



December 7, 2021

TO: Council Members  
Mayor Molnar  
Directors  
Staff  
Media

From: Clerk of Council

RE: **AGENDA – Work Session & Regular Meeting: Thursday, December 9, 2021**  
**“Council Office Hours” with Councilor Brandt: 6:15pm**  
**Work Session: 6:45pm**  
**Council Meeting: 7:30pm**

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**I. ROLL CALL**

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

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

Thursday, November 11, 2021 – Regular Council Meeting

**IV. PUBLIC COMMENTS**

**V. CORRESPONDENCE**

**VI. PENDING &/OR NEW LEGISLATION**

**ORD.NO. 67 - 2021 [J. Garvas, J. Tulley]**

AN ORDINANCE PROVIDING FOR THE 2022 ANNUAL APPROPRIATIONS FOR THE CITY OF MACEDONIA, OHIO

1<sup>st</sup> Read 10-28-2021  
2<sup>nd</sup> Read 11-11-2021  
3<sup>rd</sup> Read

**RES.NO. 70 - 2021 [J. Tulley, J. Brandt]**

AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO TAKE ALL NECESSARY ACTION TO ACCEPT AND ENTER INTO THE “ONE OHIO SUBDIVISION SETTLEMENT” WITH JANSSEN/JOHNSON & JOHNSON PURSUANT TO THE

“ONEOHIO MEMORANDUM OF UNDERSTANDING” AND CONSISTENT WITH THE MATERIAL TERMS OF THE JULY 21, 2021 PROPOSED NATIONAL OPIOID SETTLEMENT AGREEMENT

**RES.NO. 71 - 2021 [J. Brandt, J. Garvas]**

A RESOLUTION ACKNOWLEDGING RECEIPT OF THE CURRENT FEE SCHEDULE FOR THE CITY OF MACEDONIA RECREATION CENTER

**RES.NO. 72 - 2021 [J. Brandt, V. Ventura]**

A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE MAYOR OF BARBARA LUCZYWO TO THE PARKS AND RECREATION COMMISSION

**RES.NO. 73 - 2021 [J. Brandt, V. Ventura]**

A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE MAYOR OF STACI SZUGYE TO THE PARKS AND RECREATION COMMISSION

**RES.NO. 74 - 2021 [J. Brandt, J. Tulley]**

A RESOLUTION AMENDING RESOLUTION NO. 128-2018 RELATIVE TO THE APPOINTMENT OF KAREN BARTOLOZZI TO THE PARKS AND RECREATION COMMISSION

**RES.NO. 75 - 2021 [J. Tulley, J. Garvas]**

A RESOLUTION CONFIRMING THE REAPPOINTMENT BY THE MAYOR OF KENT SHELLKO TO THE BOARD OF ZONING AND BUILDING CODE APPEALS

**RES.NO. 76 - 2021 [V. Ventura, J. Brandt]**

A RESOLUTION CONFIRMING THE APPOINTMENT OF SHANE BARKER TO THE CITY OF MACEDONIA CIVIL SERVICE COMMISSION

**RES.NO. 77 - 2021 [J. Tulley, J. Garvas]**

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AGREEMENT TO PROVIDE DISPATCH SERVICES TO THE VILLAGE OF NORTHFIELD

**ORD.NO. 78 - 2021 [J. Garvas, V. Ventura]**

AN ORDINANCE APPROVING USE OF THE CITY OF MACEDONIA PLANNED CAPITAL PURCHASE PROGRAM FOR CERTAIN PLANNED CAPITAL PURCHASES

**ORD.NO. 79 - 2021 [J. Garvas, J. Brandt]**

AN ORDINANCE AMENDING ORDINANCE NO. 74-2020 RELATIVE TO CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF MACEDONIA FOR THE PERIOD OF JANUARY 1, 2021 TO DECEMBER 31, 2021

**ORD.NO. 80 - 2021 [V. Ventura, J. Garvas]**

AN ORDINANCE AMENDING SECTION 1365.08(c) OF THE CITY OF MACEDONIA CODIFIED ORDINANCES RELATIVE TO THE REGULATION OF MOTOR VEHICLES IN THE MAINTENANCE STANDARDS PORTION OF THE BUILDING CODE

**ORD.NO. 81 - 2021 [J. Brandt, V. Ventura]**

AN ORDINANCE AUTHORIZING THE MAYOR, BUILDING COMMISSIONER, SERVICE DIRECTOR, AND FINANCE DIRECTOR TO ESTABLISH PROCEDURES FOR AND ENGAGE IN THE PROCESS OF LETTING ONE OR MORE CONTRACTS WITH ONE OR MORE QUALIFIED ENTITIES FOR DESIGN AND CONSTRUCTION OF A SERVICE BUILDING AS SET FORTH WITHIN THE OHIO REVISED CODE RELATED TO DESIGN-BUILD CONTRACTING FOR THE PURPOSES OF THE CONSTRUCTION OF A NEW SERVICE BUILDING AND SALT DOME, AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH BIALOSKI CLEVELAND TO ASSIST THE CITY AS ITS CRITERIA ARCHITECT TO ACCOMPLISH THE SAME

**VII. MOTIONS/OTHER LEGISLATIVE ACTION**

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**VIII. MAYOR'S REPORT**

**IX. COMMITTEE REPORTS**

**X. DEPARTMENT REPORTS**

Service Department:	Interim Director Steve Dzurnak
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
IT Department:	Director Kyle Collins
Law Department:	Director Mark Guidetti

**XI. UNFINISHED BUSINESS**

**XII. NEW BUSINESS**

**XIII. ADJOURNMENT [V. VENTURA, J. GARVAS]**

# December

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

**\*Public Comment for those not able to attend in-person at the December 9th Council Meeting should be sent to Clerk of Council Jon Hoover at [jhoover@macedonia.oh.us](mailto:jhoover@macedonia.oh.us) . Public comment must be received no later than the close of business on December 8<sup>th</sup>, 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](http://www.macedonia.oh.us)

# December

# 2021

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5 Tree Lighting Ceremony at City Hall	6	7 Mayor's Court	8	9 City Council Work Session City Council Meeting	10	11
12	13	14 Mayor's Court	15 Board of Zoning Appeals	16	17	18
19	20 Planning Commission	21 Mayor's Court	22	23 City Council Work Session - CANCELLED City Council Meeting - CANCELLED	24 Christmas Eve	25 Christmas Day
26	27	28 Mayor's Court	29	30	31 New Year's Eve	

