

A RESOLUTION AUTHORIZING AN AGREEMENT WITH THE BOARD OF STARK COUNTY COMMISSIONERS FOR THE PAVING OF ELTON STREET EAST IN 2017 AND FOR THE FUTURE MAINTENANCE OF ELTON STREET EAST AND WEST WITHIN THE VILLAGE

WHEREAS, there is currently located at Elton Street in Stark County and the Village of Brewster, Ohio, a highway which the parties believe is in need of improvement; and

WHEREAS, Stark County (County) and the Village of Brewster (Village) wish to improve this highway; and

WHEREAS, in as much the project currently lies within the Village and within the County, and the County and the Village will have certain responsibilities toward the project which will need to be agreed upon by them; and

WHEREAS, the Parties wish to resolve their respective liabilities and obligations with respect to the design and construction of this project at said location; and

WHEREAS, it is in the best interest of the County and the Village to cooperate in the improvement of Elton Street; and

WHEREAS, pursuant to ORC Sections 307.15, 5535.08, 5557.02, and 5557.03, the County and the Village have the authority to enter into said Agreement and the Village may pay its portion of the above described improvement to the County; and

WHEREAS, the County and the Village mutually recognize the need for a formal Agreement regarding the maintenance of sections of roads wherein mutual responsibilities exist; and

WHEREAS, it is agreed that general maintenance responsibility should be defined for the full width of 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

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF BREWSTER, THAT:

SECTION ONE: *The Mayor of the Village of Brewster is hereby empowered on behalf of the Village of Brewster to enter into an agreement with the Board of Stark County Commissioners which is shown below:*

AGREEMENT – ELTON STREET

In consideration of the covenants and agreements contained herein, it is mutually agreed by and between the parties as follows:

1. The County shall prepare plans and specifications for reconstruction, resurfacing, and repairs of Elton Street between SR 93 and Browndale Street. The County will advertise, receive bids, and award the project.
2. The County will supervise the construction of the project.
3. The funding for the project shall be borne by the County and the Village with the County and the Village paying fifty percent (50%) of the construction of the cost of the project. The Village will reimburse the County by payment into the County treasury for the Village's share of the construction costs within thirty (30) days of receipt of an invoice from the County.
- 4. The Village's payment of their share of the project shall be contingent on receiving the Village's 2016 allotment of \$ 20,000 in Municipal Road Funds from Stark County, and a minimum of a similar \$ 20,000 allotment in 2017 Municipal Road Funds from Stark County.**
5. Upon completion of the project, maintenance responsibilities for Elton Street shall be as outlined in the following:

SECTION 1: Definition – General Maintenance Responsibility

1. Snow and Ice Removal
2. Application of abrasives
3. Pavement maintenance (i.e. patching) including minor surface treatment, not exceeding one and one-half inches (1.5") thickness
4. Vegetation control, including weeds, brush, and trees

5. Application of pavement markings
6. Guardrail repair
7. Erection and repair of all uniform traffic control devices
8. Public health and welfare (dirt, obstacles, liquid spills, etc.)
9. Minor pavement base repair
10. Repair of berms
11. Ditches, drainage systems, and culverts

SECTION 2: Issuance of Highway Permits

A. General Permits

The following type permits shall be issued by the party having general maintenance responsibility as determined in Sections 3 and 4.

- (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, and 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 party in the County or the Village in which the installation is being made.
- (2) When the installation crosses the right-of-way, the permit shall be issued by party in the County or the Village in which the installation terminates

C. Road Opening and Driveway Permits

Nothing in the 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

SECTION 3:

The County will perform general maintenance within the following right-of-way:

<u>ROAD NAME</u>	<u>LIMITS FROM AND TO</u>
Elton Street	Browndale Street to S.R. 93

The Village will perform general maintenance within the following right-of-way:

<u>ROAD NAME</u>	<u>LIMITS FROM AND TO</u>
Elton Street	S.R. 93 to 13265 Elton Street SW (1/2 mile west of S.R. 93)

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

SECTION 4:

Nothing in this maintenance agreement shall supersede or otherwise alter statutory obligations of each party to maintain or repair, or cause to be maintained or repaired, or to control the portion of roadway situated within their respective territory

SECTION 5:

The County and the Village further agree that, in the event it is believed necessary and desirable that unusual maintenance, repair, reconstruction, or improvement should be performed, which is of such magnitude as 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 the 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 the Village may do the work with their own work forces; and
- C. The complete cost of the work shall be prorated, based on the lineal footage at the time the improvement located within each political jurisdiction and the appropriate amount remitted to the party that issued the contract or performed the work.

SECTION 6:

This agreement shall be in effect for an indefinite period. It may be revised by mutual agreement of the parties and it may be terminated by either party upon sixty (60) days notice to the non-terminating party

SECTION TWO: *This ordinance shall be in full force and effect at the earliest date provided by law.*

Mayor Michael E. Schwab

ATTEST:

Village Clerk Treasurer K. Kris King

CERTIFICATE

I, K. Kris King, hereby certify that the above is a true copy of an ordinance passed at a regular meeting of the Brewster Village Council held on _____

Clerk K. Kris King

I, K. Kris King, Clerk of the Council of the Village of Brewster, State of Ohio, do hereby certify that there is no newspaper printed in said municipality and that publication of the foregoing ordinance was duly made by posting true copies thereof at five of the most public places in said corporation as determined by Council as follows: Office of Brewster Utilities, Belloni's IGA, Brewster Federal Credit Union, Post Office and Brewster Laundromat.

Clerk K. Kris King