

**Cooperative Funding Intergovernmental Agreement**  
**Between**  
**County of Summit, Ohio**  
**and**  
**City of New Franklin**  
**for the**  
**S.R. 93 Sewer Extension Project**  
**(Project Q-834-2D)**

**This Cooperative Funding Intergovernmental Agreement** (“Agreement”) is entered into effective on the date signed by the County Executive, by and between the **County of Summit, Ohio** (“County”), an Ohio charter county, with its principal place of business located at 175 S. Main Street, 8<sup>th</sup> Floor, Akron, Ohio 44308, on behalf of its Department of Sanitary Sewer Services (“DSSS”) and the **City of New Franklin** (“City”), an Ohio municipal corporation with its principal place of business located at 5611 Manchester Road, New Franklin, Ohio 44319 (hereinafter collectively referred to as the “Parties”).

**RECITALS**

**WHEREAS**, the County established the Summit County Metropolitan Sewer District for the purpose of preserving and promoting the public health and welfare by providing sewer services pursuant to Ohio Revised Code § 6117.01; and

**WHEREAS**, the City intends to encourage economic development along Manchester Road (State Route 93) that will require infrastructure improvements including sanitary sewer services from the County; and

**WHEREAS**, the County and City desire to extend sanitary sewer services with the S.R. 93 Sewer Extension Project (“Project Q-834-2D”) that proposes the construction of sanitary sewers to serve approximately twenty-five residential homes and commercial buildings located on Manchester Road (State Route 93), between West Nimisila Road and Johns Road, in the City of New Franklin; and

**WHEREAS**, the construction of Project Q-834-2D shall consist of the installation of approximately 4,302.81 lineal feet of 10” sewer pipe and approximately 164.61 lineal feet of 8” sewer pipe for treatment at the Zelray Park Wastewater Treatment Plant #48 located in New Franklin; and

**WHEREAS**, because of the benefit that Project Q-834-2D shall provide to the County’s sanitary sewer system, the County agrees to provide the City with a local share contribution payment according to the terms set forth in this Agreement; and

**WHEREAS**, the Parties shall enter into a separate Agreement for Construction of Municipally Financed Gravity Sewer (also referred to as the “Developer’s Agreement”) that provides that the City shall complete construction of Project Q-834-2D and upon acceptance by the County, the City shall then transfer ownership of the assets of Project Q-834-2D to the County; and

**WHEREAS**, upon transfer of the ownership of the assets of Project Q-834-2D from the City to the County in accordance with the terms of the Developer’s Agreement, the County shall render a local share contribution payment to the City in accordance with the terms as set forth in this Agreement; and

**WHEREAS**, the County is authorized to enter into this Agreement and shall obtain legislative approval if required pursuant to the Codified Ordinance of Summit County Section 177.21(b); and

**WHEREAS**, the City is authorized to enter into this Agreement and shall obtain legislative approval from its City Council to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the covenants and promises set forth herein, and for other good and valuable consideration, the County and the City agree as follows:

**SECTION 1.** The Recitals set forth above are incorporated into this Agreement.

**SECTION 2.**

- A. The Parties shall execute a separate Agreement for Construction of Municipally Financed Gravity Sewer (also referred to as the “Developer’s Agreement”) for Project Q-834-2D.
- B. The City awarded the construction contract to Lockhart Concrete Co. as authorized by City Council Resolution No. 25-R-66 on November 19, 2025 and the City will oversee and manage the construction of Project Q-834-2D as depicted in the project drawing attached and incorporated herein by reference as **Exhibit A.**
- C. The County will perform inspection services and shall have the ability to review the construction and review any change orders for Project Q-834-2D.
- D. The City shall complete construction of Project Q-834-2D and upon acceptance by the County in accordance with the terms of the Developer’s Agreement, the City shall transfer ownership of the assets of Project Q-834-2D to the County.
- E. The total estimated cost of Project Q-834-2D is **Two Million Five Hundred Sixty-Nine Thousand Eight Hundred Eighty Dollars (\$2,569,880.00)** as shown in the bid summary attached and incorporated herein as **Exhibit B.** The Northeast District Office of the Ohio

Environmental Protection Agency approved the permit-to-install and plans as shown on **Exhibit C** which is attached and incorporated herein by reference.

- F. The County agrees to pay the City a local share contribution payment in an amount not to exceed **Three Hundred Eighty-Five Thousand Dollars (\$385,000.00)** for Project Q-834-2D upon the transfer of ownership of the assets of Project Q-834-2D to the County in accordance to the terms of this Agreement.
  
- G. The City agrees to pay the remainder **Two Million One Hundred Eighty Four Thousand Eight Hundred Eighty Dollars (\$2,184,880.00)** of the total estimated cost of Project Q-834-2D; and

**SECTION 3.** It is mutually understood and agreed that in order to proceed under the terms of this Agreement, the County and City shall each adopt legislation, if required, from its governing body that authorizes its duly authorized representatives to execute any ordinance, resolution, agreement or other documents necessary to appropriate the necessary funds to comply with this Agreement.

