

The Village of Northfield

REGULAR COUNCIL MEETING AGENDA

FEBRUARY 26, 2025, 7:30 p.m.

10455 NORTHFIELD ROAD

NORTHFIELD, OHIO 44067

Call to Order; Roll Call

Approval of Minutes: February 12, 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

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. 2025-06, An Emergency Resolution Amending the Rates of Pay for Certain Non-Union Employees for 2025 (First Reading)

Ordinance No. 2025-07, An Emergency Ordinance Amending Chapter 244 of the Administrative Code Titled Police Department (First Reading)

Resolution No. 2025-08, An Emergency Resolution Authorizing the Mayor to Execute Change Order No. 1 to the October 23, 2024 Agreement with S & S Interiors, Inc. for the Design and Construction of Phase A1 of the New Village Police Department Facility (First Reading)

Old Business; New Business; Announcements

Executive Session (If Necessary)

Adjournment

VILLAGE OF NORTHFIELD RESOLUTION NO. 2025-06

**AN EMERGENCY RESOLUTION AMENDING THE RATES OF PAY
FOR CERTAIN NON-UNION EMPLOYEES FOR 2025**

WHEREAS, the Mayor and Council desire to give additional raises for the 2025 calendar year to certain non-union employees as indicated below.

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

SECTION 1. That the rates of pay for certain non-union Village employees are hereby amended, as set forth below, retroactive to January 1, 2025.

<u>POSITION</u>	<u>RATE</u>
Chief of Police-Brian Zajac	\$102,743/yr. <u>\$114,171.20/yr.</u>
Dir. of Law Gen. Retainer-Bradric Bryan	\$39,874/yr.
Dir. of Law Hrly. Rt.-Bradric Bryan/Goodwin & Bryan, LLP	\$149/hr.
Dir. of Finance-Jennifer Potvin	\$100,255/yr.
Clerk of Council-Jennifer Potvin	\$7,241/yr.
Human Resource Specialist	\$7,241/yr.
Engineer-Daniel Collins	\$114,737/yr.
Jennifer Sobieski, Police Department Assistant	\$23.10/hr. <u>\$24.02/hr.</u>
Ryan August, Village Mechanic	\$55.70/hr.

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

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield for the reason that it is intended to permit the Village to maintain quality in its work force and attract and keep qualified candidates for Village employment, 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 Charter Section 4.11.

RESOLUTION NO. 2025-06
PAGE TWO

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

VILLAGE OF NORTHFIELD ORDINANCE NO. 2025-07

**AN EMERGENCY ORDINANCE AMENDING CHAPTER 244 OF THE
ADMINISTRATIVE CODE TITLED POLICE DEPARTMENT**

WHEREAS, Council desires to update Chapter 244 of the Administrative Code titled Police Department and remove antiquated and unwanted sections thereof.

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

SECTION 1. That Council hereby and herein amends Chapter 244 of the Administrative Code, titled Police Department, as set forth in the attachment hereto that is incorporated herein by reference.

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 and/or any of its legal committees and 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, because it will enhance the efficiency and operations of the Village Police Department. Therefore, 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 _____, 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

CHAPTER 244

Police Department

- 244.01 Establishment.**
- 244.02 Composition; appointments.**
- 244.03 Qualifications.**
- 244.04 Rules and regulations.**
- 244.05 ~~Grievance procedure.~~ (Repealed)**
- 244.06 Uniforms and uniform allowances.**
- 244.065 Firearms proficiency certification.**
- 244.07 Bulletproof vest required.**
- 244.08 Safety Director's control.**
- 244.09 Appointments; probation.**
- 244.10 Petty cash fund.**
- 244.11 Marking police vehicles.**
- 244.12 Police matron.**
- 244.13 ~~Full-time policemen to become proficient at operating breathalyzer.~~ (Repealed)**
- 244.14 Special policemen.**
- 244.15 Auxiliary police officers.**
- 244.16 Minimum hours for special and part-time police officers; conditions of employment.**
- 244.17 School crossing guards.**
- 244.18 Carrying pistol on or off duty; requirements.**
- 244.19 Standard departmentally issued weapon; requirements.**
- 244.195 Officers on leave to turn in weapon.**
- 244.20 ~~Fee for car releases.~~ (Repealed)**
- 244.21 Selection and use of towing companies.**
- 244.22 ~~Deposit for bad check warrants.~~ (Repealed)**
- 244.23 ~~Storage fee for impounded vehicles.~~ (Repealed)**
- 244.24 Sale or donation of unclaimed property.**
- 244.25 Fee for accident reports.**
- 244.26 Full-time Police Department assistant; duties.**

CROSS REFERENCES

Police Department - see CHTR. 8.03

Promotions - see CHTR. 11.05

Police protection contracts - see Ohio R.C. 505.441, 737.04

General powers and duties - see Ohio R.C. 737.11, 737.18

Auxiliary police unit - see Ohio R.C. 737.161

Powers and duties of marshal - see Ohio R.C. 737.161, 737.19

Removal and appeal - see Ohio R.C. 737.171

Recovered property and disposition - see Ohio R.C. 737.29 et seq.

Police and Firemen's Disability and Pension Fund - see Ohio R.C. Ch. 742

Police officer may arrest on view - see Ohio R.C. 2935.03, 2935.05, 2935.07

Civil service examination fee - see ADM. 284.03

Disposition of property held by Police Department - see GEN. OFF. 608.16

Armed security guards - see B.R. & T. Ch. 806

244.01 ESTABLISHMENT.

There is hereby established a Police Department in and for the Municipality.

244.02 COMPOSITION; APPOINTMENTS.

The Police Department shall consist of one Marshal, who shall be designated the Chief of Police, one Lieutenant, such number of Sergeants and full-time and part-time patrol officers as deemed necessary by Council. All of such personnel shall be appointed by the Public Safety Director, subject to confirmation of Council. Each member of the police force, as designated above, shall continue in office until mandatory retirement, voluntary termination, suspension or removal therefrom for cause in the manner provided by Ohio law, the Charter and Ordinances of the Municipality, and any applicable collective bargaining agreement.

(Ord. 1998-48. Passed 7-22-98; Ord. 2000-28. Passed 3-22-00; Ord. 2004-16. Passed 2-25-04; Ord. 2005-72. Passed 12-28-05; Ord. 2010-18. Passed 4-14-10.)

244.03 QUALIFICATIONS.

To be eligible to receive an original appointment to the Police Department as a policeman, policewoman or Chief of Police, the person applying shall be required to have the following qualifications:

- (a) Have the requisite mental and physical capacity to meet the job requirements;
- (b) Have twenty-twenty vision, unaided or corrected by eyeglasses;
- (c) Be a high school graduate;
- (d) Be at least twenty-one years of age; and
- (e) Have a minimum of 550 hours of basic police training.

(Ord. 1982-110. Passed 8-25-82; Ord. 2001-77. Passed 10-10-01.)

244.04 RULES AND REGULATIONS ADOPTED.

There is hereby established and adopted Rules and Regulations and Policies and Procedures for the operation of the Police Department. ~~The Rules and Regulations are attached to original Ordinance 1994-70 and are incorporated herein by reference as if fully set forth herein.~~ Such Rules and Regulations and Policies and Procedures may be amended from time to time by the Police Chief as Department needs require.

(Ord. 1994-70. Passed 11-9-94; Ord. 2005-14. Passed 3-9-05.)

~~244.05 GRIEVANCE PROCEDURE.~~

~~Whenever two or more full-time members of the Police Department deliver a written request to the Chairperson of the Fire and Safety Committee of Council, desiring a meeting with the Committee, the Chairperson shall call his or her committee together for a meeting with the members of the Police Department within ten days of the delivery of such request.~~

~~The purpose of this requirement is to furnish an opportunity for any members of the Police Department to air their grievances with the Committee so that steps may be~~

~~investigated and/or taken to resolve the same if such action is warranted in the opinion of the Committee.~~

(Ord. 1966-91. Passed 9-12-66.)

244.06 UNIFORMS AND UNIFORM ALLOWANCES.

(a) Full-Time Officers Not Covered by the Collective Bargaining Agreement.

(1) The uniform allowance for any full-time police officers not covered by the Collective Bargaining Agreement shall be the same as received by regular full-time police officers pursuant to the Collective Bargaining Agreement.

(2) The uniform allowance shall be made by purchase order authorization.

(3) The uniform allowance for full-time police officers is given on a calendar year basis only, and there shall be no vesting or carryover from one year to another of any unused portion of such allowance.

(b) Special Officers. No uniform allowance shall be provided for special police officers.

(Ord. 1997-43. Passed 6-25-97; Ord. 2002-34. Passed 5-22-02.)

244.065 FIREARMS PROFICIENCY CERTIFICATION.

Any full-time police officers not covered by the Collective Bargaining Agreement shall have the same professional firearms proficiency requirements and benefits pertaining to and received by full-time members of the Police Department pursuant to the Collective Bargaining Agreement.

