

To Codified?

1st Read 3/16/21 2nd Read _____ 3rd Read _____ Under Suspension Yes

ORDINANCE NO. 2021 – 20

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A JOINT IMPROVEMENT AGREEMENT WITH THE VILLAGE OF GLENWILLOW, CITY OF MACEDONIA AND CITY OF TWINSBURG FOR THE RICHMOND ROAD, SHEPARD ROAD, BROADWAY AVENUE AND RAVENNA ROAD INTERSECTION IMPROVEMENT PROJECT AND DECLARING AN EMERGENCY

WHEREAS, the intersection of Broadway Avenue and Richmond, Ravenna, and Shepard Roads that is shared by the four municipalities, Village of Glenwillow, City of Macedonia, Village of Oakwood and City of Twinsburg (hereinafter collectively referred to as “Municipalities”) requires reconstruction of the intersection to improve traffic patterns (hereinafter "Project"); and.

WHEREAS, the Project is located in Four (4) Municipalities; Two (2) Counties (Summit & Cuyahoga); Two (2) Ohio Department of Transportation Districts (District #4 & #12), Two (2) Metropolitan Planning Organizations (Akron Metropolitan Area Transportation Study - AMATS & Northeast Ohio Areawide Coordinating Agency - NOACA) and Two (2) Ohio Public Works Commission (OPWC) Districts (District #8 & #1); and

WHEREAS, the Village has negotiated with the other Municipalities to reach terms of a certain Joint Improvement Agreement providing the rights and responsibilities of the Municipalities relating to the Project as it all Municipalities involved; and

WHEREAS, the individual Municipalities, each being authorized by Article XVIII of the Ohio Constitution and Section 715.02 of the Revised Code and their respective Charters, are fully authorized to enter into, execute, and carry out the terms of the foregoing Joint Improvement Agreement which provides a substantial public benefit collectively and individually to each of the Municipalities as well as Cuyahoga and Summit Counties and he

State of Ohio by way of the enhancement of the intersections and public roadways encompassed in the Project; and,

WHEREAS, it is deemed to be in the interests of the Village and the collective interests of the Municipalities to enter into the aforementioned Joint Improvement Agreement setting forth and establishing the rights and responsibilities of the Municipalities regarding the obligations, duties and financial commitment to the improvement Project.

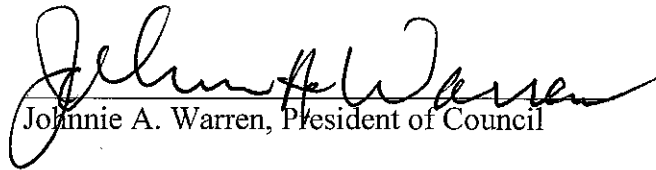
NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Oakwood, County of Cuyahoga and State of Ohio that:

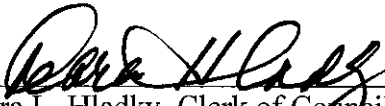
SECTION 1: The Mayor be and hereby is authorized and directed to enter into the Joint Improvement Agreement with the Village of Glenwillow, City of Twinsburg, and the City of Macedonia regarding the Project at the intersection of Broadway Avenue and Richmond, Ravenna and Shepard Roads substantially in the form of the Agreement attached hereto and incorporated herein as Exhibit "A".

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting or meetings of this Council, and that all deliberations of this Council were in meetings open to the public and in full compliance with all legal requirements, including without limitations, those set forth in Section 121.22 of the Ohio Revised Code.

SECTION 3: This Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health, safety welfare and convenience of the citizens of the Village and for the additional reason of commencing the project in order to coincide with the construction season and gaining the lowest prices on publicly bid projects and, provided it receives the affirmative vote of two-thirds (2/3) of all members of Council, it shall take effect and be in force immediately upon its passage and approval of the Mayor; otherwise, it shall take effect and be in force at the earliest period allowed by law.

