

**COUNCIL OF THE
VILLAGE OF HIGHLAND HILLS**

ORDINANCE NO. 2026-34

For the September 16, 2026
Council Meeting

Introduced by: Mayor Michael L. Booker
Supported by:

AN ORDINANCE AUTHORIZING THE MAYOR AND PRESIDENT OF COUNCIL TO ENTER AND EXECUTE A CONTRACT WITH THE CITY OF BEACHWOOD TO SHARE THE COST OF DESIGN ENGINEERING AND CONSTRUCTION FOR THE HARVARD ROAD AT ROBERT BISHOP/EATON CONCRETE REPAIR PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, Harvard Road is partially in both the City and the Village from Green Road to Richmond Road, and at the intersection of Robert Bishop Drive and Eaton Drive, there is a need for concrete repairs to the Harvard Road surface;

WHEREAS, the Village has authorized Susan Hamilton of Hovanscek and Associates (the "Engineer") to complete the design plans for the Harvard Road at Robert Bishop/Eaton Concrete Repair Project (the "Project"), which is located partially in the City and partially in the Village;

WHEREAS, the Engineer has calculated the square yards of pavement to be improved and has determined that 21.78% of the pavement for the Project is located in the Village, and the remaining percentage of the pavement is located in the City;

WHEREAS, the City and the Village have agreed to share the responsibility for design engineering costs, with the Engineer agreeing to take the lead in such design, and both Parties agree to split the design engineering costs and construction costs by apportioning the costs according to the percentage of the pavement located in each municipality.

WHEREAS, It is necessary to authorize the Mayor and President of Council to enter and execute an Agreement with the City of Beachwood for this project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF HIGHLAND HILLS, OHIO:

Section 1: The Mayor and President of Council are hereby authorized to enter and execute an Agreement in writing with the City of Beachwood to share in the cost of the design engineering and construction for the Harvard Road at Robert Bishop/Eaton Concrete Repair Project in each respective community. The terms and conditions of the Agreement to share in the cost of design engineering and construction costs shall be in substantially the same form as attached hereto and incorporated herein fully by reference as Exhibit A.

Section 2: The Law Director shall review and approve the agreement.

Section 3: Council finds and determines that all formal actions of the Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberation of the Council, and of any of its committees resulting in such formal action, took place in meetings open to the public in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 4: This Ordinance is declared to be an emergency measure necessary to provide for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village of Highland Hills, and to address the need for resurfacing of Harvard Road, and it shall therefore, take effect immediately upon passage.

Passed in Council this 16th day of September, 2026.

First Reading ✓ Second Reading _____ Third Reading _____
Vote: Pride ✓ yea ___ nay Greene ✓ yea ___ nay Mills ✓ yea ___ nay
McManus ✓ yea ___ nay Wright ✓ yea ___ nay

