



August 22, 2023

TO: Council Members
Mayor Molnar
Directors
Staff
Media

From: Clerk of Council

RE: **AGENDA – Work Session & Regular Meeting: Thursday, August 24, 2023**
“Council Office Hours” with Councilor Brandt: 6:00pm
Work Session: 6:30pm
Council Meeting: 7:30pm

I. ROLL CALL

II. PLEDGE OF ALLEGIANCE BY MAYOR NICHOLAS MOLNAR

III. PRESENTATION BY HOLLY MILLER OF THE SUMMIT COUNTY DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT

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

Thursday, July 13, 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. 62 - 2023 [J. GARVAS, D. FINLEY]

AN ORDINANCE PROVIDING FOR SUBMISSION TO THE ELECTORS OF THE CITY OF MACEDONIA A PROPOSED AMENDMENT TO SECTION 8.04, 8.05 AND SECTION 12.01 OF THE CHARTER REGARDING THE COMPOSITION OF THE POLICE AND FIRE DEPARTMENTS

1st Read 5-25-23

2nd Read 6-22-23

3rd Read

ORD.NO. 70 - 2023 [J. TULLEY, J. BRANDT]

AN ORDINANCE AMENDING SECTION 909.04 OF THE CODIFIED ORDINANCES OF THE CITY OF MACEDONIA RELATIVE TO WEEDS

1st Read 6-22-23

2nd Read 7-13-23

3rd Read

ORD.NO. 77 - 2023 [V. VENTURA, J. TULLEY]

AN ORDINANCE AMENDING ORDINANCE NO. 67-2022 RELATIVE TO CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MACEDONIA FOR THE PERIOD OF JANUARY 1, 2023 TO DECEMBER 31, 2023

1st Read

2nd Read

3rd Read

RES.NO. 78 - 2023 [J. TULLEY, V. VENTURA]

A RESOLUTION AUTHORIZING THE TRANSFER OF A 2023 DODGE DURANGO PURSUIT POLICE CAR TO THE CITY OF STOW

1st Read

2nd Read

3rd Read

ORD.NO. 79 - 2023 [J. GARVAS, V. VENTURA]

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT WITH M. CAMPBELL CONTRACTING, LLC FOR THE IROQUOIS TRAIL STORM SEWER REPLACEMENT PROJECT

1st Read

2nd Read

3rd Read

ORD.NO. 80 - 2023 [D. FINLEY, J. BRANDT]

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT WITH SIGNARAMA CLEVELAND FOR THE MACEDONIA MONUMENTAL SIGNAGE AND DIGITAL DISPLAY PROJECT

1st Read
2nd Read
3rd Read

ORD.NO. 81 - 2023 [J. BRANDT, D. FINLEY]

AN ORDINANCE AUTHORIZING THE MAYOR, BUILDING COMMISSIONER, SERVICE DIRECTOR, AND FINANCE DIRECTOR TO ESTABLISH PROCEDURES FOR AND ENGAGE IN THE PROCESS OF LETTING ONE OR MORE CONTRACTS WITH ONE OR MORE QUALIFIED ENTITIES FOR DESIGN AND CONSTRUCTION OF A SERVICE BUILDING AS SET FORTH WITHIN THE OHIO REVISED CODE RELATED TO DESIGN-BUILD CONTRACTING FOR THE PURPOSE OF CONSTRUCTION/RENOVATION FOR A NEW SERVICE BUILDING AND SALT DOME, AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH BIALOSKY CLEVELAND TO ASSIST THE CITY AS ITS CRITERIA ARCHITECT TO ACCOMPLISH THE SAME

1st Read
2nd Read
3rd Read

ORD.NO. 82 - 2023 [V. VENTURA, J. GARVAS]

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO CONTRACTS FOR CERTAIN RIGHT OF WAY ACQUISITION SERVICES WITH O.R. COLAN ASSOCIATES, LLC AND SMITH & NEJEDLIK, INC. FOR THE HIGHLAND/VALLEY VIEW ROAD PROJECT – PID NO. 113161

1st Read
2nd Read
3rd Read

ORD.NO. 83 - 2023 [J. GARVAS, J. BRANDT]

AN ORDINANCE AUTHORIZING THE PURCHASE OF TWO NEW “TITAN PRO PLUS” LEAF VACUUM LOADERS AND FOUR “SPARTAN-STYLE” LEAF CONTAINMENT BOXES FROM BELL EQUIPMENT COMPANY THROUGH THE HOUSTON-GALVESTON AREA COUNCIL COOPERATIVE PURCHASING PROGRAM FOR USE BY THE SERVICE DEPARTMENT

1st Read
2nd Read
3rd Read

ORD.NO. 84 - 2023 [J. TULLEY, J. GARVAS]

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VALLEY VIEW PROPERTY MAINTENANCE, L.L.C. FOR A SENIOR GUTTER CLEANING PROGRAM FOR THE FALL 2023 SEASON, AND APPROPRIATING FUNDS FOR THE SAME

1st Read
2nd Read
3rd Read

ORD.NO. 85 - 2023 [J. BRANDT, D. FINLEY]

AN ORDINANCE PROVIDING FOR AND AUTHORIZING A REFUSE COLLECTION SUBSIDY FOR SENIOR CITIZENS AND MAKING APPROPRIATION FOR THAT SUBSIDY

1st Read
2nd Read
3rd Read

ORD.NO. 86 - 2023 [D. FINLEY, V. VENTURA]

AN ORDINANCE PROVIDING FOR A SENIOR SNOW REMOVAL PROGRAM FOR THE 2023-2024 WINTER SEASON

1st Read
2nd Read
3rd Read

RES.NO. 87 - 2023 [V. VENTURA, J. GARVAS]

A RESOLUTION OPPOSING H.R. 3372, A U.S. HOUSE OF REPRESENTATIVES BILL TO AMEND TITLE 23 OF THE U.S. CODE TO ESTABLISH A PILOT PROGRAM CONCERNING CERTAIN 6-AXLE VEHICLES OPERATING ON THE INTERSTATE HIGHWAY SYSTEM

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:	Asst. Chief Paul Celinski
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 [J. GARVAS, J. BRANDT]

September

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

***Public Comment for those not able to attend in-person at the August 24th 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 August 23rd, 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

September 2023

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4 Labor Day	5	6	7	8	9 Nordia Kids & Families Health and Safety Fair
10	11	12	13	14 Mayor's Court City Council Work Session + Meeting	15	16
17	18 Planning Commission	19	20 BZA Parks & Rec Commission	21 Mayor's Court	22	23 FallFest
24	25	26	27	28 Mayor's Court City Council Work Session + Meeting	29	30

Record of Proceedings
Regular Council Meeting
July 13th, 2023

1 Presiding Officer, Mayor Nicholas Molnar called the July 13th, 2023 regular Council meeting to order at
2 7:30p.m.
3

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

6 **Absent:** Council member Jeff Garvas
7

8 **INVOCATION & PLEDGE OF ALLEGIANCE**
9

10 **APPROVAL OF MINUTES:**
11

12 Ms. Brandt moved, second by Ms. Tulley, to **approve the minutes of the regular meeting of June 22,**
13 **2023 as received from the Clerk of Council.** The motion carried unanimously by a voice vote.
14

15 **PUBLIC COMMENTS:** None
16

17 **CORRESPONDENCE:** The Clerk of Council read an e-mail received from the Bob Voytko family,
18 thanking the Macedonia Fire and Police Departments for the swift response and actions taken to save Mr.
19 Voytko's life. Responding Fire Department personnel included Cpt. Brian Miller and Fire/Medics
20 Meredith Hurley, Jeff Tylicki, Rory Skolnik, Mike Velazquez and Matt Maloney. Police officers Rick
21 Rizzo, Chris Neal and Ashley Barendsfeld also responded.
22

23 Chief Ripley added that this incident illustrated once again the benefit of collaboration with neighboring
24 communities and that the system works.
25

26 **INTRODUCTION, READINGS & ADOPTION OF LEGISLATION**
27

28 **ORDINANCE NO. 50-2023**

29 AN ORDINANCE PROVIDING FOR SUBMISSION TO THE ELECTORS OF THE CITY OF
30 MACEDONIA A PROPOSED AMENDMENT TO SECTION 11.01 OF THE CHARTER REGARDING
31 THE COMPOSITION OF THE BOARD OF ZONING AND BUILDING CODE APPEALS remained at
32 second reading.
33

34 **ORDINANCE NO. 51-2023**

35 AN ORDINANCE PROVIDING FOR SUBMISSION TO THE ELECTORS OF THE CITY OF
36 MACEDONIA A PROPOSED AMENDMENT TO ARTICLE XIII OF THE CHARTER REGARDING
37 PARKS AND RECREATION remained at second reading.
38

39 **ORDINANCE NO. 62-2023**

40 AN ORDINANCE PROVIDING FOR SUBMISSION TO THE ELECTORS OF THE CITY OF
41 MACEDONIA A PROPOSED AMENDMENT TO SECTION 8.04, 8.05 AND SECTION 12.01 OF
42 THE CHARTER REGARDING THE COMPOSITION OF THE POLICE AND FIRE DEPARTMENTS
43 remained at second reading.
44

45 **ORDINANCE NO. 70-2023**

46 AN ORDINANCE AMENDING SECTION 909.04 OF THE CODIFIED ORDINANCES OF THE CITY
47 OF MACEDONIA RELATIVE TO WEEDS was offered by Ms. Tulley for **second reading by title only.**
48

49 Ms. Tulley moved, second by Ms. Brandt, to **amend ORD.NO. 70-2023 to conform to the most recent**
50 **version distributed by the Law Department.** Motion carried by a unanimous voice vote.
51
52
53

Record of Proceedings
Regular Council Meeting
July 13th, 2023

54 **ORDINANCE NO. 71-2023**

55 AN ORDINANCE AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF MACEDONIA,
56 IN CONJUNCTION WITH THE VILLAGE OF GLENWILLOW, VILLAGE OF OAKWOOD, AND
57 THE CITY OF TWINSBURG, TO APPLY TO THE OHIO PUBLIC WORKS COMMISSION FOR
58 THE INTERSECTION IMPROVEMENT PROJECT, PID NUMBER 113165, AT
59 RICHMOND/BROADWAY/RAVENNA/SHEPARD ROADS, WITH THE CITY OF TWINSBURG
60 SERVING AS LEAD APPLICANT was offered by Mr. Ventura for **first, second and third readings by**
61 **title only**. Seconded by Mr. Finley. The motion carried unanimously by a voice vote.

62
63 Dir. Gigliotti stated this ordinance allows Twinsburg to apply to OPWC for grant money to pay for this
64 project. If awarded, the costs of the project would be lowered for all four communities.

65
66 Mr. Ventura moved, second by Mr. Finley, to **adopt ORD.NO. 71-2023 and post the same according to**
67 **law**. Motion carried by a unanimous voice vote. **ORD.NO. 71-2023 declared and adopted.**

68
69 **RESOLUTION NO. 72-2023**

70 A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE MAYOR OF MATTHEW
71 FERRARO TO THE CITY OF MACEDONIA BOARD OF ZONING AND BUILDING CODE
72 APPEALS was offered by Mr. Finley for **first, second and third readings by title only**. Seconded by
73 Ms. Brandt. The motion carried unanimously by a voice vote.

74
75 The Mayor shared that he asked Mr. Ferraro to continue serving, and is now asking Council to approve
76 his reappointment.

77
78 Mr. Finley moved, second by Ms. Brandt, to **adopt RES.NO. 72-2023 and post the same according to**
79 **law**. Motion carried by a unanimous voice vote. **RES.NO. 72-2023 declared and adopted.**

80
81 **RESOLUTION NO. 73-2023**

82 A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE MAYOR OF SAM PILATO TO
83 THE CITY OF MACEDONIA BOARD OF ZONING AND BUILDING CODE APPEALS was offered
84 by Ms. Tulley for **first, second and third readings by title only**. Seconded by Mr. Finley. The motion
85 carried unanimously by a voice vote.

86
87 The Mayor stated this is similar to the previous resolution.

88
89 Ms. Tulley moved, second by Mr. Finley, to **adopt RES.NO. 73-2023 and post the same according to**
90 **law**. Motion carried by a unanimous voice vote. **RES.NO. 73-2023 declared and adopted.**

91
92 **RESOLUTION NO. 74-2023**

93 A RESOLUTION AUTHORIZING THE MAYOR TO APPLY FOR FUNDING FROM THE OHIO
94 ASSOCIATION OF REGIONAL COUNCILS THROUGH THE AKRON METROPOLITAN AREA
95 TRANSPORTATION STUDY FOR FEDERAL CONGESTION MITIGATION AND AIR QUALITY
96 FUNDING ASSISTANCE was offered by Mr. Ventura for **first, second and third readings by title**
97 **only**. Seconded by Ms. Tulley. The motion carried unanimously by a voice vote.

98
99 Dir. Gigliotti stated this project is to improve the intersection of State Route 8 and Highland Road. The
100 first step of the process is finding funding, which this resolution allows the City to pursue.

101
102 Mr. Ventura moved, second by Ms. Tulley, to **adopt RES.NO. 74-2023 and post the same according to**
103 **law**. Motion carried by a unanimous voice vote. **RES.NO. 74-2023 declared and adopted.**

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Record of Proceedings
Regular Council Meeting
July 13th, 2023

107 **ORDINANCE NO. 75-2023**

108 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT TO
109 PURCHASE CERTAIN EQUIPMENT FOR THE CITY OF MACEDONIA DEPARTMENT OF
110 PUBLIC SERVICE was offered by Ms. Brandt for **first, second and third readings by title only**.
111 Seconded by Mr. Finley. The motion carried unanimously by a voice vote.

112
113 Dir. Wilson stated this ordinance is for the purchase of two 5-ton dump trucks, which can be equipped
114 with a hook lift, salt spreader and liquid spraying equipment, as well as a snowplow.

115
116 Ms. Brandt added that the purchase of these dump trucks is part of the 5-year capital plan.

117
118 Ms. Brandt moved, second by Mr. Finley, to **adopt ORD.NO. 75-2023 and post the same according to**
119 **law**. Motion carried by a unanimous voice vote. **ORD.NO. 75-2023 declared and adopted**.

120
121 **RESOLUTION NO. 76-2023**

122 A RESOLUTION ACCEPTING THE CITY PLANNING COMMISSION'S RECOMMENDATION AS
123 TO CERTAIN CITY OF MACEDONIA BUILDING HEIGHT REGULATIONS was offered by Mr.
124 Finley for **first, second and third readings by title only**. Seconded by Ms. Tulley. The motion carried
125 unanimously by a voice vote.

126
127 Dir. Guidetti shared that this resolution cleans up procedural record and reaffirms that the Planning
128 Commission approves of previous legislation passed in 2017 regarding maximum building heights in the
129 City.

130
131 Upon request by the Mayor, Dir. Guidetti clarified that the regulations apply to B1 through B4 and B-O
132 Districts.

133
134 Mr. Finley moved, second by Ms. Tulley, to **adopt RES.NO. 76-2023 and post the same according to**
135 **law**. Motion carried by a unanimous voice vote. **RES.NO. 76-2023 declared and adopted**.

136
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138 **MOTIONS / OTHER LEGISLATIVE ACTION:** None

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140 **MAYOR'S REPORT**

141
142 ~Mayor's Court revenue from May 2023 was \$31,172.06 and June 2023 was \$33,617
143 ~The Summit County ReWorks shredding day was hosted at Longwood Park this past July 8th,
144 where 493 households took part. 32,140 pounds of paper, along with 800 pounds of cardboard
145 were recycled. There will be additional shredding days in Green on August 5th and in Stow on
146 October 7
147 ~Please don't drive distracted—put the phones down and drive the car!

148
149 **COMMITTEE REPORTS**

150
151 **Parks & Recreation Commission:** Ms. Brandt reported the Parks & Recreation Commission did not
152 hold a July meeting. The next meeting will be the third Wednesday in August at 6pm in the upstairs of
153 the Recreation Center.

154
155 **Finance Committee:** Mr. Ventura shared that the Finance Committee met before this evening's Council
156 work session to review the revenues and expenses of the first 6 months of 2023. Another Finance
157 Committee meeting will be held prior to the Council work session on September 28.

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Record of Proceedings
Regular Council Meeting
July 13th, 2023

DEPARTMENT REPORTS

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Service Department: Director Wilson – Free mulch to Macedonia residents will be available on Saturday, July 15 from 9am-5pm at 9000 Valley View Road. The autonomous mower will be arriving soon, and staff will be trained on the equipment July 26, likely in Longwood Park. The new bucket truck is scheduled to arrive August 1.

Ms. Brandt complimented the Service Department on their good job coordinating traffic at the recent ReWorks shredding event.

Engineer: Director Gigliotti – Road paving is complete on Golden Link Boulevard, River Run Drive, Lancewood Drive and the Newport/Elizabeth neighborhood. Paving is in process on Fairlane Drive, Janes Lane and Melody Lane. Paving on Valley View south of Twinsburg Road is scheduled to begin on July 20th.

The Mayor added that roads are rated on a PCR scale (Pavement Condition Report) to help decide which roads are repaved.

Parks and Recreation Department: – Marketing and Special Events Coordinator Sam Edgar – A car cruise in combination with Food Truck Thursday will be held on July 27th from 5-7:30pm at the Recreation Center parking lot. The Touch-a-Truck event will be August 10th from 5-8pm at the Recreation Center. FallFest is scheduled for September 23 from 4:30-9:30pm at Longwood Park. Summer programming has been going great, and preparation for Fall programming is gearing up now, with the Fall MACTivity guide coming out at the end of July. The multipurpose field project wrapped up last week.

Finance Department: Director Veres – In regard to the Finance Committee meeting held prior to the Council work session, revenues are coming in as expected and no large surprises on the expense side. The filing deadline for the Macedonia refund is July 17 unless you have a RITA extension. Auditors will be coming in July 17-20 for on-site testing, which is the final step of their audit. The City recently received its preliminary financial health indicator report, and for the first time the City received a ‘green’ rating in all sixteen categories.

Fire Department: Chief Ripley – There was a major house fire on July 5 at 6am on Lawton Drive. Crews will be going down for the final inspection of the new squad on July 24. Photos were shown of the progress on a new fire truck, which has an expected delivery date of August 23. The Department lost a full-time firefighter to Cleveland Heights, who stated it was a financial decision.

Police Department: Chief Yakopovich – Upcoming community events the Police Department will be participating include the National Night Out on August 1 from 6-8pm at Walmart, Touch-a-Truck on August 10, and the Rotary will sponsor a Kids and Family Health & Safety Fair on September 9 from 12-4pm at Nordon High School.

HR Department: Director Smith – Recent interviews for Service Department, Fire Department administrative assistant, and Police administrative assistant are all complete. Onboarding is scheduled to begin next Monday.

Building Department: Commissioner Rodic – The Building Department has recently issued two certificates of occupancy, to Don Basch Jewelers and Panda Express. Don Basch Jewelers have moved in and are now open, while Panda Express is hoping to be open by the end of this month. Plans have been received for Chase Bank on Golden Link. Out of the 14 single-family dwelling permits issued in June, 13 were for the Spruce Hill Crossing subdivision.

Record of Proceedings
Regular Council Meeting
July 13th, 2023

213 **IT Department:** Director Collins – Major projects include new patch management, updating remote
214 management software, and the arrival of a new 128TB backup server.

215
216 **Law Department:** Director Guidetti – No report

217
218 **UNFINISHED BUSINESS:** None

219
220 **NEW BUSINESS:** Ms. Tulley reported receiving several calls from residents concerned about the new
221 Metro RTA bus routes and questioning why the City held no public hearings and was not informed of the
222 new routes going down certain streets.

223
224 Dir. Guidetti shared that the City did not hold a public hearing because it had nothing to do with it. The
225 Metro promulgated pursuant to its authority in the Ohio Revised Code. The City was just as surprised to
226 hear about it as the residents. Metro RTA did hold its own hearings, but the City was not notified. Dir.
227 Guidetti and Ms. Brandt recommended advising concerned residents to call Metro RTA and voice their
228 concerns and opinions.

229
230 The Mayor stated he shared his displeasure with the Akron Metro RTA and that they are planning to
231 conduct studies at least for another 30 days to evaluate ridership in Macedonia. He shares the concerns of
232 the residents and wants residents to call him if they wish to discuss them.

233
234 There being no further business, Mr. Ventura moved, second by Ms. Tulley, to **adjourn the meeting.**
235 The motion passed **unanimously** pursuant to a voice vote and the meeting was adjourned at
236 approximately 8:01p.m.

237
238
239 **Date:** _____

240
241
242 **Attest:** _____
243 Jon Hoover, Clerk of Council

244
245
246 **Mayor:** _____
247 Nicholas Molnar

248

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: ADMINISTRATION/LAW DEPARTMENT

SPONSOR: Garvas

**CITY OF MACEDONIA
ORDINANCE NO. 62 – 2023**

**AN ORDINANCE
PROVIDING FOR SUBMISSION TO THE ELECTORS OF THE CITY OF
MACEDONIA A PROPOSED AMENDMENT TO SECTION 8.04, 8.05 AND SECTION
12.01 OF THE CHARTER REGARDING THE COMPOSITION OF THE POLICE AND
FIRE DEPARTMENTS**

WHEREAS, it has become necessary to amend Section 8.04, 8.05 and Section 11.01 of the Charter of the City of Macedonia to clarify the classification of members of the City’s Police and Fire Departments; and

WHEREAS, it has been deemed in the best interest of the health, safety and welfare of City residents to amend Section 8.04, 8.05 and 12.01 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 to clarify the full-time employees within the City’s Police and Fire Departments that are members of the classified civil service?

_____ 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 VIII

Section 8.04 Police Department.

(a) The Police Department shall consist of a Chief of Police and such officers, patrolmen, and personnel as established by Council by ordinance or resolution. All full-time ~~dispatchers, officers, and patrolmen, and personnel~~ shall be appointed by the Director of Public Safety in accordance with Civil Service regulations of this Charter, the statutes of the State of Ohio, and the provisions of this Section. Appointments shall be made for the appropriate probationary period of continuous service, and such appointments shall not be deemed finally made until the appointees have satisfactory served their probationary period. Thirty (30) days before the end of the probationary period, the Director of Public Safety shall transmit to the Mayor a record of each employee's service with his recommendation thereon; and with the concurrence of the Mayor, the Director of Public Safety may remove or finally appoint the employee, as the case may be. The Police Department shall perform all duties established by the statutes of the State of Ohio or the Ordinances of Council.

(b) All part-time personnel shall be appointed by the Director of Public Safety subject to concurrence of the Mayor. Appointments of part-time personnel shall be subject to an additional concurrence of the Mayor after the probationary period in the same manner provided in Section 8.04(a) above.

Section 8.05 Fire Department.

(a) The Fire Department shall consist of a Fire Chief and such officers, fire ~~fightersmen, and personnel~~ as established by Council by ordinance or resolution. All full-time ~~officers, and fire fightersmen, and personnel~~ shall be appointed by the Director of Public Safety in accordance with Civil Service regulations of this Charter, the statutes of the State of Ohio, and the provisions of this Section. Appointments of full-time personnel shall be made for the appropriate probationary period of continuous service, and shall not be deemed finally made until the appointees have satisfactorily served their probationary period. Thirty (30) days before the end of the probationary period, the Director of Public Safety shall transmit to the Mayor a record of each full-time employee's service with his recommendations thereon; and with the concurrence of the Mayor, the Director of Public Safety may remove or finally appoint the employee, as the case may be.

(b) All part-time personnel shall be appointed by the Director of Public Safety subject to concurrence of the Mayor. Appointments of part-time personnel shall be subject to an additional concurrence of the Mayor after the probationary period in the same manner provided in Section 8.05(a) above.

(c) The Fire Department shall perform all duties established by the Statutes of the State of Ohio or the ordinances of Council.

Section 12.01 Creation, Duties and Term.

Council shall by ordinance provide for and establish a Civil Service Commission and a Civil Service System. The Commission shall consist of five (5) electors of the Municipality, not holding other municipal office or employment to be appointed by the Mayor, subject to confirmation by a majority of the members elected to Council, for terms of six years each. Council shall stagger the initial terms of office of the Civil Service Commission members so that thereafter no more than one member's term shall expire in any year. A vacancy occurring during the term of any member of the Commission shall be filled for the unexpired term in the manner authorized for an original appointment. The Commission shall designate one of its members a chairman and may appoint a secretary, who need not be a member of the Commission and may hold other municipal office or employment. Council shall determine which employees of the Municipality shall be within the classified service and which shall be within the unclassified service, provided that ~~except as in addition to those~~ except as in addition to those qualified in Section 12.02 or 12.03 hereof, all full-time ~~members~~ dispatchers, officers and patrolmen of the Police Department, and all full-time officers and fire fighters of the Fire Departments, including ~~the Chief of Police and Fire Chief~~, shall be in the classified service, and provided further that persons, other than those serving a probationary period of employment, who have been continuously employed on a full-time basis in the service of the Municipality in the same or similar position for at least ninety (90) days prior to the date such position is placed in the classified service, shall be retained in the same or similar position without examination until discharged, reduced, disciplined, promoted or transferred in accordance with the rules and regulations of the Commission.



ORIGINATOR: ADMINISTRATION

SPONSOR: Tulley

**CITY OF MACEDONIA
ORDINANCE NO. 70 - 2023**

**AN ORDINANCE
AMENDING SECTION 909.04 OF THE CODIFIED ORDINANCES OF
THE CITY OF MACEDONIA RELATIVE TO WEEDS**

WHEREAS, upon recommendation of the Building Commissioner, it is hereby determined to be necessary and in the best interest of the health, safety and welfare of the City and its residents to amend Section 909.04 of the Codified Ordinances of the City of Macedonia, Ohio relative to noxious and/or uncultivated weeds and grass growing upon any improved property within of the City; and

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

Section 1. That Section 909.04, of the Codified Ordinances of the City of Macedonia, Ohio is hereby amended as follows:

909.04 NOXIOUS WEEDS.

(a) It is hereby determined that prohibited noxious weeds and grass growing at a height in excess of eight inches or higher, upon any improved property within the City after the first day of May of each year certain weeds as defined below are a public nuisance and prohibited. After April 15 of each calendar year, owners of any improved property within the City shall maintain the property free and clear of any weeds and prohibited noxious weeds.

(b) For purposes herein, “prohibited noxious weeds” are those defined as “prohibited noxious weeds” by the Ohio Department of Agriculture. “Weeds” shall be defined as all grasses, annual plants other than trees and shrubs, which exceed six (6) inches in height. However, this term shall not include cultivated flowers or gardens. “Improved property” means property which has constructed upon it, or in proximity to it, any building or similar structure used or intended to be used as the domicile of persons or as a place of business where persons reside during working hours, or any property in a residential subdivision to which is extended any improvements required by the Subdivision Regulations, shall be considered improved property.

(bc) The Clerk, upon notification from the Building Commissioner, shall cause notice of this regulation to be placed on the City’s webpage by April 1 of each calendar year and cable station of this regulation that requires that all owners of improved property, in the City, to regularly remove the weeds and cut the grass growing upon their properties

~~during the ensuing months of the year, by maintaining the grass and any cultivated weeds below a height of eight six inches on the entirety of any improved property and removing any and all large piles or accumulations of cut grass and weeds from said property.~~

(~~e~~) Should any weeds or ~~grass~~prohibited noxious weeds ~~defined above~~ be found on any improved property within the City, after ~~the foregoing notice has been made~~April 15 of any calendar year, the Building Commissioner shall cause a written notice to be served by regular mail or personal delivery upon the owner, lessee, agent or tenant having charge of such land, notifying ~~him~~them that the weeds and/or prohibited noxious weeds ~~and grass~~ are growing on such lands and that they must be cut or destroyed within ~~seventy-two (72) days~~hours after the service of such notice. If the address of such owner, lessee, agent or tenant having charge of the lands is unknown, it shall be sufficient to publish such notice once ~~in a newspaper of general circulation in the City, and/or on the City's website~~. If the owner, lessee, agent or tenant having charge of the lands fails to comply with the above notice, the Building Commissioner shall cause all weeds and prohibited noxious weeds~~herein and grass~~ to be removed and/or cut. Thereupon, the expense of all necessary work, including but not limited to cutting, mowing, raking and applying weed killer, as well as an administrative fee of \$50.00, shall be billed to the property owner by regular mail or personal delivery and, upon his failure to reimburse the City this amount within thirty days thereafter, written notice may be made to the County Fiscal Officer advising of the City's action with a statement of the charges for the services, including all services referred to above, the fees of the officers who made the service, the notice and return, and a proper description of the premises, and a request that all such costs and fees be entered upon the tax duplicate and a lien upon such lands from and after the date of the entry which shall be collected as other taxes and be returned to the Municipality according to law. In the alternative, direct legal action may be taken by the Director of Law to recover these expenses.

