

City of Norton BOARD OF CONTROL AGENDA

FOR: MONDAY, March 26, 2018

TIME: 6:30pm Council Chambers

CONSIDERATION OF PREVIOUS BOARD OF CONTROL MINUTES

Monday, February 26, 2018 at 6:30 pm

NEW BUSINESS:

1. Enter into agreement with InSite Advisory Group LLC for Economic Development services in an amount not to exceed \$35,000.
2. Award the Administrative parking lot paving contract in the amount of \$49,680 + 10% contingency for a total amount of \$54,648, to Sable Asphalt & Concrete of Akron, Ohio.

cc: Mayor
Administrative Officer
Director of Finance
Law Director
President of Council
Vice President of Council
Council Members and Clerk
file

DRAFT
MINUTES

BOARD OF CONTROL MEETING MINUTES

Monday, February 26, 2018

TIME: 6:30 pm in Council Chambers

PRESENT: Mayor Mike Zita
Robert Fowler, Administrative Officer
Ron Messner, Finance Director
Joe Kernan, Vice President of Council
Scott Pelot, President of Council

ALSO

PRESENT: Charlotte Whipkey, Council-At-Large

ABSENT:

Mayor Mike Zita called the meeting to order at 6:32 pm.

CONSIDERATION OF MINUTES:

Robert Fowler presented the Monday, February 12, 2018, Board of Control meeting minutes as written for approval. Charlotte Whipkey was removed from attendance of the meeting. Mr. Fowler moved to accept the minutes, seconded by Mr. Pelot.

ROLL CALL: YEA VOTES: Messrs. Fowler, Pelot, and Messner
NAY VOTES: None
ABSTENTION: Messrs. Kernan and Zita

Motion passed unanimously.

NEW BUSINESS:

- 1) *Purchase of 2018 Police Cruiser not to exceed \$25,000.*

A motion was made by Mr. Pelot, seconded by Mr. Fowler to accept the proposal by the City of Norton Police Department for the purchase of 2018 Police Cruiser not to exceed \$25,000. Mr. Fowler explained that a prior proposal for the same vehicle needed to be reapproved since the vehicle to be traded in was involved in a traffic accident. In lieu of the trade-in, the City would receive approximately \$20,400 of insurance proceeds to apply to the purchase price of the vehicle.

ROLL CALL: YEA VOTES: Messrs. Fowler, Pelot, Kernan, and Zita
NAY VOTES: None
ABSTENTION: None

Motion passed unanimously.

- 2) *Enter into agreement with Wooster Building LLC for the construction of a carport for the Norton Police Department not to exceed \$33,000.*

Mr. Fowler explained to the Board the timing for the construction of the carport for the Norton Police Department. Three quotes have been obtained and construction will begin in May 2018.

A motion was made by Mr. Pelot, seconded by Mayor Zita to accept the agreement with Wooster Building LLC for the construction of a carport for the Norton Police Department not to exceed \$33,000.

ROLL CALL: YEA VOTES: Messrs. Fowler, Pelot, Kernan, and Zita
NAY VOTES: None
ABSTENTION: None

Motion passed unanimously.

- 3) *Enter into agreement with Garden State Fireworks Inc. for an amount not to exceed \$20,000 for the Bicentennial Fireworks display.*

A motion was made by Mr. Pelot, seconded by Mr. Fowler to accept the agreement with Garden State Fireworks Inc. for an amount not to exceed \$20,000 for the Norton Bicentennial Fireworks display.

ROLL CALL: YEA VOTES: Messrs. Fowler, Pelot, Kernan, and Zita
NAY VOTES: None
ABSTENTION: None

Motion passed unanimously.

- 4) *Enter into an agreement with Engineering Associates for engineering of the Eastern Road Waterline in an amount not to exceed \$49,000.*

A motion was made by Mayor Zita, seconded by Mr. Fowler to accept the agreement with Engineering Associates for engineering of the Eastern Road Waterline in an amount not to exceed \$49,000. Mr. Fowler explained that this design in anticipation of applying for an Ohio Public Works Commission grant.

ROLL CALL: YEA VOTES: Messrs. Fowler, Pelot, Kernan, Zita, and
Messner
NAY VOTES: None
ABSTENTION: None

Motion passed unanimously.

There being no further business, Mr. Kernan motioned the meeting adjourned and Mr. Fowler seconded at 6:47 pm.

Item #1



STATEMENT OF WORK

Thank you for selecting inSITE Advisory Group to assist with professional economic development services to the City. The following outlines the scope of services and terms of the agreement between City of Norton and inSITE Advisory Group.

