

BOSTON ROAD REPAIR AGREEMENT

AN AGREEMENT ("Agreement") entered into this __day of _____ 2005 ("Effective Date") between the CITY OF NORTH ROYALTON ("City"), a municipal corporation and political subdivision organized and validly existing under the laws of the State of Ohio, pursuant to authority of Ordinance No. _____ passed _____, 2005, a copy of which is attached hereto as Exhibit A-1, and Hinckley Township ("Township"), a n unincorporated political subdivision organized and validly existing under the laws of the State of Ohio, pursuant to authority of Resolution No. _____ passed _____, 2005, a copy of which is attached hereto as Exhibit A-2.

WHEREAS, the Ohio Revised Code, including Sections 5535.08 and 5571.01 provides that a Board of Township Trustees may enter into an agreement with the legislative authority of any municipal corporation to repair roads located within a township and/or municipality; and

WHEREAS, the Parties agree that it is necessary to resurface and repair Boston Road east of Ridge Road that is the boundary line between Hinckley Township and the City of North Royalton; and

WHEREAS, The Parties find and agree that it is in their best interest to jointly resurface and repair said portion of Boston Road and to proportionally share in the expense and they desire to complete the Project in a timely manner whereby the City will provide approximately \$32,000 ("City Funds"),

Valleyaire Golf Club will provide \$10,000 (“Golf Course Funds”) and Hinckley Township will provide approximately \$13,563.50 (“Township Funds”) as more fully defined below and in the exhibits attached hereto and incorporated herein by reference. The Township will construct the repair and resurfacing in compliance with all laws of the Township and the State of Ohio applicable to public improvements.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound, the Parties hereby enter into the Memorandum of Understanding and agree to the following:

I. DESCRIPTION OF THE PROJECT.

A. The project involves the repair and resurfacing of Boston Road east from Ridge Road to a point where it dead ends into the driveway of City resident, Harry Hayes. ("Project"). Boston Road in the area described serves as the boundary between the City and the Township. A portion of the road to be repaired lies wholly within the City. The Project will be constructed in accordance with the plans and specifications prepared by the Medina County Engineers Office dated September 2005 ("Project Plans"), following approval of same by the City's Engineer. Any changes to the Project Plans occurring after the date stated in this paragraph shall only be effective upon approval of the City Engineer, which shall not be unreasonably withheld or delayed. The Township agrees to assembled the plans, specifications and bid documents and to bid the project awarding the bid to the lowest responsible bidder. The Township will manage the project and be

responsible for reviewing pay requests, change orders, approving same with the review and approval of the City and issuing any payments with the approval of the City.

II. FUNDING.

A. The total estimated cost of the project is \$55,563.50 as specified in the estimates from the Township (Exhibit B-1) and the Medina County Engineering Office (Exhibit B-2). The City and Township agree that any Golf Course Funds shall be applied to the costs of the project for repairing and resurfacing Boston Road from Ridge Road to the first driveway of Valleaire Golf Course. The remaining costs to repair such portion of Boston Road shall be paid equally by the City and the Township as hereinafter provided. The City and the Township agree that the costs of the project for repairing and resurfacing Boston Road from the first driveway of Valleaire Golf Course to the private driveway of City resident Harry Hayes shall be paid by the City as hereinafter provided.

B. Upon verification of compliance by the Township of all applicable laws of the Township and the State of Ohio, the City shall pay the total of \$23,000 to the Township within 30 calendar days after receiving a request for payment. The City shall pay its remaining portion of the costs of approximately \$9,000 to Township within one year of the date of this agreement.

C. The City is not liable for payment of any administrative or engineering costs.

D. Valleaire Golf Club, a private entity that will benefit from this project,

will contribute \$10,000. If Valleaire fails to agree to make such contribution prior to the execution of the construction contract by the successful bidder, either party may terminate this agreement.

E. The Township shall pay approximately \$13,563.50 and all administrative and engineering costs for the project.

III CONSTRUCTION DOCUMENTS, CITY APPROVALS.

A The Township agrees to prepare all necessary documents, engineering drawings, plans, specifications, engineering estimates, bidding documents, forms, notices, bonds and contracts for the Project and shall submit the Plans and specifications including the form of contract to the City Engineer and the City Law Director for review and approval which shall not be unreasonably delayed or withheld. The Engineer shall provide comments to the Township immediately upon receipt of the documents from the Township. Any questions shall be resolved expeditiously. Bid tabulations for the project shall be submitted to the City Engineer who shall be consulted for approval prior to award of construction contracts for the project.

V. INSPECTIONS

A. All inspections shall be completed by the Township.

VI. TERMINATION

A. If the cost of the Project exceeds the estimates by more than 10%, either Party may terminate this Agreement.

VII. LEGISLATIVE AUTHORITY

A. The Parties agree that the person(s) signing this Agreement has/have been authorized by appropriate legislative action by their respective legislative authorities.

VIII. OHIO LAW APPLIES

A. This Agreement shall be construed under and in accordance with the laws of the State of Ohio.

IX BINDING ON SUCCESSORS

A. This Agreement shall be binding on the parties and their office holders, officials, employees, agents, successors and assigns.

X. COMPLETE AGREEMENT

A. This Agreement sets forth the entire agreement among the Parties and supersedes any prior discussions, negotiations, or representations among them regarding its subject matter. This Agreement also supersedes any prior past practices between the Parties. No additions or changes to this Agreement shall be made or be binding on any party unless made in writing and signed by each party.

XI. SEVERABILITY

A. If any one or more of the provisions contained in this Agreement shall for *any* reason be held to be invalid, illegal, and/or unenforceable in any respect, such invalidity, illegality, and/or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such clause had

never been contained herein.

IN WITNESS WHEREOF, the Parties hereto have executed, or caused to be executed by their duly authorized officials, this agreement in duplicate, each of which shall be deemed an original on the date first above written.

CITY OF NORTH ROYALTON

BY: _____

WITNESS

PRINT: _____

TITLE _____

WITNESS

DATE: _____

**BOARD OF TOWNSHIP TRUSTEES
OF HINCKLEY TOWNSHIP**

TRUSTEE JAMES R. RHODES

WITNESS

TRUSTEE RON MAJEWSKI

WITNESS

TRUSTEE BILL HORTON

DATE: _____

This document was prepared by: Medina
County Prosecutor's Office For Hinckley
Township