

AUTHORIZING THE GENERAL MANAGER/ SECRETARY TREASURER TO ENTER INTO A TEMPORARY EASEMENT AGREEMENT WITH THE CUYAHOGA COUNTY BOARD OF COMMISSIONERS TO RECONSTRUCT THE TRISKETT ROAD (CR-228) BRIDGE NO. 195 THAT SPANS THE AUTHORITY'S TRACK AT THE TRISKETT RAIL STATION FOR THE PURPOSE OF RECONSTRUCTING THE HIGHWAY STRUCTURE AT THE EXPENSE OF THE CUYAHOGA COUNTY FOR A TERM BEGINNING ON JULY 1, 2003 AND ENDING JUNE 30, 2005 AND TO EXECUTE THE EASEMENT AGREEMENT.

WHEREAS, The highway structure that crosses overhead the Authority's tracks at the Triskett Rail Station is also known as the Triskett Road (CR-228) Bridge No. 195 by the Cuyahoga County Board of Commissioners (County) and they have deemed the Triskett Road (CR-228) Bridge No. 195 inadequate for highway purposes under Chapter 5555 of the Ohio Revised Code; and

WHEREAS, the County is requesting that GCRTA enter into a joint agreement to reconstruct the Triskett Road (CR-228) Bridge No. 195 for the purpose of reconstructing the highway structure; and

WHEREAS, the County under Section 5531.03 of the Federal-Aid Highway Act of 1956 will provide funding for the construction costs of the Triskett Road (CR-228) Bridge No. 195 reconstruction project with the City of Cleveland authorizing the work under Ordinance No. 1228-98 passed December 14, 1998; and

WHEREAS, In order for the County to begin the Triskett Road (CR-228) Bridge No. 195 reconstruction project, the Greater Cleveland Regional Transit Authority (GCRTA) must grant approval for the County to work above and on its real property through a Temporary Easement agreement; and

WHEREAS, the County has requested the Authority to enter into a Temporary Easement agreement with the County to grant authority to work on and over the Authority's real property for a term beginning on July 1, 2003 and ending June 30, 2005; and

WHEREAS, pursuant to the proposed agreement the Authority will be reimbursed by the County for the Authority's expenses or costs associated with the reconstruction of the Cuyahoga County Board of Commissioners' Triskett Road (CR-228) Bridge No. 195 project.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Greater Cleveland Regional Transit Authority, Cuyahoga County, Ohio:

Section 1. That the General Manager is authorized to enter into and execute a Temporary Easement agreement with the County to work on and over the Authority's property at the Triskett Rail Station for a term beginning on July 1, 2003 and ending June 30, 2005 substantially in the form of Exhibit "A" attached hereto.

Section 2. That the Authority may provide any engineering, inspection and safety services as it deems necessary to ensure the safety of its operations and as may be required by the State to assist the County in the reconstruction of the Triskett Road (CR-228) Bridge No. 195.

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Section 3. That said contract is subject to the satisfaction of all statutes, regulations, rules and orders obligatory on the Greater Cleveland Regional Transit Authority for the transaction contemplated hereby.

Section 4. That the General Manager/ Secretary-Treasurer be and he is hereby authorized to execute all documents and to take all actions necessary for the consummation of the agreement contemplated hereby and to execute any easement documents necessary thereto.

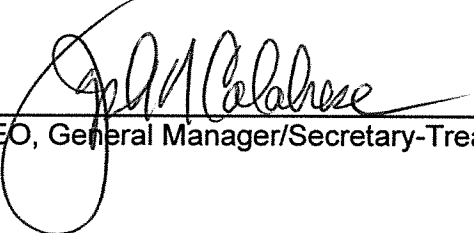
Section 5. That this resolution shall become effective immediately upon its adoption.

Attachment: Agreement

Adopted June 17, 2003

  
\_\_\_\_\_  
President

Attest:

  
\_\_\_\_\_  
CEO, General Manager/Secretary-Treasurer

IN THE MATTER OF THE RECONSTRUCTION  
OF THE GRADE SEPARATION STRUCTURE  
CARRYING TRISKETT ROAD (CR-228) OVER  
THE TRACKS OF THE NORFOLK SOUTHERN  
CORPORATION AND THE GREATER CLEVELAND  
REGIONAL TRANSIT AUTHORITY IN THE  
CITY OF CLEVELAND, CUYAHOGA COUNTY, OHIO.

