

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 065

By: Mayor Perciak and All Members of Council

AN ORDINANCE REQUESTING THE COOPERATION OF THE COUNTY OF CUYAHOGA, OHIO, AND CONSENTING TO THE RESURFACING OF MARKS ROAD FROM BOSTON ROAD TO LUNN ROAD, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the City has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The resurfacing of Marks Road from Boston Road to Lunn Road; and

WHEREAS, Marks Road is a county road located partly within the boundaries of the City of Strongsville and partly within Columbia Township; and

WHEREAS, through passage of Ordinance No. 2014-171 by the Council of the City of Strongsville and execution of a Cooperation Agreement with Columbia Township, it was previously agreed that Columbia Township will be the lead agency in connection with the resurfacing project, and will provide one-half of the non-funded construction costs, and the construction supervision.

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

SECTION A. (Consent)

That it is declared to be in the public interest that the consent of said City of Strongsville be and such consent is hereby given to Cuyahoga County to construct the above-described improvement in accordance with plans, specifications and estimates approved by the County.

SECTION B. (Cooperation)

1. That the City will cooperate with the County in the resurfacing of Marks Road from Boston Road to Lunn Road.

2. That the City will arrange for the preparation of construction plans and specifications, including necessary engineering reports for improvement, under current Cuyahoga County standards for construction of County roads and bridges.

3. That the City will arrange for the supervision and administration of the construction contract.

4. That the County will review the construction plans for conformance with Section B(2) of this Agreement. County approval of plans and specifications is required prior to the award of the construction contract.

5. That the City shall agree to provide the County with a complete set of as-built plans upon the completion of this project.

SECTION C. (Funding)

1. That the City hereby agrees to participate with the County in the cost of the improvement within the corporate limits of the City of Strongsville, by an allocation from the County Motor Vehicle License Tax Fund to pay the County portion of the project.

2. That the County shall contribute up to a maximum of \$250,000.00 of the cost of construction of the resurfacing project which is determined to be eligible by the Cuyahoga County Engineer's policies. To determine funding eligibility, the County shall be notified immediately of any significant changes to the scope of work and/or construction cost.

SECTION D. (Maintenance)

That upon completion of said improvement, the City will thereafter keep said highway open to traffic at all times, and

1. Maintain the improvement in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the County, and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits, and
3. That the County shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the improvement in accordance with the applicable sections of the Ohio Revised Code; and
4. After construction of the project is complete, the City agrees to follow and maintain post-construction Best Management Practices as outlined in the City's Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

SECTION E. (Traffic)

That upon completion of said improvement the City will thereafter keep said highway open to traffic at all times; and

1. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the improvement in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code;
2. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) of the Ohio Revised Code;
3. That stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a "four-way stop" as provided in the aforesaid Manual are met;
4. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
5. The City shall regulate parking by prohibiting parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION F. (Right-of-Way)

1. That all existing street and public right-of-way within the City which is necessary for the aforesaid improvement, if any, shall be made available therefore.

2. That in the event any additional right-of-way is required, the City will arrange for the acquisition.

SECTION G. (Utilities)

1. That the City will make arrangements with and obtain agreements from all privately-owned public utility companies whose lines or structures will be affected by the said improvement, and said companies have agreed to make any and all necessary re-arrangements in such a manner as to be clear of any construction called for by the plans of said improvement, and said companies have agreed to make such necessary re-arrangements immediately after notification by the City.

2. That the County will participate in the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8204

(Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities

3. That it is hereby agreed that the City shall, at its own expense, make all arrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the provisions of Section 8204 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the said improvement.

4. That the construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the improvement; and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provisions of the Ohio Department of Transportation Construction and Material Specifications.

SECTION H. (Miscellaneous)

1. That if the County is formally requested by the City to include the construction of sidewalks, alternate bid items, or other items in the improvement that are in addition to those now existing and not provided for elsewhere in this Ordinance and the agreement, the County will do so, provided that this construction meets with the approval of the County and the City; and that the City agrees to pay, or make arrangements for the payment of, the cost of said additional construction and the cost of preliminary and design engineering, and construction supervision of said additional work.

2. That the City shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, F-2, G-1, G-3 and G-4, and hereby agrees that the County shall be and is hereby released from any and all damages or claims of the City arising from or growing out of the certifications or obligations made or agreed to in Sections F-1, F-2, G-1, G-3 and G-4 hereinabove.

3. For the purpose of this Ordinance and the Agreement, the agent for the County and liaison officer on the matter contained therein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.

4. By enacting this Ordinance and entering into the Agreement, the City agrees to conduct this transaction by electronic means and agrees that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The City also agrees on behalf of the aforementioned entities and persons to be bound by

the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of the County.

SECTION I. (Authority to Sign)

1. That the Mayor of the City is hereby empowered and directed on behalf of the City to enter into agreements with the County necessary to complete the planning and construction of this improvement, including but not limited to the Agreement attached hereto as Exhibit 1.

2. That the Mayor of the City is hereby empowered and directed on behalf of the City to make application to the County of Cuyahoga, Ohio for approval to use County Motor Vehicle License Tax Funds for the improvement.

SECTION J.

That the funds necessary to pay for the City of Strongsville's portion of the costs in connection with this project have been appropriated and shall be paid from the General Capital Improvement Fund and any other applicable sources of public funding, including but not limited to the Cooperation Agreement with Columbia Township.

SECTION K.

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 L.

That this Ordinance is hereby declared an emergency measure immediately necessary for the preservation of the public peace, health, safety, and general welfare of the inhabitants of the City, and for the further reasons that it is necessary to enter into such consent and cooperation agreement in order for the improvement to proceed, to promote highway safety, to avoid delays in traffic and inconvenience to the traveling public, 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.

