

February 20, 2024

TO: Council Members
Mayor Molnar
Directors
Staff
Media

From: Clerk of Council

RE: **AGENDA – Work Session & Regular Meeting: Thursday, February 22, 2024**
“Council Office Hour” with Councilor Tulley: 6:15pm
Work Session: 6:45pm
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 25, 2024 – Public Hearing

Thursday, February 8, 2024 – Regular Council Meeting

IV. PUBLIC COMMENTS

V. CORRESPONDENCE

VI. PENDING AND/OR NEW LEGISLATION

ORD.NO. 8 - 2024 [J. GARVAS, 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

1st Read 2-8-24

2nd Read

3rd Read

ORD.NO. 13 - 2024 [J. GARVAS, J. TULLEY]

AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A ONE-YEAR CONTRACT WITH “OHIO PLAN RISK MANAGEMENT, INC.” FOR CERTAIN INSURANCE COVERAGE FOR THE CITY OF MACEDONIA BEGINNING APRIL 1, 2024

1st Read
2nd Read
3rd Read

ORD.NO. 14 - 2024 [D. FINLEY, V. VENTURA]

AN ORDINANCE CREATING CHAPTER 903 OF THE CODIFIED ORDINANCES OF THE CITY OF MACEDONIA RELATIVE TO SIDEWALKS

1st Read
2nd Read
3rd Read

ORD.NO. 15 - 2024 [J. TULLEY, J. BRANDT]

AN ORDINANCE AMENDING SECTION 161.01(a) OF THE CODIFIED ORDINANCES OF THE CITY OF MACEDONIA RELATIVE TO CERTAIN EMPLOYEE BENEFITS

1st Read
2nd Read
3rd Read

ORD.NO. 16 - 2024 [V. VENTURA, J. GARVAS]

AN ORDINANCE APPROVING THE EDITING AND INCLUSION, AND AMENDMENT, OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES OF MACEDONIA

1st Read
2nd Read
3rd Read

RES.NO. 17 - 2024 [J. TULLEY, D. FINLEY]

A RESOLUTION AUTHORIZING THE DIRECTOR OF PARKS AND RECREATION TO PREPARE PLANS, BIDS AND SPECIFICATIONS, AND FURTHER AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS, FOR THE “LONGWOOD PARK MULTIPURPOSE FIELD EXPANSION” PROJECT

1st Read
2nd Read
3rd Read

RES.NO. 18 - 2024 [J. BRANDT, V. VENTURA]

A RESOLUTION AUTHORIZING THE DIRECTOR OF PARKS AND RECREATION TO PREPARE PLANS, BIDS AND SPECIFICATIONS, AND FURTHER AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS, FOR THE “POOL DECK REPLACEMENT” PROJECT

1st Read
2nd Read
3rd Read

VII. MOTIONS/OTHER LEGISLATIVE ACTION

VIII. MAYOR'S REPORT

IX. COMMITTEE REPORTS

X. DEPARTMENT REPORTS

Service Department:	Director Daniel Wilson
Engineer Department:	Director Joe Gigliotti
Parks & Recreation Department:	Director Jason Chadock
Finance Department:	Director John Veres
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. GARVAS]

March

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

***Public Comment for those not able to attend in-person at the February 22nd 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 February 21st, 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



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

Record of Proceedings
Regular Council Meeting
February 8th, 2024

1 Presiding Officer, Mayor Nicholas Molnar called the February 8th, 2024 regular Council meeting to order
2 at 7:30p.m.
3

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

6 **Absent:** Council member Dave Finley
7

8 **INVOCATION & PLEDGE OF ALLEGIANCE**
9

10 **APPROVAL OF MINUTES:**
11

12 Ms. Brandt moved, second by Mr. Garvas, to **approve the minutes of the regular meeting of January**
13 **25, 2024 as received from the Clerk of Council.** The motion carried by a unanimous voice vote.
14

15 **PUBLIC COMMENTS:**
16

17 ~ **Nordonia High School teachers Heather Dean, Melissa McClelland and National Honors Society**
18 **students Kayla Wonsick, Kyla Geiger and Natalie Putz** came to show appreciation and gratitude to the
19 first responders at the January 27th accident at I-271 and State Route 8. They presented a handmade sign
20 that was signed by Nordonia High School students and brought cookies as a thank you.
21

22 **CORRESPONDENCE:**
23

24 The Clerk of Council read a letter from a Macedonia resident thanking dispatchers, fire, and police
25 personnel for responding to an emergency his family recently faced. The personnel involved were
26 Dispatch Supervisor Tracy Young, Dispatcher Chad Akins, Captain Rob Lewis, Fire/Medics Matt
27 Snowden, Ed Manney, Rob Searson, Police Officers Nick Szaibel, Terry Schneider and Will Culver.
28

29 **INTRODUCTION, READINGS & ADOPTION OF LEGISLATION**
30

31 **ORDINANCE NO. 7-2024**

32 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE
33 NORTHEAST OHIO PUBLIC ENERGY COUNCIL IN ORDER TO ACCEPT ENERGIZED
34 COMMUNITY GRANT(S) was offered by Mr. Garvas for its **first, second and third readings by title**
35 **only.** Seconded by Ms. Tulley.

36 The Mayor stated this is one of the set of grants that has funded the lights at ballfield C in Longwood
37 Park.
38

39 Ms. Brandt added that the more residents are with NOPEC, the more the City receives in return for
40 projects like this.
41

42 Mr. Garvas moved, seconded by Ms. Tulley to **adopt ORD.NO. 7-2024 and post the same according to**
43 **law.** The motion carried by a unanimous voice vote. **ORD.NO. 7-2024 declared and adopted.**
44

45 **ORDINANCE NO. 8-2024**

46 AN ORDINANCE AUTHORIZING A TAX EXEMPTION FOR REAL PROPERTY OWNED BY DDR
47 HD & C, LLC IN THE CITY'S COMMUNITY REINVESTMENT AREA, AND DETERMINING THE
48 TIME PERIOD FOR SAID EXEMPTION was offered by Mr. Garvas for its **first reading by title only.**
49

50 The Mayor stated this is somewhat self-explanatory, but it is a CRA for the B&B Theater renovations.
51
52
53

Record of Proceedings
Regular Council Meeting
February 8th, 2024

54 **ORDINANCE NO. 9-2024**

55 AN ORDINANCE APPROPRIATING FUNDS FOR THE PRESERVATION OF CITY OF
56 MACEDONIA HISTORICAL ITEMS BY THE HISTORICAL SOCIETY OF OLDE NORTHFIELD
57 was offered by Ms. Tulley for its **first, second and third readings by title only**. Seconded by Mr.
58 Garvas. The motion carried unanimously by a voice vote.

59
60 Ms. Tulley encouraged residents to visit the Historical Society of Olde Northfield and stated the rely on
61 donations, going to each of the communities (Northfield Village, Northfield Center Township, Sagamore
62 Hills and Macedonia) as well as outside sources. She stated the Society is currently asking for \$500 to
63 put towards a dehumidifier and a HEPA vacuum, and that they are very thorough in documenting where
64 the money is going.

65
66 Ms. Brandt clarified for those that do not know, Macedonia was part of what was once called Olde
67 Northfield.

68
69 Ms. Tulley moved, second by Mr. Garvas, to **adopt ORD.NO. 9-2024 and post the same according to**
70 **law**. Motion carried by a unanimous voice vote. **ORD.NO. 9-2024 declared and adopted.**

71
72 **RESOLUTION NO. 10-2024**

73 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF KELLY LYN
74 WESTBROOKS JOYCE, M.D., TO THE PARKS AND RECREATION COMMISSION was offered by
75 Ms. Brandt for its **first, second and third readings by title only**. Seconded by Mr. Ventura. The motion
76 carried unanimously by a voice vote.

77
78 Ms. Brandt expressed gratitude for Dr. Joyce's willingness to dedicate her time to the Parks & Recreation
79 Commission and stated her background as a pediatrician will provide valuable perspective on ways to
80 serve children in the community.

81
82 Ms. Brandt moved, second by Mr. Ventura, to **adopt RES.NO. 10-2024 and post the same according to**
83 **law**. Motion carried by a unanimous voice vote. **RES.NO. 10-2024 declared and adopted.**

84
85 **RESOLUTION NO. 11-2024**

86 A RESOLUTION AUTHORIZING THE CITY ENGINEER TO PREPARE PLANS, BIDS AND
87 SPECIFICATIONS, AND FURTHER AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS,
88 TO RESURFACE WALTERS ROAD was offered by Mr. Ventura for its **first, second and third**
89 **readings by title only**. Seconded by Ms. Tulley. The motion carried unanimously by a voice vote.

90
91 Dir. Gigliotti stated this project would repave a portion of Walters Road and is a shared project with
92 Northfield Center Township. Costs will be split 50/50 between the communities, and a grant from
93 OPWC was received which will pay for 50% of the total cost of the project.

94
95 Mr. Ventura moved, second by Ms. Tulley, to **adopt RES.NO. 11-2024 and post the same according to**
96 **law**. Motion carried by a unanimous voice vote. **RES.NO. 11-2024 declared and adopted.**

97
98 **RESOLUTION NO. 12-2024**

99 A RESOLUTION AUTHORIZING THE CITY ENGINEER TO PREPARE PLANS, BIDS AND
100 SPECIFICATIONS, AND FURTHER AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS,
101 FOR CERTAIN IMPROVEMENTS TO THE LONGWOOD PARK DRIVEWAY IN THE CITY OF
102 MACEDONIA was offered by Mr. Garvas for its **first, second and third readings by title only**.
103 Seconded by Ms. Brandt. The motion carried unanimously by a voice vote.

104
105 Dir. Gigliotti stated this project is to repave all the driveways at Longwood Park and the Recreation
106 Center, as well as clean-up some historic drainage issues on those driveways.

Record of Proceedings
Regular Council Meeting
February 8th, 2024

107
108 Mr. Garvas moved, second by Ms. Brandt, to **adopt RES.NO. 12-2024 and post the same according to**
109 **law.** Motion carried by a unanimous voice vote. **RES.NO. 12-2024 declared and adopted.**
110

111
112 **MOTIONS / OTHER LEGISLATIVE ACTION:** None
113

114
115 **MAYOR'S REPORT**
116

117 ~ Happy Birthday to my wife, whose birthday is tomorrow, and Mr. Ventura, whose birthday was
118 yesterday!
119 ~There was a fatal accident involving a tanker truck with 7500 gallons of diesel fuel on the I-271
120 bridge over State Highway 8. While many details are yet unknown, it was a testament to how
121 well the various agencies reacted to the situation. ODOT would not re-open the roadway if they
122 were not completely safe to drive on, so motorists can be confident. Condolences to the family of
123 the driver.
124 ~B&B Theaters are coming in to the former Cinemark location and are set to begin renovating the
125 interior on March 1 and hope to re-open by August 1.
126 ~Please don't drive distracted—put down the phone and drive your car!
127

128
129 **COMMITTEE REPORTS**
130

131 **Parks & Recreation Commission:** Ms. Brandt thanked Dr. Joyce for applying to be on the Parks &
132 Recreation Commission and Council for approving her appointment. The next meeting, which is open to
133 the public, is on Wednesday, February 21 at the Recreation Center.
134

135 **DEPARTMENT REPORTS**
136

137 **Service Department:** Director Wilson – Credit to the Service Department personnel for their role in the
138 aftermath of the January 27th accident.
139

140 **Engineer:** Director Gigliotti – Thanks to Council for passing Resolutions 11 & 12. Soon there will be
141 contract award recommendations for these two as well as the 2024 road program.
142

143 The Mayor thanked Dir. Gigliotti for also being present and lending help during January 27th even though
144 it is not part of his duties.
145

146 **Parks and Recreation Department:** – Director Chadock – There was recent pump damage resulting in
147 the hot tub being closed for today, but a necessary piece of replacement equipment was available so the
148 hot tub should re-open tomorrow night. A new steam generator has been ordered for the steam room and
149 should be in next week. The new HVAC system for the Recreation Center will be coming sometime this
150 Spring, which will necessitate a two-week shutdown. It is anticipated this will happen in April but may
151 be pushed to May.
152

153 Ms. Brandt asked Dir. Chadock to address the price rates for membership to the Recreation Center, to
154 which Dir. Chadock responded there is a 7.5% overall increase to every membership level. Members can
155 lock in their 2023 rate by the end of this week, and Dir. Chadock noted this is the first rate increase since
156 2018.
157

158 Mr. Ventura asked whether SilverSneakers will still be honored, to which Dir. Chadock replied in the
159 affirmative.

Record of Proceedings
Regular Council Meeting
February 8th, 2024

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Finance Department: Director Veres – Residents can file for a RITA refund and the deadline is July 15 unless you have an extension. Information is being gathered to be reimbursed by the trucking company’s insurance for all the hours spent by Macedonia staff tending to the accident.

IT Department: Director Collins – Thanks to the safety forces and Service Department for their handling of the incident on January 27th. Major projects include updates to the front desk of the Recreation Center and in the Police Department.

Building Department: Commissioner Rodic – Absent

HR Department: Director Smith – Making progress on online training setup and working with Dir. Wilson to hire a mechanic for the Service Department.

Fire Department: Chief Ripley – Safety forces plan for events like what transpired on January 27th. Several county-based teams (IMAT, HazMat) assisted. The EPA is overseeing work on Brandywine Creek with fuel runoff. 12 off-duty Fire Department staff came in to help, along with lots of extra help from departments in the region. Thankfully no additional injuries beyond the driver of the tanker truck. Drones were utilized to monitor fires.

Police Department: Chief Yakopovich – Appreciate the mutual aid on January 27th and thanks to the public for patience during traffic issues resulting from the road closures. Officer Chad Redfern will start on February 18, who is replacing retired officer Rizzo.

Law Department: Director Guidetti – No report

UNFINISHED BUSINESS:

Ms. Tulley thanked Police, Fire, ODOT and the Mayor’s office for continuing to put out updates during and after the January 27th accident.

The Mayor thanked Communications Specialist Christy Young for her work in keeping the public informed.

NEW BUSINESS:

The Mayor thanked Mrs. Dean and the Nordonia National Honors Society students for attending this evening—it means a lot to him and the safety forces.

There being no further business, Ms. Tulley moved, second by Mr. Ventura, to **adjourn the meeting**. The motion passed **unanimously** pursuant to a voice vote and the meeting was adjourned at approximately 8:03p.m.

