



A G E N D A REGULAR MEETING OF COUNCIL

July 23, 2020

Roll call: Ms. Brandt, Mr. Finley, Mr. Garvas, Mrs. Tulley, Mr. Ventura

Pledge of Allegiance by Mayor Nick Molnar

Approval of Minutes Regular Meetings May 14, 2020 & June 11, 2020

***Public Comment for the July 23, 2020 Council Meeting should be sent to Clerk of Council Amanda Trzaska at atrzaska@macedonia.oh.us. Public comment must be received no later than the close of business on July 22, 2020 and will be subsequently made available to the public.**

***Note ***

- This will a Virtual Work Session & Regular Meeting; we will not be holding session in council chambers.
- Council's virtual meeting will be held through Microsoft Teams access will be available on the City of Macedonia's website www.macedonia.oh.us

I. PUBLIC COMMENTS

- PUBLIC HEARING FOR ORDINANCE 38-2020 AN ORDINANCE APPROVING THE PLAN OF OPERATION AND GOVERNANCE FOR THE NOPEC NATURAL GAS AGGREGATION PROGRAM FOR THE PURPOSE OF JOINTLY ESTABLISHING AND IMPLEMENTING A GAS AGGREGATION PROGRAM AS A NOPEC MEMBER

II. PENDING &/OR NEW LEGISLATION

ORD NO. 44 - 2020[_____]

AN ORDINANCE AMENDING ORDINANCE NO. 92-2019 RELATIVE TO CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MACEDONIA FOR THE PERIOD OF JANUARY 1, 2020 TO DECEMBER 31, 2020

First Rdg:
Second Rdg:
Third Rdg

ORD. NO. 45 -2020[_____]

AN ORDINANCE AUTHORIZING THE MAYOR TO ACQUIRE AN INTEREST IN CERTAIN
REAL PROPERTY LOCATED AT 9080 SHEPARD ROAD

First Rdg:

Second Rdg:

Third Rdg

ORD. NO. 46 -2020[_____]

AN EMERGENCY ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER
INTO A CONTRACT WITH NES CORPORATION FOR THE RESURFACING OF HIGHLAND
ROAD

First Rdg:

Second Rdg:

Third Rdg

III. MOTIONS / OTHER LEGISLATIVE ACTION .

IV. Correspondence

-Mayor's Report

Committee Reports

- Park & Rec
- Cemetery

Department Reports

- Fire: Chief Ripley

- Police: Chief Golden

- Finance: Director Veres

- Law: Director Guidetti

- Building: Director Monaco

- Engineers: Director Gigliotti

- Service: Director Hnottavange

- IT: Director Collins

- HR: Director Smith

Unfinished Business

New Business

V. Adjournment

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

Council Work Session	Thursday	August 13	7PM VIRTUAL
Regular Council	Thursday	August 13	7:30 PM VIRTUAL
Planning Commission Meeting	Monday	August 17	5:30 PM TBD
Parks & Rec	Wednesday	August 19	6PM TBD
BZA	Wednesday	August 19	6:30 PM TBD

-End-

ORIGINATOR: ADMINISTRATION

SPONSOR: _____

**CITY OF MACEDONIA
ORDINANCE NO. 38 - 2020**

**AN ORDINANCE
APPROVING THE PLAN OF OPERATION AND GOVERNANCE FOR THE NOPEC
NATURAL GAS AGGREGATION PROGRAM FOR THE PURPOSE OF JOINTLY
ESTABLISHING AND IMPLEMENTING A GAS AGGREGATION PROGRAM
AS A NOPEC MEMBER**

WHEREAS, this Council previously enacted Ordinance No. 4-2002 authorizing the City of Macedonia (the “City”) to establish an “opt-out” Natural Gas Aggregation Program pursuant to R.C. § 4929.26 (the “Opt-Out Gas Aggregation Program”), for the eligible residents, businesses and other gas consumers in the City, and for that purpose, to act jointly with any other municipal corporation, city, county or other political subdivision of the State of Ohio, as permitted by law; and

WHEREAS, this Council previously enacted legislation authorizing the City to join the Northeast Ohio Public Energy Council (NOPEC), and to execute a Natural Gas Program Agreement, so that the City would be able to act jointly with other member political subdivisions and thereby maximize the potential benefits of gas deregulation through group purchasing efforts; and

WHEREAS, this Council has enacted legislation (Ordinance No. ____-2020) establishing an “opt-in” natural gas aggregation program pursuant to R.C. § 4927(A)(1) (the “Opt-In Natural Gas Aggregation Program”) for the eligible residents, business and other consumers located within the City, and to conduct the Opt-In Natural Gas Aggregation Program jointly through NOPEC as a NOPEC member; and

WHEREAS, pursuant to R.C. § 4929.27(B), upon notice published once per week for two (2) consecutive weeks prior to the first public hearing, two (2) public hearings have been scheduled and held by Council on _____, 2020 and _____, 2020 regarding the Plan of Operation and Governance for the NOPEC Opt-Out and Opt-In Natural Gas Aggregation Program (collectively, the “NOPEC Natural Gas Aggregation Program”).

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

Section 1. Council finds and determines that it is in the best interest of the City, including the gas consumers located within the City, to adopt the Plan of Operation and Governance of the NOPEC Natural Gas Aggregation Program, attached hereto as Exhibit “A” and incorporated herein by reference for the purpose of establishing and implementing the NOPEC Natural Gas Aggregation Program in the City.

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

Section 3. Wherefore, this 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: _____
Amanda Trzaska, Clerk of Council

ORIGINATOR: FINANCE DEPARTMENT

SPONSOR: _____

**CITY OF MACEDONIA
ORDINANCE NO. 44 - 2020**

**AN ORDINANCE
AMENDING ORDINANCE NO. 92-2019 RELATIVE TO CURRENT EXPENSES AND
OTHER EXPENDITURES OF THE CITY OF MACEDONIA FOR THE PERIOD OF
JANUARY 1, 2020 TO DECEMBER 31, 2020**

WHEREAS, it is necessary to amend Ordinance No. 92-2019, to make certain adjustments of the allocation of funds to facilitate various necessary operating expenses of the City of Macedonia in light of the COVID-19 pandemic.

