

CITY OF MIDDLEBURG HEIGHTS, OHIO

Resolution No. 2023- **32**

Introduced By: Mr. Meany
Co-Sponsors: Mr. Ali, Mr. McGregor

**A RESOLUTION
AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH THE CITY OF BROOK PARK FOR THE
SHELDON ROAD WATER MAIN PROJECT**

WHEREAS, the existing 12" water main along Sheldon Road between Engle Road and I-71 provides water service to both the City of Brook Park and the City of Middleburg Heights; and

WHEREAS, the existing 12" water main along Sheldon Road between Engle Road and I-71 is in a state of disrepair and needs to be replaced in advance of the Sheldon Road Resurfacing Project; and

WHEREAS, the cities of Brook Park and Middleburg Heights desire to cooperate in the completion of the Sheldon Road Water Main Replacement Project ("Project") under the terms, conditions and provisions contained in this agreement, a copy of which is attached.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor is hereby authorized to enter into an agreement with the City of Brook Park for the Sheldon Road Water Main Project, a copy of which is attached hereto and marked "Exhibit A".

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: 4/11/23

Dad Bortolotto
President of Council

Attest: M. Meola
Clerk of Council

Approved On: 4-17-23

Presented to Mayor: 4/12/23

Matthew Cash
Mayor

	Yea	Nay
Bortolotto	<u>X</u>	_____
Ali	<u>X</u>	_____
Sage	<u>X</u>	_____
Meany	<u>X</u>	_____
McGregor	<u>X</u>	_____
Ference	<u>X</u>	_____
Grech	<u>X</u>	_____

I, Mary Ann Meola Clerk of the Council of the City of Middleburg Hts., Ohio, hereby certify that Res. 2023-32 adopted by the Council of the City of Middleburg Hts., on 4/11/23 was posted for a period of fifteen days, beginning 4/17/23 and remained so posted for fifteen days at the two posting places as designated by Charter.

M. Meola
Clerk

CERTIFICATE

I, Mary Ann Meola Clerk of Council of the City of Middleburg Heights, Ohio, do hereby certify that the foregoing is a true and accurate copy of Res. 2023-32 passed on the 11th day of April 2023 by said Council.

M. Meola
Clerk of Council

AGREEMENT
Between
THE CITY OF MIDDLEBURG HEIGHTS
And
THE CITY OF BROOK PARK

THIS AGREEMENT is entered into as of this ____ day of _____, 2023, between the City of Middleburg Heights ("Middleburg Heights"), a municipal corporation of the State of Ohio, through its Mayor ("Mayor") and, under the authority of Resolution No. 2023-____, passed by the Council of the City of Middleburg Heights on _____, 2023, and the City of Brook Park ("Brook Park"), a municipal corporation of the State of Ohio through its Mayor ("Mayor") and, under the authority of Ordinance No. _____ - 2023.

RECITALS:

1. The existing 12" Water Main along Sheldon Road between Engle Road and I-71 provides water service to both the City of Brook Park and the City of Middleburg Heights.
2. The existing 12" Water Main along Sheldon Road between Engle Road and I-71 is in a state of disrepair and needs to be replaced in advance of the Sheldon Road Resurfacing Project (PID 11312).
3. Brook Park and Middleburg Heights desire to cooperate in the completion of the Sheldon Road Water Main Replacement Project ("Project") under the terms, conditions and provisions contained in this Agreement.

In consideration of the foregoing, the payments and the mutual promises contained in this Agreement, the parties agree as follows:

ARTICLE I. COST SHARING GENERALLY

- A. Engineering Design Costs
The Brook Park will pay fifty percent (50%) of the local share of the Engineering Design Costs and Middleburg Heights will pay the remaining fifty percent (50%) of those costs.
- B. Construction Costs
The Brook Park shall pay fifty percent (50%) of the local share of the Construction Costs and Middleburg Heights shall pay the remaining fifty percent (50%) of those costs. The final local share costs allocated to each municipality will be less payment of eligible costs from the County of Cuyahoga reimbursement.

