



# CUYAHOGA COUNTY ENGINEER

ROBERT C. KLAIBER, Jr., P.E., P.S.

COUNTY ENGINEER

2100 Superior Viaduct • Cleveland, Ohio 44113  
(216) 348-3800 • FAX (216) 348-3896

SANITARY ENGINEER

6100 West Canal Road • Valley View, Ohio 44125  
(216) 443-8211 • FAX (216) 443-8277

RECEIVED

DEC - 6 2007

OHIO EPA NEDO

Mr. Dan Bogoevski  
District Engineer  
Division of Surface Water  
Ohio EPA Northeast District Office  
2110 East Aurora Road  
Twinsburg, Ohio 44087

December 5, 2007

Dear Mr. Bogoevski:

In response to your letter dated November 23, 2007 we have addressed the following comments.

### Concrete Washout

The concrete washout pits were used for all concrete paving that was performed after the November 1, 2007 inspection. See attached pictures 1 and 2.

### Silt Fence

Silt fence was installed along all culverts/stream crossings immediately after the inspection. Silt fence has been repaired at Sta. 220+50. See attached pictures 3-5.

### Storm Drain Inlet Protection

Some of the inlet protection was removed and the inlets were covered with steel plates to allow for the required equipment to prepare the sub-grade for paving. The project supervisor made sure that the inlet protection was reinstalled as soon as possible. See attached picture 6.

### Exfiltration Trench Maintenance

Per the County Engineers agreement with the Cities of North Olmsted and Westlake it is their responsibility to maintain the roadway improvement after the completion of the construction project. Copies of the agreements are attached.

☐  
County Engineer Construction  
2429 Superior Viaduct  
Cleveland, Ohio 44113  
(216) 348-3838  
FAX (216) 698-2353

☐  
County Engineer Bridge Garage  
2433 Superior Viaduct  
Cleveland, Ohio 44113  
(216) 348-3900  
FAX (216) 348-3940

☐  
County Engineer Brookpark Yard  
4000 Brookpark Road  
Cleveland, Ohio 44134  
(216) 661-2800  
FAX (216) 661-5520

☐  
County Engineer Fitch Yard  
7924 Fitch Road  
Olmsted Township, Ohio 44138  
(440) 235-3091  
FAX (440) 235-0292

☐  
County Engineer Miles Yard  
19700 Miles Road  
Warrensville Hts., Ohio 44128  
(216) 662-0440  
FAX (216) 662-6973

☐  
County Engineer York Yard  
14875 York Road  
North Royalton, Ohio 44133  
(440) 237-5808  
FAX (440) 237-6580

Mr. Dan Bogoevski  
Ohio EPA Northeast District Office  
December 5, 2007  
Page 2

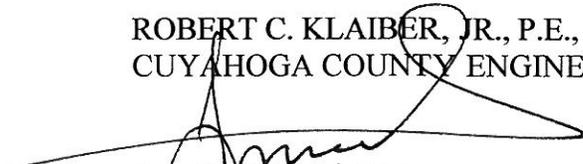
United States Army Corps of Engineers/OEPA Permits

An Army Corps of Engineers 404 Permit and Ohio EPA Section 401 Water Quality Certification Permit were obtained in 1999 and 2000 (copies attached)

If there are any further questions concerning this matter, please contact me at (216) 348-3868.

Very truly yours,

ROBERT C. KLAIBER, JR., P.E., P.S.  
CUYAHOGA COUNTY ENGINEER

A handwritten signature in black ink, appearing to read 'Jamal H. Husani', is written over the typed name and title below.

Jamal H. Husani, P.E.  
Chief Transportation/Traffic Engineer

RCK/JHH/DAG

Enc: As noted

c: Michael Tworzydlo  
Brian Driscoll

1100

CONSTRUCTION OF CROCKER-STEARN'S EXTENSION (CR-118) with turning lanes where needed, from Lorain Road to the North Olmsted North Corporation Line; and the grading, draining, paving and widening to four lanes of Stearns Road (CR-76) from Interstate 480 to Lorain Road in the Cities of North Olmsted and Westlake

RESOLUTION

Approving an agreement of cooperation by and between the Board of County Commissioners of Cuyahoga County, Ohio and the City of North Olmsted for the construction of Crocker-Stearns Extension (CR-118) with turning lanes where needed, from Lorain Road to the North Olmsted North Corporation Line; and the grading, draining, paving and widening to four lanes of Stearns Road (CR-76) from Interstate 480 to Lorain Road in the City of North Olmsted.

