DELIVERED SEP 04 2025

CITY OF MIDDLEBURG HEIGHTS, OHIO

Resolution No. 2025-49

Introduced By: Mr. Meany
Co-Sponsors: Mr. Ali, Mr. McGregor

A RESOLUTION
AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS TO PROVIDE CERTAIN SERVICES RELATIVE TO THE CITY STORM AND SANITARY SEWERAGE SYSTEMS

WHEREAS, the City of Middleburg Heights and Cuyahoga County presently have a sanitary and storm sewer agreement in which Cuyahoga County maintains the City sewers; and

WHEREAS, Cuyahoga County Public Works is in the process of updating Full-Service Municipality Agreements as many date back to the time when Cuyahoga County was managed by County Commissions; and

WHEREAS, Cuyahoga County Public Works will continue to provide the same service with sewer and maintenance issues and will continue to partner in sanitary and storm sewer infrastructure management.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor be and hereby is authorized to enter into a Sanitary & Storm Sewer Contract with the Cuyahoga County Department of Public Works, a copy of which is attached hereto as Exhibit A and made a part hereof, to provide certain services relative to the City Storm and Sanitary Sewerage Systems.

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution 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 actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: 9/9/25

David Bortolotto
President of Council

Attest: M. Meola
Clerk of Council

Approved On: 9-11-25

Matthew Cash
Mayor

Presented to Mayor: 9/10/25

	Yea	Nay
Bortolotto	✓	
Ali	✓	
Sage	✓	
Meany	✓	
McGregor	✓	
Ference	✓	
Zakel	✓	

I, Mary Ann Meola Clerk of the Council of the City of Middleburg Hts., Ohio, hereby certify that Res 2025-49 adopted by the Council of the City of Middleburg Hts., on 9/9/25 was posted for a period of fifteen days, beginning 9/12/25 and remained so posted for fifteen days at the two posting places as designated by Charter.

Mary Ann Meola
Clerk

CERTIFICATE

I, Mary Ann Meola, Clerk of Council of the City of Middleburg Heights, Ohio, do hereby certify that the foregoing is a true and accurate copy of Res. 2025-49 passed on the 9th day of September 2025 by said Council.

Mary Ann Meola
Clerk of Council

SANITARY & STORM SEWER CONTRACT

by and between

COUNTY OF CUYAHOGA, OHIO

and the

CITY OF MIDDLEBURG HEIGHTS

THIS CONTRACT (the "Contract"), effective as of the latest date of signature of the Parties to it (the "Effective Date"), by and between Cuyahoga County, Ohio, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof (the "County"), and the City of Middleburg Heights (the "City"), pursuant to the authority of Ordinance/Resolution No. ____ passed by Council on _____.

WHEREAS, the entire territory within the limits of the City is designated within County Sewer District No. 8;

WHEREAS, the City owns all of the storm and sanitary sewers and sanitary sewerage systems within the City located in the public right-of-way and easements (the "City Sewers"), excluding any sanitary sewers owned and maintained by the Northeast Ohio Regional Sewer District, ("NEORSD") and any sanitary sewers owned and maintained by any homeowner associations or private developers ("HOAs"). Future improvements to City Sewers shall similarly be owned by the City;

WHEREAS, the City owns all distribution water lines located in the public right-of-way and easements within the City, excluding the transmission lines owned and maintained by the City of Cleveland Water Department ("CWD");

WHEREAS, the City desires to have the County maintain its City Sewers as part of the storm and sanitary sewer system of County Sewer District No. 8;

WHEREAS, the City desires to have the County collect funds for the City's maintenance of the City Sewers;

WHEREAS, the City may request the County to collect funds for the City's maintenance of the City's water lines;

WHEREAS, Council for the City has adopted Ordinance/Resolution No. _____, on _____ _____, authorizing the mayor to enter into a Sanitary and Sewer Contract with the County;

NOW THEREFORE, it is agreed that in consideration of the covenants and agreements contained herein and the conditions enumerated below, the City and the County agree as follows:

SECTION I. GENERAL CONDITIONS

A. The City shall own all storm and sanitary systems within its limits, including any improvements made during the term of this Contract and shall obtain all regulatory permits required, except for any sanitary sewer system owned by the NEORSD or any HOAs.

B. The City shall be responsible for acquiring any and all permits, easements, and rights of entry necessary for the construction, operation, maintenance, and repair of the City Sewers.

C. The City shall be responsible for the design and construction of any expansion of the City Sewers, subject to the prior review and approval by the County. Upon completion of the work on any City Sewers, the improvements shall become part of the County Sewer District No. 8, to be thereafter maintained by the County under the terms and conditions of this Contract.

