

**ORDINANCE 2020-30  
INTRODUCED BY: EVANS**

**4262**

**AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO A MASTER  
COOPERATION AGREEMENT FOR PREVENTATIVE  
MAINTENANCE SERVICES WITH CUYAHOGA COUNTY,  
DECLARING AN EMERGENCY.**

WHEREAS, the Village of Chagrin Falls and Cuyahoga County (“County”) previously entered into a Preventative Maintenance Service Agreement for County roads located in the Village and such Agreement has expired;

WHEREAS, the County has requested the Village to enter into a new Master Cooperation Agreement for Preventative Maintenance Services and has offered to pay the Village the sum of Twenty-Four Thousand Three Hundred Dollars (\$24,300.00) for certain work to be performed on Chagrin Blvd., East Summit and Falls Road (“County Project”);

WHEREAS, the Village Council deems it appropriate to enter into the Master Cooperation Agreement for Preventative Maintenance Services (“Agreement”) which is attached hereto and made a part hereof as **Exhibit “1”**.

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

Section 1. The Mayor be and is hereby authorized to enter into the Agreement with the County in accordance with the Agreement attached hereto and made a part hereof as **Exhibit “1”** in order to obtain reimbursement for providing preventive maintenance to County roads located within the Village all as set forth in the Agreement.

Section 2. 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 3. 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.

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Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the Village and for the further reason that it is necessary to have this Ordinance immediately effective so that the preventive maintenance can be timely performed as required by the Agreement and in order to receive reimbursement from the County; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force after the earliest period allowed by law.

PASSED: July 13, 2020

*Erinn W Grube*

Erinn Grube, Council President

Submitted to the Mayor for  
his approval on this

15<sup>th</sup> day of July, 2020

Approved by the Mayor

07/16/2020, 2020

*William A Tomko*

Mayor William Tomko

I hereby certify that **Ordinance No. 2020-30** was duly enacted on the 13th day of July, 2020, 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.

*David B. Bloom*

David Bloom, Clerk of Council

**MASTER COOPERATION AGREEMENT  
FOR  
PREVENTIVE MAINTENANCE SERVICES**

This Master Agreement (the “Agreement”) made and entered into this \_\_\_\_\_, 2020 (the Effective Date”) and between 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 date hereof, on behalf of the Department of Public Works ( the “County”) and the following State Ohio municipalities (hereinafter referenced individually as “Municipality” and collectively as “Municipalities”) identified as follows:

1. City of Bay Village
2. City of Beachwood
3. City of Bedford
4. City of Bedford Heights
5. Village of Bentleyville
6. City of Berea
7. Village of Bratenahl
8. City of Brecksville
9. City of Broadview Heights
10. City of Brooklyn
11. Village of Brooklyn Heights
12. Village of Chagrin Falls
13. City of Cleveland
14. City of Cleveland Heights
15. Village of Cuyahoga Heights
16. City of East Cleveland
17. City of Garfield Heights
18. Village of Gates Mills
19. Village of Glenwillow
20. City of Highland Heights
21. Village of Highland Hills
22. Village of Hunting Valley
23. City of Independence
24. City of Lakewood
25. City of Lyndhurst
26. City of Maple Heights
27. City of Mayfield Heights
28. Mayfield Village

29. City of Middleburg Heights
30. Village of Moreland Hills
31. Village of Newburgh Heights
32. City of North Olmsted
33. Village of North Randall
34. Village of Oakwood
35. City of Olmsted Falls
36. Orange Village
37. City of Parma
38. City of Pepper Pike
39. City of Richmond Heights
40. City of Rocky River
41. City of Shaker Heights
42. City of South Euclid
43. City of Strongsville
44. City of University Heights
45. Village of Valley View
46. Village of Walton Hills
47. City of Warrensville Heights
48. Village of Woodmere

**RECITALS:**

A. Pursuant to Section 806.02 of Cuyahoga County Code, the County selected the Municipalities to participate in the Cuyahoga Countywide Preventive Maintenance Program; and