Michael Daymut
President of Council

Approved: Thomas Z. Berio
Mayor

Date Passed: April 6, 2015

Date Approved: April 7, 2015

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Daymut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
DeMio	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dooner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maloney	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schonhut	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Southworth	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attest: Aimee Pientko
Clerk of Council

ORD. No. 2015-065 Amended: _____
1st Rdg. 04-06-15 Ref: _____
2nd Rdg. Suspended Ref: _____
3rd Rdg. Suspended Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: 04-06-15 Defeated: _____

CERTIFICATE OF COPY

State of Ohio)
County of Cuyahoga) ss.
City of Strongsville)

I, Aimee Pientka, as Clerk of Council of the City of Strongsville, Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the Legislative Authority of the said City on the 6 day of April, 2015, that the publication of such Ordinance has been made and certified of record according to law, that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in Ordinance Record No. 2015-065, Page 1-6.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 7 day of April, 2015.

(SEAL)

Aimee Pientka
Clerk of Council
City of Strongsville

AGREEMENT

Between the County of Cuyahoga, Ohio, and the City of Strongsville for the Resurfacing of Marks Road from Boston Road to Lunn Road

This agreement made and entered into this ___ day of _____, 20___, by and between the County of Cuyahoga, Ohio (the "COUNTY") and the City of Strongsville (the "MUNICIPALITY") by its Mayor, having been duly authorized to enter into said agreement by Ordinance No. 2015-065, adopted by Council of the City of Strongsville on the 6 day of April, 2015.

WITNESSETH:

WHEREAS, the MUNICIPALITY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The resurfacing of Marks Road from Boston Rod to Lunn Road.

NOW THEREFORE, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is mutually agreed between the parties hereto as follows:

A. CONSENT

That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to construct the above described improvement in accordance with plans, specifications and estimates approved by the COUNTY.

B. COOPERATION

1. That the COUNTY and the MUNICIPALITY will cooperate in the resurfacing of Marks Road from Boston Rod to Lunn Road.
2. That the MUNICIPALITY will ^{arrange for preparation of} ~~prepare~~ construction plans and specifications, including necessary engineering reports for improvement, under current Cuyahoga County standards for construction of County roads and bridges.
3. That the MUNICIPALITY will arrange for the supervision and administration of the construction contract.
4. That the COUNTY will review the construction plans for conformance with section B 2 of this Agreement. County approval of plans and specifications is required prior to the award of the construction contract.

B
City

County

5. That the MUNICIPALITY shall agree to provide the COUNTY with a complete set of as-built plans upon the completion of this project.

C. FUNDING

1. That the MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the improvement by an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY portion of the project.
2. That the COUNTY shall contribute up to a maximum of \$250,000.00 of the cost of construction of the resurfacing project which is determined to be eligible by the Cuyahoga County Engineer's policies. To determine funding eligibility, the COUNTY shall be notified immediately of any significant changes to the scope of work and/or construction cost.

D. MAINTENANCE

That upon completion of said improvement, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the improvement in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. That the COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the improvement in accordance with the applicable sections of the Ohio Revised Code.
4. After construction of the project is complete, the Municipality agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

E. TRAFFIC

That upon completion of said improvement said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the improvement in compliance with the

provisions of Section 4511.11 and related sections of the Ohio Revised Code;
and

2. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
3. That stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a "Four-way Stop" as provided in the aforesaid Manual are met; and
4. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
5. The MUNICIPALITY shall regulate parking in the following manner:
Prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

F. RIGHT-OF-WAY

1. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the aforesaid improvement shall be made available therefore.
2. That in the event any additional right-of-way is required, the MUNICIPALITY will arrange for the acquisition.

G. UTILITIES

1. That the MUNICIPALITY will make arrangements with and obtain agreements from all privately owned public utility companies whose lines or structures will be affected by the said improvement, and said companies have agreed to make any and all necessary rearrangements in such a manner as to be clear of any construction called for by the plans of said improvement, and said companies have agreed to make such necessary rearrangements immediately after notification by said MUNICIPALITY.
2. That the COUNTY will participate in the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8204 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such

participation will not extend to any additions or betterments of existing facilities.

3. That it is hereby agreed that the MUNICIPALITY shall, at its own expense, make all arrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8204 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the said improvement.
4. That the construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the improvement, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

H. MISCELLANEOUS

1. That if the COUNTY is formally requested by a MUNICIPAL RESOLUTION to include the construction of sidewalks, alternate bid items, or other items in the improvement that are in addition to those now existing and not provided for elsewhere in this Agreement, the COUNTY will do so, provided that this construction meets with the approval of the COUNTY and the MUNICIPALITY involved in this improvement; and that the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering, and construction supervision.
2. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, F-2, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certifications or obligations made or agreed to in said Sections F-1, F-2, G-1, G-3, and G-4 hereinabove.
3. For the purpose of this Agreement, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. By entering into this Agreement I agree on behalf of the City of Strongsville to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons

to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of the COUNTY.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the day and year mentioned above.

Approved as to legal form only by the
Law Department of the City of Strongsville.

By *K. A. Kraus*
Law Director

Date 4/8/15

City of Strongsville

Thomas B. Seibert
Mayor

County of Cuyahoga, Ohio

By: _____
Armond Budish, County Executive

ATTEST:

Aimee Pientka
Clerk of Council

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.

April 7, 2015
Date

Joseph K. Dubovec
Director of Finance

