

The Village of Northfield

REGULAR COUNCIL MEETING AGENDA
March 13, 2019 7:30 p.m.

Pledge of Allegiance

Call to Order; Roll Call; Approval of Minutes
February 27, 2019

Presentation of Petitions, Memorials and Remonstrances

Reports of Municipal Officers:

Jesse J. Nehez, Mayor
Tricia Ingrassia, Finance Director
Richard Wasosky, Engineer
Brad Bryan, Law Director

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
Mayor Nehez, Recreation Board

Reports of Standing Committees:

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

Legislation:

2019-12 – An Emergency Resolution Setting Forth the Appropriations for the Fiscal Year 2019 and Submitting the Same to the County Fiscal Officer (Second Reading)

2019-13 – An Emergency Resolution Authorizing the Mayor to Execute Easement Documents Necessary for the Route 8 Traffic Signal Replacement Projects at Houghton Road and at Fire Station Drive (First Reading)

2019-14 – An Emergency Resolution Authorizing the Village to Accept an Easement Granted by New Plaza Management, LLC Necessary for the Route 8 Traffic Signal Replacement Project at Maple Avenue (First Reading)

2019-15 – An Emergency Resolution Authorizing the Purchase of a 2019 Chevrolet Tahoe Along with the Necessary Equipment to Outfit the Vehicle for Police Department Use (First Reading)

Old Business; New Business; Announcements; Adjournment

VILLAGE OF NORTHFIELD RESOLUTION NO. 2019-12
AN EMERGENCY RESOLUTION SETTING FORTH THE APPROPRIATIONS FOR THE
FISCAL YEAR 2019 AND SUBMITTING THE SAME TO THE COUNTY FISCAL OFFICER

WHEREAS, at the direction of the Mayor and Council, Tricia Ingrassia, the Director of Finance, has prepared the Appropriation Resolution for the Village of Northfield, Ohio for the fiscal year 2019 showing all expenditures and charges in or for the purposes of such fiscal year to be paid; and

WHEREAS, a copy of said appropriations are attached hereto and incorporated herein by reference.

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

SECTION 1. That the attached appropriations of the Village of Northfield, as prepared by Tricia Ingrassia, the Director of Finance, for the Fiscal Year 2019 are hereby adopted as the official Appropriation Resolution of the Village of Northfield, Ohio, for the year 2019.

SECTION 2. That the Director of Finance is hereby authorized and directed to certify a copy of said Appropriation Resolution to the Fiscal Officer of Summit County, Ohio as required by law.

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

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it is necessary for the operation of the Village government and is required by law, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2019.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, 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 _____, 2019.

