

RESOLUTION NO. 91-24
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Mark Engert ON THE 9th
DAY OF September, 2024.

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER, ON BEHALF OF THE CITY OF CENTERVILLE, TO EXECUTE AN AGREEMENT FOR MAINTENANCE AND IMPROVEMENT OF SPECIFIC ROAD SECTIONS AND SIGNALIZED INTERSECTIONS ALONG THE CITY OF CENTERVILLE MUNICIPAL BOUNDARY WITH THE BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO AND THE MONTGOMERY COUNTY ENGINEER.

WHEREAS, the City of Centerville and Montgomery County share ownership and control of various roadways and traffic signals along the corporate boundary of the City; and

WHEREAS, the City and the County intend to share in the cost and responsibilities for maintenance, repair, and replacement of various items; and

WHEREAS, The City and the County desire to enter into an agreement for the maintenance and improvement of specific road sections and signalized intersections along the City boundaries along Sheehan Road, Social Row Road/Austin Boulevard, Paragon Road, and Yankee Street; and

WHEREAS, a shared maintenance agreement will help to resolve any inefficiencies and allow better cooperation for those roadways.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager be and is hereby authorized to execute the Agreement for the Maintenance and Improvement of specific Road Sections and Signalized Intersections Along the City of Centerville Municipal Boundary with the Board of County Commissioners of Montgomery County, Ohio and the Montgomery County Engineer. A copy of said 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 9th day of September, 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. 91-24, passed by the Council of the City of Centerville, Ohio on the 9th day of September, 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

AGREEMENT

**FOR MAINTENANCE AND IMPROVEMENT OF SPECIFIC ROAD SECTIONS
AND SIGNALIZED INTERSECTIONS ALONG THE CITY OF CENTERVILLE
MUNICIPAL BOUNDARY**

THIS MAINTENANCE AND IMPROVEMENT AGREEMENT (“Agreement”) is made and entered into on this _____ day of _____, 2024, by and between the City of Centerville, Montgomery County, Ohio, an Ohio Municipal Corporation (“CITY of CENTERVILLE”) and the Board of Commissioners of Montgomery County, Ohio, a political subdivision of the State of Ohio (“the BOARD”) and the Montgomery County Engineer, Paul W. Gruner (“the COUNTY ENGINEER”).

WITNESSETH

In consideration of the terms and conditions hereinafter stated, the Parties hereto agree as follows:

1.0 AUTHORITY

- (a) Section 5535.01 of the Ohio Revised Code requires that county roads be maintained by the BOARD and the COUNTY ENGINEER.
- (b) Section 723.01 of the Ohio Revised Code requires that municipal corporations have special power to regulate the use of the streets and shall have the care, supervision, and control of the public highways, streets, avenues, alleys, sidewalks, public grounds, bridges, aqueducts, and viaducts within the municipal corporation.
- (c) This Agreement is governed by Section 5535.08(C) of the Ohio Revised Code, which provides that any political subdivision having authority to construct, reconstruct, resurface, improve, repair, and maintain roads or streets may enter into an agreement, under terms agreeable to all parties, with any other political subdivision having that authority to obtain or provide road or street construction, reconstruction, resurfacing, improvement, repair, or maintenance services.
- (d) Section 307.15 of the Ohio Revised Code provides that a board of county commissioners may enter into agreements with the legislative authority of any municipal corporation whereby the legislative authority of any municipal corporation undertakes, and is authorized by the board of county commissioners, to exercise any power, perform any function, or render any service, on behalf of the county or the board, that the county or the board may exercise, perform, or render.

The BOARD authorized the execution of this Agreement on _____, 2024, via Resolution # _____.

2.0 DEFINITIONS

- (a) **Maintenance** means the act of preserving and keeping each type of roadway, roadside, structure, or facility within the right-of-way as nearly as practicable in its original condition as constructed or as subsequently improved.
- (b) **Routine Maintenance** means the act of preserving and keeping each type of roadway, roadside, structure, traffic signal, or facility within the right-of-way as nearly as practicable in its original condition as constructed, or as subsequently improved. Routine maintenance shall include, but is not be limited to: crack sealing, pothole patching, pavement repairs to include partial and limited full depth repair (that are not part of a rehabilitation, reconstruction, or resurfacing project), pavement markings, sign replacement, and repair, removal of hazardous trees or vegetation blocking or impeding the right of way including sight distance, clearing of tall weeds for brush along guard rails, street sweeping, litter pickup, dead animal removal, snow and ice control, minor drainage repairs, curb repair, catch basin cleaning, guardrail repair, monthly electric costs, traffic signal bulb replacements, signal head replacements, street lighting attached to traffic signal supports, interior traffic signal cabinet maintenance, fence repair, and other like works agreed upon by the parties.
- (c) **Extraordinary Maintenance** means the act of repairing, replacing, or rehabilitating an item that both parties understand to be of such magnitude as to be beyond the scope of ordinary work ordinarily performed by routine maintenance and repair forces. This work shall be categorized as unexpected, emergency, or in need of immediate attention. Examples of such work include, but are not limited to, failed drainage pipes, traffic signal cabinet replacements and strain pole/mast arm traffic signal support replacements.
- (d) **Rehabilitation or Reconstruction** means projects for surface treatments such as resurfacing (including base repairs), overlay, major joint repair, major drainage repairs, large guide sign work, major road reconstruction, major intersection reconstruction, complete replacement of a signalized intersection, major bridge repairs as determined by the County Engineer, bridge painting, maintenance of epoxy coatings of concrete, and cathodic protection.

