

RESOLUTION NUMBER

85-19

BY

*Zirkle Schwartzwalder - Imna Brang*

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR AND CLERK TO ENTER INTO CONTRACT WITH NEWARK ASPHALT PAVING COMPANY, INC. FOR THE RESURFACING OF CERTAIN STREETS WITHIN THE VILLAGE OF BUCKEYE LAKE, OHIO AND DECLARING AN EMERGENCY.

WHEREAS, Village Council desires to resurface certain streets within the Village of Buckeye Lake, Ohio; and,

WHEREAS, the Clerk has advertised for bids pursuant to Statute.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF BUCKEYE LAKE, COUNTY OF LICKING AND STATE OF OHIO, that:

Section 1: The Mayor and Clerk are hereby authorized to enter into contract with Newark Asphalt Paving Company, Inc. in an amount not to exceed \$10,593.00 for the resurfacing of certain streets within the Village of Buckeye Lake, Ohio.

Section 2: Council hereby accepts and declares Newark Asphalt and Paving Company's, Inc. bid in the amount of \$10,593.00 to be the lowest and best bid and, hereby awards that contract to Newark Asphalt and Paving Company, Inc.

Section 3: An emergency is hereby declared to exist in that resurfaced streets will contribute to the safety of citizens travelling upon them and, the time for the resurfacing of streets is limited to fair weather months.

Section 4: This Resolution shall go into full force and effect from and after the earliest period allowed by law.

Adopted this 15th day of July, 1985.

*Charles E. Slater*

MAYOR

ATTEST:

*Gulainette Yarnar*  
CLERK/TREASURER

FORM APPROVED:

DIRECTOR OF LAW

The undersigned, Clerk/Treasurer of the Village of Buckeye Lake, Ohio, hereby certifies that this Resolution 85-19 was posted pursuant to Section 731.25 of the Ohio Revised Code, posted in at least six (6) designated places of the Village of Buckeye Lake, Ohio, on or July 16th 1985 until the 30th July.

*Gulainette Yarnar*  
CLERK/TREASURER OF THE VILLAGE  
OF BUCKEYE LAKE, OHIO



Ordinance or Resolution Number: 85-19  
Introduced By: \_\_\_\_\_  
Motion to Suspend Rules Motts Second Braig

	<u>Ayes</u>	<u>Nayes</u>
Mrs. Braig	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mrs. Motts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Nimocks	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Wilson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Wolf	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Swartzwalder	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Total:	<u>5</u>	<u>0</u>

Motion to Adopt Zirk Second Braig

	<u>Ayes</u>	<u>Nayes</u>
Mrs. Braig	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mrs. Motts	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Nimocks	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Wilson	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Mr. Wolf	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Swartzwalder	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Total:	<u>        </u>	<u>        </u>

Date Posting Began 7/16/85  
Effective Date \_\_\_\_\_

Certification

I hereby certify, the above to be an accurate account of the action of Council on the above matter.

C O N T R A C T

This Contract, made this 15 day of July, 1985, by and between the Village of Buckeye Lake, Ohio, (hereinafter called the "Village") and the Newark Asphalt and Paving Company, (hereinafter called the "Company").

WITNESSETH:

The Company hereby agrees:

1. To resurface the following Village connector streets, streets, and crossovers:

Connector =	Park + Renner	10205.25
Crossovers =	Highland = Seymour	3877.75
		<u>10593.00</u>

2. Said resurfacing shall be done in a workmanlike manner and shall meet or exceed the specifications for resurfacing which are on file in the Village Clerk's Office. The specifications referred to in this Contract are the same specifications utilized by said Company in presenting its bid to the Village and are the same specifications prepared by the Village for the purpose of soliciting bids.
3. The resurfacing project shall be completed prior to October 31, 1985.

The Village agrees:

1. To assist the Company in preparing the subject areas for resurfacing.
2. To pay said Company in full within thirty (30) days of the completion of the project. Said payment shall be in the amount of \$10,593.00.

VILLAGE OF BUCKEYE LAKE, OHIO

BY: Charles E. Slater

MAYOR

Patricia J. Harmon  
CLERK

NEWARK ASPHALT PAVING COMPANY

BY: Frank B. Miley

Pres.



C O N T R A C T

This Contract, made this 15 day of July, 1985, by and between the Village of Buckeye Lake, Ohio, (hereinafter called the "Village") and the Newark Asphalt and Paving Company, (hereinafter called the "Company").

WITNESSETH:

The Company hereby agrees:

1. To resurface the following Village connector streets, streets, and crossovers:

Connector Sts. Park & Renner	10,902.25
Crossover Sts. = Highland & Seymour	387.75
	<hr/> 10,593.00

2. Said resurfacing shall be done in a workmanlike manner and shall meet or exceed the specifications for resurfacing which are on file in the Village Clerk's Office. The specifications referred to in this Contract are the same specifications utilized by said Company in presenting its bid to the Village and are the same specifications prepared by the Village for the purpose of soliciting bids.
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VILLAGE OF BUCKEYE LAKE, OHIO

BY:

MAYOR

CLERK

NEWARK ASPHALT PAVING COMPANY

BY:

Pres.



CONTRACT

This Contract is entered into by and between the Village of Buckeye Lake, Ohio, and the Newark Asphalt and Paving Company, hereinafter called "Company".

WITNESSETH:

WHEREAS, the Village has advertised for bids for the resurfacing of certain streets within the Village; and

WHEREAS, Company has responded to said advertisement; and

WHEREAS, Company has been declared the lowest and best bid by the Village;

NOW, THEREFORE, in consideration of its exchange of promises and covenants outlined herein, the parties have entered into the following contract:

THE VILLAGE AGREES:

1. To pay the Company, within thirty (30) days of the completion of the project, the herein contained contract sum of \$9,930.25.
2. To assist in the removal of motor vehicles along the streets to be repaved.
3. To cooperate fully in the paving project.

THE COMPANY AGREES:

1. To complete the project in a reasonable period of time not to exceed sixty (60) days from the signing of this Contract.
2. To perform the paving according to the bid specifications on file in the Clerk's Office.
3. To perform the paving in a workmanlike manner.
4. To fully pay all suppliers and subcontractors employed by the Company in performing the contract and hold the Village harmless from any claims by them.
5. To provide workers' compensation insurance coverage to all employees engaged in the project.

THE PARTIES AGREE:

1. The streets to be repaved are the following:

- |                  |            |
|------------------|------------|
| A. Fourth Street | \$2,780.25 |
| B. Fifth Street  | \$3,179.00 |
| C. Sixth Street  | \$3,971.00 |

IN WITNESS WHEREOF, the parties to this Contract have hereunto set their hands this 8th day of November, 1985.

VILLAGE OF BUCKEYE LAKE, OHIO

Charles E. Slater  
Mayor

Antoinette Harmon  
Clerk

NEWARK ASPHALT AND PAVING COMPANY

Paul B. Miley - Pres



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VILLAGE OF BUCKEYE LAKE, OHIO

Charles E. Slater  
Mayor

Patricia E. Yorman  
Clerk

NEWARK ASPHALT AND PAVING COMPANY

Paul B. Wylly Pres.