

RESOLUTION NO. R26-53

A RESOLUTION BY THE TROTWOOD CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE MONTGOMERY COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE DISTRIBUTION OF STATE CAPITAL IMPROVEMENT PROGRAM FUNDS FROM THE OHIO PUBLIC WORKS COMMISSION, IF AWARDED TO MONTGOMERY COUNTY, FOR THE REDONDA AND NEVADA WATER MAIN REPLACEMENT PROJECT, PROJECT NO. 130063-93.

WHEREAS, the Montgomery County Board of County Commissioners ("County") has submitted an application to participate in the Ohio Public Works Commission ("OPWC") State Capital Improvement Program to complete infrastructure improvements along portions of Nevada Avenue, Cove Court, Marlin Avenue, Gatewood Place, Redonda Lane, and Parkfield Place in the City of Trotwood (the "Project"); and

WHEREAS, the City of Trotwood ("City") desires to resurface the streets within the Project, at an estimated cost of \$150,365.00; and

WHEREAS, the County and City recognize that a joint effort to make the desired improvements within the Project area will benefit the public at a significant cost savings to both jurisdictions; and

WHEREAS, if OPWC grant funds are awarded to the County, the City shall be allocated a portion of such grant funds equal to the percentage of City street work to the total construction work, not to exceed 15.0% of the total grant funds awarded to the County; and

WHEREAS, any OPWC loan proceeds received as a result of the County's application shall be applied to construction costs and repaid solely by the County; and

WHEREAS, the City Manager recommends City Council authorize the City Manager to execute on the City's behalf, a Cooperative Agreement that is in substantially similar form as the agreement attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, this agreement shall take effect only upon, and subject to, receipt of funding from the OPWC.

TROTWOOD, OHIO 45426

3035 OLIVE ROAD

CITY OF TROTWOOD

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROTWOOD, STATE OF OHIO:

SECTION I: The Trotwood City Council accepts the recommendation of the City Manager and hereby authorizes the City Manager to enter into a Cooperative Agreement with the County that is in substantially similar form as the agreement attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION II: This Resolution shall take effect and be in full force from and after the date of its passage.

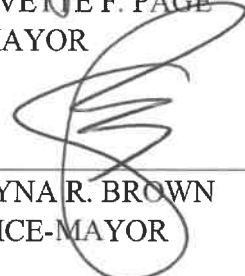
Passed this 8th day of September, 2026.

ATTEST:

APPROVED:


KARA B. LANDIS
CLERK OF COUNCIL


YVETTE F. PAGE
MAYOR


TYNA R. BROWN
VICE-MAYOR

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that the foregoing is a true and correct copy of Resolution No. R26-53 adopted by the Trotwood City Council at a regular scheduled meeting held on the 8th day of September, 2026, and that I am duly authorized to execute this certificate.

Signed this _____ day of _____, _____.

CLERK OF COUNCIL

**REDONDA & NEVADA WATER MAIN REPLACEMENT
COOPERATIVE AGREEMENT**

THIS AGREEMENT entered into this _____ day of _____, 2026 between the Board of County Commissioners of Montgomery County, Ohio, 451 W. Third Street, Dayton, Ohio 45422 (the "County") and the City of Trotwood, 3035 Olive Road, Trotwood, OH 45426, (the "City").

WITNESSETH:

WHEREAS, the County will contract to replace water main along portions of Nevada Avenue, Cove Court, Marlin Avenue, Gatewood Pl, Redonda Lane, and Parkfield Place in Trotwood for the Redonda & Nevada Water Main Replacement project within the City (the "Project"); and

WHEREAS, the City desires to resurface the streets within the Project; and

WHEREAS, the County will apply for Grant and Loan funding from the Ohio Public Works Commission; and

WHEREAS, the County and City recognize that a joint effort to make the desired improvements to the Project will benefit the public convenience and welfare at a significant cost savings to both jurisdictions compared to undertaking the improvements separately;

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

ARTICLE ONE: Cost Participation – Engineering Phase

The City will develop the roadway construction plans and documents required to complete the design of the Project. The County will develop the plans for reconstruction of all water mains and appurtenant work. The City will prepare supplemental notes, plans and specifications for all storm sewer, resurfacing and ancillary street work. The County will combine the water plans, storm sewer and roadway plans to prepare the project to go out to bid.

ARTICLE TWO: Cost Participation – Construction Phase

The County will contract for construction of the Project and will secure or provide all funding necessary to complete the Project, except as described under the City's responsibilities.

Water Work: The County agrees to pay the cost of construction of the water line relocation and appurtenant work, estimated at \$2,841,240.00, funds to come from the internal Water Fund.

Street Work: The City agrees to pay the cost of the street work construction, estimated at \$150,365.00, funds to come from the Capital Improvement Fund. Upon the completion of all work, the County shall submit to the City satisfactory documentation regarding actual costs and expenses

**REDONDA & NEVADA WATER MAIN REPLACEMENT
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for the Street Work. The City agrees to pay for approved work, less allocation from OPWC monies, within 45 days of receipt of invoice.

If the City fails to approve in writing the final cost statements issued by the County or provide a detailed explanation of disapproval, then 30 days following the County's submission of the actual costs and expenses to the City, the costs and expenses submitted by the County shall be considered approved and final. If the County and City cannot mutually agree on the actual costs and expenses within 60 days following the date of initial submission of costs by the County, then the parties agree to submit the matter to a mutually agreed upon mediator, with an attempt to reach agreement within 45 days.

Should the County receive reimbursement from the Ohio Public Works Commission (OPWC) for eligible construction costs on the Project, including the water line relocation and street work, the City shall receive a percentage of the grant monies allocated by OPWC equal to the percentage of City street work, to the total construction work, not to exceed 15.0% of the total grant monies. The County shall receive the remainder of the monies allocated.

<u>Party</u>	<u>Estimated % of OPWC Allocation Received</u>	<u>Source</u>
City of Trotwood	5.5% of Grant Funds, not to exceed 15.0%	(Grant Only)
County	94.5% of Grant Funds	(Grant)
County	100% of Loan Funds	(Loan)

Reimbursements from OPWC shall be reflected in the final amounts owed to the County upon completion of the project.

ARTICLE THREE: Term

The term of this Agreement shall commence on the date of the execution by all parties and shall terminate on December 31, 2029.

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 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.

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ARTICLE FIVE: Mutual Responsibility

Each party agrees to be responsible for any personal injury or property damage caused by the negligent acts negligent omissions by or through itself or its agents, employees and contracted servant and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.

ARTICLE SIX: Termination

This Agreement may be terminated by either the City or County upon notice, in writing, delivered upon the other party at least 60 days prior to the effective date of termination. This Agreement may be terminated by either party should OPWC funding not be granted. Likewise, this agreement may be continued through additional rounds of OPWC funding with the agreement of both parties.

ARTICLE SEVEN: Signature

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

**REDONDA & NEVADA WATER MAIN REPLACEMENT
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IN WITNESS WHEREOF, the parties hereto set their hands this _____ day of _____, 2026.

WITNESS:

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

Signature

By _____

Signature

By _____

Signature

By _____

OR

Signature

By _____
Michael Colbert, County Administrator

By _____
Matt Hilliard, Environmental Services Director

By _____
Chris Williams, Assistant County Administrator

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

By _____
Assistant Prosecuting Attorney

Date: _____

**REDONDA & NEVADA WATER MAIN REPLACEMENT
COOPERATIVE AGREEMENT**

WITNESS:

Signature

CITY OF TROTWOOD:

By _____

Signature

Printed Name _____

Title _____

~~APPROVED AS TO FORM:~~



City Attorney for Trotwood