



**Village of Evendale  
Regular Council Meeting  
10500 Reading Road, Evendale, Ohio  
Council Chambers, Municipal Building  
Tuesday, February 9<sup>th</sup>, 2016  
7:00 pm**

- I. Pledge of Allegiance
- II. Roll Call
- III. Consent Calendar:
  1. Minutes: Regular Council Meeting
  2. Finance Reports
  3. Departmental Reports
- IV. Reports of Mayor and Council Committees
- V. Ordinance/Resolutions

ORD. #16-08

AN ORDINANCE APPROVING AN ADDITIONAL APPROPRIATION IN THE LAW ENFORCEMENT TRUST FUND FOR TRAINING COSTS AND DECLARING AN EMERGENCY.

ORD. #16-09

ORDINANCE AMENDING SECTION 618.14 OF THE CODIFIED ORDINANCES OF THE VILLAGE OF EVENDALE ENABLING THE MAYOR TO AUTHORIZE LIMITED BOW HUNTING OF COYOTES WHICH ARE A DANGER OR A NUISANCE AND DECLARING AN EMERGENCY

ORD. #16-10

ORDINANCE AUTHORIZING MAYOR TO ENTER INTO A CONTRACT WITH DONALD R. MERCER & ASSOCIATES, LLC TO PROVIDE PROFESSIONAL SERVICES AS THE VILLAGE'S BUILDING OFFICIAL WITH REGARD TO BUILDINGS, ZONING AND PROPERTY MAINTENANCE AND DECLARING AN EMERGENCY

- VI. Other Business
- VII. Adjourn

**VILLAGE OF EVENDALE, OHIO  
ORDINANCE #16-08**

**AN ORDINANCE APPROVING AN ADDITIONAL  
APPROPRIATION IN THE LAW ENFORCEMENT TRUST  
FUND FOR TRAINING COSTS AND DECLARING AN  
EMERGENCY.**

**WHEREAS,** Pursuant to legislation properly adopted by the Council of the Village of Evendale, certain expenditures will take place that need to be appropriately reflected as appropriations; and

**WHEREAS,** The Village of Evendale Law Enforcement Trust Fund has \$2,960 in funds restricted for training: and

**WHEREAS,** The Police department would like to use these funds for a Public Sector Leader Certificate Program for one of its officers; and

**NOW THEREFORE; BE IT ORDAINED** by the Council of the Village of Evendale, State of Ohio, \_\_\_\_\_ members concurring that:

**SECTION I** The following sums are appropriated from the unappropriated Law Enforcement Trust Fund (208) to the following objects:

230-239 Contract Services	\$2,960.00
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**SECTION II** This ordinance is declared to be an emergency by a concurrence of \_\_\_\_ members of Council, being necessary to preserve the public peace, order, safety, health or welfare of the Village of Evendale or to provide for the daily operations of a department or office of the Village of Evendale. It is necessary that this measure be put into effect immediately because the public welfare and daily operations of the Village require that line items within departmental budgets not exceed the appropriation amounts approved by Council and it is in the public interest to train its police officers. This ordinance shall be effective upon passage.

Adopted

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Village Clerk

Approved as to Form:

\_\_\_\_\_  
Village Solicitor

1<sup>st</sup> Reading:\_\_\_\_\_

Rules Suspended:\_\_\_\_\_

2<sup>nd</sup> and 3<sup>rd</sup> Reading:\_\_\_\_\_

Emergency Section Agreed to:\_\_\_\_\_

Notice of Publication:\_\_\_\_\_

**VILLAGE OF EVENDALE, OHIO  
ORDINANCE #16-09**

**ORDINANCE AMENDING SECTION 618.14 OF THE CODIFIED  
ORDINANCES OF THE VILLAGE OF EVENDALE ENABLING THE  
MAYOR TO AUTHORIZE LIMITED BOW HUNTING OF COYOTES  
WHICH ARE A DANGER OR A NUISANCE AND DECLARING AN  
EMERGENCY**

