

**COOPERATIVE AGREEMENT FOR SPRAGUE ROAD
(C.R. 67) RECONSTRUCTION AND WIDENING PROJECT
REGARDING THE SANITARY SEWER CONSTRUCTION
BY AND BETWEEN THE CITIES OF PARMA, OHIO AND
NORTH ROYALTON, OHIO
8/15/19**

THIS AGREEMENT is made between the Cities of Parma, Ohio and North Royalton, Ohio each a municipal corporation located in Cuyahoga County, Ohio and organized and operating under the Constitution and laws of the State of Ohio, under the following circumstances:

The Cities of Parma and North Royalton each desire to cooperate with the other pursuant to the authority of the Constitution and laws of the State of Ohio, including, without limitation, Section 715.02 of the Ohio Revised Code, to provide for and/or cooperate with the following improvement (referred herein as the improvement):

PROJECT LOCATION

1. **W. Sprague Road.** Project to begin at the existing sanitary manhole located approximately 17 feet east from the centerline of York Road located in the City of North Royalton and to end at proposed sanitary manhole located approximately 3636 feet west from the centerline of York Road in the City of Parma.

SEE, EXHIBIT A ATTACHED.

PROJECT COMPONENTS AND DIMENSIONS

1. **W. Sprague Road, West of York Road East of the North Royalton WWTP “B”.** Rehabilitation (i.e. sewer lining & minor repairs) of 3,517 feet (Sta 339+36.10 to 375+25.00) of existing 12-inch, 15-inch, and 18-inch sanitary sewer pipe and then replace 150 LF (375+25.00 to 376+72.48) of 12-inch sanitary sewer on W. Sprague Road in the City of North Royalton. New 6-inch PVC sanitary connections will be extended up to the W. Sprague Road right-of-way in the City of Parma. Existing sanitary connections in both Parma and North Royalton will be rehabilitated (i.e. lined) up to the right-of-way in both cities. Forty-Four (44) parcels along the northerly portion of W. Sprague Road located in the City of Parma will be tied into the North Royalton sanitary sewer to the NORTH ROYALTON (WWTP “B”) system. Forty-One (41) parcels along the southerly portion of W. Sprague Road located in the City of North Royalton are already tied into the North Royalton sanitary sewer to the NORTH ROYALTON (WWTP “B”) system. The existing sewer in this section is tied into the existing sanitary manhole located 62 ft. south of the centerline

of Sprague Road, at the entrance drive to the North Royalton WWTP "B", in the City of North Royalton. These laterals will be rehabilitated (i.e. lined) up to the right-of-way in North Royalton.

The Cities of Parma and North Royalton do hereby acknowledge and agree to the construction and rehabilitation of the described sanitary sewer improvements (the improvement), along with manholes, sanitary sewer lateral connections and all necessary appurtenances, all being one continuous improvement, in accordance with the plans, profiles, specifications and preliminary estimate of cost prepared by Cuyahoga County Public Works Department and on file in the offices of the Clerk of Council of the City of Parma and the Clerk of Council of the City of North Royalton.

The Cities of Parma and North Royalton hereby consent to the improvements, including the sanitary sewers, in order to provide public facilities and services that are necessary for the health, safety and welfare of the resident of the Cities of Parma and North Royalton whose properties will benefit from the improvement.

The Cities of Parma and North Royalton have agreed that the Cuyahoga County Public Works Department shall be the contracting party for the construction of the improvement and that the County shall contribute to the cost of the improvement with County Funds and State Issue One Funds.

The Cities of Parma and North Royalton do hereby acknowledge and agree that the execution and delivery of this AGREEMENT have been duly authorized by the City Councils of Parma and North Royalton pursuant to Parma Ordinance No. _____ and North Royalton Ordinance No. _____.

The Cities of North Royalton and Parma do hereby acknowledge and agree to forty-one parcels along W. Sprague Road and located in the City of Parma to be tied into the North Royalton sanitary sewer to the North Royalton system as described herein.

The Cities of North Royalton and Parma do hereby acknowledge and agree to four parcels along the northerly portion of W. Sprague Road located in the City of Parma to be tied into the North Royalton sanitary sewer to the North Royalton system as described herein.

The City of Parma does hereby agree that the mentioned forty-four (44) parcels along Sprague Road in the City of Parma will be inspected and tested for "inflow/infiltration" of storm water into the sanitary line. The City of Parma will require the property owner to correct any inflow or infiltration problem. The City of Parma will certify that no inflow/infiltration of storm water into the sanitary sewer system is occurring prior to connection to the sanitary sewer system.

