



May 9, 2023

TO: Council Members
Mayor Molnar
Directors
Staff
Media

From: Clerk of Council

RE: **AGENDA – Work Session & Regular Meeting: Thursday, May 11, 2023**
“Council Office Hours” with Councilor Garvas: 6:30pm
Work Session: 7:00pm
Council Meeting: 7:30pm

I. ROLL CALL

II. PLEDGE OF ALLEGIANCE BY MAYOR NICHOLAS MOLNAR

III. PROCLAMATIONS AND RECOGNITIONS

- Recognition of the Nordonia Knights Boys Basketball Team
- National Police Week Proclamation
- Mental Health Awareness Month Proclamation

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

Thursday, April 27, 2023 – Regular Council Meeting

V. PUBLIC COMMENTS

VI. CORRESPONDENCE

VII. PENDING &/OR NEW LEGISLATION

ORD.NO. 50 - 2023 [J. GARVAS, J. TULLEY]

AN ORDINANCE PROVIDING FOR SUBMISSION TO THE ELECTORS OF THE CITY OF MACEDONIA A PROPOSED AMENDMENT TO SECTION 11.01 OF THE CHARTER

REGARDING THE COMPOSITION OF THE BOARD OF ZONING AND BUILDING
CODE APPEALS

1st Read 4-13-23
2nd Read 4-27-23
3rd Read

ORD.NO. 51 - 2023 [J. GARVAS, J. BRANDT]

AN ORDINANCE PROVIDING FOR SUBMISSION TO THE ELECTORS OF THE CITY
OF MACEDONIA A PROPOSED AMENDMENT TO ARTICLE XIII OF THE CHARTER
REGARDING PARKS AND RECREATION

1st Read 4-13-23
2nd Read 4-27-23
3rd Read

ORD.NO. 52 - 2023 [V. VENTURA, D. FINLEY]

AN ORDINANCE AUTHORIZING PARTICIPATION IN THE HOUSTON-GALVESTON
AREA COUNCIL COOPERATIVE PURCHASING PROGRAM, AND FURTHER
AUTHORIZING THE PURCHASE OF A NEW AMR-60 AUTOMATED ROTARY MOWER
FROM M-TECH FOR USE BY THE SERVICE DEPARTMENT

1st Read 4-27-23
2nd Read
3rd Read

ORD.NO. 53 - 2023 [J. TULLEY, J. BRANDT]

AN EMERGENCY ORDINANCE ESTABLISHING A MORATORIUM FOR A PERIOD OF
TWELVE (12) MONTHS ON APPLICATIONS FOR, AND THE GRANTING OF PERMITS
OR OTHER AUTHORIZATIONS RELATING TO CAR WASH ESTABLISHMENTS
WITHIN THE CITY OF MACEDONIA

1st Read 4-27-23
2nd Read
3rd Read

RES.NO. 55 - 2023 [J. GARVAS, D. FINLEY]

A RESOLUTION CONFIRMING THE APPOINTMENT OF CHRISTINE MESKE TO THE
CITY OF MACEDONIA PLANNING COMMISSION

1st Read
2nd Read
3rd Read

ORD.NO. 56 - 2023 [J. BRANDT, V. VENTURA]

AN EMERGENCY ORDINANCE RATIFYING THE COLLECTIVE BARGAINING
AGREEMENT BETWEEN THE CITY OF MACEDONIA AND THE TEAMSTERS LOCAL
436 FOR THE YEARS 2023, 2024 AND 2025

1st Read
2nd Read
3rd Read

ORD.NO. 57 - 2023 [D. FINLEY, J. GARVAS]

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT WITH SILCO FIRE & SECURITY FOR THE REPLACEMENT OF THE CITY HALL DRY FIRE SUPPRESSION SYSTEM

1st Read
2nd Read
3rd Read

ORD.NO. 58 - 2023 [J. TULLEY, J. BRANDT]

AN EMERGENCY ORDINANCE ESTABLISHING A MORATORIUM FOR A PERIOD OF TWELVE (12) MONTHS ON APPLICATIONS FOR, AND THE GRANTING OF PERMITS OR OTHER AUTHORIZATIONS RELATING TO TIRE STORES AND ESTABLISHMENTS WITHIN THE CITY OF MACEDONIA

1st Read
2nd Read
3rd Read

ORD.NO. 59 - 2023 [V. VENTURA, J. TULLEY]

AN EMERGENCY ORDINANCE ESTABLISHING A MORATORIUM FOR A PERIOD OF TWELVE (12) MONTHS ON APPLICATIONS FOR, AND THE GRANTING OF PERMITS OR OTHER AUTHORIZATIONS RELATING TO MATTRESS COMPANIES AND ESTABLISHMENTS WITHIN THE CITY OF MACEDONIA

1st Read
2nd Read
3rd Read

VIII. MOTIONS/OTHER LEGISLATIVE ACTION

IX. MAYOR'S REPORT

X. COMMITTEE REPORTS

XI. DEPARTMENT REPORTS

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

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

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

May

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

***Public Comment for those not able to attend in-person at the May 11th 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 May 10th, 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

May 2023						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4 Mayor’s Court	5	6
7	8	9	10	11 Mayor’s Court City Council Work Session + Meeting	12	13 City-Wide Garage Sale
14 City-Wide Garage Sale	15 Planning Commission	16	17 Parks & Rec BZA	18 Mayor’s Court	19	20 Family Fishing Day
21	22 Rain Barrel Workshop	23	24	25 Mayor’s Court Food Truck Thursday Northfield- Macedonia Cemetery Meeting City Council Work Session + Meeting	26	27
28	29 Memorial Day	30	31			

Record of Proceedings
Regular Council Meeting
April 27th, 2023

1 Presiding Officer, Mayor Nicholas Molnar called the April 27th, 2023 regular meeting to order at
2 7:34p.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, second by Mr. Garvas, to **approve the minutes of the regular meeting of April 13,**
12 **2023 as received from the Clerk of Council.** The motion carried unanimously by a voice vote.
13

14 **SWEARING-IN:** Sergeants Aaron Clelland and Brian Glontz were sworn in as Lieutenants in the Police
15 Department. Both officers introduced family and friends in attendance, and the Mayor stated he is happy
16 to see where the Department is headed.
17

18 **PUBLIC COMMENTS:** None
19

20 **CORRESPONDENCE:** None
21

22 **INTRODUCTION, READINGS & ADOPTION OF LEGISLATION**
23

24 **ORDINANCE NO. 50-2023**

25 AN ORDINANCE PROVIDING FOR SUBMISSION TO THE ELECTORS OF THE CITY OF
26 MACEDONIA A PROPOSED AMENDMENT TO SECTION 11.01 OF THE CHARTER REGARDING
27 THE COMPOSITION OF THE BOARD OF ZONING AND BUILDING CODE APPEALS was offered
28 by Mr. Garvas for **second reading by title only.**
29

30 **ORDINANCE NO. 51-2023**

31 AN ORDINANCE PROVIDING FOR SUBMISSION TO THE ELECTORS OF THE CITY OF
32 MACEDONIA A PROPOSED AMENDMENT TO ARTICLE XIII OF THE CHARTER REGARDING
33 PARKS AND RECREATION was offered by Mr. Garvas for **second reading by title only.**
34

35 **ORDINANCE NO. 52-2023**

36 AN ORDINANCE AUTHORIZING PARTICIPATION IN THE HOUSTON-GALVESTON AREA
37 COUNCIL COOPERATIVE PURCHASING PROGRAM, AND FURTHER AUTHORIZING THE
38 PURCHASE OF A NEW AMR-60 AUTOMATED ROTARY MOWER FROM M-TECH FOR USE BY
39 THE SERVICE DEPARTMENT was offered by Mr. Ventura for **first reading by title only.**
40

41 The Mayor stated this legislation proposes the purchase of an autonomous mower to be used in
42 Longwood Park. It has proven difficult to find seasonal employees to perform this work, so this is an
43 exploration into other ways to get the work done. The Mayor further stated the equipment is safe and
44 would allow a worker to do other tasks near it and save time.
45

46 Ms. Brandt shared that the cost of this mower is about \$66,000, and Dir. Guidetti stated from a procedural
47 standpoint this legislation first authorizes the City to become a member of this governmental cooperative
48 purchasing program and therefore the purchase would not need to go out for formal bidding.
49

50 Upon Ms. Brandt's question of where this equipment would come from, Dir. Wilson stated M-Tech is
51 based in northeast Ohio. The Mayor further spoke about the safety features of the machine and that an
52 employee would be in proximity of the machine while it operates.
53

Record of Proceedings
Regular Council Meeting
April 27th, 2023

54 **ORDINANCE NO. 53-2023**

55 AN EMERGENCY ORDINANCE ESTABLISHING A MORATORIUM FOR A PERIOD OF
56 TWELVE (12) MONTHS ON APPLICATIONS FOR, AND THE GRANTING OF PERMITS OR
57 OTHER AUTHORIZATIONS RELATING TO CAR WASH ESTABLISHMENTS WITHIN THE CITY
58 OF MACEDONIA was offered by Ms. Tulley for **first reading by title only**.

59
60 The Mayor shared he had read another community was doing something similar to this, and it sparked
61 this conversation. Macedonia is a ten-square mile town with four car washes, and it begs the question of
62 “at what point is a certain type of business not necessary”. He further stated that while he believes a
63 property owner should be able to put up whatever they want if it conforms to zoning laws, there comes a
64 time when a saturation point has been reached, and this legislation is to open up a conversation with
65 Council and may extend to other types of businesses in the City.

66
67 **RESOLUTION NO. 54-2023**

68 A RESOLUTION AUTHORIZING THE DISPOSITION OF CERTAIN MUNICIPAL PROPERTY BY
69 THE CITY OF MACEDONIA POLICE DEPARTMENT IN ACCORDANCE WITH CITY OF
70 MACEDONIA CODIFIED ORDINANCE § 121.05 AND OHIO REVISED CODE § 721.15 was offered
71 by Mr. Finley for **first, second and third readings by title only**. Seconded by Mr. Ventura. The motion
72 carried unanimously by a voice vote.

73
74 Chief Yakopovich stated this legislation would allow the Police Department to auction off older vehicles
75 as pieces of the new fleet arrive.

76
77 Mr. Finley moved, second by Mr. Ventura, to **adopt RES.NO. 54-2023 and post the same according to**
78 **law**. Motion carried by a unanimous voice vote. **RES.NO. 54-2023 declared and adopted**.

79
80 **MOTIONS / OTHER LEGISLATIVE ACTION:**

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82 **MAYOR’S REPORT**

- 83 ~Construction is taking place on the emergency drives at City Hall
84 ~Stores planning to go in at the empty spaces next to the Burlington location include Nordstrom
85 Rack, Sephora and TJ Maxx. Dates/times of when these businesses will open are unknown at the
86 moment.
87 ~Put the phones down and drive the car—no text message is that important!

88
89 **COMMITTEE REPORTS**

90
91 **Parks & Recreation Commission:** Ms. Brandt reported the Parks & Recreation Commission met on
92 April 19 to discuss new projects they would like to see happen, and the Parks & Recreation staff came
93 back with the costs for many of those projects. Spring projects were discussed, along with registration
94 numbers for Spring activities. The next meeting will be Wednesday, May 17 at 6pm upstairs at the
95 Recreation Center.

96
97 **Charter Review Commission:** Mr. Garvas reported the Charter Review Commission has gone through
98 everything they were asked to, and thanked the members of the Commission, which include Vinnie
99 Milianta, Linda Biber, Paul Bender, Tom Dirmyer, Julie Nicholson and Luis Gonzalez. Mr. Garvas
100 credited this group with finding a few discrepancies in the Charter where the Codifier had not updated
101 previous amendments to the Charter, and they discovered them by carefully going through the document
102 and asking questions.