Date: _____

Attest: _____
Jon Hoover, Clerk of Council

Mayor: _____
Nicholas Molnar

ORIGINATOR: ADMINISTRATION

SPONSOR: Garvas

**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 & 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

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

Lance Osborne

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.

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:

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

0

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

N/A

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

N/A

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
Total New Project Investment:	\$6,081,743.00

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.

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: ADMINISTRATION/FINANCE DIRECTOR

SPONSOR: Garvas

**CITY OF MACEDONIA
ORDINANCE NO. 13 – 2024**

**AN EMERGENCY ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A ONE-YEAR CONTRACT WITH
“OHIO PLAN RISK MANAGEMENT, INC.” FOR CERTAIN INSURANCE
COVERAGE FOR THE CITY OF MACEDONIA BEGINNING APRIL 1, 2024**

WHEREAS, it is necessary and in the best interest of the City of Macedonia to maintain property and liability coverage for the City;

WHEREAS, the City’s currently liability insurance coverage with the Ohio Mutual Joint Self-Insurance Pool (“OMJSP”) will terminate as of April 1, 2024; and

WHEREAS, the City’s Director of Finance and the OMJSP have recommended “Ohio Plan Risk Management, Inc.” as the best alternate provider for such benefits; and

WHEREAS, Council wishes to authorize the Mayor to enter into an agreement with Ohio Plan Risk Management, Inc. to provide property and liability coverage for the City of Macedonia for a 1-year period beginning April 1, 2024.

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

Section 1. The Mayor is authorized and directed to enter into an agreement for property and liability insurance coverage through Ohio Plan Risk Management, Inc. for a 1-year period beginning April 1, 2024, pursuant to the terms and conditions as set forth in the Ohio Plan Package Proposal which is 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 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



Ohio Plan Package Proposal

City of Macedonia

9691 Valley View Road
Macedonia, OH 44056

Effective Date of Coverage: 04/01/24 to 04/01/25

▶ **Prepared by:**
AssuredPartners of Ohio, LLC
3900 Kinross Lakes Parkway
Richfield, OH 44286



BOARD OF DIRECTORS

With history dating back to 1988, the Ohio Plan Risk Management, Inc. (Ohio Plan) was formed to provide affordable, comprehensive property and liability coverage to Ohio’s public entities. The Ohio Plan is managed by a board of directors composed of individual representatives from a diverse selection of local governments. The board of directors ensures the Ohio Plan meets the common needs of all its members.

Board Officers

<p><u>Chris Gilbert</u> Ohio Plan - President Springfield Township Hamilton County cgilbert@springfieldtp.org</p>	<p><u>Joel Montgomery</u> Ohio Plan – Vice President City of Wooster Wayne County jmontgomery@woosteroh.com</p>	<p><u>Bret Henninger</u> Ohio Plan - Secretary Great Parks Hamilton County bhenninger@greatparks.org</p>
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Board Members

<p><u>John Applegate</u> City of Union Montgomery County japplegate@unionoh.org</p>	<p><u>Erika Buri</u> The Olander Park System Lucas County eburi@olanderpark.com</p>	<p><u>Jim Crandall, CPA</u> Muskingum Watershed Conservancy District Tuscarawas County jcrandall@mwcd.org</p>
<p><u>Jamie Giguere</u> City of Wauseon Fulton County Jamie.giguere@cityofwauseon.com</p>	<p><u>Michael Hampton</u> Springfield Township Lucas County mhampton@springfieldtownship.net</p>	<p><u>Kerry Reed</u> Newton Falls Public Library Trumbull County kerryreed@newtonfalls.org</p>
<p><u>Joseph F. Stefanov</u> City of New Albany Franklin County jstefanov@newalbanyohio.org</p>		<p><u>Jennifer Wilder</u> City of Oakwood Montgomery County wilder@oakwood.oh.us</p>



MEMBER BENEFITS | PRODUCT & SERVICES

A majority of the Ohio Plan members stay with the Ohio Plan Risk Management Inc. year after year. The following are some of the reasons for their long-term commitment to the program.

MEMBER BENEFITS

- Membership retention is over 95% each year.
- Liability coverages are “Occurrence” forms.
- Policies are non-auditable.
- Ohio Plan is NOT an assessable program.
- Ohio Plan services are provided from Toledo, Ohio by the administrator, Hylant Administrative Services (HAS).
- Regional roundtables are sponsored throughout the year to promote membership benefit awareness, and to meet other members along with the local Ohio Plan board member, Ohio Plan regional representative, claim adjusters, servicing underwriters and risk managers.

RISK MANAGEMENT SERVICES

- Each member is provided with a risk manager responsible for identifying probable sources of risk and recommending improvement strategies.
- Risk Managers review established policy and procedure manuals and offer writing opinions.
- Committed to staying abreast of the changing conditions affecting Ohio’s public entities, while anticipating and planning for changes in state law, technological developments and new insurance services
- Ohio Plan publishes a newsletter three times a year, containing informative articles of interest to public entities. Features include legislative updates, training and seminar schedules, and in-depth stories on how best to manage risk and provide adequate, up-to-date coverage.

CLAIM SERVICES

- Professional claim service personnel specializing exclusively in public entity claims.
- Expertise in claim defenses and Ohio immunities.
- Panel of attorneys throughout Ohio specializing in public entity litigation.
- Legal hot line for member inquiries.

MEMBER BENEFITS | PLAN ADVANTAGE

The Ohio Plan Advantage is a premium contribution that may be rewarded to a member on an annual basis based upon that member’s consecutive years of membership, loss ratio calculation and risk management practices.

Membership Years	Premium Contribution ⁽¹⁾
1 st Year with OPRM	Flat \$550
2 consecutive years	Flat \$550
3 consecutive years	Flat \$650
4 consecutive years	Maximum 3% - Minimum \$750
5 consecutive years	Maximum 3% - Minimum \$750
6 consecutive years	Maximum 4% - Minimum \$750
7 consecutive years	Maximum 5% - Minimum \$750
8 consecutive years	Maximum 6% - Minimum \$750
9 consecutive years	Maximum 7% - Minimum \$750
10 consecutive years	Maximum 8% - Minimum \$750
11 – 16 consecutive years	Maximum 9% - Minimum \$750
17 – 21 consecutive years	Maximum 11% - Minimum \$750
22 – 26 consecutive years	Maximum 14% - Minimum \$750
27 – 31 consecutive years	Maximum 16% - Minimum \$750
32+ consecutive years	Maximum 19% - Minimum \$750

⁽¹⁾ Lexipol subscribers/users receive an additional 1% contribution after completion of their three year initial Lexipol period.

Loss Ratio Calculation - Maximum Points 60:

The loss ratio score is equal to the difference between 60, the maximum points available, and the member’s loss ratio for the most recent 5 completed policy years preceding the policy term during which the renewal premium of the member is calculated. (For members with less than 5 consecutive policy years of membership, the loss ratio will be based on the number of completed Ohio Plan policy years preceding the policy term during which the renewal premium of the member is calculated.) A member’s loss ratio is calculated by dividing the member’s incurred losses by the premium.



MEMBER BENEFITS | PLAN ADVANTAGE

Risk Management Calculation - Maximum Points 40:

The risk management score is a calculation based upon actions taken by a member to address 8 core areas of risk. Each area of risk will be weighted equally and each area will be rated separately. Scoring within each area will either be a 0, 1, 3, or 5 (i.e. if a member has all 3 elements in a core area, they will receive 5 points. If they have no elements, they will receive a 0.)

A member must provide a response to risk management recommendations in order to qualify for the Risk Management portion of the Plan Advantage.

Eight Core Areas of Risk

1 Employee Manuals

- Employee Manual is current
- Distributed to employees with an acknowledgement that they received the manual
- Employees have been trained on the manual

2 Background Checks

- Performed as part of the hiring process
- Annual Motor Vehicle Report process
- Volunteers

3 Contracts

- Contracts are written and include the appropriate hold harmless and additional insured language (when applicable)
- They have been reviewed by the member's legal counsel
- Member has obtained the necessary certificates of insurance

4 Inspections (performed for each area below are documented and correction actions being taken)

- Building
- Vehicles
- Grounds

5 Citizen Complaints

- A formal process exists and has been communicated
- A method of documentation exists
- Complaints are responded to and being resolved

6 Cyber Data Protection

- Multiple layers of authentication
- Isolated systems for financial transactions

- A robust process to detect and prevent malicious programs from embedding themselves into data systems

7 Public Records

- Records Retention Matrix
- Records properly stored and secured
- Public records request policy

8 Employee Training

- Complete Hazcom Training update from OSHA
- Updated PPE assessment for reflective clothing
- Job Descriptions



MEMBER BENEFITS | LEXIPOL

The Ohio Plan has partnered with Lexipol in order to offer Ohio Plan members enhanced risk management tools for their public safety departments. Lexipol is America’s leading provider of risk management solutions for public safety organizations. They provide **law enforcement** and **fire departments** with comprehensive, customizable, state-specific policies on a broad range of risk-centric topics, along with integrated Daily Training Bulletins that address department-specific policy areas – all through a unique web-based system.

The partnership with Lexipol provides Ohio Plan members a discount off their Lexipol subscription fees.⁽¹⁾ In addition, to further encourage proactive risk management and assist members with the expense of this invaluable service, the Ohio Plan established a Lexipol Subscription Subsidy program.⁽²⁾

Lexipol Subscription Subsidy Program	
1st Year Lexipol Subscription Fee	50% Ohio Plan Reimbursement
2nd Year Lexipol Subscription Fee	30% Ohio Plan Reimbursement
3rd Year Lexipol Subscription Fee	20% Ohio Plan Reimbursement

⁽¹⁾ Lexipol’s fee and discount structure is provided separately.

⁽²⁾ Subject to receipt of the Ohio Plan’s Lexipol Subscription Subsidy Program Participation Agreement.

Lexipol brings the following advantages to law enforcement and/or fire agencies:

- The Lexipol system helps public safety organizations reduce risk and stay ahead of litigation trends.
- Provides regular client alerts in response to precedent-setting court decisions. Urgent updates are provided when needed.
- Public safety agencies have a clear, straightforward, professional policy manual that is legally defensible.
- The Lexipol state-specific policy manual is easily accessible by all members of your department because it is web-based and available 24/7.

To learn more about the Ohio Plan’s Lexipol Subscription Subsidy Program please visit ohioplan.org or to learn more about Lexipol’s services go to Lexipol.com.



Entity Name: City of Macedonia

PROPERTY

COVERAGE DESCRIPTION	LIMITS
Building and Personal Property	\$24,831,348
Specific Building and Personal Property <i>See the Property Schedule for those locations covered on a blanket limit vs. specific basis.</i>	\$ 0
Flood and Mudslide	Not Covered
Earthquake and Volcanic Eruption	\$1,000,000
Business Income with Extra Expense	\$500,000
Legal Liability – Real Property	\$1,000,000
Ordinance or Law Coverage	\$500,000

CAUSES OF LOSS: Special Form – Risks of direct physical loss subject to specified exclusions and limitations.

COINSURANCE: Agreed Amount

VALUATION: See Property Schedule

DEDUCTIBLES:

- Per Occurrence: \$1,000
- Electric Substations and Transformers: \$10,000
- Flood and Mudslide: Not Covered
- Earthquake and Volcanic Eruption: \$25,000
- Unmanned Aerial Systems:

MAJOR EXCLUSIONS:

- Terrorism
- Pollution
- Mold
- Electronic Functionality
- Flood zones A and V, even if flood coverage is purchased


Entity Name: City of Macedonia

PROPERTY

ADDITIONAL COVERAGE/ EXTENSIONS:

• Accounts Receivable	\$250,000
• Animal Mortality/Injury	\$40,000
• Arson Reward	\$25,000
• Athletic Fields – Natural and Artificial Turf	\$200,000
• Builders Risk	\$500,000
• Building Glass Coverage	Included
• Cemetery Buildings	\$25,000
• Claim Preparation Expense	\$50,000
• Commandeered Property	\$100,000
• Crime Reward	\$1,000 Per Person Subject to \$5,000 Maximum
• Electronic Data	\$1,000
• Expediting Expense	\$250,000
• Debris Removal	25% of Loss
• Fine Arts	\$25,000
• Fire Department Service Charge	Actual Fire Department Service Charge
• Fire Protective Devices	\$5,000
• Inflation Guard	6%
• Lock Re-Keying	\$2,500
• Newly Acquired/Constructed Property	
Building	\$2,000,000/180 days
Personal Property	\$1,000,000/180 days
• Non-owned Detached Trailers	\$5,000
• Outdoor Property	\$100,000
Any One Tree, Shrub or Plan	\$1,000
Any Other Single Item	\$5,000
• Paved Surfaces	\$100,000
• Personal Effects of Employees – Per Claim	\$2,500
• Preservation of Property	Included
• Pollution Clean-up	\$100,000
• Property in Transit	\$100,000

Disclaimer: The abbreviated outlines of coverage used throughout this document are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverage and do not detail all policy terms nor do they alter any policy conditions. Please read your policy for specific coverages, limitations and restrictions and call us with questions.



Entity Name: City of Macedonia

PROPERTY SCHEDULE

PREM #	BLDG #	DESCRIPTION	ADDRESS	BUILDING LIMIT	PERSONAL PROPERTY LIMIT	PROPERTY IN OPEN LIMIT	VALUATION ⁽¹⁾	SPECIFIC LIMIT
1	1	City Center	9691 Valley View Rd.	\$9,966,000	\$490,552	\$ 0	RC	
1	2	City Hall Police and Fire	9691 Valley View Rd.	\$ 0	\$479,029	\$ 0	RC	
1	3	Telephone Equipment Building	9691 Valley View Rd.	\$978,000	\$8,756	\$ 0	RC	
1	4	First From the Flames - Bronze Statue	9691 Valley View Rd.	\$ 0	\$ 0	\$169,606	RC	
1	5	Sign at Valley View Rd. Entrance	9691 Valley View Rd.	\$ 0	\$ 0	\$18,942	RC	
1	6	Sign at Rt. 82 Entrance	9691 Valley View Rd.	\$ 0	\$ 0	\$18,942	RC	
2	1	Cell Tower	9683 Valley View Rd.	\$ 0	\$ 0	\$75,970	RC	
2	2	Old Fire Dpet. - Service Garage #2	9683 Valley View Rd.	\$74,328	\$ 0	\$ 0	RC	
3	1	Family Recreation Center	1494 E. Aurora Rd.	\$8,375,503	\$1,130,693	\$ 0	RC	
4	1	Manor House	Longwood Park 1634 E. Aurora Rd.	\$313,812	\$42,252	\$ 0	RC	
4	2	Park Restrooms	Longwood Park 1634 E. Aurora Rd.	\$27,872	\$3,763	\$ 0	RC	
4	3	Barn & Shed #1	Longwood Park 1634 E. Aurora Rd.	\$44,478	\$6,005	\$ 0	RC	
4	4	Shelter #1	Longwood Park 1634 E. Aurora Rd.	\$19,539	\$ 0	\$ 0	RC	
4	5	Baseball Concession Stand w/Restrooms	Longwood Park 1634 E. Aurora Rd.	\$97,513	\$13,164	\$ 0	RC	

Disclaimer: The abbreviated outlines of coverage used throughout this document are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverage and do not detail all policy terms nor do they alter any policy conditions. Please read your policy for specific coverages, limitations and restrictions and call us with questions.

