



January 24, 2023

TO: Council Members
Mayor Molnar
Directors
Staff
Media

From: Clerk of Council

RE: **AGENDA – Work Session & Regular Meeting: Thursday, January 26, 2023**
“Council Office Hours” with Council President Brandt: 6:30pm
Work Session: 7:00pm
Council Meeting: 7:30pm

I. ROLL CALL

II. PLEDGE OF ALLEGIANCE BY MAYOR NICHOLAS MOLNAR

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

Thursday, January 12, 2023 – Regular Council Meeting

IV. PUBLIC COMMENTS

V. CORRESPONDENCE

VI. PENDING &/OR NEW LEGISLATION

ORD.NO. 1 - 2023 [D. FINLEY, J. TULLEY]

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH LORDSTOWN EV CORPORATION FOR THE PURCHASE OF A 2023 ENDURANCE CC1L PICKUP TRUCK FOR THE CITY SERVICE DEPARTMENT WITHOUT THE NECESSITY OF ADVERTISEMENT AND FORMAL BIDDING

1st Read 1-12-2023

2nd Read

3rd Read

RES.NO. 7 - 2023 [J. TULLEY, J. BRANDT]

A RESOLUTION CONFIRMING THE APPOINTMENTS TO THE CHARTER REVIEW COMMISSION

1st Read 1-12-2023

2nd Read

3rd Read

RES.NO. 9 - 2023 [V. VENTURA, J. BRANDT]

A RESOLUTION ESTIMATING THE AGGREGATING MAXIMUM AMOUNT OF PUBLIC FUNDS TO BE AWARDED AND TO INDEPENDENCE BANK FOR ACTIVE AND INTERIM FUNDS

1st Read

2nd Read

3rd Read

RES.NO. 10 - 2023 [J. TULLEY, J. GARVAS]

A RESOLUTION OF APPRECIATION FOR POLICE CHIEF JON GOLDEN OF THE CITY OF MACEDONIA POLICE DEPARTMENT

1st Read

2nd Read

3rd Read

ORD.NO. 11 - 2023 [J. GARVAS, J. BRANDT]

AN EMERGENCY ORDINANCE RATIFYING THE COLLECTIVE BARGAINING AGREEMENTS FOR POLICE DISPATCHERS FOR THE YEARS 2023, 2024 AND 2025 WITH THE OHIO PATROLMAN'S BENEVOLENT ASSOCIATION

1st Read

2nd Read

3rd Read

ORD.NO. 12 - 2023 [D. FINLEY, V. VENTURA]

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR DONATION OF THE REAL PROPERTY KNOWN AS PERMANENT PARCEL NOS. 33-00010, 33-00012 AND 33-03316

1st Read

2nd Read

3rd Read

VII. MOTIONS/OTHER LEGISLATIVE ACTION

VIII. MAYOR'S REPORT

IX. COMMITTEE REPORTS

X. 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

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. ADJOURNMENT [J. GARVAS, D. FINLEY]

January / February

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

***Public Comment for those not able to attend in-person at the January 26th 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 January 25th, 2023 and will be subsequently made available to the public.**

***Note ***

- 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

January/February

2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
JAN 22	23 JEDD Meeting	24	25	26 Mayor's Court City Council Work Session + Meeting	27	28
29	30	31	FEB 1	2 Mayor's Court	3	4
5	6	7	8	9 Mayor's Court City Council Work Session + Meeting	10	11 Sweethearts Brunch
12	13	14	15 Parks & Rec BZA	16 Mayor's Court	17	18
19	20 Planning Commission	21	22	23 Mayor's Court City Council Work Session + Meeting	24	25
26	27	28				

Record of Proceedings
Regular Council Meeting
January 12th, 2023

1 Presiding Officer, Mayor Nicholas Molnar called the January 12th, 2023 regular meeting to order at
2 7:30p.m.

3
4 **Present:** Council members Jessica Brandt, Dave Finley, Jeff Garvas, Jan Tulley, and Vini J.
5 Ventura. Also present: Law Director Mark Guidetti and Clerk of Council Jon Hoover.

6
7 **INVOCATION & PLEDGE OF ALLEGIANCE**

8
9 **APPROVAL OF MINUTES:**

10
11 Ms. Brandt moved, seconded by Mr. Garvas, to **approve the minutes of the regular meeting of December**
12 **8, 2022 as received from the Clerk of Council.** The motion carried upon a majority voice vote.
13 Councilors Brandt, Garvas, Tulley and Ventura voting in the affirmative; Councilor Finley abstained.

14
15 **ELECTION OF COUNCIL OFFICERS**

16
17 **Council President**

18
19 Mr. Garvas moved, seconded by Ms. Tulley, to nominate Ms. Brandt to the position of Council President.

20
21 There being no further nominations, nominations were closed.

22
23 The motion carried by a majority voice vote. Councilors Brandt, Garvas, Tulley and Ventura voting in
24 the affirmative. Councilor Finley abstained.

25 **Ms. Brandt elected Council President for 2023**

26
27 **Council Vice-President**

28
29 Ms. Brandt moved, seconded by Mr. Ventura, to nominate Mr. Garvas to the position of Council Vice-
30 President.

31
32 There being no further nominations, nominations were closed.

33
34 The motion carried by a majority voice vote. Councilors Brandt, Garvas, Tulley and Ventura voting in
35 the affirmative. Councilor Finley abstained.

36 **Mr. Garvas elected Council Vice-President for 2023**

37
38 **Finance Committee Chair**

39
40 Ms. Brandt moved, seconded by Mr. Garvas, to nominate Mr. Ventura to the position of Finance
41 Committee Chair.

42
43 There being no further nominations, nominations were closed.

44
45 The motion carried by a majority voice vote. Councilors Brandt, Garvas, Tulley and Ventura voting in
46 the affirmative. Councilor Finley abstained.

47 **Mr. Ventura elected Finance Committee Chair**

48
49 **Council Representative to the Parks & Recreation Commission**

50
51 Mr. Ventura moved, seconded by Ms. Tulley, to nominate Ms. Brandt to the position of Council
52 Representative to the Parks & Recreation Commission.

53

Record of Proceedings
Regular Council Meeting
January 12th, 2023

54 There being no further nominations, nominations were closed.

55

56 The motion carried unanimously by a voice vote.

57 **Ms. Brandt elected Council Representative to the Parks &**
58 **Recreation Commission for 2023**

59

60

61 **PUBLIC COMMENTS:** None

62

63 **CORRESPONDENCE:** None

64

65 **INTRODUCTION, READINGS & ADOPTION OF LEGISLATION**

66

67

68 **ORDINANCE NO. 1-2023**

69 AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
70 WITH LORDSTOWN EV CORPORATION FOR THE PURCHASE OF A 2023 ENDURANCE CC1L
71 PICKUP TRUCK FOR THE CITY SERVICE DEPARTMENT WITHOUT THE NECESSITY OF
72 ADVERTISEMENT AND FORMAL BIDDING was offered by Mr. Finley for **first reading by title**
73 **only.**

74

75 The Mayor explained that the manufacturer notified several municipalities approximately two years ago
76 that these commercial vehicles would be available at some point, and the City expressed interest in being
77 involved. The opportunity to purchase one of these vehicles is now available and has been budgeted for
78 by the City. The vehicle has zero maintenance and the battery has an expected life and warranty covering
79 eight years. The City would like to test the vehicle in various tasks, but would also like to hear input from
80 the public.

81

82 **ORDINANCE NO. 2-2023**

83 AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE
84 SUMMIT COUNTY PUBLIC DEFENDER'S COMMISSION FOR THE REPRESENTATION OF
85 INDIGENT PERSONS CHARGED WITH VIOLATIONS OF THE CODIFIED ORDINANCES OF
86 THE CITY OF MACEDONIA was offered by Mr. Garvas for **first, second and third reading by title**
87 **only.** Seconded by Mr. Ventura. The motion carried unanimously by a voice vote.

88

89 Dir. Guidetti stated this legislation is largely housekeeping and allows the public defender's office to
90 represent an individual declared indigent that faces a loss of liberty offense in the City of Macedonia.
91 There is a maximum of \$170 per case.

92

93 Mr. Garvas moved, second by Mr. Ventura, to **adopt ORD.NO. 2-2023 and post the same according to**
94 **law.** Motion carried by a unanimous voice vote. **ORD.NO. 2-2023 declared and adopted.**

95

96 **ORDINANCE NO. 3-2023**

97 AN ORDINANCE AMENDING THE AGREEMENT BETWEEN THE CITY OF MACEDONIA AND
98 CHAGRIN VALLEY ENGINEERING, LTD. RELATIVE TO COMPENSATION FOR
99 ENGINEERING SERVICES PROVIDED TO THE CITY BY THE CITY ENGINEER was offered by
100 Ms. Tulley for **first, second and third readings by title only.** Seconded by Ms. Brandt. The motion
101 carried unanimously by a voice vote.

102

103 The Mayor shared that Chagrin Valley Engineering (CVE) approached him to inform that costs were
104 going up, and after researching other firms and municipalities, learned that these costs are in line with
105 increases elsewhere in the realm of engineering. The Mayor further stated an appreciation for the job that
106 CVE has done for the City and does not wish to make a change.

Record of Proceedings
Regular Council Meeting
January 12th, 2023

107
108 Ms. Tulley moved, second by Ms. Brandt, to **adopt ORD.NO. 3-2023 and post the same according to**
109 **law.** Motion carried by a unanimous voice vote. **ORD.NO. 3-2023 declared and adopted.**
110

111 **ORDINANCE NO. 4-2023**

112 AN ORDINANCE CONFIRMING THE REAPPOINTMENT OF JOHN M. VERES AS THE
113 DIRECTOR OF FINANCE FOR THE CITY OF MACEDONIA, OHIO was offered by Mr. Ventura for
114 **first, second and third readings by title only.** Seconded by Mr. Finley. The motion carried
115 unanimously by a voice vote.
116

117 The Mayor stated that during his tenure with the City, there have been nine Finance Directors and opined
118 that Dir. Veres has been the best during that time. Examples were given of the value added by Dir. Veres
119 to the position, and explained that, if passed, this retire/rehire allows the City to avoid spending funds
120 searching for a new Finance Director.
121

122 Mr. Ventura moved, second by Mr. Finley, to **adopt ORD.NO. 4-2023 and post the same according to**
123 **law.** Motion carried by a unanimous voice vote. **ORD.NO. 4-2023 declared and adopted.**
124

125 **RESOLUTION NO. 5-2023**

126 A RESOLUTION AUTHORIZING THE CITY ENGINEER TO PREPARE PLANS, BIDS AND
127 SPECIFICATIONS, AND FURTHER AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS,
128 FOR VARIOUS ROADWAY IMPROVEMENT PROJECTS FOR THE 2023 ROAD IMPROVEMENT
129 PROGRAM was offered by Mr. Finley for **first, second and third readings by title only.** Seconded by
130 Ms. Brandt. The motion carried unanimously by a voice vote.
131

