

ORDINANCE NO. 2020 - 72

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

AN EMERGENCY ORDINANCE AUTHORIZING THE VILLAGE ENGINEER TO PREPARE PLANS AND SPECIFICATIONS AND TO ADVERTISE FOR BIDS, FOR THE CONSTRUCTION OF A SALT STORAGE FACILITY AT THE OAKWOOD VILAGE SERVICE GARAGE AND FOR THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT TO OBTAIN COST REIMBURSEMENTS FOR SUCH WORK AND DECLARING AN EMERGENCY

WHEREAS, the Oakwood Village Service Director has informed the Mayor and the Village Engineer that the existing salt storage facility located at the Oakwood Village Service Garage is in a state of disrepair and can no longer provide adequate protection against the Northeast Ohio climatic conditions; and

WHEREAS, the Village is currently operating under the Ohio EPA's National Pollutant Discharge Elimination System (NPDES) Storm Water General Permit Coverage (Small MS4 General Permit) which gives authorization to discharge to the surface waters of Ohio; and

WHEREAS, the Ohio EPA's (NPDES) Storm Water General Permit for a Small MS4 (Municipal Separate Storm Water System) requires the Village of Oakwood to provide effective storm water management by using a holistic system management approach known as Best Management Practices (BMPs); and

WHEREAS, the Ohio EPA's BMPs encourage Pollution Prevention and Good Housekeeping at all municipal facilities including, but not limited to maintenance areas, storage yards, waste transfer stations and salt storage areas; and

WHEREAS, municipal activities such as winter road maintenance, and in particular the storage of road salt, can release pollutants into MS4s that ultimately discharge to the surface waters of Ohio; and

WHEREAS, the Northeast Ohio Regional Sewer District (NEORS) provides funding to Member Communities, including the Village, for community specific storm water management projects under the Community Cost-Share Program; and

WHEREAS, the Village Engineer and the Service Director have been informed by NEORS that the construction of a new salt storage facility would effectively serve as a Pollution Prevention and Good Housekeeping BMP and thus qualify as a storm water management project eligible for Community Cost-Share Program funds; and

WHEREAS, the Village Engineer and the Service Director were successful in their application to the NEORS for the disbursement of Community Cost-Share Program funds associated with the construction of a new salt storage facility at the Oakwood Village Service Garage facility in the amount of Ninety Six Thousand Five Hundred Dollars (\$96,500.00) for such services.

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio that:

SECTION 1. The Mayor is hereby authorized and directed to execute a Community Cost Share Agreement, attached hereto and incorporated herein as Exhibit 1, and any other documents with the NEORSD as required for the disbursement of Community Cost Share Program funds in the total amount of Ninety Six Thousand Five Hundred Dollars (\$96,500.00) to provide services associated with the construction of a new salt storage facility at the Oakwood Village Service Garage facility in the Village of Oakwood.

SECTION 2. The Engineer be and is hereby authorized and directed to prepare all required plans and specifications for the construction of new salt storage facility at the Oakwood Village Service Garage facility and to advertise for bids. Such plans and specifications shall be placed on file with the Village of Oakwood prior to advertising for bids. Upon receipt of the bids, the Mayor shall provide all members of Council with a bid tabulation summary for each bidder prior to the Board of Control awarding any contract for the matters described in Section 1 hereof in accordance with the provisions contained in Ordinance 1994-80.

SECTION 3. Council hereby appropriates a sum not to exceed Ninety Six Thousand Five Hundred Dollars (\$96,500.00) for the purposes provided in Section 1 hereof. The Director of Finance be and is hereby authorized and directed to issue vouchers in the amounts and for the purposes as expressed in Section 1 hereof upon the award of contracts pursuant to Board of Control approval, said amounts to be charged to the Sewer Fund.

SECTION 4. This Ordinance 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 Village, the reason for the emergency being that the same relates to the daily operation of a municipal department, therefore, provided it receives two-thirds (2/3) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: August 25, 2020

Johnnie A. Warren III
Johnnie A. Warren III, President of Council

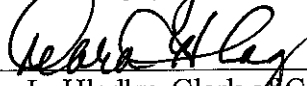
Debra L. Hladky
Debra L. Hladky, Clerk of Council

Presented to the Mayor August 27, 2020

Approved: August 27, 2020

Gary V. Gottschalk
Mayor, Gary V. Gottschalk

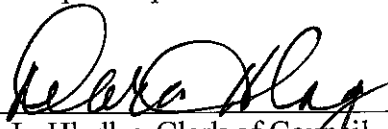
I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that the foregoing Ordinance No. 2020 - 72 was duly and regularly passed by this Council at the meeting held on the 25 day of August, 2020.



