



January 23, 2024

TO: Council Members
Mayor Molnar
Directors
Staff
Media

From: Clerk of Council

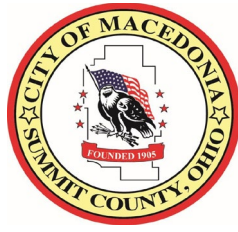
RE: **AGENDA – Public Hearing: Thursday, January 25, 2024 @ 7:15pm**

I. ROLL CALL

II. PURPOSE OF HEARING:

- **To consider an amendment to the Northfield Center Township-Macedonia Joint Economic Development District agreement regarding the addition of 2.3087 acres of land to be placed into the territory of the JEDD (ORD 101-2023)**

III. ADJOURNMENT [J. TULLEY, D. FINLEY]



January 23, 2024

TO: Council Members
Mayor Molnar
Directors
Staff
Media

From: Clerk of Council

RE: **AGENDA – Work Session & Regular Meeting: Thursday, January 25, 2024**
“Council Office Hour” with Councilor Finley: 6:15pm
Work Session: 6:45pm
Public Hearing for ORD 101-2023: 7:15pm
Council Meeting: 7:30pm

I. ROLL CALL

II. PLEDGE OF ALLEGIANCE BY MAYOR NICHOLAS MOLNAR

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

Thursday, January 11, 2024 – Regular Council Meeting

IV. PUBLIC COMMENTS

V. CORRESPONDENCE

VI. PENDING AND/OR NEW LEGISLATION

ORD.NO. 101 - 2023 [J. GARVAS, V. VENTURA]

AN EMERGENCY ORDINANCE AUTHORIZING AN AMENDMENT TO THE
NORTHFIELD CENTER TOWNSHIP-MACEDONIA JOINT ECONOMIC
DEVELOPMENT DISTRICT AGREEMENT REGARDING THE ADDITION OF 2.3087
ACRES OF LAND TO BE PLACED INTO THE TERRITORY OF THE JEDD

1st Read 12-14-23

2nd Read 1-11-24

3rd Read

ORD.NO. 2 - 2024 [J. TULLEY, J. BRANDT]

AN ORDINANCE AUTHORIZING THE PURCHASE OF A “TITAN PRO PLUS” LEAF VACUUM LOADER AND TWO “SPARTAN-STYLE” LEAF CONTAINMENT BODIES 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

RES.NO. 3 - 2024 [D. FINLEY, J. GARVAS]

A RESOLUTION AUTHORIZING THE DISPOSITION OF CERTAIN MUNICIPAL PROPERTY BY THE CITY OF MACEDONIA IN ACCORDANCE WITH CITY OF MACEDONIA CODIFIED ORDINANCE § 121.05 AND OHIO REVISED CODE § 721.15

1st Read
2nd Read
3rd Read

RES.NO. 4 - 2024 [V. VENTURA, D. FINLEY]

A RESOLUTION AUTHORIZING THE DISPOSITION OF CERTAIN MUNICIPAL PROPERTIES BY THE CITY OF MACEDONIA IN ACCORDANCE WITH CITY OF MACEDONIA CODIFIED ORDINANCE § 121.05 AND OHIO REVISED CODE § 721.15

1st Read
2nd Read
3rd Read

RES.NO. 5 - 2024 [J. TULLEY, J. GARVAS]

A RESOLUTION AUTHORIZING THE MAYOR TO COMPLETE AND EXECUTE CONSENT LEGISLATION FOR ODOT’S MAINTENANCE OF THE BRIDGE CROSSING OVER INDIAN CREEK IN THE CITY OF MACEDONIA, ODOT PID NO. 113163

1st Read
2nd Read
3rd Read

ORD.NO. 6 - 2024 [J. BRANDT, J. GARVAS]

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH B&B THEATERS REGARDING ADMISSION TAX COLLECTION & DISTRIBUTION

1st Read
2nd Read
3rd Read

VII. MOTIONS/OTHER LEGISLATIVE ACTION

- Motion to accept the following donations to the Macedonia Police Department:
 - \$50 in gas gift cards from Sherri Bevan Walsh;
 - \$40 from Judith Johnson; and
 - \$200 from the Zhu family (V. Ventura, D. Finley)

VIII. MAYOR'S REPORT

IX. COMMITTEE REPORTS

X. DEPARTMENT REPORTS

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

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

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

February

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

***Public Comment for those not able to attend in-person at the January 25th Council Meeting should be sent to Clerk of Council Jon Hoover at jhoover@macedonia.oh.us . Public comment must be received no later than the close of business on January 24th, 2024 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

February							2024
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
28	29	30	31	1 Mayor’s Court	2	3	
4	5	6	7	8 Mayor’s Court City Council Work Session + Meeting	9	10	
11	12 Planning Commission	13	14	15 Mayor’s Court	16	17	
18	19	20	21 Parks & Rec Commission BZA	22 Mayor’s Court City Council Work Session + Meeting	23	24	
25	26	27	28	29 Mayor’s Court			

Record of Proceedings
Regular Council Meeting
January 11th, 2024

1 Presiding Officer, Mayor Nicholas Molnar called the January 11th, 2024 regular Council meeting to order
2 at 7:30p.m.
3

4 **Present:** Council members Jessica Brandt, Dave Finley, Jeff Garvas, Jan Tulley and Vini J.
5 Ventura. Also present: Law Director Mark Guidetti and Clerk of Council Jon Hoover.
6

