

RESOLUTION NO.: 73-2007
INTRODUCED BY: Mayor Ursu and All of Council

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE ESTABLISHMENT OF REGIONAL COUNCIL OF GOVERNMENTS FOR THE PURPOSE OF INVESTIGATING THE POSSIBILITY OF CONSTRUCTING AND OPERATING A MULTI-COMMUNITY RECREATIONAL FACILITY AND, IF FEASIBLE, TO MOVE FORWARD WITH THE ESTABLISHMENT OF SUCH A FACILITY.

WHEREAS, for a considerable period of time, the City of Richmond Heights, through the Mayor's Office, the Recreation Department and City Council, have met with and discussed with the Cities of South Euclid and University Heights and the South Euclid-Lyndhurst School District Board of Education, as well as other political subdivision, the possibility of establishing a multi-community recreational facility to serve the citizens of Richmond Heights and those other political subdivisions; and

WHEREAS, it has been determined that the most appropriate legal entity to move forward with exploring the possibility of constructing such a multi-community recreational facility is a regional council of governments established under Chapter 167 of the Ohio Revised Code; and

WHEREAS, this Council has reviewed a proposed "Agreement for Establishment of Regional Council of Governments" for the aforesaid purpose and determined that the execution of such an Agreement by the Mayor of the City of Richmond Heights is an appropriate step toward establishment of a multi-community recreational facility, if economically feasible;

NOW, THEREFORE, Be It Resolved by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: The Mayor is hereby authorized to executed an Agreement for the establishment of a regional council of governments for the purpose of investigating the possibility of constructing and operating a multi-community recreational facility and, if found to be economically feasible by the Council to establish such a facility in cooperation with the City of South Euclid, City of University Heights and the South Euclid-Lyndhurst School District Board of Education in substantially the form set forth in the "Agreement for Establishment of Regional Council of Governments" attached hereto as Exhibit A and incorporated by reference herein.

Section 2: The Director of Finance is hereby authorized and directed to appropriate to a proper account the sum of \$1,000.00 for the purposes set forth in the Agreement referred to in Section 1 of this Resolution.

Section 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

Daniel J. Ursu, Mayor

APPROVED: _____

ATTEST: _____

Betsy Traben
Clerk of Council

David H. Roche
President of Council

EXHIBIT A

AGREEMENT FOR ESTABLISHMENT OF REGIONAL COUNCIL OF GOVERNMENTS

THIS AGREEMENT is made and entered into in Cuyahoga County, State of Ohio, effective this _____ day of _____, 2007, by and between the following municipal corporations and school district board of education, pursuant to the authority granted by Chapter 167 of the Ohio Revised Code ("Agreement"):

City of Richmond Heights
457 Richmond Road
Richmond Heights, Ohio 44143

City of South Euclid
1349 South Green Road
South Euclid, Ohio 44121

City of University Heights
2300 Warrensville Center Road
University Heights, Ohio 44118

South Euclid-Lyndhurst
School District Board of Education
5044 Mayfield Rd.
Lyndhurst, OH 44124

WITNESSETH, that:

The parties to this Agreement ("Members"), wishing to establish a Regional Council of Governments pursuant to Chapter 167 of the Ohio Revised Code, consisting of the afore-referenced political subdivisions, agree as follows:

I. **NAME.** The name of the Regional Council shall be "**Hillcrest Heights Area Recreation Council**" (the "Council").

II. **PURPOSE.** The purpose of the Council hereby established is to investigate the possibility of constructing and operating a multi-community recreational facility, and if found to be economically feasible by the Council, to construct, operate and offer quality recreational programming at such facility for the utilization and enjoyment of the residents of all Member

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municipalities and currently enrolled students of all Member school districts, and doing all things permitted by law to accomplish such purpose.

III. ADMINISTRATIVE AUTHORITY. The Council shall be established and administered in the following manner:

A. Each municipal corporation that is a party to this Agreement shall have one (1) representative to the Council, which shall be the Mayor or such person provided for in the enabling Ordinance or Resolution. Each Mayor shall similarly designate an alternate who may act in place of the representative in his or her absence. Each school district that is a party to this Agreement shall have one (1) representative to the Council, which shall be the Superintendent or such person provided for in the enabling Resolution. Each Superintendent shall similarly designate an alternate who may act in place of the representative in his or her absence.

