



TO: Council Members
Mayor Molnar
Directors
Staff
Media

February 23, 2021

From: Law Department

RE: AGENDA - Work Session & Regular Meeting: Thursday, February 25, 2021
Work Session: 7:00 p.m. – 7:30 p.m.
Council Meeting: 7:30 p.m.

I. ROLL CALL

II. PLEDGE OF ALLEGIANCE BY MAYOR NICK MOLNAR

III. APPROVAL OF MINUTES

Thursday, February 11, 2021 – Regular Council Meeting

Tuesday, February 16, 2021 - Special Council Meeting

IV. PUBLIC COMMENTS

V. CORRESPONDENCE

VI. PENDING &/OR NEW LEGISLATION

ORD. NO. 10-2021 [V. Ventura]

AN ORDINANCE AMENDING CHAPTER 505 OF THE CODIFIED ORDINANCES OF THE CITY OF MACEDONIA RELATIVE TO ANIMALS AND FOWL

First Rdg: 2.11.2021

Second Rdg:

Third Rdg

ORD. NO. 11-2021[_____]

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

First Rdg:

Second Rdg:

Third Rdg

ORD. NO. 12-2021[_____]

AN ORDINANCE AUTHORIZING THE DISPOSITION OF CERTAIN MUNICIPAL PROPERTY BY THE CITY OF MACEDONIA'S INFORMATION TECHNOLOGY DIRECTOR

First Rdg:
Second Rdg:
Third Rdg

ORD. NO. 13-2021[_____]

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A JOINT IMPROVEMENT AGREEMENT BETWEEN THE VILLAGE OF GLENWILLOW, VILLAGE OF OAKWOOD, AND THE CITY OF TWINSBURG RELATIVE TO THE INTERSECTION AT RICHMOND/BROADWAY/RAVENNA/SHEPARD ROADS

First Rdg:
Second Rdg:
Third Rdg:

VII. MOTIONS/OTHER LEGISLATIVE ACTION

Motion to amend Exhibit A of Resolution 8-2020 to change all references of 'Iroquois Trail' to 'Iroquois Run' concerning roads to be repaved.

VIII. MAYOR'S REPORT

IX. COMMITTEE REPORTS

X. DEPARTMENT REPORTS

Parks & Recreation Department:	Director Jason Chadock
IT Department:	Director Kyle Collins
Engineer Department:	Director Joe Gigliotti
Police Department:	Chief Jon Golden
Service Department:	Director John Hnottavange
Fire Department:	Chief Brian Ripley
Human Resources Department:	Director Annette Smith
Finance Department:	Director John Veres
Law Department:	Director Mark Guidetti

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

Motion to enter into executive session pursuant to R.C. 121.22(G)(3) to discuss pending or threatened litigation.

XIII. ADJOURNMENT

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

FEBRUARY 2021

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
	1	2	3	4	5	6
		Mayor's Court				
7	8	9	10	11	12	13
	Planning Commission Monthly Meeting	Mayor's Court		City Council Work Session City Council Meeting		
14	15	16	17	18	19	20
Valentine's Day	Presidents' Day	Mayor's Court Special Council Meeting [VIRTUAL]	Civil Service Commission [Annual Meeting – Virtual] Parks and Recreation Commission Parks and Recreation Commission View All 4 Events >>			
21	22	23	24	25	26	27
		Mayor's Court		City Council Work Session City Council Meeting		
28	1	2	3	4	5	6
		Mayor's Court				

-End-

ORIGINATOR: ADMINISTRATION

SPONSOR: _____

**CITY OF MACEDONIA
ORDINANCE NO. 10 -2021**

**AN ORDINANCE
AMENDING CHAPTER 505 OF THE CODIFIED ORDINANCES OF THE CITY OF
MACEDONIA RELATIVE TO ANIMALS AND FOWL**

WHEREAS, it is necessary and in the best interest of the health, safety and welfare of City residents to amend Chapter 505 of the Codified Ordinances of the City of Macedonia relative to animals and fowl.

