

**ORDINANCE NO. 75-26**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A  
COOPERATIVE AGREEMENT WITH THE CITY OF NORTH  
RIDGEVILLE FOR THE ASPHALT RESURFACING OF MILLS ROAD FROM  
STONEY RIDGE ROAD TO THE WESTLAKE MUNICIPAL BOUNDARY  
AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of North Ridgeville and the City of Avon are desirous of improving their respective communities as well as bringing benefit to the traveling public by improving the driving surface of Mills Road by performing an asphalt pavement resurfacing project along the boundary of the two municipalities from Stoney Ridge Road to the Westlake municipal boundary ("the Resurfacing Project"); and

**WHEREAS**, the two municipalities have agreed to divide any costs incurred in all aspects of the development, construction and completion of the Resurfacing Project including the cost of preliminary engineering plans and the preparation of bid specifications; and

**WHEREAS**, the City of Avon and the City of North Ridgeville have determined that the City of Avon shall act as the Lead Agent for the project relative to the preparations for and construction of a Mills Road Asphalt Resurfacing Project as detailed in the attached Cooperation Agreement, noted as Exhibit A, which upon its passage, will further the health, safety and welfare of both communities by upgrading its transportation facilities.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVON, LORAIN COUNTY, OHIO:**

Section 1 - That the Mayor is hereby authorized and directed to execute a Cooperative Agreement (in substantially the form as set forth in Exhibit A) with the City of North Ridgeville for preparation of engineering plans and specifications, public bidding, construction and construction administration related to the performance of the Mills Road Asphalt Resurfacing Project (Exhibit B) along the entirety of Mills Road across both communities (Exhibit C). All exhibits identified in this section are attached hereto and incorporated herein by this reference.

Section 2- That it is found and determined that all formal actions of the Council of the City of Avon concerning and relating to the adoption of this Resolution were taken in an open meeting of the Council of the City of Avon and that all deliberations of this City's Council and any of its committees that resulted in those 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 3 - That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of the City of Avon, the immediate emergency being the necessity to enter into a cooperative agreement with the City of North Ridgeville for preparation of engineering plans and specifications and other matters related to the improvement Mills Road before the close of the 2026 construction season; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Ordinance No. 75-26 (Con't)

PASSED: August 10, 2026 DATE SIGNED: August 10, 2026

By: Brian Fischer  
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR: August 11, 2026

[Signature]  
Bryan K. Jensen, Mayor

APPROVED AS TO FORM:

John A. Gasior  
John A. Gasior, Law Director

ATTEST:

Barbara Brooks  
Barbara Brooks, Clerk of Council

Posted: August 13, 2026  
Electronically and at City Hall as  
Provided by Council

Prepared By:  
John A. Gasior, Esq.  
Law Director

I, Barbara J. Brooks, Clerk of the Council of the City of Avon, Ohio, hereby certify this document to be a true and exact copy of Ordinance No. 75-26, passed by the Council of said City on August 10, 2026.

IN WITNESS WHEREOF, I have on this 11<sup>th</sup> day of August 2026, affixed my signature and official seal.

Barbara J. Brooks  
Barbara J. Brooks, Clerk of the Council  
of the City of Avon, Ohio

**COOPERATIVE AGREEMENT BETWEEN  
THE CITY OF NORTH RIDGEVILLE AND THE CITY OF AVON, OHIO  
FOR THE ASPHALT RESURFACING OF MILLS ROAD FROM STONEY RIDGE  
ROAD TO THE WESTLAKE MUNICIPAL BOUNDARY.**

This Agreement entered into this 10<sup>th</sup> day of August, 2026, by and between the **CITY OF NORTH RIDGEVILLE**, an Ohio municipal corporation located at 7307 Avon Belden Road, North Ridgeville, Ohio 44039, (hereinafter "North Ridgeville") and the **CITY OF AVON**, located at 36600 Detroit Road, Avon, Ohio 44011 (hereinafter "Avon").

