

# RECORD OF RESOLUTION

Resolution No. 2024-R-13

Passed November 11, 2024  
YEAR

## VILLAGE COUNCIL OF NORTH FAIRFIELD, OHIO RESOLUTION NO. 2024-R-13

### RESOLUTION OF AUTHORIZATION

A RESOLUTION ACCEPTING THE QUOTE AND AUTHORIZING THE VILLAGE ADMINISTRATOR TO MAKE A WRITTEN CONTRACT WITH **PRECISION PAVING** FOR **WATER MAIN BREAK** AND DECLARING AN EMERGENCY

WHEREAS Village Council authorized the Village Administrator to obtain quotes/proposals/estimates for the following: **Water Main Break**; and

WHEREAS, the Village Administrator has received and reviewed all submitted quotes/proposals; and

WHEREAS, it is the opinion of the Village Administrator that the following has submitted the lowest and best quote/proposal/estimate: **PRECISION PAVING**; and

WHEREAS, in those villages that have established the position of village administrator, the village administrator shall make contracts, purchase supplies and materials, and provide labor for any work under the administrator's supervision involving not more than fifty thousand dollars. [Section 731.141 of the Ohio Revised Code]

WHEREAS, the Village Administrator is now seeking authorization to enter into an agreement.

NOW THEREFORE, BE IT **RESOLVED** BY THE COUNCIL OF THE VILLAGE OF NORTH FAIRFIELD, STATE OF OHIO: (RC 731.18)

**SECTION 1. LOWEST AND BEST.** That Council finds that the following has submitted the lowest and best proposal and is a company/business/professional qualified to furnish the labor, service and equipment necessary to satisfy the requirements of the agreement:

**PRECISION PAVING, INC, Milan, Ohio**

**SECTION 2. AUTHORIZATION.** That the Village Administrator is hereby authorized and directed to execute an Agreement consistent with the terms of the following proposal/quote/estimate ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:

**PRECISION PAVING, INC of Milan, Ohio Proposal #: E24280**

**Dated 9/23/24**

**Option 2 – Water Main Break – E First St**

**Not to exceed Three Thousand One Hundred Sixty Dollars (\$3,160.00)**

**SECTION 3. EXECUTION.** That the contract shall be executed in the name of the village and signed on its behalf by the village administrator. [Section 731.141 of the Ohio Revised Code]

**SECTION 4. DURATION.** Work shall be completed no later than: **Spring 2025.**

**SECTION 5. DISPENSE WITH THREE READINGS.** That the legislative authority, upon a vote of at least three-fourths of its members, hereby dispenses with the rule requiring each ordinance or resolution shall be read on three different days. [R.C. 731.17(A)(2)]

**SECTION 6. DECLARATION OF EMERGENCY FOR IMMEDIATE EFFECT.** That by **two-thirds**

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vote of all the members elected to the legislative authority, this legislation is hereby declared to be an emergency measure pursuant to RC 731.30, being necessary for the immediate preservation of the public peace, health, or safety of the municipal corporation and shall go into immediate effect for the following reason(s):

*To begin "Water Main Break" work as soon as possible*

**SECTION 7. PUBLIC MEETING.** That it is found and determined that all formal action of this public body concerning or relating to the passage of this legislation was adopted in a public meeting open to the public at all times, and that all deliberations of the public body and any of its committees that resulted in such formal action, were in public meetings open to the public, in compliance with all legal requirements including all lawful ordinances and any applicable provisions of section 121.22 of the Ohio Revised Code.

WHEREFORE, this legislation shall be in full force and effect from and after the earliest period allowed by law.

PASSED AND ADOPTED on this 11 day of November, 2024.

### ATTESTATION (RC 731.20)

We hereby attest and affirm that the foregoing legislation received the necessary affirmative roll call votes required for passage by R.C. 731.17.

[Signature]  
MAYOR

[Signature]  
FISCAL OFFICER

### LEGISLATION READINGS ORC 731.17(A)

- (1) Each ordinance and resolution shall be read by title only, provided the legislative authority may require any reading to be in full by a majority vote of its members.  
(2) Each ordinance or resolution shall be read on three different days, provided the legislative authority may dispense with this rule by a vote of at least three-fourths of its members.

First Reading: 11/4/24 Second Reading: 11/11/24 Third Reading: Dispensed

### ROLL CALL VOTE ORC 731.17(A)(3)

The vote on the passage was taken by yeas and nays and entered upon the journal. Each ordinance or resolution shall be passed, except as otherwise provided by law, by a vote of at least a majority of all the members of the legislative authority. Yeas, nays, abstentions, excused or absent votes were recorded as follows:

[Signature]  
Adam Rouse

[Signature]  
Sharleen Coy

[Signature]  
Jeremy Antill

[Signature]  
Cody Hacker

[Signature]  
Trevor Arnold

[Signature]  
Joshua Radcliffe

PREPARED BY AND APPROVED AS TO FORM [See also RC 731.21(B)]:

[Signature]  
VILLAGE SOLICITOR, Steve Palmer

### CERTIFICATE OF PUBLICATION ORC 731.21 and 731.22

Pursuant to ORC 731.21(A)(3), I hereby certify that a succinct summary of the above legislation was/will be published using the following method: **ON THE WEBSITE AND SOCIAL MEDIA ACCOUNT OF THE MUNICIPAL CORPORATION**  
The succinct summary was reviewed by the village solicitor as required by ORC 731.21(B). Publication was/will be made at least once a week for two consecutive weeks as required by ORC 731.22.

