

**NORTH HILLS WATER RESOLUTION 101-18  
2019 APPROPRIATIONS**

Motion made by \_\_\_\_\_ seconded by \_\_\_\_\_

**Jan-Dec 2019**

**Income:**

1R1 Permits	\$6,000.00
1R2 Interest	\$2,400.00
1R3 Other Miscellaneous	\$30,000.00
1R4 Property Tax	\$200,000.00
<b>Total Income</b>	<b>\$ 238,400.00</b>

**Expenses:**

1A1 Trustees	\$7,500.00
1A11 Legal Advertising	\$600.00
1A12 PERS	\$12,000.00
1A13 Repairs to System	\$40,000.00
1A14 Maintenance and Supplies	\$47,100.00
1A15 Workers Compensation	\$2,000.00
1A18 Construction, Engineering	\$21,000.00
1A19 Professional Services	\$16,800.00
1A2 Secretary	\$36,000.00
1A20 Reimbursement of Deposits	\$13,500.00
1A21 Principal and Interest OPWC	\$21,000.00
1A3 Travel and Other	\$2,500.00
1A4 Supplies	\$2,500.00
1A5 Equipment	\$1,900.00
1A6 Bonds, Insurance	\$6,500.00
1A7 Contracts, Administrative	\$500.00
1A8 Utilities	\$2,000.00
1A9 Other Expense	\$5,000.00
Payroll Expenses	\$0.00
<b>Total Expense</b>	<b>\$ 238,400.00</b>

Resolution adopted this 22th day of January, 2019


  
Chair

  
Jeffrey J. Snell, Fiscal Officer

Certificate of copy

State of Ohio                    )  
Summit County                ) S.S.

I, Jeffrey J. Snell, Fiscal Officer of Board of Trustees of the North Hills Water District, whose custody the files and records of said District are required by state law to be, do hereby certify that the foregoing is taken and copied from the original which is now on file of Resolution 101-19 and that the foregoing has been compared by me with said original document, and that the same is true in accurate copy thereof.

 1.25.19  
\_\_\_\_\_  
Jeffrey J. Snell, Fiscal Officer



**NORTH HILLS WATER DISTRICT**  
**253 W. Aurora Road**  
Northfield, Ohio 44067  
(330) 468-0198

January 23, 2019

Summit County Fiscal Office  
Budget Commission  
175 S. Main Street  
Akron, OH 44308

Dear Sirs:

Enclosed please find an original copy and one (1) copy of A Resolution 101-19 of the North Hills Water District. Please time-stamp the enclosed copy and return it to me in the self-addressed stamped envelope.

Should you need any additional information, do not hesitate to contact me.

Thank you.

Sincerely,

Jeffrey J. Snell, Fiscal Office  
North Hills Water District

Enclosures

**NORTH HILLS WATER RESOLUTION 101-18  
2019 APPROPRIATIONS**

Motion made by \_\_\_\_\_ seconded by \_\_\_\_\_

**Income:**

1R1 Permits	\$6,000.00
1R2 Interest	\$2,400.00
1R3 Other Miscellaneous	\$30,000.00
1R4 Property Tax	\$200,000.00

**Total Income**

**\$ 238,400.00**

**Expenses:**


1A1 Trustees	\$7,500.00
1A11 Legal Advertising	\$600.00
1A12 PERS	\$12,000.00
1A13 Repairs to System	\$40,000.00
1A14 Maintenance and Supplies	\$47,100.00
1A15 Workers Compensation	\$2,000.00
1A18 Construction, Engineering	\$21,000.00
1A19 Professional Services	\$16,800.00
1A2 Secretary	\$36,000.00
1A20 Reimbursement of Deposits	\$13,500.00
1A21 Principal and Interest OPWC	\$21,000.00
1A3 Travel and Other	\$2,500.00
1A4 Supplies	\$2,500.00
1A5 Equipment	\$1,900.00
1A6 Bonds, Insurance	\$6,500.00
1A7 Contracts, Administrative	\$500.00
1A8 Utilities	\$2,000.00
1A9 Other Expense	\$5,000.00
Payroll Expenses	\$0.00

**Total Expense**

**\$ 238,400.00**

Resolution adopted this 22th day of January, 2019

  
Chair

  
Jeffrey J. Shell, Fiscal Officer

Certificate of copy

State of Ohio                    )  
Summit County                ) S.S.

I, Jeffrey J. Snell, Fiscal Officer of Board of Trustees of the North Hills Water District, whose custody the files and records of said District are required by state law to be, do hereby certify that the foregoing is taken and copied from the original which is now on file of Resolution 101-19 and that the foregoing has been compared by me with said original document, and that the same is true in accurate copy thereof.



1.25.19

---

Jeffrey J. Snell, Fiscal Officer

**NORTH HILLS WATER RESOLUTION 101-18  
2019 APPROPRIATIONS**

Motion made by \_\_\_\_\_ seconded by \_\_\_\_\_

**Income:**

**Jan-Dec 2019**

1R1 Permits	\$6,000.00
1R2 Interest	\$2,400.00
1R3 Other Miscellaneous	\$30,000.00
1R4 Property Tax	\$200,000.00

**Total Income**

**\$ 238,400.00**

**Expenses:**

1A1 Trustees	\$7,500.00
1A11 Legal Advertising	\$600.00
1A12 PERS	\$12,000.00
1A13 Repairs to System	\$40,000.00
1A14 Maintenance and Supplies	\$47,100.00
1A15 Workers Compensation	\$2,000.00
1A18 Construction, Engineering	\$21,000.00
1A19 Professional Services	\$16,800.00
1A2 Secretary	\$36,000.00
1A20 Reimbursement of Deposits	\$13,500.00
1A21 Principal and Interest OPWC	\$21,000.00
1A3 Travel and Other	\$2,500.00
1A4 Supplies	\$2,500.00
1A5 Equipment	\$1,900.00
1A6 Bonds, Insurance	\$6,500.00
1A7 Contracts, Administrative	\$500.00
1A8 Utilities	\$2,000.00
1A9 Other Expense	\$5,000.00
Payroll Expenses	\$0.00

**Total Expense**

**\$ 238,400.00**

KRISTEN M. SCALISE  
CPA  
FISCAL OFFICER

19 JAN 30 AM 8:42

RECEIVED

Resolution adopted this 22th day of January, 2019

Chair

Jeffrey J. Snell, Fiscal Officer

Certificate of copy

State of Ohio                    )  
Summit County                ) S.S.

I, Jeffrey J. Snell, Fiscal Officer of Board of Trustees of the North Hills Water District, whose custody the files and records of said District are required by state law to be, do hereby certify that the foregoing is taken and copied from the original which is now on file of Resolution 101-19 and that the foregoing has been compared by me with said original document, and that the same is true in accurate copy thereof.



1.25.19

---

Jeffrey J. Snell, Fiscal Officer

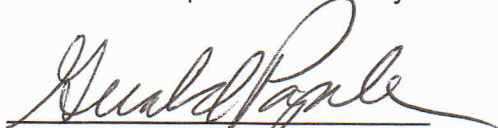


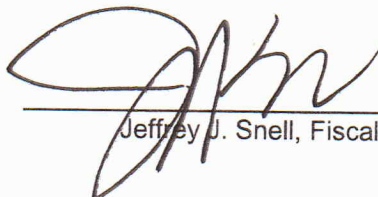
**NORTH HILLS WATER DISTRICT  
RESOLUTION 121-18  
2019 TEMPORARY APPROPRIATIONS**

**MOTION MADE BY** Joanna **SECONDED BY** Lewis

<u>Jan - Dec 2018</u>	
<b>Income</b>	
1R1 Permits	\$6,000.00
1R3 Interest	2,400.00
1R4 Other-Misc.	30,000.00
1R5 Property Tax	<u>200,000.00</u>
<b>Total Income</b>	<b>\$238,400.00</b>
<b>Expense</b>	
1A1 Trustees	7,500.00
1A11 Legal Advertising	600.00
1A12 PERS	12,000.00
1A13 Repairs to System	40,000.00
1A14 Maintenance Supplies	40,000.00
1A15 Workers Compensation	2,000.00
1A18 Construction, Engineering	21,000.00
1A19 Professional Services	16,800.00
1A2 Secretary	36,000.00
1A20 Reimbursement to Deposit	13,500.00
1A21 Principal and Interest OPWC	21,000.00
1A3 Travel & Other	2,500.00
1A4 Supplies	2,500.00
1A5 Equipment	4,000.00
1A6 Bonds, Insurance	6,500.00
1A7 Contracts, Administrative	500.00
1A8 Utilities	2,000.00
1A9 Other Expense	10,000.00
Payroll Expenses	<u>0.00</u>
<b>Total Expense</b>	<b><u>\$238,400.00</u></b>
<b>Net Income</b>	<b><u>0.00</u></b>

Resolution adopted this 19<sup>th</sup> day of December, 2018.

  
Gerald Papile, Chair

  
Jeffrey J. Snell, Fiscal Officer

# NORTH HILLS WATER DISTRICT

## RESOLUTION 102-19

January 23, 2019

Monthly Payment Resolution January, 2019

Moved by LEVANO; Seconded by CAMPBELL,

**Be it Resolved** by the Board of Trustees of the North Hills Water District that the Fiscal Officer be and hereby authorized and directed to issue and deliver these checks in payment of the bills for goods, services and salaries as listed:

<u>Check No.</u>	<u>Payee</u>	<u>Account</u>	<u>Void/Prepaid</u>	<u>Amount</u>
4426	Chagrin Valley Engineering	Engineering		\$ 45.00
4427	Jeffrey Snell	Fiscal Officer		\$ 1,668.57
4428	Mike Henry	Engineer		\$ 778.09
4429	City of Cleveland			\$47,022.36

Adopted January 23, 2019

  
Chair

  
Jeffrey J. Snell, Fiscal Officer

# NORTH HILLS WATER DISTRICT

## RESOLUTION 103-19

February 20, 2019

Monthly Payment Resolution February, 2019

Moved by SCARDE; Seconded by KOIAS,

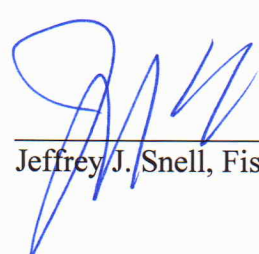
**Be it Resolved** by the Board of Trustees of the North Hills Water District that the Fiscal Officer be and hereby authorized and directed to issue and deliver these checks in payment of the bills for goods, services and salaries as listed:

<u>Check No.</u>	<u>Payee</u>	<u>Account</u>	<u>Void/Prepaid</u>	<u>Amount</u>
4530	Ohio BWC	Workers Comp.		\$ 978.32
4531	Treasurer Ohio	Payroll		\$ 145.78
4532	Basil Lovano	Trustee		\$ 68.86
4533	Carol A. Lewis	Trustee		\$ 68.86
4534	Daniel Schade	Trustee		\$ 68.86
4535	David Klimkewicz	Trustee		\$ 68.86
4572	Frank Kopas	Trustee		\$ 68.86
4573	Jeffrey Snell	Fiscal Officer		\$ 1,663.50
4574	John Campbell	Trustee		\$ 68.86
4575	Mike Henry	Engineer		\$ 778.09
4576	Patricia Juhasz	Trustee		\$ 68.86
4577	Ohio Def. Comp.	Payroll (PD by Wire)		\$ 100.00
4578	OPERS	Payroll (PD by Wire)		\$ 840.00
4579	Gatehouse Media (NewsL)	Legal Advertising		\$ 28.10

Check No. 4536 to 4571 intentionally not used as they we<sup>re</sup> destroyed.

Adopted February 20, 2019

  
John Campbell, Chair

  
Jeffrey J. Snell, Fiscal Officer

# NORTH HILLS WATER DISTRICT

## RESOLUTION 104-19

March 20, 2019

Monthly Payment Resolution March, 2019


Moved by SCARDE; Seconded by KOPAS

**Be it Resolved** by the Board of Trustees of the North Hills Water District that the Fiscal Officer be and hereby authorized and directed to issue and deliver these checks in payment of the bills for goods, services and salaries as listed:

<u>Check No.</u>	<u>Payee</u>	<u>Account</u>	<u>Void/Prepaid</u>	<u>Amount</u>
4590	Basil Lovano	Trustee		\$ 68.86
4581	Carol A. Lewis	Trustee		\$ 68.86
4582	Daniel Schade	Trustee		\$ 68.86
4583	David Klimkewicz	Trustee		\$ 68.86
4584	Frank Kopas	Trustee		\$ 68.86
4585	Jeffrey Snell	Fiscal Officer		\$ 1,668.58
4586	John Campbell	Trustee		\$ 68.86
4587	Mike Henry	Engineer		\$ 778.09
4588	Patricia Juhasz	Trustee		\$ 68.86
4589	OPERS	Payroll (PD by Wire)		\$ 840.00

Adopted March 20, 2019

  
\_\_\_\_\_  
John Campbell, Chair

  
\_\_\_\_\_  
Jeffrey J. Snell, Fiscal Officer



# **NORTH HILLS WATER DISTRICT**

## **RESOLUTION 105-19**

**April 9, 2019**

Moved by SCHADE; Seconded by LOVANO,

**A RESOLUTION TO AUTHORIZE THE NORTH HILLS WATER DISTRICT TO JOIN WITH NORTHFIELD CENTER TOWNSHIP AND SAGAMORE HILLS TOWNSHIP TO CONSTRUCT A NEW FIRE WATER MAIN ON NATALIE AVENUE TO PROVIDE EMERGENCY WATER IN THE EVENT OF A FIRE EMERGENCY IN COORDINATION WITH THE JOINT SPRINGWOOD/NATALIE ROADWAY RECLAMATION PROJECT.**

**WHEREAS**, the Local Transportation Improvement Program provides financial assistance to political subdivisions for capital improvements to public infrastructure within Ohio, and

**WHEREAS**, District 8 has approved the joint project for funding the Springwood and Natalie roadway reclamation project that has been awarded and accepted by Sagamore Hills Township and Northfield Center Township;

**WHEREAS**, Northfield Center Township as the lead agency and Sagamore Hills Township as partner agency are collectively contributing in excess of \$400,000 of the local share and have received a 100% matching grant to make road improvements including a total reclamation of existing roadways of Springwood and Natalie, two streets that jurisdictionally cross through both communities, whereby Northfield Center Township will pay for certain roadway improvements to Springwood and Natalie Avenue, located in Northfield Center Township, and

**WHEREAS**, the roadways of Springwood and Natalie are part of a neighborhood built in the late 1960's known as the Spring Street neighborhood where the communities of Sagamore Hills Township and Northfield Center Township jurisdictionally share streets that cross between both communities;

**WHEREAS**, the entire Spring Street neighborhood lacks any fire hydrants and a public water system that could even supply water to fire hydrants because the neighborhood's public water service is a private well field that is unable to supply the volume of water necessary in a fire emergency;

**WHEREAS**, in the late 1960's Northfield Center Township and Sagamore Hills Township formed the North Hills Water District as a governmental agency with board members appointed by each Township to begin to find and fund a source of public water to serve both Townships with public water;



**WHEREAS**, in the late 1960's the North Hills Water District tried to pass tax issues to fund the construction of a water system to supply water to both Townships but the efforts were initially defeated;

**WHEREAS**, in the 1960's the Spring Street neighborhood's residents did not support the then efforts to increase taxes to fund the North Hills Water District by overwhelmingly defeating the tax issues because they had a sufficient private water well system and did not see the need to pay for another water system;

**WHEREAS**, nearly fifty years ago after the defeats to pass a tax, by court order the Springwood neighborhood was then excluded from the jurisdictional limits of the North Hills Water District and subsequent tax levies were passed by the remaining residents of Northfield Center and Sagamore Hills Township and construction begin on the North Hills Water District system;

**WHEREAS**, the North Hills Water District that now owns and maintains a vast piping system of nearly one hundred (100) miles of public water lines and public fire hydrants that supply water from the City of Cleveland to all areas of Sagamore Hills Township and Northfield Center Township except for the Springwood area;

**WHEREAS**, the North Hills Water District water system and fire hydrants now completely surround the Spring Street neighborhood and have become the primary source of water in the Springwood neighborhood in a fire emergency;

**WHEREAS**, The Macedonia Fire Department now serves all of Sagamore Hills Township and Northfield Center Township and its predecessor fire service, the Northfield Center-Sagamore Hills Fire District have all trained for more than fifty years that in the event of a fire within the Spring Street neighborhood they can roll out five inch fire hose for up to nearly 2800' feet in length from the public hydrants owned and maintained by the North Hills Water District along Olde Eight Road, Boyden Road, Valley View Road and Lucy Lane to service the Springwood neighborhood;

**WHEREAS**, Sagamore Hills Township and Northfield Center Township lack a dedicated tanker truck and also rely upon mutual aid from neighboring fire departments with tanker trucks in a fire emergency within the Spring Street neighborhood;

**WHEREAS**, the reliance of the laying out of hoses up to 2,800 feet and/or the reliance upon tanker trucks from neighboring departments is not the best way to service the Spring Street neighborhood in the event of a fire emergency;

**WHEREAS**, Northfield Center Township and Sagamore Hills Township both understand the importance of providing additional fire hydrants within the Spring Street neighborhood to better serve the area in a fire emergency and seek to expand the scope of the Springwood and Natalie roadway rehabilitation project to additionally include a new eight inch fire water main with fire hydrants to better serve the Spring Street neighborhood with water in the event of a fire;



**WHEREAS**, a new eight inch fire watermain from Lucy Lane along Natalie Avenue between Spring Creek to Sandy Hill will: (1) significantly shorten the distance by up to 1000' that water must be pumped through rolled out five inch fire hose in the Springwood neighborhood thereby enhancing fire protection and safety for both Townships, and (2) the North Hills Water District system has agreed to participate in this project and will seek to expand its jurisdiction to include and then maintain the new fire line within its system;

**WHEREAS**, the additional fire water main is expected to cost \$330,000.00 the cost of which shall be shared between Sagamore Hills Township, Northfield Center Township and the North Hills Water District based upon their existing jurisdictional limits and frontage along Natalie Avenue as follows whereby North Hills Water District portion is expected to cost \$89,970.;

**WHEREAS**, on January 23, 2019 by resolution the Board of Trustees of the North Hills Water District agreed to pay for its costs and one-third of the engineering costs for the portion of the new fire watermain within its existing jurisdiction and has further agreed that upon the amendment of its jurisdictional limits it will own and maintain the new watermain upon its completion;

**WHEREAS**, the Board of Trustees of North Hills Water District desires to authorize its Chair to enter into a Letter of Understanding between with Sagamore Hills Township and Northfield Center Township whereby each party will fund their portion of the new water main within their existing jurisdiction limits along Natalie Avenue and to appoint the North Hills Water District as the lead agency to prepare all necessary engineering plans, agreements, bidding documents and the awarding of the bid and accept ownership and maintenance for the new water main upon its completion;

**WHEREAS**, North Hills Water District will coordinate the fire watermain project with the Summit County Engineer who is handling the Springwood/Natalie Road Reclamation Project so that the additional fire watermain project can be coordinated with the bidding and awarding of contract for the Spring Wood/Natalie that is expected to proceed after July 1, 2019;

**WHEREAS**, the fire waterline infrastructure improvement herein above described is considered to be a priority for Northfield Center Township and Sagamore Hills Township for the health, safety and welfare of residents to provide better fire service and to enhance the infrastructure of the North Hills Water District;

**NOW, THEREFORE, BE IT RESOLVED** by the North Hills Water District Board of Trustees:

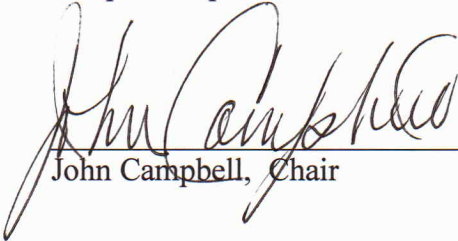
Section 1: Authorize its Chair to enter into a Letter of Understanding, other agreements and court filings with Northfield Center Township and Sagamore Hills Township as may be necessary and appropriate to implement the necessary construction of a new fire watermain on Natalie Avenue.