The City of North Royalton does hereby agree that the mentioned forty-one (41) parcels along Sprague Road in the City of North Royalton will be inspected and

tested for “inflow/infiltration” of storm water into the sanitary line. The City of North Royalton will require the property owner to correct any inflow or infiltration problem.

NOW, THEREFORE, in consideration of the promises and of the material covenants hereinafter set forth, and for other good and valuable consideration, the Cities of Parma and North Royalton, Ohio, do hereby acknowledge and agree as follows:

SECTION 1. Construction Contracts. The Cuyahoga County Public Works Department shall enter into all contracts for the construction of the improvement and shall be responsible for the supervision and enforcement of such contracts, including engineering and inspection, and, subject to the provisions of this Agreement, for payment of all costs of the improvement of the kinds enumerated in Section 727.08 of the Ohio Revised Code (*complete set of daily inspection reports to be copied to Cities of North Royalton and Parma within a period of two (2) months of the date of the reports*). The Cuyahoga County Public Works Department agrees to permit, and each construction contract shall contain provisions permitting the City of North Royalton and the City of Parma, at its option, to inspect the contractor’s performance and actual costs of construction from time to time during the period of construction of the improvement and within a period of up to six months after completion thereof. Any and all costs which may ensue as a result of such inspection shall be assessed against the City of North Royalton or the City of Parma. The City of Parma and the City of North Royalton shall, by appropriate legislation, grant to the Cuyahoga County Public Works Department, and to its contractors, officers, employees and agents the right to enter upon, occupy, excavate and restore streets and rights-of-way located in the City of North Royalton and the City of Parma as shall be necessary for the construction of the improvement, including supervision and inspection, provided that the Cuyahoga County Public Works Department shall restore or replace, or cause to be restored or replaced, any public improvement damaged in the construction of the improvement and the cost of that restoration or replacement shall be a cost of the improvement.

SECTION 2. Apportionment of Costs. The costs of the improvements that are not part of the Cuyahoga County Sprague Road (C.R. 67) Reconstruction and Widening within the Cities of Parma and North Royalton shall be apportioned into the Parma share and the North Royalton share.

The repair, replacement and/or rehabilitation of the mainline sanitary sewers as presented in Exhibit “A” shall be a shared 50/50 Parma and North Royalton local cost.

The construction of the “long” laterals and wyes associated with the sanitary sewers presented in Exhibit “A” to serve the properties on the north side of Sprague Road shall be a Parma local cost.

North Royalton shall collect a tap-in fee of \$1,500 from each Parma property owner when the property connects to the sanitary sewer, excluding those properties already connected to the existing system.

Parma property owners connected to the North Royalton system shall be bound by the Rules and Regulations and fee structure of the North Royalton WWTP and collection system.

The construction cost of the Project shall expressly include the cost of constructing the sanitary laterals/tap-ins from the sanitary sewer to the properties on both sides of the Project, the number of location of said taps to be included in the plans, estimates, specifications and profiles.

Each municipality retains the right to levy and collect charges for any connection to or use of the Project or the sanitary lateral connections thereto located within its corporate limits.

The respective costs and shares shall be initially determined based upon the preliminary cost estimate referred to in **EXHIBIT B**, and shall be increased or decreased in the same proportion that the total amount of any revised or final estimate of cost of the respective portion, or component thereof, of the improvement increases or decreases from the amount included in the preliminary cost estimate. The contract or contracts for the construction of the improvement shall require each contractor to allocate, in each request for payment under the contract, the portion of the construction and other costs of the improvement for which payment is then sought, between the Parma share and the North Royalton share, based upon the actual amounts of labor and materials and related costs, including any charges resulting from change orders, required for the construction of those respective portions, and components of the improvement.

SECTION 3. Special Assessments. The City of Parma and/or the City of North Royalton may assess against those lots and lands that will be specifically benefited by the improvement, and which lots or lands are located within each respective corporate boundary, that portion of the share, either the Parma share or the North Royalton share, as provided herein and that is not to be paid for from state or federal grant money or from other funds of either city that are or will be available and appropriated for that purpose. Any proceedings undertaken by either the City of Parma and/or the City of North Royalton in connection with the assessment of costs of the improvement shall be commenced promptly and thereafter be diligently pursued so as to enable each of the parties undertaking those proceedings to have and make available as soon as possible its respective share of the costs as provided herein.

