



COMMITTEE WORK SESSION FEBRUARY 17, 2015

Committee Members Present: Scott Pelot-Excused
 Dennis McGlone
 Danny Grether
 Dennis Pierson
 Paul Tousley
 Charlotte Whipkey
 Rich Rodgers

Also Present: Mayor Mike Zita
 Valerie Wax Carr
 Ron Messner
 Justin Markey
 Karla Richards
 Ann Campbell

The Committee Work Session convened on Monday, February 17, 2015 at 7:00 PM, in the Council Chambers of the Safety Administration Building. The meeting was called to order by Rick Rodgers, President of Council. Following a salute to the flag and the Pledge of Allegiance, there was a moment of silent prayer.

General Topics of Discussion:

In Site-DB Hart Presentation Community Reinvestment Corp.

Mr. Grether turned this discussion over to Mrs. Carr for the introduction and details. Mrs. Carr had invited them to attend several weeks ago. Mrs. Carr stated we have two (2) presentations that compliment each other. In Site and DB Hart will present their overviews of the CRA and that Jennifer Syx was here from In Site Development which may also be able to assist in the discussions regarding the Planning Director position and Mrs. Carr suggested we at least put them on a contractual basis in the interim with the city's direction as far as filling this position. Mrs. Carr noted the steps with a Community Investment Corporation in efforts to move forward. Mrs. Carr noted that DB Hart will also present and they were involved with the 2006 Master Plan, and Mr. Hart is present for their discussion. Mrs. Carr noted there is no pending legislation with either of these issues. Ms. Syx introduced her counterpart, Mr. Jordan Warfield. Her company was developed in 2014 to help communities develop. Ms. Syx provided everyone with a power point presentation, (see attached). Ms. Syx stated what they suggest is developing the entire city as a CRA with commercial and industrial, no residential.

Mrs. Carr added that when she originally sat down with Ms. Syx it was evident that the zoning in Norton is a hodge podge and all over the place which is why we felt it was best to have the entire City be determined a CRC, which is what most cities are doing. Ms. Syx discussed the aspects of a revenue share with the School district if new payroll exceeds \$1 million dollars and the City would share in that revenue. Ms. Whipkey asked about the properties involved with a JED and Ms. Syx stated that would need to be reviewed. Ms. Syx stated once the city receives CRC that is an excellent marketing tool to be used to bring in businesses to your community. Ms. Whipkey stated this sounds similar to a TIF and Ms. Syx stated that a TIF is more for public improvements and a CRC benefits residential property. The companies pay a fee of \$500.00 annually to the City of Norton and it is specific to be used for economic develop purposes and can be used to market the CRA. Mr. Grether asked if the business fails to uphold their end of the deal what happens? Ms. Syx stated if they have not met their numbers, you really don't want to kick them while they are down, you would want to grant a 1 yr extension and the TIRC Board has the authority to reduce their abatement. Ms. Whipkey asked how long have CRA's been around and Ms. Syx replied that the CRA's have been around since 1994. Ms. Whipkey asked if there are penalties if the business fails to reinvest it perform and Ms. Syx stated that would be very unlikely, they will want to stay because of the incentives and she has never seen this happen. Mr. Pierson asked for a copy of the presentation and Ms. Syx stated she would get a copy to Mrs. Carr. Mr. Grether also noted that if Council has any questions to direct them to Mrs. Carr to forward to Ms. Syx. Mr. Rodgers asked about the notification with the school and if they can reject it or sue the City? Ms. Syx replied they cannot sue the City. Mrs. Carr stated that although she has not had extensive discussions with the School, they are aware of this and are in support as this is another tool the City has to implement. Mrs. Carr distributed the original proposal from Mr. Hart from the 2014 Cleveland-Massillon Road Corridor study that does have some revisions and if we retain In Site there would be further revisions. Mr. Kevin Kerns, 3732 Golf Course Drive, Norton, Ohio asked if a CRA would change the zoning and Mrs. Carr replied no. Mr. Kerns asked how the development of CRA would impact the residential properties? Mr. Grether we have to currently look at the zoning code and there are some residential homes in a B2 district. The CRA does not have the authority to change our zoning; that falls to the Planning Commission and the BZA. Mr. Grether reminded everyone the City of Norton maintains control here. Mr. Kerns was mostly concerned that the residents in a commercial area would not be forced to pay higher taxes. Mr. Hart stated he merged with CT to assist them in their planning needs and explained his history with DB Hart and CT Consultants. Mr. Discussed the Cleveland Massillon Road Corridor and the important impact this can have. Mr. Hart expounded on the results of the study, the strengths and weaknesses, tax revenue potential, etc. There would be a process of identifying all of the possibilities, the objectives and the alternatives. They would propose joint meetings with the Planning Commission and Council and of course would all be open to the public and outline a plan for a land use concept that lays it all out. Mr. Hart also noted another option to develop zoning text amendments for the future and his firm would prepare some of those proposals. Mr. Hart reiterated Mr. Grether's statement that this proposal would not change any zoning laws, which is determined by the Planning & Zoning Commission.

Mr. Rodgers asked Mr. Hart if he really knew what zoning would be best in this area and Mr. Hart declined at this point and deferred that for after a study. Mr. Hart stated there many factors that need to be looked at. You will have a wider road, the school moving you will now have better growth that we did not see in the past. There are also marketing factors that also need to be considered. Mr. Hart stated that even in his blueprint required zoning changes the City may not want to rezone that area all at once. Mrs. Carr stated as we formulate these plans we need to keep the school in discussions since they own a lot of this property. Mrs. Carr noted she has only spoken with the school initially and they have not made a decision as to what they want to do with the practice field. The City has encouraged them to put this property up for sale. Mrs. Carr asked Council if they were supportive on this and if so she could have legislation prepared. Mr. Rodgers stated this subject would continue for discussion for the next work session and hold off on legislation. Mr. Grether moved to have legislation prepared for that next work session, seconded by Mr. McGlone. Ms. Whipkey asked if In Site and DB Hart are the only ones we are looking at? Mrs. Carr replied that DB Hart/CT Consultants have done work with us in the past and can work off of that. Mrs. Carr noted that although In Site is a newer company, Ms. Syx has extensive knowledge on Planning and has consulted with many other communities. Mr. Tousley asked if we would have a first reading next Monday and Mr. Grether replied no, this is just a work session. Mr. Pierson expressed concerns with moving forward on this and that the School has not been brought into this discussion.

Roll Call: Yeas: Grether, McGlone, Pierson, Tousley, Rodgers
Nays: Whipkey

Motion passed 5-1.