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

C. The Council shall meet within thirty (30) days after the execution of this Agreement by all parties at a time and place to be designated by the Mayor of South Euclid, who shall act as temporary chairman at such first meeting. The first order of business shall be the election of a President, Secretary and Treasurer and such other officers as the Council may desire. All officers shall hold office for a term of one (1) year or until a successor is elected and qualified. Officers shall serve without compensation. The Council shall have the authority to adopt its own rules and by-laws by a majority vote of all of its Members, except as otherwise specifically provided in this

Agreement, to govern its proceedings, the conduct of its business and to take any other action it is permitted to do by law.

IV. HHARC DIRECTOR.

The Council shall appoint a director by an affirmative vote of the majority of the Members ("Director"). The Director shall be responsible for the day-to-day operation of the Council and the Commission. The Director shall meet at least monthly with the Council so that the Members may review the activities of the program, including but not limited to, budgetary, construction and program planning, operations, and staff and program evaluations. The Director shall serve at the pleasure of the Council, and may be removed by an affirmative vote of the majority of the Members. The Director may be compensated.

The Director, with input from the Commissioners and the Treasurer as hereinafter defined, shall construct an annual budget reflecting estimated revenues and expenditures necessary to carry out the Council's purpose. Such budget shall be approved by a majority of the Members of the Council, and the Council shall incur no expenses during the fiscal year not covered by said budget, unless the majority of the Members have otherwise given their prior consent. Within sixty (60) days of the close of the fiscal year, the Director and the Treasurer shall prepare annual reports which show, in detail, the revenues and expenditures of the Council for the previous fiscal year. The Director shall disseminate said annual report to each Member and Commissioner.

V. HILLCREST HEIGHTS AREA RECREATION COMMISSION (HHARC).

The Council shall establish a "Hillcrest Heights Area Recreation Commission (the "Commission" or "HHARC")" which is charged with the duties of carrying out the Council's purpose as outlined in Article II.

A. The Commission hereby established shall be administered by a Board of Commissioners composed of five (5) Commissioners ("Commissioners"). A majority of the Commissioners in personal attendance shall constitute a quorum, and affirmative action may be taken only by a majority of all the Commissioners appointed. No proxy or absentia voting shall be allowed. The Commissioners shall select annually one of their members to serve as Chairman, one to serve as Vice-Chairman, and one to serve as Secretary. The Commission Director, as set forth hereinbelow, cannot serve as Chairman, Vice-Chairman or Secretary. All Commissioners shall serve without compensation.

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

1. Provision for regular and special meetings.
2. Provision for minutes of all Commission meetings to be mailed to all Council representatives.

B. The composition of Commissioners shall be as follows:

- a.) the Commission Director;
- b) one (1) Commissioner appointed by the Mayor of Richmond Heights or his designee and approved by a majority of Richmond Heights Council Members, who shall be a resident of Richmond Heights;
- c) one (1) Commissioner appointed by the Mayor of South Euclid or her designee and approved by a majority of South Euclid Council Members, who shall be a resident of South Euclid;

d) one (1) Commissioner appointed by the Mayor of University Heights or her designee and approved by a majority of University Heights Council Members, who shall be a resident of University Heights;

e) one (1) Commissioner appointed by the majority of all of the South Euclid-Lyndhurst Board of Education Members.

C. All Commissioners shall hold office for a term of three (3) years or until a successor is appointed and qualified. Any Commissioner may, at any time, resign, by written resignation delivered to the Secretary of the Commission, and such resignation shall, unless otherwise specified therein, be effective upon such delivery. The Commission shall, in the event of the death, resignation, incompetency, or change of residence status outside of the appointing municipality of any Commissioner, declare vacant the office of such Commissioner ("Disqualified Commissioner"). The Mayor, Council or Board that originally appointed the Disqualified Commissioner shall fill any vacancy in the Commission for the remainder of the unexpired term. Any Commissioner so chosen shall serve only until the appropriate Mayor, Council or Board appoints and approves his or her successor.

