

**COMMUNITY COST-SHARE AGREEMENT
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF NORTH ROYALTON**

This Agreement is made and entered into this _____ day of _____, 2019, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit “A”), and the City of North Royalton (City), acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 20__ (Exhibit “B”).

Recitals

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the “*Community Cost-Share Account*” that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, the District supports the Community Cost-Share State Road Storm Sewers project (the “Project”) as a Community Cost-Share project proposed by the City; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1.0 **City Obligations**

1.1 The City agrees to perform as follows:

- 1.1.1 Complete work as detailed in the District approved Community Cost-Share application. (Exhibit “C”)
- 1.1.2 Complete and submit Progress Reports when submitting Request for Payment as needed, or within 30 days of close of the Project, per Section 5.0 of the *Community Cost-Share Program Policy*.
- 1.1.3 Notify the City’s Watershed Team Leader at least 7 business days prior to the start of the Project.

- 1.1.4 Meet with District staff when requested to review the Project status.
 - 1.1.5 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City’s Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 District’s Obligations

- 2.1 The District agrees to perform as follows:
- 2.1.1. Allocate \$79,823.00 to the City for the Project from the City’s Community Cost-Share Account.
 - 2.1.2. Provide reimbursement of funds up to \$79,823.00 to the City within 60 days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.
 - 2.1.3. Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.
 - 2.1.4. Acknowledge the City in presentations or publications related to the Project.

Article 3.0 Dispute Resolution

- 3.01 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.
- 3.02 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representative	City Representative
Watershed Team Leader	Mark A. Schmitzer, P.E. City Engineer

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representative	City Representative
Director of Watershed Programs	Mark A. Schmitzer, P.E. City Engineer

- 3.03 If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.
- 3.04 Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

Article 4 **Remedies**

- 4.01 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio.

Article 5 **Counterpart Signatures**

- 5.01 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

Article 6 **Governing Law**

- 6.01 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

Article 7 **Disclaimer of Joint Venture**

- 7.01 This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

Article 8 **Authority to Execute**

- 8.01 Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

Article 9 **Exhibits**

The following exhibits are attached hereto and incorporated herein:

Exhibit “A” – District Resolution

Exhibit “B” – City Ordinance/Resolution

Exhibit “C” – District-Approved Community Cost Share Application

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties have executed this Agreement on the day and year first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

AND

BY: _____
Darnell Brown, President
Board of Trustees

CITY OF NORTH ROYALTON

By: _____
Robert A. Stefanik
Mayor

The Legal Form and Correctness of this
Instrument is hereby Approved:

CITY OF NORTH ROYALTON

Thomas A. Kelly
Director of Law

This Instrument Prepared By:
Katarina K. Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF NORTH ROYALTON

FOR

COMMUNITY COST-SHARE PROJECT:

STATE ROAD STORM SEWERS

Total Approximate Cost: \$79,823.00

The legal form and correctness of the within
instrument are hereby approved.

CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.

CHIEF FINANCIAL OFFICER

Date

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 114-13

Authorizing the Executive Director to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities.

WHEREAS, the Code of Regulations of the Northeast Ohio Regional Sewer District, Title V – Stormwater Management Code Chapter 9 outlines the Community Cost-Share Program developed to provide funds to District Member Communities for construction, operation and maintenance activities of community-specific stormwater management projects; and

WHEREAS, under the Community Cost-Share Program, 25% of the annual collected stormwater revenue from each Member Community will be held by the District in a Community Cost-Share account, whereby Communities, with review and approval by the District, through specific applications outlining the community-specific stormwater work to be performed can access reimbursement of their funds; and

WHEREAS, the District is seeking authority to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities for the purpose of detailing and memorializing responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

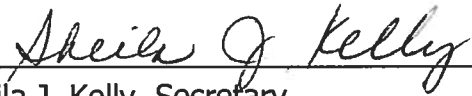
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program.

Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program under such terms and conditions that are satisfactory to the Director of Law and in the best interests of the District.

Section 3. That this Board authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the Stormwater Management Program Direct Billing Agreements with Member Communities.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mayor Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.



