

February 6, 2024

TO: Council Members  
Mayor Molnar  
Directors  
Staff  
Media

From: Clerk of Council

RE: **AGENDA – Work Session & Regular Meeting: Thursday, February 8, 2024**  
**“Council Office Hour” with Councilor Garvas: 6:30pm**  
**Work Session: 7:00pm**  
**Council Meeting: 7:30pm**

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I. **ROLL CALL**

II. **PLEDGE OF ALLEGIANCE BY MAYOR NICHOLAS MOLNAR**

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

Thursday, January 25, 2024 – Regular Council Meeting

IV. **PUBLIC COMMENTS**

V. **CORRESPONDENCE**

VI. **PENDING AND/OR NEW LEGISLATION**

**ORD.NO. 7 - 2024** [J. GARVAS, D. FINLEY]

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL IN ORDER TO ACCEPT ENERGIZED COMMUNITY GRANT(S)

1<sup>st</sup> Read  
2<sup>nd</sup> Read  
3<sup>rd</sup> Read

**ORD.NO. 8 - 2024 [V. VENTURA, J. BRANDT]**

AN ORDINANCE AUTHORIZING A TAX EXEMPTION FOR REAL PROPERTY OWNED BY DDR HD & C, LLC IN THE CITY'S COMMUNITY REINVESTMENT AREA, AND DETERMINING THE TIME PERIOD FOR SAID EXEMPTION

1<sup>st</sup> Read  
2<sup>nd</sup> Read  
3<sup>rd</sup> Read

**ORD.NO. 9 - 2024 [J. TULLEY, J. GARVAS]**

AN ORDINANCE APPROPRIATING FUNDS FOR THE PRESERVATION OF CITY OF MACEDONIA HISTORICAL ITEMS BY THE HISTORICAL SOCIETY OF OLDE NORTHFIELD

1<sup>st</sup> Read  
2<sup>nd</sup> Read  
3<sup>rd</sup> Read

**RES.NO. 10 - 2024 [J. BRANDT, V. VENTURA]**

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF KELLY LYN WESTBROOKS JOYCE, M.D., TO THE PARKS AND RECREATION COMMISSION

1<sup>st</sup> Read  
2<sup>nd</sup> Read  
3<sup>rd</sup> Read

**RES.NO. 11 - 2024 [D. FINLEY, J. TULLEY]**

A RESOLUTION AUTHORIZING THE CITY ENGINEER TO PREPARE PLANS, BIDS AND SPECIFICATIONS, AND FURTHER AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS, TO RESURFACE WALTERS ROAD

1<sup>st</sup> Read  
2<sup>nd</sup> Read  
3<sup>rd</sup> Read

**RES.NO. 12 - 2024 [J. GARVAS, D. FINLEY]**

A RESOLUTION AUTHORIZING THE CITY ENGINEER TO PREPARE PLANS, BIDS AND SPECIFICATIONS, AND FURTHER AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS, FOR CERTAIN IMPROVEMENTS TO THE LONGWOOD PARK DRIVEWAY IN THE CITY OF MACEDONIA

1<sup>st</sup> Read  
2<sup>nd</sup> Read  
3<sup>rd</sup> Read

**VII. MOTIONS/OTHER LEGISLATIVE ACTION**

**VIII. MAYOR'S REPORT**

**IX. COMMITTEE REPORTS**

**X. DEPARTMENT REPORTS**

Service Department:	Director Daniel Wilson
Engineer Department:	Director Joe Gigliotti
Parks & Recreation Department:	Director Jason Chadock
Finance Department:	Director John Veres
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 [J. TULLEY, D. FINLEY]**

# February

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

**\*Public Comment for those not able to attend in-person at the February 8th Council Meeting should be sent to Clerk of Council Jon Hoover at [jhoover@macedonia.oh.us](mailto:jhoover@macedonia.oh.us) . Public comment must be received no later than the close of business on February 7th, 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](http://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 Presidents Day	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

Public Hearing

January 25, 2024

1 Presiding Officer, Mayor Nicholas Molnar called the January 25th Public Hearing to order at 7:17p.m.

2  
3 **Present:** Council members Jessica Brandt, Dave Finley, Jeff Garvas, Jan Tulley and Vini J.  
4 Ventura. Also present: Law Director Mark Guidetti and Clerk of Council Jon Hoover  
5

6  
7 **PURPOSE OF HEARING:**

8  
9 **ORD. NO. 101-2023**

10 AN EMERGENCY ORDINANCE AUTHORIZING AN AMENDMENT TO THE NORTHFIELD  
11 CENTER TOWNSHIP-MACEDONIA JOINT ECONOMIC DEVELOPMENT DISTRICT  
12 AGREEMENT REGARDING THE ADDITION OF 2.3087 ACRES OF LAND TO BE PLACED INTO  
13 THE TERRITORY OF THE JEDD  
14

15 **PUBLIC COMMENTS:** None

16  
17 The Mayor stated Nordonia Dental requested being added to the JEDD to assist them in zoning issues.  
18 This is also a benefit to Macedonia as well as Northfield Center Township.  
19

20 Dir. Guidetti stated that Northfield Center must follow a similar track by passing their own resolution.  
21 Once both municipalities pass these approvals, the JEDD Board will reconvene and pass their own  
22 resolution, which formally adds the property to the JEDD.  
23

24 Ms. Tulley asked whether Northfield Center was in favor, to which Dir. Guidetti replied it was the initial  
25 discussion between the property owner and Northfield Center that spurred things forward to where we are  
26 now.  
27