-----  
BE IT FURTHER RESOLVED by the Board of County Commissioners of Cuyahoga County, Ohio, that an agreement of cooperation by and between the Board and the City of North Olmsted for the construction of Crocker-Stearns Extension (CR-118) with turning lanes where needed, from Lorain Road to the North Olmsted North Corporation Line; and the grading, draining, paving and widening to four lanes of Stearns Road (CR-76) from Interstate 480 to Lorain Road in the City of North Olmsted be, and the same is, hereby approved.

BE IT FURTHER RESOLVED that the Clerk of the Board be, and she is, hereby instructed to cause said agreement to be copied into the proper Agreement Book of the Board of County Commissioners.

BE IT FURTHER RESOLVED that the Clerk of the Board be, and she is, hereby instructed to transmit two copies of this resolution together with two executed copies of the agreement to Robert C. Klaiber, Jr., P.E., P.S., County Engineer, with instructions to forward one complete set to the City of North Olmsted.

On Motion of Commissioner Jones, seconded by Commissioner Dimora, the foregoing resolution was duly adopted.

Ayes: Jones, Dimora, Hagan.

Nays: None.

Resolution Adopted.

Penelope M. Hughes,  
Clerk of the Board

AGREEMENT

Between the Board of County Commissioners of Cuyahoga County  
And the City of North Olmsted for the grade, drain, pave and widening of Stearns Road  
(CR-76) from Interstate 480 to Lorain Road and the Construction of  
Crocker-Stearns Extension (CR-118), from the Lorain Road to the North Olmsted  
North Corporation Line

This agreement entered into at Cleveland, Ohio this \_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_, by and between the County of Cuyahoga, Ohio by its Board of County Commissioners,  
Party of the First Part and hereinafter referred to as the COUNTY and the City of North  
Olmsted by its Mayor, having been duly authorized to enter into said agreement by Ordinance  
No. 2004-183 adopted by Council of the City of North Olmsted on the 21 day of  
December, 20 04, Party of the Second Part and hereinafter referred to as the  
MUNICIPALITY.

WITNESSETH:

WHEREAS, on August 28, 1972, the County established Bassett-Stearns Road, now  
known as Crocker Road, as a County road.

WHEREAS, on March 7, 2000, the County re-established the Crocker-Stearns Extension  
as a County road.

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

The grade, drain, pave and widening of Stearns Road (CR-76) from Interstate 480 to  
Lorain Road and the construction of Crocker-Stearns Extension (CR-118) from the Lorain  
Road to the North Olmsted North Corporation Line.

WHEREAS, this project is part of a larger project which is the grade, drain, pave and  
widening of Stearns Road (CR-76) from Interstate 480 to Lorain Road and the construction of  
the Crocker-Stearns Extension (CR-118) from Lorain Road to Center Ridge Road in the Cities  
of North Olmsted and Westlake.

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. That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to participate in the construction of the above described improvement in accordance with plans, specifications and estimates approved by the COUNTY.

B. COOPERATION

1. That the COUNTY and the MUNICIPALITY will cooperate in the grade, drain, pave and widening of Stearns Road (CR-76) from Interstate 480 to Lorain Road and the construction of Crocker-Stearns Extension (CR-118) from the Lorain Road to the North Olmsted North Corporation Line.
2. That the COUNTY will arrange for the preparation/completion of construction and right-of-way plans and specifications under generally accepted engineering practices and principles.
3. That the COUNTY will arrange for the supervision and administration of the construction contract.
4. That the COUNTY will arrange for the acquisition all additional right of way.

C. FUNDING

1. That the MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the improvement by an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY portion of the project.
2. That if the project is financed as a Federal-aid Highway project, eligible costs of the improvement shall be financed from the aforesaid funds. The COUNTY will be responsible for entering into any Local Public Agency (LPA) Agreement with the Ohio Department of Transportation.
3. That the COUNTY shall contribute one hundred percent (100%) of the cost of construction, construction supervision and incidentals, exclusive of any items set forth in paragraphs G-3 and H-1.
4. That the COUNTY shall contribute one hundred percent (100%) of the costs for the preparation of the plans and specifications, exclusive of any items set forth in paragraphs G-3 and H-1.
5. That the COUNTY shall contribute one hundred percent (100%) of the non-federal share for all costs associated with the right-of way acquisition process.

D. MAINTENANCE

That upon completion of said improvement, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the improvement in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. 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.

