

1<sup>st</sup> reading 11-6-2024  
2<sup>nd</sup> reading 11-13-2024  
3<sup>rd</sup> reading 12-4-2024  
Voted On 12-4-2024  
Ayes: 7 Nays: 0  
PASSED X DEFEATED \_\_\_\_\_

10/28/2024

**ORDINANCE NO. 2024-24**

**AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO AN  
AGREEMENT WITH CUYAHOGA COUNTY TO RESURFACE  
MILES ROAD, AND DECLARING AN EMERGENCY.**

WHEREAS, the portion of Miles Road that is in Orange Village (i.e. the north side of the road, only) that is between Brainard Road and Lander needs to be resurfaced (the "Project"); and

WHEREAS, Cuyahoga County has a program by which it pays matching funds for money spent by a local government of roadway on resurfacing projects (the "50/50 Funding Program"); and

WHEREAS, Cuyahoga County has proposed that Orange Village participate in the 50/50 Funding Program for the resurfacing the Project, and will contribute up to \$250,000 for the estimated \$500,000 cost of the Project; and

WHEREAS, this Council desires to approve an agreement with the Cuyahoga County to access funds available through the 50/50 Funding Program.

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

SECTION 1. That the Mayor be, and hereby is, authorized to enter into the "Agreement Between the County of Cuyahoga, Ohio and Orange Village for the Resurfacing of Miles Road," a copy of which is appended to this ordinance.

SECTION 2. That the actions of this Council concerning and relating to the passage of this legislation were adopted 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 held in compliance with all legal requirements of the law.

SECTION 3. That this Ordinance constitutes an emergency measure in that the same provides for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of Orange Village and for the reason that the Ordinance permits Orange Village to access necessary funds for a public improvement project which is scheduled to commence in the next construction season; wherefore, this Ordinance shall be in full force and effect immediately upon its passage by Council and its approval by the Mayor, or as otherwise provided by law.

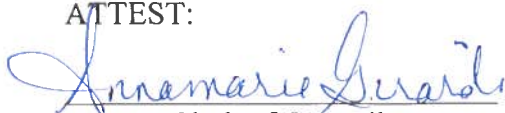
PASSED: DECEMBER 4, 2024

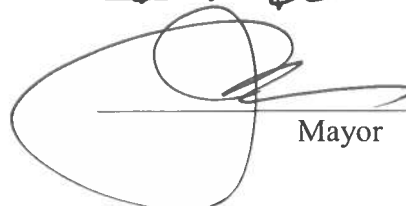
  
\_\_\_\_\_  
Council President

Submitted to the Mayor for approval on this 4<sup>th</sup> day of DECEMBER, 2024

Approved by the Mayor this 6 day of Dec., 2024

ATTEST:

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

  
\_\_\_\_\_  
Mayor

## AGREEMENT

### Between the County of Cuyahoga, Ohio and Orange Village for the Resurfacing of Miles Road

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 Orange Village (the "MUNICIPALITY") by its Mayor, having been duly authorized to enter into this Agreement by Ordinance No. 2024-24 adopted by Council of Orange Village on the 4th day of December, 2024.

#### WITNESSETH:

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

Resurfacing of Miles Road from Brainard Road to Lander Road (north side only)  
in Orange 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. CONSENT**

1. The MUNICIPALITY agrees that it is in the public interest and hereby consents to the COUNTY completing the above described Project in accordance with plans, specifications, and estimates approved by the COUNTY.

**B. 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 B-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.

**C. 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.
4. The anticipated construction cost for this project is \$500,000.00. The MUNICIPALITY shall notify the COUNTY immediately of any significant changes to the scope of work and/or construction cost.

**D. MAINTENANCE**

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

1. The MUNICIPALITY will keep the highway open to traffic at all times.
2. The MUNICIPALITY will maintain the resurfacing in accordance with the provisions of all applicable statutes and will make ample financial provisions for such maintenance.
3. 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.
4. 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.
5. 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.).

**E. 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. Stop signs affecting the movement of traffic on the improved street or highway located within the Project area 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 Manual are met.
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.

**F. 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.

**G. 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.

## **H. 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.

## **I. 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 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 certification or obligations made or agreed to in said Sections F-1, F-2, G-1, G-3, and G-4 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, Orange Village 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.

**Orange Village**

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

**County of Cuyahoga, Ohio**

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

\*\*\*\*\*

**CERTIFICATE OF COPY**

State of Ohio )  
County of Cuyahoga )  
Orange Village )

I, Annamarie Girardi, as Clerk of Orange Village, 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 4th day of December, 2024, 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. 2024-24

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 4<sup>th</sup> day of DECEMBER, 2024.

  
Clerk, Orange Village, Ohio

**MUNICIPAL SEAL**

TO: THE COUNTY OF CUYAHOGA, OHIO

DATE: \_\_\_\_\_

RE: APPLICATION FOR APPROVAL OF PROJECT USING COUNTY MOTOR VEHICLE LICENSE TAX FUNDS

**PART A**

**PROJECT DESCRIPTION**

MUNICIPALITY: Orange Village ROAD: Miles Road

ROAD NUMBER: \_\_\_\_\_ PROJECT LENGTH: \_\_\_\_\_

AVERAGE DAILY TRAFFIC: (Indicate 12 or 24 hour): \_\_\_\_\_

ACCIDENTS DURING PAST YEAR: Prop. Damage: \_\_\_\_\_ Pers. Inj.: \_\_\_\_\_ Fatal: \_\_\_\_\_

EXISTING PAVEMENT WIDTH: \_\_\_\_\_ RIGHT OF WAY WIDTH: \_\_\_\_\_ SPEED LIMIT: \_\_\_\_\_

RAILROAD CROSSINGS AT: \_\_\_\_\_

EXISTING BRIDGES OVER 20 FOOT SPANS: \_\_\_\_\_

Resurfacing of Miles Road from Brainard Road to Lander Road (north side only) in Orange Village

**PART C**

**TRAFFIC CONTROL INVENTORY**

ARE EXISTING SIGNS, MARKINGS AND TRAFFIC SIGNALS IN CONFORMANCE WITH THE OHIO MANUAL OF TRAFFIC CONTROL DEVICES (IF KNOWN)?: \_\_\_\_\_ IF NO, LIST DEFICIENCIES: \_\_\_\_\_

ARE EXISTING SIGNALS INTERCONNECTED?: \_\_\_\_\_

NUMBER OF EXISTING: Full actuated signals: \_\_\_\_\_ Semi-actuated signals: \_\_\_\_\_

NUMBER OF PRETIMED SIGNALS AND AVERAGE SPACING: \_\_\_\_\_

EXISTING PARKING REGULATIONS: \_\_\_\_\_

**PART D**

**FUNDING**

	COST ESTIMATE	LCNS TAX	PROPOSED FINANCING (\$ OR %)			OTHER
			MUNICIPAL	COUNTY	FEDERAL	
PRELIMINARY ENGR.						
RIGHT-OF-WAY						
CONSTRUCTION ENGR.						
ROADWAY & PAVEMENT						
STRUCTURES						
OTHER						
TOTALS						

RECOMMENDED FINANCING: \_\_\_\_\_

**PART E**

**MUNICIPAL ACTION**

PROPOSED BY: \_\_\_\_\_ TITLE: Mayor DATE: \_\_\_\_\_

ACTION BY COUNCIL: \_\_\_\_\_ Ordinance No. \_\_\_\_\_ DATE: \_\_\_\_\_

CERTIFIED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

(Clerk of Council)