



September 7, 2021

TO: Council Members
Mayor Molnar
Directors
Staff
Media

From: Clerk of Council

RE: **AGENDA – Work Session & Regular Meeting: Thursday, September 9, 2021**
Work Session: 6:45pm
Council Meeting: 7:30pm

I. ROLL CALL

II. PLEDGE OF ALLEGIANCE BY MAYOR NICHOLAS MOLNAR

III. APPROVAL OF MINUTES [J. TULLEY, V. VENTURA]

Thursday, August 12, 2021 – Regular Council Meeting

IV. PUBLIC COMMENTS

V. CORRESPONDENCE

VI. PENDING &/OR NEW LEGISLATION

ORD.NO. 39 - 2021 [J. Garvas, V. Ventura]

AN EMERGENCY ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE WHICH DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, & ESTABLISHING A “BIG CARROT” MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE §§ 5709.40, 5709.42 AND 5709.43

1st Read 7-22-2021
2nd Read 8-12-2021
3rd Read

RES.NO. 46 - 2021 [J. Garvas, V. Ventura]

A RESOLUTION ACKNOWLEDGING A CITY OF MACEDONIA POLICY AS TO
BLANKET PURCHASE ORDERS

1st Read 8-12-2021

2nd Read

3rd Read

ORD.NO. 47 - 2021 [J. Tulley, J. Garvas]

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH THE TOWNSHIP OF SAGAMORE HILLS, OHIO TO PROVIDE EMERGENCY
FIRE AND MEDICAL SERVICES TO THE TOWNSHIP

1st Read 8-12-2021

2nd Read

3rd Read

ORD.NO. 48 - 2021 [J. Brandt, V. Ventura]

AN ORDINANCE PROVIDING FOR A SENIOR SNOW REMOVAL PROGRAM FOR THE
2021-2022 WINTER SEASON

1st Read 8-12-2021

2nd Read

3rd Read

ORD.NO. 49 - 2021 [J. Tulley, J. Garvas]

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT
WITH VALLEY VIEW PROPERTY MAINTENANCE LLC FOR A SENIOR GUTTER
CLEANING PROGRAM FOR THE FALL 2021 SEASON

1st Read 8-12-2021

2nd Read

3rd Read

ORD.NO. 50 - 2021 [J. Brandt, V. Ventura]

AN ORDINANCE PROVIDING FOR AND AUTHORIZING A REFUSE COLLECTION
SUBSIDY FOR SENIOR CITIZENS AND MAKING APPROPRIATION FOR THAT
SUBSIDY

1st Read 8-12-2021

2nd Read

3rd Read

RES.NO. 51 - 2021 [D. Finley, J. Garvas]

A RESOLUTION AUTHORIZING THE MAYOR TO TAKE SUCH STEPS NECESSARY TO APPLY FOR FUNDING FROM THE OHIO PUBLIC WORKS COMMISSION, DISTRICT EIGHT PUBLIC WORKS COMMITTEE, PROGRAM YEAR 36, FOR THE GOLDEN LINK BOULEVARD REPAVING PROJECT

1st Read

2nd Read

3rd Read

RES.NO. 52 - 2021 [J. Tulley, J. Brandt]

A RESOLUTION AUTHORIZING THE MAYOR TO TAKE SUCH STEPS NECESSARY TO APPLY FOR FUNDING FROM THE OHIO PUBLIC WORKS COMMISSION, DISTRICT EIGHT PUBLIC WORKS COMMITTEE, PROGRAM YEAR 36, FOR THE VALLEY VIEW ROAD RESURFACING PROJECT

1st Read

2nd Read

3rd Read

ORD.NO. 53 - 2021 [J. Garvas, J. Tulley]

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT WITH SIGNARAMA CLEVELAND FOR THE MACEDONIA GOLDEN LINK BOULEVARD SIGNAGE PROJECT

1st Read

2nd Read

3rd Read

RES.NO. 54 - 2021 [J. Brandt, D. Finley]

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN ADDENDUM TO THE CONCESSION LEASE AGREEMENT WITH BIZPRO GOLF LTD.

1st Read

2nd Read

3rd Read

ORD.NO. 55 - 2021 [J. Tulley, V. Ventura]

AN ORDINANCE RATIFYING AN AGREEMENT TO PROVIDE DISPATCH SERVICES TO SAGAMORE HILLS TOWNSHIP

1st Read

2nd Read

3rd Read

ORD.NO. 56 - 2021 [V. Ventura, J. Garvas]

AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE WHICH DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A PEAK NANO MUNICIPAL IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43; AND DECLARING AN EMERGENCY

1st Read
2nd Read
3rd Read

ORD.NO. 57 - 2021 [D. Finley, J. Brandt]

AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE WHICH DIRECTLY BENEFITS SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING AN OHIO STATE WATERPROOFING MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43; AND DECLARING AN EMERGENCY

1st Read
2nd Read
3rd Read

VII. MOTIONS/OTHER LEGISLATIVE ACTION

~Motion to accept as an anonymous donation the amount of \$5,000 to be utilized by the Macedonia Police Department for certain law enforcement purposes (J. Tulley, D. Finley)

VIII. MAYOR'S REPORT

IX. COMMITTEE REPORTS

X. DEPARTMENT REPORTS

Service Department:	Director Leon Karas
Engineer Department:	Director Joe Gigliotti
Parks & Recreation Department:	Director Jason Chadock
Finance Department:	Director John Veres
Fire Department:	Chief Brian Ripley
Police Department:	Chief Jon Golden

Human Resources Department: Director Annette Smith
Building Department: Commissioner Bob Rodic
IT Department: Director Kyle Collins
Law Department: Director Mark Guidetti

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. ADJOURNMENT [V. VENTURA, D. FINLEY]

September

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

***Public Comment for those not able to attend in-person at the September 9th Council Meeting should be sent to Clerk of Council Jon Hoover at jhoover@macedonia.oh.us . Public comment must be received no later than the close of business on September 8th, 2021 and will be subsequently made available to the public.**

***Note ***

- In-person meetings have resumed. This City Council meeting will take place in Council Chambers at the Macedonia City Center, 9691 Valley View Rd., Macedonia, OH 44056
- Council's meeting will also be livestreamed through Microsoft Teams. The link to access will be available on the City of Macedonia's website www.macedonia.oh.us

September

2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6 Labor Day	7 Mayor's Court	8	9 Civil Service Commission Meeting City Council Work Session City Council Meeting	10	11
12	13	14 Mayor's Court	15 Board of Zoning Appeals (BZA) Parks & Rec Commission	16	17	18
19	20 Planning Commission	21 Mayor's Court	22	23 City Council Work Session City Council Meeting	24	25
26	27	28 Mayor's Court	29	30		

Record of Proceedings
Regular Council Meeting
August 12th, 2021

1 Presiding Officer, Mayor Nicholas Molnar called the August 12th, 2021 regular meeting to order at
2 7:30p.m..
3

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

6 **Absent:** Council members Dave Finley and Vini J. Ventura
7

8 **INVOCATION & PLEDGE OF ALLEGIANCE** Chaplain Tom O'Brien of Nordonia Hills American
9 Legion 801
10

11 **APPROVAL OF MINUTES**
12

13 Ms. Tulley moved, and Ms. Brandt seconded, a motion to approve the minutes of the regular meeting of
14 July 22, 2021 as received from the Clerk of Council. The motion carried unanimously upon a voice vote.
15

16 **PUBLIC COMMENTS:**
17

18 None
19

20 **CORRESPONDENCE:**
21

22 An e-mail was read from resident Joseph Biber of Crow Drive regarding the issue of sidewalk repair and
23 his belief that the trees chosen by the city arborist to be planted on tree lawns have incorrect root
24 structure. He has anxiety that IF the city forces residents to repair the sidewalk, many will choose to
25 remove the trees to avoid the problem happening again, thus deteriorating the image of the city.
26

27 **INTRODUCTION, READINGS & ADOPTION OF LEGISLATION**
28

29 **ORDINANCE NO. 39-2021**

30 AN EMERGENCY ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF
31 REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS
32 TO BE MADE WHICH DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF
33 THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF
34 TAXES, & ESTABLISHING A "BIG CARROT" MUNICIPAL PUBLIC IMPROVEMENT TAX
35 INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS
36 PURSUANT TO OHIO REVISED CODE §§ 5709.40, 5709.42 AND 5709.43 was offered by Mr. Garvas
37 for its **second reading by title only**.
38
39

40 **RESOLUTION NO. 46-2021**

41 A RESOLUTION ACKNOWLEDGING A CITY OF MACEDONIA POLICY AS TO BLANKET
42 PURCHASE ORDERS was offered by Mr. Garvas for **first reading by title only**.
43
44

45 **ORDINANCE NO. 47-2021**

46 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE
47 TOWNSHIP OF SAGAMORE HILLS, OHIO TO PROVIDE EMERGENCY FIRE AND MEDICAL
48 SERVICES TO THE TOWNSHIP was offered by Ms. Tulley for **first reading by title only**.
49
50

51 **ORDINANCE NO. 48-2021**

52 AN ORDINANCE PROVIDING FOR A SENIOR SNOW REMOVAL PROGRAM FOR THE 2021-
53 2022 WINTER SEASON was offered by Ms. Brandt for **first reading by title only**.

Record of Proceedings
Regular Council Meeting
August 12th, 2021

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ORDINANCE NO. 49-2021

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VALLEY VIEW PROPERTY MAINTENANCE LLC FOR A SENIOR GUTTER CLEANING PROGRAM FOR THE FALL 2021 SEASON was offered by Ms. Tulley for **first reading by title only**.

ORDINANCE NO. 50-2021

AN ORDINANCE PROVIDING FOR AND AUTHORIZING A REFUSE COLLECTION SUBSIDY FOR SENIOR CITIZENS AND MAKING APPROPRIATION FOR THAT SUBSIDY was offered by Ms. Brandt for **first reading by title only**.

Ms. Tulley noted that in regards to Ordinances 48, 49 and 50 that the City had begun providing these services a number of years ago and asked Dir. Guidetti to explain what the requirements are to receive these services.

Dir. Guidetti explained that there is a number of requirements set forth in the legislation that interested individuals can receive a copy of or access via the City website. The main requirements are age and income level as set by the Department of Housing and Urban Development.

MOTIONS / OTHER LEGISLATIVE ACTION

Ms. Tulley moved, Mr. Garvas seconded to enter into executive session pursuant to Ohio R.C. 121.22(G)(1),(3) & (4) to discuss the employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official; to discuss pending or imminent litigation and; to discuss negotiations with public employees concerning terms and conditions of employment.

Roll call: Ayes: Ms. Brandt, Mr. Garvas, Ms. Tulley
Nays: None
The motion carried unanimously

At 7:58pm, Council reconvened into its regular meeting

Ms. Tulley moved, Mr. Garvas seconded to authorize the Mayor to take all necessary action to accept and enter into the Participation Agreement for the “One Ohio Subdivision Settlement” with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation pursuant to the “OneOhio Memorandum of Understanding” and consistent with the material terms of the July 21, 2021 proposed National Opioid Distributor Settlement Agreement.

Roll call: Ayes: Ms. Brandt, Mr. Garvas, Ms. Tulley
Nays: None
The motion carried unanimously

Dir. Guidetti explained there has been litigation pending amongst multiple defendants in the northern district of Ohio, Judge Polster presiding, known as the Multi-district Opioid Litigation. This is a proposed settlement to the State of Ohio and all its political subdivisions in regards to three specific distributors of opioids. The proposed settlement is dependent upon the amount of political subdivisions in the state of Ohio that participate. If certain thresholds are reached, the settlement agreement will go into effect and the exact distributions will be contingent upon the exact percentage of participants.

Record of Proceedings
Regular Council Meeting
August 12th, 2021

107 **MAYOR'S REPORT**

- 108
- 109 - The Rec Center will be repaved the week of August 16
 - 110 - The Mural Project on the I-271 bridge over Rte. 82 by Speedway will be moving along quickly
 - 111 and should be completed within 60 days. It will be a tribute to the Nordonia area.
 - 112 - The Mayor reiterated that the new Flock system is not “watching” residents, but is looking for
 - 113 flagged plates. Multiple stolen vehicles have been reclaimed, but the system could also help
 - 114 during Amber alerts and if an individual with dementia is driving, amongst other benefits.
 - 115 Speeding tickets will not be sent using this camera while the current Mayor is in office. The City
 - 116 also will not sell data collected by the cameras.
 - 117 - Please do not drive distracted

118 **COMMITTEE REPORTS**

- 119
- 120 **Parks & Recreation Committee** Ms. Brandt stated the committee will have its first in-person meeting on
- 121 August 18 at 6pm upstairs in the Rec Center.
- 122 **Finance Committee** Mr. Garvas stated the committee is tentatively scheduled to meet on September 30
- 123 and October 7 to go over the annual budget review.
- 124 **Cemetery Board** No report

125

126

127

128 **DEPARTMENT REPORTS**

129

130 **Service Department:** Director Karas- Mechanics have been performing maintenance on the leaf

131 machines for the upcoming Fall leaf collections. Fields are being prepared for the Fall softball leagues.

132 Roadside mowing continues; ditching has been completed on Meadowlawn Drive and begun on Summit

133 Drive. The Service Dept. provided multiple vehicles/machinery to the Touch a Truck event held on

134 August 12 at the Rec Center parking lot.

135

136 **Engineer:** Director Gigliotti- Repaving of the Rec Center parking lot begins on August 16. Crack/seal

137 work will be conducted on Rte. 82 at night. Repainting lines of roads city-wide will take place over the

138 next few weeks.

139

140 **Parks and Recreation Department:** Director Chadock – Parking lot project and maintenance shutdown

141 of the Rec Center begins the week of August 16. Facility will re-open the week of August 23 with an

142 alternate entrance. Thanked the Service, Fire and Police department and Cindy Funk for their help with

143 the Touch a Truck event. Fall Fest will be on September 18 in the pavilion area of Longwood Park. Fall

144 sports begin week of August 16, including co-ed and men’s softball leagues. New recreation coordinator

145 of marketing and special events, Samantha Edgar, will begin on August 16.

146

147 **Finance Department:** Director Veres- Finance department continues the transition to new software.

148 Reminded residents that the last day to file for the Macedonia city income tax refund is Monday, August

149 16.

150

151 **Fire Department:** Chief Ripley- Reported severe storm damage in Sagamore Hills. Please be aware that

152 fallen trees could have live wires tangled in them and to call the Fire Dept. if there is a concern. Hydrant

153 flushing has been completed thanks to the three individuals that performed the task.

154

155 **Police Department:** Chief Golden- Answers to questions related to the Flock camera system can be

156 found on NordoniaHills.news. If solicitors come to your door and you are on the “no knock” list you can

Record of Proceedings
Regular Council Meeting
August 12th, 2021

157 call the police to report. Stickers indicating your home to be a “no knock” can be picked up from the City
158 Center.

159
160 The Mayor requested that the answers to the Flock camera questions also be posted on the City website.
161

162
163 **HR Department:** Director Smith – Preparing for drug-free workplace and safety training that will take
164 places from August to the end of October. Completed police department training for timeclock system,
165 and the fire department will be next. In regards to medical plan, the City is below the industry standard
166 percentage of claims to premiums for the first 6 months of the year. If this trend continues for the second
167 6 months, the City should be looking at a nice renewal. Task force is being put together to evaluate
168 renewal numbers.

169
170 **IT Department:** Director Collins- The IT Department closed 48 tickets. Major projects include
171 repairing a Spectrum internet issue at one of the Service garages, and completion of the new camera
172 installation at the City Center. Rec Center is halfway done, police department is complete, and awaiting
173 backordered cameras for the two Service garages.

174
175 The Mayor noted Director Collins is a department of one and thanked him for his work on all the
176 upgrades he has completed.

177
178 **Law Department:** No report

179
180
181
182 **UNFINISHED BUSINESS:**

183
184 Ms. Tulley reminded everyone the August 26 Council meeting was cancelled, and the next will be
185 September 9. She also noted speed limits throughout the City are posted, but unfortunately many are not
186 heeding them. Children, people walking their dogs and cyclists are out—we want to keep our residents
187 safe.

188
189 **NEW BUSINESS:**

190
191 None

192
193 There being no further business, Ms. Brandt moved, second by Mr. Garvas, to **adjourn the meeting**. The
194 motion passed **unanimously** pursuant to a voice vote and the meeting was adjourned at approximately
195 8:16p.m.

