

## RECORD OF RESOLUTIONS

Resolution No. 11-2026

Passed: February 10, 2026

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT CONSTRUCTION AGREEMENT WITH THE CITY OF MIAMISBURG FOR THE CONSTRUCTION OF THE 2026 SIDEWALK, DRIVE APPROACH, AND CURB AND GUTTER REPAIR PROGRAM FOR NINE PROPERTIES ALONG S. ALEX ROAD.**

**WHEREAS**, the City of West Carrollton, with the cooperation of the City of Miamisburg, desires to undertake the construction of the 2026 Sidewalk, Drive Approach, and Curb and Gutter Repair Program (the "Program") along S. Alex Road; and

**WHEREAS**, nine properties within the Program along S. Alex Road lie within the boundaries of the City of Miamisburg; and

**WHEREAS**, it is the desire of both the City of West Carrollton and the City of Miamisburg that the Program be undertaken in a coordinated manner to reduce overall construction costs; and

**WHEREAS**, the City of West Carrollton shall be designated as the Lead Agency to contract with the lowest and best bidder as identified from a public bid process for the Program in accordance with approved plans and specifications, and said solicitation to be made in accordance with applicable law; and

**WHEREAS**, the City of West Carrollton shall be reimbursed by the City of Miamisburg for actual construction costs for work completed within the City of Miamisburg boundaries based on contract unit prices, as-built quantities, and change orders as approved by the City of Miamisburg.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WEST CARROLLTON, OHIO:**

**Section 1:** The Joint Construction Agreement appended hereto between the City of West Carrollton and the City of Miamisburg for construction of the 2026 Sidewalk, Drive Approach, and Curb and Gutter repair Program is hereby approved and the City Manager is hereby authorized to execute said agreement on behalf of the City of West Carrollton.

**Section 2:** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**Section 3:** This resolution shall be in full force and effect from and after its date of passage.

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\_\_\_\_\_  
Mayor

Attest:   
\_\_\_\_\_  
Clerk of Council

Effective Date: February 10, 2026



## **JOINT CONSTRUCTION AGREEMENT**

This joint construction agreement (the "Joint Construction Agreement") is entered into between the City of West Carrollton, Ohio with its offices located at 300 E. Central Avenue, West Carrollton, Ohio 45449 and The City of Miamisburg, Ohio with its offices at 10 N. First Street, Miamisburg, Ohio 45342.

### **WITNESSETH:**

**WHEREAS**, the City of West Carrollton, with the cooperation of the City of Miamisburg, desires to undertake the 2026 Sidewalk, Drive Approach, and Curb and Gutter Repair Program (the "Program") along S. Alex Road; and

**WHEREAS**, nine properties within the Program along S. Alex Road lie within the boundaries of the City of Miamisburg; and

**WHEREAS**, it is the desire of both the City of West Carrollton and the City of Miamisburg that the Program be undertaken in a coordinated manner to reduce overall construction costs.

**NOW, THEREFORE**, for valuable consideration, the receipt of which is hereby acknowledged, and for the mutual covenants set forth below, the parties agree as follows:

1. The City of West Carrollton will be the lead agency in managing the Program, conducting the bidding process, executing the construction contract, and performing the field inspection for the Program.
2. The City of West Carrollton will consult with the City of Miamisburg regarding the Plans and Specifications for the portion of the Program within the City of Miamisburg boundaries.
3. The City of West Carrollton will, after consulting with the City of Miamisburg regarding the bids received, award the Program to the lowest and best bidder (Contractor). The City of Miamisburg consents and agrees that it will allow and cooperate with the City of West Carrollton and the Contractor to make the improvements in the City of Miamisburg's jurisdiction as set forth in the Plans and Specifications for the Program.

4. The City of Miamisburg will have final approval over any changes made to the Plans and Specifications for the portion within the City of Miamisburg boundaries made during the course of construction. The City of Miamisburg agrees that final decisions regarding changes will not be unreasonably withheld or delayed.
5. The portion of the Program within the City of Miamisburg's boundaries is estimated at (\$ to be determined). The City of West Carrollton will pay the contractor invoices for actual quantities installed within the City of Miamisburg, including approved changes. The City of West Carrollton will then invoice the City of Miamisburg for these actual costs and the City of Miamisburg will pay the invoice within thirty (30) days of receipt.
6. The Contractor will provide a Maintenance Bond for a period of one (1) calendar year in the amount of 10% of final invoiced cost. The City of West Carrollton will hold this Bond and will conduct an anniversary inspection to determine any punch list repairs that will be required of the Contractor. The City of Miamisburg will be invited to the anniversary inspection.
7. At the conclusion of the Program, the City of West Carrollton and the City of Miamisburg will be responsible for procuring maintenance within their respective jurisdictions.
8. Each party (Indemnifying Party) shall indemnify, defend and hold harmless the other (Indemnified Party) from all claims arising out of the death or bodily injury or damage, loss, or destruction of tangible property, to the extent the claim was caused by the negligent or intentional acts or omissions of the Indemnifying Party, its employees, or agents.
9. The parties agree the effective date of this Joint Construction Agreement shall be the date it is signed by the last party to sign below.

**IN WITNESS WHEREOF**, the parties have caused this Joint Construction Agreement to be executed by their duly authorized representatives.

Signed and acknowledged in the presence of:

CITY OF WEST CARROLLTON, OHIO

CITY OF MIAMISBURG, OHIO

By: \_\_\_\_\_  
Amber Holloway                      Date  
City Manager

\_\_\_\_\_  
Chris Fine                              Date  
City Manager