

**ORDINANCE NO. 2026 - 18**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT BETWEEN CUYAHOGA COUNTY AND THE CITY OF PARMA HEIGHTS FOR THE REHABILITATION OF THE RIDGEWOOD DRIVE BRIDGE 00.15 OVER COUNTRYMAN'S CREEK**

**WHEREAS**, Cuyahoga County, Ohio has recognized the need for and proposes the improvement of a portion of the Ridgewood Drive Bridge 00.15 over Countryman's Creek, located in the City of Parma Heights, Cuyahoga County, Ohio (the "Project"); and

**WHEREAS**, the terms and conditions and the rights and responsibilities of the County and the City in connection with the Project are set forth in a written agreement which is attached hereto as Exhibit "A"; and

**WHEREAS**, the City of Parma Heights desires to engage the County to undertake and complete the Project consistent with the terms and conditions of the Agreement.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1: That the Administration is hereby authorized and directed to enter into an Agreement with Cuyahoga County for the rehabilitation of the Ridgewood Drive Bridge 00.15 over Countryman's Creek, as set forth in Exhibit "A", which is attached hereto and incorporated by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: That this Ordinance shall take effect and be in force from and after the earliest date provided for by law.

PASSED: April 13, 2026

Thomas Rounds  
PRESIDENT OF COUNCIL

ATTEST: Barbara Allen  
CLERK OF COUNCIL

April 13, 2026  
APPROVED

FILED WITH  
THE MAYOR: April 13, 2026

M. Marie Gallo  
MAYOR MARIE GALLO

# **EXHIBIT A**

## **AGREEMENT**

### **Between the County of Cuyahoga, Ohio and the City of Parma Heights for the rehabilitation of Ridgewood Drive Bridge 00.15 over Countryman's Creek**

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, between the County of Cuyahoga, Ohio, 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 same may have been amended, modified, and supplemented to the effective date hereof, on behalf of the Department of Public Works (the "COUNTY") and the **City of Parma Heights** (the "MUNICIPALITY") by its Mayor, having been duly authorized to enter into this Agreement by Ordinance No. \_\_\_\_\_ adopted by Council of the **City of Parma Heights** on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

### **WITNESSETH:**

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

The rehabilitation of Ridgewood Drive Bridge 00.15 over Countryman's Creek  
(the "Project").

**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. The MUNICIPALITY agrees that it is in the public interest and hereby consents to the COUNTY completing the above described Project in accordance with plans, specifications, and estimates approved by the COUNTY.

#### **B. COOPERATION**

1. The COUNTY and the MUNICIPALITY will cooperate in the completion of the Project.
2. The COUNTY will arrange for the preparation of construction plans and specifications, including necessary engineering reports for the improvement, under current Cuyahoga County standards for construction of County roads and bridges.
3. The COUNTY will arrange for the supervision and administration of the construction contract.

#### **C. FUNDING**

1. The MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the Project by using an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY's portion of the project.

**D. MAINTENANCE**

Upon completion of the Project, the Parties' respective maintenance obligations shall be as follows:

1. The MUNICIPALITY will maintain the improvement in accordance with the provisions of all applicable statutes relating thereto and will make ample financial provisions for such maintenance; and
2. The MUNICIPALITY will 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. 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 Project in accordance with the applicable sections of the Ohio Revised Code.
4. 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**

The Parties agree to the following with regard to traffic on the improved roadway or highway upon completion of the Project:

1. The MUNICIPALITY will keep the highway open to traffic at all times.
2. The MUNICIPALITY will place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the Project in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code.
3. The street or highway shall be and hereby is designated a through highway as provided in Section 4511.07(A)(6) Ohio Revised Code.
4. Unwarranted regulatory signage within the Project area must be removed. In order to install a "Four-way-Stop" at the intersection of the improved street or highway, a traffic study must be performed by the MUNICIPALITY to verify that it is warranted in accordance with the manual.
5. The MUNICIPALITY will not enact any rule or regulation that restricts 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 and shall rescind any existing rule or regulation that so restricts the road usage.
6. The MUNICIPALITY shall 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. The MUNICIPALITY shall make available for the Project all existing street and public right-of-way within the MUNICIPALITY that is necessary for the Project.
2. The COUNTY will arrange for the acquisition of any additional right-of-way which may be required for the construction of the Project.

**G. UTILITIES**

1. The COUNTY will make arrangements with and obtain agreements from privately owned public utility companies whose lines or structures will be affected by the Project, 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 Project, and said companies have agreed to make such necessary arrangements immediately after notification by said MUNICIPALITY.
2. The COUNTY will participate in the cost of alterations of governmentally-owned utility facilities which come within the provisions of Section 8301 (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. The MUNICIPALITY shall cooperate with the COUNTY to make all arrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Section 8301 (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. The construction, reconstruction, and/or arrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the Project, 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. If the MUNICIPALITY formally requests by a MUNICIPAL RESOLUTION 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 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. The MUNICIPALITY shall be solely responsible for the certifications or obligations made or agreed to in Sections F-1, and G-3, 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 certification or obligations made or agreed to in said Sections F-1 and G-3 hereinabove.
3. For matters relating to this Project, 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, the MUNICIPALITY agrees 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. The MUNICIPALITY also agrees to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

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

**City of Parma Heights**

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

**County of Cuyahoga, Ohio**

By: \_\_\_\_\_  
**Chris Ronayne, County Executive**  
**or designee pursuant to Executive Orders**  
**No. EO2023-0003, dated July 6, 2023**