



December 6, 2022

TO: Council Members
Mayor Molnar
Directors
Staff
Media

From: Clerk of Council

RE: **AGENDA – Work Session & Regular Meeting: Thursday, December 8, 2022**
“Council Office Hours” with Councilor Tulley: 6:15pm
Work Session: 6:45pm
Council Meeting: 7:30pm

I. ROLL CALL

II. PLEDGE OF ALLEGIANCE BY MAYOR NICHOLAS MOLNAR

III. PROCLAMATION BY THE MAYOR FOR NORDONIA DRAMA DAY

IV. APPROVAL OF MINUTES [J. BRANDT, J. GARVAS]

Thursday, November 10, 2022 – Regular Council Meeting

V. PUBLIC COMMENTS

VI. CORRESPONDENCE

VII. PENDING &/OR NEW LEGISLATION

ORD.NO. 67 - 2022 [J. GARVAS, J. BRANDT]

AN ORDINANCE PROVIDING FOR THE 2023 ANNUAL APPROPRIATIONS FOR THE CITY OF MACEDONIA, OHIO

1st Read 10-27-22

2nd Read 11-10-22

3rd Read

ORD.NO. 71 - 2022 [J. BRANDT, J. TULLEY]

AN EMERGENCY ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE WHICH DIRECTLY BENEFIT SUCH PARCEL, REQUIRING THE OWNER OF THE IMPROVEMENTS ON SUCH PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A BASCH MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43

1st Read 10-27-22

2nd Read 11-10-22

3rd Read

ORD.NO. 76 - 2022 [J. GARVAS, V. VENTURA]

AN ORDINANCE AMENDING ORDINANCE NO. 67-2021 RELATIVE TO CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MACEDONIA FOR THE PERIOD OF JANUARY 1, 2022 TO DECEMBER 31, 2022

1st Read

2nd Read

3rd Read

RES.NO. 77 - 2022 [J. TULLEY, V. VENTURA]

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF ROBERT H. SCOTT II TO THE CITY OF MACEDONIA BOARD OF ZONING AND BUILDING CODE APPEALS

1st Read

2nd Read

3rd Read

ORD.NO. 78 - 2022 [V. VENTURA, J. BRANDT]

AN EMERGENCY ORDINANCE RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MACEDONIA AND THE MACEDONIA FIREFIGHTERS, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 3947 FOR THE YEARS 2023, 2024 AND 2025

1st Read

2nd Read

3rd Read

ORD.NO. 79 - 2022 [J. GARVAS, J. TULLEY]

AN EMERGENCY ORDINANCE ESTABLISHING THE COMPENSATION SCHEDULE FOR THE NON-UNION CITY EMPLOYEES OF MACEDONIA EFFECTIVE JANUARY 1, 2023

1st Read

2nd Read

3rd Read

VIII. MOTIONS/OTHER LEGISLATIVE ACTION

IX. MAYOR'S REPORT

X. COMMITTEE REPORTS

XI. DEPARTMENT REPORTS

Service Department:	Director Daniel Wilson
Engineer Department:	Director Joe Gigliotti
Parks & Recreation Department:	Director Jason Chadock
Finance Department:	Director John Veres
Fire Department:	Chief Brian Ripley
Police Department:	Chief Jon Golden
Human Resources Department:	Director Annette Smith
Building Department:	Commissioner Robert Rodic
IT Department:	Director Kyle Collins
Law Department:	Director Mark Guidetti

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. ADJOURNMENT [V. VENTURA, J. TULLEY]

December

Public Notice of City Meetings / Calendar of Events / Dates of Interest

***Public Comment for those not able to attend in-person at the December 8th Council Meeting should be sent to Clerk of Council Jon Hoover at jhoover@macedonia.oh.us . Public comment must be received no later than the close of business on December 7th, 2022 and will be subsequently made available to the public.**

***Note ***

- In-person meetings have resumed. This City Council meeting will take place in Council Chambers at the Macedonia City Center, 9691 Valley View Rd., Macedonia, OH 44056
- Council's meeting will also be livestreamed through YouTube. The link to access will be available on the City of Macedonia's website www.macedonia.oh.us

December

2022

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1 Mayor's Court	2	3
4	5	6	7 BZA	8 Mayor's Court City Council Work Session + Meeting	9	10 WinterFest: Festival of Lights
11	12	13	14	15 Mayor's Court	16	17
18	19 Planning Commission	20	21	22 (No Council Meeting) Mayor's Court	23	24
25	26	27	28	29 Mayor's Court	30	31

Record of Proceedings
Regular Council Meeting
November 10th, 2022

1 Presiding Officer, Mayor Nicholas Molnar called the November 10th, 2022 regular meeting to order at
2 7:30p.m.
3

4 **Present:** Council members Jessica Brandt, Jeff Garvas, Jan Tulley, and Vini J. Ventura. Also
5 present: Law Director Mark Guidetti and Clerk of Council Jon Hoover.

6 **Absent:** Council member Dave Finley
7

8 **INVOCATION & PLEDGE OF ALLEGIANCE:** Chaplain Tom O'Brien of Nordonia Hills American
9 Legion 801
10

11 **APPROVAL OF MINUTES:**
12

13 Ms. Brandt moved, second by Mr. Garvas, to **approve the minutes of the regular meeting of October**
14 **27, 2022 as received from the Clerk of Council.** The motion carried unanimously upon a voice vote.
15

16 **PUBLIC COMMENTS:**
17

18 ~**Ellen Bertel, 319 W Highland Rd., Northfield Center Township** spoke on behalf of the Historical
19 Society of Olde Northfield (HSON), sharing a brief history of the organization and its mission statement.
20 She is asking that the City consider a donation to help with their yearly operating costs as to this point
21 they have survived solely on donations from guests. She shared that those donations alone will not allow
22 them to continue to exist. Councilors Brandt, Tulley and Ventura inquired on a few topics such as the
23 HSON's community outreach efforts and operating expenses. Mr. Ventura indicated that members of
24 Council would be interested in taking a tour of the Palmer House.
25

26 **CORRESPONDENCE:** The Clerk of Council shared that Ms. Bertel, who spoke during the Public
27 Comments portion of this meeting, had sent an e-mail earlier in the week, the contents of which were just
28 reiterated.
29

30 **INTRODUCTION, READINGS & ADOPTION OF LEGISLATION**
31

32
33 **ORDINANCE NO. 67-2022**

34 AN ORDINANCE PROVIDING FOR THE 2023 ANNUAL APPROPRIATIONS FOR THE CITY OF
35 MACEDONIA, OHIO was offered by Mr. Garvas for **second reading by title only.**
36

37 **ORDINANCE NO. 71-2022**

38 AN EMERGENCY ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCEL OF
39 REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS
40 TO BE MADE WHICH DIRECTLY BENEFIT SUCH PARCEL, REQUIRING THE OWNER OF THE
41 IMPROVEMENTS ON SUCH PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES,
42 ESTABLISHING A BASCH MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT
43 EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO
44 REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43 was offered by Ms. Brandt for **second**
45 **reading by title only.**
46

47 The Mayor stated this is a TIF for the new Basch Jewelry store.
48

49 **RESOLUTION NO. 75-2022**

50 A RESOLUTION AUTHORIZING THE MAYOR TO COMPLETE AND EXECUTE ODOT
51 PRELIMINARY PARTICIPATORY LEGISLATION GIVING CONSENT FOR ODOT TO PROCEED
52 WITH PROJECT – PID NO. 116540 FOR THE RESURFACING OF A PORTION OF VALLEY VIEW

Record of Proceedings
Regular Council Meeting
November 10th, 2022

53 ROAD was offered by Mr. Ventura for **first, second and third readings by title only**. Seconded by Mr.
54 Garvas. The motion carried unanimously by a voice vote.

55
56 Dir. Gigliotti explained this legislation is for the repaving of Valley View Road from Twinsburg Road
57 south to the border with Hudson. The City received a grant for \$292,000 which covers 90% of the
58 project, with the City responsible for the remaining 10% at approximately \$32,000. ODOT will bid and
59 manage the project.

60
61 The Mayor thanked the Engineering Department for securing those grant funds and saving the residents'
62 tax dollars.

63
64 Mr. Ventura moved, second by Mr. Garvas, to **adopt RES.NO. 75-2022 and post the same according to**
65 **law**. Motion carried by a unanimous voice vote. **RES.NO. 75-2022 declared and adopted.**

66
67

68 **MOTIONS / OTHER LEGISLATIVE ACTION:**

69
70 Ms. Tulley moved, second by Mr. Ventura, to accept a donation in the amount of \$50.00 from Susan
71 Marrone which is to be used for City Police Department purposes. Motion carried by a unanimous voice
72 vote.

73

74 **MAYOR'S REPORT**

75 ~Mayor's Court revenue for October 2022 was \$47,397.50
76 ~Regarding economic development in the City, the Mayor reported the following: Don Basch
77 Jewelers has broken ground on their new location behind the First Watch building. Slim
78 Chickens is not coming. The Panda Express building is starting to be erected, but no finish date
79 to the project is known at this time. IHOP will be open to the public on November 17. Optima
80 will do a phased opening starting in December and fully open in February. A trailer sales and
81 service business has been presented to the Planning Commission. Plans have been submitted for
82 a Nordstrom Rack at the Burlington building – to be clear, this does not guarantee it is happening,
83 but is likely.
84 ~The City Center will be closed on November 24-25 for Thanksgiving
85 ~Trick or Treating will always be on October 31 from 6-8pm. It was changed once years ago, but
86 it is important for the safety of the community to be consistent
87 ~Tomorrow is Veterans Day – please pay your respects and give thanks to veterans
88 ~Don't text and drive! Put the phones down and concentrate on the road

89

90 **COMMITTEE REPORTS**

91

92 **Parks & Recreation Commission:** Ms. Brandt reported the Parks & Recreation Commission will have
93 their next meeting on Wednesday, November 16 at 6pm in the Recreation Center activity room, which
94 should be the last meeting of the year.

95

96

97 **DEPARTMENT REPORTS**

98

99 **Service Department:** Service Supervisor Dzurnak – The first round of leaf pickup has been completed,
100 having picked up approximately 3,380 cubic yards of leaves. The second round is underway, and all the
101 leaves seem to be off the trees.

102

103 The Mayor added that the Service Department crews are basically working seven days a week with 12-
104 hour shifts to get the leaves removed. As the leaves came down early this year, the trucks fill up quicker
105 with such large volume and require time to depart and empty the trucks.

Record of Proceedings
Regular Council Meeting
November 10th, 2022

106 Ms. Tulley requested residents keep the leaves out of the street, and Mr. Dzurnak stated the gutters are
107 also suctioned out during the process.
108

109 **Engineer:** Director Gigliotti – Thanks to Council for passage of RES 75-2022. ODOT has informed the
110 City that the Valley View Road repaving is scheduled for summer of 2023.
111

112 **Parks and Recreation Department:** Director Chadock – Happy Veterans Day! The front desk has been
113 removed from the Recreation Center, with the new one hoping to be installed by Christmas. The new
114 flooring in the lobby area should start to be put down on this coming Monday and should be done by
115 Thanksgiving. A new lap pool heater should arrive in about 2-3 weeks. The lockers in the men’s locker
116 room that were installed in January of 2020 are falling apart as they were the wrong type of locker to be
117 in an aquatic area. It may be 2-3 months before the new lockers are done. Tree lighting will not be at the
118 City Center this year, but at Longwood Park during WinterFest on December 10th from 6-8pm. 2023
119 special events are in the planning phase.
120

121 Ms. Brandt asked about discounts for veterans at the Recreation Center, to which Dir. Chadock responded
122 veterans receive \$100 off their annual membership, active-duty military can use the facilities for free
123 during their leave, and from November 10-13 all veterans can work out for free.
124

125 **Fire Department:** Chief Ripley – In the last five days there have been two major ground fires. Thanks to
126 the Service and Police Departments for help during the fire that broke a few hours before tonight’s
127 meeting. The fire this evening was started by an individual burning leaves – please let the City pick up
128 your leaves and do not burn them. The Santa delivery program details should be up on social media by
129 the middle of this month. Thanks to all the veterans!
130

131 **Police Department:** Lieutenant Yakopovich – Thanks to the veterans for their service, and to Susan
132 Marrone for her donation. The four new Chevy Tahoes will be in transport next week and hopefully
133 arrive late next week or early the following week. Donations for ‘Shop with a Cop’ are currently being
134 accepted.
135

136 **HR Department:** Director Smith – Absent
137

138 **Building Department:** Commissioner Rodic – Absent
139

140 **Finance Department:** Director Veres – Reminder to residents that the City is still processing RITA
141 return refunds for those with an extension.
142

143 **IT Department:** Director Collins – The IT Department closed 39 help desk tickets since the last meeting.
144 Major projects include renewing various software licenses. Thanks to the veterans!
145

146 **Law Department:** Director Guidetti – No report
147
148

149 **UNFINISHED BUSINESS:** None
150
151

152 **NEW BUSINESS:**
153

154 Ms. Brandt wished a peaceful Veterans Day to all the veterans, including her father, Mr. Ventura, and Mr.
155 Tulley, and a Happy Thanksgiving to everyone!
156

157 Ms. Tulley shared that campaign signs must be removed by one week after the election date. Further, she
158 asked Dir. Gigliotti whether he can confirm that Newport Drive would be part of the 2023 road program.

Record of Proceedings
Regular Council Meeting
November 10th, 2022

159 Dir. Gigliotti stated that every year, historically in January, the “State of the Roads” address is given
160 along with the road program legislation. The Mayor then added that Newport Drive is included in what is
161 planned to be presented as part of the 2023 road program.
162

163 There being no further business, Ms. Tulley moved, second by Mr. Ventura, to **adjourn the meeting**.
164 The motion passed **unanimously** pursuant to a voice vote and the meeting was adjourned at
165 approximately 8:08p.m.
166

167
168 **Date:** _____
169

170
171 **Attest:** _____
172 Jon Hoover, Clerk of Council
173

174
175 **Mayor:** _____
176 Nicholas Molnar
177

ORIGINATOR: ADMINISTRATION/FINANCE DEPARTMENT

SPONSOR: Garvas

**CITY OF MACEDONIA
ORDINANCE NO. 67 - 2022**

**AN ORDINANCE
PROVIDING FOR THE 2023 ANNUAL APPROPRIATIONS
FOR THE CITY OF MACEDONIA, OHIO**

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, County of Summit and State of Ohio, that:

Section 1. To provide for the current expenses and other expenditures of the City of Macedonia, Ohio during the fiscal year ending December 31, 2023, the following sums are hereby set aside and appropriated as set forth in the document attached hereto as Exhibit “A” and incorporated herein by reference.

Section 2. The Director of Finance is hereby authorized to draw warrants for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefore approved by the board of officers authorized by law to approve the same or an ordinance or resolution of Council to make expenditures; provide that no warrants shall be drawn or paid for salaries or wages except for persons employed by authority of and in accordance with law or ordinance.