(~~d~~) After ~~two~~one such written notices within ~~the same~~any ~~two~~calendar-year ~~period~~are ~~is~~served issued by the Building Commissioner upon the owner, lessee, agent or tenant having charge of such land, the City will assess a one hundred dollar (\$100.00) fine upon the owner, lessee, agent or tenant having charge of such land for each subsequent infraction. For any third and subsequent notice issued within that same period, the City will assess a two-hundred and fifty dollar (\$250.00) fine. Each day that the improved property is not brought in compliance with this section, following the issuance of the requisite notices to the owner, lessee, agent or tenant, shall constitute a separate infraction.

(~~e~~) If the property owner does not pay these fines within a period of thirty (30) days, the City may file a lien against the subject property with the County Fiscal Auditor. Such amount shall be a debt of the person to whom assessed until paid and, in case of delinquency, may be enforced as delinquent City property taxes or by a suit against such person by the City, County, or subsequent property owner who paid off such lien.

Section 2. That the remainder of the Codified Ordinances shall continue as presently drafted unless inconsistent with this Ordinance.

Section 3. The Clerk of Council is authorized and directed to forward a certified copy of this Ordinance to the Codifier for the City of Macedonia.

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

Section 5. Wherefore, this Ordinance shall 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: FINANCE DEPARTMENT

SPONSOR: Ventura

**CITY OF MACEDONIA
ORDINANCE NO. 77 - 2023**

**AN ORDINANCE
AMENDING ORDINANCE NO. 67-2022 RELATIVE TO CURRENT EXPENSES AND
OTHER EXPENDITURES OF THE CITY OF MACEDONIA FOR THE PERIOD OF
JANUARY 1, 2023 TO DECEMBER 31, 2023**

WHEREAS, it is necessary to amend Ordinance No. 67-2022 to make certain adjustments for the allocation of funds to facilitate various necessary operating expenses of the City of Macedonia.

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

Section 1. That Ordinance No. 67-2022 is hereby further amended, with the additions or reductions be made to the current accounts as set forth in the document attached hereto as Exhibit “A” and incorporated herein by reference.

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

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

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

EXHIBIT A		CITY OF MACEDONIA		August 24, 2023		2023 Amend #3	
Fund Category	Fund #	Fund Name or Department	Personal Service	Other	Transfers & Advances	Total	
							changes
General	101	General					
		Council (101)	101,600	8,500		110,100	
		Administrative Support (110)	-	1,364,800		1,364,800	
		Mayor's Office (120)	531,600	33,900		565,500	
		IT (125)	136,700	207,600		344,300	
		Finance (130)	386,100	289,700		675,800	
		Mayor's Court (140)	256,900	128,500		385,400	
		Legal (150)	59,300	131,200		190,500	
		Civil Service (160)	-	27,600		27,600	
		City Center Service (170)	-	352,700		352,700	
		Building & Engineering (180)	455,200	64,700		519,900	
		Service (201)	471,700	215,600		687,300	
		Police (210)	3,211,200	243,100		3,454,300	
		Fire (222)	3,748,700	956,100		4,704,800	
		Dispatch (310)	842,800	95,800		938,600	
		Transfers (321)	-	-	5,753,000	5,753,000	
		Advances (321)	-	-	-	-	
		Total General Fund (101)	10,201,800	4,119,800	5,753,000	20,074,600	
		total Personal Service + Other		14,321,600			
	102	Emergency Reserve	-	-	-	-	
	103	Unclaimed Monies	-	1,000	-	1,000	
	104	Retirement Reserve	-	125,000	-	125,000	
	105	Refund Program	-	200,000	200,000	400,000	
	106	Technology Advancement	-	125,000	-	125,000	
Special Revenue	201	Street Construction Maintenance & Repair (S,C,M&R)					
		Street Maintenance & Repair (350)	1,090,300	253,800	-	1,344,100	
		Salt (352) & Traffic Signals (353)	-	158,000	-	158,000	
		Street Mechanic (354) & Signs Maintenance (355)	396,700	379,300	-	776,000	
		Total S,C,M&R Fund (201)	1,487,000	791,100	-	2,278,100	
	202	State Highway Improvement	-	55,000	-	55,000	
	203	Permissive License Tax	-	-	-	-	
	204	Parks & Recreation					
		Parks (203)	290,900	152,600	-	443,500	
		Recreation - Parks Programming (204)	22,600	140,600	-	163,200	
		Total Parks & Recreation Fund (204)	313,500	293,200	-	606,700	
	205	Family Recreation Center	877,100	1,069,100	-	1,946,200	
	207	Spirit of Macedonia Festival	-	52,000	-	52,000	
	210	Water Maintenance & Expansion	-	244,700	-	244,700	
	212	Motor Vehicle License Tax	-	100,000	-	100,000	
	213	Police Pension	-	164,500	-	164,500	
	216	Drug Law Enforcement	-	5,000	-	5,000	
	217	Law Enforcement & Education	-	2,500	-	2,500	
	220	Mayor's Court Computer	-	12,800	-	12,800	
	221	F.A.I.R. Program	-	55,000	-	55,000	
	225	Petro UST	-	2,000	-	2,000	
	262	Law Enforcement Trust	-	2,500	-	2,500	
	263	Federal Equity Share	-	43,500	-	43,500	
	266	Local Fiscal Recovery	-	633,585	-	633,585	
	280	Safety / Service	728,000	2,684,300	297,400	3,709,700	
		Total Special Revenue Funds	3,405,600	6,210,785	297,400	9,913,785	
Debt Service	301	General Obligation Bond Retirement	-	1,211,500	-	1,211,500	
	302	Special Assessment Bond Retirement	-	319,400	-	319,400	
	304	Other Debt - (OPWC, State Infrastructure Bank, leases)	-	619,900	-	619,900	
		Total Debt Service Funds	-	2,150,800	-	2,150,800	

EXHIBIT A		CITY OF MACEDONIA		August 24, 2023		2023 Amend #3	
Fund Category	Fund #	Fund Name or Department	Personal Service	Other	Transfers & Advances	Total	

Capital Project							
	401	Capital Improvement	-	876,000	-		876,000
	405	Road Program	-	3,026,500	742,900		3,769,400
	423	Municipal Property	-	7,025,000	-		7,025,000
	424	Longwood Park Improvements	-	1,000	-		1,000
	427	Manor House Renovation	-	-	-		-
	470	Summit Pointe TIF	-	650,000	-		650,000
	471	The Avenue TIF	-	-	46,800		46,800
	472	Macedonia Shoppes TIF	-	-	7,700		7,700
	473	Maguire Property TIF	-	-	7,000		7,000
	475	Culver's TIF	-	-	10,400		10,400
	476	KFC TIF	-	-	10,400		10,400
	477	Cleanland TIF	-	-	-		-
	478	Big Carrot TIF	-	-	-		-
	479	Peak Nano TIF	-	-	-		-
	480	OH State Waterproofing TIF	-	-	-		-
		Total Capital Project Funds	-	11,578,500	825,200		12,403,700

Non-Budgetary							
	206	Parks & Recreation Trust	-	15,000	-		15,000
	714	JEDD Northfield Center	-	622,600	-		622,600
		Total Non-Budgetary Funds	-	637,600	-		637,600
		Total All Funds	13,607,400	25,148,485	7,075,600		45,831,485
				38,755,885			

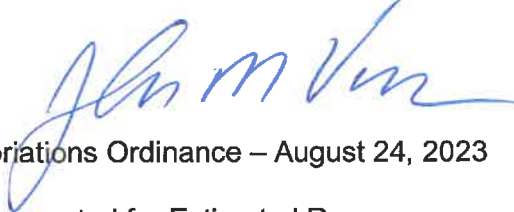
Transfers							
		General (101) to Emergency Reserve (102)			400,000		
		General (101) to Retirement Reserve (104)			200,000		
		General (101) to Technology Advancement (106)			125,000		
		General (101) to Street Construction (201)			1,375,000		
		General (101) to Family Recreation Center (205)			600,000		
		General (101) to General Bond Retirement (301)			250,000		
		General (101) to Special Assessment Bond Retirement (302)			53,000		
		General (101) to Other Debt (304)			525,000		
		General (101) to Capital Improvements (401)			575,000		
		General (101) to Road Program (405)			1,400,000		
		General (101) to Municipal Property (423)			250,000		5,753,000
		Refund Program (105) to General (101)			200,000		
		Safety Services (280) to General Bond Retirement (301)			280,900		
		Safety Services (280) to Other Debt (304)			16,500		
		Road Program (405) to General Bond Retirement (301)			671,900		
		Road Program (405) to Other Debt (304)			71,000		
		The Avenue TIF (471) to Road Program (405)			46,800		
		Macedonia Shoppes TIF (472) to Road Program (405)			7,700		
		Maguire Property TIF (473) to Road Program (405)			7,000		
		Culver's TIF (475) to Road Program (405)			10,400		
		KFC TIF (476) to Road Program (405)			10,400		
					-		
		Total Transfers			7,075,600		

Memorandum

Date: August 24, 2023

To: Mayor Nicholas Molnar
Council President Jessica Brandt
Councilmember Dave Finley
Councilmember Vini J. Ventura
Council Vice President Jeff Garvas
Councilmember Jan Tulley
Law Director Mark Guidetti

From: John M. Veres, CPA
Director of Finance



RE: Amended Annual Appropriations Ordinance – August 24, 2023

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

- 1) Technology Advancement (106) – added \$25,000 to Transfer In - General.
- 2) Safety / Service (280) - added \$50,000 to estimated revenues for sale of police car.
- 3) Road Program (405) – removed \$69,700 in estimated revenues for Empire Pkwy project.
- 4) Municipal Property (423) – added \$2,400 for portion of deposit returned.
- 5) JEDD Northfield Center (714) - adjusted Income Tax based upon collections.

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

- 6) General (101) – transfer adjusted for 1 above. Added \$ for Communication Specialist, civil service testing.
- 7) Technology Advancement (106) – added \$25,000 for software maintenance & upgrades.
- 8) SCM&R (201) – added \$70,000 for contracted services, vehicle & building maintenance.
- 9) Permissive License (203) – removed \$50,000. ODOT covering cost of project.
- 10) FAIR (221) – added \$40,000 for training & capital expenditures.
- 11) Fed Equitable Share (263) – added \$3,500 for training/supplies.
- 12) Safety / Service (280) – added \$60,000 for City Hall fire suppression system & upstairs fire improvements.
- 13) Capital Improvement (401) – added \$55,000 for Court/Police bullet proof windows.
- 14) Road Program (405) – removed \$474,000 Empire Pkwy project.
- 15) JEDD Northfield Center (714) - adjusted for income tax to be split.

In addition to the above, I have moved money around from different groups to accommodate one-time bonus payments to be made to all current full-time employees. There is no increase in the overall budget from the movement of money between groups for this.

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

Thank you.

CITY OF MACEDONIA										CERTIFICATE OF ESTIMATED RESOURCES				APPROPRIATIONS				Transfers	
2023 Estimated Resources & Appropriations										2023 Amended Appropriations - #3 August				2023				2023	
Fund #	Fund Description	Type	Unencumbered Balance 01/01/2023	ADD General Property Tax	ADD Local Gov't	ADD Income Tax	ADD other	ADD changes	2023 Total Resources	2023	2023	2023	2023	Unencumbered Balance 12/31/2023	ESTIMATED	new debt	Description		
101	General	Gov'l	5,782,893.95	2,076,715.00	242,862.76	11,970,000.00	rev-other	3,501,189.22	23,978,660.93	14,321,600.00	5,753,000.00	1,000,000.00	3,904,060.93	3,904,060.93					
						tr in 3.													
						tr in 5.													
						est rev													
								3,906,189.22											
102	Emergency Reserve	Gov'l	600,000.00				tr in 1.	400,000.00	1,000,000.00				1,000,000.00						
103	Unclaimed Monies	Trust	2,589.22				est rev	-	2,589.22				1,589.22						
104	Retirement Reserve	Gov'l	564,822.44				tr in 1.	200,000.00	764,822.44				639,822.44						
105	Refund Program	Gov'l	160,731.68			330,800.00	est rev	-	491,531.68				91,531.68						
106	Technology Advancement	Gov'l	8,569.70				tr in 1.	125,000.00	133,569.70				8,569.70						
201	S, C, M & R	Sp Rev	64,372.10				est rev	890,000.00	2,328,372.10				51,272.10						
						tr in 1.		1,375,000.00											
								2,265,000.00											
202	State Highway	Sp Rev	30,109.40				est rev	50,000.00	80,109.40				25,109.40						
203	Permissive License Tax	Sp Rev	14,989.71				est rev	125,000.00	139,989.71				139,989.71						
204	Parks & Recreation	Sp Rev	475,091.67			543,400.00	est rev	104,000.00	1,152,491.67				545,791.67						
						tr in 1.		30,000.00											
								134,000.00											
205	Family Recreation Center	Sp Rev	135,546.10			543,400.00	est rev	725,000.00	2,003,946.10				57,746.10						
						tr in 1.		600,000.00											
								1,325,000.00											
206	Parks & Recreation Trust	Trust	244,696.28				est rev	55,000.00	299,696.28				284,696.28						
						tr in 1.		-											
								55,000.00											
207	Spirit of Macedonia	Sp Rev	49,269.95				est rev	25,000.00	74,269.95				22,269.95						
210	Water Maintenance & Expansion	Sp Rev	166,721.48				est rev	125,000.00	293,721.48				49,021.48						
212	Motor Vehicle License Tax	Sp Rev	45,719.16				est rev	100,000.00	145,719.16				45,719.16						
213	Police Pension	Sp Rev	13,917.87				est rev	-	173,239.87				8,739.87						
215	Indigent Drivers	Sp Rev	6,093.21				est rev	6,093.21	6,093.21				6,093.21						
216	Drug Law Enforcement	Sp Rev	28,729.24				est rev	5,000.00	34,729.24				29,729.24						
217	Law Enforcement Education	Sp Rev	23,159.01				est rev	2,500.00	25,659.01				23,159.01						
218	CDBG Block Grant	Sp Rev	8,153.30				est rev	-	8,153.30				8,153.30						
220	Mayor's Court Computer	Sp Rev	13,684.40				est rev	8,000.00	21,684.40				8,884.40						
221	F.A.I.R. Program	Sp Rev	50,114.39				est rev	35,000.00	85,114.39				30,114.39						
223	Subdivision Tree	Sp Rev	115.00				est rev	-	115.00				115.00						
224	Wireless Emergency 911	Sp Rev	14,902.55				est rev	-	14,902.55				14,902.55						
225	Petro Underground Storage Tanks	Sp Rev	8,000.00				est rev	-	8,000.00				8,000.00						
226	Police K-9 Donation	Sp Rev	1,266.46				est rev	-	1,266.46				1,266.46						
233	Quiet Zone Maintenance	Sp Rev	19,073.71				est rev	-	19,073.71				19,073.71						
259	A.R.F.A. Grant	Sp Rev	5,416.40				est rev	-	5,416.40				5,416.40						
260	Federal Fire Grant	Sp Rev	14,044.11				est rev	-	14,044.11				14,044.11						
262	Law Enforcement Trust	Sp Rev	19,355.02				est rev	-	19,355.02				16,855.02						
263	Federal Equitable Share	Sp Rev	69,762.33				est rev	-	69,762.33				26,262.33						

CITY OF MACEDONIA			CERTIFICATE OF ESTIMATED RESOURCES						APPROPRIATIONS			Transfers					
2023 Estimated Resources & Appropriations			ACTUAL			ADD			EQUALS			ESTIMATED			advances		
2023 Amended Appropriations - #3			Balance			changes			2023			Unencumbered			gen'l obligation debt		
August			01/01/2023			Local			Total			12/31/2023			spec assess debt		
Fund #	Fund Description	Type	Unencumbered Balance	General Property Tax	Income Tax	est rev	est rev	Other Sources	2023 Resources	Description	Sect.	Appropriations	Balance	OPWC/lease debt	new debt	Description	
266	Local Fiscal Recovery	Sp Rev	633,585.04						633,585.04		31c.	633,585.04	-				
267	OneOhio	Sp Rev	4,554.70			est rev	est rev	4,500.00	9,054.70		31d.	-	9,054.70				
280	Safety / Service	Sp Rev	1,138,981.72		2,073,800.00	borrow	borrow	350,000.00	4,312,781.72	lease/buy - 5 Police cars	32.	728,000.00	603,081.72			wages & benefits	
						borrow	borrow	350,000.00		lease/buy - 5 Police cars		2,485,900.00				capital items	
						est rev	est rev	350,000.00		lease/buy - 5 Police cars		198,400.00				RITA fees / OH muni fees + other	
								1,100,000.00		sale to Slow Police	tr out 32.	3,709,700.00				aerial tower+800mhz radio+cot	
301	General Bond Retirement	Debt	10,124.35			est rev	est rev	250,000.00	1,212,924.35		33.	119,600.00	1,424.35			800 mhz radios	
						tr in 1.	tr in 32	280,900.00				161,400.00				aerial tower	
						tr in 38	tr in 38	671,900.00				671,900.00				\$8M 2018 bonds-Road Program	
								1,202,800.00				258,600.00				70% 2010 bonds	
												1,211,500.00					
302	Special Assess Bond Retirement	Debt	1,189.71			est rev	est rev	290,000.00	344,189.71		34.	319,400.00	24,789.71				
						tr in 1.	tr in 1.	53,000.00									
						borrow	borrow	343,000.00									
304	Other Debt	Debt	149,756.64			tr in 1.	tr in 32.	525,000.00	762,256.64		36.	532,400.00	142,356.64			Lease p/mts / State Infrastructure	
						tr in 32.	tr in 38.	16,500.00				16,500.00				2nd of 3 lease/buy for Cot Loader	
						borrow	borrow	71,000.00				71,000.00				OPWC payments + fees	
								612,500.00				619,900.00					
401	Capital Improvements	Cap	30,204.94			borrow	est rev	575,000.00	910,904.94		37.	840,100.00	34,904.94			Dept capital purchases	
						tr in 1. <td>est rev</td> <td>269,800.00</td> <td></td> <td>NEORSO-Triangle/Requies</td> <td></td> <td>35,900.00</td> <td></td> <td></td> <td></td> <td>EPA compliance</td>	est rev	269,800.00		NEORSO-Triangle/Requies		35,900.00				EPA compliance	
						est rev	est rev	35,900.00		NEORSO & CC Share '22		876,000.00					
								680,700.00									
405	Road Program	Cap	504,887.09			tr in 1.	tr in 44.	1,400,000.00	4,498,087.09		38.	157,500.00	728,687.09			Road materials	
						tr in 44. <td>tr in 45. <td>46,800.00</td> <td></td> <td></td> <td></td> <td>60,000.00</td> <td></td> <td></td> <td></td> <td>Road pavement markings</td> </td>	tr in 45. <td>46,800.00</td> <td></td> <td></td> <td></td> <td>60,000.00</td> <td></td> <td></td> <td></td> <td>Road pavement markings</td>	46,800.00				60,000.00				Road pavement markings	
						tr in 45. <td>tr in 46. <td>7,700.00</td> <td></td> <td></td> <td></td> <td>70,000.00</td> <td></td> <td></td> <td></td> <td>storm water projects</td> </td>	tr in 46. <td>7,700.00</td> <td></td> <td></td> <td></td> <td>70,000.00</td> <td></td> <td></td> <td></td> <td>storm water projects</td>	7,700.00				70,000.00				storm water projects	
						tr in 46. <td>tr in 48. <td>7,000.00</td> <td></td> <td></td> <td></td> <td>1,823,000.00</td> <td></td> <td></td> <td></td> <td>Road Program</td> </td>	tr in 48. <td>7,000.00</td> <td></td> <td></td> <td></td> <td>1,823,000.00</td> <td></td> <td></td> <td></td> <td>Road Program</td>	7,000.00				1,823,000.00				Road Program	
						tr in 48. <td>tr in 49. <td>10,400.00</td> <td></td> <td></td> <td></td> <td>48,000.00</td> <td></td> <td></td> <td></td> <td>LED street lighting</td> </td>	tr in 49. <td>10,400.00</td> <td></td> <td></td> <td></td> <td>48,000.00</td> <td></td> <td></td> <td></td> <td>LED street lighting</td>	10,400.00				48,000.00				LED street lighting	
						tr in 49. <td>tr in 50. <td>10,400.00</td> <td></td> <td></td> <td></td> <td>26,000.00</td> <td></td> <td></td> <td></td> <td>RITA retainers / OH muni fees</td> </td>	tr in 50. <td>10,400.00</td> <td></td> <td></td> <td></td> <td>26,000.00</td> <td></td> <td></td> <td></td> <td>RITA retainers / OH muni fees</td>	10,400.00				26,000.00				RITA retainers / OH muni fees	
						tr in 50. <td>tr in 52. <td>-</td> <td></td> <td></td> <td></td> <td>30,000.00</td> <td></td> <td></td> <td></td> <td>Engineering - 4 corners</td> </td>	tr in 52. <td>-</td> <td></td> <td></td> <td></td> <td>30,000.00</td> <td></td> <td></td> <td></td> <td>Engineering - 4 corners</td>	-				30,000.00				Engineering - 4 corners	
						tr in 52. <td>tr in 53. <td>-</td> <td></td> <td></td> <td></td> <td>162,100.00</td> <td></td> <td></td> <td></td> <td>Engineering - Highland View</td> </td>	tr in 53. <td>-</td> <td></td> <td></td> <td></td> <td>162,100.00</td> <td></td> <td></td> <td></td> <td>Engineering - Highland View</td>	-				162,100.00				Engineering - Highland View	
						est rev	est rev	292,500.00		Summit-TD Empire Play		325,000.00				Empire Pkwy	
						est rev	est rev	144,500.00		AMATS - vv Rd		144,500.00				Valley View Rd	
						est rev	est rev	72,200.00		OPWC - Golden Link		149,400.00				Golden Link Blvd	
						est rev	est rev	15,500.00		NCT - Golden Link		31,000.00				Golden Link Blvd	
						est rev	est rev	17,400.00		NCT - Walkers Rd		71,000.00				Walkers Rd - design engineering	
						est rev	est rev	2,024,400.00		RoundUp settlement	tr out 38.	671,900.00				OPWC Lodge 2048/View 2038	
											tr out 38.	3,769,400.00				\$8M 2018 Roads Bond 2038	
423	Municipal Property	Cap	1,755,023.75			tr in 1.	est rev	250,000.00	7,757,423.75		40.	7,025,000.00	732,423.75				
						est rev	est rev	2,400.00									
						borrow	borrow	5,750,000.00									
								6,002,400.00									
424	Longwood Park Improvements	Cap	5,912.31			est rev	est rev	-	5,912.31		41.	1,000.00	4,912.31				
427	Manor House Renovation	Cap	26.27			est rev	est rev	-	26.27		42.	-	26.27				

CITY OF MACEDONIA		CERTIFICATE OF ESTIMATED RESOURCES										APPROPRIATIONS				transfers			
2023 Estimated Resources & Appropriations		ACTUAL		ADD		ADD		ADD		EQUALS		SUBTRACT		EQUALS		advances			
2023 Amended Appropriations - #3		Unencumbered		changes		changes		changes		Total		changes		ESTIMATED		gen'l obligation debt			
Fund #	Fund Description	Balance 01/01/2023	General Property Tax	Local Gov't	Income Tax	Other Sources	2023 Total Resources	2023	2023	2023	2023	2023	2023	Unencumbered	Balance 12/31/2023	new debt	OPWC/lease debt	spec assess debt	
	Type														Description				
470	Summit Pointe TIF	0.01				650,000.00	650,000.01	est rev				43.	650,000.00	0.01					
471	The Avenue TIF	140.56				46,800.00	46,940.56	est rev				tr out 44.	46,800.00	140.56					
472	Macedonia Shoppes TIF	213.10				7,000.00	7,913.10	est rev				tr out 45.	7,000.00	213.10					
473	Maguire Property TIF	167.65				7,000.00	7,167.65	est rev				tr out 46.	7,000.00	167.65					
475	Culver's TIF	201.53				10,400.00	10,601.53	est rev				tr out 48.	10,400.00	201.53					
476	KFC TIF	148.11				10,400.00	10,548.11	est rev				tr out 49.	10,400.00	148.11					
477	Cleanland TIF	-				-	-	est rev				tr out 50.	-	-					
478	Big Carrot TIF	-				-	-	est rev				tr out 51.	-	-					
479	Peak Nano TIF	-				-	-	est rev				tr out 52.	-	-					
480	Ohio State Waterproofing TIF	-				-	-	est rev				tr out 53.	-	-					
481	Optima TIF	-				-	-	est rev				tr out 54.	-	-					
482	Space Place TIF	-				-	-	est rev				tr out 55.	-	-					
483	Wave Car Wash TIF	-				-	-	est rev				tr out 56.	-	-					
702	Revolving Payroll Funds	68,100.88				-	68,100.88	est rev				54.	-	68,100.88					
703	Recreation Trust Fund	-				-	-	est rev				55.	-	-					
710	Escrow Deposits	100,103.86				-	100,103.86	est rev				56.	-	100,103.86					
711	OBBC Deposits	1,905.85				-	1,905.85	est rev				57.	-	1,905.85					
712	Community Room Deposits	3,248.75				-	3,248.75	est rev				58.	-	3,248.75					
714	JEDD Northfield Center	125,075.90			622,600.00	-	747,675.90	est rev				59.	622,600.00	125,075.90					
715	Mayors Court Bond	7,942.56				-	7,942.56	est rev				60.	-	7,942.56					
Totals		13,187,205.12	2,236,037.00	242,862.76	18,052,800.00	21,788,289.22	55,507,194.10						45,831,485.04	9,675,709.06					
Total Resources					63.47%	42,319,988.98	Total Generated Resources							0.00					
						28,444,388.98	Total Estimated Revenue												

CITY OF MACEDONIA

changes

2023 Amended Appropriations - #3

August

	Fund #		
Beginning Estimated RESTRICTED Unencumbered Cash Balance	all other		6,067,600
Beginning Estimated UNRESTRICTED Unencumbered Cash Balance	101-106		<u>7,119,600</u>
	ALL		13,187,200
Revenue and Other Receipts			
Municipal Income Tax Funds (101,105, 204, 205)		13,387,600	
Property Tax	101, 213	2,236,000	
Local Government	101	242,900	
Tax Increment Financing (TIF) Revenue	471-483	82,300	
Safety / Service	280	<u>2,123,800</u>	
Road Program	405	<u>2,510,900</u>	
Other Income Funds (101, 105, 201, 204, 205, 301, 302, 401)		<u>6,050,900</u>	
Total Revenue			26,634,400
Expenses and Other Disbursements			
General	101	<u>14,321,600</u>	
Retirement Reserve	104	125,000	
Refund Program	105	200,000	
Technology Advancement	106	125,000	
Street Construction Maintenance & Repair	201	2,278,100	
Parks & Recreation	204	606,700	
Family Recreation Center	205	1,946,200	
Safety / Service	280	<u>3,412,300</u>	
			(23,014,900)
Trust / Agency Funds (206, 702 - 715) Revenue		<u>677,600</u>	
Trust / Agency Funds (206, 702 - 715) Expense		<u>637,600</u>	40,000
Other Funds (103, 202, 203, 207-267, 423-427, 470) Revenue		<u>1,132,400</u>	
Other Funds (103, 202, 203, 207-267, 423-427, 470) Expense		<u>9,050,100</u>	(7,917,700)
Balance available for Debt Service, Capital Improvements, Road Program & Other Costs			(4,258,200)
Debt Service			
General Bond Retirement	301	1,211,500	
Special Assessment Bond Retirement	302	319,400	
Other Debt	304	<u>619,900</u>	
			(2,150,800)
Balance available for Capital Improvements and Other Costs			(6,409,000)
Capital Improvements			
Departmental & Other Items from Five Year Capital Plan	401		(876,000)
Road Program			
Road Program & Storm Sewer Maintenance	405	1,893,000	
Other	405	<u>1,133,500</u>	(3,026,500)
Safety / Service borrowing	280		1,050,000
Municipal Property borrowing	423		5,750,000
Estimated Unencumbered Cash Increase (Decrease)			<u>(3,511,500)</u>
Ending RESTRICTED Unencumbered Cash Balance - Estimated	all other		4,030,100
Ending UNRESTRICTED Unencumbered Cash Balance - Estimated	101-106		<u>5,645,600</u>
	ALL		<u>9,675,700</u>

ORIGINATOR: POLICE DEPARTMENT

SPONSOR: Tulley

**CITY OF MACEDONIA
RESOLUTION NO. 78 - 2023**

**A RESOLUTION
AUTHORIZING THE TRANSFER OF A 2023 DODGE DURANGO PURSUIT POLICE
CAR TO THE CITY OF STOW**

WHEREAS, the Police Department of the City of Macedonia is currently in possession of one (1) 2023 Dodge Durango Pursuit Police vehicle, VIN No. 1C4SDJFT2PC590487 (“Vehicle”), valued at \$43,131.40, recently received from Greve Chrysler Jeep Dodge; and

WHEREAS, prior to delivery of the Vehicle, but after the time for which delivery of the Vehicle could be cancelled, the Police Department’s need for vehicles was satisfied through other orders previously authorized by Council, and as such the Vehicle is no longer needed for the City’s purposes, and would be surplus or obsolete for its intended use; and

WHEREAS, the City, having neither accepted ownership of the vehicle nor having paid for the vehicle, wishes to forgo any purchase rights or other interest in the vehicle, and transfer any such rights or interest in the vehicle to the City of Stow, Ohio, who has indicated an emergency need for such vehicle and already passed legislation to accept such vehicle from the City of Macedonia; and

WHEREAS, to the extent this vehicle is contemplated in any loan previously obtained by the City, the City of Stow, as a condition of accepting the Vehicle, shall be responsible for paying any such loan portion.