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

Section 1. That Chapter 505 of the Codified Ordinances of the City of Macedonia shall be amended to create new Section 505.19 as follows:

**CHAPTER 505
Animals and Fowl**

505.19 DISPOSAL OF DOG WASTE

(a) No person who has the charge or control of a dog on any public street, sidewalk, pathway, park, pedestrian way or any public facility, or on any private property not owned or possessed by the owner or person having control of such dog, shall fail to maintain in his or her possession sufficient and readily usable wrappers, materials or implements to remove and properly dispose of any fecal matter that may be deposited on the ground by the dog.

(b) No person who has the charge or control of a dog on any public street, sidewalk, pathway, park, pedestrian way or any public facility or on any private property not owned or possessed by the owner or person having control of such dog shall fail to remove and properly dispose of any fecal matter that may be deposited on the ground by the dog.

(c) A disabled person who has the charge or control of a guide dog or an officer who has the charge of a police dog in the performance of law enforcement duties shall be exempt from the provisions of this section.

(d) Whoever violates this section is guilty of a minor misdemeanor. In addition to any other method of enforcement provided for in this chapter, the provisions of this section may be enforced by the issuance of a citation in compliance with Rule 4.1 of the Ohio Rules of Criminal Procedure.

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

ORIGINATOR: ADMINISTRATION

SPONSOR: _____

**CITY OF MACEDONIA
ORDINANCE NO. 11 - 2021**

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

WHEREAS, the Ohio Rules of Criminal Procedure specify that a person charged with a petty offense cannot be incarcerated unless they are represented by counsel; and

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

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

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

Section 1. That the Mayor is hereby authorized and directed to execute the agreement with the Summit County Public Defenders Commission for the representation of indigent persons charged with a violation of the Codified Ordinances of the City of Macedonia between the period of January 1, 2021 to December 31, 2021 at a per case cost of One Hundred Seventy Dollars (\$170.00) and as otherwise set forth in the document attached as Exhibit “A” and incorporated herein by reference.

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

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

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Mark V. Guidetti, Director of Law

AGREEMENT

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

WITNESSETH:

WHEREAS, the CITY has entered into an agreement to obtain the services of the DEFENDER to provide legal counsel to indigent persons charged with loss of liberty offenses in its municipal jurisdiction for 2021; and

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

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

Section 1. The DEFENDER shall provide counsel in the Stow Municipal Court to persons charged with a violation of the Codified Ordinances of the CITY OF MACEDONIA, Ohio, and who meet all the following specifications:

- a. The judge has determined in accordance with Subsection D of Rule 44 of the Ohio Rules of Criminal Procedure that such person is unable to obtain legal counsel.
- b. Such person has not waived the right to counsel in accordance with Rule 43 (C) of the Ohio Rules of Criminal Procedure.

- c. The judge determines that a sentence of confinement may be imposed on such person should he be convicted.
- d. Defines “eligible person” as an individual who at the time this need is determined, to be indigent in accordance with Sections 120.05 and 120.15 of the Ohio Revised Code and Section 120-1-03 of the Ohio Administrative Code and other rules and standards established by the Ohio Public Defender and the Commission.

Section 2. The CITY shall pay to the DEFENDER a fee for the services provided in Section 1 of the Agreement of One Hundred Seventy Dollars (\$170.00) per case for all cases opened between January 1, 2021 through December 31, 2021.

a. The parties hereto agree that said representation of such indigent person shall not exceed the fee schedule in effect and adopted by Summit County, Ohio (said fee schedule currently allows payment of up to \$750.00 per case as and for a trial.)

Section 3. The DEFENDER shall send semi-annual statements to the CITY certifying the number of cases completed during the preceding months.

Section 4. The Agreement shall expire on December 31, 2021.