7 **INVOCATION & PLEDGE OF ALLEGIANCE**
8

9 **APPROVAL OF MINUTES:**
10

11 Ms. Brandt moved, seconded by Mr. Garvas, to **approve the minutes of the regular meeting of December**
12 **14, 2023 as received from the Clerk of Council.** The motion carried by a unanimous voice vote.
13
14

15 **ELECTION OF COUNCIL OFFICERS**
16

17 **Council President**
18

19 Mr. Ventura moved, seconded by Mr. Garvas, to nominate Ms. Brandt to the position of Council
20 President.
21

22 There being no further nominations, nominations were closed.
23

24 Mr. Ventura's motion, seconded by Mr. Garvas, electing Ms. Brandt to the position of Council President
25 carried unanimously on a roll call vote.
26

27 Roll call vote: Ayes: Councilors Brandt, Finley, Garvas, Tulley and Ventura
28 **Ms. Brandt elected Council President for 2024**
29

30 **Council Vice-President**
31

32 Ms. Brandt moved, seconded by Mr. Ventura, to nominate Mr. Garvas to the position of Council Vice-
33 President.
34

35 There being no further nominations, nominations were closed.
36

37 Ms. Brandt's motion, seconded by Mr. Ventura, electing Mr. Garvas to the position of Council Vice-
38 President carried on a majority roll call vote.
39

40 Roll call vote: Ayes: Councilors Brandt, Finley, Tulley and Ventura. Councilor Garvas
41 abstained.
42 **Mr. Garvas elected Council Vice-President for 2024**
43

44 **Finance Committee Chair**
45

46 Ms. Brandt moved, seconded by Mr. Garvas, to nominate Mr. Ventura to the position of Finance
47 Committee Chair.
48

49 There being no further nominations, nominations were closed.
50

51 Ms. Brandt's motion, seconded by Mr. Garvas, electing Mr. Ventura to the position of Finance
52 Committee Chair carried unanimously on a roll call vote.
53

Record of Proceedings
Regular Council Meeting
January 11th, 2024

54 Roll call vote: Ayes: Councilors Brandt, Finley, Garvas, Tulley and Ventura
55 **Mr. Ventura elected Finance Committee Chair**
56

57 **Council Representative to the Parks & Recreation Commission**
58

59 Mr. Garvas moved, seconded by Mr. Ventura, to nominate Ms. Brandt to the position of Council
60 Representative to the Parks & Recreation Commission.
61

62 There being no further nominations, nominations were closed.
63

64 Mr. Garvas' motion, seconded by Ms. Brandt, electing Ms. Brandt to the position of Council
65 Representative to the Parks & Recreation Commission carried unanimously on a roll call vote.
66

67 Roll call vote: Ayes: Councilors Brandt, Finley, Garvas, Tulley and Ventura
68 **Ms. Brandt elected Council Representative to the Parks &**
69 **Recreation Commission for 2024**
70

71 **PUBLIC COMMENTS:**
72

73 ~ **Mitchell Edgecomb, 57 Chelmsford Dr., Aurora**, presented a proposed ordinance to massively
74 reduce single-use waste and transition to a zero-waste shopping bag economy by eliminating the single-
75 use distribution of paper and plastic bags in retail establishments. Mr. Edgecomb also expressed that
76 polyethylene bags are not recyclable in a conventional method, have contaminated our food and water
77 resources as well as negatively impacted health.
78

79 **CORRESPONDENCE:**

80 The Clerk of Council read two e-mails addressed to Chief Ripley, the first of which came from Gary
81 David thanking FireMedics Bill Rogers and Grant Samaco for their assistance when his wife had an
82 emergency. The second e-mail was from Beverly Glass (275 Brookfield Pl) who commended FireMedics
83 Grant Samaco and Ryan Zapora for providing professional customer service when assisting her with an
84 issue at her home.
85

86 **INTRODUCTION, READINGS & ADOPTION OF LEGISLATION**
87

88 **ORDINANCE NO. 101-2023**

89 AN EMERGENCY ORDINANCE AUTHORIZING AN AMENDMENT TO THE NORTHFIELD
90 CENTER TOWNSHIP-MACEDONIA JOINT ECONOMIC DEVELOPMENT DISTRICT
91 AGREEMENT REGARDING THE ADDITION OF 2.3087 ACRES OF LAND TO BE PLACED INTO
92 THE TERRITORY OF THE JEDD was offered by Mr. Garvas for its **second reading by title only**.
93

94 The Mayor shared this ordinance would add land to the JEDD and that a public hearing will be held prior
95 to the Council meeting at 7:15pm on January 25.
96

97 **RESOLUTION NO. 1-2024**

98 A RESOLUTION AUTHORIZING THE CITY ENGINEER TO PREPARE PLANS, BIDS AND
99 SPECIFICATIONS, AND FURTHER AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS,
100 FOR VARIOUS ROADWAY IMPROVEMENTS FOR THE 2024 ROAD IMPROVEMENT
101 PROGRAM was offered by Ms. Tulley for its **first, second and third readings by title only**. Seconded
102 by Mr. Finley. The motion carried unanimously by a voice vote.
103

104 Dir. Gigliotti provided a presentation on road conditions in the City along with the latest Pavement
105 Conditions Rating report.
106

Record of Proceedings
Regular Council Meeting
January 11th, 2024

107 Mr. Garvas asked whether Dir. Gigliotti envisioned a point where the annual paving the City has
108 traditionally done would not be necessary for a couple years in lieu of simple maintenance. Dir. Gigliotti
109 responded that he does not envision such a scenario and that it is important to maintain a steady annual
110 road program. He further added that by the time you finish repaving all of the roads, some of the roads
111 paved earlier would likely need attention again.