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

Section 1. That Ordinance No. 92-2019 is hereby amended, and 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: _____

Amanda Trzaska, Clerk of Council

CITY OF MACEDONIA

July 23, 2020

2020 Amended Annual

Fund Category	Fund #	Fund Name or Department	Personal Service	Other	Transfers & Advances	Total
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An Ordinance making appropriations for the current expenses and other expenditures of the City of Macedonia, Ohio, for the year

Now therefore, be it ordained by the Council of the City of Macedonia, County of Summit, and State of Ohio:

Section 1: That there be appropriated from the following funds:

General	101	General				
		Council (101)	113,600	4,000		117,600
		Administrative Support (110)	-	1,038,600		1,038,600
		Mayor's Office (120)	351,100	33,900		385,000
		IT (125)	131,100	174,100		305,200
		Finance (130)	368,500	438,000		806,500
		Mayor's Court (140)	200,300	133,500		333,800
		Legal (150)	57,100	135,300		192,400
		Civil Service (160)	5,500	2,600		8,100
		City Center Service (170)	127,100	262,700		389,800
		Building & Engineering (180)	346,700	105,200		451,900
		Service (201)	341,200	221,100		562,300
		Police (210)	2,555,800	235,600		2,791,400
		Fire (222)	2,905,500	753,100		3,658,600
		Dispatch (310)	713,400	38,300		751,700
		Transfers (321)	-	-	1,748,300	1,748,300
		Advances (321)	-	-	75,000	75,000
		Total General Fund (101)	8,216,900	3,576,000	1,823,300	13,616,200
		total Personal Service + Other		11,792,900		
	102	Emergency Reserve	-	-	-	-
	103	Unclaimed Monies	-	1,000	-	1,000
	104	Retirement Reserve	-	50,000	-	50,000
	105	Refund Program	-	200,000	100,000	300,000
	106	Technology Advancement	-	-	-	-
Special Revenue	201	Street Construction Maintenance & Repair (S,C,M&R)				
		Street Maintenance & Repair (350)	875,300	208,800	-	1,084,100
		Salt (352) & Traffic Signals (353)	-	108,000	-	108,000
		Street Mechanic & Signs Maintenance (354) (355)	395,300	246,800	-	642,100
		Total S,C,M&R Fund (201)	1,270,600	563,600	-	1,834,200
	202	State Highway Improvement	-	35,500	-	35,500
	203	Permissive License Tax	-	-	359,000	359,000
	204	Parks & Recreation				
		Parks (203)	226,000	102,600	-	328,600
		Recreation (204) Parks Programming	132,000	52,000	-	184,000
		Total Parks & Recreation Fund (204)	358,000	154,600	-	512,600
	205	Family Recreation Center	577,700	680,500	-	1,258,200
	207	Spirit of Macedonia Festival	-	35,000	-	35,000
	210	Water Maintenance & Expansion	25,300	74,700	104,834.39	204,834.39
	211	Fire Operating Levy	-	-	106.29	106.29
	212	Vehicle License Tax	-	90,000	-	90,000
	213	Police Pension	-	135,000	-	135,000
	215	Indigent Drivers	-	-	-	-
	216	Drug Law Enforcement	-	5,000	-	5,000
	217	Law Enforcement & Education	-	2,500	-	2,500
	218	CDBG Grant	-	2,000	-	2,000
	220	Mayor's Court Computer	-	10,300	-	10,300
	221	F.A.I.R. Program	-	50,000	-	50,000
	223	Subdivision Tree	-	2,000	-	2,000
	224	Wireless 911	-	2,500	-	2,500
	225	Petro UST	-	1,000	-	1,000
	226	Police Donation	-	100	-	100
	233	Quiet Zone Maintenance	-	5,000	-	5,000
	259	A.R.R.A. Program	-	1,000	-	1,000
	260	Federal Fire Grant	-	1,000	-	1,000
	262	Law Enforcement Trust	-	2,500	-	2,500
	263	Federal Equity Share	-	25,000	-	25,000
	264	Local Coronavirus Relief	-	226,376.88	-	226,376.88
	265	Local Corona Relief	-	339,611.52	-	339,611.52
	280	Safety Services	585,500	616,000	190,800	1,392,300
		Total Special Revenue Funds	2,817,100	3,060,788.40	654,740.68	6,532,629.08

CITY OF MACEDONIA			July 23, 2020		2020 Amended Annual	
Fund Category	Fund #	Fund Name or Department	Personal Service	Other	Transfers & Advances	Total
Debt Service	301	General Obligation Bond Retirement	-	1,150,900	-	1,150,900
	302	Special Assessment Bond Retirement	-	296,300	-	296,300
	304	Other Debt - (OPWC, State Infrastructure Bank, leases)	-	574,400	-	574,400
		Total Debt Service Funds	-	2,021,600	-	2,021,600
Capital Project	401	Capital Improvement	-	1,536,500	-	1,536,500
	405	Road Program	-	2,535,300	743,100	3,278,400
	422	Shepard Road Sanitary Sewer	-	-	7,457.79	7,457.79
	423	Municipal Property	-	-	-	-
	424	Longwood Park Improvements	-	400	-	400
	427	Manor House Renovation	-	-	-	-
	470	Summit Pointe TIF	-	650,000	-	650,000
	471	The Avenue TIF	-	1,000	49,000	50,000
	472	Macedonia Shoppes TIF	-	500	9,500	10,000
	473	Maguire Property TIF	-	100	4,900	5,000
	474	Ambassadors Football TIF	-	-	-	-
	475	Culver's TIF	-	-	-	-
	476	KFC TIF	-	-	-	-
	Total Capital Project Funds	-	4,723,800	813,957.79	5,537,757.79	
Non-Budgetary	206	Parks & Recreation Trust	-	170,000	-	170,000
	702	Revolving Payroll Escrow	-	-	-	-
	710	Escrow Deposits	-	-	-	-
	711	Mayor's Court	-	-	-	-
	712	Community Room Deposits	-	-	-	-
	714	JEDD Northfield Center	-	386,500	-	386,500
	715	Mayor's Court Bond	-	-	-	-
	725	Refund Program	-	-	-	-
	780	Boston Hts EMS Collection	-	-	-	-
		Total Non-Budgetary Funds	-	556,500	-	556,500
	Total All Funds	11,034,000	14,189,688.40	3,391,998.47	28,615,686.87	
Transfers				25,223,688.40		
		General (101) to Retirement Reserve (104)			-	
		General (101) to Technology Advancement (106)			-	
		General (101) to Street Construction (201)			850,000	
		General (101) to Parks & Recreation (204)			75,000	
		General (101) to Family Recreation Center (205)			-	
		General (101) to General Bond Retirement (301)			272,700	
		General (101) to Other Debt (304)			505,300	
		General (101) to Capital Improvements (401)			-	
		General (101) to Road Program (405)			45,300	
		General (101) to Municipal Property (423)			-	
		Refund Program (105) to Technology Advancement (106)			-	
		Refund Program (105) to Parks & Recreation Trust (206)			100,000	
		Permissive License Tax (203) to Road Program (405)			359,000	
		Water Maintenance & Expansion (210) to General (101)			104,834.39	
		Fire Operating Levy (211) to Safety / Service (280)			106.29	
		Safety Services (280) to General Bond Retirement (301)			190,800	
	Road Program (405) to General Bond Retirement (301)			674,000		
	Road Program (405) to Other Debt (304)			69,100		
	Shepard Road Sanitary Sewer (422) to Road Program (405)			7,457.79		
	The Avenue TIF (471) to Road Program (405)			49,000		
	Macedonia Shoppes TIF (472) to Road Program (405)			9,500		
	Maguire Property TIF (473) to Road Program (405)			4,900		
	Total Transfers			3,316,998.47		
Advances		General Fund (101) to Special Assessment Bond Retirement Fund (302)			75,000	
		Total Advances			75,000	

