



MAYOR BRENDA T. BODNAR
mayfieldvillage.com

MAYFIELD
VILLAGE

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MEMORANDUM

TO: Council President Schutt and Members of Council

FROM: Diane Wolgamuth, Director of Administration
Tom Cappello, Village Engineer

DATE: October 30, 2026

RE: **Worton Park Culvert Replacement Project Phase 2 Update**

Dear President Schutt and Members of Council,

Since Phase 1 of the Worton Park Culvert Project was completed in 2023, the Village has continued to work with the Northeast Ohio Regional Sewer District on plans for Phase 2 of this project, which includes replacement of three additional undersized culverts on Norman Lane, Woodlane Drive and South Woodlane Drive.

As previously advised, this project required the purchase of two residential properties on Woodlane Drive to expand the flood plain and to facilitate reconfiguration of the stream to allow it to flow more naturally, causing less erosion during large storm events. Efforts to purchase the properties took some time, but were successful, with the homes at 1003 and 1006 Woodlane having now been razed and included in the project design. The cost of purchasing and razing both homes was covered by the Sewer District.

The Sewer District also covered the cost to hire Biohabitats, a national firm that provides ecological design and engineering services, to assist with the project design. The Sewer District has been a great partner with the Village in moving this project along, and although these additional steps caused Phase 2 to be delayed for several years, we feel that the additional steps were worthwhile. Not only will the design and impact of Phase 2 be substantially better, but the time passage has allowed everyone to see the results of Phase 1. Since Phase 1 was completed, the neighborhood has not experienced the type of roadway flooding that was common before. An additional delay to Phase 2 was the Village's application to the State of Ohio for a \$300,000 grant, which unfortunately was unsuccessful.

The Phase 2 project design is being finalized and we are preparing to advertise the project for bid. The culverts being replaced on Norman, Woodlane and South Woodlane will be smaller than the culverts replaced as part of Phase 1. The headwall treatments will remain the same to provide consistency throughout the neighborhood but, because the culverts are smaller, the railings will be shorter in length. If all goes well with the bidding process, we will seek Council's approval of the project in December and plan for work to begin in Spring 2027.

The project includes several temporary and permanent easements from affected property owners. The permanent easements require Council approval and will be on Council's agenda on November 16th. Specifically, drainage easements for the following properties will be presented:

- 6184 N. Woodlane (Caine, PPN 831-34-045)
- 6189 S. Woodlane (Kasprisin, PPN 831-34-051)
- 6190 S. Woodlane (Downing, PPN 831-34-064)
- 6180 S. Woodlane (Landis, PPN 831-34-065)
- 995 Woodlane (Mills/Converse, PPN 831-34-084)
- 6189 Norman (Young, PPN 831-34-080)

As you all know, Tim Mackie at 6206 North Woodlane Drive has complained about the work done on the stream at the front of his property during Phase 1. The main issue has been the steepness of the stream bank and that issue will be addressed as part of Phase 2.

Mr. Mackie has also been very concerned about the stream that runs on the side of his property, between his home and the property next door, owned by Lana Gershen. The stream is causing erosion that is coming dangerously close to his home and he has been seeking the Village's assistance to address the problem. The Village cannot pay for work on private property unless the work is part of the overall project. Mr. Mackie's side stream is not part of the overall project, but it is on the Sewer District's regional stormwater system. At our request, the Sewer District has agreed to cover the cost to stabilize the side stream, up to the estimated cost of \$50,000. The Sewer District has asked that the property owners and the Village agree with the stabilization design suggested by Biohabitats, that the property owners agree to provide the Sewer District with a permanent easement for future maintenance, and that the Village sign the attached Partner Agreement. Mr. Mackie and Ms. Gershen have agreed to the design and to providing the easements. The attached Partner Agreement and these two additional drainage easements will also be on Council's agenda for approval on November 16th.

- 6206 N. Woodlane (Mackie, PPN 831-34-085)
- 6198 N. Woodlane (Gershen, PPN 831-34-086)

As we move forward, notification will be provided to the Worton Park neighborhood. Detailed information will be mailed out after the contractor has been selected and the construction schedule determined. All information will also be posted on the Village's website for the duration of the project.