PREM #	BLDG #	DESCRIPTION	ADDRESS	BUILDING LIMIT	PERSONAL PROPERTY LIMIT	PROPERTY IN OPEN LIMIT	VALUATION ⁽¹⁾	SPECIFIC LIMIT
4	6	Barn & Shed #2	Longwood Park 1634 E. Aurora Rd.	\$44,478	\$6,005	\$ 0	RC	
4	7	Shelter #2	Longwood Park 1634 E. Aurora Rd.	\$19,539	\$ 0	\$ 0	RC	
4	8	Shelter #3	Longwood Park 1634 E. Aurora Rd.	\$12,669	\$ 0	\$ 0	RC	
4	9	Playground	Longwood Park 1634 E. Aurora Rd.	\$ 0	\$ 0	\$25,338	RC	
4	10	Pump House	Longwood Park 1634 E. Aurora Rd.	\$6,335	\$ 0	\$ 0	RC	
4	11	Fishing Pier	Longwood Park 1634 E. Aurora Rd.	\$ 0	\$ 0	\$25,338	RC	
4	12	Baseball Diamonds, Dugouts, Fencing	Longwood Park 1634 E. Aurora Rd.	\$ 0	\$ 0	\$63,345	RC	
4	13	Baseball Field Lighting	Longwood Park 1634 E. Aurora Rd.	\$ 0	\$ 0	\$240,711	RC	
4	14	Brick Entrance Wall w/LED Sign at Longwood Park	Longwood Park 1634 E. Aurora Rd.	\$ 0	\$ 0	\$98,400	RC	
5	1	Gazebo, Monument, Stone Work, Lighting	Veteran's Memorial Park	\$ 0	\$ 0	\$126,690	RC	
6	1	Domar Salt Storage Shed	9000 Valley View Rd.	\$111,073	\$ 0	\$ 0	RC	
6	2	Service Garage #1	9000 Valley View Rd.	\$444,000	\$24,967	\$ 0	RC	
6	3	Storage Shed	9000 Valley View Rd.	\$100,000	\$ 0	\$ 0	RC	
7	1	Service Garage #3	946 E. Twinsburg Rd.	\$726,000	\$11,089	\$ 0	RC	
7	2	Salt Storage Shed	946 E. Twinsburg Rd.	\$111,071	\$ 0	\$ 0	RC	
7	3	Storage Shed #1	946 E. Twinsburg Rd.	\$6,335	\$ 0	\$ 0	RC	

PREM #	BLDG #	DESCRIPTION	ADDRESS	BUILDING LIMIT	PERSONAL PROPERTY LIMIT	PROPERTY IN OPEN LIMIT	VALUATION ⁽¹⁾	SPECIFIC LIMIT
7	4	Storage Shed #2	946 E. Twinsburg Rd.	\$11,500	\$ 0	\$ 0	RC	
8	1	Shelter	Sugarbrush Park: 916 Ledge Rd.	\$19,539	\$ 0	\$ 0	RC	
8	2	Baseball Diamond & Fencing	Sugarbrush Park: 916 Ledge Rd.	\$ 0	\$ 0	\$12,669	RC	
8	3	Playground	Sugarbrush Park: 916 Ledge Rd.	\$ 0	\$ 0	\$12,669	RC	
8	4	Basketball Court	Sugarbrush Park: 916 Ledge Rd.	\$ 0	\$ 0	\$12,669	RC	
9	1	Brick Welcome Sign	Corner of Rt. 82 and Macedonia Commons Blvd.	\$ 0	\$ 0	\$75,000	RC	
10	1	34 Light Poles located on Rt. 8	Rt. 8	\$ 0	\$ 0	\$129,200	RC	
TOTAL				\$21,509,584	\$2,216,275	\$1,105,489		

- ⁽¹⁾ RC Replacement Cost
- ACV Actual Cash Value
- FRC Functional Replacement Cost
- HV Historical Value

Entity Name:

EQUIPMENT BREAKDOWN

COVERAGE DESCRIPTION	LIMITS
Property Damage - Any One Accident	\$24,831,348
Ammonia Contamination	\$250,000
Consequential Damage	\$250,000
Expediting Expenses	\$250,000
Hazardous Substance	\$250,000
Utility Interruption	\$250,000

COVERED LOCATIONS: As Scheduled on Application

COVERAGE: Comprehensive

RECOVERY: Repair or Replace

DEDUCTIBLES:

- Property Damage: \$1,000
- Deep Well Pumps, Electrical Substations and Transformers: \$10,000

MAJOR EXCLUSIONS:

- Terrorism
- Mold
- Electronic Functionality

INSPECTIONS: State Boiler Inspections are required annually. Boiler Inspections are completed by Chubb through the Ohio Plan at no charge. Contact your Ohio Plan representative to schedule an appointment.

Entity Name: City of Macedonia

UNMANNED AERIAL SYSTEMS SCHEDULE

UAS #	MANUFACTURER AND SPECIFICATION OF UAV	MANUFACTURER AND SPECIFICATION OF BASE STATION AND TRANSMITTER	PAYLOAD SIZE AND CONTENT	TOTAL WEIGHT OF UAV AND CONTENT	DESCRIPTION OF OPERATIONS	REPLACE-MENT COST OF UAS
1	DJI Mavic 2 Enterprise Advanced	DJI				
2	DJI Inspire 1	DJI				
3	DJI Avata	DJI				
4	DJI Matrice 30T	DJI				
TOTAL						

Entity Name: City of Macedonia

SPECIAL PROPERTY (INLAND MARINE)

COVERAGE DESCRIPTION	LIMITS
Special Property - Scheduled	\$2,502,157
Special Property - Unscheduled (Any One Item \$15,000 or less)	\$10,000

- CAUSES OF LOSS:** Special Form – Risks of direct physical loss subject to specified exclusions and limitations.
- COINSURANCE:** None
- VALUATION:** Replacement Cost – Scheduled Values
- DEDUCTIBLE:** \$ 500
- COVERAGE INCLUDES:** Newly acquired equipment up to \$100,000 for 30 days after purchase.
- MAJOR EXCLUSIONS:**
- Terrorism
 - Mold
 - Electronic Functionality

SCHEDULED FINE ARTS

COVERAGE DESCRIPTION	LIMITS
Fine Arts - Scheduled	0

- CAUSES OF LOSS:** Risks of direct physical loss subject to specified exclusions and limitations.
- COINSURANCE:** None
- VALUATION:** Market Value

- DEDUCTIBLE:** Not Covered
- COVERAGE INCLUDES:** Newly acquired property up to \$5,000 for 30 days after purchase, pair, sets and parts clause and redisplay.
- MAJOR EXCLUSIONS:**
- Breakage of Fragile Property
 - Earthquake
 - Fungus
 - Mold
 - Water

TRANSMISSION AND DELIVERY LINES

COVERAGE DESCRIPTION	LIMITS
Transmission And Delivery Lines	0

- CAUSES OF LOSS:** Risks of direct physical loss subject to specified exclusions and limitations.
- COINSURANCE:** None
- VALUATION:** Replacement Cost
- DEDUCTIBLE:** Not Covered
- COVERAGE INCLUDES:** Newly acquired equipment up to \$10,000, Debris Removal and Pollution Clean Up.
- MAJOR EXCLUSIONS:**
- Government Action
 - Nuclear hazard
 - Collapse
 - Faulty, Inadequate Or Defective Planning, Zoning, Development, Design, Construction And Maintenance
 - Wear And Tear

Entity Name: City of Macedonia

SPECIAL PROPERTY SCHEDULE

ITEM#	DESCRIPTION	SERIAL NO.	VALUE
1	Contractors Equipment - On file		\$1,996,828
2	4 Allmand Portable Light Systems		\$43,900
3	Misc. Communication Equipment		\$124,629
4	Misc Property - TBD		\$241,440
5	2009 Kawasaki KAF620 Mule		\$8,560
6	2022 Polaris Ranger 1000XP Crew		\$36,800
7	Leased or Borrowed		\$50,000
TOTAL			\$2,502,157

FINE ARTS SCHEDULE

ITEM#	DESCRIPTION	VALUE
TOTAL		\$ 0

Entity Name: City of Macedonia

COMPUTER

COVERAGE DESCRIPTION	LIMITS
Computer Equipment	\$217,675
Media and Data	\$86,500
Property Away from Premises	\$5,000
Computer Virus	\$1,000
Business Income	Not Covered
Extra Expense	\$20,000

CAUSES OF LOSS: Special Form – Risks of direct physical loss subject to specified exclusions and limitations.

COINSURANCE: None

VALUATION:

- Computer Equipment – Replacement Cost
- Data and Media – Reconstruction Cost

DEDUCTIBLES:

- Equipment/Media and Data: \$ 500
- Business Income: Not Covered
- Extra Expense: None

COVERAGE INCLUDES:

- Short Circuit/Electrical Disturbance – Up to \$25,000
- Computer Equipment in Transit

MAJOR EXCLUSIONS:

- Terrorism
- Mold
- Electronic Functionality

Entity Name: City of Macedonia

SUMMARY OF COVERAGE

CRIME COVERAGE	LIMITS
Public Employee Dishonesty ¹	\$250,000
Inside the Premises – Theft of Money and Security	\$50,000
Outside the Premise	\$50,000
Forgery and Alterations	\$50,000
Computer Fraud ¹	\$50,000
Funds Transfer Fraud ¹	\$50,000
Social Engineering Fraud ²	\$25,000
Destruction of Electronic Data or Computer Programs	\$5,000
Telephone Toll Fraud	\$5,000
Credit, Debit or Charge Cards	\$5,000

Deductibles

Public Employee Dishonesty	\$1,000
Inside the Premises	\$ 250
Outside the Premise	\$ 250
Forgery and Alterations	\$ 250
Computer Fraud	\$ 250
Funds Transfer Fraud	\$ 250
Social Engineering Fraud	\$ 250
Destruction of Electronic Data or Computer Programs	\$ 250
Telephone Toll Fraud	\$ 250
Credit, Debit or Charge Cards	\$ 250

- Social Engineering Fraud is specifically excluded from the noted coverage agreements and only available under the separate Social Engineering Fraud coverage agreement.*
- Employees must make a reasonable effort to verify, but not through email, the authenticity of any change of account request or transfer instruction.*

CRIME POSITION/INDIVIDUAL SCHEDULE			
POSITION	INDIVIDUAL'S FULL NAME	LIMIT	EXCESS OF BOND

GENERAL LIABILITY

NAMED MEMBER: CITY OF MACEDONIA

POLICY TERM: 04/01/24 to 04/01/25

COVERAGE DESCRIPTION	LIMITS
Bodily Injury and Property Damage – Each Occurrence	\$6,000,000
General Aggregate	\$8,000,000
Products – Completed Operations Aggregate	\$8,000,000
Personal & Advertising Injury – Each Offense	\$6,000,000
Medical Expense – Per Person	\$10,000
Medical Expense – Any One Accident	\$50,000
Unmanned Aerial Systems	\$500,000

COVERAGE FORM: Occurrence

COVERAGE: Pays amounts you are legally required to pay resulting from bodily injury to others or damage to property of others.

DEDUCTIBLE: \$0

DEFENSE COSTS: In addition to the Coverage Limit

- WHO IS COVERED:**
- Named Member
 - Members of the Governing Body
 - Members of any Boards or Commissions
 - Elected or Appointed Officials
 - Employees
 - Volunteers

GENERAL LIABILITY

COVERAGE INCLUDES:

- Host Liquor Liability
- Special Events Liability – Excludes firework displays unless listed as a separate exposure on the application
- Contractual Liability for Covered Contracts
- No Fellow Employee Exclusion
- Care, Custody and Control Coverage - \$100,000 Limit
- Sewer Backup
- Governmental Medical Liability
- Cemetery Professional Liability (Does not apply to Libraries)
- See Liability Exposures Schedule, if applicable

MAJOR EXCLUSIONS:

- Terrorism
- Asbestos Hazard
- Lead
- Medical Payments for Athletic Events
- Nuclear
- Electronic Functionality
- Mold
- Pollution

POLLUTION EXCEPTIONS:

- Pesticide or Herbicide Application: Included
- Water Treatment Chemical Application: Excluded
- Swimming Pool Chemical Application: Included
- Streets and Roads Chemical Application: Included
- Fire and Hazmat Chemical Application: Included
- Mace, Pepper Spray, Tear Gas Release: Included

Entity Name: City of Macedonia

EMPLOYEE BENEFITS LIABILITY

COVERAGE DESCRIPTION	LIMITS
Each Incident	\$6,000,000
Annual Aggregate	\$8,000,000

COVERAGE FORM: Occurrence

COVERAGE: Pays amounts you are legally required to pay resulting from an act, error or omission in the administration of your employee benefits.

DEDUCTIBLE: Not Applicable

DEFENSE COSTS: In addition to the Coverage Limit

WHO IS COVERED:

- Named Member
- Members of the Governing Body
- Members of any Boards or Commissions
- Elected or Appointed Officials
- Employees

MAJOR EXCLUSIONS:

- Terrorism
- Mold

Entity Name: City of Macedonia

EMPLOYERS LIABILITY

COVERAGE DESCRIPTION	LIMITS
Bodily Injury by Accident – Each Accident	\$6,000,000
Bodily Injury by Disease – Each Employee	\$6,000,000
Bodily Injury by Disease – Aggregate	\$6,000,000

COVERAGE FORM: Occurrence

COVERAGE: Pays amounts you are legally required to pay resulting from bodily injury, sickness or disease by accident or disease arising out of your employment.

