

RESOLUTION NO. 2020-62

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO THE 2020 CONSTRUCTION SEASON MASTER COOPERATION AGREEMENT WITH CUYAHOGA COUNTY FOR PREVENTATIVE MAINTENANCE SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Section 806.02 of Cuyahoga County Code, the County selected the Village of Oakwood as one of the Municipalities to participate in the Cuyahoga Countywide Preventive Maintenance Program; and

WHEREAS, pursuant to an award letter dated February 24, 2020 and May 7, 2020 the Municipalities will be reimbursed by the County for performing the following preventive maintenance activities on County roadways located in such Municipalities: pavement resurfacing, base repairs, curb replacement/repairs, curb ramp repairs, rebuilding of utility catch basins/manholes, pavement striping, crack sealing, pavement joint repair, and other similar maintenance activities approved by the County (the "Preventive Maintenance"); and

WHEREAS, the County recognizes the need to protect its financial investment in the County's roadway infrastructure and desires to reimburse the Municipalities for Preventive Maintenance services according to the terms and conditions herein and the Municipalities have recognized that such Preventive Maintenance services are in the public interest and desire to cooperate with the County in the provision of such services.

NOW, THEREFORE BE IT RESOLVED by the Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio that:

SECTION 1. Council hereby authorizes the Mayor to enter into the 2020 construction season Master Cooperation Agreement for Preventive Maintenance Services with Cuyahoga County on behalf of its Department of Public Works, a copy of which is on file in the office of the Village Engineer.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in open meetings of this Council, and that all deliberations of this Council that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including the Village's Charter and Codified Ordinances and Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the agreement must be entered into so reimbursements for preventative maintenance may be made to the Village for the current construction season, therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Resolution shall be in full force and effect immediately upon its

adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: July 14, 2020
[Signature]
Debra L. Hladky, Clerk of Council

[Signature]
Johnnie A. Warren, President of Council

Presented to the Mayor July 15, 2020

Approved: July 15, 2020
[Signature]
Mayor, Gary V. Gottschalk

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Resolution No. 2020 – 62 was duly and regularly passed by this Council at the meeting held on the 14 day of July, 2020.

[Signature]
Debra L. Hladky, Clerk of Council

POSTING CERTIFICATE

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Resolution No. 2020 - 62 was duly posted on the 16 day of July, 2020, and will remain posted for a period of fifteen (15) days thereafter in the Council Chambers and in not less than five (5) of the most public places in the municipality as determined by the Council of the said Village.

[Signature]
Debra L. Hladky, Clerk of Council

DATED: July 16, 2020

**MASTER COOPERATION AGREEMENT
FOR
PREVENTIVE MAINTENANCE SERVICES**

This Master Agreement (the "Agreement") made and entered into this _____, 2020 (the Effective Date") and between County of Cuyahoga, Ohio, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the date hereof, on behalf of the Department of Public Works (the "County") and the following State Ohio municipalities (hereinafter referenced individually as "Municipality" and collectively as "Municipalities") identified as follows:

1. City of Bay Village
2. City of Beachwood
3. City of Bedford
4. City of Bedford Heights
5. Village of Bentleyville
6. City of Berea
7. Village of Bratenahl
8. City of Brecksville
9. City of Broadview Heights
10. City of Brooklyn
11. Village of Brooklyn Heights
12. Village of Chagrin Falls
13. City of Cleveland
14. City of Cleveland Heights
15. Village of Cuyahoga Heights
16. City of East Cleveland
17. City of Garfield Heights
18. Village of Gates Mills
19. Village of Glenwillow
20. City of Highland Heights
21. Village of Highland Hills
22. Village of Hunting Valley
23. City of Independence
24. City of Lakewood
25. City of Lyndhurst
26. City of Maple Heights
27. City of Mayfield Heights
28. Mayfield Village

29. City of Middleburg Heights
30. Village of Moreland Hills
31. Village of Newburgh Heights
32. City of North Olmsted
33. Village of North Randall
34. Village of Oakwood
35. City of Olmsted Falls
36. Orange Village
37. City of Parma
38. City of Pepper Pike
39. City of Richmond Heights
40. City of Rocky River
41. City of Shaker Heights
42. City of South Euclid
43. City of Strongsville
44. City of University Heights
45. Village of Valley View
46. Village of Walton Hills
47. City of Warrensville Heights
48. Village of Woodmere

RECITALS:

A. Pursuant to Section 806.02 of Cuyahoga County Code, the County selected the Municipalities to participate in the Cuyahoga Countywide Preventive Maintenance Program; and

B. Pursuant to an award letter dated February 24, 2020 and May 7, 2020, the Municipalities will be reimbursed by the County for performing the following preventive maintenance activities on County roadways located in such Municipalities: pavement resurfacing, base repairs, curb replacement/repairs, curb ramp repairs, rebuilding of utility catch basins/manholes, pavement striping, crack sealing, pavement joint repair, and other similar maintenance activities approved by the County (the "Preventive Maintenance"); and

C. The County recognizes the need to protect its financial investment in the County's roadway infrastructure and desires to reimburse the Municipalities for Preventive Maintenance services according to the terms and conditions herein; and

D. The Municipalities have recognized that such Preventive Maintenance services are in the public interest and desire to cooperate with the County in the provision of such services.