PASSED: March 16, 2021


Johnnie A. Warren, President of Council

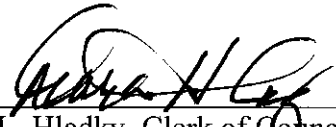

Debra L. Hladky, Clerk of Council

Presented to the
Mayor March 17, 2021

Approved: March 18, 2021

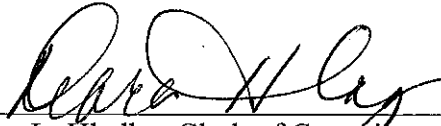

Mayor, Gary V. Gottschalk

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 Ordinance No. 2021 ²⁰ was duly and regularly passed by this Council at the meeting held on the 18 day of March, 2021.


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 Ordinance No. 2021 - 20 was duly posted on the 19 day of March, 2021, and will remain posted for a period of fifteen (15) days thereafter in accordance with the Village Charter.



Debra L. Hladky, Clerk of Council

DATED: March 19 2021

CITY OF TWINSBURG, OHIO

ORDINANCE 16-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A JOINT IMPROVEMENT AGREEMENT WITH GLENWILLOW, MACEDONIA AND OAKWOOD FOR THE RICHMOND, SHEPARD, BROADWAY, AND RAVENNA ROADS INTERSECTION IMPROVEMENT PROJECT; AND DECLARING AN EMERGENCY

WHEREAS, the section of the Broadway, Richmond, Ravenna, and Shepard Roads that are shared by the four municipalities set forth herein (hereinafter "Project") requires reconstruction of the intersection to improve traffic patterns. The Project is located in Four (4) Municipalities (Glenwillow, Macedonia, Oakwood & Twinsburg); Two (2) Counties (Summit & Cuyahoga); Two (2) Ohio Department of Transportation Districts (District #4 & #12), Two (2) Metropolitan Planning Organizations (Akron Metropolitan Area Transportation Study - AMATS & Northeast Ohio Areawide Coordinating Agency - NOACA) and Two (2) Ohio Public Work Commission (OPWC) Districts (District #8 & #1); and

WHEREAS, the City has negotiated with neighboring communities to reach terms to a joint agreement providing the rights and responsibilities of those communities as it relates to an intersection that impacts all communities involved; and

WHEREAS, the individual municipalities, each being authorized by Article XVIII of the Ohio Constitution and Section 715.02 of the Revised Code and their respective Charters, are fully authorized to enter into, execute, and carry out the terms of this Agreement which provides a substantial public benefit in enhancement of the public roadway known as the Project and it is a great public benefit to the municipalities of Glenwillow, Macedonia, Oakwood and Twinsburg as well as Cuyahoga & Summit Counties and the State of Ohio; and

WHEREAS, in cooperation with the communities of Oakwood Village, the Village of Glenwillow, and the City of Macedonia, the City agrees to enter into an Agreement setting forth and establishing the right and responsibilities of the communities regarding the obligations, duties and financial commitment to the improvement Project.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Twinsburg, County of Summit and State of Ohio:

SECTION I: That the Mayor is hereby authorized and directed to enter into a Joint Improvement Agreement with the Village of Glenwillow, Oakwood Village, and the City of Macedonia regarding the intersection improvement project at the intersection of

Richmond, Broadway, Ravenna and Shepard roads substantially in the form of the Agreement attached hereto and incorporated herein as Exhibit "A".

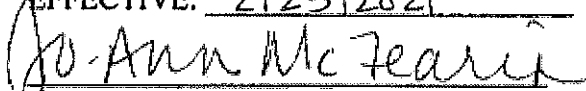
SECTION II: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meeting or meetings of this Council, and that all deliberations of this Council were in meetings open to the public and in full compliance with all legal requirements, including without limitations, those set forth in Section 121.22 of the Ohio Revised code.

SECTION III: That this Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health, safety welfare and convenience of the citizens of the City of Twinsburg, and for the additional reason of commencing the project in order to coincide with the construction season and garner the lowest prices on publicly bid projects, and provided it receives the affirmative vote of five or more members of Council, it shall take effect and be in force immediately upon its passage and approval of the Mayor; otherwise, it shall take effect and be in force at the earliest period allowed by law.