132 Dir. Gigliotti explained this resolution allows the City to move forward with the 2023 road program. His
133 presentation gave an overview of the program, which includes complete repaving of Janes Lane, South
134 Melody Lane, Fairlane Drive, Newport Drive (w/curb replacement), Elizabeth Drive, Crestline Drive,
135 Merline Drive (w/curb replacement), Barkdale Drive (to 250 north of Newport Drive), Lancewood Drive
136 and River Run.
137

138 The Mayor thanked the voters for passing the levy years ago that allowed the City to improve the roads.
139

140 Mr. Finley moved, second by Ms. Brandt, to **adopt RES.NO. 5-2023 and post the same according to**
141 **law.** Motion carried by a unanimous voice vote. **RES.NO. 5-2023 declared and adopted.**
142

143 **RESOLUTION NO. 6-2023**

144 A FINAL RESOLUTION REQUESTING THE DIRECTOR OF TRANSPORTATION TO PROCEED
145 WITH THE INSTALLATION OF CERTAIN PAVEMENT MARKINGS ALONG STATE ROUTE 8
146 FOR PROJECT D04 PM R-WR FY2023 – PID NO. 115375 RELATIVE TO A PORTION OF STATE
147 ROUTE 8 LOCATED WITHIN THE CITY OF MACEDONIA was offered by Mr. Garvas for **first,**
148 **second and third readings by title only.** Seconded by Mr. Ventura. The motion carried unanimously by
149 a voice vote.
150

151 Dir. Gigliotti explained this legislation allows ODOT to proceed with public bidding for repainting of
152 lines on Route 8 on the north end of town. The City's portion of the project cost is \$2,900.
153

154 Mr. Garvas moved, second by Mr. Ventura, to **adopt RES.NO. 6-2023 and post the same according to**
155 **law.** Motion carried by a unanimous voice vote. **RES.NO. 6-2023 declared and adopted.**
156

157 **RESOLUTION NO. 7-2023**

158 A RESOLUTION CONFIRMING THE APPOINTMENTS TO THE CHARTER REVIEW
159 COMMISSION was offered by Ms. Tulley for **first reading by title only.**

Record of Proceedings
Regular Council Meeting
January 12th, 2023

160
161 Dir. Guidetti summarized the Charter requirements that a Charter Review Commission be assembled
162 every five years. This legislation allows for the Commission to assemble and meet periodically, with the
163 goal to make any amendment recommendations to Council within enough time to make it on the
164 November ballot.

165
166 **ORDINANCE NO. 8-2023**
167 AN ORDINANCE AMENDING SECTIONS 161.12(b)(2), 161.13(a)(1), AND 161.15(g) OF THE
168 CODIFIED ORDINANCES OF THE CITY OF MACEDONIA RELATIVE TO CERTAIN EMPLOYEE
169 BENEFITS was offered by Mr. Ventura for **first, second and third readings by title only**. Seconded by
170 Mr. Garvas. The motion carried unanimously by a voice vote.

171
172 The Mayor explained this legislation mirrors some of the benefits of what the recent collective bargaining
173 agreement with Fire Department contained, but extends it to non-bargaining employees of the City.

174
175 Mr. Ventura moved, second by Mr. Garvas, to **adopt ORD.NO. 8-2023 and post the same according to**
176 **law**. Motion carried by a unanimous voice vote. **ORD.NO. 8-2023 declared and adopted.**

177
178
179 **MOTIONS / OTHER LEGISLATIVE ACTION:**

180
181 Mr. Ventura moved, second by Ms. Tulley, to **accept a donation from Plastic Process Equipment, Inc.**
182 **in the amount of \$1,200 to be utilized by the Macedonia Police Department for certain law**
183 **enforcement purposes**. Motion carried by a unanimous voice vote.

184
185 Mr. Ventura moved, second by Ms. Tulley, to **accept a donation from Plastic Process Equipment, Inc.**
186 **in the amount of \$1,200 to be utilized by the Macedonia Fire Department for various Fire**
187 **Department purposes**. Motion carried by a unanimous voice vote.

188
189 **MAYOR'S REPORT**
190 ~Mayor's Court revenue for December 2022 was \$40,712.79
191 ~WinterFest was amazing – thanks to all the City staff that helped!
192 ~Lots of construction happening now (Wave Carwash, Don Basch Jewelers, Optima
193 Dermatology)
194 ~Don't drive distracted! Put the phones down, drive the car and stay out of the passing lane
195 unless you are passing.

196
197 **COMMITTEE REPORTS**

198
199 **Parks & Recreation Commission:** Ms. Brandt reported the first meeting of the year will be on
200 Wednesday, January 18 at 6pm in the Activity Room of the Recreation Center. Election of the
201 chairpersons will take place and the public is welcome to attend and comment.

202
203 **JEDD:** Mr. Ventura reported the JEDD Board will be meeting on Monday, January 23 at 6pm in Council
204 Chambers. It is also open to the public, and no agenda has been set as of now.

205
206
207 **DEPARTMENT REPORTS**

208
209 **Service Department:** Director Wilson – The Service Department has been busy taking down Christmas
210 lights, picking up trash and focusing on potholes.

211

Record of Proceedings
Regular Council Meeting
January 12th, 2023

212 **Engineer:** Director Gigliotti – Thanks to Council for passage of Ordinance 3 and Resolution 5&6. The
213 road presentation was previously given during discussion of Resolution 5.

214
215 **Parks and Recreation Department:** Director Chadock – Excited to have Ms. Brandt back on the Parks
216 & Recreation Commission. WinterFest was a huge success where they learned a lot on what works and
217 could be improved. 2022 was the highest revenue total ever for the Mac Rec. The flooring project is
218 complete. Hoping to get the front desk soon but encountering delays. Late January should see the
219 installation of the new men’s lockers. The lap pool heater was installed a couple weeks ago. Chemical
220 automation units to control pool levels are being integrated to allow computer-aided control of chemicals.

221
222 **Finance Department:** Director Veres – Thanks for passage of Ordinance 4-2023, and looking forward to
223 continuing with the City.

224
225 **Fire Department:** Chief Ripley – 2022 was another record year for calls: 4,441 district-wide with about
226 54% located in the City. EMS collections also had a record year, which are shared between Macedonia
227 and the two townships. Hospital wait times have increased with the resurgence of Covid and flu season.
228 The squad that was ordered in September of 2021 may start being built next month.

229
230 **Police Department:** Chief Golden – The Police Department is looking to hire two new officers and an
231 SRO (school resource officer), hopefully by the end of the month.

232
233 **HR Department:** Director Smith – HR has been working on end of year reports and open enrollment for
234 2023. The BWC has announced a new safety initiative of \$40,000, so HR will be talking with the
235 Service, Police and Fire Departments to evaluate their needs and write a grant proposal.

236
237 **Building Department:** Commissioner Rodic – 900 permits were issued in 2022, with about two-thirds
238 of those being residential. Total revenue for permits and registering contractors was just under \$300,000.
239 Spruce Hill Crossings will begin construction in Phase IV improvements and new homes in Phase III
240 sometime in early February.

241
242 **IT Department:** Director Collins – Major projects include final mobile data terminals (MDT) setups in
243 the police cars. Swapped out half of the tablets in the Service Department and set up a new desk in
244 Mayor’s Court.

245
246 **Law Department:** Director Guidetti – Appreciate the expertise of Dir. Veres and looking forward to
247 continuing working with him.

248
249
250 **UNFINISHED BUSINESS:** None

251
252
253 **NEW BUSINESS:**

254
255 Mr. Ventura announced an MLK Day celebration and program this Sunday, January 15 at 5pm in the
256 Nordonia High School auditorium. The guest speaker is Pastor Chip Freed from Garfield Memorial
257 Church and will be accompanied with performances by Nordonia students.

258
259 Ms. Brandt wished everyone a Happy New Year and welcomed everyone back, as well as thanking
260 Council for re-electing her Council President and representative to the Parks & Recreation Commission.
261 Ms. Brandt also thanked the Fire Department for another wonderful Santa program.

262
263 Ms. Brandt moved, second by Mr. Garvas, to **enter into executive session pursuant to R.C.**
264 **121.22(G)(4) for the preparation for, conducting, or reviewing negotiations or bargaining sessions**

Record of Proceedings
Regular Council Meeting
January 12th, 2023

265 **with public employees concerning their compensation or other terms and conditions of their**
266 **employment.** Motion carried unanimously by a roll call vote.

267
268 At 8:22p.m. Council reconvened into its regular meeting.

269
270 There being no further business, Mr. Finley moved, second by Ms. Tulley, to **adjourn the meeting.** The
271 motion passed **unanimously** pursuant to a voice vote and the meeting was adjourned at approximately
272 8:22p.m.

273
274
275 **Date:** _____

276
277
278 **Attest:** _____
279 Jon Hoover, Clerk of Council

280
281
282 **Mayor:** _____
283 Nicholas Molnar

284

ORIGINATOR: SERVICE DEPARTMENT

SPONSOR: Finley

**CITY OF MACEDONIA
ORDINANCE NO. 1 - 2023**

**AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO
ENTER INTO A CONTRACT WITH LORDSTOWN EV CORPORATION
FOR THE PURCHASE OF A 2023 ENDURANCE CC1L PICKUP TRUCK
FOR THE CITY SERVICE DEPARTMENT WITHOUT THE NECESSITY
OF ADVERTISEMENT AND FORMAL BIDDING**

WHEREAS, Ohio Revised Code § 732.05 provides that in the case of a real and present emergency, arising in connection with the operation of any municipal department, the legislative authority may, by two-thirds vote of all of its members elected thereto, authorize entering into a contract for a purchase without formal bidding and advertising; and

WHEREAS, it has been found that a real and present emergency exists for the City Service Department in that at the Service Department has an emergency need to add an electric fleet truck in order to move toward a more sustainable fleet, to protect the integrity of the operations of the City's Service Department, and to preserve the Department's ability to properly function; and

WHEREAS, as a result of the current state of the supply chain given the COVID-19 pandemic, including a shortage in chips used for vehicles, certain manufacturers have currently cancelled participation in governmental cooperative purchasing programs which has contributed to said emergency; and

WHEREAS, a widespread shortage in vehicles continues to exist across the country, and a limited window exists during which the City can acquire this electric vehicle without substantial delay, and there are substantial delays when ordering new vehicles which has also contributed to said emergency; and

WHEREAS, there are no other comparable electric fleet-grade trucks suitable for snow plowing, trailer hauling, general maintenance work and other demands the City places on its vehicles which has also contributed to said emergency; and

WHEREAS, the Service Department currently has an opportunity to purchase an electric truck through Lordstown EV Corporation that will fulfill the Service Department's need for a new electric truck as expeditiously as possible; and

WHEREAS, due to the existence of this real and present emergency, Council has determined that such purchase shall be made from Lordstown EV Corporation as set forth in the document attached hereto and incorporated herein by reference as Exhibit "A" without the need of advertisement and formal bidding.

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

Section 1. That the Council of the City of Macedonia hereby authorizes and directs the Mayor to enter into a contract, subject to the procurement of appropriate financing, with Lordstown EV Corporation for the purchase of one (1) new 2023 Endurance EV Pickup Truck as set forth in the document attached hereto as Exhibit “A” and incorporated herein by reference, which has been deemed the best available price for such vehicle, without advertising and formal bidding due to the existence of a real and present emergency in purchasing the Service Department’s vehicle.