28 The Mayor further explained that when a property is in the JEDD, there is a 50/50 split of income taxes,  
29 which townships normally cannot collect on their own.  
30

31 Ms. Tulley noted that given the location of the property in question, Macedonia is not responsible for road  
32 or other maintenance.  
33

34 There being no further discussion, Ms. Tulley moved, second by Mr. Finley, to adjourn the Public  
35 Hearing. The motion passed unanimously by a voice vote and the Public Hearing was adjourned at  
36 approximately 7:20p.m.  
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44

45 Approved: \_\_\_\_\_  
46

47  
48  
49 Mayor: \_\_\_\_\_  
50 Nicholas Molnar

Attest: \_\_\_\_\_  
Jon Hoover, Clerk of Council

51

Record of Proceedings  
Regular Council Meeting  
January 25th, 2024

1 Presiding Officer, Mayor Nicholas Molnar called the January 25th, 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, second by Mr. Garvas, to **approve the minutes of the regular meeting of January**  
12 **11, 2024 as received from the Clerk of Council.** The motion carried by a unanimous voice vote.  
13

14 **PUBLIC COMMENTS:**  
15

16 ~ **John Kundrat, 9136 Briarwood Rd.,** commented on the number of speeding vehicles along Shepard  
17 Hills, sharing that he thinks it is dangerous for children playing and those walking their dogs. He  
18 requested that patrol officers monitor the road more closely and be more of a presence to deter speeding.  
19 The Mayor shared that speeding is the number 1 complaint he hears from residents and will add this  
20 location to the Police Department detail. Chief Yakopovich explained the efforts thus far to deter  
21 speeding in that area.  
22

23 ~ **John Simko, 1252 Shepard Hills Blvd.,** echoed the sentiments expressed by the previous speaker  
24 regarding speeding along Shepard Hills Blvd.  
25

26 ~ **Ellen Bertel, 319 W Highland Rd, Northfield Center Township,** speaking on behalf of the Historical  
27 Society of Olde Northfield, reported the organization finished 2023 in the black and is therefore eligible  
28 to apply for some grants. Ms. Bertel is once again requesting that Macedonia consider a donation to the  
29 Society to continue work on various projects, including renovation of the Palmer House basement and  
30 display/peg boards. She further reported that all surrounding ‘Nordonia’ communities donated in 2023.  
31

32 **CORRESPONDENCE:**  
33

34 The Clerk of Council read a letter of thanks from the Emergency Assistance Center for the Police  
35 Department’s \$450 donation resulting from the “No Shave” fundraising effort. Mr. Ventura shared that  
36 the target date for TEAC to re-open after the move to a new building is February 5.

37 **INTRODUCTION, READINGS & ADOPTION OF LEGISLATION**  
38

39 **ORDINANCE NO. 101-2023**

40 AN EMERGENCY ORDINANCE AUTHORIZING AN AMENDMENT TO THE NORTHFIELD  
41 CENTER TOWNSHIP-MACEDONIA JOINT ECONOMIC DEVELOPMENT DISTRICT  
42 AGREEMENT REGARDING THE ADDITION OF 2.3087 ACRES OF LAND TO BE PLACED INTO  
43 THE TERRITORY OF THE JEDD was offered by Mr. Garvas for its **third reading by title only.**  
44 Seconded by Mr. Ventura.  
45

46 Mr. Garvas moved, seconded by Mr. Ventura to **adopt ORD.NO. 101-2023 and post the same**  
47 **according to law.** The motion carried by a unanimous voice vote. **ORD.NO. 101-2023 declared and**  
48 **adopted.**  
49

50 **ORDINANCE NO. 2-2024**

51 AN ORDINANCE AUTHORIZING THE PURCHASE OF A “TITAN PRO PLUS” LEAF VACUUM  
52 LOADER AND TWO “SPARTAN-STYLE” LEAF CONTAINMENT BODIES FROM BELL  
53 EQUIPMENT COMPANY THROUGH THE HOUSTON-GALVESTON AREA COUNCIL

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54 COOPERATIVE PURCHASING PROGRAM FOR USE BY THE SERVICE DEPARTMENT was  
55 offered by Ms. Tulley for its **first, second and third readings by title only**. Seconded by Ms. Brandt.  
56 The motion carried unanimously by a voice vote.

57  
58 Dir. Wilson shared this is a similar purchase as was made in 2023 and will allow the department more  
59 efficiency in leaf removal. These new units will replace the current units, which date back to the late  
60 1990s/early 2000s.

61  
62 Ms. Tulley moved, second by Ms. Brandt, to **adopt ORD.NO. 2-2024 and post the same according to**  
63 **law**. Motion carried by a unanimous voice vote. **ORD.NO. 2-2024 declared and adopted.**

64  
65 **RESOLUTION NO. 3-2024**  
66 A RESOLUTION AUTHORIZING THE DISPOSITION OF CERTAIN MUNICIPAL PROPERTY BY  
67 THE CITY OF MACEDONIA IN ACCORDANCE WITH CITY OF MACEDONIA CODIFIED  
68 ORDINANCE § 121.05 AND OHIO REVISED CODE § 721.15 was offered by Mr. Finley for its **first,**  
69 **second and third readings by title only**. Seconded by Mr. Garvas. The motion carried unanimously by  
70 a voice vote.

71  
72 Chief Ripley stated this legislation is to sell a 1999 pumper that was recently replaced. The value of the  
73 1999 pumper is unknown.