PASSED: 2/23/2021

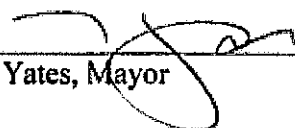
APPROVED: 2/23/2021


EFFECTIVE: 2/23/2021


Jo-Ann McFearn, President of Council

Submitted to the Mayor for approval this
23 day of February, 2021

Approved by the Mayor 2/23, 2021


Ted Yates, Mayor

ATTEST:

Shannon Collins
Clerk of Council

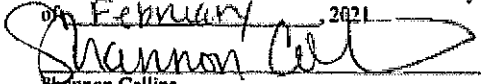
1st Rdg. 2/23/2021
2nd Rdg. —
3rd Rdg. —

Passed: 2/23/2021

Yes 7 No 0

CERTIFICATE OF POSTING

I, Shannon Collins, Clerk of Council, of the City of Twinsburg, State of Ohio, do hereby certify that publication of the foregoing ordinances, resolutions was duly made by posting true copies thereof at five of the most public places in said City as determined by Section 113.02 of the Codified Ordinances of the City of Twinsburg, each for a period of fifteen days commencing on the 24 day of February, 2021.



Shannon Collins
Clerk of Council
City of Twinsburg

**JOINT IMPROVEMENT AGREEMENT BETWEEN THE MUNICIPALITIES OF GLENWILLOW,
MACEDONIA, OAKWOOD, AND TWINSBURG FOR THE RICHMOND, SHEPARD, BROADWAY,
AND RAVENNA ROADS INTERSECTION IMPROVEMENTS**

This Agreement made and entered into this _____ day of _____, 2021, by and between the Village of Glenwillow, Ohio, an Ohio municipal corporation, with its main offices located at 29555 Pettibone Road, Glenwillow, Ohio 44139 (hereinafter referred to as "Glenwillow"), the Village of Oakwood, Ohio, an Ohio municipal corporation, with its main offices located at 24800 Broadway Avenue, Oakwood Village, Ohio 44146 (hereinafter referred to as "Oakwood"), the City of Twinsburg, Ohio, an Ohio municipal corporation, with its main offices located at 10075 Ravenna Road, Twinsburg, Ohio 44087 (hereinafter referred to as "Twinsburg") and the City of Macedonia, Ohio, an Ohio municipal corporation, with its main offices located at 9691 Valley View Road, Macedonia, Ohio 44056 (hereinafter referred to as "Macedonia") collectively referred to as the "Parties.";

I. RECITALS

A. General Background

1. At the border of Glenwillow, Macedonia, Oakwood and Twinsburg the intersection of Broadway, Richmond, Ravenna, and Shepard Roads are shown on the attached Exhibit A.

2. The section of the Broadway, Richmond, Ravenna, and Shepard Roads that are shared by the Parties, and as shown in Exhibit A, (hereinafter "Project") requires reconstruction of the intersection to improve traffic patterns. The Project is located in Four (4) Municipalities (Glenwillow, Macedonia, Oakwood & Twinsburg); Two (2) Counties (Summit & Cuyahoga); Two (2) Ohio Department of Transportation Districts (District #4 & #12), Two (2) Metropolitan Planning Organizations (Akron Metropolitan Area Transportation Study - AMATS & Northeast Ohio Areawide Coordinating Agency - NOACA) and Two (2) Ohio Public Work Commission (OPWC) Districts (District #8 & #1).

3. Starting in 2011, the Parties met to discuss the Project intersection improvements. During the 2011 planning and design of the Project, Twinsburg and Macedonia opted out of participating in the cost of the improvements. The Villages of Glenwillow and Oakwood moved forward to design and construct a portion of the Project which included new turn lanes, centerline realignment, drainage improvements and new signalization. The intersection design and alignment was established to allow for the continuation of the Project to be completed in the future with the participation of Macedonia and Twinsburg.

4. In October 2012, Glenwillow and Oakwood entered into a Cooperative Agreement to distribute the total Local costs of the Project (\$857,876 which included design, construction, property acquisition) equally, 50/50, after subtracting all outside funding secured for the Project including grants and loans. Glenwillow and Oakwood were able to secure funding through low interest loans (OPWC - \$130,453) and grants (CDBG - \$350,000 & OPWC - \$353,664) to install Project improvements within the two communities while accommodating the future improvements within Macedonia and Twinsburg.

