

**CITY OF KIRTLAND**

**RESOLUTION NUMBER 20-R-3**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE BOARD OF LAKE COUNTY COMMISSIONERS THROUGH THE LAKE COUNTY DEPARTMENT OF UTILITIES, STORMWATER MANAGEMENT DIVISION, RELATING TO FUNDING FOR THE ROCKWOOD DRIVE OUTFALL REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Kirtland and the Board of Lake County Commissioners, through the Lake County Department of Utilities, Stormwater Management Division, desire to enter into a Memorandum of Understanding, relating to funding for the Rockwood Drive Outfall Replacement Project;

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Council of the City of Kirtland, County of Lake and State of Ohio, that:

**SECTION I:** The Mayor be and he is hereby authorized and directed to enter into a Memorandum of Understanding with the Board of Lake County Commissioners, the terms and conditions of which are set forth in Exhibit "A" attached hereto and made a part hereof.

**SECTION II:** The Clerk of Council is hereby authorized and directed to transmit a certified copy of this Resolution to the Board of Lake County Commissioners.

**SECTION III:**

(a) It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were passed 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.

(b) This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that it is necessary to provide for the needs of the municipality; wherefor, this Resolution shall be in full force and effect immediately upon its passage by the affirmative vote of five (5) members of Council and approval by the Mayor, otherwise this Resolution shall be in effect from and after its adoption at the earliest period allowed by law.

First Reading: \_\_\_\_\_  
Second Reading: \_\_\_\_\_  
Third Reading: \_\_\_\_\_

DATE PASSED: \_\_\_\_\_

\_\_\_\_\_  
President of Council

Submitted to the Mayor for his  
Approval on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2020.

ATTEST:

Approved by the Mayor, this \_\_\_\_\_  
day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Clerk of Council  
Bd. of Comm. MOU Re. Rockwood Drive Outfall Replacment

\_\_\_\_\_  
Mayor Kevin F. Potter

**MEMORANDUM OF UNDERSTANDING  
BOARD OF LAKE COUNTY COMMISSIONERS**

**AND**

**THE CITY OF KIRTLAND**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Kirtland ("City") and the Board of Lake County Commissioners through the Lake County Department of Utilities, Stormwater Management Division ("District").

WHEREAS, the parties to this agreement are parties to a separate Memorandum of Understanding by the terms of which the City has agreed to participate as a member community in the storm water management program of the District ("User Agreement") and

WHEREAS, the City is preparing plans and specifications for the culvert outlet repair for the Rockwood Drive Outfall Replacement Project "(Improvement and/or Project ") and

WHEREAS; the Rockwood Drive Outfall Replacement Project is a stormwater project authorized for funding by the District; and

WHEREAS, pursuant to Sections 6117.41 through and including 6117.44 of the Revised Code, the County and City are authorized to collaborate with each other for the acquisition and completion of the Improvement and to provide assistance for the financing of and compensation for the Improvement; and

WHEREAS, the City, has requested the use of \$16,821.14 in District funds for the Improvement, and

WHEREAS, the District has agreed to fund the engineering and design of the culvert outfall in an amount of \$16,821.14 but not to exceed \$25,000.00, and

WHEREAS, the District, from District funds, has agreed to forward the funds to the City for those costs associated with the engineering and design of the culvert outfall in accordance with the terms and conditions of this MOU.

NOW THEREFORE, the parties hereby agree as follows:

**Duties of the City:**

The City agrees to do the following:

1. To prepare, submit and obtain the necessary permits for the Improvement.

2. To undertake the preparation of plans and specifications of the Improvement located in the City as described herein in accordance with all County requirements for such projects and in accordance with the final Improvement cost estimate.
3. To determine the final Improvement cost.
4. To utilize District funds for the Improvement.
5. To return any District funds forwarded to the City not used on the culvert outfall project to the District upon project closeout.
6. To notify the District prior to authorizing any cost overruns of the culvert outfall project that the City would request District funds to pay for.
7. In the event the City withdraws from the District during any period of time during which the Improvement is still under construction, the City agrees:
  - a. To pay any remaining obligations of the Improvement.
  - b. To hold the County harmless from liability undertaken by the City for the Improvement.
  - c. To release and hold the County harmless from the liability to the City for all obligations to the City imposed by the terms and conditions contemplated by this Agreement.

**Duties of the District:**

The District has determined that the Improvement is eligible for funding under the District's Operations and Maintenance Plan. The District, therefore, agrees:

1. To assist the City in determining final Improvement cost.
2. To encumber \$16,821.14 in District funds to be deposited with the City for use on this Improvement based on the City Engineer's estimated cost. Any mutually agreed cost overruns, not to exceed \$25,000.00 in total design cost may be paid to the City through the use of this MOU.

**Duties of Parties:**

The parties jointly agree to do the following:

1. Work jointly with the other party to reduce the amount of the final project cost by exploring options for direct participation by the District; any such participation shall be of such nature and in such amount as shall be jointly agreed to by the parties.
2. Each party agrees and acknowledges that this MOU is entered into pursuant to the authority granted to each party by the Ohio Revised Code, the Charter and Ordinances of the City of Kirtland and that authorizing legislation has been passed by each party.

IN WITNESS WHEREOF, the parties have affixed their hands and seals in Lake County, Ohio this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

**BOARD OF LAKE COUNTY COMMISSIONERS**

\_\_\_\_\_  
John Hamercheck, Commissioner

\_\_\_\_\_  
Ron Young, Commissioner

\_\_\_\_\_  
Jerry Cirino, Commissioner

**CITY OF KIRTLAND**

\_\_\_\_\_  
Kevin F. Potter, Mayor

\_\_\_\_\_  
Daniel F. Richards, Law Director

**Approved as to form:**

\_\_\_\_\_  
Lake County Prosecuting Attorney

\_\_\_\_\_  
Date