



March 12, 2024

TO: Council Members
Mayor Molnar
Directors
Staff
Media

From: Clerk of Council

RE: **AGENDA – Work Session & Regular Meeting: Thursday, March 14, 2024**
“Council Office Hour” with Councilor Ventura: 6:30pm
Work Session: 7:00pm
Council Meeting: 7:30pm

I. ROLL CALL

II. PLEDGE OF ALLEGIANCE BY COUNCIL PRESIDENT JESSICA BRANDT

III. APPROVAL OF MINUTES [D. FINLEY, J. GARVAS]

Thursday, February 22, 2024 – Regular Council Meeting

IV. PUBLIC COMMENTS

V. CORRESPONDENCE

VI. PENDING AND/OR NEW LEGISLATION

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

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 2-22-24
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 2-22-24

2nd Read

3rd Read

ORD.NO. 19 - 2024 [D. FINLEY, J. GARVAS]

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE SUMMIT COUNTY PUBLIC DEFENDER'S COMMISSION FOR THE REPRESENTATION OF INDIGENT PERSONS CHARGED WITH VIOLATIONS OF THE CODIFIED ORDINANCES OF THE CITY OF MACEDONIA

1st Read

2nd Read

3rd Read

ORD.NO. 20 - 2024 [V. VENTURA, D. FINLEY]

AN ORDINANCE ESTABLISHING THE CURRENT COMPENSATION SCHEDULE FOR THE NON-UNION EMPLOYEES OF THE CITY OF MACEDONIA, OHIO

1st Read

2nd Read

3rd Read

ORD.NO. 21 - 2024 [J. GARVAS, J. TULLEY]

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT WITH RONYAK PAVING, INC. FOR THE 2024 ROAD PROGRAM

1st Read

2nd Read

3rd Read

VII. MOTIONS/OTHER LEGISLATIVE ACTION

- **Motion authorizing the City Engineer to prepare plans, bids and specifications, and further authorizing the Mayor to advertise for bids, to demolish the building located at 9150 Valley View Road, Macedonia, Ohio. [V. Ventura, D. Finley]**

VIII. MAYOR'S REPORT

IX. COMMITTEE REPORTS

X. DEPARTMENT REPORTS

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

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. ADJOURNMENT [V. VENTURA, 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 March 14th 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 March 13th, 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

| March | | | | | | | 2024 |
|--------|---------------------------|---------|----------------------------------|---|---|----------|------|
| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | |
| | | | | | 1 | 2 | |
| 3 | 4 | 5 | 6 | 7 Mayor’s Court | 8 | 9 | |
| 10 | 11 | 12 | 13 Records Commission Meeting | 14 Mayor’s Court City Council Work Session + Meeting | 15 | 16 | |
| 17 | 18 Planning Commission | 19 | 20 Parks & Rec Commission | 21 Mayor’s Court | 22 Egg Hunt | 23 | |
| 24 | 25 | 26 | 27 | 28 Mayor’s Court CANCELLED – City Council Work Session+ Meeting | 29 City Offices Closed for Good Friday | 30 | |
| 31 | | | | | | | |

Record of Proceedings
Regular Council Meeting
February 22nd, 2024

1 Presiding Officer, Mayor Nicholas Molnar called the February 22nd, 2024 regular Council meeting to
2 order at 7:30p.m.

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

6 **Absent:** Council member Jeff Garvas

7
8 **INVOCATION & PLEDGE OF ALLEGIANCE**

9
10 **APPROVAL OF MINUTES:**

11
12 Ms. Brandt moved, second by Mr. Ventura, to **approve the minutes of the Public Hearing on January**
13 **25, 2024 as received from the Clerk of Council.** The motion carried by a unanimous voice vote.

14
15 Ms. Brandt moved, second by Mr. Ventura, to **approve the minutes of the regular meeting of**
16 **February 8, 2024 as received from the Clerk of Council.** The motion carried by a majority voice vote.
17 Councilors Brandt, Tulley and Ventura voting in the affirmative. Councilor Finley abstained.

18
19 **PUBLIC COMMENTS:** None

20
21 **CORRESPONDENCE:** None

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

24
25 **ORDINANCE NO. 8-2024**

26 AN ORDINANCE AUTHORIZING A TAX EXEMPTION FOR REAL PROPERTY OWNED BY DDR
27 HD & C, LLC IN THE CITY'S COMMUNITY REINVESTMENT AREA, AND DETERMINING THE
28 TIME PERIOD FOR SAID EXEMPTION was offered by Ms. Tulley for its **second reading by title**
29 **only.**

30
31 **ORDINANCE NO. 13-2024**

32 AN EMERGENCY ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A ONE-YEAR
33 CONTRACT WITH "OHIO PLAN RISK MANAGEMENT, INC." FOR CERTAIN INSURANCE
34 COVERAGE FOR THE CITY OF MACEDONIA BEGINNING APRIL 1, 2024 was offered by Ms.
35 Brandt for its **first reading by title only.**

36
37 The Mayor stated this ordinance is for insurance to cover the City and more details are being gathered for
38 near future meetings.

39
40 **ORDINANCE NO. 14-2024**

41 AN ORDINANCE CREATING CHAPTER 903 OF THE CODIFIED ORDINANCES OF THE CITY
42 OF MACEDONIA RELATIVE TO SIDEWALKS was offered by Mr. Finley for its **first, second and**
43 **third readings by title only.** Seconded by Mr. Ventura. The motion carried unanimously by a voice
44 vote.

45
46 Dir. Guidetti shared this Chapter would create a permitting process for modifications, construction, or
47 reconstruction of any sidewalks within the municipality. This ordinance would also create a sidewalk
48 repair program, creating an alternative method for the City to handle nuisance conditions that exist on
49 sidewalks.

50
51 Mr. Finley moved, second by Mr. Ventura, to **adopt ORD.NO. 14-2024 and post the same according to**
52 **law.** Motion carried by a majority voice vote. Councilors Brandt, Tulley and Ventura voting in the
53 affirmative. Councilor Finley voting in the negative. **ORD.NO. 14-2024 declared and adopted.**

Record of Proceedings
Regular Council Meeting
February 22nd, 2024

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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 was offered by Ms. Tulley for its **first, second and third readings by title only**. Seconded by Ms. Brandt. The motion carried unanimously by a voice vote.

The Mayor stated this ordinance would allow exempt employees that do not miss work a “perfect attendance bonus” of four hours per quarter, similar to non-exempt employees.

Ms. Tulley moved, second by Ms. Brandt, to **adopt ORD.NO. 15-2024 and post the same according to law**. Motion carried by a unanimous voice vote. **ORD.NO. 15-2024 declared and adopted.**

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 was offered by Mr. Ventura for its **first, second and third readings by title only**. Seconded by Mr. Finley. The motion carried unanimously by a voice vote.

Dir. Guidetti stated that in 2023 the Ohio legislature made changes to laws of a general nature of the Ohio Revised Code and this legislation updates the City’s code to match what the State legislature did.

Mr. Ventura moved, second by Mr. Finley, to **adopt ORD.NO. 16-2024 and post the same according to law**. Motion carried by a unanimous voice vote. **ORD.NO. 16-2024 declared and adopted.**

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 was offered by Ms. Tulley for its **first, second and third readings by title only**. Seconded by Mr. Finley. The motion carried unanimously by a voice vote.

Dir. Chadock explained this would be a sort of “Step 2” from what was done last year, adding two multipurpose field to Longwood Park south. This would allow work to be done on north side of Longwood Park soccer fields by converting them into multipurpose fields. The goal would be for the work to be completed by late Summer/early Fall. This was part of the capital plan from 2022 and was unanimously approved by the Parks and Recreation Commission.

Ms. Tulley asked if permanent bathrooms could be considered at Longwood Park north, to which Dir. Chadock responded research has been done for options and would be willing to look into costs if Council would like.

Ms. Tulley moved, second by Mr. Finley, to **adopt RES.NO. 17-2024 and post the same according to law**. Motion carried by a unanimous voice vote. **RES.NO. 17-2024 declared and adopted.**

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” was offered by Ms. Brandt for its **first, second and third readings by title only**. Seconded by Mr. Ventura. The motion carried unanimously by a voice vote.

Record of Proceedings
Regular Council Meeting
February 22nd, 2024

106 Dir. Chadock stated this project was also part of the capital plan and approved by the Parks and
107 Recreation Commission. The current pool deck is 24-years old and beyond repair. The hope is to go out
108 to bid immediately and align this project with the HVAC system replacement to be done in the Spring.
109

110 Ms. Brandt moved, second by Mr. Ventura, to **adopt RES.NO. 18-2024 and post the same according to**
111 **law.** Motion carried by a unanimous voice vote. **RES.NO. 18-2024 declared and adopted.**
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114 **MOTIONS / OTHER LEGISLATIVE ACTION:** None
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117 **MAYOR'S REPORT**
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~ Reminder on new and upcoming businesses: Sephora/Nordstrom Rack is coming in by
Burlington. U Tea opened across from Speedway. Chase Bank is coming to Golden Link.
~Please don't drive distracted—put down your phones and drive the car!

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123

124 **COMMITTEE REPORTS**
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126 **Parks & Recreation Commission:** Ms. Brandt reported the Commission met last night and welcome
127 new member Dr. Kelly Joyce. The Commission also went over the planned capital budget and approved
128 the two items that Council voted on tonight. Discussion was had on the idea of building a gym on to the
129 Recreation Center. The next meeting will be Wednesday, March 20 at 6pm.
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132 **DEPARTMENT REPORTS**
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Service Department: Director Wilson – Finishing up assembly on two emergency response trailers.
Working on lights and general remodeling in the Fire Department and basement. Trying to keep up with
litter on I-271 ramps. Mechanics inspecting mowers for the upcoming season.

136

Engineer: Director Gigliotti – Advertising period for bids open today for the 2024 road program, and if
all goes well there will be a contractor recommendation next month.

139

Parks and Recreation Department: – Director Chadock – Several recent maintenance issues with the
Recreation Center pool. Spring programming is now open, and the next MACTivity guide for Summer
programming will come out in March. Working with Wadsworth Solutions to schedule a two-week
shutdown schedule likely at the end of May/early June.

144

Finance Department: Director Veres – Working with Communications Specialist and Finance
Department to put information out about the Macedonia resident refund program through RITA.
Deadline to submit is July 15 unless you have an extension.

148

IT Department: Director Collins – 26 help desk tickets closed since the last meeting. Major projects
include document import management for the Mayor's Court and technology upgrade in the Community
Room.

152

Building Department: Commissioner Rodic – Thanks for passage of ORD 14-2024. The sole intent of
the new chapter is to promote pedestrian safety.

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HR Department: Director Smith – With the help of Lt. Costello, fillable forms have been created for
incident reporting through iSolved. An agreement was reached with Ahola to host a learning
management system.

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Record of Proceedings
Regular Council Meeting
February 22nd, 2024

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Fire Department: Chief Ripley – The City is planning for the April eclipse. The State is predicting that our population will double on that day. Summit County is suggesting people stay home. Ohio is within one day’s drive for 70% of the United States population. Thanks to the Service Department for painting in the Fire Department.

Police Department: Chief Yakopovich – Thanks to Chief Ripley and the Fire Department for training provided to dispatchers for CPR and EMD updates. The plan is to provide cross-training for patrol officers as well as some Fire work including, hooking up hydrants and moving things on the truck.

The Mayor commended the collaboration between the Police and Fire Departments.

Law Department: Director Guidetti – No report

UNFINISHED BUSINESS: None

NEW BUSINESS:

Ms. Tulley reminded residents there is a school levy on the March 19 ballot.

Ms. Brandt stated the Nordonia School Board had a presentation recently and that residents can go to the Nordonia website for more detailed information. Voters can request absentee ballots now.

There being no further business, Mr. Finley 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 7:50p.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



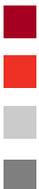
Ohio Plan Package Proposal

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

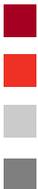
With history dating back to 1988, the Ohio Plan Risk Management, Inc. (Ohio Plan) was formed to provide affordable, comprehensive property and liability coverage to Ohio’s public entities. The Ohio Plan is managed by a board of directors composed of individual representatives from a diverse selection 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> |
|---|---|--|

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

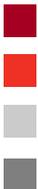
The Ohio Plan Advantage is a premium contribution that may be rewarded to a member on an annual basis based upon that member’s consecutive years of membership, loss ratio calculation and risk management practices.

| 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

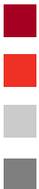
- A robust process to detect and prevent malicious programs from embedding themselves into data systems

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 |

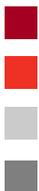
⁽¹⁾ Lexipol’s fee and discount structure is provided separately.

⁽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

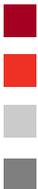
Financial Size Category

| | |
|------|---------------------------------|
| 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

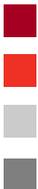
Coverage for expenses in excess of normal operating expenses that are incurred to continue operations after a direct damage loss.

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.

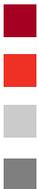
Medical Payments (Auto)

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



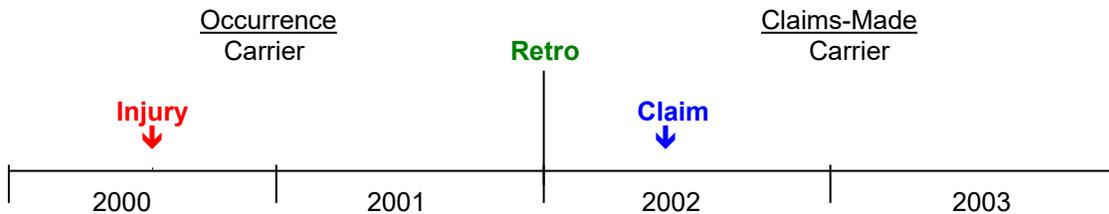
INSURANCE TERMS

| | |
|--|---|
| 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. |



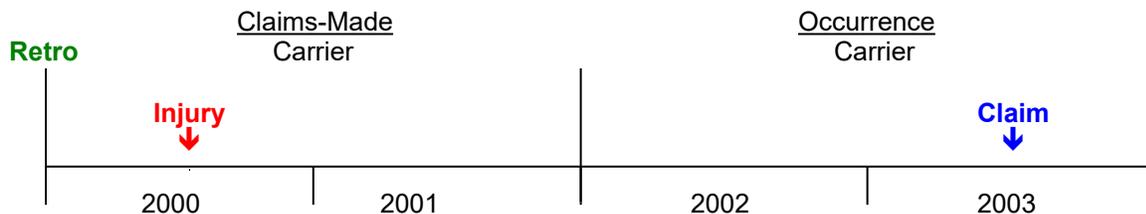
INSURANCE TERMS

OCCURRENCE FORM - Example



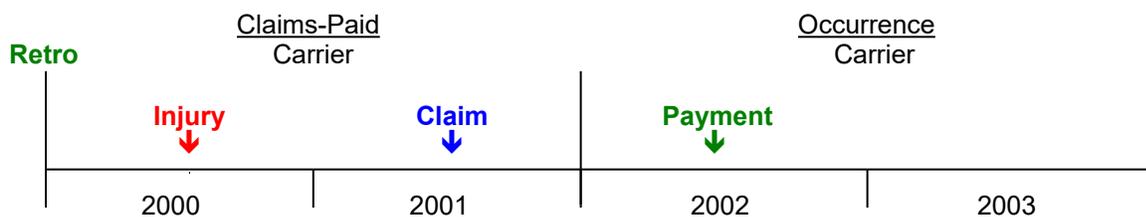
The Occurrence policy would respond to claim. Injury must take place during the policy period of the occurrence policy, but the claim may be made anytime thereafter.

CLAIMS MADE FORM - Example

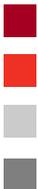


The claims-made policy would not respond to claim. The injury and claim must take place after the retro date and before inception of the Occurrence Policy. The Occurrence policy would not respond because the injury did not occur during the coverage period of the occurrence policy. However, if the occurrence 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:

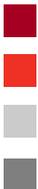
1. Has agreed to join Ohio Plan Risk Management, Inc.;
2. Accepts and agrees to abide by the Code of Regulations of Ohio Plan Risk Management, Inc.;
3. Acknowledges receipt of the Ohio Plan Risk Management, Inc.'s Code of Regulations; and
4. Has taken all action in accordance with law to effect this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

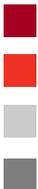
Witness

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 |

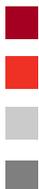
Fire Department:

| # 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 | 1JKODT184YA000196 | 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

SPONSOR: Finley

**CITY OF MACEDONIA
ORDINANCE NO. 19 - 2024**

**AN ORDINANCE
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
WITH THE SUMMIT COUNTY PUBLIC DEFENDER'S COMMISSION FOR THE
REPRESENTATION OF INDIGENT PERSONS CHARGED WITH VIOLATIONS
OF THE CODIFIED ORDINANCES OF THE CITY OF MACEDONIA**

WHEREAS, the Ohio Rules of Criminal Procedure provide for the representation by legal counsel for a person charged with a petty offense; and

WHEREAS, said Rules further provide for the appointment of counsel to indigent defendants; and

WHEREAS, the Summit County Public Defender's Commission operates a program whereby legal counsel is provided to indigent persons and is willing to provide the service to the City of Macedonia.

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

Section 1. That the Mayor is hereby authorized and directed to execute the agreement with the Summit County Public Defender's Commission for the representation of indigent persons charged with a violation of the Codified Ordinances of the City of Macedonia between the period of January 1, 2024 to December 31, 2024 at a per-case cost of Two Hundred Ten Dollars (\$210.00), and as otherwise set forth in the document attached hereto as Exhibit "A" and incorporated herein by reference.

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

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

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

AGREEMENT

This Agreement made at the CITY OF MACEDONIA, Ohio on this ____ day of _____, _____, by and between the CITY OF MACEDONIA, Ohio, acting by and through its Mayor (or designee) duly authorized by Ordinance No. _____, _____, passed by the Council of the CITY OF MACEDONIA, Ohio on the ____ day of _____, _____, hereinafter referred to as the CITY and the Summit County Public Defender's Commission, One Cascade Plaza Suite 1940, Akron, Ohio hereinafter referred to as the DEFENDER.

WITNESSETH:

WHEREAS, the CITY has entered into an agreement to obtain the services of the DEFENDER to provide legal counsel to indigent persons charged with loss of liberty offenses in its municipal jurisdiction for 2024; and

WHEREAS, pursuant to Chapter 120 of the Ohio Revised Code and Administrative Code 120-1-09 it is necessary to enter into this Agreement in order for said County to obtain reimbursement pursuant to Chapter 120 and Administrative Rule 120-1-09 of the Ohio Administrative Code.

NOW, THEREFORE, in consideration of the mutual covenants, promises, conditions, and terms to be kept and performed, it is agreed between the parties as follows:

Section 1. The DEFENDER, through the Legal Defenders Office of Summit County, Ohio, Inc. (DBA Summit Legal Defenders) ("LDO"), shall provide counsel in the Stow Municipal Court and the Summit County Juvenile Court to persons charged with a violation of the Codified Ordinances of the

CITY OF MACEDONIA, Ohio for which a sentence of confinement may be imposed on such person should they be convicted, and who meet either of the following specifications:

- a. The judge has determined in accordance with Subsection D of Rule 44 of the Ohio Rules of Criminal Procedure that such person is unable to obtain legal counsel; or
- b. The Defender or LDO determines that the individual is indigent in accordance with Sections 120.05 and 120.15 of the Ohio Revised Code and Section 120-1-03 of the Ohio Administrative Code.

Section 2. The CITY shall pay to the DEFENDER a fee for the services provided in Section 1 of the Agreement of Two Hundred Ten Dollars (\$210.00) per case for all cases closed between January 1, 2024 through December 31, 2024. In the event that a defendant becomes unavailable during the pendency of the case, the Defender shall keep the case open for a period of twelve months from the first missed hearing. At the expiration of that twelve months, the case shall be closed and billed accordingly. If the defendant becomes available after the matter is closed, the case will be re-opened and considered a new case for the purposes of billing at that time.

Section 3. The Defender or LDO, on behalf of its attorneys and each attorney employed by the Defender or LDO individually, reserves the right to decline to advise or represent any particular person, consistent with the Ohio Rules of Professional Conduct. The Company or LDO further reserves the right to withdraw from representation: (1) for a conflict of interest consistent with the Ohio Rules of Professional Conduct; (2) due to a finding of the client's financial ineligibility for the legal services; or (3) due to an excessive workload as determined by Section 120-1-07 of the Ohio Administrative Code. However,

in the event Company desires to withdraw due to financial ineligibility or excessive workload, the Company or attorney shall continue representation previously commenced at the trial court level through all trial court proceedings, including capias and probation violation proceedings, and shall continue previously taken appeals until the appeals process is terminated by a final action on the merits by the appellate court or until alternate counsel is obtained.

Section 4. The DEFENDER shall send biannual statements to the CITY certifying the number of cases completed during the preceding months. These statements shall be provided electronically. Itemized billing is available upon request.

Section 5. The Agreement shall expire on December 31, 2024.

Section 6. In the event the CITY does not renew this Agreement, the CITY agrees to pay the DEFENDER the amount of Two Hundred Ten Dollars (\$210.00) per pending case upon the completion of said case.

Section 7. Should the DEFENDER be succeeded by a county defender organized in accordance with the Ohio Revised Code, the DEFENDER may assign its duties under this assignment and shall not be made by either party without the prior written consent of the other; provided, however, that the DEFENDER is expressly authorized to provide the services described in Section 1 through the Legal Defender Office of Summit County, Ohio Inc.

Section 8. Should the DEFENDER or any other entity receive reimbursement for the services performed by the DEFENDER, the DEFENDER shall insure the CITY receives its prorated share of such reimbursement

through credit toward the CITY's payment and/or payments, direct or indirect, to the CITY.

Section 9. The DEFENDER shall defend and hold harmless the CITY from any and all claims or liability resulting from the services performed by the DEFENDER under the contract.

Section 10. All amendments to this Agreement shall be in writing and signed by both parties.

Section 11. This contract shall be subject to the approval of the Ohio Public Defender Commission. In addition to indigency determination, all rules, standards and guidelines issued by the Office of the Ohio Public Defender and Ohio Public Defender Commission shall be followed.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

IN THE PRESENCE OF:

CITY OF MACEDONIA

Witness for Mayor/Designee

_____/_____
Mayor (or designee) Date

Witness for Commission

SUMMIT COUNTY PUBLIC
DEFENDER COMMISSION

Approved as to legal form
and correctness:

_____/_____
Date

_____/_____
Law Director Date

CERTIFICATE OF DIRECTOR OF FINANCE

I hereby certify that certificates will be furnished on payment orders issued by the _____ under this contract and that sufficient money is in the treasury under this contract and that sufficient money is in the treasury or in the process of collection to the credit of the appropriate fund or division to discharge the CITY's obligation under this contract as authorized by Ordinance No. _____, _____.

Director of Finance

ORIGINATOR: ADMINISTRATION/POLICE DEPARTMENT

SPONSOR: Ventura

**CITY OF MACEDONIA
ORDINANCE NO. 20 - 2024**

**AN ORDINANCE
ESTABLISHING THE CURRENT COMPENSATION SCHEDULE FOR THE NON-
UNION EMPLOYEES OF THE CITY OF MACEDONIA, OHIO**

WHEREAS, Council for the City of Macedonia has previously passed legislation to establish the compensation schedule for the non-union employees of the City; and

WHEREAS, upon the recommendation of the City’s Mayor and Police Chief, and in order to increase the efficiency and operations of the City’s Police Department, Council now wishes to amend Section 1 of the previously-established compensation scheduled for the non-union employees of the City in order to recognize and update the permitted amount of staffing and pay grade for the position of part-time Police Officer; and

WHEREAS, it is deemed necessary and in the best interest of the health, safety and welfare of all City residents to amend the previously-established compensation scheduled for the non-union employees of the City, as fully set forth below, to accomplish the same.

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

Section 1. That Section 1 of Ordinance No. 79-2022 be, and hereby is, amended as follows:

| Position | Paygrade | Number of Staff |
|---|------------------------------------|------------------------|
| Mayor’s Office | | |
| Mayor | 1% above midpoint of Paygrade 13** | 1 |
| Administrative Executive - To the Mayor | 9 | 1 |
| Director of Information Technology (exempt) | 12 | 1 |
| Human Resource Director (exempt) | 12 | 1 |
| Human Resource/Payroll Specialist | 8 | 1 |
| Communications Specialist | 8 | 1 |
| *Clerk of Court | 8 | 1 |

| | | |
|------------------------|---|---|
| *Deputy Clerk of Court | 5 | 1 |
|------------------------|---|---|

Finance Department

| | | |
|-----------------------------------|----|-----------|
| Finance Director (exempt) | 13 | 1 |
| Deputy Director (exempt) | 10 | 1 |
| Accounts Receivable Administrator | 6 | 1 |
| *Accounts Payable Administrator | 6 | 1 |
| Part-Time Clerk | 3 | As Needed |

Council

| | | |
|--------------------|-------------------------------------|---|
| Members of Council | MES to earn full year credit | 5 |
| Clerk of Council | 7 | 1 |

Parks and Recreation Department

| | | |
|--|----|---------------------------------------|
| Recreation Director (exempt) | 12 | 1 |
| Recreational Supervisor – Aquatics & Fitness (exempt) | 10 | 1 |
| Head Lifeguard | 4 | As Needed (includes seasonal/special) |
| Swimming Instructor | 4 | As Needed (includes seasonal/special) |
| Head Swim Coach | 3 | As Needed |
| Lifeguard | 3 | As Needed (includes seasonal/special) |
| Assistant Swim Coach | 2 | As Needed |
| Recreation Supervisor – Sports & Programs (exempt) | 10 | 1 |
| Rec Leader | 2 | As Needed (includes seasonal/special) |
| Head Camp Counselor | 2 | As Needed (includes seasonal/special) |
| Camp Counselor | 2 | As Needed (includes seasonal/special) |
| Recreation Coordinator – Marketing & Special Events | 6 | 1 |
| Fitness Supervisor | 2 | As Needed |
| Fitness Attendant | 1 | As Needed |
| Customer Service Specialist | 3 | 2 |
| Lead Customer Service Representative | 3 | As Needed (includes seasonal/special) |
| Customer Service Representative | 1 | As Needed (includes seasonal/special) |
| Child Care Representative | 1 | As Needed |
| *Administrative Assistant | 6 | 1 |
| Recreation Supervisor - Facilities & Membership (exempt) | 10 | 1 |
| Concessions Service Worker | 1 | As Needed |

Public Service Department

| | | |
|-------------------------------------|----|-----------|
| Director of Public Service (exempt) | 12 | 1 |
| Public Service Supervisor | 9 | 2 |
| Administrative Assistant | 6 | 2 |
| Seasonal Maintenance | 2 | As Needed |
| Maintenance - P/T | 2 | As Needed |
| Custodian | 3 | 2 |

Building Department

| | | |
|--|----|---|
| Chief Building Commissioner (exempt) | 13 | 1 |
| Assistant Building Commissioner (exempt) | 10 | 1 |
| Zoning Inspector | 9 | 1 |
| Permit Technician | 7 | 1 |
| Administrative Assistant | 6 | 2 |

Police Department

| | | |
|---|----------|-----------|
| Chief (exempt) | 14 | 1 |
| Lieutenant (exempt) | 12 | Up to 3 |
| PSAP Operations Compliance Manager/Assistant to Chief of Police | 8 | 1 |
| Police Officer - P/T | 8 | 15 |
| Communications and Records Supervisor | 8 | 1 |
| Corrections Officer | 5 | 1 |
| Corrections Officer - P/T | 5 | As Needed |
| Dispatchers - P/T | 7 | As Needed |
| Certified School Resource Officer – P/T | 8 | As Needed |

Fire Department

| | | |
|---|----|-----------|
| Chief (exempt) | 14 | 1 |
| Assistant Fire Chief | 12 | 1 |
| *Part-time Fire Inspector | 8 | 1 |
| Senior Administrative Assistant/Senior Center Coordinator | 7 | 1 |
| Administrative Assistant | 6 | 1 |
| Firefighter/Rescue - P/T | 6 | As Needed |
| Clerk | 3 | 1 |
| Seasonal Maintenance | 2 | As Needed |

Section 2. That as of the effective dates listed for each table below, the following paygrades shall be implemented for all non-bargaining employees.

| Compensation Range Table – Effective January 1, 2023 | | | |
|---|----------------|-----------------|----------------|
| | Minimum | Midpoint | Maximum |
| Paygrade 1 | Minimum Wage | 11.76 | 14.87 |
| Paygrade 2 | Minimum Wage | 12.67 | 16.79 |
| Paygrade 3 | 11.48 | 13.96 | 18.96 |
| Paygrade 4 | 12.97 | 15.78 | 21.46 |
| Paygrade 5 | 14.69 | 17.82 | 24.22 |
| Paygrade 6 | 16.58 | 20.11 | 27.92 |
| Paygrade 7 | 18.73 | 22.76 | 31.55 |
| Paygrade 8 | 21.17 | 25.73 | 35.65 |
| Paygrade 9 | 23.93 | 30.73 | 42.10 |
| Paygrade 10 | 56,228.82 | 68,284.94 | 87,816.41 |
| Bi-weekly Rate | 2,162.65 | 2,626.34 | 3,377.55 |
| Paygrade 11 | 63,513.92 | 77,130.42 | 99,213.30 |
| Bi-weekly Rate | 2,442.84 | 2,966.55 | 3,815.90 |
| Paygrade 12 | 71,780.11 | 87,179.11 | 112,099.02 |
| Bi-weekly Rate | 2,760.77 | 3,353.04 | 4,311.50 |
| Paygrade 13 | 81,137.47 | 98,480.77 | 126,665.13 |
| Bi-weekly Rate | 3,120.67 | 3,787.72 | 4,871.74 |
| Paygrade 14 | 91,669.64 | 111,318.89 | 143,168.03 |
| Bi-weekly Rate | 3,525.76 | 4,281.50 | 5,506.46 |

| Compensation Range Table – Effective January 1, 2024 | | | |
|---|----------------|-----------------|----------------|
| | Minimum | Midpoint | Maximum |
| Paygrade 1 | Minimum Wage | 12.12 | 15.32 |
| Paygrade 2 | Minimum Wage | 13.05 | 17.29 |

| | | | |
|-----------------------|-----------|------------|------------|
| Paygrade 3 | 11.83 | 14.38 | 19.53 |
| Paygrade 4 | 13.36 | 16.25 | 22.10 |
| Paygrade 5 | 15.13 | 18.35 | 24.95 |
| Paygrade 6 | 17.08 | 20.72 | 28.76 |
| Paygrade 7 | 19.29 | 23.44 | 32.49 |
| Paygrade 8 | 21.80 | 26.50 | 36.72 |
| Paygrade 9 | 24.65 | 31.66 | 43.36 |
| Paygrade 10 | 57,915.68 | 70,333.49 | 90,450.91 |
| Bi-weekly Rate | 2,227.53 | 2,705.13 | 3,478.88 |
| Paygrade 11 | 65,419.34 | 79,444.34 | 102,189.69 |
| Bi-weekly Rate | 2,516.13 | 3,055.55 | 3,930.37 |
| Paygrade 12 | 73,933.52 | 89,794.49 | 115,461.99 |
| Bi-weekly Rate | 2,843.60 | 3,453.63 | 4,440.85 |
| Paygrade 13 | 83,571.60 | 101,435.20 | 130,465.08 |
| Bi-weekly Rate | 3,214.29 | 3,901.35 | 5,017.89 |
| Paygrade 14 | 94,419.73 | 114,658.45 | 147,463.07 |
| Bi-weekly Rate | 3,631.53 | 4,409.94 | 5,671.66 |

| Compensation Range Table – Effective January 1, 2025 | | | |
|---|----------------|-----------------|----------------|
| | Minimum | Midpoint | Maximum |
| Paygrade 1 | Minimum Wage | 12.48 | 15.78 |
| Paygrade 2 | Minimum Wage | 13.44 | 17.81 |
| Paygrade 3 | 12.18 | 14.81 | 20.12 |
| Paygrade 4 | 13.76 | 16.74 | 22.77 |
| Paygrade 5 | 15.58 | 18.90 | 25.70 |
| Paygrade 6 | 17.59 | 21.34 | 29.62 |
| Paygrade 7 | 19.87 | 24.14 | 33.47 |
| Paygrade 8 | 22.46 | 27.30 | 37.82 |
| Paygrade 9 | 25.39 | 32.61 | 44.67 |
| Paygrade 10 | 59,653.16 | 72,443.50 | 93,164.43 |

| | | | |
|-----------------------|-----------|------------|------------|
| Bi-weekly Rate | 2,294.35 | 2,786.29 | 3,583.25 |
| Paygrade 11 | 67,381.92 | 81,827.67 | 105,255.39 |
| Bi-weekly Rate | 2,591.61 | 3,147.22 | 4,048.28 |
| Paygrade 12 | 76,151.52 | 92,488.32 | 118,925.85 |
| Bi-weekly Rate | 2,928.90 | 3,557.24 | 4,574.07 |
| Paygrade 13 | 86,078.74 | 104,478.25 | 134,379.03 |
| Bi-weekly Rate | 3,310.72 | 4,018.39 | 5,168.42 |
| Paygrade 14 | 97,252.33 | 118,098.21 | 151,886.97 |
| Bi-weekly Rate | 3,740.47 | 4,542.24 | 5,841.81 |

NOTES:

Positions listed in paygrades 1-4 are part-time.

Positions with an (*) may be subject to part-time hours.

**The salary of the Mayor shall be 1% above the "midpoint: of Paygrade 13 identified in Section 2 of this Ordinance as of November 30, immediately preceding the start of a mayoral term of office, beginning with and continuing after the mayoral term commencing December 1, 2019.

Positions listed in Paygrade 9 and lower are non-exempt in accordance with the FLSA and shall be compensated at an hourly rate.

Positions listed in Paygrade 10 and above are exempt in accordance with the FLSA and shall be compensated based on a standard 40-hour week.

All Part-time Firefighter/Rescue employees authorized to work holidays shall be paid overtime.

Section 3. The following certification bonuses will be paid to eligible positions and will be cumulative to the employee’s base hourly rate. Base hourly rate plus certification bonuses may exceed the maximum for the base hourly range.

| | <u>2023</u> | <u>2024</u> | <u>2025</u> |
|---|-------------|-------------|-------------|
| <u>Part-time Firefighter/Rescue Certification Incentives</u> | | | |
| Basic Driver 3rd class Engineer | .47 | .48 | .50 |
| Advance Driver 2nd class Engineer | .80 | .82 | .85 |
| Advance Driver 1st class Engineer | .80 | .82 | .85 |
| Fire Training (240 hour) | .47 | .48 | .50 |
| EMT - Advanced | 1.92 | 1.98 | 2.04 |
| EMT - Paramedic | 1.94 | 2.00 | 2.06 |

Dispatcher Certification Incentives (cumulative)

| | | | |
|---------------------|------|------|------|
| LEADS Certification | 2.50 | 2.50 | 2.50 |
|---------------------|------|------|------|

Section 4. The following employees are paid as indicated by retainer, hourly rate or annual contract.

Law Department

| | |
|--|-----------|
| Law Director (annual retainer) | 45,000.00 |
| Law Department Supportive Services (contract, not payroll) | 30,000.00 |
| (hourly rate) | 128.65 |
| Prosecutor (annual retainer) | 54,648.42 |
| (hourly rate) | 128.65 |
| Magistrate (hourly rate) | 85.10 |

Building Department

| | |
|----------------|-------|
| Staff Engineer | |
| (hourly rate) | 48.87 |

Section 5. Aquatic Fitness Instructors, Land Fitness Instructors and Specialty Instructors shall continue to be paid as independent contractors on a per class or per session basis. That the Director of Parks and Recreation shall be authorized to enter into contracts for the purpose of providing fitness and specialty programming at rates competitive with the rates being offered by surrounding communities for similar programming instructors. Those instructors shall continue to be paid according to applicable ordinances.

Section 6. That the Mayor is authorized to implement annual merit raises to non-bargaining employees. Any merit increases given under this section shall not place the employee higher than the maximum for the employee’s paygrade. All merit increases given under prior ordinances before adoption of this ordinance shall remain in effect.

Section 7. That the rates of compensation previously established for employee positions not specifically named herein, shall continue and remain unchanged. Where ranges of pay are specified herein for employee positions, rates of pay established by prior ordinances shall apply until the Mayor fixes the specified salary as described in Sections 1 through 6 hereof. To such extent, all prior ordinances and resolutions consistent herewith are hereby ratified and confirmed. In all other respects, all prior ordinances or resolutions or parts thereof inconsistent herewith be and the same are hereby repealed.

Section 8. It is found and determined that all formal action of this Council and concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of the Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 9. 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: CITY ENGINEER

SPONSOR: Garvas

**CITY OF MACEDONIA
ORDINANCE NO. 21 - 2024**

**AN ORDINANCE
AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO
A CONTRACT WITH RONYAK PAVING, INC.
FOR THE 2024 ROAD PROGRAM**

WHEREAS, it has already been deemed necessary and in the best interest of the health, safety and welfare of the City and its residents to repair and make improvements to various roadways located within the City of Macedonia, known as the City’s “2024 Road Program”; and

WHEREAS, pursuant to the authorization set forth within Resolution 1-2024, the City previously advertised for bids for a contract for the City’s 2024 Road Program, including preventative maintenance items; and

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

WHEREAS, it is found and determined that the bid of Ronyak Paving, Inc. is the lowest and best bid with regard to the 2024 Road Program, and Council therefore wishes to authorize the Mayor to enter into a contract with Ronyak Paving, Inc. for such 2024 Road Program repairs and improvements as the lowest and best bid.

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

Section 1. That the Mayor is authorized to accept the bid of Ronyak Paving, Inc. as the lowest and best bid in regard to the 2024 Road Program for certain repairs and improvements within the City of Macedonia as set forth in the documents attached hereto and incorporated by reference as Exhibit “A,” and to enter into a contract with Ronyak Paving, Inc. to accomplish the same.

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

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

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____

Nicholas Molnar

ATTEST: _____

Jon Hoover, Clerk of Council



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

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

March 09, 2024

Re: 2024 Road Program

Dear Mayor Molnar,

The City has received three (3) bid proposals for the project known as the 2024 Road Program. I have reviewed the bid proposal and have identified the lowest and best bid proposal as that being submitted by Ronyak Paving, Inc., in the amount of \$1,966,705.00. Previously, this contractor has successfully completed similar work in the City of Macedonia. I am therefore recommending that Ronyak Paving, Inc. be awarded the contract for the 2024 Road Program.

Respectfully Submitted,

A handwritten signature in blue ink that reads 'Joseph L. Gigliotti'.

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

Cc: Members of Council
Law Director Guidetti
Finance Director Veres

attachments

BID TABULATION
2024 ROAD PROGRAM
CITY OF MACEDONIA
DATE: MARCH 8, 2024
CVE JOB NO. 24103 Engineer's Estimate \$2,066,000.00

