

**ORDINANCE 2021-25
INTRODUCED BY: GRUBE**

4315

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A
DONATION AGREEMENT WITH THE CONNOR
FOUNDATION OF HUNTING VALLEY, OHIO AND
DECLARING AN EMERGENCY.**

WHEREAS, the Village desires to enter into a donation agreement with the Conner Foundation of Hunting Valley, Ohio (“Foundation”) whereby the Foundation will donate a sum of money to the Village of Chagrin Falls, to cover the cost of expenses and related services of a design firm to design a playscape for Riverside Park to replace the current playground located at the park (“Project”);

WHEREAS, Land studio of Cleveland, Ohio has been requested by the Foundation to assemble a list of local and regional landscape firms with the background and experience to work with the Village to design a playscape and the Village has agreed to accept a donation from the Foundation and to then determine the best proposal from the assembled group of landscape firms to engage the design of the Project and the Foundation has agreed to pay the fees and expenses of the landscape firm that is selected by the Village to design the Project, in an amount not to exceed \$20,000.00.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE
OF CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:**

Section 1. The Mayor is directed to enter into the Donation Agreement (“Agreement”) attached hereto and made a part hereof of as **EXHIBIT “A”** upon the terms and conditions contained therein, and hereby authorizes the Mayor to execute any and all documents necessary to receive the donation from the Foundation upon the terms and conditions described in the Agreement.

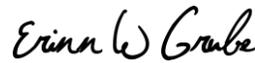
Section 2. Upon assembling the final list of local and regional landscape firms recommended by Land studio and the Mayor to design the Project, the proposals from such landscape firms shall be presented to Council for the Village of Chagrin Falls to approve the engagement of the landscape firm to design the Project, and upon receipt of such Project design, the Council will then determine whether to advertise for bids for the Project and after receiving such bids, to determine if it will proceed with the Project, which would be paid for through fund raising efforts to be made by interested residents, other stakeholders and the business community within the Village in order to raise sufficient funds to pay for the Project construction

Section 3. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

Section 4. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health and safety of the inhabitants of the Village and for the further reason that this Ordinance is necessary to be adopted as an emergency in order to commence design and committee review work for Project design and feasibility for construction, wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage and approval by the Mayor, otherwise it shall take effect and be in force after the earliest period allowed by law.

PASSED: May 24, 2021



Erinn Grube, Council President

Submitted to the Mayor for
his approval on this

25th day of May, 2021

Approved by the Mayor
May 25

_____, 2021



Mayor William Tomko

I hereby certify that Ordinance No. 2021-25 was duly enacted on the 24th day of May, 2021, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.



David Bloom, Clerk of Council

EXHIBIT “A”

DONATION AGREEMENT

This Donation Agreement (this “Agreement”) is made as of the ____ day of _____, 2021 by the Connor Foundation of Hunting Valley, Ohio (the “Foundation”) and the Village of Chagrin Falls (the “Village”).

RECITALS

1. The Foundation is interested in having the Village take the necessary steps to design and install a playscape to replace the current playground at Riverside Park in the Village (“Project”).
2. Due to significant interest by residents of the Village and other individuals and businesses who have an interest in seeing the Project come into being, the Foundation has generously offered to donate funds necessary to engage an experienced landscape firm who will design the Project.
3. The Foundation intends to donate the funds necessary to cover the costs of services and other related expenses of the landscape firm that is engaged by the Village for the Project design, in an amount not to exceed \$20,000, conditioned upon the adoption of an Ordinance authorizing the Mayor to enter into this Agreement and the Village engaging a landscape firm (“Design Firm”) assembled from a list prepared by Land studio who has been engaged by the Foundation to assist with the Project.

CONCLUDING THE GIFT

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed upon between the Foundation and the Village as follows:

1. Design Firm Selection. Land studio will assemble a list of local and regional landscape firms with the background and experience to work with the Village to design the Project. The Village, in collaboration with the Connor Foundation, will assemble a project advisory taskforce made up of residents and community members that is charged with reviewing, interviewing, and recommending a Design Firm to the Village Council. The members of the task force will consist of (i) all members of the Village Council Facilities and Services Committee;(ii) two (2) representatives of the Foundation; and (iii) two (2) representative members of the residents of the Village who are not elected or appointed officials of the Village. The Design Firm will be selected based upon their experience and ability to timely design the Project and that shares a vision with the Village for the design, installation, and use of the Project. The Design Firm selected to design the Project will work with community stakeholders to develop a conceptual/schematic design for the Project. Once the Project design has been approved by the Village, the

Village Engineer will work with the selected Design Firm to translate the design vision into an engineered, buildable and biddable Project.

2. Expenses of Project. The Foundation will pay for the fees and expenses of the selected Design Firm to design the Project, in an amount not to exceed \$20,000. The Project design to be submitted by the selected Design Firm to the Village will include the design for the new space, with renderings to illustrate the vision for the Project and a cost estimate that will be reviewed and verified by the Village Engineer as part of the scope of their work. The Project design by the selected Design Firm will provide materials suitable for public presentation and fund raising purposes.
3. Donation. The Village will submit bills within thirty (30) days after receipt of detailed invoices from the Design Firm setting forth their services rendered, the amount of time expended, the fees, and related expenses to be documented with the billing, no less often than every two (2) months, from inception of engagement of the Design Firm, to the Foundation for reimbursement. The maximum amount the Foundation will reimburse the Village for the services of the Design Firm shall be in an amount not to exceed the sum of \$20,000("Donation"). Reimbursement shall relate exclusively to the scope of services contemplated in the previous paragraph.
4. Conditions to Donation. The obligation of the Foundation to make the Donation shall be subject to the following conditions:
 - (a) The Village adopts an Ordinance approving this Agreement.
 - (b) The Village selects the Design Firm from a list provided by Land studio to the Village.
 - (c) The Village selects the Design Firm no later than ninety (90) days after receiving the list of recommended landscaping firms from Land studio.
5. Project Obligations. The Village will not be obligated to approve any design for the Project, and may withdraw from consideration of the Project at any time it determines that it is not satisfied with the design of the Project, the vision of the Project, fund raising capabilities for installing the Project, or for any other reason the Village determines that it is not in the best interest of the Village and its residents to proceed with the Project. In the event the Village makes such determination, the Foundation's obligation to reimburse the Village shall be limited to those services rendered by the selected Design Firm up to the date that the determination is made by the Village not to proceed with the Project. In the event that the services of the Design Firm exceed the maximum amount the Foundation is willing to donate, the Village shall be obligated to pay the balance of such fees and expenses of such firms.
6. Foundation Recognition. The Village and Foundation agree that the Foundation's contribution to the Project should receive public recognition. The Village agrees that the Foundation will receive attribution for its donation to the Project by any sign identifying the Project and listing those who donated money or services for the Project.

7. Consent Not Required. The Foundation agrees that its consent to the conceptual/schematic design, vision for the Project, or the final design of the Project, the Design Firm selected to design the Project, the contractor(s) hired to install the Project, and any related decisions shall not require the consent or approval of the Foundation.

8. Miscellaneous. This Agreement may be modified only by a written instrument executed by both the Foundation and the Village and constitutes the entire Agreement of the Foundation and the Village with respect to the subject matter of this Agreement and supersedes all prior agreements, understandings, or representations relating to the subject matter of this Agreement. This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Connor Foundation and the Village of Chagrin Falls have signed this Agreement as of the date stated on the first page of this Agreement.

CONNOR FOUNDATION

By: _____
Erin Reif

Its: _____

VILLAGE OF CHAGRIN FALLS

By: _____
William Tomko

Its: Mayor _____