**WHEREAS,** there have been reports of coyotes in the Village of Evendale which may threaten small pets and constitute a danger or a nuisance; and,

**WHEREAS,** the Village desires to provide an exception to the prohibition on hunting in the Village that would allow, under limited circumstances, the bow hunting of such coyotes; now

BE IT THEREFORE ORDAINED BY THE COUNCIL OF THE VILLAGE OF EVENDALE, STATE OF OHIO, \_\_\_\_\_ members concurring, that:

**SECTION 1:** Section 618.14 Hunting Prohibited, of the Codified Ordinances of the Village of Evendale, is hereby amended to read as follows:

618.14 Hunting Prohibited.

(a) Except as described in Sections (b) and (c) of this Ordinance, the hunting of animals or fowls within the municipality is prohibited. No person shall hunt to kill or attempt to kill any animal or fowl by use of firearms, bow and arrow or any other means; provided, however, that property owners may cause household vermin, such as mice, rats and moles to be trapped or killed.

(b) The Mayor may grant written permission to residents, employees of the Village, and/or persons whom the Mayor delegates to hunt deer in the Village where overpopulation has been determined to threaten property value, harm to plants and shrubs, and the urban forest, or at Gorman Heritage Farm or other public property after such overpopulation has been acknowledged by the Ohio Department of Natural Resources, the Hamilton County Park District, or other skilled wildlife biologists or experts.

(c) The Mayor may also grant written permission to residents, employees of the Village and/or other persons whom the Mayor delegates to hunt coyotes when it has been determined by the Mayor in consultation with the Chief of Police or other appropriate experts that such coyotes are a danger or a nuisance.

(d) If it is desired to hunt on private property, the applicant shall provide documented written permission from the private landowner before submitting the application to the Mayor for such approval.

(e) Any application made to the Mayor to hunt deer within the Village shall conform to the deer management guidelines/rules as established in the deer management program. The deer management guidelines shall be enforceable as part of any permit granted by the Mayor. In all circumstances, deer will only be harvested through the use of archery equipment.

(f) The hunting of coyote may only be done through the use of archery equipment. Any application made to the Mayor to hunt coyote with the Village shall conform to the coyote management guideline/rules as may be established in the coyote management program. The coyote management guidelines shall be enforceable as part of any permit granted by the Mayor.

(g) All State of Ohio Department of Natural Resources hunting rules and regulations, including the requirement of obtaining a license, must be followed whether hunting on private or public property even when permission to do so has been granted by the Mayor.

(h) Residents, employees of the Village, and/or other persons seeking permission from the Mayor to hunt pursuant to this Ordinance, either on private or public property, shall first be required to successfully complete a skills qualification test determined and administered by the Village of Evendale Police Department.

(i) Whoever violates any provision of this Section is guilty of a first degree misdemeanor. Punishment shall be as provided in Section 698.02.

**SECTION 3:** This ordinance is declared to be an emergency measure by a concurrence of \_\_\_\_\_ members of Council, it being necessary to preserve the public peace, order, safety, health or welfare of the Village of Evendale, or to provide for the daily operation of a department or office of the Village of Evendale. The reason for said emergency is the immediate need to address the problem of coyotes within the Village of Evendale. Therefore, this Ordinance shall take effect immediately.

Approved \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Village Clerk

Approved as to Form:

\_\_\_\_\_  
Village Solicitor

1st Reading: \_\_\_\_\_

Rules Suspended: \_\_\_\_\_

2nd and 3rd Reading: \_\_\_\_\_

Emergency Section Agreed to: \_\_\_\_\_

Notice of publication: \_\_\_\_\_

N:\CLIENTS\Evendale\Ordinance\Ord Amend Section 618.14 Hunting Prohibited, to allow for  
Coyote Hunting (Clean 2-9-16).TMB.doc-rrb

**CONTRACT BETWEEN VILLAGE OF EVENDALE, OHIO  
AND DONALD R. MERCER & ASSOCIATES, LLC**

This Contract, dated effective as of \_\_\_\_\_, between the Village of Evendale, Ohio, an Ohio municipal corporation (hereinafter “the Village”), and Donald R. Mercer & Associates, LLC, an Ohio limited liability corporation (hereinafter “Mercer”) to provide professional services as building official, plans examiner and building inspector and other services set forth herein.

