

**REGULAR CAUCUS MEETING  
OF THE COUNCIL OF THE CITY OF BROOK PARK, OHIO  
TO BE HELD ON WEDNESDAY, SEPTEMBER 10, 2025  
7:00 P.M.**

- I. ROLL CALL OF MEMBERS:**
- II. PLEDGE OF ALLEGIANCE:**
- III. APPROVAL OF MINUTES OF PRECEDING MEETINGS  
REGULAR CAUCUS MEETING MINUTES HELD ON JUNE 10, 2025.**
- IV. DISCUSSION:**
  1. AN ORDINANCE PROVIDING FOR A CONTRACT BETWEEN THE CUYAHOGA COUNTY GENERAL HEALTH DISTRICT AND THE CITY OF BROOK PARK, OHIO, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt- PER COUNCIL PRESIDENT SALVATORE.
  2. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATION AGREEMENT BY AND BETWEEN CUYAHOGA COUNTY, OHIO, THE NORTHEAST OHIO REGIONAL SEWER DISTRICT, THE CITY OF BROOK PARK AND THE CITY OF MIDDLEBURG HEIGHTS, FOR THE CONSTRUCTION OF THE SHELDON ROAD PROFILE RAISING & BRIDGE REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt - PER COUNCIL PRESIDENT SALVATORE.
  3. TRAFFIC STUDIES AND TRAIN NOISE (COUNCIL TROYER)-PER COUNCIL PRESIDENT SALVATORE.
- V. LEGISLATIVE COMMITTEE- COUNCILMAN SCOTT**
  1. AN ORDINANCE AMENDING AND ENACTING CERTAIN SECTIONS OF CHAPTER 373 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED "BICYCLES AND TRICYCLES" AND DECLARING AN EMERGENCY. Introduced by Councilman Dufour, Scott and Mencini.
- VI. SAFETY COMMITTEE- COUNCILMAN TROYER**
  1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH GOVDEALS.COM, FOR THE PURPOSE OF AUCTIONING MISCELLANEOUS CITY PROPERTY, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.
  2. A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A NEW MEMBER PARTICIPATION AGREEMENT WITH THE CHAGRIN VALLEY DISPATCH COUNCIL, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.

3. AN ORDINANCE AUTHORIZING THE POLICE CHIEF TO TRADE-IN POLICE EQUIPMENT AND/ OR UNCLAIMED OR FORFEITED PROPERTY NO LONGER NEEDED BY BROOK PARK POLICE DEPARTMENT, AND DECLARING AN EMERGENCY. Introduced by Mayor Orcutt.

## **VII. ADJOURNMENT**

**POSTED 9/5/2025**

CITY OF BROOK PARK, OHIO

ORDINANCE NO: \_\_\_\_\_

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE  
PROVIDING FOR A CONTRACT BETWEEN THE  
CUYAHOGA COUNTY GENERAL HEALTH DISTRICT AND  
THE CITY OF BROOK PARK, OHIO,  
AND DECLARING AN EMERGENCY

WHEREAS, the Cuyahoga County General Health District, has offered to provide health services for the City of Brook Park for the years 2026 and 2027. Such services to include all necessary medical, nursing, sanitary, laboratory, and such other health services as is required by the Statutes of the State of Ohio; and

WHEREAS, it is considered to be in the best interest of the City of Brook Park that said contract be entered into and to appropriate the sum of \$166,611.00 for 2026; and \$186,694.00 for 2025 for these services.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized and directed to enter into a two-year contract between the Cuyahoga County General Health District and the City of Brook Park, Ohio, for health services to be provided, and to include all necessary medical, nursing, sanitary, laboratory, and such other services as is required by the Statutes of the State of Ohio. A copy of said contract is attached hereto marked Exhibit "A", and made a part hereof as if fully rewritten herein.

SECTION 2: The Fiscal Officer of the Cuyahoga County is hereby authorized to deduct from Fund No. 100, General Fund said sum of \$166,611.00 in equal semi-annual installments of \$83,305.50 from the regular tax settlement to be made for said City for the year 2026; and the sum of \$186,694.00 in equal semi-annual installments of \$93,347.00 from the regular tax settlement to be made for said City for the year of 2027.

SECTION 3: This contract shall be in full force and effect from January 1, 2026 to December 31, 2027.

SECTION 4: The money needed for the aforesaid transaction shall be paid from funds appropriated from the General Fund No. 100 for said purpose.

SECTION 5: It is found and 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 that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 6: This ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to provide for a contract for the public health services for the years 2026 and 2027; provided that this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

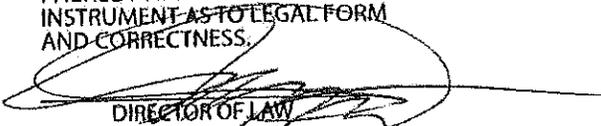
\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
Clerk of Council

APPROVED: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

I HEREBY APPROVE THE WITHIN  
INSTRUMENT AS TO LEGAL FORM  
AND CORRECTNESS.

  
DIRECTOR OF LAW

**PUBLIC HEALTH SERVICES AGREEMENT**  
(City with a General Health District - Authority--Sec. 3709.08 O.R.C.)



This Agreement is entered into on the 1<sup>st</sup> day of January, 2026 ("Effective Date") by and between the Cuyahoga County Board of Health (the "Board"), a separate political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and the City of Brook Park, a political subdivision, with its principal office located at 6161 Engle Road Brook Park, Ohio 44142 (the "City"), for and in consideration of the promises, covenants, and conditions hereinafter set forth.

WHEREAS, Cuyahoga County Board of Health is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01 and is endowed with all of the statutory and other authority granted to it by reason of the Ohio Statutes as amended from time to time by the State Legislature; and

WHEREAS, the City has continued to have a city public health district as required by Ohio law; and

WHEREAS, pursuant to ORC Section 3709.01, each city in the State constitutes a health district and each county is a "general health district," and as provided for in ORC Sections 3709.051, 3709.07, and 3709.10, there may be a union of a general health district and a city health district; and

WHEREAS, ORC Section 3709.08 authorizes cities and villages in Cuyahoga County to enter into an Agreement with the Cuyahoga County General Health District on certain terms and conditions; and

WHEREAS, the District Advisory Council of the Cuyahoga County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 20, 2025 at which by a majority vote of members representing the townships and villages of said county, did vote affirmatively on the question of providing public health services to the cities in Cuyahoga County, and did authorize the Chairman of the District Advisory Council to enter into an Agreement with the Mayor of the City for providing public health services therein; and

WHEREAS, the Board is engaged in the governance of providing public health services as described in this Agreement, has the knowledge, skill, and resources to provide such services, and desires to perform such services for or on behalf of the Board for the City; and

WHEREAS, the City is willing to enter into an Agreement with the Board to provide such services in accordance with the terms and conditions of Ohio law and this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

**1. EFFECTIVE DATE, TERM AND TERMINATION.**

- (a) **Effective Date, Term.** This Agreement shall commence on the Effective Date first stated above and shall continue through **December 31, 2027**, unless earlier terminated pursuant to Section 1(b).
- (b) **Termination.** This Agreement may be terminated upon the occurrence of one of the following events:
  - (i) Failure for any reason of the either party to fulfill its obligations under this Agreement, after written notice is provided by the non-breaching party of such failure providing at least ninety (90) days for the breaching party to correct any such failure, and if such failure is not corrected within said period, the non-breaching party may give written notice of immediate termination;

(ii) Upon nine (9) months written notice, or on or before April 1 of the year prior to termination by either party for any reason.

## 1. THE SERVICES.

- (a) **Scope of Services.** Subject to the terms and conditions contained in this Agreement and its exhibits, the Board will provide to the City and, as applicable, to all persons receiving the direct services provided for herein, the Services that are set forth and described in the Scope of Work (SOW) attached as **Exhibit A**, which Exhibit is incorporated herein.
- (b) Unless otherwise agreed by the Parties in writing, all transactions for Services through Board will be provided in accordance with the provisions of Ohio law and/or this Agreement, including any revisions of the same, as both Parties may from time to time execute to document the addition, revision, or enhancement of Services.
- (c) **Standard of Performance of Services.** The Board will devote such time and will use its best efforts as necessary to perform the Services in a professional manner that: (i) is consistent with the standards of its industry and in a good and workmanlike manner, and (ii) utilizes the care, skill, and diligence normally applied by other similar boards of health in the performance of services similar to the Services.
- (d) The City shall provide suitable space for the Board employees who make regular visits to the City on a daily or weekly basis.

## 2. PAYMENT.

- (a) **Compensation.** Compensation is based on the ten (10) year census population estimate for the City and a per capita rate established by the Board. The per capita rate is the same rate applied to all Villages, Townships in the general health district as well as for all cities that enter into a Public Health Services Agreement with the Board. The most recent ten (10) year census for population in the City dated September 2021, is 18,595 residents. The current per capita rate established by the Board is \$8.96 per capita for calendar year 2026 and \$10.04 per capita for calendar year 2027. The total amount due based on the per capita rate will be One hundred and sixty-six thousand, six hundred and eleven dollars (\$166,611.00) for calendar year 2026 and be One hundred and eighty-six thousand, six hundred and ninety-four dollars (\$186,694.00) for calendar year 2027. The Board reserves the right to change its per capita rate, as considered on an annual basis, based on current economic conditions and public health needs. In the event that the Board votes to make a change in the per capita rate, said change shall be limited to annual rates effective on January 1 for the following calendar year. The Board shall provide notice of the change in the per capita rate for the coming calendar year on or before October 31st of the current calendar year.
- (b) In consideration for the health services described in Exhibit A, which will be provided by the Board to and within the City, the City shall pay to the Board the total annual sum One hundred and sixty-six thousand six hundred and eleven dollars (\$166,611.00) for calendar year 2026 and the total annual sum of One hundred and eighty-six thousand, six hundred and ninety-four dollars (\$186,694.00) for calendar year 2027. The City hereby directs the Fiscal Officer of Cuyahoga County to place to the credit of the Board and the Fiscal Office of Cuyahoga County is hereby authorized and directed to deduct the sum stated above in equal, semi-annual installments of Eighty-three thousand, three hundred and five dollars and fifty cents (\$83,305.50) from the regular property tax settlement to be made for said City for calendar year 2026 and Ninety-three thousand, three hundred and forty-seven dollars (\$93,347.00) from the regular property tax settlement to be made for said City for calendar year 2027.

#### 4. RECORDS.

- (a) The Board shall maintain copies of all records created or received by the Board in the performance of the work under this Agreement as required by Ohio's public records law. Any records created or received as a part of this Agreement shall be made available to the City upon request subject to exceptions listed below.
- (b) Any non-private health information in confidential records or information in the records created by the Board or that come into the possession of the Board under this Agreement shall, if provided to the City, be kept confidential by the City.
- (c) The Board is prohibited by State and Federal law from sharing protected health information and said records will not be shared with the City unless there is compliance with the proper method for release of said information.

#### 5. NO ASSIGNMENT, TRANSFER, OR SUBAGREEMENT.

In performing the services specified under the terms of this Agreement, the Board shall not assign, transfer, or delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement, unless such subcontracting is specified in this Agreement or its Exhibits, or unless prior written consent is provided by the City.

#### 6. INDEPENDENT AGREEMENT.

- (a) The Board hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of the City. The Board shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation for its employees, and the City will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the Board provide personal services to the City are not public employees of the City under Ohio state law.
- (b) No agency, employment, joint venture or partnership has been or will be created between the parties pursuant to the terms and conditions of this Agreement. Inasmuch as the City is interested in the Board's end product, the City does not control the manner in which the Board performs this Agreement.

#### 7. NOTICES.

All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:

**TO THE BOARD:**

Cuyahoga County Board of Health  
Attention: Roderick Harris, Health Commissioner  
5550 Venture Drive  
Parma, Ohio 44130

**TO THE CITY:**

City of Brook Park  
Attention: Mayor Edward Orcutt  
6161 Engle Road  
Brook Park, Ohio 44142

And

City of Brook Park  
Attention: Director of Law  
6161 Engle Road  
Brook Park, Ohio 44142

## **5. EFFECT OF ELECTRONIC SIGNATURE**

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

## **6. APPLICABLE LAW AND VENUE**

Any and all matters of dispute between the Parties to this Agreement whether arising from the Agreement itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Agreement, including without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the Agreement, will be governed by, construed, and enforced in accordance with the Laws of the State of Ohio, without regard to the conflict of laws or the legal theory upon which such matter is asserted.

## **7. SEVERABILITY.**

If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this Agreement.

## **8. AMENDMENT**

This Agreement shall not be modified except by the express written consent by both parties hereto.

## **9. WAIVER.**

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

## **10. FORCE MAJEURE.**

Neither party shall be liable for any delay or failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.

## **11. COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

**5. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the Effective Date as specified in Section 1 of this Agreement.

**FOR THE BOARD:**

\_\_\_\_\_  
Mayor David Smith  
President District Advisory Council  
  
Date: \_\_\_\_\_

Approved as to form.  
Cuyahoga County Board of Health  
Office of General Counsel

By: \_\_\_\_\_  
Date: \_\_\_\_\_

**FOR THE CITY:**

\_\_\_\_\_  
Mayor Edward Orcutt  
  
Date: \_\_\_\_\_

Approved as to form.

By: \_\_\_\_\_  
Director of Law  
Date: 9/4/25

**EXHIBIT A**

**SCOPE OF WORK**

The General Health District of Cuyahoga County, Ohio, hereby agrees to provide health services for the City of Brook Park for the calendar years 2026 and 2027 as set forth below (“Services”).

- The Board shall have full authority to be and act as the public health authority for the City.
- The Services described in the schedule listed below in this Exhibit will be provided by the District Board of Health of Cuyahoga County (“Board”) to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.
- Air pollution enforcement services, as described in Chapter 3704 of the Ohio Revised Code (“ORC”), will be conducted through the designated agent, the Cleveland Division of Air Pollution Control, not by the Board. This authorization is contingent upon renewal of the Agreement between the Ohio EPA and the City of Cleveland and satisfactory performance of the Agreement terms and conditions regarding air pollution control in Cuyahoga County. The Board of Health reserves the right to alter, modify or amend this Agreement provision with notice to the City.
- The following specific services shall be a part of the Services provided under this Agreement:

**List of Functions, Programs and Services**

<b>Animal Control and Shelter:</b>
Rabies Surveillance – Animal bite follow up
<b>Environmental Health - State Programs:</b>
Food Service Operation Licensing/ Inspection/Education
Retail Food Establishment Licensing & Inspection.
School Facilities Inspection
Smoke Free Workplace Enforcement
Public Swimming Pool & Spa Licensing & Inspection
Tattoo & Body Piercing Enforcement
Temporary Park Camp Licensing/Inspection/Enforcement
Clean Indoor Air Regulation - complaint based response
Home Day Care Inspections - USDA Inspections Only/Fee for Service
Nuisance & Vector Control
Residential Housing/Commercial Building Inspection - complaint based response
Solid Waste Enforcement
West Nile Virus Prevention/Mosquito Control
Animal Venue Licensing/Inspection/Enforcement
<b>Emergency Preparedness:</b>
Public Health Emergency Preparedness (PHEP)
Planning and Cities' Readiness Initiative activities
Emergency Management Committee - participation

Development of Local Emergency Response Plan - participation
Community Outreach and Education
Northeast Ohio Regional Public Health Partnership - participation
<b>Epidemiology, Surveillance, Investigation Services:</b>
Reportable Infectious Disease investigation and follow-up (excluding HIV/AIDS; STD; TB)
Disease Outbreak Management
Regional Infection Control Committee – participation
NEO Regional. Epidemiology Response Team -- participation
<b>Health Promotion: (As Appropriate)</b>
<b>Immunization Program:</b>
Childhood and Adult Vaccine Administration Services - Fee for Service. Most insurance accepted, by appointment. Charges may be waived for inability to pay.
Seasonal Influenza vaccine clinics - Fee for Service, most insurance accepted.
Immunize Ohio- participation
<b>Jail Inmate Health Services:</b>
Jail Inspection - provided once annually
<b>Lead Poisoning Prevention:</b>
Pediatric blood lead testing - Fee for Service. Charges may be waived for inability to pay
Case management
Environmental Assessment - Limited fee for service
Community Education and Outreach
Greater Cleveland Healthy Homes Advisory Council
<b>Occupational Health:</b>
Immunizations and Tuberculosis screenings - Fee for Service
Bureau for Children with Medical Handicaps (BCMh) Public Health Nursing Services
<b>Administrative Services:</b>
Administration
Grant Writing & Management
Budget
Records Management
Accounts Payable, Accounts Receivable
Data Entry & Program Management
Reports - Financial & Statistical
Payroll

The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.

**THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME.**

CITY OF BROOK PARK, OHIO

ORDINANCE NO. \_\_\_\_\_

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE

AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATION AGREEMENT BY AND BETWEEN CUYAHOGA COUNTY, OHIO, THE NORTHEAST OHIO REGIONAL SEWER DISTRICT, THE CITY OF BROOK PARK AND THE CITY OF MIDDLEBURG HEIGHTS, FOR THE CONSTRUCTION OF THE SHELDON ROAD PROFILE RAISING & BRIDGE REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY

WHEREAS, Sheldon Road at the Abrams Creek crossing has a history of flooding; and

WHEREAS, Cuyahoga County is responsible for the maintenance and repair of the Sheldon Road bridge, and has agreed to contribute to the costs of construction, inspection and construction management for the bridge; and

WHEREAS, the cities of Brook Park and Middleburg Heights share responsibility for the maintenance of Sheldon Road, as the municipal jurisdictional boundary serves as the centerline of such Road, therefore the cities agree to contribute to a portion of the cost of the construction, inspection and construction management of the Sheldon Road Profile Raising and Bridge Replacement Project; and

WHEREAS, in compliance with the Brook Park Service Agreement and the Middleburg Heights Service Agreement, the Northeast Ohio Regional Sewer District has agreed to contribute a portion of the cost of the construction, inspection and construction management of the Project.

NOW, THEREFORE BE IT ORDAINED by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The mayor is hereby authorized to enter into the agreement for the construction of the Sheldon Road Profile Raising & Bridge Replacement Project, which is attached hereto and incorporated herein as Exhibit "1".

SECTION 2: The money needed to complete the aforesaid project shall be paid from funds to be determined and theretofore appropriated or to be appropriated in the 2026 General Budget

and/or the Brook Park Community Cost-Share Funds (Regional Stormwater Management Program).

SECTION 3: It is found and 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 that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety of said City, and for the further reason that City Council deems it necessary to proceed with the construction of the Sheldon Road Profile Raising & Bridge Replacement Project, therefore, provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately from and after its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

I HEREBY APPROVE THE WITHIN  
INSTRUMENT AS TO LEGAL FORM  
AND CORRECTNESS.

COOPERATION AGREEMENT  
BY AND BETWEEN  
COUNTY OF CUYAHOGA, OHIO,  
NORTHEAST OHIO REGIONAL SEWER DISTRICT,  
CITY OF BROOK PARK  
AND  
CITY OF MIDDLEBURG HEIGHTS  
FOR



THE CONSTRUCTION OF THE SHELDON ROAD PROFILE RAISING & BRIDGE  
REPLACEMENT PROJECT  
(ALSO KNOWN AS "ABRAMS CREEK FLOOD REDUCTION PROJECT")

This Cooperation Agreement ("Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date"), by and between the County of Cuyahoga, 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 the same may have been amended, modified, and supplemented to the effective date hereof (the "County"), acting pursuant to Resolution No. \_\_\_\_\_, adopted by Cuyahoga County Council on \_\_\_\_\_, 202\_\_ (attached as Exhibit "A"), the Northeast Ohio Regional Sewer District ("District"), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of its Board of Trustees Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_ (attached as Exhibit "B"), the City of Brook Park ("Brook Park"), a Charter Municipality of the State of Ohio, acting pursuant to Ordinance No. \_\_\_\_\_, adopted by its City Council on \_\_\_\_\_, 202\_\_ (attached hereto as Exhibit "C"), and the City of Middleburg Heights ("Middleburg Heights"), a Charter Municipality of the State of Ohio, acting pursuant to Ordinance No. \_\_\_\_\_, adopted by its City Council on \_\_\_\_\_, 202\_\_ (attached hereto as Exhibit "D"). The County, the District, Brook Park, and Middleburg Heights are referenced in this Agreement individually as a "Party" and collectively as "Parties." Brook Park and Middleburg Heights are also referenced in this Agreement collectively as "Cities."

RECITALS

WHEREAS, the Parties desire to perform the Sheldon Road Profile Raising & Bridge Replacement Design Project, which includes the expansion of the Sheldon Road Bridge the "Bridge") opening to convey the 100-year storm event and raising the profile and replacement of Sheldon Road to allow for acceptable passable conditions ("the Project"); and

WHEREAS, pursuant to a Project Agreement between the District and Brook Park, Brook Park retained Euthenics, Inc. ("Euthenics") as a consultant to perform the engineering design for the Project, and the District has agreed to reimburse Brook Park for costs incurred for the engineering design of the Project; and

WHEREAS, as the County is responsible for the maintenance and repair of the Bridge, the County agreed to contribute to the cost of the construction, inspection and construction management of the Bridge and to provide construction management services, select the contractor and construct the entire Project, as further described below; and

WHEREAS, the Cities share responsibility for the maintenance of Sheldon Road, as the municipal jurisdictional boundary serves as the centerline of such Road, therefore the Cities agreed to contribute to a portion of the cost of the construction, inspection and construction management of Sheldon Road, as described below; and

WHEREAS, Brook Park and the District entered into a Service Agreement where the District provides maintenance to the Regional Stormwater System within the territorial boundaries of Brook Park (the "Brook Park Service Agreement"); and

WHEREAS, Middleburg Heights and the District entered into a Service Agreement where the District provides maintenance to the Regional Stormwater System within the territorial boundaries of Middleburg Heights; and  
WHEREAS, the Parties desire to enter into this Agreement to define their responsibilities for constructing the Project.

WHEREAS, in compliance with the Brook Park Service Agreement and Middleburg Heights Service Agreement, the District agreed to contribute to a portion of the cost of the construction, inspection and construction management of the Project, as described below.

NOW, THEREFORE, in consideration of the foregoing and the agreements set forth herein for the continued benefit of the Regional Stormwater System, the Parties agree as follows:

## **SECTION 1. OBLIGATIONS OF CUYAHOGA COUNTY**

- 1.1. Performance of the Project. The County agrees to engage the necessary personnel, materials and equipment to supervise and administer the construction of the Project in accordance with the plans included in Exhibit "E," which include the replacement of the Bridge between approach slabs with a precast concrete box beam bridge (the "Bridge Project") and raising the profile and replacing Sheldon Road to improve stream function and mitigate flooding (the "Road Project"). The estimate of probable cost for the construction of the Project, including the construction administration and inspection, is \$7,219,559.00 ("Construction Cost").
  - 1.1.1. Construction, Testing and Construction Inspection by the County. The County shall arrange for the construction, inspection, supervision, and administration of the construction of the Project, subject to contribution from the District and the Cities as provided herein.
  - 1.1.2. Permits. Brook Park conducted title examinations and performed appraisals for the acquisition of all the properties and easements necessary for the construction and

maintenance of the Project and coordinated with all utility companies in finalizing the plans and specifications. Brook Park (through its consultant Euthenics) shall obtain all environmental permits necessary for the construction of the Project.

- 1.1.3. Construction Change Management. If there is a need for a construction change that results in an increase of the Construction Cost, the County will inform the other Parties via email before authorizing the work. The District agrees to review and approve such construction change within a reasonable time.
- 1.1.4. Prevailing Wages. For the labor used for constructing the Project, the County shall pay prevailing wages as set forth in Chapter 4115 of the Ohio Revised Code and shall ensure compliance with any prevailing wage requirements in said Chapter.
- 1.1.5. Copies of Contracts & Insurance. The County shall promptly, upon request of the other Parties to this Agreement, provide an exact copy of the Construction Contract (defined below in Section 4.1) and the certificate of insurance of any contractors performing the Project.
- 1.2. County Funds. The County agrees to contribute an amount not to exceed \$1,500,000 for the construction of the Bridge Project and the construction administration and inspection of the Project (the "County Funds"). The amount of the County Funds may be revised as provided in Section 1.3 below.
- 1.3. OPWC Funding. The County will prepare a grant application for funding from the Ohio Public Works Commission ("OPWC"). If the application is accepted, any funds received from the OPWC for the Project will be applied first to reduce the County's funding obligations under section 1.2. In the event the OPWC award is in excess of the County Funds, the remaining funds will then be applied to reduce the amount of funding due from the District and Cities for both the Road Project and the Bridge Project as described below.
- 1.4. Competitive Bidding Requirements. County agrees to comply with the applicable competitive bidding requirements, including but not limited to the applicable contract provisions included in the Procurement Standards of 2 CFR Part 200, Appendix II to Part 200, and the EPA's Subaward Policy pursuant to the terms of the Subaward Agreement between the District and the County for the Federal Award (defined below in Section 2.2)
- 1.5. Reimbursement requests. The County shall provide to the District reimbursement requests no more than monthly and the District shall remit payment after receipt of documentation to the District's reasonable satisfaction and submitted in a form sufficient to allow the District to review, inspect and approve the County's invoices. Furthermore, all reimbursement requests shall comply with the terms of the Subaward Agreement between the District and the County for the Federal Award (defined below in Section

2.2) and the applicable EPA General Terms and Conditions, including but not limited to the certifications described in 2 CFR 200.415 for submitting financial and performance reports.

- 1.6. Record drawings. Upon the completion of the Project, the County will provide the other Parties with record drawings for the Project.
- 1.7. Compliance with laws. The County shall comply with any applicable state, federal and local statutes, policies, and regulations relating to equal opportunities, non-discrimination, prevailing wages, environmental, historic preservation, and all applicable floodplain management codes.
- 1.8. Project Schedule. The County agrees to solicit bids and award the construction contract for the Project no later than December 31, 2026. The Parties shall work together to develop a Project start and anticipated completion date. County shall keep the Parties informed of the progress of the Project and any anticipated changes to the schedule.
- 1.9. Public Participation, Outreach, and Signage. The Parties shall acknowledge the other Parties in presentations or publications related to the Project. The Parties shall work together to develop a public notification plan to inform the public of the Project. The Parties shall acknowledge the other Parties on Project-related public outreach communications and in County public meetings that discuss the Project.
- 1.10. Maintenance. Upon completion of the construction of the Project, the County will be responsible for the inspection and major maintenance of the Sheldon Road Bridge.

## **SECTION 2. OBLIGATIONS OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT**

- 2.1. District Funds. The District agrees to contribute 90% of the actual costs of constructing the Road Project, including the County's costs to manage and inspect the construction. The District also agrees to contribute 100% of the actual cost to construct the Bridge Project that is in excess of the County Funds and the OPWC Funds. The total amount of the District's funding obligations shall not exceed \$5,00,422.50 (the "District Funds").
- 2.2. Federal Funding (the "Federal Award").
  - 2.2.1. Award. The U.S. Environmental Protection Agency ("EPA") awarded to the District a Community Grant for the Project (also known as the "Abrams Creek Flood Reduction Project" for the Federal Award purposes) in the amount of \$2,724,800.00 (the "Grant"). The District desires to pass through the Grant funds to the County as a subrecipient of the Grant for the purpose of bidding, supervising and administering the construction of the Project

2.2.2. Subaward Agreement. For the purposes of the Federal Award, the District will be considered a pass-through entity and the County will be considered a subrecipient of the Federal Award. To that end, the District and the County shall enter into a Subaward Agreement addressing the responsibilities of the parties to comply with the terms of the Grant, including the current EPA General Terms and Conditions effective October 1, 2024 or later.

2.2.3. Any funds received by the District from the Federal Award will be applied first to reduce the amount of the District Funds.

2.3. Meeting Participation. The District shall have the right to attend all Project progress meetings, for which the District will receive at least two (2) working days' advance notice. The District shall receive the meeting minutes from each meeting from the County within ten (10) working days of the meeting for review and comment.

2.4. Project Presentations. The District shall acknowledge the County in presentations or publications related to the Project.

2.5. Maintenance. The District will maintain the regional storm sewer assets in accordance with the Brook Park Service Agreement and the Middleburg Heights Service Agreement.

### SECTION 3. OBLIGATIONS OF THE CITIES

3.1. City Funds. The Cities agree to contribute 10% of the actual costs of constructing the Road Project, including the County's costs to manage and inspect the construction, for a total not-to-exceed amount from the Cities combined of \$555,826.00 (the "City Funds"), as described below. If the actual cost of the Road Project exceeds the Cities' share of the Construction Cost, the Cities shall seek additional authority from their respective City Councils to amend the Community Cost Share Transfer Agreements described below to reimburse the District their proportional share of such additional costs.

#### 3.2. Brook Park.

3.2.1 Brook Park and Euthenics shall prepare the Project bid documents that comply with the flow-down<sup>1</sup> requirements imposed on the District under the Federal Award to ensure that the EPA Grant is used in accordance with all applicable Federal statutes, regulations, and the terms of the Federal Award. These requirements include,

---

<sup>1</sup> "Flow-down" requirements include those statutory, regulatory, and Executive Order requirements that the District, as a "pass-through entity" of the EPA Grant to the County as a "subrecipient," is required to identify as potentially applying to subrecipients on EPA funded projects under 2 CFR 200.332 (a)(2).

but are not limited to, the Procurement Standards in 2 CFR Part 200, including competitive bidding and Domestic preferences for procurement at 2 CFR 200.322.

3.2.2 The District and Brook Park agree to enter into a Community Cost-Share Transfer Agreement where the City shall transfer to the District from the City's Community Cost-Share Account 5% of the cost of the Road Project in the amount estimated at \$277,913.00 ("Brook Park Community Cost-Share Funds"). Brook Park shall submit to the District an application for the Community Cost-Share Funds and execute a Community Cost-Share Transfer Agreement before July 1, 2026. After the execution of the Community Cost-Share Transfer Agreement but no later than December 31, 2026, Brook Park shall submit to the District a Fund Transfer Request form (Exhibit "F") for the entire amount of the Brook Park Community Cost-Share Funds.

3.2.3 In addition to the amount described in Section 3.2.2 above, Brook Park agrees to contribute \$161,310.50 ("Brook Park Sewer Funds") for the construction of the sanitary sewer described in the plans and specifications attached to the Agreement as Exhibit "E." Brook Park shall deposit the Brook Park Sewer Funds with the Treasurer of Cuyahoga County prior to an award of a construction contract for the Project, but no earlier than 30 days prior to such contract award.

3.3. Middleburg Heights. The District and Middleburg agree to enter into a Community Cost-Share Transfer Agreement where the City shall transfer to the District from the City's Community Cost-Share Account 5% of the cost of the Road Project in the amount estimated at \$277,913.00 ("Middleburg Heights Community Cost-Share Funds"). Middleburg Heights shall submit to the District an application for the Community Cost-Share Funds and execute a Community Cost-Share Transfer Agreement before July 1, 2026. After the execution of the Community Cost-Share Transfer Agreement but no later than December 31, 2026, Middleburg Heights will submit to the District a Fund Transfer Request form (Exhibit "F") for the entire amount of Middleburg Heights Community Cost-Share Funds.

3.4. In the event that the amount of the OPWC Funds and the Federal Award are sufficient to pay for more than 90% of the actual cost of the Road Project, such excess shall be applied to decrease the City Funds by proportionally reducing the Brook Park Community Cost-Share Funds and the Middleburg Heights Community Cost-Share Funds.

3.5. Required documents. The County shall provide the Cities with documentation to the Cities' reasonable satisfaction and submitted in a form sufficient to allow the Cities to review, inspect and approve the County's invoices.

3.6. Permits. Brook Park (through its consultant Euthenics) shall obtain all required federal, state, and local permits or other approvals necessary to commence and complete the construction of the Project.

- 3.7. Access. The Cities hereby grant the County all rights of access necessary for the construction of the Project and waive all City permitting or other fees related to the performance of all aspects of the Project. The County may enter upon and use all access roads in and around the Project area.
- 3.8. Meeting Participation. The Cities shall have the right to attend all Project progress meetings, for which the Cities will receive at least two (2) working days' advance notice. The Cities shall receive the meeting minutes from each meeting from the County within ten (10) working days of the meeting for review and comment.
- 3.9. Project Presentations. The Cities shall acknowledge the County and the District in presentations or publications related to the Project.
- 3.10. Maintenance. Upon the completion of the construction of the Project, the Cities will be responsible for the routine maintenance of the Bridge and the major and routine maintenance of Sheldon Road.

#### SECTION 4. SPECIAL PROVISIONS

- 4.1. Real Property. The County and the Cities agree to hold title of all the necessary rights of entry, temporary and permanent easements necessary for the Project.
- 4.2. Construction Contract. The contractor selected by the County ("County Contractor") shall be awarded the public improvement contract to construct the Project (the "Construction Contract") following the Procurement Standards of 2 CFR Part 200, Appendix II to Part 200, and the EPA's Subaward Policy. The contract between the County and the County Contractor shall include all applicable clauses stipulated at 2 CFR Part 200.327 and Appendix II. Once the County Contractor is selected and before the Construction Contract is approved by the Cuyahoga County Council, the County shall inform the District and the Cities of the amount of the Construction Contract and the identity of the County Contractor; and the District and the Cities shall acknowledge their approval in writing.

The County agrees to submit to NEORS, within ten calendar days after a bid opening, or as soon as practicable, the bid package of the lowest and best bidder for review prior to the award of a contract, or as soon as practicable thereafter if a contract has been executed. The bid package will include the bid tabulation, a copy of the proof of advertising, the bid bond of the low bidder, the Minority Business Enterprise (MBE) / Women's Business Enterprise (WBE) proposed utilization by the low bidder with a statement from the County that the efforts taken by the low bidder meet the statutory/regulatory requirements, if applicable, and the recommendation to award a contract to the low bidder.

- 4.3. Reconciliation of Funds. Within 60 days from the final completion of the Project, the County shall reconcile the actual cost expended under the Construction Contract against

the estimated Construction Cost and the total payments received from the District. The County shall calculate each Party's share of the actual construction cost of the Project, including the costs of inspection and construction management, and reconcile the actual costs of the Project with the County Funds, the District Funds and the City Funds, and shall provide each Party a report of such reconciliation.

- 4.4. Liabilities; No Indemnification. The Parties acknowledge that, as political subdivisions of the State of Ohio, they are unable to indemnify any person or entity. The Parties agree that no provision of this Agreement or any other contract or agreement between them may be interpreted to obligate the one Party to indemnify or defend any other Party.

Each Party shall be responsible for all damages, suits, actions or claims of any character brought on account of claims arising from its activities or its consultant or contractor activities related to the Project, whether in contract or in tort for any injuries or damages sustained by any person or property resulting from negligence or on account of any wrongful act or omission of that party or its consultant or contractor.

No Party shall incur any liability or be responsible for any claim arising from the other Parties' activities related to the Project.

- 4.5. Change Requests. If any one or more of the Cities or the District formally requests that the County include the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the improvement), sidewalks, 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 County will do so, provided that this construction meets with the approval of the County and the Party requesting the addition; and that the Party requesting the County complete the addition 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.

- 4.6. Additional Funds. In the event the Construction Cost discussed in Section 1.1 is insufficient to cover the amount of the Construction Contract, the District and the Cities agree to seek additional authority from their respective Councils and Board of Trustees to enter into an amendment to this Agreement to the Project for their proportional share of such additional cost.

## **SECTION 5. TERM**

- 5.1. The Term of this Agreement shall commence on the Effective Date and shall expire upon successful completion of the obligations contained herein by all Parties.

## **SECTION 6. MISCELLANEOUS**

- 6.1. Authority to Execute. Each person executing this Agreement represents and warrants that he is duly authorized to execute this Agreement by the Party on whose behalf he is so executing.

- 6.2. Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective permitted successors and assigns.
- 6.3. Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement. The Parties agree that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by the Parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.
- 6.4. Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.
- 6.5. Governing Law. The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).
- 6.6. Modification of Agreement. This Agreement may only be modified by written instrument executed by each Party.
- 6.7. Merger Clause. This Agreement, along with any exhibits and amendments hereto, encompasses the entire agreement of the Parties, and supersedes all previous understandings and agreements between the Parties, whether oral or written.
- 6.8. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties hereto, any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 6.9. Remedies. The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law.
- 6.10. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.

#### NOTICES

- 6.11. All notices delivered hereunder shall be made by email or regular U.S. mail to the following:

COUNTY

Thomas Sotak  
Deputy Chief Engineering  
Cuyahoga County Department of Public Works  
2789 East 9<sup>th</sup> Street  
Cleveland, Ohio 44115  
tsotak@cuyahogacounty.us

DISTRICT

Kimberly Colich, P.E.  
Stormwater Program Manager  
NEORS  
3900 Euclid Avenue  
Cleveland, OH 44115  
colichk@neorsd.org

CITY OF BROOK PARK

Edward R. Piatak, P.E.  
City Engineer  
Euthenics, Inc.  
8235 Mohawk Drive  
Cleveland, OH 44136  
Phone no. (440) 260-1555  
erpiatak@euthenics-inc.com.

CITY OF MIDDLEBURG HEIGHTS

Kim Kerber, P.E.  
City Engineer  
Wallace Pancher Group  
7017 Pearl Rd.  
Cleveland, OH 44130  
phone no: (440) 886-4500  
kkerber@manniksmithgroup.com

**SECTION 7. EXHIBITS**

7.1. The Exhibits attached to this Agreement are incorporated into and made part of this Agreement as though expressly rewritten herein. In the event of a conflict between the provisions of this Agreement and the Exhibits, these documents shall be given priority in the following order: 1) the District's Resolution; 2) the County's Resolution; 3) the Cities Resolutions; 4) the main body of this Agreement; 5) the Project plans and specifications; and 6) District's Fund Transfer Request form.

- Exhibit "A" - County's Resolution
- Exhibit "B" - District's Resolution
- Exhibit "C" - Brook Park's Resolution
- Exhibit "D" - Middleburg Heights Resolution
- Exhibit "E" - Project plans
- Exhibit "F" - District Fund Transfer Request form

[signatures on the following pages]

The Parties hereto have executed and delivered this Agreement as of the date first above written.

**CUYAHOGA COUNTY, OHIO**

By: \_\_\_\_\_  
Christopher Ronayne, County Executive

The legal form and correctness  
of this instrument is approved.

Rick Manoloff  
Law Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: \_\_\_\_\_  
Kyle Dreyfuss-Wells  
Chief Executive Officer

and: \_\_\_\_\_  
Darnell Brown, President  
Board of Trustees

The legal form and correctness  
of this instrument is approved.

Eric Luckage  
Chief Legal Officer

By: \_\_\_\_\_

Date: \_\_\_\_\_

This Instrument Prepared By:

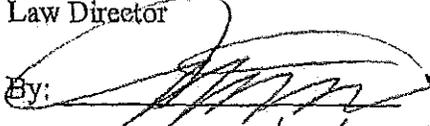
\_\_\_\_\_  
Anka M. Davis  
Assistant General Counsel  
Northeast Ohio Regional Sewer District

CITY OF BROOK PARK

By: \_\_\_\_\_  
Edward Orcutt, Mayor

The legal form and correctness  
of this instrument is approved.

Carol Dillon Horvath  
Law Director

By: 

Date: 9/4/25

CITY OF MIDDLEBURG HEIGHTS

By: \_\_\_\_\_  
Matthew Caselli, Mayor

The legal form and correctness  
of this instrument is approved.

Santo T. Incorvaia  
Law Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

AGREEMENT NO.

NORTHEAST OHIO REGIONAL  
SEWER DISTRICT

WITH

CERTIFICATION

CUYAHOGA COUNTY, OHIO,  
CITY OF BROOK PARK  
AND  
CITY OF MIDDLEBURG HEIGHTS

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.

FOR

THE CONSTRUCTION OF SHELDON  
ROAD PROFILE RAISING & BRIDGE  
REPLACEMENT DESIGN PROJECT  
(ALSO KNOWN AS "ABRAMS  
CREEK FLOOD REDUCTION  
PROJECT")

---

KENNETH I. DUPLAY  
CHIEF FINANCIAL OFFICER

---

Total Approximate Cost: \$7,219,559.00  
County Funds: \$1,500,000.00  
District Funds: \$5,002,422.50  
Brook Park Funds: \$439,223.50  
Middleburg Heights Funds:  
\$277,913.00

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Date

The legal form and correctness of the within instrument are hereby approved.

---

ERIC J. LUCKAGE  
CHIEF LEGAL OFFICER

---

Date

# EXHIBIT A

# EXHIBIT B

# EXHIBIT C

# EXHIBIT D

# EXHIBIT E





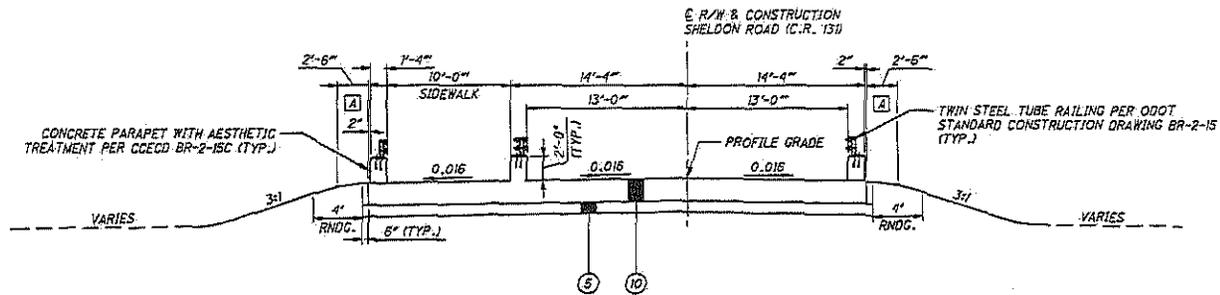
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CALCULATED  
E.S.M.  
CHECKED  
J.H.H.

TYPICAL SECTIONS

CUY-SHELDON RD.

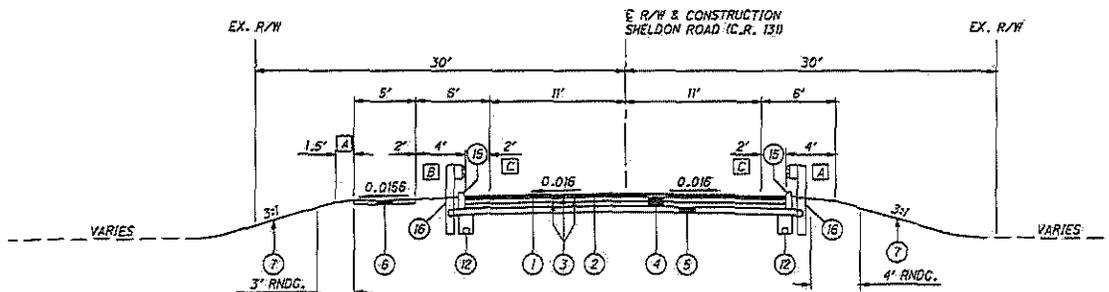
12  
25



**APPROACH SLAB TYPICAL SECTION - SHELDON ROAD**

STA. 105+02 TO STA. 105+17 = 15'  
STA. 105+80 TO STA. 105+95 = 15'

- A SEEDING (0.08)
- B SEEDING (0.06)
- C PAVED SHOULDER (0.04)



**PROPOSED BRIDGE TERMINAL ASSEMBLY - SHELDON ROAD**

STA. 104+83.85 TO STA. 105+02.00 = 18.15' (L.T./RT.)  
STA. 106+95.00 TO STA. 106+14.75 = 19.15' (L.T.)  
STA. 105+95.00 TO STA. 106+13.75 = 18.15' (RT.)

**GENERAL**

**ROUNDING**

THE ROUNDING AT SLOPE BREAKPOINTS SHOWN ON THE TYPICAL SECTIONS APPLIES TO ALL CROSS-SECTIONS, EVEN THOUGH OTHERWISE SHOWN.

**UTILITIES**

LISTED BELOW ARE ALL UTILITIES LOCATED WITHIN THE PROJECT CONSTRUCTION LIMITS TOGETHER WITH THEIR RESPECTIVE OWNERS:

CITY OF BROOK PARK  
19095 HOLLAND ROAD  
BROOK PARK, OHIO 44142  
CONTACT: BRIAN BEYER,  
SERVICE DIRECTOR  
PHONE: (216) 433-7192  
bbeyer@cityofbrookpark.com

CITY OF MIDDLEBURG HEIGHTS  
15700 BAGLEY ROAD  
MIDDLEBURG HEIGHTS, OHIO 44130  
CONTACT: JAMES HERRON,  
DIRECTOR OF PUBLIC SERVICE  
PHONE: (440) 234-2216  
jherron@middleburghheights.com

AT&T OHIO  
13630 LORAIN AVENUE, 2ND FLOOR  
CLEVELAND, OHIO 44111  
CONTACT: DENISE DIAZ  
PHONE: (216) 302-5183  
dp729@aatt.com

BREZELINE  
105 BLAZE INDUSTRIAL PARKWAY  
BEREA, OH 44017  
ATTN: JOSE DIAZ  
jdiaz@brezeline.com

CEI FIRST ENERGY  
6895 MILLER ROAD  
BRECKSVILLE, OHIO 44141  
CONTACT: JOHN N. ZASSICK  
PHONE: (440) 546-8708  
jnzassick@firstenergycorp.com

CHARTER COMMUNICATIONS  
8179 DOW CIRCLE  
STRONGSVILLE, OHIO 44136  
CONTACT: RON STACK  
PHONE: (216) 575-8016  
ron.stack@charter.com

CITY OF CLEVELAND  
DIVISION OF WATER  
1201 LAKESIDE AVENUE  
CLEVELAND, OHIO 44114  
CONTACT: FRED ROBERTS  
PHONE: (216) 664-2444 EXT. 75580  
fred.roberts@cityofclevelandwater.com

ENBRIDGE GAS OHIO  
(FORMERLY DOMINION ENERGY OHIO)  
320 SPRINGSIDE DRIVE, SUITE 320  
AKRON, OH 44333  
CONTACT: RELOCATION TEAM  
PHONE: (330) 664-2409  
relocation@dominionenergy.com

TC ENERGY (COLUMBIA GAS)  
7080 FRY ROAD  
MIDDLEBURG HEIGHTS, OH 44130  
ATTN: DAN SUREN  
PHONE: (440) 891-2428  
dsuren@tcenergy.com

MCI-WORLDCOM (VERIZON)  
12300 RIDGE ROAD  
NORTH ROYALTON, OH 44133  
ATTN: RELOCATION TEAM  
PHONE: (216) 347-7661  
vzfiber-northernohio@verizon.com

WINDSTREAM  
2165 STATE ROUTE 133  
SOUTH BLANCHESTER, OHIO 45107  
ATTN: LEON TAYLOR,  
PHONE: (937) 725-5358  
leon.taylor@windstream.com

UNITED STATES GEOLOGICAL SURVEY  
6460 BUSCH BLVD. SUITE 100  
COLUMBUS, OH 43229  
ATTN: THOMAS HARRIS  
PHONE: (614) 565-7461  
Tharris@usgs.gov

NORTHEAST OHIO REGIONAL SEWER  
DISTRICT (NEORSD)  
3900 EUCLID AVE.  
CLEVELAND, OH 44115  
ATTN:  
PHONE:  
email address

CALL OHIO OIL & GAS PRODUCERS  
UNDERGROUND PROTECTION SERVICE  
(OGPPS) TOLL FREE 1-800-925-0988

THE LOCATION OF THE UNDERGROUND UTILITIES SHOWN ON THE PLANS ARE AS OBTAINED FROM OWNERS AS REQUIRED BY SECTION 153.64 O.R.C.

**ENBRIDGE GAS OHIO**

IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN THE LATERAL AND SUBJACENT SUPPORT OF ENBRIDGE'S PIPELINES, IN COMPLIANCE TO 29 CFR, PART 1926, SUBPART P, (SAFE EXCAVATION & SHORING). EXTREME CARE SHOULD BE TAKEN NOT TO HARM ANY ENBRIDGE FACILITY (PIPELINES, ETC.) OR APPURTENANCE (PIPE COATING, TRACER WIRE, CATHODIC PROTECTION TEST STATION WIRES & DEVICES, VALVE BOXES, ETC.). ENBRIDGE FACILITIES MUST BE PROTECTED WITH A TARP DURING BRIDGE CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE AND LIABLE FOR ENSURING THAT ALL ENBRIDGE EXISTING FACILITIES, ABOVE AND BELOW GROUND, REMAIN UNDAMAGED, ACCESSIBLE AND IN WORKING ORDER. THE CROSSING OF ENBRIDGE'S PIPELINES WITH ANOTHER STEEL FACILITY MAY CREATE A POTENTIAL CORROSION ISSUE FOR THE PROPOSED FACILITY AND THE EXISTING ENBRIDGE FACILITY. PLEASE CONTACT ENBRIDGE'S CORROSION DEPARTMENT AT LEAST TWO WORKING DAYS BEFORE CONSTRUCTION AT: CORROSION@DOMINIONENERGY.COM.

**CONTINGENCY QUANTITIES**

THE CONTRACTOR SHALL NOT ORDER MATERIALS OR PERFORM WORK FOR ITEMS DESIGNATED BY PLAN NOTE TO BE USED "AS DIRECTED BY THE ENGINEER" UNLESS AUTHORIZED BY THE ENGINEER. THE ACTUAL WORK LOCATIONS AND QUANTITIES USED FOR SUCH ITEMS SHALL BE INCORPORATED INTO THE FINAL SUBSIDIARY AGREEMENT GOVERNING COMPLETION OF THIS PROJECT.

**SURVEYING PARAMETERS**

PRIMARY PROJECT CONTROL MONUMENTS GOVERN ALL POSITIONING ON THIS PROJECT. SEE SHEET RW-02 OF THE PLANS FOR A TABLE CONTAINING PROJECT CONTROL INFORMATION.

USE THE FOLLOWING PROJECT CONTROL, VERTICAL POSITIONING, AND HORIZONTAL POSITIONING PARAMETERS FOR ALL SURVEYING:

PROJECT CONTROL  
POSITIONING METHOD: ODOT VRS  
MONUMENT TYPE: TYPE B

VERTICAL POSITIONING  
ORTHOMETRIC HEIGHT DATUM: NAVD88  
GEOID: 18

HORIZONTAL POSITIONING  
REFERENCE FRAME: NAD 83 (2011 ADJUSTED) EPOCH0  
ELLIPSOID: GRS 80  
COORDINATE SYSTEM: CUYAHOGA COUNTY (CCCS)  
MAP PROJECTION: TRANSVERSE MERCATOR  
CENTRAL LATITUDE: N 40° 08' 00"  
CENTRAL LONGITUDE: W 81° 45' 00"  
FALSE NORTHING: 0 (METERS)  
FALSE EASTING: 50000 (METERS)  
PROJECTION SCALE FACTOR: 1.000029

USE THE POSITIONING METHODS AND MONUMENT TYPE USED IN THE ORIGINAL SURVEY TO RESTORE ALL MONUMENTS RELATED TO PRIMARY PROJECT CONTROL THAT ARE DAMAGED OR DESTROYED BY CONSTRUCTION ACTIVITIES. RESTORE THE DAMAGED OR DESTROYED MONUMENTS IN ACCORDANCE WITH CMS 623.

UNITS ARE IN U.S. SURVEY FEET.

PRIMARY PROJECT CONTROL INFORMATION				
POINT NUMBER	GROUND COORDINATES U.S. SURVEY FEET		ORTHOMETRIC HEIGHT (ELEVATION)	DESCRIPTION
	NORTHING	EASTING		
100	451546.052	139963.368	771.10	IPIN W/TRVERSE CAP
101	451496.123	140288.939	765.11	IPIN W/TRVERSE CAP
102	451468.864	140873.097	764.27	IPIN W/TRVERSE CAP
103	451451.807	141317.376	773.26	IPIN W/TRVERSE CAP

**WORK LIMITS**

THE WORK LIMITS SHOWN ON THESE PLANS ARE FOR PHYSICAL CONSTRUCTION ONLY. IN ADDITION TO THE REQUIREMENTS OF SECTION 614.05, THE CONTRACTOR SHALL FURNISH, ERECT, MAINTAIN AND SUBSEQUENTLY REMOVE ALL WORK ZONE TRAFFIC CONTROL AND WORK ZONE TRAFFIC CONTROL DEVICES, INCLUDING SUCH ADDITIONAL TRAFFIC CONTROL DEVICES LOCATED OUTSIDE THE LIMITS OF CONSTRUCTION AS ARE REQUIRED ON HIGHWAYS WHICH ARE USED AS DETOURS, INCLUDING THE "ROAD CLOSED" SIGNS UPON THE BARRICADES AT THE POINT WHERE THE HIGHWAY IS CLOSED TO THROUGH TRAFFIC.

**STATIONING AND LOCATIONS**

STATIONING AND LOCATIONS INDICATED ON THESE PLANS ARE APPROXIMATE. ALL LOCATIONS AND ITEMS CALLED OUT BY STATION ARE SUBJECT TO ADJUSTMENT IN THE FIELD AS DIRECTED BY THE ENGINEER.

**EXISTING TYPICAL SECTIONS**

EXISTING TYPICAL SECTIONS HAVE BEEN DEVELOPED FROM SITE MEASUREMENTS, PAVEMENT CORES, AND RECORD PLANS AND ARE BELIEVED TO REPRESENT THE WIDTH AND COMPOSITION OF THE EXISTING PAVEMENT, BUT THE COUNTY DOES NOT GUARANTEE THE ACCURACY OF SAME. A COPY OF PAVEMENT CORE DATA FOR SHELDON ROAD IS INCLUDED UNDER SECTION 500 OF THE "CUYAHOGA COUNTY ENGINEER SPECIFICATION BOOKLET" CONTAINED IN THE BID PACKAGE.

**ITEM 618 - FIELD OFFICE, TYPE B, AS PER PLAN**

THE FIELD OFFICE SHALL, IN ADDITION TO THE ITEMS LISTED IN ITEM 618, BE FURNISHED WITH TWO CELLULAR TELEPHONES.

THE CONTRACTOR'S INSURANCE SHALL INCLUDE A RIDER FOR COVERAGE OVER ANY CUYAHOGA COUNTY PROPERTY INSIDE THE FIELD OFFICE WHICH MAY BECOME DAMAGED OR STOLEN.

THE FOLLOWING QUANTITY HAS BEEN PROVIDED IN THE GENERAL SUMMARY FOR THIS ITEM:

ITEM 618 - FIELD OFFICE, TYPE B, AS PER PLAN --- MONTHS

**LOCAL LAWS, ORDINANCES AND REGULATIONS**

IN ACCORDANCE WITH SECTION 107.01 OF THE GENERAL PROVISIONS, THE CONTRACTOR SHALL STAY FULLY INFORMED OF ALL LOCAL LAWS, ORDINANCES, REGULATIONS, ORDERS AND DECREES THAT AFFECT THE WORK. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBSERVE AND COMPLY WITH ALL SUCH LAWS, ORDINANCES, REGULATIONS, ORDERS AND DECREES AT NO ADDITIONAL COST TO THE PROJECT/COUNTY.

**CONSTRUCTION NOISE**

ACTIVITIES AND LAND USE ADJACENT TO THIS PROJECT MAY BE AFFECTED BY CONSTRUCTION NOISE. IN ORDER TO MINIMIZE ANY ADVERSE CONSTRUCTION NOISE IMPACTS, DO NOT OPERATE POWER-OPERATED CONSTRUCTION-TYPE DEVICES BETWEEN THE HOURS OF 9:00 PM AND 7:00 AM UNLESS OTHERWISE APPROVED BY THE MUNICIPALITIES. IN ADDITION, DO NOT OPERATE AT ANY TIME ANY DEVICE IN SUCH A MANNER THAT THE NOISE CREATED SUBSTANTIALLY EXCEEDS THE NOISE CUSTOMARILY AND NECESSARILY ATTENDANT TO THE REASONABLE AND EFFICIENT PERFORMANCE OF SUCH EQUIPMENT.

STATE OF OHIO  
COUNTY OF CUYAHOGA  
SHELDON RD.

GENERAL NOTES

CUY-SHELDON RD.

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**GENERAL (CONT.)**

**ADJUSTMENTS IN CONTRACT TIME**

TIME EXTENSIONS WILL ONLY BE CONSIDERED WHEN CONTROLLING ITEMS OF WORK ON THE APPROVED PROGRESS SCHEDULE ARE AFFECTED DUE TO NO FAULT OF THE CONTRACTOR.