Record of Proceedings  
Regular Council Meeting  
November 11th, 2021

1 Presiding Officer, Mayor Nicholas Molnar called the November 11th, 2021 regular meeting to order at  
2 7:30p.m..  
3

4 **Present:** Council members Jessica Brandt, Dave Finley, Jeff Garvas, Jan Tulley, and Vini J.  
5 Ventura. Also present: Law Director Mark Guidetti and Clerk of Council Jon Hoover.  
6

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

10 **APPROVAL OF MINUTES**  
11

12 Mr. Ventura moved, second by Ms. Brandt, to approve the minutes of the regular meeting of October 28,  
13 2021 as received from the Clerk of Council. The motion carried unanimously upon a voice vote.  
14  
15

16 **PUBLIC COMMENTS:**  
17

18 ~ **Lawrence Marek, 467 Mapleview Road**, noted that he appreciated the quick response to water issues  
19 experienced on Mapleview and Indian Run Roads with the work to fix the issues having started. He and  
20 others in the neighborhood are looking forward to continued improvements.  
21  
22

23 **CORRESPONDENCE:**  
24

25 A "Thank You" card was received from Ken & Judy Wright (9526 Ledge Acres Rd.) wherein they  
26 thanked the Fire & Police Department personnel for the support during a trying time and transporting Ken  
27 to the hospital. Personnel attending were Cpt. Dave Chesnik, FF/Medics Ed Manney and Dennis Basch,  
28 FF/EMT Mike Rego and Officer Chris Neal.  
29

30 The Fire Department were sent a gift of Malley's chocolates from Debra Hazen (20550 Tracy Ave.,  
31 Euclid, OH) with a note thanking personnel (Cpt. Brian Miller, FF/Medics Tyler Hill and Jeff Tylicki) for  
32 quickly attending to her while on Valley View Road.  
33

34 **INTRODUCTION, READINGS & ADOPTION OF LEGISLATION**  
35

36 **ORDINANCE NO. 67-2021**

37 AN ORDINANCE PROVIDING FOR THE 2022 ANNUAL APPROPRIATIONS FOR THE CITY OF  
38 MACEDONIA, OHIO was offered by Mr. Garvas for **second reading by title only**. Seconded by Mr.  
39 Finley.  
40  
41

42 **ORDINANCE NO. 69-2021**

43 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE  
44 OHIO GOVERNMENT BENEFIT COOPERATIVE TO PROVIDE HEALTH INSURANCE  
45 COVERAGE FOR ELIGIBLE CITY OF MACEDONIA EMPLOYEES was offered by Ms. Tulley for  
46 **first, second and third reading by title only**. Seconded by Mr. Garvas. The motion carried unanimously  
47 by a voice vote.

48 Dir. Smith explained this is the 2022 renewal of medical benefits and changing carriers for both dental  
49 and vision coverage. Initial figures came in very high, but the City was able to negotiate for a more  
50 reasonable rate and continue providing coverage for eligible City employees.

Record of Proceedings  
Regular Council Meeting  
November 11th, 2021

51  
52 Ms. Brandt thanked Dir. Smith for her work on this and keeping the health and safety of the staff in mind  
53 while doing the best with the residents' tax dollars.  
54

55 Ms. Tulley moved, second by Mr. Garvas, to **adopt ORD.NO. 69-2021 and post the same according to**  
56 **law.** Motion carried unanimously by a voice vote. **ORD.NO. 69-2021 declared and adopted.**  
57

58  
59 **MOTIONS / OTHER LEGISLATIVE ACTION**  
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61 None  
62

63 **MAYOR'S REPORT**  
64

- 65 - October revenue from Mayor's Court was \$16,110.
- 66 - A sergeant in the Police Department has tendered his resignation.
- 67 - The new Service Building is moving forward, with the criteria architect having been chosen.  
68 There are still many steps to take in the process. Discussion was had on what equipment the City  
69 has and where to store it.
- 70 - Leaves in the street are an ongoing issue. Leaves can not go in the street—only the treelawn.  
71 Those that continue leaving in the street will hear from the Building Department and potentially  
72 be fined if not removed within five days. Three crews are currently picking up leaves.
- 73 - At Tuesday's Rotary Club meeting, Nordon High School librarian Angela Wojtecki brought a  
74 student by the name of Olivia Carpenter with her. Ms. Carpenter created a program where people  
75 can donate clothes to less fortunate students. The Mayor commended Ms. Carpenter for this idea,  
76 and shared how those that want to donate can do so: contact Ms. Wojtecki at the high school  
77 either by e-mail ([angela.wojtecki@nordoniaschools.org](mailto:angela.wojtecki@nordoniaschools.org)) or (330) 908-6030.
- 78 - Nordon High School's band is going to a national competition in Indianapolis and wishes them  
79 well.
- 80 - Nordon High School's football team is in the third round of the playoffs against Hoban and  
81 wishes them luck
- 82 - Happy Veteran's Day! Work to install bathrooms at Veterans Park will begin, probably in mid-  
83 December
- 84 - Please don't drive distracted! Put the phones down and drive the vehicle.  
85

86 **COMMITTEE REPORTS**  
87

88 **Parks & Recreation Commission** Ms. Brandt stated the Parks & Recreation Commission will have their  
89 final meeting of the year on Wednesday, November 17 at 6pm in the activity room of the Recreation  
90 Center. The Commission will start back up in January.  
91

92 **Cemetery Board** Ms. Tulley reported the painting of the fences around the cemetery is complete.  
93 Working on finding funding for the roads as it doesn't fit state funding. Work is being done on the main  
94 building as well as the employee garage. Thanks to administrator Jeff Snell for persisting in getting the  
95 fences painted, as well as dealing with several other issues that come up.  
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**DEPARTMENT REPORTS**

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**Service Department:** Director Karas – Happy Veterans Day, and Happy Birthday to the Marine Corps, who had their birthday Wednesday (11/10). Leaf collection is on the second round, except for the main roads of the City, which are still on the first round. Crews are working overtime, with four crews planned for the upcoming Saturday. Fall decorations will be taken down next week, and Christmas decorations will go up in preparation for the tree lighting on December 5<sup>th</sup>. Three plow trucks are assembled in preparation for snow accumulation, with two new trucks expected to arrive in early December.