B. Pursuant to an award letter dated February 24, 2020 and May 7, 2020, the Municipalities will be reimbursed by the County for performing the following preventive maintenance activities on County roadways located in such Municipalities: pavement resurfacing, base repairs, curb replacement/repairs, curb ramp repairs, rebuilding of utility catch basins/manholes, pavement striping, crack sealing, pavement joint repair, and other similar maintenance activities approved by the County (the “Preventive Maintenance”); and

C. The County recognizes the need to protect its financial investment in the County’s roadway infrastructure and desires to reimburse the Municipalities for Preventive Maintenance services according to the terms and conditions herein; and

D. The Municipalities have recognized that such Preventive Maintenance services are in the public interest and desire to cooperate with the County in the provision of such services.

In consideration of the mutual agreements, promises, representations and warranties made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated herein as if fully rewritten herein.
2. The County will reimburse each Municipality for actual costs of materials used by the Municipalities in performing Preventive Maintenance on County roadways in an amount not to exceed the amount described in Exhibit A, attached to this Agreement and incorporated as fully rewritten herein. Unless otherwise approved by the County, County will not reimburse Municipalities for the cost of labor used in performing such Preventive Maintenance.
3. The County has indicated the approved Preventive Maintenance for each Municipality in the award letters dated February 24, 2020 and May 7, 2020, attached to this Agreement as Exhibit B and incorporated as fully rewritten herein. The County, through the Director of Public Works, reserves the right to make modifications to the projects listed in Exhibit B, provided that such modifications do not exceed to total reimbursable amount awarded for each Municipality.
4. The Municipalities shall perform the Preventive Maintenance during the 2020 construction year but no later than December 31, 2020. The obligation of the County to pay eligible costs for Preventive Maintenance pursuant to the terms and conditions of this Agreement shall expire on September 30, 2021. Upon the expiration of the aforesaid date, the County shall not be obligated to reimburse the Municipalities for any Preventive Maintenance services.
5. In the event a Municipality breaches any term of this Agreement, the County reserves the right to supply written notice of an intent to terminate the Agreement. The Municipality shall have thirty (30) calendar days to cure the breach from the date of its receipt of the notice of breach. If the Municipality fails to cure the breach within thirty (30) calendar days the Agreement shall immediately and automatically terminate for cause. The County shall pay the Municipality for the actual costs incurred by the Municipality for performing eligible Preventive Maintenance services prior to the date of termination.
6. Upon completion of the Preventive Maintenance, the Municipalities will continue to maintain all the County roadways in accordance with the statutes relating thereto and agree 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. The County will not be responsible for further maintenance of the roadway improvements.
7. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, and all of which shall together constitute one and the same document, and shall be binding on the signatories; and the signature of any party to any

counterpart shall be deemed a signature to, and may be appended to, any other counterpart. This Agreement may be executed and delivered by facsimile or electronically in Microsoft Word or PDF format.

8. By entering into this Agreement, each Municipality agrees on 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. Municipality 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.

**COUNTY OF CUYAHOGA, OHIO**

By: \_\_\_\_\_  
Armond Budish, County Executive,  
by Matt Carroll  
(pursuant to Executive Order No. EO2018-0001  
dated February 26, 2018)