(Ord. 2014-65. Passed 11-12-14.)

244.07 BULLETPROOF VEST REQUIRED.

(a) All full-time and part-time police officers shall be required to wear bulletproof vests provided by the Municipality at all times while on duty, with the following exceptions:

- (1) When an officer is functioning primarily in an administrative or support capacity and could not reasonably be expected to take enforcement action.
- (2) When an officer is involved in undercover or plainclothes work that their supervisor determines could be compromised by wearing body armor or when their supervisor determines that other circumstances make it inappropriate to mandate wearing body armor.

(b) Failure to ~~do so~~ wear body armor when required will render such officer subject to disciplinary action by the Chief of Police and/or the Director of Public Safety.

(Ord. 1994-59. Passed 10-26-94; Ord. 2016-57. Passed 6-22-16.)

244.08 SAFETY DIRECTOR'S CONTROL.

The Police Department shall be at all times under control of the Director of Public Safety. Members of the Department shall have all powers and perform all duties provided by law

for police officers of municipalities within the State and shall exercise such powers and duties in such manner as the Director directs.

(Ord. 1962-28. Passed 4-9-62.)

244.09 APPOINTMENTS; PROBATION.

Appointments and probationary periods shall be as provided in Charter Section 11.04 and this chapter.

244.10 PETTY CASH FUND.

(a) There is hereby established a petty cash fund for the Police Department in the amount of two hundred dollars (\$200.00). The Chief of Police shall be responsible jointly with the Finance Director in administering and accounting for such fund.

(b) The Finance Director is hereby authorized to disburse the sum from the General Fund of the Municipality necessary to set up the petty cash fund and to administer the same in conformity with this section.

(Ord. 1976-67. Passed 5-12-76; Ord. 2016-33. Passed 4-27-16.)

244.11 MARKING POLICE VEHICLES.

The Police Department is hereby permitted to have ~~one~~ unmarked police vehicles, at the discretion of the Mayor and Police Chief. Such unmarked vehicles shall not be used for the exclusive or main purpose of enforcing the motor vehicle or traffic laws of this Municipality. All other police vehicles shall be uniformly marked as police vehicles ~~with a blue and red light bar on the roof, a Village shield on each front door, and the word "police" over each front fender cutout.~~

(Ord. 1983-25. Passed 3-9-83.)

244.12 POLICE MATRON.

(a) The position of matron is hereby established as a part-time position in the Police Department, such matron to be appointed by Council.

(Ord. 1991-52. Passed 7-10-91.)

(b) The duty of the matron is to provide custodial services to the Police Department in supervising women who have been arrested or are being detained in the Police Department or who are being transported to County Jail or some other institution for detention or incarceration.

(Ord. 1975-55. Passed 6-25-75.)

(c) Police matrons shall have a probationary period of one year.

(d) When an employee who is on duty in another position must respond to a call as a matron, the applicable rate of pay will be the greater of the matron rate or the regular rate of pay of the employee.

(Ord. 1990-44. Passed 5-9-90.)

(e) Police matrons in the employ of the Municipality shall be required to respond to duty in a matron's uniform.

(Res. 1991-50. Passed 7-10-91.)

(f) Council shall determine the number of matrons to be employed by the Municipality.

~~244.13 FULL-TIME POLICEMEN TO BECOME PROFICIENT AT OPERATING BREATHALYZER.~~

~~All full-time policemen employed in the Police Department are hereby required to become proficient, within one year after full-time employment, in operating a breathalyzer by passing a basic operator's examination administered by the State Health Department.~~

(Ord. 1983-27. Passed 3-9-83.)

244.14 SPECIAL POLICEMEN.

(a) There is hereby established a special category of policemen in the Police Department who shall be appointed by the Mayor, subject to confirmation of Council, but who shall serve at the pleasure of the Mayor and without pay.

(b) Special policemen shall be provided the following items:

(1) A badge and shoulder patch; and

(2) Automobile liability and collision insurance, which coverage shall be provided by the Municipality.

(c) The duties of special policemen shall be as follows:

(1) To assist policemen within the Municipality by observing and communicating the need for police action;

(2) To assist in directing traffic and controlling crowds at parades, special events, restaurants, schools and other similar places;

(3) To assist in providing prisoner security and dispatching duties; and

(4) To assist in the enforcement of Federal and State laws and the ordinances of the Municipality where nonhazardous conditions prevail, under such general rules and regulations as the Director of Public Safety prescribes.

(d) Special policemen shall provide their own equipment and uniform, in accordance with the Rules and Regulations of the Police Department, at their own expense. (Ord. 1984-77. Passed 8-22-84.)

244.15 AUXILIARY POLICE OFFICERS.

(a) There is hereby established the category of auxiliary police officer within the Police Department. Auxiliary police officers shall be appointed by the Mayor, subject to the confirmation of Council. The purpose of creating this category is to provide persons who desire and who are eligible to be appointed to the Department on a full-time or part-time basis with the training and experience necessary to permit them to be appointed to such

positions. Auxiliary police officers shall serve without pay, unless payment for particular hours served is authorized by the Mayor.

(b) Auxiliary police officers shall not serve in the capacity of auxiliary police officer for a period of longer than ninety days, but during said ninety-day period, auxiliary police officers shall serve as probationary employees who may be removed by the Mayor at any time pursuant to Charter Section 11.04 in the event their performance is unsatisfactory.

(c) The duties of auxiliary police officers shall be as follows:

(1) To receive the training necessary for such officers to serve as full-time or part-time members of the Police Department.

(2) To assist police officers within the Municipality by observing and communicating the need for police action;

(3) To assist in directing traffic and controlling crowds at parades, special events, restaurants, schools and other similar places;

(4) To assist in providing prisoner security and dispatching duties;

(5) To assist in the enforcement of Federal and State laws and the ordinances of the Municipality where non-hazardous conditions prevail, under such rules and regulations as the Chief of Police and the Mayor prescribe; and

(6) To drive police cruisers; ~~and,~~

~~(7) To make and effect arrests.~~

(d) Auxiliary police officers shall be armed and State certified.

(Ord. 1997-52. Passed 8-26-97.)

244.16 MINIMUM HOURS FOR SPECIAL AND PART-TIME POLICE OFFICERS; CONDITIONS OF EMPLOYMENT.

(a) The minimum number of hours of work per month required of special police personnel shall be sixteen hours per month.

(b) The minimum number of hours of work per month required of part-time police personnel shall be twenty-four hours per month.

(c) The employment of all special and part-time police personnel is conditional upon fulfilling the required minimum hours of work per month pursuant to this section. Should said personnel fail to work the required minimum number of hours as set forth herein, said personnel shall be removed from employment effective immediately, and said personnel shall return all property owned by the Municipality to the Chief of Police immediately.

(d) The employment of any special or part-time police personnel is further conditioned upon the provision of insurance coverage for said personnel. Should said personnel be uninsurable for any reason, said personnel shall be removed from employment effective

immediately, and said personnel shall return all property owned by the Municipality to the Chief of Police immediately.

(Ord. 1997-48. Passed 6-25-98.)

244.17 SCHOOL CROSSING GUARDS.

The position of school crossing guard is hereby established. The compensation for said position shall be as determined by Council. The school crossing guard shall serve at the pleasure of the Mayor and Council and shall work during the school year only, as directed by the Chief of Police or his or her designee.

(Ord. 1991-70. Passed 8-28-91.)

244.18 CARRYING PISTOL ON OR OFF DUTY; REQUIREMENTS.

Police officers of the Municipality are hereby authorized to carry the departmentally issued pistol or any approved pistol while off duty, as authorized by the Chief of Police, providing they meet all of the following requirements. They shall:

(a) Attend and pass all mandatory training and qualification classes as required by the Ohio Peace Officers Training Council;

(b) Qualify once per year in accordance with the rules and regulations set forth by the Ohio Peace Officers Training Council;

(c) Carry only that ammunition authorized by the Chief of Police;

(d) Not carry the pistol on or off duty if they did not qualify with it with the Firearms Officer;

~~(e) Single action semiautomatic pistols approved by the Chief of Police will be used for off duty carry only. No officer shall use a cross draw holster on or off duty. Shoulder holsters may be worn off duty and not while on duty unless authorized by the Chief of Police;~~

(fe) Personally bear all expenses relating to the carrying of this off-duty pistol; and

(gf) Provide the Police Department with the serial number, make and model of the pistol.

(Ord. 1986-58. Passed 8-13-86; Ord. 2000-44. Passed 5-10-00; Ord. 2016-56. Passed 6-22-16.)

244.19 STANDARD DEPARTMENTALLY ISSUED WEAPON; REQUIREMENTS.

(a) The standard departmentally-issued weapon for police officers of the Municipality shall be determined by the Chief of Police and shall be issued to police officers ~~meeting the requirements set forth in division (c) of this section.~~

(b) Police officers must be qualified by a certified firearms instructor pursuant to the State guidelines in order to carry the departmentally issued duty weapon or any approved off duty carry pistol.