| ITEM | DESCRIPTION | UNIT | QTY. | RONYAK PAVING, INC. | | SPECIALIZED CONSTRUCTION, INC. | |
|---------------------------|--|------|--------|--------------------------------------|-----------------------|-------------------------------------|-----------------------|
| | | | | UNIT PRICE | TOTAL PRICE | UNIT PRICE | TOTAL PRICE |
| 1 | PAVEMENT PLANING, FULL WIDTH | SY | 24,150 | \$4.30 | \$103,845.00 | \$4.10 | \$99,015.00 |
| 2 | PROFILE PLANING | SY | 1,500 | \$6.00 | \$9,000.00 | \$4.10 | \$6,150.00 |
| 3 | ASPHALT PAVEMENT RECYCLING | SY | 7,652 | \$10.00 | \$76,520.00 | \$12.25 | \$93,737.00 |
| 4 | ENGINEERED RECYCLING ASPHALT EMULSION | GAL | 13,588 | \$4.00 | \$54,352.00 | \$4.25 | \$57,749.00 |
| 5 | ADDITIONAL AGGREGATE | TONS | 278 | \$80.00 | \$22,240.00 | \$75.00 | \$20,850.00 |
| 6 | FOG SEAL | GAL | 1,500 | \$5.00 | \$7,500.00 | \$1.75 | \$2,625.00 |
| 7 | FULL DEPTH ASPHALT BASE REPAIRS (RESURFACE STREETS) | SY | 626 | \$58.00 | \$36,308.00 | \$50.00 | \$31,300.00 |
| 8 | PARTIAL DEPTH ASPHALT BASE REPAIRS (RESURFACE STREETS) | SY | 483 | \$48.00 | \$23,184.00 | \$50.00 | \$24,150.00 |
| 9 | FULL DEPTH ASPHALT SPOT REPAIRS (MISC. LOCATIONS) | SY | 80 | \$100.00 | \$8,000.00 | \$200.00 | \$16,000.00 |
| 10 | PARTIAL DEPTH ASPHALT SPOT REPAIRS (MISC. LOCATIONS) | SY | 500 | \$50.00 | \$25,000.00 | \$65.00 | \$32,500.00 |
| 11 | SUBGRADE REMOVAL AND REPLACEMENT | CY | 313 | \$25.00 | \$7,825.00 | \$75.00 | \$23,475.00 |
| 12 | TRANSVERSE UNDERDRAIN | LF | 300 | \$22.00 | \$6,600.00 * | \$10.00 | \$3,000.00 |
| 13 | PRE-CHIP SEAL | SY | 25,150 | \$2.50 | \$62,875.00 | \$2.75 | \$69,162.50 |
| 14 | 1.50" ASPHALT INTER. COURSE | CY | 1,354 | \$175.00 | \$236,950.00 | \$190.00 | \$257,260.00 |
| 15 | 1.25" ASPHALT SURFACE COURSE | CY | 1,112 | \$215.00 | \$239,080.00 | \$230.00 | \$255,760.00 |
| 16 | RECYCLED ASPHALT SHOULDER | CY | 150 | \$180.00 | \$27,000.00 | \$190.00 | \$28,500.00 |
| 17 | PAVEMENT MARKINGS (RESURFACED STREETS) | LUMP | 1 | \$5,945.00 | \$5,945.00 | \$15,000.00 | \$15,000.00 |
| 18 | CONCRETE DRIVE APRON | SF | 1,500 | \$19.25 | \$28,875.00 | \$10.50 | \$15,750.00 |
| 19 | CONCRETE CURB & GUTTER REPAIRED (MISC. LOCATIONS) | LF | 800 | \$51.00 | \$40,800.00 | \$50.00 | \$40,000.00 |
| 20 | ASPHALT DRIVE APRON | SF | 1,500 | \$5.00 | \$7,500.00 | \$10.00 | \$15,000.00 |
| 21 | GRAVEL DRIVE APRON | SF | 1,500 | \$2.00 | \$3,000.00 | \$2.50 | \$3,750.00 |
| 22 | 12" DRIVE CULVERT | LF | 25 | \$94.00 | \$2,350.00 | \$75.00 | \$1,875.00 |
| 23 | LOOP DETECTOR REPLACEMENT | EACH | 1 | \$1,500.00 | \$1,500.00 | \$1,900.00 | \$1,900.00 |
| 24 | VALVE or MONUMENT BOX ADJUST TO GRADE | EACH | 25 | \$520.00 | \$13,000.00 | \$100.00 | \$2,500.00 |
| 25 | MANHOLE OR CATCH BASIN ADJUST TO GRADE (RESURFACE STREETS) | EACH | 55 | \$900.00 | \$49,500.00 | \$1,000.00 | \$55,000.00 |
| 26 | MANHOLE or CATCH BASIN RECONSTRUCT TO GRADE(RESURFACE STREETS) | EACH | 4 | \$1,540.00 | \$6,160.00 | \$1,400.00 | \$5,600.00 |
| 27 | MANHOLE OR CATCH BASIN ADJUST TO GRADE (MISC. LOCATIONS) | EACH | 10 | \$900.00 | \$9,000.00 | \$1,500.00 | \$15,000.00 |
| 28 | MANHOLE OR CATCH BASIN RECONSTRUCT TO GRADE (MISC. LOCATIONS) | EACH | 2 | \$1,540.00 | \$3,080.00 | \$2,000.00 | \$4,000.00 |
| 29 | MISC. METAL | LBS | 2,500 | \$5.00 | \$12,500.00 | \$1.50 | \$3,750.00 |
| 30 | 12" ROAD CROSSEVER CULVERT | LF | 77 | \$57.00 | \$4,389.00 | \$250.00 | \$19,250.00 |
| 31 | 18" ROAD CROSSEVER CULVERT | LF | 0 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 32 | 12" ROADSIDE DITCH ENCLOSURE | LF | 100 | \$54.00 | \$5,400.00 | \$75.00 | \$7,500.00 |
| 33 | 2-2-A or 2-2-B CATCH BASIN | EACH | 1 | \$4,115.00 | \$4,115.00 | \$1,000.00 | \$1,000.00 |
| 34 | HALF HEIGHT HEADWALL | EACH | 1 | \$2,565.00 | \$2,565.00 | \$500.00 | \$500.00 |
| 35 | DRIVEWAY APRON BUTT JOINT | LF | 1,000 | \$5.00 | \$5,000.00 | \$12.00 | \$12,000.00 |
| 36 | ROADSIDE LINEAR GRADING | LF | 100 | \$10.00 | \$1,000.00 | \$10.00 | \$1,000.00 |
| 37 | 6" UNDERDRAIN (MISC. LOCATIONS) | LF | 350 | \$20.00 | \$7,000.00 | \$15.00 | \$5,250.00 |
| 38 | CRACK SEALING (BASE BID) | LUMP | 1 | \$18,545.75 | \$18,545.75 | \$20,000.00 | \$20,000.00 |
| 39 | ASPHALT PAVEMENT SURFACE TREATMENT (BASE BID) | SY | 64,161 | \$1.25 | \$80,201.25 | \$1.18 | \$75,709.98 |
| 40 | ROCK CHANNEL PROTECTION | TONS | 20 | \$155.00 | \$3,100.00 | \$200.00 | \$4,000.00 |
| 41 | PARTIAL DEPTH REPAIR (SR-82 or SR-8) | SY | 100 | \$100.00 | \$10,000.00 | \$100.00 | \$10,000.00 |
| 42 | CURB RAMP | SF | 2,750 | \$14.50 | \$39,875.00 | \$18.00 | \$49,500.00 |
| 43 | CONCRETE WALK | SF | 250 | \$10.50 | \$2,625.00 | \$15.00 | \$3,750.00 |
| 44 | CONCRETE CURB & GUTTER REPLACED (ENTIRE LENGTH) | LF | 8,800 | \$38.00 | \$334,400.00 | \$40.00 | \$352,000.00 |
| 45 | 6" UNDERDRAIN REPLACED (ENTIRE LENGTH) | LF | 8,800 | \$17.00 | \$149,600.00 | \$12.00 | \$105,600.00 |
| 46 | PAVEMENT MARKINGS (NOT USED) | LUMP | 1 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 47 | LAW ENFORCEMENT OFFICER ALLOWANCE | LUMP | 1 | \$2,000.00 | \$2,000.00 | \$2,000.00 | \$2,000.00 |
| 48 | INSPECTION FEE ALLOWANCE | LUMP | 1 | \$45,000.00 | \$45,000.00 | \$45,000.00 | \$45,000.00 |
| 49 | CONCRETE DRIVE APRON REPAIR (LAWTON & RIVERSIDE DRIVES) | SF | 7,200 | \$17.00 | \$122,400.00 | \$10.50 | \$75,600.00 |
| TOTAL PROJECT COST | | | | TOTAL | \$1,966,705.00 | TOTAL | \$1,990,018.48 |
| | | | | NUMBER OF DAYS TO COMPLETE: 120 Days | | NUMBER OF DAYS TO COMPLETE: 90 DAYS | |
| | | | | EARLIEST START DATE: May 1st 2024 | | EARLIEST START DATE: May 1st, 2024 | |

