

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2017 – 093**

**By: Mayor Perciak and All Members of Council**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATION AGREEMENT WITH THE CITIES OF MIDDLEBURG HEIGHTS AND PARMA HEIGHTS FOR RESURFACING OF THE PORTION OF PEARL ROAD BETWEEN THE OHIO TURNPIKE BRIDGE IN STRONGSVILLE TO SOUTH OF SNOW ROAD IN PARMA HEIGHTS, AND DECLARING AN EMERGENCY.**

WHEREAS, portions of Pearl Road are located within the Cities of Middleburg Heights, Parma Heights and Strongsville; and

WHEREAS, Middleburg Heights, Parma Heights and Strongsville each desire to cooperate with the other pursuant to Section 715.02 of the Ohio Revised Code, to improve their respective communities, as well as bringing benefit to the traveling public in general by repairing and resurfacing the pavement on Pearl Road from the Ohio Turnpike bridge in Strongsville to south of Snow Road in Parma Heights ("Pearl Road Project"); and

WHEREAS, Middleburg Heights, Parma Heights and Strongsville have and will submit an application to the Northeast Ohio Areawide Coordinating Agency ("NOACA"), Ohio Department of Transportation Urban Paving Program, Ohio Public Works Commission ("OPWC"), Cuyahoga County and Ohio Department of Transportation Turnpike Mitigation Program (as well as any other viable source of public grant monies) for a grant of funds in the maximum amount available which shall be expended to satisfy the costs of the Pearl Road Project; and

WHEREAS, Middleburg Heights, Parma Heights and Strongsville wish to divide any costs incurred in all aspects of the development, construction and completion of the Pearl Road Project, after application of any grant funds obtained, including the costs of preliminary engineering plans and the preparation of bid specifications as follows: Middleburg Heights – Forty-Five Percent (45%); Parma Heights – Forty-Two Percent (42%); and Strongsville – Thirteen Percent (13%); and

WHEREAS, Middleburg Heights shall act as the Lead Agency for the Pearl Road Project, and shall be charged with the responsibility of obtaining engineering review, cost estimates, plans and specifications. Further as the Lead Agency, Middleburg Heights shall conduct the public bidding and contract awarding process as dictated by Ohio law; and

WHEREAS, therefore, Middleburg Heights, Parma Heights and Strongsville wish to enter into a Cooperation Agreement in order to provide for the designation of the lead responsibility with respect to the Project, for the sharing of all Project costs, as set forth above, including but not limited to the design engineering, construction of improvements, construction supervision, contract administration and related items.

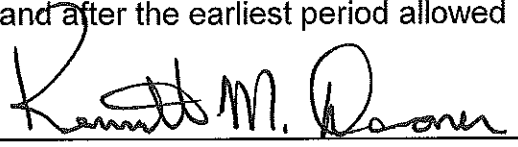
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That the Mayor be and is hereby authorized and directed to enter into a Cooperation Agreement with the Cities of Middleburg Heights and Parma Heights for the resurfacing of a portion of Pearl Road, in substantially the form attached hereto as Exhibit "1" and incorporated herein as if fully rewritten, which in all respects is hereby approved.

**Section 2.** That the funds necessary for Strongsville's portion of the costs of this project will be appropriated and may be paid from the General Capital Improvement Fund, any appropriate TIF funding which may be available, and such other Federal, State and local funds which may become available for the Project.

**Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 4.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize execution of said agreement to commence the process to undertake the aforesaid improvements to provide for the safe flow of vehicular traffic on Pearl Road, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

Approved:   
\_\_\_\_\_  
Mayor

Date Passed: June 7, 2017

Date Approved: June 7, 2017

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	<u>Yea</u>	<u>Nay</u>
Carbone	<u>✓</u>	<u>      </u>
Daymut	<u>✓</u>	<u>      </u>
DeMio	<u>✓</u>	<u>      </u>
Dooner	<u>✓</u>	<u>      </u>
Schonhut	<u>✓</u>	<u>      </u>
Short	<u>✓</u>	<u>      </u>
Southworth	<u>✓</u>	<u>      </u>

Attest: Gimme Pientka  
Clerk of Council

ORD. No. 2017-093 Amended:         
1st Rdg. 06-05-17 Ref:         
2nd Rdg. 06-07-17 Ref:         
3rd Rdg. Suspended Ref:       

Pub Hrg.        Ref:         
Adopted: 06-07-17 Defeated:

**COOPERATION AGREEMENT  
BY AND BETWEEN  
CITY OF MIDDLEBURG HEIGHTS, CITY OF PARMA HEIGHTS  
AND CITY OF STRONGSVILLE**

This Agreement is made between the Cities of Middleburg Heights ("Middleburg Heights"), Parma Heights ("Parma Heights") and Strongsville ("Strongsville"), each a municipal corporation in Cuyahoga County, Ohio and organized and operating under the Constitution and laws of the State of Ohio, under the following circumstances:

WHEREAS, Middleburg Heights, Parma Heights and Strongsville each desire to cooperate with the other pursuant to Section 715.02 of the Ohio Revised Code, to improve their respective communities, as well as bringing benefit to the traveling public in general by repairing and resurfacing the pavement on Pearl Road from the Ohio Turnpike bridge in Strongsville to south of Snow Road in Parma Heights ("Pearl Road Project"); and

WHEREAS, the City Council of Middleburg Heights, by Ordinance No. 2017-033, passed on May 23, 2017 has authorized execution of this Cooperation Agreement by the undersigned Mayor, and thus pledged Middleburg Heights' participation in this joint road improvement project; and

