

KIRTLAND HILLS VILLAGE
RESOLUTION NO. 2026-24

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER
INTO AN AGREEMENT WITH CHAGRIN RIVER
WATERSHED PARTNERS, INC. TO COMPLETE THE EAST
BRANCH CHAGRIN RIVER FLOODPLAIN RECONNECTION
AND BANK STABILIZATION PROJECT FOR KIRTLAND
HILLS VILLAGE AND DECLARING AN EMERGENCY.**

WHEREAS, the Council of the Village of Kirtland Hills is aware of the need to formalize the subcontractor relationship between the Village of Kirtland Hills and Chagrin River Watershed Partners, Inc. regarding the completion of the *East Branch Chagrin River – Kirtland Hills Floodplain Reconnection and Bank Stabilization Project* (hereafter referred to as the Project) which is funded through an H2Ohio Grant from the Ohio Department of Natural Resources (hereafter referred to as ODNR); and

WHEREAS, Kirtland Hills Village is a Member of Chagrin River Watershed Partners, Inc. in good standing; and

WHEREAS, Chagrin River Watershed Partners, Inc. has acquired an H2Ohio Grant for the Project from ODNR to stabilize the actively eroding outside meander bend along the East Branch of the Chagrin River near River Mile 4.7 using natural channel design and bioengineering techniques, which may include floodplain bench excavation, bank regrading, root wads, toe wood, rock toe, vegetated stabilization, or a combination thereof, as determined during design; and

WHEREAS, The Project is located on property owned by Kirtland Hills Village, including one parcel owned by the Village (Parcel Numbers: 24A0080000040, 24A0080000030, and 24A0080000230), with construction access to the Project site will only occur from the primary entrance off of Baldwin Road; and

WHEREAS, Kirtland Hills Village's Municipal Engineer will provide engineering oversight and approval for the Project on behalf of the Village; and

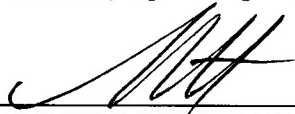
WHEREAS, Council hereby authorizes the Mayor to enter into an agreement with Chagrin River Watershed Partners, Inc., to select a design-build contractor to have access to Village property (Parcel Numbers: 24A0080000040, 24A0080000030, and 24A0080000230) at reasonable times and through reasonable access routes, to be agreed upon by CRWP and the Village, for purposes of assessment, construction, inspection, and other access necessary to perform the Project through September 30, 2027, and beyond as reasonably required for Project monitoring; and

NOW, THEREFORE, BE IT RESOLVED, BY THE COUNCIL OF THE VILLAGE OF KIRTLAND HILLS, LAKE COUNTY, STATE OF OHIO:

SECTION 1. That the Council of the Village of Kirtland Hills, Ohio, hereby authorizes the Mayor enter into an agreement with Chagrin River Watershed Partners, Inc., to select a design-build contractor to have access to Village property (Parcel Numbers: 24A0080000040, 24A0080000030, and 24A0080000230) at reasonable times and through reasonable access routes, to be agreed upon by CRWP and the Village, for purposes of assessment, construction, inspection, and other access necessary to perform the Project through September 30, 2027, and beyond as reasonably required for Project monitoring.

SECTION 2. That all formal actions of this Council concerning the passage of this Resolution were adopted in an open meeting, and all deliberations of this Council, or any of its Committees, which resulted in such formal actions, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the inhabitants of the Village of North Perry and to provide time-sensitive information technology services, wherefore, this Resolution shall be in full force and effect immediately upon its passage by Council.



ALYSON SCOTT, MAYOR

ADOPTED: August 16, 2026

ATTEST: 

JAMIE ZIGMAN, CLERK/TREASURER



CONTRACT AGREEMENT

East Branch Chagrin River – Kirtland Hills Floodplain Reconnection and Bank Stabilization Project

Village of Kirtland Hills Contact, Address & Telephone:
Mayor Alyson Scott, 8026 Chillicothe Road, Kirtland Hills, OH 44060, (440) 974-9090
CRWP Project Contact, Address & Telephone:
Josh Myers, P.O. Box 229 Willoughby, Ohio 44096-0229, (440) 491-8315
Contract Period:
November 17, 2025 – September 30, 2027

SECTION A: PURPOSE AND BACKGROUND

The purpose of this Agreement is to formalize the subcontractor relationship between the Village of Kirtland Hills (hereafter referred to as the Village), as subcontractor, and Chagrin River Watershed Partners, Inc. (hereafter referred to as CRWP) regarding the completion of the *East Branch Chagrin River – Kirtland Hills Floodplain Reconnection and Bank Stabilization Project* (hereafter referred to as the Project) which is funded through an H2Ohio Grant from the Ohio Department of Natural Resources (hereafter referred to as ODNR).