Section 5. In the event the CITY does not renew this Agreement, the CITY agrees to pay the DEFENDER the amount of One Hundred-Seventy Dollars (\$170.00) per pending case upon the completion of said case.

Section 6. Should the DEFENDER be succeeded by a county defender organized in accordance with the Ohio Revised Code, the DEFENDER may assign its duties under this assignment and shall not be made by either party without the prior written consent of the other; provided, however, that the DEFENDER is expressly authorized to provide the services described in Section 1 through the Legal Defender Office of Summit County, Ohio Inc.

Section 7. Should the DEFENDER or any other entity receive reimbursement for the services performed by the DEFENDER, the DEFENDER shall insure the CITY receives its prorated share of such reimbursement through credit toward the CITY's payment and/or payments, direct or indirect, to the CITY.

Section 8. The DEFENDER shall defend and hold harmless the CITY from any and all claims or liability resulting from the services performed by the DEFENDER under the contract.

Section 9. All amendments to this Agreement shall be in writing and signed by both parties.

Section 10. This contract shall be subject to the approval of the Ohio Public Defender Commission. In addition to indigency determination, all rules, standards and guidelines issued by the Office of the Ohio Public Defender and Ohio Public Defender Commission shall be followed.

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

IN THE PRESENCE OF:

CITY OF MACEDONIA

Witness for Mayor/designee

_____/_____
Mayor (or designee) Date

Witness for Commission

SUMMIT COUNTY PUBLIC
DEFENDER COMMISSION

Approved as to legal form
and correctness:

_____/_____
Date

_____/_____
Law Director Date

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance

ORIGINATOR: ADMINISTRATION

SPONSOR: _____

**CITY OF MACEDONIA
ORDINANCE NO. 12-2021**

**AN ORDINANCE
AUTHORIZING THE DISPOSITION OF CERTAIN MUNICIPAL PROPERTY
BY THE CITY OF MACEDONIA’S INFORMATION TECHNOLOGY DIRECTOR**

WHEREAS, the Information Technology Director (“IT Director”) of the City of Macedonia is in possession of property owned by the City that is no longer needed for public use, or is obsolete or unfit for the use for which it was acquired, and which has no value; and

WHEREAS, Section 721.15 of the Ohio Revised Code requires the disposition of such municipal property to be determined and authorized by the legislative authority of the municipal corporation; and

WHEREAS, Council deems it necessary and in the best interest to the health, safety and welfare of all City residents to dispose of such municipal property.

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

Section 1. That municipal property owned by the City and currently in possession of the IT Director of the City of Macedonia as indicated on the document attached as Exhibit “A.”

Section 2. Upon review, and upon information provided by the City IT Director, Council hereby determines that the property set forth in Exhibit “A” is municipal property that is no longer needed for public use, or is obsolete or unfit for the use for which it was acquired, and which has no value, and authorizes the City, through its IT Director, to properly discard or salvage the property.

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

Section 4. 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: _____
Mark V. Guidetti, Director of Law









ORIGINATOR: ADMINISTRATION

SPONSOR: _____

**CITY OF MACEDONIA
ORDINANCE NO. 13 - 2021**

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A JOINT IMPROVEMENT
AGREEMENT BETWEEN THE VILLAGE OF GLENWILLOW, VILLAGE OF
OAKWOOD, AND THE CITY OF TWINSBURG RELATIVE TO THE INTERSECTION
AT RICHMOND/BROADWAY/RAVENNA/SHEPARD ROADS**

WHEREAS, the City of Macedonia, Village of Glenwillow, Village of Oakwood, and the City of Twinsburg each have territorial boundaries at or near the intersection of Richmond, Broadway, Shepard, and Ravenna Roads (“Intersection”); and

WHEREAS, certain improvements to the Intersection are needed; and

WHEREAS, it has been deemed necessary and in the best interest of the residents of the City of Macedonia to enter into a cooperation agreement with the Village of Glenwillow, Village of Oakwood, and the City of Twinsburg to share in the expense of the Intersection Improvement Project.