Section 3. The Clerk of Council shall forward a certified copy of the ordinance to the Summit County Fiscal Officer.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. Wherefore, this Ordinance shall become effective upon its adoption by Council and signature of the Mayor or as otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

EXHIBIT A

CITY OF MACEDONIA

Fund Category		Fund #	Fund Name or Department	October 27, 2022		2023 Annual	
				Personal Service	Other	Transfers & Advances	Total
changes							
General	101	General					
		Council (101)		101,600	8,500		110,100
		Administrative Support (110)		-	1,480,800		1,480,800
		Mayor's Office (120)		491,700	33,900		525,600
		IT (125)		133,700	207,600		341,300
		Finance (130)		377,100	345,000		722,100
		Mayor's Court (140)		231,900	128,500		360,400
		Legal (150)		59,300	131,200		190,500
		Civil Service (160)		5,600	2,600		8,200
		City Center Service (170)		97,500	312,700		410,200
		Building & Engineering (180)		437,800	64,700		502,500
		Service (201)		435,500	215,600		651,100
		Police (210)		3,136,200	243,100		3,379,300
		Fire (222)		3,656,200	956,100		4,612,300
		Dispatch (310)		861,800	95,800		957,600
		Transfers (321)		-	-	4,603,000	4,603,000
		Advances (321)		-	-	-	-
		Total General Fund (101)		10,025,900	4,226,100	4,603,000	18,855,000
		total Personal Service + Other			14,252,000		
	102	Emergency Reserve		-	-	-	-
	103	Unclaimed Monies		-	1,000	-	1,000
	104	Retirement Reserve		-	50,000	-	50,000
	105	Refund Program		-	200,000	175,000	375,000
	106	Technology Advancement		-	100,000	-	100,000
Special Revenue	201	Street Construction Maintenance & Repair (S,C,M&R)					
		Street Maintenance & Repair (350)		1,025,300	208,800	-	1,234,100
		Salt (352) & Traffic Signals (353)		-	158,000	-	158,000
		Street Mechanic (354) & Signs Maintenance (355)		470,700	339,300	-	810,000
		Total S,C,M&R Fund (201)		1,496,000	706,100	-	2,202,100
	202	State Highway Improvement		-	55,000	-	55,000
	203	Permissive License Tax		-	50,000	-	50,000
	204	Parks & Recreation					
		Parks (203)		272,900	152,600	-	425,500
		Recreation - Parks Programming (204)		81,700	65,600	-	147,300
		Total Parks & Recreation Fund (204)		354,600	218,200	-	572,800
	205	Family Recreation Center		817,100	769,100	-	1,586,200
	207	Spirit of Macedonia Festival		-	35,000	-	35,000
	210	Water Maintenance & Expansion		26,000	124,700	-	150,700
	212	Motor Vehicle License Tax		-	100,000	-	100,000
	213	Police Pension		-	152,000	-	152,000
	216	Drug Law Enforcement		-	5,000	-	5,000
	217	Law Enforcement & Education		-	2,500	-	2,500
	220	Mayor's Court Computer		-	12,800	-	12,800
	221	F.A.I.R. Program		-	15,000	-	15,000
	223	Subdivision Tree		-	-	-	-
	224	Wireless 911		-	-	-	-
	225	Petro UST		-	-	-	-
	226	Police Donation		-	-	-	-
	233	Quiet Zone Maintenance		-	-	-	-
	259	A.R.R.A. Program		-	-	-	-
	260	Federal Fire Grant		-	-	-	-
	262	Law Enforcement Trust		-	2,500	-	2,500
	263	Federal Equity Share		-	20,500	-	20,500
	266	Local Fiscal Recovery		-	628,500	-	628,500
	280	Safety / Service		726,500	1,879,900	297,400	2,903,800
		Total Special Revenue Funds		3,420,200	4,776,800	297,400	8,494,400

EXHIBIT A

CITY OF MACEDONIA

Fund Category	Fund #	Fund Name or Department	October 27, 2022		2023 Annual		
			Personal Service	Other	Transfers & Advances	Total	
Debt Service							
	301	General Obligation Bond Retirement	-	1,211,500	-	1,211,500	
	302	Special Assessment Bond Retirement	-	319,400	-	319,400	
	304	Other Debt - (OPWC, State Infrastructure Bank, leases)	-	619,900	-	619,900	
		Total Debt Service Funds	-	2,150,800	-	2,150,800	
Capital Project							
	401	Capital Improvement	-	366,400	-	366,400	
	405	Road Program	-	3,721,300	742,900	4,464,200	
	423	Municipal Property	-	7,000,000	-	7,000,000	
	424	Longwood Park Improvements	-	1,000	-	1,000	
	427	Manor House Renovation	-	-	-	-	
	470	Summit Pointe TIF	-	650,000	-	650,000	
	471	The Avenue TIF	-	-	46,800	46,800	
	472	Macedonia Shoppes TIF	-	-	7,700	7,700	
	473	Maguire Property TIF	-	-	7,000	7,000	
	475	Culver's TIF	-	-	10,400	10,400	
	476	KFC TIF	-	-	10,400	10,400	
	477	Cleanland TIF	-	-	-	-	
	478	Big Carrot TIF	-	-	-	-	
	479	Peak Nano TIF	-	-	-	-	
	480	OH State Waterproofing TIF	-	-	-	-	
		Total Capital Project Funds	-	11,738,700	825,200	12,563,900	
Non-Budgetary							
	206	Parks & Recreation Trust	-	15,000	-	15,000	
	702	Revolving Payroll Escrow	-	-	-	-	
	710	Escrow Deposits	-	-	-	-	
	711	Mayor's Court	-	-	-	-	
	712	Community Room Deposits	-	-	-	-	
	714	JEDD Northfield Center	-	450,000	-	450,000	
	715	Mayor's Court Bond	-	-	-	-	
		Total Non-Budgetary Funds	-	465,000	-	465,000	
		Total All Funds	13,446,100	23,708,400	5,900,600	43,055,100	
				37,154,500			
Transfers							
		General (101) to Emergency Reserve (102)			100,000		
		General (101) to Retirement Reserve (104)			100,000		
		General (101) to Technology Advancement (106)			100,000		
		General (101) to Street Construction (201)			1,375,000		
		General (101) to Family Recreation Center (205)			300,000		
		General (101) to General Bond Retirement (301)			250,000		
		General (101) to Special Assessment Bond Retirement (302)			53,000		
		General (101) to Other Debt (304)			525,000		
		General (101) to Capital Improvements (401)			400,000		
		General (101) to Road Program (405)			1,400,000		
		General (101) to Municipal Property (423)			-	4,603,000	
		Refund Program (105) to General (101)			175,000		
		Safety Services (280) to General Bond Retirement (301)			280,900		
		Safety Services (280) to Other Debt (304)			16,500		
		Road Program (405) to General Bond Retirement (301)			671,900		
		Road Program (405) to Other Debt (304)			71,000		
		The Avenue TIF (471) to Road Program (405)			46,800		
		Macedonia Shoppes TIF (472) to Road Program (405)			7,700		
		Maguire Property TIF (473) to Road Program (405)			7,000		
		Culver's TIF (475) to Road Program (405)			10,400		
		KFC TIF (476) to Road Program (405)			10,400		
		Total Transfers			5,900,600		

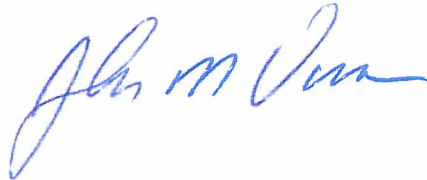
Memorandum

Date: October 20, 2022

To: Mayor Nicholas Molnar
Council President Jessica Brandt
Councilmember Dave Finley
Councilmember Vini J. Ventura

Council Vice President Jeff Garvas
Councilmember Jan Tulley
Law Director Mark Guidetti

From: John M. Veres, CPA
Director of Finance



RE: 2023 Annual Appropriations

The following are noted for Estimated Resources:

Recurring revenues, like Income Taxes, are being kept at 2022 levels. I am dropping the JEDD Income Taxes by \$150,000 to be a little more conservative since it is such a small sample.

The following are noted for Appropriations:

As mentioned in our last Finance Committee this 2023 Appropriation Ordinance is the culmination of the topics we discussed in our recent Finance Committee meetings, namely:

Capital Improvements – Both Departmental and Infrastructure
Current and future Debt
The 2023 Operating Budget

Also, as you all know, we plan to finalize the location for our new Service Department Center. That will be paid for out of the Municipal Property Fund (423) which plans to start the year with \$1,750,000. Estimating a \$7,000,000 ticket for the new center, we would plan to borrow \$5,750,000. That would leave the Fund with \$500,000 at the end of 2023. More discussion will take place as we get closer to obtaining a site, hire an architectural consultant, etc.

As in the past, amendments will likely be made as we move through the year. I will try to keep those to a minimum.

Please call (216) 509-1411 should you have any questions.

Thank you.

CITY OF MACEDONIA																		
2023 Estimated Resources & Appropriations																		
October 27																		
Fund #	Fund Description	Type	ESTIMATED			ADD			APPROPRIATIONS									
			Unencumbered Balance 01/01/2023	General Property Tax	Local Gov't	Income Tax	ADD changes	Other Sources	EQUALS Total Resources	SubTRACT changes	ESTIMATED Unencumbered Balance 12/31/2023	TRANSFERS						
												advances	gen'l obligation debt	spec assess debt	OPWC/lease debt	new debt	Description	
101	General	Govtl	4,300,000.00	1,984,171.00	204,456.90	11,400,000.00		3,484,200.00		21,547,827.90		14,252,000.00	2,692,827.90					
102	Emergency Reserve	Govtl	600,000.00							700,000.00								
103	Unclaimed Monies	Trust	5,900.00							5,900.00								
104	Retirement Reserve	Govtl	514,900.00							614,900.00								
105	Refund Program	Govtl	133,800.00			315,000.00				448,800.00								
106	Technology Advancement	Govtl	7,000.00							107,000.00								
201	S.C.M & R	Sp Rev	48,300.00							2,313,300.00								
202	State Highway	Sp Rev	19,400.00							69,400.00								
203	Permissive License Tax	Sp Rev	17,200.00							142,200.00								
204	Parks & Recreation	Sp Rev	252,900.00			517,500.00				904,400.00								
205	Family Recreation Center	Sp Rev	146,800.00			517,500.00				1,689,300.00								
206	Parks & Recreation Trust	Trust	98,100.00							153,100.00								
207	Spirit of Macedonia	Sp Rev	43,500.00							68,500.00								
210	Water Maintenance & Expansion	Sp Rev	133,100.00							258,100.00								
212	Motor Vehicle License Tax	Sp Rev	40,100.00							140,100.00								
213	Police Pension	Sp Rev	10,300.00							164,785.00								
215	Indigent Drivers	Sp Rev	6,100.00							6,100.00								
216	Drug Law Enforcement	Sp Rev	34,200.00							39,200.00								
217	Law Enforcement Education	Sp Rev	25,100.00							27,600.00								
218	CDBG Block Grant	Sp Rev	8,100.00							8,100.00								
220	Mayor's Court Computer	Sp Rev	7,300.00							15,300.00								
221	F.A.I.R. Program	Sp Rev	42,300.00							77,300.00								
223	Subdivision Tree	Sp Rev	100.00							100.00								
224	Wireless Emergency 911	Sp Rev	12,400.00							12,400.00								
225	Petro Underground Storage Tanks	Sp Rev	8,400.00							8,400.00								
226	Police K-9 Donation	Sp Rev	1,200.00							1,200.00								
233	Quiet Zone Maintenance	Sp Rev	15,100.00							15,100.00								
259	A.R.R.A. Grant	Sp Rev	4,400.00							4,400.00								
260	Federal Fire Grant	Sp Rev	13,000.00							13,000.00								
262	Law Enforcement Trust	Sp Rev	15,400.00							15,400.00								
263	Federal Equitable Share	Sp Rev	54,000.00							54,000.00								
266	Local Fiscal Recovery	Sp Rev	628,500.00							628,500.00								

CITY OF MACEDONIA																				
2023 Estimated Resources & Appropriations																				
October 27																				
Fund #	Fund Description	Type	ESTIMATED			ADD			APPROPRIATIONS											
			Unencumbered Balance 01/01/2023	General Property Tax	Local Gov'l	Income Tax	ADD changes	2023 Total Resources	Description	2023 Appropriations	Unencumbered Balance 12/31/2023	transfers								
280	Safety / Service	Sp Rev	1,183,700.00			1,975,000.00														
301	General Bond Retirement	Debt	10,100.00																	
302	Special Assess Bond Retirement	Debt	100,000.00																	
304	Other Debt	Debt	10,000.00																	
401	Capital Improvements	Cap	27,000.00																	
405	Road Program	Cap	489,300.00			1,875,000.00														
423	Municipal Property	Cap	1,750,000.00																	
424	Longwood Park Improvements	Cap	4,900.00																	
427	Manor House Renovation	Cap	100.00																	
470	Summit Pointe TIF	Cap																		
471	The Avenue TIF	Cap	100.00																	
472	Macedonia Shopping TIF	Cap	100.00																	

CITY OF MACEDONIA														
2023 Estimated Resources & Appropriations														
2023 Annual Appropriations														
October 27														
Fund #	Fund Description	Type	ESTIMATED			ADD			APPROPRIATIONS					
			Unencumbered Balance 01/01/2023	General Property Tax	Income Tax	Other Sources	Local Gov't	62.74%	Subtract changes 2023	Appropriations	ESTIMATED Balance 12/31/2023	DESCRIPTION		
473	Maguire Property TIF	Cap	100.00			7,000.00					7,000.00	100.00	tr out 46	advances
475	Culver's TIF	Cap	100.00			10,400.00					10,400.00	100.00	tr out 48	gen'l obligation debt
476	KFC TIF	Cap	100.00			10,400.00					10,400.00	100.00	tr out 49	spec assess debt
477	Cleanland TIF	Cap											tr out 50	OPW/C/lease debt
478	Big Carrot TIF	Cap											51.	new debt
479	Peak Nano TIF	Cap											52.	
480	Ohio Slate Waterproofing TIF	Cap											53.	
481	Optima TIF	Cap											54.	
482	Space Place TIF	Cap											55.	
483	Wave Car Wash TIF	Cap											56.	
702	Revolving Payroll Funds	Agency											54.	
710	Escrow Deposits	Agency	58,200.00									58,200.00	55.	
711	OBRC Deposits	Agency	96,700.00									96,700.00	56.	
712	Community Room Deposits	Agency	100.00									100.00	57.	
714	JEDD Northfield Center	Agency	3,300.00									3,300.00	58.	
715	Mayors Court Bond	Agency	2,500.00								450,000.00	100,000.00	58.	
	Totals		11,083,300.00	2,138,656.00	204,456.90	20,132,900.00				60,609,312.90	43,055,100.00	7,554,212.90		
	Total Resources				16,600,000.00	39,526,012.90				Total Generated Resources				
						27,175,412.90				Total Estimated Revenue				

