

RESOLUTION NO. 76-1990

Offered by Mayor and Council

(Revised 11/3/90)

A RESOLUTION AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO A CONTRACT WITH THE CUYAHOGA COUNTY ^{SANITARY} ENGINEER FOR MAINTENANCE OF SEWERS AND DECLARING AN EMERGENCY

WHEREAS, the Mayor has received a proposal from the Cuyahoga County ^{SANITARY} Engineer for maintenance of sewers within the Village of Richfield; and

WHEREAS, the foregoing proposal is for professional services and not subject to advertisement and bidding.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Richfield, Summit County, Ohio, that:

SECTION 1: That the Mayor and Finance Director be, and they hereby are, authorized and directed to enter into an agreement with the Cuyahoga County ^{SANITARY} Engineer for maintenance of sewers in the Village in accordance with the proposal attached hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 2: This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety and for the further reason that the maintenance of said sewer system must begin at the earliest possible time; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members elected or appointed, it shall be in force and take effect immediately after its passage and signature by the Mayor; otherwise, it shall take effect and be in force from and after the earliest date provided by law.

Passed: 11/6/90

[Signature]
President of Council

[Signature]
Mayor

Dated: 11/6/90

ATTEST:
[Signature]
Clerk of Council

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 1990 by and between the VILLAGE OF RICHFIELD, 4410 West Streetsboro Road, P. O. Box 387, Richfield, Ohio 44286-0387 ("Richfield") and COUNTY OF CUYAHOGA, DEPARTMENT OF COMMUNITY SERVICES, SANITARY ENGINEERING DIVISION, 6100 West Canal Road, Valley View, Ohio 44125 ("Cuyahoga County").

WHEREAS, Richfield is constructing new sanitary sewers in the Village; and

WHEREAS, Cuyahoga County has approved of the design and construction installation of the sewers; and

WHEREAS, it will be necessary to maintain the sewers when they are placed in operation; and

WHEREAS, Cuyahoga County has sufficient personnel and equipment to provide maintenance for the sewers; and

WHEREAS, Richfield desires to engage Cuyahoga County under the terms set forth in this Agreement to maintain its sewers.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties:

SECTION 1. Sanitary Sewer Maintenance. That Richfield does hereby contract with and engage Cuyahoga County and Cuyahoga County agrees to contract with and become engaged by Richfield to maintain the sanitary sewers owned by Richfield.

SECTION 2. Proposed Schedule of Services. Cuyahoga County will, at a minimum, provide the services set forth in the letter from James A. Brueggeman, Sanitary Engineer to Mayor Ralph R. Waszak dated July 19, 1990, a copy of which letter is attached

hereto as Exhibit "A" and incorporated herein fully as if by reference.

SECTION 3. Billing. Cuyahoga County will bill, on a quarterly basis, Richfield for all services provided within the preceding three-month period. Payment of each statement shall be made by Richfield within thirty (30) days of receipt of the statement.

SECTION 4. Insurance. Cuyahoga County will maintain adequate insurance in an amount not less than \$1,000,000 comprehensive general liability and \$1,000,000 umbrella naming Richfield as co-insured during the course of this agreement. Further, Cuyahoga County agrees to indemnify and hold Richfield harmless from any liability whatsoever arising from its maintenance of, or for any operation and maintenance problems of, the sewer caused by an act of Cuyahoga County or its agents or employees.

SECTION 5. Records. Cuyahoga County agrees to retain all records of services rendered and maintenance performed on the sewer and to make such records available to Richfield at such reasonable times and places as requested by Richfield.

SECTION 6. Term. This Agreement shall remain in full force and effect for an initial term of five (5) years commencing January 1, 1991. Thereafter it shall be automatically renewed for a term of three (3) years unless either side gives written notice to the other party of its intent to cancel the contract. Such written notice shall be sent at least six (6) months prior to the termination date of the contract.