WHEN ADDITIONAL WORK IS REQUIRED, TIME EXTENSIONS WILL ONLY BE GRANTED FOR CONTROLLING ITEMS ON THE PROGRESS SCHEDULE (SEE SECTION 108.06 OF THE CUYAHOGA COUNTY ENGINEER'S GENERAL PROVISIONS).

**PROJECT PROGRESS MEETINGS**

PROGRESS MEETINGS WILL BE HELD EVERY FOUR (4) WEEKS AT THE PROJECT OFFICE OR OTHER LOCATION DESIGNATED BY THE AREA CONSTRUCTION ENGINEER, AND WILL BE ATTENDED BY COUNTY AND CONTRACTOR DECISION-MAKING PERSONNEL.

THE PURPOSE OF THESE MEETINGS IS TO DISCUSS CRITICAL OPERATIONS AND POTENTIAL PROBLEMS. ALSO, THE CONTRACTOR WILL CONFIRM THE NUMBER AND DURATION OF WORK SHIFTS, NUMBER OF WORK CREWS, AND SPECIFIC PORTIONS OF THE WORK TO BE PERFORMED DURING THE FOLLOWING WEEKS.

THESE MEETINGS CAN ONLY BE WAIVED BY THE AREA CONSTRUCTION ENGINEER.

**DEFINITIONS AND TERMS**

WHEREVER THERE APPEARS, IN THE STANDARD SPECIFICATIONS (ODOT ITEMIZED CMS), SUPPLEMENTAL SPECIFICATIONS OR PROPOSAL NOTES, THE TERM "THE STATE", "DIRECTOR OF TRANSPORTATION", "DEPARTMENT", "DISTRICT", "CONSTRUCTION ENGINEER/DISTRICT CONSTRUCTION ADMINISTRATOR (DCA)", "ENGINEER", OR ANY OTHER TERM DESIGNATING ANY REPRESENTATIVE OR EMPLOYEE OF THE STATE OR ITS DEPARTMENT OF TRANSPORTATION, SUCH TERM SHALL, FOR THE PURPOSE OF THIS CONTRACT, BE CONSIDERED AND TAKEN AS MEANING AND DESIGNATING THE RESPECTIVE OFFICER OR EMPLOYEE OF CUYAHOGA COUNTY WHOSE DUTY OR FUNCTION IT IS TO DEAL WITH THE SUBJECT MATTER IN CONNECTION WITH WHICH SUCH TERM IS USED AND SPECIFICALLY:

- THE STATE - MEANS CUYAHOGA COUNTY.
- DEPARTMENT - MEANS THE CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS.
- DIRECTOR - MEANS THE CUYAHOGA COUNTY DIRECTOR OF PUBLIC WORKS, HIS/HER DEPUTIES, OR ANY ENGINEER DESIGNATED AS THE DIRECTOR'S REPRESENTATIVE.
- DISTRICT CONSTRUCTION ENGINEER/DISTRICT CONSTRUCTION ADMINISTRATOR (DCA) OR ENGINEER - MEANS THE AREA CONSTRUCTION ENGINEER, OR THE DULY AUTHORIZED AGENT OR REPRESENTATIVE OF THE CUYAHOGA COUNTY DIRECTOR OF PUBLIC WORKS, ACTING WITHIN THE SCOPE OF HIS/HER AUTHORITY FOR THE PURPOSES OF CONSTRUCTION ENGINEERING AND ADMINISTRATION OF THE CONTRACT.
- LABORATORY - MEANS ANY LABORATORY DESIGNATED BY THE COUNTY.

**GENERAL PROVISIONS**

ALL REFERENCES TO THE GENERAL PROVISIONS (SECTION 100) OF THE OHIO DEPARTMENT OF TRANSPORTATION'S CONSTRUCTION AND MATERIAL SPECIFICATIONS (ODOT CMS) THAT ARE CITED IN THE ITEMIZED SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, PROPOSAL NOTES, PLANS OR ELSEWHERE IN THE CONTRACT DOCUMENTS SHALL, FOR THE PURPOSE OF THIS CONTRACT, BE CONSIDERED AND TAKEN AS MEANING THE CUYAHOGA COUNTY ENGINEER'S GENERAL PROVISIONS AS CONTAINED IN THE CUYAHOGA COUNTY ENGINEER SPECIFICATION BOOKLET. THE SUBSECTION NUMBERS AND TOPICS USED IN THE COUNTY'S GENERAL PROVISIONS CORRESPOND TO THOSE CONTAINED IN THE ODOT CMS.

**DUST CONTROL**

THE CONTRACTOR SHALL FURNISH AND APPLY WATER AND CALCIUM CHLORIDE FOR DUST CONTROL, AS DIRECTED BY THE ENGINEER. THE FOLLOWING ESTIMATED QUANTITIES HAVE BEEN INCLUDED FOR DUST CONTROL PURPOSES:

ITEM 616 - WATER	XX MGAL
ITEM 516 - CALCIUM CHLORIDE	XX TON

**ITEM 201 - CLEARING AND GRUBBING, AS PER PLAN**

REMOVE ALL TREES AND STUMPS SPECIFICALLY MARKED FOR REMOVAL WITHIN THE CONSTRUCTION LIMITS UNDER THE LUMP SUM BID FOR ITEM 201. CLEARING AND GRUBBING. THE FOLLOWING IS AN APPROXIMATE ESTIMATE OF THE NUMBER OF TREES AND STUMPS TO BE REMOVED.

SIZES	NO. TREES	NO. STUMPS	TOTAL
18"	9	1	10

**TREE REMOVAL AND ENDANGERED SPECIES RESTRICTIONS**

THIS PROJECT IS LOCATED WITHIN THE KNOWN HABITAT RANGES OF THE FEDERALLY LISTED AND PROTECTED INDIANA BAT, NORTHERN LONG-EARED BAT, LITTLE BROWN BAT, AND TRICOLORED BAT. NO TREES SHALL BE REMOVED UNDER THIS PROJECT FROM APRIL 1 THROUGH SEPTEMBER 30. ALL NECESSARY TREE REMOVAL SHALL OCCUR FROM OCTOBER 1 THROUGH MARCH 31. THIS REQUIREMENT IS NECESSARY TO AVOID AND MINIMIZE IMPACTS TO THESE SPECIES AS REQUIRED BY THE ENDANGERED SPECIES ACT (ESA). FOR THE PURPOSES OF THIS NOTE, A TREE IS DEFINED AS: A LIVE, DYING, OR DEAD WOODY PLANT WITH A TRUNK THREE INCHES (3") OR GREATER IN DIAMETER AT A HEIGHT OF 4.5 FEET ABOVE THE GROUND SURFACE AND HAVING A MINIMUM HEIGHT OF 13 FEET.

ADDITIONALLY, ALL EXISTING BRIDGE OR CULVERT STRUCTURES WITHIN THE LIMITS OF THE PROJECT SHALL BE CAREFULLY EXAMINED FOR THE PRESENCE OF THE INDIANA BAT, NORTHERN LONG-EARED BAT, LITTLE BROWN BAT, AND TRICOLORED BAT. IF ANY OF THESE BATS ARE FOUND ROOSTING ON THE UNDERSIDE OF AN EXISTING STRUCTURE, THEN THE OHIO DEPARTMENT OF NATURAL RESOURCES (ODNR) AND THE UNITED STATES FISH & WILDLIFE SERVICE (USFWS) MUST BE NOTIFIED OF THEIR PRESENCE.

CUYAHOGA COUNTY IS ALSO POTENTIAL HABITAT FOR THE PIPING PLOVER, A FEDERALLY ENDANGERED SHOREBIRD THAT NESTS ON WIDE, FLAT, OPEN, SANDY STREAM BANKS AND BEACHES ALONG THE SHORELINES OF LAKE ERIE. PRESENCE OF THE PIPING PLOVER IS NOT EXPECTED WITHIN THE LIMITS OF THE PROJECT; HOWEVER, EFFORTS SHALL BE MADE TO PROTECT ANY IDENTIFIABLE HABITAT DISCOVERED AT THE PROJECT SITE.

PER SECTION 1533.324 OF THE OHIO REVISED CODE, ALL MUSSELS NATIVE TO THE STATE OF OHIO, INCLUDING CUYAHOGA COUNTY, ARE PROTECTED, INCLUDING TEN SPECIES THAT ARE FEDERALLY PROTECTED BY THE ENDANGERED SPECIES ACT (16 STAT. 884, AS AMENDED; 16 U.S.C. 1531 ET SEQ.). THE PRESENCE OF MUSSELS IN ANY BODY OF WATER WITHIN THE LIMITS OF THE PROJECT IS NOT EXPECTED; HOWEVER, IMPACTS TO STATE AND FEDERALLY PROTECTED MUSSELS AND THEIR HABITATS SHOULD BE AVOIDED OR MINIMIZED TO THE MAXIMUM EXTENT PRACTICABLE.

ADDITIONAL INFORMATION FOR ANY OF THE ABOVE PROTECTED AND ENDANGERED SPECIES CAN BE FOUND ON THE WEBSITES FOR THE OHIO DEPARTMENT OF NATURAL RESOURCES (WWW.OHIOGNR.GOV), THE OHIO ECOLOGICAL SERVICES OFFICE (WWW.FWS.GOV/MIDWEST/OHIO), AND THE UNITED STATES FISH AND WILDLIFE SERVICE (WWW.FWS.GOV).

**ITEM 623 - CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER PLAN**

**623.08 CONSTRUCTION LAYOUT STAKING**

1. ALL HORIZONTAL CONTROL, AND, IF NECESSARY, VERTICAL CONTROL REQUIRED FOR THE COMPLETE LAYOUT AND PERFORMANCE OF THE WORK UNDER THIS CONTRACT SHALL BE DONE BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE AND MAY BE PERIODICALLY REVIEWED BY THE ENGINEER. ANY INSPECTION OR REVIEWING OF THE CONTRACTOR'S LAYOUT BY THE ENGINEER AND THE ACCEPTANCE OF ALL OR ANY PART OF IT SHALL NOT RELIEVE THE CONTRACTOR OF HIS/HER RESPONSIBILITY TO PRODUCE THE PROPER WORK DIMENSIONS, GRADES AND ELEVATIONS. THE REQUIREMENTS OF SECTION 107.10 OF THE GENERAL PROVISIONS ALSO APPLY.
2. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND, IF APPLICABLE, ALL GRADES, LINES AND LEVELS AS INDICATED ON THE DRAWINGS AND SPECIFICATIONS, AND HE/SHE SHALL REPORT ANY ERRORS OR INCONSISTENCIES IN THE ABOVE TO THE ENGINEER BEFORE COMMENCING WORK OR ORDERING ANY MATERIAL.
3. THE CONTRACTOR SHALL MARK (PAINT) OR STAKE THE PROJECT STATION NUMBERS AT INTERVALS OF 50 FEET OR LESS AS DIRECTED OR APPROVED BY THE ENGINEER BEFORE COMMENCING THE WORK.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF ALL STAKES AND MARKS AND SHALL REPLACE THEM AT HIS/HER EXPENSE IF THEY ARE DAMAGED, LOST, DISPLACED OR REMOVED. THE CONTRACTOR SHALL USE COMPETENT PERSONNEL AND SUITABLE EQUIPMENT FOR THE LAYOUT WORK REQUIRED AND SHALL PROVIDE THAT IT IS DONE UNDER THE SUPERVISION OF A REGISTERED SURVEYOR. THE REQUIREMENTS OF SECTION 107.10 OF THE GENERAL PROVISIONS ALSO APPLY.

**623.11 BASIS OF PAYMENT**

PAYMENT WILL BE MADE UNDER:

ITEM 623 - CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER PLAN LUMP SUM

PROJECT NO. ESN 1264  
SECTION JUN

GENERAL NOTES

CUY-SHELDON RD.

ROADWAY

ITEM SPECIAL - MAILBOX SUPPORT SYSTEM

PRIOR TO THE COMMENCEMENT OF THE WORK, THE ENGINEER SHALL DETERMINE WHICH EXISTING MAILBOX AND SUPPORT SYSTEMS WILL REQUIRE TEMPORARY RELOCATION AS A RESULT OF THE WORK.

WHEN THE ENGINEER DETERMINES THAT AN EXISTING MAILBOX AND/OR SUPPORT SYSTEM REQUIRING TEMPORARY RELOCATION PER 107.10 IS A POTENTIAL SAFETY HAZARD OR CANNOT REASONABLY BE TEMPORARILY RELOCATED, THE ENGINEER SHALL DIRECT THE CONTRACTOR TO INSTALL A NEW MAILBOX AND/OR SUPPORT SYSTEM IN A TEMPORARY LOCATION AND TO SUBSEQUENTLY REMOVE AND DISPOSE OF THE EXISTING MAILBOX AND/OR SUPPORT SYSTEM. AT LEAST TWO (2) WEEKS IN ADVANCE OF THE REMOVAL, THE ENGINEER SHALL GIVE WRITTEN NOTICE TO THE OWNER OF THE OWNER'S OPTION TO REMOVE THE EXISTING MAILBOX AND/OR SUPPORT SYSTEM FOR SALVAGE OR TO PROVIDE A NEW MAILBOX IF HE/SHE SO CHOOSES.

THE FOLLOWING CONTINGENCY QUANTITIES ARE INCLUDED IN THE GENERAL SUMMARY FOR USE AS DIRECTED BY THE ENGINEER:

ITEM SPECIAL - MAILBOX SUPPORT SYSTEM, SINGLE	— EACH
ITEM SPECIAL - MAILBOX	— EACH

PAYMENT FOR A MAILBOX SUPPORT SYSTEM SHALL INCLUDE ALL WORK AND MATERIALS NECESSARY TO ATTACH THE CONTRACTOR OR OWNER SUPPLIED MAILBOX AND FOR ERECTING THE MAILBOX SUPPORT SYSTEM IN ITS TEMPORARY LOCATION AND SUBSEQUENTLY RE-ERECTING THE MAILBOX AND SUPPORT SYSTEM IN ITS PERMANENT LOCATION; ALL TO THE SATISFACTION OF THE ENGINEER.

CONTRACTOR SUPPLIED MAILBOXES AND MAILBOX SUPPORT SYSTEMS SHALL BE IN ACCORDANCE WITH THE CUYAHOGA COUNTY ENGINEER'S CONSTRUCTION DRAWING MD-7C.

PRIOR TO THE PRECONSTRUCTION MEETING, THE CONTRACTOR SHALL CONTACT THE LOCAL POSTMASTER REGARDING THE SPECIFIC MAIL DELIVERY/MAILBOX RELOCATION REQUIREMENTS FOR THE PROJECT AND BE PREPARED TO DISCUSS THEIR IMPLEMENTATION AT THE PRECONSTRUCTION MEETING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE LOCAL POSTMASTER REGARDING THE TIMING OF THE MOVEMENT OF ANY MAILBOX TO A NEW LOCATION.

PER 107.10, NO SEPARATE PAYMENT WILL BE MADE TO THE CONTRACTOR FOR REMOVING, TEMPORARILY RELOCATING OR PERMANENTLY RE-ERECTING EXISTING MAILBOXES AND MAILBOX SUPPORT SYSTEMS.

LOCATION OF GUARDRAIL

THE LOCATION OF GUARDRAIL RUNS, AS SHOWN IN THESE PLANS, IS SUBJECT TO ADJUSTMENT BY THE ENGINEER TO ASSURE THAT ALL INSTALLATIONS WILL AFFORD MAXIMUM PROTECTION FOR TRAFFIC.

ITEM 608 - 4" CONCRETE WALK, AS PER PLAN

IN ADDITION TO THE REQUIREMENTS OF 608, THE FOLLOWING SHALL APPLY:

THE "CLASS OC MISC." OR "CLASS OC 1" CONCRETE USED FOR SIDEWALK (608) SHALL CONFORM TO THE "MODIFICATIONS TO ITEM 499 CONCRETE - GENERAL" AS CONTAINED IN THE "SECTION 400 PROPOSAL NOTES" OF THE "CUYAHOGA COUNTY ENGINEER SPECIFICATION BOOKLET".

ALL CONCRETE WALK SHALL BE A MINIMUM OF 4" THICK AND HAVE A 2" COMPACTED SCREENINGS BED WHICH MEETS THE REQUIREMENTS OF 703.10 (LIMITED TO CRUSHED STONE). WHERE THE WALK CROSSES A FLEXIBLE DRIVEWAY, THICKNESS SHALL BE INCREASED PER CUYAHOGA COUNTY ENGINEER'S CONSTRUCTION DRAWING BP-4.1C. COST FOR FURNISHING AND PLACING THE 2" COMPACTED SCREENINGS BED AND FOR THICKENING AT FLEXIBLE DRIVES PER THE BP-4.1C CONSTRUCTION DRAWING SHALL BE CONSIDERED INCIDENTAL TO THE UNIT PRICE BID FOR ITEM 608 - 4" CONCRETE WALK.

PER 608.03(C), IT IS REQUIRED THAT 1/2 INCH THICK EXPANSION JOINT MATERIAL (705.03) BE INSTALLED BETWEEN THE WALK AND THE BACK OF CURB OR ANY OTHER FIXED OBJECT. IN ADDITION TO THE LOCATIONS SPECIFIED UNDER 608.03(C), TRANSVERSE EXPANSION JOINTS SHALL BE CONSTRUCTED AT INTERVALS OF NOT MORE THAN 25 TO 30 FEET UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE EXPANSION JOINT FILLER (705.03) SHALL BE PLACED AT THE TRANSVERSE EXPANSION JOINTS FOR THE FULL DEPTH/WIDTH OF THE CONCRETE WALK AND SHALL BE TRULY NORMAL TO GRADE. THE TOP 1/2 INCH OF THE EXPANSION JOINT PLACED BETWEEN THE WALK AND BACK OF CURB SHALL BE SEALED WITH 705.04 JOINT SEALER.

UNLESS OTHERWISE REQUIRED BY MUNICIPAL STANDARDS/ORDINANCES, THE FINAL SURFACE SHALL BE TEXTURED BY USE OF AN ACCEPTED BROOM SO AS TO PRODUCE A UNIFORM, GRITTY, TRANSVERSE TEXTURE, AFTER WHICH, THE CONTRACTOR IS REQUIRED TO RETRACE THE PREVIOUSLY FORMED JOINTS AND OUTSIDE EDGES OF THE WALK.

FINAL FINISH SHALL BE IN ACCORDANCE WITH THE APPLICABLE MUNICIPAL STANDARDS/ORDINANCES.

THE COST OF THE MATERIAL AND LABOR ASSOCIATED WITH THE ABOVE WORK IS INCLUDED IN THE CONTRACT UNIT PRICE BID FOR ITEM 608 - 4" CONCRETE WALK, AS PER PLAN.

UNSUITABLE SUBGRADE MATERIAL

WHERE UNSUITABLE SUBGRADE MATERIAL IS ENCOUNTERED, IT SHALL BE REMOVED TO THE DEPTH DETERMINED BY THE ENGINEER AND REPLACED IN EIGHT (8) INCH MAXIMUM (LOOSE) DEPTH MECHANICALLY COMPACTED LAYERS. SUITABLE EMBANKMENT MATERIAL (204.02) REQUIRED TO REPLACE THE UNDERCUT SUBGRADE SHALL, TO THE EXTENT POSSIBLE, EXHIBIT THE SAME PHYSICAL PROPERTIES AS THE ADJACENT SOUND SUBGRADE MATERIALS. HOWEVER, USE OF SLAG, IN ANY FORM, IS NOT PERMITTED. IN CONJUNCTION WITH THE ABOVE WORK, AN ESTIMATED QUANTITY OF ITEM 204 - GEOTEXTILE FABRIC IS PROVIDED FOR USE AS DIRECTED BY THE ENGINEER.

REMOVAL OF UNSUITABLE SUBGRADE SHALL BE PAID UNDER ITEM 204 - EXCAVATION OF SUBGRADE. THE COST OF FURNISHING AND COMPACTING SUITABLE EMBANKMENT MATERIAL IN PLACE SHALL BE PAID FOR UNDER ITEM 204 - EMBANKMENT, AS PER PLAN AND/OR ITEM 204 - GRANULAR EMBANKMENT, AS PER PLAN.

THE FOLLOWING ESTIMATED QUANTITIES TO BE USED AS DIRECTED BY THE ENGINEER, ARE CARRIED TO THE GENERAL SUMMARY FOR THIS WORK AND PAYMENT IS INCLUDED IN THE CONTRACT UNIT PRICE BID FOR:

ITEM 204 - EXCAVATION OF SUBGRADE	XX CY
ITEM 204 - EMBANKMENT, AS PER PLAN	XX CY
ITEM 204 - GRANULAR EMBANKMENT, AS PER PLAN	XX CY
ITEM 204 - GEOTEXTILE FABRIC	XX SY

ITEM 203 - EMBANKMENT, AS PER PLAN

ITEM 204 - EMBANKMENT, AS PER PLAN

ITEM 204 - GRANULAR EMBANKMENT, AS PER PLAN

USE OF SLAG, IN ANY FORM, IS NOT PERMITTED.

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GENERAL NOTES

CUY-SHELDON RD.

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ROADWAY (CONT.)

ITEM 203 - ROADWAY MISC.: EPS GEOFOAM FILL

THIS ITEM OF WORK SHALL CONSIST OF FURNISHING AND PLACING EPS GEOFOAM CONFORMING TO ASTM D6817 TYPE EPS 29 GEOFOAM AND ASTM C-578 TYPE IX. THE MATERIAL SHALL HAVE A MINIMUM DENSITY OF 1.80 POUNDS PER CUBIC FEET, AND A COMPRESSIVE RESISTANCE OF 10.9 PSI AT 1% STRAIN DEFORMATION.

ALL EPS GEOFOAM BLOCKS SHALL BE TREATED BY THE MANUFACTURER WITH A TESTED AND PROVEN TERMITE TREATMENT FOR BELOW GRADE APPLICATIONS. THE TREATMENT SHALL BE EPA REGISTERED, MEET REQUIREMENTS OF ICC ES AC239, AND BE RECOGNIZED IN AN ICC ES REPORT.

PRIOR TO ORDERING THE MATERIAL FOR THIS ITEM OF WORK, THE CONTRACTOR SHALL FURNISH THE ENGINEER WITH THE FOLLOWING ITEMS:

- EPS GEOFOAM MANUFACTURERS PRODUCT LITERATURE AND TECH DATA INCLUDING PHYSICAL PROPERTIES IN COMPLIANCE WITH ASTM D 6817 TYPE SPECIFIED AND ASTM C 578 TYPE SPECIFIED.
- SUMMARY OF TEST COMPLIANCE WITH SPECIFIED PERFORMANCE CHARACTERISTICS AND PHYSICAL PROPERTIES.
- PRODUCT CERTIFICATE SHOWING EVIDENCE OF THIRD PARTY QUALITY CONTROL.

A SIGNED/NOTARIZED CERTIFICATION FROM THE MANUFACTURER THAT THEIR EPS GEOFOAM MATERIAL MEETS THE PLAN REQUIREMENTS. SHOP DRAWINGS SHOWING BLOCK THICKNESS, WIDTH, LENGTH, AND LAYING PATTERN OR SCHEDULE.

A GEOMEMBRANE SHALL BE PLACED ON THE TOP AND SIDES OF THE GEOFOAM FILL. THE MATERIAL SHALL BE TRI-POLYMER CONSISTENT WITH POLYVINYL CHLORIDE, ETHYLENE INTERPOLYMER ALLOY, AND A POLYURETHANE OR A COMPARABLE POLYMER COMBINATION. THE MATERIAL SHALL MEET THE FOLLOWING PHYSICAL AND CHEMICAL REQUIREMENTS.

- THICKNESS: MIN. 28 MILS (ASTM D 751)
- UNLEADED GASOLINE VAPOR MAXIMUM 0.40 TRANSMISSION RATE, OZ. PER SQUARE PER 24 HOURS (ASTM D 814)
- GRAB TENSILE STRENGTH- MIN. 600 LBS. BOTH MACHINE AND CROSS DIRECTION (1" GRIP 4" X 8" SAMPLE ASTM D 571)
- ELONGATION AT BREAK: 20% MIN. (ASTM D 571)-TOUGHNESS: 14,000 MIN. 10GRAB TENSILE X PERCENT ELONGATION)
- PUNCTURE RESISTANCE: 800 LB. MIN. (ASTM D 751) BALL TIP)
- COLD CRACK: PASS -30° FAHRENHEIT (ASTM D 2135 1" MANDREL, 4 HR)
- FACTORY SEAMS: 2 INCH MIN. BONDED WIDTH
- SHEAR: 320 LBS. MIN. (ASTM D 751)

A SIGNED/NOTARIZED CERTIFICATION OF COMPLIANCE SHALL BE FURNISHED BY THE MANUFACTURER STATING THE SELECTED GEOMEMBRANE HAS BEEN TESTED AND MEETS THE ABOVE REQUIREMENTS. JOINTS IN THE GEOMEMBRANE WRAP SHALL BE LAPPED A MINIMUM OF 18 INCHES.

THE GEOFOAM FILL SHALL BE PLACED ON A GRANULAR BASE OF GRANULAR MATERIAL CONFORMING TO SIZE NO. 9 OF TABLE 703.01-1 OF THE CMS. THE GRANULAR BASE SHALL ALSO BE PLACED ALONG THE SIDES OF THE GEOFOAM FILL THAT ARE IN CONTACT WITH SOIL.

CARE SHALL BE TAKEN TO PROTECT THE GEOFOAM BLOCKS FROM EXPOSURE TO GASOLINE, SOLVENT NAPHTHA, FUEL OIL, MINERAL OIL, TURPENTINE, OR ANY OTHER SOLVENT. THE BLOCKS SHALL ALSO BE PROTECTED FROM EXPOSURE TO ANY HEAT SOURCE WHICH WOULD REACH 175 DEGREES (F). GEOFOAM SHALL BE STORED ABOVE GROUND, AND PROTECTED FROM MOISTURE AND SUNLIGHT PRIOR TO INSTALLATION.

DAMAGE TO GEOFOAM SHALL BE CORRECTED AS FOLLOWS:

SLIGHT DAMAGE (K 0.12 CU FT) WITH NO LINEAR DIMENSION GREATER THAN 1 FOOT MAY BE LEFT IN PLACE AS IS.

MODERATE DAMAGE (K 0.35 CU FEET) WITH NO LINEAR DIMENSION GREATER THAN 1 FOOT SHALL BE FILLED IN WITH SAND.

GEOFOAM BLOCKS WITH EXCESSIVE DAMAGE (I.E. EXCEEDING THE MODERATE CATEGORY) SHALL BE REPLACED WITH GEOFOAM BLOCKS WHICH MEET THE DAMAGE CRITERIA. GEOFOAM BLOCKS NOT MEETING THE CRITERIA MAY BE CUT TO ELIMINATE THE EXCESSIVE DAMAGE AND THE REMAINING UNDAMAGED PORTION OF THE BLOCK MAY BE USED WITHIN THE FILL, PROVIDED THE UNDAMAGED PORTION OF THE BLOCK MEETS ALL OTHER REQUIREMENTS.

PLACEMENT:

THE SURFACE OF A LAYER OF GEOFOAM BLOCKS TO RECEIVE ADDITIONAL GEOFOAM BLOCKS SHALL BE CONSTRUCTED WITH A VARIATION IN SURFACE TOLERANCE OF NO MORE THAN 1/2" IN ANY 10 FOOT INTERVAL. ALL BLOCKS SHALL BE ACCURATELY FIT RELATIVE TO ADJACENT BLOCKS. NO GAPS GREATER THAN 1" WILL BE ALLOWED ON VERTICAL JOINTS. THE FINISHED SURFACE OF THE GEOFOAM FILL BENEATH PAVEMENT SECTIONS SHALL BE CONSTRUCTED TO WITHIN THE TOLERANCE OF ZERO MINUS 2.5" OF THE INDICATED GRADE.

BLOCKS PLACED IN A ROW IN A PARTICULAR LAYER SHALL BE OFFSET 2 FEET RELATIVE TO BLOCKS PLACED IN ADJACENT ROWS OF THE SAME LAYER. IN ORDER TO AVOID CONTINUOUS JOINTS, EACH SUBSEQUENT LAYER OF BLOCKS SHALL BE ROTATED ON THE HORIZONTAL PLANE 90 DEGREES FROM THE DIRECTION OF PLACEMENT OF THE PREVIOUS LAYER.

THE LONGITUDINAL AXES OF THE UPPERMOST LAYER OF BLOCKS MUST BE PERPENDICULAR TO THE LONGITUDINAL AXIS OF THE ROAD ALIGNMENT.

CONNECTOR PLATES SHALL BE PLACED BETWEEN HORIZONTAL LAYERS OF BLOCK. A MINIMUM OF TWO CONNECTOR PLATES SHALL BE USED BETWEEN BLOCKS.

CONNECTORS SHALL BE GALVANIZED STEEL OR STAINLESS STEEL TWO SIDED MULTI-BARBED CONNECTORS. EACH CONNECTOR SHALL HAVE A LATERAL HOLDING STRENGTH OF AT LEAST 80 LBS. PROVIDE A SIGNED/NOTARIZED CERTIFICATION FROM THE MANUFACTURER THAT THE CONNECTOR PLATES MEET MATERIAL, DESIGN AND STRENGTH REQUIREMENTS OF THESE PLANS.

BLOCKS SHALL BE CUT USING A SAW OR HOT WIRE.

NO VEHICLE OR CONSTRUCTION EQUIPMENT SHALL TRAVERSE DIRECTLY ON THE EPS BLOCKS OR ON ANY SEPARATION MATERIAL PLACED BETWEEN THE EPS BLOCKS AND THE PAVEMENT SYSTEM. SOIL FOR THE PAVEMENT SYSTEM SHALL BE PUSHED ONTO THE EPS BLOCKS OR SEPARATION LAYER USING APPROPRIATE EQUIPMENT. A MINIMUM OF 12 INCHES OF FILL SHALL COVER THE TOP OF THE GEOFOAM BLOCK OR SEPARATION LAYER BEFORE COMPACTION COMMENCES. THE CONTRACTORS EQUIPMENT USED DURING COMPACTION SHALL NOT PLACE A PRESSURE GREATER THAN 18 PSI ON THE GEOFOAM BLOCKS AT ANY TIME DURING CONSTRUCTION. ANY DAMAGE TO THE GEOFOAM BLOCKS RESULTING FROM THE CONTRACTORS VEHICLES, EQUIPMENT, OR OPERATIONS SHALL BE REPLACED BY THE CONTRACTOR.

PAYMENT

PAYMENT FOR THIS ITEM OF WORK SHALL BE PAID FOR BY THE UNIT PRICE BID PER CUBIC YARD OF ITEM SPECIAL - ROADWAY MISC.: EPS GEOFOAM FILL, WHICH PRICE AND PAYMENT INCLUDE ALL MATERIALS, SITE PREPARATION (EXCLUDING EXCAVATION), GRANULAR BASE, GEOMEMBRANE WRAP, TOOLS, EQUIPMENT, AND LABOR TO COMPLETE THIS ITEM OF WORK IN PLACE.

ITEM 606 - ANCHOR ASSEMBLY, MGS TYPE E

THIS ITEM SHALL CONSIST OF FURNISHING AND INSTALLING ANY OF THE GUARDRAIL END TERMINALS FOR TYPE MGS GUARDRAIL AS LISTED ON ROADWAY ENGINEERING'S WEB PAGE UNDER ROADSIDE SAFETY DEVICES FOR APPROVED GUARDRAIL END TREATMENTS. INSTALLATION SHALL BE AT THE LOCATIONS SPECIFIED IN THE PLANS, IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.

THE FACE OF THE TYPE E IMPACT HEAD SHALL BE COVERED WITH REBOUNDABLE RETROREFLECTIVE SHEETING, PER CMS 730.191.

REFER TO THE MANUFACTURER'S INSTRUCTIONS REGARDING THE INSTALLATION OF, AND THE GRADING AROUND THE FOUNDATION TUBES AND GROUND STRUT. THE TOP OF ANY FOUNDATION TUBE SHOULD BE LESS THAN 4 INCHES ABOVE THE GROUND. THE PLACEMENT OF THE FOUNDATION TUBES SHOULD BE AN APPROPRIATE DEPTH BELOW THE LEVEL LINE IN ORDER TO MAINTAIN THE FINISHED GUARDRAIL HEIGHT OF 31 INCHES FROM THE EDGE OF THE SHOULDER.

ON-SITE GRADING IS REQUIRED IF THE TOP OF THE FOUNDATION TUBES OR TOP OF THE GROUND STRUT DOES PROJECT MORE THAN 4 INCHES ABOVE THE GROUND LINE.

PAYMENT FOR THE ABOVE WORK SHALL BE MADE AT THE UNIT PRICE BID FOR ITEM 606, ANCHOR ASSEMBLY, MGS TYPE E, EACH, AND SHALL INCLUDE ALL LABOR, TOOLS, EQUIPMENT AND MATERIALS NECESSARY TO CONSTRUCT A COMPLETE AND FUNCTIONAL ANCHOR ASSEMBLY SYSTEM, INCLUDING ALL RELATED TRANSITIONS, REFLECTIVE SHEETING, HARDWARE, GRADING, EMBANKMENT AND EXCAVATION NOT SEPARATELY SPECIFIED, AS REQUIRED BY THE MANUFACTURER.

APPROVED
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GENERAL NOTES

CUY-SHELDON RD.

**EROSION CONTROL**

**ITEM 659 - SEEDING AND MULCHING, AS PER PLAN**

WHEN THE ABOVE ITEM IS CALLED FOR ON THE PLANS OR IN THE PROPOSAL, ALL APPLICABLE PROVISIONS OF ITEM 659, AS SET FORTH IN THE CONSTRUCTION AND MATERIAL SPECIFICATIONS, SHALL APPLY UNLESS MODIFIED HEREIN.

**659.01 DESCRIPTION.**

THE COST FOR ANY INCIDENTAL GRADING REQUIRED TO PROPERLY PLACE THE TOPSOIL, SEEDING AND MULCHING SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEM 659 - SEEDING AND MULCHING, AS PER PLAN.

**659.02 SEEDS.**

UNLESS OTHERWISE DIRECTED/APPROVED BY THE ENGINEER, HIGH QUALITY GERMINATION RATES ARE REQUIRED.

**659.03 NATIVE GRASSES AND WILDOFLOWERS.**

UNLESS OTHERWISE DIRECTED/APPROVED BY THE ENGINEER, THE FOLLOWING SEED MIXTURE (CLASSIES) SHALL BE USED: CLASS 1

**659.10 SITE PREPARATION.**

IN ADDITION TO AREAS IN FRONT OF RESIDENCES, COMMERCIAL PROPERTIES, ETC. REFERRED TO IN 659.10(A), THE SPECIAL PREPARATION SHALL BE EXTENDED TO ENCOMPASS ALL LAWNS AND/OR LAWN-LIKE AREAS AS DETERMINED BY THE ENGINEER. REMOVE ALL STONES 1-INCH OR GREATER BY APPROVED METHODS/EQUIPMENT SUCH AS "ROCK HOUNDING", RAKING, ETC.

**659.11 PLACING TOPSOIL.**

TOPSOIL SHALL BE PLACED AND SPREAD TO A MINIMUM COMPACTED DEPTH OF TWO (2) INCHES. THE FINISHED TOPSOIL SURFACES SHALL BE SEEDED AND MULCHED WITHIN SEVENTY-TWO (72) HOURS OF THEIR ACCEPTED COMPLETION.

**659.13 MULCHING OPERATION.**

UNLESS OTHERWISE DIRECTED OR APPROVED BY THE ENGINEER, STRAW MULCH (PER 659.14) OR COMPOST MULCH (PER 659.16) SHALL BE USED.

**659.17 WATERING.**

IN ADDITION TO THE REQUIREMENTS OF 659.17, THE SEED BED SHALL BE KEPT ACCEPTABLY MOIST UNTIL THE SEED HAS GERMINATED; ALL AT THE DIRECTION OR APPROVAL OF THE ENGINEER.

**659.21 RESEEDING.**

THE COUNTY WILL INSPECT ALL SEEDING AREAS NO EARLIER THAN ONE (1) MONTH AND NO LATER THAN NINE (9) MONTHS AFTER FINAL/COMPLETED SEEDING; ALL AT THE DISCRETION/DETERMINATION OF THE ENGINEER.

**659.24 METHOD OF MEASUREMENT.**

SEEDING AND MULCHING SHALL BE APPLIED TO ALL AREAS OF EXPOSED SOIL BETWEEN THE RIGHT-OF-WAY LINES, AND WITHIN THE CONSTRUCTION LIMITS FOR AREAS OUTSIDE THE RIGHT-OF-WAY LINES COVERED BY WORK AGREEMENT OR SLOPE EASEMENT. QUANTITY CALCULATIONS FOR ITEM 659 - SEEDING AND MULCHING ARE BASED ON THESE LIMITS.

**659.25 BASIS OF PAYMENT.**

PAYMENT FOR THIS WORK SHALL BE MADE AT THE CONTRACT UNIT PRICE BID FOR THE ACTUAL COMPLETED AND ACCEPTED QUANTITIES OF:

THE QUANTITY FOR ITEM 659 - SEEDING AND MULCHING, AS PER PLAN IS CALCULATED ON THE CROSS SECTION SHEETS AND ELSEWHERE ON THE PLANS AND CARRIED TO THE GENERAL SUMMARY.

**ITEM 832 - EROSION CONTROL**

THE FOLLOWING ESTIMATED QUANTITY IS PROVIDED FOR TEMPORARY SEDIMENT AND EROSION CONTROL (TSEC) IN ACCORDANCE WITH THE APPLICABLE REQUIREMENTS OF DOT SUPPLEMENTAL SPECIFICATION 832:

ITEM 832 - EROSION CONTROL ----- EACH

UNLESS OTHERWISE APPROVED BY THE ENGINEER, DAMAGED FILTER FABRIC FENCE SHALL BE REPLACED IN LIEU OF ANY/ALL METHODS OF REPAIR.

**WATER QUALITY**

**POST CONSTRUCTION STORM WATER TREATMENT**

THIS PLAN UTILIZES STRUCTURAL BEST MANAGEMENT PRACTICES (BMP'S) FOR POST CONSTRUCTION STORM WATER TREATMENT.

**VEGETATED FILTER STRIP**

THIS PLAN UTILIZES VEGETATED FILTER STRIP(S) FOR POST CONSTRUCTION STORM WATER TREATMENT. PLACE EITHER ITEM 660 SOODING OR ITEM 659 SEEDING AND MULCHING WITH A 4-INCH LIFT OF TOPSOIL AS SHOWN IN THE PLANS TO ANY DISTURBED AREA ON THE SHOULDER AND FORESLOPE DRAINING TO A VEGETATED BIOFILTER. THE DITCH FOR EACH VEGETATED BIOFILTER IS TRAPEZOIDAL AS SHOWN IN THE PLAN CROSS SECTIONS. PROVIDE ITEM 670 AS SPECIFIED IN THE PLANS.

**VEGETATED BIOFILTER**

THIS PLAN UTILIZES VEGETATED BIOFILTER(S) FOR POST CONSTRUCTION STORM WATER TREATMENT. PLACE EITHER ITEM 660 SOODING OR ITEM 659 SEEDING AND MULCHING WITH A 4-INCH LIFT OF TOPSOIL AS SHOWN IN THE PLANS TO ANY DISTURBED AREA ON THE SHOULDER AND FORESLOPE DRAINING TO A VEGETATED BIOFILTER. THE DITCH FOR EACH VEGETATED BIOFILTER IS TRAPEZOIDAL AS SHOWN IN THE PLAN CROSS SECTIONS. PROVIDE ITEM 670 AS SPECIFIED IN THE PLANS.

**DRAINAGE**

**ITEM 611 - STRUCTURES ADJUSTED (RECONSTRUCTED) TO GRADE, AS PER PLAN**

611.10 DRAINAGE STRUCTURE CONSTRUCTION. EXCEPT AS NOTED BELOW FOR EXISTING PRECAST SANITARY SEWER MANHOLES, STRUCTURES SHALL BE ADJUSTED OR RECONSTRUCTED TO GRADE USING CLAY BRICKS (704.01), CLASS CC 1 CONCRETE (511) AND/OR CONCRETE MORTAR (602). AS NECESSARY, AND BY RESETTING THE EXISTING FRAME IN A BED OF CONCRETE MORTAR OR CLASS CC 1 CONCRETE. EXCEPT FOR EXISTING PRECAST SANITARY SEWER MANHOLES, NO GRADE RINGS OR METAL ADJUSTING RINGS (CASTINGS) ARE PERMITTED. MAXIMUM CONCRETE MORTAR THICKNESS IS 1-1/2".

EXISTING SANITARY SEWER MANHOLES SHALL BE RECONSTRUCTED TO GRADE USING A FOUR (4) INCH MINIMUM TO TWELVE (12) INCH MAXIMUM DEPTH OF EXISTING AND/OR PROPOSED GRADE RINGS (706.13) IN LIEU OF BRICK OR CLASS CC 1 CONCRETE. GROUT BETWEEN GRADE RINGS AND ON THE OUTSIDE OF THE GRADE RINGS. SET THE MANHOLE FRAME IN A FINISHED MORTAR BED WITH A FLUSH MORTAR JOINT. WHERE NECESSARY, RECONSTRUCTION WORK SHALL BE ACCOMPLISHED BY THE REMOVAL AND/OR ADDITION OF FOUR (4) FOOT DIAMETER PRECAST MANHOLE RISER SECTIONS (706.13). IN ADDITION, APPROVED CHIMNEY SEALS (PER SECTION 8.209E OF THE CUYAHOGA COUNTY UNIFORM STANDARDS FOR SEWERAGE) SHALL BE INSTALLED AFTER THE EXISTING PRECAST SANITARY SEWER MANHOLES HAVE BEEN RECONSTRUCTED TO GRADE.

ITEM 611 - STRUCTURE ADJUST TO GRADE OR RECONSTRUCT TO GRADE WORK SHALL, WHERE REQUIRED, INCLUDE THE REMOVAL AND REPLACEMENT OF ANY EXISTING CONCRETE BLOCKOUT CURB AND/OR PAVEMENT USING MEDIUM SET (CLASS CC MS) CONCRETE OR, IF APPROVED/DIRECTED BY THE ENGINEER, FAST SET (CLASS CC FS) CONCRETE PER 499.03 OF THE SPECIFICATIONS AND THE "MODIFICATIONS TO ITEM 499 CONCRETE - GENERAL" AS CONTAINED IN THE "SECTION 400 PROPOSAL NOTES" OF THE CUYAHOGA COUNTY ENGINEER SPECIFICATION BOOKLET. TO FACILITATE REMOVAL, THE BLOCKOUT PAVEMENTS SHALL BE SAWED FULL DEPTH (PER 255.03) ALONG THE LIMITS OF THEIR REMOVAL UNLESS OTHERWISE DESIGNATED/DIRECTED BY THE ENGINEER. UNLESS OTHERWISE APPROVED/DIRECTED BY THE ENGINEER, BLOCKOUT PAVEMENT AND LOAD TRANSFER DEVICES SHALL BE REPLACED/INSTALLED IN ACCORDANCE WITH THE CUYAHOGA COUNTY ENGINEER'S CONSTRUCTION DRAWING(S) BP-2-TC (MANHOLES) AND CB-3C OR OTHER APPROPRIATE CATCH BASIN DRAWING(S). UNLESS OTHERWISE DIRECTED/APPROVED BY THE ENGINEER, REPLACE EXCAVATED SUBBASE AND SURGRADE MATERIALS BELOW THE PROPOSED BLOCKOUT PAVEMENT WITH ITEM 513-LOW STRENGTH MORTAR BACKFILL MATERIAL, TYPE 1 EXCEPT THE USE OF FOUNDRY SAND IS STRICTLY PROHIBITED. ALL COSTS ASSOCIATED WITH THE BLOCKOUT REMOVALS/REPLACEMENTS SHALL BE CONSIDERED INCIDENTAL TO THE PER EACH BID ITEMS.

ALL EXISTING CASTINGS FOR STRUCTURES TO BE ADJUSTED OR RECONSTRUCTED TO GRADE SHALL BE FIELD CHECKED AT THE TIME OF CONSTRUCTION AND MARKED SUITABLE FOR SALVAGE AND REUSE OR REPLACED AS DIRECTED BY THE ENGINEER. UNLESS OTHERWISE INDICATED ON THE PLAN, REPLACEMENT CASTINGS ARE PAID UNDER ITEM SPECIAL - MISCELLANEOUS METAL.

THE FOLLOWING GUIDELINES WERE USED TO DETERMINE THE SPECIFIC PLAN LOCATIONS/QUANTITIES OF THE ITEM 611 ADJUST TO GRADE OR RECONSTRUCT TO GRADE WORK:

"ADJUST TO GRADE, AS PER PLAN" INCLUDES ALL WORK SPECIFIED IN 611.10 (D) AS NECESSARY TO RAISE THE EXISTING/NEW CASTING NO MORE THAN ONE (1) FOOT FROM ITS EXISTING ELEVATION OR TO LOWER THE EXISTING/NEW CASTING NO MORE THAN SIX (6) INCHES FROM ITS EXISTING ELEVATION. IN ADDITION, THIS ITEM INCLUDES ANY SUPPORTING WALL REPAIR WORK NECESSARY, UP TO SIX (6) INCHES BELOW THE TOP OF THE EXISTING SUPPORTING WALL.

PAYMENT WILL BE MADE UNDER THE APPROPRIATE STRUCTURE ITEM 611 ADJUSTED TO GRADE, AS PER PLAN.

"RECONSTRUCT TO GRADE, AS PER PLAN" INCLUDES ALL WORK SPECIFIED IN 611.10 (C) AND ALSO INCLUDES EXISTING/NEW CASTINGS RAISED MORE THAN ONE (1) FOOT FROM THEIR EXISTING ELEVATION OR LOWERED MORE THAN SIX (6) INCHES FROM THEIR EXISTING ELEVATION.

THE WORK LIMIT SHALL BE SPECIFIED BY THE ENGINEER AND PAYMENT WILL BE MADE UNDER THE APPROPRIATE STRUCTURE (ITEM 611) RECONSTRUCTED TO GRADE, AS PER PLAN.

BASED ON THE ABOVE GUIDELINES, THE ENGINEER WILL EXAMINE EACH STRUCTURE TO ASSURE THAT THE APPROPRIATE ITEM 611 ADJUST TO GRADE OR RECONSTRUCT TO GRADE WORK IS PERFORMED.

"RECONSTRUCT TO GRADE, AS PER PLAN" WORK SHALL NOT BE PERFORMED UNLESS SPECIFICALLY INDICATED IN THE PLANS OR OTHERWISE ORDERED BY THE ENGINEER. ANY SUCH WORK MADE NECESSARY DUE TO THE CONTRACTOR'S NEGLIGENCE OPERATIONS, AS DETERMINED BY THE ENGINEER, SHALL BE DONE AT THE CONTRACTOR'S EXPENSE.

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GENERAL NOTES

CUY-SHELDON RD.

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DRAINAGE (CONT.)

ITEM 611 - CONDUITS, AS PER PLAN  
ITEM 611 - STRUCTURES, AS PER PLAN

IN ADDITION TO THE REQUIREMENTS OF ITEM 611, AS SET FORTH IN THE CONSTRUCTION AND MATERIAL SPECIFICATIONS, THE FOLLOWING ADDITIONAL RESTRICTIONS SHALL BE MET FOR ITEM 611 - CONDUITS, AS PER PLAN AND ITEM 611 - STRUCTURES, AS PER PLAN:

611.02 (A): DO NOT USE NON-REINFORCED CONCRETE PIPE (706.01) AND VITRIFIED CLAY PIPE (706.08); USE CLASS III MINIMUM FOR REINFORCED CONCRETE CIRCULAR PIPE (706.02). USE CLASS HE-III MINIMUM FOR REINFORCED CONCRETE ELLIPTICAL PIPE (706.04).

611.02 (B): MAXIMUM ALLOWABLE SIZE FOR NON-REINFORCED CONCRETE PIPE (706.01) IS 21". USE CLASS III MINIMUM FOR REINFORCED CONCRETE CIRCULAR PIPE (706.02). USE CLASS HE-III MINIMUM FOR REINFORCED CONCRETE ELLIPTICAL PIPE (706.04). MAXIMUM ALLOWABLE SIZE FOR VITRIFIED CLAY PIPE (706.08) IS 15".

611.02 (C): USE CLASS 3 MINIMUM FOR NON-REINFORCED CONCRETE CIRCULAR PIPE (706.01) WITH A MAXIMUM ALLOWABLE SIZE OF 21". MAXIMUM ALLOWABLE SIZE FOR VITRIFIED CLAY PIPE (706.08) IS 15" AND ONLY EXTRA STRENGTH WILL BE USED.

FOR TYPE B AND TYPE C CONDUITS, FLEXIBLE PVC PIPE USED FOR MAIN LINE AND SERVICE LATERAL SEWER PIPE SHALL ALSO MEET THE REQUIREMENTS OF THE "UNIFORM STANDARDS FOR SEWERAGE IMPROVEMENTS" AND "UNIFORM STANDARDS SEWER DETAILS" AS FOUND AT THE FOLLOWING WEBSITES:

<https://www.cuyahogacounty.gov/publicworks/services/design-and-construction/sanitary-design/sanitary-design-construction-drawings-and-standards>

STORM SEWER MANHOLES CONSTRUCTED FOR THIS PROJECT SHALL HAVE A CUYAHOGA COUNTY NO. 9 FRAME AND EITHER A NO. 28 COVER OR A NO. 37 COVER AS DETAILED ON THE CUYAHOGA COUNTY ENGINEER'S CONSTRUCTION DRAWINGS MW-10C AND MW-1C. STRUCTURAL BACKFILL MATERIAL (703.11) FURNISHED FOR BEDDING AND BACKFILL OPERATIONS SHALL BE LIMITED TO CRUSHED CARBONATE STONE. ALL OTHER EMBANKMENT MATERIAL (203.02.F) FURNISHED FOR NON-STRUCTURAL BACKFILL OPERATIONS SHALL BE LIMITED TO NATURAL GRANULAR MATERIAL (203.02.H) AND RECYCLED PORTLAND CEMENT CONCRETE (RPCC). IN ADDITION TO THE REQUIREMENTS OF 703.16, THE USE OF RPCC IS SUBJECT TO THE RESTRICTIONS OF 203.03(B) AND 203.03(E). BEDDING SHALL BE PLACED AND COMPACTED PER 611.06. THE METHOD OF BACKFILLING SHALL BE PER 611.06. AT THE DIRECTION OF THE ENGINEER AND WITH THE APPROVAL OF THE MAINTAINING AGENCY, ITEM 613 - LOW STRENGTH MORTAR BACKFILL (TYPE 2), AS PER PLAN MAY BE USED IN LIEU OF OR IN CONJUNCTION WITH THE SPECIFIED STRUCTURAL AND NON-STRUCTURAL BACKFILL MATERIAL. SEE THE ITEM 613 - LOW STRENGTH MORTAR BACKFILL (TYPE 2), AS PER PLAN PROPOSAL NOTE CONTAINED IN SECTION 400 OF THE "CUYAHOGA COUNTY ENGINEER SPECIFICATION BOOKLET".

FOR ALL SANITARY SEWER INSTALLATIONS UNDER PAVEMENT (MANHOLES, LATERALS, ETC.), BACKFILL MATERIAL FURNISHED FOR BEDDING AND BACKFILL OPERATIONS SHALL BE LIMITED TO ITEM 613 - LOW STRENGTH MORTAR BACKFILL (TYPE 2), AS PER PLAN (SEE THE ITEM 613 - LOW STRENGTH MORTAR BACKFILL (TYPE 2), AS PER PLAN PROPOSAL NOTE CONTAINED IN SECTION 400 OF THE "CUYAHOGA COUNTY ENGINEER SPECIFICATION BOOKLET"). PRECAST CONCRETE SANITARY MANHOLES FOR 42" PIPE AND SMALLER SHALL MEET THE REQUIREMENTS OF THE CURRENT "UNIFORM STANDARDS FOR SEWERAGE IMPROVEMENTS" AND "UNIFORM STANDARDS SEWER DETAILS" AS FOUND AT THE FOLLOWING WEBSITES:

<https://www.cuyahogacounty.gov/publicworks/services/design-and-construction/sanitary-design/sanitary-design-construction-drawings-and-standards>

PROVIDE 706.11 JOINTS FOR ALL CONCRETE PIPE (706.01, 706.02, 706.04 AND 706.05) AND FOR ALL PRECAST MANHOLE OR CATCH BASIN SECTIONS. PROVIDE 706.12 JOINTS FOR VITRIFIED CLAY PIPE (706.08 EXTRA STRENGTH).

ITEM 605 - 6" BASE PIPE UNDERDRAINS WITH GEOTEXTILE FABRIC, AS PER PLAN

THE FOLLOWING PIPE MATERIAL TYPES MAY BE USED FOR SIX (6) INCH PERFORATED UNDERDRAIN PIPE: 706.06, 706.08, 707.31, 707.41, 707.42 (PERFORATED PER 707.31) AND 707.45 (PERFORATED PER 707.31).

THE FOLLOWING SMOOTH INTERIOR-WALLED PIPE MATERIAL TYPES MAY BE USED FOR FOUR (4) INCH PERFORATED UNDERDRAIN PIPE: 706.06, 706.08, 707.41, 707.42 (PERFORATED PER 707.31) AND 707.45 (PERFORATED PER 707.31).

THE SIZE OF UNDERDRAIN PIPE SHALL NOT BE REDUCED FROM THE SIZE SPECIFIED IN THE PLANS/PROPOSAL.

GRANULAR BACKFILL MATERIAL SHALL BE LIMITED TO LIMESTONE.

THE GEOTEXTILE FABRIC SHALL BE A NON-WOVEN OR MONOFILAMENT WOVEN GEOTEXTILE FABRIC MEETING THE REQUIREMENTS OF AASHTO M 286, TABLE 1 (CLASS 3) AND TABLE 2.

WHEN ENCOUNTERED WITHIN THE PROPOSED UNDERDRAIN TRENCH EXCAVATION, THE COST FOR REMOVAL AND DISPOSAL OF EXISTING UNDERDRAIN PIPE SHALL BE INCLUDED UNDER THIS ITEM.

SEE DETAIL ON THE CUYAHOGA COUNTY ENGINEER'S CONSTRUCTION DRAWING MD-1C.

CROSSINGS AND CONNECTIONS TO EXISTING PIPES AND UTILITIES

WHERE PLANS PROVIDE FOR A PROPOSED CONDUIT TO BE CONNECTED TO, OR CROSS OVER OR UNDER AN EXISTING SEWER OR UNDERGROUND UTILITY, LOCATE THE EXISTING PIPES OR UTILITIES BOTH AS TO LINE AND GRADE BEFORE STARTING TO LAY THE PROPOSED CONDUIT.

IF IT IS DETERMINED THAT THE ELEVATION OF THE EXISTING CONDUIT, OR EXISTING APPURTENANCE TO BE CONNECTED, DIFFERS FROM THE PLAN ELEVATION OR RESULTS IN A CHANGE IN THE PLAN CONDUIT SLOPE, NOTIFY THE ENGINEER BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROPOSED CONDUIT WHICH WILL BE AFFECTED BY THE VARIANCE IN THE EXISTING ELEVATIONS.

IF IT IS DETERMINED THAT THE PROPOSED CONDUIT WILL INTERSECT AN EXISTING SEWER OR UNDERGROUND UTILITY IF CONSTRUCTED AS SHOWN ON THE PLAN, NOTIFY THE ENGINEER BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROPOSED CONDUIT WHICH WOULD BE AFFECTED BY THE INTERFERENCE WITH AN EXISTING FACILITY.

PAYMENT FOR ALL THE OPERATIONS DESCRIBED ABOVE IS INCLUDED IN THE CONTRACT PRICE FOR THE PERTINENT 611 CONDUIT ITEM.

ITEM 611 - CATCH BASIN MISC.: CUYAHOGA COUNTY 3C

THIS ITEM CONSISTS OF FURNISHING AND INSTALLING A CUYAHOGA COUNTY 3C CATCH BASIN IN ACCORDANCE WITH CUYAHOGA COUNTY STANDARD CONSTRUCTION DRAWING CB-3C, COMPLETE IN PLACE.