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 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 3. 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 a municipal department, 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: _____

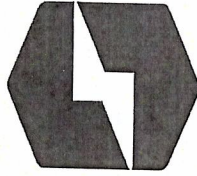
POSTED: _____

MAYOR: _____

Nicholas Molnar

ATTEST: _____

Jon Hoover, Clerk of Council



2023 Endurance™ Order Guide*

Model	Model Code	Price
2023 Endurance	CC1L	\$60,375
Price w/ 2023 Minimum Required Selections (see page 3 and 4 for more details)		\$63,365
Destination Charges (subject to change, add to all orders)		\$1,695
Standard Equipment		
<p>Advanced Driver-Assistance Systems (ADAS)</p> <ul style="list-style-type: none"> Exterior Pedestrian Warning Speaker/ Sound - Front (AVAS) Exterior Pedestrian Warning Speaker/ Sound - Rear (AVAS) Front and Rear Park Assist (via FOTA update - Q1 2023) <p>Charging</p> <ul style="list-style-type: none"> Portable EVSE Charger Level 1 (120V / 16 Amp) with 110V plug, SAE J1772 Type 1 / DIN 70121 CCS1 Connector - Front of Vehicle Charge Port Status Lighting DC Fast Charge Capability - Max 150 kW AC Charging Capability - Max 11 kW <p>Chassis</p> <ul style="list-style-type: none"> Independent Front Suspension Solid Axle Rear Suspension Electronic Stabilization Control - Standard ESP Functions (ABS, EBD, TCS, DTC, VDC) <ul style="list-style-type: none"> Anti-Lock Braking Electronic Brakeforce Distribution Traction Control System Drag Torque Control Vehicle Dynamics Control Advanced Braking Functions (HBA, HBB, HBC, CDP, HHC, AVH) <ul style="list-style-type: none"> Hydraulic Brake Assist Hydraulic Brake Boost Hydraulic Boost Failure Compensation Controlled Deceleration for Parking Brake Hill Hold Control Automatic Vehicle Hold TPMS (Tire pressure monitoring) All Tires All Season 275 60 R20 Tire Full Size Spare Tire (Beneath Truck Bed) - Includes TPMS Sensor Spare Tire Jack/Tools Rear Wheel Snow Chain Compatibility Low Drag Wheel Bearings <p>Electrical / Infotainment</p> <ul style="list-style-type: none"> Beamforming Hands Free Phone Microphone FOTA Infotainment Module Software Updates FOTA Non-Infotainment Software Updates - Modules (via FOTA update - Q4 2022) FOTA Vehicle Monitoring (OEM diagnostics) Base Telematics Package - Diagnostics, Location <ul style="list-style-type: none"> See page 3 for details 12.3" Instrument Cluster Screen 12.3" Center Display Touchscreen IP Cluster & Center Screen - Theme & Color Change 400W 3.3A Inverter for 120V Outlets 	<p>Electrical / Infotainment - CONTINUED</p> <ul style="list-style-type: none"> 120V auxiliary outlet in cargo bed 120V outlet on rear panel of center console 120V outlet in Frunk Compartment 12V Outlet on Front of Center Console 12V Outlet on Rear Panel of Center Console USB-C Ports on Front of Center Console - Lighted USB-A and USB-C Ports on Rear Panel of Center Console (for Rear Passengers) AM/FM/Internet Radio (via FOTA update - Q4 2022) 7 Speaker Sound System Bluetooth / Hands-free Mobile Phone Connection <ul style="list-style-type: none"> Android Auto (via FOTA Update - Q4 2022) AM/FM Diversity Antennae Antennae (Bluetooth, GPS, Wi-Fi, cellular 4G) <p>Safety Systems</p> <ul style="list-style-type: none"> Airbags (6) (Driver, Passenger, Driver Seat Side, Passenger Seat Side, LH Side Curtain, RH Side Curtain) Seatbelt Pretensioner Seatbelt Reminder - Front Seats (Buckle Switch) Speed Assistance System (Speed Limit Info and Speed Control) Intelligent Safety System During Crash (HV Off, Lights On, Doors Unlock) Front driver and passenger seat belt D-Ring position fixed Electric Park Brake Ultrasonic Front & Rear Park Assist <p>Electrical - Vehicle Systems</p> <ul style="list-style-type: none"> Push Button Start Center Console Mounted Dial PRND Key Fob Functions <ul style="list-style-type: none"> Door Unlock (Central) Door Lock (Central) Alarm Remote Pre-Conditioning (with Convenience Package) Vehicle Locator Anti-Theft Alarm 12V Battery Maintenance System 	

Interior

- Tilt Steering Column
- Standard Steering Wheel
- Backlight (Display Illumination Control)
- Storage Pocket in Front Seat Back
- Full LED Interior Lighting
- Dome lamps (mid-cabin)
- Map Lights
- Footwell Lamp
- Glove Box - Lockable
- Center Console Storage
- Center Console Top Storage Slot
- Cup Holders (Front - 2 at Center Console)
- Cup Holders (Rear - 2 at Center Console)
- 4-way Adjustable Manual Bucket Driver Seat
- 4-way Adjustable Manual Bucket Front Passenger Seat
- Fixed Rear Seat - Tilting
- 60/40 Foldable Bench Seat (3 Passengers)
- Rear Seat Storage (Under Folding Seat)
- Manual Inside Rearview Mirror
- Sun Visors - Cloth Covered with Vanity Mirror
- Wiring to Fuse Box and Connector for Upfitting Switches
- Cabin Air Filter
- Air Conditioning (Manual Control)
- Rear Vents - On Rear of Center Console
- Rear Heater Ducts - from Under Center Console

Exterior / Closures

- Pickup Bed - 66.8" (59.3 cu. ft. storage)
- Exterior Door Lock Cylinder on Front Driver Door Only
- Frunk Equipped (Front Trunk - 9.6 cu. ft. storage)
- Frunk Lighting
- Wheel Liners - Front & Rear
- Frunk Interior Safety Release - Manual & Electronic
- Slow Opening Tailgate
- Front & Rear Wheel Liners
- Tailgate Lock
- Charge Port Flap (Front of Vehicle Behind Emblem)
- Integrated Facia and Front Bumper
- Corner Step Rear Bumper
- Fixed Rear Cab Window
- Powered Electric Windows
- Rear Back Up Camera
- Rear Bed Tie Down Hooks (14 - 6 on each side, 2 on front)
- Solar Glass Treatment
- LED Headlamps
- LED Taillamps
- Daytime Running Lights
- OSRVM (outside rear-view mirror) - Manual Fold + Power Adjust
- Registration Plate Illumination
- Front License Plate Bracket Assembly

Powertrain / Thermal

- 4 In-Wheel Hub Motors
- 440 Horsepower
- 4,971 ft. lbs. of Torque
- 109 kWh Battery Capacity
- EPA Range of 193 miles
- Software Governing for Max Speed and Acceleration Driver Modes (Fleet Management Dashboard)
- Adjustable Regenerative Braking Level
- Cruise Control
- Push Button Start
- Automatic Battery Pre-Conditioning

Trailer and Payload

- Curb Weight - 6,450 lbs.
- Max Payload - 1,050 lbs.
- Max Towing Capacity - 5,000 lbs.
- Max Towing (with load leveling kit) - 8,000 lbs.
- Max GVWR - 7,500 lbs.
- Max GCWR - 15,000 lbs.
- FGAWR - 3,350 lbs.
- RGAWR - 4,350 lbs.
- Frunk Payload Capacity - 500 lbs.

Vehicle Size

- Length - 230 in.
- Overall Width - 94.1 in.
- Width W/o Mirrors - 81.4 in.
- Height - 76.4 in.
- Wheelbase - 146.2 in.
- Front Track Width - 68 in.
- Rear Track Width - 68 in.

Exterior Finish

- Electric White (Standard)

Interior Finish

- Seats Black
- Trim (Doors, IP, Headliner) - Black w/ Titanium Accents

*This order guide is subject to change. Pricing and features of the base model and option packages may be changed by Lordstown EV Corporation at its sole discretion.

Feature Name	Option Code	Price
Trailer Package: <ul style="list-style-type: none"> Trailer Tow Hitch Front Tow Hooks <i>**2023 Minimum Required Selection</i>	PTRL	\$895
Convenience Package: <ul style="list-style-type: none"> Remote Cab Pre-Conditioning - Using Key Fob 110V/120V auxiliary outlet in Frunk Rear Bed Camera Rear Bed Auxiliary Light Heated Rear Cab Window Defroster Puddle Lights (illuminate ground when opening doors) OSRVM <i>**2023 Minimum Required Selection</i>	PCON	\$495
Comfort Package: <ul style="list-style-type: none"> Cloth Seats Carpet Covered Floor Carpet Floor Mats <i>**2023 Minimum Required Selection</i>	PAPP	\$705

*This order guide is subject to change. Pricing and features of the base model and option packages may be changed by Lordstown EV Corporation at its sole discretion.
 **Minimum required selection packages and options are required for the 2023 Endurance. This is subject to change.

60,375

895 Trailer

495 Convenience

x 705 Comfort

895 Wheels

63,365

< 705 >

62,660

880 Portable
Clipper

63,540

1,695 Des~~2~~

65,235

Wheels		
Feature Name	Option Code	Price
<i>**2023 Minimum Required Selection</i>		
Cast Aluminum - Silver 20" Wheel	RWAS	\$895

*This order guide is subject to change. Pricing and features of the base model and option packages may be changed by Lordstown EV Corporation at its sole discretion.

**Minimum required selection packages and options are required for the 2023 Endurance. This is subject to change.

Color Options		
Color Name	Option Code	Price
Electric White (Standard)	CW9L	-

*This order guide is subject to change. Pricing and features of the base model and option packages may be changed by Lordstown EV Corporation at its sole discretion.

**Minimum required selection packages and options are required for the 2023 Endurance. This is subject to change.

Charging		
Feature Name	Option Code	Price
Options		
Portable Clipper Creek EVSE Level 2 (240 V / 40 Amp)	WPCC	\$880
Portable Lectron EVSE Level 2 (240V / 40 Amp)	WPC2	\$480
Accessories		
Wall Mount Clipper Creek EVSE Level 2 (240 V / 48 Amp)	WECS	\$965

*This order guide is subject to change. Pricing and features of the base model and option packages may be changed by Lordstown Motors at its sole discretion.