SECTION 7. Notices. All notices, requests, invoice demands or other communications required or permitted under this Agreement will be deemed to have been duly given if in writing and personally delivered to the party to whom it is intended or sent by registered or certified mail and addressed as shown below or to such other address as may be designated from time to time by either party:

If to County: County of Cuyahoga
Department of Community Services
Sanitary Engineering Division
6100 West Canal Road
Valley View, Ohio 44125
Attention: Sanitary Engineer

If to Richfield: Village of Richfield
Director of Finance
4410 West Streetsboro Road
P. O. Box 387
Richfield, Ohio 44286-0387

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

VILLAGE OF RICHFIELD

By _____
Its Mayor

By _____
Its Finance Director

APPROVED AS TO FORM:

Director of Law

BOARD OF COUNTY COMMISSIONERS

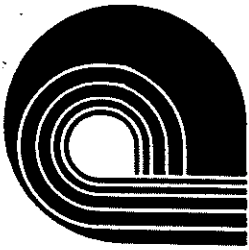
By _____

By _____

By _____

APPROVED AS TO FORM:

Assistant County Prosecutor



COUNTY OF
CUYAHOGA

Department of Community Services

Edwin Price
Director

Commissioners

Mary O. Boyle
Virgil E. Brown
Timothy F. Hagan

Sanitary Engineering Division

James A. Brueggeman, P.E.
Sanitary Engineer

July 19, 1990

Mayor Ralph R. Waszak, Sr.
Village of Richfield
4410 W. Streetsboro Road
P.O. Box 387
Richfield, Ohio 44286-0387

Dear Mayor Waszak:

The following proposal will address the operation and routine maintenance of the pump stations and the gravity sanitary lines.

RICHFIELD PROPOSAL

PROPOSED SCHEDULE (PUMP STATIONS)

1. Weekly operation/maintenance based on two (2) visits per week.
30 min./day
2. Quarterly maintenance.
30 min./quarterly
3. Emergency call-outs or any unscheduled activities after the normal work day.
1 1/2 of base rate

ESTIMATED TIME PER STATION PER YEAR

1. Weekly - One (1) hour
52 hours/year
2. Quarterly - 1/2 hour quarterly 0 (includes routine maintenance such as grease, oil, belts, etc.).
2 hours/year

Continued

ESTIMATED COST PER STATION PER YEAR

52 hours - yearly
2 hours - quarterly maintenance
54 hours - yearly cost per station

\$80.00/hour x 54 hours = \$4,320.00

TOTAL COST PER YEAR FOR ALL PUMP STATIONS

\$4,320.00 X 6 = \$25,920.00

These costs are based on a very rough estimate of what the department has experienced with similar facilities. The actual operational demands will dictate required man-hours to operate these facilities in an acceptable manner.

Two of the pump stations are basic grinder pumps and may be less expensive, man-hour wise, to operate. If the grinder stations would take only 15 minutes to operate per station, the cost per year would be reduced to approximately \$21,600.00 per year. But again, this is calculated making certain assumptions that may or may not be totally accurate.

PROPOSED SCHEDULE (SANITARY SEWER LINES)

The recommended schedule, or best management practice, is to jet (high pressure cleaning) the entire system every two (2) years and to televise (closed circuit televising) every four (4) years.

The schedule for sewer jetting and televising has been figured to the year 1998, with the year 1995 having all systems on line.

The cost for the first year of sewer maintenance will be approximately \$4,500.00 (based on 1990 rates). All costs are based on 1990 rates so for budgetary purposes, rates should be adjusted upward for the remaining years.

Continued

There are a few benefits that are included with the County that are not normally included with other organizations.