74  
75 Mr. Finley moved, second by Mr. Garvas, to **adopt RES.NO. 3-2024 and post the same according to**  
76 **law**. Motion carried by a unanimous voice vote. **RES.NO. 3-2024 declared and adopted.**

77  
78 **RESOLUTION NO. 4-2024**  
79 A RESOLUTION AUTHORIZING THE DISPOSITION OF CERTAIN MUNICIPAL PROPERTIES  
80 BY THE CITY OF MACEDONIA IN ACCORDANCE WITH CITY OF MACEDONIA CODIFIED  
81 ORDINANCE § 121.05 AND OHIO REVISED CODE § 721.15 was offered by Mr. Ventura for its **first,**  
82 **second and third readings by title only**. Seconded by Mr. Finley. The motion carried unanimously by  
83 a voice vote.

84  
85 Chief Ripley stated the Fire Department is replacing its original hydraulic ‘Jaws of Life’ tools that dates  
86 to 1981 with more efficient and user-friendly battery-powered tools.

87  
88 Mr. Ventura moved, second by Mr. Finley, to **adopt RES.NO. 4-2024 and post the same according to**  
89 **law**. Motion carried by a unanimous voice vote. **RES.NO. 4-2024 declared and adopted.**

90  
91 **RESOLUTION NO. 5-2024**  
92 A RESOLUTION AUTHORIZING THE MAYOR TO COMPLETE AND EXECUTE CONSENT  
93 LEGISLATION FOR ODOT’S MAINTENANCE OF THE BRIDGE CROSSING OVER INDIAN  
94 CREEK IN THE CITY OF MACEDONIA, ODOT PID NO. 113163 was offered by Ms. Tulley for its **first,**  
95 **second and third readings by title only**. Seconded by Mr. Garvas. The motion carried  
96 unanimously by a voice vote.

97  
98 Dir. Gigliotti explained that ODOT will be cleaning out the bridge underneath Route 82 near Dunkin’  
99 Donuts. The work is scheduled for later this summer at no cost to the City.

100  
101 Ms. Tulley moved, second by Mr. Garvas, to **adopt RES.NO. 5-2024 and post the same according to**  
102 **law**. Motion carried by a unanimous voice vote. **RES.NO. 5-2024 declared and adopted.**

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107 **ORDINANCE NO. 6-2024**

108 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH B&B  
109 THEATERS REGARDING ADMISSION TAX COLLECTION & DISTRIBUTION was offered by Ms.  
110 Brandt for its **first, second and third readings by title only**. Seconded by Mr. Garvas. The motion  
111 carried unanimously by a voice vote.

112  
113 The Mayor shared that Cinemark will be leaving Macedonia and replaced by B&B Theaters, a more  
114 robust movie theater-going experience. B&B is looking to make a \$6-7 million investment in the  
115 property. Currently, the City receives approximately \$75,000 annually in admission taxes and this  
116 ordinance makes it so the City continues to receive the first \$75,000, with the rate changing to 50% of  
117 admissions taxes after that amount, capping at 10 years.

118  
119 Ms. Brandt moved, second by Mr. Garvas, to **adopt ORD.NO. 6-2024 and post the same according to**  
120 **law**. Motion carried by a unanimous voice vote. **ORD.NO. 6-2024 declared and adopted.**

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122

123 **MOTIONS / OTHER LEGISLATIVE ACTION:**

124  
125 Mr. Ventura moved, second by Mr. Finley, to **accept the following donations to the Macedonia Police**  
126 **Department: \$50 in gas gift cards from Sherri Bevan Walsh; \$40 from Judith Johnson; and \$200**  
127 **from the Zhu family. Motion carried by a unanimous voice vote.**

128  
129

**MAYOR'S REPORT**

130  
131 ~ A new business named U-Tea opened last week. They serve bubble teas among other items.  
132 ~ The new Service Department building is progressing with a recent rendering. Currently, the  
133 Service Department operates out of 5 defunct buildings and the goal is to consolidate operations  
134 into 1 and a half buildings to focus on safety and efficiency. More to come.  
135 ~ Executive assistant Diana Augustine retired, and we wish her well!  
136 ~ Please don't drive distracted—put the phones down and drive your car!

137  
138

**COMMITTEE REPORTS**

139  
140 **Parks & Recreation Commission:** Ms. Brandt stated the Commission had its first 2024 meeting and  
141 elected Karen Bartolozzi as the Chair and Staci Szugye as Vice Chair. Discussion was had regarding the  
142 Parks & Recreation Department working towards CAPRA standards as well as reviewing the  
143 accomplishments from 2023. The next meeting will be on Wednesday, February 21 at 6pm in the upstairs  
144 of the Recreation Center. The Mayor shared that there is still an opening on the Commission and any  
145 interested resident should reach out to his office.

146  
147

**DEPARTMENT REPORTS**

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149 **Service Department:** Director Wilson – The Service Department did a great job with the recent snow.  
150 Drivers have a tough judgement call between main roads and neighborhoods. Soliciting mowing and  
151 fertilization quotes, as well as finishing up the new sign by the Commons.

152  
153

**Engineer:** Director Gigliotti – Local government is a team sport and Diana Augustine was a great  
154 teammate.

155  
156

**Parks and Recreation Department:** – Director Chadock – Spring pavilion and ball field rental  
157 applications being sent out, and Spring programming will be released to the public soon. Recently, a  
158 filter broke in the pump room of the activity pool, forcing the Recreation Center to close the activity pool  
159 down while maintenance is being done.



