

The Village of Northfield

REGULAR COUNCIL MEETING AGENDA

FEBRUARY 26, 2020, 7:30 p.m.

10455 NORTHFIELD ROAD
NORTHFIELD VILLAGE, OHIO 44067

Pledge of Allegiance

Call to Order; Roll Call

Approval of Minutes: February 12, 2020 Regular Council Meeting

Presentation of Petitions, Memorials, and Remonstrances

Reports of Municipal Officers:

Jesse J. Nehez, Mayor
Finance Director, Jennifer Potvin
Richard Wasosky, Engineer
Brad Bryan, Law Director

Department Heads:

John Zolgus, Police Chief
Jason Buss, Fire Chief
Jason Walters, Service/Building Superintendent

Reports of Municipal Boards and Commissions:

Alan Hipps, Planning Commission
Mayor Nehez, Recreation Board
Mayor Nehez, Cemetery Board

Reports of Standing Committees:

Finance, Nick Magistrelli
Roads and Public Works, Jennifer Domzalski
Health and Welfare, Keith Czerr
Wages and Working Conditions, Gary Vojtush
Fire and Safety, Renell Noack
Buildings and Grounds, Alan Hipps

Legislation:

Ordinance No. 2020-08, An Emergency Ordinance Amending Section 258.04(a) of the Codified Ordinances Relating to Holidays for Full-Time Employees (First Reading)

Resolution No. 2020-09, An Emergency Resolution Authorizing the Mayor to Enter Into an Agreement with HMH Restoration Ltd. for the Village Hall East Wall and Stairs Area Project (First Reading)

Old Business; New Business; Announcements

Executive Session (If needed)

Adjournment

**VILLAGE OF NORTHFIELD ORDINANCE NO. 2020-08
AN EMERGENCY ORDINANCE AMENDING SECTION 258.04(a) OF THE CODIFIED
ORDINANCES RELATING TO HOLIDAYS FOR FULL-TIME EMPLOYEES**

WHEREAS, the Mayor and Council desire to amend Section 258.04(a) of the Village's Administrative Code pertaining to Holidays for full-time employees, in order to provide paid holiday benefits to full-time employees immediately upon their hiring and if they are off work immediately preceding or after the holiday with proper approval.

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

SECTION 1. That the Council of the Village of Northfield hereby and herein amends Section 258.04(a) of the Village's Administrative Code relating to Holidays for full-time employees, as indicated in the attachment hereto.

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

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield, for the reason that this amendment will assist with the Village's ability to attract a qualified and talented workforce and more efficiently administer vacation benefits for full-time non-union employees, and this Ordinance shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

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

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

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

Jennifer Potvin, Clerk of Council

258.04 HOLIDAYS FOR FULL-TIME EMPLOYEES.

(a) All employees who are classified as full-time, which are those employees who regularly work no less than forty hours per week, shall receive eight hours pay, at their last preceding wage rate, for each of the holidays listed below occurring during their employment. ~~Such full-time employees shall have had at least six months of full-time service prior to the month in which the holiday occurs.~~ Such employees shall not be required to work on any such holiday, except in the case of an emergency and/or need as determined by the head of the department and/or the Mayor, and in such a case such employees shall receive pay for all hours worked in addition to the holiday pay. To be entitled to such holiday pay, such employees shall be present and working their regularly scheduled hours on the work day preceding and the next day following such holiday, unless they are on vacation leave previously approved by the Mayor or provide written verification from a medical provider that they or an immediate family member had a medical condition or injury that prevented the employee from working on the date in question.

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**VILLAGE OF NORTHFIELD RESOLUTION NO. 2020-09
AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH HMM RESTORATION LTD. FOR THE VILLAGE HALL EAST
WALL AND STAIRS AREA PROJECT**

WHEREAS, in the summer of 2019, bids were solicited by the Village for the Village Hall South Wall Lintel Removal and Infill Project, and the contract was awarded to HMM Restoration Ltd. of Cleveland, Ohio ("HMM Restoration"); and

WHEREAS, in the course of performing the above project, it was determined that it is in the Village's best interest to repair the west exterior wall of Village Hall in the area of the garage doors and the east walls in the area of the emergency exit stairs and Police Department entrance stairs; and

WHEREAS, HMM Restoration has submitted a favorable quote for the additional work due to the fact that it is familiar with the site and mobilized to perform the work.

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

SECTION 1. That Council hereby and herein authorizes the Mayor to enter into an Agreement for the Village Hall East Wall and Stairs Area Project with HMM Restoration in the amount of \$35,295, plus the cost of any Village permits, based upon and in accordance with the agreement that is attached hereto.

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in 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 that the within repair is necessary for the proper functioning and preservation of Village Hall, and this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

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

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

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

Jennifer Potvin, Clerk of Council

AGREEMENT FOR VILLAGE HALL EAST WALL AND STAIRS AREA PROJECT

This Agreement is entered into this ____ day of _____, 2020, by and between the Village of Northfield, Ohio ("Village"), an Ohio municipal corporation which address is 10455 Northfield Road, Northfield Village, Ohio 44067, and HMH Restoration Ltd., which address is 4408 St. Clair Avenue, Cleveland, Ohio 44103 (the "Contractor").

