

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 171

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND CONSENTING TO COLUMBIA TOWNSHIP PREPARING AND SUBMITTING AN APPLICATION FOR STATE OF OHIO ISSUE 1 FUNDING FOR THE ASPHALT RESURFACING OF MARKS ROAD FROM LUNN ROAD SOUTH TO BOSTON ROAD, IN THE CITY OF STRONGSVILLE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A COOPERATION AGREEMENT REGARDING THE PROJECT; AND DECLARING AN EMERGENCY.

WHEREAS, Marks Road is a county road located partly within the boundaries of the City of Strongsville (Cuyahoga County) and partly within Columbia Township (Lorain County); and

WHEREAS, the City of Strongsville and Columbia Township are desirous of making application to the State of Ohio for Issue 1 funding in connection with the asphalt resurfacing of Marks Road from Lunn Road south to Boston Road (hereinafter referred to as the "Marks Road Resurfacing Project"); and

WHEREAS, Columbia Township has agreed with the City of Strongsville to make a joint application to the State of Ohio for Issue 1 funding, on behalf of both entities, in connection with the Marks Road Resurfacing Project, and also to mutually cooperate in seeking additional funding from Cuyahoga County; and

WHEREAS, it has been agreed that Columbia Township will be the lead agency in connection with the Project, and the parties, therefore, shall execute a Cooperation Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That the City of Strongsville consents to and authorizes Columbia Township to prepare and submit an application to the Ohio Public Works Commission for Issue 1 funding for the Marks Road Resurfacing Project; and for the Township as lead agency to execute all documents and do all things necessary in furtherance thereof.

Section 2. That the parties will execute a Cooperation Agreement substantially in the form attached as Exhibit 1, which is incorporated herein and approved, but subject to final adjustments, if any, by the Law Director.

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Section 3. That, if such application is approved, it is the intent of this Council to pay for the City of Strongsville's portion of the costs in connection with such Project from the General Capital Improvement Fund.

Section 4. That the Clerk of Council be and is hereby authorized and directed to forward a certified copy of this Ordinance to the Service Director and/or other designated official representative of Columbia Township.

Section 5. 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 any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 6. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the preparation and submission of the application for funding is immediately necessary in order to meet the State of Ohio application filing deadline, provide for improved highways and more efficient traffic flow, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

Michael Daymut
 President of Council

Approved: Thomas B. Bruer
 Mayor

Date Passed: September 15, 2014

Date Approved: September 16, 2014

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Daymut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DeMio	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dooner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maloney	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schonhut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Southworth	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attest: Aimee Pientka
 Clerk of Council

ORD. No. 2014-171 Amended: _____
 1st Rdg. 09-15-14 Ref: _____
 2nd Rdg. Suspended Ref: _____
 3rd Rdg. Suspended Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: 09-15-14 Defeated: _____

**COOPERATION AGREEMENT
BY AND BETWEEN
CITY OF STRONGSVILLE AND COLUMBIA TOWNSHIP**

This Agreement, by and between the **CITY OF STRONGSVILLE**, County of Cuyahoga, State of Ohio, an Ohio municipal corporation (hereinafter referred to as "City"), and **COLUMBIA TOWNSHIP**, County of Lorain, State of Ohio (hereinafter referred to as "Township"), is hereby entered into on this ____ day of _____, 2014.

WITNESSETH:

WHEREAS, the City and the Township intend to file a joint application to the Ohio Public Works Commission (hereinafter referred to as "OPWC") for Issue I Round 29 funding for the project known as "Marks Road Resurfacing" (hereinafter "Project") which has an estimated construction cost of \$568,132; and

WHEREAS, the OPWC requires that the parties submitting a joint application for funding enter into a "Cooperation Agreement," as authorized by the Ohio Revised Code.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the parties hereto do mutually agree as follows:

1. Lead Agency

The City does hereby authorize the Township to be the lead applicant and, as such, to execute all necessary and appropriate documents both for funding from OPWC and otherwise in connection with the Project, and to provide the necessary construction supervision.

