

ORDINANCE NO. 2026 - 83

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

A RESOLUTION GRANTING CONSENT AND PLEDGING COOPERATION WITH CUYAHOGA COUNTY IN THE COMPLETION OF THE RECONSTRUCTION OF BROADWAY AVENUE FROM OAK LEAF ROAD TO FORBES ROAD IN THE VILLAGE OF OAKWOOD AND DECLARING AN EMERGENCY

WHEREAS, the Village of Oakwood ("Village") has recognized the need for and proposes the improvement of a portion of public highway which is described as follows: Reconstruction of Broadway Avenue from Oak Leaf Road to Forbes Road in Oakwood Village (the "Project"); and

WHEREAS, the Village and Cuyahoga County have reached an agreement in principle as set forth in **Exhibit A**, attached hereto and incorporated herein, for the cooperation in completion of the Project.

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

SECTION 1. The Mayor is hereby authorized to enter into the Reconstruction of Broadway Avenue Agreement, a copy of which is attached hereto and expressly made a part hereof by reference and marked with **Exhibit A**.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of the Ordinance were adopted in an open meeting on the date indicated below, and that all deliberations of this Council and of any of its Committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 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 and welfare of the inhabitants of the Village, the reason for the emergency being that the need for expediting highway improvements to promote highway safety and to enter the contract as quickly as possible, therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:

August 25, 2026

Carol Jackson

Carol Jackson, Clerk of Council

Eloise Hardin

Eloise Hardin, President of Council

Presented to the
Mayor August 26, 2026

Approved: August 31, 2026

Erica L. Nikolic
Mayor, Erica L. Nikolic

I, Carol Jackson, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2026 - 83 was duly and regularly passed by this Council at the meeting held on the 25th day of August, 2026.

Carol Jackson
Carol Jackson, Clerk of Council

POSTING CERTIFICATE

I, Carol Jackson, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2026 - 83 was duly posted on the 1st day of September, 2026, and will remain posted in accordance with the Oakwood Village Charter.

Carol Jackson
Carol Jackson, Clerk of Council

DATED: September 1, 2026

CERTIFICATE OF COPY

State of Ohio)
County of Cuyahoga)
Oakwood Village)

I, Carol Jackson, as Clerk Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the legislative Authority of the said Village of Oakwood on the 25th day of August, 2026, that the publication of such Ordinance has been made certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in Ordinance Record No. 2026, Page 83.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 1st day of September, 2026.

Carol Jackson
Carol Jackson

Clerk of Council, Village of Oakwood,
Ohio

MUNICIPAL SEAL

AGREEMENT

Between the County of Cuyahoga, Ohio and the Oakwood Village for the Reconstruction of Broadway Avenue

This Agreement is effective as of the date of the last signature below between the County of Cuyahoga, Ohio, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof, on behalf of the Department of Public Works (the "COUNTY") and the **Oakwood Village** (the "MUNICIPALITY") by its Mayor, having been duly authorized to enter into this Agreement by Ordinance No. 2026-83 adopted by Council of the **Oakwood Village** on the 25th day of August, 2026.

WITNESSETH:

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

Reconstruction of Broadway Avenue from Oak Leaf Road to Forbes Road in
Oakwood Village (the "Project").

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

A. COOPERATION

1. The COUNTY and the MUNICIPALITY will cooperate in the completion of the Project.
2. The MUNICIPALITY will prepare construction plans and specifications, including necessary engineering reports, which shall conform to generally accepted engineering practices and principles.
3. The MUNICIPALITY will arrange for the supervision and administration of the construction contract.
4. The COUNTY will review the construction plans, estimate, specifications and bid proposal for conformance with section A-2 of this Agreement. The MUNICIPALITY shall not advertise the construction contract until the COUNTY has approved these documents. The COUNTY will inspect the completed Project to ensure the MUNICIPALITY's compliance with the terms of this agreement.
5. The MUNICIPALITY shall provide the COUNTY with a complete set of as-built plans upon the completion of the Project.

B. FUNDING

1. The MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the Project by using an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY's portion of the project.
2. The COUNTY shall contribute fifty percent (50%) of the unfunded portion of the actual cost of construction, construction engineering, construction administration, and construction inspection, subject to the COUNTY's determination that the costs are eligible for reimbursement pursuant to the Cuyahoga County Engineer's policies up to a maximum of \$250,000.00.
3. In the event MUNICIPALITY secures additional funding for the Project, the COUNTY's financial contribution will be reduced accordingly. In no event shall the COUNTY's financial contribution exceed fifty percent (50%) of the portion of the approved Project costs for which there is no supplemental funding.

C. MAINTENANCE

Upon completion of the Project, the Parties' respective maintenance obligations shall be as follows:

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

D. TRAFFIC

The Parties agree to the following with regard to traffic on the improved roadway or highway upon completion of the Project:

1. The MUNICIPALITY will keep the highway open to traffic at all times.
2. The MUNICIPALITY will place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the Project in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code.

3. The street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
4. Unwarranted regulatory signage within the Project area must be removed. In order to install a "Four-way-Stop" at the intersection of the improved street or highway, a traffic study must be performed by the MUNICIPALITY to verify that it is warranted in accordance with the manual.
5. The MUNICIPALITY will not enact any rule or regulation that restricts the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway and shall rescind any existing rule or regulation that so restricts the road usage.
6. The MUNICIPALITY shall prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

E. RIGHT-OF-WAY

1. The MUNICIPALITY shall make available for the Project all existing street and public right-of-way within the MUNICIPALITY that is necessary for the Project.
2. The MUNICIPALITY will arrange for the acquisition of any additional right-of-way which may be required for the construction of the Project.

F. PEDESTRIAN FACILITIES

1. The MUNICIPALITY shall upgrade all existing ADA deficient curb ramps within the Project area to conform to the most current ADA regulations and standards.
2. If the MUNICIPALITY wishes not to replace any ADA deficient curb ramps within the Project area, the MUNICIPALITY shall provide acceptable justification to the COUNTY in advance for the COUNTY's approval.

G. UTILITIES

1. The MUNICIPALITY will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be affected by the Project, and said companies have agreed to make any and all necessary arrangements in such a manner as to be clear of any construction called for by the plans of Project, and said companies have agreed to make such necessary arrangements immediately after notification by said MUNICIPALITY.
2. The COUNTY will participate in the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.

3. The MUNICIPALITY shall, at its own expense, make all rearrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the Project.
4. The construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the Project, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

H. MISCELLANEOUS

1. If the MUNICIPALITY includes the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the Project), alternate bid items, or other items in the Project that are in addition to those now existing and not provided for elsewhere in this Agreement, the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering and construction supervision.
2. The MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections E-1, E-2, and G-1, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certification or obligations made or agreed to in said Sections E-1, E-2, and G-1 hereinabove.
3. For matters relating to this Project, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. The MUNICIPALITY agrees to make all pertinent contractual books and records and other documents pertaining to the Project available to the COUNTY and its designated agents for purpose of audit and examination upon reasonable request.
5. By entering into this agreement, the MUNICIPALITY agrees to conduct this transaction by electronic means by agreeing that all documents requiring COUNTY signatures may be executed by electronic means, and that the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The MUNICIPALITY also agrees to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

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

Oakwood Village

By: *Eric L. Nikolic*
Mayor

County of Cuyahoga, Ohio

By: _____
**Chris Ronayne, County Executive
or designee pursuant to Executive Orders
No. EO2023-0003, dated July 6, 2023**