

## NOTICE OF SPECIAL COUNCIL MEETING

Pursuant to Section 7.09 of the Charter of the Village of Oakwood, notice is hereby given of the calling of a Special Council Meeting by Mayor to be held on March 16, 2021 at 7:00 p.m. via remote access utilizing Webex to consider the following matter(s): (See attached Agenda for further information)

Ord 2021-04	AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS
<i>Premier TIF</i>	WITHIN THE VILLAGE TO BE A PUBLIC PURPOSE, EXEMPTING THE
Introduced 1-20-2021 by	IMPROVEMENTS TO SUCH PARCELS FROM REAL PROPERTY TAXATION FOR
Mayor & Council as a whole	A PERIOD OF THIRTY YEARS, AUTHORIZING THE MAYOR TO ENTER INTO
1 <sup>st</sup> read 1-19-2021	AN AGREEMENT WITH THE BEDFORD CITY SCHOOL DISTRICT REGARDING
2 <sup>nd</sup> read 1-21-2021	SUCH EXEMPTION REQUIRING THE OWNERS OF SUCH PARCELS TO MAKE
3 <sup>rd</sup> read 1-26-2021 & tabled	SERVICE PAYMENTS IN LIEU OF TAXES ESTABLISHING AN URBAN
	REDEVELOPMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT
	OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE
	SECTIONS 5709.41, 5709.42, AND 5709.43, AND DECLARING AN EMERGENCY
Ord 2021-20	AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A JOINT
Introduced 3-16-2021 by	IMPROVEMENT AGREEMENT WITH THE VILLAGE OF GLENWILLOW, CITY
Mayor & Council as a whole	OF MACEDONIA AND CITY OF TWINSBURG FOR THE RICHMOND ROAD,
<i>Four Corners</i>	SHEPARD ROAD, BROADWAY AVENUE AND RAVENNA ROAD
	INTERSECTION IMPROVEMENT PROJECT AND DECLARING AN EMERGENCY

In accordance with the provisions contained in the Village Charter no other matters will be considered by Village Council other than those listed herein.

Debra L Hladky

Debra L. Hladky

Clerk of Council - Village of Oakwood

**VILLAGE OF OAKWOOD  
COUNCIL - SPECIAL MEETING  
March 16, 2021  
7:00 P.M.  
AGENDA**



Scan to view  
[Agenda on line](#)

Pursuant to Section 7.09 of the Charter of the Village of Oakwood, Council President, Johnnie Warren, Councilwoman Eloise Hardin, and Councilwoman Pat Rogers are hereby calling a Special Meeting of Village Council to consider the following items:

1. **Call meeting to order**
2. **Pledge of Allegiance**
3. **Roll Call**

Mayor	~ Gary V. Gottschalk
Law Director	~ Jim Climer
Finance Director	~ Brian Thompson
Council President	~ Johnnie Warren
Council At Large	~ Elaine Gaither
Councilman	~ Chris Callender
Councilperson	~ Eloise Hardin
Councilperson	~ Melanie Sanders
Councilperson	~ Patricia Rogers
Councilperson	~ Candace Williams

Ord 2021-04

*Premier TIF*

Introduced 1-20-2021 by

Mayor & Council as a whole

1<sup>st</sup> read 1-19-2021

2<sup>nd</sup> read 1-21-2021

3<sup>rd</sup> read 1-26-2021 & tabled

AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS WITHIN THE VILLAGE TO BE A PUBLIC PURPOSE, EXEMPTING THE IMPROVEMENTS TO SUCH PARCELS FROM REAL PROPERTY TAXATION FOR A PERIOD OF THIRTY YEARS, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE BEDFORD CITY SCHOOL DISTRICT REGARDING SUCH EXEMPTION REQUIRING THE OWNERS OF SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES ESTABLISHING AN URBAN REDEVELOPMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.41, 5709.42, AND 5709.43, AND DECLARING AN EMERGENCY

Ord 2021-20

Introduced 3-16-2021 by

Mayor & Council as a whole

*Four Corners*

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

Adjournment

To Codified? 1st Read 1/20/21 2nd Read 1/21/21 3rd Read 1/26/21 Under Suspension tabled 1/26/21

BY:

ORDINANCE NO. -2021- 04

AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS WITHIN THE VILLAGE TO BE A PUBLIC PURPOSE, EXEMPTING THE IMPROVEMENTS TO SUCH PARCELS FROM REAL PROPERTY TAXATION FOR A PERIOD OF THIRTY YEARS; AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE BEDFORD CITY SCHOOL DISTRICT REGARDING SUCH EXEMPTION, REQUIRING THE OWNERS OF SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES ESTABLISHING AN URBAN REDEVELOPMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.41, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of Oakwood (the "Village") has, pursuant to Ordinance No. \_\_-2020, acquired Permanent Parcel Number(s) 795-28-001, and pursuant to Ordinance No(s). ----- and -----, acquired title to additional parcels of real property located in the Village of Oakwood, more fully described as Permanent Parcel Nos. 795-17-032, 795-18-058, 795-18-034, 795-18-029 and; the Southerly sixty-five (65) feet of Permanent Parcel Numbers 795-18-057, 795-18-033, 795-18-032 and 795-18-031; and Permanent Parcel Numbers 795-18-030, 795-28-006, 795-28-013 and 795-28-005 (collectively, the "Property") as shown on Exhibit A hereto, all located within the Village, and has conveyed and re-conveyed title to the Property to Premier Oakwood, LLC (the "Developer"), for the purpose of urban redevelopment of the Property pursuant to the Development Agreement approved by the Oakwood Village Council in furtherance of the City's policy of urban redevelopment as evidenced by the Village of Oakwood Community Reinvestment Area Housing Survey performed by Chagrin Valley Engineering dated December 2018 which was approved by the Oakwood Village Council on or about January 19, 2019 in Ordinance No. 2019-09; and

WHEREAS, Developer has, pursuant to the Development Agreement between Village and Developer, effective \_\_\_\_\_, 2021, agreed to redevelop the Property by the construction of a commercial real estate project (the "Project"), consisting of buildings and other commercial real estate components consistent with the applicable zoning code, along with related landscaping and improvements, as further described on Exhibit B, thereby creating jobs and employment opportunities for the residents of the Village and Cuyahoga County; and

WHEREAS, certain infrastructure improvements are required in order for Developer to proceed with the development of the Property, which include grading, a public road, utilities, and other infrastructure as further described in more detail on Exhibit C attached hereto (collectively,

the "Improvements"). The Improvements include certain improvements to certain portions of the Property.