196
197
198 **Date:** _____

199
200
201 **Attest:** _____
202 Jon Hoover, Clerk of Council

203
204
205 **Mayor:** _____
206 Nicholas Molnar

207

ORIGINATOR: ADMINISTRATION

SPONSOR: GARVAS

**CITY OF MACEDONIA, OHIO
ORDINANCE NO. 39 -2021**

**AN EMERGENCY ORDINANCE DECLARING IMPROVEMENTS
TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE,
DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE WHICH DIRECTLY
BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS
ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, &
ESTABLISHING A “BIG CARROT” MUNICIPAL PUBLIC IMPROVEMENT TAX
INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE
PAYMENTS PURSUANT TO OHIO REVISED CODE §§ 5709.40, 5709.42 AND 5709.43.**

WHEREAS, Ohio Revised Code (“R.C.”) §§ 5709.40, 5709.42 and 5709.43 authorize this Council to describe public improvements to be made which will directly benefit parcels of real property, to declare Improvements (as defined in R.C. § 5709.40) with respect to such parcels to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of years, and to provide for the making of service payments in lieu of taxes by the owner of such parcels and to establish a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, to permit the redevelopment by Macedonia Empire LLC (“Developer”) of industrial property, including property formerly used by Bedford Anodizing, comprising the parcels described in the attached **Exhibit A**, as such parcels may be consolidated or split (“Property”) for industrial and distribution facilities, this Council may cause acquisition and construction of the public improvements described in the attached **Exhibit B** (collectively, the “Public Improvements”), that once made will directly benefit the Property and the City and its residents; and

WHEREAS, the City has determined that it is necessary and appropriate and in the City’s best interest to provide for service payments in lieu of taxes with respect to the Property pursuant to R.C. § 5709.42 (the “Service Payments”) to pay the costs of the Public Improvements; and

WHEREAS, the Property is located within the boundaries of the Nordonia Hills City School District (“NHCS D”) and within the service area of the Cuyahoga Valley Career Center (together, the “School Districts”), and the School Districts have been notified of the City’s intent to pass this Ordinance in accordance with R.C. §§ 5709.40(D) and 5709.83, as applicable to each; and

WHEREAS, the NHCS D on September 8, 2021, forwarded a certified copy of a resolution passed by the Board of Education of the School District to the City, which resolution waived the notice requirements of the TIF Act and in R.C. §§ 5709.82, 5709.83 and 5715.27(D), and approved the exemption for the Improvements (as defined hereinbelow) on the condition that

the City, the School District and the Developer enter into the TIF Agreement (as defined hereinbelow) to compensate the School Districts for a portion of the real property taxes that would have been received by the School Districts with respect to the Improvements, but for the exemption for the Improvements granted pursuant to this Ordinance;

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

Section 1. The Public Improvements described in the attached **Exhibit B**, if acquired or made or caused to be acquired or made by the City, are designated as those Public Improvements that directly benefit, or that once made will directly benefit, the Property, and are determined to be necessary for the public health, safety and welfare of the City and its residents.

Section 2. Pursuant to and in accordance with the provisions of R.C. § 5709.40, and, in particular, R.C. § 5709.40(B), this Council finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is referred to in this Ordinance as the “Improvement” or “Improvements” as defined in R.C. § 5709.40) is a public purpose, and 100% of that Improvement is declared to be a public purpose for a period of 30 years and exempt from taxation commencing with the tax year in which the market value of the Improvements is at least Fifteen Million Dollars (\$15,000,000), but not later than 2027, and ending on the earlier of (a) the date the Improvements have been exempted from taxation for a period of 30 years or (b) the date on which the City has collected into the Fund established in Section 4 hereof a total amount of Service Payments available for and sufficient to pay the costs provided in Section 4 hereof; provided, however, that Service Payments shall be paid to the Nordonia Hills City School District and the Cuyahoga Valley Career Center in the amounts set forth in the TIF Agreement authorized in Section 5 of this Ordinance.

Section 3. As provided in R.C. § 5709.42, the owner or owners of the Improvements are required to, and shall make, annual Service Payments to the County Fiscal Officer on or before the final dates for payment of real property taxes due and payable with respect to the Improvements. In accordance with R.C. § 5709.42 and the TIF Agreement, the County Fiscal Officer is requested to distribute a portion of the Service Payments directly to the Nordonia Hills City School District and to the Cuyahoga Valley Career Center in the amounts determined as set forth in the TIF Agreement authorized in Section 5 of this Ordinance. The Service Payments, net of the amounts distributed to the School District, when distributed to the City by the County Fiscal Officer, shall be deposited in the Big Carrot Tax Increment Equivalent Fund established in Section 4 hereof. This Council authorizes the Mayor, Finance Director and City Law Director, and other appropriate officers of the City, to provide such information and certifications and to execute and deliver or accept delivery of such instruments as are necessary and incidental to collection of those Service Payments, and to make such arrangements as are necessary and proper for payment of those Service Payments.

Section 4. This Council establishes, pursuant to and in accordance with the provisions of R.C. § 5709.43, the Big Carrot Tax Increment Equivalent Fund (“Fund”), into which shall be deposited all of the Service Payments distributed to the City with respect to the Improvements, by

or on behalf of the County Fiscal Officer as provided in R.C. § 5709.42, and provides that all of the moneys deposited in the Fund shall be used for any or all of the following purposes:

- (a) to pay any or all acquisition, construction, installation or financing costs, and any or all other direct and indirect costs of the Public Improvements, including those costs set forth in R.C. § 133.15(B);
- (b) to pay the interest on, principal of, and any premium on bonds or notes or other obligations, including refunding bonds or notes or other obligations issued by the City or other authorized entity, to finance costs of the Public Improvements until such notes or bonds or other obligations are paid in full;
- (c) to reimburse the City or the Developer for any funds used by the City or the Developer to pay costs of the Public Improvements; or
- (d) to pay, or to apply or transfer funds toward the payment of interest, principal or premium on any of the aforesaid notes, bonds, loans or other obligations prior to receipt of Service Payments.

The Fund shall remain in existence so long as Service Payments are collected and used for the aforesaid purposes, after which time the Fund shall be dissolved in accordance with R.C. § 5709.43.

Section 5. The Mayor is hereby authorized and directed to execute on behalf of the City a Tax Increment Financing Agreement, among the City, NHCSD and the Developer (“TIF Agreement”), providing for, among other things, the payment and collection of the Service Payments, the funding of the costs of the Public Infrastructure Improvements from the Service Payments and compensation to the School Districts during the period the TIF exemption is in effect, which agreement shall be in the form attached as **Exhibit C** to this Ordinance with such changes, not substantially inconsistent with the terms of this Ordinance, as approved by the Mayor. The approval of the TIF Agreement, and that any changes are not substantially inconsistent with this Ordinance, shall be evidenced conclusively by the execution of the TIF Agreement by the Mayor.

Section 6. This Council further hereby authorizes and directs the Mayor or his designee to take such action and to execute and deliver, on behalf of the Council, such additional instruments, agreements, certificates, and other documents as may be in their discretion necessary or appropriate in order to carry out the intent of this Ordinance. Such documents shall be in the form not substantially inconsistent with the terms of this Ordinance, as they in their discretion shall deem necessary or appropriate

Section 7. Pursuant to R.C. § 5709.40, the Clerk of Council is directed to deliver a copy of this Ordinance to the Director of the Development Services Agency of the State of Ohio within 15 days after its passage. On or before March 31st of each year that the exemption set forth in Section 3 hereof remains in effect, the Mayor or other authorized officer of this City shall

prepare and submit to the Director of the Development Services Agency of the State of Ohio the status report required under R.C. § 5709.40.

Section 8. This Council determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this 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, including R.C. § 121.22.

Section 9. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the City, and for the further reason that this Ordinance is required to be immediately effective to provide funding for the Public Improvements in order to promote economic development in the City and to replace obsolete facilities; wherefore, this Ordinance shall take effect immediately upon its passage and approval by the Mayor.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____

Nicholas Molnar

ATTEST: _____

Jon Hoover, Clerk of Council

EXHIBIT A

PROPERTY

City of Macedonia
TIF Parcels

Parcel No. 3303804

Parcel No. 3303805

Exhibit A



3303804

3303805

Phase I
Future Phases

12/18/2019, 11:18:39 AM
RoadCenterlines2019

Parcels
Override 1
Summit County Municipal Outlines

Big Carrot TIF
PPN 3303804
PPN 3303805

0 0.035 0.07 0.14 mi

Disclaimer:
The information in this map is provided as a public service for informational purposes only. The City of Summit and the GIS staff do not warrant the accuracy or reliability of the information or the results of any analysis derived from the information. The information is provided for general informational purposes only and is not intended to be used for legal, financial, engineering, or other professional purposes. The City of Summit and the GIS staff do not assume responsibility for any errors or omissions in this map or any information derived from the map except as stated.

EXHIBIT B

BIG CARROT TIF

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

1. Empire Parkway Replacement, Rebuilding and Resurfacing. Empire Parkway will be resurfaced, replaced, upgraded or rebuilt, including providing new and additional lanes where needed including the necessity of purchasing property for public use. Existing utilities including storm and sanitary sewers will be relocated or expanded as needed and street lighting, streetscaping, landscaping, new traffic signalization and all other necessary appurtenances to said road replacement, resurfacing and rebuilding will be installed as needed. The Public Infrastructure Improvement may include bicycle paths and walking paths, and costs of any easement required therefor.
2. Development Site Improvements. Site improvements including but not limited to existing building demolition, land preparation including clearing and grubbing, topsoil removal, cut fill & compact of site 18" average, wetland mitigation, utilities including the following public infrastructure improvements: storm and sanitary sewers will be installed or expanded and street lighting, streetscaping, landscaping, and all other necessary appurtenances improved as needed. The Public Infrastructure Improvement may include bicycle paths and walking paths, and costs of any easement required therefor.
3. Highland Road Replacement, Rebuilding and Resurfacing. Highland Road from eastern terminus to western terminus will be resurfaced, replaced, upgraded or rebuilt, including providing new and additional lanes where needed including the necessity of purchasing property for public use. Existing utilities including storm and sanitary sewers will be relocated or expanded and street lighting, streetscaping, landscaping, new traffic signalization and all other necessary appurtenances to said road replacement, resurfacing and rebuilding will be installed as needed. The Public Infrastructure Improvement may include bicycle paths and walking paths, and costs of any easement required therefor s.
4. Valley View Road Replacement, Rebuilding and Resurfacing. Valley View Road from northern to southern terminus will be resurfaced, replaced, upgraded or rebuilt, including providing new and additional lanes where needed including the necessity of purchasing property for public use. Existing utilities including storm and sanitary sewers will be relocated or expanded and street lighting, streetscaping, landscaping, new traffic signalization and all other necessary appurtenances to said road replacement, resurfacing and rebuilding will be installed. The Public Infrastructure Improvement may include bicycle paths and walking paths, and costs of any easement required therefor.
5. Route 8 Replacement, Rebuilding and Resurfacing. Route 8 from northern to southern terminus will be resurfaced, replaced, upgraded or rebuilt, including providing new and additional lanes where needed including the necessity of purchasing property for public

use. Existing utilities including storm and sanitary sewers will be relocated or expanded and street lighting, streetscaping, landscaping, new traffic signalization and all other necessary appurtenances to said road replacement, resurfacing and rebuilding will be installed. The Public Infrastructure Improvement may include bicycle paths and walking paths, and costs of any easement required therefor.

6. Route 82 Replacement, Rebuilding and Resurfacing. Route 82 from western to eastern terminus will be resurfaced, replaced, upgraded or rebuilt, including providing new and additional lanes where needed including the necessity of purchasing property for public use. Existing utilities including storm and sanitary sewers will be relocated or expanded and street lighting, streetscaping, landscaping, new traffic signalization and all other necessary appurtenances to said road replacement, resurfacing and rebuilding will be installed. The Public Infrastructure Improvement may include bicycle paths and walking paths, and costs of any easement required therefor.

TAX INCREMENT FINANCING AGREEMENT

This Tax Increment Financing Agreement (“TIF Agreement”) is made and entered into as of this ____ day of _____, 2021, by and among the CITY OF MACEDONIA, OHIO (“City”), a municipal corporation organized and existing under the Constitution, its Charter, and the laws of the State of Ohio with its principal offices located at 9691 Valley View Road, Macedonia, OH 44056, the NORDONIA HILLS CITY SCHOOL DISTRICT (“School District”), a public school district with its principal offices located at 9370 Olde Eight Rd. Northfield, OH 44067, and MACEDONIA EMPIRE, LLC (“Developer”), an Ohio limited liability company with its principal offices located at 11111 Santa Monica Blvd., Suite 810, Los Angeles, CA 90025.

WITNESSETH:

A. The Developer intends to acquire all or a portion of the approximately 21.70 acre site formerly known as the Bedford Anodizing plant, as more fully described on **Exhibit D** attached hereto (“Phase I Site”), and to develop or redevelop the Phase I Site as an industrial and commercial development (“Development”). The Development will benefit the City and its residents by creating jobs, enlarging the property tax base, enhancing income tax revenues and stimulating collateral development in the City.

B. Pursuant to Ohio Revised Code Sections 5709.40, 5709.42, and 5709.43 (together with related provisions of the Ohio Revised Code, the “TIF Act”) the Developer has requested the City to, among other actions: (i) establish a tax increment financing program with respect to the real property that will be developed and redeveloped on the Phase I Site (the “TIF”); (ii) declare 100% of the increase in assessed value of the real property comprising the Phase I Site after passage of the TIF Ordinance (which increase in assessed value is also hereinafter referred to as the “Improvement” as defined in the TIF Act) to be a public purpose and exempt from real property taxation (“TIF Exemption”) following the effective dates specified in the TIF Ordinance for the duration of the TIF Exemption for Phase I of the Development; (iii) provide for service payments in lieu of taxes (“Service Payments”) as obligations running with the land for the duration of the TIF Exemption payable with respect to the real property comprising the Phase I Site; and (iv) authorize the payment from the Service Payments of certain costs of the Public Improvements described in Exhibit B to the TIF Ordinance (as hereafter defined).

C. The City proposes to enact on or after July 22, 2021, an ordinance (“TIF Ordinance”) for the parcels comprising the Phase I Site. The TIF Ordinance will exempt one hundred percent (100%) of the increase in the assessed value of the Parcels comprising the Phase I Site subsequent to the passage of the TIF Ordinance from real property taxation on such Parcels for a period of thirty (30) years, commencing with the tax year in which the market value of the Improvements is at least Fifteen Million Dollars (\$15,000,000), but not later than 2027, and ending on the earlier of (a) the date the Improvements have been exempted from taxation for a period of 30 years or (b) the date on which the City has collected into the Fund established in the TIF Ordinance a total amount of Service Payments available for and sufficient to pay in full the costs of the Public Improvements. The City will authorize the execution of this Tax Increment Financing Agreement (“TIF Agreement”) among the City, the School District and the Developer, for itself and its successors and assigns as owners of all or a portion of the Phase I Site, providing

for, among other things, the obligation of the Developer and its successors and assigns to make the Service Payments in an amount equal to the taxes that the owners would have paid with respect to such Improvements;

D. The City and the School District will derive substantial and significant benefits from the Improvements; and

E. On _____, 2021, and prior to the passage of the TIF Ordinance, the Board of Education of the School District adopted a resolution granting its approval of this TIF Agreement and the exemption of the real property taxes on the Improvements as provided in the TIF Ordinances and waived any further requirements of the TIF Act and Sections 5709.82 and 5709.83 of the Ohio Revised Code on the condition that the City, the School District and the Developer execute and deliver this Agreement; and

F. To facilitate the construction of the private improvements to the Phase I Site and of the Public Improvements that directly benefit the Phase I Site, to permit the acquisition, construction, improvement, furnishing and equipping of real property for economic development, and to compensate the School District for a portion of the real property taxes that the School District would have received had the Phase I Site been improved and not been exempted from taxation, the City, the Developer and the School District have determined to enter into this TIF Agreement, which TIF Agreement is in the vital and best interest of the City and the School District and will improve the health, safety and welfare of the citizens of the City and the School District;

NOW THEREFORE, in consideration of the premises and covenants contained in this TIF Agreement, the parties agree as follows:

Section 1. School District Approval and Agreement. In consideration of the compensation to be provided to it under this TIF Agreement, the School District hereby approves the TIF Exemption in the amount of 100% for up to 30 years, as provided for in the TIF Ordinance and waives any payment of income tax revenues derived from new employees at the Phase I Site as provided in Section 5709.82 of the Ohio Revised Code.

Section 2. Compensation Payments to School District. (a) The parties agree that, as consideration for the School District's agreement in Section 1,

(i) commencing with the first collection year in which Service Payments are received with respect to the Phase I Site, and ending with the fifteenth collection year in which Service Payments are received with respect to such Phase I Site, the School District shall not receive any portion of the real property taxes for the Phase I Site that would have been distributed to the School District but for the TIF Exemption. During such period, the City shall cause the Summit County Fiscal Officer to pay semi-annually to the School District, as Compensation Payments, but solely from Service Payments received with respect to the Phase I Site pursuant to the TIF Ordinance, an amount equal to fifty percent (50%) of the real property taxes that the School District would have received from such Phase I Site, but for the TIF Exemption, pursuant to the following formula:

$$\frac{\text{Compensation Payments} = \text{Service Payments received} \times 50\% \times \text{School District effective millage}}{\text{Total effective millage}}$$

As used in the foregoing formula, School District effective millage shall not include any millage used to calculate the payment in paragraph (ii) below.