112
113 The Mayor noted that prior to 2015 the City did not have a road program due to insufficient funding, and
114 thanked the residents for passing that levy.

115
116 Ms. Tulley moved, second by Mr. Finley, to **adopt RES.NO. 1-2024 and post the same according to**
117 **law.** Motion carried by a unanimous voice vote. **RES.NO. 1-2024 declared and adopted.**

118
119

120 **MOTIONS / OTHER LEGISLATIVE ACTION:**

121

122 Mr. Finley moved, second by Ms. Brandt, to **accept donations from Ed and Fran Kuchar to the City**
123 **of Macedonia, Ohio, in the amount of \$1,200 for Police Department purposes, and in the amount of**
124 **\$1,200 for Fire Department purposes.** Motion carried by a unanimous voice vote.

125

126 The Mayor thanked the Kuchars for these donations.

127

128 Mr. Garvas moved, second by Mr. Ventura, to **cancel the March 28, 2024 regular Council meeting.**
129 **Motion carried by a unanimous voice vote.**

130

131

132 **MAYOR'S REPORT**

133

134 ~Mayor's Court revenue for October 2023 was \$33,664.63, November 2023 was \$35,177.22 and
135 December 2023 was \$29,935.00

136 ~Condolences to the family of Bob Roloff, a Service Department employee, who passed away on
137 December 30

138 ~Congratulations to Rick Rizzo on his retirement from the Police Department!

139 ~The Mayor read a newsletter put out by Summit Co. Prosecutor Sherri Bevan Walsh
140 commending Chief Yakopovich and the Macedonia Police Department for their work on a case
141 that resulted in the conviction of a Macedonia resident to a life sentence

142 ~Please don't drive distracted—put the phones down and drive your car!

143

144

145 **COMMITTEE REPORTS**

146

147 **Parks & Recreation Commission:** Ms. Brandt thanked Council for re-electing her as the Council
148 Representative to the Commission and looks forward to another year. The next meeting will be on
149 Wednesday, January 17 at 6pm. There will be an opening on the Commission, so if any resident is
150 interested, they can attend the meeting and contact the Mayor, who traditionally appoints residents to the
151 Commission.

152

153 **Finance Committee:** Mr. Ventura thanked everyone for re-electing him to chair the Finance Committee,
154 as well as the Finance Director.

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Record of Proceedings
Regular Council Meeting
January 11th, 2024

DEPARTMENT REPORTS

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Service Department: Director Wilson – We extend our deepest sympathies to the Roloff family. Holiday lights will be down by January 15. The mirror on North Freeway Drive was repaired. The Service Department will be ready for the cold snap predicted next week.

Engineer: Director Gigliotti – Thanks to Council for passage of Resolution 1-2024

Parks and Recreation Department: – Director Chadock – Welcome Ms. Brandt again to the Parks & Recreation Commission. The HVAC project is slated to go ahead in the Spring and hopes to inform Council in March as to which two-week period the Recreation Center will be closed. The family changing room and pool deck will be two high priority projects this year. 2024 events planning is complete. Revenue surpassed \$1 million in 2023, which was \$155,000 more than in 2022.

Finance Department: Director Veres – Absent

IT Department: Director Collins – Major projects include new photography devices for the patrolmen to document evidence, office changes and new hires, and getting software renewals squared away for the new year.

Building Department: Commissioner Rodic – TRW Construction has begun mobilizing to demolish the two properties on Shepard and Twinsburg Roads. 1,184 permits were issued in 2023, 870 of which were residential and 314 commercial. Just over 1,500 inspections occurred. 726 contractors were registered. Revenue from the contractor registration and permitting was just over \$430,000.

HR Department: Director Smith – Closing out 2023 programs and preparing for 2024.

Fire Department: Chief Ripley – There were 50 less calls in 2023 than were in 2022—EMS was about the same, but less fire. EMS collections up approximately 14%. About \$10,000 worth of rope rescue equipment was received for the City’s use, although it is owned by the Cuyahoga Valley Park district. A unique partnership exists where local fire departments perform rescue work rather than park rangers. Thanks to the Kuchars for their donation.

Police Department: Chief Yakopovich – Welcome Officer Dailey to the Police Department as an SRO. Thanks to Ed and Fran Kuchar for their donation. Appreciate the Top Cop designation from the County Prosecutor, but it was truly a group effort.

Law Department: Director Guidetti – Thanks to his grandfather who served as a medic in Normandy during World War II as well as all veterans, who should be recognized year-round.

UNFINISHED BUSINESS: None

NEW BUSINESS: Ms. Tulley commended dispatch and the patrol officers for their quick attention to a recently broken down car at the intersection of Route 82 and State Highway 8. Ms. Tulley also congratulated the Nordonia girls swimming team, and specifically Hailey Kaminski, for their performance at a recent swim meet.

There being no further business, Mr. Ventura moved, second by Mr. Garvas, to **adjourn the meeting**. The motion passed **unanimously** pursuant to a voice vote and the meeting was adjourned at approximately 8:10p.m.