[Signature]  
FISCAL OFFICER

ATTACHMENT(S) TO FOLLOW



Contract

Toll-free: 866-511-PAVE  
 Local: 419-499-PAVE  
 Fax: 419-499-7284  
 www.ppaving.com  
 Email: garym@ppaving.com  
 Address: 3414 St. Rt. 113 East  
 Milan, Ohio 44846

"Workmanship with Uncompromising Quality"

Contract submitted to: <b>Village Of North Fairfield – Attn Casey</b>		Phone: <b>419 681 3561</b>	Email/Fax: <b>Mayor.villageofnorthfairfield@gmail.com</b>
Address: <b>North Fairfield</b>		Job Name: <b>Patching / Full Depth Patch / Roadways / Hot Box</b>	
City, State, and Zip: <b>North Fairfield, OH 44855</b>		Job Location: <b>Little Portage East / Schau Rd</b>	
Proposal #: <b>E24280</b>	Date: <b>9/23/24</b>	From: <b>Gary Mackay</b>	Number of pages: <b>1 of 1</b>

**We hereby submit specifications and estimates for:**

**Option 1 Rt 162- Patching, 3 Areas – Total Approx: 390 Sq. Ft.**

Includes all areas discussed, (3) patches total.  
 Saw cut / Mill roadway (3) patches discussed to a depth of 2", approximately **390 Sq. Ft.**  
 Haul all excavated material off site.  
 Apply tack coat prior to paving.  
 Pave and compact mill/fill patches with up to 2" #448 Type 1 asphalt surface course.  
 AC band will be applied along the seam where the new asphalt meets the old.

**#1 Total Cost \$4,955.00**

**Option 2 – Water Main Break – E First St – Total Approx: 112 Sq. Ft.**

Excavate existing stone/grindings from area to correct depth.  
 Place, grade and compact #304 stone base as needed.  
 Haul all excavated material off site.  
 Pave and compact with 2.5" #448 Type 2 asphalt base course.  
 Pave and compact with 1.5" #448 Type 1 asphalt surface course.  
 AC band will be applied along the seam where the new asphalt meets the old.

**#2 Total Cost \$3,160.00**

**Option 3 – E First St, – Total Approx: 7,298 Sq. Ft.**

Mill butt joints at roadways, and parking areas to ensure smooth transition.  
 Mill/excavate damaged areas approximately 500 Sq. Ft. prior to overlay.  
 Pave and compact damaged areas with 2.5" of #448 Type 2 asphalt base course.  
 Broom clean entire roadway.  
 Apply #407 tack coat prior to paving.  
 Pave and compact entire roadway with a 0.5" scratch/leveling course with #448 Type 1 asphalt surface course.  
 Pave and compact entire roadway with a 1.25" of #448 Type 1 asphalt surface course.  
 AC band will be applied along the seam where the new asphalt meets the old.

**#3 Total Cost \$19,900.00**

# Contract

## **Option 4 – West St, To End Of #6 Concrete Driveway, Full Depth Repair: Approx: 4,385 Sq. Ft.**

Saw cut/Mill or excavate existing damaged asphalt.  
Place, grade and compact #304 stone base as needed.  
Grade and compact for proper leveling and drainage.  
Haul all excavated material off site.  
Pave and compact entire roadway with 2.5" of #448 Type 2 asphalt base course.  
Pave and compact entire roadway with 1.5" of #448 Type 1 asphalt surface course.  
AC band will be applied along the seam where the new asphalt meets the old.

#4 Total Cost \$28,975.00

## **Option 5 – Hot Asphalt Box Rental & Approximately 4 Tons Of Hot Asphalt Mix ( 1 Day).**

Total Cost \$500.00

**Pricing On Options 3&4 Are Good Till Spring 2025.**

**If options 1&2 are performed together please deduct \$500.00.**

**If options 3&4 are performed together please deduct \$1,500.00.**

### NOTES:

- Pricing good if work performed in 2024 or by Spring 2025 for roadways includes cost of one mobilization of people and equipment.
- Precision Paving is not responsible for any future reflective cracking.

***Sign Below & Return One Original***

*We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:  
Payment to be made as follows:*

### **Upon job completion**

All material is guaranteed to be as specified. All work will be completed in a workmanlike manner according to standard procedures. Any alteration or deviation from the above noted specifications involving extra costs will be executed only upon written orders signed by the Owner, and will become an extra charge in addition to this Contract. All agreements are contingent upon strikes, accidents, or delays beyond our control. The owners will carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. The Contractor is not responsible for reflective cracking, any damage beyond the curb, including cracking of the apron and sidewalk or any drainage problems due to existing elevations. Interest of 1.5% per month (18% per annum) will be added to all accounts after 30 days. A lien shall automatically be placed on all accounts not paid within 30 days of invoice. The Owner's responsibilities shall include, but are not limited to, the costs of collection and attorneys' fees.

Authorized signature:

Gary Mackay

Note: We reserve the right to withdraw this contract if not accepted within 30 days of proposal date.

**Acceptance of Contract** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_