(ii) In addition, the City shall cause the Summit County Fiscal Officer to pay to the School District, but solely from Service Payments, an amount equal to one hundred percent (100%) of the Real Property taxes that the School District would have received, but for the TIF Exemption, that are derived from any Tax Increase Amount with respect to the Phase I Site. As used herein, "Tax Increase Amount" means, for each year that this Agreement is in effect, the portion, if any, of the Service Payments derived from (a) additional property tax levies approved by the voters of the School District after January 1, 2021 and any renewals or replacements of such levies, and (b) a renewal levy or a replacement levy with an increase, replacing or renewing, as applicable, a levy in existence as of December 31, 2020, to the extent such renewal or replacement levy exceeds the stated tax rate of the levy as it exists immediately prior to being replaced or renewed; provided, however, that an additional property tax levy approved by the voters of the School District within one year of the expiration or discontinuance of a then-existing levy shall not be treated as an additional levy unless the expired or discontinued levy is a levy described in clause (a) above. The School District shall notify the City if there is any effective millage constituting the Tax Increase Amount, and the payment pursuant to this paragraph (ii) shall be calculated pursuant to the following formula:

$$\frac{\text{Payment} = \text{Service Payments received} \times 100\% \times \text{Tax Increase Amount effective millage}}{\text{Total effective millage}}$$

(iii) The payments specified in subsections (i) and (ii) shall be made only to the extent that the City or the Summit County Fiscal Officer actually receives Service Payments in an amount equal to the real property taxes that the School District would have received, but for the TIF Exemption. Amounts received by the School District in accordance with subsections (i) and (ii) of this Section 2 are collectively referred to herein as "School TIF Revenue Payments." In the event that the valuation of the Phase I Site or any portion thereof is challenged by an owner or by the School District and the result of such challenge is an increase or decrease in the assessed valuation of such Phase I Site which increase or decrease is finally determined, either through all appeals or after expiration of any appeal period, in a later collection year, the School TIF Revenue Payments due to the School District in the year of such final determination shall be increased or decreased to reflect such increased or decreased valuation.

Section 3. Compensation Payments to Cuyahoga Valley Career Center. During the period that the TIF Exemption is in effect, the City shall cause the Summit County Fiscal Officer to pay semi-annually to the Cuyahoga Valley Career Center ("CVCC"), as Compensation Payments, but solely from Service Payments received with respect to the Phase I Site pursuant

to the TIF Ordinance, an amount equal to one hundred percent (100%) of the real property taxes that CVCC would have received from such Phase I Site, but for the TIF Exemption applicable to the Phase I Site.

Section 4. Developer Reimbursement. The Developer covenants and agrees that the Developer will construct the Development on the Phase I Site with an investment of at least Fifteen Million Dollars (\$15,000,000) (“Agreed Investment”), including the value of improvements to the Phase I Site, but excluding the cost of Public Infrastructure Improvements which are to be reimbursed as provided in this Section 4. If Developer has not expended or incurred expenses in the amount of the Agreed Investment by December 31, 2026, this Agreement shall terminate and be of no further force and effect as to the Developer Reimbursement Payments described below; provided, that upon such termination the School District shall receive one hundred percent (100%) of the amount it would have received but for the TIF Exemption.

(i) Commencing with the first collection year in which Service Payments are received with respect to the Phase I Site, and ending with the fifteenth collection year in which Service Payments are received with respect to such Phase I Site, the City shall pay semi-annually to the Developer (“Reimbursement Payments”), as reimbursement for the cost of Public Improvements made and paid for by the Developer, but solely from Service Payments received with respect to the Phase I Site pursuant to the TIF Ordinance, an amount equal to fifty percent (50%) of the real property taxes that the School District would have received from such Phase I Site, but for the TIF Exemption, pursuant to the following formula:

$$\text{Reimbursement Payments} = \text{Service Payments received} \times 50\% \times \frac{\text{School District effective millage}}{\text{Total effective millage}}$$

As used in the foregoing formula, School District effective millage shall not include any millage used to calculate the payment in Section 2, paragraph (ii) above.

Notwithstanding anything to the contrary contained in this Section 4, paragraph (i), the maximum amount payable to the Developer pursuant to this paragraph (i) from Service Payments which would, but for the TIF Exemption, be payable to the School District with respect to the Phase I Site shall be One Hundred Two Thousand and 00/100 Dollars (\$102,000) per year, as more fully described in **Exhibit A** attached hereto. Any excess Service Payments received by the City pursuant to this paragraph (i) shall be paid to the School District.

(ii) In addition to the amounts specified in paragraph (i), commencing with the first collection year in which Service Payments are received with respect to the Phase I Site, and ending with the fifteenth collection year in which Service Payments are received with respect to such Phase I Site, the City shall pay semi-annually to the Developer, as Reimbursement Payments, but solely from Service Payments received with respect to the Phase I Site pursuant to the TIF Ordinance, an amount equal to one hundred percent (100%) of the real property taxes that the City, Summit County, Summit Metroparks and the Akron/Summit County Library would have received from such parcels, but for the TIF Exemption.

Notwithstanding anything to the contrary contained in this Section 4, paragraph (ii), the maximum amount payable to the Developer pursuant to this paragraph (ii) from Service Payments which would, but for the TIF Exemption with respect to the Phase I Site, be payable to the City, Summit County, Summit Metroparks and the Akron/Summit County Library, shall be One Hundred Nine Thousand Three Hundred and 00/100 Dollars (\$109,300) per year, as more fully described in **Exhibit B** attached hereto. Any excess Service Payments received by the City pursuant to this paragraph (ii) shall be retained by the City and used for the purposes set forth in the TIF Ordinance.

(iii) The Developer's preliminary budget for the Public Improvements to be acquired, constructed and installed by the Developer is attached as **Exhibit C** hereto, which preliminary budget has been approved by the City. If the Reimbursement Payments are paid to the Developer prior to completion of the Development, the Developer shall submit a revised budget to the City, and upon completion of the Development, the Developer shall submit to the City a final allocation of costs for the Public Improvements, which allocation shall be reasonably acceptable to the City. In no event shall the sum of the Reimbursement Payments exceed the final costs of the Public Improvements as shown on the final allocation.

Section 5. Sharing of Information. The City agrees to cooperate to share information with the School District and the Developer as to its receipt of Service Payments upon request of the School District or the Developer, subject to any restrictions imposed by law, and shall provide the School District and the Developer with a copy of information it sends to the State to comply with annual reporting requirements in connection with the exemption under the TIF Ordinance.

Section 6. Amendment. This Agreement may be amended or modified by the parties only in writing, signed by both parties to the Agreement.

Section 7. Entire Agreement, Waiver of Notice. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement. The School District hereby waives any notice requirements set forth in the TIF Act or in Sections 5709.82, 5709.83 and 5715.27(D) of the Ohio Revised Code with respect to the TIF Exemption and waives any defects or irregularities relating to the TIF Exemption.

Section 8. Notices. All payments, certificates and notices which are required to or may be given pursuant to the provisions of this TIF Agreement shall be sent by the United States certified mail, postage prepaid, return receipt requested, or by overnight delivery, and shall be deemed to have been given or delivered when so mailed or deposited in overnight delivery to the address set forth in the first paragraph of this TIF Agreement, to the attention of the Mayor, the Superintendent or the Manager, as applicable. Any party may change its address for receiving notices and reports by giving written notice of such change to the other parties.

Section 10. Severability of Provisions. The invalidity of any provision of this TIF Agreement shall not affect the other provisions of this TIF Agreement, and this TIF Agreement shall be construed in all respects as if any invalid portions were omitted.

Section 11. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party to this Agreement may execute this Agreement by signing any such counterpart.

Signature Page Follows

IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed and delivered on the date set forth above.

CITY OF MACEDONIA, OHIO

**NORDONIA HILLS
CITY SCHOOL DISTRICT**

By: _____
Mayor

By: _____
Superintendent

By: _____
Treasurer

By: _____
President of the Board of Education

MACEDONIA EMPIRE, LLC

By: _____

Name: _____

Title: _____

Approved as to form:

Mark V. Guidetti
Director of Law Director
City of Macedonia, Ohio

SECTION 5705.41
CERTIFICATE OF AVAILABILITY OF FUNDS

The undersigned, Director of Finance of the City of Macedonia, Ohio (the "City"), hereby certifies in connection with the Tax Increment Financing Agreement among the City, the Nordonia Hills City School District and MACEDONIA EMPIRE, LLC, dated _____, 2021, that:

The amount required to meet the contract, obligation, or expenditure of the City during fiscal year 2021 for the attached, has been lawfully appropriated for the purpose, and is in the treasury or in process of collection to the credit of an appropriate fund, free from any outstanding obligation or encumbrance.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2021.

Director of Finance

Dated: _____, 2021

EXHIBIT A

Developer Portion of School's Share

City of Macedonia Proposed TIF Agreement ADDITIONAL PROPERTY TAX TO NORDONIA HILLS CSD \$204,000 annual property tax estimate		NHCS = Nordonia Hills City School District										City Total	School Total	Developer Total
<u>Years 1 -10</u>		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10			
100% of school's property taxes	City	204,000	204,000	204,000	204,000	204,000	204,000	204,000	204,000	204,000	204,000	2,040,000		
Partnership Commitment Payment to NHCS	School	102,000	102,000	102,000	102,000	102,000	102,000	102,000	102,000	102,000	102,000	(1,020,000)	1,020,000	
Payment to Developer	Developer	102,000	102,000	102,000	102,000	102,000	102,000	102,000	102,000	102,000	102,000	(1,020,000)		1,020,000
<u>Years 11 -30</u>		Yr 11	Yr 12	Yr 13	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20			
100% of school's property taxes	City	204,000	204,000	204,000	204,000	204,000	204,000	204,000	204,000	204,000	204,000	2,040,000		
Partnership Commitment Payment to NHCS	School	102,000	102,000	102,000	102,000	102,000						(510,000)	510,000	
Partnership Commitment Payment to NHCS	School						204,000	204,000	204,000	204,000	204,000	(1,020,000)	1,020,000	
Payment to Developer	Developer	102,000	102,000	102,000	102,000	102,000	-	-	-	-	-	(510,000)		510,000
100% of school's property taxes	City	204,000	204,000	204,000	204,000	204,000	204,000	204,000	204,000	204,000	204,000	2,040,000		
Partnership Commitment Payment to NHCS	School	204,000	204,000	204,000	204,000	204,000	204,000	204,000	204,000	204,000	204,000	(2,040,000)	2,040,000	
Payment to Developer	Developer	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL												-	4,590,000	1,530,000

NOTES: THE CITY WILL COLLECT 100% OF THE SCHOOL'S PROPERTY TAXES GENERATED BY THE DEVELOPMENT IMPROVEMENTS IN YEARS 1 - 15 (WHICH WILL BE RECEIVED IN THE FORM OF TIF PILOTS) AND MAKE AN ANNUAL PARTNERSHIP COMMITMENT PAYMENT TO THE SCHOOL'S IN EACH OF THOSE YEARS EQUAL TO 50% OF THE TAXES COLLECTED, UP TO A MAXIMUM OF \$102,000/YEAR.

PAYMENTS TO THE DEVELOPER WILL BE SECONDARY TO THE PAYMENTS TO NORDONIA HILLS CSD AND WILL BE UP TO A MAXIMUM OF \$102,000/YEAR.

EXAMPLE : \$190,000 IN SCHOOL PROPERTY TAXES COLLECTED, \$95,000 TO NORDONIA CSD AND \$95,000 TO DEVELOPER.
\$210,000 IN SCHOOL PROPERTY TAXES COLLECTED, \$102,000 TO NORDONIA CSD AND \$102,000 TO DEVELOPER, BALANCE KEPT BY CITY.

IN YEARS 16 - 30 THE CITY WILL PASS ALONG 100% OF THE SCHOOL'S PROPERTY TAXES GENERATED BY THE IMPROVEMENTS.

DUE TO THE ABOVE AGREEMENT, THERE WILL NOT BE A SHARING OF PAYROLL TAXES.

AMOUNTS SHOWN THAT ARE BASED UPON PROPERTY TAXES ARE ESTIMATES.

EXHIBIT B

Developer Portion of City's Share

City of Macedonia													
Proposed TIF Agreement													
ADDITIONAL PROPERTY TAX TO CITY													
\$109,300 annual property tax estimate													
Years 1 -10		Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	City Total	Developer Total
100% of County/City property taxes	City	109,300	109,300	109,300	109,300	109,300	109,300	109,300	109,300	109,300	109,300	1,093,000	
Payment to Developer	Developer	(109,300)	(109,300)	(109,300)	(109,300)	(109,300)	(109,300)	(109,300)	(109,300)	(109,300)	(109,300)	(1,093,000)	1,093,000
<hr/>													
Years 11 -20		Yr 11	Yr 12	Yr 13	Yr 14	Yr 15	Yr 16	Yr 17	Yr 18	Yr 19	Yr 20		
100% of County/City property taxes	City	109,300	109,300	109,300	109,300	109,300						546,500	
Payment to Developer	Developer	(109,300)	(109,300)	(109,300)	(109,300)	(109,300)	-	-	-	-	-	(546,500)	546,500
100% of County/City property taxes							109,300	109,300	109,300	109,300	109,300	546,500	
<hr/>													
Years 21 -30		Yr 21	Yr 22	Yr 23	Yr 24	Yr 25	Yr 26	Yr 27	Yr 28	Yr 29	Yr 30		
100% of County/City property taxes	City	109,300	109,300	109,300	109,300	109,300	109,300	109,300	109,300	109,300	109,300	1,093,000	
Payment to Developer	Developer	-	-	-	-	-	-	-	-	-	-	-	-
												1,639,500	1,639,500

NOTES: THE CITY WILL COLLECT 100% OF THE COUNTY/CITY PROPERTY TAXES GENERATED BY THE DEVELOPMENT IMPROVEMENTS IN YEARS 1 - 15 (WHICH WILL BE RECEIVED IN THE FORM OF TIF PILOTS) AND MAKE AN ANNUAL PAYMENT TO THE DEVELOPER OF 100% OF THOSE TAXES COLLECTED UP TO A MAXIMUM OF \$109,300/YEAR.

EXAMPLES : \$98,000 IN COUNTY/CITY PROPERTY TAXES COLLECTED, \$98,000 TO DEVELOPER.
 \$110,000 IN COUNTY/CITY PROPERTY TAXES COLLECTED, \$109,300 TO DEVELOPER, BALANCE KEPT BY CITY.

IN YEARS 16 - 30 THE CITY WILL KEEP 100% OF THE COUNTY/CITY PROPERTY TAXES GENERATED BY THE IMPROVEMENTS.

DUE TO THE ABOVE AGREEMENT, THERE WILL NOT BE A SHARING OF PAYROLL TAXES.

AMOUNTS SHOWN THAT ARE BASED UPON PROPERTY TAXES ARE ESTIMATES.