We look forward to answering any questions that Council may have at Monday's meeting. Thank you.

cc: Mayor Brenda Bodnar
Department Heads

Attachments: Partner Agreement between NEORSD and Mayfield Village

PARTNER AGREEMENT
BETWEEN
NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
MAYFIELD VILLAGE
FOR
WORTON PARK NEIGHBORHOOD PHASE II
CULVERT REPLACEMENT PROJECT
(150 linear feet of Beecher’s Brook)

This Partner Agreement (“Agreement”) is entered into as of this _____ day of _____, 2026 (“Effective Date”) by and between the Northeast Ohio Regional Sewer District (“District”), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, and Mayfield Village (“Village”), acting pursuant to Ordinance/Resolution No. ____, passed by its Village Council on _____, 202__ (attached hereto as Exhibit “A”).

RECITALS

WHEREAS, the District, pursuant to the authority of Ohio Revised Code Chapter 6119, and Title V Stormwater Management Code of the District’s Code of Regulations (“Title V”) is authorized to provide overall Stormwater Management of the Regional Stormwater System, including planning, financing, design, improvement, construction, inspection, monitoring, maintenance, operation, and regulation for the proper handling of stormwater runoff and the development and provision of technical support information and services to member communities; and

WHEREAS, the Village and the District entered into a Regional Stormwater Management Program Service Agreement dated July 18, 2013 (the “RSMP Service Agreement”);

WHEREAS, the Village is planning to perform engineering design, property acquisition and manage construction for the Phase II culvert replacement and stream restoration of Beecher's Brook (the "Project"), which is part of the Regional Stormwater System (RSS) (District Asset ID: BE00053); and

WHEREAS, the scope of the Project is to rehabilitate and improve essential stormwater functions along the Beecher's Brook located in the Worton Park Neighborhood in Mayfield Village to reduce erosion, improve water quality and maintain conveyance along this segment of the Regional Stormwater System; and

WHEREAS, the District agrees to reimburse the Village for the construction and construction management of the Project, up to an amount of \$50,000.00 (the "District Funds"), as further described below; and

WHEREAS, the District is authorized to enter into this agreement, generally, under Ohio Revised Code Section 6119.09, and specifically, under Ohio Revised Code Section 6119.06(G) to contract with any political subdivision to construct, reconstruct, enlarge, improve, maintain, repair, and operate Water Resource Projects; and under Ohio Revised Code Section 6119.09 to enter into agreements with political subdivisions for the effective cooperative action and safeguarding of the respective interests of the parties for the construction and funding of projects by one or more of the parties; and is authorized under Ohio Revised Code Section 6119.06 (O) to make and enter into all contracts and agreements and execute all instruments necessary or incidental to the performance of its duties and the execution of its powers under Chapter 6119 of the Ohio Revised Code; and

WHEREAS, the parties desire to enter into this Agreement to memorialize their understanding with respect to the usage of the District Funds; and

NOW, THEREFORE, in consideration of the foregoing and the agreements set forth herein for the continued benefit of the Regional Stormwater System, the parties agree as follows:

SECTION 1. VILLAGE’S RESPONSIBILITIES

- 1.1.1. Performance of the Project. The Village shall be responsible for the performance of the Project as depicted in Exhibit “B”, which involves the engineering design, easement acquisition and construction of the stabilization of the left and right stream banks of an approximate 150 linear foot portion of the Beecher’s Brook on portions of Permanent Parcel Nos. 831-34-085 and 831-34-086, as further depicted in Exhibit “B”, in order to mitigate the erosion as described in the Chagrin River/Lake Erie Direct Tributaries Stormwater Master Plan – Euclid Creek Report.
- 1.1.2. Design. The Village shall perform the design of the Project and develop the plans, specifications and bid documents for the Project described in Exhibit “B.” The Village shall include the District in the design process as further outlined in this Agreement.
- 1.1.3. Hydraulic Analysis. The Village shall perform a hydraulic analysis in conjunction with the District to the Regional Stormwater System within the Project area to confirm the benefits of the Project to the Regional Stormwater System and provide the hydraulic analysis to the District. The Village shall provide the District with all final models or model updates developed for the Project.
- 1.1.4. Provision of Data. The Village shall provide the District with any data collected in the furtherance of its performance of the Project.
- 1.1.5. Right-of Way Acquisition & Utilities Coordination. The Village shall perform the acquisition of all the easements and other property rights necessary for the construction and maintenance of the Project and will coordinate with all utility companies in finalizing the plans and specifications. All easements and other property interests will be assigned to the District following the completion of the Warranty Period (defined below).
- 1.1.6. Construction Services. The Village shall provide the District bid documentation for review prior to advertising the Request for Bids. The Village shall provide the

District with a walkthrough of the site at substantial completion, and any other time requested by the District.

