RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 57-13 *Passed* _____, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT DUBLIN ROAD AND GLICK ROAD

WHEREAS, representatives from Shawnee Hills, Delaware County and the Ohio Department of Transportation have been consulted for input on the potential improvement of the intersection at Dublin Road and Glick Road ("the Intersection Improvements"); and

WHEREAS, funding for the Intersection Improvements will come from a variety of sources; and

WHEREAS, the preliminary funding structure for financing the Intersection Improvements is as follows:

Source	**Amount**
Village of Shawnee Hills	$50,000
City of Dublin	$550,000
Delaware County	$100,000
OPWC Grant	$500,000
OPWC Loan	$250,000
ODOT	$150,000
Total:	**$1,600,000**

WHEREAS, Dublin and Shawnee Hills desire to enter into an Agreement to document each entity's specific obligations.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, State of Ohio, _____ of the elected members concurring that:

Section1. Council hereby authorizes the City Manager to enter into the attached Cooperative Agreement and any other related documents necessary for the Construction of Intersection Improvements at Dublin Road and Glick Road.

Section2. This resolution shall take effect immediately upon passage in accordance with Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2013.

_____
Mayor – Presiding Officer

ATTEST:

_____
Clerk of Council

City of Dublin

Office of the City Manager
5200 Emerald Parkway • Dublin, OH 43017-1090
Phone: 614-410-4400 • Fax: 614-410-4490

Memo

To: Members of Dublin City Council

From: Marsha I. Grigsby, City Manager
Paul Hammersmith, City Engineer

Date: September 19, 2013

Re: Resolution 57-13 - Cooperative Agreement related to the Glick Road/Dublin Road Intersection Improvement Project

Summary

Engineering staff from the City of Dublin has been working with representatives from the Ohio Department of Transportation, the Delaware County Engineer's Office, and the Village of Shawnee Hills to advance the Glick Road/Dublin Road intersection improvement project (the Project).

As Council may recall, the City had previously entered into an engineering design contract with W E Stilson, now known as GPD Design Group, to determine the right-of-way needed for the Project, provide the detailed design for construction, and an estimate for the cost of construction. As a result, we have been able to work with representatives from the above-referenced governmental entities to develop a funding plan for the Project. A copy of an August 7, 2013 letter to Shawnee Hills' Mayor Monahan that discussed the funding sources is attached for reference.

The Village of Shawnee Hills will submit a grant and loan application to the Ohio Public Works Commission (OPWC) for the Project. They have been working with a consultant to assist them in the preparation of the application and our engineering staff will be available for review of the application as well. The OPWC grant request will be in the amount of $500,000, an increase from the $400,000 reflected in the attached letter, and the loan request will be in the amount of $250,000.The application deadline for submission is October 4.

In the recently adopted 2014-2018 Capital Improvements Program, $500,000 in funding for Dublin's share of the Project costs was programmed in 2014. In addition, the City has agreed to repay a 10-year $250,000 no interest loan that will be requested from the OPWC. Revenues from the State Highway Fund will provide the funding to make the annual payments to retire the OPWC loan. Based on the design costs that have been funded by Dublin in the amount of $193,000, the $500,000 programmed in the CIP and the repayment of the $250,000 loan, the City will fund approximately 52% of the estimated project costs.

The attached Resolution and Cooperative Agreement document the terms that have been agreed upon by Dublin, Shawnee Hills and the other entities. Shawnee Hills will enter into a separate agreement with Delaware County, and Shawnee Hills will execute any OPWC grant and loan documents as a result of being the jurisdiction that is making application to OPWC. We have received good feedback on the Project's chances of being awarded both the grant and the loan.

Recommendation

Staff recommends approval of Resolution 57-13 at the September 23, 2013 City Council meeting.

City of Dublin

August 7, 2013

Village of Shawnee Hills
Pat Monahan, Mayor
40 W. Reindeer Drive
Shawnee Hills, Ohio 43065

Re: Intersection Improvements at Dublin Road and Glick Road
Proposed Funding Strategy

Dear Mayor Monahan:

Office of the City Manager
5200 Emerald Parkway
Dublin, Ohio 43017

phone 614.410.4400

www.dublinohiousa.gov

It was a pleasure to meet with you and Ed Swanson on June 11 and I appreciate you taking the time to discuss the improvement project at the Dublin Road at Glick Road intersection. This project is important to the Village of Shawnee Hills and the City of Dublin, as well as Delaware County. Cooperation between our jurisdictions is essential to the successful completion of the project.

