



A G E N D A REGULAR MEETING OF COUNCIL

January 14th, 2021
Work Session 6:30 PM
Public Hearing 7:15 PM
Council Meeting 7:30 PM

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

Pledge of Allegiance by Mayor Nick Molnar

Approval of Minutes Regular Meeting December 10th, 2020

Election of Council Officers

Election of Council Representative to the Parks & Recreation Commission

I. PUBLIC COMMENTS

II. PENDING &/OR NEW LEGISLATION

ORD. NO. 69 -2020[D. FINLEY]

AN ORDINANCE AMENDING CHAPTER 1133 OF THE CODIFIED ORDINANCES OF THE CITY OF MACEDONIA RELATIVE TO SIGN REGULATIONS

1st Read 11-12-2020
2nd Read 12-10-2020
3rd Read

RESO. NO. 86 -2020[D. FINLEY]

A RESOLUTION OPPOSING THE OHIO GOVERNOR'S COVID-19 EXECUTIVE ORDERS

1st Read 12-10-2020
2nd Read
3rd Read

ORD. NO. 87 -2020[V. VENTURA]

AN ORDINANCE CREATING CHAPTER 1387 OF THE CITY OF MACEDONIA'S CODIFIED ORDINANCES RELATIVE TO PORTABLE, ON-DEMAND STORAGE DEVICES ("PODS"), CONSTRUCTION DUMPSTERS AND DUMPSTER BAGS

1st Read 12-10-2020.
2nd Read
3rd Read

RESO. NO. 1 -2021

AN EMERGENCY RESOLUTION AUTHORIZING THE ADVANCE OF LOCAL TAXES BY THE SUMMIT COUNTY FISCAL OFFICE TO THE CITY OF MACEDONIA FOR 2020 TAX YEAR PAYABLE IN 2021

1st Read
2nd Read
3rd Read

ORD. NO. 2 -2021

AN EMERGENCY ORDINANCE RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MACEDONIA AND THE MACEDONIA FIREFIGHTERS, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 3947 FOR THE YEARS 2020, 2021, AND 2022

1st Read
2nd Read
3rd Read

ORD. NO. 3 -2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE SUMMIT SOIL AND WATER CONSERVATION DISTRICT AND THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR ASSISTANCE IN IMPLEMENTING SOIL AND WATER CONSERVATION MEASURES

1st Read
2nd Read
3rd Read

ORD. NO. 4 -2021

AN EMERGENCY ORDINANCE ESTABLISHING THE COMPENSATION SCHEDULE FOR THE NON-UNION CITY EMPLOYEES OF MACEDONIA EFFECTIVE JANUARY 1, 2021

1st Read
2nd Read
3rd Read

III. MOTIONS / OTHER LEGISLATIVE ACTION

IV. Correspondence

V. Mayor's Report

VI. Committee Reports

VII. Department Reports

VIII. Unfinished Business

IX. New Business

XI. Executive Session Regarding Personnel

XII. Adjournment

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

*Public Comment for the January 14th 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 January 13th, 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

<h1 style="margin: 0;">January</h1>						
<h2 style="margin: 0;">2021</h2>						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	Mayors Court	5	6	7	8
10	11	Mayors Court	12	13	14	15
				-City Council Work Session -Public Hearing @ 7:15 - City Council Meeting (All Virtual)	16	
17	18	Mayors Court	19	20	21	22
	-Martin Luther King Jr. Day -Planning Commission Monthly meeting		-Parks & Rec Commission -BZA Meeting			23
24	25	Mayors Court	26	27	28	29
				-City Council Work Session -City Council Meeting (All Virtual)	30	
31						

-End

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1 Presiding Officer, Mayor Nick Molnar called the December 10th, 2020 regular meeting to order at
2 7:30PM.
3

4 **Present:** Council members Jessica Brandt, Dave Finley, Jeff Garvas, Jan Tulley and Vini J.
5 Ventura; Law Director Mark Guidetti and Council Clerk Amanda Trzaska.

6 **Absent: none**
7

8 **PLEDGE OF ALLEGIANCE** Lead by Mayor Nick Molnar
9

10 **APPROVAL OF MINUTES** Mrs. Tulley moved, Mr. Garvas seconded, and motion carried
11 unanimously on a voice vote to approve the minutes from the Regular meeting on November 12th, 2020 &
12 Special Meeting from December 3rd, 2020. There was a nay from Mr. Ventura as he did not have the
13 adequate time to read the minutes due to the lengthy amount of legislation and his work schedule. A
14 discussion of getting the minutes out earlier was suggested.
15

16 **PUBLIC COMMENTS: NONE**
17

18 **INTRODUCTION, READINGS & ADOPTION OF LEGISLATION**
19

20 **ORDINANCE. NO. 69-2020**

21 AN ORDINANCE AMENDING CHAPTER 1133 OF THE CODIFIED ORDINANCES OF THE CITY
22 OF MACEDONIA RELATIVE TO SIGN REGULATIONS was **offered by Mr. Finley** for its Second
23 reading by title only.
24

25 Relative to Ord. 69-2020: Cleaning up the ordinance language. A public hearing will be required and will
26 be held during our January 14th, 2021 meeting at 7:15PM
27

28 **ORDINANCE. NO. 74-2020**

29 AN ORDINANCE PROVIDING FOR THE 2021 ANNUAL APPROPRIATIONS FOR THE CITY OF
30 MACEDONIA, OHIO was **offered by Mrs. Tulley** for its third and final reading by title only. **Second by**
31 **Ms. Brandt** carried unanimously on a voice vote.
32

33 Mrs. Tulley moved, Ms. Brandt seconded, and motion carried unanimously on voice vote to adopt **ORD.**
34 **NO. 74-2020** and post according to law. **ORD. NO. 74-2020 declared and adopted**
35

36 Roll Call: All aye, Finley nay.
37
38

39 **ORDINANCE. NO. 75-2020**

40 AN ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCELS OF REAL
41 PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO
42 BE MADE WHICH DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF
43 THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF
44 TAXES, ESTABLISHING A CLEANLAND MUNICIPAL PUBLIC IMPROVEMENT TAX
45 INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS
46 PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43; AND
47 DECLARING AN EMERGENCY was **offered by Ms. Brandt** for its second and third readings.
48 **Second by Mr. Ventura** carried unanimously on a voice vote.
49

50 Ms. Brandt moved, Mr. Ventura seconded, and motion carried unanimously on voice vote to adopt **ORD.**
51 **NO. 75-2020** and post according to law. **ORD. NO. 75-2020 declared and adopted**
52
53

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54 **ORDINANCE. NO. 78-2020**

55 AN ORDINANCE AMENDING SECTION 537.16 OF THE CODIFIED ORDINANCES
56 OF THE CITY OF MACEDONIA RELATIVE TO THE DISTRIBUTION, POSSESSION, AND USE
57 OF CIGARETTES, VAPOR PRODUCTS, OR OTHER TOBACCO PRODUCTS was **offered by Mr.**
58 **Ventura** for its second and third readings. **Second by Mr. Finley** carried unanimously on a voice vote.

59
60 Relative to ORD.78-2020: This ordinance will make it so that any offences that occur will be dealt with at
61 the local level, not the state level.

62
63 Mr. Ventura moved, Mr. Finley seconded, and motion carried unanimously on voice vote to adopt **ORD.**
64 **NO. 78-2020** and post according to law. **ORD. NO. 78-2020 declared and adopted**

65
66
67 **ORDINANCE. NO. 79-2020**
68 AN ORDINANCE AMENDING ORDINANCE NO. 92-2019 RELATIVE TO CURRENT EXPENSES
69 AND OTHER EXPENDITURES OF THE CITY OF MACEDONIA FOR THE PERIOD OF JANUARY
70 1, 2020 TO DECEMBER 31, 2020 was **offered by Mrs. Tulley** and moved Council waive the
71 requirement that it be read by title on three different days, instructing the Clerk to read it by title only for
72 all three readings. **Second by Mr. Garvas** carried unanimously on a voice vote.

73
74 Mrs. Tulley moved, Mr. Garvas seconded, and motion carried unanimously on voice vote to adopt **ORD.**
75 **NO. 79-2020** and post according to law. **ORD. NO. 79-2020 declared and adopted**

76
77
78 **ORDINANCE. NO. 80-2020**
79 AN ORDINANCE APPROVING USE OF THE CITY OF MACEDONIA PLANNED CAPITAL
80 PURCHASE PROGRAM FOR CERTAIN PLANNED CAPITAL PURCHASES was **offered by Mr.**
81 **Finley** and moved Council waive the requirement that it be read by title on three different days,
82 instructing the Clerk to read it by title only for all three readings. **Second by Ms. Brandt** carried
83 unanimously on a voice vote.

84
85 Relative to ORD.80-2020: Monies are being set aside for long range purchases.

86
87 Mr. Finley moved, Ms. Brandt seconded, and motion carried unanimously on voice vote to adopt **ORD.**
88 **NO. 80-2020** and post according to law. **ORD. NO. 80-2020 declared and adopted**

89
90
91 **ORDINANCE. NO. 81-2020**
92 AN ORDINANCE AMENDING ORDINANCE NO. 69-2019 RELATIVE TO THE COMPENSATION
93 SCHEDULE FOR THE NON-UNION CITY EMPLOYEES OF MACEDONIA was **offered by Mr.**
94 **Garvas** and moved Council waive the requirement that it be read by title on three different days,
95 instructing the Clerk to read it by title only for all three readings. **Second by Ms. Brandt** carried
96 unanimously on a voice vote.

97
98 Relative to ORD 81-2020: Updating the compensation for our HR director, who has put in countless
99 hours and efforts and has been over-due for this rate change. All other non-union employees will receive a
100 2% pay increase across the board to all levels.

101
102 Mr. Garvas moved, Ms. Brandt seconded, and motion carried unanimously on voice vote to adopt **ORD.**
103 **NO. 81-2020** and post according to law. **ORD. NO. 81-2020 declared and adopted**

104
105
106 **RESOLUTION. NO. 82-2020**
107 A RESOLUTION AUTHORIZING THE DISPOSITION OF CERTAIN MUNICIPAL PROPERTY BY
108 THE PARKS AND RECREATION DEPARTMENT OF THE CITY OF MACEDONIA IN

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109 ACCORDANCE WITH OHIO REVISED CODE SECTION 721.15 was **offered by Ms. Brandt** and
110 moved Council waive the requirement that it be read by title on three different days, instructing the Clerk
111 to read it by title only for all three readings. **Second by Mr. Ventura** carried unanimously on a voice
112 vote.

113
114 Ms. Brandt moved, Mr. Ventura seconded, and motion carried unanimously on voice vote to adopt
115 **RESO. NO. 82-2020** and post according to law. **RESO. NO. 82-2020 declared and adopted**
116

117
118 **ORDINANCE. NO. 83-2020**

119 AN ORDINANCE AUTHORIZING THE MAYOR TO PURCHASE VEHICLES AND EQUIPMENT
120 FOR THE CITY OF MACEDONIA SERVICE DEPARTMENT was **offered by Mr. Garvas** and moved
121 Council waive the requirement that it be read by title on three different days, instructing the Clerk to read
122 it by title only for all three readings. **Second by Mr. Finley** carried unanimously on a voice vote.

123
124 Relative to ORD 83-2020: Mr. Garvas is Amending for the first whereas clause where it states Fire
125 Department to say Service Dept.

126
127 Mr. Garvas moved, Mr. Finley seconded, and motion carried unanimously on voice vote to adopt **ORD.**
128 **NO. 83-2020** and post according to law. **ORD. NO. 83-2020 declared and adopted**
129

130
131 **ORDINANCE. NO. 84-2020**

132 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH
133 KEYBANK TO FINANCE EQUIPMENT AND VEHICLES FOR THE SERVICE DEPARTMENT was
134 **offered by Mrs. Tulley** and moved Council waive the requirement that it be read by title on three
135 different days, instructing the Clerk to read it by title only for all three readings. **Second by Ms. Brandt**
136 carried unanimously on a voice vote.

137
138 Relative to ORD 84-2020: This ordinance is for the actual purchase of the vehicles and equipment, Mr.
139 Veres was able to get this at a 1.3% interest rate.

140
141 Mrs. Tulley moved, Ms. Brandt seconded, and motion carried unanimously on voice vote to adopt **ORD.**
142 **NO. 84-2020** and post according to law. **ORD. NO. 84-2020 declared and adopted**
143

144 **RESOLUTION. NO. 85-2020**

145 A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF JEFF GARVAS TO SERVE
146 AS A MEMBER OF THE BOARD OF DIRECTORS OF THE NORTHFIELD CENTER TOWNSHIP-
147 MACEDONIA JOINT ECONOMIC DEVELOPMENT DISTRICT was **offered by Mr. Ventura** and
148 moved Council waive the requirement that it be read by title on three different days, instructing the Clerk
149 to read it by title only for all three readings. **Second by Mrs. Tulley** carried unanimously on a voice vote
150

151 Roll Call: Mr. Garvas abstains, all ayes

152
153 Mr. Ventura moved, Mrs. Tulley seconded, and motion carried unanimously on voice vote to adopt
154 **RESO.NO.85-2020** and post according to law. **RESO. NO. 85-2020 declared and adopted**
155

156 **RESOLUTION. NO. 86-2020**

157 A RESOLUTION OPPOSING THE OHIO GOVERNOR'S COVID-19 EXECUTIVE ORDERS was
158 **offered by Mr. Finley** for a first reading by title only. A second is not required.
159

160 Relative to ORD 86-2020: Councilman Finley "I understand that for some this is controversial; however,
161 with rational and dispassionate discourse I hope that you will see that this resolution is needed and
162 reasonable. Governor DeWine has used his office abusively to take Ohioans hostage. We cringe each

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163 week to see what he will do next to take away our freedoms and economic livelihoods. I have spoken to
164 business owners in town and they are constantly wasting resources to stay open and meet his ever-
165 changing demands with the fear that they could be shut down the next day. This is no way to do business
166 and several folks are struggling and closing up for good.

