

The Village of Northfield

Agenda

Regular Council Meeting

March 23, 2016

Pledge of Allegiance

Call to order; Roll call; Approval of Minutes

Presentation of Petitions, Memorials and Remonstrances

Reports of Municipal Officers:

Jesse J. Nehez, Mayor
Tricia Ingrassia, Finance Director
Richard Wasosky, Engineer
Bradric Bryan, Law Director

Department Heads:

Police Chief Mark Wentz
Fire Chief Jason Buss
Service/Bld.Supt. Jason Walters

Reports of Municipal Boards and Commissions:

Planning Commission, Alan Hipps
Recreation Board, Mayor Nehez
Cemetery Board, Beatrice Greenlee

Reports of Standing Committees:

Finance, Nick Magistrelli
Roads/Public Works, Jim Daugherty
Health and Welfare, Renell Noack
Wages and Working Conditions, Gary Vojtush
Fire and Safety, Jenn Domzalski
Buildings and Grounds, Alan Hipps

Legislation:

2016-13- An Emergency Ordinance Amending Section 1262.05(f) of the Planning and Zoning Code Relating to Zoning Certificates.

2016-17 – An Emergency Resolution Setting Forth the Appropriations for the Fiscal Year 2016 and Submitting the same to the County Fiscal Officer.

2016-20 – An Emergency Resolution Authorizing the Mayor to Enter into a Contract with Oriana House, Inc. for the Provision of Community Correctional Services.

2016-21 – An Emergency Resolution Confirming the Mayor's Appointment of Linda Bowen to the Recreation Board.

2016-22 - An Emergency Resolution Confirming the Mayor's Appointment of Bea Greenlee to the Recreation Board.

2016-23- An Emergency Resolution Authorizing the Mayor to Enter into an Agreement with Lawhon & Associates, Inc. to Perform Environmental Site Testing on the 10435 Northfield Road Property.

2016-24-An Emergency Resolution Authorizing and Directing the Mayor to Enter into a Contract with a Regional Council of Governments for the Provision of Administration and Collection of Municipal Income Tax Starting with the 2017 Calendar Year.

Old Business; New Business; Announcements; Adjournment

VILLAGE OF NORTHFIELD ORDINANCE NO. 2016-13

**AN EMERGENCY ORDINANCE AMENDING SECTION 1262.05(f) OF THE
PLANNING AND ZONING CODE RELATING TO ZONING CERTIFICATES**

WHEREAS, in its efforts to improve the balance of the relationship between the services and responsibilities required of the Village and the zoning certificate related permit fees set forth in Section 1262.05(f) of the Planning and Zoning Code, the Village desires to amend Section 1262.05(f).

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Council of the Village of Northfield hereby and herein amends Section 1262.05(f) of the Planning and Zoning Code as indicated in the attachment hereto that is incorporated herein by reference.

SECTION 2. That the rest and remainder of the Codified Ordinances shall remain as presently drafted unless inconsistent herewith.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Ordinance were taken in an open meeting of this Council or any of its legal committees and were in compliance with all legal requirements.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield for the reason that it will assist with the operation of a Municipal department, and this Ordinance shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2016.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Ordinance was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2016.

Tricia Ingrassia, Clerk of Council

EXHIBIT A

1262.05 PERMIT FEES.

* * *

(f) Additional Zoning Permit Fees for Zoning Certificates and Conditional Zoning Certificates. The following fees shall be charged and collected for the filing of applications and issuance of permits as hereinafter set forth:

(1) Residential (Single or Two-Family Dwellings).

- A. New Construction:
 - Initial fee. \$500.00
 - Plus: \$8.00 per 100 sq. ft. of floor area or fraction thereof on all floors.
- B. Additions:
 - Initial fee. \$250.00
 - Plus: \$8.00 per 100 sq. ft. of floor area or fraction thereof on all floors.
- ~~C. Alterations:~~
 - ~~Initial fee. \$150.00~~
 - ~~Plus: \$8.00 per \$1,000 improvement valuation or fraction thereof or \$8.00 per 100 sq. ft., whichever is less.~~
- D.C. Accessory buildings and detached garages, carports and breezeways, etc:
 - Initial fee. \$150.00
 - Plus: \$8.00 per 100 sq. ft. of floor area.
- E.D. Down spouts, footer drains and storm drains.
 - Initial Fee. \$100.00
 - Plus: \$8.00 per \$1,000 in improvement valuation.
 - Inspection fee, per inspection. \$75.00
- F.E. Waterproofing.
 - Initial fee. \$100.00
 - Plus: \$8.00 per \$1,000 of improvement valuation.
 - Initial Inspection fee. \$75.00
 - Re-inspection fee. \$40.00
- G.F. Sidewalks, concrete pads and patios.
 - Initial fee. \$50.00
- H.G. Concrete or asphalt driveway additions or repairs.
 - Initial fee. \$ 75.00
- I.H. Sanitary sewer lateral repair or replacement. \$150.00
- J.I. Storm sewer lateral repair or replacement. \$150.00
- K.J. Additional re-inspection fees related to any of the above. \$75.00
- K. Zoning Certificate applications that require Village Building and Zoning Inspector plan review but do not fall into the categories set forth in this subsection (1) or require Village inspections or Village Engineer review, shall be charged a flat fee of \$50.00.

- (2) Multiple Dwellings (Apartments, Condominiums, Townhouses, High-Rises, etc., having three or more dwelling units).
- A. New Construction:
 - Initial fee, per unit. \$800.00
 - Plus: \$8.00 per 100 sq. ft. of floor area or fraction thereof.
 - ~~B. Alterations or Repairs with no addition or enlargement of floor area:~~
 - ~~Initial fee, per unit. \$250.00~~
 - ~~Plus: \$8.00 for each \$1,000 improvement valuation or fraction thereof or \$6.00 per 100 sq. ft., whichever is less.~~
 - ~~C.~~ B. Additions:
 - Initial fee, per unit. \$400.00
 - Plus: \$8.00 per 100 sq. ft. of floor area or fraction thereof in all stories.
 - ~~D.~~ C. Accessory Buildings and Detached Garages:
 - Initial fee, per unit. \$250.00
 - Plus: \$8.00 per 100 sq. ft. of floor area.
 - ~~E.~~ D. Grade Line: elevation. \$400.00
 - ~~F.~~ E. Downspout drains, footer drains and storm drains.
 - Initial fee. \$200.00
 - Plus: \$8.00 per \$1,000 of improvement valuation.
 - Inspection fee. \$75.00
 - ~~G.~~ F. Waterproofing.
 - Initial fee. \$200.00
 - Plus: \$8.00 per \$1,000 of improvement valuation.
 - Initial inspection fee. \$75.00
 - Re-inspection fee. \$40.00
 - ~~H.~~ G. Sidewalks, concrete pads and patios.
 - Initial Fee. \$180.00
 - ~~I.~~ H. Concrete or asphalt driveways or access roads.
 - Initial fee. \$150.00
 - ~~J.~~ I. Parking lot replacement.
 - Initial fee. \$400.00
 - Parking lot repairs
 - Initial fee. \$200.00
 - ~~K.~~ J. Additional re-inspection fees related to any of the above. \$75.00
 - K. Zoning Certificate applications that require Village Building and Zoning Inspector plan review but do not fall into the categories set forth in this subsection (2) or require Village inspections or Village Engineer review, shall be charged a flat fee of \$75.00.

(3) Commercial, industrial, public and quasipublic buildings. (including buildings appurtenant thereto of which the Municipality has jurisdiction, including new construction and not specifically provided for elsewhere in the Building and Housing Code).

- A. New Construction.
 - Initial fee. \$1,500.00

Plus \$10.00 per 100 sq. ft. of floor surface or fraction thereof.

B.	Alterations.	
	Initial fee.	\$250.00
	Plus \$10.00 per \$1,000 improvement valuation or fraction thereof or \$8.00 per 100 sq. ft., whichever is less.	
C. <u>B.</u>	Additions.	
	Initial fee.	\$750.00
	Plus \$10.00 per sq. ft. of floor area or fraction thereof.	
D. <u>C.</u>	Accessory buildings, detached garages, etc.	
	Initial fee per unit.	\$800.00
	Plus \$10.00 per sq. ft. of floor area.	
E. <u>D.</u>	Grade line: elevation.	\$500.00
<u>E.</u>	<u>Zoning Certificate applications that require Village Building and Zoning Inspector plan review but do not fall into the categories set forth in this subsection (3) or require Village inspections or Village Engineer review, shall be charged a flat fee of \$100.00.</u>	

(4) Signs.

A.	New signs, alterations, or repairs.	
	All advertising signs, regardless of method, with total of 30 sq. ft. or less of sign area.	\$120.00
	For each add. 30 sq. ft. or less sign area.	\$35.00
	Grade line and elevation.	\$500.00
B.	Temporary signs.	
	Inspection fee.	None

(5) Miscellaneous fees.