The City of Dublin has studied the intersection with input from Shawnee Hills, Delaware County, and the Ohio Department of Transportation (ODOT) and a mutually agreeable solution has been chosen. To further the development of the project, the City entered into a contract in March of 2010 with WE Stilson (now GPD Design Group) for $193,267.00 to advance detailed design. These construction drawings are approximately 50 percent complete.

As we discussed at our meeting, funding for construction of this project has not been included in our adopted Five-Year Capital Improvement Program (CIP) for 2013-2017. As part of our annual update, we will discuss with City Council the potential programming of the construction for the project based on the funding strategy reflected on the following page. We will be meeting with City Council later this month and anticipate adoption of the 2014-2018 CIP in September.

As discussed in the past, we understand that Shawnee Hills is pursuing an Ohio Public Works Commission (OPWC) grant application to seek construction funding. The City understands this application is due October 4, 2013 at 5:00 p.m. to Susan Spiker, Grants Coordinator/District 17 Liaison OPWC, Licking County Development, 20 South Second Street, Newark, OH 43055. The City appreciates this effort and is willing to help with reviewing draft materials or providing information needed to complete the application.

As you are aware, a detailed funding strategy is needed to complete the OPWC application. Based on our recent discussion, the funding structure reflected on the following page has been proposed by the parties. The total project cost of $1.5 million includes an estimated contingency amount of $250,000.

Source	Amount
Village of Shawnee Hills	$50,000
City of Dublin	$550,000
Delaware County	$100,000
OPWC Grant	$400,000
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ODOT	$150,000
Total	$1,500,000

Dublin understands from prior meetings that Shawnee Hills will pursue the donation of all necessary right-of-way. As a result, no right-of-way costs are included as a project cost. Which entity secures the OPWC loan is yet to be determined, but the City is open to discussions regarding this matter.

And finally, the City appreciates Shawnee Hills' ideas regarding spur roads in the northwest and southeast quadrants of the intersection, however, Dublin is not inclined to build additional pavement around the Morgan House or the Bogey Inn. The City believes the costs associated for any such improvements are best directed toward improving the intersection.

Thanks again for your cooperation and leadership advancing this project through its stages. Please let me know when you are available to discuss this proposed funding strategy.

Sincerely,

Marsha Grigsby
City Manager

cc: Dublin City Council
Ed Swanson, Shawnee Hills
Robert Riley, PE, Delaware County Engineer
Thom Slack, PE, ODOT District 6
Paul A. Hammersmith, PE, City of Dublin
Jean-Ellen Willis, PE, City of Dublin

Cooperative Agreement for the Construction of Intersection Improvements at Dublin Road and Glick Road

THIS COOPERATIVE AGREEMENT FOR THE CONSTRUCTION OF INTERSECTION IMPROVEMENTS AT DUBLIN ROAD AND GLICK ROAD (the "*Agreement*") dated _____, 2013, by and between the **CITY OF DUBLIN, OHIO** ("*Dublin*"), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the "*State*") and its Charter, and the **VILLAGE OF SHAWNEE HILLS, OHIO** ("*Shawnee Hills*", and collectively with Dublin, the "*Parties*"), also a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its Charter.

WITNESSETH:

WHEREAS, Dublin has consulted with representatives from Shawnee Hills, Delaware County and the Ohio Department of Transportation for input on the potential improvement of the intersection at Dublin Road and Glick Road ("the Intersection Improvements");

WHEREAS, funding for the Intersection Improvements will come from a variety of sources;

WHEREAS, the preliminary funding structure for financing the Intersection Improvements is as follows:

Source	Amount
Village of Shawnee Hills	$50,000
City of Dublin	$550,000
Delaware County	$100,000
OPWC Grant	$400,000
OPWC Loan	$250,000
ODOT	$150,000
Total	$1,500,000

WHEREAS, Dublin and Shawnee Hills desire to enter into an Agreement to document the specific obligations of each of these parties.