Appointments to Boards & Commissions

Mr. Tousley discussed the several reappointments, the Resolution of appreciation for Mr. Courson, and one (1) new appointment for Mr. Prather. Mayor Zita noted that his office had sent out notices to all Boards and Commissions members last week to attend this evening and noted that Mr. Don Welch and Mr. Prather were both present. Mr. Pierson asked Mr. Welch what he felt was his first responsibility on the Board and Mr. Welch replied to maintain the current codes and regulations as set by the Council. Mr. Welch stated that when the public comes to us that are asking for a change in the current situation and they must prove to us the need, and we have to determine their need and if it is justifiable and if will affect the surrounding properties. This is what we make our decision on and we always welcome comments from the neighbors. Mr. Pierson asked on a percentage basis what is more important as far as the input from the City of the people living in that area? Mr. Welch stated he recalled having about five (5) residents come to the public meetings since he has been on the Board. Mr. Welch stated he would like to have more public involvement on issues. Mr. Pierson asked Mr. Welch if he was involved in the rezoning of The Fathers House and Mr. Welch replied no. Mr. Tousley asked Mr. Prather to step forward and noted that Mr. Prather had served our Country and thanked him for his service. Mr. Tousley asked why Mr. Prather wanted to serve.

Mr. Prather stated he wants to be able to help people and achieve their potential and may have aspirations to possibly serve on City Council someday. Mr. Prather stated he has a strong desire to serve, and he was instrumental in making some changes while serving our Country. Ms. Whipkey noted his expertise in the cemetery business, and can appreciate that experience which will be very helpful to the Board. Mr. Prather stated his experience to help families and the pressures they can be under and thought his experience would help in this aspect. Mr. Tousley asked if Mr. Courson was contacted about when to receive his appreciation, and Mayor indicated he has not responded back as of yet. Mayor Zita suggested moving ahead with his resolution. Mr. Tousley moved to place Res. #14-2015 through Res. #20-2015 on Councils next agenda for a first reading, seconded by Ms. Whipkey.

Roll Call: Yeas: Tousley, Whipkey, McGlone, Grether, Pierson, Rodgers
Nays: None

Motion passed 6-0.

Safe Routes To Schools

Mr. Grether explained that this program is a federal program that is managed at the State level for safe walkways to the schools. Mrs. Carr noted this is an 80/20 split and our portion is \$73,736.00 and the deadline application is due by March 2, 2015. Mr. Tousley asked for clarification on the funds having been already included in previous estimates. Mrs. Carr explained that as part of the overall GPD contract this is a portion of total project. Mrs. Carr stated we have been making some payments on some improvements but not part of the sidewalks. Mr. Tousley asked how did we get to that estimate of \$368,680.00 and Mrs. Carr noted these were probably engineering estimates. Mr. McGlone asked if sidewalks on both sides of the road and Mrs. Carr noted it's for both sides. Ms. Whipkey asked if the sidewalks are assessed to the residents, and Mrs. Carr noted she would look into that and get back to Council. Mr. Rodgers asked if it seems like this approval is looking like this would be approved, especially with the schools. Mr. Grether noted that on the ODOT website DOT.gov there was an extensive information. Mr. Grether noted a typo in the heading on the drafted legislation and Mr. Markey noted this would be corrected. Mr. Grether moved to place this on Councils next agenda for waiving readings, with emergency first reading, seconded by Mr. Rodgers.

Roll Call: Yeas: Grether, Rodgers, McGlone, Pierson, Tousley, Whipkey
Nays: None

Motion passed 6-0.

2015 Road Program with Summit County

Ms. Whipkey stated that the County has recommended several roads and the crack seal process for Johnson Road from Hametown Road to Medina Line Road; Summit Road from Barber Road to the Barberton Corporation line; Gardner Blvd. from Hawthorne to the Barberton Corporation line.

Ms. Whipkey asked where Hawthorne Road runs and Mr. Grether explained it's near the former Cristo's and Sweet Henry's. Mayor Zita noted that he did not believe there is to be any crack sealing as Ms. Whipkey earlier stated. There was brief discussion as to the difference from motor paver and other processes. Mrs. Carr indicated she would ask Mr. White to provide details. Mr. Rodgers noted there would be an inspector on site this time and questioned the fees of \$500.00. There was discussion as to the roads determined and Mrs. Carr noted that the County came up with these along with the input from Mr. White. Mr. Grether wanted to offer Summit Road to the Barberton Corp. line because that road is a complete mess. Mr. Rodgers noted the proposal from the County is \$800.00 and with the inspectors fee. We only have \$500,000.00 available so we could end up short by about \$325,000.00. Mrs. Carr agreed and this is what the proposal shows and she would be willing to work with them in the inspector fee issue. We could also consider doing some roads as an alternate bid. Mr. Rodgers stated we need to leave these selections of roads up to the engineers. Ms. Whipkey moved to add this to Councils next agenda for a first reading, seconded by Mr. Rodgers. Mr. Pierson asked when the bids are done would there be performance bonds and Mrs. Carr replied yes.

Roll Call: Yeas: Whipkey, Rodgers, McGlone, Grether, Pierson, Tousley
Nays: None

Motion passed 6-0.

Petty Cash Accounts

Mr. Rodgers turned this discussion over to Mr. Messner for the details. Mr. Messner indicated that in preparation of the audit he noted there was no policy or procedure in place. We have several departments that do have a petty cash established. There is one person in each department that is responsible for balancing quarterly as well as year end. Mr. Messner noted he would like to have this passed and in place due to the State Auditors being in shortly. Mr. Rodgers asked what would the Police Aid to Justice account be used for? Mr. Messner indicated this has been used in the past to offer paid rewards for tips for information from the public. Ms. Whipkey clarified this is not monthly that is annually and Mr. Messner concurred. Mr. Messner explained they cannot exceed these limits; the amounts used can be replenished as needed with proper documentation. This is the total limit they can have at any given time without coming back to Council. Mr. Tousley clarified that throughout a years time that department could spend more and Mr. Messner concurred and there has to be documentation. Mr. Pierson concurred that funds can be expended as long as all is in balance. Ms. Whipkey asked if these dollars are actually within each departments budgets and Mr. Messner concurred. Mr. Messner noted as Finance Director he does have the authority to move money around within that budget from line item to line item. Mr. Messner noted there is not a budget line titled petty cash. Mr. Rodgers noted this is all about accountability and Mr. Messner concurred, and there is document and if there is ever an issue of abuse he has the power to take this fund away. Mr. Messner asked Council for waiving of second & third readings. Mr. Rodgers moved to add this to Councils next agenda, waiving readings with emergency language, seconded by Ms. Whipkey.

Roll Call: Yeas: Rodgers, Whipkey, McGlone, Grether, Pierson, Tousley
Nays: None

Motion passed 6-0.

Agricultural District Renewal

Mr. Grether noted the City has received an application for a renewal and discussed the details and the process required by the Ohio Revised Code. Mr. Grether noted this application is at 3580 S. Hametown Road and is at 83 acres. Mr. Grether moved to add this to Councils next agenda for a first reading only and that a Public Hearing will occur on March 9, 2015, seconded by Mr. Tousley.

Roll Call: Yeas: Grether, Tousley, McGlone, Pierson, Whipkey, Rodgers
Nays: None

Motion passed 6-0.