(Ord. 1989-117. Passed 10-11-89; Ord. 2000-44. Passed 5-10-00; Ord. 2001-76. Passed 10-10-01; Ord. 2016-56. Passed 6-22-16.)

244.195 OFFICERS ON LEAVE TO TURN IN WEAPON.

Any employee of the Police Department taking any type of leave of absence or sick leave beyond a period of 30 days shall be required to turn any departmentally issued weapon in to the Chief of Police or his or her designee for safekeeping and maintenance purposes for the period the employee is on leave.

(Ord. 2001-76. Passed 10-10-01.)

~~244.20 FEE FOR CAR RELEASES.~~

~~There shall be a ten dollar (\$10.00) charge for all car releases issued in connection with vehicles towed by the Police Department.~~

(Ord. 1993-50. Passed 9-22-93.)

244.21 SELECTION AND USE OF TOWING COMPANIES.

The Police Department is hereby limited to selecting and utilizing two regular towing companies to perform towing services for the Police Department.

(Res. 1994-8. Passed 1-26-94.)

~~244.22 DEPOSIT FOR BAD CHECK WARRANTS.~~

~~All businesses, corporations and partnerships wishing to sign out warrants for the arrest or apprehension of individuals writing checks on bad accounts or with nonsufficient funds shall be required to post a forty one dollar (\$41.00) deposit against court costs relevant to such cases. Said forty one dollar (\$41.00) deposit will be returned to the entity upon a finding of guilty against the individuals and payment of the court costs by the defendant. In the event that the cases are terminated or dropped, or a not guilty verdict is rendered, or costs or fines are not paid by the defendant, said thirty five dollar (\$35.00) deposit shall be forfeited to the Municipality.~~

~~244.23 STORAGE FEE FOR IMPOUNDED VEHICLES.~~

~~There shall be a four dollar (\$4.00) per day storage charge for all vehicles which are impounded and stored at lots owned or controlled by the Municipality. Such fees shall be payable prior to the release of any such vehicle to the owner thereof or an authorized representative of the owner.~~

(Ord. 1997-72. Passed 11-12-97.)

244.24 SALE OR DONATION OF UNCLAIMED PROPERTY.

(a) Except as otherwise provided in this section and unless the property involved is required to be disposed of in another manner pursuant to the Ohio Revised Code, property that is unclaimed for 90 days or more shall may be sold by the Chief of Police pursuant to a public request for sealed bids or through a public or online auction sold by the Chief of Police or a licensed auctioneer at public auction, after notice of the sale has been provided by publication once per week for three consecutive weeks in a newspaper of general

~~circulation in the County.~~ The proceeds of the sale shall be paid to the Finance Director and shall be credited to the general fund.

(b) In addition to the above, and if the property involved is not required to be disposed of in another manner pursuant to the Ohio Revised Code, the Chief of Police, after receiving authorization from Council, may contribute property that is unclaimed for 90 days or more to one or more public agencies or to one or more nonprofit organizations, no part of the net income of which inures to the benefit of any private shareholder or individual.

(Ord. 2000-51. Passed 4-26-00.)

244.25 FEE FOR ACCIDENT REPORTS.

(a) With respect to accidents investigated by the Police Department, the Chief of Police or his designee shall furnish to such person or entity requesting same, all related reports upon the payment of a non-refundable fee of four dollars (\$4.00). The cost of photographs shall be in addition to the non-refundable four-dollar (\$4.00) fee.

(b) Such police report, statements, and photographs, in the discretion of the Police Chief or his designee, may be withheld until all criminal prosecution concerning the accident has been concluded.

(Ord. 2009-46. Passed 9-23-09.)

244.26 FULL-TIME POLICE DEPARTMENT ASSISTANT; DUTIES.

(a) The full-time position of Police Department Assistant is hereby established.

(b) The Police Department Assistant shall be hired and may be terminated, with or without cause, by the Mayor with the approval of a majority vote of Council. The rate of pay for the position shall be determined by Council.

(c) The Police Department Assistant shall work under the direction of the Police Chief based upon a regular 40-hour work schedule to be determined by the Police Chief. The duties of the position shall include performing various administrative and other tasks for the Police Department in accordance with the established Village job description for the position.

(Ord. 2023-65. Passed 12-13-23.)

VILLAGE OF NORTHFIELD RESOLUTION NO. 2025-08

**AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE
CHANGE ORDER NO. 1 TO THE OCTOBER 23, 2024 AGREEMENT WITH S & S
INTERIORS, INC. FOR THE DESIGN AND CONSTRUCTION OF PHASE A1 OF THE
NEW VILLAGE POLICE DEPARTMENT FACILITY**

WHEREAS, on October 23, 2024, pursuant to Resolution No. 2024-33, Council authorized the Mayor to execute a Standard AIA Owner and Design-BUILDER Agreement ("Agreement") with S & S Interiors, Inc. ("S & S") pertaining to the design and construction of an up to 4,130 sq. ft. Police Department building (Project Phase 1A), with an established not-to-exceed budget of \$1,296,200, plus an additional amount of \$55,000 for architect and design related fees for Project Phase 1B (new Police Department building expansion) and Phase 2 (new Administration building); and

WHEREAS, that October 23, 2024 Agreement was executed by the Mayor and S & S; and

WHEREAS, the Village project representatives have recommended certain changes to the project based upon circumstances that could not be foreseen before the commencement of the project, ideas related to project consistency and future project savings, and additional material and project changes desired by the Village; and

WHEREAS, to make those changes to the project, the Village and S&S need to execute a change order documenting the project changes.

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 execute the attached Change Order No. 1, in the amount of \$132,379, to the October 23, 2024 AIA Owner and Design-BUILDER Agreement with S & S Interiors, Inc., for Phase 1A of the Project, with an established not-to-exceed budget amount of \$1,296,200, plus an additional amount of \$55,000 for architect and design related fees for Project Phases 1B and 2. Upon the adoption of this Resolution, the revised not to exceed Phase 1A budget amount will be \$1,428,579, plus the additional \$55,000 for the Phase 1B and 2 architect and design related fees.

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in open meetings 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 project constitutes an important Village infrastructure project and the Village desires to commence and complete this project within the provided timelines. 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 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 Council duly and regularly passed the foregoing Resolution at a meeting held on the _____ day of _____, 2025.

Jennifer Potvin, Clerk of Council

Village of Northfield
Police Department Building - Phase 1A

Change Order No. 1

Date: 2/21/2025
Design/Builder: S & S Interiors, Inc., 78 Carr Road, Hinckley, OH 44233
Original Contract Amount: \$ 1,296,200.00

Proposed Change Order	Date	ITEM (see Full Description & Additional Information in the Actual Proposed Change Order (PCO))	Amount
PCO 1	2/4/2025	Electrical - electric upgrade from 400 Amp to the required 600 Amp (for full build-out for PH 1A, 1B, & 2)	\$ 7,300.00
		Plumbing - 4" flume for future building exp. (for PH 1B & 2), Water conn. size upgraded from 1.5" to 2" (for full build-out for PH 1A, 1B, & 2)	\$ 5,400.00
		Site Work - Unforeseen underground additional work required due to ex. foundation remains; add. stone required	\$ 19,800.00
		TOTAL AMOUNT FOR PCO 1 =	\$ 32,500.00
PCO 2	2/18/2025	Entry 101 - 3 Masonry Walls	\$ 6,800.00
		Entry 101 - Fur & Drywall both sides of CMU walls	\$ 2,410.00
		Entry 101 - One hollow metal masonry door frame	\$ 600.00
		Interior Fire Doors (Qty=6) to receive 3x33 rated glass window	\$ 1,300.00
		Interior Fire Doors (Qty=6) to receive 28x58 rated glass window	\$ 11,280.00
		22x60 Bulletproof glass (for door) & 22x24 Bulletproof glass (for pass through) & Labor	\$ 5,800.00
		48x72 Fire Rated Glass unit in hollow metal frame, Room 113 (Conference Room)	\$ 4,300.00
		48x48 Fire Rated Glass unit in hollow metal frame, Room 120 (Interview Room)	\$ 3,600.00
		Roof Shingles Entire Stock for Village Hall (Phase 2)	\$ 19,155.00
		Roof Shingles Entire Stock for PD Expansion (Phase 1B)	\$ 16,494.00
PCO 3	2/20/2025	TOTAL AMOUNT FOR PCO 2 =	\$ 71,739.00
		Fire Alarm installation (Geauga Alarm, Inc.)	\$ 15,640.00
		Install boxes and chases (K M Electric)	\$ 1,100.00
PCO 4	2/21/2025	TOTAL AMOUNT FOR PCO 3 =	\$ 16,740.00
		Cabinets & Countertop in Copy / Print / IT Room 120	\$ 3,500.00
		Labor for Cabinets & Countertop in Copy / Print / IT Room 120	\$ 400.00
		Sanitary Sewer Lat. Conn. Beneath SR-8 (orig. conn. ext. not present)	\$ 7,500.00
		TOTAL AMOUNT FOR PCO 4 =	\$ 11,400.00