The Parties agree that this Statement of Work ("SOW") and the Services, (as defined below) performed hereunder will be governed by that certain Services Agreement entered between City of Norton ("Client") and inSITE Advisory Group, LLC ("inSITE"), with an Effective Date of _____ (the "Agreement") and will be attached thereto. All capitalized terms used in this SOW not otherwise defined herein have the meaning defined in the Agreement.

Project:

Economic development services and strategies. (the "Project").

Description of Services: inSITE agrees to perform the following services:

- Downtown Redevelopment Efforts
 - Cleveland-Massillon Road Master Planning
 - Collaboration with Norton City Schools Superintendent and School Board on Cornerstone Development
 - Retail mix attraction
 - Developer attraction
- Implementation of Spring Business Roundtable and Annual Manufacturing Month Event
- Creation of Tax Incentive Review Council (TIRC) - Deferred to Justin Markey
 - Programming and facilitation of annual meeting
- Annual CRA reporting to the State of Ohio
- Blighted and vacant parcel development
 - Commercial property code enforcement initiative
 - Former Barberton Brookside Golf Course
 - Sunset Trailer Park
 - AP Gas Station
- Business Attraction, Expansion and Retention
 - Site selection to assist in business expansion and relocation
 - Business representation and tax incentive negotiation for new and expanding business
- Maintenance of available property database; LocationOne
- Identifying and securing grants, tax credits and other incentives
- Representation at City Council, Planning Commission and Board of Zoning Appeals meetings as needed
 - Zoning Review with CT Consultants (David Hartt)
 - Commercial property code enforcement initiative
- Exploring new development partners and providing introductions to the City

Schedule:

inSITE and Client agree this retainer agreement is for 12 months beginning in January 2018 through December 2018. This agreement is renewable at the same fee for 3 years.

Fees and Expenses:

For this engagement, inSITE proposes an annual contract amount of \$35,000 to be billed in a monthly retainer of \$2,916.67. This retainer is built upon a 20 hour per month schedule at a blended hourly rate for our services at \$175 per hour for Principle and her staff. This program presumes a variance plus or minus 10%. If we anticipate exceeding 20 hours in any given month, additional hours will only be invoiced upon City of Norton approval. As such, if we do not reach the projected 20 hours, we will only invoice for hours worked.

The first invoice will be submitted to Client upon approval to proceed and on the 10th of each month thereafter. A monthly progress update will be supplied with each invoice.

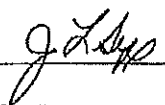
Termination:

inSITE and Client agrees to review the status of the Project after 30 days. If Client elects to terminate the project, inSITE and Client agree to terminate the agreement, otherwise, Client and inSITE will continue the engagement upon completion of final execution of incentive agreements. Client and inSITE may choose to extend agreement at which time, fees can be negotiated.

The person executing this Statement of Work for Client represents that he or she has authority to enter this legally binding contract on behalf of Client, and that he or she has read and agrees to the terms and conditions contained herein and in the Agreement.

inSITE Advisory Group, LLC

City of Norton

Signature: 

Name: Jennifer Syx

Title: President

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A - SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made on _____ (the "Effective Date") by and between City of Norton ("Client") and inSITE Advisory Group, LLC, an Ohio limited liability company ("inSITE").

The following outlines the scope of services and terms of agreement between Client and inSITE:

1. **ENGAGEMENT.** Client hereby retains inSITE to perform certain services ("Services") for Client. inSITE will provide the Services according to the terms and subject to the conditions set forth in this Agreement and subsequently executed Statements of Work. During the Term of this Agreement, Client and inSITE will execute addenda to this Agreement defining the Services and work product ("Work Product") to be provided by inSITE, inSITE's compensation and additional terms and conditions, if any, applicable to a particular engagement (each "Statement of Work"). A Statement of Work may provide a schedule for completion of the Services and Work Product required thereunder (the "Schedule") and specifications for deliverables to be provided (the "Specifications"). This Services Agreement and Statements of Work which are executed by the parties will reference this Agreement and will become part of this Agreement from the date of execution. In the event of a conflict between the provisions of this Agreement and the specific provisions set forth in a Statement of Work, the provisions of such Statement of Work will prevail. inSITE will perform all services with a level of care and skill ordinarily exercised by members of inSITE's profession currently practicing under similar conditions and in compliance with all applicable laws and regulations.

Client may request in writing changes that affect the scope or duration of the Services relating to any Statement of Work. If Client requests such a change then inSITE will promptly notify Client if it believes that an adjustment in the fees to be paid to inSITE with respect to the applicable Statement of Work, or an adjustment to the applicable Schedule or specification, is required. In such case, the parties will negotiate in good faith a reasonable and equitable adjustment in the applicable fees, Schedule and Specifications. inSITE will continue work pursuant to the existing Statement of Work, and will not be bound by any change requested by Client, until such change has been accepted in writing by inSITE.

