

April 23, 2024

TO: Council Members  
Mayor Molnar  
Directors  
Staff  
Media

From: Clerk of Council

RE: **AGENDA – Work Session & Regular Meeting: Thursday, April 25, 2024**  
**“Council Office Hour” with Councilor Finley: 6:30pm**  
**Work Session: 7:00pm**  
**Council Meeting: 7:30pm**

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I. **ROLL CALL**

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

III. **RECOGNITION OF THE NORDONIA KNIGHTS GIRLS BOWLING TEAM**

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

Thursday, April 11, 2024 – Regular Council Meeting

V. **PUBLIC COMMENTS**

VI. **CORRESPONDENCE**

## **VII. 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

1<sup>st</sup> Read 2-8-24  
2<sup>nd</sup> Read 2-22-24  
3<sup>rd</sup> Read

### **ORD.NO. 26 - 2024 [V. VENTURA, D. FINLEY]**

AN ORDINANCE AMENDING ORDINANCE NO. 95-2023 RELATIVE TO CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MACEDONIA FOR THE PERIOD OF JANUARY 1, 2024 TO DECEMBER 31, 2024

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

### **ORD.NO. 27 - 2024 [J. BRANDT, V. VENTURA]**

AN ORDINANCE AMENDING SECTION 147.04 OF THE CODIFIED ORDINANCES OF THE CITY OF MACEDONIA RELATIVE TO PARKS AND RECREATION COMMISSION

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

### **ORD.NO. 28 - 2024 [J. TULLEY, J. GARVAS]**

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT WITH PRECISION CONTRACTING FOR THE "LONGWOOD PARK MULTIPURPOSE FIELD EXPANSION" PROJECT AT THE MACEDONIA RECREATION CENTER

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

### **ORD.NO. 29 - 2024 [D. FINLEY, J. BRANDT]**

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT WITH INNOVATIVE SPORT SURFACING FOR THE "POOL DECK REPLACEMENT" PROJECT AT THE MACEDONIA RECREATION CENTER

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

### **ORD.NO. 30 - 2024 [J. GARVAS, J. TULLEY]**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MACEDONIA OCCUPANCY AND JOBS CREATION PROGRAM AGREEMENT WITH ELECTRONIC IMAGES, LLC DBA DIGITAL PRINT SOLUTIONS

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

**ORD.NO. 31 - 2024 [J. TULLEY, D. FINLEY]**

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT WITH MUNICIPAL AND CONTRACTORS SEALING PRODUCTS, INC. FOR THE WALTERS ROAD CULVERT REHABILITATION PROJECT

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

**ORD.NO. 32 - 2024 [V. VENTURA, J. GARVAS]**

AN ORDINANCE AMENDING SECTION 721.02 OF THE CODIFIED ORDINANCES OF THE CITY OF MACEDONIA RELATIVE TO EXCESSIVE FALSE ALARMS

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

**VIII. MOTIONS/OTHER LEGISLATIVE ACTION**

**IX. MAYOR'S REPORT**

**X. COMMITTEE REPORTS**

**XI. DEPARTMENT REPORTS**

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

**XII. UNFINISHED BUSINESS**

**XIII. NEW BUSINESS**

**XIV. ADJOURNMENT [D. FINLEY, J. TULLEY]**

## April/May

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

**\*Public Comment for those not able to attend in-person at the April 25th Council Meeting should be sent to Clerk of Council Jon Hoover at [jhoover@macedonia.oh.us](mailto:jhoover@macedonia.oh.us) . Public comment must be received no later than the close of business on April 24th, 2024 and will be subsequently made available to the public.**

**\*Note \***

- This City Council meeting will take place in Council Chambers at the Macedonia City Center, 9691 Valley View Rd., Macedonia, OH 44056
- Council’s meeting will also be livestreamed through YouTube. The link to access will be available on the City of Macedonia’s website [www.macedonia.oh.us](http://www.macedonia.oh.us)



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

Record of Proceedings  
Regular Council Meeting  
April 11th, 2024

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

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

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

8 **INVOCATION & PLEDGE OF ALLEGIANCE**  
9

10 **PROCLAMATION:** The Mayor read a proclamation naming April 11, 2024 as Nordonia High School  
11 Girls Swim Team Day. In attendance were Coach Glenn Yorkievitz and student-athletes Emily  
12 Yorkievitz, Payton Pelkowski and Hailey Kaminski who briefly spoke of their swimming experience and  
13 thanked the City for allowing them to use the Recreation Center for training.  
14

15 **APPROVAL OF MINUTES:**  
16

17 Ms. Brandt moved, second by Mr. Garvas, to **approve the minutes of the regular meeting of March 14,**  
18 **2024 as received from the Clerk of Council.** The motion carried by a unanimous voice vote.  
19

20 **PUBLIC COMMENTS:** None  
21

22 **CORRESPONDENCE:** None  
23

24 **INTRODUCTION, READINGS & ADOPTION OF LEGISLATION**  
25

26 **ORDINANCE NO. 8-2024**

27 AN ORDINANCE AUTHORIZING A TAX EXEMPTION FOR REAL PROPERTY OWNED BY DDR  
28 HD & C, LLC IN THE CITY'S COMMUNITY REINVESTMENT AREA, AND DETERMINING THE  
29 TIME PERIOD FOR SAID EXEMPTION **remained at second reading.**  
30

31 **ORDINANCE NO. 22-2024**

32 AN ORDINANCE ESTABLISHING THE CURRENT COMPENSATION SCHEDULE FOR THE  
33 NON-UNION EMPLOYEES OF THE CITY OF MACEDONIA, OHIO was offered by Mr. Ventura for  
34 its **second and third readings by title only.** Seconded by Ms. Brandt. The motion carried unanimously  
35 by a voice vote.  
36

37 The Mayor stated custodial work has recently been done by members of the Service Department, but this  
38 would add back an employee who exclusively performs custodial duties.  
39

40 Mr. Ventura moved, second by Ms. Brandt, to **adopt ORD.NO. 22-2024 and post the same according**  
41 **to law.** Motion carried by a unanimous voice vote. **ORD.NO. 22-2024 declared and adopted.**  
42

43 **RESOLUTION NO. 23-2024**

44 A RESOLUTION AUTHORIZING THE CITY DIRECTOR OF PUBLIC SERVICE TO PREPARE  
45 PLANS, BIDS AND SPECIFICATIONS, AND FURTHER AUTHORIZING THE MAYOR TO  
46 ADVERTISE FOR BIDS FOR RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL AND  
47 RECYCLING SERVICES AND AUTOMATED TRASH COLLECTION was offered by Mr. Garvas for  
48 its **first, second and third readings by title only.** Seconded by Mr. Ventura. The motion carried  
49 unanimously by a voice vote.  
50

51 The Mayor shared this legislation allows him to go out for bid for a new contract as the current one  
52 expires in November, and warns that rates are expected to increase.  
53

Record of Proceedings  
Regular Council Meeting  
April 11th, 2024

54 Mr. Garvas moved, second by Mr. Ventura, to **adopt RES.NO. 23-2024 and post the same according to**  
55 **law.** Motion carried by a unanimous voice vote. **RES.NO. 23-2024 declared and adopted.**

56  
57 **RESOLUTION NO. 24-2024**

58 A RESOLUTION AUTHORIZING THE MAYOR TO TAKE SUCH STEPS NECESSARY TO APPLY  
59 FOR FUNDING FROM THE OHIO PUBLIC WORKS COMMISSION, DISTRICT EIGHT PUBLIC  
60 WORKS COMMITTEE, PROGRAM YEAR 39, FOR THE SHEPARD ROAD RESURFACING  
61 PROJECT was offered by Mr. Garvas for its **first, second and third readings by title only.** Seconded  
62 by Mr. Ventura. The motion carried unanimously by a voice vote.

63  
64 Dir. Gigliotti stated this allows the City to apply for OPWC funding on the Shepard Road resurfacing  
65 project, which will go from Rt. 82 up to the I-480 bridge and is a joint application/project with  
66 Twinsburg.

67  
68 Mr. Garvas moved, second by Mr. Ventura, to **adopt RES.NO. 24-2024 and post the same according to**  
69 **law.** Motion carried by a unanimous voice vote. **RES.NO. 24-2024 declared and adopted.**

70  
71 **ORDINANCE NO. 25-2024**

72 AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO  
73 PARTICIPATE IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2024 was offered by Ms.  
74 Tulley for its **first, second and third readings by title only.** Seconded by Mr. Garvas. The motion  
75 carried unanimously by a voice vote.

76  
77 Dir. Wilson shared this is housekeeping legislation Council does each year that allows the City to  
78 participate in the ODOT road salt contract.

79  
80 Ms. Tulley moved, second by Mr. Garvas, to **adopt ORD.NO. 25-2024 and post the same according to**  
81 **law.** Motion carried by a unanimous voice vote. **ORD.NO. 25-2024 declared and adopted.**

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83  
84 **MOTIONS / OTHER LEGISLATIVE ACTION:**

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86 Ms. Brandt moved, second by Ms. Tulley to **cancel the June 27, July 11 and August 8, 2024 Council**  
87 **meeting.** Motion carried by a unanimous voice vote.

88  
89 **MAYOR'S REPORT**

90  
91 ~ Mayor's Court revenue for January 2024 was \$26,185.10, \$48,780.50 in February 2024 and  
92 \$42,281.42 in March 2024.

93 ~Nordstrom Rack grand opening was this morning. Those in the community that have  
94 commented on the lack of variety in shopping opportunities in the past are encouraged to  
95 patronize. When asking of the opening date for Sephora, which is TBD, Ms. Tulley commented  
96 that parking may be an issue in the future for that area. The Mayor added that the Planning  
97 Commission has a process for assessing such questions before they become an issue.

98 ~B&B tentatively planning for an August opening

99 ~There was a fire in Northfield Center Township that unfortunately resulted in a loss of life to the  
100 resident of the home. Chief Ripley invited the Mayor to a post-event assessment meeting and  
101 was impressed.

102 ~Dispatchers Week is April 14-20 and we should thank them for all they do

103 ~Please do not blow grass clippings into the street

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

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Record of Proceedings  
Regular Council Meeting  
April 11th, 2024

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**COMMITTEE REPORTS**

**Parks & Recreation Commission:** Ms. Brandt stated the Commission met on March 20 and discussed upcoming projects and maintenance, along with reviewing the Parks & Recreation section of the Future Growth and Redevelopment Committee from 2015-16. Part of that review assessed what projects they'd like to remove and what projects they'd like to see move forward. The next meeting is Wednesday, April 17. The June meeting has been cancelled.

Ms. Tulley commented on the positive changes she has seen over the years when it comes to field usage.

**DEPARTMENT REPORTS**

**Service Department:** Director Wilson – Thanks to Council for being supportive of the Service Department as they grow and change. On April 29, the Service Department will be changing from two shift to a regular Monday through Friday day shift. There will be updates made in Veterans Park adding a bulletin board in the pavilion along with power washing and repainting the gazebo. There is a wish to dedicate the park sometime in the Fall. Painting is being done upstairs in City Hall. In the process of hiring a mechanic, and soon a full-time custodian. The cooling towers will be replaced on Monday, April 15.

The Mayor added the City received \$2,000 in grant money from NOPEC, and he will give \$1,000 of it to the Veterans Memorial Park and \$1,000 to the Longwood Manor committee.

**Engineer:** Director Gigliotti – Thanks for passage of RES 24-2024. The City received preliminary results from last year's OPWC application that it will receive \$400,000 in funding to complete Ledge Road repaving.

**Parks and Recreation Department:** – Jim Clark, Supervisor of Aquatics & Fitness – Thanks for the Council support of the Parks & Recreation Department. The activity pool has been working consistently for three weeks after previous issues with parts and damage to it were rectified. HVAC installation at the Rec Center is scheduled for May 27-June 9, which will require the Center to be closed during that period. Mobilization by some contractors that can do work prior to the shutdown without hindering activities will take place. Reviewing bids for multipurpose fields and pool deck now. SpringFest will be Saturday, April 20.

**Finance Department:** Director Veres – Absent

**IT Department:** Director Collins – Absent

**Building Department:** Commissioner Rodic – Absent

**HR Department:** Director Smith – HR is concentrating on development and training programs. Planning to have a short presentation at the next staff and Council meetings.

**Fire Department:** Chief Ripley – The recent fire was a very tragic event, and the dispatchers are to be commended for their job. Hydrant flushing has begun. The first electronic sign at the Commons is now working.

**Police Department:** Chief Yakopovich – National Telecommunicators Week starts April 14. Currently looking to hire dispatchers, and interested individuals can visit the City website for more information.

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

Record of Proceedings  
Regular Council Meeting  
April 11th, 2024

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**UNFINISHED BUSINESS:**

Ms. Tulley inquired as to whether there has been any resolution to the issue brought forward by residents a few meetings ago about vehicles parked at a certain residence, to which Chief Yakopovich, Dir. Guidetti and the Mayor responded there is a legal due process for situations like this and pending cases should not be discussed in a Council setting.

Ms. Brandt shared that the City is sponsoring a clean up of all the parks from 9am-noon on April 20 to align with SpringFest. Interested individuals can sign up at macrec.com, along with yoga in the park. Ms. Brandt also reminded everyone that because residents voted to keep dispatch local, the City is able to retain the phenomenal dispatchers and provided the arrival time of three minutes after the initial call for the recent fire as illustration of their excellent performance. Congatulations to Dir. Collins, who is getting married this weekend.

Ms. Tulley expressed appreciation for Nixle keeping residents abreast of vital information. Ms. Tulley then turned towards the question of whether Ledge Road under the railroad will ever be widened, to which Dir. Guidetti and the Mayor responded the City has asked repeatedly and done all they can at this point.

**NEW BUSINESS:** None

There being no further business, Ms. Brandt moved, second by Ms. Tulley, to **adjourn the meeting**. The motion passed **unanimously** pursuant to a voice vote and the meeting was adjourned at approximately 8:05p.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 &amp; C LLC</u>	<u>Madilyn Movsesian</u>
Enterprise Name	Contact Person

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

- b. Project site:

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

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

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

Movie theatre and related sales.

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

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

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

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

Partnership

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

Lance Osborne

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

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

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

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

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

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

N/A

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

N/A

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

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

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

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

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

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

The current theater is vacating the premises because expenses are too high. The business operation is not feasible in the marketplace. The parties are going to invest \$6,081,743.00 in total expenditures, and without the abatement there is no way to justify this expense.

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

The Applicant agrees to supply additional information upon request.

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

DDR HO+C, LLC  
Name of Property Owner

12/11/2023  
Date

  
Signature

Laura Osborne, manager  
Typed Name and Title

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

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

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

ORIGINATOR: FINANCE DEPARTMENT

SPONSOR: Ventura

**CITY OF MACEDONIA  
ORDINANCE NO. 26 - 2024**

**AN ORDINANCE  
AMENDING ORDINANCE NO. 95-2023 RELATIVE TO CURRENT EXPENSES AND  
OTHER EXPENDITURES OF THE CITY OF MACEDONIA FOR THE PERIOD OF  
JANUARY 1, 2024 TO DECEMBER 31, 2024**

**WHEREAS**, it is necessary to amend Ordinance No. 95-2023 to make certain adjustments for the allocation of funds to facilitate various necessary operating expenses of the City of Macedonia.

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

**Section 1.** That Ordinance No. 95-2023 is hereby further amended, with the additions or reductions be made to the current accounts as set forth in the document attached hereto as Exhibit “A” and incorporated herein by reference.

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

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

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

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

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

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

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



**EXHIBIT A**

**CITY OF MACEDONIA**

**April 25, 2024**

**2024 Amend #1**

Fund Category	Fund #	Fund Name or Department	Personal Service	Other	Transfers & Advances	Total
changes						
<b>General</b>	101	<b>General</b>				
		Council (101)	104,700	8,500		113,200
		Administrative Support (110)	-	1,417,300		1,417,300
		Mayor's Office (120)	561,800	33,900		595,700
		IT (125)	141,800	207,600		349,400
		Finance (130)	392,400	250,600		643,000
		Mayor's Court (140)	359,800	128,500		488,300
		Legal (150)	61,000	131,200		192,200
		Civil Service (160)	-	27,600		27,600
		City Center Service (170)	-	346,700		346,700
		Building & Engineering (180)	480,900	59,700		540,600
		Service (201)	539,000	210,600		749,600
		Police (210)	3,191,000	238,100		3,429,100
		Fire (222)	4,137,900	1,026,100		5,164,000
		Dispatch (310)	777,400	95,800		873,200
		Transfers (321)	-	-	5,110,000	5,110,000
		Advances (321)	-	-	-	-
		<b>Total General Fund (101)</b>	<b>10,747,700</b>	<b>4,182,200</b>	<b>5,110,000</b>	<b>20,039,900</b>
		total Personal Service + Other		14,929,900		
	102	Emergency Reserve	-	-	-	-
	103	Unclaimed Monies	-	1,000	-	1,000
	104	Retirement Reserve	-	100,000	-	100,000
	105	Refund Program	-	205,500	150,000	355,500
	106	Technology Advancement	-	125,000	-	125,000
<b>Special Revenue</b>	201	<b>Street Construction Maintenance &amp; Repair (S,C,M&amp;R)</b>				
		Street Maintenance & Repair (350)	1,260,500	253,800	-	1,514,300
		Salt (352) & Traffic Signals (353)	-	158,000	-	158,000
		Street Mechanic (354) & Signs Maintenance (355)	368,400	404,300	-	772,700
		<b>Total S,C,M&amp;R Fund (201)</b>	<b>1,628,900</b>	<b>816,100</b>	<b>-</b>	<b>2,445,000</b>
	202	State Highway Improvement	-	55,000	-	55,000
	203	Permissive License Tax	-	-	-	-
	204	<b>Parks &amp; Recreation</b>				
		Parks (203)	303,100	152,600	-	455,700
		Recreation - Parks Programming (204)	23,100	906,100	-	929,200
		<b>Total Parks &amp; Recreation Fund (204)</b>	<b>326,200</b>	<b>1,058,700</b>	<b>-</b>	<b>1,384,900</b>
	205	Family Recreation Center	953,100	1,383,600	-	2,336,700
	207	Spirit of Macedonia Festival	-	50,000	-	50,000
	210	Water Maintenance & Expansion	-	174,700	-	174,700
	212	Motor Vehicle License Tax	-	100,000	-	100,000
	213	Police Pension	-	204,500	-	204,500
	216	Drug Law Enforcement	-	5,000	-	5,000
	217	Law Enforcement & Education	-	2,500	-	2,500
	220	Mayor's Court Computer	-	12,800	-	12,800
	221	F.A.I.R. Program	-	55,000	-	55,000
	224	Wireless 911	-	14,900	-	14,900
	225	Petro UST	-	2,000	-	2,000
	226	Police Donation - K9	-	1,200	-	1,200
	260	Federal Fire Grant	-	14,000	-	14,000
	262	Law Enforcement Trust	-	2,500	-	2,500
	263	Federal Equity Share	-	7,500	-	7,500
	267	OneOhio	-	-	-	-
	280	Safety / Service	758,200	1,427,900	293,900	2,480,000
		<b>Total Special Revenue Funds</b>	<b>3,666,400</b>	<b>5,387,900</b>	<b>293,900</b>	<b>9,348,200</b>
<b>Debt Service</b>	301	General Obligation Bond Retirement	-	1,220,500	-	1,220,500
	302	Special Assessment Bond Retirement	-	244,200	-	244,200
	304	Other Debt - (OPWC, State Infrastructure Bank, leases)	-	681,700	-	681,700
		<b>Total Debt Service Funds</b>	<b>-</b>	<b>2,146,400</b>	<b>-</b>	<b>2,146,400</b>

EXHIBIT A		CITY OF MACEDONIA		April 25, 2024		2024 Amend #1	
Fund Category	Fund #	Fund Name or Department	Personal Service	Other	Transfers & Advances	Total	

Capital Project	Fund #	Fund Name or Department	Personal Service	Other	Transfers & Advances	Total	
	401	Capital Improvement	-	896,700	-	896,700	
	405	Road Program	-	2,484,000	747,900	3,231,900	
	423	Municipal Property	-	6,700,000	-	6,700,000	
	424	Longwood Park Improvements	-	1,000	-	1,000	
	427	Manor House Renovation	-	30,000	-	30,000	
	470	Summit Pointe TIF	-	650,000	-	650,000	
	471	The Avenue TIF	-	-	5,000	5,000	
	472	Macedonia Shoppes TIF	-	-	7,700	7,700	
	473	Maguire Property TIF	-	-	7,000	7,000	
	475	Culver's TIF	-	-	10,400	10,400	
	476	KFC TIF	-	-	21,700	21,700	
	477	Cleanland TIF	-	-	6,100	6,100	
	480	OH State Waterproofing TIF	-	-	15,100	15,100	
		Total Capital Project Funds	-	10,761,700	820,900	11,582,600	

Non-Budgetary	Fund #	Fund Name or Department	Personal Service	Other	Transfers & Advances	Total	
	206	Parks & Recreation Trust	-	25,000	-	25,000	
	714	JEDD Northfield Center	-	600,000	-	600,000	
		Total Non-Budgetary Funds	-	625,000	-	625,000	
		Total All Funds	14,414,100	23,534,700	6,374,800	44,323,600	
				37,948,800			

Transfers	Description	Personal Service	Other	Transfers & Advances	Total
	General (101) to Emergency Reserve (102)			100,000	
	General (101) to Retirement Reserve (104)			100,000	
	General (101) to Technology Advancement (106)			125,000	
	General (101) to Street Construction (201)			1,325,000	
	General (101) to Parks & Recreation (204)			100,000	
	General (101) to Family Recreation Center (205)			1,000,000	
	General (101) to General Bond Retirement (301)			275,000	
	General (101) to Special Assessment Bond Retirement (302)			50,000	
	General (101) to Other Debt (304)			455,000	
	General (101) to Capital Improvements (401)			800,000	
	General (101) to Road Program (405)			400,000	
	General (101) to Municipal Property (423)			350,000	
	General (101) to Manor House (427)			30,000	5,110,000
	Refund Program (105) to General (101)			150,000	
	Safety Services (280) to General Bond Retirement (301)			277,400	
	Safety Services (280) to Other Debt (304)			16,500	
	Road Program (405) to General Bond Retirement (301)			676,900	
	Road Program (405) to Other Debt (304)			71,000	
	The Avenue TIF (471) to Road Program (405)			5,000	
	Macedonia Shoppes TIF (472) to Road Program (405)			7,700	
	Maguire Property TIF (473) to Road Program (405)			7,000	
	Culver's TIF (475) to Road Program (405)			10,400	
	KFC TIF (476) to Road Program (405)			21,700	
	Cleanland TIF (477) to Road Program (405)			6,100	
	OH State Waterproofing TIF (480) to Road Program (405)			15,100	
				-	
	Total Transfers			6,374,800	

# Memorandum

Date: April 22, 2024

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

From: John M. Veres, CPA  
Director of Finance

RE: Amended Annual Appropriations Ordinance #1 – April 25, 2024

Adjusted the Beginning Unencumbered Cash Balances for all Funds as of 01/01/2024.

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

- 1) General (101) – adjusted Property Taxes & Local Gov't to amts from County.
- 2) S,C,M&R (201) – reduced Transfer In from General (101) by \$200,000.
- 3) Parks & Rec (204) – reduced Transfer In from General (101) by \$125,000.
- 4) Family Rec (205) – reduced Transfer In from General (101) by \$100,000.
- 5) Police Pension (213) – adjusted Property Taxes to amount from County.
- 6) Safety/Service (280) – adjusted income tax estimate.
- 7) Capital Improvements (401) – added \$275,000 to Transfer In from General (101).
- 8) Road Program (405) – added \$400,000 Transfer In from General (101), added \$11,300 to Transfer In from KFC TIF (476), adjusted grant amounts per mtgs with engineer.

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

- 9) General (101) – Transfer Outs adjusted for 2, 3, 4, 7 & 8 above.
- 10) Police Pension (213) – adjusted for change in estimated revenue.
- 11) Federal Fire Grant (260) – reduced by \$100 for rounding.
- 12) Capital Improvement (401) – adjusted for updated Five-Year Capital Plan.
- 13) Road Program (405) – adjusted for final Road Program approved by Council.
- 14) KFC TIF (476) – added \$11,300 Transfer Out to Road Program.

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

Thank you.

CITY OF MACEDONIA										CERTIFICATE OF ESTIMATED RESOURCES					APPROPRIATIONS					Transfers		
2024 Estimated Resources & Appropriations										2024 Amend #1 Appropriations					April							
Fund #	Fund Description	Type	Actual Balance 01/01/2024	ADD General Property Tax	ADD Local Gov't	ADD Income Tax	ADD rev-other	ADD changes	Other Sources	2024 Total Resources	2024 Description	Sect.	Subtract changes	2024 Appropriations	Unencumbered Balance 12/31/2024	ESTIMATED	gen'l obligation debt	spec assess debt	OPWC/lease debt	new debt	Description	
101	General	Gov'l	4,749,664.84	2,387,766.00	231,220.95	11,970,000.00	rev-other	3,801,189.22	-	23,494,841.01		1.	14,929,900.00	5,110,000.00	3,454,941.01							
							Tr in 3															
							Tr in 5	150,000.00														
							est rev	205,000.00														
								4,156,189.22														
102	Emergency Reserve	Gov'l	1,000,603.68				Tr in 1	100,000.00		1,100,603.68												
103	Unclaimed Monies	Trust	2,589.22				est rev	-		2,589.22												
104	Retirement Reserve	Gov'l	671,457.56				Tr in 1	100,000.00		771,457.56												
105	Refund Program	Gov'l	106,280.52			330,800.00	est rev	-		437,080.52												
106	Technology Advancement	Gov'l	8,569.70				Tr in 1	125,000.00		133,569.70												
201	S.C.M & R	Sp Rev	296,500.69				est rev	900,000.00		2,521,500.69												
								1,325,000.00														
								2,225,000.00														
202	State Highway	Sp Rev	33,972.99				est rev	50,000.00		83,972.99												
203	Permissive License Tax	Sp Rev	14,989.71				est rev	125,000.00		139,989.71												
204	Parks & Recreation	Sp Rev	687,066.11			543,400.00	est rev	104,000.00		1,464,466.11												
								30,000.00														
								100,000.00														
								234,000.00														
205	Family Recreation Center	Sp Rev	180,423.71			543,400.00	est rev	725,000.00		2,448,823.71												
								1,000,000.00														
								1,725,000.00														
206	Parks & Recreation Trust	Trust	312,389.55				est rev	55,000.00		367,389.55												
207	Spirit of Macedonia	Sp Rev	29,260.45				est rev	30,000.00		59,260.45												
210	Water Maintenance & Expansion	Sp Rev	80,236.32				est rev	125,000.00		205,236.32												
212	Motor Vehicle License Tax	Sp Rev	52,681.33				est rev	100,000.00		152,681.33												
213	Police Pension	Sp Rev	11,472.58				est rev	-		204,779.58												
215	Incident Drivers	Sp Rev	6,093.21				est rev	-		6,093.21												
216	Drug Law Enforcement	Sp Rev	25,910.88				est rev	5,000.00		30,910.88												
217	Law Enforcement Education	Sp Rev	21,004.01				est rev	2,500.00		23,504.01												
218	CDBG Block Grant	Sp Rev	8,153.30				est rev	-		8,153.30												
220	Mayor's Court Computer	Sp Rev	19,493.40				est rev	8,000.00		27,493.40												
221	F.A.I.R. Program	Sp Rev	36,711.53				est rev	35,000.00		71,711.53												
223	Subdivision Tree	Sp Rev	115.00				est rev	-		115.00												
224	Wireless Emergency 911	Sp Rev	14,902.55				est rev	-		14,902.55												
225	Petro Underground Storage Tanks	Sp Rev	8,250.00				est rev	-		8,250.00												
226	Police K-9 Donation	Sp Rev	1,266.46				est rev	-		1,266.46												
233	Quiet Zone Maintenance	Sp Rev	19,073.71				est rev	-		19,073.71												
259	A.R.A. Grant	Sp Rev	5,416.40				est rev	-		5,416.40												
260	Federal Fire Grant	Sp Rev	14,044.11				est rev	-		14,044.11												
262	Law Enforcement Trust	Sp Rev	19,355.02				est rev	-		19,355.02												
263	Federal Equitable Share	Sp Rev	26,336.13				est rev	-		26,336.13												

CITY OF MACEDONIA				CERTIFICATE OF ESTIMATED RESOURCES				APPROPRIATIONS				transfers		
2024 Estimated Resources & Appropriations				2024 Amend #1 Appropriations				2024				advances		
Fund #	Fund Description	Type	Actual Balance 01/01/2024	ADD changes	ADD Local Govt	ADD General Property Tax	ADD Income Tax	ADD Other Sources	ADD Total Resources	Subtract changes	ESTIMATED Unencumbered Balance 12/31/2024	ESTIMATED new debt	gen'l obligation debt	spec assess debt
266	Local Fiscal Recovery	Sp Rev	740.00						740.00		740.00			
267	OneOhio	Sp Rev	24,986.18					15,000.00	39,986.18		39,986.18			
280	Safety / Service	Sp Rev	391,128.37			2,093,800.00			2,484,928.37		4,928.37			
301	General Bond Retirement	Debt	1,535.59						1,230,835.59		10,335.59			
302	Special Assess Bond Retirement	Debt	2,560.04						277,560.04		33,360.04			
304	Other Debt	Debt	143,674.62						686,174.62		4,474.62			
401	Capital Improvements	Cap	6,862.49						972,762.49		76,062.49			
405	Road Program	Cap	420,828.96						3,403,128.96		171,228.96			
423	Municipal Property	Cap	669,608.31						6,789,608.31		89,608.31			

CITY OF MACEDONIA										CERTIFICATE OF ESTIMATED RESOURCES					APPROPRIATIONS				
2024 Estimated Resources & Appropriations										ADD					EQUALS				
2024 Amend #1 Appropriations										changes					Total				
Fund #	Fund Description	Type	Unencumbered Balance 01/01/2024	ADD General Property Tax	ADD Local Govt	ADD Income Tax	Other Sources	2024 Resources	Description	Sec't.	SUBTRACT changes 2024 Appropriations	ESTIMATED Unencumbered Balance 12/31/2024	transfers advances gen'l obligation debt spec assess debt OPWC/lease debt new debt	Description					
424	Longwood Park Improvements	Cap	5,912.31					5,912.31		41.	1,000.00	4,912.31							
427	Manor House Renovation	Cap	26.27					30,026.27		42.	30,000.00	26.27							
470	Summit Points TIF	Cap	0.02					650,000.00		43.	650,000.00	0.02							
471	The Avenue TIF	Cap	143.18					5,000.00		Ir out 44	5,000.00	143.18							
472	Macedonia Shoppes TIF	Cap	177.80					7,700.00		Ir out 45	7,700.00	177.80							
473	Maguire Property TIF	Cap	154.12					7,000.00		Ir out 46	7,000.00	154.12							
475	Culver's TIF	Cap	131.15					10,400.00		Ir out 48	10,400.00	131.15							
476	KFC TIF	Cap	11,373.26					21,773.26		Ir out 49	21,700.00	73.26							
477	Cleanland TIF	Cap	63.06					6,163.06		Ir out 50	6,100.00	63.06							
478	Big Carrot TIF	Cap	-					-		Ir out 51	-	-							
479	Peak Nano TIF	Cap	-					-		Ir out 52	-	-							
480	Ohio State Waterproofing TIF	Cap	71.98					15,171.98		Ir out 53	15,100.00	71.98							
481	Optima TIF	Cap	-					-		Ir out 54	-	-							
482	Space Place TIF	Cap	-					-		Ir out 55	-	-							
483	Wave Car Wash TIF	Cap	-					-		Ir out 56	-	-							
484	Basch TIF	Cap	-					-		Ir out 57	-	-							
702	Revolving Payroll Funds	Agency	60,919.86					60,919.86		58.	-	60,919.86							
703	Recreation Trust Fund	Agency	11,754.09					11,754.09		59.	-	11,754.09							
710	Escrow Deposits	Agency	89,921.36					89,921.36		60.	-	89,921.36							
711	OBBC Deposits	Agency	4,252.66					4,252.66		61.	-	4,252.66							
712	Community Room Deposits	Agency	3,248.75					3,248.75		62.	-	3,248.75							
714	JEDD Northfield Center	Agency	120,743.67					720,743.67		63.	600,000.00	120,743.67							
715	Mayors Court Bond	Agency	(992.44)					7.56		64.	-	7.56							
	Totals		10,454,110.33	2,581,073.00	231,220.95	18,050,200.00	20,084,589.22	51,401,193.50	= Beg Bal + Resources		44,323,600.00	7,077,593.50							
	Total Resources					62.63%	40,947,083.17	Total Generated Resources											
							28,822,283.17	Total Estimated Revenue											

**CITY OF MACEDONIA**  
**2024 Amend #1 Appropriations**  
**April**

changes

	<u>Fund #</u>		
<b>Beginning Estimated RESTRICTED Unencumbered Cash Balance</b>	all other	3,914,900	
<b>Beginning Estimated UNRESTRICTED Unencumbered Cash Balance</b>	101-106	6,539,200	
	<b>ALL</b>		10,454,100
<b>Revenue and Other Receipts</b>			
Municipal Income Tax Funds (101,105, 204, 205)		13,387,600	
Property Tax	101, 213	2,581,100	
Local Government	101	231,200	
Tax Increment Financing (TIF) Revenue	471-483	61,700	
Safety / Service	280	2,093,800	
Road Program	405	2,509,300	
Other Income Funds (101, 105, 201, 204, 205, 301, 302, 401)		6,156,100	
<b>Total Revenue</b>			27,020,800
<b>Expenses and Other Disbursements</b>			
General	101	14,929,900	
Retirement Reserve	104	100,000	
Refund Program	105	205,500	
Technology Advancement	106	125,000	
Street Construction Maintenance & Repair	201	2,445,000	
Parks & Recreation	204	1,384,900	
Family Recreation Center	205	2,336,700	
Safety / Service	280	2,186,100	
			(23,713,100)
Trust / Agency Funds (206, 702 - 715) Revenue		656,000	
Trust / Agency Funds (206, 702 - 715) Expense		625,000	31,000
Other Funds (103, 202, 203, 207-267, 423-427, 470) Revenue		1,145,500	
Other Funds (103, 202, 203, 207-267, 423-427, 470) Expense		8,083,600	(6,938,100)
<b>Balance available for Debt Service, Capital Improvements, Road Program &amp; Other Costs</b>			(3,599,400)
<b>Debt Service</b>			
General Bond Retirement	301	1,220,500	
Special Assessment Bond Retirement	302	244,200	
Other Debt	304	681,700	
			(2,146,400)
<b>Balance available for Capital Improvements and Other Costs</b>			(5,745,800)
<b>Capital Improvements</b>			
Departmental & Other Items from Five Year Capital Plan	401		(896,700)
<b>Road Program</b>			
Road Program & Storm Sewer Maintenance	405	1,370,000	
Other	405	1,114,000	(2,484,000)
<b>Safety / Service borrowing</b>	280		-
<b>Municipal Property borrowing</b>	423		5,750,000
<b>Estimated Unencumbered Cash Increase (Decrease)</b>			(3,376,500)
<b>Ending RESTRICTED Unencumbered Cash Balance - Estimated</b>	all other	1,758,900	
<b>Ending UNRESTRICTED Unencumbered Cash Balance - Estimated</b>	101-106	5,318,700	
	<b>ALL</b>		7,077,600

ORIGINATOR: COUNCIL PRESIDENT BRANDT

SPONSOR: COUNCIL PRESIDENT BRANDT

**CITY OF MACEDONIA  
ORDINANCE NO. 27 - 2024**

**AN ORDINANCE**

**AMENDING SECTION 147.04 OF THE CODIFIED ORDINANCES OF THE CITY OF  
MACEDONIA RELATIVE TO PARKS AND RECREATION COMMISSION**

**WHEREAS**, the City's Parks and Recreation Commission ("Commission") has recommended a rule change so as to restrict the number of consecutive terms that can be served as chairperson of the Commission; and

**WHEREAS**, Council hereby determines that it is necessary and in the best interest of the health, safety and welfare of City residents to amend Section 147.04 of the Codified Ordinances of the City of Macedonia regarding chairperson of the Commission.

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

**Section 1.** That Section 147.04 of the Codified Ordinances of the City of Macedonia shall be amended to read as follows:

**147.04 OFFICERS.**

\*\*\*

At its first meeting in any year, the Parks and Recreation Commission shall elect a chair~~man~~person and vice-chair~~man~~person and select all other necessary officers to serve for a period extending throughout that year, and may employ such other persons as are needed. However, no member can be elected as chairperson for more than two consecutive terms. The Commission shall adopt rules and regulations for the conduct of all of the business within its jurisdiction. The Director of Parks and Recreation shall act as Commission secretary and shall be a non-voting member of the Commission. The officers, rules and employees of the Parks and Recreation Board shall continue for the Commission until changed.

\*\*\*

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

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



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

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

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

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

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

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

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

ORIGINATOR: PARKS & RECREATION

SPONSOR: Tulley

**CITY OF MACEDONIA  
ORDINANCE NO. 28 - 2024**

**AN ORDINANCE  
AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT  
WITH PRECISION CONTRACTING FOR THE “LONGWOOD PARK MULTIPUPOSE  
FIELD EXPANSION” PROJECT AT THE MACEDONIA RECREATION CENTER**

**WHEREAS**, it has already been deemed necessary and in the best interest of the health, safety and welfare of all the City and its residents to create two new multi-purpose sports fields in the City-owned Longwood Park (north end); and

**WHEREAS**, pursuant to Council authorization, the City previously advertised for bids for a contract for the creation of two new multipurpose fields in Longwood Park; and

**WHEREAS**, pursuant to law, bids were received and opened by the City in accordance with the published schedule, and the Director of Parks and Recreation has reviewed said bids and recommended that the bid received from Precision Contracting be accepted as the lowest and best bid; and

**WHEREAS**, it is found and determined that the bid of Precision Contracting is the lowest and best bid with regard to the Longwood Park Multipurpose Field Expansion project, and Council therefore wishes to authorize the Mayor to enter into a contract with Precision Contracting for such expansion and renovation 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 Precision Contracting as the lowest and best bid in regard to the Longwood Park Multipurpose Field Expansion, and to enter into a contract with Precision Contracting, to include reconstruction of the fields and drainage, installation of top soil, requisite grading, and installation of seed and fertilizer to grow the new fields, as set forth in the documents attached hereto and incorporated by reference as Exhibit “A” to accomplish the same.

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

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

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

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

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

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

Nicholas Molnar

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

Jon Hoover, Clerk of Council

**City of Macedonia  
Parks and Recreation Department  
Multipurpose Field Project 2**

<b>Company</b>	<b>Representatives Name</b>	<b>Met Requirements</b>	<b>All Documents</b>	<b>Similar Experience</b>	<b>Bid Amount</b>
Vizmeg	Tim	Yes		yes	\$178,100
L Caticchio & Sons	no rep	Yes		yes	\$84,275
<b>Percision Contracting</b>	<b>Brian</b>	<b>yes</b>		<b>Yes</b>	<b>\$105,000</b>
T-Trim Landscaping Inc	Stephanie			Yes	\$75,000

<b>Budget is \$90,000 Field Capital Budget \$15,000 Improvement Items to cover</b>	<b>Rate, meets or doesn't meet needs, 1 for meets, 0 for doesn't</b>				
	<b>Vizmeg</b>	<b>L Caticchio</b>	<b>Percision</b>	<b>T-Trim</b>	
Draining	1	0	1	1	0
Swails	1	0	1	1	0
Grading	1	0	1	1	0
Top spoil	1	0	1	1	0
Seed blend	1	1	1	1	1
Timeframe	1	0	1	1	0.5
Cost	0	1	0	0	1

City of Macedonia  
Macedonia Recreation Department Multipurpose Field Project

---

**BID FORM**

For: Macedonia Recreation Department Multipurpose Field Project, 1494 East Aurora Rd., Macedonia, Oh 44056 The undersigned (Bidder) acknowledges having read, examined, understands requirements of the site and conditions affecting the construction of the said project, the undersigned hereby proposes to furnish all material and perform all labor as specified and described in the Specifications, Drawings, Addenda(s) and Contract Documents for the following sums.

BIDDER: Precision Contracting Inc \_\_\_\_\_

**1.) BID PACKAGE - Multipurpose Field Material PROPOSED** \_\_\_\_\_  
**TOTAL LABOR AND MATERIALS, FOR THE SUM OF \$**105000 \_\_\_\_\_

**SUM IN WORDS:** one hundred five thousand dollars and zero cents  
\_\_\_\_\_

.....

**Change Orders** not covered by base bid.

Provide Labor cost to reflect the cost per hour for the Division the Bidder is providing to complete additional work if required. Follow any and all prevailing wage requirements.

Laborer \$ 35 per hour

Foreman \$ 38 per hour

Journeyman \$ 41 per hour

The undersigned (Bidder) having read and examined the Addenda(s), reviewed the project site and conditions.

Addenda Number

Dated

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Time of Completion**

The Bidder has read, examined, reviewed project site, Specifications, Drawings, Contract Documents and understands the completion and occupancy of this project is critical and all efforts shall be made to complete all scope of work by completion date.

Each bid shall contain the following information. If the bidder is a Corporation, Partnership, or Sole Proprietorship, an officer, partner or principal of the Bidder, as applicable, print or type the legal name of the Bidder on the line provided and **sign the BID FORM.**

BIDDER'S NAME: Brian King

Authorized Signature: 

Print Name: Brian King

Title: Owner

Company Name: Precision Contracting Inc

Mailing Address: 9234 Page Rd

Streetsboro OH 44241

Phone Number: 330-687-7186

Fax Number: 330-657-8607

When & Where Incorporated: 11/20/24

Federal ID Number: 61-2124820

Contact person for contract processing: Brian King

Date: 03/27/24

ANY QUALIFICATIONS TO BID MATERIALS, TIMEFRAME OF COMPLETION:  
Start date: Sept 01, 2024  
End date: Sept 15th, 2024

# **Precision Contracting Inc.**

**Engineering Department**

**9234 Page Rd. Streetsboro OH,44241  
(330)687-7186 office (330)657-8607 fax**

---

**Macedonia Recreation Department Multipurpose Field Project**



## **2024 Macedonia Recreation Department Multipurpose Field Project**

### **Prices to include**

After assessing the 3 field areas the following determinations have been made.

**Dimensions-** All 3 field area have substantial room to accomodate the desired 360' x 150' dimensions. Field areas are well within the existing swales.

**Grade of Fields-** The grades of the 3 field areas are within inches of the desired grade, slope, and crown at 1.5% slope to allow proper drainage but will need to be laser graded to make adjustments. Each of the fields were surveyed with a transit. The field need existing grass to be removed to properly grade the field to proper specifications.

**Swale between fields-** all 1197ft of swales measured have some high spots prohibiting water flow. The swales will need some touch up grading to allow the water to flow without obstruction. These areas will need reseeded with straw netting overlay. There are 2 culvert pipes in the swales that need to be replaced with new pipe and asphalt grindings. Some fill dirt needs to be added around the catch basin to allow water to drain properly.

**Topsoil-** Each field of 360ft x 150ft will require 324 yards of topsoil to achive 2in depth for optimal seed germination and growth during dry periods. Topsoil is a mix of organic matter and a small amount of sand for drainage. Topsoil is spread with a track skid steer. Laser leveled after spread. Topsoil is dumped on the hard roadway surface driveway adjacent to the fields. Once all topsoil is moved and field are done traffic area is raked seeded and straw added with starter fertilizer.

Soil is conducive to the area and adaptable to the existing grounds.

**Seeding-** The field area are Seeded, Strawed, and Starter Fertilizer added. Hydroseed is a option if requested. Seed is a blend of Fescue, Ryegrass and Kentucky Blue Grass 5lbs per 1000 sq/ft. Starter fertilizer is 18-24-12 1lb per 100 sq ft. Fall is the best time for seeding new lawns without irrigation.

Material is adaptive to cool season climate consistent with Fall and Spring time in the area.

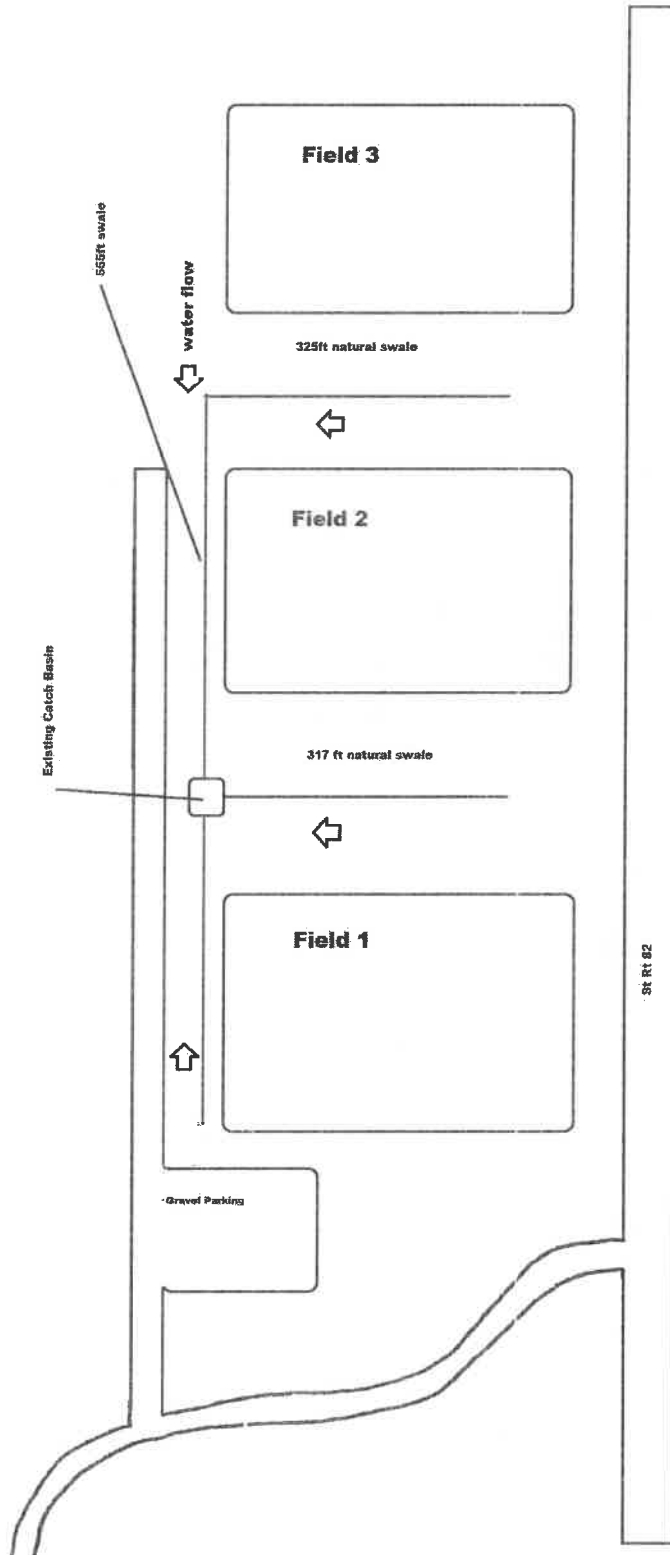
Fertilizer is formulated for starting a new turf area. Fertilizer promotes new seedling growth with healthy roots and shoots.

At the end of completion, a packet of maintenance care, warranties and contact list for repairs or corrections is given.

All materials installed above will have a 1 year warranty on labor installation from the date of completion.

Precision Contracting Inc.  
9234 Page Rd.  
Streetsboro OH 44241  
(330) 687-7186

Multipurpose Fields at Longwood Park North



**BID GUARANTY AND  
CONTRACT BOND**

(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Precision Contracting Inc 9234 Page Road, Streetsboro, OH 44241  
(Name and Address)

as Principal and Capitol Indemnity Corporation  
(Name of Surety)

as Surety, are hereby held and firmly bound unto City of Macedonia

\_\_\_\_\_ as Obligee in the penal sum of the dollar amount of

the bid submitted by the Principal to the Obligee on March 28, 2024 to undertake the project known as:

New multipurpose field Project

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_ dollars (\_\_\_\_\_). (If the above line is not filled in, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referenced project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully do and perform each and every condition of such contract; and indemnify the Oblige against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim; as well as for the Oblige herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omission, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this 26 day of March, 2024.

PRINCIPAL:

Precision Contracting Inc

By: Brian King Brian King

Title: owner

SURETY:

Capitol Indemnity Corporation

By: Mary E. Brenner-Miller  
Mary E. Brenner-Miller Attorney-in-Fact

SURETY COMPANY ADDRESS:

P.O. Box 5900  
Street

Madison, WI 53705  
City State Zip

608-829-4200  
Telephone

SURETY AGENT'S ADDRESS:

Brunswick Companies  
Agency Name

5309 Transportation Blvd  
Street

Cleveland, OH 44125  
City State Zip

900-686-8080  
Telephone

NOTE: Failure by any party to sign Bid Guaranty and Contract Bond shall result in rejection of bid.

**CAPITOL INDEMNITY CORPORATION  
POWER OF ATTORNEY**

CIC1949639

Bond Number

**KNOW ALL MEN BY THESE PRESENTS**, That the **CAPITOL INDEMNITY CORPORATION**, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

----- MARK LEVINSON; RUTH M. PELL; TODD A. STEIN; KELLEY J. WISOR; MARY E. BRENNER-MILLER -----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00 -----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **CAPITOL INDEMNITY CORPORATION** at a meeting duly called and held on the 15th day of May, 2002.

“**RESOLVED**, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any time.”

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

**IN WITNESS WHEREOF**, the **CAPITOL INDEMNITY CORPORATION** has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Ryan J. Byrnes  
Senior Vice President,  
Chief Financial Officer and Treasurer

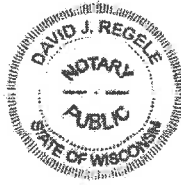
  
Suzanne M. Broadbent  
Assistant Secretary

**CAPITOL INDEMNITY CORPORATION**

John L. Sennott, Jr.  
Chief Executive Officer and President

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of **CAPITOL INDEMNITY CORPORATION**, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in **CAPITOL INDEMNITY CORPORATION**, a Wisconsin Corporation, authorized to make this certificate, **DO HEREBY CERTIFY** that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 26 day of March 20 24



Andrew B. Diaz-Matos  
Senior Vice President, General Counsel and Secretary

Office of Risk Assessment  
50 West Town Street  
Third Floor - Suite 300  
Columbus, Ohio 43215  
(614)644-2658  
Fax(614)644-3256  
www.insurance.ohio.gov

## Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

### Certificate of Compliance



Issued 03/22/2023

Effective 04/02/2023

Expires 04/01/2024

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

#### CAPITOL INDEMNITY CORPORATION

of Wisconsin is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

##### Section 3929.01 (A)

Accident & Health	Nonrenew- Stated Reasons (A&H)
Allied Lines	Other
Boiler & Machinery	Other Accident only
Burglary & Theft	Other Liability
Collectively Renewable A & H	Surety
Commercial Auto - Liability	
Commercial Auto - No Fault	
Commercial Auto - Physical Damage	
Fidelity	
Fire	
Glass	
Group Accident & Health	
Guaranteed Renewable A & H	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	
Noncancellable A & H	

CAPITOL INDEMNITY CORPORATION certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of \$714,523,665, liabilities in the amount of \$527,298,321, and surplus of at least \$187,225,344.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Handwritten signature of Judith L. French in black ink.

Judith French, Director



**CAPITOL INDEMNITY CORPORATION**  
**BALANCE SHEET**  
December 31, 2022

**Admitted Assets**

Cash and invested assets:	
Bonds	\$ 159,277,074
Common stocks	88,488,066
Cash, cash equivalents and short-term investments	552,120,200
Receivables for securities	1,549
Total cash and invested assets	<u>799,886,889</u>
Investment income due and accrued	1,049,435
Uncollected premiums and agents' balances in course of collection	(17,342,707)
Deferred premiums, agents' balances and installments booked but deferred and not yet due	4,562,781
Amounts recoverable from reinsurers	7,194,246
Other amounts receivable under reinsurance contracts	234,742
Current federal and foreign income tax recoverable and interest thereon	13,235,508
Net deferred tax asset	3,983,005
Electronic data processing equipment and software	786,527
Receivables from parent, subsidiaries and affiliates	445,608
Other admitted assets	487,631
Total admitted assets	<u>\$ 714,523,665</u>

**Liabilities and Surplus as Regards Policyholders**

Liabilities:	
Losses	\$ 199,396,837
Reinsurance payable on paid losses and loss adjustment expenses	313,114,222
Loss adjustment expenses	35,878,768
Commissions payable, contingent commissions and other similar charges	655,318
Other expenses (excluding taxes, licenses and fees)	13,382,148
Taxes, licenses and fees (excluding federal and foreign income taxes)	419,338
Unearned premiums	161,874,319
Advance premium	8,596
Ceded reinsurance premiums payable (net of ceding commissions)	69,932,486
Amounts withheld or retained by company for account of others	1,085,423
Provision for reinsurance	1,906,000
Payable to parent, subsidiaries and affiliates	1,097,882
Payable for securities	14,469
Other liabilities	712,715
Total liabilities	<u>527,298,321</u>
Surplus as regards policyholders:	
Common capital stock	4,201,416
Gross paid in and contributed surplus	103,923,753
Unassigned funds (surplus)	79,100,175
Surplus as regards policyholders	<u>187,225,344</u>
Total liabilities and capital and surplus	<u>\$ 714,523,665</u>

I, Adam L. Sills, CEO and President of Capitol Indemnity Corporation do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true statutory Statement of Admitted Assets and Liabilities, Capital and Surplus of the Operation at December 31, 2022, prepared in conformity with the accounting practices prescribed by the Insurance Department of the State of Wisconsin. IN WITNESS WHEREOF, I have set my hand and affixed the seal of the Corporation at Middleton, Wisconsin.



Adam L. Sills  
CEO & President



ORIGINATOR: PARKS & RECREATION

SPONSOR: Finley

**CITY OF MACEDONIA  
ORDINANCE NO. 29 - 2024**

**AN ORDINANCE  
AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT  
WITH INNOVATIVE SPORT SURFACING FOR THE “POOL DECK  
REPLACEMENT” PROJECT AT THE MACEDONIA RECREATION CENTER**

**WHEREAS**, it has already been deemed necessary and in the best interest of the health, safety and welfare of all the City and its residents to replace the pool deck at the City of Macedonia Recreation Center; and

**WHEREAS**, pursuant to Council authorization, the City previously advertised for bids for a contract for The replacement of the pool deck at the City’s Recreation Center; and

**WHEREAS**, pursuant to law, bids were received and opened by the City in accordance with the published schedule, and the Director of Parks and Recreation has reviewed said bids and recommended that the bid received from Innovative Sport Surfacing be accepted as the lowest and best bid; and

**WHEREAS**, it is found and determined that the bid of Innovative Sport Surfacing is the lowest and best bid with regard to the Pool Deck Replacement project, and Council therefore wishes to authorize the Mayor to enter into a contract with Innovative Sport Surfacing for such replacement and renovation 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 Innovative Sport Surfacing as the lowest and best bid in regard to the Pool Deck Replacement project, and to enter into a contract with Innovative Sport Surfacing, to include requisite demolition, repair to damaged concrete areas, preparation of underlayment surface, and the pouring of a new rubberized surface with the additional of deck markings for required pool safety signage, as set forth in the documents attached hereto and incorporated by reference as Exhibit “A” to accomplish the same.

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

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



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

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

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

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

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

EXHIBIT "A"

City of Macedonia  
Parks and Recreation Department  
Pool Deck

Company	Representatives Name	Met Requirements	All Documents	Similar Experience	Bid Amount A	Bid Amount B
Catts Construction	Andy		yes		\$547,940.93	
Daniel A Terreri & Sons	Not present		yes	yes	\$365,880	
Vulcan	not present			yes	\$160,000	
Innovative Sport Surfacing	Darlene				\$173,500	

Budget \$150,000 Pool Deck Capital		Rate, meets or doesn't meet needs, 1 for meets, 0 for doesn't			
Budget \$25,000 Mac Reno Capital		Catts	Terreri & Sons	Vulcan	Innovative
Items to cover					
surface type		Rubber	Ceramic	Rubber	Rubber
demo/no demo		demo	demo	No Demo	Demo for spots
repair concrete		yes	yes	yes some	yes
aquatic endurance		yes	yes	Yes	Yes
timeframe		54 days	8 weeks	1 Week	10-14 days
Maintenance		H2O 3 yr reseal		Power wash	Power wash
Price		over	over	over/can meet	over/can meet
Repair options		yes	yes	Yes	Yes
safety		Impact Absorb	Hard	Impact Absorb	Impact Absorb
Non-Slip		Yes	yes	Yes	Yes
Anti fungal - Bacteria		Yes	N.A.	Yes	Yes
Warranty		5-7 yrs	25 tile 1 yr labor	10 Year	10 Year
Life		25	25		25

# ESTIMATE

Innovative Sport Surfacing, Ohio  
13477 Prospect Rd Ste 104B  
Strongsville, OH 44149

ohio@innovativesportsurfacing.com  
+1 (440) 656-2238  
https://innovativesportsurfacing.com/ohio/



## Macedonia Parks and Recreation Dept.

### Bill to

Macedonia Parks and Recreation Dept.  
1494 East Aurora Rd.  
Macedonia, OHIO 44056

### Ship to

Macedonia Parks and Recreation Dept.  
1494 East Aurora Rd.  
Macedonia, OHIO 44056

### Estimate details

Estimate no.: 1026  
Estimate date: 03/27/2024  
Expiration date: 06/27/2024

#	Date	Product or service	Qty	Rate	Amount
1.		<b>.5" PIP Cap layer</b> .5" Poured-in-place rubber surfacing  10,000sf Polylast with Microban poured-in-place rubber (PIP) Chlorine Resistant Aliphatic binder 100% color (TBD by client)  1.Prepare existing surface 2.Prime surface with Aliphatic binder. 3.Install .5" wear layer of cap Polylast with Microban (poured-in-place rubber)  ALL INCLUSIVE. INCLUDES FREIGHT, LABOR, AND MATERIALS.  10 YEAR POLYLAST WARRANTY	10000	\$16.00	\$160,000.00
2.		<b>.5" PIP Cap layer</b> .5" Poured-in-place rubber surfacing 6" vertical PIP baseboard  900sf poured-in-place rubber Polylast with Microban (PIP) Chlorine Resistant Aliphatic binder with HTR Gel for Vertical application. 100% color (TBD by client)  1. Prepare existing surface 2. Prime surface with Aliphatic Binder 3. Install .5" wear layer of cap Polylast with Microban (poured-in-place rubber)  ALL INCLUSIVE. INCLUDES FREIGHT, LABOR, AND MATERIALS.  10 YEAR POLYLAST WARRANTY	900	\$15.00	\$13,500.00

**Note to customer**

60% deposit on all surfacing items and payments in full for all playground equipment orders.  
Payment terms: Material Deposit balance due upon completion (5% per day late fee of project total applied after 3 business days of completion if not paid)  
3% fee for credit card payments

**Total**

**\$173,500.00**

Expiry  
date

06/27/2024

**BID FORM**

For: Macedonia Recreation Department Pool Deck Project, 1494 East Aurora Rd., Macedonia, Oh 44056 The undersigned (Bidder) acknowledges having read, examined, understands requirements of the site and conditions affecting the construction of the said project, the undersigned hereby proposes to furnish all material and perform all labor as specified and described in the Specifications, Drawings, Addenda(s) and Contract Documents for the following sums.

BIDDER: Innovative Sport Surfacing, LLC

1.) BID PACKAGE - Pool Deck Material PROPOSED EPDM Poured-In-Place rubber TOTAL  
LABOR AND MATERIALS, FOR THE SUM OF \$ 173,500

**SUM IN WORDS:** ONE HUNDRED SEVENTY THREE THOUSAND FIVE HUNDRED DOLLARS

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**Change Orders** not covered by base bid.

Provide Labor cost to reflect the cost per hour for the Division the Bidder is providing to complete additional work if required. Follow any and all prevailing wage requirements.

Laborer \$ 45.77 per hour

Foreman \$ 52.05 per hour

Journeyman \$ 52.05 per hour

The undersigned (Bidder) having read and examined the Addenda(s), reviewed the project site and conditions.

Addenda Number

Dated

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Time of Completion**

The Bidder has read, examined, reviewed project site, Specifications, Drawings, Contract Documents and understands the completion and occupancy of this project is critical and all efforts shall be made to complete all scope of work by completion date.

Each bid shall contain the following information. If the bidder is a Corporation, Partnership, or Sole Proprietorship, an officer, partner or principal of the Bidder, as applicable, print or type the legal name of the Bidder on the line provided and **sign the BID FORM.**

BIDDER'S NAME: Innovative Sport Surfacing, LLC

Authorized Signature: *Kristen Rossi*

Print Name: Kristen Rossi

Title: President

Company Name: Innovative Sport Surfacing

Mailing Address: 8425 Station St. Mentor Ohio 44060

\_\_\_\_\_

Phone Number: 440-653-3805

Fax Number: 440-205-0876

When & Where Incorporated: February 2020 Mentor, Ohio

Federal ID Number: 84 - 4844137

Contact person for contract processing: Darlene Sarkis

Date: March 27, 2024

ANY QUALIFICATIONS TO BID MATERIALS, TIMEFRAME OF COMPLETION:  
TIME FRAME OF COMPLETION 10-14 DAYS.

**BID GUARANTY AND CONTRACT BOND**

Bond Number: 4361687

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned \_\_\_\_\_  
Innovative Sport Surfacing, LLC as Principal, and  
Great American Insurance Company as Sureties, are hereby held and firmly bound unto the

CITY OF MACEDONIA

as Obligee in the penal sum of the dollar amount of the Bid submitted by the Principal to the Obligee on the 28th day of March, 2024 to undertake the Project known as:  
Pool deck rubber surfacing bid 2024 Macedonia recreation center

The penal sum referred to herein shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_). (If the foregoing blank is not filled in, the penal sum will be the amount of the Principal's Bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the Bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above name Principal has submitted a Bid for POOL DECK RUBBER SURFACING  
MACEDONIA RECREATION CENTER  
for the City of Macedonia, Ohio;

NOW THEREFORE, if the Obligee accepts the Bid of the Principal and the Principal fails to enter into a proper Contract in accordance with the Bid and the other contract documents; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the Bid and such larger amount for which the Obligee may in good faith Contract with the next lowest bidder to perform the work covered by the Bid; or in the event the Obligee does not award the Contract to the next lowest bidder and resubmits the Project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the Bid, or the costs, in connection with the resubmission of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the Bid of the Principal and the Principal within ten days after the awarding of the Contract enters into a proper Contract in accordance with the Bid and the other contract documents, which said Contract is made a part of this Bond the same as though set forth herein;

NOW ALSO, if the said Principal shall well and faithfully do and perform the things agreed by said Principal to be done and performed according to the terms of said Contract; and shall pay all lawful claims of Subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed



that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said Contract or in or to the Drawings or Specifications therefor shall in any wise affect the obligations of said Surety on its Bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this

28th day of March, 2024.

Innovative Sport Surfacing, LLC Principal

By 

Great American Insurance Company Surety

By   
John D. Weisbrot, Attorney-In-Fact  
Address 301 E. 4th Street, Cincinnati, OH 45202  
Phone No. 513.369.5000



(SEAL)

**IMPORTANT -** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.



### Product Description

Aliphatic Binder 8000 is a chlorine-resistant aliphatic isocyanate, single component, moisture cure binder for mixing with rubber, SBR, EPDM, TPV and pebble materials. It is designed for swimming pool areas and water park applications.

### Features

- Cold Temperature Flexibility
- Excellent strength and elongation
- Good Freeze-Thaw Flexibility
- Non-Yellowing
- Outstanding working time
- Resilience
- With enhanced UV stabilizers

### Color

Clear

### Packaging

5-gallon pail (18.9 liters), net 45 lbs (20.4 kgs)

55-gallon drum (189 liters), net 450 lbs (204 kgs)

250-gallon tote (946 liters), net fill 2250 lbs (1022 kgs)

### Installation

The surface to be coated should be dry and free of oil and debris. It can be applied with roller, or spray. Cure time is dependent on humidity and temperature. High temperature and/or high humidity will cure faster than low temperature and/or low humidity.

### TECHNICAL DATA

<b>Appearance</b>	Clear
<b>NCO Content</b>	8.5 ± 0.1%
<b>Tensile Strength, ASTM D-412</b>	3000 ± 200 psi (27.6 ± 2.0 MPa)
<b>Elongation, ASTM D-412</b>	200 ± 25 %
<b>Tear Resistance, Die C, ASTM D-624</b>	250 ± 25 pli (78.8 ± 3.7 kN/m)
<b>Viscosity</b>	4850 ± 500 cps
<b>VOC Content</b>	0 g/l
<b>Hardness</b>	80 ± 2 A
<b>Shelf Life / Storage</b>	12 months

### Storage

Aliphatic Binder 8000 has a shelf life of twelve (12) months from date of manufacture, in factory-sealed containers. Once a container has been opened, care should be taken to exclude moisture. Best temperature for storage is 75-95°F (25-35°C). If stored at higher temperatures, or if moisture is not excluded, shelf-life is reduced.

### Safety

Wear protective equipment. Avoid contact with eyes and skin. Safety Data Sheets (SDS) are available from Polycoat Products. SDS are furnished to customers to provide handling and disposal information.

### Warning

This product contains isocyanates.

**Limited Warranty:** Please read all information in the General Guidelines, Technical Data Sheets, Guide Specifications and Safety Data Sheets (SDS) before applying material. These products are for professional use only and preferably applied by professionals who have prior experience with the Polycoat Products materials or have undergone training in application of Polycoat Products materials. Published technical data and instructions are subject to change without notice. Contact your local Polycoat Products representative or visit our website for current technical data, instructions, and project specific recommendations.

Polycoat Products warrants its products to be free of manufacturing defects and that they will meet Polycoat Products' current published physical properties. Seller's and manufacturer's sole responsibility shall be to replace that portion of the product which proves to be defective. There are no other warranties by Polycoat Products of any nature whatsoever expressed or implied, including any warranty of merchantability or fitness for a particular purpose in connection with this product. Polycoat Products shall not be liable for damages of any sort, including remote or consequential damages resulting from any claimed breach of any warranty whether expressed or implied. Polycoat Products shall not be responsible for use of this product in a manner to infringe on any patent held by others. In addition, no warranty or guarantee is being issued with respect to appearance, color, fading, chalking, staining, shrinkage, peeling, normal wear and tear or improper application by the applicator. Damage caused by abuse, neglect and lack of proper maintenance, acts of nature and/or physical movement of the substrate or structural defects are also excluded from the limited warranty. Polycoat Products reserves the right to conduct performance tests on any material claimed to be defective prior to any repairs by owner, general contractor, or applicator.

**Disclaimer:** All guidelines, recommendations, statements, and technical data contained herein are based on information and tests we believe to be reliable and correct, but accuracy and completeness of said tests are not guaranteed and are not to be construed as a warranty, either expressed or implied. It is the user's responsibility to satisfy himself, by his own information and test, to determine suitability of the product for his own intended use, application and job situation and user assumes all risk and liability resulting from his use of the product. We do not suggest or guarantee that any hazard listed herein are the only ones which may exist. Neither seller nor manufacturer shall be liable to the buyer or any third person for any injury, loss or damage directly or indirectly resulting from use of, or inability to use, the product. Recommendations or statements, whether in writing or oral, other than those contained herein shall not be binding upon the manufacturer, unless in writing and signed by a corporate officer of the manufacturer. Technical and application information is provided for the purpose of establishing a general profile of the material and proper application procedures. Test performance results were obtained in a controlled environment and Polycoat Products makes no claim that these tests or any other tests accurately represent all environments. Polycoat Products is not responsible for typographical errors.

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**Shamrock Green**  
5300A



**Cobalt Blue**  
5301A



**Inferno Red**  
5302A



**Sandstone Beige**  
5303A



**Pewter Grey**  
5304A



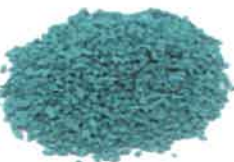
**Ash Grey**  
5305A



**Chestnut Brown**  
5306A



**Jet Black**  
5307A



**Agave Teal**  
5308A



**Plum Purple**  
5309A



**Ivy Green**  
5310A



**Cherry Red**  
5311A



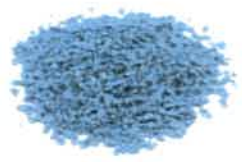
**Honey Gold**  
5312A



**Raspberry Pink**  
5313A



**Canary Yellow**  
5314A



**Sky Blue**  
5315A



**Citrus Orange**  
5316A



**Lime Green**  
5317A



**Sapphire Blue**  
5318A



**Scarlet Red**  
5319A



**Lilac Purple**  
5320A



**Charcoal Grey**  
5321A



**Pampus Ivory**  
5322A



**Aquamarine**  
5323A

# **POLYLAST™**

**BEST UNDER HOOF & FOOT**  
with Microban® Antimicrobial Technology

## **Information Kit**

**2017**

*Multi-Purpose Facilities \* Agricultural and Equine Centers \* Fairgrounds \* Universities \* Architects  
Government Municipalities \* Roadway Repair \* Veterinary Clinics \* Horse Trailers \* Dog Kennels \* Farms  
Stables \* Barns \* Stalls \* Wash Racks \* Tack Rooms \* Pool Decks \* Patios \* Aquacisers \* Hot Walkers  
Farrier Pads \* Show Pigs \* Cattle Chutes \* Dairy Cows \* Boat Decks \* Docks \* Show Cattle \* Sports  
Arenas \* Livestock Scales \* Locker Rooms \* Golf Courses \* Spas \* Fitness Rooms \* Paddocks*



MULTI-PURPOSE RECYCLED RUBBERIZED FLOORING





- **Cover Letter**
- **References**
- **Microban® Antimicrobial**
- **Manufacturer's 10-Year Warranty**
- **Care and Maintenance**
- **Beware of Imitators**
- **Product Specification Sheet**
- **Non-Competitive / Sole Source**
- **Cal Prop 65**
- **Possible LEED® Contributions**



MULTI-PURPOSE RECYCLED RUBBERIZED FLOORING



## **Cover Letter**



Greetings,

Thank you for considering Polylast Systems to provide a non-slip, durable, easy-to-clean, Microban® Antimicrobial surface, where you'll know you have the "**best under hoof and foot**" guaranteed!

Polylast Systems was founded on the guiding principles of comfort, safety and enhanced performance for horses. The product was originally designed for livestock use, so you can be assured that its durability has been tested and proven. After many years of research and development, we now provide surface solutions for boats, pool decking, dog kennels, kitchens, roadway repair, golf course bunker management, and much more.

Polylast SurfaceGuard™ with Microban® Antimicrobial is guaranteed to inhibit the growth of damaging microorganisms, while fighting the proliferation of pathogens. Polylast surfaces help prevent bacteria, mold and mildew, while reducing odors and stains, as well as help keep surfaces cleaner longer between washings.

We take seriously the opportunity and responsibility of protecting humans and animals from dangerous slips-and-falls, and reducing the damaging effects of pathogens that we can all encounter daily.

For more information please visit [www.PolylastSystems.com](http://www.PolylastSystems.com) or you can contact me at the number below.

Thank you,

A handwritten signature in black ink, appearing to read "Scott B. Gibson".

Scott B. Gibson  
Director of Business Development  
Polylast Systems, LLC  
480.998.3033  
[scott@polylastsystems.com](mailto:scott@polylastsystems.com)

## References





## References

Martha and R.E. Josey  
**Josey Ranch**  
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Karnack, TX 75664  
903.935.5358  
[joseyranchtonymc@hotmail.com](mailto:joseyranchtonymc@hotmail.com)

Al Dunning  
**Almosta Ranch**  
45-Time World Champion  
27411 N. 160<sup>th</sup> St.  
Scottsdale, AZ 85262  
480.471.4600  
[al@aldunning.com](mailto:al@aldunning.com)

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General Manager  
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480.312.6802  
[bdygert@scottsdaleaz.gov](mailto:bdygert@scottsdaleaz.gov)

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93 21<sup>st</sup> St. E  
Dickinson, ND 58601  
701.483.0240  
[westdakotavet@gmail.com](mailto:westdakotavet@gmail.com)



## **Some Notable Installations:**

**Georgia International Horse Park, Conyers, GA**

**NYPD Mounted Police Unit, New York, NY**

**Purdue University, West Lafayette, IN**

**University of Oklahoma, Norman, OK**

**Colorado State University, Ft. Collins, CO**

**USDA, National Animal Disease Center, Ames, IA**

**WestWorld, City of Scottsdale, Scottsdale, AZ**

**Al Dunning, Almosta Ranch, Scottsdale, AZ**

**Rae Dawn Arabians, Scottsdale, AZ**

**Martha and R.E. Josey, Josey Ranch, Karnack, TX**

**Arkansas Razorbacks, The TUSK Trailer, Fayetteville, AR**

**Carolina Ranch Animal Hospital and Resort, Garner, NC**

**The Desert Belle Cruise Ship, Saguaro Lake, AZ**

**The Phoenix Cruise Ship, Lake Pleasant, AZ**

**Desert Highlands County Club, Scottsdale, AZ**

**Canterbury Stables, Cazenovia, NY**

**Tamarack Ranch, Joseph, OR**

**Desert Pines Equine Center, Las Vegas, NV**

**West Dakota Veterinary Clinic, Dickinson, ND**

**MiMA Building, Dog City, Manhattan, NY**

**Alta Genetics, Inc., Watertown, WI**

**Saint Lucie County Fairgrounds, Fort Pierce, FL**

**Silver Spurs Equine, Scottsdale, AZ**

**Smart Sports Health Club, Cheyenne, WY**

**Riviera Country Club, Pacific Palisades, CA**

## **Microban® Antimicrobial**

**How do products with Microban® antimicrobial protection work?**

Microban® protection inhibits the growth of damaging microorganisms. When microbes come in contact with a Polylast Systems surface, Microban® protection penetrates the cell wall of the microorganism and disrupts cell functions making the microorganism unable to function, grow and reproduce.

**What benefit do I get from products with Microban® antimicrobial protection?**

In addition to Microban® protection continuously fighting the growth of damaging microorganisms, bacteria, mold and mildew, Microban® helps reduce odors and stains while making Polylast Systems surfaces easier to clean, and keeps them cleaner longer between washings.

**How do I know that Microban® antimicrobial product protection is safe?**

Microban® is the global leader in antimicrobial technology and has undergone extensive independent laboratory testing and has a long history of safe use. Microban® is registered with the EPA for all applications in which it is used, including all Polylast Systems surfaces. Microban® additives can be found in leading consumer and industrial products around the world.

**Does Microban® protection begin working immediately?**

Microban® protection begins to work as soon as the microorganism comes into contact with the product surface. It then works continuously to maintain a consistently lower bio-burden than would be expected on a product without Microban® antimicrobial protection. Under the right conditions, microbes on an unprotected surface can double in number every 20 minutes!

**How long does Microban® antimicrobial protection work?**

Microban® protection is built-in during the Polylast Systems manufacturing process and will not wash off or wear away over time. Microban® protection is engineered to provide continuous antimicrobial product protection for the useful lifetime of Polylast Systems products.

**Below are actual photographs taken of Polylast SurfaceGuard™ with Microban®, where the samples have been inoculated with bacteria. The sample on the LEFT is UNPROTECTED and shows contamination. The sample on the RIGHT is PROTECTED and shows virtually no growth on, or around, the sample.**



---FOR IMMEDIATE RELEASE---

**Polylast Systems, LLC announces new  
flooring with Microban® Antimicrobial Technology.**

**Scottsdale, AZ – August 1, 2015**, Scottsdale-based, Polylast Systems recently announced, that it has partnered with Microban®, the nation's leading antimicrobial technology company, to create an antimicrobial solution for its flooring systems. Polylast manufactures a seamless, 100% recycled rubber flooring that provides safety and comfort for horses, cattle, dogs, and yes, even humans. Now added to that flooring system is, Microban®, an antimicrobial technology that is infused into, and throughout, the patented Polylast system during the manufacturing and installation process, to help prevent the growth of damaging organisms that can cause additional odor and stains. The antimicrobial attributes reduces odors and makes cleaning and maintenance of the infused surfaces easier.

Founder, Pete Laurence, said "Polylast was founded on the guiding principles of comfort, safety and enhanced performance for horses, and now add to that, the 'game-changing' benefits of tested and proven antimicrobial protection, and we anticipate changing the way equine flooring is regarded in the industry." He continued with, "All surfaces for animal and human contact installed by Polylast, as of August 1<sup>st</sup>, 2015, will have the Microban® antimicrobial technology."

"It took four years, many hours of research and development, and a large group of talented people to make this happen," said Scott Gibson, Director of Business Development. He continued, "I have never been a part of something this exciting, or with as much potential to help so many..."

In addition to livestock and pet surfacing systems, the company provides flooring solutions for boats and marine applications, parks and playgrounds, patios and pool decking, and more, where the mold, mildew and odor resistance of Polylast will be of tremendous value.

The company's website is [www.PolylastSystems.com](http://www.PolylastSystems.com) and to learn more about how antimicrobial product protection works, visit [www.Microban.com](http://www.Microban.com).

Contact:

Scott B. Gibson,  
Director of Business Development  
Polylast Systems, LLC  
Office: 480-998-3033  
Direct: 480-284-7841  
[scott@PolylastSystems.com](mailto:scott@PolylastSystems.com)

###

## **Manufacturer's 10-Year Warranty**

**Polylast Systems, LLC**  
**Manufacturer's 10-Year Transferable Warranty**  
**Effective 1/1/2016**

Polylast Systems, LLC ("Polylast") provides the following limited warranty to the original purchaser ("Purchaser") of its product from Polylast.

Polylast warrants that its product, in its original manufactured condition, will be free from manufacturing defects prior to installation. All Polylast products are warranted against wear-through of the surface layer under normal and proper usage for the following period specified for the particular Polylast product and its intended use.

- Polylast products installed by an authorized dealer or certified installer are warranted for a period of **ten (10) years** when properly applied in any application over a hard surface of concrete, asphalt, wood, metal, or fiberglass from the date of purchase.
- If, under normal and proper use, a defect appears in a warranted product during warranty period and the buyer promptly notifies Polylast as set forth below, then Polylast will, at no charge to buyer, either replace such product free of charge (excluding labor for removal and installation) or if Polylast determines that it is unable or impracticable to repair, replace or correct such product, provide a refund or credit not to exceed the original purchase price paid.

**Notice of Claims**

To obtain performance of the limited warranty set forth herein, buyer must immediately notify Polylast of the discovery of the event giving rise to the warranty claim to: Claims Manager, Polylast Systems, LLC, 7432 E. Tierra Buena Lane # 105, Scottsdale, AZ 85260. Polylast, or its representative, must be given an opportunity to inspect and examine, at Polylast's option, the alleged defect or wear to determine, in its sole and absolute discretion, whether such defect or wear resulted from other than normal and proper use.

Notwithstanding anything to the contrary herein, no Polylast product shall be accepted under a warranty claim prior to Polylast's inspection and written approval or waiving of such inspection rights.

**Warranty Exclusions**

The warranty coverage provided under this Manufacturer's Limited Warranty shall not apply to any Polylast product with respect to:

1. Damage or wear resulting from misuse, abuse, neglect or improper handling or storage; Defects, dissatisfaction or problems caused by use, installation or maintenance not in accord with Polylast installation and maintenance instructions and guides; Color deviations from samples or printed color representations;
2. Damage or wear resulting from contact with chemicals other than those set forth in the product specifications and/or care and maintenance form;
3. Damage or wear caused by fire, earthquake, flood, lightning, hail, hurricane, tornado or other casualty or act of God;
4. Reasonable variations in shade as generally acceptable within the trade.

**Product Suitability and Installation**

Polylast shall have no responsibility for determination of the suitability of the goods for the uses and applications contemplated by buyer and/or others, and such determination shall be the sole responsibility of the buyer and/or others. Suggestions or recommendations made by Polylast or its dealers in product literature concerning uses or applications of the goods are believed to be reliable, but Polylast makes no warranty or guarantee of results to be obtained, since conditions of the use, application and installation by the buyer and others are beyond Polylast's control and will vary at each site location. Polylast's warranty is specifically for and on its products and is not in any way intended to warranty the condition, wear or deterioration on any surface or subsurface on which Polylast is applied.

**Important Notice**

*All warranties are fully transferable and follow the product, not the buyer.* If Polylast product is replaced under warranty, the replacement product will be an equivalent Polylast product, with the potential exception of color and texture, and will assume the life and terms of the new product.

**LIMITATION OF LIABILITY UNDER WARRANTY, NEGLIGENCE OR ANY OTHER CLAIM**

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GRANTED IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES (WHETHER WRITTEN, ORAL, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. BUYER'S SOLE AND EXCLUSIVE REMEDY AND POLYLAST'S SOLE OBLIGATION HEREUNDER, SHALL BE TO REPLACE, CREDIT OR REFUND AS SET FORTH ABOVE.

IN NO EVENT SHALL POLYLAST, ITS MEMBERS, EMPLOYEES, AGENTS OR AFFILITATES, BE LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM THE USE OF ANY POLYLAST PRODUCT INCLUDING ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF POLYLAST OR ANY OF ITS MEMBERS, EMPLOYEES, AGENTS OR AFFILITATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, POLYLAST'S CUMULATIVE LIABILITY TO BUYER FOR ANY AND ALL CLAIMS RELATING TO THE USE OF ANY POLYLAST PRODUCT SHALL NOT EXCEED THE TOTAL AMOUNT OF THE PURCHASE PRICE PAID TO POLYLAST FOR SUCH PRODUCT.

IN NO EVENT SHALL POLYLAST, ITS MEMBERS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR ANY COSTS OR DAMAGES CAUSED BY REASON OF ANY OCCURRENCE OR CONTINGENCY BEYOND ITS REASONALBE CONTROL, INCLUDING BUT NOT LIMITED TO, ACTS OF GOD, EARTHQUAKE, LABOR DISPUTES AND STRIKES, RIOTS AND WAR.

BUYER AND POLYLAST HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW IN CONNECTION WITH ALL CLAIMS ARISING OUT OF OR RELATED TO THIS WARRANTY, THE PRODUCTS COVERED HEREBY OR THE PERFORMANCE OF ANY PARTY HEREUNDER. THIS WARRANTY SHALL BE CONSTRUED UNDER AND GOVERNED BY THE LAWS OF THE STATE OF ARIZONA.

EXCEPTIONS:

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

WARRANTY ACCEPTED AND ACTIVATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
POLYLAST REPRESENTATIVE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address



## **Care and Maintenance**



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## CARE & MAINTENANCE

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*Follow these simple tips for cleaning and caring for your Polylast SurfaceGuard™ with Microban® Antimicrobial Surface:*

Most residential and commercial cleaners can be used on Polylast surfaces. Solvents are not to be used. Solvents are liquids that dissolve or extract other substances such as grease, oil or paint. Solvents are used to thin or mix pigments, paint, glue, pesticides or epoxy resins. Although solvents are used sometimes to clean automotive parts and tools, they should not be used to clean Polylast surfaces.

Diluted solutions of bleach, chlorine, and other cleaning agents can be used with a ratio of 50/50 is recommended. Request ASTM F925 for Chemical Resistance at 60 minutes and 24 hours.

Water and detergent is sufficient to clean Polylast routinely; occasional pressure washing should make the product look almost new. Be sure not to exceed 1300 PSI, we recommend testing a small area first as some pressure washers can damage concrete.

Wire brushes are not recommended at any time. For snow and ice removal, a shovel or snow blower can be used, just be careful around the edges of the surface. Harsh chemical-based materials are not necessary for snow and ice removal.

Your flooring was manufactured with Microban® Antimicrobial to reduce odors and stains and inhibit the growth of bacteria, mold, and mildew, so applying water liberally and allowing to air dry will not harm your floor.

Further questions regarding care and maintenance should be directed to your local Authorized Polylast Dealer, district manager, sales rep or by calling 480-998-3033.

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MULTI-PURPOSE RECYCLED RUBBERIZED FLOORING



**Beware of Imitators**



## Beware of Imitators!

**When considering surfacing, ask yourself these five (5) important questions...**

1. Does the product contain Microban® Antimicrobial?
2. Does the product come with a written 10 Year Warranty?
3. Does the product have ASTM testing results?
4. Does the product have patent number US 8,389,624 B2?
5. Does the product contribute to LEED® Credits?

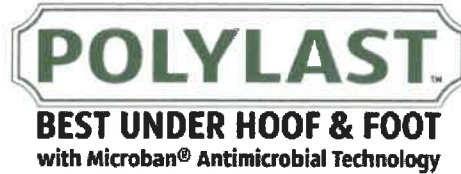
### **Why is this important?**

1. For the life of all Polyplast Systems' surfaces Microban® Antimicrobial is guaranteed to:
  - Inhibit the growth of damaging microorganisms, bacteria, mold and mildew
  - Aid in the reduction of the proliferation of pathogens on and around the surface
  - Stay cleaner longer between washings
  - Reduce bacteria causing odors and stains
2. 10-year warranty guarantees Polyplast Systems stands behind the product. It took many years of research and development to create a floor that can withstand the weight, and abuse, of livestock and heavy machinery.
3. ASTM testing has proven:
  - The product reduces livestock leg impact concussion and shock by 40 - 50%
  - The product's durability, wear, and strength
  - The product has achieved the designation "slip-resistant"
  - The product is resistant to chemicals, including gasoline and hydrochloric acid
4. Polyplast is a patented blend of primers, binders and 100% recycled rubber, made in the USA
5. Polyplast surfaces may contribute to obtaining Leed® Credits.



# **Product Specification Sheet**

**Polylast SurfaceGuard™  
with Microban® Antimicrobial**



**Product Specifications**

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**1. MANUFACTURER**

Polylast Systems, LLC  
7342 E. Tierra Buena Lane  
Scottsdale, AZ 85260  
T: (480) 998-3033  
F: (480) 998-3055  
E-mail: [info@PolylastSystems.com](mailto:info@PolylastSystems.com)  
Internet: [www.PolylastSystems.com](http://www.PolylastSystems.com)



*Microban® is a registered trademark  
of Microban Products Company.*



*Polylast Systems, LLC Patent Number  
US 8,389,624 B2 issued March 5, 2013.*

**2. PRODUCT DESCRIPTION**

Polylast SurfaceGuard™ with Microban® Antimicrobial is a 100% recycled crumb rubber surface solution that is seamless, durable, slip-resistant, easy-to-clean, and provides the necessary comfort and safety to help protect humans and animals from dangerous slip-and-falls. Polylast SurfaceGuard™ with Microban® Antimicrobial is made from a proprietary and patented process of combining US primers, binders and finishes to produce a revolutionary new surface solution for livestock, marine, restaurants, veterinarians, roadway repair, golf courses, aviation, hotels and more.

The thickness of the product will depend upon the desired surface: 3/8" or 1/2" or 3/4". The weights for each are as follows: 3/8" weighs 1.7 lbs. per square foot, 1/2" weighs 2.2 lbs. per square foot, and 3/4" weighs 3.3 lbs. per square foot. Polylast comes in 11 different colors; custom colors can be created; logos can be added into the C&S surface options; non-porous, Super Duty, options are available where required. All materials are mixed and poured-in-place, permanently affixed, flooring solutions.

**3. TECHNICAL DATA**

**I. C&S Product (Comfort and Safety)**

●ASTM D2240, Shore A - Hardness, 5 tests, 51.0 – 59.0, Average = 55.6 (±3.0)  
***The Polylast material reduces livestock leg impact concussion and shock by 40%-50%.***

●ASTM D2047, Static Coefficient of Friction  
***The Polylast material meets this standard, thus it has the designation "slip-resistant."***

<u>Test Product</u>	<u>Coefficient of Friction Values (SCOF)</u>	<u>Average (SCOF)</u>
Polylast C&S	0.75, 0.73, 0.78, 0.70, 0.75, 0.74, 0.70, 0.75, 0.72, 0.80, 0.78, 0.79	0.75

Surface must have a Static Coefficient of Friction of 0.50 or greater to be considered Slip-Resistant.

●ASTM F925, Resistance to Chemicals, 60 Minutes and 24 hours  
***Passed with no change in surface dulling, attack, or color***  
White Vinegar, Rubbing Alcohol (70%), White Mineral Oil, Sodium Hydroxide (5%), Hydrochloric Acid (5%), Sulfuric Acid (5%), Household Ammonia (5%), Household Bleach (5%), Disinfectant-phenol type (5%), Unleaded Gasoline

**TECHNICAL DATA CONT.**

**C&S Product (Comfort and Safety)**

●ASTM D3389: Abrasion Resistance, Passed with <1.00 gram weight loss

***The ability of rubber to resist surface wear caused by rubbing contact with another surface or material, i.e., horse shoes, heavy equipment, dirt, sand, traffic, tires, cloven hooves, chairs***

<u>Sample No.</u>	<u>Initial Sample Wt. (grams)</u>	<u>Wt. Loss* (grams)/1000 cycles</u>	<u>% Wt. Loss</u>
1	117.9508	.4862	0.41
2	99.5274	.4980	0.50
3	109.3599	.4964	0.45
4	108.9460	.4935	0.46
5	<u>107.6421</u>	<u>.4881</u>	<u>0.45</u>
<b>Average</b>	<b>108.6852</b>	<b>.4924</b>	<b>0.45</b>

\*H-18 Wheels, 1000 gram load/wheel

**II. KCK Product (Kitchen, Clinic, Kennel)**

●ASTM D3389, Abrasion Resistance, Average = 0.417 ±0.023

***Passed with < 1.00 gram weight loss***

●ASTM F925, Resistance to Chemicals

***Passed with no change in surface dulling, attack, or color***

5% Acetic Acid, 70% Isopropyl Alcohol, Mineral Oil, 5% NaOH Solution (Sodium Hydroxide), 5% HCl Solution (Hydrochloric Acid), Household Ammonia, Household Bleach, Lysol Disinfectant, Unleaded Gasoline

●ASTM D2047, Static Coefficient of Friction

***The Polylast material meets this standard, thus it has the designation "slip-resistant."***

<u>Test Product</u>	<u>Coefficient of Friction Values (SCOF)</u>	<u>Average (SCOF)</u>
Polylast KCK	1.0, .98, 1.0, 1.0, 1.0, .99, .99, .98, 1.0, 1.0, 1.0, 1.0	1.0

Surface must have a Static Coefficient of Friction of 0.50 or greater to be considered Slip-Resistant

●ASTM F970, Static Load Testing at 250 psi

***The Polylast material meets this standard***

<u>Test Product</u>	<u>Indentation After 24 Hour Recovery (inches)</u>	<u>Average (inches)</u>		
	<u>Sample Number</u>			
	<u>1</u>	<u>2</u>	<u>3</u>	
Polylast KCK	.000	.000	.000	.000

**TECHNICAL DATA CONT.**

**KCK Product (Kitchen, Clinic, Kennel)**

●ASTM E-662, Smoke Density, ASTM E-662, NFPA 258  
**The Polyast material meets this standard.**

<u>Results</u>	<u>Flaming Mode</u>			<u>Non-Flaming Mode</u>		
	1	2	3	1	2	3
Sample No.						
Time to TM (minutes)	7.5	8.6	7.5	20.0	19.8	20.0
Specific Optical Density (Ds)						
1.5 min.	112	168	166	1	1	1
4.0 min	447	476	481	15	13	11
Max. Specific Density (Dm)	552	568	563	257	320	236
Clear Beam	177	199	158	4	5	4
DMC (Corrected Dm)	375	369	404	418	400	387
Average Ds 1.5 min	149				19.9	
Average Ds 4.0 min	468				13	
Average Dm	561				271	
Average Dm (Corrected)	383				267	

It is generally recognized that a material must have an Average Dm (Corrected) value of less than 450 in both the Flaming Mode and Non-Flaming Mode.

●ASTM D412-15A, Tensile Strength, Die C, 20 in/min, Gauge Length: 1.0 inch.

	Sample number	Tensile Strength(psi)	Total Elongation(%)
<b>KCK Sample</b>	<b>1</b>	<b>90.4</b>	<b>42.7</b>
	<b>2</b>	<b>85.7</b>	<b>44.9</b>
	<b>3</b>	<b>89.1</b>	<b>44.8</b>
	<b>4</b>	<b>61.5</b>	<b>42.5</b>
	<b>5</b>	<b>96.3</b>	<b>47.9</b>
	<b>AVG</b>	<b>84.6</b>	<b>44.6</b>
	<b>STDEV</b>	<b>[13.5]</b>	<b>[2.18]</b>

**III. RR Product (Roadway Repair)**

<u>TEST PARAMETER</u>	<u>RESULTS</u>	<u>SPECIFICATION</u>
●ASTM D5329 Tensile Adhesion (Ave of 3) %	155	--
●ASTM D5329 Tensile Strength (Ave of 3), PSI	53.3	--
●ASTM D5329 Non-Immersed Bond @ -29°C, three cycles, 50% extension	PASSED	PASSED 3 CYCLES
●ASTM D5329 Resilience @ 25° C, % Recovery		60 Min
●ASTM D5329 Asphalt Compatibility, no adhesion failure or other deleterious effects	PASSED	PASS



#### **4. INSTALLATION**

All surfaces will be inspected prior to installation and must be clean, smooth, dry, flat, and structurally sound. The installation surface must be free of moisture, sealers, paint, adhesives, solvents, mold, mildew, and any other coatings or films.

All Polylast Surfaces are currently only available for installation by a Certified Polylast Authorized Dealer in accordance with the warranty available on all products and surface solutions. With the exception of pre-packaged retail products, Polylast is hand troweled on concrete, wood, metal, asphalt, or fiberglass only. Dirt or DG (decomposed granite) applications are not available, and are not warranted.

It is recommended that all installations over 1000 square feet have an Installation Agreement signed by both a Polylast representative and the end user or customer.

#### **5. DELIVERY**

All materials will be delivered to the installation location where end user or customer should have a way to unload the product, i.e., forklift, loader, etc. Product should be stored in a dry area protected from the weather on a smooth, flat, dry surface with temperatures maintained between 50° F and 90° F.

#### **6. CARE AND MAINTENANCE**

Most residential and commercial cleaners can be used on Polylast surfaces. Solvents are not to be used. Solvents are liquids that dissolve or extract other substances such as grease, oil or paint. Solvents are used to thin or mix pigments, paint, glue, pesticides or epoxy resins. Although solvents are used sometimes to clean automotive parts and tools, they should not be used to clean Polylast surfaces.

Diluted solutions of bleach, chlorine, and other cleaning agents can be used with a ratio of 50/50 is recommended. Request ASTM F925 for Chemical Resistance at 60 minutes and 24 hours.

#### **7. AVAILABILITY AND COST**

Polylast products are available only through Certified Polylast Authorized Dealers. For a dealer near you, please contact Polylast at 480-998-3033 or email [info@PolylastSystems.com](mailto:info@PolylastSystems.com).

#### **8. TECHNICAL ASSISTANCE**

Technical assistance may be obtained by contacting Polylast at 480-998-3033, or email [info@PolylastSystems.com](mailto:info@PolylastSystems.com)

#### **9. SAMPLES**

Samples may be obtained by contacting Polylast at 480-998-3033 or email [info@PolylastSystems.com](mailto:info@PolylastSystems.com).

#### **10. MANUFACTURERS LIMITED TEN (10) YEAR WARRANTY**

The Manufacturer's Limited Ten (10) Year Warranty may be obtained by contacting Polylast at 480-998-3033 or email [info@PolylastSystems.com](mailto:info@PolylastSystems.com).

#### **11. MICROBAN® ANTIMICROBIAL TECHNOLOGY**

For more information or questions about Microban® Antimicrobial Technology, please visit the website [www.microban.com](http://www.microban.com) or contact the representative below:

Eric Blaeser, Director of Business Development  
Microban International, Ltd, 11400 Vanstory Drive, Huntersville, NC 28078  
Office: 704-766-1054 | Cell: 704-280-0533 | Email: [eric.blaeser@microban.com](mailto:eric.blaeser@microban.com)

## **Non-Competitive / Sole Source**



**Polylast SurfaceGuard™ with Microban® Antimicrobial is recognized as a sole source.**

*Sole source procurement is any contract entered into without a competitive process, based on a justification that only one known source exists and that only one single supplier can fulfill the requirements.*

Polylast Systems has a patented process (US 8,389,624 B2) of combining proprietary primers, binders, and rubber that has allowed Polylast Systems' surfaces to endure as no other surface has. Polylast SurfaceGuard™ with Microban® Antimicrobial was developed for livestock use, and its strength and durability have been proven, in both laboratory and field testing.

**There are currently no other surfaces, on the market today, that are "equal to" Polylast SurfaceGuard™ with Microban® Antimicrobial.**

In addition to the patented process, Polylast Systems has an exclusive surface system agreement with Microban® Antimicrobial, the global leader in antimicrobial product protection. The Polylast SurfaceGuard™ with Microban® Antimicrobial product is guaranteed to inhibit the growth of damaging microorganisms, while fighting the proliferation of pathogens that humans and animals can encounter daily.

Polylast Systems' surface solutions help prevent bacteria, mold and mildew, while reducing odors and stains, and help keep surfaces cleaner longer between washings.

Polylast Systems' surface solutions have been used in many extreme duty facilities such as WestWorld, City of Scottsdale, AZ, University of Oklahoma, Colorado State University, Purdue University, The USDA's National Animal Disease Center, and hundreds of other public and private facilities.

Here are a few reasons why there are no other products "equal to" Polylast:

- Polylast is the only company capable of producing this product
- Exclusive surface system agreement with Microban® Antimicrobial
- Microban® Antimicrobial product protection for the life of the surface
- Patented process of encapsulating rubber during manufacturing
- Reduced livestock leg impact concussion and shock by 40-50%
- Vehicles and heavy equipment drive on Polylast surfaces daily without damage
- Designed specifically for livestock comfort, safety and enhanced performance
- 10-Year Warranty, under the weight of livestock, large animals, and machinery



MULTI-PURPOSE RECYCLED RUBBERIZED FLOORING



## **Cal Prop 65**



**State of California, Proposition 65**

Polylast Systems is fully committed to providing safe and environmentally friendly products. We pride ourselves in being an eco-friendly firm with a variety of products, all made in the USA from recycled rubber materials. We offer poured in place seamless rubber flooring, rubber bunker liners, and even a rubber Kitty's scratch patch™, all made from 100% recycled rubber.

Recycled rubber is, for the most part, a by-product of used tire crumb. And since the origin of the exact tire, and/or rubber material, recycled and used for the sake of the production of a specific rubber parts are unknown, and since it is not feasible to test every tire that is recycled, Polylast Systems has chosen to provide a warning based on the possibility that one or more of the chemicals listed by Prop 65 may be an ingredient in tires, binding agent, or primer used in the patented process.

The California Safe Drinking Water and Toxic Enforcement Act, better known as Proposition 65, lists over 900 chemicals that are known to cause cancer and/or birth defects or other reproductive harm.

Proposition 65 requires manufactures to provide a "clear and reasonable" warning before knowingly and intentionally exposing anyone to a listed chemical. A "clear and reasonable" warning indicates:

1. That the manufacturer has evaluated the exposure and has concluded that the product contains a listed chemical that exceeds the "no significant risk level" (as defined in Proposition 65); or
2. The manufacturer has chosen to provide a warning simply based on the knowledge about the presence of a listed chemical without attempting to evaluate the exposure.

Proposition 65, the Safe Drinking Water and Toxic Enforcement Act of 1986 was a California ballot initiative and requires the governor to publish an annual list of chemicals known to cause cancer or reproductive harm. The link below will provide more information on Prop 65 and the site contains a section which will put Prop 65 in "Plain Language", you may find the link helpful for additional research on Prop 65. <http://oehha.ca.gov/prop65/background/p65plain.html>

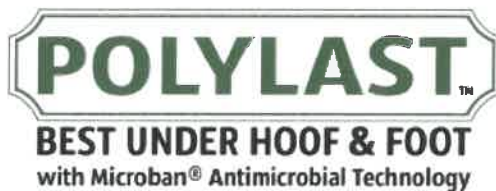
<b>CALIFORNIA Proposition 65 Warning</b>
This Product Contains Chemicals Known to the State of California to Cause Cancer, Birth Defects or Other Reproductive Harm.



MULTI-PURPOSE RECYCLED RUBBERIZED FLOORING



## **Possible Leed® Contributions**



### **Polylast SurfaceGuard™ with Microban® can contribute to obtaining LEED® Credits**

Polylast Systems remains committed to providing customers with high-quality, environmentally-friendly traffic bearing systems and surfaces. Polylast Systems manufacturers surface solutions under strict environmental regulatory mandates. Several products and systems may contribute to LEED® points for regional materials, heat island effect and low-emitting materials. Polylast Systems products are manufactured for use in low-VOC systems designed to comply with local and state air quality regulations.

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#### **Introduction**

Polylast SurfaceGuard™ with Microban® Antimicrobial Surface Solutions is a **100% recycled** crumb rubber flooring system that is seamless, durable, slip-resistant, easy-to-clean, antimicrobial, and provides the necessary comfort and safety to help protect humans and animals from dangerous slip-and-falls.

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#### **What is LEED?**

**LEED**, or Leadership in Energy & Environmental Design, is a green building certification program that recognizes best-in-class building strategies and practices. To receive **LEED** certification, building projects satisfy prerequisites and earn points to achieve different levels of certification.

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#### **The Benefits of LEED**

In addition to the obvious environmental benefits, certification proves to the market that the building is efficient and incorporates responsible building practices. Green buildings have also been proven to be more economically efficient as a result of the following factors:

- Increased health and safety benefits of employees, students, customers, and the like.
- Increased employee productivity, and lower turnover and absenteeism
- Increased sales in retail establishments
- Reduced operating costs
- Increased building evaluation and return on investment

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#### **Possible LEED contributions**

LEED MR Credit 2.1-2.2 (1-2 points)

LEED MR Credit 4.1-4.2 (1-2 points)

LEED MR Credit 5.1-5.2 (1-2 points)

LEED EQ Credit 4.1-4.2 (1-2 points)

LEED SS Credit 7.1-7.2 (1-2 points)

Note: LEED® standards change and should be checked for recent updates. All information is believed to be true and accurate at time of printing. Product is manufactured in Scottsdale, AZ. If your project falls within 500 miles of this location, products are considered to be locally produced and can help contribute to earning LEED® credits. Possible LEED® contributions, all data should be verified by end-user.