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

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. CRWP has acquired an H2Ohio Grant for the Project from ODNR (hereinafter referred to as the Grant).
3. The Village is a Member of CRWP in good standing.
4. CRWP has not been debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal awards.
5. The Project includes the following components:
 - a) Design, engineering, permitting, and construction of the Project, which includes:
 - a. Stabilization of the actively eroding outside meander bend along the East Branch of the Chagrin River near River Mile 4.7 using natural channel design and bioengineering techniques, which may include floodplain bench excavation, bank



regrading, root wads, toe wood, rock toe, vegetated stabilization, or a combination thereof, as determined during design;

- b. Excavation and construction of a floodplain bench along the outside meander bend to reduce bank height, improve bankfull and overbank flow connectivity, increase flood storage, and reduce erosive shear stress along the bank;
 - c. Regrading of the streambank and adjacent floodplain within the conceptual restoration limits to allow for the reestablishment of a native riparian buffer between the East Branch of the Chagrin River and the adjacent agricultural field;
 - d. Address an existing 36-inch reinforced concrete pipe outfall located within the eroding outside meander bend, including evaluation during design and incorporation of appropriate stabilization, protection, repair, or replacement measures as necessary to ensure long-term streambank and infrastructure stability;
 - e. Installation of in-stream habitat features, such as root wads, toe wood, and other large woody material, to increase hydraulic roughness, reduce localized shear stress, and improve habitat complexity for aquatic organisms.
 - f. Management of invasive plant species within the restoration footprint;
 - g. Restoration of native riparian and floodplain vegetation within the project limits, including seeding, live stakes, shrubs, and tree plantings, to stabilize soils, provide shading and temperature moderation, enhance nutrient uptake, and improve habitat quality;
 - h. Development of a planting plan with lists of native plant species (ecoregion and state) to be utilized.
 - i. Trees, shrubs, and other woody materials must be installed in accordance with the practices outlined by the American National Standards Institute (ANSI).
- b) The Project is located on property owned by the Village, including one parcel owned by the Village (Parcel Numbers: 24A0080000040, 24A0080000030, and 24A0080000230).
- c) Construction access to the Project site will only occur from the primary entrance off of Baldwin Road. The Village will approve all construction access areas during the design stage of the Project. Construction access will minimize any damage to existing trees; the selected design-build contractor will be required to restore or replace any damaged trees. All disturbed areas will be restored to their former condition. Contractor must obtain photographs and video of the approach roads within Project limits and submit copies to the Village and CRWP prior to the commencement of construction. Contractor must also obtain photographs and video of the approach roads within Project limits and submit copies to the Village and CRWP at the conclusion of the Project.

SECTION B: VILLAGE COMMITMENTS

Under this Agreement, the Village agrees to the following:

1. The Village's Municipal Engineer will provide engineering oversight and approval for the Project on behalf of the Village.



2. As needed, the Village's Law Director will provide legal review of any agreements, contracts, proposals, legal notices, and other legal documents associated with the Project entered by the Village.
3. Other Village services may include financial administration related to this Agreement, technical assistance, public involvement and engagement, and other Project-related assistance.
4. Perform its obligations under this Agreement on a timely basis and as necessary to meet all requirements of the Grant.
5. Credit CRWP and the ODNR Grant in presentations, written materials and reports related to the Project.
6. Authorize CRWP and its representatives, including CRWP's selected design-build contractor to have access to Village property (Parcel Numbers: 24A0080000040, 24A0080000030, and 24A0080000230) at reasonable times and through reasonable access routes, to be agreed upon by CRWP and the Village, for purposes of assessment, construction, inspection, and other access necessary to perform the Project through September 30, 2027, and beyond as reasonably required for Project monitoring. If title to this land is transferred to another party prior to the end of the Project lifespan, the Village will enter into an agreement assigning the terms of this Agreement to the new owner and advise CRWP of the property owner change.
7. The Village will allow construction of the Project to be documented with photographs. CRWP and its representatives may publish photographs and Project locations through presentations for educational purposes.

SECTION C: CRWP COMMITMENTS

Under this Agreement, CRWP agrees to the following:

1. Meet its obligations under the Project Grant.
2. Serve as the designated contact for communication with ODNR regarding Project deliverables.
3. Serve as the local Project sponsor and complete Project tasks including:
 - a) Convene Project partners for a kickoff meeting and regular progress meetings;
 - b) Coordinate with Project partners for completion of Project components;
 - c) Develop Requests for Proposal (RFP)(s) for selection of a design-build restoration contractor (completed);
 - d) Issue and manage RFPs (completed);
 - e) Lead design-build consultant selection in consultation with the Village;
 - f) Provide restoration plan review in consultation with the Village;
 - g) Coordinate with the Village to obtain all required permits prior to the beginning of construction;
 - h) Provide construction oversight in consultation with the Village;



- i) Coordinate with all Project partners for public/stakeholder outreach and any educational deliverables (as needed); and
 - j) Complete disbursement requests and reporting requirements to ODNR. Payment for the Project will be paid by CRWP at no cost to the Village.
4. Include the Village in meetings and presentations related to the Project, as requested by the Village.

