

RESOLUTION NO. 34-2012

Offered by All of Council

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH THE COUNTY OF SUMMIT FOR THE WIDENING OF EVERETT ROAD BRIDGE, AND DECLARING AN EMERGENCY

WHEREAS, the Village is requesting financial participation from Summit County in an Ohio Department of Transportation (ODOT) project widening the Everett Road Bridge over Interstate 77 (I-77) ("Project");

WHEREAS, the Everett Road Bridge is owned and maintained by ODOT and the portion of Everett Road south of the road's centerline is a county highway;

WHEREAS, the Village is being charged, by ODOT, for additional Project costs associated with community-requested revisions to the Project, including widening the bridge structure to accommodate safer cycle and pedestrian use ("Local Share Cost");

WHEREAS, the ODOT estimates the Local Share Cost for the requested Project improvements is \$99,092.72, of which the Village agrees to pay \$50,000, Bath Township agrees to pay \$25,000, and Summit County agrees to pay \$24,092.72;

WHEREAS, Summit County and the Village desire to enter into a written agreement to confirm and memorialize Summit County's agreement to contribute to the Local Share Cost and the rights and responsibilities of the parties with respect thereto; and

WHEREAS, this Council has determined by reviewing all pertinent information that authorizing the Mayor and Finance Director to enter into the aforementioned agreement with County of Summit is necessary and in the best interest of the Village.

NOW THEREFORE, BE IT RESOLVED, by the Council of the Village of Richfield, County of Summit , State of Ohio, that:

SECTION 1. The Mayor and Finance Director are hereby authorized to enter into a written agreement with the County of Summit, Ohio, for the County's contribution of \$24,092.72 to the Local Share Cost associated with the ODOT Everett Road Bridge widening project (ODOT Project 3009(11) PID No 76403), in substantially similar form as that attached hereto as "Exhibit A."

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution 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 legal requirements, including section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public health, safety and welfare of the residents of the Village of Richfield, County of Summit, State of Ohio and for the further purpose of allowing the written agreement with Summit County to be immediately signed by the Mayor and Summit County for purposes of commencing the project without delay; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 4/17/12

Mark Wheeler
President of Council

Bobley Beshara
Mayor

Dated: 4-17-12

ATTEST:

Carolyn E. Sullivan
Clerk of Council

**AGREEMENT OF COOPERATION
BETWEEN THE COUNTY OF SUMMIT AND
THE VILLAGE OF RICHFIELD
FOR EVERETT ROAD BRIDGE WIDENING**

This Agreement is made this ____ day of _____, 2012 by and between the County of Summit (the "County"), acting through the County Executive for the County Engineer, hereafter referred to as the "Engineer", and the Village of Richfield, hereafter referred to as the "Village", collectively the "Parties".

WITNESSETH:

WHEREAS, the Village is requesting County financial participation in an Ohio Department of Transportation ("ODOT") project for the widening of the Everett Road Bridge over Interstate 77; and

WHEREAS, the Everett Road Bridge is owned and maintained by ODOT; and

WHEREAS, the portion of Everett Road south of the road centerline is part of County Highway 47; and

WHEREAS, the project is being performed by ODOT (ODOT Project 3009(11) PID No. 76403) (the "Project") and the Village is being billed for additional costs associated with community requested revisions to the Everett Road Bridge which include widening the structure to accommodate safer bicycle and pedestrian use; and

WHEREAS, the ODOT estimate of the increased costs associated with the community requested revisions is \$99,092.72 (the "Local Share"); and

WHEREAS, the Engineer has concluded that there is a public need for the community requested revisions; and

WHEREAS, the Village is participating in the Project by providing \$50,000 toward the Local Share of the Project costs; and

WHEREAS, Bath Township is also participating in the Project by providing \$25,000 toward the Local Share of the Project costs; and

WHEREAS, the Village desires that the County provide funding in the amount of \$24,092.72 towards the Local Share of the Project costs through the Engineer; and

WHEREAS, the Summit County Board of Control has authorized said funding pursuant to directive # _____.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions and terms to be kept and performed hereunder, the Parties agree as follows:

Section 1 – COUNTY RESPONSIBILITIES

The County shall pay directly to ODOT the amount of \$24,092.72 on behalf of the Village. Said payment shall be the County’s contribution to the Local Share of costs related to the Project. In no event shall the County be obligated to pay any additional amounts towards the cost of the Project.

Section 2 – VILLAGE RESPONSIBILITIES

In the event that the Village receives a refund from ODOT with respect to the Local Share of Project costs, the Village will provide a refund to the County in proportion to the County’s contribution to the overall Local Share of the project.

Section 3 – TERM

This agreement becomes effective upon signature by the Parties and shall extend through final completion of the Project.

Section 4 – EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement for cooperation on the Project and supercedes all prior negotiations, representations or agreements, either written or oral. Only a written instrument signed by each Party may amend this Agreement.

IN WITNESS WHEREOF, the Parties hereto have affixed their hands, the County by the signatures of the County Engineer and the County Executive and the Village by the signature of the Mayor.

[Signatures on following page]

THE VILLAGE OF RICHFIELD

By: Bobbie Beshara
Bobbie Beshara, Mayor

4-17-12
Date

By: _____
Sandy Turk, Finance Director

Date

Approved as to Form:

William R. Hanna, Director of Law

THE COUNTY OF SUMMIT

Authorized By:

Russell M. Pry
County of Summit Executive

Date

Deborah Matz, Director of Law

Recommended By:

Approved as Form:

Alan Brubaker, P.E., P.S.
Summit County Engineer

Sherri Bevan Walsh
Prosecutor, County of Summit