5. In 2013, the Villages of Glenwillow and Oakwood completed the construction of the portion of the Project which included new turn lanes, centerline realignment, drainage improvements and new signalization per the terms of the 2012 Cooperative Agreement at a cost to each of \$77,106 or

a total of \$154,212 as reflected in the "Four Corners Improvement Municipal Breakdown" attached hereto and incorporated herein as Exhibit A.

6. In 2017, the Parties entered into a Cooperative Agreement to split the cost equally of the maintenance, repairs and operational costs of the signal and appurtenances at the intersection installed as part of the 2013 Project improvements paid for by Glenwillow and Oakwood.

7. In 2017, the Parties entered into a Cooperative Agreement to split the cost (\$71,800) equally to prepare plans within the Glenwillow, Macedonia, Oakwood and Twinsburg municipal limits as required to complete the needed improvements to realign, add turn lanes and improve drainage for the Project area. The plans were completed as needed to apply for additional outside funding to construct the Project improvements.

8. In 2019, the Parties secured funding (\$1,369,288) for the Project through the Ohio Statewide Urban Congestion Mitigation and Air Quality Funding Program. The City of Twinsburg would be the lead community on the Project and has been coordinating the final planning, engineering and reconstruction of the Project through and as administered by ODOT District 4. The estimated Project Cost to install the balance of the Project including final engineering design, property acquisition, environmental clearances, right of way plan preparation and construction would be \$1,968,990.50 as reflected in Exhibit A. It is anticipated that the Project construction improvements will begin in early 2024.

B. Municipal Authority

1. The Parties, each being authorized by Article XVIII of the Ohio Constitution and Section 715.02 of the Revised Code and their respective Charters, are fully authorized to enter into, execute, and carry out the terms of this Agreement which provides a substantial public benefit in enhancement of the public roadway known as the Project and it is a great public benefit to the municipalities of Glenwillow, Macedonia, Oakwood and Twinsburg as well as Cuyahoga & Summit Counties and the State of Ohio.

2. Pursuant to Section 715.02 of the Revised Code, the parties to this Agreement wish to provide for the apportionment of engineering and construction of the Project and for any costs thereof.

3. In accordance with Section 715.02 of the Revised Code, the Parties have approved this Joint Improvement Agreement by Resolution in compliance with their respective Charters and Ordinances.

4. This Agreement memorializes, ratifies and confirms actions by and between the Parties for prior planning and engineering of the Project and this Agreement is intended to be comprehensive in formalizing and memorializing the complete Project.

II. AGREEMENT

In consideration of the foregoing recitals, in consideration of the partial performance of various undertakings as described and the ratification and confirmation of all actions taken in good faith in furtherance of the described Project, and in consideration of the mutual promises, undertakings and covenants hereinafter set forth, and for other good and valuable consideration, the Parties hereby agree as set forth below:

A. Cooperation

The Parties wish to cooperate fully as set forth in this Agreement in order to provide a needed enhancement for a public roadway shared by both communities and to do so in a timely, efficient and economical manner.

B. Twinsburg Duties and Responsibilities

1. The Parties have engineered the Project to date (preliminary engineering to date has been reviewed by the Parties and is approved). Twinsburg will continue to have engineering and administrative responsibilities throughout the duration of the project to coordinate with ODOT and the other Municipalities to obtain environmental clearances and property acquisitions.

2. Twinsburg shall serve as the contracting authority for the Project. Twinsburg shall bid out and contract with the successful bidder in accordance with all laws and shall provide all bidding information and bids to Twinsburg, and shall be responsible to pay all of the cost of such as final engineering, environmental, property acquisition, inspection and construction, subject to reimbursement by the other three Municipalities' as specified herein). Twinsburg shall administer the project, including but not limited to: appropriate insurance coverage, prevailing wage requirements, appropriate inspection, and Twinsburg shall also administer all payments to contractors required by the Project, making sure that such Project is completed free of any claims or liens.

3. Twinsburg shall manage all construction of the Project and shall be responsible for acquiring all permits from any federal, state, or county agency.