AGREEMENT NO. \_\_\_\_\_

*AGREEMENT*

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between the Board of County Commissioners of Cuyahoga County Ohio, as First Party, hereinafter referred to as the COUNTY and the Greater Cleveland Regional Transit Authority, as Second Party, hereinafter referred to as the COMPANY.

WITNESSETH:

WHEREAS, Triskett Road (CR-228), now passes over the tracks of the COMPANY by means of an overhead highway structure (County Bridge No. 195) now deemed inadequate for highway purposes in the City of Cleveland, Cuyahoga County, Ohio, and

WHEREAS, the COUNTY proposes to reconstruct the existing overhead highway structure (Triskett Road Bridge No.195) over the tracks of the COMPANY. Said structure and the necessary approaches thereto are hereinafter referred to as the PROJECT; and

WHEREAS, no existing COMPANY grade crossing will be eliminated as a result of the proposed construction; and

WHEREAS, under such conditions, Chapter 5523 of the Revised Code of Ohio and other grade crossing elimination laws of the State of Ohio do not apply to the PROJECT herein considered; and

WHEREAS, the Board of County Commissioners of Cuyahoga County, Ohio is empowered generally by Chapter 5555 of the Revised Code of Ohio to carry forward highway improvements of the type herein contemplated; and

WHEREAS, the Federal-Aid Highway Act of 1956, as amended, and Section 5531.03 of the Revised Code of Ohio have become effective, providing funds for the construction costs of projects such as is contemplated herein; and

WHEREAS, the City of Cleveland has by Ordinance No. 1228-98 passed December 14, 1998, given its consent to the improvement herein contemplated; and

WHEREAS, it is desired by the parties hereto to carry out and accomplish the reconstruction of the grade separation over the tracks of the COMPANY at the point hereinbefore mentioned and to determine and agree upon the manner of doing said work and the portion of said work to be done by each of said parties respectively, and the proportion of costs and expenses to be paid by each of said parties, and the mode and time of payment therefor.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, it is agreed between the parties as follows:

SECTION 1

The plans of the COUNTY for the said improvement are identified by title as follows:

**"CUYAHOGA COUNTY, TRISKETT ROAD, C.R. 228, COUNTY BRIDGE NO. 195, RECONSTRUCTION OF EXISTING SEPARATED CROSSING WITH NORFOLK SOUTHERN CORPORATION AND THE GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY, CITY OF CLEVELAND, CUYAHOGA COUNTY".**

Before this agreement shall be in force and effect, the foregoing plans shall meet the approval of the parties hereto, and upon such approval shall become a part of this agreement by reference.

SECTION 2

Said work will consist of the reconstruction of an overhead highway structure having a three span concrete encased, rigid steel frame with a reinforced concrete deck and integral substructure. The structure will have an out-to-out width of 60 feet and provide a minimum vertical clearance of 21.53 feet above top of Greater Cleveland Regional Transit Authority rail and a minimum horizontal clearance of 7.01 feet from centerline of Greater Cleveland Regional Transit Authority track to near face of abutment.

It is understood that temporary minimum construction clearances of 6.40 M vertically from top of rail and 3.050 M horizontally from centerline of track will be permitted by the COMPANY.

The construction of the highway and the necessary earth work to effect the clearances shown above, the grading, draining and paving of the highway, the sodding, seeding and planting of slopes, the construction of highway guard rails, the settlement of claims for property purchased, appropriated or damaged by such construction, and the maintenance of railroad traffic and rearrangement and restoration of railroad facilities made necessary by the work herein contemplated shall be considered as necessary items to be included as part of this improvement.

The work to be done under this agreement and shown on the plans described under SECTION 1 of this agreement consist of following:

1. Rehabilitating the existing bridge by removing and replacing the reinforced concrete deck, sidewalks and railings, and by widening the bridge from 40 feet to 48 feet wide.
2. Patching and sealing the existing concrete superstructure and substructure.
3. Relocating the existing 24" water main crossing the bridge by attaching it to the superstructure on new supports.
4. Grading, draining and paving the roadway approaches directly adjacent to the bridge and erecting necessary highway guardrails.
5. Maintaining vehicular traffic crossing the bridge during construction by working in two phases, maintaining traffic in one direction and detouring traffic in the other direction.
6. Placing topsoil, seeding and mulching repair areas affected by construction.
7. Provisions of switchtenders, flaggers, watchmen and other protective services to promote safety and insure continuity of train operations as may be necessary in connection with the work performed by the COMPANY'S forces.
8. Changes in communication and signal lines, interlocking and signal apparatus.

