

RESOLUTION NO. 2025-149

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT AGREEMENT NOT TO EXCEED \$76,200 WITH CHAGRIN RIVER WATERSHED PARTNERS, INC. NECESSARY TO THE FLOODPLAIN RESTORATION AND RECREATIONAL TRAIL IMPROVEMENTS, COMMENCING IN 2026, 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 Floodplain Restoration and Recreational Trail Improvements Project is a floodplain restoration and recreational trail improvement project on a City-owned 105-acre parcel of property along the Chagrin River; 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 with completing the Project as follows:

- a) Provide administration of the Grant Funds on behalf of the City;
- b) Provide overall management of the Project;
- c) Provide technical assistance to the City for the Project including, but not limited to, Request for Proposals, contract documents, technical review of Project design plan, and on-site Project construction oversight, as needed; and
- d) Perform obligations under this Contract Agreement as necessary to enable the City to complete the Project to the satisfaction of the grant funders.

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 not to exceed \$76,200 with Chagrin River Watershed Partners, Inc. necessary to the Floodplain Restoration and Recreational Trail Improvements Project and commencing in 2026; 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 continue with the 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: December 16, 2025 [Signature]
President of Council

Attest: [Signature]
Clerk of Council

Date: 12.17.25 Approved: [Signature]
Mayor

Submitted to the Mayor for his approval on this 17th day of December, 2025.

[Signature]
Clerk of Council



CONTRACT AGREEMENT

City of Willoughby Floodplain Restoration and Recreational Trail Improvements 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:

Kim Brewster Shefelton, Deputy Director, PO Box 229 Willoughby, Ohio 44096-0229, (440) 468-6369

Contract Period:

January 1, 2026 – December 31, 2027

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 restoration and recreational trail improvement project on a 105-acre property (Lake County Parcel No. 27-A-031-0-00-027-0) along the Chagrin River 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/or secured multiple sources of local, state, and federal funding (Grant Funds) to support the Project. Each funding source requires distinct deliverables, timelines, administrative requirements, and limitations.
3. The City contracted with CRWP from November 1, 2023 through December 31, 2025 to assist the City with project management, partner coordination, grant-seeking, grant administration, contractor procurement, and other technical services during initial stages of the Project. As the Project proceeds, the City has requested CRWP’s additional project management and technical assistance for next phases of the Project.
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 copies of all grant documentation and information, including contracts with funding agencies and information regarding 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 contract with the selected design-build contractor(s) to perform the Project work (completed March 2025). Following CRWP's assistance in preparing funding reimbursement or disbursement requests and in accordance with the administrative and financial requirements of the Grant Funds, City will provide timely payment to the selected design-build restoration contractor(s) for Project-related expenses.
6. Provide engineering 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. Provide administration of the Grant Funds on behalf of the City, including the following:
 - a) lead and manage overall Project accounting, including documentation of all project expenditures, in coordination with the City's Finance Director;
 - b) preparation of necessary grant reporting and funding reimbursement or disbursement requests for review by the City. At the City's request, CRWP can submit reporting and funding requests directly to the grant funders on behalf of the City;
 - c) coordination with grant funders regarding any required modifications to funding scope, budget, or timeline;
 - d) assist the City with pursuing additional funding opportunities, as requested by the City and to the extent feasible within the Contract Agreement budget (full grant writing services may require a separate service contract); and
 - e) other administrative oversight over the Project.



2. Provide overall management of the Project, including the following:
 - a) lead meetings to review Project progress with the City and all Project partners;
 - b) manage sequencing of Project tasks to ensure timely Project completion; and
 - c) facilitate communication between the City, grant funders, and any other partners as necessary.

3. Provide the following technical assistance to the City for the Project:
 - a) CRWP will require that the selected design-build team obtain any necessary local, state, or federal permits prior to initiating the Project work;
 - b) provide technical review of Project design plans to ensure alignment with local watershed plans, park plans, regional trail plans, other plans, and community needs. Coordinate review by the City, the City's engineering consultant on retainer, grant funders, and other partners to confirm approval of the design plans;
 - c) provide on-site Project construction oversight as needed in coordination with the City and the City's engineering consultant on retainer; and
 - d) assist the City with any necessary public education and outreach associated with the Project, as requested by the City and to the extent feasible within the Contract Agreement budget. This may include public meetings, news releases, website updates, public tours, or other educational deliverables required by the Grant Funds.

4. Perform its obligations under this Contract Agreement on a timely basis and as necessary to enable the City to complete the Project activities to the satisfaction of grant funders.

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 \$76,200.00 for CRWP to complete the activities outlined in Section C.



2. CRWP will provide \$8,000.00 in additional services for activities related to completion of this Contract Agreement to the City at no charge to the City, supported through CRWP's service contract with Lake County Stormwater Management Department.
3. 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.
4. 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.
5. 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.
6. CRWP will monitor spenddown of the Contract Agreement funding and notify the City immediately if the scale or scope of assistance requested by the City is anticipated to exceed funding available through this Contract Agreement, so that the City can assist CRWP with prioritization of tasks or explore the possibility of separate service contract proposals from CRWP for additional assistance requests.

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.

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

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