CITY OF MACEDONIA			CERTIFICATE OF ESTIMATED RESOURCES										COVID-19			APPROPRIATIONS			TRANSFERS		
2020 Estimated Resources & Appropriations			COVID-2																		
Fund #	Fund Description	Type	ACTUAL changes Unencumbered Balance 01/01/2020	ADD General Property Tax	ADD Local Govt	ADD Income Tax	ADD	ADD	rev-other	ADD changes Other Sources	EQUALS 2020 Total Resources	Description	Sec't.	SUBTRACT changes 2020 Appropriations	EQUALS ESTIMATED Unencumbered Balance 12/31/2020	advances gen'l obligation debt spec assess debt OPW/C lease debt new debt	Description				
101	General	Gov'tl	2,615,585.59	1,780,100.00	186,200.00	6,613,400.00			tr in 2	3,484,200.00	14,784,319.98		1.	11,792,900.00	1,188,119.98						
						-\$2.3M		tr in 14	-					1,748,300.00							
								est rev	104,834.39					75,000.00							
									3,589,034.39					13,616,200.00							
102	Emergency Reserve	Gov'tl	500,000.00					tr in 1.	-		500,000.00				500,000.00						
103	Unclaimed Monies	Trust	12,378.71					est rev	-		12,978.71		3.	1,000.00	11,978.71						
104	Retirement Reserve	Gov'tl	500,000.00					tr in 1.	-		500,000.00		4.	50,000.00	450,000.00						
105	Refund Program	Gov'tl	139,738.52			191,600.00		est rev	-		331,338.52		5.	200,000.00	31,338.52						
						-\$60K								100,000.00							
														300,000.00							
106	Technology Advancement	Gov'tl	395.36					tr in 1	-		395.36		6.		395.36						
								tr in 5	-												
201	S.C.M & R	Sp Rev	198,240.60					est rev	890,000.00		1,938,240.60		7.	1,834,200.00	104,040.60						
								tr in 1	850,000.00												
									1,740,000.00												
202	State Highway	Sp Rev	26,330.48					est rev	35,500.00		61,830.48		8.	35,500.00	26,330.48						
203	Permissive License Tax	Sp Rev	2,135.20					est rev	359,000.00		361,135.20			359,000.00	2,135.20						
204	Parks & Recreation	Sp Rev	51,830.58			305,700.00		est rev	104,000.00		536,530.58		10.	512,600.00	23,930.58						
						-\$100K		tr in 1	75,000.00												
									179,000.00												
205	Family Recreation Center	Sp Rev	246,413.86			305,700.00		est rev	725,000.00		1,277,113.86		11.	1,258,200.00	18,913.86						
						-\$100K		tr in 1	-												
									725,000.00												
206	Parks & Recreation Trust	Trust	49,929.17					est rev	41,400.00		191,329.17		12.	170,000.00	21,329.17						
								tr in 5	100,000.00												
									141,400.00												
207	Spirit of Macedonia	Sp Rev	62,113.87					est rev	25,000.00		87,113.87		13.	35,000.00	52,113.87						
210	Water Maintenance & Expansion	Sp Rev	474,032.46					est rev	100,000.00		574,032.46		14.	100,000.00	369,198.07						
														104,834.39							
														204,834.39							
211	Fire Operating Levy	Sp Rev	106.29					est rev	-		106.29			106.29	-						
212	Motor Vehicle License Tax	Sp Rev	20,518.69					est rev	95,000.00		115,518.69		15.	90,000.00	25,518.69						
213	Police Pension	Sp Rev	2,649.19					est rev	-		137,915.19		16.	135,000.00	2,915.19						
215	Indigent Drivers	Sp Rev	6,093.21					est rev	-		6,093.21		17.		6,093.21						
216	Drug Law Enforcement	Sp Rev	34,413.27					est rev	5,000.00		39,413.27		18.	5,000.00	34,413.27						
217	Law Enforcement Education	Sp Rev	27,771.01					est rev	2,500.00		30,271.01		19.	2,500.00	27,771.01						
218	CDBG Block Grant	Sp Rev	8,153.30					est rev	2,000.00		10,153.30		20.	2,000.00	8,153.30						
220	Mayor's Court Computer	Sp Rev	22,575.68					est rev	8,000.00		30,575.68		21.	10,300.00	20,275.68						
221	F.A.I.R. Program	Sp Rev	36,081.88					est rev	58,500.00		94,581.88		22.	50,000.00	44,581.88						
223	Subdivision Tree	Sp Rev	115.00					est rev	2,000.00		2,115.00		23.	2,000.00	115.00						
224	Wireless Emergency 911	Sp Rev	14,902.55					est rev	-		14,902.55		24.	2,500.00	12,402.55						
225	Petro Underground Storage Tanks	Sp Rev	10,450.00					est rev	-		10,450.00		25.	1,000.00	9,450.00						