2. **TERM.** This Agreement will commence on the Effective Date and will continue until inSITE has completed its performance of Services hereunder or until earlier terminated by either party or in accordance with Section 5 of this Agreement (the "Term").

3. **FEES.** Client agrees to compensate inSITE at the compensation set forth in each Statement of Work. In addition, Client will reimburse inSITE at cost for reasonable costs and expenses incurred in performing the Services, provided the same were approved by Client in advance of the same being incurred. Any such costs and expenses that exceed that fall outside the Statement of Work must be approved in writing by the Client in advance. inSITE will invoice Client for expenses during the month following any month in which expenses are incurred.

4. **PAYMENT TERMS.**

a. *Payment.* Invoices for Services and reimbursable expenses will be provided to the Client monthly for Services performed under each Statement of Work. Each invoice will be due and payable

thirty (30) days from its date. In the event that Client disputes any fees set forth on an invoice, Client will pay inSITE so much of the fees as are not disputed and will inform inSITE, in writing, within thirty (30) days of the date of the invoice the basis for objecting to the amount of the fees. The parties will work in good faith to resolve the dispute.

b. *Taxes.* Unless Client provides a valid exemption certificate, Client agrees to pay directly or reimburse inSITE for any sales, use, property, value-added or other taxes (excluding taxes based on inSITE's net income) arising out of this Agreement and for which inSITE has the responsibility for collection and submission to the taxing authority.

c. *Additional Payment Terms.* Client agrees to pay and indemnify inSITE for any costs, including attorney, legal and other collection fees, incurred by inSITE in the course of collecting undisputed past due amounts through any third party collection services retained by inSITE to collect undisputed unpaid, past due amounts under this Agreement.

5. **TERMINATION.** Either party may terminate this Agreement and/or any outstanding Statement of Work, (a) upon written notice to the other party, in the event that the other party breaches a material term of this Agreement or any Statement of Work and such breach remains unresolved at the end of ten (10) business days after receipt of written notice specifically outlining such breach; or (b) as otherwise provided in a Statement of Work. Upon any termination, all obligations of the parties hereto will terminate, except that all fees and expenses that are not being disputed which have been incurred or earned in connection with the performance of the Services by inSITE will be immediately due and payable through and including the effective date of such termination. Disputes over fees shall be remedied in accordance with Section 8 below, which Section shall survive the termination of this Agreement.

6. **LIMITS OF LIABILITY.** INSITE HEREBY REPRESENTS THAT INSITE A.) HAS THE RIGHT TO ENTER INTO THIS AGREEMENT AND PERFORM THE SERVICES AND B.) HAS ALL THE LICENSES, IF ANY NEEDED TO PERFORM THE SERVICES. EXCEPT AS SET FORTH HEREIN, INSITE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, OR IMPLIED, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE OR ANY OTHER MATTER. INSITE'S MAXIMUM LIABILITY TO CLIENT ARISING FOR ANY REASON RELATING TO INSITE'S PERFORMANCE OF SERVICES UNDER A STATEMENT OF WORK WILL BE LIMITED TO THE AMOUNT OF FEES PAID TO INSITE FOR THE PERFORMANCE OF SUCH SERVICES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, INSITE AND CLIENT AGREE THAT IN NO EVENT WILL INSITE OR CLIENT BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, STATUTORY OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS, REVENUE, USE OR SALES, OR FOR INJURY TO PERSON OR PROPERTY OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS.

7. **INDEPENDENT CONTRACTOR.** inSITE is performing the Services as an independent contractor and not as an employee of Client and none of inSITE's personnel will be entitled to receive any compensation, benefits or other incidents of employment from Client. inSITE will be responsible for all taxes and other expenses arising from the employment or relationship between inSITE and its personnel and the rendition of Services hereunder by such personnel to Client. Nothing in this Agreement will be deemed to constitute a partnership or joint venture between Client and inSITE, nor will anything in this Agreement be deemed to constitute inSITE or Client as the agent of the other. Neither inSITE nor Client will be or become liable or bound by any representation, act or omission whatsoever of the other.

8. **SEVERABILITY; GOVERNING LAW.** In the event that any term or provision of this Agreement will be held to be invalid, void or unenforceable, then the remainder of this Agreement will not be affected, impaired or invalidated, and each such term and provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to choice of law provisions. Any action arising under or relating to this Agreement may be brought in the federal or state courts located in Akron, Ohio. Each party consents to the jurisdiction of the foregoing courts (and of the appropriate appellate court) in any such action or proceeding and waives any objection to venue laid therein, including any objection under the doctrine of forum non conveniens.

