

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

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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 City of Parma (City) acting pursuant to Ordinance/Resolution No. \_\_\_\_\_, adopted on \_\_\_\_\_, 20\_\_ (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 City 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, 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 Orchard Park Drive Storm Sewer project (the "Project") as a Community Cost-Share project proposed by the City; and

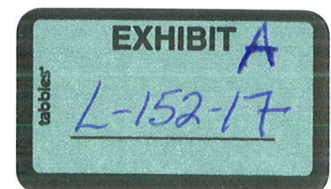
NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

**Article 1.0**    **City Obligations**

1.1    The City 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 City'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 City 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 City fails to maintain the Project in accordance with this Agreement, the City 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 City 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 City'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) Community Cost-Share Program in coordination with City, under the provisions of the NEORS 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 review and may not necessarily reflect the views of NEORS, 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 \$147,350.00 to the City for the Project from the City’s Community Cost-Share Account.
  - 2.1.2.    Provide reimbursement of funds up to \$147,350.00 to the City within 60 days of receipt of a complete Request for Payment from the City, 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 City 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:

<b>District Representative</b>	<b>City Representative</b>
Watershed Team Leader	<i>Jack Sparks</i>

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:

<b>District Representative</b>	<b>City Representative</b>
Director of Watershed Programs	<i>Brian Higgins</i>

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

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

**CITY OF PARMA**

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

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

**CITY OF PARMA**

\_\_\_\_\_  
Assistant/Director of Law

This Instrument Prepared By:  
Katarina K. Waag  
Assistant 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.

# CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER  
DISTRICT

WITH

CITY OF PARMA

FOR

COMMUNITY COST-SHARE PROJECT:  
ORCHARD PARK DRIVE STORM SEWER

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Total Approximate Cost:                      \$147,350.00

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The legal form and correctness of the within  
instrument are hereby approved.

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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.

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CHIEF FINANCIAL OFFICER

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Date

# EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT  
RESOLUTION NO. 114-13

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Authorizing the Executive Director to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities.

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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.

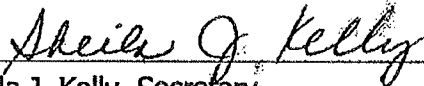
Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program 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

CITY ORDINANCE TO BE  
ATTACHED UPON PASSAGE

# EXHIBIT C



**Community Cost-Share Program  
APPLICATION**

**Member Community Information**

Community: City of Parma

Primary Project Contact: Brian Higgins  
(Name & Title) Service Director

Mailing Address: 6611 Ridge Road  
Parma, Ohio 44129

Phone Number: 440-885-8984

Email: bhiggins@cityofparma-oh.gov

**Project Information**

Project Title: Orchard Park Drive Storm Sewer  
and Outfall Repairs/Replace Culvert

Address or Location of Project: Orchard Park Drive, Parma Ohio

Project Start Date: July 5, 2017

Project End Date: December 31, 2017

Community Cost-Share Fund Request: \$147,350.00 (Design and Construction)

Submission Date: August 2017



### 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 is being proposed to to upgrade and repair drainage items needing attention on Orchard Park Drive including:

- 1) New headwall and 48" concrete pipe at 5144 Orchard Park
- 2) Inlet cleaning and repair work between 4915 and 4909 Orchard Park
- 3) Ditch cleaning at various locations
- 4) Replacing drive culvert and apron as needed

The City intends to do these repairs and upgrades to the drainage system on Orchard Park Drive as part of the on-going effort to collect, store and transfer storm water in a way that minimizes the risk of the system being overwhelmed for residents within Parma, as well as for residents outside and downstream of the city limits.



**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 City will be responsible to to schedule inspection and subsequent maintenance as needed. At least annually but more if needed, drainage structures will be inspected with the Service Department's Sewer Supervisor being responsible to to keep charts and/or maps of these inspections and condition reports. In addition, Service Department workers can supplement these reports with any drainage work item needing attention, cleaning, or repairs while they are out performing their regular duties and notice items of concern which they can pass on to the Supervisor for future work scheduling assignments. The inspection and maintenance duties will be compiled into the annual report which is sent to the Ohio EPA to meet the MS4 requirements.



