

A RESOLUTION TO AUTHORIZE AND DIRECT THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AN CONTRACT OF GENERAL MAINTENANCE FOR STREETS AND HIGHWAYS WITH THE COUNTY OF SUMMIT AND DECLARING AN EMERGENCY.

WHEREAS, Council finds and determines that the interests of this Village would be served by a joint program of street and highway maintenance between this Village and the County of Summit,

Now Therefore Be It Resolved by the Council of the Village of Richfield, Ohio:

Section 1: The Mayor and Director of Finance are authorized and directed to enter into a contract of joint maintenance with the County of Summit with respect to certain streets and highways within this Village.

Section 2: The form of the contract, now on file in the office of the Director of Public Service, is approved.

Section 3: This Resolution is determined to be an emergency measure necessary for the immediate preservation of the public peace, health, or safety for the reason to provide effective road maintenance and provided this Resolution receives the affirmative vote of two-thirds of the members elected or appointed, it shall take effect and be in force from and after its approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest date provided by law.

Passed:

4/5/88




President of Council



Mayor

Dated: 4-5-88

Attest:



Clerk of Council

AGREEMENT

This Agreement, made and entered into this _____ day of _____, 19____ 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.

WHEREAS, the COUNTY and VILLAGE mutually recognize the need for a formal agreement regarding the maintenance of sections of road wherein mutual responsibilities exist;

WHEREAS, it is agreed that general maintenance responsibility should be defined for the full width of the road right-of-way for each section of roadway maintained; and

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 portions of said road by the other, 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 1 - DEFINITION - GENERAL MAINTENANCE RESPONSIBILITY INCLUDING,

BUT NOT LIMITED TO

- a. Snow and ice removal.
- b. Application of abrasives.
- c. Pavement maintenance including minor surface treatment.
- d. Vegetation control, including weeds, brush and trees.
- e. Application of pavement markings.
- f. Guardrail repair.
- g. Erection and repair of all uniform traffic control devices.
- h. Public health and welfare (dirt, obstacles, liquid spills, etc.).
- i. Minor pavement base repair.
- j. Repair of berms.
- k. Ditches, drainage systems, and culverts.

SECTION II - ISSUANCE OF HIGHWAY PERMITS

A. GENERAL PERMITS

The following types of permits shall be issued by the party having general maintenance responsibility as designated in Sections III and IV.

- (1) Permits for overweight loads.
- (2) Permits for oversize loads.

B. UTILITY PERMITS

Permits issued to utilities, companies or individuals for the installation of pipes, conduits, sewers, power lines and poles, telephone lines and poles, television cables and poles shall be issued as follows:

- (1) When the installation is parallel to the right-of-way, the permit shall be issued by the party in the COUNTY or VILLAGE in which the installation is being made.
- (2) When the installation crosses the right-of-way, the permit shall be issued by the party in the COUNTY or VILLAGE in which the installation terminates.

C. ROAD OPENING AND DRIVEWAY PERMITS

Nothing in this agreement shall deny the COUNTY or the VILLAGE their rights of issuing road opening permits or driveway culvert permits and inspecting the work performed in their respective portions of these sections of roads.

D. NOTIFICATION

Each party shall notify the other party on the issuance of permits and commencement of work that involves:

- (1) Movement of oversize loads and overweight loads that could go from one party's maintenance section to the other party's maintenance section.
- (2) Work on utilities that will disturb ditches, drainage systems, pavement or berms along the other party's maintenance section.

SECTION 111

The COUNTY shall be responsible to perform GENERAL MAINTENANCE within the following rights-of-way:

<u>ROAD NAME</u>	<u>FROM</u>	<u>LIMITS</u>	<u>TO</u>
Everett Road	Village of Richfield West Corporation Line		Revere Road (CH 114)

There shall be no changes in existing Street Marking Patterns on the above roads without prior written agreement of both parties.

SECTION IV

The VILLAGE shall be responsible to perform GENERAL MAINTENANCE within the following rights-of-way:

<u>ROAD NAME</u>	<u>FROM</u>	<u>LIMITS</u>	<u>TO</u>
Revere Road	Everett Road	(CH-147) CR-41	Wheatley Road (FR-174) TR-114

There shall be no changes in existing Street Marking Patterns on the above roads without prior written agreement of both parties.

