

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH GENE ESSER, SUMMIT COUNTY ENGINEER FOR MAINTENANCE OF CERTAIN ROADS

BE IT RESOLVED by the Council of the Village of Richfield Summit County, State of Ohio:

SECTION 1. That the Mayor and the Finance Director be, and they hereby are, authorized and directed to enter into an agreement with Gene Esser, Summit County Engineer, for maintenance of various Village roads, a copy of which agreement is attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2. This Resolution shall take effect and be in force from and after the earliest period allowed by law.

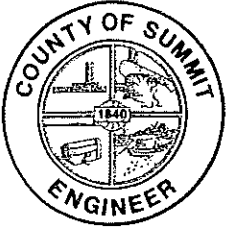
Passed: October 1, 2001

May N. Malore
President of Council

Ronald H. Jensen
Mayor

Dated: 10/1/2002

ATTEST:
Carole Gibson
Clerk of Council



COUNTY OF SUMMIT ENGINEER

GENE ESSER, P.E., P.S.

538 E. South Street ♦ Akron, OH 44311 ♦ (330) 643-2850 ♦ Fax: (330) 762-7829

July 26, 2002

Village of Richfield
4410 Streetsboro Road
P.O. Box 387
Village of Richfield, OH 44286

Attention: Melanie Tibbs, Service Director

Re: Renewal of Maintenance Agreement for Roads

Dear Ms Tibbs:

We recently reviewed the existing Maintenance Agreement between the Village of Richfield and the County of Summit, and find that the Agreement is in need of renewal. The purpose of a Maintenance Agreement is to identify roads for which maintenance responsibilities are divided, as well as roads on which maintenance can be performed more economically by a single workforce. The terms of the Agreement define our respective maintenance roles on such roads.

The enclosed Agreement is provided to accomplish this purpose. The roads affected by the Agreement are identified on pages 5 and 6. These are the same roads for which such services are currently provided. They have been identified by our road maintenance personnel in conjunction with your own. Also enclosed is a copy of the County's most recent price list, Resolution 2002-294, which provides the current costs of County road maintenance services.

We invite your comments and suggestions on the Agreement's terms and conditions. If the terms are acceptable we ask that the Agreement be authorized by local legislation and that four originals be signed and returned.

Should the contents of this letter or its attachments raise any questions or comments, please do not hesitate to contact me.

Yours truly,

Gene Esser, P.E., P.S.
County of Summit Engineer

Michael R. Stith
Engineer/General Counsel

MAINTENANCE AGREEMENT

This AGREEMENT is made and entered into this _____ day of _____, 2002, between the County of Summit (the "County"), by the County Executive on the behalf of the County Engineer, and the Village of Richfield (hereinafter called the "Village"), by its Mayor with the County and the Village jointly referenced herein as the "Parties" and severally by name or as each "Party".

WHEREAS, the Parties recognize the need for a formal agreement regarding the maintenance of sections of roads wherein mutual responsibilities exist; and

WHEREAS, the Parties agree that maintenance responsibilities should be defined for the full width of the road right-of-way for each section of roadway maintained; and

WHEREAS, the Parties agree that a policy and system for the issuance of highway related permits is in the best interest of the public health, safety, and welfare; and

WHEREAS, the Parties agree that maintenance of portions of said roads by the other constitutes adequate consideration for entering into this Agreement;

NOW, THEREFORE, in consideration of the exchange of road maintenance responsibilities between the Parties, as recited hereby, the Parties enter into this Agreement:

I. INTRODUCTION

Roads shall be maintained by the Party obligated by law to maintain them, unless all or a portion of the maintenance responsibility for a particular road is specifically transferred to the other Party by this Agreement. The Parties agree that the public health, safety, and welfare is helped by their cooperation in maintaining certain roads, parts of which lie in the County and parts of which lie in the Village. This Agreement defines the maintenance responsibilities of the County and the Village for the full widths of these certain roads.

II. DEFINITIONS

For purposes of this Agreement, the various maintenance responsibilities are defined as follows:

- A. **General Maintenance** – General Maintenance responsibility includes but is not limited to the following activities, unless certain of these activities are specifically excluded elsewhere in this Agreement.
1. Snow and ice removal;
 2. Application of abrasives;
 3. Pavement maintenance, including minor surface treatment but excluding resurfacing;
 4. Vegetation control, including trimming and/or removal of weeds, brush, and trees;
 5. Application of all applicable pavement markings, but there shall be no changes to the existing street marking patterns without prior written agreement of both Parties;
 6. Guardrail repair;
 7. Erection and repair of all uniform traffic control devices, except that the maintaining Party shall not be responsible for erection of additional regulatory signing or for additional regulatory devices required as a result of the other Party's legislative actions;
 8. Public health and welfare protection (removal of dirt, obstacles, liquid spills, etc.);
 9. Minor pavement base repair;
 10. Berm repair;
 11. Ditch cleaning, including maintenance and minor repair of drainage systems and culverts; and
 12. Maintaining private residential driveway pipes.