**Minimum required selection packages and options are required for the 2023 Endurance. This may be subject to change.

2023 Lordstown Motors Endurance™ Base Telematic Package Content		
Vehicle Data	Vehicle Health Alerts	Fleet Safety and Driver Behavior Insights
GPS Fleet Tracking	Battery Health	Accident Notification
Power Mode (Ignition Status)	Battery Status	
Driver Seatbelt Status	Vehicle State of Health	
Passenger Occupancy and Seatbelt Status	Vehicle Health Alerts	
Outside Air Temperature		
Altitude		
Tire Pressure		
Speed		
Range		
Acceleration		
Braking Information		
Odometer and Trip Data		
Energy Consumption		
Charging Status		
Charging Rate & Type		

ORIGINATOR: ADMINISTRATION & COUNCIL

SPONSOR: TULLEY

**CITY OF MACEDONIA
RESOLUTION NO. 7 - 2023**

**A RESOLUTION
CONFIRMING THE APPOINTMENTS
TO THE CHARTER REVIEW COMMISSION**

WHEREAS, Article 18 of the Charter of the City of Macedonia provides for a Charter Review Commission to be assembled at least every five years, with the last Charter Review Commission having been assembled in 2018; and

WHEREAS, Section 18.02 of the Charter allows for the creation of a Charter Review Commission through Council, and the Commission shall consist of one member of Council as well as 6 qualified electors of the municipality who shall be appointed by the Mayor and Council; and

WHEREAS, Council, in conjunction with the Mayor, now wish to fulfill this Charter requirement by assembling a Charter Review Commission for the year 2023.

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

Section 1. That the Council and Mayor hereby appoint the following qualified electors of the City of Macedonia, Ohio to the Charter Review Commission for 2023:

1. Vincent Milianta
2. Paul Bender
3. Luis Gonzalez
4. Julie Nicholson
5. Linda Biber
6. Tom Dirmyer

Section 2. Council hereby elects Jeff Garvas as its Council representative to the Charter Review Commission for 2023.

Section 3. The aforementioned members of the Charter Review Commission shall serve until the time in which Council votes to disband the Commission.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, 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 Resolution shall take effect upon adoption by Council and signature of the Mayor or after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

ORIGINATOR: ADMINISTRATION

SPONSOR: Ventura

**CITY OF MACEDONIA, OHIO
RESOLUTION NO. 9 - 2023**

**A RESOLUTION
ESTIMATING THE AGGREGATING MAXIMUM AMOUNT OF PUBLIC FUNDS
TO BE AWARDED AND TO INDEPENDENCE BANK FOR
ACTIVE AND INTERIM FUNDS**

WHEREAS, an application has been or may be filed by a bank to be a public depository for the public monies of the City of Macedonia, Ohio; and

WHEREAS, such an application has been received from Independence Bank, with designated public monies to be deposited; and

WHEREAS, the City has previously authorized the deposit of municipal funds into certain depository banks for a specified term as set forth in City Ordinance 29-2021, and wishes to add Independence Bank among those previously-authorized banks; and

WHEREAS, Council finds that the sureties and securities tendered are proper, and the application received meets the requirements of Chapter 135 of the Ohio Revised Code as advised by the Director of Finance.

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

Section 1. The Director of Finance is hereby authorized to deposit the active and interim deposits of funds of the municipality in the aforesaid financial institution, having submitted an approved application, when such deposits are deemed to be advantageous to the City, in accordance with the provisions of Ohio Revised Code, Uniform Depository Act and the Investment Policy of the City of Macedonia not to exceed the following amounts:

ACTIVE DEPOSITS	\$25,000,000
INTERIM DEPOSITS	\$25,000,000

Section 2. That no public money subject to its control shall be declared as inactive deposits.

Section 3. That said financial institution, to whom award is made, shall respectively become a depositor for the public monies of the City of Macedonia upon duly executing and delivering to the Director of Finance of the City of Macedonia the sureties and securities tendered, as described above, and the acceptance of the same by Council, duly entered on its

Journal of Proceedings.

Section 4. That a copy of this Resolution shall herewith be forwarded upon the aforementioned financial institution that has submitted an approved application as notice that it has been designated as a public depository for the active and interim deposits of public monies of the City of Macedonia, Summit County, Ohio, to the extent of the amounts designated herein for a period, beginning January 27, 2023 and ending on March 31, 2026, both dates inclusive, in accordance with the provision of the Uniform Depository Act and the Resolution designating said financial institution as a public depository passed on the dated indicated below.

Section 5. That the Mayor and the Director of Finance be and herewith are authorized to enter into a contract in appropriate form, as approved by the Director of Law, with the aforesaid financial institution for the aforesaid period.

Section 6. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, 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. This Resolution shall take effect upon adoption by Council and signature of the Mayor or after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____

Nicholas Molnar

ATTEST: _____

Jon Hoover, Clerk of Council

ORIGINATOR: ADMINISTRATION

SPONSOR: COUNCIL

**CITY OF MACEDONIA
RESOLUTION NO. 10 - 2023**

**A RESOLUTION
OF APPRECIATION FOR POLICE CHIEF JON GOLDEN
OF THE CITY OF MACEDONIA POLICE DEPARTMENT**

WHEREAS, over the past 32-plus years, Jon Golden has served the City of Macedonia through his work within the City's Police Department, starting with his employment with the City on April 30, 1990 as a full-time classified civil service patrolman, and served in serving that position for more than 8 years; and

WHEREAS, Chief Golden thereafter competed through the promotional examination process and was promoted on June 1, 1998 to the rank of Sergeant within the City's Police Department, and served in that position for more than 3 years; and

WHEREAS, Chief Golden, less than 4 years after being promoted to Sergeant, and after again achieving top scoring during competitive promotional examination testing, was appointed as the City's youngest Chief of Police on February 1, 2002, a position in which Chief Golden has remained for more than two decades; and

WHEREAS, during his tenure in the Police Department, Chief Golden has worked closely with the Mayor's Office, Department Heads, and various City staff to ensure that the Police Department provides the professional and courteous policing services that residents and businesses of the City of Macedonia have come to expect, rely on, and appreciate; and

WHEREAS, Chief Golden has announced he is retiring from service in his position as the Police Chief effective February 3, 2023, in order to spend time enjoying his favorite hobbies of fishing and traveling around the country with his family; and

WHEREAS, the Administration, Council, employees, and entire Macedonia Community wish to recognize Chief Golden for his more than three decades of devoted service to the City of Macedonia which has not gone unnoticed, and is additionally recognized with this expression of appreciation.

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

**Chief Jon Golden is hereby recognized for his 32-plus years of
dedicated service to the City of Macedonia and its residents.**

Section 1. The City of Macedonia, its Mayor, Council, residents, employers, employees and officials thank Chief Golden for his many years of dedicated service, and congratulate him on his retirement.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, 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 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: Garvas

**CITY OF MACEDONIA
ORDINANCE NO. 11 - 2023**

**AN EMERGENCY ORDINANCE
RATIFYING THE COLLECTIVE BARGAINING AGREEMENTS FOR POLICE
DISPATCHERS FOR THE YEARS 2023, 2024 AND 2025 WITH THE OHIO
PATROLMAN'S BENEVOLENT ASSOCIATION**

WHEREAS, the City of Macedonia and the Ohio Patrolman's Benevolent Association ("OPBA") on behalf of certain Police Department members entered into collective bargaining negotiations pursuant to Ohio Revised Code Chapter 4117; and

WHEREAS, the City and OPBA have reached a tentative agreement subject to ratification by Council; and

WHEREAS, Council believes this agreement is in the best interest of the health, safety, and welfare of all City residents in that it provides for an orderly successor collective bargaining agreement with the dispatchers.

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

Section 1. That the Collective Bargaining Agreement for certain Police dispatchers between the City and the OPBA is hereby and herein ratified as substantially similar to the document attached hereto as Exhibit "A" and incorporated herein by reference, for the years 2023, 2024, and 2025.

Section 2. That the Mayor is authorized to execute the Contract and any necessary amended contract documents.

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

EXHIBIT A

AGREEMENT

BETWEEN THE

CITY OF MACEDONIA

AND THE

OHIO PATROLMEN'S BENEVOLENT ASSOCIATION

(DISPATCHERS)

EFFECTIVE: JANUARY 1, 2022

EXPIRES: DECEMBER 31, 2025

Contents

ARTICLE 1: PREAMBLE	1
<i>Section 1.01</i>	1
ARTICLE 2: PURPOSE AND INTENT.....	1
<i>Section 2.01</i>	1
ARTICLE 3: RECOGNITION	1
<i>Section 3.01</i>	1
ARTICLE 4: CONFORMITY TO LAW	1
<i>Section 4.01</i>	1
<i>Section 4.02</i>	1
<i>Section 4.03</i>	2
ARTICLE 5: NON-DISCRIMINATION	2
<i>Section 5.01</i>	2
ARTICLE 6: MANAGEMENT RIGHTS	2
<i>Section 6.01</i>	2
<i>Section 6.02</i>	2
ARTICLE 7: UNION LEAVE	3
<i>Section 7.01</i>	3
<i>Section 7.02</i>	3
<i>Section 7.03</i>	3
<i>Section 7.04</i>	3
ARTICLE 8: GRIEVANCE AND DISCIPLINARY PROCEDURE.....	3
<i>Section 8.01</i>	3
<i>Section 8.02</i>	4
<i>Section 8.03</i>	4
<i>Section 8.04</i>	4
<i>Section 8.05</i>	4
<i>Section 8.06-Arbitration</i>	5
<i>Section 8.07-Hearing Time</i>	5
<i>Section 8.08-Jurisdiction</i>	5
<i>Section 8.09-Binding Effect</i>	5
<i>Section 8.10-Assignment of Cost</i>	5
ARTICLE 8-A: DISCIPLINARY PROCEDURE.....	5
<i>Section 8A.01</i>	5
<i>Section 8A.02</i>	5
<i>Section 8A.03</i>	5
<i>Section 8A.04</i>	6
<i>Section 8A.05</i>	6

ARTICLE 9: LABOR MANAGEMENT COMMITTEE	6
<i>Section 9.01</i>	6
ARTICLE 10: BULLETIN BOARDS.....	6
<i>Section 10.01</i>	6
ARTICLE 11: SENIORITY	6
<i>Section 11.01</i>	6
<i>Section 11.02-Service</i>	6
ARTICLE 12: DUES DEDUCTION	7
<i>Section 12.01</i>	7
<i>Section 12.02</i>	7
<i>Section 12.03</i>	7
ARTICLE 13: PREVAILING RIGHTS	7
<i>Section 13.01</i>	7
ARTICLE 14: PENSION PICK-UP	7
<i>Section 14.01</i>	7
ARTICLE 15: REST PERIODS AND LUNCH	7
<i>Section 15.01</i>	7
<i>Section 15.02</i>	8
<i>Section 15.03</i>	8
ARTICLE 16: HOURS OF WORK AND OVER TIME	8
<i>Section 16.01</i>	8
<i>Section 16.02</i>	8
<i>Section 16.03</i>	8
<i>Section 16.04</i>	8
<i>Section 16.05</i>	8
<i>Section 16.06</i>	8
ARTICLE 17: VACATION	9
<i>Section 17.01- Vacation Leave Earned</i>	9
<i>Section 17.02-Anniversary Date Vacation Schedules</i>	9
<i>Section 17.03-Split vacations</i>	9
<i>Section 17.04-Accumulation</i>	9
<i>Section 17.05-Separation from Service</i>	9
<i>Section 17.06-Transfer of Vacation</i>	10
<i>Section 17.07-Vacation Pay in Case of Death</i>	10
<i>Section 17.08-Planning of Vacations</i>	10
<i>Section 17.09-Record of Vacation Leave</i>	10
<i>Section 17.10-Anniversary Date-Years of Service</i>	10
<i>Section 17.11</i>	10
<i>Section 17.12 - Vacation Buyback</i>	