103
104 **Cemetery Board:** Ms. Tulley reported the Board will be meeting next Wednesday, May 3 at 3:30pm and
105 would like to hold their annual meeting on May 25 at 7:15pm before the regular Council meeting.

Record of Proceedings
Regular Council Meeting
April 27th, 2023

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DEPARTMENT REPORTS

Service Department: Director Wilson – Lots of mowing, soil and seeding, and touch-up work being done. Several repairs are taking place in the Recreation Center, and the first-floor bathrooms at the City Center should be done in about two weeks. Ditching and culvert work is being done, with Dir. Gigliotti and Wilson inspecting different areas in the City.

Engineer: Director Gigliotti – Parking lot construction is underway—thanks to the Fire and Police Departments for being cooperative during the inconvenience.

Mr. Ventura asked that Dir. Gigliotti and Wilson not let waterflow issues on a property near Bradford Dr. and Blueberry Ln. slip through the cracks and thanked them for their attention to this matter up to this point. Dir. Wilson shared that this issue is on their agenda.

Parks and Recreation Department: Director Chadock – Contract with Butler Fitness starting on May 1. They offer personal training and fitness assessments. The cabinetry in the breakroom at the Recreation Center has been replaced. Thanks for previously approving the multipurpose field expansion project at Longwood Park, which will start next month with the intent of first using them for soccer in the Spring of 2024. Macedonia Parks & Recreation were recognized by the National Recreation and Parks Association (NRPA) as a finalist for the 2023 National Gold Medal Awards for Excellence in Park and Recreation Management. Finalists will compete for the Grand Plaque Award honor, which will be announced in October at the NRPA Annual Conference in Dallas.

Mr. Garvas commended the Parks & Recreation Department on the success of the first Food Truck Thursday of the season.

Finance Department: Director Veres – No report

Fire Department: Chief Ripley – With the construction taking place on the emergency entrance, please use caution when going in and out of the parking lot, as emergency vehicles will be using routes they don't normally utilize. Crews are out flushing hydrants and have about two-thirds of the City done. Please watch out for bicycles as the weather changes and drive cautiously.

Police Department: Chief Yakopovich – Congratulations to Lt. Clelland and Glontz on their promotions. In response to Ms. Brandt asking him to provide some common-sense tips when being pulled over, the Chief shared that officers should be in full uniform. Unmarked cars are not primarily used for traffic stops and are in fact very rare. It is ok to ask for identification from the officer, and one can also call 9-1-1 to speak with dispatch and confirm an officer has initiated the stop. Additional common-sense practices include pulling over near a well-lit area with other people nearby.

HR Department: Director Smith – Absent

Building Department: Commissioner Rodic – Projects under construction currently include Chik-fil-A and Taco Bell finishing their minor alterations. Interior renovations at Target are nearly complete. Optima Dermatology is in the process of finishing their exterior sitework. Panda Express is anticipating a late May opening, TJ Maxx is making exterior improvements, Basch Jewelers are in the drywall stage and anticipating a July opening, and Cleveland Clinic will be opening their new office on Monday at the Maguire Medical Building. The Planning Commission will hear from Sephora and Chase Bank at their next meeting. No BZA meeting in May due to lack of agenda.

Record of Proceedings
Regular Council Meeting
April 27th, 2023

158 **IT Department:** Director Collins – 28 help desk tickets closed since the last Council meeting. Major
159 projects include procurement of hardware for the Lieutenants’ offices in the Police Department and for
160 the Fire Department, and expansion of wi-fi at the Recreation Center.

161
162 **Law Department:** Director Guidetti – No report

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164 **UNFINISHED BUSINESS:** None

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166 **NEW BUSINESS:**

167
168 Mr. Ventura shared that Summit County ReWorks is hosting an event on May 2-4 from 1-6pm to collect
169 hard-to-recycle materials that require special handling. If you have a television to discard, you must
170 register ahead of time. ReWorks is located just east of State Road 8 as you exit Graham Road in Stow.

171
172 Ms. Brandt congratulated Dir. Chadock and his staff for the work applying for the Gold Medal award, and
173 for the work they’ve done to get to the place where they can win this award. Congratulations also to
174 Lieutenants Clelland and Glontz on their promotions.

175
176 Ms. Tulley wished Ms. Brandt a happy birthday.

177
178 There being no further business, Mr. Garvas moved, second by Ms. Brandt, to **adjourn the meeting**. The
179 motion passed **unanimously** pursuant to a voice vote and the meeting was adjourned at approximately
180 8:15p.m.

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182
183 **Date:** _____

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185
186 **Attest:** _____
187 Jon Hoover, Clerk of Council

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189
190 **Mayor:** _____
191 Nicholas Molnar

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ORIGINATOR: CHARTER REVIEW COMMISSION

SPONSOR: COUNCILOR GARVAS

**CITY OF MACEDONIA
ORDINANCE NO. 50 – 2023**

**AN ORDINANCE
PROVIDING FOR SUBMISSION TO THE ELECTORS OF THE CITY OF
MACEDONIA A PROPOSED AMENDMENT TO SECTION 11.01 OF THE CHARTER
REGARDING THE COMPOSITION OF THE BOARD OF ZONING AND BUILDING
CODE APPEALS**

WHEREAS, it has become necessary to amend Section 11.01 of the Charter of the City of Macedonia relative to the composition of the City’s Board of Zoning and Building Code Appeals; and

WHEREAS, it has been deemed in the best interest of the health, safety and welfare of City residents to amend Section 11.01 of the Charter as set forth below; and

WHEREAS, Council desires to provide for submission of this proposed amendment to the electors of the Municipality at the November 2023 general election.

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

Section 1. That the amendment proposed by Council shall be submitted to a vote of the qualified electors of the City of Macedonia at the general election to be held on Tuesday, November 7, 2023. Such amendment shall read as indicated in Exhibit “A” attached hereto and incorporated herein by reference.

Section 2. That in the event the foregoing amendment to the City Charter is approved by a majority of the electors voting thereon, such amendments shall become a part of the Charter of the City of Macedonia and shall become effective as provided therein; and the present existing sections or part sections of said Charter shall thereby be deemed repealed as they are affected.

Section 3. The ballot for the determination of this issue shall read as follows:

Shall the Charter of the City of Macedonia be amended so as to change the composition of the City Board of Zoning and Building Code Appeals by allowing for up to two alternate members to be appointed by the Mayor or his/her designee to serve on the Board in the event a regular member is unavailable?

_____ Yes

_____ No

Section 4. That the Clerk is authorized and instructed to give notice of the proposed amendments in accordance with Ohio Revised Code Section 731.211.

Section 5. That the Clerk is authorized and directed to certify a copy of this Ordinance to the Board of Elections of Summit County, provided it is passed by a two-thirds vote of Council.

Section 6. That this Ordinance be, and hereby is, determined sufficient authority upon filing with the Summit Board of Elections to cause said Board to proceed to place the herein described Charter issue upon the Macedonia City ballot at the November 7, 2023 general election; and that such authority be deemed granted to the Board by its receipt of a certified copy of this Ordinance from the Clerk of Council.

Section 7. 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 8. 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

ARTICLE XI
BOARD OF ZONING AND BUILDING CODE APPEALS

Section 11.01 Creation and Duties.

Council shall by ordinance establish a Board of Zoning and Building Code Appeals to hear appeals for exception to and variances from the application of ordinances, resolutions, regulations, measures and orders of administrative officials or agencies governing zoning and building in the Municipality under procedures established by Council. Such Board shall be made up of five (5) electors of the municipality serving as regular members of the Board. There shall be an additional two (2) electors of the municipality serving as alternate members of the Board. ~~Each member of whom~~ shall serve a term of five (5) years. Alternate members of the Board may serve in the place of a regular member when a regular member is unable to attend, or is otherwise unable to vote, at any meeting of the Board. Alternate members shall only have the powers of a regular member of the Board, including but not limited to the ability to deliberate and vote, when serving in place of a regular Board member.

Such Board shall have such duties and functions as may be provided by ordinance of Council or the Statutes of the State of Ohio. Members of the Board of Zoning and Building Code Appeals shall be appointed by the Mayor subject to confirmation by a majority of the members elected to Council.

The terms of the regular members shall be staggered so that one member's term shall expire each year. The terms of alternate members need not be staggered. The Board shall annually elect its own Chairman and Vice Chairman, and Secretary. The Chairman and Vice Chairman shall be elected from the regular members of the Board, and the Secretary may be a regular member, alternate, or non-member of the Board. The minutes of the Board together with its findings and orders shall be filed in the Municipal offices.

The Board may adopt its own regulations, but the same shall not be inconsistent with the Statutes of the State of Ohio pertaining to municipal Zoning Boards or ordinances of the municipality of Macedonia.

The Board may adopt its own regulations, but the same shall not be inconsistent with the Statutes of the State of Ohio pertaining to municipal Zoning Boards or ordinances of the municipality of Macedonia. A member of the Planning Commission, elected from its own at the first meeting of the year, shall be a non-voting member of the Board of Zoning and Building Code Appeals.



ORIGINATOR: CHARTER REVIEW COMMISSION

SPONSOR: COUNCILOR GARVAS

**CITY OF MACEDONIA
ORDINANCE NO. 51 – 2023**

**AN ORDINANCE
PROVIDING FOR SUBMISSION TO THE ELECTORS OF THE CITY OF
MACEDONIA A PROPOSED AMENDMENT TO ARTICLE XIII OF THE CHARTER
REGARDING PARKS AND RECREATON**

WHEREAS, it has become necessary to amend Article XIII of the Charter of the City of Macedonia relative to City of Macedonia Parks and Recreation matters, including the operations of the City’s Parks and Recreation Department; and

WHEREAS, it has been deemed in the best interest of the health, safety and welfare of City residents to amend Article XIII of the Charter as set forth below; and

WHEREAS, Council desires to provide for submission of this proposed amendment to the electors of the Municipality at the November 2023 general election.

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

Section 1. That the amendment proposed by Council shall be submitted to a vote of the qualified electors of the City of Macedonia at the general election to be held on Tuesday, November 7, 2023. Such amendment shall read as indicated in Exhibit “A” attached hereto and incorporated herein by reference.

Section 2. That in the event the foregoing amendment to the City Charter is approved by a majority of the electors voting thereon, such amendments shall become a part of the Charter of the City of Macedonia and shall become effective as provided therein; and the present existing sections or part sections of said Charter shall thereby be deemed repealed as they are affected.

Section 3. The ballot for the determination of this issue shall read as follows:

Shall the Charter of the City of Macedonia be amended by reorganizing Article XIII to reflect the current organization and operation of the Parks and Recreation Department and Parks and Recreation Commission?

_____ Yes

_____ No

Section 4. That the Clerk is authorized and instructed to give notice of the proposed amendments in accordance with Ohio Revised Code Section 731.211.

Section 5. That the Clerk is authorized and directed to certify a copy of this Ordinance to the Board of Elections of Summit County, provided it is passed by a two-thirds vote of Council.

Section 6. That this Ordinance be, and hereby is, determined sufficient authority upon filing with the Summit Board of Elections to cause said Board to proceed to place the herein described Charter issue upon the Macedonia City ballot at the November 7, 2023 general election; and that such authority be deemed granted to the Board by its receipt of a certified copy of this Ordinance from the Clerk of Council.

Section 7. 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 8. 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

ARTICLE XIII
DEPARTMENT OF PARKS AND RECREATION COMMISSION

~~Section 13.01 Creation.~~

~~When it seems appropriate the Council shall create, by ordinance, a Parks and Recreation Commission, consisting of six (6) electors of the Municipality not holding other municipal office and one member of Council elected by Council annually. The six (6) electors shall be appointed by the Mayor and confirmed by the majority of the members elected to Council, and shall have terms of five (5) years, beginning and ending at such time as Council determines by ordinance or resolution. All seven (7) members of the Parks and Recreation Commission may vote.~~

~~Section 13.01.A Powers and Duties.~~

~~The Parks and Recreation Commission shall have such powers and duties as may be prescribed by ordinance of Council.~~

Section 13.021 Director of Parks and Recreation.