Cassandra Pride 9/16/26
Cassandra Pride Date
President of Council

Attest: Margaret Sikon 9/16/26
Margaret Sikon, Clerk of Council Date

Filed with the Mayor: ✓ 9/22/26
Date

Approved By: [Signature] 9/22/26
Michael L. Booker, Mayor Date

EXHIBIT A

EXHIBIT A

VILLAGE OF HIGHLAND HILLS HARVARD ROAD AT ROBERT BISHOP/EATON CONCRETE REPAIRS BID OPENING JUNE 18, 2026

BIDDERS			Perk Company, Inc. 4900 Croyton Avenue Cleveland, Ohio 44194 216-391-1444 estimating@perkcompany.com				HIGHLAND HILLS PORTION		BEACHWOOD PORTION		
#	HARVARD ROAD AT CAMP FORBES/EATON CONCRETE REPAIRS	QNTY.	UNIT	LABOR COST	MATERIAL COST	UNIT PRICE	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
1	EROSION CONTROL, AS PER PLAN	1	LUMP	\$400.00	\$600.00	\$1,000.00	\$1,000.00	0.89	\$890.00	0.11	\$110.00
2	PAVEMENT REMOVED, AS PER PLAN	906	SY	\$25.50	\$0.10	\$26.00	\$23,556.00	806.00	\$20,956.00	100.00	\$2,600.00
3	AGGREGATE BASE, LIMESTONE, AS PER PLAN	151	CY	\$2.00	\$8.00	\$10.00	\$1,510.00	134.00	\$1,340.00	17.00	\$170.00
4	REINFORCED CONCRETE PAVEMENT, AS PER PLAN	906	SY	\$94.00	\$55.00	\$149.00	\$134,994.00	806.00	\$120,094.00	100.00	\$14,900.00
5	CONCRETE CURB TYPE 2A	428	LF	\$37.00	\$3.00	\$40.00	\$17,120.00	63.00	\$2,520.00	365.00	\$14,600.00
6	PAVEMENT MARKING, AS PER PLAN	1	LUMP	\$1,920.00	\$2,280.00	\$3,800.00	\$3,800.00	1.00	\$3,800.00	0.00	\$0.00
7	LOOP DETECTOR REPLACEMENT, AS PER PLAN	1	LUMP	\$780.00	\$1,170.00	\$1,950.00	\$1,950.00	1.00	\$1,950.00	0.00	\$0.00
8	MAINTENANCE OF TRAFFIC, AS PER PLAN	1	LUMP	\$9,500.00	\$500.00	\$10,000.00	\$10,000.00	0.89	\$8,993.79	0.11	\$1,106.21
9	MOBILIZATION	1	LUMP	\$8,900.00	\$100.00	\$9,000.00	\$9,000.00	0.89	\$8,004.42	0.11	\$995.58
10	SITE RESTORATION, AS PER PLAN	1	LUMP	\$6,500.00	\$2,500.00	\$9,000.00	\$9,000.00	0.15	\$1,350.00	0.85	\$7,650.00
11	PRE-CONSTRUCTION VIDEO / PHOTOGRAPHS AS PER PLAN	1	LUMP	\$975.00	\$25.00	\$1,000.00	\$1,000.00	0.89	\$889.38	0.11	\$110.62
12	DISCRETIONARY ALLOWANCE TO BE UTILIZED AS DIRECTED BY THE ENGINEER FOR UNSCHEDULED WORK ITEMS NOT INCLUDED IN THIS PROPOSAL OR SHOWN ON THE PLANS	1	LUMP			\$15,000.00	\$15,000.00	0.89	\$13,340.69	0.11	\$1,659.31
TOTAL CONSTRUCTION COST							\$227,930.00		\$184,028.28		\$43,901.72
CONSTRUCTION OBSERVATION HOURS (SEE SPECIFICATIONS FOR EXPLANATION - MINIMUM HOURS: 280)				280		\$44.00	\$12,320.00	0.89	\$10,957.15	0.11	\$1,362.85
TOTAL							\$240,250.00		\$194,985.44		\$45,264.56

% Split	81.16%	19.84%
Survey	\$942.50	\$764.93
Engineering	\$21,594.75	\$17,526.17
Total	\$226,787.25	\$213,276.53
		\$45,264.56

Unhighlighted cells - split by location of dem
Yellow cells - split by percentage of pavement
Blue cells - split by percentage of pavement but final split currently unknown