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**Finance Department:** Director Veres – Regarding the activity pool, the City’s insurance company was contacted, and they’ve determined it is insurable, so a decision will have to be made whether the City wishes to file a claim. Kudos to Diana Augustine on her retirement. Resident RITA refund packages are available on the City website.

**IT Department:** Director Collins – 36 help desk tickets closed since the last Council meeting. Major projects include updating security and changing rights in the Police Department. Document management project for the Mayor’s Court is gaining traction.

**Building Department:** Commissioner Rodic – The house on Shepard road was demolished last week, with the house on Twinsburg Road likely to be demolished by mid-February. Working on year-end reports for the Ohio Board of Building Standards and Summit County Auditor’s Office.

**HR Department:** Director Smith – Absent

**Fire Department:** Chief Ripley – Diana Augustine was an integral part of our team. While she will be replaced, she is irreplaceable. The Service Department did a great job removing snow, but private contractors did not do a good job of not covering fire hydrants. It is the residents’ responsibility to clear access to fire hydrants.

**Police Department:** Chief Yakopovich – Congratulations to Diana Augustine on her retirement. Thanks for the recent donations. Residents should not be pushing snow from their driveway into the road. Motorists should not pull up beyond stop bars at intersections. If a motorist has a green light and wishes to turn left, they can move beyond the stop bar and continue having the right of way to complete their turn when the traffic light turns red.

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

**UNFINISHED BUSINESS:** None

**NEW BUSINESS:**

Ms. Brandt congratulated Diana Augustine on her retirement and shared a memory of her from a holiday lighting event years ago.

The Mayor shared that he recently was given a collection of fascinating letters sent to Macedonia residents from former Mayor Long in the 1960s and 70s and may post them to the City website.

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

**Date:** \_\_\_\_\_

**Attest:** \_\_\_\_\_  
Jon Hoover, Clerk of Council

**Mayor:** \_\_\_\_\_  
Nicholas Molnar

ORIGINATOR: ADMINISTRATION

SPONSOR: Garvas

**CITY OF MACEDONIA  
ORDINANCE NO. 7 - 2024**

**AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
WITH THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL IN ORDER TO  
ACCEPT ENERGIZED COMMUNITY GRANT(S)**

**WHEREAS**, the City of Macedonia, Ohio is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for one or more NOPEC Energized Community Grants beginning in calendar year 2024 which shall be used primarily for energy efficiency or energy infrastructure projects (“NEC Grant(s)”) as provided for in the NEC Grant Program guidelines; and

**WHEREAS**, the City has previously executed Grant Agreements with NOPEC to receive one or more NEC Grant(s).

**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 accept the NEC Grant(s) for 2024, and hereby authorizes the Mayor to accept the NEC Grant funds for the City of Macedonia through execution of the Grant Agreement 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 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

## NOPEC 2024 ENERGIZED COMMUNITY

## GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("Grantor"), and \_\_\_\_\_, \_\_\_\_\_ County, Ohio ("Grantee"; "Grantor" and "Grantee," the "Parties") regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized 2024 Community Grant criteria, guidelines and requirements ("NOPEC Policy").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized 2024 Community Grant ("NEC Grant") to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor ("Funds"), for the purposes set forth in Grantee's Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All completed disbursement request form for qualified use in accordance with the program policies must be submitted by November 30, 2026. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2024 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2024, and shall expire on December 31, 2024, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein, or Grantor requires a new Grant Agreement from Grantee.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees

to share and release all of its utility and other data with NOPEC, Inc. and Northeast Ohio Public Energy Council and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the “Committee”), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty-day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council (“NOPEC” or “Northeast Ohio Public Energy Council”) member whose residents are receiving service from Northeast Ohio Public Energy Council’s natural gas or electric aggregation program, and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council’s natural gas or electric aggregation program.

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold any payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s) or is otherwise not a member in good standing of the Northeast Ohio Public Energy Council, Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the

Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of Grantor, to:  
Charles W. Keiper, II  
President  
NOPEC, Inc.  
31360 Solon Road  
Suite 33  
Solon, OH 44139

In case of Grantee, to:

(This individual will be the designated grant representative working in the grant website)

Title: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_, Ohio \_\_\_\_\_

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Northeast Ohio Public Energy Council to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

[Signature Page to Follow.]

**IN WITNESS WHEREOF**, the Parties hereto have executed this Grant Agreement on the last date set forth below.

**GRANTEE:**

\_\_\_\_\_, Ohio

**GRANTOR:**

**NOPEC, INC.**

Individual Authorized by Grantee's  
Legislation to accept- see Section I:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

[Signature page to NOPEC 2023 Energized Community Grant Agreement.]





## **NOPEC Energized Community (NEC) Grant 2024 Program Policies**

NOPEC, Inc. and NextEra Energy have established the NOPEC Energized Community Grant Program, which provides grants to existing NOPEC member electric and gas communities. Existing member communities are defined as those with metered accounts enrolled in NOPEC's electric and/or gas aggregation during the previous calendar year. The new grant program year will begin on January 1, 2024, with the primary goal of providing funds to help communities implement energy savings or energy infrastructure measures.

NEC grants are intended to be used by member communities primarily for energy related projects. Member communities will be permitted, on a case-by-case basis, to use grants for purposes other than energy efficiency or energy infrastructure improvements.

The policies governing the grant program have been approved by the Board of Directors. The Community Investment Manager (CIM) will have oversight and day-to-day management responsibility for the program.