### SECTION 3

Responsibility for the several necessary items of work shall be as follows:

- a. The following items shall be let in contract by the COUNTY after competitive bidding as provided by law, at PROJECT expense, subject to the provisions of this agreement:

Items (1), (2), (3), (4), (5) and (6)

- b. The following items shall be done or caused to be done by the COMPANY with its own forces, at PROJECT expense, subject to the provisions of this agreement.

Item (7) and (8)

### SECTION 4

Any work not specifically provided for in SECTION 3 shall be done by one of the parties hereto as may be mutually agreed upon from time to time during progress of the work, as provided for by the rules and regulations of the Federal Highway Administration as then in effect.

### SECTION 5

All work to be done by the COMPANY under the provisions of this agreement shall be done in accordance with the plans described in SECTION 1, together with such other plans and specifications, detailed and supplementary thereto, as may be mutually agreed upon and as may be necessary to carry out the work fully in accordance with the intent of this agreement and in accordance with good engineering practice. All work to be done by the COUNTY shall be done in accordance with said plans and under the standard and supplemental specifications of the Department of Transportation in force on the date of the award of the contract, together with such special provisions as may be agreed upon by the parties hereto.

The COUNTY will require its contractor to use Railroad protective personnel to protect railroad traffic made necessary or occasioned by his operations, as set forth in special provisions to be approved by the parties hereto, which are more specifically set forth in the "Special Clauses in the Proposal" and which are included in this agreement by reference.

The COUNTY shall require its contractor to use such COMPANY certified switchtenders, flagmen, or other protective services and devices, other than engineering personnel, as in the opinion of the COMPANY are required to promote the safety and insure continuity of railroad traffic during the contractor's operations.

#### SECTION 6

The COUNTY shall have general charge of the engineering work on the PROJECT, but the COMPANY shall provide such engineering services as the COUNTY may require. Nothing herein shall deny the COMPANY the right to place inspectors on work being done on its property or facilities. Preliminary engineering costs incurred by the COMPANY subsequent to the date of initial contact by the COUNTY regarding the PROJECT may be charged against the PROJECT.

Construction engineering and inspection costs incurred by the COMPANY subsequent to the award of a construction contract by the COUNTY may be charged against the PROJECT.

#### SECTION 7

The COUNTY shall require its contractor at all times to use all reasonable care and diligence and to cooperate with the officials of the COMPANY in order to avoid accidents, damage or unnecessary delay to or interference with trains upon the tracks of the COMPANY.

Any of the COMPANY's equipment, such as work trains, locomotive cranes, cars or other rolling stock used on the work by the COUNTY's contractor in carrying out his contract shall not be chargeable to the parties hereto, but the COUNTY shall require the contractor to bear the cost of the rental of such equipment as part of the contract price for the work.

If at any time the COUNTY's contractor requires a temporary crossing over the COMPANY's tracks, the COUNTY shall require said contractor to arrange with the COMPANY for such crossing.

#### SECTION 8

It is understood that the construction costs of the PROJECT herein contemplated are to be financed from funds provided by the COUNTY, STATE and the Federal government and expended in accordance with Federal regulations, that all plans, specifications, estimates of costs, awards of contracts, acceptance of work and procedure in general will at all times conform to all Federal laws, rules, regulations, orders and approvals applying to a Federal-Aid Project, and the COUNTY shall reimburse the COMPANY for construction costs and for preliminary and construction engineering costs in accordance with Federal-Aid Policy Guide 140(I) of the Federal Highway Administration or any subsequent amendments thereto, in such amounts and forms as are proper and eligible for payment from Federal-Aid highway funds. The COMPANY shall render its billings to the COUNTY in accordance with said rules and regulations, and further agrees to provide and furnish such itemized records of and substantiating data for such costs as may be necessary.