Sheila J. Kelly, Secretary

Board of Trustees

Northeast Ohio Regional Sewer District

EXHIBIT B

(Insert Member Community
Ordinance/Resolution)

EXHIBIT C



**Community Cost-Share Program
APPLICATION**

Member Community Information

Community: City of North Royalton

Primary Project Contact: Mark A. Schmitzer, P.E.
(Name & Title) City Engineer

Mailing Address: 11545 Royalton Road
North Royalton, OH 44133
(440) 582-3001

Phone Number: _____

Email: mschmitzer@northroyalton.org

Project Information

Project Title: State Road Storm Sewers

Address or Location of Project: 14600 State Road, north 1000', on the
west side of State Road

Project Start Date: July 2019

Project End Date: October 2019

Community Cost-Share Fund Request: \$79,823.00

Submission Date: June 20, 2019



Project Narrative

1) Project Summary (1,000 word maximum)

Describe the Project and include the following information, as applicable:

- Describe the Project and deliverables; provide a map if applicable
- Submit a deliverable worksheet listing tasks and deliverables with start dates and end dates for the significant benchmarks.
- List permitting requirements necessary to initiate and complete project and how the requirements will be met.

The City was awarded \$208,900 in Federal Funds to install a sidewalk on the west side of State Road from 14600 State Road (City Hall) north to connect to the existing sidewalk near Trumpeter Boulevard. This section of State Road currently has roadside ditches with driveway culverts to convey the storm water. The project proposes to enclose this system and install a storm sewer system in its place.

The reason for enclosing the ditch system is for safety. Now that a sidewalk will be next to the ditch, we felt that enclosing the deep ditches and installing a storm sewer system would better benefit the users of the sidewalk, as well as allow for a better maintained storm conveyance system for the City.

The project was just currently let for bidding and awarded the bid by ODOT in early April 2019. The construction schedule is attached.

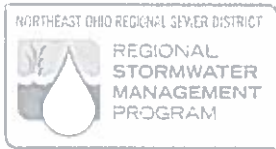


2) Ability to Provide Long Term Maintenance (500 word maximum)

Describe the plans for long-term maintenance, addressing the following question:

- Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?
- Provide documentation of scheduled maintenance and operation for completed stormwater project(s).

The City of North Royalton will own and maintain the proposed storm sewer system, as it will be installed within the public right-of-way. The Service Department inspects and cleans storm systems throughout the City on an annual basis based on age of the infrastructure, frequency of issues/concerns, as well as the last performed maintenance on the system.



*Community Cost-Share Program
Application*

3) Visibility and Public Outreach: (500 word maximum)

Public outreach is required if appropriate for your project.

- What audiences will be exposed to this Project (neighbors, students, community groups, general public)?

The residents and business owners directly adjacent to the project along State Road will be exposed to this project, as they will have a direct effect from the construction. The City will be hosting a meeting with the public prior to construction to inform all parties of the proposed improvements.



4) Budget Summary (500 words maximum)

The Budget Summary and Project Budget (*see page 3*) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

If an engineer's estimate is included with the application, indicate which line items are included in the Community Cost-Share Project application.

The project was designed by Richard L. Bowen & Associates, who serve as consultants to the City of North Royalton. As the City received Federal Funds for the project, the project was decided to have ODOT "let" the project. They will manage the construction based on the approved plans. I have included a copy of the bid award that breaks down the unit costs for the project and have highlighted those portions being requested as Community Cost-Share Funds.



Vendor Registration

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing http://www.neorsd.org/isupplier_homepage.php and completing the New Vendor Registration. If unsure of the Member Community vendor status, by initiating the New Vendor Registration a message of active registration will appear if currently registered as a vendor.

Project Budget

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services		
Personnel <i>(Member Community staff only)</i>		
Subcontract		
Equipment		
Materials		
Other	\$79,823.00	storm sewer pipe and structures
TOTAL	\$ 79,823.00	



Ohio Department of Transportation
Official Bid Tabulation
Jerry Wray, Director

Project No. 190234
PID 106748
CUY-North Royalton TLCI
Federal
Type: MISCELLANEOUS
Letting Date: 4/18/2019
Completion Date: 10/15/2019

Contract Awarded To: ECLIPSE CO LLC
Award Amount: \$252,784.00
Engineer's Estimate: \$200,000.00