4. Twinsburg shall continue to provide changes in engineering plans to ODOT, Glenwillow, Macedonia and Oakwood for approval and upon completion shall provide "as built" plans.

5. Twinsburg shall provide routine inspection reports to ODOT, Glenwillow, Macedonia and Oakwood as needed and as requested.

C. Glenwillow's Duties and Responsibilities

1. Glenwillow shall compensate Twinsburg in a total amount not to exceed 25% of the total Project cost per the terms of Section F of this agreement. Twinsburg shall notify Glenwillow of the preliminary Project costs. Glenwillow shall, within 30 days of invoice from Twinsburg, pay to Twinsburg its share of the invoice. After completion of the Project and final costs have been certified, Glenwillow shall pay Twinsburg less the grants and loans as applicable per the terms of Section F of this agreement.

2. Glenwillow will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon Twinsburg's completion of engineering, funding and bidding.

D. Macedonia's Duties and Responsibilities

1. Macedonia shall compensate Twinsburg in a total amount not to exceed 25% of the total Project cost per the terms of Section F of this agreement. Twinsburg shall notify Macedonia of the preliminary Project costs. Macedonia shall, within 30 days of invoice from Twinsburg, pay to Twinsburg its share of the invoice. After completion of the Project and final costs have been certified,

Macedonia shall pay Twinsburg less the grants and loans as applicable per the terms of Section F of this agreement.

2. Macedonia will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon Twinsburg's completion of engineering, funding and bidding.

E. Oakwood's Duties and Responsibilities

1. Oakwood shall compensate Twinsburg in a total amount not to exceed 25% of the total Project cost per the terms of Section F of this agreement. Twinsburg shall notify Oakwood of the preliminary Project costs. Oakwood shall, within 30 days of invoice from Twinsburg, pay to Twinsburg its share of the invoice. After completion of the Project and final costs have been certified, Oakwood shall pay Twinsburg less the grants and loans as applicable per the terms of Section F of this agreement.

2. Oakwood will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon Twinsburg's completion of engineering, funding and bidding.

F. Financial Contributions to Project

1. As disclosed in Item C of Exhibit A, it is anticipated that each participant in this Agreement will incur a total combined cost of \$188,479 for the 2013 and 2024 Improvements. In order that all participants shall share equally in the costs of the 2013 and 2024 Improvements, Macedonia and Twinsburg shall each contribute the sum of \$77,106 or a total of \$154,212 toward the 2024 Improvements after which all participants in this Agreement shall contribute equally to the remaining costs of the 2024 Improvements.

G. Annual Audit of Community Cost Participation

1. The Parties shall review the cost participation (Local Funds) of each community at the end of each fiscal year to determine each community's cumulative contribution (Local Funds) towards the Project costs.

2. At the completion of the Project, prior to final invoicing by the City of Twinsburg, all funding resources shall be reviewed by the Parties' Fiscal Agent to confirm each community's cumulative contribution (Local Funds) towards the Project. The cost participation (Local Funds) invoiced to each community by the City of Twinsburg shall be allocated in a fashion which will result in an equal aggregate participation from each community (Local Funds) based on actual final Project cost.

H. Traffic Control

The Parties pledge cooperation in traffic control and routing during the period of construction. During the phase of work in which the Richmond and Pettibone Intersection Improvement work shall be completed, traffic will be maintained as approved by each of the safety forces.

I. Maintenance

Upon completion of the Project, each party shall be responsible for the maintenance of such portion of the Project as is within its municipal boundary.

J. Notice

The parties shall be notified by regular mail or hand delivery as follows:

To Glenwillow: Mayor Mark A. Cegelka
Village of Glenwillow
29555 Pettibone Road
Glenwillow, Ohio 44139

To Macedonia: Mayor Nicholas Molnar
City of Macedonia
9691 Valley View Road
Macedonia, OH 44056

To Oakwood: Mayor Gary V. Gottschalk
Village of Oakwood
24800 Broadway Avenue
Oakwood, Ohio 44146

To Twinsburg Mayor Ted Yates
City of Twinsburg
10075 Ravenna Road
Twinsburg, OH 44087

K. Modification

This Agreement shall not be modified without the express written approval of both parties, which approval must be confirmed by a Resolution or Ordinance of each Council.