The Mayor thanked Dir. Karas for his service in the Marines.

**Engineer:** Director Gigliotti- A crew broke ground on the new monument sign at the Golden Link right-in/right-out access road.

Ms. Tulley asked whether a sign could be placed alerting drivers that construction is happening at that location as construction vehicles are parking on the access road and causing traffic backups.

**Parks and Recreation Department:** Director Chadock – Work continues on the HVAC units and the Recreation Center currently has heat and air is properly flowing. Wireless thermostats will be installed. Winter programming is set and more information can be found at macrec.com. Staff is currently setting up Spring/Summer programming. Holiday Tree Lighting will take place on Sunday, December 5<sup>th</sup> from 6-8pm at the City Center.

Ms. Brandt asked whether a Winterfest was going to take place, to which Dir. Chadock responded that procuring all the necessary supplies proved to be a challenge and the Parks & Recreation Department did not want to put on a “50% event” and have it less than what it should be. The plan is for that event to take place in 2022 and focus on the Holiday Tree Lighting event instead.

**Finance Department:** Director Veres – Expressed appreciation for the veterans. One small amendment will be coming to the December Council meeting for the receipt and purchase order creation of the \$75,000 grant that was received for the Senior Center last month.

**Fire Department:** Chief Ripley- Thanked the veterans for their service, including Dir. Karas and Chief Ripley’s son-in-law. Santa delivery is happening in Macedonia this year. Logistics for Santa tracking are being worked through, with the help of Mr. Garvas. Bags will be available at the City Center, Recreation Center and Northfield Center Town Hall near the end of the month. Highland Road is now open, which is a big thing, operationally, for the Fire Department. Congratulations to Ms. Brandt, Ms. Tulley and Mr. Ventura on their recent re-elections to Council. Go Knights!

**Police Department:** Lieutenant Yakopovich - Thanked the veterans for their service. Sgt. Sean Hathaway, who is also the jailer, submitted his resignation. The Civil Service Commission will be holding a promotional exam on December 7, which should give time for Sgt. Hathaway to help train his replacement. Sgt. Hathaway has been with the Police Department over nine years and started his own business a couple years ago, which has since expanded.

**HR Department:** Director Smith – Echoed the thanks for veterans and their service. The HR Department is busy with benefits and training and looking forward to completing before the end of the year.

**IT Department:** Director Collins – Recognized the veterans and their service. The IT Department closed 25 tickets since the last Council meeting. The downstairs speakers at the Recreation Center have been fixed. The music player at the Recreation Center has also been updated to allow for an extended playlist. Work continues on the new website, with the hope of rolling it out within the next six months.



Record of Proceedings  
Regular Council Meeting  
November 11th, 2021

153 **Law Department:** Dir. Guidetti – No report.

154

155

156 **UNFINISHED BUSINESS:**

157

158 Ms. Tulley asked when the new traffic signal at Olde 8 and Twinsburg Roads will be turned on, to which  
159 Dir. Gigliotti responded it is in Northfield Center Township and is a Summit County Engineer project, but  
160 he can reach out to the County to see about a schedule.

161

162 The Mayor wished everyone Happy Thanksgiving as Council will not convene again until after the  
163 holiday. The Mayor also congratulated Mr. Ventura, Ms. Tulley and Ms. Brandt on their election wins.

164

165 Mr. Ventura thanked the residents for their continued support, faith and respect to allow the re-elected  
166 Councilors to work for them another four years.

167

168 Ms. Brandt wished a peaceful Veterans Day to all veterans and made a special shout out not only to Mr.  
169 Ventura, but her favorite veteran and father, Robert Brandt, Jr., who was in Vietnam fifty-one years ago  
170 and celebrates his fifty-first Veterans Day.

171

172 Ms. Tulley stated she had met her husband while he was on leave before going back for his third stint in  
173 Vietnam. She thanked him for his service and expressed gratitude that he was able to come home. Ms.  
174 Tulley also stated that Terri Hudak, who was part of the Recreation Center and Longwood Manor, passed  
175 away recently. She was remembered for always being at Council meetings, having a smile on her face and  
176 being a very valued citizen.

177

178 The Mayor added that Ms. Hudak was a fantastic person and staunch in her faith.

179

180 **NEW BUSINESS:**

181

182 None

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184 There being no further business, Ms. Brandt moved, second by Mr. Ventura, to **adjourn the meeting.**

185 The motion passed **unanimously** pursuant to a voice vote and the meeting was adjourned at  
186 approximately 7:57p.m.

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188

189 **Date:** \_\_\_\_\_

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192

**Attest:** \_\_\_\_\_

193

Jon Hoover, Clerk of Council

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195

196 **Mayor:** \_\_\_\_\_

197 Nicholas Molnar

198

ORIGINATOR: ADMINISTRATION/FINANCE DEPARTMENT

SPONSOR: Garvas

**CITY OF MACEDONIA  
ORDINANCE NO. 67 - 2021**

**AN ORDINANCE  
PROVIDING FOR THE 2022 ANNUAL APPROPRIATIONS  
FOR THE CITY OF MACEDONIA, OHIO**

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

**Section 1.** To provide for the current expenses and other expenditures of the City of Macedonia, Ohio during the fiscal year ending December 31, 2022, the following sums are hereby set aside and appropriated as set forth in the document attached hereto as Exhibit “A” and incorporated herein by reference.

**Section 2.** The Director of Finance is hereby authorized to draw warrants for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefore approved by the board of officers authorized by law to approve the same or an ordinance or resolution of Council to make expenditures; provide that no warrants shall be drawn or paid for salaries or wages except for persons employed by authority of and in accordance with law or ordinance.