*Community Cost-Share Program  
Application*

**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 City will make available on its city website an area for upcoming work where the public will become aware of our efforts in improving the ability of our storm water system to collect and transfer storm water by keeping and improving our existing infrastructure in a fully functioning condition. A map with the addresses and work locations on Orchard Park Drive where work will be performed will be updated on an as needed basis. Included will be a person as a point of contact with a phone number and email address so residents and any interested party can get updates on the progression of the work, will also be linked on the City's website.



*Community Cost-Share Program  
Application*

**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.

Our estimated design and construction cost for the items listed below will be approximately \$125,000

Replace 48" concrete pipe (48" Diameter) at 5144 Orchard Park Drive

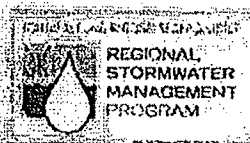
Replace the headwall at the end of the aforementioned 48" pipe

Inlet cleaning and repair work at 4915/4909 Orchard Park Drive

Ditch Cleaning - various

Replace culvert drive and apron - various





*Community Cost-Share Program  
Application*

**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.ncorsd.org/supplier\\_homepage.php](http://www.ncorsd.org/supplier_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**

<b>Project Expenses</b>	<b>Community Cost-Share Expense</b>	<b>Line Item Description</b>
Professional Services	\$22,350.00	Engineering Costs
Personnel <i>(Member Community staff only)</i>		
Subcontract		
Equipment		
Materials		
Other	\$125,000.00	Construction cost estimate
<b>TOTAL</b>	<b>\$ 147,350.00</b>	<b>Total Cost Estimate</b>

**Scope of Work & Engineering Service Proposal For:  
Orchard Park Drive  
Storm Sewer Outfall Repair and Miscellaneous Drainage Improvements**

On Orchard Park Drive, between Forest Hills Boulevard and Regency Drive, several storm drainage facilities are in disrepair, roadside ditches and storm inlets are in need of maintenance, and some house flooding and ditch erosion is occurring. In order to address various issues, the City of Parma has developed a potential scope of repair work to some public facilities (see the attached "Project Map" provided by City of Parma Engineering Dept.). Proposed work includes replacing a failed headwall on a 48" diameter storm sewer outfall, replacing a portion of the 48" sewer pipe, cleaning and re-shaping roadside ditches, replacing selected drive culverts and aprons, and replacing, repairing, or cleaning existing storm inlets.

Right-of-entry agreements or temporary access easements adjacent to the work areas will be required for the proposed repair project. Access to the storm sewer outfall repair site is alongside the driveway of 5144 Orchard Park Drive. The project construction is anticipated to require some clearing, removal of landscaping features, fence removal and replacement, driveway repair, and removal/replacement of roadside features such as guardrail and mailboxes.

Construction cost for this outfall repair and miscellaneous drainage improvements project is anticipated to be in the range of \$100,000-\$125,000.

As requested, we are also offering as an optional additional service, a drainage study to identify, evaluate and provide recommendations and preliminary cost estimates for other potential improvements to the public drainage system in the Orchard Park Drive / Forest Hills Boulevard area, which could further help control overland flows and reduce the incidence of flooding in that area. Design and construction costs will vary depending on what potential improvement(s) are identified in the drainage study and selected by the City for future implementation.

**Task 1: Preliminary Investigation and Design**

- Prepare and supply Parma letters informing all abutting residents of the proposed project and upcoming investigations. Parma to approve and forward letters on Parma letterhead.
- Contact the Ohio Utilities Protection Service to obtain private utility records.
- Obtain available record plat and deed information from the Cuyahoga County Recorder's Office.
- DGB & Assoc. survey crews will access the site to:
  - Establish roadway centerline and Right-of-way.
  - Field collect ground characteristics of repair areas, Right-of-way (construction staging) area, and access route(s).
  - Set temporary bench marks for use during construction.
  - Locate existing utilities as depicted on utility plans and visually apparent.
- Develop base mapping for the outfall repair and miscellaneous drainage improvements.
- Provide design concept and preliminary level anticipated range of construction cost to Parma for their review and authorization to develop Final Engineering Plans and Documents.