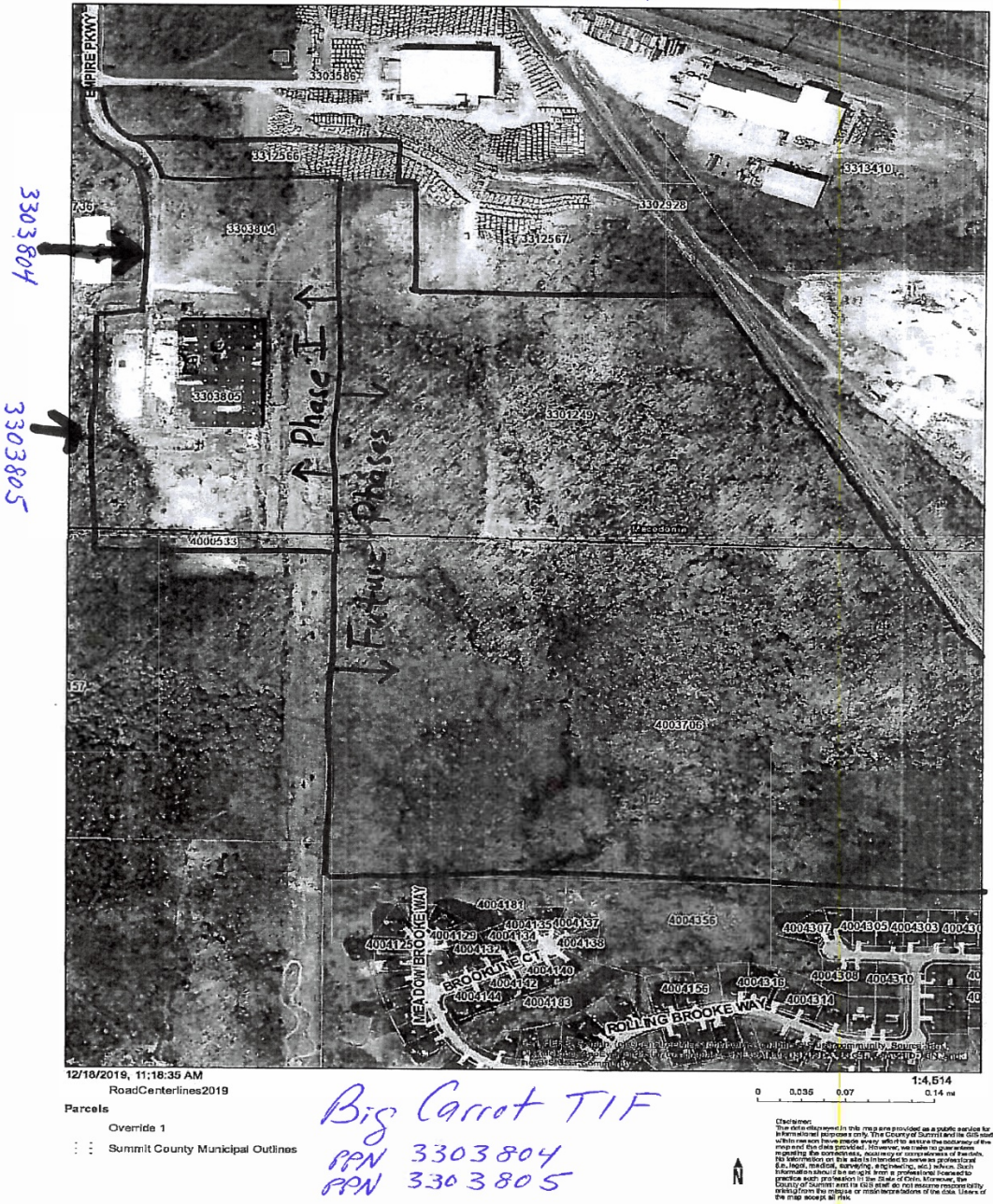
Exhibit C

Public Improvement Budget

Exhibit D

Phase I Site

Exhibit A



ORIGINATOR: FINANCE DEPARTMENT

SPONSOR: Garvas

**CITY OF MACEDONIA
RESOLUTION NO. 46 -2021**

**A RESOLUTION
ACKNOWLEDGING A CITY OF MACEDONIA POLICY AS TO BLANKET
PURCHASE ORDERS**

WHEREAS, the City of Macedonia has historically followed the Ohio Revised Code and its specific allowance for the use of blanket purchase orders in appropriate circumstances to properly authorize the expenditure of public funds for goods and services; and

WHEREAS, City Council now desires to formally acknowledge the City's policy for the use of blanket purchase orders consistent with the requirements of the Ohio Revised Code, including R.C. § 5705.41 et seq., as being in the best interest of the City of Macedonia and its residents; and

WHEREAS, Council further recognizes an established limit on the amount of blanket purchase orders that may be certified by the Director of Finance per R.C. § 5705.41(D)(3) of not to exceed \$50,000; and

WHEREAS, the Council deems it necessary and in the best interest of the City of Macedonia and its residents to acknowledge said policy and not-to-exceed limit.

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

Section 1. The City's policy for the use of blanket purchase orders consistent with the requirements of the Ohio Revised Code, including R.C. § 5705.41 et seq., is hereby and herein acknowledged, along with a limit on the maximum blanket purchase order amount of \$50,000.

Section 2. If deemed necessary by the City Administration, the City's Director of Finance, in consultation with the City's Director of Law, is authorized to create a written policy consistent with this Resolution as to the use of blanket purchase orders by the City.

Section 3. The Clerk of Council is hereby authorized and directed to forthwith submit a copy of said information along with a copy of this Resolution to the Office of the Summit County Auditor.

Section 4. 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 5. Wherefore, this Resolution shall become effective upon its adoption by Council and signature of the Mayor or as otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

ORIGINATOR: ADMINISTRATION

SPONSOR: TULLEY

**CITY OF MACEDONIA, OHIO
ORDINANCE NO. 47 -2021**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
AN AGREEMENT WITH THE TOWNSHIP OF SAGAMORE HILLS, OHIO TO
PROVIDE EMERGENCY FIRE AND MEDICAL SERVICES TO THE TOWNSHIP**

WHEREAS, the City of Macedonia Fire Department currently provides emergency fire and medical services to Sagamore Hills Township through an agreement previously entered into between the City and Township, which agreement is set to expire in September 2021; and

WHEREAS, the City and Sagamore Hills Township wish to enter into a successor agreement to transfer responsibility for providing emergency fire and medical services from the Township to the City of Macedonia through the City's Fire Department, and to reimburse the City for the same based on mutually-agreeable terms; and

WHEREAS, The City of Macedonia, through its Fire Department, is capable and willing to provide such services to the Township; and

WHEREAS, Council wishes to authorize the Mayor to enter into a contract with the Township for this purpose.

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 to enter into an agreement with the Township of Sagamore Hills, Ohio for the City to provide emergency fire and medical services to the Township in accordance with the terms as more fully described in the Agreement attached hereto as Exhibit "A" and incorporated herein by reference.

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

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

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

FIRE SERVICES AGREEMENT
BETWEEN THE CITY OF MACEDONIA AND SAGAMORE HILLS TOWNSHIP

This agreement (“Agreement”) is made and entered into on this _____ day of _____, 2021, by and between the City of Macedonia, a chartered municipal corporation in the County of Summit, State of Ohio (“City”), in accordance with Ordinance No. _____-2021 passed by City Council on _____, 2021, and Sagamore Hills Township, Ohio, a political subdivision in the County of Summit, State of Ohio (“Township”), in accordance with Resolution No. _____, passed by the Township Trustees on _____, 2021, for the purpose of transferring responsibility for providing emergency fire and medical services from the Township to the City through the City’s Fire Department. The City and Township are collectively referred to as the “Parties.”

WHEREAS, the City maintains a currently-functioning fire department known as the Macedonia Fire Department that provides full-time fire command, fire suppression, and emergency medical services for the City; and

WHEREAS, the City is capable of providing such services to certain third parties upon the addition or expansion of certain infrastructure, personnel, and equipment, including but not limited to the addition of personnel for fire suppression and emergency medical services, out of an existing base of operations located within the territorial boundary of such third parties, including the Township; and

WHEREAS, the Township provides certain infrastructure and equipment as specified below; and

WHEREAS, the Township desires to enter into a contract for the use of the City’s emergency fire and medical services for a 15-year period, beginning September 15, 2021 through December 31, 2036, and is willing to reimburse the City for those services, and to provide or reimburse the City for the cost of adding/expanding certain infrastructure, personnel, and equipment so as to enable the City to provide such services to the Township; and

WHEREAS, the City is willing to make such additions/expansions and provide such services, and accept the amount(s) set forth herein as compensation for those services; and

WHEREAS, the City and the Township intend to provide, through this Agreement, emergency fire and medical services in the Township and the City through a cohesive fire department supporting both communities. To this end, the City and the Township agree that all

equipment owned by either party shall be collectively available to provide emergency fire and medical services in each community; and

WHEREAS, the City and the Township agreed that this contract is a cooperative step in their mutual interest in discussing regionalization of emergency fire and medical service between the Parties and neighboring communities.

NOW, THEREFORE, the Parties agree, as follows:

I. SCOPE OF SERVICES TO BE PROVIDED BY CITY OF MACEDONIA.

The City will furnish twenty-four (24) hour a day emergency fire command and suppression services, and emergency medical services to the Township with the minimum service to be as follows:

- A. Response to all calls for emergency fire and/or emergency medical service which the Township would otherwise respond to but for this Agreement;
- B. Maintain, at a facility provided by and located in the Township, at least two firefighter-paramedics at all times for emergency fire and/or medical response within the Township;
- C. Provide for personnel for certain existing positions in the Macedonia Fire Department including a fire chief, assistant chief, fire prevention officer, administrative assistant, and sufficient firefighters-paramedics, who shall receive training to maintain any State of Ohio certification levels required to provide the services contemplated by this Agreement;
- D. Provide all existing Macedonia Fire Department equipment including an aerial tower, radio system, jaws of life, breathing air compressor, turn out gear extractor, fire safety trailer, and water rescue boat, with the understanding that the Township will also provide its equipment for the City's use in providing emergency fire and medical services in each community, and any other community contracting for such services from the City; and
- E. Provide certified personnel for annual fire inspections of Township businesses.

The Parties acknowledge and agree that the City will cover the Township's emergency fire and medical service needs based upon call volume and operational need. The Parties agree to mutually work together to best serve residents and businesses and manage call volume. The Parties will have quarterly meetings as may be necessary to review such information and discuss any needed adjustments. The Township and City agree that in the event there is an

increase in call volume of more than twenty percent (20%), which does not include auto-aid calls originating outside of the Township, an addendum may be added to this contract to cover that additional burden for personnel, etc., or the parties will mutually cooperate to reduce the call volume.

The City will assume all responsibility for hiring and training fire (including fire inspection) and medical personal to perform the services contemplated by this Agreement, and will furnish such services in accordance with the City's own policies, regulations, rules and procedures. The City shall ensure necessary certifications and licenses are obtained and maintained. The Township shall pay its appropriate share of the cost for such certifications and licenses.

The Macedonia Fire Department is a functioning fire department with a full complement of supervisors and support personnel; however, the provision of services under this Agreement will require the hiring of additional support personnel. The annual costs associated with this Agreement will help support these increased staffing costs.

The Township agrees that in the event the City expands its emergency fire and/or emergency medical service coverage into an adjoining community, an addendum, rider or other writing may be attached to this Agreement as may be necessary to cover the additional services being rendered. Both the City and Township will cooperate in joining additional communities and regionalizing the provision of emergency fire and medical services.

II. RESPONSIBILITY OF SAGAMORE HILLS TOWNSHIP.

The Parties acknowledge that, to furnish such services, the City will add or expand certain infrastructure, personnel, and equipment as set forth below. The Parties further acknowledge and agree that the Township will provide or reimburse the City for the cost of adding/expanding such infrastructure and equipment so as to enable the City to provide such services to the Township as follows:

- A. The Township shall provide one fire engine and two rescue squads to the City;
- B. The Township shall provide standard firefighting equipment to the City including, but not limited to: nozzles and hose, one (1) ventilation fan, two (2) chain saws, one (1) circular saw, one (1) thermal imaging camera, 423 MHz and 800 MHz radios (portable and mobile), hand tools, self-contained breathing apparatuses (minimum of two units), and any other equipment necessary for emergency fire response; turnout gear, and other customary equipment as necessary to provide

such services as the parties will determine;

- C. The Township shall continue to provide all equipment and infrastructure it currently provides to the City;
- D. The Township shall provide standard medical equipment to the City including, but not limited to, one (1) heart rate monitor (can be provided by the medical control hospital), computers, cell phones, 423 MHz and 800 MHz radios (portable and mobile), equipment bags, a cot system, and any other equipment necessary for emergency medical response and other customary equipment to provide such services as the parties will determine;
- E. The Township shall continue to provide, rent-free, a facility located within the Township, which shall be referred to as the “City of Macedonia Fire Department, Sagamore Hills Division,” that is capable of serving as a base of operations for the provision of first-response emergency fire and medical services by the City to the Township. The facility shall comply with all applicable building, zoning and other codes and be suitable for the intended use of this Agreement. The facility shall include phone lines, telephone, wireless internet capable of downloading fire and EMS reports, sufficient computers (including monitors) and software capable of downloading and viewing such reports, interior parking for the fire engine, equipment needed to wash and maintain the fire and medical equipment, an office, a “day room,” sleeping quarters for up to three individuals, and bathroom and shower facilities, and any other equipment necessary for providing the services contemplated by this Agreement;
- F. The Township shall obtain and maintain insurance covering all equipment and infrastructure provided to the City for its use under this Agreement, and shall provide the City verification of said insurance upon request;
- G. The Township agrees to designate one Township Trustee to act as a liaison for the Township to assist the City fire administration on an as-needed basis and as required by the City throughout the transition process and during the initial period of operation, and said Trustee shall continue to act as a liaison for the Township during the term of this Agreement. Said Trustee shall be appointed at the pleasure of the Township’s Board of Trustees and may be replaced at any time by the Board of Trustees;

- H. The Parties agree that the Township shall designate the Macedonia Fire Chief or his designee as the Fire Prevention Officer for the Township pursuant to Ohio Revised Code § 505.38 during the period of this Agreement or any extension thereof; and
- I. The Parties mutually will provide the other Party copies of records, files, and any information requested and agrees to cooperate in a reasonable manner required for the performance of this Agreement.

The Township acknowledges and agrees it will pay the full cost of such additional/expanded infrastructure and equipment, including the cost of any related maintenance performed or procured by the City. The Township may provide the equipment required under this Agreement by leasing the same from the City, at a reasonable cost to be determined by the Parties, if necessary. All Township equipment and infrastructure provided for the City's use under this Agreement shall be returned to the Township upon Termination of this Agreement. The Parties will work cooperatively in utilizing such infrastructure and equipment for providing emergency fire and medical services.

The Township agrees that the City will provide emergency fire and medical services to the Township consistent with the City's rules, regulations, policies and procedures.

The Township shall annually certify to the City that the Township currently has the funds available and appropriated to cover the costs contemplated under this Agreement, and the Township Fiscal Officer shall provide such certification to the City at the beginning of each fiscal year.

The City and the Township shall work together to obtain a current GIS map of the Township with addresses and shall be responsible for keeping the map current. The Township shall provide a copy of such current map upon request of the City.

The Township will be entitled to all billing, less collection fees equal to the rate applied to the City by the third-party administrator, for emergency fire and medical services within the Township during the term of this Agreement, and the Parties will cooperate with all third party collection entities in billing for such services. While this Agreement does not contemplate current contributions by the Township into the City's F.A.I.R. fund, the Township recognizes the value of the F.A.I.R. programming for the Nordonia Hills community, and agrees to reevaluate potential contributions to the fund once such programming resumes as normal.

III. PAYMENT FOR FIRE & MEDICAL SERVICES.

For the City's provision of these basic emergency fire and medical services to the Township seven (7) days per week, 24-hours per day, the Township shall pay the City as follows:

YEAR	Amounts Charged	Total Due	Payments of
2021	<ul style="list-style-type: none"> \$40,318 (fee for emergency fire and medical services 9/15/21 through 9/30/21) \$227,000 (fee for emergency fire and medical services 10/1/21 through 12/31/21) 	\$267,318	<ul style="list-style-type: none"> \$40,318 (1) \$227,000 (1)
2022	<ul style="list-style-type: none"> \$926,000 (fee for emergency fire and medical services 1/1/22 through 12/31/22) 	\$926,000*	<ul style="list-style-type: none"> \$231,500 (4)
2023	<ul style="list-style-type: none"> \$953,600 (fee for emergency fire and medical services 1/1/23 through 12/31/23) 	\$953,600*	<ul style="list-style-type: none"> \$238,400 (4)*
2024	<ul style="list-style-type: none"> \$972,800 (fee for emergency fire and medical services 1/1/22 through 12/31/24) 	\$972,800*	<ul style="list-style-type: none"> \$243,200 (4)*
2025	<ul style="list-style-type: none"> \$1,002,000 (fee for emergency fire and medical services 1/1/25 through 12/31/25) 	\$1,002,000*	<ul style="list-style-type: none"> \$250,500 (4)*
2026	<ul style="list-style-type: none"> \$1,039,600 (emergency fire and medical services 1/1/26 through 12/31/26) 	\$1,039,600*	<ul style="list-style-type: none"> \$259,900 (4)*
2027	<ul style="list-style-type: none"> \$1,078,400 (emergency fire and medical services 1/1/27 through 12/31/27) 	\$1,078,400*	<ul style="list-style-type: none"> \$269,600 (4)*
2028	<ul style="list-style-type: none"> \$1,118,800 (emergency fire and medical services 1/1/28 through 12/31/28) 	\$1,118,800*	<ul style="list-style-type: none"> \$279,700 (4)*
2029	<ul style="list-style-type: none"> \$1,163,600 (emergency fire and medical services 1/1/29 through 12/31/29) 	\$1,160,700*	<ul style="list-style-type: none"> \$290,175 (4)*

2030	• \$1,210,000 (emergency fire and medical services 1/1/30 through 12/31/30)	\$1,204,200*	• \$301,050 (4)*
2031	• \$1,258,400 (emergency fire and medical services 1/1/31 through 12/31/31)	\$1,249,300*	• \$312,325 (4)*
2032	• \$1,296,000 (emergency fire and medical services 1/1/32 through 12/31/32)	\$1,286,000*	• \$321,500 (4)*
2033	• \$ 1,334,800 (emergency fire and medical services 1/1/33 through 12/31/33)	\$1,324,500*	• \$331,125 (4)*
2034	• \$ 1,374,800 (emergency fire and medical services 1/1/34 through 12/31/34)	\$1,364,200*	• \$341,050 (4)*
2035	• \$1,416,000 (emergency fire and medical services 1/1/35 through 12/31/35)	\$1,405,100*	• \$351,275 (4)*
2036	• \$1,458,400 (emergency fire and medical services 1/1/36 through 12/31/36)	\$1,447,200*	• \$361,800 (4)*
	*Minimum amount; Parties will mutually review costs on a quarterly basis and will adjust payment for additional amounts compared to the prior year and the additional costs associated with an increase in call volume as outlined in Section I above; Plus the additional costs associated with an increase in call volume on the City's Dispatch Center from the Services rendered under this Agreement.		