**Section 3.** The Clerk of Council shall forward a certified copy of the ordinance to the Summit County Fiscal Officer.

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

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

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

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

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

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

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

EXHIBIT A		CITY OF MACEDONIA		October 28, 2021		2022 Annual	
Fund Category	Fund #	Fund Name or Department	Personal Service	Other	Transfers & Advances	Total	
							changes
General	101	<b>General</b>					
		Council (101)	112,600	5,500		118,100	
		Administrative Support (110)	-	1,303,400		1,303,400	
		Mayor's Office (120)	494,200	33,900		528,100	
		IT (125)	133,300	175,600		308,900	
		Finance (130)	379,900	390,500		770,400	
		Mayor's Court (140)	221,100	133,500		354,600	
		Legal (150)	59,300	170,300		229,600	
		Civil Service (160)	5,600	2,600		8,200	
		City Center Service (170)	149,800	262,700		412,500	
		Building & Engineering (180)	382,700	105,200		487,900	
		Service (201)	432,700	233,100		665,800	
		Police (210)	3,235,300	235,600		3,470,900	
		Fire (222)	3,612,700	761,100		4,373,800	
		Dispatch (310)	882,700	70,800		953,500	
		Transfers (321)	-	-	2,984,900	2,984,900	
		Advances (321)	-	-	-	-	
		<b>Total General Fund (101)</b>	<b>10,101,900</b>	<b>3,883,800</b>	<b>2,984,900</b>	<b>16,970,600</b>	
		total Personal Service + Other		13,985,700			
	102	Emergency Reserve	-	-	-	-	
	103	Unclaimed Monies	-	1,000	-	1,000	
	104	Retirement Reserve	-	50,000	-	50,000	
	105	Refund Program	-	200,000	225,000	425,000	
	106	Technology Advancement	-	100,000	-	100,000	
Special Revenue	201	<b>Street Construction Maintenance &amp; Repair (S,C,M&amp;R)</b>					
		Street Maintenance & Repair (350)	975,800	208,800	-	1,184,600	
		Salt (352) & Traffic Signals (353)	-	158,000	-	158,000	
		Street Mechanic (354) & Signs Maintenance (355)	439,600	264,300	-	703,900	
		<b>Total S,C,M&amp;R Fund (201)</b>	<b>1,415,400</b>	<b>631,100</b>	<b>-</b>	<b>2,046,500</b>	
	202	State Highway Improvement	-	55,000	-	55,000	
	203	Permissive License Tax	-	150,000	-	150,000	
	204	<b>Parks &amp; Recreation</b>					
		Parks (203)	235,300	162,600	-	397,900	
		Recreation - Parks Programming (204)	138,900	311,900	-	450,800	
		<b>Total Parks &amp; Recreation Fund (204)</b>	<b>374,200</b>	<b>474,500</b>	<b>-</b>	<b>848,700</b>	
	205	Family Recreation Center	718,600	1,015,500	-	1,734,100	
	207	Spirit of Macedonia Festival	-	35,000	-	35,000	
	210	Water Maintenance & Expansion	26,000	254,700	-	280,700	
	212	Motor Vehicle License Tax	-	85,000	-	85,000	
	213	Police Pension	-	152,000	-	152,000	
	216	Drug Law Enforcement	-	5,000	-	5,000	
	217	Law Enforcement & Education	-	2,500	-	2,500	
	218	CDBG Grant	-	2,000	-	2,000	
	220	Mayor's Court Computer	-	12,800	-	12,800	
	221	F.A.I.R. Program	-	1,000	-	1,000	
	223	Subdivision Tree	-	2,000	-	2,000	
	224	Wireless 911	-	2,500	-	2,500	
	225	Petro UST	-	1,000	-	1,000	
	226	Police Donation	-	100	-	100	
	233	Quiet Zone Maintenance	-	5,000	-	5,000	
	259	A.R.R.A. Program	-	1,000	-	1,000	
	260	Federal Fire Grant	-	1,000	-	1,000	
	262	Law Enforcement Trust	-	2,500	-	2,500	
	263	Federal Equity Share	-	25,000	-	25,000	
	266	Local Fiscal Recovery	-	-	-	-	
	280	Safety / Service	720,800	1,301,000	289,400	2,311,200	
		<b>Total Special Revenue Funds</b>	<b>3,255,000</b>	<b>4,217,200</b>	<b>289,400</b>	<b>7,761,600</b>	

EXHIBIT A		CITY OF MACEDONIA		October 28, 2021		2022 Annual	
Fund Category	Fund #	Fund Name or Department	Personal Service	Other	Transfers & Advances	Total	
Debt Service	301	General Obligation Bond Retirement	-	1,220,000	-	1,220,000	
	302	Special Assessment Bond Retirement	-	291,500	575,000	866,500	
	304	Other Debt - (OPWC, State Infrastructure Bank, leases)	-	919,400	-	919,400	
		Total Debt Service Funds	-	2,430,900	575,000	3,005,900	
Capital Project	401	Capital Improvement	-	547,800	-	547,800	
	405	Road Program	-	2,154,100	737,200	2,891,300	
	423	Municipal Property	-	-	-	-	
	424	Longwood Park Improvements	-	1,000	-	1,000	
	427	Manor House Renovation	-	-	-	-	
	470	Summit Pointe TIF	-	650,000	-	650,000	
	471	The Avenue TIF	-	-	44,000	44,000	
	472	Macedonia Shoppes TIF	-	-	7,200	7,200	
	473	Maguire Property TIF	-	-	10,300	10,300	
	475	Culver's TIF	-	-	13,700	13,700	
	476	KFC TIF	-	-	9,700	9,700	
	477	Cleanland TIF	-	-	-	-	
	478	Big Carrot TIF	-	-	-	-	
	479	Peak Nano TIF	-	-	-	-	
	480	OH State Waterproofing TIF	-	-	-	-	
		Total Capital Project Funds	-	3,352,900	822,100	4,175,000	
	Non-Budgetary	206	Parks & Recreation Trust	-	15,000	-	15,000
702		Revolving Payroll Escrow	-	-	-	-	
710		Escrow Deposits	-	-	-	-	
711		Mayor's Court	-	-	-	-	
712		Community Room Deposits	-	-	-	-	
714		JEDD Northfield Center	-	450,000	-	450,000	
715		Mayor's Court Bond	-	-	-	-	
	Total Non-Budgetary Funds	-	465,000	-	465,000		
	Total All Funds	13,356,900	14,700,800	4,896,400	32,954,100		
			28,057,700				
Transfers		General (101) to Retirement Reserve (104)			50,000		
		General (101) to Technology Advancement (106)			100,000		
		General (101) to Street Construction (201)			1,050,000		
		General (101) to Family Recreation Center (205)			100,000		
		General (101) to General Bond Retirement (301)			245,000		
		General (101) to Other Debt (304)			265,000		
		General (101) to Capital Improvements (401)			260,000		
		General (101) to Road Program (405)			525,000		
		General (101) to Municipal Property (423)			389,900		
		Refund Program (105) to General (101)			225,000		
		Safety Services (280) to General Bond Retirement (301)			289,400		
		Special Assessment (302) to Other Debt (304)			575,000		
		Road Program (405) to General Bond Retirement (301)			676,200		
		Road Program (405) to Other Debt (304)			61,000		
		The Avenue TIF (471) to Road Program (405)			44,000		
		Macedonia Shoppes TIF (472) to Road Program (405)			7,200		
		Maguire Property TIF (473) to Road Program (405)			10,300		
	Culver's TIF (475) to Road Program (405)			13,700			
	KFC TIF (476) to Road Program (405)			9,700			
	Total Transfers			4,896,400			
Advances		Capital Improvement Fund (401) to General Fund (101)			-		
		Total Advances			-		
	Total Transfers & Advances			4,896,400			

