

RESOLUTION NO. 14-23
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER John Palcher ON THE 6th
DAY OF February, 2023.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER, ON BEHALF OF THE CITY OF CENTERVILLE, TO EXECUTE A PARTICIPATION AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO, FOR COOPERATION WITH THE RESURFACING PROGRAM ON ALEX-BELL ROAD IN THE CITY OF CENTERVILLE.

WHEREAS, the City of Centerville has planned its Centerville Resurfacing Program for 2023, which includes a portion of Alex-Bell Road located outside the city limits (the "Project"); and

WHEREAS, the County is responsible for the maintenance of a certain section of Alex-Bell Road, located in Washington Township, and in the interest of time and cost savings, desire to participate in the Project; and

WHEREAS, the City shall be the lead agency for the Project; and

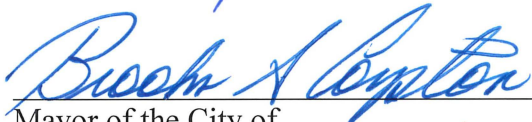
WHEREAS, the County agrees to pay 100% of the costs associated with County Work on the project currently estimated at \$11,700.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:

Section 1. That the City Manager is hereby authorized and directed to execute a Participation Agreement with the Board of County Commissioners of Montgomery County, Ohio for the Project. A copy of said Participation Agreement is attached hereto as Exhibit "A" and incorporated herein.

Section 2. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 6th day of February, 2023.



Mayor of the City of
Centerville, Ohio

ATTEST:



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. 14-23, passed by the Council of the City of Centerville, Ohio on the 6th day of February, 2023.



Clerk of the Council

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

PARTICIPATION AGREEMENT

between

THE CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO

and

THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO,

THE MONTGOMERY COUNTY ENGINEER'S OFFICE,

relating to the

Alex-Bell Road & Loop Road Concrete & Resurfacing Project 2023

dated

January 25, 2023

Alex-Bell Road & Loop Road Concrete & Resurfacing Project 2023

This is an Agreement by and between the City of Centerville, 100 West Spring Valley Road, Centerville, Ohio 45458 (the “City”) and the Board of County Commissioners of Montgomery County, Ohio, 451 W. Third Street, Dayton, Ohio 45422, (the “County”) and through the Board’s project agent, the Montgomery County Engineer (the “Engineer”), entered into as of the last date of approval by the County.

WHEREAS, **Alex-Bell Road & Loop Road Concrete & Resurfacing Project 2023**, (hereinafter “the Project”) will involve the resurfacing of various designated city-maintained roadways throughout the City of Centerville; and

WHEREAS, as part of the Project, the City will resurface Alex-Bell Road, a designated city road from the City’s western corporation limit to S.R. 48; and

WHEREAS, the County and the Engineer are responsible for the maintenance of a certain section of Alex-Bell Road, located in Washington Township, and in the interest of time and cost savings, desire to participate in the Project; and

WHEREAS, said county-maintained section of Alex-Bell Road is located between the above-described City’s western corporation limit, west 106 feet, to the existing bridge over I-675, as shown on Exhibit A, attached, and hereinafter referred to as the “County’s Work”; and

WHEREAS, this Agreement pertains only to the County’s Work, and does not pertain to sections of roadway located outside the County’s jurisdiction; and

WHEREAS, the City, the County, and the Engineer recognize that a joint effort to include the County Work, as part of the Project, will benefit the public convenience, safety, and welfare at a cost and time savings to both jurisdictions; and

WHEREAS, the parties hereto agree that any and all of the terms, conditions, and provisions of this Agreement shall be binding upon and shall inure to the benefit of the City of Centerville, the Board of County Commissioners of Montgomery County, Ohio and the

Montgomery County Engineer's Office, and its elected officials, duly authorized employees, agents, successors and assigns.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein set forth, and with the execution of this Agreement, the City, the County, and the Engineer agree as follows:

- I. General:** The City agrees to design and construct the Project. The City agrees to provide construction plans showing the County Work to the Engineer for its review. The County and Engineer, however, agrees that the City will be the lead agency for the Project, and that the City will contract directly for all goods and services required to deliver the Project. As lead agency, the County and Engineer agrees that the City shall have final Project decision and approval making authority on all matters pertaining to the Project.

- II. Construction:** The County and the Engineer agree to pay 100.0% of the costs associated with the County Work, which is currently estimated at \$11,700.00.

The City agrees to provide all construction engineering services for the Project. Construction engineering services shall include construction inspection, material testing, field office procurement, and other contracted expenses related to construction inspection.

The County and Engineer agree that prior to the City advertising the Project's construction bid documents, the City will invoice the Engineer for their estimated full portion of the construction costs. The Engineer shall remit payment to the City within 30 days of receipt of the City's invoice. Upon completion of construction, the actual costs incurred for construction will be determined, and adjustment of the Engineer's funding responsibility (either credit or debit) will be calculated, and a final settlement payment will be made between the City and Engineer within 90 days of the final construction inspection. No credit for in-kind services performed by the City or the Engineer will be considered.

III. Modification, Severability, and Governing Law: 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.

This contract is governed by the laws of the State of Ohio. 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 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.