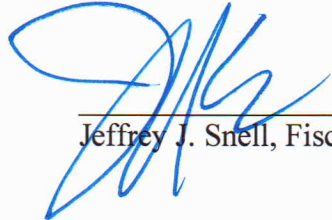
Section 2: Appoint the North Hills Water District as the lead agency to prepare all necessary engineering agreements, bidding documents and the awarding of the bid and to join

with the North Hills Water District in seeking to amend its existing jurisdictional limits to accept ownership and maintenance for the new fire watermain upon its completion with an expected cost to Sagamore Hills Township of \$89,970.00 from its existing funds.

Section 3: Encumber its funds to cover the expected portion of the costs of the project in the sum of \$89,970.00.

Adopted April 9, 2019

  
\_\_\_\_\_  
John Campbell, Chair

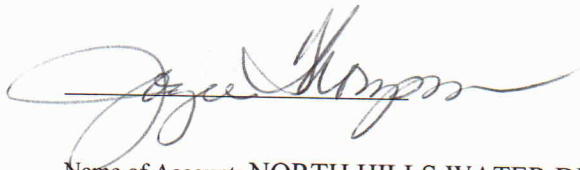
  
\_\_\_\_\_  
Jeffrey J. Snell, Fiscal Officer

**Proof of Publication**

Record Publishing Company  
1050 W. Main Street,  
Kent, OH 44240  
Phone (330) 541-9400  
Fax (330) 673-6363

I, Hompson being first duly sworn depose and say that I am Advertising Clerk of  
**Record Publishing Company**

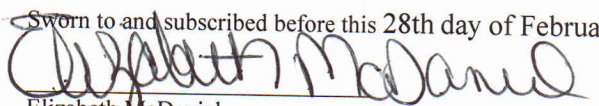
30 North Zone a newspaper printed and published in the city of Kent, and of General circulation in the County of Portage, State of Ohio, and personal knowledge of the facts herein stated and that the notice hereto annexed was Published in said newspapers for 1 insertions on the same day of the week from and after the 28th day of February, 2019 and that the fees charged are legal.



Name of Account: NORTH HILLS WATER DISTRICT  
Ad Number: 12534225  
No. of Lines: 28

Day(s) Published: 02/28.  
Printers Fee: \$28.10

Sworn to and subscribed before this 28th day of February, 2019.



Elizabeth McDaniel  
Notary Public  
Commission Expires June 19, 2021

**LEGAL NOTICE**

**North Hills Water District**

Notice is hereby given that the 2019 Annual Financial Report for the North Hills Water District is complete. The report is on file in the Office of the North Hills Water District at 253 W. Aurora Road, Northfield, Ohio 44067, and available between 9:00 a.m. till 12:00 noon, Monday through Friday. Additional copies are also available on the websites of [mysagamorehills.com](http://mysagamorehills.com) and [northfieldcenter.com](http://northfieldcenter.com).

The Meetings of the North Hills Water District have been set for 2019. They are held at 3:00 p.m., 253 W. Aurora Road, Northfield, Ohio 44067 and are as follows: JANUARY 23, 2019, FEBRUARY 20, 2019, MARCH 20, 2019, APRIL 24, 2019, MAY 22, 2019, JUNE 26, 2019, JULY 24, 2019, AUGUST 21, 2019, SEPTEMBER 25, 2019, OCTOBER 23, 2019, NOVEMBER 20, 2019, DECEMBER 18, 2019. Meetings are subject to change by order of the Board. 330-468-0198



# NORTH HILLS WATER DISTRICT

## RESOLUTION 106-19

April 24, 2019

Monthly Payment Resolution April, 2019

Moved by \_\_\_\_\_; Seconded by \_\_\_\_\_,

**Be it Resolved** by the Board of Trustees of the North Hills Water District that the Fiscal Officer be and hereby authorized and directed to issue and deliver these checks in payment of the bills for goods, services and salaries as listed:

<u>Check No.</u>	<u>Payee</u>	<u>Account</u>	<u>Void/Prepaid</u>	<u>Amount</u>
4590	Basil Lovano	Trustee		\$ 68.87
4591	Carol A. Lewis	Trustee		\$ 68.87
4592	Daniel Schade	Trustee		\$ 68.87
4593	David Klimkewicz	Trustee		\$ 68.87
4594	Frank Kopas	Trustee		\$ 68.87
4595	Jeffrey Snell	Fiscal Officer		\$ 1,668.57
4596	John Campbell	Trustee		\$ 68.87
4597	Mike Henry	Engineer		\$ 778.09
4598	Patricia Juhasz	Trustee		\$ 68.87
4599	US Treasury	Payroll (PD by Wire)		\$ 1,921.22
4600	OPERS	Payroll (PD by Wire)		\$ 840.00
4601	OBWC	Payroll (PD by Wire)		\$ 207.60
4602	Ohio Treasurer	Payroll (PD by Wire)		\$ 197.93

Adopted April 24, 2019

  
John Campbell, Chair

  
Jeffrey J. Snell, Fiscal Officer



# NORTH HILLS WATER DISTRICT

## RESOLUTION 107-19

May 22, 2019

Monthly Payment Resolution May, 2019

Moved by Schade; Seconded by Lewis,

**Be it Resolved** by the Board of Trustees of the North Hills Water District that the Fiscal Officer be and hereby authorized and directed to issue and deliver these checks in payment of the bills for goods, services and salaries as listed:

<u>Check No.</u>	<u>Payee</u>	<u>Account</u>	<u>Void/Prepaid</u>	<u>Amount</u>
4603	Basil Lovano 4/9	Trustee		\$ 68.87
4604	Basil Lovano 4/24	Trustee		\$ 68.87
4605	Carol A. Lewis 4/9	Trustee		\$ 68.87
4606	Carol A. Lewis 4/24	Trustee		\$ 68.87
4607	Daniel Schade 4/9	Trustee		\$ 68.87
4608	Daniel Schade 4/24	Trustee		\$ 68.87
4609	Frank Kopas 4/9	Trustee		\$ 68.87
4610	Frank Kopas 4/24	Trustee		\$ 68.87
4611	Jeffrey Snell	Fiscal Officer		\$ 1,668.58
4612	John Campbell 4/9	Trustee		\$ 68.87
4613	John Campbell 4/24	Trustee		\$ 68.87
4614	Mike Henry	Engineer		\$ 778.09
4615	Patricia Juhasz 4/9	Trustee		\$ 68.87
4616	Patricia Juhasz 4/24	Trustee		\$ 68.87
4617	Chagrin Valley Engineering	Hydrant Info. 2018		\$ 1,455.00
4618	OPERS	Payroll (By Wire)		\$ 840.00

Adopted May 22, 2019

  
John Campbell, Chair

  
Jeffrey J. Snell, Fiscal Officer

# NORTH HILLS WATER DISTRICT

## RESOLUTION 108-19

May 22, 2019

Moved by SCHADE; Seconded by LOJANO

### **A RESOLUTION TO ACCEPT A STREET RIGHT-OF-WAY OF NATALIE BLVD. WITHIN THE NORTH HILLS WATER DISTRICT**

**WHEREAS**, the Northfield Center Township and Sagamore Hills Township by separate Resolutions have requested the North Hills water District include additional territory within its jurisdictional limits, that have been prepared for inclusion and are attached as Perpetual Water Service Easement No. 1, No. 2, and No. 3. (Sagamore Hills Township by Resolution 19-25 in adopted April 8, 2019 and Resolution 19-04-105C adopted by Northfield Center Township on April 15, 2019) found that it will be conducive to the public health, safety, convenience and welfare that it will be practical and feasible that this territory be included in the District and have entered into a Memorandum of Understanding to memorialize such agreement with the District;

**WHEREAS**, the North Hills Water District has entered into the Memorandum of Understanding with Northfield Center Township and Sagamore Hills Township by Resolution of 105-19 on April 9, 2019 authorize its Chair to execute such Memorandum of Understanding;

**WHEREAS**, the North Hills Water District desires the areas described with the Perpetual Water Service Easement No. 1, No. 2 and No. 3 be included with the North Hills Water District and the territory shall there become part of the District;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Trustees of the North Hills Water District that it shall accept the Perpetual Water Service Easement area described in Exhibit A, No. 1, No. 2 and No. 3 within its jurisdiction limits as part of the North Hills Water District based upon the Memorandum of Understanding with both Northfield Center Township and Sagamore Hills Township.

Adopted May 22, 2019

  
John Campbell, Chair

  
Jeffrey J. Snell, Fiscal Officer



**EXHIBIT 'A'**  
**WATER SERVICE EASEMENT #1 INFORMATION**

**Owner:** Northfield Center Township  
**Municipality/County:** Northfield Center Twp., Summit, County  
**Deed:** P.B. 66, Pgs. 60-61  
**Date:** May 03, 1965  
**Permanent Parcel No.:** N/A (Public R/W)  
**Subdivision:** Sagamore Hills Estates Subdivision #12  
**Location:** Natalie Boulevard (60 feet wide)  
**Description:**

**LEGAL DESCRIPTION**  
**PERPETUAL WATER SERVICE EASEMENT #1**  
**WITHIN NATALIE BOULEVARD R/W**  
**FOR THE NORTH HILLS WATER DISTRICT**  
**NATALIE BOULEVARD**  
**NORTH CENTER TOWNSHIP**  
**COUNTY OF SUMMIT, OHIO**

Situated in the Township of Northfield Center, County of Summit and State of Ohio and known as being a part of Original Northfield Township, Lot #55 and being a **0.3442 acres (14,992 sq.ft.) Perpetual Water Service Easement #1** lying within the existing right-of-way of Natalie Boulevard (60 feet wide), extending from the Northerly subdivision line of the "W.B.W. Investments Co., Inc's Sagamore Hills Estates Subdivision #12" as recorded in Plat Book 66, Pages 60-61 of Summit County Records, Southerly to its Southerly terminus on the Southerly subdivision line thereof and further bounded and described as follows;

Beginning at the intersection of the centerline of said Natalie Boulevard with said Northerly subdivision line of Sagamore Hills Estates Subdivision #12 and being the Place of Beginning of the Premises herein intended to be described;

- Course 1** Thence **South 88°17'35" East**, along said Northerly subdivision line of Sagamore Hills Estates Subdivision #12, a distance of **30.00 feet** to the Northwesterly corner of Sublot #412 thereof on the Easterly sideline of said Natalie Boulevard;
- Course 2** Thence **South 01°42'25" West**, along said Easterly sideline of Natalie Boulevard, a distance of **249.16 feet** to a point on the Northerly curved sideline of Spring Creek Road (60 feet wide) of said "Sagamore Hills Estates Subdivision #12";
- Course 3** Thence along said Northerly curved sideline of Spring Creek Road, along the arc of said curve, deflecting to the right, **30.02 feet**, said curve having a radius of **533.96 feet**, a tangent of **15.01 feet**, a delta of **03°13'15"** and a chord which bears **North 89°54'12" West**, a distance of **30.01 feet** to its point of tangency at its intersection with said centerline of Natalie Boulevard;

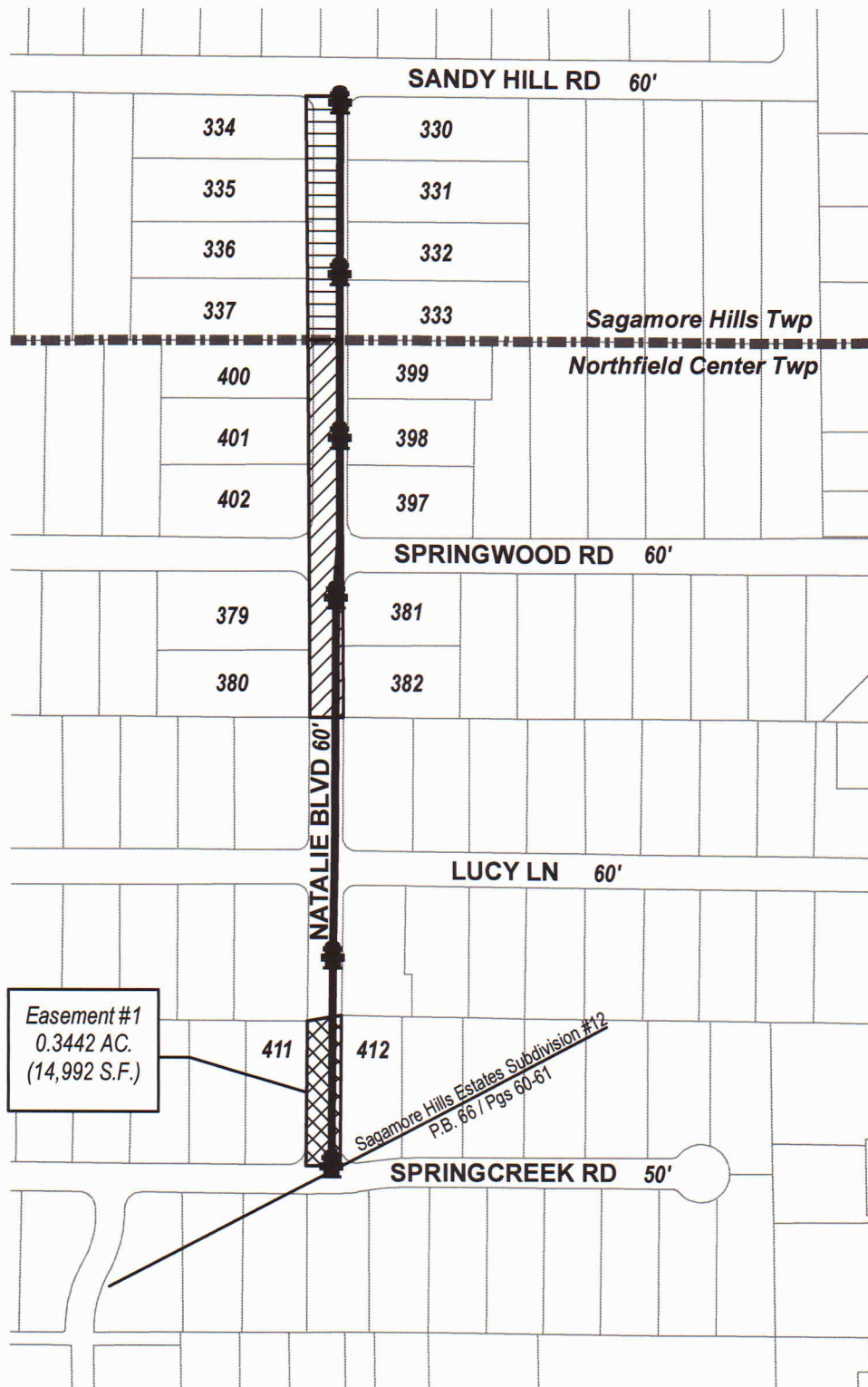
**Legal Description**

**Page 2 of 3**

- Course 4** Thence **North 88°17'35" West**, continuing along said Northerly sideline of Spring Creek Road, a distance of **30.00 feet** to a point of intersection with the Westerly sideline of said Natalie Boulevard;
- Course 5** Thence **North 01°42'25" East**, along said Westerly sideline of Natalie Boulevard, a distance of **250.00 feet** to the Northeasterly corner of Sublot #411 of said "Sagamore Hills Estates Subdivision #12" on said Northerly subdivision line thereof;
- Course 6** Thence **South 88°17'35" East**, along said Northerly subdivision line of "Sagamore Hills Estates Subdivision #12", a distance of **30.00 feet** to the Place of Beginning and containing **0.3442 acres (14,992 sq.ft.)** of land as calculated and described from Summit County Records by Donald F. Sheehy, Registered Surveyor #7849 of Chagrin Valley Engineering, Ltd. in conjunction with the "Natalie Boulevard Water Improvement Plans" as prepared by Chagrin Valley Engineering, Ltd." as Project #19119 in May, 2019, be the same, more or less;

**Basis of Bearing** for this legal description is **South 01°42'25" West** as the centerline of Natalie Boulevard (60 feet wide) as shown on the "W.B.W. Investments Co., Inc's Sagamore Hills Estates Subdivision #12" as recorded in Plat Book 66, Pages 60-61 of Summit County Records and are used to indicate angles only;

File #19119 Esmt-1 – Natalie Blvd  
May 07, 2019 (jaw)



## PERPETUAL WATER SERVICE EASEMENT #1

Natalie Boulevard

Northfield Center Twp, County of Summit, Ohio

Exhibit 'B'  
Project #19119

From: Northfield Center Twp  
To: North Hills Water District



**EXHIBIT 'A'**  
**WATER SERVICE EASEMENT #2 INFORMATION**

**Owner:** Northfield Center Township  
**Municipality/County:** Northfield Center Twp., Summit, County  
**Deed:** P.B. 66, Pgs. 52-53  
**Date:** April 20, 1965  
**Permanent Parcel No.:** N/A (Public R/W)  
**Subdivision:** Sagamore Hills Estates Subdivision #11  
**Location:** Natalie Boulevard (60 feet wide)  
**Description:**

**LEGAL DESCRIPTION**  
**PERPETUAL WATER SERVICE EASEMENT #2**  
**WITHIN NATALIE BOULEVARD R/W**  
**FOR THE NORTH HILLS WATER DISTRICT**  
**NATALIE BOULEVARD**  
**NORTH CENTER TOWNSHIP**  
**COUNTY OF SUMMIT, OHIO**

Situated in the Township of Northfield Center, County of Summit and State of Ohio and known as being a part of Original Northfield Township, Lot #55 and being a **0.9143 acres (39,825 sq.ft.) Perpetual Water Service Easement #2** lying within the existing right-of-way of Natalie Boulevard (60 feet wide), extending from the Northerly subdivision line of the "W.B.W. Investments Co., Inc's Sagamore Hills Estates Subdivision #11" as recorded in Plat Book 66, Pages 52-53 of Summit County Records, Southerly to its Southerly terminus on the Southerly subdivision line thereof and further bounded and described as follows;

Beginning at the intersection of the centerline of said Natalie Boulevard with said Northerly subdivision line of Sagamore Hills Estates Subdivision #11 and being the Place of Beginning of the Premises herein intended to be described;

- Course 1** Thence **South 88°06'08" East**, along said Northerly subdivision line of Sagamore Hills Estates Subdivision #11, a distance of **30.00 feet** to the Northwesterly corner of Sublot #399 thereof on the Easterly sideline of said Natalie Boulevard;
- Course 2** Thence **South 01°33'52" West**, along said Easterly sideline of Natalie Boulevard, a distance of **663.68 feet** to the Southerly terminus thereof at the Southwesterly corner of Sublot #382 of said "Sagamore Hills Estates Subdivision #11";
- Course 3** Thence **North 88°23'53" West**, along the Southerly terminus of Natalie Boulevard, Southerly line of "Sagamore Hills Estates Subdivision #11", a distance of **60.00 feet** to the Southeasterly corner of Sublot #380 thereof on the Westerly sideline of said Natalie Boulevard;