167
168 Do we want to live in a society where basic freedoms are conditional on the decisions of politicians
169 enthralled to our Public Health advisors, most who couldn't hack in medical school but found a home in
170 government to feel important in public society? Is it worth it? I say no. Guidance is acceptable, voluntary
171 isolation is fine and strongly recommended for those that are more susceptible to hospitalization, but
172 coercion is not acceptable and there is no moral or principled justification for it. What kind of life do we
173 think we are protecting? There is more to life than the avoidance of death. Life is a drink with friends, a
174 crowded football game, or a live concert. Life is family celebration with children and grandchildren, life
175 is companionship, an arm around ones back, laughter or tears shared at less than six feet. These are not
176 optional extras; these are life itself. These are fundamental to our humanity as social beings. A mere
177 biological life is just not worth living.

178 However, opposing the Governor's mandates is not a useful endeavor, if we cannot provide a rational
179 alternative that we can agree on. As such, I would like for Council to recommend that the Governor back
180 away from his current handling of the pandemic and adopt the principals outlined in The Great Barrington
181 Declaration, so named for the city in Massachusetts where it was signed by three infectious disease
182 epidemiologists. They did so because they have grave concerns about the damaging physical and mental
183 impacts of the prevailing COVID 19 policies and recommend an approach called focused protection.

184
185 What I want to close with for my fellow council members, is that people who are living in irrational fear
186 of the virus already have their representatives, the entire entertainment world, the media, virtually all of
187 the political class, for the rest of us, we have almost no one. People's family members who have died
188 because their routine procedures were canceled or people who have poured their hearts and everything,
189 they have to start a business to see it crushed and destroyed. Or people who think they can best judge for
190 themselves what life they want to live, have no one to speak for them and no one will speak for them
191 except us. Some people will hate you for it and call you a grandma killer, the automatons that can do
192 nothing but repeat CBS news talking points will think we are terrible. The rest will consider us heroes.
193 There is no one coming to rescue, we must be the voice of the voiceless, because if it is not us, it will be
194 no one. I hope that we can coalesce and pass this Resolution. I also would like the Residents provide their
195 thoughts on this Resolution. Any correspondence regarding this Resolution should be sent to the Clerk of
196 Council, Ms. Trzaska."

197
198 **Great Barrington Declaration Text:**

199 The Great Barrington Declaration – As infectious disease epidemiologists and public health
200 scientists we have grave concerns about the damaging physical and mental health impacts of the
201 prevailing COVID-19 policies, and recommend an approach we call Focused Protection.

202 Coming from both the left and right, and around the world, we have devoted our careers to
203 protecting people. Current lockdown policies are producing devastating effects on short and
204 long-term public health. The results (to name a few) include lower childhood vaccination rates,
205 worsening cardiovascular disease outcomes, fewer cancer screenings and deteriorating mental
206 health – leading to greater excess mortality in years to come, with the working class and younger
207 members of society carrying the heaviest burden. Keeping students out of school is a grave
208 injustice.

209 Keeping these measures in place until a vaccine is available will cause irreparable damage, with
210 the underprivileged disproportionately harmed.

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211 Fortunately, our understanding of the virus is growing. We know that vulnerability to death from
212 COVID-19 is more than a thousand-fold higher in the old and infirm than the young. Indeed, for
213 children, COVID-19 is less dangerous than many other harms, including influenza.

214 As immunity builds in the population, the risk of infection to all – including the vulnerable –
215 falls. We know that all populations will eventually reach herd immunity – i.e. the point at which
216 the rate of new infections is stable – and that this can be assisted by (but is not dependent upon) a
217 vaccine. Our goal should therefore be to minimize mortality and social harm until we reach herd
218 immunity.

219 The most compassionate approach that balances the risks and benefits of reaching herd
220 immunity, is to allow those who are at minimal risk of death to live their lives normally to build
221 up immunity to the virus through natural infection, while better protecting those who are at
222 highest risk. We call this Focused Protection.

223 Adopting measures to protect the vulnerable should be the central aim of public health responses
224 to COVID-19. By way of example, nursing homes should use staff with acquired immunity and
225 perform frequent testing of other staff and all visitors. Staff rotation should be minimized.
226 Retired people living at home should have groceries and other essentials delivered to their home.
227 When possible, they should meet family members outside rather than inside. A comprehensive
228 and detailed list of measures, including approaches to multi-generational households, can be
229 implemented, and is well within the scope and capability of public health professionals.

230 Those who are not vulnerable should immediately be allowed to resume life as normal. Simple
231 hygiene measures, such as hand washing and staying home when sick should be practiced by
232 everyone to reduce the herd immunity threshold. Schools and universities should be open for in-
233 person teaching. Extracurricular activities, such as sports, should be resumed. Young low-risk
234 adults should work normally, rather than from home. Restaurants and other businesses should
235 open. Arts, music, sport and other cultural activities should resume. People who are more at risk
236 may participate if they wish, while society as a whole enjoys the protection conferred upon the
237 vulnerable by those who have built up herd immunity.

238 *On October 4, 2020, this declaration was authored and signed in Great Barrington, United*
239 *States, by:*

240 **Dr. Martin Kulldorff**, professor of medicine at Harvard University, a biostatistician, and
241 epidemiologist with expertise in detecting and monitoring infectious disease outbreaks and
242 vaccine safety evaluations.

243 **Dr. Sunetra Gupta**, professor at Oxford University, an epidemiologist with expertise in
244 immunology, vaccine development, and mathematical modeling of infectious diseases.

245 **Dr. Jay Bhattacharya**, professor at Stanford University Medical School, a physician,
246 epidemiologist, health economist, and public health policy expert focusing on infectious diseases
247 and vulnerable populations.

248

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249

250

251 **ORDINANCE. NO. 87-2020**

252 AN ORDINANCE CREATING CHAPTER 1387 OF THE CITY OF MACEDONIA'S CODIFIED
253 ORDINANCES RELATIVE TO PORTABLE, ON-DEMAND STORAGE DEVICES ("PODS"),
254 CONSTRUCTION DUMPSTERS AND DUMPSTER BAGS was **offered by Mr. Ventura** for a first
255 reading by title only. A second is not required.

256

257 Relative to ORD 87-2020: This ordinance would make it so anyone utilizing a POD would need to get a
258 permit. If the POD will be on the property for an extensive period, they would need to let the city know
259 and this would adjust the permit.

260

261 **MOTIONS / OTHER LEGISLATIVE ACTION** none

262

263 **CORRESPONDENCE** none

264

265 **MAYOR'S REPORT**

266

267 - Happy Hanukkah

268 - November 30th, 2020- there was a huge snowstorm. Service department usually has 16 full time
269 employees, they are only working with 8. This was not an easy job for them to accomplish,
270 however they did great! Thank you for your hard work!

271 - Shop Local! The local businesses need your help!

272 - Joyce Hunt runs the Emergency Assistant center, they need help. If you can help, please do so!
273 Counselor Ventura helps at least once a week. Any donation or assistance is appreciated. It is a
274 great program.

275 - We are in receipt of a grant for our Seniors! \$25,000! Thank you to Cheri Kuzma for finding this
276 grant and applying for it! This will do many wonders for our seniors.

277 - Operation Blue Santa: This was spearheaded by Sgt. Costello. With the help of Walmart, Hobby
278 Lobby, Lowes, and Home Depot, a family was nominated and received amazing Christmas gifts!

279 - Do not drive distracted.

280

281

COMMITTEE REPORTS

282

283 **Parks & Recreation** Had their final meeting, hot tub will be fixed. Councilwoman Brandt does not know
284 if she will be the Parks and Rec representative for council next year.

285 **Cemetery Committee** none

286

DEPARTMENT REPORTS

288 **Service Department:** Director Hnottavange- Said that the Mayor was ready at a moment notice to jump
289 in a truck to help during the snowstorm. With the 8 employees there are 6 plow routes. One group works
290 16 hours the other group works 16. It was difficult but had to be done. One of the main difficulties was
291 the downed trees, mainly on Rt 82. Crew was having to stop plowing and remove the trees. With the
292 snow melting, we are hoping to resume leaf collection. Starting on Shepard Rd then moving into the
293 Orange route. Do not forget that our website does show the leaf collection route www.macedonia.oh.us

294 **Engineer:** Director Gigliotti- Guadalupe detention pond is currently under construction. Happy Holidays!

295 **Parks and Recreation Department:** Jason Chadock- Thank you to service for keep up with the rec
296 center on the day of the storm. As well as the part-time staff. Thank you to Councilwoman Brandt.

297 Working on a new logo design for the park and rec department. Did receive our first ever grant! Will be
298 using that money towards a new software system. Have been able to partner with our local schools to get

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299 two new competitive diving boards. Working on getting the scheduling of the hot tub repair underway.
300 That will be a 6-8-week project. There is also a Deck your House contest going on!

301 **Finance Department:** Director Veres- Thank you to council for passage of all finance related legislation.
302 Have a safe and Happy Holidays.

303 **IT Department:** Director Collins- Happy and safe Holiday and New Year

304 **Fire Department:** Chief Ripley- Busy responding to calls. Happy holidays!

305 **Police Department:** Chief Golden- Thank you to Sgt. Costello for Operation Blue Santa. Some of the
306 donation money also came from No Shave November!

307 **Law Department:** Director Guidetti- Congrats to Director Smith. Happy Holidays!

308 **HR:** Director Smith- Thank you for passing the legislation. We are also finishing the final steps in the
309 transition to the new insurance for employees

310

311 **Unfinished Business: none**

312 .

313

314 **New Business:**

315 Mrs. Tulley: Happy holidays! This has been a trying year. Thank you for all your support! Looking
316 forward to 2021

317 Ms. Brandt: Thank you to all employees for all your hard work. Also, congratulations to everyone for
318 learning how to use teams!

319

320 There being no further business, the meeting was adjourned unanimously on voice vote at 8:31PM

321

322

323 **Date:** _____

324

325

326

Attest: _____
Amanda Trzaska, Clerk of Council

327

328

329

330 **Mayor:** _____

331 Nicholas Molnar

332

333

ORIGINATOR: ADMINISTRATION

SPONSOR: D. FINLEY

**CITY OF MACEDONIA
ORDINANCE NO. 69 -2020**

**AN ORDINANCE
AMENDING CHAPTER 1133 OF THE CODIFIED ORDINANCES OF THE CITY OF
MACEDONIA RELATIVE TO SIGN REGULATIONS**

WHEREAS, it is necessary and in the best interest of the health, safety and welfare of all City residents to amend Chapter 1133 and Chapter 1179 of the Codified Ordinances of the City of Macedonia relative to sign regulations; and

WHEREAS, a public hearing has been held upon at least thirty (30) days' notice pursuant to City Ordinance 1141.05.

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

Section 1. That Chapter 1133 of the Codified Ordinances of the City of Macedonia shall be amended to delete Section 1133.02(4)E. as set forth in the document attached hereto and incorporated by reference as Exhibit "A."

Section 2. That Section 1133.02(20.5) shall be amended as set forth in Exhibit "A" and renumbered as Section 1179.02

Section 3. That the remainder of the Codified Ordinances of the City of Macedonia shall not be amended unless inconsistent with this Ordinance.

Section 4. 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 5. 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 6. 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

1133.02 DEFINITIONS

(4) Building; structure.

~~E. "Sign" means any card, cloth, paper, metal, painted surface, glass, wooden, plaster, stone, or other sign of any kind or character whatsoever, placed for outdoor advertising or professional purposes on the ground or any tree, wall, bush, rock, post, fence, building, structure or anything whatsoever. "Placed" as used in this definition, includes erecting, constructing, posting, painting, tacking, nailing, gluing, sticking, carving or otherwise fastening, affixing or making visible in any manner whatsoever.~~

1179.02 DEFINITIONSSigns:

A. General.

1. "Sign" means any structure or any device attached to a structure, or painted, or represented directly or indirectly thereon intended to announce, direct or advertise. A sign may include banners, lights and other site or building features, and may be represented by words or letters, figures, symbols or characterizations, or other insignia or devices. Architectural features, either as part of the building or freestanding, are not considered signs and are thus exempt from these regulations. An architectural feature is any construction attending, but not an integral part of the sign, and which consists of landscape or building or structural forms complementing the site in general. A sign shall contain no moving parts except for changeable copy pursuant to Section 1179.05(m)-1179.11

2. "Sign area or dimension".

a. For a sign which is framed, outlined, painted and otherwise prepared and intended to provide a background for a sign display, the area dimensions shall include the entire portion within such background or frame.

b. For a sign comprised of individual letters, figures or elements on a wall or similar surface, or an irregular shaped freestanding sign, the area of the sign shall encompass a regular, or a combination of regular geometric shapes which form, or approximate, the perimeter of all the elements in the display. When separate elements are organized to form a single sign but the elements are separated by open space, the area shall be calculated by determining the geometric form or combination of forms which comprise all the display area including the space between the elements.

c. The sign area shall include the frame, but shall not include the pole or other structural support unless such pole or structural support is illuminated or otherwise so designated to constitute a display surface or device.

d. The height of a freestanding sign shall be measured from the average grade surrounding its point of attachment to the ground to the top of the highest most element. A wall sign or projecting sign shall be measured from the grade of the nearest street drive parking area or landscape surface.

e. A freestanding sign shall have no more than two display surfaces provided that the two display surfaces are arranged back-to-back and parallel to each other.

f. In the event there is a dispute in determining the sign area or any sign dimension, the Planning Commission shall have the responsibility for making such determination.