CITY OF MACEDONIA
2023 Annual Appropriations
October 27

changes

	Fund #		
Beginning Estimated RESTRICTED Unencumbered Cash Balance	all other		5,521,700
Beginning Estimated UNRESTRICTED Unencumbered Cash Balance	101-106		<u>5,561,600</u>
	ALL		11,083,300
Revenue and Other Receipts			
Municipal Income Tax Funds (101,105, 204, 205)		12,750,000	
Property Tax		2,138,700	
Local Government	101, 213	204,500	
Tax Increment Financing (TIF) Revenue	101	82,300	
Safety / Service	471-483	1,975,000	
Road Program	280	2,835,400	
Other Income Funds (101, 105, 201, 204, 205, 301, 302, 401)	405	<u>5,559,100</u>	
Total Revenue			25,545,000
Expenses and Other Disbursements			
General	101	14,252,000	
Retirement Reserve	104	50,000	
Refund Program	105	200,000	
Technology Advancement	106	100,000	
Street Construction Maintenance & Repair	201	2,202,100	
Parks & Recreation	204	572,800	
Family Recreation Center	205	1,586,200	
Safety / Service	280	<u>2,606,400</u>	
			(21,569,500)
Trust / Agency Funds (206, 702 - 715) Revenue		505,000	
Trust / Agency Funds (206, 702 - 715) Expense		<u>465,000</u>	40,000
Other Funds (103, 202, 203, 207-267, 423-427, 470) Revenue		1,125,500	
Other Funds (103, 202, 203, 207-267, 423-427, 470) Expense		<u>8,881,500</u>	(7,756,000)
Balance available for Debt Service, Capital Improvements, Road Program & Other Costs			(3,740,500)
Debt Service			
General Bond Retirement	301	1,211,500	
Special Assessment Bond Retirement	302	319,400	
Other Debt	304	<u>619,900</u>	
Balance available for Capital Improvements and Other Costs			(2,150,800)
			(5,891,300)
Capital Improvements			
Departmental & Other Items from Five Year Capital Plan	401		(366,400)
Road Program			
Road Program & Storm Sewer Maintenance	405	1,853,000	
Other	405	<u>1,868,300</u>	(3,721,300)
Safety / Service borrowing	280	700,000	
Municipal Property borrowing	423	5,750,000	
Estimated Unencumbered Cash Increase (Decrease)			(3,529,000)
Ending RESTRICTED Unencumbered Cash Balance - Estimated	all other	3,510,800	
Ending UNRESTRICTED Unencumbered Cash Balance - Estimated	101-106	<u>4,043,400</u>	
	ALL		7,554,200

ORIGINATOR: FINANCE DEPARTMENT

SPONSOR: Brandt

**CITY OF MACEDONIA
ORDINANCE NO. 71 - 2022**

AN EMERGENCY ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE WHICH DIRECTLY BENEFIT SUCH PARCEL, REQUIRING THE OWNER OF THE IMPROVEMENTS ON SUCH PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A BASCH MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43

WHEREAS, Ohio Revised Code (“R.C.”) §§ 5709.40, 5709.42 and 5709.43 authorize this Council to describe public improvements to be made which will directly benefit parcels of real property, to declare Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcels to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of years, and to provide for the making of service payments in lieu of taxes by the owner of such parcels and to establish a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, to improve the flow of traffic in and around the parcel (current parcels set to be consolidated into the single parcel of real property) described in the attached **Exhibit “A”** and **Exhibit “B”** which are incorporated herein by reference, as such parcel(s) may be consolidated or split (the “Property”), Council may cause construction of one or more of the public improvements described in the document attached hereto as **Exhibit “C”** and incorporated herein by reference (collectively, the “Public Improvements”), that once made will directly benefit the Property and the City and its residents; and

WHEREAS, the City has determined that it is necessary and appropriate and in the City’s best interest to provide for service payments in lieu of taxes with respect to the Property pursuant to R.C. § 5709.42 (the “Service Payments”) to pay the costs of the Public Improvements; and

WHEREAS, the Property is located within the boundaries of the Nordonia Hills City School District and within the service area of the Cuyahoga Valley Career Center (together, the “School Districts”), and the School Districts have been notified of the City’s intent to pass this Ordinance in accordance with R.C. §§ 5709.40(D) and 5709.83, as applicable to each;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, Summit County, Ohio, that:

Section 1. The Public Improvements described in the attached Exhibit “C,” if made or caused to be made by the City, are designated as those Public Improvements that directly benefit,

or that once made will directly benefit, the Property, and are determined to be necessary for the public health, safety and welfare of the City and its residents.

Section 2. Pursuant to and in accordance with the provisions of R.C. § 5709.40, and, in particular, R.C. § 5709.40 subsection (B), this Council finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is referred to in this Ordinance as the “Improvement” or “Improvements” as defined in R.C. § 5709.40) is a public purpose, and 100% of that Improvement is declared to be a public purpose for a period of 30 years and exempt from taxation commencing with the tax year following the year in which this Ordinance is passed and ending on the earlier of (a) the date the Improvements have been exempted from taxation for a period of 30 years or (b) the date on which the City has collected into the Fund established in Section 4 hereof a total amount of Service Payments available for and sufficient to pay the costs provided in Section 4 hereof; provided, however, that Service Payments shall be paid to the Nordonias Hills City School District and the Cuyahoga Valley Career Center in the amount of the taxes that would have been payable to the Nordonias Hills City School District and the Cuyahoga Valley Career Center, as applicable, if the Improvements had not been exempted from taxation.

Section 3. As provided in R.C. § 5709.42, the owner or owners of the Improvements are required to, and shall make, annual Service Payments to the County Fiscal Officer on or before the final dates for payment of real property taxes due and payable with respect to the Improvements. In accordance with R.C. § 5709.42, the County Fiscal Officer is requested to distribute a portion of the Service Payments directly to the Nordonias Hills City School District and to the Cuyahoga Valley Career Center in the amounts equal to the real property tax payments that the two School Districts would have received, respectively, had the Improvements not been exempted from real property taxation pursuant to this Ordinance. The Service Payments, when distributed to the City by the County Fiscal Officer, shall be deposited in the “**BASCH** Tax Increment Equivalent Fund” established in Section 4 hereof. Council authorizes the Mayor, Finance Director and City Law Director, and other appropriate officers of the City, to provide such information and certifications and to execute and deliver or accept delivery of such instruments as are necessary and incidental to collection of those Service Payments, and to make such arrangements as are necessary and proper for payment of those Service Payments.

Section 4. Council hereby establishes, pursuant to and in accordance with the provisions of R.C. § 5709.43, the “**BASCH** Tax Increment Equivalent Fund” (the “Fund”), into which shall be deposited all of the Service Payments distributed to the City with respect to the Improvements, by or on behalf of the County Fiscal Officer as provided in R.C. § 5709.42, and provides that all of the moneys deposited in the Fund shall be used for any or all of the following purposes:

- (a) to pay any or all acquisition, construction, planning, engineering, installation or financing costs, and any or all other direct and indirect costs of the Public Improvements, including those costs set forth in R.C. § 133.15(B);
- (b) to pay the interest on, principal of, and any premium on bonds or notes or other obligations, including refunding bonds or notes or other obligations issued by the

City or other authorized entity, to finance costs of the Public Improvements until such notes or bonds or other obligations are paid in full;

- (c) to reimburse the City for any funds used by the City to pay costs of the Public Improvements; or
- (d) to pay, or to apply or transfer funds toward the payment of interest, principal or premium on any of the aforesaid notes, bonds, loans or other obligations prior to receipt of Service Payments.

The Fund shall remain in existence so long as Service Payments are collected and used for the aforesaid purposes, after which time the Fund shall be dissolved in accordance with R.C. § 5709.43.

Section 5. Pursuant to R.C. § 5709.40, the Clerk of Council is directed to deliver a copy of this Ordinance to the Director of Development of the State of Ohio within 15 days after its passage. On or before March 31st of each year that the exemption set forth in Section 3 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of Development of the State of Ohio the status report required under R.C. § 5709.40.

Section 6. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 7. Wherefore, this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, convenience and welfare of the City of Macedonia and the inhabitants thereof, and for the further reason that this Ordinance is required to be immediately effective to provide funding for the Public Improvements so that such Public Improvements can be constructed, thereby providing immediately necessary public road improvements; and provided it receives the affirmative vote of four (4) or more of the members elected or appointed to this Council, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____

Nicholas Molnar

ATTEST: _____

Jon Hoover, Clerk of Council

See EXHIBIT B

City of Macedonia
BASCH TIF Parcels

Parcel Nos.					
3301996	3302000	3303238	3303240	3303242	3303733

ALL ABOVE PPN'S BEING CONSOLIDATED INTO 3313432

EXHIBIT C

BASCH TIF

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

1. N. & S. Freeway Drives Replacement, Rebuilding and Resurfacing. will be resurfaced, replaced, upgraded or rebuilt, including providing new and additional lanes where needed including the necessity of purchasing property for public use. Existing utilities including storm and sanitary sewers will be relocated or expanded and street lighting, streetscaping, landscaping, new traffic signalization and all other necessary appurtenances to said road replacement, resurfacing and rebuilding will be installed. Improvements may include bicycle paths and walking paths.
2. Fairlane Drive, Rebuilding and Resurfacing. from western terminus to eastern terminus will be resurfaced, replaced, upgraded or rebuilt, including providing new and additional lanes where needed including the necessity of purchasing property for public use. Existing utilities including storm and sanitary sewers will be relocated or expanded and street lighting, streetscaping, landscaping, new traffic signalization and all other necessary appurtenances to said road replacement, resurfacing and rebuilding will be installed. Improvements may include bicycle paths and walking paths.
3. Shepard Road, Rebuilding and Resurfacing. from northern to southern terminus will be resurfaced, replaced, upgraded or rebuilt, including providing new and additional lanes where needed including the necessity of purchasing property for public use. Existing utilities including storm and sanitary sewers will be relocated or expanded and street lighting, streetscaping, landscaping, new traffic signalization and all other necessary appurtenances to said road replacement, resurfacing and rebuilding will be installed. Improvements may include bicycle paths and walking paths.
4. Route 82 Replacement, Rebuilding and Resurfacing. from western to eastern terminus will be resurfaced, replaced, upgraded or rebuilt, including providing new and additional lanes where needed including the necessity of purchasing property for public use. Existing utilities including storm and sanitary sewers will be relocated or expanded and street lighting, streetscaping, landscaping, new traffic signalization and all other necessary appurtenances to said road replacement, resurfacing and rebuilding will be installed. The Public Infrastructure Improvement may include bicycle paths and walking paths.
5. Route 8 Replacement, Rebuilding and Resurfacing. from northern to southern terminus will be resurfaced, replaced, upgraded or rebuilt, including providing new and additional lanes where needed including the necessity of purchasing property for public use. Existing utilities including storm and sanitary sewers will be relocated or expanded and street lighting, streetscaping, landscaping, new traffic signalization and all other necessary appurtenances to said road replacement, resurfacing and rebuilding will be installed. The Public Infrastructure Improvement may include bicycle paths and walking paths.



*Exhibit A
pg 2 of 3*

**LEGAL DESCRIPTION
Consolidated Parcel**

Basch TIF

Situated in the City of Macedonia, County of Summit, and State of Ohio, and known as being part of Original Macedonia Township Lot No. 35, further known as being part of Sublot 1 and all of Sublot 68 in Water's Subdivision No. 1 recorded in Volume 46 of Maps, Pages 210 and 211 of Summit County Records, and part of Block A, part of Sublot 69 and all of Sublot 70 in Water's Subdivision No. 2 recorded in Volume 50 of Maps, Pages 23 and 24 of Summit County Records, and part of South Farm Road vacated by City of Macedonia Ordinance No. 19-1985, passed April 11, 1985, being all of those lands conveyed to Don's Den, LLC by deed recorded in Reception No. 56260582 of Summit County Records, said premises being more particularly bounded and described as follows:

Beginning at a 3/4 inch iron pin found inside a monument box assembly on the centerline of East Aurora Road (State Route 82), 80 feet wide, at the southeasterly corner of the aforementioned Lot No. 35; thence North 89 degrees 41 minutes 33 seconds West along the centerline of said East Aurora Road, also being the southerly line of said Lot No. 35, a distance of 613.61 feet to its intersection with the centerline of Fairlane Drive, 50 feet wide, said point being witnessed by a 1 inch iron pin found inside a monument box assembly distant 0.04 foot South therefrom; thence North 00 degrees 14 minutes 36 seconds East a distance of 411.89 feet to a point; thence North 89 degrees 45 minutes 24 seconds West a distance of 25.00 feet to a point on the westerly line of said Fairlane Drive, said point being the southeasterly corner of Sublot 67 in the aforementioned Water's Subdivision No. 1 and the PRINCIPAL PLACE OF BEGINNING of the premises herein described, said point being witnessed by a 5/8 inch iron pin found distant 0.24 foot North and 0.53 foot East therefrom;

Course No. 1: Thence South 00 degrees 14 minutes 36 seconds West along the westerly line of said Fairlane Drive, distance of 191.81 feet to a 5/8 inch iron pin set at the northeasterly corner of lands conveyed to Kuchta Bros. Land Corp. by deed recorded in Official Record Volume 377, Page 178 of Summit County Records;

Course No. 2: Thence North 89 degrees 34 minutes 36 seconds West along the northerly line of said Kuchta Bros. Land Corp. lands, a distance of 488.07 feet to the northwesterly corner thereof, said point being located on the southwesterly line of South Farm Road, 50 feet wide, as vacated by the aforementioned City of Macedonia Ordinance No. 19-1985 and being witnessed by a 5/8 inch iron pin found distant 0.13 foot North and 0.38 foot East therefrom;

Course No. 3: Thence North 23 degrees 06 minutes 31 seconds West along the southwesterly line of said vacated South Farm Road, a distance of 77.69 feet to a 5/8 inch iron pin set at the most westerly corner thereof;

Course No. 4: Thence North 66 degrees 53 minutes 29 seconds East along the northwesterly line of said vacated South Farm Road, a distance of 50.00 feet to the southerly end of a curved turnout between the northeasterly line of vacated South Farm Road and the southeasterly line of Harmon Drive, 50 feet wide, said point being witnessed by a 3/4 iron pipe found (disturbed), distant North 89 degrees 13 minutes 01 second East 0.49 foot therefrom;

Course No. 5: Thence northeasterly along said curved turnout, with arc of a non-tangent curve deflecting to the right, having a radius of 30.00 feet, a central angle of 90 degrees 00 minutes 00 seconds, the chord of which bears North 21 degrees 53 minutes 29 seconds East 42.43 feet, an arc distance of 47.12 feet to a point of tangency on the southeasterly line of the aforementioned Harmon Drive, said point being witnessed by a 5/8 inch iron pin with "7911" ID cap found distant North 78 degrees 44 minutes 59 seconds East, 0.42 foot therefrom;

Course No. 6: Thence North 66 degrees 53 minutes 29 seconds East along the southeasterly line of said Harmon Drive, a distance of 9.81 feet to a point of curvature, said point being witnessed by a 3/4 inch iron pipe found distant South 85 degrees 34 minutes 33 seconds East, 0.61 foot therefrom;

Course No. 7: Thence northeasterly along the southeasterly line of said Harmon Drive, with the arc of a curve deflecting to the left, having a radius of 146.29 feet, a central angle of 34 degrees 11 minutes 56 seconds, the chord of which bears North 49 degrees 47 minutes 31 seconds East 86.03 feet, an arc distance of 87.32 feet to the southwesterly corner of Sublot 71 in the aforementioned Water's Subdivision No. 2, said point being witnessed by a 3/4 inch iron pipe found distant 0.06 foot North and 0.74 foot East therefrom;

Course No. 8: Thence South 89 degrees 45 minutes 24 seconds East along the southerly line of said Sublot 71, and along the southerly line of the aforementioned Sublot 67 in Water's Subdivision No. 1, a distance of 382.84 feet to the Principal Place of Beginning and containing 2.0499 Acres (89,292 Square Feet) of land, according to a survey by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on January 21, 2022 being the same more or less but subject to all legal highways and easements of record.