- 1.1.7. Project Coordination. The Village shall coordinate with the District during all critical stages and milestones of the design and construction to allow sufficient time for District review and provide comments related to the design documents and inspect the construction work. Upon completion of the construction of the Project, the Village shall provide the District with copies of record as-built drawings.
- 1.1.8. Project Schedule. The Village shall complete the Project in accordance with a Project schedule developed by the Village and approved by the District. The Project duration for construction shall not exceed three (3) years from the Effective Date of this Agreement without prior written approval by the District.
- 1.1.9. Compliance with Laws and Regulations. The Village shall comply with all applicable local, state, and federal laws, rules, regulations, and requirements in performing the Project. The Village shall apply for and obtain any permits necessary to comply with the above.
- 1.1.10. Modifications to Project Components. The Village shall submit written requests for District approval to modify the budget, deadline(s), deliverables, or other components of the Project to the District at least five (5) business days prior to the desired date of execution of such modification.
- 1.1.11. Testing and Construction Inspection by the Village. The Village shall arrange for the inspection, supervision, and administration of the construction of the Project.
- 1.1.12. Prevailing Wages. For the labor used for constructing the Project, the Village shall pay prevailing wages as set forth in Chapter 4115 of the Ohio Revised Code and shall ensure compliance with any prevailing wage requirements in said Chapter.
- 1.1.13. Warranty. The Village shall require its contractor to provide a one-year warranty period for the Project that commences upon reaching substantial completion of the Project (the “Warranty Period”). During the Warranty Period, the Village shall

cause its contractor to remove or correct all work performed by the contractor that the District deems to be defective in equipment, material or workmanship or not in conformance with the Scope of Work described in Exhibit “B,” contract documents, and any applicable laws, at its sole cost and expense. At the completion of the Warranty Period, the Village shall provide the District with a final warranty inspection report including how all warranty items were addressed.

- 1.2. Public Participation, Outreach, and Signage. The Village shall acknowledge the District in presentations or publications related to the Project. The Village shall lead, and the District will assist in the development of a public notification plan to inform the public of the Project. The Village shall acknowledge the District on Project-related public outreach communications and in Village public meetings that discuss the Project. The Village shall provide the District with no less than fifteen (15) days’ notice prior to any public meetings related to the Project.
- 1.3. Access. The Village hereby grants the District access to the public rights-of-way and shall grant any necessary easements and/or other rights of entry to the District for access to the Project for stormwater inspection and maintenance in accordance with the RSMP Service Agreement.
- 1.4. Record drawings. Upon the completion of the Project, the Village will provide the District with record drawings for the Project.
- 1.5. Disbursement Requests. The Village shall provide requests for disbursement to the District no more than monthly in accordance with the disbursement procedure outlined in Section 1.6 below. All disbursement requests must include the Direct Disbursement/Reimbursement Request and Progress Report Form (Form) (Exhibit “C”).
- 1.6. Utilization of District Funds. The Village shall use 100% of the approved District Funds for activities and/or expenses related to the regional stormwater functions of the Project, as approved by the District. Any other use of District-provided funding shall require prior written approval by the District.

- 1.6.1.1. Application for Payment of Funds. The Village must submit consultant and contractor invoices to the District monthly or at such other timing as mutually agreed by the Village and the District, prior to payment for any costs incurred by the Village related to design, property acquisition, construction and construction management, along with the consultant's and contractor's detailed invoicing detailing the Project costs that are eligible for District payment. Any such consultant/contractor invoice submitted by the Village to the District for payment shall include cost and work details and other information in accordance with this Agreement, and shall also include a signed, then-current Form. The Form may be updated or otherwise amended by the District from time to time. The Form shall include supporting document(s), including the relevant procurement documentation, such as an itemized bill, receipt, invoice, and/or timecard.
- 1.6.1.2. The Village understands, and agrees, that the Form may only be signed by a duly authorized representative of the Village and that signature of the Form by such representative shall be an affirmative representation of the Village that the Village has verified the accuracy of the consultant/contractor invoice, that the consultant's and contractor's services were furnished and performed in accordance with the conditions of the contract for the work and performed to the satisfaction of the Village, that the consultant/contractor invoice is not in dispute by either the Village or its consultant/contractor, that the Village's representative recommends payment, and that the Village shall pay the consultant/contractor as expeditiously as possible and consistent with Village's policies following receipt of approved funds from the District and within the time period prescribed in Village's contract with the consultant and the contractor to avoid any late fees or other penalties for late payment. The District agrees that the signatory to this Agreement may, by designation, authorize an appropriate Village staff member to execute the Form on behalf of the Village.

- 1.6.1.3. The Form is submitted to the District and reviewed for completeness by the District. Provided that such any undisputed consultant/contractor invoice is accompanied by a complete and duly executed Form and is otherwise compliant with District requirements and this Agreement, upon District review and approval by the District's Director of Watershed Programs, the District shall pay its approved amount directly to Village within forty-five (45) days of receipt. The absence of a written inquiry or objection of an invoice within the 45-day period shall not be deemed approval of the invoice by the District. Notwithstanding anything to the contrary in this Agreement, the District shall not pay any Project costs until such work is completed and accepted by the District as satisfactory, which acceptance shall not be unreasonably withheld, conditioned or delayed.
- 1.6.1.4. All invoicing shall be in accordance with an agreed-upon format between the District and the Village. The District shall not be responsible for payment of any late fees and/or other penalties invoiced by consultants and contractors. The Village shall submit proof of payment to its consultant and contractor within forty-five (45) days of the District's payment to the Village. Should the Village fail to submit such proof within forty-five (45) days, the District shall have the right to withhold future payment(s) to the Village until such time that the Village provides proof of payment of approved District Funds to the consultant/contractor, and any failure of the Village to comply with the material payment requirements in this Agreement may be considered a material breach of this Agreement and be cause for termination of the Agreement, in addition to any other remedies available to the District.
- 1.6.1.5. All requests for payment from the District Funds for design, property acquisition, construction and construction management shall be documented to the District's reasonable satisfaction based on the agreed-upon scope and fee for such services.

- 1.6.1.6. All requests for payment of District Funds shall be documented to the District's reasonable satisfaction. All requests shall be submitted in a form sufficient to allow the District to review, inspect and approve the services provided for the Project.
- 1.6.1.7. The Village shall keep all records and documents relevant to the Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and will be submitted upon request together with any other compliance information which may be reasonably required.
- 1.6.1.8. The Village shall bear the risk and remain solely responsible for any payments made by the Village to third parties for work not approved by the District.

SECTION 2. DISTRICT'S RESPONSIBILITIES.

- 2.1. Reimbursement of District Funds. The District agrees to reimburse the Village for the actual costs associated with the construction and construction management of the Project as follows:
 - a) The District shall reimburse the Village for the eligible costs associated with the Project in an amount not to exceed \$50,000.00. The District shall compensate the Village after receipt of documentation to the District's reasonable satisfaction and submitted in a form sufficient to allow the District to review, inspect and approve the Village's invoices, in accordance with Sections 1.5 and 1.6 above.

SECTION 3. TERM

- 3.1. Expiration of Agreement. This Agreement shall expire upon successful completion of the obligations contained herein.

SECTION 4. DISPUTE RESOLUTION

- 4.1. The case of any dispute between the parties regarding billing, collection, or any other matter within the scope of this Agreement, the parties shall first attempt to resolve the dispute at the level of the designated representatives in Level 1. If the parties are unable to resolve the dispute at the level within ten (10) working days the parties shall escalate the issue to the next higher level within their respective organizations to resolve the dispute, as follows:

DISPUTE LEVEL	SEWER DISTRICT REPRESENTATIVE	VILLAGE REPRESENTATIVE
1	Director of Watershed Programs	Village Engineer
2	Chief Financial Officer	Finance Director
3	Chief Executive Officer	Mayor

- 4.2. Should Section 4.1 fail to resolve the dispute between the parties, the parties agree that all claims, counterclaims, disputes and other matters in question between the District and Village arising out of or relating to this Agreement, or the breach thereof, will be decided by a Court of law. This Agreement shall be governed by and interpreted according to the laws of the State of Ohio.

SECTION 5. RELEASE FROM LIABILITY

- 5.1. The Village releases the District and all District officers, agents, and employees from any and all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, that result from and to the extent caused by the acts or omissions of the Village, the design professional, and the contractor, including all of their officers, owners, principals, subcontractors, employees, and agents.
- 5.2. The District's financial contribution to the Project does not make the District responsible for the Project's design, construction, operation, or maintenance, nor does it constitute approval or acceptance of the Project's plans, specifications, design, or construction. The District is not responsible for the accuracy, correctness and

reliability of the plans and specifications for the Project and it is not reviewing or approving any plans or specifications as to suitability of their suitability, adequacy, or fitness for a particular purpose.