Amend Section 1042.03 Sanitary Sewer Connections

Mr. Pierson stated this was discussed at length back in November and stated that we need remove the local control and allow the State to control. Mr. Pierson stated he would like to rescind this altogether and have discussion on it later. Mr. Rodgers noted that this allows the City to order connections to sewers. Mr. Markey noted that currently either the City or the Health Department can require connection. Mr. Markey stated he recalled the previous discussion was to remove the City's role, and restore it back to the Health Department who has that authority anyway. Mr. Markey clarified that the Health Department enforces the State laws. Mr. Pierson stated that due to all of the things going on at the State level, he would like to just let that process take place. Mr. Pierson moved to rescind this legislation entirely and Mr. Markey stated he recalled preparing an ordinance taking the City's role away and leaving this up to the State. Mr. Pierson restated his motion to just get rid of this, and it was decided to have the legislation presented at Committee of the Whole next week and we can move it to the agenda. Mr. Markey stated with this the City of Barberton cannot do any ordering to the Norton residents to connect. Mr. Pierson stated that we do have protection here because the Health District has the authority not the City of Barberton.

Building & Zoning Department Services

Mr. Rodgers turned this discussion over to Mrs. Carr for the details. Mrs. Carr stated that she has researched several options and has suggested contracting with the City of Barberton as we have been working back and forth with them for some time. Mrs. Carr noted by keeping our Building Department in house she has concerns because we are overspending with the limited revenue coming in and that Mr. Messner had prepared a cost and revenue breakdown (see attached). Mrs. Carr noted if we do keep it in house we would have to restructure that department and increase fees.

We also looked at going with Summit County and others have done so. Currently there are several communities that do contract with the county. They would collect all fees and their location for permits is out on Tallmadge Road, which is not convenient to our residents. Mrs. Carr discussed the arrangements with Barberton and they agree to give us 10% of the revenue over the next five (5) years. Mrs. Carr stated we still need to look at the lack of a Planning Director. Mrs. Carr stated that we clearly told Barberton that they are not to be our zoning enforcement, although we currently do not have a Zoning Inspector on board and she noted that Mr. Ernie Reynolds has been very helpful in this area. Mrs. Carr noted that Ms. Whipkey had asked for a breakdown of the fees between Barberton, Norton, and Summit County. Mrs. Carr noted that in looking at all of the fees, she felt Norton is not charging like the others in some areas. Mrs. Carr explained the process for a fence permit if we were to contract with Barberton. Mr. Rodgers noted he had this conversation with Mrs. Carr before Mr. Arters left. We do have some zoning issues in the City that really need to be addressed. Mr. Rodgers stated he has heard from some residents as well as some on Council and he is leaning more towards the County. Mr. Rodgers stated he felt that Barberton would probably be going with the County in the next five (5) years. Mrs. Carr stated maybe so but in the next five (5) yrs we would at least be getting some revenue. Mr. Pierson asked if we went with Barberton now and then they do end up going with the County how does that affect this agreement? Mr. Markey stated if Barberton went with the County you would have to reestablish an agreement with Summit County. Mr. Pierson asked who makes a decision and fees say for a pool permit, and Mr. Markey stated it would be their building code and fee structure would be applied, and Mr. Pierson stated that would be the same if we went with the County. Mr. Pierson stated the only advantage is collected some revenue for the next years or so. Mrs. Carr stated that a chief building official has to sign off on plans, and the County has about two (2) or three (3) on staff. Mrs. Carr stated the only thing she has heard from local residents is that if they want to build a deck they have to go to Tallmadge. Mr. Rodgers asked if the County has some permitting available online? Mrs. Carr replied, they may have some available, she would have to check on that, Mr. Pierson questioned about the revenue and if there was an opening for the City to be named in a potential lawsuit. Ms. Whipkey stated she has tried to look up some of these items up on line at Barberton, and it's very confusing. Mrs. Carr noted she could provide the legislative comparisons from both cities. Ms. Whipkey noted the one area for heating and air condition Barberton goes by BTU and wondered how the County handles that. Mr. Messner clarified that the fees the information he provided was not just for permits, that is contractor registration fees, inspection fees, etc. so the overall revenue is not as much. Mr. Pierson asked if excavators need to pull permits and Mrs. Carr noted that depends on what is being done. Mr. Pierson stated with the pending sewer project coming, there is going to be a lot of permits pulled then. Mr. Grether stated he for one is not supportive of going all the way to Tallmadge, and discussed the benefits of having someone close to Norton available for final inspections on some issues. Mr. Rodgers stated having been in the building trade for a few years, and having working with Barberton, and Norton and the County, he has always had a good experience working with the County. Mrs. Carr stated she even asked Barberton if they were willing to go with the County anytime soon and she was told they are not looking at that.

Mrs. Carr stated that she would want a guarantee with Barberton about this potential written into the agreement. Mrs. Carr stated that so far Barberton has been very responsive to our concerns. Ms. Whipkey discussed the 2013 expense and revenue information and it appears we were in the whole \$107,000.00 and Mayor Zita concurred. Mayor Zita stated even if we go with Barberton, the collaboration with us it may allow them to continue with us even longer. Mr. Grether agreed with continuing to collaborate with Barberton as much as possible. Mr. Rodgers asked wasn't there a merger vote done in the past about merging with Barberton? Mr. Rodgers stated he continues to hear from residents numerous times we need to stop getting into Barberton's footprint. Mrs. Carr stated that in looking at our options it seemed to make more sense with going with Barberton. Mr. Rodgers stated that he felt we need to move into the Planning Director and an assistant. Mrs. Carr stated that even with the letters of complaint recently received there is still some confusion from how this Council wants the zoning enforcement. Mrs. Carr stated the persons writing the letters clearly don't want to have complaint driven enforcement. Mr. Rodgers stated we all need to have common sense here with the enforcement. Mrs. Carr agreed and you need to have someone with diplomacy and you can't treat one neighborhood differently from another. Mr. Pierson stated if we have laws we need to enforce them. When residents have been told time and time again to correct their situation and nothing is done, they need to be sent to the prosecutor. Mr. Tousley asked if it were impossible to deal with Wadsworth and Mrs. Carr stated she honestly did not look at Wadsworth. Mr. Markey noted that the difference in the Counties is not an issue here. Mr. Grether asked about the salary expenses related to this department, and Mrs. Carr stated it would be the two full time positions salary and benefits, expenses related to fuel, certifications. We could also utilize the secretary in other ways to help in the community development side. Mrs. Carr stated what she would like to see is in hiring a Planning Director/Building & Zoning. Mr. Pierson suggested we sub contract an inspector and Mrs. Carr agreed and if we do that even part time that is more than what we were doing in the past. Mr. Robert Copen, 2518 Sue Lane, discussed the comments about Barberton and we should keep our own department. Mr. Copen stated he has had issues with Mr. Arters and his handling of the gaming parlors. Mrs. Carr noted that since Mr. Arters left Mr. Messner has been handling these issues. Mr. Copen argued that the legislation states the Administrative Officer is to handle these, and Mrs. Carr stated she believed it states or her designee. Mrs. Carr stated she would check on the issue with the gaming issue and Mr. Arters would not be addressing them in the future. Mr. Copen asked where are the other three (3) parlors that we are supposed to have a total of seven (7) and there is a waiting list. Mr. Messner noted there is one new one that is building under construction and is in the planning process. Mr. Copen stated that we need to keep this zoning and planning all in Norton. Mr. Copen discussed how past electrical inspections were handled and he did not want to see us just turning things over to Barberton. Mrs. Carr stated if we keep it in Norton the fees would need to be doubled. Mr. Jack Gainer, 3920 Wadsworth Road, Norton, Ohio, discussed the deficit in this department, as with the Law Dept, and others and asked if all departments have deficits? Mrs. Carr stated that not all departments have a revenue source. Mr. Gainer asked why Cuyahoga Falls went to the County and Mrs. Carr stated we were losing money and we had to decide to either raise fees or turn it over.