A.	Aluminum or vinyl siding.	
	Initial fee.	\$50.00
	Plus \$8.00 per \$1,000 valuation.	
	(fee waived for persons sixty-two and older)	
B. <u>A.</u>	Basement addition. Raising or constructing foundation walls for the addition of a basement, covering, re-connection or sewer and water connections, but no additional fixtures except for basement drainage.	
	Initial fee, each unit.	\$100.00
	Plus \$8.00 per \$1,000 valuation.	
C. <u>B.</u>	Curb cutting fees.	
	Curb cutting, lowering or removing.	
	1. New work—minimum fee.	\$125.00
	Plus fee, per foot of curb.	\$5.00
	2. Widening previous cuts—minimum fee.	\$200.00
	Plus fee, per foot of curb.	\$5.00
D. <u>C.</u>	Demolition fees.	
	One and two-family buildings.	\$100.00
	Detached garages or other accessory bldgs.	\$50.00

	(fee waived for persons sixty-two or older)	
	All other buildings.	
	Residential.	\$125.00
	Commercial.	\$200.00
<u>E.D.</u>	Fence Permit.	
	Fee:	
	Residential.	\$50.00
	(fee waived for persons sixty-two and older)	
	Commercial/Industrial/Public/Quasi Public.	\$100.00
<u>F.E.</u>	Greenhouse building fees.	
	Private.	
	Initial fee:	\$50.00
	Plus: \$5.00 for each 100 sq. ft. of floor area or fraction thereof.	
	Commercial.	
	Initial fee.	\$150.00
	Plus: \$8.00 for each 100 sq. ft. of floor area or fraction thereof.	
<u>G.F.</u>	Moving fees. Moving any building or structure upon or over public or private roadways or public property.	
	Initial fee:	\$300.00
	Plus: When building is on public street or alley an hourly fee of	\$35.00
	Moving any open building or shed across property line.	\$35.00
	Moving any building on one's own property where utilities are not affected.	\$35.00
	Moving any building on one's own property where utilities are affected.	\$50.00
	In addition, a minimum bond to indemnify the Municipality against any damage in the amount of \$10,000 shall be furnished for moving any building on a public right-of-way.	
	A larger bond shall be required where Public Safety or Public Service Department officials deem such to be necessary. Such additional bond may be required at any time, before, during or after moving shall occur.	
<u>H.G.</u>	Storage tanks, not including septic tanks.	
	Capacity (gallons).	
	2000 or less	\$60.00
	2001 to 4999	\$100.00
	5000more	\$125.00
<u>I.H.</u>	Swimming pools and lakes.	
	Permit fee—in-ground pools and lakes.	\$100.00
	Above-ground pools with depths greater than 3 feet.	\$50.00
<u>J.I.</u>	Circus, carnival, tent show, side show, midway, artificial curiosity, etc., where admission of any form is charged:	\$500.00
	For temporary structures, of any type, each (grandstands, seating, etc., for spectators and approved by the engineer).	\$500.00

	Plus: \$100,000_safety bond.	
	For grade line and elevation.	\$500.00
	Deposit for cleaning up premises, etc., to be refunded if left in satisfactory condition upon removal.	\$1,500.00
<u>K.J.</u>	Any building structure, not specifically enumerated herein.	
	Initial fee.	
	Residential	\$75.00
	Commercial/Industrial/Public/Quasi Public	\$150.00
	Plus: \$8.00 per \$1,000 improvement valuation or fraction thereof.	
<u>L.K.</u>	Excavation, extraction, removal or stripping of topsoil, subsoil, gravel, sand or open mining from lots or acreage of land for all work greater than 50 cubic yards.	
	Residential.	\$400.00
	Commercial/Industrial/Public/Quasi Public.	\$600.00
	Grade line and elevations.	\$500.00
	Recheck grad lines or elevations.	\$300.00
<u>M.L.</u>	Examination of plans for residential, commercial and/or industrial site development.	
	1. Site development plans.	
	Initial fee.	
	Residential.	\$150.00
	Commercial/Industrial/Public/Quasi Public.	\$300.00
	Plus: \$200.00 per acre of development or fraction thereof.	
	Plus all necessary review work performed by the Village Engineer will be billed at the Engineer's Village approved hourly rate for that calendar year.	
	2. Subdivision dedication plat.	\$250.00
N.	Change of use of commercial or industrial property.	
	Initial fee.	\$250.00
	Plus: \$9.00 per \$100 sq. ft. of building.	
O.	New windows (for work exceeding \$750.00)	
	Initial fee.	
	 Residential.	\$50.00
	 Commercial/Industrial/Public/Quasi Public.	\$100.00
	Plus: \$8.00 per \$1,000 of valuation or fraction thereof.	
	(fee waived for persons sixty-two or older)	
P.	Satellite dishes.	\$50.00
Q.M.	Storage sheds.	\$30.00
	(fee waived for persons sixty-two or older)	
R.	Re-roofing.	
	Initial fee.	
	 Residential.	\$50.00
	 Commercial/Industrial/Public/Quasi Public.	\$100.00
	Plus: \$8.00 per \$1,000 valuation or fraction thereof.	
<u>S.N.</u>	Driveways.	
	Residential.	\$75.00

	(fee waived for persons sixty-two or older)	
	Commercial/Industrial/Public/Quasi Public.	\$200.00
S.O. Decks.		
	Initial fee.	\$50.00
	Plus: \$8.00 per \$1,000 valuation or fraction thereof.	
U.P. Retaining walls.		
	Initial fee.	\$50.00
	Plus: \$8.00 per \$1,000 valuation or fraction thereof.	
	(fee waived for persons sixty-two or older)	

(6) Surcharge. A fee of \$50.00 will be charged for any re-inspection of work on an original permit, unless otherwise specified herein.

(7) Maintenance repairs. Maintenance repairs in residential and commercial areas with a value of less than \$850.00 will not require any permit.

(8) Painting. Painting of structures in all areas will not require a permit.

(9) Penalty. The penalty for failure to obtain a zoning certificate, as provided by Ohio R.C. 713.13 and these Codified Ordinances, shall be the zoning certificate fee plus 200 percent thereof. A zoning certificate shall be required for the erection, construction, alteration, repair or maintenance of any building or structure, or the use of land or a lot, for any work exceeding \$850.00 in value.

(10) Inspections performed outside of regular work hours. In the event that the applicant requests an inspection by the Municipality for a time that is outside the inspector's regular work hours and the inspector is available to conduct such an inspection, an additional \$100.00 inspection fee shall be required aside from the regular fee for the particular inspection.

(11) Inspector on site. If a municipal inspector needs to be on a construction site to observe and/or inspect work for more than one-half hour, the permit holder will be billed at the rate of \$42.00 per hour. The project manager or project foreman shall sign an inspection time sheet identifying the time period the inspector was present for the inspection. A minimum extra time inspection fee of \$75 shall be charged. The re-inspection fee shall be \$40.00.

(12) A person who is both a Village homeowner and resident, or the spouse of a Village homeowner and resident, who is presently receiving social security disability payments, or that can prove that he or she is suffering from a medically recognized disability and the payment of any applicable zoning permit fees would constitute a hardship, may file an application with the Building and Zoning Inspector for a refund of any zoning permit fees that have been paid. Refund applications must be filed within 30 days of the payment of the zoning permit fees or the issuance of the zoning permit related to those fees, whichever is later. In the event that the Building and Zoning Inspector receives a refund application,

the matter shall be referred to the Planning Commission for a determination as to whether a refund shall be issued. The determination of the Planning Commission as to whether a refund will be issued shall be final. The Planning Commission's decision need not be confirmed by Council and may not be amended or reversed by Council.

VILLAGE OF NORTHFIELD RESOLUTION NO. 2016-17
AN EMERGENCY RESOLUTION SETTING FORTH THE APPROPRIATIONS FOR THE
FISCAL YEAR 2016 AND SUBMITTING THE SAME TO THE COUNTY FISCAL OFFICER

WHEREAS, at the direction of the Mayor and Council, Tricia Ingrassia, the Director of Finance, has prepared the Appropriation Resolution for the Village of Northfield, Ohio for the fiscal year 2016 showing all expenditures and charges in or for the purposes of such fiscal year to be paid; and

WHEREAS, a copy of said appropriations are attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the attached appropriations of the Village of Northfield, as prepared by Tricia Ingrassia, the Director of Finance, for the Fiscal Year 2016 are hereby adopted as the official Appropriation Resolution of the Village of Northfield, Ohio, for the year 2016.

SECTION 2. That the Director of Finance is hereby authorized and directed to certify a copy of said Appropriation Resolution to the Fiscal Officer of Summit County, Ohio as required by law.

SECTION 3. That all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council or any of its legal committees and were in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it is necessary for the operation of the Village government and is required by law, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2016.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2016.

Tricia Ingrassia, Clerk of Council

Village of Northfield
2016 Appropriations

	Personal Service	Other Operations	Capital	Non- Governmental	Total
GENERAL FUND					
Police Department	\$ 959,391.00	\$ 135,890.00	\$ 53,575.00	\$ -	\$ 1,148,856.00
Street Lighting	\$ 14,000.00	\$ -	\$ -	\$ -	\$ 14,000.00
Traffic Signs, Signals, Mark	\$ 1,500.00	\$ -	\$ -	\$ -	\$ 1,500.00
Cemetery	\$ -	\$ -	\$ -	\$ -	\$ -
County Health	\$ 24,000.00	\$ -	\$ -	\$ -	\$ 24,000.00
Service Department	\$ 571,496.00	\$ 205,675.00	\$ 50,000.00	\$ -	\$ 827,171.00
Mayor	\$ 37,400.00	\$ -	\$ -	\$ -	\$ 37,400.00
Council	\$ 36,600.00	\$ -	\$ -	\$ -	\$ 36,600.00
Mayor's Court	\$ 59,214.00	\$ 1,000.00	\$ -	\$ -	\$ 60,214.00
Finance Department	\$ 58,100.00	\$ 6,200.00	\$ 16,445.00	\$ -	\$ 80,745.00
Law Department	\$ 30,725.00	\$ 82,000.00	\$ -	\$ -	\$ 112,725.00
Engineer	\$ -	\$ 135,000.00	\$ -	\$ -	\$ 135,000.00
General Government	\$ -	\$ 370,000.00	\$ -	\$ -	\$ 370,000.00
Contributions	\$ 725,900.00	\$ -	\$ -	\$ -	\$ 725,900.00
County Auditor Deductions	\$ -	\$ 81,800.00	\$ -	\$ -	\$ 81,800.00
Land & Building	\$ -	\$ 10,560.00	\$ 140,900.00	\$ -	\$ 151,460.00
S/T - GENERAL FUND	\$ 2,518,326.00	\$ 1,028,125.00	\$ 260,920.00	\$ -	\$ 3,807,371.00
Transfers/Advance/Conting.	\$ -	\$ -	\$ -	\$ 776,359.00	\$ 776,359.00
GENERAL FUND TOTAL	\$ 2,518,326.00	\$ 1,028,125.00	\$ 260,920.00	\$ 776,359.00	\$ 4,583,730.00
OTHER FUNDS:					
SCM&R	\$ -	\$ 928,202.52	\$ -	\$ -	\$ 928,202.52
State Highway Improvement	\$ -	\$ 11,000.00	\$ -	\$ -	\$ 11,000.00
Police Pension	\$ 41,200.00	\$ -	\$ -	\$ -	\$ 41,200.00
Fire Levy Fund	\$ 559,868.50	\$ 197,000.00	\$ 31,000.00	\$ -	\$ 787,868.50
SR-Law Enforcement Assist	\$ -	\$ -	\$ -	\$ -	\$ -
Permissive Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Law Enforcement Trust	\$ -	\$ -	\$ -	\$ -	\$ -
Court Computer	\$ -	\$ 6,580.00	\$ -	\$ -	\$ 6,580.00
Indigent Drivers Alcohol Mon	\$ -	\$ -	\$ -	\$ -	\$ -
Northfield Park PI Tax Increm	\$ -	\$ 17,000.00	\$ 44,550.81	\$ 1,299,550.81	\$ 1,361,101.62
Construction Fund	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Fund	\$ 55,000.00	\$ 198,536.02	\$ -	\$ -	\$ 253,536.02
Unclaimed Funds	\$ -	\$ -	\$ -	\$ -	\$ -
Refundable Performace Bonds	\$ -	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
TOTAL - ALL FUNDS	\$ 3,174,394.50	\$ 2,391,443.54	\$ 336,470.81	\$ 2,075,909.81	\$ 7,978,218.66