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

Section 1. That upon recommendation of the Police Department, the City of Macedonia hereby foregoes any purchase rights or other interest in the Vehicle, and to the extent required by law, transfers any such rights or interest in the vehicle to the City of Stow, Ohio, conditioned upon the City of Stow’s payment to the holder of any prior loan obtained by the City to finance said Vehicle.

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

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

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____

Nicholas Molnar

ATTEST: _____

Jon Hoover, Clerk of Council

ORIGINATOR: CITY ENGINEER

SPONSOR: Garvas

**CITY OF MACEDONIA
ORDINANCE NO. 79 - 2023**

**AN ORDINANCE
AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT
WITH M. CAMPBELL CONTRACTING, LLC FOR THE IROQUOIS TRAIL STORM
SEWER REPLACEMENT PROJECT**

WHEREAS, it has already been deemed necessary and in the best interest of the health, safety and welfare of all the City and its residents to improve the Iroquois Trail Storm Sewer within the City of Macedonia; and

WHEREAS, pursuant to Council authorization, the City previously advertised for bids for a contract for the Iroquois Trail Storm Sewer project; and

WHEREAS, pursuant to law, bids were received and opened by the City in accordance with the published schedule, and the City Engineer has reviewed said bids and recommended that the bid received from M. Campbell Contracting, LLC be accepted as the lowest and best bid; and

WHEREAS, it is found and determined that the bid of M. Campbell Contracting, LLC is the lowest and best bid with regard to the Iroquois Trail Storm Sewer project, and Council therefore wishes to authorize the Mayor to enter into a contract with M. Campbell Contracting, LLC for such storm sewer improvements as the lowest and best bid.

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 bid of M. Campbell Contracting, LLC as the lowest and best bid in regard to the Iroquois Trail Storm Sewer Replacement, and to enter into a contract with M. Campbell Contracting, LLC as set forth in the documents attached hereto and incorporated by reference as Exhibit "A" to accomplish the same.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance was 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 Ordinance shall take effect upon adoption by Council and signature of the Mayor or after the earliest period allowed by law.

PASSED: _____

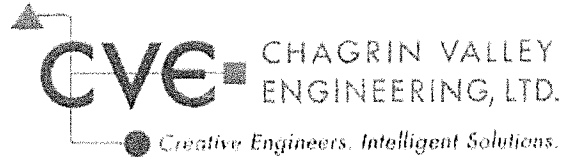
EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

EXHIBIT "A"



22999 Forbes Road, Suite B • Cleveland, Ohio 44146-5667 • Phone: 440.439.1999 • Fax: 440.439.1969 • www.cvelimited.com

City of Macedonia
9691 Valley View Road
Macedonia, Ohio 44056
Attention: Nicholas Molnar, Mayor

August 15, 2023

Re: Iroquois Trail Storm Sewer Replacement

Dear, Mayor Molnar,

The City has received seven (7) bid proposals for the project known as the Iroquois Trail Storm Sewer Replacement. I have reviewed the bid proposals and have identified the lowest and best bid proposal as that being submitted by M. Campbell Contracting LLC, in the amount of \$154,515.25. Previously, this contractor has successfully completed similar underground utility work. I am therefore recommending that M. Campbell Contracting LLC be awarded the contract for the Iroquois Trail Storm Sewer Replacement.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Joseph L. Gigliotti', is written over a light gray background.

Joseph L. Gigliotti, City Engineer
Chagrin Valley Engineering, Ltd.

Cc: Members of Council
Law Director Guidetti
Finance Director Veres

attachments

BID TABULATION

**Iroquois Trail Storm Sewer Improvement
City Of Macedonia**

DATE: August 11, 2023

CVE JOB NO. 23253 Engineer's Estimate \$289,000.00

				M. CAMPBELL CONTRACTING, LLC		RAY BERTOLINI TRUCKING CO., INC.	
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	18" STORM SEWER	LF	45	\$112.75	\$5,073.75	\$130.00	\$5,850.00
2	15" STORM SEWER	LF	680	\$87.00	\$59,160.00	\$84.00	\$57,120.00
3	2-3 CATCH BASIN	EACH	2	\$3,052.00	\$6,104.00	\$2,800.00	\$5,600.00
4	2-2-B CATCH BASIN	EACH	9	\$1,950.00	\$17,550.00	\$1,935.00	\$17,415.00
5	CONCRETE DRIVE APRON REPAIR	SF	2250	\$11.75	\$26,437.50	\$12.00	\$27,000.00
6	LINEAR GRADING	LF	725	\$24.40	\$17,690.00	\$31.00	\$22,475.00
7	TREE REMOVAL	EACH	2	\$250.00	\$500.00	\$2,900.00	\$5,800.00
8	HEADWALL ALTERATION	EACH	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00
9	INSPECTION FEE ALLOWANCE	LUMP	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
10	GENERAL CONSTRUCTION CONTINGENCY	LUMP	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
TOTAL PROJECT COST				TOTAL	\$154,515.25	TOTAL	\$162,260.00
				NUMBER OF DAYS TO COMPLETE: 60	NUMBER OF DAYS TO COMPLETE: 30		
				EARLIEST STARTING DATE: 9/4/2023	EARLIEST STARTING DATE: September, 2023		

				NORTHEAST OHIO TRENCHING SERVICE, INC.		SET IN STONE CONTRACTING, LLC	
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	18" STORM SEWER	LF	45	\$150.00	\$6,750.00	\$200.00	\$9,000.00
2	15" STORM SEWER	LF	680	\$120.00	\$81,600.00	\$153.00	\$104,040.00
3	2-3 CATCH BASIN	EACH	2	\$2,200.00	\$4,400.00	\$4,350.00	\$8,700.00
4	2-2-B CATCH BASIN	EACH	9	\$1,550.00	\$13,950.00	\$3,380.00	\$30,420.00
5	CONCRETE DRIVE APRON REPAIR	SF	2250	\$18.00	\$40,500.00	\$18.00	\$40,500.00
6	LINEAR GRADING	LF	725	\$26.00	\$18,850.00	\$20.00	\$14,500.00
7	TREE REMOVAL	EACH	2	\$1,800.00	\$3,600.00	\$3,200.00	\$6,400.00
8	HEADWALL ALTERATION	EACH	1	\$7,945.00	\$7,945.00	\$6,750.00	\$6,750.00
9	INSPECTION FEE ALLOWANCE	LUMP	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
10	GENERAL CONSTRUCTION CONTINGENCY	LUMP	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
TOTAL PROJECT COST				TOTAL	\$197,595.00	TOTAL	\$240,310.00
				NUMBER OF DAYS TO COMPLETE: 30 days	NUMBER OF DAYS TO COMPLETE: 30		
				EARLIEST STARTING DATE: material lead time dependent (precast)	EARLIEST STARTING DATE: 10/6/2023		

				ECLIPSE CO., LLC		C.A. AGRESTA CONSTRUCTION COMPANY	
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	18" STORM SEWER	LF	45	\$150.00	\$6,750.00	\$244.00	\$10,980.00
2	15" STORM SEWER	LF	680	\$132.00	\$89,760.00	\$175.00	\$119,000.00
3	2-3 CATCH BASIN	EACH	2	\$5,380.75	\$10,761.50	\$4,000.00	\$8,000.00
4	2-2-B CATCH BASIN	EACH	9	\$5,056.00	\$45,504.00	\$3,500.00	\$31,500.00
5	CONCRETE DRIVE APRON REPAIR	SF	2250	\$27.00	\$60,750.00	\$17.00	\$38,250.00
6	LINEAR GRADING	LF	725	\$10.50	\$7,612.50	\$30.00	\$21,750.00
7	TREE REMOVAL	EACH	2	\$2,800.00	\$5,600.00	\$2,500.00	\$5,000.00
8	HEADWALL ALTERATION	EACH	1	\$4,040.00	\$4,040.00	\$3,000.00	\$3,000.00
9	INSPECTION FEE ALLOWANCE	LUMP	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
10	GENERAL CONSTRUCTION CONTINGENCY	LUMP	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
TOTAL PROJECT COST				TOTAL	\$250,778.00	TOTAL	\$257,480.00
				NUMBER OF DAYS TO COMPLETE: 25 days		NUMBER OF DAYS TO COMPLETE: 30	
				EARLIEST STARTING DATE: 10/02/2023		EARLIEST STARTING DATE: 10-02-23	

						LOCKHART CONCRETE CO.	
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE		
1	18" STORM SEWER	LF	45	\$88.00	\$3,960.00		
2	15" STORM SEWER	LF	680	\$75.50	\$51,340.00		
3	2-3 CATCH BASIN	EACH	2	\$7,500.00	\$15,000.00		
4	2-2-B CATCH BASIN	EACH	9	\$3,400.00	\$30,600.00		
5	CONCRETE DRIVE APRON REPAIR	SF	2250	\$20.00	\$45,000.00		
6	LINEAR GRADING	LF	725	\$124.00	\$89,900.00		
7	TREE REMOVAL	EACH	2	\$4,300.00	\$8,600.00		
8	HEADWALL ALTERATION	EACH	1	\$3,100.00	\$3,100.00		
9	INSPECTION FEE ALLOWANCE	LUMP	1	\$10,000.00	\$10,000.00		
10	GENERAL CONSTRUCTION CONTINGENCY	LUMP	1	\$10,000.00	\$10,000.00		
TOTAL PROJECT COST				TOTAL	\$267,500.00		
				NUMBER OF DAYS TO COMPLETE: 50 Days			
				EARLIEST STARTING DATE:			

ORIGINATOR: ENGINEERING DEPARTMENT

SPONSOR: Finley

**CITY OF MACEDONIA
ORDINANCE NO. 80 - 2023**

**AN ORDINANCE
AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT
WITH SIGNARAMA CLEVELAND FOR THE MACEDONIA MONUMENTAL
SIGNAGE AND DIGITAL DISPLAY PROJECT**

WHEREAS, the City previously deemed it necessary and in the best interest of the health, safety and welfare of all the City residents to improve the City’s signage at 680 East Aurora Road in Macedonia Ohio; and

WHEREAS, the City previously advertised for bids for the Macedonia Monumental Signage and Digital Display project at the above-referenced location; and

WHEREAS, pursuant to law, bids were advertised, received, and opened by the City in accordance with the published schedule; and

WHEREAS, it is recommended that the bid of Signarama Cleveland be accepted as the lowest and best bid with regard to the Macedonia Monumental Signage and Digital Display project, and Council therefore wishes to authorize the Mayor to enter into a contract with that company for such signage and display as the lowest and best bid.

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

Section 1. That the public bidding is herein ratified, and the Mayor is authorized to accept the bid of Signarama Cleveland as the lowest and best bid in regard to the Macedonia Monumental Signage and Digital Display project as set forth in the document attached hereto and incorporated by reference as Exhibit “A.”

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance was 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 Ordinance 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

DRAFT AIA® Document A101® - 2017

Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a Stipulated Sum

AGREEMENT made as of the «Tenth» day of «July» in the year «Two Thousand Twenty-three»

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

« City of Macedonia »« »
« c/o Mayor Nicholas Molnar »
« 9691 Valley View Rd. »
« Macedonia, Ohio 44056 »

and the Contractor:

(Name, legal status, address and other information)

« Signarama Cleveland »« »
« c/o Samuel Costiuc »
« 18200 South Miles Rd. »
« Warrensville Hts, Ohio 44128 »

for the following Project:

(Name, location and detailed description)

«Macedonia Monumental Signage and Digital Display»
«680 E Aurora Rd, Macedonia, OH 44056 »
«Monument Sign With Digital Display»

The Architect:

(Name, legal status, address and other information)

« Meld Architects »« »
« c/o Ed Parker »
« 2026 Murray Hill Rd., Suite 06 »
« Cleveland, Ohio 44106 »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« July 10, 2023 »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[« X »] By the following date: « October 31, 2023 »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Completed Projected	120 Calendar Days from the Construction Commencement

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «Sixty-three Thousand Nine Hundred Fifty Dollars and Zero Cents» (\$ «63,950.00»), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
Owner's Contingency Allowance	\$5,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« N/A »

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« N/A »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « 30 » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « 30 » day of the « following » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « 30 » (« ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« Ten Percent (10%) »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« N/A »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« N/A »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

« N/A »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

« »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

« »

« »

« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other (Specify)
 -

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

« N/A »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

« City of Macedonia »« »
« c/o Mayor Nicholas Molnar »
« 9691 Valley View Rd. »
« Macedonia, Ohio 44056 »
« »
« »

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

« Signarama Cleveland »« »
« c/o Samuel Costiuc »
« 18200 South Miles Rd. »
« Warrensville Hts, Ohio 44128 »
« »
« »

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction

« »

.5 Drawings

Number	Title	Date
A001	COVERSHEET	05.26.2023
A101	SIGN PLANS	05.26.2023
A102	SECTIONS / DETAILS	05.26.2023
E001	ELEC.	05.26.2023
E002	SPECIFICATION	05.26.2023
S100 (INFORMATION ONLY)	ELEC. DIAGRAMS CIVIL SITE PLAN	05.26.2023

.6 Specifications

Section	Title	Date	Pages
Specification Book	Volume 1 of 1	05.26.2023	38

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

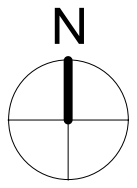
« Nicholas Molnar » « Mayor, City of Macedonia »
(Printed name and title)

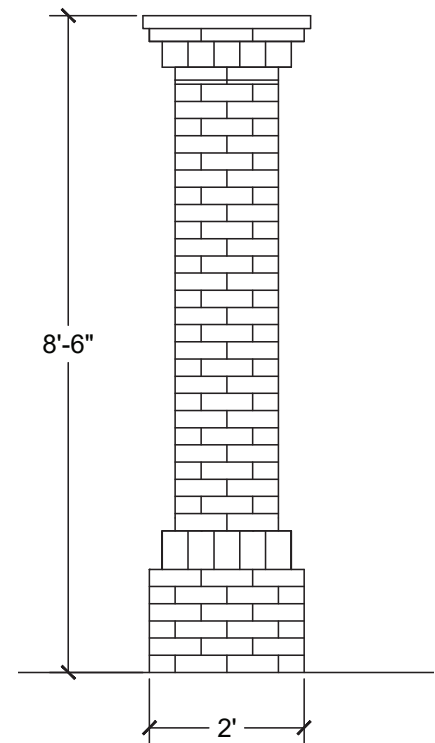
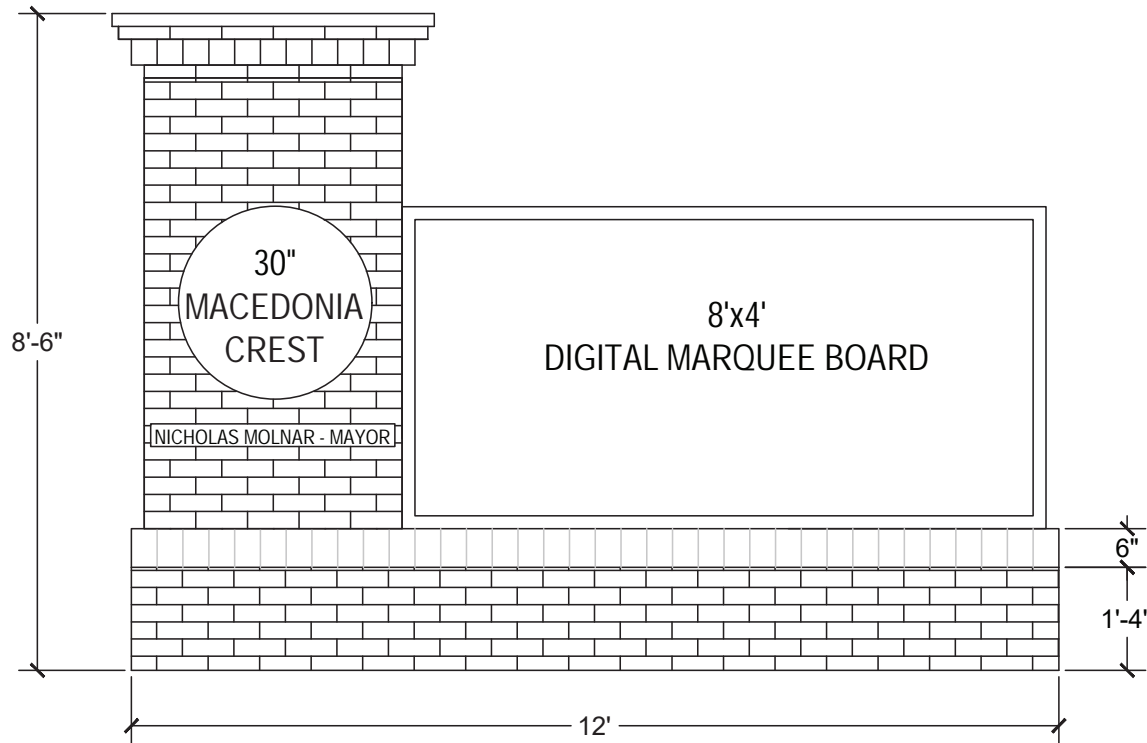
CONTRACTOR (Signature)

« Samuel Costiuc » « President »
(Printed name and title)



SITE LOCATION:







Walmart's Hobby Lobby Kohl's Home Depot
HAUNTED MANOR
A Walk Through Halloween Events
Saturday, Oct 8th, 2-5 pm
1. Admission Free, 2. Free Will Contribution

OFFICE OF THE MAYOR
NICHOLAS MOHAR - MAYOR

MACEDONIA TOUCH-A-TRUCK
THURSDAY, AUGUST 14
12-2 PM
AT THE MACEDONIA PEO CENTER

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Featuring a modular weatherproof outdoor panel made to display high definition content year round. UltraVision's displays are used throughout the country in a variety of applications. The solution offered is made in sections for easy maintenance and replacement in the event of damage or failure. Their panels are also vendor agnostic, meaning any source can feed their HDMI port. This will avoid issues such as the discontinuation of the software for the current Rec Center display.

[View Details on Modular Panel Design](#)

[View ULTRAVision's Portfolio](#)



ORIGINATOR: ADMINISTRATION

SPONSOR: Brandt

**CITY OF MACEDONIA
ORDINANCE NO. 81 - 2023**

AN ORDINANCE

AUTHORIZING THE MAYOR, BUILDING COMMISSIONER, SERVICE DIRECTOR, AND FINANCE DIRECTOR TO ESTABLISH PROCEDURES FOR AND ENGAGE IN THE PROCESS OF LETTING ONE OR MORE CONTRACTS WITH ONE OR MORE QUALIFIED ENTITIES FOR DESIGN AND CONSTRUCTION OF A SERVICE BUILDING AS SET FORTH WITHIN THE OHIO REVISED CODE RELATED TO DESIGN-BUILD CONTRACTING FOR THE PURPOSES OF CONSTRUCTION/RENOVATION FOR A NEW SERVICE BUILDING AND SALT DOME, AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH BIALOSKY CLEVELAND TO ASSIST THE CITY AS ITS CRITERIA ARCHITECT TO ACCOMPLISH THE SAME

WHEREAS, Ohio law allows for municipalities to engage in a variety of methods to accomplish public infrastructure improvements, such as design-build and the process set forth in Chapter 153 of the Ohio Revised Code; and

WHEREAS, newer project delivery models may result in efficiencies in the contracting process and substantial cost savings, and it is in the City's best financial interest to employ the design-build project delivery system for design and construction of a new service building and salt dome; and

WHEREAS, Macedonia has a need for the creation of a new service building and salt dome by construction and renovation of an existing building for the operations of the City of Macedonia Service Department, as the Department currently operates out of a variety of make-shift and aging structures not centrally located within the City and which are currently in need of significant and costly repair; and

WHEREAS, the City desires to utilize processes set forth in the Ohio Revised Code, including Chapter 153 thereof, in order to accomplish the construction/renovation for a new service building and salt dome through the design build process, and further desires to utilize the services of Bialoski Cleveland as set forth in the proposal set forth in the document attached as Exhibit "A" and incorporated herein by reference to provide all Criteria Architect/Engineer ("C-A/E") services necessary to represent the City in the construction of a new service garage and salt dome using the design/build contracting method, which proposal was selected through the request for proposal attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, pursuant to the Constitution of the State of Ohio and the Revised Code, municipalities have the power of local self-government.

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, Building Commissioner, Service Director, and Finance Director may establish procedures for and engage in the process of letting one or more contracts with one or more qualified entities for the design and construction/renovation for a new service building and salt dome under the design-build project delivery system without the necessity of traditional competitive building.

Section 2. That the Mayor is further authorized to enter into an agreement to utilize Bialosky Cleveland as set forth in the proposal set forth in the document attached as Exhibit "A," as the best proposal received by the City to provide all Criteria Architect/Engineer services necessary to represent the City in the construction of a new service garage and salt dome using the design/build contracting method.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance was 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. This Ordinance 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

CITY OF MACEDONIA

Service Garage & Salt Dome

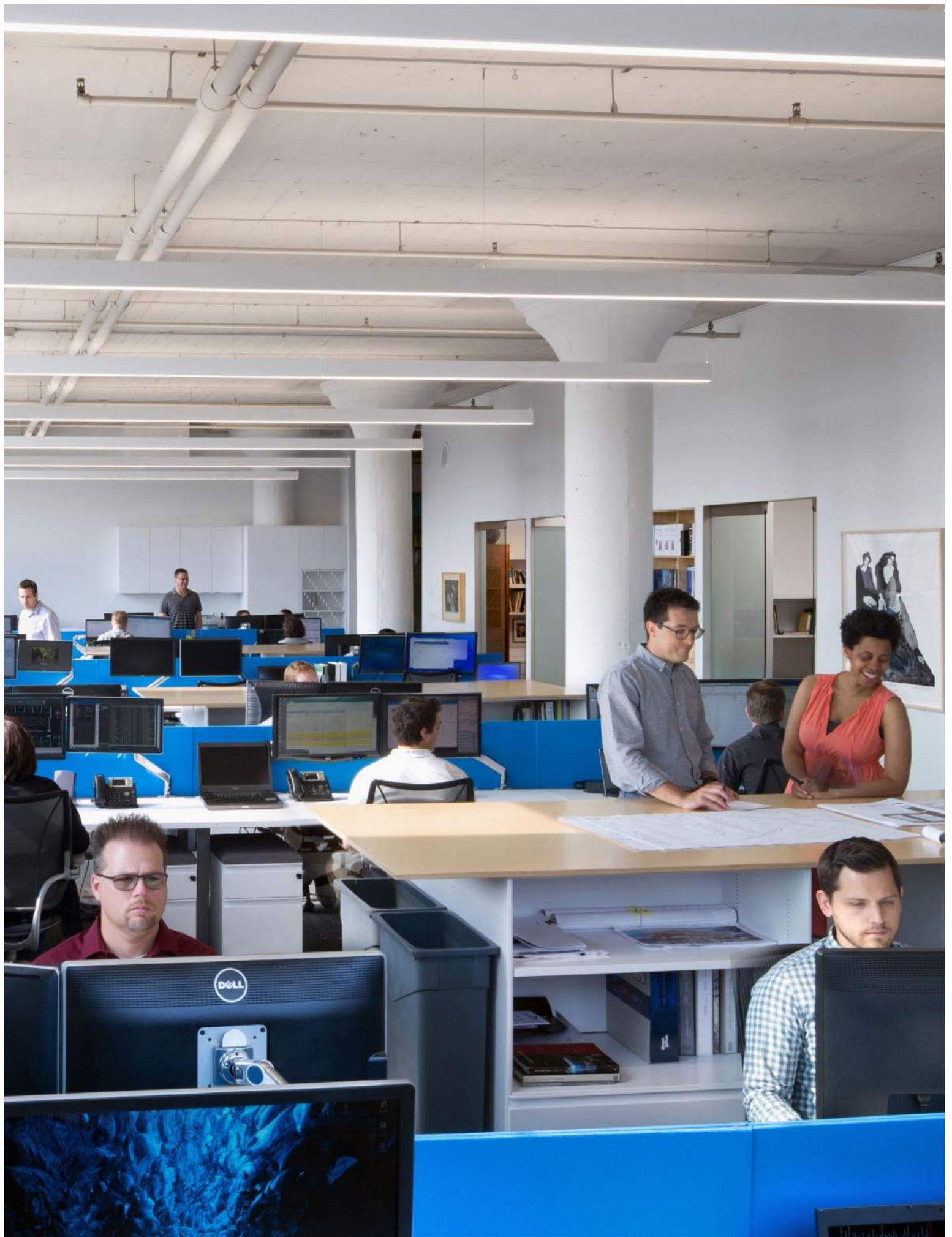
Criteria Architect / Engineer Services as Owner's Representative

August 2, 2023

CONTACT

Paul Deutsch RA, LEED AP
Principal

P 216 767 2016
E pauld@bialosky.com



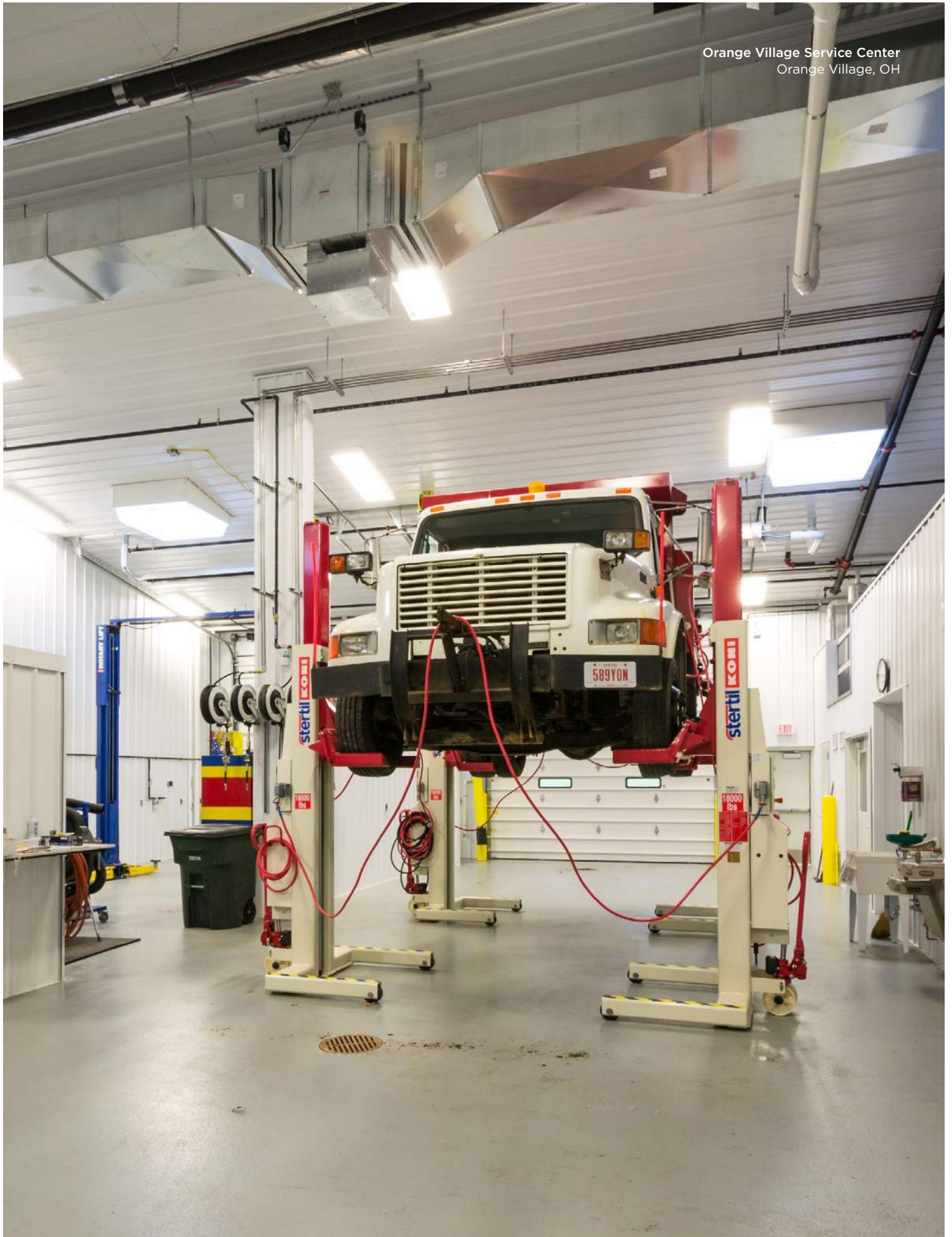


STATEMENT OF QUALIFICATIONS
Table of Contents

“Bialosky’s project management skills were superior, focusing simultaneously on small details and large issues. In addition, they worked well with the Architectural Board of Review, the City Planning Commission, and the Board of Zoning Appeals.”