D. On behalf of the Council, the Commission, by a majority vote of all of its Commissioners, shall have the full authority to seek grants, enter into contracts, and take all reasonable actions necessary to coordinate, formulate, and implement the investigation of the construction and operation of a multi-community recreational facility, and if found to be economically feasible by the Council, to construct, operate and offer quality recreational programming at such facility for the utilization and enjoyment of the residents of all Member municipalities and currently enrolled students of all Member

school districts. The Commission, by a majority vote of all of its Commissioners shall also establish policies, procedures and/or regulations consistent with the Council's purpose set forth hereinabove which govern the participation and use of Council facilities and programs as they become available.

VI. RESPONSIBILITIES OF THE MEMBERS. Each of the Members agrees to cooperate, insofar as it is practicable to do so, with the Commission in the following matters:

1. Assisting the Director and Commission in carrying out the purpose of the Council as set forth hereinabove.
2. Furnishing of any information and other assistance which may be necessary to the successful operation of the Council and the Commission.

VII. ALLOCATION OF COSTS.

A. Each Member agrees to share the cost of establishing the Council and the Commission by allocating One Thousand Dollars (\$1,000.00) in its respective budget and remitting same to the Council within thirty (30) days after execution of this Agreement by all of the parties. Thereafter, if needed, any monetary contributions from the Members shall be in such amount or percentage as may be unanimously agreed upon by all of the Members and their respective municipal councils or school boards. Notwithstanding the foregoing, the Council shall strive to achieve financial self-sufficiency, while at the same time effectuating the Council's purpose set forth in Article II and addressing community needs.

B. Any political subdivision which subsequently chooses to join the Council and to participate in the Commission shall be required to pay its proportionate share of

the costs of establishment of the Council, computed on the same basis used to compute the shares paid by the original Members, as determined by all of the original Members, into the general operating fund of the Council.

VIII. FINANCES. The majority of the Members shall designate the fiscal officer of one of the Member municipalities as the Treasurer of the Council and Commission, who shall keep all monies collected by the Council or Commission, and shall also furnish to each member a detailed breakdown of the costs and expenses annually, as is set forth in Article IV hereinabove.

The Director has the express authority to expend sums not to exceed \$500.00 in the furtherance of the Council's purpose. All contemplated expenditures in excess of \$500.00 shall be made only with the approval of a majority of all of the Commissioners, if in accordance with the Council budget. If a contemplated expenditure is not provided for in the Council budget, then said expenditure shall be made only with the approval of a majority of the Members. The Council, Commission and Director shall also be governed by the competitive bidding laws of the State of Ohio.

IX. MEMBER FACILITIES AND PROGRAMS.

Nothing in this Agreement shall prevent any of the Members from charging a user fee for the use of its own facilities or programs, unless agreed to otherwise in accordance with law.

X. DURATION AND CANCELLATION OF THE AGREEMENT. This Agreement shall continue indefinitely. Any Member may withdraw from this Agreement; provided, however, that any such withdrawal shall be effective only on December 31st of any given year, and shall be preceded by written notice of withdrawal delivered to the Commission and the non-withdrawing Members by certified or express U.S. mail, or by personal service not

later than July 1st prior to the effective date of such withdrawal. All such funds, property and assets contributed to the Council by the withdrawing Member shall remain with the Council, unless otherwise unanimously agreed by the non-withdrawing Members.

XI. AMENDMENTS. Except for Section VII. A. of this Agreement, this Agreement may be amended by majority vote of the Members of the Council within the purposes provided for in Article II, at any regular or special meeting, provided copies of such proposed amendments are mailed or personally delivered to all Members not less than fourteen (14) days prior to such meeting.

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

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Witnessed by:

CITY OF RICHMOND HEIGHTS

By: _____
Mayor Daniel J. Ursu

CITY OF SOUTH EUCLID

By: _____
Mayor Georgine Welo

CITY OF UNIVERSITY HEIGHTS

By: _____
Mayor Beryl E. Rothschild

SOUTH EUCLID-LYNDHURST
SCHOOL DISTRICT
BOARD OF EDUCATION

By: _____
Eric Brunton, Board President