VILLAGE OF NORTHFIELD RESOLUTION NO. 2016-20

AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ORIANA HOUSE, INC. FOR THE PROVISION OF COMMUNITY CORRECTIONAL SERVICES

WHEREAS, when jail time is warranted or required, the Stow Municipal Court sentences offenders convicted of Village traffic code offenses to confinement at Oriana House, Inc.; and

WHEREAS, the Village is required by State law to pay the confinement costs for persons convicted of Village offenses in the Stow Municipal Court that are not able to pay the fees required by Oriana House, Inc.; and

WHEREAS, the attached contract requires Oriana House, Inc. to provide services to the Village and provides the method of payment therefor.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Council of the Village of Northfield hereby and herein authorizes the Mayor to enter into the attached contract with Oriana House, Inc. for the provision of community correctional services to the Village for the 2016 calendar year.

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and were in compliance with all legal requirements.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield, for the reason that it will assist with the operation of a municipal department, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2016.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2016.

Tricia Ingrassia, Clerk of Council

**AGREEMENT TO PROVIDE
COMMUNITY CORRECTIONAL SERVICES**

This agreement, made this _____ day of _____, 2016, by and between, Northfield Village, Ohio, by its Mayor, Jesse J. Nehez duly authorized by the Northfield Village City Council by Ordinance No. _____ (hereinafter "City") and Oriana House, Inc., a not-for-profit corporation organized pursuant to the laws of the State of Ohio by its duly authorized President, James J. Lawrence (hereinafter "Oriana").

Whereas, the City seeks to establish a program to provide confinement and alcohol rehabilitation facility for ~~adult~~ male and female; and

Whereas, the City seeks to establish a home incarceration and day reporting programs for adult male and female ~~non~~-violent misdemeanor offenders; and

Whereas, the Council of Northfield Village has authorized the Mayor to enter into a contract for such services with Oriana.

Now, therefore, to establish such programs, the parties, for the mutual promises and other good and valuable ~~consider~~ation set forth herein, agree as follows:

1. Oriana shall establish and operate a confinement and alcohol rehabilitation facility to be used by male and ~~female~~ offenders convicted in the Cuyahoga Falls Municipal Court of Northfield Village City Code violations.
2. Oriana shall be wholly responsible for the operation of the Glenwood Jail Program. This program must be ~~operated~~ as a minimum security or sentence-servicing misdemeanor jail.
3. Oriana shall establish and operate a work release facility to be used by male and female offenders convicted of ~~violations~~ of the ordinances of Northfield Village in the Cuyahoga Falls Municipal Court located within the ~~County~~ of Summit. These offenders are to be self-sufficient, non-violent as determined by the Court and Oriana.

Work release offenders will be those with current employment or school obligations that would be jeopardized if they were incarcerated. Oriana will permit release for verified employment, school or counseling activities.

4. Oriana shall establish and operate a halfway house and employment placement program to be used by male and female offenders convicted of violations of the ordinances of Northfield Village in Cuyahoga Falls Municipal Court located within the County of Summit.

The halfway house program shall be operated in compliance with the standards adopted by the Ohio Department of Rehabilitation and Corrections.

5. Oriana shall establish and operate a home incarceration and day reporting program to be used by male and female offenders convicted of violations of the ordinances of Northfield Village in Cuyahoga Falls Municipal Court located within the County of Summit. The offenders are to be residents of Summit County and non-violent as determined by the Court and Oriana.

An active electronic or radio monitoring system will monitor individuals on home incarceration. Release from home may be granted for approved and verified employment, school or counseling activities.

Individuals in the day reporting program will report to the Oriana Day Reporting Center up to 5 times per week. They will be subject to a curfew (verified by random phone contacts), urine drug screens and alcohol tests. They must participate in programming to include, but not limited to, adult basic education, substance abuse counseling, job readiness and life skills, if deemed appropriate.

Home incarceration and day reporting may be used in conjunction with one another or as separate components.

6. Oriana shall develop and provide all application, reporting and other forms required by the Cuyahoga Falls Municipal Courts. Oriana shall, at the City's request, provide the City with two (2) complete sets of each program's rules, regulations, activity schedules and a description of all activity content. A

complete file shall be kept on each program participant evidencing his eligibility and participation in all aspects of the program.

7. The Oriana facility, its programs, personnel and procedures shall comply with any law, rule or regulation issued or promulgated by any governmental entity or agency having jurisdiction over the facility, its programs, personnel and procedures. Oriana shall keep adequate records as necessary to meet the reporting requirements of all regulatory state agencies, file all required reports and provide information as needed by the Federal, State, County and City Governments or the courts. Financial records shall be kept for receipts, expenditures and disbursements for each funding source sufficient for a clear audit trail by source of funds according to reasonable accounting standards and in a manner approved by the Finance Director of the City, and shall be available for review by the City at all reasonable times. These records shall be maintained for three (3) years.

8. Oriana shall provide an all-risk casualty and public liability insurance in the amounts satisfactory to the City and shall name Northfield Village as an additional insured as its interest may appear.

9. Oriana shall provide or cooperate in providing access to services and activities which will assist in the rehabilitation of the individual residents by individual and group counseling, mental health treatment by individual and group counseling, adult basic education classes, recreation and spiritual services.

10. Participants in the program(s) shall be responsible for their medical treatment and any costs incurred thereof. Oriana will provide first aid treatment and medical services as provided in conjunction with its chemical dependency treatment program.

11. Oriana agrees to charge and collect reasonable fees from participants in the program. Those fees shall be as follows:

(a) \$300.00 for participation in the three (3) day (72 hour) program;

(b) \$420.00 for participation in the six (6) day program up to and including six (6) days;

- (c) \$450.00 for participation of seven (7) days up to and including ten (10) days;
- (d) \$500.00 for participates of eleven (11) days up to and including thirty (30) days;
- (e) \$550.00 for participates of thirty-one (31) days up to and including sixty (60) days;
- (f) \$600.00 for participation of sixty-one (61) days up to and including ninety (90) days;
- (g) \$650.00 for participation of ninety-one (91) days up to and including one hundred twenty (120) days;
- (h) \$700.00 for participation of one hundred twenty-one (121) days up to and including one hundred fifty (150) days; and
- (i) \$750.00 for participation of one hundred fifty-one (151) days up to and including one hundred eighty (180) days.

Oriana agrees to account for and credit these program fees on a monthly basis. The City agrees to pay Oriana the sum of **Three Hundred Dollars (\$300.00)** for each participant in the three (3) day program and the sum of **Forty Two Dollars and Twenty-Five Cents (\$42.25)** per day for each participant in the Glenwood Jail Direct Sentence Program and the Summit County Jail Reduction Program. The City agrees to pay such fees on a reimbursement basis. The City further agrees to pay Oriana the sum of **Eighteen Dollars and Eighty Two Cents (\$18.82)** for each urine drug screen and **Three Dollars and Seventy-Six Cents (\$3.76)** for each alcohol test given to a participant.

12. The City shall pay **Seventy-Four Dollars and Thirty-One Cents (\$74.31)** per day for work release participants. The City shall pay **Eighteen Dollars and Eighty-Two Cents (\$18.82)** for each urine drug screen and **Three Dollars and Seventy-Six Cents (\$3.76)** for each alcohol test given to a participant. Work release participants will be accounted for on a monthly basis and charged to the City's account. All fees collected from work release participants will be accounted for and credited to the City's account on a monthly basis.

13. The City shall pay **Seventy-Four Dollars and Thirty-One Cents (\$74.31)** per day for halfway house and employment placement participants. The City shall pay **Eighteen Dollars and Eighty-Two Cents (\$18.82)** for each urine drug screen and **Three Dollars and Seventy-Six Cents (\$3.76)** for each alcohol test given to a participant. Halfway house and employment placement participants will be accounted for on a monthly basis and charged to the City's account. Participants will pay for services of the program according to a city approved fee scale, attached to and part of this agreement.