Joyce G. Braverman
Planning Director
City of Shaker Heights

- 1 Letter of Transmittal
- 2 Organization Profile
 - Lead Firm Profile
 - Consultant Profiles
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- 3 Personnel Qualifications
 - Organizational Chart
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- 4 Previous Experience
 - Similar Projects
 - Criteria A/E Experience
 - Design-Build Experience
 - Service Garage Experience
 - Public Project Experience
 - Sustainable Design
 - Letters of Reference
- 5 Estimating & Schedule Track Record
- 6 Proposal Letter
- 7 Standard Terms and Conditions





6555 Carnegie Ave.
Cleveland, OH 44103

P 216 752 8750

August 02, 2023

Diana Augustine
Mayor's Executive Assistant
City of Macedonia
9691 Valley View Rd
Macedonia, Ohio 44056

RE: Response to RFP for Criteria Architect/Engineer as Owner's Representative Services

SUBJ: City of Macedonia - Service Garage and Salt Dome Project

Dear Ms. Augustine,

We were pleased to receive your RFP for the City of Macedonia's Service Garage and Salt Dome Project. We are excited about this opportunity to reengage the city, build on past momentum, and apply Bialosky's 2021-2022 experience with you to support your project goals in this new context. I visited the building last Tuesday and believe it is well suited to meet your needs as we understand them from our previous iteration of the project.

Thank you for the opportunity to submit this professional services proposal for Bialosky to become your Criteria Architect/Engineer and Owner's Representative for the service garage and salt dome project located at 9150 Valley View Road. We understand that you require these preliminary project phase services to develop a conceptual design and budget to be used to solicit public bids for this project's design/build team.

Bialosky's approach to Macedonia's Owner's Representation will provide guidance and robust project leadership throughout the design/build process from conceptual design through construction and project closeout. We understand the time sensitive nature of the design/build process and will provide proactive management of the design/build team and the City's project consultants.

Thank you for your consideration in reviewing our fee proposal following this letter. Please feel free to contact me with any questions or clarifications you may need to help with your evaluation of our submission. We look forward to reengaging with The City of Macedonia on this important project.

Respectfully Submitted,

Paul Deutsch
AIA, LEED AP
Principal, COO
(216) 536.4970
pauld@bialosky.com



SECTION 2 Lead Firm Profile

LEGAL FORM OF FIRM

LLC

HOME OFFICE

6555 Carnegie Ave.
Cleveland, OH 44103

FIRM HISTORY & SERVICES

Bialosky is a multidisciplinary design firm comprised of architects, engineers, interior designers, graphic designers, planners, and strategists. Our practice thrives on imagination, curiosity, and hard work.

Recognized for design excellence, practice innovation, and inspiring firm culture, Bialosky has established itself as a firm that creates meaningful solutions that are innovative, responsive, enduring and beautiful. For over six decades, our practice has earned distinguished design awards in the realms of architecture, interior design, and environmental graphics. We continue to be named a Northcoast 99 Company, Weatherhead 100 Company, and a Top Workplace, being one of the few Midwest design firms to consistently earn these accolades. As an AIA Ohio Gold Medal Firm, Bialosky upholds a high standard of design, a collaborative nature, and a cumulative influence on the profession of architecture.

Bialosky is a recognized community leader, mobilizing resources and people to uplift and enliven communities of different faiths, economic means, and health disparity. As a national standard, the 1+ Project of Public Architecture challenges architecture and design firms to make a pledge of 1% or more of annual billable hours to pro bono service. Bialosky gives 3%, equivalent to nearly two full-time employees.



DESIGN

- Architecture
- Interior Design
- MEP Engineering
- Lighting Design
- Graphic Design
- Environmental Design

PLANNING

- Facility Planning
- Campus Planning
- Institutional Planning
- Urban Design
- Mixed Use Development
- Placemaking

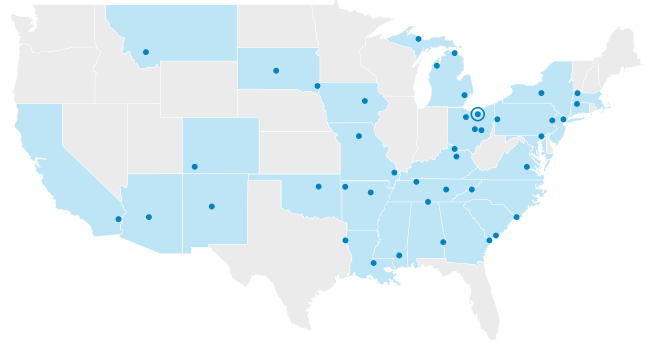
CONSULTING

- Community Engagement
- Branding
- Workplace Strategy
- Change Management
- Feasibility Studies
- Strategic Facility Planning

YEAR ESTABLISHED

1951

GEOGRAPHY OF PROJECTS



LEED ACCREDITED EMPLOYEES



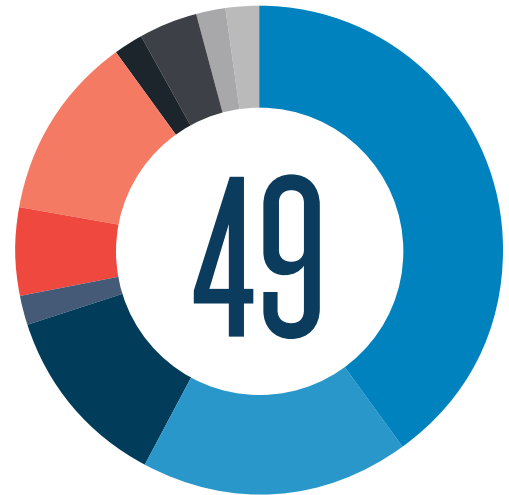
FITWELL PROFESSIONALS



AWARDS FOR PRACTICE



STAFF BREAKDOWN



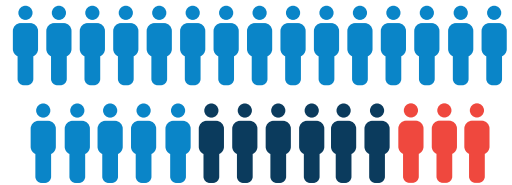
- 30 Architecture & Planning
- 7 Interior Design
- 8 Engineering
- 1 Graphic Design
- 3 Administrative

OUR SERVICES

ARCHITECTURE
PLANNING
INTERIOR DESIGN
ENGINEERING
GRAPHIC DESIGN

REGISTERED PROFESSIONALS

20 Registered Architects
6 NCIDQ Registered
3 Professional Engineers



OUR VALUES





HOME OFFICE

4110 Mayfield Rd.
South Euclid, OH 44121

SECTION 2

Consultant Profile: Structural Engineer

FIRM HISTORY & SERVICES

I.A. Lewin, P.E. and Associates was established to provide structural engineering services to a variety of clients and industries locally and nationally. We provide engineering services for Owners, Developers, Architects and Contractors.

Our projects include new construction, additions, structural repairs and modifications, structural surveys, and construction consulting on a variety of projects. We provide structural engineering services for commercial buildings such as hotels, shopping centers and office buildings; industrial facilities such as steel, sand, glass, recycling and plastics; and institutional buildings such as churches, schools, municipal buildings and libraries. In 2015 we were pleased to increase our services offered to include Site/Civil Engineering. Since that time, new projects have included site grading, parking lot design, drainage design, retaining wall design and analysis, and other general civil services. Our office makes it a point to respond quickly to field issues so that we do not keep an entire construction crew waiting for a response. Total project costs for the projects we have designed range from \$10,000 to \$20,000,000.

The firm has been established since 1986. Our current staff includes six (6) professional engineers, two (2) EIT's, four (4) designers/draftsman and three (3) administrative assistants. We utilize personal computers for word processing; computer aided drafting using AutoCAD and Revit, spreadsheet analysis and structural analysis. We are internally networked and have high-speed DSL lines for Internet access. We remain current with construction costs by feedback from contractors and estimating manuals. We are conveniently located on the east side of Cleveland, close to major highways and airports.

SELECT RELEVANT EXPERIENCE

Pepper Pike Service Center*

Pepper Pike, OH

ODNR Maintenance Office and Watercraft Building

Sandusky, OH

Classic Auto Dealerships

Multiple Locations

Sylvester Tire and Truck Center

Avon, OH

Williams Trucking

Solon, OH

Jaguar, Land Rover, Volvo Car Dealership

Parma, OH

** Featured Projects*



HOME OFFICE

1284 Riverbed Street
Cleveland, OH 44113

SECTION 2

Proposed Team: Cost Estimating

FIRM HISTORY & SERVICES

For over 78 years, John G. Johnson Construction (JGJ) Company has created inspiring projects built with exceptional service. We are a reputable commercial builder with decades of experience in new construction and renovations, with expertise in construction management, design-build, and general contracting.

OWNER ADVOCATE

JGJ facilitates the construction of your vision. We speak the same language as the architect, subcontractors, and inspectors. Working on your behalf, we identify and address potential construction problems suggesting cost and time-saving alternatives. Your priorities and intentions are at the forefront of our construction solutions. We leverage our engineering, scheduling, budgeting, and construction expertise to ensure your project is a success from the design phase to the final punch list.

HEAD-ON APPROACH TO CHALLENGES

We believe in dealing with challenges directly. Our forward-thinking project management team resolves potential problems and maintains project momentum. Communication, collaboration, and proactive management are staples of our business practice.

TRANSPARENCY

We believe trust is at the core of our business relationship. We provide you with full, transparent disclosure of costs, developed in a transparent manner, with no hidden amounts, embedded fees, or inflated line items. Our pre-construction team develops the bid packages, reviews the scope of work, levels received bids, and negotiates subcontracts for you under an open-book format.

SELECT RELEVANT EXPERIENCE

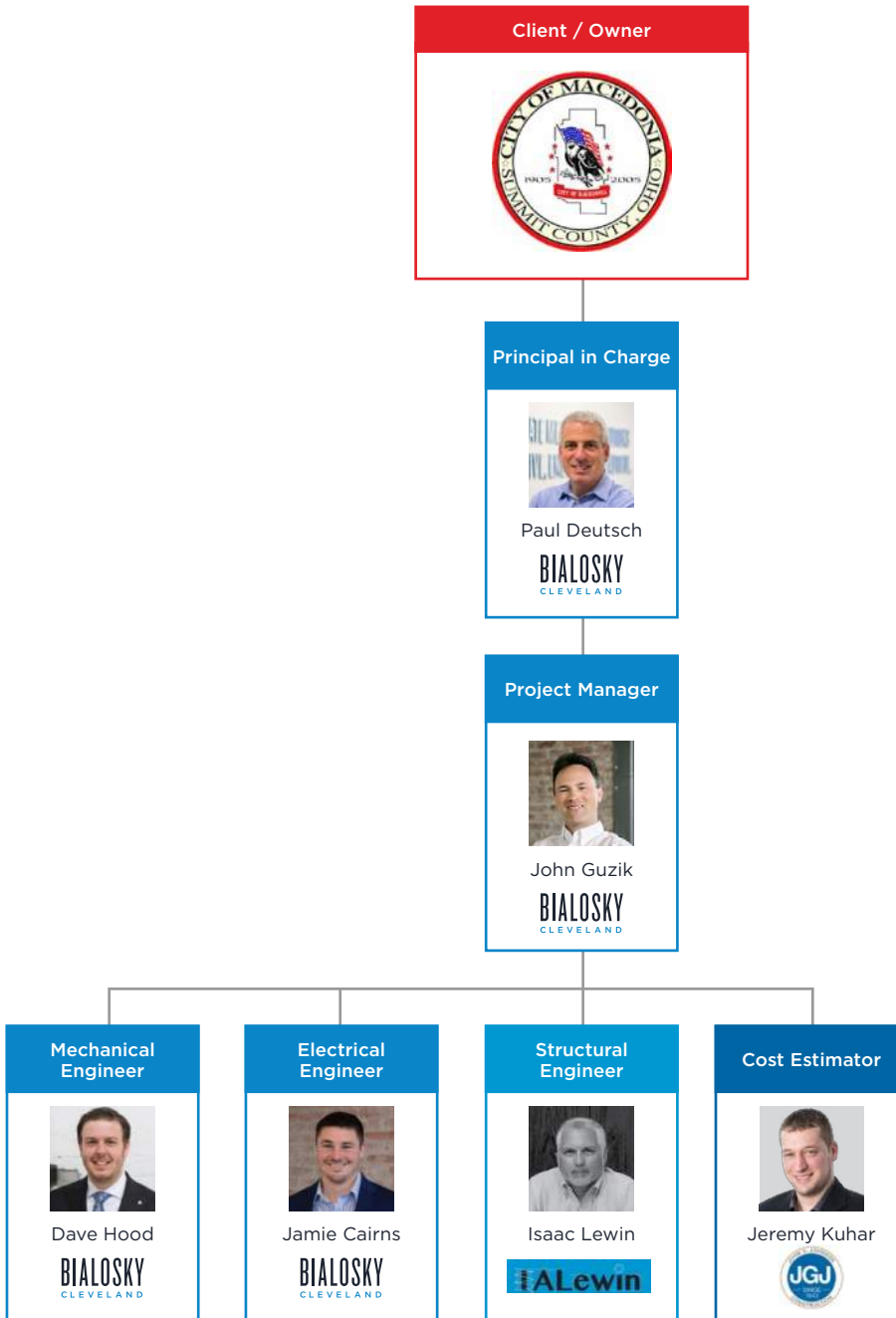
City of Cleveland
Ozell A. Dobbins, Sr. East-Side Maintenance Facility
Cleveland, OH

Painesville Township
Fire Station, Service Center, & Salt Dome
Painesville Township, OH



SECTION 3

Organizational Chart





SECTION 3

Key Personnel

We were immediately impressed with how their team communicates with clarity and listens with respect. Every step of the way, we were included in the process not just as clients, but as collaborators whose needs were thoroughly understood and realized.

Douglas A. Yoh
CEO Emeritus
Marshberry Corporation

- 1 **Paul Deutsch** RA, LEED AP
Principal in Charge
Bialosky Cleveland
- 2 **John Guzik** RA, LEED AP BD+C
Project Manager
Bialosky Cleveland
- 3 **Dave Hood** PE
Mechanical Engineering Lead
Bialosky Cleveland
- 4 **Jamie Cairns**
Electrical Engineering Lead
Bialosky Cleveland
- 5 **Isaac A. Lewin** PE
Structural Engineering Lead
IA Lewin & Associates
- 6 **Jeremy Kuhar**
Cost Estimating Lead
JGJ Construction



Paul Deutsch RA, LEED AP
Principal | Principal in Charge

BIALOSKY
CLEVELAND

Education

Bachelor of Environmental Design
Miami University

Registration

Registered Architect - OH

Affiliations

American Institute of Architects

Civic Leadership

Midtown Cleveland
Chairperson, 2021
Board of Trustees
2016-Present

ALS Association
Northern Ohio Chapter
Past Chairman, Board of Directors

Leadership Cleveland
Class of 2014

Little Italy Redevelopment
Corporation Design Review
Commission Member
2020-Present

South Russell
Architectural Board of Review
Past Board Chairman

Educated at Miami University, Paul Deutsch joined Bialosky in 1994, bringing significant and diverse experience in corporate, governmental and not for profit, mixed-use commercial developments, multi-family housing, hospitality, and industrial projects.

Paul has over 30 years of experience leading design teams in the creation of places where people gather to work, shop, be entertained, dine and engage in enriching creative, family and social activities. During his career, he has been responsible for projects with a cumulative cost over \$1 billion.

Selected from a highly competitive pool of established leaders in the community, Paul was selected for the 2014 class of Leadership Cleveland. He has served his community as Vice Chairman of the Board of Midtown Cleveland, Board Chairman of the South Russell Architectural Review Board, and Board Chairman of the Northern Ohio Chapter of the ALS Association.

Select Relevant Experience

Pepper Pike Service Center *	Pepper Pike, OH
Orange Village Service Center *	Orange Village, OH
Pepper Pike Police Station	Pepper Pike, OH
Rudd Equipment	Twinsburg, OH
Cleveland Jet Center	Cleveland, OH
Merit Brass	Richmond Heights, OH
Olympic Steel	Bedford Heights, OH
Raycom Media	Multiple Locations
Crocker Park Phases I-III	Westlake, OH
Master Planning (All Phases)	
Market Square	
Multifamily Residential	
Medical Mutual of Ohio	Northeast OH
Strategic Vision 2020	
Brooklyn Office	
Progressive Insurance	
Progressive Campuses I-II	Mayfield Heights, OH
Progressive Alpha	Mayfield Heights, OH
Progressive Arizona	Phoenix, AZ
Nationwide Offices	Locations Nationwide
GCRTA Headquarters (Root McBride Building)	Cleveland, OH
United Way Headquarters	Cleveland, OH
Cleveland Department of Water	Cleveland, OH

* Featured Projects



John Guzik RA, LEED AP BD+C
 Senior Associate | Senior Project Manager, CA Lead

BIALOSKY
 CLEVELAND

Education

Bachelor of Architecture
 Kent State University

Registration

Registered Architect - OH

Accreditation

LEED Accredited Professional,
 Building Design and Construction
 (LEED AP BD+C)
 USGBC

Bialosky Initiative(s)

Director of Sustainability
 One Tree Planted Fundraiser

Affiliations

Cuyahoga River Restoration
 Chairman

National Trust for Historic
 Preservation Member

Community Involvement

Canalway Partners
 RiverSweep Team
 Olmsted CERT
 Executive Team Member
 MidTown Cleveland
 Annual Neighborhood Clean Up

John Guzik brings over 25 years of experience designing and managing projects for higher education, state, and nonprofit clients has resulted in award winning projects across the United States. His specialty is complex, multi-phased renovations for universities and government agencies. John led the herculean renovation of the Geoscience and Physics Center at The University of Akron, where the four-story aged mid-century building was elevated as a modern facility for learning and research. He’s earned a reputation as a Project Manager and Construction Administrator that leads and executes projects with a distinct trademark of being highly organized, detail-oriented, and cool under fire. Andrew Hostetler, Director of Architecture and Design at University of Akron noted, “[John’s] steady leadership and ability to proactively navigate the project challenges with the Construction Manager at Risk, while remaining steadfast to [the university’s] needs were superb.”

In his core, John believes and models a deep appreciation for, and understanding of, the principles of sustainable design. At Bialosky, he holds the title of Director of Sustainability where he promotes, advises, and educates staff and project teams on best practices in achieving well-considered, sustainable architecture.

Select Relevant Experience

Lorain County	Lorain County General Health District Building	Elyria, OH
Lorain Port Authority	Black River Landing Stage	Lorain, OH
University of Akron	Geoscience and Physics Center	Akron, OH
Cleveland Metroparks	Edgewater Beach House	Cleveland, OH
	Rainforest Zoo Facility Assessments	Cleveland, OH
	System Wide Inventory	Northeast OH
Lake Metroparks	Kevin P. Clinton Wildlife Center +	Kirtland, OH
Franklin County Metroparks	Honda Wetland Education Center +	Columbus, OH

+ Project completed prior to joining Bialosky



David Hood PE
 Associate Principal | Mechanical Engineer

BIALOSKY
 CLEVELAND

Education

Bachelor of Science in Mechanical Engineering
 Syracuse University

Registration

Professional Engineer - OH

Civic Involvement

Engineering Tutor Program
 Syracuse University

Public Presentations

Fundamental HVAC for Architects
 AIA Cleveland
 November 2018

David’s technical knowledge and experience as a project manager are a beneficial asset in a multitude of project types.

Jonathan Golli, AIA
 Senior Architect, AE7

Dave Hood is a licensed mechanical engineer at Bialosky Cleveland with 12 year of experience. He has a wealth of expertise working with institutional clients especially those with complex challenges. Dave brings an innate ability to work through any issues with his thoughtful eye and consultative approach.

Dave is a firm believer in one-size does not fit all and works tirelessly to provide the right solution for each and every situation and client. Nowhere is this expertise more important than with Historic buildings. We think you’ll find that Dave has a true passion for these buildings and loves the challenges they present.

In addition to his strong technical and systems background, Dave has experience in assisting with RFQ packages for institutional clients such as the City of Mayfield and The City of Strongsville where he worked with clients to ensure all required materials were provided.

Select Relevant Experience

Pepper Pike Service Center *	Pepper Pike, OH
Highland Park Mausoleum Restoration	Highland Hills, OH
Strongsville Fire Station No. 1	Strongsville, OH
Beck Center for the Arts	Lakewood, OH
Lorain Public Library Avon Branch	Avon, OH
Lorain County Public Health	Elyria, OH
Medical Mutual Brooklyn Operations Offices	Brooklyn, OH
Shaker Heights Public Library Main Branch Bertram Woods Branch	Shaker Heights, OH
Cleveland Public Library Facilities Master Plan	Cleveland, OH
Cleveland State University College of Engineering	Cleveland, OH
Science Lab Renovations, B Building +	Kirtland, OH
Millis Hall & Bingham Hall Renovation +	Cleveland, OH
Perkin Elmer Laboratories +	Robison, OH

* Featured Projects
 + Projects completed prior to joining Bialosky



Jamie Cairns
Senior Associate | Electrical Engineer

BIALOSKY
CLEVELAND

Education

Bachelor of Science
Electrical Engineering
Cleveland State University

Associates Degree
Electrical Engineering
Lakeland Community College

Affiliations

Illuminating Engineering Society

Jamie is a meticulous and reliable professional. He is thoughtful and cares deeply about the integrity of his projects.

Kristin Hawkins, AIA

Associate Principal, Pelli Clarke Pelli

Jamie Cairns is an experienced electrical engineer who cares deeply about the integrity of his projects. Jamie Cairns served as the Lead Electrical Project Designer for the Center for Innovation in Medical Professions at Cleveland State University. Working alongside the owner, Architects, and Civil Engineers, Jamie coordinated complex, underground Electrical and Technology services for this building, helping to integrate seamlessly into the rest of the campus.

He was also heavily involved in the construction administration of Electrical, Technology, A/V, and Security systems, ensuring a smooth transition from the design phase through construction. The project received a 2016 Award of Excellence from the Cleveland Engineering Society.

Select Relevant Experience

Pepper Pike Service Center *	Pepper Pike, OH
Janor Pot	Mogadore, OH
DHL Express, Inc.	Middleburg Heights, OH
Cleveland Public Library	
Master Plan	Cleveland, OH
Walz Branch	Cleveland, OH
Shaker Heights Public Library	
Main Library	Shaker Heights, OH
Bertram Woods Branch	Shaker Heights, OH
Beaumont School Master Plan	Cleveland Heights, OH
Beck Center for the Arts Renovation Phase I	Lakewood, OH
Lorain County Community College	
Spitzer Briefing Suite	Elyria, OH
Stocker Writing Center	Elyria, OH
Cleveland State University	
Washkewicz College of Engineering Phases II-IV	Cleveland, OH
Center for Innovation in Medical Professions +	Cleveland, OH
Lorain County Public Health	Elyria, OH
Medical Mutual Brooklyn Operations Offices	Brooklyn, OH

* Featured Projects
+ Projects completed prior to joining Bialosky

ISAAC A LEWIN, PE



**Business Address
& Telephone Number**

4110 Mayfield Road, Suite B
South Euclid, Ohio 44121
(216) 291-3131

**E-Mail
Web Site**

ilewin@lewinandassociates.com
www.lewinandassociates.com

Education

1976-80

Cleveland State University, Cleveland, Ohio
Master of Science in Civil Engineering

1972-74

State University of New York at Buffalo
Bachelor of Science in Civil Engineering

Registration

New York State, Ohio, Wisconsin, Pennsylvania,
Georgia, Indiana, West Virginia, Michigan, Illinois (SE),
Massachusetts, Minnesota, Maryland, Virginia, Texas, Florida,
Kentucky, Tennessee, New Jersey, Colorado, Iowa, South Carolina,
Arizona, Nevada, and Connecticut.

Employment Experience

06/86 – Present

Principal

I.A. Lewin, P.E. & Associates
Provide structural engineering design of new
structures, analysis of existing structures, inspections
of new and existing buildings, construction
document preparation and structural failure
investigations.

02/85 – 06/86

Project Manager

Middough Associates Incorporated
Cleveland, Ohio

10/80 – 02/85

Senior Structural Engineer

Middough Associates Incorporated
Cleveland, Ohio

09/75 – 10/80

Structural Engineer and Estimator

The Austin Company, Design-
Build Cleveland, Ohio

06/74 – 09/75

Structural Designer

W.R. Trautman and Associates
Buffalo, New York



JEREMY KUHAR

PRECONSTRUCTION MANAGER/ESTIMATOR

Jeremy's construction field experience is an invaluable asset to the projects he works on and the teams he works with. He consistently provides complete and accurate estimates based on his two decades of construction work. Jeremy is experienced in labor and material take-offs, preparing general condition estimates, collaborating with subcontractors, and suppliers. He is a valued member of the preconstruction team, paving the way for successful projects.

