



NORTON CITY COUNCIL

**NOTICE: SPECIAL COUNCIL MEETING
MONDAY, JUNE 18, 2018
IMMEDIATELY FOLLOWING COMMITTEE WORK SESSION**

AGENDA

CALL TO ORDER, PLEDGE OF ALLEGIANCE, MOMENT OF PRAYER

ROLL CALL

NEW BUSINESS- COMMITTEE OF THE WHOLE

INTRODUCTION OF PRIOR LEGISLATION

ORD #70-2018 **Second Reading:** An ordinance accepting the bid of Perrin Asphalt Co., Inc. to complete the 2018 Street Paving Project, and declaring an emergency. (Pelot – Finance)

ORD #74-2018 **Second Reading:** An ordinance authorizing the Administrative Officer to execute and deliver an agreement to participate in the Summit County Engineer’s Office Road Maintenance Program, and declaring an emergency. (Service-Karant)

ORD #75-2018 **First Reading:** An ordinance amending Ordinance #32-2018 the proposal of Rudzik Excavating Inc. in an amount not to exceed \$88,000 for the repaving of Little Boulevard, Brookside Court and Shellhart Drive, to include the Police driveway and parking lot and declaring an emergency. (Service-Karant)

ADJOURN

****NOTE: During a meeting a live video stream can be accessed by going to www.cityofnorton.org and clicking on the icon below for instructions ****



Any person who requires an auxiliary aid or service for effective communication or a modification of policies or procedures to participate in any City or City Council public meeting or event should contact the Clerk of Council at [330-825-7815](tel:330-825-7815) Ext. 322 or kmacomber@cityofnorton.org. Any request for an auxiliary aid or other accommodation should be made as soon as possible, but no later than forty-eight hours prior to the event.

*Emailed to Media on 6/15/18
Posted & Distributed on 6/15/18*

SPONSORED BY: Administration
REFERRED TO: Committee Work Session
INTRODUCED BY: Finance Chair Pelot

CITY OF NORTON ORDINANCE NO. 70-2018

AN ORDINANCE ACCEPTING THE BID OF PERRIN ASPHALT CO., INC.
TO COMPLETE THE 2018 STREET PAVING PROJECT, AND DECLARING
AN EMERGENCY

WHEREAS, the City completed bid specifications for the resurfacing and/or paving of certain streets in the City (the 2018 Street Paving Project”), which 2018 Street Paving Project includes the streets described on Exhibit A attached hereto and as further described in the bid specifications currently on file with the City Engineer; and

WHEREAS, the City advertised for bids for the 2018 Street Paving Project, which advertisement for bids was published twice on May 9 and May 16, 2018; and

WHEREAS, the bids for the Project were due and were opened on May 24, 2018 and a tabulation of such bids is attached hereto as Exhibit B; and

WHEREAS, the Administrative Officer has determined to award the bid for the 2018 Street Paving Project to Perrin Asphalt Co., Inc. (the “Contractor”) at a price not to exceed \$372,874.70, which is the bid price plus a 10% contingency (the “Bid Price”), which bid is attached hereto as Exhibit C; and

WHEREAS, the Board of Control has confirmed the determination of the Administrative Officer to award the 2018 Street Paving Project to the Contractor for a price not to exceed the Bid Price.

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

- Section 1: This Council hereby accepts the bid of the Contractor to perform the 2018 Street Paving Project at a price not to exceed the Bid Price.
- Section 2: This Council hereby authorizes the Administrative Officer to execute a contract with the Contractor to perform the 2018 Street Paving Project at a price not to exceed the Bid Price.
- Section 3: The Mayor, the Administrative Officer and the Director of Finance are each hereby authorized to take any further action on behalf of the City as shall be necessary to provide the completion of the 2018 Street Paving Project.
- Section 4: All formal actions of this Council related to this Ordinance and all deliberations of the 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 5: This Ordinance is an emergency measure necessary for the preservation of the public peace, health, safety, convenience, and welfare of the City of Norton and the inhabitants thereof, and to timely complete the 2018 Street Paving Project, and provided it receives the approval of two-thirds of the members of Council, shall be in full force and effect from and after its passage and approval by the Mayor, or otherwise take effect and be in full force from and after the earliest period allowed 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 **Ordinance No. ____-2018** was duly and regularly passed by the Council of the City of Norton, Summit County, 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 May 31, 2018.