PAYMENT FOR THE ABOVE WORK SHALL BE MADE AT THE CONTRACT UNIT PRICE BID FOR ITEM 611 - CATCH BASIN MISC.: CUYAHOGA COUNTY 3C, EACH, AND SHALL INCLUDE ALL LABOR, TOOLS, EQUIPMENT AND MATERIALS NECESSARY TO CONSTRUCT A COMPLETE AND FUNCTIONAL CATCH BASIN IN ACCORDANCE WITH THE REQUIREMENTS OF THE CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS.

PAVEMENT

ITEMS 302, 441, TYPE 1, (448), PG70-22M, 441, TYPE 2, (448), 441, TYPE 1, (449), PG64-22, AS PER PLAN

USE OF RECLAIMED ASPHALT CONCRETE PAVEMENT IS LIMITED TO A MAXIMUM OF 10% FOR SURFACE COURSES. USE OF RECLAIMED ASPHALT SHINGLES ARE NOT PERMITTED IN ANY ASPHALT CONCRETE COURSE.

THE COARSE AGGREGATE SHALL CONFORM TO 703.04 AND/OR 703.05 B, AS APPLICABLE, EXCEPT THAT GRAVEL WILL NOT BE PERMITTED. AIR-COOLED BLAST FURNACE SLAG AND STEEL SLAG ARE NOT PERMITTED AS WELL.

PRIOR TO PRODUCING THE ASPHALT CONCRETE FOR THIS CONTRACT, SUBMIT A JOB MIX FORMULA (JMF) FOR APPROVAL BY THE ENGINEER. USE A JMF THAT MEETS ALL REQUIREMENTS ESTABLISHED IN THE CONTRACT AND HAS PREVIOUSLY BEEN APPROVED FOR USE ON ODOT WORK. WHERE NO PREVIOUSLY APPROVED (BY ODOT) JMF IS AVAILABLE, DEVELOP A JMF MEETING ALL CRITERIA ESTABLISHED IN THE CONTRACT AND HAVE IT REVIEWED AND APPROVED BY AN INDEPENDENT TESTING LABORATORY PRIOR TO SUBMISSION TO THE ENGINEER. THE INDEPENDENT TESTING LABORATORY SHALL HAVE APPROPRIATELY APPROVED PERSONNEL AND TESTING EQUIPMENT PER ODOT SUPPLEMENT 1041. ALL COST ASSOCIATED WITH THE ABOVE SHALL BE INCLUDED IN THE CUBIC YARD COST OF THE ASPHALT CONCRETE BID ITEMS.

SAMPLING FOR VERIFICATION ACCEPTANCE (M3.06.A) SHALL BE PERFORMED IN ACCORDANCE WITH ODOT SUPPLEMENT 1035 FOR ALL 448 ACCEPTANCE MIXES.

UNLESS OTHERWISE DIRECTED/APPROVED BY THE ENGINEER, CONDUCT DENSITY GAUGE QUALITY CONTROL TESTING ON BOTH THE ITEM 441 ASPHALT CONCRETE SURFACE COURSE AND INTERMEDIATE COURSE MATS ACCORDING TO ODOT SUPPLEMENT 1055 REGARDLESS OF THE NUMBER OF LANES OR LENGTH OF CONTINUOUS PAVING.

ITEM 304 - AGGREGATE BASE, AS PER PLAN

MATERIAL FURNISHED FOR THIS ITEM SHALL BE LIMITED TO CRUSHED CARBONATE STONE.

ITEM 609 - CURB, TYPE 4-C, AS PER PLAN

THE "CLASS OC 1" OR "CLASS OC MISC." CONCRETE SHALL CONFORM TO THE "MODIFICATIONS TO ITEM 499 CONCRETE - GENERAL" AS CONTAINED IN THE "SECTION 400 PROPOSAL NOTES" OF THE "CUYAHOGA COUNTY ENGINEER SPECIFICATION BOOKLET".

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GENERAL NOTES

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**ITEM 614 - MAINTAINING TRAFFIC**

THE MAKING OF THIS IMPROVEMENT REQUIRES THAT THE ROAD BE CLOSED TO THROUGH TRAFFIC. DETOURS SHALL BE AS SHOWN ON SHEET NO. 13.

THE CONTRACTOR SHALL MAINTAIN SAFE AND SATISFACTORY ACCESS TO ABUTTING PROPERTY. THE CONTRACTOR SHALL MAINTAIN ADEQUATE PEDESTRIAN WALKS AT ALL INTERSECTIONS, INCLUDING ASPHALT CONCRETE WALKS, WHERE DIRECTED BY THE ENGINEER.

THE CONTRACTOR SHALL DIVERT TRAFFIC FROM NORMAL CHANNELS BY PLASTIC DRUMS, FLASHING ARROW BOARDS COMPLYING WITH SS621, AND TRAFFIC SIGNS AND WORK ZONE PAVEMENT MARKINGS, AS SHOWN ON SHEET 13.

ALL CONSTRUCTION TRAFFIC CONTROL DEVICES USED FOR THIS PROJECT SHALL CONFORM TO THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, AND SHALL BE FURNISHED, ERECTED, MAINTAINED, AND REMOVED BY THE CONTRACTOR, EXCEPT AS NOTED BELOW.

THE CONTRACTOR SHALL FURNISH AND MAINTAIN ALL NECESSARY SAFEGUARDS, SUCH AS TYPE III BARRICADES, LIGHTING, FLAGGERS, AND SUCH OTHER TRAFFIC CONTROL DEVICES AS PROVIDED IN ITEM 614, MAINTAINING TRAFFIC, SO AS TO AVOID DAMAGE AND/OR INJURY TO VEHICLES AND PERSONS USING THE ROADWAY DURING CONSTRUCTION.

EXISTING TRAFFIC CONTROL DEVICES (SIGNS AND/OR TRAFFIC SIGNALS), LOCATED WITHIN THE WORK AREA, WHICH ARE REQUIRED FOR INTERIM OR PERMANENT TRAFFIC CONTROL, SHALL BE RELOCATED TO POINTS APPROVED BY THE ENGINEER. APPROPRIATE TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED, IN COMPLIANCE WITH THE MANUAL, AT ALL TIMES WHILE TRAFFIC IS MAINTAINED. THE COST OF RELOCATION, IF REQUIRED, SHALL BE INCLUDED IN THE LUMP SUM PRICE BID FOR ITEM 614 - MAINTAINING TRAFFIC.

THE LENGTH AND DURATION OF LANE CLOSURES AND/OR TRAFFIC RESTRICTIONS SHALL BE AT THE APPROVAL OF THE ENGINEER. THE INTENT IS TO MINIMIZE THE IMPACT TO THE TRAVELING PUBLIC. LANE CLOSURES OR RESTRICTIONS OVER SEGMENTS OF THE PROJECT IN WHICH NO WORK IS ANTICIPATED WITHIN A REASONABLE TIME FRAME, AS DETERMINED BY THE ENGINEER, SHALL NOT BE PERMITTED. THE LEVEL OF UTILIZATION OF MAINTENANCE OF TRAFFIC DEVICES SHALL BE COMMENSURATE WITH THE WORK IN PROGRESS.

ALL WORK AND TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH 614 AND OTHER APPLICABLE PORTIONS OF THE SPECIFICATIONS, AS WELL AS THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. PAYMENT FOR ALL LABOR, EQUIPMENT, AND MATERIALS SHALL BE INCLUDED IN THE LUMP SUM CONTRACT PRICE FOR 614 - MAINTAINING TRAFFIC, UNLESS SEPARATELY ITEMIZED IN THE PLAN.

**DETOUR LIMITATION:**

TWO-WAY TRAFFIC WITH A MINIMUM OF ONE LANE IN EACH DIRECTION SHALL BE MAINTAINED AT ALL TIMES, EXCEPT FOR A PERIOD NOT TO EXCEED 210 CONSECUTIVE CALENDAR DAYS, WHEN THROUGH TRAFFIC MAY BE DETOURED AS SHOWN ON SHEET 13. LIQUIDATED DAMAGES SHALL BE ASSESSED (IN ACCORDANCE WITH SECTION 108.07 OF THE CUYAHOGA COUNTY ENGINEER'S GENERAL PROVISIONS) ON THE AMOUNT OF \$900 PER DAY FOR EACH CALENDAR DAY THAT THE ROADWAY REMAINS CLOSED TO TRAFFIC BEYOND THE SPECIFIED LIMIT, WHICH LIMIT SHALL BE CONSIDERED TO CONSTITUTE AN INTERIM COMPLETION DATE FOR THE PURPOSE OF THIS NOTE.

**NOTIFICATION**

THE CONTRACTOR SHALL NOTIFY IN WRITING THE FOLLOWING AGENCIES AT LEAST TWO (2) WEEKS PRIOR TO THE START OF CONSTRUCTION, AND AT LEAST 72 HOURS BEFORE IMPLEMENTING ANY SUBSTANTIAL CHANGE IN TRAFFIC PATTERN OR CLOSING ANY STREET TO TRAFFIC:

- THE CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS - PUBLIC INFORMATION OFFICER
- THE CUYAHOGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
- THE UNITED STATES POSTAL SERVICE, MIDPARK BRANCH
- THE BEREA CITY SCHOOL DISTRICT BOARD OF EDUCATION
- THE CITY OF BROOK PARK AND CITY OF MIDDLEBURG HEIGHTS POLICE, FIRE AND SERVICE DEPARTMENTS

**CONSTRUCTION TRAFFIC**

ALL CONSTRUCTION TRAFFIC SHALL USE ACCEPTABLE TRUCK ROUTES TO ACCESS THE CONSTRUCTION AREA. USE OF LOCAL RESIDENTIAL STREETS IS STRICTLY PROHIBITED UNLESS ALLOWED IN WRITING BY THE LOCAL ENFORCEMENT AUTHORITY.

**ITEM 614 - DETOUR SIGNING, AS PER PLAN**

ADVANCE TRAFFIC SIGNING AND SUPPORTS, INCLUDING DETOUR SIGNING, CONSTRUCTION WORK ZONE APPROACH SIGNING, BARRICADES AND SIGNS SHOWN ON THE PLANS BEYOND THE WORK LIMITS SHALL BE FURNISHED, ERECTED, MAINTAINED, AND SUBSEQUENTLY REMOVED BY THE CONTRACTOR, AND ALL ASSOCIATED COSTS SHALL BE INCLUDED IN THE LUMP SUM BID ITEM 614 - DETOUR SIGNING, AS PER PLAN.

**ITEM 614 - LAW ENFORCEMENT OFFICER (WITH PATROL CAR) FOR ASSISTANCE**

USE OF LAW ENFORCEMENT OFFICERS (LEOS) BY CONTRACTORS OTHER THAN THE USES SPECIFIED BELOW WILL NOT BE PERMITTED AT PROJECT COST. LEOS SHOULD NOT BE USED WHERE OMTUCD INTENDS THAT FLAGGERS BE USED.

IN ADDITION TO THE REQUIREMENTS OF CRMS 614 AND THE OMTUCD, A UNIFORMED LEO WITH AN OFFICIAL PATROL CAR (CAR WITH TOP-MOUNTED EMERGENCY FLASHING LIGHTS AND COMPLETE MARKINGS OF THE APPROPRIATE LAW ENFORCEMENT AGENCY) SHALL BE PROVIDED FOR THE FOLLOWING TRAFFIC CONTROL TASKS:

- DURING THE ENTIRE ADVANCE PREPARATION AND CLOSURE SEQUENCE WHERE COMPLETE BLOCKAGE OF TRAFFIC IS REQUIRED.
- DURING A TRAFFIC SIGNAL INSTALLATION WHEN IMPACTING THE NORMAL FUNCTION OF THE SIGNAL OR THE FLOW OF TRAFFIC, OR WHEN TRAFFIC NEEDS TO BE DIRECTED THROUGH AN ENERGIZED TRAFFIC SIGNAL CONTRARY TO THE SIGNAL DISPLAY (E.G. DIRECTING MOTORISTS THROUGH A RED LIGHT).

IN ADDITION TO THE REQUIREMENT OF CRMS 614 AND THE OMTUCD, A UNIFORMED LEO WITH AN OFFICIAL PATROL CAR (CAR WITH TOP-MOUNTED EMERGENCY FLASHING LIGHTS AND COMPLETE MARKINGS OF THE APPROPRIATE LAW ENFORCEMENT AGENCY) MAY BE PROVIDED FOR THE FOLLOWING TRAFFIC CONTROL TASKS AS APPROVED BY THE ENGINEER:

- FOR LANE CLOSURES: DURING INITIAL SET-UP PERIODS, TEAR DOWN PERIODS, SUBSTANTIAL SHIFTS OF A CLOSURE POINT OR WHEN NEW LANE CLOSURE ARRANGEMENTS ARE INITIATED FOR LONG-TERM LANE CLOSURES/SHIFTS (FOR THE FIRST AND LAST DAY OF MAJOR CHANGES IN TRAFFIC CONTROL SETUP).

IN GENERAL, LEOS SHOULD BE POSITIONED IN ADVANCE OF AND ON THE SAME SIDE AS THE LANE RESTRICTION OR AT THE POINT OF ROAD CLOSURE, AND TO MANUALLY CONTROL TRAFFIC MOVEMENTS THROUGH SIGNALIZED INTERSECTIONS IN WORK ZONES.

LEOS SHOULD NOT FORGO THEIR TRAFFIC CONTROL RESPONSIBILITIES TO APPREHEND MOTORISTS FOR ROUTINE TRAFFIC VIOLATIONS. HOWEVER, IF A MOTORIST'S ACTIONS ARE CONSIDERED TO BE RECKLESS, THEN PURSUIT OF THE MOTORIST IS APPROPRIATE.

THE LEOS WORK AT THE DIRECTION OF THE CONTRACTOR. THE CONTRACTOR IS RESPONSIBLE FOR SECURING THE SERVICES OF THE LEOS WITH THE APPROPRIATE AGENCIES AND COMMUNICATING THE INTENTIONS OF THE PLANS WITH RESPECT TO DUTIES OF THE LEOS. THE ENGINEER SHALL HAVE FINAL CONTROL OVER THE LEOS' DUTIES AND PLACEMENT, AND WILL RESOLVE ANY ISSUES THAT MAY ARISE BETWEEN THE TWO PARTIES.

ENSURE PROVIDED LEOS HAVE BEEN TRAINED APPROPRIATE TO THE JOB DECISIONS THEY ARE REQUIRED TO MAKE WHILE ON THE PROJECT, IN ACCORDANCE WITH CRMS 614.03.

THE LEO SHALL REPORT IN TO THE CONTRACTOR PRIOR TO THE START OF THE SHIFT, IN ORDER TO RECEIVE INSTRUCTIONS REGARDING SPECIFIC WORK ASSIGNMENTS DURING HIS/HER SHIFT. THE LEO IS EXPECTED TO STAY AT THE PROJECT SITE FOR THE ENTIRE DURATION OF HIS/HER SHIFT. THE LEO SHALL REPORT TO THE CONTRACTOR AT THE END OF HIS/HER SHIFT, SHOULD IT BE NECESSARY TO LEAVE THE PROJECT SITE. THE LEO SHALL NOTIFY THE ENGINEER. THE CONTRACTOR SHALL PROVIDE THE LEO WITH A TWO-WAY COMMUNICATION DEVICE WHICH SHALL BE RETURNED TO THE CONTRACTOR AT THE END OF HIS/HER SHIFT.

LEOS (WITH PATROL CAR) REQUIRED BY THE TRAFFIC MAINTENANCE TASKS ABOVE SHALL BE PAID FOR ON A UNIT PRICE (HOURLY) BASIS UNDER ITEM 614, LAW ENFORCEMENT OFFICER (WITH PATROL CAR) FOR ASSISTANCE. THE FOLLOWING ESTIMATED QUANTITIES HAVE BEEN CARRIED TO THE GENERAL SUMMARY.

ITEM 614, LAW ENFORCEMENT OFFICER (WITH PATROL CAR) FOR ASSISTANCE - 24 HOURS.

THE HOURS PAID SHALL INCLUDE ANY MINIMUM SHOW-UP TIME REQUIRED BY THE LAW ENFORCEMENT AGENCY INVOLVED.

ANY ADDITIONAL COSTS (ADMINISTRATIVE OR OTHERWISE) INCURRED BY THE CONTRACTOR TO OBTAIN THE SERVICES OF AN LEO ARE INCLUDED WITH THE BID UNIT PRICE FOR ITEM 614, LAW ENFORCEMENT OFFICER WITH PATROL CAR FOR ASSISTANCE.

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DESIGN  
DATE

MAINTENANCE OF TRAFFIC NOTES

CUY-SHELDON RD.

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PORTABLE CHANGEABLE MESSAGE SIGNS

THE CONTRACTOR SHALL FURNISH, INSTALL, MAINTAIN AND REMOVE, WHEN NO LONGER NEEDED, TWO (2) CHANGEABLE MESSAGE SIGNS (PCMS), ON SITE, WITH A MINIMUM LEGIBILITY DISTANCE OF 475 FEET, FOR 1 MONTH.

EACH SIGN SHALL BE TRAILER-MOUNTED AND EQUIPPED WITH A FUNCTIONING DIMMING MECHANISM, TO DIM THE SIGN DURING DARKNESS, AND A TAMPER AND VANDAL PROOF ENCLOSURE. EACH SIGN SHALL BE PROVIDED WITH APPROPRIATE TRAINING AND OPERATION INSTRUCTIONS TO ENABLE ON-SITE PERSONNEL TO OPERATE AND TROUBLESHOOT THE UNIT. PCMS TRAILERS SHALL BE DELINEATED ON A PERMANENT BASIS BY AFFIXING CONSPICUITY TAPE CONFORMING TO ODOT 614.03, IN A CONTINUOUS LINE ON THE FACE OF THE TRAILER AS SEEN BY ONCOMING ROAD USERS. THE PCMS SHALL BE LOCATED BY THE CONTRACTOR AT THE DIRECTION OF THE ENGINEER. WHEN NOT IN USE, THE PCMS SHALL BE TURNED OFF. ADDITIONALLY, WHEN NOT IN USE FOR EXTENDED PERIODS OF TIME, THE PCMS SHALL BE TURNED, FACING AWAY FROM TRAFFIC.

ALL MESSAGES TO BE DISPLAYED ON THE PCMS WILL BE PROVIDED BY THE ENGINEER. A LIST OF ALL REQUIRED PRE-PROGRAMMED MESSAGES WILL BE GIVEN TO THE CONTRACTOR AT THE PROJECT PRECONSTRUCTION CONFERENCE. THE PCMS SHALL HAVE THE CAPABILITY TO STORE UP TO 99 MESSAGES. MESSAGE MEMORY OR PRE-PROGRAMMED DISPLAYS SHALL NOT BE LOST AS A RESULT OF POWER FAILURES TO THE ON-BOARD COMPUTER. THE SIGN LEGEND SHALL BE CAPABLE OF BEING CHANGED IN THE FIELD.

THE PCMS SHALL BE MAINTAINED IN GOOD WORKING ORDER BY THE CONTRACTOR IN ACCORDANCE WITH THE PROVISIONS OF ODOT 614.07. THE CONTRACTOR SHALL, PRIOR TO ACTIVATING THE UNIT, MAKE ARRANGEMENTS WITH AN AUTHORIZED SERVICE AGENT FOR THE PCMS, TO ASSURE PROMPT SERVICE IN THE EVENT OF FAILURE. ANY FAILURE SHALL NOT RESULT IN THE SIGN BEING OUT OF SERVICE FOR MORE THAN 12 HOURS, INCLUDING WEEKENDS. FAILURE TO COMPLY MAY RESULT IN AN ORDER TO STOP WORK AND/OR THE CITY TAKING APPROPRIATE ACTION TO SAFELY CONTROL TRAFFIC.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR 24-HOUR-PER-DAY OPERATION AND MAINTENANCE OF THE PCMS FOR THE DURATION OF PROJECT SITE SERVICE.

THE FOLLOWING QUANTITY IS PROVIDED:

ITEM 614, PORTABLE CHANGEABLE MESSAGE SIGN, AS PER PLAN      2 SMMT  
ASSUMING 2 PCMS SIGNS FOR 1 MONTH

PAYMENT FOR THIS ITEM, INCLUDING, BUT NOT LIMITED TO ALL LABOR, MATERIALS, EQUIPMENT, FUELS, LUBRICATING OILS, SOFTWARE, HARDWARE, AND INCIDENTALS TO PERFORM THE ABOVE DESCRIBED WORK SHALL BE INCLUDED IN THE UNIT PRICE BID FOR ITEM 614 - PORTABLE CHANGEABLE MESSAGE SIGN, AS PER PLAN.

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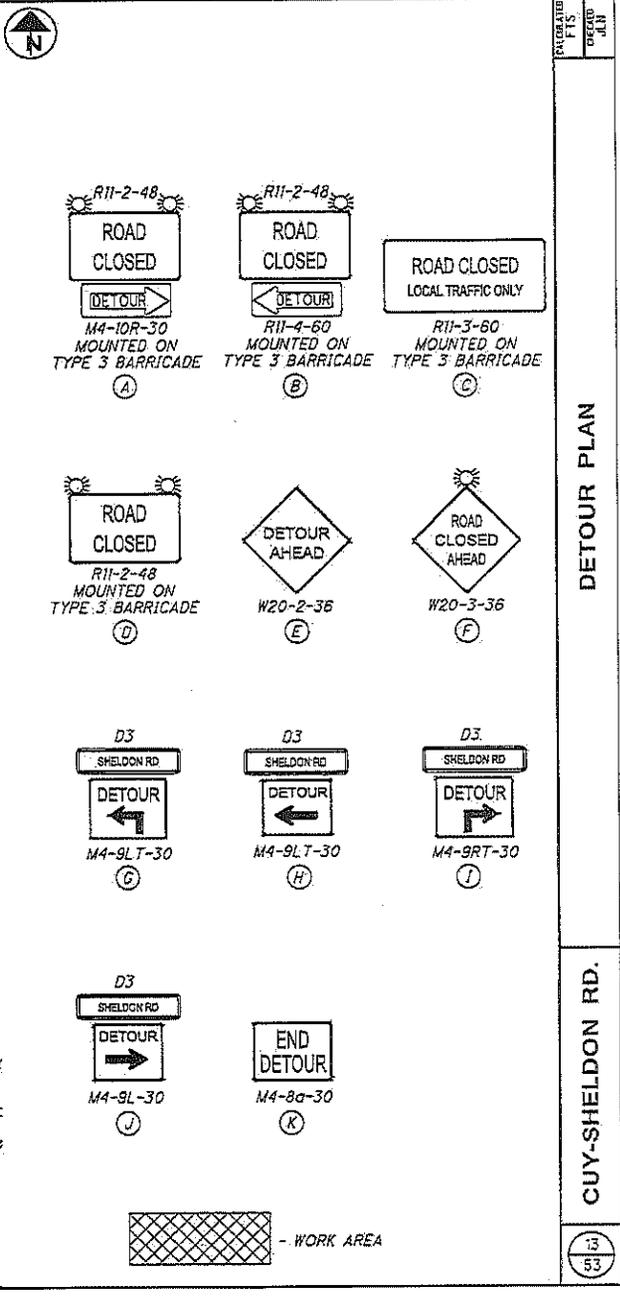
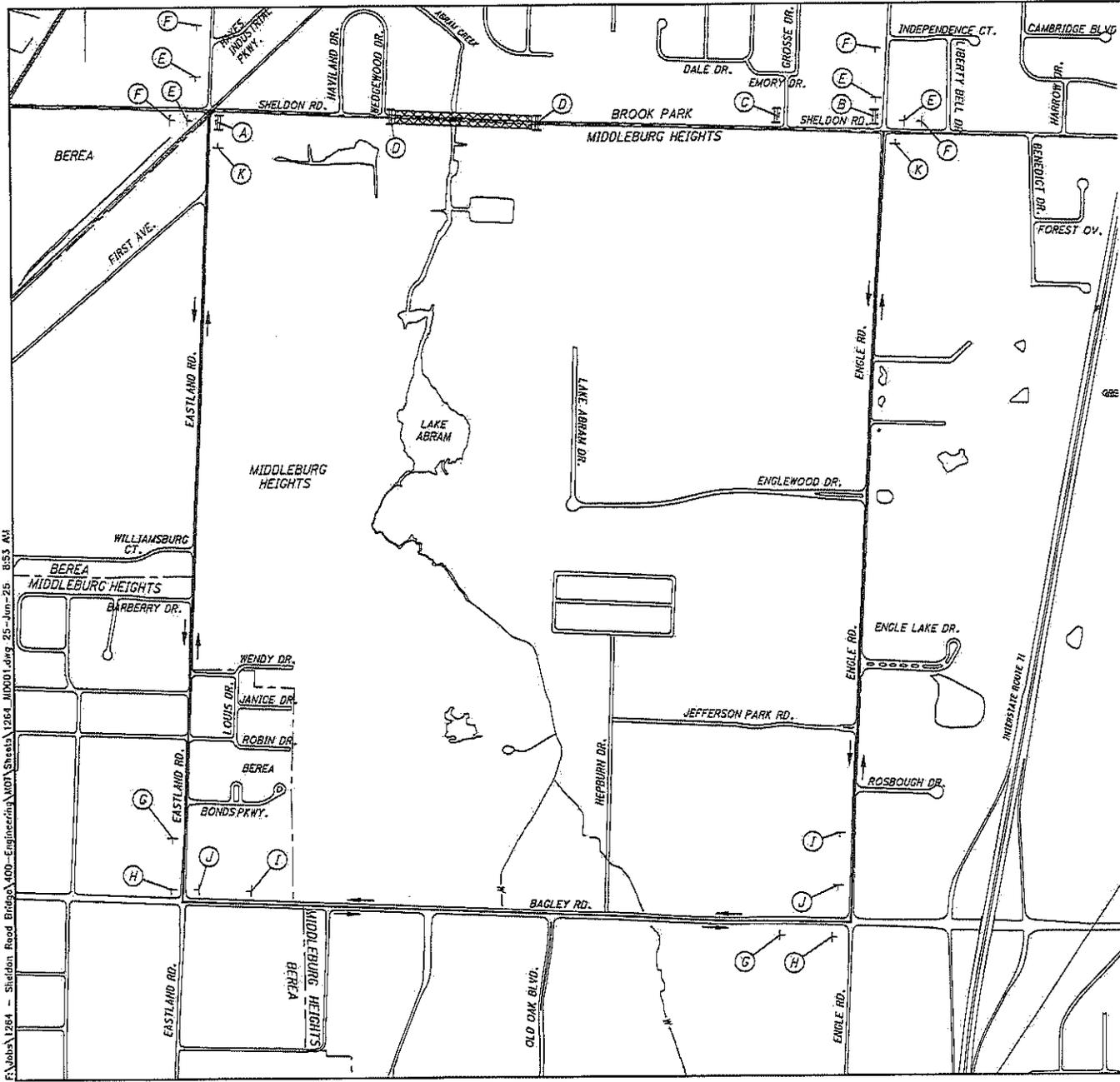
MAINTENANCE OF TRAFFIC NOTES

CUY-SHELDON RD.

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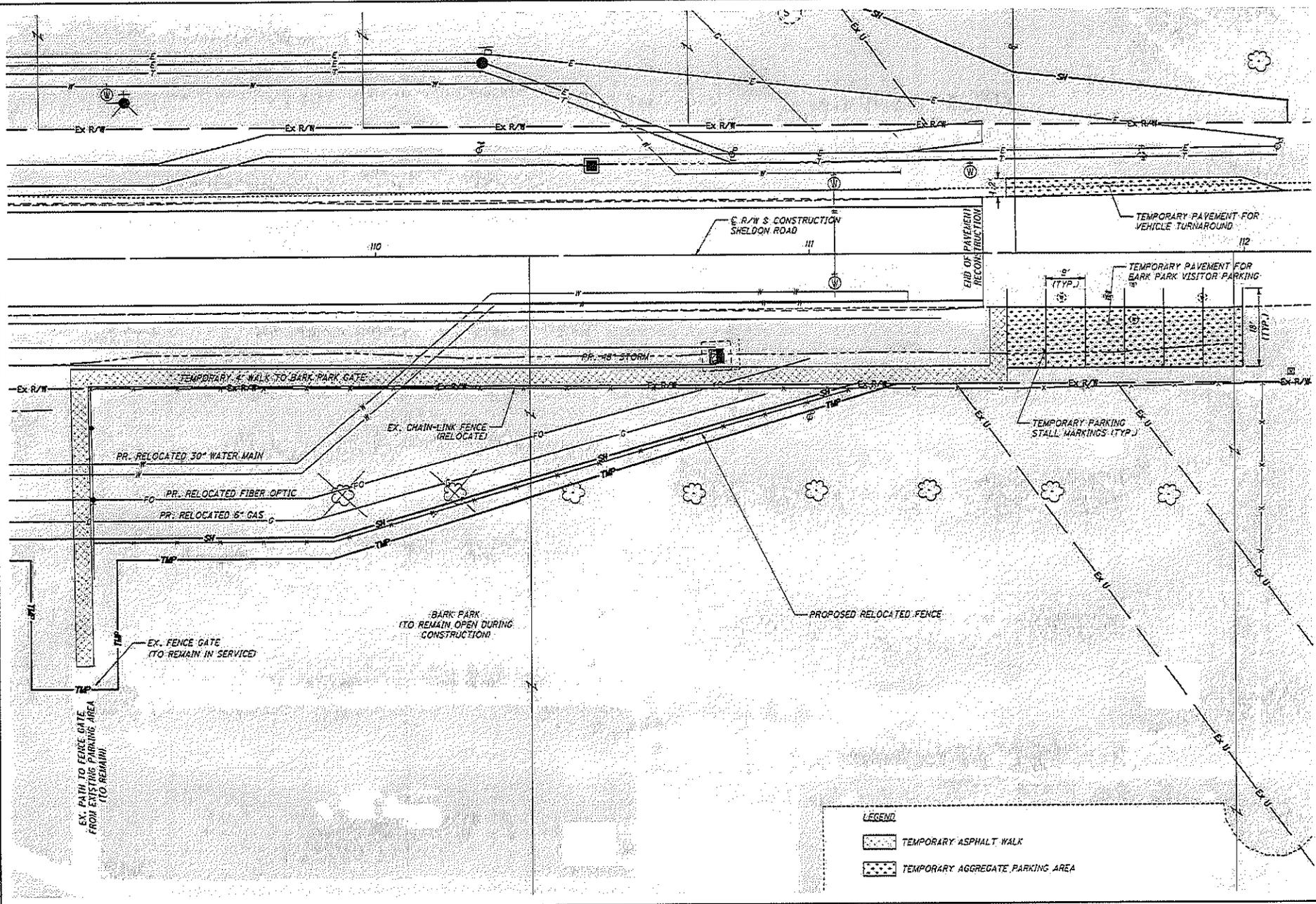
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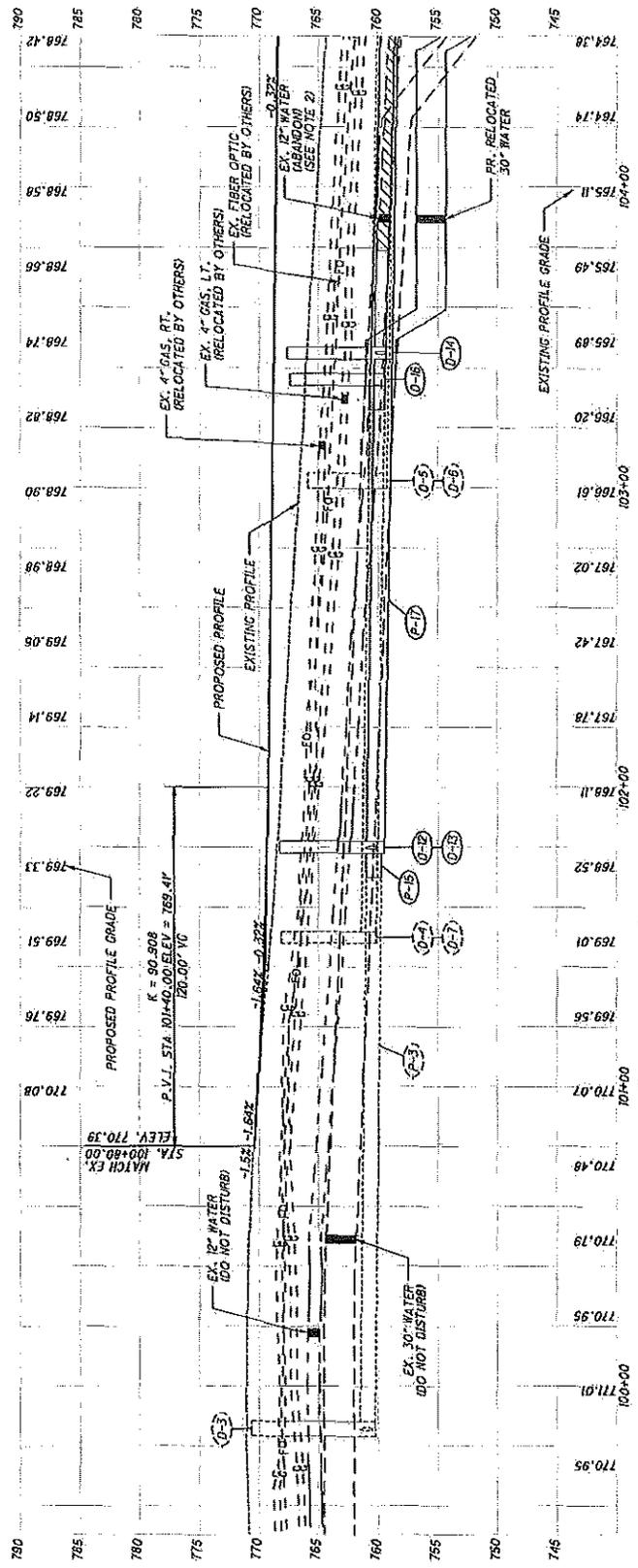
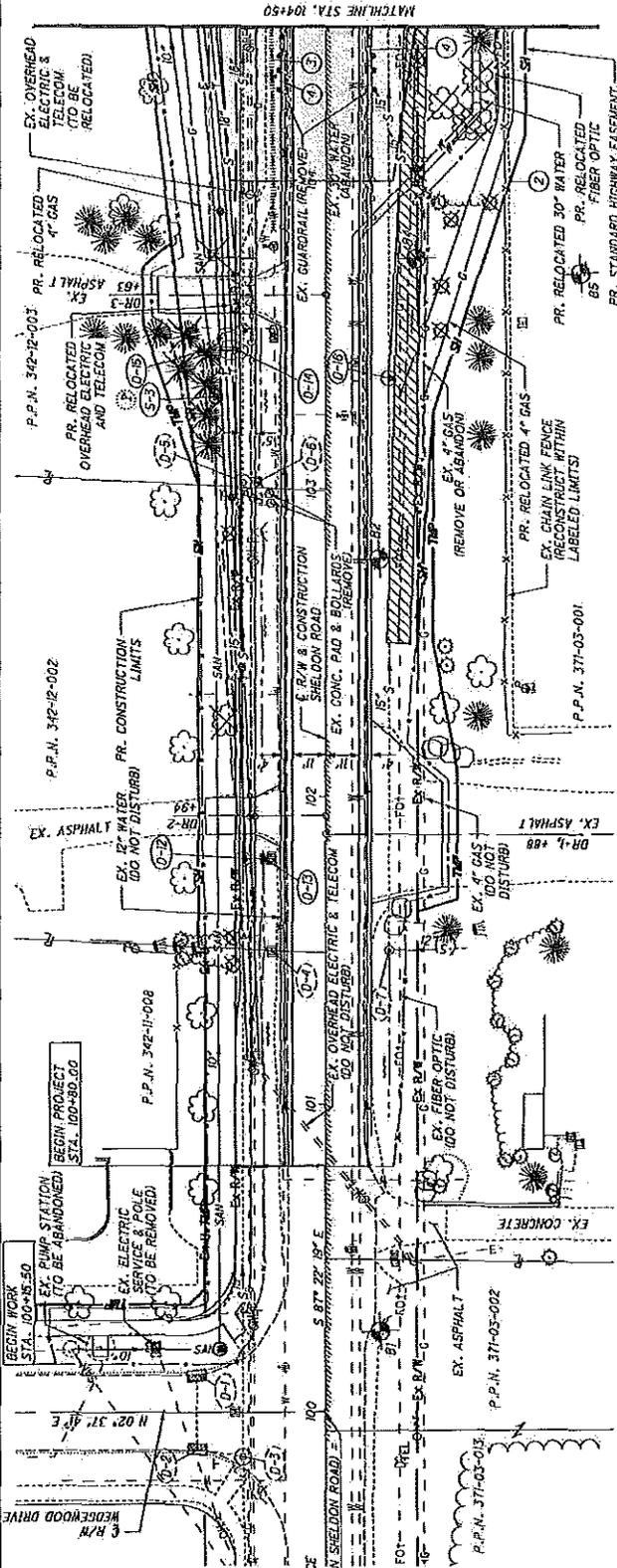
**LEGEND**

- TEMPORARY ASPHALT WALK
- TEMPORARY AGGREGATE PARKING AREA

1" = 20'  
 HORIZONTAL SCALE IN FEET  
 SHEET NO. 14  
 CASE NO. 55  
 DATE 06/25/25

MAINTENANCE OF TRAFFIC - BARK PARK  
 TEMPORARY PARKING & ACCESS

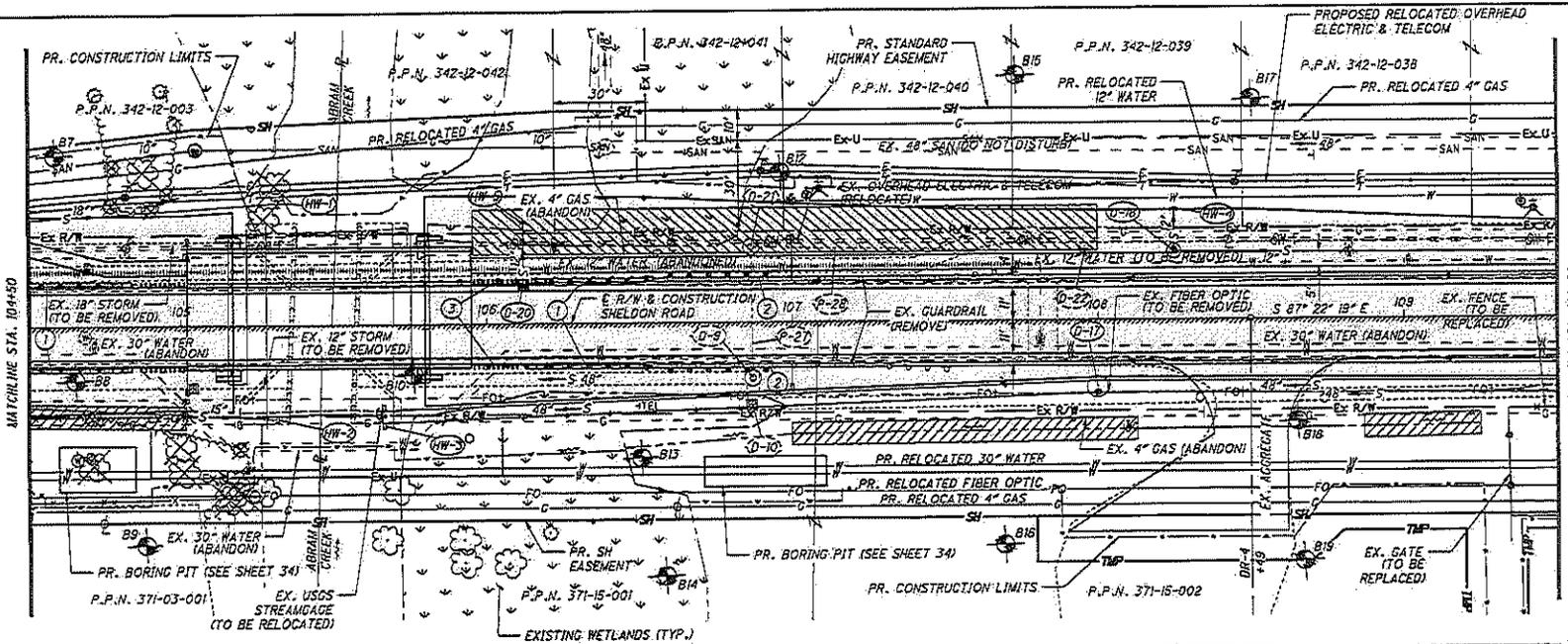
CUY-SHELDON RD.



- LEGEND:**
- ① PR. GUARDRAIL, TYPE MGS EXISTING FENCE TO BE RECONSTRUCTED, BEGIN STA. 104+00
  - ② EX. 12" WATER GAS/ABANDON
  - ③ PR. ANCHOR ASSEMBLY, MGS TYPE E
  - ④ VEGETATED BIOFILTER
  - ⑤ EX. DRAINAGE STRUCTURE
  - ⑥ PR. DRAINAGE STRUCTURE
  - ⑦ MAILBOX - REMOVE & REPLACE STA. 100+00 (E. R/W & CONSTRUCTION SHELDON ROAD) = E. R/W WEDGEWOOD DRIVE
- NOTES:**
1. FOR COMPLETE STORM SEWER INFORMATION, SEE SHEETS 30-32.
  2. EXISTING 12" WATER ON NORTH SIDE HAS PREVIOUSLY BEEN ABANDONED FROM APPROXIMATELY STA. 104+44 TO STA. 106+44.

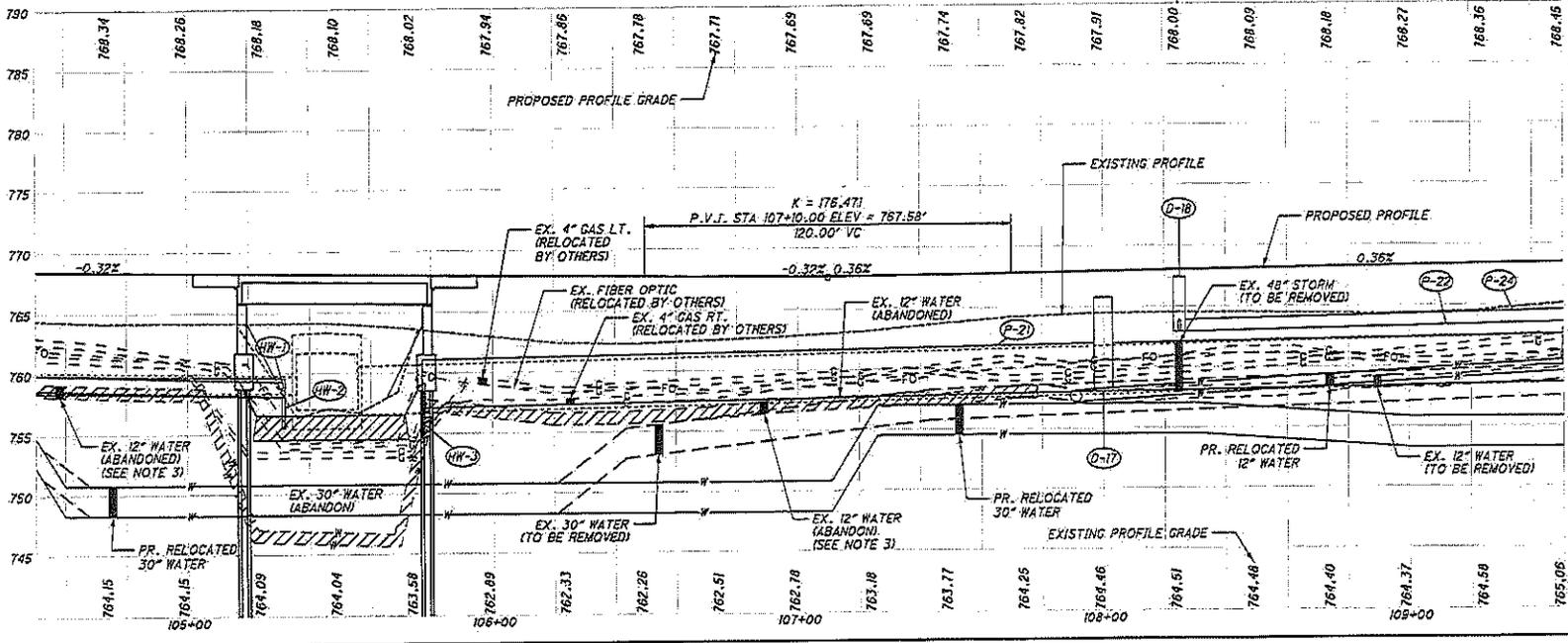
LEGEND:  
 PROF. LIGHTWEIGHT EMBANKMENT FOOTPRINT

LEGEND:  
 PROF. LIGHTWEIGHT EMBANKMENT FOOTPRINT



- NOTES:**
1. ALL UNDERGROUND RELOCATED UTILITIES TO BE TRENCHLESS CONSTRUCTION WITHIN ABRAM CREEK AND WETLAND LIMITS.
  2. FOR COMPLETE STORM SEWER INFORMATION, SEE SHEETS 30-32.
  3. EXISTING 12" WATER ON NORTH SIDE HAS PREVIOUSLY BEEN ABANDONED FROM APPROXIMATELY STA. 104+44 TO STA. 106+44.

- LEGEND**
- ① PR. GUARDRAIL, TYPE MGS
  - ② PR. ANCHOR ASSEMBLY, MGS TYPE E
  - ③ PR. BRIDGE TERMINAL ASSEMBLY, TYPE 1
- VEGETATED BIOFILTER
  - VEGETATED FILTER STRIP
  - WETLANDS
  - PROP. LIGHTWEIGHT EMBANKMENT FOOTPRINT



VERTICAL SCALE IN FEET

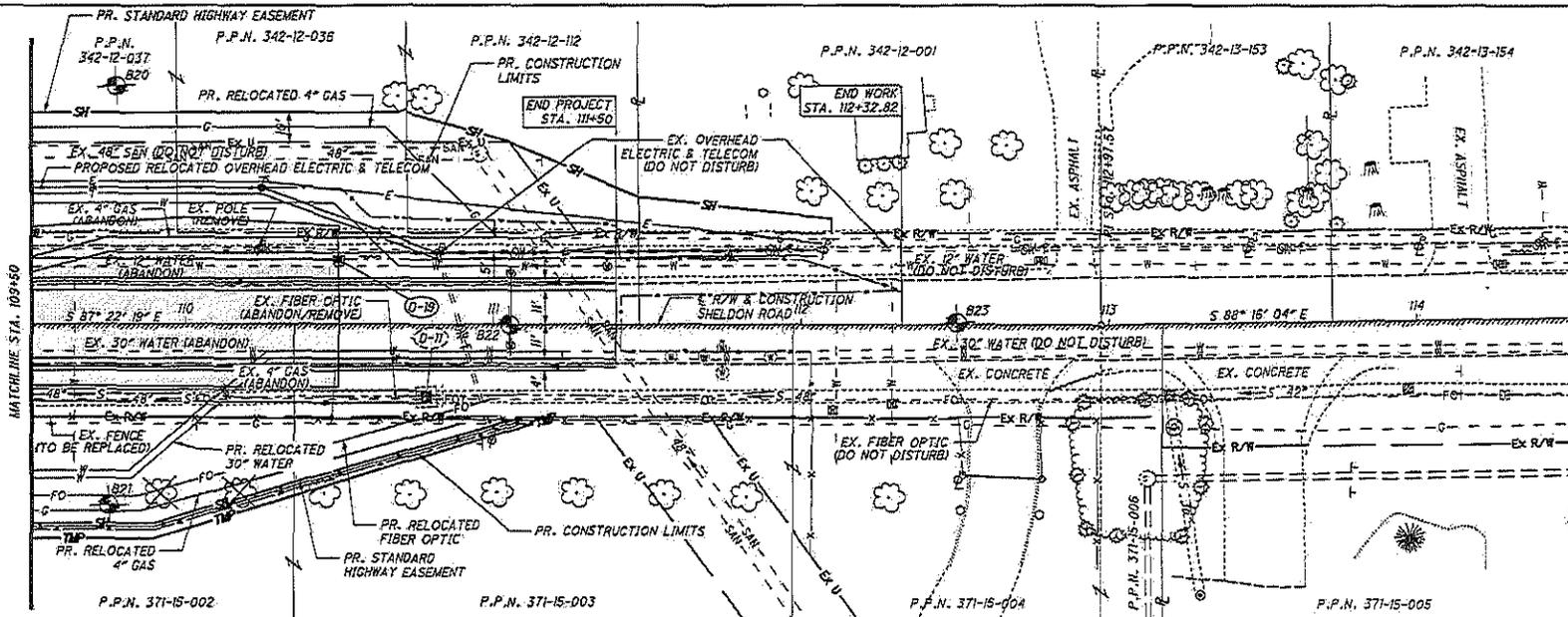
PLAN AND PROFILE

STA. 104+50 TO STA. 109+50

CUY-SHELDON RD.

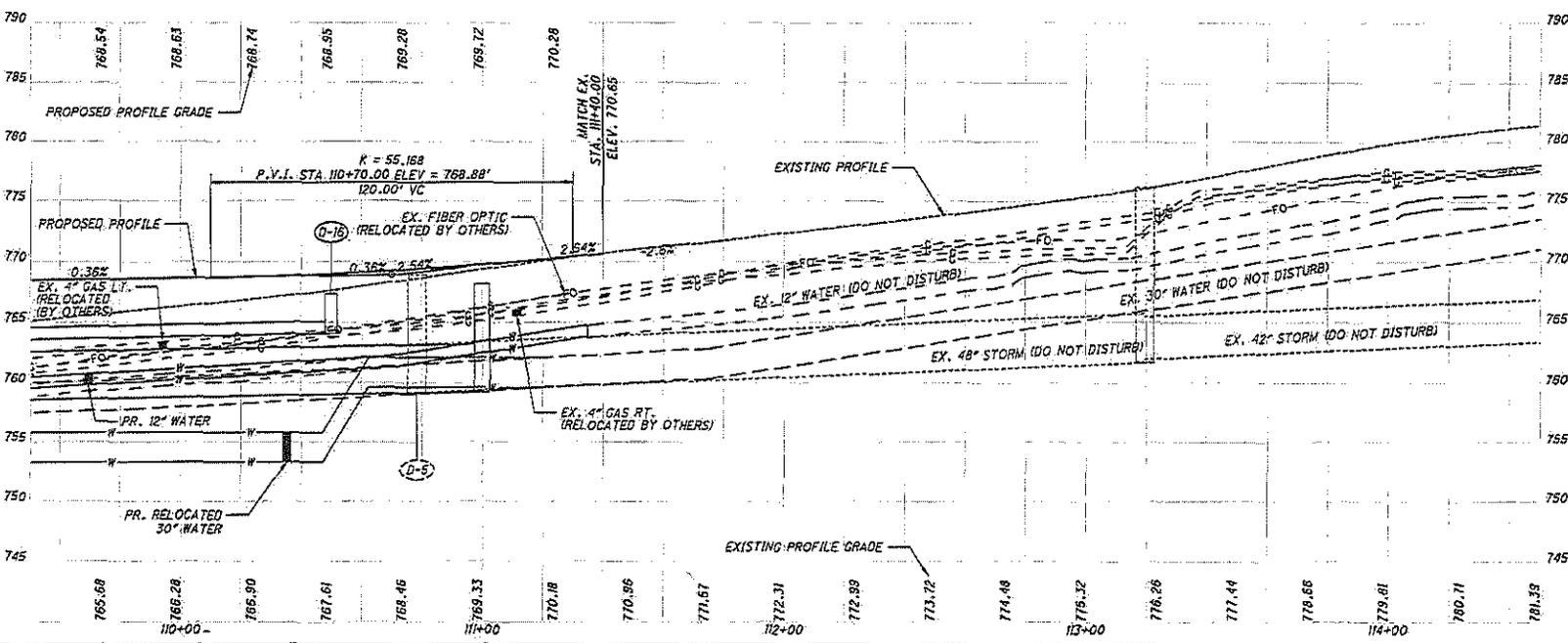
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**NOTES:**  
 1. FOR COMPLETE STORM SEWER INFORMATION, SEE SHEETS 30-32.

PROF. LIGHTWEIGHT EMBANKMENT FOOTPRINT

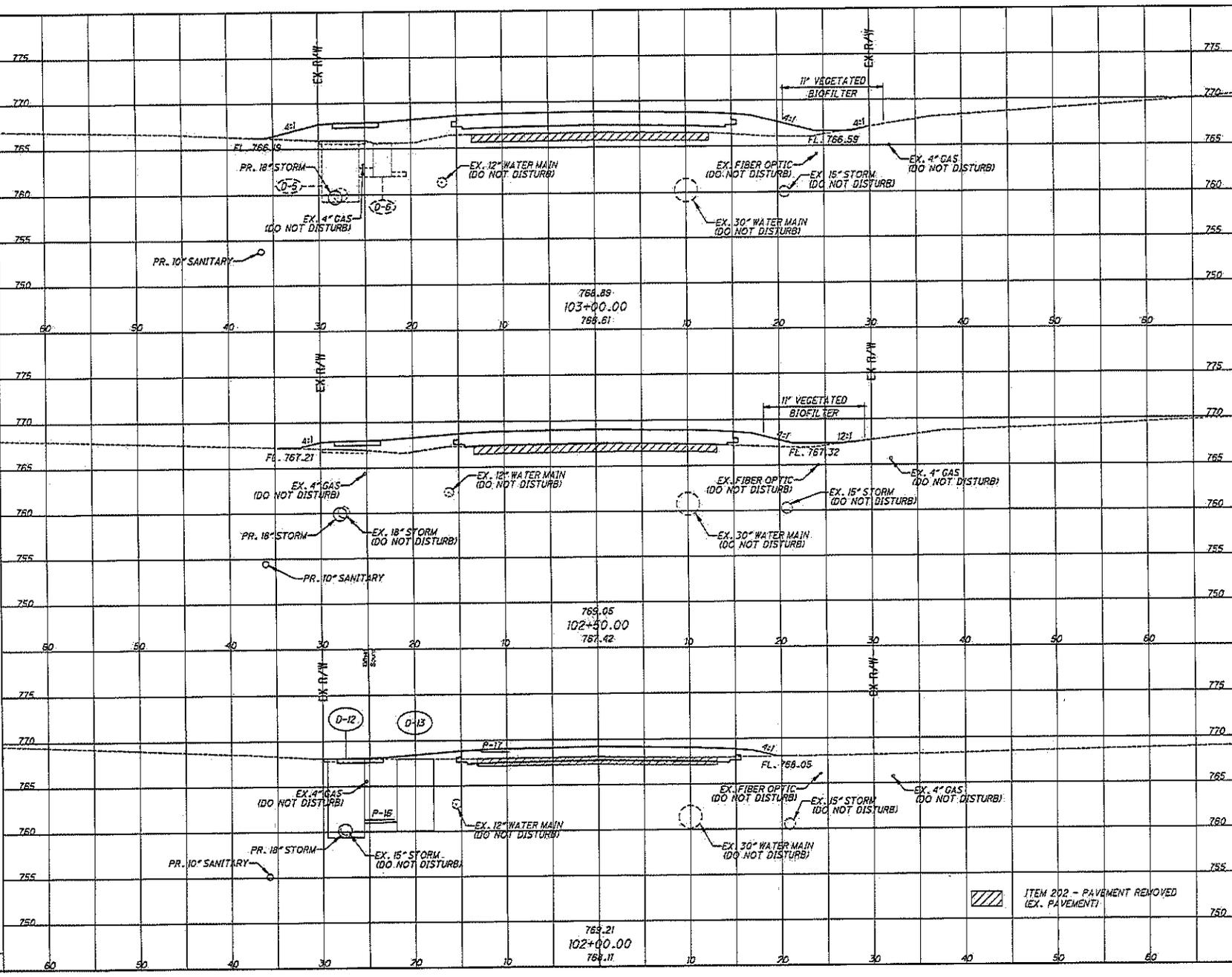


PLAN AND PROFILE  
 STA. 109+50 TO STA. 114+50

CUY-SHELDON RD.