Mr. Gainer stated that not all departments may need to increase their fees. Mr. Gainer stated he would not have an issue with an increase in our fees to maintain the department if inspections and such were done timely and properly. Mr. Gainer stated you cannot expect every department operate without a deficit. Inspections are to ensure that the next person who gets that property gets a safe one. Mr. Pierson asked if we have a total number of the types of permits issued last year? Mr. Rodgers continued this discussion to the next Committee Work session and encouraged the residents to talk about this with Council next week. When we talk about fees and taxes we need to think about what is going on around us, and with the recent pension changes coming and some residents could lose as much as sixty (60) percent, and those good days are gone and we have to be very careful.

Unfinished Business:

Ms. Whipkey discussed the sewer and storm water issues, although they are two (2) different things. However, when residents have to tie into a new sewer, their storm water is also needed to be addressed. Ms. Whipkey asked if they are separate isn't this an added expense and Mrs. Carr concurred. Mrs. Carr noted that under if you have a sanitary sewer with a direct connection of storm water, that is illegal by State law and Federal regulations, since 1964. If anyone has a direct connection like this it must be separated. Mrs. Carr stated whether you are replacing your septic or connecting to a new sewer line, you are not allowed to have that connection. Mr. Rodgers noted the point is this is an added expense. Mr. Pierson asked about the classification and hiring for the Assistant Fire Chief. Mrs. Carr stated there are six (6) to nine (9) people that could be eligible for the position. Once the test is done, it depends on what candidate is chosen and what pension system they are in. The City pays 24 % under that and with PERS it is 14% and we cannot determine a candidate as to what pension they want to be in. If the candidate is currently in PERS they would not be forced to the other union. Mr. Pierson asked about the Nash Heights funding and the grant information and that he had contacted Mr. Demboski on this and has not had a response. Mrs. Carr stated that Mr. Demboski had explained all of this in an email and she believed Council was copied on this. Mr. Pierson replied that he never received that email. Mr. Pierson commented about recent quotes from the Norton Post, and that residents in certain neighborhoods are entitled to special grant funding. Mr. Tousley indicated that he has concerns with the two (2) resolutions of Necessity and if the residents are to get two letters or one? Mr. Markey stated that we can do one or two. Mr. Tousley also had concerns with the \$8,000.00 figure in the letters and is this etched in stone. Mr. Pierson stated he also has concerns on how this reported to the residents in addition to the concerns for the tax credit rollback money. Mr. Pierson stated this amount is not up to the Administration, this is Councils decision. Mr. Pierson took issue with the costs thrown out there of \$15,000.00 or \$17,000.00 and urged the Administration to be more careful with the information being shared and how it's presented to the public. Mrs. Carr stated that we very clearly explained the numbers of \$15,000.00 and \$19,000.00 and were totally transparent with these actual estimates. We very clearly stated that the \$8,000.00 is a subsidized number that can be applied to either system; and was based on the discussions with the MOU and Barberton. Mrs. Carr stated the real assessments are between \$15,000.000 and \$19,000.00.

Mrs. Carr stated that originally the letters went out with the \$8,250.00 based on the City buying the system from Summit County. After that occurred, the Council wanted to bid both types of systems, and for the assessments to be less than the \$8,250.00 figure. Mr. Pierson stated there appears to be a \$1.6 million dollar savings going with the vacuum system and it doesn't make sense with both systems being at \$8,000.00. Mrs. Carr stated that the \$8,000.00 is a subsidized number and if you want to go lower the funds have to come from somewhere. Mr. Tousley stated that is not true and when you show the numbers of vacuum being lower and there is a savings which has been very misleading to the public. Mr. Tousley stated it's misleading to state that if you bring the vacuum costs down you need more in subsidy. Mr. Markey stated that vacuum is cheaper than gravity, and no matter what this project will be subsidized. R. Markey discussed the negative debt service at gravity at \$3.8 million dollars in subsidy at the assessment cost of \$8,000.00 and the debt service for vacuum is at \$2.2 million dollars at the assessment costs of \$8,000.00. The point was if you want to go with vacuum at \$4,000.00 you as Council have to decide if you want to subsidize that with more funding. Mr. Rodgers noted that as Mr. Markey had stated we are not trying to pit one neighborhood against the other, and we need to get that out to the residents. This is a community effort being done by the City, and no matter what development we are talking about everyone is paying for it with the surcharge. That is what the surcharges were designed for. All of these surcharges are going into one pot and whenever something needs to be paid for it comes from this one fund. Mr. Pierson stated let's say it is at \$8,000.00 there is also possibly another \$10,000.00 in additional fees that each resident will encounter, and this is being glossed over. We are not being honest with the residents. Mr. Rodgers asked if the letters going out would have it the assessment numbers listed? Mr. Markey replied the tentative assessment that is on file will be what is stated in the letters; with the gravity or vacuum system at \$8,000.00. Mr. Rodgers moved to make an amendment; the letter should be adjusted to the vacuum cost at that \$1.6 million dollar difference. Whatever percentage that is, it should be reflected in that vacuum letter estimated. Mrs. Carr stated so what you are saying is to take the actual estimates of \$15,000.00 for vacuum and \$19,000.00 for gravity and do the percentage difference and lower that \$8,000.00 by that same percentage. Mr. Rodgers stated he would need to do some more calculating on that. Mr. Rodgers stated that the assessments for vacuum should be lower just because of the costs difference alone. Mr. Rodgers asked why would the residents in Nash Heights be paying surcharges for other future projects? Mr. Rodgers discussed the money being already aside to pay for future development. Mr. Rodgers stated we could make the estimated assessments what ever number we want, but the final assessment will be what the actual cost to build is. Mrs. Carr stated either way you are subsidizing from the \$15,000.00 to \$19,000.00. Mr. Markey asked who is the one receiving the benefit of getting a subsidy? Mrs. Carr stated the point is its subsidizing Nash Heights, and we are advocating that the savings should remain in the one pot to go for future project. Mr. Rodgers argued that it should come back to those residents in Nash Heights and if in another ten (10) years it's another community; then it should be done the same way. Why should the residents in Nash Heights be paying for future development in other neighborhoods? Mr. Markey replied the model we presented is for Nash Heights. Mr. Rodgers argued that model is not just for Nash Heights, it's for the package plants also.