### **Task 2: Right of Entry Acquisition**

- Upon preliminary approval by the City, prepare temporary rights of access documents for construction, staging and access areas. All ownership information being based on available records at the Cuyahoga County Fiscal Officer and Recorders Office web sites.
- Prepare temporary right of access documents based on standard language and format (e.g., Cuyahoga County standard) as approved by the City of Parma.
- If required, attend one (1) meeting with the City of Parma and residents of which access has been requested to discuss the project and attempt to obtain right of access signatures. All negotiations beyond this initial meeting and for any compensation to obtain right of access will be solely the responsibility of the City.
- All right of access documents will be submitted to Parma for their processing, acceptance by City Council, and recording with the Cuyahoga County Recorder's office as applicable.

### **Task 3: Final Design**

- Upon Authorization by Parma, develop final construction plans and develop all specifications required to:
  - Remove and replace approximately 50' of 48" storm sewer, extend the sewer approximately 10' to 20' with the use of a manhole to step the sewer down to the bed of the receiving channel, and install a new concrete headwall. Clean the receiving channel of debris including the fallen pieces of the failed headwall. Rehabilitate the portion of the 48" pipe to remain (e.g. lining, joint repair).
  - Clean and re-shape roadside ditches indicated on the attached "Project Map" to improve their ability to convey storm flows within the Right-of-way. Replace the drive culverts and aprons of 4865 & 4909 Orchard Park Drive, and to the extent feasible, configure them to contain roadside ditch flows within the Right-of-way.
  - Replace, repair, or clean existing storm inlets "A" thru "E" as indicated on the attached "Project Map", and any other inlets within the project limits that the City determines are in need of maintenance.
- Submit completed plans to private utility companies for notification of the proposed project and with a request to evaluate any impacts to their facilities. All further communication with the respective utility owners to coordinate the project work is the responsibility of the City of Parma.
- Provide a summary of bid items and a final Engineer's Estimated Cost for the construction of the project.
- Prepare contract documents using the standard template provided by the City of Parma along with an example document; DGB & Assoc. to perform cursory review of the template to verify no apparent conflicts exist with the design plans.
- Provide fifteen (15) full size sets of plans on bond paper, along with fifteen (15) copies of the contract documents for the City's use in advertising for and bidding the project. An electronic copy of the final approved plans will also be included.

### **Task 4: Project Bidding**

- Provide continuous engineering support during the bidding process, which will include attendance at a pre-bid meeting, prepare addendums as needed, answer questions during the bidding process and attend the public bid opening at the location directed.

**Task Opt-5: Drainage Corridor Study (Optional Additional Service)**

- Analysis of the existing storm drainage system and overland flow corridors in the Orchard Park Drive / Forest Hills Boulevard area (the "Impacted Area" per the attached "Drainage Area and Impacted Area" exhibit):
  - Review of available subdivision plans, topographic mapping, storm sewer schematic maps, video sewer inspections, historic flood records, and other information regarding the study area as provided by the Cuyahoga County Engineer or City of Parma.
  - Field work to obtain relevant additional information regarding the Orchard Park Drive / Forest Hills Boulevard area including ground elevations, storm structure top of casting and invert elevations, and pipe sizes.
  - Determination of sewer system drainage area, overland flow drainage area, and present storm sewer capacity.
  - Overland flow corridor examination and evaluation.
  - Does not include evaluation of local storm drainage systems or overland flow characteristics within the tributary drainage area upstream of 5153 Orchard Park Drive (i.e., the Regency Highlands development, Padua High School property, and Bruening Drive area).
- Identify and evaluate alternatives for storm drainage system improvements (e.g., increasing storm conduit size and/or adding relief sewers, adding inlet structures, re-grading of flow corridors, and potential modifications by private property owners) which could reduce the incidence of flooding in the Orchard Park Drive / Forest Hills Boulevard area.
- Provide design concepts for improvements to the public drainage system and preliminary level-anticipated range of construction cost to Parma for their review and consideration for future project(s).