9. **INTEGRATION.** This Agreement, including all attached exhibits and any Statements of Work entered into pursuant hereto, constitutes the entire agreement of the parties hereto with respect to subject matter and supersedes all prior and contemporaneous representations, proposals, discussions, and communications whether oral or in writing, express or implied. This Agreement may be modified, supplemented or waived only in writing executed by all parties hereto and will be enforceable in accordance with its terms when signed by each of the parties hereto. No purported oral amendment (even if accompanied by partial or complete performance in accordance therewith) will be of any legal force or effect. There are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

10. **COUNTERPARTS; FACSIMILES; CONFIDENTIALITY.** This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one agreement. Furthermore, delivery of a copy of such signature by facsimile transmission or other electronic exchange methodology will constitute a valid and binding execution and delivery of this Agreement by such party, and such electronic copy will constitute an enforceable original document. All proprietary or confidential information disclosed between the parties hereto will be maintained strictly confidential by the receiving party, with the exception of reasonable and necessary communication between inSITE and public entities that are being solicited for incentives and grants such as local and state government agencies. This confidential obligation will permanently survive this agreement unless such information becomes publically available or a party is compelled by law to disclose such confidential information.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Each person signing below represents and warrants that they are duly authorized to bind their respective entities by their signature below.

inSITE Advisory Group, LLC

By: J. Syx
Name: Jennifer Syx
Its: President

Date:

City of Norton

By: _____
Name: _____
Its: _____

Date: _____

Item #2

CITY OF NORTON

MEMO



To: BOC

From: Robert Fowler, Administrative Officer

Date: March 22, 2018

Re: Parking Lot Contract

Attached you will find the contract for paving for the parking lot. The project was publically bid, and bids were advertised in accordance with the ORC. Sable Asphalt and Concrete was the successful bidder is the lowest and best. We did have five bidders for the project. The contract will be for \$49,680 +10% contingency for a total amount of \$54,648.

SPONSORED BY: _____

INTRODUCED BY: _____

REFERRED TO: _____

CITY OF NORTON

ORDINANCE NO. _____-2018

AN ORDINANCE ACCEPTING THE BID OF SABLE SERVICES, INC. DBA SABLE ASPHALT IN AN AMOUNT NOT TO EXCEED \$54,648 FOR THE NORTON ADMINISTRATIVE PARKING LOT PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the Administration previously advertised for bids for the Norton Administration Parking Lot Project (the "Project") in accordance with the specifications for such Project currently on file in the office of the City Engineer; and

WHEREAS, bids for the Project were opened on March 22, 2018 at 10:30am at the City and a tabular summary of the bids received by the City are attached hereto as **Exhibit A**; and

WHEREAS, Sable Services, Inc. dba Sable Asphalt has been determined to be the lowest and best bidder for the Project as recommended by the City Engineer; and

WHEREAS, in order to timely proceed with the Project, the Administration hereby requests authorization from this Council for the Administrative Officer to award a bid to Sable Services, Inc. dba Sable Asphalt in an amount not to exceed \$54,648.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Norton, Counties of Summit and Wayne, State of Ohio:

- Section 1. The Council hereby awards a contract to Sable Services, Inc. dba Sable Asphalt for the Project in an amount not to exceed \$54,648, such bid being the lowest and best bid for the Project.
- Section 2. That the Administrative Officer, Director of Finance and City Engineer are each hereby authorized and directed to take all further actions as shall be necessary to award the bid for the Project, to execute and deliver a contract for the Project and to timely complete the Project.
- Section 3. 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 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. This Ordinance is declared to be an emergency measure necessary for the immediate preservation for the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective to enhance vehicular and pedestrian safety at the City's administrative building; wherefore this ordinance shall be in full force and effect immediately upon its adoption and approval by the Mayor; otherwise, it shall be in full force and effect at the earliest time permitted by law.

Emergency Vote: _____ Yeas _____ Nays

Date passed: _____

Scott Pelot, President of Council

Date submitted to the Mayor _____

Attest: _____
Kerry Macomber, Clerk of Council

Mike Zita, Mayor

Date approved by the Mayor _____

I, Kerry Macomber, Clerk of Council for the City of Norton, Summit and Wayne Counties, Ohio do hereby certify that the foregoing **Ord. # _____-2018** was duly and regularly passed by the Council of the City of Norton, Summit and Wayne Counties, Ohio at a meeting held on _____, 2018.

That this legislation was posted according to law on _____, 2018 and will become effective on _____, 2018.

Kerry Macomber, Clerk of Council

Prepared and approved as to legal form by Justin P. Markey, Solicitor for the City of Norton, Ohio, on March 22, 2018.

Exhibit A

Bid Tab

Bidder	Price	Award
MCB	\$64,368	
Chagrin Paving	\$52,400	
Sable Asphalt	\$49,680	X
Perrin	\$52,500	
Barbicas	\$52,230	