WHEREAS, the Village desires to ensure that it has appropriate services for the enforcement of its Building Code, Zoning Code, Property Maintenance Code and other related matters and to ensure appropriate processing of building permit applications, including plans examination; and

WHEREAS, Donald R. Mercer & Associates, LLC has provided such services to the Village successfully for some years and desires to continue to do so;

NOW, THEREFORE, with the approval of the Council of the Village of Evendale, the parties to this Contract agree as follows:

1) The Village hereby agrees to contract with Mercer and Mercer agrees to provide the services described herein, all pursuant to the terms of this Contract.

2) These services are to be provided in accordance with the requirements of the State of Ohio Administrative Code, Section 4101:2-1-45, 78 and 79, relative to

maintaining the Village's Building Department certification. The parties understand that this Contract for professional services shall be submitted to the Ohio Board of Building Standards for approval. The parties also understand that this Contract for services does not guarantee or assign any volume of work.

3) The scope of professional services to be provided by Mercer shall include:

a) Administration of the Village Building Department in accordance with the rules of the State of Ohio Board of Building Standards (OBBS), including filing monthly and yearly reports for maintenance of Village Building Department certification. These services include building inspection, plan examination (under separate contract between Mercer and a certified plan examiner), and Building Official Oversight.

b) Professional building inspection, plan examination, and Building Official services for enforcement of the Village's 1, 2 and 3-family dwelling code.

c) Professional services to assist in the enforcement of the Village Zoning Code.

d) Professional services to assist in the enforcement of Village Property Maintenance Code.



e) Mercer shall be responsible for maintaining records at a location provided by the Village, in conformance with the requirements of the Ohio Board of Building Standards and the Ohio Public Records Law.

f) Mercer agrees to be available at reasonable times as requested by the Mayor to attend such meetings as may be directed by the Mayor.

g) Mercer shall provide timely reports as requested by the Mayor, relative to work performed by Mercer or under Mercer's control and direction, in conformance with this Contract.

h) Mercer agrees to provide access to his services at all times during the Village's normal working hours and will provide the Village with a phone number at which Mercer may be contacted during these hours or in emergency situations outside these hours.

i) Mercer shall also perform such other related services as may be assigned by the Mayor.

4) The parties understand that certain building related matters are outside the scope of this contract. Specifically, electric plan examination and inspections will continue to be performed by the Inspection Bureau Incorporated under a separate contract between the Village and IBI, or with such other entity as the Village may choose that is capable of performing the same services. Similarly, plumbing plans examinations

and inspections will be performed under a separate contract currently being performed under contract with the Hamilton County General Health District, or may be performed in the future by another service provider selected by the Village capable of performing the same services.

5) The Village agrees that Mercer controls the methods of work performed under this Contract. Mercer will coordinate his work with the Village. The Village will provide access to any materials, documents, codes, policies and/or procedures and provide assistance as necessary to complete the work described in this Contract.

6) The Village is responsible for the collection of all fees from applicants for Village permits, including the Ohio Board of Building Standards' three percent assessment. Further, the Village shall forward such assessments to OBBS within 30 days of the end of each month in which such fees are collected. Mercer will provide the Village a copy of the required monthly report from which the assessment due will be determined.

7) By this Contract, approved by Village Council, Donald R. Mercer is designated and appointed as the Village Building Official and, as any other official of the Village, shall be covered under the Village's liability insurance policy.

8) Mercer will provide the services described in this Contract at the following rates:

- a) Building Official Services - \$50.00 per hour;
- b) Plan Examination Services -- \$80.00 per hour;
- c) Building Inspection Services -- \$30.00 per hour.