Debra L. Hladky, Clerk of Council

POSTING CERTIFICATE

I, Debra L. Hladky, Clerk of Council of the Village of Oakwood, County of Cuyahoga and State of Ohio, do hereby certify that Ordinance No. 2020 -72 was duly posted on the 28 day of August, 2020, and will remain posted for a period of fifteen (15) days thereafter in the Council Chambers and in not less than five (5) of the most public places in the municipality as determined by the Council of the said Village.



Debra L. Hladky, Clerk of Council

DATED: August 28 - 2020

**COMMUNITY COST-SHARE AGREEMENT
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
VILLAGE OF OAKWOOD**

This Agreement is made and entered into this _____ day of _____, 2020, 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 Village of Oakwood (Village) acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 2020 (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 Village 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 Salt Shed project (the "Project") as a Community Cost-Share project proposed by the Village; 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 Village Obligations

- 1.1 The Village 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 Village'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 Obtain all necessary legal agreements with affected property owners to perform the Project and to bind any successor in title to maintain compliance as specified in this Agreement between the District and the Village for the Project.
 - 1.1.6 Comply with all applicable local, state and federal requirements. This may include, but is not limited to, U.S. Army Corp of Engineers Section 404, Ohio EPA Section 401 water quality certification, and Ohio Department of Natural Resources Dam Safety Laws.
 - 1.1.7 If the Village fails to maintain the Project in accordance with this Agreement, the Village shall be liable for the full amount of any Community Cost-Share Program funds paid for the Project. Such amount shall be offset against the Village Community Cost-Share Account.
 - 1.1.8 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the Village's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
 - 1.1.9 Acknowledge the District on any public advertisement or outreach efforts including all publications and signage related to the Project which shall include the following disclaimer:

This project was funded in part or totally through the Northeast Ohio Regional Sewer District (NEORS D) Community Cost-Share Program in coordination with Village, under the provisions of the NEORS D Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORS D review and may not necessarily reflect the views of NEORS D, and no official endorsement should be inferred.
 - 1.1.10 Provide the District the opportunity to have design approval for any signage or public education and outreach efforts related to the Project.
 - 1.1.11 Permit the District to photograph the Project and to incorporate the Project into the District's overall public education and outreach efforts for stormwater management.
- 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 \$96,500.00 to the Village for the Project from the Village's Community Cost-Share Account.
 - 2.1.2 Provide reimbursement of funds up to \$96,500.00 to the Village within 60 days of receipt of a complete Request for Payment from the Village, 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 Village 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	Village Representative
Watershed Team Leader	Village 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	Village Representative
Director of Watershed Programs	Mayor

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" – Village Ordinance/Resolution
- Exhibit "C" – District-Approved Community Cost Share Application

Signatures on next page

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

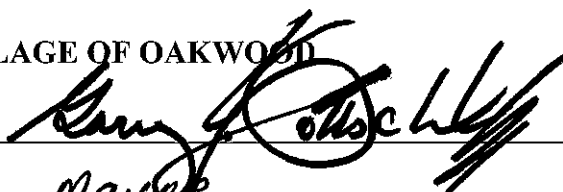
NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

AND

BY: _____
Darnell Brown, President
Board of Trustees

VILLAGE OF OAKWOOD

By:  _____
Title: Mayor

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

VILLAGE OF OAKWOOD

Assistant/Director of Law

This Instrument Prepared By:
Cyrus L. Patton
Associate 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.

[FOR NEORS D USE]

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

VILLAGE OF OAKWOOD

FOR

COMMUNITY COST-SHARE PROJECT:
SALT SHED

Total Approximate Cost: \$96,500.00

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

Budget Center 8100

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:

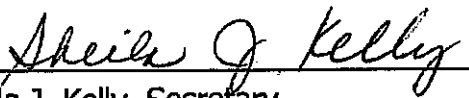
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities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

Primary Project Contact: Edward Hren, PE
(Name & Title) Village Engineer

Mailing Address: 22999 Forbes Rd, Suite B
Cleveland, OH 44146

Phone Number: 440-439-1999

Email: hren@cvelimited.com

Project Information

Project Title: Salt Shed

Address or Location of Project: Village of Oakwood
26018 Broadway Ave.

Project Start Date: 8-10-2020

Project End Date: 12-31-2020

Community Cost-Share Fund Request: \$96,500

Submission Date: 8/17/2020



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.

This project's purpose is to build a salt shed (50'x40', span tech type) for the Village of Oakwood.

