

# CITY OF CLAYTON, OHIO

## RESOLUTION NO. R – 05 – 20 – 24

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT WITH THE CITY OF TROTWOOD TO SHARE COSTS FOR RESURFACING OF WESTBROOK ROAD FROM SALEM AVENUE TO CHERI LYNNE DRIVE AND AT A TOTAL RESURFACING COST TO THE CITY OF CLAYTON NOT TO EXCEED \$107,999.00 PLUS COST OF PROJECT ENGINEERING TO BE PAID BY THE CITY OF CLAYTON IN AN AMOUNT NOT TO EXCEED \$32,896.00**

**WHEREAS**, the Cities of Clayton and Trotwood share jurisdiction over Westbrook Road which comprises a municipal boundary between the two cities; and

**WHEREAS**, the Cities of Clayton and Trotwood applied for and were awarded a Surface Transportation Program (STP) grant from the MVRPC for the mill and fill paving of Westbrook Road from Salem Avenue to Cheri Lynne Drive; and

**WHEREAS**, the STP grant awarded constitutes 63% (\$367,781.00) of the estimated total project cost of \$583,779.00 and Clayton and Trotwood will be responsible for sharing equally the remaining 37% cost (\$215,998.00), which is \$107,999.00 to be paid by Clayton and \$107,999.00 to be paid by Trotwood; and

**WHEREAS**, in addition to payment of the aforementioned \$107,999.00 for resurfacing costs, Clayton will also pay for the engineering of the project in an amount not to exceed \$32,896.00; and

**WHEREAS**, the Cities of Clayton and Trotwood desire to enter into a Cooperative Agreement to provide for said resurfacing work on Westbrook Road from Salem Avenue to Cheri Lynne Drive and to confirm the Cities will split the costs of the Westbrook Road Resurfacing Project on a 50/50 basis with Clayton additionally paying the costs of engineering for said Project.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLAYTON, STATE OF OHIO:**

1. That the City Manager is hereby authorized to execute a Cooperative Agreement in substantially similar form as appended hereto as *Exhibit A* with the City of Trotwood for the Westbrook Road Repaving Project in order to accomplish the resurfacing of a mutually agreed to portion of Westbrook Road from Salem Avenue to Cheri Lynne Drive with Clayton paying \$107,999.00 of the cost of resurfacing and Trotwood paying \$107,999.00 of the cost of resurfacing and the remaining cost to be paid via the STP grant referenced herein and awarded by MVRPC.

2. That, in addition to paying \$107,999.00 of the resurfacing costs, Clayton will also pay the engineering costs for the Project in an amount not to exceed \$32,896.00.

3. It is hereby determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

3. That this Resolution shall be in full force and effect at the earliest date allowed by law.


ADOPTED BY COUNCIL ON MAY 7, 2020.

AUTHENTICATION:

  
\_\_\_\_\_  
Mayor (Presiding Officer of Council)


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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Law Director

**CERTIFICATE**

The undersigned Clerk hereby certifies that the foregoing is a true copy of R-05-20-24, duly adopted by the Council of the City of Clayton, Ohio on May 7, 2020, and that said enactment remains in full force and effect as of the date of this certification.

  
\_\_\_\_\_  
Clerk of Council  
City of Clayton, Ohio

Dated: May 7, 2020

**CERTIFICATION OF PUBLICATION**


This shall certify that the text of the above referenced enactment or a summary thereof was published once in the following newspaper and a summary posted in three places of public access as designated by Council.

Name of newspaper

Date of publication

Bookville Star

May 13, 2020

  
\_\_\_\_\_  
Clerk

**CLAYTON-TROTWOOD**  
**WESTBROOK ROAD**  
**COOPERATIVE AGREEMENT**

**THIS AGREEMENT**, is made this 7<sup>th</sup> day of May, 2020, by and between the **CITY OF CLAYTON, OHIO** (hereinafter referred to as "Clayton") and the **CITY OF TROTWOOD, OHIO** (hereinafter referred to as "Trotwood").