ARTICLE 18: HOLIDAYS	11
<i>Section 18.01</i>	11
<i>Section 18.02-Holiday Pay During Sick Leave</i>	11
<i>Section 18.03-Holiday Pay on Vacation</i>	11
<i>Section 18.04-Working a Paid Holiday</i>	11
<i>Section 18.05-Holiday Time Off</i>	11
<i>Section 18.06-Cancellation</i>	12
ARTICLE 19: SICK LEAVE	12
<i>Section 19.01-Sick Leave Accumulation</i>	12
<i>Section 19.02-Sick Leave Credits When Off Duty</i>	12
<i>Section 19.03-Qualifications for Sick Leave</i>	12
<i>Section 19.04-Notification/Approval of Sick Leave</i>	12
<i>Section 19.05-When Earned Sick Leave is Exhausted</i>	13
<i>Section 19.06-Illness or Injury While Off Duty</i>	13
<i>Section 19.07-Reemployment Credit</i>	13
<i>Section 19.08</i>	13
<i>Section 19.09-Abuse of Sick Leave -Unexcused Absence</i>	13
<i>Section 19.10-Sick Time Incentive</i>	13
<i>Section 19.11-Sick Leave Carryover Options</i>	13
<i>Section 19.12</i>	14
ARTICLE 20: INJURY	14
<i>Section 20.01</i>	14
<i>Section 20.02</i>	14
<i>Section 20.03</i>	14
ARTICLE 21: BEREAVEMENT LEAVE	15
<i>Section 21.01</i>	15
<i>Section 21.02 -Immediate Family</i>	15
<i>Section 21.03</i>	15
ARTICLE 22: COURT OR CALL OUT TIME.....	15
<i>Section 22.01</i>	15
<i>Section 22.02</i>	15
ARTICLE 23: WAGES	15
<i>Section 23.01</i>	15
<i>Section 23.02-Shift Differential</i>	16
<i>Section 23.03-Training Rate</i>	16
<i>Section 23.04-TAC Rate</i>	16
<i>Section 23.05-Professional Performance Pay</i>	16
<i>Section 23.06 - Educational Degree Compensation</i>	
ARTICLE 24: LONGEVITY	17
<i>Section 24.01</i>	17
<i>Section 24.02</i>	18

<i>Section 24.03</i>	18
ARTICLE 25: UNIFORM ALLOWANCE.....	18
<i>Section 25.01</i>	18
ARTICLE 26: SPECIAL LEAVE.....	18
<i>Section 26.01</i>	18
<i>Section 26.02</i>	18
<i>Section 26.03</i>	18
<i>Section 26.04</i>	19
<i>Section 26.05</i>	19
<i>Section 26.06-Family and Medical Leave</i>	19
ARTICLE 27: LAY OFFS AND RESTORATION	19
<i>Section 27.01</i>	19
<i>Section 27.02</i>	19
ARTICLE 28: NO STRIKE AND NO LOCK-OUT.....	19
<i>Section 28.01</i>	19
<i>Section 28.02</i>	19
<i>Section 28.03</i>	20
ARTICLE 29: REIMBURSEMENT OF DAMAGES	20
<i>Section 29.01</i>	20
<i>Section 29.02</i>	20
<i>Section 29.03</i>	20
ARTICLE 30: INSURANCE	20
<i>Section 30.01</i>	20
<i>Section 30.02</i>	20
<i>Section 30.03</i>	20
<i>Section 30.04</i>	21
<i>Section 30.05</i>	21
ARTICLE 31: DRUG FREE WORKPLACE SECTION 31.01	21
<i>Section 31.01</i>	21
<i>Section 31.02</i>	21
<i>Section 31.03</i>	21
<i>Section 31.04</i>	21
<i>Section 31.05</i>	22
<i>Section 31.06</i>	22
<i>Section 31.07</i>	22
<i>Section 31.08</i>	22
ARTICLE 32: EMPLOYEE ASSISTANCE PROGRAM (EAP).....	22
<i>Section 32.01</i>	22
<i>Section 32.02</i>	23

Section 32.03..... 23

ARTICLE 33: EXECUTION AND DURATION..... 23

Section 33.01..... 23

ARTICLE 1: PREAMBLE

Section 1.01

This agreement is hereby entered into by and between the City of Macedonia, Ohio, hereinafter referred to as the “Employer”, and the Ohio Patrolman’s Benevolent Association, hereinafter referred to as the “OPBA”, or “employee”.

ARTICLE 2: PURPOSE AND INTENT

Section 2.01

In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following:

- A) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment;
- B) To promote fair and reasonable working conditions;
- C) To promote individual efficiency and service to the citizens of the City of Macedonia, Ohio;
- D) To avoid interruption or interference with the efficient operation of the Employers business; and
- E) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3: RECOGNITION

Section 3.01

The Employer hereby recognizes the OPBA, as the sole and exclusive bargaining agent with the respect to wages, hours and other terms and conditions of employment for all full-time employees employed in the Police Department occupying the positions of Dispatcher, excluding all part time, seasonal, temporary and probationary employees. All other employees of the Employer are excluded from this bargaining unit.

ARTICLE 4: CONFORMITY TO LAW

Section 4.01

Should any provision or provisions of this Agreement be held invalid by operation of law or be declared invalid by any tribunal of competent jurisdiction or found to be in conflict with State and/or Federal laws, all other provisions of the Agreement shall remain in full force and effect.

Section 4.02

Should any provision or provisions of the Agreement be invalidated as outlined above, upon written request of either party, the parties shall meet within thirty (30) days to discuss the impact and to consider modification of the invalidated provision or provisions.

Section 4.03

This Agreement may not be amended during its term except by mutual agreement, any negotiated changes to be effective and incorporated in this Agreement, must be in writing and signed by the parties.

ARTICLE 5: NON-DISCRIMINATION

Section 5.01

Neither the City, its agents, agencies, or officials nor the OPBA or its agents or officers will discriminate against any member or employee on the basis of age, sex, marital status, race, color, religion, national origin, handicap, political affiliation or for the purpose of evading the spirit of this Agreement. The City and the OPBA agree not to interfere with the desire of any person to become or remain a member of the Ohio Policeman's Benevolent Association.

ARTICLE 6: MANAGEMENT RIGHTS

Section 6.01

Unless a public employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Ohio Revised Code impairs the right and responsibility of each public employer to:

- A) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer standards of services, its overall budget, utilization of technology, and organizational structure;
- B) Direct, supervise, evaluate, or hire employees;
- C) Maintain and improve the efficiency and effectiveness of governmental operations
- D) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E) To suspend, discipline, demote, or discharge for just cause, or lay-off, transfer, assign, schedule, promote, or retain employees;
- F) Determine the adequacy of the work force;
- G) Determine the overall mission of the employer as a unit of government;
- H) Effectively manage the work force;
- I) Take actions to carry out the mission of the public employer as a governmental unit.

Section 6.02

The employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

ARTICLE 7: UNION LEAVE

Section 7.01

Two (2) delegates appointed by the OPBA shall be granted time off with no loss of pay to a total of two (2) days off, one each, per year, in order to participate in their OPBA functions including:

1. Attendance at conventions
2. Attendance at conferences
3. Attendance at seminars

Section 7.02

One (1) delegate elected by the OPBA membership shall receive one (1) day to attend the State conference for the OPBA.

Section 7.03

The parties recognize that it may be necessary for an employee representative of the OPBA to leave a normal work assignment while acting in the capacity of an employee representative. The OPBA recognizes the operational needs of the employer and will cooperate to minimize time away from work. Before leaving an assignment pursuant to this section, the representative must obtain written approval from the officer in charge of the shift. The Employer will compensate the representative at the normal rate of pay for time spent in good faith processing of grievances, and at any meetings at which the Employer requests a representative to be present. The processing of grievances shall not include the investigation of grievances. Any request for an employee representative presence shall not be unreasonably denied.

Up to two (2) employee negotiating committee members may, with approval from the Chief or his/her designee to leave their post, be paid for time spent in good faith preparation and processing of information necessary for collective bargaining and attendance at collective bargaining meetings. Beginning one (1) month prior to the expiration of this agreement, the committee members may spend and be paid for one (1) hour per week for this purpose. After commencement of negotiations, the committee members may spend and be paid for one (1) hour per scheduled negotiating session for this purpose. These hours may be accumulated and used in larger increments (i.e., if the committee does not meet the first week of the month preceding the expiration, they may meet for two (2) hours the second week.

Section 7.04

The bargaining unit members may use holiday, or vacation days for any additional time required and such request for time off must be presented to the Chief of Police and Safety Director/Mayor 30 days prior to the time off. Requests for time off shall not be unreasonably denied.

ARTICLE 8: GRIEVANCE AND DISCIPLINARY PROCEDURE

Section 8.01

A grievance is a dispute or controversy arising from the alleged misapplication or interpretation of this agreement. A grievance is not incident-specific, it is solely interpretive of this agreement, and not subject to the management rights defined under ORC 4117.08.

Section 8.02

Days - A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

Section 8.03

Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as soon as feasible, and if possible, at the lowest step of this procedure.

Section 8.04

Should the Administration fail to comply with the time limits herein the member or the OPBA may proceed immediately to the next step. Should the member or OPBA fail to comply with the time limits herein, the grievance shall be considered abandoned. Time limits may be expanded by mutual agreement.

Section 8.05

The following procedure shall be utilized when a grievance is initiated by a member or the OPBA:

STEP 1:

A grievance must be presented orally to the Immediate Supervisor within five (5) days of the occurrence or five (5) days after the occurrence has become known to the grievant. The Supervisor shall have five (5) days following such presentation to submit his oral response. The member shall be accompanied by an OPBA representative if he so requests.

STEP 2:

If the grievance is not settled by STEP 1, the OPBA or the member may reduce the grievance to writing. The written grievance must be presented to the Supervisor within five (5) days after receipt of the STEP 1 answer. The Supervisor shall reply in writing within five (5) days after receipt of the written grievance.

STEP 3:

If the grievance is not settled at STEP 2, the OPBA or the member may appeal, in writing, to the Lieutenant within five (5) days after receipt of the STEP 2 answer. The Lieutenant shall reply in writing within five (5) days after receipt of the written grievance.

STEP 4:

If the grievance is not settled at STEP 3, the member or the OPBA may appeal, in writing, to the Chief of Police. Such an appeal must be submitted within seven (7) days after the receipt of the STEP 3 reply. The Chief shall meet within fourteen (14) days with the member, “and his representative if requested”, to attempt to resolve the grievance. The Chief shall reply to the member in writing within five (5) days following such meeting.

