

The Village of Northfield

REGULAR COUNCIL MEETING AGENDA

JULY 8, 2020, 7:30 p.m.

(Via Video; Instructions to Join Meeting Are Attached or Included)

Call to Order; Roll Call

Approval of Minutes: June 24, 2020 Regular Council Meeting

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. 2020-21, An Emergency Resolution Authorizing the Mayor to Contract for the Village's Insurance Policies with Selective, Hanover, Cincinnati, Hudson, and Indemnity Insurance Companies through Wichert Insurance Agency (Second Reading)

Resolution No. 2020-22, An Emergency Ordinance Amending Section 660.14 of the Codified Ordinances Relating to Unclean Premises (First Reading)

Old Business; New Business; Announcements

Adjournment

Brad Bryan

From: Jay Mutter <postmaster@northfieldvillage-oh.gov>
Sent: Monday, July 06, 2020 8:15 AM
To: Brad Bryan; Diane Rock
Subject: Council meeting July 8

Jesse Nehez is inviting you to a scheduled OfficeSuite meeting.

Topic: Jesse Nehez's OfficeSuite HD Meeting
Time: Jul 8, 2020 07:30 PM Eastern Time (US and Canada)

Join OfficeSuite Meeting
<https://meeting.windstream.com/j/11113521127>

Meeting ID: 111 1352 1127

One tap mobile
+16467415293,,11113521127# US (New York) 16467415292,,11113521127# US
+(New York)

Dial by your location
+1 646 741 5293 US (New York)
+1 646 741 5292 US (New York)
+1 973 854 6173 US
Meeting ID: 111 1352 1127

**VILLAGE OF NORTHFIELD RESOLUTION NO. 2020-21
AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO CONTRACT FOR
THE VILLAGE'S INSURANCE POLICIES WITH SELECTIVE, HANOVER,
CINCINNATI, HUDSON, AND INDEMNITY INSURANCE COMPANIES THROUGH
WICHERT INSURANCE AGENCY**

WHEREAS, the Village's liability insurance agent has sought proposals from insurance companies to procure insurance coverage for the Village for the period from July 13, 2020 through July 13, 2021; and

WHEREAS, the Director of Finance has determined that the package policy proposal made by Wichert Insurance ("Wichert") for coverage through Selective, Hanover, Cincinnati, Hudson, and Indemnity Insurance Companies provides the best coverage and service to the Village for the best price; and

WHEREAS, Council desires to authorize the Mayor to enter into a contract with Wichert to provide the Village's insurance coverage through the above companies.

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

SECTION 1. That the Mayor is authorized to enter into a contract with Wichert Insurance for the provision of insurance coverage through Selective, Hanover, Cincinnati, Hudson, and Indemnity Insurance Companies for the period of July 13, 2020 through July 13, 2021. Said coverage shall include property, equipment, inland marine, crime, automobile, general liability, law enforcement liability, public officials liability, employment practices liability, excess liability, terrorism, and cyber liability insurance policies, as is indicated in the exhibit that is attached hereto and incorporated herein by reference. The premium for said coverage shall be Forty-One Thousand Five Hundred Dollars (\$41,500) based upon the Village's current property holdings and vehicle and equipment fleet. Said premium amount is subject to minor price modification based upon the addition or deletion of particular properties, equipment, vehicles, and coverages from the policies, and Council authorizes the Mayor to enter into the Agreement with Wichert with that understanding.

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 legal 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 is necessary to insure and protect the Village's assets, employees and officials, 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.