Grand Total Change Order No. 1 Amount = \$ 132,379.00
(PCO1 + PCO2 + PCO3 + PCO4)

CHANGE ORDER

S&S Interiors, Inc.
78 Carr Road
Hinckley Ohio 44233
330.278.1020

February 4, 2025
prop1
Sheet No: PD 2311

RECEIVED (4 pages)

VILLAGE OF NORTHFIELD

FEB 04 2025

PROPOSAL: Village of Northfield City Hall
ADDRESS: 10455 Northfield Road
CITY-STATE: Northfield Ohio 44067
PHONE NO.:
JOB NAME: New Northfield Police department Phase 1A

☒ SERVICE DEPARTMENT
☒ ENGINEERING DEPARTMENT

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Electrical

Upgrade main electric from 400amp service to 600amp service for future expansion (PD and Village hall)
Add 3" conduit to exterior of building for new generator
Install underground conduits for future buildings \$7300.00

Plumbing

Install future 4" Sanitary to future Village hall and Police expansion
Change main 1-1/2 copper in building to 2" type K
Cross over existing footers from previous building (Cut and Remove) \$5400.00

Unforeseen site conditions (Existing building remains)

Due to existing building conditions addition premium stone approx. 375 tons clean #57 limestone installed
To 4" below finish floor \$19,800.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work, and completed in a substantial workmanlike manner for the sum of:

\$32,500.00

Respectfully submitted



ACCEPTANCE OF CHANGE ORDER

Signature _____

Date _____



K M Electric Company
Ravenna OH 44266

330 673-1452
Fax 330 298-1452

Change Order Request

Date	Order #
1/16/2025	4699

Customer:
S & S Interior Sam Schillero 78 Carr Rd. Hinckley, Ohio 44233

Job Location:
Northfield Police Station 10455 Northfield Rd. Northfield OH 44067

		Requested by	
Qty	Description	Cost	Total
1	Upgrade service from 400 amp to 600 amp	6,000.00	6,000.00
1	Remote head on south entrance	150.00	150.00
1	Exit light copy room	275.00	275.00
1	Dedicated circuit to copy room	225.00	225.00
1	Install 3 inch pvc conduit to exterior of building for generator	450.00	450.00
1	Install two 2 inch conduits thru block for future additions	200.00	200.00
Please sign and return to accept:		Total	\$7,300.00

XStream Plumbing, LLC

9111 Walton Rd.
Sagamore Hills, OH 44067
Dan Donovan
216-347-0914
Fax - 330-467-2563

INVOICE

DATE: January 27, 2025

To: S&S Interiors
Sam Schillero
78 Carr Rd.
Hinckley, OH 44233

Job: Northfield Village Police Department
10455 Northfield Rd.
Northfield Village, OH 44067
Additional Work Performed

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<ul style="list-style-type: none"> Installed future sanitary for Phase 3 - underground plumbing Approximately 40 feet of 4" PVC Backfilled with premium fill <p style="text-align: right;">Total Labor and Material - \$1,500.00</p>		
	<ul style="list-style-type: none"> When installing underground sanitary- unforeseen existing footer was crossing sanitary sewer Rented air hammer and compressor to install sanitary <p style="text-align: right;">Total Labor and Material - \$1,300.00</p>		
	<ul style="list-style-type: none"> Installed and purchased 60 feet of 2" type K copper for 2" main water and stubbed out of front of building Backfilled with premium fill <p style="text-align: right;">Total Labor and Material - \$2,600.00</p>		
Total for Additional Work Performed			\$5,400.00

BLACKFOOT ENTERPRISES, INC.
D'ABRAMO CONSTRUCTION
1261 WILBUR RD. MEDINA, OH 44256

pd
2-4-25
OK 13712
20,000

INVOICE

Date January 8, 2025

Bill To:
SS Interiors Inc.
78 Carr Rd
Hinckley, OH 44233

Invoice Number: 0108
Terms: Due upon receipt

Description	Quantity	Unit Price	Cost
Install 20" of #57 stone to -4" sub grade			
Total labor & materials			\$ 20,000
		Subtotal	\$ 20,000
		Total	\$ 20,000

Note: \$19,800.00 cost for Project

CHANGE ORDER

PCO2

S&S Interiors, Inc.
78 Carr Road
Hinckley Ohio 44233
330.278.1020

February 17, 2025
prop1
Sheet No:

PROPOSAL: Northfield Village
ADDRESS: 10455 Northfield Road
CITY-STATE: Northfield Ohio
PHONE NO.:
JOB NAME: Police Department Phase 1

(11 pages)
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VILLAGE OF NORTHFIELD
FEB 18 2025
— SERVICE DEPARTMENT
— ENGINEERING DEPARTMENT

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Entry 101

Three walls 6" Cmu (Masonry) to bottom of truss system \$6800.00
Fur and drywall both sides CMU wall \$2410.00
One hollow metal masonry door frame \$600.00

6 - Interior fire doors to receive 3x33 rated window units \$1300.00
6- Interior fire doors 109,110,111,112,113 and 114 to receive 28x58 rated window units \$11,280.00

1 - 22x60 Bullet proof glass door 101
1 - 24x24 bullet proof glass pass through \$5800.00

1 - 48x72 Fire rated glass unit in Hollow Metal frame Conference room 113 \$4300.00
1 - 48x48 Fire rated glass unit in hollow metal frame Interview room 120 \$3600.00

Shingles Stock Phase 2 Town hall \$19,155.00
Shingles Stock Phase 2 police rear building \$16,494.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work, and completed in a substantial workmanlike manner for the sum of:

Prices are above

Respectfully submitted _____

PCO2

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VILLAGE OF NORTHFIELD

FEB 18 2025

SERVICE DEPARTMENT
ENGINEERING DEPARTMENT

ATTENTION :

Sam Schillero

0

SCOPE WORKSHEET

ZAVARELLA BROS. CONSTRUCTION CO.

5381 ERIE ST., SUITE B

BEDFORD HEIGHTS, OHIO 44146

PH (440) 232-2243 FAX (440) 232-6465

DATE:

February 3, 2025

Job#

0

TO:

SS Interiors

From:

Danny Zavarella Jr.

PROJECT NAME:

Northfield Police Station

Tax Exempt: YES

LOCATION:

10455 Northfield Rd

Northfield, Ohio

MASONRY PRICE :

Base Bid:

\$6,800

Alternate:

\$0

Footer Price:

NA

INCLUDING ADDENDUMS :

Bond Req. NO

Bond Cost:

Alt. Bond Cost:

We Propose to furnish and install the following:	INCL.	EXCL.	We Propose to furnish and install the following:	INCL.	EXCL.
1) Layout From Hubs (Hubs By Others)	x		21) Set Embedded Items		x
2) Testing/Permits		x	22) Loose Lintels Supplied		x
3) Sample Panel		x	22a) Lintels Installed		x
4) Brick		x	22b) Beams Supplied		x
4a) Brick		x	22c) Beams Set		x
5) Splitface		x	23) Scaffolding & Hoisting		x
5a) Ground Face		x	24) Caulking/Sealant		x
5b) Colored Smoothface		x	25) Sealers/Silicone		
6) Concrete Block 6"CMU	x		26) Parge		x
6a) Bullnose Block		x	26a) Ironite		x
6b) Structural Glazed Tile		x	27) Dampproofing		x
7) Natural Stone		x	27a) Spray On		x
7a) Cultured Stone		x	27b) Sheet Applied		x
7b) Precast Stone		x	28) Fill In Joist Pockets		x
8) Mortar/Color		x	29) Clean Down		x
9) Mortar/Regular	x		30) Clean Up Into Generals Dumpster		x
10) Dryblock		x	30a) Clean Up Into Our Truck/Dumpster		x
11) Grout	x		31) Dumpster Enclosure		x
12) Rebar	x		32) Temporary Enclosures		x
13) Dur-o-wall	x		32a) Heat		x
14) Expansion Joints		x	33) Demolition/Shoring		x
14a) Control Joints		x	34) Site Masonry		x
15) Ties, Anchors, Accessories (Masonry)	x		34a) Sign		x
16) Grout Collar Joints		x	34b) Piers		x
17) PVC Flashing		x	34c) Pavers		x
17a) Cell Vents		x	34d) Screen Walls		x
17b) Weep tubes		x	35) 4" Drain tile & 12" Stone Cover		x
18) Metal Flashing		x	36) Footings- Concrete & Rebar		x
18a) Metal Drip Edge		x	37) Rigid Insulation (Footing)		x
19) Cavity Insulation-Foam		x	38) Excavation to 3'-6" Below Grade		x
19a) Cavity Insulation-Perlite		x	39) Haul Away Of Excavation		x
20) Rigid Insulation (Masonry)		x	40) Backfilling		x

Note: Price includes (1) return/set-up trip (Machine/Mixer). There will be additional charges for return trips.