D. All maintenance and repair to the City Sewers shall be done in accordance with the County Rules and Regulations dated October 2019 and the Uniform Standards for Sewerage Improvements dated December 2019, and as such standards, rules and regulations may be hereafter amended.

E. The City shall notify the County when any work is to be performed in the vicinity of the storm or sanitary sewerage system that may affect the integrity of said system.

F. Before construction of any storm or sanitary sewerage improvement, the plans shall be reviewed and approved by both the City Engineer and the County as well as any applicable reviewing agencies.

G. Upon completion of the work on any City Sewers, the City shall provide the County with a complete set of as-built plans.

H. No work or construction of any storm and/or sanitary sewer improvements shall be done except in the presence of an inspector employed by the County. The City may also perform inspection on a case by case basis only if approved by the Cuyahoga County Chief Sanitary Section Engineer. The County shall be responsible for inspection of the following:

(1) All sanitary sewers and those storm sewers financed by the District Stormwater Fund;
(2) Residential storm and sanitary service connection or laterals;
(3) Commercial storm and sanitary sewers, service connections, or laterals; and
(4) Industrial storm and sanitary sewers, service connections, or laterals.
(5) Residential, Commercial, and Industrial storm and sanitary lateral repairs and rehabilitation on both private and public property.
(6) Pump stations.

The City may also inspect construction work on main line sanitary and storm sewers.

I. The County shall be the custodian of records for the City Sewers. Upon execution of this Contract, the City shall deliver to the County those storm and sanitary sewerage system and appurtenances records currently in the control of the City.

J. The County will prepare and submit an annual service report for all services performed for the City pursuant to this Contract no later than the end of the first quarter following the end of the fiscal year. Said annual service report shall include an accounting of revenue collected by the County as well as the charges associated with the services performed by the County for and on behalf of the City. Upon agreement of the parties, more frequent reports, such as monthly or quarterly reports, shall be provided.

K. The monies collected for the storm and sanitary sewer lines cannot be comingled. Additionally, upon reasonable notice by the City, the City may request an itemization of the balances contained in the storm and sanitary sewer funds.

SECTION II. SANITARY SEWERS

A. The County and the City may each provide planning and engineering of all sanitary sewerage projects in cooperation with each other. The City shall have the right of first refusal to perform said planning and engineering services, provided further that all planning and engineering projects must be reviewed and approved by the County.

B. The County, as directed by the City, shall establish a schedule of just and equitable sanitary water rates in agreement with the City to be collected from the owners of all parcels within the City that have access to sanitary sewers (unless excepted by mutual agreement of the County and the City). In accordance with Section 729.49 of the Ohio Revised Code, the County shall at any time after billing said users, collect unpaid charges for system use in the manner prescribed by law for municipal corporation taxes. Upon collection by the County Treasurer, such sanitary sewer system money shall be placed in a distinct fund to the credit of Sewer District No. 8 (hereinafter referred to as the District Sanitary Fund.) It is understood that the established rate for Sanitary Sewer System services shall be set forth in the attached Pricing Schedule, identified as Exhibit □A□ but that said rate may be adjusted by the County to ensure sufficient monies within the District Sanitary Fund to cover the cost of services performed by the County under the terms of this Contract, as well as providing for a reasonable carry-over balance. The County agrees to provide the City with six (6) months□notice for any sanitary rate increase.

C. Unless otherwise authorized in writing by the parties, on a case by case basis, during the term of this Contract (and any extension thereof), the City agrees to utilize the services of the County as sole provider, to the exclusion of all other entities, regarding the following sanitary sewer system services (□Core Services□):

(1) Mainline sanitary sewer cleaning and televising;
(2) Maintenance and repair of sanitary mainlines and lateral connections in the public right-of-way and public easements;
(3) Engineering (plan review and approval only);
(4) Pump station maintenance;

(5) Twenty-four hour service;
(6) Sanitary sewer lateral cleaning in the public right-of-way. County shall not be responsible for sanitary sewer lateral cleaning or sanitary grinder pump and force main lateral cleaning or maintenance on private property, but may do so at County's discretion or at the request of the City;
(7) Issuance of permits;
(8) Inspection, as stated in Section IH and
(9) Inflow & Infiltration inspection.

It is understood that the City may, by written submission, request additional services from the County beyond these Core Services.

D. For and in consideration of the County's performance of said Core Services and any additional services requested by the City, the City agrees to pay the County an amount equal to those charges enumerated in the current County Hourly Rate Sheet, as may be amended from time to time, or such other reasonable charge if not specifically enumerated therein. Said charges shall be deducted by the County from the District Sanitary Fund.

