

RESOLUTION NO. 33-07
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER James Singer ON THE
20th DAY OF August, 2007.

A RESOLUTION AUTHORIZING AN AGREEMENT
WITH MONTGOMERY COUNTY RELATED TO THE
RELOCATION AND UPGRADE OF THE MASTER
METER PIT AT THE NORTHWEST CORNER OF CLYO
ROAD AND WILMINGTON PIKE.

WHEREAS, The City of Centerville, in doing Wilmington Pike Improvements-
Phase I, found it necessary to relocate the master meter pit maintained by Montgomery
County, and

WHEREAS, Montgomery County Sanitary Engineering Department asked for
modifications to the meter pit to allow for easier maintenance in the future, and

WHEREAS, Montgomery County agreed to participate in the cost of the
upgrades.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY
RESOLVES:

Section 1. That the City Manager is hereby authorized and directed to do all
things necessary to execute an agreement with Montgomery County for reimbursement
of the cost of items associated with the relocation and upgrade of the master meter pit
at Clyo Road and Wilmington Pike. A copy of said agreement is attached hereto,
made a part thereof and marked as Exhibit "A."

Section 2. That the Clerk is directed to send a certified copy of this
Resolution to the Montgomery County Sanitary Engineering Department.

PASSED this 20th day of August, 2007.

E. Mark Kenzler
Mayor of the City of Centerville, Ohio

ATTEST:

Debra A. James
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 33-07, passed by the Council of the City of Centerville, Ohio, on the 20th day of August, 2007.

Debra A. James
Clerk of Council

Approved as to form, consistency
with existing Ordinances, the Charter
and Constitutional Provisions.

Department of Law
Scott A. Liberman
Municipal Attorney

COST PARTICIPATION AGREEMENT
WILMINGTON PIKE PHASE I
PROJECT NO. 130054-50

THIS AGREEMENT entered into this _____ day of _____, 2007 between the Board of County Commissioners of Montgomery County, Ohio, hereinafter called the "County" and the City of Centerville, Ohio hereinafter called the "City".

WITNESSETH

WHEREAS, the City desires to widen Wilmington Pike from corner of Clio Road north approaching I-675 within the City; and

WHEREAS, the City has modified, storm sewer, sidewalks, curb and gutter along Wilmington Pike; and

WHEREAS, the project removes surface area from the corner of Wilmington Pike and Clio Road, placing the existing master meter pit partially within the roadway; and

WHEREAS, the County has existing water lines, fire hydrants and the master meter pit which will conflict with the installation of the curbs and sidewalk, thus requiring the fire hydrants and master meter pit to be relocated; and

WHEREAS, the City has agreed to pay for the relocations of the existing fire hydrants and master meter pit out of proposed sidewalks and roadway; and

WHEREAS, the County is asking for modifications of the meter pit to allow for easier maintenance in the future, without affecting customers uninterrupted service and the County will participate in the cost; and

WHEREAS, the County will require the removal of a 12" valve on the active water main which feeds the existing master meter pit, which is to be abandoned. This removal will require the main to be shut down and a boil order enacted. This boil order would affect many restaurants and businesses in the City and in Greene County; and

WHEREAS, the County recommended the placement of an "Insert-a-Valve" in the water main to allow the removal of the valve without affecting any customers and the County will participate in the cost to minimize water service interruption to Greene County and Montgomery County customers, and;

WHEREAS, the County has reviewed and approved the plans, which include the installation of, an "Insert-a-Valve" and master meter pit up-grades.

COST PARTICIPATION AGREEMENT
WILMINGTON PIKE PHASE I
PROJECT NO. 130054-50

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

ARTICLE ONE: Scope of Services (City)

The City hereby agrees to design, finance, obtain the necessary easements and Right-Of-Ways and construct the project known as "WILMINGTON PIKE PHASE I". The City agrees to have said plans reviewed and approved by the County Sanitary Engineering Department. Said design and construction, of affected water utilities, shall be in full compliance with the County's Rules and Regulations and construction standards.

ARTICLE TWO: Scope of Services (County)

The county agrees to participate in the cost of up-grading the master meter pit and the installation of the "Insert-a-Valve" in the amount not to exceed Fifteen Thousand, Nine Hundred Forty-Nine Dollars and Seventy-Two Cents (\$15,949.72). The County also agrees to furnish inspection and permits for inspection of the water work. The final County cost participation will be based on County approved pay estimates for the water work.

ARTICLE THREE: Term

The term of this agreement shall be from the date of the execution by all parties and shall terminate on December 31, 2008.

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 or 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 tremor 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 contract shall be valid and enforced to the fullest extent permitted by law.

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ARTICLE FIVE: Termination

This agreement may be terminated by either party upon notice, in writing, delivered upon the other party sixty (60) days prior to the effective date of termination.

ARTICLE SIX: Signature

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

PROJECT NO. 130054-50

IN WITNESS WHEREOF, the parties have hereto set their hands this
_____ day of _____, 2007.

WITNESS:

**BOARD OF COUNTY
COMISSIONERS
MONTGOMERY COUNTY, OHIO**

Signature

By _____
Deborah A. Lieberman, President

Signature

By _____
Judy Dodge

Signature

By _____
Dan Foley

OR

By _____
Deborah A. Feldman,
Administrator

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

By _____
Marcell Dezarn,
Assistant Prosecuting Attorney
Date _____

WITNESS:

CITY OF CENTERVILLE, OHIO

Signature

By _____
Signature

Print Name _____

Title _____

APPROVED AS TO FORM:
City Attorney

By _____
Signature