Record of Proceedings
Regular Council Meeting
January 11th, 2024

213 **Date:** _____

214

215

216

Attest: _____

217

Jon Hoover, Clerk of Council

218

219

220 **Mayor:** _____

221

Nicholas Molnar

222

ORIGINATOR: ADMINISTRATION

SPONSOR: Garvas

**CITY OF MACEDONIA
ORDINANCE NO. 101 – 2023**

**AN EMERGENCY ORDINANCE AUTHORIZING AN AMENDMENT TO THE
NORTHFIELD CENTER TOWNSHIP-MACEDONIA JOINT ECONOMIC
DEVELOPMENT DISTRICT AGREEMENT REGARDING THE
ADDITION OF 2.3087 ACRES OF LAND TO BE PLACED INTO THE TERRITORY OF
THE JEDD**

WHEREAS, upon petition from the owner of the real property described herein, which petition is attached hereto as Exhibit “A” and incorporated herein by reference, the City of Macedonia deems it in the best interest of the health, safety and welfare of all City residents to add to the Northfield-Macedonia Joint Economic Development District (“JEDD”) certain real property located along State Route 82 in Northfield Center Township, Ohio and adjacent to the existing JEDD, comprising a total of 2.3087 acres as more fully described below; and

WHEREAS, the property to be included is located within Northfield Center Township, no electors reside within the property to be included, and the property to be included does not include any parcel of land either owned in fee or leased to a municipal corporation or township; and

WHEREAS, a copy of this Ordinance shall be forwarded to the JEDD Board regarding consideration of a resolution amending the JEDD so as to add these properties within the territory of the JEDD; and

WHEREAS, as is required by the JEDD agreement, Northfield Center Township is to undertake appropriate legislative action to confirm the addition of this property to the territory of the JEDD within thirty (30) days of the adoption of this Ordinance by the City of Macedonia; and

WHEREAS, upon or simultaneously with the passage of this Ordinance, Northfield Center Township will timely adopt appropriate legislative action doing the same; and

WHEREAS, prior to the adoption of the appropriate legislative action by both the City and the Township, the City will hold public hearings on this amendment following the procedures set forth in Ohio Revised Code Section 715.72 and shall make available prior to that hearing for public inspection a copy of this amendment, including a description of the area to be added to the JEDD, and a map of that area in sufficient detail to denote the specific boundaries of the area and to indicate any zoning restrictions applicable to the area.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Macedonia, Summit County, Ohio, not less than two-thirds of all the members thereof concurring, that:

Section 1. That this amendment to the Northfield Center Township-Macedonia Joint Economic Development District contract, as previously amended, regarding the addition of the 2.3087 acres of real property is hereby and herein approved conditioned upon completion of the requirements set for in Ohio Revised Code Section 715.72, which includes publication and public hearings. Legal descriptions of the subject properties are attached hereto as Exhibit “B” and incorporated herein by reference, and includes the following parcels of real property: a 1.4033-acre parcel of land identified as permanent parcel number (“P.P.N.”) 40-04500; and a .9054-acre parcel of land identified as P.P.N. 40-04501 immediately adjacent to the Eastern Boundary of P.P.N. 40-04500. The portion of the legal description set forth within Exhibit B describing P.P.N. 45-05615 located in Sagamore Hills Township is not part of the land owner’s petition, is not eligible or intended to be addended, and is therefore excluded from this addendum.

Section 2. That a public hearing with regards to the proposed addition of land to the JEDD territory was ultimately scheduled and held before the Macedonia City Council for the 25th day of January, 2024 at 7:15 p.m.

Section 3. That pursuant to Ohio Revised Code Section 715.72, the Clerk of Council was authorized and instructed to provide at least thirty (30) days public notice of the time and the place of the public hearing in a newspaper of general circulation in the City of Macedonia and shall further make available for public inspection in the Office of the Clerk a copy of the contract creating the District, and a description of the area to be included in the JEDD, including a map with boundaries and zoning restrictions.

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

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

EXHIBIT A

August 3, 2023

Secretary of JEDD Board
Northfield-Macedonia JEDD Board
9691 Valley View Rd.
Macedonia, OH 44056

RE: Petition for Property to be added to the JEDD

Dear Secretary of JEDD Board,

As an update to the letter submitted previously on June 28, 2023, please be advised that upon the date of this letter, the undersigned petitions that the property identified as Parcel #40-04500 (ALT ID NF00500C2007000) and #40-04501 (ALT ID NF00500C2008000) collectively identified as 80-98 West Aurora Road, Northfield Center Township, Ohio 44067 be added to the JEDD.

The current zoning for these parcels is TC – Town Center and the intended use of the property is a dental office. We will provide a legal description separately upon request.

Thank you,



NDG Realty, LLC

EXHIBIT A



ALBER & RICE

SURVEYING | CIVIL + STRUCTURAL ENGINEERS
31913 Cook Road | N Ridgeville | OH | 44039

April 18, 2022

Description of a 1.4033 Acre Parcel (Parcel A)

Located in the Township of Northfield Center Township, County of Summit, State of Ohio and being part of Original Northfield Township Lot No. 56, and being part of a parcel of land now or formerly owned by NDG REALTY, LLC, by a deed recorded in Document No. 56729323 of the Summit County Records:

Beginning at the intersection of the centerline of West Aurora Road S.R. 82 a 60' wide public right of way and the centerline of Brandywine Road a 60' wide public right of way; Thence, S 89°57'43" W, along the centerline of said West Aurora Road, a distance of 877.35 feet to a point and the true place of beginning (passing over a 3/4" iron bar found in a monument box at 164.94 feet from said centerline intersection);