Council may by ordinance provide for the creation of the position of Director of Parks and Recreation, who shall be the head of the Parks and Recreation Department and shall serve under the general supervision of the Mayor. The Director shall be appointed by the Mayor, ~~on the advice of the Parks and Recreation Commission~~ and subject to confirmation of the majority of the members elected to Council.

Section 13.032 Qualifications and Term.

The Director of Parks and Recreation shall have knowledge of municipal park and recreation operations, budgetary and supervision skills. The Director of Parks and Recreation shall serve until removal as provided in Section 13.065 hereof, or upon written resignation.

Section 13.043 Duties in General.

The Director of Parks and Recreation, under the general supervision of the Mayor and, to the extent consistent with this Charter, shall be the Parks and Recreation administrator, and shall:

- (a) Manage, conduct and supervise all programs of the ~~p~~Parks and ~~r~~Recreation ~~d~~Department;
- (b) Be a non-voting member of the Parks and Recreation Commission;
- (c) Manage, conduct and supervise all operations of the Recreation Center; and
- (d) Have such other powers and duties as may be prescribed by ordinance of Council consistent with this Charter.

Section 13.054 Staff of the Parks and Recreation Department.

The Parks and Recreation Department shall include such other positions as are determined necessary by the Council; employees in such positions shall work under general supervision of the Director of the Parks and Recreation Department, and shall be appointed by the Mayor.

Section 13.065 Removal of the Parks and Recreation Director.

The Director of Parks and Recreation can be removed by the Mayor. The Director of Parks and Recreation may appeal the removal to Council. Council shall consider such appeal, shall hold a public hearing concerning the appeal, and may overturn the removal upon four (4) affirmative votes of the members of Council. The Director of Parks and Recreation can be removed by Council by four (4) affirmative votes of the members elected to Council.

Section 13.06 Creation of the Parks and Recreation Commission.

When it seems appropriate, Council shall create, by ordinance, a Parks and Recreation Commission, consisting of six (6) electors of the Municipality not holding other municipal office and one member of Council elected by Council annually. The six (6) electors shall be appointed by the Mayor and confirmed by the majority of the members elected to Council, and shall have terms of five (5) years, beginning and ending at such time as Council determines by ordinance or resolution. All seven (7) members of the Parks and Recreation Commission may vote.

Section 13.07 Powers and Duties of the Parks and Recreation Commission.

The Parks and Recreation Commission shall have such powers and duties as may be prescribed by ordinance of Council.



Section 13.078 Removal of Parks and Recreation Commission Members.

Any member of the Parks and Recreation Commission can be removed by the Mayor if a majority of the members elected to Council approve such removal by vote at a regularly scheduled meeting of Council.

Any member of the Parks and Recreation Commission can be removed by Council by four (4) affirmative vote of the members elected to Council.

ORIGINATOR: SERVICE DEPARTMENT

SPONSOR: Ventura

**CITY OF MACEDONIA
ORDINANCE NO. 52 – 2023**

**AN ORDINANCE
AUTHORIZING PARTICIPATION IN THE HOUSTON-GALVESTON AREA
COUNCIL COOPERATIVE PURSHASING PROGRAM, AND FURTHER
AUTHORIZING THE PURCHASE OF A NEW AMR-60 AUTOMATED ROTARY
MOWER FROM M-TECH FOR USE BY THE SERVICE DEPARTMENT**

WHEREAS, it is necessary to maintain the lawn mowing equipment for the City of Macedonia Department of Public Service in order to provide for the efficient and effective operation of the Department; and

WHEREAS, upon recommendation of the Director of Public Service, the City desires to authorize the purchase a new AMR-60 automated rotary mower that operates by GPS for the City of Macedonia Service Department through a government purchasing cooperative contract; and

WHEREAS, Houston-Galveston Area Council is a nationwide governmental procurement service (HGACBuy”) which meets or exceeds State governmental cooperative purchasing requirements; and

WHEREAS, Council further authorizes the City to first execute an interlocal contract to become a participating member of the HGACBuy cooperative purchasing program in order to purchase equipment through the program; and

WHEREAS, it is deemed necessary and in the best interest of the health, safety and welfare of all City residents to purchase a new automated rotary mower for the City of Macedonia Service Department from M-Tech through Embankscape Equipment d.b.a. “RC Mowers” at contract pricing through the HGACBuy cooperative purchasing program, Contract No. GR01-20, and, as such, competitive bidding for this purchase need not be undertaken; and

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

Section 1. The Council of the City of Macedonia hereby authorizes and directs the Mayor to first enter into an interlocal contract to become a participating member of the HGACBuy cooperative purchasing program.

Section 2. That Council of the City of Macedonia further authorizes and directs the Mayor to enter into a purchase agreement with M-Tech to purchase a new AMR 60” Rotary Mower with a 23.5hp Kawasaki Engine through the HGACBuy cooperative purchasing program,

Contract No. GR01-20, as set forth on the document attached hereto as Exhibit “A” and incorporated herein by reference.

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 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

EXHIBIT "A"



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:

GR01-20

Date Prepared:

4/19/2023

This Worksheet is prepared by Contractor and given to End User. PO with worksheet should be Emailed to H-GAC @ 713-993-4548 or veronica.johnson@h-gac.com. Please type or print legibly.

Buying Agency:	City of Macedonia (OH)	Contractor:	Mtech / Embankscape Equipment LLC dba RC Mowers
Contact Person:	Dan Wilson	Prepared By:	Don Houck / Jessica Korthals
Phone:	(614) 572-8003	Phone:	(480) 848-8904
Fax:		Fax:	
Email:	dwilson@macedonia.oh.us	Email:	dhouck@mtechcompany.com / jkorthals@rcmowersusa.com

Catalog / Price Sheet Name:	HGAC - RC Mowers Pricing Catalog Effective 11.7.2022
Product Code/General Description of Product:	GR20AAF1 - RC Mowers Remote-Operated Slope Mowers

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	A-60 - AMR 60" Rotary Mower, 23.5hp Kawasaki Engine	64950	64950
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			64950

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%
---	--	----

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Freight	1,100.00
Subtotal C:	1100

Delivery Date:	TBD	D. Total Purchase Price (A+B+C):	66050
-----------------------	------------	---	-------

Introducing the AUTONOMOUS MOWING ROBOT™

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ROBOTIC MOWERS



DEALER LOCATOR



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INTRODUCING THE ALL-NEW
A U T O N O M O U S
M O W I N G R O B O T

REDEFINING THE BUSINESS OF
MOWING

The Autonomous Mowing Robot™ is a revolutionary product that directly addresses the labor availability problems in the landscaping industry. With our autonomous mowers, landscape contractors can reduce the number of employees needed to

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to increase profit from mowing services, which traditionally is the number one source of landscaping companies' revenue but also generally the least profitable.

ONE OPERATOR DOES THE WORK OF THREE

- ▶ Reduce your labor needs
- ▶ Manage fewer employees and their problems
 - ▶ Scale your business with less labor
- ▶ Let your high-value talent do high-value work

Autonomous Mowing Robots are drama-free.

They show up on time, do precise work, pass drug tests and don't complain.



AUTONOMOUS MOWING ROBOT

[MODEL A-60]

- ▶ 60" Cut
- ▶ Kawasaki FX730V, 23.5 HP, 726cc Engine
- ▶ Hydro-Gear® ZT-3200 Transmission
- ▶ 5.0 gal (18.8 L) Fuel Tank
- ▶ Mows 1.5 to 2.2 acres per hour
- ▶ Parking Brake is push-button enabled when rider present. Automatic in autonomous mode.

\$64,950 MSRP

+ \$199/mo. Connection Fee (first year included with purchase)

Watch it Work

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POWERED BY **RCM ROBOTICS**

With a focus on the most advanced technology and safety in mind, our Autonomous Mowing Robots were designed and built by the RC Mowers Robotics team – a team of cross-industry heavy-hitters, led by the experts who developed the U.S. military's weapons guidance systems, and includes experts who worked to develop U.S. Department of Defense autonomous vehicles as well as leading experts in aviation safety.

RCM ROBOTICS AUTONOMY

Simply put, you'll need less labor to do more.

A single operator and our Autonomous Mowing Robots will generate the same revenue as a crew of three:

1

A single operator unloads the Autonomous Mowing Robots and mows the perimeter for each machine [first time mow only].

2

The operator mows around Keep-Out Areas such as landscaping and water features [first time mow only].

3

The operator enables Robot Mode. While the Autonomous Mowing Robots are mowing, the operator does trimming.

4

The Autonomous Mowing Robots mow everything within their perimeters, avoiding the Keep-Out Areas.

5

The Autonomous Mowing Robots stop for obstacles then resume when clear, and can plan around unexpected objects.

6

When their plans are complete, the Autonomous Mowing Robots return to their start position for loading.

7

The Autonomous Mowing Robots recall plans by location so no need to re-mow perimeters or Keep-Out Areas.

CONTROLLED BY A SIMPLE EASY TO USE

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Display real-time mowing progress and estimated completion time

Set striping direction and overlap width

Set mowing speed

Edit mowing plans: add / delete / modify / rename

View fuel status and low fuel notification

Displays real time mower status and fault messages

Pause and resume each mower separately or as a group

Sort saved mowing plans by distance to current location, plan name, and other means

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THE MOST ADVANCED AUTONOMOUS TECHNOLOGY + SAFETY SYSTEMS

Operating range ▶ *500 feet*

Anti-Collision ▶ *Safety system prevents collision with people, animals, and other objects. Machine stops when approached.*

Object Detection ▶ *Can detect basketball-sized objects and larger. Slows and then stops for objects in or near path. Auto resumes when object is cleared.*

Safe Enable ▶ *Will only operate autonomously when located inside of the mowing plan boundary.*

Safety Interlock ▶ *Will not operate autonomously with seat occupied.*

Environment Light ▶ *Works in any lighting conditions.*

Security ▶ *Autonomy mode requires operator authentication.*

Status Lights ▶ *Daylight visible machine status lights.*

Emergency-Stop ▶ *Machine mounted.*

Remote Emergency-Stop ▶ *Single belt clipped device controls up to 3 machines at*

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ORIGINATOR: ADMINISTRATION / MAYOR MOLNAR

SPONSOR: Tulley

**CITY OF MACEDONIA
ORDINANCE NO. 53 - 2023**

**AN EMERGENCY ORDINANCE
ESTABLISHING A MORATORIUM FOR A PERIOD OF TWELVE (12) MONTHS ON
APPLICATIONS FOR, AND THE GRANTING OF PERMITS OR OTHER
AUTHORIZATIONS RELATING TO CAR WASH ESTABLISHMENTS WITHIN THE
CITY OF MACEDONIA**

WHEREAS, pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, municipalities have the power to enact planning and zoning laws for the health, safety, welfare, comfort and peace of the citizens of the municipality, including reasonable restrictions on areas used for businesses and trades; and

WHEREAS, upon recommendation of the City's Administration, Council desires to implement a twelve (12) month moratorium on new car wash establishments or uses from the date of passage of this Ordinance, while the City undertakes a review and/or study of the Ordinances of the City of Macedonia, including the zoning, building and business regulation sections of the Macedonia Codified Ordinances and other applicable law; and

WHEREAS, this moratorium therefore will provide the City an opportunity to enact any reasonable regulations to protect the health, safety, welfare, peace, and comfort for the citizens of the City of Macedonia pertaining to car wash establishments.

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

Section 1. That a moratorium of twelve (12) months on the acceptance of any applications for, or granting of, any permits, zoning certificates or other authorizations allowing new car wash establishments or uses in any zoning district within the City of Macedonia is hereby established.

