



**To:** Members of Dublin City Council

**From:** Marsha I. Grigsby, City Manager 

**Date:** April 24, 2014

**Initiated By:** Paul A. Hammersmith, PE, Director of Engineering/City Engineer  
Jean-Ellen M. Willis, PE, Engineering Manager – Transportation

**Re:** Resolution 35-14 - Authorizing the City Manager to Enter into an Addendum to the Cooperative Right-of-Way Acquisition Agreement with the City of Columbus for Arterial Street Improvements at Hard and Sawmill Roads

## Summary

The adopted Dublin 2014 – 2018 Capital Improvements Program carries forward the Sawmill Road/Hard Road intersection improvement project (Project #ET0605) with the addition of right-turn lanes, additional left-turn lanes and modification to the traffic signal. The project will be funded by service payments from the Lifetime Fitness Tax Increment Financing district.

The City of Columbus has nearly completed the detailed construction drawings for the final phase of improvements to Hard Road, which will complete the widening of Hard Road to four lanes from Smokey Row Road to Sawmill Road. The City of Columbus and City of Dublin have been working to coordinate these projects to be built together for construction efficiencies and time and money savings. The Sawmill Road/Hard Road Intersection Improvement project drawings have been incorporated into the Hard Road Widening construction drawings and the projects, and the City of Columbus anticipates opening bids for both projects in February 2015 with construction beginning in late May 2015.

Both the improvement of the Hard Road and Sawmill Road intersection (Dublin) and the widening of Hard Road (Columbus) requires acquisition of right-of-way on Hard Road, east of the intersection, and along the east side of Sawmill Road, south of the intersection, all located within the City of Columbus. Since the two projects overlap in this area, three properties are impacted by both projects.

The initial Cooperative Right-of-Way Acquisition Agreement, dated May 2013, includes the City of Columbus managing the right-of-way acquisition from the three properties needed for Dublin's Sawmill Road/Hard Road project and required a deposit of \$135,000 in an escrow account to be able to quickly settle acquisitions if and when possible. In the absence of any completed appraisals, the deposit was based on land values obtained from the Franklin County Auditor's property information.

Further, the amount of right-of-way to be acquired from the Eickholt property, located in the southeast quadrant of the intersection and where the Sawmill Pointe shopping center is located, was slightly expanded by 0.019 acre (810 sq. ft.) to provide for the installation of sidewalk along this frontage. The Sawmill Road Northbound Lane Addition project will include the construction of the sidewalk along the Eickholt property frontage and continue further south along the east side of Sawmill Road.

Current appraisals report property values much higher than previously estimated. Based on the current reports, an additional \$180,000 is needed to complete right-of-way acquisitions along the east side of the intersection. Table 1 below compares the initial estimates and the current valuations.

Table 1: Sawmill Road/Hard Road Property Valuation Comparison

Property Owner	Acreage (Sq. Ft.)	Type of Take	Original Estimate	Current Value	Settled Value	Difference
CVS Pharmacy	0.094 (4,094)	Warranty Deed	\$46,243	\$127,691	Not settled	\$81,448
Society Bank	0.061 (2,657)	Warranty Deed	\$22,492	\$69,100	Not settled	\$46,608
Robert G. & Jane M. Eickholt	0.094	Warranty Deed/Temp.				\$40,389
(Shopping Center)	(4,094)	Easement	\$9,858	\$50,247	\$63,230	\$53,372 (settled price)
						<b>\$168,445</b>
						<b>\$181,428</b>
						<b>(settled price)</b>
<b>Total</b>	<b>0.249 (10,846)</b>		<b>\$78,593</b>	<b>\$247,038</b>	<b>\$63,230</b>	

The attached Addendum to the Cooperative Right-of-Way Acquisition Agreement authorizes an additional appropriation of \$180,000, for a total amount not to exceed \$315,000, for the acquisition of right-of-way needed to construct the intersection improvement. It also requires that a copy of the appraisal reports for the right-of-way attributable to the intersection improvements be provided to Dublin.

In addition to the above, the Addendum also states that the City of Columbus is only authorized to engage in settlements that are no greater than 10% in excess of appraised values for the outstanding parcels. Dublin's prior approval is required for any settlements greater than 10% of appraised values.

Resolution 24-13 contained a provision to allow staff to execute any amendments to the Cooperative Right-of-Way Acquisition Agreement, which are not inconsistent or substantially adverse to the City. Based on the needed additional appropriation of \$180,000, staff understands this constitutes a substantial change from the original agreement.

**Recommendation**

Staff recommends approval of Resolution 35-14, authorizing the City Manager to enter into an Addendum to the Cooperative Right-of-Way Acquisition Agreement with the City of Columbus for Arterial Street Improvements at Hard and Sawmill Roads.