B. **Highway Permits** – The responsibility for issuing highway permits and providing notice of certain permit-required work to the other Party shall be as follows:

1. Overweight/oversize load permits – Permits for overweight and/or oversize loads shall be issued by the Party that has General Maintenance responsibility over the affected road.
2. Utility permits – Utility permits include 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, etc. Utility permits shall be issued by the Party that has General Maintenance responsibility over the affected road and right-of-way.
3. Road Opening and Driveway Permits – The County and the Village shall retain their rights of issuing road opening permits and driveway culvert permits, and of inspecting work performed on their respective roads, regardless of whether the other Party has maintenance responsibility for those roads, or parts thereof.
4. Notification – Each Party shall notify the other Party when permits are issued on, or work is commenced for a project that involves either of the following:
 - a. Movement of an oversize load that could go from one Party’s maintenance section to the other Party’s maintenance section, or
 - b. Work on utilities that may disturb ditches, drainage systems, pavement, or berms along the other Party’s maintenance section.

C. **Traffic Signal Maintenance** – Regular Maintenance of traffic signals and warning flashers (collectively, “signal” or “signals”) includes but is not limited to the following:

1. Cleaning signal lenses;

2. Replacing signal bulbs;
3. Adjusting alignment of signal heads;
4. Adjusting visibility of signal faces by shielding with visors and/or hoods;
5. Inspecting all components and equipment;
6. Adjusting the signal cycles that affect only the timing of existing phases; and
7. Repairing and/or replacing damaged, malfunctioning, or deteriorated equipment, with the following exceptions, which are beyond the scope of Regular Maintenance of traffic signals:
 - a. Installation of new steel strain poles and mast arms,
 - b. Installation of a new controller, and
 - c. Installation of a new signal span wire and other necessary work associated with the installation of the new signal span wire.

However, in an emergency situation any of the work listed in section (7) above, shall be performed by the Party having Traffic Signal Maintenance responsibility for the signal pursuant to this Agreement. In such case, the work shall be performed by force account or emergency contract and all costs for labor, equipment, and other related expenditures shall be shared equally by the Parties. In a non-emergency situation, if the Parties deem that any of the work described in section (7) above, is necessary, the Parties shall mutually agree that said work will be accomplished by contract or by a Party's own forces. All costs for labor, equipment, and other related expenditures shall be shared equally by the Parties, regardless of whether the work is performed by contract or by either of the Parties. No changes involving added or altered phasing shall be made to a signal system maintained pursuant to this Agreement without the

express written consent of both the County and the Village.

D. **Unusual Maintenance** – In the event that the County and Village agree that it is necessary and desirable for maintenance, repair, reconstruction, or improvement to be performed on a road that is maintained pursuant to this Agreement, but that such maintenance, repair, reconstruction, or improvement is beyond the scope of work considered “General Maintenance,” as defined in Section A, above, then such work shall be performed upon the following conditions:

1. Upon the Parties’ agreement of necessity, the County or Village may, by mutual agreement, either secure a contract to accomplish the required work or the County or Village may do the work with its own forces; and
2. The complete cost of the work shall be prorated, based on the lineal footage at the time of the improvement, and the appropriate amount remitted to the Party that secured the contract or did the work.

III. **COUNTY RESPONSIBILITIES**

A. **General Maintenance** – The County shall be responsible for performing General Maintenance, as defined herein, within the following rights-of-way:

1. Everett Road (C.H. 47) from the west corporate line of the Village of Richfield to Revere Road (C.H. 114).

B. **General Maintenance Without Snow and Ice Control** – The County shall be responsible for performing General Maintenance, as defined herein, except for snow and ice control, within the following rights-of-way:

1. Wheatley Road (C.H. 174) from Revere Road to the ramp heading north of I-77.

C. **Traffic Signal Maintenance** – The County shall be responsible for performing

Traffic Signal Maintenance, as defined herein, for the following signals:

1. Intersection of Cleveland-Massillon Road (C.H. 17) and Everett Road (C.H. 147).
2. Everett Road – School Signal.
3. Revere Road – School Signal.