DEDUCTIBLE: Not Applicable

DEFENSE COSTS: In addition to the Coverage Limit

WHO IS COVERED:

- Named Member
- Members of the Governing Body
- Members of any Boards or Commissions
- Elected or Appointed Officials

MAJOR EXCLUSIONS:

- Terrorism
- Mold

Entity Name: City of Macedonia

PUBLIC OFFICIALS ERRORS AND OMISSIONS & EMPLOYMENT PRACTICES LIABILITY

COVERAGE DESCRIPTION	LIMITS
Errors & Omissions – Each Wrongful Act	\$6,000,000
Errors & Omissions – Annual Aggregate	\$8,000,000
Employment Practices – Each Wrongful Act	\$6,000,000
Employment Practices – Annual Aggregate	\$8,000,000
Back Wages – Annual Aggregate	\$25,000
Non-Monetary Defense – Annual Aggregate	\$25,000

- DEDUCTIBLE:**
- Errors and Omissions: \$25,000
 - Employment Practices \$25,000
 - Back Wages: \$5,000
 - Non-Monetary Defense: \$5,000

COVERAGE FORM: Occurrence

COVERAGE: Pays amounts you are legally required to pay resulting from any error, omission, neglect, breach of duty or violation of Federal Civil or State Civil Rights laws committed in the discharge of duties.

DEFENSE COSTS: In addition to the Coverage Limit with the exception of Back Wages.

- WHO IS COVERED:**
- Named Member
 - Members of the Governing Body
 - Members of any Boards or Commissions
 - Elected or Appointed Officials
 - Employees

- MAJOR EXCLUSIONS**
- Terrorism
 - Mold
 - Electronic Functionality

Entity Name: City of Macedonia

LAW ENFORCEMENT OFFICERS LIABILITY

COVERAGE DESCRIPTION	LIMITS
Each Wrongful Act	\$6,000,000
Annual Aggregate	\$8,000,000
Medical Expense – Per Person	\$10,000
Medical Expense – Any One Accident	\$50,000

DEDUCTIBLE: \$25,000

COVERAGE FORM: Occurrence

COVERAGE: Pays amounts you are legally required to pay resulting from any act, error or omission, neglect or breach of duty while conducting law enforcement activities.

DEFENSE COSTS: In addition to the Coverage Limit

WHO IS COVERED:

- Named Member
- Members of the Governing Body
- Members of any Boards or Commissions
- Elected or Appointed Officials
- Employees

COVERAGE INCLUDES: Moonlighting of Officers, subject to department approval.

MAJOR EXCLUSIONS:

- Terrorism
- Mold

Entity Name: City of Macedonia

AUTOMOBILE

COVERAGE DESCRIPTION	LIMITS
Bodily Injury Liability and Property Damage Liability Combined Single Limit – Each Accident	\$6,000,000
Uninsured/Underinsured Motorists Bodily Injury	\$50,000
Medical Payments – Each Accident	\$5,000

DEDUCTIBLE:	Liability	0
	Comprehensive and Collision	Refer to Auto Schedule

AUTOMOBILES: Refer to Auto Schedule

- COVERAGE INCLUDES:**
- Non-Owned and Hired Automobile Liability
 - No Fellow Employee Exclusion
 - Hired Auto Physical Damage - \$50,000
Comprehensive Deductible - \$500
Collision Deductible - \$500
 - Lease Gap Coverage - \$25,000
 - Rental Reimbursement - \$50 per day/\$1,500 max.
 - Freezing or extreme temperatures for equipment used for street, road or sewer construction, maintenance or cleaning

EMERGENCY AUTOS

- COVERAGE INCLUDES:**
- Emergency Hired Auto Physical Damage - \$100,000
Comprehensive Deductible - \$500
Collision Deductible - \$500
 - Rental Reimbursement - \$500 per day/\$10,000 max.
 - Freezing or Extreme Temperatures
 - Recertification

- MAJOR EXCLUSIONS:**
- Terrorism
 - Mold

Automobile coverage is subject to acceptable state motor vehicle reports. Coverage will be excluded for any covered auto while being operated by a driver that does not meet the Ohio Plan's acceptability standards.

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Entity Name: City of Macedonia

AUTOMOBILE SCHEDULE

VEH#	INV#	YEAR	DESCRIPTION	VIN#	COST NEW	REPLACEMENT COST/STATED AMOUNT	DEPT	COMP DED.	COLL DED.	VALUATION
1		2014	Ford Explorer		\$35,480		Police	\$500	\$500	ACV
2		2017	Ford Fusion		\$17,601		Police	\$500	\$500	ACV
3		2018	Dodge Charger		\$23,550		Police	\$500	\$500	ACV
4		2018	Dodge Charger		\$23,550		Police	\$500	\$500	ACV
5		2018	Dodge Charger		\$23,550		Police	\$500	\$500	ACV
6		2018	Dodge Charger		\$23,550		Police	\$500	\$500	ACV
7		2018	Dodge Charger		\$23,500		Police	\$500	\$500	ACV
8		2018	Dodge Charger		\$23,500		Police	\$500	\$500	ACV
9		2017	Ford Explorer		\$27,489		Police	\$500	\$500	ACV
10		2017	Ford Explorer		\$27,489		Police	\$500	\$500	ACV
11		2006	Toyota Sienna		\$25,130		Police	\$500	\$500	ACV
12		2015	Ford Explorer Police Interceptor		\$35,000		Police	\$500	\$500	ACV
13		2020	Chevy Tahoe		\$45,266		Police	\$500	\$500	ACV
14		2023	Chevy Tahoe		\$45,580		Police	\$500	\$500	ACV
15		2023	Chevy Tahoe		\$45,580		Police	\$500	\$500	ACV
16		2023	Chevy Tahoe		\$45,580		Police	\$500	\$500	ACV
17		2023	Chevy Tahoe		\$45,580		Police	\$500	\$500	ACV
18		2023	Chevy Tahoe		\$45,580		Police	\$500	\$500	ACV
19		2023	Dodge Pursuit Wagon		\$43,141		Police	\$500	\$500	ACV

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VEH#	INV#	YEAR	DESCRIPTION	VIN#	COST NEW	REPLACEMENT COST/STATED AMOUNT	DEPT	COMP DED.	COLL DED.	VALUATION
20		2022	Ford Explorer Police Wagon		\$58,806		Police	\$500	\$500	ACV
21		2022	Ford Explorer Police Wagon		\$58,806		Police	\$500	\$500	ACV
22		2023	Dodge Durango		\$43,141		Police	\$500	\$500	ACV
23		1999	Pier Pierce Fire Pumper			\$477,000	Fire	\$500	\$500	RC
24		2005	Pierce Pumper TK DAS			\$399,000	Fire	\$500	\$500	RC
25		2000	Ford Excursion SUV		\$37,573		Fire	\$500	\$500	ACV
26		2014	Ford F350 Super Duty		\$37,868		Fire	\$500	\$500	ACV
27		2002	Horton AM F50			\$147,444	Fire	\$500	\$500	RC
28		2010	Horton 3LP			\$212,812	Fire	\$500	\$500	RC
29		2017	Horton Ambulance			\$283,604	Fire	\$500	\$500	RC
30		1999	Surrey SMO		\$17,873		Fire	\$500	\$500	ACV
31		2000	Classic Trailer		\$7,025		Fire	\$500	\$500	ACV
32		2014	Ford Explorer		\$35,480		Fire	\$500	\$500	ACV
33		1998	Ambulance Van EMS Horton			\$119,007	Fire	\$500	\$500	RC
34		2019	Dodge Caravan		\$22,819		Fire	\$500	\$500	ACV
35		2020	Chevy Tahoe		\$45,000		Fire	\$500	\$500	ACV
37		2019	Pierce Fire Truck			\$1,279,015	Fire	\$500	\$500	RC
38		2022	Ford 623-1 Ambulance			\$270,225	Fire	\$500	\$500	RC
39		2008	Ford DRW Super Duty		\$20,258		Parks & Recreati	\$500	\$500	ACV

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VEH#	INV#	YEAR	DESCRIPTION	VIN#	COST NEW	REPLACEMENT COST/STATED AMOUNT	DEPT	COMP DED.	COLL DED.	VALUATION
40		2007	Ford F450 Utility Truck		\$32,892		Streets	\$500	\$500	ACV
41		2009	International		\$149,664		Streets	\$500	\$500	ACV
42		2013	International 7400SFA 4X2		\$75,984		Streets	\$500	\$500	ACV
43		2021	Nocae LLC Enclosed Trailer		\$14,071		Streets	\$500	\$500	ACV
44		2022	Nocae LLC Enclosed Trailer		\$14,071		Streets	\$500	\$500	ACV
45		2013	Dodge Charger		\$23,457		Mayor	\$500	\$500	ACV
46		2020	Dodge Durango		\$33,095		Mayor	\$500	\$500	ACV
47		2014	Ford F250		\$27,588		Other	\$500	\$500	ACV
48		1996	Ford Bucket Truck		\$41,075		Other	\$500	\$500	ACV
49		2009	International		\$68,737		Other	\$500	\$500	ACV
50		2015	Kenworth T37 Dump Truck		\$87,320		Other	\$500	\$500	ACV
51		2015	Kenworth T37 Dump Truck		\$82,620		Other	\$500	\$500	ACV
52		2015	Freightliner M2106		\$137,185		Other	\$500	\$500	ACV
53		2015	Freightliner M2106		\$134,596		Other	\$500	\$500	ACV
54		2012	International		\$73,564		Other	\$500	\$500	ACV
55		2017	Ford F350		\$33,085		Other	\$500	\$500	ACV
56		2017	Ford F350		\$31,085		Other	\$500	\$500	ACV
57		2017	Ford F350		\$31,085		Other	\$500	\$500	ACV
58		2017	Ford F350		\$33,085		Other	\$500	\$500	ACV

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VEH#	INV#	YEAR	DESCRIPTION	VIN#	COST NEW	REPLACEMENT COST/STATED AMOUNT	DEPT	COMP DED.	COLL DED.	VALUATION
59		2017	Ford F350		\$31,085		Other	\$500	\$500	ACV
60		2004	Hudson Trailer		\$10,000		Other	\$500	\$500	ACV
61		1990	Hatfield Tandem Utility Trailer		\$7,500		Other	\$500	\$500	ACV
62		1995	Butler Trailer		\$12,300		Other	\$500	\$500	ACV
63		2014	Ford SRW Super Duty		\$32,892		Other	\$500	\$500	ACV
64		2000	Ints Interstate TR 18DT		\$6,700		Other	\$500	\$500	ACV
65		2019	Dodge Ram 3500		\$38,547		Other	\$500	\$500	ACV
66		2019	Dodge Ram 3500		\$33,548		Other	\$500	\$500	ACV
67		2008	Ford F-250 Pickup		\$29,848		Other	\$500	\$500	ACV
68		2023	Dodge Durango		\$42,895		Police	\$500	\$500	ACV
69		2022	Jeep Renegade		\$30,880		Other	\$500	\$500	ACV
70		1995	Landscape Trailer		\$2,000		Other	\$500	\$500	ACV
71		2004	Jeep Grand Cherokee		\$29,080		Other	\$500	\$500	ACV
72		2014	Majestic Trailer		\$2,500		Other	\$500	\$500	ACV
73		2019	Bullex Training Trailer		\$125,244		Other	\$500	\$500	ACV
74		2020	Dodge Durango		\$37,100		Other	\$500	\$500	ACV
75		2022	Ford F750 Dump Truck		\$205,986		Other	\$500	\$500	ACV
76		2022	Ford F750 Dump Truck		\$205,986		Other	\$500	\$500	ACV
77		2021	Dodge		\$49,965		Police	\$500	\$500	ACV

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VEH#	INV#	YEAR	DESCRIPTION	VIN#	COST NEW	REPLACEMENT COST/STATED AMOUNT	DEPT	COMP DED.	COLL DED.	VALUATION
			Durango GT							
78		2022	Dodge Durango GT		\$49,174		Police	\$500	\$500	ACV
79		2022	Dodge 3500		\$47,900		Other	\$500	\$500	ACV
80		2022	Dodge Durango		\$46,100		Police	\$500	\$500	ACV
81		2023	Dodge Durango		\$48,800		Police	\$500	\$500	ACV
82		2023	Dodge Durango		\$40,600		Police	\$500	\$500	ACV
83		2023	Dodge Durango		\$40,600		Police	\$500	\$500	ACV
84		2023	Dodge Durango		\$40,600		Police	\$500	\$500	ACV
85		2023	Ford Explorer - Police Interceptor		\$47,907		Police	\$500	\$500	ACV
86		2023	Ford Explorer - Police Interceptor		\$47,907		Police	\$500	\$500	ACV
87		2023	Ford Explorer - Police Interceptor		\$47,907		Police	\$500	\$500	ACV
88		2022	Ford Eldorado Advance Transit		\$114,939		Transportation	\$500	\$500	ACV
89		2000	Ford F250		\$19,910		Other	\$500	\$500	ACV
90		2008	Ford F250		\$25,365		Other	\$500	\$500	ACV
TOTAL					\$3,686,369	\$3,188,107				

Entity Name: City of Macedonia

CYBER

COVERAGE DESCRIPTION	LIMITS
Data Breach and Privacy Liability – Each Claim	\$1,000,000
Data Breach Loss to Member – Each Unauthorized Access	\$1,000,000
Electronic Media Liability – Each Claim	\$1,000,000
Breach Mitigation Expense – Each Unintentional Data Compromise	\$1,000,000
Bricking Sublimit	\$50,000
Policy Aggregate	\$1,000,000

COVERAGE FORM: Claims Made

DEDUCTIBLE:		
Data Breach and Privacy Liability		\$5,000
Data Breach Loss to Member		\$5,000
Electronic Media Liability		\$5,000
Breach Mitigation Expense		\$5,000
Bricking		\$5,000

RETROACTIVE DATE: Data Breach and Privacy Liability
Electronic Media Liability

DEFENSE COSTS: Included within the Coverage Limit

EXTENDED REPORTING PERIOD: 12 Months for 100% of Cyber Premium

- WHO IS COVERED:**
- Named Member
 - Members of the Governing Body
 - Members of any Boards or Commissions
 - Elected or Appointed Officials
 - Employees
 - Volunteers

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Entity Name: City of Macedonia

TERRORISM | PROPERTY

COVERAGE DESCRIPTION

LIMITS

Building and Personal Property

\$28,172,680⁽¹⁾

Terrorism means an act, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organizations(s) committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

⁽¹⁾ Subject to a \$100,000,000 per occurrence limit and a \$100,000,000 aggregate limit per member for all covered losses with the exception of a \$1,000,000 Ohio Plan annual aggregate sublimit for Biological and Chemical Cleanup.

