



**To:** Members of Dublin City Council  
**From:** Dana L. McDaniel, City Manager   
**Date:** April 30, 2015  
**Initiated By:** Megan O'Callaghan, P.E., Director of Public Works  
Paul A. Hammersmith, P.E., Director of Engineering/City Engineer  
Mandy K. Bishop, P.E., S.I., Bridge Street District Program Manager  
**Re:** **Resolution No. 41-15 - Authorizing the City Manager to enter into a Letter of Agreement with Time Warner Cable to Relocate Existing Time Warner Cable Overhead Facilities along Riverside Drive, over the Scioto River, in the Dale Drive area and around the SR 161 & Riverside Drive Intersection**

## Background

The City of Dublin's adopted 2015-2019 Capital Improvements Program includes SR 161 / Riverside Drive Roundabout (ET#0508), Riverside Drive Realignment (ET#0104 & ET#1403), Scioto River Pedestrian Bridge (GR 31302) and Riverside Park (GR #1303). Staff has worked closely with Time Warner Cable, an Ohio Corporation ("TWC") on the relocation of existing TWC overhead facilities along the east side of Riverside Drive, over the Scioto River, in the Dale Drive area and along SR 161. See Figure 1 below for the location of project.

Staff has undertaken a comprehensive effort to proactively plan and manage utility relocation work in a coordinated fashion and strategically eliminate utility conflicts for multiple projects in the Bridge Street District. In furtherance of the Bridge Street District Code and policy, existing overhead utility lines are being buried where practical in an effort to improve aesthetics and enhance reliability.

## Summary

TWC is located on AEP poles along the Scioto River corridor in the Bridge Street District. This relocation work includes the area for the SR 161/Riverside Drive Roundabout, Riverside Drive Realignment, future parks and the pedestrian bridge. The facilities are in public right-of-way in some locations and private easement in other locations throughout the project area.

### Phase 1 - Providing a new redundant connection to Historic Dublin

Providing a new redundant connection to Historic Dublin is necessary to eliminate TWC's Scioto River crossing. In order for TWC to relocate their existing facilities from Riverside Drive, over the Scioto River, in the Dale Drive area and along SR 161, they must locate new cable on existing AEP poles for approximately 3,575-feet along Dublin Road from North Street in Historic Dublin to Emerald Parkway. Staff continues to work with other utilities to remove their facilities over the Scioto River as well.

Phase 1 relocation efforts are indicated on Figure 1 by the blue route labeled "AERIAL ROUTE TO TIE INTO DUBLINK" and locates new aerial facilities on existing AEP poles along Dublin Road. There is no major work occurring along Dublin Road that would warrant burying the utilities along Dublin Road at this time.

Dublin is responsible to reimburse TWC for their cost of relocating their existing overhead facilities. TWC estimates the cost of \$161,675 for this work. We will know actual expenses/costs of the work later this year, and will receive invoices from TWC once the work is complete.

Phase 2 – Relocation and burial of existing facilities along the east side of Riverside Drive, over the Scioto River, in the Dale Drive area and along SR 161

TWC will be relocating their overhead facilities along the east side of Riverside Drive, over the Scioto River, in the Dale Drive area and along SR 161 to Dublink along Emerald Parkway, Riverside Drive, Tuller Road, Tuller Ridge Drive, Dale Drive – Tuller Connector, Dale Drive, and SR 161. By using the Dublink conduit, the disruption to the right-of-way during construction activities is minimized. The cost of occupying Dublink conduit is part of the overall utility burial project costs, and as such, it is Dublin's responsibility to fund the initial lease term on behalf of TWC. This is because only a portion of this relocation was necessitated by the transportation improvements while the majority is because Dublin asked TWC to bury their facilities in this area.

Phase 2 relocation efforts are indicated by the yellow and pink routes on Figure 1 labeled "DUBLINK CONDUIT" and "DUBLINK CONDUIT EXTENSION".

Dublin is responsible to reimburse TWC for the majority of their costs for the relocation and burial of these existing overhead facilities. TWC's contribution to this effort is \$22,653 -- the costs TWC has estimated it would have incurred to relocate on new AEP poles. TWC estimates Dublin's costs to be \$236,860 which includes an underground Dublink conduit extension, cable installation costs, and the initial Dublink lease term costs. When the twenty-five (25) year term expires, TWC will be responsible for negotiating and renewing the lease. We will know actual expenses/costs of the project later this year, and will receive invoices from TWC once the work is complete.

### **Recommendation**

Staff recommends approval of Resolution No. 41-15, Authorizing the City Manager to enter into a Letter of Agreement with Time Warner Cable to Relocate Existing Time Warner Cable Overhead Facilities along Riverside Drive, over the Scioto River, in the Dale Drive area and around the SR 161 & Riverside Drive Intersection.