14. The Electronic Monitoring Program shall provide three types of service; phone line electronic monitoring without in-home alcohol testing, phone line electronic monitoring with in home alcohol testing, and electronic monitoring for clients without phone service. In addition to traditional monitoring, Oriana House will provide three levels of Global Position System (GPS) monitoring. The three levels will be passive GPS, Intermediate GPS and Active GPS. The court of record shall determine which service shall be provided. The City shall pay **Eight Dollars and Seventy-Eight Cents (\$8.78)** per day for monitoring without in-home alcohol testing, **Thirteen Dollars and Eighty-One Cents (\$13.81)** per day for monitoring with in-home alcohol testing and **Twelve Dollars and Fifty-Five Cents (\$12.55)** per day for monitoring those without phone service. The City will pay **Eleven Dollars and Six Cents (\$11.06)** for passive GPS; **Thirteen Dollars and Twelve Cents (\$13.12)** for Intermediate GPS and **Fifteen Dollars and Twenty-Two Cents (\$15.22)** for Active GPS monitoring.

The City shall pay **Sixty-Two Dollars and Seventy-Five Cents (\$62.75)** for installation and de-installation of each electronic monitoring and/or GPS participant using phone line equipment and **Ninety-Four Dollars and Twelve Cents (\$94.12)** for those being monitoring without home phone service. The City shall pay **Eighteen Dollars and Eighty-Two Cents (\$18.82)** for each urine drug screen and **Three Dollars and Seventy-Six Cents (\$3.76)** for each alcohol test given to a participant. A participant is defined as a person convicted in Cuyahoga Falls Municipal Court of violations of Northfield Village City Codes.

Participants will pay for all services of the Electronic Monitoring Program according to a City-approved fee scale, attached to and a part of this Agreement. The range for participants shall be Zero (0) to Twenty-One Dollars (\$21.00) per day. Oriana will collect all fees. All fees collected from the electronic monitoring participants will be accounted for and credited to the City's account on a monthly basis. It is understood that the daily fees paid by participants in excess of the **Eight Dollar and Seventy-Eight Cents (\$8.78)**, and **Fifteen Dollars and Twenty-Two Cents (\$15.22)** threshold costs charged to the City will be credits to the City in full to help offset fees paid by participants less than threshold.

In addition the Electronic Monitoring Program participants may be placed on a program of alcohol monitoring using a device known as SCRAM which stands for Secured Continuous Remote Alcohol Monitoring. This program will allow for the monitoring of participants use of alcohol by testing the participant on an hourly basis or more frequent basis.

The CITY shall pay **Eight Dollars and Forty Cents (\$8.40)** for Remote Breathalyzer Alcohol Monitoring for each participant.

15. The City shall pay **One Hundred and Seven Dollars and Twenty-Four Cents (\$107.24)** per week for each participant in the day reporting program. Up to two weekly urine drug screens and two weekly alcohol tests will be included in the **One Hundred and Seven Dollars and Twenty-Four Cent (\$107.24)** fee. Additional urine drug screens will be taken for **Eighteen Dollars and Eight-Two Cents (\$18.82)** each. Additional alcohol tests will be taken for **Three Dollars and Seventy-Six Cents (\$3.76)** each.

All day reporting participants will pay for all services of the day reporting program according to a City-approved fee scale. Oriana will collect all fees. Oriana shall collect the fees up front and Oriana shall use its best efforts to collect all fees from the participants. Fees collected from day reporting participants will be accounted for and credited to the City's account on a monthly basis.

16. A judge or magistrate of the Cuyahoga Falls Municipal Court located in the County of Summit, may, for good cause shown, reduce or waive any program fee charged (except any re-registration fee) to an individual participant under said judge or magistrate supervision. Any participant found to be indigent will be except from paying program fees.

The City will incur the cost for fees properly reduced or waived by the judge, magistrate or this agreement.

17. Oriana shall not discriminate in employing or promoting any individual or in accepting residents on a basis of race, creed, religion, sex, national origin, handicap, age, color or ancestry.

18. This agreement shall terminate December 31, 2016, but may be renewed by mutual agreement of the parties.

19. This agreement shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio. A determination that any part of this agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation upon the part so declared invalid.

20. Definitions: (a) "indigent" shall mean persons eligible to receive or receiving General Relief, Supplemental Security Income, Medicare and Aid to Dependent Children or so designated by Cuyahoga Falls Municipal Court; (b) "program" shall mean the services provided under this agreement.

21. Oriana shall bill the City on a monthly basis if any sums are due and owing. All sums due from the City to Oriana shall be payable within 30 days of receipt of the bill. All bills shall be itemized to the satisfaction of the City's Finance Director.

22. Oriana has the right to refuse services to any individual who it deems as dangerous, or so deficient as to mental capacity or emotional stability as to make that individual incapable of functioning within the program (i.e., not self-sufficient).

23. This written agreement constitutes the entire agreement between the City and Oriana. This agreement may be modified only by written agreement of both parties.

24. The City may terminate this agreement at its option or upon substantial failure of performance by Oriana with thirty (30) days written notice. Notice shall be sent by certified U.S. mail and shall be deemed sent when deposited in the U.S. mail. Any notices sent pursuant to this

Agreement shall be directed:

If to the City:

10455 Northfield Rd
Northfield, OH 44067
Attn.: Law Director

If to Oriana:

P.O. Box 1501
Akron, Ohio 44309-1501
Attn.: President

IN AGREEMENT WHEREOF, the parties set their hands this _____ day of _____, 2016.

VILLAGE OF NORTHFIELD:

ORIANA HOUSE, INC.

Jesse J. Nehez
Mayor



Bernard A. Rochford, Esq.
Executive Vice President

Date

3-7-16

Date

CERTIFICATE OF THE LAW DIRECTOR

Approved as to legal form.

Law Director

Date

CERTIFICATE OF THE FINANCE DIRECTOR

I hereby certify that the amount of money required to meet the City's obligations under this contact has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

Finance Director

Date

**ORIANA HOUSE, INC.,
ELECTRONIC MONITORING PROGRAM
FEE SCHEDULE**

NAME: _____				
CASEWORKER: _____				
DAYS SCHEDULED: _____				
START DATE: _____		RELEASE DATE: _____		
WEEKLY GROSS	<u>STANDARD EM SYSTEM</u>		<u>CELLULAR EM SYSTEM, GPS SYSTEMS SCRAM SYSTEM & REMOTE BREATH</u> (SCRAM up to \$13.00/day max) (RB up to \$8.00/day)	
INCOME	DAILY RATE	WEEKLY RATE	DAILY RATE	WEEKLY RATE
unemployed	\$ 1.00	\$ 7.00	\$ 3.00	\$ 21.00
\$1-\$75	\$ 1.50	\$ 10.50	\$ 5.00	\$ 35.00
76-150	\$ 3.00	\$ 21.00	\$ 7.00	\$ 49.00
151-225	\$ 5.00	\$ 35.00	\$ 9.00	\$ 63.00
226-300	\$ 7.00	\$ 49.00	\$ 11.00	\$ 77.00
300-375	\$ 9.00	\$ 63.00	\$ 13.00	\$ 91.00
376-450	\$ 11.00	\$ 77.00	\$ 15.00	\$ 105.00
451-525	\$ 13.00	\$ 91.00	\$ 17.00	\$ 119.00
526-600	\$ 15.00	\$ 105.00	\$ 19.00	\$ 133.00
601-675	\$ 17.00	\$ 119.00	\$ 21.00	\$ 147.00
			RESCHEDULING FEE: \$25.00	

- Client is unemployed and will pay \$1.00 / \$3.00 per a day. _____
(Circle One) (Client Initials)
- Client is employed and provided a copy of his/her pay stub. Client will pay \$ _____
per a day while on the Electronic Monitoring Program. _____
(Client Initials)
- Client is employed and failed to provide a copy of his/her pay stub. Client will pay \$17.00
per a day until a pay stub is provided. Failure to provide pay stub within 24 hours of intake
to the Electronic Monitoring program will result in suspension of work release privileges.

(Client Initials)

COMMENTS:

VILLAGE OF NORTHFIELD RESOLUTION NO. 2016-21

**AN EMERGENCY RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF
LINDA BOWEN TO THE RECREATION BOARD**

WHEREAS, there is presently a vacancy on the Recreation Board; and

WHEREAS, Section 12.01 of the Charter provides that Recreation Board members are appointed by the Mayor subject to confirmation by a two-thirds vote of those members elected to Council; and

WHEREAS, Linda Bowen is interested in being appointed to the Recreation Board, is an elector of the Municipality, and does not hold any other Municipal office; and the Mayor desires to appoint Ms. Bowen to the Recreation Board.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Mayor's appointment of Linda Bowen to the recreation Board is hereby and herein confirmed. The interim term to which Ms. Bowen is hereby appointed expires on February 22, 2017.

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and were in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield, for the reason that a vacancy on the Recreation Board exists and needs to be filled, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2016.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2016.

Tricia Ingrassia, Clerk of Council

VILLAGE OF NORTHFIELD RESOLUTION NO. 2016-22

AN EMERGENCY RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF
BEA GREENLEE TO THE RECREATION BOARD

WHEREAS, there is presently a vacancy on the Recreation Board; and

WHEREAS, Section 12.01 of the Charter provides that Recreation Board members are appointed by the Mayor subject to confirmation by a two-thirds vote of those members elected to Council; and

WHEREAS, Bea Greenlee is interested in being appointed to the Recreation Board, is an elector of the Municipality, and does not hold any other Municipal office; and the Mayor desires to appoint Ms. Greenlee to the Recreation Board.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Mayor's appointment of Bea Greenlee to the recreation Board is hereby and herein confirmed. The interim term to which Ms. Greenlee is hereby appointed expires on February 22, 2017.

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and were in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield, for the reason that a vacancy on the Recreation Board exists and needs to be filled, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2016.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2016.

