

ORDINANCE RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

Ordinance No. 5296

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MITIGATION CREDIT PURCHASE AGREEMENT WITH THE NATURE CONSERVANCY FOR THE PURCHASE OF WETLAND MITIGATION CREDITS FOR THE NEW BRECKSVILLE BROADVIEW HEIGHTS ELEMENTARY SCHOOL PROJECT; AND DECLARING AN EMERGENCY

WHEREAS, the City is obligated to mitigate for impacts to wetlands at its proposed new elementary school site in the City of Brecksville, Cuyahoga County, Ohio.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Brecksville, County of Cuyahoga, and State of Ohio, that:

SECTION 1. The Mayor be, and he hereby is, authorized to enter into a Mitigation Credit Purchase Agreement with The Nature Conservancy for the purchase of wetland mitigation credits for the new Brecksville Broadview Heights Elementary School Project in the amount of eighty-six thousand, five hundred twenty dollars (\$86,520.00), a copy of which Mitigation Credit Purchase Agreement is attached hereto as Exhibit "A" and incorporated herein as if by reference.

SECTION 2. The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof, and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes as expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.


SECTION 3. The Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is to mitigate for impacts to wetlands for the new Brecksville Broadview Heights Elementary School Project, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise, from and after the earliest period allowed by law.

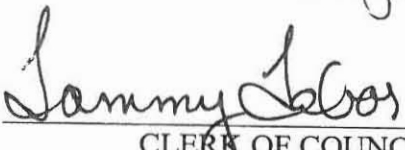
PASSED: January 21, 2020

APPROVED: January 21, 2020

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5296 duly passed by the Council of the City of Brecksville, Ohio, on 1-21, 20 20 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 1-24, 20 20.


MAYOR


CLERK OF COUNCIL


CLERK OF COUNCIL

The Nature Conservancy
Ohio Stream and Wetland In-Lieu Fee Mitigation Program



Final Credit Request Form

Contact information	Purchaser's Name	City of Brecksville				
	Address	0969 Brecksville Rd, Brecksville OH. 44141				
	Consultant's Name	Chagrin Valley Engineering, Ltd.				
	Consultant Project Lead	Larry Ludwig				
	Address	22999 Forbes Rd, Suite B Cleveland, OH 44146				
	Phone Number	(440) 439-1999				
	Email	Ludwig@cvelimited.com				
Project Information	Project Name					
	Corps ID No. (if applicable)	LRB 2016-01281				
	Water Quality Certification No. (if applicable)	196317				
	Latitude/Longitude	(41.305483, -81.665292)				
	8-digit HUC	04110002				
Impacts	Stream (linear feet)	Ephemeral	Intermittent	Perennial	Total	
	404 Wetlands (acres)		Category 1	Category 2	Category 3	Total
		Forested				
	Nonforested					
	Isolated Wetlands (acres)	Forested				
		Nonforested				
Mitigation Credits Required	Stream Credits	206 Linear Feet @ \$420.00 per LF				
	Wetland Credits/Type					
	Total Purchase Amount (\$)	\$86,520.00				

By Purchaser's signature, Purchaser agrees to all the terms and provisions of the Purchase Agreement on the back of this form.

[PURCHASER] City of Brecksville		[PURCHASER'S CONSULTING FIRM] Chagrin Valley Engineering, Ltd.	
Signature: 		Signature: 	
Print: JERRY W. KRODY	Date: 1-27-20	Print: Larry Ludwig	Date: 10/08/19

Please send form (email or hard copy) to: The Nature Conservancy; Attn: Devin Schenk; Mitigation Program Manager; 6375 Riverside Drive, Suite 100; Dublin, Ohio 43017; dschenk@tnc.org

**Ohio Stream and Wetland In-Lieu Fee Mitigation Program
Mitigation Credit Purchase Agreement**



The Nature Conservancy (TNC) operates the Ohio Stream and Wetland In-Lieu Fee Mitigation Program (the "Program") which is an In-Lieu Fee Mitigation Program approved to sell stream and wetland credits throughout the state of Ohio. The City of Brecksville (Purchaser) desires to purchase credits from the Program for the Brecksville Broadview Hts. New Elementary School Project (Corps ID No. LRB-2016-01281). In so doing, Purchaser hereby agrees to the following terms and conditions:

1. **PURCHASE PRICE:** Purchaser shall, subject to the terms and conditions hereinafter provided, pay to TNC the price per credit set forth in the "Letter of Credit Availability and Reservation" (the "Reservation Letter"). If a Reservation Letter was not received by Purchaser within the last one hundred (100) days, the Purchaser shall contact TNC for confirmation of the Purchase Price. The Purchase Price shall be paid in the following manner:
 - A. Upon signing and delivery of this Form and Agreement, Purchaser will submit payment in full of the Purchase Price to TNC.
 - B. Payment should be in immediately available funds in the form of a cashier's check or certified check payable to the 'Ohio Water Development Authority'. If payment is by check not in the form of a cashier's check or certified check, payment shall not be deemed to have been made until the check has cleared.
2. **CREDIT SALE COMPLETION REQUIREMENTS:** The sale of credits identified in the Final Credit Request Form shall be deemed to have occurred upon the completion of ALL of the following requirements: (i) payment in full of the Purchase Price by Purchaser in accordance with the above terms, and (ii) issuance of a Payment Voucher by TNC to Purchaser. Payments for the purchase of credits from the Program are not tax deductible contributions.
3. **NO ENDORSEMENT:** TNC plays no role in the Corps' or OEPA's decision to approve or deny a permit or whether mitigation is a necessary condition of any such permit or whether the permitted activity complies with laws, rules or regulations. Further, provision of any credits by TNC under this Program shall in no event be construed as an endorsement or support for the permitted activity.
4. **NON-REFUNDABLE:** The purchase of mitigation credits is non-refundable.
5. **NO USE OF TNC NAME/LOGO:** Purchaser may not use TNC's name or logo in any way without prior written consent from TNC, except to the extent necessary to comply with legal or contractual requirements to specify the source of the purchase of credits.

The Nature Conservancy

By: _____ Date: _____

Bill Stanley, Ohio State Director