STEP 5:

If the grievance is not settled at STEP 4, the member or the OPBA may appeal, in writing, to the Mayor/Safety Director. Such an appeal must be submitted within seven (7) days after the receipt of the STEP 4 reply. The Mayor/Safety Director shall meet within fourteen (14) days with the member, “and his representative if

requested”, to attempt to resolve the grievance. The Mayor/Safety Director shall reply to the member in writing within five (5) days following such meeting.

STEP 6:

If the grievance is not settled by STEP 5, the OPBA may within ten (10) days after the decision of the Mayor, submit the grievance to arbitration.

Section 8.06-Arbitration

The parties shall within ten (10) days following the above certification, select an arbitrator by mutual agreement, or in the absence of such mutual agreement the parties shall request a list of seven (7) qualified arbitrators from The Federal Mediation and Conciliation Services and shall meet to select a single arbitrator by striking from such a list, in rotation, one at a time until one arbitrator remains. The order of rotation shall be determined by the winner of the flip of a coin.

Section 8.07-Hearing Time

The Arbitrator shall schedule a hearing within thirty (30) days from his/her notification of selection or as soon thereafter as possible to be held at a time and place convenient to the parties.

Section 8.08-Jurisdiction

The Arbitrator shall be expressly limited to the meaning, intent or application of the provisions of this agreement, and have no power to add, detract from or alter in any way, the provisions of this agreement.

Section 8.09-Binding Effect

The finding of the arbitrator shall be submitted to the parties in writing, and shall be binding on both parties.

Section 8.10-Assignment of Cost

The fees and expenses of the arbitrator and the cost of the bearing 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 8-A: DISCIPLINARY PROCEDURE

Section 8A.01

All disciplinary actions including oral or written reprimands, suspensions, demotions, or any reduction in pay, rank or status and removals are hereby made subject to the grievance procedure beginning at STEP 3.

Section 8A.02

Disciplinary forms will be incorporated in the grievance form utilizing the same procedure as the grievance procedure.

Section 8A.03

The bargaining unit member may not be disciplined without just cause.

Section 8A.04

Should the disposition of the disciplinary action taken not be resolved at STEP 5 of the grievance procedure, either party, may within (10) days after the decision of the Mayor or his designee, certify in writing to the other party its intent to submit the disciplinary action taken to arbitration.

Section 8A.05

The employee and the employer are subject solely to the grievance procedure and binding arbitration of this Labor Agreement, and the State Personnel Board of Review or Civil Service Commissions have no jurisdiction to receive and determine any appeals relating to disciplinary action that were subject of a final and binding grievance procedure in accordance with ORC 4117.10(A).

ARTICLE 9: LABOR MANAGEMENT COMMITTEE

Section 9.01

In the interest of sound Labor-Management relations, the Safety Director and/or his designee may meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor-management relationship.

ARTICLE 10: BULLETIN BOARDS

Section 10.01

Bulletin Boards as are presently provided, and as may be installed in the future by the City, may be used by the OPBA for posting notices of the following types:

- A. Recreational and Social Events.
- B. Election and Election Results.
- C. General Membership Meetings, and other related business meetings.
- D. General OPBA Business of interest to employees.
- E. OPBA Correspondence.

ARTICLE 11: SENIORITY

Section 11.01

Seniority as a member of the Police Division shall be determined by continuous service in the Macedonia Police Department, calculated from the employee's date of hire as a Dispatcher. Continuous service shall only be broken by resignation, discharge or retirement.

Section 11.02-Service

An employee who has worked with another City, County, political subdivision, or the City of Macedonia, may carryover his/her time and such time may be credited for the employee's service for the availability of vacation, and sick time.

ARTICLE 12: DUES DEDUCTION

Section 12.01

The Employer shall deduct OPBA initiation fees and regular monthly dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. The dues deductions shall be from the employees' paycheck on the first pay of each month. If the employee's pay for that pay period is insufficient to cover the amount to be deducted, the Employer will make the deduction from future check(s) until amount needed is covered.

Section 12.02

The Employer will supply to the OPBA, a list of all employees for whom deductions have been made and it will be transmitted along with the amount of deducted dues to the OPBA P.O. Box 338003, North Royalton, Ohio 44133. Dues shall be paid to the OPBA in the first week of each month.

Section 12.03

The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 13: PREVAILING RIGHTS

Section 13.01

This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, and practices previously and presently in effect may be modified or discontinued, as long as the modification(s) and discontinuance(s) do not conflict with this labor agreement.

ARTICLE 14: PENSION PICK-UP

Section 14.01

The Employer shall deduct the employee's P.E.R.S. Pension contribution from the gross earnings of the employee, and said adjusted gross income will become subject to the tax deductions.

ARTICLE 15: REST PERIODS AND LUNCH

Section 15.01

The lunch period for all employees of the bargaining unit shall be thirty (30) minutes, and should be scheduled at or near the middle of the employees shift each workday. A lunch break may allow a dispatcher to be away from the work area for the designated lunch time, with the permission of the shift supervisor. However, if the employee is away from their work area for lunch, she must remain available and ready to return to work at a moment's notice.

Section 15.02

Lunch breaks that cannot be taken because of an emergency or natural disaster cannot be compensated for in pay or time. The lunch time taken shall be considered as time worked in the dispatchers work day.

Section 15.03

The shift supervisor shall make every effort to relieve the dispatcher for his/her lunch.

ARTICLE 16: HOURS OF WORK AND OVER TIME

Section 16.01

Overtime rates of pay shall be paid to any employee who in a scheduled workday works in excess of his/her eight (8) consecutive hours or the employee works in excess of his/her forty (40) consecutive hour scheduled week.

Section 16.02

Holidays, Vacation Days, Sick Leave, compensatory time, or any approved leave shall be considered as time worked for the purposes of computing overtime.

Section 16.03

An employee working in excess of eight (8) hours in any day shall be compensated at the rate of one and one half (1 ½) times his/her base rate for all such excess work time. Overtime shall be calculated in one fourth (1/4) hour increments. Any employee working in excess of forty (40) hours in any scheduled work week shall be compensated at the rate of one and one half (1 ½) times his base rate for excess work time.

Section 16.04

An employee may elect to receive compensatory time instead of paid overtime. Such compensatory time may be accumulated to a maximum of one hundred and sixty (160) hours. Should the employee exceed the maximum accumulation the City shall pay for the excessive hours. Compensatory time shall be received as one and one half (1 ½) hours for every hour worked as over time. Request of compensatory time off is at the discretion of the employee, and such request shall be approved by the Chief of Police or his designee then forwarded to the Safety Director/Mayor. Calculation of time, shall be as defined the same as overtime pay in one fourth (1/4) of an hour increments. Employees may elect to “cash out” accumulated compensatory time during the second payroll of each month.

Section 16.05

Overtime shall be voluntary and not required except in situations which are deemed an emergency by the Chief or his designee. Once an overtime assignment is accepted, it shall be considered part of the employees normal and regular work assignment, except that inability to work based on illness shall not require the employee to use sick leave.

Section 16.06

Unscheduled overtime shall be offered to full-time dispatchers per an overtime list. The first list shall have the most senior dispatcher at the top of list, and the next most senior shall be the next name on the list, etc. Any contact with the member at the top of the list shall require her/him to accept or refuse the overtime, at which time the bargaining unit member will be placed at the bottom of the list, and this will continue in rotation. If

all members refuse the overtime offered, overtime may be offered to part-time Dispatchers. If part-time Dispatchers refuse the overtime offered, the dispatcher on duty at the time of the call-off may split the overtime equally with the next Dispatcher on duty, at the discretion of the Chief or designee. In such case that there is only two (2) hours between shifts, the Dispatcher on duty and the next dispatcher coming in to the next shift may split the hours equally (and do not offer overtime per the list), at the discretion of the Chief or designee.

ARTICLE 17: VACATION

Section 17.01- Vacation Leave Earned

The City shall provide regular, full-time employees annual vacation leave with pay. Length of vacation shall be as follows:

Years of Service	Length of Vacation
Less than 1 year continuous	0 hours
1 but less than 6	80 hours
6 but less than 11	120 hours
11 but less than 16	160 hours
16 years or more	200 hours

Section 17.02-Anniversary Date Vacation Schedules

Except as hereafter provided, vacation time earned on an anniversary date may be taken, subject to approvals, anytime during the calendar year, before or after the anniversary date. However, no vacation time can be taken until after one year of continuous service; unless the anniversary date falls in the last quarter of the calendar year, the vacation time may be taken, subject to approvals, anytime in the last quarter.

After one (1) year of continuous service, each employee will be credited with an amount of accrued vacation time set forth in Section 17.01 on January 1 of each calendar year based on the years of service he/she will complete during that calendar year. An employee who takes all vacation time credited for the year and separates from employment before his/her anniversary date will be required to reimburse the City a pro rata share of the vacation time taken.

Section 17.03-Split vacations

Vacations may be split, however it shall be done only with the permission of Chief of Police or of the Mayor/Safety Director.

Section 17.04-Accumulation

Vacations are not cumulative and shall not be postponed until the following year unless there have been exceptional circumstances which caused postponement. The employee may carryover (1) one week of vacation and such carry over must be used in the succeeding year. Such request shall be made in writing to the Chief of Police before December 1, of the calendar year and after the Chiefs approval the request will be submitted to the Safety Director/Mayor for final approval.

Section 17.05-Separation from Service

Upon separation from service, an employee shall be entitled to compensation for any earned but unused vacation leave to his credit at the time of separation. This does not apply to those employees who have less than one year of service.

Section 17.06-Transfer of Vacation

Employees intending to transfer from one department to another, must use their current and extended vacation leave before the effective date of their transfer, unless the new department head is willing to accept the transfer of vacation leave.

Section 17.07-Vacation Pay in Case of Death

In case of death of an employee, the approved extended and current vacation leave earned, shall be disbursed in accordance with the schedule in subsection (.01) hereof.

Section 17.08-Planning of Vacations

- A) Vacations should be planned as far in advance as possible so as not to interfere with the efficient operation of the division. Allowing for the principle of the scheduling needs of the department, the Chief of Police shall accept each employee's request of vacation leave dates, proceeding on the basis of seniority within rank.
- B) An exception to vacation approval for seniority shall be that a one (1) day vacation request shall not supersede a vacation request of two (2) or more days off as vacation time. Vacation time requests shall supersede all other leave requests.
- C) Said vacation dates shall not be changed unless by mutual agreement of both parties. Emergency situations as determined by the Chief of Police are exempt under the intent of this section. If due to an emergency, vacation leave is denied to an employee, such days may be re-scheduled during the vacation year by mutual agreement of the parties. If the mutual agreement is not obtained, said unrescheduled days may be carried over to the following year.

Section 17.09-Record of Vacation Leave

A record shall be maintained by the Director of Finance with a copy to the department head for each employee showing days earned, days used, and balance available for vacation leave.

Section 17.10-Anniversary Date-Years of Service

"Anniversary Date" means the date an employee began full-time service on or after June 12, 1962. It is not affected by the type of appointment, whether temporary, provisional, certified or unclassified. Service should be computed from the anniversary date. If an employee is off the payroll for a significant period of time except due to an injury sustained in connection with his/her employment, (e.g., on leave of absence) the following anniversary date should be deferred by an equivalent amount. If an employee resigns and is later reinstated or re-employed, the date of reinstatement or reemployment shall constitute a new anniversary date.

