County recognize that a joint effort to fund and construct the Project 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 and the County, 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 and the County agree to jointly finance the construction of the Project – Phase 1, which shall include the necessary roadway improvements and water main improvements on Centerville Station Road from 600 feet east of Park East Court to the corporation line to the east shared with Greene County as stated above, and as shown in Exhibit A, according to the following terms:

I. General: The City agrees to design and construct the Project. The City agrees to provide the Project plans to the County for its review. The County, however, agrees that the City will be the lead agency for the Project, and that the City will contract directly for all goods and services required to deliver the Project. As lead agency, the City shall have final project decision and approval making authority on all matters pertaining to the Project, excluding decisions and approvals relating to water and wastewater infrastructure. The County shall have final project decision and approval making authority on all matters relating to water and wastewater infrastructure within the project.

The City will apply for, and otherwise pursue, federal funding through the MVRPC Surface Transportation Program for the Project in October of 2021. Failure to receive federal funding shall terminate this agreement unless the parties hereto enter into a subsequent agreement to extend the same to a future MVRPC application funding cycle.

In the event that the City secures the MVRPC federal funding set forth above, the Parties agree that either agency can jointly or individually attempt to secure additional funding apart from the MVRPC federal funding.

II. Preliminary Engineering & Environmental Clearance: The City agrees to pay for the cost of all preliminary engineering and environmental clearance, as defined by the ODOT Project Development Process (the “Preliminary Engineering and Environmental Clearance”). Preliminary Engineering and Environmental Clearance shall be for the area of Centerville Station Road between Southbury Drive to the east corporation line shared with Greene County, as the same would be considered the logical termini as defined by ODOT. The section of Centerville Station Road between the western end of the Centerville Station Road Improvement Project – Phase 1 (approximately 600-feet east of Park East Court) and Southbury Drive, is anticipated to be a possible “Phase 2” of the improvement of Centerville Station Road. Other than Preliminary Engineering and Environmental Clearance activities set forth above, any Phase 2 improvements are not the subject of this agreement.

The County agrees to participate in the preliminary engineering process with the City and the selected engineering consultant for all items concerning water and wastewater infrastructure. For items relating to water and wastewater infrastructure, The County agrees to but is not limited to providing necessary data as requested, providing input to the engineering

consultant and the City, and reviewing engineering reports.

- III. Final Design:** The City agrees to pay for the entire cost of the final design engineering, as defined by the ODOT Project Development Process (the “Final Design”), of Phase 1. Final Design shall be related to the physical limits of Phase 1 and include final construction plans, specifications, and estimates as required by ODOT. No credit for in-kind services performed by the parties will be considered.

The County agrees to participate in the Final Design process with the City and the selected engineering consultant for all items concerning water and wastewater infrastructure. For items relating to water and wastewater infrastructure, The County agrees to but is not limited to providing necessary data as requested, providing input to the engineering consultant and the City, and reviewing engineering reports.

- IV. Right-of-Way:** The City agrees to pay for all right-of-way costs, as defined by the ODOT Project Development Process (“Right-of-way”). 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.

- V. Construction:** The County agrees to share in Phase 1 construction for all items related to the water and wastewater infrastructure, which is estimated to be 9% percent of the total construction cost, with a total construction cost not to exceed \$300,000.00. The County’s construction cost share shall be based on the total construction costs for Phase 1 after subtracting all federal and other external funding obtained for the construction phase. Construction costs are understood to include water and wastewater pipes and appurtenances and material testing.

The County agrees to provide construction engineering services for items related to the water and wastewater infrastructure in Phase 1. The City agrees to provide construction engineering services for all items not related to water and wastewater infrastructure in Phase 1. Construction engineering services shall include construction inspection, material testing, field office procurement, and other contracted expenses related to construction inspection.

The City and County agree that the stipulations set forth in this agreement shall not supersede any other cost sharing agreements relating to utilities within a municipalities’ right of way and that this agreement shall not supersede any terms set forth in the agreement between the City and the County

for the County to furnish water and wastewater services to the City.

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

[SIGNATURES TO FOLLOW]

Executed this _____ day of _____, 2021.

WITNESS:

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

By _____
Deborah A. Lieberman, President

By _____
Judy Dodge

By _____
Carolyn Rice

OR

By _____
Michael Colbert, Administrator

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

By _____
Assistant Prosecuting Attorney

Date: _____

CERTIFICATION OF FUNDS:

Date: _____

Finance Director

WITNESS:

CITY OF CENTERVILLE, OHIO

By _____
Signature

Print Name _____

Title _____

APPROVED AS TO FORM:

Scott A. Liberman, Municipal Attorney

EXHIBIT "A"
CENTERVILLE STATION ROAD IMPROVEMENT PROJECT
PHASE 1 AND PHASE 2 PROJECT LIMITS