EXHIBIT A

VILLAGE OF HIGHLAND HILLS
HARVARD ROAD AT ROBERT BISHOP/EATON CONCRETE REPAIRS
BID OPENING JUNE 18, 2026

#	BIDDERS	QNTY.	UNIT	Perk Company, Inc. 4900 Croyton Avenue Cleveland, Ohio 44104 216-391-1444 estimating@perkcompany.com				HIGHLAND HILLS PORTION		BEACHWOOD PORTION	
				LABOR COST	MATERIAL COST	UNIT PRICE	TOTAL	QUANTITY	TOTAL	QUANTITY	TOTAL
1	EROSION CONTROL, AS PER PLAN	1	LUMP	\$400.00	\$600.00	\$1,000.00	\$1,000.00	0.89	\$890.00	0.11	\$110.00
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6	PAVEMENT MARKING, AS PER PLAN	1	LUMP	\$1,520.00	\$2,280.00	\$3,800.00	\$3,800.00	1.00	\$3,800.00	0.00	\$0.00
7	LOOP DETECTOR REPLACEMENT, AS PER PLAN	1	LUMP	\$780.00	\$1,170.00	\$1,950.00	\$1,950.00	1.00	\$1,950.00	0.00	\$0.00
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9	MOBILIZATION	1	LUMP	\$8,900.00	\$100.00	\$9,000.00	\$9,000.00	0.89	\$8,004.42	0.11	\$995.58
10	SITE RESTORATION, AS PER PLAN	1	LUMP	\$5,500.00	\$2,500.00	\$8,000.00	\$8,000.00	0.15	\$1,350.00	0.85	\$7,650.00
11	PRECONSTRUCTION VIDEO / PHOTOGRAPHS AS PER PLAN	1	LUMP	\$975.00	\$25.00	\$1,000.00	\$1,000.00	0.89	\$889.38	0.11	\$110.62
12	DISCRETIONARY ALLOWANCE TO BE UTILIZED AS DIRECTED BY THE ENGINEER FOR UNSCHEDULED WORK ITEMS NOT INCLUDED IN THIS PROPOSAL OR SHOWN ON THE PLANS	1	LUMP			\$15,000.00	\$15,000.00	0.89	\$13,340.69	0.11	\$1,659.31
	TOTAL CONSTRUCTION COST						\$227,930.00		\$184,028.28		\$43,901.72
1	CONSTRUCTION OBSERVATION HOURS (SEE SPECIFICATIONS FOR EXPLANATION - MINIMUM HOURS - 250)				250	\$44.00	\$12,320.00	0.89	\$10,957.15	0.11	\$1,362.85
	TOTAL						\$240,250.00		\$194,985.44		\$45,264.56

% Split	81.16%	18.84%
Survey	\$942.50	\$764.93
Engineering	\$21,594.75	\$17,526.17
Total	\$262,787.25	\$213,276.53

Unhighlighted cells - split by location of item
Yellow cells - split by percentage of pavement
Blue cells - split by percentage of pavement but final split currently unknown

COST SHARING AGREEMENT
between
CITY OF BEACHWOOD, OHIO
and
VILLAGE OF HIGHLAND HILLS, OHIO

This Agreement (the "Agreement") has been made and entered into as of the _____ day of _____, 2026, ("Effective Date") between the **CITY OF BEACHWOOD, OHIO** (the "City"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio, and the **VILLAGE OF HIGHLAND HILLS, OHIO** (the "Village"), a municipal corporation and political subdivision duly organized and validly existing under the Constitution and laws of the State of Ohio. (The City and the Village are each referred to as a Party" and collectively referred to sometimes as the "Parties.")

WITNESSETH:

WHEREAS, Harvard Road is partially in both the City and the Village from Green Road to Richmond Road and at the intersection of Robert Bishop Drive and Eaton Drive there is a need for concrete repairs to the Harvard Road surface;

WHEREAS, the Village has authorized Susan Hamilton of Hovanscek and Associates (the "Engineer") to complete the design plans for the Harvard Road at Robert Bishop/Eaton Concrete Repair Project (the "Project"), which is located partially in the City and partially in the Village;

WHEREAS, the Engineer has calculated the square yards of pavement to be improved and has determined that 11% of the pavement for the Project is located in the City, and the remaining percentage of the pavement is located in the Village;

WHEREAS, the Village has agreed to assume the responsibility for design engineering, surveying, and construction observation/inspection for the Project by the Engineer and/or the

Engineer's designee(s) and the responsibility for the public competitive bidding and award of a contract for the labor and materials for construction of the Project.

NOW, THEREFORE, the City and the Village agree as follows:

Section 1. Lead Engineer.

The City and Village agree that the Engineer shall take the lead in planning, development, design, surveying, and construction observation/inspection of the Project. The City and Village agree that the Village shall also take the lead in the Project and sign all necessary and related documents related to the Project.

Section 2. Provision of Documents to the City.

The City will be provided copies of all documents and plans generated by the Village and/or Engineer or other parties regarding the Project.

Section 3. Review by the City Engineer of Design.

The City's engineer shall be invited to review and submit approval on behalf of the City in the design of the Project, which approval shall not be unreasonably withheld.

Section 4. Project Funding.