SECTION D: SPECIFIC PROGRAM REQUIREMENTS

1. Each party to this 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 and its officials, servants, or employees in the performance of services under this Agreement.
2. Each party must comply with all laws and be responsible for all of its actions, omissions and their consequences resulting from its performance under this Agreement.
3. Neither CRWP, nor CRWP representatives, nor the Village, will be liable for any damage to the other's property, or other causes of action arising out of this Agreement, unless such damage is caused by negligence or misconduct.
4. In the event of a catastrophic event of flooding, ice build-up, or similar natural event that completely damages the Project, neither the Village nor CRWP shall be obligated to rebuild or replace the Project. The Village shall provide, without cost or expense to CRWP, access for inspection and maintenance of the Project. The Village shall maintain the portion of the Project on the Village's Parcel (Parcel Numbers: 24A0080000040, 24A0080000030, and 24A00800000230) in good and safe order, condition and repair at all times in compliance with all applicable laws.
5. This Agreement shall incorporate the requirements of CRWP's Grant Agreement with ODNR (Exhibit A).
6. In the performance of the duties and obligations under the Agreement, the Village shall comply with all applicable:
 - a) Ohio Governor Executive Orders;
 - b) Federal, state and local laws, regulations (rules), assurances, orders, and Ohio Department of Commerce Prevailing Wage Guidelines, regarding prevailing wages, deductions, worker compensation, taxes, social security and unemployment, compensation, and any contributions thereto; and
 - c) Federal state, and local laws and regulations (rules, ordinances), assurances, and orders, whether or not specifically referenced herein.
7. Although it is not anticipated by the parties to be applicable to the Village for this Project, as required by Chapter 4115 of the Ohio Revised Code, where applicable, the Village shall pay the prevailing wage rate of the locality, as determined by the Ohio Department of Commerce,



on all work performed on this Project. The Village shall comply with all other applicable provisions of Chapter 4115 of the Ohio Revised Code including making the required reports to the Prevailing Wage Coordinator.

8. The Village agrees that it will fully cooperate with the State Equal Employment Opportunity Coordinator, with any other official or agency of the State or Federal Government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices, and the Village shall comply promptly with all requests and directions from the state of Ohio or any of its officials and agencies in this regard, both before and during performance.
9. The Village agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
10. The Village will comply with all laws that may require approval of the Project by a registered professional engineer, surveyor, architect or landscape architect, as relevant.
11. The Village represents and warrants that it is not subject to an "unresolved" finding for recovery under ORC 9.24.
12. The Village shall not, prior to the completion of Agreement commitments hereunder, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of its functions and responsibilities with respect to the carrying out of said work.
13. The Village represents, warrants, and certifies that it is knowledgeable of and understands the Ohio Ethics and Conflicts of Interest laws. The Village further represents, warrants, and certifies that neither the Village nor any of its employees will do any act that is inconsistent with such laws.

SECTION E: GENERAL TERMS AND CONDITIONS

1. The Village and CRWP may amend, modify, or alter this Agreement by mutual written consent.
2. If the Village and/or CRWP fail to perform its obligations under this 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 Agreement in writing or determine that such failure does not warrant termination.
3. CRWP or the Village may terminate this Agreement in writing, in whole or in part, without liability, if either party determines that continued operation of this Agreement will result in the violation of a Federal statute or regulation, or that termination would be in the public interest.



4. This Agreement shall be carried out in accordance with all applicable Local, State, and Federal statutes and regulations.
5. Any and all disputes arising under this Agreement shall be brought in a court of competent jurisdiction in Lake County, Ohio.

SECTION F: NOTICE

All notices or communications concerning this Agreement shall be in writing and delivered to the following:

To the Village of Kirtland Hills:

Alyson Scott
Mayor
Village of Kirtland Hills
8026 Chillicothe Road
Kirtland Hills, OH 44060
Ascott@kirtlandhills.org

To CRWP:

Heather Elmer
Executive Director
Chagrin River Watershed Partners, Inc.
P.O. Box 229
Willoughby, OH 44096
helmer@crwp.org

With a copy to:

James O'Leary
Law Director, Village of Kirtland Hills
joleary473@aol.com

SECTION H: AGREEMENT EFFECTIVE DATE

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

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

Heather Elmer, Executive Director
Chagrin River Watershed Partners, Inc.

Date _____

Alyson Scott
Mayor, Village of Kirtland Hills

Date _____



**EXHIBIT A:
H2OHIO GRANT AGREEMENT BETWEEN CHAGRIN RIVER WATERSHED
PARTNERS AND OHIO DEPARTMENT OF NATURAL RESOURCES**

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