WITNESSETH:

**WHEREAS**, the administrative officers and the elected City Council representatives of the municipalities which are parties to this Cooperative Agreement are desirous of improving their respective communities as well as bringing benefit to the traveling public in general by improving the driving surface of Mills Road by the performance of an asphalt pavement resurfacing project along the boundary of the two municipalities from Stoney Ridge Road to the Westlake municipal boundary ("the Resurfacing Project"); and

**WHEREAS**, the elected Council of the City of North Ridgeville, by Ordinance no. 2026-70 passed on July 20, 2026 has authorized execution of this Cooperative Agreement by the undersigned Mayor, and thus pledged the City's participation in this joint road improvement project; and

**WHEREAS**, the elected Council of the City of Avon, by Ordinance no. 75-26 passed on August 10, 2026 has authorized execution of this Cooperative Agreement by the undersigned Mayor, and thus pledged the City's participation in this joint road improvement project; and

**WHEREAS**, the City of North Ridgeville is the benefactor of an Ohio Public Works Commission Issue 1 grant, the proceeds of which will be applied by the City of North Ridgeville towards its portion of costs associated with the Resurfacing Project, and:

**WHEREAS**, the participating municipalities wish to divide any costs incurred in all aspects of the development, construction and completion of the Resurfacing Project, based on the in-place and field measured quantities of construction items installed in each respective community with the costs of engineering plans, bid specifications, public advertising, construction observation, construction administration, engineering services and other non-construction contract appurtenant project costs divided between the two communities based on the ratio of construction costs incurred in each community; and

**WHEREAS**, the City of Avon shall act as the Lead Agency for the Resurfacing Project, and shall be charged with the responsibility of obtaining engineering review, cost estimates, plans and specifications. Further, as the Lead Agency, Avon shall conduct the public bidding and contract awarding process as dictated by Ohio law; and

**WHEREAS**, therefore, North Ridgeville and Avon wish to enter into this Cooperative Agreement pursuant to the provisions of Ohio Revised Code Sections 727.41 and 5557.09, and the applicable local ordinances of the respective participating municipalities in order to provide for the designation of the lead responsibility with respect to the project, for the sharing of all project costs including but not limited to the design engineering, construction of improvements, construction supervision, contract administration, and related items, and any right-of-way acquisition and/or utilities relocation as necessitated by the project.

**NOW, THEREFORE**, in consideration of the promises, terms, conditions and considerations herein, North Ridgeville and Avon agree as follows:

1. Avon shall be designated Lead Agency for the design and construction of the Resurfacing Project, and for application to the State of Ohio and/or any other source for grant funds to satisfy the cost of the project.

2. The participating municipalities will divide any costs incurred in all aspects of the development, construction, administration and completion of the Resurfacing Project, based upon the in-place and field measured quantities of construction items installed in each respective

community with the costs of engineering plans, bid specifications, public advertising, construction observation, construction administration, engineering services and other non-construction contract appurtenant project costs divided between the two communities based on the ratio of construction costs incurred in each community. All costs incurred in the design, planning and construction of the Resurfacing Project shall be satisfied as described herein by North Ridgeville and Avon. As Lead Agency for the Resurfacing Project, Avon shall provide itemized invoices for all costs incurred to North Ridgeville who shall then reimburse Avon by delivering payment to the Office of the Finance Director of the City of Avon within sixty (60) days of the date of invoice.

3. With regard to the design engineering, bid specifications, construction inspection and any other professional services required for the project, Avon shall retain the necessary engineering via the attached document (labeled **Exhibit "A"**) titled Contract For The Provision of Municipal Engineering Consulting Services To The City Of Avon Ohio, between Chagrin Valley Engineering, Ltd. (CVE) and the City of Avon, an exhibit to Avon Ordinance No. 115-25 passed on December 9, 2025 and the attached document (labeled **Exhibit "B"**) prepared by CVE titled the Mills Road Resurfacing Project Scope of Services dated June XX, 2016. The engineering costs incurred as identified in these documents shall be satisfied by North Ridgeville and Avon pursuant to paragraph 2 of this Cooperative Agreement appearing above. Should, at a future date, the City of North Ridgeville and the City of Avon desire to shift the provision of professional services, it shall be acceptable if agreed to in writing by CVE and the Mayors of both communities.

4. Following completion of construction, all costs incurred in the maintenance of the Resurfacing Project improvements, shall be performed in accordance with the December 19, 1979 letter signed by the mayors and presidents of council of both the City of Avon and the City of North Ridgeville attached here to (labeled **Exhibit "C"**).

5. This Agreement may be amended or modified only by a duly authorized written agreement between the parties that may provide for such additional terms and conditions as may be later agreed upon for the joint construction of the referenced project.