3.0 PURPOSE

- (a) The CITY of CENTERVILLE, the BOARD, and the COUNTY ENGINEER recognize that as a result of recent annexations, there are several streets within the municipal boundary of the City of Centerville that abut, are adjacent to, cross, or are in the immediate vicinity of COUNTY roads, and that it is in the best interest of both parties, and the traveling public, to coordinate the maintenance, repair, and care for several road sections and signalized intersections, as specifically set forth below.
- (b) The following road sections are roads where both the COUNTY ENGINEER and the CITY of CENTERVILLE have maintenance duties on the same road:
 - i. **Sheehan Road.** Sheehan Road is a road located in both Washington Township, Montgomery County, Ohio, and the CITY of CENTERVILLE. The road section

is from the CITY of CENTERVILLE Corporation Line located approximately at the centerline of Social Row Road to the CITY of CENTERVILLE Corporation Line located approximately 105 feet north of Sawgrass Boulevard. See Exhibit A, attached hereto, for the approximate corporation line location shown visually. This Annexation was established by the Board of County Commissioners of Montgomery County, Ohio, by way of Resolution #14-1494, dated November 18, 2014.

- ii. **Social Row Road.** Social Row Road is a road located in both Washington Township, Montgomery County, Ohio, and the CITY of CENTERVILLE with the Corporation Line crossing longitudinally within the road right-of-way for two road sections. The first road section is from the CITY of CENTERVILLE Corporation Line located near the centerline of Falls Creek Lane to approximately 690 feet east of Waterbury Ridge Lane. See Exhibit A, attached hereto, for the approximate corporation line location shown visually.

The second Social Row Road section is from the CITY of CENTERVILLE Corporation Line located near the centerline of Paragon Road to near the CITY of CENTERVILLE Corporation Line near Sheehan Road. See Exhibit A, attached hereto, for the approximate corporation line location shown visually. This Annexation, as established by the Board of County Commissioners of Montgomery County, Ohio, by way of Resolution #14-1494, dated November 18, 2014.

- iii. **Yankee Street.** Yankee Street is a road located in both Washington Township, Montgomery County, Ohio, and the CITY of CENTERVILLE with the Corporation Line crossing longitudinally within the road right-of-way for two road sections. The first road section is from the CITY of CENTERVILLE Corporation Line located approximately 645 feet south of the centerline of Austin Boulevard/Social Row Road to the CITY of CENTERVILLE Corporation Line located approximately 1,420 feet north of Austin Boulevard/Social Row Road. See Exhibit A for the approximate corporation line location.

The second Yankee Street section is from the CITY of CENTERVILLE Corporation Line located approximately 45 feet south of the centerline of Silver Lake Drive to the CITY of CENTERVILLE Corporation Line located approximately 470 feet south of Spring Valley Pike. See Exhibit A, attached hereto, for the approximate corporation line location shown visually.

- (c) The signalized intersections where the CITY of CENTERVILLE Corporation Lines cross locations along the municipal boundary that are also maintained by the COUNTY ENGINEER are defined as follows:

- i. **Austin Boulevard/Social Row Road & Yankee Street Intersection.** At this intersection, there is a signalized intersection located in both the CITY of CENTERVILLE and in Washington Township, Montgomery County, Ohio, with

the CITY of CENTERVILLE Corporation line crossing north/south longitudinally near the centerline of right-of-way for Yankee Street. An existing traffic signal at this intersection was reconstructed as part of the Austin Boulevard Reconstruction Project (Job #2009-CA-07; PID 84240).

- ii. **Paragon Road & Social Row Road Intersection.** At this intersection, there will be a signalized intersection located in both the CITY of CENTERVILLE and Washington Township, Montgomery County, Ohio, and the CITY of CENTERVILLE Corporation line crossing through the intersection. A traffic signal is scheduled to be constructed at this intersection as part of the Social Row Road Improvement Project, Phase 1 and 2 (Job #2019-10 and Job #2020-17; PID 115191).
- iii. **Sheehan Row Road & Social Row Road Intersection.** At this intersection, there is a signalized intersection located in both the CITY of CENTERVILLE and Washington Township, Montgomery County, Ohio, with the CITY of CENTERVILLE Corporation line crossing through the intersection. An existing traffic signal at this intersection was constructed as part of the Sheehan Road & Social Row Road Traffic Signal Installation project (Job #2008-CA-001). The traffic signal is scheduled to be reconstructed at this intersection as part of the Social Row Road Improvement Project, Phase 1 and 2 (Job #2019-10 and Job #2020-17; PID 115191).
- iv. **Marshall Road & Rahn Road Intersection.** At this intersection, there is a signalized intersection located in both the CITY of CENTERVILLE and Washington Township, Montgomery County, Ohio, with the CITY of CENTERVILLE Corporation line Corporation line crossing north/south along the Rahn Road eastern curb line. An existing traffic signal at this intersection was reconstructed as part of the Marshall Road & Rahn Road Traffic Signal Replacement Project (Job #2010-CA-002).

These afore-mentioned intersections are depicted in Exhibit B, attached hereto. It is noted that the traffic signal located at the Atchison Road & Spring Valley intersection is not included in this Agreement. Maintenance responsibilities for this location were established by the BOARD by way of Resolution #07-550, dated March 27, 2007.

4.0 RESPONSIBILITY OF THE PARTIES

- (a) The CITY of CENTERVILLE shall have the following maintenance responsibilities for the road sections and signalized intersections described above:
 - i. Routine and Extraordinary maintenance for the **Sheehan Road** section.
 - ii. Routine and Extraordinary maintenance for the **Yankee Street** section from approximately 645 feet south of the centerline of Austin Boulevard/Social Row

Road to the City Corporation Line located approximately 1,420 feet north of Austin Boulevard/Social Row Road.