All iron pins set are 5/8 inches in diameter by 30 inches long with a yellow plastic cap stamped "C. Dempsey P.S. 6914".

Bearings are referenced to Grid North of the Ohio State Plane Coordinate System North Zone, NAD 83 (2011) Datum.

Christopher J. Dempsey
Ohio Professional Surveyor No. 6914

Exhibit A Supplement

Basch TIF



Newly Consolidated PPN 3313432

ORIGINATOR: FINANCE DEPARTMENT

SPONSOR: Garvas

**CITY OF MACEDONIA
ORDINANCE NO. 76 - 2022**

**AN ORDINANCE
AMENDING ORDINANCE NO. 67-2021 RELATIVE TO CURRENT EXPENSES AND
OTHER EXPENDITURES OF THE CITY OF MACEDONIA FOR THE PERIOD OF
JANUARY 1, 2022 TO DECEMBER 31, 2022**

WHEREAS, it is necessary to amend Ordinance No. 67-2021 to make certain adjustments for the allocation of funds to facilitate various necessary operating expenses of the City of Macedonia.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, County of Summit, State of Ohio:

Section 1. That Ordinance No. 67-2021 is hereby further amended, with the additions or reductions be made to the current accounts as set forth in the document attached hereto as Exhibit “A” and incorporated herein by reference.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. Wherefore, this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

EXHIBIT A

CITY OF MACEDONIA

December 8, 2022

Amendment

Fund Category	Fund #	Fund Name or Department	December 8, 2022		Amendment	
			Personal Service	Other	Transfers & Advances	Total
changes						
General	101	General				
		Council (101)	101,600	8,500		110,100
		Administrative Support (110)	-	1,472,600		1,472,600
		Mayor's Office (120)	489,200	33,900		523,100
		IT (125)	133,300	207,600		340,900
		Finance (130)	374,900	345,000		719,900
		Mayor's Court (140)	231,100	128,500		359,600
		Legal (150)	59,300	131,200		190,500
		Civil Service (160)	5,600	2,600		8,200
		City Center Service (170)	97,300	312,700		410,000
		Building & Engineering (180)	435,200	64,700		499,900
		Service (201)	432,700	215,600		648,300
		Police (210)	3,119,300	243,100		3,362,400
		Fire (222)	3,642,700	956,100		4,598,800
		Dispatch (310)	857,700	95,800		953,500
		Transfers (321)	-	-	4,042,900	4,042,900
		Advances (321)	-	-	-	-
		Total General Fund (101)	9,979,900	4,217,900	4,042,900	18,240,700
		total Personal Service + Other		14,197,800		
	102	Emergency Reserve	-	-	-	-
	103	Unclaimed Monies	-	1,000	11,300	12,300
	104	Retirement Reserve	-	50,000	-	50,000
	105	Refund Program	-	185,100	225,000	410,100
	106	Technology Advancement	-	100,000	-	100,000
Special Revenue	201	Street Construction Maintenance & Repair (S,C,M&R)				
		Street Maintenance & Repair (350)	1,020,800	208,800	-	1,229,600
		Salt (352) & Traffic Signals (353)	-	158,000	-	158,000
		Street Mechanic (354) & Signs Maintenance (355)	468,100	339,300	-	807,400
		Total S,C,M&R Fund (201)	1,488,900	706,100	-	2,195,000
	202	State Highway Improvement	-	55,000	-	55,000
	203	Permissive License Tax	-	150,000	-	150,000
	204	Parks & Recreation				
		Parks (203)	271,800	152,600	-	424,400
		Recreation - Parks Programming (204)	80,900	327,100	-	408,000
		Total Parks & Recreation Fund (204)	352,700	479,700	-	832,400
	205	Family Recreation Center	814,600	817,100	-	1,631,700
	207	Spirit of Macedonia Festival	-	35,000	-	35,000
	210	Water Maintenance & Expansion	26,000	281,700	-	307,700
	212	Motor Vehicle License Tax	-	85,000	-	85,000
	213	Police Pension	-	152,000	-	152,000
	216	Drug Law Enforcement	-	5,000	-	5,000
	217	Law Enforcement & Education	-	2,500	-	2,500
	220	Mayor's Court Computer	-	12,800	-	12,800
	221	F.A.I.R. Program	-	15,000	-	15,000
	223	Subdivision Tree	-	2,000	-	2,000
	224	Wireless 911	-	2,500	-	2,500
	225	Petro UST	-	1,000	-	1,000
	226	Police Donation	-	100	-	100
	233	Quiet Zone Maintenance	-	5,000	-	5,000
	259	A.R.R.A. Program	-	1,000	-	1,000
	260	Federal Fire Grant	-	1,000	-	1,000
	262	Law Enforcement Trust	-	2,500	-	2,500
	263	Federal Equity Share	-	25,000	-	25,000
	266	Local Fiscal Recovery	-	628,500	-	628,500
	267	OneOhio	-	-	-	-
	280	Safety / Service	720,800	2,454,000	305,900	3,480,700
		Total Special Revenue Funds	3,403,000	5,919,500	305,900	9,628,400

EXHIBIT A

CITY OF MACEDONIA

December 8, 2022

Amendment

Fund Category	Fund #	Fund Name or Department	December 8, 2022		Amendment		
			Personal Service	Other	Transfers & Advances	Total	
Debt Service							
	301	General Obligation Bond Retirement	-	1,220,000	-	1,220,000	
	302	Special Assessment Bond Retirement	-	291,500	580,000	871,500	
	304	Other Debt - (OPWC, State Infrastructure Bank, leases)	-	1,537,600	-	1,537,600	
		Total Debt Service Funds	-	3,049,100	580,000	3,629,100	
Capital Project							
	401	Capital Improvement	-	701,700	543,500	1,245,200	
	405	Road Program	-	2,301,100	737,200	3,038,300	
	423	Municipal Property	-	800,000	-	800,000	
	424	Longwood Park Improvements	-	1,000	-	1,000	
	427	Manor House Renovation	-	25,000	-	25,000	
	470	Summit Pointe TIF	-	650,000	-	650,000	
	471	The Avenue TIF	-	-	46,800	46,800	
	472	Macedonia Shoppes TIF	-	-	7,700	7,700	
	473	Maguire Property TIF	-	-	7,000	7,000	
	475	Culver's TIF	-	-	10,400	10,400	
	476	KFC TIF	-	-	10,400	10,400	
	477	Cleanland TIF	-	-	-	-	
	478	Big Carrot TIF	-	-	-	-	
	479	Peak Nano TIF	-	-	-	-	
	480	OH State Waterproofing TIF	-	-	-	-	
		Total Capital Project Funds	-	4,478,800	1,363,000	5,841,800	
Non-Budgetary							
	206	Parks & Recreation Trust	-	15,000	-	15,000	
	702	Revolving Payroll Escrow	-	-	-	-	
	710	Escrow Deposits	-	-	-	-	
	711	Mayor's Court	-	-	-	-	
	712	Community Room Deposits	-	-	-	-	
	714	JEDD Northfield Center	-	600,000	-	600,000	
	715	Mayor's Court Bond	-	-	-	-	
		Total Non-Budgetary Funds	-	615,000	-	615,000	
		Total All Funds	13,382,900	18,616,400	6,528,100	38,527,400	
				31,999,300			
Transfers							
		General (101) to Emergency Reserve (102)			100,000		
		General (101) to Retirement Reserve (104)			-		
		General (101) to Technology Advancement (106)			100,000		
		General (101) to Street Construction (201)			900,000		
		General (101) to Family Recreation Center (205)			250,000		
		General (101) to General Bond Retirement (301)			245,000		
		General (101) to Special Assessment Bond Retirement (302)			53,000		
		General (101) to Other Debt (304)			190,000		
		General (101) to Capital Improvements (401)			440,000		
		General (101) to Road Program (405)			575,000		
		General (101) to Municipal Property (423)			1,189,900	4,042,900	
		Unclaimed Funds (103) to General (101)			11,300		
		Refund Program (105) to General (101)			225,000		
		Safety Services (280) to General Bond Retirement (301)			305,900		
		Special Assessment (302) to Other Debt (304)			580,000		
		Road Program (405) to General Bond Retirement (301)			676,200		
		Road Program (405) to Other Debt (304)			61,000		
		The Avenue TIF (471) to Road Program (405)			46,800		
		Macedonia Shoppes TIF (472) to Road Program (405)			7,700		
		Maguire Property TIF (473) to Road Program (405)			7,000		
		Culver's TIF (475) to Road Program (405)			10,400		
		KFC TIF (476) to Road Program (405)			10,400		
		Total Transfers			5,984,600		
Advances							
		General (101) to Special Assessment Debt (302)			-		
		Capital Improvement Fund (401) to General Fund (101)			543,500		
		Total Advances			543,500		
		Total Transfers & Advances			6,528,100		

Memorandum

Date: November 30, 2022

To: Mayor Nicholas Molnar
Council President Jessica Brandt
Councilmember Dave Finley
Councilmember Vini J. Ventura

Council Vice President Jeff Garvas
Councilmember Jan Tulley
Law Director Mark Guidetti

From: John M. Veres, CPA
Director of Finance

RE: Amended Annual Appropriations Ordinance – December 8, 2022

Earlier this year we heard about the OneOhio Opioid settlement and the estimated amount we were to receive. Initially, it was thought that we were going to receive the estimated \$106,100 all this year. Since then, upon further research, it has been determined that we will be receiving it over around the next nine years. This new information results in the two changes below.

The following changes (in blue) are noted for Estimated Resources:

- 1) OneOhio (267) – adjusted to actual received in 2022

The following changes (in blue) are noted for Appropriations:

- 2) OneOhio (267) – removed appropriation to re-visit in 2023 once an estimate of 2023's distribution is known

Please call (216) 509-1411 should you have any questions.

Thank you.

CITY OF MACEDONIA			CERTIFICATE OF ESTIMATED RESOURCES						APPROPRIATIONS					TRANSFERS	
2022 Estimated Resources & Appropriations December 8			2022 Estimated Resources						2022 Appropriations					TRANSFERS	
Fund #	Fund Description	Type	ACTUAL Unencumbered Balance 01/01/2022	ADD		ADD		ADD changes	EQUALS Total Resources	Description	Sect.	APPROPRIATIONS changes 2022	ESTIMATED Unencumbered Balance 12/31/2022	TRANSFERS	
				General Property Tax	Local Gov't	Income Tax	revs est rev							adv est rev	adv est rev
101	General	Gov'l	4,378,073.41	1,984,171.00	222,818.22	11,400,000.00	3,484,200.00	22,249,062.63	1. 14,197,800.00	4,008,262.63					
							11,300.00				1,000.00				
							225,000.00				11,300.00				
							543,500.00				12,300.00				
							4,264,000.00								
102	Emergency Reserve	Gov'l	500,000.00				100,000.00	600,000.00				600,000.00			
103	Unclaimed Monies	Trust	14,005.71				4,199.78	18,205.49				5,905.49			
104	Retirement Reserve	Gov'l	564,822.44					564,822.44				514,822.44			
105	Refund Program	Gov'l	243,827.15			315,000.00		558,827.15				148,727.15			
106	Technology Advancement	Gov'l	7,776.59				100,000.00	107,776.59				7,776.59			
201	S.C.M & R	Sp Rev	414,834.06				890,000.00	2,204,834.06				9,834.06			
							900,000.00								
							1,790,000.00								
202	State Highway	Sp Rev	23,918.78				50,500.00	74,418.78				19,418.78			
203	Permissive License Tax	Sp Rev	17,266.76				150,000.00	167,266.76				17,266.76			
204	Parks & Recreation	Sp Rev	465,250.25			517,500.00	104,000.00	1,116,750.25				284,350.25			
							30,000.00								
							134,000.00								
205	Family Recreation Center	Sp Rev	231,501.22			517,500.00	725,000.00	1,224,001.22				92,301.22			
							250,000.00								
							975,000.00								
206	Parks & Recreation Trust	Trust	55,135.23				58,000.00	113,135.23				98,135.23			
207	Spirit of Macedonia	Sp Rev	53,562.48				25,000.00	78,562.48				43,562.48			
210	Water Maintenance & Expansion	Sp Rev	315,790.95				125,000.00	440,790.95				133,090.95			
212	Motor Vehicle License Tax	Sp Rev	25,095.54				100,000.00	125,095.54				40,095.54			
213	Police Pension	Sp Rev	7,836.42			154,485.00		162,321.42				10,321.42			
215	Indigent Drivers	Sp Rev	6,093.21					6,093.21				6,093.21			
216	Drug Law Enforcement	Sp Rev	34,229.24				5,000.00	39,229.24				34,229.24			
217	Law Enforcement Education	Sp Rev	25,146.01				2,500.00	27,646.01				25,146.01			
218	CDBG Block Grant	Sp Rev	8,153.30					8,153.30				8,153.30			
220	Mayor's Court Computer	Sp Rev	12,064.30				8,000.00	20,064.30				12,064.30			
221	F.A.I.R. Program	Sp Rev	22,377.86				35,000.00	57,377.86				42,377.86			
223	Subdivision Trees	Sp Rev	115.00				2,000.00	2,115.00				115.00			
224	Wireless Emergency 911	Sp Rev	14,902.55					14,902.55				12,402.55			
225	Petro Underground Storage Tanks	Sp Rev	9,350.00					9,350.00				8,350.00			