RESOLUTION NO. 2020-21
PAGE TWO

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

Insurance and Risk Management Proposal

Policy Period: July 13, 2020 to July 13, 2021

Carrier: Selective Insurance Company
Hanover Insurance Company
Cincinnati Insurance Company
Hudson Insurance Company

Presented By: Janie L. Geis, CPIA
Principal

Thomas H. Wichert, CPCU, ARM
Principal & CEO



1200 Graham Road
Cuyahoga Falls, OH 44224
www.wichert.com

PREMIUM SUMMARY

I.	Property	Included
II.	Equipment Breakdown	Included
III.	Inland Marine	Included
IV.	Crime	Included
V.	Automobile	Included
VI.	General Liability	Included
VII.	Law Enforcement Liability	Included
VIII.	Public Officials & Employment Practices	Included
IX.	Umbrella	Included

Total Annual Premium \$40,011

COMPANY:

**Selective Insurance Company
A.M. Best's Rating: A: XV
(Package & Public Officials/Employment Practices Liability)**

**Hanover Insurance Company
A.M. Best's Rating: A: XV
(Crime)**

**Cincinnati Insurance Company
A.M. Best's Rating: A+: XV
(Equipment Breakdown)**

**Hudson Insurance Company
A. M. Best's Rating: A: XV
(Law Enforcement)**

Certified Acts of Terrorism Coverage is included. To reject coverage, deduct \$998

Disclaimer: This presentation represents a general description of proposed insurance coverage. This summary is necessarily brief and is meant only as a supplement to the actual policies. The information presented limits itself to the highlights of various coverages and cannot be applied as a substitute for the actual insurance policies. Further clarification of coverages, conditions, or exclusions may be obtained from the specific insurance policies and forms.

I. PROPERTY

A.	Blanket Buildings, Contents & Property in the Open	\$5,321,443
B.	Special Form Perils Including Theft.....	Included
C.	Replacement Cost Coverage	Included
D.	Coinsurance	Agreed Amount
E.	Deductible (disappearing).....	\$1,000
F.	Extensions	
1.	Accounts Receivable.....	\$250,000
	Fire Department	Actual Loss Sustained
2.	Arson, Theft and Vandalism Rewards	\$25,000
3.	Automated External Defibrillators.....	\$10,000
4.	Back Up of Sewer, Drain or Sump Direct Damage	\$100,000
5.	Building Owner –Tenant Move Back Expenses	\$25,000
6.	Business Income/Extra Expense (no deductible).....	Actual Loss Sustained
7.	Business Income at Newly Acquired Location	\$250,000
8.	Canine Coverage	\$10,000/\$25,000
9.	Claim Expenses	\$50,000
10.	Commandeered Property (*).....	Actual Loss Sustained
11.	Computer Equipment & Electronic Data (*).....	\$200,000
	Fire Department	Actual Loss Sustained
12.	Computer – Virus or Harmful Code.....	\$25,000/\$75,000
13.	Confiscated Property – Any One Year	\$100,000
14.	Debris Removal.....	\$50,000
	Fire Department	Actual Loss Sustained
15.	Fine Arts (*).....	\$25,000
	Fire Department	Actual Loss Sustained
16.	Fire Extinguisher Equipment (no deductible)	Actual Loss Sustained
17.	Grave Markers & Headstones (\$250 deductible).....	\$25,000/\$50,000
18.	Installation Property	\$25,000
19.	Lock Replacement if keys are stolen (no deductible).....	\$10,000
20.	Loss Reduction Rewards	
	10% of loss or maximum (no deductible).....	\$25,000
21.	Mobile Equipment (*).....	\$25,000
22.	Money and Securities Off Premises/On Premises (*)	\$25,000
23.	Newly Acquired or Constructed Buildings	\$2,000,000
	(if reported within 180 days)	
24.	Ordinance or Law (A) –Undamaged Parts of Building (*)	Included in Bldg Limit
	(B) – Demolition Costs	\$500,000
	(C) – Increased Cost of Construction.....	\$500,000
	Ordinance or Law for Fire Dept (A, B & C).....	Actual Loss Sustained
25.	Outdoor Property (*).....	\$500,000
26.	Outdoor trees, shrubs & plants (\$2,500 any one item) (*).....	\$25,000/100,000
27.	Personal Effects (no deductible)	\$5,000/\$25,000
	Fire Department	Actual Loss Sustained

