

Offered by: Mayor Waszak & Mr. Kostandaras

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO AN ADDENDUM WITH THE COUNTY OF SUMMIT PERTAINING TO MAINTENANCE OF THE WHEATLEY ROAD SPUR

WHEREAS, by Resolution 15-1994, this Council authorized the Mayor and Finance Director to enter into a Maintenance Agreement with the County of Summit pertaining to Wheatley Road; and

WHEREAS, the County of Summit, by its Engineer and Executive, have proposed an Addendum to the Agreement pertaining to a Maintenance Agreement for the Wheatley Road Spur.

NOW, THEREFORE, 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 Addendum to the Maintenance Agreement for the Wheatley Road Spur, a copy of which Addendum is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed: October 18, 1994

David S. Steerbel
President of Council

[Signature]
Mayor

Dated: 10/18/94

ATTEST:
[Signature]
Clerk of Council

Revised 5-6-1994

ADDENDA TO THE
MAINTENANCE AGREEMENT
(WHEATLEY ROAD SPUR)

This AGREEMENT, made and entered into this 21 day of December, 1994 between the County of Summit, by its Engineer and Executive, hereinafter called the COUNTY, and the Village of Richfield by its Mayor and Director of Finance, hereinafter called the VILLAGE, is an addenda to the Maintenance Agreement between the parties previously executed May 4, 1994, only in respect to the newly created spur portion of Wheatley Road located within the Village of Richfield specifically designated as the Wheatley Road Spur from the beginning of Wheatley Road Spur to the end of the cul-de-sac, a distance of approximately five hundred (500) feet.

WHEREAS, the COUNTY and VILLAGE mutually recognize the need for a formal agreement regarding the maintenance of The Wheatley Road Spur, hereinafter called the ROAD;

WHEREAS, it is agreed that GENERAL MAINTENANCE responsibility shall be defined for the spur roads right-of-way;

WHEREAS, it is agreed that a policy and system for the issuance of highway related permits is in the best interest of public health and welfare; and

WHEREAS, the COUNTY and VILLAGE mutually agree that a formal agreement regarding the maintenance of the ROAD by the VILLAGE, constitutes adequate consideration for entering into this AGREEMENT;

NOW, THEREFORE, the parties in exchange for the following terms and agreements each to the other, enter into this formal AGREEMENT:

SECTION I - DEFINITION - GENERAL MAINTENANCE RESPONSIBILITY

INCLUDES, BUT IS NOT LIMITED TO, THE FOLLOWING:

- a. Snow and ice removal;
- b. Application of abrasives;

- c. Pavement maintenance including minor surface treatment and resurfacing;
- d. Vegetation control, including weeds, brush, and trees;
- e. Application of all applicable pavement markings;
- f. Guardrail repair and fence repair;
- g. Erection and repair of all uniform traffic control devices;
- h. Public health and welfare (dirt, obstacles, liquid spills, etc.);
- i. Pavement base repair;
- j. Repair of berms and curbs;
- k. Cleaning of ditches and maintenance/repair of drainage systems, and culverts;
- l. Issuing permits including but not limited to general permits (for overweight and oversize loads), utility permits (to utilities, companies or individuals for the installation of pipes, conduits, sewers, power lines and poles, telephone lines and poles, television cables and poles), road opening and driveway permits.

VILLAGE RESPONSIBILITY:

The VILLAGE shall be responsible to perform GENERAL MAINTENANCE for the five hundred (500) feet of highway within the VILLAGE jurisdiction designated the Wheatley Road Spur from Wheatley Road to the end of the cul-de-sac.

NOTIFICATION:

The VILLAGE shall notify the COUNTY when permits are issued or work is commenced which involves the COUNTY rights-of-way or work on utilities that will disturb ditches, drainage systems, pavement, or berms which is the responsibility of the COUNTY.

INDEMNIFICATION:


The VILLAGE agrees to hold harmless, indemnify, and defend the COUNTY, its Executive, Council, Engineer, Officers, Employees

and Agents against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly arising from or related to the activities undertaken by the VILLAGE on the Wheatley Road Spur pursuant to this Agreement.

IN WITNESS WHEREOF, the parties to this AGREEMENT have set their hands and seals this 21 day of November, 1994.

Attest:

Village of Richfield



Ralph R. Waszak, Sr.
Mayor




Eleanor Lukovics
Director of Finance

Approved as to Form and Correctness:


Charles Riehl
Director of Law

Attest:

COUNTY OF SUMMITT

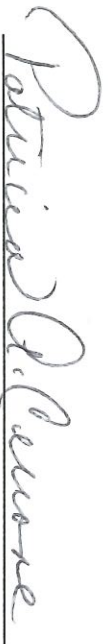



Paul G. Swanson, P.E., P.S.
County of Summit Engineer






Tim Davis
County of Summit Executive



Approved as to Form:


County of Summit Prosecutor