MULTI-PURPOSE RECYCLED RUBBERIZED FLOORING



**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **THREE**

No. 0 21243

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JOHN D. WEISBROT	ALL OF	ALL
MELISSA L. MCDADE	PIPERSVILLE, PENNSYLVANIA	\$10,000,000
STEVEN M. VARGA		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 19TH day of OCTOBER 2020

Attest

GREAT AMERICAN INSURANCE COMPANY



*Steph C. B.*

Assistant Secretary

*Mark V. Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 19TH day of OCTOBER

2020, before me personally appeared MARK VICARIO, to me known,

being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

MARK VICARIO (877-377-2405)



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 28th day of March, 2024



*Steph C. B.*

Assistant Secretary







301 East 4th Street  
Cincinnati, OH 45202

GAIIG.com

**GREAT AMERICAN INSURANCE COMPANY**

**STATEMENT OF ASSETS, LIABILITIES AND CAPITAL & SURPLUS  
AS OF DECEMBER 31, 2021**

ADMITTED ASSETS		LIABILITIES, CAPITAL AND SURPLUS	
Bonds.....	\$ 4,634,160,877	Unpaid losses and loss expenses.....	\$ 4,906,694,991
Stocks.....	1,342,077,362	Reserve for underwriting expenses.....	374,148,550
Mortgage loans on real estate.....	810,128,154	Federal income taxes.....	24,618,831
Real estate (net of encumbrances).....	2,157,418	Reserve for unearned premiums.....	1,751,528,856
Cash and short-term investments.....	1,062,849,476	Ceded reinsurance premiums payable.....	203,873,832
Other invested assets.....	1,716,473,934	Funds held under reinsurance treaties.....	640,117,270
Receivable for securities.....	720,833	Retrospective reinsurance ceded.....	(95,777,045)
Investment income due and accrued.....	36,264,700	Provision for reinsurance.....	41,494,800
Agents' and premium balances.....	741,660,659	Other liabilities.....	193,419,576
Reinsurance recoverable on loss payments.....	62,020,920	<b>Total liabilities.....</b>	<b>8,040,015,461</b>
Net deferred tax asset.....	80,340,794	Capital stock.....	\$ 15,440,600
Receivable from affiliates.....	12,198,429	Paid in surplus.....	867,143,561
Receivable from Federal Crop Insurance Corporation.....	558,865,780	Special surplus funds.....	77,301,464
Company owned life insurance.....	198,874,070	Unassigned funds.....	2,117,818,554
Funds held as collateral.....	6,793,185	Policyholders' surplus.....	3,097,702,179
Funded deductibles.....	28,797,876		
Other admitted assets.....	46,333,163		
<b>Total.....</b>	<b>\$ 11,137,717,640</b>	<b>Total.....</b>	<b>\$ 11,137,717,640</b>

Securities have been valued on the basis prescribed by the National Association of Insurance Commissioners.

STATE OF OHIO

COUNTY OF HAMILTON

Robert J. Schwartz, Vice President and Controller, and Stephen Beraha, Assistant Vice President and Assistant Secretary, being duly sworn, each for himself deposes and says that they are the above described officers of the Great American Insurance Company of Cincinnati, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety by virtue of the laws of the State of Ohio and has duly complied with all the requirements of the laws of said state applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under Public Law 97-258 enacted September 13, 1982 (96 Stat. 1047 as amended: 31 U.S.C. 9304-9308); that to the best of their knowledge and belief the above statement is a full, true and correct Statement of the Assets, Liabilities and Capital & Surplus of the said Company as of December 31, 2021.

Subscribed and sworn to before me

this 25th day of February, 2022.

*Holley M. C. Langston*  
Public Notary,  
Notary Public, State of Ohio  
My Commission Expires April 28, 2025



*Robert J. Schwartz*  
Controller

*Stephen Beraha*  
Assistant Secretary



Effective Date: November 27, 1943

Expiration Date: June 30, 2023

**State of Ohio**  
**Department of Insurance**  
*Certificate of Authority*

This is to Certify, that

**GREAT AMERICAN INSURANCE COMPANY**

NAIC No. 16691

is organized under the laws of this State as of March 7, 1872 and is authorized to issue policies and transact business under the following section(s) of the Ohio Revised Code:

**Section 3929.01 (A)**

Aircraft	Accident & Health
Allied Lines	Inland Marine
Boiler & Machinery	Medical Malpractice
Burglary & Theft	Multiple Peril - Commercial
Collectively Renewable A & H	Multiple Peril - Farmowners
Commercial Auto - Liability	Multiple Peril - Homeowners
Commercial Auto - No Fault	Noncancellable A & H
Commercial Auto - Physical Damage	Nonrenew-States Reasons (A&H)
Credit	Ocean Marine
Credit Accident & Health	Other
Earthquake	Other Accident only
Fidelity	Other Liability
Financial Guaranty	Private Passenger Auto - Liability
Fire	Private Passenger Auto - No Fault
Glass	Private Passenger Auto - Physical Damage
Group Accident & Health	Surety
Guaranteed Renewable A & H	Workers Compensation

This Certificate of Authority is subject to the laws of the State of Ohio.



**Mike DeWine, Governor**

*Judith L. French*

**Judith French, Director**

ORIGINATOR: ADMINISTRATION / FINANCE

SPONSOR: Garvas

**CITY OF MACEDONIA  
ORDINANCE NO. 30 - 2024**

**AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO A  
MACEDONIA OCCUPANCY AND JOBS CREATION PROGRAM AGREEMENT  
WITH ELECTRONIC IMAGING, LLC DBA DIGIAL PRINT SOLUTIONS**

**WHEREAS**, pursuant to Ordinance No. 108-2007, and Ordinance No. 81-2009, the City of Macedonia's Occupancy and Jobs Creation Program ("MOJCP") was established and amended; and

**WHEREAS**, Electronic Imaging, LLC d.b.a. Digital Print Solutions, ("Digital Print Solutions") is a for-profit business moving into a general industrial property in the City of Macedonia, and will employ at least forty-four (44) full-time employees in the City (106 employees overall) that will result in an anticipated annual local payroll of \$3.7 Million Dollars, excluding benefits, by the end of year one of the Agreement; and

**WHEREAS**, Digital Print Solutions has submitted an application requesting a Grant under the MOJCP in the annual rate of no more than fifty percent (50%) of the total new payroll taxes paid to the City of Macedonia for a duration of 8 years; and

**WHEREAS**, pursuant to Digital Print Solutions' application, this Council deems it in the best interest of the City and in accordance with the MOJCP to authorize the Mayor to enter into a Macedonia Occupancy and Jobs Creation Program Grant Agreement with Digital Print Solutions.

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

**Section 1.** Council authorizes and directs the Mayor to enter into an agreement with Digital Print Solutions based upon the terms and conditions as substantially set forth in the documents attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

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

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

CITY OF MACEDONIA  
Grant Application

To be completed by the Employer

Employer Name: Electronic Imaging, LLC dba Digital Print Solutions

Employer Address: Current: 4160 Highlander Pkwy STE 300, Richfield, OH 44286

Number of current full-time employees or FTE: 44 local, 106 overall Projected number of FTE: 50 in 2024

Current Payroll: 2023- \$3,401,673 local, \$8,221,945 overall Anticipated new Payroll: \$3,700,000

Current (or extended) lease end date: 4/30/2025

Amount of grant requested: 50% of annual payroll taxes Period of grant requested: 8 yrs (per MOP ordinance)

I certify that the above named employer and its affiliates do not owe any delinquent taxes to the State of Ohio or any political subdivision of the State of Ohio.

Signature of Authorized Officer: [Signature] Date: 2/20/2024

Title: CFO

To be completed by the City

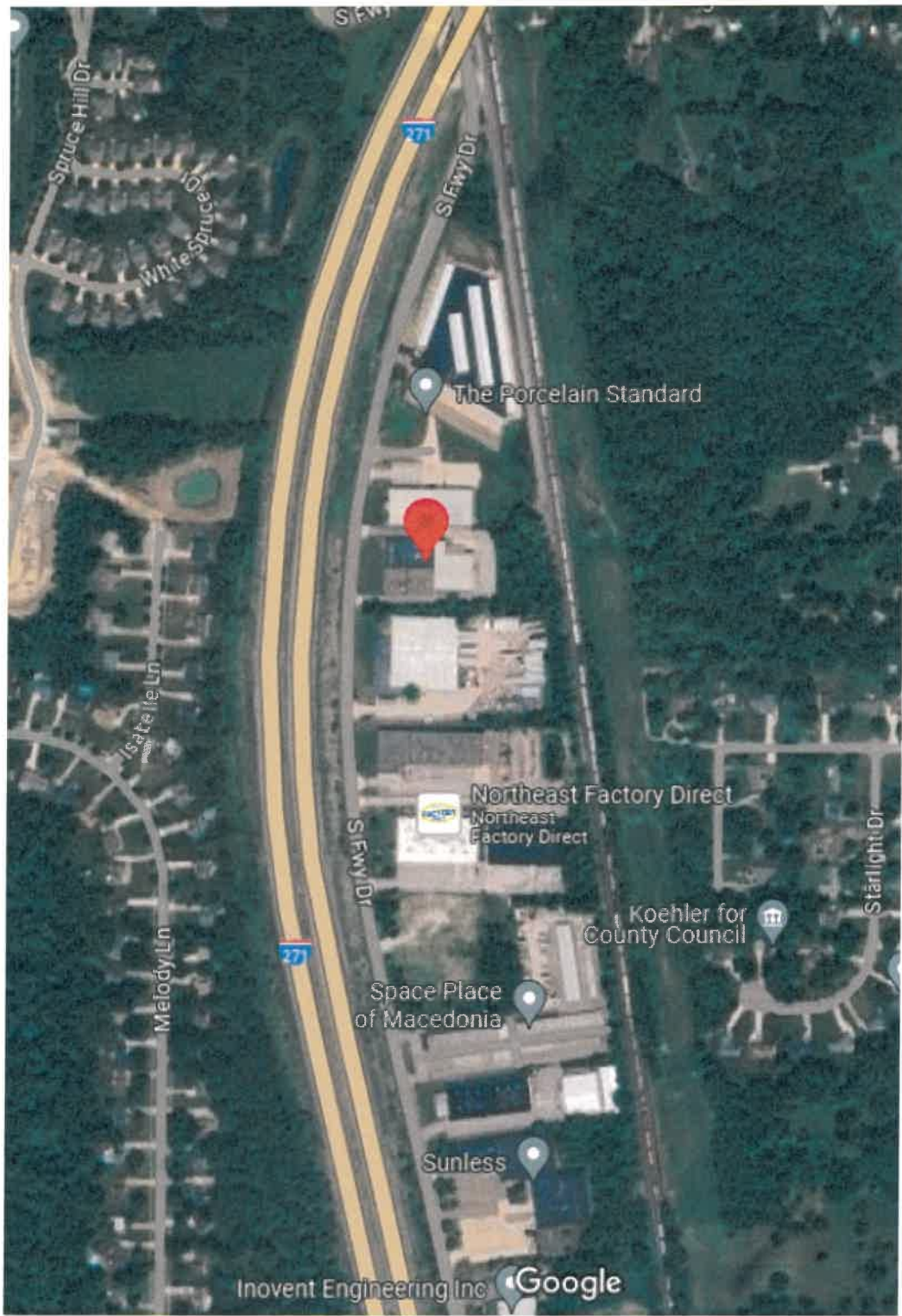
Date of offer: \_\_\_\_\_ Mayor's Signature: \_\_\_\_\_

Date application returned and accepted by Mayor: \_\_\_\_\_ Initial: \_\_\_\_\_

Filed with Clerk of Council: \_\_\_\_\_

First Reading: \_\_\_\_\_ Ordinance Number: \_\_\_\_\_

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



ORIGINATOR: CITY ENGINEER

SPONSOR: Tulley

**CITY OF MACEDONIA  
ORDINANCE NO. 31 - 2024**

**AN ORDINANCE  
AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT  
WITH MUNICIPAL AND CONTRACTORS SEALING PRODUCTS, INC. FOR THE  
WALTERS ROAD CULVERT REHABILITATION PROJECT**

**WHEREAS**, it has already been deemed necessary and in the best interest of the health, safety and welfare of all the City and its residents to improve the Walters Road culvert within the City of Macedonia; and

**WHEREAS**, pursuant to Council authorization, the City previously advertised for bids for a contract for the Walters Road Culvert Rehabilitation project; and

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

**WHEREAS**, it is found and determined that the bid of Municipal and Contractors Sealing Products, Inc. is the lowest and best bid with regard to the Walters Road Culvert Rehabilitation project, and Council therefore wishes to authorize the Mayor to enter into a contract with Municipal and Contractors Sealing Products, Inc. for such culvert rehabilitation 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 Municipal and Contractors Sealing Products, Inc. as the lowest and best bid in regard to the Walters Road Culvert Rehabilitation, and to enter into a contract with Municipal and Contractors Sealing Products, Inc. as set forth in the documents attached hereto and incorporated by reference as Exhibit "A" to accomplish the same.

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

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

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

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

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

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

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





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

April 15, 2024

Re: Walters Road Culvert Rehabilitation

Dear, Mayor Molnar,

The City has received three (3) bid proposals for the project known as the Walters Road Culvert Rehabilitation. I have reviewed the bid proposals and have identified the lowest and best bid proposal as that being submitted by Municipal and Contractors Sealing Products, Inc, in the amount of \$98,000.00. References have been successfully checked. I am therefore recommending that Municipal and Contractors Sealing Products, Inc. be awarded the contract for the Walters Road Culvert Rehabilitation.

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**

**PROJECT NAME: WALTERS ROAD CULVERT REHABILITATION**

**PROJECT LOCATION (CITY): CITY OF MACEDONIA**

**DATE: APRIL 12, 2024**

**CVE JOB NO. 22212 Engineer's Estimate \$115,500.00**

				MUNICIPAL AND CONTRACTORS SEALING PRODUCTS, INC.		NATIONAL GUNITE	
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	LUMP	1	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
2	STRUCTURAL GEOPOLYMER LINING	LUMP	1	\$90,000.00	\$90,000.00	\$92,300.00	\$92,300.00
3	INSPECTION FEE ALLOWANCE	LUMP	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
<b>TOTAL PROJECT COST</b>				<b>TOTAL</b>	<b>\$98,000.00</b>	<b>TOTAL</b>	<b>\$102,300.00</b>
				DAYS TO COMPLETE: 30 days		DAYS TO COMPLETE: 21	
				EARLIEST STARTING DATE: As soon as possible upon NTP		EARLIEST STARTING DATE: June 17, 2024	

				NERONE & SONS, INC.	
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
1	MOBILIZATION	LUMP	1	\$17,100.00	\$17,100.00
2	STRUCTURAL GEOPOLYMER LINING	LUMP	1	\$87,500.00	\$87,500.00
3	INSPECTION FEE ALLOWANCE	LUMP	1	\$5,000.00	\$5,000.00
<b>TOTAL PROJECT COST</b>				<b>TOTAL</b>	<b>\$109,600.00</b>
				DAYS TO COMPLETE: 15	
				EARLIEST STARTING DATE: 30 Days from NTP	

ORIGINATOR: ADMINISTRATION

SPONSOR: Ventura

**CITY OF MACEDONIA  
ORDINANCE NO. 32 - 2024**

**AN ORDINANCE  
AMENDING SECTION 721.02 OF THE CODIFIED ORDINANCES OF THE CITY OF  
MACEDONIA RELATIVE TO EXCESSIVE FALSE ALARMS**

**WHEREAS**, it is necessary and in the best interest of the health, safety and welfare of City residents to amend Section 721.02 of the Codified Ordinances of the City of Macedonia regarding Excessive False Alarms.

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

**Section 1.** That Section 721.02 of the Codified Ordinances of the City of Macedonia shall be amended to read as follows:

**721.02 EXCESSIVE FALSE ALARMS.**

\*\*\*

(a) A fee of one hundred dollars (\$100.00) shall be assessed to alarm users for each false alarm in excess of three occurring within any twelve-month calendar year.

(b) In the event the assessments set forth in this section are not paid for by the user within thirty days after the mailing of invoice by the Chief of Police or the Chief of Fire, then such an amount shall be determined to be delinquent and shall be subject to collection by the Director of Law, pursuant to law.

\*\*\*

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

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

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

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

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

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

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

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

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