

ORDINANCE NO. 2024-51

INTRODUCED BY MAYOR

AN ORDINANCE AMENDING ORDINANCE NO. 2024-32 IN ORDER TO ATTACH AND APPROVE THE CORRECT VERSION OF A CERTAIN AGREEMENT WHICH THE MAYOR WAS AUTHORIZED TO EXECUTE WITH THE VILLAGE OF GLENWILLOW FOR PURPOSES OF UNDERTAKING JOINT IMPROVEMENTS TO RICHMOND ROAD AND DECLARING AN EMERGENCY

WHEREAS, the Village Oakwood and the Village of Glenwillow wish to enter into a Joint Improvement Agreement pursuant to R.C. Sec. 715.02 for improvements to be made to the Richmond Road in the vicinity of Hawthorne Parkway; and,

WHEREAS, on or about June 25, 2024, the Oakwood Village Council passed Ordinance 2024-32 authorizing the Mayor to enter into a Joint Improvement Agreement that was attached to said Ordinance as Exhibit 1; and,

WHEREAS, it was subsequently discovered that the foregoing Exhibit 1 was not the Joint Improvement Agreement contemplated by the said Ordinance but a different Joint Improvement Agreement previously approved by Council for another project;

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio that:

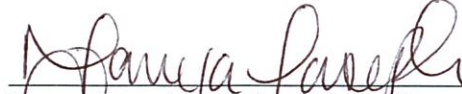
SECTION 1. Ordinance No. 2024-32 be and hereby is amended to substitute Exhibit 1 attached hereto and incorporated herein for the Exhibit 1 previously attached to said Ordinance No. 2024-32 and the Mayor be and is hereby authorized to enter into a Joint Improvement Agreement with the Village of Glenwillow for the improvements to be made to Richmond Road in the vicinity of Hawthorne Parkway as described in the Joint Improvement Agreement attached hereto and incorporated herein as Exhibit 1.

SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the said improvements are critical in nature and need to be undertaken on a timely basis, therefore, provided it receives two-thirds ($\frac{2}{3}$) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: _____

9.10.2024


Erica Nikolic, President of Council


Tanya Joseph, Clerk of Council

Presented to the
Mayor _____

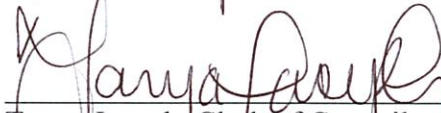
9.11.2024

Approved: _____

9.11.2024



Mayor, Gary V. Gottschalk

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2024 -51 was duly and regularly passed by this Council at the meeting held on the 10th day of September, 2024.


Tanya Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2024 -51 was duly posted on the 12th day of September, 2024, and will remain posted in accordance with the Oakwood Village Charter.


Tanya Joseph, Clerk of Council

DATED: _____

9.12.2024

EXHIBIT "A"

JOINT IMPROVEMENT AGREEMENT BETWEEN THE VILLAGE OF OAKWOOD AND THE VILLAGE OF GLENWILLOW FOR RICHMOND ROAD RAILROAD CROSSING (DOT 475960M) IMPROVEMENT

THIS JOINT IMPROVEMENT AGREEMENT ("Agreement") entered into this _____ day of 2018 between the Village of Oakwood, 24800 Broadway Road, Oakwood, Ohio 44146 (herein after "Oakwood") and the VILLAGE OF GLENWILLOW, 29555 Pettibone Road, Glenwillow, Ohio 44139 (hereinafter "Glenwillow");

I. RECITALS

A. General Background

1. At the border of Oakwood and Glenwillow on Richmond Road is the Richmond Road Railroad Crossing (DOT 475960M) as is shown on the attached Exhibit A.

2. Richmond Road centerline acts as the corporation border between the two municipalities and is shared 50% / 50% by each as shown on Exhibit A.

3. The section of Richmond Road that is shared by Glenwillow and Oakwood (hereinafter "Project") and as shown in Exhibit A needs to be reconstructed with its intersection with the Richmond Road Railroad Crossing (DOT 475960M) to improve the roadway, drainage, riding surface at the crossing and approach pavement to the crossing.

4. Glenwillow will be the lead community on the project and has been planning and engineering the reconstruction of the Richmond Road Railroad Crossing (DOT 475960M). It is anticipated the work will begin in 2018.