Bidder 1

ECLIPSE CO LLC
11554 EAST WASHINGTON ST
Geauga
CHAGRIN FALLS, OH 44023
Bid \$252,784.00

Bidder 3

PERK COMPANY INC
8100 GRAND AVE SUITE 300

CLEVELAND, OH 44104-3110
Bid \$385,319.00

Bidder 2

C A AGRESTA CONSTRUCTION CO
4186 GREENVALE RD
Cuyahoga
CLEVELAND, OH 44121
Bid \$270,747.00

Ref #1	201E11000	CLEARING AND GRUBBING, (LUMP SUM)		
	Awd	\$4,632.60	\$4,632.60	
	2	\$4,000.00	\$4,000.00	
	3	\$4,500.00	\$4,500.00	
Ref #2	202E23000	PAVEMENT REMOVED, (94 SY)		
	Awd	\$14.00	\$1,316.00	
	2	\$15.00	\$1,410.00	
	3	\$35.00	\$3,290.00	
Ref #3	202E23010	PAVEMENT REMOVED, ASPHALT, (30 SY)		
	Awd	\$21.00	\$630.00	
	2	\$15.00	\$450.00	
	3	\$35.00	\$1,050.00	
Ref #4	202E30000	WALK REMOVED, (277 SF)		
	Awd	\$2.00	\$554.00	
	2	\$2.00	\$554.00	
	3	\$2.50	\$692.50	
Ref #5	202E35100	PIPE REMOVED, 24" AND UNDER, (298 FT)		
	Awd	\$18.50	\$5,513.00	
	2	\$15.00	\$4,470.00	
	3	\$35.00	\$10,430.00	
Ref #6	202E38201	GUARDRAIL REMOVED FOR REUSE, AS PER PLAN, (10 FT)		
	Awd	\$15.00	\$150.00	
	2	\$50.00	\$500.00	
	3	\$110.00	\$1,100.00	
Ref #7	202E58100	CATCH BASIN REMOVED, (1 EACH)		
	Awd	\$400.00	\$400.00	
	2	\$500.00	\$500.00	
	3	\$300.00	\$300.00	
Ref #8	203E10001	EXCAVATION, AS PER PLAN, (568 CY)		
	Awd	\$20.00	\$11,360.00	
	2	\$35.00	\$19,880.00	
	3	\$28.00	\$15,904.00	
Ref #9	203E20000	EMBANKMENT, (800 CY)		
	Awd	\$28.00	\$22,400.00	
	2	\$15.00	\$12,000.00	
	3	\$35.00	\$28,000.00	

Section 1 - ROADWAY - Totals

Awd	\$46,955.60
2	\$43,764.00
3	\$65,266.50

Ref #10	659E00301	TOPSOIL, AS PER PLAN, (174 CY)		
	Awd	\$62.00	\$10,788.00	
	2	\$50.00	\$8,700.00	
	3	\$48.00	\$8,352.00	
Ref #11	659E00501	SEEDING AND MULCHING, CLASS 1, AS PER PLAN, (1564 SY)		
	Awd	\$3.00	\$4,692.00	
	2	\$6.00	\$9,384.00	
	3	\$8.50	\$13,294.00	

Ref #12	659E20001	COMMERCIAL FERTILIZER, AS PER PLAN, (0.14 TON)	
	Awd	\$1,000.00	\$140.00
	2	\$500.00	\$70.00
	3	\$850.00	\$119.00
Ref #13	659E35000	WATER, (4.2 MGAL)	
	Awd	\$2.00	\$8.40
	2	\$25.00	\$105.00
	3	\$45.00	\$189.00
Ref #14	832E15001	STORM WATER POLLUTION PREVENTION PLAN, AS PER PLAN, (LUMP SUM)	
	Awd	\$2,835.00	\$2,835.00
	2	\$3,500.00	\$3,500.00
	3	\$6,500.00	\$6,500.00

