

2021-233 Exhibit A

Ordinance 66-2021

Presented by:
Director of Public Service Michael Rorar

AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE AGREEMENT WITH COUNTY OF SUMMIT DEPARTMENT OF SANITARY SEWER SERVICES FOR THE INSTALLATION OF A SANITARY FORCE MAIN AS A PART OF THE EAST AVENUE/WASHBURN ROAD INTERSECTION IMPROVEMENT PROJECT AND PROVIDING FOR IMMEDIATE ENACTMENT

WHEREAS, the City of Tallmadge in conjunction with the County of Summit through the Department of Sanitary Sewer Service, is planning on installing a Sanitary Force Main as Part of the East Avenue/Washburn Road Intersection Improvement Project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TALLMADGE, COUNTIES OF SUMMIT AND PORTAGE, STATE OF OHIO:

SECTION 1. The Mayor is hereby authorized to enter into a Cooperative Agreement with County of Summit Department of Sanitary Sewer Services for the installation of a Sanitary Force Main as a part of the East Avenue/Washburn Road Intersection Improvement Project.

SECTION 2. That such Agreement is subject to approval of the Board of Control.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after November 28, 1975 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 4. That this ordinance is necessary to provide for and to accomplish the purposes herein set forth, which are conducive to the health, safety, and welfare of the citizens of Tallmadge. For that reason, provided this ordinance shall receive the affirmative vote of three-fourths of the members of Council and approval by the Mayor, it shall be enacted immediately and shall be of immediate effect.

Passed: May 27, 2021
Regina G. Conti
Susan E. Burton, Clerk of Council
MER/jvrc Regina G. Conti, Deputy
5/24/21
Filed with the Mayor 05-27-21

Carol Kilway
Carol Kilway, President of Council

Approved:
David G. Kline
David G. Kline, Mayor

This 27th day of May, 2021

Committee Assignment: Public Service

Readings: 1st 05-27-2021 2d — 3d —

Vote: 7 - 0 - 0
For: 7 Against: 0 Abstain: 0

COOPERATION AND COST SHARING INTERGOVERNMENTAL AGREEMENT
between
THE COUNTY OF SUMMIT, OHIO
and
THE CITY OF TALLMADGE
for
THE EAST AVE/WASHBURN ROAD INTERSECTION IMPROVEMENT

This Cooperation and Cost Sharing Intergovernmental Agreement (“Agreement”) is entered into this 8 day of July, 2021 by and between the County of Summit, Ohio (“County”), an Ohio Charter County with its principal place of business located at 175 South Main Street, 8th Floor, Akron, Ohio 44308, on behalf of its Department of Sanitary Sewer Services (“DOSSS”) and the City of Tallmadge (“City”), an Ohio chartered political subdivision, with its principal place of business located at 46 North Avenue, Tallmadge, Ohio 44278 (hereinafter collectively referred to as the “Parties”).

RECITALS:

WHEREAS, the County intends to replace the existing 6” DIP forcemain located on East Avenue with a new 6” forcemain that will run from the East Avenue Pump Station to the discharge location, manhole ZAQQ. The proposed forcemain will be approximately 1,900 lf, will be located within a 10’ easement along the North R/W line of East Avenue and will be located within the public right-of-way (“Sanitary Sewer Forcemain”); and

WHEREAS, the City intends to complete its East Ave/Washburn Road Intersection Improvement, wherein the City will widen and resurface East Avenue and Washburn Rd. to add a left turn lane and traffic signal. The proposed project includes adding new traffic signal(s), curbing, sidewalk(s), drainage, pavement markings and replacing the existing forcemain that runs through East Avenue (“Improvement”);

WHEREAS, recognizing that there will be greater efficiency in both cost and logistics if the respective projects are combined, the County wishes to incorporate its Sanitary Sewer Forcemain as a portion of the City’s Improvement; and

WHEREAS, the Parties desire to enter into this Agreement, whereby allowing the County to participate with the City in the completion of its Improvement by paying an amount not to exceed \$198,546.50 toward the construction costs of the Sanitary Sewer Forcemain portion of the Improvement, , for a total amount not to exceed \$ 198,546.50 ; and

WHEREAS, this Agreement was authorized by the City's Council by the adoption of City Council Ordinance No. 66-2021; and

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

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, and of other good and valuable considerations of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. RECITALS

The Recitals set forth above are incorporated into this Agreement.

SECTION 2. COOPERATION AND PARTICIPATION

It is mutually agreed and understood between the Parties that they will cooperate with respect to the construction of the Sanitary Sewer Forcemain portion of the Improvement, each coordinating between themselves and Lockhart Concrete to complete said construction. Additionally, the City will oversee and manage the construction of the Sanitary Sewer Forcemain portion of the Improvement and the County will perform inspection services toward the same. Further, the County shall have the ability to review the Sanitary Sewer Forcemain construction toward its completion and whenever change orders are requested, and such review request(s) shall not be unreasonably withheld.

SECTION 3. FUNDING

The County shall pay to the City within forty-five (45) days of invoice an amount not to exceed \$198,546.50 for the construction of the Sanitary Sewer Forcemain portion of the Improvement, which is further detailed in Exhibit "A" attached hereto and incorporated herein as if fully rewritten. Further, the Parties agree that any invoicing costs exceeding \$198,546.50 shall be reviewed by the County prior to approval by the City. All County approved change orders shall be paid in accordance with, and subject to, County Ordinances.

SECTION 4. EXTENT OF AGREEMENT

This Agreement shall expire upon the successful completion of the obligations contained herein. 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. APPLICABLE LAW

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. WAIVER

A waiver by any party of any breach or default by any other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

SECTION 7. CONFLICT

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 8. TIME IS OF THE ESSENCE

Time is of the essence of this Agreement.

SECTION 9. COUNTERPARTS

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. ELECTRONIC SIGNATURES

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.

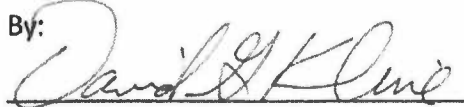
SECTION 11. EXECUTION

This Agreement is not binding upon the City unless executed in full and is effective as of the date signed by the County's Executive.

(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 TALLMADGE

By: 
David Kline, Mayor


Date: 7/9/2021

COUNTY OF SUMMIT

By: _____
Ilene Shapiro, Executive

Date: _____

APPROVED AS TO FORM:


Megan Raber
Director of Law

APPROVED AS TO FORM:

Deborah S. Matz
Director, Department of Law
and Risk Management

SANITARY FORCEMAIN			
301	ASPHALT CONCRETE BASE, PG70-22M	\$ 300.00	\$ 4,200.00
304	AGGREGATE BASE, AS PER PLAN	\$ 46.00	\$ 644.00
441	ASPHALT CONCRETE SURFACE COURSE (448), TYPE 1, PG70-22M	\$ 300.00	\$ 900.00
441	ASPHALT CONCRETE INTERMEDIATE COURSE (448), TYPE 2, PG70-22M	\$ 300.00	\$ 1,200.00
659	TOPSOIL	\$ 20.00	\$ 4,040.00
659	SEEDING AND MULCHING	\$ 2.50	\$ 4,562.50
SPECIAL	6" PVC FORCEMAIN	\$ 90.00	\$ 175,500.00
SPECIAL	AIR RELEASE VALVE, COMPLETE	\$ 7,500.00	\$ 7,500.00
SANITARY SEWER SUBTOTAL:			\$ 198,546.50