EXHIBIT A

Oak Street
Long Drive
Pleasant Drive
Albert Street
East Frontage Drive
Helmick Avenue
Tapper Road
Neitz Drive
South Hametown Road

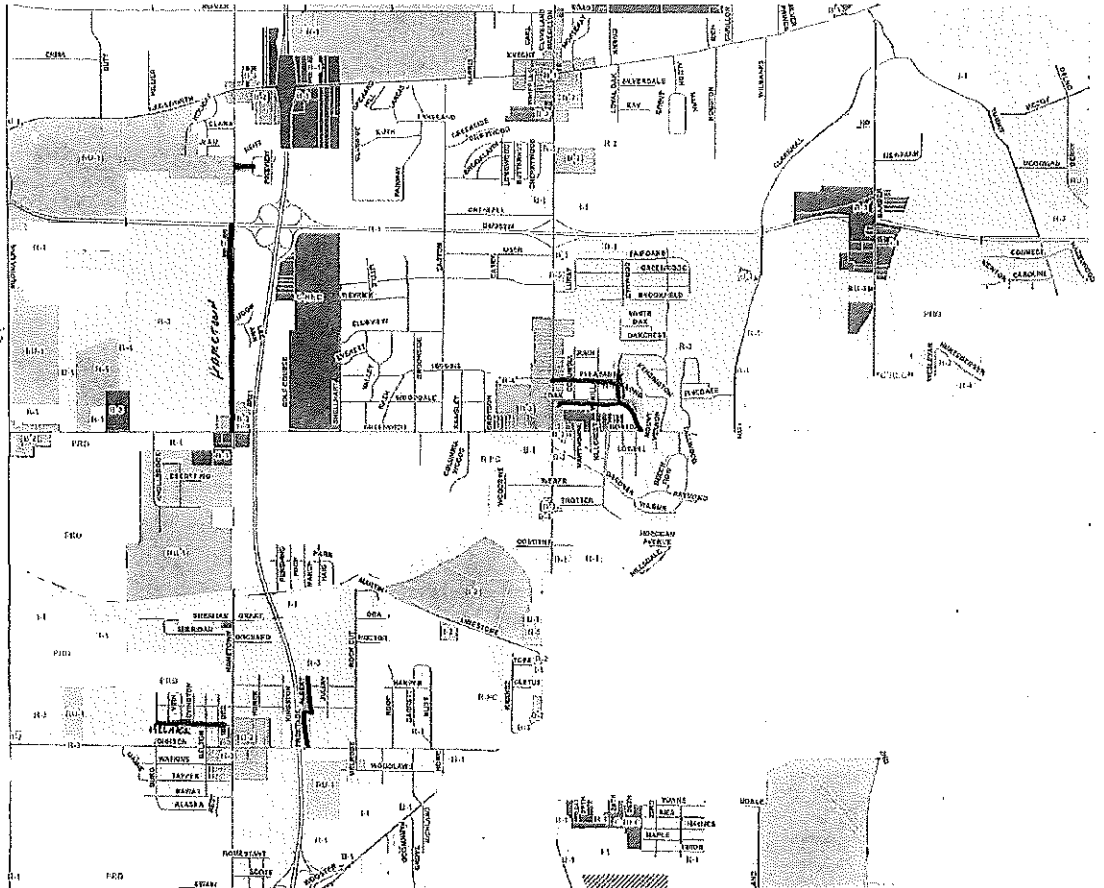


EXHIBIT B

PLANHOLDER'S LIST
CITY OF NORTON, OHIO
2018 STREET PAVING
MAY 24, 2018 11:00 AM. 18-062

ENGINEER'S ESTIMATE \$467,013.00	BID AMOUNT	BOND
1. Perrin Asphalt 525 Dan Street Akron, Ohio 44310	<u>338 977</u>	_____
2. Karvo Paving Company 4524 Hudson Drive Stow, Ohio 44224	<u>371 792²⁰</u>	_____
3. Kenmore Construction Company 700 Home Avenue Akron, Ohio 44310	_____	_____
4. Chagrin Valley Paving 17290 Munn Road Chagrin Falls, Ohio 44023	<u>365 752</u>	_____
5. Shelly & Sands, Inc. 1450 North Bailey Road North Jackson, Ohio 44451	_____	_____
6. Melway Paving 7571 St. Rt. 83 Holmesville, Ohio 44633	<u>408 768⁵⁰</u>	_____
7. Superior Paving & Materials 5945 Whipple Ave NW North Canton, Ohio 44720	<u>Not Confirming</u>	_____

EXHIBIT C

ITEM NO. AND DESCRIPTION		ESTIMATED QUANTITY AND UNIT	Unit Price A: Material B: Labor C: Total (A+B)	TOTAL ITEM PRICE
1A	407 - Non-Tracking Tack Coat (0.08 gal/s.y.)	2,401 Gal.	A: 3.- B: 0.50 C: 3.50	8403.50
1B	407 - Non-Tracking Tack Coat Intermediate (0.04 gal/s.y.)	1,201 Gal.	A: 3.- B: 0.50 C: 3.50	4203.50
2A	441 - 1.5" Asphalt Concrete Intermediate Course	1,251 C.Y.	A: 100.- B: 25.- C: 125.-	156375.-
2B	441 - 1.5" Asphalt Concrete Surface Course (Limestone)	1,251 C.Y.	A: 100.- B: 25.- C: 125.-	156375.-
3	617 Compacted Aggregate (411 Limestone)	227 C.Y.	A: 30.- B: 30.- C: 60.-	13620.-
Total Base Bid <u>Three hundred thirty eight thousand nine hundred seventy seven and 10/100</u> Dollars (\$ <u>338,977.-</u>)				

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions and lump sum bid items will be considered to be unit price items with a unit of one.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based upon actual quantities, determined as provided in the Contract Documents.

SPONSORED BY: Administration
REFERRED TO: Committee Work Session
INTRODUCED BY: Service Chair Karant

CITY OF NORTON
ORDINANCE NO. 74-2018