**Fee Schedule**

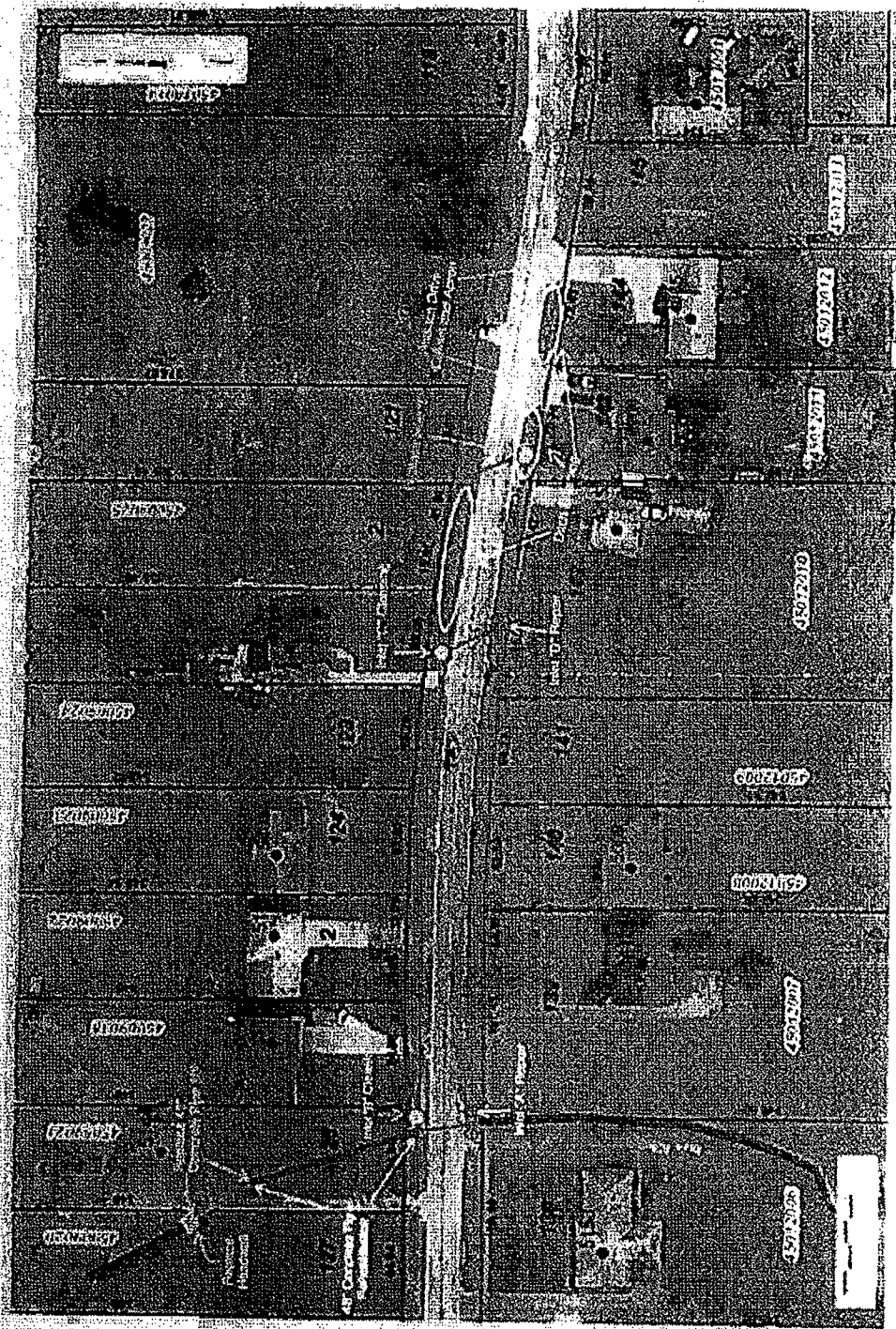
	<u>Totals</u>
Task 1 -- Preliminary Investigation and Design	\$ 6,750.00
Task 2 -- Right of Entry Acquisition	\$ 830.00
Task 3 -- Final Design	\$ 7,700.00
Task 4 -- Project Bidding	\$ 720.00
Contingency (10%) if required	<u>\$ 1,600.00</u>
<b>Total Engineering Fee</b>	<b>\$ 17,600.00</b>
<b>[Task Opt-5 -- Drainage Corridor Study</b>	<b>\$ 4,750.00 ]</b>
<b>[Total Engineering Fee Including Optional Additional Service</b>	<b>\$ 22,350.00 ]</b>