CITY OF MACEDONIA				CERTIFICATE OF ESTIMATED RESOURCES				APPROPRIATIONS				Transfers		
2022 Estimated Resources & Appropriations				2022 Amended Appropriations				2022 Amended Appropriations				Transfers		
Fund #	Fund Description	Type	ACTUAL Unencumbered Balance 01/01/2022	ADD General Property Tax	ADD Local Gov't	ADD Income Tax	ADD changes Other Sources	2022 Total Resources	Description	Sect.	SUBTRACT changes 2022 Appropriations	ESTIMATED Unencumbered Balance 12/31/2022	gen'l obligation debt spec assess dbbt OPWC/lease dbbt new dbbt	Description
226	Police K-9 Donation	Sp Rev	1,266.46					1,266.46		26.	100.00	1,166.46		
233	Quiet Zone Maintenance	Sp Rev	19,073.71				1,000.00	20,073.71		27.	5,000.00	15,073.71		
259	A.R.R.A. Grant	Sp Rev	5,416.40					5,416.40		28.	1,000.00	4,416.40		
260	Federal Fire Grant	Sp Rev	14,044.11					14,044.11		29.	1,000.00	13,044.11		
262	Law Enforcement Trust	Sp Rev	17,914.42					17,914.42		30.	2,500.00	15,414.42		
263	Federal Equitable Share	Sp Rev	78,987.33					78,987.33		31.	25,000.00	53,987.33		
266	Local Fiscal Recovery	Sp Rev	628,506.36				633,524.63	1,262,030.99		31c.	628,500.00	633,530.99		for FFIC R/VAC
267	OneOhio	Sp Rev					4,500.00	4,500.00		31d.		4,500.00		Optical Settlement
280	Safety / Service	Sp Rev	1,051,335.01			1,975,000.00		4,664,335.01	lease / buy - Rescue lease / buy - Pumper lease / buy - Police cars	32.	720,800.00 800,000.00 1,463,000.00 201,000.00 305,900.00 3,480,700.00	1,183,635.01		wages & benefits Fire Engine capital items RITA fees / OH maint fees - other aerial tower-600mhz radios-cof
301	General Bond Retirement	Debt	19,456.99					1,230,066.99		33.	121,100.00 168,300.00 676,200.00 254,400.00 1,220,000.00	10,066.99		800 mhz radios aerial tower \$8M 2018 bonds 70% 2010 bonds
302	Special Assess Bond Retirement	Debt	43.37					982,043.37	cash pymts for assess	34.	291,500.00 30,000.00 580,000.00 901,500.00	80,543.37		20 yr Right In/Right Out - COI 20 yr Right In/Right Out
304	Other Debt	Debt	119,640.56					1,547,140.56		36.	287,600.00 16,500.00 61,000.00 589,400.00 582,900.00 1,537,600.00	9,540.56		Lease Pymts / State Infrastructure 1st of 3 lease/ buy for Cct Leader OPWC payments 2022 BAN paid off + int + COI 2021 BAN paid off + int
401	Capital Improvements	Cap	455,997.14					1,272,197.14		37.	115,000.00 350,500.00 165,300.00 35,000.00 35,900.00 543,500.00 1,245,200.00	26,997.14		Serv dept. 2 Dodge Dept capital purchases Templewood / Indian & River Run Ledger Rd culvert EPA compliance

CITY OF MACEDONIA		CERTIFICATE OF ESTIMATED RESOURCES										APPROPRIATIONS			transfers				
2022 Estimated Resources & Appropriations		ACTUAL		ADD		ADD		ADD		EQUALS		SUBTRACT		EQUALS		advances			
2022 Amended Appropriations		Unencumbered Balance 01/01/2022		General Property Tax		Local Govt		Income Tax		2022 Total Resources		changes 2022 Appropriations		Unencumbered Balance 12/31/2022		gen'l obligation debt			
Fund #	Fund Description	Type	405 Road Program	405 Road Program	405 Road Program	405 Road Program	405 Road Program	405 Road Program	405 Road Program	405 Road Program	405 Road Program	405 Road Program	405 Road Program	405 Road Program	405 Road Program	405 Road Program	405 Road Program	405 Road Program	
			437,556.80	1,875,000.00	1,875,000.00	1,875,000.00	1,875,000.00	1,875,000.00	1,875,000.00	1,875,000.00	1,875,000.00	1,875,000.00	1,875,000.00	1,875,000.00	1,875,000.00	1,875,000.00	1,875,000.00	1,875,000.00	
405	Road Program	Cap	437,556.80	1,875,000.00	1,875,000.00	1,875,000.00	1,875,000.00	1,875,000.00	1,875,000.00	1,875,000.00	1,875,000.00	1,875,000.00	1,875,000.00	1,875,000.00	1,875,000.00	1,875,000.00	1,875,000.00	1,875,000.00	
423	Municipal Property	Cap	1,365,032.03																
424	Longwood Park Improvements	Cap	5,912.31																
427	Manor House Renovation	Cap	25,026.27																
470	Summit Pointe TIF	Cap	0.01																
471	The Avenue TIF	Cap	99.05																
472	Macedonia Shoppes TIF	Cap	151.97																
473	Maquire Property TIF	Cap	93.30																
475	Culver's TIF	Cap	141.96																
476	KFC TIF	Cap	91.08																
477	Cleanland TIF	Cap	-																
478	Big Carrot TIF	Cap	-																
479	Peak Nano TIF	Cap	-																
480	Ohio State Waterproofing TIF	Cap	-																
702	Revolving Payroll Funds	Agency	58,242.16																
710	Escrow Deposits	Agency	96,983.86																
711	OBBC Deposits	Agency	120.14																
712	Community Room Deposits	Agency	3,248.75																
714	JEDD Northfield Center	Agency	99,958.68																
715	Mayors Court Bond	Agency	2,584.50																
Totals			11,958,063.19	2,138,655.00	222,618.22	17,200,000.00	61.18%	17,778,724.41	49,298,261.82	49,298,261.82	49,298,261.82	49,298,261.82	49,298,261.82	49,298,261.82	49,298,261.82	49,298,261.82	49,298,261.82	49,298,261.82	49,298,261.82
Total Resources			16,600,000.00	16,600,000.00	16,600,000.00	16,600,000.00	16,600,000.00	16,600,000.00	16,600,000.00	16,600,000.00	16,600,000.00	16,600,000.00	16,600,000.00	16,600,000.00	16,600,000.00	16,600,000.00	16,600,000.00	16,600,000.00	16,600,000.00

CITY OF MACEDONIA
2022 Amended Appropriations
December 8

changes

	Fund #		
Beginning RESTRICTED Unencumbered Cash Balance	all other		6,249,600
Beginning UNRESTRICTED Unencumbered Cash Balance	101-106		<u>5,708,500</u>
	ALL		11,958,100
Revenue and Other Receipts			
Municipal Income Tax Funds (101,105, 204, 205)		12,750,000	
Property Tax	101, 213	2,138,600	
Local Government	101	222,800	
Tax Increment Financing (TIF) Revenue	471-476	82,300	
Safety / Service	280	1,975,000	
Road Program	405	2,432,700	
Other Income Funds (101, 105, 201, 204, 205, 301, 302, 401)		<u>6,063,400</u>	
Total Revenue			25,664,800
Expenses and Other Disbursements			
General	101	14,197,800	
Retirement Reserve	104	50,000	
Refund Program	105	185,100	
Technology Advancement	106	100,000	
Street Construction Maintenance & Repair	201	2,195,000	
Parks & Recreation	204	832,400	
Family Recreation Center	205	1,631,700	
Safety / Service	280	<u>2,374,800</u>	
			(21,566,800)
Trust / Agency Funds (206, 702 - 715) Revenue		658,000	
Trust / Agency Funds (206, 702 - 715) Expense		<u>615,000</u>	43,000
Other Funds (103, 202, 203, 207-267, 422-427, 470) Revenue		<u>1,796,200</u>	
Other Funds (103, 202, 203, 207-267, 422-427, 470, 471-476) Expense		<u>2,965,600</u>	(1,169,400)
Balance available for Debt Service, Capital Improvements, Road Program & Other Costs			2,971,600
Debt Service			
General Bond Retirement	301	1,220,000	
Special Assessment Bond Retirement	302	321,500	
Other Debt	304	<u>1,537,600</u>	
Balance available for Capital Improvements and Other Costs			(3,079,100)
			(107,500)
Capital Improvements			
Departmental & Other Items from Five Year Capital Plan	280 - 401		(701,700)
Road Program			
Road Program & Storm Sewer Maintenance	405	878,000	
Other	405	<u>1,423,100</u>	(2,301,100)
Safety / Service borrowing	280		838,000
Special Assessment borrowing	302		475,000
Special Assessment BAN borrowing	304		<u>580,000</u>
Estimated Unencumbered Cash Increase (Decrease)			<u>(1,217,300)</u>
Ending RESTRICTED Unencumbered Cash Balance - Estimated	all other		5,455,300
Ending UNRESTRICTED Unencumbered Cash Balance - Estimated	101-106		<u>5,285,600</u>
	ALL		<u>10,740,900</u>

ORIGINATOR: ADMINISTRATION

SPONSOR: Tulley

**CITY OF MACEDONIA
RESOLUTION NO. 77 - 2022**

**A RESOLUTION
CONFIRMING THE APPOINTMENT BY THE MAYOR
OF ROBERT H. SCOTT II TO THE CITY OF MACEDONIA BOARD OF ZONING
AND BUILDING CODE APPEALS**

WHEREAS, the Mayor has appointed ROBERT H. SCOTT II to the Board of Zoning and Building Code Appeals to fill an open position and replacing Sue Metzler whose five-year term expired on August 17, 2022, subject to the confirmation of Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Macedonia, County of Summit, State of Ohio, that:

Section 1. That the appointment of ROBERT H. SCOTT II to the City of Macedonia Board of Zoning and Building Code Appeals, to fill the open position with a term ending on August 17, 2022, is hereby confirmed.

Section 2. It is found and determined that all the formal action of this Council concerning and relating to the adoption of the Resolution was adopted in an open meeting of this Council, and that all deliberations of the Council, and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements.

Section 3. Wherefore, this Resolution shall become effective upon its adoption by Council and signature of the Mayor or as otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

ORIGINATOR: ADMINISTRATION

SPONSOR: Ventura

**CITY OF MACEDONIA
ORDINANCE NO. 78 - 2022**

**AN EMERGENCY ORDINANCE
RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
CITY OF MACEDONIA AND THE MACEDONIA FIREFIGHTERS,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 3947
FOR THE YEARS 2023, 2024 AND 2025**

WHEREAS, the City of Macedonia and the City of Macedonia Firefighters, International Association of Firefighters, Local 3947 (“I.A.F.F. Local 3947”) on behalf of the Fire Department members entered into collective bargaining negotiations pursuant to Ohio Revised Code Chapter 4117; and

WHEREAS, the City and I.A.F.F. Local 3947 have reached a tentative agreement subject to ratification by Council; and

WHEREAS, Council believes these agreements are in the best interest of the health, safety, and welfare of all City residents in that they provide for orderly successor collective bargaining agreements.

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

Section 1. That the respective Collective Bargaining Agreements for City of Macedonia Firefighters between the City and I.A.F.F. Local 3947 is hereby and herein ratified as set forth in the document attached hereto and incorporated by reference as Exhibits “A” for the years 2023, 2024, and 2025.

Section 2. That the Mayor is authorized to execute any necessary amended contract documents substantially similar to the attached to accomplish the same.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. Wherefore, this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, convenience and welfare of the City of Macedonia and the inhabitants thereof, for the reason that it provides for the daily operation of municipal departments, and provided it receives the affirmative vote of four (4) or more of the members elected or appointed to this Council, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council



2

AGREEMENT

between

THE CITY OF MACEDONIA, OHIO

and

FIREFIGHTERS LOCAL NO. 3947

January 1, 2023 – December 31, 2025

TABLE OF CONTENTS

PREAMBLE.....5
ARTICLE 1: RECOGNITION AND COVERAGE5
Section 1.01 - Recognition:5
ARTICLE 2: DUES DEDUCTION5
Section 2.01 - Dues Deductions:.....5
Section 2.025
Section 2.035
Section 2.045
ARTICLE 3: UNION SECURITY5
Section 3.015
Section 3.026
Section 3.036
ARTICLE 4: MANAGEMENT RIGHTS6
Section 4.01 - Management Rights:.....6
Section 4.026
ARTICLE 5: SUBCONTRACTING.....6
Section 5.016
ARTICLE 6: UNION ACTIVITIES6
Section 6.01 - Time Off for Union Activities:.....6
Section 6.02 – Non-Discrimination:7
ARTICLE 7: ACCESS TO PREMISES7
Section 7.017
ARTICLE 8: BULLETIN BOARDS7
Section 8.017
ARTICLE 9: GRIEVANCE PROCEDURE7
Section 9.017
Section 9.02 - Procedure:.....8
Section 9.038
Section 9.048
Section 9.058
ARTICLE 10: WORKWEEK8
Section 10.01 - Hours of Work:.....8
Section 10.029
Section 10.039
Section 10.049
Section 10.059
Section 10.069
ARTICLE 11: CALL BACK TIME.....10
Section 11.0110
ARTICLE 12: WAGES10
Section 12.0110
Section 12.0210
Section 12.0310
Section 12.04 - Overtime:.....10

Section 12.05 – Compensation Time Bank:	11
Section 12.06	11
Section 12.07	11
Section 12.08	11
Section 12.09	11
Section 12.10	11
ARTICLE 13: HOLIDAYS.....	12
Section 13.01	12
Section 13.02	12
Section 13.03	12
Section 13.04	13
ARTICLE 14: VACATIONS.....	13
Section 14.01	13
Section 14.02	13
Section 14.03	14
ARTICLE 15: SICK LEAVE.....	14
Section 15.01	14
Section 15.02	14
Section 15.03	14
Section 15.04	14
Section 15.05	14
Section 15.06	15
Section 15.07 – Sick Leave Carryover Options.....	15
ARTICLE 16: FUNERAL LEAVE	16
Section 16.01	16
ARTICLE 17: LEAVE OF ABSENCE / FAMILY MEDICAL LEAVE ACT.....	16
Section 17.01	16
Section 17.02	16
Section 17.03	16
ARTICLE 18: JURY DUTY PAY	16
Section 18.01	16
ARTICLE 19: COURT TIME PAY.....	17
Section 19.01	17
ARTICLE 20: INSURANCE.....	17
Section 20.01	17
Section 20.02	17
Section 20.03	17
Section 20.04	18
Section 20.05	18
Section 20.06	18
ARTICLE 21: UNIFORMS, PROTECTIVE CLOTHING & EQUIPMENT	18
Section 21.01 - Protective Clothing.....	18
Section 21.02	18
Section 21.03	18
Section 21.04	18
Section 21.05	19

ARTICLE 22: REVIEW OF PERSONNEL FOLDER.....	19
Section 22.01	19
ARTICLE 23: LONGEVITY	20
Section 23.01	20
Section 23.02	21
Section 23.03	21
ARTICLE 24: PAY CHECK/PAY STUB	21
Section 24.01	21
ARTICLE 25: MAINTENANCE OF STANDARDS	21
Section 25.01	21
ARTICLE 26: DRUG FREE WORKPLACE.....	21
Section 26.01	21
ARTICLE 27: LABOR MANAGEMENT COMMITTEE.....	22
Section 27.01	22
ARTICLE 28: DAMAGED PERSONAL PROPERTY	22
Section 28.01	22
ARTICLE 29: DURATION OF AGREEMENT	22
Section 29.01	22
Section 29.02	22
APPENDIX A.....	23
APPENDIX B – WAGE TABLE	26

This Agreement is entered into between the City of Macedonia hereinafter referred to as the Employer and the International Association of Fire Fighters Local 3947, hereinafter referred to as the Union.

PREAMBLE

Pursuant to the provisions of Chapter 4117 of the Ohio Revised Code, the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and to promote effective operations.

ARTICLE 1: RECOGNITION AND COVERAGE

Section 1.01 - Recognition:

The employer recognizes the union as the exclusive bargaining representative for all members of the Fire Department, excluding the positions of Fire Chief, Assistant Chief, all clerical and part time employees.

ARTICLE 2: DUES DEDUCTION

Section 2.01 - Dues Deductions:

During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and the regular Monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

Section 2.02

No new authorization forms will be required from employees for whom the Employer is currently deducting dues.