TERM: November 1, 2023 to November 1, 2024

VALUATION: Replacement Cost

DEDUCTIBLE: \$25,000

ADDITIONAL COVERAGE:

- Biological and Chemical Cleanup
- Debris Removal
- Extra Expense
- Business Interruption

The additional coverage afforded does not increase the per location aggregate, the Ohio Plan's aggregate limit or the sublimit shown above.

Entity Name: City of Macedonia

TERRORISM | PROPERTY

MAJOR EXCLUSIONS:

- Nuclear
- War
- Seizure or Illegal Occupation
- Chemical or Biological
- Electronic
- Vandals
- Increased Cost
- Consequential
- Loss of Use
- Failure to Supply
- Threat or Hoax
- Burglary

EXCLUDED PROPERTY:

- Land
- Power Transmission Lines
- Vacant Buildings
- Aircraft, Watercraft
- Vehicles
- Animals, Plants
- Property in Transit

Entity Name: City of Macedonia

TERRORISM | LIABILITY

COVERAGE DESCRIPTION	LIMITS
Each Occurrence per Member	\$6,000,000
Annual Aggregate per Member	\$8,000,000

TERM: November 1, 2023 to November 1, 2024

DEDUCTIBLE: \$10,000

COVERAGE FORM: Claims Made

COVERAGE: Bodily Injury and Property Damage

DEFENSE COSTS: Included in the Coverage Limit

WHO IS COVERED: Named Member

ADDITIONAL COVERAGE:

- Nuclear
- War
- Seizure or Illegal Occupation
- Pollutants
- Chemical or Biological
- Electronic
- Vandals
- Failure to Supply
- Threat or Hoax
- Punitive Damages

Entity Name: City of Macedonia

MALICIOUS ACT

COVERAGE DESCRIPTION	LIMITS
Malicious Act General Aggregate Limit	Not Covered
Death Benefit Aggregate Limit	Not Covered
Death Benefit Limit - Per Member	Not Covered
Medical Expense Aggregate Limit	Not Covered
Medical Expense Limit - Per Member	Not Covered
Funeral Services Aggregate Limit	Not Covered
Funeral Services Limit - Per Member	Not Covered
Personal Counseling Aggregate Limit	Not Covered
Personal Counseling Limit - Per Member	Not Covered
Travel Services Aggregate Limit	Not Covered
Travel Services Limit - Per Member	Not Covered

SUPPLEMENTARY PAYMENTS:

- Group Trauma Counseling Services
- Extra Security
- Temporary Workers
- Rental Substitute
- Job Retraining Expenses
- Recruitment Costs
- Crisis Management

COVERAGE:

Pays a death benefit, medical expenses and additional expenses in addition to the Supplementary Payments noted above as a result of bodily injury arising out of a malicious act including hostage taking.

WHO IS A MEMBER:

- Elected or Appointed Officials
- Employees, Temporary Workers, Authorized Volunteers
- Visitors, Customer, Contractors, and Vendors

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MAJOR EXCLUSIONS:

- Asbestos
- Lead
- Fungi or Bacteria
- Gang Members
- Pollution
- Suicide
- Toxic Materials
- War

Entity Name: City of Macedonia

PRIOR ACTS

COVERAGE DESCRIPTION	RETROACTIVE DATE
Public Officials and Employment Practices Liability	05/10/00
Employee Benefits	05/10/00
Employers' Liability	05/10/00

COVERAGE DEFINED: Extends the policy to apply to covered claims occurring between the retroactive date and the policy effective date, which are reported during the policy term.

COVERAGE: Follows the terms and conditions of the coverage designated as included above.

LIMITS: Subject to the limits of coverage designated as included above.

EXCLUSIONS: Subject to the exclusions of the coverage designated as included above.

EXTENDED REPORTING PERIOD:

- Automatic Coverage
 - Basic Extended Reporting Period – 90 days
- Optional Coverage
 - Supplemental Extended Reporting Period – 3 or 5 years
 - Premium determined upon request of coverage.
 - Request must be made within 90 days of cancellation.

Entity Name: City of Macedonia

GENERAL CONDITIONS

NOTICE OF CANCELLATION:	The company will provide sixty (60) days written notice of cancellation or non-renewal except for non-payment of premium, which remains ten (10) days written notice.
POLICY CHANGES:	The policy contains all the agreements between the member and the Ohio Plan Risk Management Inc. concerning the property and liability coverage afforded. The Named Member is authorized to make changes in the terms of the policy with the consent of the Ohio Plan.
POLICY PREMIUM:	See Premium Summary Once bound, premiums are fully earned unless the policy is cancelled by Ohio Plan Risk Management Inc. or a subsequent policy with no lapse in coverage issued. If Ohio Plan Risk Management Inc. cancel the policy the refund will be pro rata. Premium financing is available upon request.
COMMUNICABLE DISEASE EXCLUSION	This policy contains a communicable disease exclusion which excludes all liability, loss, injury or damage arising out of or contributed to or in connection with a communicable disease or fear or threat of a communicable disease. Please review your policy language fully to determine the extent of coverage.
PERFLUOROALKYL OR POLYFLUOROALKYL SUBSTANCES (PFAS) EXCLUSION	This policy contains an exclusion which excludes all liability, loss, injury or damage arising out of or contributed to or in connection with a Perfluoroalkyl Or Polyfluoroalkyl Substances (PFAS's). Please review your policy language fully to determine the extent of coverage.
SILICA	This policy contains an exclusion which excludes all liability, loss, injury or damage arising out of or contributed to or in connection with a Silica. Please review your policy language fully to determine the extent of coverage.

Entity Name: City of Macedonia

PAYMENT SUMMARY

COVERAGE	PREMIUM
Package	\$164,428
Ohio Plan Advantage Premium Contribution	\$ 550
Total Annual Payment	\$163,878

OHIO PLAN ADVANTAGE

The Ohio Plan Advantage is available to members with 4 or more consecutive years of membership with the Ohio Plan. The Named Member received the following premium contribution.

Active Ohio Plan Member since	
Loss Ratio Points (Up to 60 points) (60 – = Advantage Loss Ratio Points)	
Risk Management Points (Up to 40 points)	
Advantage Potential Premium Contribution	\$ 550
Advantage Final Premium Contribution	\$ 550

OPTIONS

NOTES

- Premium includes Ohio Plan's risk management services.

CLAIM SERVICES

As the claims administrator of the Ohio Plan Risk Management, HAS Claim Services has been essential in the success of the Ohio Plan. Their proactive approach in resolving claims both efficiently and economically has produced superior customer satisfaction.

HAS Claim Services has a network of attorneys throughout the state of Ohio that specialize in defending public entities. Many of the attorneys have provided defense to the Ohio Plan members nearly 20 years. As with HAS Claim Services staff, the attorneys are current on the latest in public entity litigation, immunities and defenses.

Ohio Plan members should report any occurrences or claims directly to their Regional Representative or to HAS Claim Services as soon as possible. A claims examiner will receive the claim within 1-hour of completion of the claims report and the Ohio Plan member will be contacted within 24-hours of receipt of claim by the claim examiner.

REPORTING A CLAIM

- 1 In the event of a claim, Ohio Plan members should notify their regional representative and provide the following information **as soon as possible**:
 - Entity's name (Covered Member)
 - Date of Occurrence
 - Description of Occurrence
 - Location of Occurrence
 - Loss information (Description of loss and damage to your property or property of others)
- 2 The regional representative completes a claims report and forwards the information to HAS Claim Services at which time the claim is assigned to a HAS claim representative.
- 3 HAS Claim Services performs an investigation to positively determine policy coverage, legal liability and damages sustained.
- 4 Within 24-hours of receipt of the claim, the HAS claim representative will contact the Ohio Plan member and review coverage availability and the presence of any excess exposures.
- 5 If a claim involves a severe injury or litigation and will remain open for an extended period of time, a resolution plan is developed by the HAS claim representative within 10 to 30 days of receipt of claim. HAS Claim Services management reviews the settlement plan to ensure the proper course of action is taken.
- 6 HAS claim representative will continue maintenance and follow-up with defense counsel and the covered member until the file is closed or resolved.

RISK MANAGEMENT SERVICES

Using many years of claims and loss control experience, the Ohio Plan's risk management department collaborates with each Plan member to create a unique risk management profile. The profiles are created by categorizing typical loss exposures into the core areas of risk. Focusing loss prevention efforts into five core areas allows all public entities, regardless of size or number of services, to concentrate their efforts on real loss control methods. Ohio Plan's risk management service includes:

Employee Handbook Review

We review current employee handbooks looking for:

- A recent review date
- A defined process for employee selection and on boarding
- Definition of employment expectations
- A signed acknowledgement of receipt by all personnel

Background Checks

We specifically ask the entity to describe any and all opportunities for the use of volunteers. Volunteers are a great resource. We view them as unpaid staff and recommend their backgrounds be reviewed similar to that of the employment background review.

Contracts

Most public entities have a policy allowing use of their facilities by the general public. The types of events held can vary greatly. We recommend a process by which the entity executes a facility usage agreement to adequately transfer liability to the third party user. Many times, these agreements are already in place and we simply review the language.

Inspections

We request a tour of all entity buildings and ask for documentation of facility and property inspections. We specifically look for and can assist you with:

- Facility maintenance and inspections
- Certified Playground Safety Inspections
- Fire department, health department or workers compensation inspections
- Vehicle routine maintenance and inspection documentation
- Water & Wastewater inspection documentation
- Police & Fire department inspection / certification documentation

Citizen Complaint Process

We review the member's process for receiving, recording and responding to citizen inquiries. Properly handled, citizen inquiries can become an asset. Poorly handled, citizen inquiries can become a liability. We specifically look for documentation of the activity generated to respond to the inquiry.

Upon completion of a risk management survey, members are provided with resource materials to assist with managing and/or mitigating the exposures identified during the visit.

Ohio Plan risk managers are available to provide technical assistance and conduct training on a variety of topics including playground safety, sexual harassment, and defensive driving to name a few. The Ohio Plan's goal is to collaborate with its members to teach them to actively manage their own risks.

REINSURANCE

The following companies are the reinsurance companies providing strength to the Ohio Plan Risk Management Inc. including their A.M. Best ratings.

American Agricultural Insurance Company

AM Best Rating, A, X
Reinsuring the Ohio Plan since 2011

Berkley Insurance Company

AM Best Rating: A+, XV
Reinsuring the Ohio Plan since 2021

Berk Re Fac

AM Best Rating: A++, XV
Reinsuring the Ohio Plan since 2019

Chubb Group of Insurance Companies

AM Best Rating: A++, XV
Reinsuring the Ohio Plan since 2001

Convex Re Limited

A.M. Best Rating: A-, XIV
Reinsuring the Ohio Plan since 2020

Great American Insurance Company

AM Best Rating: A+, XIV
Reinsuring the Ohio Plan since 2012

Hannover Re

AM Best Rating: A+, XV
Reinsuring the Ohio Plan since 2017

Lloyd’s of London

AM Best Rating: A, XV
Reinsuring the Ohio Plan since 2005

Markel Global Reinsurance Company

AM Best Rating: A, XIII
Reinsuring the Ohio Plan since 2006

Odyssey Reinsurance Company

AM Best Rating: A, XV
Reinsuring the Ohio Plan since 2007

Peak Reinsurance

AM Best Rating: A-, XII
Reinsuring the OSP since: 2023

Ryan Re

AM Best Rating: A+, XV
Reinsuring the Ohio Plan since 2019

Sompo Insurance Company

AM Best Rating: A+, XV
Reinsuring the Ohio Plan since 2003

Swiss Reinsurance America Corporation

AM Best Rating: A+, XV
Reinsuring the Ohio Plan since 2004

A.M. Best Rating Classifications

Secure Ratings

A++ and A+Superior
A and A-Excellent
B++ and B+Very Good

Vulnerable Ratings

B and B-Fair
C++ and C+Marginal
DPoor
SRating Suspended

Poor Ratings

E.....Under State Supervision
FIn Liquidation

Financial Size Category

XV	\$2 Billion or Greater
XIV	\$1.5 Billion to \$2 Billion
XIII	\$1.25 Billion to \$1.5 Billion
XII	\$1 Billion to \$1.25 Billion
XI	\$750 Million to \$1 Billion
X	\$500 Million to \$750 Million
IX	\$250 Million to \$500 Million
VIII	\$100 Million to \$250 Million

Note: Effective 11/1/2022, the Ohio Plan collects premium and makes claims payments for liability losses up to \$250,000 and covered property losses up to \$200,000.

INSURANCE TERMS

Actual Cash Value	Actual cash value is the cost to repair or replace the damaged property with materials of like kind and quality, less depreciation of the damaged property.
Aggregate Limit	A limit in an insurance policy stipulating the most it will pay for all covered losses sustained during a specified period of time.
Blanket Limit	A single limit of insurance that applies over more than one location or more than one type of coverage, or both. A blanket limit can be a hedge against the possibility of inaccurate property value estimates since the entire blanket limit can be applied to a loss at a single location.
Business Income	Insurance covering loss of income suffered by a business as a result of not being able to use property damaged by a covered cause of loss, during the time required to repair or replace it.
Claim	A demand by an individual or corporation to recover for loss.
Claims Made Form	<p>Under a claims-made policy, policyholders are covered for any incident that takes place and is reported to the carrier on or after the earliest date to which a specific insurance policy applies, as long as the policy is still in force. That date may be the effective (inception) date of the policy, or it may be an earlier (retroactive) date, which results from the purchase of retroactive (prior acts) coverage for a policyholder transferring from one claims-made carrier to another. (Examples to follow.)</p> <p><u>Because claims made policies are designed to cover only those incidents and claims that occur and reported while a specific policy is in effect,</u> policyholders must take special care when switching from one carrier to another. Upon termination of a claims-made policy with one carrier, policyholders should obtain either “tail” coverage (extended reporting coverage) from the carrier they are leaving or retroactive (Prior Acts) coverage from their new carrier. Either of these coverages insures against claims that are made in the future due to incidents that took place but were not reported while the previous claims made policy was in effect.</p>
Claims Paid Form	Under a claims-paid policy, policyholders are insured for a covered incident that takes place, reported to the carrier and paid by the carrier on or after the earliest date to which the a specific insurance policy applies and before the termination of coverage.



