

RESOLUTION NO. 28-1991

Offered by Mr. Kozelka

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH SUMMIT COUNTY CONCERNING THE RESURFACING OF EVERETT ROAD AND DECLARING AN EMERGENCY

BE IT RESOLVED by the Council of the Village of Richfield, State of Ohio:

SECTION 1. That the Mayor and Finance Director be, and they hereby are, authorized and directed to enter into an agreement with Summit County concerning the resurfacing of Everett Road, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is immediately necessary to begin the Everett Road resurfacing as promptly as possible to protect the driving public; 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: May 7, 1991

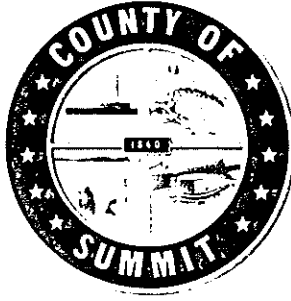
Richard W. Fisher
President of Council

Raymond A. ...
Mayor

Dated 5/8/91

ATTEST:

Peggy Malone
Clerk of Council



PAUL G. SWANSON, P.E., P.S.
County Engineer

RICHARD A. HUNSICKER, P.E., P.S.
Chief Deputy Engineer

April 17, 1991

COSE 91-08523

Mr. Larry Wilson
Service Director
Village of Richfield
4410 West Streetsboro Road
P. O. Box 387
Richfield, Ohio 44286

Re: Everett Road Resurfacing

Dear Mr. Wilson:

As requested, this office has included the improvement of Everett Road from Southern Road to Cleveland-Massillon Road (Brecksville Road) by Item 405 Resurfacing in the County's 1991 highway program. At this time, the Village of Richfield's estimated share in this project is \$28,439.43. Richfield's actual share will be determined by actual bid prices.

Enclosed you will find three original copies of the proposed Agreement of Cooperation between the County of Summit and the Village of Richfield for this improvement.

Please have all three copies of the agreement executed on behalf of Richfield and returned to this office for further handling. A fully executed copy will be returned to you for your files.

If you have any questions, please do not hesitate to contact this office.

MAIN OFFICE
538 E. South Street
Akron, Ohio 44311
379-2850

MAIN HIGHWAY
MAINTENANCE
601 East Crosier Street
Akron, Ohio 44311
379-2860

BATH STATION
3879 Ira Road
Akron, Ohio 44313
666-3547

BOETTLER STATION
1405 Boettler Road
Uniontown, Ohio 44685
896-2682

MACEDONIA STATION
948 Twinsburg Road
Macedonia, Ohio 44056
1-467-1660

AGREEMENT OF COOPERATION

BETWEEN

THE COUNTY OF SUMMIT

AND

THE VILLAGE OF RICHFIELD

FOR

EVERETT ROAD RESURFACING

This AGREEMENT made and entered into this _____ day of _____ 1991 between the County of Summit by its Engineer and Executive, hereinafter referred to as the "COUNTY" and the Village of Richfield by its Finance Director and Mayor hereinafter referred to as the "VILLAGE";

WHEREAS, the public convenience, welfare and safety require that the roads within the County of Summit and the Village of Richfield be resurfaced on a periodic basis;

WHEREAS, the VILLAGE has requested and the County of Summit Engineer has proposed to resurface and improve portions of Everett Road from Southern Road to Cleveland-Massillon Road (Brecksville Road) by Item 405 Resurfacing hereinafter referred to as the PROJECT; and

WHEREAS, portions of Everett Road are located within the Village of Richfield and portions of Everett Road are located within the unincorporated area of the County of Summit; and

WHEREAS, the VILLAGE has requested that the COUNTY include those portions of Everett Road located within the VILLAGE in the COUNTY'S overall improvement to Everett Road and further has agreed to be responsible for all costs associated with the improvement of Everett Road within the VILLAGE; and

WHEREAS, at this time, the total estimated cost of resurfacing Everett Road from Southern Road to Cleveland-Massillon Road including that portion of Everett Road located within the VILLAGE is seventy one thousand sixty two dollars and twenty five cents (\$71,062.25).

WHEREAS, at this time, the VILLAGE'S estimated share of the Everett Road improvement costs for that portion of Everett Road located within the VILLAGE is twenty eight thousand four hundred thirty nine dollars and forty three cents (\$28,439.43).

WHEREAS, the COUNTY and VILLAGE both desire to formalize their understanding with respect to this PROJECT by this AGREEMENT;

NOW, THEREFORE, for and in consideration of their respective covenants contained herein, the parties hereto, for themselves and their respective successors, intending to be legally bound, do hereby covenant and agree with each other as follows:

SECTION I CONSENT

It is declared to be in the best interests of the health, safety and welfare of the public that the consent of the COUNTY and the VILLAGE is hereby given for the PROJECT.

SECTION II COOPERATION

- A. The VILLAGE agrees to cooperate with the COUNTY in the PROJECT and authorizes the COUNTY to act as it's agent and the COUNTY agrees to cooperate with the VILLAGE and to act as the VILLAGE'S agent for the PROJECT.
- B. The COUNTY and VILLAGE further agree that the COUNTY is hereby empowered to enter into any necessary agreements to complete the planning and construction of the PROJECT.

SECTION III COUNTY'S RESPONSIBILITIES

The COUNTY agrees to:

- A. Prepare Bidding Specifications and Contract Documents for the resurfacing of Everett Road from Southern Road to Cleveland-Massillon Road (Brecksville Road) by Item 405.
- B. Award a contract and perform construction inspection for the PROJECT.
- C. Pay to the Contractor on behalf of the COUNTY and VILLAGE, the entire cost and expense of the PROJECT subject to reimbursement by the VILLAGE pursuant to SECTION IV of this AGREEMENT.

SECTION IV VILLAGE'S RESPONSIBILITIES

The VILLAGE agrees to:

- A. Be responsible for and reimburse to the COUNTY, the actual amount of the cost of the resurfacing to Everett Road contained within the VILLAGE based on actual bid prices hereinafter referred to as VILLAGE'S SHARE.
- B. Make payment to the COUNTY for the VILLAGE'S SHARE within thirty (30) days after receipt of an invoice from the COUNTY.

SECTION V MAINTENANCE RESPONSIBILITIES

Unless otherwise modified by separate agreement, the COUNTY shall be responsible for the future maintenance of Everett Road located in the unincorporated area of the COUNTY and the VILLAGE shall be responsible for the future maintenance of that portion of Everett Road located within the VILLAGE.

SECTION VI EXTENT OF AGREEMENT

This AGREEMENT represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by all parties.

IN WITNESS WHEREOF, the parties hereto have duly executed this AGREEMENT in triplicate as of the day and year first written above.

WITNESS:

VILLAGE OF RICHFIELD

LIBBY PETERS
FINANCE DIRECTOR

RALPH R. WASZAK, SR.
MAYOR

Approved Subject To Execution:

VILLAGE LAW DIRECTOR

WITNESS

COUNTY OF SUMMIT

PAUL G. SWANSON, P.E., P.S.
COUNTY ENGINEER

TIM DAVIS
COUNTY EXECUTIVE

Approved Subject To Execution:

SUMMIT COUNTY PROSECUTOR'S OFFICE