General Contractor/Owner to provide water and Builders Risk Insurance.

Cleaning of the exterior masonry will be completed per the direction of the material manufacturer. Any additional cleaning (efflorescence), will be the responsibility of others.

I have a total of 33.34LF at 9'4" high 6"CMU with a single man door and a window.

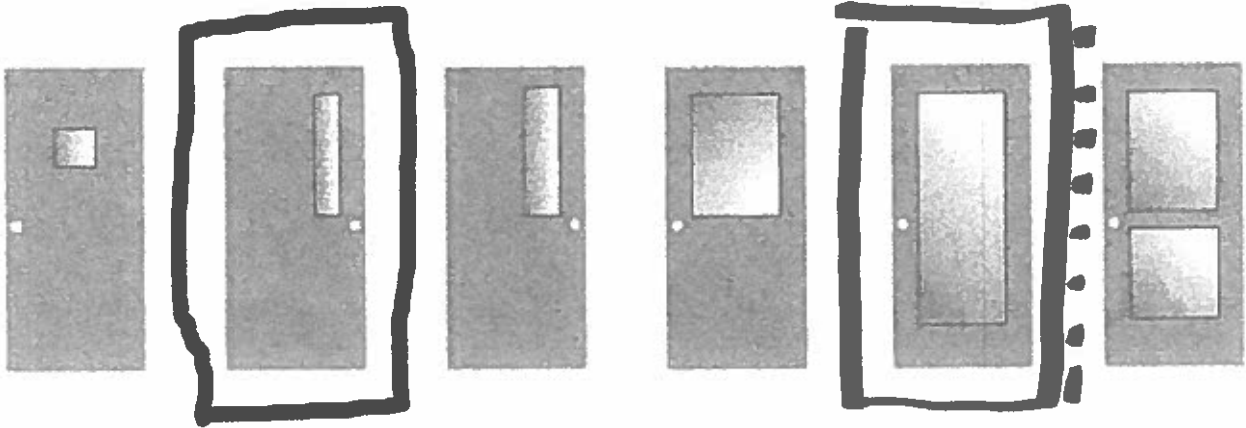
Bond Cost: If BONDING REQUIRED IS YES, AMOUNT SHOWN MUST BE ADDED TO BASE BID AMOUNT & ALTERNATE BID AMOUNT

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VILLAGE OF NORTHFIELD

FEB 18 2025

— SERVICE DEPARTMENT
— ENGINEERING DEPARTMENT



Auto Glass Systems, Inc

814 N. Mantua St.
Kent, OH 44240

PCO2 Estimate

Date	Estimate #
2/5/2025	113720

Name / Address
S & S Interiors 78 Carr Dr Hinckley OH 44223

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FEB 18 2025

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☐ ENGINEERING DEPARTMENT

Item	Description	Qty	Total
Misc	extra work for the Northfield Police department fire rated glass, all 20 minute burn time, all to be installed into frames or doorlite kits provided by others 6 - 20" x 64" 6 - 4" x 33" - 1 - 48" x 48" - 24792 2500 - - 1 - 48" x 72" - 300 - \$5,600.00 200.00 (labor) \$5,800.00	1	19,000.00
Misc	all glass to be 3/16" Pyran Platinum F Bullet resistant glass all 3/4" level 1, 9mm, full metal copper jacket with lead core, no spill, no penetration 1 - 20" x 64" 1 - 24" x 24"	1	4,400.00
Misc	Add to replace bullet proof glass described above with bullet resistant lexan same dimensions as listed above, level 1, 1" ABR1000GS Polycarb +\$3600.00 (the total for the lexan product would be \$8,000.00)		0.00T
		Subtotal	\$23,400.00
		Sales Tax (7.0%)	\$0.00
		Total	\$23,400.00

Signature _____

Phone #	Fax #
330-678-4500	330-678-8217



**COMMERCIAL OPENING
SERVICES INC.**
A Division of Functional Building Supply

A Division of Functional Building Supply Co.
18598 Cranwood Parkway
Cleveland, OH 44128
Tel: 216-581-8356 Fax: 216-581-8365

PCO2 Quote

Quote # : 403905
Quote Date : Feb 5, 2025
Expiration Date : Apr 7, 2025

Customer:

S & S Interiors Inc.
78 Carr Rd
Hinkley, OH 44233

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VILLAGE OF NORTHFIELD
FEB 18 2025
SERVICE DEPARTMENT
ENGINEERING DEPARTMENT

Ship To:

Customer Pick Up at Functional Building
Supply
18598 Cranwood Pkwy.
Warrensville Heights, OH 44128

Account Code : 1357
Terms : Net30
Customer Job # : Northfield PD
Salesperson : Mark Pekoc
Order Name : Northfield PD - Budget Pricing Fire Rated Lite Kits
Purchase Order # : TBD
Shipped Via : Customer Pickup

Allow 4 -6 week lead time after approval of order.
Lite kits are for 20 minute rated doors.
Fire rated lite kits are Dark Bronze finish and include fire rated Pyran glass.
Glass size may be limited by door manufacturer's fire testing results.
Balance of material supplied by others
Sam Schillero 216-857-0856 (samssinteriors@aol.com)

Qty	Product Description	Unit Price	Extended Price
4-	1 5" x 35" Vision Lite, VSLH-PPF-PAK Bronze 3" x 33" Visible Glass - with fire rated Pyran glass.	250.00	250.00
6-	1 24" x 32" Vision Lite, VSLH-PPF-PAK Bronze 22" x 30" Visible Glass - with fire rated Pyran glass.	865.00	865.00
6-	1 22" x 60" Vision Lite, VSLH-PPF-PAK Bronze 20" x 58" Visible Glass - with fire rated Pyran glass.	1,655.00	1,655.00

Pre-Tax Total : 2,770.00
OHCU1 - CUYAHOGA COUNTY : 221.60
Quote Total : 2,991.60

1- 22x60 - Bul. Pro. > 5400^{sq}
1- 24x24 - Bul. -



Installed Sales Customer Agreement

PCO2

NEO-0008

c10326

103

This Installed Sales Customer Agreement together with the Carter Lumber Credit Application and its terms and conditions (collectively the "Agreement") constitutes the entire agreement between the General Contractor (herein referred to as "GC") and the Subcontractor Carter Lumber* located at 601 Tallmadge Road, Kent, OH 44240 (herein referred to as "Carter Lumber") and supersedes any and all other agreements between them. The parties may only amend or modify these documents by a written Change Order that they both sign. Any undefined terms used in this Agreement will be interpreted according to industry practice.

GC: S&S INTERIORSAcct No: G1030164-022Job Name: SHINGLES PHASE 2 TOWNHALLTotal Price: \$19,155Job Address: 10455 NORTHFIELD RDEst. Start Date: 07/01/25City, State, Zip: NORTHFIELD OHIO 44067Est. Completion Date: 07/15/25**SHINGLES NORTHFIELD PHASE 2 TOWNHALL**

Brief Scope of Work:

Plans Dated & Numbered: 1/24/2025Material Guaranteed? **Yes**Billing Schedule: **Monthly Payment****If using milestone billing attach schedule*

Carter Lumber* and GC agree as follows:

1. The Work, the Contract Price and Payment of the Contract Price.

- 1.1. Carter Lumber* shall provide all labor, materials and clean-up to substantially complete the Work in accordance with the Scope of Work and any GC provided plans or prints. The Work shall be performed in compliance with: (a) the attached Scope of Work (the "Scope of Work"), (b) the requirements of this Agreement, (c) all approved submittals and shop drawings, (d) all applicable laws, and (e) all manufacturers' warranties regarding materials and installed components. To the extent of any conflict between plans, prints, specifications and approved shop drawings or submittals, the approved shop drawings or submittals will control. Once approved, shop drawings and submittals will become part of the Scope of Work, and Carter is not responsible if the shop drawings or submittals were approved in error. Provided Carter Lumber* substantially performs the Scope of Work, GC's sole remedy against Carter Lumber* for non-compliant or incomplete work shall be handled under the warranty provisions of this Agreement.
- 1.2. GC hereby expressly consents to Carter Lumber* assigning and subcontracting the Work, however, no such assignment or subcontracting shall in any way relieve Carter Lumber* of its obligations under this Agreement.
- 1.3. GC shall provide a readily accessible work site that is ready and suitable to receive Carter Lumber's* Work, along with any needed utilities, including but not limited to heat, water and electricity. Any delays to Carter Lumber's* performance that result from the site not being ready will be the GC's responsibility.
- 1.4. After Carter Lumber* notifies GC that Carter Lumber* has completed the Work or any portion of the Work, GC shall, within a reasonable time, inspect the Project to confirm that the Work has been substantially performed. Once GC has inspected and approved the Work, this shall, for all purposes, constitute acceptance of the Work, and activate contractual warranties. Upon request, GC will endorse a certificate of completion on a form Carter Lumber* supplies for that purpose.
- 1.5. GC will pay Carter Lumber* the Contract Price for the Work in accordance with the payment schedule set forth above. Failure to pay Carter Lumber* as required will constitute a material breach of this Agreement.
- 1.5a. If the GC has a Credit Account with Carter Lumber*, then Carter Lumber* will invoice the GC when payments are due, and GC agrees to pay Carter Lumber* the entire invoiced amount on or before the 15th of every month unless otherwise approved in writing by the Credit Department. Finance charges of 1.5% per month will be added to past due amounts and will increase the Contract Price as they accrue without requiring a Change Order. GC's duty to pay Carter Lumber* is not contingent upon GC's receipt of funds from its customer. Other payment terms are set forth in the Carter Lumber Credit Application, which terms are herein incorporated by reference. Failure to pay Carter Lumber* as required will constitute a material breach of this Agreement.
- 1.6. If for any reason the Commencement Date is delayed not due to the fault of Carter Lumber*, then Carter Lumber* shall be entitled to an appropriate time extension and increase in the Contract Price via Change Order to compensate Carter Lumber* for any price increases in material and /or labor, or any other costs that Carter has incurred due to the delay.
- 1.7. Any changes or modifications to the Scope of Work shall be by Change Order using Carter Lumber's* standard Change Order form. No Change Order is effective until GC signs it.
- 1.8. Unless GC also hires Carter Lumber* to provide specific design services as part of the Work, Carter Lumber* shall not be responsible to provide design services, or for any errors or omissions in the design or engineering for the Project, or for any infringement of intellectual property rights. GC shall indemnify, defend and hold Carter Lumber* harmless for any claim that results from errors or omissions in design documents, or any infringement of another's IP Rights. GC acknowledges that Carter Lumber* has the right to rely on design documents that GC or Owner supplies to Carter Lumber* in connection with the Work.

2. **Performance of the Work.** Carter Lumber* shall begin performance on the Commencement Date. Carter Lumber* shall use its best efforts to complete the Work before the Completion Date, provided that there are no excusable delays or disruptions like *force majeure* events, unexpected material shortages, labor strikes, unusual weather delays and delays in antecedent work that delays performance of the Work. If the delay or disruption has a cost impact, the parties shall negotiate

Installed Sales Customer Agreement

a change order. Any dispute that arises as a result of any delay or disruption that is not otherwise resolved shall be submitted to dispute resolution per the terms of this Agreement. Final agreement on cost and schedule shall be memorialized in a Change Order. Carter Lumber® shall have no duty to further proceed with the Work until it receives a signed Change Order resolving any delay or disruption claim.

3. **Mold Liability Waiver.** GC acknowledges mold and mildew are environmental issues over which Carter Lumber® has no control. Carter Lumber® has no liability for mold, mildew or like substances on any materials and Carter Lumber® has no liability to remediate any mold, mildew or similar substances. GC hereby releases Carter Lumber® from any and all liability associated with mold, mildew or other fungal growth appearing on any construction materials.
4. **Permits, Licenses and Compliance with Laws.** GC is responsible for obtaining any necessary permits unless permits are specifically included on the Scope of Work, and in the Contract Price. Carter Lumber® shall comply with all laws, ordinances, rules and regulations of governmental entities having jurisdiction, including those relating to safety, building construction, health, discrimination, fair employment practices, workers compensation, environmental protections or equal employment opportunity and shall cause all Subcontractors to do the same.
5. **Taxes.** Carter Lumber® shall abide by all laws and regulations pertaining to payment of sales or other taxes in connection with the Work. If the Work is exempt from sales tax, GC is responsible for providing Carter Lumber® with necessary exemption certificates and will indemnify and hold Carter Lumber® harmless to the extent of any misclassification of the Work for tax purposes.
6. **Warranty.** Upon payment of the Contract Price in full, Carter Lumber® warrants and guarantees that the Work, as outlined in the Scope of Work, will be performed in a workmanlike manner. Carter Lumber® shall, repair or replace any defective work within one year after the final invoice date. Carter Lumber® shall assign to GC or its designee all manufacturer's or factory's warranties that come with any equipment or component of the Work that Carter Lumber® installs. The warranties contained herein are exclusive and constitute GC's sole remedy. In no event shall any warranty apply to: (a) damage to the Work caused by others or (b) damage caused by misuse, abuse, failure to maintain, failure to protect or defects in the design provided by others. Carter Lumber® shall have no liability for punitive, incidental or consequential damages. Carter Lumber® shall have no duty to perform warranty work until the Contract Price has been fully paid.
7. **Insurance.** Carter Lumber® shall procure general liability insurance coverage with a one-year minimum completed operations coverage, and auto liability insurance. Such policy limits shall not be less than \$1,000,000 per occurrence. The policy shall be endorsed to provide thirty (30) days written notice to GC of cancellation and/or material change in coverages. If GC or Owner demand additional insured status or additional coverage endorsement, Carter Lumber® will be entitled to any increase in the Contract Price that is necessary to pay for providing such an endorsement.
8. **Risk Insurance.** GC shall obtain and maintain (or cause to be obtained and maintained) for Carter Lumber's® benefit Builders Risk Insurance on an "all risk" basis for work in progress and stored materials. To the extent any loss occurs on the Project that is covered under such insurance, then such insurance is considered primary and Carter Lumber® shall be relieved of any liability related to the loss. Carter Lumber® and GC both agree to waive their subrogation rights with respect to claims paid under any Builder's Risk Insurance.
9. **Indemnity.** The parties each agree to indemnify, defend, and hold the other harmless from and against any and all claims, liabilities, actions, causes of actions, complaints, costs, expenses, and demands whatsoever, in law and in equity, for bodily injury, personal injury, sickness, disease, death or property damage in connection with the Project, except to the extent that the claim is the result of the other's failure to perform some contractual duty, negligence, or the negligence of one for whom that party is legally liable.
10. **Safety.** GC shall maintain a safe workplace and shall insure that all GC provided equipment is in a safe working condition. GC is also responsible for coordinating safety procedures among the various trades who are working on the Project. Carter Lumber® shall require its employees and Subcontractors and their employees to comply with all rules and regulations imposed by law regarding working conditions and safety.
11. **Termination of this Agreement.**
 - 11.1. GC may terminate this Agreement for its convenience upon written notice to Carter Lumber®. In such event Carter Lumber® shall discontinue the Work per the GC's directions and Carter Lumber® shall be paid for all of the Work that has been completed prior to such termination, de-mobilization costs, profit lost on Work that could not be completed, and for all materials that Carter Lumber® cannot reuse or resell at an equivalent price including material that has been specially ordered for this project and cannot be cancelled or reused on another project.
 - 11.2. GC or Carter Lumber® may terminate this Agreement for cause when the other has committed a material breach of this Agreement, and provided the party asserting the right to terminate is not also in material breach. No party may terminate this Agreement for cause unless they have first given the other party written notice of the circumstances constituting the breach at least 5 days before the termination becomes effective, and the party to whom the notice is given has not undertaken reasonable efforts to cure the breach within that time.
12. **Disputes and Settlement.** Except as stated herein, all claims or disputes arising under this Agreement must be submitted first to mediation and if not settled, then to binding arbitration. All claims or disputes against GC that are solely for non-payment of money due Carter Lumber may be resolved through mediation and binding arbitration, or litigation at Carter Lumber's option. The parties agree to give each other prompt written notice of any claim. Mediation and arbitration under this paragraph shall be in accordance with the Construction Industry Rules of the American Arbitration Association, and venue for any dispute resolution shall either be in Portage County, Ohio, or in the State where the Work was performed if required by local law. The parties agree to share the mediator's fee, and to apportion arbitration costs in accordance with AAA rules. The arbitrator shall have no authority to award punitive or exemplary damages, but shall have authority to award the prevailing party its arbitration costs and AAA related expenses. Carter Lumber® is not required and may not be compelled to join dispute resolution proceedings that may arise between the GC and its customer, nor shall Carter Lumber® be bound by the outcome of dispute resolution proceedings between the GC and its customer.
13. **Miscellaneous Items.**
 - 13.1. Carter Lumber® shall be deemed to be an Independent Contractor of GC and neither Carter Lumber®, its Subcontractor nor anyone associated with Carter Lumber® shall be deemed to be an employee or agent of GC.
 - 13.2. All notices, requests, demands and proposals given hereunder by either party shall be in writing and mailed or delivered in such a way that confirmed receipt is provided to the sender. Email or facsimile are acceptable delivery methods. Notice given shall be deemed effective upon the date of confirmed receipt.
 - 13.3. If any provision of this Agreement is deemed invalid or unenforceable, this shall not affect the applicability or validity of any other provision of this Agreement. This Agreement shall be governed by the laws of the State of Ohio, unless the laws of the state where the Work is performed require that state's law govern.
 - 13.4. The waiver by either party of any breach of this Agreement shall not constitute a waiver of that breach or any future breach of this Agreement.

Installed Sales Customer Agreement

13.5. This Agreement and any Exhibits referenced herein and the Credit Application* with its Terms and Conditions, constitute the entire agreement between GC and Carter Lumber* and supersedes any and all other agreements between them. This Agreement may not be amended or modified except by a written change that they both sign.

13.6. This Agreement which is the Subcontractor Agreement shall not be effective unless signed by an agent of Carter Lumber* who is located at Carter's home office at 601 Tallmadge Road, Kent, OH 44240 and Carter Lumber's* Credit Department has approved the GC and this Job.

* Carter Lumber is the assumed name of Carter-Jones Companies, Inc. a Michigan corporation and its subsidiaries which include

- Carter Lumber Company
- Carter Lumber Co.
- Carter Lumber of the South, Inc.
- Carter Lumber, Inc.
- Kight Lumber Co., Inc.
- Carter Lumber of Virginia, Inc.
- The Carter-Jones Lumber Company

Carter Lumber and GC acknowledge that they have read and understand each of the above provisions and those in the above Customer Agreement Terms and its Exhibits and hereby agree to all of those terms.

CARTER LUMBER*

GC: S&S INTERIORS

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

POS: 103



Installed Sales Customer Agreement

PCO2 NEO-0009

c10326

103

This Installed Sales Customer Agreement together with the Carter Lumber Credit Application and its terms and conditions (collectively the "Agreement") constitutes the entire agreement between the General Contractor (herein referred to as "GC") and the Subcontractor Carter Lumber* located at 601 Tallmadge Road, Kent, OH 44240 (herein referred to as "Carter Lumber") and supersedes any and all other agreements between them. The parties may only amend or modify these documents by a written Change Order that they both sign. Any undefined terms used in this Agreement will be interpreted according to industry practice.

GC: S&S INTERIORSBrief Scope of Work: SHINGLES NORTHFIELD PHASE 3 POLICE BACK BUILDINGJob Name: SHINGLES PHASE 3 POLICE BACK BUILDINGJob Address: 10455 NORTHFIELD RDCity, State, Zip: NORTHFIELD OHIO 44067Acct No: G1030164-022Total Price: \$16,494Est. Start Date: 07/01/25Est. Completion Date: 07/15/25Plans Dated & Numbered: 1/24/2025Material Guaranteed? Yes Billing Schedule: Monthly Payment

*If using milestone billing attach schedule

Carter Lumber* and GC agree as follows:

1. The Work, the Contract Price and Payment of the Contract Price.

- 1.1. Carter Lumber* shall provide all labor, materials and clean-up to substantially complete the Work in accordance with the Scope of Work and any GC provided plans or prints. The Work shall be performed in compliance with: (a) the attached Scope of Work (the "Scope of Work"), (b) the requirements of this Agreement, (c) all approved submittals and shop drawings, (d) all applicable laws, and (e) all manufacturers' warranties regarding materials and installed components. To the extent of any conflict between plans, prints, specifications and approved shop drawings or submittals, the approved shop drawings or submittals will control. Once approved, shop drawings and submittals will become part of the Scope of Work, and Carter is not responsible if the shop drawings or submittals were approved in error. Provided Carter Lumber* substantially performs the Scope of Work, GC's sole remedy against Carter Lumber* for non-compliant or incomplete work shall be handled under the warranty provisions of this Agreement.
- 1.2. GC hereby expressly consents to Carter Lumber* assigning and subcontracting the Work, however, no such assignment or subcontracting shall in any way relieve Carter Lumber* of its obligations under this Agreement.
- 1.3. GC shall provide a readily accessible work site that is ready and suitable to receive Carter Lumber's* Work, along with any needed utilities, including but not limited to heat, water and electricity. Any delays to Carter Lumber's* performance that result from the site not being ready will be the GC's responsibility.
- 1.4. After Carter Lumber* notifies GC that Carter Lumber* has completed the Work or any portion of the Work, GC shall, within a reasonable time, inspect the Project to confirm that the Work has been substantially performed. Once GC has inspected and approved the Work, this shall, for all purposes, constitute acceptance of the Work, and activate contractual warranties. Upon request, GC will endorse a certificate of completion on a form Carter Lumber* supplies for that purpose.
- 1.5. GC will pay Carter Lumber* the Contract Price for the Work in accordance with the payment schedule set forth above. Failure to pay Carter Lumber* as required will constitute a material breach of this Agreement.
- 1.5a. If the GC has a Credit Account with Carter Lumber*, then Carter Lumber* will invoice the GC when payments are due, and GC agrees to pay Carter Lumber* the entire invoiced amount on or before the 15th of every month unless otherwise approved in writing by the Credit Department. Finance charges of 1.5% per month will be added to past due amounts and will increase the Contract Price as they accrue without requiring a Change Order. GC's duty to pay Carter Lumber* is not contingent upon GC's receipt of funds from its customer. Other payment terms are set forth in the Carter Lumber Credit Application, which terms are herein incorporated by reference. Failure to pay Carter Lumber* as required will constitute a material breach of this Agreement.
- 1.6. If for any reason the Commencement Date is delayed not due to the fault of Carter Lumber*, then Carter Lumber* shall be entitled to an appropriate time extension and increase in the Contract Price via Change Order to compensate Carter Lumber* for any price increases in material and/or labor, or any other costs that Carter has incurred due to the delay.
- 1.7. Any changes or modifications to the Scope of Work shall be by Change Order using Carter Lumber's* standard Change Order form. No Change Order is effective until GC signs it.
- 1.8. Unless GC also hires Carter Lumber* to provide specific design services as part of the Work, Carter Lumber* shall not be responsible to provide design services, or for any errors or omissions in the design or engineering for the Project, or for any infringement of intellectual property rights. GC shall indemnify, defend and hold Carter Lumber* harmless for any claim that results from errors or omissions in design documents, or any infringement of another's IP Rights. GC acknowledges that Carter Lumber* has the right to rely on design documents that GC or Owner supplies to Carter Lumber* in connection with the Work.

- 2. Performance of the Work.** Carter Lumber* shall begin performance on the Commencement Date. Carter Lumber* shall use its best efforts to complete the Work before the Completion Date, provided that there are no excusable delays or disruptions like *force majeure* events, unexpected material shortages, labor strikes, unusual weather delays and delays in antecedent work that delays performance of the Work. If the delay or disruption has a cost impact, the parties shall negotiate

Installed Sales Customer Agreement

PCO2

a change order. Any dispute that arises as a result of any delay or disruption that is not otherwise resolved shall be submitted to dispute resolution per the terms of this Agreement. Final agreement on cost and schedule shall be memorialized in a Change Order. Carter Lumber* shall have no duty to further proceed with the Work until it receives a signed Change Order resolving any delay or disruption claim.

3. **Mold Liability Waiver.** GC acknowledges mold and mildew are environmental issues over which Carter Lumber* has no control. Carter Lumber* has no liability for mold, mildew or like substances on any materials and Carter Lumber* has no liability to remediate any mold, mildew or similar substances. GC hereby releases Carter Lumber* from any and all liability associated with mold, mildew or other fungal growth appearing on any construction materials.
4. **Permits, Licenses and Compliance with Laws.** GC is responsible for obtaining any necessary permits unless permits are specifically included on the Scope of Work, and in the Contract Price. Carter Lumber* shall comply with all laws, ordinances, rules and regulations of governmental entities having jurisdiction, including those relating to safety, building construction, health, discrimination, fair employment practices, workers compensation, environmental protections or equal employment opportunity and shall cause all Subcontractors to do the same.
5. **Taxes.** Carter Lumber* shall abide by all laws and regulations pertaining to payment of sales or other taxes in connection with the Work. If the Work is exempt from sales tax, GC is responsible for providing Carter Lumber* with necessary exemption certificates and will indemnify and hold Carter Lumber* harmless to the extent of any misclassification of the Work for tax purposes.
6. **Warranty.** Upon payment of the Contract Price in full, Carter Lumber* warrants and guarantees that the Work, as outlined in the Scope of Work, will be performed in a workmanlike manner. Carter Lumber* shall, repair or replace any defective work within one year after the final invoice date. Carter Lumber* shall assign to GC or its designee all manufacturer's or factory's warranties that come with any equipment or component of the Work that Carter Lumber* installs. The warranties contained herein are exclusive and constitute GC's sole remedy. In no event shall any warranty apply to: (a) damage to the Work caused by others or (b) damage caused by misuse, abuse, failure to maintain, failure to protect or defects in the design provided by others. Carter Lumber* shall have no liability for punitive, incidental or consequential damages. Carter Lumber* shall have no duty to perform warranty work until the Contract Price has been fully paid.
7. **Insurance.** Carter Lumber* shall procure general liability insurance coverage with a one-year minimum completed operations coverage, and auto liability insurance. Such policy limits shall not be less than \$1,000,000 per occurrence. The policy shall be endorsed to provide thirty (30) days written notice to GC of cancellation and/or material change in coverages. If GC or Owner demand additional insured status or additional coverage endorsement, Carter Lumber* will be entitled to any increase in the Contract Price that is necessary to pay for providing such an endorsement.
8. **Risk Insurance.** GC shall obtain and maintain (or cause to be obtained and maintained) for Carter Lumber's* benefit Builders Risk Insurance on an "all risk" basis for work in progress and stored materials. To the extent any loss occurs on the Project that is covered under such insurance, then such insurance is considered primary and Carter Lumber* shall be relieved of any liability related to the loss. Carter Lumber* and GC both agree to waive their subrogation rights with respect to claims paid under any Builder's Risk Insurance.
9. **Indemnity.** The parties each agree to indemnify, defend, and hold the other harmless from and against any and all claims, liabilities, actions, causes of actions, complaints, costs, expenses, and demands whatsoever, in law and in equity, for bodily injury, personal injury, sickness, disease, death or property damage in connection with the Project, except to the extent that the claim is the result of the other's failure to perform some contractual duty, negligence, or the negligence of one for whom that party is legally liable.
10. **Safety.** GC shall maintain a safe workplace and shall insure that all GC provided equipment is in a safe working condition. GC is also responsible for coordinating safety procedures among the various trades who are working on the Project. Carter Lumber* shall require its employees and Subcontractors and their employees to comply with all rules and regulations imposed by law regarding working conditions and safety.
11. **Termination of this Agreement.**
 - 11.1. GC may terminate this Agreement for its convenience upon written notice to Carter Lumber*. In such event Carter Lumber* shall discontinue the Work per the GC's directions and Carter Lumber* shall be paid for all of the Work that has been completed prior to such termination, de-mobilization costs, profit lost on Work that could not be completed, and for all materials that Carter Lumber* cannot reuse or resell at an equivalent price including material that has been specially ordered for this project and cannot be cancelled or reused on another project.
 - 11.2. GC or Carter Lumber* may terminate this Agreement for cause when the other has committed a material breach of this Agreement, and provided the party asserting the right to terminate is not also in material breach. No party may terminate this Agreement for cause unless they have first given the other party written notice of the circumstances constituting the breach at least 5 days before the termination becomes effective, and the party to whom the notice is given has not undertaken reasonable efforts to cure the breach within that time.
12. **Disputes and Settlement.** Except as stated herein, all claims or disputes arising under this Agreement must be submitted first to mediation and if not settled, then to binding arbitration. All claims or disputes against GC that are solely for non-payment of money due Carter Lumber may be resolved through mediation and binding arbitration, or litigation at Carter Lumber's option. The parties agree to give each other prompt written notice of any claim. Mediation and arbitration under this paragraph shall be in accordance with the Construction Industry Rules of the American Arbitration Association, and venue for any dispute resolution shall either be in Portage County, Ohio, or in the State where the Work was performed if required by local law. The parties agree to share the mediator's fee, and to apportion arbitration costs in accordance with AAA rules. The arbitrator shall have no authority to award punitive or exemplary damages, but shall have authority to award the prevailing party its arbitration costs and AAA related expenses. Carter Lumber* is not required and may not be compelled to join dispute resolution proceedings that may arise between the GC and its customer, nor shall Carter Lumber* be bound by the outcome of dispute resolution proceedings between the GC and its customer.
13. **Miscellaneous Items.**
 - 13.1. Carter Lumber* shall be deemed to be an Independent Contractor of GC and neither Carter Lumber*, its Subcontractor nor anyone associated with Carter Lumber* shall be deemed to be an employee or agent of GC.
 - 13.2. All notices, requests, demands and proposals given hereunder by either party shall be in writing and mailed or delivered in such a way that confirmed receipt is provided to the sender. Email or facsimile are acceptable delivery methods. Notice given shall be deemed effective upon the date of confirmed receipt.
 - 13.3. If any provision of this Agreement is deemed invalid or unenforceable, this shall not affect the applicability or validity of any other provision of this Agreement. This Agreement shall be governed by the laws of the State of Ohio, unless the laws of the state where the Work is performed require that state's law govern.
 - 13.4. The waiver by either party of any breach of this Agreement shall not constitute a waiver of that breach or any future breach of this Agreement.

Installed Sales Customer Agreement

PCO2

13.5. This Agreement and any Exhibits referenced herein and the Credit Application* with its Terms and Conditions, constitute the entire agreement between GC and Carter Lumber* and supersedes any and all other agreements between them. This Agreement may not be amended or modified except by a written change that they both sign.

13.6. This Agreement which is the Subcontractor Agreement shall not be effective unless signed by an agent of Carter Lumber* who is located at Carter's home office at 601 Tallmadge Road, Kent, OH 44240 and Carter Lumber's* Credit Department has approved the GC and this Job.

* Carter Lumber is the assumed name of Carter-Jones Companies, Inc. a Michigan corporation and its subsidiaries which include

- | | |
|------------------------------------|-----------------------------------|
| • Carter Lumber Company | • Kight Lumber Co., Inc. |
| • Carter Lumber Co. | • Carter Lumber of Virginia, Inc. |
| • Carter Lumber of the South, Inc. | • The Carter-Jones Lumber Company |
| • Carter Lumber, Inc. | |

Carter Lumber and GC acknowledge that they have read and understand each of the above provisions and those in the above Customer Agreement Terms and its Exhibits and hereby agree to all of those terms.

CARTER LUMBER*

GC: S&S INTERIORS

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

POS: 103 _____



K M Electric Company

2919 State Route 59
Ravenna OH 44266

330 673-1452

Fax 330 298-1452

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VILLAGE OF NORTHFIELD

FEB 20 2025

☒ SERVICE DEPARTMENT
☒ ENGINEERING DEPARTMENT

PCO3 QUOTE

Date 2/19/2025

Quote No. 4722

Quoted To:

S & S Interior
Sam Schillero
78 Carr Rd.
Hinckley, Ohio 44233

Job Location:

Northfield Police Station
10455 Northfield Rd.
Northfield OH 44067

		Terms	Good Thru
		Net 30	3/21/2025
Quantity	Description	Unit Price	TOTAL
1	Fire alarm installation Geauga Alarm Inc	15,640.00	15,640.00
1	Install boxes and chases by KM	1,100.00	1,100.00
Thank you for the opportunity to quote this job.		TOTAL	\$16,740.00

CHANGE ORDER

PCO4

S&S Interiors, Inc.
78 Carr Road
Hinckley Ohio 44233
330.278.1020

February 21, 2025
propl
Sheet No:

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VILLAGE OF NORTHFIELD

FEB 21 2025

☐ SERVICE DEPARTMENT
☐ ENGINEERING DEPARTMENT

PROPOSAL: Northfield Village
ADDRESS: 10455 Northfield Road
CITY-STATE: Northfield Ohio 44067
PHONE NO.:
JOB NAME: New Police Department

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

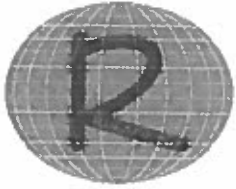
Copy / Print Rm. 120
Labor and materials to install IT P-Lam cabinet/ lower cabinets with top / upper cabinets \$3500.00
Labor to install \$400.00

Sanitary Sewer Tap.
Existing connection not on site 24 man hours trying to locate
Remove existing side walk / Cut existing road asphalt
Install new sewer connection backfill using premium fill
Total cost not to exceed \$7500.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for the above work, and completed in a substantial workmanlike manner for the sum of:

Prices are above

Respectfully submitted _____



RHEACO, INC.

1941 East Aurora Road
Twinsburg, OH 44087

PCO4

QUOTE

Project: Northfield Police Copy-Print-IT-Rm

Date: February 20, 2025

Scope: Make items as detailed below

9/A-6 – Copy/Print/IT Room 120:

- P. Lam Base Cabinets [7.5 LF]
- P. Lam Wall Cabinets [7.5 LF]
- P. Lam Tall Cabinet [2.5 LF]
- P. Lam Self-Edge Countertop [7.5 LF]

Cost.....\$ 3,560.00

~~Sales Tax @ 6.75%\$ 240.30~~

Total Base Bid w/ Tax.....
~~\$ 3,800.30~~
\$ 3,560.00

Notes:

- *Installation by others*
- *Cabinets & Countertops figured in a standard p. lam selection*
 - a. *Premium laminate may affect cost.*
- *If project is tax exempt, remove line item above. ✓*
- *Only items specifically listed above are included in this quote.*

\$ 3,500.00 cost for Project