Section 2.03

The initiation fees, dues or assessments so deducted shall be in amounts established by the Union from time to time in accordance with its constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

Section 2.04

A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the Union by the first of each month.

ARTICLE 3: UNION SECURITY

Section 3.01

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards to such matters.

Section 3.02

All employees who voluntarily sign deduction authorization forms shall be required to pay dues to the Union for the duration of the Agreement.

Section 3.03

Any new employee who voluntarily signs a deduction authorization form shall be included by the employer in the accordance with this article.

ARTICLE 4: MANAGEMENT RIGHTS

Section 4.01 - Management Rights:

The management and direction of the affairs of the Employer are retained by the Employer. This includes the selection, transfer, assignment and layoff of the Employees, the exercise of all functions of government granted to the Employer by the laws of the state of Ohio, the determination from time to time as to what services the Employer shall perform, and the size and composition of the work force: provided, however that in the exercise of its rights the Employer shall comply with the terms of this Agreement. The Employer retains all rights except to the extent this Agreement specifically and expressly provides to the contrary.

Section 4.02

This Agreement is subject to all existing or future federal and state laws, rules, regulations when applicable to municipalities and shall be interpreted whenever possible so as to comply fully with such laws and with any judicial decision interpreting them. In the event that any provisions of this Agreement is found to be contrary to law by a court or other authority having jurisdiction, it shall be void, but the remainder of the Agreement shall remain in effect. In the event of a determination of invalidity, the Employer and the Union shall meet and confer within thirty (30) days with respect to a lawful alternative provision.

ARTICLE 5: SUBCONTRACTING

Section 5.01

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the bargaining unit shall be subcontracted out where subcontracting would cause a layoff or reduction in hours of the work week.

ARTICLE 6: UNION ACTIVITIES

Section 6.01 - Time Off for Union Activities:

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights or loss of pay, to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided a forty-eight (48) hours of written notice is given to the Employer by the Union specifying length of time off.

The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to the lack of available employees.

Section 6.02 – Non-Discrimination:

A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination because of age (over age 40), race, sex color, creed, religion, national origin (ethnicity), marital status, political affiliation, sexual orientation, disability, military status, genetic information, Union membership or non-membership.

B. No Discrimination because of Union Activities. Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such conduct of the Employer's business, nor shall there be any discrimination against any employee because of union membership or activities.

ARTICLE 7: ACCESS TO PREMISES

Section 7.01

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collections of dues and ascertaining that there is no interruption of the Employer's working schedule and that the Employer is notified in advance of such visitation, when possible.

ARTICLE 8: BULLETIN BOARDS

Section 8.01

The Employer agrees to provide suitable space for and maintain a bulletin board in each work location. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

ARTICLE 9: GRIEVANCE PROCEDURE

Section 9.01

A grievance is hereby defined as a difference, dispute or complaint between the Union and the Employer or between the employees covered herein and the Employer over the interpretation or application of the contents of this Agreement. An honest and earnest effort will be made to settle the grievance according to the following steps and procedures. All grievances shall be in writing on forms provided by the Union and shall set forth the article or section of the Agreement alleged to have been violated.

For purposes of this Article, a "day" does not include Saturdays, Sundays, or designated City Holidays.

Grievance Form: See - Appendix A

Section 9.02 - Procedure:

All grievances shall be promptly taken up. To be considered, a grievance must be filed at the first step within seven (7) days of its occurrence. When an employee first becomes aware (or in the exercise of diligence should have become aware) of its occurrence at a later date, the grievance may be filed within seven (7) days of such time, but in no case more than thirty (30) days after the occurrence.

Step 1 The grievance shall be taken up with the Assistant Chief. He/she shall render a written decision within seven (7) days. If the answer does not satisfy the grievance, it may be appealed to the Chief. Such appeal shall be taken up within seven (7) days of the answer from the Assistant Chief.

Step 2 The Chief shall convene a meeting within ten (10) days and render a written decision within seven (7) days afterwards. If the answer from the Chief does not satisfy the grievance, it may be appealed to the Mayor within seven (7) days of receiving the answer from the Chief.

Step 3 The Mayor, or his designee, shall hear the grievance within ten (10) days of the appeal from Step 2 and render his written decision within fourteen (14) days from the hearing. If the answer from the Mayor does not satisfy the grievance, the Union may move the grievance to arbitration under the terms of this Agreement by requesting a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS) within ten (10) days of receiving the Step 3 answer. The Union must notify the City in writing of its request for an FMCS panel concurrent with the request.

Section 9.03

The Arbitrator shall be selected by mutual agreement within ten (10) days or by using the alternative striking method from a list of neutrals supplied by the FMCS. The Union shall strike first. The Arbitrator shall conduct the hearing at a time mutually acceptable to both the City and the Union within thirty (30) days of appointment. The hearing will be conducted by the Rules of Voluntary Arbitration of the American Arbitration Association.

Section 9.04

The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and final argument.

Section 9.05

The fees and expenses of the Arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

ARTICLE 10: WORKWEEK

Section 10.01 - Hours of Work:

Members of the Division of Fire, except as hereafter indicated, shall work an average of forty-eight (48) hour week on a twenty-four (24) on duty followed by a forty-eight (48) off duty period.

Section 10.02

Members of the Division of Fire Shall be assigned twenty-one (21) day cycles. Each Cycle will be twenty-one (21) days long and each cycle keeps repeating every twenty-one (21) days. Each shift will have an equal number of personnel. When a member is scheduled to work seven (7) days in a single, twenty-one (21) day cycle, the member will be entitled to one (1) of the seven (7) days off, this day off will be referred to as a Kelly Day. This Kelly Day occurs once every cycle, and no member is to be scheduled to work more than one hundred forty-four (144) hours in any twenty-one (21) day cycle. A Kelly Day shall be selected annually by the member no later than October 15th of the preceding year by rank and then by seniority. This annual Kelly Day selection shall be maintained as each member's Kelly Day for the entire year. Annual shift changes shall be announced on or before October 1st of each year to begin the cycle of the next year, beginning in January.

Section 10.03

The twenty-four (24) hour shift on duty time shall commence at a set time to be determined by the Fire Chief to be the best for the operation of the Fire Department.

Section 10.04

Employees assigned to the Fire Prevention Bureau shall have a regular workweek of forty (40) hours per week. Fire Prevention Inspectors will regularly be assigned to work five (5), eight (8) hour days per week but may request the City's approval to work four (4), ten (10) hour days per week.

Section 10.05

Employees shall have the right to exchange of shifts provided that the exchange of shifts does not require the compensation or accumulation of overtime and prior approval of the exchange is received from the Shift Officer, which approval shall not be unreasonably withheld.

Section 10.06

The words tour of duty, duty day, work day, or shift when used in reference to employees working on a platoon basis, as used in this Agreement, shall refer to a twenty-four (24) hour duty period. For employees assigned to the Fire Prevention Bureau, the words tour of duty, duty day, work day, or shift shall refer to their regular scheduled work day.

Section 10.07

Employees may not work more than forty-eight (48) consecutive hours unless in the case of an ongoing emergency scene or with approval of the Fire Chief.

Section 10.08

With the exception of mandatory overtime shifts occurring on Holidays, a member who is unable to work their mandatory overtime shift may have a member next up on the mandatory overtime list work all or part of his/her mandatory overtime shift. That second member may then use that mandatory overtime shift to move themselves up the mandatory overtime list. If that second member only works a partial mandatory overtime shift and a third member works the remainder of the of the original member's mandatory overtime shift the second and third members will also receive credit for working a mandatory overtime shift and both will move up the mandatory overtime list. No more than two members can work the mandatory overtime shift. The original

member who does not work his/her mandatory overtime shift will retain their position on the mandatory overtime list.

ARTICLE 11: CALL BACK TIME

Section 11.01

Any employee called back to work or called in on a day when he is not scheduled to work shall receive a minimum of two (2) hours pay at the rate of one and one-half (1½) times the normal hourly rate. All other hours actually worked beyond the two (2) hours minimum shall be compensated at one and one-half (1½) times for all hours worked. Any call back occurring within two (2) hours of a previous call back shall be compensated at the one and one-half (1½) rate for hours actually worked only.

ARTICLE 12: WAGES

Section 12.01

Employees included within the bargaining unit shall be paid compensation for work performed in accordance with the Wage Table attached as Appendix B.

Section 12.02

Rank Differential: The position of Lieutenant shall receive thirteen percent (13%) above the Step 5 Fire Fighter base salary or the base salary differential percentage equivalent to that received by the Macedonia police sergeants, whichever is greater.

The job classification of Fire Captain will be compensated at a rank differential of thirteen percent (13%) above the base salary of a Lieutenant.

The position of Fire Prevention Inspector will be paid at a rate that is six and one-half percent (6.5%) above the Step 5 Fire Fighter base salary. A Lieutenant assigned to the Fire Prevention Inspector will continue to receive the Lieutenant Rank Differential set forth above.

Section 12.03

Effective January 1, 2023, the annual bonus of two thousand five hundred dollars (\$2,500.00) received by all State of Ohio certified EMT Paramedics was rolled into the base pay for all job classifications and the separate annual Paramedic certification bonus was eliminated.

Section 12.04 - Overtime:

- A. Any overtime hours worked by employees shall be compensated at a rate of one and one-half (1½) the normal rate of pay for each hour worked. Said compensation shall include all bonus payments (i.e. Paramedic Bonus, Longevity etc.) and be payable on a basis of two thousand eighty (2,080) hours per year.
- B. Officers and Officers in Charge (assigned as set forth in Section 12.09 below) shall be given fifteen (15) minutes of overtime per assigned shift to complete the daily briefing as such time is determined by the Fire Chief or his/her designee.

Section 12.05 – Compensation Time Bank:

Members earning overtime compensation shall have the option of receiving cash for said time or banking their time in their compensation time bank at the rate of time and one-half (1½) for each hour worked.

Section 12.06

The maximum hours employees may bank in their compensation time bank shall be two hundred forty (240) hours. All overtime after the employees compensation time reaches two hundred forty (240) hours must be paid in cash in compliance with this contract and the Fair Labor Standards Act.

Section 12.07

Employees may elect to “cash out” accumulated compensatory time during any payroll period of each month.

Section 12.08

All part-time firefighters, with a minimum of one (1) year of current service with the City of Macedonia Fire Department, shall serve their full-time probation at Step 2 of the wage table if they have worked at least one thousand two hundred and thirty-nine (1,239) hours the previous twelve (12) consecutive calendar months.

Section 12.09

Officer In Charge Pay (OIC): If a Fire Fighter is placed in charge of his/her shift, in the absence of the Fire Lieutenant and/or Shift Officer, he/she will be compensated an additional two dollars (\$2.00) per hour in that capacity. The Kelly Day will not constitute an interruption in consecutive shift hours.

Section 12.10

Bargaining unit members with a valid Fire Instructor, EMS continuing education Instructor or Fire Inspector certification will receive an annual stipend of five hundred dollars (\$500.00) per certification.

Section 12.11

Educational Degree Compensation

An employee who obtains a job-related college degree will receive a one-time payment after completion of the degree in the amounts set forth below:

- A. Master’s Degree One thousand dollars (\$1,000.00)
- B. Bachelor’s Degree Seven hundred and fifty dollars (\$750.00)
- C. Associate’s Degree Five hundred dollars (\$500.00)

Employees who obtain more than one college degree are entitled only to a total payment for the highest degree obtained (For example, an employee who obtains a job-related Associate’s Degree will received a one-time payment of five hundred dollars (\$500.00). If that same employee later obtains a job-related Bachelor’s Degree he/she will receive an additional payment of two hundred and fifty dollars (\$250)). The City and the Union will mutually agree on the types of degrees

which are “job related.” In order to be eligible for this payment, an employee must be employed with the City for the entire calendar year in which he/she completes the degree.

Section 12.12 – Field Training Officer Stipend

Firefighters who are designated to serve as Field Training Officers (FTO) will be paid a premium of one (1) hour of pay at their overtime rate per shift on days on which they do training. They shall receive a five-hundred-dollar (\$500.00) stipend annually for attending a minimum four (4) hour update on the field training officer program. There will be no more than eight (8) FTOs designated, including two (2) officers, who will serve as FTOs at the discretion of the Fire Chief.

ARTICLE 13: HOLIDAYS

Section 13.01

The following days shall be observed as holidays by all forty (40) hour employees in the bargaining unit.

New Years Day	Labor Day
Columbus Day	Presidents Day
Thanksgiving Day	Good Friday
Day after Thanksgiving*	Memorial Day
Christmas Day	Independence Day
Employee’s Birthday	1 Floating Holiday
Martin Luther King Day	Juneteenth

*The City and the Union agree and acknowledge that the Day after Thanksgiving Holiday is in lieu of the Veterans Day Holiday.

Section 13.02

All employees working a forty-eight (48) hour workweek shall be credited annually on January 1st of each year one hundred and ninety-two (192) hours of holiday time in lieu of the aforementioned holidays. All members working a forty (40) hour week shall receive the holiday on the date of the holiday, or such other time as approved by the Chief. When any of the holidays named above fall on a weekend, the general day shall be observed.

Section 13.03

All fire personnel, which the majority of their shift falls on one of the following holidays will receive payment of a rate of one and one half (1½) hour pay for the entire scheduled shift if worked or for each hour worked of the shift up to twenty-four (24) hours.

New Year’s Day	Memorial Day
Thanksgiving Day	Christmas Day
Columbus Day	Easter Sunday
Good Friday	Labor Day

President's Day	Independence Day
Martin Luther King Day	Juneteenth

Section 13.04

Effective upon ratification of this Agreement, Fire personnel who are mandated to work overtime on a Holiday as identified in Section 13.03 shall be compensated at a rate of two (2) times the normal pay rate. Any mandated overtime work on a day that is not identified as a Holiday shall receive a rate of one and one-half (1½) the normal rate of pay.

ARTICLE 14: VACATIONS

Section 14.01

The vacation schedule for regular employees shall be as follows:

<u>Length of service</u>	<u>40 hour employees</u>	<u>Shift employees</u>
Less than one (1) year continuous	0 hours	0 shifts
One (1) but less than six (6) years of service	80 hours	4 shifts/96 hours
Six (6) but less than eleven (11) years of service	120 hours	6 shifts/144 hours
Eleven (11) but less than sixteen (16) years of service	160 hours	8 shifts/192 hours
Sixteen (16) or more years of service	200 hours	10 shifts/240 hours

Section 14.02

Vacation and Holiday time off will be requested and considered in order of rank, then seniority. Vacation and Holiday selections for the following calendar year will begin on November 1st and will continue until November 15th. All selections will be in twenty-four (24) hour increments and only include vacation and Holiday selections, not compensatory time selections. There will be two (2) rounds of selections during which each member must make a reasonable effort to quickly and concisely submit their requests and notify their scheduling officer as follows:

- First Round: The first week of November selections will be by rank then by seniority and each member will select two (2) consecutive twenty-four (24) hour shifts of time anywhere on the schedule except Holidays (an Earned Day Off or Kelly Day can be in the middle of the consecutive days).
- Second Round: The second week of November selections will be by rank then by seniority and each member may select their remaining vacations and Holidays as available.

