

ORDINANCE NO. 2023-57 FIRST READING SEPTEMBER 11, 2023
INTRODUCED BY: MARK PORTER SECOND READING SEPTEMBER 25, 2023
THIRD READING WAIVED

AN ORDINANCE APPROVING THE CONTRACT AGREEMENT BETWEEN THE VILLAGE OF SOUTH RUSSELL AND CHAGRIN RIVER WATERSHED PARTNERS FOR TECHNICAL ASSISTANCE OF THE VILLAGE HALL AND PARK WETLAND REMEDIATION AT A COST NOT TO EXCEED \$35,887, AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AGREEMENT ON BEHALF OF THE VILLAGE, AND DECLARING AN EMERGENCY.

WHEREAS, the Village of South Russell is required by the Ohio Environmental Protection Agency (“OEPA”) to remediate the impacts to a portion of the wetland restoration area at Village Hall that occurred during the installation of the Village’s Central Retention Basin;

WHEREAS, with the approval of the OEPA, the Village of South Russell will complete the remediation off-site at the Village Park, restoring an equivalently sized area at the Village Park of approximately .22 acres; and

WHEREAS, Council for the Village of South Russell desires to retain the services of Chagrin River Watershed Partners (“CRWP”) to assist the Village in this wetland remediation pursuant to the terms of the Contract Agreement between the Village and CRWP, which Contract Agreement is hereby attached and incorporated herein by reference as Attachment 1, for an amount not to exceed \$35,887.00 for CRWP’s services.

NOW, THEREFORE, BE IT ORDAINED, by the Council of the Village of South Russell, Geauga County, Ohio that:

Section 1. The Council of the Village of South Russell hereby approves and accepts the Contract Agreement, which is attached hereto as Attachment 1, in an amount not to exceed \$35,887.00 to CRWP for its services pursuant to the Contract Agreement.

Section 2. The Council of the Village of South Russell hereby authorizes the Mayor to enter into the Contract Agreement on behalf of the Village of South Russell for CRWP to provide such services to the Village.

Section 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

Section 4. This Ordinance is hereby declared to be an emergency measure for the immediate preservation of the public peace, health, and safety of the Village of South Russell and to immediately allow CRWP to provide its services and assistance to the Village to complete this wetland remediation. Wherefore, provided it receives two-thirds (2/3) of the votes of all members elected to Council, this Ordinance shall be in full and effect from and immediately upon its passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

William J. Kome
Mayor- President of Council

ATTEST:

Danulle Romanowski
Fiscal Officer

I certify that Ordinance No. 2023-57 was duly enacted on the 25th day of SEPTEMBER, 2023 by the Council of the Village of South Russell and published in accordance with the Ordinances of the Village.

Danulle Romanowski
Fiscal Officer



CONTRACT AGREEMENT

Village of South Russell Village Hall and Park Wetland Remediation Technical Assistance

Village of South Russell Project Contact, Address & Telephone:

William George Koons, Mayor, 5205 Chillicothe Road, Chagrin Falls, Ohio, 44022, (440)227-1346

CRWP Project Contact, Address & Telephone:

Josh Myers PO Box 229 Willoughby, Ohio 44096-0229 (440) 975-3870 Ext. 1007

Contract Period:

September 1, 2023 – December 31, 2023

SECTION A: PURPOSE AND BACKGROUND

The purpose of this contract (“Contract Agreement”) is to formalize the relationship between the Chagrin River Watershed Partners, Inc. (hereafter referred to as CRWP) and the Village of South Russell (hereafter referred to as the Village) regarding the completion of wetland restoration activities to remediate impacts to the Ohio Environmental Protection Agency Section 319 grant-funded wetland restoration site at Village Hall (hereafter referred to as the Project).

The parties to this Contract Agreement hereby recognize the following background:

1. CRWP is a non-profit corporation that preserves and enhances the scenic and environmental quality of the ecosystem of the Chagrin River, Lake Erie and other Ohio watersheds. CRWP assists members and partner watershed organizations with addressing current, and minimizing new, flooding, erosion, and water quality problems through better planning, zoning, and land use controls and practices.
2. The Village completed a wetland restoration project at Village Hall which was funded in part by the Ohio Environmental Protection Agency (EPA) Section 319 Grant Program (Project # 18(h)EPA-07). A portion of the wetland restoration area (approximately 0.22 acres) was impacted by the installation of a stormwater detention basin in 2022. The Ohio EPA requires remediation of these wetland impacts per their letter to the Village dated May 26, 2023. The Village prefers to complete the wetland remediation off-site at Village Park rather than on-site at Village Hall; Ohio EPA has confirmed that restoring an equivalently-sized area (approximately 0.22 acres) at Village Park is acceptable.
3. The Village has requested CRWP’s technical assistance with completing the wetland remediation work to the satisfaction of Ohio EPA.
4. The Village is a Member of CRWP in good standing.

SECTION B: VILLAGE COMMITMENTS

Under this Contract Agreement, the Village agrees to the following:

1. Utilize CRWP for the wetland remediation activities associated with the Project as described in this Contract Agreement.