CITY OF MACEDONIA			CERTIFICATE OF ESTIMATED RESOURCES						COVID-19		APPROPRIATIONS			Transfers	
2020 Estimated Resources & Appropriations			2020 Amended Appropriations						COVID-19		APPROPRIATIONS			Transfers	
Fund #	Fund Description	Type	ACTUAL changes			ADD			EQUALS	Description	Sect.	SUBTRACT changes	ESTIMATED	Description	advances
			Balance	01/01/2020	Unencumbered	General Property Tax	Local Govt	Income Tax							
226	Police K-9 Donation	Sp Rev	1,266.46						1,266.46			100.00	1,166.46		
233	Quiet Zone Maintenance	Sp Rev	20,861.71						21,861.71		1,000.00	5,000.00	16,861.71		
259	A.R.R.A. Grant	Sp Rev	5,416.40						5,416.40			1,000.00	4,416.40		
260	Federal Fire Grant	Sp Rev	12,544.11						12,544.11			1,000.00	11,544.11		
262	Law Enforcement Trust	Sp Rev	14,682.35						14,682.35			2,500.00	12,182.35		
263	Federal Equitable Share	Sp Rev	100,779.84						100,779.84			25,000.00	75,779.84		
264	Local Coronavirus Relief	Sp Rev	-						-		226,376.88	226,376.88	-		
265	Local Corona Relief	Sp Rev	-						-		339,611.52	339,611.52	-		
280	Safety / Service	Sp Rev	266,537.13		1,080,000.00				1,346,537.13	close Fund 211	400,000.00	585,500.00	354,343.42	wages & benefits capital items	
					no change				106.29		106.29	576,500.00	354,343.42	RITA retainer / OH muni fees	
									400,106.29		400,106.29	39,500.00	354,343.42	serial tower debt	
301	General Bond Retirement	Debt	13,406.07						13,406.07				6.07		
									272,700.00			190,800.00	674,000.00	serial tower	
									190,800.00			674,000.00	674,000.00	\$9M 2018 bonds	
									674,000.00			286,100.00	286,100.00	70% 2010 bonds	
									1,137,500.00			1,150,900.00	1,150,900.00		
302	Special Assess Bond Retirement	Debt	(17,693.07)						(17,693.07)		250,000.00	296,300.00	11,006.93		
									75,000.00		75,000.00				
									325,000.00		325,000.00				
303	General Bond Retirement - TIF	Debt	-						-				-		
304	Other Debt	Debt	30,117.68						30,117.68		505,300.00	574,400.00	30,117.68		
									69,100.00		69,100.00				
									574,400.00		574,400.00				
401	Capital Improvements	Cap	227,499.59						227,499.59		360,000.00	360,000.00	32,999.59		
									324,500.00	Service - lease to buy CLE Water Grant	324,500.00			lease to buy purchases	
									608,000.00	NEORS CC Share	608,000.00			Ledgeview Rd 8" water mn	
									21,000.00	NEORS CC Share	21,000.00			Family Rec parking lot	
									1,342,000.00	close 2019 PO	1,342,000.00			Guadalupe	
									45,300.00		45,300.00			Dept capital purchases	
									219,000.00		219,000.00				
									140,000.00	Permissive Tax	140,000.00			Highland - S.Bedford to Empire	
									7,457.79	Permissive Tax	7,457.79			S.Bedford mill & fill	
									49,000.00	close Fund 422	49,000.00			Road materials	
									9,500.00		9,500.00			Road pavement markings	
									4,900.00		4,900.00			2020 Road Program	
									-		-			LED street lighting upgrade	
									-		-			RITA retainer / OH muni fees	
									-		-			Right tr / Right out - city cost	
									-		-			Right tr / Right out - Spec Assess	
									493,500.00		493,500.00			Highland - S.Bedford to Empire	
									219,000.00	OPWC - Highland	219,000.00			OPWC Ledge 2048AVView 2038	
									89,000.00	NEORS CC Share	89,000.00			\$9M 2018 Roads Bond 2038	
									262,200.00	close 2019 PO's	262,200.00				
									1,538,657.79		1,538,657.79				
405	Road Program	Cap	738,816.15		1,053,700.00				1,792,516.15		45,300.00	3,331,373.94	52,973.94		
					- \$375K				219,000.00		219,000.00				

CITY OF MACEDONIA										CERTIFICATE OF ESTIMATED RESOURCES			COVID-19			APPROPRIATIONS			TRANSFERS														
2020 Estimated Resources & Appropriations										COVID-2			2020			2020			12/31/2020			advances											
Fund #	Fund Description	Type	Actual changes	Unencumbered Balance	01/01/2020	Cap	7,457.79	ADD	General Property Tax	Local Govt	Income Tax	ADD	ADD	ADD	est rev	ADD changes	Other Sources	2020 Total Resources	7,457.79	40.	Subcontract changes	2020 Appropriations	Unencumbered Balance	12/31/2020	Unencumbered Balance	12/31/2020	gen'l obligation debt	spec assess debt	OPW/lease debt	new debt	Description		
422	Shepard Road Sanitary Sewer	Cap		7,457.79														7,457.79		tr out 39.	7,457.79												
423	Municipal Property	Cap		38,067.97														1,038,067.97		40.				1,038,067.97									
424	Longwood Park Improvements	Cap		5,912.31														5,912.31		41.	400.00			5,512.31									
427	Manor House Renovation	Cap		26.27														26.27		42.				26.27									
470	Summit Pointe TIF	Cap		-														650,000.00		43.	650,000.00												
471	The Avenue TIF	Cap		977.41														50,977.41		tr out 43.	49,000.00			977.41									
472	Macedonia Shoppes TIF	Cap		733.61														10,733.61		tr out 45.	9,500.00			733.61									
473	Maguire Property TIF	Cap		179.47														5,179.47		tr out 46.	4,900.00			179.47									
474	Ambassadors Football TIF	Cap		-														-		tr out 47.													
475	Culver's TIF	Cap		-														-		tr out 48.													
476	KFC TIF	Cap		-														-		tr out 49.													
702	Revolving Payroll Funds	Agency		63,529.19														63,529.19		50.				63,529.19									
710	Escrow Deposits	Agency		70,601.13														70,601.13		51.				70,601.13									
711	OBBC Deposits	Agency		1,034.83														1,034.83		52.				1,034.83									
712	Community Room Deposits	Agency		3,248.75														3,248.75		53.				3,248.75									
714	JEDD Northfield Center	Agency		80,186.50														386,686.50		54.	386,686.50			80,186.50									
715	Mayors Court Bond	Agency		4,732.14														4,732.14		55.				4,732.14									
	Totals			6,754,476.26					1,915,366.00	186,200.00	9,936,600.00							33,459,428.13			28,615,686.87			4,843,742.26									
	Total Resources																	26,704,952.87															
																		21,493,466.00															

PURCHASE AGREEMENT

1. This PURCHASE AGREEMENT is made and entered into on this _____ day of, June, 2020, between OUR LADY OF GUADALUPE/CLEVELAND DIOCESAN ADMINISTRATOR THE REVEREND DONALD OLEKSIAK, an Ohio non-profit corporation whose principal mailing address is Diocese of Cleveland, 1404 East 9th Street, Cleveland, Ohio 44114-1722 (“SELLER”) and the CITY OF MACEDONIA, OHIO, an Ohio chartered municipal corporation and political subdivision of the State of Ohio located at 9691 Valley View Road, Macedonia, Ohio 44056 (“BUYER”). Authorization to enter into this Agreement was ratified by BUYER in Ordinance _____, attached as **Exhibit “A.”**

WHEREAS, SELLER agrees to sell to BUYER and BUYER agrees to purchase the following described real estate, with any appurtenances, located in the County of Summit, City of Macedonia, and State of Ohio: See legal description and related document(s) attached as **Exhibit “B”** (“Property”).