B. Municipal Authority

1. Oakwood and Glenwillow, each being authorized by Article XVIII of the Ohio Constitution and Section 715.02 of the Revised Code and their respective Charters, are fully authorized to enter into, execute, and carry out the terms of this Agreement which provides a substantial public benefit in enhancement of the public roadway known as Richmond Road Railroad Crossing (DOT 475960M) and it is a great public benefit to the municipalities of Oakwood and Glenwillow as well as Cuyahoga County and the State of Ohio.

2. Pursuant to Section 715.02 of the Revised Code, the parties to this Agreement wish to provide for the apportionment of engineering and construction of the Project and for any costs thereof.

3. In accordance with Section 715.02 of the Revised Code, Oakwood and Glenwillow have approved this Joint Improvement Agreement by Resolution in compliance with their respective Charters and Ordinances.

4. This Agreement memorializes, ratifies and confirms previous partial agreements and actions by and between the Parties for prior planning and engineering of the Project and this Agreement is intended to be comprehensive in formalizing and memorializing the complete Project.

II. AGREEMENT

In consideration of the foregoing recitals, in consideration of the partial performance of various undertakings as described and the ratification and confirmation of all actions taken in good faith in furtherance of the described Project, and in consideration of the mutual promises, undertakings and covenants hereinafter set forth, and for other good and valuable consideration, Oakwood and Glenwillow hereby agree as set forth below:

A. Cooperation

Oakwood and Glenwillow wish to cooperate fully as set forth in this Agreement in order to provide a needed enhancement for a public roadway shared by both communities and to do so in a timely, efficient and economical manner.

B. Glenwillow's Duties and Responsibilities

1. Glenwillow has engineered the Project to date (engineering to date has been reviewed by Oakwood and is approved). Glenwillow will continue to have engineering responsibilities throughout the duration of the project.

2. Glenwillow shall serve as the contracting authority for the Project. Glenwillow shall be responsible to bid out and contract with the successful bidder in accordance with all laws and shall provide all bidding information and bids to Oakwood, and shall be responsible to pay all of the cost of such construction (Oakwood's contribution is specified below). Glenwillow shall administer the project, including but not limited to: appropriate insurance coverage, prevailing wage requirements, appropriate inspection, and Glenwillow shall also administer all payments to contractors required by the Project, making sure that such Project is completed free of any claims or liens.

3. Glenwillow shall manage all construction of the Project and shall be responsible for acquiring all permits from any federal, state, or county agency. Upon completion of final engineering.

4. Glenwillow shall continue to provide changes in engineering plans to Oakwood for approval and upon completion shall provide "as built" plans to Oakwood.

5. Glenwillow shall provide routine inspection reports to Oakwood as they are received as well as a copy of the final inspection report.

6. Glenwillow, also on behalf of Oakwood, shall enter into a three-party agreement with the Ohio Rail Development Corporation (ORDC) and the Cleveland Commercial Railroad Company for their respective shares and responsibilities of the project as it relates to work within the railroad right of way.

7. Glenwillow has secured funding from the Cuyahoga County Community Development Supplemental Grant (CDSG) Program. Glenwillow and Oakwood to coordinate reimbursement of their respective shares of the project through the CDSG Program.

C. Oakwood's Duties and Responsibilities

1. Oakwood will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon Glenwillow's completion of engineering, funding and bidding.

2. Oakwood shall compensate Glenwillow in a total amount not to exceed 50% of the total project cost (engineering, construction and construction engineering). Glenwillow shall notify Oakwood of Glenwillow's preliminary project costs. Oakwood shall, within 30 days of invoice from Glenwillow, pay to Glenwillow its share of the invoice. After completion of the project and final costs have been certified, Oakwood shall pay Glenwillow less the grants and loans as applicable.

3. Oakwood has secured funding from the Cuyahoga County Community Development Supplemental Grant (CDSG) Program. Glenwillow and Oakwood to coordinate reimbursement of their respective shares of the project through the CDSG Program.

D. Traffic Control

Oakwood and Glenwillow pledge cooperation in traffic control and routing during the period of construction. During the phase of work in which the Richmond Road Railroad Crossing Project (DOT 475960M) is under construction, traffic will be maintained and/or detour as approved by each of the safety forces.