Section 2. That the City's Administration, including the Building Department and Zoning Inspector, is authorized and directed to undertake any and all action required to institute this moratorium.

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 a municipal department, and provided it receives the affirmative vote of three (3) or more of the members elected or appointed to this Council, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

ORIGINATOR: ADMINISTRATION

SPONSOR: GARVAS

**CITY OF MACEDONIA, OHIO
RESOLUTION NO. 55 - 2023**

**A RESOLUTION CONFIRMING THE APPOINTMENT OF CHRISTINE MESKE
TO THE CITY OF MACEDONIA PLANNING COMMISSION**

WHEREAS, a vacancy currently exists for the City of Macedonia Planning Commission due to the recent resignation of Mr. Joe Schiavone, with a remaining term ending November 30, 2023; and

WHEREAS, the Mayor wishes to appoint Ms. Christine Meske to fill the remaining term of such vacancy on the City's Planning Commission.

NOW THEREFORE, BE IT RESOLVED by the Council and the Mayor of the City of Macedonia, Ohio that:

Section 1. The appointment by the Mayor of Christine Meske to the City of Macedonia Planning Commission to fill the current Planning Commission vacancy with a remaining term currently ending on November 30, 2023, is hereby and herein confirmed.

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. 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: Brandt

**CITY OF MACEDONIA
ORDINANCE NO. 56 - 2023**

**AN EMERGENCY ORDINANCE
RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
CITY OF MACEDONIA AND THE TEAMSTERS LOCAL 436
FOR THE YEARS 2023, 2024 AND 2025**

WHEREAS, the City of Macedonia and the Teamsters Local Union No. 436 (“Local 436”) on behalf of the Service Department members previously entered into collective bargaining negotiations pursuant to Ohio Revised Code Chapter 4117; and

WHEREAS, the City and Local 436 have reached a tentative agreement, subject to ratification by Council; and

WHEREAS, Council believes the 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 between the City and Local 436.

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

Section 1. That the successor collective bargaining agreement between the City and Local 436, attached hereto as Exhibit “A” and incorporated herein by reference (“Agreement”), is hereby and herein ratified for the years 2023, 2024, and 2025.

Section 2. That the Mayor is authorized to execute the Agreement 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 three (3) or more of the members elected or appointed to this Council, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

AGREEMENT

between

THE CITY OF MACEDONIA, OHIO

and

TEAMSTERS LOCAL UNION NO. 436

**Excavating, Building Material, Construction Drivers,
Race Track Employees, Public Employees,
Manufacturing, Processing, Assembling
and Installer Employees**

of

LAKE, GEAUGA, CUYAHOGA COUNTIES AND VICINITY

affiliated with the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

January 1, 2023 – December 31, 2025

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ARTICLE 1: PREAMBLE

This Agreement is entered into by and between the City of Macedonia ("City") and Teamsters Local Union #436 ("Union").

ARTICLE 2: PURPOSE AND INTENT

In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the City 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 City 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 City's business; and
- (e) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3: RECOGNITION

The City recognizes the Union as the exclusive bargaining representative in all matters pertaining to the wages, hours and terms and conditions of employment during the term of this Agreement, and any continuation or modification thereof, for all full time employees of the City in the classifications of: Working Foreman, Equipment Operator, Maintenance Employees, Park Worker, Sign Shop Technician, and Tradesmen (Carpenter, Electrician, Plumber and Masonry), and all regular part-time employees of the City of Macedonia Parks & Service Departments, but excluding office employees, professional employees, supervisory employees, clerical employees, guards and any other person exempted from the definition of a Public Employee under Chapter 4117 of the Ohio Revised Code.

In the event the City creates a classification not listed above the Union shall be notified in writing not less than five (5) days prior to the effective date.

ARTICLE 4: DUES DEDUCTION AND FAIR SHARE FEE

Section 4.01

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

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

Section 4.02

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

Section 4.03

The City shall deduct dues, initiation fees or assessments from the first paycheck of the month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

Section 4.04

New Employees who do not become members of the Union may voluntarily consent to pay a fair share fee as a voluntary contribution towards the administration of this Agreement. An Employee is not required to pay a fair share fee unless the employee voluntarily consents to pay such a fee. The City is under no obligation to deduct or remit voluntary fair share fees from an Employee's pay unless the Union's submission of an Employee's authorization card. Upon the Union's submission of an Employee's authorization card, the City will deduct and remit voluntary fair share fees to the Union in the same manner that it deducts and remits Union dues, provided that the employee has earned sufficient wages during the applicable pay period to satisfy the deduction.

Section 4.05

A check in the amount of the total dues and voluntary fair share fees withheld from these employees authorizing a dues deduction shall be tendered to the Union within fifteen (15) days working from the date of making said deductions.

ARTICLE 5: UNION SECURITY

Section 5.01

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

Section 5.02

The Union is required by applicable law to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this agreement have been made for all employees in the bargaining unit and not only for members in the Local Union, and this Agreement has been executed by the City after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Section 5.03

In accordance with the policy set forth under Sections (1) and (2) of this Article, the City shall deduct, by way of payroll deduction and in accordance with the procedure in Article 4 of this Agreement, initiation fees, monthly dues, and voluntary fair share fees from the pay of employees upon receipt from the Union of individual written authorization forms voluntarily executed by an employee for that purpose. For present employees, such payments shall commence thirty-one (31) days following the effective date of the execution of this Agreement, whichever is the later, and for

new employees, the payment shall start thirty-one (31) days following the date of employment.

Such deductions shall be made as set forth above, except that any employee shall have the right to revoke such authorization by giving written notice to the Union and City, on a Union-approved form to be executed by any such employee. Employee membership and employee voluntary fair share deduction forms are irrevocable for a period of one (1) year and will be automatically renewed for successive periods of one (1) year, or, until termination of this Agreement, whichever occurs first. If an employee wishes to revoke his or her dues or fair share authorization, the employee must notify the City and the Union of such desire at least forty-five (45) days, but not more than sixty (60) days prior to the expiration of each one (1) year period or of the expiration of this Agreement, whichever occurs first.

ARTICLE 6: MANAGERMENTS 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 Employer as a governmental unit.

Section 6.02

The City 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, notification, 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.

Section 6.03

All policies and procedures contained in the City's policy and procedure manual shall apply unless in direct conflict with the provision of this contract.

ARTICLE 7: SUBCONTRACTING

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

If a decision to subcontract work will result in job loss or a reduction in regularly scheduled hours for employees, the City will provide reasonable notice to the Union. If the Union so requests, the City will meet to discuss the effects of the subcontracting prior to implementation within five days of the City's notice.

Where subcontracting quotes are solicited, the Union may submit a proposal. The City will consider the Union proposal in relation to cost savings, availability of manpower and the ability of Union to meet all project time constraints.

ARTICLE 8: CONFORMITY TO LAW

Section 8.01

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 8.02

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 8.03

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 9: NON-DISCRIMINATION

Neither the City, its agents, agencies, or officials nor the Union or its agents or discriminate against any member or employee on the basis of age, sex, marital status, race, color, religion, national origin, handicap, political affiliation, sexual orientation, gender identity or expression, genetic information, or for the purpose of evading the spirit of this Agreement. The City and the Union agree not to interfere with the desire of the person to become or remain a member of the Union.

ARTICLE 10: UNION ACTIVITIES

Section 10.01 - Time Off for Union Activities

The City agrees to grant the necessary time off, without discrimination or loss of seniority rights without pay, to any two (2) employees designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided forty-eight (48) hours written notice is given to the City by the Union specifying length of time off to a total of 5 days off per delegate per year with proof of attendance. The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the City's operations due to lack of available employees.

Section 10.02 - No Discrimination because of Union Activities

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for their acts as such officer of the Union so long as such acts do not interfere with the conduct of the City's business, nor shall there be any discrimination against any employee because of Union membership or activities.

ARTICLE 11: ACCESS TO PREMISES

Authorized agents of the Union shall have access to the City's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collections of dues and ascertaining that this Agreement is being adhered to, provided, however, that there is no interruption of the City's working schedule and that the Director of Service is notified in advance of such visitation.

ARTICLE 12: SHOP STEWARDS

Section 12.01

The City recognizes the rights of the Union to designate up to two Shop Stewards. The authority of Shop Stewards so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. The investigation and presentation of grievances in accordance with the provisions of this Agreement;
- b. The collection of dues when authorized by appropriate Union action;
- c. The transmission of such messages and information which shall originate with and are authorized by the Union or its officers, provided such messages and information have been reduced to writing.

Section 12.02

Shop Stewards have no authority to take strike action, or any other action interrupting the City's business, except as authorized by official action of the Union. The City recognizes these limitations upon the authority of Shop Stewards and shall not hold the Union liable for any unauthorized acts.

Section 12.03 - Grievance Preparation

The steward shall process grievances with proper regard for the City's operational needs and work requirements, and shall cooperate in good faith with the City in keeping to a minimum of time lost

from work due to grievance handling.

ARTICLE 13: BULLETIN BOARDS

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

ARTICLE 14: DISCIPLINARY PROCEDURE

Section 14.01

Disciplinary actions involving oral or written reprimands are made subject to the grievance procedure beginning at Step 1. Disciplinary actions involving suspensions, demotions and/or any reduction or loss in pay, rank or status and removals are made subject to the grievance procedure beginning at Step 2.

Section 14.02

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

Section 14.03

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

Section 14.04

The bargaining unit employees and the City are subject solely to the grievance procedure and binding arbitration of this 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 O.R.C. 4117.10 (A).

ARTICLE 15: GRIEVANCE PROCEDURE

Section 15.01

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

Section 15.02

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

Section 15.03

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 15.04

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

Section 15.05

Procedure -All grievances shall be promptly taken up. To be considered, a grievance must be filed at the first step within seven (7) days (exclusive of Saturdays, Sundays, and holidays) of its occurrence.

When an employee first becomes aware (or in the exercise of reasonable diligence should have become aware) of its occurrence at a later date, the grievance may be filed within seven (7) days of such time, but in no case more than thirty (30) days after the occurrence.

Step 1. The grievance shall first be discussed with the Director of Service or their designee. Upon request of either, the Steward shall be present.

Step 2. If the grievance has not been adjusted at Step 1, it may be appealed by the Chief Steward to the Mayor within seven (7) days of the answer of the Director of Service at Step 1. Within fourteen (14) days, the Mayor or the Mayor's designee may hold a meeting with the grievant, Chief Steward and/or Union representative. The Mayor, or the Mayor's designee shall respond, in writing, within seven (7) days of the meeting. If no meeting is held by the Mayor or the Mayor's designee, the written response shall be issued within fourteen (14) days after the receipt of appeal.

Step 3. In the event that the decision of the Mayor, or Mayor's designee is not acceptable to the Union, the Union may, within thirty (30) working days, file a request with the City to take the grievance to arbitration. Within ten (10) working days of the receipt of the request, the City and the Union shall confer in an attempt to select an arbitrator. If unable to do so, the arbitrator shall be chosen in accordance with the rules of the American Arbitration Association who shall supply the parties with a list of seven (7) arbitrators. Upon receipt of the list, the parties shall use the alternate strike procedure to select the arbitrator within ten (10) calendar days. The winning party of a coin toss shall determine which party shall strike from the list first.

Section 15.06 – Jurisdiction

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

Section 15.07- Binding Effect

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

parties.

Section 15.08 - Assignment of Cost

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

ARTICLE 16: LABOR MANAGEMENT COMMITTEE

Section 16.01

The Labor Management Committee shall be comprised of two Union Stewards, one full-time employee, Business Representatives, the Mayor or his/her designee, the Director of Human Resources and the Director of Service, or his/her designee.