WHEREAS, in the summer of 2019, bids were solicited by the Village for the Village Hall South Wall Lintel Removal and Infill Project, and the contract for that project was awarded to the Contractor; and

WHEREAS, in the course of performing the above project, it was determined that it was in the Village's best interest to repair the west exterior wall of Village Hall in the area of the garage doors and the east walls in the area of the emergency exit stairs and Police Department entrance stairs; and

WHEREAS, the Contractor has submitted a favorable bid for the additional work due to the fact that it is familiar with the site and mobilized to perform the work.

NOW THEREFORE, the Village, through its Mayor, hereby enters into the within Agreement with Contractor for the Village East Wall and Stairs Project, as described as follows.

1. Scope of Work. Contractor shall:

- Provide access to all wall areas
- Cut out and tuck point all deteriorated/cracked joints to match existing joints (50 sq. ft. of repairs)
- Remove and replace all cracked brick with new brick to match the existing brick (100 misc. cracked bricks)
- Perform concrete repairs to emergency exit stairs; patch and re-coat all spalls; at lower stairs, remove all loose concrete, install forms, and patch bulkhead wall; ensure railing is re-secured
- Clean exterior masonry to remove all dirt and atmospheric staining
- Coat all exterior masonry with Weather Seal siloxane w/ waterproofing
- All waste is required to be hauled from the site at Contractor's expense
- Wire and weatherhead work to be performed by utility provider/and or Village at Village expense

2. Performance and Payment. Contractor shall start work on the project onsite after February 26, 2020 and complete the work specified in this Agreement no later than May 15, 2020. In consideration for Contractor performing all of the work specified herein, the Village shall pay the Contractor the amount of \$35,295, plus the cost of any required Village permits, within fourteen days of the completion of the scope of work items.

3. Registration as a Contractor with the Village. Contractor shall remain registered as a Contractor with the Village for the duration of this Project and comply with the insurance and bond provisions of those registration requirements.

4. Maintenance of the Agreement. The Agreement shall not be assigned without the written consent of the Village, which consent shall not release the Contractor from any of its obligations and liabilities under the Agreement. The Agreement shall be binding upon the

respective successors, executors, administrators, and assigns of the Contractor, who shall continue the Agreement in the event of dissolution, merger, and/or death of the Contractor, provided that in the event the Contractor shall be adjudged insolvent or bankrupt or shall make an assignment for the benefit of creditors, the Village shall have the right to terminate such Agreement and make appropriate arrangements for completing the project.

5. Regulations and Permits. The Contractor shall perform this Agreement in compliance with all applicable ordinances, resolutions, statutes, and rules and regulations now existing or as hereafter enacted or promulgated. In addition, the Contractor shall acquire any and all permits required by law and submit proper applications therefor. The cost of any Village permits shall be at the Village's expense. The cost of any other permits required by this Agreement shall be at the Contractor's expense.

6. Workers Compensation. The Contractor shall at all times during the term of the Agreement comply with the Worker's Compensation Laws of the State of Ohio, shall pay such premiums as may be required thereunder, and shall hold the Village harmless from any and all liability arising from or under said laws.

7. Indemnity and Insurance. The Contractor shall indemnify and hold harmless the Village and all of its executives, representatives, officers, agents, employees, successors, and assigns, jointly and severally, of and from all manner of losses, suits, actions, payments, costs, charges, damages, judgments, or claims and demands of any character, name, or description occasioned by, or attributable to, any injuries or damages received or sustained by any person, persons, or property by reason of any act or omission caused by the negligence or misconduct of said Contractor or its agents or employees in the performance of and under the Agreement.

The Contractor shall furnish the Village with a copy of a certificate of insurance pertaining to the Contractor's liability insurance policy covering all work and equipment to be used in performing the Agreement and its liability insurance policy covering bodily injury to third parties. Such insurance shall be maintained in force by the Contractor at its expense throughout the term of the Agreement.

8. Equal Opportunity Employer. The Contractor shall not discriminate against any person employed by or seeking employment with the Contractor because of race, creed, color, sex, sexual orientation, or national origin and shall comply with all applicable ordinances, statutes, and regulations of the Village and the State or Federal government relating to equal employment opportunities.

9. Miscellaneous.

(A) This Agreement shall be governed by and interpreted under the laws of the State of Ohio. Any litigation arising hereunder shall be filed in a court of proper jurisdiction in Summit County, Ohio.

(B) Time is of the essence in connection with this Agreement.

(C) This Agreement represents the entire and exclusive understanding between the parties hereto with respect to the subject matter hereof and may not be modified except in a writing signed by both parties.

The parties have executed this Agreement through the authorized parties set forth below.

HMH Restoration Ltd.

Village of Northfield

Signature of Authorized Person

Jesse J. Nehez, Mayor

Print Name

Approved as to Legal Form

Title

Bradric T. Bryan, Director of Law
Village of Northfield