**WITNESETH**

**WHEREAS**, Clayton shall solicit competitive bids and has entered (or will enter) into an agreement with the lowest and best responsive bidder (hereinafter referred to as the "Repaving Contractor") for repaving of streets located entirely or partially within the City of Clayton; and

**WHEREAS**, Clayton and Trotwood share jurisdiction over Westbrook Road which comprises a municipal boundary between the two cities; and

**WHEREAS**, Clayton has proposed, and Trotwood has agreed to permit Clayton to repave a mutually agreed portion of Westbrook Road utilizing the unit costs contained within the accepted bid of the Repaving Contractor (hereinafter referred to as the "Westbrook Road RFS2 Project"); and

**WHEREAS**, Clayton and Trotwood desire to enter into this Agreement to provide for said repaving work on Westbrook Road and to confirm that the cities will split the costs of the Westbrook Road RFS2 Project on a 50/50 basis; and

**WHEREAS**, Clayton agrees to be the lead agency for this Westbrook Road RFS2 Project; and

**WHEREAS**, the total estimated cost of the Westbrook Road RFS2 Project is \$583,779.00, with 63% (\$367,781.00) of said total estimated cost to be paid via a Surface Transportation Program (STP) grant from the MVRPC and the remaining 37% (\$215,998.00) of the total estimated cost will be shared equally between Clayton and Trotwood with Clayton paying \$107,999.00 and Trotwood paying \$107,999.00; and

**WHEREAS**, Clayton will be responsible for payment of the engineering costs of the Westbrook Road RFS2 Project which total engineering costs are estimated to be \$32,896.00.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the City of Clayton, Ohio, and the City of Trotwood, Ohio agree as follows:

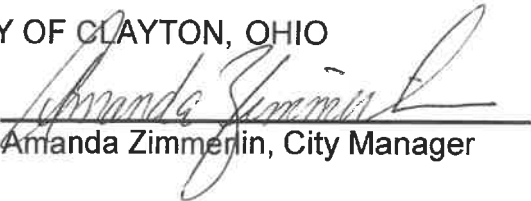
1. Clayton agrees to be the lead agency for the Westbrook Road RFS2 Project and agrees to initially pay all costs reasonably associated with the repaving work performed on Westbrook Road during 2025.
2. Trotwood consents to the performance of work by Clayton's Repaving Contractor on

that portion of Westbrook Road that lies within the municipal boundaries of Trotwood between Salem Avenue and Cheri Lynne Drive.

3. Upon completion of the repaving work and after receipt and payment by Clayton of the costs associated therewith, Clayton will invoice Trotwood for 50% of the costs and Trotwood agrees to pay said amount to Clayton within thirty (30) days thereafter.
4. The parties agree if the total costs of the repaving are greater or less than the above repayment obligation, the costs will be appropriately adjusted to reflect the revised amount. Any increase in cost of more than 10% must be approved by Trotwood prior to payment by Clayton.
5. No interest shall be due on the unpaid amount, provided such payment is made when due. Any unpaid amounts which are past due shall accrue interest at the rate of 5% per annum.
6. Clayton's City Manager, at her option may, but is not required to, extend the repayment schedule at Trotwood's request and for valid financial reasons.
7. Clayton will pay the engineering costs associated with the Westbrook Road RFS2 Project.
8. All matters related to the implementation of this Agreement and the discharge of duties and responsibilities of each of the parties hereunto pursuant to its terms and conditions shall be effected and completed in full compliance with any and all applicable laws and regulations, State, Federal and local, including, but not limited to, prevailing wage standards.
9. This Agreement and the terms and conditions set forth herein, without reference to any material, document, or information outside the boundary of the same, shall constitute the full and complete agreement in these regards by and among the parties hereto, and shall create by and among the same only the relationship, obligations, and commitments expressly set forth herein and imposed hereby.
10. Each party agrees that it shall be liable for its actions or failure to act, but only as permitted under Chapter 2744 of the Ohio Revised Code, as the same relates to work agreed to perform hereunder regardless of the territorial jurisdiction in which such work is to be performed.
11. This Agreement may be amended, but only by written document signed by all parties hereto.
12. Both Trotwood and Clayton agree this Agreement contains the entire understanding and agreement of the parties, supersedes any previous understanding and/or agreement, and may not be modified except in writing by the mutual agreement of parties stated in Resolutions mutually adopted by each.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands on this 7<sup>th</sup> day of May, 2020.