3. "Building frontage" means the length of the building or unit of the building which faces the principal street or the length of the wall of the ~~building or building or~~ unit which contains the ~~main-primary~~ building entrance to the uses therein. In the case of an irregular wall surface, a straight line extended along such wall surface shall be used to measure the length. Only one outside wall of any business shall be considered its frontage.

4. "Building unit" means that portion of a building which is owned or leased by a single tenant. The length of unit is that portion of the building so occupied by a single activity and calculated proportionally in the same manner as the building frontage.

B. Types of Signs; Physical Characteristics Definitions.

1. — 1. Banner shall mean any sign of cloth, plastic, canvas or similar nonrigid material that is customarily mounted on the walls of buildings or upon the hard surfaces of other structures on property.
2. Billboard shall mean any sign advertising, identifying or directing attention to any product, service, entertainment or commercial activity not offered upon the lot on which the sign is located.
3. Colors, primary are red, yellow and blue. Complementary colors are orange, purple and green. Gray, white and black are included as complementary colors for the purposes of this definition.
4. Directional sign means a sign directing or guiding traffic and parking on private property with no part of any such sign more than four feet above grade.
5. Dynamic display - any characteristics of a sign that appear to have movement or that appear to change, caused by any method other than physically removing and replacing the sign or its components, whether the apparent movement or change is in the display, the sign structure itself, or any other component of the sign. This includes a display that incorporates a technology or method allowing the sign face to change the image without having to physically or mechanically replace the sign face or its components. This also includes any rotating, revolving, moving, flashing, blinking, or animated display and any display that incorporates rotating panels, LED lights manipulated through digital input or any other method or technology that allows the sign face to present a series of images or displays. Dynamic displays, as defined above, include digital video displays and electronic message centers.
6. Flag shall mean any sign of cloth or similar material, anchored along one side, displayed from a single pole, either freestanding or attached to a building
7. "Free standing sign" means a sign which is supported from the ground or a structure, other than a building, or a pole. Signs supported by a pole are strictly prohibited.
8. ~~3.~~ "Identification" means a sign intended to announce or promote the use, activity, service or business on the premises and which may contain the name of the use, business or facility; address; telephone number; identification of the principal products, services or activities offered; hours of operation; directory of occupants; or prices of products or services offered.
9. — 4. "Instructional signs" means a sign intended to instruct employees, customers, or users as to specific parking requirements; the location or regulations pertaining to specific activities on the site or in the building; specific services offered, or methods of payments accepted. In residential districts, instructional signs may include security identification, no trespassing signs, signs identifying presence of animals, directing deliveries, etc.

10. —5. "Name plate" means a sign indicating only the name and address of the person, business, profession or activity occupying the lot, building(s) or part of the operation or maintenance of any equipment which is placed on the building or site.
11. Non-commercial opinion sign means any sign which does not advertise a product, good, business or service; or expresses one or multiple messages on one or more issues; or promotes any candidate, party, issue, levy, referendum or other matter eligible to be voted upon in any general, primary or special election.
12. Pole Sign shall mean any sign, other than a flag as herein defined, that is supported by a pole, poles, columns or other base or structure.
13. —2. "Portable" means a sign which is designed to be moved and is not permanently, or intended to be permanently, attached to a building, structure or the ground.
14. Project construction sign means a temporary sign identifying the name of a subdivision, building or public works project or facility during the time of construction. Such signs may include a description of the project, give an address and telephone number of a contact person for more information and may list the project's professional firms (such as architects, engineers, developers and contractors).
15. —3. "Projecting" means a sign erected on the outside wall of a building and which projects out at an angle therefrom.
16. Real estate sign means a sign which directs attention to the promotion, development, rental, sale or lease of the property on which the sign is located.
17. Required, (public safety) sign means a sign erected by a public authority, utility, public service organization or private industry upon the public right of way or on private property which is required by law or otherwise intended to control traffic, direct, identify or inform the public, or provide needed public services as determined by the ordinances of the City, the rules and regulations of other governmental agencies or through public policy.
18. Subdivision or project identification sign means a sign identifying the name and address of a completed residential subdivision, a multiple family development, and/or office, industrial park or subdivision. Such a sign in an office complex or industrial park may include a directory of uses.
19. Temporary sign means a sign of any type, intended for use for a limited period of time.
20. —4. "Wall sign" means a sign erected parallel to, or painted on the surface, or on the outside wall of any building, and not extending more than eighteen inches therefrom, and which does not project above the roof line or beyond the corner of the building. A sign affixed to, or near, a window for the purposes of being visible to and read from the outside of the building and containing information typically found on identification or instructional signs shall, for the purposes of these regulations, be considered a wall sign.
21. Windblown devices mean objects designed to inform or attract attention, all or part of which is set in motion by or remains inflated by wind, mechanical, electrical or any other means.

C. ~~Types of Signs; Functional.~~

~~1. "Subdivision or project identification" means a sign identifying the name and address of a completed residential subdivision, a multiple family development, and/or office, industrial park or subdivision. Such a sign in an office complex or industrial park may include a directory of uses.~~

~~2. "Directional" means a sign directing or guiding traffic and parking on private property with no part of any such sign more than four feet above grade.~~

~~3. "Identification" means a sign intended to announce or promote the use, activity, service or business on the premises and which may contain the name of the use, business or facility; address; telephone number; identification of the principal products, services or activities offered; hours of operation; directory of occupants; or prices of products or services offered.~~

~~4. "Instructional signs" means a sign intended to instruct employees, customers, or users as to specific parking requirements; the location or regulations pertaining to specific activities on the site or in the building; specific services offered, or methods of payments accepted. In residential districts, instructional signs may include security identification, no trespassing signs, signs identifying presence of animals, directing deliveries, etc.~~

~~5. "Name plate" means a sign indicating only the name and address of the person, business, profession or activity occupying the lot, building(s) or part of the operation or maintenance of any equipment which is placed on the building or site.~~

~~6. "Political" means a temporary sign promoting any candidate seeking any political office or promoting any ballot measure to be voted upon by the electorate of the City.~~

~~7. "Project construction sign" means a temporary sign identifying the name of a subdivision, building or public works project or facility during the time of construction. Such signs may include a description of the project, give an address and telephone number of a contact person for more information and may list the project's professional firms (such as architects, engineers, developers and contractors).~~

~~8. "Required, (public safety)" means a sign erected by a public authority, utility, public service organization or private industry upon the public right of way or on private property which is required by law or otherwise intended to control traffic, direct, identify or inform the public, or provide needed public services as determined by the ordinances of the City, the rules and regulations of other governmental agencies or through public policy.~~

~~9. "Real estate" means a sign which directs attention to the promotion, development, rental, sale or lease of the property on which the sign is located.~~

~~10. "Temporary" means a sign of any type, (other than project construction, real estate or political), intended to announce special events, promotions or sales.~~

22. ~~11.~~ Dynamic display - any characteristics of a sign that appear to have movement or that appear to change, caused by any method other than physically removing and replacing the sign or its components, whether the apparent movement or change is in the display, the sign structure itself, or any other component of the sign. This includes a display that incorporates a technology or method allowing the sign face to change the image without having to physically

or mechanically replace the sign face or its components. This also includes any rotating, revolving, moving, flashing, blinking, or animated display and any display that incorporates rotating panels, LED lights manipulated through digital input or any other method or technology that allows the sign face to present a series of images or displays. Dynamic displays, as defined above, include digital video displays and electronic message centers.

23. Vehicular Sign shall mean any sign attached or applied to a vehicle of any type and used primarily to identify, advertise or promote, excluding any signs on vehicles normally and regularly used and operated in the course of business.

24. Window Sign shall mean any sign in view of the general public appearing on a window surface or within up to 24 inches of the window surface.

1133.02 DEFINITIONS

* * *

(4) Building; structure.

* * *

1179.02 DEFINITIONS

A. General.

1. "Sign" means any structure or any device attached to a structure, or painted, or represented directly or indirectly thereon intended to announce, direct or advertise. A sign may include banners, lights and other site or building features, and may be represented by words or letters, figures, symbols or characterizations, or other insignia or devices. Architectural features, either as part of the building or freestanding, are not considered signs and are thus exempt from these regulations. An architectural feature is any construction attending, but not an integral part of the sign, and which consists of landscape or building or structural forms complementing the site in general. A sign shall contain no moving parts except for changeable copy pursuant to Section 1179.11

2. "Sign area or dimension".

a. For a sign which is framed, outlined, painted and otherwise prepared and intended to provide a background for a sign display, the area dimensions shall include the entire portion within such background or frame.

b. For a sign comprised of individual letters, figures or elements on a wall or similar surface, or an irregular shaped freestanding sign, the area of the sign shall encompass a regular, or a combination of regular geometric shapes which form, or approximate, the perimeter of all the elements in the display. When separate elements are organized to form a single sign but the elements are separated by open space, the area shall be calculated by determining the geometric form or combination of forms which comprise all the display area including the space between the elements.

c. The sign area shall include the frame, but shall not include the pole or other structural support unless such pole or structural support is illuminated or otherwise so designated to constitute a display surface or device.

d. The height of a freestanding sign shall be measured from the average grade surrounding its point of attachment to the ground to the top of the highest most element. A wall sign or projecting sign shall be measured from the grade of the nearest street drive parking area or landscape surface.

e. A freestanding sign shall have no more than two display surfaces provided that the two display surfaces are arranged back-to-back and parallel to each other.

f. In the event there is a dispute in determining the sign area or any sign dimension, the Planning Commission shall have the responsibility for making such determination.

3. "Building frontage" means the length of the building or unit of the building which faces the principal street or the length of the wall of the building or unit which contains the primary building entrance to the uses therein. In the case of an irregular wall surface, a straight line extended along such wall surface shall be used to measure the length. Only one outside wall of any business shall be considered its frontage.

4. "Building unit" means that portion of a building which is owned or leased by a single tenant. The length of unit is that portion of the building so occupied by a single activity and calculated proportionally in the same manner as the building frontage.

B. Definitions.

1. Banner shall mean any sign of cloth, plastic, canvas or similar non-rigid material that is customarily mounted on the walls of buildings or upon the hard surfaces of other structures on property.
2. Billboard shall mean any sign advertising, identifying or directing attention to any product, service, entertainment or commercial activity not offered upon the lot on which the sign is located.
3. Colors, primary are red, yellow and blue. Complementary colors are orange, purple and green. Gray, white and black are included as complementary colors for the purposes of this definition.
4. Directional sign means a sign directing or guiding traffic and parking on private property with no part of any such sign more than four feet above grade.
5. Dynamic display - any characteristics of a sign that appear to have movement or that appear to change, caused by any method other than physically removing and replacing the sign or its components, whether the apparent movement or change is in the display, the sign structure itself, or any other component of the sign. This includes a display that incorporates a technology or method allowing the sign face to change the image without having to physically or mechanically replace the sign face or its components. This also includes any rotating, revolving, moving, flashing, blinking, or animated display and any display that incorporates rotating panels, LED lights manipulated through digital input or any other method or technology that allows the sign face to present a series of images or displays. Dynamic displays, as defined above, include digital video displays and electronic message centers.
6. Flag shall mean any sign of cloth or similar material, anchored along one side, displayed from a single pole, either freestanding or attached to a building
7. Free standing sign means a sign which is supported from the ground or a structure, other than a building, or a pole. Signs supported by a pole are strictly prohibited.
8. Identification means a sign intended to announce or promote the use, activity, service or business on the premises and which may contain the name of the use, business or facility; address; telephone number; identification of the principal products, services or activities offered; hours of operation; directory of occupants; or prices of products or services offered.

9. Instructional signs means a sign intended to instruct employees, customers, or users as to specific parking requirements; the location or regulations pertaining to specific activities on the site or in the building; specific services offered, or methods of payments accepted. In residential districts, instructional signs may include security identification, no trespassing signs, signs identifying presence of animals, directing deliveries, etc.
10. Name plate means a sign indicating only the name and address of the person, business, profession or activity occupying the lot, building(s) or part of the operation or maintenance of any equipment which is placed on the building or site.
11. Non-commercial opinion sign means any sign which does not advertise a product, good, business or service; or expresses one or multiple messages on one or more issues; or promotes any candidate, party, issue, levy, referendum or other matter eligible to be voted upon in any general, primary or special election.
12. Pole Sign shall mean any sign, other than a flag as herein defined, that is supported by a pole, poles, columns or other base or structure.
13. Portable means a sign which is designed to be moved and is not permanently, or intended to be permanently, attached to a building, structure or the ground.
14. Project construction sign means a temporary sign identifying the name of a subdivision, building or public works project or facility during the time of construction. Such signs may include a description of the project, give an address and telephone number of a contact person for more information and may list the project's professional firms (such as architects, engineers, developers and contractors).
15. Projecting means a sign erected on the outside wall of a building and which projects out at an angle therefrom.
16. Real estate sign means a sign which directs attention to the promotion, development, rental, sale or lease of the property on which the sign is located.
17. Required, (public safety) sign means a sign erected by a public authority, utility, public service organization or private industry upon the public right of way or on private property which is required by law or otherwise intended to control traffic, direct, identify or inform the public, or provide needed public services as determined by the ordinances of the City, the rules and regulations of other governmental agencies or through public policy.
18. Subdivision or project identification sign means a sign identifying the name and address of a completed residential subdivision, a multiple family development, and/or office, industrial park or subdivision. Such a sign in an office complex or industrial park may include a directory of uses.
19. Temporary sign means a sign of any type, intended for use for a limited period of time.
20. Wall sign means a sign erected parallel to, or painted on the surface, or on the outside wall of any building, and not extending more than eighteen inches therefrom, and which does not project above the roof line or beyond the corner of the building. A sign affixed to, or near, a window for the purposes of being visible to and read from the outside of the

building and containing information typically found on identification or instructional signs shall, for the purposes of these regulations, be considered a wall sign.