PROPERTY EXTENSIONS CONTINUED

28.	Personal Property at Newly Acquired Locations (if reported within 180 days)	\$1,000,000
29.	Personal Property at Unnamed Premises (*)	\$100,000
30.	Pollutant Clean Up and Removal	\$25,000
	Fire Department	Actual Expenses Incurred
31.	Property In Transit (*).....	\$50,000
32.	Spoilage due to utility failure (*)	\$25,000
33.	Tools & Equipment (*).....	\$10,000
34.	Underground Fiber Optic Cable (\$2,500 deductible)	\$10,000/\$50,000
35.	Unscheduled bleachers, grandstands, scoreboards, refreshment stands, etc. (*).....	\$100,000
36.	Valuable Papers and Records	\$250,000
	Fire Department	Actual Loss Sustained

*Coverage extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 1,500 feet of the described premises.
(*) denotes \$500 deductible*

II. EQUIPMENT BREAKDOWN

A.	Network Systems Coverage (Excluding Production Machinery)	Unlimited
B.	Expediting Expenses	Unlimited
C.	Water Damage	\$50,000
D.	Ammonia Contamination	\$50,000
E.	Hazardous substance	\$50,000
F.	Data, Media and Software Restoration.....	\$50,000
G.	Ordinance or Law	\$50,000
H.	Business Interruption/Actual Loss/Extra Expense 12 Months	Unlimited
I.	Products Subject to Spoilage	Unlimited
J.	Deductible.....	\$1,000

Village of Northfield

III. INLAND MARINE

A.	Scheduled Contractors Equipment.....	\$477,640
B.	Miscellaneous Police, Fire, Road, Service	\$100,000
C.	Volunteer Emergency Services Portable Equipment (VESP).....	\$100,000
D.	(3) Stryker Powerpro XT Power Cots @ \$17,000 each.....	\$51,000
E.	2017 Proteus Sewer Camera	\$63,778
F.	(2) Physio-Control Lifepak 15 @ \$35,000 each.....	\$70,000
G.	(2) Physio-Control Lucas 2 machines @ \$12,000 each	\$24,000
H.	Radios & communication equipment	Included in elite pac
I.	All Risks Perils with Deductible	\$500

IV. CRIME

A.	Employee Theft – Per Loss	\$250,000
B.	Treasurers or Tax Collectors As Employees	Included
C.	Employee Theft Excess over Statutory Bonded Officials	Included
D.	Faithful Performance of Duty	\$250,000
E.	Forgery and Alteration	\$50,000
F.	Computer Fraud	\$100,000
G.	Funds Transfer Fraud.....	\$100,000
H.	Funds Transfer – False Pretenses Coverage (\$2,500 Ded).....	\$25,000 (Social Engineering)
I.	Deductible.....	\$1,000
J.	Inside the Premises-Robbery/Safe Burglary Other Property.....	\$25,000
K.	Inside the Premises-Theft of Money & Securities.....	\$25,000
L.	Outside the Premises	\$25,000
M.	Deductible J-L.....	\$500

V. AUTOMOBILE LIABILITY

A.	Limit Per Occurrence.....	\$1,000,000
	Combined Single Limit Bodily Injury and Property Damage Liability	
	All Owned Autos	
	Hired and Non-Owned Auto	
	Includes Fellow Volunteer Extension	
	Fellow Employee exclusion deleted	
B.	Medical Payments	\$5,000
C.	Comprehensive Deductible	\$500
D.	Collision Deductible	\$500

Extensions of Coverage:

1. Pollution exclusion does not apply to "emergency operations" or "training operations"
2. Hired car physical damage \$250,000 sublimit
3. Lease-Gap coverage included for any leased vehicle
4. Deductible reimbursement for volunteers' vehicles up to \$1,000
5. Deductible reimbursement for fire dept. volunteers vehicles up to \$2,500
6. Towing and Labor up to \$500 for disabled ambulance
7. Freezing coverage for permanently attached equipment
8. Glass deductible waived for all vehicles for repairs only
9. Value Guard on all Fire Vehicles

