

**COUNCIL OF THE  
VILLAGE OF HIGHLAND HILLS**

**ORDINANCE NO. 2024-66**

For the November 13, 2024  
Council Meeting

Introduced by: Mayor Michael L. Booker  
Supported by:

**AN ORDINANCE TO APPROVE THE PUBLIC IMPROVEMENT OF A PORTION OF HARVARD ROAD WITHIN THE MUNICIPAL BOUNDARIES OF THE VILLAGE OF HIGHLAND HILLS AS FURTHER DESCRIBED HEREINBELOW, REQUESTING COOPERATION AND PARTIAL FUNDING BY THE COUNTY OF CUYAHOGA, OHIO, GRANTING CONSENT FOR THE PROJECT, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Village of Highland Hills (hereinafter described as the “MUNICIPALITY”) has recognized the need for and proposes the improvement of a portion of a public highway within its municipal boundaries which is described as follows:

Resurfacing of Harvard Road from Warrensville Center Road to Northfield Road (south side only) in the Village of Highland Hills (hereinafter, the "Project").

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF HIGHLAND HILLS, OHIO:**

Section 1: For the foregoing reasons, this Council hereby approves the public improvement project described in the preamble above and authorizes the Mayor to enter an Agreement with the County of Cuyahoga, Ohio to grant consent for the project, to accept partial funding for the project from Cuyahoga County and to authorize the Village Engineer to prepare plans and specifications suitable for the project and to facilitate competitive bidding for the project. The form of agreement with Cuyahoga shall be in substantially the same form as appears as Exhibit A, which is attached hereto and incorporated herein fully by reference but subject to final revisions/adjustments by the Law Director.

Section 2: The Mayor, Finance Director, and Village Engineer are hereby authorized to take any reasonably necessary actions to implement and effectuate this public improvement project.

Section 3: Any Village funds paid pursuant to this Ordinance shall be deducted from the General Fund, and any expenditures required by the Village to effectuate the Agreement have been or will be appropriated for calendar years 2024-2025 and shall be paid from the General Fund, and from any federal, state or county grant funding which may become available for this purpose.

Section 4: It is determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and all deliberations of this Council, and any of its committees, which resulted in formal action were in meetings open to the public, in compliance with all legal requirements.

Section 5: This Ordinance is declared an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the Village, and further to ensure the acceptance of partial funding from Cuyahoga County and to permit immediate action to move forward with this project in lieu of potential weather delays at this late time of the construction year, and provided that this Ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor, provided it receives at least a majority of affirmative votes by members of Council; otherwise, it shall take effect and be in force from the earliest period allowed by law.

Passed in Council this 13th day of November, 2024.

First Reading ✓ Second Reading \_\_\_\_\_ Third Reading \_\_\_\_\_

Vote: Pride ✓ yea \_\_\_ nay \_\_\_ Greene ✓ yea \_\_\_ nay \_\_\_ Mills ✓ yea \_\_\_ nay \_\_\_

McManus ✓ yea \_\_\_ nay \_\_\_ Wright ✓ yea \_\_\_ nay \_\_\_

Cassandra Pride

Cassandra Pride  
President of Council

11/13/24  
Date

Attest: Margaret Sikon  
Margaret Sikon, Clerk of Council

11/13/24  
Date

Filed with the Mayor: ✓

11/15/24  
Date

Approved By: [Signature]  
Michael L. Booker, Mayor

11/15/24  
Date



Cuyahoga County  
Executive Chris Ronayne

Department of Public Works

October 17, 2024

The Honorable Mayor Michael Booker  
Village of Highland Hills  
3700 Northfield Road  
Highland Hills, Ohio 44122

RE: County Road 2025-2026 50/50 Funding Program – Resurfacing of Harvard Road from Warrensville Center Road to Northfield Road (south side only)  
County ID No. 1411

Dear Mayor Booker:

County Council has approved the public convenience and welfare for the above referenced roadway resurfacing project. As per the enclosed agreement, the County shall contribute 50% to the cost of construction up to a maximum of \$75,000. The total estimated construction cost is \$150,000.

