

The Village of Northfield

REGULAR COUNCIL MEETING AGENDA

FEBRUARY 12, 2025, 7:30 p.m.

10455 NORTHFIELD ROAD

NORTHFIELD, OHIO 44067

Call to Order; Roll Call

Approval of Minutes: January 22, 2025 Regular Council Meeting

Special Presentations

Remonstrances

Reports of Municipal Officers:

Mayor, Jenn Domzalski

Finance Director, Jennifer Potvin

Law Director, Brad Bryan

Engineer, Dan Collins

Department Heads:

Police Chief, Brian Zajac

Fire Chief, Jason Buss

**Appointment of Members of the Village Volunteer Firefighter Dependency
Fund Board**

Service Dept./Building and Zoning Superintendent, Jason Walters

Reports of Municipal Boards and Commissions:

Planning Commission, Alan Hipps

Recreation Board, Mayor Domzalski

Cemetery Board, Renell Noack

Reports of Standing Committees:

Finance, Renell Noack

Roads and Public Works, Kevin Lewis

Health and Welfare, Jesse Ferko

Wages and Working Conditions, Nick Magistrelli

Fire and Safety, Gary Vojtush

Buildings and Grounds, Alan Hipps

Legislation:

Resolution No. 2025-04, An Emergency Resolution Authorizing the Mayor to Renew the Village's Agreement with Summit County and the Legal Defenders Office of Summit County, Ohio, Inc. for Indigent Representation in Stow Municipal Court (First Reading)

Resolution No. 2025-05, An Emergency Resolution Confirming the Mayor/Director of Public Safety's Appointment of Frankenstein Aus Der Tschechoslowakei ("Frankie") as a Village Police Dog (First Reading)

Old Business; New Business; Announcements

Executive Session (If Necessary)

Motion to Authorize the Mayor to Enter into a New Collective Bargaining Agreement with Local Lodge 439, District Lodge 54, International Association of Machinists & Aerospace Workers for the Term January 1, 2025 through December 31, 2027, or an Agreement Substantially Similar Thereto

Motion to Authorize the Mayor to Enter into New Collective Bargaining Agreements with the OPBA for the Patrol Officers and Sergeants and for the Lieutenant for the Term January 1, 2025 through December 31, 2027, or an Agreement Substantially Similar Thereto

Adjournment

VILLAGE OF NORTHFIELD RESOLUTION NO. 2025-04

AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO RENEW THE VILLAGE'S AGREEMENT WITH SUMMIT COUNTY AND THE LEGAL DEFENDERS OFFICE OF SUMMIT COUNTY, OHIO, INC. FOR INDIGENT REPRESENTATION IN STOW MUNICIPAL COURT

WHEREAS, the agreement between the Village and Summit County and the Legal Defenders Office of Summit County, Ohio, Inc. for indigent representation in the Stow Municipal Court expired on December 31, 2024; and

WHEREAS, the Village is required by the State to provide for representation of indigent individuals charged with violations of the Village's criminal code, and the Legal Defenders Office of Summit County, Ohio, Inc. is currently providing that service; and

WHEREAS, it is the desire of Council to authorize the Mayor to renew the Village's agreement with Summit County and the Legal Defenders Office of Summit County, Ohio, Inc. to provide for such representation for 2025.

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 and herein authorizes the Mayor to renew the Village's agreement with Summit County and the Legal Defenders Office of Summit County, Ohio, Inc. for the year 2025 to provide representation to indigent defendants in the Stow Municipal Court charged with violations of the Village's criminal code as set forth in the fee schedule adopted by Summit County. A copy of the agreement is attached hereto and incorporated herein by reference.

SECTION 2. That all formal actions of this Council concerning 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 the agreement expired on December 31, 2024, and it is a necessary component of the Village's law enforcement responsibilities. Therefore, 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 Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 2025.

Alan Hipps, 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 _____, 2025.

Jennifer Potvin, Clerk of Council

AGREEMENT

This Agreement shall be effective this 1st day of January 2025, by and between the VILLAGE OF NORTHFIELD, Ohio, acting by and through its Mayor (or designee) duly authorized by Ordinance No. 2025-04, passed by the Council of the VILLAGE OF PENINSULA, Ohio on the 12th day of February, 2025, hereinafter referred to as the VILLAGE, the County of Summit, Ohio, hereinafter referred to as the COUNTY, and the Legal Defenders Office of Summit County, Ohio, Inc., a non-profit organization established per Chapter 120 of the Ohio Revised Code (ORC) and Chapter 120-1 of the Administrative Code (OAC), hereinafter referred to as the DEFENDER, collectively referred to as PARTIES.

WITNESSETH:

WHEREAS, the VILLAGE wishes to enter into an agreement to obtain the services of the DEFENDER to provide legal counsel to indigent persons charged with loss of liberty offenses in its municipal jurisdiction for 2025; and

WHEREAS, pursuant ORC Chapter 120, specifically §§ 120.08 and .34, the state treasury maintains the indigent defense support fund to reimburse county governments for the expenses incurred by DEFENDER for the aforementioned services. Per OAC 120-1-09 it is necessary to enter into this Agreement in order for COUNTY to obtain reimbursement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions, and terms to be kept and performed, it is agreed between the PARTIES as follows:

Section 1. The DEFENDER shall provide counsel in the Stow Municipal Court and the Summit County Juvenile Court to persons charged with a violation of the Codified Ordinances of the VILLAGE OF NORTHFIELD, Ohio for which a

sentence of confinement may be imposed on such person should they be convicted, and who meet either of the following specifications:

- a. The judge has determined in accordance with Subsection D of Rule 44 of the Ohio Rules of Criminal Procedure that such person is unable to obtain legal counsel; or
- b. The Defender or LDO determines that the individual is indigent in accordance with Sections 120.05 and 120.15 of the Ohio Revised Code and Section 120-1-03 of the Ohio Administrative Code.

