

RESOLUTION NO. 51-13
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Doug Cline ON THE 21st
DAY OF October, 2013.

A RESOLUTION RATIFYING ACTIONS OF THE CITY MANAGER,
ON BEHALF OF THE CITY OF CENTERVILLE, IN SIGNING A JOINT
PROJECT AGREEMENT FOR WOODBOURNE LIBRARY EGRESS
DRIVE BETWEEN THE CITY AND THE WASHINGTON-
CENTERVILLE PUBLIC LIBRARY DATED ON SEPTEMBER 3, 2013.

WHEREAS, the City of Centerville and the Washington-Centerville
Public Library ("Library") have identified the Woodbourne Library Egress Drive
Project to provide a connection of a driveway and bridge across the Woodbourne
Ditch from North Village Drive through the library's property to provide easier
and safer access to State Route 48; and

WHEREAS, the parties wish to cooperate in the funding, design and
construction of the access drive; and

WHEREAS, it is in the best interests of the City to assist the Library with
this project.

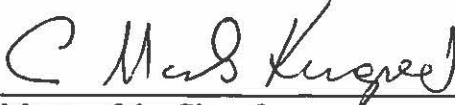
NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE
HEREBY RESOLVES:

Section 1. That the City Council hereby ratifies the action of the City
Manager in signing the agreement with Washington-Centerville Public Library
which is set forth in Exhibit "A", a copy which is attached as Exhibit "A" and
incorporated herein.

Section 2. That the City Manager is authorized to take all steps
necessary to carry out the terms of the Agreement.

Section 3. This resolution becomes effective on the earliest date
allowed by law.

PASSED THIS 21st day of October, 2013.



Mayor of the City of
Centerville, Ohio

ATTEST:

Debra A. James
Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 51-13, passed by the Council of the City of Centerville, Ohio on the 21st day of October, 2013.

Debra A. James
Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney

**JOINT PROJECT AGREEMENT
FOR
WOODBOURNE LIBRARY EGRESS DRIVE**

JOINT PROJECT AGREEMENT made at Centerville, Ohio this 3 day of September, 2013 by and among The City of Centerville, Montgomery County, Ohio, an Ohio municipal corporation, ("City") and Washington-Centerville Public Library ("Library").

WITNESSETH:

WHEREAS, the parties have identified and presented the Woodbourne Library Egress Drive Project, which includes a connection of a driveway and bridge across the Woodbourne Ditch from North Village Drive through the Library property (the "Project") as a plan to permit public egress from properties located along the east side of State Route 48 between North Village Drive and the property owned by the Washington Township Public Library, aka Washington-Centerville Public Library, 6060 Far Hills Ave.; and

WHEREAS, the parties intend to cooperate in creating a private drive to permit library visitors a safer and easier exit when leaving the Library for southbound State Route 48; and

WHEREAS, if the Project moves forward, it will require certain activities to be undertaken by the parties in regard to construction and maintenance of the Project; and

WHEREAS, the parties are willing to undertake the Project provided that the conditions stated herein are met; and

WHEREAS, the Library has entered into a Memorandum of Understanding with Washington Township ("Township") for the Township's financial contribution towards this project, but the Township is not a party to this Agreement; and

WHEREAS, the Project might benefit future parties, not yet identified, but who are intended to be permitted to participate in the benefits and responsibilities towards the Project, including but not limited to, Montgomery County, Ohio and/or parties located to the north of the Project.

NOW THEREFORE, in consideration of the foregoing recitations and the benefits to them mutually accruing, the parties hereto agree as follows:

A. PRE-CONSTRUCTION PHASE:

1. The City shall coordinate engineering, project design, bidding, construction and oversight of the Project, as more generally depicted on the Exhibit attached hereto.

2. The City shall provide its share of the funds to the Library prior to acceptance of bids for the project (exclusive of City staff time) and only upon the Township's contribution of funds.
3. If the project does not progress to the construction phase, the City shall be responsible up to one-third (1/3rd) of the costs of design, bidding, and all other pre-construction costs.

B. FUNDING:

1. The estimated Project cost is \$ 455,000.00 ("Project Cost"). The City will contribute one-third (1/3rd) of the Project Cost in an amount not exceeding Fifty Thousand and no/100 Dollars (\$50,000.00). The Library will contribute financially the remaining Project Cost. The Library is responsible for seeking contribution from the Township. If Montgomery County agrees in the future to ongoing maintenance of the bridge for the Project, it may contribute financially to the Project as well.
2. If Montgomery County does not contribute financially to the Project, the City will contribute up to \$50,000 to fund one third (1/3rd) of the Project and the Library will contribute the remaining funds for the Project.
3. Should Montgomery County opt to contribute financially to the Project, the cost of the project minus the amount contributed by Montgomery County will be funded as follows:
 - a. 25% paid by the City up to \$50,000
 - b. Balance paid by the Library minus City and County contributions

C. OWNERSHIP

If Montgomery County does not agree to the future maintenance of the Project, the egress drive and bridge shall remain a private drive owned and maintained by the Library and not dedicated as a public street at the time of construction or at any point in the future.