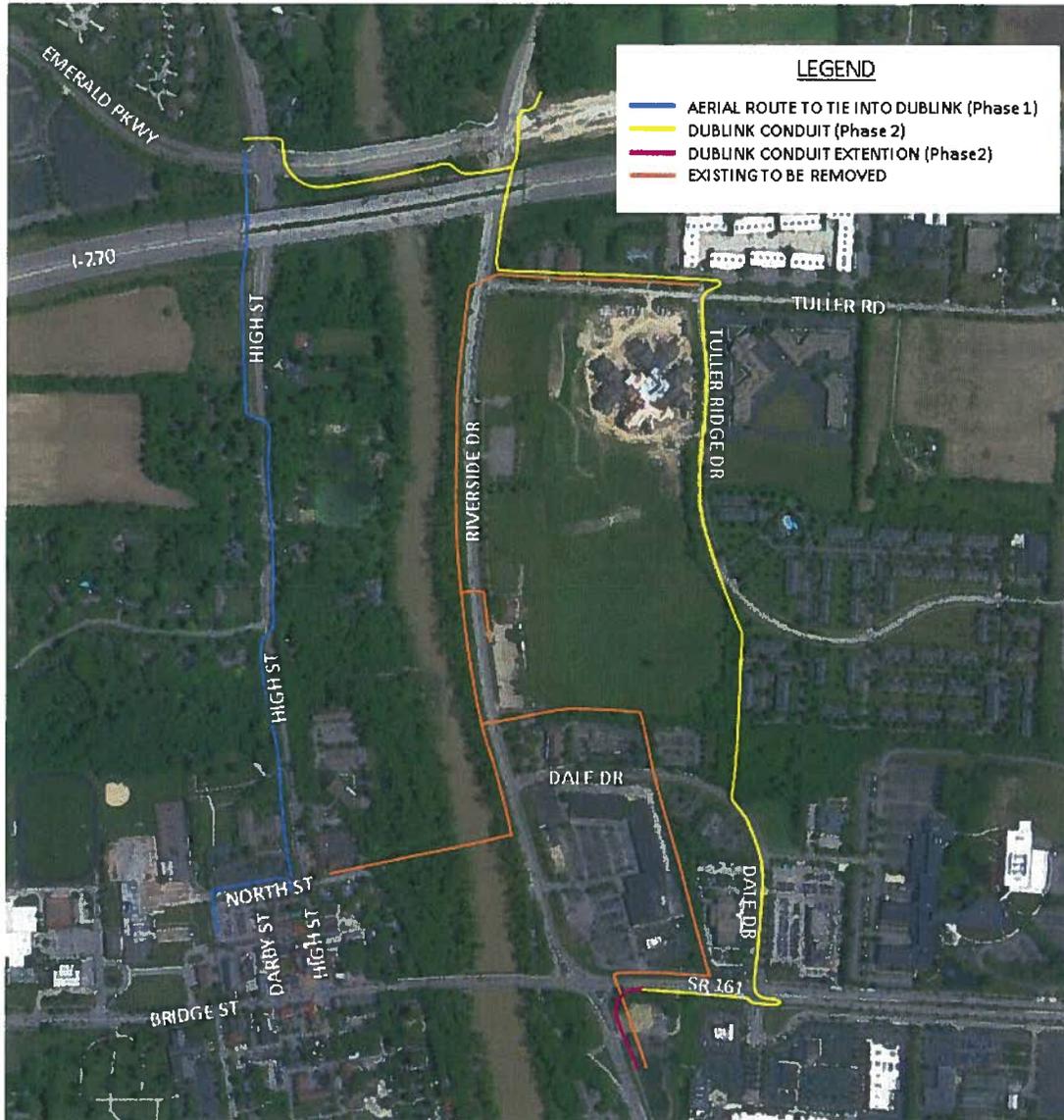


Figure 1: Time Warner Cable Project Location

# RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

Resolution No. 41-15 Passed \_\_\_\_\_, 20\_\_\_\_

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LETTER OF AGREEMENT WITH TIME WARNER CABLE TO RELOCATE EXISTING TIME WARNER CABLE OVERHEAD FACILITIES ALONG RIVERSIDE DRIVE, OVER THE SCIOTO RIVER, IN THE DALE DRIVE AREA AND AROUND THE SR 161 & RIVERSIDE DRIVE INTERSECTION**

**WHEREAS**, the City of Dublin's adopted 2015-2019 Capital Improvements Program includes SR 161 / Riverside Drive Roundabout (ET#0508), Riverside Drive Realignment (ET#0104 & ET#1403), Scioto River Pedestrian Bridge (GR 31302) and Riverside Park (GR #1303); and

**WHEREAS**, the City of Dublin has worked closely with Time Warner Cable and Dublin to develop design and construction drawings for the relocation and burial of existing Time Warner Cable overhead facilities along the east side of Riverside Drive, over the Scioto River, in the Dale Drive area and along SR 161; and