Enclosed herein please find:

1. One (1) copy of the Agreement of Cooperation between the County of Cuyahoga, Ohio, and the Village of Highland Hills; and
2. One (1) copy of the Ordinance of Consent; and
3. One (1) copy of the Motor Vehicle License Tax Application MPD 1-72.

Please properly execute and return all documents to this office for further processing. We request that you do not alter the enclosures. **Please note that all processed documents must contain original signatures (signed in ink—no photocopied signatures, please). The Ordinance should bear a municipal seal or certification stamp. Please fill out only Part E on the License Tax Application.**

Our Highway Design Department will be contacting the City in the coming weeks regarding the required design submittal documentation as mentioned in Section B-4 of the agreement.

If you have specific questions regarding the above, please contact June Gauss, Sr. Project Manager at (216) 348-3888 or by email at [jgauss@cuyahogacounty.us](mailto:jgauss@cuyahogacounty.us).

Sincerely,

*Eric Mack*

Eric Mack, Chief Section Engineer - Planning and Programming  
Department of Public Works

EM/jlg

Enclosures – as noted

cc:  
CCDPW: M. Dever, D. Ray, T. Sotak, N. English, C. George, A. Stoll, Project No. 1411  
Village of Highland Hills: Hamilton, Conard, Newton

## **AGREEMENT**

### **Between the County of Cuyahoga, Ohio and the Village of Highland Hills for the Resurfacing of Harvard Road**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the County of Cuyahoga, Ohio, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof, on behalf of the Department of Public Works (the "COUNTY") and the Village of Highland Hills (the "MUNICIPALITY") by its Mayor, having been duly authorized to enter into this Agreement by Ordinance No. \_\_\_\_\_ adopted by Council of the Village of Highland Hills on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

### **WITNESSETH:**

**WHEREAS**, the MUNICIPALITY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

Resurfacing of Harvard Road from Warrensville Center Road to Northfield Road  
(south side only) in the Village of Highland Hills (the "Project").

**NOW THEREFORE**, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is mutually agreed between the parties hereto as follows:

#### **A. CONSENT**

1. The MUNICIPALITY agrees that it is in the public interest and hereby consents to the COUNTY completing the above described Project in accordance with plans, specifications, and estimates approved by the COUNTY.

#### **B. COOPERATION**

1. The COUNTY and the MUNICIPALITY will cooperate in the completion of the Project.
2. The MUNICIPALITY will prepare construction plans and specifications, including necessary engineering reports, which shall conform to generally accepted engineering practices and principles.
3. The MUNICIPALITY will arrange for the supervision and administration of the construction contract.
4. The COUNTY will review the construction plans, estimate, specifications and bid proposal for conformance with section B-2 of this Agreement. The MUNICIPALITY shall not advertise the construction contract until the COUNTY has approved these documents. The COUNTY will inspect the completed Project to ensure the MUNICIPALITY's compliance with the terms of this agreement.

5. The MUNICIPALITY shall provide the COUNTY with a complete set of as-built plans upon the completion of the Project.

**C. FUNDING**

1. The MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the Project by using an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY's portion of the project.
2. The COUNTY shall contribute fifty percent (50%) of the unfunded portion of the actual cost of construction, construction engineering, construction administration, and construction inspection, subject to the COUNTY's determination that the costs are eligible for reimbursement pursuant to the Cuyahoga County Engineer's policies up to a maximum of \$75,000.00.
3. In the event MUNICIPALITY secures additional funding for the Project, the COUNTY's financial contribution will be reduced accordingly. In no event shall the COUNTY's financial contribution exceed fifty percent (50%) of the portion of the approved Project costs for which there is no supplemental funding.
4. The anticipated construction cost for this project is \$150,000.00. The MUNICIPALITY shall notify the COUNTY immediately of any significant changes to the scope of work and/or construction cost.

