

CITY OF BROOK PARK, OHIO

PIC 9-1-20 SERVICES
CA 9-8-20 - amended
1st R 9-15-20
2nd R _____
3rd R _____
P.C. _____

ORDINANCE NO. 11168-2020

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT OF COOPERATION WITH THE COUNTY OF CUYAHOGA
FOR THE RESURFACING OF SHELDON ROAD (COUNTY ID #1285)
AND DECLARING AN EMERGENCY

An emergency ordinance enacted by the City of Brook Park, Cuyahoga County, Ohio hereinafter referred to as the MUNICIPALITY, in the matter of the hereinafter described improvement and requests the cooperation of the County of Cuyahoga, Ohio, hereinafter referred to as the COUNTY.

WHEREAS, the MUNICIPALITY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The resurfacing of Sheldon Road from Engle Road to Smith Road.

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

A. CONSENT

1. That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to construct the above described improvement in accordance with plans, specifications and estimates approved by the COUNTY.

B. COOPERATION

1. That the MUNICIPALITY will cooperate with the COUNTY in the resurfacing of Sheldon Road from Engle Road to Smith Road.
2. That the COUNTY will arrange for the preparation of construction plans and specifications, including necessary engineering reports for improvement, under the current Cuyahoga County standards for construction of County roads and bridges.
3. That the COUNTY will arrange for the supervision and administration of the construction project.

C. FUNDING

1. That the MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the improvement by an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY portion of the project.
2. That if the project is financed with State or Federal-aid funds, eligible costs of the improvement shall be financed from the aforesaid funds.

3. That if funds administered by the Ohio Public Works Commission are used for this project, the amount of such funds will be deducted from designated project costs prior to the application of the participatory percentages specified in the Ordinance.
4. Within the Corporate limits of the MUNICIPALITY, the MUNICIPALITY shall contribute forty percent (40%) and the COUNTY shall contribute sixty percent (60%) of the cost of the preparation of construction plans and specifications, including necessary engineering reports for the improvement.
5. Within the Corporate limits of the MUNICIPALITY, the MUNICIPALITY shall contribute fifty percent (50%) of the Non-Federal Share of the cost of construction, and construction supervision.
6. That the MUNICIPALITY agrees to deposit with the Treasurer of Cuyahoga County the MUNICIPALITY'S share of the estimated cost of the project or agrees to enter into an escrow agreement with the County of Cuyahoga, Ohio prior to an award of a contract for the improvement.

D. MAINTENANCE

That upon completion of said improvement, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the improvement in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. That the COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the improvement in accordance with the applicable sections of the Ohio Revised Code.
4. After construction of the project is complete, the Municipality agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

E. TRAFFIC

That upon completion of said improvement said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the improvement in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and
2. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and

3. That stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a "Four-way Stop" as provided in the aforesaid Manual are met; and.
4. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
5. The MUNICIPALITY shall regulate parking in the following manner: Prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code unless otherwise controlled by local ordinance or resolution.

F. RIGHT-OF-WAY

1. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the aforesaid improvement shall be made available therefore.
2. That in the event any additional right-of-way is required, the COUNTY will arrange for the acquisition.

G. UTILITIES

1. That the MUNICIPALITY will make arrangements with and obtain agreements from all privately-owned public utility companies whose lines or structures will be affected by the said improvement, and said companies have agreed to make any and all necessary arrangements in such a manner as to be clear of any construction called for by the plans of said improvement, and said companies have agreed to make such necessary rearrangements immediately after notification by said MUNICIPALITY.
2. That the COUNTY will participate in the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8204 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.
3. That it is hereby agreed that the MUNICIPALITY shall, at its own expense, make all rearrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the provisions of Section 8204 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the said improvement.
4. That the construction, reconstruction, and/or rearrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the improvement, and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

H. MISCELLANEOUS

1. That if the COUNTY is formally requested by a MUNICIPAL RESOLUTION to include the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the improvement), sidewalks, alternate bid items, or other items in the improvement 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 MUNICIPALITY involved in this improvement; and that the MUNICIPALITY 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.
2. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, G-1, G-3, and G-4 and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certifications or obligations made or agreed to in said Sections F-1, G-1, G-3, and G-4 hereinabove.
3. For the purpose of this Ordinance, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. By enacting this Ordinance, the MUNICIPALITY agrees to conduct this transaction by electronic means and agrees that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The MUNICIPALITY also agrees on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic signature policy of Cuyahoga County.