AN ORDINANCE AUTHORIZING THE ADMINISTRATIVE OFFICER TO EXECUTE AND DELIVER AN AGREEMENT TO PARTICIPATE IN THE SUMMIT COUNTY ENGINEER'S OFFICE ROAD MAINTENANCE PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, the County of Summit Engineer's Office offers a combined bid program for road maintenance for the County and for communities located throughout the County (the "Program"); and

WHEREAS, this Council and the Administration have determined that it is in the best interest of the City to participate in the Program in order to achieve significant cost savings for the City's 2018 road maintenance program; and

WHEREAS, this City has previously determined to authorize the Administrative Officer, with the advice of the City Engineer, to request various streets and roads within the City to be included in the County's solicitation for bids for the Program; and

WHEREAS, the County has completed the solicitation for bids for the Program and this Council has now determined to authorize the Administrative Officer to execute and deliver an agreement with the County to include the City in the Program, which agreement shall be in the form attached hereto as **Exhibit A** (the "Program Agreement").

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

- Section 1. This Council hereby authorizes the Administrative Officer to execute and deliver the Program Agreement to the County, which Program Agreement shall be in the form attached hereto as **Exhibit A** together with such changes and modifications as shall not be adverse to the City and shall be approved by the Administrative Officer on behalf of the City, all of which shall be conclusively evidenced by the execution of the Program Agreement by the Administrative Officer.
- Section 2. The Administrative Officer, the Director of Finance and the City Engineer are each hereby authorized to take such further actions as shall be necessary in connection with the City's participation in the Program.
- Section 3. All formal actions of this Council related to this Ordinance and 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, including Section 121.22 of the Ohio Revised Code.