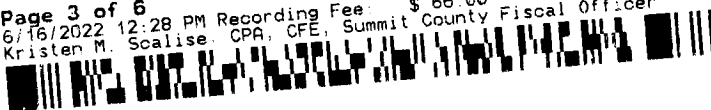
Thence, S 00°02'17" E, a distance of 292.22 feet to a 5/8" iron bar with cap #7503 set (passing over a 5/8" iron bar with cap #7503 set on the south Right of Way line of said West Aurora Road 30.00 feet from the centerline);

Thence, S 89°49'11" W, along the north line of Brandywine Homesteads Subdivision No. 3 as recorded in Plat Book 53 Page 26 of the Summit County Records, a distance of 209.00 feet to a point (witnessed by a 5/8" iron bar with Apex cap found 14.50 feet north);

Thence, N 00°02'17" W, along the east line of a parcel of land now or formerly owned by KWCR Northfield, LLC by a deed recorded in Document No. 55956842 of the Summit County Records, a distance of 292.74 feet to a point (passing over a 5/8" iron bar with Apex cap found at 14.50 feet and a 5/8" iron bar found on the South right of way line of said West Aurora Road 30.00 feet from the centerline);

DOC # 56747178

Page 3 of 6
6/16/2022 12:28 PM Recording Fee: \$ 66.00
Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer



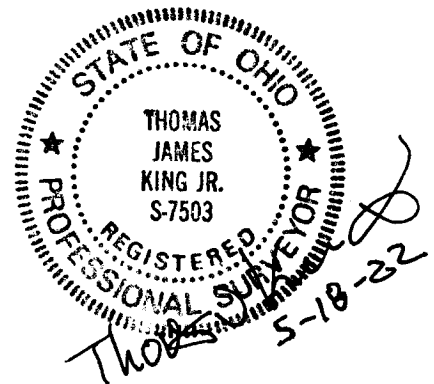


Thence, N 89°57'43" E, along the centerline of said West Aurora Road a distance of 209.00 feet to a point and the true place of beginning;

The above described parcel of land contains 1.4033 acres of which 0.1439 acres lies within the right of way of said West Aurora Road as surveyed by Thomas J. King Jr. P.S. #7503 of Alber and Rice Engineers & Surveyors of North Ridgeville, Ohio in April of 2022.

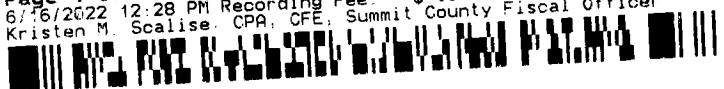
The basis of Bearings for this description is grid north Ohio Coordinate System north zone NAD 1983 (2011) Referenced to ODOT VRS.

4004500
NF00500C2007000



DOC # 56747178

Page 4 of 6
6/16/2022 12:28 PM Recording Fee: \$ 66.00
Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer





April 18, 2022

Description of a 2.1139 Acre Parcel (Parcel B)

Located in the Township of Sagamore Hills and the Township of Northfield Center Township, County of Summit, State of Ohio and being part of Original Northfield Township Lot No. 56, and being part of a parcel of land now or formerly owned by NDG REALTY, LLC, by a deed recorded in Document No. 56729323 of the Summit County Records:

Beginning at the intersection of the centerline of West Aurora Road S.R. 82 a 60' wide public right of way and the centerline of Brandywine Road a 60' wide public right of way; Thence, N 89°57'43" E, along the centerline of said West Aurora Road, a distance of 720.77 feet to a point (passing over a 3/4" iron bar found in a monument box at 164.94 feet from said centerline intersection);

Thence, S 00°07'18" E, along the west line of a parcel of land now or formerly owned by Almari Mohammad by a deed recorded in Document No. 56506778 of the Summit County Records, a distance of 197.49 feet to a 5/8" iron bar found (passing over a 5/8" iron bar found on the south Right of Way line of said West Aurora Road 30.00 feet from the centerline 0.16' (W) 0.00' (N));

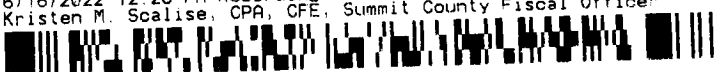
Thence, S 89°47'20" E, along the south line of said Mohammad parcel a distance of 158.21 feet to a 5/8" iron bar with cap #7809 found 0.16'(S) 0.00' (N);

Thence, S 00°45'47" E, along the west line of a parcel of land now or formerly owned by The Broad of Trustees Northfield Center Township by a deed recorded in Document No. _____ of the Summit County Records, a distance of 195.31 feet to a 5/8" iron bar with Apex cap found;

Thence, S 89°52'35" W, along the north line of a parcel of land now or formerly owned by Christian A & Miranda L Gould by a deed recorded in Document No. 56540231 and a parcel of land now or formerly owned by John William Palmer & Sizanne Simmons Palmer Trustees by a deed recorded in Document No. 55262930 of the Summit County Records, a distance of 308.42 feet to a 3/4" iron pipe found;

DOC # 56747178

Page 5 of 6
6/16/2022 12:28 PM Recording Fee: \$ 66.00
Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer





Thence, N 00°34'40" W, along the northerly line of Brandywine Homesteads Subdivision No. 3 as recorded in Plat Book 53 Page 26 of the Summit County Records, a distance of 101.74 feet to a 1" lead filled iron pipe found;

Thence, S 89°49'11" W, along the north line of said Brandywine Homesteads Subdivision No. 3 as recorded in Plat Book 53 Page 26 of the Summit County Records, a distance of 8.17 feet to a 5/8" iron bar with cap #7503 set;