**Legal Description**

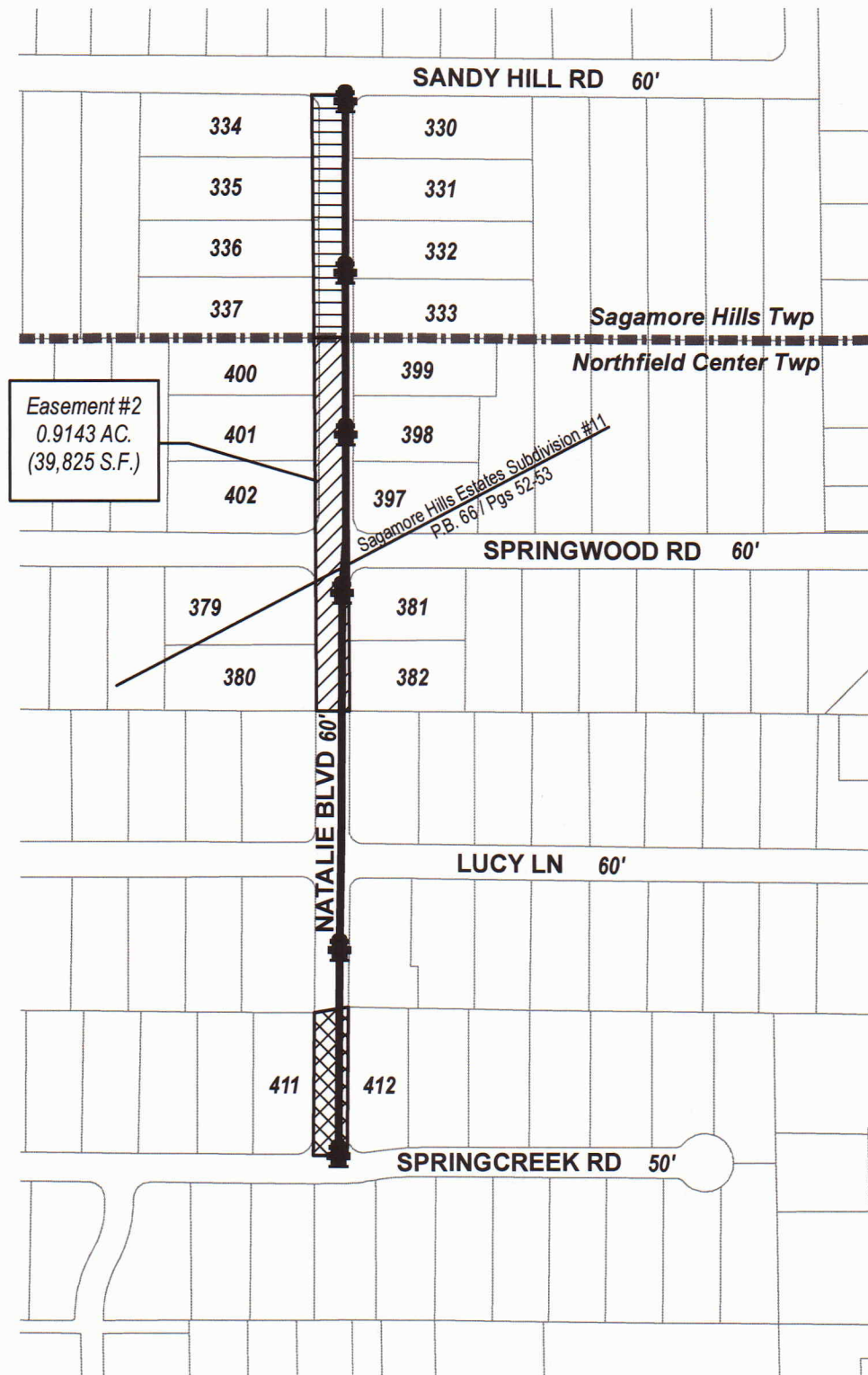
**Page 2 of 3**

**Course 4** Thence **North 01°33'52" East**, along the Westerly sideline of said Natalie Boulevard, a distance of **663.83 feet** to the Northeasterly corner of Sublot #400 of said "Sagamore Hills Estates Subdivision #11" on said Northerly subdivision line thereof;

**Course 5** Thence **South 88°06'08" East**, along said Northerly subdivision line of "Sagamore Hills Estates Subdivision #11", a distance of **30.00 feet** to the Place of Beginning and containing **0.9143 acres (39,825 sq.ft.)** of land as calculated and described from Summit County Records by Donald F. Sheehy, Registered Surveyor #7849 of Chagrin Valley Engineering, Ltd. in conjunction with the "Natalie Boulevard Water Improvement Plans" as prepared by Chagrin Valley Engineering, Ltd." as Project #19119 in May, 2019, be the same, more or less;

**Basis of Bearing** for this legal description is **South 01°33'52" West** as the centerline of Natalie Boulevard (60 feet wide) as shown on the "W.B.W. Investments Co., Inc's Sagamore Hills Estates Subdivision #11" as recorded in Plat Book 66, Pages 52-53 of Summit County Records and are used to indicate angles only;

File #19119 Esmt-2 – Natalie Blvd  
May 07, 2019 (jaw)



## PERPETUAL WATER SERVICE EASEMENT #2

Natalie Boulevard

Northfield Center Twp, County of Summit, Ohio

Exhibit 'B'  
Project #19119

From: Northfield Center Twp  
To: North Hills Water District



**EXHIBIT 'A'**  
**WATER SERVICE EASEMENT #3 INFORMATION**

**Owner:** Sagamore Hills Township  
**Municipality/County:** Sagamore Hills Twp., Summit, County  
**Deed:** P.B. 62, Pgs. 50-51  
**Date:** July 20, 1962  
**Permanent Parcel No.:** N/A (Public R/W)  
**Subdivision:** Sagamore Hills Estates Subdivision #9  
**Location:** Natalie Boulevard (60 feet wide)  
**Description:**

**LEGAL DESCRIPTION**  
**PERPETUAL WATER SERVICE EASEMENT #3**  
**WITHIN NATALIE BOULEVARD R/W**  
**FOR THE NORTH HILLS WATER DISTRICT**  
**NATALIE BOULEVARD**  
**SAGAMORE HILLS TOWNSHIP**  
**COUNTY OF SUMMIT, OHIO**

Situated in the Township of Sagamore Hills, County of Summit and State of Ohio and known as being a part of Original Northfield Township, Lot #54 and being a **0.5578 acres (24,298 sq.ft.) Perpetual Water Service Easement #3** lying within the existing right-of-way of Natalie Boulevard (60 feet wide), extending from the Southerly sideline of Sandy Hill Road (60 feet wide), Southerly to the Southerly terminus of said Natalie Road as shown on the "W.B.W. Investments Co., Inc's Sagamore Hills Estates Subdivision #9" as recorded in Plat Book 62, Pages 50-51 of Summit County Records and further bounded and described as follows;

Beginning at the intersection of the centerlines of said Natalie Boulevard with Sandy Hill Road;

Thence **South 01°35'50" West**, along said centerline of Natalie Boulevard, a distance of **30.00 feet** to a point on said Southerly sideline of Sandy Hill Road and being the Principle Place of Beginning of the Premises herein intended to be described;

**Course 1** Thence **South 88°06'30" East**, along said Southerly sideline of Sandy Hill Road, a distance of **30.00 feet** to a point on the Easterly sideline of said Natalie Boulevard;

**Course 2** Thence **South 01°35'50" West**, along said Easterly sideline of Natalie Boulevard, a distance of **404.96 feet** to the Southwesterly corner of Sublot #333 of said "Sagamore Hills Estates Subdivision #9" on the Southerly subdivision line thereof;

**Course 3** Thence **North 88°06'30" West**, along said Southerly line of "Sagamore Hills Estates Subdivision #9", a distance of **60.00 feet** to the Southeasterly corner of Sublot #337 thereof on the Westerly sideline of said Natalie Boulevard;



**Legal Description**

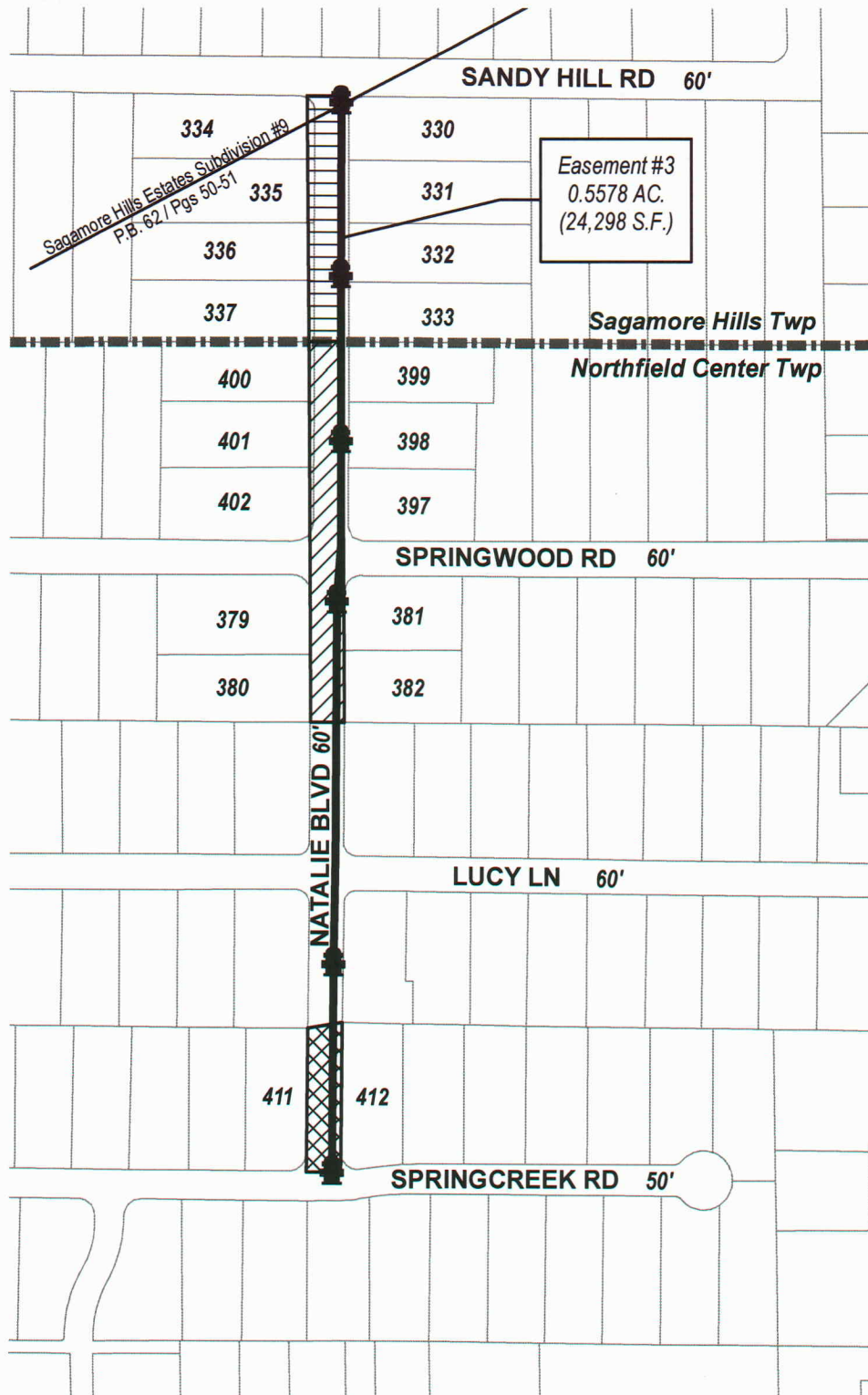
**Page 2 of 3**

**Course 4** Thence **North 01°35'50" East**, along said Westerly sideline of Natalie Boulevard, a distance of **404.96 feet** to a point on said Southerly sideline of Sandy Hill Road;

**Course 5** Thence **South 88°06'30" East**, along said Southerly sideline of Sandy Hill Road, a distance of **30.00 feet** to the Principle Place of Beginning and containing **0.5578 acres (24,298 sq.ft.)** of land as calculated and described from Summit County Records by Donald F. Sheehy, Registered Surveyor #7849 of Chagrin Valley Engineering, Ltd. in conjunction with the "Natalie Boulevard Water Improvement Plans" as prepared by Chagrin Valley Engineering, Ltd." as Project #19119 in May, 2019, be the same, more or less;

**Basis of Bearing** for this legal description is **South 01°35'50" West** as the centerline of Natalie Boulevard (60 feet wide) as shown on the "W.B.W. Investments Co., Inc's Sagamore Hills Estates Subdivision #9" as recorded in Plat Book 62, Pages 50-51 of Summit County Records and are used to indicate angles only;

File #19119 Esmt-3 – Natalie Blvd  
May 07, 2019 (jaw)



# **PERPETUAL WATER SERVICE EASEMENT #3**

*Natalie Boulevard*

*Sagamore Hills Twp, County of Summit, Ohio*

Exhibit 'B'  
Project #19119

From: Sagamore Hills Twp  
To: North Hills Water District

**NORTH HILLS WATER DISTRICT  
RESOLUTION 109-19**

**A RESOLUTION TO ENTER INTO A INTRAGOVERNMENTAL  
AGREEMENT BETWEEN THE COUNTY OF SUMMIT AND THE  
NORTH HILLS WATER DISTRICT CONCERNING THE  
TWINSBURG ROAD CULVERT REPLACEMENT**

**WHEREAS,** the North Hills Water District owns certain infrastructure on Twinsburg Road being a waterline; and


**WHEREAS,** the County Engineer is replacing a culvert number 112-1346 on Twinsburg Road, approximately 200 feet west of Walters Road in Northfield Center; and

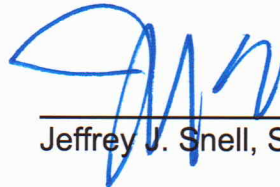
**WHEREAS,** the North hills Water District desires to pay the additional cost to move said waterline out of the proposed concrete head wall;

**NOW, THEREFORE BE IT RESOLVED,** by the Board of Trustees of the North Hills Water District that they authorize their Chair, John Campbell, to enter into the Intragovernmental Agreement between the county of Summit and the North Hills Water District concerning the Twinsburg Road Culvert Replacement Project such as North Hills water District will be responsible for the additional cost to move the water line as part of the County Project.

Roll call showed all in favor.

Resolution adopted this 26<sup>th</sup> day of May, 2019.

  
Chair John Campbell

  
Jeffrey J. Snell, Secretary/Fiscal Officer



**INTERGOVERNMENTAL AGREEMENT**  
**between**  
**COUNTY OF SUMMIT, OHIO**  
**And**  
**THE NORTH HILLS WATER DISTRICT**  
**concerning**  
**TWINSBURG ROAD CULVERT REPLACEMENT**

**THIS INTERGOVERNMENTAL AGREEMENT** is made as of the date of final execution by the parties between the County of Summit, Ohio (the "County"), an Ohio county with its principal place of business located at 175 S. Main Street, Akron, Ohio 44308, acting for the Summit County Engineer, by its Executive, and the North Hills Water District, a municipal water utility, hereafter referred to the "District", with its principal place of business located at 253 W. Aurora Rd., Northfield, Ohio 44067

**WITNESSETH:**

**WHEREAS**, the County is removing and replacing Twinsburg Rd. Culvert #112-13461 located on Twinsburg Rd., approximately 200' west of Walters Rd. in Northfield Center Township and within the District's utility service area; and

**WHEREAS**, the District has requested the County to include in the planned construction project, the relocation and lowering of a water line under the culvert; and

**WHEREAS**, the County culvert design puts the District's water line below the proposed concrete headwall; and

**WHEREAS**, the District desires to relocate the water line; and

**WHEREAS**, the contractor will be hired by the County to perform the work; and

**WHEREAS**, by the North Hills Water District Resolution No.109-19, adopted May 30, 2019 the District's Board of Directors Chairman is authorized to enter into an agreement with the County for the herein described portion of this Project; and

**WHEREAS**, this Intergovernmental Agreement was authorized by County Council by the adoption of **County Council Resolution No. 2019-\_\_\_\_\_**; and

**WHEREAS**, it is necessary for the parties to execute this Intergovernmental Agreement to set forth the rights and duties of the parties concerning the construction contract and the payment of the contractor performing the work for the County and District.

**NOW, THEREFORE**, in consideration of the covenants and promises set forth below, the parties agree as follows:

1. Scope of Work and Responsibilities.



1. Scope of Work and Responsibilities.

a. **Scope Of Work – Remove and Replace Culvert and Relocate Water Line.**

The Scope of Work covered by this Intergovernmental Agreement consists of the removal of and the construction of a new culvert under Twinsburg Rd., relocating the existing water line under the culvert located in the Northfield Center Township within the District's service area, in accordance with plans designed by the Summit County Engineer's Office (hereinafter referred to as the "Project"). Both parties have had the opportunity to review and approve the plans, which are considered to be fully incorporated herein by reference. The parties agree that the County will administer the Project including advertising, awarding, signing a contract with the winning contractor, and supervising the construction and testing phases of the Project, provided that the District shall be responsible for testing and inspections of the water line, as provided below. All work shall be prepared according to ODOT standards, District standards, and the Cleveland Water Department Standards. The District shall directly pay the contractor for those items of work and materials that are utilized to remove and install the water line. All work is to be performed by the low bid contractor as determined by the County.

b. **County Responsibilities**

The County shall include the necessary plan sheets, specifications and quantities in the County prepared bid package to obtain a competitively bid cost for the proposed work. The County shall bid, award, manage and inspect the Project, except as noted below. The County shall be responsible for the direct payment of the contractor for culvert removal and culvert construction items on a timely basis as defined in Terms of Payment.

Additionally, the County shall provide in the bid package and the construction contract that 1) the District is a third party beneficiary of the contract; 2) the contractor will be required to work directly with the District with respect to testing and inspections of the water line ; 3) the District will pay the contractor directly for the work related to the water line; 4) the District will have direct recourse against the contractor should a dispute arise with respect to the water line construction; 5) the District shall be indemnified by the contractor related to contractor's work on the Project; 6) the District will be listed as an additional insured on all contractor insurance policies related to the Project; and 7) the District shall have final approval of the contractor post-bid and pre-selection for contract award related to the water line construction portions of the Project.

c. **District Responsibilities**

The District shall provide all necessary labor and equipment to inspect and test the water line work performed on the Project to ensure proper completion of the Project. The District, in cooperation with the County, shall monitor the progress of the work and shall determine the amount of payment due the contractor for the water line work on a monthly basis. The District shall be responsible for the direct payment of the contractor for water line items on a timely basis as defined in Terms of Payment.



**d. Terms Of Payment**

The County shall directly pay the contractor for expenses for the actual cost of the culvert removal and culvert replacement based on the unit costs bid and awarded by the County.

The District shall directly pay the contractor for expenses for the actual cost of the water line removal and relocation, based on the unit costs bid and awarded by the County.

The County will be responsible for any change orders that may be necessary to complete the work on the bridge.

The District will be responsible for any change orders that may be necessary to complete the work on the water line.

**e. Dispute Resolution**

In the event a dispute arises regarding this Intergovernmental Agreement, notification of such dispute shall be sent to the Construction Section Manager for the Summit County Engineer and a designated representative of the District, in writing, within 30 days of discovery of such dispute.