Tricia Ingrassia, Clerk of Council

VILLAGE OF NORTHFIELD RESOLUTION NO. 2016-23
AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH LAWHON & ASSOCIATES, INC. TO PERFORM
ENVIRONMENTAL SITE TESTING ON THE 10435 NORTHFIELD ROAD PROPERTY

WHEREAS, in connection with the 60 day inspection period for the Village's pending acquisition of the 10435 Northfield Road property, the Mayor and Council desire to have a Phase I environmental site assessment and other testing conducted on the property; and

WHEREAS, the Village sought proposals for the requested work, Lawhon & Associates, Inc. ("Lawhon") is qualified to perform the work, and the Village feels that the proposal submitted by Lawhon was the lowest and best proposal provided.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby and herein authorizes the Mayor to enter into an agreement with Lawhon & Associates, Inc. to perform a Phase I environmental site assessment and other testing on the 10435 Northfield Road property that includes the specific tasks numbered 1, 2 and 3 in Lawhon's March 8, 2016 proposal in a maximum amount of \$4,840 pursuant to the terms and conditions set forth in that proposal. A copy of that March 8, 2016 proposal is attached hereto and incorporated herein by reference.

SECTION 2. That Council finds and determines that all formal actions of this Council and all deliberations of this Council and/or any committees that resulted in those formal actions concerning and relating to the passage of this Resolution were taken in meetings open to the public in compliance with the law.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield for the reason that the Village needs the work performed prior to the expiration of the inspection period set forth in the property acquisition agreement, and this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2016.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2016.

Tricia Ingrassia, Clerk of Council



Lawhon & Associates, Inc.

ENVIRONMENTAL CONSULTING AND ENGINEERING SERVICES

Columbus

Cleveland

Dayton

March 8, 2016

Mr. Brad Bryan
Director of Law
Village of Northfield
10455 Northfield Road
Northfield, Ohio 44067

Re: Proposal to Perform Environmental Services at 10435 Northfield Road in Northfield, Ohio

Dear Mr. Bryan,

Lawhon & Associates, Inc. (L&A) is pleased to present this proposal to perform a Phase I Environmental Site Assessment (ESA), hazardous materials assessment, and mold assessment at the above captioned facility.

Company Profile

L&A provides full-service environmental and engineering consulting services to solve environmental issues for the public and private sector. The company was established in 1985 in Columbus, Ohio and owes its success to a continuing policy of providing sound environmental technical solutions through the personal direction of the principals and staff. L&A is a **Woman-Owned Business Enterprise** with offices in Columbus, Cleveland and Dayton, Ohio. For more than 30 years, L&A has successfully completed thousands of projects ranging in size from \$500 to \$8.5 million in over 30 states and Canada. This vast experience has allowed L&A to develop the expertise to handle a diverse range of projects involving property transactions, environmental site investigations and remediation, environmental engineering solutions and indoor environmental quality (IEQ) issues including indoor air quality, microbial contaminants and asbestos. We are known for being responsive to our clients and for providing quality services in a cost effective and timely manner.

Technical Proposal

Task 1: Phase I ESA

L&A proposes to utilize properly trained and qualified personnel to complete the following Phase I ESA activities:

1. **Review & analyze** available property records for current and past uses. This review will **include** but is not limited to recorded deed records, Sanborn Fire Insurance Mapping and **past** City/County Street Directories.

2. Conduct interviews with persons knowledgeable about past and present uses of the subject site.
3. Review available aerial photography of the site and adjacent properties to establish and assess historical development of the subject site.
4. Review federal, state, and local lists of hazardous waste sites (designated & under construction) to determine if the subject property is listed, or if any neighboring sites with the potential to impact the subject sites are listed. Lists to be reviewed will include the National Priorities List, CERCLIS, RCRA, Registered USTs and Leaking USTs (LUST), and licensed solid waste facilities.
5. Contact city, county & state agencies for records of problems associated with the subject site.
6. Perform a detailed site investigation of the subject site to determine if there are any adverse environmental conditions present, and in an attempt to identify any hazardous materials at the site.
7. At the completion of the Phase I ESA, L&A will provide specific recommendations regarding Phase II activities, if necessary.

This effort is intended to produce an ESA that meets the requirements of ASTM E 1527. L&A will provide an electronic written report of findings upon completion of this effort. This effort will be completed within four (4) weeks of written authorization to proceed.

According to ASTM 1527 the following tasks are to be performed by the user. These tasks will help identify the possibility of recognized environmental conditions in connection with the property. These tasks do not require the technical expertise of an environmental professional and are generally not performed by environmental professionals.

1. Review Title and Judicial Records for Environmental Liens or Activity and Use Limitations (AULs). Any environmental liens or activity and use limitations shall be reported to the environmental professional. This practice (ASTM 1527/ A.A.I.) does not impose on the environmental professional the responsibility to undertake a review of recorded land title records and judicial records. The user should either engage a title company or title professional to undertake a review of reasonably ascertainable recorded land title records and lien records for environmental liens or activity and use limitations currently recorded against or relating to the property, or negotiate such an engagement of a title company or title professional as an addition to the scope of work to be performed by the environmental professional.
2. If the user is aware of any specialized knowledge or experience that is material to recognized environmental conditions in connection with the property, it is the user's responsibility to communicate any information based on such specialized knowledge or experience to the environmental professional. This should be communicated before the site reconnaissance.
3. If the user has actual knowledge of any environmental lien or AULs encumbering the property or in connection with the property, it is the user's responsibility to communicate

such information to the environmental professional. This should be communicated before the site reconnaissance.

4. In a transaction involving the purchase of a parcel of commercial real estate, the user shall consider the relationship of the purchase price of the property to the fair market value of the property if the property was not affected by hazardous substances or petroleum products. The user should try to identify an explanation for a lower price which does not reasonably reflect fair market value if the property were not contaminated, and make a written record of such explanation.
5. If the user is aware of any commonly known or reasonably ascertainable information within the local community about the property that is material to recognized environmental conditions in connection with the property, it is the user's responsibility to communicate such information to the environmental professional before the site reconnaissance.
6. The user shall make known to the environmental professional the reason why the user wants to have the ESA performed or, if the user does not identify the purpose of the ESA, the environmental professional shall assume the purpose is to qualify for an LLP to CERCLA liability and state this in the report.

Task 2: Hazardous Materials Assessment:

Conduct a site investigation to familiarize ourselves with the project area, assess suspected asbestos containing materials (ACMs) and other potential hazardous building materials which will be impacted during demolition. Accessible suspect asbestos containing materials will be analyzed for asbestos content via polarized light microscopy (PLM) at an accredited National Voluntary Laboratory Accreditation Program (NVLAP) laboratory. Once all of the suspect ACMs have been assessed and sampled, a report will follow. The report will include procedures, analytical results, estimated quantities, conclusions and recommendations.

Specifically, L&A will complete the activities outlined below:

1. Review any existing environmental reports and/or historical documentation.
2. Visually inspect accessible areas of the building which will be impacted for the presence of suspect asbestos containing materials and other potential hazardous materials, such as polychlorinated bi-phenyls (PCBs). L&A will utilize minimally destructive sampling activities. This effort does not include hidden or inaccessible materials, such as those located within walls, energized electrical systems or roofing materials
3. Sample accessible suspect materials for subsequent asbestos analysis. No other potential hazardous materials will be sampled as part of this task.
4. Quantify amounts of confirmed accessible ACMs, and identify other potential hazardous materials which may be impacted.

Task 3: Fungal Contamination Assessment

L&A will perform the following specific tasks:

1. Perform a visual inspection of accessible spaces. The inspection is intended to identify and quantify water damaged or mold-contaminated building materials and components. Destructive sampling may be employed, where necessary, to characterize the condition of materials hidden inside wall cavities. Photographs of significant conditions will be collected.
2. Collect moisture readings from water damaged substrates. Data will be obtained using non-penetrating direct read instrumentation.
3. Collect surface samples from suspect mold-contaminated materials. Up to five (5) tape, swab, or bulk samples will be taken from building material substrates to confirm the presence or absence of mold. These samples will be analyzed by direct microscopic examination.
4. Generate a report of findings. The reports will include the following information, where applicable:
 - Photographs illustrating significant building conditions.
 - Analytical results for parameters assessed.
 - Comparison of findings to industry standards and guidelines.
 - Remediation recommendations and cost estimates based on findings.

The testing activities proposed in this document will be conducted, where applicable, in accordance with procedures and methods provided by Occupational Safety and Health Administration (OSHA), National Institute of Occupational Safety and Health (NIOSH), the American Conference of Governmental Industrial Hygienists (ACGIH) and the American Industrial Hygiene Association (AIHA). All samples collected for analysis will be sent to third party laboratory accredited by AIHA.

Option 1: Air Sampling for Mold

If desired, L&A can also collect air samples for mold to evaluate if exposure concerns exist for those who enter the space and to characterize whether there is the potential for the HVAC system to have been contaminated. If authorized, L&A will collect up to three (3) indoor samples, along with two samples of outdoor air for the purpose of comparison. These samples will be collected on AllergencoD cassettes at breathing zone height using a calibrated pump. The samples will be analyzed by direct microscopic examination.

Proposed Fees

L&A proposes to perform the tasks outlined in this technical proposal for the lump sum fees presented on the following page:

Description	Fee
Task 1: Phase I Environmental Site Assessment	\$1,800.00
Task 2: Hazardous Materials Assessment	\$1,875.00
Task 3: Fungal Contamination Assessment	\$ 650.00
Total:	\$4,325.00
Option 1: Air Sampling for Mold	\$ 515.00
1. Task 2 includes the collection of 40 samples at \$15/sample. 2. Task 3 includes the collection of 5 samples at \$30/sample. 3. Option 1 includes the collection of 5 samples at \$40/sample.	

These estimates include all labor, equipment and analytical fees required to complete the scope of work described. *The Client will only be billed for the actual number of samples collected.*

Schedule

L&A can begin work on this project within one week of signed authorization to proceed. The Phase I ESA can be completed in four (4) weeks. The hazardous building materials assessment and fungal contamination assessment can be completed concurrently with the Phase I ESA. Samples will be processed by standard turnaround time (3-5 business days) unless otherwise directed. A written report of findings will follow within approximately two (2) weeks of receipt of analytical results.