E. The City agrees that the current County Hourly Rate Sheet applies only to services performed by the employees of the CCDPW, Sewer Division. All other services performed by parties other than employees of the Sewer Division will be billed for actual costs incurred, including an appropriate amount of overhead attributable to the performance of these services.

F. Sewer connection permits shall be obtained and issued by the CCDPW, Sewer Division for all sanitary lateral and service connections prior to tie in, after authorization by the City.

G. A permit shall be obtained from the County for all lateral repairs or rehab work on the public or private side of the R/W. This work shall be in the presence of an inspector employed by the County.

H. The City shall be responsible for the collection of all tap-in fees.

I. The County shall be responsible for the sampling, testing, and metering of sanitary sewers and service connections.

SECTION III. STORM SEWERS

A. Before construction of any storm sewers, the plans shall be reviewed and approved by the City Engineer. The County shall review and approve any plans financed by the District Storm Water Fund (as defined in ¶III(B) below). The County shall review and approve the plans financed by the District Storm Water Fund. The County shall also review plans for any private property (commercial/industrial) storm sewer work that will make a direct connection to public City storm sewers maintained by the County.

B. The County, as directed by the City, shall establish a schedule of just and equitable storm water rates in agreement with the City to be collected from the owners of all parcels within the City that have access to storm sewers (unless excepted by mutual agreement of the

County and the City). Upon collection by the County Treasurer, such storm water money shall be placed in a distinct fund to the credit of Sewer District No. 8 (hereinafter referred to as the District Storm Water Fund.) The established rate for Storm Water shall be set forth in the attached Pricing Schedule, identified as Exhibit □A□ but that said rate may be adjusted by the County, as directed by the City, to ensure sufficient monies within the District Storm Water Fund to cover the cost of services performed by the City and/or County under the terms of this Contract, as well as providing for a reasonable carry-over balance.

C. Unless otherwise agreed in writing by the parties, the City agrees to provide the necessary personnel, equipment and material for the operation, maintenance and repair of City-owned storm sewer main lines, lateral connections in the public right-of way or easements, service connections on public property, catch basins, catch basin laterals, retention and detention basins, manholes, culverts, ditches and natural water courses all on public property or easements only. Provided sufficient funds exist, the City may apply to the County, and the County shall reimburse the City from the District Storm Water Fund, for the reasonable cost of maintenance, repair, replacement, and construction of storm water sewerage systems.

D. The City may request the County to provide the necessary personnel, equipment, and material for the maintenance of City-owned storm sewer main lines in the public right of way or easements. The County may choose to accept or deny any such request based upon the availability of sufficient funds in the District Storm Water Fund and the availability of other resources to complete the work.

E. For and in consideration of the County□s performance of said services requested by the City, the City agrees to pay the County an amount equal to those charges enumerated in the current County Hourly Rate Sheet as may be amended from time to time, or such other reasonable charge if not specifically enumerated therein. Said charges shall be deducted by the County from the District Storm Water Fund.

F. The City agrees that the current County Hourly Rate Sheet applies only to services performed by the employees of the CCDPW, Sewer Division. All other services performed by parties other than employees of the Sewer Division will be billed for actual costs incurred, including an appropriate amount of overhead attributable to the performance of these services.

G. Except as otherwise provided herein, new work or construction of any storm sewer main lines, catch basins, catch basin laterals, manholes, culverts and storm water detention and retention basins shall be done by, permitted by, and inspected by the City or the County in conformity with the General Project Inspection Memo, a copy of which is attached as Exhibit B.

H. Storm sewer connection permits shall be obtained from the County for all lateral connections prior to tie in. The construction of such lateral connections shall be in the presence of an inspector employed by the County.

I. A permit shall be obtained from the County for all lateral repairs or rehab work on the public or private side of the right of way. This work shall be in the presence of an inspector employed by the County.

J. The City shall be responsible for the collection of any storm sewer tap-in fees.

SECTION IV. PUMPING STATIONS AND FORCE MAINS

A. The City shall own all pumping stations and force mains within municipal limits and obtain all required regulatory agency permits.

B. The City shall maintain all grounds and landscaping around the pump station.

C. The utilities provided to pump stations will be County accounts.

D. Before construction of any pumping station or force main, the plans shall be reviewed and approved by the City Engineer and the County. The City shall have the right of first refusal to the planning and design of pump station projects.

E. The County agrees to provide the necessary personnel, equipment, and material to operate and repair pumping station and force main facilities. All pump stations shall be brought up to current code standards which includes but is not limited to Cuyahoga County Uniform Standards for Sewerage Improvements, County Standards Detail for Pump Stations, Ten States Standards for Wastewater, UL Standards.

