

RESOLUTION NO. 2025-30  
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION  
AUTHORIZING MAYFIELD VILLAGE TO PARTICIPATE WITH  
CUYAHOGA COUNTY AND OTHER LOCAL MUNICIPALITIES IN THE  
MASTER COOPERATION AGREEMENT FOR PAVEMENT PREVENTATIVE  
MAINTENANCE SERVICES**

WHEREAS, in August of 2020, Mayfield Village entered into a Cooperation Agreement with Cuyahoga County whereupon the County contributed sixty percent (60%) of the cost of the preparation of construction plans and specifications and fifty percent (50%) of the non-Federal share of the cost of construction and construction supervision for the Wilson Mills Resurfacing Project (Ord 2020-21); and

WHEREAS, the Wilson Mills Resurfacing Project was completed in 2023; and

WHEREAS, Cuyahoga County entered into similar cooperation agreements with other municipalities located in the County for planning and construction of roadway improvements within those communities; and

WHEREAS, Cuyahoga County recognizes the need to protect its financial investment in these roadways projects and desires to provide pavement preventative maintenance services to all these municipalities, including Mayfield Village, as set forth in the Master Cooperation Agreement for Pavement Preventative Maintenance Services; and

WHEREAS, Mayfield Village desires to consent to the provision of these services by the County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, OHIO, THAT:

SECTION 1. The Council of Mayfield Village finds and determines that it is in the best interest on the Village to enter into the Master Cooperation Agreement for Pavement Preventative Maintenance Services with Cuyahoga County and authorizes the Mayor and President of Council to execute the Master Cooperation Agreement for Pavement Preventative Maintenance Services, a copy of which is attached hereto and incorporated herein as Exhibit "A".

SECTION 2. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place

in meetings open to the public, in compliance with all statutory requirements including requirements of Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of health, safety and welfare of the residents of Mayfield Village, Ohio, for the reason that it provides for protection of the recent roadway improvements on Wilson Mills Road during the summer months, when such maintenance efforts are most effective. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approved by the Mayor or otherwise at the earliest time allowed by law.



STEPHEN SCHUTT  
Council President

First Reading: June 16, 2025  
Second Reading: Suspended, 2025  
Third Reading: Suspended, 2025  
PASSED: June 16, 2025



BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:



DIANE A. CALTA, ESQ.,  
Director of Law

ATTEST:



MARY E. BETSA,  
Clerk of Council

**MASTER COOPERATION AGREEMENT  
FOR  
PAVEMENT PREVENTATIVE MAINTENANCE SERVICES**

This Master Agreement (the "Agreement") made and entered into this \_\_\_\_\_ (the Effective Date") and between 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 date hereof, on behalf of the Department of Public Works (the "County") and the following State of Ohio municipalities (hereinafter referenced individually as "Municipality and collectively as "Municipalities") identified as follows:

1. City of Bedford
2. City of Bedford Heights
3. City of Brook Park
4. City of Brooklyn
5. City of Cleveland
6. City of Cleveland Heights
7. Village of Cuyahoga Heights
8. City of East Cleveland
9. City of Highland Heights
10. City of Maple Heights
11. Village of Mayfield
12. City of Middleburg Heights
13. City of North Royalton
14. Village of Oakwood
15. City of Parma
16. City of Shaker Heights
17. City of South Euclid
18. City of Strongsville

**RECITALS:**

A. The Municipalities and the County have entered into agreements for the construction of certain roadway improvements where the Municipalities agreed to cooperate with the County and the County agreed to participate in the design and construction of such improvements (the "Cooperation Agreements"), further described as follows:

<b>Municipality</b>	<b>Roadway Improvement</b>	<b>Limits</b>
1. Cleveland Heights	Coventry Road	Fairhill Road to Euclid Heights Boulevard
2. Maple Heights	Dunham Road	Southern Corporation Line to Libby Road
3. Bedford	Forbes Road	Fair Oaks Road to Richmond Road
4. Bedford Heights	Forbes Road	Fair Oaks Road to Richmond Road
5. Oakwood Village	Forbes Road	Fair Oaks Road to Richmond Road
6. Cleveland	Grant Avenue	East 49 <sup>th</sup> Street to East 71 <sup>st</sup> Street