The terms of the Purchase Agreement are as follows:

1. **PURCHASE PRICE AND CLOSING DATE.** The SELLER agrees to sell and the BUYER agrees to purchase the Property set forth above for the sum of One Dollar (\$1.00), the amount of which will be payable in full on the date set for Closing of this matter; that being upon the effective date of this Agreement.
2. **THE PREMISES.** The purchase price of the Property shall include: the premises and any improvements located thereon or thereunder.
3. **POSSESSION.** BUYER shall be entitled to take possession of the Property immediately upon closing. SELLER shall be responsible for any and all utilities consumed upon the premises, until possession is transferred to BUYER. BUYER and SELLER shall cooperate to

have any and all utilities transferred as of the date of possession and SELLER shall order final meter readings as of said date, to the extent any such utilities exist.

4. **TITLE TRANSFER.** Title will transfer to BUYER by the recording of the deed, which shall occur within seven (7) days of the effective date of this Agreement, or as soon as practical thereafter, unless the parties otherwise agree to a mutually satisfactory date in writing (“Closing”).

5. **WATER/SEWER; TAXES.** SELLER shall pay all taxes and assessments both general and special, due and payable as of the Closing date. SELLER represents that no continuing assessment on the Property currently exists. BUYER intends to apply for a real estate tax exemption as a municipal corporation from that date forward.

6. **HAZARDS.** BUYER assumes all risk of damage to or destruction of any improvements now on said land or hereafter to be placed thereon from the date of transfer of possession.

7. **MARKETABLE TITLE.** SELLER shall convey to BUYER marketable title at the close of escrow, free of all mortgages, encumbrances, covenants, and restrictions except for such utility easements and rights of way of record that may exist by way of a General Warranty Deed. The Parties also recognize that SELLER shall convey to BUYER under separate agreement a permanent access easement to the Property.

8. **AS IS.** BUYER hereby acknowledges that it has examined the property and accepts it in an “as is” condition, and there are no representations or warranties made by either party other than what is contained in this document. BUYER acknowledges SELLER’S representations herein as to the good and clear condition of the property, other than as written in this Purchase Agreement, or any attached addendum. Any representations herein shall survive the filing of the

deed for record. No modification of this Purchase Agreement may be made unless in writing and signed by both parties. The Parties acknowledge there are currently felled trees located on the Property.

9. **ESCROW PROCEDURE.** No escrow necessary. Payment will be made directly to the Diocese's attorney, Joel Austhof, at 9384 Ashcroft Lane, Twinsburg, Ohio, 44087 via official City check.

10. **CHARGES AND CREDITS.**

A. **BUYER.** BUYER shall be responsible for the following costs:

1. The cost of the location service or survey, including surveying and preparing the legal description;
2. The costs incident to filing the deed and any real estate transfer tax, if applicable; and
3. Preparation of the Deed.

B. **SELLER.** SELLER shall be charged with the following costs, prior to transfer of title:

1. The costs of satisfying any taxes, assessments, liens or encumbrances required to be discharged by this Purchase Agreement, if any.

11. **POINT OF SALE.** SELLER and BUYER mutually agree to waive any point of sale inspection in light of the fact there is no intent by BUYER to inhabit any residence on the property.

12. **STATUTORY DISCLOSURE.** Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduce intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The SELLER of any interest in residential real estate is required to provide the BUYER with any information on lead-

based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase. Additionally, SELLER makes the following disclosure: “Radon Gas” is a naturally occurring radioactive gas that, when it has accumulated in an enclosure in sufficient quantities, may present health risks to persons who are exposed to it over time. Additional information regarding radon and radon testing may be obtained from the County Health Department.

13. **SEX OFFENDER DISCLOSURE.** The Ohio Sex Offender and Notification statute(s) requires the local sheriff to provide written notice to certain members of the community if a sex offender resides in the area. Notice provided by the sheriff is a public record and is open to inspection under Ohio’s Public Records law. Therefore, BUYER acknowledges BUYER can obtain information from the sheriff’s office regarding the notices it has provided pursuant to Ohio’s sex offender notification law. The SELLER certifies that SELLER has received the following written notice (s) pursuant to Ohio’s sex offender notification law: _____.

The BUYER acknowledges that the information disclosed above may no longer be accurate and BUYER agrees to inquire with the local sheriff’s office if current information regarding the status of registered sex offenders in the area is desired. BUYER agrees to assume the responsibility to check with the local sheriff’s office if current information is desired. BUYER is relying on his/her/their own inquiry with the local sheriff’s office as to registered sex offenders in the area and is not relying on the BUYER, or any real estate agent involved in the transaction.

14. **DEFAULT.** Time is of the essence of this contract. If BUYER shall default in the performance of any of the obligations imposed on BUYER by this Purchase Agreement, the SELLER, by written notice to BUYER, (a) may elect to terminate said Purchase Agreement, or

(b) may pursue any and all of its legal or equitable remedies. If SELLER shall default in the performance of any of the obligations imposed on SELLER by this Purchase Agreement, the BUYER may elect (a) to terminate this Purchase Agreement by written notice thereof to SELLER, or (b) to pursue any legal or equitable remedy. If the BUYER or SELLER elects to terminate pursuant to this paragraph, the escrow agent and/or the SELLER shall deliver any funds or documents placed with them, as provided hereunder, and both parties shall be released from any further obligations and liability except as provided above.

15. **NOTICES.** Service of all demands, notices or other papers with respect to such termination and retention of payments, or otherwise, may be made by e-mail or U.S. Mail at the following address: Mark V. Guidetti, Director of Law, Diemert & Associates, Co., LPA, 1360 SOM Center Road, Cleveland, Ohio 44124, and in writing to SELLER to: Joel Austhof, 9384 Ashcroft Lane, Twinsburg, Ohio, 44087 or at such other address as the SELLER will indicate in writing to the BUYER.

16. **STATE LAW.** This Purchase Agreement shall be interpreted and governed in accordance with the laws of the State of Ohio.

17. **AMENDMENTS.** This Purchase Agreement shall not be modified or amended except by written instrument signed by all of the parties hereto.

18. **ENTIRE PURCHASE AGREEMENT.** This Purchase Agreement contains the entire Purchase Agreement between the SELLER and BUYER, and the parties hereto are not bound by any Purchase Agreements, representations, warranties, understandings, or conditions except for those expressly set forth herein.

19. **SUCCESSORS AND ASSIGNS.** This Purchase Agreement is made for and shall inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

– Remainder of page intentionally left blank –

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate at the place and on the date first above mentioned.