Section 4. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the citizens of the City of Norton, and for the further reason that the City's participation in the Program can provide significant cost savings to the City; wherefore, provided this Ordinance receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed 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 Mayor _____

I, Kerry Macomber, Clerk of Council for the City of Norton, Summit and Wayne Counties, Ohio do hereby certify that the foregoing **Ordinance No. 74-2018** 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, City of Norton on June 6, 2018.

SUMMIT COUNTY ENGINEER
Engineer's Estimate and Bid Tabulation
Project: 2018 Summit County 448 Resurfacing Program South
Bid opening: March 30, 2018

Ref. No.	Item	Description	Unit	Quantity	Engineer's Estimate		Perrin Asphalt		Chargin Valley		Northstar Asphalt	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
Alternate No. 1												
City of Norton - Carillon Rd.												
46	203	Excavation	SY	322	20.00	16,440.00	20.00	16,440.00	25.00	20,550.00	15.00	12,330.00
47	254	Pavement Planning	SY	50	20.00	1,000.00	5.00	250.00	20.00	1,000.00	25.00	1,250.00
48	Specall	GeoGrid	SY	100	8.00	800.00	4.00	400.00	2.00	200.00	2.00	200.00
49	304	AGGREGATE BASE A.D.B.E.	CY	420	55.00	23,100.00	55.00	23,100.00	55.00	23,100.00	65.00	27,300.00
50	301	6" THK. Asphalt Concrete Base	CY	420	132.00	55,440.00	110.00	46,200.00	110.00	46,200.00	119.00	49,980.00
51	407	Tack Coat	GAL	185	2.50	462.50	1.95	360.75	2.00	370.00	2.00	370.00
52	408	Prime Coat	GAL	197	3.50	689.50	3.50	689.50	2.00	394.00	5.00	965.00
53	448	1.5" THK. ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG 64-22	CY	111	135.00	14,985.00	145.00	16,095.00	120.00	13,320.00	120.00	13,320.00
54	422	Seal Coat Bituminous CRS2	Gal	250	75.00	18,750.00	2.10	525.00	2.05	512.50	2.00	500.00
55	422	Seal Coat Aggregate, Slag	Gal	500	4.00	2,000.00	2.50	1,250.00	2.40	1,200.00	2.00	1,000.00
56	617	Compacted Aggregate	SY	27	1.50	40.50	70.00	1,890.00	50.00	1,350.00	50.00	1,350.00
57	624	MOBILIZATION	LUMP	1	2,500.00	2,500.00	2,000.00	2,000.00	4,000.00	4,000.00	25,000.00	25,000.00
58	614	MAINTENANCE OF TRAFFIC	LUMP	1	3,000.00	3,000.00	1,750.00	1,750.00	10,000.00	10,000.00	2,000.00	2,000.00
59	103.05	PREMIUM FOR CONTRACT PERFORMANCE BOND AND PAYMENT BOND	LUMP	1	1,100.00	1,100.00	1,500.00	1,500.00	1,000.00	1,000.00	1,500.00	1,500.00
						140,307.50		112,450.25		123,196.50		137,085.00
Alternate No. 2												
City of Norton - Rich Rd.												
60	203	Excavation	SY	667	20.00	13,340.00	20.00	13,340.00	25.00	16,675.00	15.00	10,005.00
61	254	Pavement Planning	SY	50	20.00	1,000.00	5.00	250.00	20.00	1,000.00	25.00	1,250.00
62	Specall	GeoGrid	SY	100	8.00	800.00	4.00	400.00	2.00	200.00	2.00	200.00
63	304	AGGREGATE BASE A.D.B.E.	CY	340	55.00	18,700.00	55.00	18,700.00	55.00	18,700.00	65.00	22,100.00
64	301	6" THK. Asphalt Concrete Base	CY	340	132.00	44,980.00	110.00	37,400.00	110.00	37,400.00	120.00	40,800.00
65	407	Tack Coat	GAL	150	2.50	375.00	1.95	292.50	2.00	300.00	2.00	300.00
66	408	Prime Coat	GAL	160	3.50	560.00	3.50	560.00	2.00	320.00	5.00	800.00
67	448	1.5" THK. ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG 64-22	CY	90	135.00	12,150.00	145.00	13,050.00	120.00	10,800.00	123.00	11,070.00
68	422	Seal Coat Bituminous CRS2	Gal	200	75.00	15,000.00	2.10	420.00	2.05	410.00	2.00	400.00
69	422	Seal Coat Aggregate, Slag	Gal	400	4.00	1,600.00	2.70	1,080.00	2.60	1,040.00	3.00	1,200.00
70	617	Compacted Aggregate	CY	22	1.50	33.00	70.00	1,540.00	50.00	1,100.00	55.00	1,210.00
71	624	MOBILIZATION	LUMP	1	2,500.00	2,500.00	1,500.00	1,500.00	5,000.00	5,000.00	23,000.00	23,000.00
72	614	MAINTENANCE OF TRAFFIC	LUMP	1	3,000.00	3,000.00	1,500.00	1,500.00	10,000.00	10,000.00	2,000.00	2,000.00
73	103.05	PREMIUM FOR CONTRACT PERFORMANCE BOND AND PAYMENT BOND	LUMP	1	1,100.00	1,100.00	1,000.00	1,000.00	1,000.00	1,000.00	1,250.00	1,250.00
						115,038.00		91,032.50		103,945.00		115,585.00