SEEDING  
 END 30.00  
 WIDTH 100.00  
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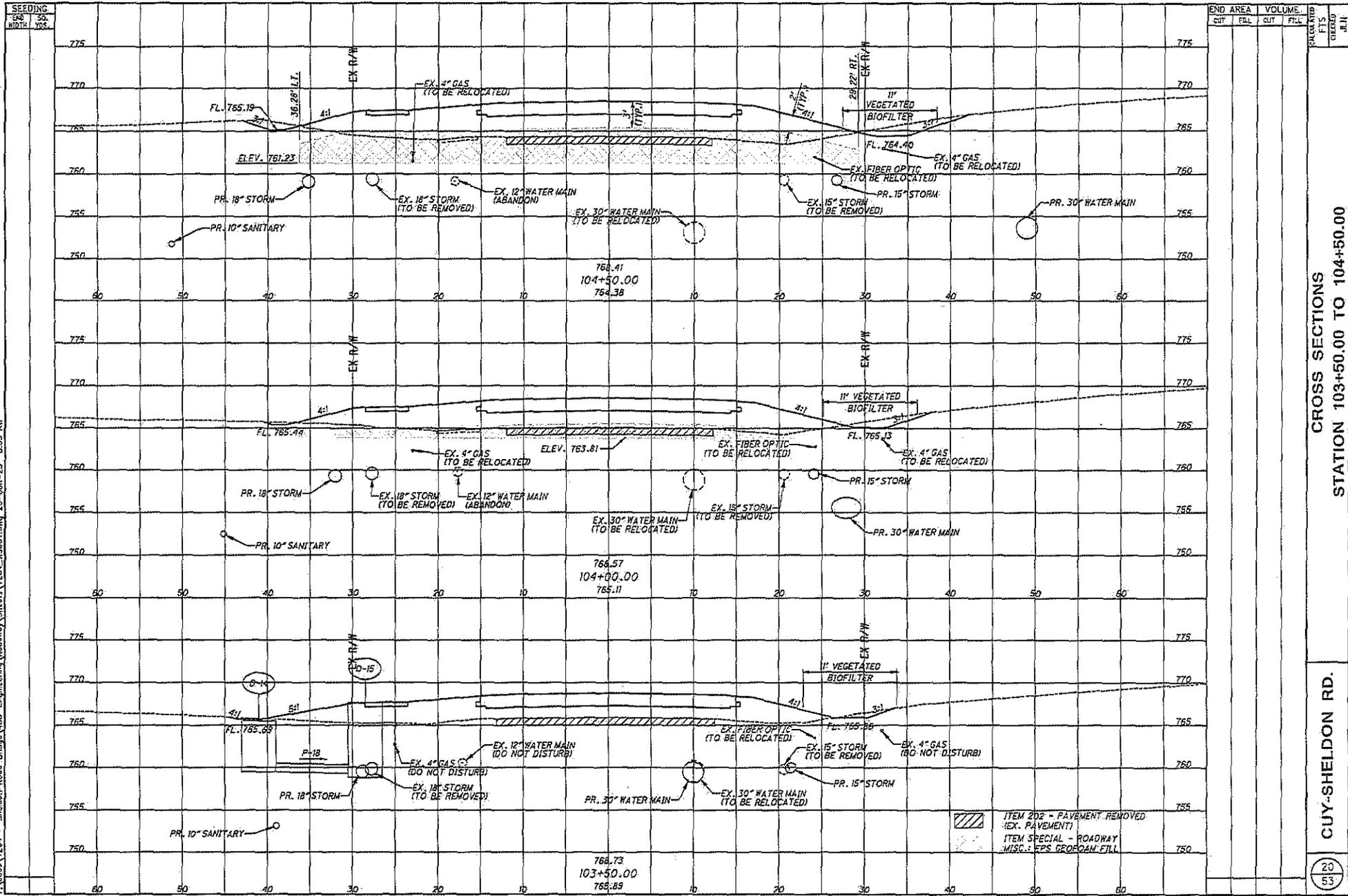
STATION	END AREA		VOLUME		CALCULATED	F.T.S.	THICK	J.L.N.
	CUT	FILL	CUT	FILL				
103+00.00								
102+30.00								
102+00.00								

CROSS SECTIONS  
 STATION 102+00.00 TO 103+00.00

CUY-SHELDON RD.

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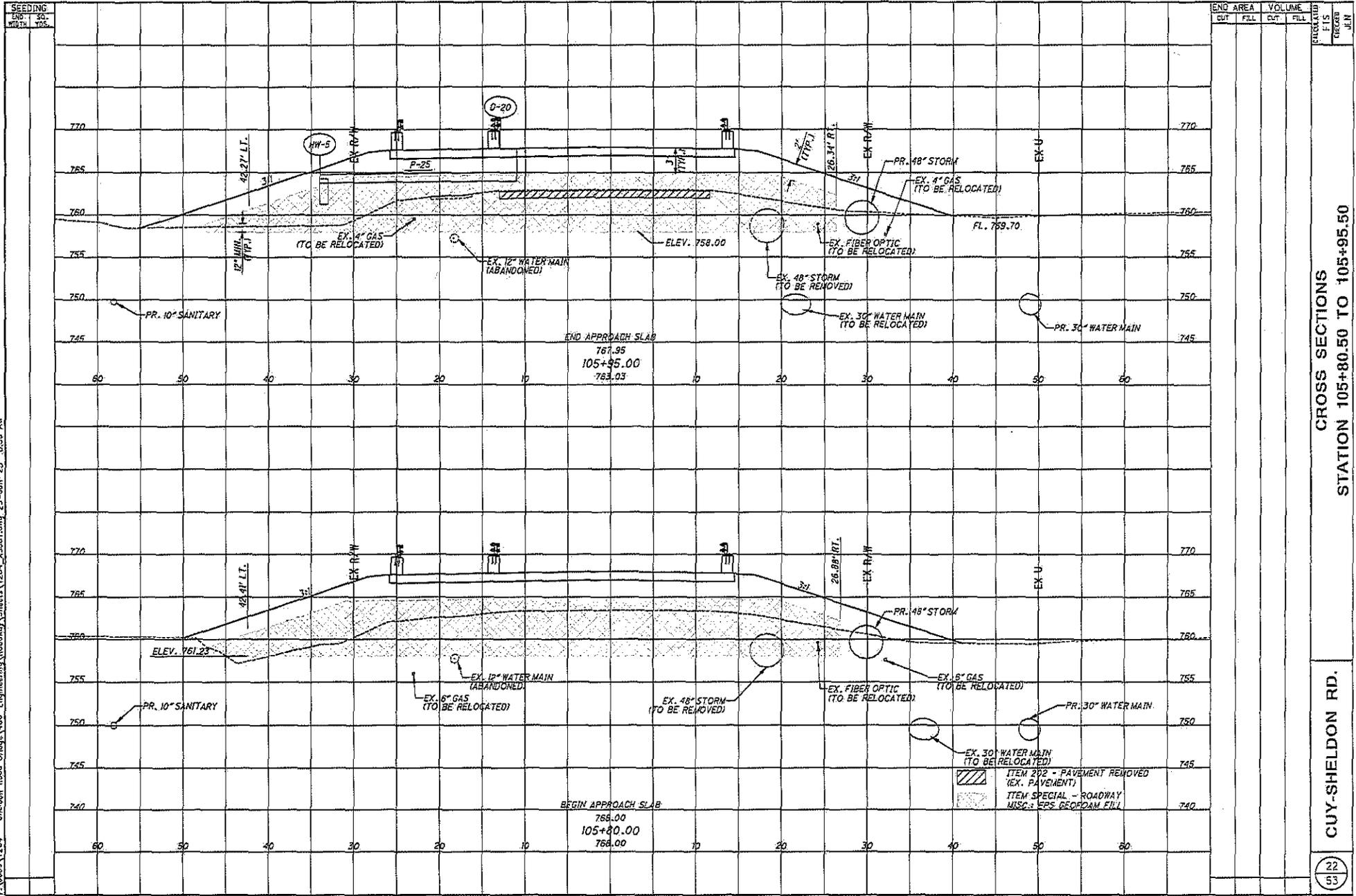


CROSS SECTIONS  
STATION 103+50.00 TO 104+50.00

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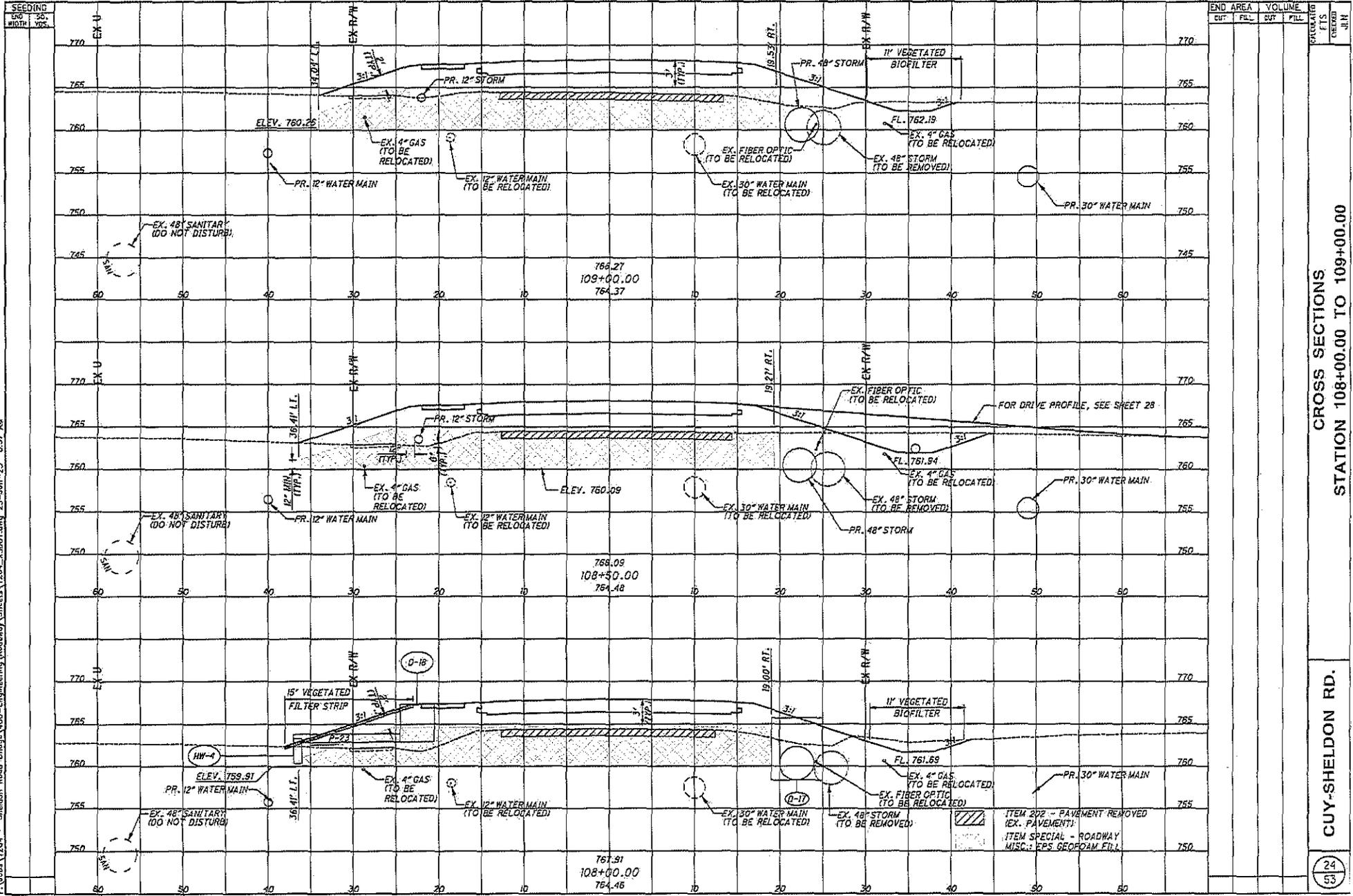


CROSS SECTIONS  
STATION 105+80.50 TO 105+95.50

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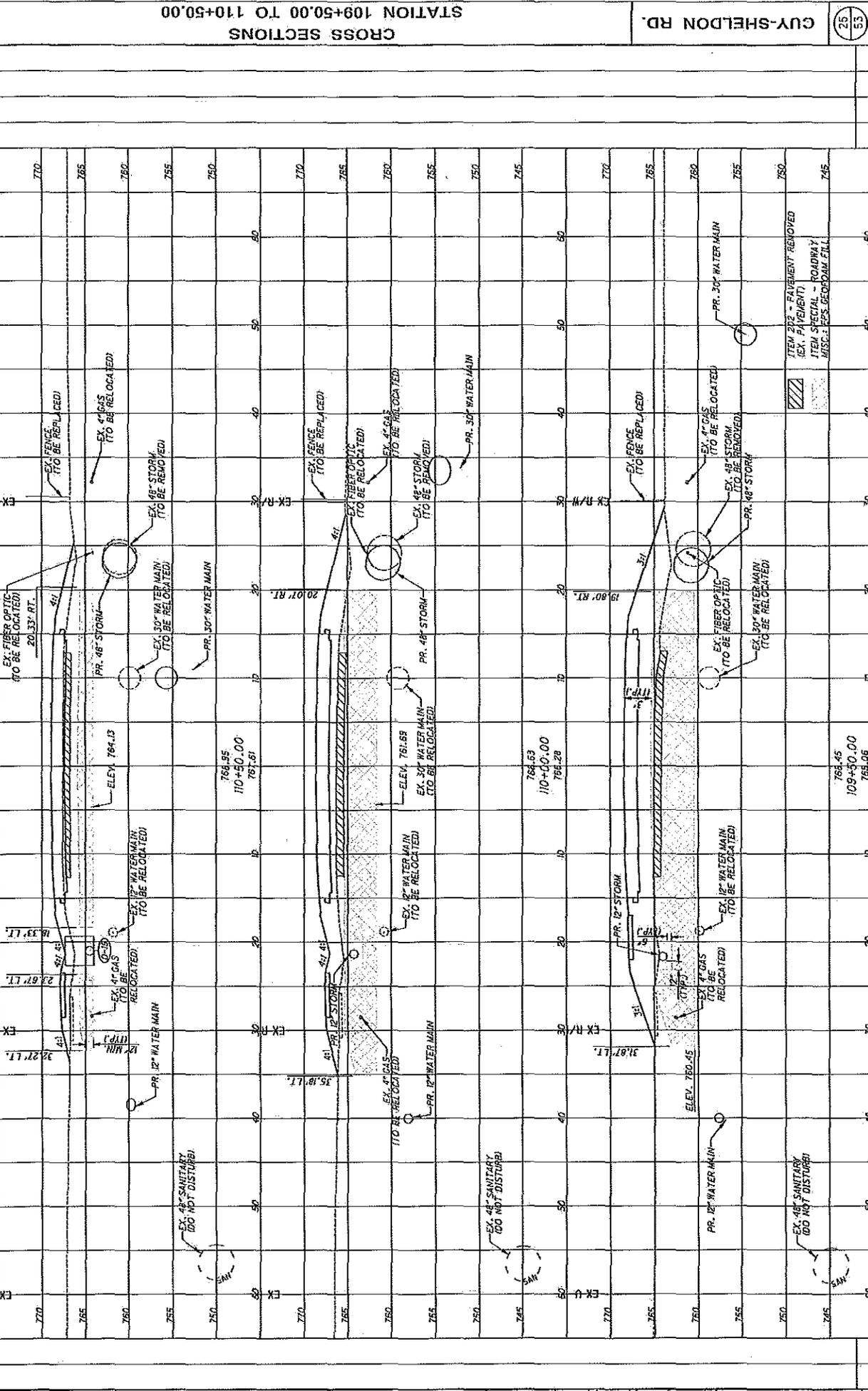


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CROSS SECTIONS  
 STATION 108+00.00 TO 109+00.00  
 CUY-SHELDON RD.

SECTION	START STA.	END STA.	VOLUME	DATE	BY	CHKD.
100	109+50.00	110+50.00	110	25	JUN	25



STATION	ELEVATION	REMARKS
775	768.95	110+50.00
770	768.81	
765	768.63	110+00.00
760	768.28	
755	768.45	109+50.00
750	768.06	

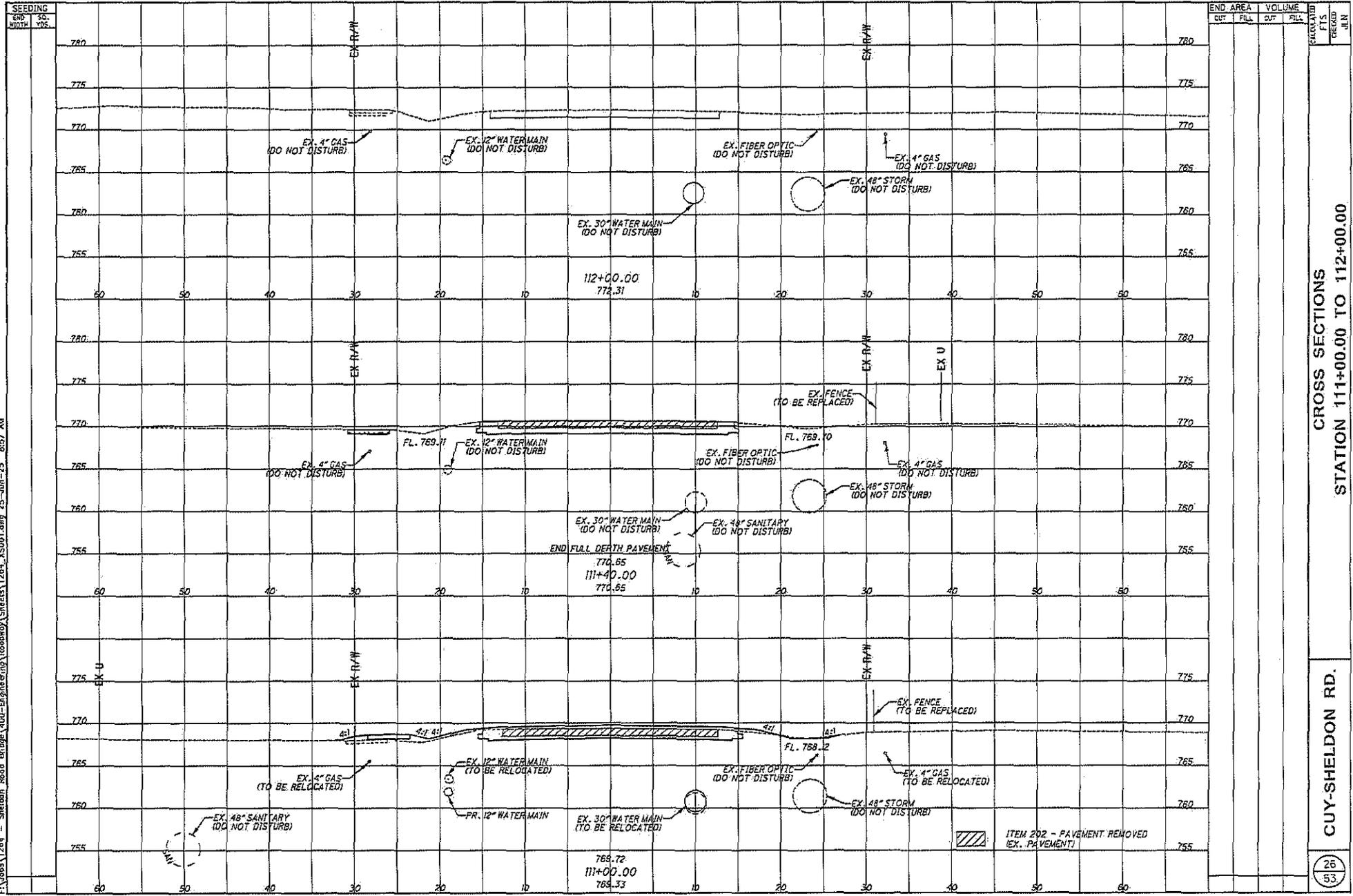
STATION 109+50.00 TO 110+50.00

CROSS SECTIONS

CUY-SHELDON RD.

29 53

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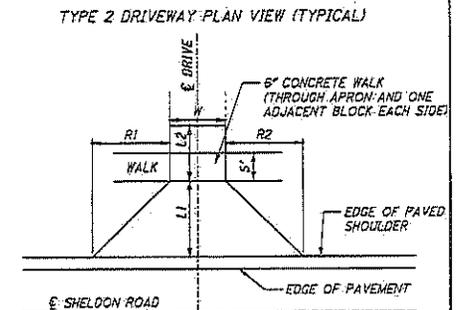
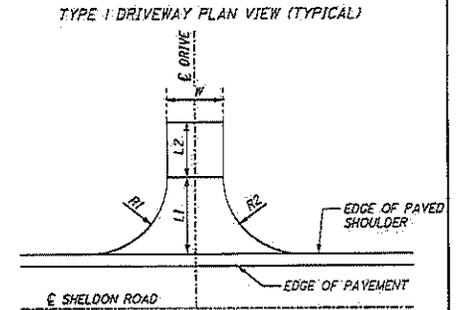
SHEET NO.	REFERENCE NO.	STATION	SIDE	DRIVE TYPE	DRIVE MATERIAL	DRIVE ANGLE	APRON LENGTH '1'	DRIVE LENGTH '2'	WIDTH 'W'	R1 (LEFT SIDE RADIUS OR APRON FLARE OF DRIVE LOOKING FROM E)	R2 (RIGHT SIDE RADIUS OR APRON FLARE OF DRIVE LOOKING FROM E)	CAND GENERATED SURFACE AREA	202	203	203	204	304	441	441	452			
													PAYEMENT REMOVED	EXCAVATION	EMBARRMENT	SUBGRADE COMPACTION	AGGREGATE BASE	ASPHALT CONCRETE SURFACE COURSE TYPE 1, (449), (DRIVEWAYS)	ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449), (DRIVEWAYS)	6" NON-REINFORCED CONCRETE PAYEMENT			
SHELDON ROAD													SY	CY	CY	SY	CY	CY	SY	SY			
15	DR-1	101+88	RT	COMM.	ASPH.	90°	25.0	0.0	34.0	22.1	5.9	1200											
15	DR-2	101+94	LT	RES.	ASPH.	90°	10.5	16.5	12.0	5.0	5.0	376											
15	DR-3	103+83	LT	RES.	ASPH.	90°	10.5	31.5	12.0	5.0	5.0	556											
16	DR-4	108+49	RT	FIELD	AGG.	90°	25.0	32.0	24.0	25.0	25.0	2404											
<b>TOTALS CARRIED TO GENERAL SUMMARY</b>																							

**FIELD DRIVES:**  
 ITEM 304 - 6" AGGREGATE BASE  
 ITEM 204 - SUBGRADE COMPACTION

**RESIDENTIAL DRIVES:**  
 ASPHALT  
 ITEM 441 - 2" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), (DRIVEWAYS)  
 ITEM 304 - 6" AGGREGATE BASE  
 ITEM 204 - SUBGRADE COMPACTION

**COMMERCIAL DRIVES:**  
 ASPHALT  
 ITEM 441 - 1 1/4" ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (449), (DRIVEWAYS)  
 ITEM 407 - TACK COAT  
 ITEM 441 - 1 3/4" ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2, (449), (DRIVEWAYS)  
 ITEM 304 - 6" AGGREGATE BASE  
 ITEM 204 - SUBGRADE COMPACTION

**DRIVE APRON MATERIAL TYPE:**  
 ASPHALT - FOR ASPHALT AND GRAVEL DRIVES

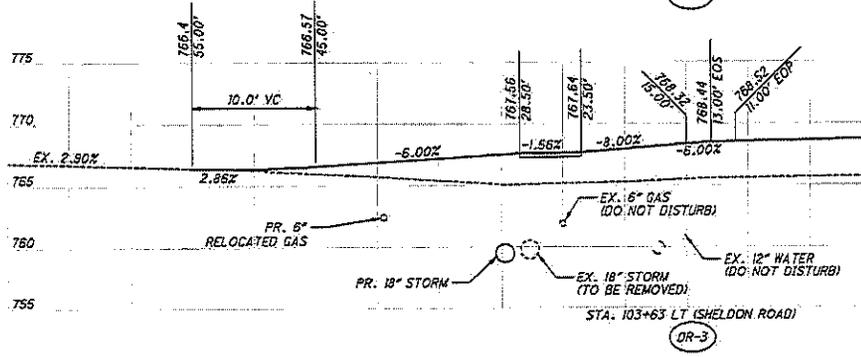
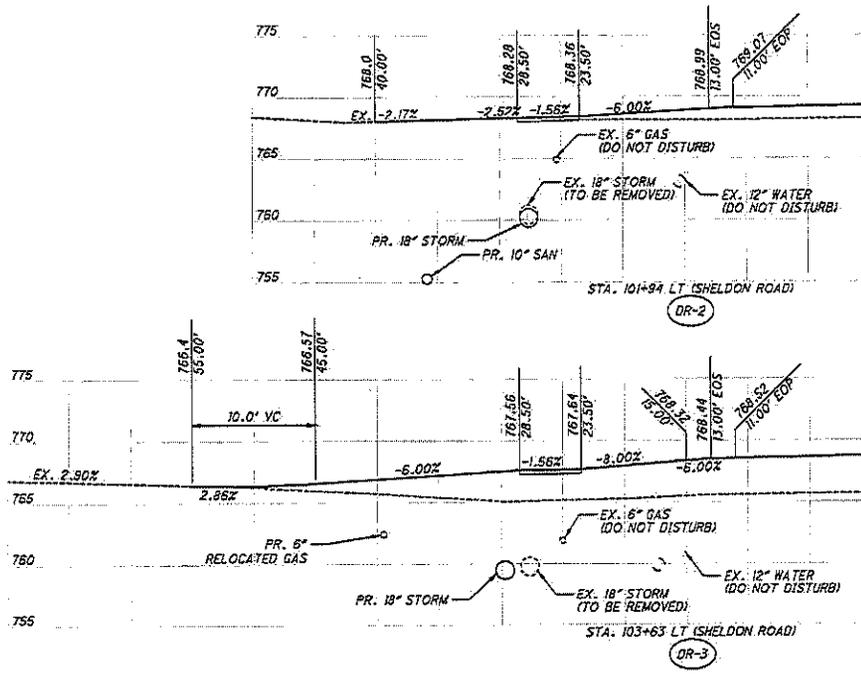


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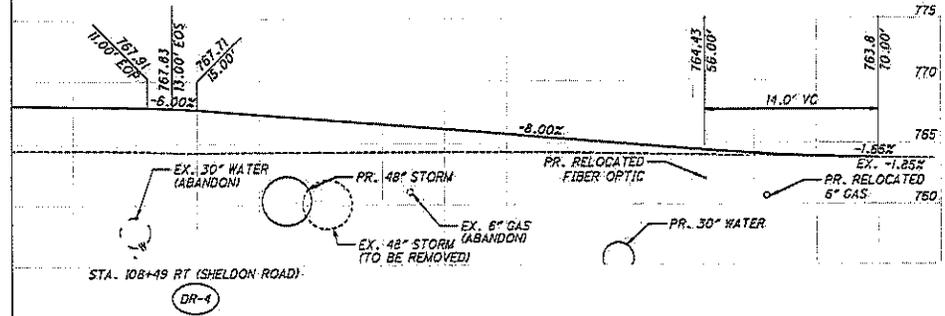
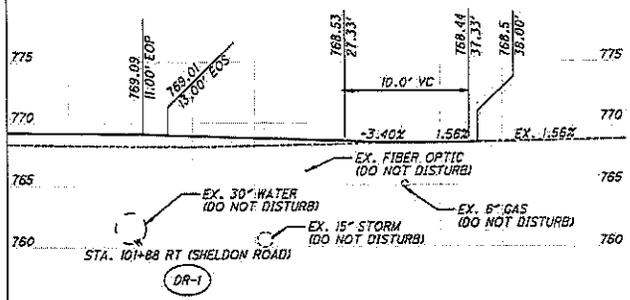
DRIVEWAY SUBSUMMARY

CUY-SHELDON RD.

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E R/W & CONSTRUCTION SHELDON ROAD



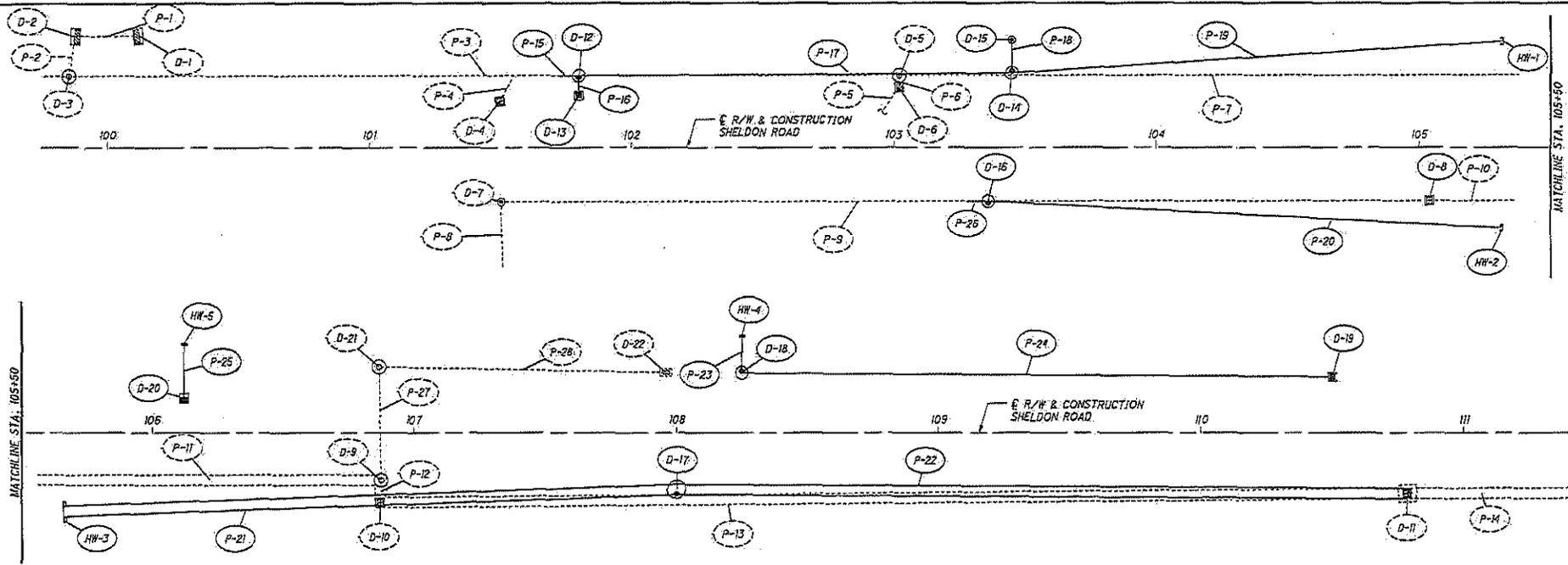
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DRIVEWAY PROFILES

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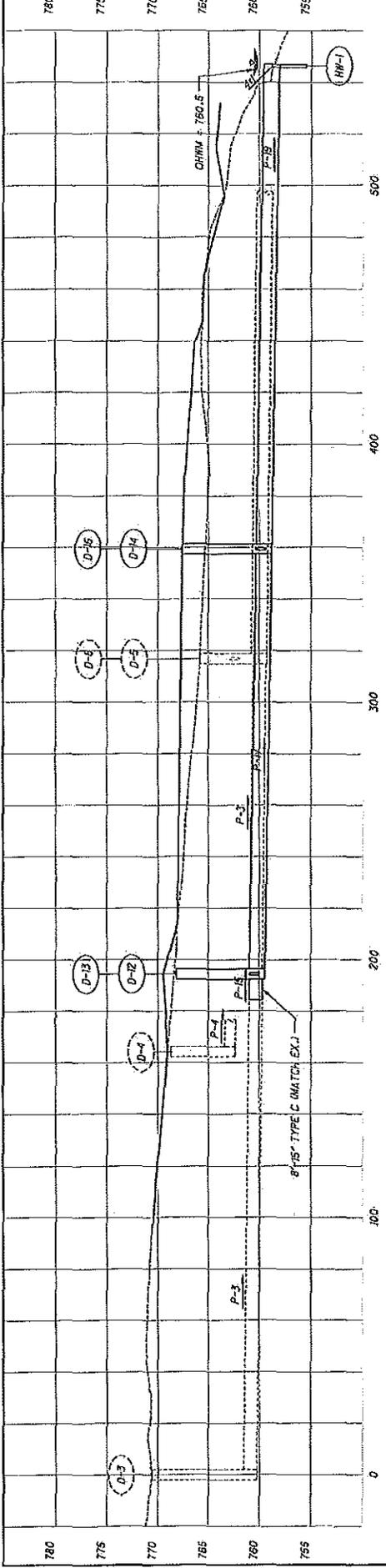


STORM SEWER  
DETAILS

DRAINAGE CONDUIT DETAILS									
REF. NO.	LENGTH (FT)	SIZE	TYPE	SLOPE	START STRUCTURE REF. NO.	START INVERT ELEV.	STOP STRUCTURE REF. NO.	STOP INVERT ELEV.	EXISTING DISPOSITION
P-1	25	12"	EX RCP	4.9%	D-1	766.02	D-2	764.79	TO REMAIN
P-2	15	12"	EX RCP	13.1%	D-2	764.79	D-3	762.83	TO REMAIN
P-3	314	18"	EX RCP	0.3%	D-3	760.25	D-5	759.37	PARTIALLY REMOVE
P-4	11	15"	EX RCP	0.8%	D-4	762.36	UNK.	762.3	TO BE REMOVED
P-5	11	6"	EX PVC	UNK.	UNK.	UNK.	D-6	764.31	TO BE REMOVED
P-6	5	12"	EX RCP	0.4%	D-6	761.92	D-5	761.9	TO BE REMOVED
P-7	233	18"	EX RCP	0.4%	D-5	759.26	NONE	758.3	TO BE REMOVED
P-8	25	12"	EX RCP	UNK.	UNK.	UNK.	D-7	760.51	TO REMAIN
P-9	354	15"	EX RCP	0.5%	D-7	760.16	D-8	758.33 (EST.)	PARTIALLY REMOVE
P-10	32	15"	UNK.	0.5%	D-8	758.33 (EST.)	NONE	758.23 (EST.)	TO BE REMOVED
P-11	131	48"	UNK.	0.5%	D-9	757.17 (EST.)	NONE	756.55 (EST.)	TO BE REMOVED
P-12	9	48"	UNK.	0.5%	D-10	757.21 (EST.)	D-9	757.17 (EST.)	TO BE REMOVED
P-13	392	48"	EX RCP	0.5%	D-11	759.17	D-10	757.21 (EST.)	TO BE REMOVED
P-14	241	48"	EX RCP	1.0%	N/A	761.66	D-11	759.17	TO REMAIN
P-15	8	18"	TYPE C	0.28%	N/A	759.73	D-12	759.71	TO REMAIN
P-16	8	12"	TYPE C	1.00%	D-13	760.04	D-12	759.95	TO REMAIN
P-17	165	18"	TYPE C	0.40%	D-12	759.46	D-14	758.80	TO REMAIN
P-18	18	12"	TYPE C	1.00%	D-15	759.48	D-14	759.30	TO REMAIN
P-19	187	18"	TYPE C	0.40%	D-14	758.80	HW-1	758.06	TO REMAIN
P-20	195	15"	TYPE C	0.72%	D-16	759.42	HW-2	758.01	TO REMAIN
P-21	234	48"	TYPE C	0.30%	D-17	758.33	HW-3	757.64	TO REMAIN
P-22	279	48"	TYPE C	0.30%	D-11	759.17	D-17	758.33	TO REMAIN
P-23	15	12"	TYPE C	0.93%	D-18	762.89	HW-4	762.75	TO REMAIN
P-24	225	12"	TYPE C	0.52%	D-19	764.05	D-18	762.89	TO REMAIN
P-25	21	12"	TYPE C	1.00%	D-20	763.99	HW-5	763.77	TO REMAIN
P-26	8	15"	TYPE C	0.38%	N/A	759.45	D-16	759.42	TO REMAIN
P-27	43	15"	UNK.	UNK.	D-21	UNK.	D-9	UNK.	TO BE REMOVED
P-28	109	15"	UNK.	UNK.	D-22	UNK.	D-21	UNK.	TO BE REMOVED

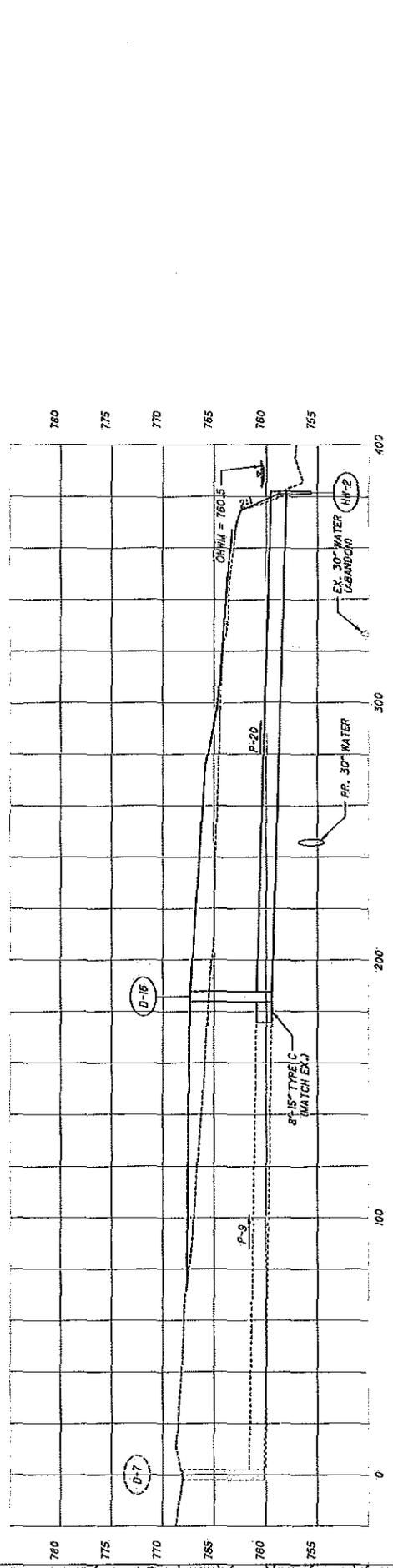
DRAINAGE STRUCTURE DETAILS									
REF. NO.	REFERENCE ALIGNMENT	STATION	OFFSET	SIDE	TYPE	GRATE/RIM ELEV.	INVERT ELEV.	CONNECTED PIPES	EXISTING DISPOSITION
D-1	SHELDON RD	100+12.3	42.7	LT	EX. CB	770.4	766.0	(OUT) P-1 W 12" 766.02	DO NOT DISTURB
D-2	SHELDON RD	99+87.6	42.5	LT	EX. CB	770.4	UNK.	(IN) P-1 E 12" 764.79, (OUT) P-2 S 12" 764.79	DO NOT DISTURB
D-3	SHELDON RD	99+85.6	27.6	LT	EX. MH	770.6	760.3	(IN) P-2 N 12" 762.83, (IN) 15" STL W 761.14, (IN) P-3 15" 760.25	DO NOT DISTURB
D-4	SHELDON RD	101+49.9	17.6	LT	EX. CB	769.7	762.4	(OUT) P-4 N 15" 762.36	TO BE REMOVED
D-5	SHELDON RD	103+02.3	27.9	LT	EX. MH	765.9	739.3	(IN) P-3 W 18" 759.37, (IN) P-6 S 12" 761.90, (OUT) P-7 E 18" 759.26	TO BE REMOVED
D-6	SHELDON RD	103+02.3	23.1	LT	EX. CB	765.6	761.9	(IN) P-5 SW 6" 764.31, (OUT) P-8 N 12" 761.92	TO BE REMOVED
D-7	SHELDON RD	101+50.2	20.9	RT	EX. CB	768.1	760.2	(IN) P-8 S 12" 760.31, (OUT) P-9 E 15" 760.16	DO NOT DISTURB
D-8	SHELDON RD	105+03.8	20.6	RT	EX. CB	762.36	UNK.	(IN) P-8 W 15" 766.39 (EST.), (OUT) P-10 E 758.39 (EST.)	TO BE REMOVED
D-9	SHELDON RD	106+87.2	18.3	RT	EX. MH	760.89	UNK.	(IN) P-12 S 48" 757.17 (EST.), (OUT) P-11 W 48" 757.17 (EST.), (OUT) P-27 N UNK.	TO BE REMOVED
D-10	SHELDON RD	106+87.0	27.0	RT	EX. CB	759.02	UNK.	(IN) P-13 E 48" 737.21 (EST.), (OUT) P-12 N 48" 757.21 (EST.)	TO BE REMOVED
D-11	SHELDON RD	110+78.5	23.5	RT	EX. CB	767.19 (PR)	759.17	(IN) P-14 E 48" 750.17, (OUT) P-22 W 48" 760.17	ADJUST TO GRADE
D-12	SHELDON RD	101+80.00	27.54	LT	MH NO. 3	768.19	739.46	(IN) P-15 W 15" 759.71, (IN) P-16 S 12" 759.96, (OUT) P-17 E 18" 759.46	TO REMAIN
D-13	SHELDON RD	101+80.00	20.00	LT	CB 2-28	767.99	760.04	(OUT) P-16 N 12" 760.04	TO REMAIN
D-14	SHELDON RD	103+45.00	28.50	LT	MH NO. 3	767.62	758.80	(IN) P-17 W 18" 758.80, (IN) P-18 N 12" 759.30, (OUT) P-18 E 18" 758.80	TO REMAIN
D-15	SHELDON RD	103+45.00	41.00	LT	CB-7	766.62	766.46	(OUT) P-18 S 12" 759.46	TO REMAIN
D-16	SHELDON RD	103+96.00	20.66	RT	MH NO. 3	767.30	759.42	(IN) P-26 W 15" 759.42, (OUT) P-20 E 15" 759.42	TO REMAIN
D-17	SHELDON RD	108+00.00	22.00	RT	MH NO. 3	766.70	758.33	(IN) P-22 E 48" 758.33, (OUT) P-21 W 48" 758.33	TO REMAIN
D-18	SHELDON RD	108+25.00	22.50	LT	MH NO. 3	767.38	762.89	(IN) P-24 E 12" 762.89, (OUT) P-23 N 12" 762.89	TO REMAIN
D-19	SHELDON RD	110+50.00	21.00	LT	CB 2-28	767.34	764.05	(OUT) P-24 W 12" 764.05	TO REMAIN
D-20	SHELDON RD	106+12.00	13.00	LT	CUY CO 30	767.48	763.98	(OUT) P-25 N 12" 763.98	TO REMAIN
D-21	SHELDON RD	106+86.6	24.9	LT	EX. MH	N/A	UNK.	(IN) P-28 E UNK., (OUT) P-27 S UNK.	TO BE REMOVED
D-22	SHELDON RD	107+96.0	22.7	LT	EX. CB	N/A	UNK.	(OUT) P-28 W UNK.	TO BE REMOVED
HW-1	SHELDON RD	105+32.00	40.50	LT	HW-2.1	N/A	758.06	(IN) P-19 W 18" 758.06	TO REMAIN
HW-2	SHELDON RD	105+32.00	31.00	RT	HW-2.1	N/A	758.01	(IN) P-20 W 15" 758.01	TO REMAIN
HW-3	SHELDON RD	105+66.00	30.40	RT	HW-2.2	N/A	757.64	(IN) P-21 E 48" 757.64	TO REMAIN
HW-4	SHELDON RD	108+25.00	37.00	LT	HW-2.1	N/A	762.80	(IN) P-23 S 12" 762.75	TO REMAIN
HW-5	SHELDON RD	106+12.00	34.00	LT	HW-2.1	N/A	763.77	(IN) P-25 S 12" 763.77	TO REMAIN

CUY-SHELDON RD.



NORTHWEST STORM SEWER

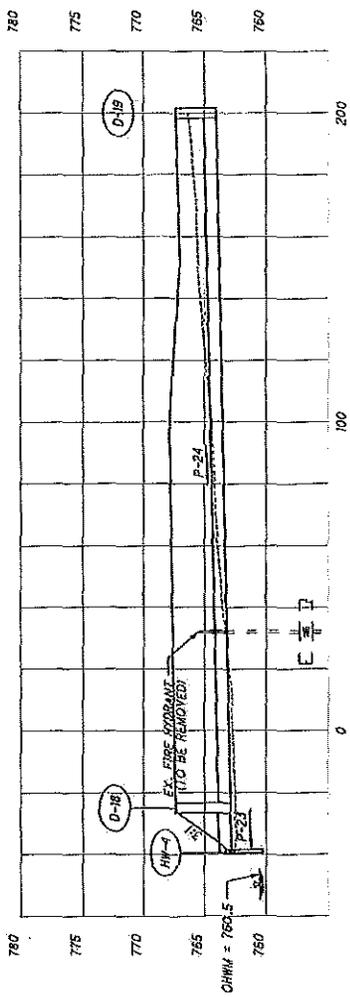
NOTES:  
 1. SEE SHEET 30 FOR COMPLETE DRAINAGE INFORMATION.



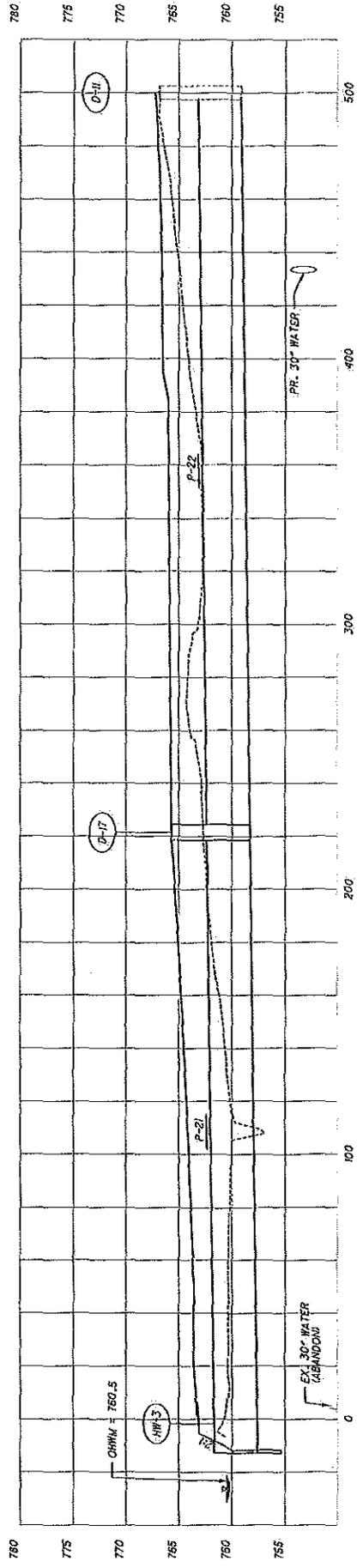
SOUTHWEST STORM SEWER

SHELDON ROAD DRAINAGE PROFILES

CUY-SHELDON RD.

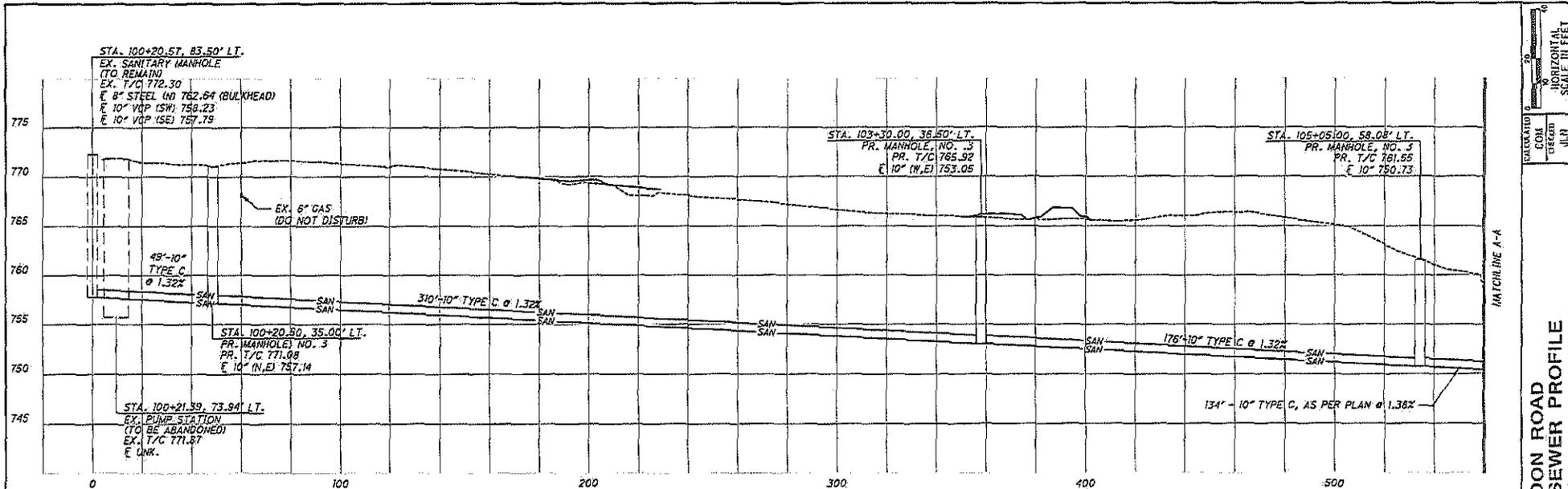


NOTES:  
 1. SEE SHEET 30 FOR COMPLETE DRAINAGE INFORMATION. NORTHEAST STORM SEWER

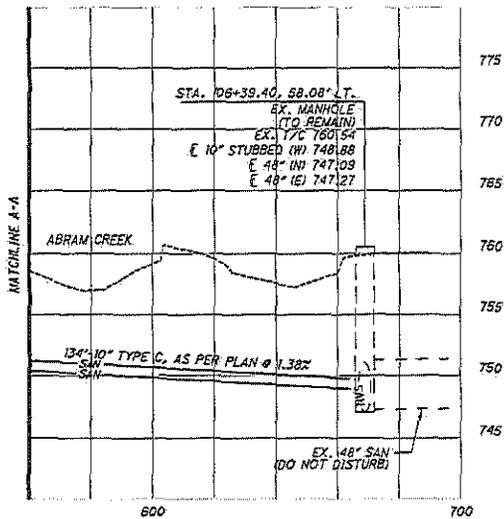


SOUTHEAST STORM SEWER

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PROPOSED SANITARY SEWER



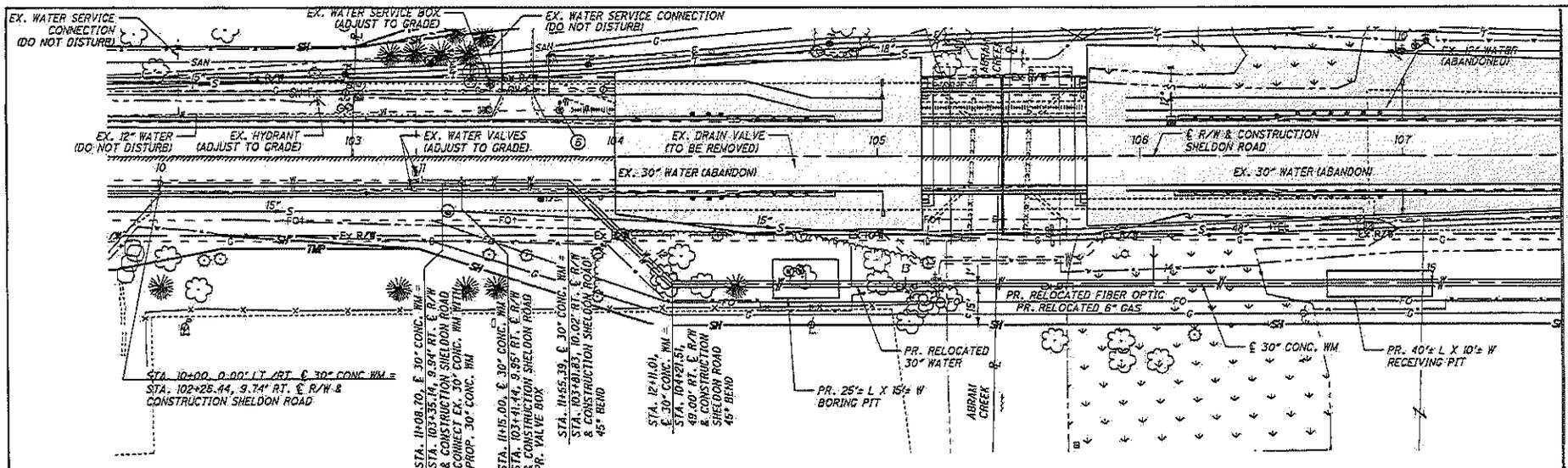
PROPOSED SANITARY SEWER

DATE PLOTTED: 06/25/25  
 COM: 100  
 CHECKED: JLR  
 SCALE: HORIZONTAL  
 SCALE: VERTICAL

SHELDON ROAD  
 SANITARY SEWER PROFILE

CUY-SHELDON RD.