IV. VILLAGE RESPONSIBILITIES

A. General Maintenance – The Village shall be responsible for performing General Maintenance, as defined herein, within the following rights-of-way:

1. Revere Road (C.H. 114) from Everett Road (C.H. 147) to Wheatley Road (C.H. 174).

B. Snow and Ice Control – The Village shall be responsible for performing only snow and ice control within the following rights-of-way:

1. Wheatley Road (C.H. 174) from Revere Road to the ramp heading north on I-77.

V. INVOICES AND PAYMENTS

A. The County shall bill the Village in accordance with the most current revised price lists for charging labor, equipment, and material costs to political subdivisions, as approved by resolution of the Summit County Council, such as Resolution 2002-294.

B. The Village shall bill the County for any materials and services at cost.

C. Payments shall be due within sixty (60) calendar days of submission of invoice.

VI. DURATION AND AMENDMENT

This Agreement shall be in effect for the period beginning on the date of execution of this Agreement and continuing for a period of two (2) years, after which time this Agreement will automatically renew itself yearly until either of the Parties notifies the other that it

desires to terminate this Agreement. Notice of such termination shall be provided in writing by the terminating Party to the non-terminating Party at least ninety (90) days prior to the expected date of termination. In the event that the Village takes steps to annex any territory or land adjacent to, abutting, or including any County Highway, then the Village shall provide the County with written notice of same at least ninety (90) days prior to the effective date of said annexation. Upon such notice of annexation and within the 90-day notice period, the Parties shall do one of the following:

- A. Revise or amend this Agreement to address the maintenance responsibilities for County Highways included within, adjacent to, or abutting said annexation;
- B. Terminate this Agreement; or
- C. Acknowledge in writing that, although certain County Highway(s) are included within, adjacent to, or abutting said annexation, the Parties agree that no revision or amendment to this Agreement is necessary.

This Agreement may be revised or amended only by written instrument signed by both parties.

VII. HEADINGS

The headings provided in this Agreement are solely for the convenience of the parties and do not have any effect on its terms.

VIII. REPAIR AND RESTORATION

The County agrees to repair and restore to its prior condition any property or improvement that is damaged as a result of activities undertaken by the County on Village streets pursuant to this Agreement. The Village agrees to repair and restore to its prior condition any property or improvement that is damaged as a result of activities

undertaken by the Village on County roads pursuant to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed,
the day and year first above written:

County of Summit

Village of Richfield

Gene Esser, P.E., P.S.
Engineer

BY: _____

TITLE: _____

James B. McCarthy
Executive

Approved As to Form:

County of Summit Prosecutor

RESOLUTION NO. 2002-294

SPONSOR (Mr. McCarthy)

DATE June 3, 2002

A Resolution authorizing and approving revised price lists for charging labor, equipment and material costs to political subdivisions, for the Summit County Engineer, and declaring an emergency.

WHEREAS, the Summit County Engineer provides certain services to political subdivisions under agreements that provide for reimbursement of the Engineer's costs; and

WHEREAS, the Engineer finds it necessary to revise its price lists for labor, equipment and materials expended in providing such services;

NOW, THEREFORE, BE IT RESOLVED by the Council of the County of Summit, State of Ohio, that:

SECTION 1. The revised price lists attached hereto as Exhibits A, B, and C, and incorporated herein as if fully rewritten, for labor and materials being used by the County Engineer for charging various services provided to political subdivisions who use those services is hereby approved. The new price lists will be in effect from April 1, 2002 through March 31, 2003, unless further revised by this Council.


SECTION 2. This resolution is hereby declared an emergency in order to verify price lists for the Engineer's use in contracting with political subdivisions, in the interest of the health, safety and welfare of the citizens of the County of Summit.

SECTION 3. Provided this resolution receives the affirmative vote of eight members, it shall take effect immediately upon its adoption and approval by the Executive; otherwise, it shall take effect and be in force at the earliest time provided by law.


INTRODUCED May 13, 2002

ADOPTED June 3, 2002


CLERK OF COUNCIL


PRESIDENT OF COUNCIL

APPROVED June 4, 2002


EXECUTIVE

ENACTED EFFECTIVE June 4, 2002

ON VOICE VOTE: YES: Callahan, Congrove, Crossland, Gallagher, Heydom, King, Norris, Smith, Teodosio, Zurz