**WHEREAS**, Time Warner Cable has agreed to approach the relocation of aerial facilities in two phases – Phases 1 and 2; and

**WHEREAS**, the City of Dublin has agreed to reimburse Time Warner Cable for Phase 1 and Phase 2.

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

**Section 1.** The City Manager is hereby authorized to enter into a Letter of Agreement with Time Warner Cable for the reimbursement of the cost to bury existing Time Warner Cable overhead facilities along Riverside Drive, over the Scioto River, in the Dale Drive area and around the SR 161 & Riverside Drive Intersection, which is located within the City of Dublin, in substantially the same form as attached, with changes not inconsistent with the Resolution and not substantially adverse to the 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 Letter of Agreement, which amendments are not inconsistent with the Resolution and not substantially adverse to this City.

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

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

ATTEST:

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

## Letter of Agreement

This Letter of Agreement is entered into as of May \_\_\_\_, 2015 (the "Effective Date"), between Time Warner Cable, an Ohio corporation ("TWC") and the City of Dublin, Ohio, a political subdivision of the State of Ohio (the "City").

### Background Information

- A. The City has worked with TWC to determine the scope of work to relocate their existing overhead facilities along the west side of Riverside Drive, over the Scioto River, in the Dale Drive area and along SR 161 for the purposes of constructing the SR 161 / Riverside Drive Roundabout (Part 1), Riverside Drive Realignment (Part 2) and Other Public Improvements project, the proposed pedestrian bridge and parks along the Scioto River (the "Projects").
- B. In the course of planning for the SR 161 / Riverside Drive Roundabout, Riverside Drive Realignment, pedestrian bridge and parks along the Scioto River and the subsequent design efforts for Roundabout and Realignment projects, TWC facilities were determined to be in conflict along Riverside Drive, over the Scioto River, in the Dale Drive area and along SR 161 and the design requires the overhead utility poles to be relocated as a result of the Projects. TWC has identified the proposed work needed to accommodate these and other future projects. See attached Exhibit A for Project location map.
- C. The City has requested, and TWC has agreed, to relocate their facilities along Riverside Drive, over the Scioto River, in the Dale Drive area and along SR 161;
- D. The City has requested, and TWC has agreed, to relocate the Scioto River crossing and connect into Historic Dublin via existing AEP poles on Dublin Road and to bury facilities along the south side of Emerald Parkway, east side of Riverside Drive and north side of Tuller Road into existing Dublink conduit and under Tuller Ridge Road/Dale Drive in Dublink conduit that is under construction as part of the Dale Drive – Tuller Ridge Drive Connector project;
- E. TWC has estimated the cost of Phase 1 of the utility relocation project along Dublin Road to be \$161,675;
- F. TWC has estimated the cost of Phase 2 of the utility relocation project to cost \$259,513;
- G. Total requested costs are \$398,535 (the "TWC Work Cost") for both Phase 1 and Phase 2 including a credit for \$22,653 - the costs TWC has estimated it would have incurred to relocate on new AEP poles;
- H. The City acknowledges that it is responsible for Phase 1 and Phase 2 costs associated with the relocation project. The City is not responsible for any costs associated with adding additional capacity, burying or relocating any other facilities than those required to remove the existing utility poles along Riverside Drive, over the Scioto River, in the Dale Drive area and along SR 161, as identified in Exhibit A; and,

- I. The parties hereto desire to set forth the terms upon which the City will reimburse TWC for the TWC Work Cost.

Statement of Work

The parties hereto acknowledge the accuracy of the above background information and agree as follows:

1. The Relocation Project. TWC shall proceed with Phase 1 and Phase 2, as outlined in the attached identified as Exhibit B. TWC shall pay the Contractors all expenses associated with Phase 1 and Phase 2 and shall present to the City all invoices and proof of payment of such invoices that are associated with Phase 1 and Phase 2 work. The City shall reimburse TWC for all payments made by TWC that are associated with the Dublin Work within thirty (30) days of receipt of such invoices.
2. Supervision of Contractors. TWC shall supervise the Contractors pursuant to the Project contracts with such Contractors. TWC shall regularly inspect the progress of the Dublin Work and shall immediately notify the City if TWC determines that the design specifications for the Dublin Work are not being met.
3. Title to the TWC Work Facilities. Upon completion of the Project and the City's reimbursement to TWC for the Dublin Work, TWC shall remain the owner of the TWC Work facilities only. Dublin will retain ownership of all TWC occupied conduit associated with this project. It will be TWC's responsibility to ensure that any and all Contractors release any and all liens associated with the Dublin Work. Once the City has made final payment, the City will seek a lien waiver from TWC releasing the City from further financial obligation. TWC shall issue the lien waiver within thirty (30) days of the City's request for such waiver.
4. Cost Overruns. The City shall not be responsible for any expenses relating to the Dublin Work that exceeds \$398,535, unless the City approves such cost increase in writing, executed by the parties hereto and makes reference to this Letter of Agreement.
5. Jurisdiction. This Letter of Agreement shall be governed by the laws of Ohio. Any disputes arising herein shall be adjudicated at the Court of Common Pleas of Franklin County, Ohio.