I. AUTHORITY TO SIGN

1. That the Mayor of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to enter into agreements with the COUNTY necessary to complete the planning and construction of this improvement.
2. That the Mayor of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to make application to the County of Cuyahoga, Ohio for approval to use County Motor Vehicle License Tax Funds for the improvement.

J. OPEN MEETINGS

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.

K. EMERGENCY MEASURE

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety of said City, 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: September 15, 2020 M. P. Vecchio
 PRESIDENT OF COUNCIL

ATTEST: Michelle Blazak APPROVED: [Signature]
 CLERK OF COUNCIL MAYOR

CERTIFICATE

Michelle Blazak, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance/Resolution No. 11168-2020 passed on the 15th day of September 2020 by said council.
Michelle Blazak
 Clerk of Council

I, Michelle Blazak, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at five of the most public places in said municipality as determined by Ordinance No. 4838-1975; location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #2 Fire Station 22530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days.
 commencing September 17, 2020
Michelle Blazak
 MICHELLE BLAZIK
 Clerk of Council

Nay	_____	_____	_____	_____	_____
Yea	_____	_____	_____	_____	_____
	Mayor	Mencini	Orcutt	Scott	Schmuck
		Poindexter	Salvatore		

CERTIFICATE OF COPY

State of Ohio)
 County of Cuyahoga) SS.
 City of Brook Park)

I, Michelle Blazak, as Clerk of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the legislative Authority of the said municipality on the 15th day of SEPTEMBER, 2020 that the publication of such Ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in Ordinance Record No. 11168-2020, Page _____.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 17th day of September, 2020.
Michelle Blazak
 Clerk
 City of Brook Park, Ohio

MUNICIPAL SEAL

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS
[Signature]
 DIRECTOR OF LAW



Cuyahoga County
Together We Thrive

Department of Public Works

July 09, 2020

Honorable Mayor and Council
City of Brook Park
6161 Engle Road
Brook Park, OH 44142

RE: Resurfacing of Sheldon Road from Engle Road to Smith Road in the Cities of Brook Park and Middleburg Heights
County ID #1285

Dear Mayor and Members of Council:

We are happy to provide County assistance for improving the above referenced roadway. Subject to the receipt of federal funding, the County is willing to sponsor the resurfacing project as shown in the enclosed Agreement. The County will work with you to program the project through ODOT, arrange for the preparation of construction plans and specifications, including necessary engineering reports, and for the supervision and administration of the construction contract. It is anticipated that this project will be bid in 2024.

Enclosed herein please find:

1. One (1) copy of an Agreement of Cooperation between the County of Cuyahoga, Ohio, and the City of Brook Park; and
2. One (1) copy of an Ordinance of consent; and
3. One (1) copy of Motor Vehicle License Tax Application MPD 1-72.

Please disregard the letter and attachments dated June 24th; this letter and enclosed attachments replace what was previously sent. A paragraph was added to both the Agreement of Cooperation and the Ordinance regarding design participation costs.

Please properly execute and return all documents to this office for further processing. The County requests that the City does not alter the enclosures. If you have any further questions, please contact me.