#### E. TRAFFIC

That upon completion of said improvement said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the improvement in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and
2. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07 (F) Ohio Revised Code; and
3. Stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a "Four-way Stop" as provided in the aforesaid Manuel are met; and
4. That no rule or regulation shall be enacted restricting 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. Any existing rule or regulation so restricting road usage shall be rescinded; and
5. The MUNICIPALITY shall regulate parking in the following manner:  
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. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the aforesaid improvement shall be made available therefore.
2. In the event any additional right-of-way is required, the COUNTY will make arrangements for the acquisition. These arrangements shall include, but are not limited

to, appraisals, acquisition, titles, relocation and appraisal review. The COUNTY shall also make all arrangements for the appropriation process.

3. If federal funds are being pursued by the COUNTY for any portion of any phase of the project, the COUNTY shall administer and certify the right of way portion of the project according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the Code of Federal Regulations Title 49 Part 24.

#### G. UTILITIES

1. That the MUNICIPALITY will make arrangements with and obtain agreements from all privately owned public utility companies whose lines or structures will be affected by the said improvement, and said companies have agreed to make any and all necessary rearrangements in such a manner as to be clear of any construction called for by the plans of said improvement, and said companies have agreed to make such necessary rearrangements immediately after notification by said MUNICIPALITY.
2. That the COUNTY will participate in the cost of alterations of governmentally-owned utility facilities which come within the provisions of Ohio Department of Transportation Directive 28-A 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. The COUNTY'S participation will be subject to the funding constraints identified in Section C of this agreement.
3. That it is hereby agreed that the MUNICIPALITY shall, at its own expense, make all rearrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Ohio Department of Transportation Directive 28-A, whether inside or outside the corporate limits, as may be necessary to conform to the said improvement.
4. That the construction, reconstruction, and/or rearrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the improvement, 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.

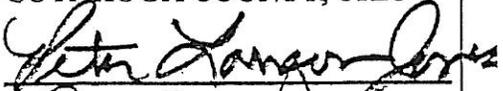
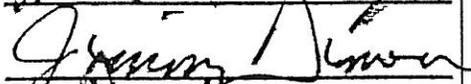
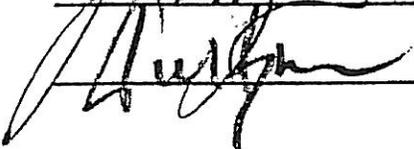
#### H. MISCELLANEOUS

1. That the MUNICIPALITY through Municipal Resolution may include the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the improvement), 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 MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction and the cost of preliminary and design engineering and construction supervision.

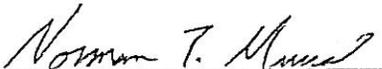
2. That the MUNICIPALITY hereby agrees that the COUNTY shall be and is hereby saved harmless from any and all damages or claims thereof arising from or growing out of the certification or obligations made or agreed to in Sections F-1, G-1, G-3, G-4 hereinabove.
3. For matters relating to this improvement, 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. Passage of this Agreement automatically rescinds the prior Agreement between the City of North Olmsted and the Board of County Commissioners dated April 24, 1989.

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

BOARD OF COUNTY  
COMMISSIONERS  
CUYAHOGA COUNTY, OHIO

CITY OF NORTH OLMSTED

  
MAYOR

ATTEST:

  
Clerk Of Council

sdk

SCNorthOlmstedAgree

SCM

CONSTRUCTION OF THE CROCKER-STEARN'S ROAD EXTENSION (CR-118), with turning lanes where needed, from Lorain Road to Center Ridge Road; and the grading, draining, paving and widening to four lanes of Stearns Road (CR-76) from Interstate 480 to Lorain Road in the Cities of North Olmsted and Westlake.

TR: 349. Resol & Agt. Westlake

RESOLUTION

Approving an agreement of cooperation by and between the Board of County Commissioners of Cuyahoga County, Ohio and the City of Westlake for the construction of the Crocker-Stearns Extension (CR-118) from Westlake South Corporation Line to Center Ridge Road in the City of Westlake.

-----  
BE IT FURTHER RESOLVED by the Board of County Commissioners of Cuyahoga County, Ohio, that an agreement of cooperation by and between the Board and the City of Westlake for the construction of the Crocker-Stearns Extension (CR-118) from Westlake South Corporation Line to Center Ridge Road in the City of Westlake be, and the same is, hereby approved.