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

**35-14**

Resolution No. \_\_\_\_\_

Passed \_\_\_\_\_

, 20\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ADDENDUM TO THE COOPERATIVE RIGHT-OF-WAY ACQUISITION AGREEMENT WITH THE CITY OF COLUMBUS FOR ARTERIAL STREET IMPROVEMENTS AT HARD AND SAWMILL ROADS (HARD ROAD PHASE A -SAWMILL ROAD – SMOKEY ROW ROAD)**

**WHEREAS**, the City of Dublin and the City of Columbus have agreed to cooperatively acquire the necessary right-of-way for the identified transportation improvement project; and

**WHEREAS**, the Parties have entered into an Agreement to widen and improve Hard Road from Sawmill Road east to Smoky Row Road, including improvement to the intersection at Hard Road and Sawmill Road ("the Project"); and

**WHEREAS**, under the terms of the Agreement, Dublin was responsible for acquiring the right-of-way attributable to the intersection improvements within the Dublin corporation limits and Columbus was responsible for acquiring the right-of-way attributable to the infrastructure and intersection improvements within the Columbus corporation limits; and

**WHEREAS**, also under the terms of the Agreement, the Parties agreed that Dublin would make payment to Columbus, up to a maximum of \$135,000.00, for the right-of-way acquisition attributable to the intersection improvements within the Columbus corporation limits; and

**WHEREAS**, also under the terms of the Agreement, if the right-of-way acquisition costs in Columbus are expected to exceed \$135,000.00, the Parties agreed to discuss the increases and determine how the additional costs shall be split between the Parties; and

**WHEREAS**, also under the Agreement, if the costs to Dublin exceed \$135,000.00, a written addendum outlining the additional items and providing funding for the additional items by the appropriate Party may be required; and

**WHEREAS**, the costs of acquisition of the property on the east side of Sawmill Road are now being appraised at a higher price than initially estimated;

**WHEREAS**, in order to fully complete the acquisition with the new appraised values, Dublin must appropriate an additional \$180,000.00.

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

**Section 1.** The City Manager is hereby authorized to enter into an Addendum to the Cooperative Right-of-Way Acquisition Agreement with the City of Columbus for the improvement of the intersection of Hard and Sawmill Roads, in substantially the same form as attached, with changes not inconsistent with this Resolution and not substantially adverse to this City and which shall be approved by the City Manager and Director of Finance. The approval of changes thereto by those officials, and their character as not being substantially adverse to the City, shall be evidenced conclusively by their execution thereof.

**Section 2.** The City Manager, the Clerk of Council, the Director of Law, the Director of Finance, or other appropriate officers of the City are hereby authorized to prepare and sign all agreements and instruments and to take any other actions as may be appropriate to implement this Resolution. The City Manager and the Director of Finance are also authorized, for and in the name of the City, to execute any amendments to the Cooperative Right-of-Way Acquisition Agreement, which

# RECORD OF RESOLUTIONS

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amendments are not inconsistent with this Resolution and not substantially adverse to this City.

Section 3. This Resolution shall take effect upon adoption in accordance with Section 4.04(a) of the Revised Charter.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor - Presiding Officer

Attest:

\_\_\_\_\_  
Clerk of Council

## **ADDENDUM**

This Addendum to the Cooperative Right-of-Way Acquisition Agreement Between City of Columbus, Ohio and City of Dublin, Ohio For Arterial Street Rehabilitation and Improvements at Hard Road and Sawmill Road, dated June 25, 2013 (“Agreement”), is made and entered into on this the \_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Columbus, Ohio (“Columbus”), an Ohio Municipal Corporation, and the City of Dublin (“Dublin”), an Ohio Municipal Corporation. Columbus and Dublin are hereinafter collectively referred to as the Parties.

In the event of a conflict between the language or intent of this Addendum and any attached or supporting documents, including the Agreement, the terms and conditions of this Addendum shall control.

### **Background Information**

WHEREAS, the Parties entered into the Agreement to widen and improve Hard Road from Sawmill Road east to Smoky Row Road, including improvement to the intersection at Hard Road and Sawmill Road (“the Project”);

WHEREAS, under the terms of the Agreement, Dublin was responsible for acquiring the right-of-way attributable to the intersection improvements within the Dublin corporation limits and Columbus was responsible for acquiring the right-of-way attributable to the infrastructure and intersection improvements within the Columbus corporation limits;

WHEREAS, also under the terms of the Agreement, the Parties agreed that Dublin would make payment to Columbus, up to a maximum of \$135,000.00, for the right-of-way acquisition attributable to the intersection improvements within the Columbus corporation limits;

WHEREAS, also under the terms of the Agreement, if the right-of-way acquisition costs in Columbus for the intersection improvements are expected to exceed \$135,000.00, the Parties agreed to discuss the increases and determine how the additional costs shall be split between the Parties;

WHEREAS, also under the Agreement, if the costs to Dublin exceed \$135,000.00, a written addendum outlining the additional items and providing funding for the additional items by the appropriate Party may be required;

WHEREAS, the costs of acquisition of the intersection improvements in Columbus are now being appraised at a higher price than initially estimated;

WHEREAS, in order for Columbus to continue with the acquisition of the right of way for the intersection improvements, Dublin must appropriate an additional \$180,000.00;

WHEREAS, the final costs for acquiring the right of way for the intersection improvements in Columbus corporate limits are still undetermined;

**Agreement**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the parties agree to the foregoing background information and as follows:

- I. This Addendum shall authorize an additional Dublin appropriation of \$180,000.00 for the acquisition of right-of-way attributable to the intersection improvements within the Columbus corporation limits.
- II. Columbus has provided Dublin with all appraisal reports for the right-of-way attributable to the intersection improvements within the Columbus corporation limits and shall continue to provide Dublin with any additional or updated appraisals.
- III. Columbus is only authorized to engage in settlements that are no greater than 10% in excess of appraised values for the portion of the outstanding parcels attributable to the intersection improvements. Dublin's prior approval is required for any settlements great than 10% of appraised values.
- IV. The remainder of the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the \_\_\_\_\_ day of \_\_\_\_\_.

**CITY OF COLUMBUS, OHIO**

**CITY OF DUBLIN, OHIO**

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Tracie Davies, Director

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Marsha I. Grigsby