WHEREAS, Ohio Revised Code Sections 5709.41, 5709.42 and 5709.43 authorize this Council to declare all of the Improvements (as defined in Ohio Revised Code Section 5709.41) with respect to real property which has been owned by the Village and thereafter conveyed to a private person to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of years, and to provide for the making of service payments in lieu of taxes by the owner of such parcel and to establish a urban redevelopment tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, the Village has determined that it is necessary and appropriate and in the City's best interest to provide for service payments in lieu of taxes with respect to the Property pursuant to Ohio Revised Code Section 5709.42 (the "Service Payments") to pay a portion of the costs of the redevelopment of the Property and the Improvements; and

WHEREAS, the Property is located within the boundaries of the Bedford City School District (the "School District"); and the School District has been notified of the City's intent to pass this Ordinance in accordance with Ohio Revised Code Sections 5709.41(C) and 5709.83; and

WHEREAS, the Village and the School District have agreed to enter into a Compensation Agreement substantially in the form attached hereto as Exhibit D (the "Compensation Agreement") pursuant to which the School District has waived all required notices and/or consents.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF OAKWOOD, STATE OF OHIO, that:

Section 1. This Council finds and determines that the Improvements described in Exhibit B hereto and further described in more detail in Exhibit C, to be constructed by the Developer or its designee, are declared to be a public purpose for purposes of Section 5709.41 of the Ohio Revised Code.

Section 2. The Mayor is hereby authorized to enter into the Compensation Agreement with the Bedford City School District in substantially the form attached hereto as Exhibit D, with such changes therein as are not adverse to the City, as evidenced by the Mayor's signature thereon.

Section 3. Pursuant to and in accordance with the provisions of Section 5709.41 of the Ohio Revised Code, 100% of the Improvements is hereby declared to be a public purpose for a period of thirty (30) years and exempt from taxation for a period of thirty (30) years, commencing with the effective date of this Ordinance and continuing for a period of thirty (30) years (the "TIF Exemption").

Section 4. As provided in Section 5709.42 of the Ohio Revised Code, the owner or owners of the Property are hereby required to, and shall make, semi-annual Service Payments to the Cuyahoga County Treasurer (the "County Treasurer") on or before the final dates for payment of real property taxes due and payable with respect to the Improvements. In accordance with Section 5709.42 of the Ohio Revised Code The County Treasurer is hereby requested to distribute

a portion of the Service Payments directly to the School District in the amount provided for in the School Compensation Agreement. The remaining Service Payments, when distributed to the Village by the County Treasurer, shall be deposited in the Oakwood Business Park Urban Redevelopment Tax Increment Equivalent Fund (the "Fund") established in Section 5 hereof. This Council hereby authorizes the Mayor, the Director of Finance and Village Law Director, and other appropriate officers of the City, to provide such information and certifications and to execute and deliver or accept delivery of such instruments as are necessary and incidental to collection of those Service Payments, and to make such arrangements as are necessary and proper for payment of those Service Payments.

Section 5. This Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the Fund, into which shall be deposited all of the Service Payments distributed to the Village with respect to the Improvements, by or on behalf of the County Treasurer as provided in Section 5709.42 of the Ohio Revised Code, and hereby provides that the moneys deposited in the Fund shall be paid to the Developer to pay any or all acquisition, construction, installation or financing costs, and any or all other direct and indirect costs of the Project, or to reimburse the Developer for such costs, or retained by the Village in accordance with the Development Agreement previously approved by this Council.

The Fund shall remain in existence so long as Service Payments are collected and used for the aforesaid purposes, after which time the Fund shall be dissolved in accordance with Section 5709.43 of the Ohio Revised Code and any moneys remaining therein shall be paid to the City.

Section 6. Pursuant to Section 5709.41(E) of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Development Services Agency of the State of Ohio within fifteen days after its passage. On or before March 31st of each year that the exemption set forth in Section 3 hereof remains in effect, the Mayor or other authorized officer of this Village shall prepare and submit to the Director of the Development Services Agency of the State of Ohio the status report required under Section 5709.40(I) of the Ohio Revised Code.

Section 7. This Council determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed 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.

Section 8. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the City, and for the further reason that this Ordinance is required to be immediately effective so that the Village can maximize the amount of Service Payments to be received from the Property and take advantage of time-sensitive economic development opportunities beneficial to the Village and its residents; wherefore, this Ordinance shall become immediately effective upon receiving the affirmative vote of two thirds

of all members elected to Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED \_\_\_\_\_, 2021

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

ATTEST:

APPROVED:

\_\_\_\_\_  
Clerk of Council

FILED WITH MAYOR: \_\_\_\_\_

\_\_\_\_\_  
MAYOR, VILLAGE OF OAKWOOD

**EXHIBIT A  
PROPERTY**

Village of Oakwood

Permanent Parcel Numbers

The entirety of the following parcels:

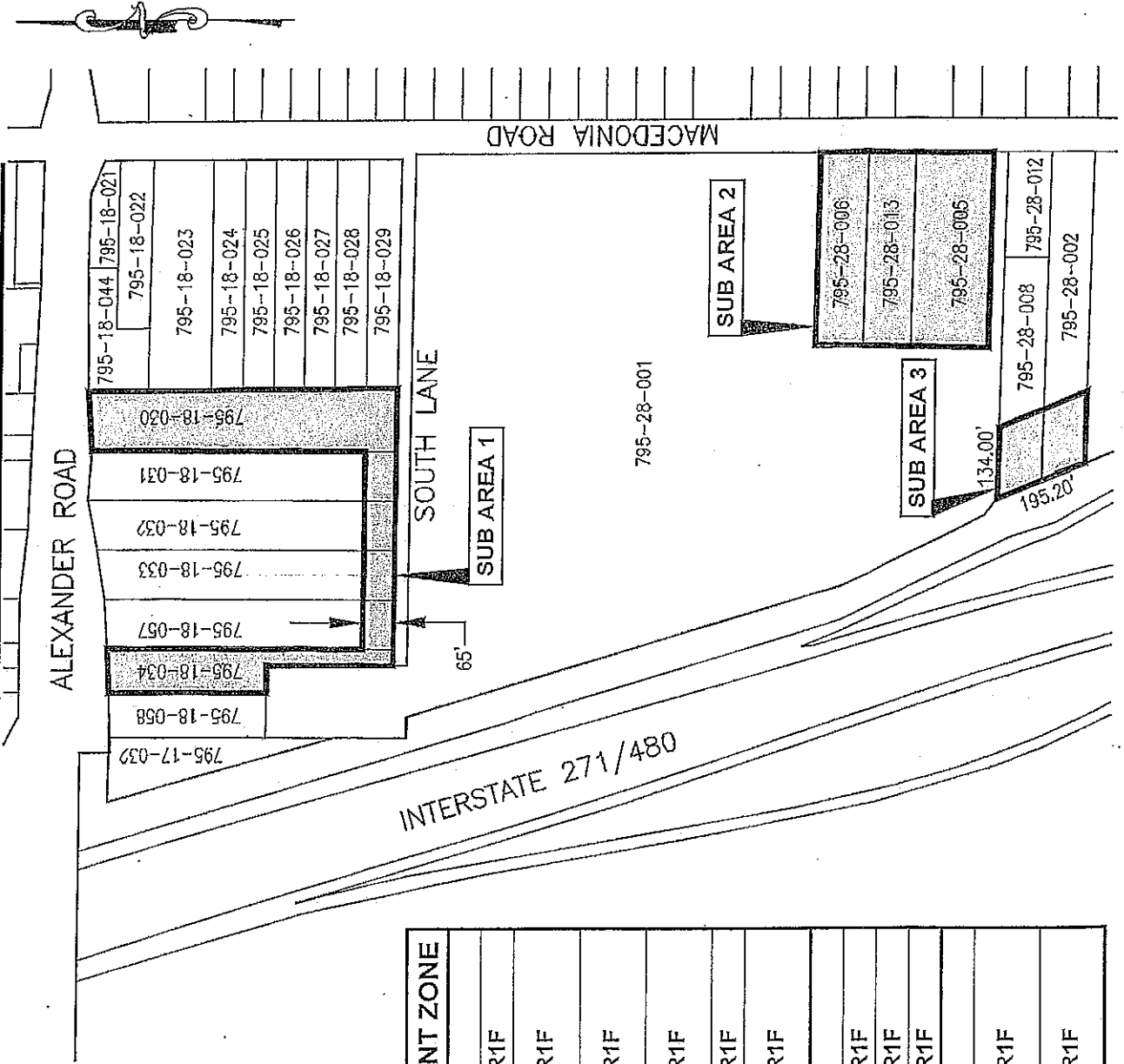
795-17-032  
795-18-058  
795-18-034  
795-18-029  
795-28-001  
795-18-030  
795-28-006  
795-28-013  
795-28-005