Section 16.02

The Labor Management Committee may meet upon the request of the Union or the City. An agenda shall be submitted by the Union to the Mayor prior to the meeting.

Section 16.03

The issues to be discussed shall be limited to safety recommendations of methods or techniques to create more efficient operations of the department, or promoting ideas for harmonious relations of the employee and the City.

Section 16.04

All other members may attend such meeting on a voluntary basis. A member who is working on the scheduled meeting date may attend, providing approval is given by the employee's immediate supervisor.

ARTICLE 17: SEPARATION OF EMPLOYMENT

Upon discharge, the City shall pay all money including vacation pay due to the employee. Upon quitting, the City shall pay all money due to the employee, including vacation pay on the payday in the week following such quitting.

ARTICLE 18: SENIORITY

Section 18.01

A seniority list full time and part-time shall be established naming all the employees covered by this Agreement, with the employee with the greatest seniority (years of service) listed first. Seniority shall be based on the employee's date of permanent hire. Seniority, for the purposes of this Agreement, shall be interpreted to mean length of continuous service only, shall be a major factor in all matter affecting work-shift assignments, and shall be the governing factor in all matters affecting lay-off, recall and vacation preference, provided all other qualifications are equal.

Section 18.02

In the event, it becomes necessary for the City to lay off employees for any reasons, employees shall be laid off in the inverse order of their seniority, by classification with bumping rights. All affected employees shall receive a two (2) calendar week advance notice of lay off and the City shall meet with the affected employees prior to the actual occurrence of lay off. Employees shall be recalled from lay off according to their seniority. No new employees shall be hired until all employees on lay off status have been afforded recall notices.

Section 18.03

The seniority list shall be brought up-to-date on January 1, of every year and immediately posted thereafter on bulletin boards for a period of not less than thirty (30) days and a copy of same shall be sent to the Union and to the Steward. Any objection to the seniority list, as posted, must be reported to the City within ten (10) days from the date posted or it shall stand as accepted.

Section 18.04

All permanent job openings and/or vacancies shall be posted by the City for bid for five work days as soon as such openings and/or vacancies become available, and those employees in the bargaining unit shall be first considered for said opening and/or vacancy provided that the employee meets the qualifications set forth for said position and/or vacancy. This provision shall also apply to temporary job openings that are likely to last thirty (30) or more calendar days.

ARTICLE 19: WORKWEEK

The regular workweek shall be five (5) consecutive workdays consisting of forty (40) hours per week, Monday through Friday, each day consisting of eight (8) consecutive hours of work exclusive of lunch periods within the twenty-four (24) hour period or four (4) ten (10) hour days. The City reserves the right to engage in alternative schedules for temporary time periods so long as the alternative schedule does not exceed forty (40) hours per week. The Union will be informed of alternative schedules at least fourteen (14) days prior to implementation and such schedule changes shall not be unreasonably imposed.

Winter Work Hours

At the discretion of the City, the winter work hours will be a split shift schedule with twenty-four (24) hours operational coverage. Annual preparation for this work schedule will normally be made at least two (2) weeks prior to December 15th. The City will endeavor to provide employees with a minimum of two (2) weeks' notice prior to the beginning of winter work hours. However, the parties recognize weather related circumstances may dictate movement to winter work hours with less than two weeks' notice and will be dependent on weather conditions. Work on nights when there are no snow events will be general maintenance, cleaning or other duties as assigned by the Service Director. Currently, there is a \$1.25 per hour shift differential for employees working the B Shift.

In order to achieve 24-hour coverage, there will be two 12-hour shifts: an "A" shift and a "B" Shift. The "A" shift shall consist of mostly "A.M." hours, and the "B" shift shall consist of mostly "P.M." hours. The specific shift times will be decided by the City Service Director or their designee.

ARTICLE 20: WAGES

Section 20.01 Wage Scale

		4% (retro)	3%	3%
Maintenance Worker		01/01/2023	01/01/2024	01/01/2025
Park Worker	Start	\$22.48	\$23.15	\$23.84
	12 Months	\$23.68	\$24.39	\$25.12
	24 Months	\$24.91	\$25.66	\$26.43
	36 Months	\$26.22	\$27.01	\$27.82
Assistant Sign Shop	Start	\$23.22	\$23.92	\$24.64
Assistant Mechanic	12 Months	\$24.43	\$25.16	\$25.91
	24 Months	\$25.73	\$26.50	\$27.30
	36 Months	\$27.08	\$27.89	\$28.73
Sign Shop Technician	Start	\$24.59	\$25.33	\$26.09
	12 Months	\$25.89	\$26.67	\$27.47
	24 Months	\$27.24	\$28.06	\$28.90
	36 Months	\$28.68	\$29.54	\$30.43
Park Lead Man	Start	\$25.79	\$26.56	\$27.36
	12 Months	\$27.07	\$27.88	\$28.72
	24 Months	\$28.46	\$29.31	\$30.19
	36 Months	\$29.87	\$30.77	\$31.69
Equipment Operator	Start	\$26.49	\$27.28	\$28.10
Tradesman	12 Months	\$27.90	\$28.74	\$29.60
Mechanic	24 Months	\$29.34	\$30.22	\$31.13
	36 Months	\$30.89	\$31.82	\$32.77
Working Foreman	Start	\$29.23	\$30.11	\$31.01
	12 Months	\$30.67	\$31.59	\$32.54
	24 Months	\$32.16	\$33.12	\$34.11
	36 Months	\$33.71	\$34.72	\$35.76
Part-Time	Start	\$12.04	\$12.40	\$12.77
	12 Months	\$14.22	\$14.65	\$15.09
	24 Months	\$14.96	\$15.41	\$15.87
	36 Months	\$15.76	\$16.23	\$16.72

Section 20.02

The personnel who occupy the position of Mechanic shall receive five-hundred (\$500.00) annually, payable on the first full pay period of the New Year, and Assistant Mechanic shall receive two hundred fifty (\$250.00) annually, payable on the first full pay period of the New Year, as a “tool allowance. Tools owned by the City of Macedonia must remain on City property at all times and must be labeled with a City asset/property tag. All personal tools maintained on City property must

be inventoried by the respective Mechanic or Assistant Mechanic and submitted to the Director of Service before December 31 each year.

Section 20.03

The City will “pick-up” a total of two percent (2%) of the bargaining unit member’s share of OPERS contributions.

Section 20.04

Bargaining unit employees who have and maintain a Class A CDL license and submit proof thereof to the City shall be compensated for the same through an annual lump-sum payment of \$300.00.

ARTICLE 21: HOLIDAYS

Section 21.01

The following days shall be observed as holidays by all regular full time employees in the bargaining unit. All regular part-time employees are entitled to a portion of the holidays as presently calculated in Section 161.03(b) of the Codified Ordinances.

<u>Date</u>	<u>Holiday</u>
January 1	New Year’s Day
January (as designated)	Martin Luther King Day
February (as designated)	President’s Day
As designated	Good Friday
May (as designated)	Memorial Day
June (as designated)	Juneteenth
July 4	Independence Day
First Monday in September	Labor Day
October (as designated)	Columbus Day
November (as designated)	Thanksgiving Day
The day after	Thanksgiving Day (after)
December 25	Christmas Day
Employee’s Birthday	
Personal Day	

Section 21.02

When any of the holidays named above fall on a Sunday, the following Monday shall be observed; if the holiday falls on a Saturday, the preceding Friday shall be observed.

Section 21.03

Employee’s birthday and personal day shall not be used incrementally. If used on an eight-hour shift will count as eight hours. If used on a ten-hour shift will count as ten hours.

ARTICLE 22: VACATIONS

Section 22.01

The vacation schedule for regular full-time employees shall be as follows:

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

Section 22.02

Entitlement to vacations under this Section shall be determined as of the employee's anniversary date each year.

Section 22.03

Permanent part-time employees shall be entitled to a portion of the above vacation days with pay as presently provided in Section 161.03(b) of the Codified Ordinances upon completion of continuous part-time service in accordance with the above schedule.

Section 22.04

In the event that an employee covered hereby dies during the term of this Agreement, the employee's accrued vacation credits, if any, shall be paid in the wage equivalent as follows:

- a. If an employee dies testate, then to the employee's estate.
- b. If an employee dies intestate, leaving a spouse with whom said employee was living at the time of death, then to such spouse.
- c. If said employee leaves no such spouse, but is survived by children including adopted children, then to such children jointly. If any such children are then minors, then the guardian of such children must be joined in on such payment.
- d. If said employee has no such spouse nor children surviving him/her, then to the parents or parent of who survives the employee.

Section 22.05 - Scheduling of Vacation

- a. Planning of Vacation should be made as far in advance as possible so as not to interfere with the efficient operation of the department. The assignment of vacation time will be based on the employee's length of service (seniority).

All vacation days can be taken within the regular vacation period and must be scheduled and approved by the Director of Service or his/her designee in advance (a minimum of thirty (30) days notice when taking a week or more.

- b. Split Vacations. Vacation may be split, but must be taken in a minimum of one (1) day increments and only with the permission of the Director of Service or his/her designee, said approval to not be unreasonably denied. The employee must submit their request for split vacation a minimum of forty-eight (48) hours prior to the requested vacation day. If more than one employee requests split vacation for the same day, seniority shall govern the approval, if any, by the Director of Service. Employees seeking time off for emergency reasons where a request time of forty-eight (48) hours is not practical may request to use their vacation, or compensatory time subject to the approval of the Director of Service, said approval to not be unreasonably denied. An employee requesting emergency time off must submit or call- in their request in advance of their scheduled shift to the Director of Service. Documentation of the emergency may be required. Approved emergency leave must be taken in no less than one (1) hour increments, unless otherwise approved at the sole discretion of the Director of Service.
- c. Scheduling of Compensatory Time: Compensatory time off shall be scheduled by the City and the employee using the procedures set forth in paragraph (a) and (b) above.
- d. Employees with accumulated compensatory time are entitled to a maximum of eighty (80) hours time off per calendar year. Compensatory time may be accumulated to a maximum of one-hundred twenty (120) hours. Should the employee exceed the maximum accumulation, the City shall pay the employee overtime for the excess hours earned. Compensatory time shall be received at one and one-half hours for every hour worked as overtime. Compensatory time off will be granted only if the operations of the department are not unduly disrupted. Employees may have the option to “cash out” accumulated compensatory time on any pay period of each month.
- e. In the event an employee earns vacation at a rate of no less than 3 weeks per calendar year, then, upon that employee’s written request to the City, the City shall “buy back” one week (40 hours) of vacation time at the employee’s regular hourly rate.

ARTICLE 23: SICK LEAVE

Section 23.01 - Sick Leave Accumulation

Sick leave with pay for all regular full time employees shall accrue at the rate of one and one quarter (1-1/4) working days of leave, for each full calendar month of the employee’s service. Accrued but unused sick leave credits will be accrued forth each year and such accumulation shall be unlimited. All regular part time employees shall earn sick leave as presently calculated in Section 161.03(b) of the Codified Ordinances.

Section 23.02 - Sick leave credits when off duty

Employees absent from work on regular holidays, vacations, 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 23.03 - Qualifications for Sick Leave

Sick Leave shall be granted to an employee upon approval by the City for the following reasons:

- a. Personal illness, injury or pregnancy related conditions 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 examination cannot be scheduled during non-working hours.
- d. Family Sick Leave- the illness, injury, pregnancy related conditions or examination (medical, psychological, dental or optical) 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's family member. Immediate family as defined by established City sick leave policy.
- e. When such medical-related examination appointments cannot be scheduled during non-working hours, an employee shall make a reasonable effort to schedule such appointment at the beginning or end of their shift.
- f. Nothing in this section will prevent an employee from an employee from accepting the earliest available appointment. Any sick leave granted shall be taken in one-hour increments, in the minimum amount necessary for the employee to attend their medical appointment.