Section 17.11

After fifteen (15) years of service an employee may bank one (1) week of vacation. Any employee who currently has more than fifteen (15) years of service as of this contract will be grandfathered allowing more than one (1) week of vacation accumulation up to nine (9) weeks total. The payment of this banked vacation shall be based on the employees' retirement rate of pay and is above and beyond any earned but unused vacation leave to his/her credit at the time of retirement. An employee shall give the City six (6) months' notice of her/his intention to retire.

Section 17.12 - 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 (40) hours. To be eligible to request the buyback of vacation a member must be entitled to at least three (3) weeks of vacation per year under Article 17 of this Agreement.

ARTICLE 18: HOLIDAYS

Section 18.01

The below listed are designated as paid holidays for all full-time employees:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Juneteenth	Employee's Birthday
Independence Day	Personal Day

Section 18.02-Holiday Pay During Sick Leave

If a holiday occurs during a period that the employee is on sick leave, no sick leave time will be charged for that day, Employees must be eligible for compensation for the regular working day preceding and following a holiday in order to qualify for holiday pay.

Section 18.03-Holiday Pay on Vacation

Employees shall be paid for a holiday as designated herein at their normal rate of pay when they are receiving their vacation leave. A vacation day shall not be deducted on said holiday.

Section 18.04-Working a Paid Holiday

Employees required to work on a holiday as designated in Section 18.01 (with the exception of the Day after Thanksgiving, Employee's Birthday, and the Personal Day), shall have the option to either be paid at one and one-half (1 ½) times their rate of pay, or receive compensatory time at the rate of one and one-half (1 ½) their rate of pay. In addition, the employee shall receive eight (8) hours of holiday compensatory time to be taken at another date. The employee may elect to cash in the compensatory time at the applicable hourly rate, i.e., the employee may receive eight (8) hours of pay in lieu of holiday compensatory time off. This election must be made within the pay period that working a premium holiday occurs. If the employee does not make the election, the time automatically becomes a floating holiday. Such request shall be granted at the discretion of the employer, but shall not be unreasonably denied.

Any employee who works more than their scheduled shift, who is ordered to work, or who is required to work on his/her day off on a holiday shall receive two (2) times their regular, straight time rate for all hours worked on said holiday or all hours worked on their shift, whichever is applicable.

Section 18.05-Holiday Time Off

Any member wanting holiday time off will first seek permission from the Chief or his/her designee.

Section 18.06-Cancellation

The Safety Director/Mayor has the right in time of strike or other emergency to suspend or postpone holiday and off duty time.

ARTICLE 19: SICK LEAVE

Section 19.01-Sick Leave Accumulation

Sick leave with pay shall accrue at the rate of 4.62 hours per pay period. Accrued but unused sick leave credits will be carried forth each year and such accumulation shall be unlimited.

Section 19.02-Sick Leave Credits When Off Duty

Employees absent from work on regular holidays, vacation, disability arising from injuries sustained during the course of their employment, or special leave of absence with pay, shall continue to accumulate sick leave at the regular prescribed rate during such absence.

Section 19.03-Qualifications for Sick Leave

An employee eligible for sick leave with pay shall be granted such leave for the following reasons:

- A. Personal illness, injury or pregnancy related condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C. Examination of the employee, including medical, psychological, dental or optical examination, by an appropriate practitioner, when such an examination cannot be scheduled during non-working hours.
- D. Illness, injury or pregnancy related conditions of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member. For the purpose of this Article, immediate family is defined to include: spouse, parent, parent-in-law, stepparent, child, stepchild, brother, sister, grandparent, grandparent-in-law, grandchild, half-brother, half-sister, sister-in-law, brother-in-law (spouse's sibling or sibling's spouse), aunt or uncle.
- E. Examination, including medical, psychological, dental or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

Section 19.04-Notification/Approval of Sick Leave

- A. Notice Required. Unless there are valid, extenuating circumstances, an employee not reporting for work due to any of the reasons stated above shall inform his superior of the fact at least two hours prior to the time the work period begins.
- B. Application on special form. Before any payment is made pursuant to the provisions of this section, the employee shall make written application thereof on forms to be furnished by the City.

- C. Doctor's certificate may be required. Sick leave pay or disability leave in excess of twenty-four (24) hours shall be granted only after presentation of a written statement from a physician certifying that the employee's condition prevented him/her from performing the duties of his/her position. If the illness or physical incapacity continues more than seven (7) days, periodic reports by the physician may be required at the City's discretion. If the illness or incapacity is of sufficient duration, the City may require, as a condition of re-employment, a physician's statement certifying that the employee is physically able to return to work.

Section 19.05-When Earned Sick Leave is Exhausted

Whenever absence chargeable to sick leave exceeds the amount earned and authorized, the pay of an employee shall be discontinued until he returns to work. However, an employee with vacation to his credit may, upon request, use all or any part of his vacation credit as sick leave with pay.

Section 19.06-Illness or Injury While Off Duty

If an employee becomes ill or injured while on vacation or holiday, he may, by written request and by complying with and qualify under the provisions of subsection .03 hereof, have his vacation status changed to sick leave for the duration of such illness or injury providing he does not exceed his sick leave credit.

Section 19.07-Reemployment Credit

An employee, who is laid off from his position for reasons which do not discredit him and, if reappointed, may have available any unused sick leave existing at the time of his lay-off, as allowable by law.

Section 19.08

An employee at the time of retirement or disability retirement from active service with the Municipality, or at his death, shall be paid, in cash, fifty percent (50%) of the value of his accrued but unused sick leave credit to a limit of a maximum of 580 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 19.09-Abuse of Sick Leave -Unexcused Absence

Any abuse of sick leave shall be grounds for disciplinary action.

Section 19.10-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 19.11-Sick Leave Carryover Options

With approval of the Mayor an employee may elect one of the following options with respect to sick leave credit of over nine hundred and sixty (960) hours remaining at the end of a year.

1. Carry forward the balance.
2. Receive a cash benefit. The cash benefit shall equal one-half (1/2) hour of the employee's base rate of pay for every hour of unused credit that is converted. The balance of unused sick leave shall not go below the nine hundred and sixty (960) hour limit. The maximum number of hours which can be "cashed out" will not exceed one hundred and fifty (150) hours per year.

3. 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 Section 2.
4. 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 and 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.
5. Cash benefits will be paid the same pay period that includes the last day of December.
6. Balances carried forward are excluded from further cash benefits provided under this section.
7. An employee who separates during the year shall not be eligible for cash benefits provided under this section.

Section 19.12

An employee who has accumulated sick leave, may at his/her discretion, donate 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 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. Hours will be converted by dividing the donor's wage by the recipient's wage and multiplying the result by the number of hours donated. Any fractional hours will be dropped to convert to whole hours only.

ARTICLE 20: INJURY

Section 20.01

When an employee is injured in the line of duty while actually working for the Employer, he shall be eligible for a paid leave not to exceed ninety (90) working days, providing he files for Workers Compensation and signs a waiver, assigning to the Employer those sums (temporary total benefits) the employee would ordinarily receive as his weekly compensation as determined by law for those number of weeks, he receives benefits under this Article. (Any extension past the initial ninety (90) working days will be at the discretion of the Mayor.)

Section 20.02

The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave.

Section 20.03

An employee who is absent because of an injury/illness may return to work (providing the treating physician permits such return) to a light duty status (providing light duty exists) and working for his/her regular rate of pay. The decision for light duty status shall be made by the Chief of Police.

ARTICLE 21: BEREAVEMENT LEAVE

Section 21.01

An employee shall be paid for up to 24 work hours bereavement leave to attend a funeral of an immediate family member. This leave shall not be charged to accumulated sick leave of the employee. The Chief of Police may request the proof of death and relationship of the deceased.

Section 21.02 -Immediate Family

For the purpose of this Article the immediate family is defined to include spouse, parent, parent- in-law, stepparent, child, stepchild, brother, sister, grandparent, grandparent-in-law, grandchild, half-brother, half-sister, sister-in-law, brother-in-law, (spouse’s sibling or siblings’ spouse), son-in-law, daughter-in-law, aunt or uncle.

Section 21.03

Upon approval of the Chief of Police and Safety Director/Mayor, bereavement leave in excess of 24 work hours may be charged to an employee’s accrued sick leave balance; bereavement leave in excess of 24 work hours not charged to the employee’s accrued sick leave balance shall be counted as leave without pay.

ARTICLE 22: COURT OR CALL OUT TIME

Section 22.01

Whenever it is necessary for an off-duty dispatcher to appear in Mayor’s Court, or any other official court, or an administrative agency, on matters pertaining to or arising from police business, or to appear at a prosecutor’s request for a pre-trial conference, or is called out to work for any reason, including attendance for departmental meetings, the dispatcher shall receive a minimum of three (3) hours pay for such appearances.

Section 22.02

For said call-out time or court time the employee shall receive the overtime rate of one and one half (1 ½) times the normal rate of pay received by the employee.

ARTICLE 23: WAGES

Section 23.01

Retroactive to January 1, 2023, there shall be a four percent (4.0%) base wage increase for all bargaining unit members.

Effective January 1, 2024, there shall be a three percent (3.0%) base wage increase for all bargaining unit members.

Effective January 1, 2025, there shall be a three percent (3.0%) base wage increase for all bargaining unit members.

Wages shall be paid in the follow manner:

	Eff. 1/1/2023	Eff. 1/1/2024	Eff. 1/1/2025
Training Rate	\$23.16	\$23.85	\$24.57
Step 1-after training but less than 24 months	\$26.24	\$27.03	\$27.84
Step 2-(2 years)	\$27.15	\$27.97	\$28.81
Step 3-(3 years)	\$27.71	\$28.54	\$29.39
Step 4-(5 years)	\$28.26	\$29.10	\$29.98
Step 5-(7 years)	\$28.82	\$29.68	\$30.57

Section 23.02-Shift Differential

Effective the pay period after this contract is approved by Council and thereafter, for each hour worked between 11:00 p.m. and 7:00 a.m. (hereinafter “Night Shift”), the bargaining unit member working any hour during that time period shall receive compensation at the rate of one dollar fifty cents dollars (\$1.50) per hours in addition to his/her regular base compensation.

For each hour worked between 3:00 p.m. and 11:00 p.m. (hereinafter “Afternoon Shift”), the bargaining unit member working any hour during that time period shall receive compensation at the rate of one dollar (\$1.00) per hour in additions to his/her regular base compensation.

Shift differential as defined and explained in this Article shall be calculated in one-hour increments. An employee must work the entire hour in order to be paid a shift differential. The employer shall not take steps to deprive an employee or employees of shift differential pay by dismissing an employee with less than fifteen (15) minutes left in his or her final remaining shift differential - eligible hour. Any employee who is scheduled to a night shift and works past 7:00 a.m. at the conclusion of his or her shift should have his or her entire shift paid at the night shift differential rate articulated above regardless of whether that time worked is in whole hour increments or partial hour increments.