The Southerly sixty-five (65) feet of the following parcels:

795-18-057  
795-18-033  
795-18-032  
795-18-031

# EXHIBIT A

## AREAS REZONED TO LIGHT INDUSTRIAL I-1 FROM RESIDENTIAL R1F



PARCEL NO.	PRESENT ZONE
SUB AREA 1	
795-18-030	R1F
795-18-031 South 65 Feet	R1F
795-18-032 South 65 Feet	R1F
795-18-033 South 65 Feet	R1F
795-18-034	R1F
795-18-057 South 65 Feet	R1F
SUB AREA 2	
795-28-005	R1F
795-28-006	R1F
795-28-013	R1F
SUB AREA 3	
795-28-002 West 134 Feet	R1F
795-28-008 West 134 Feet	R1F

OAKWOOD 2020 REZONING

PROJECT: 19392 SHEET 1 OF 1

DATE: 11/07/19  
SHEET: 1/1  
CHECKED BY: EJM  
DRAWN BY: EJM

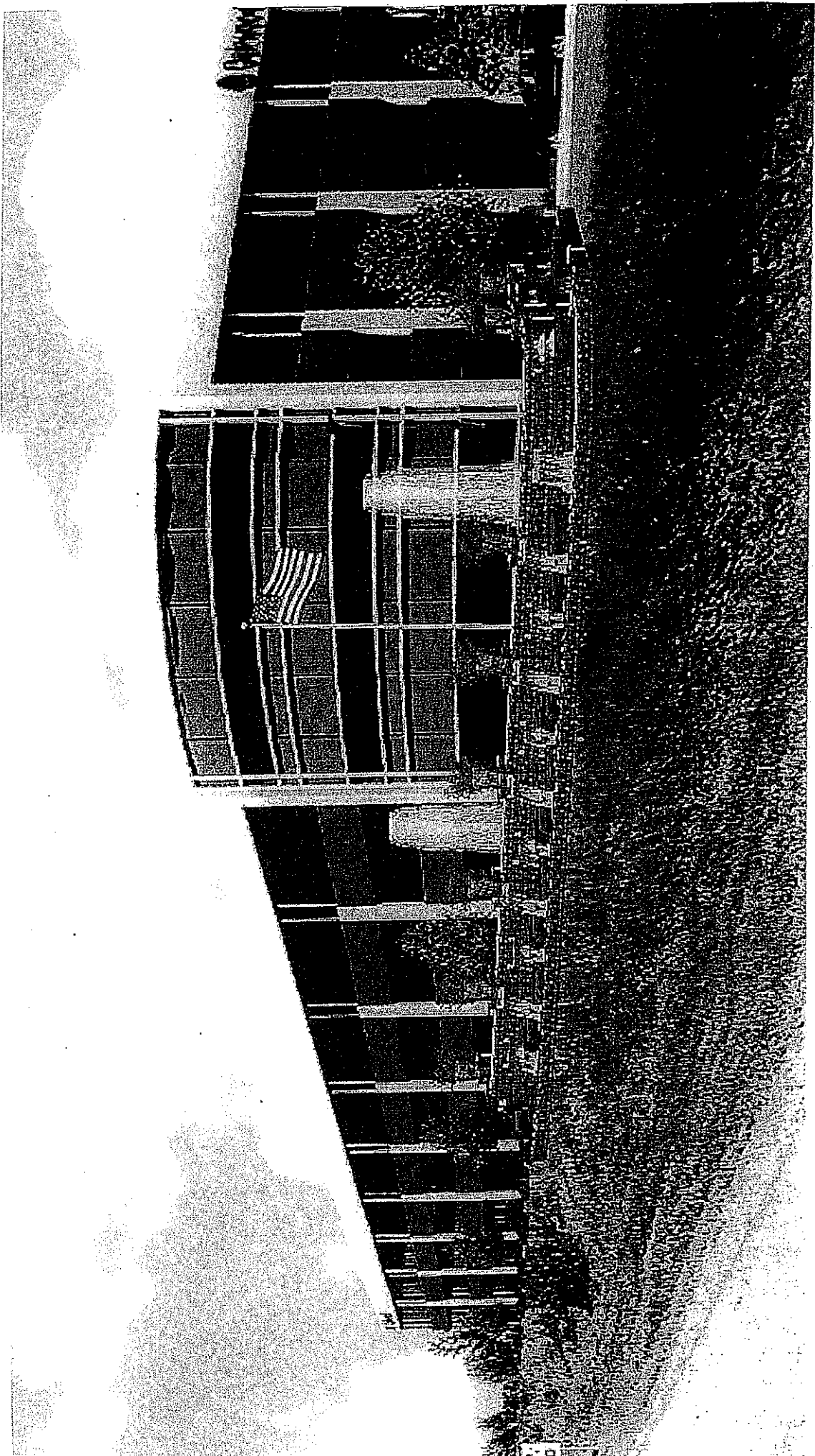
CHAGRIN VALLEY  
ENGINEERING, LTD.  
CHAGRIN VALLEY  
ENGINEERING, LTD.