F. The County shall make all necessary repairs or improvements to the pumping station and force main facilities. The City will be responsible for the cost of any material used in the repair which may include but is not limited to pumps, valves, piping, electrical and electronic components.

G. The City shall be responsible for the cost of expansion of any pump station or force main facility.

H. The City shall engage in discussions with CCDPW regarding asset management planning for sanitary pump station infrastructure.

I. No work on construction of any pumping station or force main shall be done except in the presence of an inspector employed by the County.

J. The City shall be responsible for acquiring any and all deeds and easements necessary for the construction, maintenance, operation and repair of the pumping station and force main facilities.

K. Home grinder pumps and force mains for residential shall be excluded from the agreement. This includes home sump pumps and grinder pumps. These units shall not be the County responsibility to operate and maintain.

SECTION V. ADDITIONAL SERVICES

In addition to the Services described in the preceding sections, the City may request the County perform such other Additional Services as are mutually agreed upon by the Parties. Prior to performing any such Additional Services, the Parties shall agree upon the scope and a fee for such services, which shall be documented in a separate Scope of Work, which shall be subject to the terms and conditions of this Contract to the extent they do not conflict with the terms of the Scope of Work.

SECTION VI. TERMINATION OF CONTRACT

A. This Contract shall remain in full force and effect until terminated as provided in this Section. Any notice of termination shall be certified mail, addressed to the person designated for receipt of notices in this Contract. Upon termination of the Contract by the City, the City shall pay any and all outstanding expenses relating to the performance of this Contract within thirty (30) days of the receipt of a statement showing monies owed. However, either the City or the County may elect to have the County continue collecting funds from the respective parcels within the City until such time as all debt and/or liabilities incurred by the City under the terms of this Contract are paid, unless the City elects to pay all outstanding debts and/or liabilities in full within thirty (30) days of the receipt of a statement showing monies owed.

B. Termination for Convenience. Either Party may terminate this Contract without cause for convenience be providing three (3) months prior written notice of the intent to terminate. Any such termination for convenience shall become effective three (3) months after receipt of the notice by the other party.

C. Termination for Default. Either party may terminate this Contract, in whole or in part, whenever such party determines that the other has failed satisfactorily to fulfill its material obligations and responsibilities hereunder and is unable to cure such failure within a reasonable period of time, not to exceed thirty (30) calendar days. Such termination shall be referred to as "Termination for Default." If the defaulting party is unable to cure the failure within the specified time period, the party seeking to terminate may, by giving written notice thereof to the defaulting party, terminate this Contract, in full or in part, as of the date specified in the notice of termination. The County, however, shall be paid for all services and/or materials provided on or prior to the date of termination.

D. Termination for Financial Instability. In the event that City becomes financially unstable to the point of ceasing to conduct business in the normal course, making a general assignment for the benefit of creditors, or suffering or permitting the appointment of a receiver for its business or its assets, or there is a filing by or against City of a meritorious petition in bankruptcy under any bankruptcy or debtor's law, the County may, at its option, immediately terminate this Contract under ¶V(C), the "Termination for Default" clause, by giving written notice thereof.

SECTION VII. LIABILITY AND INSURANCE

A. Each party assumes responsibility for its own acts, omissions, negligence, and intentional acts that may cause damage or injury.

B. Indemnification. Both Parties acknowledge that, as political subdivisions of the State of Ohio, neither Party can indemnify any person or entity. Both Parties agree that no provision of this Contract or any other contract or agreement between the City and the County may be interpreted to obligate either Party to indemnify or defend the other Party or any other party thereto.

C. County shall have self-insurance or an insurance policy sufficient to cover the work of CCDPW in the City. The City shall be named an additional insured on any policy of insurance and provided a certificate of insurance showing such additional insured status.

SECTION VIII. NOTICES

Wherever one party is required or permitted to give notice to the other pursuant to this Contract, such notice shall be deemed given when delivered by hand, via certified mail with return receipt requested, via overnight courier with signature required, and addressed as follows:

For the City:

City of Middleburg Heights
15700 Bagley Road
Middleburg Heights, Ohio 44130

For the County:

Director of Public Works
Cuyahoga County Department of Public Works
2079 E. 9th Street, 5th Floor
Cleveland, Ohio 44115

With an electronic copy sent to:
Law-ContractingProcurementRealEstate@cuyahogacounty.us

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which it will become effective.