COUNTY OF SUMMIT ENGINEER GENE ESSER, P.E., P.S. PRICE LIST-LABOR COSTS 2002

EMPLOYEE CLASSIFICATION =====	COST PER HOUR FOR NORMAL DUTY =====	SNOWPLOW RATE \$.50 PLUS HOURLY RATE *CDL REQUIRED =====
ACCOUNT CLERK	18.17	
ADMINISTRATIVE CLERK	18.17	
ALLOTMENT ENGINEER	30.48	
AUTOMOTIVE SERVICE WORKER 1	19.75	20.45
AUTOMOTIVE SERVICE WORKER 2	20.71	21.41
AUTOMOTIVE SERVICE WORKER 2 (T&B)	21.27	21.97
BRIDGE WORKER 2	21.64	22.34
CARPENTER	22.16	22.86
CLERK/TYPIST 1	15.27	
COMPUTER OPERATOR 2 (ADV.FISCAL OPER)	19.94	
COMPUTER OPERATOR/PROGRAMMER	19.42	
CREW LEADER	26.49	
CUSTODIAL WORKER	18.61	27.19
DITCH MAINTENANCE WORKER	21.64	19.31
ENGINEERING TECH 1	16.32	22.34
ENGINEERING TECH 2	19.94	
ENGINEERING TECH 3	21.28	
EQUIPMENT OPERATOR 1	20.27	20.97
EQUIPMENT OPERATOR 2	21.59	22.29
EQUIPMENT OPERATOR 3	21.53	22.23
FOREMAN	31.54	
GENERAL LABORER	14.10	14.80
HEAVY EQUIPMENT OPERATOR	23.04	
INSPECTION (OUTSIDE CONTRACTOR)	42.95	
INSPECTOR 1	16.25	
INSPECTOR 2	19.85	
INSPECTOR 3	22.32	
INVENTORY CONTROL SPECIALIST 2	20.51	
LABORER/HIGHWAY WORKER1/BRIDGE WORKER 1	19.43	20.13
LABORER/HIGHWAY WORKER2	19.75	20.45
MAIL COURIER	15.19	
MAINTENANCE REPAIRER	20.71	21.41
MASON	22.34	23.04
MECHANIC	22.46	23.16
MECHANIC/AUTOMOTIVE BODY REPAIRMAN	22.46	23.16
MESSENGER	18.03	
MESSENGER_MAINT. DEPT	18.03	
PAYROLL CLERK	21.29	
REAR WATER TRUCK OPERATOR	20.54	21.24
RECEPTIONIST 2	18.17	
RECEPTIONIST/SECRETARY	19.08	
SAFETY WORKER	21.64	22.34
SECRETARY 1	16.25	
SECURITY AIDE	18.31	
SIGN MAKER	22.16	22.86
SIGNAL ELECTRICIAN	21.64	22.34
STATION ATTENDANT	18.31	19.01
STORESKEEPER	19.75	20.45
SURVEY COORDINATOR	22.32	
SURVEY RECORD TECH	21.28	
SURVEY TECH 1	16.25	
SURVEY TECH 2	19.85	
SURVEY,CAD,GIS TECH	21.28	
TAR TRUCK SPREADER OPERATOR	20.54	21.24
TRAFFIC MARKER	20.45	21.15
TREE TRIMMER	20.71	21.41
WELDER	22.46	23.16

COUNTY OF SUMMIT ENGINEER

EQUIPMENT RATES *(Include fuel, maintenance, insurance,
but does not include Operator labor)*

<u>TYPE</u>	<u>COST PER HOUR</u>	
Pick-Up Truck	\$	10.00
Wood Chipper	\$	15.00
Hand Stripping Machine	\$	15.00
Air Compressor (Truck Mounted)	\$	25.00
Dump Truck (Single Axle)	\$	25.00
Dump Truck (Tandem Axle)	\$	35.00
Ice Control Truck (Single Axle)	\$	30.00
Ice Control Truck (Tandem Axle)	\$	40.00
Mower	\$	20.00
Tar Distributor	\$	40.00
Roller	\$	30.00
Self-Propelled Paint Striper	\$	35.00
Sewer Jet	\$	35.00
Aerial Bucket Truck	\$	25.00
Welder Truck	\$	35.00
Guardrail Truck	\$	35.00
Bridge Crew Truck	\$	35.00
Grader	\$	45.00
Small Loader-Backhoe	\$	35.00
Tracker Excavator	\$	65.00
Dragline	\$	65.00
Ditching Excavator(Rubber Tire)	\$	55.00
Front End Loader (3 yard+)	\$	45.00
Bulldozer	\$	45.00
Equipment Transporter (Semi + Carry-all)	\$	50.00
Sweeper	\$	40.00

COUNTY OF SUMMIT ENGINEER

MATERIALS

All general maintenance materials stocked by the County Engineer are available at current suppliers' cost. Prices are subject to change without prior notice. If necessary, specific material prices can be quoted upon request.