SECTION V

The REGULAR MAINTENANCE of certain traffic signals/railroad flashers shall be the responsibility of the political subdivision identified below:

<u>SIGNAL LOCATION</u>	<u>TYPE OF SIGNAL</u>	<u>MAINTENANCE RESPONSIBILITY</u>
Cleveland-Massillon and Everett Road	Traffic	COUNTY

- A. REGULAR MAINTENANCE includes but is not limited to the following:
- Cleaning signal lenses
 - Replacement of signal bulbs
 - Adjusting alignment of signal heads
 - Adjusting visibility of signal faces by shielding with visors and/or hoods
 - Inspection of all components and equipment
 - Adjustments to the signal cycles which effect only the timing of existing phases
 - Repair and or replacement of damaged, malfunctioning or deteriorated equipment with the exception of:
 - Installation of new steel strain poles
 - Installation of a new controller
 - Installation of a new signal span wire and other necessary work associated with the installation of the new signal span wire.
- B. No changes involving added or altered phasing shall be made to the signal system without the express written consent of both the COUNTY and the VILLAGE.
- C. Any work specified above under items a, b or c of item 7 is of such magnitude to be beyond the scope of work normally considered REGULAR MAINTENANCE and such work will only be performed upon the following conditions:
- EMERGENCY SITUATIONS
In emergency situations the COUNTY and VILLAGE agree that any work considered to be beyond the scope of REGULAR MAINTENANCE as specified above under items a, b or c of item 7 shall be performed by the COUNTY either by force account or by emergency contract and all costs for labor, equipment and materials or contract expenditures shall be shared equally between the COUNTY and VILLAGE.
 - NON-EMERGENCY SITUATIONS
In non-emergency situations the COUNTY and VILLAGE agree that in the event that it is believed necessary and desirable that any work considered to be beyond the scope of REGULAR MAINTENANCE as specified above under items a, b and c of item 7 should be performed, then such work will be performed upon the following conditions:
 - Upon agreement of the parties hereto of the necessity, the COUNTY or VILLAGE shall, by mutual agreement, proceed to accomplish the required work by the contract method, or
 - Upon agreement of the parties hereto of the necessity, the COUNTY or VILLAGE may perform the work with their forces by force account.
 - All costs associated with this work, by either force account or contract, shall be shared equally between the COUNTY and VILLAGE.

SECTION VI

The COUNTY and VILLAGE further agree that, in the event it is believed necessary and desirable that unusual maintenance, repair, reconstruction or improvement should be performed, which by mutual agreement is of such magnitudes to be beyond the scope of work normally considered GENERAL MAINTENANCE, then such work may be performed by contract or by the political subdivision, upon the following conditions:

- A. Upon agreement of the parties hereto of the necessity, the COUNTY or VILLAGE shall, by mutual agreement, proceed to accomplish the required work by the contract method, or
- B. Upon agreement of the parties hereto of the necessity, the COUNTY or VILLAGE may do the work with their own work-forces and,
- C. The complete cost of the work shall be pro-rated, based on the lineal footage at the time of the improvement and the appropriate amount remitted to the party that issued the contract or did the work.

SECTION VII

The COUNTY agrees to hold harmless, indemnify, and defend the VILLAGE, its mayor, council, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to activities undertaken by the COUNTY on VILLAGE streets pursuant to this agreement.

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 activities undertaken by the VILLAGE on COUNTY roads pursuant to this agreement.

SECTION VIII

This agreement shall be in effect for the period beginning on the date of this agreement and continuing for a period of one year at which time this agreement will automatically terminate. This agreement may be terminated prior to the expiration of one year by either party upon sixty (60) days written notice to the non-terminating party. In the event that the VILLAGE annexes any territory or land adjacent to, abutting or which includes any County Highway, then this agreement shall be revised or amended to address the maintenance responsibility for any County Highways included within, adjacent to or abutting said annexation. This agreement may be revised or amended only by written instrument signed by both parties.

SECTION IX

This agreement is signed for behalf of the Village of Richfield pursuant to authority granted by Ordinance _____.

