

The Village of Northfield

REGULAR COUNCIL MEETING AGENDA

JANUARY 11, 2023, 7:30 p.m.

10455 NORTHFIELD ROAD

NORTHFIELD, OHIO 44067

Call to Order; Roll Call

Approval of Minutes: December 14, 2022 Regular Council Meeting

Appointment of Council President Pro-Tem

Special Presentation: Presentation from Summit County Development Finance Authority by Chris Burnham (DFA) and Jason Dodson (Roetzel & Andress) Regarding Akron-Summit County Special Improvement District and Assessed Clean Energy Financing Program for Commercial and Institutional Properties

Remonstrances:

Reports of Municipal Officers:

Jennifer Domzalski, Mayor

Finance Director, Jennifer Potvin

Brad Bryan, Law Director

Engineer, Dan Collins

Department Heads:

John Zolcus, Police Chief

Jason Buss, Fire Chief

Jason Walters, Service/Building Superintendent

Reports of Municipal Boards and Commissions:

Alan Hipps, Planning Commission

Council Motion to Appoint Council Planning Commission Representative

Recreation Board

Cemetery Board

Reports of Standing Committees:

Finance, Nick Magistrelli

Roads and Public Works, Kevin Lewis

Health and Welfare, Jesse Ferko

Wages and Working Conditions, Gary Vojtush

Fire and Safety, Renell Noack

Buildings and Grounds, Alan Hipps

Legislation:

Resolution No. 2022-01, An Emergency Resolution Authorizing the Mayor to Renew the Village's Agreement with the Summit County Public Defender's Commission for Indigent Representation in Stow Municipal Court (First Reading)

Ordinance No. 2022-02, An Emergency Ordinance Establishing Section 238.16 of the Codified Ordinances Relating to a Charge for Dishonored Checks or Payments (First Reading)

Old Business; New Business; Announcements

Executive Session (If Necessary)

Adjournment

VILLAGE OF NORTHFIELD RESOLUTION NO. 2023-01
AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO RENEW THE
VILLAGE'S AGREEMENT WITH THE SUMMIT COUNTY PUBLIC DEFENDER'S
COMMISSION FOR INDIGENT REPRESENTATION IN STOW MUNICIPAL COURT

WHEREAS, the agreement between the Village and the Public Defender's Commission of Summit County, Ohio for indigent representation in the Stow Municipal Court expired on December 31, 2022; 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 Summit County Legal Defender's Office is currently providing that service; and

WHEREAS, it is the desire of Council to authorize the Mayor to renew the Village's agreement with the Public Defender's Commission of Summit County to provide for such representation for 2023.

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 the Public Defender's Commission of Summit County for the year 2023 to provide representation to indigent defendants in the Stow Municipal Court charged with violations of the Village's criminal code for the amount of \$170 per case 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 has expired and is a necessary component of the Village's law enforcement responsibilities, 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.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 2023.

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 _____, 2023.

Jennifer Potvin, Clerk of Council

AGREEMENT

This Agreement made at the VILLAGE OF NORTHFIELD, Ohio on this ____ day of _____, _____, by and between the VILLAGE OF NORTHFIELD, Ohio, acting by and through its Mayor (or designee) duly authorized by Ordinance/Resolution No. _____, _____, passed by the Council of the VILLAGE OF NORTHFIELD, Ohio on the ____ day of _____, _____, hereinafter referred to as the VILLAGE and the Summit County Public Defender’s Commission, One Cascade Plaza Suite 1940, Akron, Ohio hereinafter referred to as the DEFENDER.

WITNESSETH:

WHEREAS, the VILLAGE has entered 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 2022; and

WHEREAS, pursuant to Chapter 120 of the Ohio Revised Code and Administrative Code 120-1-09 it is necessary to enter into this Agreement in order for said County to obtain reimbursement pursuant to Chapter 120 and Administrative Rule 120-1-09 of the Ohio Administrative Code.

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, through the Legal Defenders Office of Summit County, Ohio, Inc. (DBA Summit Legal Defenders) (“LDO”), shall

provide counsel in the Stow Municipal 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 CITY shall pay to the DEFENDER a fee for the services provided in Section 1 of the Agreement of One Hundred Seventy Dollars (\$170.00) per case for all cases closed between January 1, 2023 through December 31, 2023. 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 twelve months from the first missed hearing. At the expiration of that twelve 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.

Section 3. The Defender or LDO, on behalf of its attorneys and each attorney employed by the Defender or LDO 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 Company or 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 DEFENDER shall send quarterly statements to the VILLAGE certifying the number of cases completed during the preceding months. These statements shall be provided electronically. Itemized billing is available upon request.

Section 5. The Agreement shall expire on December 31, 2023.

Section 6. In the event the VILLAGE does not renew this Agreement, the VILLAGE agrees to pay the DEFENDER the amount of One Hundred-Seventy Dollars (\$170.00) per pending case upon the completion of said case.

Section 7. Should the DEFENDER be succeeded by a county defender organized in accordance with the Ohio Revised Code, the DEFENDER may assign its duties under this assignment and shall not be made by either party without the prior written consent of the other; provided, however, that the

DEFENDER is expressly authorized to provide the services described in Section 1 through the Legal Defender Office of Summit County, Ohio Inc.

Section 8. Should the DEFENDER or any other entity receive reimbursement for the services performed by the DEFENDER, the DEFENDER shall insure the VILLAGE receives its prorated share of such reimbursement through credit toward the VILLAGE's payment and/or payments, direct or indirect, to the VILLAGE.

Section 9. 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 10. All amendments to this Agreement shall be in writing and signed by both parties.

Section 11. 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

Witness for Commission

SUMMIT COUNTY PUBLIC
DEFENDER COMMISSION

Approved as to legal form
and correctness:

_____/_____
Date

_____/_____
Law Director Date

CERTIFICATE OF DIRECTOR OF FINANCE

I hereby certify that certificates will be furnished on payment orders issued by the _____ under this contract and that sufficient money is in the treasury under this contract and that sufficient money is in the treasury or in the process of collection to the credit of the appropriate fund or division to discharge the VILLAGES's obligation under this contract as authorized by Ordinance/Resolution No. _____, _____.

Director of Finance

VILLAGE OF NORTHFIELD ORDINANCE NO. 2023-02

**AN EMERGENCY ORDINANCE ESTABLISHING SECTION 238.16 OF THE
CODIFIED ORDINANCES RELATING TO A CHARGE FOR DISHONORED CHECKS
OR PAYMENTS**

WHEREAS, the Mayor and Council feel it is necessary to enact Section 238.16 of the Codified Ordinances relating to a charge for dishonored checks or payments.

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 enacts Section 238.16 of the Administrative Code as is indicated in the attachment hereto that is incorporated herein.

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

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were rendered in an open meeting of this Council 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 it will compensate the Village for dishonored check or payments fees and costs incurred by the Village as a result of these situations, and that 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 _____, 2023.

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 Ordinance was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2023.

Jennifer Potvin, Clerk of Council

238.16 CHARGE FOR DISHONORED CHECKS OR PAYMENTS.

The Municipality is authorized to charge a twenty-five dollar fee for each check or payment made to the Municipality that is dishonored or returned on account of insufficient funds or other reasons.