

THE CITY COUNCIL OF NORTH ROYALTON, OHIO

ORDINANCE NO. 14-46

INTRODUCED BY: Mayor Stefanik, Antoskiewicz, Muller,
Kasaris, Marnecheck, Langshaw

AN EMERGENCY ORDINANCE ENACTED BY THE CITY OF NORTH ROYALTON, CUYAHOGA COUNTY, OHIO HEREINAFTER REFERRED TO AS THE MUNICIPALITY, IN THE MATTER OF THE HEREINAFTER DESCRIBED IMPROVEMENT AND REQUESTS THE COOPERATION OF THE COUNTY OF CUYAHOGA, OHIO, HEREINAFTER REFERRED TO AS THE COUNTY

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 Bennett Road from Edgerton Road to just south of Bridgewater Drive

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO:

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 participate in the cost of construction of the above described improvement.

B. COOPERATION

1. That the MUNICIPALITY will cooperate with the COUNTY in the resurfacing of Bennett Road from Edgerton Road to just south of Bridgewater Drive.
2. That the MUNICIPALITY will arrange for the preparation of construction plans and specifications, including necessary engineering reports for the improvement, 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

1. That the MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the improvement by an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY portion of the project.
2. That if funds administered by the Ohio Public Works Commission are used for this project, the amount of such funds will be deducted from designated project costs prior to the application of the participatory percentages specified in this Agreement.
3. That the COUNTY shall contribute eighty percent (80%) of the cost of construction which is determined to be eligible by the Cuyahoga County Engineer's policies. Any terms appearing elsewhere in this Agreement which vary from those set forth in this paragraph shall take precedence.
4. Within the corporate limits of the MUNICIPALITY, the MUNICIPALITY shall contribute twenty percent (20%) of the cost of construction and construction supervision. Any terms appearing elsewhere in this Agreement which vary from those set forth in this paragraph shall take precedence.
5. That the MUNICIPALITY agrees to deposit with the Treasurer of Cuyahoga County the MUNICIPALITY'S share of the estimated cost of the project or agrees to enter into an escrow agreement with the Board of County Commissioners prior to an award of a contract for the improvements.

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 rearrangements 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 rearrangements 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 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 Ordinance, 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 Ordinance, 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 enacting this Ordinance, the MUNICIPALITY agrees to conduct this transaction by electronic means and agrees 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 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.

I. AUTHORITY TO SIGN

1. That the Mayor of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to enter into agreements with the COUNTY necessary to complete the planning and construction of this improvement.
2. That the Mayor of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to make application to the COUNTY for approval to use County Motor Vehicle License Tax Funds for the improvement.

J. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

K. This Ordinance is hereby declared to be an emergency measure by reason of the need for expediting highway improvements to promote highway safety, an provided it receives the affirmative vote of two-thirds of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

/s/ Larry Antoskiewicz
PRESIDENT OF COUNCIL

APPROVED: /s/ Robert A. Stefanik
MAYOR

DATE PASSED: March 18, 2014

DATE APPROVED: March 19, 2014

ATTEST: /s/ Laura J. Haller
DIRECTOR OF LEGISLATIVE SERVICES

First reading suspended
Second reading suspended
Third reading March 18, 2014

YEAS: Antoskiewicz, Nickell, Petrusky, Langshaw,
Marnecheck, Muller, Kasaris

NAYS: none

CERTIFICATE OF COPY

State of Ohio)
County of Cuyahoga) SS.
City of North Royalton)

I, Laura J. Haller, as Director of Legislative Services of the City of North Royalton, 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 _____ day of _____, 2014, 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. 14-46 Page xxxxxxxxxxxxxxxxxxxxxx

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this _____ day of _____, 2014.

Laura J. Haller
DIRECTOR OF LEGISLATIVE SERVICES
in her capacity as CLERK OF COUNCIL

City of North Royalton, Ohio

MUNICIPAL SEAL

AGREEMENT

Between the County of Cuyahoga, Ohio, and the City of North Royalton for the Resurfacing of Bennett Road from Edgerton Road to just south of Bridgewater Drive

This agreement made and entered into this _____ day of _____, 2014, by and between the County of Cuyahoga, Ohio (the "COUNTY") and the City of North Royalton (the "MUNICIPALITY ") by its Mayor, having been duly authorized to enter into said agreement by Ordinance No. 14-46, adopted by Council of the City of North Royalton on the _____ day of _____, 2014.

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 Bennett Road from Edgerton Road to just south of Bridgewater Drive.

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

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 participate in the cost of construction of the above described improvement.

B. COOPERATION

1. That the MUNICIPALITY will cooperate with the COUNTY in the resurfacing of Bennett Road from Edgerton Road to just south of Bridgewater Drive.
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3. That the COUNTY shall contribute eighty percent (80%) of the cost of construction which is determined to be eligible by the Cuyahoga County Engineer's policies. Any terms appearing elsewhere in this Agreement which vary from those set forth in this paragraph shall take precedence.
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1. Maintain the improvement in accordance with the provisions of the statutes relating thereto and make ample financial provision s 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.).

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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- I, 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 City of North Royalton 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 on the day and year mentioned above.

City of North Royalton

Mayor

County of Cuyahoga, Ohio

By: _____
Edward FitzGerald, County Executive