INDUSTRY EXPERIENCE

20 Years

YEARS WITH JGJ

20 Years

CERTIFICATIONS/ TRAINING

Forklift/Telehandler Certified
Scaffolding Safety Training
CPR/First Aid
ICRA - 8 Hour Awareness Certification
300 Hitters Program - Carpenters
International Training Fund

ORGANIZATIONS

Carpenter Local 435 - Financial
Secretary 04' - 21'

SELECT PROJECT EXPERIENCE

**City of Cleveland Ozell A. Dobbins, Sr.
East-Side Maintenance Facility**
City of Cleveland

Project Details:

Completion: 2017
Type: New Construction
Sector: Municipal
Size: 30,000 SF
Cost: \$5,700,000
Delivery: Design-Bid-Build

**Painesville Township Fire Station, Service
Center, And Salt Dome**
Painesville Township

Project Details:

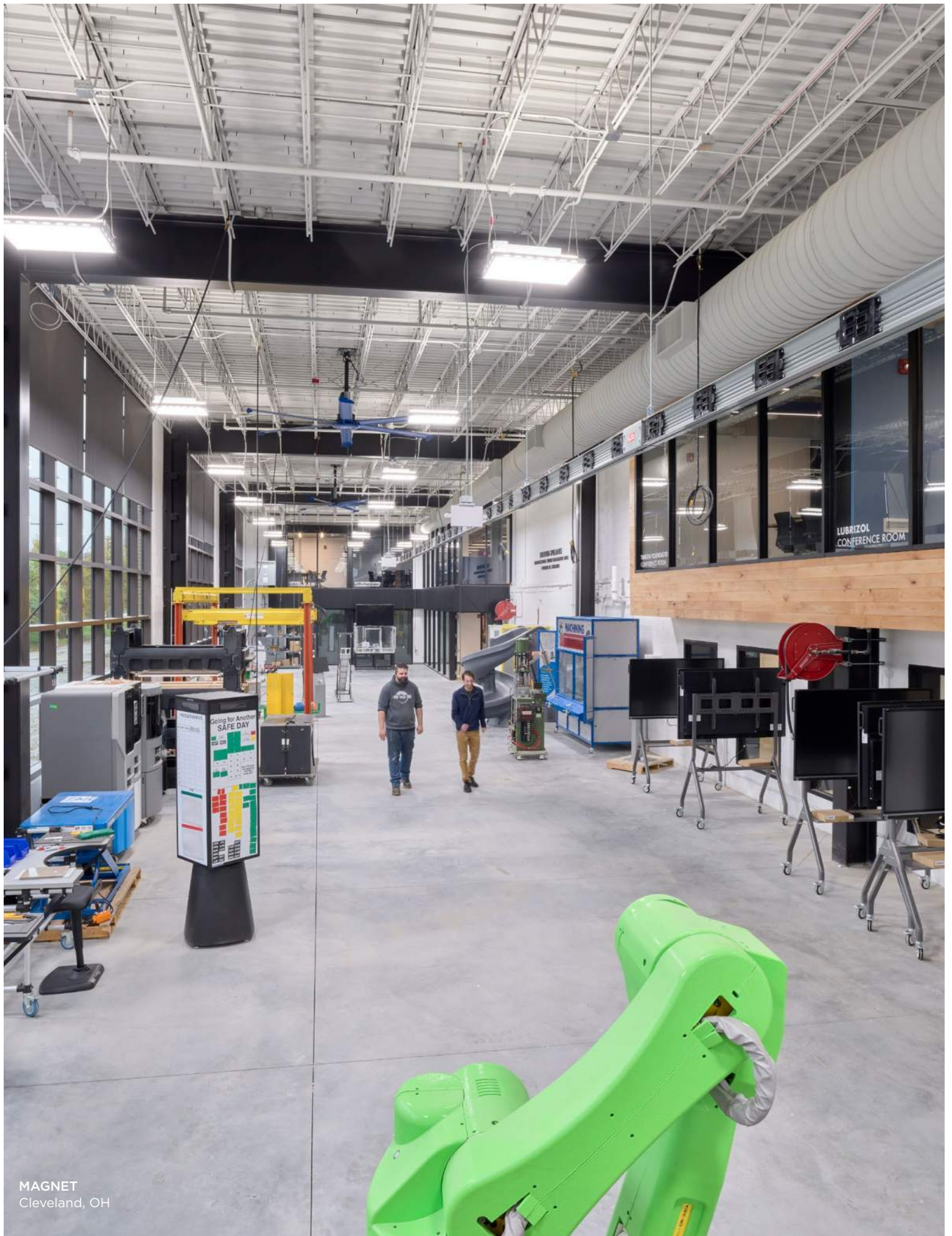
Completion: 2008
Type: New Construction
Sector: Municipal
Size: 40,600 SF
Cost: \$5,600,000
Delivery: Design-Bid-Build

**Village of Pepper Pike Maintenance
Addition**

Village of Pepper Pike

Project Details:

Completion: 2020
Type: SD/DD Budgeting
Size: 10,000 SF
Cost: \$2,000,000
Delivery: Professional Services



MAGNET
Cleveland, OH



SECTION 4

Previous Experience

Bialosky has successfully created the physical manifestation of Progressive’s core values of openness, honesty, integrity and teamwork.

Peter B. Lewis

Past CEO, Chairman
Progressive Insurance

- 1 **Orange Village Service Center**
Orange Village, OH
- 2 **Pepper Pike Service Center**
Pepper Pike, OH
- 3 **Cuyahoga County Maintenance Facility**
Newburgh Heights, OH
- 4 **MAGNET Headquarters and Workforce Facility**
Cleveland, OH
- 5 **DSNY Staten Island Garage**
Staten Island, NY



BIALOSKY

CLEVELAND

Location

Orange Village, OH

Firm Responsibility

Planning

Architecture

Project Application

Municipal

Service Department

Salt Building

Project Size

12,800 SF Facility

3,200 SF Salt Building

Client Contact

Bob Zugan

Service Director,

Orange Village

p. 440 498 4403

Orange Village Service Center

Orange Village's new 12,800 sf facility and 3,200 sf salt building support the village's service department, and provide a maintenance faculty for the service, fire and police vehicles. Bialosky Cleveland was the selected architect, noting our creative, sustainable approach that was sensitive to the existing Village Hall. Through creative problem-solving, Bialosky revealed an opportunity to cut the proposed building footprint by 17% while enhancing the program and reducing the construction budget.

A second significant proposal was the designation of the program as three unique heating/cooling comfort zones. This concept permits the design of systems specifically for the function of the space being conditioned, thus saving significant energy throughout the life of the facility. The sustainable approach of using less building materials in a more efficient manner led to a high performance building design that costs less to build and less to operate long term.

Bialosky Cleveland also proposed a departure from the master site plan that had been previously developed. The revised plan used the concept of positioning buildings to create a civic place for people rather than simple fitting the program on the site. The resultant civic space enhances the existing Village Hall and provides a welcoming place for the members of the community to gather. The plan also delineates opportunities for future expansion of Village Hall.

Project Relevance

Service Garage

Public Project

Similar Project Type



BIALOSKY

CLEVELAND

Location

Pepper Pike, OH

Firm Responsibility

Architecture

MEP Engineering

Project Application

Municipal

Offices

Service Department

Project Size

2,300 SF

Contact

Jim Advent

Service Director

Pepper Pike

P. 216 896 6149

Pepper Pike Service Center

The City of Pepper Pike takes great pride in providing exemplary service to its residents, but its service department was hampered by undersized and outdated facilities which had been subject to numerous previous renovations and additions that no longer met their needs. Bialosky Cleveland was engaged to assist the city to reorganize, enlarge, and modernize its service building while maintaining continuous operation of its vital functions.

Selective renovation of the existing structure and the addition of new spaces improved traffic flows, modernized staff support facilities, and strengthened connections between previously disjointed departments. Thoughtful design allowed for the construction of new breakroom, kitchen, restrooms, locker rooms, and offices for department employees while a generous addition to the main garage provided much needed additional storage for the department's vehicles. Utility and safety features were upgraded to accommodate current and future needs while respecting the project's modest budget. Additionally, the renovation included modernization of mechanical and technology systems to improve department efficiency and prepare them for challenges ahead.

Project Relevance

Service Garage

Public Project

Similar Project Type



BIALOSKY

CLEVELAND

Location

Cleveland, OH

Firm Responsibility

Architecture
Interior Design

Project Application

Municipal
Offices
Service Department

Project Size

192,000 SF

Contact

Matthew Rymer
Deputy Director Public Works
Cuyahoga County
p. 216 348 3862

Cuyahoga County Maintenance Facility

Cuyahoga County looked to consolidate five of their service departments located at their County's existing Sanitary Engineering building, the road-and-bridge garage, and the fleet services garage into one maintenance facility at the existing RTA Harvard Avenue facility located in Newburgh Heights, Ohio.

Primary to the project's success, and its greatest challenge, was the development an integrated planning approach that challenged their desire for departmental autonomy towards the paradigm of a singular work environment that shared not only space but resources. The resulting design consolidated all five departments into three primary program categories; shared office/administration, service employee locker and breakout space and the vehicle maintenance garage and storage. Sustainable design, safety, and employee support ideologies were infused into the program, design and functionality. The design-build approach delivered the project on budget, while meeting its accelerated construction schedule.

Project Relevance

Design-Build
Service Garage
Public Project
Similar Project Type



BIALOSKY CLEVELAND

Location

Cleveland, OH

Firm Responsibility

Architecture

Interior Design

MEP Engineering

Size

54,000 SF

Delivery Method

Single Prime w/CMA

Cost

\$12.5 Million

Status

Complete

Contact

Ethan Karp

President & CEO

ekarp@manufacturingsuccess.org

p. 216-391-7002

Project Relevance

Industrial Project

Sustainable Design

Similar Project Type

MAGNET Headquarters

Bialosky, in partnership with The Manufacturing Advocacy and Growth Network, or MAGNET, is working to reimagine an empty Cleveland school building into a modern manufacturing showplace, melding a nonprofit headquarters with a state of the art prototyping lab and hands-on learning experience. MAGNET has purchased the former Margaret Ireland school in Cleveland's Midtown neighborhood, joining an emerging innovation district between downtown Cleveland and University Circle.

With a two-story, glass-framed manufacturing floor and a 6,900-square-foot classroom wing for CMSD students, the center will showcase technology, promote innovation, bring awareness of manufacturing to area residents, and engage new talent pools who will see their future in STEM-infused manufacturing. In addition to collaborative work environments and meeting spaces, the center will also feature a museum and display space highlighting modern manufacturing and allowing the community to engage with current technology, engineering and product design. MAGNET's innovative new headquarters is expected to open in 2022 and is helping to fulfill two of MAGNET's missions: making Northeast Ohio thrive through growing manufacturers and being a community connector, bringing vital hands-on learning opportunities to career-ready CMSD.

The removal of a structural floor plate created a grand, light-filled two-story gathering space which adjoins the cafe, collaboration rooms, and a large multipurpose room with an operable wall system allowing meetings to flow freely between the spaces.



LEED Silver Anticipated
USGBC



BIALOSKY

CLEVELAND

Firm Responsibility

Architect of Record

Project Type

Municipal

Service Department

Salt Building

Size

230,000 SF Building

2,000 ton Salt Building

Contact

Wasmiya (Mia) Tan ccm

Senior Project Manager

DSNY

p. 718 391 1494

Project Relevance

Service Garage

Public Project

Sustainable Design

Similar Project Type

DEPARTMENT OF SANITATION OF NEW YORK

DSNY Staten Island Garages 1 & 3

The objective of the DSNY project is to augment the current undersized Staten Island Garage by providing a new combined facility for Staten Island Districts 1 and 3 and providing renovated repair facilities for the Borough of Staten Island. The design strived for a functional and secure facility that blends attractively with the community, so as to put forth a positive, forward-looking image for DSNY and the City of New York.

The scope of work includes a new garage and repair shop, the renovation of and addition to the existing garage and boro repair shop to allow for additional district truck storage, and provide enhanced functionality of the shop and associated personnel spaces; a 2,000 ton capacity salt shed; four fuel islands with canopy and fuel monitoring booth; household waste drop-off; and modified site circulation to facilitate the use and operation of the program and required parking.

The DSNY facility is surrounded by Fresh Kills Park, planned to be a lush and vibrant natural resource in the center of Staten Island and soon to become the 2nd largest park in New York City. This incredible new landscape is the direct result of DSNY's efforts and the agency is a critical part of this story and history, and as such, this facility is designed to be a celebrated element within the overall experience of the park. The best way to achieve the objective of improve the DSNY's identity, both within this park setting as well as overall, is to celebrate the operations and resources of the agency and not try to hide by screening or housing them within a structure that does not accurately portray the tremendous efforts in a straightforward yet thoughtful and meaningful approach.



SECTION 4 Design Build Delivery Method



RainForest Dome Replacement
Cleveland Metroparks Zoo | Cleveland, OH



Colonial Marketplace
Cleveland, OH



Mueller Lofts
Cleveland, OH

Cleveland Masonic Auditorium

Cleveland, OH

Cleveland Metroparks Zoo RainForest Dome Replacement

Cleveland, OH

Colonial Marketplace

Cleveland, OH

Crocker Park

Public Parking Garages (7)

Westlake, OH

Cuyahoga County Maintenance Facility

Cleveland, OH

Glen & Colonial HUD Housing Renovation

Richmond, VA

Infinite Arthroscopy

Cleveland, OH

Kent State University White Hall Renovation

Kent, OH

Lorain Public Library Community Kitchen

Lorain, OH

McDonald's Regional Refresh

Multiple Locations

Mueller Lofts

Cleveland, OH

NEORSD GJM Administration Building

Cleveland, OH

One of a Kind Pet Rescue

Akron, OH

Progressive Insurance

Campus I and II Parking Garages

Mayfield Village, OH

Southpark HUD Housing Renovation

Columbus, OH



SECTION 4 Government & Industrial Projects



Cleveland Department of Water
Cleveland, OH



DSNY Staten Island Garage
Staten Island, NY



Orange Village Service Center
Orange Village, OH

Avon Service Center

Avon, OH
11,000 SF Service Garage
3,500 SF Offices

Blue Coral

Cleveland, OH
110,000 SF Renovation
60,000 SF Expansion For
Automobile-Care Products
Manufacturer

Bonne Bell

Westlake, OH
90,000 SF Manufacturing and
Distribution Center, R&D Laboratory

Cleveland Department of Water

Cleveland, OH
15,000 SF Engineering Service Office
4,000 SF Supervisory Control Center

Cleveland Jet Center

Cleveland, OH
6,000 SF Renovated Offices
27,000 SF New Hangar Building

Cuyahoga County Board of Developmental Disabilities

Various Locations
Parma Heights Adult Training Center
Beachwood Adult Training Center
East Cleveland Training Center

Cuyahoga County Maintenance Facility

Newburgh Heights, OH
192,000 SF Facility

Dillen Warehouse Buildings

Various Locations
1,000,000+ SF Manufacturing
and Warehouse Buildings

DSNY Staten Island Garage

Staten Island, NY
230,000 SF Facility

Honeywell Aeronautics

Beachwood, OH
25,200 SF Facility

MAGNET

Cleveland, OH
54,000 SF Adaptive Reuse for
Workforce and STEM Technology

Merit Brass

Richmond Heights, OH
25,000 SF Renovated Offices,
Expansion Of Loading Docks and
Production Facility For The Stainless
Steel Manufacturer

NASA Glenn Research Support Building

Cleveland, OH
28,000 SF New Build Research, Lab,
and Office Space with High Security

Olympic Steel

Bedford Heights, OH
3,500 SF Renovated Offices,
Warehouse Space

Olympus Medical Equipment

Beachwood, OH
10,000 SF Facility

Orange Village Service Center

Orange Village, OH
12,800 SF Facility
3,200 SF Salt Building

Parker Hannifin Catalogue Operations

Mentor, OH
5,000 SF Facility

Pepper Pike Service Center

Pepper Pike, OH
12,500 SF Facility

Raycom Media

Various Locations, 11 States
23 Television Transmitter Facilities

Taxi & Limo Commission

Woodside Facility

Woodside, NY
122,000 SF Facility



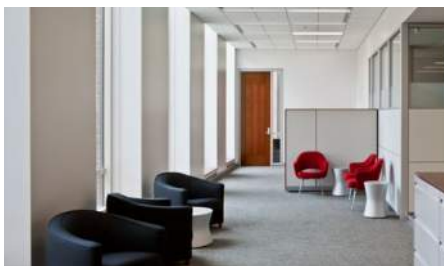
SECTION 4 Public Projects



Greater Cleveland RTA Headquarters
Cleveland, OH



NASA Glenn Research Support Building
Cleveland, OH



The Ohio State University | Mason Hall
Columbus, OH

City of Akron

Cascade Plaza

City of Avon

Service Center

City of Cleveland

Division of Water, Headquarters

Division of Water, Parma Facility

Thorton Park

Water Pollution Control Headquarters

City of Lyndhurst

Masterplan

Courtroom

City of New York

Taxi & Limo Commission Woodside

DSNY Staten Island Garage

City of Pepper Pike

Police Station

Service Center

City of Shaker Heights

Public Library

City of Wadsworth

City Hall

Cleveland Metroparks

Edgewater Beach House

Facilities Master Plan

Zoo Dome Replacement

Cleveland Public Library

Facilities Master Plan

Walz Branch

Cuyahoga Community College

District Administration Building

Hospitality Management Center

Metro Campus Center

East Campus Culinary Center

Food Pantries

Cuyahoga County

Children & Family Services

Board of Developmental Disabilities

Maintenance Facility

Neighborhood Service Center

Juvenile Center

Greater Cleveland RTA

Headquarters

West 117th Street Station

Brookpark Station

Kent State University

College of Business Administration

Master Plan & Conceptual Design

Schwebel Room

School of Visual Communication

White Hall Renovation

Lorain County

Lorain County Public Health

Lorain County Community College

Culinary Arts Center

TV Studio

Physical Science Tutoring Lab

President Office Suite

Writing Center

Medina County

Human Services Building

Courthouse Master Plan

Moreland Hills Village

Police Station

NASA

Glenn Research Support Building

Ohio School Facility Commission

Multiple District Facility Assessments

The Ohio State University

Mason Hall

Orange Village

Service Center

State University of New York, Broome

Culinary Center

United Way

Cleveland Headquarters

University of Akron

Institute For Global Business

Geosciences & Physics Center

University of South Carolina, Beaufort

Hospitality Management Center

Visiting Nurse Association

Cleveland Headquarters



SECTION 4 Sustainable Building Design



Architects as Stewards

As society’s builders, architects have long had an intimate relationship with the natural world... molding and modifying it as they became part of it. Every decision we make as designers has an impact on the world around us. We inherently and automatically become stewards of our surroundings. It is a responsibility that Bialosky does not (and cannot) take lightly.



Sustainable Principles

We draw from our extensive knowledge of green building design principles, strategies, technologies, and analytical tools to advocate for creative, practical, and appealing design solutions. Our methodologies combine qualitative and quantitative thinking: we deliver design solutions based on the cornerstones of sustainability, environmental integrity, economic viability and social well being We will take into account the nature of the site, the orientation of the building, the indoor environmental quality (for the users health and safety), energy efficiency, and the use of regional, recycled and recyclable materials.



Green-minded Practice and Staff

Striving for sustainability and environmental responsibility is not a line item and requires little additional energy in the process when done correctly. Environmentally responsible design is not a specialty - it is simply good design practice. Bialosky Cleveland has been a member of the United States Green Building Council for over 20 years.



Metro Campus Center
Tri-C, Cleveland, OH



NASA Glenn Research Center
Cleveland, OH



Anticipated



Bialosky Cleveland Office
Cleveland, OH



SUNY Broome Culinary School
Binghamton, NY



Anticipated



Centric
Cleveland, OH



The Van Aken District
Shaker Heights, OH



Anticipated



Fuchs Mizrahi Jewish Day School
Beachwood, OH



Ben & Jane Norton Culinary Arts LCCC, Elyria, OH



Registered



GCRTA Brookpark Station
Cleveland, OH



Edgewater Beach House
Edgewater Beach, Cleveland, OH



Registered



Mason Hall Renovation
OSU, Columbus, OH



Hospitality Management Facility
USCB, Hilton Head Island, SC



Washkewicz College of Engineering
CSU, Cleveland, OH



MAGNET
Cleveland, OH



CITY OF PEPPER PIKE

28000 SHAKER BOULEVARD • PEPPER PIKE, OHIO 44124 PHONE: (216) 896-6126
FAX: (216) 831-6525

Mayor
RICHARD M. BAIN

EMAIL: bain@pepperpike.org



www.pepperpike.org

May 1, 2023

To Whom It May Concern:

I am pleased to offer my endorsement of Bialosky Cleveland, an architectural and engineering firm who I have had the pleasure of working with on several important projects for the City of Pepper Pike. Their creative approach to arriving at beautiful, yet prudent, solutions to our evolving facility needs is matched by their technical and managerial ability to realize them. Bialosky has been a trusted partner of the City who we know we can rely upon as creative problem solvers who provide an exemplary high level of service.

Most recently, we engaged Bialosky to complete a major renovation and expansion of the City's Service Department building and a complete renovation of our Police Station. Such civic projects must be considered in terms of decades, not years, so the balance between quality and cost are essential to reconcile. Bialosky has done a remarkable job in achieving this balance for these projects.

In 2012, the city commissioned a master plan (not by Bialosky) that encompasses our entire municipal campus, which recommended replacement of these structures for an overall budget of \$12,000,000. That project never proceeded. Bialosky's pragmatic approach to assessing our current facilities (essentially the same as in 2012) and creative solutions to adapting them to our current and future needs instead led to our decision to retain, expand, and renovate these buildings. Bialosky designed both the Service Building and Police Department projects for a combined cost of \$3,200,000. Both of these facilities are projected to meet our needs for the foreseeable future and have been very well received by all who use them.

We sought out the Bialosky team for their reputation in the community for creating beautiful and practical solutions that serve the people for whom they were designed. We are thrilled to have these wonderful new facilities that will support our efforts to serve our valued citizens.

It is without reservation that I offer my recommendation of Bialosky Cleveland. Please feel free to contact me if you have any questions.

Sincerely yours,

A handwritten signature in blue ink that reads "Richard M. Bain".

Mayor Richard Bain
City of Pepper Pike



May 14, 2015

Dear Sir / Madam,

As a manufacturing and distribution company, it is not every day that we engage in a building project. Bialosky + Partners' deftly guided us through this process while creating our new warehouse space. They were a most fortunate discovery for us. We were immediately impressed with how their team communicated with clarity and listened to our wants and needs. Every step of the way, we were included in the process not just as clients, but as collaborators whose requirements were thoroughly understood and realized. As evidenced by the design solution, their team did an outstanding job of balancing aesthetics and budget. They truly were our "Guardians of Quality" for the design and construction our project, possessing exceptional design expertise, technical ability, and project management skills that ensured our extraordinary result.

I would recommend Bialosky + Partners for your next project, whatever it may be, without qualification. Furthermore, it would be my pleasure to speak with anyone in your organization who wants to know more about our project success with Bialosky + Partners.

Sincerely,

A handwritten signature in blue ink that reads "Marc Schlessinger".

Marc Schlessinger
President & CEO



P.O. Box 43127 • One Merit Drive • Cleveland, OH 44143

Phone: 216 261 9800 • Toll Free: 800 726 9800 • Fax: 800 726 9880 • www.meritbrass.com • www.mbwebXpress.com



ISO 9001
SAI Global
File No. 008375

SECTION 5

Estimating & Schedule Track Record



PRECONSTRUCTION APPROACH

During the preconstruction phase of the project, it is imperative that all team members work together to have timely submissions and achieve milestone dates. **JGJ and Bialosky Cleveland** have partnered on several projects in recent years. As a result, we have staff familiarity and a cadence established for how our respective companies operate and communicate. This results in a more collaborative and transparent exchange of ideas and solutions, which creates the most opportunities for realized value to your project.



Our team will work closely with your staff, stakeholders, and the entire design and engineering team to provide the following preconstruction services:

- Define project scope and phasing plans
- Develop execution plan
- Constructability reviews
- Project scheduling
- Value engineering
- Evaluations and Investigations (as specified by the client)
- Basis of design
- Procurement plan
- Equipment list
 - Options for alternative cost-saving equipment
 - Analysis of different equipment approaches
- Site plan and site evaluation
- Develop project-specific safety plan
- Special considerations for working in occupied buildings

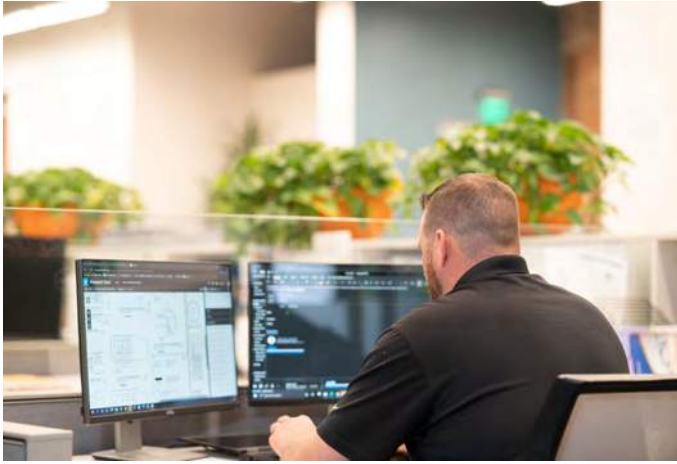


DESIGN AND CONSTRUCTION DOCUMENT REVIEW PROCESS

The Preconstruction Manager oversees successful implementation of the project during Preconstruction. Throughout the drawing development phases, JGJ will review the drawings for possible changes that occurred from the previous phase and compare them to our working budget. The Preconstruction Manager will review any constructability concerns they have with the Architect.



When it comes time to review estimates, budgets, or Guaranteed Maximum Price (GMP) proposals, JGJ believes in a collaborative approach that includes the project executives, project manager, superintendent, and preconstruction team to help ensure all phases of the project are being considered when establishing prices.



COST MANAGEMENT

JGJ understands accurate estimates are critical to the planning and decision-making process. Cost-control is a process which continues over the lifecycle of a project. At its core, effective cost management means having the systems in place to ensure your construction project will be completed on budget and within scope.

We have a strong track-record for developing estimates within the Owner’s budget, allowing the construction to proceed smoothly, on-time and on budget. Our in-house Preconstruction and Estimating Departments will provide the project team with timely and accurate estimates. We employ five full-time estimators, each possessing years of field experience.

We develop estimates at each stage of design including:

- Conceptual Design
- Schematic Design
- Design Development
- Construction Documents

In the Preconstruction Phase we utilize **PlanSwift™** software to develop quantity take-offs and proprietary **Microsoft Excel™** based spreadsheets to create estimates and track costs. Our ability to create informed estimates and track the progress of budgets at various stages of design, allows our clients to make important decisions concerning design, materials, and critical building systems.

Project	Estimated Cost	Actual Cost	\$ Difference	% Difference
City of Wooster – Safety Center (Design Build, GMP)	\$8,225,794	\$7,744,804	(\$480,990)	(5.9%)
Lorain’s Men’s Shelter (Design Build/Exterior reno)	\$1,540,239	\$1,349,496	(\$190,743)	(12.5%)
Judson Manor 9th/10th Floors – Design Build/ Occupied Building)	\$7,192,932	\$7,273,395	\$80,463	1.1%
North Coast Harbor Verandas (Design Build, Phased Work, Complex Logistics)	\$11,079,611	\$9,720,332	(\$1,359,279)	(12.27%)
Cleveland Institute of Music (GMP Process, Proximity to adj. buildings, Higher Education)	\$10,136,368	\$9,535,242	(\$601,126)	(6%)

Pepper Pike Service Center
Orange Village, OH





6555 Carnegie Ave.
Cleveland, OH 44103

P 216 752 8750

August 02, 2023

Mayor Nicholas Molnar
City of Macedonia
9691 Valley View Rd
Macedonia, Ohio 44056

RE: Letter of Agreement (LOA) for Criteria Architect/Engineer as Owner's
Representative Services

SUBJ: City of Macedonia – Service Garage and Salt Dome Project - 9150 Valley View
Road, Macedonia, Ohio

Dear Mayor Molnar,

We welcome the opportunity to submit this proposal to reengage with the City of Macedonia to help you realize this important project in its new context. Steve, Dave, and I enjoyed working with you and your team to establish your needs for your service department and would welcome the opportunity to do so once again. We listened and learned about your priorities in our initial engagement and look forward to the opportunity to apply them to the existing building and recently purchased site.

We are pleased to provide this Letter of Agreement for professional services for the Criteria Architect/Engineer as Owner's Representative services required for the renovation of an existing, approximately 80,000 square foot, industrial building to become the city's new service garage with a new 350-ton capacity salt dome. The project is located on a 5.4 acre site at 9150 Valley View Road in Macedonia, Ohio. We will provide services to develop a conceptual design and budget for the project to be used to solicit this project's design/build team who will complete the design and construct the project.

The Bialosky Team understands that the planning and conceptual design solutions developed by the criteria architect will serve as the foundation for this project and will require strong collaboration between the Owner and Criteria Architect. The primary goals of the planning and conceptual design are to help unlock the potential of this municipal facility and express the vision required for it to meet your current and future needs. The outcome of this exercise should be a comprehensive planning document that represents a clear articulation of the vision and goals of the project, a firm understanding of the opportunities and constraints, an inspiring vision of the potential facility, and a budget for its implementation.

I visited the building on Tuesday and enjoyed meeting Dan Wilson on the tour; this project is a key moment for your new Service Director to transform this facility to meet his vision for optimized, efficient management of this department. The tour left me with several considerations for this proposal. The building appears quite adaptable to your needs, but will likely need to be right-sized to balance the building programmatic area

with your site requirements. The building footprint is larger than your programmatic requirements and the surrounding land area seems undersized to meet your storage and vehicle maneuvering requirements.

This may lead to a solution in which demolishing the least efficient section of the building to expand the useable outdoor site area is prudent. Also, the building's proximity to the road and the road's rise and fall to the northeast could be a hazardous condition relative to the city's slow moving vehicles and equipment entering and exiting the site. Planning the site ingress-egress will need to account for this.

Bialosky Cleveland will provide a conceptual design, guidance, and project leadership throughout the design/build process from conceptual design through construction and project closeout. We will create a conceptual design document that represents a clear articulation of the vision and goals of the project, a firm understanding of its opportunities and constraints, an inspiring vision of the facility, and a budget for its implementation.

The Bialosky Team will create a conceptual design with technical criteria that will be developed into a bridging document to be used for publicly bidding the project with a design-build construction delivery method. We will work with the City to bid the project, review and advise the City during the design and construction documents phases, then serve in the role of the Owner's representative during the design and construction phase.