**VILLAGE OF CHAGRIN FALLS, OHIO**

By: William A Tomko  
William Tomko, Mayor

**EXHIBIT A**

1. City of Bay Village	\$48,282.00
2. City of Beachwood	\$76,000.00
3. City of Bedford	\$29,000.00
4. City of Bedford Heights	\$41,126.00
5. Village of Bentleyville	\$65,600.00
6. City of Berea	\$15,000.00
7. Village of Bratenahl	\$36,660.00
8. City of Brecksville	\$90,000.00
9. City of Broadview Heights	\$12,000.00
10. City of Brooklyn	\$56,114.28
11. Village of Brooklyn Heights	\$69,500.00
12. Village of Chagrin Falls	\$24,300.00
13. City of Cleveland	\$58,073.00
14. City of Cleveland Heights	\$55,890.00
15. Village of Cuyahoga Heights	\$75,000.00
16. City of East Cleveland	\$25,155.00
17. City of Garfield Heights	\$101,750.00
18. Village of Gates Mills	\$92,000.00
19. Village of Glenwillow	\$113,000.00
20. City of Highland Heights	\$64,520.00
21. Village of Highland Hills	\$68,000.00
22. Village of Hunting Valley	\$39,000.00
23. City of Independence	\$10,780.69
24. City of Lakewood	\$9,000.00
25. City of Lyndhurst	\$50,833.00
26. City of Maple Heights	\$41,000.00
27. City of Mayfield Heights	\$12,375.00
28. Mayfield Village	\$41,150.00
29. City of Middleburg Heights	\$41,023.75
30. Village of Moreland Hills	\$112,753.00
31. Village of Newburgh Heights	\$65,000.00
32. City of North Olmsted	\$27,309.93
33. Village of North Randall	\$200,000.00
34. Village of Oakwood	\$39,250.00
35. City of Olmsted Falls	\$45,000.00
36. Orange Village	\$56,200.00
37. City of Parma	\$17,400.00

38. City of Pepper Pike	\$82,000.00
39. City of Richmond Heights	\$28,500.00
40. City of Rocky River	\$26,505.50
41. City of Shaker Heights	\$26,769.14
42. City of South Euclid	\$19,957.82
43. City of Strongsville	\$200,000.00
44. City of University Heights	\$78,500.00
45. Village of Valley View	\$42,500.00
46. Village of Walton Hills	\$45,000.00
47. City of Warrensville Heights	\$145,501.67
48. Village of Woodmere	\$6,000.00
<b>TOTAL AMOUNT</b>	<b>\$2,726,279.78</b>

**EXHIBIT B**  
**AWARD LETTERS DATED FEBRUARY 24, 2020**  
**AND MAY 7, 2020**



February 24, 2020

The Honorable Mayor Tomko  
Village of Chagrin Falls  
21 West Washington Street  
Chagrin Falls, Ohio 44022

RE: 2020 County Road Preventative Maintenance Reimbursement Program – Selection Results

Dear Mayor Tomko:

Thank you for submitting projects for our 2020 preventative maintenance program. The Department of Public Works has completed the review of all projects submitted. The infrastructure need in Cuyahoga County is extensive and budget constraints only allow the County to fund a limited number of projects each year.

We wish to congratulate you on the following projects being selected for funding:

ROAD NAME	C.R. NO.	PROJECT TERMINI	WORK TYPE(S)	MATERIAL COST
Chagrin Blvd	35	North Main St to Corp Limit	Crack Sealing, Base Repair, Resurfacing, & Striping	\$5,750.00
East Summit	429	North Main St to North St	Catch Basin(s)	\$3,500.00
Falls Rd	40	North Main St to North St	Brick Joint Repair	\$15,050.00

The County will process 2020 material cost reimbursement payments for the above maintenance projects once invoices are submitted, reviewed and approved by the Department of Public Works. All invoices for the 2020 County Road Preventative Maintenance Reimbursement Program shall be submitted no later than **March 26, 2021**. Your total reimbursable cost for the year 2020 may not exceed \$24,300.00.

We plan to continue this program in the future and you are encouraged to resubmit unsuccessful and/or additional projects for further consideration next year. The hope is that by continuing this effort, together, we will improve the condition of our County's roads.

If you have any questions about specific projects or details of the programs, feel free to call June Gauss, Senior Project Manager, Public Works at (216) 348-3888 or by email at [jgauss@cuyahogacounty.us](mailto:jgauss@cuyahogacounty.us)

Sincerely,

Armond Budish  
County Executive

AB/jlg

cc: CCDPW: M. Dever, D. Marquard, N. English, T. Sotak  
Village of Chagrin Falls: Lannon, Brockway, Bloom