Client Responsibilities

The Client is to provide L&A with the following prior to the site visit:

1. Floor plans and available architectural/mechanical drawings in electronic format.
2. Any existing environmental documentation.
3. A schedule of acceptable times during which L&A would be allowed on-site to conduct the work described.
4. A site contact and/or means to access all necessary areas for inspection and sampling.

General Conditions

All work is confidential and will be treated as such. One signed copy of this proposal will serve as our authorization to proceed. Exhibit A – General Conditions, attached hereto and incorporated herein by reference, are a part of this proposal. The proposal cost estimate is effective for a period of sixty (60) days.

If there are any questions, please telephone Mr. Trevor Berger or Ms. Karrie A. Bontrager at (614) 481-8600.

Sincerely,



Karrie A. Bontrager, LEED AP
Principal, Director of Environmental Services



Trevor Berger, LEED AP
Department Manager

Approved by:
for the Village of Northfield
Title
Date
Initial Approved Tasks Below
TASK 1: Phase I ESA _____
TASK 2: HBM Assessment _____
TASK 3: Fungal Assessment _____
Option 1: Air Sampling _____

Exhibit A

**GENERAL CONDITIONS for
Consulting Services**

NAME OF CLIENT: Village of Northfield

**PROJECT NAME: Environmental Services, 10435 Northfield
Road**

These General Conditions are a part of each agreement between Lawhon & Associates, Inc. (L&A) and its client for the performance of consulting services. In these General Conditions, the party for whom the services are performed is called "Client", and the written agreement between the parties, including these General Conditions, is called "this Agreement".

1.0 Services by L&A

- 1.1 Scope of Services; Standard of Care.** L&A will perform the services described in this Agreement and in any work release documents or change orders which are issued under this Agreement and signed by both parties. In performing the services, L&A will exercise the degree of care and skill ordinarily exercised by reputable companies performing the same or similar services at the same time in the same geographic area. L & A will not have any obligation to perform services not expressly described in this Agreement or in work release documents or change orders signed by L&A.
- 1.2 Estimates.** Any opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by L&A will represent its best judgment based on its experience and available information. However, Client recognizes that L&A has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or contractors' methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, L&A does not guaranty that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by L&A.
- 1.3 Hazardous Materials.** L&A's services do not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of petroleum or petroleum products (collectively called "Oil") or of any hazardous, toxic, radioactive or infectious substances, including any substances regulated under RCRA or any other federal or state environmental laws (collectively called "Hazardous Materials"). The discovery or reasonable suspicion of Hazardous Materials or hazardous conditions at a site where L&A is to perform services or of contamination of the site by Oil or Hazardous Materials not previously disclosed to L&A in writing shall entitle L&A to suspend its services immediately, subject to mutual agreement of terms and conditions applicable to any further services, or to terminate its services and to be paid for services previously performed.
- 1.4 Other Contractors.** L&A shall not have any duty or authority to direct, supervise or oversee any contractors of Client or their work or to provide the means, methods or sequence of their work or to stop their work. L&A's services and/or presence at a site shall not relieve others of their responsibility to Client or to others. L&A shall not be liable for the failure of Client's contractors or others to fulfill their responsibilities, and Client agrees to indemnify, hold harmless and defend L&A against any claims arising out of such failures.
- 1.5 Health and Safety.** L&A shall not be responsible for health or safety programs or precautions related to Client's activities or operations, Client's other contractors, the work of any other person or entity, or Client's site conditions. L&A shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client or others at Client's site. Client agrees to indemnify, hold harmless and defend

L&A to the fullest extent permitted by law against any and all claims resulting from or related to bodily injury or death arising out of such conditions or deficiencies or the actions or failure to act of others, regardless of whether L&A is claimed or deemed to have been negligent in connection therewith. So as not to discourage L&A from voluntarily addressing health or safety issues while at Client's site, in the event L&A does address such issues by making observations, reports, suggestions or otherwise, L&A shall nevertheless have no liability or responsibility arising on account thereof, and Client's indemnity set forth above shall apply to any claims arising therefrom.

- 1.6 Litigation Support.** L&A will not be obligated to provide expert witness or other litigation support related to its services, unless expressly agreed in writing. In the event L&A is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a proceeding to which it is not a party, Client shall reimburse L&A for its costs and compensate L&A at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.
- 1.7 Confidential Information.** Although L&A generally will not disclose without Client's consent information provided by Client or developed by L&A in the course of its services and designated by Client as confidential (but not including information which is publicly available, is already in L&A's possession, or is obtained from third parties), L&A shall not be liable for disclosing such information if, in good faith, it believes such disclosure is required by law or is necessary to protect the safety, health, property or welfare of the public. L&A shall notify Client (in advance, except in emergency) of any such disclosure..
- 1.8 No Warranty.** NO WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

2.0 Responsibilities of Client

- 2.1 Client requirements.** Client, without cost to L&A, shall:
- 2.1.1** Designate to L&A in writing a person to act as Client's representative with respect to the services.
 - 2.1.2** Provide or arrange for access and make all provisions for L&A to enter any site where services are to be performed.
 - 2.1.3** Furnish L&A with all available information pertinent to the services.
 - 2.1.4** Furnish L&A with all relevant information about site conditions and with topographic, property, boundary and right-of way surveys, as needed.
 - 2.1.5** Furnish L&A with all approvals, permits and consents from government authorities and others as may be required for performance of the services.
 - 2.1.6** Notify L&A promptly of all known or suspected Hazardous Materials at the site, of any contamination of the site by Oil or Hazardous Materials, and of any other conditions requiring special care, and provide L&A with any available documents describing the nature, location and extent of such materials, contamination or conditions.
 - 2.1.7** Comply with all laws and provide any notices required to be given to any government authorities in connection with the services, except for such notices L&A has expressly agreed in writing to give.

- 2.1.8 Inform the Owner of the site (if different from Client) of any contamination by or release of Oil or Hazardous Materials at the site.
- 2.2 **Hazards.** Client represents and warrants that it does not have any knowledge of Hazardous Materials or unusually hazardous conditions at the site or of contamination of the site by Oil or Hazardous Materials, except as expressly disclosed to L&A in writing.
- 2.3 **Confidentiality.** Client acknowledges that any technical or pricing information contained in this Agreement or provided by L&A is confidential and proprietary to L&A and agrees not to disclose it or otherwise make it available to others without L&A's express written consent.
- 2.4 **Documents.** All reports, notes, calculations, data, drawings, estimates, specifications and other documents and computerized materials prepared by L&A are instruments of L&A's services and shall remain L&A's property. Documents or computerized materials provided to Client are for Client's use only for the purposes disclosed to L&A, and Client shall not transfer them to others or use them or permit them to be used for any extension of the services or any other project or purpose for which they were not prepared, without L&A's express written consent.

3.0 Changes; Delays; Excused Performance

- 3.1 **Changes.** Unless this Agreement expressly provides otherwise, L&A's proposed compensation represents its best estimate, taking into account the costs, effort and time it expects to expend in performing the services as it currently understands them to be, based on its reasonable assumption of the conditions and circumstances under which the services will be performed. As the services are performed, conditions may change or circumstances outside L&A's reasonable control (including changes of law) may develop which would require L&A to expend additional costs, effort or time to complete the services, in which case L&A will notify Client and an equitable adjustment will be made to L&A's compensation and the time for performance. In the event conditions or circumstances require the services to be suspended or terminated, L&A shall be compensated for services previously performed and for costs reasonably incurred in connection with the suspension or termination.
- 3.2 **Force Majeure.** L&A shall not be responsible for any delay or failure of performance caused by fire or other casualty, labor dispute, government or military action, transportation delay, inclement weather, Act of God, act or omission of Client or its contractors, failure of Client or any government authority timely to review or to approve the services or to grant permits or approvals, or any other cause beyond L&A's reasonable control, and L&A's compensation shall be equitably adjusted to compensate it for any additional costs it incurs due to any such delay.

4.0 Compensation

- 4.1 **Rates.** Unless otherwise agreed in writing, L&A shall be compensated for its services at its standard rates and shall be reimbursed for costs and expenses (plus reasonable profit and overhead) reasonably incurred in its performance of the services.
- 4.2 **Invoices.** L&A may invoice Client on a monthly or other progress-billing basis. Invoices are due and payable upon receipt by Client. On amounts not paid within 30 days of invoice date, Client shall pay interest from invoice date until payment is received at the rate of 1.5% per month or, if less, the maximum rate allowed by law. If Client disagrees with any portion of an invoice, it shall notify L&A in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, and shall pay the portion not in dispute.

- 4.3 Suspension, etc.** If payment is not received within 45 days of the invoice date, L&A may upon 7 days' notice suspend or terminate the services and receive compensation for services previously performed and for costs reasonably incurred in connection with the suspension or termination.
- 4.4 Collection.** Client shall reimburse L&A for its costs and expenses (including reasonable attorneys' and witnesses' fees) incurred in any litigation for collection under this Agreement in which L&A obtains a judgment in its favor.
- 4.5 Taxes, etc.** Unless expressly agreed in writing, L&A's fees do not include any taxes, excises, fees, duties or other government charges related to the goods or services provided under this Agreement, and Client shall pay such amounts or reimburse L&A for any amounts it pays. If Client claims that any goods or services are subject to a tax exemption, it shall provide L&A with a valid exemption certificate.