After November 15th, any member still having Holiday or vacation time may select on a first-come-first-served basis. Members selecting after November 15th may not bump less senior members who have already selected a day.

Any member wishing to cancel a vacation or Holiday selection may do so with the approval of the Fire Chief or his/her designee and may reschedule the cancelled vacation or Holiday for another open date on the calendar per the provisions of this Section.

Section 14.03

Part-time service shall be included on a two (2) to one (1) basis along with full-time service for the calculation of seniority. In the event of a tie full-time service shall serve as the tie breaker.

Section 14.04 – Vacation Buyback

Any bargaining unit member may submit a request to the City to buy back one (1) week of vacation per calendar year no later than December 1st. One (1) week of vacation is defined as forty-eight hours for employees assigned to a twenty-four (24) hour shift. For all other employees, one (1) week of vacation is defined as forty (40) hours. To be eligible to request the buy back of vacation a member must be entitled to at least three (3) weeks of vacation per year under Article 14 of this Agreement.

ARTICLE 15: SICK LEAVE

Section 15.01

Sick leave with pay shall accrue at a rate of fifteen (15) hours per month, for a total of one hundred eighty (180) hours per year and shall accumulate without limit.

Section 15.02

Sick leave shall be granted to members upon approval of the supervisor for the following reasons:

- a. Illness or injury of the member, or a member of the immediate family.
- b. Medical, Dental or Optical examination or treatment of a member or members of his/her family.
- c. If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the member of the bargaining unit; or when through exposure to contagious disease, the presence of the member of the bargaining unit at his job would jeopardize the health of others.

Section 15.03

Definition of immediate family: grandparents, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, legal guardian or other person who stands in place of parent (in loco parentis).

Section 15.04

An employee, at the time of retirement or disability retirement from active service with the Municipality, or at his/her death, shall be paid, in cash, fifty percent (50%) of the value of his/her accrued but unused sick leave to a maximum of six hundred twenty (620) hours. Such payment shall be based on the employee's rate of payment at the time of retirement or death, and shall be made only once to an employee, or his/her heirs.

Section 15.05

Sick time incentive. Any employee who does not use any sick leave within a calendar quarter, shall receive eight (8) hours of compensatory time for that quarter.

Section 15.06

An employee who has accumulated sick leave may, at his/her discretion, donate up to forty-eight (48) hours of accumulated sick leave time to another employee who has used his/her sick leave for an extended illness or injury. An employee who does not have two hundred and forty (240) sick hours accumulated cannot donate time to another employee. The recipient must exhaust all their available paid time before using any donated sick hours. In any given pay period, a recipient may receive only ninety-six (96) hours of donated sick leave if the recipient works a forty-eight (48) hour workweek and only eighty (80) hours of donated sick leave if the recipient works a forty (40) hour workweek. Hours will be converted by dividing the recipient's wage by donor's wage and multiplying the result by the number of hours donated. Any fractional hours will be dropped to convert to whole hours only.

Section 15.07 – Sick Leave Carryover Options.

With approval of the Mayor, a bargaining unit member who is credited with sick leave may elect one of the following options with respect to sick leave credit of over nine hundred sixty (960) hours remaining at the end of the year:

- A. Carry forward the balance.
- B. Receive a cash benefit. The cash benefit shall equal one-half (½) hour of the employee's base rate of pay for every one (1) hour of unused credit that is converted. The balance of unused sick leave shall not go below the nine hundred sixty (960) hour limit. The maximum number of hours which can be "cashed out" will not exceed one hundred fifty (150) hours per year.
- C. Carry forward a portion of the balance and receive a cash benefit for the remainder. The cash benefit shall be calculated in the same manner as specified in A and B above.
- D. The Mayor shall establish the procedures to allow employees to indicate the option that will be selected. Included within the procedures shall be the final date by which notification is to be made to the Mayor concerning the option selected. Failure to comply with the date will result in the automatic carry forward of unused balances.
- E. Cash benefits will be paid the same pay period that includes the last day of December.
- F. Balances carried forward are excluded from further cash benefits provided under this section.
- G. An employee who separates during the year shall not be eligible for cash benefits provided under this section.

Section 15.08 – Excessive Absenteeism

Members are expected to be present for work on their scheduled day unless calling off due to illness or injury to themselves or a member of their immediate family. Members working the average forty-eight (48) hour workweek of twenty-four (24) hours on duty followed by a forty-eight (48) hours off duty shall not be disciplined for excessive absenteeism until they have accumulated one hundred and twenty (120) hours of sick leave use in any twelve (12) month period.

ARTICLE 16: FUNERAL LEAVE

Section 16.01

In the event of a death in the immediate family of an employee, the employee shall be granted two (2) twenty-four (24) hour tour leaves of absence with full pay to make household adjustments or to attend funeral services. Tour leaves have to be consecutive days. If the employee requests extra days under this article because of unusual circumstances (i.e. distance), the Fire Chief may grant up to one (1) additional twenty-four (24) hour tour leave absence. For the purpose of this section, immediate family is defined to include spouse, parents, parents-in-law, step parent, child, step child, brother, sister, grandparents, grandparents-in-law, grandchild, half-brother, half-sister, sister-in-law, brother-in-law, (spouse's siblings or sibling's spouse), aunt or uncle, niece or nephew.

ARTICLE 17: LEAVE OF ABSENCE / FAMILY MEDICAL LEAVE ACT

Section 17.01

Any employee desiring leave of absence from his employment shall secure written permission from the employer. The maximum leave of absence shall be at the employer's discretion but such discretion shall not be unreasonably exercised. Full seniority rights shall be maintained during a leave of absence.

Section 17.02

The City and Union agree and acknowledge that the provision of the Family and Medical Leave Act of 1993 and all subsequent amendments are applicable to all members of the bargaining unit. The City and the Union will adhere to regulations of the Family Medical and Leave Act ("FMLA") as interpreted by the Department of Labor, the Federal agency enforcing the FMLA. The City may adopt reasonable policies with regards to the administration of FMLA. Employees may grieve any unreasonable policy and any determination made by the City that violates the employee's rights under the Act in lieu of the filing complaint with the Secretary of Labor or filing suit.

Section 17.03

Whereas an employee who is eligible for leave under the FMLA, has forty-eight (48) hours or less of sick leave remaining, the employee may elect to take unpaid leave under the FMLA rather than exhaust the remaining leave.

ARTICLE 18: JURY DUTY PAY

Section 18.01

In the event that an employee loses all or part of his/her time on account of jury services, the Employer shall pay such employee an amount sufficient to guarantee no loss of wages on account of such absence from work. Employees must pay to the City any compensation they receive for jury service within five (5) business days of receipt.

In accordance with the foregoing, a forty-eight (48) hour employee called for jury duty on the day

after his/her scheduled shift will be excused without loss of pay from 1900 on the night before his/her jury duty until 0700 of the day of his/her jury duty. If a forty-eight (48) hour employee reports for jury duty on a regularly scheduled shift day and is not recalled to jury duty for the next day, he/she must return to duty no later than 1900 on that same regularly scheduled shift day.

ARTICLE 19: COURT TIME PAY

Section 19.01

Any employee covered by this Agreement who is required by the City to attend Court outside of his/her regular work shift shall receive a minimum of four (4) hours pay at his/her applicable hourly rate for such attendance. No court time shall be allowed to any such employee who has been notified that his/her presence is not needed, prior to the end of his/her shift, on the day preceding a scheduled Court appearance. If he/she is required to stay in attendance at such Court for more than four (4) hours, in any one (1) day, he/she shall be paid for the actual hours spent that day. Provided, however, that any and all fees, compensation or allowances, to which any employee, is or would be entitled to, for such court time, as provided for by statute or court order, shall be turned over and paid to the City, and not retained by the employee. No such Court time shall be considered overtime in computing his/her regular hourly rate.

ARTICLE 20: INSURANCE

Section 20.01

The Employer will continue to provide the same or comparable insurance programs in effect and attached hereto, on the date of the execution of this Agreement.

Section 20.02

The Employer will provide prescription drug coverage to all employee's covered under this Agreement and all of their eligible dependents. See Section 20.03 for further details.

Section 20.03

Effective January 1, 2017, the City's contribution for employee health insurance shall be ninety-five percent (95%) of the total monthly premium for employees who have obtained gold or platinum status in the wellness program the preceding year. Effective January 1, 2017, contributions for employee health insurance shall be ninety percent (90%) of the total monthly premium for employees who have not obtained at least gold status in the Wellness program the preceding year. The remaining share of the monthly premium shall be deducted from enrolled employees via bi-weekly payroll deduction.

Effective January 1, 2021, employees who have obtained gold or platinum status in the Wellness program the preceding year will pay six and twenty-five one hundredths percent (6.25%) of the total monthly premium. Effective January 1, 2021, employees who have not obtained at least gold status in the Wellness program the preceding year will pay twelve and five tenths percent (12.5%) of the total monthly premium.

Effective January 1, 2022, employees who have obtained gold or platinum status in the Wellness

program the preceding year will pay seven and five tenths percent (7.5%) of the total monthly premium. Effective January 1, 2022, employees who have not obtained at least gold status in the Wellness program the preceding year will pay fifteen percent (15%) of the total monthly premium.

Section 20.04

The City shall make monthly premium contributions for employees on active payroll, employees on paid leave, employees on workers compensation leave and employees on designated FMLA. Employees not covered by this provision will need to make arrangements with the Finance Department to pay the entire monthly premium five (5) days prior to the start of the month. Failure to do so will result in termination of City provided health care benefits and a notice of COBRA shall be issued.

Section 20.05

In exchange for an increased annual dental maximum of one thousand five hundred dollars (\$1,500.00) per employee deductions for single dental coverage will be one dollar (\$1.00) per pay and employee deductions for family coverage will be two dollars and fifty cents (\$2.50) per pay.

Section 20.06

Each bargaining unit shall appoint up to two (2) representatives to the Health Care Cost Containment Committee. The City shall appoint up to two (2) representatives for non-union employees (not including support staff required for facilitating the work of the committee.) In addition, the Mayor and up to two (2) members of City Council shall sit on the committee. The committee will meet as necessary, but not less than annually, to review costs associated with all medical insurance policies and identify methods for controlling cost.

ARTICLE 21: UNIFORMS, PROTECTIVE CLOTHING & EQUIPMENT

Section 21.01 - Protective Clothing

The Employer shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing and other protective equipment, such as personal alarm devices, or personal floatation devices, necessary to preserve and protect the safety and health of the Fire Fighters.

Section 21.02

All protective clothing and equipment shall meet the standard, whether existing or promulgated during the term of this Agreement that provides the highest level of worker protection from among federal, state, provincial, or voluntary consensus standards.

Section 21.03

Only personnel who have been trained and certified by the manufacturer or applicable federal agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.

Section 21.04

Effective January 1, 2023, each full-time member of the Fire Department is entitled to an

allowance in the amount of one thousand dollars three hundred dollars (\$1,300.00) annually for the payment towards approved uniforms: three hundred dollars (\$300.00) shall be paid directly to each bargaining unit member and up to one thousand dollars (\$1,000.00) may be added to the member's uniform account. The uniform account shall never exceed one thousand dollars (\$1,000.00).

Section 21.05

All new full-time bargaining unit members shall be provided regulation uniforms as required by the Fire Chief and shall consist of the following items:

Complete Class "A":

- One (1) long sleeved shirt
- One (1) short sleeved shirt
- One (1) pair of trousers
- One (1) blouse coat
- One (1) pair of dress shoes
- One (1) hat
- One (1) tie
- One (1) belt

Class "C"

- Five (5) tee-shirts
- Three (3) short sleeved polo shirts
- Two (2) long sleeved polo shirts
- Two (2) job shirts
- One (1) ball cap
- One (1) Winter hat
- Three (3) pair of EMS trousers
- One (1) Winter coat
- One (1) belt
- One (1) pair of duty boots

The above items are in lieu of the clothing allowance contained in Section 21.04 of this Article for the first two (2) years of employment. New full-time employees shall receive the clothing allowance contained in Section 21.04 in January of the third calendar year of employment.

Newly hired employees who separate from City employment for any reason within three (3) years of the date of hire will be required to reimburse the City for all costs of initial uniforms provided under this section and the City may deduct those costs from any final payments due to the employee in accordance with the law.

ARTICLE 22: REVIEW OF PERSONNEL FOLDER

Section 22.01

Members of the bargaining unit shall be allowed to review their personnel folder at any reasonable time upon request. If a member, upon examining his/her personnel folder has reason to believe

that there are inaccuracies in those documents to which the member has access; the member may write a letter to the Employer explaining the alleged inaccuracy. This letter shall become part of the personnel folder.

ARTICLE 23: LONGEVITY

Section 23.01

All full-time fire fighters of the City of Macedonia shall receive a longevity stipend for his/her years of service in accordance with the following schedule:

<u>Years of Service:</u>	<u>Stipend:</u>
3	\$400.00
4	450.00
5	500.00
6	550.00
7	600.00
8	650.00
9	700.00
10	1000.00
11	1000.00
12	1000.00
13	1000.00
14	1000.00
15	1250.00
16	1250.00
17	1250.00
18	1250.00
19	1250.00
20	1500.00
21	1500.00
22	1500.00
23	1500.00
24	1500.00
25	1750.00
26	1750.00

27	1750.00
28	1750.00
29	1750.00
30+	2000.00

Section 23.02

Longevity payments shall be made in the amounts contained in the above schedule, minus all deductions required by law, in a separate check on the payroll following the anniversary date.

Section 23.03

In the event of a death of a member, the estate of said member shall be the prorated share of his/her earned longevity stipend. Any member leaving for retirement shall receive the prorated portion of their longevity payment based upon the date of leaving.

ARTICLE 24: PAY CHECK/PAY STUB

Section 24.01

The Employer shall continue to pay employees on Friday of every other week.

ARTICLE 25: MAINTENANCE OF STANDARDS

Section 25.01

The Employer agrees that all conditions of employment relating to wages, hours of work, and all other general working conditions, including job classification, shall be maintained at not less than the highest standard in effect at the signing of this Agreement and shall not be changed or discontinued except by agreement between the Employer and the Union. It is further agreed that any rights, privileges or benefits with respect to wages, hours of work and other general working conditions previously enjoyed or at the present being enjoyed by the employee's herein shall not be changed or discontinued except by the agreement between the Employer and the Union. All rights, benefits and privileges established by ordinance, statute or any other law not specifically changed or altered herein, shall remain in full force and effect.

ARTICLE 26: DRUG FREE WORKPLACE

Section 26.01

The City shall form a Drug Free Workplace Committee. The committee shall meet to develop a random drug testing program, prior to July 1, 2005, that requires a minimum twenty-five percent (25%) random drug testing pool, employee education and supervisor training.

The Drug Free Workplace Committee shall meet at least annually to review the Drug Free Workplace program.

ARTICLE 27: LABOR MANAGEMENT COMMITTEE

Section 27.01

Effective in 2021, the City and the Union will convene a Labor Management Committee (“LMC”) comprised of up to two (2) bargaining unit members appointed by the Union and up to two (2) members of the Fire administration. The LMC will meet at least quarterly or on a mutually agreeable date at the request of either party. The LMC will discuss matters of mutual concern to the parties and, at least five (5) business days prior to a scheduled LMC meeting, the parties will agree on a written agenda of items to be discussed.