21. Windblown devices mean objects designed to inform or attract attention, all or part of which is set in motion by or remains inflated by wind, mechanical, electrical or any other means.
22. Dynamic display - any characteristics of a sign that appear to have movement or that appear to change, caused by any method other than physically removing and replacing the sign or its components, whether the apparent movement or change is in the display, the sign structure itself, or any other component of the sign. This includes a display that incorporates a technology or method allowing the sign face to change the image without having to physically or mechanically replace the sign face or its components. This also includes any rotating, revolving, moving, flashing, blinking, or animated display and any display that incorporates rotating panels, LED lights manipulated through digital input or any other method or technology that allows the sign face to present a series of images or displays. Dynamic displays, as defined above, include digital video displays and electronic message centers.
23. Vehicular Sign shall mean any sign attached or applied to a vehicle of any type and used primarily to identify, advertise or promote, excluding any signs on vehicles normally and regularly used and operated in the course of business.
24. Window Sign shall mean any sign in view of the general public appearing on a window surface or within up to 24 inches of the window surface.

ORIGINATOR: COUNCILMAN FINLEY

SPONSOR: D. FINLEY

**CITY OF MACEDONIA
RESOLUTION NO. 86 -2020**

**A RESOLUTION
OPPOSING THE OHIO GOVERNOR’S
COVID-19 EXECUTIVE ORDERS**

WHEREAS, the Ohio Governor has enacted executive orders that have limited the freedoms, livelihoods, and economic standing of the residents of the City of Macedonia;

WHEREAS, the Ohio Legislature holds the power to legislate and the Governor’s overreach and abuse of power is causing more hardship than safety for the residents in this City of Macedonia;

WHEREAS, the Ohio Governor’s appointed Public Health officials are not elected and should not dictate rules and regulations that were not passed by the Ohio Legislature to perform a social science experiment on the residents of the City of Macedonia;

WHEREAS, three infectious disease epidemiologists, Dr. Martin Kulldorff, professor of medicine at Harvard University, a biostatistician, and epidemiologist with expertise in detecting and monitoring infectious disease outbreaks and vaccine safety evaluations, Dr. Sunetra Gupta, professor at Oxford University, an epidemiologist with expertise in immunology, vaccine development, and mathematical modeling of infectious diseases, and Dr. Jay Bhattacharya, professor at Stanford University Medical School, a physician, epidemiologist, health economist, and public health policy expert focusing on infectious diseases and vulnerable populations, have signed the Great Barrington Declaration on October 4, 2020. This declaration expresses “grave concerns about the damaging physical and mental health impacts of the prevailing COVID-19 policies, and recommend an approach we call Focused Protection”; and

WHEREAS, the City of Macedonia strongly opposes abuses of power by the Governor to limit the freedoms and economic growth of our residents and supports a more rational and local approach to Ohio’s response to the pandemic.

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

Section 1. The Council of the City of Macedonia strongly and vigorously opposes the Governor’s abuse of power and urges the Ohio Legislature to pass legislation to restrict his power in responding to the pandemic.

Section 2. The Council of the City of Macedonia urges the Ohio Legislature to adopt legislation that establishes the tenants of the Great Barrington Declaration.

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

Section 4. This Resolution shall take effect upon adoption by Council and signature of the Mayor or after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nick Molnar

ATTEST: _____
Amanda Trzaska, Clerk of Council

ORIGINATOR: COUNCILMAN VENTURA

SPONSOR: V. VENTURA

**CITY OF MACEDONIA
ORDINANCE NO. 87 -2020**

**AN ORDINANCE
CREATING CHAPTER 1387 OF THE CITY OF MACEDONIA’S CODIFIED
ORDINANCES RELATIVE TO PORTABLE, ON-DEMAND STORAGE DEVICES
 (“PODS”), CONSTRUCTION DUMPSTERS AND DUMPSTER BAGS**

WHEREAS, Council desires to create Chapter 1387 of the City of Macedonia’s Codified Ordinances relative to Portable, On-Demand Storage Devices (“PODs”), Construction Dumpsters and Dumpster Bags; and

WHEREAS, it is necessary and in the best interest of the health, safety and welfare of City residents to create new Chapter 1387 of the Codified Ordinances relative to Portable, On-Demand Storage Devices (“PODs”), Construction Dumpsters and Dumpster Bags.

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

Section 1. That Chapter 1387 be added to the Codified Ordinances of the City of Macedonia and read as set forth in the document attached hereto and incorporated herein as Exhibit “A.”

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: _____
Amanda Trzaska, Clerk of Council

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CHAPTER 1387
Portable Storage Containers

1387.01 Definitions.

1387.02 Permit.

1387.03 Dumpster bags.

1387.04 Enforcement.

1387.99 Penalty.

1387.01 DEFINITIONS.

As used in this chapter:

- (a) “Portable, On-Demand Storage Device (“POD”)” means any device, container, enclosure or structure, including both wheeled trailers and containers carried on motor vehicles or trailers, commonly used to store home furnishings and other personal items on a temporary basis during a time of home repair, construction, renovation or relocation. PODs do not include self-propelled registered motor vehicles. PODS may not be used as habitation for humans or animals, or for the storage of commercial or industrial materials.
- (b) “Construction Dumpster” means any unit designed for the collection of large quantities of trash, yard waste, garbage, building or construction debris, trees and limbs, and designed to be delivered and picked up by a truck. Construction Dumpster does not include any garbage can that can be moved by an individual.
- (c) “Dumpster Bag” means a large bag included for the collection of large quantities of trash, yard waste, garbage, building or construction debris, tree and limbs, and designed to be picked up by a truck. Dumpster Bag does not include a bag that can be moved by an individual.

1387.02 PERMIT.

- (a) Permit Required. No POD or Construction Dumpster shall be constructed, erected or placed upon any residential property **for longer than 24 hours** without first obtaining a permit from the Building Department.
- (b) Permit Fee. The fee for a POD or Construction Dumpster permit shall be five dollars (\$5.00).
- (c) Application Requirements. Applications for a POD or Construction Dumpster permit shall be in writing on forms provided by the Building Department, and shall state the following:
 - (1) Name and address of the owner of the property, and written permission from an owner to place the POD or Construction Dumpster on the property.
 - (2) Name and address of the applicant.
 - (3) Description of the POD or Construction Dumpster, including provider, capacity and/or dimensions.
 - (4) A site plan showing the location of the POD or Construction Dumpster; said site plan must be submitted to the Building Department and approved by the Building Official or their designee.
- (d) Restrictions. All PODs and Construction Dumpsters must comply with the following:
 - (1) A permit shall be valid for a period of ~~thirty (30)~~ **sixty (60)** days, and shall authorize the construction, erection or placement on the property described in the application.

- (2) The Building Official may permit the placement of a POD or Construction Dumpster on a property for more than ~~thirty (30)~~ sixty (60) days, provided the property owner has an active building permit or has demonstrated that extenuating circumstances exist to justify the extension.
- (3) PODs and Construction Dumpsters are only permitted on a lot containing a lawfully existing residential dwelling.
- (4) Only one POD or Construction Dumpster shall be allowed on a lot at one time.
- (5) PODs and Construction Dumpsters must be located on a paved area unless located on a residential construction project where a driveway is not yet installed, in which case the POD or Construction Dumpster shall be located in an area approved by the Building Official.
- (6) PODs and Construction Dumpsters shall be located entirely on the owner's lot as close to the residence as possible, not blocking any site lines.
- (7) No part of any POD or Construction Dumpster shall be located on any public property or in the public right-of-way.
- (8) Any POD or Construction Dumpster constructed, erected or placed upon property shall comply with all applicable provisions of the Building Code.
- (9) The Building Official is granted authority to require immediate removal of a POD or Construction Dumpster if it is determined the POD or Construction Dumpster is no longer needed at the site.
- (10) Any POD or Construction Dumpster shall be free of dents, rust and/or graffiti and shall be maintained in good condition.

1387.03 DUMPSTER BAGS.

- (a) Dumpster bags shall not be allowed to remain on any private or public property, or public right of way, for more than 30 days.
- (b) No more than two Dumpster Bags shall be allowed on any private or public property, or public right of way, at any given time.

1387.04 ENFORCEMENT.

This Chapter may be enforced by the Police Department, Building Commissioner, or other designated employee of the City.

1387.99 PENALTY.

Any owner, occupant or other person who violates any other provision of this chapter shall be deemed guilty of a minor misdemeanor. Each day upon which a violation occurs or continues shall constitute a separate offense, but only one notice of such violation shall be necessary when required.

ORIGINATOR: ADMINISTRATION

SPONSOR: _____

**CITY OF MACEDONIA
RESOLUTION NO. 1 - 2021**

**AN EMERGENCY RESOLUTION
AUTHORIZING THE ADVANCE OF LOCAL TAXES BY THE
SUMMIT COUNTY FISCAL OFFICE TO THE CITY OF MACEDONIA
FOR 2020 TAX YEAR PAYABLE IN 2021**

WHEREAS, Section 321.34 of the Ohio Revised Code states that all local governments must file a Resolution with the Summit County Fiscal Office each year in order to receive advance payment of local taxes; and

WHEREAS, the advance of local tax is for tax year 2020 payable in 2021.

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

Section 1. That the Mayor and Council of the City of Macedonia hereby authorizes the advance of local taxes by the Summit County Fiscal Office for the 2020 tax year, payable in 2021, in order to comply with Section 321.34 of the Ohio Revised Code to receive advance payment of local taxes.

Section 2. That this Resolution shall be certified and forwarded to the Summit County Fiscal Office by the Council Clerk.

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

Section 4. Wherefore, this Resolution 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 involves the daily operation of various municipal departments and provided it receives the affirmative vote of three (3) or more of the members elected or appointed to this Council, it shall take effect and be in force from and after the earliest period allowed by law

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Amanda Trzaska, Clerk of Council

ORIGINATOR: ADMINISTRATION

SPONSOR: _____

**CITY OF MACEDONIA
ORDINANCE NO. 2 -2021**

**AN EMERGENCY ORDINANCE
RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
CITY OF MACEDONIA AND THE MACEDONIA FIREFIGHTERS,
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 3947
FOR THE YEARS 2020, 2021, AND 2022**

WHEREAS, the City of Macedonia and the City of Macedonia Firefighters, International Association of Firefighters, Local 3947 (“I.A.F.F. Local 3947”) on behalf of the Fire Department members, entered into collective bargaining negotiations pursuant to Ohio Revised Code Chapter 4117; and

WHEREAS, the City and I.A.F.F. Local 3947 have reached a tentative agreement subject to ratification by Council; and

WHEREAS, Council believes the agreement is in the best interest of the health, safety, and welfare of all City residents in that they provide for an orderly successor collective bargaining agreement.

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

Section 1. That the Collective Bargaining Agreement for certain City of Macedonia Fire Department personnel between the City and I.A.F.F. Local 3947 is hereby and herein ratified as substantially set forth in the document attached hereto and incorporated by reference as Exhibit “A” for the years 2020, 2021, and 2022.

Section 2. That the Mayor is authorized to execute any necessary amended contract documents.

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. 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 municipal departments, 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



AGREEMENT

between

THE CITY OF MACEDONIA, OHIO

and

FIREFIGHTERS LOCAL NO. 3947

January 1, ~~2018-2020~~ – December 31, ~~2019~~2022

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This Agreement is entered into between the City of Macedonia hereinafter referred to as the Employer and the International Association of Fire Fighters Local 3947, hereinafter referred to as the Union.

PREAMBLE

Pursuant to the provisions of Chapter 4117 of the Ohio Revised Code, the parties hereto have entered into this ~~agreement~~Agreement in order to establish mutual rights, preserve proper employee morale and to promote effective operations.

ARTICLE 1: RECOGNITION AND COVERAGE

Section 1.01 - Recognition:

The employer recognizes the union as the exclusive bargaining representative for all members of the Fire Department, excluding the positions of Fire Chief, Senior Captain, all clerical and part time employees.

ARTICLE 2: DUES DEDUCTION

Section 2.01 - Dues Deductions:

During the term of this ~~agreement~~Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and the regular Monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

Section 2.02

No new authorization forms will be required from employees for whom the Employer is currently deducting dues.

Section 2.03

The initiation fees, dues or assessments so deducted shall be in amounts established by the Union from time to time in accordance with its constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

Section 2.04

A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the Union by the first of each month.

ARTICLE 3: UNION SECURITY

Section 3.01

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or

discriminate against an employee as regards to such matters.

Section 3.02

All employees who voluntarily sign deduction authorization forms shall be required to pay dues to the Union for the duration of the ~~agreement~~Agreement.

Section 3.03

Any new employee who voluntarily signs a deduction authorization form shall be included by the employer in the accordance with this article.

ARTICLE 4: MANAGEMENT RIGHTS

Section 4.01 - Management Rights:

The management and direction of the affairs of the Employer are retained by the Employer. This includes the selection, transfer, assignment and layoff of the Employees, the exercise of all functions of government granted to the Employer by the laws of the state of Ohio, the determination from time to time as to what services the Employer shall perform, and the size and composition of the work force: provided, however that in the exercise of its rights the Employer shall comply with the terms of this Agreement. The Employer retains all rights except to the extent this Agreement specifically and expressly provides to the contrary.