Section 2 - EROSION CONTROL - Totals

Awd	\$18,463.40
2	\$21,759.00
3	\$28,454.00

Ref #15	611E04600	12" CONDUIT, TYPE C, (504 FT)	
	Awd	\$59.00	\$29,736.00
	2	\$75.00	\$37,800.00
	3	\$90.00	\$45,360.00
Ref #16	611E07600	18" CONDUIT, TYPE C, (119 FT)	
	Awd	\$59.00	\$7,021.00
	2	\$90.00	\$10,710.00
	3	\$110.00	\$13,090.00
Ref #17	611E09100	21" CONDUIT, TYPE C, (214 FT)	
	Awd	\$69.00	\$14,766.00
	2	\$120.00	\$25,680.00
	3	\$140.00	\$29,960.00
Ref #18	611E97800	SPECIAL - DRAINAGE(SPECIAL - CORE NEW HOLE IN EX. , (LUMP SUM)	
	Awd	\$4,200.00	\$4,200.00
	2	\$1,500.00	\$1,500.00
	3	\$800.00	\$800.00
Ref #19	611E98450	CATCH BASIN, NO. 2-2A, (6 EACH)	
	Awd	\$1,800.00	\$10,800.00
	2	\$1,500.00	\$9,000.00
	3	\$1,900.00	\$11,400.00
Ref #20	611E98511	CATCH BASIN, NO. 2-3, AS PER PLAN, (7 EACH)	
	Awd	\$1,900.00	\$13,300.00
	2	\$2,500.00	\$17,500.00
	3	\$2,700.00	\$18,900.00

Section 3 - DRAINAGE - Totals

Awd	\$79,823.00
2	\$102,190.00
3	\$119,510.00

Ref #21	204E10000	SUBGRADE COMPACTION, (655 SY)	
	Awd	\$5.00	\$3,275.00
	2	\$1.00	\$655.00
	3	\$3.50	\$2,292.50
Ref #22	255E20000	FULL DEPTH PAVEMENT SAWING, (304 FT)	
	Awd	\$6.00	\$1,824.00
	2	\$3.00	\$912.00
	3	\$2.50	\$760.00
Ref #23	304E20001	AGGREGATE BASE, AS PER PLAN, (22 CY)	
	Awd	\$76.00	\$1,672.00
	2	\$75.00	\$1,650.00
	3	\$70.00	\$1,540.00
Ref #24	451E10011	6" REINFORCED CONCRETE PAVEMENT, CLASS QC1, AS PER, (134 SY)	
	Awd	\$61.00	\$8,174.00
	2	\$80.00	\$10,720.00
	3	\$95.00	\$12,730.00
Ref #25	608E10001	4" CONCRETE WALK, AS PER PLAN, (4726 SF)	
	Awd	\$7.00	\$33,082.00
	2	\$8.00	\$37,808.00
	3	\$13.50	\$63,801.00
Ref #26	690E50350	SPECIAL - MAILBOX REMOVED AND RESET, (3 EACH)	
	Awd	\$200.00	\$600.00
	2	\$200.00	\$600.00
	3	\$250.00	\$750.00

Section 4 - PAVEMENT - Totals

Awd	\$48,627.00
2	\$52,345.00
3	\$81,873.50

Ref #27	638E10800	VALVE BOX ADJUSTED TO GRADE, (7 EACH)	
	Awd	\$250.00	\$1,750.00
	2	\$200.00	\$1,400.00
	3	\$850.00	\$5,950.00
Ref #28	638E10900	SERVICE BOX ADJUSTED TO GRADE, (7 EACH)	
	Awd	\$250.00	\$1,750.00
	2	\$200.00	\$1,400.00
	3	\$175.00	\$1,225.00