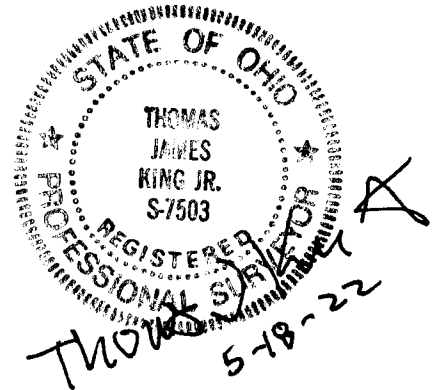
Thence, N 00°02'17" W, a distance of 292.22 feet to a point and the true place of beginning (passing over a 5/8" iron bar with cap #7503 set on the south right of way line of said West Aurora Road 30.00 feet from the centerline);

The above described parcel of land contains 2.1139 acres of which 0.1079 acres lies within the right of way of said West Aurora Road as surveyed by Thomas J. King Jr. P.S. #7503 of Alber and Rice Engineers & Surveyors of North Ridgeville, Ohio in April of 2022.

The basis of Bearings for this description is grid north Ohio Coordinate System north zone NAD 1983 (2011) Referenced to ODOT VRS.

4004501
NF00500C2008000

4505615
NF00500C2004000



DOC # 56747178

Page 6 of 6
6/16/2022 12:28 PM Recording Fee: \$ 66.00
Kristen M. Scalise, CPA, CFE, Summit County Fiscal Officer



ORIGINATOR: SERVICE DEPARTMENT

SPONSOR: Tulley

**CITY OF MACEDONIA
ORDINANCE NO. 2 – 2024**

**AN ORDINANCE
AUTHORIZING THE PURCHASE OF A “TITAN PRO PLUS” LEAF VACUUM
LOADER AND TWO “SPARTAN-STYLE” LEAF CONTAINMENT BODIES FROM
BELL EQUIPMENT COMPANY THROUGH THE HOUSTON-GALVESTON AREA
COUNCIL COOPERATIVE PURSHASING PROGRAM FOR USE BY THE SERVICE
DEPARTMENT**

WHEREAS, it is periodically necessary to procure leaf management 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 one (1) new Titan Pro Plus Leaf Vacuum Loader with standard equipment plus options, as well as two (2) 20-yard Spartan-Style Leaf Containment Bodies, at the anticipated cost of \$160,180.60, all for the City of Macedonia Service Department, through the Houston-Galveston Area Council national governmental cooperative procurement program (“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 the above equipment 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 the Mayor to enter into a purchase agreement with Bell Equipment Company to purchase one (1) new Titan Pro Plus Leaf Vacuum Loader with standard equipment plus options, and two (2) 20-yard Spartan-Style Leaf Containment Bodies through the HGACBuy governmental cooperative purchasing program, Contract No. GR01-20, as set forth on the documentation 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: January 22, 2024
Quote prepared for: Dan Wilson
 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
	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		\$ 104,605.08
2	20 yd. Spartan Style Leaf Containment Body - 11'-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		\$ 55,575.52

Plus any applicable taxes

Delivery: TBD

F.O.B. Macedonia , OH

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.

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - - Public Services - - 19-01112

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Carolina Tractor & Equipment Company, hereinafter referred to as the Contractor, having its principal place of business at 9000 Statesville Road, Charlotte, NC 28269.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jan 01 2020 and ends Dec 31 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - - Public Services -

19-01112

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, **Contractor** develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of **Contractor's** written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

***EXCEPTION:** This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Attachment A
Grounds & Turf Equipment
Contract No. GR01-20

H-GAC Product Code	Item Description	Discount
GR20AAH1	Titan Leaf rch - Catalog Pricing Effective 8/1/2019	1%
GR20AAH2	Titan Leaf - Catalog Pricing Effective 8/1/2019	1%
GR20AAH3	Titan Leaf Box (Containments) - Catalog Pricing Effective 8/1/2019	2%
GR20AAG1	Spartan Leaf Pricing Catalog Effective 8/1/2019	1%
GR20AAG2	Spartan Hook Lift Pricing Catalog Effective 8/1/2019	1%

ORIGINATOR: FIRE DEPARTMENT

SPONSOR: Finley

**CITY OF MACEDONIA
RESOLUTION NO. 3 - 2024**

A RESOLUTION

**AUTHORIZING THE DISPOSITION OF CERTAIN MUNICIPAL PROPERTY BY THE
CITY OF MACEDONIA IN ACCORDANCE WITH CITY OF MACEDONIA CODIFIED
ORDINANCE § 121.05 AND OHIO REVISED CODE § 721.15**

WHEREAS, the City of Macedonia Fire Department is in possession of a fire truck – a 1999 Pierce Dash 200 Pumper, VIN No. 4P1CT02S7XA001452, that is no longer needed for public use, or is obsolete or unfit for the use for which it was acquired; and

WHEREAS, City Codified Ordinance § 121.05 as well as Ohio Revised Code § 721.15 provide for the disposition of personal municipal property, including obsolete, or unfit equipment no longer needed for public use, or for the use for which the property was acquired, including the disposition of such property via internet auction to be authorized by the legislative authority of the municipal corporation; and

WHEREAS, Council desires to dispose of such municipal property by way of internet auction pursuant to City Codified Ordinance § 121.05 as well as Ohio Revised Code § 721.15; and

WHEREAS, Council deems it necessary and in the best interest to the health, safety and welfare of all City residents to dispose of such municipal property by internet auction.