**D. MAINTENANCE**

Upon completion of the Project, the Parties' respective maintenance obligations shall be as follows:

1. The MUNICIPALITY will keep the highway open to traffic at all times.
2. The MUNICIPALITY will maintain the resurfacing in accordance with the provisions of all applicable statutes and will make ample financial provisions for such maintenance.
3. The MUNICIPALITY will maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits.
4. The COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the Project in accordance with the applicable sections of the Ohio Revised Code.
5. The Municipality shall follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

**E. TRAFFIC**

The Parties agree to the following with regard to traffic on the improved roadway or highway upon completion of the Project:

1. The MUNICIPALITY will keep the highway open to traffic at all times.
2. The MUNICIPALITY will place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the Project in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code.
3. The street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
4. Stop signs affecting the movement of traffic on the improved street or highway located within the Project area shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a "Four-way Stop" as provided in the Manual are met.
5. The MUNICIPALITY will not enact any rule or regulation that restricts the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway and shall rescind any existing rule or regulation that so restricts the road usage.
6. The MUNICIPALITY shall prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

**F. RIGHT-OF-WAY**

1. The MUNICIPALITY shall make available for the Project all existing street and public right-of-way within the MUNICIPALITY that is necessary for the Project.
2. The MUNICIPALITY will arrange for the acquisition of any additional right-of-way which may be required for the construction of the Project.

**G. PEDESTRIAN FACILITIES**

1. The MUNICIPALITY shall upgrade all existing ADA deficient curb ramps within the Project area to conform to the most current ADA regulations and standards including 500 feet of new sidewalk and curb ramps at the northeast quadrant near the intersection with Northfield Road.
2. If the MUNICIPALITY wishes not to replace any ADA deficient curb ramps within the Project area, the MUNICIPALITY shall provide acceptable justification to the COUNTY in advance for the COUNTY's approval.

#### **H. UTILITIES**

1. The MUNICIPALITY will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be affected by the Project, and said companies have agreed to make any and all necessary arrangements in such a manner as to be clear of any construction called for by the plans of Project, and said companies have agreed to make such necessary arrangements immediately after notification by said MUNICIPALITY.
2. The COUNTY will participate in the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.
3. The MUNICIPALITY shall, at its own expense, make all rearrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the Project.
4. The construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the Project, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

#### **I. MISCELLANEOUS**

1. If the MUNICIPALITY includes the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the Project), alternate bid items, or other items in the Project that are in addition to those now existing and not provided for elsewhere in this Agreement, the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering and construction supervision.
2. The MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, F-2, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certification or obligations made or agreed to in said Sections F-1, F-2, G-1, G-3, and G-4 hereinabove.
3. For matters relating to this Project, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.

4. The MUNICIPALITY agrees to make all pertinent contractual books and records and other documents pertaining to the Project available to the COUNTY and its designated agents for purpose of audit and examination upon reasonable request.
5. By entering into this agreement, the Village of Highland Hills agrees to conduct this transaction by electronic means by agreeing that all documents requiring COUNTY signatures may be executed by electronic means, and that the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The MUNICIPALITY also agrees to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the Parties hereto have affixed their signatures on the day and year mentioned above.

**Village of Highland Hills**

**By: \_\_\_\_\_**  
**Mayor**

**County of Cuyahoga, Ohio**

**By: \_\_\_\_\_**  
**Chris Ronayne, County Executive**  
**or designee pursuant to Executive Orders**  
**No. EO2023-0003, dated July 6, 2023**



**Village of Highland Hills - Resurfacing of Harvard Road**

**ORDINANCE NO:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

An emergency ordinance enacted by the Village of Highland Hills, Cuyahoga County, Ohio hereinafter referred to as the MUNICIPALITY, in the matter of the hereinafter described improvement and requests the cooperation of the County of Cuyahoga, Ohio, hereinafter referred to as the COUNTY.

**WHEREAS**, the MUNICIPALITY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

Resurfacing of Harvard Road from Warrensville Center Road to Northfield Road (south side only) in the Village of Highland Hills (the "Project").

**NOW THEREFORE**, it be resolved by the Council of Village of Highland Hills as follows:

**A. CONSENT**

1. The MUNICIPALITY agrees that it is in the public interest and hereby consents to the COUNTY completing the above described Project in accordance with plans, specifications, and estimates approved by the COUNTY.