6. The City of Avon agrees to prepare project plans and specifications and administer the construction of the Resurfacing Project in accordance with the requirements of the Ohio Public Works Commission Issue 1 grant program. It is the sole responsibility of the City of North Ridgeville to utilize the project cost information provided by the City of Avon to seek reimbursement, as allowed by the Issue 1 grant program, of project costs incurred by the City of North Ridgeville as defined by this agreement.

7. This constitutes the entire agreement of the parties with regard to the subject matter detailed within, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements of the parties. No modification or amendment of this agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto. This agreement shall be subject to and governed by the laws of the State of Ohio.

8. The waiver of any party hereto of a breach or violation of any provision of this agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or any other provision. No waiver shall be binding unless it is in writing, and no course of dealing, delay or omission in the exercise of any rights shall operate as a waiver.

9. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

10. The undersigned representatives of each of the municipal entities hereby represent and warrant that he/she is the duly authorized executive officer or agent of such party, that each party has approved this agreement by appropriate legal and/or legislative action, and that this agreement constitutes a valid and binding contract and agreement properly undertaken and binding upon each of the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

Signed in the presence of:

Gusny Simon  
\_\_\_\_\_

**CITY OF NORTH RIDGEVILLE**

By: [Signature]  
Kevin Corcoran, Mayor

Barbara Brooks  
\_\_\_\_\_

**CITY OF AVON**

By: [Signature]  
Bryan K. Jensen, Mayor

**CERTIFICATE OF LAW DIRECTOR OF NORTH RIDGEVILLE**

I hereby certify that I have reviewed and approved the form of the foregoing Agreement  
this 12 day of August, 2026.

[Signature]  
Brian Moriarty, Law Director  
City of North Ridgeville

**CERTIFICATE OF LAW DIRECTOR OF AVON**

I hereby certify that I have reviewed and approved the form of the foregoing Agreement  
this 11<sup>th</sup> day of August, 2026.

[Signature]  
John Gasior, Law Director  
City of Avon

**CERTIFICATION OF FUNDS**

I, April Wilkerson, Finance Director of the City of North Ridgeville, Ohio hereby certify that  
the money to meet this Agreement has been lawfully appropriated for the purpose of the  
Agreement and is in the treasury of the City, or is in the process of collection to the credit of the  
appropriate fund free from prior encumbrance.

8/11/2026  
\_\_\_\_\_

[Signature]  
\_\_\_\_\_

Date

Finance Director

### CERTIFICATION OF FUNDS

I, Steve Presley, Director of Finance of the City of Avon, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

8.11.26  
Date

  
\_\_\_\_\_  
Director of Finance



# EXHIBIT – B

(To Ordinance No. 75-26)

## PROJECT SCOPE

### MILLS ROAD RESURFACING PROJECT

The proposed project will consist of the pavement improvements along Mills Road from the easterly leg of the existing Stoney Ridge Road Peanut Roundabout to the existing pavement joint at the Westlake Corporation Line. The centerline of this roadway is the Corporation Line between the City of Avon and the City of North Ridgeville.

The Lead Agent for the project will be the City of Avon. The Avon City Engineer in conjunction with Chagrin Valley Engineering, Ltd. (Engineer) will prepare the project plans and specifications. The costs for all aspects of the project will be divided based upon the centerline length of Mills Road, that is included in the project, that is within the maintenance responsibility area of each community. The division point of maintenance responsibility for this project is defined as the point along the Mills Road centerline that is equally distant to the centerline intersections of Jaycox Road North & Mills Road and Jaycox Road South & Mills Road. West of said point costs will be attributed to the City of North Ridgeville and east of said point costs will be attributed to the City of Avon.

The existing asphalt pavement surface course within the project area will be planed at a depth of 3-inches. Upon completion of the pavement planing the asphalt surface will be evaluated by the Engineer and areas of full depth and partial depth pavement repairs designated. The proposed asphalt overlay typical section will include asphalt intermediate and surface courses totaling up to a 3-inch depth. Each community will decide if chip seal layer is installed over the milled surface and whether a Reclamite pavement rejuvenator surface sealer is applied over the final surface asphalt as part of the project.

The project will also include adjustment of structures, maintenance of traffic, pavement markings, ADA curb ramps, and other appurtenances as deemed necessary by the Engineer. No pavement widening or drainage improvements will be included in the project.