CITY OF MACEDONIA		CERTIFICATE OF ESTIMATED RESOURCES							COVID-19	APPROPRIATIONS			transfers
2022 Estimated Resources & Appropriations		ESTIMATED	ADD	ADD	ADD	ADD	EQUALS			SUBTRACT	EQUALS	advances	
2022 Annual Appropriations		Unencumbered	General	Local	Income	Other	2022			changes	ESTIMATED	gen'l obligation debt	
October 28		Balance	Property Tax	Gov't	Tax	Sources	Total	Description	Sect.	2022	Unencumbered	spec assess debt	
Fund #	Fund Description	01/01/2022	Type				Resources			Appropriations	Balance	OPWC/lease debt	
											12/31/2022	new debt	
												Description	
101	General	3,500,000.00	Gov't	1,952,300.00	170,700.00	9,336,000.00	3,484,200.00	18,443,200.00		1.	13,536,700.00	2,641,500.00	
						tr in 5.	-			tr out 1.	2,265,000.00		
						adv in 37.	-			adv out 1.	-		
						est rev	-				15,801,700.00		
							3,484,200.00						
102	Emergency Reserve	500,000.00	Gov't					500,000.00			-	500,000.00	
						tr in 1.	-			tr out 2.			
103	Unclaimed Monies	12,500.00	Trust					12,500.00		3.	1,000.00	11,500.00	
						est rev	-						
104	Retirement Reserve	500,000.00	Gov't					550,000.00		4.	50,000.00	500,000.00	
						tr in 1.	50,000.00						
105	Refund Program	188,200.00	Gov't			264,000.00		452,200.00		5.	200,000.00	252,200.00	
						est rev	-						
106	Technology Advancement	400.00	Gov't					100,400.00		6.	100,000.00	400.00	
						tr in 1.	100,000.00						
201	S.C.M & R	147,500.00	Sp Rev					2,092,500.00		7.	1,987,700.00	104,800.00	
						est rev	890,000.00						
						tr in 1.	1,055,000.00						
							1,945,000.00						
202	State Highway	15,600.00	Sp Rev					66,100.00		8.	55,000.00	11,100.00	
						est rev	50,500.00						
203	Permissive License Tax	6,400.00	Sp Rev					130,800.00		tr out 9.	124,400.00	6,400.00	
						est rev	124,400.00						
204	Parks & Recreation	211,100.00	Sp Rev			426,000.00		741,100.00		10.	582,500.00	158,600.00	
						est rev	104,000.00						
						tr in 1.	-						
							104,000.00						
205	Family Recreation Center	262,700.00	Sp Rev			426,000.00		1,490,000.00		11.	1,443,200.00	46,800.00	
						est rev	725,000.00						
						est rev	26,300.00						
						tr in 1.	50,000.00						
							801,300.00						
206	Parks & Recreation Trust	4,600.00	Trust					122,600.00		12.	115,000.00	7,600.00	
						est rev	58,000.00						
						tr in 1.	60,000.00						
							118,000.00						
207	Spirit of Macedonia	26,800.00	Sp Rev					51,800.00		13.	35,000.00	16,800.00	
						est rev	25,000.00						
210	Water Maintenance & Expansion	272,800.00	Sp Rev					397,800.00		14.	250,000.00	147,800.00	
						est rev	125,000.00						
212	Motor Vehicle License Tax	16,900.00	Sp Rev					116,900.00		15.	115,000.00	1,900.00	
						est rev	100,000.00						
213	Police Pension	400.00	Sp Rev	152,760.00				153,160.00		16.	152,000.00	1,160.00	
						est rev	-						
215	Indigent Drivers	6,100.00	Sp Rev					6,100.00		17.	-	6,100.00	
						est rev	-						
216	Drug Law Enforcement	36,500.00	Sp Rev					41,500.00		18.	5,000.00	36,500.00	\$2,500 capital items
						est rev	5,000.00						
217	Law Enforcement Education	26,600.00	Sp Rev					29,100.00		19.	2,500.00	26,600.00	\$2,500 capital items
						est rev	2,500.00						
218	CDBG Block Grant	8,100.00	Sp Rev					10,100.00		20.	2,000.00	8,100.00	
						est rev	2,000.00						
220	Mayor's Court Computer	9,500.00	Sp Rev					17,500.00		21.	10,300.00	7,200.00	
						est rev	8,000.00						
221	F.A.I.R. Program	26,600.00	Sp Rev					26,600.00		22.	-	26,600.00	
						est rev	-						
223	Subdivision Tree	100.00	Sp Rev					2,100.00		23.	2,000.00	100.00	
						est rev	2,000.00						
224	Wireless Emergency 911	12,400.00	Sp Rev					12,400.00		24.	2,500.00	9,900.00	
						est rev	-						
225	Petro Underground Storage Tanks	8,900.00	Sp Rev					8,900.00		25.	1,000.00	7,900.00	
						est rev	-						
226	Police K-9 Donation	1,200.00	Sp Rev					1,200.00		26.	100.00	1,100.00	
						est rev	-						
233	Quiet Zone Maintenance	15,100.00	Sp Rev					16,100.00		27.	5,000.00	11,100.00	
						est rev	1,000.00						
259	A.R.R.A. Grant	4,400.00	Sp Rev					4,400.00		28.	1,000.00	3,400.00	
						est rev	-						
260	Federal Fire Grant	13,000.00	Sp Rev					13,000.00		29.	1,000.00	12,000.00	
						est rev	-						
						tr in 1.	-						
							-						