- iii. Routine and Extraordinary maintenance for the **traffic signal** at the Austin Boulevard/Social Row Road & Yankee Street Intersection.
- (b) The COUNTY ENGINEER shall have the following maintenance responsibilities for the road sections and signalized intersections described above:
- i. Routine and Extraordinary maintenance for the **Yankee Street** section from 45 feet south of the centerline of Silver Lake Drive to the CITY of CENTERVILLE Corporation Line located approximately 470 feet south of Spring Valley Pike.
 - ii. Routine and Extraordinary maintenance for both **Social Row Road** sections.
 - iii. Routine and Extraordinary maintenance for the **traffic signals** related to the following intersections:
 - a. Paragon Road & Social Row Road Intersection
 - b. Sheehan Row Road & Social Row Road Intersection
 - c. Marshall Road & Rahn Road Intersection
- (c) If the CITY of CENTERVILLE desires to close a road to perform maintenance, or make an improvement to the afore-described road sections or signalized intersections, the CITY of CENTERVILLE shall notify the COUNTY ENGINEER of the planned action at the earliest date practicable in order for the BOARD and the COUNTY ENGINEER to make the required determinations and authorizations to pass the appropriate road closing resolution as required by Section 5543.17 of the Ohio Revised Code. Plans for said maintenance projects or improvements shall provide for the maintenance of traffic as set forth by Section 5543.17 of the Ohio Revised Code.
- (d) Ohio law provides that the BOARD and the COUNTY ENGINEER as well as the CITY of CENTERVILLE may establish rules and regulations, and require permits, for all work performed within the public road right-of-way. This Agreement shall not change, or in any way alter, the authority of the BOARD or the CITY of CENTERVILLE to accept, issue, or deny permits, including access permits, permits to install/construct utilities and other structures within the road right of way, driveway and ditch enclosure permits, and special hauling permits, if applicable, relating to the roads/streets within their respective jurisdictions.
- (e) When work proposed constitutes **Rehabilitation** or **Reconstruction** activity as defined per this agreement, the CITY of CENTERVILLE and the COUNTY ENGINEER shall reconvene to develop a specific project agreement that outlines the responsibility for all involved parties. This specific project agreement may include items discussing, but is not limited to, cost sharing percentages, project lead responsibility, and construction inspection responsibilities.

- (f) The BOARD and the COUNTY ENGINEER retain all authority, as set forth in Section 4511.21 of the Ohio Revised Code, with regard to speed limits on the afore-described road sections.
- (g) Nothing in this Agreement shall be construed as to alter the reported inventory mileage of the afore-described road sections to other agencies.
- (h) Maintenance responsibilities not referenced in this Agreement will be in accordance with the Ohio Revised Code.

5.0 TIME OF PERFORMANCE

- (a) This Agreement shall become effective on the date first written above. This Agreement shall terminate on June 30, 2049.
- (b) This Agreement shall not be unilaterally terminated or suspended except for good cause shown, as determined in the sole and exclusive discretion of the CITY of CENTERVILLE or the BOARD. Any such unilateral termination shall require the requesting party to provide written notice to the other party 180 days in advance of any such termination.
- (c) The CITY of CENTERVILLE and the BOARD may mutually agree to terminate or suspend this Agreement at any time for any reason by action of both parties. Should any parts of the afore-described road sections and/or intersections be annexed into the corporate boundary of a city, including but not limited to the CITY of CENTERVILLE, this agreement will terminate as to the annexed part of the road and/or intersection. The agreement will automatically terminate if, and at such time, the entire afore-described road sections and intersections are annexed into a city, including but not limited to the CITY of CENTERVILLE, and are within a city's corporate boundary.

6.0 MISCELLANEOUS TERMS AND CONDITIONS

- (a) **Entire Agreement.** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.
- (b) **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Montgomery County, Ohio.

- (c) **Headings.** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by the Parties hereto and no purposes of interpretation shall be made to the contrary.
- (d) Each Party to this Agreement shall be responsible for liability associated with that Party's own actions, errors, or failures to act. Nothing in this Agreement shall be deemed as a waiver of any immunity each Party may have under political subdivision immunity as set forth in Ohio Revised Code Chapter 2744.
- (e) The Parties hereto shall not assign any interest, duty or right under this Agreement, in whole or in part, without the prior written approval from the other Party.
- (f) **Waivers.** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- (g) **Severability.** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 20 .

Signed and acknowledged in the presence of:

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO (Board)