NOW, THEREFORE, the Parties covenant, agree and obligate themselves as follows:

I. Shawnee Hills covenants and agrees as follows:

A. The Village of Shawnee Hills will work directly with affected property owners in an effort to procure by donation all right-of-way within the boundaries of Shawnee Hills necessary for completion of the Intersection Improvements.

B. The Village of Shawnee Hills will file an Ohio Public Works Commission (OPWC) grant application to seek construction funding in the amount of $ $500,000.

C. The Village of Shawnee Hills will file an OPWC loan request in the amount of $250,000. Dublin agrees to repay that loan as long as all of the commitments in this Agreement are satisfied.

D. The Village of Shawnee Hills will contribute $50,000 to the Intersection Improvements.

II. Dublin covenants and agrees as follows:

A. Dublin will work directly with affected property owners and seek the donation of all right-of-way for properties within the corporate boundaries of the City necessary for completion of the Intersection Improvements. The City reserves the right to terminate this Agreement if the City cannot obtain the right-of-way with terms acceptable to the City or if Shawnee Hills cannot obtain the right-of-way within the boundaries of Shawnee Hill with terms acceptable to the City.

B. Dublin will repay the loan obtained by Shawnee Hills from the OPWC as long as the commitments in this Agreement are satisfied and funding from the other governmental jurisdictions as referenced in this Agreement are received.

C. The City of Dublin will contribute up to $550,000 to the Intersection Improvements.

III. Termination.

This Agreement shall commence on execution and terminate once all obligations under the Agreement are satisfied. Alternatively, Dublin may terminate this Agreement upon 30 days' written notice if the right-of-way necessary for completion of the intersection improvements is not acquired under terms deemed acceptable by Dublin or if Shawnee Hills is unsuccessful in obtaining either the OPWC grant or the OPWC loan.

IV. Miscellaneous.

A. Notices. Except as otherwise specifically set forth in this Agreement, and notices, demands, requests, consents or approvals given, required or permitted to be given hereunder shall be in writing and shall be deemed sufficiently given if actually received or if hand-delivered or sent by recognized, overnight delivery service or

by certified mail, postage prepaid and return receipt requested, addressed to the other Party at the address set forth in this Agreement or any addendum to or counterpart of this Agreement, or to such other address as the recipient shall have previously notified the sender of in writing, and shall be deemed received upon actual receipt, unless sent by certified mail, in which event such notice shall be deemed to have been received when the return receipt is signed or refused. A duplicate copy of each notice, certificate, request or other communication given hereunder to Dublin or Shawnee Hills shall be given also to the others. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificate, requests or other communications shall be sent.

B. Extent of Provisions Regarding Dublin and Shawnee Hills; No Personal Liability. No representation, warranty, covenant, agreement, obligation or stipulation contained in this Agreement shall be deemed to constitute a representation, warranty, covenant, agreement, obligation or stipulation of any present or future trustee, member, officer, agent or employee of Dublin or Shawnee Hills in an individual capacity, and to the extent authorized and permitted by applicable law, no official executing or approving Dublin or Shawnee Hills' participation in this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the issuance thereof.

C. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Parties, and their respective permitted successors and assigns. The Parties will observe and perform faithfully at all times all covenants, agreements and obligations under this Agreement.

D. Execution Counterparts. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. It shall not be necessary in proving this Agreement to produce or account for more than one of those counterparts.

E. Severability. In case any section or provision of this Agreement, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason, that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein.

F. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

G. Governing Law and Choice of Forum. This Agreement shall be governed by and construed in accordance with the laws of the State. All claims, counterclaims, disputes and other matters in question between Dublin, its agents and employees,

and Shawnee Hills, its agents and employees, arising out of or relating to this Agreement or its breach will be decided in court of competent jurisdiction within the State.

H. Survival of Representations and Warranties. All representations and warranties of Shawnee Hills and Dublin in this Agreement shall survive the execution and delivery of this Agreement.

IN WITNESS WHEREOF, Dublin and Shawnee Hills have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first written above.

CITY OF DUBLIN, OHIO

By: _____

Printed: _____

Title: _____

Approved as to Form:

By: _____

Printed: _____

Title: Law Director

VILLAGE OF SHAWNEE HILLS, OHIO

By: _____

Printed: _____

Title: _____

I hereby approve the form and correctness of the foregoing contract _____, 20___.

_____
Shawnee Hills Village Attorney