BE IT FURTHER RESOLVED that the Clerk of the Board be, and she is, hereby instructed to cause said agreement to be copied into the proper Agreement Book of the Board of County Commissioners.

BE IT FURTHER RESOLVED that the Clerk of the Board be, and she is, hereby instructed to transmit two copies of this resolution together with two executed copies of the agreement to Robert C. Klaiber, Jr., P.E., P.S., County Engineer, with instructions to forward one complete set to the City of Westlake.

On Motion of Commissioner Dimora, seconded by Commissioner Hagan, the foregoing resolution was duly adopted.

Ayes: Dimora, Hagan, Jones.

Nays: None.

Resolution Adopted.

Penelope M. Hughes,  
Clerk of the Board

AGREEMENT

Between the Board of County Commissioners of Cuyahoga County  
And the City of Westlake for the Construction of  
Crocker-Stearns Extension (CR-118), from the Westlake South Corporation Line to  
Center Ridge Road

This agreement entered into at Cleveland, Ohio this 22nd day of October,  
2004, by and between the County of Cuyahoga, Ohio by its Board of County Commissioners,  
Party of the First Part and hereinafter referred to as the COUNTY and the City of Westlake by  
its Mayor, having been duly authorized to enter into said agreement by Ordinance No.  
2004-139 adopted by Council of the City of Westlake on the 21st day of October,  
2004, Party of the Second Part and hereinafter referred to as the MUNICIPALITY.

WITNESSETH:

WHEREAS, on August 28, 1972, the County established Bassett-Stearns Road, now  
known as Crocker Road, as a County road.

WHEREAS, on March 7, 2000, the County re-established the Crocker-Stearns Extension  
as a County road.

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

The construction of Crocker-Stearns Extension (CR-118) from the Westlake South  
Corporation Line to Center Ridge Road.

WHEREAS, this project is part of a larger project which is the grade, drain, pave and  
widening of Stearns Road (CR-76) from Interstate 480 to Lorain Road and the construction of  
the Crocker-Stearns Extension (CR-118) from Lorain Road to Center Ridge Road in the Cities  
of North Olmsted and Westlake.

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. That it is declared to be in the public interest that the consent of said MUNICIPALITY be and such consent is hereby given to the COUNTY to participate in the construction of the above described improvement in accordance with plans, specifications and estimates approved by the COUNTY.

#### B. COOPERATION

1. That the COUNTY and the MUNICIPALITY will cooperate in the construction of the Crocker-Stearns Extension (CR-118) from the Westlake South Corporation Line to Center Ridge Road.
2. That the COUNTY will arrange for the preparation/completion of construction and right-of-way plans and specifications under generally accepted engineering practices and principles.
3. That the COUNTY will arrange for the supervision and administration of the construction contract.
4. That the MUNICIPALITY will arrange for the acquisition all additional right of way.

#### C. FUNDING

1. That the MUNICIPALITY hereby agrees to participate with the COUNTY in the cost of the improvement by an allocation from the County Motor Vehicle License Tax Fund to pay the COUNTY portion of the project.
2. That if the project is financed as a Federal-aid Highway project, eligible costs of the improvement shall be financed from the aforesaid funds. The COUNTY will be responsible for entering into any Local Public Agency (LPA) Agreement with the Ohio Department of Transportation.
3. That the COUNTY shall contribute one hundred percent (100%) of the cost of construction, construction supervision and incidentals, exclusive of any items set forth in paragraphs G-3 and H-1.
4. That the COUNTY shall contribute one hundred percent (100%) of the costs for the preparation of the plans and specifications, exclusive of any items set forth in paragraphs G-3 and H-1.
5. That the MUNICIPALITY shall contribute one hundred percent (100%) of the non-federal share for all costs associated with the right-of way acquisition process.

#### D. MAINTENANCE

That upon completion of said improvement, said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Maintain the improvement in accordance with the provisions of the statutes relating thereto and make ample financial provisions for such maintenance; and
2. 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.