7. Cuyahoga Heights	Grant Avenue	East 49th Street to East 71st Street
8. Cleveland	Green Road	Euclid Avenue to Southern Corporation Line
9. Cleveland	Ivanhoe Road	Euclid Avenue to East 152nd Street
10. East Cleveland	Ivanhoe Road	Euclid Avenue to East 152nd Street
11. Brooklyn	Ridge Road	Pearl Road to Flowerdale Avenue
12. Cleveland	Ridge Road	Pearl Road to Flowerdale Avenue
13. Parma	Ridge Road	Pearl Road to Flowerdale Avenue
14. Brook Park	Sheldon Road	Engle Road to Smith Road
15. Middleburg Heights	Sheldon Road	Engle Road to Smith Road
16. South Euclid	South Green Road	Mayfield Road to Cedar Road
17. Middleburg Heights	Sprague Road Part 1	Webster Road to West 130th Street
18. North Royalton	Sprague Road Part 1	Webster Road to West 130th Street
19. Parma	Sprague Road Part 1	Webster Road to West 130th Street
20. Strongsville	Sprague Road Part 1	Webster Road to West 130th Street
21. Shaker Heights	Warrensville Center Road	Roadway segments north & south of Bridges 05.92 E&W
22. Parma	West Ridgewood Drive	Ridge Road to State Road
23. Highland Heights	Wilson Mills Road	Lander Road to Alpha Drive
24. Mayfield Village	Wilson Mills Road	Lander Road to Alpha Drive

B. The County recognizes the need to protect its financial investment and desires to provide to Municipalities pavement preventative maintenance services for the roadway improvements referenced in Section A; and

C. The Municipalities have recognized that such pavement preventative maintenance services are in the public interest and desire to supplement the original Cooperation Agreements to cooperate with the County in the provision of such services.

In consideration of the mutual agreements, promises, representations and warranties made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated herein as if fully rewritten herein.
2. The County will provide to Municipalities free of charge pavement crack sealing and striping or asphalt surface preservation for each roadway improvement described in Section A of the Recitals. Pavement crack sealing and striping or asphalt surface preservation are limited to the 2025 construction season and will be provided only one time.
3. Municipalities consent to the provision of pavement crack sealing and striping or asphalt surface preservation and such consent is hereby given to the County for each roadway improvements described in Section A of the Recitals.
4. The County will finance the pavement crack sealing, striping and asphalt surface preservation by an allocation from the County Motor Vehicle License Tax Fund.

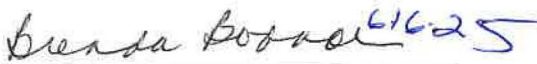
5. Upon completion of crack sealing, striping and asphalt surface preservation work performed by the County, the Municipalities will continue to maintain all the roadways listed in Section A of the Recitals in accordance with the statutes relating thereto and agree to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.). The County will not be responsible for further maintenance of the roadway improvements.

6. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, and all of which shall together constitute one and the same document, and shall be binding on the signatories; and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. This Agreement may be executed and delivered by facsimile or electronically in Microsoft Word or PDF format.

7. By entering into this Agreement, each Municipality agrees on 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. Municipality also agree 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 transactions, and to comply with the electronic signature policy of the COUNTY.


[signatures on the following pages]

MAYFIELD VILLAGE:

  
Brenda T. Bodnar      DATE  
Mayor

  
Stephen Schutt      DATE  
President of Council

APPROVED AS TO LEGAL FORM:

  
Diane A. Calta  
Director of Law  
Mayfield Village, Ohio

**FISCAL OFFICER'S CERTIFICATE**

As the fiscal officer of the Mayfield Village, Ohio, I certify that as of the date of execution of the within Agreement with Mayfield Village, Ohio, the amount required to satisfy payment under the Agreement has been fully appropriated, or authorized or directed for such purpose and is in the Treasury, or is in the process of collection and is free from any obligation or certification now outstanding.

  
Angie S. Rich, Director of Finance  
Mayfield Village, Ohio