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

Section 1. The Council of the City of Macedonia, Ohio hereby authorizes and directs the Mayor to enter into a Cooperation Agreement with the Village of Glenwillow, Village of Oakwood, and the City of Twinsburg to share in the expense of certain improvements to the Intersection as set forth in the document attached and incorporated by reference as Exhibit “A.”

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

Section 3. 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: _____
Mark V. Guidetti, Director of Law

**JOINT IMPROVEMENT AGREEMENT BETWEEN THE MUNICIPALITIES OF GLENWILLOW,
MACEDONIA, OAKWOOD, AND TWINSBURG FOR THE RICHMOND, SHEPARD, BROADWAY,
AND RAVENNA ROADS INTERSECTION IMPROVEMENTS**

This Agreement made and entered into this _____ day of _____, 2021, by and between the Village of Glenwillow, Ohio, an Ohio municipal corporation, with its main offices located at 29555 Pettibone Road, Glenwillow, Ohio 44139 (hereinafter referred to as "Glenwillow"), the Village of Oakwood, Ohio, an Ohio municipal corporation, with its main offices located at 24800 Broadway Avenue, Oakwood Village, Ohio 44146 (hereinafter referred to as "Oakwood"), the City of Twinsburg, Ohio, an Ohio municipal corporation, with its main offices located at 10075 Ravenna Road, Twinsburg, Ohio 44087 (hereinafter referred to as "Twinsburg") and the City of Macedonia, Ohio, an Ohio municipal corporation, with its main offices located at 9691 Valley View Road, Macedonia, Ohio 44056 (hereinafter referred to as "Macedonia") collectively referred to as the "Parties.";

I. RECITALS

A. General Background

1. At the border of Glenwillow, Macedonia, Oakwood and Twinsburg the intersection of Broadway, Richmond, Ravenna, and Shepard Roads are shown on the attached Exhibit A.

2. The section of the Broadway, Richmond, Ravenna, and Shepard Roads that are shared by the Parties, and as shown in Exhibit A, (hereinafter "Project") requires reconstruction of the intersection to improve traffic patterns. The Project is located in Four (4) Municipalities (Glenwillow, Macedonia, Oakwood & Twinsburg); Two (2) Counties (Summit & Cuyahoga); Two (2) Ohio Department of Transportation Districts (District #4 & #12), Two (2) Metropolitan Planning Organizations (Akron Metropolitan Area Transportation Study - AMATS & Northeast Ohio Areawide Coordinating Agency - NOACA) and Two (2) Ohio Public Work Commission (OPWC) Districts (District #8 & #1).

3. Starting in 2011, the Parties met to discuss the Project intersection improvements. During the 2011 planning and design of the Project, Twinsburg and Macedonia opted out of participating in the cost of the improvements. The Villages of Glenwillow and Oakwood moved forward to design and construct a portion of the Project which included new turn lanes, centerline realignment, drainage improvements and new signalization. The intersection design and alignment was established to allow for the continuation of the Project to be completed in the future with the participation of Macedonia and Twinsburg.

4. In October 2012, Glenwillow and Oakwood entered into a Cooperative Agreement to distribute the total Local costs of the Project (\$857,876 which included design, construction, property acquisition) equally, 50/50, after subtracting all outside funding secured for the Project including grants and loans. Glenwillow and Oakwood were able to secure funding through low interest loans (OPWC – \$130,453) and grants (CDBG - \$350,000 & OPWC - \$353,664) to install Project improvements within the two communities while accommodating the future improvements within Macedonia and Twinsburg.

5. In 2013, the Villages of Glenwillow and Oakwood completed the construction of the portion of the Project which included new turn lanes, centerline realignment, drainage improvements and new signalization per the terms of the 2012 Cooperative Agreement at a cost to each of \$77,106 or

a total of \$154,212 as reflected in the "Four Corners Improvement Municipal Breakdown" attached hereto and incorporated herein as Exhibit A.