CITY OF CLAYTON, OHIO

BY:   
Amanda Zimmerlin, City Manager

*Approved Via Resolution No. R-05-20-24  
adopted on May 7, 2020*

CITY OF TROTWOOD, OHIO

BY: \_\_\_\_\_  
Quincy Pope, City Manager

*Approved Via Resolution No. \_\_\_\_\_  
adopted on \_\_\_\_\_, 2020*

APPROVED AS TO FORM:

\_\_\_\_\_  
Steven M. McHugh  
Trotwood Law Director

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Martina M. Dillon  
Clayton Law Director

**CERTIFICATION OF FUND AVAILABILITY- TROTWOOD**

This shall certify that the funds required to meet the municipality's obligations set forth herein during the fiscal year in which this contract is made or obligation incurred, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrance. Ref. R.C. 5705.41

\_\_\_\_\_  
Trotwood Finance Director

**CERTIFICATION OF FUND AVAILABILITY- CLAYTON**

This shall certify that the funds required to meet the municipality's obligations set forth herein during the fiscal year in which this contract is made or obligation incurred, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrance. Ref. R.C. 5705.41

  
\_\_\_\_\_  
Clayton Finance Director

TROTWOOD, OHIO 45426

3035 OLIVE ROAD

CITY OF TROTWOOD

**RESOLUTION NO. R20-47**

**A RESOLUTION BY THE TROTWOOD CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE CITY OF CLAYTON TO SHARE IN THE COSTS OF THE RESURFACING OF WESTBROOK ROAD FROM SALEM AVENUE TO CHERI LYNNE DRIVE WITH THE TOTAL RESURFACING COST TO THE CITY OF TROTWOOD NOT TO EXCEED \$107,999.00.**

**WHEREAS**, the City of Trotwood and the City of Clayton share jurisdiction over Westbrook Road, which comprises a municipal boundary between the two cities; and

**WHEREAS**, the City of Trotwood and the City of Clayton applied for and were awarded a Surface Transportation Program ("STP") grant from the Miami Valley Regional Planning Commission ("MVRPC") for the mill and fill paving of Westbrook Road from Salem Avenue to Cheri Lynne Drive; and

**WHEREAS**, the STP grant awarded by the MVRPC constitutes sixty-three percent (63%) of the estimated total project cost of \$583,779.00; and

**WHEREAS**, the City of Trotwood and the City of Clayton will be equally responsible for sharing the remaining thirty-seven percent (37%) of the total project cost, which is \$215,998.00. Accordingly, the City of Trotwood's cost for this resurfacing project, which project is known as the "Westbrook Road RFS2 Project," shall not exceed \$107,999.00; and

**WHEREAS**, the City of Clayton has agreed to be the lead agency for the Westbrook Road RFS2 Project and has further agreed to pay for the engineering of same; and

**WHEREAS**, the City of Trotwood and the City of Clayton desire to enter into a Cooperative Agreement to provide for the resurfacing work to be completed on Westbrook Road from Salem Avenue to Cheri Lynne Drive, which Cooperative Agreement will confirm that each City will share equally in the costs of the thirty-seven percent (37%) of the Westbrook Road RFS2 Project that is not covered by grant funds, with the City of Clayton paying the additional costs for the engineering of the Project.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROTWOOD, STATE OF OHIO:**

**SECTION I.**

City Council hereby authorizes the City Manager to execute a Cooperative Agreement for the Westbrook Road RFS2 Project that is in substantially similar form as the document attached hereto as Exhibit A in order to

TROTWOOD, OHIO 45426

3035 OLIVE ROAD

CITY OF TROTWOOD

accomplish resurfacing of Westbrook Road from Salem Avenue to Cheri Lynne Drive.

**SECTION II.**

City Council hereby authorizes the expenditure of an amount not to exceed \$107,999.00 for the City of Trotwood's share of the Westbrook Road RFS2 Project. The City of Clayton will also pay its equal share (\$107,999.00) of the Westbrook Road RFS2 Project, as well as the related engineering costs. The remaining balance (\$367,781.00) of the projected total cost of \$583,779.00 shall be paid via the STP grant received by the Cities of Trotwood and Clayton.

