

Sponsored By: _____
Referred To: _____
Introduced By: _____

CITY OF NORTON
RESOLUTION NO. _____-2021

A RESOLUTION AUTHORIZING A COOPERATIVE AGREEMENT WITH THE COUNTY OF SUMMIT TO PARTICIPATE IN A OHIO PUBLIC WORKS COMMISSION APPLICATION TO FUND A PORTION OF THE COSTS OF THE EASTERN ROAD RECONSTRUCTION PROJECT IN THE CITY OF NORTON, AND COMMITTING TO PROVIDE FUNDING FOR THE LOCAL SHARE, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Norton has determined to submit an application to the Ohio Public Works Commission (“OPWC”) to obtain grant and/or loan funding to assist with the Eastern Road Reconstruction Project (the “Project”);

WHEREAS, the City of Norton has requested the County of Summit to enter into a Cooperative Agreement in the form attached hereto as **Exhibit A** (the “Agreement”), whereby the County of Summit will agree in the future to provide a \$200,000 local share contribution to the Project in order to enhance the City of Norton’s application for grant/loan funding from OPWC; and

WHEREAS, this Council has determined to authorize the Administrative Officer to execute and deliver the Agreement to the County of Summit whereby the County of Summit will agree to contribute \$200,000 as its local share towards this joint application to the OPWC for grant/loan funding for the Project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Norton, Summit and Wayne Counties and State of Ohio, that:

- Section 1. This Council hereby authorizes the Administrative Officer to execute and deliver the Agreement to County of Summit to cooperate in the joint application to the OPWC for grant/loan funding for the Project and to take all further actions as shall be necessary in connection with such application and Agreement.
- Section 2. The Clerk of the Council is directed to forward a certified copy of this Resolution to the OPWC and such other parties as may be necessary to complete the application process.
- Section 3. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council, and that all deliberations of this Council and of any Committees that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 4. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this resolution must be immediately effective so that the application for funding from the OPWC can be made and submitted in a timely manner; wherefore, this resolution shall be in full force and effect immediately upon its adoption and approval by the Mayor; otherwise, it shall take effect at the earliest time permitted by law.

Emergency Vote: _____Yeas _____Nays

Date passed: _____

Dennis McGlone, President of Council

Date submitted to the Mayor _____

Attest: _____
Kerry Macomber, Clerk of Council

Mike Zita, Mayor

Date approved by the Mayor _____

I, Kerry Macomber, Clerk of Council for the City of Norton, Summit and Wayne Counties, Ohio do hereby certify that the foregoing Ordinance No. ____-2021 was duly and regularly passed by the Council of the City of Norton, Summit County, Ohio at a meeting held on _____, 2021.

Kerry Macomber, Clerk of Council

Prepared and approved as to legal form by Justin P. Markey, Solicitor, City of Norton, May 13, 2021.

EXHIBIT A
Cooperative Funding Intergovernmental Agreement
between
The City of Norton, Ohio
and
The County of Summit
for
Infrastructure Improvements

This Cooperative Funding Intergovernmental Agreement (“Agreement”) is entered into this _____ day of _____, 2021 by and between the City of Norton, Ohio (“Norton”), an Ohio chartered political subdivision, with its principal place of business located at 4060 Columbia Woods Drive, Norton, Ohio 44203, and the County of Summit (“Summit”), an Ohio chartered political subdivision, with its principal place of business located at 175 S. Main Street, Akron, Ohio 44308 (hereinafter collectively referred to as the “Parties”).

RECITALS:

WHEREAS, the Ohio Public Works Commission’s (hereinafter referred to as the “OPWC”) State Capital Improvement Program (hereinafter referred to as the “SCIP”) provides financial assistance, through grants, loans, and loan assistance or local debt support, to political subdivisions who complete capital improvements to their public infrastructure; and,

WHEREAS, political subdivisions who apply for SCIP funding may receive additional application points, which can increase their likelihood of receiving said assistance, when they submit joint applications with other jurisdictions from within their OPWC district; and,

WHEREAS, to qualify for joint application points each applicant must contribute either twenty percent (20%) of the local cash share or a minimum of Fifty Thousand Dollars (\$50,000.00) toward the capital improvement and have legislation from their respective governing bodies authorizing the joint application; and,

WHEREAS, Norton intends to seek authorization from Norton City Council to apply for an OPWC grant to partially fund the reconstruction of Eastern Road from East of Cleveland-Massillon to State Route 21, located in the County of Summit and the Cities of Norton, Barberton, and New Franklin; and,

WHEREAS, both Parties intend to seek authorization from their respective Councils to submit joint OPWC grant applications for, and to financially participate in, the capital improvements, whereby allowing the Parties to obligate the local cash share funds necessary to qualify for OPWC joint community application points; and,

WHEREAS, the Parties desire to enter into this Agreement, thereby mutually promising and agreeing to financially contribute to each of the aforementioned infrastructure improvements, in a total amount not to exceed \$200,000.00, and to the joint filing of Ohio Public Works Commission (“OPWC”) grant applications toward the same; and,

WHEREAS, this Agreement was authorized by Summit County Council by the adoption of Resolution No. _____;

WHEREAS, this Agreement was authorized by Norton’s City Council by the adoption of Resolution No. _____;

NOW, THEREFORE, in consideration of the covenants and promises set forth below, and of other good and valuable considerations, Summit County and Norton do hereby agree to jointly participate in the funding of and Norton’s road reconstruction project, and to the joint filing of OPWC grant application under the following terms and conditions:

SECTION 1.

The Recitals set forth above are incorporated into this Agreement.

SECTION 2.

- A. The County of Summit promises and agrees to cooperate in the joint filing of Norton’s OPWC grant application to fund the Eastern Rd resurfacing and reconstruction project, therein committing to financially contribute \$200,000.00 toward the completion of Norton’s improvements.

- B. Both Parties understand and agree that the provisions of this Agreement are contingent upon the availability of funds. Parties will provide sufficient notice before initiating improvement(s) and coordinate the submittal(s) of OWPC documentation toward the same.

SECTION 3.

It is mutually understood and agreed upon that in achieving the objectives of this Agreement, the Parties shall adopt legislation from their governing bodies that authorizes their duly authorized representative(s) to execute any ordinance, resolution, agreements or other documents necessary to submit OPWC joint grant applications as well as appropriating the necessary funds toward the same.

SECTION 4.

This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by all parties.

SECTION 5.

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and under the jurisdiction of a Court in Summit County, Ohio.

SECTION 6.

The Parties agree that neither party has the power or authority to bind the other party to contracts or other obligations.

SECTION 7.

The Parties agree that each party has had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, both the County of Summit and Norton agree that the rule of construction that any ambiguity in this Agreement is to be construed against the drafting party is not applicable.

SECTION 8.

In the event of a conflict between the terms and provisions of the body of the Agreement, and any exhibit hereto, the terms and provisions of the body of the Agreement shall control.

SECTION 9.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same.

SECTION 10.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

SECTION 11.

This Agreement is not binding unless executed in full and signed by both Parties

(End of text. Signatures to follow on the next page.)

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement this __ day of _____, 2021.

CITY OF NORTON

By:

Robert Fowler, City Administrator

Date: _____

Approved as to form:

Justin Markey
Solicitor

COUNTY OF SUMMIT

By:

Ilene Shapiro County Executive

Date: _____

Approved as to form:

Deb Matz
Law Director