SECTION IX. MISCELLANEOUS

A. Fund Deficits. In the event that the District Sanitary Fund and/or the District Storm Water Fund shall have a negative balance or insufficient funds to cover the cost of services, the County will notify the City, which shall promptly remedy the deficit. The County reserves the right to withhold services or pursue any available remedies, including statutory

remedies related to interest and penalties, in the event that any such deficit is not promptly resolved.

B. Waiver. No delay or omission by either party in the exercise of any right or power shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions, or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained. No change, waiver or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

C. Survival of Terms. Termination or expiration of this Contract for any reason shall not release either party from any liabilities or obligations set forth in this Contract which the parties have expressly agreed shall survive any such termination or expiration or remain to be performed or by their nature would be intended to be applicable following any such termination or expiration.

D. Record Audit Retention. The City agrees to make all pertinent contractual books and records and other documents pertaining to this Contract available to the County and its designated agents for purpose of audit and examination upon reasonable request during the Term of this Contract and for a period of two (2) years from the expiration date or final payment under this Contract, whichever is later; provided however, that should the City be notified that an audit has been commenced pursuant to Ohio Revised Code Sec. 117.11 during said period, for which the aforesaid books and records are material, the aforesaid records shall be retained pending the completion of said audit.

E. Governing Law and Jurisdiction. This Contract shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Ohio. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this Contract, and each party consents to the exclusive jurisdiction of such courts. The City hereby agrees not to challenge this Governing Law and Jurisdiction provision, and further agrees not to attempt to remove any legal action outside of Cuyahoga County for any reason. All contracts in which the County is a party, including this Contract, are subject to the Cuyahoga County Code including, but not limited to, chapters pertaining to the Cuyahoga County Ethics, Cuyahoga County Inspector General and Cuyahoga County Board of Control, Contracting and Purchasing, and the parties agree to comply with the County Code as an integral part of this Contract. The County Code is available on the County Council's web site at http://council.cuyahogacounty.us/.

F. Assignment. The City shall not assign, transfer, convey or otherwise dispose of this Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Contract without approval of the County.

G. Ethics Requirements. The City agrees to remain in compliance with all County Ethics requirements including, as applicable, Vendor Ethics Registration, Vendor Ethics Training,

and Registration of all Lobbyists retained by the City shall consult the Cuyahoga County Office of Inspector General to ensure it is in full compliance with all County Ethics requirements. The Inspect General's website may be found at: http://inspectorgeneral.cuyahogacounty.us/

H. Entire Agreement and Modification. This Contract, including any Exhibits and documents referred to in this Contract or attached hereto, each of which is incorporated herein, constitutes the entire and exclusive statement of the agreement between the parties with respect to its subject matter and there are no oral or written representations, understandings or agreements relating to this Contract which are not fully expressed herein. The parties agree that any other terms or conditions included in any quotes, acknowledgments, bills of lading or other forms utilized or exchanged by the parties shall not be incorporated herein or be binding unless expressly agreed upon in writing by authorized representatives of the parties. This Contract shall supersede all other agreements between the County and the City relative to the maintenance and repair of the City Sewers, including, without limitation, the Memorandum of Agreement, Maintenance of Sanitary and Storm Sewerage and Water Systems within the City, which became effective on or about May 1, 2008. No modification, change or amendment hereof shall be valid unless such is in writing and signed by the authorized representative of the party against which such modification, change or amendment is sought to be enforced.

I. Conflicts of Interest. The City personnel may not acquire any personal interest that conflicts with the City's responsibilities under this Contract. Additionally, the City will not knowingly permit any public official or public employee who has any responsibilities related to this Contract to acquire an interest in anything or any entity under the City's control, if such an interest would conflict with that official's or employee's duties. the City will disclose to County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. The City will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Contract, unless County has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

J. Force Majeure. Neither Party shall be in default if its failure to perform any obligation hereunder is caused solely by a force majeure event, which is defined as a supervening condition beyond that Party's reasonable control, including, without limitation, an act of God, civil commotion, strike, labor dispute, or governmental demand or requirement. Any Party unable to perform due to force majeure shall notify the other Party as soon as practicable and shall take all actions necessary to void or otherwise mitigate the effects of the force majeure event. Any suspension of Services due to force majeure shall be of no greater scope or duration than is necessary. The County is relieved from any obligation to pay for any Services that are suspended as a result of the force majeure event.

K. Severability. If any provision of this Contract is invalid or unenforceable, that provision will be changed and interpreted to accomplish the parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this Contract will continue in full force and effect.

L. Independent Contractor. It is fully understood and agreed that County an independent contractor and is not an agent, servant, or employee of City with respect to all Services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any local, state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the City for work performed under the terms of this contract. The County declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage, workers□compensation, or unemployment compensation that is required in the normal course of business and will indemnify and save harmless Cuyahoga County from such contributions or taxes or liabilities.

