

RESOLUTION NO. 2024-R-24

**A RESOLUTION AUTHORIZING AND DIRECTING
THE ADMINISTRATIVE DIRECTOR TO ENTER INTO
AGREEMENTS WITH THE CITY OF MENTOR FOR THE 2024 ROAD
PROGRAM AND DECLARING AN EMERGENCY**

WHEREAS, the Administration asked the City of Mentor to allow the Mentor on the Lake 2024 Road Program to be integrated and performed under the Mentor 2024 Pavement Repair Program because the unit prices for the 2024 Mentor Road Program would be substantially better than the prices that Mentor on the Lake would receive according to the Mentor on the Lake Engineer; and

WHEREAS, Ohio Revised Code Section 9.482 permits Ohio Political Subdivisions to enter into contracts with other Ohio Political Subdivision in order to share services and to perform functions for the recipient political subdivision; and

WHEREAS, Council determines it is in the best interests of the City to enter into an agreement with the City of Mentor so that the Mentor on the Lake 2024 Road Program can be integrated and performed under the Mentor 2024 Pavement Repair Program; and

WHEREAS, a copy of the Agreements between the City of Mentor and the City of Mentor on the Lake are attached hereto as Exhibit 1.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MENTOR ON THE LAKE, COUNTY OF LAKE, AND STATE OF OHIO, AS FOLLOWS:


Section 1. That the City Administrative Director is hereby authorized and directed to enter into Agreements with the City of Mentor that are substantially in the form of the Agreement that are attached as Exhibit 1.

Section 2. That all formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.


Section 3. That this Resolution is hereby declared to be

and is passed as an emergency measure, the emergency being the need to have the 2024 Road Program performed at a reasonable price. Said Resolution is necessary for the health, safety and well-being of the City of Mentor on the Lake; and this Resolution shall, therefore, take effect immediately upon its passage.

WHEREFORE, this Resolution shall be in full force and effect as provided by law upon its passage by Council and approval by the Mayor.



ROB JOHNSON
PRESIDENT OF COUNCIL



DAVID R. EVA
MAYOR
Dated: 6.25.2024

ADOPTED: 6/25/2024

ATTEST: 
Acting Clerk of Council

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF MENTOR ON-THE-LAKE** (“Mentor-on-the-Lake”), 5860 Andrews Road, Mentor-on-the-Lake, OH 44060, and the **CITY OF MENTOR** (“Mentor”), 8500 Civic Center Blvd., Mentor, OH 44060, municipal corporations organized and existing under the laws of the State of Ohio.

WHEREAS, Ohio Revised Code Section 9.482(B)(1) states in part as follows:

“a political subdivision may enter into an agreement with another political subdivision or a state agency whereby the contracting political subdivision or state agency agrees to exercise any power, perform any function, or render any service for the contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render; and

WHEREAS, on June 18, 2024, Mentor contracted with TC Construction Co. Inc. for the implementation of its 2024 Concrete Road Repair Program; and

WHEREAS, Mentor-on-the-Lake has requested that its 2024 Concrete Pavement Road Program be integrated and performed under the Mentor 2024 Concrete Road Repair Program; and

WHEREAS, TC Construction Co. Inc. agreed to perform the Mentor-on-the-Lake 2024 Road Program under the terms and conditions of the Mentor 2024 Concrete Road Repair Program; and

WHEREAS, the Council of the City of Mentor-on-the-Lake approved the integrations of its 2024 Road Program into the Mentor 2024 Concrete Road Repair Program;

NOW, THEREFORE, based on the above, Mentor and Mentor-on-the-Lake agree as follows:

(1) The work to be performed as the Mentor-on-the-Lake 2024 Concrete Road Repair Program is set forth in Alternate 1 attached hereto and incorporated herein.

(2) Mentor shall integrate the Mentor-on-the-Lake 2024 Concrete Pavement Road Program as set forth in Alternate 1 hereto and incorporated herein.

(3) Mentor-on-the-Lake shall pay to Mentor the sum of Forty-One Thousand One Hundred Forty Dollars and Zero Cents (\$41,140.00) for construction costs, mobilization, demobilization, and traffic control within fifteen (15) days of the date of this Agreement. Additional costs, if any, related to the work set forth in Alternate 1 shall be paid to Mentor within thirty (30) days of the receipt of an invoice from Mentor.