Section 4.02

This ~~agreement~~Agreement is subject to all existing or future federal and state laws, rules, regulations when applicable to municipalities and shall be interpreted whenever possible so as to comply fully with such laws and with any judicial decision interpreting them. In the event that any provisions of this Agreement is found to be contrary to law by a court or other authority having jurisdiction, it shall be void, but the remainder of the Agreement shall remain in effect. In the event of a determination of invalidity, the Employer and the Union shall meet and confer with-in thirty (30) days with respect to a lawful alternative provision.

ARTICLE 5: SUBCONTRACTING

Section 5.01

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the bargaining unit shall be subcontracted out where subcontracting would cause a layoff or reduction in hours of the work week.

ARTICLE 6: UNION ACTIVITIES

Section 6.01 - Time Off for Union Activities:

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights or loss of pay, to any employee designated by the Union to attend a labor convention or to

serve in any capacity on other official Union business, provided a forty-eight (48) hours of written notice is given to the Employer by the Union specifying length of time off.

The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to the lack of available employees.

Section 6.02 - Non Discrimination:

No Discrimination because of Union Activities. Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such conduct of the Employer's business, nor shall there be any discrimination against any employee because of union membership or activities.

ARTICLE 7: ACCESS TO PREMISES

Section 7.01

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collections of dues and ascertaining that there is no interruption of the Employer's working schedule and that the Employer is notified in advance of such visitation, when possible.

ARTICLE 8: BULLETIN BOARDS

Section 8.01

The Employer agrees to provide suitable space for and maintain a bulletin board in each work location. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

ARTICLE 9: GRIEVANCE PROCEDURE

Section 9.01

A grievance is hereby defined as a difference, dispute or complaint between the Union and the Employer or between the employees covered herein and the Employer over the interpretation or application of the contents of this ~~agreement~~Agreement. An honest and earnest effort will be made to settle the grievance according to the following steps and procedures. All grievances shall be in writing on forms provided by the Union and shall set forth the article or section of the ~~agreement~~Agreement alleged to have been violated.

For purposes of this Article, a "day" does not include Saturdays, Sundays, or designated City Holidays.

Grievance Form: See - Appendix A

Section 9.02 - Procedure:

All grievances shall be promptly taken up. To be considered, a grievance must be filed at the first

step within seven (7) days (~~exclusive of Saturdays, Sundays, and Holidays~~) of its occurrence. When an employee first becomes aware (-or in the exercise of diligence should have become aware-) of its occurrence at a later date, the grievance may be filed within seven (7) days of such time, but in no case more than thirty (30) days after the occurrence.

~~Step 1 The grievance shall be taken up with the employee's immediate supervisor. Upon request of either, the Union official shall be present. The grievance shall be taken up with the Assistant Chief. He/she shall render a written decision within seven (7) days. If the answer does not satisfy the grievance, it may be appealed to the Chief. Such appeal shall be taken up within seven (7) days of the answer from the Assistant Chief.~~

~~Step 2 If the answer in Step 1 does not satisfy the grievance, it may be appealed to the Captain. Such appeal shall be taken up within seven (7) days of the answer at Step 1. The Chief shall convene a meeting within ten (10) days and render a written decision within seven (7) days afterwards. If the answer from the Chief does not satisfy the grievance, it may be appealed to the Mayor within seven (7) days of receiving the answer from the Chief.~~

~~Step 3 In the event that the decision of the Captain is not acceptable to the grievant, within fifteen (15) working days, file an appeal with the Fire Chief. The Mayor, or his designee, shall hear the grievance within ten (10) days from the hearing. If the answer from the Mayor does not satisfy the grievance, the Union may move the grievance to arbitration under the terms of this Agreement by requesting a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS) within ten (10) days of receiving the Step 3 answer. The Union must notify the City in writing of its request for an FMCS panel concurrent with the request.~~

~~Step 4 The Chief shall convene a meeting within ten days and render a written decision within seven days. If the answer from the Chief does not satisfy the grievant, he may appeal the decision to the Mayor within seven days of receiving the answer at Step 4.~~

~~Step 5 The Mayor, or his designee, shall hear the grievance within ten (10) days of the appeal from Step 4 and render his decision within fourteen (14) days from the hearing.~~

~~Step 6 If the answer issued in Step 5 does not satisfy the grievance, the Union shall file an appeal with the Federal Mediation and Conciliation Service within ten (10) days of receiving the answer from Step 5.~~

Section 9.03

The Arbitrator shall be selected by mutual agreement within ten (10) days or by using the alternative striking method from a list of neutrals supplied by the FMCS. The Union shall strike first. The Arbitrator shall conduct the hearing at a time mutually acceptable to both the City and the Union within thirty (30) days of appointment. The hearing will be conducted by the Rules of Voluntary Arbitration of the American Arbitration Association.

Section 9.04

The decision of the Arbitrator shall be final and binding on the parties, ~~and t~~The Arbitrator shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and final argument.

Section 9.05

The fees and expenses of the ~~arbitrator~~ Arbitrator and the cost of the hearing room, if any, shall be

borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

ARTICLE 10: WORKWEEK

Section 10.01 - Hours of Work:

Members of the Division of Fire, except as hereafter indicated, shall work an average of forty-eight (48) hour week on a twenty-four (24) on duty followed by a forty-eight (48) off duty period.

Section 10.02

Members of the Division of Fire Shall be assigned twenty-one (21) day cycles. Each Cycle will be twenty-one (21) days long and each cycle keeps repeating every twenty-one (21) days. Each shift will have an equal number of personnel. Each cycle when a member is scheduled to work seven (7) days, the member will be entitled to one (1) of the seven (7) days off, this day off will be referred to as a Kelly Day. This Kelly Day occurs once every cycle, and no member is to be scheduled to work more than one hundred forty-four (144) hours in any twenty-one (21) day cycle. A Kelly Day shall be selected annually by the member no later than November 30th of the preceding year by rank and then seniority. This annual Kelly Day selection shall be maintained as each member's Kelly Day for the entire year. Annual shift changes shall be announced on or before December 1st of each year to begin the cycle of the next year, beginning in January.

Section 10.03

The twenty-four (24) hour shift on duty time shall commence at a set time to be determined by the Fire Chief to be the best for the operation of the Fire Department.

Section 10.04

Employees assigned to the Fire Prevention Bureau shall have a regular workweek of forty (40) hours per week. Fire Prevention Inspectors will regularly be assigned to work five (5), eight (8) hour days per week but may request the City's approval to work four (4), ten (10) hour days per week.

Section 10.05

Employees shall have the right to exchange of shifts provided that the exchange of shifts does not require the compensation or accumulation of overtime and prior approval of the exchange is received from the Shift Officer, which approval shall not be unreasonably withheld.

Section 10.06

The words tour of duty, duty day, work day, or shift when used in reference to employees working on a platoon basis, as used in this ~~agreement~~Agreement, shall refer to a twenty-four (24) hour duty period. For employees assigned to the Fire Prevention Bureau, the words tour of duty, duty day, work day, or shift shall refer to their regular scheduled work day.

Section 10.07

Employees may not work more than forty-eight (48) consecutive hours unless in the case of an ongoing emergency scene or with approval of the Fire Chief.

ARTICLE 11: CALL BACK TIME

Section 11.01

Any employee called back to work or called in on a day when he is not scheduled to work shall receive a minimum of two (2) hours pay at the rate of one and one-half (1½) times the normal hourly rate. All other hours actually worked beyond the two (2) hours minimum shall be compensated at one and one-half (1½) times for all hours worked. Any call back occurring within two (2) hours of a previous call back shall be compensated at the one and one-half (1½) rate for hours actually worked only.

ARTICLE 12: WAGES

Section 12.01

Employees included within the bargaining unit shall be paid compensation for work performed in accordance with the ~~following salary schedule~~ Wage Table attached as Appendix A:

	Jan. 1, 2018 — 2%	Jan. 1, 2019 — 1%
Probation to 12th Month	\$49,316.50	\$49,809.67
Grade 4 — 13th Month	\$53,680.80	\$54,217.61
Grade 3 — 25th Month	\$58,989.89	\$59,579.79
Grade 2 — 37th Month	\$64,824.06	\$65,472.30
Grade 1 — 85th Month	\$66,282.60	\$66,945.42

Section 12.02

Rank Differential: The position of ~~lieutenant~~ Lieutenant shall receive thirteen percent (13%) above the ~~Grade One~~ Step 5 Fire Fighter ~~or the~~ base salary or a differential ~~percentage~~ equivalent to that received by the Macedonia police sergeants, whichever is greater.

If, in its discretion, the City establishes a classification of Fire Captain, such position will be compensated at a rank differential of thirteen percent (13%) above the base salary of a Lieutenant.

Effective on January 1, 2021, the position of Fire Prevention Inspector will be paid at a rate that is six and one-half percent (6.5%) above the Step 5 base salary. A Lieutenant assigned to the Fire Prevention Inspector will continue to receive the Lieutenant Rank Differential set forth above.

Section 12.03

All State of Ohio certified EMT-Paramedics shall receive a bonus of two thousand five hundred dollars (\$2,500).

This bonus shall be paid in two equal payments concurrent with the first pay of June and December. New hires and employees who have resigned, retired, or disability retired shall receive a prorated payment.

Section 12.04 - Overtime:

Any overtime hours worked by employees shall be compensated at a rate of ~~time and one-half (1½) one and one-half (1½) the normal rate of pay~~ for each hour worked. Said compensation shall include all bonus payments (i.e. Paramedic ~~Pay~~Bonus, Longevity etc.) ~~And and~~ be payable on a basis of two thousand eighty (2,080) hours per year.

Section 12.05 - Compensation Time Bank:

Members earning overtime compensation shall have the option of receiving cash for said time or banking their time in their compensation time bank at the rate of time and one-half (1½) for each hour worked.

Section 12.06

The maximum hours employees may bank in their compensation time bank shall be two hundred forty (240) hours. All overtime after the employees compensation time reaches two hundred forty (240) hours must be paid in cash in compliance with this contract and the Fair Labor Standards Act.

Section 12.07

Employees may elect to “cash out” accumulated compensatory time during ~~the second payroll~~any of each month.

Section 12.08

All part-time firefighters, with a minimum of one (1) year of current service with the City of Macedonia Fire Department, shall serve their ~~full-time~~ probation at ~~salary level Grade 4~~Step 2 of the wage table if they have worked at least one thousand two hundred and thirty-nine (1,239) hours the previous twelve (12) ~~consecutive calendar~~ months.

Section 12.09

Officer In Charge Pay (OIC): If a Fire Fighter is placed in charge of his/her shift, in the absence of the Fire Lieutenant and/or Shift Officer, he/she will be compensated an additional two dollars (\$2.00) per hour in that capacity. The Kelly ~~day~~Day will not constitute an interruption in consecutive shift hours.

Section 12.10

Bargaining unit members with a valid Fire Instructor, EMS continuing education Instructor or Fire Inspector certification will receive an annual stipend of five hundred dollars (\$500.00) per certification.

ARTICLE 13: HOLIDAYS

Section 13.01

The following days shall be observed as holidays by all ~~regular-forty (40) hour~~ employees in the bargaining unit.

New Years Day

Labor Day

Columbus Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Employee's Birthday
Martin Luther King Day

Presidents Day
Good Friday
Memorial Day
Independence Day
1 Floating Holiday

Section 13.02

All employees working a ~~forty~~-forty-eight (48) hour workweek shall be credited annually on January 1st of each year one hundred and sixty-eight (168) hours of holiday time in lieu of the aforementioned holidays. All members working a forty (40) hour week shall receive the holiday on the date of the holiday, or such other time as approved by the Chief. When any of the holidays named above fall on a weekend, the general day shall be observed.

Section 13.03

All fire personnel, which the majority of their shift falls on one of the following holidays will receive payment of a rate of one and one half (1½) hour pay for the entire scheduled shift if worked or for each hour worked of the shift up to twenty-four (24) hours.

New Year's Day	Memorial Day
Thanksgiving Day	Christmas Day
Columbus Day	Easter Sunday
Good Friday	Labor Day
President's Day	Independence Day
Martin Luther King Day	

Section 13.04

Effective upon ratification of this Agreement, Fire personnel who are mandated to work overtime on a Holiday as identified in Section 13.03 shall be compensated at a rate of two (2) times the normal pay rate. Any mandated overtime work on a day that is not identified as a Holiday shall receive a rate of one and one-half (1½) the normal rate of pay.

ARTICLE 14: VACATIONS

Section 14.01

The vacation schedule for regular employees shall be as follows:

<u>Length of service</u>	<u>40 hour employees</u>	<u>Shift employees</u>
Less than one (1) year continuous	0 hours	0 shifts
One (1) but less than six (6) years of service	80 hours	4 shifts/96 hours
Six (6) but less than eleven (11) years of service	120 hours	6 shifts/144 hours

Eleven (11) but less than sixteen (16) years of service	160 hours	8 shifts/192 hours
Sixteen (16) or more years of service	200 hours	10 shifts/240 hours

Section 14.02

Vacation and Holiday time off will be requested and considered in order of rank, then seniority when requests are submitted from January 1st of each year through the end of February. From, March 1st through December 31st requests will be considered on a first come – first served basis.

Section 14.03

Part-time service shall be included on a two (2) to one (1) basis along with full-time service for the calculation of seniority. In the event of a tie full-time service shall ~~service-serve~~ as the tie breaker.

ARTICLE 15: SICK LEAVE

Section 15.01

Sick leave with pay shall accrue at a rate of fifteen (15) hours per month, for a total of one hundred eighty (180) hours per year and shall accumulate without limit.

Section 15.02

Sick leave shall be granted to members upon approval of the supervisor for the following reasons:

- a. Illness or injury of the member, or a member of the immediate family.
- b. Medical, Dental or Optical examination or treatment of a member or members of his/her family.
- c. If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the member of the bargaining unit; or when through exposure to contagious disease, the presence of the member of the bargaining unit at his job would jeopardize the health of others.