2. Project Financing

- a. The City, on behalf of itself and the Township, has requested \$250,000.00 from the Cuyahoga County Department of Public Works towards funding of the Project. The Township and City are seeking some twenty-six percent (26%) of the estimated construction cost from OPWC.
- b. The City will provide funds totaling fifty percent (50%) of the non-funded construction cost of the Project. Said funds will come from the City's General Capital Improvement funds. Furthermore, the City agrees to pay its share of the cost as invoices are due or at the end of the Project as may be agreed upon.

- c. The Township likewise will provide funds totaling fifty percent (50%) of the non-funded construction cost of the Project. Said funds will come from the _____ . Furthermore, the Township agrees to pay its share of the cost as invoices are due or at the end of the Project as may be otherwise agreed upon.

3. **Project Authorization**

- a. This Project is authorized by City of Strongsville Ordinance No. 2014-171 .
- b. This Project is authorized by Columbia Township Resolution No. _____ .

4. **Term of Agreement**

This Agreement shall commence at the latest date set forth below, and shall be commensurate with the term of the OPWC grant award.

5. **Successors and Assigns**

This Agreement and its rights and responsibilities shall not be assigned or transferred without the prior written consent of the City and the Township.

This Agreement shall be binding upon and inure to the benefit of the City and the Township and their respective successors and permitted assigns.

6. **Severability**

If any section of this Agreement is found to be illegal, unconstitutional, improper or unenforceable, said section shall not affect the enforceability of the remainder of this Agreement.

7. **Entire Agreement; Amendment; Jurisdiction**

This constitutes the entire agreement of the parties with regard to the subject matter, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements of the parties. No modification or amendment of this Agreement shall be binding upon the parties unless the same is in writing, signed by the respective parties hereto, and approved in accordance with law. This agreement shall be subject to and governed by the laws of the State of Ohio.

8. **Waiver**

The waiver of any party hereto of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or any other provision. No waiver shall be binding unless it is in writing, and no course of dealing, delay or omission in the exercise of any rights shall operate as a waiver.

IN WITNESS WHEREOF, Columbia Township and the City of Strongsville, by their respective duly authorized agents, have executed this Agreement on the dates set forth next to their signatures, with proper authorizations in accordance with law.

Signed in the presence of:

Nancy M. Sikorski

CITY OF STRONGSVILLE

By: Thomas P. Perciak
Thomas P. Perciak, Mayor

Date: 9-16-2014

**COLUMBIA TOWNSHIP
(LORAIN COUNTY, OHIO)**

Dick Heidecker, Trustee

Mike Musto, Trustee

Mark Cunningham, Trustee

Date: _____

CERTIFICATE OF LAW DIRECTOR OF STRONGSVILLE

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this 16th day of September, 2014.

Kenneth A. Kraus
Kenneth A. Kraus, Law Director

**CERTIFICATE OF CHIEF ASSISTANT COUNTY PROSECUTOR OF
LORAIN COUNTY**

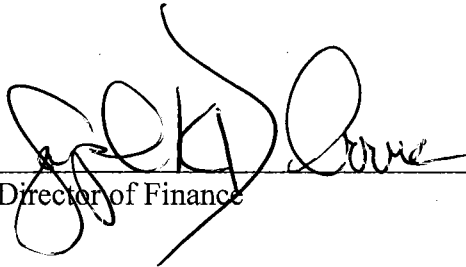
I hereby certify that I have reviewed and approved the form of the foregoing Agreement
this ____ day of _____, 2014.

Chief Assistant County Prosecutor

CERTIFICATION OF FUNDS

I, Joseph K. Dubovec, Director of Finance, for the City of Strongsville, Ohio hereby
certify that the money to meet this Agreement has been lawfully appropriated for the purpose of
the Agreement and is in the treasury of the City, or is in the process of collection to the credit of
the appropriate fund free from prior encumbrance.

September 16, 2014
Date



Director of Finance

CERTIFICATION OF FUNDS

I, _____, Fiscal Officer of Columbia Township, hereby certify that the
money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement
and is in the treasury of the City, or is in the process of collection to the credit of the appropriate
fund free from prior encumbrance.

Date

Fiscal Officer