

RESOLUTION NO. 83-24
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Behinda Kenley ON THE 12th
DAY OF August, 2024.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER, ON BEHALF OF THE CITY OF CENTERVILLE, TO EXECUTE A COST SHARING AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO AND THE MONTGOMERY COUNTY ENGINEER'S OFFICE FOR THE YANKEE STREET RESURFACING PROJECT IN THE CITY OF CENTERVILLE.

WHEREAS, the City of Centerville is planning to perform capital improvements to the public infrastructure of Yankee Street from Winding Green Way to the City's northern corporation limit (the "Project"); and

WHEREAS, Yankee Street falls under the jurisdiction of both the City of Centerville and Montgomery County; and

WHEREAS, The City of Centerville and Montgomery County through the Board's project agent, the Montgomery County Engineer's Office agree to split the cost of the Yankee Street Resurfacing Project based on the percentage of area owned by each jurisdiction; and

WHEREAS, the City is the lead agency for the Project; and

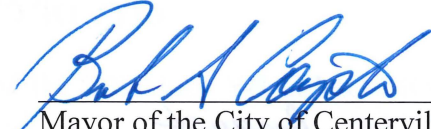
WHEREAS the County agrees to pay the costs associated with the resurfacing of the County-maintained section of Yankee Street, currently estimated at \$236,016.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager be and is hereby authorized to execute the Cost Sharing Agreement for the Yankee Street Resurfacing Project with the Board of County Commissioners of Montgomery County, Ohio for the Project. A copy of said Cost Sharing Agreement is attached hereto as Exhibit "A" and incorporated herein.

Section 2: This resolution shall take effect at the earliest date allowed by law.

PASSED THIS 12th day of August, 2024.



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. 83-24, passed by the Council of the City of Centerville, Ohio on the 12th day of August, 2024.



Clerk of the Council

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

Exhibit "A"

DRAFT

Cost Sharing 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

Centerville Yankee Street Resurfacing

dated

_____, 2024

Centerville Yankee Street Resurfacing

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 “Board”), by and through the Board’s project agent, the Montgomery County Engineer (the “County Engineer”), entered into as of the last date of approval by the Board.

WHEREAS, Centerville’s Yankee Street Resurfacing Project (hereinafter “the Project”) will involve the resurfacing of Yankee Street; and

WHEREAS, Yankee Street, from Winding Green Way to the City’s northern corporation limit, as shown in yellow on Exhibit A, is within the municipal boundary limits of the City, and as such, is a designated City Street, under the care, custody, and control of the City; and

WHEREAS, Yankee Street, from above-described City’s northern corporation limit to Spring Valley Pike, as shown in blue on Exhibit A, is located within Washington Township, and is a designated County Road under the care, custody, and control of the Board and the County Engineer; and

WHEREAS, the City, in the interest of efficiency and time and cost savings, desires to include the above-reference County-maintained section of Yankee Street within the Project; and the Board and the County Engineer likewise desire to participate in the Project; and

WHEREAS, this Agreement pertains only to the County-maintained section of Yankee Street, and does not pertain to any other sections of roadway located outside the County’s jurisdiction; and

WHEREAS, the City, the Board, and the County Engineer recognize that a joint effort to include the County-maintained section of Yankee Street, 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 Board, and the County Engineer agree to jointly finance the construction of the Centerville Yankee Street Resurfacing according to the following terms:

- I. **General:** The City agrees to design and construct the Project. The City agrees to provide construction plans concerning the above-described County-section of Yankee Street to the County Engineer for its review. The Board and the County Engineer, however, agree 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. The Board and the County Engineer agree that the City, as lead agency, shall have final Project decision and approval making authority on all matters pertaining to the Project.

- II. **Construction:** The Board and the County Engineer agree to pay the costs associated with the resurfacing of the County-maintained section of Yankee Street, which is currently estimated at \$92,405.00 .

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

The Board and the County Engineer agree that prior to the City advertising the Project's construction bid documents, the City will invoice the County Engineer for the estimated full portion of the construction costs related to the resurfacing of the County-maintained section of Yankee Street. The County 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 any adjustment of the County Engineer's funding responsibility (either credit or debit) will be calculated, and a final settlement payment will be

made between the City and County Engineer within 90 days of the final construction inspection. No credit for in-kind services performed by the City or the County 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 Board and the County Engineer hereby acknowledge that this Agreement must be signed and returned to the City by the Board 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 _____, 2024.

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