Sincerely,

Nichole English, P.E.
Chief Planning and Programming Engineer

Encl/As Noted

lw

AGREEMENT

**Between the County of Cuyahoga, Ohio and City of Brook Park for the
resurfacing of Sheldon Road from Engle Road to Smith Road**

This agreement made and entered into this _____ day of _____, 20____, by and between the County of Cuyahoga, Ohio, (the "COUNTY"), and the City of Brook Park (the "MUNICIPALITY") by its Mayor, having been duly authorized to enter into said agreement by Ordinance No. _____ adopted by Council of the City of Brook Park on the _____ day of _____, 20____.

WITNESSETH:

WHEREAS, the MUNICIPALITY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The resurfacing of Sheldon Road from Engle Road to Smith Road.

NOW THEREFORE, in consideration of the covenants and agreements herein contained to be performed by the parties hereto, it is mutually agreed between the parties hereto as follows:

A. CONSENT

1. That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to construct the above described improvement in accordance with plans, specifications and estimates approved by the COUNTY.

B. COOPERATION

1. That the MUNICIPALITY will cooperate with the COUNTY in the resurfacing of Sheldon Road from Engle Road to Smith Road.
2. That the COUNTY will arrange for the preparation of construction plans and specifications, including necessary engineering reports for improvement, under current Cuyahoga County standards for construction of County roads and bridges.
3. That the COUNTY will arrange for the supervision and administration of the construction project.

C. FUNDING

1. That the MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the improvement by an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY portion of the project.
2. That if the project is financed with State or Federal-aid funds, eligible costs of the improvement shall be financed from the aforesaid funds.
3. That if funds administered by the Ohio Public Works Commission are used for this project, the amount of such funds will be deducted from designated project costs prior to the application of the participatory percentages specified in this Agreement.
4. Within the corporate limits of the MUNICIPALITY, the MUNICIPALITY will be responsible for forty percent (40%), and the COUNTY will be responsible for sixty percent (60%), of the cost of the preparation of construction plans and specifications, including necessary engineering reports for the improvement.
5. Within the Corporate limits of the MUNICIPALITY, the MUNICIPALITY shall contribute fifty percent (50%) of the Non-Federal Share of the cost of construction, and construction supervision.
6. That the MUNICIPALITY agrees to deposit with the Treasurer of Cuyahoga County the MUNICIPALITY'S share of the estimated cost of the project or agrees to enter into an escrow agreement with the County of Cuyahoga, Ohio prior to an award of a contract for the improvement.

D. MAINTENANCE

That upon completion of said improvement said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the improvement in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. That the COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the improvement in accordance with the applicable sections of the Ohio Revised Code.
4. After construction of the project is complete, the Municipality agrees to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.).

E. TRAFFIC

That upon completion of said improvement said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the improvement in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and
2. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code; and
3. That stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a "Four-way Stop" as provided in the aforesaid Manual are met; and
4. That no rule or regulation shall be enacted restricting the use of the improved road and/or structure by any class of vehicle or vehicle load permitted by the Ohio Revised Code to use a public highway. Any existing rule or regulation so restricting road usage shall be rescinded; and
5. The MUNICIPALITY shall regulate parking in the following manner: Prohibit parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

F. RIGHT-OF-WAY

1. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the aforesaid improvement shall be made available therefore.
2. That in the event any additional right-of-way is required, the MUNICIPALITY will arrange for the acquisition.

G. UTILITIES

1. That the MUNICIPALITY will make arrangements with and obtain agreements from all privately-owned public utility companies whose lines or structures will be affected by the said improvement and said companies have agreed to make any and all necessary arrangements in such a manner as to be clear of any construction called for by the plans of said improvement, and said companies have agreed to make such necessary arrangements immediately after notification by said MUNICIPALITY.
2. That the COUNTY will participate in the costs of alterations of governmentally-owned utility facilities which come within the provisions of Section 8204. (Utility

Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.

3. That it is hereby agreed that the MUNICIPALITY shall, at its own expense, make all rearrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the provisions of Section 8204 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual, whether inside or outside the corporate limits, as may be necessary to conform to the said improvement.
4. That the construction, reconstruction, and/or rearrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the improvement and all backfilling of trenches made necessary by such utility rearrangements shall be performed in accordance with the provision of the Ohio Department of Transportation Construction and Material Specifications.