CITY OF MACEDONIA			CERTIFICATE OF ESTIMATED RESOURCES						COVID-19	APPROPRIATIONS			transfers
2022 Estimated Resources & Appropriations			ESTIMATED	ADD	ADD	ADD	ADD	EQUALS			SUBTRACT	EQUALS	advances
2022 Annual Appropriations			Unencumbered	General	Local	Income	Other	2022			changes	ESTIMATED	gen'l obligation debt
October 28			Balance	Property Tax	Gov't	Tax	Sources	Total	Description	2022	Unencumbered	spec assess debt	
Fund #	Fund Description	Type	01/01/2022					Resources		Appropriations	Balance	OPWC/lease debt	
											12/31/2022	new debt	
												Description	
262	Law Enforcement Trust	Sp Rev	15,400.00					15,400.00		30.	2,500.00	12,900.00	
263	Federal Equitable Share	Sp Rev	65,000.00					65,000.00		31.	25,000.00	40,000.00	\$7,500 capital items
266	Local Fiscal Recovery	Sp Rev	628,500.00				628,500.00	1,257,000.00		31c.	-	1,257,000.00	
280	Safety / Service	Sp Rev	870,900.00			1,650,000.00	borrow	2,520,900.00		32.	690,500.00	681,800.00	wages & benefits
											685,000.00		capital items
											174,000.00		RITA fees / OH muni fees + other
										tr out 32.	289,600.00		aerial tower debt + 800 mhz radios
											1,839,100.00		
301	General Bond Retirement	Debt	11,900.00					1,227,700.00		33.	-	7,500.00	
							est rev	-					
							tr in 1.	250,000.00			121,100.00		800 mhz radios
							tr in 32.	289,600.00			168,500.00		aerial tower
							tr in 38.	676,200.00			676,200.00		\$9M 2018 bonds
								1,215,800.00			254,400.00		70% 2010 bonds
											1,220,200.00		
302	Special Assess Bond Retirement	Debt	48,400.00					338,400.00		34.	291,500.00	46,900.00	
							est rev	290,000.00					
							adv in 1.	-		adv out 34.	-		
								290,000.00			291,500.00		
304	Other Debt	Debt	22,300.00					358,300.00		36.	344,400.00	13,900.00	
							tr in 1.	275,000.00					
							tr in 38.	-					
							tr in 38.	61,000.00			344,400.00		
								336,000.00					
401	Capital Improvements	Cap	77,200.00				borrow	537,200.00	Service - lease to buy	37.	-	194,100.00	lease to buy purchases
							tr in 1.	425,000.00					Family Rec parking lot
							est rev	-	NEORS & CC Share				
							est rev	-	NEORS & CC Share				
							est rev	35,000.00	NEORS & CC Share		35,000.00		EPA compliance
							est rev	-	Cleveland Water				
							adv in 1.	-			308,100.00		Dept capital purchases
								460,000.00		adv out 37.	-		
											343,100.00		
405	Road Program	Cap	304,800.00			1,548,000.00		2,072,100.00	Permissive Tax	38.	-	108,400.00	
							tr in 1.	-	Permissive Tax		182,500.00		'21 Rd/Highland VV/Empire/Other
							tr in 9.	114,400.00					
							tr in 9.	10,000.00					
							tr in 44.	44,000.00			100,000.00		Road materials
							tr in 45.	7,200.00			55,000.00		Road pavement markings
							tr in 48.	10,300.00			30,000.00		storm water projects
							tr in 47.	-			766,000.00		Road Program
							tr in 48.	13,700.00			48,000.00		LED street lighting
							tr in 49.	9,700.00			45,000.00		RITA retainer / OH muni fees
							tr in 50.	-					
							tr in 52.	-					
							tr in 53.	-					
							est rev	10,000.00	OPWC - Highland	tr out 38.	-		
							borrow	-		tr out 38.	61,000.00		OPWC Ledge 2048/VV/View 2038
							est rev	-	NEORS CC Share	tr out 38.	676,200.00		\$9M 2018 Roads Bond 2038
							est rev	-	close 2021 PO's		1,963,700.00		
								219,300.00					