**SECTION III.**

This Resolution shall take effect and be in force from and after the date of its passage.

Passed this 1st day of June, 2020.

ATTEST:

Sandy Riege Fuller  
SANDY RIEGE-FULLER  
DEPUTY CLERK OF COUNCIL

APPROVED

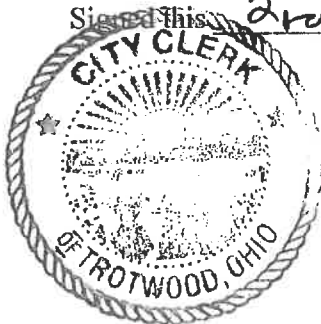
Mary A. McDonald  
MARY A. MCDONALD  
MAYOR

Tyna R. Brown  
TYNA R. BROWN  
VICE MAYOR

**CERTIFICATE OF RECORDING OFFICER**

I, the undersigned, hereby certify that the foregoing is a true and correct copy of Resolution No. R20-47 adopted by the Trotwood City Council at a regular scheduled meeting held on the 1st day of June, 2020, and that I am duly authorized to execute this certificate.

Signed this 2nd day of June, 2020.



Sandy Riege Fuller  
SANDY RIEGE FULLER  
DEPUTY CLERK OF COUNCIL





**CLAYTON-TROTWOOD**  
**WESTBROOK ROAD**  
**COOPERATIVE AGREEMENT**

**THIS AGREEMENT**, is made this 7<sup>th</sup> day of May, 2020, by and between the **CITY OF CLAYTON, OHIO** (hereinafter referred to as "Clayton") and the **CITY OF TROTWOOD, OHIO** (hereinafter referred to as "Trotwood").

**WITNESETH**

**WHEREAS**, Clayton shall solicit competitive bids and has entered (or will enter) into an agreement with the lowest and best responsive bidder (hereinafter referred to as the "Repaving Contractor") for repaving of streets located entirely or partially within the City of Clayton; and

**WHEREAS**, Clayton and Trotwood share jurisdiction over Westbrook Road which comprises a municipal boundary between the two cities; and

**WHEREAS**, Clayton has proposed, and Trotwood has agreed to permit Clayton to repave a mutually agreed portion of Westbrook Road utilizing the unit costs contained within the accepted bid of the Repaving Contractor (hereinafter referred to as the "Westbrook Road RFS2 Project"); and

**WHEREAS**, Clayton and Trotwood desire to enter into this Agreement to provide for said repaving work on Westbrook Road and to confirm that the cities will split the costs of the Westbrook Road RFS2 Project on a 50/50 basis; and

**WHEREAS**, Clayton agrees to be the lead agency for this Westbrook Road RFS2 Project; and

**WHEREAS**, the total estimated cost of the Westbrook Road RFS2 Project is \$583,779.00, with 63% (\$367,781.00) of said total estimated cost to be paid via a Surface Transportation Program (STP) grant from the MVRPC and the remaining 37% (\$215,998.00) of the total estimated cost will be shared equally between Clayton and Trotwood with Clayton paying \$107,999.00 and Trotwood paying \$107,999.00; and

**WHEREAS**, Clayton will be responsible for payment of the engineering costs of the Westbrook Road RFS2 Project which total engineering costs are estimated to be \$32,896.00.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the City of Clayton, Ohio, and the City of Trotwood, Ohio agree as follows:

1. Clayton agrees to be the lead agency for the Westbrook Road RFS2 Project and agrees to initially pay all costs reasonably associated with the repaving work performed on Westbrook Road during 2025.
2. Trotwood consents to the performance of work by Clayton's Repaving Contractor on

that portion of Westbrook Road that lies within the municipal boundaries of Trotwood between Salem Avenue and Cheri Lynne Drive.