(4) CT Consultants shall perform the inspection work on the work done in Mentor-on-the-Lake. Engineering fees, inspection fees and other work performed by CT Consultants related to the Mentor-on-the-Lake 2024 Concrete Road Repair Program shall be paid to CT Consultants by Mentor-on-the-Lake.

(5) All work performed by TC Construction Co. Inc. shall be in accordance with the Contract between Mentor and TC Construction Co. Inc. Provided, however, Mentor-on-the-Lake may have inspections at the job site and confer with Mentor inspectors concerning the quality of and acceptance of the work. The final decision of acceptance shall be made by Mentor-on-the-Lake's engineer.

(6) All work to be performed under the Mentor-on-the-Lake 2024 Road Program shall be completed on or before October 31, 2024, and in accordance with the requirements of the Mentor 2024 Concrete Road Repair Program.

(7) In the event any claim is made against the City of Mentor regarding this agreement relative to activity being performed for and/or located within Mentor-on-the-Lake, any insurance deductible amounts expended by the City of Mentor related to that claim will be reimbursed to the City of Mentor by Mentor-on-the-Lake. Further, any dispute between Mentor-on-the-Lake and TC Construction Co. Inc. related to activities performed or to be performed pursuant to this agreement shall be handled exclusively by the Mentor-on-the-Lake Law Department. Mentor-on-the-Lake shall not demand the City of Mentor to withhold payments to TC Construction Co. Inc. regarding services provided to Mentor-on-the-Lake by TC Construction Co. Inc.

This Contract shall be in full force and effect from the date of execution by the parties.

IN WITNESS WHEREOF, we have hereunto set our hands on the date set forth.

CITY OF MENTOR-ON-THE-LAKE

6/25/24
(Date)

by: 
Jacklyn Martin, Administrative Director

CITY OF MENTOR

(Date)

by: _____
Kenneth J. Filipiak, City Manager

I hereby certify that funds in the amount of \$41,140.00 necessary for the foregoing Contract have been appropriated and are in the Treasury, or are in the process of collection or are available through grants and/or loans from other funding sources.

(Date)

by: _____
_____, Administrative Director

IT IS HEREBY CERTIFIED that the amount of \$41,140.00, which is required to meet the Contract hereinabove, has been lawfully appropriated for such purpose and is in the Treasury of the City, or in the process of collection to the credit of the Street Maintenance and Repair Fund, free from any obligation or certification now outstanding.

(Date)

by: _____
David W. Malinowski, Director of Finance

APPROVED AS TO FORM:

APPROVED AS TO FORM:

James M. Lyons, Director of Law
City of Mentor-on-the-Lake

Joseph P. Szeman, Director of Law
City of Mentor

Authorized by Ordinance No. _____ approved by the City of Mentor on this ____ day of _____ 2024.

Authorized by Resolution No. 2024-R-24 passed by the City of Mentor-on-the-Lake on this 25 day of June 2024.

ALTERNATE 1

The 2024 Mentor-on-the-Lake Concrete Road Program includes the following work:

Concrete Streets:

Sharon Dr.

Larkspur

Box outs:

Larkspur

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY OF MENTOR-ON-THE-LAKE** (“Mentor-on-the-Lake”), 5860 Andrews Road, Mentor-on-the-Lake, OH 44060, and the **CITY OF MENTOR** (“Mentor”), 8500 Civic Center Blvd., Mentor, OH 44060, municipal corporations organized and existing under the laws of the State of Ohio.

WHEREAS, Ohio Revised Code Section 9.482(B)(1) states in part as follows:

“a political subdivision may enter into an agreement with another political subdivision or a state agency whereby the contracting political subdivision or state agency agrees to exercise any power, perform any function, or render any service for the contracting recipient political subdivision that the contracting recipient political subdivision is otherwise legally authorized to exercise, perform, or render; and

WHEREAS, on June 18, 2024 Mentor contracted with Phillips Paving, LLC; for the implementation of its 2024 Asphalt Road Repair Program; and

WHEREAS, Mentor-on-the-Lake has requested that its 2024 Asphalt Pavement Road Program be integrated and performed under the Mentor 2024 Asphalt Road Repair Program; and

WHEREAS, Phillips Paving, LLC agreed to perform the Mentor-on-the-Lake 2024 Road Program under the terms and conditions of the Mentor 2024 Asphalt Road Repair Program; and

WHEREAS, the Council of the City of Mentor-on-the-Lake approved the integrations of its 2024 Road Program into the Mentor 2024 Asphalt Road Repair Program;

NOW, THEREFORE, based on the above, Mentor and Mentor-on-the-Lake agree as follows:

(1) The work to be performed as the Mentor-on-the-Lake 2024 Asphalt Road Repair Program is set forth in Alternate 1 attached hereto and incorporated herein.

