

RESOLUTION NO. 2025-122

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AGREEMENT WITH CHAGRIN RIVER WATERSHED PARTNERS, INC. NECESSARY TO THE OSBORNE PARK COASTAL WETLANDS PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, Chagrin River Watershed Partners, Inc. (“CRWP”) is a non-profit corporation that enhances the scenic and environmental quality of the ecosystem of the Chagrin River, Lake Erie and other Ohio watersheds; and

WHEREAS, the City of Willoughby (“City”) is a Member in good standing of the CRWP; and

WHEREAS, the Osborne Park Coastal Wetlands Project is a floodplain, shoreline, and bluff restoration and recreational trail improvement project at City-owned Osborne Park along Lake Erie; and

WHEREAS, the City has secured multiple sources of local, state, and federal funding (Grant Funds) to support the Project; and

WHEREAS, the City has requested CRWP’s project management and technical assistance in implementing the National Fish and Wildlife Foundation’s National Coastal Resilience Fund (“NFWF NCRF”) Grant necessary to the Project as follows:

- a) Provide administration of the Grant Funds on behalf of the City;
- b) Provide management of the Project;
- c) Provide technical assistance to the City for the Project including, but not limited to, design plans, permit coordination, construction oversight, and post-construction monitoring; and
- d) Plan and coordinate public engagement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILLOUGHBY, THE COUNTY OF LAKE, AND THE STATE OF OHIO:

SECTION 1. That the Mayor is hereby authorized to enter into a Contract Agreement with Chagrin River Watershed Partners, Inc. necessary to the Osborne Park Coastal Wetlands Project; said Agreement substantially in the form attached hereto and incorporated herein as if fully rewritten.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were conducted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such actions were conducted in meetings open to the public in compliance with all legal requirements including Chapter 107 of the Codified Ordinances of the City of Willoughby.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the inhabitants of the community; and for the further reason to prepare for implementation of the Project; and provided that it receives the affirmative vote of two-thirds of the members elected to Council, it shall be in full force and take effect immediately upon its adoption by Council and approval by the Mayor; otherwise, it shall be in full force and take effect from and after the earliest period allowed by law.

Adopted: October 7, 2025 [Signature]
President of Council

Attest: [Signature]
Clerk of Council

Date: 10/7/25 Approved: [Signature]
Mayor

Submitted to the Mayor for his approval on this 7th day of October, 2025.

[Signature]
Clerk of Council



CONTRACT AGREEMENT

City of Willoughby

*Creating Coastal Wetlands and Enhancing Nearshore Habitat in Osborne Park
Project Management and Technical Assistance*

City of Willoughby Project Contact, Address & Telephone:

Robert A. Fiala, Mayor, One Public Square, Willoughby, Ohio 44094, (440) 953-4124

CRWP Project Contact, Address & Telephone:

Josh Myers, Associate Director, PO Box 229 Willoughby, Ohio 44096-0229, (440) 491-8315

Contract Period:

October 8, 2025 – September 30, 2028

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 City of Willoughby (hereafter referred to as the City) regarding the administrative and technical management of a floodplain, shoreline, and bluff restoration and recreational trail improvement project at Osborne Park (Lake County Parcel No. 27-B-057-0-00-002-0) along Lake Erie owned by the City (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 City has applied for and secured multiple sources of local, state, and federal funding (Grant Funds) to support the Project. The principal award is a \$3,000,000 grant from the National Fish and Wildlife Foundation’s National Coastal Resilience Fund (NFWF NCRF; Grant ID 0318.25.084763). Additional funding includes \$2,000,000 from the State of Ohio One-Time Strategic Community Investments Grant, \$500,000 from the Lake Development Authority Lakeshore Improvement Grant, \$900,000 in ARPA funds, and \$900,000 from City property sale revenues. The estimated total project cost is approximately \$6.5 million to \$9 million depending on phasing and final construction costs.
3. The City has requested CRWP’s project management and technical assistance in implementing the NFWF NCRF funds.
4. The City is a Member of CRWP in good standing.



SECTION B: CITY COMMITMENTS

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

1. Utilize CRWP for project management and technical assistance associated with the Project as described in this Contract Agreement.
2. Provide CRWP with access to NFWF's EasyGrants system, and copies of all grant documentation and information, including contracts with funding agencies, Project accounting, expenditures, and any completed Project deliverables to date.
3. Include CRWP in meetings and presentations related to the Project.
4. 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 City.
5. Enter into contracts with the selected design, engineering, and construction contractors (including SmithGroup and Mark Haynes Construction) to perform the Project work. Following CRWP's assistance in preparing funding reimbursement or disbursement requests, and in accordance with the administrative and financial requirements of the Grant Funds, the City will provide timely payment to the selected contractors for Project-related expenses.
6. Provide engineering and permitting oversight on behalf of the City during Project construction.
7. Track and document Project expenditures and other information in accordance with the requirements of the Grant Funds and provide information to CRWP as needed for grant administration and reporting.
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. Grant Administration:
 - a) Lead and manage the NFWF NCRF Project accounting in coordination with the City's Finance Director.
 - b) Prepare semi-annual programmatic and financial reporting and reimbursement requests for review by the City and submit to NFWF.
 - c) Coordinate with NFWF regarding modifications to funding scope, budget, or timeline.
2. Project Management:
 - a) Lead Project kickoff meetings and subsequent meetings.
 - b) Manage sequencing of Project tasks to ensure timely Project completion.



- c) Facilitate communication between the City, grant funders, and any other partners as necessary.
3. Technical Assistance:
 - a) Provide technical input on design and planting plans.
 - b) Assist with permitting coordination as requested by the City.
 - c) Provide construction oversight support in coordination with the City's engineer and SmithGroup.
 - d) Conduct post-construction monitoring:
 - i. Bi-annual measurement of beach retention (following storm events).
 - ii. Annual vegetation monitoring for coastal and upland wetland and bluff restoration areas.
 4. Public Engagement:
 - a) Plan and conduct one public meeting prior to construction.
 - b) Organize a volunteer planting event near the end of construction.
 - c) Coordinate at least two bluff restoration/maintenance sessions.
 - d) Coordinate annual beach cleanup events for three years post-construction.

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 City hereby offers funding not to exceed \$59,200.00 for CRWP to complete the activities outlined in Section C.
2. To receive payment, CRWP must file an invoice for activities related to completion of this Contract Agreement on a monthly or quarterly basis. CRWP will maintain records of all staff labor and expenses for this Project.
3. Eligible costs under this contract include staff time at CRWP's member rate and mileage charged at the federal rate for assistance provided to the City during the contract period.
4. Upon submission of CRWP invoice(s) for staff time spent on activities related to completion of this Contract Agreement, the City will release payment within 30 days of receipt of invoice.



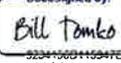
SECTION F: GENERAL TERMS AND CONDITIONS

1. The City and CRWP may modify this Contract Agreement by mutual written agreement.
2. If the City 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 City to reimburse for any work performed in accordance with this Contract Agreement up until the termination of this Contract Agreement.
3. CRWP or the City 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 City 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 City 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.

DocuSigned by:

 92341000110047E _____ Date 10/2/2025
 William A. Tomko, Board President
 Chagrin River Watershed Partners, Inc.

_____ Date _____
 Robert A. Fiala, Mayor
 City of Willoughby