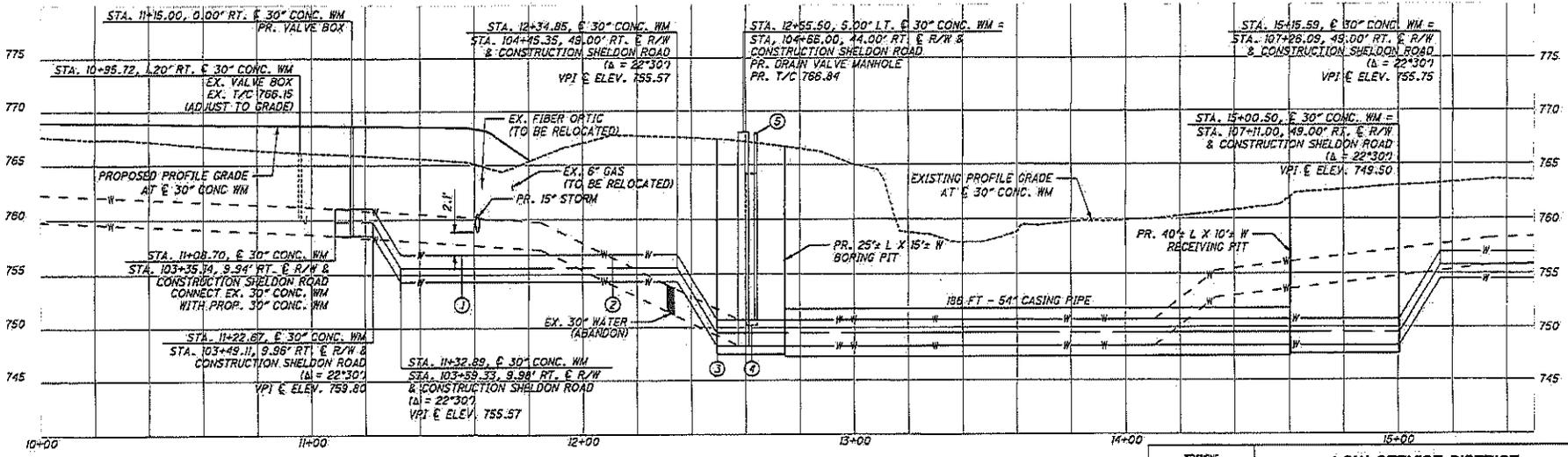
33  
 55



WATERLINE STA. 15+50 @ 30\"/>



**WATER WORK PLAN AND PROFILE**  
STA. 10+00 TO STA. 15+50



PROFILE ALONG EX. RELOCATED 30\"/>

**NOTES:**  
1. CATHODIC PROTECTION TO BE INCLUDED.

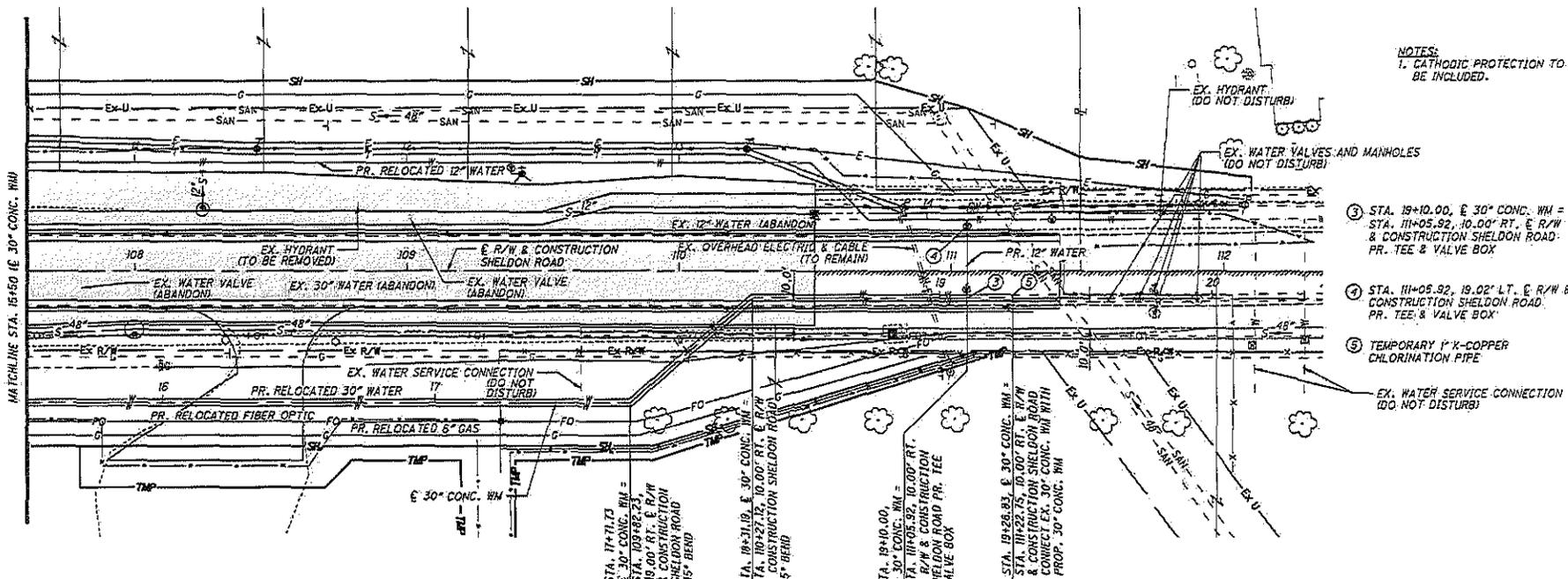


- ① STA. 11+55.38, @ 30\"/>
- ② STA. 12+11.01, @ 30\"/>
- ③ STA. 12+49.50, @ 30\"/>
- ④ STA. 12+56.08, 45.45\"/>
- ⑤ STA. 12+60.00, 5.00\"/>
- ⑥ STA. 103+78.85, 17.45\"/>

REVISIONS		
NO.	DATE	BY

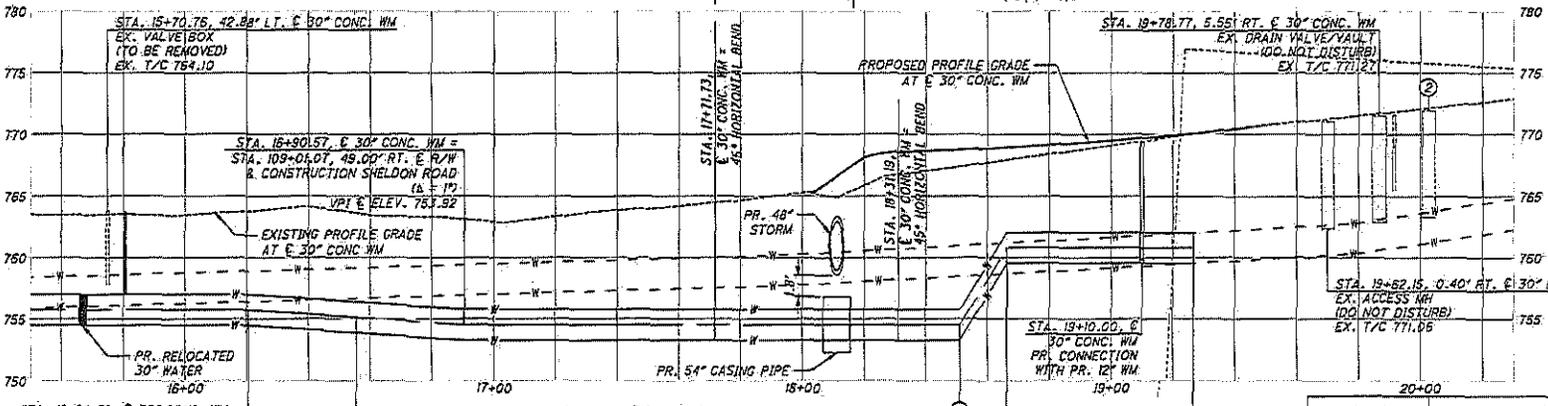
  

<b>LOW SERVICE DISTRICT</b>	
<b>DEPARTMENT OF PUBLIC UTILITIES</b>	
DIVISION OF WATER CLEVELAND, OHIO	
SUBJECT: <b>30\"/&gt; </b>	
<b>ALONG SHELDON ROAD</b>	
<b>CITY OF MIDDLEBURG HEIGHTS</b>	
DRAWN BY: _____	SCALE: _____
DATE: _____	
CHECKED BY: _____	DATE: _____
No. _____	



NOTES:  
1. CATHODIC PROTECTION TO BE INCLUDED.

- ③ STA. 18+10.00, 6 30" CONC. WM = STA. 111+05.92, 10.00' RT. E R/W & CONSTRUCTION SHELTON ROAD. PR. TEE & VALVE BOX
- ④ STA. 111+05.92, 19.02' LT. E R/W & CONSTRUCTION SHELTON ROAD. PR. TEE & VALVE BOX
- ⑤ TEMPORARY P X-COPPER CHLORINATION PIPE



- PROFILE ALONG E 30" CONC. WM
- ① STA. 18+51.19, 6 30" CONC. WM = STA. 110+47.11, 10.00' RT. E R/W & CONSTRUCTION SHELTON ROAD (A = 22°30') VPI ELEV. 764.53
  - ② STA. 19+26.83, 0.58' RT. E 30" CONC. WM EX. ACCESS MH (DO NOT DISTURB) EX. T/C 771.91
  - ③ STA. 18+68.34, 6 30" CONC. WM = STA. 110+62.26, 10.00' RT. E R/W & CONSTRUCTION SHELTON ROAD (A = 22°30') VPI ELEV. 760.82
  - ④ STA. 19+10.00, 6 30" CONC. WM = STA. 111+22.75, 10.00' RT. E R/W & CONSTRUCTION SHELTON ROAD & CONSTRUCTION SHELTON ROAD PR. TEE WITH PROP. 30" CONC. WM
  - ⑤ STA. 19+26.83, 6 30" CONC. WM = STA. 111+22.75, 10.00' RT. E R/W & CONSTRUCTION SHELTON ROAD & CONSTRUCTION SHELTON ROAD PR. TEE WITH PROP. 30" CONC. WM

LEGEND

- PROP. LIGHTWEIGHT EMBANKMENT
- FOOTPRINT

STA. 16+55.59, 6 30" CONC. WM = STA. 108+66.09, 49.00' RT. E R/W & CONSTRUCTION SHELTON ROAD (A = 1°) VPI ELEV. 755.14

STA. 16+20.59, 6 30" CONC. WM = STA. 108+31.09, 49.00' RT. E R/W & CONSTRUCTION SHELTON ROAD (A = 1°) VPI ELEV. 755.75

STA. 16+80.57, 6 30" CONC. WM = STA. 109+04.07, 49.00' RT. E R/W & CONSTRUCTION SHELTON ROAD (A = 1°) VPI ELEV. 753.92

REVISIONS		
NO.	DATE	BY

**LOW SERVICE DISTRICT**

**DEPARTMENT OF PUBLIC UTILITIES**

DIVISION OF WATER  
CLEVELAND, OHIO

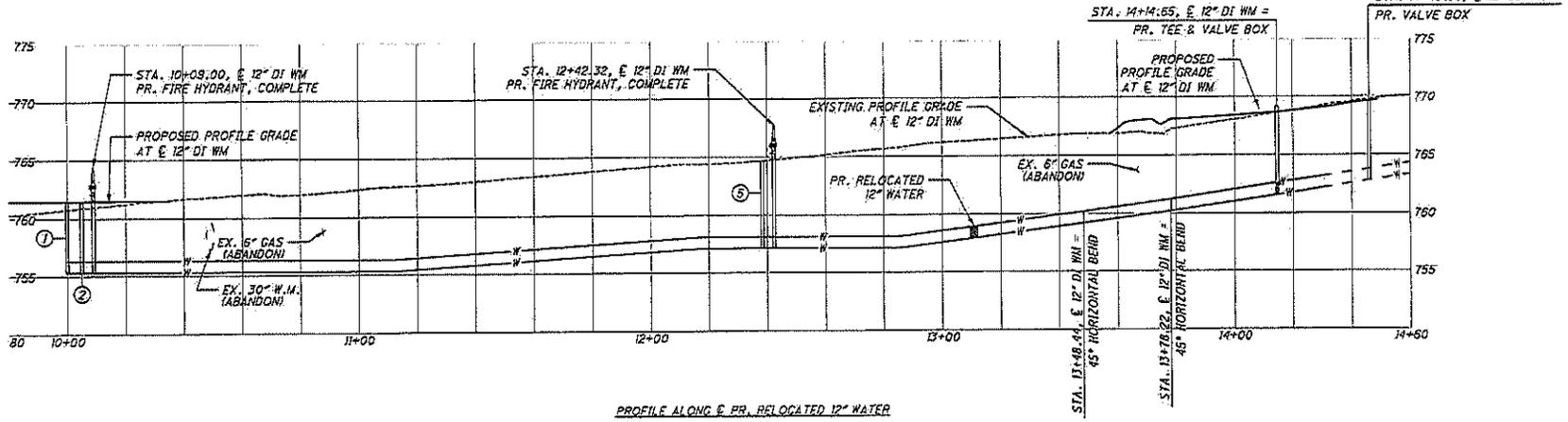
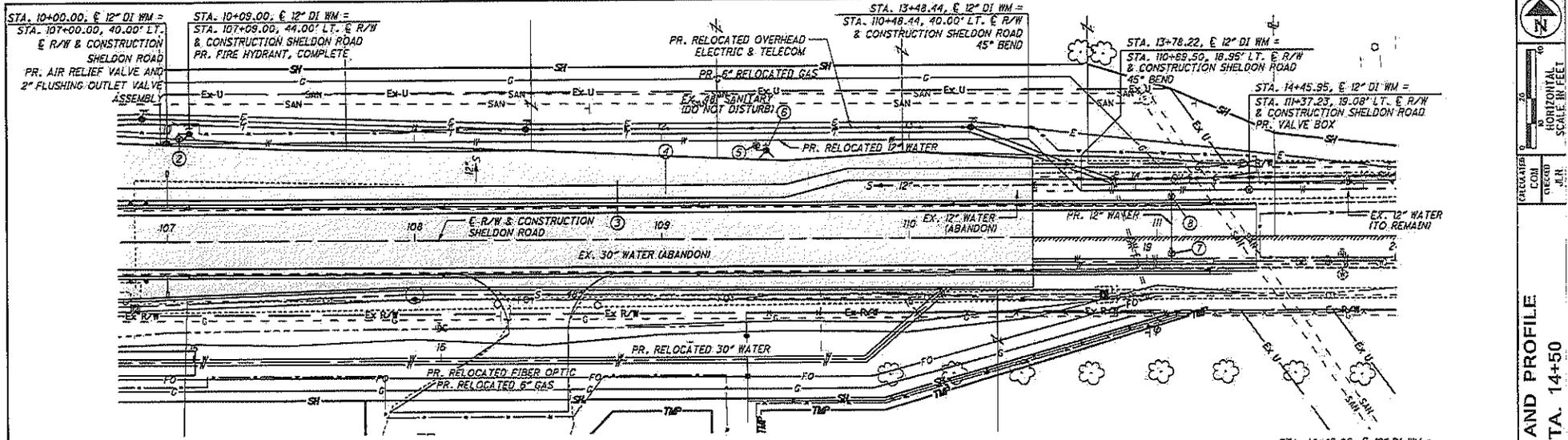
SUBJECT: **30" WATER MAIN**

**ALONG SHELTON ROAD**

**CITY OF MIDDLESBURG HEIGHTS**

DRAWN BY: \_\_\_\_\_  
DATE: \_\_\_\_\_  
CHECKED BY: \_\_\_\_\_

No. \_\_\_\_\_

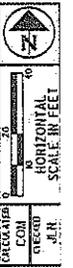


- ① STA. 10+00.00, 12" DI WM = STA. 107+00.00, 40.00' LT. E R/W & CONSTRUCTION SHELDON ROAD PR. AIR RELIEF VALVE AND 2" FLUSHING OUTLET VALVE ASSEMBLY
- ② STA. 10+05.00, 12" DI WM = STA. 107+05.00, 42.00' LT. E R/W & CONSTRUCTION SHELDON ROAD PR. VALVE BOX
- ③ STA. 109+82.05, 24.02' LT. E R/W & CONSTRUCTION SHELDON ROAD EX. FIRE HYDRANT AND VALVE (TO BE REMOVED)
- ④ STA. 109+01.67, 18.63' LT. E R/W & CONSTRUCTION SHELDON ROAD EX. VALVE BOX (TO BE REMOVED)
- ⑤ STA. 12+38.32, 12" DI WM = STA. 109+38.32, 36.00' LT. E R/W & CONSTRUCTION SHELDON ROAD PR. VALVE BOX
- ⑥ STA. 12+42.32, 12" DI WM = STA. 109+42.32, 35.00' LT. E R/W & CONSTRUCTION SHELDON ROAD PR. FIRE HYDRANT, COMPLETE
- ⑦ PR. TEE AND VALVE BOX (SEE SHEET 35 FOR INFORMATION)
- ⑧ STA. 14+14.65, 0.00' RT. E 12" DI WM = STA. 111+05.92, 19.02' LT. E R/W & CONSTRUCTION SHELDON ROAD PR. VALVE BOX

**LEGEND**

PROP. LIGHTWEIGHT EMBANKMENT FOOTPRINT

NO. CHG.			DATE			BY		
<b>LOW SERVICE DISTRICT</b>								
<b>DEPARTMENT OF PUBLIC UTILITIES</b>								
DIVISION OF WATER CLEVELAND, OHIO								
PROJECT: <b>12" WATER MAIN</b>								
<b>ALONG SHELDON ROAD</b>								
<b>CITY OF MIDDLEBURG HEIGHTS</b>								
DRAWN BY			SCALE			No.		
DATE			DATE			DATE		
CHECKED BY			DATE			DATE		



**WATER WORK PLAN AND PROFILE**  
**STA. 10+00 TO STA. 14+50**

**CUY-SHELDON RD.**

**REFERENCE STANDARDS**

1. ASTM A276- STAINLESS STEEL BARS AND SHAPES
2. ASTM A193/A194- ALLOY-STEEL AND STAINLESS-STEEL BOLTING FOR HIGH TEMPERATURE OR HIGH-PRESSURE SERVICE AND OTHER SPECIAL PURPOSE APPLICATIONS
3. ASTM A536- DUCTILE IRON CASTINGS
4. ASTM A1097- STEEL CASING PIPE, CARBON, ELECTRIC-FUSION (ARC)-WELDED (NPS 10 AND LARGER)
5. ASTM D2774- STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PRESSURE PIPING
6. ASTM F1668- STANDARD GUIDE FOR CONSTRUCTION PROCEDURES FOR BURIED PLASTIC
7. ANSI/AWWA C111- RUBBER-GASKET JOINTS FOR DUCTILE IRON PRESSURE PIPE AND FITTINGS
8. ANSI/AWWA C151-DUCTILE-IRON PIPE, CENTRIFUGALLY CAST
9. ANSI/AWWA C153- DUCTILE IRON COMPACT FITTINGS
10. ANSI/AWWA C110- DUCTILE IRON FLANGED FITTINGS
11. AWWA C219- BOLTED SLEEVE-TYPE COUPLINGS FOR PLAIN-END PIPE
12. AWWA C509- RESILIENT-SEATED GATE VALVES FOR WATER SUPPLY SERVICE
13. AWWA C515- REDUCED-WALL, RESILIENT-SEATED GATE VALVES FOR WATER SUPPLY SERVICE
14. AWWA C900- POLYVINYL CHLORIDE PVC PRESSURE PIPE AND FABRICATED FITTINGS
15. AWWA C909- MOLECULARLY ORIENTED POLYVINYL CHLORIDE
16. ODOT 499- CONCRETE

**DUCTILE IRON PIPE**

1. ALL PIPE SHALL BE AWWA C151 DUCTILE IRON, MINIMUM CLASS 52, WITH A CEMENT MORTAR LINING, HAVING PUSH-ON JOINTS WITH RADIALLY COMPRESSED RUBBER RING GASKET. MAINS 36" AND LARGER SHALL BE MINIMUM PRESSURE CLASS 350.

**PVC PIPE**

1. AWWA C900 CLASS 235 PSI (DR18) OR AWWA C909 CLASS 235 PSI (DR18)
2. INSIDE DIAMETER: NO LARGER THAN 12", NO SMALLER THAN 4".

**GATE VALVES**

1. AWWA C509 OR C515 APPROVED MODEL RESILIENT SEATED GATE VALVES
2. VALVE OPERATING NUTS: TAPERED (1 7/8" TO 2" FROM TOP TO BOTTOM) AND 2" DEEP
3. MIDDLE RING AND FOLLOWER GLANDS TO BE DUCTILE IRON ASTM A536

**AIR RELIEF VALVES**

1. AIR RELIEF VALVE COMPONENT PARTS SHALL CONFORM TO AWWA C800 AND ASTM B584 FOR MATERIALS THAT COME INTO CONTACT WITH POTABLE WATER.
2. VALVE INLET AND OUTLET SIZE SHALL BE 2". INSTALL ONLY CLEVELAND WATER-APPROVED AIR RELIEF VALVE PRODUCTS.

**HYDRANTS**

1. INSTALL ONLY CLEVELAND WATER-APPROVED HYDRANT MODELS.
2. HYDRANTS SHALL BE FACTORY EQUIPPED WITH THE APPROPRIATE HYDRANT NOZZLE, INCLUDING STORZ IF REQUESTED BY THE LOCAL MUNICIPALITY.
3. INSTALL ALL HYDRANTS WITH APPROVED PVC PIPE (ITEM 2) AND AWWA C509 6" RW GATE VALVES.
4. HYDRANT CONNECTIONS ARE TO BE MADE WITH RETAINED MECHANICAL JOINT SOLID SLEEVES (SHORT OR LONG PATTERN) DUCTILE IRON CLASS 350 OR CAST IRON CLASS 250 OR COMPRESSION COUPLINGS WITH ROD AND

**CLAMPS AS DIRECTED BY CLEVELAND WATER.**

5. HYDRANT BRANCHES TO BE FULLY RESTRAINED. IF BRANCH IS SHORTENED, USE ONLY 1 SLEEVE OR COUPLING WITH NO NEW PIPE REQUIRED.
6. MIDDLE RING AND FOLLOWER GLANDS TO BE EITHER STEEL OR DUCTILE IRON ASTM A536.
7. FLUSHING HYDRANTS SHALL CONSIST OF 2" FIP VERTICAL INLET, 2" MIP OUTLET AND BE SELF-DRAINING. FLUSHING HYDRANT SHALL BE FULLY OPERABLE AND SERVICEABLE FROM ABOVE GROUND. EQUAL TO KUPERFERLE TRUFLO MODEL NO. TF500.

**COMPRESSION COUPLINGS - VALVES AND HYDRANTS**

1. CLASS 250 AWWA C219 GASKETED, SLEEVE TYPE WITH DIAMETERS TO PROPERLY FIT PLAIN END PIPE
2. MINIMUM WORKING PRESSURE: 250 PSI
3. EQUAL TO DRESSER STYLE NO. 38, 138, OR 162 (TRANSITION TYPE) OR ROMAC 501/ SMITH-BLAIR 441 STRAIGHT AND TRANSITION COUPLINGS.
4. EACH COUPLING TO CONSIST OF 1 DUCTILE IRON MIDDLE RING WITHOUT STOPS (ASTM-A536), 2 DUCTILE IRON FOLLOWER GLANDS (ASTM A536), 2 RUBBER COMPOUND BUNA-N BLEND, WEDGE SECTION GASKETS, AND SUFFICIENT TRACKHEAD STAINLESS STEEL BOLTS AND NUTS OF ASTM A276/A193/194 TYPE 304 EXTRA HEAVY HEX TO PROPERLY COMPRESS THE GASKETS.

**FITTINGS/JOINTS**

1. ALL FITTINGS/JOINTS TO BE APPROVED DUCTILE IRON, CLASS 350, CEMENT LINED, OR FUSION BONDED EPOXY COATED (UNLESS OTHERWISE CALLED FOR ON PLANS).
2. ALL FITTINGS TO BE RESTRAINED USING A "RETAINED" MECHANICAL JOINT CONFORMING TO THE MATERIAL AND PERFORMANCE REQUIREMENTS OF ANSI/AWWA C110/A21.10 AND ANSI/AWWA C111/A21.11, OR "COMPACT" FITTINGS IN ACCORDANCE WITH ANSI/AWWA C153/A21.53.
3. MUST HAVE APPROVED "TYPE I" OR "TYPE II" BOLTLESS RESTRAINED PUSH-ON JOINTS TO THE LIMITS SHOWN ON THE DRAWINGS.
4. ALL FITTINGS ARE TO HAVE BELL ENDS.

**GASKETS AND LUBRICANTS**

1. ELASTOMERIC GASKETS SHALL MEET THE REQUIREMENTS OF ASTM F477 FOR HIGH-HEAD APPLICATIONS.
2. GASKETS AND LUBRICANTS INTENDED FOR USE WITH POTABLE WATER SHALL BE CERTIFIED BY AN ACCREDITED TESTING AGENCY FOR COMPLIANCE WITH NSF/ANSI 61.

**ANODE PROTECTION**

1. MAGNESIUM ALLOY ANODES SHALL MEET ASTM B843 AND ASTM G97.
2. THERMITE WELDS ARE TO BE COATED WITH A PREFABRICATED ONE-PIECE PLASTIC CAP.
3. COPPER SLEEVES ARE REQUIRED FOR THERMITE WELD WIRE CONNECTIONS USING #10 AWG WIRE OR SMALLER.

**WATER MAIN TRENCH**

1. BEDDING, INITIAL, AND PREMIUM BACKFILL MATERIAL: # 57 OR #67 COARSE LIMESTONE AGGREGATE COMPLYING WITH ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS SECTION 703.11; WRITTEN APPROVAL REQUIRED BY CWD FOR SAND BEDDING FOR DUCTILE IRON PIPE.
2. SUITABLE BACKFILL: EXCAVATED MATERIAL FREE OF ROCK LARGER THAN 1.5", FROZEN MATERIALS, ORGANIC MATERIAL, AND DEBRIS.
3. TYPE 2 CONTROLLED LOW-STRENGTH MORTAR (CLSM) SHALL CONFORM TO ODOT CONSTRUCTION AND MATERIAL SPECIFICATIONS SECTION 613.03. CLSM MAY BE USED AS DIRECTED BY CLEVELAND WATER.

**CASING**

1. CASING SPACER: 8" WIDE STAINLESS STEEL WITH EPDM LINER AND REINFORCED PLASTIC RUNNERS
2. CASING PIPE: ASTM A1097 COATED OR UNCOATED STEEL WITH A MIN. 35,000 PSI SMYS.
3. FOR 8" WATER MAIN USE 16" CASING
4. FOR 12" WATER MAIN USE 20" CASING

**TRACER WIRE**

1. MUST BE INSTALLED WITH A CONTINUOUS RUN OF 12-GAUGE COPPER-CLAD STEEL WIRE.
2. BREAKING LOAD: MIN. 450 POUNDS
3. MIN. 30 MILS OF BLUE HDPE INSULATION CERTIFIED FOR DIRECT BURIAL
4. GROUND ROD: MIN 1.5 LB MAGNESIUM DRIVE-IN ANODE ROD WITH CONNECTED GROUND WIRE.
5. CONNECTORS: WATERPROOF, CONTAIN DIELECTRIC SILICONE AND RATED FOR DIRECT BURIAL
6. NON-LOCKING FRICTION FIT, TWIST-ON, AND TAPED CONNECTIONS ARE NOT PERMITTED.

**SERVICE CONNECTIONS**

1. ALL SERVICE CONNECTIONS SHALL BE A MINIMUM OF 1"
2. FOR CONNECTIONS 2" AND SMALLER: USE TYPE K COPPER
3. FOR CONNECTIONS 3" AND LARGER: USE CLASS 52 DUCTILE IRON WRAPPED IN V-BIO® ENHANCED POLYETHYLENE ENCASEMENT.

**BOLTS AND NUTS**

1. ALL BOLTS AND NUTS ON ALL RETAINED MECHANICAL JOINTS SHALL HAVE FIELD APPLIED ONE 1-COAT OF BITUMASTIC PAINTING FOLLOWED BY AN ENCASEMENT OF V-BIO® POLYETHYLENE WRAP OR APPROVED EQUAL WRAPPING IN ACCORDANCE WITH ANSI/AWWA C105/A21.5 MODIFIED METHOD "A".

**CONCRETE**

1. FOR BULKHEAD: CLASS QC 1 OR 4,000 PSI HIGH STRENGTH BAGGED CONCRETE MIX
2. FOR THRUST BLOCK: CLASS QC 1 WITH 4,000 PSI 28 DAY COMPRESSIVE STRENGTH (ODOT 499)

**FROST PROOFING**

1. USE PRE-FORMED CELLULAR CONCRETE FOAM "GILSULATE 500 XR" AS MANUFACTURED BY GILSULATE INTERNATIONAL, INC. OR APPROVED EQUAL.

**LOWERING**

1. PIPE USED SHALL BE 8" (MIN.) AND 12" (MAX.) IN DIAMETER.
2. MAXIMUM BEND ALLOWED TO BE 22.5 DEGREES.

**TEE**

1. PIPE TO BE USED ON TEE: 8" (MIN.) AND 12" (MAX)
2. AWWA C110 OR C153-DI CLASS 350 MJ FITTINGS WITH FBE COATING, CEMENT LINING, POLYETHYLENE ENCASEMENT
3. AWWA C219 PIPE COUPLINGS- ROMAC 501 OR SMITH BLAIR 441 DI ONLY
4. AWWA C509 DUCTILE IRON RESILIENT WEDGE GATE VALVE (MJ X MJ)
5. MECHANICAL JOINT RETAINER GLAND FOR PVC PIPE-TYLER UNION OR APPROVED EQUAL



CITY OF CLEVELAND  
DEPARTMENT OF PUBLIC UTILITIES  
DIVISION OF WATER (CWD)

REVISIONS		
NO.	DATE	BY

MATERIAL CRITERIA FOR WATER MAIN  
INSTALLATION AND REPLACEMENT  
DETAIL NO.: GEN-000A  
SCALE: N.T.S. (DATE: 7/12/2024)

WATER WORK NOTES  
CUY-SHELDON RD.

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DEVELOPERS, ENGINEERS, AND CONTRACTORS ARE TO ABIDE BY THE MOST CURRENT VERSION OF THE CLEVELAND WATER NOTES AND DETAILS. THE MOST UP-TO-DATE VERSION CAN BE FOUND AT WWW.CLEVELANDWATER.COM/CONSTRUCTION/ OR AS PROVIDED BY CLEVELAND WATER STAFF.

**REFERENCE STANDARDS**

1. AWWA C600 - INSTALLATION OF DUCTILE-IRON MAINS AND THEIR APPURTENANCES
1. AWWA C605- UNDERGROUND INSTALLATION OF POLYVINYL CHLORIDE (PVC) PRESSURE PIPE AND FITTINGS
2. AWWA C651- DISINFECTING WATER MAINS
3. ASTM D2774- STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PRESSURE PIPING
4. ASTM F1668- STANDARD GUIDE FOR CONSTRUCTION PROCEDURES FOR BURIED PLASTIC PIPE

**OVERALL PIPE PREPARATION AND EXECUTION**

1. ALL DUCTILE IRON PIPE SHALL BE INSTALLED PER THE MOST CURRENT REVISION OF AWWA C600, AWWA MANUAL M41, DIPRA'S "INSTALLATION GUIDE FOR DUCTILE IRON PIPE" (ISBN 0-9642194-D-9) AND "DIRECT TAPPING OF DUCTILE IRON PIPING ENCASED IN POLYETHYLENE", AS WELL AS THE MANUFACTURER'S INSTRUCTIONS.
2. ALL DUCTILE IRON BURIED WATER MAINS, FITTINGS, VALVES, FIRE HYDRANT BRANCH PIPING AND APPURTENANCES SHALL BE ENCASED WITH V-BIO® ENHANCED POLYETHYLENE ENCASEMENT INSTALLED IN ACCORDANCE WITH THE MOST CURRENT REVISION OF ANSI/AWWA C-105/A21.5 MODIFIED METHOD "A" AND ASTM A674.
3. PIPE AND ACCESSORIES SHOULD BE INSPECTED FOR DEFECTS AND CLEANLINESS BEFORE THEY ARE LOWERED INTO THE TRENCH. ANY DEFECTIVE OR DAMAGED MATERIAL SHOULD BE REPAIRED OR REPLACED, AND ALL FOREIGN MATTER OR DIRT REMOVED FROM THE INTERIOR OF THE PIPE AND ACCESSORIES BEFORE LOWERING INTO TRENCH.
4. ALL PVC PIPE SHALL BE INSTALLED PER AWWA, C605, ASTM D2774, ASTM F1668, AND MANUFACTURER'S INSTRUCTIONS.
5. ONCE DELIVERED, ALL PVC PIPE MUST BE PROTECTED FROM DIRECT SUN EXPOSURE UNTIL THE PIPE IS INSTALLED AND BACKFILLED.
6. ANY PIPE JOINT THAT HAS BEEN OVER-INSERTED SHALL HAVE BOTH THE BELL PIPE AND THE SPIGOT PIPE REMOVED AND DISCARDED.
7. IN NO CASE SHALL MAINS BE LAID WITH LESS THAN 3'-6" OF COVER IN UNPAVED AREAS AND 3'-0" TO BOTTOM OF SLAB IN PAVED AREAS. MAINS SHALL BE LAID AT A BURY DEPTH OF 6 FT MIN. UNLESS WRITTEN PERMISSION IS PROVIDED BY CLEVELAND WATER.
8. ALL MATERIALS, INCLUDING BUT NOT LIMITED TO WATER MAINS, FIRE HYDRANTS, VALVES, CONNECTION MATERIALS AND OTHER WATER APPURTENANCES, SHALL BE NEW AND UNUSED AND SHALL CONFORM TO THE MOST CURRENT CLEVELAND WATER SPECIFICATIONS. ALL MATERIAL SHALL BE INSTALLED IN ACCORDANCE WITH CLEVELAND DIVISION OF WATER STANDARDS.
9. TWO FEET ABOVE THE MAIN, DETECTABLE TRACER TAPE NOTING THE PRESENCE OF A WATER MAIN SHALL BE INSTALLED FOR THE ENTIRE LENGTH OF THE MAIN, INCLUDING HYDRANT LATERALS AND OPEN CUT INSTALLED SERVICE CONNECTIONS.
10. ALL MATERIALS USED SHALL ABIDE BY REQUIREMENTS LISTED ON MATERIAL SPECIFICATION LIST (GEN-000A).

**TRACER WIRE FOR PVC PIPE**

1. ALL NEW TRACER WIRE INSTALLATIONS SHALL HAVE THEIR FUNCTION

VERIFIED BY BEING LOCATED USING TYPICAL LOW FREQUENCY (512HZ) LINE TRACING EQUIPMENT. THE LOCATING FIRM SHALL PROVIDE WRITTEN CERTIFICATIONS THAT THE SYSTEM IS COMPLETELY FUNCTIONAL AT TEST COMPLETION.

2. MAGNESIUM GROUND ANODE RODS ARE TO BE INSTALLED AT EACH DEAD END PER THE MANUFACTURER'S INSTRUCTIONS.
3. TRACER LINES SHALL TERMINATE AT A DEDICATED AT-GRADE ACCESS POINT/TEST STATION IDENTIFIED WITH "WATER" ON THE CAP. AT LEAST 2 FEET OF SLACK WIRE SHALL BE PROVIDED AT EACH TERMINATION POINT.
4. LATERAL TRACER LINES ON HYDRANTS, TEES, AND CROSSES ARE NOT TO CUT THE MAIN TRACER WIRE.

**HYDROSTATIC PRESSURE TESTING**

1. CLEAN PIPE PRIOR TO CONDUCTING HYDROSTATIC PRESSURE TESTING. CLEANING MAY BE COMPLETED VIA FLUSHING OR SWABBING EXCEPT IF DISINFECTION IS CONDUCTED USING THE TABLET METHOD.
2. FILL WATER MAIN AT A CONTINUOUS RATE, 1 FT/SEC MAXIMUM. ONCE FULL, FLUSH THE LINE NOT LESS THAN 3 FT/SEC UNLESS DIRECTED BY CLEVELAND WATER THAT CONDITIONS DO NOT PERMIT THE REQUIRED FLOW RATE TO BE ACHIEVED. FLUSHING SHALL CONTINUE UNTIL THE VOLUME OF WATER IN THE NEWLY INSTALLED MAIN HAS TURNED OVER AT LEAST ONE TIME.
3. THE HYDROSTATIC TEST PRESSURE SHALL BE 75 PSI ABOVE THE STATIC PRESSURE PREVAILING AT THE SITE, BUT IN NO CASE LESS THAN 150 PSI.
4. DURATION: 2 HOURS (WITH PRESSURE MAINTAINED WITHIN 5 PSI OF THE REQUIRED TEST PRESSURE).
5. SHOULD THE PRESSURE TEST FAIL, THE CONTRACTOR SHALL IDENTIFY THE SOURCE(S) AND CORRECT THE DEFICIENCY. THE HYDROSTATIC PRESSURE TEST SHALL BE REPEATED FOR THE PRESCRIBED DURATION TO VERIFY THAT THE NEW WATER MAIN MEETS THE TEST CRITERIA. WORK PERFORMED TO IDENTIFY AND CORRECT FAILURE SOURCE(S) AND THEIR REMEDIATION MUST BE COMPLETED TO THE SATISFACTION OF CLEVELAND WATER AT NO ADDITIONAL COST.

**DISINFECTION**

1. DISINFECTION FOR WATER MAINS SHALL ADHERE TO THE REQUIREMENTS SET FORTH IN THE MOST CURRENT REVISION OF AWWA C651.

**SERVICE CONNECTIONS**

1. SADDLE TAPPING SHALL BE PERFORMED FOR PIPES OF ANY NOMINAL SIZE AND PRESSURE CLASS. TAP SIZE IS LIMITED TO 2-INCHES MAXIMUM.
2. TAPPING SLEEVE AND VALVE IS REQUIRED FOR SERVICE CONNECTIONS LARGER THAN 2-INCHES. THRUST RESTRAINT IS REQUIRED.
3. SERVICE CLAMPS OF SADDLES SHALL PROVIDE FULL SUPPORT AROUND THE CIRCUMFERENCE OF THE PIPE AND PROVIDE A BEARING AREA OF SUFFICIENT WIDTH ALONG THE AXIS OF THE PIPE TO PREVENT DISTORTION WHEN THE SADDLE IS TIGHTENED. NARROW U-BOLT-TYPE STRAPS AND SADDLES HAVING LUGS ARE PROHIBITED.

**PIPE JOINTS**

1. PIPE JOINTS SHALL ADHERE TO ANSI/AWWA C110/A21.10, C111/A21.11, C153/A21.53, C900, C905, C907 AND C909 REQUIREMENTS AND PROCEDURES FOR JOINT METHODS AND MATERIALS.

4. RESTRAINED JOINTS, AS INDICATED ON THE PLANS, SHALL COMPLY WITH ANSI/AWWA C111/A21.11.

**FITTINGS AND APPURTENANCES**

1. ALL FITTINGS SHALL BE APPROVED DUCTILE IRON CLASS 350, CEMENT LINED AND FUSION BOND EPOXY COATED CONFORMING TO THE REQUIREMENTS OF ANSI/AWWA C110/A21.10 OR ANSI/AWWA C153/A21.53.
2. ALL FITTINGS AND PIPES CONNECTED TO FITTINGS SHALL BE RESTRAINED USING A "RETAINED" MECHANICAL JOINT. JOINTS SHALL COMPLY WITH ANSI/AWWA C111/A21.11.
3. ALL FITTINGS MUST HAVE BELL ENDS UNLESS APPROVED BY CLEVELAND WATER.
4. PROVIDE PROPER SUPPORT FOR VALVES, HYDRANTS, AND FITTINGS SUCH THAT THE WEIGHT IS NOT APPLIED TO THE PIPE.

**FIELD QUALITY CONTROL**

1. PIPE SPIGOT END, BELL END, COUPLER OR FITTING, AND ELASTOMERIC GASKET SHALL BE CLEANED IMMEDIATELY BEFORE ASSEMBLY. DO NOT REMOVE FACTORY INSTALLED GASKETS. APPROVED LUBRICANTS SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
2. PIPE CUTTING SHALL BE CONDUCTED IN ACCORDANCE WITH AWWA C600, C900, AND MANUFACTURER REQUIREMENTS. PIPE SHALL BE MARKED AROUND ITS ENTIRE CIRCUMFERENCE TO ENSURE A SQUARE CUT.
3. CUT ENDS OF PIPE SHALL BE BEVELED TO ENSURE PROPER JOINT ASSEMBLY. USE FACTORY-FINISHED PIPE END AS A GUIDE TO DETERMINE THE ANGLE AND LENGTH OF THE BEVEL. DEBURR AND CLEAN CUT PIPE END PRIOR TO BELL INSERTION.
4. AT THE END OF EACH WORKDAY, THE CONTRACTOR SHALL PLUG ALL OPEN PIPE ENDS WITH WATERTIGHT PLUGS AS PER THE "PREVENTATIVE AND CORRECTIVE MEASURES DURING CONSTRUCTION" SECTION OF THE MOST CURRENT REVISION OF AWWA C-651 AS TO PREVENT THE INFILTRATION OR INTRUSION OF ANY FOREIGN OBJECTS OR MATERIALS. DATE STAMPED DIGITAL PHOTOS SHALL BE PROVIDED FOR EACH WORKDAY DEMONSTRATING THAT PROPER AWWA C-651 METHODS WERE USED TO PLUG ALL OPEN WATER MAIN ENDS. EACH PHOTO SHALL CLEARLY IDENTIFY THE STATION AT WHICH THE PIPE IS PLUGGED BY USE OF A STATION MARKER PLACED AT THE PLUGGED PIPE END. PHOTOS SHALL BE SUBMITTED ON A DAILY BASIS UNLESS OTHERWISE DEFINED BY THE CLEVELAND WATER INSPECTOR OR ENGINEER. ALL PHOTOS TAKEN OVER THE COURSE OF THE PROJECT SHALL BE SUBMITTED BY THE CONTRACTOR AS PART OF THE AS-BUILT SUBMITTAL. PHOTOS ARE TO INCLUDE STATIONING MARKERS. AS-BUILTS SHALL BE DEEMED INCOMPLETE WITHOUT SAID COLLECTION OF DIGITAL PHOTOS.
5. CLEVELAND WATER INSPECTORS SHALL BE INVITED TO WITNESS TRACER WIRE VERIFICATION FOR PVC PIPE INSTALLATIONS. THIS VERIFICATION SHALL BE PERFORMED UPON COMPLETION OF ROUGH GRADING AND AGAIN PRIOR TO THE FINAL ACCEPTANCE OF THE PROJECT. CONTINUITY TESTING IN LIEU OF ACTUAL LINE TRACING SHALL NOT BE ACCEPTED. CLEVELAND WATER WILL REQUIRE COMPLETION OF THE FIRST VERIFICATION PRIOR TO CHLORINATION, WITH CERTIFICATION SUBMITTED ALONG WITH RED LINE DRAWINGS. CERTIFICATION OF THE SECOND VERIFICATION SHALL BE PROVIDED WITH AS-BUILT DRAWINGS.



CITY OF CLEVELAND  
 DEPARTMENT OF PUBLIC UTILITIES  
 DIVISION OF WATER (CWD)

REVISIONS		
NO.	DATE	BY

GUIDELINES FOR WATER MAIN INSTALLATION AND REPLACEMENT	
DETAIL NO.:	GEN-000B
SCALE: N.T.S.	DATE: 5/31/2024

WATER WORK

ITEM SPECIAL - MISCELLANEOUS METAL

THE ENGINEER SHALL INSPECT THE EXISTING CASTINGS ON ALL STRUCTURES WITHIN THE WORK LIMITS. EXCEPTING CASTINGS ON STRUCTURES OWNED BY PRIVATE COMPANIES AND CASTINGS ON STRUCTURES TO BE REMOVED AND/OR REPLACED. THOSE CASTINGS THAT THE ENGINEER DETERMINES ARE UNSUITABLE SHALL BE REPLACED. TO PROVIDE FOR THIS CONTINGENCY, AN ESTIMATED QUANTITY OF ITEM SPECIAL - MISCELLANEOUS METAL HAS BEEN INCLUDED IN THE GENERAL SUMMARY TO BE USED AS DIRECTED BY THE ENGINEER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE THE CASTINGS OF THE REQUIRED TYPE, SIZE AND STRENGTH (HEAVY DUTY) FOR THE PARTICULAR STRUCTURE IN QUESTION. ALL CASTING MATERIALS SHALL CONFORM TO ITEM 611 OR ITEM 638, IF APPLICABLE, AND HAVE THE PRIOR APPROVAL OF THE ENGINEER.

WHERE IT IS NECESSARY TO REPLACE UNSUITABLE WATER MANHOLE CASTINGS (FRAMES AND COVERS), THEY SHALL BE REPLACED USING CUYAHOGA COUNTY NO. 9 FRAMES AND EITHER NO. 28 COVERS (OR NO. 28 SANITARY COVERS FOR SANITARY OR COMBINED SEWERS) OR NO. 37 COVERS, AS DETAILED ON THE CUYAHOGA COUNTY ENGINEER'S CONSTRUCTION DRAWINGS MH-10C AND MH-11C.

THE CONTRACTOR IS CAUTIONED TO USE EXTREME CARE IN THE REMOVAL, CLEANING, STORAGE AND RESETTING OF ALL EXISTING CASTINGS. CASTINGS DAMAGED BY THE NEGLIGENCE OF THE CONTRACTOR, AS DETERMINED BY THE ENGINEER, SHALL BE REPLACED WITH THE PROPER NEW CASTINGS AT THE CONTRACTOR'S EXPENSE.

EXCEPT WHERE/IF SPECIFICALLY REQUIRED AND SO SPECIFIED ELSEWHERE IN THE PLANS, THE CONTRACTOR SHALL NOT ORDER ANY OF THE ABOVE CASTINGS UNTIL DIRECTED BY THE ENGINEER. AND IN THE EVENT NO REPLACEMENT CASTINGS ARE REQUIRED, THE ITEM SHALL BE NONPERFORMED.

ALL COST ASSOCIATED WITH FURNISHING ACCEPTABLE NEW CASTING MATERIALS SHALL BE INCLUDED UNDER THIS ITEM. IN ADDITION, THE COST FOR SIMPLY INSTALLING NEW GRATES/COVERS ONLY SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. ALL COST ASSOCIATED WITH SETTING NEW CASTINGS (FRAMES AND COVERS/GRATES) TO GRADE SHALL BE INCLUDED IN THE UNIT PRICE BID FOR THE PERTINENT STRUCTURE (611) "ADJUSTED TO GRADE, AS PER PLAN" OR "RECONSTRUCTED TO GRADE, AS PER PLAN".

THE FOLLOWING ESTIMATED QUANTITY HAS BEEN CARRIED TO THE GENERAL SUMMARY FOR USE AS DIRECTED BY THE ENGINEER:

ITEM SPECIAL - MISCELLANEOUS METAL \_\_\_\_\_ LB

WATERWORK

ALL WATERWORK SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS AND DRAWINGS OF THE CITY OF CLEVELAND, DEPARTMENT OF PUBLIC UTILITIES, DIVISION OF WATER (CWD), 1201 LAKESIDE AVENUE, CLEVELAND, OHIO (AND THE NOTES & DETAILS SHOWN ON SHEETS 37-45). THE COST OF ALL LABOR, MATERIAL, EQUIPMENT, TOOLS, EXCAVATION, BEDDING AND BACKFILL FOR THE WATER WORK SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE BID FOR EACH WATER WORK ITEM. THE REPLACEMENT OF PAVEMENT, WALKS, DRIVES, LANDSCAPING AND ALL OTHER WORK EXCEPTING THE "WATERWORK" ITSELF, SHALL BE AS STIPULATED IN THE CONTRACT SPECIFICATIONS.

ALL PERMITS, FEES AND CWD CHARGES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND THEIR ASSOCIATED COST SHALL BE INCLUDED IN THE CONTRACT UNIT PRICE BID FOR THE PERTINENT WATERWORK ITEMS. FOR BIDDING PURPOSES, THE CLEVELAND DIVISION OF WATER CHARGES AND FEES MAY BE FOUND IN SECTION 200 OF THE CUYAHOGA COUNTY ENGINEER SPECIFICATION BOOKLET OR OBTAINED FROM CWD'S WEBSITE AT:

<http://www.clevelandwater.com/construction/construction-fees>

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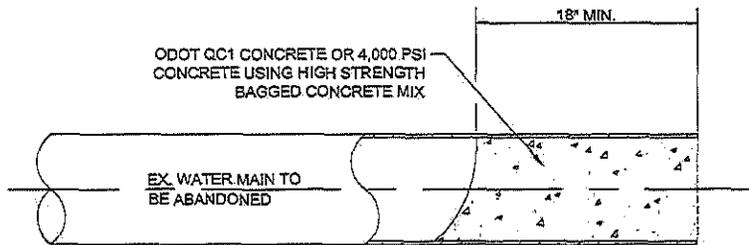
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WATER WORK NOTES

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ODOT QC1 CONCRETE OR 4,000 PSI CONCRETE USING HIGH STRENGTH BAGGED CONCRETE MIX

EX. WATER MAIN TO BE ABANDONED

NOTE:

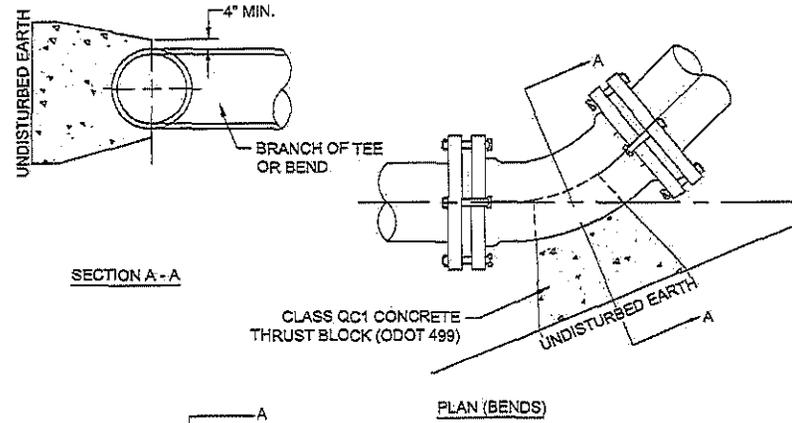
1. DRAIN THE WATER MAIN COMPLETELY PRIOR TO INSTALLING PLUGS.



REVISIONS		
NO.	DATE	BY

CITY OF CLEVELAND  
DEPARTMENT OF PUBLIC UTILITIES  
DIVISION OF WATER (CWD)

PLUGGING ABANDONED  
WATER MAIN ENDS  
DETAIL NO.: GEN-004  
SCALE: N.T.S. DATE: 10/31/2023



NOTES:

1. DETERMINE SIZE OF THE THRUST BLOCK AS SPECIFIED IN THE CWD DESIGN MANUAL.
2. THRUST BLOCKS ARE NOT REQUIRED WHEN RESTRAINED JOINT FITTINGS ARE INSTALLED.
3. PLACE THRUST BLOCKS AGAINST UNDISTURBED EARTH.
4. USE FORMS WHEN PLACING CONCRETE.
5. DO NOT COVER BOLTS WITH CONCRETE.



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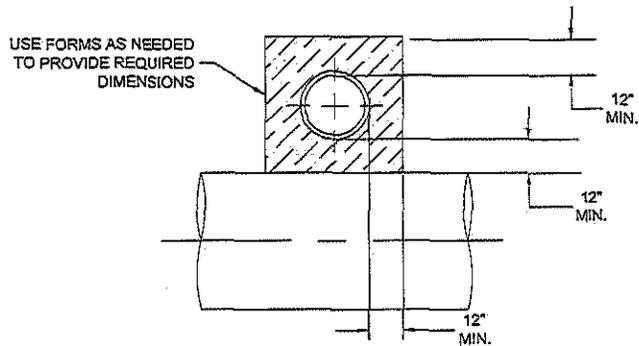
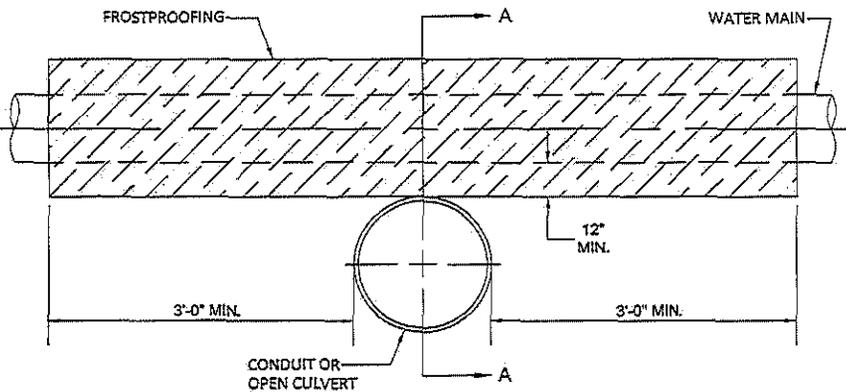
CITY OF CLEVELAND  
DEPARTMENT OF PUBLIC UTILITIES  
DIVISION OF WATER (CWD)

CONCRETE THRUST BLOCKS FOR TEES  
AND HORIZONTAL BENDS  
DETAIL NO.: GEN-006  
SCALE: N.T.S. DATE: 5/31/2024

WATER WORK DETAILS

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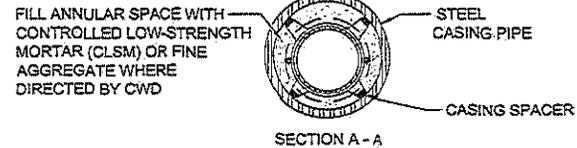
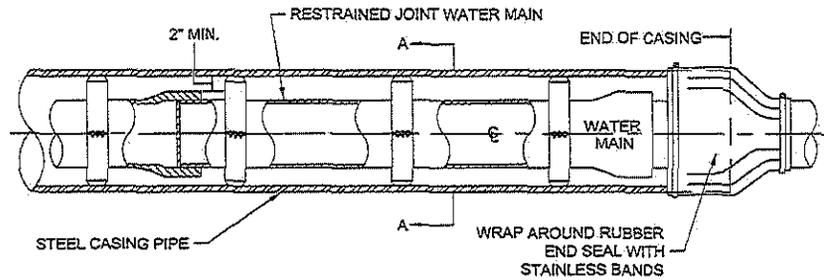
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**NOTES:**

1. INSTALL FROSTPROOFING WHERE DIRECTED BY CWD AND:
  - WHERE WATER MAIN IS INSTALLED WITH LESS THAN 5 FT OF COVER.
  - WHERE WATER MAIN CROSSES OVER STORM SEWERS 24-INCHES AND LARGER IN DIAMETER.
  - WHERE WATER MAIN CROSSES OVER OR UNDER OPEN ENDED CULVERTS.
2. DO NOT INSTALL WATER MAIN WITH LESS THAN 3.5 FT OF COVER IN UNPAVED AREAS.
3. DO NOT INSTALL WATER MAIN WITH LESS THAN 3 FT OF COVER BELOW PAVEMENT SUBGRADE.
4. REFER TO MATERIAL CRITERIA DETAIL (GEN-000A) FOR FROSTPROOFING PRODUCT REQUIREMENTS.

REVISIONS			CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES DIVISION OF WATER (CWD)	TYPICAL FROSTPROOFING DETAIL	
NO.	DATE	BY		DETAIL NO.:	DATE:
				GEN-009	5/31/2024
				SCALE: N.T.S.	



**NOTES:**

- STEEL CASING PIPE:**
- ASTM A1097
  - MIN. 35,000 PSI SMYS
  - MIN. WALL THICKNESS = 3/8"
  - MIN. 2" CLEARANCE BETWEEN OUTSIDE DIAMETER OF PIPE JOINT AND INSIDE DIAMETER OF CASING.
- CASING SPACERS:**
- 8" WIDE STAINLESS STEEL WITH EPDM LINER AND REINFORCED PLASTIC RUNNERS.
- SPACING ON PVC PIPE:**
- 1 AT END OF BELL
  - 1 AT JOINT INSERTION LINE
  - 1 AT PIPE MIDPOINT
- SPACING ON DUCTILE IRON PIPE:**
- MAX. 8 FT

REVISIONS			CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES DIVISION OF WATER (CWD)	WATER MAIN IN STEEL CASING	
NO.	DATE	BY		DETAIL NO.:	DATE:
				GEN-016	7/9/2024
				SCALE: N.T.S.	

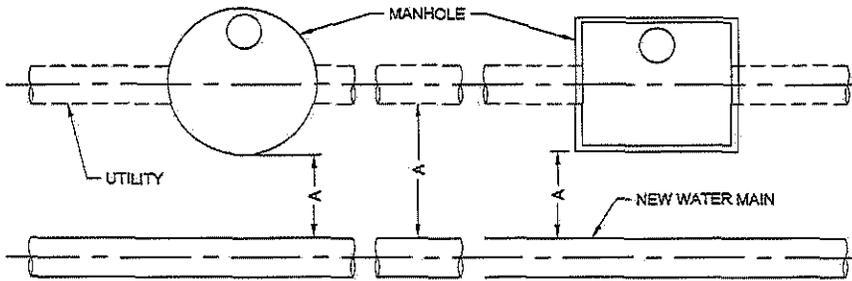
WATER WORK DETAILS

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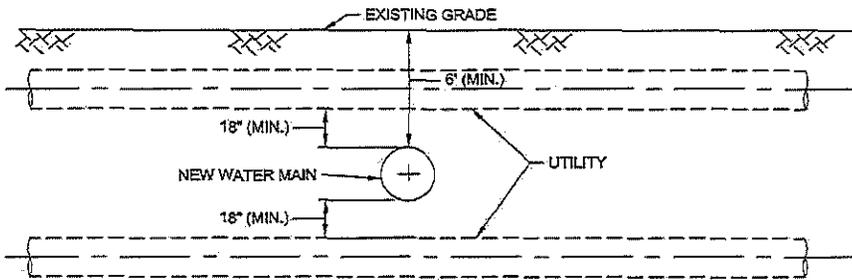
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HORIZONTAL CLEARANCE (A)	
STORM, SANITARY AND COMBINED SEWERS	GAS, DUCTBANK, OTHER UTILITY
10 FT (MIN.)	5 FT (MIN.)*



\* UNLESS OTHERWISE AUTHORIZED BY CWD

**PLAN VIEW**



**PROFILE VIEW**

**NOTES:**

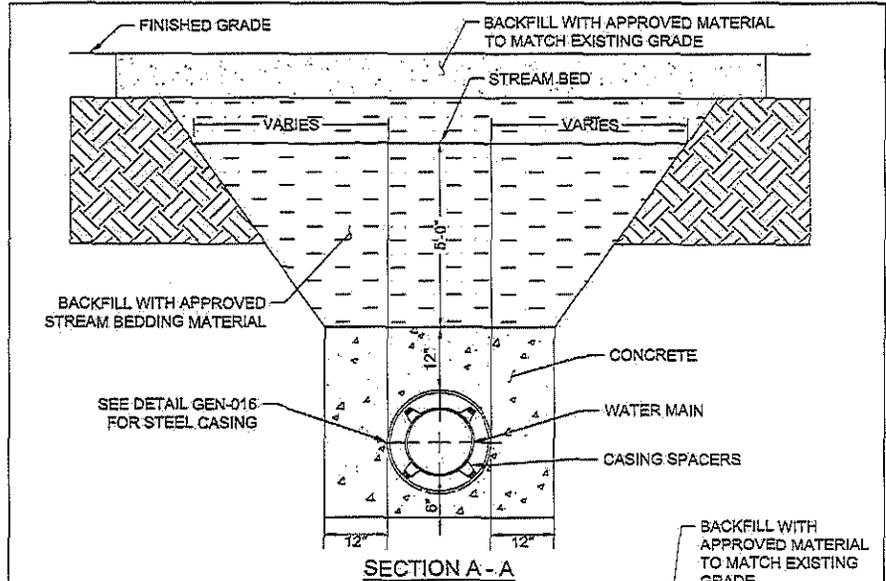
1. ADJUST HORIZONTAL OR VERTICAL ALIGNMENT AS NEEDED TO ACHIEVE REQUIRED SEPARATION. SEE DETAILS GEN-L01 AND GEN-L02 FOR VERTICAL BEND RESTRAINT AND LOWERING REQUIREMENTS.
2. IF EXISTING SEPARATION IS LESS THAN REQUIRED, SEPARATION MUST BE IMPROVED OR MAINTAINED.
3. SEE SECTION 8.8 OF THE MOST CURRENT VERSION OF '10 STATES STANDARDS - RECOMMENDED STANDARDS FOR WATER WORKS' FOR SEPARATION FROM SEWERS AND SOURCES OF CONTAMINATION.