H. MISCELLANEOUS

1. That if the COUNTY is formally requested by a MUNICIPAL RESOLUTION to include the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the improvement), sidewalk, alternate bid items, or other items in the improvement 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 MUNICIPALITY involved in this improvement; and that the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction and the cost of preliminary and design engineering, and construction supervision.
2. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, G-1, G-3, and G-4, and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certifications or obligations made or agreed to in said Sections F-1, G-1, G-3 and G-4 hereinabove.
3. For the purpose of this Agreement, the agent for the COUNTY and liaison officer on the matter contained herein shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
4. By entering into this Agreement I agree on behalf of the City of Brook Park, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree on behalf of the aforementioned entities and persons, to be bound by the provisions of Chapter 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of the County.

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

City of Brook Park

By: _____
Mayor

County of Cuyahoga, Ohio

BY _____
Armond Budish, County Executive

Sheldon Road

ORDINANCE NO: _____ **DATE:** _____

An emergency ordinance enacted by the City of Brook Park, Cuyahoga County, Ohio hereinafter referred to as the MUNICIPALITY, in the matter of the hereinafter described improvement and requests the cooperation of the County of Cuyahoga, Ohio, hereinafter referred to as the COUNTY,

WHEREAS, the MUNICIPALITY has recognized the need for and proposes the improvement of a portion of public highway which is described as follows:

The resurfacing of Sheldon Road from Engle Road to Smith Road.

NOW THEREFORE, be it ordained by the Council of the City of Brook Park

A. CONSENT

1. That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to construct the above described improvement in accordance with plans, specifications and estimates approved by the COUNTY.

B. COOPERATION

1. That the MUNICIPALITY will cooperate with the COUNTY in the resurfacing of Sheldon Road from Engle Road to Smith Road.
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2. That if the project is financed with State or Federal-aid funds, eligible costs of the improvement shall be financed from the aforesaid funds.
3. That if funds administered by the Ohio Public Works Commission are used for this project, the amount of such funds will be deducted from designated project costs prior to the application of the participatory percentages specified in the Ordinance.
4. Within the corporate limits of the MUNICIPALITY, the MUNICIPALITY will be responsible for forty percent (40%), and the COUNTY will be responsible for sixty percent (60%), of the cost of

the preparation of construction plans and specifications, including necessary engineering reports for the improvement.

5. Within the Corporate limits of the MUNICIPALITY, the MUNICIPALITY shall contribute fifty percent (50%) of the Non-Federal Share of the cost of construction, and construction supervision.
6. That the MUNICIPALITY agrees to deposit with the Treasurer of Cuyahoga County the MUNICIPALITY'S share of the estimated cost of the project or agrees to enter into an escrow agreement with the County of Cuyahoga, Ohio prior to an award of a contract for the improvement.

D. MAINTENANCE

That upon completion of said improvement, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the improvement in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. Maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the COUNTY and hold said right-of-way inviolate for public highway purposes and permit no signs, posters, billboards, roadside stands or other private installations within the right-of-way limits; and
3. That the COUNTY shall continue to maintain the structural elements of any bridge (defined as a structure with a span of twenty feet or greater) located within the limits of the improvement in accordance with the applicable sections of the Ohio Revised Code.
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2. That the COUNTY will participate in the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8204 (Utility Reimbursement Eligibility) of the Ohio Department of Transportation's Real Estate Policies and Procedures Manual to the same extent that it participates in the other costs of the project, provided, however, that such participation will not extend to any additions or betterments of existing facilities.
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H. MISCELLANEOUS

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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 MUNICIPALITY involved in this improvement; and that the MUNICIPALITY 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.