In the event that delays or difficulties arise in securing necessary approvals or in securing necessary rights of way or settling damages or damage claims which, in the opinion of the COUNTY, render it impracticable to utilize funds from the current appropriation for the construction of the PROJECT, the COUNTY may serve formal notice of cancellation upon the COMPANY and this agreement shall, with the exception of the obligations set forth in the following sentence, become null and void. The COUNTY shall reimburse the COMPANY for all costs and expenses incurred by it at the request of the COUNTY, on account of the PROJECT prior to such cancellation, and shall restore the COMPANY's property to the condition existing prior to the initiation of the PROJECT construction.

**SECTION 9**

The COUNTY, shall acquire or settle all property, property rights and all damages to property affected by the PROJECT. The cost of said property, property rights and damages to property shall be included as a part of the PROJECT expense.

The COMPANY, insofar as it has the legal right so to do, shall permit the COUNTY and/or its contractor to enter upon lands owned or operated by the COMPANY to construct and occupy said highway facilities across its property with sufficient width to permit construction and maintenance of the PROJECT. The COUNTY and COMPANY shall enter into good faith negotiations for a price at which such rights may be conveyed to the COUNTY to be consistent with the property interest determined by the COUNTY to be needed for the proposed improvement.

However, the price to be paid by the COUNTY to the COMPANY for said conveyances (representing the fair market value thereof plus damages, if any, to the residue) shall be as mutually agreed upon within nine (9) months from the date of occupancy by the COUNTY and if agreement as to price is reached, an additional period of ninety (90) days shall be allowed for settlement, it being agreed however, that if no agreement as to price is reached within the aforesaid nine (9) month period, the COUNTY will within ninety (90) days thereafter institute an eminent domain proceeding authorized by law for the determination of the value of same. The provisions of this agreement shall survive the institution of such eminent domain proceeding.

The COUNTY shall furnish the plans and descriptions for any such conveyance. It is understood however, that the foregoing right of entry is a permissive use only, and this Section is not intended to convey or obligate the COMPANY to convey any interest in its land.

In case any action involving said improvement is brought by or against any party hereto, said party shall promptly notify the other parties of the pendency of such action.

**SECTION 10**

The COMPANY may bill the COUNTY monthly or periodically for its force account when costs exceed \$1,000. Progressive invoices may be submitted for work done during the previous month or period showing the portion of estimated cost completed. A final bill covering actual cost of work and showing all details shall be submitted to the COUNTY within ninety (90) days after completion of said work. The COUNTY shall pay all bills that have been approved within sixty (60) days after receipt thereof. The COUNTY may hold a retainer on all bills not to exceed eight percent (8%) until final payment. Final payment for all amounts due the COMPANY shall be paid by the COUNTY within sixty (60) days after the final audit has been made and approved.

**SECTION 11**

Each party hereto waives, but only against the others, any and all damages or right to claim damages to any of its property growing out of or in any way connected with the improvement herein contemplated, except as otherwise provided for in this agreement.

The COUNTY shall require of its contractor a bond, conditioned according to Section 153.54(C) of the Revised Code of Ohio, in favor of the COUNTY and the COMPANY, and shall further require its contractor to take out before work is commenced, and keep in effect until work is completed and accepted, a policy of Railroad Protective Liability Insurance from an insurance company authorized to do business in the State of Ohio, to protect the COMPANY against loss or damage to property and injury to or death of persons, and against all claims, demands, expenses, suits or judgments arising because of, or resulting from the operations of the contractor, his subcontractor, agents or employees, such policy of insurance to provide for a single limit in the amount of \$2,000,000.00 per occurrence and subject to that limit, an aggregate in the amount of \$6,000,000.00 for each annual period for all damages arising out of bodily injuries to or death of one or more persons and out of injury to or destruction of property including such property in the care, custody and control of the COMPANY.

The above insurance provisions are more specifically set forth in the "Special Clauses in the Proposal" which are included in this agreement by reference.

It is agreed that the COMPANY at the cost of the PROJECT may procure Employer's Liability Insurance, including liability under the Federal Employer's Liability Act, with a single limit in the amount of \$2,000,000.00 per occurrence and subject to that limit, an aggregate in the amount of \$6,000,000.00 for each annual period for all damages arising out of bodily injuries to or death of one or more persons and out of injury to or destruction of property including such property in the care, custody and control of the railroad company for the purpose of protecting the COMPANY from any accident that may arise during performance of the work by forces of the COMPANY.