#### E. TRAFFIC

That upon completion of said improvement said MUNICIPALITY will thereafter keep said highway open to traffic at all times; and

1. Place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the improvement in compliance with the provisions of Section 4511.11 and related sections of the Ohio Revised Code; and
2. That the street or highway shall be and hereby is designated a through highway as provided in Section 4511.07 (F) Ohio Revised Code; and
3. Stop signs affecting the movement of traffic on said street or highway within the roadway being improved shall be removed, and no stop signs shall be erected on same except at its intersection with another through highway where traffic does not warrant the installation of a traffic control signal but where the warrants for a "Four-way Stop" as provided in the aforesaid Manuel are met; and
4. That no rule or regulation shall be enacted restricting 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. Any existing rule or regulation so restricting road usage shall be rescinded; and
5. The MUNICIPALITY shall regulate parking in the following manner:  
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. That all existing street and public right-of-way within the MUNICIPALITY which is necessary for the aforesaid improvement shall be made available therefore.
2. In the event any additional right-of-way is required, the MUNICIPALITY will make arrangements for the acquisition. These arrangements shall include, but are not limited to, appraisals, acquisition, titles, relocation and appraisal review. The MUNICIPALITY shall also make all arrangements for the appropriation process.

3. If federal funds are being pursued by the MUNICIPALITY for any portion of any phase of the project, the MUNICIPALITY shall administer and certify the right of way portion of the project according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and the Code of Federal Regulations Title 49 Part 24.

#### G. UTILITIES

1. That the MUNICIPALITY will make arrangements with and obtain agreements from all privately owned public utility companies whose lines or structures will be affected by the said improvement, and said companies have agreed to make any and all necessary rearrangements in such a manner as to be clear of any construction called for by the plans of said improvement, and said companies have agreed to make such necessary rearrangements immediately after notification by said MUNICIPALITY.
2. That the COUNTY will participate in the cost of alterations of governmentally-owned utility facilities which come within the provisions of Ohio Department of Transportation Directive 28-A 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. The COUNTY'S participation will be subject to the funding constraints identified in Section C of this agreement.
3. That it is hereby agreed that the MUNICIPALITY shall, at its own expense, make all rearrangements of governmentally-owned utilities and/or appurtenances thereto which do not comply with the Provisions of Ohio Department of Transportation Directive 28-A, whether inside or outside the corporate limits, as may be necessary to conform to the said improvement.
4. That the construction, reconstruction, and/or rearrangement of all utilities shall be done in such a manner as not to interfere unduly with the operation of the contractor constructing the improvement, 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

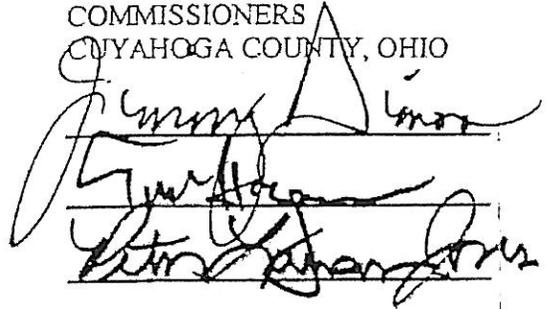
1. That the MUNICIPALITY through Municipal Resolution may include the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the improvement), alternate bid items, or other items in the improvement that are in addition to those now existing and not provided for elsewhere in this agreement. The MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction and the cost of preliminary and design engineering and construction supervision.
2. That the MUNICIPALITY hereby agrees that the COUNTY shall be and is hereby saved harmless from any and all damages or claims thereof arising from or growing

out of the certification or obligations made or agreed to in Sections F-1, F-2, F-3, G-1, G-3, G-4 hereinabove.

3. For matters relating to this improvement, 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. Passage of this Agreement automatically rescinds the prior Agreement between the City of Westlake and the Board of County Commissioners dated April 24, 1989.

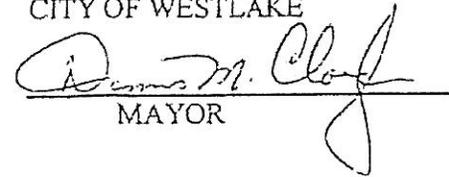
IN WITNESS WHEREOF, the Parties hereto have affixed their signatures the day and year mentioned above.

BOARD OF COUNTY  
COMMISSIONERS  
CUYAHOGA COUNTY, OHIO



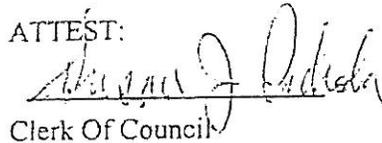
Three handwritten signatures are written over three horizontal lines. The signatures are in cursive and appear to be of different individuals.

CITY OF WESTLAKE



A handwritten signature in cursive is written over a horizontal line. Below the line, the word "MAYOR" is printed.

ATTEST:



A handwritten signature in cursive is written over a horizontal line. Below the line, the text "Clerk Of Council" is printed.

sdk  
SCWestlakeAgree