Section 23.04 - Notification/Approval of Sick Leave

- a. Notice required. An employee not reporting for work on account of any of the reasons stated above shall inform their superior of the fact and the reason thereof as soon as possible and prior to the time the work period begins.
- d. 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 three (3) working days, shall be granted only after presentation of a written statement from a physician certifying that the employee's condition prevented the employee from performing the duties of their position. Additional physician documentation may be required in accordance with FMLA. If the illness or physical incapacity continues more than seven (7) days weekly reports must be made by the physician. If the illness or physical 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 and perform the essential functions of their position.

Section 23.05 - 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/she returns to work. However, an employee with vacation to their credit may, upon request, use all or any part of their vacation as sick leave with pay.

Section 23.06 - Illness or Injury While Off Duty

If an employee becomes ill or injured while on vacation or holiday, the employee may, by written request and by complying with the qualifying under the provisions of Section 3, hereof, have their vacation status changed to sick leave for the duration of such illness or injury providing the employee does not exceed their sick leave credit.

Section 23.07 - Re-employment Credit

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

Section 23.08 - Retirement/Death/Disability Benefit

An employee at the time of retirement or disability retirement from active service with the Municipality, or at the employee's death, shall be paid, in cash, forty percent (40%) of the value of the employee's accrued but unused sick leave credit to a limit of a maximum of 384 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 the employee's heirs. Upon cash-out, the sick leave balance shall go to zero.

Section 23.09 - Abuse of Sick Leave - Unexcused Absence

Any abuse of sick leave shall be just and sufficient cause of disciplinary action which may include suspension and/or dismissal.

Section 23.10 - Sick Time Incentive

Any employee who does not use any sick time in a given quarter of a calendar year shall receive four (4) hours of compensatory time. However, that amount shall increase to eight (8) hours in the event that 75% or more of all bargaining unit members use no (zero (0) hours) sick time within that same quarter. It is therefore possible for an employee to receive up to a total of thirty-two (32) hours of compensatory time under this section within a calendar year.

Section 23.11 - Donation of Sick Time

An employee who has accumulated sick leave, may at their discretion, donate sick leave time to another employee who has used their 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.

Section 23.12 - Sick Before a Holiday

In order for the employee to be eligible for the holiday premium pay, he/she must have worked the day before and the day after such holiday, unless he/she has failed to work because of a scheduled day off, sickness or injury verified by a medical doctor’s certificate, or because of a death in the employee’s immediate family or scheduled vacations.

Section 23.13 – Unexcused Tardiness

- a. Employees who have an unexcused tardy, shall not be compensated for the period of tardiness.
- b. Employees who have been tardy three times within six months shall receive a verbal reprimand.
- c. After receiving the verbal reprimand, employees who are tardy again within six months of the last tardy occurrence shall be subject to progressive discipline, including:
- d. Fourth tardy occurrence-written reprimand
- e. Fifth tardy occurrence-one day suspension without pay
- f. Sixth tardy occurrence-three day suspension without pay
- g. Seventh tardy occurrence-five day suspension without pay
- h. Eighth tardy occurrence- subject to further progressive discipline up to and including termination.

ARTICLE 24: FUNERAL LEAVE

Section 24.01 - Bereavement Time

An employee shall be paid for up to three (3) days bereavement leave to attend the funeral of an immediate family member. The employee must submit the following to the Human Resources Director prior to the funeral in order for the request to be considered: The completed Funeral Form (supplied by the City); and a copy of the death notice from the newspaper. The employee’s request will be denied if this process is not followed.

Section 24.02 - Immediate Family

For the purpose of this Article the immediate family is defined to include spouse, parent, parent-in-law, step-parent, child, step-child, 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, uncle, niece or nephew.

Section 24.03 - Extra Bereavement Time

Upon approval of the Service Director or their designee, bereavement leave in excess of three (3) days will be charged to the employees accrued sick leave balance, personal day, compensatory day, vacation day or leave without pay.

ARTICLE 25: LEAVE OF ABSENCE

Any employee desiring leave of absence from their employment shall secure written permission from the City. The maximum leave of absence shall be at the City’s discretion, not to exceed three months, but such discretion shall not be unreasonably exercised. During the period of absence, the employee shall not engage in gainful employment in the same industry. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. Full seniority rights shall be maintained during a leave of absence.

Family and Medical Leave. The City and Union agree and acknowledge that the provisions of the Family and Medical 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 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.

ARTICLE 26: MILITARY LEAVE

Employees enlisting or entering the military or naval service of the State of Ohio or United States pursuant to the provisions of the Ohio Revised Code or Universal Military Training and Service Act and Amendments thereto, shall be granted all rights and privileges provided by the Act.

ARTICLE 27: JURY DUTY PAY

In the event that an employee loses all or part of their time on account of jury service, the City shall pay such employee an amount sufficient to guarantee no loss in wages on account of such absence from work.

ARTICLE 28: COURT TIME PAY

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

and not retained by the employee. No such Court time shall be considered overtime in computing the employee's regular hourly rate.

ARTICLE 29: INSURANCE

Section 29.01

Effective January 1, 2021, the City's share of the total monthly health insurance premium shall be 93.75% for employees who have obtained hold or platinum status in the City's wellness program the preceding year, and 87.5% for all other employees. Effective January 1, 2022 the City's share of the total monthly health insurance premium shall be 92.5% for employees who have obtained gold or platinum status in the City's wellness program the preceding year, and 85% for all other employees.

Employees' share of the monthly premium shall be deducted from enrolled employees via bi-weekly payroll.

Section 29.02

Each bargaining unit shall appoint up to 2 representatives to the Health Care Task Force 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 29.03

The City shall provide life insurance in the amount of \$25,000 per employee.

Section 29.04

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 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 29.05

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 30: EXAMINATIONS

Section 30.01

Physical, mental or other examinations required by a government body or the City shall be promptly complied with by all employees, provided, however, the City shall pay for all such examinations. The City shall pay for any time spent in the case of applicants for jobs and shall be responsible to the

employees only for time spent at the place of examination or examinations, where the time spent by the employee(s) exceeds two (2) hours, and in that case, only for those hours in excess of said two (2) hours. Examinations are not to exceed one (1) in any one (1) year. Employees will not be required to take examinations during their working hours.

Section 30.02

The City reserves the right to select its own medical examiner or physician; and the Union may, if it believes an injustice has been done an employee, have said employee re-examined at the Union's expense. In the event of a disagreement between the doctor selected by the City and the doctor selected by the Union, the City and the Union doctors shall together select a third (3rd) doctor within thirty (30) days, whose opinion shall be final.

ARTICLE 31: UNIFORMS

Section 31.01

An employee shall be required to wear prescribed uniforms which shall be furnished by the City at the City's expense. The City shall issue a TOTAL of eleven (11) uniforms to each bargaining unit employee (if coveralls are requested, each pair is considered as one (1) uniform). The City agrees to replace such items as found necessary at the City's expense unless the need for replacement is the result of negligence or wrongdoing by the employee in which case replacement will be at the employee's expense. The City agrees to launder the uniforms at the City's expense.

Section 31.02

In addition to receipt of the regular supply of uniforms in accordance with Section 31.01, an employee shall receive the following items of work clothing and materials, if necessary, which shall be paid for by the City: hard hats, rain suits, safety vests and safety goggles when needed.

Section 31.03

All employees shall be eligible to receive a clothing and footwear allowance of up to four hundred and fifty dollars (\$450.00) per calendar year for work-related clothing/footwear as approved by the Director of Service. Employees must provide the City with proof of purchase to be reimbursed.

ARTICLE 32: DEFECTIVE EQUIPMENT

The City shall not require employees to take out on the streets or highways any vehicle/equipment that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. All vehicle/equipment which is refused because it is not mechanically sound or properly equipped, shall be reported so that it cannot be used by other drivers until the maintenance department has adjusted the complaint. After the vehicle/equipment is repaired, the Employer shall place on such equipment as "OK" in a conspicuous place so the driver can see the same.

Employees shall immediately, or at the end of their shift, report all defects of vehicle/equipment. Such reports shall be made on suitable forms furnished by the City and shall be made in multiple copies, one copy to be retained by the employee. The City shall not ask or require any employee to

take out vehicle/equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the mechanical department.

When the occasion arises where an employee gives written report on forms in use by the City of a vehicle/equipment being in an unsafe working or operating condition and receives no consideration from the City, the employee shall take the matter up with the officers of the Union who will take the matter up with the City.

ARTICLE 33: DANGEROUS CONDITIONS OF WORK

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work, or danger to person or property, or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person or equipment. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by the City, the employee, before starting their next shift, shall make out an accident report in writing on forms furnished by the City and shall turn in all available names and addresses of witnesses to the accident. When safety equipment is required and provided by the City, any employee not using said equipment shall be subject to reasonable disciplinary action. It is the goal of the City to have all employees properly trained prior to the use of any tools or equipment.

ARTICLE 34: SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement or any supplements or riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any supplements or riders thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid, or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the City or the Union for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. There shall be no limitations of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 35: REVIEW OF PERSONNEL FOLDER

Section 35.01

Members of the bargaining unit shall be allowed to review their personnel folders at any reasonable time upon request by providing advance notice to the Service Director who will schedule a time for the employee with the Personnel Administrator. If a member, upon examining their personnel folder, has reason to believe that there are inaccuracies in those documents to which they have access, the member may write a grievance to the City explaining the alleged inaccuracy. If, upon the investigation, the City sustains allegation, they shall do one (1) of the following:

- a. The member's grievance may be attached to the material in question, and filed with it and the City shall note thereon their occurrence; or
- b. The City may remove the inaccurate material from the personnel folder if they feel that its inaccuracies warrant such removal; or
- c. The City may remove and destroy the material in the presence of the employee and the Union.

Section 35.02

It is agreed that the supervisory and administrative personnel may only divulge any material in any personnel folder in accordance with applicable State and Federal Law.

Section 35.03

The Union will no way hinder or interfere with any State or Federal regulations regarding an employee's folder. However, the Union may review an employee's personnel folder upon written authorization from said employee to the City, (Mayor or Service Director), authorizing the viewing of same.

ARTICLE 36: WORKING OUT OF CLASSIFICATION

An employee assigned to work in a classification with a higher rate of pay shall receive the rate of pay for that classification based upon the following hours:

8-hour Day: If employee is assigned to work from 1-4 hours, they will be paid at the higher classification rate for 4 hours. If employee works over 4 hours, they will be paid at the higher classification rate for 8 hours.

10-hour Day: If employee is assigned to work from 1-5 hours, they will be paid at the higher classification rate for 5 hours. If employee works over 5 hours, they will be paid at the higher classification rate for 10 hours.

When performing Arborist duties, the employee performing the job function will be paid an additional two dollars per hour (\$2.00). Hours will be calculated and paid based upon the "Article 36 Working Out of Classification" rates listed above.

Only the Director of Service or the Director’s designee may make temporary assignments “out of classification” which shall be issued in writing prior to the performance of the work.

ARTICLE 37: LONGEVITY PAY

Section 37.01

All full-time regular employees, after three (3) years of continuous service with the City shall receive longevity pay per the following schedule:

<u>Years of Service:</u>	<u>Stipend:</u>
3	\$400.00
4	450.00
5	500.00
6	550.00
7	600.00
8	650.00
9	700.00
10	1000.00
11	1000.00
12	1000.00
13	1000.00
14	1000.00
15	1250.00
16	1250.00
17	1250.00
18	1250.00
19	1250.00
20	1500.00
21	1500.00
22	1500.00
23	1500.00
24	1500.00
25	1750.00
26	1750.00
27	1750.00
28	1750.00
29	1750.00
30+	2000.00

Section 37.02

Longevity payments shall be made on the amounts as contained in the above schedule, minus all deductions required by law. Such payment shall be made each year in a separate check on the payroll following the employee’s anniversary date of hire.