Tricia Ingrassia, Clerk of Council

Village of Northfield
2019 Appropriations

	Personal Service	Other Operations	Capital	Non- Governmental	Total
GENERAL FUND					
Police Department	\$ 1,134,296.24	\$ 212,272.80	\$ 111,000.00	\$ -	\$ 1,457,569.04
Street Lighting	\$ 16,000.00	\$ -	\$ -	\$ -	\$ 16,000.00
Traffic Signs, Signals, Mark	\$ 3,000.00	\$ -	\$ -	\$ -	\$ 3,000.00
Cemetery	\$ -	\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
County Health	\$ 25,000.00	\$ -	\$ -	\$ -	\$ 25,000.00
Service Department	\$ 600,000.00	\$ 200,000.00	\$ 50,000.00	\$ -	\$ 850,000.00
Mayor	\$ 72,000.00	\$ -	\$ -	\$ -	\$ 72,000.00
Council	\$ 36,600.00	\$ -	\$ -	\$ -	\$ 36,600.00
Mayor's Court	\$ 59,000.00	\$ 1,000.00	\$ -	\$ -	\$ 60,000.00
Finance Department	\$ 99,383.00	\$ 6,200.00	\$ 5,000.00	\$ -	\$ 110,583.00
Law Department	\$ 33,750.00	\$ 90,000.00	\$ -	\$ -	\$ 123,750.00
Engineer	\$ -	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
General Government	\$ -	\$ 430,000.00	\$ -	\$ -	\$ 430,000.00
Contributions	\$ 953,000.00	\$ -	\$ -	\$ -	\$ 953,000.00
County Auditor Deductions	\$ -	\$ 81,800.00	\$ -	\$ -	\$ 81,800.00
Land & Building	\$ -	\$ 11,000.00	\$ 50,000.00	\$ -	\$ 61,000.00
S/T - GENERAL FUND	\$ 3,032,029.24	\$ 1,092,272.80	\$ 216,000.00	\$ -	\$ 4,340,302.04
Transfers/Advance/Conting.	\$ -	\$ -	\$ -	\$ 775,000.00	\$ 775,000.00
GENERAL FUND TOTAL	\$ 3,032,029.24	\$ 1,092,272.80	\$ 216,000.00	\$ 775,000.00	\$ 5,115,302.04
OTHER FUNDS:					
SCM&R	\$ -	\$ 500,000.00	\$ -	\$ -	\$ 500,000.00
State Highway	\$ -	\$ 11,000.00	\$ -	\$ -	\$ 11,000.00
Permissive Tax	\$ -	\$ -	\$ -	\$ -	\$ -
Police Pension	\$ 200,000.00	\$ -	\$ -	\$ -	\$ 200,000.00
Fire Levy Fund	\$ 783,000.00	\$ 208,000.00	\$ 288,000.00	\$ -	\$ 1,279,000.00
Law Enforcement Trust	\$ -	\$ -	\$ -	\$ -	\$ -
Law Enforcement Assist	\$ -	\$ -	\$ -	\$ -	\$ -
Court Computer	\$ -	\$ 11,000.00	\$ -	\$ -	\$ 11,000.00
Northfield Park TIE	\$ -	\$ 988,000.00	\$ 1,528,800.00	\$ -	\$ 2,516,800.00
Ledge Rd Improvement	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Fund	\$ 100,000.00	\$ 150,000.00	\$ -	\$ -	\$ 250,000.00
Unclaimed Funds	\$ -	\$ -	\$ -	\$ -	\$ -
Refundable Performance Bonds	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL - ALL FUNDS	\$ 4,115,029.24	\$ 2,960,272.80	\$ 2,032,800.00	\$ 775,000.00	\$ 9,883,102.04

*This is a draft, not the final proposal for the 2019 Appropriations as the Buildings and Grounds and Roads and Public Works Committees have not met with the Finance Director.

VILLAGE OF NORTHFIELD RESOLUTION NO. 2019-13

**AN EMERGENCY RESOLUTION
AUTHORIZING THE MAYOR TO EXECUTE EASEMENT DOCUMENTS
NECESSARY FOR THE ROUTE 8 TRAFFIC SIGNAL REPLACEMENT PROJECTS
AT HOUGHTON ROAD AND AT FIRE STATION DRIVE**

WHEREAS, the Village plans to install new mast arm traffic signals at State Route 8 and Houghton Road and State Route 8 and Fire Station Drive; and

WHEREAS, in connection with those projects, it is necessary for the Village to grant easements for public highway and roadway purposes.

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

SECTION 1. That the Mayor is hereby authorized to execute the attached public highway and roadway easements on behalf of the Village.

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 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 will assist with traffic flow and the safety of motorists and pedestrians in the Village, 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 _____, 2019.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, 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 _____, 2019.

Tricia Ingrassia, Clerk of Council

EASEMENT

The Village of Northfield, Ohio, the Grantor, as a GIFT/DONATION to the Grantee, Village of Northfield, Ohio quit claim, to the Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A, attached, the following described real estate:

PARCEL: 4-SH

SEE EXHIBIT A ATTACHED

Summit County Current Tax Parcels No. 4102066 and No. 4102078
Prior Instrument Reference: Deed 56016318 and Deed 862557 in Volume 2869, Pages 591 and 592, Summit County Recorder's Office.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

As consideration for the transfer of the permanent easement(s) without compensation by Grantor, Grantee, by its acceptance and recordation of this instrument, agrees that if at any time the permanent easement(s) granted, or any part thereof, shall cease to be used for the purposes for which granted, namely as and for, or in connection with, a road that shall be open to the public without charge, the Grantee shall vacate its road over the property granted, or the relevant part thereof, to the then underlying fee owner of record at no cost.