INSURANCE TERMS

**Claims Paid Form -
Continued**

Because claims-paid policies are designed to cover only those incidents and claims that occur, reported and paid while a specific policy is in effect, policyholders must take special care when switching from one carrier to another. Upon termination of a claims-paid policy with one carrier, policyholders must verify that all outstanding claims have been paid by the current carrier. If a claim has not been paid by the current carrier, upon changing carriers, the claim will become the responsibility of the insured. If it has been determined that the insured has no open or pending claims, the insured should obtain retroactive (Prior Acts) coverage from their new carrier. This will insure against claims that are made in the future due to incidents that took place but were not reported while the previous claims made policy was in effect. (Examples to follow.)

**Declaratory, Injunctive
and Equitable Relief**

Pays loss adjustment expense incurred by the insured for claims that seek non monetary results or actions including declaratory judgment, injunctions and equitable relief.

Employers Liability

Pays on behalf of the insured (employer) all sums that the insured shall become legally obligated to pay as damages because of bodily injury by accident or disease sustained by any employee of the insured arising out of and in the course of his employment by the insured.

**Employee Benefits
Liability**

Liability of an employer for an error or omission in the administration of an employee benefit program, such as failure to advise employees of benefit programs.

Equipment Breakdown

Coverage for loss caused by mechanical or electrical equipment breakdown, including damage to the equipment, damage to other property of the insured, and damage to property of others.

Extra Expense

Coverage for expenses in excess of normal operating expenses that are incurred to continue operations after a direct damage loss.

**Functional Replacement
Cost**

The cost to replace damaged property or destroyed property with property that serves the same function. It is used when replacement of damaged property with substantially identical property is either impossible or unnecessary.

**Medical Payments
(Auto)**

Coverage to pay for medical expenses for an insured whom sustains bodily injury caused by an auto accident, without regard to fault.



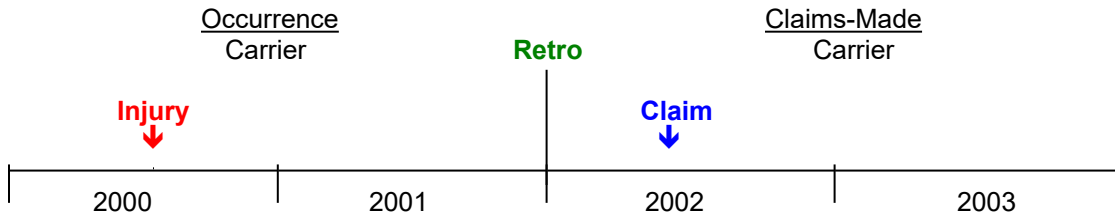
INSURANCE TERMS

Medical Expense (General Liability)	Coverage that reimburses others, without regard to the insured's liability, for medical or funeral expenses incurred by such persons as a result of bodily injury or death sustained by accident under the conditions specified in the policy.
Occurrence	An accident, including continuous or repeated exposure to substantially the same general harmful conditions.
Occurrence Form	<p>An occurrence form covers claims that arise out of damage or injury that took during the policy period, regardless of when claims are made. (Examples to follow.)</p> <p>The advantage of occurrence coverage is that neither retroactive (prior acts) nor tail coverage is needed when switching to another occurrence carrier or to a claims-made carrier. Coverage continues for any claims that are reported in the future as a result of incidents that took place while the occurrence policy was in effect.</p>
Ordinance or Law	Coverage to insure against loss caused by enforcement of ordinances or laws regulating construction and repair of damaged buildings.
Pay on Behalf	The insurer pays on behalf of the insured for claims and claim costs that the insured is obligated to pay.
Prior Acts	A feature of claims-made policies that have either no retroactive date or a retroactive date earlier than the inception date of the policy. Such a policy covers claims during the policy period arising out of events that precede the policy period. Without such a feature, the policy's retroactive date would preclude coverage with respect to these "prior acts".
Replacement Cost (RC)	The cost to replace damaged property today with property of like kind and quality without deduction for depreciation.



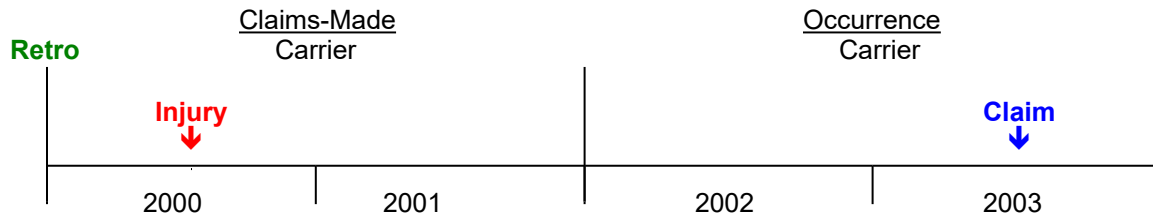
INSURANCE TERMS

OCCURRENCE FORM - Example



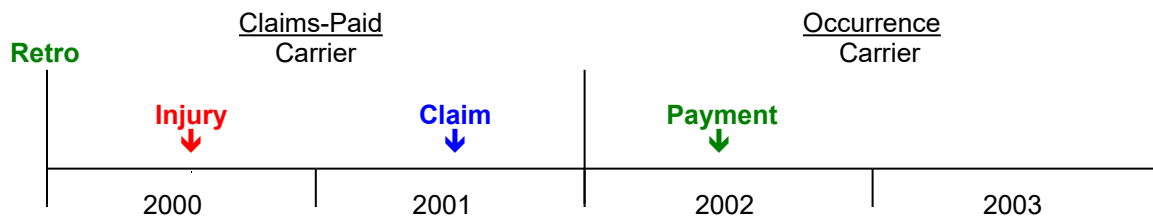
The Occurrence policy would respond to claim. Injury must take place during the policy period of the occurrence policy, but the claim may be made anytime thereafter.

CLAIMS MADE FORM - Example



The claims-made policy would not respond to claim. The injury and claim must take place after the retro date and before inception of the Occurrence Policy. The Occurrence policy would not respond because the injury did not occur during the coverage period of the occurrence policy. However, if the occurrence policy had "prior acts" dated back to the Retro Date, the Occurrence policy would respond to claim.

CLAIMS PAID FORM – Example



The Claims-Paid policy would not pay the Claim. The injury, claim and payment must take place after the retro date and before inception of the Occurrence Policy. The Occurrence policy would not pay the claim because the injury did not occur during the coverage period of the occurrence policy. The payment of the claim is therefore the responsibility of the insured. However, if the injury took place during the claims-paid policy and the claim was made during the Occurrence policy, the Occurrence policy would respond to claim provided the policy included prior acts coverage.



MEMBERSHIP

We are pleased to present for your execution the Acknowledgment of Membership for Ohio Plan Risk Management, Inc. ("Ohio Plan") under which you receive risk coverage specifically designed for your governmental entity. This Acknowledgement evidences your entity's decision to become a member of the Ohio Plan. Only upon such membership can a political subdivision become eligible for the risk coverage offered by the Plan.

The law under which the Ohio Plan operates requires each political subdivision joining the Ohio Plan to enter a written agreement providing for the administration of the Ohio Plan. The signature of an authorized representative of your governmental entity upon the Acknowledgement constitutes the required written agreement.

As indicated in the Ohio Plan's Code of Regulations, the Ohio Plan is managed by a Board of Directors, which is composed of individual representatives from various Ohio Plan members. Participation by Ohio Plan members is through attendance at the meetings of the Ohio Plan's Board and/or communication with your Ohio Plan agent or Administrator.

Finally, membership in the Ohio Plan does not affect the premium payable by each political subdivision for risk coverage. Dues collected by the Ohio Plan have already been included in your premium calculation. Therefore, no increase in premium or any assessment is involved in Ohio Plan membership.

If you have any questions, please see your Ohio Plan agent, or the Administrator of the Ohio Plan. If he or she cannot address your concerns, you may be directed to the Ohio Plan's general counsel for further information.

Please sign two copies of the Acknowledgement of Membership, maintain one for your files and return the other to your Ohio Plan agent.

Thank you for your consideration and attention to this matter.

Program Administered by Hylant Administrative Services, LLC



ACKNOWLEDGEMENT OF MEMBERSHIP

WHEREAS, the undersigned political subdivision wishes to become a member of Ohio Plan Risk Management, Inc.: and

WHEREAS, the decision making body of the undersigned political subdivision has reviewed the terms contained in the Code of Regulations of Ohio Plan Risk Management, Inc.

NOW, THEREFORE, on behalf of the undersigned political subdivision, I hereby acknowledge and attest that this political subdivision:

1. Has agreed to join Ohio Plan Risk Management, Inc.;
2. Accepts and agrees to abide by the Code of Regulations of Ohio Plan Risk Management, Inc.;
3. Acknowledges receipt of the Ohio Plan Risk Management, Inc.'s Code of Regulations; and
4. Has taken all action in accordance with law to effect this acknowledgement and execution.

By: _____

Title: _____

Subdivision: _____

Date: _____



WARRANTY & DISCLOSURE STATEMENT

Coverage	Retroactive Date
Public Officials and Employment Practices Liability	5/10/2000
Employee Benefits	5/10/2000
Employers' Liability	5/10/2000

The undersigned being authorized by and acting on behalf of, _____ and all persons or concerns seeking coverage, has read and understands the following, and declares all statements set forth hereunder are true, complete and accurate. The undersigned further declares and represents that any occurrence or event taking place prior to the issuance of the policy applied for, which may render inaccurate, untrue or incomplete any statement made hereunder will immediately be reported in writing to the Program Administrator. The undersigned acknowledges and agrees that the submission and the Program Administrator's receipt of such written report, prior to the inception of the policy applied for, is condition precedent to coverage.

This signing of the Warranty & Disclosure Statement does not bind the undersigned to join Ohio Plan Risk Management, Inc. nor does the review of the Warranty & Disclosure Statement bind Ohio Plan Risk Management, Inc. to issue a policy. It is agreed that this Warranty & Disclosure Statement shall be the basis of the contract should a policy be issued, and this form will be attached to and become a part of the policy.

Does any official or employee have knowledge of any act, error or omission, which might give rise to a claim against them other than those detailed to the representative of Ohio Plan Risk Management, Inc.?

Yes No

No fact, circumstance or situation indicating the probability of a claim or action is now known to any Public Official or Employee: and it is agreed by all concerned that if there be knowledge of such fact, circumstance, or situation, any claim or action subsequently emanating therefrom shall be excluded from coverage under the coverage here being applied for.

Witness

Signed

Title

Date

Date





Comprehensive Risk Management for Public Safety Organizations

Lexipol is America’s leading provider of risk management solutions for public safety organizations. They provide police and fire departments with comprehensive, customizable, state-specific policies on a broad range of risk-centric topics, along with integrated Daily Training Bulletins that address department-specific policy areas – all through a unique web-based system.

Lexipol can help you address issues related to risk, liability, safety and best practices for your safety service departments. They also can help you comply with current laws and regulations and then document that you have trained your staff on approved policies.

Key Features and Benefits

There is no other system that offers the following integration in one package:

1. Lexipol provides comprehensive Ohio-specific policies written by legal and safety service professionals.
2. Supervisors can track staff training using reporting tools.
3. Lexipol experts constantly monitor major court decisions, legislation, and emerging trends affecting safety service operations and provide policy updates in response.
4. Lexipol archives your department’s policy manual and Daily Training Bulletin records to provide an invaluable resource in defense litigation or personnel matters.
5. The Lexipol system allows cross-referencing to any accreditation standard.
6. Policy and training components are 100% web-based. There is no software to purchase or maintain.

Nationwide collaboration between the largest private network of legal and public safety experts and Lexipol’s risk management tools provide agencies the most complete solution for policy manual management, training and documentation.

Return on Investment

According to a five-year post-Lexipol implementation study performed by a risk management association, agencies that adopted Lexipol saw:

- A significant decrease (45%) in the number of litigated claims
- A dramatic reduction (48%) in the cost of claims paid out
- No personnel or employment claims

The study found that Lexipol agencies in this study have yet to incur a personnel or employment claim, while non-Lexipol agencies in the in the study had eight claims for over \$448K.

Ohio Plan Member Estimated Cost

Police Department:

# of Full Time Sworn Officers	Lexipol Standard Pricing	OPRM Discounted Pricing	OPRM Board Subsidy	Final Lexipol Subscription Cost
25.00	\$10,406	\$9,886	0.50	\$4,943

Fire Department:

# of Career & Volunteer FF	Lexipol Standard Pricing	OPRM Discounted Pricing	OPRM Board Subsidy	Final Lexipol Subscription Cost
0.00	\$ 0	\$ 0	0.50	\$ 0

An additional discount may be available to OPRM members who are also members of the Ohio Fire Chiefs Associations, (OFCA).
 Disclaimer: The above are estimates based upon information submitted to The Ohio Plan. Actual costs will be determined by Lexipol.