The Village Engineer will survey the proposed site located on the Oakwood Service Garage property at 26018 Broadway Ave. See attached project location map. This initial step will be done to locate any storm drains to ensure that there will be no surface flow to any surrounding storm drains. All property lines and other site constraints will be located to determine the best location for the salt shed.

The Village Engineer will work with the Village to publish the needed bid documents and hire the contractor with the best bid to complete the project by November of 2020. The Village Engineer will be responsible for construction management and administer the project for the Village of Oakwood.

Deliverables:

Task Cost	Start Date	End Date	Responsible Party
Designs, survey, permitting and bidding \$14,500	8/10/2020	9/9/2020	Village Engineer
Select Contractor, Award contract	9/10/2020	9/30/2020	Village Engineer
Construct Salt Dome & contract administration \$80,000	10/1/2020	11/30/2020	Village Engineer
Submit Reimbursement and close out project \$2,000	12/1/2020	12/31/2020	Village Engineer

A building permit from the Village of Oakwood will be required to construct this project.



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 Oakwood Village and its employees will be in charge of the long term maintenance of the salt shed. The contractor who installs the salt shed will communicate any needed long term maintenance needs to the Service Director/Building Chief. The Village will also work with its Minimum Control Measure #6 "Good Housekeeping" facilitator to provide long term and short term maintenance training to Village Staff.



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 Village will work with the local watershed group such as Tinker's Creek Watershed Partners as well as the Cuyahoga Soil and Water Conservation District to Place information sheets throughout the community on how to "Adopt a Low (Road) Salt Habitat" (See attached fact sheet).



4) **Budget Summary** (500 words maximum)

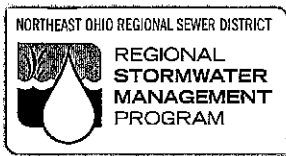
The Budget Summary and Project Budget (*see page 3*) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

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

The Village Engineer will be in charge of managing the project from start to finish and will oversee the budget and construction aspects of the project.

The site plan and salt shed will be designed by the Village Engineer and a structural subconsultant. The labor, materials, and equipment necessary will be provided by the contractor with the best bid.

Task	Provider	Cost
Design, survey, permitting and bidding	Village Engineer	\$14,500.00
Construct Salt Dome	Low Bidder	\$80,000.00
Contract administration	Village Engineer	\$2,000.00

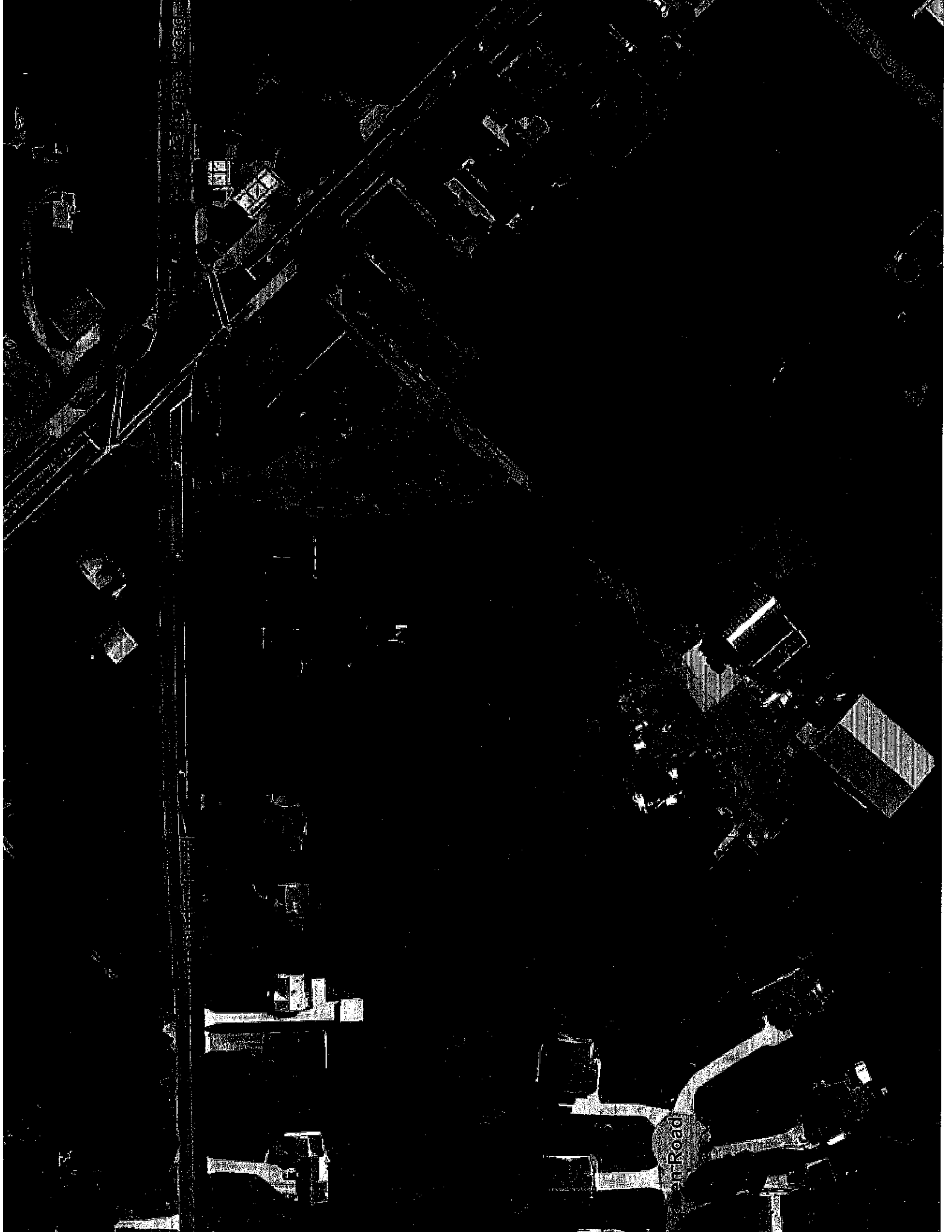


Vendor Registration

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.

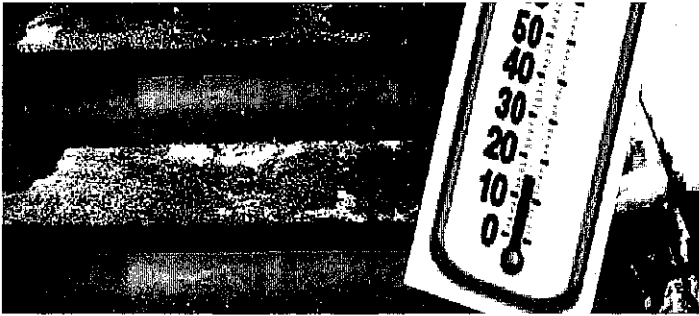
Project Budget

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services	\$16,500	Village Engineer, design, survey, project mngmt
Personnel <i>(Member Community staff only)</i>		
Subcontract	\$80,000	Construction of Salt Shed
Equipment		
Materials		
Other		
TOTAL	\$96,500	



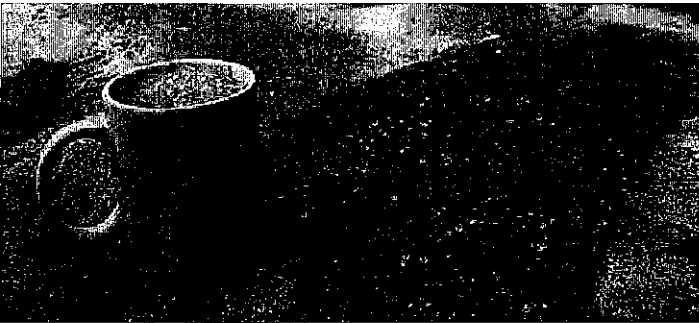
This Winter...

...use the Right S.A.L.T.



STUFF

Road salt (sodium chloride) only works above 15°F. For colder temperatures use a small amount of sand for added traction, or switch to an ice melting product designed to work at colder temperatures.



AMOUNT

Spreading more salt does not improve deicing. One 12 ounce coffee cup full of salt is enough to cover about 10 sidewalk squares. There should be about 3 inches between salt granules. Be sure to sweep up any excess salt.



LOCATION

Salt only belongs on your sidewalk and driveway and never on your lawn, flower beds, the base of a tree and definitely not in a stream! One teaspoon of salt permanently pollutes 5 gallons of water.



TIME

Salt works best when it is applied before the snow falls or right after snow is removed from your driveway or sidewalk. Never apply salt when rain is in the forecast, as it will wash away into the storm drain and out to our waterways.



cuyahoga
SOIL & WATER
conservation district

For more information on how to reduce stormwater pollution, contact us at 216/524-6580 or visit our website at www.cuyahogaswcd.org

[FOR NEORS D USE]

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

VILLAGE OF OAKWOOD

FOR

COMMUNITY COST-SHARE PROJECT:
SALT SHED

Total Approximate Cost: \$96,500.00

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

Budget Center 8100