*WORDS DO NOT MATCH NUMBERS

COLE BURTON CONTRACTORS LLC

| ITEM | DESCRIPTION | UNIT | QTY. | UNIT PRICE | TOTAL PRICE |
|---------------------------|--|------|--------|-------------------------------------|-----------------------|
| 1 | PAVEMENT PLANING, FULL WIDTH | SY | 24,150 | \$10.00 | \$241,500.00 |
| 2 | PROFILE PLANING | SY | 1,500 | \$11.00 | \$16,500.00 |
| 3 | ASPHALT PAVEMENT RECYCLING | SY | 7,652 | \$13.00 | \$99,476.00 |
| 4 | ENGINEERED RECYCLING ASPHALT EMULSION | GAL | 13,588 | \$4.50 | \$61,146.00 |
| 5 | ADDITIONAL AGGREGATE | TONS | 278 | \$80.00 | \$22,240.00 |
| 6 | FOG SEAL | GAL | 1,500 | \$5.50 | \$8,250.00 |
| 7 | FULL DEPTH ASPHALT BASE REPAIRS (RESURFACE STREETS) | SY | 626 | \$130.00 | \$81,380.00 |
| 8 | PARTIAL DEPTH ASPHALT BASE REPAIRS (RESURFACE STREETS) | SY | 483 | \$90.00 | \$43,470.00 |
| 9 | FULL DEPTH ASPHALT SPOT REPAIRS (MISC. LOCATIONS) | SY | 80 | \$400.00 | \$32,000.00 |
| 10 | PARTIAL DEPTH ASPHALT SPOT REPAIRS (MISC. LOCATIONS) | SY | 500 | \$130.00 | \$65,000.00 |
| 11 | SUBGRADE REMOVAL AND REPLACEMENT | CY | 313 | \$90.00 | \$28,170.00 |
| 12 | TRANSVERSE UNDERDRAIN | LF | 300 | \$20.00 | \$6,000.00 |
| 13 | PRE-CHIP SEAL | SY | 25,150 | \$4.20 | \$105,630.00 |
| 14 | 1.50" ASPHALT INTER. COURSE | CY | 1,354 | \$270.00 | \$365,580.00 |
| 15 | 1.25" ASPHALT SURFACE COURSE | CY | 1,112 | \$320.00 | \$355,840.00 |
| 16 | RECYCLED ASPHALT SHOULDER | CY | 150 | \$150.00 | \$22,500.00 |
| 17 | PAVEMENT MARKINGS (RESURFACED STREETS) | LUMP | 1 | \$4,800.00 | \$4,800.00 |
| 18 | CONCRETE DRIVE APRON | SF | 1,500 | \$11.00 | \$16,500.00 |
| 19 | CONCRETE CURB & GUTTER REPAIRED (MISC. LOCATIONS) | LF | 800 | \$50.00 | \$40,000.00 |
| 20 | ASPHALT DRIVE APRON | SF | 1,500 | \$16.00 | \$24,000.00 |
| 21 | GRAVEL DRIVE APRON | SF | 1,500 | \$6.00 | \$9,000.00 |
| 22 | 12" DRIVE CULVERT | LF | 25 | \$75.00 | \$1,875.00 |
| 23 | LOOP DETECTOR REPLACEMENT | EACH | 1 | \$1,200.00 | \$1,200.00 |
| 24 | VALVE or MONUMENT BOX ADJUST TO GRADE | EACH | 25 | \$400.00 | \$10,000.00 |
| 25 | MANHOLE OR CATCH BASIN ADJUST TO GRADE (RESURFACE STREETS) | EACH | 55 | \$1,000.00 | \$55,000.00 |
| 26 | MANHOLE or CATCH BASIN RECONSTRUCT TO GRADE(RESURFACE STREETS) | EACH | 4 | \$1,400.00 | \$5,600.00 |
| 27 | MANHOLE OR CATCH BASIN ADJUST TO GRADE (MISC. LOCATIONS) | EACH | 10 | \$1,500.00 | \$15,000.00 |
| 28 | MANHOLE OR CATCH BASIN RECONSTRUCT TO GRADE (MISC. LOCATIONS) | EACH | 2 | \$2,000.00 | \$4,000.00 |
| 29 | MISC. METAL | LBS | 2,500 | \$1.50 | \$3,750.00 |
| 30 | 12" ROAD Crossover CULVERT | LF | 77 | \$330.00 | \$25,410.00 |
| 31 | 18" ROAD Crossover CULVERT | LF | 0 | \$0.00 | \$0.00 |
| 32 | 12" ROADSIDE DITCH ENCLOSURE | LF | 100 | \$75.00 | \$7,500.00 |
| 33 | 2-2-A or 2-2-B CATCH BASIN | EACH | 1 | \$1,000.00 | \$1,000.00 |
| 34 | HALF HEIGHT HEADWALL | EACH | 1 | \$500.00 | \$500.00 |
| 35 | DRIVEWAY APRON BUTT JOINT | LF | 1,000 | \$7.00 | \$7,000.00 |
| 36 | ROADSIDE LINEAR GRADING | LF | 100 | \$130.00 | \$13,000.00 |
| 37 | 6" UNDERDRAIN (MISC. LOCATIONS) | LF | 350 | \$15.00 | \$5,250.00 |
| 38 | CRACK SEALING (BASE BID) | LUMP | 1 | \$40,000.00 | \$40,000.00 |
| 39 | ASPHALT PAVEMENT SURFACE TREATMENT (BASE BID) | SY | 64,161 | \$1.25 | \$80,201.25 |
| 40 | ROCK CHANNEL PROTECTION | TONS | 20 | \$250.00 | \$5,000.00 |
| 41 | PARTIAL DEPTH REPAIR (SR-82 or SR-8) | SY | 100 | \$300.00 | \$30,000.00 |
| 42 | CURB RAMP | SF | 2,750 | \$18.00 | \$49,500.00 |
| 43 | CONCRETE WALK | SF | 250 | \$15.00 | \$3,750.00 |
| 44 | CONCRETE CURB & GUTTER REPLACED (ENTIRE LENGTH) | LF | 8,800 | \$40.00 | \$352,000.00 |
| 45 | 6" UNDERDRAIN REPLACED (ENTIRE LENGTH) | LF | 8,800 | \$12.00 | \$105,600.00 |
| 46 | PAVEMENT MARKINGS (NOT USED) | LUMP | 1 | \$0.00 | \$0.00 |
| 47 | LAW ENFORCEMENT OFFICER ALLOWANCE | LUMP | 1 | \$2,000.00 | \$2,000.00 |
| 48 | INSPECTION FEE ALLOWANCE | LUMP | 1 | \$45,000.00 | \$45,000.00 |
| 49 | CONCRETE DRIVE APRON REPAIR (LAWTON & RIVERSIDE DRIVES) | SF | 7,200 | \$33.00 | \$237,600.00 |
| TOTAL PROJECT COST | | | | TOTAL | \$2,755,718.25 |
| | | | | NUMBER OF DAYS TO COMPLETE: 60 days | |
| | | | | EARLIEST START DATE: June 3, 2024 | |