6. In 2017, the Parties entered into a Cooperative Agreement to split the cost equally of the maintenance, repairs and operational costs of the signal and appurtenances at the intersection installed as part of the 2013 Project improvements paid for by Glenwillow and Oakwood.

7. In 2017, the Parties entered into a Cooperative Agreement to split the cost (\$71,800) equally to prepare plans within the Glenwillow, Macedonia, Oakwood and Twinsburg municipal limits as required to complete the needed improvements to realign, add turn lanes and improve drainage for the Project area. The plans were completed as needed to apply for additional outside funding to construct the Project improvements.

8. In 2019, the Parties secured funding (\$1,369,288) for the Project through the Ohio Statewide Urban Congestion Mitigation and Air Quality Funding Program. The City of Twinsburg would be the lead community on the Project and has been coordinating the final planning, engineering and reconstruction of the Project through and as administered by ODOT District 4. The estimated Project Cost to install the balance of the Project including final engineering design, property acquisition, environmental clearances, right of way plan preparation and construction would be \$1,968,990.50 as reflected in Exhibit A. It is anticipated that the Project construction improvements will begin in early 2024.

B. Municipal Authority

1. The Parties, each being authorized by Article XVIII of the Ohio Constitution and Section 715.02 of the Revised Code and their respective Charters, are fully authorized to enter into, execute, and carry out the terms of this Agreement which provides a substantial public benefit in enhancement of the public roadway known as the Project and it is a great public benefit to the municipalities of Glenwillow, Macedonia, Oakwood and Twinsburg as well as Cuyahoga & Summit Counties and the State of Ohio.

2. Pursuant to Section 715.02 of the Revised Code, the parties to this Agreement wish to provide for the apportionment of engineering and construction of the Project and for any costs thereof.

3. In accordance with Section 715.02 of the Revised Code, the Parties have approved this Joint Improvement Agreement by Resolution in compliance with their respective Charters and Ordinances.

4. This Agreement memorializes, ratifies and confirms actions by and between the Parties for prior planning and engineering of the Project and this Agreement is intended to be comprehensive in formalizing and memorializing the complete Project.

II. AGREEMENT

In consideration of the foregoing recitals, in consideration of the partial performance of various undertakings as described and the ratification and confirmation of all actions taken in good faith in furtherance of the described Project, and in consideration of the mutual promises, undertakings and covenants hereinafter set forth, and for other good and valuable consideration, the Parties hereby agree as set forth below:

A. Cooperation

The Parties wish to cooperate fully as set forth in this Agreement in order to provide a needed enhancement for a public roadway shared by both communities and to do so in a timely, efficient and economical manner.

B. Twinsburg Duties and Responsibilities

1. The Parties have engineered the Project to date (preliminary engineering to date has been reviewed by the Parties and is approved). Twinsburg will continue to have engineering and administrative responsibilities throughout the duration of the project to coordinate with ODOT and the other Municipalities to obtain environmental clearances and property acquisitions.

2. Twinsburg shall serve as the contracting authority for the Project. Twinsburg shall bid out and contract with the successful bidder in accordance with all laws and shall provide all bidding information and bids to Twinsburg, and shall be responsible to pay all of the cost of such as final engineering, environmental, property acquisition, inspection and construction, subject to reimbursement by the other three Municipalities' as specified herein). Twinsburg shall administer the project, including but not limited to: appropriate insurance coverage, prevailing wage requirements, appropriate inspection, and Twinsburg shall also administer all payments to contractors required by the Project, making sure that such Project is completed free of any claims or liens.

3. Twinsburg shall manage all construction of the Project and shall be responsible for acquiring all permits from any federal, state, or county agency.

4. Twinsburg shall continue to provide changes in engineering plans to ODOT, Glenwillow, Macedonia and Oakwood for approval and upon completion shall provide "as built" plans.