**Deadlines:** NOPEC member communities that wish to accept the grant award must have a completed and approved profile by June 30, 2024. Any grant funds not accepted, with an approved community profile by June 30, 2024, will be returned to the grant pool. Grant funds must be drawn down via disbursement request by November 30, 2026. Funds not drawn down by that date will be returned to the grant pool.

**Eligibility and Notification:** Existing NOPEC member communities enrolled in both gas and electric on January 1, 2024, will be paid cash grants at the rate of [\$4] per enrolled account for gas and [\$6] per enrolled account for electric per year. Existing NOPEC member communities enrolled in the gas program on January 1, 2024, only will be paid cash grants at the rate of [\$3] per enrolled account. Existing NOPEC member communities enrolled in the electric program only on January 1, 2024, will be paid cash grants at the rate of [\$5] per enrolled account. Enrolled accounts will be determined based on an average, using Q2 and Q3, of the metered accounts enrolled for a minimum of three consecutive months will be applied. The minimum grant amount will not be less than \$250.00 for all eligible communities.

Member counties) will also receive grants based on the communities and programs enrolled through the county membership. Grants will be calculated using the same averaging method as the community grants. County members will receive [\$1.50] for

gas and [\$2] for electric, per enrolled account per year, in communities enrolled for both programs, and [\$.50] for gas or [\$1.00] for electric, in communities enrolled for a single aggregation program.

The Chief Elected Official and the Chief Financial Official of member communities and counties will be notified by letter in January 2024 of the grant amount available for its use. Each community must enter into a grant agreement, if required, with NOPEC, Inc. Each year, the community must pass legislation accepting the grant and identifying the position (with person currently holding that position) authorized to conduct on-line program activities on behalf of the community. All grant activities, including the profile and disbursement request processes, will be completed, and submitted online.

Processing: The first step for the NEC grant program is completing the community profile. Returning users may use the same account created in 2023 and new grant representatives will create a community profile in the online grant program for a new community.

As part of the profile, all communities will upload a pdf file of the legislation approved by the member community accepting the NEC grant and upload a pdf file of executed Grant Agreement. The deadline to accept the grant and upload the required documents for the profile step is June 30, 2024. Any grant funds not accepted with an approved community profile will be returned to the grant pool.

Communities must complete disbursement requests to draw down their accepted NEC Grant funds. New requests will be reviewed on an ongoing basis. Appropriate supporting documents (e.g., invoices, AIA forms, or receipts) must be attached. All disbursement requests must be submitted electronically in the grant system. NEC Grant funds must be drawn down using the first in first out (FIFO) accounting method, meaning communities must draw down previous NEC Grant award balances prior to accessing the 2024 award.

Staff will review each request to determine if it meets the criteria and formally approve each project funded. Communities may begin the work during the review process, but it does not guarantee funding approval. Work that is determined to be emergencies, based on immediate health and/or safety issues, may be eligible to begin without formal approval.

Eligible uses include those that reduce electric and/or gas utility consumption through facility improvements and/or implementing infrastructure improvements. Examples include interior and exterior lighting, windows and doors, insulation, HVAC, geothermal and solar. Streetlights and traffic lights are also eligible if a demonstrated utility savings to the community will result. Examples of ineligible projects would include vehicles or equipment (other than an emergency generator) that are powered by gasoline or diesel, and do not reduce utility costs. Project examples for eligible energy infrastructure include natural gas filling stations, electric vehicle charging stations and emergency

generators. Installing power to a facility such as a gazebo or baseball field are other examples of eligible energy infrastructure.

In addition to the projects listed above, communities may use grant funds for the lease or purchase costs of plug-in electric vehicles.

Grants may also be used to benefit commercial properties. Options include covering the cost of energy audits or set-up costs for establishing an Energy Special Improvement District. Programs benefiting residents are also eligible. Providing residents LED light bulbs or establishing a residential energy audit program funded by the NEC grant program are two examples.

Multi-jurisdictional uses are eligible. Each community must request its own grant funds for a multi-jurisdictional use. Non-NOPEC members may be part of a multi-jurisdictional use but will not be eligible for any grant funds from NOPEC.

If a community completed work that meets the eligibility requirements within the previous calendar year it may submit that project for the grant.

If a member community conducts an energy audit for the proposed work, audit costs may be defrayed with grant funds. The audit must be performed by a credentialed professional.

Once the request is reviewed and approved, the community will receive written confirmation. Each approved request will become an exhibit to the Grant Agreement. A member community must be a member in good standing of the Northeast Ohio Public Energy Council, as defined in the NOPEC, Inc. Grant Agreement with the community, at the time of written confirmation and at the time of disbursement to receive a 2024 NEC Grant award.

Project Completion and Funds Disbursement: Communities are responsible for contracting all work to be completed for community-owned facilities or work, in accordance with local requirements, with qualified professionals. Disbursements will be made until funds have been depleted. All disbursements will be made by Automatic Clearing House (ACH) process to an account designated by the community. For existing NOPEC communities 2024 NEC Grant awards will become available for disbursement after the community has an approved 2024 profile.

This is not a reimbursement grant, i.e., communities are not required to pay the invoice prior to submitting it for a grant disbursement. Communities create the Disbursement Request(s) with appropriate supporting documents submitted on-line. Appropriate supporting documents include invoices or AIA forms for work completed or signed contracts that specify an advance prior to the start of the project. Quotes or proposals are not acceptable documents for Disbursement Requests.

The CIM will review all disbursement requests and submit them for processing to the NOPEC CFO. All disbursements are approved by the Executive Director or other authorized person. NOPEC will close out a community's grant when all grant funds have been disbursed or any remaining funds are returned to the grant pool.