Section 2. The fee for the services provided in Section 1 of the Agreement shall not exceed Two Hundred Thirty Dollars (\$230.00) per case. The DEFENDER shall provide a monthly list to the COUNTY and the VILLAGE of all billable closed cases by the 15th day of the following month. The COUNTY shall pay the DEFENDER \$230.00 for each identified closed case on the monthly list. The VILLAGE shall pay the COUNTY the unreimbursed portion of that fee in effect for each closed case on the monthly list (currently 22% of the fee or \$50.60 per case). The unreimbursed percentage is subject to change pursuant to the Ohio Public Defender's indigent defense reimbursement rate. Should the rate be changed by the state during the term of this Agreement, the PARTIES agree to abide by the new rate. PARTIES will cooperate to receive the maximum state reimbursement allowed by law.

Matters that have multiple VILLAGE municipal code charges under one case number shall be counted as one case. Where a case has both a municipal code charge and an Ohio Revised Code, the case shall be billed to the VILLAGE whenever the ordinance is the highest degree charge or ties for highest degree.

Further, in matters where the defendant is charged under one code type, but convicted of another code type, the code type in which the defendant is charged

under shall be used to determine billable status.

In the event that a defendant becomes unavailable during the pendency of the case, the Defender shall keep the case open for a period of six months from the first missed hearing. At the expiration of that six months, the case shall be closed and billed accordingly. If the defendant becomes available after the matter is closed, the case will be re-opened and considered a new case for the purposes of billing at that time.

For all community control violations, show cause hearings or contempts filed six months or more after the original case has been closed, the fee shall not exceed One Hundred Fifteen Dollars (\$115.00) or 50% of the Two Hundred Thirty Dollars (\$230.00) per case. These will be billed in the same manner as the original case.

All appeals of cases originally billed pursuant to this contract shall be billed at Two Hundred Thirty Dollars (\$230.00) per case. All appeals assigned to the Defender for municipal code violation cases for which the Defender was not trial counsel, shall be billed at Two Hundred Thirty Dollars (\$230.00). These will be billed in the same manner as the original case.

Section 3. The Defender, on behalf of its attorneys and each attorney employed by the Defender, individually, reserves the right to decline to advise or represent any particular person, consistent with the Ohio Rules of Professional Conduct. The Company or LDO further reserves the right to withdraw from representation: (1) for a conflict of interest consistent with the Ohio Rules of Professional Conduct; (2) due to a finding of the client's financial ineligibility for the legal services; or (3) due to an excessive workload as determined by Section 120-1-07 of the Ohio Administrative Code. However, in the event Company desires to

withdraw due to financial ineligibility or excessive workload, the Defender or the individual attorney shall continue representation previously commenced at the trial court level through all trial court proceedings, including capias and probation violation proceedings, and shall continue previously taken appeals until the appeals process is terminated by a final action on the merits by the appellate court or until alternate counsel is obtained.

Section 4. The Agreement shall expire on December 31, 2025. Billing for the aforementioned services may occur after expiration.

Section 5. In the event the VILLAGE does not renew this Agreement, the VILLAGE agrees to pay the DEFENDER the applicable amount in Section 2 per pending case upon the completion of said case.

Section 6. The DEFENDER shall defend and hold harmless the VILLAGE from any and all claims or liability resulting from the services performed by the DEFENDER under the contract.

Section 7. All amendments to this Agreement shall be in writing and signed by all parties.

Section 8. This contract shall be subject to the approval of the Ohio Public Defender Commission. In addition to indigency determination, all rules, standards and guidelines issued by the Office of the Ohio Public Defender and Ohio Public Defender Commission shall be followed.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

IN THE PRESENCE OF:

VILLAGE OF NORTHFIELD

Witness for Mayor/Designee

_____/_____
Mayor (or designee) / Date

LEGAL DEFENDERS OFFICE OF
SUMMIT COUNTY, OHIO, INC.

Witness for Defender

_____/_____
Director / Date

COUNTY OF SUMMIT, OHIO

_____/_____
Brian Harnak, Director / Date
Summit County
Dept. of Law and Risk Management

CERTIFICATE OF DIRECTOR OF FINANCE

I hereby certify that certificates will be furnished on payment orders issued by the Village of Northfield Mayor or Council under this contract and that sufficient money is in the treasury under this contract or in the process of collection to the credit of the appropriate fund or division to discharge the VILLAGE's obligation under this contract as authorized by Ordinance No. 2025-04.

Director of Finance

**VILLAGE OF NORTHFIELD RESOLUTION NO. 2025-05
AN EMERGENCY RESOLUTION
CONFIRMING THE MAYOR/DIRECTOR OF PUBLIC SAFETY'S APPOINTMENT OF
FRANKENSTEIN AUS DER TSCHECHOSLOWAKEI ("FRANKIE")
AS A VILLAGE POLICE DOG**

WHEREAS, the Village Police Department has a K9 program; and

WHEREAS, the Village K9 Officer, Paul Gramlich, is an experienced and trained K9 officer and the owner and handler of Frankenstein Aus Der Tschecholslowakei ("Frankie"), an 8-month-old, pure bred, male, Belgian Malinois that is a State Certified Patrol Related (criminal apprehension, canine control, and canine searches) and Special Purpose (tracking, article search, and narcotics detection) working dog.

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/Director of Public Safety's appointment of Frankenstein Aus Der Tschecholslowakei ("Frankie") as a Village of Northfield Police Dog is hereby confirmed, effective immediately.

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 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 proper protection of the Village's 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.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2025.

Alan Hipps, 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 _____, 2025.

Jennifer Potvin, Clerk of Council