Mrs. Carr briefly discussed the life cycle cost issues because we still have issues to discuss with Barberton. Mr. Rodgers argued that has nothing to do with what we are discussing here. Mr. Rodgers also discussed the \$1.9 million for future development listed within that model.

New Business:

Ms. Whipkey stated it was brought to her attention letters were sent to residents on Cleveland-Massillon Road by the Trans System real estate company. We paid them over \$100,000.00 for their services. Mrs. Carr noted there was legislation approving approximately \$140,000.00 and the review by appraisers of about \$10,000.00. Mrs. Carr stated with any state project there is an independent agent that negotiates with the resident. We as a city need to be independent from this process, and the last thing we want to do is to have the Council, Mayor, Law Director or any other city official try and negotiate the fee. ODOT requires the City to hire this agency in addition to the appraiser to make sure that everything is on the up and up with the figures, and we have very little to say in that. Ms. Whipkey asked what is Norton's part in these fees? Mrs. Carr replied no part at all. When a settlement comes in the City would have to approve that. Ms. Whipkey asked how can you have eminent on a temporary take? Mr. Markey stated it can be taken on any property and would only take place if settlement was not made. Mrs. Carr noted that Council would have to pass legislation to authorize it. Mrs. Carr noted that in working with ODOT the residents usually have two chances to agree and after that ODOT would then come to us and ask us to enter into eminent domain. Mrs. Carr cautioned all of Council to be very careful and not to get involved with the resident. Mr. Rodgers stated this all relates to the income verification issues like with Nash Heights, and we all are at fault by not communicating with the residents on the process. We should have been able advise the residents of what is coming in the mail. Ms. Whipkey stated she was not aware of any letters going out to the residents when she was contacted.

Topics for the next Work Session:

DB Hart & In Site
Building Department Services
Road Program information

Public Comment-Agenda and Non Agenda Items:

No one had signed up to speak.

Public Updates:

Mr. Rodgers reminded everyone about the Town Hall Meeting on Wednesday, February 25, 2015 at the Community Center from 7:00 PM to 9:00 PM.

Adjourn

There being no other business to come before the Committee Work Session, the meeting was adjourned at 10:20 PM.

Rick Rodgers, President of Council

NOTE: THESE MINUTES ARE NOT VERBATIM

****ORIGINAL SIGNED AND APPROVED MINUTES ARE ON FILE WITH THE CLERK OF COUNCIL.****

All Committee Meetings will be held at the Norton Safety Administration Building, unless otherwise noted.



COPIY

February 6, 2015

Mrs. Valerie Wax Carr
Administrative Officer
City of Norton
4060 Columbia Woods Drive
Norton, Ohio 44203
Via email

Dear Valerie:

Thank you for the opportunity to provide an expanded scope of services to assist you in creating additional development opportunities and expanding the tax base in the City of Norton. During our initial conversation you and the Mayor identified certain areas in the City that would benefit from economic development efforts. Coupled with the expansion of the high school and your desire to develop city-owned property, the time is right to seize the opportunity to increase your tax base and create new jobs in Norton.

Recently, we had further discussion on your vision for the future of the business districts in Norton. You and your administration have accomplished an impressive amount of projects and I applaud your efforts for your continued progress in and around the city. We too, believe that being proactive and developing solid strategies now will ensure continued economic growth for Norton.

Building economic tools to retain existing and attract new business is critical to remain competitive in today's economy. These tools will guide development, responsible land growth and job creation.

To further the city's development efforts in 2015, inSITE can assist you by directing economic development initiatives to achieve the goals and objectives outlined by your office, including, but not limited to the following:

- Provide professional economic development guidance and serve as the City's advocate
- Assist in the development of short and long term economic and community development plans
- Respond promptly to property and economic development leads
- Market available development sites to developers and site selection entities
- Prepare and present to boards, commissions, civic groups, businesses and the general public on economic development issues, programs, services, and plans as directed
- Maintain strong working relationships with the general public, area businesses and media
- Create and implement the Norton Community Reinvestment Area
- Develop and manage the CRA applications and agreements for companies wishing to apply for tax incentives

City of Norton
Page two

The City does not need site control to oversee development but should have a mechanism and point person in place to guide and oversee the process to ensure the desired outcome. InSITE can provide this guidance. We will work as an extension of your team, on your behalf to advise you through the planning and development process. Utilizing the services of a consultant provides added value in that we continually train our staff so they are up to date with local and regional economic development and real estate trends, funding opportunities and working knowledge of other development agencies. Further, and as you know, supporting a full time position is not always feasible or economical.

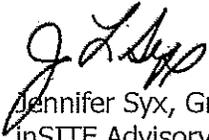
Based on our review of your objectives, we propose a monthly retainer of \$2,500 which equates to approximately 20 hours per month. We will provide a monthly invoice and corresponding progress report for your review and approval.

Should the need for specialty services arise such as architectural, engineering or services that are beyond the scope of this letter agreement, cost proposals will be presented to you in advance for your approval prior to any work performed.

Our goal is to provide you with superior service without surprises. The aforementioned services shall commence upon your approval and continue through December 31, 2015.

Thank you in advance for your consideration. If the aforementioned proposal meets with your approval, please indicate so by providing your signature. I look forward to the opportunity to work with you.

Sincerely,



Jennifer Syx, Group President
InSITE Advisory Group

Accepted by the City of Norton:

Valerie Wax Carr, Administrative Officer

Date

October 17, 2014

Mrs. Valerie Wax Carr
Administrative Officer
City of Norton
4060 Columbia Woods Drive
Norton, Ohio 44203
Via email

Dear Valerie:

Thank you for allowing inSITE Advisory Group and the DB Hartt Planning Division of CT Consultants the opportunity to work together to create and facilitate programs and processes that will serve as the catalyst for the redevelopment of the City of Norton, specifically the Cleveland-Massillon Road Corridor.

While our proposals address a variety of specific tasks, we can work concurrently on the project to achieve a comprehensive outcome. David and I will be your main points of contact with David overseeing the planning portion as outlined in David's proposal while I will oversee the creation of the city-wide Community Reinvestment Area.

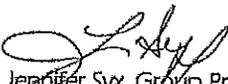
Attached please find our revised proposals. Collectively, we have determined some savings by working together as follows:

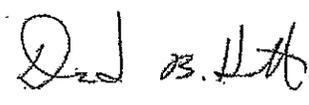
| | | | |
|-----------------------|----------------|--------------------------------|-----------------|
| inSITE Advisory Group | | CT Consultants | |
| Original Amount | \$6,250 | Part I - Original Amount | \$22,500 |
| <u>Revised Amount</u> | <u>\$5,600</u> | <u>Part I - Revised Amount</u> | <u>\$21,500</u> |
| Savings | \$650 | Savings | \$1,000 |

The creation of the city wide Community Reinvestment Area and the Updated and Refined Cleveland-Massillon Road Corridor Plan are anticipated to be completed in 4-5 months from our authorization to proceed.