Reports: Communities using grant funds for energy efficiency projects will submit an annual report to NOPEC for two years following project completion, if the project is selected for measurement and verification. The report will provide information on the energy saved (measured by units and dollars) in the previous year resulting from that project. This report will be prepared by a third-party consultant contracted by NOPEC, Inc. The community will agree to authorize NOPEC to provide the appropriate utility account information for the designated project site to the consultant for the purpose of completing the annual reports.

The CIM will track all open grants and provide periodic status reports to the NOPEC Executive Director and to both the NOPEC and NOPEC, Inc. Boards of Directors. Reports will include the number of communities with open grants available and the total funds disbursed to date.

All determinations made by NOPEC, Inc. and NOPEC in administering the NEC Grant Program, including whether a community is a member in good standing of NOPEC, shall be final, conclusive, and binding on all grant recipients.

# NOPEC Energized Community (NEC) Grant

The **NOPEC Energized Community (NEC) Grant Program** provides grants to NOPEC member communities for energy-related projects. Established by NOPEC Inc. and NextEra Energy, the primary goal of providing funds is to help implement energy savings or energy infrastructure measures.



## Ideas for 2024 Grant Projects

Grants can be used for **government, residential, and commercial properties**. Here are some examples of what you can do with your grant dollars:

- Lease or purchase of plug-electric vehicles
- Traffic signal upgrades
- Energy-efficient windows
- Solar-powered LED stop signs
- Energy-efficient air conditioner
- Tree canopy restoration
- Electrical upgrades
- Generators
- Door replacement
- LED lighting upgrades
- Service garage insulation
- Energy-efficient metal roof system
- Installation of radius ceiling fans
- Energy efficient kitchen appliances

## Secure Your Grant Dollars

**Step 1:** Submit Profile at [nopecgrants.org](https://nopecgrants.org) — Due by June 30th, 2024

- A. Accept funds by passing community legislation
- B. Complete grant agreement

**Step 2:** Draw Funds — Due by November 30th, 2026

- A. Submit disbursement requests

## Questions?

Contact Jessica Renner, Community Investment Manager, at [grants@nopecinc.org](mailto:grants@nopecinc.org)



ORIGINATOR: ADMINISTRATION

SPONSOR: Ventura

**CITY OF MACEDONIA, OHIO  
ORDINANCE NO. 8 - 2024**

**AN ORDINANCE  
AUTHORIZING A TAX EXEMPTION FOR REAL PROPERTY  
OWNED BY DDR HD & C, LLC IN THE CITY'S COMMUNITY REINVESTMENT  
AREA, AND DETERMINING THE TIME PERIOD FOR SAID EXEMPTION**

**WHEREAS**, the City first adopted legislation creating a community reinvestment area ("CRA") within the City on June 24, 1988 through Ordinance 51-1988, which legislation has been updated from time-to-time to add additional areas to the CRA; and

**WHEREAS**, the Mayor has received an application from DDR HD & C, LLC, requesting a tax exemption for certain real property it owns within the City through the City's CRA; and

**WHEREAS**, the Mayor, as the City Housing Officer, certifies that the proposed improvement to the commercial property owned by DDR HD & C and further described in the document attached hereto as Exhibit "A" and incorporated herein by reference, for which an investment of over \$6,000,000 is set to be made, is located within Area "I" of the CRA and qualifies for real estate tax exemption under City Ordinance No. 51-1988, as amended, and Ohio Revised Code ("R.C.") § 3735.67; and

**WHEREAS**, the Mayor, as the City Housing Officer, has previously notified the Board of Education in the manner provided for and pursuant to R.C. §§ 3735.67, 3735.671, and 5709.83; and

**WHEREAS**, Council must determine the time period of such exemptions and authorize the Mayor to enter into such Community Reinvestment Area Agreement.

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

**Section 1.** That, to the extent that the improvement of real property located at 8161 Macedonia Common Blvd., Macedonia, Ohio, County of Summit, part of P.P.N. 33-12306 and as further identified in Exhibit "A," which property is located within the City's Community Reinvestment Area, Area "I," increases the market value of the property, such amounts shall be, and are, hereby exempt from real estate taxation, pursuant to City Ordinance No. 51-1998, as amended, and R.C. § 3735.67, for a period of twelve (12) years at one-hundred percent (100%) each year, beginning with the calendar year in which the improvement would first be taxable, after certification of the above to the County Auditor by the City Housing Authority/Officer, and further, that the Mayor is hereby authorized to enter into a Community Reinvestment Area Agreement with DDR HD & C, LLC consistent with the terms set forth in Exhibit "A."

**Section 2.** That the period of said exemption shall terminate before the end of twelve (12) years, but not after the first year of exemption, if the Housing Officer finds and certifies delinquency in the payment of property taxes for the subject property, or that the subject property has not been maintained or repaired due to the neglect of the owner, or if the terms and conditions upon which this abatement is granted are not adhered to.

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

**Section 4.** This Ordinance shall become effective upon its adoption by Council and signature by the Mayor or the earliest period as may otherwise be provided for in law.

PASSED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

POSTED: \_\_\_\_\_

MAYOR: \_\_\_\_\_  
Nicholas Molnar

ATTEST: \_\_\_\_\_  
Jon Hoover, Clerk of Council

**PROPOSED AGREEMENT** for Community Reinvestment Area Tax Incentives between the Macedonia, Ohio (local legislative authority) located in the County of Summit and DDR HD&C LLC (property owner).