SECTION 4. Conveyance of Title; Assignment of Warranties. Upon completion of construction of the improvement and payment of the costs thereof, the City of Parma will convey to the City of North Royalton by way of a quit claim deed, and bill of sale if requested, all of the City of Parma's ownership in the City of North

Royalton's' portion of the improvement and will assign to the City of North Royalton all contractors' and material suppliers' warranties with respect to the aforementioned areas. Notwithstanding any such conveyance, the City of Parma shall have the right to use the City of North Royalton's' portion of the improvement to serve properties in the City of Parma that are connected directly to the City of Parma portion of the improvement and the Sprague Road portion of the improvement. The City of North Royalton shall have the right to use the City of Parma's portion of the improvement to serve properties in the City of North Royalton that are connected directly to the North Royalton portion of the improvement and the Sprague Road portion of the improvement. Such use shall be provided under the terms of a management and use agreement between the Cities of Parma and North Royalton to be entered into prior the completion of the improvement or, in the absence of such an agreement, on the same terms upon which existing facilities are now used jointly by the Cities of Parma and North Royalton. Unless otherwise agreed to in writing, the City of Parma shall be responsible for the maintenance and operation of the City of Parma portion of the improvement and the part of the Sprague Road portion of the improvement to which it retains title, and the City of North Royalton shall be responsible for the maintenance and operation of the City of North Royalton portion of the improvement and the part of the Sprague Road portion of the improvement conveyed to the City of North Royalton.

SECTION 5. Notices. Any and all notices required or permitted hereunder shall be deemed sufficiently given if made in writing and either delivered in person or deposited, postage prepaid, in the United States certified or registered mail, addressed, if to the City of Parma, at Parma City Hall, 6611 Ridge Road, Parma Ohio 44129, Attention Mayor, if to the City of North Royalton, at 14600 State Road, North Royalton, Ohio 44133, Attention Mayor or to such other address as any party hereto may specify as provided in this section.

SECTION 6. Effect of Partial Invalidity. A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part hereof, except to the extent that such other part is wholly dependent for its operation upon the part declared invalid.

SECTION 7. Entire Agreement; Amendments. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and it may not be effectively amended, changed, modified, altered or terminated except by written mutual agreement of the parties hereto.

SECTION 8. Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and shall in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

SECTION 9. No personal Liability. No obligation hereunder shall constitute the personal obligation, whether jointly or severally, of any of the members of the Council or of any other officer or officers of the City of Parma, the City of Broadview Heights and/or the City of North Royalton.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Council of the City of Parma, and the Council of the City of North Royalton have each caused this Agreement to be executed by their respective duly authorized officers, this _____ day of _____, 2019.

Mayor
City of Parma, Ohio

Date

Mayor
City of North Royalton, Ohio

Date

Approved as to form only:

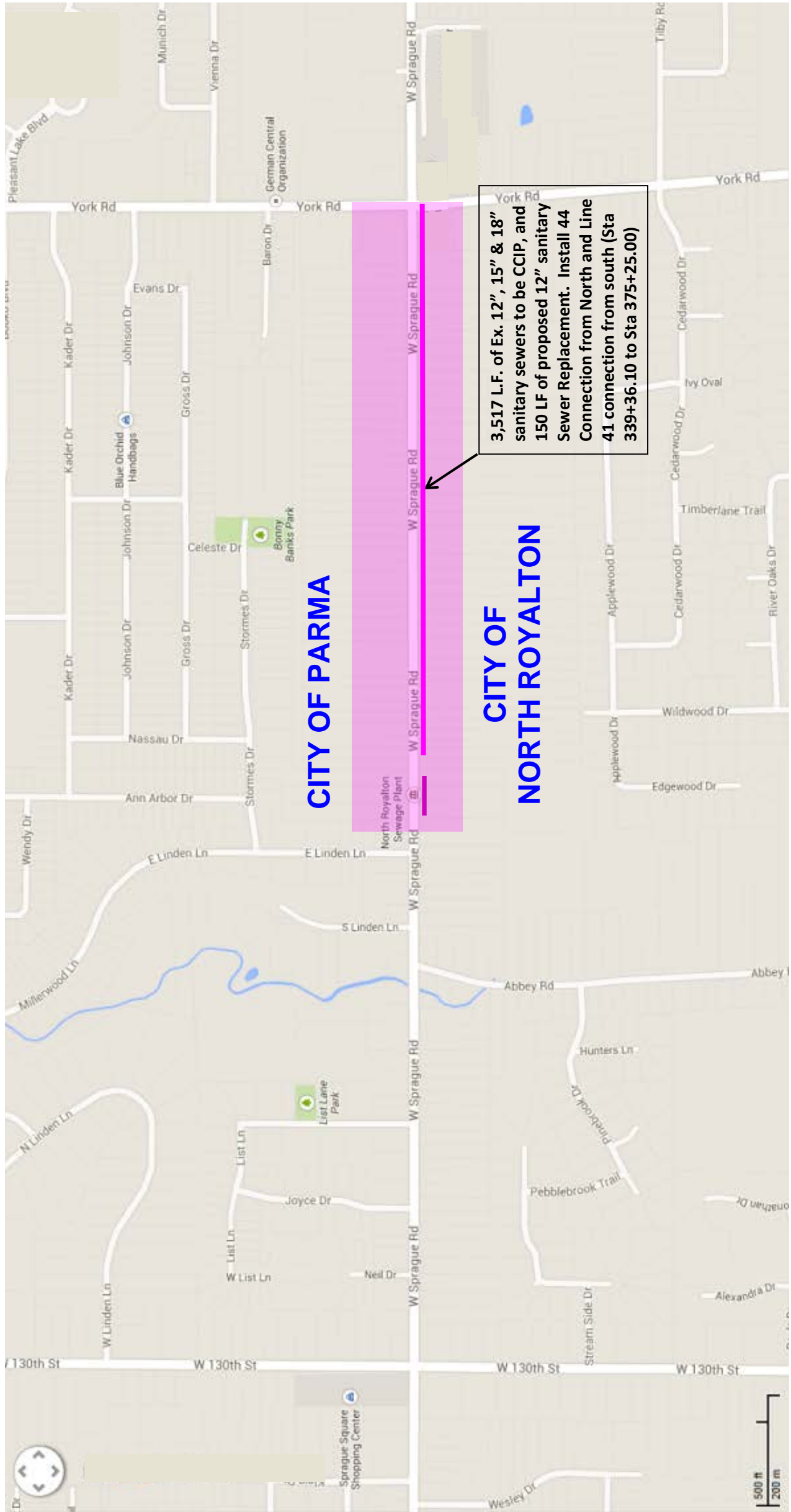
Law Director
City of Parma, Ohio

Date

Law Director
City of North Royalton, Ohio

Date

EXHIBIT "A" (Cooperative Agreement)



8/15/19

EXHIBIT "B" (Cooperative Agreement)

Sprague Road Widening Phase 2

Shared Cost of Sanitary Sewers

Current Estimate for all Sanitary Sewer related work = \$1,200,000.00

There are 3,517 LF of sewer tributary to the North Royalton WWTP that will now be used by both Parma and North Royalton.

3,517 LF of 12", 15" and 18" sewer needs to be rehabilitated.

296 LF of 12", 15", 18" & 24" sewer needs to be replaced

Shared Estimated Cost of this rehab and replacement work is \$500,000

Issue 1 funds cover 50% of this cost \$250,000

Remainder would be 50/50 split between North Royalton and Parma **\$ 125,000 each**

There is \$395,085 (\$364,195 in North Royalton & \$30,890 in Parma) of lateral lining (331+31.74 to 375+25.00) that is recommended but not included in the \$1,200,000 overall sanitary sewer cost estimate. This would be eligible for Issue 1 funding at 50%.

There is \$51,052 of 15-inch Sanitary Sewer lining (331+31.74 to 339+36.10) in North Royalton that is recommended but not included in the \$1,200,000 overall sanitary sewer cost estimate. This would be eligible for Issue 1 funding at 50%.

There is \$21,992 (50/50 split between North Royalton & Parma) of 15-inch Sanitary Sewer lining (339+36.10 to 342+79.79) that is recommended but not included in the \$1,200,000 overall sanitary sewer cost estimate. This would be eligible for Issue 1 funding at 50%.

The remaining \$700,000 in estimated sanitary sewer work is City of Parma related sewer improvements west of the entrance to the North Royalton WWTP site. These sewers would serve only Parma residents. These costs are Issue 1 eligible at 50%.

Shared Cost of Water Main Replacement

The total estimated cost to replace the water main for the length of the project is \$1,440,000.

From a condition standpoint this would be low on CWD's scoring list for water mains to replace.

25% of the water line needs to be replaced because of grade changes to the roadway and/or other roadway work. The remaining 75% can be replaced using Issue 1 funds to cover an estimated 40% of the cost.

75% of the total cost is \$1,080,000.00

Issue 1 can cover **up to** 50% of cost \$540,000.00

Cost to Cities \$270,000 each

25% of the total cost is \$360,000.00

Issue 1 can cover **up to** 50% of cost \$180,000.00

County can cover 50% remaining cost \$90,000.00

Cost to Cities \$45,000.00 each

Total Estimated Cost to Cities \$315,000.00 each