In consideration of the mutual agreements, promises, representations and warranties made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated herein as if fully rewritten herein.
2. The County will reimburse each Municipality for actual costs of materials used by the Municipalities in performing Preventive Maintenance on County roadways in an amount not to exceed the amount described in Exhibit A, attached to this Agreement and incorporated as fully rewritten herein. Unless otherwise approved by the County, County will not reimburse Municipalities for the cost of labor used in performing such Preventive Maintenance.
3. The County has indicated the approved Preventive Maintenance for each Municipality in the award letters dated February 24, 2020 and May 7, 2020, attached to this Agreement as Exhibit B and incorporated as fully rewritten herein. The County, through the Director of Public Works, reserves the right to make modifications to the projects listed in Exhibit B, provided that such modifications do not exceed to total reimbursable amount awarded for each Municipality.
4. The Municipalities shall perform the Preventive Maintenance during the 2020 construction year but no later than December 31, 2020. The obligation of the County to pay eligible costs for Preventive Maintenance pursuant to the terms and conditions of this Agreement shall expire on September 30, 2021. Upon the expiration of the aforesaid date, the County shall not be obligated to reimburse the Municipalities for any Preventive Maintenance services.
5. In the event a Municipality breaches any term of this Agreement, the County reserves the right to supply written notice of an intent to terminate the Agreement. The Municipality shall have thirty (30) calendar days to cure the breach from the date of its receipt of the notice of breach. If the Municipality fails to cure the breach within thirty (30) calendar days the Agreement shall immediately and automatically terminate for cause. The County shall pay the Municipality for the actual costs incurred by the Municipality for performing eligible Preventive Maintenance services prior to the date of termination.
6. Upon completion of the Preventive Maintenance, the Municipalities will continue to maintain all the County roadways in accordance with the statutes relating thereto and agree 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. The County will not be responsible for further maintenance of the roadway improvements.
7. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, and all of which shall together constitute one and the same document, and shall be binding on the signatories; and the signature of any party to any

counterpart shall be deemed a signature to, and may be appended to, any other counterpart. This Agreement may be executed and delivered by facsimile or electronically in Microsoft Word or PDF format.

8. By entering into this Agreement, each Municipality agrees on 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. Municipality 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.

COUNTY OF CUYAHOGA, OHIO

By: _____
Armond Budish, County Executive,
by Matt Carroll
(pursuant to Executive Order No. EO2018-0001
dated February 26, 2018)

VILLAGE OF OAKWOOD, OHIO

By:


Gary V. Gotschalk, Mayor



Cuyahoga County
Together We Thrive

Armond Budish
Cuyahoga County Executive

February 24, 2020

The Honorable Mayor Gottschalk
Village of Oakwood
24800 Broadway Avenue
Oakwood Village, Ohio 44146

RE: 2020 County Road Preventative Maintenance Reimbursement Program - Selection Results

Dear Mayor Gottschalk:

Thank you for submitting projects for our 2020 preventative maintenance program. The Department of Public Works has completed the review of all projects submitted. The infrastructure need in Cuyahoga County is extensive and budget constraints only allow the County to fund a limited number of projects each year.

We wish to congratulate you on the following projects being selected for funding:

ROAD NAME	C.R. NO.	PROJECT TERMINI	WORK TYPE(S)	MATERIAL COST
Alexander Rd	121	Broadway Ave to W. Corp Limit	Crack Sealing	\$2,500.00
Broadway Ave	12	Richmond Rd to Interstate 271/480	Crack Sealing, Resurfacing, Base Repair, Catch Basin(s), Public Utility Manhole(s)	\$11,250.00
Columbus Rd	265	W. Corp Limit to Richmond Rd	Base Repair	\$1,000.00
Macedonia Rd	154	Broadway Ave to S. Corp Limit	Crack Sealing	\$2,500.00
Pettibone Rd	95	Broadway Ave to E. Corp Limit	Crack Sealing	\$2,500.00
Richmond Rd	108	Broadway Ave to Columbus Rd	Crack Sealing, Resurfacing, Base Repair, Catch Basin(s), Public Utility Manhole(s)	\$7,500.00
Tryon Rd	235	Broadway Ave to Richmond Rd	Crack Sealing, Resurfacing, Base Repair	\$12,000.00


39,250

The County will process 2020 material cost reimbursement payments for the above maintenance projects once invoices are submitted, reviewed and approved by the Department of Public Works. All invoices for the 2020 County Road Preventative Maintenance Reimbursement Program shall be submitted no later than March 26, 2021. Your total reimbursable cost for the year 2020 may not exceed \$39,250.00.