IN WITNESS WHEREOF the Village of Northfield, Ohio has caused its name to be subscribed by Jesse J. Nehez, Mayor of the Village of Northfield, Ohio its duly authorized agent on the _____ day of _____, _____.

VILLAGE OF NORTHFIELD, OHIO

By: _____
Jesse J. Nehez
Mayor of the Village of Northfield, Ohio

STATE OF OHIO, COUNTY OF SUMMIT ss:

The foregoing instrument was acknowledge before me this _____ day of _____, _____ by Jesse J. Nehez, Mayor of the Village of Northfield, Ohio, on behalf of the Village of Northfield, Ohio.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT A

**PARCEL 4-SH
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR USE OF THE
VILLAGE OF NORTHFIELD, SUMMIT COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the Village of Northfield, Summit County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the Village of Northfield and being a part of Original Lot 31 and Original Lot 32 Township 5 North, Range 11 West Original Northfield Township, County of Summit, State of Ohio, and more particularly bounded and described as follows:

Commencing for reference at a monument box with $\frac{3}{4}$ inch iron pin at the intersection of State Route 8 (Northfield Road, 60 feet wide) centerline of right of way with Houghton Road (60 feet wide) centerline of right of way at Station 728+59.27; thence along S.R. 8 centerline of right of way North 13 degrees 23 minutes 16 seconds East a distance of 24.73 feet to a point at Station 728+84.00; thence South 76 degrees 36 minutes 44 seconds East a distance of 30.00 feet to a point on the existing Easterly right of way of S.R. 8 at Station 728+84.00, 30.00 feet right of S.R. 8 centerline of right of way and the TRUE POINT OF BEGINNING of the parcel herein;

1. Thence continuing South 76 degrees 36 minutes 44 seconds East, 15.00 feet to a point at Station 728+84.00, 45.00 feet right of S.R. 8 centerline of right of way.
2. Thence South 13 degrees 23 minutes 16 seconds West, 20.00 feet to a point at Station 728+64.00, 45.00 feet right of S.R. 8 centerline of right of way.
3. Then North 76 degrees 36 minutes 44 seconds West, 5.00 feet to a point at Station 728+64.00, 40.00 feet right of S.R. 8 centerline of right of way.
4. Thence South 13 degrees 23 minutes 16 seconds West, 58.00 feet to a point at Station 728+06.00, 40.00 feet right of S.R. 8 centerline of right of way.
5. Thence North 76 degrees 36 minutes 44 seconds West, 10.00 feet to a point on the existing Easterly right of way of S.R. 8 at Station 728+06.00, 30.00 feet right of S.R. 8 centerline of right of way.

6. Thence along the existing Easterly right of way of S.R. 8 North 13 degrees 23 minutes 16 seconds East, 78.00 feet to the TRUE POINT OF BEGINNING and enclosing an area of 0.0202 acres, more or less, none of which is present road occupied, and which 0.0080 acres is part of Summit County Auditor's Permanent Parcel No. 4102066 and 0.0122 acres is part of Summit County Auditor's Permanent Parcel No. 4102078.

The Grantor claims title by Deed 56016318 and Deed 862557 in Volume 2869, Pages 591 and 592 of the Summit County Records.

The bearings referred to herein are from the Ohio Department of Transportation SUM-8-24.52 Centerline Plat and are shown to denote angles only.

The stations referred to herein are found on ODOT Right of Way Plan for SUM-8-24.52.

This description was prepared and reviewed under the supervision of Richard S. Wasosky, P.S., Registered Surveyor No. 8217, and is based on a survey made by the Ohio Department of Transportation and recorded in Book 124, Pages 62 and 63 of the records of Summit County, Ohio.