2. That the MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, G-1, G-3, and G-4 and hereby agrees that the COUNTY shall be and is hereby released from any and all damages or claims of the MUNICIPALITY arising from or growing out of the certifications or obligations made or agreed to in said Sections F-1, G-1, G-3, and G-4 hereinabove.
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I. AUTHORITY TO SIGN

1. That the Mayor of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to enter into agreements with the COUNTY necessary to complete the planning and construction of this improvement.
2. That the Mayor of said MUNICIPALITY is hereby empowered and directed on behalf of the MUNICIPALITY to make application to the County of Cuyahoga, Ohio for approval to use County Motor Vehicle License Tax Funds for the improvement.

This Ordinance is hereby declared to be an emergency measure by reason of the need for expediting highway improvements to promote highway safety, and provided it receives the affirmative vote of two-thirds of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

Passed _____, 20____

Attest: _____

Mayor

President of Council

CERTIFICATE OF COPY

State of Ohio)
County of Cuyahoga) SS.
City of Brook Park)

I, _____, as Clerk of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and correct copy of the Ordinance adopted by the legislative Authority of the said municipality on the _____ day of _____, 20____, that the publication of such Ordinance has been made and certified of record according to law; that no proceedings looking to a referendum upon such Ordinance have been taken; and that such Ordinance and certificate of publication thereof are of record in Ordinance Record No. _____, Page _____.

IN WITNESS WHEREOF, I have herewith subscribed my name and affixed my official seal, this _____ day of _____, 20____.

Clerk
City of Brook Park, Ohio

MUNICIPAL SEAL

TO: THE COUNTY OF CUYAHOGA, OHIO DATE: _____
 RE: APPLICATION FOR APPROVAL OF PROJECT USING COUNTY MOTOR VEHICLE LICENSE TAX FUNDS

PROJECT DESCRIPTION

PART A
 MUNICIPALITY: Brook Park ROAD: Sheldon Road
 ROAD NUMBER: _____ PROJECT LENGTH: _____
 AVERAGE DAILY TRAFFIC: (Indicate 12 or 24 hour): _____ Fatal: _____
 ACCIDENTS DURING PAST YEAR: Prop. Damage: _____ Pers. Inj.: _____
 EXISTING PAVEMENT WIDTH: _____ RIGHT OF WAY WIDTH: _____ SPEED LIMIT: _____
 RAILROAD CROSSINGS AT: _____
 EXISTING BRIDGES OVER 20 FOOT SPANS: _____

PURPOSE AND DESCRIPTION OF WORK

PART B
The resurfacing of Sheldon Road from Engle Road to Smith Road.

TRAFFIC CONTROL INVENTORY

PART C
 ARE EXISTING SIGNS, MARKINGS AND TRAFFIC SIGNALS IN CONFORMANCE WITH THE OHIO MANUAL OF TRAFFIC CONTROL DEVICES (IF KNOWN)?: _____ IF NO, LIST DEFICIENCIES: _____
 ARE EXISTING SIGNALS INTERCONNECTED?: _____
 NUMBER OF EXISTING: Full actuated signals: _____ Semi-actuated signals: _____
 NUMBER OF PRETIMED SIGNALS AND AVERAGE SPACING: _____
 EXISTING PARKING REGULATIONS: _____

FUNDING

PART D

	COST ESTIMATE	LCNS TAX	PROPOSED FINANCING (\$ OR %)			OTHER
			MUNICIPAL	COUNTY	FEDERAL	
PRELIMINARY ENGR.						
RIGHT-OF-WAY						
CONSTRUCTION ENGR.						
ROADWAY & PAVEMENT						
STRUCTURES						
OTHER						
TOTALS						

RECOMMENDED FINANCING: _____

MUNICIPAL ACTION

PART E
 PROPOSED BY: _____ TITLE: Mayor DATE: _____
 ACTION BY COUNCIL: _____ Ordinance No. _____ DATE: _____
 CERTIFIED BY: _____ (Clerk of Council) DATE: _____