

The Village of Northfield

REGULAR COUNCIL MEETING AGENDA

DECEMBER 8, 2021, 7:30 p.m.

10455 NORTHFIELD ROAD

NORTHFIELD, OHIO 44067

Call to Order; Roll Call

Approval of Minutes: November 10, 2021 Regular Council Meeting

Appointment of New Council President Pro-Tem

Remonstrances:

Reports of Municipal Officers:

Jennifer Domzalski, Mayor

Finance Director, Jennifer Potvin

Brad Bryan, Law Director

Engineer, Dan Collins

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

Recreation Board

Cemetery Board

Reports of Standing Committees:

Finance, Nick Magistrelli

Roads and Public Works

Health and Welfare, Keith Czerr

Wages and Working Conditions, Gary Vojtush

Fire and Safety, Renell Noack

Buildings and Grounds, Alan Hipps

Legislation:

Resolution No. 2021-46, An Emergency Resolution to Make Temporary Appropriations for Current Expenses and Other Expenditures of the Village for the Period from January 1, 2022 through March 31, 2022 (First Reading)

Resolution No. 2021-47, An Emergency Resolution Authorizing Certain Amendments to the 2021 Appropriation Resolution and/or Transferring Items Already Appropriated in that Resolution (First Reading)

Resolution No. 2021-48, An Emergency Resolution Authorizing the Village to Accept a Summit County Land Bank Community Development Matching Grant from the Land Bank's Community Development Matching Grant Fund Program for the 10435 Northfield Road Pavilion, Parking, and Site Enhancement Project and Authorizing the Mayor to Execute a Community Development Matching Grant Fund Program Agreement (First Reading)

Resolution No. 2021-49, An Emergency Resolution Authorizing and Directing the Mayor to Purchase a 2022 Ford F750 Salt Truck from Valley Ford Truck, Inc. and the Necessary Lighting and Equipment to Equip the Vehicle from Henderson Product Sales, Inc. through the State's Cooperative Purchase Program (First Reading)

Resolution No. 2021-50, An Emergency Resolution Authorizing and Directing the Mayor to Enter into a Dispatch Services Agreement with the City of Macedonia (First Reading)

Resolution No. 2021-51, An Emergency Resolution Authorizing the Director of Finance to Deposit or Transfer Funds into the Village Unclaimed Fund (First Reading)

Old Business; New Business; Announcements

Executive Session (If Necessary)

Adjournment

**VILLAGE OF NORTHFIELD RESOLUTION NO. 2021-46
AN EMERGENCY RESOLUTION TO MAKE TEMPORARY APPROPRIATIONS FOR
CURRENT EXPENSES AND OTHER EXPENDITURES OF THE VILLAGE FOR THE
PERIOD FROM JANUARY 1, 2022 THROUGH MARCH 31, 2022**

WHEREAS, the Village is required by law to make temporary appropriations for current expenses and other expenditures for the period from January 1, 2022 through March 31, 2022.

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

SECTION 1. That in order to provide funds for the current expenses and other expenditures of the Village for the period from January 1, 2022 through March 31, 2022, the following appropriations are hereby made, by fund, that are set forth in the attachment hereto that is incorporated herein by reference.

SECTION 2. That the Director of Finance is hereby authorized to draw her warrants for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers thereof, or a resolution shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance; provided further, that the appropriations or contingencies can only be expended upon proper approval for items or expenses constituting a legal obligation against the Village and for purposes other than those covered by other specific appropriations.

SECTION 3. 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 and any of its committees and/or 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 December, 2021.

Pres. Pro-Tem of Council

Jennifer Domzalski, 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 _____, 2021.

Jennifer Potvin, Clerk of Council

**Village of Northfield
Temporary Appropriations Resolution 2022**

	<u>Personal Service</u>	<u>Other Operations</u>	<u>Capital</u>	<u>Non- Governmental</u>	<u>Total</u>
GENERAL FUND					
Police Department	\$ 375,000.00	\$ 60,000.00	\$ 20,000.00	\$ -	\$ 455,000.00
Street Lighting		\$ 6,000.00	\$ -	\$ -	\$ 6,000.00
Traffic Signs, Signals, Mark	\$ -	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
Cemetary	\$ -	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
County Health	\$ -	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00
Service Department	\$ 240,000.00	\$ 70,000.00	\$ 20,000.00	\$ -	\$ 330,000.00
Mayor	\$ 10,000.00	\$ 1,000.00	\$ -	\$ -	\$ 11,000.00
Council	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00
Mayor's Court	\$ 20,800.00	\$ 2,000.00	\$ -	\$ -	\$ 22,800.00
Finance Department	\$ 25,000.00	\$ 5,000.00	\$ -	\$ -	\$ 30,000.00
Law Department	\$ 14,000.00	\$ 26,000.00	\$ -	\$ -	\$ 40,000.00
Engineer	\$ 26,250.00	\$ 5,000.00	\$ -	\$ -	\$ 31,250.00
General Government	\$ -	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
Contributions	\$ 300,000.00	\$ -	\$ -	\$ -	\$ 300,000.00
County Auditor Deductions	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Land & Building	\$ -	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 40,000.00
S/T - GENERAL FUND	\$ 1,021,050.00	\$ 375,000.00	\$ 60,000.00	\$ -	\$ 1,456,050.00
Transfers/Advance/Conting.	\$ -	\$ -	\$ -	\$ 500,000.00	\$ 500,000.00
GENERAL FUND TOTAL	\$ 1,021,050.00	\$ 375,000.00	\$ 60,000.00	\$ 500,000.00	\$ 1,956,050.00
<u>OTHER FUNDS:</u>					
SCM&R	\$ -	\$ 350,000.00	\$ -	\$ -	\$ 350,000.00
State Highway	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Permissive Tax	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Police Pension	\$ 60,000.00	\$ 1,000.00	\$ -	\$ -	\$ 61,000.00
Fire Levy Fund	\$ 265,000.00	\$ 120,000.00	\$ 10,000.00	\$ -	\$ 395,000.00
Law Enforcement Trust	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Law Enforcement Asst	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Court Computer	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Northfield Park TIF	\$ -	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
Earned Benefits Fund	\$ -	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
Ledge Road Improvement	\$ -	\$ -	\$ -	\$ 150,000.00	\$ 150,000.00
Sewer Fund	\$ 36,000.00	\$ 100,000.00	\$ -	\$ -	\$ 136,000.00
TOTAL - ALL FUNDS	\$ 1,382,050.00	\$ 1,234,000.00	\$ 70,000.00	\$ 650,000.00	\$ 3,336,050.00

VILLAGE OF NORTHFIELD RESOLUTION NO. 2021-47

**AN EMERGENCY RESOLUTION AUTHORIZING CERTAIN AMENDMENTS TO THE
2021 APPROPRIATION RESOLUTION AND/OR TRANSFERRING ITEMS ALREADY
APPROPRIATED IN THAT RESOLUTION**

WHEREAS, as the result of certain occurrences, information, and expenditures, amendments to the Year 2021 Appropriation Resolution and/or transfers of items already appropriated in the Appropriation Resolution are desired and required.