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

Section 1. That the Fire Chief for the City of Macedonia has recommended that the fire truck, known as a 1999 Pierce Dash 200 Pumper, VIN No. 4P1CT02S7XA001452, that is currently in the possession of the City of Macedonia’s Fire Department, be disposed of by internet auction after having determined that such property is no longer needed for public use, or is obsolete or unfit for the use for which it was acquired.

Section 2. That upon review of the information provided by the Fire Department and its Chief, Council hereby authorizes the sale of the property by internet auction, such property being no longer needed for public use, or is obsolete or unfit for the use for which it was acquired.

Section 3. The sale of the property shall be conducted by the Fire Chief through the internet auction site:

GovDeals
100 Capital Commerce Blvd., Suite 110
Montgomery, AL 36117
www.govdeals.com

Section 4. The municipal property sold by internet auction shall be available for public bid for a minimum of fifteen (15) calendar days, including Saturdays, Sundays and legal holidays, allotted for bidding, and the property to have a minimum reserve pricing as to be determined by the Fire Chief. If the property is not sold at internet auction, it may be disposed of by salvage or other appropriate means as determined by the Fire Chief.

Section 5. 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 6. 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: FIRE DEPARTMENT

SPONSOR: Ventura

**CITY OF MACEDONIA
RESOLUTION NO. 4 - 2024**

**A RESOLUTION
AUTHORIZING THE DISPOSITION OF CERTAIN MUNICIPAL PROPERTIES BY
THE CITY OF MACEDONIA IN ACCORDANCE WITH CITY OF MACEDONIA
CODIFIED ORDINANCE § 121.05 AND OHIO REVISED CODE § 721.15**

WHEREAS, the City of Macedonia Fire Department is in possession of the following surplus hydraulic rescue equipment:

- one (1) spreader unit;
- one (1) cutter unit;
- one (1) combo tool;
- two (2) rams; and
- one (1) tri-power power unit and miscellaneous hoses.

WHEREAS, the above rescue equipment is surplus for the City and, as such, is no longer needed for public use; and

WHEREAS, City Codified Ordinance § 121.05 as well as Ohio Revised Code § 721.15 provide for the disposition of personal municipal property, including obsolete, or unfit equipment no longer needed for public use, or for the use for which the property was acquired, including the disposition of such property via internet auction to be authorized by the legislative authority of the municipal corporation; and

WHEREAS, Council desires to dispose of such municipal properties by way of internet auction pursuant to City Codified Ordinance § 121.05 as well as Ohio Revised Code § 721.15; and

WHEREAS, Council deems it necessary and in the best interest to the health, safety and welfare of all City residents to dispose of such municipal properties by internet auction.

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

Section 1. That the Fire Chief for the City of Macedonia has recommended that the following hydraulic rescue equipment be disposed of by internet auction after having determined that such tools are no longer needed for public use: one (1) spreader unit, one (1) cutter unit, one (1) combo tool, two (2) rams, one (1) tri-power power unit and miscellaneous hoses, that are currently in the possession of the City of Macedonia's Fire Department.

Section 2. That upon review of the information provided by the Fire Department and its Chief, Council hereby authorizes the sale of the properties by internet auction, such properties being no longer needed for public use.

Section 3. The sale of the properties shall be conducted by the Fire Chief through the internet auction site:

GovDeals
100 Capital Commerce Blvd., Suite 110
Montgomery, AL 36117
www.govdeals.com

Section 4. The municipal properties sold by internet auction shall be available for public bid for a minimum of fifteen (15) calendar days, including Saturdays, Sundays and legal holidays, allotted for bidding, with no minimum reserve pricing. If the property is not sold at internet auction, it may be disposed of by salvage or other appropriate means as determined by the Fire Chief.

Section 5. 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 6. 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: Tulley

**CITY OF MACEDONIA
RESOLUTION NO. 5 - 2024**

**A RESOLUTION
AUTHORIZING THE MAYOR TO COMPLETE AND EXECUTE CONSENT
LEGISLATION FOR ODOT'S MAINTENANCE OF THE BRIDGE CROSSING OVER
INDIAN CREEK IN THE CITY OF MACEDONIA, ODOT PID NO. 113163**

WHEREAS, the State of Ohio has identified, and the City of Macedonia recognizes, the need for maintenance of the bridge crossing over Indian Creek in the City of Macedonia; and

WHEREAS, the Ohio Department of Transportation ("ODOT") requires that, pursuant to Ohio Revised Code § 5521.01, a preliminary Consent Legislation form and a Certificate of Copy be executed and returned pursuant to the instruction in the legislation confirming the City's consent to said project; and

WHEREAS, Council deems it necessary and in the best interest of the health, safety and welfare of all City residents to give consent to the State Director of Transportation to complete channel clean out and spall removal on the bridge over Indian Creek in the City of Macedonia, known as SFN 7706928 SUM-SR-82 4.221, through ODOT program D04 BH FY2025 (West), in accordance with the project parameters for ODOT PID No. 113163.

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

Section 1. The Mayor is hereby authorized to oversee the completion and execution of the preliminary Consent Legislation form, attached hereto as Exhibit "A" and incorporated herein by reference, regarding Project – PID No. 113163, giving the City's consent for the project as the local public agency ("LPA"), and to otherwise cooperate with the Director of Transportation in the above-described project pursuant to the terms set forth in Exhibit A.