For the 2021 calendar year, one payment of 40,318.00 is due to the City immediately upon execution of this Agreement, and a second payment of \$227,000.00 is due to the City on or before October 1, 2021. The amount paid each year includes a payment for additional assigned supervision to A, B, and C shifts. For the 2022 through the 2036 calendar years, four (4) equal installments as set above are due and payable to the City on or before January 31, April 30, July 31, and October 31 of the year services are being provided. The City reserves the right to

reassess the above costs based on service runs, staffing needs, or other pertinent statistics and a revised user fee will be negotiated as set forth above.

IV. WAIVER

The Township hereby expressly waives any right, claim, demand or cause of action it may now have, and have in the future against the City and/or any of its officers, officials, employees, agents, representatives, and insurers which arises, or may arise, from the performance of this Agreement by the City, its officers, officials, employees, agents, or representatives. Furthermore, the Township shall indemnify and hold the City harmless from any such claim by any non-resident or resident of the Township, or any of its officers, officials, employees, agents, representatives, insurers, or any third party that results from any act or omission of the Township or any of its officers, officials or employees.

In the event and to the extent Township cannot indemnify the City, the City and the Township agree that each will be solely and entirely responsible for its own acts, errors, and omissions, and those of its officers, officials, employees, agents, and representatives to the extent legally liable, during the performance of this Agreement. The City does not intend to and should not be construed to waive any defense to liability it may have including, but not limited to, governmental immunity.

V. TERM & TERMINATION

The Parties shall have the option to renew the Agreement for an additional five (5) years (Renewal Term) at a rate to be mutually agreed to by the Parties. Notice to initiate the Renewal Term can be given by either party, in writing, to the other, no later than one-hundred eighty (180) days before expiration of the initial term.

Either side may terminate this Agreement with one-hundred eighty (180) days written notice. In the event the Township is more than thirty (30) days late with any installment payment, the City may, at its discretion, terminate this Agreement if payment is not made by the Township within sixty (60) days of the Township's receipt of a written notice of non-payment from the City.

In the event this Agreement is terminated and the City lays-off or takes other action resulting in City Fire Department personnel collecting unemployment compensation benefits, the Township shall reimburse the City in an amount equal to the total costs incurred by the City in connection with such unemployment compensation benefits for the initial two (2) Fire

Department personnel collecting such benefits. The City shall be responsible and bear the total costs associated with any additional unemployment compensation benefits beyond the initial two (2) Fire Department personnel collecting such benefits.

VI. NOTICES

All required notices and payments to be made, shall be sent by regular mail, postage prepaid, to the following addresses; or to such other address as either party may designate for such purpose:

To the City of Macedonia:

Mayor Nicholas Molnar
9691 Valley View Road
Macedonia, Ohio 44056

To Sagamore Hills Township:

Sagamore Hills Township Trustees
11551 Valley View Road
Sagamore Hills, Ohio 44067

Both the City Director of Law and Township attorney must be simultaneously copied on all notices given under this Agreement.

VII. MODIFICATIONS

By the mutual consent of the City and the Township, this Agreement may be modified whenever such modifications are deemed necessary. Any such modifications to the Agreement shall be by written amendment signed by both Parties.

VIII. ENTIRE AGREEMENT

This document constitutes the full and complete expression of the Agreement between the City and the Township and supersedes any prior or contemporaneous oral or written agreements regarding the subject matter of this Agreement. This Agreement is not intended to modify or supersede any contract for dispatch services between the City and the Township.

This Agreement does not intend to and shall not be construed to create any third-party beneficiaries.

IX. ELECTRONIC SIGNATURE/AUTHORITY

Each party agrees that the other party may conduct transactions under this Agreement by electronic means. The Parties agree that all documents requiring City or Township signatures

may be executed by electronic means and that the electronic signatures affixed by the City or the Township to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. The Parties agree to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and other applicable laws. Each party acknowledges that the undersigned are authorized to execute this Agreement.

– Remainder of page intentionally left blank –

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

Approved as to Form:

On behalf of the City of Macedonia:

Mark V. Guidetti, Director of Law
City of Macedonia

Nicholas Molnar, Mayor
City of Macedonia

Approved as to Form:

On behalf of Sagamore Hills Township:

Attorney
Sagamore Hills Township

David W. DePasquale, Trustee
Sagamore Hills Township

Paul Schweikert, Trustee
Sagamore Hills Township

John Zaccardelli, Trustee
Sagamore Hills Township

ORIGINATOR: SERVICE DEPARTMENT

SPONSOR: Brandt

**CITY OF MACEDONIA
ORDINANCE NO. 48 – 2021**

**AN ORDINANCE
PROVIDING FOR A SENIOR SNOW REMOVAL
PROGRAM FOR THE 2021-2022 WINTER SEASON**

WHEREAS, Council deems it necessary and in the best interest of the health, safety and welfare of the senior residents of the City to provide a Senior Snow Removal Program for the 2021-2022 winter season.

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

Section 1. That the Senior Snow Removal Program is hereby and herein provided for the 2021-2022 winter season within the following guidelines:

1. All applicants must be residents of the City of Macedonia;
2. All applicants must be at least 65 years old and/or disabled and have no one living within their residence capable of shoveling snow;
3. Proofs of age and disability with a current physician's statement detailing the disability are required upon application;
4. The Program will provide one push of snow within a 24-hour period when snowfalls exceed 3" of new snow;
5. The income level of all applicants must not exceed 100% of the most recent HUD very low-income limit for the Akron, Ohio metropolitan statistical area;
6. All applicants must provide proof of income;
7. The Mayor has the discretion under extraneous circumstances to increase the income threshold on case-by-case basis; and
8. Any and all other regulations adopted by the Administration.

Section 2. The Director of Service and/or the Director of Finance is authorized to request proposals to provide this service to the City at a cost not to exceed \$13.50 per push along with other usual and customary regulations.

Section 3. The Director of Finance is authorized to undertake any and all action in order to carry out the funding for the 2021-2022 Senior Snow Removal Program.

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 take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council



FY 2021 INCOME LIMITS DOCUMENTATION SYSTEM

HUD.gov [HUD User Home](#) [Data Sets](#) [Fair Market Rents](#) [Section 8 Income Limits](#) [MTSP Income Limits](#) [HUD LIHTC Database](#)

FY 2021 Income Limits Summary

Selecting any of the buttons labeled "Click for More Detail" will display detailed calculation steps for each of the various parameters.

FY 2021 Income Limit Area	Median Family Income Click for More Detail	FY 2021 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Akron, OH MSA	\$83,300	Very Low (50%) Income Limits (\$) Click for More Detail	28,050	32,050	36,050	40,050	43,300	46,500	49,700	52,900
		Extremely Low Income Limits (\$)*) Click for More Detail	16,850	19,250	21,960	26,500	31,040	35,580	40,120	44,660
		Low (80%) Income Limits (\$) Click for More Detail	44,900	51,300	57,700	64,100	69,250	74,400	79,500	84,650

NOTE: Summit County is part of the **Akron, OH MSA**, so all information presented here applies to all of the **Akron, OH MSA**.

The **Akron, OH MSA** contains the following areas: Portage County, OH; and Summit County, OH.

* The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) of the Section 8 very low-income limit or the poverty guideline as [established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

Income Limit areas are based on FY 2021 Fair Market Rent (FMR) areas. For information on FMRs, please see our associated FY 2021 [Fair Market Rent documentation system](#).

For last year's Median Family Income and Income Limits, please see here:

[FY2020 Median Family Income and Income Limits for Akron, OH MSA](#)

Select a different county or county equivalent in Ohio:

- Sandusky County ▲
- Scioto County
- Seneca County
- Shelby County
- Stark County
- Summit County ▼

Select any FY2021 HUD Metropolitan FMR Area's Income Limits:

Akron, OH MSA ▼

[Select HMFA Income Limits Area](#)

ORIGINATOR: SERVICE DEPARTMENT

SPONSOR: Tulley

**CITY OF MACEDONIA
ORDINANCE NO. 49 -2021**

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VALLEY
VIEW PROPERTY MAINTENANCE LLC FOR A SENIOR GUTTER CLEANING
PROGRAM FOR THE FALL 2021 SEASON**

WHEREAS, Council deems it necessary and in the best interest of the health, safety and welfare of the senior residents of the City to provide a Senior Gutter Cleaning Program, providing a one-time only cleaning, for the 2021 Fall season; and

WHEREAS, Council authorizes the Mayor to enter into an agreement with Valley View Property Maintenance LLC to provide this one-time cleaning to the eligible seniors who have applied to the Service Department for this Program.

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

Section 1. That the Senior Gutter Cleaning Program, providing a one-time only cleaning, is hereby and herein provided for the 2021 Fall season within the following guidelines:

1. All applicants must be residents of the City of Macedonia;
2. All applicants must be at least 65 years old and/or disabled and have no one living within their residence capable of cleaning their home's gutters;
3. Proofs of age and disability with a current physician's statement detailing the disability are required upon application;
4. The Program will provide one gutter cleaning for 2021 Fall season.
5. The income level of all applicants must not exceed 100% of the most recent HUD very low-income limit for the Akron Ohio MSA;
6. All applicants must provide proof of income;
7. The Mayor has the discretion under extraneous circumstances to increase the income threshold on case by case basis; and
8. Any and all other regulations adopted by the Administration.

Section 2. That Payment to Valley View Property Maintenance LLC shall be provided for and the following sums are hereby set aside and appropriated as set forth herein as Exhibit "A."

Section 3. The Administration has conducted a certified search of the Finding for Recovery Database on the Ohio Auditor of State website, and the proposed vendor in this contract is not listed therein.

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 take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____

Nicholas Molnar

ATTEST: _____

Jon Hoover, Clerk of Council



SERVICE QUOTE

Macedonia Senior Citizen Gutter Cleaning 2021

Description.

Remove all leaves and debris from roof, and gutter. Flush system out with jet hose to ensure a clear downspout.

Homes with gutter screen guards, will use jet hose to clean/ flush system out.

WILL NOT remove any guards/screens or downspouts that requires tools to take off. If we are able to move them by hand and if it is needed will do then.

Will remove all debris from property collected during the visit.

Will ask customer to sign knowing we were there that day, if homeowner happens to not be home, will leave a letter on the front door/mailbox stating we were there that day and cleaned the gutters.

Cost.

\$70.00 per home non taxable

Roughly 40 houses in past years, +/- 10 homes, total cost for 40 homes

\$2,800.00 non taxable.

ORIGINATOR: SERVICE DEPARTMENT

SPONSOR: Brandt

**CITY OF MACEDONIA
ORDINANCE NO. 50 - 2021**

**AN ORDINANCE
PROVIDING FOR AND AUTHORIZING A REFUSE COLLECTION SUBSIDY FOR
SENIOR CITIZENS AND MAKING APPROPRIATION FOR THAT SUBSIDY**

WHEREAS, Council deems it necessary and in the best interest of the health, safety and welfare of the senior citizens and for those seniors who are seriously disabled of the City of Macedonia to provide for and authorize the Refuse Collection Subsidy created pursuant to Ordinance No. 74-2006 whereby a refuse collection subsidy was established and authorizes the Director of Finance to make appropriation for that subsidy for the 2021 year.

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

Section 1. That a Refuse Collection Subsidy is hereby and herein provided for and authorized for qualifying senior citizens.

Section 2. Participants in the Senior Citizen Refuse Collection Subsidy must abide by the following regulations:

1. All applicants must be 65 years of age or older and/or seriously disabled;
2. The income level of all applicants must not exceed 100% of the most recent HUD very low-income limit for the Akron Ohio MSA;
3. All applicants must provide proof of age and/or disability;
4. All applicants must provide proof of income; and
5. Any and all other regulations adopted by the administration.

Section 3. The Director of Finance is authorized to appropriate the amount not to exceed \$15,000.00 from the unappropriated balance of the General Fund (101) in order to establish this refuse collection subsidy for senior citizens.

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 take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

ORIGINATOR: JOE GIGLIOTTI, CITY ENGINEER

SPONSOR: Finley

**CITY OF MACEDONIA
RESOLUTION NO. 51 – 2021**

**A RESOLUTION
AUTHORIZING THE MAYOR TO TAKE SUCH STEPS NECESSARY TO APPLY FOR
FUNDING FROM THE OHIO PUBLIC WORKS COMMISSION, DISTRICT EIGHT
PUBLIC WORKS COMMITTEE, PROGRAM YEAR 36, FOR THE
GOLDEN LINK BOULEVARD REPAVING PROJECT**

WHEREAS, the City of Macedonia is submitting an application for funding under the State of Ohio Public Works Commission, District Eight Public Works Committee, Capital Improvement Program Year 36, for the Golden Link Boulevard Repaving Project within the City of Macedonia; and

WHEREAS, Council deems it necessary and in the best interest of the health, safety and welfare of all City residents to submit said application for funding with the Ohio Public Works Commission for the Golden Link Boulevard Repaving Project as set forth below.

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 is hereby authorized to apply directly and simultaneously to the Ohio Public Works Commission for local funding participation with the District Eight Public Works Committee, Program Year 36, for the Golden Link Boulevard Repaving Project, consistent with the document attached hereto as Exhibit “A” and incorporated herein by reference.

Section 2. Further, the Mayor, or his authorized representative, is authorized and directed to send a copy of this Resolution to the District Eight Public Works Committee in order to fulfill the requirements of the applications being submitted, and is further authorized to enter into any agreements as may be necessary and appropriate for obtaining such financial assistance.

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

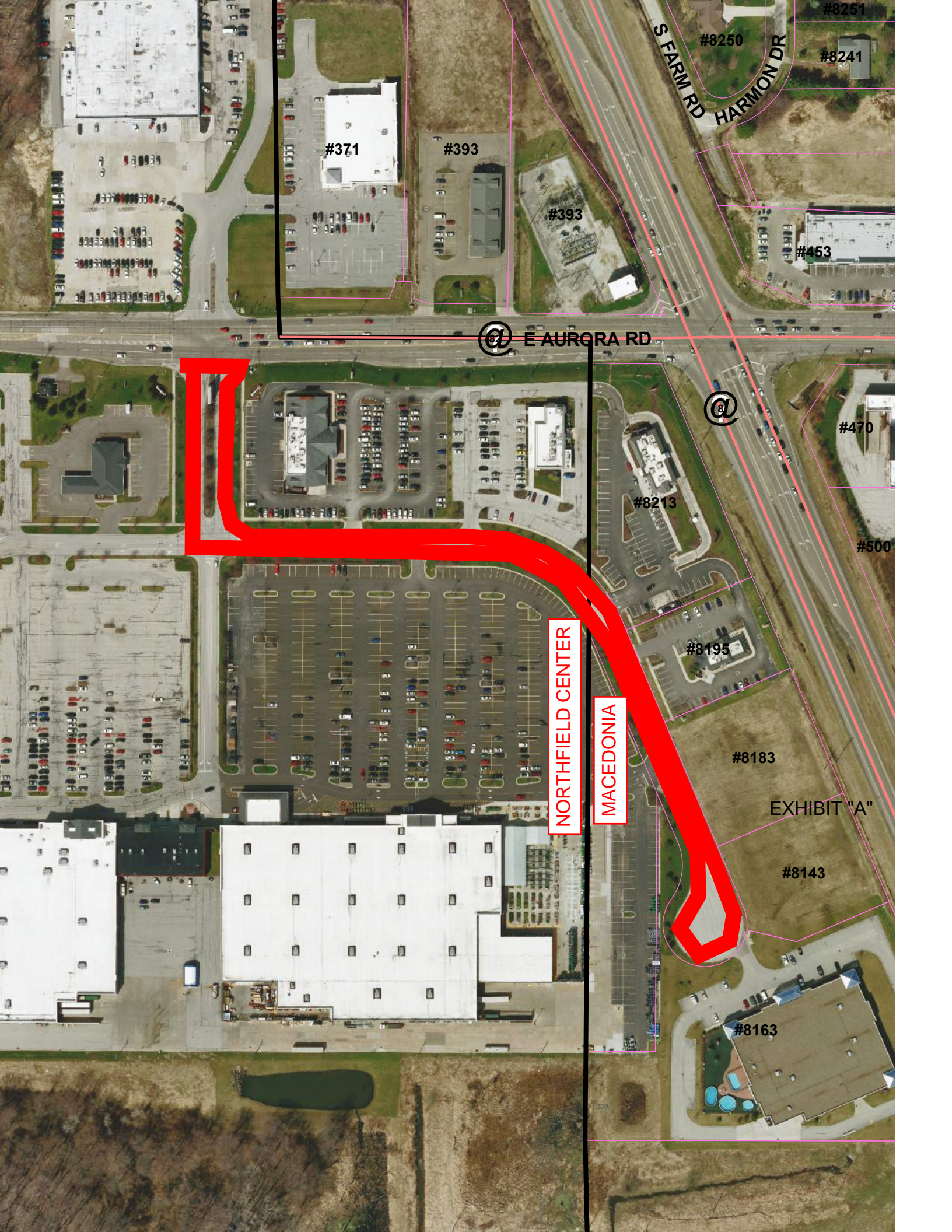
PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council



#8251

#8241

#8250

S FARM RD

HARMON DR

#371

#393

#393

#453

B

E AURORA RD

B

#470

#500

#8213

#8195

#8183

EXHIBIT "A"

#8143

#8163

NORTHFIELD CENTER

MACEDONIA

ORIGINATOR: JOSEPH L. GIGLIOTTI, CITY ENGINEER

SPONSOR: Tulley

**CITY OF MACEDONIA
RESOLUTION NO. 52 – 2021**

**A RESOLUTION
AUTHORIZING THE MAYOR TO TAKE SUCH STEPS NECESSARY TO APPLY FOR
FUNDING FROM THE OHIO PUBLIC WORKS COMMISSION, DISTRICT EIGHT
PUBLIC WORKS COMMITTEE, PROGRAM YEAR 36, FOR THE VALLEY VIEW
ROAD RESURFACING PROJECT**

WHEREAS, the City of Macedonia is submitting an application for funding under the State of Ohio Public Works Commission, District Eight Public Works Committee, Program Year 36, for the Valley View Road Resurfacing Project within the City of Macedonia; and

WHEREAS, Council deems it necessary and in the best interest of the health, safety and welfare of all City residents to submit an application for funding with the Ohio Public Works Commission, District Eight Public Works Committee, Program Year 36, for the Valley View Road Resurfacing Project (from Twinsburg Road south to the Hudson border).