5. Twinsburg shall provide routine inspection reports to ODOT, Glenwillow, Macedonia and Oakwood as needed and as requested.

C. Glenwillow's Duties and Responsibilities

1. Glenwillow shall compensate Twinsburg in a total amount not to exceed 25% of the total Project cost per the terms of Section F of this agreement. Twinsburg shall notify Glenwillow of the preliminary Project costs. Glenwillow shall, within 30 days of invoice from Twinsburg, pay to Twinsburg its share of the invoice. After completion of the Project and final costs have been certified, Glenwillow shall pay Twinsburg less the grants and loans as applicable per the terms of Section F of this agreement.

2. Glenwillow will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon Twinsburg's completion of engineering, funding and bidding.

D. Macedonia's Duties and Responsibilities

1. Macedonia shall compensate Twinsburg in a total amount not to exceed 25% of the total Project cost per the terms of Section F of this agreement. Twinsburg shall notify Macedonia of the preliminary Project costs. Macedonia shall, within 30 days of invoice from Twinsburg, pay to Twinsburg its share of the invoice. After completion of the Project and final costs have been certified,

Macedonia shall pay Twinsburg less the grants and loans as applicable per the terms of Section F of this agreement.

2. Macedonia will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon Twinsburg's completion of engineering, funding and bidding.

E. Oakwood's Duties and Responsibilities

1. Oakwood shall compensate Twinsburg in a total amount not to exceed 25% of the total Project cost per the terms of Section F of this agreement. Twinsburg shall notify Oakwood of the preliminary Project costs. Oakwood shall, within 30 days of invoice from Twinsburg, pay to Twinsburg its share of the invoice. After completion of the Project and final costs have been certified, Oakwood shall pay Twinsburg less the grants and loans as applicable per the terms of Section F of this agreement.

2. Oakwood will cooperate in a timely fashion to provide rapid turnaround on all reviews and approvals such that construction can begin as soon as possible upon Twinsburg's completion of engineering, funding and bidding.

F. Financial Contributions to Project

1. As disclosed in Item C of Exhibit A, it is anticipated that each participant in this Agreement will incur a total combined cost of \$188,479 for the 2013 and 2024 Improvements. In order that all participants shall share equally in the costs of the 2013 and 2024 Improvements, Macedonia and Twinsburg shall each contribute the sum of \$77,106 or a total of \$154,212 toward the 2024 Improvements after which all participants in this Agreement shall contribute equally to the remaining costs of the 2024 Improvements.

G. Annual Audit of Community Cost Participation

1. The Parties shall review the cost participation (Local Funds) of each community at the end of each fiscal year to determine each community's cumulative contribution (Local Funds) towards the Project costs.

2. At the completion of the Project, prior to final invoicing by the City of Twinsburg, all funding resources shall be reviewed by the Parties' Fiscal Agent to confirm each community's cumulative contribution (Local Funds) towards the Project. The cost participation (Local Funds) invoiced to each community by the City of Twinsburg shall be allocated in a fashion which will result in an equal aggregate participation from each community (Local Funds) based on actual final Project cost.

H. Traffic Control

The Parties pledge cooperation in traffic control and routing during the period of construction. During the phase of work in which the Richmond and Pettibone Intersection Improvement work shall be completed, traffic will be maintained as approved by each of the safety forces.

I. Maintenance

Upon completion of the Project, each party shall be responsible for the maintenance of such portion of the Project as is within its municipal boundary.

J. Notice

The parties shall be notified by regular mail or hand delivery as follows:

- To Glenwillow: Mayor Mark A. Cegelka
Village of Glenwillow
29555 Pettibone Road
Glenwillow, Ohio 44139
- To Macedonia: Mayor Nicholas Molnar
City of Macedonia
9691 Valley View Road
Macedonia, OH 44056
- To Oakwood: Mayor Gary V. Gottschalk
Village of Oakwood
24800 Broadway Avenue
Oakwood, Ohio 44146
- To Twinsburg Mayor Ted Yates
City of Twinsburg
10075 Ravenna Road
Twinsburg, OH 44087

K. Modification

This Agreement shall not be modified without the express written approval of both parties, which approval must be confirmed by a Resolution or Ordinance of each Council.

