

**RESOLUTION NO. 04-2024**

A RESOLUTION AUTHORIZING THE ACTING CITY MANAGER TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF MONROE AND THE BUTLER COUNTY BOARD OF COUNTY COMMISSIONERS FOR PAYMENT OF A SEWER LINE REPLACEMENT IN CONNECTION WITH THE TIMRICK PLACE IMPROVEMENT PROJECT.

WHEREAS, the City will be performing a complete reconstruction of Timrick Place; and

WHEREAS, the Butler County Board of County Commissioners (County) is responsible for the sanitary sewer line and deems it in the best interest to cause the replacement of the line at the same time as other work is being performed; and

WHEREAS, the within Agreement allows for the payment by the County to the City of Monroe for the sanitary sewer line replacement.

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

SECTION 1: The Acting City Manager is hereby authorized to enter into an agreement by and between the City of Monroe and the Butler County Board of County Commissioners for payment of a sewer line replacement in connection with the Timrick Place Improvement Project. The terms and conditions of said Agreement are marked Exhibit "1" attached hereto and made a part hereof.

SECTION 2: This measure shall take effect and be in full force from and after its passage pursuant to Section 7.08 (C) of the Charter.

PASSED: January 9, 2024

ATTEST:

APPROVED:

  
Clerk of Council

  
Mayor

This legislation was enacted in an open meeting  
pursuant to the terms and provisions of the Sunshine  
Law, Section 121.22 of the Ohio Revised Code.

"I, the undersigned Clerk of Council of the city of  
Monroe, Ohio, hereby certify the foregoing  
(ordinance or resolution) was published as  
required by Section 7.16 of the Charter of the  
City of Monroe.

  
Clerk of Council  
City of Monroe, Ohio

## **Exhibit “1” Res No. 04-2024**

### **AGREEMENT FOR CONSTRUCTION SERVICES**

THIS AGREEMENT, (the “Agreement”), is between the City of Monroe (hereinafter referred to as the “City”) and the Butler County Commissioners acting on behalf of the Butler County Water and Sewer Department (hereinafter referred to as BCWS”).

### **WITNESSETH**

**WHEREAS**, BCWS determined that a sewer line replacement is required to be constructed in conjunction with and as part of the Timrick Road Improvements and,

**WHEREAS**, BCWS has agreed to reimburse the City for the cost associated with and incurred in the construction of the sewer line replacement as part of the Timrick Road Improvements.

**THEREFORE**, in consideration of the promises contained in this Agreement, the City and BCWS agree as follows:

#### **ARTICLE 1 – EFFECTIVE DATE**

The effective date of this Agreement shall be upon its execution by all parties, which may be executed in counterparts.

#### **ARTICLE 2 – SERVICES TO BE PERFORMED BY CITY OF MONROE**

The City, as part of the construction contract, will facilitate the Work which is attached to this Agreement as Exhibit A.

#### **ARTICLE 3 – COMPENSATION**

BCWS shall reimburse the City for expenses incurred for the Work under the construction contract. The estimated cost of the sewer work is \$162,000. This estimate is based on BCWS best estimate at the Agreement date and does not include further change orders to the construction contract that possibly could affect this estimated cost.

#### **ARTICLE 4 – TIME FOR REIMBURSEMENT**

BCWS shall reimburse the City within thirty days (30) of the City’s invoice date to BCWS for the Work.

#### **ARTICLE 5 – CITY OF MONROE RESPONSIBILITY**

The City will provide BCWS with an invoice within one week of payment being made to the contractor for the Work.

**ARTICLE 6 – COMMUNICATIONS AND NOTICE**

Any communication required by this Agreement shall be made in writing to the address specified below:

Butler County Water & Sewer Department:

Attention: Jeff Frechtling  
Engineering & Construction Mgr.  
130 High Street  
Hamilton, OH 45011

City of Monroe:

Attn: City Manager  
PO Box 330  
233 South Main Street  
Monroe, OH 45050

Nothing contained in this Article shall be construed to restrict the transmission of routing communications between representative of BCWS and City of Monroe.

This Agreement shall be governed by the laws of the State of Ohio, to the exclusion of the law of any other jurisdiction.

IN WITNESS WHEREOF, the Board adopted its Resolution No. \_\_\_\_\_ on \_\_\_\_\_ approving this Agreement or Contract and authorizing its execution by the County Administrator on behalf of the Board; and Contractor, by its duly authorized representative (s), has executed the Agreement or Contract on the date (s) set forth below.

**BUTLER COUNTY ADMINISTRATOR  
BUTLER COUNTY, OHIO**

\_\_\_\_\_  
Judi Boyko, County Administrator

\_\_\_\_\_  
(Date)

**CITY OF MONROE**

\_\_\_\_\_  
, City Manager

\_\_\_\_\_  
(Date)

**APPROVED AS TO FORM ONLY**

\_\_\_\_\_  
Butler County Assistant Prosecutor

\_\_\_\_\_  
(Date)

### **Exhibit “A”**

The Timrick Place Replacement Project is a total reconstruction of Timrick Place. As a result of this project, The City of Monroe and Butler County Water and Sewer are working collaboratively to replace a segment of sanitary sewer main which is currently failing. The County had plans to replace the segment of sewer in 2025. However, due to the timing of the City’s reconstruction of the street, storm and water infrastructure, the County has agreed to make their repairs through the City’s project. This contract is a necessary agreement which allows Butler County to reimburse the City of Monroe for their financial portion of the project.