

RESOLUTION NO. 53-19  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER John Beals ON  
THE 5<sup>th</sup> DAY OF August, 2019.

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE BOARD OF MONTGOMERY COUNTY COMMISSIONERS FOR THE DISTRIBUTION OF FUNDING ON AN OHIO PUBLIC WORKS COMMISSION'S STATE CAPITAL IMPROVEMENT PROGRAM GRANT AND LOAN AND AUTHORIZING THE MONTGOMERY COUNTY COMMISSIONERS TO SUBMIT A JOINT APPLICATION FOR THE OHIO PUBLIC WORKS COMMISSION'S STATE CAPITAL IMPROVEMENT PROGRAM GRANT AND LOAN FOR THE SHELDON AVENUE WATER LINE REPLACEMENT PROJECT.**

WHEREAS, a joint application to the Ohio Public Works Commission will be submitted by Montgomery County for the Sheldon Avenue Waterline Replacement project; and

WHEREAS, should grant or loan money be made available from the Ohio Public Works application, any grant funding received from the application will be divided by the final percentage of construction cost, of each entity, to the total construction cost; and

WHEREAS, any loan money received by the application shall be the responsibility of Montgomery County to credit construction costs and to repay; and

WHEREAS, the Ohio Public Works Commission requires a cooperative agreement between two jurisdictions on a joint application outlining the division of funds and construction administration; and

WHEREAS, the following agreement is only to be in force if/and when funding is received from the Ohio Public Works Commission; and

WHEREAS, the Cooperative Agreement is attached.

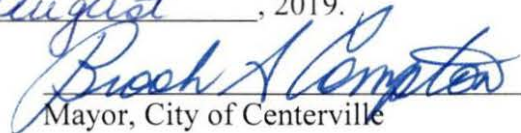
NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE,

OHIO HEREBY RESOLVES:


Section 1. That the City Manager is hereby authorized to enter into a Cooperative Agreement with the Board of Montgomery County Commissioners for the distribution of funding from an Ohio Public Works Commission's State Capital Improvement Program grant and loan authorizing the Montgomery County Commissioners to submit a joint application for the Ohio Public Works Commission's State Capital Improvement Program grant and loan for the Sheldon Avenue Waterline Replacement project. A copy of the Cooperative Agreement is set forth in Exhibit "A" and incorporated herein.

Section 2. That this resolution shall become effective immediately upon passage.

PASSED this 5<sup>th</sup> day of August, 2019.

  
Mayor, City of Centerville

ATTEST:

  
Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio hereby certifies that the foregoing is a true and correct copy of Resolution Number 53-19 passed by the Council of the City of Centerville, Ohio on the 5<sup>th</sup> day of August, 2019.

  
Clerk of Council

Approved as to form, consistency  
With existing Ordinances, the  
Charter and Constitutional Provisions.  
Department of Law  
Scott A. Liberman  
Municipal Attorney

**SHELDON MAIN REPLACEMENT  
COOPERATIVE AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 between the Board of County Commissioners of Montgomery County, Ohio, 451 W. Third Street, Dayton, Ohio 45422 (the "County") and the City of Centerville, 100 West Spring Valley Road, Centerville, Ohio 45458 (the "City").

**WITNESSETH:**

WHEREAS, the County will contract to replace water mains on Sheldon Drive between Lyons Dr and Hampton Road, within the City (the "Project"); and

WHEREAS, the City desires to complete street work within the Project; and

WHEREAS, the County will apply for Grant and Loan funding from the Ohio Public Works Commission ("OPWC"); and

WHEREAS, the County and City recognize that a joint effort to make the desired improvements to the Project will benefit the public convenience and welfare at a significant cost savings to both jurisdictions compared to undertaking the improvements separately;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereby agree as follows:

**ARTICLE ONE: Cost Participation - Engineering Phase**

The County will contract with a qualified, competent consulting engineering firm to obtain all engineering work and documents required to complete the Project, except as described under the City's responsibilities below. The County will prepare plans for reconstruction of all water lines and appurtenant work. The City will prepare supplemental notes and specifications for all resurfacing and ancillary street work.

**ARTICLE TWO: Cost Participation – Construction Phase**

The County will contract for construction of the Project and will secure or provide all funding necessary to complete the Project, except as described under the City's responsibilities below.

Water Work: The County agrees to pay the cost of construction of the water line relocation and appurtenant work at an estimated cost of \$339,490.00, funds to come from the internal Water Fund.

Street Work: The City agrees to pay the cost of the street work construction at an estimated cost of \$277,812.50, less any grant allocation from OPWC, to the County, funds to come from the Street and Sidewalk Repair Program SS-1 funds within the Capital Improvement Budget. Upon the completion of all work, the County shall submit to the City satisfactory



**SHELDON WATER MAIN REPLACEMENT  
COOPERATIVE AGREEMENT**

documentation regarding actual costs and expenses for the Street Work. The City agrees to pay for approved work, less allocation from OPWC monies, within 45 days of receipt of invoice.

If the City fails to approve in writing the final cost statements issued by the County or provide a detailed explanation of disapproval, then 30 days following the County's submission of the actual costs and expenses to the City, the costs and expenses submitted by the County shall be considered approved and final. If the County and City cannot mutually agree on the actual costs and expenses within 60 days following the date of initial submission of costs by the County, then the parties agree to submit the matter to a mutually agreed upon mediator, with an attempt to reach agreement within 45 days.

The County anticipates receiving reimbursement from the Ohio Public Works Commission (OPWC) for eligible construction costs on the Project, including the water line relocation and street work. The parties agree to allocate the total reimbursements from OPWC for eligible construction phase activities as follows:

<u>Party</u>	<u>% of Allocation Received</u>	<u>Source</u>
City of Centerville	Approx. 45.00%	(Grant Only)
County	Approx. 55.00%	(Grant)
County	100%	(Loan)

Reimbursements from OPWC shall be reflected in the final amounts owed to the County upon completion of the project.

**ARTICLE THREE: Term**

The term of this Agreement shall commence on the date of the execution by all parties and shall terminate on December 31, 2022.

**ARTICLE FOUR: Modification and Severability**

This Agreement constitutes a total integration of the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

If any term of provision of this Agreement, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**ARTICLE FIVE: Termination**

This Agreement may be terminated by either the City or County upon notice, in writing, delivered upon the other party at least 60 days prior to the effective date of termination. This Agreement may be terminated by either party, should OPWC funding not be granted.

**SHELDON WATER MAIN REPLACEMENT  
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**ARTICLE SIX: Signature**

The County hereby acknowledges that this Agreement must be signed and returned to Montgomery County by the City within 30 days of receipt of said Agreement for signature or this Agreement may be cancelled and voided by Montgomery County.

**SHELDON WATER MAIN REPLACEMENT  
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IN WITNESS WHEREOF, the parties hereto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**WITNESS:**

**BOARD OF COUNTY COMMISSIONERS  
MONTGOMERY COUNTY, OHIO**

\_\_\_\_\_  
Signature

By \_\_\_\_\_

\_\_\_\_\_  
Signature

By \_\_\_\_\_

\_\_\_\_\_  
Signature

By \_\_\_\_\_

**OR**

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Michael Colbert, County Administrator

APPROVED AS TO FORM:  
MATHIAS H. HECK, JR.  
Prosecuting Attorney for Montgomery County, Ohio

By \_\_\_\_\_  
Assistant Prosecuting Attorney

Date: \_\_\_\_\_

**WITNESS:**

**CITY OF CENTERVILLE, OHIO**

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Signature

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott A. Liberman, Municipal Attorney