L. Authorization

WITNESSED BY:

VILLAGE OF GLENWILLOW

Mark A. Cegelka, Mayor

WITNESSED BY:

CITY OF MACEDONIA

Nicolas Molnar, Mayor

WITNESSED BY:

VILLAGE OF OAKWOOD

Gary V. Gottschalk, Mayor

WITNESSED BY:

CITY OF TWINSBURG

Ted Yates, Mayor

Approved as to legal form:

Director of Law
Village of Glenwillow

Approved as to legal form:

Director of Law
Village of Oakwood

Approved as to legal form:

Law Director
City of Twinsburg

Approved as to legal form:

Law Director
City of Macedonia

This Agreement has been authorized by Ordinance No. _____, adopted by the
Glenwillow Village Council on the _____ day of _____, 2021.

Clerk of Council

This Agreement has been authorized by Ordinance No. _____, adopted by the
Macedonia City Council the _____ day of _____, 2021.

Clerk of Council

This Agreement has been authorized by Ordinance No. _____, adopted by the Oakwood
Village Council the _____ day of _____, 2021.

Clerk of Council

This Agreement has been authorized by Ordinance No. _____, adopted by the
Twinsburg City Council the _____ day of _____, 2021.

Clerk of Council

EXHIBIT A (Cont.)

FOUR CORNERS IMPROVEMENT MUNICIPAL BREAKDOWN				
September 30, 2020				
Four Corners Intersection Improvement 2013				
1. Design			\$99,602.00	
2. Property Acquisition			\$61,016.00	
3. Construction w/ Inspection			\$697,258.00	
Project Cost 2013			\$857,876.00	
Four Corners Intersection Improvement 2024				
1. Preliminary Design			\$71,800.00	
2. Final Design			\$20,000.00	
3. Environmental			\$60,000.00	
4. Right of Way Plan Preparation			\$25,000.00	
5. Property Acquisition			\$100,000.00	
6. Project Administration & Inspection (5%)			\$80,580.50	
7. Construction Cost			\$1,611,610.00	
8. Project Design Contingency (10%)			\$20,500.00	
Project Cost 2024			\$1,968,990.50	
A. TOTAL PROJECT COST FOUR CORNERS IMPROVEMENT				\$2,826,866.50
Financial Assistance				
1. CDBG (2013)			\$350,000.00	
2. OPWC (2013) (\$353,664 Grant & \$130,453 Loan Split between Oakwood and Glenwillow)			\$353,664.00	
3. CMAQ - AMATS (Per ODOT Agreement - \$1,369,288 = 80%)			\$684,644.00	
4. CMAQ - NOACA (Per ODOT Agreement \$1,369,288 = 80% Construction Cost & Property Acquisition)			\$684,644.00	
B. TOTAL FINANCIAL ASSISTANCE ¹				\$2,072,952
C. TOTAL EXPECTED COST ² (A - B)				\$753,914.50
	2013 Improvement		2024 Improvement	EXPECTED COST PER COMMUNITY
	General Fund	OPWC Loan	General Fund	
Village of Glenwillow ³	\$11,879	\$65,227	\$111,373	\$188,479
City of Macedonia	\$0	\$0	\$188,479	\$188,479
Village of Oakwood ³	\$11,879	\$65,227	\$111,373	\$188,479
City of Twinsburg	\$0	\$0	\$188,479	\$188,479
¹ : Does not include OPWC Loan amount from 2013 Improvement; ² : Does not include any future funding assistance from OPWC, Community Development Block Grant or Others; ³ : Includes current loan amount split between Glenwillow and Oakwood and \$11,879.46 paid as part of general fund for 2013 Improvement.				