1. a. Name of property owner, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

<u>DDR HD &amp; C LLC</u>	<u>Madilyn Movsesian</u>
Enterprise Name	Contact Person

<u>7670 Tyler Blvd Mentor Ohio 44060</u>	<u>(330)-573-1034</u>
Address	Telephone Number

- b. Project site:

<u>8161 Macedonia Commons Blvd</u>	<u>Lance Osborne</u>
	Contact Person

<u>Macedonia, Ohio 44056</u>	<u>(440)-951-4470</u>
Address	Telephone Number

2. a. Nature of commercial/industrial activity (manufacturing, warehousing, wholesale or retail stores, or other) to be conducted at the site.

Movie theatre and related sales.

- b. List primary 6 digit North American Industry Classification System (NAICS) #531110

Business may list other relevant SIC numbers. \_\_\_\_\_

- c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_



d. Form of business of enterprise (corporation, partnership, proprietorship, or other).

Partnership

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3. Name of principal owner(s) or officers of the business.

Lance Osborne

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4. a. State the enterprise's current employment level at the proposed project site:

The theatre operator will add 15 FTE positions. Construction and rehab will also add approximately 40 construction jobs.

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b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Yes \_\_\_ No X

c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:

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d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):

0

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e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets:

N/A

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f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated?

N/A

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5. Does the Property Owner owe:
- a. Any delinquent taxes to the State of Ohio or a political subdivision of the state?  
Yes \_\_\_ No X
  - b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes \_\_\_ No X
  - c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not?  
Yes \_\_\_ No X
  - d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets).
6. Project Description: Re-tenanting the property with a state-of-the-art theater operator. The current improvements are more than 25 years old and are in need of renovation. We are re-tenanting the property with a state-of-the-art operator.
7. Project will begin March 1, 2024 and be completed August 31, 2024 provided a tax exemption is provided.
8. a. Estimate the number of new employees the property owner will cause to be created at the facility that is the project site (job creation projection must be itemized by the name of the employer, full and part-time and permanent and temporary):  
B&B Theatres Operating Company Inc. will be hiring new employees, we expect the FTE will be 15.
- 
- b. State the time frame of this projected hiring: less than 1 yrs.
- c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees):  
15 amount of full time, 50-60 amount of part time.
- 
9. a. Estimate the amount of annual payroll such new employees will add \$620,000.00 (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ N/A

10. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:

A. Acquisition of Buildings:	\$ 0.00
B. Additions/New Construction:	\$ 0.00
C. Improvements to existing buildings:	\$3,155,167.00
D. Machinery & Equipment:	\$0.00
E. Furniture & Fixtures:	\$2,926,576.00
F. Inventory:	\$0.00
<b>Total New Project Investment:</b>	<b>\$6,081,743.00</b>

11. a. Business requests the following tax exemption incentives: 100% for 12 years covering real property as described above. Be specific as to the rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)  
The current theater is vacating the premises because expenses are too high. The business operation is not feasible in the marketplace. The parties are going to invest \$6,081,743.00 in total expenditures, and without the abatement there is no way to justify this expense.

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Submission of this application expressly authorizes the City of Macedonia to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item # 5 and to review applicable confidential records. As part of this application, the property owner may also be required to directly request from the Ohio Department of Taxation, or complete a waiver form allowing the Department of Taxation to release specific tax records to the local jurisdiction considering the request.

The Applicant agrees to supply additional information upon request.


The Applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C) (1) and 2921.13(D) (1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefits as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

DDR HO+C, LLC

Name of Property Owner

12/11/2023

Date



Signature

Laura Osborne, manager

Typed Name and Title

\* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities considering the request.

\*\* Attach to Final Community Reinvestment Area Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Community Reinvestment Area Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

ORIGINATOR: COUNCIL

SPONSOR: Tulley

**CITY OF MACEDONIA  
ORDINANCE NO. 9 - 2024**

**AN ORDINANCE  
APPROPRIATING FUNDS FOR THE PRESERVATION OF  
CITY OF MACEDONIA HISTORICAL ITEMS  
BY THE HISTORICAL SOCIETY OF OLDE NORTHFIELD**

**WHEREAS**, the City of Macedonia previously received a request from the Historical Society of Olde Northfield to appropriate funds for the “Olde Northfield Bicentennial Celebration” and, as a result, Council had appropriated funds for that purposes pursuant to Resolution 125-2006, and pursuant to Ordinance 32-2023; and

**WHEREAS**, the City has recently received another request to provide funding for the preservation of, and access to, historical records and other such items pertaining to the City of Macedonia, which are currently in the possession of, and maintained by, the Historical Society of Olde Northfield; and

**WHEREAS**, based upon this recent request, Council wishes to authorize a one-time appropriation of \$500.00 for the preservation of historical items pertaining to the City of Macedonia by the Historical Society of Olde Northfield.

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

**Section 1.** That \$500.00 is hereby appropriated for the preservation of, and access to, historical items pertaining to the City of Macedonia by the Historical Society of Olde Northfield. As a condition of this appropriation, the Historical Society shall provide a written report to City Council, immediately upon Council’s request, detailing the expenditure of such funds.

**Section 2.** That the Director of Finance is authorized to undertake any and all action necessary to accomplish said appropriation.