CITY OF MACEDONIA			CERTIFICATE OF ESTIMATED RESOURCES						COVID-19	APPROPRIATIONS			transfers	
2022 Estimated Resources & Appropriations			ESTIMATED	ADD	ADD	ADD	ADD	EQUALS			SUBTRACT	EQUALS	advances	
2022 Annual Appropriations			Unencumbered	General	Local	Income	Other	2022			changes	ESTIMATED	gen'l obligation debt	
October 28			Balance	Property Tax	Gov't	Tax	Sources	Total	Description	Sect.	2022	Unencumbered	spec assess debt	
Fund #	Fund Description	Type	01/01/2022					Resources			Appropriations	Balance	OPWC/lease debt	
												12/31/2022	new debt	
													Description	
423	Municipal Property	Cap	1,353,100.00				tr in 1	1,353,100.00			40.	10,000.00	1,343,100.00	
424	Longwood Park Improvements	Cap	5,000.00				est rev	5,000.00			41.	1,000.00	4,000.00	
427	Manor House Renovation	Cap	100.00				est rev	100.00			42.	-	100.00	
470	Summit Pointe TIF	Cap	-				est rev	650,000.00	650,000.00		43.	650,000.00	-	
471	The Avenue TIF	Cap	100.00				est rev	44,000.00	44,100.00		tr out 44	44,000.00	100.00	
472	Macedonia Shoppes TIF	Cap	100.00				est rev	7,200.00	7,300.00		tr out 45	7,200.00	100.00	
473	Maguire Property TIF	Cap	100.00				est rev	10,300.00	10,400.00		tr out 46	10,300.00	100.00	
474	Ambassadors Football TIF	Cap	-				est rev	-	-		tr out 47	-	-	
475	Culver's TIF	Cap	100.00				est rev	13,700.00	13,800.00		tr out 48	13,700.00	100.00	
476	KFC TIF	Cap	100.00				est rev	9,700.00	9,800.00		tr out 49	9,700.00	100.00	
477	Cleanland TIF	Cap	-				est rev	-	-		tr out 50	-	-	
478	Big Carrot TIF	Cap	-				est rev	-	-		51.	-	-	
479	Peak Nano TIF	Cap	-				est rev	-	-		tr out 52	-	-	
480	Ohio State Waterproofing TIF	Cap	-				est rev	-	-		tr out 53	-	-	
702	Revolving Payroll Funds	Agency	90,800.00				est rev	-	90,800.00		54.	-	90,800.00	
710	Escrow Deposits	Agency	69,100.00				est rev	-	69,100.00		55.	-	69,100.00	
711	OBBC Deposits	Agency	1,000.00				est rev	-	1,000.00		56.	-	1,000.00	
712	Community Room Deposits	Agency	3,200.00				est rev	-	3,200.00		57.	-	3,200.00	
714	JEDD Northfield Center	Agency	118,500.00			450,000.00	est rev	-	568,500.00		58.	450,000.00	118,500.00	
715	Mayors Court Bond	Agency	900.00				est rev	-	900.00		59.	-	900.00	
	Totals		9,521,000.00	2,105,060.00	170,700.00	14,100,000.00		10,932,400.00	36,829,160.00	= Beg Bal + Resources		28,270,300.00	8,558,860.00	
	Total Resources					60.83%		27,308,160.00	Total 2021 generated Resources				-	
								23,178,560.00	Total 2021 Estimated Revenue					



**CITY OF MACEDONIA**  
**2022 Annual Appropriations**  
**October 28**

changes

**Beginning Estimated RESTRICTED Unencumbered Cash Balance**  
**Beginning Estimated UNRESTRICTED Unencumbered Cash Balance**

<u>Fund #</u>	4,819,900
all other	4,701,100
101-106	<u>9,521,000</u>
<b>ALL</b>	

**Revenue and Other Receipts**

Municipal Income Tax	Funds (101, 105, 204, 205)	10,452,000
Property Tax		2,105,100
Local Government		170,700
Tax Increment Financing (TIF) Revenue		84,900
Safety / Service	471-476	1,650,000
Road Program	405	1,558,000
Other Income	Funds (101, 105, 201, 204, 205, 301, 302, 401)	5,554,500
<b>Total Revenue</b>		<u>21,575,200</u>

**Expenses and Other Disbursements**

General	101	13,536,700
Refund Program	103	200,000
Retirement Reserve	104	50,000
Technology Advancement	106	100,000
Street Construction Maintenance & Repair	201	1,987,700
Parks & Recreation	204	582,500
Family Recreation Center	205	1,443,200
Safety / Service	280	1,549,500
		<u>(19,449,600)</u>

Trust / Agency Funds (206, 702 - 715) Revenue

508,000
<u>(57,000)</u>

Other Funds (103, 202, 203, 207-265, 422-427, 470) Revenue

1,723,900
<u>1,328,900</u>

Other Funds (103, 202, 203, 207-265, 422-427, 470, 471-476) Expense

395,000
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Balance available for Debt Service, Capital Improvements, Road Program & Other Costs

2,463,600
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**Debt Service**

General Bond Retirement	301	1,220,200
Special Assessment Bond Retirement	302	291,500
Other Debt	304	344,400
		<u>(1,856,100)</u>
Balance available for Capital Improvements and Other Costs		607,500

**Capital Improvements**

Departmental & Other Items from Five Year Capital Plan

(343,100)
-----------

**Road Program**

Road Program & Storm Sewer Maintenance	405	796,000
Other	405	430,500
		<u>(1,226,500)</u>

Safety / Service borrowing  
 Capital Improvements borrowing  
 Right In / Right Out borrowing

-
-
-

Estimated Unencumbered Cash Increase (Decrease)

<u>(962,100)</u>
------------------

**Ending RESTRICTED Unencumbered Cash Balance - Estimated**  
**Ending UNRESTRICTED Unencumbered Cash Balance - Estimated**

4,653,300
<u>3,905,600</u>
<b>all other</b>
101-106
<b>ALL</b>
<u>8,558,800</u>

ORIGINATOR: ADMINISTRATION

SPONSOR: Tulley

**CITY OF MACEDONIA  
RESOLUTION NO. 70 -2021**

**AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO TAKE ALL NECESSARY ACTION TO ACCEPT AND ENTER INTO THE “ONE OHIO SUBDIVISION SETTLEMENT” WITH JANSSEN/JOHNSON & JOHNSON PURSUANT TO THE “ONEOHIO MEMORANDUM OF UNDERSTANDING” AND CONSISTENT WITH THE MATERIAL TERMS OF THE JULY 21, 2021 PROPOSED NATIONAL OPIOID SETTLEMENT AGREEMENT**

**WHEREAS**, the City of Macedonia, Ohio is a chartered City formed and organized pursuant to the Constitution and laws of the State of Ohio; and

**WHEREAS**, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Opioid Pharmaceutical Supply Chain; and

**WHEREAS**, the State of Ohio, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Opioid Pharmaceutical Companies accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and

**WHEREAS**, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio; and

**WHEREAS**, the State and its Local Governments, subject to completing formal documents effectuating the Parties Agreements, have drafted and the City of Macedonia has adopted, and hereby reaffirms its adoption of, a OneOhio Memorandum of Understanding (“MOU”) relating to the allocation and the use of the proceeds of any potential settlements described; and

**WHEREAS**, the MOU has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution; and

**WHEREAS**, the City of Macedonia understands that an additional purpose of the MOU is to create an effective means of distributing any potential settlement funds obtained under the MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio, as well as to permit collaboration and explore potentially effectuation earlier resolution of the Opioid Litigation against Opioid Pharmaceutical Companies; and

**WHEREAS**, nothing in the MOU binds any party to a specific outcome, but rather, any resolution under the MOU requires acceptance by the State of Ohio and the Local Governments; and

**WHEREAS**, a settlement proposal is being presented to the State of Ohio and Local Governments by Janssen/Johnson & Johnson to resolve governmental entity claims in the State of Ohio using the structure of the OneOhio MOU and consistent with the material terms of the July 21, 2021 proposed Settlement Agreement available at <https://nationalopioidsettlement.com/>; and

**WHEREAS**, Council for the City of Macedonia wishes to authorize the Mayor to take all necessary action in order to agree to the material terms of the proposed National Settlement Agreement with the Proposed Settlement.