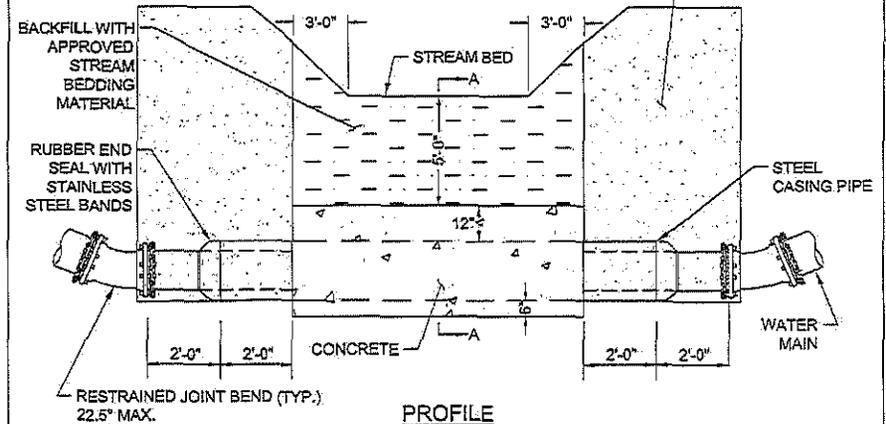
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CITY OF CLEVELAND  
DEPARTMENT OF PUBLIC UTILITIES  
DIVISION OF WATER (CWD)

HORIZONTAL AND VERTICAL CLEARANCE FOR UTILITIES	
DETAIL NO.:	GEN-017
SCALE:	N.T.S. DATE: 5/31/2024



**SECTION A - A**



**PROFILE**



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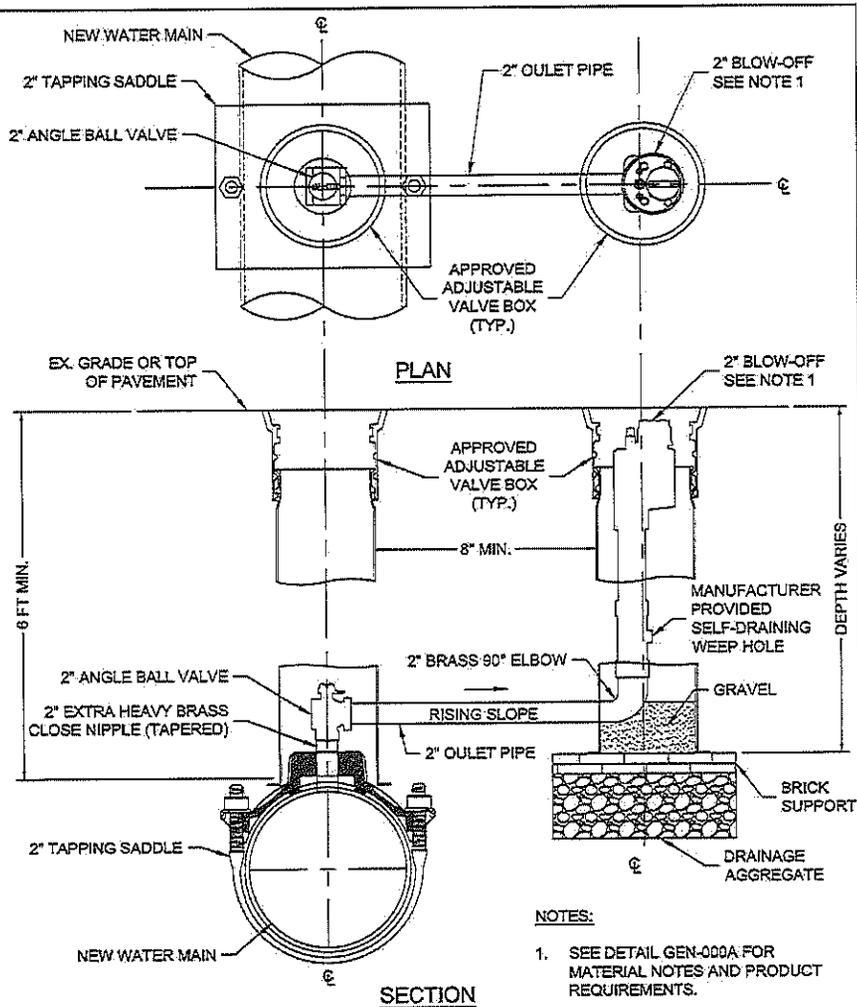
CITY OF CLEVELAND  
DEPARTMENT OF PUBLIC UTILITIES  
DIVISION OF WATER (CWD)

CROSSING LARGE DITCHES OR SMALL STREAMS OPEN CUT METHOD	
DETAIL NO.:	GEN-020
SCALE:	N.T.S. DATE: 5/31/2024

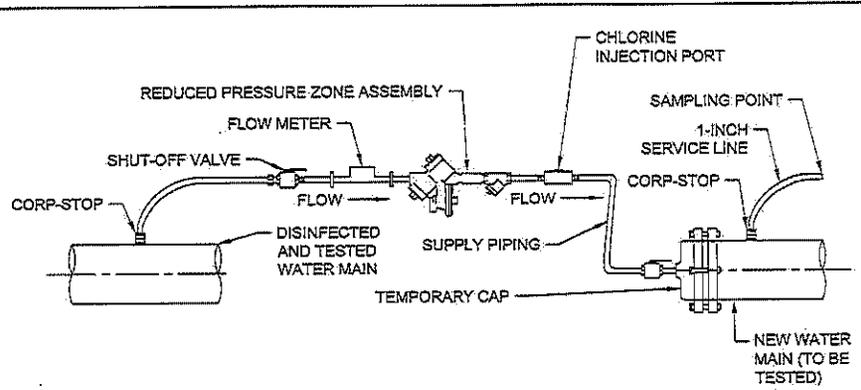
WATER WORK DETAILS

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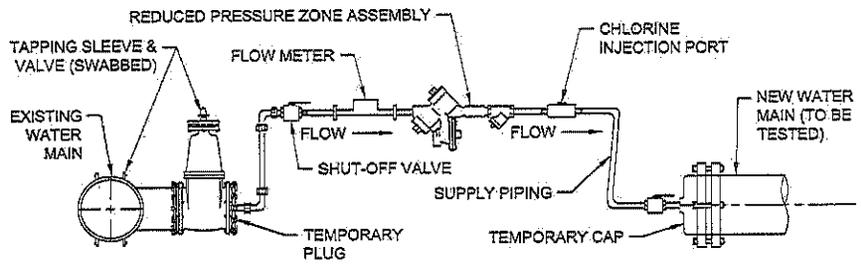
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- NOTES:**
1. SEE DETAIL GEN-000A FOR MATERIAL NOTES AND PRODUCT REQUIREMENTS.



**OPTION A - FILLING FROM EXISTING MAIN**



**OPTION B - FILLING FROM MJ X MJ GATE VALVE OR TAPPING SLEEVE & VALVE**

NO.	REVISIONS		CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES DIVISION OF WATER (CWD)	2" AIR RELIEF/FLUSHING OUTLET VALVE ASSEMBLY DETAIL NO.: GEN-A03 SCALE: N.T.S.   DATE: 5/31/2024
	DATE	BY		

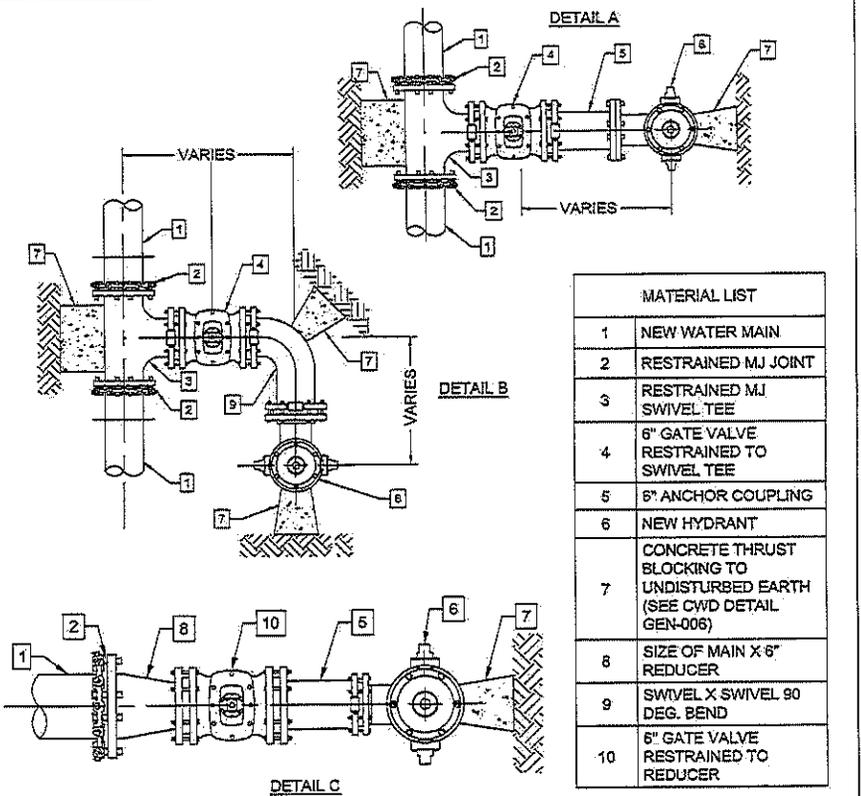
NO.	REVISIONS		CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES DIVISION OF WATER (CWD)	CHLORINATION PORT FOR DISINFECTION DETAIL NO.: GEN-C101 SCALE: N.T.S.   DATE: 5/29/2024
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WATER WORK DETAILS

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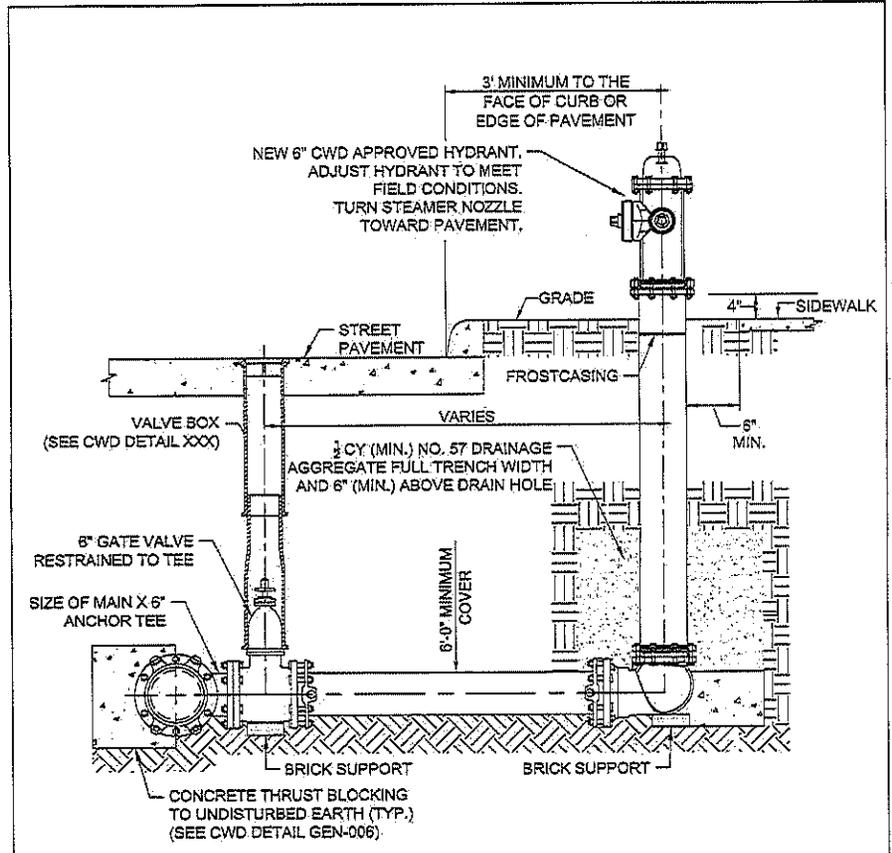
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MATERIAL LIST	
1	NEW WATER MAIN
2	RESTRAINED MJ JOINT
3	RESTRAINED MJ SWIVEL TEE
4	6" GATE VALVE RESTRAINED TO SWIVEL TEE
5	6" ANCHOR COUPLING
6	NEW HYDRANT
7	CONCRETE THRUST BLOCKING TO UNDISTURBED EARTH (SEE CWD DETAIL GEN-006)
8	SIZE OF MAIN X 6" REDUCER
9	SWIVEL X SWIVEL 90 DEG. BEND
10	6" GATE VALVE RESTRAINED TO REDUCER

- NOTES:
- INSTALL RESTRAINED JOINTS ON ALL PIPE AND FITTINGS.
  - ADJUST NEW HYDRANT TO MEET FIELD CONDITIONS. TURN STEAMER NOZZLE TOWARD PAVEMENT.
  - INSTALL NEW 8" PIPE WITH 36 LF (MIN.) FULLY RESTRAINED JOINTS OR NEW 12" PIPE WITH 54 LF (MIN.) RESTRAINED JOINTS.

NO.	REVISIONS		CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES DIVISION OF WATER (CWD)	TYPICAL NEW HYDRANT INSTALLATION DETAILS	
	DATE	BY		DETAIL NO.:	DATE:
				GEN-H09	5/31/2024
				SCALE: N.T.S.	



- NOTES:
- SEE DETAILS GEN-H02, GEN-H03, GEN-H08 AND GEN-H09 FOR HYDRANT INSTALLATIONS.

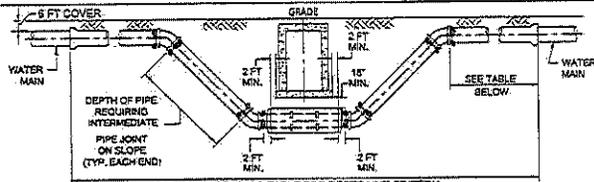
NO.	REVISIONS		CITY OF CLEVELAND DEPARTMENT OF PUBLIC UTILITIES DIVISION OF WATER (CWD)	6" HYDRANT ELEVATION DETAIL	
	DATE	BY		DETAIL NO.:	DATE:
				GEN-H13	5/28/2024
				SCALE: N.T.S.	

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WATER WORK DETAILS

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SEE NOTES BELOW & TABLE FOR RESTRAINT CRITERIA

DIAMETER	BEND	STATIC PRESSURE	RESTRAINED LENGTHS
6"	11.25°	0-275 PSI	1
	22.5°	0-250 PSI	1
	45° (*)	251-275 PSI	2
12"	11.25°	0-275 PSI	1
	22.5°	0-165 PSI	1
	45° (*)	156-275 PSI	2
16"	11.25°	0-45 PSI	1
	22.5°	46-215 PSI	2
	45° (*)	216-275 PSI	3

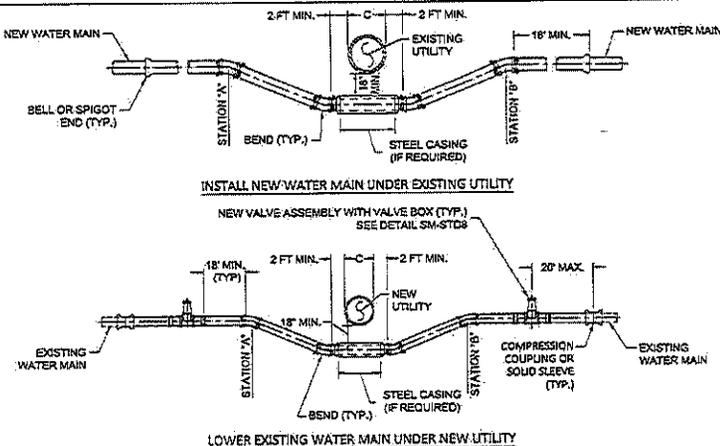
**NOTES:**

1. TO LOWER WATER MAIN TO CLEAR OBSTACLE WHERE DEPTH OF PIPE LOWERING REQUIRES AN INTERMEDIATE JOINT ON SLOPE, THE ENTIRE OFFSET SHALL HAVE O.I. CLASS S2 BOLTLESS RESTRAINED PUSH-ON JOINT PIPE AND FITTINGS, OR AWWA C-900 RESTRAINED JOINT PIPE AS APPROVED BY CWD. JOINT RESTRAINT SHALL EXTEND BEYOND TOP VERTICAL BEND TO THE LIMITS SHOWN IN TABLE 1.
2. STATIC PRESSURE CALCULATIONS FOR RESTRAINED LENGTHS INCLUDE 75 PSI FOR TESTING.
3. 45° BENDS REQUIRE CWD AUTHORIZATION.
4. SEE DETAIL GEN-002 FOR ADDITIONAL REQUIREMENTS.

REVISIONS		
NO.	DATE	BY

CITY OF CLEVELAND  
DEPARTMENT OF PUBLIC UTILITIES  
DIVISION OF WATER (CWD)

VERTICAL BEND RESTRAINT  
REQUIREMENTS  
DETAIL NO.: GEN-002  
SCALE: N.T.S. DATE: 5/31/2024



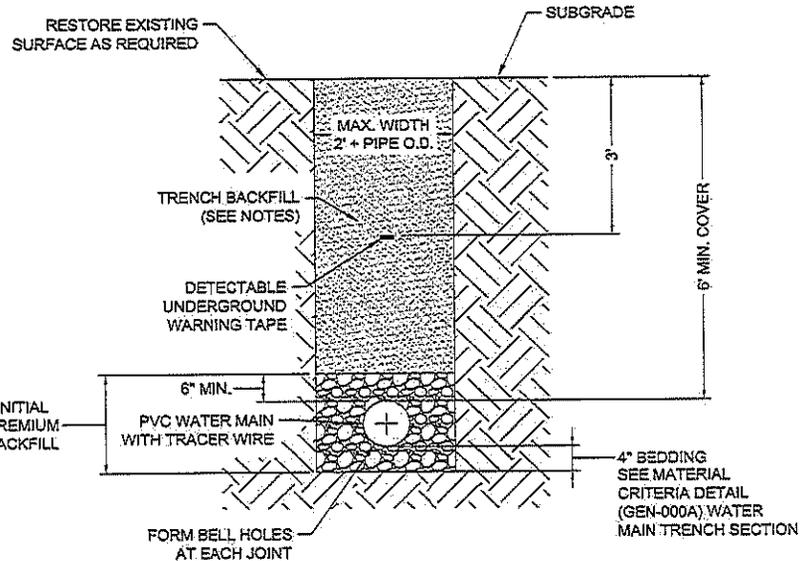
**NOTES:**

1. MAX. BEND ANGLE IS 22.5 DEGREES.
2. NO JOINTS ARE PERMITTED WITHIN 18 FT OF UPPER VERTICAL BENDS.
3. DO NOT INSTALL NEW WATER SERVICE LINES BETWEEN STATIONS "A" AND "B".
4. PROVIDE TEMPORARY WATER SERVICE TO EXISTING CUSTOMERS THROUGHOUT CONSTRUCTION.
5. STEEL CASING IS REQUIRED IF "C" IS 24' OR LARGER.

REVISIONS		
NO.	DATE	BY

CITY OF CLEVELAND  
DEPARTMENT OF PUBLIC UTILITIES  
DIVISION OF WATER (CWD)

WATER MAINS UNDER UTILITIES  
DETAIL NO.: GEN-002  
SCALE: N.T.S. DATE: 5/31/2024



IN EARTH

**NOTES:**

1. PLACE AND COMPACT INITIAL PREMIUM BACKFILL USING HAND-HELD OR WALK BEHIND EQUIPMENT. DO NOT ALLOW BACKFILL MATERIAL TO FREE-FALL INTO TRENCH.
2. UNDER EXISTING AND FUTURE PAVEMENT, SIDEWALKS, AND DRIVEWAYS WITHIN THE CITY OF CLEVELAND CORPORATION LIMITS, PLACE AND COMPACT CONTROLLED LOW STRENGTH MORTAR - CONTROLLED DENSITY FILL (CLSM-CDF) TRENCH BACKFILL TO PAVEMENT SUBGRADE. PLACE CLSM-CDF IN OTHER MUNICIPALITIES WHERE PERMITTED OR DIRECTED.
3. UNDER EXISTING AND FUTURE PAVEMENT, SIDEWALKS, AND DRIVEWAYS IN OTHER MUNICIPALITIES WHERE PERMITTED, PLACE AND COMPACT PREMIUM TRENCH BACKFILL MATERIAL IN MAXIMUM 6" LIFTS TO 95% OF STANDARD PROCTOR AT +/-2% OF OPTIMUM MOISTURE CONTENT TO PAVEMENT SUBGRADE. IF NOT PERMITTED, FOLLOW LOCAL REQUIREMENTS.
4. IN LAWNS AND STREETSCAPE AREAS, PLACE AND COMPACT SUITABLE TRENCH BACKFILL MATERIAL IN MAXIMUM 6" LIFTS TO 85% OF STANDARD PROCTOR AT +/-3% OF OPTIMUM MOISTURE CONTENT TO FINAL RESTORATION SUBGRADE.



REVISIONS		
NO.	DATE	BY

CITY OF CLEVELAND  
DEPARTMENT OF PUBLIC UTILITIES  
DIVISION OF WATER (CWD)

WATER MAIN TRENCH DETAILS  
DETAIL NO.: PVC-001  
SCALE: N.T.S. DATE: 7/9/2024

WATER WORK DETAILS

CUY-SHELDON RD.

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**PROJECT DESCRIPTION**

THE LIGHTING ACTIVITIES OF THIS PROJECT INCLUDE THE INSTALLATION OF POST TOP STREET LIGHTS, CONVENTIONAL STREET LIGHTS, FOUNDATIONS, POLES, RELATED WIRING, CONDUIT, PULL BOXES, AND CONTROL CENTERS.

**PROPOSED WORK AND LIGHTING LIMITS ALONG SHELDON ROAD:**

1. ON EXISTING UTILITY POLES WHICH ARE TO BE RELOCATED, REMOVE LUMINAIRE BRACKETS AND CABLE WIRING.
2. INSTALL NEW DECORATIVE POST TOP LIGHTING ON SHELDON BRIDGE.
3. INSTALL NEW CONVENTIONAL STREET LIGHTING ALONG SHELDON ROAD.
4. CONNECT NEW POST TOP AND CONVENTIONAL STREET LIGHTING SYSTEMS TO EXISTING OVERHEAD ELECTRIC CIRCUIT AS SHOWN IN PLANS.

CEI FIRST ENERGY IS RESPONSIBLE FOR THE ERECTION AND INSTALLATION OF THE RELOCATED UTILITY POLES. CONTRACTOR SHALL COORDINATE CLOSELY WITH CEI FIRST ENERGY FOR THE REMOVAL OF EXISTING LUMINAIRES AND POWER SERVICE TIE-IN.

**SPECIFICATION**

THESE NOTES ARE SUPPLEMENTAL TO ITEMS 625 AND 725 OF THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION OF MATERIAL SPECIFICATIONS.

**PROPOSED LIGHTING CIRCUITS**

ALL NEW LIGHTING AND MODIFIED EXISTING LIGHTING CIRCUITS WILL BE SERVICED FROM 120 / 240 VOLT, SINGLE PHASE POWER SUPPLIES. ALL PROPOSED LIGHTING CIRCUITS WILL BE 120 VOLT, 2 WIRE, SINGLE PHASE, WITH A GROUND CONDUCTOR, WHERE APPLICABLE (NOTED AS 3" #4 OR 3" #10 AWG ON THE KEYNOTES). A SEPARATE GROUNDING CONDUCTOR WILL NOT BE ADDED TO ANY EXISTING CIRCUIT SEGMENT.

**ITEM 625, POWER SERVICE, AS PER PLAN**

IN ADDITION TO THE REQUIREMENTS OF THE SPECIFICATIONS, THE FOLLOWING IS ADDED.

THE POWER SUPPLYING AGENCY FOR THIS PROJECT IS:

POWER COMPANY	CEI FIRST ENERGY
ADDRESS	6856 MILLER ROAD, SUITE 101, BRECKSVILLE, OHIO 44141
PHONE NUMBER	440-546-8706
CONTACT NAME	JOHN ZASSICK

POWER SERVICE SHALL BE AS PER SPECIFICATION 625 AND STANDARD CONSTRUCTION DRAWING TC-83.10 WITH THE FOLLOWING CONDITIONS:

THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE POWER COMPANY FOR THE ELECTRICAL SERVICE CONNECTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REQUESTING AND SCHEDULING ANY INSPECTIONS THE POWER COMPANY MAY REQUIRE FOR THE POWER SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY CHARGES MADE BY THE POWER COMPANY FOR WORK BY THE COMPANY IN CONJUNCTION WITH THE ESTABLISHMENT OF THE REQUIRED SERVICE.

THE ENGINEER SHALL ENSURE THAT EACH POWER SERVICE ELECTRICAL ENERGY ACCOUNT IS IN THE NAME OF AND THAT THE BILLING ADDRESS IS TO THE MAINTAINING AGENCY NOTED IN THE PLANS. THIS SHALL BE DONE NOT ONLY FOR EACH NEW POWER SERVICE ESTABLISHED BY THIS PROJECT BUT ALSO FOR EACH EXISTING POWER SERVICE, SINCE THERE MAY BE A REASSIGNMENT OF THE RESPONSIBILITY FOR AN EXISTING SERVICE AS A RESULT OF THE WORK PERFORMED BY THIS PROJECT.

THE VOLTAGE SUPPLIED SHALL BE, NOMINALLY, 120 VOLTS.

DISCONNECT SWITCHES AND ELECTRIC METERS ARE NOT TO BE USED ON PROPOSED CIRCUITS SERVICING STREET LIGHTS. UNMETERED CIRCUITS WILL TRANSFER TO CEI FIRST ENERGY. METERED CIRCUITS WILL TRANSFER TO THE RESPECTIVE MUNICIPALITY IN WHICH IT RESIDES.

ELECTRICAL ENERGY FROM EXISTING POWER SERVICES SHALL CONTINUE TO BE CHARGED TO THE MAINTAINING AGENCY. THE CONTRACTOR SHALL PAY ELECTRICAL ENERGY CHARGES FOR THE NEW POWER SERVICES ESTABLISHED BY THIS PROJECT. AFTER ACCEPTANCE OF THE LIGHTING, THE POWER SERVICE ELECTRICAL ENERGY ACCOUNT SHALL BE TRANSFERRED TO THE MAINTAINING AGENCY NOTED IN THE PLANS. THIS SHALL INCLUDE NEW POWER SERVICE ESTABLISHED BY THIS PROJECT AS WELL AS REASSIGNMENT OF EXISTING SERVICE DUE TO WORK PERFORMED BY THIS PROJECT.

SUBMIT SHOP DRAWINGS (CATALOG CUTS) TO THE ENGINEER / CEI FIRST ENERGY FOR THEIR APPROVAL.

PAYMENT WILL BE MADE AT THE UNIT BID PRICE FOR EACH CMS ITEM 625, "POWER SERVICE, AS PER PLAN," WHICH SHALL BE FULL COMPENSATION FOR ALL LABOR, MATERIALS, AND INCIDENTALS REQUIRED TO COMPLETE THIS ITEM IN A SATISFACTORY AND WORKMANLIKE MANNER.

**CONFLICTS WITH EXISTING UTILITIES**

PRIOR TO INSTALLING ANY OF THE PROPOSED STREET LIGHTING EQUIPMENT, PULL BOXES, CONDUIT, AND POWER SUPPLIES, THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO TYPE AND LOCATION OF ALL UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID ANY DAMAGE. ALL REPAIRS TO ANY DAMAGE TO EXISTING OR PROPOSED UTILITIES CAUSED BY THE FAILURE TO COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES AND DRILL APPROPRIATE UTILITY TEST HOLES, WILL BE PAID FOR BY THE CONTRACTOR.

THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UNDERGROUND PIPES, DRAINAGE, ELECTRICAL CONDUIT, DUCT BANKS, WATERLINES, COMMUNICATION DUCTS, AND OTHER STRUCTURES BY CONTACTING OWNERS OF UNDERGROUND UTILITIES AND BY DRILLING APPROPRIATE UTILITY TEST HOLES. REFER TO: ITEM 625, LIGHTING, MISC.: FOUNDATION TEST HOLE.

COORDINATE THE LIGHTING PLANS WITH THE ROADWAY CONSTRUCTION PLANS AND CROSS-SECTIONS. ALL LIGHTING EQUIPMENT SYMBOLS SHOWN ON THE LIGHTING PLANS ARE NOT DRAWN TO SCALE, ARE SHOWN DIAGRAMMATICALLY, AND MAY NOT BE IN THE EXACT LOCATION REQUIRED.

THE CONTRACTOR SHALL MAINTAIN PROPER CLEARANCE FROM ALL OVERHEAD AND UNDERGROUND UTILITIES AND SHALL CONTACT EACH UTILITY FOR SPECIFIC REQUIREMENTS.

**ITEM 625, LIGHTING, MISC.: FOUNDATION TEST HOLE**

IF UNDERGROUND OBSTRUCTIONS ARE ENCOUNTERED THAT PRECLUDE THE USE OF THE STANDARD OR ALTERNATE FOUNDATION DESIGNS, THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH COMPLETE INFORMATION REGARDING THE OBSTRUCTION, INCLUDING TYPE (I.E. UTILITY), SIZE, DEPTH, AND LATERAL CLEARANCES TO THE SIDES OF THE FOUNDATION EXCAVATION. THE FOUNDATION HOLE SHALL BE COVERED WITH A STEEL PLATE UNTIL THE ENGINEER DETERMINES IF A NEW FOUNDATION LOCATION WILL BE REQUIRED.

PAYMENT WILL BE MADE AT THE UNIT PRICE BID UNDER CMS ITEM 625, LIGHTING, MISC.: FOUNDATION TEST HOLE FOR EACH TEST HOLE PERFORMED WHICH SHALL BE FULL COMPENSATION FOR ALL LABOR, MATERIALS, AND INCIDENTALS REQUIRED TO COMPLETE THIS ITEM.

THE FOLLOWING ESTIMATED QUANTITY IS INCLUDED IN THE SUBSUMMARY FOR USE AS DIRECTED BY THE ENGINEER.

ITEM 625 - LIGHTING, MISC.: FOUNDATION TEST HOLE 4 EACH

**ITEM 625, LUMINAIRE, CONVENTIONAL, SOLID STATE (LED), IES-III, 14K LUMEN, 3000K, 120V**

THIS ITEM CONSISTS OF SUPPLYING CONVENTIONAL STREET LIGHTING FOR ROADWAY ILLUMINATION AND INSTALLATION AT LOCATIONS INDICATED IN THE PLANS. THIS ITEM SHALL COMPLY WITH THE REQUIREMENTS OF ODOT'S CONSTRUCTION AND MATERIAL SPECIFICATIONS 625 AND 725.

LUMINAIRES FOR CONVENTIONAL LIGHTING WITH AN IES III DISTRIBUTION AND 122 WATT LED LAMPS SHALL BE COOPER LIGHTING ARCHEON ARCH-N-AF48-120-0-U-T3-2030, GENERAL ELECTRIC "EVOLVE ERLH" ERLH-1-15-C3-30-X-GRAY-LR, OR EQUAL AS APPROVED BY THE ENGINEER. LUMINAIRES SHALL BE INSTALLED WITH SHIELDING TO PREVENT LIGHT TRESPASS ONTO ADJACENT PROPERTIES.

PAYMENT WILL BE MADE AT THE UNIT PRICE BID UNDER CMS FOR ITEM 625, LUMINAIRE, CONVENTIONAL, SOLID STATE (LED), IES-III, 14K LUMEN, 3000K, 120V FOR EACH LUMINAIRE WHICH SHALL BE FULL COMPENSATION FOR ALL LABOR, MATERIALS, HOUSE SIDE SHIELDS, AND INCIDENTALS REQUIRED TO COMPLETE THIS ITEM IN A SATISFACTORY AND WORKMANLIKE MANNER.

**ITEM 625, LUMINAIRE, POST TOP, SOLID STATE (LED), IES-II, 2K LUMEN, 3000K, 120V**

THIS ITEM CONSISTS OF SUPPLYING DECORATIVE, POST-TOP, LANTERN STYLE LIGHTING FOR ROADWAY ILLUMINATION AND INSTALLATION AT LOCATIONS INDICATED IN THE PLANS. THIS ITEM SHALL COMPLY WITH THE REQUIREMENTS OF ODOT'S CONSTRUCTION AND MATERIAL SPECIFICATIONS 625 AND 725.

THE DECORATIVE, POST-TOP, LANTERN LUMINAIRE SHALL HAVE A NOMINAL HEIGHT OF 16 FEET ABOVE THE BRIDGE DECK.

PROVIDE A LUMINAIRE WITH A B-U-G UP-LIGHTING RATING OF U4 OR LESS.

LUMINAIRES FOR DECORATIVE, POST-TOP, LANTERN LIGHTING WITH AN IES II DISTRIBUTION AND 25 WATT LED LAMPS SHALL BE PROVIDENCE SMALL PROS-Y2-2030, OR EQUAL AS APPROVED BY THE ENGINEER. LUMINAIRES SHALL BE INSTALLED WITH SHIELDING TO PREVENT LIGHT TRESPASS ONTO ADJACENT PROPERTIES.

PROVIDE A LUMINAIRE COMPATIBLE WITH THE LIGHTING BRANCH CIRCUIT SHOWN IN THE PLANS. ASSURE THE LUMINAIRE POST-FITTER HAS A HINGED OR CAPTIVE DOOR. ASSURE THE LUMINAIRE CAN MOUNT A PHOTOCELL OR WIRELESS CONTROL THAT USES A NEMA STANDARD PHOTOCCELL RECEPTACLE.

PROVIDE A LUMINAIRE WITH 3G VIBRATION RATING. PROTECT EACH LUMINAIRE USING A SURGE PROTECTIVE DEVICE (SPD) CONFORMING TO ODOT SUPPLEMENTAL SPEC 913.

PROVIDE A LUMINAIRE WITH FACTORY-APPLIED BLACK FINISH MEETING SUPPLEMENTAL SPECIFICATION 916.

PAYMENT WILL BE MADE AT THE UNIT PRICE BID UNDER CMS FOR ITEM 625, LUMINAIRE, POST TOP, SOLID STATE (LED), IES-II, 2K LUMEN, 3000K, 120V FOR EACH LUMINAIRE WHICH SHALL BE FULL COMPENSATION FOR ALL LABOR, MATERIALS, HOUSE SIDE SHIELDS, AND INCIDENTALS REQUIRED TO COMPLETE THIS ITEM IN A SATISFACTORY AND WORKMANLIKE MANNER.

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LIGHTING NOTES

CUY-SHELDON RD.

**LIGHT POLE ANCHOR BOLTS ON STRUCTURES**

FOR LIGHT POLES MOUNTED ON THE BRIDGE PARAPET, THE REQUIRED ANCHOR BOLTS MAY DIFFER IN LENGTH AND/OR SHAPE FROM THOSE REQUIRED WHEN THE POLE IS MOUNTED ON A CAST-IN-PLACE DRILLED SHAFT FOUNDATION. THE COST DIFFERENTIAL FOR FURNISHING SUCH BOLTS IS INCLUDED HEREIN.

IN ADDITION, THERE IS NO FOUNDATION CONSTRUCTION ITEM IN WHICH TO INCLUDE THE SETTING OF THE ANCHOR BOLTS. THUS, THE SETTING OF THE ANCHOR BOLTS INTO THE PARAPET IS ALSO PART OF THIS WORK.

PAYMENT WILL BE MADE AT EACH SUCH POLE LOCATION AT THE UNIT PRICE BID FOR EACH C&M'S ITEM 625, "LIGHT POLE ANCHOR BOLTS ON STRUCTURE" AND SHALL BE FULL COMPENSATION FOR FURNISHING AND PLACING THE SET OF ANCHOR BOLTS REQUIRED.

**CONDUIT EXPANSION AND DEFLECTION**

EXPANSION FITTINGS SHALL BE OZ TYPE AX, CROUSE HINDS TYPE XJG, OR EQUAL APPROVED BY THE ENGINEER. EACH EXPANSION FITTING SHALL PROVIDE EITHER 4 OR 8 INCHES TOTAL MOVEMENT AS SPECIFIED BY THE PLAN DETAILS AND SHALL HAVE AN EXTERNAL COPPER BONDING JUMPER, UNLESS SPECIFIED OTHERWISE BY THE PLAN DETAILS.

DEFLECTION COUPLINGS SHALL BE OZ TYPE DX, CROUSE HINDS TYPE XD, OR EQUAL APPROVED BY THE ENGINEER. EACH DEFLECTION COUPLING SHALL HAVE AN EXTERNAL COPPER BONDING JUMPER, UNLESS SPECIFIED OTHERWISE BY THE PLAN DETAILS. MINIMUM DEFLECTION CAPABILITY: 25°.

EXPANSION AND DEFLECTION FITTINGS FULLY OR PARTIALLY EMBEDDED IN CONCRETE, SOIL, OR SIMILAR MATERIAL SHALL BE COMPLETELY WRAPPED IN A NEOPRENE SLEEVE OR SHEET OF 1/2-INCH MINIMUM THICKNESS.

SECURE NEOPRENE WRAP WITH TIE-WRAP PRIOR TO EMBEDMENT OF THE FITTING.

**UNDERDRAINS FOR PULL BOXES**

UNDERDRAINS FOR PULL BOXES SHALL BE USED AS DIRECTED BY THE ENGINEER AND SHALL BE PROVIDED WHEN THE LENGTH REQUIRED FOR A SATISFACTORY OUTLET DOES NOT EXCEED APPROXIMATELY 40 FEET. AN ESTIMATED QUANTITY OF 32 FEET OF ITEM 611 - 4" CONDUIT, TYPE E AND 1 EACH OF ITEM 611 - PRECAST REINFORCED CONCRETE OUTLET IS INCLUDED IN THE GENERAL SUMMARY FOR THIS PURPOSE.

**ITEM 625 - UNDERGROUND WARNING/MARKING TAPE, AS PER PLAN**

THE LOCATION OF CONDUIT IN TRENCH SHALL BE MARKED BY THE USE OF A CONTINUOUS IDENTIFYING TAPE BURIED IN THAT TRENCH ABOVE THE CONDUIT LINE. IN ADDITION TO THE REQUIREMENTS OF 625.20 AND 725.22, THE TAPE SHALL BE RED WITH THE WORDS "ELECTRIC" PRINTED IN BLACK LETTERS ON ONE SIDE ONLY.

THE CONTRACTOR SHALL BURY THE TAPE IN THE TRENCH WITH ONE STRIP PLACED APPROXIMATELY DOWN THE CENTER LINE AND 5" TO 10" BELOW THE FINAL GRADE. THE TAPE SHALL BE "TERRA TAPE", "ALLEN SYSTEM'S", OR AN EQUAL AS APPROVED BY THE ENGINEER IN ADVANCE.

PAYMENT FOR ITEM 625 - UNDERGROUND WARNING/MARKING TAPE, AS PER PLAN WILL BE MADE AT THE CONTRACT UNIT PRICE BID PER FOOT, COMPLETE AND IN PLACE. THE FOLLOWING ESTIMATED QUANTITY HAS BEEN CARRIED TO THE GENERAL SUMMARY FOR USE AS DESCRIBED HEREIN.

**ITEM 625 - GROUND ROD, AS PER PLAN**

IN ADDITION TO THE REQUIREMENTS OF 625.16, THIS ITEM SHALL CONSIST OF FURNISHING AND RUNNING OF A SEVEN (7) STRAND, NO 4, AWG COPPER WIRE FROM THE TOP OF THE GROUND ROD AND ATTACHING IT TO THE NEUTRAL BAR IN THE CABINET.

PAYMENT WILL BE MADE AT THE CONTRACT UNIT PRICE BID PER EACH.

**POLE FOUNDATION ELEVATIONS**

ELEVATIONS SHOWN IN THE PLANS FOR POLE FOUNDATIONS ARE FOR COMPUTATIONAL PURPOSES ONLY. THE ACTUAL ELEVATION OF THE FOUNDATION SHALL BE IN ACCORDANCE WITH TRAFFIC SCD TC.21.21 PROVIDED THE EXISTING SLOPE IS LESS THAN 6:1.

AT LOCATIONS WHERE THE EXISTING SLOPE IS 6:1 OR GREATER, THE BURIED DEPTH OF FOUNDATION, AS SHOWN IN SCD TC.21.21 SHALL APPLY TO THE LOW SIDE OF THE SLOPE. THE TOP OF THE FOUNDATION SHALL BE SET 2 INCHES (50 MILLIMETERS) ABOVE THE EXISTING SURFACE ON THE HIGH SIDE OF THE SLOPE. THE ADDITIONAL DEPTH OF FOUNDATION NECESSARY TO MEET THESE REQUIREMENTS SHALL BE ADDED TO THE FORMED TOP.

**ITEM SPECIAL, MAINTAIN EXISTING LIGHTING**

EXISTING ROADWAYS WHICH ARE TO REMAIN OPEN TO TRAFFIC DURING CONSTRUCTION OF THIS PROJECT AND WHICH ARE LIGHTED SHALL HAVE THE LIGHTING MAINTAINED AS DESCRIBED HEREIN.

BEFORE ANY WORK IS STARTED IN THE IMMEDIATE VICINITY OF THE EXISTING LIGHTING CIRCUITS, REPRESENTATIVES OF ODOT, THE MAINTAINING AGENCY, AND THE CONTRACTOR SHALL MAKE A VISUAL INSPECTION OF THE EXISTING ROADWAY LIGHTING CIRCUITS TO BE MAINTAINED. DURING THIS INSPECTION, A WRITTEN RECORD OF THE CONDITION OF EXISTING LIGHTING SHALL BE MADE BY ODOT'S REPRESENTATIVE. THIS WRITTEN REPORT SHALL NOTE INDIVIDUAL LUMINAIRES WHICH ARE NOT IN WORKING ORDER, INDIVIDUAL POLES WHICH ARE NOT STANDING, AND INDIVIDUAL CIRCUITS WHICH ARE NOT IN WORKING. THE COMPLETED REPORT SHALL BE SIGNED BY THE REPRESENTATIVES OF ODOT, THE MAINTAINING AGENCY AND THE CONTRACTOR.

IF, AS A RESULT OF THIS INSPECTION, IT IS DETERMINED THAT THE CONDITION OF THE EXISTING SYSTEM IS BELOW THAT REQUIRED FOR THE SAFETY OF THE TRAVELING PUBLIC, THEN THE MAINTAINING AGENCY SHALL MAKE THE REPAIRS NECESSARY TO RETURN THE SYSTEM TO AN ACCEPTABLE CONDITION. FOLLOWING THESE REPAIRS, THE SYSTEM SHALL AGAIN BE INSPECTED AND A REPORT SHALL BE MADE AND SIGNED AS OUTLINED HEREIN.

WHEN THE EXISTING SYSTEM IS IN AN ACCEPTABLE CONDITION, IT SHALL BE TURNED OVER TO THE CONTRACTOR WHO SHALL THEN BE REQUIRED TO MAINTAIN THE EXISTING LIGHTING TO THE CONDITION OUTLINED IN THIS REPORT WITH THE EXCEPTION OF KNOCKDOWNS DUE TO TRAFFIC CRASHES.

REPLACEMENT OF KNOCKED DOWN UNITS SHALL BE DONE ONLY WHEN THE ENGINEER HAS DETERMINED THAT THE REPLACEMENT OF THE KNOCKED DOWN UNIT IS NECESSARY AND SHALL BE PAID SEPARATELY ON A UNIT BASIS.

BETTERMENTS SHALL BE COVERED IN ITEMS OF WORK PERTAINING TO THE CONSTRUCTION OF PERMANENT IMPROVEMENT.

WHEN THE SEQUENCE OF CONSTRUCTION ACTIVITIES REQUIRES, OR SHOULD THE CONTRACTOR DESIRE, THE REMOVAL OF THE EXISTING LIGHTING BEFORE THE NEW LIGHTING IS OPERATIONAL, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TEMPORARY LIGHTING OF THIS PORTION OF THE ROADWAY.

PRIOR TO INSTALLING SUCH LIGHTING, THE CONTRACTOR SHALL PREPARE AND SUBMIT FOUR SETS OF THE TEMPORARY LIGHTING PLAN TO THE ENGINEER FOR REVIEW AND APPROVAL.

THIS PLAN SHALL SHOW LOCATIONS OF POLES, LENGTHS OF BRACKET ARMS, STYLES OF LUMINAIRES, MOUNTING HEIGHTS, WIRING METHODS AND OTHER PERTINENT INFORMATION. THE TEMPORARY LIGHTING SHALL PROVIDE AN AVERAGE INITIAL INTENSITY OF 1.2 FOOTCANDLES WITH AN AVERAGE TO MINIMUM UNIFORMITY NOT TO EXCEED 3:1. MOUNTING HEIGHT OF TEMPORARY LUMINAIRES SHALL NOT BE LESS THAN 30 FEET, AND THE MINIMUM OVERHEAD CONDUCTOR CLEARANCE SHALL BE 20 FEET. TEMPORARY OVERHEAD CONSTRUCTION SHALL NOT BE LESS THAN GRADE "B" FOR STRENGTH REQUIREMENTS AS DEFINED BY THE NATIONAL ELECTRIC SAFETY CODE. WOOD POLES WITH OVERHEAD WIRING MAY BE USED. HOWEVER, TEMPORARY LIGHTING SHALL MEET FEDERAL AND STATE SAFETY CRITERIA. IF BREAKAWAY POLES ARE USED TO MEET THESE CRITERIA, THEY UNDERGROUND WIRING SHALL BE USED. RECONDITIONED OR USED MATERIALS MAY BE FURNISHED FOR TEMPORARY LIGHTING. ALL MATERIALS NECESSARY TO COMPLETE THE TEMPORARY LIGHTING SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. WHEN NO LONGER NEEDED, THE TEMPORARY LIGHTING INSTALLATION SHALL BE REMOVED AND PROPERLY DISPOSED OF BY THE CONTRACTOR.

WHEN THE PROJECT BEGINS AND THE CONTRACTOR HAS TAKEN OVER MAINTENANCE OF THE EXISTING FACILITIES, THE CONTRACTOR IS RESPONSIBLE FOR ALL REQUIRED LAYOUTS AND LOCATIONS OF THE EXISTING AND PROPOSED ELECTRICAL CIRCUITS AND RELATED ITEMS WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL LOCATE AND MARK ALL UNDERGROUND ELECTRICAL CIRCUITS (INCLUDING TRAFFIC LOOPS AND LOOP LEAD-INS) FOR THE DURATION OF THE PROJECT.

THE MAINTAINING AGENCY WILL PAY FOR ELECTRICAL ENERGY CONSUMED BY EXISTING POWER SERVICES AND BY PROPOSED PERMANENT POWER SERVICES AFTER ACCEPTANCE OF THE LIGHTING WORK. THE CONTRACTOR WILL PAY FOR ELECTRICAL ENERGY, INSTALLATION, REMOVAL AND MAINTENANCE OF ANY TEMPORARY POWER SERVICES.

THE LUMP SUM PRICE BID FOR ITEM SPECIAL "MAINTAIN EXISTING LIGHTING" SHALL INCLUDE PAYMENT FOR ALL LABOR, EQUIPMENT, MATERIALS AND INCIDENTALS NECESSARY TO MAINTAIN THE EXISTING LIGHTING AS SPECIFIED HEREIN.

THE UNIT PRICE BID FOR ITEM SPECIAL "REPLACEMENT OF EXISTING LIGHTING UNIT" SHALL BE FULL PAYMENT FOR THE REPLACEMENT OF AN EXISTING LIGHTING UNIT WHICH HAS BEEN KNOCKED DOWN AFTER THE AFOREMENTIONED INSPECTION AND SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS AND INCIDENTALS NECESSARY TO PROVIDE A REPLACEMENT FOR SUCH UNIT.

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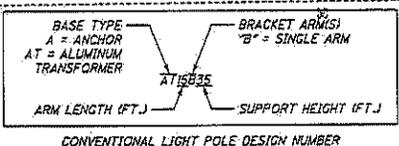
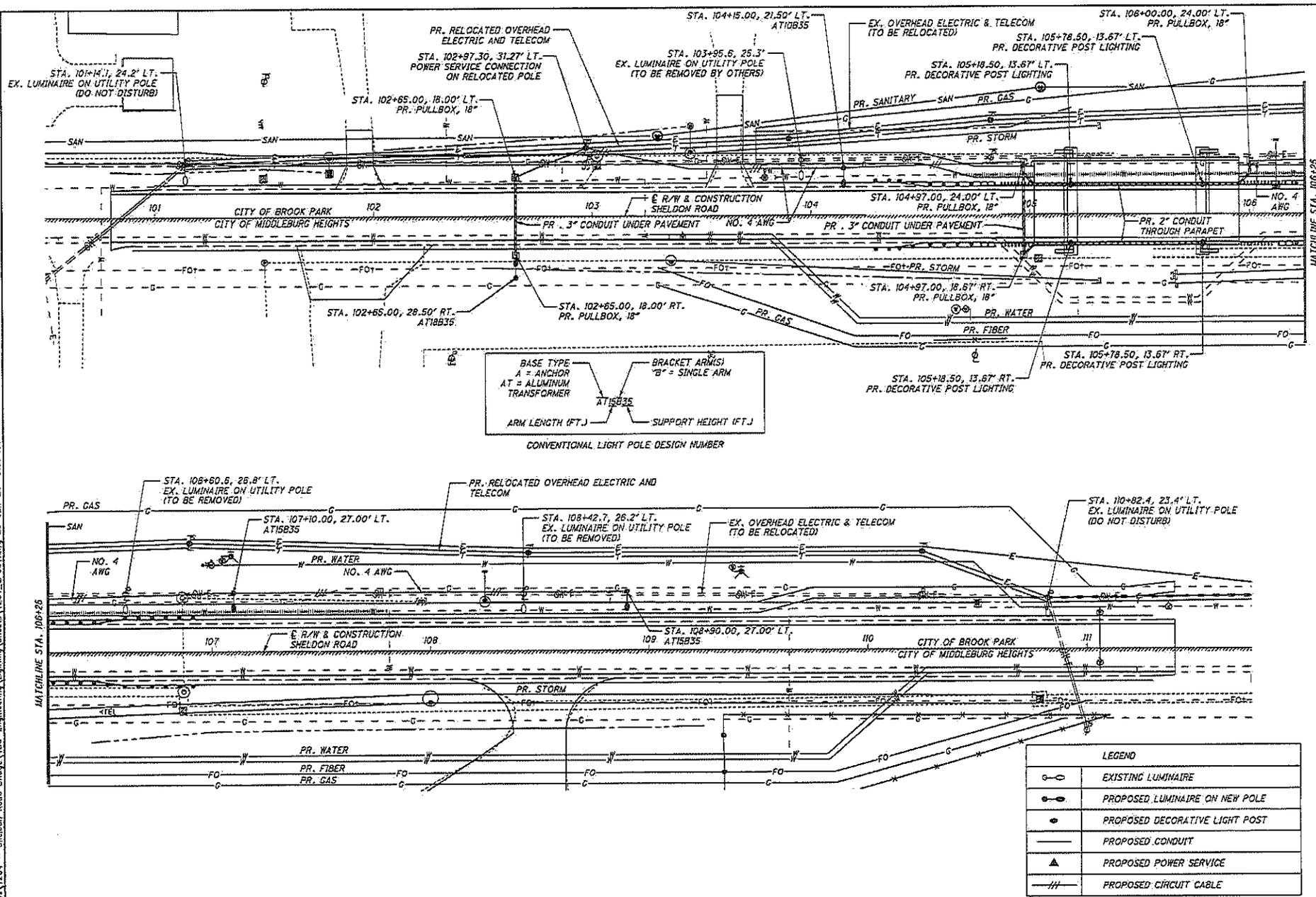
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LIGHTING NOTES

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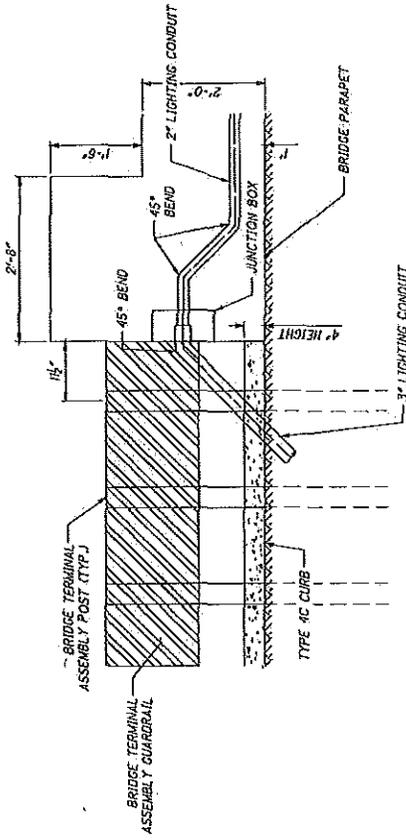
LEGEND	
	EXISTING LUMINAIRE
	PROPOSED LUMINAIRE ON NEW POLE
	PROPOSED DECORATIVE LIGHT POST
	PROPOSED CONDUIT
	PROPOSED POWER SERVICE
	PROPOSED CIRCUIT CABLE



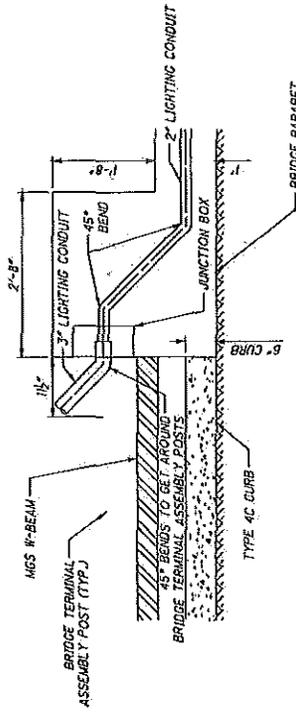
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 MATCHLINE STA. 106+25

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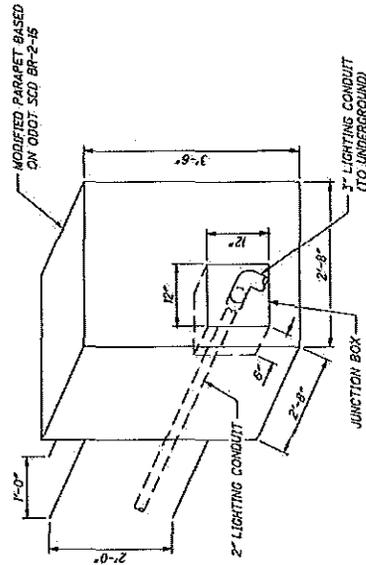
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STRUCTURE CONDUIT DETAIL II - ELEVATION VIEW

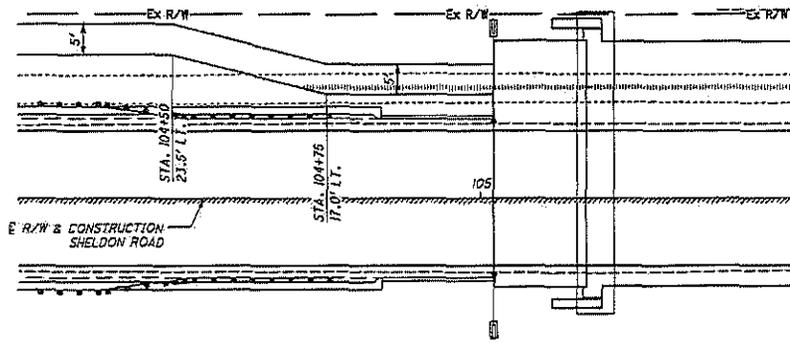


STRUCTURE CONDUIT DETAIL II - PLAN VIEW

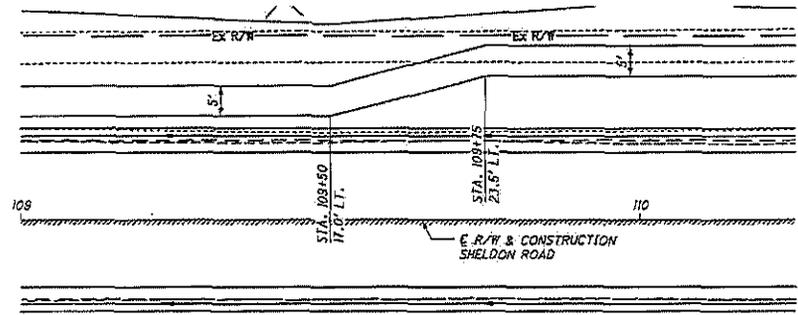


STRUCTURE CONDUIT DETAIL I

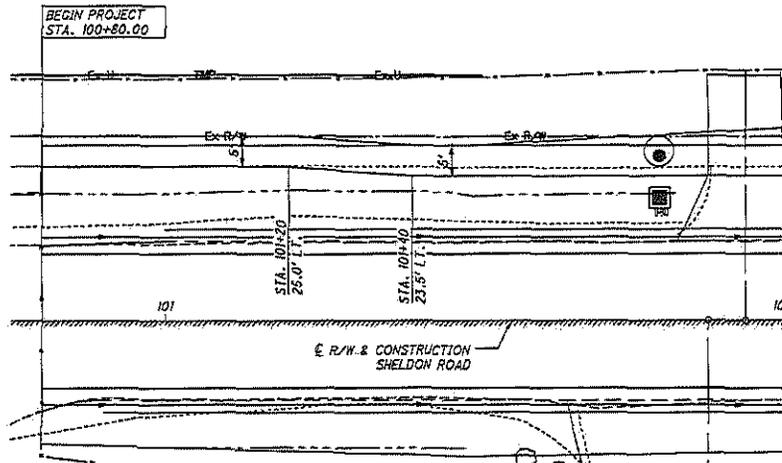
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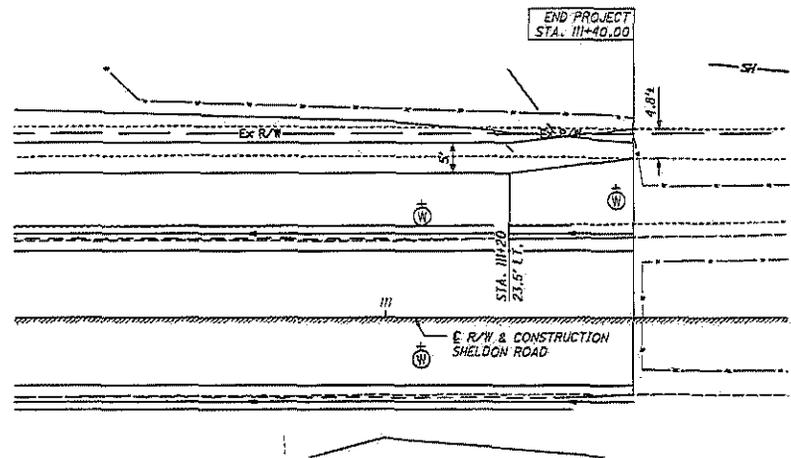
SIDEWALK SHIFT DETAILS  
WEST SIDE OF BRIDGE



SIDEWALK SHIFT DETAILS  
EAST SIDE OF BRIDGE



SIDEWALK SHIFT DETAILS  
WEST END OF PROJECT



SIDEWALK SHIFT DETAILS  
EAST END OF PROJECT



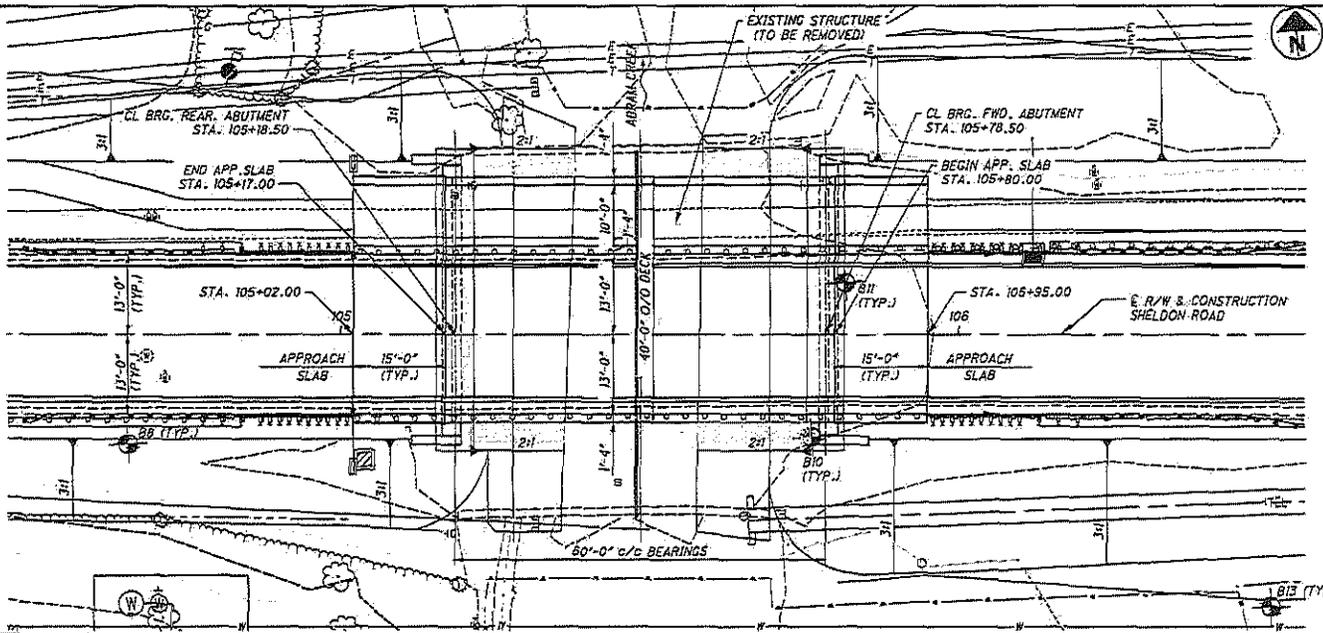
VERTICAL SCALE IN FEET  
HORIZONTAL SCALE IN FEET  
DATE: 06/23/25  
CHECKED: JLN

SIDEWALK  
DETAILS

CUY-SHELDON RD.