3. Upon completion of the repaving work and after receipt and payment by Clayton of the costs associated therewith, Clayton will invoice Trotwood for 50% of the costs and Trotwood agrees to pay said amount to Clayton within thirty (30) days thereafter.
4. The parties agree if the total costs of the repaving are greater or less than the above repayment obligation, the costs will be appropriately adjusted to reflect the revised amount. Any increase in cost of more than 10% must be approved by Trotwood prior to payment by Clayton.
5. No interest shall be due on the unpaid amount, provided such payment is made when due. Any unpaid amounts which are past due shall accrue interest at the rate of 5% per annum.
6. Clayton's City Manager, at her option may, but is not required to, extend the repayment schedule at Trotwood's request and for valid financial reasons.
7. Clayton will pay the engineering costs associated with the Westbrook Road RFS2 Project.
8. All matters related to the implementation of this Agreement and the discharge of duties and responsibilities of each of the parties hereunto pursuant to its terms and conditions shall be effected and completed in full compliance with any and all applicable laws and regulations, State, Federal and local, including, but not limited to, prevailing wage standards.
9. This Agreement and the terms and conditions set forth herein, without reference to any material, document, or information outside the boundary of the same, shall constitute the full and complete agreement in these regards by and among the parties hereto, and shall create by and among the same only the relationship, obligations, and commitments expressly set forth herein and imposed hereby.
10. Each party agrees that it shall be liable for its actions or failure to act, but only as permitted under Chapter 2744 of the Ohio Revised Code, as the same relates to work agreed to perform hereunder regardless of the territorial jurisdiction in which such work is to be performed.
11. This Agreement may be amended, but only by written document signed by all parties hereto.
12. Both Trotwood and Clayton agree this Agreement contains the entire understanding and agreement of the parties, supersedes any previous understanding and/or agreement, and may not be modified except in writing by the mutual agreement of parties stated in Resolutions mutually adopted by each.

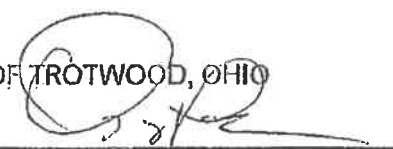
IN WITNESS WHEREOF, the parties have hereunto set their hands on this 7<sup>th</sup> day of May, 2020.

CITY OF CLAYTON, OHIO

BY:   
Amanda Zimmerlin, City Manager

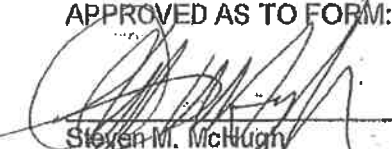
Approved Via Resolution No. R-05-20-24  
adopted on May 7, 2020.

CITY OF TROTWOOD, OHIO

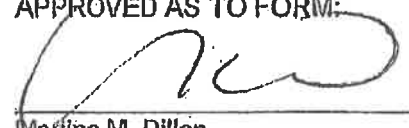
BY:   
Quincy Pope, City Manager

Approved Via Resolution No. R 20-47  
adopted on June 7, 2020

APPROVED AS TO FORM:

  
Steven M. McHugh  
Trotwood Law Director

APPROVED AS TO FORM:

  
Martina M. Dillon  
Clayton Law Director

**CERTIFICATION OF FUND AVAILABILITY- TROTWOOD**

This shall certify that the funds required to meet the municipality's obligations set forth herein during the fiscal year in which this contract is made or obligation incurred, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrance. Ref. R.C. 5705.41

  
Trotwood Finance Director

**CERTIFICATION OF FUND AVAILABILITY- CLAYTON**

This shall certify that the funds required to meet the municipality's obligations set forth herein during the fiscal year in which this contract is made or obligation incurred, has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrance. Ref. R.C. 5705.41

  
\_\_\_\_\_  
Clayton Finance Director

# CITY OF CLAYTON, OHIO

## RESOLUTION NO. R - 05 - 20 - 24

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT WITH THE CITY OF TROTWOOD TO SHARE COSTS FOR RESURFACING OF WESTBROOK ROAD FROM SALEM AVENUE TO CHERI LYNNE DRIVE AND AT A TOTAL RESURFACING COST TO THE CITY OF CLAYTON NOT TO EXCEED \$107,999.00 PLUS COST OF PROJECT ENGINEERING TO BE PAID BY THE CITY OF CLAYTON IN AN AMOUNT NOT TO EXCEED \$32,896.00**

**WHEREAS**, the Cities of Clayton and Trotwood share jurisdiction over Westbrook Road which comprises a municipal boundary between the two cities; and