Exhibit A

- C. Construction Administration Costs
The Brook Park shall pay fifty percent (50%) of the local share of the Construction Administration Costs and Middleburg Heights shall pay the remaining fifty percent (50%) of those costs.
- D. Discretionary Costs
If either city determines that additional work is required that is unique to either Brook Park or Middleburg Heights, that city shall be responsible for one hundred percent (100%) of the costs of that additional work.

ARTICLE II. SPECIFIC SERVICES

- A. The Brook Park Consulting City Engineer shall provide Engineering Design Services for the Project. Brook Park shall bid and award the construction contract for the Project in accordance with Brook Park's laws for competitive bidding. The Director of Public Service for the City of Middleburg Heights shall approve the construction contract specifications prior to Brook Park advertising the contract. Brook Park shall require the construction contractor to name Middleburg Heights as an additional insured on any insurance required in the construction contract specifications.
- B. The Brook Park Consulting City Engineer shall provide Construction Administration/Inspection Services for the Project based on approved engineering plans provided by Brook Park. Contractor's pay estimates will be processed by the Brook Park Consulting City Engineer and submitted to Brook Park for payment. Project Inspector(s) will be employed by the Brook Park Consulting City Engineer and Inspector Fees shall be considered a Project eligible cost, shared equally between the two Cities.

ARTICLE III. PROJECT COSTS

Estimated Project Costs:

Engineering Design	= \$48,691.76
Construction	= \$773,780.00
Construction Admin./Inspection	= \$30,198.96
Advertising/Testing/Misc.	= <u>\$2,300.00</u>
Estimated Total	= \$854,970.72

Any additional funds allocated to the Project by outside sources/parties for eligible project costs shall be shared equally between Brook Park and Middleburg Heights.

ARTICLE IV. COVENANTS

- A. The City of Brook Park hereby agrees to the terms and conditions as stated in this Agreement of Cooperation as they relate to the City of Brook Park.
- B. The Middleburg Heights hereby agrees to the terms and conditions as stated in this Agreement of Cooperation as they relate to the City of Middleburg Heights.

ARTICLE V. TERM

This Agreement shall, unless extended by the parties or unless sooner canceled or terminated under the provisions of this Agreement expire upon completion of the Project.

ARTICLE VI. PAYMENTS

- A. Brook Park shall pay the Engineering Design Invoices, the Construction Contractor Invoices and the Construction Administration/Inspection Invoices. Middleburg Heights will reimburse Brook Park for Middleburg Heights' share of the Costs. Middleburg Heights will pay Brook Park after Brook Park submits invoices and any documentation requested by Middleburg Heights to show that Brook Park has paid the Consultants and Contractors. Middleburg Heights will pay Brook Park within 45 days of the postmark date of an invoice from Brook Park.

ARTICLE VII. NOTICE AND PAYMENTS

All notices which may be proper or necessary to be served and payments to be made under this Agreement shall be sent by regular mail, postage prepaid, to the following addresses or to such other address as either party may later designate for such purpose. To Middleburg Heights: c/o Director of Public Service, 15700 Bagley Road, Middleburg Heights, Ohio 44130. To Brook Park: c/o Director of Public Service, 19065 Holland Road, Brook Park, Ohio 44142.

The following attached documents are incorporated with and made a part of this Agreement:

1. Middleburg Heights Resolution/Ordinance No. _____
2. Brook Park Ordinance No. _____ - 2023

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date and year first above written.

Signed in the presence of:

(witness)

CITY OF BROOK PARK

By: _____
Edward Orcutt, Mayor

Signed in the presence of:

(witness)

CITY OF MIDDLEBURG HEIGHTS

By: Matthew Castelli
Matthew Castelli, Mayor

The legal form and correctness of the within instrument is approved.

By: [Signature]
Santo Incorvaia
Director of Law, Middleburg Heights

The legal form and correctness of the within instrument is approved.

By: [Signature]
Carol Horvath
Director of Law, Brook Park

F:\Jobs\187\202201 - Sheldon Rd Water Main\Sheldon Road Agreement.docx