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 is hereby authorized to apply directly and simultaneously to the Ohio Public Works Commission for local funding participation with the District Eight Public Works Committee, Program Year 36, for the Valley View Road Resurfacing Project.

Section 2. Further, the Mayor, or his authorized representative, is authorized and directed to send a copy of this Resolution to the District Eight Public Works Committee in order to fulfill the requirements of the applications being submitted.

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

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____

Nicholas Molnar

ATTEST: _____

Jon Hoover, Clerk of Council

ORIGINATOR: ADMINISTRATION

SPONSOR: Garvas

**CITY OF MACEDONIA
ORDINANCE NO. 53 -2021**

**AN ORDINANCE
AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT
WITH SIGNARAMA CLEVELAND FOR THE MACEDONIA GOLDEN LINK
BOULEVARD SIGNAGE PROJECT**

WHEREAS, it has already been deemed necessary and in the best interest of the health, safety and welfare of all the City residents to improve signage at the corner of Ohio State Route 8 and Golden Link Boulevard in Macedonia Ohio as part of the special assessment project which the City is participating in with Northfield Center Township; and

WHEREAS, the City previously advertised for bids pursuant to Council authorization for the Macedonia Golden Link Boulevard signage project; and

WHEREAS, pursuant to law, bids were advertised, received, and opened by the City in accordance with the published schedule; and

WHEREAS, it is recommended that the bid of Signarama Cleveland be accepted as the lowest and best bid with regard to the Macedonia Gold Link Boulevard signage project, and part of the aforementioned special assessment project, and Council therefore wishes to authorize the Mayor to enter into a contract with that company for such signage as the lowest and best bid.

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

Section 1. That the Mayor is authorized to accept the bid of Signarama Cleveland as the lowest and best bid in regard to the Macedonia Gold Link Boulevard signage project as set forth in the document attached hereto 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 was adopted in an open meeting of this Council, and that all deliberations of Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

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

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council



Meld Representative: Edward Parker

Owner Representative: Scott MHL

Meld Project #20007 - Macedonia - Golden Link
Blvd. Signage

Bid Opening: Friday August 13, 2021 - 11:00 a.m.

Bidder's Name	Base Bid	Bid Bond (Y / N)	Allowances Form (Y/N)
SIGNARMA CONSTRUCTION	\$113,900	✓	✓
LAWLER CONSTRUCTION	\$29,900	✓	✓

DOCUMENT 004113 - BID FORM - STIPULATED SUM (SINGLE-PRIME CONTRACT)

1.1 BID INFORMATION

- A. Bidder: Signarama Cleveland
- B. Project Name: **Macedonia – Golden Link Blvd. Signage**
- C. Project Location: **Corner of Ohio State Route 8 and Golden Link Blvd. in Macedonia, Ohio**
- D. Owner: **City of Macedonia**
- E. Architect: **Meld Architects, Inc.**
- F. Architect Project Number: **20007**

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Meld Architects, Inc. and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. one hundred thirteen thousand nine hundred dollars Dollars (\$ 113,900.00).

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above:

1. five thousand six hundred ninety five dollars Dollars (\$ 5,695.00).

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 SUBCONTRACTORS AND SUPPLIERS

- A. The following companies shall execute subcontracts for the portions of the Work indicated:

MACEDONIA - GOLDEN LINK BLVD. SIGNAGE
JULY 29, 2021

1. Concrete Work: Bricker Construction
2. Masonry Work: Bricker Construction
3. Steel Work: Signarama
4. Specialty Signage Work: Signarama
5. Electrical Work: VL Champman

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect, and shall fully complete the Work within 160 calendar days.

1.6 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

1. Addendum No. 1, dated _____
2. Addendum No. 2, dated _____
3. Addendum No. 3, dated _____
4. Addendum No. 4, dated _____

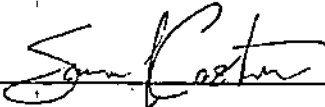
1.7 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
1. Bid Form Supplement - Allowances.
 2. Bid Form Supplement - Bid Bond Form (AIA Document A310-2010).

1.8 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor, for the type of work proposed, in Macedonia, Ohio, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.9 SUBMISSION OF BID

- A. Respectfully submitted this 12 day of August, 2021.
- B. Submitted By: Signarama Cleveland (Name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Samuel Costiuc (Type or print name).

MACEDONIA - GOLDEN LINK BLVD. SIGNAGE
JULY 29, 2021

- E. Title: President (Owner/Partner/President/Vice President).
- F. Witnessed By: Marie Cipolletta (Handwritten signature).
- G. Attest: Marie Cipolletta (Handwritten signature).
- H. By: Marie L. Cipolletta (Type or print name).
- I. Title: Office Manager (Corporate Secretary or Assistant Secretary).
- J. Street Address: 18200 South Miles Rd.
- K. City, State, Zip: Warrensville Hts. OH 44128
- L. Phone: 440-442-5002
- M. License No.: _____
- N. Federal ID No.: _____ (Affix Corporate Seal Here).

END OF DOCUMENT 004113

MACEDONIA - GOLDEN LINK BLVD. SIGNAGE
JULY 29, 2021

DOCUMENT 004313 - BID SECURITY FORMS

1.1 BID FORM SUPPLEMENT

- A. A completed bid bond form is required to be attached to the Bid Form.

1.2 BID BOND FORM

- A. AIA Document A310-2010 "Bid Bond" is the recommended form for a bid bond. A bid bond acceptable to Owner, or other bid security as described in the Instructions to Bidders, is required to be attached to the Bid Form as a supplement.
- B. Copies of AIA standard forms may be obtained from The American Institute of Architects; <https://www.aiacontracts.org/>; email: docspurchases@aia.org; (800) 942-7732.

END OF DOCUMENT 004313

MACEDONIA - GOLDEN LINK BLVD. SIGNAGE
JULY 29, 2021

DOCUMENT 004321 - ALLOWANCE FORM

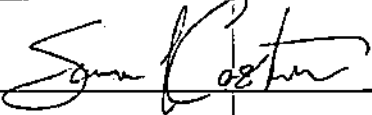
1.1 BID INFORMATION

- A. Bidder: Signarama Cleveland
- B. Project Name: Macedonia - Golden Link Blvd. Signage
- C. Project Location: Intersection of Golden Link Blvd and Ohio State Route 8 in Macedonia, Ohio
- D. Owner: City of Macedonia
- E. Architect: Meld Architects, Inc.
- F. Architect Project Number: 20007

1.2 BID FORM SUPPLEMENT

- A. This form is required to be attached to the Bid Form.
- B. The undersigned Bidder certifies that Base Bid submission to which this Bid Supplement is attached includes those allowances described in the Contract Documents and scheduled in Section 012100 "Allowances."

1.3 SUBMISSION OF BID SUPPLEMENT

- A. Respectfully submitted this 12 day of August, 2021.
- B. Submitted By: Signarama Cleveland (Insert name of bidding firm or corporation).
- C. Authorized Signature:  (Handwritten signature).
- D. Signed By: Samuel Costiuc (Type or print name).
- E. Title: President (Owner/Partner/President/Vice President).

END OF DOCUMENT 004321

DOCUMENT 004373 - PROPOSED SCHEDULE OF VALUES FORM

1.1 BID FORM SUPPLEMENT

- A. A completed Proposed Schedule of Values form is required to be attached to the Bid Form.

1.2 PROPOSED SCHEDULE OF VALUES FORM

- A. Proposed Schedule of Values Form: Provide a breakdown of the bid amount, including alternates, in enough detail to facilitate continued evaluation of bid. Coordinate with the Project Manual table of contents. Provide multiple line items for principal material and subcontract amounts in excess of five percent of the Contract Sum.

- B. Arrange schedule of values using AIA Document G703-1992.

- 1. Copies of AIA standard forms may be obtained from the American Institute of Architects; <https://www.aiacontracts.org/library>; (800) 942-7732.

END OF DOCUMENT 004373

SECTION 012100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
- B. Types of allowances include the following:
 - 1. Contingency allowances.
- C. Related Requirements:

1.3 DEFINITIONS

- A. Allowance is a quantity of work or dollar amount established in lieu of additional requirements, used to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

1.4 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier.

1.5 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances in the form specified for Change Orders.

1.6 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.7 CONTINGENCY ALLOWANCES

- A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance. A change order is not to be invoiced to the contract until the Owner has given written approval.
- B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, insurance, equipment rental, and similar costs.
- C. Purchase Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.
- D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

- A. Allowance No. 1: Owner's Contingency Allowance: Include a contingency allowance of \$5,000.00 for use according to Owner's written instructions.

END OF SECTION 012100

August 20, 2021

City of Macedonia
Attn. Mark Guidetti
1360 S.O.M. Center Road
Cleveland, Ohio 44124

Meld Project 20007



Macedonia Golden Link Blvd. Signage

To Whom It May Concern,

We received a total of (2) two bids for the above-mentioned project. The bids came in as follows; \$113,900 and \$129,900. The lowest bid was submitted by Signarama Cleveland (SC). SC provided all required documents of the Bid Form, Allowance Form, and a check in the amount of the required Bid Guarantee.

Meld Architects has reviewed the submitted bids and reached out to SC's references. All references that were able to be reached provided positive feedback. They all responded that SC provided their projects on time and under budget. They all would recommend SC and would use them again on their future projects.

With the review of the submitted bid and the positive feedback from the references, Meld Architects, Inc. would like to recommend the acceptance of the Lowest Qualified Bid submitted by Signarama Cleveland in the amount of \$113,900.

If there are any questions or concerns with our recommendation, feel free to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Edward T. Parker', with a long, sweeping underline.

Edward T. Parker AIA, LEED AP, NCARB
Principal

ORIGINATOR: ADMINISTRATION

SPONSOR: Brandt

**CITY OF MACEDONIA
RESOLUTION NO. 54 - 2021**

**A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO
ENTER INTO AN ADDENDUM TO THE CONCESSION LEASE
AGREEMENT WITH BIZPRO GOLF LTD.**

WHEREAS, a Concession Lease Agreement was previously created between the City and Windmill Lakes Corporation on or about April 1, 2012 for the combined purpose of providing additional outdoor recreational opportunity for the City’s residents and income for the operation of the City’s park and recreation system; and

WHEREAS, the City now desires to enter into an Addendum to the Concession Lease Agreement with Bizpro Golf Ltd. (formerly Windmill Lakes Corporation) concerning the area commonly known as “Windmill Golf Center” and formerly known as “2Club Golf”.

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 is authorized to enter into and execute an Addendum with Bizpro Golf Ltd. to accomplish the revision of certain terms of the Concession Lease Agreement consistent with the document attached hereto as Exhibit “A” and incorporated herein by reference.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this 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 3. Wherefore, this Resolution shall become effective upon its adoption by Council and signature of the Mayor or as otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

ADDENDUM TO CONCESSION LEASE AGREEMENT

This **ADDENDUM TO THE CONCESSION LEASE AGREEMENT** (“Addendum”) is made effective as of the 1st day of April, 2017, and is entered into between the City of Macedonia, Ohio, a chartered political subdivision of the State of Ohio (“City”), and Bizpro Golf Ltd. (formerly Windmill Lakes Corporation), an Ohio corporation or entity (“Concessionaire”) (collectively, the “Parties”). This Addendum amends the Concession Lease Agreement which began April 1, 2012 and continued for a 5-year initial term (“Concession Agreement”) and was previously entered into between the City and Concessionaire. This Addendum is entered so as to allow the Parties to revise certain terms of the Concession Lease Agreement as of the effective date for their mutual benefit.

Concessionaire has previously and timely provided notice of its intent to exercise the first of the original three additional 5-year renewal options prior to the expiration of the initial term pursuant to Article I and Article V of the Concession Agreement. As such the Concession Agreement’s current term extends from April 1, 2017 through March 31, 2022.

The Parties now desire to amend the Concession Agreement as follows:

Article I, “Term of Concession Agreement” to read as follows:

This Concession Agreement shall be for the lease by way of concession of approximately forty (40) acres in Longwood Park north of S.R. 82 in the City of Macedonia, County of Summit, State of Ohio, at the location and as described in the document attached hereto as Exhibit “A,” and more particularly described and depicted through cross-hatching in the document attached hereto as Exhibit “B” (the “Premises”) for the operation of a compact or executive public golf course and driving range (together with the building, structure and other improvements and any existing related personal property and equipment, if any) (the “Golf Facilities”).

The initial term of this Concession Agreement shall be five (5) years, commencing on the 1st day of April, 2012 (the “Commencement Date”) and 5 (five) additional 5-year options to be exercised by the Concessionaire with 120 days advanced notice to the City before the end of each 5-year term.

The other terms of this Concession Agreement, including but not limited to the City's remedies described in hereafter, shall remain the same, unless both parties mutually agree in writing to a change prior to the commencement of the renewal term.

Article IV, “Access Road and Parking Lot” to read as follows (rewrite):

Access Road

Concessionaire shall provide routine non-capital maintenance for the existing hard-surfaced access and entrance road to the clubhouse area from State Route 82, as reasonably determined to be necessary by the City Engineer. The City shall be responsible for one-

half the cost of any repairs to the access and entrance road. Concessionaire is not responsible for capital repairs or full replacement of the access road, and instead the same shall be performed at the sole discretion of the City and at the City's sole cost.

Parking Lot

Concessionaire shall maintain, at its sole cost, the existing hard-surfaced parking area for one hundred (100) cars, as reasonably determined necessary by the City Engineer. Concessionaire shall, at its sole cost, perform all snow plowing of the parking lot and City shall, at its sole cost, perform snow plowing of the access road. Concessionaire is not responsible for capital repairs or replacements of the parking area.

Article V, "Options to Renew" to read as follows:

Concessionaire is hereby granted an option for five (5) additional 5-year terms (with the potential additional terms beginning April 1 of 2022, 2027, 2032, and 2037, respectively). Each option term must be exercised by the Concessionaire within 120 days advance notice to the City prior to the expiration of the existing term. The terms of this Concession Agreement shall remain in effect during the option terms except that fees shall be adjusted as provided in Article VII.

Article VII, "Concession Fee/Rental" subsections "C." and "D." to read as follows:

C. Percentage Rent. In addition, commencing for profits in the calendar year 2017 Concessionaire shall pay the City a percentage rent (the "Percentage Concession Fee") of four and one-half percent (4.5%) of all the gross profit ("Gross Profits") over \$400,000 per calendar year during the term generated from operation of the Premises and Golf Facilities (including any sublease revenue, or rentals, merchandise sales, food and beverage sales). The Parties agree to meet in year 5 of the current term to discuss whether any increase to the percentage rent amount is mutually agreeable. The Percentage Concession Fee shall be payable as provided in Subsection G of this Section. Percentage Rent shall continue during each option term at 4.5% of Gross Profits over \$400,000 per calendar year. Percentage Rent shall be prorated for any partial calendar year at the end of the term of the Concession.