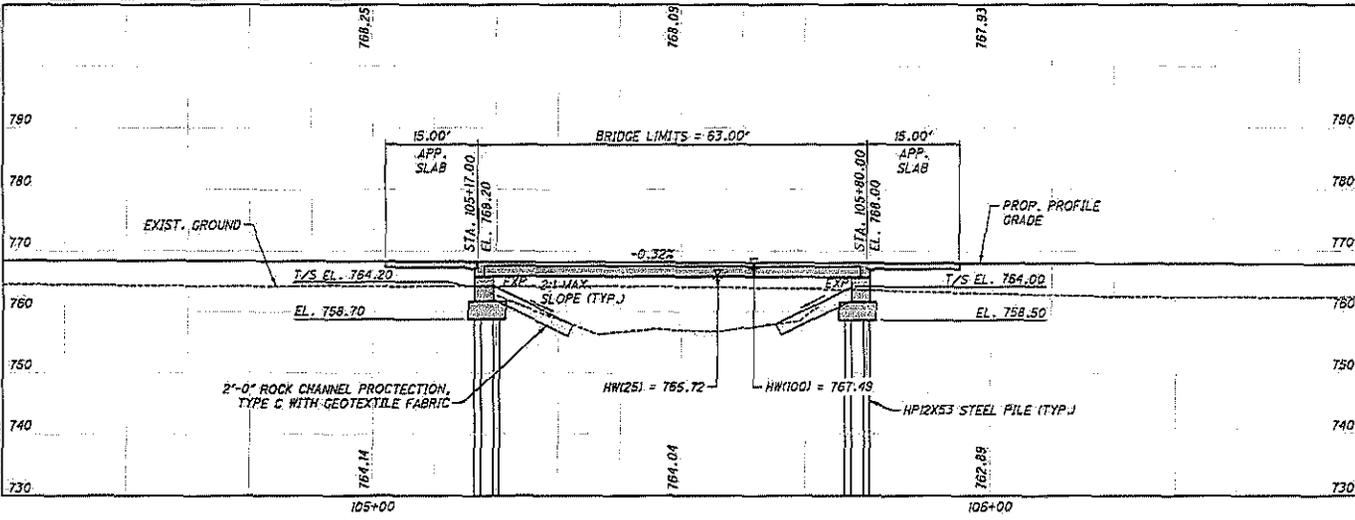


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 EXISTING PROFILE ELEVATIONS  
 PROPOSED PROFILE ELEVATIONS



ESTIMATED PILE LENGTHS		
LOCATION	PILE TYPE	LENGTH
REAR ABUTMENT	HP 12x53	76.7'
FORWARD ABUTMENT	HP 12x53	76.0'

PLAN



PROFILE ALONG E CONSTRUCTION SHELDON ROAD

BENCHMARK DATA			
BM #100	STA. 100+44.00	ELEV. 771.10	OFFSET 18.84' LT.
BM #101	STA. 103+71.52	ELEV. 765.11	OFFSET 16.10' RT.
BM #102	STA. 109+56.31	ELEV. 764.27	OFFSET 16.55' RT.
BM #103	STA. 114+00.69	ELEV. 773.28	OFFSET 14.73' RT.

- NOTES**
- EARTHWORK LIMITS SHOWN APPROXIMATE. ACTUAL SLOPES SHALL CONFORM TO PLAN CROSS SECTIONS.
  - SEE LIGHTING PLANS (SHEETS 47-50) FOR BRIDGE LIGHTING.

**LEGEND**

⊗ BORING LOCATION

TRAFFIC DATA	
CURRENT ADT (2024) = 7420	DESIGN ADT (2044) = 7420
CURRENT ADTT (2024) = 536	DESIGN ADTT (2044) = 536
DIRECTIONAL DISTRIBUTION = 50%	

HYDRAULIC DATA	
DRAINAGE AREA = 4.51 SQUARE MILES	
Q(25) = 740.12 CFS	V(25) = 1.89 FPS
Q(100) = 1060.54 CFS	V(100) = 2.66 FPS
PROPOSED STRUCTURE LOW CHORD IS SUBMERGED IN 25-YEAR FLOW BY 0.02'	
PROPOSED STRUCTURE LOW CHORD IS SUBMERGED IN 100-YEAR FLOW BY 1.78'	

EXISTING STRUCTURE	
TYPE: CAST-IN-PLACE REINFORCED CONCRETE RIGID FRAME BOX STRUCTURE (20' W X 7' H)	
SPAN: 20'(s)	
ROADWAY: 34'-4"(s) OUT/OUT	
SKEW: NONE	
WEARING SURFACE: ASPHALT CONCRETE	
ALIGNMENT: TANGENT	
CROWN: 0.0161/1 FT/FT	
STRUCTURE FILE NUMBER: 1833998	
DATE BUILT: 1934 MAJOR REHAB: NONE	
DISPOSITION: TO BE REPLACED	

PROPOSED STRUCTURE	
TYPE: SINGLE SPAN COMPOSITE PRESTRESSED CONCRETE BOX BEAMS WITH REINFORCED CONCRETE ABUTMENTS	
SPANS: 60'-0" C/C BEARINGS	
ROADWAY: 26'-0" FACE/FACE PARAPET, 10'-0" SIDEWALK	
LOADING: HL93, FWS = 0.060 KSF	
SKEW: NONE	
WEARING SURFACE: 1.25" MONOLITHIC CONCRETE	
APPROACH SLABS: AS-1-IS (15'-0" LONG)	
ALIGNMENT: TANGENT	
CROWN: 0.0160 FT/FT	
COORDINATES: LATITUDE 41° 23' 19" N	
LONGITUDE 81° 48' 51" W	
DECK AREA: 2,520 SQUARE FEET	

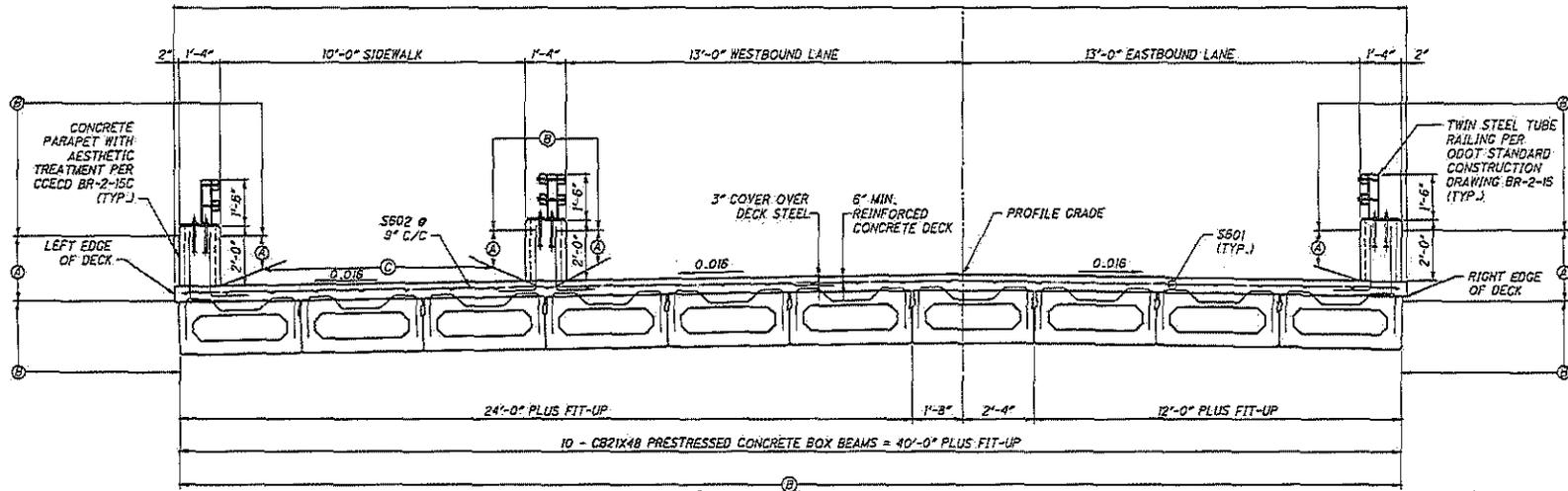
**EUTHEMICS**  
 CIVIL ENGINEERING  
 1100 W. 11th St., Suite 200  
 Lincoln, NE 68502  
 TEL: 402.441.1111 FAX: 402.441.1112

SHEET NO. 1/2  
 PROJECT NO. 1833998

COUNTY: CUYAHOGA  
 ROAD: SHELDON RD OVER ABRAHAM CREEK  
 STA. 105+17.00 TO STA. 105+100.00

DATE: 11-15-24  
 DRAWN BY: JLS  
 CHECKED BY: JLS  
 DESIGNED BY: JLS

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TRANSVERSE SECTION

LEGEND

- ① ITEM S11 - CONCRETE, MISC.; ARCHITECTURAL TREATMENT, SUPERSTRUCTURE
- ② ITEM SPECIAL - SEALING MISC.; ELASTOMERIC PROTECTIVE AND DECORATIVE CONCRETE COATING, SEE SHEET 55/53 FOR ADDITIONAL DETAILS.
- ③ ITEM S12 - SEALING OF CONCRETE SURFACES NON - EPOXY (CLAR COATING).

NOTES

1. PRESTRESSED CONCRETE BOX BEAMS DETAILS SHALL BE IN ACCORDANCE WITH ODOT STANDARD DRAWING PSBD-2-07.
2. FOR ADDITIONAL PARAPET AND RAILING DETAILS, SEE CUYAHOGA COUNTY ENGINEER CONSTRUCTION DRAWING (CCECD) BR-2-15C (PARAPET AESTHETIC DETAILS) AND TWIN STEEL TUBE RAILING PER ODOT STD. BRIDGE DWG. BR-2-15.

DESIGN TITLE STRUCTURE SECTIONS SHELDON RD OVER ABRIAM CREEK	DATE 11-15-24
DRAWN VBS	CHECKED BPS
REVISION LAB	STRUCTURE SEE DRAWING BR-2-15
CUY-SHELDON RD. PID No. N/A	
2 / 2	
53 55	

# EXHIBIT F



*Community Cost-Share Program  
Transfer Funds to NEORS D Request*

**Community Cost-Share Program  
REQUEST FUND TRANSFER  
TO NORTHEAST OHIO REGIONAL SEWER DISTRICT**

**Project Information**

Member Community: \_\_\_\_\_

Project Title: \_\_\_\_\_

Amount to be Transferred to NEORS D: \_\_\_\_\_

**Authorized Signature**

I certify that the costs outlined in this reimbursement request have been incurred in accordance with the approved project proposal as set forth in the Community Cost-Share agreement document(s). Furthermore, I affirm that the information contained herein is, to the best of my knowledge and belief, accurate and complete.

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF BROOK PARK, OHIO

ORDINANCE NO: \_\_\_\_\_

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE  
PROVIDING FOR A CONTRACT BETWEEN THE  
CUYAHOGA COUNTY GENERAL HEALTH DISTRICT AND  
THE CITY OF BROOK PARK, OHIO,  
AND DECLARING AN EMERGENCY

WHEREAS, the Cuyahoga County General Health District, has offered to provide health services for the City of Brook Park for the years 2026 and 2027. Such services to include all necessary medical, nursing, sanitary, laboratory, and such other health services as is required by the Statutes of the State of Ohio; and

WHEREAS, it is considered to be in the best interest of the City of Brook Park that said contract be entered into and to appropriate the sum of \$166,611.00 for 2026; and \$186,694.00 for 2025 for these services.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized and directed to enter into a two-year contract between the Cuyahoga County General Health District and the City of Brook Park, Ohio, for health services to be provided, and to include all necessary medical, nursing, sanitary, laboratory, and such other services as is required by the Statutes of the State of Ohio. A copy of said contract is attached hereto marked Exhibit "A", and made a part hereof as if fully rewritten herein.

SECTION 2: The Fiscal Officer of the Cuyahoga County is hereby authorized to deduct from Fund No. 100, General Fund said sum of \$166,611.00 in equal semi-annual installments of \$83,305.50 from the regular tax settlement to be made for said City for the year 2026; and the sum of \$186,694.00 in equal semi-annual installments of \$93,347.00 from the regular tax settlement to be made for said City for the year of 2027.

SECTION 3: This contract shall be in full force and effect from January 1, 2026 to December 31, 2027.

SECTION 4: The money needed for the aforesaid transaction shall be paid from funds appropriated from the General Fund No. 100 for said purpose.

SECTION 5: It is found and 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 that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 6: This ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to provide for a contract for the public health services for the years 2026 and 2027; provided that this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

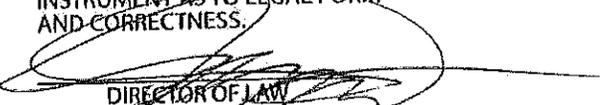
\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
Clerk of Council

APPROVED: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

I HEREBY APPROVE THE WITHIN  
INSTRUMENT AS TO LEGAL FORM  
AND CORRECTNESS.

  
DIRECTOR OF LAW

**PUBLIC HEALTH SERVICES AGREEMENT**  
(City with a General Health District - Authority--Sec. 3709.08 O.R.C.)



This Agreement is entered into on the 1<sup>st</sup> day of January, 2026 ("Effective Date") by and between the **Cuyahoga County Board of Health** (the "Board"), a separate political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and the **City of Brook Park**, a political subdivision, with its principal office located at 6161 Engle Road Brook Park, Ohio 44142 (the "City"), for and in consideration of the promises, covenants, and conditions hereinafter set forth.

WHEREAS, Cuyahoga County Board of Health is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01 and is endowed with all of the statutory and other authority granted to it by reason of the Ohio Statutes as amended from time to time by the State Legislature; and

WHEREAS, the City has continued to have a city public health district as required by Ohio law; and

WHEREAS, pursuant to ORC Section 3709.01, each city in the State constitutes a health district and each county is a "general health district," and as provided for in ORC Sections 3709.051, 3709.07, and 3709.10, there may be a union of a general health district and a city health district; and

WHEREAS, ORC Section 3709.08 authorizes cities and villages in Cuyahoga County to enter into an Agreement with the Cuyahoga County General Health District on certain terms and conditions; and

WHEREAS, the District Advisory Council of the Cuyahoga County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 20, 2025, at which by a majority vote of members representing the townships and villages of said county, did vote affirmatively on the question of providing public health services to the cities in Cuyahoga County, and did authorize the Chairman of the District Advisory Council to enter into an Agreement with the Mayor of the City for providing public health services therein; and

WHEREAS, the Board is engaged in the governance of providing public health services as described in this Agreement, has the knowledge, skill, and resources to provide such services, and desires to perform such services for or on behalf of the Board for the City; and

WHEREAS, the City is willing to enter into an Agreement with the Board to provide such services in accordance with the terms and conditions of Ohio law and this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

**1. EFFECTIVE DATE, TERM AND TERMINATION.**

- (a) **Effective Date, Term.** This Agreement shall commence on the Effective Date first stated above and shall continue through **December 31, 2027**, unless earlier terminated pursuant to Section 1(b).
- (b) **Termination.** This Agreement may be terminated upon the occurrence of one of the following events:
  - (i) Failure for any reason of the either party to fulfill its obligations under this Agreement, after written notice is provided by the non-breaching party of such failure providing at least ninety (90) days for the breaching party to correct any such failure, and if such failure is not corrected within said period, the non-breaching party may give written notice of immediate termination;

(ii) Upon nine (9) months written notice, or on or before April 1 of the year prior to termination by either party for any reason.

## 1. THE SERVICES.

- (a) **Scope of Services.** Subject to the terms and conditions contained in this Agreement and its exhibits, the Board will provide to the City and, as applicable, to all persons receiving the direct services provided for herein, the Services that are set forth and described in the Scope of Work (SOW) attached as **Exhibit A**, which Exhibit is incorporated herein.
- (b) Unless otherwise agreed by the Parties in writing, all transactions for Services through Board will be provided in accordance with the provisions of Ohio law and/or this Agreement, including any revisions of the same, as both Parties may from time to time execute to document the addition, revision, or enhancement of Services.
- (c) **Standard of Performance of Services.** The Board will devote such time and will use its best efforts as necessary to perform the Services in a professional manner that: (i) is consistent with the standards of its industry and in a good and workmanlike manner, and (ii) utilizes the care, skill, and diligence normally applied by other similar boards of health in the performance of services similar to the Services.
- (d) The City shall provide suitable space for the Board employees who make regular visits to the City on a daily or weekly basis.

## 2. PAYMENT.

- (a) **Compensation.** Compensation is based on the ten (10) year census population estimate for the City and a per capita rate established by the Board. The per capita rate is the same rate applied to all Villages, Townships in the general health district as well as for all cities that enter into a Public Health Services Agreement with the Board. The most recent ten (10) year census for population in the City dated September 2021, is 18,595 residents. The current per capita rate established by the Board is \$8.96 per capita for calendar year 2026 and \$10.04 per capita for calendar year 2027. The total amount due based on the per capita rate will be One hundred and sixty-six thousand six hundred and eleven dollars (\$166,611.00) for calendar year 2026 and be One hundred and eighty-six thousand, six hundred and ninety-four dollars (\$186,694.00) for calendar year 2027. The Board reserves the right to change its per capita rate, as considered on an annual basis, based on current economic conditions and public health needs. In the event that the Board votes to make a change in the per capita rate, said change shall be limited to annual rates effective on January 1 for the following calendar year. The Board shall provide notice of the change in the per capita rate for the coming calendar year on or before October 31st of the current calendar year.
- (b) In consideration for the health services described in Exhibit A, which will be provided by the Board to and within the City, the City shall pay to the Board the total annual sum One hundred and sixty-six thousand six hundred and eleven dollars (\$166,611.00) for calendar year 2026 and the total annual sum of One hundred and eighty-six thousand, six hundred and ninety-four dollars (\$186,694.00) for calendar year 2027. The City hereby directs the Fiscal Officer of Cuyahoga County to place to the credit of the Board and the Fiscal Office of Cuyahoga County is hereby authorized and directed to deduct the sum stated above in equal, semi-annual installments of Eighty-three thousand, three hundred and five dollars and fifty cents (\$83,305.50) from the regular property tax settlement to be made for said City for calendar year 2026 and Ninety-three thousand, three hundred and forty-seven dollars (\$93,347.00) from the regular property tax settlement to be made for said City for calendar year 2027.

**4. RECORDS.**

- (a) The Board shall maintain copies of all records created or received by the Board in the performance of the work under this Agreement as required by Ohio's public records law. Any records created or received as a part of this Agreement shall be made available to the City upon request subject to exceptions listed below.
- (b) Any non-private health information in confidential records or information in the records created by the Board or that come into the possession of the Board under this Agreement shall, if provided to the City, be kept confidential by the City.
- (c) The Board is prohibited by State and Federal law from sharing protected health information and said records will not be shared with the City unless there is compliance with the proper method for release of said information.

**5. NO ASSIGNMENT, TRANSFER, OR SUBAGREEMENT.**

In performing the services specified under the terms of this Agreement, the Board shall not assign, transfer, or delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement, unless such subcontracting is specified in this Agreement or its Exhibits, or unless prior written consent is provided by the City.

**6. INDEPENDENT AGREEMENT.**

- (a) The Board hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of the City. The Board shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation for its employees, and the City will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the Board provide personal services to the City are not public employees of the City under Ohio state law.
- (b) No agency, employment, joint venture or partnership has been or will be created between the parties pursuant to the terms and conditions of this Agreement. Inasmuch as the City is interested in the Board's end product, the City does not control the manner in which the Board performs this Agreement.

**7. NOTICES.**

All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:

**TO THE BOARD:**

Cuyahoga County Board of Health  
Attention: Roderick Harris, Health Commissioner  
5550 Venture Drive  
Parma, Ohio 44130

**TO THE CITY:**

City of Brook Park  
Attention: Mayor Edward Orcutt  
6161 Engle Road  
Brook Park, Ohio 44142

And

City of Brook Park  
Attention: Director of Law  
6161 Engle Road  
Brook Park, Ohio 44142

## **5. EFFECT OF ELECTRONIC SIGNATURE**

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

## **6. APPLICABLE LAW AND VENUE**

Any and all matters of dispute between the Parties to this Agreement whether arising from the Agreement itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Agreement, including without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the Agreement, will be governed by, construed, and enforced in accordance with the Laws of the State of Ohio, without regard to the conflict of laws or the legal theory upon which such matter is asserted.

## **7. SEVERABILITY.**

If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this Agreement.

## **8. AMENDMENT**

This Agreement shall not be modified except by the express written consent by both parties hereto.

## **9. WAIVER.**

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

## **10. FORCE MAJEURE.**

Neither party shall be liable for any delay or failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.

## **11. COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

**5. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the Effective Date as specified in Section 1 of this Agreement.

**FOR THE BOARD:**

Approved as to form.  
Cuyahoga County Board of Health  
Office of General Counsel

\_\_\_\_\_  
Mayor David Smith  
President District Advisory Council

By: \_\_\_\_\_

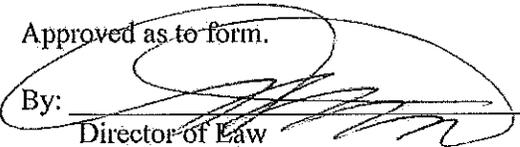
Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE CITY:**

Approved as to form.

\_\_\_\_\_  
Mayor Edward Oreutt

By:  \_\_\_\_\_  
Director of Law

Date: \_\_\_\_\_

Date: 9/4/25 \_\_\_\_\_

**EXHIBIT A**

**SCOPE OF WORK**

The General Health District of Cuyahoga County, Ohio, hereby agrees to provide health services for the City of Brook Park for the calendar years 2026 and 2027 as set forth below ("Services").

- The Board shall have full authority to be and act as the public health authority for the City.
- The Services described in the schedule listed below in this Exhibit will be provided by the District Board of Health of Cuyahoga County ("Board") to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.
- Air pollution enforcement services, as described in Chapter 3704 of the Ohio Revised Code ("ORC"), will be conducted through the designated agent, the Cleveland Division of Air Pollution Control, not by the Board. This authorization is contingent upon renewal of the Agreement between the Ohio EPA and the City of Cleveland and satisfactory performance of the Agreement terms and conditions regarding air pollution control in Cuyahoga County. The Board of Health reserves the right to alter, modify or amend this Agreement provision with notice to the City.
- The following specific services shall be a part of the Services provided under this Agreement:

**List of Functions, Programs and Services**

<b>Animal Control and Shelter:</b>
Rabies Surveillance – Animal bite follow up
<b>Environmental Health - State Programs:</b>
Food Service Operation Licensing/ Inspection/Education
Retail Food Establishment Licensing & Inspection.
School Facilities Inspection
Smoke Free Workplace Enforcement
Public Swimming Pool & Spa Licensing & Inspection
Tattoo & Body Piercing Enforcement
Temporary Park Camp Licensing/Inspection/Enforcement
Clean Indoor Air Regulation - complaint based response
Home Day Care Inspections - USDA Inspections Only/Fee for Service
Nuisance & Vector Control
Residential Housing/Commercial Building Inspection - complaint based response
Solid Waste Enforcement
West Nile Virus Prevention/Mosquito Control
Animal Venue Licensing/Inspection/Enforcement
<b>Emergency Preparedness:</b>
Public Health Emergency Preparedness (PHEP)
Planning and Cities' Readiness Initiative activities
Emergency Management Committee - participation

Development of Local Emergency Response Plan - participation
Community Outreach and Education
Northeast Ohio Regional Public Health Partnership - participation
<b>Epidemiology, Surveillance, Investigation Services:</b>
Reportable Infectious Disease investigation and follow-up (excluding HIV/AIDS; STD; TB)
Disease Outbreak Management
Regional Infection Control Committee – participation
NEO Regional. Epidemiology Response Team – participation
<b>Health Promotion: (As Appropriate)</b>
<b>Immunization Program:</b>
Childhood and Adult Vaccine Administration Services - Fee for Service. Most insurance accepted, by appointment. Charges may be waived for inability to pay.
Seasonal Influenza vaccine clinics - Fee for Service, most insurance accepted.
Immunize Ohio- participation
<b>Jail Inmate Health Services:</b>
Jail Inspection - provided once annually
<b>Lead Poisoning Prevention:</b>
Pediatric blood lead testing - Fee for Service. Charges may be waived for inability to pay
Case management
Environmental Assessment - Limited fee for service
Community Education and Outreach
Greater Cleveland Healthy Homes Advisory Council
<b>Occupational Health:</b>
Immunizations and Tuberculosis screenings - Fee for Service
Bureau for Children with Medical Handicaps (BCMh) Public Health Nursing Services
<b>Administrative Services:</b>
Administration
Grant Writing & Management
Budget
Records Management
Accounts Payable, Accounts Receivable
Data Entry & Program Management
Reports - Financial & Statistical
Payroll

The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.

**THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME.**

P/C 9-2-25 Legislative  
CA \_\_\_\_\_  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
D/C \_\_\_\_\_

CITY OF BROOK PARK, OHIO

ORDINANCE NO: \_\_\_\_\_

INTRODUCED BY: COUNCILMEN DUFOUR, SCOTT AND MENCINI

AN ORDINANCE AMENDING AND ENACTING CERTAIN SECTIONS OF CHAPTER 373 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED "BICYCLES AND TRICYCLES" AND DECLARING AN EMERGENCY.

WHEREAS, electric bicycles (e-bikes) are an increasingly popular mode of transportation and recreation within the City;

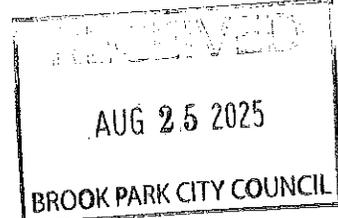
WHEREAS, Ohio House Bill 295 adopted by the 133rd General Assembly, established a classification system for e-bikes, which grants municipalities the ability to regulate their operation; and

WHEREAS, the City of Brook Park is committed to proactively addressing evolving transportation trends by providing clear, enforceable regulations that protect and benefit both e-bike operators and the broader community; and

WHEREAS, it is in the best interest of public safety and the harmonious use of public spaces to establish clear regulations for e-bikes within the City.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: Section 373.01 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, and reading as follows:



**373.01 DEFINITIONS.**

As used in this chapter:

(a) "Bicycle" means a two-wheeled vehicle, propelled by human power, having tandem arrangement of wheels equipped with tires either of which is over twenty inches in diameter. The term "bicycle" means a two-wheeled vehicle having a rear drive wheel which is solely human powered.

(b) "Tricycle" means a three-wheeled vehicle, propelled by human power, the drive wheel or wheels of which is twenty inches or more in diameter.

is hereby amended to read:

**Chapter 373**

**~~Bicycles and Tricycles~~ Bicycles, Electric Bicycles and Tricycles**

**373.01 DEFINITIONS.**

As used in this chapter:

(a) "Bicycle" means a two-wheeled vehicle, propelled by human power, having tandem arrangement of wheels equipped with tires either of which is over ~~twenty-fourteen~~ inches in diameter. The term "bicycle" means a two-wheeled vehicle having a rear drive wheel which is solely human powered.

(b) "Tricycle" means a three-wheeled vehicle, propelled by human power, the drive wheel or wheels of which is twenty inches or more in diameter.

(c) "Electric bicycle" means a Class 1, Class 2, or Class 3 electric bicycle as defined in Section 301.105 of these Codified Ordinances.

Any reference in this chapter to a specific class of electric bicycle refers to the definitions set forth in Section 301.105.

**SECTION 2:** Section 373.01 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, is hereby expressly repealed.

**SECTION 3:** Section 373.02 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, and reading as follows:

**373.02 APPLICATION OF REGULATIONS.**

The regulations applicable to bicycles and tricycles set forth in this chapter shall apply whenever a bicycle or tricycle is operated upon a street or upon a public path set aside for the exclusive use of bicycles and tricycles.

is hereby amended to read as follows:

**373.02 APPLICATION OF REGULATIONS.**

The regulations applicable to bicycles, **electric bicycles**, and tricycles set forth in this chapter shall apply whenever a bicycle, **electric bicycle**, or tricycle is operated upon a street or upon a public path set aside for the exclusive use of bicycles, **electric bicycles**, and tricycles.

**SECTION 4:** Section 373.02 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, is hereby expressly repealed.

**SECTION 5:** Section 373.03 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, and reading as follows:

**373.03 PARENTS' RESPONSIBILITY.**

The parents of a child or the guardian of a ward shall not knowingly permit any child or ward to violate any of the provisions of this chapter relating to bicycles or tricycles.

is hereby amended to read:

**373.03 PARENTS' RESPONSIBILITY.**

The parents of a child or the guardian of a ward shall not knowingly permit any child or ward to violate any of the provisions of this chapter relating to bicycles, **electric bicycles**, or tricycles.

**SECTION 6:** Section 373.03 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, is hereby expressly repealed.

**SECTION 7:** Section 373.04 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, and reading as

**373.04 CODE APPLICATION TO BICYCLES.**

- (a) Every person riding a bicycle upon a street shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle. Every person riding a bicycle upon a sidewalk shall be granted all of the rights and shall be subject to all of the duties applicable to a pedestrian.
- (b) The provisions of this Traffic Code shall apply to bicycles except those provisions which by their nature are not applicable.
- (c) A violation of any traffic law by an operator of a bicycle shall be ticketed using the same procedure as is used for motor vehicle infractions, except that any violation committed while operating a bicycle shall not affect the status of the bicycle operator's motor vehicle operator's license. When a citation is issued to a cyclist, the fact that the violation involves a bicycle shall be clearly indicated on the citation.
- (d) Whenever there is a violation of traffic law by a bicycle operator or a violation by a motorist that endangers a bicycle operator, the court may permit demonstration of

successful completion of a court approved cycling knowledge course or test in lieu of or in addition to a fine or other penalty.

is hereby amended to read:

**373.04 ~~CODE APPLICATION TO BICYCLES~~ CODE APPLICATION TO BICYCLES AND ELECTRIC BICYCLES.**

(a) Every person riding a bicycle or electric bicycle upon a street shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle. Every person riding a bicycle or electric bicycle upon a sidewalk shall be granted all of the rights and shall be subject to all of the duties applicable to a pedestrian.

(b) The provisions of this Traffic Code shall apply to bicycles and electric bicycles, except those provisions which by their nature are not applicable.

(c) A violation of any traffic law by an operator of a bicycle or electric bicycle shall be ticketed using the same procedure as is used for motor vehicle infractions, except that any violation committed while operating a bicycle or electric bicycle shall not affect the status of the bicycle operator's motor vehicle operator's license. When a citation is issued to a cyclist, the fact that the violation involves a bicycle or electric bicycle shall be clearly indicated on the citation.

(d) Whenever there is a violation of traffic law by a bicycle or electric bicycle operator or a violation by a motorist that endangers a bicycle or electric bicycle operator, the court may permit demonstration of successful completion of a court approved cycling knowledge course or test in lieu of or in addition to a fine or other penalty.

**SECTION 8:** Section 373.04 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, is hereby expressly repealed.

SECTION 9: Section 373.05 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, and reading as follows:

**373.05 OBEDIENCE TO TRAFFIC CONTROL DEVICES.**

(a) Any person operating a bicycle or tricycle shall obey traffic control devices applicable to vehicles, unless otherwise directed by a police officer.

(b) Whenever authorized signs are erected indicating that no right, left or "U" turn is permitted, no person operating a bicycle or tricycle shall disobey the direction of any such sign, unless the person dismounts from the bicycle or tricycle to make such turn, in which event the person shall obey the regulations applicable to pedestrians.

Is hereby amended to read as follows:

**373.05 OBEDIENCE TO TRAFFIC CONTROL DEVICES.**

(a) Any person operating a bicycle, **electric bicycle**, or tricycle shall obey traffic control devices applicable to vehicles, unless otherwise directed by a police officer.

(b) Whenever authorized signs are erected indicating that no right, left or "U" turn is permitted, no person operating a bicycle, **electric bicycle**, or tricycle shall disobey the direction of any such sign, unless the person dismounts from the bicycle, **electric bicycle**, or tricycle to make such turn, in which event the person shall obey the regulations applicable to pedestrians.

SECTION 10: Section 373.05 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, is hereby expressly repealed.

SECTION 11: Section 373.06 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, and reading as follows:

**373.06 BICYCLE OPERATION ON ROADWAY.**

(a) Every person operating a bicycle upon a roadway shall ride as near to the right side of the roadway as practicable obeying all traffic rules applicable to vehicles and exercising due care when passing a standing vehicle or one proceeding in the same direction.

This section shall not require a person operating a bicycle to ride at the edge of the roadway when it is unreasonable or unsafe to do so. Conditions that may require riding away from the edge of the roadway include, but are not limited to, when necessary to avoid fixing or moving objects, parked or moving vehicles, surface hazards, or if it is otherwise unsafe or impracticable to do so, including if the lane is too narrow for the bicycle and an overtaking vehicle to travel safely side by side within the lane.

(b) When a bicycle is operated on the roadway, the operator shall give hand signals to other vehicle operators in the vicinity before turning, changing lanes or stopping so long as it is safe to do so. Such signals shall conform with the motor vehicle laws of Ohio. If the hand is needed to control the bicycle the signal shall not be given.

Is hereby amended to read:

~~373.06 BICYCLE OPERATION ON ROADWAY.~~

**373.06 BICYCLE OR ELECTRIC BICYCLE OPERATION ON ROADWAY.**

(a) Every person operating a bicycle **or electric bicycle** upon a roadway shall ride as near to the right side of the roadway as practicable obeying all traffic rules applicable to vehicles and exercising due care when passing a standing vehicle or one proceeding in the same direction.

This section shall not require a person operating a bicycle **or electric bicycle** to ride at the edge of the roadway when it is unreasonable or unsafe to do so. Conditions that may require riding away from the edge of the roadway include, but are not

limited to, when necessary to avoid fixing or moving objects, parked or moving vehicles, surface hazards, or if it is otherwise unsafe or impracticable to do so, including if the lane is too narrow for the bicycle or electric bicycle and an overtaking vehicle to travel safely side by side within the lane.

(b) When a bicycle or electric bicycle is operated on the roadway, the operator shall give hand signals to other vehicle operators in the vicinity before turning, changing lanes or stopping so long as it is safe to do so. Such signals shall conform with the motor vehicle laws of Ohio. If the hand is needed to control the bicycle or electric bicycle, the signal shall not be given.

**SECTION 12:** Section 373.06 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, is hereby expressly repealed.

**SECTION 13:** Section 373.07 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, and reading as follows:

**373.07 RECKLESS OPERATION; CONTROL, WEAVING COURSE.**

No person shall operate a bicycle:

(a) Without due regard for the safety and rights of pedestrians and drivers and occupants of all other vehicles, and so as to endanger the life, limb or property of any person while in the lawful use of the streets or sidewalks or any other public or private property;

(b) Without exercising reasonable and ordinary control over such bicycle;

(c) In a weaving or zigzag course unless such irregular course is necessary for safe operation in compliance with the law.

Is hereby amended to read as follows:

**373.07 RECKLESS OPERATION; CONTROL, WEAVING COURSE.**

No person shall operate a bicycle or electric bicycle:

- (a) Without due regard for the safety and rights of pedestrians and drivers and occupants of all other vehicles, and so as to endanger the life, limb or property of any person while in the lawful use of the streets or sidewalks or any other public or private property;
- (b) Without exercising reasonable and ordinary control over such bicycle or electric bicycle;
- (c) In a weaving or zigzag course unless such irregular course is necessary for safe operation in compliance with the law.

SECTION 14: Section 373.07 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, is hereby expressly repealed.

SECTION 15: Section 373.08 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, and reading as follows:

**373.08 RIDING ON SIDEWALKS.**

- (a) Except as provided in division (b) of this section, it shall be legal to operate a bicycle upon a sidewalk when sidewalks are available and not congested with pedestrian traffic. If the sidewalk is congested with pedestrian traffic, any bicycle operator using the sidewalk shall walk the bicycle.
- (b) No person shall ride a bicycle upon a sidewalk, upon or along which signs have been erected by authority of the Director of Public Safety prohibiting such bicycle riding.
- (c) Whenever a person is riding a bicycle upon a sidewalk or any pedestrian way, such person shall yield the right-of-way to any pedestrian and shall give an audible signal

before attempting to overtake and pass a pedestrian or another bicycle. This audible signal may be given by the voice or by a bell or other warning device capable of giving an audible signal and shall be given at such a distance and in such a manner as not to startle a person or persons being overtaken and passed.

- (d) Whenever a person is riding a bicycle on a sidewalk, the rider shall yield the right-of-way to any vehicular traffic using the roadway. If necessary, the operator shall dismount and walk the bicycle across an intersection or a street.
- (e) Whenever a person is riding a bicycle upon a sidewalk, the person, before overtaking and passing a blind person carrying a white cane or guided by a dog, shall dismount and overtake or pass on foot if necessary for safety.

Is hereby amended to read as follows:

#### **373.08 RIDING ON SIDEWALKS.**

- (a) Except as provided in division (b) of this section, it shall be legal to operate a bicycle or **electric bicycle** upon a sidewalk when sidewalks are available and not congested with pedestrian traffic. If the sidewalk is congested with pedestrian traffic, any bicycle or **electric bicycle** operator using the sidewalk shall walk the bicycle or **electric bicycle**.
- (b) No person shall ride a bicycle or **electric bicycle** upon a sidewalk, upon or along which signs have been erected by authority of the Director of Public Safety prohibiting such bicycle or **electric bicycle** riding.
- (c) Whenever a person is riding a bicycle or **electric bicycle** upon a sidewalk or any pedestrian way, such person shall yield the right-of-way to any pedestrian and shall give an audible signal before attempting to overtake and pass a pedestrian or another bicycle or **electric bicycle**. This audible signal may be given by the voice or by a bell or other warning device capable of giving an audible signal and shall be given at such a distance and in such a manner as not to startle a person or persons being overtaken and passed.

- (d) Whenever a person is riding a bicycle or electric bicycle on a sidewalk, the rider shall yield the right-of-way to any vehicular traffic using the roadway. If necessary, the operator shall dismount and walk the bicycle or electric bicycle across an intersection or a street.
- (e) Whenever a person is riding a bicycle or electric bicycle upon a sidewalk, the person, before overtaking and passing a blind person carrying a white cane or guided by a dog, shall dismount and overtake or pass on foot if necessary for safety.
- (f) No person shall operate an electric bicycle using the electric motor on a sidewalk.

**SECTION 16:** Section 373.08 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, is hereby expressly repealed.

**SECTION 17:** Section 373.09 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, and reading as follows:

**373.09 EMERGING FROM ALLEY OR DRIVEWAY.**

(a) The operator of a bicycle or tricycle emerging from an alley, driveway or building shall, upon approaching the sidewalk or sidewalk area, extending across the alley or driveway, yield the right-of-way to all pedestrians approaching on the sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all vehicles approaching on the roadway.

Every rider of a bicycle or tricycle shall exercise due care to avoid colliding with any pedestrian or any vehicle upon any roadway, sidewalk or bicycle path, or endangering the life, limb or property of any person while in the lawful use of the streets, sidewalks or any other private or public property.

Is hereby amended to read as follows:

**373.09 EMERGING FROM ALLEY OR DRIVEWAY.**

(a) The operator of a bicycle, **electric bicycle**, or tricycle emerging from an alley, driveway or building shall, upon approaching the sidewalk or sidewalk area, extending across the alley or driveway, yield the right-of-way to all pedestrians approaching on the sidewalk or sidewalk area, and upon entering the roadway shall yield the right-of-way to all vehicles approaching on the roadway.

Every rider of a bicycle, **electric bicycle**, or tricycle shall exercise due care to avoid colliding with any pedestrian or any vehicle upon any roadway, sidewalk or bicycle path, or endangering the life, limb or property of any person while in the lawful use of the streets, sidewalks or any other private or public property.

**SECTION 18:** Section 373.09 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, is hereby expressly repealed.

**SECTION 19:** Section 373.10 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, and reading as follows:

**373.10 ATTACHING BICYCLE OR SLED TO VEHICLE.**

(a) No person riding upon any motorcycle, bicycle, coaster, roller skates, sled or toy vehicle shall attach the same or himself to any vehicle upon a roadway.

(b) No operator shall knowingly permit any person riding upon any motorcycle, bicycle, coaster, roller skates, sled or toy vehicle to attached the same or himself to any vehicle while it

is moving upon a roadway. This section does not apply to the towing of a disabled vehicle.

Is hereby amended to read as

~~373.10 ATTACHING BICYCLE OR SLED TO VEHICLE.~~

**373.10 ATTACHING BICYCLE, ELECTRIC BICYCLE, OR SLED TO VEHICLE.**

- (a) No person riding upon any motorcycle, bicycle, **electric bicycle**, coaster, roller skates, sled or toy vehicle shall attach the same or himself to any vehicle upon a roadway.
- (b) No operator shall knowingly permit any person riding upon any motorcycle, bicycle, **electric bicycle**, coaster, roller skates, sled or toy vehicle to attached the same or himself to any vehicle while it is moving upon a roadway. This section does not apply to the towing of a disabled vehicle.

**SECTION 20:** Section 373.10 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, is hereby expressly repealed.

**SECTION 21:** Section 373.11 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, and reading as follows:

(c)

**373.11 RIDING BICYCLES AND MOTORCYCLES ABREAST.**

Persons riding bicycles, electric bicycles, or motorcycles upon a roadway shall ride not more than two abreast in a single lane, except on paths or parts of roadways set aside for the exclusive use of bicycles, electric bicycles, or motorcycles.

Is hereby amended to read as follows:

~~373.11 RIDING BICYCLES AND MOTORCYCLES ABREAST.~~

**373.11 RIDING BICYCLES, ELECTRIC BICYCLES, AND MOTORCYCLES  
ABREAST.**

Persons riding bicycles, electric bicycles, or motorcycles upon a roadway shall ride not more than two abreast in a single lane, except on paths or parts of roadways set aside for the exclusive use of bicycles, electric bicycles, or motorcycles.

**SECTION 22:** Section 373.11 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, is hereby expressly repealed.

**SECTION 23:** Section 373.12 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, and reading as follows:

**373.12 RIDING UPON SEATS; CARRYING PACKAGES.**

(a) A person operating a bicycle or motorcycle shall not ride other than upon or astride the permanent and regular seat attached thereto, nor carry any other person upon such bicycle or motorcycle other than upon a firmly attached and regular seat thereon, nor shall any person ride upon a bicycle or motorcycle other than upon such a firmly attached and regular seat.

(b) No bicycle shall be used to carry more persons at one time than the number for which it is designed and equipped.

(c) The provisions of divisions (a) and (b) of this section shall not prohibit the carrying of a child in a seat or trailer designed for carrying children and firmly attached to the bicycle.

(d) No person operating a bicycle shall carry any package, bundle or article that prevents the driver from keeping at least one hand upon the handle bars.

Is hereby amended to read as follows:

**373.12 RIDING UPON SEATS; CARRYING PACKAGES.**

(a) A person operating a bicycle, **electric bicycle**, or motorcycle shall not ride other than upon or astride the permanent and regular seat attached thereto, nor carry any other person upon such bicycle, **electric bicycle**, or motorcycle other than upon a firmly attached and regular seat thereon, nor shall any person ride upon a bicycle, **electric bicycle**, or motorcycle other than upon such a firmly attached and regular seat.

(b) No bicycle or **electric bicycle** shall be used to carry more persons at one time than the number for which it is designed and equipped.

(c) The provisions of divisions (a) and (b) of this section shall not prohibit the carrying of a child in a seat or trailer designed for carrying children and firmly attached to the bicycle or **electric bicycle**.

(d) No person operating a bicycle or **electric bicycle** shall carry any package, bundle or article that prevents the driver from keeping at least one hand upon the handle bars.

**SECTION 24:** Section 373.12 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, is hereby expressly repealed.

**SECTION 25:** Section 373.13 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, and reading as follows:

**373.13 LIGHTS AND REFLECTORS ON BICYCLES; BRAKES.**

(a) Every bicycle when in use at the time specified in Ohio R.C. 4513.03 (from sunset or sunrise or when otherwise necessary), shall be equipped with the following:

(1) A lamp mounted on the front of either the bicycle or the operator shall emit a white light visible from a distance of at least 500 feet to the front and 300 feet to the sides. A generator powered lamp, which emits light only when the bicycle is moving, may be used to meet this requirement;

(2) A red or amber reflector on the rear of a type that shall be visible from all distances from 100 feet to 600 feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle;

(3) A light emitting either flashing or steady red light visible from a distance of 500 feet to the rear shall be used in addition to the reflector. If the red light performs as a reflector such that is visible as specified in division (a) (2) of this section, it shall satisfy the requirements for a reflector.

(b) Additional lights and reflectors may be used in addition to those required under division (a) of this section except that red lights and reflectors shall not be used on the front of the bicycle nor shall white or colorless lights or reflectors be used on the rear of the bicycle.

(c) Every bicycle shall be equipped with an adequate brake when used on a street or highway, which will enable the operator to make the brake wheel skid on dry, level, clean pavement.

Is hereby amended to read as follows:

~~373.13 LIGHTS AND REFLECTORS ON BICYCLES; BRAKES.~~

**373.13 LIGHTS AND REFLECTORS ON BICYCLES AND ELECTRIC BICYCLES;  
BRAKES.**

(a) Every bicycle or electric bicycle when in use at the time specified in Ohio R.C. 4513.03 (from sunset or sunrise or when otherwise necessary), shall be equipped with the following:

(1) A lamp mounted on the front of either the bicycle or electric bicycle or the operator shall emit a white light visible from a distance of at least 500 feet to the front and 300 feet to the sides. A generator powered lamp, which emits

light only when the bicycle or electric bicycle is moving, may be used to meet this requirement;

(2) A red or amber reflector on the rear of a type that shall be visible from all distances from 100 feet to 600 feet to the rear when directly in front of lawful lower beams of head lamps on a motor vehicle;

(3) A light emitting either flashing or steady red light visible from a distance of 500 feet to the rear shall be used in addition to the reflector. If the red light performs as a reflector such that is visible as specified in division (a)(2) of this section, it shall satisfy the requirements for a reflector.

(b) Additional lights and reflectors may be used in addition to those required under division (a) of this section except that red lights and reflectors shall not be used on the front of the bicycle or electric bicycle nor shall white or colorless lights or reflectors be used on the rear of the bicycle or electric bicycle.

(c) Every bicycle or electric bicycle shall be equipped with an adequate brake when used on a street or highway, which will enable the operator to make the brake wheel skid on dry, level, clean pavement.

**SECTION 26:** Section 373.13 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, is hereby expressly repealed.

**SECTION 27:** Section 373.14 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, and reading as follows:

**373.14 SIGNAL DEVICE ON BICYCLE.**

A bicycle may be equipped with a device capable of giving an audible signal, except that a bicycle shall not be equipped with nor shall any person use upon a bicycle or electric bicycle any siren or whistle.

Is hereby amended to read as follows:

~~373.14 SIGNAL DEVICE ON BICYCLE.~~

**373.14 SIGNAL DEVICE ON BICYCLE OR ELECTRIC BICYCLE.**

A bicycle or electric bicycle may be equipped with a device capable of giving an audible signal, except that a bicycle or electric bicycle shall not be equipped with nor shall any person use upon a bicycle or electric bicycle any siren or whistle.

**SECTION 28:** Section 373.14 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, is hereby expressly repealed.

**SECTION 29:** Section 373.15 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, and reading as follows:

**373.15 PARKING.**

- (a) No person shall park a bicycle upon a sidewalk in such a manner so as to unduly interfere with vehicular traffic.
- (b) Bicycles shall be parked in such a manner as not to interfere with building entrances.
- (c) Is hereby amended to read as follows:

**373.15 PARKING.**

- (a) No person shall park a bicycle or electric bicycle upon a sidewalk in such a manner so as to unduly interfere with vehicular traffic.

(b) Bicycles or electric bicycles shall be parked in such a manner as not to interfere with building entrances.

**SECTION 30:** Section 373.15 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, is hereby expressly repealed.

**SECTION 31:** Section 373.16 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, and reading as follows:

**373.16 LOCKS.**

No bicycle or tricycle shall remain unlocked when unattended, when parked upon any public street, public sidewalk, public driveway, public playground or any other public property.

Is hereby amended to read as follows:

**373.16 LOCKS.**

No bicycle, electric bicycle, or tricycle shall remain unlocked when unattended, when parked upon any public street, public sidewalk, public driveway, public playground or any other public property.

**SECTION 32:** Section 373.16 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, is hereby expressly repealed.

**SECTION 33:** Section 373.17 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, and reading as follows:

**373.17 APPLICATION FOR REGISTRATION.**

Application for registration of a bicycle or tricycle shall be made to the Director of Public Safety upon forms provided by him, which shall contain the name and address of the applicant, the name, color and serial number or other identifying mark of the bicycle or tricycle, and other information as the Director shall deem pertinent.

Is hereby amended to read as follows:

**373.17 APPLICATION FOR REGISTRATION.**

Application for registration of a bicycle, **electric bicycle**, or tricycle shall be made to the Director of Public Safety upon forms provided by him, which shall contain the name and address of the applicant, the name, color and serial number or other identifying mark of the bicycle, **electric bicycle**, or tricycle, and other information as the Director shall deem pertinent.