Section 15.03

Definition of immediate family: grandparents, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, legal guardian or other person who stands in place of parent (in loco parentis).

Section 15.04

An employee, at the time of retirement or disability retirement from active service with the Municipality, or at his/her death, shall be paid, in cash, fifty percent (50%) of the value of his/her accrued but unused sick leave to a maximum of six hundred twenty (620) hours. Such payment shall be based on the employee’s rate of payment at the time of retirement or death, and shall be made only once to an employee, or his/her heirs.

Section 15.05

Sick time incentive. Any employee who does not use any sick leave within a calendar quarter, shall receive eight (8) hours of compensatory time for that quarter.

Section 15.06

An employee who has accumulated sick leave may, at his/her discretion, donate up to forty-eight (48) hours of accumulated sick leave time to another employee who has used his/her sick leave for an extended illness or injury. An employee who does not have two hundred and forty (240) sick hours accumulated cannot donate time to another employee. The recipient must exhaust all their available paid time before using any donated sick hours. In any given pay period, a recipient may receive only ninety-six (96) hours of donated sick leave if the recipient works a forty-eight (48) hour workweek and only eighty (80) hours of donated sick leave if the recipient works a forty (40) hour workweek. Hours will be converted by dividing the recipient's wage by donor's wage and multiplying the result by the number of hours donated. Any fractional hours will be dropped to convert to whole hours only.

Section 15.07 - Sick Leave Carryover Options.

With approval of the Mayor, a bargaining unit member who is credited with sick leave may elect one of the following options with respect to sick leave credit of over nine hundred sixty (960) hours remaining at the end of the year:

- A. Carry forward the balance.
- B. Receive a cash benefit. The cash benefit shall equal one-half (½) hour of the employee's base rate of pay for every one (1) hour of unused credit that is converted. The balance of unused sick leave shall not go below the nine hundred sixty (960) hour limit. The maximum number of hours which can be "cashed out" will not exceed one hundred fifty (150) hours per year.
- C. Carry forward a portion of the balance and receive a cash benefit for the remainder. The cash benefit shall be calculated in the same manner as specified in A and B above.
- D. The Mayor shall establish the procedures to allow employees to indicate the option that will be selected. Included within the procedures shall be the final date by which notification is to be made to the Mayor concerning the option selected. Failure to comply with the date will result in the automatic carry forward of unused balances.
- E. Cash benefits will be paid the same pay period that includes the last day of December.
- F. Balances carried forward are excluded from further cash benefits provided under this section.
- G. An employee who separates during the year shall not be eligible for cash benefits provided under this section.

ARTICLE 16: FUNERAL LEAVE

Section 16.01

In the event of a death in the immediate family of an employee, the employee shall be granted two (2) twenty-four (24) hour tour leaves of absence with full pay to make household adjustments or to attend funeral services. Tour leaves have to be consecutive days. If the employee requests extra days under this article because of unusual circumstances (i.e. distance), the Fire Chief may grant up to one (1) additional twenty-four (24) hour tour leave absence. For the purpose of this section,

immediate family is defined to include spouse, parents, parents-in-law, step parent, child, step child, brother, sister, grandparents, grandparents-in-law, grandchild, half-brother, half-sister, sister-in-law, brother-in-law, (spouse's siblings or sibling's spouse), aunt or uncle, niece or nephew.

ARTICLE 17: LEAVE OF ABSENCE / FAMILY MEDICAL LEAVE ACT

Section 17.01

Any employee desiring leave of absence from his employment shall secure written permission from the employer. The maximum leave of absence shall be at the employer's discretion but such discretion shall not be unreasonably exercised. Full seniority rights shall be maintained during a leave of absence.

Section 17.02

The City and Union agree and acknowledge that the provision of the Family and Medical Leave Act of 1993 and all subsequent amendments are applicable to all members of the bargaining unit. The City and the Union will adhere to regulations of the Family Medical and Leave Act ("FMLA") as interpreted by the Department of Labor, the Federal agency enforcing the FMLA. The ~~city~~City may adopt reasonable policies with regards to the administration of FMLA. Employees may grieve any unreasonable policy and any determination made by the City that violates the employee's rights under the Act in lieu of the filing complaint with the Secretary of Labor or filing suit.

Section 17.03

Whereas an employee who is eligible for leave under the FMLA, has forty-eight (48) hours or less of sick leave remaining, the employee may elect to take unpaid leave under the FMLA rather than exhaust the remaining leave.

ARTICLE 18: JURY DUTY PAY

Section 18.01

In the event that an employee loses all or part of his/-her time on account of jury services, the Employer shall pay such employee an amount sufficient to guarantee no loss of wages on account of such absence from work. Employees must pay to the City any compensation they receive for jury service within five (5) business days of receipt.

In accordance with the foregoing, a forty-eight (48) hour employee called for jury duty on the day after his/her scheduled shift will be excused without loss of pay from 1900 on the night before his/her jury duty until 0700 of the day of his/her jury duty. If a forty-eight (48) hour employee reports for jury duty on a regularly scheduled shift day and is not recalled to jury duty for the next day, he/she must return to duty no later than 1900 on that same regularly scheduled shift day.

ARTICLE 19: COURT TIME PAY

Section 19.01

Any employee covered by this ~~agreement~~ Agreement who is required by the City to attend Court outside of his/ her regular work shift shall receive a minimum of four (4) hours pay at his-/her applicable hourly rate for such attendance. No court time shall be allowed to any such employee who has been notified that his-/her presence is not needed, prior to the end of his/her shift, on the day preceding a scheduled Court appearance. If he-/she is required to stay in attendance at such Court for more than four (4) hours, in any one (1) day, he-/she shall be paid for the actual hours spent that day. Provided, however, that any and all fees, compensation or allowances, to which any employee, is or would be entitled to, for such court time, as provided for by statute or court order, shall be turned over and paid to the ~~city~~ City, and not retained by the employee. No such Court time shall be considered overtime in computing his-/her regular hourly rate.

ARTICLE 20: INSURANCE

Section 20.01

The Employer will continue to provide the same or comparable insurance programs in effect and attached hereto, on the date of the execution of this ~~agreement~~ Agreement.

Section 20.02

The Employer will provide prescription drug coverage to all employee's covered under this ~~agreement~~ Agreement and all of their eligible dependents. See Section 20.03 for further details.

Section 20.03

Effective January 1, 2017, the City's contribution for employee health insurance shall be ninety-five percent (95%) of the total monthly premium for employees who have obtained gold or platinum status in the wellness program the preceding year. Effective January 1, 2017, contributions for employee health insurance shall be ninety percent (90%) of the total monthly premium for employees who have not obtained at least gold status in the Wellness program the preceding year. The remaining share of the monthly premium shall be deducted from enrolled employees via bi-weekly payroll deduction.

Effective January 1, 2021, employees who have obtained gold or platinum status in the Wellness program the preceding year will pay six and twenty-five one hundredths percent (6.25%) of the total monthly premium. Effective January 1, 2021, employees who have not obtained at least gold status in the Wellness program the preceding year will pay twelve and five tenths percent (12.5%) of the total monthly premium.

Effective January 1, 2022, employees who have obtained gold or platinum status in the Wellness program the preceding year will pay seven and five tenths percent (7.5%) of the total monthly premium. Effective January 1, 2022, employees who have not obtained at least gold status in the Wellness program the preceding year will pay fifteen percent (15%) of the total monthly premium.

Section 20.04

The City shall make monthly premium contributions for employees on active payroll, employees on paid leave, employees on workers compensation leave and employees on designated FMLA. Employees not covered by this provision will need to make arrangements with the Finance

Department to pay the entire monthly premium five (5) days prior to the start of the month. Failure to do so will result in termination of City provided health care benefits and a notice of COBRA shall be issued.

Section 20.05

In exchange for an increased annual dental maximum of one thousand five hundred dollars (\$1,500.00) per employee deductions for single dental coverage will be one dollar (\$1.00) per pay and employee deductions for family coverage will be two dollars and fifty cents (\$2.50) per pay.

Section 20.06

Each bargaining unit shall appoint up to two (2) representatives to the Health Care Cost Containment Committee. The City shall appoint up to two (2) representatives for non-union employees (not including support staff required for facilitating the work of the committee.) In addition, the Mayor and up to two (2) members of ~~City eouncil~~ Council shall sit on the committee. The committee will meet as necessary, but not less than annually, to review costs associated with all medical insurance policies and identify methods for controlling cost.

ARTICLE 21: UNIFORMS, PROTECTIVE CLOTHING & EQUIPMENT

Section 21.01 - Protective Clothing

The Employer shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing and other protective equipment, such as personal alarm devices, or personal floatation devices, necessary to preserve and protect the safety and health of the Fire Fighters.

Section 21.02

All protective clothing and equipment shall meet the standard, whether existing or promulgated during the term of this ~~agreement~~ Agreement that provides the highest level of worker protection from among federal, state, provincial, or voluntary consensus standards.

Section 21.03

Only personnel who have been trained and certified by the manufacturer or applicable federal agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.

Section 21.04

Each full-time member of the Fire Department is entitled to an allowance in the amount of one thousand dollars (\$1,000.00) dollars annually for the payment towards approved uniforms: three hundred dollars (\$300.00) shall be paid directly to each bargaining unit member and up to seven hundred dollars (\$700.00) may be added to the member's uniform account. The uniform account shall never exceed seven hundred dollars (\$700.00).

ARTICLE 22: REVIEW OF PERSONNEL FOLDER

Section 22.01

Members of the bargaining unit shall be allowed to review their personnel folder at any reasonable time upon request. If a member, upon examining his/her personnel folder has reason to believe that there are inaccuracies in those documents to which ~~he~~the member has access; the member may write a letter to the Employer explaining the alleged inaccuracy. This letter shall become part of the personnel folder.

ARTICLE 23: LONGEVITY

Section 23.01

All full-time fire fighters of the City of Macedonia shall receive a longevity stipend for his/her years of service in accordance with the following schedule:

<u>Years of Service:</u>	<u>Stipend:</u>
3	\$400.00
4	450.00
5	500.00
6	550.00
7	600.00
8	650.00
9	700.00
10	1000.00
11	1000.00
12	1000.00
13	1000.00
14	1000.00
15	1250.00
16	1250.00
17	1250.00
18	1250.00
19	1250.00
20	1500.00
21	1500.00
22	1500.00

23	1500.00
24	1500.00
25	1750.00
26	1750.00
27	1750.00
28	1700 1750.00
29	1750.00
30+	2000.00

Section 23.02

Longevity payments shall be made in the amounts contained in the above schedule, minus all deductions required by law, in a separate check on the payroll following the anniversary date.

Section 23.03

In the event of a death of a member, the estate of said member shall be the prorated share of his/her earned longevity stipend. Any member leaving for retirement shall receive the prorated portion of their longevity payment based upon the date of leaving.

ARTICLE 24: PAY CHECK/PAY STUB

Section 24.01

The Employer shall continue to pay employees ~~their checks~~ on Friday of every other week.

~~***Section 24.02***~~

~~Those employees scheduled off duty on Friday may pick up their checks on Thursday preceding pay days, so as not to create unnecessary trips or hardships on said employees. Employee's wishing to pick their checks up early shall notify the payroll clerk or Finance Director. The payroll clerk or Finance Director must approve in advance the employee's right to pick up their pay checks.~~

ARTICLE 25: MAINTENANCE OF STANDARDS

Section 25.01

The Employer agrees that all conditions of employment relating to wages, hours of work, and all other general working conditions, including job classification, shall be maintained at not less than the highest standard in effect at the signing of this ~~agreement~~ Agreement and shall not be changed or discontinued except by agreement between the Employer and the Union. It is further agreed that any rights, privileges or benefits with respect to wages, hours of work and other general working conditions previously enjoyed or at the present being enjoyed by the employee's herein shall not be changed or discontinued except by the agreement between the Employer and the Union. All rights, benefits and privileges established by ordinance, statute or any other law not specifically changed or altered herein, shall remain in full force and effect.

ARTICLE 26: DRUG FREE WORKPLACE

Section 26.01

The City shall form a Drug Free Workplace Committee. The committee shall meet to develop a random drug testing program, prior to July 1, 2005, that requires a minimum twenty-five percent (25%) random drug testing pool, employee education and supervisor training.

The Drug Free Workplace Committee shall meet at least annually to review the Drug Free Workplace program.

ARTICLE 27: LABOR MANAGEMENT COMMITTEE

Section 27.01

Effective in 2021, the City and the Union will convene a Labor Management Committee (“LMC”) comprised of up to two (2) bargaining unit members appointed by the Union and up to two (2) members of the Fire administration. The LMC will meet at least quarterly or on a mutually agreeable date at the request of either party. The LMC will discuss matters of mutual concern to the parties and, at least five (5) business days prior to a scheduled LMC meeting, the parties will agree on a written agenda of items to be discussed.

ARTICLE ~~27~~28: DURATION OF AGREEMENT

Section ~~27~~28.01

Unless otherwise set forth herein, ~~This agreement~~ Agreement shall be effective as of January 1, ~~2018-2020~~ and shall remain in full force and effect until December 31, ~~2019-2022~~ unless otherwise terminated as provided herein.