Section 37.03

Any employee who retires shall receive the pro-rated portion of longevity payment based upon the date of leaving.

ARTICLE 38: PAY CHECK/PAY STUB

Section 38.01

The City shall continue to pay employees their pay checks on Friday of every other week.

Section 38.02

Those employees scheduled off duty on Fridays may pick up their pay checks on the Thursday preceding Friday pay days, so as not to create unnecessary trips or hardships on said employees. Employees wishing to pick their pay checks up early shall notify the Service and/or Finance Director. The Service and/or Finance Director must approve in advance the employee's right to pick up their pay check.

ARTICLE 39: OVERTIME OPPORTUNITIES/HOURS OF WORK

Section 39.01 - Rotating Overtime

When it becomes necessary to work overtime, employees shall be called utilizing the procedures outlined in Section 2 of this Article. When additional work force is necessary after employees have been called out pursuant to Section 2, the remainder of the bargaining unit work force shall be called next, the criteria being seniority and qualifications. The provision of this Article are not applicable to employees required to holdover two (2) or less hours after their shift as a result of operations and by order of the Service Director or his/her designee.

Section 39.02 - Rotation of Overtime Opportunity

- a. When the City determines overtime is necessary, the City will rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned for overtime. The City shall post and maintain an overtime roster which shall be made available to the Union upon request. Said roster shall be posted on appropriate bulletin boards in the facilities provided by the City and will include a list of overtime hours worked, refused, negative contact, and total hours overtime offered. The employees who on the overtime roster have the fewest aggregate hours worked and/or hours refused, among those qualified to perform the work being assigned, shall be called first. Employees on sick leave shall be removed from the overtime rotation list for sixteen (16) continuous hours, or until they have returned to their regularly scheduled shift. Upon return from sick leave, an employee shall have their name replaced on the overtime rotation list in the same order previously held. Employees on vacation shall be removed from the overtime rotation list on each day of the employee's vacation.
- b. An employee who is offered, but refused, an overtime assignment, shall be credited on the roster with the amount of overtime refused. Where the amount of overtime refused was two (2) hours or less, the employee will be charged with refusing two (2) hours. Where an employee refuses call-out overtime under Section 6 of this Article, the employee shall be credited on the rosters and charged with refusing all hours at issue.

Section 39.03 - Work Week

- a. Forty (40) hours per week shall constitute the standard work week for all full-time employees.
- b. Overtime shall be defined as time that a Bargaining Unit employee is at work in excess of forty (40) hours in a given work week or in excess of hours in a scheduled workday.

Section 39.04 – Meetings

In the event an employee is requested by the City to attend any meetings, whether training or otherwise, the employee shall be compensated at the current hourly rate of pay for each hour in attendance.

Section 39.05 - Call Back

A minimum of two and one-half (2-1/2) hours of pay at one and one half (1 1/2) times the hourly rate shall be guaranteed when an employee is requested to report back to work or when an employee is called in on a day the employee is not scheduled to work. The guaranteed overtime period begins when the employee arrives for duty. In addition to the guaranteed overtime, the employee will be guaranteed forty-five (45) minutes of pay at straight time for the period between call-in and arrival for duty provided the employee arrives within a 1-hour (60 minute) period. All other hours actually worked beyond the two and one-half (2-1/2) hour minimum shall be paid at the current overtime rate. When an employee assigned by the Director of Service to perform the call-back of employees during non-scheduled hours, that employee shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times the hourly rate for every six (6) hour period of the assignment. The City maintains the management right to maintain and control the rotating/aggregate-hours of overtime scheduling.

Section 39.06 - Call-Out Refusal

The City shall be the sole judge of the necessity for overtime. Overtime work shall not be refused unless an employee has reasonable justification. In the event that management informs the workforce in advance that a potential callback situation exists, one call to the employee's designated phone number shall constitute a refusal of overtime. If an employee fails to accept at least seventy-five (75%) of total monthly call-outs from November through April, the employee will receive a written reprimand and will be subject to the progressive disciplinary procedures in this contract.

Section 39.07 – Emergencies

Emergency overtime is defined as a natural disaster or any other emergency as determined by the Mayor or Service Director during which time the following procedure will be used for emergency call-outs:

- a. Go through the overtime list.
- b. Offer the available overtime to all other members of the bargaining unit.
- c. Call employees who are off on vacation, sick leave, personal day or any other leave.

ARTICLE 40: PREVAILING RIGHTS

Section 40.01

This Agreement represents the entire agreement between the City 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 modifications(s) and discontinuance(s) do not conflict with this Agreement.

ARTICLE 41: PROBATIONARY PERIOD

A new employee will have a twelve (12) month probationary period in which they do not belong to the Union. Prior to the end of the probationary period, the Service Director will communicate the Director's intention to hire the employee to the Mayor who will take the proper steps to see that the employee has full-time permanent status with the City. The removal of a probationary employee shall not be subject to review by the Grievance Procedure set forth in this Agreement.

An existing employee who is promoted in their employment with the City shall have a six (6) month probationary period. Prior to the end of the probationary period, the Service Director must communicate the Director's intention to retain the employee at the new position to the Mayor who will take the proper steps to see that the employee has permanent status with the City in their new position. The demotion of a probationary promote shall not be subject to review by the Grievance Procedure set forth in this Agreement.

ARTICLE 42: DRUG TESTING

Section 42.01

Drug and alcohol screening/testing shall be conducted upon reasonable cause which means that the City possesses facts that give rise to reasonable cause than 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 City from other administrative actions but such actions shall not be based solely upon the test results.

Section 42.02

All drug and alcohol screening tests shall be conducted by medical laboratories licenses 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 42.03

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 blood by the gas chromatography-mass spectrophotometer method

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 the employee's choosing, at the employee's expense. The 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 City 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 42.04

Upon the findings of positive for a controlled substance by the chemical tests, the City 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 exists so as to bypass the EAP, in which case the City shall have the right to initiate disciplinary action, pursuant to Article 14 of this 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 their position. Such employee may be subject to periodic retesting at the discretion of the City upon the employee's return to their 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 they be required to take a medical leave of absence without pay for a period not to exceed 90 days.

Section 42.05

If the employee refuses to undergo rehabilitation or detoxification, or if the employee fails to complete a program of rehabilitation, or if the employee tests positive at any time within three (3) years after their 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 City.

Section 42.06

No drug testing shall be conducted without the authorization of the Mayor or the Mayor's 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 42.07

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

Section 42.08

Employees that purposely make false accusations pursuant to this section shall be subject to disciplinary action pursuant to Article 14 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.

Section 42.09

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

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

ARTICLE 43: EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 43.01

The City 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 City 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 14 of this Agreement.

Section 43.02

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 City's discretion, be granted in coordination with the EAP where appropriate. All employee dealings with the EAP shall be strictly confidential.

Section 43.03

This Article shall not operate to limit the Employee's right to discipline an employee pursuant to Article 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 City's right to impose such disciplinary actions pursuant to Article 14 of this Agreement. An employee's participation in the EAP does not operate to waive any other rights granted by this Agreement.

ARTICLE 44: NO STRIKE AND NO LOCK-OUT

Section 44.01

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, during the term of this

Agreement.

Section 44.02

In the event that any employee is engaged in any violation of Section 01 of this Article, the Union shall upon notification by the City, immediately order such employee to resume normal work activities. If the Union carries out its obligations under this section in good faith and has neither authorized or ratified such action, it shall have no liability for such action.

Section 44.03

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

ARTICLE 45: CONDITIONS OF EMPLOYMENT

The provisions of Sections 1, 2, 3 of this Article are applicable to all employees hired after January 1, 2001. Employees hired prior to January 1, 2001, and who maintain a CDL at the present time, agree to maintain that status for the balance of their employment. The City shall pay for the regular renewal of the CDL for all employees.

Section 45.01

All employees shall have and maintain a valid Ohio Commercial Driver's License. The City shall reimburse an employee who successfully obtains their Class B CDL after January 1, 2021, for the full cost of the class and/or the initial (first attempt) test to obtain the Class B CDL. Similar reimbursement shall be paid for a Class A CDL, or any other endorsement that benefits the City, upon approval of the City at its sole discretion. In the event that the City employs a person without such license, that person shall obtain such license within one-hundred eighty (180) days or a reasonable time frame.

Section 45.02

In the event that an employee's CDL is suspended by the State of Ohio or a Court of Law, fails to renew the license before expiration, or the employee is not able to be insured by the City's insurance company to drive a motor vehicle, the employee shall notify the Service Director at once and shall not operate any vehicle for which the member is not licensed. The Director may assign the employee to non-driving work if such work is available and at the assigned position's regular rate of pay. If no work is available, the employee shall be laid-off (with no bumping rights) until such time as work becomes available.

Section 45.03

The City shall hold the employee's job for sixty (60) days after the employee's loss of CDL or failure to pass the CDL exam. If the employee obtains a CDL in that period, the employee will be returned to the regular duties and pay rate held before the loss of the CDL. If the employee fails to obtain a CDL before the employee's former position has been filled, the employee shall remain in the available work or on layoff until work becomes available. (NOTE: Refer to current Contract regarding layoff).

ARTICLE 46: DURATION OF AGREEMENT

Section 46.01

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

Section 46.02

If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon received notice of intent.

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

**FOR THE EMPLOYER
CITY OF MACEDONIA, OHIO**

**FOR THE UNION
TEAMSTERS LOCAL NO. 436**

Mayor Nicholas Molnar

President

Secretary/Treasurer

Business Representative

ORIGINATOR: FIRE / BUILDING SERVICES

SPONSOR: Finley

**CITY OF MACEDONIA
ORDINANCE NO. 57 - 2023**

**AN EMERGENCY ORDINANCE
AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT
WITH SILCO FIRE & SECURITY FOR THE REPLACEMENT OF THE CITY HALL
DRY FIRE SUPPRESSION SYSTEM**

WHEREAS, it has been deemed necessary and in the best interest of the health, safety and welfare of all the City and its residents to replace the Dry Fire Suppression System located at Macedonia City Hall; and

WHEREAS, it has been found that a real and present emergency exists for the replacement of the Dry Fire Suppression System in that the system was installed when City Hall was constructed in 1996 and, during the intervening time, has experienced many years of condensation forming in the system which has resulted in corrosion, air leaks, and thinning areas of the pipe, leaving the City exposed to an extremely high risk of a catastrophic failure of the entire dry system; and

WHEREAS, as a result of the existing poor condition of the City Hall Dry Fire Suppression System, any further delay in replacement of the system may cause a failure which could result in further damage, including flooding to areas of City Hall, and could result in the ceasing operations within City Hall for an extended period of time, the loss of records and files, temporary interruption to staff and City services to residents, and the like; and

WHEREAS, to prevent or mitigate the risk of the aforementioned issues, and due to the existence of this real and present emergency, the City's Fire Chief has recommended Silco Fire & Security to replace the Dry Fire Suppression System at the City Center, which will include a Nitrogen Vapor Unit to eliminate condensation and increase the longevity of the system; and

WHEREAS, Council therefore wishes to authorize the Mayor to accept the proposal and to enter into a contract with Silco Fire & Security for such project.

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 authorized to accept the proposal and, to accomplish same, enter into a contract with Silco Fire & Security substantially similar to that set forth in the documents attached hereto as Exhibit "A" and incorporated herein by reference, which has been deemed the best available price for such project, without advertising and formal bidding due to the

existence of a real and present emergency in replacing the Dry Fire Suppression System at City Hall.

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 three (3) or more of the members elected or appointed to this Council, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council



DATE: May 4, 2023

TO: CITY OF MACEDONIA
9691 Valley View Road
Macedonia Ohio 44056

ATTENTION: Ray Reed
rreed@macedonia.oh.us
330-468-8326

FROM: Dan Lewis
Silco Fire & Security
330-313-9400

SUBJECT: 9691 Valley View Road

The following is our proposal for the above project. Please let me know if you have any questions. Silco will:

- Remove existing dry system.
- Install a New dry sprinkler system starting at shut off valve at dry valve.
- Install new vapor shield pipe protection system.
- The existing air compressor will be re used.