Value Guard Endorsement on all Fire Trucks and Ambulances providing payment for loss or damage to be the lesser of:

- What it would cost to repair covered auto or part
- What it would cost to replace a part or parts with like kind without depreciation
- What it would cost to replace vehicle with new vehicle of like kind & quality
- Limit of coverage scheduled on endorsement

Please provide list of drivers including driver's license numbers and date of birth

VI. GENERAL LIABILITY

A. Limit Per Occurrence	\$1,000,000
B. Bodily Injury and Property Damage	Included
C. Personal Injury/Advertising Injury	\$1,000,000
D. Products/Completed Operations Aggregate	\$2,000,000
E. General Aggregate	\$2,000,000
F. Fire Damage Legal Liability	\$1,000,000
G. Employer's Liability Stop-Gap	\$1,000,000
H. Employee Benefits Liability.....	\$1,000,000

Additional Coverages Included:

1. Premises & Operations
2. Products & Completed Operations
3. Independent Contractors
4. Employees, Elected Officials & Volunteers as Additional Insureds
5. Temporary Liquor Liability
6. Blanket Contractual Liability
7. Broad Form Property Damage
8. Hostile Fire Pollution Liability
9. Non-Owned Aircraft
10. Non-Owned Watercraft (without size limit)
11. Cemetery Liability
12. Fire Department E&O
13. EMT Liability

Exclusions:

1. Riot, Civil Commotion, or Mob Action
2. Inverse Condemnation
3. Asbestos
4. Injury to Volunteer Firemen
5. Law Enforcement Activities
6. Failure to Supply
7. Pollution

VII. LAW ENFORCEMENT LIABILITY

A. Limit Each Person	\$1,000,000
B. Limit Each Wrongful Act	\$1,000,000
C. Annual Aggregate	\$1,000,000
D. Deductible	\$5,000

Includes:

- Consent to Settle with 70/30 Soft Hammer Clause
- Line of Duty Death Coverage
- Limited Sexual Abuse and Molestation Coverage

VIII. PUBLIC OFFICIALS LIABILITY & EMPLOYMENT PRACTICES

A. Limit Each Wrongful Act	\$1,000,000
B. Annual Aggregate	\$2,000,000
C. Deductible	\$2,500
D. Retro Date	7/13/1997
E. Loss of Wages	
Per Claim	\$100,000
Annual Aggregate	\$250,000
F. Employment Non-Monetary Coverage	
Per Claim	\$100,000
Aggregate	\$100,000
G. Public Officials Non-Monetary Coverage	
Per Claim	\$10,000
Aggregate	\$50,000
H. Limited Civil Legal Expense Endorsement	
Per Claim	\$50,000
Aggregate	\$300,000
I. Regulatory Taking of Private Property Endorsement	
Per Claim	\$100,000
Aggregate	\$100,000
J. Property Damage Definition Endorsement	
Per Claim	\$100,000
Aggregate	\$100,000

IX. UMBRELLA

A. Limit Each Occurrence	\$4,000,000
B. Aggregate	\$4,000,000
C. Retention	NIL

Follow Form:

General Liability (including Fire Department E&O and EMT Malpractice)

Automobile Liability

Law Enforcement Liability

Public Officials Liability

Employment Practices Liability

Aggregate Limit applies separately to each line of coverage and per location

Umbrella Limit does not apply to any sub-limits under any underlying liability coverages

CYBER LIABILITY OPTION 1

Breach Liability

Network Security and Privacy Liability	\$250,000
Internet Media Liability	\$250,000
Regulatory Proceedings & Fines	\$250,000
Payment Card Industry/Loss (PCI)	\$250,000

Breach Rectification

Data Breach Team Expense	\$250,000
Business Interruption Coverage	\$250,000
Digital Property Replacement	\$250,000

