

The Village of Northfield

REGULAR COUNCIL MEETING AGENDA

MARCH 11, 2020, 7:30 p.m.

10455 NORTHFIELD ROAD

NORTHFIELD VILLAGE, OHIO 44067

Pledge of Allegiance

Call to Order; Roll Call

Approval of Minutes: February 26, 2020 Regular Council Meeting

Presentation of Petitions, Memorials, and Remonstrances

Reports of Municipal Officers:

Jesse J. Nehez, Mayor

Finance Director, Jennifer Potvin

Richard Wasosky, Engineer

Brad Bryan, Law Director

Department Heads:

John Zolgus, Police Chief

Jason Buss, Fire Chief

Jason Walters, Service/Building Superintendent

Reports of Municipal Boards and Commissions:

Alan Hipps, Planning Commission

Mayor Nehez, Recreation Board

Mayor Nehez, Cemetery Board

Reports of Standing Committees:

Finance, Nick Magistrelli

Roads and Public Works, Jennifer Domzalski

Health and Welfare, Keith Czerr

Wages and Working Conditions, Gary Vojtush

Fire and Safety, Renell Noack

Buildings and Grounds, Alan Hipps

Legislation:

Resolution No. 2020-10, An Emergency Resolution Setting Forth the Appropriations for the Fiscal Year 2020 and Submitting the Same to the County Fiscal Officer (First Reading)

Ordinance No. 2020-11, An Emergency Ordinance Temporarily Suspending Sections 1064.01(a), (b), and (m) of the Codified Ordinances Relating to Village Park Rules of Conduct for Persons with Tickets to and Participating in the Village Adult Easter Egg Hunt at Smith Park on the Evening of April 3, 2020 (First Reading)

Resolution No. 2020-12, An Emergency Resolution Authorizing the Mayor to Enter into an Agreement with Diane Gacom dba Rocky Hill to Handle the Village's Sewer Maintenance Fee Billing for the Remainder of 2020 (First Reading)

Old Business; New Business; Announcements

Executive Session (If needed)

Adjournment

**VILLAGE OF NORTHFIELD RESOLUTION NO. 2020-10
AN EMERGENCY RESOLUTION SETTING FORTH THE APPROPRIATIONS FOR THE
FISCAL YEAR 2020 AND SUBMITTING THE SAME TO THE COUNTY FISCAL OFFICER**

WHEREAS, at the direction of the Mayor and Council, Jennifer Potvin, the Director of Finance, has prepared the Appropriation Resolution for the Village of Northfield, Ohio for the fiscal year 2020 showing all expenditures and charges in or for the purposes of such fiscal year to be paid; and

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

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

SECTION 1. That the attached appropriations of the Village of Northfield, as prepared by Jennifer Potvin, the Director of Finance, for the Fiscal Year 2020 are hereby adopted as the official Appropriation Resolution of the Village of Northfield, Ohio, for the year 2020.

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

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

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

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2020.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Jennifer Potvin, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2020.