Section 2. That the Clerk of Council of the City of Macedonia is authorized and directed to complete the Certificate of Copy attached hereto and incorporated herein by reference as Exhibit "B," and forward the requisite documents to ODOT upon completion of the same.

Section 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution 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 Resolution shall take effect upon adoption by Council and signature of the Mayor or after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

CONSENT LEGISLATION
RC 5521.01

Ordinance/Resolution# _____
PID No. 113163
County/Route/Section D04 BH FY2025 (West)

The following is _____ enacted by the City of Macedonia of Summit
(Ordinance/Resolution) (Local Public Agency)
County, Ohio, hereinafter referred to as the Local Public Agency (LPA).

SECTION I - Project Description

WHEREAS, the (LPA/STATE) has identified the need for the described project:

Channel clean out and spall removal on SFN 7706928 SUM-SR-82 4.221 bridge over Indian Creek in the City of Macedonia.

NOW THEREFORE, be it ordained by the City of Macedonia of Summit County, Ohio.
(LPA)

SECTION II - Consent Statement

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the above-described project as follows:

The State shall assume and bear 100% of all of the costs of the improvement.

The LPA further agrees to pay One Hundred Percent (100%) of the cost of those features requested by the LPA which are determined by the State and Federal Highway Administration to be unnecessary for the Project.

SECTION IV - Utilities and Right-of-Way Statement

The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of way costs include eligible utility costs.

SECTION V - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

SECTION VI - Authority to Sign

The _____ of said _____ City of Macedonia _____ is hereby empowered
(Contractual Agent) (LPA)
on behalf of the _____ City of Macedonia _____ to enter into contracts with the Director of
(LPA)
Transportation which is necessary to complete the above-described project.

Passed: _____,
(Date)

Attested: _____ (Clerk) _____ (Officer of LPA - title)

Attested: _____ (Title) _____ (President of Council)

This _____ is hereby declared to be an emergency measure to
(Ordinance/Resolution)
expedite the highway project(s) and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

EXHIBIT "B"

CERTIFICATE OF COPY
STATE OF OHIO

City of Macedonia of Summit County, Ohio,
 (LPA)
 _____, as Clerk of the City of Macedonia
 (LPA)
 of Summit County, Ohio, do hereby certify that the forgoing is a true and
 correct copy of _____ adopted by the legislative Authority of the said
 (Ordinance/Resolution)
City of Macedonia on the _____ day of _____, 20____
 (LPA)
 that the publication of such _____ has been made and certified of
 (Ordinance/Resolution)
 record according to law; that no proceedings looking to a referendum upon such
 _____ have been taken; and that such _____
 (Ordinance/Resolution) (Ordinance/Resolution)
 and certificate of publication thereof are of record in _____ Page _____
 (Ordinance/Resolution Record No.)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, if applicable, this _____ day of _____,

CITY SEAL

Clerk

City of Macedonia of Summit County, Ohio
 (LPA)
 (If the LPA is designated as a City then the "City Seal" is required. If no Seal, then a letter stating "No Seal is required to accompany the executed legislation.)

The foregoing is accepted as a basis for proceeding with the project herein described.
 For the City of Macedonia of Summit County, Ohio
 (LPA)

Attest: _____, Date _____

For the State of Ohio

Attest: _____, Date _____
 Director, Ohio Department of Transportation

ORIGINATOR: ADMINISTRATION

SPONSOR: Brandt

**CITY OF MACEDONIA
ORDINANCE NO. 6 - 2024**

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH B&B THEATERS REGARDING ADMISSION TAX COLLECTION &
DISTRIBUTION**

WHEREAS, the City of Macedonia, Ohio, as a chartered municipality of the State of Ohio with the associated home rule powers afforded by the Constitution for the State of Ohio, has enacted a local tax regulations, known as Title Nine, "Taxation," which include Chapter 189, "Admissions Tax," as part of the City of Macedonia Codified Ordinances; and

WHEREAS, Section 189.02 levies and imposes a tax of 5% on any admission charge paid by persons in connection with certain business activities that occur within the City, such as, and including, amounts paid for tickets or cards of admission to movie theaters; and

WHEREAS, the admission tax was created in order to provide additional revenue to the City for use in meeting its general operating expenses; and

WHEREAS, the City has previously received approximately \$75,000 in annual admission tax collected from current (soon to be former) "Cinemark" movie theatre location within the Macedonia Commons; and

WHEREAS, B&B Theatres has proposed to lease that location and invest significant funds to redevelop and modernize the location, which will continue to be operated as a movie theatre; and

WHEREAS, in order to encourage the redevelopment and modernization of the B&B location within Macedonia Commons, the City Administration, including its Director of Finance, recommends that a portion of the admission taxes collected by B&B Theatres' operation at the location be refunded in a limited amount, and for a limited period of time, as set forth below.

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

Section 1. That Council finds and determines that it is in the best interest of the City to authorize, and hereby authorizes, the Mayor to enter into an agreement with B&B Theatres, in a form approved by the City Director of Law, to refund B&B Theatres 50% of any admission tax collected by B&B Theatres over \$75,000 and paid to the City's Director of Finance under Chapter 189 of the City's Codified Ordinances, along with any additional requirements as may be required by the Administration.

Section 2. That the refund set forth in Section 1 shall be for no longer than 10 years from the date admission tax is collected by B&B Theatres.

Section 3. That Council authorizes said refund to be paid out of the admission tax received from B&B Theatres and deposited into the General Fund.

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