5.0 Insurance; Dispute Resolution; Allocation of Risk

- 5.1 Insurance.** L&A will maintain Workers' Compensation insurance as required by law; employers' liability, comprehensive general liability and automobile liability insurance each with coverage of at least \$1 million per occurrence; and, professional liability insurance with coverage of at least \$1 million per claim; and upon request will furnish insurance certificates to Client. L&A will purchase additional insurance if requested by Client, provided the insurance is reasonably available from carriers acceptable to L&A and Client reimburses L&A for its cost.
- 5.2 Disputes.** If a claim or dispute arises out of this Agreement or its performance, the parties agree to endeavor in good faith to resolve it equitably through negotiation or, if that fails, through nonbinding mediation under the rules of the American Arbitration Association, before having recourse to the courts. However, prior to or during negotiations or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitations; and, L&A may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.
- 5.3 Indemnification.** For separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Client agrees to indemnify, hold harmless and defend L&A from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which L&A may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local, state or federal laws, regulations or orders, or any other damages claimed by third parties (collectively, "Damages") based on or arising in whole or in part out of L&A's performance under this Agreement or out of Client's violation of law or breach of this Agreement; provided, however, that Client shall not be obligated to indemnify L&A to the extent such damages are caused directly by L&A's negligence or willful misconduct.
- 5.4 Indemnification regarding Hazardous Materials.** Client acknowledges that L&A does not have any responsibility for preexisting Oil and Hazardous Materials at the site, or for their previous detection, monitoring, handling, storage, transportation, disposal or treatment, that L&A's compensation is not commensurate with the unusually high risks associated with such materials, and that insurance is not reasonably available to protect against such risks. Therefore, for the same consideration and in addition to the indemnification provided in Section 5.3, Client agrees to indemnify, hold harmless and defend L&A to the fullest extent permitted by law against all Damages arising out of or related to any Oil or Hazardous Materials located at or removed from the site, including

Damages such as costs of response or remediation arising out of the application of common law or statutes such as CERCLA or other "Superfund" laws imposing strict liability or Damages arising out of L&A's negligence; provided, however, that Client shall not be required to indemnify, hold harmless or defend L&A to the extent such Damages are caused directly by L&A's gross negligence or willful misconduct.

- 5.5 Limitation of Liability.** L&A's aggregate liability for all claims arising out of this Agreement or out of any goods or services furnished under this Agreement, whether based in contract, negligence, strict liability, agency, warranty, trespass, indemnity, or any other theory of liability, shall be limited to \$100,000 or the total compensation received by L&A from Client under this Agreement, whichever is greater. In no event shall L&A be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if L&A has been advised of the possibility of such damages.
- 5.6 Employee Injury.** Client agrees not to implead or to bring an action against L&A based on any claim of personal injury or death occurring in the course or scope of the injured or deceased person's employment with L&A and related to the services performed under this Agreement.
- 5.7 Defense.** Any defense of L&A required to be provided by Client under this Agreement shall be with counsel selected by L&A and reasonably acceptable to Client.

6.0 Miscellaneous Provisions

- 6.1 Notices.** Notices between the parties shall be in writing and shall be hand delivered or sent by certified mail or acknowledged telefax.
- 6.2 Assignment, etc.** Neither Client nor L&A shall assign or transfer any rights or obligations under this Agreement, except that L&A may assign this Agreement to its affiliates and may use subcontractors in the performance of its services. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than Client and L&A, without the express written consent of both parties. The relationship between Client and L&A is that of independent contracting parties, and nothing in this Agreement or the parties' conduct shall be construed to create a relationship of agency, partnership or joint venture.
- 6.3 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- 6.4 Headings.** The headings in this Agreement are for convenience only and are not a part of the agreement between the parties.

Entire agreement, etc. The written document, of which these General Conditions are a part, is the entire agreement between the parties, and supersedes all prior agreements. Any amendments to this Agreement shall be in writing and signed by both parties. In the event of an inconsistency between these General Conditions and any other writings which comprise this Agreement, the other writings shall take precedence.

**VILLAGE OF NORTHFIELD RESOLUTION NO. 2016-24
AN EMERGENCY RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO
ENTER INTO A CONTRACT WITH A REGIONAL COUNCIL OF GOVERNMENTS
FOR THE PROVISION OF ADMINISTRATION AND COLLECTION OF MUNICIPAL
INCOME TAX STARTING WITH THE 2017 CALENDAR YEAR**

WHEREAS, a Regional Council of Governments was created pursuant to Chapter 167 of the Ohio Revised Code to foster cooperation between municipalities; and

WHEREAS, the creation of a Regional Council of Governments was primarily to establish a central collection facility (Regional Income Tax Agency) for the purpose of administering the income tax laws of the various participating member communities.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Council of the Village of Northfield hereby and herein authorizes and directs the Mayor to enter into the attached Agreement for Participation in a Regional Council of Governments for the administration and collection of the Village's income taxes, starting with the 2017 calendar year. Council also hereby directs the Mayor to terminate the Village's agreement with the Central Collection Agency as of the conclusion of the 2016 calendar year.

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and were in compliance with all legal requirements.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield, for the reason that sufficient time is needed for the transition to RITA, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2016.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2016.

Tricia Ingrassia, Clerk of Council

**AGREEMENT FOR PARTICIPATION IN
A REGIONAL COUNCIL OF GOVERNMENTS**

This Agreement is made and entered into by and between certain municipal corporations in Cuyahoga County, Ohio, and other Ohio counties, who have become parties to this Agreement by causing either this Agreement or an identical copy of it to be signed by an officer duly authorized by the legislative authority of such municipal corporation.

WITNESSETH

The parties to this Agreement, wishing to participate in a Regional Council of Governments pursuant to Chapter 167 of the Ohio Revised Code, consisting of the municipal corporations who are parties to this Agreement, agree as follows:

I. NAME

The name of the Regional Council is "Regional Council of Governments."

II. PURPOSE

The purpose of the Council established is to foster cooperation between municipalities through sharing of facilities for their common benefit. This includes the establishment of a central collection facility for the purpose of administering the income tax laws of the various municipal corporations who are parties hereto and for the purpose of collecting income taxes on behalf of each such municipal corporation, doing all things allowed by law to accomplish such purpose.

III. ADMINISTRATIVE AUTHORITY

The Council is established and administered in the following manner:

A. Each municipal corporation which is a party to this Agreement has one (1) representative to a Council of Governments, who shall be appointed by the Chief Executive with the approval of City Council. Each municipal corporation shall similarly designate an alternate who may act in place of the representative in his absence.

B. Each member of the Council shall be entitled to one (1) vote on each item under consideration. Voting shall be done by members or alternates personally present and no proxy or absentia voting shall be allowed.

C. The Council shall elect a President, Secretary and Treasurer and such other officers as the Council may desire. All officers shall hold office for a term of one (1) year or until a successor is elected and qualified. Officers shall serve without compensation. The Council shall have the authority to adopt its own rules and by-laws to govern its proceedings.

IV. MUNICIPAL TAX COLLECTION AGENCY

The Council has established a "Municipal Tax Collection Agency" for the collection of municipal income tax revenues on behalf of the member municipalities.

A. The Agency hereby established shall be administered by a Board of Trustees composed of nine (9) persons, at least six (6) of whom shall be officers or employees of participating municipalities. Effective July 1, 1973, these nine (9) persons shall be divided into three groups of three persons each who shall serve overlapping terms. Three members shall be elected for a term of one (1) year, three members elected for a term of two (2) years, and three members elected for a term of three (3) years, beginning July 1, 1973. Thereafter as the terms of each group expire, three Trustees shall be elected for succeeding terms of three (3) years each. A majority of the Trustees shall constitute a quorum and affirmative action may be taken only by a majority of all the members elected to the Board of Trustees. The Trustees shall select annually one of its members to serve as Chairman, one to serve as Vice-Chairman, one to serve as Secretary, and one to serve as Treasurer. Trustees shall serve without compensation.

The Board shall establish its own by-laws which shall include the following:

1. Provision for regular and special meetings.
2. Provision for minutes of all Board meetings to be mailed to all Council representatives and to the Advisory Committee.

B. The members of the Board of Trustees shall be elected in the following manner. Each Municipal member of the Council of Governments may nominate an individual to serve on the Board. Such individual need not necessarily be a representative to the Council or an employee of the municipality which nominates him. The nominees will then be voted on by the Council with each representative having one vote for each vacancy on the Board. The number of nominees receiving the highest votes corresponding to the number of vacancies on the Board shall be deemed to have been elected to the Board by the Council, provided, however, that they receive at least thirty percent (30%) of the votes of those present and voting and subject to the provisions of Paragraph A herein above. If any one or more of the members so-elected does not receive thirty percent (30%), this election shall be void and a run-off election shall be held.

C. Any Trustee may be removed from office by the affirmative vote of two-thirds (2/3) of all the members of the Council at any regular or special meeting. In the event of the removal or resignation of any Trustee from office, the Council shall proceed immediately to elect his successor for the balance of his term.

D. The Board of Trustees shall be authorized to administer and enforce the income tax laws of each of the participating municipal corporations, party to this agreement, as its agent as set forth in the various ordinances. Each municipal corporation, however, retains its right to administer and enforce its own income tax laws coincidentally with the Board.

E. Said Board shall employ an Administrator and such assistants as it deems necessary to fulfill these obligations and the Board may delegate such of its duties, responsibilities and authority as it deems advisable to the Administrator. In addition to the duties and responsibilities required by the various Ordinances, the Board of Trustees, through its Administrator, shall be responsible for, but not limited to the following functions as hereinafter defined:

1. Compiling and furnishing taxpayer lists, which shall be revised, corrected, and re-issued annually.
2. Tax Forms shall be designed, provided, distributed and processed.
3. Billing of taxpayers, except accounts which are delinquent for a period of more than one (1) year shall also be forwarded to the participating government, which has jurisdiction of the subject matter for further action. Upon a request from such participating government, any extraordinary costs incurred by it in collecting delinquent accounts may be charged against the distribution of each participating government which benefits from said collection.
4. Examining and auditing income tax returns and records.
5. Notifying taxpayers of payments due and delinquencies.
6. Disbursing income tax collection to the various participants, as hereinafter provided.
7. Assembling a data processing bank of tax information and tax records. In this connection, the Board of Trustees is authorized to acquire the necessary equipment, by lease or purchase, and to engage the necessary personnel to assemble and maintain this data, and to charge the costs thereof in accordance with sound accounting principles and practices. Said costs shall be prorated to the participating governments in the manner hereinafter set forth in the allocation of costs. The Board of Trustees may also prorate to all the participants over a period of years the costs of major expenditures.