SUMMIT COUNTY ENGINEER
 Engineer's Estimate and Bid Tabulation
 Project: 2018 Summit County 448 Resurfacing Program South
 Bid opening: March 30, 2018

Ref. No.	Item	Description	Unit	Quantity	Engineer's Estimate		Perrin Asphalt		Chargin Valley		Northstar Asphalt	
					Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
74	253	Pavement Repair	CY	765	175.00	133,875.00	145.00	110,925.00	150.00	114,750.00	130.00	99,450.00
75	254	Pavement Planing	SY	15300	2.00	30,600.00	1.20	18,360.00	1.20	18,360.00	1.70	26,010.00
76	Special	GeoGrid	SY	100	7.00	700.00	4.00	400.00	2.00	200.00	2.00	200.00
77	304	AGGREGATE BASE A.D.B.E.	CY	134	55.00	7,370.00	70.00	9,380.00	40.00	5,360.00	50.00	6,700.00
78	407	Tack Coat	GAL	1,150	2.50	2,875.00	1.95	2,242.50	2.00	2,300.00	2.00	2,300.00
79	408	Prime Coat	GAL	1,170	3.50	4,095.00	3.50	4,095.00	1.00	1,170.00	3.50	4,095.00
80	448	1.25" THK. ASPHALT CONCRETE LEVLEING COURSE, TYPE 1, PG 64-22	CY	584	135.00	78,840.00	120.00	70,080.00	120.00	70,080.00	120.00	70,080.00
82	617	Compacted Aggregate	CY	162	60.00	9,720.00	45.00	7,290.00	50.00	8,100.00	45.00	7,290.00
83	422	Seal Coat Bituminous CRS2	GAL	9,170	2.00	18,340.00	2.10	19,257.00	2.05	18,798.50	2.00	18,340.00
84	422	Seal Coat Aggregate, Sleg	SY	18,340	0.80	14,672.00	0.92	16,872.80	0.89	16,322.60	1.00	18,340.00
85	624	MOBILIZATION	LUMP	1	3,500.00	3,500.00	10,000.00	10,000.00	20,000.00	20,000.00	61,000.00	61,000.00
86	614	MAINTENANCE OF TRAFFIC	LUMP	1	6,000.00	6,000.00	2,500.00	2,500.00	12,000.00	12,000.00	2,500.00	2,500.00
87	103.05	PREMIUM FOR CONTRACT PERFORMANCE BOND AND PAYMENT BOND	LUMP	1	4,000.00	4,000.00	5,000.00	5,000.00	3,500.00	3,500.00	1,750.00	1,750.00
		TOTAL AMOUNT FOR Alternates No. 1				393,427.00		346,482.30		361,021.10		388,135.00

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

This Agreement of Cooperation is made this ____ day of _____, 2018 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 City of Norton, hereafter referred to the "City", with the County and City referenced hereby jointly as the "Parties" and separately as each "Party".