Additional Base Member Services

<p style="text-align: center;"><u>Cyber Assessment</u></p> <p>CyberClearSafe provides cybersecurity service for public entities. Service offerings include:</p> <ul style="list-style-type: none"> • a questionnaire assessment and recommendations • “Dark Web” Check-up • Cyber Security Policy Review • On-Site or Log In Network Diagnostic Review 	<p style="text-align: center;"><u>Training</u></p> <ul style="list-style-type: none"> • Ohio Plan Leadership Institute <ul style="list-style-type: none"> ○ <u>Supervisory Training</u> (6 Events, 6 People attend) • Elected Officials Leadership & Certification Program <ul style="list-style-type: none"> ○ <u>Multi Topic</u> (1 Event, 6 People attend) • Members Only Training <ul style="list-style-type: none"> ○ <u>Multi Topic</u> (2 Events, 8 People attend) • Special Topic Training Sessions <ul style="list-style-type: none"> ○ <u>Staff Leadership</u> (1 Event, 8 People Attend)
<p><u>Programs</u></p> <ul style="list-style-type: none"> • Community Energy Savings Programs <ul style="list-style-type: none"> ○ Reduce energy costs while providing security in volatile market conditions <ul style="list-style-type: none"> ▪ Community facilities ▪ Community Aggregation ▪ Building Commission 	
<p><u>Other Available Services</u></p> <p>Offered at a discounted rate to all Ohio Plan Members</p>	
<ul style="list-style-type: none"> • Executive and Staff Hiring and Assessment Centers • Legal Consultation • HR Consultation • Emergency Operations Plan Development and Training • Labor Negotiation Assistance • Board/Council Meeting and Retreat Facilitation • Strategic Planning • Grant Writing 	<ul style="list-style-type: none"> • Competitive Bidding/RFP Assistance • Levy/Campaign Strategy Assistance • Bond/Capital Financing Consultation • Police and Fire Organizational and Personnel Studies • Zoning, Planning and Economic Development Studies and Consultation • Staff and Special Study Assessments • Other Special-Needs Request



Vehicle #	Year	Make/Model Description	Vehicle ID Number (VIN)	Last Department	Physical Damage	Cost New	Replacement Cost /	Comprehensive	Collision	Valuation
City of Macedonia										
1	1990	Hatfield Tandem Utility Trailer	168FS1622LT000885	Other	Yes	7,500		500	500	ACV
2	1995	Butler Trailer	1BUD16207S1004443	Other	Yes	12,300		500	500	ACV
3	1995	Landscape Trailer	16SFS1623PT00675	Other	Yes	2,000		500	500	ACV
4	1996	Ford Bucket Truck	1FDL47G2TEB80106	Other	Yes	41,075		500	500	ACV
5	1998	Ambulance Van EMS Horton	1FV3EFAC8WH702477	Fire	Yes	119,007		500	500	ACV
6	1999	Pier Pierce Fire Pumper	4P1CT0257XA001452	Fire	Yes		477,000	500	500	Stated Amount
7	1999	Surrey SMO	505SM019X9290275	Fire	Yes	17,873		500	500	ACV
8	2000	Ford Excursion SUV	1FMSU41F8YED27683	Fire	Yes	37,573		500	500	ACV
9	2000	Classic Trailer	10W -PAEL2-X-YW029205	Fire	Yes	7,025		500	500	ACV
10	2000	Ints Interstate TR 18DT	1JK0DT184YA000196	Other	Yes	6,700		500	500	ACV
11	2002	Horton AM F50	1FVABLBW52HK30157	Fire	Yes		147,444	500	500	Stated Amount
12	2004	Hudson Trailer	10HHSL16341000100	Other	Yes	10,000		500	500	ACV
13	2004	Jeep Grand Cherokee	1J4GW48S34C348982	Other	Yes	29,080		500	500	ACV
14	2005	Pierce Pumper TK DAS	4P1CD01H35A004865	Fire	Yes		399,000	500	500	Stated Amount
15	2006	Toyota Sienna	5TDZA23C96S471852	Police	Yes	25,130		500	500	ACV
16	2007	Ford F450 Utility Truck	1FDXF46P17EA02633	Street Service/Maintenance	Yes	32,892		500	500	ACV
17	2008	Ford DRW Super Duty	1FDWF37Y68EC93189	Parks & Recreation	Yes	20,258		500	500	ACV
18	2008	Ford F-250 Pickup	1FTNF20588EE8718	Other	Yes	29,848		500	500	ACV
19	2009	International	1HTMMAAL09H056610	Street Service/Maintenance	Yes	149,664		500	500	ACV
20	2009	International	1HTWHAZT79J088366	Other	Yes	68,737		500	500	ACV
21	2010	Horton 3LP	1HTMNAAM4AH284832	Fire	Yes		212,812	500	500	Stated Amount
22	2012	International	1HTWDAZR7CH658154	Other	Yes	73,564		500	500	ACV
23	2013	Dodge Charger	2C3CDXAT9DH694986	Fire	Yes	32,200		500	500	ACV
24	2013	International 7400SFA 4X2	1HTWDAZR3DH296809	Street Service/Maintenance	Yes	75,984		500	500	ACV
25	2013	Dodge Charger	2C3CDXAT9DH694986	Mayor	Yes	23,457		500	500	ACV
26	2014	Ford Explorer	1FM5K8AR3EGA28851	Police	Yes	\$ 35,480		500	500	ACV
27	2014	Ford F350 Super Duty	1FT8W3B60EEA43204	Fire	Yes	37,868		500	500	ACV
28	2014	Ford Explorer	FM5K8AR9EGA23590	Fire	Yes	35,480		500	500	ACV
29	2014	Ford F250	1FT7W2A68EBB42635	Other	Yes	27,588		500	500	ACV
30	2014	Ford SRW Super Duty	1FTBF2B63EEB42633	Other	Yes	32,892		500	500	ACV
31	2014	Majestic Trailer	4S9231717F0244411	Other	Yes	2,500		500	500	ACV
32	2015	Ford Explorer Police Interceptor	1FM5K8ARXFG19925	Police	Yes	35,000		500	500	ACV
33	2015	Kenworth T37 Dump Truck	2NKHHJ8X1FM440466	Other	Yes	87,320		500	500	ACV
34	2015	Kenworth T37 Dump Truck	2NKHHJ8X3FM440467	Other	Yes	82,620		500	500	ACV
35	2015	Freightliner M2106	1FVACYCY0FHGS1171	Other	Yes		137,185	500	500	Stated Amount
36	2015	Freightliner M2106	1FVACYCY4FHGP6870	Other	Yes		134,596	500	500	Stated Amount
37	2017	Ford Fusion	FA6POG74HR150980	Police	Yes	17,601		500	500	ACV
38	2017	Ford Explorer	1FM5K8AR6HGE30352	Police	Yes	27,489		500	500	ACV
39	2017	Ford Explorer	1FM5K8AR8HGE30353	Police	Yes	27,489		500	500	ACV
40	2017	Horton Ambulance	1FVACWDT0HHHV7679	Fire	Yes	283,604		500	500	ACV
41	2017	Ford F350	1FTRF3B62HEF20949	Other	Yes	33,085		500	500	ACV
42	2017	Ford F350	1FTRF3B64HEF20953	Other	Yes	31,085		500	500	ACV
43	2017	Ford F350	1FTRF3B69HEF20950	Other	Yes	31,085		500	500	ACV
44	2017	Ford F350	1FTRF3B60HEF20951	Other	Yes	33,085		500	500	ACV
45	2017	Ford F350	1FTRF3B62HEF20952	Other	Yes	31,085		500	500	ACV
46	2018	Dodge Charger	2C3CDXKT9JH167749	Police	Yes	23,550		500	500	ACV
47	2018	Dodge Charger	2C3CDXKT2JH170783	Police	Yes	23,550		500	500	ACV
48	2018	Dodge Charger	2C3CDXKT2JH174428	Police	Yes	23,550		500	500	ACV
49	2018	Dodge Charger	2C3CDXKT5JH167750	Police	Yes	23,550		500	500	ACV
50	2018	Dodge Charger	2C3CDXKT0JH174427	Police	Yes	23,500		500	500	ACV
51	2018	Dodge Charger	2C3CDXKT4JH170784	Police	Yes	23,500		500	500	ACV

Vehicle #	Year	Make/Model Description	Vehicle ID Number (VIN)	Last Department	Physical Damage	Cost New	Replacement Cost /	Comprehensive	Collision	Valuation
<i>City of Macedonia</i>										
52	2019	Dodge Caravan	2C4RDGBGXKR734216	Fire	Yes	22,819		500	500	ACV
53	2019	Pierce Fire Truck	4P1BCAGF1KA019967	Fire	Yes		1,279,015	500	500	Stated Amount
54	2019	Dodge Ram 3500	3C63R3CJ9KG648399	Other	Yes	38,547		500	500	ACV
55	2019	Dodge Ram 3500	3C63RAJ7KG648937	Other	Yes	33,548		500	500	ACV
56	2019	Bullex Training Trailer	4T9PP2720KM204149	Other	Yes	125,244		500	500	ACV
57	2020	Chevy Tahoe	1GNSKDEC1LR215763	Police	Yes	45,266		500	500	ACV
58	2020	Chevy Tahoe	1GNSKFEC5LR170340	Fire	Yes	45,000		500	500	ACV
59	2020	Dodge Durango	1C4RDJAG5LC339577	Mayor	Yes	33,095		500	500	ACV
60	2020	Dodge Durango	1C4RDJAG5LC339577	Other	Yes	37,100		500	500	ACV
61	2021	Nocae LLC Enclosed Trailer	5JWY81828NY022726	Street Service/Maintenance	Yes	14,071		500	500	ACV
62	2021	Dodge Durango GT	1C4RDJDGXMC820390	Other	Yes	49,965		500	500	ACV
63	2022	Ford Explorer Police Wagon	1FM5K8AC9NGB74182	Police	Yes	58,806		500	500	ACV
64	2022	Ford Explorer Police Wagon	1FM5K8AC2NGB74315	Police	Yes	58,806		500	500	ACV
65	2022	Ford 623-1 Ambulance	FDF5HT1NDA20443	Fire	Yes		270,225	500	500	Stated Amount
66	2022	Nocae LLC Enclosed Trailer	5JWY82024PY024283	Street Service/Maintenance	Yes	14,071		500	500	ACV
67	2022	Jeep Renegade	ZACNJD818NPN87398	Other	Yes	30,880		500	500	ACV
68	2022	Ford F750 Dump Truck	1FDXF7DXXNDF00255	Other	Yes	205,986		500	500	ACV
69	2022	Ford F750 Dump Truck	1FDXF7DX1NDF00256	Other	Yes	205,986		500	500	ACV
70	2022	Dodge Durango GT	1C4RDJDGXNC107717	Other	Yes	49,174		500	500	ACV
71	2022	Dodge 3500	3C63R3AJ1NG291713	Other	Yes	47,900		500	500	ACV
72	2022	Dodge Durango	1C4RDJDG9NC188094	Other	Yes	46,100		500	500	ACV
73	2022	Ford Eldorado Advance Transit	1FDES6PG4NKA31295	Other	Yes	114,939		500	500	ACV
74	2023	Chevy Tahoe	1GNSKLED0PR158013	Police	Yes	45,580		500	500	ACV
75	2023	Chevy Tahoe	1GNSKLED6PR158193	Police	Yes	45,580		500	500	ACV
76	2023	Chevy Tahoe	1GNSKLED9PR157510	Police	Yes	45,580		500	500	ACV
77	2023	Chevy Tahoe	1GNSKLED7PR157649	Police	Yes	45,580		500	500	ACV
78	2023	Chevy Tahoe	1GNSKLED0PR192100	Police	Yes	45,580		500	500	ACV
79	2023	Dodge Pursuit Wagon	1C4SDJFT9PC590485	Police	Yes	43,141		500	500	ACV
80	2023	Dodge Durango	1C4SDJFT2PC590487	Police	Yes	43,141		500	500	ACV
81	2023	Dodge Durango	1C4RDJAG5PC568234	Other	Yes	42,895		500	500	ACV
82	2023	Dodge Durango	1C4RDJAG3PC568233	Other	Yes	48,800		500	500	ACV
83	2023	Dodge Durango	1C4RDJAGXPC581660	Other	Yes	40,600		500	500	ACV
84	2023	Dodge Durango	1C4RDJAG2PC581801	Other	Yes	40,600		500	500	ACV
85	2023	Dodge Durango	1C4RDJAG1PC568196	Other	Yes	40,600		500	500	ACV
86	2023	Ford Explorer - Police Interceptor	1FM5K8AC0PGA63801	Other	Yes	47,907		500	500	ACV
87	2023	Ford Explorer - Police Interceptor	1FM5K8AC8PGA79535	Other	Yes	47,907		500	500	ACV
88	2023	Ford Explorer - Police Interceptor	1FM5K8AC4PGA63994	Other	Yes	47,907		500	500	ACV

ACKNOWLEDGEMENT OF MEMBERSHIP

WHEREAS, the undersigned political subdivision wishes to become a member of Ohio Plan Risk Management, Inc.: and

WHEREAS, the decision making body of the undersigned political subdivision has reviewed the terms contained in the Code of Regulations of Ohio Plan Risk Management, Inc.

NOW, THEREFORE, on behalf of the undersigned political subdivision, I hereby acknowledge and attest that this political subdivision:

1. Has agreed to join Ohio Plan Risk Management, Inc.;
2. Accepts and agrees to abide by the Code of Regulations of Ohio Plan Risk Management, Inc.;
3. Acknowledges receipt of the Ohio Plan Risk Management, Inc.'s Code of Regulations; and
4. Has taken all action in accordance with law to effect this acknowledgement and execution.

By: _____

Title: _____

Subdivision: _____

Date: _____



WARRANTY & DISCLOSURE STATEMENT

Coverage	Retroactive Date
Public Officials and Employment Practices Liability	5/10/2000
Employee Benefits	5/10/2000
Employers' Liability	5/10/2000

The undersigned being authorized by and acting on behalf of, _____ and all persons or concerns seeking coverage, has read and understands the following, and declares all statements set forth hereunder are true, complete and accurate. The undersigned further declares and represents that any occurrence or event taking place prior to the issuance of the policy applied for, which may render inaccurate, untrue or incomplete any statement made hereunder will immediately be reported in writing to the Program Administrator. The undersigned acknowledges and agrees that the submission and the Program Administrator's receipt of such written report, prior to the inception of the policy applied for, is condition precedent to coverage.

This signing of the Warranty & Disclosure Statement does not bind the undersigned to join Ohio Plan Risk Management, Inc. nor does the review of the Warranty & Disclosure Statement bind Ohio Plan Risk Management, Inc. to issue a policy. It is agreed that this Warranty & Disclosure Statement shall be the basis of the contract should a policy be issued, and this form will be attached to and become a part of the policy.

Does any official or employee have knowledge of any act, error or omission, which might give rise to a claim against them other than those detailed to the representative of Ohio Plan Risk Management, Inc.?

Yes No

No fact, circumstance or situation indicating the probability of a claim or action is now known to any Public Official or Employee: and it is agreed by all concerned that if there be knowledge of such fact, circumstance, or situation, any claim or action subsequently emanating therefrom shall be excluded from coverage under the coverage here being applied for.