System(s) Provided: Sprinkler Install

Proposal includes material and labor.

Bill of Material:

The total cost for material, and labor 187,000.00

Pricing:

Notes: Silco Fire & Security will, upon credit approval, bill progressively per payment terms below until the project is complete. **Price** Assumes project is tax exempt.

Continued Scope Clarifications:

Silco Fire & Security IS responsible for the following:

- Performing the scope of work during normal working hours, Monday through Friday, 7:30 AM to 4:00 PM. Any work required to be performed at other than normal working hours will be invoiced accordingly.
- The supply and installation of all material.

Silco Fire & Security IS NOT responsible for the following:

- Any trenching, backfilling, sealing, fire stopping, cutting, painting, or patching required to complete the scope of work.
- Any Fire Watch that this project may require.

451 Kennedy Rd
Akron, OH 44305



- Removal of asbestos. This proposal contains no allowances for working in environments containing asbestos of any type, either encapsulated or friable. Should asbestos be present, the contract would have to be amended to include extra charges associated with the biohazard disposal and extra time required to work in this type of environment.
- Supply of a man lift, if required. A man lift is not included in this proposal.
- Any State or local plan review fees or permits required for the installation or approval of the system will be billed separately. The price above does not include these fees
- The supply of bid or performance bonds. These are available at an additional cost upon request.
- Any additional requirements by the Authority Having Jurisdiction.
- Silco is not responsible for any work outside the Scope of Work list above.
- Silco is not responsible for building walkway thru attic.
- Silco is not responsible for drywall removal and repair.
- Silco is not responsible for dumpster or pipe removal from property.

General Clarifications

- No retainage shall be held.
- This proposal assumes full and unfettered access will be given to all necessary areas of the building for Silco Fire & Security to perform the scope of work as outlined in this proposal. Any restrictions encountered may cause lost time and inhibit productivity. Excessive lost time may result in additional charges
- Prior to start of work, Silco Fire & Security shall be informed in writing by owner of any hazardous material issues that may be encountered on-site.

Terms & Conditions

1. Payment Terms:
2. **50% deposit before material is ordered.**
3. **Balance Progressive billing**
4. The quoted price is valid for **15 days and does not include tax**. Silco will provide design, submittal package, permitting, installation, project management, testing and final acceptance testing with the local authority having jurisdiction. The quoted price does not include premium time installation (outside of Silco's normal business hours) or union / prevailing wage labor.
5. For water based fire protection systems, it is the customer's responsibility to consult with their engineer/architect, insurance company, fire department, and any other Authority Having Jurisdiction to confirm the occupancy and commodity storage classification Silco has been requested to design to is correct and meets their design requirements.
6. Silco will provide a pre-installation meeting on site to review installation procedures, schedules, safety issues or other items as needed. This proposal is based on Silco technicians having complete access to the facility. If sufficient access is not available, Silco will inform the customer and an alternate plan will be established.
7. The control panels will need a dedicated 120VAC circuit (customer responsibility). Interlocks, fan shutdown and/or damper activation circuits (if applicable), monitoring and other auxiliary functions are not included in the quoted price. Silco will provide dry contacts located inside the control panel for interlocks.
8. For total flood clean agent fire suppression systems, sealing of room is critically important; it must be sealed well enough to hold the required agent concentration for a specified period of time. The quoted price does not include sealing of the hazard (sealing/caulking penetrations, door closers, door sweeps, etc.). One "Door Fan Room Integrity Test" is included to verify if the room is sufficiently sealed to meet fire code requirements.
9. If the system is to be monitored by Silco's Monitoring Center, then Silco's annual monitoring agreement will be required. The customer needs to provide a contact call out list including contact names and phone numbers. If phone lines are going to be used for monitoring, they need to be POTS phone lines (not VOIP). Customer is required to install RJ31X jack(s) upstream from any phone system in compliance with NFPA 72 and extend phone line(s) from DMARC to the fire alarm communicator location.
10. Shipment of equipment can be made in approximately 30 days within receipt of order. Silco cannot guarantee the delivery date of the equipment. We are subject to our supplier's inventory and stock. In order to process the equipment order and installation, the down payment is needed as soon as possible.
11. Installation will start upon approval of plans by authority having jurisdiction. Silco will notify the customer when permit has been issued.
12. Revisions to original approved design will be billed separately, including any AHJ required changes.
13. Upon completion, Customer is responsible for verifying the work completely fulfilled the scope of work and for notifying Silco in writing of any additional items believed to be needed to fulfill the scope. Customer acknowledges that all system configuration and policy decisions are solely those of Customer and that Customer is solely responsible for the administration of the system, including inspection, testing, and maintenance.
14. Silco warrants that in the event any equipment installed by Silco becomes defective within 90 days from the date of installation, Silco shall replace or repair the defective equipment without charge to the customer. REPAIR AND

451 Kennedy Rd
Akron, OH 44305



REPLACEMENT AS STATED HEREIN IS THE SOLE AND EXCLUSIVE REMEDY. For this warranty to remain valid, the customer must complete the inspections, testing, and maintenance required by the manufacturer and NFPA. For Ansul clean agent fire suppression systems, see Ansul's terms and conditions regarding Ansul's Environmental and Evergreen Warranties.

- 15. LIMITATIONS OF LIABILITY: Silco is not an insurer. The amounts payable to Silco are based upon the value of the services and the scope of liability herein and are unrelated to the value of the Customer's property or property of others located in the premises. No suit or action shall be brought against Silco more than one (1) year after the accrual of the cause of action. In case of any claim or loss, Customer and Silco mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. If Silco is found negligent or otherwise liable for any goods sold and/or work performed, then Silco's liability shall be limited to a maximum of \$10,000, and this liability shall be exclusive; upon request and with payment of an additional fee this maximum liability can be increased and the increased limit will be set forth in a letter provided by Silco. Silco shall not be liable for any claims for any improper and/or imperfect performance based on the failure of any system to function effectively due to causes beyond the control of Silco, such as wear and tear, tampering, changes to the protected areas, failure of Customer to authorize modifications or repairs or conduct required or recommended inspection/testing/maintenance, intentional and/or violent acts of third parties against Customer's employees, students, or others on the premises, and faulty design/installation by others.
- 16. WARNING & ADDITIONAL LIMITATION OF LIABILITY: All Fire Suppression Systems create noise prior to and during a system discharge. Recent incidents have found certain computer equipment, including hard drives, may be sensitive to noise, and in some cases has resulted in data loss/corruption and/or physical hard drive damage. For more information see the section titled Protection of Spaces Containing Hard Drives at www.silcofs.com/terms. Silco shall have no liability for damages caused by noise, vibrations, or water. This limitation of liability applies regardless of the cause of the system discharge, including an accidental discharge caused by a Silco employee or representative.
- 17. If the Customer approves Silco to proceed with this proposal, whether by signing below, approving verbally, approving by email, issuance of a purchase order, or other means of approval, it shall be deemed as Customer's acceptance of the entire proposal including these Terms & Conditions. Silco hereby objects to any additional or different terms or conditions contained in Customers' purchase order, agreement, acknowledgement, or other Customer document that has been issued or will be issued. Silco's Terms & Conditions shall control the obligations of the parties and supersedes all prior representations, understandings, or agreements between Silco and the Customer, both written and oral.
- 18. If Customer and Silco have signed or signs in the future Silco's alarm system monitoring agreement, then the terms and conditions of that agreement shall govern for any services listed in that Agreement.
- 19. In any suit or action by a third party, Customer agrees to defend, indemnify, and hold harmless Silco to the fullest extent permitted by law.
- 20. If any provision of these Terms & Conditions is found by a court or other competent authority to be void or unenforceable in whole or in part, these Terms & Conditions will continue to be valid as to the remainder of the affected provision and all other provisions of these Terms & Conditions.
- 21. The laws of Ohio shall govern the validity, enforceability, and interpretation of these Terms & Conditions.

To accept this proposal, please sign below and return a copy to our office.

(Signature)

(Date)

(Title)

ORIGINATOR: ADMINISTRATION / MAYOR MOLNAR

SPONSOR: Tulley

**CITY OF MACEDONIA
ORDINANCE NO. 58 - 2023**

**AN EMERGENCY ORDINANCE
ESTABLISHING A MORATORIUM FOR A PERIOD OF TWELVE (12) MONTHS ON
APPLICATIONS FOR, AND THE GRANTING OF PERMITS OR OTHER
AUTHORIZATIONS RELATING TO TIRE STORES AND ESTABLISHMENTS
WITHIN THE CITY OF MACEDONIA**

WHEREAS, pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, municipalities have the power to enact planning and zoning laws for the health, safety, welfare, comfort and peace of the citizens of the municipality, including reasonable restrictions on areas used for businesses and trades; and

WHEREAS, upon recommendation of the City's Administration, Council desires to implement a twelve (12) month moratorium on new tires stores and establishments from the date of passage of this Ordinance, while the City undertakes a review and/or study of the Ordinances of the City of Macedonia, including but not limited to the zoning, building and business regulation sections of the Macedonia Codified Ordinances and other applicable law; and

WHEREAS, this moratorium therefore will provide the City an opportunity to enact any reasonable regulations to protect the health, safety, welfare, peace, and comfort for the citizens of the City of Macedonia pertaining to tire stores or establishments.

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

Section 1. That a moratorium of twelve (12) months on the acceptance of any applications for, or granting of, any permits, zoning certificates or other authorizations allowing new tire sale/resale stores or establishments in any zoning district within the City of Macedonia is hereby established.

Section 2. That the City's Administration, including the Building Department and Zoning Inspector, is authorized and directed to undertake any and all action required to institute this moratorium.

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 a municipal department, and provided it receives the affirmative vote of three (3) or more of the members elected or appointed to this Council, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

ORIGINATOR: ADMINISTRATION / MAYOR MOLNAR

SPONSOR: Ventura

**CITY OF MACEDONIA
ORDINANCE NO. 59 - 2023**

**AN EMERGENCY ORDINANCE
ESTABLISHING A MORATORIUM FOR A PERIOD OF TWELVE (12) MONTHS ON
APPLICATIONS FOR, AND THE GRANTING OF PERMITS OR OTHER
AUTHORIZATIONS RELATING TO MATTRESS COMPANIES AND
ESTABLISHMENTS WITHIN THE CITY OF MACEDONIA**

WHEREAS, pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, municipalities have the power to enact planning and zoning laws for the health, safety, welfare, comfort and peace of the citizens of the municipality, including reasonable restrictions on areas used for businesses and trades; and

WHEREAS, upon recommendation of the City's Administration, Council desires to implement a twelve (12) month moratorium on new mattress establishments from the date of passage of this Ordinance, while the City undertakes a review and/or study of the Ordinances of the City of Macedonia, including but not limited to the zoning, building and business regulation sections of the Macedonia Codified Ordinances and other applicable law; and

WHEREAS, this moratorium therefore will provide the City an opportunity to enact any reasonable regulations to protect the health, safety, welfare, peace, and comfort for the citizens of the City of Macedonia pertaining to mattress companies or establishments.

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

Section 1. That a moratorium of twelve (12) months on the acceptance of any applications for, or granting of, any permits, zoning certificates or other authorizations allowing new mattress sale/resale stores or establishments in any zoning district within the City of Macedonia is hereby established.

Section 2. That the City's Administration, including the Building Department and Zoning Inspector, is authorized and directed to undertake any and all action required to institute this moratorium.

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 a municipal department, and provided it receives the affirmative vote of three (3) or more of the members elected or appointed to this Council, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council