**DONALD G. BOHNING & ASSOCIATES, INC.**  
CIVIL ENGINEERING & SURVEYING  
7979 HUB PARKWAY · VALLEY VIEW, OHIO 44125 · (216) 642-1130  
FAX · (216) 642-1132

SCHEDULE OF HOURLY RATES - 2017

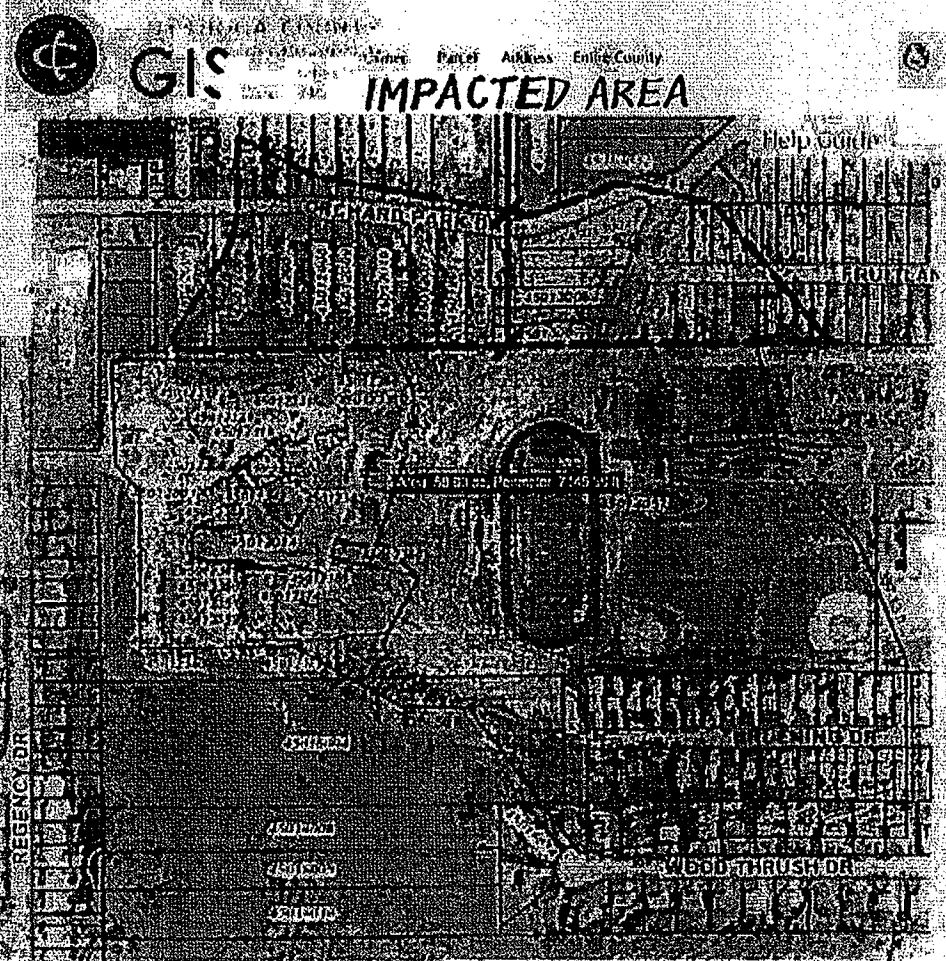
Principal Engineer	\$97.25
Project Coordinator	\$92.00
Registered Engineer	
Registered Surveyor	\$90.00
Senior Designer	
Party Chief	\$83.50
Senior C.A.D. Technician	\$80.50
C.A.D. Technician	\$72.50
Designer	\$64.25
Construction Observer	\$47.00
Assistant Clerical	\$47.00
One-Man Field Crew	\$104.00
Two-Man Field Crew	\$144.00
Materials and services of others	At Cost



**PROJECT MAP**  
 RICHARDSON COUNTY, NEBRASKA

Inset Clearing  
 Inlet Road  
 Inlet Right-of-Way

Open Creek  
 Existing Sewer



DRAINAGE AREA AND IMPACTED AREA