In such notification, the disputing party shall present such evidence as may support their position. Within a reasonable time, the representatives for each party shall review the facts and circumstances surrounding the dispute for the purpose of determination. Said dispute shall be resolved within a reasonable period of time. If the dispute cannot be resolved, either party may resort to its legal remedies.

**f. Inspections**

The County shall be responsible for the inspections of all work performed to the culvert and roadway by the contractor. The District shall be responsible for the inspections of all work performed to the water line by the contractor. All inspections shall be performed within 24 hours of the completion of the work requiring inspection.

**g. Term**

This Intergovernmental Agreement becomes effective upon signature by the parties, and will expire upon completion of the acceptance of the culvert replacement Project and upon the payment of the final invoice. This Agreement may be rescinded by either party prior to the awarding of construction contract for the Project, giving five (5) days written notice to the other party.

2. Relationship of Parties. The parties agree that at no time shall the relationship between the parties under this Intergovernmental Agreement be construed, held out or considered a joint venture or principal-agent.

3. Non-Discrimination. The County and District agree that in the hiring of employees for the performance of their duties under this Intergovernmental Agreement,

the County, District or their subcontractors, or any person acting on the behalf of the County, District or their subcontractors, shall not discriminate by reason of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the work to which the employment relates. The County and District further agree that the County, District, or their subcontractors, or any person on behalf of the County, District, or their subcontractors, in any manner, shall not discriminate against or intimidate any employee hired for the performance of duties under this Intergovernmental Agreement on account of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, color, gender identity as defined in Section 101.02(f) in the Codified Ordinances of the County of Summit and sexual orientation as defined in Section 101.02(r) in the Codified Ordinances of the County of Summit. The County and District certify that they do not maintain and they will not permit their employees from performing services at any segregated facilities. The County and District agree to comply with all applicable federal, state and local laws, orders, rules, and regulations, as amended, regarding discrimination.

4. Equal Opportunity Employer. The County and District expressly represent that they are Equal Employment Opportunity employers as defined in and are in compliance with all Equal Employment Opportunity statutes, rules, regulations, and executive orders and amendments.

5. Insurance. Each party acknowledges that it is responsible for providing its own insurance and/or requiring its vendor to procure appropriate insurance covering acts and negligence of the vendor.

6. Miscellaneous.

a. Integration. This Intergovernmental Agreement represents the entire and integrated agreement between the parties. This Intergovernmental Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Intergovernmental Agreement.

b. Amendment and Waiver. This Intergovernmental Agreement may not be amended, supplemented, or waived except by a writing signed by the parties. The waiver of any particular right or claim does not constitute a waiver of any other right or claim. This Intergovernmental Agreement may be amended to achieve additional goals of the County and District with the written consent of the parties.

c. Assignment. Neither party shall assign its rights or delegate its duties under this Intergovernmental Agreement without the prior written consent of the other party. Subject to such consent, Intergovernmental Agreement shall be



binding upon and for the benefit of the parties hereto, their successors and assigns.

d. Capacity to Execute. Each party hereby certifies that all actions necessary to execute this Intergovernmental Agreement were taken and that the person executing this Intergovernmental Agreement is authorized to do so and has the power to bind their respective party to the terms and conditions contained herein.

e. Review by Legal Counsel. Each party has had the opportunity to review this Intergovernmental Agreement with the assistance of legal counsel. Accordingly, the County and District agree that the rule of construction that any ambiguity in this Intergovernmental Agreement is to be construed against the drafting party is not applicable.

f. No Authority to Bind. Neither party has the power or authority to bind the other party to contracts or other obligations, except as provided herein.

g. Severability. If any provision of this Intergovernmental Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Intergovernmental Agreement shall continue in full force and effect.

h. Force Majeure. No party shall be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties shall take all reasonable action to minimize the effects of any such event, occurrence or condition.

i. Reservation of Rights. A delay or failure in enforcing any right or remedy afforded hereunder or by law shall not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Intergovernmental Agreement, whether of a like or different character.

j. Notices. Every notice and demand required under the terms of this Intergovernmental Agreement shall be in writing and must be sent by certified mail, return receipt requested, or by other means of delivery requiring a signed receipt, to the other party's address as shown below. All notices are effective upon receipt. A party may change its address by giving written notice to the other party in accordance with this Section.

With additional notice to:

Summit County Engineer  
538 East South Street  
Akron, Ohio 44311

**Notices to the District**

North Hills Water District  
253 W. Aurora Rd.  
Northfield, Ohio 44067  
Attn: John K. Campbell, Chair, Board of Directors  
With additional notice to:

Chagrin Valley Engineering  
22999 Forbes Road, Suite B  
Cleveland, Ohio 44146-5667  
Attn: Michael E. Henry, P.E. – District Engineer

- k. Compliance. Each party agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.
- l. Ethics Compliance. Each party agrees to comply with Ohio Ethics Laws as listed in the Chapters 102 and 2921 of the Ohio Revised Code. By signing this Intergovernmental Agreement, each party certifies that it is unaware of any violations of these provisions and that the undersigned believes their respective entity is in compliance with these provisions.
- m. Governing Law. This Intergovernmental Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts of choice of laws.
- n. Forum. Any litigation arising under this Intergovernmental Agreement must be litigated in the Akron Municipal Court or the County of Summit Court of Common Pleas, and each party submits itself to the jurisdiction and venue of those courts.

(End of text. Execution on following page.)

Intending to be legally bound, the parties have signed this Intergovernmental Agreement effective as of the date of final execution.

**COUNTY OF SUMMIT, OHIO**

\_\_\_\_\_  
By: Ilene Shapiro, Executive

Date: \_\_\_\_\_

\_\_\_\_\_  
Alan Brubaker, Summit County Engineer

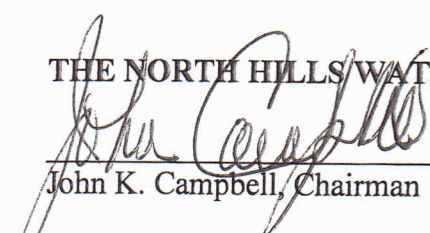
APPROVED AS TO FORM:

\_\_\_\_\_  
Marvin D. Evans, Assistant Prosecutor  
For Summit County Prosecutor

APPROVED AS TO FORM:

\_\_\_\_\_  
Deborah S. Matz  
Director, Department of Law

**THE NORTH HILLS WATER DISTRICT**

  
\_\_\_\_\_  
John K. Campbell, Chairman

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Jeffrey Snell, Fiscal Officer

Date: 5.30.19



**NORTH HILLS WATER DISTRICT**  
**253 W. Aurora Road**  
**Northfield, Ohio 44067**  
**Phone (330) 468-0198**

May 23, 2019

Sagamore Hills Township  
11551 Valley View Rd.  
Sagamore Hills, OH 44067

Northfield Center Township  
9546 Brandywine Rd.  
Northfield, OH 44067

RE: Natalie Road Fire Line Project

Dear Trustees:

Yesterday Northfield Center Township Service Director/Road Superintendent Road Rick Youel called me about 1:45 p.m. to tell me that Northfield Center Township would not be reconstructing and paving all of Natalie Blvd. as part of its District 8 project with Sagamore Hills Township. He explained to me that the pavement would be terminating at the "curb and gutter" that is about 275 feet north of Lucy Lane. The news certainly took me by surprise because in the last six months that we have discussed the fire line project many times, no one has ever mentioned that all of Natalie was not being reconstructed.

Coincidentally, the Water Board also had a meeting yesterday at 3 p.m. After my call with Rick, I quickly went to Natalie before the meeting to find the area that Rick said the pavement would stop to take some pictures for the Water Board. This area is about 275 feet north of Lucy Lane and then extends all the way to Spring Creek (about 800 feet). During our meeting we then discussed this news and I learned that all the Board members also understood that the all of Natalie roadway was being reconstructed. Several of the Board members had attended all of the meetings in Northfield Center on this topic and none of us understood that the road reconstruction did not include all of Natalie. We reviewed the materials that we shared during our numerous meetings about the fire line but none of us recall any discussion that the reconstruction was just one-half of the roadway length.

The entire Natalie roadway is about 1800 feet and more than 400 feet is in Sagamore Hills Township. The balance of the roadway is in Northfield Center Township, but they are only reconstructing about 600 feet of pavement and not reconstructing the balance of the roadway (about an additional 800 feet). The Water District is planning to install the new fire main in the edge of the pavement of the roadway. Without the pavement included in the entire roadway, there will be an additional cost of paving the 800 feet area south of the termination of the pavement reconstruction project the width of the area that is excavated in the roadway.

The Water Board discussed the new issues raised by this information and have asked the Engineer to review the plans to determine what will be the additional cost of the fire line project. He told us he believes that the original estimate should cover this additional cost. After discussion the Water Board, by motion, unanimously reaffirmed their commitment to the project. The Board asked the District Engineer to review the original estimate and determine if these additional costs can be absorbed in the original cost estimate. The Board by resolution also accepted the roadway easement area within the

Water District per your request. I will provide update from our District Engineer once he fully reviews the changes in the project plans. This morning I contacted Dave White from the Summit County Engineer and he verified the information that Rick shared with me yesterday. I also spoke with Rich Reville this morning who told me that he thought we knew that Northfield Center Township was not repaving all of Natalie. I told him I was surprised by the news and I shared with him much of the information contained in this letter.

The North Hills Water District appreciates all the time and energy that each township spent in working together on this project. It is unfortunate that significant information about the scope of the paving project was not shared with everyone sooner. I appreciate Rick sharing the information as soon as he learned of it. We will work through this issue and try to find a workable solution. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeffrey J. Snell". The signature is stylized with a large, looped "J" and "S".

Jeffrey J. Snell

cc: North Hills Water District





# NORTH HILLS WATER DISTRICT

## RESOLUTION 110-19

May 30, 2019

Monthly Payment Resolution May, 2019

Moved by Lewis; Seconded by Klimkewicz,

**Be it Resolved** by the Board of Trustees of the North Hills Water District that the Fiscal Officer be and hereby authorized and directed to issue and deliver these checks in payment of the bills for goods, services and salaries as listed:

<u>Check No.</u>	<u>Payee</u>	<u>Account</u>	<u>Void/Prepaid</u>	<u>Amount</u>
4618	OH Deferred Comp	Payroll		\$ 100.00
4619	Basil Lovano	Trustee		\$ 68.86
4620	Carol A. Lewis	Trustee		\$ 68.86
4621	Daniel Schade	Trustee		\$ 68.86
4622	David Klimkewicz	Trustee		\$ 68.86
4623	Frank Kopas	Trustee		\$ 68.86
4624	John Campbell	Trustee		\$ 68.86
4625	Patricia Juhasz	Trustee		\$ 68.86

Adopted May 30, 2019

  
\_\_\_\_\_  
John Campbell, Chair  
\_\_\_\_\_  
Jeffrey J. Snell, Fiscal Officer

# NORTH HILLS WATER DISTRICT

## RESOLUTION 111-19

June 26, 2019


Monthly Payment Resolution June, 2019

Moved by \_\_\_\_\_; Seconded by \_\_\_\_\_,

**Be it Resolved** by the Board of Trustees of the North Hills Water District that the Fiscal Officer be and hereby authorized and directed to issue and deliver these checks in payment of the bills for goods, services and salaries as listed:

<u>Check No.</u>	<u>Payee</u>	<u>Account</u>	<u>Void/Prepaid</u>	<u>Amount</u>
4626	Basil Lovano	Trustee		\$ 68.87
4627	Carol A. Lewis	Trustee		\$ 68.87
4628	Daniel Schade	Trustee		\$ 68.87
4629	David Klimkewicz	Trustee		\$ 68.87
4630	Frank Kopas	Trustee		\$ 68.87
4631	Jeffrey Snell	Fiscal Officer		\$ 1,668.57
4632	John Campbell	Trustee		\$ 68.87
4633	Mike Henry	Engineer		\$ 778.09
4634	Patricia Juhasz	Trustee		\$ 68.87
4635	OBWC	Workers Comp. (By Wire)		\$ 173.94
4636	Cincinnati	Insurance		\$ 3,330.00
4637	Chagrin Valley	Engineering		\$ 4,804.50
4638	Grade Line, Inc.	Repair (Houghton)		\$ 8,292.58
4639	Ohio Defer. Comp	Payroll (By Wire)		\$ 100.00
4640	OPERS	Payroll (By Wire)		\$ 840.00
4641	Ohio EPA	Construction		\$ 1,298.00

Adopted June 26, 2019

  
John Campbell, Chair

  
Jeffrey J. Snell, Fiscal Officer

**NORTH HILLS WATER DISTRICT  
RESOLUTION 112-19**

**Adopted June 26, 2019**

**A RESOLUTION TO AUTHORIZE THE ENTER INTO A CONTRACT WITH THE  
CITY OF MACEDONIA TO FLUSH AND LUBRICATE ALL PUBLIC HYDRANTS**


Moved by CLWIS Seconded by KLMKEWICZ

**WHEREAS**, the Board of the North Hills Water District desires to flush and lubricate all of the hydrants within the North Hills Water District; and

**WHEREAS**, the City of Macedonia has offered to provide those services as they already provide Fire Services to Northfield Center and Sagamore Hills Township; and

**NOW, THEREFORE, BE IT RESOLVED** by the Trustees of the Board of the North Hills Water District, Summit County, Ohio, that the Chair is hereby authorized to enter into a Contract with the City of Macedonia for flushing and lubrication services of all public hydrants within the North Hills Water District for 2019.

  
John Campbell, Chair

  
Jeffrey J. Snell, Fiscal Officer



**NORTH HILLS WATER DISTRICT  
RESOLUTION 113-19**

**Adopted June 26, 2019**

**A RESOLUTION TO ADOPT THE BID SPECIFICATIONS FOR THE: (1) NATALIE BOULEVARD FIRE MAIN INSTALLATION AND (2) CANYON VIEW ROAD WATER MAIN REPLACEMENT AND AUTHORIZING THE CHAIR, FISCAL OFFICER, AND ENGINEER TO SOLICIT BIDS.**

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_

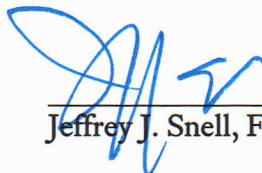
**WHEREAS**, the Board of Trustees finds it necessary to bid the (1) Natalie Boulevard Fire Main Installation and (2) Canyon View Road Water Main Replacement;

**WHEREAS**, the Board has asked the Engineer for the district to create a set of specifications and plans for each project that have been completed;

**WHEREAS**, the Board would like the work to begin after July 1, 2019 in this construction season;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees authorizes the Fiscal Officer and the Engineer to advertise twice for bids with the bids due on \_\_\_\_\_, 2019 at noon for (1) Natalie Boulevard Fire Main Installation and (2) Canyon View Road Water Main Replacement based upon the plans and specifications hereby approved by the Board. Bids to be opened at the office of the Engineer. The Board further authorizes the Chair to make any necessary revisions to the specifications as may be necessary.

  
John Campbell, Chair

  
Jeffrey J. Snell, Fiscal Officer



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF MACEDONIA AND THE NORTH HILLS WATER DISTRICT**

---

This Memorandum of Understanding (“MOU”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Macedonia, a chartered municipal corporation in the County of Summit, State of Ohio (hereinafter “City”), and the North Hills Water District, a political subdivision in County of Summit, State of Ohio (hereinafter “District”) for the purposes of sharing responsibility for the service and maintenance of all public fire hydrants located within the jurisdiction of the North Hills Water District (located within the territorial boundaries of Sagamore Hills Township and Northfield Center Township) for the term of this Memorandum. The City and the District are collectively referred to as the “Parties.”

The City agrees to provide flushing and lubrication service of all public hydrants within the North Hills Water District as set forth below.

1. Purpose. The purpose of this MOU is to outline the agreement between the City and the District and their associated efforts to share responsibility for the inspection, flushing, certain flow testing, and lubrication of all public hydrants located within the District during the term of this Memorandum.

2. Scope. This MOU addresses certain services to be provided by the City to the District. The services include the inspection, flushing, certain flow testing, and lubrication of each of the approximately 1,400 hydrants located within the District. This MOU does not address hydrants located in the City, which shall continue to be maintained consistent with the City’s normal obligations.

3. Responsibilities. The City shall supervise and complete such inspection, flushing, flow testing, and lubrication service work at its sole discretion in accordance with the guidelines



promulgated by the City of Cleveland Division of Water. The flow testing shall consist of the static flow testing of approximately every 10th hydrant located within the District.

The City shall be permitted to undertake all action necessary to complete such services, including the use of appropriate signage supplied by the City and any other measures to adequately provide notice to residents of the flushing services. The City shall place such signage as far in advance prior to the service work as may be practicable.

The City will provide two (2) workers assigned to the District to perform such service work.

After the service work is completed, the City will provide the District with an electronic and hard copy of Excel spreadsheets showing all hydrants serviced, and the results of the static flow testing. The City shall note on the spreadsheet any and all hydrants that are not operational. If there is deficiency with a hydrant, the City shall provide one digital photo of each such hydrant showing the hydrant's code in the photo.

To assist the City in the supervision and completion of the service work, a vehicle and fuel shall be provided by the District.

The District shall reimburse the City for the cost of tools and equipment utilized to provide the flushing services. The District shall also reimburse the City for the cost, calculated on an hourly basis, of two (2) workers provided by the City as required to complete the service work in the District.

The City shall handle with due care and due diligence the removal of all paint around the hose connection caps to the hydrants while serving them for flushing and lubrication by cutting the paint bead around the hydrant cap prior to removal.

Once the flushing service work is completed each month, the City will forward an invoice for such services for reimbursement pursuant to the above, which shall be paid within 30 days of receipt. All flushing and lubrication services shall be completed by October 1, 2019.

4. Termination. This MOU is effective for a one year period from the date set forth above. Any Party may terminate this MOU with thirty (30) days written notice.

5. General. This MOU constitutes the full and complete expression of the agreement between the Parties, and is not intended to modify or supersede any contract or other agreement between the City and the District to this MOU for flushing and lubrication services. By the mutual consent of the Parties, this MOU may be modified whenever such modifications are deemed necessary. Any such modifications to the MOU shall be by written amendment signed by the Parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands to this Memorandum  
of Understanding this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF MACEDONIA, OHIO**

By: \_\_\_\_\_  
Mayor Nicholas Molnar

Date: \_\_\_\_\_

**NORTH HILLS WATER DISTRICT**

By:   
John Campbell, Chair

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Mark V. Guidetti  
Director of Law

Date: \_\_\_\_\_

\_\_\_\_\_  
By: Jeffrey J. Snell  
Fiscal Officer

Date: \_\_\_\_\_



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE CITY OF MACEDONIA AND THE NORTH HILLS WATER DISTRICT**

---

This Memorandum of Understanding (“MOU”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Macedonia, a chartered municipal corporation in the County of Summit, State of Ohio (hereinafter “City”), and the North Hills Water District, a political subdivision in County of Summit, State of Ohio (hereinafter “District”) for the purposes of sharing responsibility for the service and maintenance of all public fire hydrants located within the jurisdiction of the North Hills Water District (located within the territorial boundaries of Sagamore Hills Township and Northfield Center Township) for the term of this Memorandum. The City and the District are collectively referred to as the “Parties.”

The City agrees to provide flushing and lubrication service of all public hydrants within the North Hills Water District as set forth below.