L. Authorization

WITNESSED BY:

VILLAGE OF GLENWILLOW

Mark A. Cegelka, Mayor

WITNESSED BY:

CITY OF MACEDONIA

Nicolas Molnar, Mayor

WITNESSED BY:

[Signature]
[Signature]

VILLAGE OF OAKWOOD

[Signature]
Gary V. Gotschalk, Mayor

WITNESSED BY:

[Signature]
[Signature]

CITY OF TWINSBURG

[Signature]
Ted Yates, Mayor

Approved as to legal form:

[Signature]
Director of Law
Village of Glenwillow

Approved as to legal form:

[Signature]
Director of Law
Village of Oakwood

Approved as to legal form:

[Signature]
Law Director
City of Twinsburg

Approved as to legal form:

Law Director
City of Macedonia

This Agreement has been authorized by Ordinance No. _____, adopted by the
Glenwillow Village Council on the _____ day of _____, 2021.

Clerk of Council

This Agreement has been authorized by Ordinance No. _____, adopted by the
Macedonia City Council the _____ day of _____, 2021.

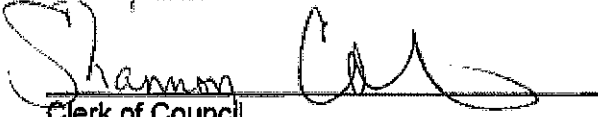
Clerk of Council

This Agreement has been authorized by Ordinance No. 2021-22 adopted by the Oakwood
Village Council the 16 day of March, 2021.



Clerk of Council

This Agreement has been authorized by Ordinance No. 116, adopted by the
Twinsburg City Council the 23 day of February, 2021.



Clerk of Council

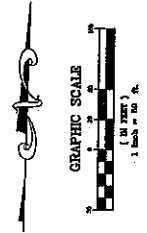
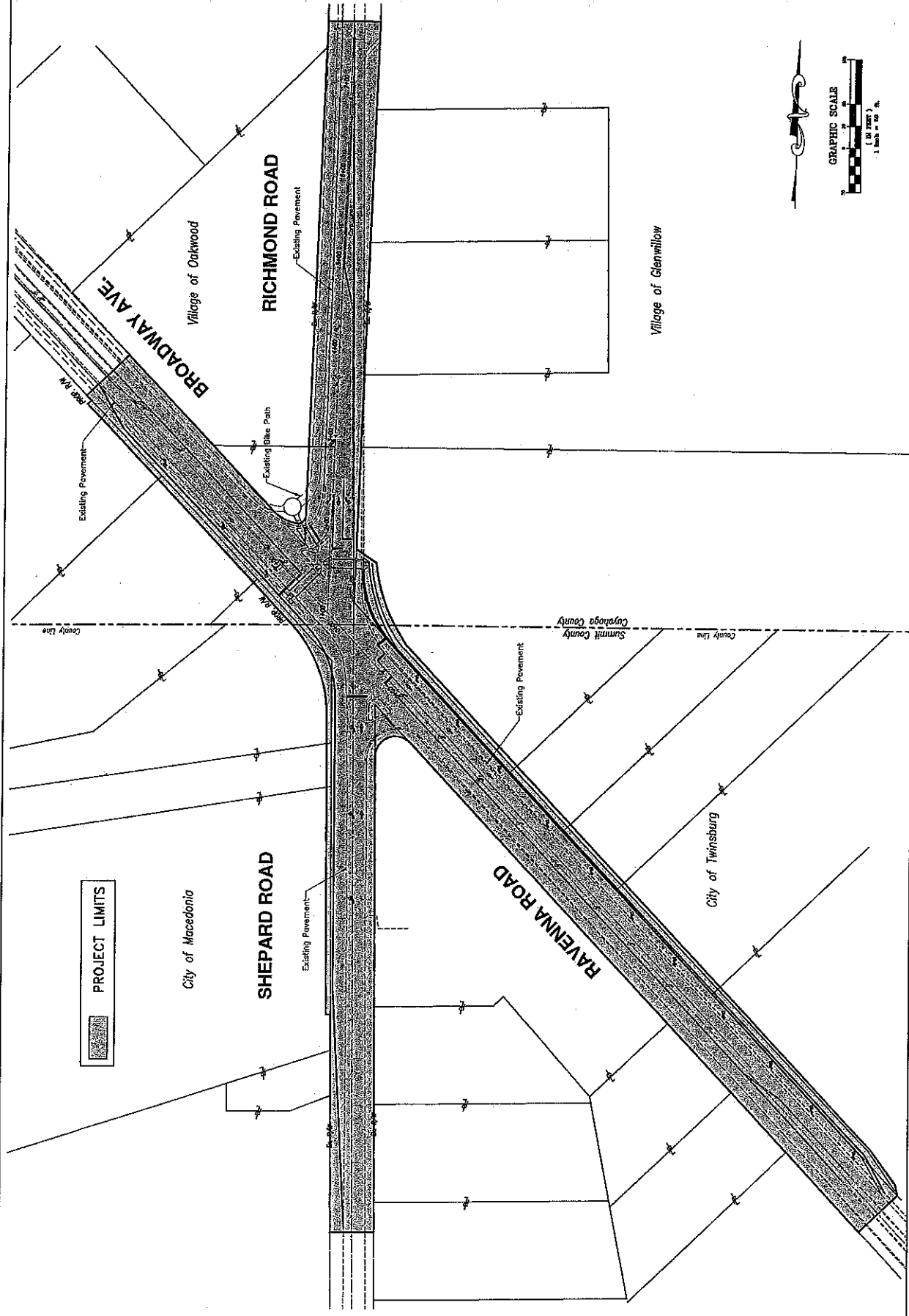