EASEMENT

The Village of Northfield, Ohio, the Grantor, as a GIFT/DONATION to the Grantee, Village of Northfield, Ohio quit claim, to the Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A, attached, the following described real estate:

PARCEL: 1-SH

SEE EXHIBIT A ATTACHED

Summit County Current Tax Parcel No. 4102472
Prior Instrument Reference: Deed 54757892, Summit County Recorder's Office.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

As consideration for the transfer of the permanent easement(s) without compensation by Grantor, Grantee, by its acceptance and recordation of this instrument, agrees that if at any time the permanent easement(s) granted, or any part thereof, shall cease to be used for the purposes for which granted, namely as and for, or in connection with, a road that shall be open to the public without charge, the Grantee shall vacate its road over the property granted, or the relevant part thereof, to the then underlying fee owner of record at no cost.

IN WITNESS WHEREOF the Village of Northfield, Ohio has caused its name to be subscribed by Jesse J. Nehez, Mayor of the Village of Northfield, Ohio its duly authorized agent on the _____ day of _____, _____.

VILLAGE OF NORTHFIELD, OHIO

By: _____
Jesse J. Nehez
Mayor of the Village of Northfield, Ohio

STATE OF OHIO, COUNTY OF SUMMIT ss:

The foregoing instrument was acknowledge before me this _____ day of _____, _____ by Jesse J. Nehez, Mayor of the Village of Northfield, Ohio, on behalf of the Village of Northfield, Ohio.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT A

**PARCEL 1-SH
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR USE OF THE
VILLAGE OF NORTHFIELD, SUMMIT COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the Village of Northfield, Summit County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the Village of Northfield and being a part of Original Lot 42 Township 5 North Range 11 West Original Northfield Township, County of Summit, State of Ohio, and more particularly bounded and described as follows:

Commencing for reference at a monument box with $\frac{3}{4}$ inch iron pin at the intersection of State Route 8 (Northfield Road, 60 feet wide) centerline of right of way with Rosewood Avenue (40 feet wide) centerline of right of way at Station 713+79.59; thence along S.R. 8 centerline of right of way North 13 degrees 23 minutes 16 seconds East a distance of 73.41 feet to a point at Station 714+53.00; thence South 76 degrees 36 minutes 44 seconds East a distance of 30.00 feet to a point on the existing Easterly right of way of S.R. 8 at Station 714+53.00, 30.00 feet right of S.R. 8 centerline of right of way and the TRUE POINT OF BEGINNING of the parcel herein;

1. Thence North 13 degrees 23 minutes 16 seconds East along the existing Easterly right of way of S.R. 8, 15.00 feet to a point at Station 714+68.00, 30.00 feet right of S.R. 8 centerline of right of way.
2. Thence South 76 degrees 36 minutes 44 seconds East, 15.00 feet to a point at Station 714+68.00, 45.00 feet right of S.R. 8 centerline of right of way.
3. Thence South 13 degrees 23 minutes 16 seconds West, 15.00 feet to a point at Station 714+53.00, 45.00 feet right of S.R. 8 centerline of right of way.
4. Thence North 76 degrees 23 minutes 16 seconds West, 15.00 feet to the TRUE POINT OF BEGINNING and enclosing an area of 0.0052 acres, more or less, none of which is present road occupied.

The Grantor claims title by Deed 54757892 of the Summit County Records.

The bearings referred to herein are from the Ohio Department of Transportation SUM-8-24.52 Centerline Plat and are shown to denote angles only.

The stations referred to herein are found on ODOT Right of Way Plan for SUM-8-24.52.

This description was prepared and reviewed under the supervision of Richard S. Wasosky, P.S., Registered Surveyor No. 8217, and is based on a survey made by the Ohio Department of Transportation and recorded in Book 124, Pages 62 and 63 of the records of Summit County, Ohio.

VILLAGE OF NORTHFIELD RESOLUTION NO. 2019-14

**AN EMERGENCY RESOLUTION
AUTHORIZING THE VILLAGE TO ACCEPT AN EASEMENT GRANTED BY NEW
PLAZA MANAGEMENT, LLC NECESSARY FOR THE ROUTE 8 TRAFFIC SIGNAL
REPLACEMENT PROJECT AT MAPLE AVENUE**

WHEREAS, the Village plans to install new mast arm traffic signals at State Route 8 and Maple Avenue; and

WHEREAS, in connection with that project, it is necessary for New Plaza Management, LLC to grant the Village an easement for public highway and roadway purposes in connection with the mast arm base.

