

**VILLAGE OF BOSTON HEIGHTS**  
**45 E. Boston Mills Road**  
**Hudson, OH 44236**

**SPECIAL COUNCIL MEETING**

**AUGUST 23, 2011 at 6:45 pm**

**AGENDA**

ROLL CALL  
PLEDGE OF ALLEGIANCE  
APPROVAL OF AGENDA

RESOLUTION X – 2011      A RESOLUTION AUTHORIZING THE  
MAYOR TO ENTER INTO A MEMORANDUM  
OF UNDERSTANDING BETWEEN THE  
STATE OF OHIO, DIRECTOR OF  
TRANSPORTION FOR THE PROJECT  
KNOWN AS "THE SLIDE REPAIR ON STATE  
ROUTE 303" AND DECLARING AN  
EMERGENCY

ADJOURN

CAROL ZEMAN, Clerk-Treasurer

A RESOLUTION AUTHORIZING THE  
MAYOR TO ENTER INTO A  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE STATE OF OHIO,  
DIRECTOR OF TRANSPORTATION FOR  
THE PROJECT KNOWN AS " THE  
SLIDE REPAIR ON STATE ROUTE 303"  
AND DECLARING AN EMERGENCY

WHEREAS, the State of Ohio, Department of Transportation (ODOT) and the Village of Boston Heights have agreed that an emergency project is necessary for a slide repair on State Route 303 and that said project is related to the emergency event declared on May 16, 2011:

NOW THEREFORE, BE IT RESOLVED by the Village of Boston Heights, County of Summit, State of Ohio:

SECTION 1: Being in the best interest of the Village of Boston Heights this Council gives authority to the Mayor of the Village to enter into the "Memorandum of Understanding", attached hereto as Exhibit A, which gives consent to the Director of Transportation to complete the project as described:

SECTION 2: The Village of Boston shall cooperate with the Director of Transportation in the project as described in the attached Exhibit A:

SECTION 3: This Resolution is hereby declared to be an emergency measure to expedite the highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

SECTION 4: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

PASSED:

BILL GONCY, MAYOR

ATTEST:

CAROL ZEMAN, Clerk-Treasurer

I, CAROL ZEMAN, Clerk of the Village of Boston Heights, Summit County, Ohio, do hereby certify that the foregoing Resolution - 2011, was duly passed by the Council of the Village of Boston Heights, County of Summit, State of Ohio at a meeting of Council on the 23,h day of August, 2011.

CAROL ZEMAN, Clerk of the Village Of Boston Heights

**MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION ("ODOT") AND THE VILLAGE OF BOSTON HEIGHTS FOR EMERGENCY PROJECT EVENT YEAR AND SEQUENCE 2011, DISASTER NUMBER 2**

This Memorandum of Understanding (MOU) is made between the Ohio Department of Transportation, (ODOT), having an address of 1980 West Broad Street, Columbus, Ohio 43223 and the Village of Boston Heights (Village), having an address of 45 East Boston Mills Road, Boston Heights, Ohio 44236.

1. PURPOSE

- 1.1 Section 5501.03(A)(3) of the Ohio Revised Code (O.R.C.) provides that the Director of Transportation may coordinate the activities of the Department of Transportation with other appropriate public authorities and enter into contracts with such authorities as necessary to carry out its duties, powers and functions.
- 1.2 The Village and ODOT agree that an emergency project is necessary for a slide repair on State Route 303 and is related to the emergency event declared on May 16, 2011.
- 1.3 ODOT and the Village agree that it is in the Village's best interest to proceed with seeking federal funds for the emergency project. The FHWA Emergency Program allows for 100% federal eligibility for work performed within 180 days of the event's declared disaster date and 80% for work performed after 180 days of the event's declared disaster date. The amount of federal participation is declared on the Disaster Survey Form (DSR).
- 1.4 ODOT and the Village agree that for the work performed after 180 days of the events declared disaster date that the 20% federal matching requirement will be paid by the Village. Should the emergency project costs exceed the estimated amount allotted by the federal government, the Village will pay 100% of the additional amount needed to complete the emergency project.
- 1.5 The Village agrees that they will take this agreement to their next council meeting on August 23rd, 2011 to be formally approved.

2. EFFECTIVE DATE; TERMINATION

- 2.1 This MOU shall commence upon valid execution by the parties and shall expire following the satisfaction of all financial obligations, or upon the passage of legislation, whichever occurs first.

3. GENERAL PROVISIONS

- 3.1 The parties agree that the rights granted under this MOU shall be used solely by each other and that such rights are non-transferable or assignable without the express written consent of all

parties.

32 This MOU shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.

33 This MOU constitutes the entire agreement between the parties, and any changes or modifications to this MOU shall be made and agreed to by ODOT and the Village in writing.

34 This MOU shall be amended by a separate writing signed by all of the parties. Each amendment shall be incorporated as if fully rewritten into this agreement.

35 This MOU is subject to the determination by the parties that sufficient funds have been appropriated by the General Assembly to the respective agency for the purposes of this MOU and to the certification of funds by the Office of Budget and management, as required by Ohio Revised Code Section 126.07. If any party determines that sufficient funds have not been appropriated for the purpose of this MOU, or if the Office of Budget and Management fails to certify the availability of funds, this MOU will terminate on the date that funding expires, without any further obligation of the parties.

4. SIGNATURES

4.1 Any person executing this Contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

IN WITNESS WHEREOF, the parties hereunto have caused the MOU to be duly executed in duplicate as of the last day and year written below.

STATE OF OHIO, DEPARTMENT OF  
TRANSPORTATION

THE VILLAGE OF BOSTON HEIGHTS

By:  
Jerry Wray, Director

By:  
Name: Bill Goncy

Title: Mayor

Date:

Date:

THE VILLAGE OF BOSTON HEIGHTS

"Approved as to form by Village Solicitor"

By: \_\_\_\_\_

Name: Marshal Pitchford

Title: Solicitor

Date: