

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE AGREEMENT BETWEEN THE CITY OF AVON LAKE, THE CITY OF SHEFFIELD LAKE, THE VILLAGE OF SHEFFIELD, AND THE BRAMHALL ENGINEERING AND SURVEYING COMPANY REGARDING SITE PLAN REVIEW FOR STORMWATER MANAGEMENT RELATED TO THE EXPANSION OF THE FORD MOTOR COMPANY OHIO ASSEMBLY PLANT AND DECLARING OF AN EMERGENCY.

WHEREAS, the Ford Motor Company Ohio Assembly Plant is located within the corporate boundaries of the City of Avon Lake, the City of Sheffield Lake, and the Village of Sheffield; and

WHEREAS, the Ford Motor Company Ohio Assembly Plant intends to construct an approximately 2.5 million square foot expansion of the existing plant; and

WHEREAS, the three municipalities desire to enter into a Cooperative Agreement with Bramhall Engineering Company to act as reviewing engineer for site plan review of stormwater management related to the project.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF
THE CITY OF AVON LAKE, STATE OF OHIO

Section No. 1: The Mayor is hereby authorized to enter into a Cooperative Agreement between the City of Avon Lake, the City of Sheffield Lake, the Village of Sheffield, and Bramhall Engineering and Surveying Company (attached hereto) designating Bramhall Engineering and Surveying Company to act as reviewing engineer for the three municipalities for stormwater management related to the proposed expansion of the Ford Motor Company Ohio Assembly Plant.

Section No. 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section No. 3: This Ordinance is hereby declared to be an emergency measure necessary for the preservation of peace, health, safety, and welfare of the citizens of the City of Avon Lake. Therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: 10/24/2022

/s/ Martin E. O'Donnell
President of Council

POSTED: 10/28/2022

APPROVED: 10/25/2022

ATTEST: /s/ Valerie E. Rosmarin
Clerk of Council

/s/ Gregory J. Zilka
Mayor

**COOPERATIVE AGREEMENT BETWEEN BRAMHALL
ENGINEERING AND SURVEYING COMPANY, THE CITY
OF AVON LAKE, THE CITY OF SHEFFIELD LAKE,
AND THE VILLAGE OF SHEFFIELD FOR CIVIL
ENGINEERING SITE PLAN REVIEW OF STORMWATER
MANAGEMENT RELATED TO THE FORD MOTOR
COMPANY OHIO ASSEMBLY PLANT BUILDING
EXPANSION AND SITEWORK**

THIS AGREEMENT, is hereby made and entered into this _____ day of _____, 2022, by and among Bramhall Engineering and Surveying Company, the City of Avon Lake, Ohio, the City of Sheffield Lake, Ohio, and the Village of Sheffield, Ohio (the "Parties").

WHEREAS, the Ford Motor Company Ohio Assembly Plant ("Developer") is located within the corporate boundaries of the City of Avon Lake, Ohio, the City of Sheffield Lake, Ohio, and the Village of Sheffield, Ohio ("Municipalities"); and

WHEREAS, Developer intends to construct an approximately 2.5 million square foot expansion of the plant (the "Project") which will impact stormwater management for each of the Parties; and

WHEREAS, the Municipalities have agreed to utilize the services of one engineering firm as reviewing engineer for site plan review of stormwater management related to the Project, and to protect the individual interests of each of the Municipalities by minimizing the impact of stormwater; and

WHEREAS, Bramhall Engineering and Surveying Company ("Bramhall") has provided a proposal to provide the aforementioned services to the Parties (Attached hereto as Exhibit A); and

WHEREAS, it is in the best interest of the Parties to enter into a Cooperative Agreement designating Bramhall to act as reviewing engineer for stormwater management related to the Project.

NOW, THEREFORE, IN CONSIDERATION the promises and mutual covenants hereinafter set forth, and of other good and valuable considerations, the Parties hereby mutually agree upon the following.

A. RESPONSIBILITIES OF THE PARTIES

Section 1. Bramhall will act as reviewing engineer for the City of Avon Lake, Ohio, the City of Sheffield Lake, Ohio, and the Village of Sheffield, Ohio and perform civil engineering site plan review for storm water management for each of the three Municipalities related to the anticipated 2.5 million square foot expansion of the Ford Motor Company Ohio Assembly Plant and sitework as further detailed in Exhibit A attached hereto.

Section 2. Each of the Municipalities will allow Bramhall to enter upon its property, streets, road right-of-ways, and easements in order to accomplish the services as set forth at Section 1.

Section 3. Bramhall shall act as the lead representative for the Municipalities and shall act as primary contact with the Developer, as well as Developer's agents, contractors, and employees for all matters related to stormwater management related the Project.

Section 4. Bramhall shall promptly distribute copies of any plans, maps, designs, specifications, drawings, or any other information related to stormwater management related to the Project to each of the three Municipalities.

Section 5. Bramhall agrees that it will provide services in an independent fiduciary capacity to each of the Municipalities and shall ensure compliance with each of the Municipalities' laws and regulations related to stormwater management, and shall not approve any stormwater management design or plan which will benefit any of the Municipalities to the detriment of any other Municipality.

B. APPORTIONMENT OF COSTS

The City of Avon Lake shall be designated as the lead municipality for billing purposes. The Parties agree that Bramhall shall periodically submit bills for services pursuant to Exhibit A and that Avon Lake will bill the general contractor, Rudolph Libbe Inc., accordingly.

C. MISCELLANEOUS

Section 1. This Agreement constitutes the entire understanding of the parties and each party affirmatively represents that it did not rely upon any representation, promise or understanding not specifically mentioned herein in making this Agreement

Section 2. Any dispute between the parties based upon this Agreement shall be resolved by alternate dispute resolution (ADR) process, namely mediation or arbitration, as selected by the parties. In the event the parties choose mediation as their ADR, they shall mutually agree upon the mediator and each shall pay one-half (1/2) of any mediation expenses including mediator fees.

Section 3. In the event the parties choose arbitration as their ADR, each party shall mutually agree upon the arbitrator and each shall pay one-half (1/2) of any arbitration expenses including arbitration fees.

Section 4. This Agreement shall be modified or terminated only by consent of all parties.

Section 5. This Agreement shall be in full force and effect for such period of time as shall be necessary to complete the Project.

Section 6. If a court of competent jurisdiction determines any part or Section of this Agreement to be illegal or in conflict with applicable law, the remaining portions hereof shall remain intact and enforceable. In the event that any part or Section of this Agreement exceeds the authority of the Parties, the Parties shall seek to modify this Agreement to accomplish its general purpose of protecting the citizens of the Municipalities

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly respective officers thereunto duly authorized as of the day and year first above written.

Approved as to Form:

CITY OF AVON LAKE, OHIO

Director of Law
City of Avon Lake, Ohio

By: _____
Mayor

And By: _____
Director of Public Works

Approved as to Form:

CITY OF SHEFFIELD LAKE, OHIO

Director of Law
City of Sheffield Lake, Ohio

By: _____
Mayor

And By: _____
Director of Public Service

Approved as to Form:

VILLAGE OF SHEFFIELD, OHIO

Director of Law
Village of Sheffield, Ohio

By: _____
Mayor

And By: _____
Village Administrator

BRAMHALL ENGINEERING
AND SURVEYING COMPANY

By: _____

Its: _____

Exhibit A

801 Moore Road • Avon, Ohio 44011 • 440/934-7878 • Fax 440/934-7879

Equal Opportunity • Affirmative Action Employer



BRAMHALL
ENGINEERING &
SURVEYING COMPANY

August 31st, 2022

Mayor Dennis Bring
City of Sheffield Lake
609 Harris Road
Sheffield Lake, Ohio 44054

Mayor & Safety Service Director John D. Hunter
Sheffield Village
4340 Colorado Avenue
Sheffield Village, Ohio 44054

Mayor Gregory Zilka
City of Avon Lake
150 Avon Beldon Road
Avon Lake, Ohio 44012

Reference: **Civil Site Plan Review**
Ford Land – Ohio Assembly Plant – Building Expansion and Sitework

Dear Mayor Bring, Mayor Hunter and Mayor Zilka,

We appreciate the opportunity to provide you with the following Proposal for Professional Engineering Services for the above referenced project. On behalf of the Municipalities Bramhall Engineering and Surveying Company (BRAMHALL) proposes the following:

- Review preliminary design plans, final design plans and asbuilt verified plans.
- Correspond with all 3 municipalities, as required.
- Review storm water management calculations.
- Review post construction bmp manual.
- Review post construction stormwater maintenance agreement.
- Review stormwater pollution prevention plans.
- Assist the municipalities to review shop drawings, if required.
- Provide review comments in writing addressed to the municipalities.
- Attend project meetings in person or virtually as needed.

Clarifications and Exceptions

1. Applicant is to provide two (2) full size copies of each submittal to BRAMHALL for review. Reproduction costs are not included.
2. Construction Inspection is not included in this proposal.
3. Invoicing can be broken down in equal 1/3 parts or as directed.

Professional Services Fees

We propose to provide the Professional Surveying Services noted herein on an hourly, as needed basis in accordance with our Standard Hourly Rates, copy attached. Our Budget Estimate for the work is as follows:

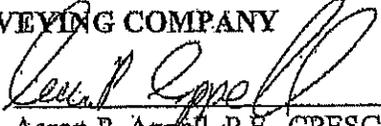
Nine Thousand Five Hundred Dollars..... \$9,500.00

The Professional Services Fee will be invoiced monthly. If the invoice is not paid within thirty (30) days, a 2% interest charge will be applied per month the bill is outstanding. The above quote is valid for services provided through December 31, 2022. Charges for our services after this date are subject to escalation.

ACKNOWLEDGED & ACCEPTED

ACKNOWLEDGED & ACCEPTED

**BRAMHALL ENGINEERING &
SURVEYING COMPANY**

By: 
Aaron P. Appel, P.E., CPESC

By: _____

Title: Partner

Title: _____

Date: August 31st, 2022

Date: _____

Bramhall Engineering & Surveying Company

Schedule of Rates for the Year 2022

Our services will be billed at an amount equal to the time expended multiplied by the following hourly rates:

	<u>Hourly Rate</u>
Principal	\$160.00
Senior Project Manager	\$150.00
Senior Professional Engineer	\$130.00
Professional Engineer	\$125.00
Professional Surveyor	\$125.00
Engineer II	\$90.00
Engineer I	\$80.00
Surveyor I	\$80.00
CESSWI Inspector	\$70.00
Senior Inspector	\$60.00
Inspector	\$50.00
Three- Person Survey Crew	\$160.00
Two-Person Survey Crew	\$142.00
GPS Survey System Unit Or Robotic Total Control System (One Person Survey Crew)	\$125.00
Senior Technician III	\$100.00
Senior Technician II	\$90.00
GIS Technician	\$85.00
Senior Technician I	\$80.00
Technician	\$60.00
Drafter	\$45.00
Administrative Assistant	\$50.00

Reimbursable expenses shall include the cost of reproduction of plans and documents as required, plus 10%, and mileage incurred for meetings and site visits.

The above rates are valid for services provided through December 31, 2022. Charges for our services after this date are subject to escalation.

Payment for our services shall be monthly.