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

SECTION 1. That the Village is hereby authorized to accept the attached easement from New Plaza Management, LLC for public highway and roadway purposes.

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 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 will assist with traffic flow and the safety of motorists and pedestrians in the Village, 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 _____, 2019.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, 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 _____, 2019.

Tricia Ingrassia, Clerk of Council

EASEMENT

New Plaza Management, LLC, the Grantor, as a GIFT/DONATION to the Grantee, Village of Northfield, Ohio quit claim, to the Grantee, its successors and assigns, an easement, which is more particularly described in Exhibit A, attached, the following described real estate:

PARCEL: 3-SH

SEE EXHIBIT A ATTACHED

Summit County Current Tax Parcel No. 4102109
Prior Instrument Reference: Deed 54825202, Summit County Recorder's Office.

The property conveyed is being acquired by Grantee for a public purpose, namely the establishment, construction, reconstruction, widening, repair or maintenance of a public road.

As consideration for the transfer of the permanent easement(s) without compensation by Grantor, Grantee, by its acceptance and recordation of this instrument, agrees that if at any time the permanent easement(s) granted, or any part thereof, shall cease to be used for the purposes for which granted, namely as and for, or in connection with, a road that shall be open to the public without charge, the Grantee shall vacate its road over the property granted, or the relevant part thereof, to the then underlying fee owner of record at no cost.

IN WITNESS WHEREOF New Plaza Management, LLC has caused its name to be subscribed by Howard Shafron, Member of New Plaza Management, LLC its duly authorized agent on the 7 day of March, 2019.

NEW PLAZA MANAGEMENT, LLC

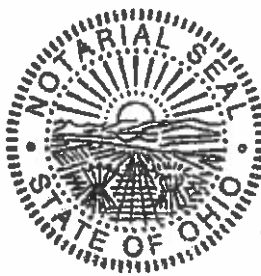
By: 
Howard Shafron
Member of New Plaza Management, LLC

STATE OF OHIO, COUNTY OF SUMMIT ss:

The foregoing instrument was acknowledge before me this 7 day of March
2019 by Howard Shafron, Member of New Plaza Management, LLC, on behalf
of New Plaza Management, LLC.

IN TESTIMONY WHEREOF, I have subscribed my name and affixed my official seal
on the day and year last aforesaid.

Bradric T. Bryan
NOTARY PUBLIC
My Commission Expires: No Exp. Date



BRADRIC T. BRYAN
Attorney At Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

EXHIBIT A

**PARCEL 3-SH
PERPETUAL EASEMENT FOR HIGHWAY PURPOSES
WITHOUT LIMITATION OF EXISTING ACCESS RIGHTS
IN THE NAME AND FOR USE OF THE
VILLAGE OF NORTHFIELD, SUMMIT COUNTY, OHIO**

An exclusive perpetual easement for public highway and road purposes, including, but not limited to any utility construction, relocation and/or utility maintenance work deemed appropriate by the Village of Northfield, Summit County, Ohio, its successors and assigns forever.

Grantor/Owner, for himself and his heirs, executors, administrators, successors and assigns, reserves all existing rights of ingress and egress to and from any residual area (as used herein, the expression "Grantor/Owner" includes the plural, and words in the masculine include the feminine or neuter).

Situated in the Village of Northfield and being a part of Original Lot 42 Township 5 North, Range 11 West Original Northfield Township, County of Summit, State of Ohio, and more particularly bounded and described as follows:

Commencing for reference at a monument box with $\frac{3}{4}$ inch iron pin at the intersection of State Route 8 (Northfield Road, 60 feet wide) centerline of right of way with Maple Avenue (40 feet wide) centerline of right of way at Station 722+63.33; thence along S.R. 8 centerline of right of way North 13 degrees 23 minutes 16 seconds East a distance of 24.67 feet to a point at Station 722+88.00; thence South 76 degrees 36 minutes 44 seconds East a distance of 30.00 feet to a point on the existing Easterly right of way of S.R. 8 at Station 722+88.00, 30.00 feet right of S.R. 8 centerline of right of way and the TRUE POINT OF BEGINNING of the parcel herein;