1. Purpose. The purpose of this MOU is to outline the agreement between the City and the District and their associated efforts to share responsibility for the inspection, flushing, certain flow testing, and lubrication of all public hydrants located within the District during the term of this Memorandum.

2. Scope. This MOU addresses certain services to be provided by the City to the District. The services include the inspection, flushing, certain flow testing, and lubrication of each of the approximately 1,400 hydrants located within the District. This MOU does not address hydrants located in the City, which shall continue to be maintained consistent with the City’s normal obligations.

3. Responsibilities. The City shall supervise and complete such inspection, flushing, flow testing, and lubrication service work at its sole discretion in accordance with the guidelines

promulgated by the City of Cleveland Division of Water. The flow testing shall consist of the static flow testing of approximately every 10th hydrant located within the District.

The City shall be permitted to undertake all action necessary to complete such services, including the use of appropriate signage supplied by the City and any other measures to adequately provide notice to residents of the flushing services. The City shall place such signage as far in advance prior to the service work as may be practicable.

The City will provide two (2) workers assigned to the District to perform such service work.

After the service work is completed, the City will provide the District with an electronic and hard copy of Excel spreadsheets showing all hydrants serviced, and the results of the static flow testing. The City shall note on the spreadsheet any and all hydrants that are not operational. If there is deficiency with a hydrant, the City shall provide one digital photo of each such hydrant showing the hydrant's code in the photo.

To assist the City in the supervision and completion of the service work, a vehicle and fuel shall be provided by the District.

The District shall reimburse the City for the cost of tools and equipment utilized to provide the flushing services. The District shall also reimburse the City for the cost, calculated on an hourly basis, of two (2) workers provided by the City as required to complete the service work in the District.

The City shall handle with due care and due diligence the removal of all paint around the hose connection caps to the hydrants while serving them for flushing and lubrication by cutting the paint bead around the hydrant cap prior to removal.

Once the flushing service work is completed each month, the City will forward an invoice for such services for reimbursement pursuant to the above, which shall be paid within 30 days of receipt. All flushing and lubrication services shall be completed by October 1, 2019.

4. Termination. This MOU is effective for a one year period from the date set forth above. Any Party may terminate this MOU with thirty (30) days written notice.

5. General. This MOU constitutes the full and complete expression of the agreement between the Parties, and is not intended to modify or supersede any contract or other agreement between the City and the District to this MOU for flushing and lubrication services. By the mutual consent of the Parties, this MOU may be modified whenever such modifications are deemed necessary. Any such modifications to the MOU shall be by written amendment signed by the Parties.



IN WITNESS WHEREOF, the parties have hereunto set their hands to this Memorandum  
of Understanding this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**CITY OF MACEDONIA, OHIO**

**NORTH HILLS WATER DISTRICT**

By: \_\_\_\_\_  
Mayor Nicholas Molnar

By: \_\_\_\_\_  
John Campbell, Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Mark V. Guidetti  
Director of Law

\_\_\_\_\_  
By: Jeffrey J. Snell  
Fiscal Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**NORTH HILLS WATER DISTRICT  
RESOLUTION 114-19**

**A RESOLUTION TO AUTHORIZE THE PAYMENT TO FISCAL OFFICER FOR  
EXTRAORDINARY WORK ON PROJECTS FOR CANYONVIEW ROAD AND  
NATALIE BLVD.**

**June 26, 2019**

Moved by Lewis, Seconded by Campbell.

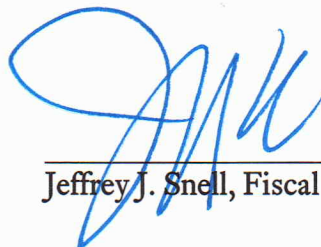
**WHEREAS**, The Fiscal Officer has dedicated many hours above and beyond the normal work is preparing and seeking approval and installation of bot the Canyon View and Natalie Projects over the past year;

**WHEREAS**, the Fiscal Officer has absorbed the cost of rent, telephone, copies, etc. for the Board for many years saving the Board and the District its resources;

**WHEREAS** the Fiscal Officer's additional service is recognized by the Board of Trustees;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees authorizes a one additional payment to the Fiscal Officer of \$5,000.00 for his additional services.

  
John Campbell, Chair

  
Jeffrey J. Snell, Fiscal Officer

**NORTH HILLS WATER DISTRICT  
RESOLUTION 115-19**

**A RESOLUTION TO AUTHORIZE THE EXPENDITURE OF \$1,298.00 FOR EPA  
PERMIT FOR NATALIE BLVD. NEW FIRE MAIN**

**June 26, 2019**

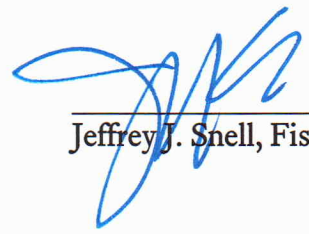
Moved by Schade, Seconded by Lovano.

**WHEREAS**, The District Engineer has advised that the North Hills Water District will need an Ohio Environmental Protection Agency Permit for the Natalie Blvd. New Fire Main Project and there is a permit fee of \$1,298.00 due for such permit;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees authorizes the expenditure of \$1,298.00 to Ohio Environmental Protection Agency for the Natalie Blvd New Fire Main Project Permit Fee, the check to be made payable to the Treasurer of the State of Ohio.



John Campbell, Chair



Jeffrey J. Snell, Fiscal Officer



# NORTH HILLS WATER DISTRICT

## RESOLUTION 116-19

JULY 24, 2019

Monthly Payment Resolution July, 2019

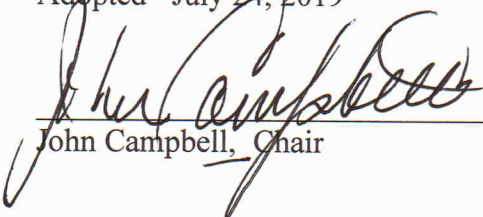
Moved by LOVANO; Seconded by KUMKEWICZ

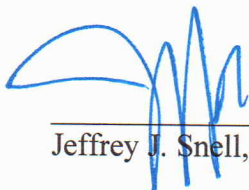
**Be it Resolved** by the Board of Trustees of the North Hills Water District that the Fiscal Officer be and hereby authorized and directed to issue and deliver these checks in payment of the bills for goods, services and salaries as listed:

<u>Check No.</u>	<u>Payee</u>	<u>Account</u>	<u>Void/Prepaid</u>	<u>Amount</u>
4658	Basil Lovano	Trustee		\$ 68.86
4659	Carol A. Lewis	Trustee		\$ 68.86
4660	Daniel Schade	Trustee		\$ 68.86
4661	David Klimkewicz	Trustee		\$ 68.86
4662	Frank Kopas	Trustee		\$ 68.86
4663	Jeffrey Snell	Fiscal Officer		\$ 1,668.58
4664	John Campbell	Trustee		\$ 68.86
4665	Mike Henry	Engineer		\$ 778.09
4666	Patricia Juhasz	Trustee		\$ 68.86
4667	Nixon Laurianti	Insurance		\$ 2,526.00
4668	Ohio Defer. Comp	Payroll (By Wire)		\$ 100.00
4669	OPERS	Payroll (By Wire)		\$ 840.00
4670	Chagrin Valley	Engineering		\$ 13,522.35
4671	Chagrin Valley	Engineering		\$ 45.00
4672	U.S. Treasury	Payroll -taxes		\$ 2,128.93
4674	Ohio Treasurer	Payroll - taxes		\$ 205.53
4675	Advance Ohio	Legal Ad-Canyon View		\$ 444.54
4676	Advance Ohio	Legal Ad- Natalie		\$ 344.16
4677	Jeffrey J. Snell	Fiscal Officer		\$ 3,291.30

Void Checks 4642-4657, 4673

Adopted July 24, 2019

  
John Campbell, Chair

  
Jeffrey J. Snell, Fiscal Officer

## **NORTH HILLS WATER DISTRICT RESOLUTION 117-19**

**A RESOLUTION DECLARING THE OFFICIAL INTENT AND REASONABLE EXPECTATION OF THE NORTH HILLS WATER DISTRICT ON BEHALF OF THE STATE OF OHIO (THE BORROWER) TO REIMBURSEMENT FOR THE CANYON VIEW ROAD WATER MAIN REPLACEMENT PROJECT, LOAN NUMBER CHO6W WITH THE PROCEEDS OF TAX-EXEMPT DEBT OF THE STATE OF OHIO.**

**JUNE 26, 2019**

Moved by Schade, Seconded by Kopas.

**WHEREAS**, The North Hills Water District on behalf of the State of Ohio reasonably expects to receive reimbursement for the Project named as set forth in appendix a of the project agreement with the proceeds of the bonds to be issued by the State of Ohio.

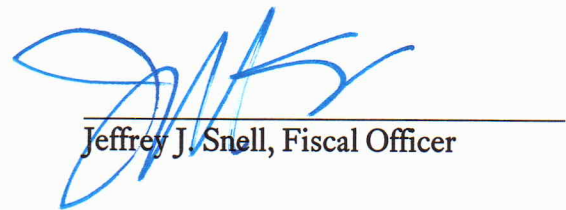
**WHEREAS**, the maximum aggregate principal amount of bonds, other than the cost for insurance, expected to be issued by the State of Ohio for reimbursement of the local subdivision is \$850,350;

**WHEREAS**, the Fiscal Officer of the North Hills Water District is hereby directed to file a copy of this Resolution with the North Hills Water District for the inspection and examination of all persons interested therein and to deliver a copy of this Resolution to the Ohio Public Works Commission;

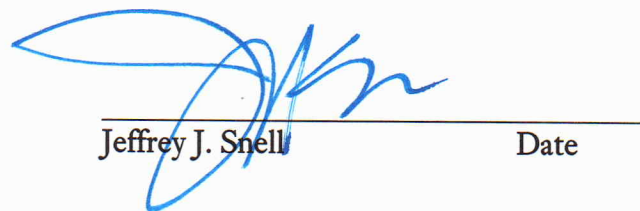
**WHEREAS**, the North Hills Water District finds and determines that all formal actions of this Resolution concerning and relating to the adoption of this Resolution were taken in an open meeting of the North Hills water District and that all deliberations of this resolution and the North Hills Water District in any of its committees that resulted in those formal actions were meetings open to the public in compliance with all legal requirements;

**WHEREAS**, this Resolution shall be in full force and effect from and immediately upon its adoption. With a roll call vote showing all in favor.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees authorizes all of the above action and authorizes its Chair and Fiscal Officer to sign any documents that may be necessary the effectuate the Agreement with the Ohio Public Works Commission.

  
\_\_\_\_\_  
John Campbell, Chair  
\_\_\_\_\_  
Jeffrey J. Snell, Fiscal Officer

I, the Fiscal Officer of the North Hills Water District, hereby certify this is a true and accurate Copy of Resolution 117-19 that was adopted July 24, 2019 by the Board of Trustees North Hills Water District.

  
\_\_\_\_\_  
Jeffrey J. Snell                      Date



# NORTH HILLS WATER DISTRICT

## RESOLUTION 118-19 A RESOLUTION TO COMMEMORATE FIFTY YEARS SERVICE OF BASIL T. LOVANO

Moved by Chair John Campbell, Seconded by Daniel Schade,

**WHEREAS, BASIL T. LOVANO** joined the Board of Trustees of the North Hills Water District on January 14, 1970, as a new member appointed from Northfield Center Township Board of Trustees to the Board of Trustees of the North Hills Water District;

**WHEREAS, BASIL T. LOVANO** has served with distinction since that date and faithfully performed the duties of a Member of the Board of Trustees often serving as Chair and a mentor to all members and the Fiscal Officer;

**WHEREAS, BASIL T. LOVANO's** knowledge and advise has been invaluable to the North Hills Water District;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Trustees of the North Hills Water District and they congratulate, commemorate and thank **BASIL T. LOVANO** for his nearly fifty years of service on the North Hills Water District and his dedication to all the residents of both Northfield Center Township and Sagamore Hills Township in the many rolls he has served in, but especially as Member of the Board of Trustees of the North Hills Water District.



John Campbell



Carol A. Lewis



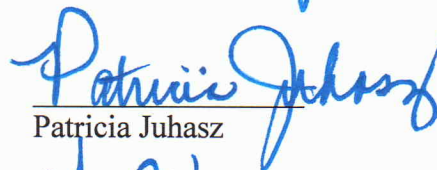
Daniel Schade



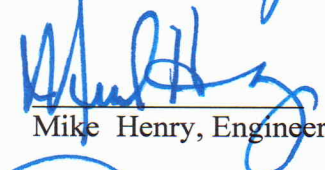
David Klimkewicz



Frank Kopas



Patricia Juhasz



Mike Henry, Engineer



Jeffrey J. Snell, Fiscal Officer

Adopted July 24, 2019

# NORTH HILLS WATER DISTRICT

## RESOLUTION 119-19 AUGUST 21, 2019

Monthly Payment Resolution August, 2019

Moved by LOVANO; Seconded by Klimkewicz,

**Be it Resolved** by the Board of Trustees of the North Hills Water District that the Fiscal Officer be and hereby authorized and directed to issue and deliver these checks in payment of the bills for goods, services and salaries as listed:

<u>Check No.</u>	<u>Payee</u>	<u>Account</u>	<u>Void/Prepaid</u>	<u>Amount</u>
4679	OH Public Works Comm.	Loan		\$ 10,189.71
4680	Basil Lovano	Trustee		\$ 68.86
4681	Carol A. Lewis	Trustee		\$ 68.86
4682	Daniel Schade	Trustee		\$ 68.86
4683	David Klimkewicz	Trustee		\$ 68.87
4684	Frank Kopas	Trustee		\$ 68.86
4685	Jeffrey Snell	Fiscal Officer		\$ 1,668.57
4686	John Campbell	Trustee		\$ 68.86
4687	Mike Henry	Engineer		\$ 778.09
4688	Patricia Juhasz	Trustee		\$ 68.86
4689	Chagrin Valley Engin.	Engineer		\$ 80.00
4690	Chagrin Valley Engin.	Engineer		\$ 6,761.18
4691	OPERS	Payroll (By Wire)		\$ 840.00
4692	OH Deferred Comp.	Payroll (By wire)		\$ 100.00

Adopted August 21, 2019

  
John Campbell, Chair

  
Jeffrey J. Snell, Fiscal Officer

# **NORTH HILLS WATER DISTRICT**

## **RESOLUTION 120-19**

### **A RESOLUTION TO AWARD THE CANYON VIEW WATER MAIN REPLACEMENT PROJECT CONSTRUCTION CONTRACT TO TERRACE CONSTRUCTION COMPANY FOR \$737,356.95 BEING THE LOWEST AND BEST BID**

Moved by SCHAPI, Seconded KOPAS,

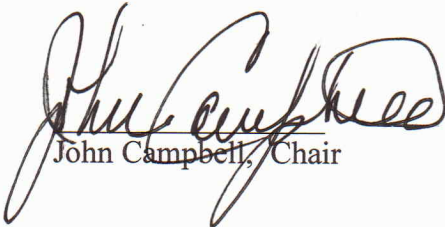
**WHEREAS**, The North Hills Water District has advertised for bids for the Canyon View Road Water Main Replacement Construction Contract after being awarded an Ohio Public Works Commission loan to construction such water main along with Sagamore Hills Township who will reconstruct the road;

**WHEREAS**, The North Hills Water District has properly advertised for bidders through Advanced Ohio with an affidavit of such notice that was published on both July 11 and July 18, 2019;

**WHEREAS**, the District received five (5) bids for said project at a price range ranging between \$737,256.95 to \$813,447.14;

**WHEREAS**, the District's Engineer Michael E. Henry of Chagrin Valley Engineering Ltd., has recommended that the project be awarded to Terrace Construction, Co., Inc. for the total price of \$737,256.95 because they were the lowest and best bid and the summary of those tabulations and recommendations are attached to this Resolution;

**NOW, THEREFORE, BE IT RESOLVED**, by the North Hills Water District Board of Trustees that the contract for the Canyon View Road Water Main Replacement Project be awarded to Terrace Construction Co., Inc. for the total sum of \$737,256.95 and that the Chair and Fiscal Officer be authorized to sign all necessary documents related to awarding of said contract.

  
John Campbell, Chair

  
Jeffrey J. Snell, Fiscal Officer





# Chagrin Solon Sun LEGAL AFFIDAVIT

AD#: 0009242751

State of Ohio,) ss

County of Cuyahoga)

Sally Weist being duly sworn, deposes that he/she is principal clerk of Advance Ohio; that Chagrin Solon Sun is a public newspaper published in the city of Cleveland, with general circulation in Cuyahoga county, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

Chagrin Solon Sun 07/11, 07/18/2019

*Sally Weist*  
Principal Clerk of the Publisher

Sworn to and subscribed before me this 19th day of July 2019

*Mona L Grendzinski*  
Notary Public



MONA L GRENDZINSKI  
NOTARY PUBLIC, OHIO  
MY COMMISSION EXPIRES  
JUNE 11, 2022

## LEGAL NOTICE

Sealed bids will be received by the Engineer of the North Hills Water District at 22999 Forbes Rd., Oakwood, OH 44146, until 12:00 noon, local time on the 26th day of July, 2019 for the following project in accordance with the Specifications prepared for the North Hills Water District:

### CANYON VIEW ROAD

#### WATER MAIN REPLACEMENT

Specifications and Bidding Documents can be obtained at the office of Michael Henry, North Hills Water District Engineer at Chagrin Valley Engineering, Ltd., 22999 Forbes Rd., Suite B, Oakwood, OH 44146. The cost for the Specifications and Bidding Documents is \$75.00 and is not refundable. Checks shall be payable to Chagrin Valley Engineering, Ltd. Each bid must be made upon the Proposal form provided and must be accompanied with a bid bond for the full amount of the bid in favor of the North Hills Water District given by a surety company authorized to do business in the State of Ohio, or a certified check or cashier's check in the amount of ten percent (10%) of the amount bid but in no event less than One Hundred Dollars (\$100.00). The amount of such bond or check to be paid to the District as stipulated for liquidated damages in the event that the successful bidder fails to enter into the contract under the terms of his/her bid within fourteen (14) days after being notified of the award of the contract to such bidder. The bond of an unsuccessful bidder shall forthwith be canceled and the check of such bidder returned, or, in the event the check has been deposited the amount shall be returned. When a Contract is entered into, a Surety Bond satisfactory to the District in an amount equal to 100% of the bid shall be furnished. No bidder may withdraw his/her proposal within 40 days after the opening thereof. Bids will be opened and read at the time and place stated above. Those who have submitted Proposals or their representatives are invited to attend. Each bidder is required to furnish with its proposal a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety. Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experience on projects of similar size and complexity. The owner intends and requires that this project be completed no later than March 31, 2020. All contractors and subcontractors involved with the project will to the extent practicable use Ohio products, materials,

services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 159 is required. Bidders must comply with the prevailing wage rates on Public Improvements in Summit County and the North Hills Water District as determined by the Ohio Department of Commerce, Bureau of Wage and Hour Administration, 614.614.2228. Sealed bids must be marked "CANYON VIEW ROAD WATER MAIN REPLACEMENT".

