

**RESOLUTION #17-0403-11**

**Approve Cooperation Agreement with the City of Powell**

**WHEREAS**, portions of Rutherford Road are under the jurisdiction of Liberty Township and the City of Powell, and

**WHEREAS**, it is necessary to repave portions of Rutherford which fall under the jurisdiction of both entities, and

**WHEREAS**, the Township and the City have agreed to work on this repaving project cooperatively, with Liberty Township acting as the lead entity, as detailed in the attached Cooperation Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO** to authorize and sign the attached Cooperation Agreement between the City of Powell and Liberty Township for the repaving of Rutherford.

Motion made by Leneghan and seconded by Eichhorn.

Vote: yes Mrs. Eichhorn yes Mrs. Leneghan yes Dr. Mitchell

This Resolution shall be in force and become effective immediately upon its execution.

4-3-2017

Date

CERTIFIED BY:

Nancy Denette  
Nancy Denette, Fiscal Officer

Melanie Leneghan  
Melanie Leneghan, Trustee

Dr. Thomas Mitchell  
Dr. Thomas Mitchell, Trustee

Shyra Eichhorn  
Shyra Eichhorn, Trustee

**COOPERATION AGREEMENT**

**LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO**

**AND**

**CITY OF POWELL, DELAWARE COUNTY, OHIO**

This Cooperation Agreement ("Agreement") is entered into this April 3<sup>rd</sup>, 2017 by and between the Board of Trustees, Liberty Township, Delaware County, Ohio ("Township"), whose principal place of business is located at Township Government Office, 10104 Brewster Lane, Suite 125, Powell, Ohio 43065, and the City of Powell, Delaware County, Ohio ("City"), whose principal place of business is located at Powell Municipal Building, 47 Hall Street, Powell, Ohio 43065-8357, to pave Rutherford Road (Township Road No. 122) (City and Township collectively "Parties").

This Agreement is entered into pursuant to R.C. § 9.482(B)(1).

The project shall consist of repaving Rutherford Road from \_\_\_\_\_ to \_\_\_\_\_, and any incidental work as determined necessary to complete the project by mutual agreement of the City Engineer and the Township Administrator (the "Project"). The construction plans and specifications have been prepared and are on file in the office of the \_\_\_\_\_. The Parties agree to work together and cooperate to perform the Project. The Township portion of the Project shall be as specified on attached Exhibit 1. The City portion of the Project shall be as specified on attached Exhibit 2.

The Township shall fund the total cost of its portion of the Project as specified on Exhibit 1 and any additional costs or change orders related to its portion of the Project. Such funds shall come from the \_\_\_\_\_ Fund.

The City shall fund the total cost of its portion of the Project as specified on Exhibit 2 and any additional costs or change orders related to its portion of the Project. Such funds shall come from the \_\_\_\_\_ Fund.

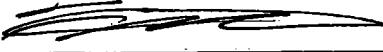
The Parties agree that the Township shall be the lead entity for the Project. The Township may work with Delaware County, Ohio on any portion of the project, including bidding and awarding the construction contract, managing the construction contract, and providing for the necessary inspection and testing of work. The City hereby expressly authorizes the Township to sign all necessary documents on the City's behalf relating to the Project and the City hereby agrees to be bound by such signature(s). The Township will not proceed with any contract modifications or order work on the City portion of the Project in excess of ten (10) percent of the amount set forth on Exhibit 2 without written consent of the City Engineer.

The Township will pay for all Project costs initially and invoice the City for its share of the expenses incurred by the Township immediately upon receipt of each invoice. The City will pay the invoice within 30 days of receipt of the invoice from the Township.

This Agreement is between and is solely for the benefit of the Township and City and bestows no cause of action on any third parties.

No actual funds are to be expended by the Parties in connection with this Agreement. No fiscal officer's certification is required.

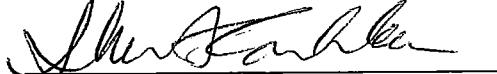
**Board of Trustees**  
**Liberty Township, Delaware County, Ohio**

  
Tom Mitchell  
Trustee

4-3-17  
Date

  
Melanie Leneghan  
Trustee

4-3-17  
Date

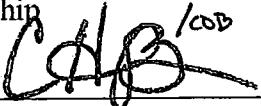
  
Shyra Eichhorn  
Trustee

4/3/17  
Date

LIBERTY TOWNSHIP RESOLUTION NO: 17-0403-11

Date: April 31, 2011

Approved as to Form  
For Township

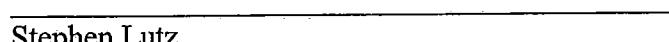
  
Carol Hamilton O'Brien  
Delaware County Prosecuting Attorney

3-27-17  
Date

**FISCAL OFFICER'S CERTIFICATION (RC 5705.41(D)):**

No actual funds are to be expended by the Township in connection with this Agreement. No Fiscal Officer's Certification is required.