2. Include CRWP in meetings and presentations related to the Project and provide CRWP with any supporting material necessary to fulfill the above commitments.
3. Provide legal and engineering review to ensure the project complies with local regulations and requirements. Review CRWP documents associated with the Project and ensure they meet the requirements of the Village.
4. Waive any review and permitting fees required by the Village for the Project.
5. Provide engineering oversight on behalf of the Village during Project construction.
6. Coordinate with CRWP to provide final Project acceptance.
7. If required by Ohio EPA, the Village will pay for any costs associated with placement of an environmental covenant over the Project area footprint.
8. Maintain the Project in good and safe order, condition, and repair at all times in compliance with all applicable laws for the useful life of the Project.

SECTION C: CRWP COMMITMENTS

Under this Contract Agreement, CRWP agrees to the following:

1. Develop the Request for Proposals (RFP) to select a design-build team experienced in successful wetland restoration projects, provide the Village an opportunity to review and provide requested edits to the RFP, issue the RFP, and manage the RFP process in coordination with the Village.
2. In coordination with the Village, organize a proposal review and scoring process, form a proposal review and scoring committee, and work with the committee to select the design-build team for the Project.
3. Contract with the selected design-build team to perform the Project work, which includes all design, permitting, construction, and other activities related to the completion of wetland remediation at Village Park. CRWP will require that the selected design-build team obtain any necessary local, state, or federal permits prior to initiating the Project work.
4. Provide technical review of wetland restoration design plans to ensure alignment with local watershed plans and park plans. Coordinate review by the Village, CT Consultants, and Ohio EPA to confirm approval of the design plans.
5. Facilitate communication between the Village, CT Consultants, Ohio EPA, and any other partners as necessary.
6. Provide on-site wetland restoration construction oversight as needed in coordination with the Village, CT Consultants, and Ohio EPA.



7. Perform its obligations under this Contract Agreement on a timely basis and as necessary to enable the Village to complete the Project activities to the satisfaction of Ohio EPA.

SECTION D: SPECIFIC PROGRAM REQUIREMENTS

1. Each party to this Contract Agreement and its employees shall be solely responsible to defend itself against any claim, demand, or cause of action arising out of the negligent act, error, or omission of that party, servants, or employees in the performance of services under this Contract Agreement.
2. Each party must comply with all laws and be responsible for all effects or actions resulting from its performance under this Contract Agreement.
3. CRWP shall complete all reimbursable activities and submit written request for reimbursement within the contract period as detailed below.

SECTION E: PAYMENTS

1. The Village hereby offers funding not to exceed \$35,887.00 for CRWP to complete the activities outlined in Section C. The Village and CRWP agree that in the event that consultant proposals exceed \$35,887.00, the Village will allocate any additional funds that may be necessary to complete the Project and enter into a written amendment to this Contract Agreement such that CRWP bears no cost in the Project without reimbursement from the Village. If CRWP does not receive one or more proposals from qualified firms capable of completing the Project work, CRWP is not obligated to deliver the Project and the Village will renegotiate the Project cost or take other appropriate action.
2. To receive payment, CRWP must file an invoice for activities related to completion of this Contract Agreement. CRWP will maintain records of all staff labor and expenses for this Project.
3. Eligible costs under this Contract Agreement include contractor expenses and staff time at CRWP's member rate and mileage charged at the federal rate for assistance provided to the Village during the Contract Agreement period. The average member rate for CRWP staff that will be involved in delivering these services is \$68.90/hour.
4. Upon submission of CRWP invoice(s) for staff time spent on activities related to completion of this Contract Agreement, the Village will release payment within 30 days of receipt of invoice.

SECTION F: GENERAL TERMS AND CONDITIONS

1. The Village and CRWP may modify this Contract Agreement by mutual written agreement.
2. If the Village and/or CRWP fail to perform its obligations under this Contract Agreement and do not cure such non-performance within thirty (30) days after receipt of written notice of such non-performance, the party that asserted the non-performance may terminate this



Contract Agreement or determine that such failure does not warrant termination. In either case, CRWP may require the Village to reimburse for any work performed in accordance with this Contract Agreement up until the termination of this Contract Agreement.

3. CRWP or the Village may terminate this Contract Agreement, in whole or in part, without liability, if either party determines that continued operation of this Contract Agreement will result in the violation of a Federal statute or regulation, or that termination would be in the public interest.
4. This contract shall be carried out in accordance with all applicable Local, State, and Federal statutes and regulations.
5. Any and all disputes arising under this Contract Agreement shall be brought in a court of competent jurisdiction in the appropriate County in Ohio.

SECTION G: CONTRACT AGREEMENT EFFECTIVE DATE

This Contract Agreement is effective when signed by the Village and CRWP. Except as otherwise provided for herein, this Contract Agreement may not be terminated or modified unless by mutual written agreement between the parties. In the event that a statute is enacted during the period of this Contract Agreement that would materially change the terms and conditions of this Contract Agreement, CRWP may require the Village to elect between modifying this Contract Agreement consistent with the provisions of such statute or contract termination.

The following organizations acknowledge receipt of this Contract Agreement from CRWP and agree to its terms and conditions.

_____ Date _____
William A. Tomko, Board President
Chagrin River Watershed Partners, Inc.

William G. Koons Date 9-26-2023
William G. Koons, Ph.D.
South Russell Mayor