D. STATUS UPDATES

The City agrees periodically to provide the Library with progress updates for construction of the Project.

E. MAINTENANCE

1. If Montgomery County does not agree to future maintenance of the Project, resulting in the egress drive and bridge across Woodbourne Ditch being owned by the Library,

the Library shall be responsible for all maintenance and repair, including snow removal from the egress drive, sidewalk, and bridge.

2. If County does not maintain the bridge, the City shall only pay up to one-third (1/3rd) of the annual out-of-pocket bridge inspection costs and Library shall pay the remaining amount. The City shall coordinate the annual inspections and then invoice the Library for two-thirds (2/3rd) of the costs.

F. FUTURE IMPROVEMENTS

1. If it is determined by the parties as necessary to have street lighting at the North Village Drive intersection and/or along the egress drive, its construction shall be included in the Project cost.
2. The maintenance of one street light at the intersection of the egress drive and North Village Drive shall be the responsibility of the City as part of the City's annual street lighting program, as long as the light is standard DP&L lighting. The future maintenance of any other lighting shall be the responsibility of the Library.

G. FUTURE PARTIES TO THE NORTH OF THE PROJECT

1. Should future property owners to the immediate north of the Project desire access to the Woodbourne egress drive south to North Village Drive, said future owner(s) shall pay all of the future owner(s) costs to add onto the drive and a pro rata share of improvement costs that have been borne by the Library, taking into account the number of years since the project was built and the yearly maintenance of the Project. Assuming the future owner(s) pay their share of the costs, the Library will grant cross easements for such access and future maintenance cost sharing. If the Library and future owner(s) are unable to reach agreement, the City of Centerville will agree to first attempt to mediate the dispute, but shall ultimately serve as the final arbitrator for the agreement.
2. If the Library chooses to install a driveway for the purposes of a book drop-off on the south side of the Woodbourne Library building, such costs shall be the Library's sole responsibility for said improvement.
3. Any costs associated with improvements north of the bridge on the Library's property will be the Library's costs, other than normal tapering or adjustment of pavement due to the bridge elevation.
4. Ditch maintenance will continue to be the adjacent property owner's responsibility.

H. NOTICE

Any notice, communication, request, reply, or advice ("notice") required or permitted to be given, made, or accepted by any party to the other under this Agreement must be in writing and may be given or be served by depositing it in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested or by delivering it in person to the party. Notice deposited in the mail in the manner described in this paragraph shall be effective only if and when received by the party to be notified. For purposes of notice, the addresses of the parties shall, until changed as provided in this Agreement, be as follows:

City of Centerville, Ohio
Attn: City Manager
100 West Spring Valley Road
Centerville, OH 45458

Washington-Centerville Public Library
Attn:
111 West Spring Valley Road
Centerville, OH 45458

I. AMENDMENT AND WAIVER

This Agreement may be amended or modified at any time and in all respects, and any provision may be waived, by an instrument in writing executed by all of the parties, or by any of them in case of a waiver.

J. ASSIGNMENT

Neither this Agreement nor any right created by this Agreement shall be assignable by any party without the prior written consent of the other parties. Nothing in this Agreement, expressed or implied, is intended to confer on any person, other than the parties and their successors, any rights or remedies under or by reason of this Agreement.

K. APPLICABLE LAW

It is the intention of the parties that the laws of the State of Ohio shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties. All legal disputes arising from this Agreement shall be filed in the courts of Montgomery County, Ohio.

L. INTEGRATED AGREEMENT

This Agreement constitutes the entire agreement among the parties, and there are no agreements, understandings, restrictions, warranties, or representations among the parties other than those set forth or provided for in this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date.

CITY OF CENTERVILLE, OHIO

By: [Signature]
Print: Wendy S. Head
Its: CITY MGR.

WASHINGTON-CENTERVILLE PUBLIC LIBRARY

By: [Signature]
Print: RANDELL P. BOWLING
Its: PRESIDENT, BOARD OF TRUSTEES

Approved as to form:

[Signature]
Scott A. Liberman
Municipal Attorney

VERSION.SAL.8-30-2013