Witness

By: _____
Judy Dodge, President

Witness

By: _____
Carolyn Rice

Witness

By: _____
Deborah A. Lieberman

OR

Witness

By: _____
Michael B. Colbert, Administrator
Montgomery County, Ohio

MONTGOMERY COUNTY ENGINEER

Witness

By: _____
Paul W. Gruner, P.E., P.S., Montgomery
County Engineer

APPROVED AS TO FORM:
MATHIAS H HECK, JR., PROSECUTING ATTORNEY

By _____
Assistant Prosecuting Attorney

CITY OF CENTERVILLE, OHIO

Witness

By: (Sign) _____

By: (Print) _____

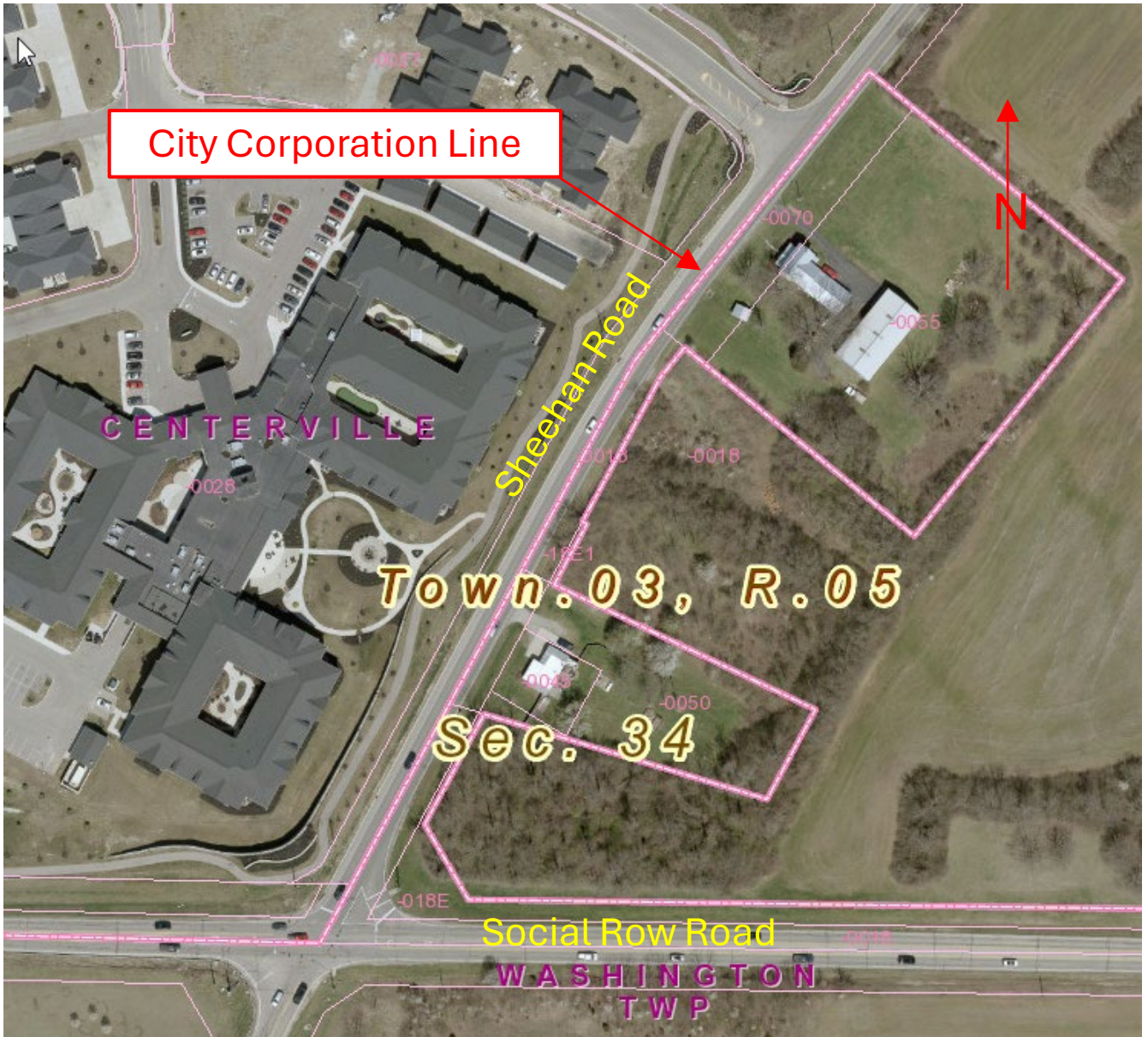
Title: _____

Date: _____

APPROVED AS TO FORM:

By _____
City Attorney

Exhibit A

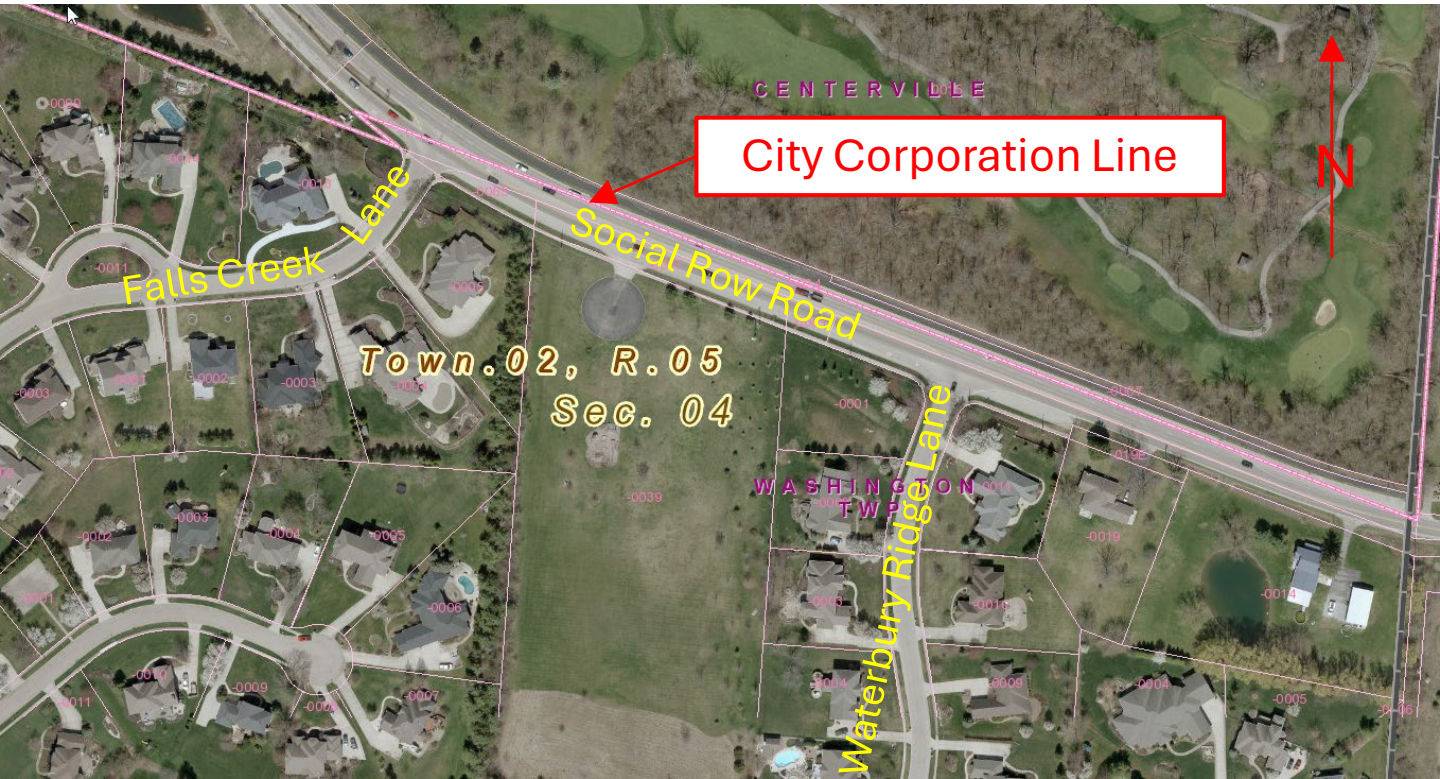


Sheehan Road

(City of Centerville Corporation line near Social Row Road to the City of Centerville Corporation Line located 105 feet approximately north of Sawgrass Boulevard)

(Not to Scale)

Exhibit A

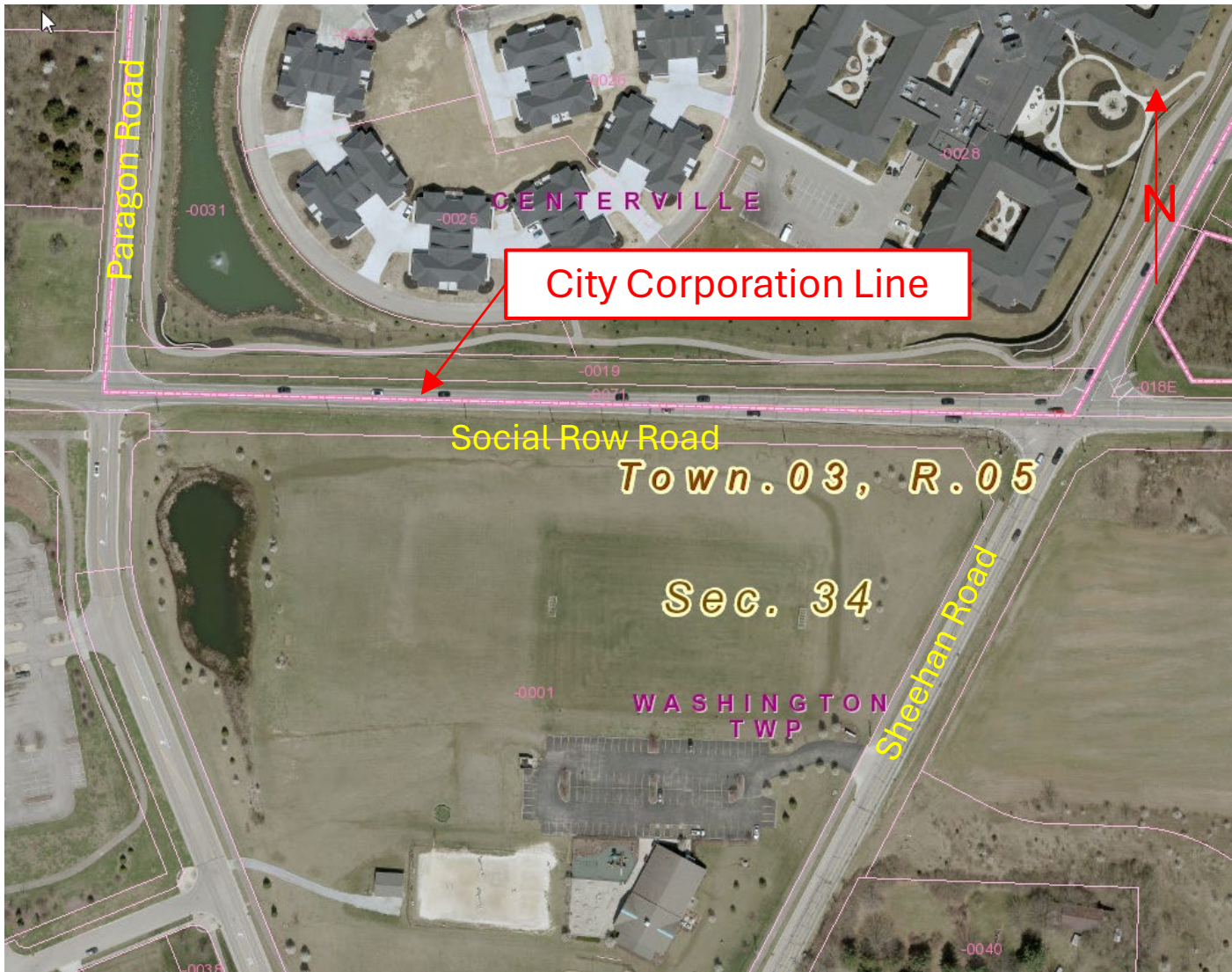


Social Row Road

(City of Centerville Corporation Line near Falls Creek Lane to approximately 690 feet east of Waterbury Ridge Lane)