ARTICLE 28: DAMAGED PERSONAL PROPERTY

Section 28.01

Any items of personal property, including but not limited to watches, eyeglasses, contact lenses, or dentures, which are lost or damaged in the performance of official duties, shall be reimbursed to the affected member of this bargaining unit at their current replacement cost not to exceed five hundred dollars (\$500.00) per incident subject to review and confirmation of the incident by the Fire Chief and Mayor.

ARTICLE 29: DURATION OF AGREEMENT

Section 29.01

Unless otherwise set forth herein, this Agreement shall be effective as of January 1, 2023 and shall remain in full force and effect until December 31, 2025 unless otherwise terminated as provided herein.

Section 29.02

If either party desires to modify, amend to terminate this Agreement, it shall give written notice of such intent in accordance to the Ohio Revised Code. Such notice shall be by electronic mail with receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on this ____ day of _____, 2022

FOR THE EMPLOYER

FOR THE UNION

Nicholas Molnar, Mayor

FF. David Aberth, President

_____ Witness

FF. Tim Best, Treasurer

APPENDIX A



Macedonia Career Firefighters

**P.O. Box 212
Macedonia, Ohio
330-467-6120**

Local 3947 GRIEVANCE FORM

Article 9: Section 9.01

A grievance is hereby defined as a difference, dispute or complaint between the Union and the Employer or between the employees covered herein and the Employer over the interpretation or application of the contents of the agreement. An honest and earnest effort will be made to settle the grievance according to the following steps and procedures. All grievances shall be in writing on forms provided by the Union, and shall set forth the articles or section of agreement alleged to have violated. For purposes of this Article, a "day" does not include Saturdays, Sundays, or designated City Holidays

Date: _____

Grievant(s) Name: _____

Employee Classification: _____

Immediate Supervisor: _____

Union Steward Name: _____ Phone #: _____

Grievance Type:

___ Issue, ___ Discipline, ___ Removal

Contract article(s) allegedly violated: _____

Statement of Facts: (who, what, where, when?)

Remedy Sought:

Signature: _____ Date: _____
(Grievant or Union Representative)

Step 1: Assistant Chief

The grievance shall be taken up with the Assistant Chief. Upon request of either, the Union official shall be present. The Assistant Chief shall render a written decision within seven (7) days.

Date received: _____ Date discussed: _____ Date responded: _____
(7 days) (7 days)

Response by Assistant Chief:

Signature: _____ Date: _____
(Assistant Chief)

Step 2: Fire Chief

In the event that the decision of the Assistant Chief is not acceptable to the grievant, within seven (7) working days, file an appeal with the Fire Chief.

Date received: _____
(7 days)

The Chief shall convene a meeting within ten (10) days and render a written decision within seven (7) days. If the answer from the Chief does not satisfy the grievance, it may be appealed to the Mayor within seven (7) days of receiving the answer from the Chief.

Date discussed: _____ Date responded: _____
(10 days) (7 days)

Response by Fire Chief:

Signature: _____ Date: _____
(Fire Chief)

Step 3: Mayor

The Mayor, or his designee, shall hear the grievance within (10) days of the appeal from Step 2 and render his decision within fourteen (14) days from the hearing.

Date received: _____ Date discussed: _____ Date responded: _____
(7 days) (10 days) (14 days)

Response by Mayor:

Signature: _____ Date: _____
(Mayor)

Appeal to Arbitration

If the answer issued by the Mayor does not satisfy the grievance, the Union may move the grievance to arbitration by requesting a panel of arbitrators from the Federal Mediation and Conciliation Service within ten (10) days of receiving the answer from Step 3.

Date of FMCS panel request: _____ Date received by City: _____

APPENDIX B – WAGE TABLE

	Jan. 1, 2023 – 4%	Jan. 1, 2024 – 3%	Jan. 1, 2025 – 3%
Step 1 - Probation to 12th Month	\$59,520.39	\$61,306.00	\$63,145.18
Step 2 - 13th Month	\$64,385.23	\$66,316.79	\$68,306.29
Step 3 - 25th Month	\$70,303.25	\$72,412.35	\$74,584.72
Step 4 - 37th Month	\$75,545.79	\$77,812.16	\$80,146.52
Step 5 - 61st Month	\$78,432.37	\$80,785.34	\$83,208.90
Fire Prevention Inspector	\$83,530.47	\$86,036.39	\$88,617.48
Fire Lieutenant	\$88,628.58	\$91,287.43	\$94,026.06
Fire Captain	\$100,150.29	\$103,154.80	\$106,249.44

ORIGINATOR: ADMINISTRATION

SPONSOR: Garvas

**CITY OF MACEDONIA
ORDINANCE NO. 79 - 2022**

**AN EMERGENCY ORDINANCE
ESTABLISHING THE COMPENSATION SCHEDULE FOR THE NON-UNION
CITY EMPLOYEES OF MACEDONIA EFFECTIVE JANUARY 1, 2023**

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

Section 1. That effective January 1, 2023 the following employees which are exempt from the collective bargaining units, shall be assigned to the designated paygrades. Where the ranges of pay are specified below in Sections 1 through 4, the Mayor shall determine the specific salary or wage applicable, which compensation shall be within the given paygrade unless expressly authorized by Council:

Position	Paygrade	Number of Staff
Mayor's Office		
Mayor	1% above midpoint of Paygrade 13**	1
Administrative Executive - To the Mayor	9	1
Director of Information Technology (exempt)	12	1
Human Resource Director (exempt)	12	1
Human Resource/Payroll Specialist	8	1
*Clerk of Courts	8	1
*Deputy Clerk of Courts	5	1

Finance Department		
Finance Director (exempt)	13	1
Deputy Director (exempt)	10	1
Accounts Receivable Administrator	6	1
*Accounts Payable Administrator	6	1
Part-Time Clerk	3	As Needed

Council

Members of Council	MES to earn full year credit	5
Clerk of Council	7	1

Parks and Recreation Department

Recreation Director (exempt)	12	1
Recreational Supervisor – Aquatics & Fitness (exempt)	10	1
Head Lifeguard	4	As Needed
Swimming Instructor	4	As Needed
Head Swim Coach	3	As Needed
Lifeguard	3	As Needed
Assistant Swim Coach	2	As Needed
Recreation Supervisor – Sports & Programs (exempt)	10	1
Rec Leader	2	As Needed
Head Camp Counselor	2	As Needed
Camp Counselor	2	As Needed
Recreation Coordinator – Marketing & Special Events	6	1
Fitness Supervisor	2	As Needed
Fitness Attendant	1	As Needed
Customer Service Specialist	3	2
Lead Customer Service Representative	3	As Needed
Customer Service Representative	1	As Needed
Child Care Representative	1	As Needed
*Administrative Assistant	6	1
Recreation Supervisor - Facilities & Membership (exempt)	10	1
Concessions Service Worker	1	As Needed

Public Service Department

Director of Public Service (exempt)	12	1
Public Service Supervisor	9	2
Administrative Assistant	6	2
Seasonal Maintenance	2	As Needed
Maintenance - P/T	2	As Needed
Custodian	3	2

Building Department

Chief Building Commissioner (exempt)	13	1
Assistant Building Commissioner (exempt)	10	1
Zoning Inspector	9	1
Permit Technician	7	1

Administrative Assistant	6	42
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Police Department

Chief (exempt)	14	1
Lieutenant (exempt)	12	1
Administrative Assistant/Dispatch Supervisor	8	1
Corrections Officer	5	1
Corrections Officer - P/T	5	As Needed
Dispatchers - P/T	7	As Needed
Certified School Resource Officer – P/T	8	1

Fire Department

Chief (exempt)	14	1
Assistant Fire Chief	12	1
*Part-time Fire Inspector	8	1
Administrative Assistant/Senior Coordinator	7	1
Firefighter/Rescue - P/T	6	As Needed
Clerk	3	1
Seasonal Maintenance	2	As Needed

Section 2. That as of the effective dates listed for each table below, the following paygrades shall be implemented for all non-bargaining employees.

Compensation Range Table – Effective January 1, 2023			
	Minimum	Midpoint	Maximum
Paygrade 1	Minimum Wage	11.76	14.87
Paygrade 2	Minimum Wage	12.67	16.79
Paygrade 3	11.48	13.96	18.96
Paygrade 4	12.97	15.78	21.46
Paygrade 5	14.69	17.82	24.22
Paygrade 6	16.58	20.11	27.92
Paygrade 7	18.73	22.76	31.55
Paygrade 8	21.17	25.73	35.65
Paygrade 9	23.93	30.73	42.10
Paygrade 10	56,228.82	68,284.94	87,816.41

Bi-weekly Rate	2,162.65	2,626.34	3,377.55
Paygrade 11	63,513.92	77,130.42	99,213.30
Bi-weekly Rate	2,442.84	2,966.55	3,815.90
Paygrade 12	71,780.11	87,179.11	112,099.02
Bi-weekly Rate	2,760.77	3,353.04	4,311.50
Paygrade 13	81,137.47	98,480.77	126,665.13
Bi-weekly Rate	3,120.67	3,787.72	4,871.74
Paygrade 14	91,669.64	111,318.89	143,168.03
Bi-weekly Rate	3,525.76	4,281.50	5,506.46

Compensation Range Table – Effective January 1, 2024			
	Minimum	Midpoint	Maximum
Paygrade 1	Minimum Wage	12.12	15.32
Paygrade 2	Minimum Wage	13.05	17.29
Paygrade 3	11.83	14.38	19.53
Paygrade 4	13.36	16.25	22.10
Paygrade 5	15.13	18.35	24.95
Paygrade 6	17.08	20.72	28.76
Paygrade 7	19.29	23.44	32.49
Paygrade 8	21.80	26.50	36.72
Paygrade 9	24.65	31.66	43.36
Paygrade 10	57,915.68	70,333.49	90,450.91
Bi-weekly Rate	2,227.53	2,705.13	3,478.88
Paygrade 11	65,419.34	79,444.34	102,189.69
Bi-weekly Rate	2,516.13	3,055.55	3,930.37
Paygrade 12	73,933.52	89,794.49	115,461.99
Bi-weekly Rate	2,843.60	3,453.63	4,440.85
Paygrade 13	83,571.60	101,435.20	130,465.08
Bi-weekly Rate	3,214.29	3,901.35	5,017.89
Paygrade 14	94,419.73	114,658.45	147,463.07

Bi-weekly Rate	3,631.53	4,409.94	5,671.66
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Compensation Range Table – Effective January 1, 2025			
	Minimum	Midpoint	Maximum
Paygrade 1	Minimum Wage	12.48	15.78
Paygrade 2	Minimum Wage	13.44	17.81
Paygrade 3	12.18	14.81	20.12
Paygrade 4	13.76	16.74	22.77
Paygrade 5	15.58	18.90	25.70
Paygrade 6	17.59	21.34	29.62
Paygrade 7	19.87	24.14	33.47
Paygrade 8	22.46	27.30	37.82
Paygrade 9	25.39	32.61	44.67
Paygrade 10	59,653.16	72,443.50	93,164.43
Bi-weekly Rate	2,294.35	2,786.29	3,583.25
Paygrade 11	67,381.92	81,827.67	105,255.39
Bi-weekly Rate	2,591.61	3,147.22	4,048.28
Paygrade 12	76,151.52	92,488.32	118,925.85
Bi-weekly Rate	2,928.90	3,557.24	4,574.07
Paygrade 13	86,078.74	104,478.25	134,379.03
Bi-weekly Rate	3,310.72	4,018.39	5,168.42
Paygrade 14	97,252.33	118,098.21	151,886.97
Bi-weekly Rate	3,740.47	4,542.24	5,841.81

NOTES:

Positions listed in paygrades 1-4 are part-time.

Positions with an (*) may be subject to part-time hours.

**The salary of the Mayor shall be 1% above the "midpoint: of Paygrade 13 identified in Section 2 of this Ordinance as of November 30, immediately preceding the start of a mayoral term of office, beginning with and continuing after the mayoral term commencing December 1,2019.

Positions listed in Paygrade 9 and lower are non-exempt in accordance with the FLSA and shall be compensated at an hourly rate.

Positions listed in Paygrade 10 and above are exempt in accordance with the FLSA and shall be compensated based on a standard 40-hour week.

All Part-time Firefighter/Rescue employees authorized to work holidays shall be paid overtime.

Section 3. The following certification bonuses will be paid to eligible positions and will be cumulative to the employee’s base hourly rate. Base hourly rate plus certification bonuses may exceed the maximum for the base hourly range.

	<u>2023</u>	<u>2024</u>	<u>2025</u>
<u>Part-time Firefighter/Rescue Certification Incentives</u>			
Basic Driver 3rd class Engineer	.47	.48	.50
Advance Driver 2nd class Engineer	.80	.82	.85
Advance Driver 1st class Engineer	.80	.82	.85
Fire Training (240 hour)	.47	.48	.50
EMT - Advanced	1.92	1.98	2.04
EMT - Paramedic	1.94	2.00	2.06

Dispatcher Certification Incentives (cumulative)

LEADS Certification	2.50	2.50	2.50
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Section 4. The following employees are paid as indicated by retainer, hourly rate or annual contract.

Law Department

Law Director (annual retainer)	45,000.00
Law Department Supportive Services (contract, not payroll)	30,000.00
(hourly rate)	128.65
Prosecutor (annual retainer)	54,648.42
(hourly rate)	128.65
Magistrate (hourly rate)	85.10

Building Department

Staff Engineer	
(hourly rate)	48.87

Section 5. Aquatic Fitness Instructors, Land Fitness Instructors and Specialty Instructors shall continue to be paid as independent contractors on a per class or per session basis. That the Director of Parks and Recreation shall be authorized to enter into contracts for the purpose of providing fitness and specialty programming at rates competitive with the rates being offered by

surrounding communities for similar programming instructors. Those instructors shall continue to be paid according to applicable ordinances.

Section 6. That the Mayor is authorized to implement annual merit raises to non-bargaining employees. Any merit increases given under this section shall not place the employee higher than the maximum for the employee's paygrade. All merit increases given under prior ordinances before adoption of this ordinance shall remain in effect.

Section 7. That the rates of compensation previously established for employee positions not specifically named herein, shall continue and remain unchanged. Where ranges of pay are specified herein for employee positions, rates of pay established by prior ordinances shall apply until the Mayor fixes the specified salary as described in Sections 1 through 6 hereof. To such extent, all prior ordinances and resolutions consistent herewith are hereby ratified and confirmed. In all other respects, all prior ordinances or resolutions or parts thereof inconsistent herewith be and the same are hereby repealed.

Section 8. It is found and determined that all formal action of this Council and concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 9. Wherefore, this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, convenience and welfare of the City of Macedonia and the inhabitants thereof, for the reason that it involves the daily operation of various municipal departments and provided it receives the affirmative vote of three (3) or more of the members elected or appointed to this Council, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____

Nicholas Molnar

ATTEST: _____

Jon Hoover, Clerk of Council