V. RESPONSIBILITIES OF THE PARTICIPANTS

A. Each of the participants in the Regional Council agrees to cooperate insofar as it is practicable to do so with the Board of Trustees or its employees in the following matters:

1. The adoption of compatible income tax provisions and rules and regulations for collection.
2. The granting of full faith and credit to the provisions of the other participants' ordinances and the implementation of such provisions where possible.
3. Furnishing of information or assistance which may be necessary to the successful operation of the Municipal Tax Collection Agency, including the requiring of wage withholding by employers within its jurisdiction for employees living within the jurisdiction of some other participating community.
4. The interchange of tax information and records necessary to the allocation of costs of the Agency or enforcement of its rules and regulations.
5. Sponsoring legal action necessary and desirable for the enforcement of the individual tax ordinances, including legal action necessitated due to audit procedures.

VI. ALLOCATION OF COSTS

A. Each participant to this Agreement agrees to share the costs of establishing this Regional Council of Governments and the Municipal Tax Collection Agency by contributing to the Agency that amount of money which bears the same proportion to the cost of such establishment as the 1970 Income Tax Revenues of the participating community bears to the 1970 Income Tax Revenues of all participating communities. At the initial meeting of the Council of municipal representatives, the Council shall determine the estimated cost of such establishment and each participating municipality agrees to forthwith contribute its share. In the event that such estimate is inadequate, each participating community agrees to take further action to supplement its contribution. Any funds not required shall be returned to the participating community or credited against its future costs of collection.

B. Any municipality which subsequently chooses to join the Council of Governments and to participate in the Municipal Tax Collection Agency shall be required to pay its proportionate share of the costs of establishment computed on the same basis used to compute the shares paid by the original members, as determined by the Board of Trustees, into the general operating fund of the Agency.

C After deduction of direct charges made to municipalities which request special information or extraordinary service, the remaining actual costs of tax collection shall be shared by the participants in the Agency according to the following formula:

1. The total cost of the Tax Collection Agency shall be multiplied by a factor consisting of the number of transactions processed for such participants as the same relates to the total number of transactions processed by said Agency.
2. Total cost of the Agency shall be multiplied by a factor consisting of the participant's percentage share of the total receipts collected by the Agency.
3. Add step 1 and step 2.
4. The sum of steps 1 and 2 (step 3) shall be divided by two and the figure so derived shall represent the participant's total cost.

This formula may be exemplified by the following equations:

Step 1.
$$\frac{\text{Total Cost} \times \text{No. of Participant's Transactions}}{\text{Total Number of Transactions}} = \$ \underline{\hspace{2cm}}$$

Step 2.
$$\frac{\text{Total Cost} \times \text{Participant's Total Receipts}}{\text{Total Agency Receipt}} = \$ \underline{\hspace{2cm}}$$

Step 3.
Add Step 1 and 2. $= \$ \underline{\hspace{2cm}}$

Step 4.
Divide Step 3 by 2. Participant's Cost $= \$ \underline{\hspace{2cm}}$

5. The term "Transaction" as used in the above formula includes any activity related to the processing, auditing and handling of forms or communications, the same to be weighted by an experience factor.

VII. DISTRIBUTION OF MONEY

A. The Board of Trustees shall keep all monies collected hereunder in the manner provided by law in a segregated and separate bank account. They shall keep records showing the amount of all income tax monies received by them together with all increments, additions and investment interest thereto. The Board of Trustees shall as far as practicable invest all monies received by them and the interest thereby received shall apply to reduce the total cost of operation of the Agency without regard to any allocation of such interest in participating municipalities.

B. On or before the tenth business day after the end of each month, the Board of Trustees shall settle with the participants for all monies collected by said Board on the participants' behalf, so far as this money can be identified and allocated to the proper participants together with any adjustments thereof. In the event that the monies collected by the Board of Trustees cannot be identified and therefore allocated, said Board shall distribute to the participant said monies with the next immediate monthly payment, after identification and allocation can be made. The Board of Trustees shall retain five percent (5%) of any tax monies to be distributed to the participant to apply toward each participant's respective share of the cost of the operation of the Municipal Tax Collection Agency. The Board of Trustees shall have the authority to amend or adjust the withholding percentage to reflect any changes in the cost of the administration of the Agency as revealed by the annual audit. Disbursements shall be made to all participants at the same time and at the same percentage.

C. At the end of the year, if the cumulative amount withheld from each monthly distribution of any participant shall exceed such participant's share of the annual cost of the operation of the Agency such excess shall be refunded to the respective participant. However, if the cumulative amount held from each distribution for any participant shall be less than such participant's share of the annual cost of the operation of the Agency, such deficiency shall be assessed against the respective participant. The distribution of tax monies to any participant shall be adjusted to reflect any such overpayment or deficiency.

VIII. ANNUAL AUDIT

The Board of Trustees shall cause an annual audit to be made of the operations of the Municipal Tax Collection Agency by an independent Certified Public Accounting firm of their choice for the purposes of verifying the correctness of all accounting procedures employed, all distributions of funds made, allocation of all costs and all reports submitted to the participants. The expenses of such audit shall be part of costs of the administration of the Municipal Tax Collection Agency. Copies of the audit in its entirety shall be furnished to all participants.

IX. BOARD OF REVIEW DECISIONS

A. It shall be the prerogative of the Board of Review of each of the parties hereto to make rulings and to decide appeals from all questions arising in their respective jurisdictions. Copies of all said rulings and opinions shall be filed with the Board of Trustees of the Agency.

B. The parties agree to the extent practicable to consider any prior decision on file with the Board of Trustees on similar questions rendered by the Board of Review of any party. Furthermore, the Board of Trustees shall have the right to request a re-hearing before any Board of Review that renders a decision which they deem incompatible with the operation of the Municipal Tax Collection Agency.

X. ADVISORY COMMITTEE

An Advisory Committee shall be established for the purpose of consulting and advising the Board of Trustees on problems of mutual interest to the participants. Such Advisory Committee shall consist of the respective tax administrators of the participants. Said Committee shall meet at least once a month in the office of the Agency or at any such time as a majority of the members of such Committee shall designate.

XI. CANCELLATION OF THE AGREEMENT

A. Any participant may withdraw from this Agreement for the operation of a Municipal Tax Collection Agency provided, however, that any such withdrawal shall be effective only on December 31st of any given year, and shall be preceded by written notice of withdrawal delivered to the Board of Trustees by registered mail or by personal service not later than July 1, prior to the effective date of such withdrawal. In the event that any participant should repeal its income tax ordinance, the obligations of this Agreement relative to auditing and distribution of funds shall continue in effect until final settlement has been made for all monies collected for the participant, prior to the effective date of such repeal.

B. In the event of the withdrawal for any reason by any participant, such information and records which have been created shall be returned by the Board of Trustees to the respective participant or alternate agency, if so directed, within a reasonable time after settlement has been made. All other rights, titles or interests of the participant to any of the property of the Agency arising out of this Agreement or otherwise, shall be deemed to be forfeited by such withdrawing participant.

C. This Agency may be dissolved by a majority of the parties hereto and in such an event, the Board of Trustees shall liquidate all of the assets of the Agency, pay all outstanding debts and distribute the remaining funds to the participants in the proportion that they share the total cost of the Agency as provided in Article VI.

XII. ADDITIONAL MEMBERS OF THE COUNCIL

In the event any municipality files an application to become a member of this Council of Governments, agreeing to abide by all of the terms and conditions set forth in this Agreement, and such application is approved by members of the Board of Trustees at any regular or special meeting, thereafter, such municipality shall be entitled to representation in the same manner hereinbefore provided for other municipalities.

(Adopted at the Regional Council of Governments Meeting of June 21, 2006/July 18, 2006 as reported at the Regional Income Tax Agency Board of Trustees Meeting July 20, 2006. Effective immediately).

XIII. ADDITIONAL ACTIVITIES

In the event that the Regional Council of Governments shall determine at any time to undertake cooperative activities other than the collection of municipal income taxes, no municipal corporation party to this Agreement shall be required to participate in the administration or cost of such activity without its prior consent. This section may be amended only through unanimous consent of the legislative bodies of all member municipal corporations.

XIV. AMENDMENTS

Except as provided in Article XIII above, this Agreement may be amended by majority vote of all members of the Regional Council of Governments at any regular or special meeting, provided copies of such proposed amendments are mailed to all members not less than thirty (30) days prior to such meeting.

XV. SEVERABILITY

In the event any part or portion of this Agreement shall be found to be contrary to law and thereby held to be null and void, all other provisions of the Agreement shall remain in full force and effect, and shall not be otherwise affected by any such ruling, finding or decision.

XVI. FACILITIES

Pursuant to R.C. 167.04, the Regional Council of Governments adopted the following by-law and amendment.

- A. This Regional Council of Governments is authorized, by and through its governing Board, the 9-member Board of Trustees, to purchase, lease, or construct, or otherwise provide for, facilities to house the operation of the Regional Income Tax Agency as authorized by R.C. 167.05. Any such action requires the affirmative vote of not less than 2/3 of the members elected to the Board.

- B. This by-law adopted April 8, 1997 and effective immediately.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date indicated by signing this Agreement or identical copies of same.

Village/City of _____

Authorized by Ordinance No. _____

Effective Date of Ordinance _____

By _____

Name Title

By _____

Name Title

Date _____

Effective Date of Collection _____

ACCEPTED

R.C.O.G. President

Date _____