A more specific description of the services we will provide for this project is as follows:

Site Planning & Concept Design

The primary goals of the planning and conceptual design are to help unlock the potential of this building and site and express the vision for this facility. The outcome of this first phase will be a planning document that represents the following: a clear articulation of the vision and goals of the project; a firm understanding of the site opportunities and constraints; and an inspiring vision of the potential facility.

1. Research - Conduct research into the history of the site and building, record municipal zoning requirements, and search for similar case study projects for which to compare and contrast.
2. Programming - Meet with Mayor Molnar, Dan Wilson, and other city officials to confirm the needs of the project and review and record existing facilities.
3. Document - Create baseline background drawings of the building
4. Analyze - Before envisioning new opportunities for the building & site, analyze the physical attributes (especially those that can be integrated in the new design) and illustrate the potential tangible or non-tangible relationships to the surrounding context.
5. Envision - Draft a preliminary design concept
6. Validate - Test preliminary designs with the resulting program to validate which plan is the preferred way forward then select a singular, refined master plan.
7. Finalize - Develop the preliminary site and building design to create 1 rendered site plan and 1 perspective view that illustrate the design concept and finalize this first phase of the project.

Planning and Conceptual Design are the foundation of the entire project and will require strong collaboration between the Owner and Architect. Weekly in-person or virtual conferences are anticipated with The City of Macedonia. We have found this to be an appropriate pace for master planning that allows the owners to provide timely feedback and for the design to progress productively.

Building Conceptual Design

The conceptual design for the building will illustrate the aesthetics, scale, and relationships of the project’s components. This design will result in a baseline document for the design for major concepts and systems with collaboration between the Architect, Civil Engineer, Structural Engineer, Mechanical/Plumbing Engineer, and Electrical Engineer, and the Owner, and Owner’s consultants.

1. Continue development of conceptual site plan and create building floor plans and exterior elevation design.
2. The Architect shall make suggestions for the exterior and interior materials.
3. Provide one 3-dimensional perspective rendering of the building exterior.
4. Provide Mechanical and Electrical engineering design criteria.
5. Provide equipment list
6. Provide estimate of probable construction cost.
7. Provide preliminary critical path project schedule.
8. Provide a conceptual design set of documents (drawings and descriptive outline specifications) to describe the project’s scope for bidding.
9. Collaborate with City to create the written portion of the bid documents including specification ‘front-end’ and sample design-build contract. We assume the City’s Law Department will provide the initial standard draft of the written bid documents and form of contract to us in MS Word format for editing to make it specific to this project.
10. Facilitation of bid process including evaluation of bids and assistance with best value selection and negotiation of Guaranteed Maximum Price.
11. The Conceptual Design fee includes a total of 5 meetings with the Owner. Any additional meetings will be considered an additional service.

Design Development through Construction Administration

Beginning with the Design Development phase of the project, our role will become that of Owner’s Representative. The architectural and engineering services for these phases of the project will be provided by the successful Design-Build team and will encompass further definition and coordination and finalization of the architectural design and the structural, mechanical, electrical systems based on the Schematic Design we will create. We will monitor their activities during construction and advise you during the process to ensure that the facility is designed and constructed to the appropriate level of quality in accordance with recognized industry and sustainability standards.

Fees

We propose to provide the A/MEP and cost estimating services described above for fixed fees, by phase, as follows:

Bialosky Architecture and MEP Engineering Services

Conceptual Design & Bidding:	\$58,000
Design/CD Phase:	\$12,000
<u>Construction Phase:</u>	<u>\$15,000*</u>
Total	\$85,000

*Construction Phase fee is based on a 12-month maximum construction duration. All services provided after 12 months will be billed as an additional service on an hourly basis.

Cost Estimating

Conceptual Design Phase: **\$5,000**

These fees will be billed to the Owner monthly based on our progress on a phase-by-phase basis as indicated below. The fees do not include reimbursable expenses which will be billed in addition to the fees.

The above fees do not include the costs for the following:

- Reality capture and creation of a digital Building Information Model (BIM) required to create accurate baseline drawings for this and future phases of the project. The additional cost for this service, which will be provided by Reality Capture Services as a third party vendor, is **\$12,900**.
- Structural engineering services are not included as this may not be required during this phase of the project. Should conditions or the project direction be other than currently understood, we would solicit a proposal from I.A, Lewin & Associates to assist us on an as-needed basis. Should this become necessary, a budget of **\$2,500** would be reasonable to assume.

Hourly rates for additional services by Bialosky + Partners, Architects, LLC when authorized by you in advance are indicated as follows:

Architectural & Interior Design

Senior Principal	\$ 285.00/hour
Principal	\$ 205.00/hour
Associate Principal	\$ 165.00/hour
Senior Project Manager/Spec Writer	\$ 150.00/hour
Project Manager/Senior Designer	\$ 130.00/hour
Architect/ Designer	\$ 115.00/hour
Intern 3/Designer	\$ 105.00/hour
Intern 2	\$ 90.00/hour
Sr. Graphic Designer	\$ 95.00/hour
Intern 1/Graphic Designer	\$ 80.00/hour
College Intern/Co-op	\$ 75.00/hour
Administrative 2	\$ 125.00/hour
Administrative 1	\$ 80.00/hour

MEP Engineering

Sr. Engineer	\$ 185.00/hour
Sr. Engineering Designer	\$ 160.00/hour
Engineer	\$ 140.00/hour
Jr. Engineer	\$ 110.00/hour
Technician	\$ 85.00/hour
College Intern/Co-op	\$ 75.00/hour

The hourly billing rates presented in this letter are effective until August 30, 2024 and are subject to adjustment based on our increases in personnel and overhead costs.

Consultants

Services of the following consultants are included in this proposal:

- Structural Engineering (I.A, Lewin & Associates)
- MEP Engineering (Bialosky Cleveland)
- Cost Estimating (John G. Johnson)

Schedule

Following is the expected duration of each project phase and the total anticipated project duration:

Conceptual Design	8	Weeks
Bid Document Preparation	2	Weeks
Bid & Award	4	Weeks
Design	4	Weeks
Construction Documents	8	Weeks
Subcontractor Bidding & Permit	4	Weeks
Construction	40	Weeks
TOTAL	70	Weeks

We believe, based on the expectation that the project would commence on October 1, 2023, that the end of 2024 is an appropriate completion time assumption. We have based our proposal on this, accordingly.

Other Conditions

1. This proposal has been made without collusion with any person, firm, or corporation associated with officials or staff of the City of Macedonia.
2. Services of the following consultants are not currently included in the base contract. We assume that these will be Owner provided or we can arrange to add them to the design team as necessary.
 - Geo-Technical Engineering (Recommend this be accomplished during this phase)
 - Environmental Engineering (Building & Site are understood to be 'Clean' according to the Environmental Engineering report provided with the RFP.
 - Civil Engineering (By CVE under contract directly with the Owner)
 - Surveying (By CVE under contract directly with the Owner)
2. Building Envelope-Roof Consulting (We did not access the building roof during our site visit. However, given the age of the building and evidence of water on the floor inside the building in many areas, the roof will likely be required to be replaced in its entirety.)
 -
 - Traffic Consulting
 - LEED/Sustainability Consulting
 - Laboratory or site construction phase testing
 - Telecom system design
 - Audio/Visual Systems design
 - Security Consulting
3. This proposal assumes the existing building will be documented via digital reality capture technology through a 3rd party vendor. This has been found to be the most economical approach rather than a team of architects spending time on-site to document then create the computer model in-house. This will require some

cooperation from the City to clear the brush from around the building, make the lighting operational and open all overhead and man-doors.

4. The building floor slab thicknesses are unknown and will require some exploratory work to determine. We have not included any costs associated with performing this work.

Thank you for your consideration in reviewing this Letter of Agreement. If you have any suggestions for modifying it to better suit your needs, feel free to contact me at any time. Otherwise, please sign where indicated below and on the attached Terms & Conditions and return them to me for our records. We look forward to working together with you and your staff at The City of Macedonia on this important project.

Respectfully Submitted,



Paul S. Deutsch, AIA, LEED AP
Principal, COO

APPROVED:

By: _____
City of Macedonia

Title: _____

Date: _____

Attachments: Bialosky Cleveland Standard Terms and Conditions

ARTICLE 1 INITIAL INFORMATION

- 1.1. Where used herein BIALOSKY shall mean Bialosky and Partners, Architects, LLC dba Bialosky Cleveland and not William Bialosky, Architect dba Bialosky New York, a separate business entity not a party to this Agreement.

ARTICLE 2 STANDARD OF CARE

- 2.1. BIALOSKY will provide professional services, as set forth in the attached proposal and these terms and conditions, consistent with the professional skill, care, and judgement ordinarily provided by Architects and Engineers currently practicing in the same locality under similar circumstances.

ARTICLE 3 SCOPE OF BASIC SERVICES

- 3.1. Basic Services of BIALOSKY are as outlined in the attached proposal and as described in Article 3. Where provisions of the attached proposal conflict with provisions in these Terms and Conditions the provisions in the proposal shall govern.
- 3.2. BIALOSKY shall coordinate its services with those services provided by the Owner and the Owner's consultants. BIALOSKY shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. BIALOSKY shall provide prompt written notice to the Owner if BIALOSKY becomes aware of any error, omission or inconsistency in such services or information.
- 3.3. BIALOSKY shall advise and consult with the Owner during the Construction Administration Phase, if it is included in the proposal. BIALOSKY shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall BIALOSKY be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. BIALOSKY shall be responsible for the negligent acts or omissions of BIALOSKY, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- 3.4. If evaluation of the work is included in the proposal, BIALOSKY shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, BIALOSKY shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, BIALOSKY shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
- 3.5. BIALOSKY has the authority to reject Work that does not conform to the Contract Documents and shall have the authority to require inspection or testing of the Work. However, neither this authority nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of BIALOSKY to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- 3.6. If Contractor payment application review is included in the proposal, BIALOSKY shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

BIALOSKY'S certification for payment shall constitute a representation to the Owner, based on BIALOSKY'S evaluation of the Work as provided in Section 3.4 and on the data comprising the Contractor's Application for Payment, that, to the best of BIALOSKY'S knowledge, information and belief, the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents.

- 3.7. The issuance of a Certificate for Payment shall not be a representation that BIALOSKY has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- 3.8. If Construction Administration is not included in the proposal, the Owner understands that by not retaining BIALOSKY for construction observation services, there may be misinterpretations of the Construction Documents during construction, which may lead to errors and subsequent damage. If the Owner has elected to proceed with the Project without BIALOSKY providing construction observation services, the Owner agrees to indemnify and hold-harmless BIALOSKY against any and all claims, damages, awards and cost defense, which may arise out of or relate to such election.

ARTICLE 4 ADDITIONAL SERVICES

- 4.1. Additional Services are services not included in the attached proposal but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site representation beyond requirements of Section 3.4, value analysis, quantity surveys, interior architectural design, planning of tenant or retail spaces, inventories of materials or equipment, preparation of record drawings, commissioning, LEED Certification, fast-track design services, and any other services not otherwise included in the attached proposal or these terms and conditions.
- 4.2. Upon recognizing the need to perform the following Additional Services, BIALOSKY shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. BIALOSKY shall not proceed to provide the following Additional Services until BIALOSKY receives the Owner's written authorization:
- 4.2.1. Services necessitated by a change to previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- 4.2.2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- 4.2.3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

- 4.2.4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - 4.2.5. Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - 4.2.6. Preparation of renderings or models beyond what is specified in the attached proposal;
 - 4.2.7. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
 - 4.2.8. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where BIALOSKY is party thereto;
 - 4.2.9. Consultation concerning replacement of Work resulting from fire or other cause during construction;
 - 4.2.10. Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by BIALOSKY;
 - 4.2.11. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service; or,
 - 4.2.12. Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- 4.3. If, during the term of this Agreement, circumstance or conditions that were not originally contemplated by or known to BIALOSKY are revealed, to the extent that they affect the scope of service, compensation, schedule, allocation of risks or other material terms of this Agreement, BIALOSKY may call for re-negotiation of appropriate portions of this Agreement. BIALOSKY shall notify the Owner and the Owner shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.
- 4.4. BIALOSKY may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of BIALOSKY, any Additional Services provided in accordance with Article 4 shall entitle BIALOSKY to compensation and an appropriate adjustment in BIALOSKY'S schedule.

ARTICLE 5 OWNER'S RESPONSIBILITIES

- 5.1. Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- 5.2. The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 6; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify BIALOSKY. The Owner and BIALOSKY shall thereafter agree to a corresponding change in the Project's scope and quality.
- 5.3. The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve submittals made by BIALOSKY in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of BIALOSKY'S services.
- 5.4. The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project. The surveys shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed

restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

- 5.5. The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- 5.6. The Owner shall coordinate the services of its own consultants with those services provided by BIALOSKY. Upon BIALOSKY'S request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of BIALOSKY in the attached proposal, or authorize BIALOSKY to furnish them as an Additional Service, when BIALOSKY requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
- 5.7. The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- 5.8. The Owner shall furnish all legal, insurance and accounting services, including auditing services, which may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- 5.9. The Owner shall provide prompt written notice to BIALOSKY if the Owner becomes aware of any fault or defect in the Project, including deficiencies in the services of BIALOSKY or errors, omissions or inconsistencies in BIALOSKY'S Instruments of Service.
- 5.10. The Owner shall include BIALOSKY in all communications with the Contractor that relate to or affect BIALOSKY'S services or professional responsibilities. The Owner shall promptly notify BIALOSKY of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with BIALOSKY'S consultants shall be through BIALOSKY.
- 5.11. Before executing the Contract for Construction, the Owner shall coordinate BIALOSKY'S duties and responsibilities set forth in the Contract for Construction with the Construction Administration services set forth in the attached proposal and these terms and conditions. The Owner shall provide BIALOSKY a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
- 5.12. The Owner shall provide BIALOSKY access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide BIALOSKY access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

- 6.1. The Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by BIALOSKY and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of BIALOSKY; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- 6.2. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by BIALOSKY, represent the judgment of BIALOSKY as design professionals. It is recognized, however, that neither BIALOSKY

nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, BIALOSKY cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by BIALOSKY.

- 6.3. In preparing estimates of the Cost of Work, BIALOSKY shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. BIALOSKY'S estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.
- 6.4. If at any time the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, BIALOSKY shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with BIALOSKY in making such adjustments.
- 6.5. If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
 - 6.5.1. give written approval of an increase in the budget for the Cost of the Work;
 - 6.5.2. authorize rebidding or renegotiating of the Project within a reasonable time;
 - 6.5.3. terminate in accordance with Section 9.4;
 - 6.5.4. in consultation with BIALOSKY, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
 - 6.5.5. implement any other mutually acceptable alternative.

ARTICLE 7 COPYRIGHTS AND LICENCES

- 7.1. BIALOSKY and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- 7.2. BIALOSKY and its consultant(s) shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of BIALOSKY and its consultant(s).
- 7.3. BIALOSKY grants to the Owner a nonexclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. BIALOSKY shall obtain similar nonexclusive licenses from BIALOSKY'S consultant(s) consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If BIALOSKY rightfully terminates this Agreement for cause as provided in Section 9.3, the license granted in this Section 7.3 shall terminate.
- 7.4. In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases BIALOSKY and its consultant(s) from all claims and

causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless BIALOSKY and its consultant(s) from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.4. The terms of this Section 7.4 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.3.

- 7.5. Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of BIALOSKY. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to BIALOSKY and its consultant(s).
- 7.6. Except as otherwise stated in Section 7.3 and 7.4, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

- 8.1. The Owner and BIALOSKY shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.
- 8.2. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 8.3. If the parties do not resolve a dispute through mediation pursuant to this Section 8.1, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

ARTICLE 9 TERMINATION OR SUSPENSION

- 9.1. If the Owner fails to make payments to BIALOSKY in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at BIALOSKY'S option, cause for suspension of performance of services under this Agreement. If BIALOSKY elects to suspend services, BIALOSKY shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, BIALOSKY shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay BIALOSKY all sums due prior to suspension and any expenses incurred in the interruption and resumption of BIALOSKY'S services. BIALOSKY'S fees for the remaining services and the time schedules shall be equitably adjusted.
- 9.2. If the Owner suspends the Project, BIALOSKY shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, BIALOSKY shall be compensated for expenses incurred in the interruption and resumption of services. BIALOSKY'S fees for the remaining services and the time schedules shall be equitably adjusted.
- 9.3. Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 9.4. The Owner may terminate this Agreement upon not less than seven days' written notice to BIALOSKY for the Owner's convenience and without cause.
- 9.5. If the Owner terminates this Agreement for its convenience pursuant to Section 9.4, or BIALOSKY terminates this Agreement pursuant to Section 9.3, the Owner shall compensate BIALOSKY for services performed prior to

termination, reimbursable expenses incurred, and costs attributable to termination.

9.6. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1. This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

10.2. The Owner and BIALOSKY, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor BIALOSKY shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to BIALOSKY by the Owner prior to the assignment.

10.3. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or BIALOSKY.

10.4. It is intended by the parties to this Agreement that BIALOSKY'S services in connection with the project shall not subject BIALOSKY'S individual employees or members to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against BIALOSKY, an Ohio Limited Liability Company and not against any of BIALOSKY'S individual employees or members.

10.5. **Limitation of Liability:** In recognition of the relative risks and benefits of the Project both the Owner and BIALOSKY, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of BIALOSKY and BIALOSKY'S officers, partners, employees, and consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of BIALOSKY and BIALOSKY'S officers, partners, employees, and consultants shall not exceed \$250,000 or BIALOSKY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

10.6. **Betterment:** If, due to BIALOSKY'S negligence, a required item or component of the Project, is omitted from BIALOSKY'S construction documents, BIALOSKY shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will BIALOSKY be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

10.7. **Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor BIALOSKY, their respective officers, partners, employees, consultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

10.8. **Hazardous Materials:** Unless otherwise required in this Agreement, BIALOSKY shall have no responsibility for the discovery, presence, handling, removal or disposal of, or

exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

10.9. BIALOSKY shall have the right to include photographic or artistic representations of the design of the Project among BIALOSKY'S promotional and professional materials. The Owner shall provide professional credit for BIALOSKY in the Owner's promotional materials for the Project. This Section 10.9 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.3.

10.10. The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable.

ARTICLE 11 COMPENSATION

11.1. Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable thirty (30) days from the date of BIALOSKY'S invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at 1.5% per month (18% per annum).

11.2. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by BIALOSKY and BIALOSKY'S consultants directly related to the Project, as follows:

11.2.1. Transportation and authorized out-of-town travel and subsistence;

11.2.2. Project web sites, and extranets;

11.2.3. Permitting and other fees required by authorities having jurisdiction over the Project;

11.2.4. Outside printing, reproductions, and plots;

11.2.5. Postage, handling, and delivery;

11.2.6. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

11.2.7. Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

11.2.8. Other similar Project-related expenditures.

11.3. For Reimbursable Expenses the compensation shall be the expenses incurred by BIALOSKY and BIALOSKY'S consultants plus ten percent 10% of the expenses incurred, except for in-house printing, which shall be billed at the following rates:

11.3.1. 8 1/2 x 11 black and white copies \$ 0.25 ea.

11.3.2. 8 1/2 x 11 color copies \$ 1.50 ea.

11.3.3. Black and white plots \$ 1.00/s.f.

11.3.4. Color plots \$ 4.00/s.f.

11.4. The Owner shall not withhold amounts from BIALOSKY'S compensation to impose a penalty or liquidated damages on BIALOSKY, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless BIALOSKY agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

11.5. **Disputed Invoice:** If the Owner objects to any portion of an invoice, the Owner shall so notify BIALOSKY in writing within (10) calendar days of receipt of the invoice. The Owner shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with Section 11.1. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with Article 8.

APPROVED:

BY: _____

TITLE: _____

DATE: _____

	A	B	C	D	E	F	G	H	I
1									
2	Service Garage/Salt Dome - 9150 Valley View Road								
3	Criteria Architect Selection Rating Form								
4	Date: 08-15-23								
5		Criteria	Ranking						
6		Value	Submission by:	Sixmo	Notes (optional)	Bialosky	Notes (optional)	RL Bowen	Notes (optional)
7									
8	Project Manager	15	Joe Gigliotti	14	Thornton has previous service center experience	14	Deutch has previous service center experience	10	Hard to determine if Renzi or Emling would be the Lead, Bowen has done ODOT maintenance garage
9			Bob Rodic	13		15	All of the firms presented projects well. Bialosky stood out due the list of accomplishments, but more so the number of "like" structures.	13	
10			Dan Wilson	10		14	Bialosky's PM stood out in dedication to understanding the project, as well as relevant projects completed.	11	
11									
12	Key Staff	15	Joe Gigliotti	10	Sixmo is all on staff, but staff has no service garage experience and no estimator	14	Bialosky is using IA Lewin for structural and JGJ for estimating (highly reputable)	12	Bowen is all on staff but staff has no service garage experience
13			Bob Rodic	15	The key staff were all well qualified on each firm's behalf.	15	The key staff were all well qualified on each firm's behalf.	15	The key staff were all well qualified on each firm's behalf.
14			Dan Wilson	10		13	The staff of Bialosky stood out above the others in terms of education and experience	8	
15									
16	Previous Experience	25	Joe Gigliotti	20	Sixmo has performed one previous Service/Maintenance Center.	23	Bialosky has performed several previous Service/Maintenance Centers, including renovation in Pepper Pike	20	Bowen has performed one previous Service/Maintenance Center.
17			Bob Rodic	14		25	This criterion created the largest gap between the firms. Bialosky's experience with municipal government was a key factor in my opinion. There are steps that need to be negotiated within the government-madated system. An experienced firm realizes how to magnage such. I have personally seen a great deal of Bialosky's work over the years.	16	Bowen did a great job on the Highland Hills' ABB project which they touted in their presentation. I had the opportunity to inspect that interior design.

	A	B	C	D	E	F	G	H	I
18			Dan Wilson	15	Sixmo struggled greatly when it came to relevant projects of this magnitude. to Bialosky.	23		18	Bowen did have some experience in this area, however, it did not compare
19									
20	Project Understanding	30	Joe Gigliotti	20	Sixmo provides schedule but no evidence they visited the site.	28	Bialosky visited the site, is aware of current square footage, provided schedule	20	Bowen provides schedule but no evidence they visited the site.
21			Bob Rodic	25	Bowen and Sixmo have a certain amount of background in the municipal field of service-type facilities.	30	Bialosky's experience exceeds the others. The understanding of the essential needs and staging of a service facility are key. The City has done some leg-work with bialosky in the past which should assist in moving this project forward at a more accelerated pace.	25	Bowen and Sixmo have a certain amount of background in the municipal field of service-type facilities.
22			Dan Wilson	12		28	Bialosky stood out by far, when it comes to understanding of the project. The final letter in their proposal highlights this well and gives us insight into their thorough understanding of the project's advantages as well as its pitfalls and complexities.	21	
23									
24	Interview (N/A)								
25									
26	Criteria Total	85							
27									
28	Ranking Submissions by:		Composite Total	59.3		80.7		63.0	
29			Overall Ranking	3		1		2	
30	Additional Notes								
31	Joe Gigliotti - City Engineer								
32	Bob Rodic - Building Commissioner	I graded the firms based upon the information I was provided and ranked them in a fashion that they were measured against each other and not in an atmosphere of the perfect world. Hence the one with the most points would receive a "perfect" score.							
33	Dan Wilson - Service Director								

ORIGINATOR: CITY ENGINEER

SPONSOR: Ventura

**CITY OF MACEDONIA
ORDINANCE NO. 82 – 2023**

**AN ORDINANCE
AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO
CONTRACTS FOR CERTAIN RIGHT OF WAY ACQUISITION
SERVICES WITH O.R. COLAN ASSOCIATES, LLC AND SMITH &
NEJEDLIK, INC. FOR THE HIGHLAND/VALLEY VIEW ROAD
PROJECT - PID NO. 113161**

WHEREAS, it has already been deemed necessary and in the best interest of the health, safety and welfare of all the City residents inhabitants to improve the intersection of Highland Road and Valley View Road within the City of Macedonia; and

WHEREAS, the State of Ohio has identified the need for the right of way acquisition services for the Highland Road and Valley View Road intersection project within the City of Macedonia; and

WHEREAS, pursuant to law, proposals were requested, received and reviewed by the Ohio Department of Transportation (“ODOT”) and the City; and

WHEREAS, the City Engineer recommends that the proposal received from O.R. Colan Associates, LLC (ORC), and the proposal received from Smith & Nejedlik, Inc. (S&N), both be accepted for the needed right of way acquisition services for the Highland Road and Valley View Road intersection improvement project, PID No. 113161; and

WHEREAS, ODOT requires a consultant agreement between the City and each consultant be executed along with the City’s authorization for said project; and

WHEREAS, Council therefore wishes to authorize the Mayor to enter into consultant agreements with ORC and S&N as the best proposals for such services as set forth in the agreements attached hereto as Exhibit A and Exhibit B, respectively.

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

Section 1. That the Mayor is authorized to accept the proposals and enter into consultant agreements with ORC and S&N in regard to right of way acquisition services for the Highland Road and Valley View Road intersection project as described in Exhibits A and B, and is further authorized to take any other action required by ODOT for authorization of such services.

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

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

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council



OHIO DEPARTMENT OF TRANSPORTATION
Mike DeWine, Governor Jack Marchbanks, Ph.D., Director

District 4
2088 S. Arlington Rd, Akron, OH 44306
330-786-3100
transportation.ohio.gov

August 1, 2023

Nicholas Molnar, Mayor
City of Macedonia
9691 Valley View Road
Macedonia, Ohio 44056

Re: Proposed Consultant Agreement No. 39566
SUM-Highland/Valley View Road
PID No. 113161
Federal Project No. E 230(285)
O.R. Colan Associates, LLC

Dear Mayor Molnar,

Transmitted herewith is an Agreement between the City and the Consultant for preparation of design plans for the intersection improvement at Highland Rd and Valley View Rd **for signature of consultant and signature/execution by the City.**

Please return to the District:

- 1) **copy** of executed Consultant Agreement No. 39566
- 2) copy of the City's letter of authorization.

The City may request the Department pay the Consultant directly the costs eligible for State participation as outlined above by completing Attachment 2: Direct Payment of Consultant and returning to the District prior to executing these documents. The Invoice & Project Schedule will be provided by the District after receipt of the documents.

When federal funds are used in a consultant agreement for any phase of project development (Preliminary Engineering, Right of Way, or Construction), the LPA shall not authorize any work prior to Federal authorization and encumbrance of funds by the ODOT. Any costs incurred prior to encumbrance of funds will not be compensable. Given Federal funds are included in the ROW Acquisition Phase, the District will be requesting Federal Authorization. Once Obtained, the District will return a copy of this fully executed document along with notice that the City can authorize O.R. Colan to proceed.

Respectfully,

A handwritten signature in blue ink that reads "David James, P.E.".

David James, PE

Contracts Manager, District 4

Enclosure

c: Project File

Nicholas Molnar, Mayor
City of Macedonia
Re: Consultant Agreement No. 39566
Project Name
PID No. 113161
Page 2

A C C E P T A N C E

The foregoing is accepted as a basis for the allocation of Federal Funds.

Date: _____

City Engineer Name
City of Macedonia Engineer

APPROVED AS TO FORM:

CITY OF MACEDONIA

By: _____

Nicholas Molnar, Mayor

Title: _____

Attachment 2

SUM Highland/Valley
View Rd
COUNTY-ROUTE-SECTION
113161
PID NUMBER
39566
AGREEMENT NUMBER

DIRECT PAYMENT OF CONSULTANT

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA's consultant shall be paid directly to the consultant in the prorata share of State participation. The invoice package shall be prepared by the LPA as previously defined in this agreement, and shall indicate that the payment is to be made to the consultant. In addition, the invoice must state the consultant's name, mailing address and Federal tax ID. Separate invoices shall be submitted for payments that are to be made to the Consultant and those that are to be made to the LPA.

We The City of Macedonia request that all payments for the Federal/State share of the costs of this agreement performed by O.R. Colan Associates, LLC. be paid directly to O.R. Colan Associates, LLC.