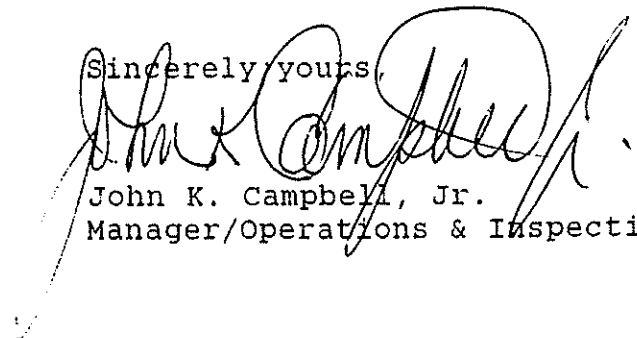
1. 24 Hour On - Call Service - The County is available 24 hours a day, 7 days per week, 365 days per year. There is not a separate charge for this service and bills are charged against time and materials only.
2. Activity Billing The County does not charge a "set-up" fee but only for actual work performed. This is work performed at the job site only.
3. Emergency Services - Along with the twenty-four (24) hour coverage, the County is involved in most areas of sewer maintenance and has the resources to assist or complete a job in an emergency situation.
4. Reporting - The County will provide updates on activities performed and budgetary information as the City requires. If the need arises, our staff can be present at council meetings or utility meetings if necessary.

I hope these proposals have answered any questions that you have concerning what the County can do in the environmental field.

The Sanitary Engineering Department is very appreciative in being able to have the opportunity to be involved in the new Richfield Village sewer system.

If you have any further questions, please feel free to call at any time.

Sincerely yours,



John K. Campbell, Jr.
Manager/Operations & Inspections

JKC/tmc
JC-23

RICHFIELD PROPOSAL

<u>YEAR</u>	<u>JETTING/TELEVISIONING</u>	<u>PUMP STATIONS</u>	<u>TOTAL</u>
1990	\$ 4,445.00	\$21,600.00*	\$26,045.00
1991	\$ 3,315.00	\$30,240.00	\$33,555.00
1992	\$14,092.00	\$30,240.00	\$44,332.00
1993	\$23,248.00	\$30,240.00	\$53,488.00
1994	\$32,630.00	\$30,240.00	\$62,870.00
1995	\$39,340.00	\$30,240.00	\$69,580.00

*Assumes grinder stations require less time to operate and, conversely, a reduction in manpower requirements.

JC-24

76-1990 EX "A"

RICHFIELD PROPOSAL

<u>YEAR</u>	<u>SEWER DISTRICT #1 (23,779 ft.)</u>		<u>SEWER DISTRICT #2 (15,473 ft.)</u>		<u>SEWER DISTRICT #3 (31,756 ft.)</u>	
	<u>JETTING*</u>	<u>C.C.T.V.**</u>	<u>JETTING</u>	<u>C.C.T.V.</u>	<u>JETTING</u>	<u>C.C.T.V.</u>
	<u>(IN LINEAL FEET)</u>		<u>(IN LINEAL FEET)</u>		<u>(IN LINEAL FEET)</u>	
1990	-0-	-0-	-0-	-0-	7,939	-0-
1991	-0-	-0-	3,868	-0-	7,939	-0-
1992	5,945	-0-	3,868	-0-	15,878	-0-
1993	5,945	-0-	7,736	-0-	15,878	7,939
1994	11,390	-0-	7,736	3,868	15,878	7,939
1995	11,890	5,945	7,736	3,868	15,878	7,939
1996	11,890	5,945	7,736	3,868	15,878	7,939
1997	11,890	5,945	7,736	3,868	15,878	7,939
1998	11,890	5,945	7,736	3,868	15,878	7,939

*JETTING - High Pressure Cleaning
 **C.C.T.V. - Closed Circuit Televising

RICHFIELD PROPOSAL

<u>YEAR</u>	<u>SEWER DISTRICT #1</u>		<u>SEWER DISTRICT #2</u>		<u>SEWER DISTRICT #3</u>	
	<u>P.S.*</u>	<u>G.P.**</u>	<u>P.S.</u>	<u>G.P.</u>	<u>P.S.</u>	<u>G.P.</u>
1990	-0-	-0-	-0-	-0-	4	2
1991	-0-	-0-	2	-0-	4	2
1992	1	-0-	2	-0-	4	-0-

*P.S. - Pump Station
**G.P. - Grinder Pump

JC-32

76-1990 EX "A"