



CITY OF PATASKALA

RESOLUTION 2021-039

Passed August 16, 2021

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY ADMINISTRATOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE LICKING HEIGHTS SCHOOL DISTRICT FOR THE CABLE ROAD IMPROVEMENT PROJECT

WHEREAS, the Licking Heights School District “The District” is required to do certain improvements to the Cable Road corridor as part of their High School and Junior High School upgrades; and

WHEREAS, The City of Pataskala also has responsibility for that stretch of road; and

WHEREAS, The City of Pataskala and Licking Heights have agreed to undertake a cooperative effort to repair and upgrade Cable Road, with Pataskala overseeing all aspects of the upgrade including reconstructing the existing culvert converting said culvert it to a concrete box culvert and making other improvements, including paving extension and striping that will benefit the District and the City by protecting Cable Road from being undermined and preventing flooding of District Property; and

WHEREAS, The District pledges a maximum contribution to the cost of the these improvements in the amount of \$150,000.00 to be billed according to Exhibit A (Attached);

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PATASKALA, COUNTY OF LICKING, STATE OF OHIO, A MAJORITY OF ALL MEMBERS PRESENT CONCURRING THAT:

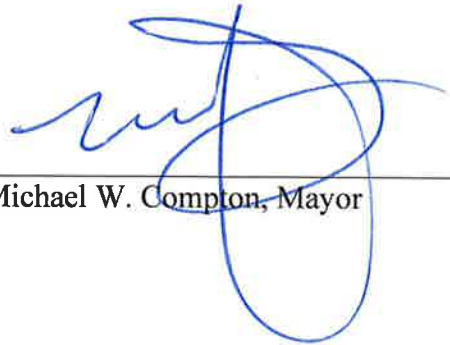
Section 1: Council for the City of Pataskala hereby authorizes and directs the City Administrator to execute an Intergovernmental Agreement, in substantially the same form and content as the Agreement attached hereto as Exhibit A and incorporated herein by reference, with the Licking Heights School District.

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of Council and that all deliberations of the Council and any of the decision-making bodies of the City of Pataskala which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

Section 3: This Resolution shall take effect at the earliest time allowed by the Charter of the City of Pataskala.

ATTEST:


Kathy M. Hoskinson, Clerk of Council


Michael W. Compton, Mayor

APPROVED AS TO FORM:


Brian M. Zets, Law Director

Intergovernmental Cooperation Agreement

This Intergovernmental Cooperation Agreement (“Agreement”), between the Board of Education for Licking Heights Local Schools, a political subdivision of the State of Ohio (“the District”), and the City of Pataskala, a political subdivision of the State of Ohio (“the City”), (collectively “the Parties”), for the purpose of reconstructing a culvert under Cable Road, located in the City and partially located on property owned by the District (“the Project”), is effective as of the date of the last signature hereto.

R E C I T A L S

- A. The District has recently completed construction of the Licking Heights High School on property that abuts Cable Road to the South.
- B. Licking Heights Middle School is located immediately east of Licking Heights High School.
- C. Muddy Fork is a waterway that flows north to south between Licking Heights High School and Licking Heights Middle School then crosses beneath Cable Road through an existing three-sided arch pipe culvert (“Existing Culvert”) approximately 1,750 feet west of Mink Street.
- D. The Existing Culvert is in disrepair.
- E. Reconstructing the Existing Culvert and making other improvements, including possibly enlarging it and converting it to a concrete box culvert (“the Culvert Improvements”) will benefit the District and the City by protecting Cable Road from being undermined and preventing flooding of District Property.
- F. The City will prepare plans and specifications for the Culvert Improvements and expects to construct the Culvert Improvements on or before December 31, 2022. In

any case, if actual construction of the Culvert Improvements has not begun by December 31, 2024, this Agreement will be null and void.

G. The District wishes to contribute to the funding of the construction of the Culvert Improvements to ensure its completion as soon as practicable.

H. The District and the City are authorized to enter into this Agreement under Ohio Revised Code 715.02.

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements contained herein, the Parties, and each of them, agree as follows:

1. RECITALS

The recitals set forth above are an integral part of this Agreement and are incorporated herein.

2. CONSTRUCTION

A. Design, Construction, and Procurement. The City will prepare plans and specifications, at its sole costs and expense, for the Culvert Improvements in conformance with applicable engineering standards and best practices, secure all necessary plan approvals from all authorities having jurisdiction, procure a Contractor via competitive bidding according to Ohio law to construct the Culvert Improvements in reasonable close conformity with the plans and specifications and ensure that the construction is completed. The District will be named a third party beneficiary to the City's contract with the Contractor.