Consultant Name: O.R. Colan Associates, LLC
Oaks Vendor ID: 0000235301
Mailing Address: 22710 Fairview Center Drive
Fairview Par, OH 44126

LPA Signature date

LPA Name: City of Macedonia
Oaks Vendor ID: 0000102373
Mailing Address: City of Macedonia
9691 Valley View Rd
Macedonia, OH 44056

Approved, ODOT signature date

CITY OF MACEDONIA
AGREEMENT NO. 39566

This Agreement No. 39566 entered into this _____ day of _____, 20____, by and between The City of Macedonia acting by and through the Mayor hereinafter referred to as the City, and O.R. Colan Associates hereinafter referred to as the Consultant, with an office located at 22710 Fairview Center Drive, Fairview Part, Ohio 44126.

WITNESSETH:

That the City and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by City for Right of Way Acquisition Services for Right of Way Acquisition Services for the improvement of the intersection at Highland Rd and Valley View Rd in Summit County, Ohio, identified as SUM Highland/Valley View Rd.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The City and the Consultant agree to the attached Invoice and Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice & Project Schedule transmittal letter together with the updated Invoice & Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.
- (b) Two (2) copies of the updated Project Schedule.

CLAUSE III - PRIME COMPENSATION

The City agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement.

Part 1: Right of Way Acquisition Services for Title Researches, Appraisals, and Project Management.

Unit of Work Compensation as established in the table below. The maximum prime compensation shall not exceed \$28,190.00. All work shall be performed on an "if authorized" basis. The fee shall accumulate as authorized (separate cost accounting is not required for each activity).

<i>Item</i>	<i>Unit</i>	<i>Per Each</i>
Project Management		
Project Management for Appraisal	parcel	\$220.00
Project Management for Title Research	parcel	\$220.00
Appraisals		
RE-95 Preparation	parcel	\$350.00
Summary RW Appraisal	parcel	\$7,150.00
Value Analysis	parcel	\$980.00
Value Analysis	parcel	\$875.00
Value Analysis	parcel	\$770.00
Title Researches		
Abbreviated Title	parcel	\$460.00
Full Title (42 year)	parcel	\$770.00

Part 2: Right of Way Acquisition Services for Negotiations, Closings, Relocation Assistance, and Project Management.

Unit of Work Compensation as established in the table below. The maximum prime compensation shall not exceed \$37,000.00. All work shall be performed on an "if authorized" basis. The fee shall accumulate as authorized (separate cost accounting is not required for each activity).

<i>Item</i>	<i>Unit</i>	<i>Per Each</i>
Project Management		
Project Management for Negotiations	parcel	\$220.00
Project Management for Closings	Parcel	\$220.00
Negotiations		
Negotiation	parcel	\$2,200.00
Closings		
Mail Out	parcel	\$520.00
Formal	parcel	\$715.00

Mortgage Release	per each	\$440.00
Copies and Recording Fees (reimbursable based on actual cost for Titles and Closings - receipts necessary). Estimated cost shown.	N/A	\$825.00

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Sixty-Five Thousand One Hundred Ninety Dollars (\$65,190.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".
- (b) The most current Scope Definitions for Right of Way Services as published on the ODOT Website (<https://www.dot.state.oh.us/Divisions/Engineering/RealEstate/Pages/ConsultantForms.aspx>).
- (d) The Invoice & Project Schedule.
- (e) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<https://budget.ohio.gov/TravelRule>).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Mayor.

O.R. Colan Associates, LLC

By: _____

Title: _____

City of Macedonia

Nicholas Molnar, Mayor

APPROVED AS TO FORM:

By: _____

Title: _____



OHIO DEPARTMENT OF TRANSPORTATION
Mike DeWine, Governor

Jack Marchbanks, Ph.D., Director

District 4
2088 S. Arlington Rd, Akron, OH 44306
330-786-3100
transportation.ohio.gov

August 2, 2023

Nicholas Molnar, Mayor
City of Macedonia
9691 Valley View Road
Macedonia, Ohio 44056

Re: Proposed Consultant Agreement No. 39594
SUM-Highland/Valley View Road
PID No. 113161
Federal Project No. E 230(285)
Smith & Nejedlik, Inc.

Dear Mayor Molnar,

Transmitted herewith is an Agreement between the City and the Consultant to provide Appraisal Review Services for the intersection improvement at Highland Rd and Valley View Rd **for signature of consultant and signature/execution by the City.**

Please return to the District:

- 1) **copy** of executed Consultant Agreement No. 39594
- 2) copy of the City's letter of authorization.

The City may request the Department pay the Consultant directly the costs eligible for State participation as outlined above by completing Attachment 2: Direct Payment of Consultant and returning to the District prior to executing these documents. The Invoice & Project Schedule will be provided by the District after receipt of the documents.

When federal funds are used in a consultant agreement for any phase of project development (Preliminary Engineering, Right of Way, or Construction), the LPA shall not authorize any work prior to Federal authorization and encumbrance of funds by the ODOT. Any costs incurred prior to encumbrance of funds will not be compensable. Given Federal funds are included in the ROW Acquisition Phase, the District will be requesting Federal Authorization. Once Obtained, the District will return a copy of this fully executed document along with notice that the City can authorize Smith & Nejedlik to proceed.

Respectfully,

A handwritten signature in blue ink that reads "David James, P.E.".

David James, PE

Contracts Manager, District 4

Enclosure

c: Project File

Attachment 2

SUM Highland/Valley
View Rd
COUNTY-ROUTE-SECTION

113161
PID NUMBER

39594
AGREEMENT NUMBER

DIRECT PAYMENT OF CONSULTANT

At the direction of the LPA and upon approval of ODOT, payments for work performed under the terms of the Agreement by the LPA’s consultant shall be paid directly to the consultant in the prorate share of State participation. The invoice package shall be prepared by the LPA as previously defined in this agreement, and shall indicate that the payment is to be made to the consultant. In addition, the invoice must state the consultant’s name, mailing address and Federal tax ID. Separate invoices shall be submitted for payments that are to be made to the Consultant and those that are to be made to the LPA.

We The City of Macedonia request that all payments for the Federal/State share of the costs of this agreement performed by Smith & Nejedlik, Inc be paid directly to Smith & Nejedlik, Inc.

Consultant Name: Smith & Nejedlik, Inc.
Oaks Vendor ID: 0000067435
Mailing Address: 6155 Rockside Road, Suite 20
Cleveland, Ohio 44131-2252

LPA Signature date

LPA Name: City of Macedonia
Oaks Vendor ID: 0000102373
Mailing Address: City of Macedonia
9691 Valley View Rd
Macedonia, OH 44056

Approved, ODOT signature date

CITY OF MACEDONIA
AGREEMENT NO. 39594

This Agreement No. 39594 entered into this _____ day of _____, 20____, by and between The City of Macedonia acting by and through the Mayor hereinafter referred to as the City, and Smith & Nejedlik, Inc. hereinafter referred to as the Consultant, with an office located at 6155 Rockside Road, Suite 20, Cleveland, Ohio 44131-2252.

WITNESSETH:

That the City and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by City for Appraisal Review Services for the improvement of the intersection at Highland Rd and Valley View Rd in Summit County, Ohio, identified as SUM Highland/Valley View Rd, PID 113161.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The City and the Consultant agree to the attached Invoice and Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice & Project Schedule transmittal letter together with the updated Invoice & Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.
- (b) Two (2) copies of the updated Project Schedule.

CLAUSE III - PRIME COMPENSATION

The City agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement.

Part 1: Right of Way Acquisition Services for Appraisal Review and Project Management.

Unit of Work Compensation as established in the table below. The maximum prime compensation shall not exceed \$2,750.00. All work shall be performed on an "if authorized" basis. The fee shall accumulate as authorized (separate cost accounting is not required for each activity).

<i>Item</i>	<i>Unit</i>	<i>Per Each</i>
R/W Appraisal Report (RE 25-16)	parcel	\$2,600.00
Appraisal Scoping Checklist	parcel	\$150.00

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Sixty-Five Thousand One Hundred Ninety Dollars (\$2,750.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".
- (b) The most current Scope Definitions for Right of Way Services as published on the ODOT Website (<https://www.dot.state.oh.us/Divisions/Engineering/RealEstate/Pages/ConsultantForms.aspx>).
- (d) The Invoice & Project Schedule.
- (e) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<https://budget.ohio.gov/TravelRule>).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Mayor.

Smith & Nejedlik, Inc.

By: _____

Title: _____

City of Macedonia

Nicholas Molnar, Mayor

APPROVED AS TO FORM:

By: _____

Title: _____

ORIGINATOR: PUBLIC SERVICE

SPONSOR: Garvas

**CITY OF MACEDONIA
ORDINANCE NO. 83 – 2023**

**AN ORDINANCE
AUTHORIZING THE PURCHASE OF TWO NEW “TITAN PRO PLUS” LEAF
VACUUM LOADERS AND FOUR “SPARTAN-STYLE” LEAF CONTAINMENT
BOXES FROM BELL EQUIPMENT COMPANY THROUGH THE HOUSTON-
GALVESTON AREA COUNCIL COOPERATIVE PURSHASING PROGRAM 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 two (2) new Titan Pro Plus Leaf Vacuum Loaders with standard equipment plus options, and four (4) 25-yard Spartan-Style Leaf Containment Boxes, for the City of Macedonia Service Department through the Houston-Galveston Area Council nationwide governmental procurement service (“HGACBuy”) which meets or exceeds State governmental cooperative purchasing requirements; and

WHEREAS, it is deemed necessary and in the best interest of the health, safety and welfare of all City residents to purchase two (2) new Titan Pro Plus Leaf Vacuum Loaders and four (4) 25-yard Spartan-Style Leaf Containment Boxes for the City of Macedonia Service Department from Bell Equipment Company 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. That Council of the City of Macedonia authorizes and directs the Mayor to enter into a purchase agreement with Bell Equipment Company to purchase two (2) new Titan Pro Plus Leaf Vacuum Loaders and four (4) 25-yard Spartan Style Leaf Containment Boxes 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 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 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"



Michigan Office:
 78 Northpointe Drive
 Lake Orion, Michigan 48359
 Phone: (248) 370-0000
 Fax: (248) 370-0011

Ohio Office:
 1045 Taylor Rd.
 Gahanna, Ohio 43230
 Phone: (888) 666-7266
 Fax: (614) 655-0023

Date: July 22, 2023

Village of Macedonia (216) 536-6051
 9000 Valley View Road, Macedonia, OH 44056
 Email: dwilson@macedonia.oh.us



Terms: Due on Receipt

Qty	Description	Your Price (each)	Total
2	Titan Pro Plus Leaf Vacuum Loaders		
	Including All Standard Equipment and Options Below:		
	KFBD Transfluid Coupler – vs – Heavy Duty Hand Clutch		
	Heavy Duty Industrial Rubber Hose		
	Blower Housing Clean Out Doors		
	Wireless Controller		
	HGACBuy Contract # GR01-20	\$ 97,863.68	\$ 195,727.36
4	25 yd. Spartan Style Leaf Containment Body - 14'-0" Long		
	Mounted on Stellar Hook Lift Skid w/ 54" Hook and Roller Kit		
	Tapered Body w/ Double Hinged Door for Enhanced Dumping		
	Standard Rook Screens		
	Manual Tailgate Latches		
	Includes All FMVSS Compliant Lighting w/ Trailer Plug		
	Painted TLS Yellow		
	HGACBuy Contract # GR01-20	\$ 27,081.67	\$ 108,326.68

Delivery: TBD

F.O.B. Macedonia, OH

Plus any applicable taxes

If you wish to proceed- with the quote provided, please sign and return.

PO # _____ Date: _____ Authorized Signature: _____

Thank You for considering Bell Equipment for your refuse and recycling equipment needs.

David Johnson Cell: (419) 971-6784

Quoted prices are based on current cost and therefore subject to change with written notice to account for pricing changes beyond sellers control.

1 Proportional Controls with Seat (right hand) - Includes 3 axis underslung hydraulic boom Not all items shown

2 Hydraulic Jack with Caster Wheel

3 74 H.P. Kubota® turbo charged liquid cooled Diesel Engine

4 50 gallon aluminum fuel tank with Fuel Sending Unit with Gauge

5 30" Fan

6 Heavy Duty Hand Clutch

7 Rigid discharge snout with 4' hose

8 Fix-Thane VHD Clear Urethane Hose

9 Central Hydraulic System to Proportionally Control the Three Axis Collection Boom

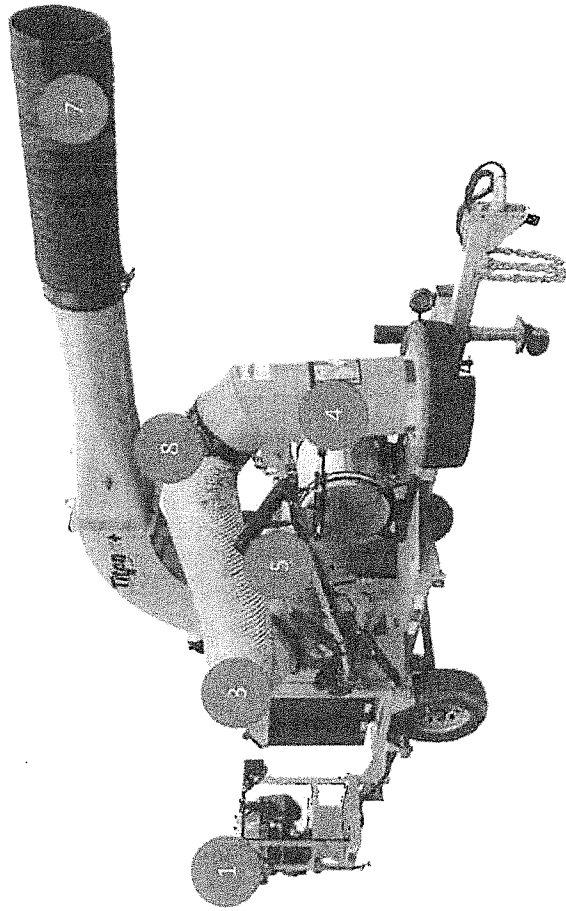
10 Radiator Pre-screen

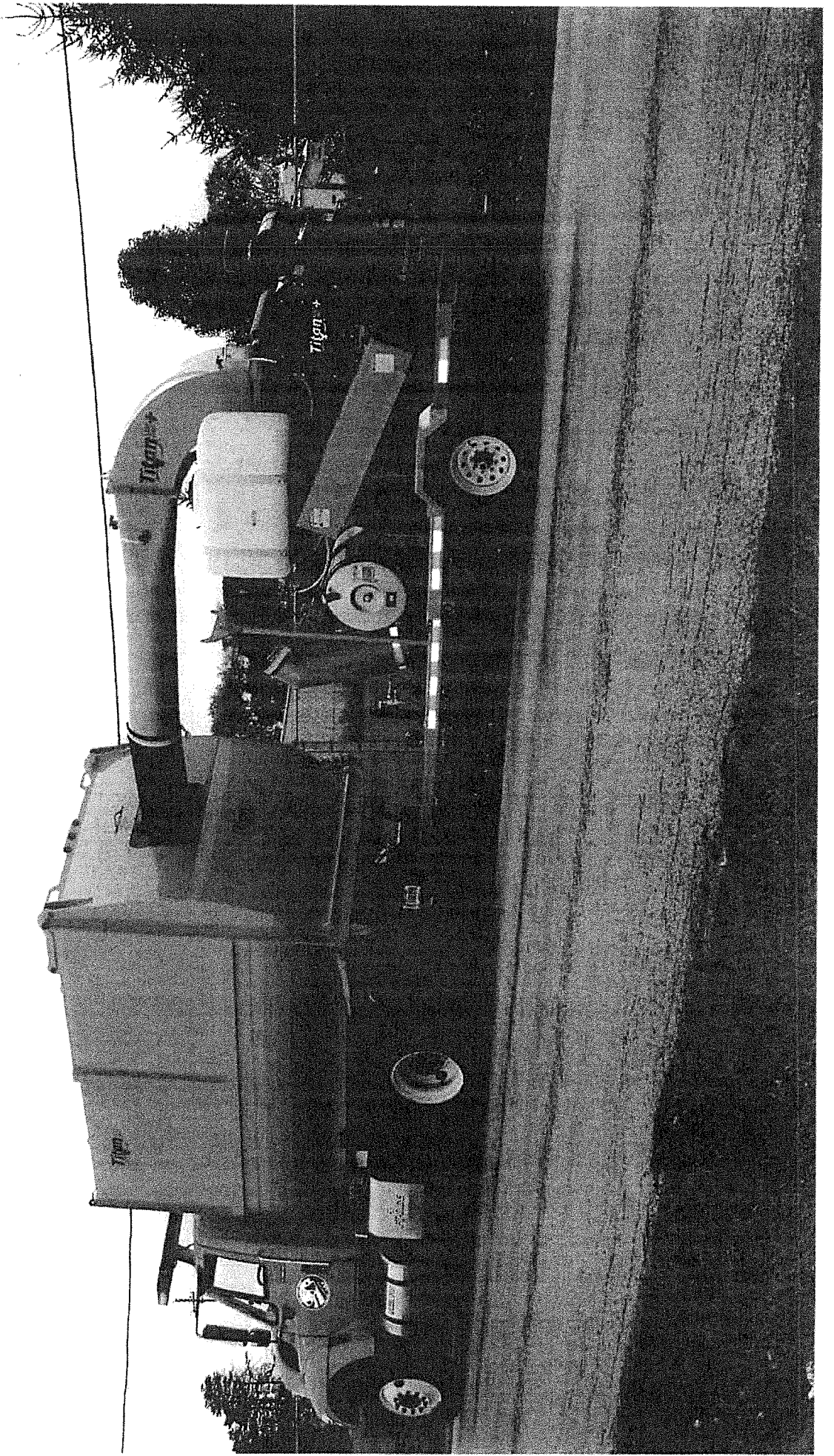
11 Elbow Liner

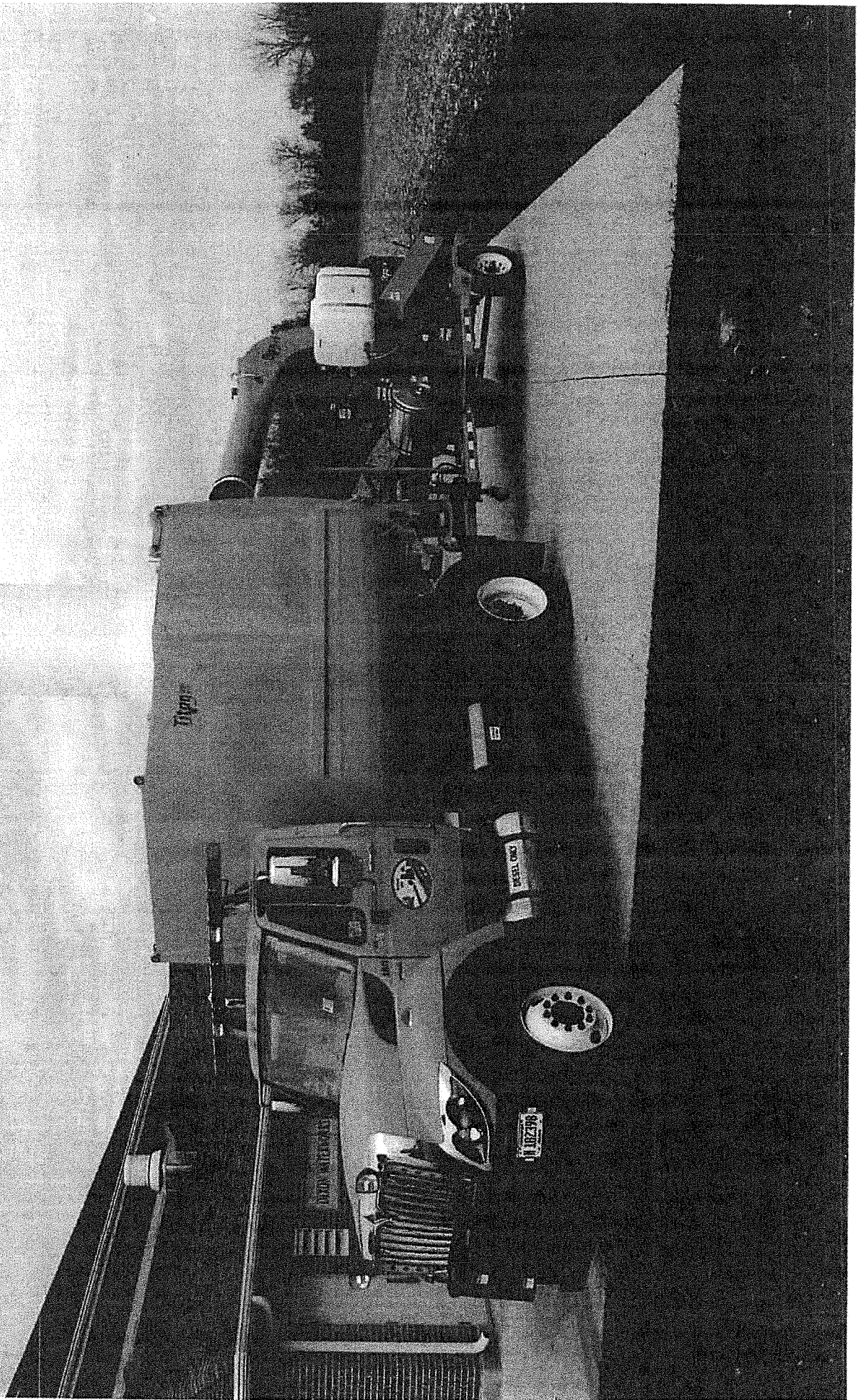
12 Wheel Chocks

13 Fire Extinguisher

14 Yellow Flashers









Jan 7th 2020

Dear Titan Dealers,

Bonnell Industries, Inc is excited to now be offering a new solution for your Titan Leaf Solutions customers through a contract with HGACBuy. The enclosed information will provide you with all the tools necessary to be able to sell our Titan Leaf Solutions product line on contract, and offer your customers an easy alternative to the traditional, costly, and time-consuming bidding process.

Your company has been setup as "Contractor Status" with HGACBuy so you will be working directly with them to report any deals you close on this contract. Please familiarize yourself with the process to make it as seamless as possible when completing a deal using HGACBuy.

After reviewing the information, please let us know if you need any assistance or have any questions regarding this process. For your convenience, we have included the information for several HGACBuy contacts at the bottom of this letter. They can also assist you with any questions.

Again, thank you for your participation and we look forward to working to make the purchasing process as simple as possible for our customers.

HGACBuy- Main Contact for Questions: Veronica Johnson: veronica.johnson@h-gac.com

HGACBuy- Billing & Payments: Lourdes McIntyre 713-993-4568

HGACBuy- Marketing Material: Tanya Campbell: 832-681-2553

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Van Buren", with a long, sweeping horizontal line extending to the right.

Jerry Van Buren,
National Sales Representative

AMENDMENT No. 3 to CONTRACT No. GR01-20
For
Grounds & Turf Equipment
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Bonnell Industries, Inc.

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through June 30, 2024 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:



82EC270D5D61423

Chuck Wemple, Executive Director
6/8/2023

Date: _____

Signed for: **Bonnell Industries, Inc.**

DocuSigned by:



7F25F8B410FF45E...

Tessa Smice Contract Specialist

Printed Name & Title:

Date: _____
6/8/2023

ORIGINATOR: SERVICE DEPARTMENT

SPONSOR: Tulley

**CITY OF MACEDONIA
ORDINANCE NO. 84 -2023**

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VALLEY
VIEW PROPERTY MAINTENANCE, L.L.C. FOR A SENIOR GUTTER CLEANING
PROGRAM FOR THE FALL 2023 SEASON, AND APPROPRIATING FUNDS FOR
THE SAME**

WHEREAS, Council deems it necessary and in the best interest of the health, safety and welfare of the senior residents of the City to provide a Senior Gutter Cleaning Program, providing a one-time only cleaning, for the 2023 Fall season; and

WHEREAS, Council authorizes the Mayor to enter into an agreement with Valley View Property Maintenance, L.L.C. to provide a one-time cleaning to the eligible seniors who have applied to the City's Department of Public Service for this Program.

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

Section 1. That the Senior Gutter Cleaning Program, providing a one-time only cleaning, is hereby and herein provided for the 2023 Fall season within the following guidelines:

1. All applicants must be residents of the City of Macedonia;
2. All applicants must be at least 65 years old and/or disabled and have no one living within their residence capable of cleaning their home's gutters;
3. Proofs of age and disability with a current physician's statement detailing the disability are required upon application;
4. The Program will provide one gutter cleaning for 2023 Fall season.
5. The income level of all applicants must not exceed 100% of the most recent HUD very low-income limit for the Akron Ohio MSA;
6. All applicants must provide proof of income;
7. The Mayor has the discretion under extraneous circumstances to increase the income threshold on case-by-case basis; and
8. Any and all other regulations adopted by the Administration.

Section 2. That Payment to Valley View Property Maintenance, L.L.C. shall be provided for, and the following sums are hereby set aside and appropriated as set forth in the document attached hereto as Exhibit “A” and incorporated herein by reference.

Section 3. The Administration has conducted a certified search of the Finding for Recovery Database on the Ohio Auditor of State website, and the proposed vendor in this contract is not listed therein.

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

Section 5. Wherefore, this Ordinance shall 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



SERVICE QUOTE

Macedonia Senior Citizen Gutter Cleaning 2023-2024

Description.

Remove all leaves and debris from roof, and gutter.

Homes with gutter screen guards, will use jet hose to clean/ flush system out.

WILL NOT remove any guards/screens or downspouts that requires tools to take off. If we are able to move them by hand and if it is needed will do then.

Will remove all debris from property collected during the visit.

Will ask customer to sign knowing we were there that day, if homeowner happens to not be home, will leave a letter on the front door/mailbox stating we were there that day and cleaned the gutters.

Cost.

\$70.00 per home non taxable

Roughly 40 houses in past years, +/- 10 homes, total cost for 40 homes

\$2,800.00 non taxable.



FY 2023 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2023 Income Limits Summary

FY 2023 Income Limit Area	Median Family Income Click for More Detail	FY 2023 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Akron, OH MSA	\$95,500	Very Low (50%) Income Limits (\$) Click for More Detail	30,400	34,750	39,100	43,400	46,900	50,350	53,850	57,300
		Extremely Low Income Limits (\$)* Click for More Detail	18,250	20,850	24,860	30,000	35,140	40,280	45,420	50,560
		Low (80%) Income Limits (\$) Click for More Detail	48,650	55,600	62,550	69,450	75,050	80,600	86,150	91,700

NOTE: **Summit County** is part of the **Akron, OH MSA**, so all information presented here applies to all of the Akron, OH MSA.

The **Akron, OH MSA** contains the following areas: Portage County, OH; and Summit County, OH.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2023 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2023 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

FY2022 Median Family Income and Income Limits for Akron, OH MSA

Select a different county or county equivalent in Ohio:

- Sandusky County ▲
- Scioto County
- Seneca County
- Shelby County
- Stark County
- Summit County ▼

[Select county or county equivalent](#)

Select any FY2023 HUD Metropolitan FMR Area's Income Limits:

Akron, OH MSA ▼

[Select HMFA Income Limits Area](#)

Or press below to start over and select a different state:

[Select a new state](#)

September 2023

Dear Macedonia Senior:

We are pleased to inform you that you may be qualified for the free Rubbish Disposal and Snow Removal Programs and a one-time Gutter Cleaning Program offered to our Macedonia Senior Citizens that meet the low income requirements.

The City uses the current Summit County HUD figures in the low income bracket to determine eligibility for the programs. All applicants that reside in said residence must be 65 years old and qualify with the income levels attached. The City also extends this program to residents that are under the age of 65 years old who are DISABLED and not capable of shoveling snow. A current physician's note of verification is required. They must meet the low-income requirements.

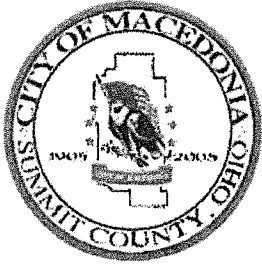
These programs are annual. You must re-apply every year to determine eligibility. Proof of income **must** be submitted. Please see application for the necessary documentation that is required. For complete details on these programs, please see the attached information/guidelines.

The application for these programs is attached. If you have any questions regarding these programs, feel free to call 330-468-8330.

Sincerely,
CITY OF MACEDONIA

Nicholas Molnar
Mayor

Attachments



Senior Programs Application

2023/2024

Please return Application to
City of Macedonia- Finance Dept, 9691 Valley View Rd.

Applications must be submitted EACH year. This is an annual program offering.

Name: _____

Address: _____

Phone: _____ Applicant's Date of Birth: _____

Please indicate services requested:

- 2023/2024** Winter Snow Removal **2023/2024** Rubbish Disposal Gutter Cleaning
(performed one time) **ALL**

List **ALL** persons (including yourself) residing at above address – must provide driver's license or state ID.