Digital Crime

Cyber Extortion	\$250,000
Retention	\$5,000
Aggregate Limit	\$250,000

Policy Form

Claims Made with Retro Date..... Policy Inception

Estimated Annual Premium: \$1,389

CYBER LIABILITY OPTON 2

Breach Liability

Network Security and Privacy Liability.....	\$500,000
Internet Media Liability.....	\$500,000
Regulatory Proceedings & Fines.....	\$500,000
Payment Card Industry/Loss (PCI).....	\$500,000

Breach Rectification

Data Breach Team Expense	\$500,000
Business Interruption Coverage	\$500,000
Digital Property Replacement.....	\$500,000

Digital Crime

Cyber Extortion.....	\$500,000
Retention	\$5,000
Aggregate Limit	\$500,000

Policy Form

Claims Made with Retro Date..... Policy Inception

Estimated Annual Premium: \$2,100

**Carrier:
Indemnity Insurance Company
A.M. Best's Rating: A: XV**

Subject to completed and signed application

**VILLAGE OF NORTHFIELD
JULY 13, 2020 RENEWAL**

	<u>2019-20</u>		<u>Annualized</u>		<u>2020-21</u>
Property	\$2,178		\$2,178		\$2,371
Inland Marine	3,307		3,284		3,198
Crime (elitepac)	50		50		50
General Liability	2,353		2,353		2,035
Auto	11,986		12,247		14,509
Public Officials	\$5,236		\$5,236		\$4,902
Umbrella	<u>6,341</u>		<u>6,341</u>		<u>6,559</u>
TOTAL (Selective)	\$31,451		\$31,689		\$33,624
Boiler (Cincinnati)	\$692		\$692		\$723
Crime (Hanover)	\$628		\$628		\$628
Law Enforcement (Hudson)	\$4,309		\$4,309		\$5,036
TOTAL	\$37,080		\$37,318		\$40,011

Property - Increased limits 2.7% at renewal (except for buildings below)

Village Hall building limit increased from \$802,868 to \$1,202,871

Fire Station building limit increased from \$592,121 to \$736,459

Service Dept building limit increased from \$307,868 to \$405,938

Auto

2019 = 32 Vehicles

Deleted 2 and added 3 vehicles

2020 = 33 Vehicles

Law Enforcement

2020 - 1 additional full time, 1 additional canine, 1 additional part time auxiliary

**VILLAGE OF NORTHFIELD ORDINANCE NO. 2020-22
AN EMERGENCY ORDINANCE AMENDING SECTION 660.14 OF THE CODIFIED
ORDINANCES RELATING TO UNCLEAN PREMISES**

WHEREAS, the Mayor, Police Chief, Building and Zoning Inspector, and Law Director are recommending that Council amend Section 660.14 of the Codified Ordinances pertaining to Unclean Premises, in order to streamline and simplify enforcement of the Village Unclean Premises Ordinance and clarify what constitutes a violation.

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

SECTION 1. That the Council of the Village of Northfield hereby and herein amends Section 660.14 of the Village Code relating to Unclean Premises, as indicated in the attachment hereto.

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

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Ordinance were taken in an open meeting of this Council or any of its legal committees and/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 streamline and simplify enforcement of the Ordinance and clarify what constitutes a violation, 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

660.14 UNCLEAN PREMISES

~~(a) — Order to Clean Up Premises. Prior to May 10 in every year, the Mayor shall cause a notice or proclamation to be inserted in one or more newspapers of general circulation within the Municipality, ordering persons to clean thoroughly and provide proper drainage for all lands, yards, vaults, cesspools, sheds, and barns and to cause all tin cans, trash, dead and/or fallen trees, dead and/or dry brush, grass clippings and other unclean and unsightly matter to be removed on or about May 10.~~

~~(b) — Sanitary Inspection. Thereafter, in the month of May of each year, the County Health Officer, or in his or her absence, the Chief of Police, or his or her designee, shall make a thorough sanitary inspection of all public and private property in the Municipality and shall transmit his or her report, together with his or her recommendations, to Council on or before the first day of June. A copy of such report shall also be sent to the Ohio Department of Health.~~