Section 5 - WATER WORK - Totals

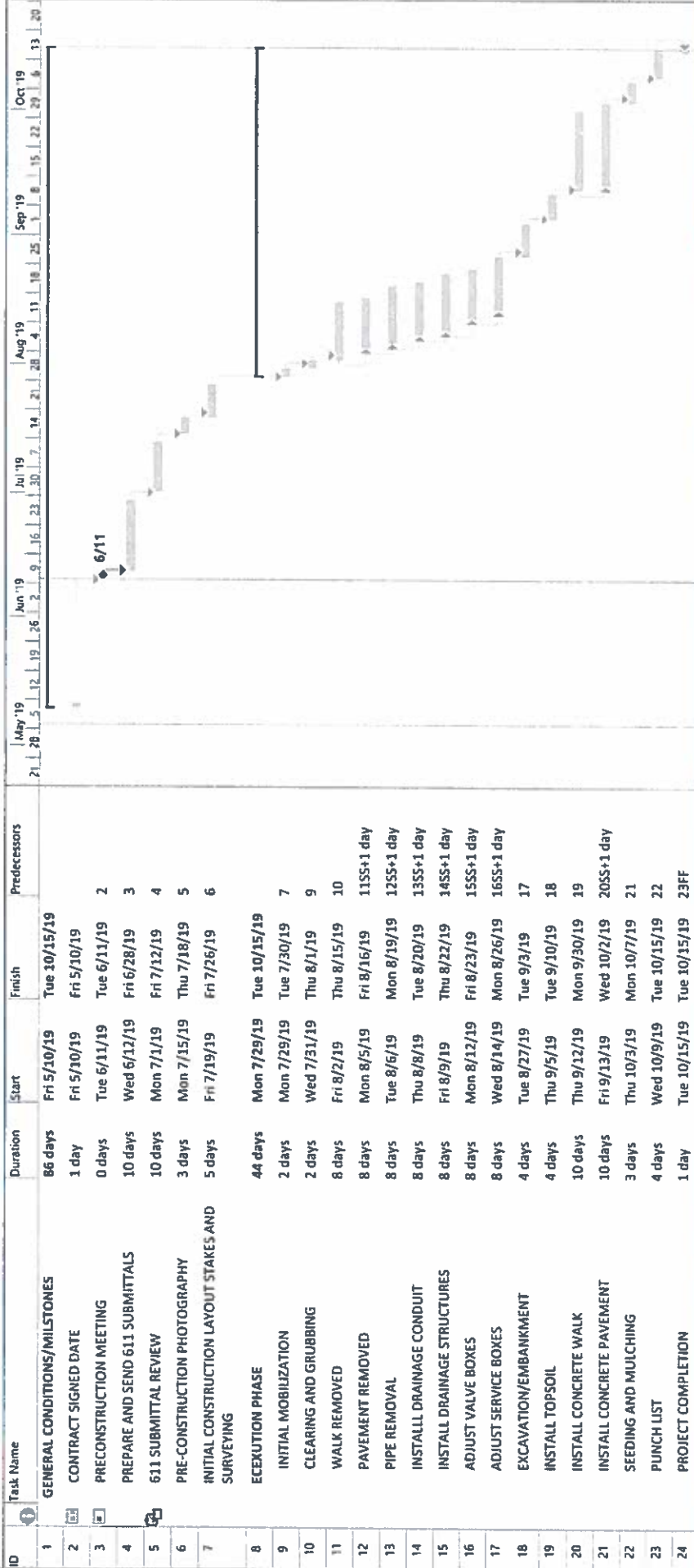
Awd	\$3,500.00
2	\$2,800.00
3	\$7,175.00

Ref #29	103E05000	PREMIUM FOR CONTRACT PERFORMANCE BOND AND FOR PAYM, (LUMP SUM)	
	Awd	\$10,000.00	\$10,000.00
	2	\$4,000.00	\$4,000.00
	3	\$4,700.00	\$4,700.00

Ref #30	614E11001	MAINTAINING TRAFFIC, AS PER PLAN, (LUMP SUM)	
	Awd	\$30,000.00	\$30,000.00
	2	\$25,000.00	\$25,000.00
	3	\$61,840.00	\$61,840.00
Ref #31	623E10001	CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER P, (LUMP SUM)	
	Awd	\$3,400.00	\$3,400.00
	2	\$4,000.00	\$4,000.00
	3	\$5,500.00	\$5,500.00
Ref #32	624E10000	MOBILIZATION, (LUMP SUM)	
	Awd	\$10,000.00	\$10,000.00
	2	\$11,889.00	\$11,889.00
	3	\$6,500.00	\$6,500.00
Ref #33	690E20010	SPECIAL - AS-BUILT CONSTRUCTION PLANS, (LUMP SUM)	
	Awd	\$1,500.00	\$1,500.00
	2	\$2,000.00	\$2,000.00
	3	\$3,500.00	\$3,500.00
Ref #34	690E98400	SPECIAL - PRE-CONSTRUCTION PHOTOGRAPHY, (LUMP SUM)	
	Awd	\$515.00	\$515.00
	2	\$1,000.00	\$1,000.00
	3	\$1,000.00	\$1,000.00

Section 6 - INCIDENTALS - Totals

Awd	\$55,415.00
2	\$47,889.00
3	\$83,040.00



Task: Project Summary Manual Task Start-only Deadline

Spkt: Inactive Task Duration-only Finish-only Progress

Milestone: Inactive Milestone Manual Summary Rollup External Tasks Manual Progress

Summary: Inactive Summary Manual Summary External Milestone Manual Progress