Per our discussion last week, we understand that you will most likely wait until 2015 to begin this project so they can be introduced to City Council at the same time. We are available to begin as soon as we receive your consent. We look forward to working with you and are available to answer any questions you may have.

Sincerely,


Jennifer Syx, Group President
inSITE Advisory Group


David B. Hartt, Manager of Planning Services
CT Consultants



October 17, 2014

Mrs. Valerie Wax Carr
Administrative Officer
City of Norton
4060 Columbia Woods Drive
Norton, Ohio 44203

Dear Valerie:

Following is the revised proposal for consulting services to develop the boundary area, application documents, maps and process for the City of Norton's Community Reinvestment Area.

During our conversation you and the Mayor identified certain areas in the corridor that would benefit from economic development efforts. Coupled with the expansion of the high school and your desire to develop city-owned property, the time is right to seize the opportunity to increase your tax base and create new jobs in Norton.

Building economic tools to retain existing and attract new business is critical to remain competitive in today's economy. One way to accomplish this is by creating a Community Reinvestment Area (CRA) in the City of Norton. Establishing the CRA allows you to offer tax incentives to businesses (on a case by case basis) on the value of the real property improvements.

There are multiple steps in this process, and I am able to guide and manage the workflow from facilitating the property research, developing the application, presenting the program to city council and submitting the final documents to the state of Ohio. Following is a partial list of required materials to designate the city or a portion thereof as a CRA:

1. Housing Survey – general conditions and specific locations of disinvestment
2. Boundary Map – all or a portion of the city can be designated as a CRA – to be created by Norton
3. City Council Resolution
4. Public and School Board Notice
5. Maps – several maps are required including city boundary, CRA boundary, zoning...
6. Written Boundary Description
7. Annual Reporting Requirements

While in the Development Department for the City of Cuyahoga Falls, I managed a portfolio of \$130 million in private investment for local communities that received tax incentive benefits, therefore, I am very familiar with the process and annual requirements and would be honored to assist you and the Mayor in the creation of the City of Norton's Community Reinvestment Area.

City of Norton
Page two

For your convenience, following is an itemization and timeline of tasks associated with the creation of the CRA.

Phase I – Investigation & Research 30 days

During this process, we will identify the goals and vision for the project, establish the CRA boundary and create the maps required for approval.

Meetings: 1 kick off meeting
3 zoning meetings

Deliverables: Required Maps
Housing Survey

Phase II – Application Preparation 45-60 days

During this phase, we will perform the work necessary to complete the application and all associated documents. Further, we will fulfill the requirements for notice to the school district(s).

Meetings: 1 update meeting

Deliverables: Draft Application
Notice to School District(s)

Phase III – Application Submittals 30 days

Once all documents are complete, we will assist in the creation of the resolution. If warranted, I can be present at the City Council meeting to answer questions related to the document. Once the resolution passes, we will bind and mail all documents to the state of Ohio for approval.

Meetings: 2 meetings

Deliverables: Draft Resolution
Final Documents

Proposed Fees

We present this service at a cost of \$5,600 to be billed in monthly increments of \$1,400 per month for four months.

Thank you in advance for your consideration. If the aforementioned proposal meets with your approval, please indicate so by providing your signature. I look forward to the opportunity to work with you.

Sincerely,



Jennifer Syx, Group President
inSITE Advisory Group

Accepted by the City of Norton:

Valerie Wax Carr, City Administrator

Date



October 17, 2014

Ms. Valerie Wax Carr
Administrative Officer
City of Norton
4060 Columbia Woods Drive
Norton, Ohio 44203

*Re: Proposal for Professional Services
to Prepare Land Use and Economic Development Plan
for the City of Norton Cleveland-Massillon Road Corridor*

Dear Ms. Carr:

It was a pleasure to meet you and discuss the City's desire for Planning Services. I am quite familiar with the City of Norton, given my prior involvement in the development of your Comprehensive Plan.

Enclosed please accept our proposal to prepare a Land Use and Economic Development Plan. We at CT Consultants, look forward to working with you and the City of Norton on this project.

Please do not hesitate to contact me if you have any questions regarding this proposal.

Respectfully,

CT CONSULTANTS, INC.

David B. Hartt
Manager of Planning Services

DBH/saa

Enclosures

cc: Richard J. Iafelice, P.E., P.S., Vice President
Christina M. LeGros, Vice President

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**PROPOSAL TO PREPARE LAND USE AND ECONOMIC DEVELOPMENT PLAN
FOR THE CITY OF NORTON
CLEVELAND-MASSILLON ROAD CORRIDOR
OCTOBER 17, 2014**

Project Purpose

The City's 2006 Comprehensive Master Plan recognized that the Cleveland-Massillon Road was, perhaps, the City's primary commercial corridor with at least three (3) significant economic development locations – the intersections with Wadsworth, Greenwich/Norton and just north of I-76. The plan further acknowledged that the corridor “...*was not necessarily suited to single family residential over the long-term...*” but also recognized that commercial development along the entire corridor – without careful planning – could be “fragmented,” “piecemeal” and could result in “...*numerous driveways and turning movements that would disrupt the traffic carrying capacity of Cleveland-Massillon Road.*”

Since the Plan was completed, several additional factors now have a bearing on the desired future development patterns along the corridor. Most notably these are: the widening and resurfacing of Cleveland-Massillon Road in 2015; the Board of Education announcing that they will vacate their facilities at the Greenwich/Cleveland-Massillon Road location; and the widening of I-76 with the installation of sound walls adjacent to residential areas. All of these factors point to the increasing importance of this corridor as a main entry to the community and one of the City's highest priority economic development locations.

To address these changing characteristics, the proposed scope of services is structured with two (2) distinct components that could be undertaken concurrently or consecutively:

- Preparing an *Updated and Refined Corridor Plan* that seizes these opportunities by evaluating the changing conditions and formulating updated policies and implementation measures more definitively than were considered in 2006.
- Developing *Proposed Zoning Amendments – both text and map* – to provide the regulatory framework – with both development incentives and appropriate controls - to carry out the Plan.

The focus of this evaluation will be, generally, the area along Cleveland-Massillon Road from north of Wadsworth Road (Route 261) to the south side of Wooster Road. The east-west boundaries will vary to include all of the properties that could be developed from Cleveland-Massillon Road and their relationship to surrounding areas. These boundaries will be refined based on the considerations identified in Task 1 of this study (i.e., existing development patterns, natural features, etc.).

**PROPOSAL TO PREPARE LAND USE AND ECONOMIC DEVELOPMENT PLAN
FOR THE CITY OF NORTON
CLEVELAND-MASSILLON ROAD CORRIDOR
OCTOBER 17, 2014**

PROPOSED SCOPE OF SERVICES

Part I – Updated and Refined Cleveland-Massillon Road Corridor Plan

Task 1 - Create Base Map/Record Existing Conditions

Data will be compiled from existing reports and sources about land uses, development intensity, vacant and underutilized land, property ownership, natural features and traffic. An updated base map will be created depicting, as a minimum:

- existing property lines;
- ownership;
- topography and drainage patterns;
- existing buildings, parking areas, recreation facilities and driveways;
- vacant land
- natural features (i.e. wooded areas, streams, floodplains, wetlands, etc. to the extent currently known);
- major infrastructure facilities – existing and proposed; and
- zoning districts.

