

**AN ORDINANCE
AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH CUYAHOGA COUNTY, OHIO, FOR
THE RESURFACING OF SOLON ROAD (CR-31) FROM
MAPLE STREET TO THE CORPORATE LIMITS OF THE
VILLAGE OF CHAGRIN FALLS, AUTHORIZING THE
VILLAGE ENGINEER TO PREPARE THE CONSTRUCTION
PLANS AND SPECIFICATIONS REQUIRED FOR SUCH
IMPROVEMENT, AND DECLARING AN EMERGENCY.**

WHEREAS, the Village Council recognizes the need to resurface Solon Road (CR-31) from Maple Street to the municipal limits of the Village (the "improvement") and desires to cause said improvement to occur; and

WHEREAS, the estimated cost for the improvement is \$1,500,000.00; and

WHEREAS, the County has agreed to pay for the estimated cost of the improvement; and

WHEREAS, the Village is required to arrange for the preparation of construction plans and specifications, including necessary engineering reports for the improvement within the corporate limits of the Village; and

WHEREAS, the Village desires to cooperate with Cuyahoga County in completing the improvement; and

WHEREAS, such cooperation includes the Village making application to the County for approval to use County Motor Vehicle License Tax Funds for the improvement; and

WHEREAS, this Council desires to authorize the Mayor to execute an agreement with Cuyahoga County for the improvement; and

WHEREAS, this Council also desires to authorize the Village Engineer to prepare the construction plans and specifications required for such improvement.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE
OF CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:**

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into an agreement with Cuyahoga County, Ohio, for the resurfacing of Solon Road (CR-31) from Maple Street to the municipal corporation limits of the Village. A copy of the agreement is appended hereto and incorporated herein by reference, provided that such agreement may be amended as determined necessary by the Director of Law to protect the interests of the Village of Chagrin Falls. The Mayor may execute such further documentation and perform such additional actions as may be necessary to accomplish the purposes of the agreement, including making application to Cuyahoga County for approval to use the County Motor Vehicle License Tax Funds for the improvement.

SECTION 2. That the Village shall not be responsible for any other costs and obligations associated with the improvement other than those set forth in the agreement authorized by Section 1 hereof, unless such costs and obligations are authorized by this Council.

SECTION 3. That the Village Engineer be and is hereby authorized and directed to prepare the construction plans and specifications required for the resurfacing of Solon Road (CR-31) from Maple Street to the municipal corporation limits of the Village.

SECTION 4. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

SECTION 5. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

SECTION 6. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of this Village and for the further reason that this Ordinance must be immediately effective so that the Village may execute the agreement authorized herein in a timely manner and provide for the expeditious resurfacing of Solon Road and highway safety; wherefore, provided it receives the requisite number of affirmative votes of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

PASSED: July 23, 2012



Council President


Submitted to the Mayor for
his approval on this
24 day of July, 2012

Approved by the Mayor
July 24, 2012



Mayor

I hereby certify that Ordinance No. 2012- 30 was duly enacted on the 23 day of July, 2012, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.



Clerk of Council

AGREEMENT

**Between the County of Cuyahoga, Ohio, and the Village of Chagrin Falls
for the resurfacing of Solon Road (CR-31)
from Maple Street to Solon Corp. Line**

This agreement made and entered into this 23 day of July, 2012,
by and between the County of Cuyahoga, Ohio (the "COUNTY"), and the Village of
Chagrin Falls (the "MUNICIPALITY") by its Mayor, having been duly authorized to
enter into said agreement by Ordinance No. 2012-30, adopted by Council of the
Village of Chagrin Falls on the 23 day of July, 2012.

WITNESSETH:

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

The resurfacing of Solon Road (CR-31) from Maple Street to Solon Corp.
Line.

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

A. CONSENT

1. That it is declared to be in the public interest that the consent of said
MUNICIPALITY be and such consent is hereby given to the COUNTY to
construct the above described improvement in accordance with plans,
specifications and estimates approved by the COUNTY.

B. COOPERATION

1. That the MUNICIPALITY will cooperate with the COUNTY in the resurfacing
of Solon Road (CR-31) from Maple Street to Solon Corp. Line.
2. That the MUNICIPALITY will arrange for the preparation of construction plans
and specifications, including necessary engineering reports for the improvement
within the Corporate Limits of the MUNICIPALITY, under current Cuyahoga
County standards for construction of County roads and bridges.
3. That the COUNTY will arrange for the supervision and administration of the
construction project.

C. FUNDING

That the MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the improvement within the Corporate Limits of the MUNICIPALITY by an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY portion of the project.

D. MAINTENANCE

That upon completion of said improvement, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

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

E. TRAFFIC

That upon completion of said improvement said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the improvement in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and
2. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
3. That stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be

erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a "Four-way Stop" as provided in the aforesaid Manual are met; and

4. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
5. The MUNICIPALITY shall regulate parking in the following manner:
Prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

F. RIGHT-OF-WAY

1. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the aforesaid improvement shall be made available therefore.
2. That in the event any additional right-of-way is required, the MUNICIPALITY will arrange for the acquisition.

G. UTILITIES

1. That the MUNICIPALITY will make arrangements with and obtain agreements from all privately owned public utility companies whose lines or structures will be affected by the said improvement, and said companies have agreed to make any and all necessary arrangements in such a manner as to be clear of any construction called for by the plans of said improvement, and said companies have agreed to make such necessary arrangements immediately after notification by said MUNICIPALITY.
2. That the COUNTY will participate in the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8204 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.
3. That it is hereby agreed that the MUNICIPALITY shall, at its own expense, make all arrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8204 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real

Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the said improvement.

4. That the construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the improvement, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

H. MISCELLANEOUS

1. That if the COUNTY is formally requested by a MUNICIPAL RESOLUTION to include the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the improvement), sidewalks, alternate bid items, or other items in the improvement that are in addition to those now existing and not provided for elsewhere in this Agreement, the COUNTY will do so, provided that this construction meets with the approval of the COUNTY and the MUNICIPALITY involved in this improvement; and that the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering, and construction supervision.
2. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, F-2, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certifications or obligations made or agreed to in said Sections F-1, F-2, G-1, G-3, and G-4 hereinabove.
3. For the purpose of this Agreement, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. By entering into this Agreement I agree on behalf of the Village of Chagrin Falls to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of the COUNTY.

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

Village of Chagrin Falls

By: Thomas Brick
Mayor

County of Cuyahoga, Ohio

By: _____
Edward FitzGerald, County Executive

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CERTIFICATE OF COPY

State of Ohio)
County of Cuyahoga) SS.
Village of Chagrin Falls)

I, DAVID B. BLOOM, as Clerk of the Village of Chagrin Falls, Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the legislative Authority of the said municipality on the 23 day of July, 2012 that the publication of such Ordinance has been made and 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.

2012-30, Page 3650.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 17 day of August, 2012.

David B. Bloom

Clerk
Village of Chagrin Falls,

Ohio
DAVID B. BLOOM
Notary Public - State of Ohio
My Commission Expires July 14, 2014

MUNICIPAL SEAL

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