E. Maintenance

Upon completion of the Project, each party shall be responsible for the maintenance of such portion of Richmond Road as is within its municipal boundary.

F. Notice

The parties shall be notified by regular mail or hand delivery s follows:

To Oakwood: Mayor Gary V Gottschalk
Village of Oakwood
24800 Broadway Avenue
Oakwood, Ohio 44146

To Glenwillow: Mayor Mark A. Cegelka
Village of Glenwillow
29555 Pettibone Road
Glenwillow, Ohio 44139

G. Modification

This Agreement shall not be modified without the express written approval of both parties, which approval must be confirmed by a Resolution or Ordinance of each Council.

H. Authorization

This Agreement is authorized by Oakwood Resolution No. 2018-____ - _____, passed _____, 2018 and by Glenwillow Resolution No. 2018-_____, passed _____, 2018

IN WITNESS WHEREOF, we have set our hands as of the date and place above mentioned.

Signed in the presence of:

VILLAGE OF OAKWOOD

By: _____
Mayor Gary V Gottschalk

By: _____

VILLAGE OF GLENWILLOW

By: _____
Mayor Mark A. Cegelka

By: _____

By: _____

APPROVED AS TO FORM

Director of Law, Village of Oakwood

Director of Law, Village of Glenwillow

EXHIBIT 1

JOINT IMPROVEMENT AGREEMENT BETWEEN THE VILLAGE OF OAKWOOD AND THE VILLAGE OF GLENWILLOW FOR RICHMOND ROAD RECONSTRUCTION AND DRAINAGE IMPROVEMENT

THIS JOINT IMPROVEMENT AGREEMENT ("Agreement") entered into this _____ day of 2024 between the Village of Oakwood, 24800 Broadway Road, Oakwood, Ohio 44146 (herein after "Oakwood") and the VILLAGE OF GLENWILLOW, 29555 Pettibone Road, Glenwillow, Ohio 44139 (hereinafter "Glenwillow");

I. RECITALS

A. General Background

1. At the border of Oakwood and Glenwillow on Richmond Road between Hawthorne Parkway East & West Bound, as is shown on the attached Exhibit A, the Municipalities are planning to perform a reconstruction, drainage and multipurpose trail in conjunction with the Cleveland Metro Parks (CMP).

2. Richmond Road centerline acts as the corporation border between the two municipalities and is shared 50% / 50% by each as shown on Exhibit A.

3. The section of Richmond Road that is shared by Glenwillow and Oakwood (hereinafter "Project") and as shown in Exhibit A needs to be reconstructed to improve the roadway, drainage, riding surface while at the same time coordinate with the CMP to install a multi-purpose trail, striping and appurtenances to promote the safe passage of pedestrians, bicycles and other non-motorized mode(s) of transportation from Hawthorne Parkway-South to Hawthorne Parkway-North.

4. Glenwillow will be the lead community on the Project and will coordinate the plan preparation, bidding and construction administration for this improvement Project on Richmond Road. It is anticipated the work will begin in 2025.

B. Municipal Authority

1. Oakwood and Glenwillow, each being authorized by Article XVIII of the Ohio Constitution and Section 715.02 of the Revised Code and their respective Charters, are fully authorized to enter into, execute, and carry out the terms of this Agreement which provides a substantial public benefit in enhancement of the public roadway known as Richmond Road and it is a great public benefit to the municipalities of Oakwood and Glenwillow as well as Cuyahoga County and the State of Ohio.

2. Pursuant to Section 715.02 of the Revised Code, the parties to this Agreement wish to provide for the apportionment of engineering and construction of the Project and for any costs thereof.

3. In accordance with Section 715.02 of the Revised Code, Oakwood and Glenwillow have approved this Joint Improvement Agreement by Resolution in compliance with their respective Charters and Ordinances.

4. This Agreement memorializes, ratifies and confirms previous partial agreements and actions by and between the Parties for prior planning and engineering of the Project and this Agreement is intended to be comprehensive in formalizing and memorializing the complete Project.

II. AGREEMENT

In consideration of the foregoing recitals, in consideration of the partial performance of various undertakings as described and the ratification and confirmation of all actions taken in good faith in furtherance of the described Project, and in consideration of the mutual promises, undertakings and covenants hereinafter set forth, and for other good and valuable consideration, Oakwood and Glenwillow hereby agree as set forth below:

A. Cooperation

Oakwood and Glenwillow wish to cooperate fully as set forth in this Agreement in order to provide a needed enhancement for a public roadway shared by both communities and to do so in a timely, efficient and economical manner.