We plan to continue this program in the future and you are encouraged to resubmit unsuccessful and/or additional projects for further consideration next year. The hope is that by continuing this effort, together, we will improve the condition of our County's roads.

If you have any questions about specific projects or details of the programs, feel free to call June Gauss, Senior Project Manager, Public Works at (216) 348-3888 or by email at jgauss@cuyahogacounty.us

Sincerely,


Armond Budish
County Executive

VB/jg

CCDPW: M. Dever, D. Marquard, N. English, T. Sotak
Village of Oakwood: Hren, Haba, Thompson

DEBRA HLADKY

From: Jim Climer <jclimer@mrrlaw.com>
Sent: Thursday, July 2, 2020 3:33 PM
To: DEBRA HLADKY
Cc: Dionna Hammett; hren@cvelimited.com
Subject: FW: Oakwood Master Cooperation Agreement for the 2020 Preventative Maintenance Program
Attachments: 2020-xx 2020 County Master Cooperation Agreement.doc; Mayor Signed - Maintenance Reimbursement Agreement (County).pdf

Hello Deb. The legislation Ed proposes is fine. Please put it on the next agenda. No need to attach the contract as it is 104 pages long and is referenced as being on file in the Engineer's office. You should however retain a copy and let Council know it is available for review for them or any members of the public who may so desire. Thanks

James A. Climer
Direct Line: 440-287-8290
Email: jclimer@mrrlaw.com



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From: Ed Hren [mailto:hren@cvelimited.com]
Sent: Wednesday, July 1, 2020 4:44 PM
To: Jim Climer <jclimer@mrrlaw.com>
Cc: Dionna Hammett <DHammett@oakwoodvillageoh.com>
Subject: Oakwood Master Cooperation Agreement for the 2020 Preventative Maintenance Program

Good afternoon Jim,

I am working to assemble and distribute the documents required for the Oakwood Cooperation Agreement with Cuyahoga for the 2020 Preventative Maintenance Program as requested by June Gauss in previous emails to the Village.

I have attached a copy of the agreement that was received from the Mayor's office which includes the Mayor's signature on the signature page.

I have also attached a draft copy of legislation authorizing the Mayor to enter into the agreement based on similar legislation passed in Woodmere and Maple Heights. If this legislation is required for the Mayor to sign please review, edit as you see fit, and I would ask that it be included on the next council meeting agenda.

If legislation is not required for the Mayor to sign I will forward the signature page directly to June Gauss. If legislation is required please ask the Clerk of Council to email a certified copy of the legislation once it is available. When I receive a copy of the certified legislation I will include with the Mayor's signature page and return directly to June Gauss and copy all.

Thanks,

Ed

Edward J. Hren, PE
Partner



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hren@cvelimited.com
www.cvelimited.com

DEBRA HLADKY

From: Ed Hren <hren@cvelimited.com>
Sent: Tuesday, July 7, 2020 4:28 PM
To: Jim Climer; DEBRA HLADKY
Cc: JOHN WARREN; Johnnie Warren
Subject: RE: County Agreements for Forbes Road and Broadway Avneue

The Master Cooperation agreement is good.

Thanks for checking.

Ed

From: Jim Climer <jclimer@mrrlaw.com>
Sent: Tuesday, July 7, 2020 4:26 PM
To: DEBRA HLADKY <dhladky@oakwoodvillageoh.com>; Ed Hren <hren@cvelimited.com>
Cc: JOHN WARREN <jaw111connect@yahoo.com>; Johnnie Warren <jwarren@oakwoodvillageoh.com>
Subject: RE: County Agreements for Forbes Road and Broadway Avneue

Ed:

Is the Master Cooperation Agreement Deb attached to the e-mail the same thing as the Forbes and Broadway resurfacing that Nicole English was saying to put on hold as referenced in your 7/2 e-mail? Thanks


James A. Climer
Direct Line: 440-287-8290
Email: jclimer@mrrlaw.com



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From: Ed Hren <hren@cvelimited.com>

Sent: Thursday, July 2, 2020 4:43 PM

To: Dionna Hammett <dhammett@oakwoodvillageoh.com>; James Climer <jac@mrrlaw.com>; DEBRA HLADKY <dhladky@oakwoodvillageoh.com>

Subject: County Agreements for Forbes Road and Broadway Avneue

Good afternoon all,

Please see attached recent correspondence from Cuyahoga County regarding funding for 2 projects that would be constructed in Oakwood.

- 1.) The resurfacing of Forbes From First Place to Richmond Road. (Joint Project with Bedford Heights)
- 2.) The resurfacing of Broadway Avenue from Macedonia Road to Richmond Road.

My CVE team spoke with Nichole English yesterday and she indicated that there were some deficiencies in the letter that was sent out on June 24, 2020. She asked that I make certain that the agreement is not placed on the legislative agenda in its current format. Please discard or file away. A new letter and agreement will be forwarded shortly.

Thanks,

Ed

Edward J. Hren, PE
Partner

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