**SECTION 12**

The work provided for in this agreement shall be commenced by the parties hereto within thirty (30) days from the latter of the following: (1) the date on which this agreement becomes effective, (2) the date on which the COMPANY has been notified by the COUNTY to proceed or (3) the date on which all funds necessary therefore on the part of the COUNTY have been properly certified and made available; and it shall be completed within a reasonable time thereafter. Burying and assembling of materials shall be construed as compliance with the foregoing thirty (30) day provision.

All obligations of the COUNTY provided for in this agreement which require the expenditure of funds by the COUNTY shall terminate at the end of the present biennium, being \_\_\_\_\_. If construction covered under said agreement is not complete by \_\_\_\_\_, it is the expressed intention of the parties to renew said obligations on each successive biennium period until such time as construction covered under said agreement is complete. Said renewal is conditioned upon the COUNTY determining future appropriations will permit the COUNTY to renew said obligations.

All financial obligations of the COUNTY as provided for in this agreement are subject to the provisions of Section 5705.41 of the Ohio Revised Code.

#### SECTION 13

Upon completion of the PROJECT herein contemplated the COUNTY shall at its own cost and expense, maintain, repair and renew, or by agreement with others provide for the maintenance, repair and renewal of the bridge structure and surfaces, approach grades and all other highway facilities constructed or changed under the terms of this agreement. The COMPANY will permit access onto its property to perform said maintenance and shall at its own cost and expense, maintain, repair and renew all of its facilities constructed or changed under the terms of this agreement. The COMPANY will not be vested with any rights of ownership of the bridge structure, and will not have a duty to maintain the bridge structure, and will not, if the structure ceases to be a part of the highway system, have a duty to remove the structure from the COMPANY right of way.

The COMPANY shall have the right to attach to the portion of said structure, where it crosses the property of the COMPANY, such signal, electric and communication wires as may be requisite or useful in the operation of the COMPANY; any such attachments which are not a part of the PROJECT shall be made and maintained by the COMPANY at its own expense. No such attachments shall be made without the approval by the COUNTY of the COMPANY's detailed plans.

#### SECTION 14

This agreement does not intend to cover all relations between the COUNTY and the City of Cleveland, as other agreements will cover such other understandings.

This agreement shall be for the benefit of the parties hereto only and no person, firm or corporation shall acquire any rights whatsoever by virtue of this agreement, except the COUNTY, City of Cleveland and COMPANY and the successors and assigns of the COMPANY.

#### SECTION 15

The Federal Highway Administration's Federal-Aid Policy Guide 646(B) classifies this PROJECT in Classification No. 2 resulting in no ascertainable benefits to the COMPANY. The Parties signatory to this agreement accept this classification as applicable in this instance. The COMPANY's contribution shall be zero dollars.

#### SECTION 16

The COMPANY agrees to adhere to the requirements of Ohio Ethics law as provided by Section 102.04 of the Ohio Revised Code. O.R.C. Section 102.04(C) prohibits an elected County official or employee from receiving compensation, other than from his own agency, for personal services rendered in a case, proceeding application, or other matter before his County.

It is understood by the parties that non-elected county officials and employees may qualify for an exemption under Section 102.04(D), if (1) the agency with which the official or employee seeks to do business is an agency other than the one with which he serves; and, (2) prior to rendering personal services or selling or agreeing to sell goods or services, the official or employee files an O.R.C. Section 102.04(D) statement with the Ohio Ethics Commission, the agency with which he serves, and the agency with which he seeks to do business. The statement must include a declaration that the non-elected county official or employee disqualifies himself for a period of two years from any participation in his official capacity as a board or commission member in any matter involving any official or employee of the agency with which he seeks to do business.

It is expressly understood and agreed to by the parties that a failure by the COMPANY to file a declaration statement as required under O.R.C. Section 102.04(D), may be considered by the COUNTY, a breach of material condition of this agreement and the COUNTY may, if it so elects, void this agreement.

**SECTION 17**

In carrying out this contract, the COMPANY shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, handicap, age, or Vietnam-era veteran status. The COMPANY will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin, handicap, age, or Vietnam-era veteran status.

Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

**SECTION 18**

COMPANY agrees to comply with all applicable state and federal laws regarding drug-free workplace. COMPANY shall make a good faith effort to ensure that all COMPANY employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

IN WITNESS WHEREOF, the parties hereunto have caused this agreement to be duly executed in triplicate as of the day and year first above written.