SELLER:

**OUR LADY OF
GUADALUPE/CLEVELAND
DIOCESAN ADMINISTRATOR THE
REVEREND DONALD OLEKSIK**

WITNESS

WITNESS

BUYER:

THE CITY OF MACEDONIA, OHIO

WITNESS

Nicholas Molnar, Mayor
As authorized by Ordinance No.: _____

APPROVED AS TO LEGAL FORM:

MARK V. GUIDETTI
Director of Law for the City of Macedonia

This Instrument Prepared By:

Mark V. Guidetti
DIEMERT & ASSOCIATES, CO., L.P.A.
1360 S.O.M. Center Road
Cleveland, Ohio 44124-2189
Phone: 440-442-6800
Fax: 440-442-0825

LEGAL DESCRIPTION
OF A
2.9839 ACRE LOT SPLIT PARCEL #1A
BISHOP OF CLEVELAND CLARENCE G. ISSENMANN
9080 SHEPPARD ROAD
CITY OF MACEDONIA
SUMMIT COUNTY, OHIO

Situated in City of Macedonia, County of Summit, State of Ohio and known as being a **2.9839 acres Lot Split Parcel #1A** in the “**Lot Split Plat w/Easement for Clarence G. Isсенmann Bishop of Cleveland**” of part of Original Northfield Township, Lot #4 as shown on the recorded plat in A.F.N.# _____ of Summit County Map Records, as surveyed, calculated and described from Summit County Records by Donald F. Sheehy, Registered Surveyor #7849 of Chagrin Valley Engineering, Ltd., in June, 2019.

The above described Lot Split Parcel #1A is subject to the use of a 1.1339 acres Perpetual Access & Utility Easement along the Southern property line of a 7.9189 acres Residual Parcel #1 as shown thereon;

Be the same, more or less, but subject to all legal highways and easements of records.

File #16118 - LS Parcel-1A
June 21, 2019 (jaw)

LEGAL DESCRIPTION
OF A
7.9189 ACRE RESIDUAL PARCEL #1
CLARENCE G. ISSENMANN BISHOP OF CLEVELAND
9080 SHEPPARD ROAD
CITY OF MACEDONIA
SUMMIT COUNTY, OHIO

Situated in City of Macedonia, County of Summit, State of Ohio and known as being a **7.9189 acres Residual Parcel #1** in the “**Lot Split Plat w/Easement for Clarence G. Issenmann Bishop of Cleveland**” of part of Original Northfield Township, Lot #4 as shown on the recorded plat in A.F.N.# _____ of Summit County Map Records, as surveyed, calculated and described from Summit County Records by Donald F. Sheehy, Registered Surveyor #7849 of Chagrin Valley Engineering, Ltd., in June, 2019.

The above described Residual Parcel #1 is subject to a 1.1339 acres Perpetual Access & Utility Easement along the Southern property line thereof for use by a 2.9839 acres Lot Split Parcel #1A as shown thereon;

Be the same, more or less, but subject to all legal highways and easements of records.

File #16118 - Residual Parcel-1
June 21, 2019 (jaw)

EXHIBIT 'A'
EASEMENT INFORMATION

Owner: Clarence G. Issenmann, Bishop of Cleveland
Municipality/County: City of Macedonia, Summit County
Deed: Volume 4302, Page 392
Date: February 24, 1965
Permanent Parcel No.: 3302613
Location: 9080 Shepard Road
Description:

LEGAL DESCRIPTION
PERPETUAL ACCESS & UTILITY EASEMENT
THRU CLARENCE G. ISSENMANN, BISHOP OF CLEVELAND'S LAND
PP #3302613
FOR THE CITY OF MACEDONIA
9080 SHEPARD ROAD
CITY OF MACEDONIA
COUNTY OF SUMMIT, OHIO

Situated in the City of Macedonia, County of Summit and State of Ohio and known as being a **1.1339 acres (49,393 sq.ft.) Perpetual Access & Utility Easement** lying within a 7.9189 acres (Surveyed) Parcel #1 as shown on the "Lot Split Plat w/Easement for Clarence G. Issenmann, Bishop of Cleveland" part of Original Northfield Township, Lot #4 as recorded in Plat Book # _____, Page _____ of Summit Count Records and conveyed to Clarence G. Issenmann, Bishop of Cleveland by deed dated February 24, 1965 as recorded in Volume 4302, Page 392, (PP #3302613) of Macedonia County Deed Records and further bounded and described as follows;

Beginning at a 5/8" iron pin set marking the intersection of the Northerly line of said Parcel #1, Clarence G. Issenmann, Bishop of Cleveland's land (PP #3302613) with the Westerly sideline of Shepard Road (50 feet wide);

Thence **South 00°33'24" East**, along said Westerly sideline of Shepard Road, a distance of **186.57 feet** to a point and the **Principal Place of Beginning of the Premises** herein intended to be described;

Course 1 Thence continuing **South 00°33'24" East**, along said Westerly sideline of Shepard Road, a distance of **63.43 feet** to a 5/8" iron pin set on the Southerly line of said Parcel #1, Clarence G. Issenmann, Bishop of Cleveland's land (PP #3302613);

Course 2 Thence **North 89°33'36" West**, along said Southerly line of Parcel #1, Clarence G. Issenmann, Bishop of Cleveland's land (PP #3302613), a distance of **950.00 feet** to a 5/8" iron pin set at the Southeasterly corner of a 2.9839 acres Parcel #1A of said "Lot Split Plat w/Easement for Clarence G. Issenmann, Bishop of Cleveland";

Legal Description

Page 2 of 2

- Course 3** Thence **North 00°33'24" West**, along the Easterly line of said Parcel #1A, a distance of **73.22 feet** to a point;
- Course 4** Thence **South 60°07'59" East**, a distance of **47.58 feet** to a point;
- Course 5** Thence **South 89°33'36" East**, parallel with and at a perpendicular distance of 49.83 feet North of said Southerly line of Parcel #1, Clarence G. Issenmann, Bishop of Cleveland's land (PP #3302613), a distance of **677.44 feet** to a point;
- Course 6** Thence **North 87°04'44" East**, a distance of **231.68 feet** to the **Principal Place of Beginning** and containing **1.1339 acres (49,393 sq.ft.)** of land as calculated and described from Summit County Records by Donald F. Sheehy, Registered Surveyor #7849 of Chagrin Valley Engineering, Ltd. in June, 2019, be the same, more or less;

Iron pins set are 5/8" x 30" iron pin set (capped "D.F. Sheehy, S-7849").

Basis of Bearing for this legal description is **North 00°33'24" West** as the centerline of Shepard Road C.H. 23 (50 feet wide) as evidenced by monuments found and is the same as calculated and reproduced based on the Ohio State Plane Coordinate System, North Zone, by ties to the O.D.O.T. VRS Network and are to indicate angles only.