Section ~~27~~28.02

If either party desires to modify, amend to terminate this ~~agreement~~ Agreement, it shall give written notice of such intent in accordance to the Ohio Revised Code. Such notice shall be by electronic mail with receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

IN WITNESS WHEREOF the parties hereto have caused this ~~agreement~~ Agreement to be duly executed on this

_____ day of _____, ~~2019~~2020

FOR THE EMPLOYER

FOR THE UNION

Nicholas Molnar, Mayor

FF. David Aberth, President

_____ Witness

|
President

~~Lt. FF Rob Lewis~~ Tim Best, Vice

APPENDIX A – WAGE TABLE

	<u>Jan. 1, 2020 – 2%</u>	<u>Jan. 1, 2021 – 2%</u>	<u>Jan. 1, 2022 – 2%</u>
<u>Step 1 - Probation to 12th Month</u>	<u>\$50,805.86</u>	<u>\$53,657.98</u>	<u>\$54,731.14</u>
<u>Step 2 - 13th Month</u>	<u>\$55,301.96</u>	<u>\$58,244.00</u>	<u>\$59,408.88</u>
<u>Step 3 - 25th Month</u>	<u>\$60,771.39</u>	<u>\$63,822.82</u>	<u>\$65,099.28</u>
<u>Step 4 - 37th Month</u>	<u>\$66,781.75</u>	<u>\$68,764.88</u>	<u>\$70,140.18</u>
<u>Step 5 - 85th Month</u>	<u>\$68,284.33</u>	<u>\$71,486.01</u>	<u>\$72,915.74</u>
<u>Fire Prevention Inspector</u>	<u>2% increase to current wage</u>	<u>\$76,132.60</u>	<u>\$77,655.26</u>
<u>Fire Lieutenant</u>	<u>\$77,161.29</u>	<u>\$80,779.20</u>	<u>\$82,394.79</u>

ORIGINATOR: ADMINISTRATION

SPONSOR: _____

**CITY OF MACEDONIA
ORDINANCE NO. 3 - 2021**

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF
UNDERSTANDING WITH THE SUMMIT SOIL AND WATER CONSERVATION
DISTRICT AND THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR
ASSISTANCE IN IMPLEMENTING SOIL AND WATER CONSERVATION
MEASURES**

WHEREAS, the City of Macedonia is responsible for carrying out the mandated responsibilities inherent in the NPDES (National Pollutant Discharge Elimination System) Phase II Storm Water Permit; and

WHEREAS, Macedonia recognizes the need for effective collaboration with other communities to successfully implement water quality education programs for its citizens; and

WHEREAS, the Summit Soil and Water Conservation District (“SSWCD”) has the technical and educational expertise and staff to assist communities with such services; and

WHEREAS, the Northeast Ohio Regional Sewer District (“NEORS”) is required to provide Phase II stormwater regulation support services to its member communities and is further authorized to provide such services through agreement with service providers such as SSWCD.

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

Section 1. That it is hereby determined and declared to be necessary for the protection of the public health, safety and welfare of the City of Macedonia to enter into a Memorandum of Understanding, as set forth in the document attached hereto as Exhibit “A” and incorporated herein by reference, with the SSWCD and NEORS to authorize such agencies to provide the City with the necessary Northeast Ohio Public Involvement and Public Education Work (“NEO PIPE”) programming and pollution prevention and good housekeeping (“P2/GHK”) assistance under the Ohio EPA Municipal Separate Stormwater Sewer System (“MS4”) permit.

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

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

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Amanda Trzaska, Clerk of Council

YEAR 2021-2025

MEMORANDUM OF UNDERSTANDING Between the Summit Soil and Water Conservation District and the Northeast Ohio Regional Sewer District and the City of Macedonia

This Memorandum of Understanding ("MOU") is made this **xx** day of **xx**, 2021 ("Effective Date"), between the Summit Soil and Water Conservation District (SSWCD) and the Northeast Ohio Regional Sewer District (NEORSD), pursuant to the authority of Board of Trustees Resolution No. 301-20, adopted November 5, 2020, and City of Macedonia for the provision of technical assistance in implementing soil and water conservation measures.

Purpose – Implementation of conservation education, stewardship, public involvement, and pollution prevention/good housekeeping activities that correspond to the City's Municipal Separate Storm Sewer System (MS4) permit.

Recognizing the need for effective collaboration in raising awareness through education, stewardship opportunities, public involvement and working to change the perceptions and behaviors of the public for a cleaner, healthier environment, as is required in the National Pollutant Discharge Elimination System (NPDES) permit, this document sets forth the activities to be undertaken by the parties to facilitate better awareness of environmental issues and potential solutions for a healthier environment. In providing conservation *education* assistance and expertise to the City, the SSWCD will seek to influence all stakeholders to better protect and conserve soil and water resources. The Ohio Revised Code, Chapter 940, describes SSWCD's authority for engaging in this MOU.

Additionally, NEORSD is required to provide Phase II stormwater regulation support services to member communities for Minimum Control Measure ("MCM") Nos. 1,2,3, and 6 under NEORSD's Regional Stormwater Management Code (Title V), and is further authorized to provide such services through agreements with service providers such as the SSWCD.

SSWCD, NEORSD, and the City have mutually agreed to this scope of assistance related to education, stewardship, public involvement, pollution prevention and good housekeeping ("P²/GHK") for the conservation of soil and water resources.

SSWCD Conservation Program

The SSWCD will work with the City to provide a conservation program that includes public education and public involvement, such as that listed in the City's Storm Water Management Plan, or as otherwise mutually agreed upon. The goal of the education, stewardship and public involvement program is to reach diverse stakeholders, including City residents, City staff, school children, etc. through the following services:

1. SSWCD staff will coordinate activities and facilitate program implementation with feedback from the City's designee and/or through an annual stakeholder meeting.

2. SSWCD staff will attend City council meetings, as requested and agreed.
3. SSWCD will assist the City in planning and promotion of a local pollution prevention or clean water event and assist in identifying partnerships with various community stakeholders. Events may include stream clean ups, drain stenciling, water festivals or other activities to engage the public.
4. SSWCD will create a variety of educational materials, including brochures, fact sheets, newsletters, newsletter articles, web-based information for the City's use, special mailings, educational posters and school programs, such as age-specific student programs and teacher workshops related to conservation concerns, including watershed issues, soils and water.
5. SSWCD will provide opportunities for student involvement in local, state and national programs and competitions.
6. On the City's behalf, the SSWCD will participate in the Northeast Ohio Public Involvement and Public Education Work group (NEO PIPE). Products produced by the NEO PIPE Work Group will be shared with the City.
7. The SSWCD will seek opportunities to maximize impact and minimize additional program costs related to printing large quantities of selected materials that become available to the public.
8. The SSWCD will provide at least one community staff training session focused on municipal good housekeeping activities and materials.
9. The SSWCD will assist the community with the generation of a P²/GHK plan.
10. The SSWCD shall conduct Quarterly inspections for all regulated municipal facilities located in the NEORS D's service area and develop a report as specified in the proposal attached to this MOU.
11. The SSWCD will provide an annual report of all activities undertaken, including copies of all fliers, notices, and types of stakeholders reached, attendance records and any data collected.

City of Macedonia Role

12. The City will designate a person to serve as the liaison to the SSWCD. Such person will provide guidance regarding conservation education and public involvement, and coordinate activities such as public involvement days, storm drain stenciling, and watershed planning activities.
13. The City will help to identify potential leaders, including civic leaders, civic groups, senior organizations, fraternal groups, scout leaders, school liaisons, business leaders and anyone else that should be contacted through an outreach program.
14. The City will disseminate program information in a timely manner.
15. The City will assume full responsibility for completion and submittal of their required annual reports and developing their Stormwater Management Plan (SWMP).

16. The City will encourage employees to attend training by SSWCD related to the annual stormwater theme and P²/GHK
17. The City will provide access for SSWCD to enter City properties or regulated facilities for the quarterly inspections.
18. The City will provide copies of the Facility SWP3, inspection checklists and other related documents for P²/GHK.
19. The City's P²/GHK inspector will coordinate with the SSWCD for conducting the annual inspection.

Additional Provisions

20. The City agrees to grant an annual conservation appropriation to the SSWCD, not to exceed \$6,435.00 per twelve-month period following the Effective Date and the SSWCD agrees to use the grant funds to provide a conservation program for the City.
21. The City will provide a resolution to the SSWCD that authorizes this MOU and provides documentation to facilitate dispersal of funds to the SSWCD on an annual basis.
22. The parties agree that the SSWCD is a conservation technical and education service agency and therefore is not granted regulatory authority under this MOU.
23. The parties agree that the working relationship will be defined to include lines of communications with appropriate departments within the City. The SSWCD and the City will meet at least once a year to coordinate a work plan and exchange information with the goal of developing a multi-disciplinary approach to resource management.
24. Credit will be given jointly to the SSWCD and the City in any conservation publications produced.
25. All parties will review quality of service and address concerns as they arise.
26. The City acknowledges the SSWCD's obligation to make its reports and other written materials available to the public on request in accordance with the Ohio Public Records Act.
27. All services of the SSWCD are offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.

Coordination between NEORS and SSWCD

28. In accordance with Title V of NEORS's Regional Stormwater Management Code, NEORS will provide an annual appropriation in the amount of \$6,435.00 to the City, which shall use such appropriation to pay the Summit SSWCD to carry out the services set forth in this MOU, NEORS's Request for Proposals (Exhibit A) and SSWCD's Proposal (Exhibit B).
29. NEORS and SSWCD shall jointly plan annual MCM #1, MCM #2, and MCM #6 activities.
30. SSWCD shall provide NEORS with quarterly reports of services provided to each community.

31. NEORSD will provide PUP signs, poop bags or other swag to SSWCD for the outreach programs based on the proper standards of procedures for requesting such materials.
32. NEORSD will provide SSWCD with customer and stakeholder addresses within their service area to assist with direct mailing of public outreach material.

Term, Renewal, Termination

33. The term of this MOU shall commence on the Effective Date. The City agrees to provide certification to SSWCD, in a form acceptable to SSWCD and in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code, as applicable, that the City has appropriated funds in the amount specified herein to support SSWCD's operations under this MOU for the following 5 year period. This MOU shall terminate on the 5-year anniversary of the Effective Date.
34. This MOU may be amended or terminated at any time by mutual consent of all parties.

Miscellaneous

36. Integration. This MOU represents the entire and integrated agreement between the parties. This MOU supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this MOU.
37. Amendment and Waiver. This MOU may not be amended, supplemented, or waived except by a writing signed by the parties. The waiver of any particular right or claim does not constitute a waiver of any other right or claim. This MOU may be amended to achieve additional goals of the parties with the written consent of the parties.
38. Assignment. No party shall assign its rights or delegate its duties under this MOU without the prior written consent of the other parties. Subject to such consent, this MOU shall be binding upon and for the benefit of the parties hereto, their successors and assigns.
39. Capacity to Execute. Each party hereby certifies that all actions necessary to execute this MOU were taken and that the person executing this MOU is authorized to do so and has the power to bind their respective party to the terms and conditions contained herein.
40. Review by Legal Counsel. Each party has had the opportunity to review this MOU with the assistance of legal counsel. Accordingly, the parties agree that the rule of construction that any ambiguity in this MOU is to be construed against the drafting party is not applicable.
41. No Authority to Bind. No party has the power or authority to bind the other parties to contracts or other obligations.
42. Severability. If any provision of this MOU is found invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, the remainder of this MOU will

continue in full force and effect.

43. Force Majeure. No party may be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.
44. Reservation of Rights. A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this MOU, whether of a like or different character.
45. Notices. Every notice and demand required under the terms of this MOU shall be in writing and must be sent by _____, to the following addresses as appropriate. All notices are effective upon receipt. A party may change its address by giving written notice to the other parties.

Summit Soil & Water Conservation District
Attn: Brian Prunty
1180 S Main St #241
Akron, OH 44301

Northeast Ohio Regional Sewer District
Attn: Crystal Davis
3900 Euclid Ave.
Cleveland, OH 44115

City of Macedonia
XXX
XXX

46. Compliance. Each party agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.
47. Ethics Compliance. Each party agrees to comply with Ohio Ethics Laws as listed in the Chapters 102 and 2921 of the Ohio Revised Code. By signing this MOU, each party certifies that it is in compliance with these provisions.
48. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Ohio.
49. Forum. Any litigation arising under this MOU must be litigated in the Akron Municipal Court or the County of Summit Court of Common Pleas, and each party submits itself to the jurisdiction and venue of those courts.

In witness thereof, the Memorandum executed and agreed to on the latest day, month and year written below:

Summit Soil & Water
Conservation District

City of Macedonia

By: Dennis Stoiber
Chair

By: Hon. xx

Date:

Date:

Northeast Ohio Regional Sewer District

By: Kyle Dreyfuss-Wells
Chief Executive Officer

And: Darnell Brown, President
Board of Trustees

Date:

Date:

This Instrument Reviewed By:
Katarina K. Waag
Assistant General Counsel
Northeast Ohio Regional Sewer District

CONTRACT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

SUMMIT SOIL AND WATER
CONSERVATION DISTRICT

CITY OF MACEDONIA

FOR

2021-2024 PHASE II TECHNICAL
ASSISTANCE IMPLEMENTING SOIL AND
WATER CONSERVATION MEASURES

CERTIFICATION

It is hereby certified that the amount required to meet the contract, agreement, obligation, payment or expenditure, for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of the fund free from any obligation or certification now outstanding.

Total Annual Approximate Cost: \$6,435.00

CHIEF FINANCIAL OFFICER

Date

The legal form and correctness of the within instrument are hereby approved.