_____ Age: _____

_____ Age: _____

_____ Age: _____

Please attach a copy of **one** of the following:

A copy of your state driver's license, Ohio State identification card, -OR- a copy of your Birth Certificate (if submitting a birth certificate you must provide a copy of utility bill for proof of residency.)

If applicant is **DISABLED** and under the age of 65, a current physician's note of verification is **required**.

Household	1 Person	2 Persons	3 Persons
Income	\$30,400	\$34,750	\$39,100

All applicants **MUST** submit a copy of 2022 tax return

Current Social Security and Pension Statement **ALONG WITH**
A current bank statement to verify income for Direct Deposit

– SIGNATURE REQUIRED –

**PLEASE RETURN APPLICATIONS TO: City of Macedonia, 9691 Valley View Rd.
Attn: Finance Dept**

WHEN THE CITY OF MACEDONIA UNDERTAKES TO REMOVE SNOW AND/OR COLLECT RUBBISH FOR THE BENEFIT OF THE PARTICIPANT, SUCH PERSON AGREES TO BE BOUND BY THE FOLLOWING:

- (1) These Programs are for the benefit of **low income residents** of the City ages 65 years or older and/or the seriously disabled or handicapped (**who have no one living with them capable of shoveling snow**).
- (2) Each party applying for the Program shall **reside at the address indicated**, and ***intend to be in the City***. If for any reason either of the services above may not be needed during a significant duration such party shall immediately notify the Mayor's office when plans are changed.
- (3) **THE CITY OF MACEDONIA AND/OR THE CONTRACTOR HIRED TO PLOW CITY DRIVEWAYS AND/OR REMOVE AND DISPOSE OF RUBBISH IS NOT RESPONSIBLE FOR ANY DAMAGE DONE TO PRIVATE PROPERTY.**

 - (1) Snow removal shall not take place unless there is an accumulation of at least 3 inches of freshly fallen snow upon the area plowed; and only once in a 24 hour period. Drifting snow does not apply to accumulation of inches. The Snow Removal Program is **unable** to accommodate immediate, on demand, response to a homeowner's request for snow removal.
 - (2) All Rubbish Disposal applications received will be processed for the following rubbish billing cycle. Billing occurs quarterly as follows: 10/1/23 – 12/31/23; 1/1/24 – 3/31/24; 4/1/24 – 6/30/24; 7/1/24 – 9/30/24. If applied during a current billing cycle – will not be added until the following billing cycle. No pro-rating. The Rubbish Disposal program expires on 9/30/24.
 - (3) Gutter Cleaning – to take place one time per year. Gutters only on first level will be cleaned for safety reasons. Work will be performed at a time determined by the Service Director.

The City intends to utilize contractors to provide the service, but in any event, the City and its elected or appointed officials, agents, employees, and representatives shall be HELD TOTALLY HARMLESS FROM ALL LIABILITY by the undersigned participant for any damages or injuries to persons or property due to participation in the Program. The undersigned participant, and his/her heirs, successors, assigns, or agents, in consideration of the services to be provided by the City under the Program, agrees to reimburse the City fully for any and all legal expenses incurred as a result of any such claimed damages or injuries.

I HAVE READ AND FULLY UNDERSTAND AND AGREE TO ALL TERMS OF THE ABOVE AGREEMENT.

→ **APPLICANT'S SIGNATURE:** _____ Date: _____

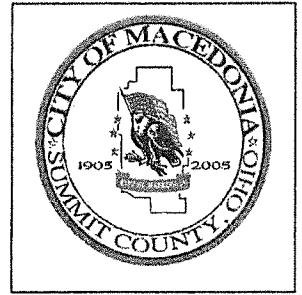


OFFICE USE ONLY-----OFFICE USE ONLY-----OFFICE USE ONLY-----OFFICE USE ONLY
THIS APPLICATION HAS BEEN ACCOMPANIED BY:

OFFICE USE ONLY
_____ type of age document. Requirement _____
OFFICE USE ONLY _____ (employee initial here)
_____ type of income doc. Requirement....Employee verification _____
OFFICE USE ONLY
_____ disability document. Requirement (if applicable)

Approved by: _____ Date: _____
Mayor Nicholas Molnar

Senior Snow Removal Service
Senior Rubbish Disposal
Senior Gutter Cleaning
Information / Guidelines



*** PLEASE READ AND INITIAL ACKNOWLEDGEMENT OF GUIDELINES. THANK YOU.**

Eligibility:

- 1. Must be 65 years or older and fall within the low income limits specified by Summit County HUD figures. Copy of driver's license or state ID of all residents residing at said property for proof of age requirements.
- 2. No one living at residence is capable of shoveling snow.
- 3. Must have physician's verification and provide financial information if under the age of 65 and is seriously disabled or handicapped.
- 4. Must reside at the address indicated and intend to be in the City during the time services are requested. If for any reason the snow removal service is not needed during a significant duration of time such party shall immediately notify the Mayor's office when plans are changed.
- 5. Failure to provide required documents will be denied.

General Information and Services Provided:

- 1. Senior Snow Removal Service is offered to Macedonia low income seniors.
- 2. This service is for snowplowing of one (1) driveway at the residence. For turnaround and circular driveways, only the driveway area close to the garage will be plowed.
- 3. Snow removal shall not take place unless there is an accumulation of at least 3 inches of freshly fallen snow upon the area plowed; and only once in a 24 hour period. Drifting snow does not apply to accumulation of inches.
- 4. Contractors will not return to clear drifts after the snow has been plowed.
- 5. Snow removal program is unable to accommodate immediate, on demand, response to a homeowner's request for snow removal. There is NO set time when the contractor will arrive.
- 6. The City of Macedonia and/or the contractor hired to plow city driveways and/or remove and dispose of rubbish is not responsible for any damage done to private property.
- 7. Contractors will only plow up to and not next to vehicles in the driveway and only up to two feet in front of garage doors. They will not wait for vehicles to be moved.
- 8. Rubbish Disposal Service will go into effect for the next billing cycle. The billing cycles are as follows: 10/1/23 – 12/31/23; 1/1/24 – 3/31/24; 4/1/24 – 6/30/24; 7/1/24 – 9/30/24. If applying to program during a current billing cycle; the applicant will not be added until the next billing cycle. There will be no pro-rating. The Rubbish Disposal program will end on September 30, 2024.
- 9. Gutter Cleaning will take place one time at the discretion of the Public Service Director. For safety reasons only the 1st level of home will have gutters cleaned. We are unable to clean out gutters any higher.

ORIGINATOR: SERVICE DEPARTMENT

SPONSOR: Brandt

**CITY OF MACEDONIA
ORDINANCE NO. 85 - 2023**

**AN ORDINANCE
PROVIDING FOR AND AUTHORIZING A REFUSE COLLECTION SUBSIDY FOR
SENIOR CITIZENS AND MAKING APPROPRIATION FOR THAT SUBSIDY**

WHEREAS, Council deems it necessary and in the best interest of the health, safety and welfare of the senior citizens and for those seniors of the City of Macedonia who are seriously disabled to provide for and authorize the Refuse Collection Subsidy created pursuant to Ordinance No. 74-2006, whereby a refuse collection subsidy was established, and authorizes the Director of Finance to make appropriation for that subsidy.

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

Section 1. That a Refuse Collection Subsidy is hereby and herein provided for and authorized for qualifying senior citizens.

Section 2. Participants in the Senior Citizen Refuse Collection Subsidy must abide by the following regulations:

1. All applicants must be 65 years of age or older and/or seriously disabled;
2. The income level of all applicants must not exceed 100% of the most recent HUD very low-income limit for the Akron Ohio MSA;
3. All applicants must provide proof of age and/or disability;
4. All applicants must provide proof of income; and
5. Any and all other regulations adopted by the administration.

Section 3. The Director of Finance is authorized to appropriate the amount not to exceed \$15,000.00 from the unappropriated balance of the General Fund (101) in order to establish this refuse collection subsidy for senior citizens.

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

Section 5. Wherefore, this Ordinance shall 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



FY 2023 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2023 Income Limits Summary

FY 2023 Income Limit Area	Median Family Income Click for More Detail	FY 2023 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Akron, OH MSA	\$95,500	Very Low (50%) Income Limits (\$) Click for More Detail	30,400	34,750	39,100	43,400	46,900	50,350	53,850	57,300
		Extremely Low Income Limits (\$)* Click for More Detail	18,250	20,850	24,860	30,000	35,140	40,280	45,420	50,560
		Low (80%) Income Limits (\$) Click for More Detail	48,650	55,600	62,550	69,450	75,050	80,600	86,150	91,700

NOTE: **Summit County** is part of the **Akron, OH MSA**, so all information presented here applies to all of the Akron, OH MSA.

The **Akron, OH MSA** contains the following areas: Portage County, OH; and Summit County, OH.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2023 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2023 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

FY2022 Median Family Income and Income Limits for Akron, OH MSA

Select a different county or county equivalent in Ohio:

- Sandusky County ▲
- Scioto County
- Seneca County
- Shelby County
- Stark County
- Summit County ▼

[Select county or county equivalent](#)

Select any FY2023 HUD Metropolitan FMR Area's Income Limits:

Akron, OH MSA ▼

[Select HMFA Income Limits Area](#)

Or press below to start over and select a different state:

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September 2023

Dear Macedonia Senior:

We are pleased to inform you that you may be qualified for the free Rubbish Disposal and Snow Removal Programs and a one-time Gutter Cleaning Program offered to our Macedonia Senior Citizens that meet the low income requirements.

The City uses the current Summit County HUD figures in the low income bracket to determine eligibility for the programs. All applicants that reside in said residence must be 65 years old and qualify with the income levels attached. The City also extends this program to residents that are under the age of 65 years old who are DISABLED and not capable of shoveling snow. A current physician's note of verification is required. They must meet the low-income requirements.

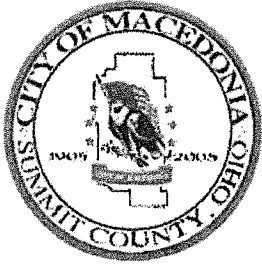
These programs are annual. You must re-apply every year to determine eligibility. Proof of income **must** be submitted. Please see application for the necessary documentation that is required. For complete details on these programs, please see the attached information/guidelines.

The application for these programs is attached. If you have any questions regarding these programs, feel free to call 330-468-8330.

Sincerely,
CITY OF MACEDONIA

Nicholas Molnar
Mayor

Attachments



Senior Programs Application

2023/2024

Please return Application to
City of Macedonia- Finance Dept, 9691 Valley View Rd.

Applications must be submitted EACH year. This is an annual program offering.

Name: _____

Address: _____

Phone: _____ Applicant's Date of Birth: _____

Please indicate services requested:

- 2023/2024** Winter Snow Removal **2023/2024** Rubbish Disposal Gutter Cleaning **ALL**
(performed one time)

List **ALL** persons (including yourself) residing at above address – must provide driver's license or state ID.

_____ Age: _____

_____ Age: _____

_____ Age: _____

Please attach a copy of **one** of the following:

A copy of your state driver's license, Ohio State identification card, -OR- a copy of your Birth Certificate (if submitting a birth certificate you must provide a copy of utility bill for proof of residency.)

If applicant is **DISABLED** and under the age of 65, a current physician's note of verification is **required**.

Household	1 Person	2 Persons	3 Persons
Income	\$30,400	\$34,750	\$39,100

All applicants **MUST** submit a copy of 2022 tax return

Current Social Security and Pension Statement **ALONG WITH**
A current bank statement to verify income for Direct Deposit

– SIGNATURE REQUIRED –

**PLEASE RETURN APPLICATIONS TO: City of Macedonia, 9691 Valley View Rd.
Attn: Finance Dept**

WHEN THE CITY OF MACEDONIA UNDERTAKES TO REMOVE SNOW AND/OR COLLECT RUBBISH FOR THE BENEFIT OF THE PARTICIPANT, SUCH PERSON AGREES TO BE BOUND BY THE FOLLOWING:

- (1) These Programs are for the benefit of **low income residents** of the City ages 65 years or older and/or the seriously disabled or handicapped (**who have no one living with them capable of shoveling snow**).
- (2) Each party applying for the Program shall **reside at the address indicated**, and **intend to be in the City**. If for any reason either of the services above may not be needed during a significant duration such party shall immediately notify the Mayor's office when plans are changed.
- (3) **THE CITY OF MACEDONIA AND/OR THE CONTRACTOR HIRED TO PLOW CITY DRIVEWAYS AND/OR REMOVE AND DISPOSE OF RUBBISH IS NOT RESPONSIBLE FOR ANY DAMAGE DONE TO PRIVATE PROPERTY.**

 - (1) Snow removal shall not take place unless there is an accumulation of at least 3 inches of freshly fallen snow upon the area plowed; and only once in a 24 hour period. Drifting snow does not apply to accumulation of inches. The Snow Removal Program is **unable** to accommodate immediate, on demand, response to a homeowner's request for snow removal.
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 - (3) Gutter Cleaning – to take place one time per year. Gutters only on first level will be cleaned for safety reasons. Work will be performed at a time determined by the Service Director.

The City intends to utilize contractors to provide the service, but in any event, the City and its elected or appointed officials, agents, employees, and representatives shall be HELD TOTALLY HARMLESS FROM ALL LIABILITY by the undersigned participant for any damages or injuries to persons or property due to participation in the Program. The undersigned participant, and his/her heirs, successors, assigns, or agents, in consideration of the services to be provided by the City under the Program, agrees to reimburse the City fully for any and all legal expenses incurred as a result of any such claimed damages or injuries.

I HAVE READ AND FULLY UNDERSTAND AND AGREE TO ALL TERMS OF THE ABOVE AGREEMENT.

→ **APPLICANT'S SIGNATURE:** _____ Date: _____

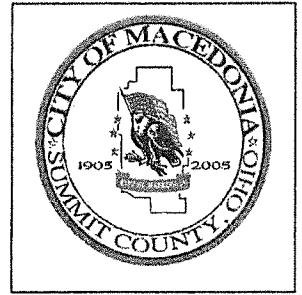


OFFICE USE ONLY-----OFFICE USE ONLY-----OFFICE USE ONLY-----OFFICE USE ONLY
THIS APPLICATION HAS BEEN ACCOMPANIED BY:

OFFICE USE ONLY
_____ type of age document. Requirement _____
OFFICE USE ONLY _____ (employee initial here)
_____ type of income doc. Requirement....Employee verification _____
OFFICE USE ONLY
_____ disability document. Requirement (if applicable)

Approved by: _____ Date: _____
Mayor Nicholas Molnar

Senior Snow Removal Service
Senior Rubbish Disposal
Senior Gutter Cleaning
Information / Guidelines



*** PLEASE READ AND INITIAL ACKNOWLEDGEMENT OF GUIDELINES. THANK YOU.**

Eligibility:

- 1. Must be 65 years or older and fall within the low income limits specified by Summit County HUD figures. Copy of driver's license or state ID of all residents residing at said property for proof of age requirements.
- 2. No one living at residence is capable of shoveling snow.
- 3. Must have physician's verification and provide financial information if under the age of 65 and is seriously disabled or handicapped.
- 4. Must reside at the address indicated and intend to be in the City during the time services are requested. If for any reason the snow removal service is not needed during a significant duration of time such party shall immediately notify the Mayor's office when plans are changed.
- 5. Failure to provide required documents will be denied.

General Information and Services Provided:

- 1. Senior Snow Removal Service is offered to Macedonia low income seniors.
- 2. This service is for snowplowing of one (1) driveway at the residence. For turnaround and circular driveways, only the driveway area close to the garage will be plowed.
- 3. Snow removal shall not take place unless there is an accumulation of at least 3 inches of freshly fallen snow upon the area plowed; and only once in a 24 hour period. Drifting snow does not apply to accumulation of inches.
- 4. Contractors will not return to clear drifts after the snow has been plowed.
- 5. Snow removal program is unable to accommodate immediate, on demand, response to a homeowner's request for snow removal. There is NO set time when the contractor will arrive.
- 6. The City of Macedonia and/or the contractor hired to plow city driveways and/or remove and dispose of rubbish is not responsible for any damage done to private property.
- 7. Contractors will only plow up to and not next to vehicles in the driveway and only up to two feet in front of garage doors. They will not wait for vehicles to be moved.
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- 9. Gutter Cleaning will take place one time at the discretion of the Public Service Director. For safety reasons only the 1st level of home will have gutters cleaned. We are unable to clean out gutters any higher.

ORIGINATOR: SERVICE DEPARTMENT

SPONSOR: Finley

**CITY OF MACEDONIA
ORDINANCE NO. 86 – 2023**

**AN ORDINANCE
PROVIDING FOR A SENIOR SNOW REMOVAL
PROGRAM FOR THE 2023-2024 WINTER SEASON**

WHEREAS, Council deems it necessary and in the best interest of the health, safety and welfare of the senior residents of the City to provide a Senior Snow Removal Program for the 2023-2024 winter season.

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

Section 1. That the Senior Snow Removal Program is hereby and herein provided for the 2023-2024 winter season within the following guidelines:

1. All applicants must be residents of the City of Macedonia;
2. All applicants must be at least 65 years old and/or disabled and have no one living within their residence capable of shoveling snow;
3. Proofs of age and disability with a current physician’s statement detailing the disability are required upon application;
4. The Program will provide one push of snow within a 24-hour period when snowfalls exceed 3” of new snow;
5. The income level of all applicants must not exceed 100% of the most recent HUD very low-income limit for the Akron, Ohio metropolitan statistical area;
6. All applicants must provide proof of income;
7. The Mayor has the discretion under extraneous circumstances to increase the income threshold on case-by-case basis; and
8. Any and all other regulations adopted by the Administration.

Section 2. The Director of Service and/or the Director of Finance is authorized to request proposals to provide this service to the City at a cost not to exceed \$17.00 per “push” along with other usual and customary regulations.

Section 3. The Director of Finance is authorized to undertake any and all action in order to carry out the funding for the 2023-2024 Senior Snow Removal Program.

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

Section 5. Wherefore, this Ordinance shall 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



FY 2023 INCOME LIMITS DOCUMENTATION SYSTEM

[HUD.gov](#) [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

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Akron, OH MSA	\$95,500	Very Low (50%) Income Limits (\$) Click for More Detail	30,400	34,750	39,100	43,400	46,900	50,350	53,850	57,300
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NOTE: **Summit County** is part of the **Akron, OH MSA**, so all information presented here applies to all of the Akron, OH MSA.

The **Akron, OH MSA** contains the following areas: Portage County, OH; and Summit County, OH.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services (HHS), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2023 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2023 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

FY2022 Median Family Income and Income Limits for Akron, OH MSA

Select a different county or county equivalent in Ohio:

- Sandusky County ▲
- Scioto County
- Seneca County
- Shelby County
- Stark County
- Summit County ▼

[Select county or county equivalent](#)

Select any FY2023 HUD Metropolitan FMR Area's Income Limits:

Akron, OH MSA ▼

[Select HMFA Income Limits Area](#)

Or press below to start over and select a different state:

[Select a new state](#)

September 2023

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The City uses the current Summit County HUD figures in the low income bracket to determine eligibility for the programs. All applicants that reside in said residence must be 65 years old and qualify with the income levels attached. The City also extends this program to residents that are under the age of 65 years old who are DISABLED and not capable of shoveling snow. A current physician's note of verification is required. They must meet the low-income requirements.

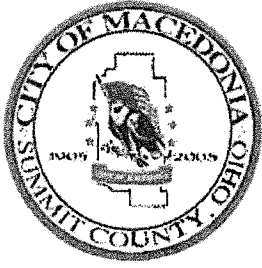
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The application for these programs is attached. If you have any questions regarding these programs, feel free to call 330-468-8330.

Sincerely,
CITY OF MACEDONIA

Nicholas Molnar
Mayor

Attachments



Senior Programs Application

2023/2024

Please return Application to
City of Macedonia- Finance Dept, 9691 Valley View Rd.

Applications must be submitted EACH year. This is an annual program offering.

Name: _____

Address: _____

Phone: _____ Applicant's Date of Birth: _____

Please indicate services requested:

- 2023/2024** Winter Snow Removal **2023/2024** Rubbish Disposal Gutter Cleaning **ALL** (performed one time)

List **ALL** persons (including yourself) residing at above address – must provide driver's license or state ID.

_____ Age: _____

_____ Age: _____

_____ Age: _____

Please attach a copy of **one** of the following:

A copy of your state driver's license, Ohio State identification card, -OR- a copy of your Birth Certificate (if submitting a birth certificate you must provide a copy of utility bill for proof of residency.)

If applicant is **DISABLED** and under the age of 65, a current physician's note of verification is **required**.

Household	1 Person	2 Persons	3 Persons
Income	\$30,400	\$34,750	\$39,100

All applicants **MUST** submit a copy of 2022 tax return

Current Social Security and Pension Statement **ALONG WITH**
A current bank statement to verify income for Direct Deposit

– SIGNATURE REQUIRED –

**PLEASE RETURN APPLICATIONS TO: City of Macedonia, 9691 Valley View Rd.
Attn: Finance Dept**

WHEN THE CITY OF MACEDONIA UNDERTAKES TO REMOVE SNOW AND/OR COLLECT RUBBISH FOR THE BENEFIT OF THE PARTICIPANT, SUCH PERSON AGREES TO BE BOUND BY THE FOLLOWING:

- (1) These Programs are for the benefit of **low income residents** of the City ages 65 years or older and/or the seriously disabled or handicapped (**who have no one living with them capable of shoveling snow**).
- (2) Each party applying for the Program shall **reside at the address indicated**, and **intend to be in the City**. If for any reason either of the services above may not be needed during a significant duration such party shall immediately notify the Mayor's office when plans are changed.
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- (1) Snow removal shall not take place unless there is an accumulation of at least 3 inches of freshly fallen snow upon the area plowed; and only once in a 24 hour period. Drifting snow does not apply to accumulation of inches. The Snow Removal Program is unable to accommodate immediate, on demand, response to a homeowner's request for snow removal.
- (2) All Rubbish Disposal applications received will be processed for the following rubbish billing cycle. Billing occurs quarterly as follows: 10/1/23 – 12/31/23; 1/1/24 – 3/31/24; 4/1/24 – 6/30/24; 7/1/24 – 9/30/24. If applied during a current billing cycle – will not be added until the following billing cycle. No pro-rating. The Rubbish Disposal program expires on 9/30/24.
- (3) Gutter Cleaning – to take place one time per year. Gutters only on first level will be cleaned for safety reasons. Work will be performed at a time determined by the Service Director.

The City intends to utilize contractors to provide the service, but in any event, the City and its elected or appointed officials, agents, employees, and representatives shall be HELD TOTALLY HARMLESS FROM ALL LIABILITY by the undersigned participant for any damages or injuries to persons or property due to participation in the Program. The undersigned participant, and his/her heirs, successors, assigns, or agents, in consideration of the services to be provided by the City under the Program, agrees to reimburse the City fully for any and all legal expenses incurred as a result of any such claimed damages or injuries.

I HAVE READ AND FULLY UNDERSTAND AND AGREE TO ALL TERMS OF THE ABOVE AGREEMENT.

→ **APPLICANT'S SIGNATURE:** _____ Date: _____



OFFICE USE ONLY-----OFFICE USE ONLY-----OFFICE USE ONLY-----OFFICE USE ONLY
THIS APPLICATION HAS BEEN ACCOMPANIED BY:

OFFICE USE ONLY _____ type of age document. Requirement _____

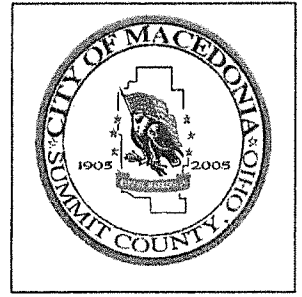
OFFICE USE ONLY _____ (employee initial here)

OFFICE USE ONLY _____ type of income doc. Requirement....Employee verification _____

OFFICE USE ONLY _____ disability document. Requirement (if applicable)

Approved by: _____ Date: _____
Mayor Nicholas Molnar

Senior Snow Removal Service
Senior Rubbish Disposal
Senior Gutter Cleaning
Information / Guidelines



*** PLEASE READ AND INITIAL ACKNOWLEDGEMENT OF GUIDELINES. THANK YOU.**

Eligibility:

- 1. Must be 65 years or older and fall within the low income limits specified by Summit County HUD figures. Copy of driver's license or state ID of all residents residing at said property for proof of age requirements.
- 2. No one living at residence is capable of shoveling snow.
- 3. Must have physician's verification and provide financial information if under the age of 65 and is seriously disabled or handicapped.
- 4. Must reside at the address indicated and intend to be in the City during the time services are requested. If for any reason the snow removal service is not needed during a significant duration of time such party shall immediately notify the Mayor's office when plans are changed.
- 5. Failure to provide required documents will be denied.

General Information and Services Provided:

- 1. Senior Snow Removal Service is offered to Macedonia low income seniors.
- 2. This service is for snowplowing of one (1) driveway at the residence. For turnaround and circular driveways, only the driveway area close to the garage will be plowed.
- 3. Snow removal shall not take place unless there is an accumulation of at least 3 inches of freshly fallen snow upon the area plowed; and only once in a 24 hour period. Drifting snow does not apply to accumulation of inches.
- 4. Contractors will not return to clear drifts after the snow has been plowed.
- 5. Snow removal program is unable to accommodate immediate, on demand, response to a homeowner's request for snow removal. There is NO set time when the contractor will arrive.
- 6. The City of Macedonia and/or the contractor hired to plow city driveways and/or remove and dispose of rubbish is not responsible for any damage done to private property.
- 7. Contractors will only plow up to and not next to vehicles in the driveway and only up to two feet in front of garage doors. They will not wait for vehicles to be moved.
- 8. Rubbish Disposal Service will go into effect for the next billing cycle. The billing cycles are as follows: 10/1/23 – 12/31/23; 1/1/24 – 3/31/24; 4/1/24 – 6/30/24; 7/1/24 – 9/30/24. If applying to program during a current billing cycle; the applicant will not be added until the next billing cycle. There will be no pro-rating. The Rubbish Disposal program will end on September 30, 2024.
- 9. Gutter Cleaning will take place one time at the discretion of the Public Service Director. For safety reasons only the 1st level of home will have gutters cleaned. We are unable to clean out gutters any higher.

ORIGINATOR: COUNCIL

SPONSOR: VENTURA

**CITY OF MACEDONIA
RESOLUTION NO. 87 - 2023**

**A RESOLUTION OPPOSING H.R. 3372, A U.S. HOUSE OF REPRESENTATIVES BILL
TO AMEND TITLE 23 OF THE U.S. CODE TO ESTABLISH A PILOT PROGRAM
CONCERNING CERTAIN 6-AXLE VEHICLES OPERATING ON THE INTERSTATE
HIGHWAY SYSTEM**

WHEREAS, on May 16, 2023, a bill, H.R. 3372 (“Bill”), was introduced in the U.S. House of Representatives, referred to the Committee on Transportation and Infrastructure on that same date, and referred to the House Subcommittee on Highways and Transit on May 23, 2023 where the Bill currently remains;

WHEREAS, among other things, the Bill proposes to amend Title 23 of the United States Code to establish a 10-year voluntary data collection pilot program concerning certain 6-axle vehicles;

WHEREAS, as part of that program, the Bill proposes to amend restrictions of the type, size and weight of certain 6-axle vehicles, including commercial trucks, that are permitted to travel on Interstate highways;

WHEREAS, the weight limit for commercial trucks traveling on Interstates within the City of Macedonia would be increased by 14% from 80,000lbs to 91,000lbs if the State of Ohio chose to participate in the pilot program, which increase would be potentially dangerous to the health and safety of City of Macedonia residents since the stopping distance for such vehicles would increase;

WHEREAS, if passed, the Bill would also place approximately 2,214 local bridges at risk which have a replacement cost of over two billion dollars, and similarly jeopardize the integrity of roadway located within the City of Macedonia;

WHEREAS, as a result of the foregoing, and being in the best interest of the health, safety and welfare of all City residents, Council for the City of Macedonia wishes to declare its opposition to H.R. 3372, which is due to go to the House of Representatives sometime in September, 2023.

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

Section 1. That Council for the City of Macedonia, Ohio hereby declares its opposition to U.S. H.R 3372 which will negatively affect commercial trucks traveling on Interstates within the City of Macedonia, Ohio.

Section 2. That the Clerk of Council is hereby instructed to send a certified copy of this resolution to the appropriate individuals/committees of the U.S. House of Representatives.

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

Section 4. Wherefore, this Resolution shall become effective upon its adoption by Council and signature of the Mayor or as otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council