



**CITY OF WESTLAKE, OHIO
ORDINANCE NO. 2015-59:**

**AN ORDINANCE AUTHORIZING THE
MAYOR TO ENTER INTO A
COOPERATION AGREEMENT WITH THE
COUNTY OF CUYAHOGA, OHIO AS TO
THE RESURFACING OF BRADLEY ROAD,
AND DECLARING AN EMERGENCY.**

WHEREAS, the Mayor and the Director of Engineering have recommended that the City enter into a Cooperation Agreement with the County of Cuyahoga, Ohio as to the resurfacing at Bradley Road from the North Olmsted west corporation line to Center Ridge Road.

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

Section 1: That the Mayor be and he is hereby authorized and directed to enter into a Cooperation Agreement with the County of Cuyahoga, Ohio as to the resurfacing of Bradley Road from the North Olmsted west corporation line to Center Ridge Road in the form as attached hereto as Exhibit "A" with such changes as may be made by the Director of Law without changing the substance thereof.

Section 2: That it is found and determined that all formal actions of this Council concerning and relating to this legislation were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Section 10, Article XI of the Charter of the City of Westlake and Section 121.22 of the Ohio Revised Code.

Section 3: That this legislation is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare, and for the further reason that it is immediately necessary to expedite road improvements to promote road safety, and further provided it 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.

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Passed: 5/7/15



Michael F. Killeen
President of Council

Presented to Mayor: 5/8/15

Approved: 5/8/15

ATTEST:



Denise L. Rosenbaum, Clerk of Council



Dennis M. Clough, Mayor

I, Denise L. Rosenbaum, Clerk of Council of the City of Westlake do hereby certify that Ordinance/Resolution no. 2015-59 adopted 5/7/15 was duly posted on 5/8/15 and remained posted for a period of 15 days thereafter in not less than 2 of the most public places in the City as determined by the Charter of said City.

AGREEMENT

**Between the County of Cuyahoga, Ohio, and the City of Westlake
for the resurfacing of Bradley Road from the North Olmsted West Corporation
Line to Center Ridge Road**

This agreement made and entered into this ____ day of _____, 201 __, by and between the County of Cuyahoga, Ohio (the "COUNTY"), and the City of Westlake (the "MUNICIPALITY") by its Mayor, having been duly authorized to enter into said agreement by Ordinance No. _____, adopted by Council of the City of Westlake on the ____ day of _____, 201 __.

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 Bradley Road from the North Olmsted west corporation line to Center Ridge 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

1. 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 MUNICIPALITY will cooperate with the COUNTY in the resurfacing of Bradley Road from the North Olmsted west corporation line to Center Ridge Road.
2. That the COUNTY will arrange for the preparation of construction plans and specifications, including necessary engineering reports for the improvement, under current Cuyahoga County standards for construction of County roads and bridges.
3. That the COUNTY will arrange for the supervision and administration of the construction 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 within the MUNICIPALITY.
2. The COUNTY shall contribute one-hundred percent (100%) of the cost of design and construction supervision of the entire project and one-hundred percent (100%) of the cost of construction within the limits of North Olmsted west corporation line to White Oak Lane.
3. The CITY shall contribute one-hundred percent (100%) of the cost of construction within the limits of White Oak Lane to Center Ridge Road.
4. That if funds become available in the 2016 resurfacing program due to savings in the remainder of projects, the COUNTY shall reimburse the CITY for the cost of construction paid by the CITY within the limits of White Oak Lane to Center Ridge Road. Otherwise, the COUNTY shall reimburse the CITY for the cost of construction paid by the CITY within the limits of White Oak Lane to Center Ridge Road from the 2017 resurfacing program budget.
5. That if funds administered by the Ohio Public Works Commission are used for this project, the amount of such funds shall be applied to the COUNTY's share of the costs specified herein.

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 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 arrangements 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 sanitary sewers, waterlines, area sewers (drainage of area surrounding the improvement), 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 Westlake 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 the day and year mentioned above.

City of Westlake

By: _____
Mayor

County of Cuyahoga, Ohio

By: _____
Armond Budish, County Executive