WITNESSETH:

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

WHEREAS, the City 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 City 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 City desires that the County will provide these services through the **County Engineer**; and

WHEREAS, by City of Norton Ordinance No. _____, 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 City's corporate limits. The parties have prepared an itemized inventory documenting the roads within the City'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 shall 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 RESPONSIBILITIES

- A) The City shall make payments to the contractor directly as specified in the final contract awarded by the County.
- B) As part of the Inventory, the City 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 City will be responsible for providing any necessary inspection, engineering and project design.
- D) All contract modifications and change orders agreed to by the City and the contractor shall be submitted to the County for final approval. Such approval shall not be unreasonably withheld by the County.
- E) The City shall adopt appropriate enabling legislation to participate in the program. Once the County advertises the project, the City agrees to commit to the quantities and services contained in the bid subject to a total cost which shall not exceed \$346,482.30. 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 March 9 and 16, 2018. Bids are scheduled to be opened on March 30, 2018.

- F) The City 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 City.

Section 3 – COUNTY RESPONSIBILITIES

- A) The County shall administer the bidding process. Municipalities will be listed as separately on unit cost sheets within the overall bid documents. Bids will be evaluated on 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 City is a third party beneficiary of the contract and that the City will have direct recourse against the Contractor should a dispute arise as to a particular project.

Section 4 – TERMS OF PAYMENT

The City 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 City, 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 City and the contractor, notification of such dispute shall be sent to the Summit County Engineer by the City, in writing. In such notification, the City shall present such evidence as may support its position. The Engineer will review the complaint with the City 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 City 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 City, to determine the level of service being provided on the City's roadway system.

Section 7 – TERM

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

Section 7 – APPLICABLE LAW

The County and City 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 supercedes 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 City by the signature of the Mayor.

THE CITY OF Norton

By: _____ Date _____
Mayor Mike Zita

THE COUNTY OF SUMMIT

Authorized By:

_____ Date _____
Ilene Shapiro
County of Summit Executive

Recommended By:

Approved as to Legal Form and Correctness:

Alan Brubaker, P.E., P.S.
Summit County Engineer

_____ Date _____
Sherri Bevan Walsh
Prosecutor, County of Summit

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

Inventory – Exhibit 1

City of Norton 2018 Item 441 (448) Resurfacing

Reimer Road from SR 21 Overpass to Cleveland-Massillon Rd. – 6550 ft. long by 21 ft. wide.

CITY OF NORTON

ORDINANCE NO. 75-2018

AN ORDINANCE AMENDING ORDINANCE #32-2018 THE PROPOSAL OF RUDZIK EXCAVATING INC. IN AN AMOUNT NOT TO EXCEED \$88,000 FOR THE REPAVING OF LITTLE BOULEVARD, BROOKSIDE COURT AND SHELLHART DRIVE, TO INCLUDE THE POLICE DRIVEWAY AND PARKING LOT AND DECLARING AN EMERGENCY.

WHEREAS, Council authorized an agreement with Rudzik Excavating Inc. (“Rudzik”) on March 14, 2018; and

WHEREAS, the Police driveway and parking lot and received significant damage during the construction of the Nash Heights Sewer Project; and

WHEREAS, this Council has determined that it is prudent to repave the Project Area at the same time and in the same manner as the other without an increase to the contract; and

WHEREAS, the Administrative Officer had solicited proposals from 3 paving contractors for the other Paving Project; and

WHEREAS, Rudzik has submitted the lowest proposal for the Paving Project, and will perform the work for the Police driveway and parking lot for the same amount as the original contract; and

WHEREAS, the Administration has recommended to this Council that the Paving Project be awarded to Rudzik on the basis of the Proposal.

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

- Section 1. The Council hereby amends Ordinance # 32-2018 awarding the Paving Project to Rudzik to include the Police driveway and parking lot.
- Section 2. 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 Paving Project, to execute and deliver a contract for the Paving Project and to timely complete the Paving 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 in the City; 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. # 75-2018** 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 June 8, 2018.