The District releases the Village and all Village officers, agents, and employees from any and all claims, damages, losses, liens, causes of action, suits, judgments and expenses (including attorney's fees and other costs of defense), of any nature, kind or description, to the extent arising from or caused by the acts or omissions of the District, including all of their officers, owners, principals, subcontractors, employees, and agents in connection with the Project.

- 5.3. These release provisions in Section 5 shall survive the termination of this Agreement and shall be binding on the parties' successors and assigns.

SECTION 6. MISCELLANEOUS

- 6.1. Execution in Counterparts. This Agreement may be executed in any number of counterparts. Each counterpart, when so executed, shall be deemed to be an original and all of which together shall constitute one and the same Agreement.
- 6.2. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.
- 6.3. Heading. The headings in this Agreement are included for convenience only and shall neither affect the construction nor the interpretation of any provision in this Agreement.
- 6.4. Governing Law. 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 the venue and jurisdiction).
- 6.5. Remedies. The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, disputes and other matters in question

between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided by a Court of law.

- 6.6. Disclaimer of Joint Venture. 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.
- 6.7. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the parties hereto, any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.
- 6.8. Authority to Execute. 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.
- 6.9. Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.
- 6.10. Merger Clause. This Agreement, along with any exhibits attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written.
- 6.11. Relationship of Agreement to Exhibits. The Exhibits attached to this Agreement are incorporated into and made part of this Agreement though expressly rewritten herein. In the event of a conflict between the provisions of this Agreement and the Exhibits, these documents shall be given priority in the following order: 1) the main body of this Agreement; 2) Scope of Work; and 3) the Village's Ordinance/Resolution.

Exhibit "A" – Village's Ordinance/Resolution

Exhibit "B" – Description of the Project

Exhibit "C" – Direct Disbursement/Reimbursement Request and Progress Report Form

[signatures on the following pages]

The parties hereto have executed and delivered this Agreement as of the date first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

By: _____
Darnell Brown, President
Board of Trustees

MAYFIELD VILLAGE

By: _____
Brenda T. Bodnar
Mayor

By: _____
Stephen Schutt
Council President

The legal form and correctness
of this instrument is approved.

Diane A. Calta
Director of Law
Mayfield Village, Ohio

By: _____

Date: _____

This Instrument Prepared By:

Anka M. Davis
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.

AGREEMENT NO.

NORTHEAST OHIO REGIONAL
SEWER DISTRICT

WITH

MAYFILED VILLAGE

FOR

WORTON PARK NEIGHBORHOOD
PHASE II CULVERT
REPLACEMENT PROJECT

Total Approximate Cost: \$50,000.00

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

ERIC J. LUCKAGE
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.