Jennifer Potvin, Clerk of Council

	Personal Service	Other Operations	Capital	Non- Governmental	Total
GENERAL FUND					
Police Department	\$ 1,186,708.91	\$ 257,153.00	\$ 269,600.00	\$ -	\$ 1,713,461.91
Street Lighting	\$ 19,000.00	\$ -	\$ -	\$ -	\$ 19,000.00
Traffic Signs, Signals, Mark	\$ 5,000.00	\$ -	\$ -	\$ -	\$ 5,000.00
Cemetery	\$ 11,000.00	\$ -	\$ -	\$ -	\$ 11,000.00
County Health	\$ 23,000.00	\$ -	\$ -	\$ -	\$ 23,000.00
Service Department	\$ 572,301.86	\$ 213,653.50	\$ 234,879.00	\$ -	\$ 1,020,834.36
Mayor	\$ 77,845.00	\$ 6,600.00	\$ -	\$ -	\$ 84,445.00
Council	\$ 37,135.00	\$ 3,500.00	\$ 2,500.00	\$ -	\$ 43,135.00
Mayor's Court	\$ 61,357.00	\$ 2,300.00	\$ -	\$ -	\$ 63,657.00
Finance Department	\$ 127,098.59	\$ 11,675.00	\$ 85,000.00	\$ -	\$ 223,773.59
Law Department	\$ 34,572.00	\$ 101,500.00	\$ -	\$ -	\$ 136,072.00
Engineer	\$ -	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
General Government	\$ -	\$ 393,000.00	\$ -	\$ -	\$ 393,000.00
Contributions	\$ 921,500.00	\$ -	\$ -	\$ -	\$ 921,500.00
County Auditor Deductions	\$ -	\$ 18,000.00	\$ -	\$ -	\$ 18,000.00
Land & Building	\$ -	\$ 524,500.00	\$ 342,295.00	\$ -	\$ 866,795.00
S/T - GENERAL FUND	\$ 3,076,518.36	\$ 1,551,881.50	\$ 934,274.00	\$ -	\$ 5,562,673.86
Transfers/Advance/Conting.	\$ -	\$ -	\$ -	\$ 1,813,000.00	\$ 1,813,000.00
GENERAL FUND TOTAL	\$ 3,076,518.36	\$ 1,551,881.50	\$ 934,274.00	\$ 1,813,000.00	\$ 7,375,673.86
OTHER FUNDS:					
SCM&R	\$ -	\$ 965,915.84	\$ 960,000.00	\$ -	\$ 1,925,915.84
State Highway	\$ -	\$ -	\$ -	\$ -	\$ -
Permissive Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Police Pension	\$ -	\$ 189,129.92	\$ -	\$ -	\$ 189,129.92
Fire Levy Fund	\$ 797,724.81	\$ 211,930.91	\$ 108,936.00	\$ -	\$ 1,118,591.72
Law Enforcement Trust	\$ -	\$ -	\$ -	\$ -	\$ -
Law Enforcement Assist	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Court Computer	\$ -	\$ 3,500.00	\$ -	\$ -	\$ 3,500.00
Northfield Park TIE	\$ -	\$ 1,790,365.88	\$ 2,144,000.00	\$ -	\$ 3,934,365.88
Earned Benefits Fund	\$ -	\$ 27,500.00	\$ -	\$ -	\$ 27,500.00
FEMA Grant	\$ -	\$ -	\$ -	\$ -	\$ -
Ledge Rd Improvement	\$ -	\$ 64,302.00	\$ -	\$ -	\$ 64,302.00
Sewer Fund	\$ 136,667.50	\$ 174,036.02	\$ -	\$ -	\$ 310,703.52
Unclaimed Funds	\$ -	\$ -	\$ -	\$ -	\$ -
Refundable Performace Bonds	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL - ALL FUNDS	\$ 4,010,910.67	\$ 4,979,562.07	\$ 4,147,210.00	\$ 1,813,000.00	\$ 14,950,682.74

VILLAGE OF NORTHFIELD ORDINANCE NO. 2020-11

**AN EMERGENCY ORDINANCE TEMPORARILY SUSPENDING SECTIONS
1064.01(a), (b), and (m) OF THE CODIFIED ORDINANCES RELATING TO VILLAGE
PARK RULES OF CONDUCT FOR PERSONS WITH TICKETS TO AND
PARTICIPATING IN THE VILLAGE ADULT EASTER EGG HUNT AT SMITH PARK
ON THE EVENING OF APRIL 3, 2020**

WHEREAS, the Village and its Recreation Board are holding an Adult Easter Egg Hunt at Smith Park on Friday April 3, 2020 between the hours of 7:00 p.m. and 10:00 p.m.; and

WHEREAS, the Mayor and Council desire to suspend temporarily Sections 1064.01(a), (b), and (m) of the Codified Ordinances setting forth Rules of Conduct for Village Parks for all persons with tickets to and participating in the Village Adult Easter Egg Hunt at Smith Park on the evening of April 3, 2020 during the hours of 7:00 p.m. and 10:00 p.m.

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

SECTION 1. That the Council of the Village of Northfield hereby and herein temporarily suspends Sections 1064.01(a), (b), and (m) of the Codified Ordinances setting forth Rules of Conduct for Village Parks, as indicated in the attachment hereto, for all persons with tickets to and participating in the Village Adult Easter Egg Hunt at Smith Park on the evening of April 3, 2020 during the hours of 7:00 p.m. and 10:00 p.m.

SECTION 2. That the rest and remainder of the Codified Ordinances shall remain as presently drafted unless inconsistent herewith, and the suspension of the above and attached Ordinance Subsections shall terminate and be of no effect upon the conclusion of the April 3, 2020 Smith Park Village Adult Easter Egg Hunt.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day
of _____, 2020.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Jennifer Potvin, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2020.