B. Bonding and Insurance. The City will cause the Contractor to deliver a contract bond pursuant to Ohio Revised Code § 153.54. The District will be made a co-obligee on the bond. The City will cause the contractor to

carry liability insurance with minimum limits of \$1,000,000 per claim and \$2,000,000 in the aggregate. The District will be named as an additional named insured on the certificate associated with the Contractor's liability policy.

- C. Traffic Control. During construction, the City shall require the Contractor at all times to manage traffic flow in conformance with the most recent edition of the Ohio Manual of Uniform Traffic Control Devices. While road closures will be necessary to complete the Culvert Improvements, any partial or total closures of Cable Road will be avoided whenever possible.
- D. Permitting. The City will be responsible for obtaining and paying the cost of all permits required by any jurisdiction having authority over the Project.

3. COST SHARING

The District's Maximum Contribution to the cost of the construction of the Culvert Improvements will be \$150,000.00. For each payment application presented by the Contractor and approved by the City, the District will remit to the City 50% of the amount due ("the District's Cost Share") within 30 days of presentation, until the District's Maximum Contribution is reached, which may result in the District's actual obligation towards the last pay application being a smaller percentage than the District's Cost Share. Under no circumstances will the District's Maximum Contribution exceed \$150,000.00.

4. OWNERSHIP

The City is the owner of the Culvert Improvements and will be responsible for maintenance and repair of the Culvert Improvements.

5. SCHEDULE

The City will have a Contractor under contract for construction of the Culvert Improvements prior to the end of 2022. If the City has not begun actual construction of the Culvert Improvements prior to the end of 2024, this Agreement will become void and the District will have no monetary obligations towards the City in connection with the Culvert Improvements.

6. NO FURTHER OBLIGATIONS

This Agreement contains the entire agreement between the Parties with respect to the District's obligations to make roadway improvements to the public roads bordering Licking Heights High School and Licking Heights Middle School, including Cable Road, and supersedes any and all prior agreements whether they be written or oral. The District's complete performance of its obligations under this Agreement extinguishes all prior obligations of the District with respect to roadway improvements to the public roads bordering Licking Heights High School and Licking Heights Middle School, as set forth in the Traffic Impact Study, dated October 22, 2018, prepared by TMS Engineers, Inc.

7. PREPARATION OF AGREEMENT

The Parties hereby acknowledge that this Agreement was the result of extensive negotiation between the Parties. The Parties further acknowledge that the Agreement was jointly prepared and that no particular party is to be deemed the drafter or preparer of this Agreement. Accordingly, to the extent there should later prove to be ambiguities in the Agreement, the Parties agree that such ambiguity is not to be construed in favor of or against a particular party to this Agreement.

8. COUNTERPARTS

This Agreement may be executed in counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument.

9. FACSIMILE SIGNATURES

The Parties agree that this Agreement, or counterparts as provided for herein, may be executed and transmitted via facsimile or other electronic means, and shall, when so executed and transmitted, be valid as though an original.

10. ACKNOWLEDGMENT

The Parties acknowledge that they have been advised by and have consulted with their respective attorneys in connection with any potential claims which they may have and that they have also consulted said attorneys with respect to the provisions of this Agreement. The Parties further acknowledge that they have been provided with a reasonable time in which to consider this Agreement and that they have read the Agreement and fully understand its provisions.

11. CONSTRUCTION AND ENFORCEMENT

This Agreement shall be construed under the substantive laws of the State of Ohio and any action brought to enforce the terms of this Agreement shall be brought only in the courts of Licking County, Ohio.

12. VALIDITY

If any provision of this Agreement is declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions of the Agreement shall not be affected thereby and such illegal or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

13. AUTHORITY

The signatories to this Agreement, by their signature, represent and warrant that they have full and actual authority to bind their respective entities to the terms and conditions of this Agreement.

13. FURTHER ASSURANCES

Each Party to this Agreement agrees to perform any further acts and execute any documents that may be reasonably necessary to affect the purposes of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have executed this Agreement.

The Board of Education for Licking
Heights Local Schools

The City of Pataskala

By: _____
Printed name

By: _____
Printed name

Signature

Signature

Its: _____

Its: _____

Date

Date