

VILLAGE OF PENINSULA, OHIO

RESOLUTION NO.: 01-2024

INTRODUCED BY: Council person [unclear]

DATE PASSED: January 9, 2024

AN EMERGENCY RESOLUTION INDICATING THE VILLAGE OF PENINSULA'S DESIRE TO PARTICIPATE IN THE COUNTY OF SUMMIT 2024 ROAD PAVEMENT MAINTENANCE AND MARKING PROGRAM AND AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE COUNTY OF SUMMIT, THROUGH THE SUMMIT COUNTY ENGINEER, FOR CERTAIN ROAD PAVEMENT, MAINTENANCE, AND MARKING WORK THROUGH THE PROGRAM

WHEREAS, certain portions of Riverview Road and other Village roads require maintenance and repairs; and

WHEREAS, the Village recognizes that collaboration with the County through the County Road Pavement Maintenance and Marking Program ("the Program") will result in cost advantages to the Village due to better prices on materials, scheduling efficiencies of the service provider, and a savings on engineering and project supervision costs; and

WHEREAS, the Village hereby expresses its desire to participate in the Program for the purpose of effectuating the road repairs referenced in the attachment hereto (hereinafter referenced as "the Project"); and

WHEREAS, the estimated construction cost for the Project (hereinafter referenced as the "Project's Construction Cost") is estimated to be \$225,000; and

WHEREAS, the County Engineer plans to seek and award bids for the 2024 County Road Paving and Maintenance Program, including the Village of Peninsula Project referenced herein, with a not to exceed cost of \$250,000 for the Project; and

WHEREAS, the Village agrees to provide funding for the Project in an amount not to exceed \$250,000; and

WHEREAS, the Summit County Engineer and Village desire to enter into the attached Agreement to confirm the Project's estimated construction cost and designate the County of Summit as the lead agency for administration of competitive bidding of the Project; and

WHEREAS, said Agreement will cite the Village's share of the Project's Construction Costs as an amount not to exceed \$250,000; and

WHEREAS, this Council has determined that authorizing the Mayor to enter into this Agreement with the County of Summit is necessary and in the best interests of the Village of Peninsula.

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NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Peninsula, Summit County, Ohio, to wit:

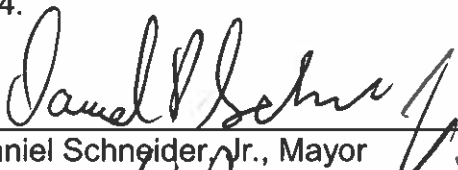
SECTION 1. Council hereby and herein expresses its interest in participating in the County of Summit Road Paving and Maintenance Program in 2024 and authorizes the Mayor to enter into the attached Cooperative Agreement, or an Agreement that is substantially similar thereto, with the County of Summit, through the Summit County Engineer, relating to the Program for the paving, maintenance, and marking work for the Project specified herein, with the estimated Project Construction Cost to the Village of \$225,000 and the net estimated maximum cost commitment from the Village being an amount not to exceed \$250,000.

SECTION 2. 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 all deliberations of this Council or any of its committees that resulted in such formal action were taken in meetings open to the public and/or in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and welfare of the residents of the Village of Peninsula for the reason that it will assist with providing safe and convenient travel within the Village and its prompt adoption is necessary to permit the Village to participate in the program in 2024, and therefore, this Resolution shall take immediate effect upon its passage.

IN WITNESS WHEREOF, we have hereunto set our hands this 5th day of January, 2024.

Passed:



Daniel Schneider, Jr., Mayor

Attest:



Katie Iaconis, Fiscal Officer

Approved as to Legal Form.



Bradric T. Bryan, Solicitor

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I, Katie Iaconis, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly passed by the Council of the Village of Peninsula, at a meeting held on the 6th day of January, 2024.



Katie Iaconis, Fiscal Officer

Posting Certificate

I, Katie Iaconis, Fiscal Officer of the Village of Peninsula, Summit County, Ohio, hereby certify that there is no newspaper published in the Municipality, and publication of the foregoing Resolution was made by posting true and accurate copies thereof at five of the most public places in the Village as previously determined by Council, each for a period of at least fifteen days, commencing on the 1st day of January, 2024, as follows:

1. Terry Lumber & Supply;
2. Valley Fire District;
3. Peninsula Library & Historical Society;
4. Peninsula Village Hall Lobby; and
5. Peninsula Post Office.



Katie Iaconis, Fiscal Officer

**AGREEMENT OF COOPERATION
BETWEEN THE COUNTY OF SUMMIT AND
THE VILLAGE OF PENINSULA
FOR PAVEMENT MAINTENANCE AND/OR MARKING COLLABORATION**

This Agreement of Cooperation is made this ____ day of _____, 2024 by and between the County of Summit (the "County"), acting through the County Executive for the County Engineer, hereafter referred to as the "Engineer", and the Village of Peninsula, hereafter referred to the "Village", with the County and Village referenced hereby jointly as the "Parties" and separately as each "Party".

WITNESSETH:

WHEREAS, the Village is requesting Pavement Maintenance and/or Marking services within the Village's corporate limits as necessary; and

WHEREAS, the Village and the County recognize that collaboration on Pavement Maintenance and/or Marking projects can result in cost advantages for all participants due to increased volume of materials required and scheduling efficiencies for the service provider; and

WHEREAS, the Village and the County recognize that in order for all participants to fully benefit from collaboration it is imperative that participation in the project be maintained for the duration of the project once a service provider has been selected through the competitive bidding process; and

WHEREAS, the Village desires the County to provide these services through the County Engineer; and

WHEREAS, by Village of Peninsula Resolution No. 01-2024, the Mayor is authorized to enter into an agreement with the County for the payment of costs of this Project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and terms to be kept and performed hereunder, the Parties agree as follows:

Section 1 – SCOPE OF WORK – PAVEMENT MAINTENANCE AND/OR MARKING

The Scope of Work covered by this Agreement consists of Pavement Maintenance and/or Marking within the Village's corporate limits. The parties have prepared an itemized inventory documenting the roads within the Village's corporate limits for which the Engineer shall perform Pavement Maintenance and/or Marking (the "Inventory"), said Inventory being attached hereto as Exhibit 1, which is fully incorporated herein. The parties agree that the County will include the provided inventory in its regular bidding process.

