

# COUNCIL CHAMBER

City of Berea, Ohio

ORDINANCE No. 2020-28

By Jim Maxwell Sponsored By Mayor Cyril M. Klsem

## AN ORDINANCE

**AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CUYAHOGA COUNTY ON BEHALF OF THE CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS (CCDPW), FOR PARTICIPATION IN THE CUYAHOGA COUNTY PREVENTIVE MAINTENANCE PROGRAM, AND DECLARING AN EMERGENCY.**

**WHEREAS**, in Ordinance No. 2015-66, the City entered into an Agreement with the Cuyahoga County Department of Public Works for preventative maintenance of County roads; and

**WHEREAS**, in order to participate in the 2020 program, Cuyahoga County is requiring that the Council of the City of Berea enact legislation to authorize continued participation; and

**WHEREAS**, continuing participation with the County for preventive maintenance of roadways can save the City of Berea money in the maintenance of some of our roadways.

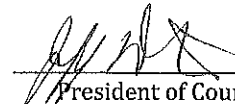
**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Berea, Cuyahoga County, State of Ohio:

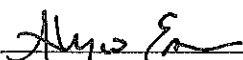
**SECTION 1.** That the Mayor be and is hereby authorized and directed to enter into an agreement contract with Cuyahoga County substantially similar to the "Agreement" marked as Exhibit "A", attached hereto and incorporated herein by reference, and to do all things necessary in furtherance thereof.

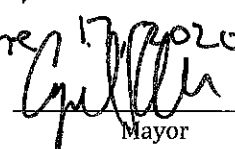
**SECTION 2.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 3.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, or providing for the usual daily operation of a municipal department, and for the further reason that the demolition services of Cuyahoga County's Preventive Maintenance Program to the inhabitants of this City cannot otherwise be assured. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

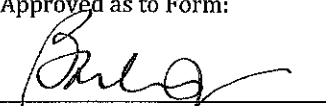
PASSED: June 15, 2020

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

ATTEST:   
\_\_\_\_\_  
Clerk of Council

APPROVED: June 17, 2020  
  
\_\_\_\_\_  
Mayor

Approved as to Form:

  
\_\_\_\_\_  
Director of Law

**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

**CITY OF BEREA, OHIO**

By: \_\_\_\_\_  
Cyril M. Kleem, Mayor



Armond Budish  
Cuyahoga County Executive

February 24, 2020

The Honorable Mayor Kleem  
City of Berea  
11 Berea Commons  
Berea, Ohio 44017

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

Dear Mayor Kleem:

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
Bagley Rd	27	Front St to N. Rocky River Dr	Resurfacing	\$5,000.00
Bagley Rd	27	Across from 323 Bagley Rd (Near East Corp Limit)	Catch Basin(s)	\$500.00
Bagley Rd	27	At 612 Bagley Rd (Near Karl St)	Catch Basin(s)	\$500.00
Barrett Rd	178	No Bottom Rd to North Corp Limit	Crack Sealing	\$3,000.00
Barrett Rd	178	At 662 Barrett Rd (North of Sherry Ln)	Slope Stabilization	\$1,500.00
Front St	94	Bagley Rd to S. Rocky River Dr	Resurfacing	\$2,000.00
Lindberg Rd	276	At Abbyshire Rd	Catch Basin(s)	\$1,000.00
School St	397	Seminary Rd to Front St	Crack Sealing	\$1,500.00

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 \$15,000.00.

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  
City of Berea: Armagno, Anzalone, Morris