WITNESS:

BOARD OF COUNTY COMMISSIONERS  
CUYAHOGA COUNTY, OHIO

By \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY

By \_\_\_\_\_

TAP/jpk  
GCRTA Agreement





Greater Cleveland Regional Transit Authority  
**STAFF SUMMARY AND COMMENTS**

m-9

TITLE/DESCRIPTION: AUTHORIZING THE GENERAL MANAGER/ SECRETARY TREASURER TO ENTER INTO A TEMPORARY EASEMENT AGREEMENT WITH THE CUYAHOGA COUNTY BOARD OF COMMISSIONERS TO RECONSTRUCT THE TRISKETT ROAD (CR-228) BRIDGE NO. 195 THAT SPANS THE AUTHORITY'S TRACK AT THE TRISKETT RAIL STATION FOR THE PURPOSE OF RECONSTRUCTING THE HIGHWAY STRUCTURE AT THE EXPENSE OF THE CUYAHOGA COUNTY FOR A TERM BEGINNING ON JULY 1, 2003 AND ENDING JUNE 30, 2005 AND TO EXECUTE THE EASEMENT AGREEMENT.	Resolution No.: 2003-089
	Date: June 12, 2003
	Initiator: Engineering Division
ACTION REQUEST: xx Approval <input type="checkbox"/> Review/Comment <input type="checkbox"/> Information Only <input type="checkbox"/> Other _____	

- 1.0 PURPOSE/SCOPE: Authorizing the General Manager/ Secretary Treasurer to enter into a Temporary Easement agreement with the Cuyahoga County Board of Commissioners (County) for the purpose of reconstructing the Triskett Road (CR-228) Bridge No. 195 that spans the Authority's track at Triskett Rail station for the purpose of reconstructing the highway structure at the expense of Cuyahoga County for a term beginning July 1, 2003 and ending June 30, 2005.
- 2.0 DESCRIPTION/JUSTIFICATION: The existing highway structure has been deemed inadequate for highway purposes by Cuyahoga County's Board of Commissioners. The County will reconstruct the Triskett Road (CR-228) Bridge No. 195 with the Authority's approval. The reconstruction of the Triskett Bridge No. 195 will benefit the community it serves through the joint effort between the County and the Authority.
- 3.0 PROCUREMENT BACKGROUND: Does not apply.
- 4.0 DBE/AFFIRMATIVE ACTION BACKGROUND: Does not apply.
- 5.0 POLICY IMPACT: This is in compliance with the Board of Trustees' Real Estate Policy passed on May 21, 2002 under Resolution No.2002-98. Board action is required because the Temporary easement exceeds a twelve (12) month period.
- 6.0 ECONOMIC IMPACT: Cuyahoga County under Chapter 5555 of the Ohio Revised Code to undertake the project. The Federal-Aid Highway Act of 1956 and Section 5531.03 of the Ohio Revised Code will provide funding for the construction costs of the Triskett Road (CR-228) Bridge No. 195 with the County bearing the costs of the improvement under the City of Cleveland's approved Ordinance No. 1228-98 passed on December 14, 1998. The Authority may provide any engineering, inspection and safety services as it deems necessary to ensure the safety of its operations and as may be required by the County in the reconstruction of the Triskett Road (CR-228) Bridge No. 195 and it will be reimbursed by the County for any expenses or costs associated with the construction and services it may provide for the Triskett Road Bridge No. 195.
- 7.0 ALTERNATIVES: Do not approve the Temporary Easement agreement. This would not allow the Authority to cooperate with the County to complete this project.

**Staff Summary And Comments**

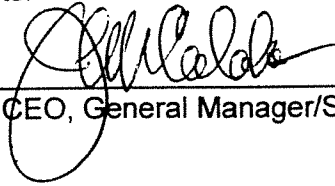
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8.0 RECOMMENDATION: Approve the Temporary Easement agreement with the County allowing the County to work over and on the Authority's Real property to reconstruct the Triskett Road (CR- 228) Bridge No. 195 for highway purposes and the betterment the community.

9.0 ATTACHMENTS: NONE

Recommended and certified as appropriate to the availability of funds, legal form and conformance with the Procurement requirements.



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CEO, General Manager/Secretary-Treasurer