(Not to Scale)

Exhibit A



Social Row Road

(City of Centerville Corporation Line near the centerline of Paragon Road to the City of Centerville Corporation Line near Sheehan Road)

(Not to Scale)

Exhibit A



Yankee Street

(City of Centerville Corporation Line located approximately 645 feet south of the centerline of Austin Boulevard/Social Row Road to the City of Centerville Corporation Line located approximately 1,420 feet north of Austin Boulevard/Social Row Road)

(Not to Scale)

Exhibit A

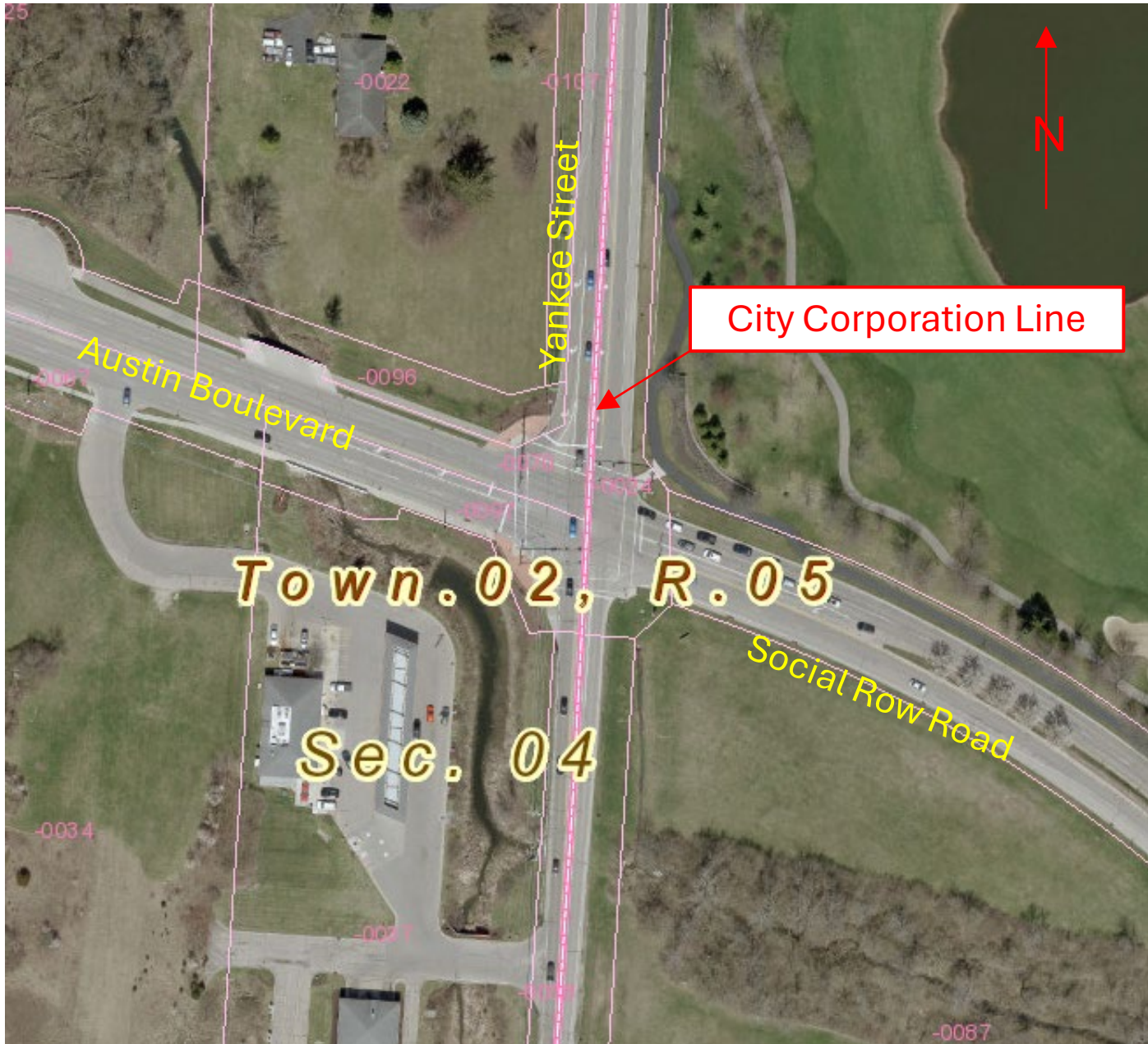


Yankee Street

(City of Centerville Corporation Line located approximately 45 feet south of Silver Lake Drive to the City of Centerville Corporation Line located approximately 470 feet south of Spring Valley Pike)