M. Headings. The section headings appearing in this Contract are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.

N. Counterparts. This Contract may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

O. Public Records Law. Notwithstanding any provision of this Contract to the contrary, the City acknowledges that the County is subject to the Ohio Public Records Act (O.R.C. 149.43). The County will refer any request to disclose information relative to this Contract to the City for the initial response. The County will assess an appropriate charge to any member of the public that makes any request for information sufficient to compensate the County for costs incurred in responding to the request.

P. No Apparent Authority/Proper Approvals. This Contract has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of the County and the City. The individuals signing on behalf of the parties to this Contract are authorized to execute this Contract on behalf of the County and the City. The City recognizes and agrees that no public official or employee of the County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County□s Contracting and Purchasing Procedures. The City recognizes and agrees that no public official or employee of the County may be deemed to have apparent authority to bind the County to any contractual obligations not properly authorized pursuant to the County Code.

Q. Execution by Other Entities. The County of Cuyahoga, Ohio and any agency, board, department, municipality, public or private educational system and any other public entity or organization affiliated with Cuyahoga County including, without limitation, law enforcement and first responders may enter into a contract with the City for the services set forth in this Contract upon the same terms and conditions as are set forth herein including, without limitation, price. Any such arrangement shall be documented in a separate agreement to be executed by the City and such entity.

SECTION X. ELECTRONIC SIGNATURE

THE CITY AGREES ON BEHALF OF THE SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, THAT ALL CONTRACT DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. THE CITY ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITY AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

IN WITNESS WHEREOF, authorized representatives of each party to this Contract, indicating their party[s] approval of the terms herein, have signed as of the dates set forth below.

COUNTY OF CUYAHOGA, STATE OF OHIO

By: _____
Chris Ronayne, County Executive
or designee pursuant to Executive Order
No. EO2023-0003, dated July 6, 2023

Date: _____

The legal form and correctness
of this Contract is hereby approved:
Law Department, County of Cuyahoga, Ohio
James L. DeFeo, Assistant Law Director
Richard D. Manoloff, Director of Law

CITY OF MIDDLEBURG HEIGHTS

By: Matthew Castelli - Mayor
[signing individual]

Date: 9-11-25

Approved as to legal form:

_____
Director of Law
CITY OF MIDDLEBURG HEIGHTS

Exhibit A

City of Middleburg Heights Pricing Schedule

As of 01/01/2025

Sanitary $2.00

Single Family*	Front Footage x $2.00
Condominiums	Middleburg Heights Average Front Footage x 0.87 x $2.00
Apartments	Front Footage x maintenance rate + 0.27 x number of apartments x 0.75 x Middleburg Heights Average Front Footage x $2.00. (Settlement per Common Pleas Case #245631)
Commercial	Front Footage x $2.00 x 1.15 percent
Industrial	Front Footage x $2.00 x 1.15 percent

Storm $0.50

Single Family*	Front Footage x $0.50
Condominiums	Middleburg Heights Average Front Footage x 0.87 x $0.50
Apartments	Front Footage x maintenance rate + 0.27 x number of apartments x 0.75 x Middleburg Heights Average Front Footage x $0.50 (Settlement per Common Pleas Case #245631)
Commercial	Front Footage x $0.50 x 1.15 percent
Industrial	Front Footage x $0.50 x 1.15 percent

Water Transmission Lines $0.20

Single Family*	Front Footage x $0.20
Condominiums	Middleburg Heights Average Front Footage x 0.87 x $0.20
Apartments	Front Footage x maintenance rate + 0.27 x number of apartments x 0.75 x Middleburg Heights Average Front Footage x $0.20 (Settlement per Common Pleas Case #245631)
Commercial	Front Footage x $0.20 x 1.15 percent
Industrial	Front Footage x $0.20 x 1.15 percent

April 18, 2025

EXHIBIT B

General Project Inspection Memo

All projects affecting the CITY's sanitary and/or storm sewer networks shall be reviewed and approved by the COUNTY for conformance with the CCDPW Uniform Standards. For all sewer projects, the contractor shall obtain a construction permit from the COUNTY for project tracking purposes. Inspection requirements for different types of sewer projects are listed below:

Public Project:

For projects that consist of sanitary sewer improvements only, inspection shall be completed by the COUNTY. Unless otherwise authorized in writing by both parties, the CITY agrees to utilize the services of the COUNTY as the sole provider for sanitary sewer inspection.