(2) Mentor shall integrate the Mentor-on-the-Lake 2024 Asphalt Road Program as set forth in Alternate 1 hereto and incorporated herein.

(3) Mentor-on-the-Lake shall pay to Mentor the sum of Eighty-Three Thousand Nine-Hundred Sixty-One Dollars and Five Cents (\$83,961.05) for construction costs, mobilization, demobilization, and traffic control within fifteen (15) days of the date of this Agreement. Additional costs, if any, related to the work set forth in Alternate 1 shall be paid to Mentor within thirty (30) days of the receipt of an invoice from Mentor.

(4) CT Consultants shall perform the inspection work on the work done in Mentor-on-the-Lake. Engineering fees, inspection fees and other work performed by CT Consultants related to the Mentor-on-the-Lake 2024 Asphalt Road Program shall be paid to CT Consultants by Mentor-on-the-Lake.

(5) All work performed by Phillips Paving, LLC. shall be in accordance with the Contract between Mentor and Phillips Paving, LLC. Provided, however, Mentor-on-the-Lake may have inspections at the job site and confer with Mentor inspectors concerning the quality of and acceptance of the work. The final decision of acceptance shall be made by Mentor-on-the-Lake's engineer.

(6) All work to be performed under the Mentor-on-the-Lake 2024 Road Program shall be completed on or before October 30, 2024, and in accordance with the requirements of the Mentor 2024 Asphalt Pavement Repair Program.

(7) In the event any claim is made against the City of Mentor regarding this agreement relative to activity being performed for and/or located within Mentor-on-the-Lake, any insurance deductible amounts expended by the City of Mentor related to that claim will be reimbursed to the City of Mentor by Mentor-on-the-Lake. Further, any

dispute between Mentor-on-the-Lake and Phillips Paving, LLC related to activities performed or to be performed pursuant to this agreement shall be handled exclusively by the Mentor-on-the-Lake Law Department. Mentor-on-the-Lake shall not demand the City of Mentor to withhold payments to Phillips Paving, LLC regarding services provided to Mentor-on-the-Lake by Phillips Paving, LLC.

This Contract shall be in full force and effect from the date of execution by the parties.

IN WITNESS WHEREOF, we have hereunto set our hands on the date set forth.

CITY OF MENTOR-ON-THE-LAKE

6/25/2024

(Date)

by: 
Jacklyn Martin, Administrative Director

CITY OF MENTOR

(Date)

by: _____
Kenneth J. Filipiak, City Manager

I hereby certify that funds in the amount of \$83,961.05 necessary for the foregoing Contract have been appropriated and are in the Treasury, or are in the process of collection or are available through grants and/or loans from other funding sources.

(Date)

by: _____
_____, Administrative Director

IT IS HEREBY CERTIFIED that the amount of \$83,961.05, which is required to meet the Contract hereinabove, has been lawfully appropriated for such purpose and is in the Treasury of the City, or in the process of collection to the credit of the Street Maintenance and Repair Fund, free from any obligation or certification now outstanding.

(Date)

by: _____
David W. Malinowski, Director of Finance

APPROVED AS TO FORM:

APPROVED AS TO FORM:

James M. Lyons, Director of Law
City of Mentor-on-the-Lake

Joseph P. Szeman, Director of Law
City of Mentor

Authorized by Ordinance No. _____ approved by the City of Mentor on this ____ day of _____ 2024.

Authorized by Resolution No. 2024-R-24 passed by the City of Mentor-on-the-Lake on this 25 day of June 2024.

ALTERNATE 1

The 2024 Mentor-on-the-Lake Asphalt Road Program includes the following work:

Asphalt Streets:

Granada from 5461 to Coronada Dr

Granada Dr. intersection at Coronada Dr.

Coronada Dr. from 5451 to 5426.

Thunderbird from Campbell Rd. to Reynolds Dr.

Sunset Dr. from Corp Line to Dead End.