CHIEF LEGAL OFFICER

Date

2021-2025 MS4 Permit Support Services Proposal

City of Macedonia

Prepared for:

Crystal Davis
Watershed Programs Specialist
Northeast Ohio Regional Sewer District
3900 Euclid Avenue
Cleveland, Ohio 44115

Prepared By:

Brian Prunty
Summit Soil and Water Conservation District
1180 S. Main Street, Suite 241
Akron, Ohio 44301

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Introduction:

The **City of Macedonia** is a regulated Phase II Municipal Separate Storm Sewer System (MS4) and is covered as a co-permittee under the Summit County National Pollutant Discharge Elimination System (NPDES) Phase II Municipal Stormwater Permit. This NPDES program is a requirement of the federal Clean Water Act and is implemented by the Ohio EPA under the current MS4 NPDES Permit. This MS4 Permit requires that all permittees develop a stormwater management program (SWMP) aimed at reducing the discharge of pollutants into the permittee's municipal separate storm sewer system. The SWMP shall address each of the six minimum control measures described in Part III.B of the permit.

The Northeast Ohio Regional Sewer District (NEORS) is seeking proposals from Summit Soil and Water Conservation District (SSWCD) to provide services and support to NEORS's member communities located in Summit County in a five-year agreement. The request for proposal specifically addresses services for Minimum Control Measure (MCM) #1 Public Education and Outreach, MCM #2 Public Participation/involvement and MCM #6 Pollution Prevention/Good Housekeeping.

SSWCD will address the items outlined as tasks in the RFP but we will include the proposed Best Management Practices (BMPs) and Mechanisms of Delivery (MOD) depicted in the Community's SWMP to ensure compliance with their MS4 permit.

Scope and Approach:

SSWCD will formally offer services to the member community within the NEORS service area. SSWCD will establish MOUs with all communities that respond and seeking to engage with the proposed services. SSWCD will provide the NEORS with copies of all correspondence and documentation as directed under Task 1 for MCMs #1, 2, 6.

SSWCD will develop an outreach plan for the participating community that identifies target audiences, pollutants of concern (POC), Sources of Pollution (SOP) and the TMDLs, an annual outreach strategy, program activities and BMP effectiveness. These items will be infused into a program that is integrated with the requirements outlined in their SWMP. Specific responsibilities will be defined in the MOU signed between the community and SSWCD.

SWCD will identify and prioritize POC described in the community's watershed TMDLs and then coordinate those with the community's annual stormwater theme. SSWCD will measure voluntary behavior changes through methods of workshops, residential stormwater credit applications, BMP retrofits, surveys and quantity of materials passed out.

SSWCD will be responsible to provide community outreach deliverables to meet the requirement of the MS4 Permit MCM 1-2 and the obligations defined in the community's SWMP.

SSWCD will develop and provide at least one staff training session per year focused on five stormwater themes. Specifically, the community is a member of the Summit County PIPE group which holds additional meetings and presentations related to the stormwater themes. In addition to the PIPE meetings, each community will have a private training session for their staff related to the stormwater theme. SSWCD hosts an annual teacher's workshop and will specifically target teachers from grades 3rd, 5th, 7th and 10th from schools located in the member community. Teachers who attend this workshop receive several guides to incorporate into their classroom curriculum. The following guides provided are Project Wild - Aquatic, Project Wet and Wonders of Wetlands. To reach at least 50% of the population of this member community, we will mail stormwater information to the member community's residents.

SSWCD will develop and perform one customized training session for this member community focused on municipal good housekeeping activities. SSWCD will maintain a sign in sheet and/or training log with names of attendees. P²/good housekeeping outreach materials will be distributed to community staff at the annual training event. SSWCD will assist staff with implementing their P²/good housekeeping plans and SWP3s for their community's regulated facilities. SSWCD will coordinate and perform the quarterly inspections with an employee of the community and provide an inspection report.

SSWCD will provide the NEORSD with quarterly progress reports as defined in the RFP. SSWCD will assist the community in the preparation of the annual report for MCMs 1, 2, and 6. SSWCD staff will meet with community staff and provide records, list of events and information needed to complete the OEPA MS4 annual report forms. All reports will be provided to the NEORSD and community as depicted in the service agreements. Additionally, SWCD staff will participate and provide guidance to the member community during MS4 audits.

Assumptions:

The community will coordinate information, efforts, documents, reports, resources, access and other items which will assist SSWCD to perform the required tasks. That the MOU will be met by all parties and the community will pay SSWCD. That NEORSD will assist or provide information, data and resources such as, addresses, pup signs and poop bags to complete the tasks.

Summit SWCD Staff:

The District Program Administrator (DPA) will be responsible for the overall management and oversight for the proposed services and task outlined in this proposal. The DPA will assist supporting staff with the other MCMs depicted in this proposal.

The Education Specialist will be the responsible position to implement the tasks and outlined requirements for MCM #1 and 2 or PIPE program. This individual will also be responsible for the reporting and documentation requirements.

Stormwater Specialist and Stormwater Inspectors are responsible for MCM #6 activities outlined in this proposal. They will coordinate and conduct the quarterly inspection and staff training related to MCM #6.

The Administrative Assistant involvement will be less than 10% of the workload related to this proposal. Their work will consist of invoicing and budgetary support, and assistance to the other positions.

AmeriCorps Service member will be utilized to assist the Education Specialist with public events, manning booths, coordinating public involvement activities and other MCM 1 & 2 activities.

A detailed report with breakdown of cost for each task is available in the back of this proposal under the appendices.

SSWCD estimates this five-year service agreement will cost **\$10,725.00** annually to perform and meet the requirements outlined in the community SWMP for Minimum control measures 1, 2 and 6. When the state match is deducted from the total cost, the SSWCD's request is **\$6,435.00** from the community to perform these services. An annual breakdown of cost, state match and requested amount can be found in Appendix A.

Appendices:

Appendix “A” Programs and Cost

2021-2025 City of Macedonia Annual Appropriation

Administrative Tasks:	Cost
Memorandum of Understanding	\$150
Invoicing	\$150
Reporting	\$150
MS4 Annual Report Assistance	\$500
2020 - 2025 SWMP	\$250
Total:	\$1,200.00

MCM #6 Tasks:	Quantity	Cost
Facility Inspection	12	\$4,200
Staff Training - P2/GHK	1	\$350
Total:		\$4,550.00

MCM # 1&2 Tasks:	Quantity	Cost
Public Events	1	\$500
Public Involvement	3	\$1,650
Staff Training - Theme	1	\$350
Mechanisms of Delivery	1	\$1,000
Residential Community Mailing	1	\$500
Total:		\$4,000.00

Program Cost and Appropriations:	Cost
Total	\$9,750.00
10% contingency	\$975.00
Total Program Cost	\$10,725.00
State Match	\$4,290.00
Local Appropriation	\$6,435.00

ORIGINATOR: ADMINISTRATION

SPONSOR: _____

**CITY OF MACEDONIA
ORDINANCE NO. 4 -2021**

**AN EMERGENCY ORDINANCE
ESTABLISHING THE COMPENSATION SCHEDULE FOR THE NON-UNION
CITY EMPLOYEES OF MACEDONIA EFFECTIVE JANUARY 1, 2021**

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

Section 1. That effective January 1, 2021 the following employees which are exempt from the collective bargaining units, shall be assigned to the designated paygrades. Where the ranges of pay are specified below in Sections 1 through 4, the Mayor shall determine the specific salary or wage applicable, which compensation shall be within the given paygrade unless expressly authorized by Council:

Position	Paygrade	# of Staff
Mayor's Office		
Mayor	1% above midpoint of Paygrade 13**	1
Administrative Executive - To the Mayor	9	1
Director of Information Technology (exempt)	12	1
Human Resource Director (exempt)	12	1
Human Resource/Payroll Specialist	8	1
Clerk of Courts	7	1
*Deputy Clerk of Courts	5	1
Finance Department		
Finance Director (exempt)	13	1
Deputy Director (exempt)	10	1
Accounts Receivable Administrator	6	1
*Accounts Payable Administrator	6	1
Council		
Members of Council	MES to earn full year credit	5
Clerk of Council	7	1
Parks and Recreation Department		
Recreation Director (exempt)	12	1
Aquatic Programs Coordinator (exempt)	10	1
Aquatics/Pool Supervisor	4	As Needed
Swimming Instructor	4	As Needed
Swim Coach	3	As Needed
Lifeguard	3	As Needed
Assistant Swim Coach	2	As Needed
Recreation Programs Coordinator	6	1
Recreation Supervisor	4	As Needed

Rec Leader	2	As Needed
Head Camp Counselor	2	As Needed
Camp Counselor	2	As Needed
Membership and Special Programs Coordinator	6	1
Fitness Supervisor	2	As Needed
Fitness Attendant	1	As Needed
Front Desk Supervisor	3	As Needed
Front Desk Attendant	1	As Needed
Tot Room Attendant	1	As Needed
Administrative Coordinator	6	1
Building & Facilities Maintenance	6	1

Public Service Department

Director of Public Service (exempt)	12	1
Service Department Supervisor	10	1
Building & Equipment Maintenance Supervisor	7	1
Administrative Assistant	6	1
Seasonal Maintenance	2	As Needed
Maintenance - P/T	2	As Needed
Building Maintenance - Custodian	4	2

Building Department

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

Police Department

Chief (exempt)	14	1
Lieutenant (exempt)	12	1
Administrative Assistant/Dispatch Supervisor	8	1
Corrections Officer	5	1
Corrections Officer - P/T	5	As Needed
Dispatchers - P/T	7	As Needed

Fire Department

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

Section 2: That effective January 1, 2021 the following paygrades shall be implemented for all non-bargaining employees.

Compensation 2021			
	Minimum	Midpoint	Maximum
Paygrade 1	Minimum Wage	11.09	13.25
Paygrade 2	Minimum Wage	11.94	14.96
Paygrade 3	9.38	13.16	16.91
Paygrade 4	10.60	14.87	19.13
Paygrade 5	12.00	16.79	21.59
Paygrade 6	13.55	18.96	24.88
Paygrade 7	15.30	21.45	28.12
Paygrade 8	17.29	24.25	31.77
Paygrade 9	19.55	27.39	35.89
Paygrade 10	45,938.76	64,371.18	82,783.20
Bi-weekly Rate	1,766.88	2,475.81	3,183.94
Paygrade 11	51,890.46	72,709.68	93,526.86
Bi-weekly Rate	1,995.79	2,796.53	3,597.19
Paygrade 12	58,643.88	82,182.42	105,674.04
Bi-weekly Rate	2,255.53	3,160.86	4,064.39
Paygrade 13	66,288.78	92,836.32	119,405.28
Bi-weekly Rate	2,549.57	3,570.63	4,592.51
Paygrade 14	74,893.50	104,938.62	134,962.32
Bi-weekly Rate	2,880.52	4,036.10	5,190.86

Compensation 2022			
	Minimum	Midpoint	Maximum
Paygrade 1	Minimum Wage	11.31	13.52
Paygrade 2	Minimum Wage	12.18	15.26
Paygrade 3	9.57	13.42	17.24
Paygrade 4	10.81	15.17	19.51
Paygrade 5	12.24	17.13	22.02
Paygrade 6	13.82	19.34	25.38
Paygrade 7	15.61	21.88	26.68
Paygrade 8	17.64	24.74	32.41
Paygrade 9	19.94	27.94	36.61
Paygrade 10	46,857.35	65,658.60	84,438.86
Bi-weekly Rate	1,802.21	2,525.33	3,247.65
Paygrade 11	52,928.27	74,163.87	95,397.40
Bi-weekly Rate	2,035.70	2,852.46	3,669.13
Paygrade 12	59,816.76	83,826.07	107,787.52
Bi-weekly Rate	2,300.64	3,224.08	4,145.67
Paygrade 13	67,614.56	94,693.05	121,793.39
Bi-weekly Rate	2,600.56	3,642.04	4,684.36
Paygrade 14	76,391.37	107,037.39	137,661.57
Bi-weekly Rate	2,938.13	4,116.82	5,294.68

NOTES: Minimum Wage shall not be below State of Ohio or Federal Minimum Wage Requirements
 Positions listed in paygrades 1-4 are part-time
 Positions with an (*) may be subject to part-time hours
 **The salary of the Mayor shall be 1% above the "midpoint: of Paygrade 13 identified in Section 2 of this Ordinance

as of November 30, immediately preceding the start of a mayoral term of office, beginning with and continuing after the mayoral term commencing December 1, 2019
 Positions listed in paygrade 9 and lower are non-exempt in accordance with the FLSA and shall be compensated at an hourly rate
 Positions listed in paygrade 10 and above are exempt in accordance with the FLSA and shall be compensated based on a standard 40-hour week
 All Part-time Firefighter/Rescue employees authorized to work holidays shall be paid overtime

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

	<u>2020</u>	<u>2021</u>	<u>2022</u>
<u>Part-time Firefighter/Rescue Certification Incentives</u>			
Basic Driver 3rd class Engineer	.43	.44	.45
Advance Driver 2nd class Engineer	.74	.75	.77
Advance Driver 1st class Engineer	.74	.75	.77
Fire Training (240 hour)	.43	.44	.45
EMT - Advanced	1.77	1.81	1.85
EMT - Paramedic	1.79	1.83	1.87
<u>Dispatcher Certification Incentives (cumulative)</u>			
LEADS Certification	2.50	2.50	2.50

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

Law Department

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

Building Department

Staff Engineer (hourly rate)	48.87
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Section 5: That effective January 1, 2012, Aquatic Fitness Instructors, Land Fitness Instructors and Specialty Instructors shall be paid as independent contractors on a per class or per session basis. That the Director of Parks and Recreation shall be authorized to enter into contracts for the purpose of providing fitness and specialty programming at rates competitive with the rates being offered by surrounding communities for similar programming instructors. That instructors shall continue to be paid according to applicable ordinances.

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

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

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

Section 9: WHEREFORE, this Ordinance 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 involves the daily operation of various municipal departments and provided it receives the affirmative vote of three (3) or more of the members elected or appointed to this Council, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Amanda Trzaska, Clerk of Council