IV. Signature: The County and Engineer hereby acknowledge that this Agreement must be signed and returned to the City by the County within thirty (30) days of receipt of said Agreement for signature or this Agreement may be cancelled and voided by the City.

IN WITNESS WHEREOF, the parties hereto set their hands this ____ day of _____, 2023

WITNESS:

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

Signature

By: _____
Deborah A. Lieberman, President

Signature

By: _____
Judy Dodge

Signature

By: _____
Carolyn Rice

OR

Signature

By: _____
Michael Colbert, Administrator

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

By _____
Assistant Prosecuting Attorney

Date: _____

WITNESS:

**CITY OF CENTERVILLE,
MONTGOMERY COUNTY, OHIO**

Signature

By: _____

Signature

By: _____

Signature

By: _____

APPROVED AS TO FORM:

Law Director

CERTIFICATION OF FUNDS:

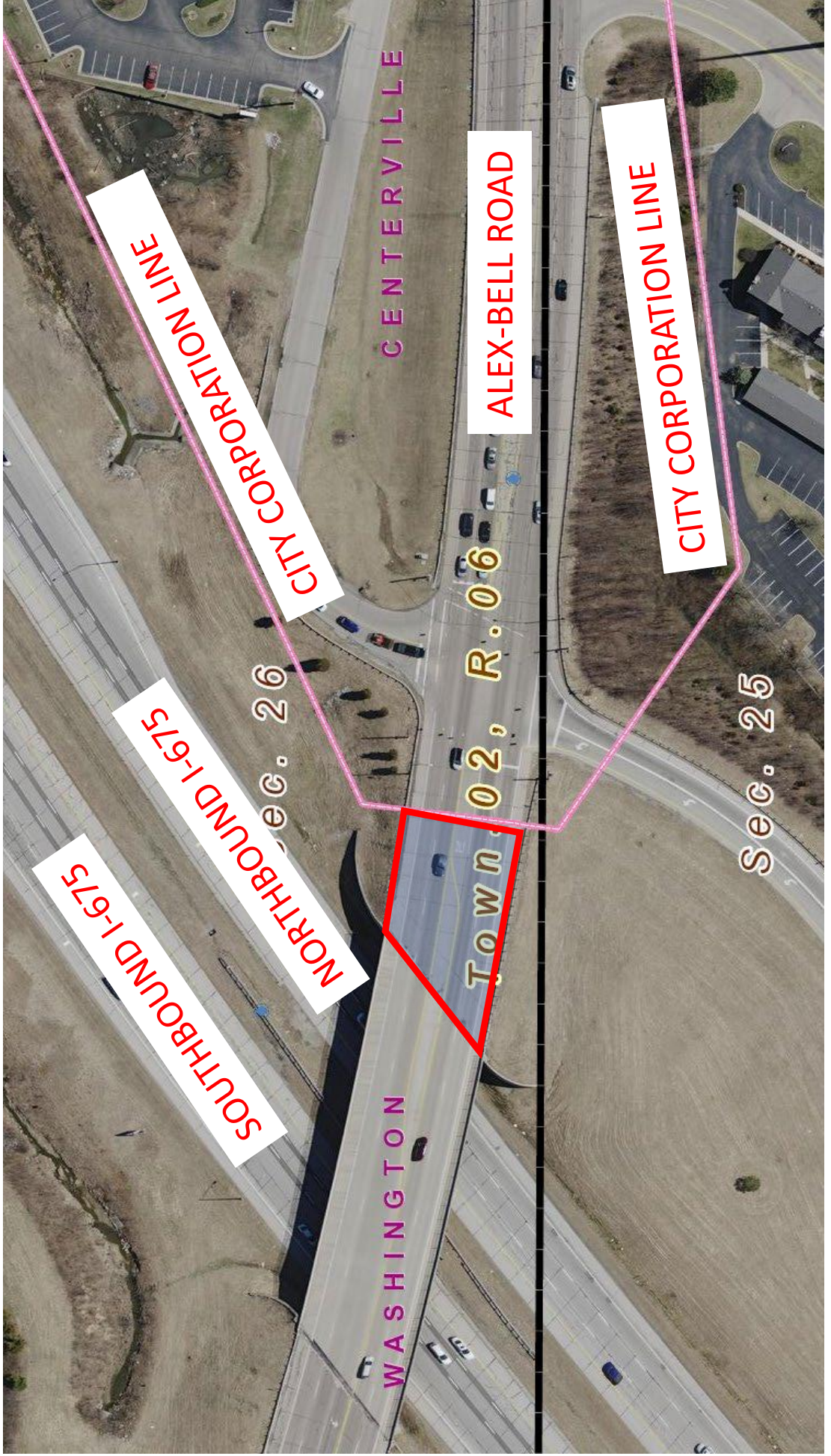
Date: _____

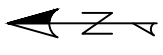
Finance Director

EXHIBIT A
ALEX-BELL ROAD RESURFACING



 = MONTGOMERY COUNTY SECTION





Alex-Bell Road & Loop Road Concrete & Resurfacing Project 2023 (Exhibit B)

Montgomery County Paving Limits
on West Alex-Bell Road



City of Centerville Paving Limits
on West Alex Bell Road



City of Centerville Paving Limits
on Loop Road