For more complex projects that encompass sanitary sewer, storm sewer, water main, roadway replacement, etc., or projects agreed by both parties, these projects may be inspected by a CITY employed inspector. If the CITY plans to use inspection services outside of the COUNTY, then a written request should be submitted to the COUNTY for approval & to ensure proper project coordination. This request shall be made as early in the project timeline as possible. CITY inspected projects need to follow the additional inspection requirements below. *

Private Commercial Projects:

Sanitary & Storm projects shall be inspected by an inspector employed by the COUNTY.

Residential Connections:

Sanitary & Storm connection construction shall be completed in the presence of an inspector employed by the COUNTY.

***Additional inspection requirements for Sanitary ONLY for CITY inspection projects:**

1. The COUNTY as the maintaining agency must be included in all correspondence from the contractor to the Construction Manager.

2. All Change Orders should be provided to the COUNTY for review prior to approval.

3. The CITY Construction Manager should include the COUNTY as the maintaining agency in all Construction Meetings and should provide the COUNTY with all the approved shop drawings.

4. The COUNTY reserves the right to provide a minimum of 2-4 hours of daily inspection on all sanitary sewers work only. This inspection will help confirm that all work meets the Uniform Standards.

5. The contractor will need to pull a permit and work with COUNTY Permits Department on scheduling inspections on sanitary sewer work only, depending on what work is being completed. The COUNTY may waive the $360 per day inspection fee and will only bill the CITY the hour rate on the job for necessary inspection services. This will be on a case-by-case basis.

6. The testing per the COUNTY Uniform Standards shall be completed, and all post construction CCTV videos should be reviewed and approved. The CITY should provide a report stating that all testing has been completed and approved.

7. An invoice for the COUNTY Inspection can be provided to the CITY at the completion of the project if needed.

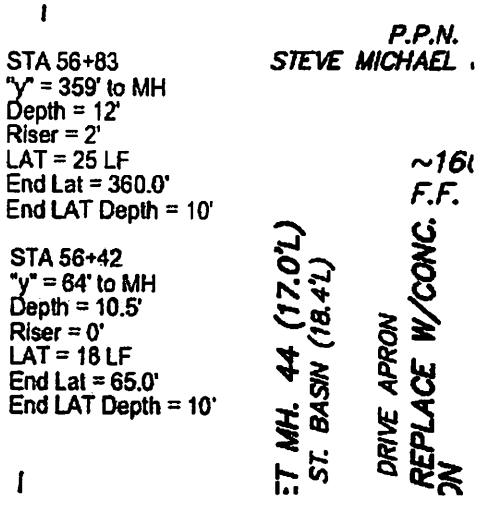
8. Provide all inspection reports, change orders and Final acceptance letter for the project.

9. Provide Lateral Utility Connection Log information for each sanitary and storm Lateral.

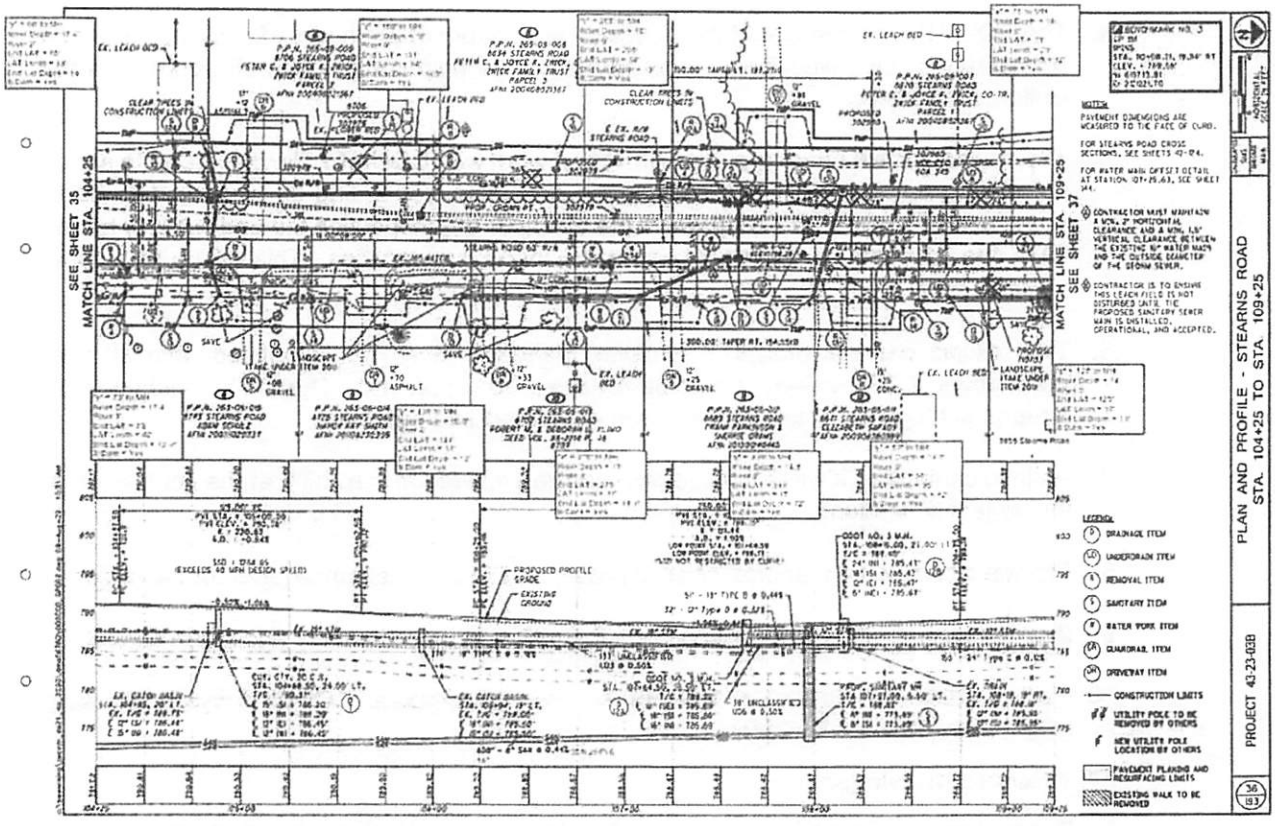
10. Part of COUNTY Inspection time will be used to complete COUNTY wye book using information provided by CITY.

