

# RESOLUTION NO. 038-2025

*Authorizing the Township to enter into agreement with Cuyahoga County for inspection services related to the Willow Grove Subdivision*

**Cuyahoga County, Ohio**

**Be it Resolved** by the Township Trustees of Olmsted Township, that

**WHEREAS**, Gross Builders is scheduled to commence construction of a private subdivision known as Willow Grove on property located in Olmsted Township (the “Project”); and

**WHEREAS**, the Township recognizes the need for services to inspect certain aspects of the work at the Project, specifically related to grading, pavement, and subgrade installation; and

**WHEREAS**, Cuyahoga County, through its Department of Public Works, possesses the technical expertise and capacity to provide construction inspection services for the Project; and

**WHEREAS**, the County is willing to provide such services to the Township for an amount not to exceed Twenty-Four Thousand Dollars (\$24,000), as set forth in the agreement and in accordance with the Construction Inspection Fees attached thereto as Exhibit B; and

**WHEREAS**, this Board of Trustees finds that it is in the best interest of the Township to enter into said agreement with the County of Cuyahoga.

**BE IT RESOLVED** by the Board of Trustees of Olmsted Township, Cuyahoga County, Ohio, that:

**SECTION 1.** The Board of Trustees hereby approves the agreement with the County of Cuyahoga for construction inspection services related to the Willow Grove Subdivision, in substantially the form attached hereto as *Exhibit A* and incorporated herein by reference.

**SECTION 2.** The Township Administrator is hereby authorized and directed to execute the agreement and any related documents, and to take all necessary steps to carry out the terms and intent of this Resolution.

**SECTION 3.** The Township Fiscal Officer is hereby authorized to certify and disburse funds in an amount not to exceed Twenty-Four Thousand Dollars (\$24,000) from an appropriate account to pay for the services described in the agreement.

**SECTION 4.** It is hereby found and determined that all formal actions of this Board of Trustees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action were taken in meetings open to the public in compliance with all legal requirements, including Ohio Revised Code Section 121.22.

**SECTION 5.** This Resolution shall take effect and be in force from and after the earliest period allowed by law.

**PASSED:** This 17<sup>th</sup> day of April, 2025.

**OLMSTED TOWNSHIP BOARD OF TRUSTEES**

*Adopted the* 17<sup>th</sup> *day of* April, 2025

*Attest:* Ann W. Miller  
Township Fiscal Officer

*J. Ley, A. C.,*  
*Tom Lee*  
*St. J. J.*  
Township Trustees

## AGREEMENT

### Between the County of Cuyahoga, Ohio and Olmsted Township for inspection services related to the Willow Grove Subdivision

This Agreement made and entered into this 4<sup>th</sup> day of April, 2025, by and between the 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 effective date hereof, on behalf of the Department of Public Works (the "County") and Olmsted Township (the "Township") by its Township Trustees, having been duly authorized to enter into this Agreement by Resolution No. 38-25 adopted by the Trustees of Olmsted Township on the 4th day of April, 2025. AND AMENDED ON 9<sup>th</sup> DAY OF MAY, 2025.

### WITNESSETH:

WHEREAS, Gross Builders is scheduled to commence construction of a private subdivision known as Willow Grove on property located in the Township (the "Project"); and

WHEREAS, the Township has recognized the need for services to inspect certain aspects of the work at the Project; and

WHEREAS, the County possesses the technical expertise and know-how required to manage the inspection for such projects; and

WHEREAS, the Willow Grove Subdivision is a private subdivision and therefore falls outside of the County's statutory duties under with Ohio Revised Code sections 711.091 and 5543.01; and

WHEREAS, the County has agreed to provide construction inspection services to the Township related to the Project under the terms and conditions outlined below.

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. SCOPE OF SERVICES.

1. The County will provide construction field inspection services to Olmsted Township for the construction of the Willow Grove Subdivision, limited to grading, pavement, and subgrade installation only (the "Services"). The County will provide the Services through its Road and Bridge staff.
2. When applicable, the County will provide daily reports regarding the general site grading and roadway installation.
3. The County will employ sufficient personnel to perform the services in a timely manner.

**B. CONSENT**

1. Township hereby consents to the County to inspect the Project in accordance with plans and specifications approved by the Township and the County.
2. Township shall be responsible for obtaining any consents that may be required from Gross Building and/or any owners of the Willow Grove Subdivision that may be required.
3. The term of this agreement shall commence upon mutual acceptance of both parties and shall continue, unless otherwise terminated or cancelled under the provisions of this Agreement, on December 31, 2025 (the "Term").

**C. FUNDING**

1. The Township is responsible for 100% of the costs for the Services.
2. The Township shall pay the County on an hourly basis for an amount not to exceed \$24,000 in accordance with Construction Inspection Fees attached as EXHIBIT B and incorporated in this Agreement as fully rewritten herein.

**D. MISCELLANEOUS**

1. No Indemnity by County – The County makes no guarantee that the Services will identify any or all defects in construction or prevent future damages. The Township acknowledges that, as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. The Township agrees that no provision of this Agreement or any other contract or agreement between the Township and the County may be interpreted to obligate the County to indemnify or defend the Township or any other party.
2. The agent for the County and liaison officer for the Project shall be the County Engineer of Cuyahoga County, Ohio, and/or such members of his staff as he may designate.
3. By entering into this Agreement, the Township agrees 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. The Township also agrees 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 Cuyahoga County.

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

Olmsted Township  
By: \_\_\_\_\_  
Township Administrator

County of Cuyahoga, Ohio

Chris Ronayne, County Executive  
*Chris Ronayne*   
By: \_\_\_\_\_  
2025-05-06 08:36:25  
Chris Ronayne, County Executive or  
designee pursuant to Executive Order No.  
EO2023-0003, dated July 6, 2023

The legal form and correctness  
of this Contract is hereby approved:  
Law Department, County of Cuyahoga, Ohio  
James L. DeFeo, Assistant Law Director  
Richard D. Manoloff, Director of Law

JAMES DEFEO, ASSISTANT LAW DIRECTOR  
*J. DeFeo*  
2025-05-06 07:55:28





## EXHIBIT B

### Willow Grove County Inspection Estimate

Construction schedule - April 2025  
to December 2020 (18 Months)

	Estimated Hours	Hourly Rate	Total
Area Engineer (8 wks, 5hr/wk)	40	\$58.14	\$2,325.60
Project Supervisor (8 wks, 15hr/wk)	120	\$40.94	\$4,912.80
Total			\$7,238.40
			\$14,693.95
			2.03 overhead
			<b>\$20,701.82</b>

Mileage	Miles	Rate	Total
Area Engineer (8 wks, 20 mi/wk)	160	\$0.700	\$112.00
Project Supervisor (8 wks, 100 mi/wk)	800	\$0.700	\$560.00
Total			\$672.00
			<b>\$672.00</b>

Testing		
Misc. Testing (Compaction, Adphalt Density, etc.)		
		<b>\$2,000.00</b>

Total **\$23,373.82** Use \$24,000

Total **\$23,373.82** Use \$24,000