File #16118 OLOG - ESMT
June 25, 2016 (jaw)

ORIGINATOR: ADMINISTRATION

SPONSOR: _____

**CITY OF MACEDONIA
ORDINANCE NO. 45 - 2020**

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ACQUIRE AN INTEREST IN CERTAIN REAL
PROPERTY LOCATED AT 9080 SHEPARD ROAD**

WHEREAS, City desires to acquire an interest in a portion of the real property currently known as the rear portion of P.P.N. 33-02613 located at 9080 Shepard Road, Macedonia, Ohio, being approximately 2.9839 acres of real property; and

WHEREAS, the City intends to acquire such property for a stormwater improvement project.

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

Section 1. That the Mayor is hereby and herein authorized to enter into a real estate purchase agreement substantially similar to the document attached as Exhibit “A” and incorporated herein by reference, or other agreement, to acquire a fee simple or other interest in the real property currently known as the rear portion of P.P.N. 33-02613 located at 9080 Shepard Road, Macedonia, Ohio, being approximately 2.9839 acres of real property for a nominal amount, with the understanding that, as part of the acquisition of property.

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: _____
Amanda Trzaska, Clerk of Council

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

July 20, 2020

Re: Highland Road Resurfacing

Dear, Mayor Molnar,

The City has received five (5) bid proposal for the project known as the Highland Road Resurfacing. I have reviewed the bid proposals and have identified the lowest and best bid proposal as that being submitted by NES Corporation, in the amount of \$253,861.00. References have been successfully checked. I am therefore recommending that NES Corporation be awarded the contract for Highland Road Resurfacing.

Respectfully Submitted,



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

Cc: Members of Council
Law Director Guidetti
John M. Veres, CPA, Director of Finance

attachments

BID TABULATION
Highland Road Resurfacing
City of Macedonia

DATE: July 10, 2020

CVE JOB NO. 19280 Engineer's Estimate \$370,000.00

ITEM	DESCRIPTION	UNIT	QTY.	NES Corp		Specialized Construction Incorporated	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	PAVEMENT PLANING	SY	8,000	\$3.00	\$24,000.00	\$4.50	\$36,000.00
2	FULL DEPTH ASPHALT BASE REPAIRS	SY	40	\$62.00	\$2,480.00	\$45.00	\$1,800.00
3	SUBGRADE REMOVAL AND REPLACEMENT	CY	25	\$80.00	\$2,000.00	\$11.00	\$275.00
4	TRANSVERSE UNDERDRAIN	LF	100	\$30.00	\$3,000.00	\$9.00	\$900.00
5	PRE-CHIP SEAL	SY	8,000	\$2.10	\$16,800.00	\$2.50	\$20,000.00
6	1.50" ASPHALT INTER. COURSE	CY	333	\$118.00	\$39,294.00 *	\$155.00	\$51,615.00
7	1.50" ASPHALT SURFACE COURSE	CY	333	\$139.00	\$46,287.00	\$183.00	\$60,939.00
8	PAVEMENT MARKINGS	LUMP	1	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00
9	CONCRETE CURB REPAIRED	LF	200	\$55.00	\$11,000.00	\$55.00	\$11,000.00
10	LOOP DETECTOR REPLACEMENT	EACH	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
11	MANHOLE OR CATCH BASIN ADJUST TO GRADE	EACH	10	\$850.00	\$8,500.00	\$650.00	\$6,500.00
12	VALVE OR MONUMENT BOX ADJUST TO GRADE	EACH	10	\$650.00	\$6,500.00	\$40.00	\$400.00
13	MANHOLE OR CATCH BASIN RECONSTRUCT TO GRADE	EACH	5	\$1,400.00	\$7,000.00	\$1,600.00	\$8,000.00
14	MISCELLANEOUS METAL	LBS	2,000	\$1.50	\$3,000.00	\$1.50	\$3,000.00
15	MAINTENANCE OF TRAFFIC	LUMP	1	\$13,000.00	\$13,000.00	\$9,200.00	\$9,200.00
16	12" ROAD CROSSOVER CULVERT	LF	60	\$90.00	\$5,400.00	\$35.00	\$2,100.00
17	6" UNDERDRAIN	LF	200	\$15.00	\$3,000.00	\$10.50	\$2,100.00
18	ASPHALT PAVEMENT SURFACE TREATMENT	SY	8,000	\$1.00	\$8,000.00	\$1.20	\$9,600.00
19	CURB RAMP	SF	100	\$40.00	\$4,000.00	\$45.00	\$4,500.00
20	CONCRETE WALK	SF	100	\$11.00	\$1,100.00	\$15.00	\$1,500.00
21	VOID REDUCING ASPHALT MEMBRANE	LF	2,000	\$3.50	\$7,000.00	\$2.99	\$5,980.00
22	PARTIAL DEPTH ASPHALT BASE REPAIR	SY	200	\$40.00	\$8,000.00	\$15.00	\$3,000.00
23	LAW ENFORCEMENT OFFICER ALLOWANCE	EACH	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
24	INSPECTION ALLOWANCE	EACH	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
TOTAL PROJECT COST				TOTAL	\$253,861.00 *	TOTAL	\$269,909.00
				COMPLETION DATE: 9/15/2020	COMPLETION DATE: 9/1/2020		
				EARLIEST START DATE: 8/1/2020	EARLIEST START DATE: 15 days from notice		