By motion (a) resolution of the Board  
Jeffrey A. Burt, Secretary/Treasurer  
North Hills Water District  
263 West Aurora Rd.,  
Beverly Hills, OH 44007  
068July11,18,2019-9242751

July 31, 2019

Board of the North Hills Water District  
North Hills Water District  
253 W. Aurora Rd.  
Northfield, Ohio 44067

**Re: Canyon View Water Main Replacement, Sagamore Hills, Ohio**

Dear Board:

Bids were received on July 26<sup>th</sup> for the Canyon View Water Main Replacement Project. Please find attached a summary sheet showing the five bids received for the project ranging from \$737,256.95 to \$813,447.14.

After reviewing the bid proposals, it is my recommendation, the project be awarded to Terrace Construction Company, Inc. for \$737,256.95 because they were the lowest and best bid.

Should you have any questions or need additional information kindly advise.

Sincerely,  
**Chagrin Valley Engineering, Ltd.**



Michael E. Henry, P.E.  
Village Engineer

Enclosures

C: John Campbell – Chair  
Jeffrey J. Snell – Fiscal Officer



**BID TABULATION****NORTH HILLS WATER DISTRICT****CANYON VIEW WATER MAIN REPLACEMENT****DATE: JULY 26, 2019****CVE JOB NO. 16128****Engineer's Estimate \$740,000.00**

				<b>TERRACE CONSTRUCTION COMPANY, INC.</b>		<b>TRI MOR CORPORATION</b>		<b>S.E.T., INC.</b>	
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY.</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1	TREE OR STUMP REMOVAL GREATER THAN 12" DIAMETER	EACH	2	\$1,289.65	\$2,579.30	\$1,000.00	\$2,000.00	\$400.00	\$800.00
2	8" WATER MAIN W/ POLYETHYLENE ENCASEMENT	LF	3,850	\$117.70	\$453,145.00	\$132.00	\$508,200.00	\$140.00	\$539,000.00
3	TEMPORARY BYPASS MAIN	LUMP	1	\$47,186.25	\$47,186.25	\$24,000.00	\$24,000.00	\$72,284.00	\$72,284.00
4	8" LINE VALVE AND BOX	EACH	9	\$1,243.95	\$11,195.55	\$1,980.00	\$17,820.00	\$1,310.00	\$11,790.00
5	CUT-IN-TEES	EACH	1	\$6,095.90	\$6,095.90	\$4,000.00	\$4,000.00	\$1,167.00	\$1,167.00
6	CUT-IN-TEES W/ VALVE	EACH	4	\$6,429.00	\$25,716.00	\$6,310.00	\$25,240.00	\$2,400.00	\$9,600.00
7	WATERMAIN LOWERING #1	EACH	1	\$1,663.50	\$1,663.50	\$7,800.00	\$7,800.00	\$3,375.00	\$3,375.00
8	WATER MAIN LOWERING #2	EACH	1	\$1,663.50	\$1,663.50	\$8,500.00	\$8,500.00	\$3,375.00	\$3,375.00
9	FIRE HYDRANT ASSEMBLIES	EACH	12	\$6,128.50	\$73,542.00	\$5,500.00	\$66,000.00	\$5,020.00	\$60,240.00
10	1" SERVICE CONNECTIONS RETAP (SHORT)	EACH	7	\$1,154.65	\$8,082.55	\$1,850.00	\$12,950.00	\$926.00	\$6,482.00
11	2" SERVICE CONNECTIONS TAPPING SADDLE AND VALVE (SHORT)	EACH	4	\$4,054.40	\$16,217.60	\$3,500.00	\$14,000.00	\$1,825.00	\$7,300.00
12	2" SERVICE CONNECTIONS TAPPING SADDLE AND VALVE (LONG)	EACH	8	\$6,707.95	\$53,663.60	\$4,000.00	\$32,000.00	\$1,850.00	\$14,800.00
13	WATER MAIN CONNECTION AT STATION 48+40	LUMP	1	\$9,506.20	\$9,506.20	\$4,500.00	\$4,500.00	\$1,533.00	\$1,533.00
14	ASPHALT DRIVE APRON REPAIR	SF	500	\$8.00	\$4,000.00	\$10.00	\$5,000.00	\$9.00	\$4,500.00
15	6" CONCRETE DRIVE APRON REPAIR	SF	500	\$10.00	\$5,000.00	\$11.00	\$5,500.00	\$16.00	\$8,000.00
16	MISCELLANEOUS METAL	LBS	1000	\$1.00	\$1,000.00	\$2.00	\$2,000.00	\$4.00	\$4,000.00
17	CLEVELAND WATER DEPT. FEE ALLOWANCE	LUMP	1	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00
<b>TOTAL PROJECT COST</b>				<b>TOTAL</b>	<b>\$737,256.95</b>	<b>TOTAL</b>	<b>\$756,510.00</b>	<b>TOTAL</b>	<b>\$765,246.00</b>
				DAYS TO COMPLETE: 90 DAYS		DAYS TO COMPLETE: 75 DAYS		DAYS TO COMPLETE: 60	
				EARLIEST START DATE: 9/30/2019		EARLIEST START DATE: AUG. 12, 2019		EARLIEST START DATE: 9/9/2019	



ITEM	DESCRIPTION	UNIT	QTY.	FABRIZI TRUCKING & PAVING CO., INC.		RUDZIK EXCAVATING, INC.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	TREE OR STUMP REMOVAL GREATER THAN 12" DIAMETER	EACH	2	\$1,600.00	\$3,200.00	\$371.25	\$742.50
2	8" WATER MAIN W/ POLYETHYLENE ENCASEMENT	LF	3,850	\$113.00	\$435,050.00	\$131.75	\$507,237.50
3	TEMPORARY BYPASS MAIN	LUMP	1	\$149,850.00	\$149,850.00	\$111,005.50	\$111,005.50
4	8" LINE VALVE AND BOX	EACH	9	\$1,100.00	\$9,900.00	\$1,537.40	\$13,836.60
5	CUT-IN-TEES	EACH	1	\$1,580.00	\$1,580.00	\$3,385.16	\$3,385.16
6	CUT-IN-TEES W/ VALVE	EACH	4	\$2,375.00	\$9,500.00	\$5,193.68	\$20,774.72
7	WATERMAIN LOWERING #1	EACH	1	\$4,400.00	\$4,400.00	\$4,343.80	\$4,343.80
8	WATER MAIN LOWERING #2	EACH	1	\$4,400.00	\$4,400.00	\$4,322.80	\$4,322.80
9	FIRE HYDRANT ASSEMBLIES	EACH	12	\$4,710.00	\$56,520.00	\$5,308.22	\$63,698.64
10	1" SERVICE CONNECTIONS RETAP (SHORT)	EACH	7	\$1,835.00	\$12,845.00	\$1,143.97	\$8,007.79
11	2" SERVICE CONNECTIONS TAPPING SADDLE AND VALVE (SHORT)	EACH	4	\$2,835.00	\$11,340.00	\$2,035.15	\$8,140.60
12	2" SERVICE CONNECTIONS TAPPING SADDLE AND VALVE (LONG)	EACH	8	\$7,240.00	\$57,920.00	\$3,451.20	\$27,609.60
13	WATER MAIN CONNECTION AT STATION 48+40	LUMP	1	\$2,875.00	\$2,875.00	\$5,091.93	\$5,091.93
14	ASPHALT DRIVE APRON REPAIR	SF	500	\$17.00	\$8,500.00	\$13.90	\$6,950.00
15	6" CONCRETE DRIVE APRON REPAIR	SF	500	\$10.00	\$5,000.00	\$18.86	\$9,430.00
16	MISCELLANEOUS METAL	LBS	1000	\$1.40	\$1,400.00	\$1.87	\$1,870.00
17	CLEVELAND WATER DEPT. FEE ALLOWANCE	LUMP	1	\$17,000.00	\$17,000.00	\$17,000.00	\$17,000.00
<b>TOTAL PROJECT COST</b>				<b>TOTAL</b>	<b>\$791,280.00</b>	<b>TOTAL</b>	<b>\$813,447.14</b>
				DAYS TO COMPLETE: 80		DAYS TO COMPLETE: 150 DAYS	
				EARLIEST START DATE: 8/26/2019		EARLIEST START DATE: SEPT. 2, 2019	

# NORTH HILLS WATER DISTRICT

## RESOLUTION 121-19 A RESOLUTION TO AWARD THE NATALIE BOULEVARD FIRE MAIN INSTALLATION

Moved by SCHAVE, Seconded LOJANO,

**WHEREAS**, The North Hills Water District has advertised for bids for the Natalie Boulevard Fire Main Installation after being authorized by Northfield Center Township and Sagamore Hills township who will be sharing the costs of the project;

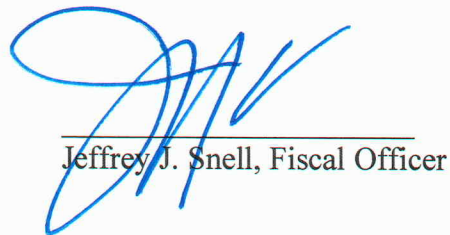
**WHEREAS**, The North Hills Water District has properly advertised for bidders through Advanced Ohio with an affidavit of such notice that was published on both July 11 and July 18, 2019;

**WHEREAS**, the District received seven (7) bids for said project at a price range ranging between \$289,788.00 to \$424,224.97;

**WHEREAS**, the District's Engineer Michael E. Henry of Chagrin Valley Engineering Ltd., has recommended that the project be awarded to Gradeline, Inc. for the total price of \$289,788.00 because they were the lowest and best bid and the summary of those tabulations and recommendations are attached to this Resolution;

**NOW, THEREFORE, BE IT RESOLVED**, by the North Hills Water District Board of Trustees that the contract for the Natalie Boulevard Fire Main Installation be awarded to Gradeline, Inc. for the total sum of \$289,788.00 and that the Chair and Fiscal Officer be authorized to sign all necessary documents related to awarding of said contract.

  
John Campbell, Chair

  
Jeffrey J. Snell, Fiscal Officer





**Chagrin Solon Sun**  
**LEGAL AFFIDAVIT**

AD#: 0009242732

State of Ohio,) ss


County of Cuyahoga)

Sally Weist being duly sworn, deposes that he/she is principal clerk of Advance Ohio; that Chagrin Solon Sun is a public newspaper published in the city of Cleveland, with general circulation in Cuyahoga county, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

Chagrin Solon Sun 07/11, 07/18/2019

  
Principal Clerk of the Publisher

Sworn to and subscribed before me this 19th day of July 2019

  
Notary Public



MONA L. GRENDZINSKI  
NOTARY PUBLIC, OHIO  
MY COMMISSION EXPIRES  
JUNE 11, 2022

**LEGAL NOTICE**

Sealed bids will be received by the Engineer of the North Hills Water District at 22999 Forbes Rd., Oakwood, OH 44146, until 12:00 noon, local time on the 26th day of July, 2019 for the following project in accordance with the Specifications prepared for the North Hills Water District.

**NATALIE BOULEVARD  
FIRE MAIN INSTALLATION**

Specifications and Bidding Documents can be obtained at the office of Michael Henry, North Hills Water District Engineer at Chagrin Valley Engineering, Ltd., 22999 Forbes Rd., Suite B, Oakwood, OH 44146. The cost for the Specifications and Bidding Documents is \$75.00 and is not refundable. Checks shall be payable to Chagrin Valley Engineering, Ltd. Each bid must be made upon the Proposal form provided and must be accompanied with a bid bond for the full amount of the bid in favor of the North Hills Water District given by a surety company authorized to do business in the State of Ohio, or a certified check or cashier's check in the amount of ten percent (10%) of the amount bid but in no event less than One Hundred Dollars (\$100.00). The amount of such bond or check to be paid to the District as stipulated for liquidated damages in the event that the successful bidder fails to enter into the contract under the terms of his/her bid within fourteen (14) days after being notified of the award of the contract to such bidder. The bond of an unsuccessful bidder shall forthwith be canceled and the check of such bidder returned, or, in the event the check has been deposited the amount shall be returned. When a Contract is entered into, a Surety Bond satisfactory to the District in an amount equal to 100% of the total bid shall be furnished. No bidder may withdraw his/her proposal within 10 days after the opening thereof. Bids will be opened and read at the time and place stated above. Those who have submitted Proposals or their representatives are invited to attend. Bidders must comply with the prevailing wage rates on Public Improvements in Summit County, OH, as determined by the Ohio Department of Industrial Relations. The right is reserved to accept any bidder, to reject any or all bids, and to waive informalities should it be deemed to be in the best interest of the North Hills Water District to do so. Sealed bids must be marked: "NATALIE BOULEVARD FIRE MAIN INSTALLATION"

By motion (or) resolution of the Board  
Jeffrey J. Brial, Secretary/Fiscal Officer  
North Hills Water District  
253 West Aurora Rd.  
Sagamore Hills, OH 44067  
csjuly11,18,2019-9242732



August 5, 2019

Board of the North Hills Water District  
North Hills Water District  
253 W. Aurora Rd.  
Northfield, Ohio 44067

**Re: Natalie Boulevard Fire Main Installation, Northfield Center & Sagamore Hills, Ohio**

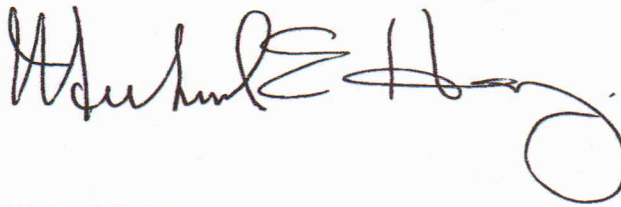
Dear Board:

Bids were received on August 2<sup>nd</sup> for the Natalie Boulevard Fire Main Installation Project. Please find attached a summary sheet showing the seven bids received for the project ranging from \$289,788.00 to \$424,224.97.

After reviewing the bid proposals, it is my recommendation, the project be awarded to Gradeline, Inc. for \$289,788.00 because they were the lowest and best bid.

Should you have any questions or need additional information kindly advise.

Sincerely,  
**Chagrin Valley Engineering, Ltd.**



Michael E. Henry, P.E.  
NHWD Engineer

Enclosures

C: John Campbell – Chair  
Jeffrey J. Snell – Fiscal Officer

**BID TABULATION****NORTH HILLS WATER DISTRICT****NATALIE BOULEVARD FIRE MAIN INSTALLATION****DATE: AUGUST 2, 2019****CVE JOB NO. 19119****ENGINEER'S ESTIMATE \$325,000.00**

				<b>GRADELINE, INC.</b>		<b>DAVIS DIGGERS, INC.</b>		<b>TERRACE CONSTRUCTION COMPANY, INC.</b>		<b>TRI MOR CORPORATION</b>	
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY.</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1	CLEARING AND GRUBBING	LUMP	1	\$2,500.00	\$2,500.00	\$2,997.50	\$2,997.50	\$7,827.75	\$7,827.75	\$10,000.00	\$10,000.00
2	8" FIRE MAIN W/ POLYETHYLENE ENCASEMENT	LF	1,850	\$118.50	\$219,225.00	\$143.00	\$264,550.00	\$142.50	\$263,625.00	\$156.00	\$288,600.00
3	8" LINE VALVE AND BOX	EACH	5	\$1,500.00	\$7,500.00	\$1,350.00	\$6,750.00	\$1,227.75	\$6,138.75	\$1,000.00	\$5,000.00
4	6" FIRE HYDRANT ASSEMBLIES	EACH	7	\$4,844.00	\$33,908.00	\$5,500.00	\$38,500.00	\$5,392.60	\$37,748.20	\$6,400.00	\$44,800.00
5	ASPHALT DRIVE APRON REPAIR	SF	785	\$7.00	\$5,495.00	\$10.00	\$7,850.00	\$9.20	\$7,222.00	\$8.00	\$6,280.00
6	6" CONCRETE DRIVE APRON REPAIR	SF	1,270	\$8.00	\$10,160.00	\$10.00	\$12,700.00	\$12.20	\$15,494.00	\$8.00	\$10,160.00
7	CLEVELAND WATER DEPARTMENT FEE ALLOWANCE	LUMP	1	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
8	PROJECT CONTINGENCY	LUMP	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
<b>TOTAL PROJECT COST</b>				<b>TOTAL</b>	<b>\$289,788.00</b>	<b>TOTAL</b>	<b>\$344,347.50</b>	<b>TOTAL</b>	<b>\$349,055.70</b>	<b>TOTAL</b>	<b>\$375,840.00</b>
				DAYS TO COMPLETE: 45 DAYS		DAYS TO COMPLETE: 40		DAYS TO COMPLETE: 30 DAYS		DAYS TO COMPLETE: 60 DAYS	
				EARLIEST START DATE: 15 DAYS AFT NTP		EARLIEST START DATE: 11/1/2019		EARLIEST START DATE: NOV. 1, 2019		EARLIEST START DATE: SEPT. 2, 2019	

				<b>S.E.T., INC.</b>		<b>FABRIZI TRUCKING &amp; PAVING CO., INC.</b>		<b>RUDZIK EXCAVATING, INC.</b>	
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY.</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>	<b>UNIT PRICE</b>	<b>TOTAL PRICE</b>
1	CLEARING AND GRUBBING	LUMP	1	\$4,000.00	\$4,000.00	\$5,000.00	\$5,000.00	\$16,300.00	\$16,300.00
2	8" FIRE MAIN W/ POLYETHYLENE ENCASEMENT	LF	1,850	\$176.00	\$325,600.00	\$158.00	\$292,300.00	\$175.15	\$324,027.50
3	8" LINE VALVE AND BOX	EACH	5	\$1,310.00	\$6,550.00	\$1,100.00	\$5,500.00	\$1,500.00	\$7,500.00
4	6" FIRE HYDRANT ASSEMBLIES	EACH	7	\$4,972.00	\$34,804.00	\$10,880.00	\$76,160.00	\$6,030.71	\$42,214.97
5	ASPHALT DRIVE APRON REPAIR	SF	785	\$7.00	\$5,495.00	\$7.00	\$5,495.00	\$8.50	\$6,672.50
6	6" CONCRETE DRIVE APRON REPAIR	SF	1,270	\$11.00	\$13,970.00	\$7.00	\$8,890.00	\$13.00	\$16,510.00
7	CLEVELAND WATER DEPARTMENT FEE ALLOWANCE	LUMP	1	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
8	PROJECT CONTINGENCY	LUMP	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
<b>TOTAL PROJECT COST</b>				<b>TOTAL</b>	<b>\$401,419.00</b>	<b>TOTAL</b>	<b>\$404,345.00</b>	<b>TOTAL</b>	<b>\$424,224.97</b>
				DAYS TO COMPLETE: 30 DAYS		DAYS TO COMPLETE: 60 DAYS		DAYS TO COMPLETE: 90 DAYS	
				EARLIEST START DATE: 9/9/2019		EARLIEST START DATE: SEPT. 1, 2019		EARLIEST START DATE: SEPT. 2, 2019	



# NORTH HILLS WATER DISTRICT

## RESOLUTION ~~118~~-19 SEPTEMBER 25, 2019

Monthly Payment Resolution September, 2019

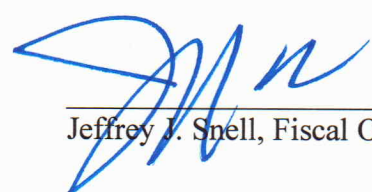
Moved by Lewis; Seconded by Schade.