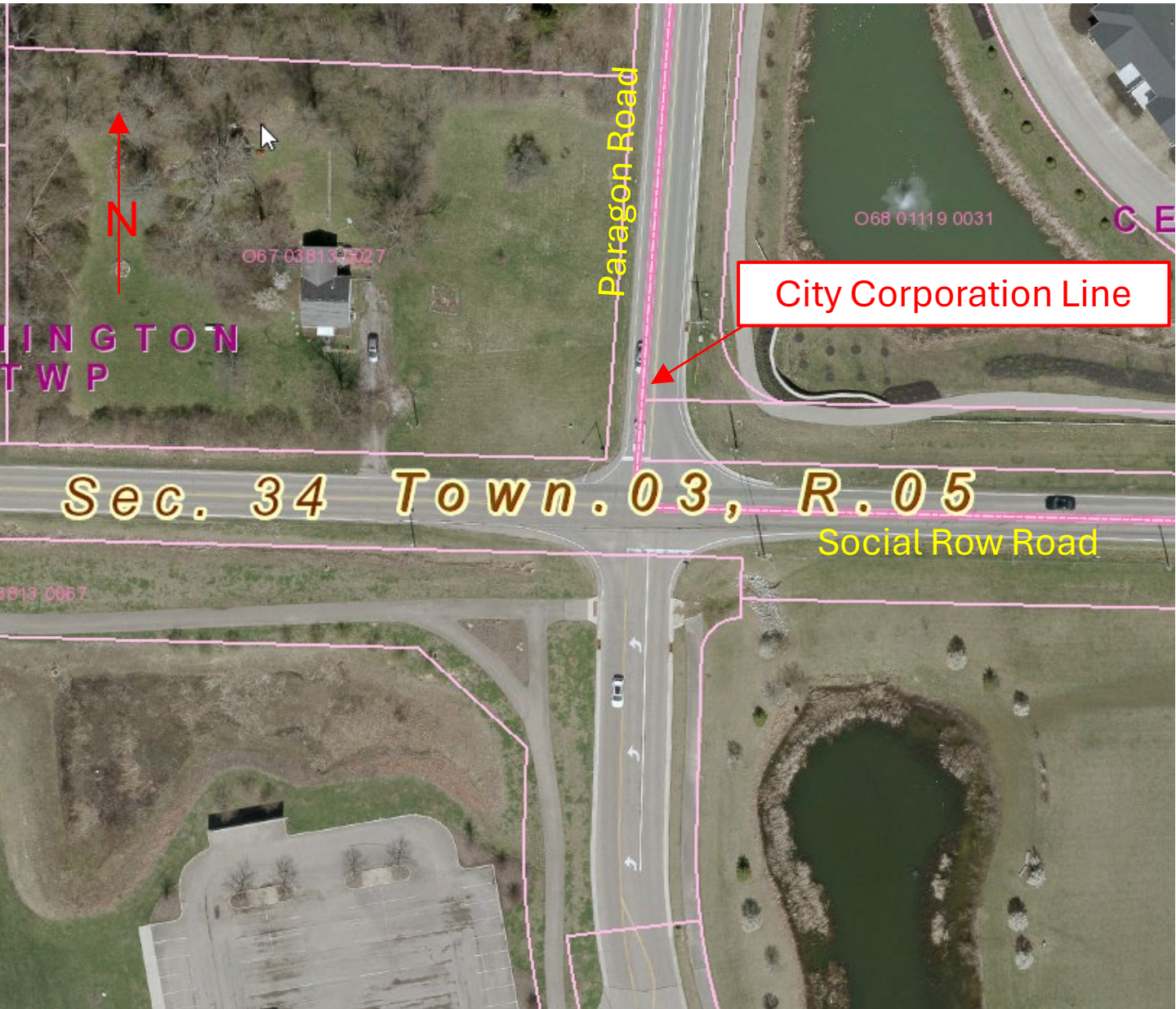
(Not to Scale)