1. Thence continuing South 76 degrees 36 minutes 44 seconds East, 5.00 feet to a point at Station 722+88.00, 35.00 feet right of S.R. 8 centerline of right of way.
2. Thence South 13 degrees 23 minutes 16 seconds West, 31.00 feet to a point at Station 722+52.00, 35.00 feet right of S.R. 8 centerline of right of way.
3. Then North 76 degrees 36 minutes 44 seconds West, 5.00 feet to a point on the existing Easterly right of way of S.R. 8 at Station 723+52.00, 30.00 feet right of S.R. 8 centerline of right of way.
4. Thence along the existing Easterly right of way of S.R. 8 North 13 degrees 23 minutes 16 seconds East, 31.00 feet to the TRUE POINT OF BEGINNING and enclosing an area of 0.0036 acres, more or less, none of which is present road occupied.

The Grantor claims title by Deed 54825202 of the Summit County Records.

The bearings referred to herein are from the Ohio Department of Transportation SUM-8-24.52 Centerline Plat and are shown to denote angles only.

The stations referred to herein are found on ODOT Right of Way Plan for SUM-8-24.52.

This description was prepared and reviewed under the supervision of Richard S. Wasosky, P.S., Registered Surveyor No. 8217, and is based on a survey made by the Ohio Department of Transportation and recorded in Book 124, Pages 62 and 63 of the records of Summit County, Ohio.

**VILLAGE OF NORTHFIELD RESOLUTION NO. 2019-15
AN EMERGENCY RESOLUTION AUTHORIZING THE PURCHASE A 2019
CHEVROLET TAHOE ALONG WITH THE NECESSARY EQUIPMENT TO OUTFIT
THE VEHICLE FOR POLICE DEPARTMENT USE**

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

WHEREAS, the Police Department desires to purchase a 2019 Chevrolet Tahoe from Tim Lally Chevrolet of Warrensville Heights, Ohio at or below the state-bid price.

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

SECTION 1. That the Mayor is hereby and herein authorized and directed to purchase a 2019 Chevrolet Tahoe pursuant to the State of Ohio Department of Transportation specifications and below the state-bid price from Tim Lally Chevrolet, Inc. of Warrensville Heights, Ohio for \$35,627.80, as set forth in the attached invoice. Council also hereby authorizes the expenditure of up to an additional \$13,000 to outfit the vehicle with the necessary equipment and markings to permit it to be utilized as a police patrol vehicle.

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

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it will assist with the operation of the Police Department and protect the safety and welfare of the Village residents, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2019.

Nicholas Magistrelli, Pres. Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, 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 _____, 2019.

Tricia Ingrassia, Clerk of Council

PURCHASER Northfield Village Police Department

BUYERS ORDER

ADDRESS 10455 Northfield Road

CITY Northfield STATE Ohio ZIP 44067

RES. PHONE () _____

BUS. PHONE (330) 468-4370

E-MAIL bzajac@northfieldvillage-oh.gov

MOBILE NO. (216) 225-0953

Tim Lally Chevrolet, Inc.

24999 Miles Rd

Warrensville Heights, Ohio 44128

440-232-2000 Fax 440-232-2104

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED
MOTOR VEHICLE: NEW USED DEMO RENTAL FACTORY OFFICIAL

DEAL NO. _____ CUSTOMER NO. _____

MILEAGE ON PURCHASED VEHICLE: _____
Accurate Unless Marked Not Accurate NOT ACCURATE

VEHICLE SOLD:	MAKE	YEAR	MODEL	BODY TYPE	COLOR	TRIM	STK. NO.	SERIAL NO.
	Chevrolet	2019	Tahoe 4 x 4	PPV	Black	BLK		ORDER

