

RESOLUTION NO. 39-2025

A RESOLUTION AUTHORIZING THE MAYOR OF THE VILLAGE OF PERRY TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE BOARD OF LAKE COUNTY COMMISSIONERS FOR THE 2025 CENTER ROAD DRAINAGE IMPROVEMENTS PROJECT AND DECLARING AN EMERGENCY

WHEREAS, the Village of Perry ("Village") and the Board of Lake County Commissioners, through the Lake County Department of Utilities, Stormwater Management Division ("District"), have determined that the **2025 Center Road Drainage Improvements Project** is necessary for stormwater management and infrastructure enhancement; and

WHEREAS, the Village has prepared plans and specifications for the **Center Road, Green Street, and Thompson Street drainage improvements** and has requested funding assistance from the District; and

WHEREAS, the District has agreed to provide **\$120,000.00** in funding for the construction of the Improvement, in accordance with the terms and conditions outlined in the **Memorandum of Understanding (MOU)**; and

WHEREAS, pursuant to **Sections 6117.41 through 6117.44 of the Ohio Revised Code**, the Village and the County are authorized to collaborate for the acquisition, completion, and financing of the Improvement; and

WHEREAS, the Village Council finds it in the best interest of the Village to enter into the MOU to facilitate the successful completion of the drainage improvement project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PERRY, LAKE COUNTY, OHIO:

SECTION 1. The Mayor of the Village of Perry is hereby authorized and directed to execute the **Memorandum of Understanding** between the Village and the Board of Lake County Commissioners for the **2025 Center Road Drainage Improvements Project**, substantially in the form attached hereto, as Exhibit A, a three-page document.

SECTION 2. The Village shall comply with all terms and conditions set forth in the MOU, including the preparation of necessary permits, utilization of District funds, and return of any unused funds upon project completion.

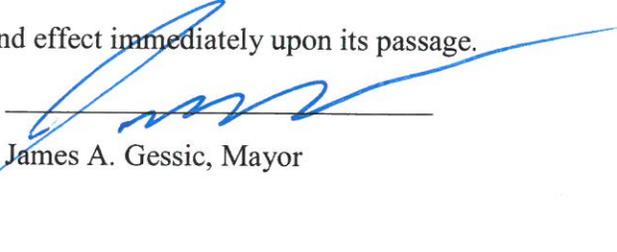
SECTION 3. The Fiscal Officer is hereby authorized to take all necessary actions to ensure the proper execution and implementation of the MOU.

SECTION 4. That all formal actions of this Council concerning the passage of this Resolution were adopted in a 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 5. This Resolution is an emergency measure and shall take effect and be in force immediately upon passage, as it is deemed necessary for the preservation of public health, safety, and welfare.

WHEREAS, this Resolution shall be in full force and effect immediately upon its passage.



James A. Gessic, Mayor

ADOPTED: June 12, 2025.

ATTEST:



John H. Roskos, Fiscal Officer

MEMORANDUM OF UNDERSTANDING
BOARD OF LAKE COUNTY COMMISSIONERS

AND

THE VILLAGE OF PERRY

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 12th day of June, 2025 by and between the Village of Perry ("Village") 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 Village has agreed to participate as a member community in the storm water management program of the District ("User Agreement") and

WHEREAS, the Village has prepared plans and specifications for the 2025 Center Road Drainage Improvements Project-Center Road, Green Street and Thompson Street ("Improvement and/or Project"), and

WHEREAS, the 2025 Center Road Drainage Improvements Project-Center Road, Green Street and Thompson Street 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 Village 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 Village, has requested the use of \$120,000.00 in District funds for the Improvement, and

WHEREAS, the District has agreed to fund the construction of the Improvement in an amount of \$120,000.00 and

WHEREAS, the District, from District funds, has agreed to forward the funds to the Village for those costs associated with the Improvement in accordance with the terms and conditions of this MOU.

NOW THEREFORE, the parties hereby agree as follows:

Duties of the Village:

The Village 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 Village as described herein in accordance with all County requirement 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 Village not used on the drainage improvement project to the District upon project closeout.
6. To notify the District prior to authorizing any cost overruns of the drainage improvement project that the Village would request District funds to pay for.
7. In the event the Village withdraws from the District during any period of time during which the Improvement is still under construction, the Village agrees:
 - a. To pay any remaining obligations of the Improvement.
 - b. To hold the County harmless from liability undertaken by the Village for the Improvement.
 - c. To release and hold the County harmless from the liability to the Village for all obligations to the Village 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 Village in determining final Improvement cost.
2. To encumber \$120,000.00 in District funds to be deposited with the Village for use on this Improvement based on the Village Engineer's estimated cost. Any mutually agreed cost overruns may be paid to the Village through the use of this MOU pending funding availability.

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 Village of Perry 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 12th day of June 2025.

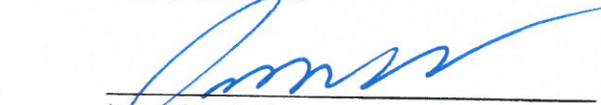
BOARD OF LAKE COUNTY COMMISSIONERS

Richard Regovich, President Board of County Commissioners

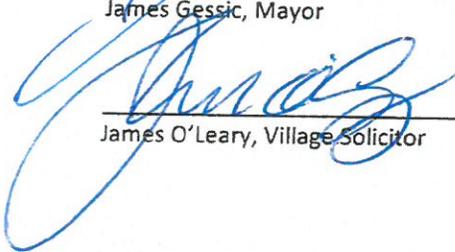
John T. Plecnik, Commissioner

Morris Beverage III, Commissioner

VILLAGE OF PERRY



James Gessic, Mayor



James O'Leary, Village Solicitor

Approved as to form:

Lake County Prosecuting Attorney

Date