Exhibit B



**Austin Boulevard/Social Row Road & Yankee Street
Intersection**
(Not to Scale)

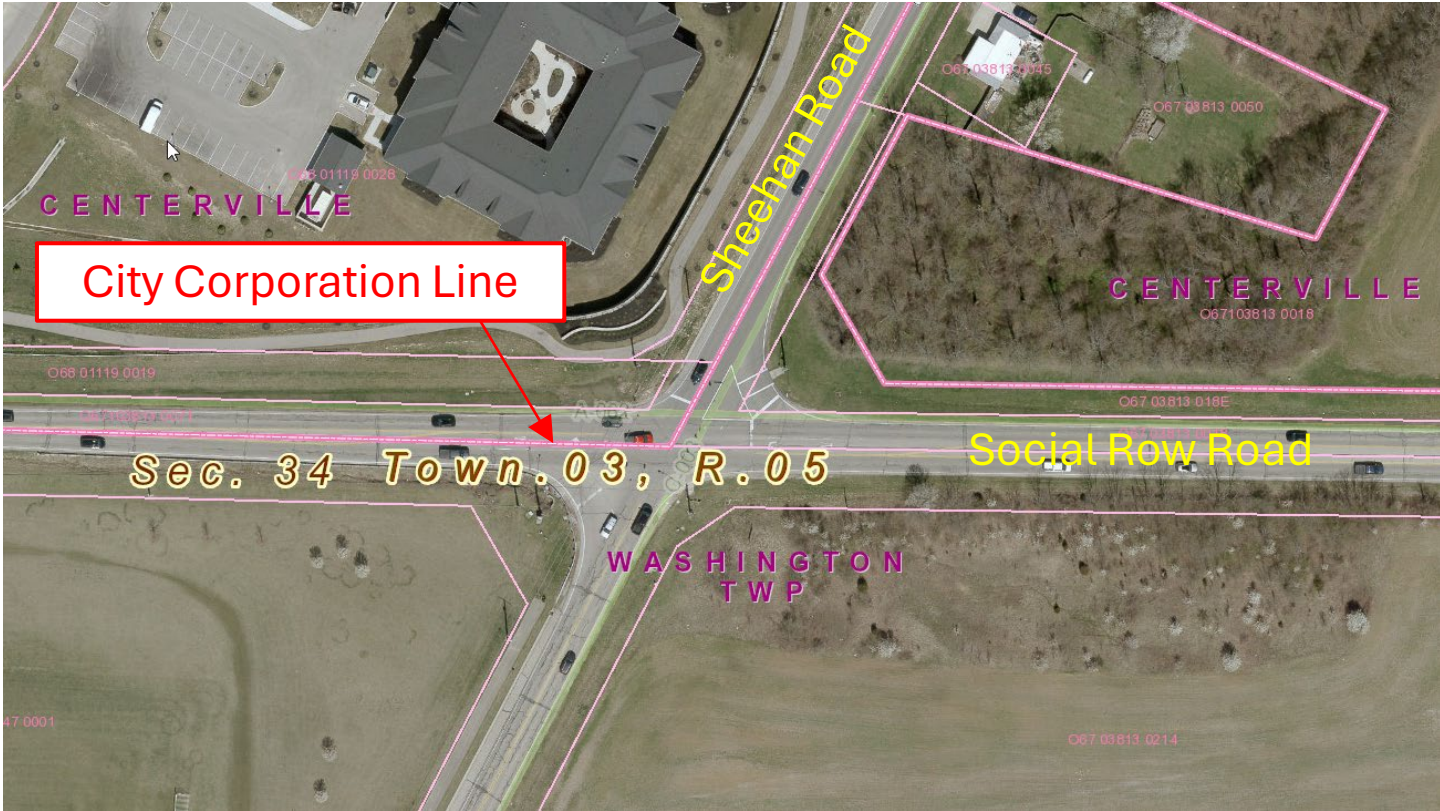
Exhibit B



Paragon Road & Social Row Road Intersection

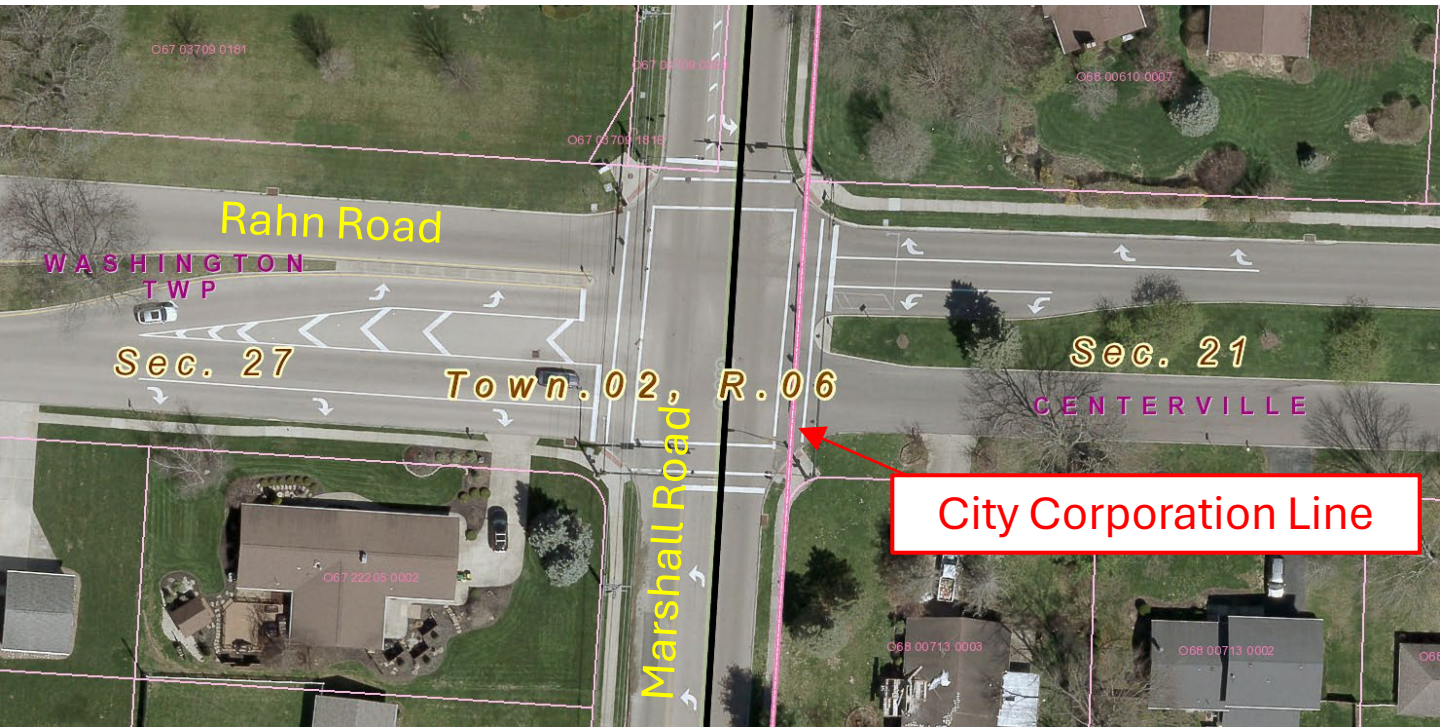
(Not to Scale)

Exhibit B



Sheehan Road & Social Row Road Intersection
(Not to Scale)

Exhibit B



Marshall Road & Rahn Road Intersection
(Not to Scale)