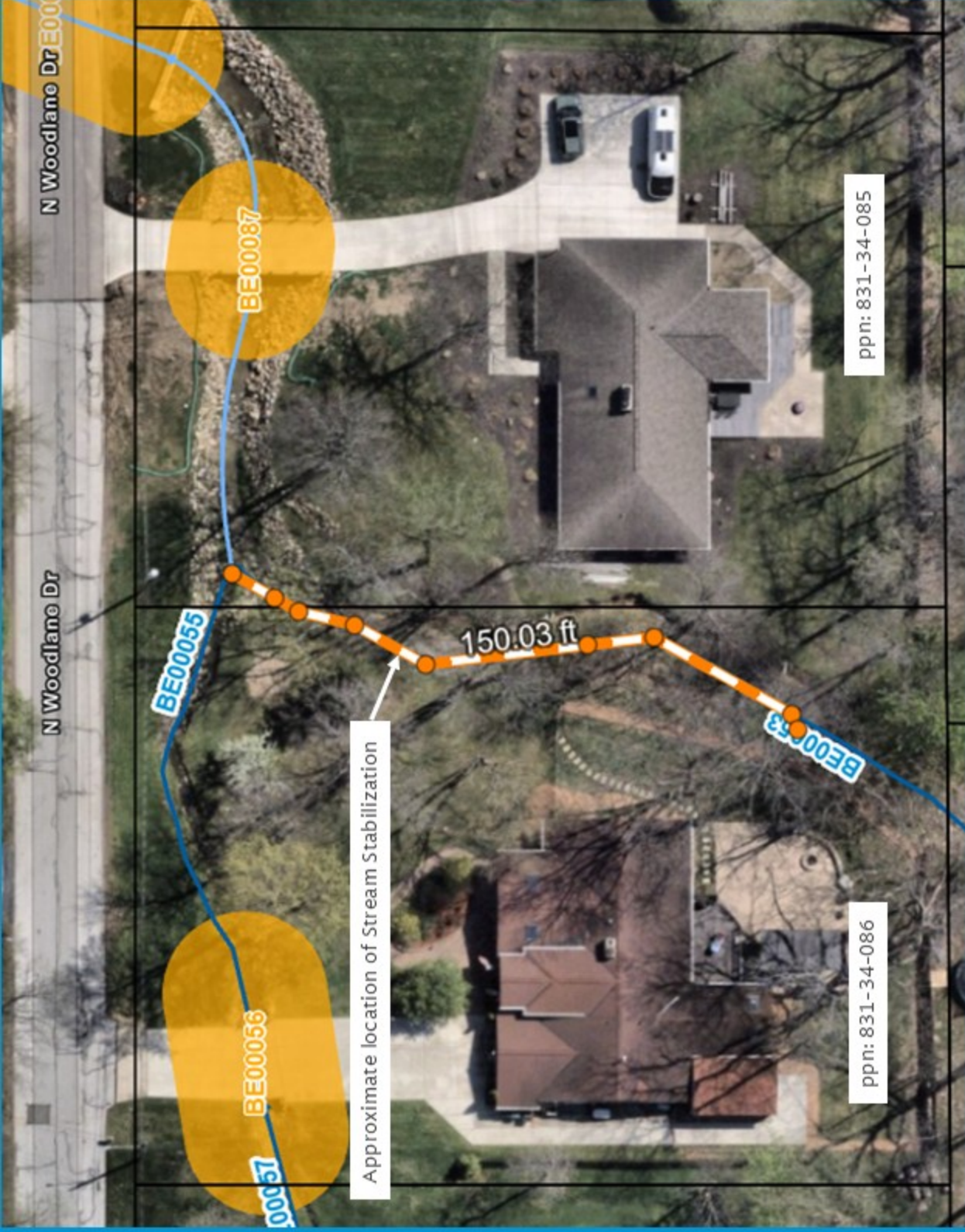
KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

EXHIBIT A

(Insert Member Community
Ordinance/Resolution)

EXHIBIT B



Worton Park Neighborhood Project Stream Stabilization on BE00053

REGIONAL
STORMWATER
MANAGEMENT

EXHIBIT C

DIRECT DISBURSEMENT/REIMBURSEMENT REQUEST AND PROGRESS REPORT**Instructions:**

Provide a summary of the accomplishments with respect to objectives, degree of completion based on the Project application, and any problems encountered. Attach relevant procurement documentation, such as an itemized bill, receipt, invoice, time card along with proof of payment, such as a credit card receipt, cancelled check, and/or other documentation to substantiate compensation as deemed acceptable by the NEORSD.

Project Information:Funding Program: Select Funding Program

Fund Recipient: _____

Project Title: _____

Funding Request Amount: _____

Authorized Signature

I certify that the information in this Progress Report is accurate and reflects current status of the Project. Furthermore, I affirm that the information contained herein is, to the best of my knowledge and belief, accurate and complete.

Name (print or type): _____

Title: _____

Telephone Number: _____

Email Address: _____

Signature: _____

Date: _____

For District Use Only:

PO:

Budget Year:

Receipt:

Sent to Finance:

Ck#/Date Paid:



Northeast Ohio Regional Sewer District

1) Summarize progress and/or accomplishments since the last report as related to the project implementation schedule. (500 word maximum)

2) Summarize any difficulties and/or delays encountered during this reporting period. (500 word maximum)

3) Anticipated next steps with timeline. (500 word maximum)



Expenditure Worksheet

Instructions: Record all expenses on the Expenditure Worksheet below. All applicable documentation that supports the entries below **MUST** be specifically highlighted within the supporting documentation and included in your submission (i.e., itemized bill, receipt, invoice, and time-card, as well as proof of payment, such as a credit card receipt, canceled check, etc.).

Project Title

Invoice #	Vendor	Invoice Total	Funding Request
1234	ABE Excavating	\$1,500.00	\$300.00
5678	Daly Sandstone	\$325.00	\$325.00

Invoice #	Vendor	Invoice Total	Funding Request
Total Funding Requested*			\$0.00

*Total must match Funding Request on cover

IMPORTANT: All funding requests must be submitted as a single pdf document, multiple pages will not be accepted.