**WHEREAS**, the Cities of Clayton and Trotwood applied for and were awarded a Surface Transportation Program (STP) grant from the MVRPC for the mill and fill paving of Westbrook Road from Salem Avenue to Cheri Lynne Drive; and

**WHEREAS**, the STP grant awarded constitutes 63% (\$367,781.00) of the estimated total project cost of \$583,779.00 and Clayton and Trotwood will be responsible for sharing equally the remaining 37% cost (\$215,998.00), which is \$107,999.00 to be paid by Clayton and \$107,999.00 to be paid by Trotwood; and

**WHEREAS**, in addition to payment of the aforementioned \$107,999.00 for resurfacing costs, Clayton will also pay for the engineering of the project in an amount not to exceed \$32,896.00; and

**WHEREAS**, the Cities of Clayton and Trotwood desire to enter into a Cooperative Agreement to provide for said resurfacing work on Westbrook Road from Salem Avenue to Cheri Lynne Drive and to confirm the Cities will split the costs of the Westbrook Road Resurfacing Project on a 50/50 basis with Clayton additionally paying the costs of engineering for said Project.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLAYTON, STATE OF OHIO:**

1. That the City Manager is hereby authorized to execute a Cooperative Agreement in substantially similar form as appended hereto as *Exhibit A* with the City of Trotwood for the Westbrook Road Repaving Project in order to accomplish the resurfacing of a mutually agreed to portion of Westbrook Road from Salem Avenue to Cheri Lynne Drive with Clayton paying \$107,999.00 of the cost of resurfacing and Trotwood paying \$107,999.00 of the cost of resurfacing and the remaining cost to be paid via the STP grant referenced herein and awarded by MVRPC.

2. That, in addition to paying \$107,999.00 of the resurfacing costs, Clayton will also pay the engineering costs for the Project in an amount not to exceed \$32,896.00.

3. It is hereby determined that all formal actions of this Council concerning and relating to the passage of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

3. That this Resolution shall be in full force and effect at the earliest date allowed by law.

ADOPTED BY COUNCIL ON MAY 7, 2020.

AUTHENTICATION:

  
Mayor (Presiding Officer of Council)

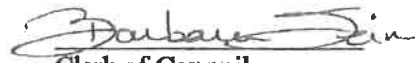
  
Clerk of Council

APPROVED AS TO FORM:

  
Law Director

#### CERTIFICATE

The undersigned Clerk hereby certifies that the foregoing is a true copy of R-05-20-24, duly adopted by the Council of the City of Clayton, Ohio on May 7, 2020, and that said enactment remains in full force and effect as of the date of this certification.

  
Clerk of Council  
City of Clayton, Ohio

Dated: May 7, 2020

#### CERTIFICATION OF PUBLICATION

This shall certify that the text of the above referenced enactment or a summary thereof was published once in the following newspaper and a summary posted in three places of public access as designated by Council.

Name of newspaper

Dayton Star

Date of publication

May 13, 2020

  
Clerk



# City of Trotwood

3035 Olive Road  
Trotwood, Ohio 45426  
937.837.7771  
www.trotwood.org

## Agenda Submission

File Number: R20-47

Agenda Date: 6/1/2020

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A.

**TITLE:**

A RESOLUTION BY THE TROTWOOD CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE CITY OF CLAYTON TO SHARE IN THE COSTS OF THE RESURFACING OF WESTBROOK ROAD FROM SALEM AVENUE TO CHERI LYNNE DRIVE WITH THE TOTAL RESURFACING COST TO THE CITY OF TROTWOOD NOT TO EXCEED \$107,999.00.

**PURPOSE:** Authorization for City Manager to execute Cooperative Surface Transportation Program Grant Agreement with MVRPC.

**DEPARTMENT:** City Manager and Public Works Department

**CONTACT INFORMATION:** Stephanie Kellum and Johnny McCluskey

**INFORMATION:** Joint project with the City of Clayton for the resurfacing of Westbrook Road from Salem Avenue to Cheri Lynne Drive.

**FISCAL & STAFF IMPACT:** Total project cost is \$583,779, of which MVRPC has awarded \$367,781 in STP funds. The City of Clayton will pay engineering/design costs. And the City of Trotwood will contribute and estimated \$107,999.

**RECOMMENDATION:** To move forward with this joint project.