If the parties desire that any new sections of roadway shall become part of this Agreement, the Inventory shall be adjusted accordingly and approved in writing by both parties as an amendment to this agreement.

Section 2 – CITY/VILLAGE RESPONSIBILITIES

- A) The Village shall make payments to the contractor directly as specified in the final contract awarded by the County.
- B) As part of the Inventory, the Village shall provide estimated quantities and costs for the project. The County will have the ability to review the Inventory. The County bid will be limited to ODOT and County specified bid items.
- C) The Village will be responsible for providing any necessary inspection, engineering, and project design.
- D) All contract modifications and change orders agreed to by the Village and the contractor shall be submitted to the County for final approval. Such approval shall not be unreasonably withheld by the County.
- E) The Village shall adopt appropriate enabling legislation to participate in the program. Once the County advertises the project, the Village agrees to commit to the quantities and services contained in the bid subject to a total cost which shall not exceed \$250,000. Additions and deletions to the specified quantities and/or services are subject to approval by the County Engineer. The County intends to advertise for

bids on February 8, 2024 and February 15, 2024. Bids are scheduled to be opened on March 1, 2024, through March 8, 2024.

- F) The Village agrees that it will fund the project with local funds only. Projects receiving state or federal assistance cannot be included in the Inventory presented to the County as part of this agreement.
- G) Field testing and inspection of materials and services provided shall be the responsibility of the Village.

Section 3 – COUNTY RESPONSIBILITIES

- A) The County shall administer the bidding process. Municipalities will be listed separately on unit cost sheets within the overall bid documents. Bids will be evaluated on the total lowest bid of the entire contract.
- B) The County shall provide administrative support required to ensure the successful implementation of this agreement and resulting contracts with service providers selected through the bidding process.
- C) For the work performed for the County-on-County Highways, the County shall make payments to the contractor directly as specified in the final contract awarded by the County.
- D) The County shall provide estimated quantities and costs for the portion of the project on County Highways. The sum of all construction cost estimates shall be prepared by the County. The County bid will be limited to ODOT specified bid items.
- E) The County will be responsible for providing any necessary inspection, engineering, and project design for the portion of the project on County Highways.
- F) The County will be responsible for material certifications.
- G) The County shall provide in the construction contracts that the Village is a third-party beneficiary of the contract, and that the Village will have direct recourse against the Contractor should a dispute arise as to a particular project.

Section 4 – TERMS OF PAYMENT

The Village shall make payments directly to the contractor within the deadlines specified in the final contract.

Section 5 – DISPUTE RESOLUTION

A) In the event a dispute arises regarding this Agreement, notification of such dispute shall be sent to the Summit County Engineer and a designated representative of the Village, in writing.

In such notification, the disputing party shall present such evidence as may support their position. The representatives for each party shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period of time. Should the parties be unable to resolve the dispute, either party may resort to its legal remedies as may be appropriate.

B) In the event a dispute arises between the Village and the contractor, notification of such dispute shall be sent to the Summit County Engineer by the Village, in writing.

In such notification, the Village shall present such evidence as may support its position. The Engineer will review the complaint with the Village and the Contractor to informally resolve the dispute. Should the Parties be unable to resolve the dispute, the Engineer shall render a decision on the dispute in a reasonable amount of time.

The Village agrees that the Engineer's decision is final. Each Party shall bear its own legal costs unless otherwise agreed.

Section 6 – INSPECTIONS

Periodic inspections may be performed jointly by representatives of the County and the Village, to determine the level of service being provided on the Village's roadway system.

Section 7 – TERM

This agreement becomes effective upon signature by the parties and shall extend through the final completion of the project.

Section 7 – APPLICABLE LAW

The County and Village agree to comply with all applicable federal, state, and local laws in the conduct of the work hereunder.

Section 8 – EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement of the Parties for cooperation on the Project and supersedes all prior negotiations, representations or agreements, either written or oral. Only a written instrument signed by each Party may amend this Agreement.

IN WITNESS WHEREOF, the Parties hereto have affixed their hands, the County by the signatures of the County Engineer and the County Executive and the Village by the signature of the Mayor.

THE VILLAGE OF PENINSULA



Daniel Schneider, Jr., Mayor

1/9/24
Date

THE COUNTY OF SUMMIT

Authorized By:

Ilene Shapiro, County of Summit Executive

Date

Recommended By:

Alan Brubaker, P.E., P.S., Summit Cty. Eng.

Date

Approved as to Legal Form and Correctness:

Sherri Bevan Walsh, Cty. of Summit Prosecutor

Date

**AGREEMENT OF COOPERATION
BETWEEN THE COUNTY OF SUMMIT AND THE VILLAGE OF PENINSULA
FOR PAVEMENT MAINTENANCE AND/OR MARKING SERVICES**

Inventory – Exhibit 1

Project Submitted is for Motor Paving and Markings for a certain portion of Riverview Road North of Rt. 303 with the following dimensions (2,392' x 22') and a certain portion of Riverview Road South of Rt. 303 with the following dimensions (2,290' x 22').