**City of Powell**  
**Delaware County, Ohio**

  
Stephen Lutz  
City Manager

Date

CITY OF POWELL ORDINANCE NO: \_\_\_\_\_ Date: \_\_\_\_\_

## RUTHERFORD RD LIBERTY

ROAD DATA	
BEGIN LIMIT	
END LIMIT	
LENGTH	FEET
EXISTING WIDTH	FEET
PROPOSED WIDTH	FEET
TOTAL SY IMPROVED	4,370 SY
TOTAL SF IMPROVED	39,330 SF
TOTAL MILES IMPROVED	0.500 MILES

ASPHALT	INCHES	YLD %
446 SURFACE (DENSITY)		
448 SURFACE	1.25	5.0%
448 LEVELING	0.75	5.0%
448 INTERMEDIATE		
301 BASE		

OPTIONS		
BERM (DEPTH/WIDTH)	2.00	1
TACK (RATE/COURSES)	0.08	1
STOP LINE (# OF INTS)		644S
CENTERLINE	X	644C
EDGELINE	X	644E
MAINTAINING TRAFFIC	X	per mile

ITEM	DESCRIPTION	UNIT	QTY	ESTIMATE	
				UNIT \$	EXTENDED \$
301B	ASPHALT CONCRETE BASE, AS PER PLAN	TON		\$60.00	
4482I	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, PG64-22	TON		\$60.00	
4481I	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 1, PG64-22	TON	191	\$73.00	\$13,943.00
4481S	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22	TON	319	\$68.00	\$21,692.00
407	TACK COAT	GAL	350	\$2.00	\$699.20
614L	ONE LANE CLOSURE ON TWO LANE HIGHWAY	MI	1	\$4,000.00	\$4,000.00
617	COMPACTED AGGREGATE, TYPE A	TON	50.00	\$30.00	\$1,500.00
644C	CENTERLINE	MI	0	\$4,990.00	\$2,345.30
644E	EDGELINE	MI	0.94	\$2,400.00	\$2,256.00
644S	STOP LINE	LF	23.00	\$7.00	\$161.00
422I	SINGLE CHIP SEAL W/O POLYMER BINDER, INTERMEDIATE	SY	4370	\$1.50	\$6,555.00
SPEC	TRAFFIC LOOPS	EA	2	\$2,700.00	\$5,400.00
254	PAVEMENT PLANING, AS PER PLAN	SY	750	\$4.00	\$3,000.00
253	PAVEMENT REPAIR, AS PER PLAN	CY	20	\$300.00	\$6,000.00
644CH	CHANNELIZING	LF	420	\$1.45	\$609.00
644A	LANE ARROW	EA	2	\$100.00	\$200.00
644W	WORD ON PAVEMENT	EA	2	\$135.00	\$270.00
644CW	CROSS WALK LINE	LF	89	\$3.00	\$267.00
644RR	R/R SYMBOL MARKING	EA	1	\$575.00	\$575.00

TOTAL(S)

\$67,472.50

TOWNSHIP

4370 SQYARDS

## RUTHERFORD RD CITY

ROAD DATA	
BEGIN LIMIT	
END LIMIT	
LENGTH	FEET
EXISTING WIDTH	FEET
PROPOSED WIDTH	FEET
TOTAL SY IMPROVED	5,000 SY
TOTAL SF IMPROVED	45,000 SF
TOTAL MILES IMPROVED	0.500 MILES

ASPHALT	INCHES	YLD %
446 SURFACE (DENSITY)		
448 SURFACE	1.25	5.0%
448 LEVELING	0.75	5.0%
448 INTERMEDIATE		
301 BASE		

OPTIONS		
BERM (DEPTH/WIDTH)	2.00	1
TACK (RATE/COURSES)	0.08	1
STOP LINE (# OF INTS)		644S
CENTERLINE	X	644C
EDGELINE	X	644E
MAINTAINING TRAFFIC	X	per mile

**TOTAL(S)**

**\$74,014.90**

## CITY

**5000 SQYARDS**

LIBERTY - 2