**Section 3.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of 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 4.** 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: ADMINISTRATION

SPONSOR: Brandt

**CITY OF MACEDONIA  
RESOLUTION NO. 10 - 2024**

**A RESOLUTION  
CONFIRMING THE APPOINTMENT BY THE MAYOR  
OF KELLY LYN WESTBROOKS JOYCE, M.D.,  
TO THE PARKS AND RECREATION COMMISSION**

**WHEREAS**, a vacancy on the City of Macedonia Parks and Recreation Commission currently exists; and

**WHEREAS**, the Mayor has appointed **KELLY LYN WESTBROOKS JOYCE, M.D.**, pursuant to Macedonia Codified Ordinance Section 147.02, to fill said vacancy with a five (5) year term expiring December 31, 2026, subject to the confirmation of Council.

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

**Section 1.** That the appointment of **KELLY LYN WESTBROOKS JOYCE, M.D.** to the position of member of the City of Macedonia Parks and Recreation Commission, to fill the current vacancy with a term ending December 31, 2026, is hereby confirmed.

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

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

PASSED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

POSTED: \_\_\_\_\_

MAYOR: \_\_\_\_\_  
Nicholas Molnar

ATTEST: \_\_\_\_\_  
Jon Hoover, Clerk of Council



ORIGINATOR: CITY ENGINEER

SPONSOR: Finley

**CITY OF MACEDONIA  
RESOLUTION NO. 11 - 2024**

**A RESOLUTION  
AUTHORIZING THE CITY ENGINEER TO PREPARE PLANS, BIDS AND  
SPECIFICATIONS, AND FURTHER AUTHORIZING THE MAYOR TO ADVERTISE  
FOR BIDS, TO RESURFACE WALTERS ROAD**

**WHEREAS**, the City has previously entered into a cooperative agreement with Northfield Center Township to secure funding to accomplish the resurfacing of Walters Road, a portion of which is located within the City of Macedonia, and a portion of which is located within Northfield Center Township as substantially depicted in Exhibit “A”; and

**WHEREAS**, based upon recommendation, it has been deemed in the best interest of the health, safety and welfare of all City residents and inhabitants to resurface Walters Road; and

**WHEREAS**, Council therefore wishes to authorize the City Engineer to prepare plans, bids and specifications, and thereafter authorize the Mayor to advertise for bids, for the resurfacing of 1,300 feet of Walters Road from Twinsburg Road to the City’s limits up to the City of Hudson.

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

**Section 1.** That the City Engineer is authorized and directed to prepare plans, bids and specifications, and thereafter that the Mayor is authorized and directed to advertise for bids, for the resurfacing of Walters Road as described in the document attached hereto and incorporated herein 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 Resolution were adopted in an open meeting of this Council, and that all deliberations of Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 3.** This Resolution shall take effect upon adoption by Council and signature of the Mayor or after the earliest period allowed by law.

PASSED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

POSTED: \_\_\_\_\_

MAYOR: \_\_\_\_\_

Nicholas Molnar

ATTEST: \_\_\_\_\_

Jon Hoover, Clerk of Council



Exhibit "A"

TWINSBURG RD

TIBER CT

TUSCANY DR

WALTERS RD

NORTHFIELD CENTER TOWNSHIP

Culvert Repair

PROJECT LENGTH 1,300 FT

CITY OF MACEDONIA

BOSTON HEIGHTS VILLAGE

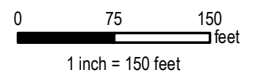
CITY OF HUDSON

N

# WALTERS ROAD RESURFACING

City of Macedonia & Northfield Center Township

July 1, 2022





ORIGINATOR: CITY ENGINEER

SPONSOR: Garvas

**CITY OF MACEDONIA  
RESOLUTION NO. 12 - 2024**

**A RESOLUTION  
AUTHORIZING THE CITY ENGINEER TO PREPARE PLANS, BIDS AND  
SPECIFICATIONS, AND FURTHER AUTHORIZING THE MAYOR TO ADVERTISE  
FOR BIDS, FOR CERTAIN IMPROVEMENTS TO THE LONGWOOD PARK  
DRIVEWAY IN THE CITY OF MACEDONIA**

**WHEREAS**, based upon recommendation, it has been deemed in the best interest of the health, safety and welfare of all City residents and inhabitants to improve drainage and resurface the driveway for Longwood Park; and

**WHEREAS**, Council therefore wishes to authorize the City Engineer to prepare plans, bids and specifications, and thereafter authorize the Mayor to advertise for bids, to procure a contractor for the drainage improvements along and the resurfacing of the Longwood Park driveway.

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

**Section 1.** That the City Engineer is authorized and directed to prepare plans, bids and specifications, and thereafter that the Mayor is authorized and directed to advertise for bids regarding drainage improvements along and resurfacing of the Longwood Park driveway as described in the document attached hereto and incorporated herein 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 Resolution were adopted in an open meeting of this Council, and that all deliberations of Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 3.** This Resolution shall take effect upon adoption by Council and signature of the Mayor or after the earliest period allowed by law.

PASSED: \_\_\_\_\_

EFFECTIVE: \_\_\_\_\_

POSTED: \_\_\_\_\_

MAYOR: \_\_\_\_\_

Nicholas Molnar

ATTEST: \_\_\_\_\_

Jon Hoover, Clerk of Council



# Exhibit "A"

**Legend**

- Feature 1
- Longwood Soccer Fields 4-7
- Longwood Branch YMCA
- Longwood Manor
- Momentum Christian Church
- Golf Center Aurora Rd

Asphalt Resurfacing Area

Drainage Improvements

Asphalt Resurfacing

Asphalt Resurfacing

Not Included at this time

Drainage Improvements