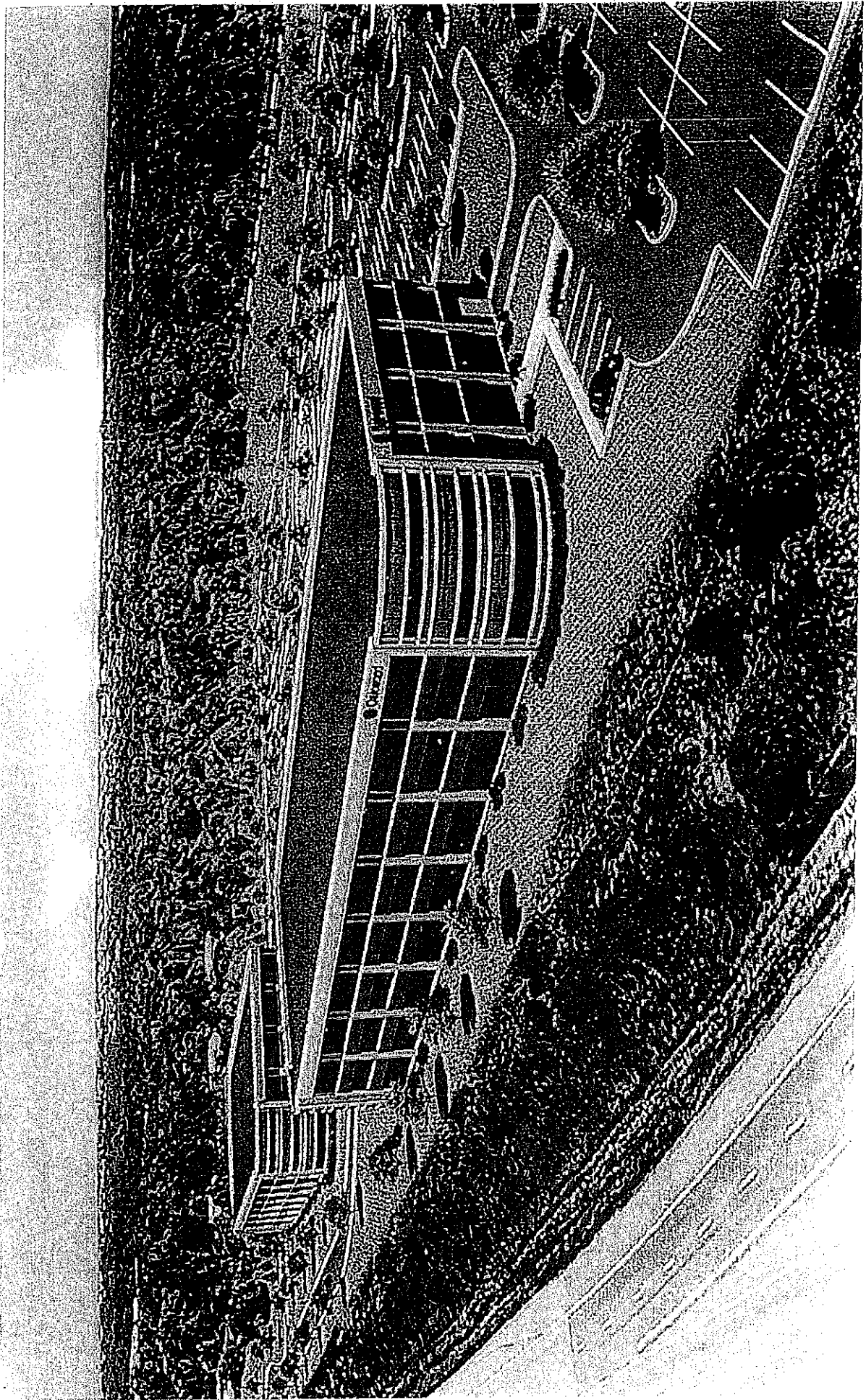


## EXHIBIT B

### Description of the Project

As provided for in the Development Agreement, improvements on the Project Site, to consist initially of a light manufacturing facility of 250,000 square feet ("Phase 1") to be expandable to 400,000 square feet ("Phase 1 Prime"), a second phase ("Phase 2") to consist of a second commercial building of approximately 100,000 square feet and a third phase ("Phase 3") to consist of a third commercial building of approximately 100,000 square feet.



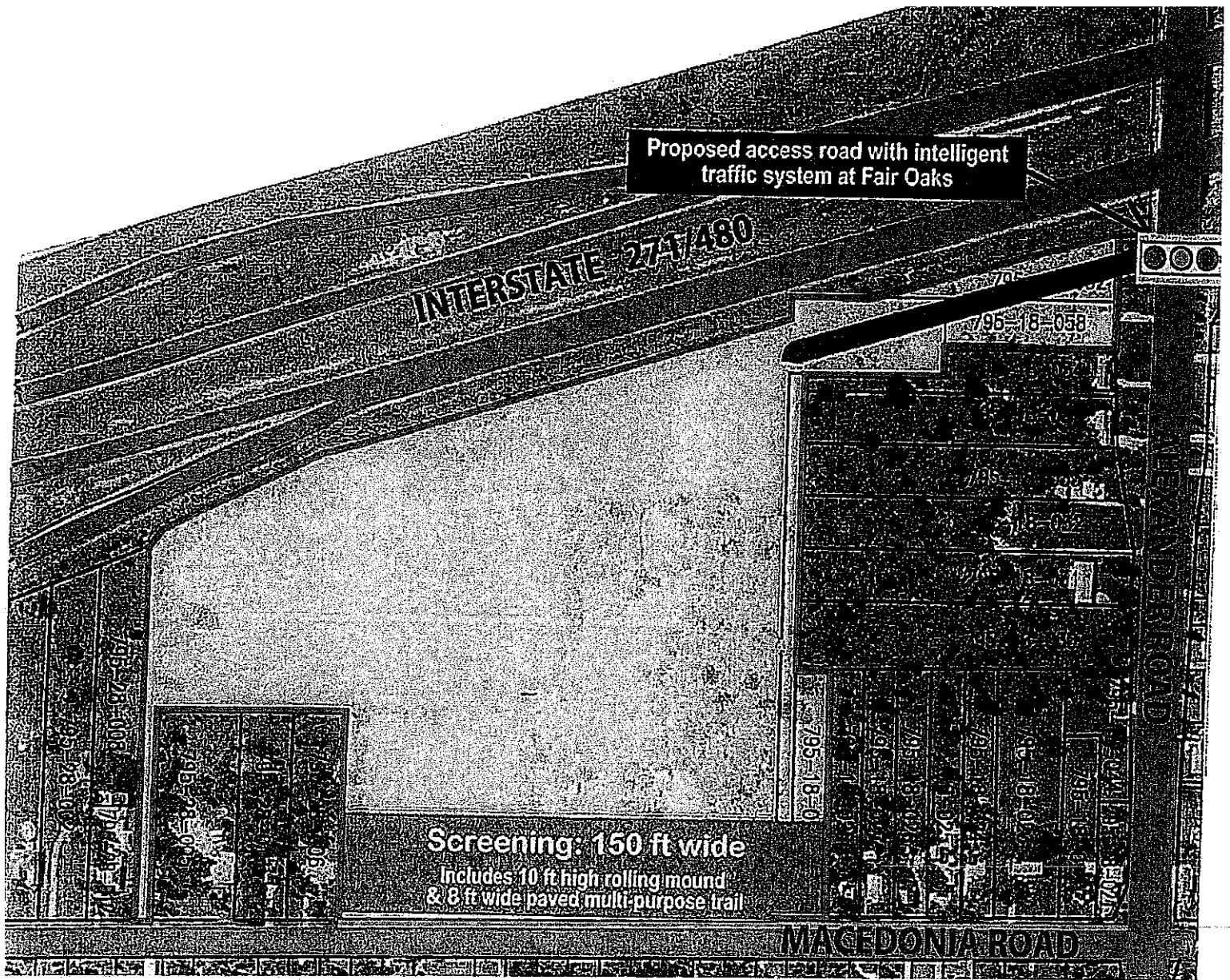


## EXHIBIT C

### Improvements

The Project shall include but not be limited to:

- The provision of utilities and utility connections to the Project Site including but not limited to storm water drainage, sanitary sewerage and water facilities along with all trenching and conduits for public utilities;
- Street and intersection improvements, bridges, pedestrian bridges, off-street public parking facilities;
- Construction of an access road onto the Project Site (680 feet long by 28 feet wide) including a right turn only lane onto Alexander Rd.;
- Reconstruction of the Alexander Rd/Fair Oaks Rd. intersection at the entrance to the Project Site along with signalization for said intersection;
- The purchase of property adjoining Rte 271 on Alexander Rd. as well as two homes including demolition for the above-referenced main access road;
- The acquisition of land or interests therein including but not limited to the purchase of undeveloped property along Alexander Rd. to be used as temporary access onto the Project Site to facilitate construction in late 2020 until the main access road is complete. (Includes the purchase of land, temporary fencing and re-beautification of the property when this alternative access is no longer needed);
- Screening/landscaping of the access road route;
- Dredging, grading, demolition draining, paving, resurfacing, sidewalks, curbs, landscaping, fire hydrants, street lighting and traffic control devices with respect to the foregoing;
- Environmental remediation including but not limited to wetlands mitigation of the area;
- Designing and landscaping of a 10 foot high/100 foot wide/800 foot long curvilinear, undulating mound along Macedonia Rd. with lawn and irrigation to screen the view of the Project buildings from the residents who live on Macedonia Rd.;
- The maintenance of landscaping;
- The purchase of rezoned property consisting of the rear 65 feet of four homes on Alexander Rd. including the removal of vegetation and landscaping of new rear yard boundary;
- The purchase and demolition of three homes on south Macedonia Rd. as well as other properties potentially adding to the Project Site;
- The extension of mounding for areas added to the Project Site, including those mentioned immediately above, to be compatible with the design and purpose of the original mounding and landscaping of same;
- Construction of an 8 foot wide asphalt all-purpose trail along the Project Site adjacent to Macedonia Rd. extending to Alexander (approximately 900 feet long);
- Payments to the Board of Education of the Bedford City School District and Oakwood Village for agreeing to development incentives.



### *Supplemental Costs to Premier Development*

\$ 230,000	Realignment of Alexander Rd/ Fair Oaks Intersection & Signalization to Handle Daily 900 More Cars
850,000	Construction of Access Road to Project Site (680' x 28')
580,000	Purchase Property for Main Access Road
310,000	Cost of Property & Construction of Temporary One-Lane Access to Project Site for Spring 2021 Start Up
400,000	Mounding/Landscaping with Irrigation System to Screen Project from Macedonia Rd Residents
300,000	Wetlands Mitigation
120,000	Landscaping Maintenance (Labor/Materials) for 5 Years
590,000	Purchase of 3 Homes on South Macedonia Rd for Parking Spaces
75,000	Purchase Backyards of 4 Homes on Alexander Rd for Parking Spaces
<u>130,000</u>	8' Wide All Purpose Trail on Macedonia Rd.
<u>\$ 3,600,000</u>	