~~(c) — Individual Orders for Abatement. If, upon inspection, it is found that the published order has not been complied with as to any lot or parcel of land, or the tree lawn adjacent and abutting thereto, Council shall, by resolution, direct the owner, occupant or person in charge of such land to abate such nuisance within ten days from the receipt of such order setting forth the nature of the violation and the acts required to be done. No person shall fail or refuse to comply with such order. Such resolution shall provide that upon failure or refusal to comply with such order, the work required shall be done by the Municipality, with the amount expended therefor to be a valid claim against such owner, occupant or person in charge, to be charged as a lien upon such land and to be recovered by the Municipality by suit in a court of competent jurisdiction. Such remedy shall be in addition to the penalty provided in subsection (i) hereof.~~

~~(d) — Copy of Resolution to be Served or Published. A copy of the resolution adopted under subsection (c) hereof may be served personally or at the usual place of residence of such owner, occupant or person in charge of such land, or by certified mail, or in lieu of such service, may be published for two consecutive weeks in a newspaper of general circulation in the Municipality.~~

(e) (a) Unclean Premises Prohibited. No owner, occupant, or person in charge of any lot or parcel of land, or of the tree lawn adjacent and abutting thereto, shall at any time cause or permit unsightly items, materials, or debris not appropriate to the area to accumulate on the property. Unsightly items, materials, or debris not appropriate to the area shall include, but not be limited to: motor vehicle parts; construction materials; out of use appliances, mattresses, furniture or other household furnishings; unattached utility trailers; inoperable or unlicensed vehicles, including automobiles, motorcycles, bicycles, boats, watercraft, snowmobiles, recreational vehicles, and mowers; rags; rugs; cans; trash; tires; plastic materials; paints; miscellaneous coverings; dead and/or fallen trees; dead and/or dry brush; grass clippings; dead plant material; items that may cause a fire hazard; items that may act as a breeding place for vermin or insects; items that constitute a public nuisance; items

that are patently grotesque or offensive to the senses; or items that have a blighting or deteriorating effect on the neighborhood. In addition to the above, no owner, occupant, or person in charge of any lot or parcel of land, or the tree lawn adjacent thereto, shall at any time cause or permit water to accumulate thereon and become stagnant; cause or permit culverts, drains, or natural watercourses thereon to become obstructed; or cause or permit any putrid or unsanitary substance to accumulate thereon; or cause or permit tin cans, trash, dead and/or fallen trees, dead and/or dry brush, grass clippings and other unclean and unsightly matter to accumulate thereon.

(f) (b) Placing of Garbage and Refuse on Another's Property. No person shall, without lawful authority, place garbage, waste, rubbish, junk, tin cans, dead and/or fallen trees, dead and/or dry brush, grass clippings and other unclean and unsightly matter as described in subsection (a) hereof on the premises of another.

~~(g) — Periodic Inspection. Independent of the annual clean-up and inspection provided for in subsections (a) and (b) hereof, the County Health Officer, the Chief of Police, or his or her designee, shall make periodic inspection of properties within the Municipality and shall report all violations of subsections (e) and (f) hereof to Council, which shall, by resolution, in the case of a violation of subsection (e) hereof, proceed to order such nuisance abated as provided in subsections (c) and (d) hereof. No person shall fail or refuse to comply with such order.~~

~~(h) — Enforcement; Cost Recovery. In case of failure or refusal to comply with any such resolution of Council, the work required thereby may be done at the expense of the Municipality and the amount of money expended thereof shall be a valid claim against such owner, occupant or person in charge and a lien upon such land which shall be certified to the County Auditor for collection as other taxes are collected. Such remedy shall be in addition to the penalty provided in subsection (i) hereof.~~

(i) (d) Penalty. Whoever violates this section is guilty of a minor misdemeanor of the fourth degree and shall be subject to the penalty provided in Section 698.02.