Task 2 - Estimate Current Development Outcomes

CT will estimate the expected long term development under **current** zoning based on the above base information and current market trends. The estimate will include the range of uses expected – residential and businesses – by general type, units, floor area, employment, etc.

Task 3 - Assessment of Corridor Strengths and Weaknesses

An evaluation will be undertaken considering those factors that may influence the uses, type and level of development that might be attracted to the Corridor such as (but not limited to):

- alternative locations available for competing development;
- the advantages and disadvantages of the Corridor location;
- the pattern of existing development;
- the amount and type of existing businesses;
- the size and quality of vacant land;
- zoning;
- the condition of the existing buildings and property along the corridor;
- traffic volumes and congestion; and
- utilities existing and proposed.

**PROPOSAL TO PREPARE LAND USE AND ECONOMIC DEVELOPMENT PLAN
FOR THE CITY OF NORTON
CLEVELAND-MASSILLON ROAD CORRIDOR
OCTOBER 17, 2014**

Task 4 - Identify Alternative Development Policies and Strategies

Given the existing conditions (Task 1), the potential development outcomes (Task 2), and the assessment of strengths and weaknesses (Task 3), CT will outline alternative development policies and strategies for the Corridor and the ease or difficulty of achieving each option.

Task 5 - City Review Meetings/Selection of Preferred Approach

CT will review the options with City officials. It is suggested (not required) that this review be joint meetings of the Planning Commission and City Council, to solicit input on the preferred development approach and toward reaching consensus on the City's vision for the Corridor. Two (2) meetings are anticipated and budgeted for this review.

Task 6 - Preferred Development Plan

CT will more fully develop the preferred scenario and outline the set of actions needed to achieve the desired development pattern. Specifically, as a final product, we will provide the City with:

- a **conceptual plan** that will identify the land uses, development intensity, the internal road network, the general placement of buildings, the location of parking, pedestrian/design amenities, environmental features to be preserved and the estimated development outcome (uses, floor area, employment, etc.);
- an **outline of the zoning changes needed (text and the general location of map amendments)** to achieve the development strategy; and
- an **outline of additional implementation measures to be considered**, such as: additional detailed studies/investigations that may be needed, public infrastructure requirements, public financial participation, marketing and/or administrative support.

Task 7 - Revise and Refine the Plan

The preferred plan and proposed implementation strategies will be reviewed at up to two (2) meetings with City officials to refine the Plan. Joint meetings with City Council and the Planning Commission are suggested.

Task 8 - Refine and Finalize the Corridor Plan

CT will refine and finalize the Corridor Plan based on the review meetings with the City.

**PROPOSAL TO PREPARE LAND USE AND ECONOMIC DEVELOPMENT PLAN
FOR THE CITY OF NORTON
CLEVELAND-MASSILLON ROAD CORRIDOR
OCTOBER 17, 2014**

Deliverables for Part I

A final report with maps and illustrations summarizing the: existing conditions, the evaluation, the vision, the recommended plan, and the proposed implementation steps (including an outline of recommended zoning (text and map) amendments). The Corridor report could be considered an addendum to the 2006 Comprehensive Plan.

Part II: Developing Appropriate Zoning Amendments – Text and Map

The 2006 Plan recommended that several zoning amendments – both text and map – should be considered to implement the Plan's policies. These amendments, however, were never developed or adopted. It is anticipated, therefore, that the recommendations in the Cleveland-Massillon Road Corridor Plan (Part I) will identify similar, yet perhaps more specific, zoning text and map amendments that are appropriate, and should now be considered by the City, to implement the Corridor Plan. By doing so, the City advances its priority economic development objectives.

This Part II outlines the services anticipated to prepare such amendments – whether these services are completed concurrently with the formulation of the Corridor Plan or separately authorized once the Corridor Plan is completed. Based on the prior and anticipated recommendations, these services will include:

Task 1 - Formulate the Proposed Text Amendments

The selected amendments to be developed will be identified as part of the Corridor Plan (Part I) and could include, but would not necessarily be limited to:

- Refining the permitted uses in each of the City's three (3) existing business districts;
- Modifying the B-1 "CBD" District to become a more "mixed use district;"
- Incorporating a wider range of development standards:
 - Within the corridor – i.e. landscaping, building design criteria, signs, etc.;
 - For transitional areas (between the commercial corridor and adjacent existing single family residential areas) – landscaping and buffering, setbacks, building height and size, etc.; and
- Considering alternative residential districts along the corridor or in transitional locations.

**PROPOSAL TO PREPARE LAND USE AND ECONOMIC DEVELOPMENT PLAN
FOR THE CITY OF NORTON
CLEVELAND-MASSILLON ROAD CORRIDOR
OCTOBER 17, 2014**

Task 2 - Zoning Map Amendments

CT will identify specific amendments to the Zoning Map that are needed and appropriate to implement the Corridor Plan recommendations. These initial recommendations will include specific boundaries based on property lines or proposed dimensions.

Task 3 - City Review

The proposed text and map amendments will be reviewed with City officials. It is suggested that this review be conducted in joint meetings with City Council, the Planning Commission, the Board of Zoning Appeals and staff. Up to four (4) meetings are anticipated to reach final consensus on the amendments that will be formally considered. Between meetings, the Consultants will revise the proposed text and map amendments as directed during the review meetings.

Task 4 - Finalize Text and Map Amendments

The text and map amendments will be refined and developed in a form acceptable to the City to begin the adoption process.

Task 5 - Consultation During Adoption

CT will be available to provide consultation, attend meetings and public hearings, and make revisions to the proposals during the formal adoption process. Services for this Task would only be undertaken as specifically authorized by the City.

Deliverables for Part II

Proposed Zoning Text Amendments in a form to begin the adoption process.
Proposed Map Amendments with boundaries based on property lines available in the public record and/or dimensions. Legal descriptions will not be provided.

GENERAL TERMS AND CONDITIONS

Schedule

Part I Services will be completed within four (4) to five (5) months from our authorization to proceed.

Part II Services:

- If these services were undertaken (generally) concurrently with the development of the Corridor Plan the zoning text and map. Tasks 1-4 would be completed within three (3) months from the completion of Part I services.

**PROPOSAL TO PREPARE LAND USE AND ECONOMIC DEVELOPMENT PLAN
FOR THE CITY OF NORTON
CLEVELAND-MASSILLON ROAD CORRIDOR
OCTOBER 17, 2014**

- If these services were undertaken consecutively, Tasks 1-4 would be sufficiently developed to begin the adoption process within six (6) months following the completion of the Corridor Plan.
- Under either option, the adoption process would require an additional two (2) to four (4) months.