# EXHIBIT "C"

to Ord. No. 75-26

*Mills ROAD Agreement*  
copy



## CITY OF AVON

36774 DETROIT ROAD / AVON, OHIO 44011 / 934-6192

*Rec'd 11/7/80*  
*R. J. Noll*

December 19, 1979

Mayor Richard Noll  
7307 Avon-Belden Road  
North Ridgeville, Ohio 44039

Re: Mills Road

Dear Mayor Noll:

The maintenance of Mills Road has been a subject of much discussion between the cities of Avon and North Ridgeville over the years. It is the intent of this letter to define the responsibilities between the cities and if it is agreeable with you to then submit this letter of understanding to the councils of both cities for guidance in adoption of legislation agreeing to the

maintenance of the pavement subgrade, base, surface, curbs, roadside ditches and culverts between the roadside ditches, or where ditches are non-existent between the outer edges of the berm, and plowing of snow shall be divided as follows: between the City of Westlake line and the center line of Jaycox Road shall be the responsibility of the City of Avon, between the centerline of Jaycox Road and Stoney Ridge Road shall be the responsibility of the City of North Ridgeville.

Each city shall maintain traffic signs and pavement markings within its own corporate limits.

*Richard J. Noll*  
Mayor, City of North Ridgeville

*Donald L. Hubbard*  
Mayor, City of Avon

*Robert V. Cornish*  
President of Council,  
City of North Ridgeville

*Thomas D. Wearsch*  
President of Council  
City of Avon

|                |                       |                          |                      |
|----------------|-----------------------|--------------------------|----------------------|
| DATE:          | <u>July 6, 2026</u>   | 1 <sup>ST</sup> READING: | <u>July 6, 2026</u>  |
| INTRODUCED BY: | <u>Mayor Corcoran</u> | 2 <sup>ND</sup> READING: | <u>July 20, 2026</u> |
| REFERRED BY:   | <u></u>               | 3 <sup>RD</sup> READING: | <u>Dispensed</u>     |
|                |                       | ADOPTED:                 | <u>July 20, 2026</u> |
|                |                       | EMERGENCY:               | <u>July 20, 2026</u> |
|                |                       | EFFECTIVE:               | <u>July 20, 2026</u> |

## ORDINANCE NO. 2026-70

### AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE AGREEMENT WITH THE CITY OF AVON FOR THE ASPHALT RESURFACING OF MILLS ROAD FROM STONEY RIDGE ROAD TO THE WESTLAKE MUNICIPAL BOUNDARY AND DECLARING AN EMERGENCY.

**WHEREAS**, the City of North Ridgeville and the City of Avon are desirous of improving their respective communities as well as bringing benefit to the traveling public by improving the driving surface of Mills Road by performing an asphalt pavement resurfacing project along the boundary of the two municipalities from Stoney Ridge Road to the Westlake municipal boundary (“the Resurfacing Project”); and

**WHEREAS**, the two municipalities have agreed to divide any costs incurred in all aspects of the development, construction and completion of the Resurfacing Project including the cost of preliminary engineering plans and the preparation of bid specifications; and

**WHEREAS**, the City of Avon and the City of North Ridgeville have determined that the City of Avon shall act as the Lead Agent for the project relative to the preparations for and construction of a Mills Road Asphalt Resurfacing Project as detailed in the attached Cooperation Agreement, noted as Exhibit A, which upon its passage will further the health, safety and welfare of both communities by upgrading its transportation facilities.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO:**

**SECTION 1.** That the Mayor is hereby authorized and directed to execute a Cooperative Agreement (attached hereto in its final or substantially similar form incorporated herein as Exhibit A) with the City of Avon for preparation of engineering plans and specifications, public bidding, construction and construction administration related to the performance of the Mills Road Asphalt Resurfacing Project along the entirety of Mills Road across both communities.

**SECTION 2.** The cost for said project shall be paid from the appropriate fund.

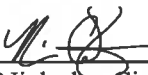
**SECTION 3.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in accordance 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, the emergency being in order to move quickly with the City of Avon to potentially get the project out to bid and awarded within this construction season. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: July 20, 2026

  
\_\_\_\_\_  
Holly A. Swenk  
PRESIDENT OF COUNCIL

ATTEST:

  
\_\_\_\_\_  
Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: Jul 22, 2026

  
\_\_\_\_\_  
Kevin Corcoran  
MAYOR