Jennifer Potvin, Clerk of Council

1064.01 RULES OF CONDUCT

Playground and park rules by which persons within the Municipality shall be governed are as follows:

- ~~(a) Activities are restricted to the hours of 8:00 am to Dusk.~~
- ~~(b) Alcoholic beverages are not permitted.~~
- (c) Smoking is not permitted.
- (d) Profanity or inappropriate behavior is not permitted.
- (e) Only children ages 12 and under are permitted on the playground equipment.
- (f) Children 11 and under must be accompanied by an adult when using the basketball court.
- (g) The basketball court is to be used to play basketball only.
- (h) Basketball players shall limit their play to one hour if others are waiting for the court. Hanging on the rims or nets is prohibited.
- (i) Skateboarding, rollerblading, or any similar activity is not permitted.
- (j) Bicycles are only permitted in the parking lot area.
- (k) Motorized vehicles are only permitted in the parking lot area.
- (l) The use of dirt bikes, ATVs, scooters, etc. is not permitted.
- ~~(m) Glass items of any kind are not permitted.~~
- (n) Only youth baseball players and their coaches are permitted to strike hard baseballs.
- (o) Any person not belonging to an organized league recognized by the Municipality shall surrender the area known as the baseball diamond or soccer field to said league for scheduled practice sessions or games.
- (p) No amplified sound making devices are permitted without a permit from the Building Department.
- (q) No model or remote control planes are permitted.
- (r) Golf and archery are not permitted.
- (s) No pets, other than service or therapy animals accompanied by their owners, are permitted to be off leashes.
- (t) Residents may reserve the pavilion on a first come first served basis by contacting the Building Department during business hours.
- (u) No fires are permitted with exception of those made in grills for the purpose of cooking.
- (v) No person may trap, hunt, remove, or release any animals.
- (w) No person shall remove or destroy any plants or trees.
- (x) No one shall climb or stand upon fences or backstops.
- (y) Snow sledding is permitted in designated areas only. The building of jumps is prohibited.

**VILLAGE OF NORTHFIELD RESOLUTION NO. 2020-12
AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH DIANE GACOM DBA ROCKY HILL TO HANDLE THE VILLAGE'S
SEWER MAINTENANCE FEE BILLING FOR THE REMAINDER OF 2020**

WHEREAS, Diane Gacom dba Rocky Hill is currently handling the Village's sewer maintenance fee billing and has a contract to do so through April 30, 2020; and

WHEREAS, the Mayor and Council wish for her to continue to provide such services to the Village for the remainder of the 2020 calendar year.

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

SECTION 1. That Council hereby and herein authorizes and directs the Mayor to enter into an agreement with Diane Gacom dba Rocky Hill to handle the Village's sewer maintenance fee billing from May 1, 2020 through December 31, 2020 for the price of \$1,125 per month, plus \$50 per month for any additional inserts beyond one additional insert, in accordance with the proposal that is attached hereto.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2020.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Jennifer Potvin, Clerk of Council of the Village of Northfield, Summit County, Ohio do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2020.

Jennifer Potvin, Clerk of Council

Village of Northfield 2020 Sewer Billing Proposal

Project: Quarterly sewer billing and payment processing.

Upon acceptance of the below terms and conditions, Rocky Hill, Ohio will be responsible for the Village of Northfield's quarterly sewer billing and payment processing for the period May 1 - December 31, 2020.

Services	\$1125.00 per month
Prepare all quarterly sewer billing invoices. Mail all invoices.	
Once a week come into the office, open payments, copy all the checks, total, and scan checks for deposit. Answer any sewer billing questions. Update customer accounts with payments.	
At the conclusion of the contract, Rocky Hill will submit to the Village of Northfield a list of sewer maintenance balances for all billed properties. Information will be handed over no later than January 8, 2021.	
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Additional:	
<ul style="list-style-type: none">. Under this proposal the Village of Northfield will be responsible for supplying the envelopes, Northfield Village letterhead, if requested and cost of the postage.- Under this proposal the Village of Northfield will be responsible for supplying the Quickbooks Pro Software. The software will remain the property of the Village of Northfield.- Under this proposal one additional insert may be included in the quarterly mailing. Additional inserts may be charged at \$50 per mailing.- This contract is cancellable by either party with 120 days written notice.	

Terms

COMMENCEMENT. *Services will continue on a monthly basis through December 31, 2020. The Project Manager and contact, Diane Gacom, 216.396.6400.*

MATERIALS. *The CLIENT shall purchase Quickbooks Pro for legitimate use.*

ENHANCEMENTS/ADDENDUM. *Additional services requested by the CLIENT to be integrated into the project brief shall be considered ENHANCEMENTS OR ADDENDUM to the project. Enhancements/Addendum are exclusive of the original time table of the project and will be billed separately.*

THIRD PARTIES. *The Client shall not allow the services or assistance of a Third Party to work on the project without the permission and knowledge of the PROJECT MANAGER undersigned.*

PAYMENT.