Fee

Part I Corridor Plan - Lump Sum fee \$21,500

Part II Text and Map Amendments:

- Tasks 1-4 - Estimated to be \$12,000 to \$18,000 with a more precise and formal fee estimate when the recommendations in the Corridor Plan are more fully understood.
- Task 5 - Services during the adoption process generally are in the \$3,000 to \$5,000 range based on the Consultants experience in other communities.

GT Consultants Inc. Standard Terms and Conditions

The Standard Terms and Conditions are attached hereto and made a part of this proposal.

Accepted by the City of Norton

Signature

Name

Title

Date

**CT CONSULTANTS
STANDARD TERMS & CONDITIONS**

The following conditions and provisions define the basic terms relating to the services and compensation agreed to and as outlined on the attached Letter Agreement and/or Work Authorization.

OWNER: _____

ENGINEER: CT CONSULTANTS, INC.

AGREEMENT DATE: _____

INITIAL: _____

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide all Services set forth herein and upon this Agreement becoming effective, ENGINEER is authorized to begin unless otherwise stipulated to by the OWNER.

ARTICLE 2 - TIMES FOR RENDERING SERVICES

2.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

2.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if

ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 3 - PAYMENTS TO ENGINEER

3.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted monthly to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in the Agreement including additional services and reimbursable costs, if any.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. Payments Upon Termination.

1. In the event of any termination, ENGINEER will be entitled to invoice OWNER and will be paid for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in paragraph 3.01, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using normal methods and rates.

ARTICLE 4 - OPINIONS OF COST

4.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator.

ARTICLE 5 - GENERAL CONSIDERATIONS

5.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project.

ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

H. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

I. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

J. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the

Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

5.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

5.03 Use of Documents

A. All Documents are instruments of service in respect to this Project, and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long

term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

5.04 Insurance

A. The ENGINEER shall maintain the following insurance:

1. Workmen's Compensation
2. Employer's Liability Insurance
3. General Liability Insurance
4. Automobile Liability Insurance

B. OWNER shall maintain similar insurance and shall cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds on any general liability or property insurance policies carried by OWNER, which are applicable to the Project.

C. If requested, OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverage's indicated. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

D. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

E. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and the agreed to fee shall be supplemented to incorporate these requirements.

5.05 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of notice by ENGINEER.

B. The terminating party may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.06 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

5.07 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 5.07.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph shall appear in any Contract Documents.

5.08 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their right to arbitrate, or under law. In the absence of such an agreement, the parties may exercise their rights under law.

5.9 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days notice.

5.10 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and OWNER's consultants with respect to this Agreement or the Project.

3. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss, or damages caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals and in no case shall this liability exceed the maximum fee amount.

4. In addition to the indemnity provided under paragraph 5.10.A.2 of this Agreement, and to the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from a Hazardous Environmental Condition, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other

than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph 5.10.A.4. shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

5.11 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

5.12 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

5.13 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

5.14 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

COPY

Building Department – Expense vs. Revenue

Fiscal 2013 & 2014 & January - Feb 17, 2015

| | | |
|----------------------------|----------------------|----------------------|
| <u>2013 Expense</u> | <u>Budget</u> | <u>Actual</u> |
| Building Dept | \$189,890 | \$155,876 |
| <u>2013 Revenue</u> | \$ 38,340 | \$ 37,068 |

| | | |
|----------------------------|----------------------|----------------------|
| <u>2014 Expense</u> | <u>Budget</u> | <u>Actual</u> |
| Building Dept | \$189,565 | \$206,957* |
| <u>2014 Revenue</u> | \$ 36,940 | \$ 39,458 |

| | | |
|----------------------------|----------------------|----------------------|
| <u>2015 Expense</u> | <u>Budget</u> | <u>Actual</u> |
| Building Dept | \$148,038 | \$ 8,399 |
| <u>2015 Revenue</u> | \$ 33,970 | \$ 7,151 |

* Actual expense higher than budget was due to final payout of Russ Arters upon his resignation to the City in December.

Norton – Barberton – Summit County

13 Years since Norton has changed fees (2002)

| | | | |
|--------------------------------------|--------------------------|----------------------------------|----------|
| Norton | Barberton | Summit County | |
| <i>Residential</i> | <i>Residential</i> | <i>Residential</i> | |
| New Dwelling | New Dwelling | New Dwelling | |
| 2000 s.f + foundation fee, etc | 2000 s.f. + misc fees | \$275.00 + \$5 per 100 s.f | \$275.00 |
| | | | |
| Commercial | Commercial | Commercial | |
| New Dwelling | New Dwelling | New Dwelling | |
| 2000 s.f. | 2000 s.f. | \$200.00 + \$5 per 100 s.f | \$200.00 |
| | | | |
| | | | |
| Front Stoops | Front Stoops | Front Stoops | |
| + 5 cents s.f. | Flat Fee | Flat Fee | \$50.00 |
| | | | |
| | | | |
| Garage | Garage | Garage | |
| + .5 cents s.f. | 770 s.f. maximum | 50.00 + \$5 per 100 s.f. | \$50.00 |
| | | | |

Norton – Barberton – Summit County

| | | | | | | | |
|---------------------------------|---------|--------------------------|----------|--------------------------|--------------------------|---------|--|
| Storage Shed | | | | | | | |
| + .5 cents s.f. | \$40.00 | 144 s.f. (or less) | \$50.00 | Storage Shed | 50.00 + \$5 per 100 s.f. | \$50.00 | |
| Fence | | | | | | | |
| Zoning | \$40.00 | Fence Zoning | \$40.00 | Fence Zoning | | \$50.00 | |
| Decks | | | | | | | |
| Zoning | \$40.00 | Decks Zoning | \$40.00 | Decks Zoning | + \$5 100 s.f. | \$75.00 | |
| Re-Roof or Siding | | | | | | | |
| Zoning | \$40.00 | Re-Roof or Siding Zoning | \$60.00 | Re-Roof or Siding Zoning | | \$55.00 | |
| Pool | | | | | | | |
| Zoning | \$40.00 | Pool Zoning | \$55.00 | Pool Zoning | | \$25.00 | |
| Certificate of Occupancy | | | | | | | |
| | \$75.00 | Certificate of Occupancy | \$100.00 | Certificate of Occupancy | | \$ - | |
| Signs | | | | | | | |
| Zoning | \$40.00 | Signs 2.00 s.f. | | Signs | | \$ - | |

Norton – Barberton – Summit County

| | | | | | |
|--|----------------------|-----------------------------|--|---|------|
| Electric | | | | | |
| <i>Residential</i> | \$40.00 + .3 s.f. | Electric \$150.00 | | Electric \$3.50/100 s.f. + misc fees | \$ - |
| <i>Commercial</i> | \$75.00 + 6 s.f. | \$210.00 min + 2 s.f. | | \$3.50/100 s.f. + misc fees | \$ - |
| All Plumbing goes to Barberton, so fees do not change | | | | | |
| | | | | | |
| | | | | | |