D. Base Rental and Percentage Rent During Option Terms. Base Rent for the Option Terms shall be as follows:

- First Option Term (April 1 2017- March 31, 2022) \$1,000/month
- Second Option Term (April 1, 2022-March 31, 2027) \$1,000/month
- Third Option Term (April 1, 2027-March 31, 2032) \$1,500 /month

Beginning April 1, 2028 and each April 1 thereafter during the term, the base rent shall increase by 1% over the prior lease year's base rent amount.

Article VII, "Concession Fee/Rental" subsection "F." to read as follows:

Such In lieu of Tax Payments shall be paid by the Concessionaire to the City in monthly installments divided equally over the months in the term in such year (e.g. 9 installments in 2012 and 12 installments in 2013 – 2016). The City agrees that the In Lieu of Tax Payment shall be reduced by approximately 50% during the First Option Term to \$17,220 per year. In the event Concessionaire shall exercise an option to extend the term beyond the First Option Term, then for 2022 and each year of the applicable extension the in Lieu of Tax Payments for the particular year shall be the amount of the In Lieu Tax Payment for the prior year plus 1%. For example, if the second option to extend were exercised, then in 2022 the In Lieu Tax Payment due would be \$17,392 (being the 2021 payment amount) plus 1% and so on.

The In Lieu of Tax Payments for any partial calendar year in the year this Concession Agreement expires (e.g. it has not been extended pursuant to an applicable option to extend) shall be prorated for the actual number of days elapsed prior to expiration.

The Parties agree and acknowledge that the remainder of the terms of the Concession Lease remain in full force and effect.

— **Remainder of page intentionally left blank** —

IN WITNESS WHEREOF, this Addendum to the Concession Agreement is executed by the City of Macedonia, Ohio, and Bizpro Golf Ltd., signing by and through their duly authorized representatives.

Signed and acknowledged in the presence of:

On behalf of the City of Macedonia

Mayor Nicholas Molnar
City of Macedonia, Ohio

Date

On behalf of Bizpro Golf Ltd.

By: _____
Name: _____
Title: _____

Approved as to legal form:

Mark V. Guidetti
Director of Law, City of Macedonia

STATE OF OHIO)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by Nicholas Molnar, the Mayor of the City of Macedonia, Ohio, a chartered political subdivision of the State of Ohio, on behalf of the same.

Notary Public

STATE OF OHIO)
)SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by _____, the _____ of Bizpro Golf Ltd., an Ohio limited liability company, on behalf of the same.

Notary Public

ORIGINATOR: ADMINISTRATION

SPONSOR: Tulley

**CITY OF MACEDONIA
ORDINANCE NO. 55 -2021**

**AN ORDINANCE
RATIFYING AN AGREEMENT TO PROVIDE
DISPATCH SERVICES TO SAGAMORE HILLS TOWNSHIP**

WHEREAS, Sagamore Hills Township desires to utilize Macedonia’s dispatch services and to reimburse the City for the same; and

WHEREAS, the City has the capability to provide such services.

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

Section 1. That the agreement between the City of Macedonia and Sagamore Hills Township for provision of dispatch services to the Township; as more fully described in Exhibit “A” attached hereto and incorporated herein by reference, is hereby ratified. The contract will begin _____, 20____ and will terminate December 31, 2036, or as otherwise provided for per the terms of the Agreement.

Section 2. That the Mayor is authorized to execute the Contract and 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 shall become effective upon its adoption by Council and signature by the Mayor or as may otherwise be provided for in law.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council

DISPATCH SERVICES AGREEMENT
BETWEEN THE CITY OF MACEDONIA AND SAGAMORE HILLS TOWNSHIP

This Agreement is made and entered into by and between the City of Macedonia, a municipal corporation in the County of Summit, State of Ohio (“City”), in accordance with Resolution No. __-2021 passed by City Council on _____, 2021, and the Township of Sagamore Hills, Ohio, a political subdivision in the County of Summit, State of Ohio (“Township”), in accordance with Resolution No. __-__, passed by the Township Trustees on _____, 2021. The City and Township are collectively referred to as the “Parties.”

WHEREAS, the City maintains a currently-functioning communications center that has full-time telephone answering and radio dispatching services; and

WHEREAS, the Township desires to enter into a contract for the use of the City’s telephone answering and radio dispatching services through the end of the 2036 calendar year and is willing to reimburse the City for those services, and to reimburse the City for the cost of adding/expanding certain hardware and/or software to enable the City to provide such services to the Township; and

WHEREAS, the City is willing to make such additions/expansions and provide such services, and accept the amount set forth herein as compensation.

NOW, THEREFORE, the Parties agree, as follows:

1. SCOPE OF SERVICES TO BE PROVIDED BY CITY OF MACEDONIA.

The City will furnish twenty-four (24) hour a day telephone answering and radio dispatching services to the Township with the basic service to be as follows:

- a. Answer all emergency and non-emergency police and fire telephone lines to the Township and relay such messages; and
- b. Provide computer information in accordance with the Rules and Regulations set forth by LEADS/NCIC; and
- c. Enter any and all regular, LEADS and NCIC-based warrants, stolen vehicles and articles, missing persons, etc. into the computer.

The City will furnish services in accordance with the City’s own manual for operation of its system, including providing the Township copies of all teletypes regarding missing/wanted persons, B.O.L.O.S., theft, returned property, schools, etc.

To furnish such services, the City will add or expand certain hardware and/or software, including but not limited to the addition of police and fire radio frequencies, phone line(s), and equipment recording capability used to provide telephone answering and radio dispatching services, and the Township acknowledges and agrees it will pay the full cost of such addition/expansion, including the cost of any related equipment, software, installation, labor, and programming, as set forth in Section 3 below.

The provision of dispatch services to the Township under this Agreement may require the hiring of additional support personnel.

2. RESPONSIBILITY OF THE TOWNSHIP OF SAGAMORE HILLS.

Immediately upon execution of this Agreement, the Township's Fiscal Officer shall certify to the City that the Township currently has the funds available and appropriated to cover the costs of the first year of this Agreement, and the Township Fiscal Officer shall provide such certification to the City at the beginning of each fiscal year thereafter.

The Township will submit all warrants on the proper forms and will ensure their correctness.

The Township shall provide the City with a current map of the Township and shall be responsible for keeping the map current.

The Township agrees to abide by the City's Dispatch Manual, Dispatch Policy and all reasonable policies and procedures.

The Township agrees that only necessary requests will be made for Dispatch to make telephone calls; all other telephone calls shall be made by the officers or available parties. No non-work related, frivolous, or personal requests for calls shall be made.

The Township agrees that in the event the Township expands its police coverage into an adjoining community, an addendum or rider shall be attached to this Agreement to cover the additional dispatch services being rendered.

The Township agrees that in the event there is a noticeable increase in call volume, an addendum may be added to this contract to cover that additional burden.

3. PAYMENT FOR DISPATCH SERVICES.

For the City's provision of these basic dispatch services to the Township seven (7) days per week, 24-hours per day, the Township shall pay the City as follows (1.03 = 3% increase):

YEAR	Prior Year x Annual Increase	Total Due	Quarterly Payments
2021	\$84,868 x 1.03 =	\$87,416	\$21,854
2022	\$87,416 x 1.03 =	\$90,040	\$22,510
2023	\$90,040 x 1.03 =	\$92,740	\$23,185
2024	\$92,740 x 1.03 =	\$95,520	\$23,880
2025	\$95,520 x 1.03 =	\$98,384	\$24,596
2026	\$98,384 x 1.03 =	\$101,335	\$25,334
2027	\$101,335 x 1.03 =	\$104,375	\$26,094
2028	\$104,375 x 1.03 =	\$107,506	\$26,877
2029	\$107,506 x 1.03 =	\$110,732	\$27,683
2030	\$110,732 x 1.03 =	\$114,054	\$28,513
2031	\$TBD	TBD	TBD
2032	\$TBD	TBD	TBD
2033	\$TBD	TBD	TBD
2034	\$TBD	TBD	TBD
2035	\$TBD	TBD	TBD
2036	\$TBD	TBD	TBD

For all calendar years, four equal installments as set above are due and payable to the City on or before January 31, April 30, July 31, and October 31 of the year services are being provided. The Parties agree to meet in the 9th (2029) year of this Agreement to discuss and finalize the amount to be paid by the Township to the City for providing the dispatch services contemplated by this Agreement for years 10 through 16 (2031 through 2036).

4. ANNUAL SUPPORT & MAINTENANCE

For the City’s provision of dispatch services, there exist annual support and maintenance agreements as set forth on the document attached as Exhibit A and incorporated herein by reference, for which the Township shall pay the City as follows:

YEAR		Due Date	Annual Payment
2021		1/31/2021	\$301

2022		1/31/2022	\$2,341
2023		1/31/2023	\$2,341
2024		1/31/2024	\$2,341
2025		1/31/2025	\$2,341
2026		1/31/2026	TBD
2027		1/31/2027	TBD
2028		1/31/2028	TBD
2029		1/31/2029	TBD
2030		1/31/2030	TBD
2031		1/31/2031	TBD
2032		1/31/2032	TBD
2033		1/31/2033	TBD
2034		1/31/2034	TBD
2035		1/31/2035	TBD
2036		1/31/2036	TBD

The Parties agree to meet in the 4th (2024) year of this Agreement to discuss and finalize the amount to be paid by the Township to the City for annual support and maintenance payment for years 6 through 16 (2026 through 2036), which shall take into consideration any new equipment acquisition, upgrades, call volume, and associated maintenance agreements.

5. WAIVER

The Township hereby expressly waives any right, claim, demand or cause of action it may now have, and have in the future against the City and/or any of its officers, employees, or agents, which arises, or may arise, from the performance of this contract by the City, its officers, employees, or agents. Furthermore, the Township shall indemnify and hold the City harmless from any such claim by any non-resident or resident of the Township, or any of its officers, employees, or agents or any third party that results from any act or omission of the Township or any of its officers, officials or employees.

6. TERMINATION

Either side may terminate this agreement with 90 days written notice. In the event the Township is more than thirty (30) days late with any installment payment, the City may, at its discretion, terminate this Agreement if payment is not made by the Township within fourteen (14) days of the Township’s receipt of a written notice of non-payment from the City. The City may also terminate the Agreement with thirty (30) days written notice in the event the Township has three or more Dispatch Policy violations within any calendar year.

IN WITNESS WHEREOF, the Parties hereto have caused their names to be subscribed on this Agreement by their duly authorized officers on duplicate copies of this Agreement, each of which shall be deemed an original, this _____ day of _____, 2021.

Approved as to Form:

On behalf of the City of Macedonia:

Mark V. Guidetti, Director of Law
City of Macedonia, Ohio

Nicholas Molnar, Mayor
City of Macedonia, Ohio

Approved as to Form:

On behalf of Sagamore Hills Township:

Jeffrey Snell, Township Attorney
Sagamore Hills Township

John Zaccardelli, Trustee
Sagamore Hills Township

Paul Schweikert, Trustee
Sagamore Hills Township

David W. DePasquale, Trustee
Sagamore Hills Township

ORIGINATOR: ADMINISTRATION

SPONSOR: VENTURA

**CITY OF MACEDONIA, OHIO
ORDINANCE NO. 56 -2021**

AN ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE WHICH DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A PEAK NANO MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43; AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 authorize this Council to describe public improvements to be made which will directly benefit parcels of real property, to declare Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcels to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of years, and to provide for the making of service payments in lieu of taxes by the owner of such parcels and to establish a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, to improve the flow of traffic in and around the parcels described in the attached **Exhibit A**, as such parcels may be consolidated or split (the “Property”), this Council may cause construction of the public improvements described in the attached **Exhibit B** (collectively, the “Public Improvements”), that once made will directly benefit the Property and the City and its residents; and

WHEREAS, the City has determined that it is necessary and appropriate and in the City’s best interest to provide for service payments in lieu of taxes with respect to the Property pursuant to Ohio Revised Code Section 5709.42 (the “Service Payments”) to pay the costs of the Public Improvements; and

WHEREAS, the Property is located within the boundaries of the Nordonia Hills City School District and within the service area of the Cuyahoga Valley Career Center (together, the “School Districts”), and the School Districts have been notified of the City’s intent to pass this Ordinance in accordance with Ohio Revised Code Sections 5709.40(D) and 5709.83, as applicable to each; and

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

Section 1. The Public Improvements described in the attached **Exhibit B**, if made or caused to be made by the City, are designated as those Public Improvements that directly benefit, or that once made will directly benefit, the Property, and are determined to be necessary for the public health, safety and welfare of the City and its residents.

Section 2. Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.40, and, in particular, Section 5709.40(B), this Council finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real property

after the effective date of this Ordinance (which increase in assessed value is referred to in this Ordinance as the “Improvement” or “Improvements” as defined in Ohio Revised Code Section 5709.40) is a public purpose, and 100% of that Improvement is declared to be a public purpose for a period of 30 years and exempt from taxation commencing with the tax year following the year in which this Ordinance is passed and ending on the earlier of (a) the date the Improvements have been exempted from taxation for a period of 30 years or (b) the date on which the City has collected into the Fund established in Section 4 hereof a total amount of Service Payments available for and sufficient to pay the costs provided in Section 4 hereof; provided, however, that Service Payments shall be paid to the Nordonia Hills City School District and the Cuyahoga Valley Career Center in the amount of the taxes that would have been payable to the Nordonia Hills City School District and the Cuyahoga Valley Career Center, as applicable, if the Improvements had not been exempted from taxation.

Section 3. As provided in Ohio Revised Code Section 5709.42, the owner or owners of the Improvements are required to, and shall make, annual Service Payments to the County Fiscal Officer on or before the final dates for payment of real property taxes due and payable with respect to the Improvements. In accordance with Ohio Revised Code Section 5709.42, the County Fiscal Officer is requested to distribute a portion of the Service Payments directly to the Nordonia Hills City School District and to the Cuyahoga Valley Career Center in the amounts equal to the real property tax payments that the two School Districts would have received, respectively, had the Improvements not been exempted from real property taxation pursuant to this Ordinance. The Service Payments, when distributed to the City by the County Fiscal Officer, shall be deposited in the **Peak Nano** Tax Increment Equivalent Fund established in Section 4 hereof. This Council authorizes the Mayor, Finance Director and City Law Director, and other appropriate officers of the City, to provide such information and certifications and to execute and deliver or accept delivery of such instruments as are necessary and incidental to collection of those Service Payments, and to make such arrangements as are necessary and proper for payment of those Service Payments.

Section 4. This Council establishes pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.43, the **Peak Nano** Tax Increment Equivalent Fund (the “Fund”), into which shall be deposited all of the Service Payments distributed to the City with respect to the Improvements, by or on behalf of the County Fiscal Officer as provided in Ohio Revised Code Section 5709.42, and provides that all of the moneys deposited in the Fund shall be used for any or all of the following purposes:

- (a) to pay any or all acquisition, construction, installation or financing costs, and any or all other direct and indirect costs of the Public Improvements, including those costs set forth in Ohio Revised Code Section 133.15(B);
- (b) to pay the interest on, principal of, and any premium on bonds or notes or other obligations, including refunding bonds or notes or other obligations issued by the City or other authorized entity, to finance costs of the Public Improvements until such notes or bonds or other obligations are paid in full;
- (c) to reimburse the City for any funds used by the City to pay costs of the Public Improvements; or
- (d) to pay, or to apply or transfer funds toward the payment of interest, principal or premium on any of the aforesaid notes, bonds, loans or other obligations prior to receipt of Service Payments.

The Fund shall remain in existence so long as Service Payments are collected and used for the aforesaid purposes, after which time the Fund shall be dissolved in accordance with Ohio Revised Code Section 5709.43.

Section 5. Pursuant to Ohio Revised Code Section 5709.40, the Clerk of Council is directed to deliver a copy of this Ordinance to the Director of Development of the State of Ohio within 15 days after its passage. On or before March 31st of each year that the exemption set forth in Section 3 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of Development of the State of Ohio the status report required under Ohio Revised Code Section 5709.40.

Section 6. This Council determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this 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, including Ohio Revised Code Section 121.22.