**B. COOPERATION**

1. The MUNICIPALITY will cooperate with the COUNTY in the completion of the Project.

2. The MUNICIPALITY will prepare construction plans and specifications, including necessary engineering reports, which shall conform to generally accepted engineering practices and principles.

3. The MUNICIPALITY will arrange for the supervision and administration of the construction contract.

4. The COUNTY will review the construction plans, estimate, specifications and bid proposal for conformance with section B-2 of this Agreement. The MUNICIPALITY shall not advertise the construction contract until the COUNTY has approved these documents. The COUNTY will inspect the completed Project to ensure the MUNICIPALITY's compliance with the terms of this agreement.

5. The MUNICIPALITY shall provide the COUNTY with a complete set of as-built plans upon the completion of the Project.

### **C. FUNDING**

1. The MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the Project by using an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY's portion of the project.

2. The COUNTY shall contribute fifty percent (50%) of the unfunded portion of the actual cost of construction, construction engineering, construction administration, and construction inspection, subject to the COUNTY's determination that the costs are eligible for reimbursement pursuant to the Cuyahoga County Engineer's policies up to a maximum of \$75,000.00.

3. In the event MUNICIPALITY secures additional funding for the Project, the COUNTY's financial contribution will be reduced accordingly. In no event shall the COUNTY's financial contribution exceed fifty percent (50%) of the portion of the approved Project costs for which there is no supplemental funding.

4. The anticipated construction cost for this project is \$150,000.00. The MUNICIPALITY shall notify the COUNTY immediately of any significant changes to the scope of work and/or construction cost.

### **D. MAINTENANCE**

Upon completion of the Project, the Parties' respective maintenance obligations shall be as follows:

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3. The MUNICIPALITY will maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits.

4. The COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the Project in accordance with the applicable sections of the Ohio Revised Code.

5. The Municipality shall follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

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3. The street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
4. Stop signs affecting the movement of traffic on the improved street or highway located within the Project area shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a "Four-way Stop" as provided in the Manual are met.
5. The MUNICIPALITY will not enact any rule or regulation that restricts the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway and shall rescind any existing rule or regulation that so restricts the road usage.
6. The MUNICIPALITY shall prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

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2. If the MUNICIPALITY wishes not to replace any ADA deficient curb ramps within the Project area, the MUNICIPALITY shall provide acceptable justification to the COUNTY in advance for the COUNTY's approval.

## **H. UTILITIES**

1. The MUNICIPALITY will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be affected by the Project, and said companies have agreed to make any and all necessary arrangements in such a manner as to be clear of any construction called for by the plans of Project, and said companies have agreed to make such necessary arrangements immediately after notification by said MUNICIPALITY.

2. The COUNTY will participate in the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.

3. The MUNICIPALITY shall, at its own expense, make all rearrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the Project.

4. The construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the Project, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

## **I. MISCELLANEOUS**

1. If the MUNICIPALITY includes the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the Project), alternate bid items, or other items in the Project that are in addition to those now existing and not provided for elsewhere in this Agreement, the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction, the cost of preliminary and design engineering and construction supervision.

2. The MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, F-2, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certification or obligations made or agreed to in said Sections F-1, F-2, G-1, G-3, and G-4 hereinabove.

3. For matters relating to this Project, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.

4. The MUNICIPALITY agrees to make all pertinent contractual books and records and other documents pertaining to the Project available to the COUNTY and its designated agents for purpose of audit and examination upon reasonable request.

This Ordinance is hereby declared to be an emergency measure by reason of the need for expediting highway improvement to promote highway safety, and provide it receives the affirmative vote of two-thirds of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed \_\_\_\_\_, 20\_\_\_\_

Attest: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President of Council

\*\*\*\*\*

**CERTIFICATE OF COPY**

State of Ohio )  
County of Cuyahoga )  
Village of Highland Hills )

I, \_\_\_\_\_, as Clerk of the Village of Highland Hills, Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the legislative Authority of the said municipality on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, that the publication of such Ordinance has been made certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in Ordinance Record No. \_\_\_\_\_, Page \_\_\_\_\_.

**IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

\_\_\_\_\_  
**Clerk, Village of Highland Hills, Ohio**

**MUNICIPAL SEAL**