

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CITY OF STOW FOR COOPERATION AND COST SHARING FOR THE RESURFACING OF A PORTION OF SEASONS ROAD; AND DECLARING AN EMERGENCY.

WHEREAS, the proposed project is to resurface Seasons Road from Allen Road, east approximately 1,925 feet, which is located between the City of Hudson and City of Stow borders;

WHEREAS, under an agreement between the two cities, the City of Stow is taking the lead to enter into agreements for the work and to administer the same and the estimated costs for which the City of Hudson would be responsible for this project is approximately \$45,000 and which this Council has appropriated.

NOW, THEREFORE, BE IT RESOLVED by the Council of Hudson, Summit County, State of Ohio, that:

Section 1: The City Manager is authorized to enter into an agreement with the City of Stow for cooperation and cost sharing for the project to resurface Seasons Road from Allen Road to the east approximately 1,925 feet and in substantially the form set forth in "Exhibit A", attached hereto and incorporated herein by reference.

Section 2: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the citizens of the City, and for the further reason that it is immediately necessary to perform this project in this construction season for the safety of the motoring public; wherefore, this Resolution shall be in full force and effect immediately upon its passage, provided it receives the affirmative vote of five members of Council elected thereto or six affirmative votes if all members of Council are present at the meeting at which it is passed; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

PASSED:

David A. Basil, Mayor

ATTEST:

Elizabeth Slagle, Clerk of Council

I certify that the foregoing Resolution was duly passed by the Council of said Municipality
on _____, 2016.

Elizabeth Slagle, Clerk of Council

EXHIBIT A

AGREEMENT FOR COOPERATION AND COST SHARING FOR THE SEASONS ROAD RESURFACING PROJECT

WHEREAS, a portion of Seasons Road is located in the City of Stow and a portion of Seasons Road is located in the City of Hudson; and

WHEREAS, the Service Director for the City of Stow (hereinafter referred to as "Stow") and the City Engineer for the City of Hudson (hereinafter referred to as "Hudson") have recommended that the contract document have been prepared for the resurfacing and associated improvements to Seasons Road (from Allen Road, east approximately 1,925 feet) (hereinafter referred to as the "Project"); and

NOW, THEREFORE, in consideration of the mutual covenants, premises, conditions, and terms to be kept and performed, it is agreed between the parties as follows:

SECTION 1. CONSENT

Hudson hereby gives its consent for Stow to act as its contractual agent in connection with the Project.

Stow agrees to act as the contractual agent for Hudson in connection with the Project.

Hudson hereby approves and ratifies all contracts which Stow has entered or may enter into on its behalf which pertain to the Project where such written approval has been provided by Hudson.

SECTION 2. COOPERATION

Stow and Hudson each agree to cooperate with respect to the engineering, contract, inspection, survey, utility work, construction, and payment for the Project.

SECTION 3. PARTICIPATION

A. Stow agrees to:

1. Enter into such agreements as are necessary to complete the Project.

B. Hudson agrees to:

1. Provide Stow with all information necessary for the Project including all available information, reports, plans, utility systems and other data pertinent to the Project.

2. Examine all studies, reports, sketches, estimates and other documents presented by Stow and render, in writing, decisions pertaining thereto within a reasonable tie so as not to delay the Project.
 3. Assign a contact person authorized to act as agent for Hudson to review and approve documents, invoices for payment and otherwise represent Hudson with regard to all other matters dealing with the Project as it pertains to Hudson.
- C. It is agreed and understood between Hudson and Stow that Stow shall complete the construction plans, advertise for bids, and award a contract for the Project.
- D. It is agreed and understood between Hudson and Stow that Stow will be the lead agency for the Project.

SECTION 4. FUNDING

- A. The costs for the Project will be divided on a 50/50 basis between Hudson and Stow. Hudson shall reimburse Stow up to a maximum of \$45,000 Hudson Portion. (Total estimated cost \$100,000).

- B. Stow's Responsibility:

Stow shall receive and process all Project documents and invoices. Upon receipt of an invoice, Stow shall review, approve and make payment on behalf of Stow and Hudson, and agrees to advance payment of the entire cost of the Project.

- C. Hudson's Responsibility:

Hudson agrees to make payment to and reimburse Stow 50 percent of the total for Hudson's portion of the local share of the Project, advanced as provided herein, within sixty (60) days after receipt of an invoice from Stow.

SECTION 5. EXTENT OF AGREEMENT

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.

This Agreement expires one (1) year following the acceptance of the project.

The parties hereto have executed this Agreement this ____ day of _____,
2016.

CITY OF STOW

By: _____
The Honorable Sara Drew
Mayor

Date

Approved as to form:

Amber Zibritosky
Law Director, City of Stow

CITY OF HUDSON

By: _____
Jane Howington
City Manager

Date

Approved as to form:

R. Todd Hunt
City Solicitor, City of Hudson

FINANCE DIRECTOR'S CERTIFICATE/CITY OF STOW

I, John M. Baranek, Finance Director of the City of Stow, in accordance with Section 5705.41, Ohio Revised Code, hereby certify that the amount required to meet the obligations of this contract in the fiscal year in which it is made has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrances.

John M. Baranek
Finance Director

Date:_____

FINANCE DIRECTOR CERTIFICATE/CITY OF HUDSON

I, Jeffrey Knoblauch, Finance Director of the City of Hudson, in accordance with Section 5705.41, Ohio Revised Code, hereby certify that the amount required to meet the obligations of this contract in the fiscal year in which it is made has been lawfully appropriated or authorized or directed for such purpose and is in the treasury or in the process of collection to the credit of the appropriate fund, free from any previous encumbrances.

Jeffrey Knoblauch
Finance Director

Date:_____