9) The parties also agree that Art Cox may be utilized by the Village to provide certain services to assist in the administration of this Contract and the enforcement of Evendale Building and Land Use Codes. Cox shall perform such work as may be assigned by the Mayor. Mercer will be responsible for recording such work, billing for Cox's time at \$25.00 per hour, and paying Cox for that work.

10) This contract shall be in effect from the date of its execution until terminated by either party pursuant to the terms of this Contract or amended by agreement of the parties.

11) Amendments to this Contract shall be in writing and approved by the Council of the Village of Evendale.

12) This Contract reflects the entire agreement of the parties on the matters set forth herein. This Contract may be changed or modified only upon written agreement, duly executed by both parties and may not be orally changed, modified or altered in any way.

13) This Contract may be terminated without cause, upon 30 days' notice in writing to the other party.

Notices to the parties shall be provided as follows:

If to the Village:

Mayor Richard Finan (or Successor)  
Village of Evendale  
10500 Reading Road  
Evendale, Ohio 45241

If to Mercer:

Donald R. Mercer  
Donald R. Mercer & Associates  
11179 New Biddinger Road  
Harrison, Ohio 45030

13) This Contract may be executed in counterparts with the same force and effect as if a single original had been executed by both parties.

IN WITNESS THEREOF, the parties have executed this Contract effective the day and year as written above.

THE VILLAGE OF EVENDALE, OHIO

By: \_\_\_\_\_  
Mayor Richard Finan

DONALD R. MERCER & ASSOCIATES, LLC

By: \_\_\_\_\_  
Donald R. Mercer

Approved as to Form:

By: \_\_\_\_\_  
Timothy M. Burke  
Village Solicitor

I hereby certify that the funds necessary to pay this Contract are in the Village Treasury or are in the process of collection.

\_\_\_\_\_  
Cynthia Caracci, Fiscal Officer

**VILLAGE OF EVENDALE, OHIO  
ORDINANCE #16-10**

**ORDINANCE AUTHORIZING MAYOR TO ENTER INTO A  
CONTRACT WITH DONALD R. MERCER & ASSOCIATES,  
LLC TO PROVIDE PROFESSIONAL SERVICES AS THE  
VILLAGE'S BUILDING OFFICIAL WITH REGARD TO  
BUILDINGS, ZONING AND PROPERTY MAINTENANCE  
AND DECLARING AN EMERGENCY**

**WHEREAS,** the Village of Evendale desires to ensure that it has ongoing professional assistance with regard to building permits and the enforcement of its building, zoning, property maintenance codes and other land use matters; and,

**WHEREAS,** the Village desires to retain Donald R. Mercer & Associates, LLC to serve in that capacity as it has done for a number of years; now

BE IT THEREFORE ORDAINED BY THE COUNCIL OF THE VILLAGE OF EVENDALE, STATE OF OHIO, \_\_\_\_\_ members concurring, that:

**SECTION 1:** The Council of the Village of Evendale hereby authorizes the Mayor to execute and enter into a contract with Donald R. Mercer & Associates, LLC, substantially in the form of the Contract attached hereto and incorporated by reference herein.

**SECTION 2:** Donald R. Mercer is hereby formally designated as the Village Building Official with the powers and duties provided both by the Codified Ordinances of the Village of Evendale and the Ohio Revised Code.

**SECTION 3:** This ordinance is declared to be an emergency measure by a concurrence of \_\_\_\_\_ members of Council, it being necessary to preserve the public peace, order, safety, health or welfare of the Village of Evendale, or to provide for the daily operation of a department or office of the Village of Evendale. The reason for said emergency is the necessity to have in place a current contract for the purpose of complying with Ohio law and enforcing Village ordinances. It shall therefore take effect and be in force immediately from and upon passage.

Approved \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Village Clerk

Approved as to Form:

\_\_\_\_\_  
Village Solicitor

1st Reading: \_\_\_\_\_  
Rules \_\_\_\_\_ Suspended:

\_\_\_\_\_  
2nd and 3rd Reading:

\_\_\_\_\_  
Emergency Section Agreed to:

Notice of \_\_\_\_\_ publication:  
\_\_\_\_\_