WHEREAS, the City Council of Parma Heights, by Ordinance No. \_\_\_\_\_, passed on \_\_\_\_\_, 2017 has authorized execution of this Cooperation Agreement by the undersigned Mayor, and thus pledged Parma Heights' participation in this joint road improvement project; and

WHEREAS, the City Council of Strongsville, by Ordinance No. 2017-093, passed on June 7, 2017 has authorized execution of this Cooperation Agreement by the undersigned Mayor, and thus pledged Strongsville's participation in this joint road improvement project; and

WHEREAS, Middleburg Heights, Parma Heights and Strongsville intend to submit an application to the Northeast Ohio Areawide Coordinating Agency (“NOACA”), Ohio Department of Transportation Urban Paving Program, Ohio Public Works Commission (“OPWC”), Cuyahoga County and Ohio Department of Transportation Turnpike Mitigation Program (as well as any other viable source of public grant monies) for a grant of funds in the maximum amount available which shall be expended to satisfy the costs of the Pearl Road Project; and

WHEREAS, Middleburg Heights, Parma Heights and Strongsville wish to divide any costs incurred in all aspects of the development, construction and completion of the Pearl Road Project, after application of any grant funds obtained, including the costs of preliminary engineering plans and the preparation of bid specifications as follows: Middleburg Heights – Forty-Five Percent (45%); Parma Heights – Forty-Two Percent (42%); and Strongsville – Thirteen Percent (13%); and

WHEREAS, Middleburg Heights shall act as the Lead Agency for the Pearl Road Project, and shall be charged with the responsibility of obtaining engineering review, cost estimates, plans and specifications. Further as the Lead Agency, Middleburg Heights shall conduct the public bidding and contract awarding process as dictated by Ohio law; and

WHEREAS, therefore, Middleburg Heights, Parma Heights and Strongsville wish to enter into this Cooperation Agreement in order to provide for the designation of the lead responsibility with respect to the Project, for the sharing of all Project costs, as set forth above, including but not limited to the design engineering, construction of improvements, construction supervision, contract administration and related items.

NOW, THEREFORE, in consideration of the promises, terms, conditions and considerations herein, Middleburg Heights, Parma Heights and Strongsville agree as follows:

1. Middleburg Heights shall be designated the Lead Agency for the design and construction of the Pearl Road Project, and for application to the State of Ohio, NOACA, OPWC, Ohio Department of Transportation, Cuyahoga County and/or any other source for grant funds to satisfy the cost of the project.
2. All costs incurred in the design, planning and construction of the Pearl Road Project, after application of any and all grant funds obtained, shall be satisfied as follows: Middleburg Heights – Forty-Five Percent (45%); Parma Heights – Forty-Two Percent (42%); and Strongsville – Thirteen Percent (13%). As the Lead Agency, Middleburg Heights shall provide itemized invoices to Parma Heights and Strongsville for costs incurred in the design, planning and construction of the Pearl Road Project. Parma Heights and Strongsville shall then reimburse Middleburg Heights by delivering payment within sixty (60) days of said invoice.
3. If any section of this Agreement is found to be illegal, unconstitutional, improper or unenforceable, said section shall not affect the enforceability of the remainder of this Agreement.
4. This constitutes the entire agreement of the parties with regard to the subject matter detailed within, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements of the parties. No modification or amendment of this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
5. This Agreement shall be subject to and governed by the laws of the State of Ohio.
6. The waiver of any party hereto of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or

any other provision. No waiver shall be binding unless it is in writing, and no course of dealing, delay or omission in the exercise of any rights shall operate as a waiver.

7. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, Middleburg Heights, Parma Heights and Strongsville, by their respective duly authorized agents, have executed this Agreement on the dates set forth next to their signatures, with proper authorizations in accordance with law.

Signed in the presence of:

**CITY OF MIDDLEBURG HEIGHTS**

\_\_\_\_\_

By: \_\_\_\_\_  
Gary W. Starr, Mayor

Date: \_\_\_\_\_

**CITY OF PARMA HEIGHTS**

\_\_\_\_\_

By: \_\_\_\_\_  
Michael Byrne, Mayor

Date: \_\_\_\_\_

**CITY OF STRONGSVILLE**

Aimee Pientko

By: Thomas P. Perciak  
Thomas P. Perciak, Mayor

Date: June 7, 2017

**CERTIFICATE OF LAW DIRECTOR OF MIDDLEBURG HEIGHTS**

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Peter H. Hull, Law Director

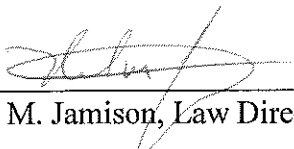
### **CERTIFICATE OF DIRECTOR OF LAW OF PARMA HEIGHTS**

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Michael D. Pokorny, Director of Law

### **CERTIFICATE OF LAW DIRECTOR OF STRONGSVILLE**

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this 7th day of June, 2017.

  
\_\_\_\_\_  
Neal M. Jamison, Law Director

### **CERTIFICATION OF FUNDS**

I, Jason Stewart, Director of Finance, for the City of Middleburg Heights, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jason Stewart, Director of Finance

### **CERTIFICATION OF FUNDS**

I, Terrence B. Hickey, Director of Finance, for the City of Parma Heights, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

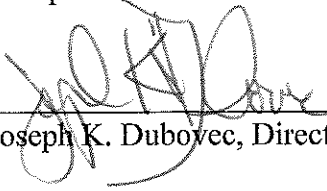
\_\_\_\_\_  
Date

\_\_\_\_\_  
Terrence B. Hickey, Director of Finance

### **CERTIFICATION OF FUNDS**

I, Joseph K. Dubovec, Director of Finance, for the City of Strongsville, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

June 8, 2017  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Joseph K. Dubovec, Director of Finance