TRADE IN RECORD - TRADE 1

YEAR	MAKE	MODEL	TYPE

VIN # _____

MILEAGE: (Accurate Unless Marked Not Accurate) Not Accurate Salvage Vehicle? Yes

BALANCE OWED \$ _____ (Good Until _____) Trade-In Allowance _____

TRADE IN RECORD - TRADE 2

YEAR	MAKE	MODEL	TYPE

VIN # _____

MILEAGE: (Accurate Unless Marked Not Accurate) Not Accurate Salvage Vehicle? Yes

BALANCE OWED \$ _____ (Good Until _____) Trade-In Allowance _____

REMARKS:

DEPOSIT (PARTIAL PAYMENT) RECEIPT - Purchaser hereby provides to the Dealer the sum of \$ _____ as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for _____ days from the date of Deposit. X _____

NEGATIVE EQUITY DISCLOSURE & CONSENT - I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ _____ (known as negative equity). X _____

ARBITRATION - I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle. X _____

PRICE OF VEHICLE	\$	31692	80
OTHER GOODS & SERVICES		PPV 4X4	3499
Auxillary Ground Studs			87
Grill lamp and siren circ. wiring			91
Horn / siren circ. wiring			40
Delete daytime driving lights			49
Red and white front dome light			169
SPOT LIGHT ALREADY STANDARD			
DOCUMENTARY SERVICE FEE			
TOTAL PRICE		35627	80
TRADE-IN ALLOWANCE(S)		()	
TAX BASE			
SALES TAX _____ %			
TITLE FEE			
REGISTRATION FEE			
PLUS PAYOFF ON TRADE VEHICLE(S)			
TOTAL DUE			
LESS INITIAL PAYMENT CASH DOWN	\$		
LESS REBATE/FACTORY INCENTIVE			
LESS REBATE/FACTORY INCENTIVE			
BALANCE DUE	\$	35627	80

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE. GUÍA PARA COMPRADORES DE VEHÍCULOS USADOS. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE ESTE VEHÍCULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISIÓN QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

If the purchase of the motor vehicle described herein is to be financed this agreement is subject to credit approval and assignment of a retail installment sales contract to a financial institution, and the Annual Percentage Rate (APR) may be negotiated with dealer and dealer may receive compensation for arranging financing on customer's behalf.

These documents are fully incorporated herein (where applicable): Conditional/Spot Delivery Agreement, We Owe/Delivery Report and Used Vehicle Limited Warranty. NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are contained on the front and back of this agreement and any documents incorporated herein. I have read the terms and conditions of this Agreement, both on front and back, and agree to them. I certify that I am at least 18 years old, and acknowledge receipt of a copy of this agreement.

I UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

This motor vehicle contract is executed this _____ day of _____, _____.

PURCHASER(S) _____

SALESPERSON _____ ACCEPTED BY AUTHORIZED AGENT _____

ORDER BEFORE 03/15 400 Below STATE

VILLAGE OF NORTHFIELD RESOLUTION NO. 2019-16

**AN EMERGENCY RESOLUTION AUTHORIZING CERTAIN FUND TRANSFERS
WITHIN THE FINANCIAL RECORDS OF THE VILLAGE**

WHEREAS, as the result of certain occurrences, information, and expenditures, certain fund transfers within the financial records of the Village are desired and required.

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

SECTION 1. That in order to better and properly provide for certain expenditures, Council hereby and herein authorizes fund transfers in the amounts and to the funds set forth in the attachment hereto that is incorporated herein by reference.

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

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that this action is required by state law and is necessary for the operation of the Village government, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2019.

Nicholas Magistrelli, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, 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 _____, 2019.

Tricia Ingrassia, Clerk of Council

VILLAGE OF NORTHFIELD
Amendments and Transfer Ordinance 2019

Amendments to Current Appropriation		Amount	2019-1
RETURN OF ADVANCES			
<u>From</u>	<u>To</u>		
TRANSFERS			
<u>From</u>	<u>To</u>		
General Fund (100)	SCM&R (200)	\$ 35,000.00	
General Fund (100)	Police Pension (230)	\$ 7,000.00	
General Fund (100)	Fire Fund (240)	\$ 135,000.00	
ADVANCES			
<u>From</u>	<u>To</u>		
General Fund (100)	Ledge Road (420)	\$ 28,000.00	
For March 15, 2019 Council Meeting			
Retro to 01/31/2019 Close			