EXHIBIT A (Cont.)

FOUR CORNERS IMPROVEMENT MUNICIPAL BREAKDOWN				
September 30, 2020				
Four Corners Intersection Improvement 2013				
1. Design			\$99,602.00	
2. Property Acquisition			\$61,016.00	
3. Construction w/ Inspection			\$697,258.00	
Project Cost 2013			\$857,876.00	
Four Corners Intersection Improvement 2024				
1. Preliminary Design			\$71,800.00	
2. Final Design			\$20,000.00	
3. Environmental			\$60,000.00	
4. Right of Way Plan Preparation			\$25,000.00	
5. Property Acquisition			\$100,000.00	
6. Project Administration & Inspection (5%)			\$80,580.50	
7. Construction Cost			\$1,611,610.00	
8. Project Design Contingency (10%)			\$20,500.00	
Project Cost 2024			\$1,968,990.50	
A. TOTAL PROJECT COST FOUR CORNERS IMPROVEMENT				\$2,826,866.50
Financial Assistance				
1. CDBG (2013)			\$350,000.00	
2. OPWC (2013) (\$353,664 Grant & \$130,453 Loan Split between Oakwood and Glenwillow)			\$353,664.00	
3. CMAQ - AMATS (Per ODOT Agreement - \$1,369,288 = 80%)			\$684,644.00	
4. CMAQ - NOACA (Per ODOT Agreement \$1,369,288 = 80% Construction Cost & Property Acquisition)			\$684,644.00	
B. TOTAL FINANCIAL ASSISTANCE ¹				\$2,072,952
C. TOTAL EXPECTED COST ² (A - B)				\$753,914.50
	2013 Improvement		2024 Improvement	EXPECTED COST PER COMMUNITY
	General Fund	OPWC Loan	General Fund	
Village of Glenwillow ³	\$11,879	\$65,227	\$111,373	\$188,479
City of Macedonia	\$0	\$0	\$188,479	\$188,479
Village of Oakwood ³	\$11,879	\$65,227	\$111,373	\$188,479
City of Twinsburg	\$0	\$0	\$188,479	\$188,479
¹ : Does not include OPWC Loan amount from 2013 Improvement; ² : Does not include any future funding assistance from OPWC, Community Development Block Grant or Others; ³ : Includes current loan amount split between Glenwillow and Oakwood and \$11,879.46 paid as part of general fund for 2013 Improvement.				