Clerical error *

ITEM	DESCRIPTION	UNIT	QTY.	Perrin Asphalt Company		Barbicas Paving, LLC	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	PAVEMENT PLANING	SY	8,000	\$3.00	\$24,000.00	\$3.25	\$26,000.00
2	FULL DEPTH ASPHALT BASE REPAIRS	SY	40	\$400.00	\$16,000.00	\$100.00	\$4,000.00
3	SUBGRADE REMOVAL AND REPLACEMENT	CY	25	\$100.00	\$2,500.00	\$85.00	\$2,125.00
4	TRANSVERSE UNDERDRAIN	LF	100	\$20.00	\$2,000.00	\$35.00	\$3,500.00
5	PRE-CHIP SEAL	SY	8,000	\$2.55	\$20,400.00	\$2.50	\$20,000.00
6	1.50" ASPHALT INTER. COURSE	CY	333	\$155.00	\$51,615.00	\$180.00	\$59,940.00
7	1.50" ASPHALT SURFACE COURSE	CY	333	\$175.00	\$58,275.00	\$180.00	\$59,940.00
8	PAVEMENT MARKINGS	LUMP	1	\$7,500.00	\$7,500.00	\$3,500.00	\$3,500.00
9	CONCRETE CURB REPAIRED	LF	200	\$40.00	\$8,000.00	\$55.00	\$11,000.00
10	LOOP DETECTOR REPLACEMENT	EACH	1	\$1,600.00	\$1,600.00	\$1,500.00	\$1,500.00
11	MANHOLE OR CATCH BASIN ADJUST TO GRADE	EACH	10	\$650.00	\$6,500.00	\$800.00	\$8,000.00
12	VALVE OR MONUMENT BOX ADJUST TO GRADE	EACH	10	\$300.00	\$3,000.00	\$250.00	\$2,500.00
13	MANHOLE OR CATCH BASIN RECONSTRUCT TO GRADE	EACH	5	\$2,000.00	\$10,000.00	\$1,400.00	\$7,000.00
14	MISCELLANEOUS METAL	LBS	2,000	\$2.00	\$4,000.00	\$1.75	\$3,500.00
15	MAINTENANCE OF TRAFFIC	LUMP	1	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00
16	12" ROAD CROSSOVER CULVERT	LF	60	\$150.00	\$9,000.00	\$85.00	\$5,100.00
17	6" UNDERDRAIN	LF	200	\$15.00	\$3,000.00	\$14.50	\$2,900.00
18	ASPHALT PAVEMENT SURFACE TREATMENT	SY	8,000	\$1.70	\$13,600.00	\$1.10	\$8,800.00
19	CURB RAMP	SF	100	\$15.00	\$1,500.00	\$45.00	\$4,500.00
20	CONCRETE WALK	SF	100	\$15.00	\$1,500.00	\$15.00	\$1,500.00
21	VOID REDUCING ASPHALT MEMBRANE	LF	2,000	\$3.15	\$6,300.00	\$2.50	\$5,000.00
22	PARTIAL DEPTH ASPHALT BASE REPAIR	SY	200	\$25.00	\$5,000.00	\$28.00	\$5,600.00
23	LAW ENFORCEMENT OFFICER ALLOWANCE	EACH	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
24	INSPECTION ALLOWANCE	EACH	1	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
TOTAL PROJECT COST				TOTAL	\$305,290.00	TOTAL	\$305,905.00
				Completion date: 20 days	Completion date: 9/1/2020		
				Earliest Start Date: 20 days after award	Earliest Start Date: 7/11/2020		

Chagrin Valley Paving, Inc.

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
1	PAVEMENT PLANING	SY	8,000	\$3.00	\$24,000.00
2	FULL DEPTH ASPHALT BASE REPAIRS	SY	40	\$150.00	\$6,000.00
3	SUBGRADE REMOVAL AND REPLACEMENT	CY	25	\$10.00	\$250.00
4	TRANSVERSE UNDERDRAIN	LF	100	\$50.00	\$5,000.00
5	PRE-CHIP SEAL	SY	8,000	\$2.44	\$19,520.00
6	1.50" ASPHALT INTER. COURSE	CY	333	\$160.00	\$53,280.00
7	1.50" ASPHALT SURFACE COURSE	CY	333	\$180.00	\$59,940.00
8	PAVEMENT MARKINGS	LUMP	1	\$10,000.00	\$10,000.00
9	CONCRETE CURB REPAIRED	LF	200	\$100.00	\$20,000.00
10	LOOP DETECTOR REPLACEMENT	EACH	1	\$1,500.00	\$1,500.00
11	MANHOLE OR CATCH BASIN ADJUST TO GRADE	EACH	10	\$1,500.00	\$15,000.00
12	VALVE OR MONUMENT BOX ADJUST TO GRADE	EACH	10	\$1,000.00	\$10,000.00
13	MANHOLE OR CATCH BASIN RECONSTRUCT TO GRADE	EACH	5	\$2,250.00	\$11,250.00
14	MISCELLANEOUS METAL	LBS	2,000	\$1.50	\$3,000.00
15	MAINTENANCE OF TRAFFIC	LUMP	1	\$77,300.00	\$77,300.00
16	12" ROAD CROSSOVER CULVERT	LF	60	\$250.00	\$15,000.00
17	6" UNDERDRAIN	LF	200	\$50.00	\$10,000.00
18	ASPHALT PAVEMENT SURFACE TREATMENT	SY	8,000	\$1.01	\$8,080.00
19	CURB RAMP	SF	100	\$50.00	\$5,000.00
20	CONCRETE WALK	SF	100	\$20.00	\$2,000.00
21	VOID REDUCING ASPHALT MEMBRANE	LF	2,000	\$3.00	\$6,000.00
22	PARTIAL DEPTH ASPHALT BASE REPAIR	SY	200	\$50.00	\$10,000.00
23	LAW ENFORCEMENT OFFICER ALLOWANCE	EACH	1	\$10,000.00	\$10,000.00
24	INSPECTION ALLOWANCE	EACH	1	\$15,000.00	\$15,000.00
TOTAL PROJECT COST				TOTAL	\$397,120.00
				Completion date: 9/1/2020	
				Earliest Start Date: 7/20/2020	

ORIGINATOR: ADMINISTRATION

SPONSOR: _____

**CITY OF MACEDONIA
ORDINANCE NO. 46 – 2020**

**AN EMERGENCY ORDINANCE
AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT
WITH NES CORPORATION FOR THE RESURFACING OF HIGHLAND ROAD**

WHEREAS, it has already been deemed necessary and in the best interest of the health, safety and welfare of all the City residents to resurface Highland Road within the City of Macedonia; and

WHEREAS, the City previously advertised for bids pursuant to Council authorization in order to resurface Highland Road in the City of Macedonia, in an amount not to exceed the Engineer's estimate of Three Hundred Seventy Thousand Dollars (\$370,000.00).

WHEREAS, pursuant to law, bids were advertised and received by the City and opened on July 10, 2020; and

WHEREAS, it is found and determined that the bid of NES Corporation ("NES") is the best and lowest bid with regards to the resurfacing of Highland Road and Council therefore wishes to authorize the Mayor to enter into a contract with that company.

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 submitted by NES for the resurfacing of Highland Road in the amount of Two Hundred Fifty Three Thousand Eight Hundred Sixty-One Dollars (\$253,861.00), which is deemed to be the lowest and best bid, as set forth in the bid documents attached hereto as Exhibit "A" and incorporated herein by reference, and enters into a contract with NES 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 were adopted in an open meeting of this Council, and that all deliberations of Council, and of any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. Wherefore, this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, convenience and welfare of the City of Macedonia and the inhabitants thereof, for the reason that it provides for the daily operation of a municipal department, and provided it receives the affirmative vote of four (4) or more of the members elected or appointed to this Council, it shall take effect and be in force from and after the earliest period allowed by law

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
 Nicholas Molnar

ATTEST: _____
 Amanda Trzaska, Clerk of Council