Witness

Signed

Title

Date

Date



ORIGINATOR: ADMINISTRATION/BUILDING COMMISSIONER

SPONSOR: Finley

**CITY OF MACEDONIA
ORDINANCE NO. 14 - 2024**

**AN ORDINANCE
CREATING CHAPTER 903 OF THE CODIFIED ORDINANCES OF THE CITY OF
MACEDONIA RELATIVE TO SIDEWALKS**

WHEREAS, the Ohio Revised Code and the City of Macedonia Codified Ordinances already require property owners and occupants to maintain sidewalks abutting their property by keeping the sidewalks clean, in repair and free of nuisance conditions; and

WHEREAS, the City desires to establish additional regulations to assist in the timely abatement of sidewalk nuisance conditions in the City; and

WHEREAS, upon recommendation of the City Administration, including its Building Commissioner, it is hereby determined to be necessary and in the best interest of the health, safety and welfare of the City and its residents to Amend Part Nine, Title One of the Codified Ordinances of the City of Macedonia, Ohio by creating Chapter 903 relative to sidewalks located within the City.

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

Section 1. That Part Nine, Title One of the Codified Ordinances of the City of Macedonia shall be amended to insert the following new Chapter 903 immediately after the title “TITLE ONE – Street and Sidewalk Areas” and immediately preceding existing Chapter 905 “Excavations”:

**CHAPTER 903
Sidewalks**

**903.01 PERMIT REQUIRED FOR REMOVAL, REPLACEMENT, AND
INSTALLATION OF SIDEWALKS.**

(a) No person shall construct, enlarge, repair, replace, remove, or otherwise alter any sidewalk without first obtaining a permit and paying the fee set forth in 11321.03 concerning sidewalks.

(b) No sidewalk shall be constructed, enlarged, repaired, replaced, removed, or otherwise altered except in accordance with this Chapter and plans approved by the City, or as otherwise authorized by the Macedonia Codified Ordinances.

903.02 SIDEWALK SPECIFICATIONS AND REGULATIONS.

(a) The standard specification for new sidewalk construction and sidewalk reconstruction shall be as set forth in the currently-published edition of the State of Ohio Department of Transportation Construction and Material Specifications and as set forth in subsection (b) below.

(b) Sidewalks which are constructed adjacent to streets in the City shall be constructed of concrete and shall be not less than four (4) feet in width, except that they shall be constructed to conform in width to existing sidewalks in those areas where sidewalk has already been constructed.

903.03 SIDEWALK REPAIR PROGRAM.

The existence of broken, uneven, or otherwise improperly-maintained sidewalks is hereby declared to be a public nuisance. The City, in addition to any and all procedures and/or recourse otherwise available under law, may take the following steps to identify and abate such nuisance:

(a) The Building Commissioner or their designee shall, at their discretion, inspect areas of the City with sidewalk(s) located thereon. Inspection shall be conducted utilizing the following criteria, with the presence of one or more criteria representing a nuisance condition:

- (1) Adjoining sections of block, or a portion thereof, the edges of which differ vertically by three-fourths of an inch or more;
- (2) Multiple cracks in block creating three (3) or more distinct pieces;
- (3) Abrupt dip or raised area in walk being three (3") inches or more from a straight-line grade within a ten (10') foot distance;
- (4) Spalled or scaled surface over fifty percent (50%) or more of surface area;
- (5) Gaps or missing areas in walk exceeding one-half inch (1/2") wide crack; or
- (6) Blocks having slopes or depressions that impound water to a depth of one-half inch (1/2") or more.

(b) Written notice of any nuisance condition identified from said inspection shall be provided to the owner or occupant of the land abutting such sidewalk. The notice shall be sent by the Building Commissioner, or their designee, to the owner or occupant by certified mail, regular mail, or by personal service.

(c) The Building Commissioner or their designee are hereby authorized to solicit bids and, thereafter, to proceed to abate, or cause to be abated, any nuisance identified through the Sidewalk Repair Program.

(d) When any such nuisance condition is abated by the City, or caused to be abated by the City, as described herein, then after such work is performed, the City Director of Finance shall certify the cost of nuisance abatement to the County Fiscal Officer for placement on the tax duplicate and collection as other taxes and assessments are collected, or the City may seek recovery of such costs by civil action initiated by the Director of Law against the property owner and/or occupant of the land abutting such sidewalk.

903.99 PENALTY.

Any person violating any provision of this Chapter, whether it be the contractor, owner or occupant, shall be deemed guilty of a misdemeanor of the fourth degree. Each day a violation continues or is permitted to continue shall constitute a separate offense.

Section 2. That the remainder of the Codified Ordinances of the City of Macedonia shall not be amended unless inconsistent with this Ordinance.

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

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

Section 5. Wherefore, this Ordinance shall become effective upon its adoption by Council and signature of the Mayor or as otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

ORIGINATOR: ADMINISTRATION/HUMAN RESOURCES DIRECTOR

SPONSOR: Tulley

**CITY OF MACEDONIA
ORDINANCE NO. 15 - 2024**

**AN ORDINANCE
AMENDING SECTION 161.01(a) OF THE CODIFIED ORDINANCES OF THE CITY
OF MACEDONIA RELATIVE TO CERTAIN EMPLOYEE BENEFITS**

WHEREAS, upon recommendation of the Administration, it is hereby determined to be necessary and in the best interest of the health, safety and welfare of the City and its residents to amend Section 161.01(a) of the Codified Ordinances of the City of Macedonia, Ohio to exclude sick leave incentive benefits from the 60-hour cap applicable to certain exempted employees.

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

Section 1. That Section 161.01(a) of the Codified Ordinances of the City of Macedonia shall be amended to read as follows:

(a) Exempted Employee. One who is employed to work full-time for the Municipality throughout the entire year and is paid an annual salary in an executive, administrative, professional, or management position in accordance with the Fair Labor Standards Act. The exempted employee shall not be entitled to overtime pay although entitled to all other benefits accorded full-time employees of the Municipality of this chapter. Except for compensatory time accumulated through December 31, 2018, the Building Commissioner/Chief Building Official, Director of Finance, Fire Chief, Human Resource ~~Director-Manager~~, Director of Information Technology, Police Chief, Director of Parks and Recreation, and the Director of Public Service shall not be entitled to accumulate or utilize compensatory time as set forth in Section 161.14 beyond sixty (60) hours annually, except for the sick leave incentive set forth in 161.10(j), but may request permission to utilize “flex” time or accumulated compensatory time in accordance with rules established by the Mayor’s Office, although entitled to all other benefits accorded full-time employees of the Municipality of this chapter.

Section 2. That the remainder of the Codified Ordinances of the City of Macedonia shall not be amended unless inconsistent with this Ordinance.

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

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

and that all deliberations of Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. Wherefore, this Ordinance shall 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: COUNCIL/LAW DEPARTMENT

SPONSOR: Ventura

**CITY OF MACEDONIA
ORDINANCE NO. 16 – 2024**

**AN ORDINANCE
APPROVING THE EDITING AND INCLUSION, AND AMENDMENT, OF CERTAIN
ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES
OF THE CODIFIED ORDINANCES OF MACEDONIA**

WHEREAS, various statutes of a general and permanent nature have been passed by the State legislature which should be included by incorporation into the Codified Ordinances of Macedonia, Ohio; and

WHEREAS, consistent with the above, certain sections of the Administrative, Traffic and General Offenses Codes of the City need to be revised to reflect the current law in Ohio as set forth below.

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

Section 1. That the recodification, editing, arrangement and numbering or renumbering of the following ordinances and parts of ordinances are hereby approved as parts of the various component codes of the Codified Ordinances of Macedonia, Ohio, so as to conform to the classification and numbering system of the Codified Ordinances, to-wit:

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
17-2023	2-19-23	171.02
39-2023	3-23-23	151.01
70-2023	8-24-23	909.04
90-2023	10-12-23	161.18
115-2023	12-14-23	182.03(F)(1), (F)(4), (G), 182.05(A), (G)(2), (5), (6), 182.18(C)(3), 182.29

Section 2. That the following sections of the Traffic and General Offenses sections of the Code, as amended, are hereby approved and adopted as amended or enacted so as to conform to enactments of the Ohio General Assembly:

Traffic Code

303.081	Impounding Vehicles on Private Residential or Agricultural Property. (Amended)
303.082	Private Tow-Away Zones. (Amended)
303.083	Impounding Vehicles on Public Property. (Amended)
303.09	Leaving Junk and Other Vehicles on Private or Public Property Without Permission or Notification. (Amended)
303.991	Committing an Offense While Distracted Penalty. (Amended)

Traffic Code (Cont.)

- 331.35 Occupying Travel Trailer, Fifth Wheel Vehicle or Manufactured or Mobile Home While in Motion. (Amended)
- 333.01 OVI; Willful Misconduct; Speed. (Amended)
- 333.03 Maximum Speed Limits; Assured Clear Distance Ahead. (Amended)
- 335.07 Driving Under Suspension or License Restriction. (Amended)
- 335.071 Driving Under OVI Suspension. (Amended)
- 335.072 Driving Under Financial Responsibility Law Suspension or Cancellation; Driving Under a Nonpayment of Judgment Suspension. (Amended)
- 335.073 Driving Without Complying With License Reinstatement Requirements. (Amended)
- 335.074 Driving Under License Forfeiture or Child Support Suspension. (Amended)
- 337.10 Lights, Emblems, and Reflectors on Slow-Moving Vehicles, Farm Machinery, Agricultural Tractors, and Animal-Drawn Vehicles. (Amended)
- 337.16 Number of Lights; Limitations on Flashing, Oscillating or Rotating Lights. (Amended)
- 337.22 Windshield and Windshield Wiper; Sign or Poster Thereon. (Amended)
- 341.01 Commercial Drivers Definitions. (Amended)
- 351.04 Parking Near Curb; Handicapped Locations on Public and Private Lots and Garages. (Amended)

General Offenses Code

- 501.01 General Provisions and Penalty Definitions. (Amended)
- 501.99 Penalties for Misdemeanors. (Amended)
- 505.071 Cruelty to Companion Animals. (Amended)
- 505.12 Coloring Rabbits or Baby Poultry; Sale or Display of Poultry. (Amended)
- 509.04 Disturbing a Lawful Meeting. (Amended)
- 509.09 Impeding Public Passage of an Emergency Service Responder. (Added)
- 513.01 Drug Abuse Control Definitions. (Amended)
- 513.03 Drug Abuse; Controlled Substance Possession or Use. (Amended)
- 513.04 Possessing Drug Abuse Instruments. (Amended)
- 513.12 Drug Paraphernalia. (Amended)
- 513.121 Marihuana Drug Paraphernalia. (Amended)
- 517.08 Raffles. (Amended)
- 521.10 Nonsmoking Areas in Places of Public Assembly. (Amended)
- 521.19 Spreading Contagion. (Added)
- 525.05 Failure to Report a Crime, Injury or Knowledge of Death. (Amended)
- 525.15 Assaulting Police Dog or Horse or an Assistance Dog. (Amended)
- 529.02 Sales to and Use By Underage Persons; Securing Public Accommodations. (Amended)
- 529.07 Open Container Prohibited. (Amended)
- 533.01 Obscenity and Sex Offenses Definitions. (Amended)
- 533.06 Voyeurism. (Amended)

- 533.08 Procuring; Engagement in Sexual Activity for Hire. (Amended)
General Offenses Code (Cont.)

- 537.03 Assault. (Amended)
- 537.06 Menacing. (Amended)
- 537.07 Endangering Children. (Amended)
- 537.15 Temporary Protection Order. (Amended)
- 545.05 Misdemeanor Theft. (Amended)
- 549.02 Carrying Concealed Weapons. (Amended)
- 549.04 Improperly Handling Firearms in a Motor Vehicle. (Amended)

Section 3. A copy of such ordinances or parts of ordinances as edited, arranged and numbered or renumbered as parts of the Codified Ordinances are known as, and in the form of, “2024 Replacement Pages” to the Codified Ordinances, and are available through the Clerk of Council’s office.

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 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

ORIGINATOR: ADMINISTRATION/DIRECTOR OF PARKS & RECREATION

SPONSOR: Tulley

**CITY OF MACEDONIA
RESOLUTION NO. 17 - 2024**

**A RESOLUTION
AUTHORIZING THE DIRECTOR OF PARKS AND RECREATION TO PREPARE
PLANS, BIDS AND SPECIFICATIONS, AND FURTHER AUTHORIZING THE
MAYOR TO ADVERTISE FOR BIDS, FOR THE “LONGWOOD PARK
MULTIPURPOSE FIELD EXPANSION” PROJECT**

WHEREAS, based upon recommendation of the City’s Director of Parks & Recreation, it has been deemed in the best interest of the health, safety and welfare of all City residents and inhabitants to create two new multi-purpose sports fields in the City-owned Longwood Park (North); and

WHEREAS, Council therefore wishes to authorize the City’s Director of Parks and Recreation to prepare plans, bids and specifications, and thereafter authorize the Mayor to advertise for bids, to procure a contractor for the creation of two new multipurpose fields in Longwood Park as set forth below.

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’s Director of Parks and Recreation is authorized to prepare plans, bids and specifications, and thereafter the Mayor is authorized to advertise for bids, to procure a contractor to perform the requisite work, including requisite grading, drainage, and any other work necessary to create and construct two new multipurpose fields approximately 300’ x 150’ in Longwood Park (North) to be utilized for soccer, football, lacrosse, and other sport and appropriate municipal purposes.

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

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

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

ORIGINATOR: ADMINISTRATION/PARKS & RECREATION

SPONSOR: Brandt

**CITY OF MACEDONIA
RESOLUTION NO. 18 - 2024**

**A RESOLUTION
AUTHORIZING THE DIRECTOR OF PARKS AND RECREATION TO PREPARE
PLANS, BIDS AND SPECIFICATIONS, AND FURTHER AUTHORIZING
THE MAYOR TO ADVERTISE FOR BIDS, FOR THE “POOL DECK
REPLACEMENT” PROJECT**

WHEREAS, based upon recommendation of the City’s Director of Parks and Recreation, it has been deemed in the best interest of the health, safety and welfare of all City residents and inhabitants to replace the pool deck at the City of Macedonia Recreation Center; and

WHEREAS, Council therefore wishes to authorize the City’s Director of Parks and Recreation to prepare plans, bids and specifications, and thereafter authorize the Mayor to advertise for bids, to procure a contractor for the replacement of the pool deck at the City’s Recreation Center.

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’s Director of Parks and Recreation is authorized to prepare plans, bids and specifications, and thereafter that the Mayor is authorized to advertise for bids, to procure a contractor to perform the requisite work necessary to install a new pool deck for the pool at the City of Macedonia Recreation Center.

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