**Be it Resolved** by the Board of Trustees of the North Hills Water District that the Fiscal Officer be and hereby authorized and directed to issue and deliver these checks in payment of the bills for goods, services and salaries as listed:

<u>Check No.</u>	<u>Payee</u>	<u>Account</u>	<u>Void/Prepaid</u>	<u>Amount</u>
4693	Basil Lovano	Trustee		\$ 68.86
4694	Carol A. Lewis	Trustee		\$ 68.86
4695	Daniel Schade	Trustee		\$ 68.86
4696	David Klimkewicz	Trustee		\$ 68.86 <i>69/52</i>
4697	Frank Kopas	Trustee		\$ 68.86
4698	Jeffrey Snell	Fiscal Officer		\$ 1,668.57
4699	John Campbell	Trustee		\$ 68.86
4700	Mike Henry	Engineer		\$ 770.06
4701	Patricia Juhasz	Trustee		\$ 68.86
4702	OPERS	Payroll (By Wire)		\$ 840.00
4703	OH Deferred Comp.	Payroll (By wire)		\$ 100.00
4704	City of Macedonia	Maintenance		\$ 6,144.81
4705	Charles E. Harris & Assoc.	Other Expense Audit		\$ 1,100.00
4706	OBWC	Worker Compensation (wire)		\$ 305.94

Adopted September 25, 2019

  
John Campbell, Chair

  
Jeffrey J. Snell, Fiscal Officer



# NORTH HILLS WATER DISTRICT

## RESOLUTION 123-19 OCTOBER 23, 2019

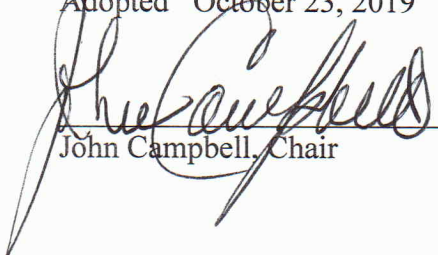
Monthly Payment Resolution October, 2019

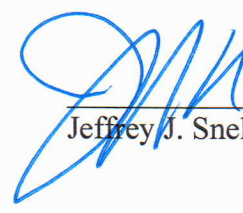
Moved by SCHADE, Seconded by LEWIS,

**Be it Resolved** by the Board of Trustees of the North Hills Water District that the Fiscal Officer be and hereby authorized and directed to issue and deliver these checks in payment of the bills for goods, services and salaries as listed:

<u>Check No.</u>	<u>Payee</u>	<u>Account</u>	<u>Void/Prepaid</u>	<u>Amount</u>
4707	Basil Lovano	Trustee		\$ 68.87
4708	Carol A. Lewis	Trustee		\$ 68.87
4709	Daniel Schade	Trustee		\$ 68.87
4710	Frank Kopas	Trustee		\$ 68.87
4711	Jeffrey Snell	Fiscal Officer		\$ 1,668.58
4712	John Campbell	Trustee		\$ 68.87
4713	Mike Henry	Engineer		\$ 778.09
4714	Patricia Juhasz	Trustee		\$ 68.87
4715	OPERS	Payroll (by wire)		\$ 840.00
4716	OH Deferred Comp.	Payroll (by wire)		\$ 100.00
4717	Charles E. Harris & Assoc.	Other Expense Audit	(by wire)	\$ 5,985.00
4718	US Treasury	Payroll (by wire)		\$ 3,176.41
4719	Ohio Treasurer	Payroll (by wire)		\$ 344.18
4720	Ohio Auditor	Other Expense Audit	(by wire)	\$ 61.50
4721	OPERS	Payroll (by wire)		\$ 1,200.00
4722	VOID			
4723	Chagrin Valley Engineering	Engineering Mottl		\$ 248.00
4724	City of Macedonia	Hydrant Flushing		\$ 1,072.27

Adopted October 23, 2019

  
John Campbell, Chair

  
Jeffrey J. Snell, Fiscal Officer

# NORTH HILLS WATER DISTRICT

## RESOLUTION 124-19

October 23, 2019

**A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS  
DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING  
THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE  
SUMMIT COUNTY FISCAL OFFICER**

Moved by Lovano, Seconded by Lewis,

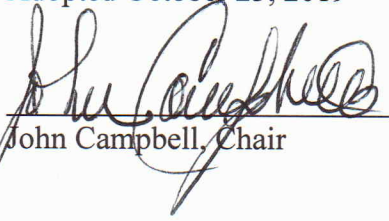
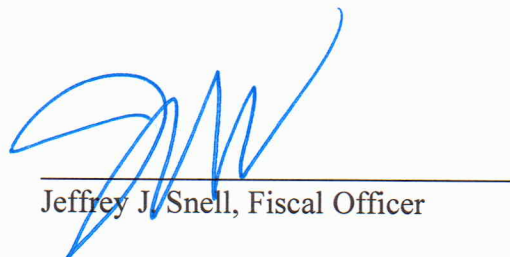
**WHEREAS**, the Board of Trustees of the North Hills Water District has adopted the tax budget for the next succeeding this tax year commencing January 1, 2020, and:

**WHEREAS**, the Budget Commission of Summit County Ohio has certified its action thereupon to this Board together with an estimate by the County Fiscal Officer of the rate of each tax necessary to be levied by this Board, and what parts thereof is without, and what parts is within, the ten mill limitation;

**THEREFORE, BE IT RESOLVED**, that the amounts and rates as determined by the Budget Commission in its certification, be and the same are hereby accepted (see attached);

**AND BE IT FURTHER RESOLVED**, that there be and is hereby levied on the tax duplicate of the District the rate of each tax necessary to be levied, within and without the ten mill limitations, as further provided in the attached chart as provided by the Summit County Budget Commission.

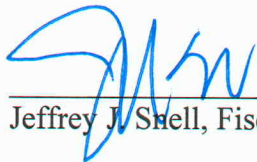
Adopted October 23, 2019

  
John Campbell, Chair  
Jeffrey J. Snell, Fiscal Officer

Certificate of copy

State of Ohio                                 )  
Summit County                             ) S.S.

I, Jeffrey J. Snell, Fiscal Officer of Board of Trustees of the North Hills Water District, whose custody the files and records of said District are required by state law to be, do hereby certify that the foregoing is taken and copied from the original which is now on file of Resolution 115-18 and that the foregoing has been compared by me with said original document, and that the same is true in accurate copy thereof.

 10.23.19  
\_\_\_\_\_  
Jeffrey J. Snell, Fiscal Officer





19 AUG 16 AM 7:33

# JOURNAL ENTRY

KRISTEN M. SCALISE  
CPA, CFE  
FISCAL OFFICER

Date: **AUG - 9 2019**

The Honorable Kristen M. Scalise  
Summit County Fiscal Officer  
175 S. Main St. Ste 400  
Akron, OH 44308

Entry Number: 19-08-0206

## Re: Approval of Extension for the Summit County Budget Commission to Complete its Work

The Tax Commissioner, upon consideration of the application filed by the County Auditor, as secretary of the county budget commission, on August 7, 2019, for an extension of time beyond the statutory date of September first to complete its work, as provided by Revised Code section 5705.27, finds that the extension of time is necessary and approves October 4, 2019, as the date within which such work shall be completed, pursuant to Ohio Revised Code section 5705.341 (last para.).

The Tax Commissioner also extends the October first deadline contained in Ohio Revised Code section 5705.34 for the political subdivision to authorize the necessary tax levies to the auditor by the same number of days that the extension to certify rates is granted by this entry. Accordingly, the political subdivision must authorize the necessary tax levies to the auditor by November 4, 2019. The County Auditor must notify each political subdivision affected by this entry.

It is ordered that a copy of this entry be certified to the County Auditor, as secretary of the County Budget Commission.

I CERTIFY THAT THIS IS A TRUE AND ACCURATE COPY OF THE  
ENTRY RECORDED IN THE TAX COMMISSIONER'S JOURNAL.

/s/ Jeffrey A. McClain

*Jeffrey A. McClain*  
JEFFREY A. MCCLAIN  
TAX COMMISSIONER

Jeffrey A. McClain  
Tax Commissioner

## NORTH HILLS WATER DISTRICT

### RESOLUTION 125-19 NOVEMEBR 20, 2019

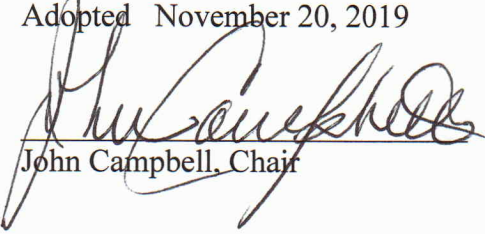
Monthly Payment Resolution November, 2019

Moved by Lovano; Seconded by Schade.

**Be it Resolved** by the Board of Trustees of the North Hills Water District that the Fiscal Officer be and hereby authorized and directed to issue and deliver these checks in payment of the bills for goods, services and salaries as listed:

<u>Check No.</u>	<u>Payee</u>	<u>Account</u>	<u>Void/Prepaid</u>	<u>Amount</u>
4725	Basil Lovano	Trustee		\$ 68.86
4726	Carol A. Lewis	Trustee		\$ 68.86
4727	Daniel Schade	Trustee		\$ 68.86
4728	David Klimkewicz	Trustee		\$ 68.86
4529	Frank Kopas	Trustee		\$ 68.86
4730	Jeffrey Snell	Fiscal Officer		\$ 1,663.50
4731	John Campbell	Trustee		\$ 68.86
4732	Mike Henry	Engineer		\$ 770.06
4733	Patricia Juhasz	Trustee		\$ 68.87
4734	OPERS	Payroll (by wire)		\$ 840.00
4735	OH Deferred Comp.	Payroll (by wire)		\$ 100.00
4736	Chagrin Valley Engineering	Engineering <del>Mott</del>		\$ 238.00
4737	OBWC	Workers Comp.		\$ 48.94
4738	OPWC Carlin Rehwinkle	Principal Payment		\$ 10,189.71

Adopted November 20, 2019

  
John Campbell, Chair

  
Jeffrey J. Snell, Fiscal Officer

# NORTH HILLS WATER DISTRICT

## RESOLUTION 126-19 DECEMBER 18, 2019

Monthly Payment Resolution December, 2019

Moved by SCHADE; Seconded by KOPAS,

**Be it Resolved** by the Board of Trustees of the North Hills Water District that the Fiscal Officer be and hereby authorized and directed to issue and deliver these checks in payment of the bills for goods, services and salaries as listed:

<u>Check No.</u>	<u>Payee</u>	<u>Account</u>	<u>Void/Prepaid</u>	<u>Amount</u>
4739	Basil Lovano	Trustee		\$ 68.86
4740	Carol A. Lewis	Trustee		\$ 68.86
4741	Daniel L. Schade	Trustee		\$ 68.86
4742	David Klimkewicz	Trustee		\$ 68.86
4543	Frank Kopas	Trustee		\$ 68.86
4744	Jeffrey Snell	Fiscal Officer		\$ 1,668.57
4745	John Campbell	Trustee		\$ 68.86
4746	Mike Henry	Engineer		\$ 770.06
4747	Patricia Juhasz	Trustee		\$ 68.87
4448	Basil Lovano	Trustee		\$ 68.86
4749	Carol A. Lewis	Trustee		\$ 68.86
4750	Daniel L. Schade	Trustee		\$ 68.86
4751	David Klimkewicz	Trustee		\$ 68.86
4552	Frank Kopas	Trustee		\$ 68.86
4753	John Campbell	Trustee		\$ 68.86
4754	Patricia Juhasz	Trustee		\$ 68.87
4755	OPERS	Payroll (by wire)		\$ 840.00
4756	OH Deferred Comp.	Payroll (by wire)		\$ 100.00
4757	OBWC	Workers Comp.		\$ 172.94
4758	U.S. Treasury	Payroll Taxes		\$ 2,111.33
4759	Treasurer, Ohio	Payroll Taxes		\$ 203.13

Adopted December 18, 2019

  
John Campbell, Chair

  
Jeffrey J. Snell, Fiscal Officer



December 16, 2019

Jeffrey J. Snell, Esq.  
North Hills Water District Fiscal Officer/Secretary  
253 West Aurora Road  
Northfield, Ohio 44067

Re: 2020 Engineering Service Contract

Dear Mr. Snell,

Please find attached the proposed contract for 2020 and an explanation of the proposed modifications relative to the current 2020 Contract.

We have experience annual increases in the areas of employee health care, wages, and other operating costs such as insurance, equipment, software, etc. We would respectfully request an hourly rate increase for the proposed contract for 2020. Below is a summary of the existing rates and proposed rates for 2020:

#### CHAGRIN VALLEY ENGINEERING PROPOSED 2020 HOURLY RATES

Employee Classification	Existing Rates	Proposed Rates	Percentage Increase
District Engineer	\$90.00	\$91.00	1.1%
Wetland Scientist	\$90.00	\$90.00	0 %
Staff Engineer	\$81.00	\$84.00	3.7%
Designer	\$69.00	\$71.00	2.9%
Clerical	\$35.00	\$36.00	2.8%
Field Crew (1 man)	\$82.00	\$83.00	1.2%
Field Crew (2 man)	\$112.00	\$114.00	1.8%
Field Crew (3 man)	\$130.00	\$132.00	1.5%
Professional Surveyor	\$90.00	\$91.00	1.1%
Contract Administrator	\$68.00	\$69.00	1.5%
Inspector	\$46.00	\$47.00	2.2%
GIS	\$71.00	\$73.00	2.8%

The rate increase above represents an average of 1.9% increase from the existing hourly rates to the proposed hourly rates.



I hope that you have been satisfied with our performance over the past years. I would like to express my sincere gratitude for giving CVE and myself the opportunity to serve the North Hills Water District.

If you have any questions on our proposal please feel free to contact me at your convenience.

Respectfully,  
Chagrin Valley Engineering, Ltd.

A handwritten signature in black ink, appearing to read "Michael E. Henry". The signature is fluid and cursive, with a large, prominent loop at the end.

Michael E. Henry, P.E.  
Partner

## CONTRACT AND AGREEMENT

This AGREEMENT made the 19<sup>th</sup> day of December, in the year 2019, by and between THE NORTH HILLS WATER DISTRICT, an Independent Political Subdivision of the State of Ohio, hereinafter called the "DISTRICT" by and through its undersigned President of the Board of Trustees pursuant to the authority of Resolution No. 2017-19 passed 12/18, 2019 and MICHAEL E. HENRY, P.E., and Chagrin Valley Engineering Ltd. by and through its President Donald F. Sheehy, 22999 Forbes Road, Suit B, Cleveland, Ohio, 44146, hereinafter called the "ENGINEER".

### WITNESSETH: That

WHEREAS, the DISTRICT is desirous of employing a qualified Civil Engineer or Engineers registered in the State of Ohio to perform engineering and surveying services for and on behalf of the DISTRICT as hereinafter set forth; and

WHEREAS, said ENGINEER, an Ohio Professional Corporation whose owners are duly licensed to practice engineering and surveying in the State of Ohio, wishes to accept such work for the compensations as hereinafter described; and

WHEREAS, the NHWD has appointed Michael E. Henry, P.E., of Chagrin Valley Engineering Ltd. shall serve as District Engineer and desires to begin such appointment from the period of January 1, 2020 to December 31, 2020; and

WHEREAS, the NHWD desires to confirm the appointment of Michael E. Henry, P.E., and Chagrin Valley Engineering Ltd. as the District Engineer and to establish the rates of compensation for both him and any associates who assist in the performance of such duties.

NOW, THEREFORE, the DISTRICT and ENGINEER for the considerations hereinafter named, agree as follows:

1. The ENGINEER shall receive an annual sum of Twelve Thousand Dollars (\$12,000.00) made payable to Michael E. Henry in monthly installments and subject to all normal payroll tax and Public Employee Retirement System deductions, unless increased by the Board of Trustees of the DISTRICT, for which he shall perform the following services:

- (a) Give advice to the Trustees, the Secretary of the Board of Trustees and the general public as to engineering matters pertaining to the improvement or operation of the DISTRICT.
- (b) Attend regularly scheduled meetings of the Board of Trustees of the DISTRICT.
- (c) Store and catalog the plans for all water main improvements to be constructed in the DISTRICT either by the DISTRICT or private developers.



- (d) Review concept proposals of proposed developments in the District when forwarded by the Summit County Planning Commission.
  - (e) Maintain an on-going dialogue with representatives of the Cleveland Water Department for purposes of assuring their continued best service to the DISTRICT.
  - (f) Process ODOT Road Opening Permit applications on behalf of private individuals only when so required.
2. Upon request of the Board of Trustees of the DISTRICT, the ENGINEER shall furnish the following services to the DISTRICT according to the provisions in Section 3:
- (a) Prepare all necessary plans, profiles, specifications and opinions of probable cost of every kind for all water improvements undertaken by the DISTRICT.
  - (b) Review all preliminary and detailed construction plans, for proposed developments in the DISTRICT for compliance with DISTRICT standards and requirements. He shall advise the DISTRICT when such plans are acceptable for approval by the Board of Trustees.
  - (c) Serve as the authorized representative of the DISTRICT and shall observe the execution of all public and private water work undertaken by the DISTRICT or others pursuant to plans and specifications approved by the Trustees of the DISTRICT.
  - (d) Furnish and coordinate the activities of all Inspectors of water work in the DISTRICT, notwithstanding that the City of Cleveland may provide its own Inspectors in addition to those of the ENGINEER.
  - (e) Upon request, make and deliver to the DISTRICT monthly reports of the progress of improvements under his charge and provide such other engineering services as may be requested by the Trustees of the DISTRICT.
3. The contractual service to be provided to the NHWD by Michael E. Henry and Chagrin Valley Engineering Ltd. and compensation for same shall be as follows:
- (a.) For services in connection with the construction of public improvements, Chagrin Valley Engineering Ltd. shall receive compensation as percentage of the actual cost of construction of all improvements made by the NHWD and under its control. The percentage paid shall be as follows:

Cost of Construction

Fees

\$0 - \$150,000

Hourly

\$150,001 - \$500,000

\$15,000.00 plus 6.75% of amount  
over \$150,000.00

\$500,001 - \$1,000,000

\$38,625.00 plus 5.75% of amount  
over \$500,000.00

\$1,000,001 - \$5,000,000

\$67,375.00 plus 5.5% of amount  
over \$1,000,000.00

4. The fees provided above in Section 3, Part (a), shall cover engineering services including complete detailed plans, specifications, bidding documents, bidding support, contract recommendations, OEPA and Cleveland Water Department approvals and utility correspondence.

- (a) The Chagrin Valley Engineer Ltd. shall perform supplemental services at the hourly rate, per the "Hourly Rate Schedule" below, as requested by the NHWD, including but not limited to:
1. All survey information, including baseline, bench-mark control, property lines, right of way staking or boundary survey required to complete the improvement plans.
  2. GIS mapping and technical services, wetland delineation, subsurface exploration, etc.
  3. Contract administration during the construction phase, including pre-construction meetings, construction inspection, construction staking, as-built survey, notification and correspondence with residents.
  4. All permitting or utility fees required for the construction of the proposed improvement will be billed to NHWD at cost.

## HOURLY RATE SCHEDULE

District Engineer	\$91.00 per hour
Wetland Scientist	\$90.00 per hour
Staff Engineer	\$84.00 per hour
Designer	\$71.00 per hour
Clerical	\$36.00 per hour
One-Person Survey Crew	\$83.00 per hour
Two-Person Survey Crew	\$114.00 per hour
Three-Person Survey Crew	\$132.00 per hour
Professional Surveyor	\$91.00 per hour
Contact Administrator	\$69.00 per hour
Inspector	\$47.00 per hour
GIS Technician	\$73.00 per hour
Prints, Materials. Supplies and Services by others at Cost.	