**SECTION 34:** Section 373.17 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, is hereby expressly repealed.

**SECTION 35:** Section 373.18 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, and reading as follows:

**373.18 RECORDS, LICENSE PLATES AND REGISTRATION CARDS.**

(a) The Director of Public Safety, upon receipt of the application, shall register such bicycle or tricycle. The fee shall register such bicycle or tricycle permanently. A record of all registrations shall be kept by the Director and duplicates thereof, setting forth all the information contained in the originals, shall be furnished to the Chief of Police. At the time of registration, the Director shall furnish to the applicant a tag or sticker of form and design approved by him and serially numbered. In addition, each applicant shall be

furnished a registration card reciting that the bicycle or tricycle has been registered in the name of the owner thereof.

(b) The Director is authorized and directed to establish such stations for the registration of bicycles or tricycles hereunder as he may deem necessary for the convenience of applicants.

Is hereby amended to read as follows:

**373.18 RECORDS, LICENSE PLATES AND REGISTRATION CARDS.**

- (a) The Director of Public Safety, upon receipt of the application, shall register such bicycle, **electric bicycle**, or tricycle. The fee shall register such bicycle, **electric bicycle**, or tricycle permanently. A record of all registrations shall be kept by the Director and duplicates thereof, setting forth all the information contained in the originals, shall be furnished to the Chief of Police. At the time of registration, the Director shall furnish to the applicant a tag or sticker of form and addition, each applicant shall be furnished a registration card reciting that the bicycle, **electric bicycle**, or tricycle has been registered in the name of the owner thereof.
- (b) The Director is authorized and directed to establish such stations for the registration of bicycles, **electric bicycles**, or tricycles hereunder as he may deem necessary for the convenience of applicants.  
and other information as the Director shall deem pertinent.

**SECTION 36:** Section 373.18 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, is hereby expressly repealed.

**SECTION 37:** Section 373.19 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, and reading as follows:

**373.19 BICYCLE AND TRICYCLE DEALERS; REPORTS.**

All persons engaged in the business of buying secondhand bicycles or tricycles shall make a report daily to the Chief of Police of the name and address of the person from whom each secondhand bicycle or tricycle is purchased, together with the frame number and the license plate, if any, found thereon. Every person who sells or transfers ownership of any bicycle or tricycle licensed hereunder shall report such sale or transfer within seven days to the Chief of Police.

Is hereby amended to read as follows:

~~**373.19 BICYCLE AND TRICYCLE DEALERS; REPORTS.**~~

**373.19 BICYCLE, ELECTRIC BICYCLE, AND TRICYCLE DEALERS; REPORTS.**

All persons engaged in the business of buying secondhand bicycles, **electric bicycles**, or tricycles shall make a report daily to the Chief of Police of the name and address of the person from whom each secondhand bicycle, **electric bicycle**, or tricycle is purchased, together with the frame number and the license plate, if any, found thereon. Every person who sells or transfers ownership of any bicycle, **electric bicycle**, or tricycle licensed hereunder shall report such sale or transfer within seven days to the Chief of Police.

**SECTION 38:** Section 373.19 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, is hereby expressly repealed.

**SECTION 39:** Section 373.20 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, and reading as follows:

**373.20 DEFACING LICENSE OR**

**NUMBER.**

No person willfully or maliciously shall remove, destroy, mutilate or alter the frame number of any bicycle or tricycle licensed hereunder, or any license plate, seal or license card issued hereunder.

Is hereby amended to read as follows:

**373.20 DEFACING LICENSE OR**

**NUMBER.**

No person willfully or maliciously shall remove, destroy, mutilate or alter the frame number of any bicycle, **electric bicycle**, or tricycle licensed hereunder, or any license plate, seal or license card issued hereunder.

**SECTION 40:** Section 373.20 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, is hereby expressly repealed.

**SECTION 41:** Section 373.21 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, and reading as follows:

**373.21 IMPOUNDING; NOTIFICATION TO OWNER.**

Whenever any minor under the age of 18 years operates a bicycle or motorized bicycle in violation of any section of this Traffic Code, the bicycle or motorized bicycle may be seized by any member of the Police Department and impounded. A bicycle or motorized bicycle so impounded shall be surrendered to the owner, or if the owner is a minor, to the parents or guardians of such minor, and no charge shall be made. A full explanation

of the reason for the impounding shall be made to the owner, parent or guardian. A complete record of each such impounding shall be kept by the officer in charge or whoever is appointed to keep such records.

Is hereby amended to read:

**373.21 IMPOUNDING; NOTIFICATION TO OWNER.**

Whenever any minor under the age of 18 years operates a bicycle, **electric bicycle**, or motorized bicycle in violation of any section of this Traffic Code, the bicycle, **electric bicycle**, or motorized bicycle may be seized by any member of the Police Department and impounded. A bicycle, **electric bicycle**, or motorized bicycle so impounded shall be surrendered to the owner, or if the owner is a minor, to the parents or guardians of such minor, and no charge shall be made. A full explanation of the reason for the impounding shall be made to the owner, parent or guardian. A complete record of each such impounding shall be kept by the officer in charge or whoever is appointed to keep such records.

**SECTION 42:** Section 373.21 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, is hereby expressly repealed.

**SECTION 43:** Section 373.22 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, and reading as follows:

**373.22 IMPOUNDING RECORDS.**

The police officer or the person in charge of records shall keep, in an appropriate book or file, the names and addresses of all owners of bicycles or tricycles impounded, the name and address of the violator if he is not the owner, the license number and the frame or serial number of the bicycle or tricycle, together with the nature and circumstances of each violation and the length of time declared by the Chief of Police that it shall be impounded, as well as the disposition of each case.

Is hereby amended to read as follows:

**373.22 IMPOUNDING RECORDS.**

The police officer or the person in charge of records shall keep, in an appropriate book or file, the names and addresses of all owners of bicycles, **electric bicycles**, or tricycles impounded, the name and address of the violator if he is not the owner, the license number and the frame or serial number of the bicycle, **electric bicycle**, or tricycle, together with the nature and circumstances of each violation and the length of time declared by the Chief of Police that it shall be impounded, as well as the disposition of each case.

**SECTION 44:** Section 373.22 of the Brook Park Codified Ordinances, passed by Ordinance 8975-2003 on March 18, 2003, is hereby expressly repealed.

**SECTION 45:** New Section 373.23 entitled "Electric Bicycles" is hereby enacted to read as follows:

**373.23 ELECTRIC BICYCLES.**

(a) (1) The operation of a class 1 electric bicycle and a class 2 electric bicycle is permitted on a path set aside for the exclusive use of bicycles or on a shared-use path, unless the county, township, municipal corporation, other local authority, or state agency as defined in R.C. § 1.60 with control over the path by resolution, ordinance, or rule prohibits the use of a class 1 electric bicycle or class 2 electric bicycle on such a path.

(2) No person shall operate a class 3 electric bicycle on a path set aside for the exclusive use of bicycles or a shared-use path unless that path is within or adjacent to a highway or the county, township, municipal corporation,

or local authority, or state agency as defined in R.C. § 1.60 with control over the path by resolution, ordinance, or rule authorizes the use of a class 3 electric bicycle on such a path.

(3) No person shall operate a class 1 electric bicycle, a class 2 electric bicycle, or a class 3 electric bicycle on a path that is intended to be used primarily for mountain biking, hiking, equestrian use, or other similar uses, or any other single track or natural surface trail that has historically been reserved for non-motorized use, unless the county, township, municipal corporation, other local authority, or state agency as defined in R.C. § 1.60 with control over the path by resolution, ordinance, or rule authorizes the use of a class 1 electric bicycle, a class 2 electric bicycle, or a class 3 electric bicycle on such a path.

(4) Divisions (a) (2) and (a) (3) of this section do not apply to a law enforcement officer, or other person sworn to enforce the criminal and traffic laws of the state, using an electric bicycle while in the performance of the officer's duties.

(b) (1) No person under 16 years of age shall operate a class 3 electric bicycle; however, a person under 16 years of age may ride as a passenger on a class 3 electric bicycle that is designed to accommodate passengers.

(2) No person shall operate or be a passenger on a class 3 electric bicycle unless the person is wearing a protective helmet that meets the standards established by the Consumer Product Safety Commission or the American Society for Testing and Materials.

(3) No person who is under eighteen (18) years of age shall operate or be a passenger on a class 1 or class 2 electric bicycle unless the person is wearing a protective helmet that meets the standards established by the Consumer Product Safety Commission or the American Society for Testing and Materials.

(c) (1) Except as otherwise provided in this division, whoever operates an electric bicycle in a manner that is prohibited under division (a) of this section and whoever

violates division (b) of this section is guilty of a minor misdemeanor. If, within one year of the offense, the offender previously has been convicted of or pleaded guilty to one predicate motor vehicle or traffic offense, whoever violates this section is guilty of a misdemeanor of the fourth degree. If, within one year of the offense, the offender previously has been convicted of two or more predicate motor vehicle or traffic offenses, whoever violates this section is guilty of a misdemeanor of the third degree.

(2) The offenses established under division (c) (1) of this section are strict liability offenses and strict liability is a culpable mental state for purposes of R.C. § 2901.20. The designation of these offenses as strict liability offenses shall not be construed to imply that any other offense, for which there is no specified degree of culpability, is not a strict liability offense. (O.R.C. § 4511.522).

**SECTION 46:** It is found and 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 that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 47:** This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and to amend certain sections of Chapter 373 of the Brook Park Codified Ordinances; therefore, provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

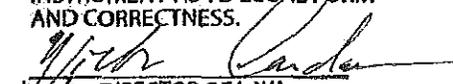
\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

I HEREBY APPROVE THE WITHIN  
INSTRUMENT AS TO LEGAL FORM  
AND CORRECTNESS.

  
Asst. DIRECTOR OF LAW

Safety

P/C 8-19-25  
CA \_\_\_\_\_  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
D/C \_\_\_\_\_

CITY OF BROOK PARK, OHIO

ORDINANCE NO: \_\_\_\_\_

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO AN  
AGREEMENT WITH GOVDEALS.COM,  
FOR THE PURPOSE OF AUCTIONING MISCELLANEOUS CITY PROPERTY,  
AND DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park needs to dispose of miscellaneous City property; and

WHEREAS, GovDeals.com provides services to various government agencies that allow them to sell surplus and confiscated items via the internet; and

WHEREAS, it is in the best interest of the City of Brook Park that we enter into an agreement with GovDeals.com;

NOW THEREFORE BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized and directed to enter into an agreement with GovDeals.com, for the purpose of auctioning miscellaneous City property from various departments, a list of which is attached hereto and incorporated herein as Exhibit "A".

SECTION 2: It is found and 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 that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to provide for an agreement between GovDeals.com, and the City of Brook Park; therefore, provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately from and after its passage and approval by the Mayor.

RECEIVED  
AUG 14 2025

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
Clerk of Council

APPROVED: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

I HEREBY APPROVE THE WITHIN  
INSTRUMENT AS TO LEGAL FORM  
AND CORRECTNESS.

  
\_\_\_\_\_  
DIRECTOR OF LAW

Finance and Tax Departments  
 Obsolete Items/Equipment



Description	Make	Model	Location
Printer	Printronix	P7015	Finance
Check Signer	IBM	Wheelwriter 5	Finance
Typewriter	Headman	Model 1000	Finance
10-Key Adding Machine	Canon	P170-DH	Finance
10-Key Adding Machine	Texas Instruments	TI-5320SV	Finance
10-Key Adding Machine	Casio	DR-210TM	Finance
10-Key Adding Machine	Casio	DR-270TM	Finance
10-Key Adding Machine	Monroe	Ultimate	Finance
Printer	Ricoh	801031	Tax
File Cabinet	N/A	N/A	Tax
File Cabinet	N/A	N/A	Tax
Printer Stand	N/A	N/A	Tax
Receipt Printer	Ithaca	Series 150	Tax
Receipt Paper Qty: 21	N/A	N/A	Tax
Toner Cartridge Qty: 2	Ricoh	4500-A	Tax
Waste Toner Bottle	N/A	N/A	Tax
Credit Card Reader	N/A	RP-10	Tax
Credit Card Reader	N/A	FD-150	Tax
Flat Clinch Electric Stapler	MAX	EH-50F	Tax
Overhead Bin	Hamilton	N/A	Tax
Recordable CD Qty: 10	Verbatim	CD-R	Tax
10-Key Adding Machine	Victor	1530-III	Tax

## IT Equipment for Disposal

Monitors (old)	4
Keyboards (old)	3
Lexmark Printer	1
Lexmark Color Toners	3 (Yellow, Cyan, Magenta)
Old Hard Drives	9
Patch Cables Box	2
Dell Micro PC's	2
Dell Optiplex Tower PCs	4
Network Switches	3

## Recreation

6-Metal Football Helmet Racks

2-Lifetime Slam It Portable Basketball Hoops

# Fire Dept.

## Gov Deals List July 2025

- 1986 Pierce Dash Pumper Truck model 6V-92TA. VIN#1P9CT01B8GA040543
- 3500 watt Winco Generator (City ID 5161)
- 24' Extension ladder
- 14' Roof ladder
- 10' Attic ladder
- 6ft Pike pole
- 12ft Pike pole
- 3x 5'Pike pole
- 8ft Pike pole
- 2x 10ft pike pole
- 1800' of 5"plus 8 couplings
- 750' of 3"
- Truck vault
- Kirby vacuum x3 (does not work)
- Deck gun/ground monitor & stand
- Holmatro chains
- Rescue tripod
- Bullex fire extinguisher training system
- Buffer

- Air gun
- Foam system adapters
- Lot 1 box lights. 4 total, 1 works, 2 might work, 1 for parts.
- Lot 2 box lights. 4 total, 1 works, 2 might work, 1 for parts.
- Lot 3 box lights. 3 total with spare parts, 2 might work, 1 for parts.
- Lot 4 box lights. 5 total, 2 work, 2 might work, 1 for parts.
- Biohazard garbage can
- 17 rescue belts for turnout gear
- Confined space, rope, anchor straps (not for life safety use)
- SCBA bottle holder
- Water pump extinguisher sprayer
- DeWALT case (empty, case only)
- Chainsaw case (empty, case only)
- Chainsaw case (empty, case only)
- RIT bag compatible with Scott air packs
- Pressurized Water can without base
- Hydrant wrench (doesn't open or close)
- Hydrant wrench (doesn't open all the way)
- Hydrant wrench (doesn't open or close)
- 4 broken gate valves
- Dell Laser Printer 1700 machine type 4505-0d3 (no power cord)
- Dell Laser Printer 1700 machine type 4505-0d3

- Dell Laser Printer 1700 machine type 4505-0d3
- Samsung SC-D353 MiniDV camcorder, battery doesn't charge (not on original list)
- Smith Corona WordSmith typewriter
- 13x SCBA bottles – not hydrottested. Will expire soon.
- 12 gallons of Zenogaurd, liquid oxidizer bleach.

Safety

P/C 9-2-25  
CA 9-10-25  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
D \_\_\_\_\_

CITY OF BROOK PARK, OHIO

RESOLUTION NO. \_\_\_\_\_

INTRODUCED BY: MAYOR ORCUTT

A RESOLUTION  
AUTHORIZING THE MAYOR  
TO ENTER INTO A NEW MEMBER PARTICIPATION AGREEMENT WITH THE  
CHAGRIN VALLEY DISPATCH COUNCIL,  
AND DECLARING AN EMERGENCY.

WHEREAS, the City of Brook Park is desirous of becoming a participating member of the Chagrin Valley Dispatch Council; and

WHEREAS, on July 30, 2025, the Executive Committee of the Chagrin Valley Dispatch Council unanimously agreed to offer a New Member Participation Agreement with the City of Brook Park.

NOW, THEREFORE, be it resolved by the Council of the City of Brook Park, State of Ohio that:

SECTION 1: The Mayor be, and he hereby is, authorized to enter into a New Member Participation Agreement with the Chagrin Valley Dispatch Council, in substantially the same form as is attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2: The Council hereby appropriated sufficient funds to effectuate the provided in Section 2 hereof and the Finance Director is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Finance Director be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 2 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposed expressed in Section 2 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to this

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Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 4:** This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City and to authorize the Mayor to participate in the Chagrin Valley Dispatch Council; therefore provided this Resolution receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

I HEREBY APPROVE THE WITHIN  
INSTRUMENT AS TO LEGAL FORM  
AND CORRECTNESS.

*[Signature]*  
\_\_\_\_\_  
DIRECTOR OF LAW

**EXHIBIT "A"**  
**CHAGRIN VALLEY DISPATCH COUNCIL**  
**NEW MEMBER PARTICIPATION AGREEMENT**  
**WITH THE CITY OF BROOKPARK**

This Chagrin Valley Dispatch Council New Member Participation Agreement is made this \_\_\_\_ day of August, 2025 by and between the City of Brookpark, an Ohio political subdivision, ("City") and the Chagrin Valley Dispatch Council ("CVD").

**WHEREAS**, on the 10<sup>th</sup> day of June, 2013, eight Ohio political subdivisions: Village of Bentleyville, Chagrin Falls Township, Village of Chagrin Falls, Village of Hunting Valley, Village of Moreland Hills, Orange Village, Village of South Russell, and Village of Woodmere, executed the Restated and Amended Agreement of the Chagrin Valley Dispatch Council, Exhibit "A" attached hereto; and

**WHEREAS**, on May 21, 2013, the Village of Gates Mills became a participating member of the CVD, on August 27, 2013, the Village of Highland Hills became a participating member of the CVD, on April 3, 2014, the Village of North Randall became a participating member of CVD; on December 5, 2014, the City of Euclid became a participating member of the CVD; on January 6, 2016, the Village of Bratenahl became a participating member of the CVD; on August 1, 2016, the City of Solon became a participating member of the CVD; on May 10, 2017, the City of Bedford became a participating member of the CVD; on August 8, 2018, the Village of Brooklyn Heights became a participating member of the CVD; on August 8, 2018, the Village of Valley View became a participating member of the CVD; on August 8, 2018, the Village of Cuyahoga Heights became a participating member of the CVD; on December 19, 2018, the City of Brecksville became a participating member of the CVD; on December 19, 2018, the City of Broadview Heights became a participating member of the CVD; on January 11, 2018, the City of Independence became a participating member of the CVD; on January 11, 2018, the City of Seven Hills became a participating member of the CVD; on February 28, 2018, the City of Maple Heights became a participating member of the CVD; on August 8, 2018, the City of Brooklyn became a participating member of the CVD; on September 17, 2020 the Cleveland Metroparks became a participating member of the CVD; on April 6, 2021, Cuyahoga County on behalf of the Cuyahoga County Sheriff's Department became a participating member of the CVD.

**WHEREAS**, City desires to become a participating member in said Restated and Amended Agreement dated June 10, 2013, with such membership to be effective February 2, 2026, with its dispatch services to be provided at the Strongsville Dispatch Center location until a new CVD consolidated dispatch location is in operation.

**WHEREAS**, the CVD desires to accept City as a new member upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the covenants herein contained, City and the CVD agree as follows:

1. Effective February 2, 2026, City is hereby included as a Member of said Restated and Amended Agreement upon City's authorization and execution of this CVD New Member Participation Agreement.

2. As such New Member, payment of dues by City to the CVD shall be as follows:

a. 2026 One-Time Facilities and Equipment  
Component of Capital Charge Share: \$309,828.00

CVD will credit City three hundred nine thousand,  
eight hundred twenty-eight dollars (\$309,828.00)  
for the SWEDC's Motorola MCC7500 positions and  
other related dispatch equipment, purchased and  
assembled by City, with such positions and equipment  
listing attached hereto:

(\$309,828.00)

Total One-Time Capital Charge Share: \$ -0-

ii. 2026 One-Time Facilities and Equipment  
Credit to City's Capital Charge Share and the  
total one-time Capital Charge Share shall be  
specifically conditioned upon:

A. The execution of any documentation required for  
the transfer of ownership of said facilities and  
equipment to CVD, the use of the Strongsville  
Dispatch Center facility and all other equipment  
and related software and other items necessary  
for the continuation of the Strongsville Dispatch  
Center's operation by CVD; and

b. 2026 Operating Cost Share as follows:

i. 2026 Operating Cost Share (\$706,749.00) prorated  
amount due for 2-2-2026 through 12-31-2026.

\$647,853.25

c. In addition, continuing Monthly Dues payable  
by City shall be determined and shall be  
assessed City as set forth in Paragraph VII A.  
of said Restated and Amended Agreement for  
all years of City's such membership thereafter.

d. One month's working capital advance equal to  
one month's dues is payable upon the effective  
date of this Agreement, with such advance to be  
returned to Member as applied to its last monthly  
payment due the CVD should Member withdraw  
from the CVD.

\$ 58,895.75

e. CVD agrees to provide City with Radio  
Preventive Maintenance and Support Services  
at the cost as agreed upon by City and CVD

by City and CVD.

3. The City hereby accepts the terms by its authorization and execution of this New Member Participation Agreement.
4. Unless specifically modified herein, it is agreed by the City and the CVD that all terms and conditions of the Restated and Amended Agreement Continuing the Chagrin Valley Dispatch Council as attached hereto as Exhibit "A" and incorporated herein shall be amended and remain in full force and effect with City included therein as a Member by the terms hereof.
5. This Chagrin Valley Dispatch Council New Member Participation Agreement and all the terms hereof are specifically contingent upon said Agreement being approved by the Brookpark City Council and by the Chagrin Valley Dispatch Council.
6. The City of Strongsville has and maintains current FCC radio licenses and permissions, along with current contracted radio channel templates and licenses under the 800 MHz P25 digital trunked radio system through the City of Cleveland. Said radio system is pursuant to an Agreement between the City of Cleveland and the cities of Brook Park and Strongsville and the Southwest Regional Communications Network Council of Governments, dated January 23, 2013. This Agreement does not supersede those licenses or contracts and the use of those licenses or contracts remains the proprietary interest of the City of Strongsville only. Additionally, by way of this Agreement, the City of Strongsville permits, to the extent possible by law, license or contract the CVD to use those frequencies, channel templates and licenses for radio communications with the City of Strongsville.

IN WITNESS WHEREOF, the parties have executed this CVD New Member Participation Agreement on the date first written above.

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

CITY OF BROOKPARK:

\_\_\_\_\_  
Edward Orcutt, Mayor

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

CHAGRIN VALLEY DISPATCH COUNCIL:

\_\_\_\_\_  
Mayor Kirsten Holzheimer Gail, President

Approved as to form only:

---

Carol Dillon Horvath, Law Director  
City of Brookpark

Approved as to form only:

---

David J. Matty, Director of Law  
Chagrin Valley Dispatch Council

**A RESTATED AND AMENDED AGREEMENT CONTINUING  
THE CHAGRIN VALLEY DISPATCH COUNCIL**

THIS RESTATED AND AMENDED AGREEMENT is made and entered into this 10<sup>th</sup> day of June, 2013, in Cuyahoga County, State of Ohio, by and among all the political subdivisions executing this Restated and Amended Agreement, pursuant to the authority granted by Chapter 167 of the Ohio Revised Code and, with the exceptions of townships, pursuant to the authority granted by Article XVIII, Section 3 of the Ohio Constitution.

WHEREAS, the Chagrin Valley Dispatch Council ("CVD") was established by an Agreement effective on April 6, 2011 by all parties hereto, a copy of which is attached hereto as "Exhibit A;" and

WHEREAS, all parties hereto desire to provide the methodologies for 1) the current and future capital and operating costs of the Chagrin Valley Regional Communications Center ("RCC"), 2) inclusion of new members to the CVD, 3) withdrawal from membership from and the dissolution of the CVD, and 4) all other matters relating to the dispatch of public safety services and operation of the CVD and/or RCC.

**WITNESSETH:**

The parties to this Restated and Amended Agreement, wishing to continue the CVD, a Regional Council of Governments, pursuant to Chapter 167 of the Ohio Revised Code, agree as follows:

I. **NAME**

The name of the regional council of governments continued herein shall be the "Chagrin Valley Dispatch Council" ("CVD").

II. **PURPOSE**

The purpose of the CVD is to promote cooperative arrangements and coordinate action among its Members in matters relating to the dispatch of public safety services and the operation of the Chagrin Valley Regional Communications Center ("RCC").

III. **MEMBERSHIP**

The Members of the CVD are as follows:

Village of Bentleyville;  
Chagrin Falls Township;  
Village of Chagrin Falls;  
Village of Hunting Valley;  
Village of Moreland Hills;  
Orange Village;  
Village of South Russell; and  
Village of Woodmere.

Such Membership shall be limited to the current political subdivisions located within the Chagrin Valley that are receiving public safety dispatch services from the RCC, and those political subdivisions that may in the future agree to a CVD New Member Participation Agreement to receive dispatch services from the RCC and are accepted under the terms and conditions herein as Members in the CVD.

For purposes of this Agreement, "political subdivision" shall have the same meaning as provided in Section 2744.01(F) of the Ohio Revised Code.

IV. ADMINISTRATIVE AUTHORITY

CVD shall continue and be administered in the following manner:

- A. Each political subdivision which is a party to this Agreement and any new member accepted by the CVD after the effective date of this Restated and Amended Agreement shall be a member of CVD ("Member"), and shall have one (1) Representative to the CVD Board of Trustees ("Board"). The Representative shall be the Mayor, Safety Director, Chairman of the Board of Trustees, or such other official as provided for in the enabling ordinance or resolution enacted by the legislative authority of the political subdivision. The Representative of the political subdivision may designate an Alternate, who may act on behalf of the political subdivision in the absence of its Representative, if such designation is permitted pursuant to the enabling ordinance or resolution enacted by the legislative authority of the political subdivision. The Board shall be vested with the authority to manage and operate the CVD, assess, allocate, and implement the capital improvements, equipment, and expenditures of the CVD, and may designate a person, or persons, to run the day-to-day operations of the CVD.
- B. Each Member of the CVD shall be entitled to one (1) vote on each item under consideration before the Board. Voting shall be done following the By-Laws and any amendments thereto as adopted by the CVD.
- C. The Board shall have the continuing authority to amend its By-Laws and otherwise adopt rules to govern its proceedings in any manner not in conflict with this Agreement.
- D. CVD shall also continue to annually elect, from its Representatives, the following officers: President, Vice President, and Secretary, and such other officers as the Board of Trustees may establish in its By-Laws. All officers elected at the annual meeting shall hold office for a term of one (1) year, or until a successor is elected and qualified. Officers shall serve without compensation.
- E. The Director of Finance of the Village of Chagrin Falls shall continue, *ex officio*, to serve as the Fiscal Officer of the CVD, and shall be a non-voting member of the Board, unless the Board by a two-thirds vote appoints a

different Fiscal Officer. The Fiscal Officer, or the Member which employs the Fiscal Officer, may receive from CVD such compensation or expense reimbursement as may be determined by the Board.

- F. The annual meeting of the CVD shall be held each year, at a time and place to be designated by the President. Special meetings may be called as provided in the By-Laws of the CVD.
- G. CVD shall purchase property and casualty insurance in order to protect property owned by CVD, as well as to protect the CVD and its employees from claims arising out of the operations or activities of the CVD or its employees. The Board may at their discretion purchase any other insurance it deems appropriate or necessary.

V. AUTHORITY OF CVD

CVD, by and through its Board, shall have the authority to perform all functions necessary to improve, maintain, and operate the RCC. CVD, by and through its Board, shall be authorized to direct the operations and activities of the RCC; provided, however, that each Member retains its right and duty to supervise and control the manner in which safety services, including police and fire protections, are provided within the Member communities, and the RCC shall supply communications services only.

Specifically, CVD shall have the authority to:

- A. Enter into contractual arrangements for services as deemed necessary and appropriate for the operation and/or betterment of the RCC;
- B. Employ staff to assist in the operations of the CVD or RCC, subject to the provisions of Article X of this Agreement;
- C. Purchase or lease or otherwise provide for supplies, materials, equipment and facilities deemed necessary and appropriate for the operation and/or betterment of the RCC;
- D. Accept and raise private and public monies for the operation and/or betterment of the RCC;
- E. Exercise any and all other powers and authorities available as set forth in Chapter 167 of the Ohio Revised Code.

VI. RESPONSIBILITIES OF THE MEMBERS

Each Member of CVD agrees to cooperate, insofar as it is practicable to do so, with the Board in the following matters:

- A. The furnishing of any information and assistance that may be reasonably necessary for the successful operation of the RCC; and
- B. The adoption of public safety policies, regulations, and laws that may be reasonably necessary for the efficient and effective operation of the RCC.

VII. ALLOCATION OF COSTS AND DISTRIBUTION OF MONEY

- A. Schedule and Determination of Monthly Dues. Each Member agrees to pay the Monthly Dues, as set forth on the Schedule of Monthly Dues, agreed upon by the majority of those Representatives or Alternates present at the meeting at which the Schedule of Monthly Dues is approved. The Monthly Dues may include a charge for capital improvements, equipment, and expenditures ("Capital Charge"), which Capital Charge shall be identified in the invoices to the Members. The methodology and/or methodologies for determining both the allocation of the CVD's Capital Charge and the CVD's operating expenses shall be as determined by said majority of Representatives or Alternates. The Operating Budget determination is based upon actual usage percentages of the prior year. Actual usage percentages shall include service calls as calculated by CVD operational staff. The initial Capital Charge determination is based upon a twenty-five percent (25%) fixed cost allocation and a seventy-five percent (75%) usage percentage with a prior five (5) year historical analysis. Such methodology and/or methodologies, as so determined currently or in the future, shall supersede any prior ordinance, resolution and/or contract, or any part thereof, of any Member relating to radio call service and reverse 9-1-1 service prior to the adoption of this Restated and Amended Agreement by such Member.
- B. Dues to be Paid By and Obligations of New Members. New Members of the CVD, admitted after the effective date of this Restated and Amended Agreement, shall be admitted only if they receive an affirmative vote of two-thirds (2/3) of those Representatives or Alternates present at a meeting at which a new Member is considered, upon the terms and conditions set forth in a Chagrin Valley Dispatch Council New Member Participation Agreement in the same form as "Exhibit B" attached hereto. Any political subdivision which becomes a Member in the CVD after the effective date of this Restated and Amended Agreement shall commence paying dues from the date of the execution of its Chagrin Valley Dispatch Council New Member Participation Agreement. Such dues are payable as agreed upon by the new Member and a majority of the current Members of the CVD present at the meeting at which a new Member is considered. The new Member's dues shall commence on the date of its execution of the Chagrin Valley New Member Participation Agreement and shall be paid as set forth in Article VII A. above. Use of any dues of a new Member shall be determined by a majority of the current CVD Members.

- C. Segregated Account Required for Dues Monies. The Fiscal Officer shall keep all monies collected hereunder in a segregated account.

VIII. ANNUAL OPERATING BUDGET OF THE CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER.

- A. Annual Operating Budget. Continuing during every year of operation, the CVD shall develop a Budget as soon as possible in each year. The CVD shall also set the Monthly Dues that must be paid by each Member and may require a payment by the Members of up to three (3) months of the Monthly Dues, which shall be retained and utilized as working capital, and require the payment of the Monthly Dues each month thereafter. Thereafter, the CVD shall establish and approve an annual Operating Budget for the RCC by January 31 of each year, along with a schedule of Monthly Dues to be paid by each Member. The Budget and Monthly Dues shall be as approved by a majority of those Representatives or Alternates present at the meeting at which the Budget is considered. The Budget shall include an amount to cover the reimbursement of the Staffing Member of the RCC, as established in Article X hereof.
- B. Fiscal Year. The CVD shall conduct its operations based upon a calendar fiscal year (January 1<sup>st</sup> to December 31<sup>st</sup>).
- C. Acceptance of Funding. The CVD may accept funding from Member political subdivisions, state and federal grant sources, and any other public or private source.

IX. LOCATION OF THE CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER

The current location of the RCC is the Chagrin Falls Village Hall, 21 West Washington Street, in the Village of Chagrin Falls with its relocation to University Hospital Bedford Medical Center, 88 Center Road, Bedford, Ohio to occur upon the issuance of CVD's occupancy permit for the RCC at said location. The RCC will be so relocated only upon a vote of two-thirds (2/3's) of the Members of the CVD; otherwise the current location of the RCC shall remain at 21 West Washington Street, Chagrin Falls.

X. CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER PERSONNEL

The Village of Chagrin Falls, so long as the RCC is located within the Village of Chagrin Falls, or so long as no other Staffing Member is agreed upon by a majority of those Representatives or Alternates present at a meeting at which a new Staffing Member is considered, shall be the "Staffing Member" responsible for the hiring, firing and management of all of the dispatch employees necessary to operate the RCC. Another Member may serve as the Staffing Member in the event the RCC is moved outside the Village of Chagrin Falls, pursuant to Article IX hereof.

XI. EXISTING AGREEMENTS ASSIGNED; TRANSFER OF PERSONAL PROPERTY

There exist certain agreements between the Village of Chagrin Falls and other Members of the CVD for the provision of certain services (e.g. dispatching services and Reverse 911). By agreement of all of the parties hereto, all such agreements have already been assigned from the Village of Chagrin Falls to the CVD. The Village of Chagrin Falls previously transferred its ownership interest in all of the personal property used in the performance of dispatch services, which is inventoried and identified on "Exhibit C," appended hereto.

XII. ANNUAL REPORT

The CVD shall make an annual report to Board at the annual meeting.

XIII. CANCELLATION OF THE AGREEMENT

Any Member may withdraw from this Agreement, provided, however, that any such withdrawal shall be effective only on December 31<sup>st</sup> of any given year, and shall be preceded by written notice of withdrawal delivered to the President of CVD by registered mail or by personal service not later than July 1<sup>st</sup> prior to the effective date of such withdrawal.

In the event any Member withdraws, the withdrawing Member shall forfeit its interest in all capital assets of the CVD and the remaining Members shall continue the CVD unless otherwise agreed by the remaining Members.

XIV. AMENDMENTS

This Restated and Amended Agreement may be amended by a two-thirds vote of all Members of the CVD at any regular or special meeting thereof. Copies of any proposed amendments to this Restated and Amended Agreement shall be mailed to all Members not less than thirty (30) days prior to any meeting at which the proposed amendment is to be considered.

XV. SEVERABILITY

In the event any part or portion of this Restated and Amended Agreement shall be found to be contrary to law and thereby held to be null and void, all other provisions of this Restated and Amended Agreement shall remain in full force and effect, and shall not be otherwise affected by any such ruling, finding, or decision.

XVI. SEPARATE ORIGINALS

The parties hereto shall each sign a separate original of this Restated and Amended Agreement and submit it to the Mayor of the Village of Chagrin Falls for safekeeping, who shall turn said agreements over to the Secretary of the CVD following the election of that officer.



# EXHIBIT "A"

RECEIVED

MAR 23 2011

## AN AGREEMENT ESTABLISHING THE CHAGRIN VALLEY DISPATCH COUNCIL

VILLAGE OF  
CHAGRIN FALLS

THIS AGREEMENT is made and entered into this 16<sup>th</sup> day of March, 2011, in Cuyahoga County, State of Ohio, by and among all of the political subdivisions executing this Agreement, pursuant to the authority granted by Chapter 167 of the Ohio Revised Code and, with the exceptions of townships, pursuant to the authority granted by Article XVIII, Section 3 of the Ohio Constitution.

### WITNESSETH:

The parties to this Agreement, wishing to establish a Regional Council of Governments, pursuant to Chapter 167 of the Ohio Revised Code, agree as follows:

#### I. NAME

The name of the regional council of governments created hereby shall be the "Chagrin Valley Dispatch Council" (hereinafter, "CVD").

#### II. PURPOSE

The purpose of the CVD is to promote cooperative arrangements and coordinate action among its members in matters relating to the dispatch of public safety services and the operation of the Chagrin Valley Regional Communications Center ("RCC").

#### III. MEMBERSHIP

Eligibility to join the CVD shall initially be limited to political subdivisions located within the Chagrin Valley that are currently receiving public safety dispatch services from the Village of Chagrin Falls. The following political subdivisions currently receive public safety dispatch services from the Village of Chagrin Falls and are, therefore, immediately eligible to join the CVD:

Village of Bentleyville;  
Chagrin Falls Township;  
Village of Chagrin Falls;  
Village of Hunting Valley;  
Village of Moreland Hills;  
Orange Village;  
Village of South Russell; and  
Village of Woodmere.

For purposes of this Agreement, "political subdivision" shall have the same meaning as provided in Section 2744.01(F) of the Ohio Revised Code.

Additional political subdivisions may request to receive dispatch services from the

RCC and apply for membership in CVD. New members of CVD shall only be admitted if they receive an affirmative vote of two-thirds (2/3) of those Representatives or Alternates present at a meeting at which a new Member is considered.

#### IV. ADMINISTRATIVE AUTHORITY

CVD shall be established and administered in the following manner:

- A. Each political subdivision which is a party to this Agreement shall be a member of CVD ("Member"), and shall have one (1) Representative to the CVD Board of Trustees ("Board"). The Representative shall be the Mayor, Safety Director, Chairman of the Board of Trustees, or such other official as provided for in the enabling ordinance or resolution enacted by the legislative authority of the political subdivision. The Representative of the political subdivision may designate an Alternate, who may act on behalf of the political subdivision in the absence of its Representative, if such designation is permitted pursuant to the enabling ordinance or resolution enacted by the legislative authority of the political subdivision. The Board shall be vested with the authority to manage and operate the CVD, and may designate a person, or persons, to run the day-to-day operations of the CVD.
- B. Each Member of CVD shall be entitled to one (1) vote on each item under consideration before the Board. Voting shall be done by the Representatives or Alternates who are present at the meeting, and no proxy or absentia voting shall be allowed. A quorum shall consist of a majority of the Representatives or Alternates of the Members of CVD.
- C. The first meeting of CVD shall be on or before May 31, 2011, at a time and place to be designated by the Mayor of the Village of Chagrin Falls, who shall act as temporary chairman at such first meeting. The first order of business shall be the adoption of by-laws. The Board shall have the continuing authority to amend its by-laws and otherwise adopt rules to govern its proceedings in any manner not in conflict with this Agreement.
- D. CVD shall also, at its first meeting and at its annual meeting thereafter, elect from its Representatives the following officers: President, Vice President, and Secretary, and such other officers as the Board of Trustees may establish in its by-laws. All officers elected at the annual meeting shall hold office for a term of one (1) year, or until a successor is elected and qualified. Officers shall serve without compensation.
- E. The Director of Finance of the Village of Chagrin Falls shall, *ex officio*, serve as the Fiscal Officer of the CVD, and shall be a non-voting member of the Board, unless the Board by a two-thirds vote appoints a different Fiscal Officer. The Fiscal Officer, or the Member which employs the Fiscal

Officer, may receive from CVD such compensation or expense reimbursement as may be determined by the Board.

- F. The annual meeting of CVD shall be in January of each year, at a time and place to be designated by the President. Special meetings may be called as provided in the by-laws of CVD.
- G. CVD shall purchase property and casualty insurance in order to protect property owned by CVD, as well as to protect the CVD and its employees from claims arising out of the operations or activities of the CVD or its employees. The Board may at their discretion purchase any other insurance it deems appropriate or necessary.

#### V. AUTHORITY OF CVD

CVD, by and through its Board, shall have the authority to perform all functions necessary to improve, maintain, and operate the RCC. CVD, by and through its Board, shall be authorized to direct the operations and activities of the RCC; provided, however, that each Member retains its right and duty to supervise and control the manner in which safety services, including police and fire protections, are provided within the Member communities, and the RCC shall supply communications services only.

Specifically, CVD shall have the authority to:

- A. Enter into contractual arrangements for services as deemed necessary and appropriate for the operation and/or betterment of the RCC;
- B. Employ staff to assist in the operations of the CVD or RCC, subject to the provisions of Article X of this Agreement;
- C. Purchase or lease or otherwise provide for supplies, materials, equipment and facilities deemed necessary and appropriate for the operation and/or betterment of the RCC;
- D. Accept and raise private and public monies for the operation and/or betterment of the RCC;
- E. Exercise any and all other powers and authorities available as set forth in Chapter 167 of the Ohio Revised Code.

#### VI. RESPONSIBILITIES OF THE MEMBERS

Each Member of CVD agrees to cooperate, insofar as it is practicable to do so, with

the Board in the following matters:

- A. The furnishing of any information and assistance that may be reasonably necessary for the successful operation of the RCC; and
- B. The adoption of public safety policies, regulations, and laws that may be reasonably necessary for the efficient and effective operation of the RCC.

VII. ALLOCATION OF COSTS AND DISTRIBUTION OF MONEY

- A. Schedule of Monthly Dues. Each Member agrees to pay the Monthly Dues, as set forth on the Schedule of Monthly Dues, agreed upon by the majority of those Representatives or Alternates present at the meeting at which the Schedule of Monthly Dues is approved. The Monthly Dues may include a charge for capital improvements ("Capital Charge"), which Capital Charge shall be identified in the invoices to the Members.
- B. Dues to be Paid By New Members. Any political subdivision which joins the CVD after the original formation of the CVD shall commence paying monthly dues from the date of joining.
- C. Segregated Account Required for Dues Monies. The Fiscal Officer shall keep all monies collected hereunder in a segregated account.

VIII. ANNUAL OPERATING BUDGET OF THE CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER

- A. Annual Operating Budget. During its first year of operation, the CVD shall develop a Budget as soon as possible after its formation. The CVD shall also set the Monthly Dues that must be paid by each Member and may require a prepayment by the Members of up to three (3) months of the Monthly Dues, which shall be retained and utilized as working capital, and require the payment of the Monthly Dues each month thereafter. Thereafter, the CVD shall establish and approve an annual operating Budget for the RCC by January 31 of each year, along with a schedule of Monthly Dues to be paid by each member. The Budget and Monthly Dues shall be as approved by a majority of those Representatives or Alternates present at the meeting at which the Budget is considered. The Budget shall include an amount to cover the reimbursement of the Staffing Member of the RCC, as established in Article X hereof.
- B. Fiscal Year. The CVD shall conduct its operations based upon a calendar fiscal year (January 1<sup>st</sup> to December 31<sup>st</sup>).
- C. Acceptance of Funding. The CVD may accept funding from Member political subdivisions, state and federal grant sources, and any other public or private

source.

IX. LOCATION OF THE CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER

The current location of the RCC is the Chagrin Falls Village Hall, 21 West Washington Street, in the Village of Chagrin Falls. Each Member acknowledges and agrees that the Village of Chagrin Falls has expended significant resources in establishing and maintaining the RCC and agrees that the RCC will remain within the corporate boundaries of the Village of Chagrin Falls unless two-thirds (2/3's) of the members of the CVD, agree to relocate the RCC in an area outside of the corporate boundaries of the Village of Chagrin Falls.

X. CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER PERSONNEL

The Village of Chagrin Falls, so long as the RCC is located within the Village of Chagrin Falls, shall be the "Staffing Member" responsible for the hiring, firing and management of all of the dispatch employees necessary to operate the RCC. Another Member may serve as the Staffing Member in the event the RCC is moved outside the Village of Chagrin Falls, pursuant to Article IX hereof.

XI. EXISTING AGREEMENTS ASSIGNED: TRANSFER OF PERSONAL PROPERTY

There exist certain agreements between the Village of Chagrin Falls and other Members of the CVD for the provision of certain services (e.g. dispatching services and Reverse 911). By agreement of all of the parties hereto, all such agreements are hereby assigned from the Village of Chagrin Falls to the CVD. The Village of Chagrin Falls hereby transfers its ownership interest in all of the personal property used in the performance of dispatch services, which is inventoried and identified on "Exhibit A," appended hereto.

XII. ANNUAL REPORT

The CVD shall make an annual report to Board at the annual meeting.

XIII. CANCELLATION OF THE AGREEMENT

Any Member may withdraw from this Agreement, provided, however, that any such withdrawal shall be effective only on December 31<sup>st</sup> of any given year, and shall be preceded by written notice of withdrawal delivered to the President of CVD by registered mail or by personal service not later than July 1st prior to the effective date of such withdrawal.

XIV. AMENDMENTS

This Agreement may be amended by a two-thirds vote of all Members of the CVD at any regular or special meeting thereof. Copies of any proposed amendments to this Agreement shall be mailed to all Members not less than thirty (30) days prior to any meeting at which the proposed amendment is to be considered.

XV. SEVERABILITY

In the event any part or portion of this Agreement shall be found to be contrary to law and thereby held to be null and void, all other provisions of this Agreement shall remain in full force and effect, and shall not be otherwise affected by any such ruling, finding, or decision.

XVI. SEPARATE ORIGINALS

The parties hereto shall each sign a separate original of this agreement and submit it to the Mayor of the Village of Chagrin Falls for safekeeping, who shall turn said agreements over to the Secretary of the CVD following the election of that officer.

XVII. EFFECTIVE DATE

This agreement shall take effect and be in force from and after the date the fifth member signs the Agreement, which date shall be inserted in the first paragraph of this agreement by the Mayor of the Village of Chagrin Falls or, after the election of the Secretary of the CVD, by said Secretary.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, effective on the date indicated, by signing identical copies of this Agreement, and have submitted it to the Mayor of the Village of Chagrin Falls or the Secretary of the CVD, along with a certified copy of the legislation authorizing the execution of this agreement.

Date: March 16, 2011

Village of Bentleyville  
POLITICAL SUBDIVISION

By: [Signature]  
(Signature)

Its: Mayor  
(Office)

FISCAL OFFICER'S CERTIFICATE OF AVAILABLE FUNDS

I, Bernice Schreiber, the fiscal officer of  
(Name) (Title)

Village of Bentleville Ohio, hereby certify that the funds necessary to pay the  
(Political subdivision)

obligation of the foregoing agreement have been appropriated and are unencumbered and are either  
in the treasury or in the process of collection.

March 16, 2011

Bernice Schreiber  
Name

Fiscal Officer  
Title  
Village of Bentleville  
Political Subdivision

### Dispatch Equipment

quantity	description	location
2	Motorola MSF 5000 Repeaters	Chagrin Falls Tower at Armory
1	MSF Limited Repeater - Fire	Chagrin Falls Tower at Armory
1	MICOR VHF Repeater	Chagrin Falls Tower at Armory
1	UPS	Chagrin Falls Tower at Armory
1	Tower Lite Control Station	Chagrin Falls Tower at Armory
2	Zetron Console Positions	Dispatch Center
7	control stations	Dispatch Center
2	power supplies	Dispatch Center
4	battery backups	Dispatch Center
2	remotes	Dispatch Center
2	Motorola MTR 2000 repeaters	Orange Tower
1	back-up paging fire alerting	Orange Fire Department
1	paging encoder and emergency decoder	Orange Fire Department
1	911 system	Chagrin Falls Basement
1	Phone/Radio recorder	Chagrin Falls Basement
1	MDT Server	Dispatch Center
1	Sonicwall	Dispatch Center
1	Switch	Dispatch Center
1	File Server	Dispatch Center
2	computers and monitors	Dispatch Center
2	printers	Dispatch Center
1	fax machine	Dispatch Center
12	police/fire phone lines	Dispatch Center
1	Reverse 911 Computer	Dispatch Center
13	phone lines for Reverse 911	Dispatch Center
Contractual Services	Fax Machine Maintenance	
	CRIS Fees	
	Hardware/Software Support	
	LEADS Network Connection	
	12 months Maintenance for 911 system	
	Haines Directory	
	Recorder Maintenance	
	B&C Communications	
	fidelity - internet line for MDT Server	

EXHIBIT "B"

CHAGRIN VALLEY DISPATCH COUNCIL  
NEW MEMBER PARTICIPATION AGREEMENT

This Chagrin Valley Dispatch Council New Member Participation Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City/Village of \_\_\_\_\_, an Ohio political subdivision, ("*City/Village*") and the Chagrin Valley Dispatch Council ("*CVD*").

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, eight Ohio political subdivisions: Village of Bentleyville, Chagrin Falls Township, Village of Chagrin Falls, Village of Hunting Valley, Village of Moreland Hills, Orange Village, Village of South Russell, and Village of Woodmere, executed the Restated and Amended Agreement the Chagrin Valley Dispatch Council, Exhibit "A" attached hereto; and

WHEREAS, *City/Village* desires to become a participating member in said Restated and Amended Agreement dated \_\_\_\_\_, 2013.

WHEREAS, the CVD desires to and has had its members vote to accept *City/Village* as a new member upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants herein contained, *City/Village* and the CVD agree as follows:

1. *City/Village* is hereby included as a Member of said Restated and Amended Agreement upon *City's/Village's* authorization and execution of this CVD New Member Participation Agreement.
2. As such New Member, payment of dues by *City/Village* to the CVD shall be as follows:
  - a. Capital Charge share (1<sup>st</sup> partial year)
  - b. Operating Cost share (1<sup>st</sup> partial year)
  - c. Continuing Monthly Dues (1<sup>st</sup> complete year and year's thereafter.)
  - d. Other
3. The *City/Village* hereby accepts said offer by its authorization and execution of this New Member Participation Agreement.

4. Unless specifically modified herein, it is agreed by the *City/Village* and the CVD that all terms and conditions of the Restated and Amended Agreement Continuing the Chagrin Valley Dispatch Council as attached hereto as Exhibit "A" and incorporated herein shall be amended and remain in full force and effect with *City/Village* included therein as a Member by the terms hereof.

IN WITNESS WHEREOF, the parties have executed this CVD New Member Participation Agreement on the date first written above.

WITNESS:

CITY/VILLAGE:

\_\_\_\_\_

\_\_\_\_\_  
Mayor

WITNESS:

CHAGRIN VALLEY DISPATCH COUNCIL:

\_\_\_\_\_

\_\_\_\_\_  
Mayor Thomas Brick, President

Approved as to form only:

\_\_\_\_\_  
*City/Village*, Director of Law

Approved as to form only:

\_\_\_\_\_  
David J. Matty, Director of Law  
Chagrin Valley Dispatch Council

EXHIBIT "C"

quantity	description	location	
2	Motorola MSF 5000 Repeaters	Chagrin Falls Tower at Armory	
1	MSF Limited Repeater - Fire	Chagrin Falls Tower at Armory	
1	MICOR VHF Repeater	Chagrin Falls Tower at Armory	
1	UPS	Chagrin Falls Tower at Armory	
1	Tower Life Control Station	Chagrin Falls Tower at Armory	
1	UPS Alarm	Chagrin Falls Tower at Armory	
2	Zetron Console Positions	Dispatch Center	
7	control stations	Dispatch Center	
2	power supplies	Dispatch Center	
4	battery backups	Dispatch Center	
2	remotes	Dispatch Center	
3	MARCS control stations	Dispatch Center	
2	Motorola MTR 2000 repeaters	Orange Tower	
1	back-up paging fire alerting	Orange Fire Department	
1	paging encoder and emergency decoder	Orange Fire Department	
1	911 system	Chagrin Falls Basement	
1	Phone/Radio recorder	Chagrin Falls Basement	
1	MDT Server	Dispatch Center	
1	Sonicwall	Dispatch Center	
1	Switch	Dispatch Center	
2	computers and monitors	Dispatch Center	
1	printers	Dispatch Center	
1	fax machine	Dispatch Center	
12	police/fire phone lines	Dispatch Center	
	Reverse911 Computer	Dispatch Center	Only using for guardian
	phone lines for Reverse 911	Dispatch Center	will be switching
Contractual Services	Fax Machine Maintenance		
	CRIS Fees		
	Hardware/Software Support		
	LEADS Network Connection		
	12 months Maintenance for 911 system		
	Haines Directory		
	Recorder Maintenance		
	B&C Communications		
	fidelity - internet line for MDT Server		

Current as of March 28, 2013

**CITY OF STRONGSVILLE**  
**SOUTHWEST EMERGENCY DISPATCH CENTER**  
**EQUIPMENT TO BE TRANSFERRED**

<b><u>Description</u></b>	<b><u>Quantity</u></b>
Dispatch Workstations	16
Dispatch Monitors	32
Eventide Recorder	1
MCC 7500	16
Desks/Furniture/Chairs	16
Headsets	35
Vesta Consoles	12

**RESOLUTION  
OF THE  
CHAGRIN VALLEY DISPATCH COUNCIL**

RESOLUTION NO: 2025-11

A RESOLUTION AUTHORIZING THE PRESIDENT OF THE  
CHAGRIN VALLEY DISPATCH COUNCIL TO ENTER INTO  
A NEW MEMBER PARTICIPATION AGREEMENT WITH  
THE CITY OF BROOKPARK

WHEREAS, at its meeting of July 30, 2025, the Executive Committee of the Chagrin Valley Dispatch Council unanimously agreed to offer a New Member Participation Agreement to the City of Brookpark under certain terms and conditions; and

WHEREAS, the City of Brookpark is desirous of becoming a participating member of the Chagrin Valley Dispatch Council.

NOW, THEREFORE, BE IT RESOLVED by the Chagrin Valley Dispatch Council, County of Cuyahoga, State of Ohio, that:

SECTION 1. The President be, and hereby is, authorized to enter into a New Member Participation Agreement with the City of Brookpark, in substantially the same form as is attached hereto as Exhibit "A" and incorporated herein as if by reference.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Fiscal Officer is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the Council. The Fiscal Officer be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this Council in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

SECTION 3. This Resolution shall be effective on the date of passage and upon the signature of the Council's President and Secretary.

PASSED:

APPROVED:

ATTEST:

\_\_\_\_\_  
Mayor Kirsten Holzheimer Gail, President

\_\_\_\_\_  
Mayor William Koons, Secretary

Safety

P/C 9-2-25  
CA 9-10-25  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
D/S \_\_\_\_\_

CITY OF BROOK PARK, OHIO

ORDINANCE NO: \_\_\_\_\_

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE AUTHORIZING THE POLICE CHIEF TO  
TRADE-IN POLICE EQUIPMENT AND/OR UNCLAIMED OR FORFEITED PROPERTY  
NO LONGER NEEDED BY THE BROOK PARK POLICE DEPARTMENT,  
AND DECLARING AN EMERGENCY

WHEREAS, the Police Department has equipment and unclaimed or forfeited property that it has no use for, and no longer serves any police or municipal purpose; and

WHEREAS, this equipment and/or unclaimed or forfeited property takes up much needed storage space in the Police Station; and

WHEREAS, the Police Department is requesting Council's authority and affirmation to trade-in unclaimed or forfeited property to Vance Outdoors Law Enforcement Sales for credit toward the purchase of new police equipment.

NOW THEREFORE BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: That the Police Department is hereby authorized to trade in equipment and unclaimed or forfeited property, which no longer serves any police or municipal purpose, to Vance Outdoors Law Enforcement Sales for credit towards the purchase of new equipment for use by the Police Department. The list of property is attached hereto and incorporated herein as Exhibit "A."

SECTION 2: That the Police Department is hereby authorized to purchase the weapons and equipment listed on Exhibit "B" in the amount of forty-nine thousand nine hundred eighty seven dollars and fifty cents (\$49,987.50) less the trade-in for thirteen thousand five hundred twenty dollars (\$13,520.00) for a grand total of thirty six thousand four hundred sixty seven dollars and fifty cents (\$36,467.50)

**SECTION 3:** The money for this transaction shall come from fund 401 and shall not exceed thirty six thousand four hundred sixty seven dollars and fifty cents (\$36,467.50).

**SECTION 4:** It is found and 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 that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

**SECTION 5:** This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to authorize the Police Department to trade in unclaimed or forfeited property to Vance Outdoors Law Enforcement Sales for credit toward the purchase of new police equipment; therefore provided this Ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
Clerk of Council

APPROVED: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
I HEREBY APPROVE THE WITHIN  
INSTRUMENT AS TO LEGAL FORM  
AND CORRECTNESS.  
*Robert Cardon*  
Asst. DIRECTOR OF LAW



Sig Sauer P320 serial numbers

1. 58C143703
2. 58C259322
3. 58C279811
4. 58C278125
5. 58C279813
6. 58C259117
7. 58C279815
8. 58C259120
9. 58C279827
10. 58C254261
11. 58C254257
12. 58C278134
13. 58C254255
14. 58C254271
15. 58C278973
16. 58J250794
17. 58J250851
18. 58J245097
19. 58C259023
20. 58J266687
21. 58C279845
22. 58C259116
23. 58C278968
24. 58J266689
25. 58K299852
26. 58C278131
27. 58J250831
28. 58J515003
29. 58C280452
30. 58C259113
31. 58C278936
32. 58K076766
33. 58K209838
34. 58K299873
35. 58K299871
36. 58A101789
37. 58J245081
38. 58L299874
39. 58K208252
40. 58K299876

41. 58J058280
42. 58K076772
43. 58J058281
44. 58C254272
45. 58C143707
46. 58C142988
47. 58C143705
48. 58C142989
49. 58C142990
50. 58C142987
51. 58K097778
52. 58K097549