In any circumstance, every hour that an employee actually works from 11:00 p.m. to 7:00 a.m. shall be paid to that employee in accordance with the night shift differential system above.

In any circumstance, every hour that an employee actually works from 3:00 p.m. to 11:00 p.m., shall be paid to that employee in accordance with the afternoon shift differential system above.

Section 23.03-Training Rate

Bargaining unit members officially assigned as a trainer for newly hired dispatchers, will be compensated at a rate of one dollar (\$1) per hour for those hours spent training.

Section 23.04-TAC Rate

Bargaining unit members officially assigned as the TAC, will be compensated at a rate of one dollar (\$1) per hour. Bargaining unit members officially assigned as the assistant TAC, will be compensated at a rate of fifty cents (\$.50) per hour.

Section 23.05-Professional Performance Pay

Effective January 1, 2023, bargaining unit members who perform multi-jurisdiction dispatching or maintain an approved Medical Dispatch certification will receive an annual payment of one thousand dollars (\$1,000.00).

Section 23.06 – Educational Degree Compensation

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.

ARTICLE 24: LONGEVITY

Section 24.01

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

YEARS OF SERVICE	STIPEND
3	\$ 400
4	450
5	500
6	550
7	600
8	650
9	700
10	1,000
11	1,000
12	1,000
13	1,000
14	1,000
15	1,250
16	1,250
17	1,250
18	1,250
19	1,250
20	1,500
21	1,500
22	1,500
23	1,500
24	1,500
25	1,750

26	1,750
27	1,750
28	1,750
29	1,750
30+	2,000

Section 24.02

After an employee has reached the anniversary date of full-time employment, he is eligible to receive longevity payments. Such payment shall be made on the payroll following the anniversary date.

Section 24.03

Any full-time employee leaving for retirement shall receive the pro-rated portion of their longevity payment based upon the date of leaving.

ARTICLE 25: UNIFORM ALLOWANCE

Section 25.01

That each member of the bargaining unit is entitled to an annual allowance of \$900 in payment for necessary uniforms or parts thereof, each year of the labor agreement as follows:

1. Separate check of \$450.00 to be issued with the first pay in April
2. Separate check of \$450.00 to be issued with the first pay in October

The bargaining unit member must be actively employed in order to receive the bonus when each of the payments are made.

ARTICLE 26: SPECIAL LEAVE

Section 26.01

Leave without pay for personal reasons may be granted by the Chief of Police and Safety Director/Mayor upon request for periods not in excess of ninety (90) calendar days.

Section 26.02

Employees absent due to illness may request such special leave upon expiration of sick leave.

Section 26.03

Special sick leave may be renewed or extended beyond ninety (90) days by approval of the Chief of Police and the Safety Director/Mayor. Upon return from special leave, the employee shall be reinstated to his/her former position in the department.

Section 26.04

Utilization of unused vacation time, sick time or compensatory may be required and subject to approval of leave without pay. Denial of such leave shall be at the discretion of the Chief of Police and the Safety Director/Mayor.

Section 26.05

If the above is granted by the Chief of Police and Safety Director/Mayor, seniority shall not continue for the period of time the employee is on an unpaid leave, but the leave shall not be considered as a break in service. The continuation of benefits for the unpaid leave shall be at the discretion of the Safety Director/Mayor.

Section 26.06-Family and Medical Leave

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 Union will adhere to regulations of the FMLA Act 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 of a complaint with the Secretary of Labor or filing suit.

Where an employee who is eligible for leave under FMLA, has 40 hours or less of sick leave remaining, the employee may elect to take unpaid leave under the FMLA rather than exhaust the remaining sick leave.

ARTICLE 27: LAY OFFS AND RESTORATION

Section 27.01

Pursuant to the Ohio Collective Bargaining Law, ORC 4117.08 this is strictly a management right and is excluded from collective bargaining.

Section 27.02

All lay-offs and restorations shall be in accordance with ORC 124.

ARTICLE 28: NO STRIKE AND NO LOCK-OUT

Section 28.01

In recognition that the services provided by the employees are essential to the public health, safety and welfare there shall be no interruption of employees work for any cause whatsoever, nor shall there be any work slowdown or other interference with said public services.

Section 28.02

In the event that any employee is engaged in any violation of section O1, of this Article, the OPBA shall upon notification by the City, immediately order such employee or employees to resume normal work activities. If the OPBA carries out its obligations under this section in good faith and has neither authorized nor ratified such action, it shall have no liability for such action.

Section 28.03

The city shall not engage in a lockout of the bargaining unit members of the City Police Department.

ARTICLE 29: REIMBURSEMENT OF DAMAGES

Section 29.01

If in performing his/her duty as a dispatcher, such dispatcher should suffer damage to his eyeglasses, wristwatch, dentures or similar type items, a proof of loss shall be made in writing to the Chief of Police then forwarded to the Safety Director/Mayor. Upon approval the dispatcher shall be reimbursed for said damages but such payment shall not exceed two hundred and fifty (\$250). The City shall be entitled to right of subrogation.

Section 29.02

Should the City receive any money for purposes of reimbursement for damages to the employee's property, all money received for restitution shall be paid the employee to the extent it is in excess of any reimbursement amount paid to the employee by the City.

Section 29.03

The reimbursement of damages shall be made within sixty (60) days from the date the written request was given to tile Chief of Police.

ARTICLE 30: INSURANCE

Section 30.01

The City's contribution for employee health insurance premium shall be ninety-two and one-half percent (92.5%) of the total monthly premium for employees who have obtained gold or platinum status in the vitality wellness program the preceding year. The City's contribution for employee health insurance premium shall be eighty-five percent (85%) of the total monthly premium for employees who have not obtained at least gold status in the vitality wellness program the preceding year. The remaining share of the monthly premium shall be deducted from enrolled employees via bi-weekly payroll. For the 2023 insurance plan year, employee shares will be paid at the 2022 plan year rates and future increases will be subject to market increases in accordance with the percentages set forth herein.

Section 30.02

Each bargaining unit shall appoint up to 2 representatives to the Health Care Cost Containment Committee. The City shall appoint up to 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 2 members of council shall sit on the committee. The committee will meet as necessary, but not less than annually, to review cost associated with all medical insurance policies and identify methods for controlling costs.

Section 30.03

The Employer shall provide life insurance in the amount of \$25,000.00 per employee.

Section 30.04

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 30.05

In exchange for an increased annual dental maximum of \$1,500, employee deductions for single dental coverage will be \$1.00 per pay and employee deductions for family coverage will be \$2.50 per pay.

ARTICLE 31: DRUG FREE WORKPLACE SECTION 31.01

Section 31.01

Drug and alcohol screening/testing shall be conducted upon reasonable cause which means that the Employer possesses facts that give rise to reasonable cause that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used by the City in any criminal proceedings. The results of drug and alcohol testing shall be kept confidential except as may be provided by law. Results may be released to a person or entity when the City is authorized in writing by the employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

Section 31.02

All drug and alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.

Section 31.03

Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of urine which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value as the two previous tests. If at any point the results of the drug testing procedures conducted by the Employer specified in this article are negative, (employee confirmatory tests not applicable) all further testing and administrative actions related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee in any future disciplinary action, or in any employment consideration decision.

Section 31.04

Upon the findings of positive for a controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this section shall be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel unless the employee has previously tested positive for the use of drugs, refuses to participate in the EAP or counseling, or some other unusual

and/or exceptional facts exist so as to bypass the EAP, in which case the Employer shall have the right to initiate disciplinary action, pursuant to Article 9 of the Agreement .

An employee who participates in a rehabilitation or detoxification program shall be allowed to use accrued paid leave for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the discretion of the Employer upon his return to his position. For the purpose of this section, "periodic" shall mean not more than twelve (12) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use. Any employee in the above mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed 90 days.

Section 31.05

If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within three (3) years after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the Employer.

Section 31.06

No drug testing shall be conducted without the authorization of the Mayor or his designee. If the Mayor orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action. Records of drug and alcohol testing shall be kept confidential except as provided by law, however, test results and records may be used in future disciplinary actions as set forth in the article.

Section 31.07

The employee and the Union shall be given a copy of the laboratory test report of both specimens before any discipline is imposed.

Section 31.08

Employees that purposely make false accusations pursuant to this section shall be subject to disciplinary action pursuant to Article 9 of this Agreement. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of three (3) years.

ARTICLE 32: EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 32.01

The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, only if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program the employee is still abusing or resumes abusing such substances, the employee shall be disciplined pursuant to Article 9 of this Agreement.

Section 32.02

Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer’s discretion, be granted in coordination with the EAP where appropriate. All employee dealings with the EAP shall be strictly confidential.

Section 32.03

This Article shall not operate to limit the Employer’s right to discipline an employee pursuant to Article 9 of this Agreement for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer’s right to impose such disciplinary actions pursuant to Article 9 of this Agreement. An employee’s participation in the EAP does not operate to waive any other rights granted by this Agreement.

ARTICLE 33: EXECUTION AND DURATION

Section 33.01

The parties agree that, except as expressly set forth herein, this Agreement shall be effective January 1, 2023 and shall continue to be in force and effect until December 31, 2025. The parties also agree that this Agreement shall continue to remain in force and effect until a succeeding agreement has been negotiated.

Both parties agree to commence negotiations at least sixty (60) days, but not more than ninety (90) days, prior to the termination date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this _____ day of _____, 2023.

FOR THE EMPLOYER:

FOR THE UNION:

Mayor Nicholas Molnar

Bargaining Committee

ORIGINATOR: ADMINISTRATION

SPONSOR: Finley

**CITY OF MACEDONIA, OHIO
ORDINANCE NO. 12 - 2023**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT FOR DONATION OF THE REAL PROPERTY KNOWN AS
PERMANENT PARCEL NOS. 33-00010, 33-00012 AND 33-03316**

WHEREAS, the City of Macedonia makes every effort to encourage the proper development and beneficial use of real property within the City's boundaries; and

WHEREAS, certain real property located off of Valley View Road, which is currently owned by a private entity known as 9150 Group, LLC, has sat largely dormant for an extended period of time with little-to-no beneficial use made of said property during that period; and

WHEREAS, the City administration has been in negotiations with the entity known as 9150 Group concerning certain real property owned by that entity, which it now desires to donate to the City of Macedonia, with the understanding that certain requirements may need to be met by the City concerning the Ohio Environmental Protection Agency; and

WHEREAS, the Mayor and Council now determine that accepting the donation of approximately 5.80 acres of real property having a current address of 9150 Valley View Road and bearing permanent parcel number ("P.P.N.") 33-00010, 33-00012 and 33-03316 for public purposes is in the best interest of the City and its residents; and

WHEREAS, Council therefore desires to authorize the Mayor to enter into an agreement to accept the donation of the real property known as P.P.N.s 33-00010, 33-00012 and 33-03316.

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

Section 1. That the Mayor is hereby and herein authorized and directed to enter into an agreement to accept the donation to the City of Macedonia by 9150 Group, LLC of certain real property with the current address of 9150 Valley View Road, Macedonia, Ohio 44056 and known as P.P.N.s 33-00010, 33-00012 and 33-03316.

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 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.

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

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council