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

SECTION 1. That in order to better and properly provide for certain expenditures during the 2021 calendar year, Council hereby and herein authorizes the amendments to the Year 2021 Appropriation Resolution and transfers of items already appropriated in the Year 2021 Appropriation Resolution in the amounts and to the funds set forth in the attachment hereto that is incorporated herein by reference.

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 this action is required by state law and is necessary for the operation of the Village government, 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 _____, 2021.

President Pro-Tem of Council

Jennifer Domzalski, 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 _____, 2021.

Jennifer Potvin, Clerk of Council

VILLAGE OF NORTHFIELD
Amendments and Transfer Ordinance 2021

Amendments to Current Appropriation

		<u>Amount</u>	<u>2021-6</u>
General Fund			
100.1050.41310	Income Tax Revenue	\$ 162,002.00	Increase 2021 Income Tax Projection
100.5090.52501	Capital	\$ 138,302.00	2022 Ford F-750 Salt Truck
100.7140.52350	Tax Collection Expense	\$ 20,000.00	Increased Revenue Projection
100.7225.52372	Election Expense	\$ 1,600.00	County RE Tax Assessment
100.7225.52373	Emergency Management	\$ 2,100.00	County RE Tax Assessment

RETURN OF ADVANCES

<u>From</u>	<u>To</u>

TRANSFERS

<u>From</u>	<u>To</u>		
General Fund (100)	Police Pension (230)	\$ 16,000.00	*
General Fund (100)	Fire Levy (240)	\$ 30,000.00	*
General Fund (100)	Police Pension (230)	\$ 20,000.00	**
General Fund (100)	Fire Levy (240)	\$ 60,000.00	**
General Fund (100)	Police Pension (230)	\$ 25,000.00	
General Fund (100)	Fire Levy (240)	\$ 100,000.00	

ADVANCES

<u>From</u>	<u>To</u>

For 12/8/21 Council Meeting
 *Retro to 10/31/2021 EOM Close
 **Retro to 11/30/2021 EOM Close

VILLAGE OF NORTHFIELD RESOLUTION NO. 2021-48
AN EMERGENCY RESOLUTION AUTHORIZING THE VILLAGE TO ACCEPT A
SUMMIT COUNTY LAND BANK COMMUNITY DEVELOPMENT MATCHING GRANT
FROM THE LAND BANK'S COMMUNITY DEVELOPMENT MATCHING GRANT
FUND PROGRAM FOR THE 10435 NORTHFIELD ROAD PAVILION, PARKING, AND
SITE ENHANCEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE A
COMMUNITY DEVELOPMENT MATCHING GRANT FUND PROGRAM AGREEMENT

WHEREAS, the Summit County Land Bank has established a community development matching grant program to support projects that reutilize vacant land; and

WHEREAS, the program awarded the Village a \$10,000 grant, on a 50% match basis, for the 10435 Northfield Rd. Pavilion, Parking, and Site Improvement Project; and

WHEREAS, in order to receive that grant, it is necessary for the Village to enter into a Community Development Matching Grant Fund Program Agreement.

NOW, THEREFORE, BE IT RESOLVED 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 authorizes the Village to accept a Summit County Land Bank Community Development Matching Grant from the Land Bank's Community Development Matching Grant Fund Program for the 10435 Northfield Road Pavilion, Parking, and Site Enhancement Project and the Mayor to execute the attached grant fund program agreement or a substantially similar agreement.

SECTION 2. That all formal actions of this Council and any actions of its committees that resulted in those formal actions concerning and relating to the passage of this Resolution were taken in meetings open to the public and/or in compliance with law.

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 the Village is required to adopt this legislation in order to receive the grant, 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 Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2021.

President Pro-Tem of Council

Jennifer Domzalski, 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 _____, 2021.

Jennifer Potvin, Clerk of Council

Community Development Matching Grant Fund Program Agreement

This Community Development Matching Grant Fund Program Agreement (the "Agreement") is made and entered into by and between the Summit County Land Reutilization Corporation ("SCLRC") and the Village of Northfield (the "Grantee") as of the last date entered below.

Background Information

The mission of the SCLRC is to support neighborhood and community reinvestment and economic development efforts through strategic acquisition, reclamation, rehabilitation and reutilization of property in Summit County to revitalize neighborhoods and communities, stabilize property values, reduce blight, return property to productive use, and improve the quality of life in our community.

Consistent with its mission, and under the authority granted it by the Ohio Revised Code, the SCLRC created the Community Development Matching Grant Fund Program ("Program") to:

- Facilitate the reclamation, rehabilitation, and reutilization of vacant, abandoned, blighted, tax foreclosed, and other real property in Summit County;
- Assist governmental entities and other nonprofit organizations to assemble, clear, and clear the title of property in a coordinated manner; and
- Promote economic and housing development in the County.

Statement of the Agreement

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

1. Funding Purpose. This Agreement is meant to obligate and disburse funds in the amount of \$10,000 to the Grantee as set forth in the Community Development Matching Grant Fund Program Application ("Application") submitted by the Grantee to the SCLRC and the Community Development Matching Grant Fund Program Guidelines ("Guidelines"), both of which are attached hereto and incorporated herein by reference, and shall be the basis upon which the Grantee shall perform, in accordance with the most recently modified Guidelines as approved by the SCLRC Board of Directors.

2. Total Allocation. This Agreement, and the amount set forth herein, represents the total allocation to the Grantee for this grant award. No later than sixty (60) days from the date of this agreement, the Grantee must submit a progress report to the SCLRC, in the form and manner prescribed by the SCLRC, and must provide all information and supplemental documentation requested by the SCLRC. The SCLRC reserves the right to reduce, recapture, and/or reallocate any portion, or all, of the funds based on the progress report(s) submitted, until the close of the grant.

3. Use of SCLRC Funds. SCLRC funds must be used for the sole and express purpose described in the Application and approved by the SCLRC Board of Directors. The Grantee shall undertake and complete the activities described in the Application in accordance with the Guidelines, as may be amended from time to time. If the SCLRC funds are not expended by the Grantee or not expended in accordance with the terms and conditions of this Agreement, or the Guidelines, the

Grantee shall return unused or improperly expended SCLRC funds within thirty (30) days after written demand by SCLRC.

4. Payment of SCLRC Funds. Unless otherwise approved by the SCLRC Board of Directors, SCLRC funds shall be available on a reimbursement basis and will not be released until all grant activity is complete and grantee submits a reimbursement request, along with required documentation of expenses, as outlined in the Guidelines and in the manner and form prescribed by the SCLRC. Waiver of such a reimbursement requirement, and approval for immediate payment of funds, must be approved, by resolution, by the SCLRC Board of Directors. Notwithstanding any such waiver, and approval, by the SCLRC Board of Directors, Grantee shall be required to submit all required reports, and other required documentation, as provided in the Guidelines and this Agreement, or as requested by the SCLRC. All expenses to be paid or reimbursed with SCLRC funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation required by the SCLRC as appropriate to evidence the costs incurred by the Grantee. The SCLRC may request, and the Grantee shall submit to the SCLRC, such additional documentation as may be necessary or useful to substantiate a reimbursement/disbursement request. In the event of a complete, or partial, denial of a reimbursement/disbursement request, the SCLRC shall notify the Grantee, in writing, including a statement of specific reasons for such denial, and the Grantee shall have an opportunity to re-submit the request with additional information responsive to the reason for denial. The SCLRC shall use reasonable efforts to issue a notice of denial, in whole or in part, within thirty (30) days after receipt of a reimbursement/disbursement request from the Grantee. The Grantee shall adhere to the procedures set forth in the Guidelines, and this Agreement, with regard to payment of SCLRC funds. The SCLRC shall review and process all submitted reimbursement requests within thirty (30) days of receipt from the Grantee, and shall disburse funds as soon as practicable. In the event Grantee submits more than one reimbursement request during the term of this Agreement, reimbursement shall be made on a fifty-percent (50%) match basis for each reimbursement request, until the applicant has reached the maximum award amount, pursuant to the Guidelines.

5. Conditions. Grantee shall undertake all activities in accordance with the Application and Guidelines. The parties agree that this Agreement along with the Application and Guidelines are deemed to be the sole basis of payment of funds to Grantee.

6. Term. This Agreement shall be binding upon both parties as of the last date entered below and all funds shall be expended, reimbursement/disbursement request(s) submitted, and final disbursements made within twelve (12) months from the date of execution of this Agreement.

7. Reporting. No later than sixty (60) days from the date of this agreement, the Grantee must submit a progress report to the SCLRC, in the form and manner prescribed by the SCLRC, and must provide all information and supplemental documentation requested by the SCLRC. Thereafter, Grantee shall submit a monthly report completed no later than the last day of each calendar month until the term of this grant expires. In its sole discretion, the SCLRC may, in writing, waive or extend the length of time between reports. Failure to submit required reports, or the submission of incomplete or inaccurate reports, shall be cause for delaying, or discontinuing, reimbursement/disbursement requests of the Grantee.

8. Final Performance and Financial Report. Grantee shall submit a Final Performance and Financial Report to the SCLRC, in the form and manner prescribed by the SCLRC, describing the use of the SCLRC funds during the term of this Agreement, the impact of the Program, the outcome(s) achieved from the expenditure of SCLRC funds, and a brief narrative of the overall

success of the Program, including any known land reclamation, rehabilitation, reutilization, economic, housing, environmental, or other benefits. Grantees shall provide data and photographs as required by the SCLRC. Optional data that the SCLRC encourages Grantees to track include building permits and public or private infrastructure improvements or investments made as a result, or in conjunction with, the grant project funded. The Final Performance and Financial Report shall be submitted to the SCLRC no later than thirty (30) days following the final disbursement of funds or final disposition of the project property, whichever is later, in a form and manner to be prescribed by the SCLRC.

9. Additional Information. Grantee shall provide to SCLRC any additional reports or information relating to the Program as the SCLRC may, from time to time, reasonably request.

10. Records, Access, and Maintenance. Grantee shall establish and maintain, for at least three (3) years from the termination of this Agreement, such records as are required by the SCLRC including, but not limited to, financial reports, property reports, invoices and other documentation of expenses, photographs, and all other relevant information related to the grant. The parties further agree that records required by the SCLRC with respect to any questioned costs, audit disallowances, litigation or dispute between the SCLRC and the Grantee shall be maintained for three years beyond the resolution of said matter. In the event of early termination of this Agreement, or if for any other reason the SCLRC shall require a review of the records related to the project, the Grantee shall, at its own cost and expense, segregate all such records related to the grant, and this Agreement, from its other records of operation.

11. Property and Equipment Purchases. All items purchased by the Grantee from the funds granted herein are, and shall remain, the property of the Grantee unless the Grantee defaults in the performance of the terms and conditions of this Agreement. If the Grantee defaults in the performance of the terms and conditions of this Agreement, all property and equipment purchased by the Grantee with any funds herein granted shall revert to the SCLRC. The Grantee shall provide for the security and safekeeping of all items, or property, obtained through this Agreement.

12. Audits and Inspections. At any time, during normal business hours, upon reasonable notice and as often as the SCLRC may deem necessary, and in such a manner as not to unreasonably interfere with the normal business operations of the Grantee, the Grantee shall make available to the SCLRC, for examination, and to appropriate federal and state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit the SCLRC, or its agents, to audit, examine and make excerpts, transcripts, or copies of, or from, such records.

13. Default. The Grantee shall be in default of this Agreement if the Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than thirty (30) days after written notice from the SCLRC. During the thirty (30)-day cure period, the Grantee shall incur only those obligations or expenditures pre-approved by the SCLRC that are necessary to enable the Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement.

14. Remedies. Following a default by the Grantee, the SCLRC may exercise one, or more, of the following remedies:

A. Discontinue Disbursements. If the SCLRC funds have not been fully disbursed, the SCLRC may terminate any, or all, of the SCLRC's obligations under this Agreement, including the obligation to make further disbursements of SCLRC funds.

B. Demand Repayment of SCLRC Funds or Liquidated Damages. Under the circumstances described in Section 3 of this Agreement, the SCLRC may demand repayment of SCLRC funds improperly expended. The Grantee shall not be required to repay an amount that exceeds the SCLRC funds disbursed to the Grantee.

C. Other Legal Remedies. Pursue any other legal or equitable remedies the SCLRC may have under this Agreement or applicable law.

D. Remedies Cumulative. No remedy provided to the SCLRC under this Agreement, or otherwise by law or in equity, is exclusive of any other available remedy. No delay or omission by the SCLRC in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised, from time to time, as often as may be deemed by the SCLRC to be expedient or appropriate.

E. Effects of Default. Within thirty (30) days after termination of this Agreement, following any default, Grantee shall provide SCLRC with a Final Performance and Financial Report, as described above, setting forth the total expenditure of the SCLRC funds by the Grantee and the status of the grant, or project, at the time of termination. The final report shall be signed and certified by the Grantee. This reporting obligation shall survive the termination of this Agreement.

15. Public Records. The Grantee acknowledges that this Agreement and other records in the possession or control of the SCLRC, subject to limited exceptions provided in the Ohio Revised Code, are public records under the Ohio Revised Code and are open to public inspection unless a legal exemption applies.

16. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the SCLRC of any of its rights hereunder.

17. Nondiscrimination. In performing this Agreement, the Grantee shall not discriminate against any employee, applicant for employment, or other person because of race, religion, color, gender, national origin, disability, age, military status, sexual orientation or identification, or ancestry.

18. Conflict of Interest. No personnel of Grantee, subcontractor of Grantee, public official, employee or member of the governing body of the particular locality where this Agreement shall be completed, who exercises any functions or responsibilities in connection with the review or approval of the work completed under this Agreement shall, prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his/her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, shall immediately disclose his/her interest to the SCLRC in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless the SCLRC determines that, in light of the personal interest disclosed, his/her participation in any such action would not be contrary to the public interest.

19. Adherence to State, Federal, and Local Laws and Regulations. The Grantee agrees to comply with all applicable federal, state and local laws in the performance of this Agreement. Grantee accepts full responsibility for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions and any and all other taxes or payroll deductions required for all employees engaged by the Grantee on the performance of the work authorized by this Agreement.

20. Outstanding Liabilities. The Grantee affirmatively covenants that it does not owe: 1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State, 2) any monies to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.

21. Falsification of Information. Grantee affirmatively covenants that it has made no false statements to the SCLRC in the process of obtaining this grant of funds. If Grantee has knowingly made a false statement to the SCLRC to obtain this grant of funds, the Grantee shall be required to return all funds immediately and shall be ineligible for any future assistance from the SCLRC.

22. Miscellaneous.

A. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including, but not limited to, matters of validity, construction, effect and performance.

B. Forum and Venue. All actions regarding this Agreement shall be formed and venued in a court of competent subject matter jurisdiction in Summit County, Ohio.

C. Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

D. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

E. Notices. All notices, consents, demands, requests and other communications which may be, or are, required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In case of Grantee, to:

Name: Daniel Collins, Village Engineer

Organization: Village of Northfield

Address: 199 Ledge Road

City State Zip: Northfield Village, Ohio 44067

With a copy to:

Name: Jennifer Potvin, Director of Finance

Organization: Village of Northfield

Address: 10455 Northfield Road

City State Zip: Northfield Village, Ohio 44067

In case of SCLRC, to:

Patrick L. Bravo, Executive Director

Summit County Land Reutilization Corporation

1180 South Main Street, Suite 230

Akron, Ohio 44308

F. Amendments or Modifications. Either party may, at any time during the term of this Agreement, request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to this grant of funds. Should the parties consent to the modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

G. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

H. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

I. Assignment. Neither this Agreement, nor any rights, duties, or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of the SCLRC. Any assignment or delegation not consented to may be deemed void by the SCLRC.

IN WITNESS WHEREOF, the parties hereto have executed this Community Development Matching Grant Fund Program Agreement as of the last date set forth below.

GRANTEE:

By:

Jennifer Domzalski, Mayor

Date

SCLRC: Summit County Land Reutilization Corporation

By:
Patrick L. Bravo
Executive Director

Date

Approved as to form and correctness:

By:

Bradric T. Bryan, Director of Law, Village of Northfield

Date

VILLAGE OF NORTHFIELD RESOLUTION NO. 2021-49

AN EMERGENCY RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO PURCHASE A 2022 FORD F750 SALT TRUCK FROM VALLEY FORD TRUCK, INC. AND THE NECESSARY LIGHTING AND EQUIPMENT TO EQUIP THE VEHICLE FROM HENDERSON PRODUCT SALES, INC. THROUGH THE STATE'S COOPERATIVE PURCHASE PROGRAM

WHEREAS, formal advertisement and bidding are not required if purchases are made through the State's Cooperative Purchasing Program as managed by the Ohio Department of Transportation; and

WHEREAS, Village Council wishes to take advantage of the State's Cooperative Purchasing Program in order to obtain extremely beneficial prices on the purchase of a 2022 Ford F750 salt truck and the necessary equipment to outfit the vehicle for use by the Village's Service Department.

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

SECTION 1. That the Mayor is hereby and herein authorized and directed to enter into an agreement to purchase a 2022 Ford F750 salt truck, with the specifications set forth in the attached quotation, from Valley Ford Truck, Inc. of Cleveland, Ohio for the state bid price of \$78,930 and enter into an agreement to purchase the necessary equipment to outfit the vehicle, as set forth in the attached quotation, from Henderson Products, Inc. of Bucyrus, Ohio, for the amount of \$59,372, amounting to a total price of \$138,302, pursuant to State of Ohio Department of Transportation specifications and pursuant to ODOT's State Cooperative Purchasing Program.

SECTION 2. That the Village of Northfield agrees to hold the Director of Transportation and the Ohio Department of Transportation harmless for any claim or dispute arising out of participation in the contract pursuant to Ohio Revised Code Section 5513.01(B), including the purchase authorized by this Resolution.

SECTION 3. 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 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 in order to assist with the operation of a municipal department and protect the safety and welfare of the Village residents, 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. 2021-49
PAGE TWO

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2021.

President Pro-Tem of Council

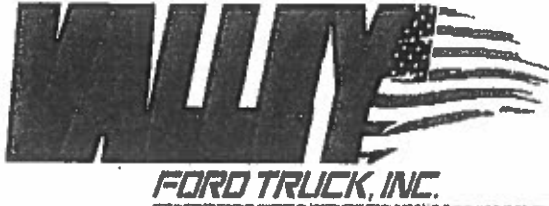
Jennifer Domzalski, Mayor

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 _____, 2021.

Jennifer Potvin, Clerk of Council



5715 Canal Rd., Cleveland, OH 44125
Phone 800.533.2400 Fax 216.520.0486
ValleyFordTruck.com

NOVEMBER 16, 2021

VILLAGE OF NORTHFIELD CHRIS WHILE (440)915-2915 cwhile73@gmail.com

MEDIUM TRUCK CONTRACT 023-21

2022 FORD F750 CHASSIS
AS EQUIPPED

600A
7.3L V8 GAS
50 STATE EMISSIONS
6 SPEED AUTO
ALUMINUM WHEELS FRONT/REAR
PTO PROVISION
FRONT 11R22.5 ALL TERRAIN TIRES
MAY NOT MATCH EXISTING TIRES DUE TO AVAILABILITY
FOUR 11R22.5G GOODYEAR FUEL MAX RTD
HYDRAULIC BRAKES WITH TRACTION CONTROL
10,000LB NON DRIVING / 10,000LB SPRINGS FRONT AXLE / SPRINGS
21,000LB / 21,000LB SPRING REAR AXLE / SPRINGS
6.5
158" WB
14.18 SECTION MODULUS, 120,000PSI
BLACK FRONT BUMPER
25,999
LUBE FRONT AXLE EMGARD SYNTHETIC OIL
LUBE REAR AXLE EMGARD SYNTHETIC OIL
LH 50 GALLON ALUMINUM
HD ALTERNATORS
(2) 900CCA TOTAL
30/70 DRIVER AIR FIXED PASSENGER
110V PLUG IN DASH
FOUR BODY BUILDER SWITCHES
AM FM RADIO
REMOTE KEYLESS ENTRY
POWER GROUP
HEATED SIDE MIRRORS
WHITE
GREY
NO EQUIPMENT

COST.....\$78,930.00

Chris, Ross will install the electric brake when he installs the equipment, I left him a message to that effect. Also, the cab axle is 84", not sure what size body you are installing.

Chassis is in stock but subject to prior sale.

I will call to follow up but call anytime with any questions, (216)524-2400.

Jenny Loveland

Regards,
Jenny Loveland
Government Sales Manager



HENDERSON

PRODUCTS, INC.

2177 STATE ROUTE 19
BUCYRUS, OH 44820
PHONE: 419-617-7509
FAX: 563-927-7106

CUSTOMER QUOTE

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ASPHALT LIP: NO ASPHALT LIP
 SIDE BOARDS: UPFITTER SUPPLIED SIDEBOARDS
 SIDE LADDER LOCATION: LADDER, DRIVER FRONT, LOOSE
 SIDE LADDER TYPE: LADDER, PULLOUT 201SS, FIXED UPR
 INTERIOR STEPS: NO INTERIOR STEPS
 RUB RAIL LIGHTING: NO RUB RAIL LIGHTING
 REAR BOLSTER MARKER LIGHTING: 2.5" RED REAR BLSTR LIGHT
 REAR FACING REAR BOLSTER LIGHT: 3 OBRound LIGHT
 LIGHTING ADD ONS: NO BOLT-ON LIGHT BOX
 LIGHTING PACKAGE: UPFITTER SUPPLIED LIGHT PACK
 PWS TANKS: NO PREWET TANKS
 PREWET PREP: NO PREWET BOX BRACKET
 WALK RAILS: 2" DRVR & CURB WALK RAIL
 TARP RAILS: NO TARP RAILS
 VIBRATOR LOCATION: NO VIBRATOR
 TGS INSTALLATION: NO FACTORY INSTALLED TGS
 TGS INTEGRATION: NO TGS SPILL SHIELDS
 TGS/ASPHALT LIP MOUNT HOLES: NO MOUNT HOLES IN BOLSTER
 FINISH PREP: WASH & PRIME MILD PARTS ONLY
 PAINT/FINISH: NO FINISH
 NOTE 1:: NO ADDITIONAL CUSTOM OPTIONS
 NOTE 2:: NO ADDITIONAL CUSTOM OPTIONS
 NOTE 3:: NO ADDITIONAL CUSTOM OPTIONS
 NOTE 4: NO ADDITIONAL CUSTOM OPTIONS
 NOTE 5: NO ADDITIONAL CUSTOM OPTIONS
 NOTE 6: NO ADDITIONAL CUSTOM OPTIONS
 NOTE 7: NO ADDITIONAL CUSTOM OPTIONS
 NOTE 8: NO ADDITIONAL CUSTOM OPTIONS

TGS salt / sand spreader

TROUGH MATERIAL: 201SS
 AUGER SIZE AND TYPE: 6" dia. auger, direct drive
 MOUNTING BRACKETS: Std brackets for 96" wide bodies

Installation Workup

Facility: IDC-OH
 Chassis Delivery To Henderson: Henderson Picks Up (100 miles or less)
 Completed Truck Delivery Method: Henderson Delivers (100 miles or less)
 Chassis Make: Ford
 Chassis Model Yr: 2022
 Chassis Model: F750
 Useable CA/CT: 84in
 Front Axle Rating: 10000
 Rear Axle Rating: 21000
 Pump Location: Transmission Mount Pump



Sourcwell



HENDERSON

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CUSTOMER QUOTE

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Transmission Type: Automatic

Dump Body Type: Mark E Single Axle

Floor Length: (10') Floor length

Hoist Type: Tele Trun Hoist with Subframe, Internal Doghouse

Cylinder Type: Double Acting

Body Material (Sides/ends): Stainless Steel Type Body Material

Tailgate Release Type: Manual Tailgate Release

Cabshield Install: Supl'd by fact, welded to body @ IDC, sales to order w/ unit

Ladder(s): Supplied by factory, Install @ IDC (sales to order w/ unit)

Ladder Install QTY (Dump): (1) LADDER INSTALLED @ IDC (LABOR ONLY)

Ladder Install Style (Dump) 1: 3 Step Pull Out

Ladder Install Loc 1 (Dump): Driver Side Front

Sideboards: Wood (Un-Painted), supplied/installed by IDC

Sideboard Notes:

Body Spec Notes:

Spreader Type: TGS

TGS Drive Type: Hydraulic Drive

TGS Spinner Configuration: Single Spinner Install

TGS Body Type: Standard straight gate body install

TGS mounting type: STD TGS brackets (supplied with unit)

HYD QD Mount Brackets: Stainless Steel QD Mount in front of dump body bolster

Chassis Accessories: Yes (SELECT RELATED OPTIONS BELOW)

Mudflaps (Rear): Swinging w/Logo

Mudflap Type (Rear): 36" Swinging, SS (with LOGO)

Fenders: Poly fenders, Full Pair, single axle, SS mount

Pintle Plate: Yes (select from options below)

Pintle Plate Configuration: 3/4" Plate, PH20 Holes, SA w/ SubFrm (3LTC)

Pintle Plate D-Rings: Qty (2) 1" D-rings, 50 deg bend

Pintle Hook: 20 Ton

Trailer Plug (1): 7 Pin Trailer Plug, Truck end 7-Way RV, new style (municipal)

Truck Wash: Complete Truck Wash/Clean/Vac 1

Warranty: Standard 1 Year Warranty

Inspection: Walk-around meeting only

Reflective Tape: Reflective Tape, Henderson Logo (60' Linear)

Install Touch-up: Basic Installation Touch-Up

Electrical: Yes (SELECT RELATED OPTIONS BELOW)

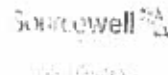
Power Distribution Panel: Power Distribution Panel

Misc Electrical Supplies: Req'd Misc Elect Supplies

Worklight(s) QTY: (QTY 1) Work Light (Select type below)

Worklight (1) Type: LED, Worklight, 4in Round (Optilux)

Worklight (1) Gen Location: Rear Spinner





HENDERSON

PRODUCTS, INC.

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CUSTOMER QUOTE

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Cabshield Warning Light Qty: Qty 6 Lights (Order Holes with Unit)
Cabshield Warning Lights: QTY 6, 6" LED Oval Strobes, Amber (order holes w/unit)
Cabshield Lighting Harness: Cabshield Warning Lights Only (qty 2-6)
Rear Dump Bolster (S/T/T): LED S/T/T, kit (OH) (order holes)
OEM Light Remount: Remount OEM Chassis Lights
Rear Dump Bolster (Back-up): B/U Lights, LED, Clear, Oval, pair (Order holes with body)
Rear Dump Bolster Strobes: 6" LED Oval Strobes, Amber, 1 PR, (order holes w/unit)
Back up alarm: Backup Alarm, 97db
Body up switch/light: Supplied with Hydraulics, IDC install
Brake controller: Brake Controller, Voyager Brake Controller
Backbone & Wire Standoffs: 10' Backbone (For SA)

Electrical Spec Notes:

Hydraulics: Full Hydraulic Package
Hyd Supplier: Certified (Select Pkg Below)
Hyd Supplier (Spec): Certified Power 18346337
Controls Type: Cable Controls
Cable Qty: 1 Function
PTO Type: Included in Hydraulics Package
Reservoir Type: Supplied With Hydraulics
Reservoir Spec:
Valve Enclosure Type: Supplied With Hydraulics
Low Oil Indicator: Yes, included in Hyd Pkg
Return Filter: Provided with Hydraulics
SS Tubing Upgrade: SA, F&R lines, 6' Frnt, 9'Rr
Quick Coupler Upgrade: Standard Quick Couplers

Hydraulics Notes:

Dump Function with Spreader Function

IDC Paint Location: IDC-OH
Undercoat: Undercoat (Body Underside & Chassis)
Paint Code & Color (from color charts):



Sourcwell



HENDERSON

PRODUCTS, INC.

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BUCYRUS, OH 44820
PHONE: 419-617-7509
FAX: 563-927-7106

CUSTOMER QUOTE

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To: HENDERSON PRODUCTS, INC. - OH
Attn:
Quote Date: 11/23/2021
Valid Until: 12/23/2021

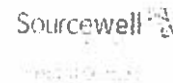
Quoted By: Ross Repp
Phone: 419-617-7509
Cell: 4195696166
Fax:
Email: rrepp@hendersonproducts.com

Quoted:
2021/22 F750 Single Axle Snow and Ice Control Truck Equipment Package

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

HPI Marke

COUNTRY/LANGUAGE: USA/ENGLISH
FAMILY: MARK E, CLASSIC
FLOOR LENGTH: 10' FLOOR LENGTH
SIDE HEIGHT: 30" SIDE HEIGHT
BODY MATERIAL(SIDES/HEADSHEET): 10GA 201SS SIDES/HEADSHEET
SIDE BRACES: (2) V CRIMP SIDE BRACES
TOP RAIL/RUB RAIL MATERIAL: 10GA 201SS TOP & RUB RAILS
REAR BOLSTER HEIGHT: 8" BOLSTER, 2-1/8" POCKETS
REAR BOLSTER MATERIAL: 7GA 201SS REAR BOLSTERS
FRONT BOLSTER: FRONT BOLSTERS,10GA
FLOOR MATERIAL: 1/4" AR400 FLOOR
HOIST TYPE: TRN MT HOIST,EXT DH,SUBFRM,DA
CYLINDER MODEL: CS/G4,DBL ACT,2YR SALT WTY*
HOIST MOUNT TYPE: STANDARD SUBFRAME
INSTALL HOIST & CRADLE: UPFITTER INSTALLED H&C
LONGSILLS: 5" I-BEAM LONGSILLS, SKIP WELD
BODY HINGE MAINTENANCE: GREASEABLE PINS, NO BUSHINGS
TAILGATE STYLE: CONFIGURABLE STANDARD TAILGATE
TAILGATE SHEET MATERIAL: 10GA 201SS TAILGATE SHEET
TAILGATE LINER: NO TAILGATE LINER
COAL CHUTE: NO COAL CHUTE
TAILGATE BRACE: 1 HORIZONTAL TAILGATE BRACE
TAILGATE LIFT STYLE/LOCATION: FORMED LIFT LOOP, INTERIOR
TAILGATE RELEASE & CONTROL: MANUAL TAILGATE RELEASE
TAILGATE HINGE: STD, 1-1/4" PIN, 1" PLT
TAILGATE CHAINS: ZINC TAILGATE CHAINS
HORIZONTAL J-HOOKS: NO HORIZONTAL J-HOOKS
TAILGATE PIN LANYARDS: NO TAILGATE PIN LANYARDS
TAILGATE AIR VALVE: NO TG AIR VALVE
LUBRICATION: GREASEABLE PINS, JAWS, & SHAFT
CABSHIELD STYLE/WIDTH/OVERHANG: WELD-ON,22"x86", NO TARP SHROUD
CABSHIELD MATERIAL: 201SS, 10GA PANEL, 7GA ENDS
CABSHIELD INSTALLATION: CABSHIELD SHIPS LOOSE
CABSHIELD OFFSET: OFFSET NOT APPLICABLE
CABSHIELD LIGHTING: CS LIGHTS, 2 FORWARD,1 EACH SIDE, 2 REAR





HENDERSON

PRODUCTS, INC.

2177 STATE ROUTE 19
BUCYRUS, OH 44820
PHONE: 419-617-7509
FAX: 563-927-7106

CUSTOMER QUOTE

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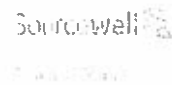
Single Package: \$59,372.00
Package(s) : 1
Total: \$59,372.00

Due to current raw material market conditions this quote includes a surcharge on Henderson equipment. Quotes exceeding the expressed quote validity date are subject to surcharge revisions.

Signed: _____ Date: _____

Quote notes:

#138,202



MAKE CHECK PAYABLE TO
Storage Rentals of America - Avon
998 Center Road

Avon, OH 44011
440-937-6527

440-937-6527

INVOICE

Unit F37
Tenant 396338
Invoice 57192
Invoice Date November 17, 2021
Due Date December 1, 2021

Amount Due 148.20

Mr David W Adams

22050 Mastick Road Attn: Attorney Elizabeth Goodwin
Fairview Park OH 44126

Please check box if address is incorrect
and indicate change. Signature is required
to authorize address changes.

Signature
AMOUNT ENCLOSED _____

DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

UNIT	DATE	ITEM/SERVICE	AMOUNT	TAX	DUE
F37	12/1/2021	Rent 12/1-12/31	126.00	8.20	134.20
F37	12/1/2021	Insurance 12/1-12/31	14.00	0.00	14.00
			Subtotal		140.00
			Taxes		8.20
			Balance Due		148.20

Please remit the total due amount of 148.20 to the above address.

Thank you for your business!

MAKE CHECK PAYABLE TO

Storage Rentals of America - Avon
998 Center Road

Avon, OH 44011

440-937-6527

440-937-6527

INVOICE

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F37	12/1/2021	Insurance 12/1-12/31	14.00	0.00	14.00
			Subtotal		140.00
			Taxes		8.20
			Balance Due		148.20

Please remit the total due amount of **148.20** to the above address.

Thank you for your business!

**VILLAGE OF NORTHFIELD RESOLUTION NO. 2021-50
AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
DISPATCH SERVICES AGREEMENT WITH THE CITY OF MACEDONIA**

WHEREAS, for the past many years, the Village has contracted with the City of Macedonia for the provision of dispatch services; and

WHEREAS, the Village has been happy with the dispatch services provided by Macedonia and desires enter into an extended dispatch services agreement with the City.

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 enter into the attached ten year agreement with the City of Macedonia for the provision of dispatch services to the Village or an agreement substantially similar thereto.

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 the law.

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 Village departments and the protection of the Village's residents and visitors, 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 Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2021.

Pres. Pro-Tem of Council

Jennifer Domzalski, 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 _____, 2021.

Jennifer Potvin, Clerk of Council

**DISPATCH SERVICES AGREEMENT
BETWEEN THE CITY OF MACEDONIA AND VILLAGE OF NORTHFIELD**

This Agreement is made and entered into by and between the City of Macedonia, a chartered municipal corporation in the County of Summit, State of Ohio ("City"), in accordance with Resolution No. __-2021 passed by City Council on _____, 2021, and the Village of Northfield, Ohio, a municipal corporation in the County of Summit, State of Ohio ("Village"), in accordance with Resolution No. ____-____, passed by Village Council on _____, 2021. The City and Village are collectively referred to as the "Parties."

WHEREAS, the City maintains a currently-functioning communications center that has full-time telephone answering and radio dispatching services; and

WHEREAS, as the Village's current agreement with the City is set to terminate at the end of calendar year 2021, the Village desires to enter into a contract for the continued use of the City's telephone answering and radio dispatching services through the end of the 2031 calendar year and is willing to reimburse the City for those services, and to reimburse the City for the cost of adding/expanding certain hardware and/or software to enable the City to provide such services to the Village; and

WHEREAS, the City is willing to make such additions/expansions and provide such services, and accept the amount set forth herein as compensation.

NOW, THEREFORE, the Parties agree, as follows:

1. SCOPE OF SERVICES TO BE PROVIDED BY THE CITY OF MACEDONIA.

The City will furnish twenty-four (24) hour a day telephone answering and radio dispatching services to the Village with the basic service to be as follows:

- a. Answer all emergency and non-emergency police and fire telephone lines to the Village and relay such messages; and
- b. Provide computer information in accordance with the Rules and Regulations set forth by LEADS/NCIC; and
- c. Enter any and all regular, LEADS and NCIC-based warrants, stolen vehicles and articles, missing persons, etc. into the computer.

The City will furnish services in accordance with the City's own manual for operation of its system, including providing the Village copies of all teletypes regarding missing/wanted persons, B.O.L.O.S., theft, returned property, schools, etc.

To furnish such services, the City has or will add or expand certain hardware and/or software, including but not limited to the addition of police and fire radio frequencies, phone line(s), and equipment recording capability used to provide telephone answering and radio dispatching services, and the Village acknowledges and agrees it will pay the full cost of such addition/expansion, including the cost of any related equipment, software, installation, labor, and programming, as set forth in Section 3 below.

The provision of dispatch services to the Village under this Agreement may require the hiring of additional support personnel.

2. RESPONSIBILITY OF THE VILLAGE OF NORTHFIELD.

Immediately upon execution of this Agreement, the Village's Fiscal Officer shall certify to the City that the Village currently has the funds available and appropriated to cover the costs of the first year of this Agreement, and the Village Fiscal Officer shall provide such certification to the City at the beginning of each fiscal year thereafter.

The Village will submit all warrants on the proper forms and will ensure their correctness.

The Village shall provide the City with a current map of the Village and shall be responsible for keeping the map current.

The Village agrees to abide by the City's Dispatch Manual, Dispatch Policy and all reasonable policies and procedures.