Section 7. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the City, and for the further reason that this Ordinance is required to be immediately effective to provide funding for the Public Improvements so that such Public Improvements can be constructed, thereby providing immediately necessary public road improvements; wherefore, this Ordinance shall take effect immediately upon its passage and approval by the Mayor.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____

Nicholas Molnar

ATTEST: _____

Jon Hoover, Clerk of Council

EXHIBIT A

City of Macedonia
Peak Nano TIF Parcels

Parcel No. 3311102

ArcGIS Web Map



*Peak Nano TIF
PPN 3311102*

7/21/2021, 4:09:31 PM

Parcels

Road Labels

Summit County Municipal Outlines

Web AppBuild
Disclaimer: Users of this map accept all risk, not intended to serve as a professional

EXHIBIT B

PEAK NANO TIF

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

1. Roll & Hold Parkway Replacement, Rebuilding and Resurfacing. from northern to southern terminus, including the intersection at E. Highland Road will be resurfaced, replaced, upgraded or rebuilt, including providing new and additional lanes where needed including the necessity of purchasing property for public use. Existing utilities including storm and sanitary sewers will be relocated or expanded and street lighting, streetscaping, landscaping, new traffic signalization and all other necessary appurtenances to said road replacement, resurfacing and rebuilding will be installed. Improvements may include bicycle paths and walking paths.
2. Valley View Road, Rebuilding and Resurfacing. from northern to southern terminus will be resurfaced, replaced, upgraded or rebuilt, including providing new and additional lanes where needed including the necessity of purchasing property for public use. Existing utilities including storm and sanitary sewers will be relocated or expanded and street lighting, streetscaping, landscaping, new traffic signalization and all other necessary appurtenances to said road replacement, resurfacing and rebuilding will be installed. Improvements may include bicycle paths and walking paths.
3. E. Highland Road, Rebuilding and Resurfacing. from western to eastern terminus will be resurfaced, replaced, upgraded or rebuilt, including providing new and additional lanes where needed including the necessity of purchasing property for public use. Existing utilities including storm and sanitary sewers will be relocated or expanded and street lighting, streetscaping, landscaping, new traffic signalization and all other necessary appurtenances to said road replacement, resurfacing and rebuilding will be installed. Improvements may include bicycle paths and walking paths.
4. Route 82 Replacement, Rebuilding and Resurfacing. from western to eastern terminus will be resurfaced, replaced, upgraded or rebuilt, including providing new and additional lanes where needed including the necessity of purchasing property for public use. Existing utilities including storm and sanitary sewers will be relocated or expanded and street lighting, streetscaping, landscaping, new traffic signalization and all other necessary appurtenances to said road replacement, resurfacing and rebuilding will be installed. The Public Infrastructure Improvement may include bicycle paths and walking paths.
5. Route 8 Replacement, Rebuilding and Resurfacing. from northern to southern terminus will be resurfaced, replaced, upgraded or rebuilt, including providing new and additional lanes where needed including the necessity of purchasing property for public use. Existing utilities including storm and sanitary sewers will be relocated or expanded and street lighting, streetscaping, landscaping, new traffic signalization and all other necessary appurtenances to said road replacement, resurfacing and rebuilding will be installed. The Public Infrastructure Improvement may include bicycle paths and walking paths.

ORIGINATOR: ADMINISTRATION

SPONSOR: FINLEY

**CITY OF MACEDONIA, OHIO
ORDINANCE NO. 57 -2021**

AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE WHICH DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING AN OHIO STATE WATERPROOFING MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43; AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 authorize this Council to describe public improvements to be made which will directly benefit parcels of real property, to declare Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcels to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of years, and to provide for the making of service payments in lieu of taxes by the owner of such parcels and to establish a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, to improve the flow of traffic in and around the parcels described in the attached **Exhibit A**, as such parcels may be consolidated or split (the “Property”), this Council may cause construction of the public improvements described in the attached **Exhibit B** (collectively, the “Public Improvements”), that once made will directly benefit the Property and the City and its residents; and

WHEREAS, the City has determined that it is necessary and appropriate and in the City’s best interest to provide for service payments in lieu of taxes with respect to the Property pursuant to Ohio Revised Code Section 5709.42 (the “Service Payments”) to pay the costs of the Public Improvements; and

WHEREAS, the Property is located within the boundaries of the Nordonia Hills City School District and within the service area of the Cuyahoga Valley Career Center (together, the “School Districts”), and the School Districts have been notified of the City’s intent to pass this Ordinance in accordance with Ohio Revised Code Sections 5709.40(D) and 5709.83, as applicable to each; and

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

Section 1. The Public Improvements described in the attached **Exhibit B**, if made or caused to be made by the City, are designated as those Public Improvements that directly benefit, or that once made will directly benefit, the Property, and are determined to be necessary for the public health, safety and welfare of the City and its residents.

Section 2. Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.40, and, in particular, Section 5709.40(B), this Council finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is referred to in this Ordinance

as the “Improvement” or “Improvements” as defined in Ohio Revised Code Section 5709.40) is a public purpose, and 100% of that Improvement is declared to be a public purpose for a period of 30 years and exempt from taxation commencing with the tax year following the year in which this Ordinance is passed and ending on the earlier of (a) the date the Improvements have been exempted from taxation for a period of 30 years or (b) the date on which the City has collected into the Fund established in Section 4 hereof a total amount of Service Payments available for and sufficient to pay the costs provided in Section 4 hereof; provided, however, that Service Payments shall be paid to the Nordonia Hills City School District and the Cuyahoga Valley Career Center in the amount of the taxes that would have been payable to the Nordonia Hills City School District and the Cuyahoga Valley Career Center, as applicable, if the Improvements had not been exempted from taxation.

Section 3. As provided in Ohio Revised Code Section 5709.42, the owner or owners of the Improvements are required to, and shall make, annual Service Payments to the County Fiscal Officer on or before the final dates for payment of real property taxes due and payable with respect to the Improvements. In accordance with Ohio Revised Code Section 5709.42, the County Fiscal Officer is requested to distribute a portion of the Service Payments directly to the Nordonia Hills City School District and to the Cuyahoga Valley Career Center in the amounts equal to the real property tax payments that the two School Districts would have received, respectively, had the Improvements not been exempted from real property taxation pursuant to this Ordinance. The Service Payments, when distributed to the City by the County Fiscal Officer, shall be deposited in the **Ohio State Waterproofing** Tax Increment Equivalent Fund established in Section 4 hereof. This Council authorizes the Mayor, Finance Director and City Law Director, and other appropriate officers of the City, to provide such information and certifications and to execute and deliver or accept delivery of such instruments as are necessary and incidental to collection of those Service Payments, and to make such arrangements as are necessary and proper for payment of those Service Payments.

Section 4. This Council establishes pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.43, the **Ohio State Waterproofing** Tax Increment Equivalent Fund (the “Fund”), into which shall be deposited all of the Service Payments distributed to the City with respect to the Improvements, by or on behalf of the County Fiscal Officer as provided in Ohio Revised Code Section 5709.42, and provides that all of the moneys deposited in the Fund shall be used for any or all of the following purposes:

- (a) to pay any or all acquisition, construction, installation or financing costs, and any or all other direct and indirect costs of the Public Improvements, including those costs set forth in Ohio Revised Code Section 133.15(B);
- (b) to pay the interest on, principal of, and any premium on bonds or notes or other obligations, including refunding bonds or notes or other obligations issued by the City or other authorized entity, to finance costs of the Public Improvements until such notes or bonds or other obligations are paid in full;
- (c) to reimburse the City for any funds used by the City to pay costs of the Public Improvements; or
- (d) to pay, or to apply or transfer funds toward the payment of interest, principal or premium on any of the aforesaid notes, bonds, loans or other obligations prior to receipt of Service Payments.

The Fund shall remain in existence so long as Service Payments are collected and used for the aforesaid purposes, after which time the Fund shall be dissolved in accordance with Ohio Revised Code Section 5709.43.

Section 5. Pursuant to Ohio Revised Code Section 5709.40, the Clerk of Council is directed to deliver a copy of this Ordinance to the Director of Development of the State of Ohio within 15 days after its passage. On or before March 31st of each year that the exemption set forth in Section 3 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of Development of the State of Ohio the status report required under Ohio Revised Code Section 5709.40.

Section 6. This Council determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were passed in an open meeting of this Council, and that all deliberations of this 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, including Ohio Revised Code Section 121.22.

Section 7. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the City, and for the further reason that this Ordinance is required to be immediately effective to provide funding for the Public Improvements so that such Public Improvements can be constructed, thereby providing immediately necessary public road improvements; wherefore, this Ordinance shall take effect immediately upon its passage and approval by the Mayor.

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____

Nicholas Molnar

ATTEST: _____

Jon Hoover, Clerk of Council

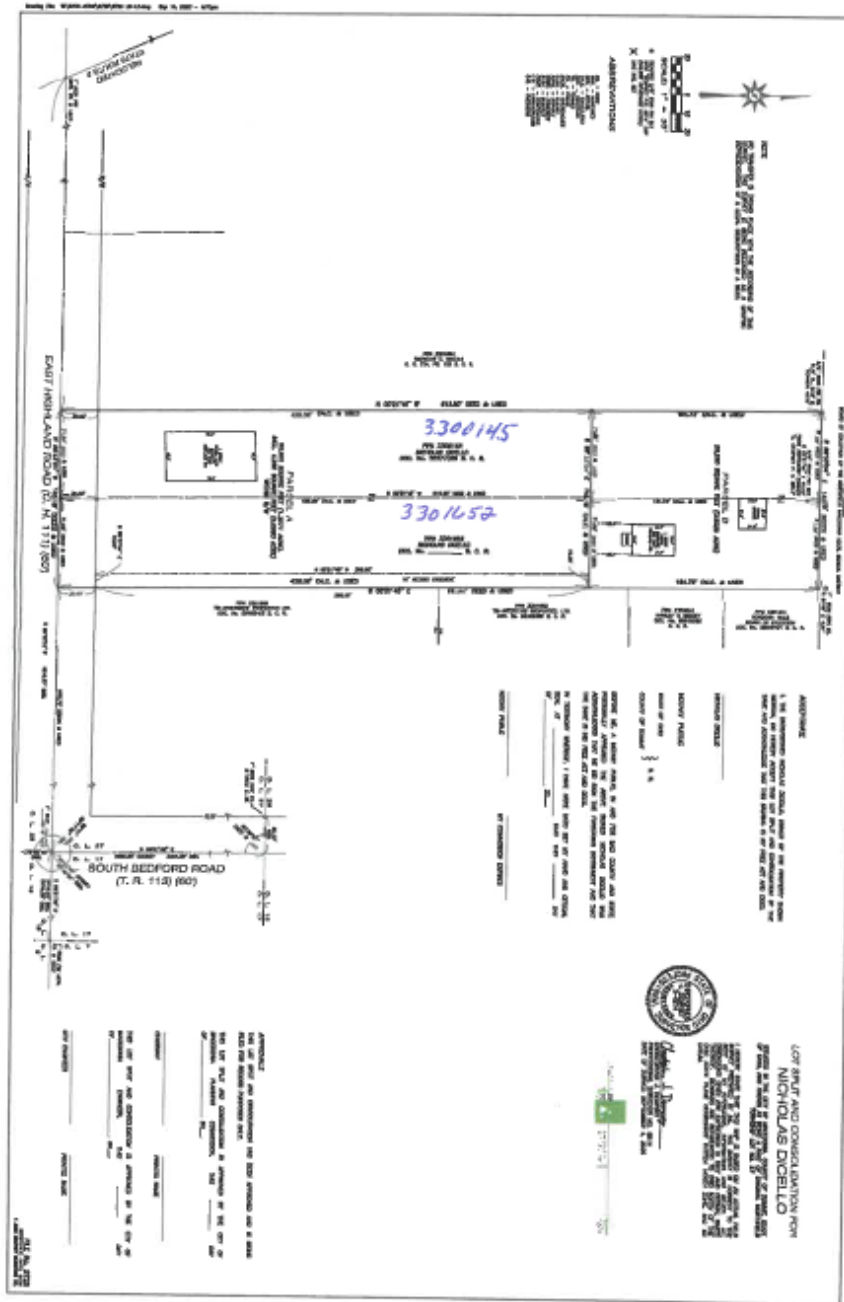
EXHIBIT A

PROPERTY

City of Macedonia
Ohio State Waterproofing TIF Parcels

Parcel No. 33-00145

Parcel No. 33-01652





DEMPSEY SURVEYING / COMPANY
 216 / 287 / 130 72815 CENTROT AVENUE
 714 / 371 / 131 425 VILLANOVA CH 111 285

FILE No. 9728
 REFERENCE 9870, 9838
 © 2000 DEMPSEY SURVEYING CO.

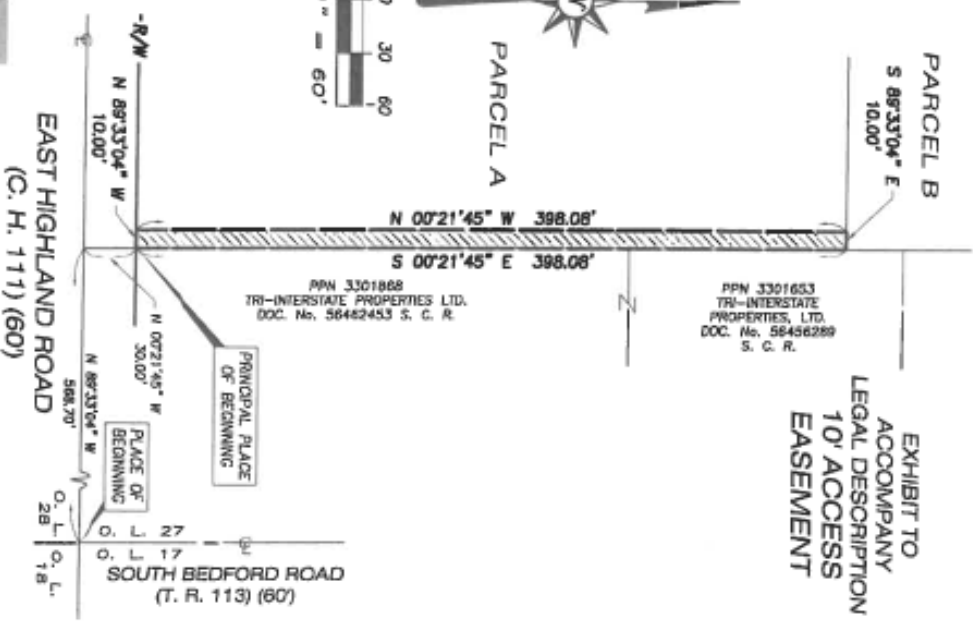
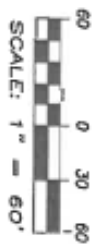




EXHIBIT B

OHIO STATE WATERPROOFING TIF

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

1. Roll & Hold Parkway Replacement, Rebuilding and Resurfacing. from northern to southern terminus, including the intersection at E. Highland Road will be resurfaced, replaced, upgraded or rebuilt, including providing new and additional lanes where needed including the necessity of purchasing property for public use. Existing utilities including storm and sanitary sewers will be relocated or expanded and street lighting, streetscaping, landscaping, new traffic signalization and all other necessary appurtenances to said road replacement, resurfacing and rebuilding will be installed. Improvements may include bicycle paths and walking paths.
2. Valley View Road, Rebuilding and Resurfacing. from northern to southern terminus will be resurfaced, replaced, upgraded or rebuilt, including providing new and additional lanes where needed including the necessity of purchasing property for public use. Existing utilities including storm and sanitary sewers will be relocated or expanded and street lighting, streetscaping, landscaping, new traffic signalization and all other necessary appurtenances to said road replacement, resurfacing and rebuilding will be installed. Improvements may include bicycle paths and walking paths.
3. E. Highland Road, Rebuilding and Resurfacing. from western to eastern terminus will be resurfaced, replaced, upgraded or rebuilt, including providing new and additional lanes where needed including the necessity of purchasing property for public use. Existing utilities including storm and sanitary sewers will be relocated or expanded and street lighting, streetscaping, landscaping, new traffic signalization and all other necessary appurtenances to said road replacement, resurfacing and rebuilding will be installed. Improvements may include bicycle paths and walking paths.
4. Route 82 Replacement, Rebuilding and Resurfacing. Route 82 from western to eastern terminus will be resurfaced, replaced, upgraded or rebuilt, including providing new and additional lanes where needed including the necessity of purchasing property for public use. Existing utilities including storm and sanitary sewers will be relocated or expanded and street lighting, streetscaping, landscaping, new traffic signalization and all other necessary appurtenances to said road replacement, resurfacing and rebuilding will be installed. The Public Infrastructure Improvement may include bicycle paths and walking paths.
5. Route 8 Replacement, Rebuilding and Resurfacing. Route 8 from northern to southern terminus will be resurfaced, replaced, upgraded or rebuilt, including providing new and additional lanes where needed including the necessity of purchasing property for public use. Existing utilities including storm and sanitary sewers will be relocated or expanded and street lighting, streetscaping, landscaping, new traffic signalization and all other necessary appurtenances to said road replacement, resurfacing and rebuilding will be installed. The Public Infrastructure Improvement may include bicycle paths and walking paths.