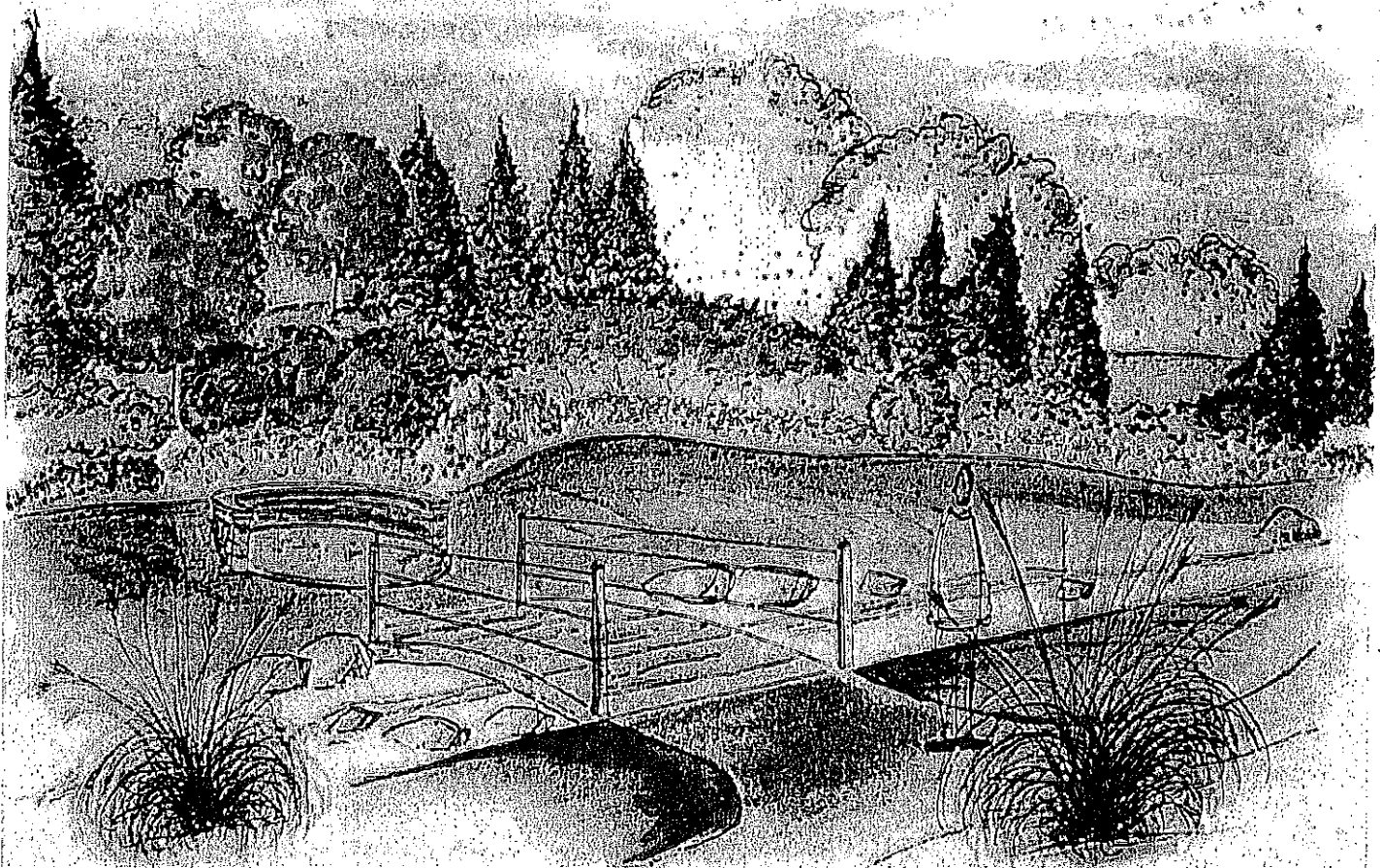


The Village of Oakwood is at a  
**CROSSROADS**

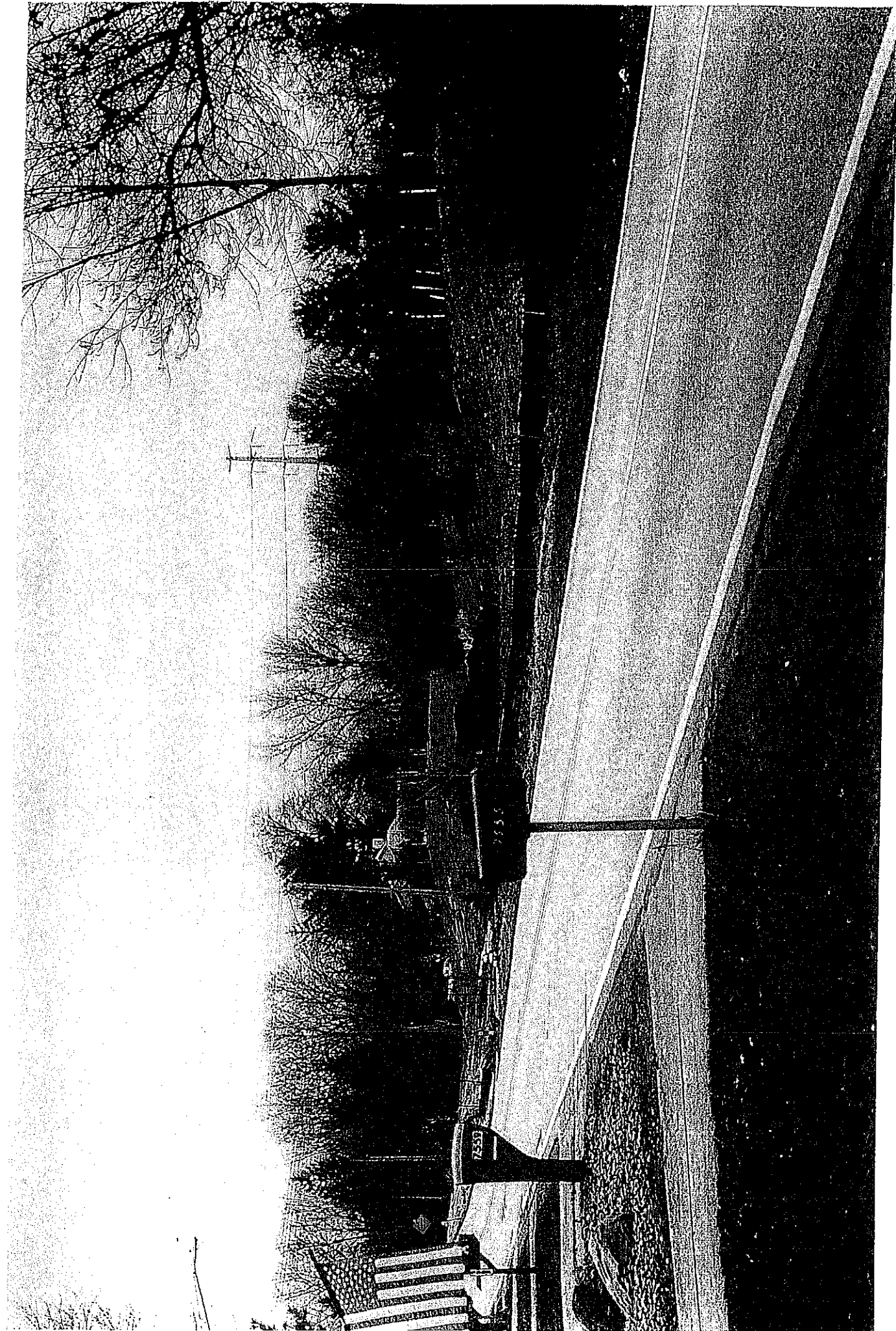


VOTE YES	
ISSUES	<b>54&amp;52, 53</b>
IT'S ABOUT OUR FINANCIAL VIABILITY, SAFETY, STREETS & SERVICES <i>Protect our quality of life !</i>	

**KNOW WHAT IS AT STAKE!**



BY PASSING ISSUE 54, this picturesque setting along the project site on Macedonia Road in Ward 4 will totally screen the future view of the two office buildings far away on the other side of this 10 foot high rolling mound. You will not find anything like this picture postcard landscaping beautifying a residential street anywhere in Ohio and it will all be paid for, including the maintenance, by the developer.



**Exhibit D**

**School Compensation Agreement**



## EXHIBIT D

### COMPENSATION AGREEMENT

This Compensation Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_, 2020, by and between the VILLAGE OF OAKWOOD, OHIO (the "Village"), a municipal corporation organized and existing under the constitution, its Charter, and the laws of the State of Ohio with its principal offices at Oakwood Village Hall, 24800 Broadway, Oakwood Village, Ohio 44146, and the BOARD OF EDUCATION OF THE BEDFORD CITY SCHOOL DISTRICT (the "School District"), a public school district with its principal offices located at 475 Northfield Road, Bedford, OH 44146.

#### WITNESSETH:

WHEREAS, pursuant to Ohio Revised Code Section 5709.41, .42, and .43 (together with related provisions of the Ohio Revised Code, the "TIF Act"), the Village may, among other things, (i) declare the increase in assessed value of real property located in the Village to be a public purpose, thereby exempting such increase from real property taxation for a period of time; (ii) provide for the making of service payments in lieu of taxes by the owners of such real property; and (iii) provide for compensation payments to the affected school districts out of such service payments in lieu of taxes; and

WHEREAS, the Village proposes to establish a tax increment financing district with respect to certain property located at or near the intersection of Alexander and Macedonia Roads in the Village, as more fully described in Exhibit A attached hereto (the "Premier Property") including future additions to or extensions of the Premier Property, to exempt from real property taxation the Premier Property pursuant to Section 5709.41 of the Ohio Revised Code (the "TIF Statute") and to require the owners of parcels included in the Premier Property (collectively, "Owners"), to make Service Payments In Lieu of Taxes ("Service Payments") and to use such Service Payments to pay a portion of the cost of certain private and public infrastructure improvements; and

WHEREAS, the Village proposes to enact Ordinance No. \_\_\_\_\_ (the "TIF Ordinance") on or after December \_\_, 2020, and therein (a) declare to be a public purpose the improvement to the Premier Property and authorize the execution of a Development Agreement (the "Development Agreement") between the Village and Premier Oakwood, LLC, as the Owner of the Premier Property, providing for, among other things, the exemption of the increase in value of the Premier Property subsequent to the passage of the TIF Ordinance (each improvement having the meaning as set forth in the TIF Act and collectively referred to herein as the "Improvements") relating to the Premier Property consistent with the objectives stated in the TIF Ordinance and the payment of Service Payments with respect to such Improvements, and (b) authorize the execution of this Agreement; and

WHEREAS, the Village and the School District will derive substantial and significant benefits from the Improvements; and

