

ORDINANCE NO. 122-2025(MSES), *First Reading*

By Mayor Seren

An Ordinance authorizing the Mayor to execute a Master Cooperation Agreement for Preventative Maintenance Services with the County of Cuyahoga, Ohio, to provide pavement crack sealing and striping or asphalt surface preservation of portions of Coventry Road; and declaring the necessity that this legislation become immediately effective as an emergency measure.

WHEREAS, this Council passed Resolution No. 29-2021 on April 5, 2021, requesting the cooperation of the County in, and authorizing the City Manager to enter an agreement with County of Cuyahoga, Ohio ("County") for the purpose of, resurfacing the portion of Coventry Road from Fairhill Road to Euclid Heights Boulevard, and to apply to the County for approval to use County Motor Vehicle License Tax Funds to fund the improvement;

WHEREAS, the County is proposing to provide pavement preventative maintenance services for the portion of Coventry Road from Fairhill Road to Euclid Heights Boulevard in consideration of the City's consent to 1) the County's use of revenue in the County Motor Vehicle License Tax Fund, 2) the County's release from any obligation to maintain the roadway improvements that may exist, and 3) continue to maintain the roadway in accordance with post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency; and

WHEREAS, the City finds the County's proposal desirable and wishes to enter the Master Cooperation Agreement for Pavement Preventative Maintenance Services attached hereto as Exhibit "A" ("Agreement") for the purposes set forth therein;

BE IT ORDAINED by the Council of the City of Cleveland Heights, Ohio, that:

SECTION 1. This Council finds that entering this Agreement constitutes a legitimate public purpose and hereby consents to the County completing the Project in accordance with plans, specifications, and estimates approved by the County.

SECTION 2. That the Mayor is hereby authorized to execute a contract with the County in a form, and subject to terms and conditions, substantially similar to those of the Agreement, which is hereby incorporated by reference.

SECTION 3. That the Mayor is hereby authorized to make application to the County for approval to use County Motor Vehicle License Tax Funds for the improvement.

SECTION 4. It is found and determined that all formal actions of the Council relating to the adoption of this Ordinance were taken in an open meeting of this Council,

ORDINANCE NO. 122-2025(MSES)

and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

SECTION 5. Notice of the passage of this Ordinance shall be given by publishing the title and abstract of its contents, prepared by the Director of Law, once in one newspaper of general circulation in the City of Cleveland Heights, or by posting the full text of this Ordinance to the City of Cleveland Heights website.

SECTION 6. It is necessary that this Ordinance become immediately effective as an emergency measure necessary for the preservation of the public peace, health, and safety of the inhabitants of the City of Cleveland Heights, such emergency being the need for expediting highway improvement to promote highway safety. Wherefore, provided it receives the affirmative vote of five or more of the members elected or appointed to this Council, this Ordinance shall take effect and be in force immediately upon its passage; otherwise, it shall take effect and be in force from and after the earliest time allowed by law.



TONY CUDÁ
President of Council



ADDIE BALESTER
Clerk of Council

PASSED: June 16, 2025

Presented to Mayor: 06/18/2025 Effective date: 06/27/2025*

KAHLIL SEREN
Mayor

*Effective date per Article IV, Section 5 of the Codified Ordinances of the City of Cleveland Heights

**MASTER COOPERATION AGREEMENT
FOR
PAVEMENT PREVENTATIVE MAINTENANCE SERVICES**

This Master Agreement (the "Agreement") made and entered into this _____ (the Effective Date") and between 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 date hereof, on behalf of the Department of Public Works (the "County") and the following State of Ohio municipalities (hereinafter referenced individually as "Municipality and collectively as "Municipalities") identified as follows:

1. City of Bedford
2. City of Bedford Heights
3. City of Brook Park
4. City of Brooklyn
5. City of Cleveland
6. City of Cleveland Heights
7. Village of Cuyahoga Heights
8. City of East Cleveland
9. City of Highland Heights
10. City of Maple Heights
11. Village of Mayfield
12. City of Middleburg Heights
13. City of North Royalton
14. Village of Oakwood
15. City of Parma
16. City of Shaker Heights
17. City of South Euclid
18. City of Strongsville

RECITALS:

A. The Municipalities and the County have entered into agreements for the construction of certain roadway improvements where the Municipalities agreed to cooperate with the County and the County agreed to participate in the design and construction of such improvements (the "Cooperation Agreements"), further described as follows:

Municipality	Roadway Improvement	Limits
1. Cleveland Heights	Coventry Road	Fairhill Road to Euclid Heights Boulevard
2. Maple Heights	Dunham Road	Southern Corporation Line to Libby Road
3. Bedford	Forbes Road	Fair Oaks Road to Richmond Road
4. Bedford Heights	Forbes Road	Fair Oaks Road to Richmond Road
5. Oakwood Village	Forbes Road	Fair Oaks Road to Richmond Road
6. Cleveland	Grant Avenue	East 49 th Street to East 71 st Street

7. Cuyahoga Heights	Grant Avenue	East 49th Street to East 71st Street
8. Cleveland	Green Road	Euclid Avenue to Southern Corporation Line
9. Cleveland	Ivanhoe Road	Euclid Avenue to East 152nd Street
10. East Cleveland	Ivanhoe Road	Euclid Avenue to East 152nd Street
11. Brooklyn	Ridge Road	Pearl Road to Flowerdale Avenue
12. Cleveland	Ridge Road	Pearl Road to Flowerdale Avenue
13. Parma	Ridge Road	Pearl Road to Flowerdale Avenue
14. Brook Park	Sheldon Road	Engle Road to Smith Road
15. Middleburg Heights	Sheldon Road	Engle Road to Smith Road
16. South Euclid	South Green Road	Mayfield Road to Cedar Road
17. Middleburg Heights	Sprague Road Part 1	Webster Road to West 130th Street
18. North Royalton	Sprague Road Part 1	Webster Road to West 130th Street
19. Parma	Sprague Road Part 1	Webster Road to West 130th Street
20. Strongsville	Sprague Road Part 1	Webster Road to West 130th Street
21. Shaker Heights	Warrensville Center Road	Roadway segments north & south of Bridges 05.92 E&W
22. Parma	West Ridgewood Drive	Ridge Road to State Road
23. Highland Heights	Wilson Mills Road	Lander Road to Alpha Drive
24. Mayfield Village	Wilson Mills Road	Lander Road to Alpha Drive

B. The County recognizes the need to protect its financial investment and desires to provide to Municipalities pavement preventative maintenance services for the roadway improvements referenced in Section A; and

C. The Municipalities have recognized that such pavement preventative maintenance services are in the public interest and desire to supplement the original Cooperation Agreements to cooperate with the County in the provision of such services.

In consideration of the mutual agreements, promises, representations and warranties made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated herein as if fully rewritten herein.
2. The County will provide to Municipalities free of charge pavement crack sealing and striping or asphalt surface preservation for each roadway improvement described in Section A of the Recitals. Pavement crack sealing and striping or asphalt surface preservation are limited to the 2025 construction season and will be provided only one time.
3. Municipalities consent to the provision of pavement crack sealing and striping or asphalt surface preservation and such consent is hereby given to the County for each roadway improvements described in Section A of the Recitals.
4. The County will finance the pavement crack sealing, striping and asphalt surface preservation by an allocation from the County Motor Vehicle License Tax Fund.

5. Upon completion of crack sealing, striping and asphalt surface preservation work performed by the County, the Municipalities will continue to maintain all the roadways listed in Section A of the Recitals in accordance with the statutes relating thereto and agree to 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.). The County will not be responsible for further maintenance of the roadway improvements.

6. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, and all of which shall together constitute one and the same document, and shall be binding on the signatories; and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. This Agreement may be executed and delivered by facsimile or electronically in Microsoft Word or PDF format.

7. By entering into this Agreement, each Municipality agrees on 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. Municipality also agree on behalf of the aforementioned entities and persons 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 the COUNTY.

[signatures on the following pages]

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

COUNTY OF CUYAHOGA, OHIO

By: _____
Chris Ronayne, County Executive,
or designee pursuant to Executive Order
No. EO2023-0003, dated July 6, 2023

CITY OF CLEVELAND HEIGHTS, OHIO

By: _____
Kahlil Seren, Mayor