**SECTION 4.** This Agreement represents the entire agreement between the Parties and supersedes all prior verbal or written negotiations, representations or agreements. 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 City and the County 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 this Agreement and any exhibit hereto, the terms and provisions of this 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 Ohio Revised Code 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 upon the City unless executed in full and is effective as of the date signed by the County Executive.

**IN WITNESS WHEREOF**, and intending to be legally bound, the parties have executed this Agreement effective on the date signed by the County Executive.

**The City of New Franklin**

Approved as to form:

By: \_\_\_\_\_  
Stephen D. Rector, Mayor

\_\_\_\_\_  
Law Director

Date: \_\_\_\_\_

**County of Summit, Ohio**

Approved as to form:

By: \_\_\_\_\_  
Ilene Shapiro, Executive

\_\_\_\_\_  
Brian Harnak, Director  
Department of Law and Risk Management

Date: \_\_\_\_\_



November 13, 2025

**SR 93 Sanitary Sewer - Bid Summary**

The following is a summary of bids received on 10/29/2025 at 10:00AM for the above-referenced project:

**Engineer's Estimate**

The Engineer's Official Estimate of Probable Cost for this Project is \$2,600,000.

**Bids Received**

The Engineer (OHM Advisors) has reviewed all bids and hereby provides the following list of Bidders and bid prices:

<b>Bidder</b>	<b>Base Bid</b>
1. Lockhart Concrete Co.	\$2,569,880.00
2. H.M. Miller Construction Co.	\$2,589,373.30
3. Wenger Excavating, Inc.	\$2,859,485.00
4. Fechko Excavating, LLC	\$2,915,555.00
5. Rudzik Excavating	\$2,945,387.43
6. S.E.T., Inc.	\$2,952,367.04
7. Xtreme Elements, LLC	\$2,958,855.00
8. Fabrizi Trucking & Paving Co., Inc.	\$2,961,750.50
9. J.S. Bova Excavating LLC	\$3,073,395.00
10. Karvo Companies Inc	\$3,817,000.00

**Bid Summary**

Upon review of references, equipment, materials, suppliers, subcontractors, and all documents submitted as required by the bid documents and a pre-award conference held at New Franklin City Hall on November 4, 2025, the following is the lowest responsive and responsible bidder:

**Lockhart Concrete Co.                      \$2,569,880.00**  
800 W Waterloo Road  
Akron, OH 44314-1528

Should you have any questions or require additional documentation, please let me know.

Sincerely,  
OHM Advisors



Josh Slaga, PE  
Principal

**REPORT ON A PERMIT-TO-INSTALL (PTI) APPLICATION (DSWPTI-251109) AND DETAILED PLANS OF A SANITARY SEWER PROJECT FOR SR 93 SEWER EXTENSION PROJECT, LOCATED IN THE CITY OF NEW FRANKLIN, SUMMIT COUNTY, OHIO.**

On November 7, 2025, detailed plans of the above-referenced project were received by the Northeast District Office of the Ohio Environmental Protection Agency. The plans were prepared on behalf of the applicant, GPD Group, by Summit County Department of Sanitary Sewer Services. Revisions were requested, with the final revisions being received on November 25, 2025.

The proposed sanitary sewer project is located on Manchester Road, between West Nimisila Road and Johns Road, City of New Franklin, Summit County, Ohio. This project will consist of sanitary sewer to service 25 residential homes and commercial buildings. The sewer project will consist of the installation of approximately:

- 4,302.81 lineal feet (LF) of 10-inch diameter SDR 35 PVC sewer pipe (ASTM D3034) with a minimum slope of 0.3% and a maximum manhole spacing of 350 feet.
- 164.61 lineal feet (LF) of 8-inch diameter SDR 35 PVC sewer pipe (ASTM D3034) with a minimum slope of 0.45% and a maximum manhole spacing of 69.86 feet.

Sanitary sewer data sheets were completed and submitted with the plans. Sewage flow will be treated at the Zelray Park #48 Wastewater Treatment Plant (3PH00051). The new sanitary sewers will be owned and operated by the Summit County Department of Sanitary Sewer Services.

The estimated project cost is \$2,677,556.00

**Summary**

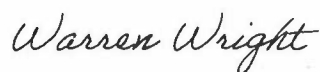
Detailed plans of the above-referenced project appear satisfactory, and it is recommended that they be approved subject to the standard conditions.

Prepared by:



Josh Herold, REHS  
Environmental Specialist II  
Division of Surface Water

Reviewed by:



Warren Wright, P.E.  
Environmental Specialist 3  
Division of Surface Water