The Village Engineer has designed the Project and solicited for competitive bidding. The Village Council approved and awarded a contract to the Perk Company in the amount not to exceed \$227,930.00. Both the City and the Village agree to be responsible for all costs or expenses related to the planning, development, design, surveying, construction, and construction observation/inspection of the Harvard Road at Robert Bishop/Eaton Concrete Repair Project (the "Project Costs") in the manner and percentages for each Party as set forth below.

The City agrees to reimburse the Village for a portion of the Project Costs as set forth in **Exhibit A**, attached hereto and incorporated herein by reference. The Project as designed may have contingencies which may not be known until the construction phase. A contingency

amount has been set forth in **Exhibit A** in the amount of Fifteen Thousand Dollars (\$15,000). The Village Engineer and the City Engineer shall confer, discuss and agree upon the final Project Costs after agreement on the contingencies and shall jointly certify the final total cost to the respective City Finance Director for final payment by the City to the Village under this Agreement. In any event, the City's share of the Project Costs for reimbursement to the Village shall not exceed Forty-Nine Thousand Five Hundred Ten Dollars and Seventy-Two Cents (\$49,510.72), as set forth in **Exhibit A**.

Section 5. Consent for the Project.

The City and the Village agree to grant consent for the design and construction of the Project.

Section 6. Notices.

Any notice or communication between the Parties required or permitted to be given under this Agreement shall be deemed sufficiently given if delivered personally, by electronic mail, or mailed by U.S. regular mail and addressed as follows:

If to the City:	City of Beachwood Attention: Justin Berns, Mayor 25325 Fairmount Blvd. Beachwood, Ohio 44122 Phone No.: (216) 292-1901 mayorberns@beachwoodohio.com
And to:	Joseph R. Ciuni, City Engineer 25325 Fairmount Blvd. Beachwood, Ohio 44122 Phone No.: (216) 595-3724 Joseph.Ciuni@beachwoodohio.com
If to the Village:	Village of Highland Hills Attention: Michael Booker, Mayor 3700 Northfield Rd., Suite 5 Highland Hills, Ohio 44122 Phone NO.: (216) 283-3000 mbooker@vhhohio.org

And to: Susan Hamilton, Village Engineer
Village of Highland Hills
3700 Northfield Road
Highland Hills, Ohio 44122
Phone No.: (216) 283-3000
shamilton@hovancsek.com

Section 7. Effect of Electronic Signature.

By entering into this Agreement, the Parties, on behalf of themselves, their respective officers, employees, subcontractors, subgrantees, agents or assigns, agree that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by the City and/or the Village may be executed by electronic means, and that the electronic signatures affixed by City and/or the Village to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document.

Section 8. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all Parties hereto, notwithstanding that all the Parties shall not have signed the same counterpart.

Section 9. Entire Agreement.

This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

[The remainder of this page is intentionally left blank.

Signatures appear on the following pages.]

IN WITNESS WHEREOF, the City and the Village have each caused this Agreement to be executed after due authorization as of the date aforesaid.

CITY OF BEACHWOOD, OHIO

By: _____
Justin Berns, Mayor

The legal form of the within instrument is hereby approved.

R. Todd Hunt, Law Director
City of Beachwood, Ohio

FISCAL OFFICER CERTIFICATION

As the fiscal officer of City of Beachwood, Ohio, I certify that as of the date of execution of the within Agreement with the Village of Highland Hills, Ohio, the amount required to satisfy payment under the Agreement has been fully appropriated 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.

Larry Heiser, Finance Director
City of Beachwood, Ohio

Date: _____

VILLAGE OF HIGHLAND HILLS, OHIO

By: _____
Michael L. Booker, Mayor

By: _____
Cassandra Pride, Council President

The legal form of the within instrument
is hereby approved.

Thomas P. O'Donnell, Law Director
Village of Highland Hills, Ohio

FISCAL OFFICER CERTIFICATION

As the fiscal officer of the Village of Highland Hills, Ohio, I certify that as of the date of execution of the within Agreement with the City of Beachwood, Ohio, the amount required to satisfy payment under the Agreement has been fully appropriated 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.

Signature: _____

Print Name: _____

Title: _____

Date: _____