WHEREAS, on \_\_\_\_\_, 2020, and prior to the passage of the TIF Ordinance, the Board of the School District adopted a resolution granting its approval of this Agreement and the exemption of the real property taxes on the Improvements as provided in the TIF Ordinance and waived any further requirements of the TIF Act and Sections 5709.82 and 5709.83 of the Ohio Revised Code on the condition that the Village execute and deliver this Agreement; and

WHEREAS, the TIF Ordinance provides for a 30-year, 100% exemption from real property taxes with respect to the Improvements on the Premier Property (the "TIF Exemption") and for the payment of Service Payments; and

WHEREAS, to facilitate the construction of certain public and private improvements to the Premier Property and to compensate the School District for a portion of the real property taxes that the School District would have received had the Premier Property been improved and not been exempted from taxation, the Village and the School District have determined to enter into this Agreement, which Agreement is in the vital and best interest of the Village and the School District and will improve the health, safety and welfare of the citizens of the Village and the School District;

NOW THEREFORE, in consideration of the premises and covenants contained in this Agreement, the parties agree as follows:

Section 1. School District Approval and Agreement. In consideration of the compensation to be provided to it under this Agreement, the School District hereby approves the TIF Exemption in the amount of up to 100% for up to 30 years, as provided for in the TIF Ordinance, and waives any payment of income tax revenues derived from new employees at the Premier Property as provided in Section 5709.82 of the Ohio Revised Code.

Section 2. Compensation Payments to School District.

(a) The parties agree that, as consideration for the School District's agreement in Section 1 above:

(i) commencing with the first collection year in which Service Payments are received by the Cuyahoga County Treasurer (the "Treasurer") with respect to any portion of the Premier Property, and ending with the fifteenth collection year in which Service Payments are received by the Treasurer with respect to that portion of the Premier Property, the School District shall not receive any portion of the real property taxes that would have been distributed to the School District but for the TIF Exemption. For avoidance of doubt, the Premier Property will be improved by different phases of building such that improvements will be added to the tax duplicate in differing years.

(ii) commencing with the sixteenth collection year in which Service Payments are received by the Treasurer with respect to that particular portion of the Premier Property, and ending with the collection year in which the TIF Exemption ends, the Village shall cause the Treasurer to pay semi-annually to the School District, but solely from Service Payments received by the Treasurer, an amount

equal to 100% of the amounts, if any, the School District would have received but for the TIF Exemption. In addition, the Village shall cause the Developer to pay to the School District the amount of Forty Thousand Dollars (\$40,000) annually in each of the years 2024 through and including 2038.

(b) The payments specified in subsection (ii) shall be made only to the extent that the Treasurer actually receives Service Payments in an amount equal to the real property taxes that the School District would have received, but for the TIF Exemption. Amounts to be received by the School District in accordance with subsection (ii) of this Section 2 are collectively referred to herein as "TIF Revenue Payments." In the event that in any year the amount of Service Payments actually received by the Treasurer are not equal to the TIF Revenue Payments to be received under this Section 2, such amounts shall be carried forward and will be payable from amounts received in future years after reimbursement of the School District for the applicable percentage of taxes that the School District would have received in such future year. In the event that the valuation of the Premier Property is challenged by an Owner or by the School District and the result of such challenge is an increase or decrease in the assessed valuation of such parcel which increase or decrease is finally determined, either through all appeals or after expiration of any appeal period, in a later collection year, the TIF Revenue Payments due to the School District in the year of such final determination and thereafter shall be increased or decreased to reflect such increased or decreased valuation.

Section 3. Timing of Payments. The Treasurer shall distribute the TIF Revenue Payments to the School District in accordance with law. The payments due under Section 2(a)(ii) shall be paid to the School District not later than January 31 of each collection year that the TIF Exemption is in effect, commencing with the calendar year in which the first Service Payments are distributed by the Treasurer. The records of the Village relating to the amount of any TIF Revenue Payment or other payment shall be made available to the School District for audit annually by the treasurer of the School District or by an independent auditor of the School District's choice and at its sole expense.

Section 4. Sharing of Information. The Village agrees to cooperate to share information with the School District as to its receipt of Service Payments upon request of the School District, subject to any restrictions imposed by law, and shall provide the School District with a copy of information it sends to the State to comply with annual reporting requirements in connection with the exemption under the TIF Ordinance.

Section 5. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by both parties to the Agreement.

Section 6. Entire Agreement, Waiver of Notice. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement. The School District hereby waives any notice requirements set forth in the TIF Act or in Sections 5709.82, 5709.83 and 5715.27(D)

of the Ohio Revised Code with respect to the TIF Exemption and waives any defects or irregularities relating to the TIF Exemption.

Section 7. Notices. All payments, certificates and notices which are required to or may be given pursuant to the provisions of this Agreement shall be sent by the United States ordinary mail, postage prepaid, and shall be deemed to have been given or delivered when so mailed to the address set forth in the first paragraph of this Agreement, to the attention of the Mayor or the Superintendent, as applicable. Either party may change its address for receiving notices and reports by giving written notice of such change to the other party.

Section 8. Severability of Provisions. The invalidity of any provision of this Agreement shall not affect the other provisions of this Agreement, and this Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 9. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

*Remainder of Page Intentionally Left Blank*

*Signature Page Follows*

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered on the date set forth above.

VILLAGE OF OAKWOOD, OHIO

BOARD OF EDUCATION OF THE  
BEDFORD CITY SCHOOL DISTRICT

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Superintendent

By: \_\_\_\_\_  
Treasurer

By: \_\_\_\_\_  
President of the Board of Education

Approved as to legal form:

\_\_\_\_\_  
Law Director

SECTION 5705.41  
CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Director of Finance of the Village of Oakwood, Ohio (the "Village"), hereby certifies in connection with the Compensation Agreement between the Village and the Bedford City School District, dated \_\_\_\_\_, 2020, that:

The amount required to meet the contract, obligation, or expenditure for the attached, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Director of Finance

Dated: \_\_\_\_\_, 2020

To Codified?

☐

1st Read \_\_\_\_\_ 2nd Read \_\_\_\_\_ 3rd Read \_\_\_\_\_ Under Suspension \_\_\_\_\_

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: \_\_\_\_\_

\_\_\_\_\_  
Johnnie A. Warren, President of Council

\_\_\_\_\_  
Debra L. Hladky, Clerk of Council

Presented to the  
Mayor \_\_\_\_\_

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

\_\_\_\_\_  
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 -     was duly and regularly passed by this Council at the meeting held on the     day of     , 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 -     was duly posted on the \_\_\_\_\_ day of \_\_\_\_\_, 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: \_\_\_\_\_

## EXHIBIT "A"

### **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**

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Mark A. Cegelka, Mayor

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WITNESSED BY:

**CITY OF MACEDONIA**

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Nicolas Molnar, Mayor

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WITNESSED BY:

**VILLAGE OF OAKWOOD**

\_\_\_\_\_

\_\_\_\_\_  
Gary V. Gottschalk, Mayor

\_\_\_\_\_

WITNESSED BY:

**CITY OF TWINSBURG**

\_\_\_\_\_

\_\_\_\_\_  
Ted Yates, Mayor

\_\_\_\_\_

Approved as to legal form:

\_\_\_\_\_  
Director of Law  
Village of Glenwillow

Approved as to legal form:

\_\_\_\_\_  
Director of Law  
Village of Oakwood

Approved as to legal form:

\_\_\_\_\_  
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. \_\_\_\_\_, adopted by the Oakwood  
Village Council the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Clerk of Council

This Agreement has been authorized by Ordinance No. \_\_\_\_\_, adopted by the  
Twinsburg City Council the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Clerk of Council

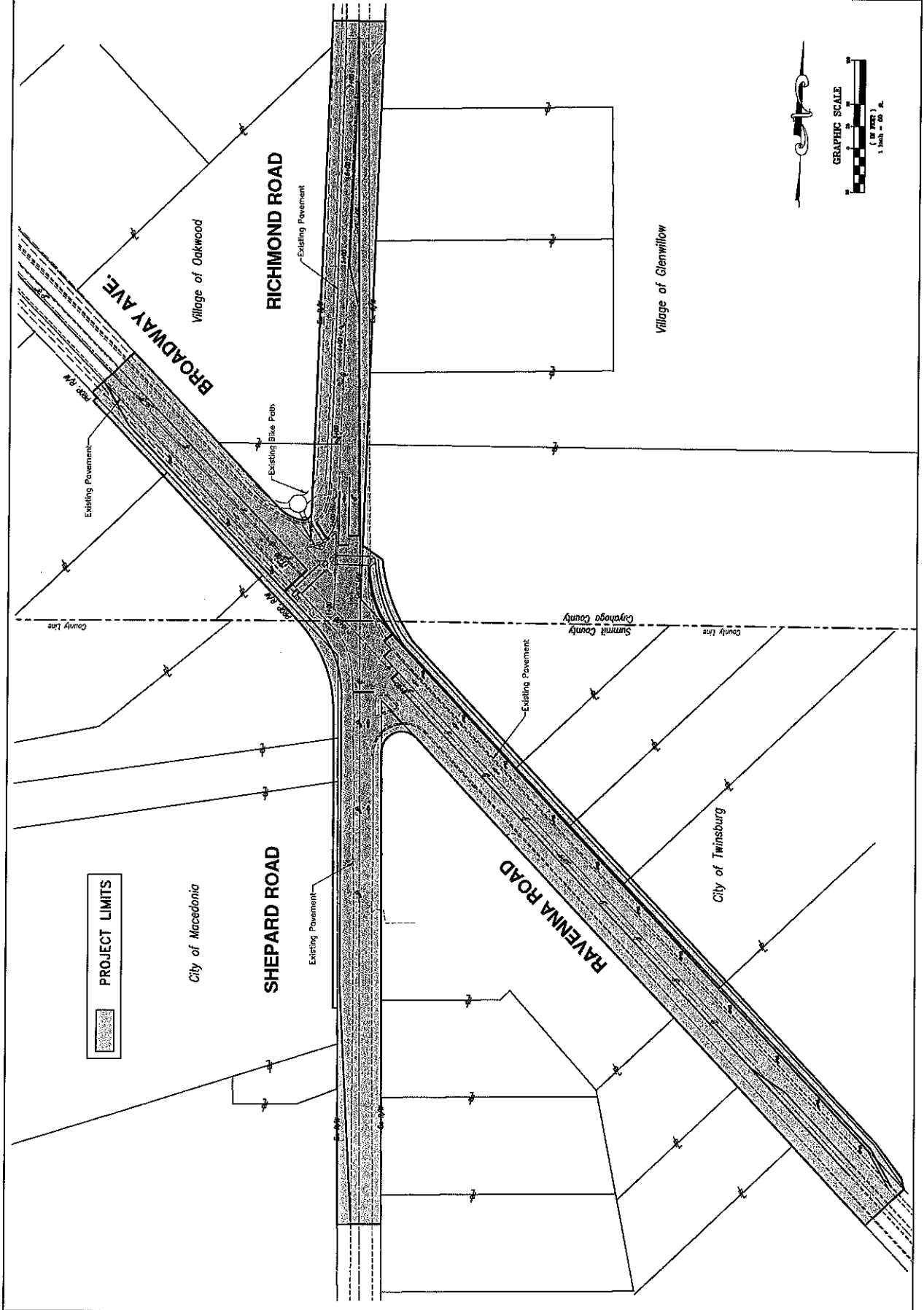


EXHIBIT A (Cont.)

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 <sup>1</sup>			\$2,072,952	
C. TOTAL EXPECTED COST <sup>2</sup> (A - B)			\$753,914.50	
	2013 Improvement		2024 Improvement	EXPECTED COST PER COMMUNITY
	General Fund	OPWC Loan	General Fund	
Village of Glenwillow <sup>3</sup>	\$11,879	\$65,227	\$111,373	\$188,479
City of Macedonia	\$0	\$0	\$188,479	\$188,479
Village of Oakwood <sup>3</sup>	\$11,879	\$65,227	\$111,373	\$188,479
City of Twinsburg	\$0	\$0	\$188,479	\$188,479
<sup>1</sup> : Does not include OPWC Loan amount from 2013 Improvement; <sup>2</sup> : Does not include any future funding assistance from OPWC, Community Development Block Grant or Others; <sup>3</sup> : Includes current loan amount split between Glenwillow and Oakwood and \$11,879.46 paid as part of general fund for 2013 Improvement.				

**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".

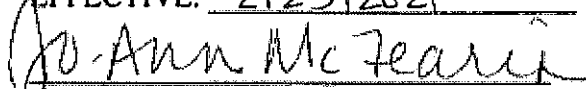
**SECTION II:** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in open meeting or meetings of this Council, and that all deliberations of this Council were in meetings open to the public and in full compliance with 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

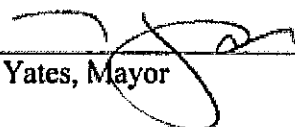
APPROVED: 2/23/2021


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

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

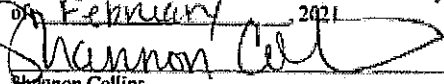
Passed: 2/23/2021

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**

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**I. RECITALS**

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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.

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## **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**

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Mark A. Cegelka, Mayor

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WITNESSED BY:

**CITY OF MACEDONIA**

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Nicolas Molnar, Mayor

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WITNESSED BY:

VILLAGE OF OAKWOOD

\_\_\_\_\_

\_\_\_\_\_  
Gary V. Gottschalk, Mayor

\_\_\_\_\_

WITNESSED BY:

CITY OF TWINSBURG

\_\_\_\_\_

\_\_\_\_\_  
Ted Yates, Mayor

\_\_\_\_\_  
Sandy Paneyko

Approved as to legal form:

\_\_\_\_\_  
Director of Law  
Village of Glenwillow

Approved as to legal form:

\_\_\_\_\_  
Director of Law  
Village of Oakwood

Approved as to legal form:

\_\_\_\_\_  
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. \_\_\_\_\_, adopted by the Oakwood  
Village Council the \_\_\_\_\_ day of \_\_\_\_\_, 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