

RESOLUTION NO. 45-95
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Sally Beels ON THE
17th DAY OF July, 1995.

A RESOLUTION AUTHORIZING AND DIRECTING
THE CITY MANAGER TO ENTER INTO AN
AGREEMENT BETWEEN THE CITY OF CENTERVILLE
AND THE BOARD OF COUNTY COMMISSIONERS
OF MONTGOMERY COUNTY FOR PERMANENT
REPAIR OF ROADWAYS NECESSITATED BY WATER
AND SEWER REPAIRS.

WHEREAS, the City of Centerville and Montgomery County are desirous of improving the response time and quality of needed repairs to City roadways necessitated by normal County water main breaks, sewer maintenance, and manhole and valve box grade adjustments, and

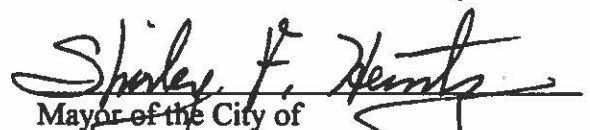
WHEREAS, Montgomery County is willing to enter into an Agreement with the City of Centerville to provide the City the authority to arrange for permanent repairs to roadways made necessary by County repairs and adjustments for which service the County will reimburse the City.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY
RESOLVES:

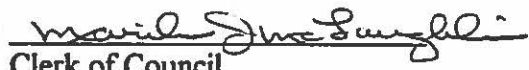
Section 1. That the City Manager is hereby authorized and directed to enter into an Agreement between the City of Centerville, Ohio and the Board of County Commissioners of Montgomery County in order that needed repairs may be made to City roadways necessitated by normal County water main breaks, sewer maintenance, and manhole and valve box grade adjustments, a copy of said Agreement attached hereto and incorporated herein, as Exhibit "A".

Section 2. This Resolution shall become effective immediately upon passage.

PASSED THIS 17th day of July, 1995.

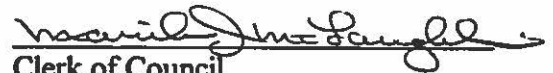

Mayor of the City of
Centerville, Ohio

ATTEST:


Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 45-95, passed by the Council of the City of Centerville, Ohio, on the 17th day of July, 1995.


Clerk of Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions.

Department of Law
Robert N. Farquhar
Municipal Attorney

AGREEMENT

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE CITY OF CENTERVILLE HEREINAFTER REFERRED TO AS THE "CITY", AND THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, HEREINAFTER REFERRED TO AS THE "COUNTY".

WITNESSETH:

WHEREAS, the City and County are desirous of improving the response time and quality of needed repairs in City roadways necessitated by normal County water main breaks and sewer maintenance; and

WHEREAS, the City and County are desirous of improving the response time and quality of needed County manhole and valve box grade adjustment in City roadways necessitated by City road improvement projects; and

WHEREAS, such Agreement is authorized per 307.15 O.R.C.

NOW, THEREFORE, the cost of such Agreement shall not exceed \$20,000 for water main breaks and valve box adjustment, and \$7,000 for sewer maintenance and manhole adjustments; and

I. Pertaining to Valve Box and Manhole Adjustments:**The City Agrees to:**

1. Contract with a bonded contractor of the City's choice to adjust valve boxes and manholes to grade using standard manhole and valve box riser rings;
2. Supervise and inspect work done by contractor;
3. Contact the County for approval of work that is found to be greater than a normal routine adjustment;
4. Hold the County harmless and release the County of liability for repairs made by the City on City roadways;
5. Bill the County monthly. Billing statement shall include the actual cost plus ten percent (10%) service charge to compensate the City for above mentioned work.
6. Accept billing, ascertain validity of same and make payment to the contractor on a timely basis;

The County Agrees to:

1. Pay the City within thirty (30) days of receipt of billing statement.

The Contractor's cost during the agreement period shall not exceed:

Manhole	\$215 each
Valve Box	\$150 each

II. Pertaining to Pavement Restorations

Following a water main break or sewer maintenance within a paved City roadway...

The City Agrees to:

1. Contract with a bonded contractor of City choice to make repairs conforming to City specifications;
2. Supervise and inspect work done by the contractor;
3. Contact the County for approval of work that is found to be of larger quantity than a normal routine repair;
4. Hold the County harmless and release the County of liability for repair made by the City on City roadways;
5. Accept billing, ascertain validity of same and make payment to the contractor on a timely basis.
6. Bill the County monthly. Billing statement shall include the actual cost plus ten percent (10%) service charge to compensate the City for above mentioned work.

The County Agrees to:

1. Make all initial temporary road repairs with cold patch prior to opening the roadway to traffic and make all follow-up temporary repairs until the permanent repair has been initiated; such repairs to consist of properly densified backfill and a covering of temporary asphalt patch material (i.e. cold patch).
2. Make initial and final repairs to City roadways for major repair work which is beyond the normal maintenance work required of a routine break;
3. Inform the City Service Department within 48 hours of water main break or sewer work;

4. Hold the City harmless and release the City of liability for repairs made by the County on City roadways;
5. Pay the City within thirty (30) days of receipt of billing statement as described below.

The Contractor's cost during the agreement period shall not exceed:

Concrete Repair - \$100 per square yard (9" thick)
 Concrete Repair - \$ 50 per square yard (4 1/2" thick)
 Asphalt Repair - \$ 10 per square foot
 Lawn Repair - \$ 20 per square yard

This contract shall remain in effect for one year from the date noted below.

Agreed to this 27th day of June, 1995.

WITNESS:

BOARD OF COMMISSIONERS OF
MONTGOMERY COUNTY, OHIO

By _____

By _____

By _____

Juanita M. Hume

or

By Donald A. Vermillion

Donald A. Vermillion
County Administrator
Montgomery County, Ohio

WITNESS FOR CENTERVILLE:

CITY OF CENTERVILLE

By _____

By _____

APPROVED AS TO FORM:
Mathias Heck, Jr.
Prosecuting Attorney

By Marcell N. Deam
Assistant Prosecuting Attorney