B. Glenwillow's Duties and Responsibilities

1. Glenwillow will perform all engineering for the Project. Glenwillow will assume all engineering responsibilities throughout the duration of the Project.

2. Glenwillow shall serve as the contracting authority for the Project. Glenwillow shall be responsible for bidding out and the contract with the successful bidder in accordance with all laws of the State of Ohio and shall provide all bidding information and bids to Oakwood. Glenwillow shall administer the Project, including but not limited to: appropriate insurance coverage, prevailing wage requirements, appropriate inspection, etc.

3. Glenwillow shall manage all construction of the Project and shall be responsible for acquiring all permits from any federal, state, or county agency. Upon completion of final engineering.

4. Glenwillow shall provide any changes to the engineering plans to Oakwood for approval and upon completion shall provide "as built" plans to Oakwood.

5. Glenwillow shall provide routine inspection reports to Oakwood as they are received as well as a copy of the final inspection report.

6. Glenwillow, also on behalf of Oakwood, shall enter into an agreement with the CMP for their respective shares and responsibilities of the Project as it relates to the work related to the proposed multipurpose trail and appurtenances within the limits of the proposed improvement. Oakwood expressly authorizes Glenwillow to enter into any agreement necessary to complete the Project.

7. Glenwillow shall also administer all payments to contractors, professional service and other fees required by the Project, making sure that such Project is completed free of any claims or liens.

8. Glenwillow – with the support and authorization from Oakwood – has applied to and will act as the lead agency for the Ohio Public Works Commission Infrastructure funds for financial assistance for grant and loan portions of the Project. The cost will be split between the two communities evenly as proportional to the total Project cost.

C. Oakwood's Duties and Responsibilities

1. Oakwood will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon Glenwillow's completion of engineering, funding and bidding.

2. Oakwood shall compensate Glenwillow the total amount less OPWC grants for Oakwood's portion as listed below:

a. Design Engineering, Survey and Construction Administration: The preliminary estimated cost of engineering, survey and construction administration is \$62,000. The cost shall be split 50/50 between Oakwood and Glenwillow for the design of the roadway reconstruction and drainage improvements.

b. Construction Cost: Oakwood shall pay all construction costs for work incurred within the corporate jurisdiction of Oakwood. The preliminary estimated cost of construction is \$520,000. Oakwood's share of the construction cost would be \$134,000 less the grant amount provided by OPWC.

3. After completion of the Project and final costs have been certified, Oakwood shall pay Glenwillow, less the grant proceeds as applicable, for the amounts shown above in Section C Part 2 for the Project costs that occur within Oakwood in the following manner:

a. Twenty (20) equal annual payments starting January 1st of the year after the Project closes. The Parties shall confirm this amount and payment schedule through an Addendum when figures are known.

D. Traffic Control

Oakwood and Glenwillow pledge cooperation in traffic control and routing during the period of construction. During the phase of work in which the Richmond Road Reconstruction and Drainage Improvement is under construction, traffic will be maintained and/or detour as approved by each of the safety forces.

E. Maintenance

Upon completion of the Project, each party shall be responsible for the maintenance of such portion of Richmond Road as is within its municipal boundary.

F. Notice

The parties shall be notified by regular mail or hand delivery as follows:

To Oakwood: Mayor Gary V Gottschalk
City Engineer
Director of Law
Village of Oakwood
24800 Broadway Avenue
Oakwood, Ohio 44146

To Glenwillow: Mayor Mark A. Cegelka
Village Engineer
Director of Law
Village of Glenwillow
29555 Pettibone Road
Glenwillow, Ohio 44139

G. Modification

This Agreement shall not be modified without the express written approval of both parties, which approval must be confirmed by a Resolution or Ordinance of each Council.

H. Authorization

This Agreement is conditioned upon the express approval of the Glenwillow and Oakwood Councils through legislation. This Agreement is authorized by Oakwood Resolution No. 2024-51 - _____, passed Sept. 10th, 2024 and by Glenwillow Resolution No. 2024-_____, passed _____, 2024.