CITY Record Drawings:

1. Record drawings need to have lateral information on the plans: Sanitary in RED and Storm in GREEN. All distance is from the D/S manhole. See below.



2. All pipe sizes, lengths and pipe material should be labeled on the drawing and represent final dimensions.



3. All sanitary sewers shall be highlighted in RED, and all storm sewers shall be highlighted in GREEN.

4. Any changes in the design shall be clearly marked on the project.

Exhibit C

2025 HOURLY RATES

	2025 RATE
100 ADMINISTRATIVE	70.00
120 ENGINEERING - GENERAL SANITARY	130.00
124 ENGINEERING - GENERAL STORM	130.00
200 TV INSPECTION - SANITARY SEWERS	330.00
201 TV INSPECTION - STORM SEWERS	330.00
222 JETTING -HOUSE LATERALS	330.00
223 JETTING CATCH BASINS	290.00
225 JETTING - PS/WWTP: TANKS/WELLS	330.00
226 JETTING & VAC SAN	330.00
227 JETTING & VAC STORM	330.00
228 JETTING - OTHER	330.00
300 HOUSE LATERAL MAINTENANCE/LATERAL T.V.	300.00
400 I/I - METERING, SMOKE, DYE, MANHOLE	280.00
404 I/I - OTHER/ OUPS	170.00
406 I/I - METERING MONTHLY RATE - EQUIPMENT	170.00
500 CONSTRUCTION/REPAIR - SANITARY MAIN	430.00
501 CONSTRUCTION/REPAIR - STORM MAIN	430.00
502 CONSTRUCTION/REPAIR/LOCATE - SANITARY LATERAL, M.H, C.B	430.00
503 CONSTRUCTION/REPAIR/LOCATE - STORM LATERAL, M.H., C.B.	430.00
511 CONSTRUCTION/REPAIR - LANDSCAPING	430.00
512 CONSTRUCTION REPAIR - OTHER	430.00
513 CONSTRUCTION REPAIR - PUMPING ACTIVITIES	430.00
514 CONSTRUCTION REPAIR - FORCE MAIN	430.00
700 PS - O&M (1-MAN CREW)	170.00
702 PS - O&M (2-MAN CREW)	240.00
800 WWTP - O&M (1 MAN CREW)	170.00
802 WWTP - O&M (2 MAN CREW)	240.00
900 PERMITS/RECORDS	80.00
901 INSPECTION - GENERAL	80.00
902 INSPECTION - PRIVATE/COMMERCIAL	80.00
903 INSPECTION - HOUSE/V-MEASUREMENTS	80.00
906 INSPECTION - MAIN LINE CONSTRUCTION	80.00
STREET SWEEPING - CITY DISPOSAL	220.00
STREET SWEEPING - COUNTY DISPOSAL	330.00
MATERIAL LUMP SUM - CONSTRUCTION EXTRA ITEMS	COST

Effective 1/1/2025