- (b) The ENGINEER shall invoice the DISTRICT monthly for all categories of services rendered under this AGREEMENT and for reimbursable expenses incurred, and the DISTRICT shall make prompt payments in response to the ENGINEER's monthly statements.
- (c) In the event the DISTRICT shall incur expenses on behalf of the ENGINEER hereunder in connection with a claim or matter as to which the ENGINEER shall be adjudged to be liable for negligence or intentional misconduct or violation of civil rights as provided above, the ENGINEER shall reimburse the DISTRICT for such expenses reasonably incurred by it.
- (d) With respect to any claim or matter as to which the DISTRICT shall undertake to indemnify the ENGINEER, no amount shall be paid in settlement thereof unless the Board of Trustees of the DISTRICT has approved such payment.
- (e) The ENGINEER shall at all times maintain in force and effect Architects/Engineers professional liability insurance with a limit of liability of not less than \$2,000,000 (aggregate) and in form generally the same as its current coverage provided by The Everest National Insurance Company Policy No. 48AE003454-041.
- (f) In the event the DISTRICT indemnifies the ENGINEER hereunder in connection with a claim or matter as to which the ENGINEER's insurance carrier has denied coverage under the ENGINEER's insurance policy, the ENGINEER shall, upon request of the DISTRICT, assign to the DISTRICT all of its rights against the insurance carrier arising by reason



of such denial.

- (g) As used in this Section, the term ENGINEER shall include any employees of the ENGINEER in connection with the performance of services hereunder.

5. That the District Engineer shall not, without consent of the NHWD Council, accept any employment from any person, firm or corporation engaged in the business of establishing allotments or erecting buildings within the NHWD.

6. This agreement shall be in force and effect from January 1, 2020, until December 31, 2020 unless terminated sooner by either party giving thirty (30) days notice in writing, to the other party of its intention to cancel. However, all work in process shall be completed by the ENGINEER and the services therefore paid by the DISTRICT in accordance with the terms hereof.

7. All written notices required or permitted pursuant to the terms of this Contract and Agreement shall be effective as of the date postmarked and shall be sent by ordinary mail, postage prepaid, to the following addresses or as changed thereafter in writing.

THE DISTRICT:  
Jeffrey J. Snell, Esq.  
Secretary/ Fiscal Officer  
North Hills Water District  
253 West Aurora Road  
Northfield, Ohio 44067

THE ENGINEER:  
Chagrin Valley Engineering Ltd.  
22999 Forbes Road, Suite B  
Cleveland, Ohio 44146

8. This Contract and Agreement constitutes the entire agreement between the parties.

Upon execution, it shall be binding upon and inure to the benefit of the parties and their respective administrators. This constitutes a professional services contract and Ohio law shall apply.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written the signature of THE NORTH HILLS WATER DISTRICT being affixed by the President of its Board of Trustees, pursuant to Resolution No. 127-19 passed by the Board of Trustees of said DISTRICT, the 18 day of Dec, 20\_\_ and in accordance with the provisions of said Resolution.

North Hills Water District

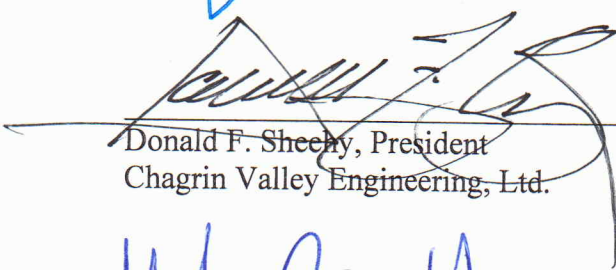
PASSED: 12/18/19

By: 

President, Board of Trustees



Jeffrey J. Snell, Esq.  
Secretary/ Fiscal Officer



Donald F. Sheehy, President  
Chagrin Valley Engineering, Ltd.



Michael E. Henry, P.E.

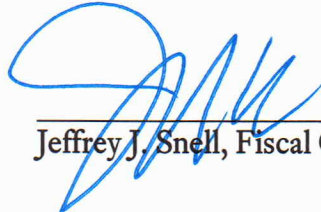
**NORTH HILLS WATER DISTRICT  
RESOLUTION 127-19  
December 18, 2019**

**A RESOLUTION ACCEPTING AND APPOINTING THE  
CONTRACT OF CHAGRIN VALLEY ENGINEERING LLC AND  
MIKE HENRY, AS THE ENGINEER FOR THE NORTH HILLS  
WATER DISTRICT FOR THE YEAR 2020.**

**BE IT RESOLVED**, the Board adopts and accepts the contract of Chagrin Valley Engineering, LLC and Mike Henry and Engineer to the North Hills Water District pursuant to the contract dated, December 18, 2019 for a period of one year, starting January 1, 2020.

Resolution adopted this 18 day of Dec, 2019.

  
\_\_\_\_\_  
John Campbell, Chair

  
\_\_\_\_\_  
Jeffrey J. Snell, Fiscal Officer



## CONTRACT AND AGREEMENT

This AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, by and between THE NORTH HILLS WATER DISTRICT, an Independent Political Subdivision of the State of Ohio, hereinafter called the "DISTRICT" by and through its undersigned President of the Board of Trustees pursuant to the authority of Resolution No. 20\_\_\_\_ - \_\_\_\_ passed \_\_\_\_\_, 20\_\_\_\_ and MICHAEL E. HENRY, P.E., and Chagrin Valley Engineering Ltd. by and through its President Donald F. Sheehy, 22999 Forbes Road, Suit B, Cleveland, Ohio, 44146, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the DISTRICT is desirous of employing a qualified Civil Engineer or Engineers registered in the State of Ohio to perform engineering and surveying services for and on behalf of the DISTRICT as hereinafter set forth; and

WHEREAS, said ENGINEER, an Ohio Professional Corporation whose owners are duly licensed to practice engineering and surveying in the State of Ohio, wishes to accept such work for the compensations as hereinafter described; and

WHEREAS, the NHWD has appointed Michael E. Henry, P.E., of Chagrin Valley Engineering Ltd. shall serve as District Engineer and desires to begin such appointment from the period of January 1, 2020 to December 31, 2020; and

WHEREAS, the NHWD desires to confirm the appointment of Michael E. Henry, P.E., and Chagrin Valley Engineering Ltd. as the District Engineer and to establish the rates of compensation for both him and any associates who assist in the performance of such duties.

NOW, THEREFORE, the DISTRICT and ENGINEER for the considerations hereinafter named, agree as follows:

1. The ENGINEER shall receive an annual sum of Twelve Thousand Dollars (\$12,000.00) made payable to Michael E. Henry in monthly installments and subject to all normal payroll tax and Public Employee Retirement System deductions, unless increased by the Board of Trustees of the DISTRICT, for which he shall perform the following services:
  - (a) Give advice to the Trustees, the Secretary of the Board of Trustees and the general public as to engineering matters pertaining to the improvement or operation of the DISTRICT.
  - (b) Attend regularly scheduled meetings of the Board of Trustees of the DISTRICT.
  - (c) Store and catalog the plans for all water main improvements to be constructed in the DISTRICT either by the DISTRICT or private developers.

- (d) Review concept proposals of proposed developments in the District when forwarded by the Summit County Planning Commission.
  - (e) Maintain an on-going dialogue with representatives of the Cleveland Water Department for purposes of assuring their continued best service to the DISTRICT.
  - (f) Process ODOT Road Opening Permit applications on behalf of private individuals only when so required.
2. Upon request of the Board of Trustees of the DISTRICT, the ENGINEER shall furnish the following services to the DISTRICT according to the provisions in Section 3:
- (a) Prepare all necessary plans, profiles, specifications and opinions of probable cost of every kind for all water improvements undertaken by the DISTRICT.
  - (b) Review all preliminary and detailed construction plans, for proposed developments in the DISTRICT for compliance with DISTRICT standards and requirements. He shall advise the DISTRICT when such plans are acceptable for approval by the Board of Trustees.
  - (c) Serve as the authorized representative of the DISTRICT and shall observe the execution of all public and private water work undertaken by the DISTRICT or others pursuant to plans and specifications approved by the Trustees of the DISTRICT.
  - (d) Furnish and coordinate the activities of all Inspectors of water work in the DISTRICT, notwithstanding that the City of Cleveland may provide its own Inspectors in addition to those of the ENGINEER.
  - (e) Upon request, make and deliver to the DISTRICT monthly reports of the progress of improvements under his charge and provide such other engineering services as may be requested by the Trustees of the DISTRICT.
3. The contractual service to be provided to the NHWD by Michael E. Henry and Chagrin Valley Engineering Ltd. and compensation for same shall be as follows:
- (a.) For services in connection with the construction of public improvements, Chagrin Valley Engineering Ltd. shall receive compensation as percentage of the actual cost of construction of all improvements made by the NHWD and under its control. The percentage paid shall be as follows:



Cost of Construction

Fees

\$0 - \$150,000

Hourly

\$150,001 - \$500,000

\$15,000.00 plus 6.75% of amount  
over \$150,000.00

\$500,001 - \$1,000,000

\$38,625.00 plus 5.75% of amount  
over \$500,000.00

\$1,000,001 - \$5,000,000

\$67,375.00 plus 5.5% of amount  
over \$1,000,000.00

4. The fees provided above in Section 3, Part (a), shall cover engineering services including complete detailed plans, specifications, bidding documents, bidding support, contract recommendations, OEPA and Cleveland Water Department approvals and utility correspondence.

- (a) The Chagrin Valley Engineer Ltd. shall perform supplemental services at the hourly rate, per the "Hourly Rate Schedule" below, as requested by the NHWD, including but not limited to:
1. All survey information, including baseline, bench-mark control, property lines, right of way staking or boundary survey required to complete the improvement plans.
  2. GIS mapping and technical services, wetland delineation, subsurface exploration, etc.
  3. Contract administration during the construction phase, including pre-construction meetings, construction inspection, construction staking, as-built survey, notification and correspondence with residents.
  4. All permitting or utility fees required for the construction of the proposed improvement will be billed to NHWD at cost.



## HOURLY RATE SCHEDULE

District Engineer	\$91.00 per hour
Wetland Scientist	\$90.00 per hour
Staff Engineer	\$84.00 per hour
Designer	\$71.00 per hour
Clerical	\$36.00 per hour
One-Person Survey Crew	\$83.00 per hour
Two-Person Survey Crew	\$114.00 per hour
Three-Person Survey Crew	\$132.00 per hour
Professional Surveyor	\$91.00 per hour
Contact Administrator	\$69.00 per hour
Inspector	\$47.00 per hour
GIS Technician	\$73.00 per hour
Prints, Materials. Supplies and Services by others at Cost.	

- (b) The ENGINEER shall invoice the DISTRICT monthly for all categories of services rendered under this AGREEMENT and for reimbursable expenses incurred, and the DISTRICT shall make prompt payments in response to the ENGINEER's monthly statements.
- (c) In the event the DISTRICT shall incur expenses on behalf of the ENGINEER hereunder in connection with a claim or matter as to which the ENGINEER shall be adjudged to be liable for negligence or intentional misconduct or violation of civil rights as provided above, the ENGINEER shall reimburse the DISTRICT for such expenses reasonably incurred by it.
- (d) With respect to any claim or matter as to which the DISTRICT shall undertake to indemnify the ENGINEER, no amount shall be paid in settlement thereof unless the Board of Trustees of the DISTRICT has approved such payment.
- (e) The ENGINEER shall at all times maintain in force and effect Architects/Engineers professional liability insurance with a limit of liability of not less than \$2,000,000 (aggregate) and in form generally the same as its current coverage provided by The Everest National Insurance Company Policy No. 48AE003454-041.
- (f) In the event the DISTRICT indemnifies the ENGINEER hereunder in connection with a claim or matter as to which the ENGINEER's insurance carrier has denied coverage under the ENGINEER's insurance policy, the ENGINEER shall, upon request of the DISTRICT, assign to the DISTRICT all of its rights against the insurance carrier arising by reason

of such denial.

- (g) As used in this Section, the term ENGINEER shall include any employees of the ENGINEER in connection with the performance of services hereunder.

5. That the District Engineer shall not, without consent of the NHWD Council, accept any employment from any person, firm or corporation engaged in the business of establishing allotments or erecting buildings within the NHWD.

6. This agreement shall be in force and effect from January 1, 2020, until December 31, 2020 unless terminated sooner by either party giving thirty (30) days notice in writing, to the other party of its intention to cancel. However, all work in process shall be completed by the ENGINEER and the services therefore paid by the DISTRICT in accordance with the terms hereof.

7. All written notices required or permitted pursuant to the terms of this Contract and Agreement shall be effective as of the date postmarked and shall be sent by ordinary mail, postage prepaid, to the following addresses or as changed thereafter in writing.

THE DISTRICT:  
Jeffrey J. Snell, Esq.  
Secretary/ Fiscal Officer  
North Hills Water District  
253 West Aurora Road  
Northfield, Ohio 44067

THE ENGINEER:  
Chagrin Valley Engineering Ltd.  
22999 Forbes Road, Suite B  
Cleveland, Ohio 44146

8. This Contract and Agreement constitutes the entire agreement between the parties.  
Upon execution, it shall be binding upon and inure to the benefit of the parties and their respective administrators. This constitutes a professional services contract and Ohio law shall apply.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written the signature of THE NORTH HILLS WATER DISTRICT being affixed by the President of its Board of Trustees, pursuant to Resolution No. 127.19 passed by the Board of Trustees of said DISTRICT, the 19 day of DEC, 20\_\_ and in accordance with the provisions of said Resolution.

North Hills Water District

PASSED: \_\_\_\_\_

12/18/19

By \_\_\_\_\_

[Signature]  
President, Board of Trustees

[Signature]  
Jeffrey J. Snell, Esq.  
Secretary / Fiscal Officer

\_\_\_\_\_  
Donald F. Sheehy, President  
Chagrin Valley Engineering, Ltd.

\_\_\_\_\_  
Michael E. Henry, P.E.



# NORTH HILLS WATER DISTRICT

## RESOLUTION 128-19

December 18, 2019


### A RESOLUTION TO ADOPT THE MEETING SCHEDULE AND POSTING OF MEETINGS FOR 2020

Moved by SCUDLO, Seconded by KLIMKEWICZ

The Board hereby moves to adopt the meeting schedule for 2020 on the attached sheet and to post the meeting schedule at both Northfield Center Township and Sagamore Hills Township as well as the Northfield Library and to ask both Townships to post it on their websites. Additionally, the schedule will be mailed to both The Newsleader and the Sagamore Voice. Legal notice of schedule shall be published in The Newsleader. All meetings shall occur at 253 W. Aurora Road, Sagamore Hills, Ohio 44067 at the assigned date at 3:00 o'clock p.m. unless otherwise modified by notice.

Adopted December 18, 2019

  
John Campbell, Chair

  
Jeffrey J. Snell, Fiscal Officer

NORTH HILLS WATER DISTRICT  
Scheduled Regular Meeting Dates 2020

All regular meetings will be at 253 West Aurora Road, Northfield, OH 44067 at 3:00 p.m. on the following dates:

January 22, 2020

February 19, 2020

March 25, 2020

April 22, 2020

May 27, 2020

June 24, 2020

July 22, 2020

August 26, 2020

September 23, 2020

October 28, 2020

November 18, 2020 (third Wednesday)

December 16, 2020 (third Wednesday)

**NORTH HILLS WATER DISTRICT  
RESOLUTION 129-19  
December 18, 2019**

**A RESOLUTION TO ADOPT LOCAL TAP-IN FEES FOR WATER MAINS  
FOR THE NORTH HILLS WATER**

**WHEREAS**, the Board of Trustees passed a moratorium on all non-residential tap-ins in October so that it could study its rates and also approved a new residential rate that was unanimously approved and it sent forth below;

**WHEREAS**, the Board of Trustees received a report from its Engineer in November, 2019 that has been sent to each Township without further comment and has been that has been reviewed by the members of this Board;

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES** that the residential rate for a permit for local tap-in shall be \$250.00 for all new structures or replaced residential structures within the North Hills Water District. The residential rate for all existing residential structures now within the North Hills Water District shall be \$25.00.

**FURTHER BE IT RESOLVED THAT** the non-residential rate for a permit for local tap-in shall be as follows:

<b>Tape Size (inches)</b>	<b>Non-Refundable</b>
3/4" to 2"	\$ 3,000.00
3" to 4"	\$ 5,500.00
6"	\$ 8,750.00
8"	\$ 12,500.00
10"	\$ 15,250.00
12" plus	\$ 25,775.00

A roll call showed all in favor. The policy becomes effective immediately and will be sent to both Townships.

Resolution adopted this 18 day of Dec, 2019.

  
\_\_\_\_\_  
John Campbell, Chair

  
\_\_\_\_\_  
Jeffrey J. Snell, Fiscal Officer



## MEMO

To: **Jeff Snell, Fiscal Officer**

From: **Michael Henry, PE – District Engineer**

Date: **11/19/19**

Project Number: General

Regarding: Tap-In Fee For Watermain

---

After review of local tap-in fees for water mains, it would be my recommendation to have the following tap in fee for all non-residential connections for the North Hills Water District:

<u>Tap Size (In.)</u>	<u>Nonrefundable Fee</u>
3/4" – 2"	\$3,000.00
3" – 4"	\$5,500.00
6"	\$8,750.00
8"	\$12,500.00
10"	\$15,250.00
12"+	\$25,775.00

The tap-In fee would be paid as a fee and not included as part of the plan review and inspection deposit. The fee would be non-refundable and would be made payable to the NHWD as prior to the final plan approval.

**NORTH HILLS WATER DISTRICT**  
**RESOLUTION 130-19**  
**2020 TEMPORARY APPROPRIATIONS**  
**December 18, 2019**

Motion Made By \_\_\_\_\_ Seconded By \_\_\_\_\_

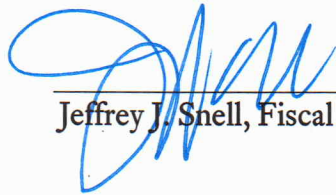
	<u>Jan - Dec 2020</u>
<b>Income</b>	
1R1 Permits	\$6,000.00
1R3 Interest	2,400.00
1R4 Other-Misc.	30,000.00
1R5 Property Tax	<u>200,000.00</u>
<b>Total Income</b>	<b>\$238,400.00</b>
<b>Expense</b>	
1A1 Trustees	7,500.00
1A11 Legal Advertising	600.00
1A12 PERS	12,000.00
1A13 Repairs to System	40,000.00
1A14 Maintenance Supplies	40,000.00
1A15 Workers Compensation	2,000.00
1A18 Construction, Engineering	21,000.00
1A19 Professional Services	16,800.00
1A2 Secretary	36,000.00
1A20 Reimbursement to Deposit	13,500.00
1A21 Principal and Interest OPWC	21,000.00
1A3 Travel & Other	2,500.00
1A4 Supplies	2,500.00
1A5 Equipment	4,000.00
1A6 Bonds, Insurance	6,500.00
1A7 Contracts, Administrative	500.00
1A8 Utilities	2,000.00
1A9 Other Expense	10,000.00
Payroll Expenses	0.00
<b>Total Expense</b>	<u><b>\$238,400.00</b></u>
<b>Net Income</b>	<u><u><b>0.00</b></u></u>

Resolution adopted this 18<sup>th</sup> day of December, 2019.



---

John Campbell, Chair



---

Jeffrey J. Snell, Fiscal Officer