This Letter of Agreement is accepted by the parties hereto and executed as of the date set forth above.

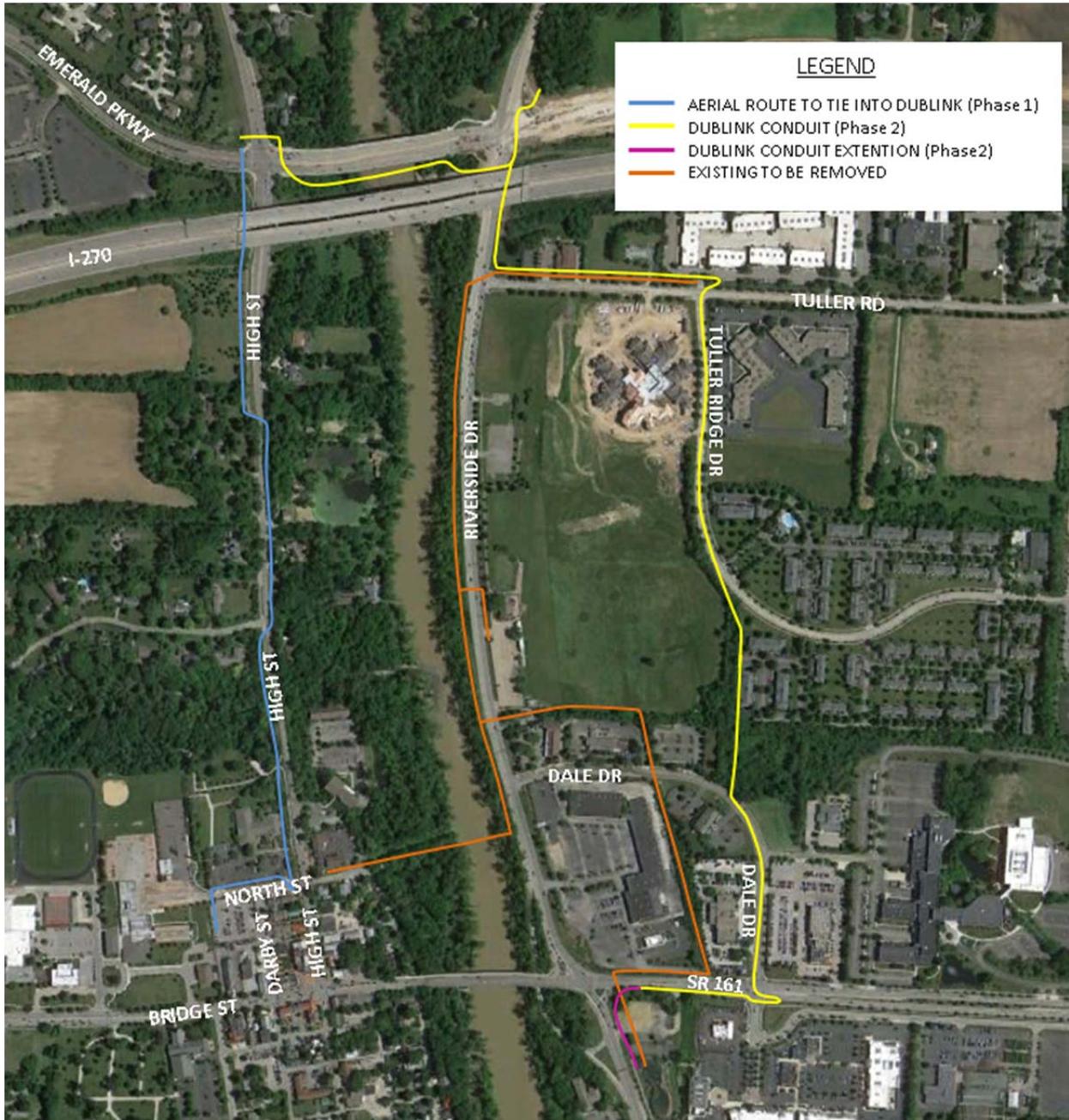
TIME WARNER CABLE

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

CITY OF DUBLIN, OHIO

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

# Exhibit A



# Exhibit B

- AERIAL ROUTE TO TIE INTO DUBLINK
- DUBLINK CONDUIT
- DUBLINK CONDUIT EXTENTION
- EXISTING TO BE REMOVE