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed as of the date written above.

Signed in the presence of:

VILLAGE OF OAKWOOD

By: _____
Mayor Gary V Gottschalk

VILLAGE OF GLENWILLOW

By: _____
Mayor Mark A. Cegelka

APPROVED AS TO FORM ONLY:

James A. Climer
Director of Law, Village of Oakwood

Mark B. Marong
Director of Law, Village of Glenwillow

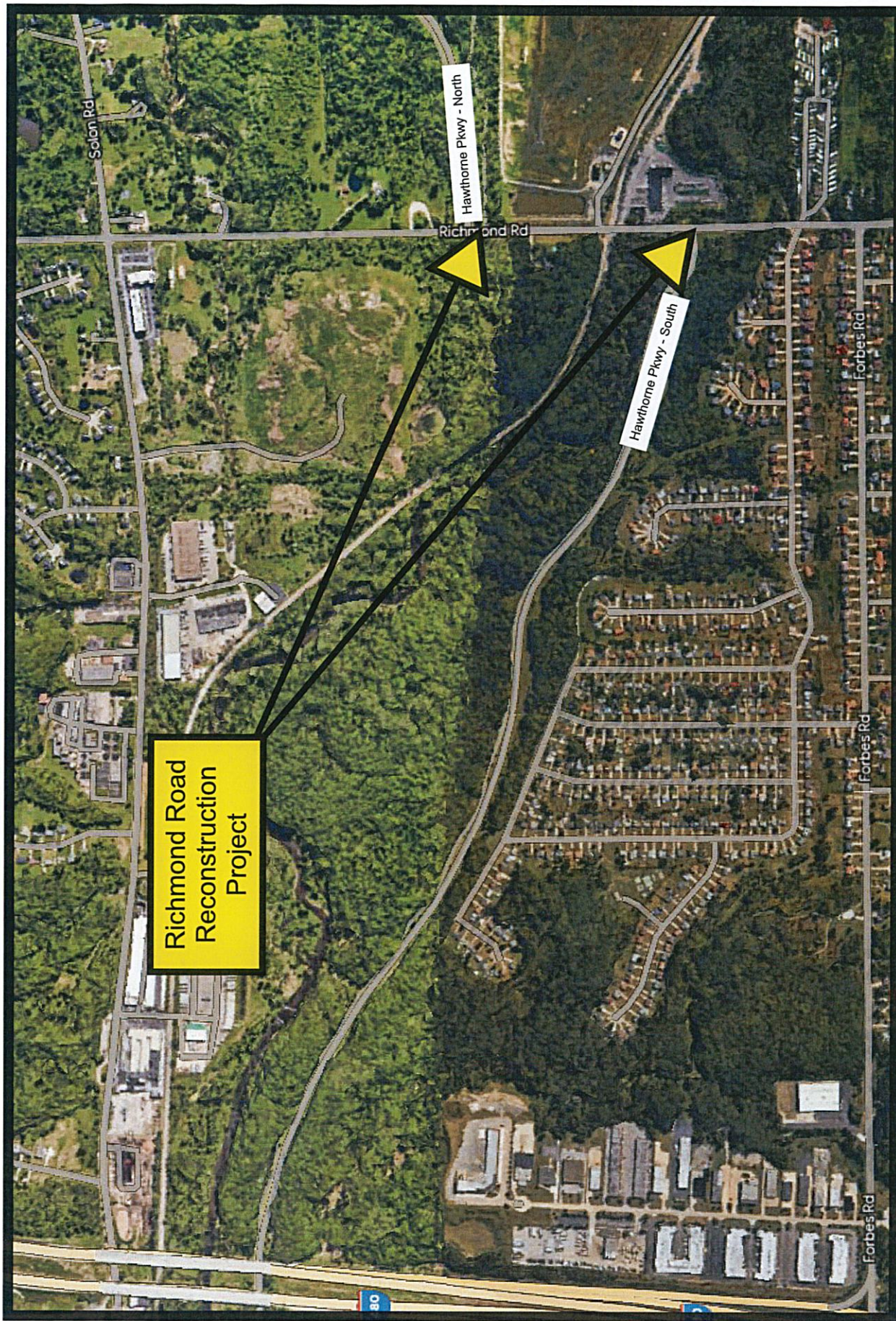


EXHIBIT A