Implementation: *Monthly invoices will be submitted for payment in the amount of \$1125, and will be due and payable by the 10th of each month. (First invoice May 1, 2020) Payment shall be made payable to Rocky Hill. Additional fees may apply for overdrafted checks.*

NONE CONFORMANCE OF PAYMENT. *The work will be shut down within 72 hours if the CLIENT has expressed none conformance of payment within 30 days after the billing statement has been received.*

CONFIDENTIALITY. *Rocky Hill shall hold in confidence all materials submitted by the CLIENT. Furthermore, Rocky Hill agrees to sign a non-disclosure agreement if the Client so requires.*

CANCELLATION/REJECTION OF PROJECT. *The client shall not unreasonably withhold acceptance of, or payment for, the project. Should the client wish to cancel services, a 120 day notice will need to be given.*

LIMITATION OF LIABILITY. *Should there be legal dispute from the execution of this Agreement, The PROJECT MANAGER'S liability shall be limited to the amount it has received from THE CLIENT as payment for its services.*

ACCEPTANCE OF AGREEMENT: *The above prices, specifications and conditions are hereby accepted. The PROJECT MANAGER is authorized to execute the project as outlined in this agreement. Payment will be made as proposed above.*

Proposal Validity

This proposal is valid for thirty days.

TERMS AND CONDITIONS

GENERAL: These terms and conditions apply to all quotations, orders, and contracts for goods and services (including without limitation, hardware, firmware and software products, programming, maintenance, engineering, parts and repair services—collectively the “Products”) from Rocky Hill. No addition to or modification of these terms and conditions will be binding upon Rocky Hill unless agreed to in writing and signed by an authorized Rocky Hill's representative. Rocky Hill objects to other terms and conditions that may be proposed by the Purchaser not otherwise consistent with these or other terms and conditions set forth in Rocky Hill's written specifications, quotation or order acknowledgement.

ACCEPTANCE: Acceptance of the Rocky Hill's proposal/offer is expressly limited to and conditioned upon these, and no other, terms and conditions except other terms and conditions set forth in Rocky Hill's written specifications, quotation or order acknowledgement.

LIMITATION OF LIABILITY: ROCKY HILL SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. THE REMEDIES OF PURCHASER SET FORTH IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE, AND THE LIABILITY OF ROCKY HILL WITH RESPECT TO ANY CONTRACT OR SALE OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, EXPRESS OR IMPLIED FOR MERCHANTABILITY OR FITNESS, OR OTHERWISE, SHALL NOT, EXCEPT AS EXPRESSLY PROVIDED HEREIN, EXCEED THE PRICE OF THE PRODUCTS UPON WHICH SUCH LIABILITY IS BASED. FURTHER, ROCKY HILL SHALL NOT BE LIABLE OR RESPONSIBLE FOR LOSSES, DETENTIONS, OR DELAYS OCCASIONED BY ACCIDENT, STRIKES, OR FIRES AFFECTING ROCKY HILL OPERATIONS OR THE OPERATIONS OF ROCKY HILL SUPPLIERS, OR ANY OTHER CAUSES BEYOND THE CONTROL OF ROCKY HILL. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS OF ANY OTHER CONTRARY PROVISION OF THE AGREEMENT AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY OR OTHERWISE.

GOVERNING LAW: This agreement shall be construed and interpreted in accordance with the laws of the State of Ohio.

RELATIONSHIP: Nothing in the Agreement shall be construed to establish a partnership, agency or a joint venture between the parties. Nor shall this Agreement be construed to grant either party any power to obligate or bind the other in any manner whatsoever.

SEVERABILITY: If any provision or any portion of any provision of this Agreement shall be held to be void or unenforceable, the remaining provisions of the Agreement and the remaining portion of any provision held void or unenforceable in part shall continue in full force and effect.

WAIVER: The failure of a party to insist upon adherence to any term of this Agreement on any occasion shall not be considered a waiver nor deprive that party of the right to insist upon strict adherence to that term or any other term of this Agreement thereafter. Any such waiver must be in writing.

RELEASE: Each of the parties, on behalf of itself and its respective officers, directors, employees, stockholders, representatives, agents, predecessors, successors, subsidiaries, parent corporations and all affiliated entities from any and all claims, liabilities, actions, and damages, whether or unknown, occurring prior to the effective date of this Agreement.

The undersigned agree to the above terms of this contract:

Diane Gacom March 6, 2020

Client Date

Diane Gacom - Rocky Hill Date

Client Date