The Village agrees that only necessary requests will be made for Dispatch to make telephone calls; all other telephone calls shall be made by the officers or available parties. No non-work related, frivolous, or personal requests for calls shall be made.

The Village agrees that in the event the Village expands its police coverage into an adjoining community, an addendum or rider shall be attached to this Agreement to cover the additional dispatch services being rendered.

The Village agrees that in the event there is a noticeable increase in call volume, an addendum may be added to this contract to cover that additional burden. The Village further agrees that if there is a noticeable increase in call volume due to further casino-related development, an addendum may be added to this contract to cover that additional burden.

3. PAYMENT FOR DISPATCH SERVICES.

For the City’s provision of these basic dispatch services to the Village seven (7) days per week, 24-hours per day, the Village shall pay the City as follows (1.03 = 3% increase):

YEAR	Prior Year x Annual Increase	Total Due	Quarterly Payments
2022	(Starting Amount \$90,040)	\$90,040	\$22,510
2023	\$90,040 x 1.03 =	\$92,740	\$23,185
2024	\$92,740 x 1.03 =	\$95,520	\$23,880
2025	\$95,520 x 1.03 =	\$98,384	\$24,596
2026	\$98,384 x 1.03 =	\$101,335	\$25,334
2027	\$101,335 x 1.03 =	\$104,375	\$26,094
2028	\$104,375 x 1.03 =	\$107,506	\$26,877
2029	\$107,506 x 1.03 =	\$110,732	\$27,683
2030	\$110,732 x 1.03 =	\$114,054	\$28,513
2031	\$TBD	TBD	TBD

For all calendar years, four equal installments as set above are due and payable to the City on or before January 31, April 30, July 31, and October 31 of the year services are being provided. The Parties agree to meet in the 9th (2030) year of this Agreement to discuss and finalize the amount to be paid by the Village to the City for providing the dispatch services contemplated by this Agreement for year 10 (2031).

4. ANNUAL SUPPORT & MAINTENANCE

For the City’s provision of dispatch services, there exist annual support and maintenance agreements as set forth on the document attached as Exhibit A and incorporated herein by reference, for which the Village shall pay the City as follows:

YEAR		Due Date	Annual Payment
2022		1/31/2022	\$2,341
2023		1/31/2023	\$2,341
2024		1/31/2024	\$2,341

2025		1/31/2025	\$2,341
2026		1/31/2026	TBD
2027		1/31/2027	TBD
2028		1/31/2028	TBD
2029		1/31/2029	TBD
2030		1/31/2030	TBD
2031		1/31/2031	TBD

The Parties agree to meet in the 4th (2025) year of this Agreement to discuss and finalize the amount to be paid by the Village to the City for annual support and maintenance payment for years 6 through 10 (2027 through 2031), which shall take into consideration any new equipment acquisition, upgrades, call volume, and associated maintenance agreements.

5. WAIVER

The Village hereby expressly waives any right, claim, demand or cause of action it may now have, and have in the future against the City and/or any of its officers, employees, or agents, which arises, or may arise, from the performance of this contract by the City, its officers, employees, or agents. Furthermore, the Village shall hold the City harmless from any such claim by any non-resident or resident of the Village, or any of its officers, employees, or agents or any third party that results from any act or omission of the Village or any of its officers, officials or employees.

6. TERMINATION

Either side may terminate this agreement with 90 days written notice. In the event the Village is more than thirty (30) days late with any installment payment, the City may, at its discretion, terminate this Agreement if payment is not made by the Village within fourteen (14) days of the Village's receipt of a written notice of non-payment from the City. The City may also terminate the Agreement with thirty (30) days written notice in the event the Village has three or more Dispatch Policy violations within any calendar year.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be subscribed on this Agreement by their duly authorized officers on duplicate copies of this Agreement, each of which shall be deemed an original, this _____ day of _____, 2021.

Approved as to Form:

On behalf of the City of Macedonia:

Mark V. Guidetti, Director of Law
City of Macedonia, Ohio

Nicholas Molnar, Mayor
City of Macedonia, Ohio

Approved as to Form:

On behalf of the Village of Northfield:

Bradric T. Bryan, Director of Law
Village of Northfield, Ohio

Jennifer Domzalski, Mayor
Village of Northfield, Ohio

**VILLAGE OF NORTHFIELD RESOLUTION NO. 2021-51
AN EMERGENCY RESOLUTION AUTHORIZING THE DIRECTOR OF FINANCE TO
DEPOSIT OR TRANSFER FUNDS INTO THE VILLAGE UNCLAIMED FUND**

WHEREAS, the Village is required to remit funds that have not been claimed for certain periods of time to the Village Unclaimed Fund; and

WHEREAS, checks issued by the Village in 2020 and 2021 have not been cashed; and

WHEREAS, as a result of the above, the Finance Department and Council desire for the amount in question to be transferred to or deposited into the Village Unclaimed Fund.

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

SECTION 1. That Council hereby authorizes the Director of Finance to transfer or deposit the amount of \$87.02 to or into the Village Unclaimed Fund. A description of the funds comprising the deposited amount is attached hereto and incorporated herein by reference.

SECTION 2. That all formal actions of this Council and any actions of its committees that resulted in those formal actions concerning and relating to the passage of this Resolution were taken in meetings open to the public and/or in compliance with law.

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 this action is required by law, 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 Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2021.

President Pro-Tem of Council

Jennifer Domzalski, 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 _____, 2021.

Jennifer Potvin, Clerk of Council

CHECK LISTING BY BANK
AS OF: 12/06/2021

STARTING CHECK NO:0000104468
STARTING DATE :
0004
ENDING CHECK NO:0000105235
ENDING DATE : 11/30/2021
FIRST NATIONAL BANK OF PENNSYLVANIA

VENDOR NUMBER AND NAME	CHECK NO	CHECK DATE	AMOUNT	CASHED DATE
NAPWDA NORTH AMERICAN POLICE WORK DOG	0000104468	03/06/2020	45.00	
TREAS100 TREASURER, STATE OF OHIO	0000105201	02/17/2021	10.02	
ALISONBREN ALISON BRENNEN	0000105235	03/03/2021	32.00	
FOR BANK 0004 FIRST NATIONAL BANK OF PE				
TOTAL CHECKS/AMOUNT:	3		87.02	
TOTAL CASHED/AMOUNT:	0		0.00	
TOTAL OUTSTANDING/AMOUNT:	3		87.02	

* End of Report: Village of Northfield *