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

**Section 1.** That the Mayor is hereby authorized to take all necessary action to accept and enter into the Proposed Settlement on behalf of the City of Macedonia, pursuant to the terms of the OneOhio MOU.

**Section 2.** That it is found and determined that all formal actions of the Council relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and 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 is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, convenience and welfare of the City of Macedonia and the inhabitants thereof for the reason that it assists in ensuring the prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio, and provided this Resolution receives the affirmative vote of four (4) or more of the members elected or appointed to this Council, it shall take effect and be in force from and after the earliest period allowed by law.

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

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

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

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

Nicholas Molnar

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

Jon Hoover, Clerk of Council

ORIGINATOR: FINANCE DEPARTMENT

SPONSOR: Brandt

**CITY OF MACEDONIA  
RESOLUTION NO. 71 -2021**

**A RESOLUTION  
ACKNOWLEDGING RECEIPT OF THE CURRENT FEE SCHEDULE FOR  
THE CITY OF MACEDONIA RECREATION CENTER**

**WHEREAS**, while not required by law, but upon the recommendation of the State of Ohio through its auditors, Council desires to acknowledge receipt of the current fee schedule for the City of Macedonia Recreation Center as set forth in the document attached hereto as Exhibit "A" and incorporated herein by reference.

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

**Section 1.** That Council hereby acknowledges receipt of the current fee schedule utilized by the City of Macedonia Recreation Center as set forth in Exhibit "A," which Council recognizes may be updated from time to time as deemed necessary by the City's Administration.

**Section 2.** A copy of the current fee schedule shall be available through the Clerk of Council's office for inspection by the public upon request.

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

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

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

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

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

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

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

**Macedonia Parks and Recreation Department  
Department Rates**

<b>Membership Rates - Annual Contract</b>					
<b>Membership Type</b>	<b>Resident</b>	<b>Non-Resident</b>	<b>Macedonia Business</b>	<b>Macedonia Corporate</b>	<b>Non-Resident Corporate</b>
<b>Individual Youth (3-17)</b>	\$174.00	\$288.00			
<b>Individual Adult (18-61)</b>	\$228.00	\$374.00	\$273.00	\$254.00	\$290.00
<b>Family 2</b>	\$303.00	\$498.00	\$363.00	\$339.00	\$387.00
<b>Family 3 +</b>	\$378.00	\$605.00	\$454.00	\$424.00	\$484.00
<b>Individual Senior</b>	\$129.00	\$219.00	\$158.00		
<b>Senior Couple</b>	\$189.00	\$311.00	\$228.00		

<b>Membership Rates - Annual Contract Paid Monthly</b>					
<b>Membership Type</b>	<b>Resident</b>	<b>Non-Resident</b>	<b>Macedonia Business</b>	<b>Macedonia Corporate</b>	<b>Non-Resident Corporate</b>
<b>Individual Youth (3-17)</b>	\$19.50	\$24.00			
<b>Individual Adult (18-61)</b>	\$24.00	\$36.25	\$27.75	\$26.50	\$29.50
<b>Family 2</b>	\$30.25	\$46.50	\$35.25	\$33.25	\$37.25
<b>Family 3 +</b>	\$36.50	\$55.50	\$43.00	\$40.50	\$45.50
<b>Individual Senior</b>	\$15.75	\$23.25	\$18.25		
<b>Senior Couple</b>	\$20.75	\$31.00	\$24.00		

<b>Month to Month</b>					
<b>Membership Type</b>	<b>Resident</b>	<b>Non-Resident</b>	<b>Macedonia Business</b>	<b>Macedonia Corporate</b>	<b>Non-Resident Corporate</b>
<b>Monthly Individual</b>	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00

<b>Insurance, Employer, and Trial Membership</b>					
<b>Insurance Based</b>	SilverSneakers	Renew Active	Silver & Fit		
<b>Employer Based</b>	Gympass	Prime Program			
<b>Free</b>	Active Military (4 weeks per year)	5 Day Trial			
<b>Annual discounts of \$100 (Only applies to memberships paid in full)</b>	Veteran Military	Nordonia Hills Safety Forces			

**Class 1:** City of Macedonia Departments and Organizations established by the City and current annual members of the Macedonia Family Recreation Center.

**Class 2:** Macedonia based, non-profit, tax exempt corporations as established by the IRS (civic organizations, churches, fraternal bodies) not charging admissions.

**Class 3:** Any organization, institution, agency, group or individual not included in Class 1 or 2.

<b>Macedonia Recreation Center Rental Rates</b>					
<b>Hourly Rental Rates</b>	<b>Maximum</b>	<b>Class 1</b>	<b>Class 2</b>	<b>Class 3</b>	
<b>Room/Area</b>	<b>Occupancy</b>	<b>per hour</b>	<b>per hour</b>	<b>per hour</b>	
<b>Activity Room</b>	40	\$30	\$40	\$50	
<b>Rotunda – Section</b>	40	\$20	\$30	\$35	
<b>Natorium – Whole*</b>	200	\$150	\$200	\$300	
<b>Natorium – Lap Pool</b>	100	\$90	\$100	\$120	
<b>Natorium – Activity Pool</b>	75	\$90	\$100	\$120	
<b>Natorium – Lap Lane</b>	10	\$20	\$25	\$30	

<b>Birthday Party Pricing</b>	
Pricing: \$150/Member \$175/Resident \$200/Non-Resident	

<b>Pavilion Rentals</b>				
	<b>M-Th</b>	<b>Weekends and Holidays</b>		
<b>Resident</b>	\$25.00	\$50.00		
<b>Non-Resident</b>	\$50.00	\$75.00		

<b>Ball Field Rentals</b>				
	<b>M-F</b>	<b>Weekends</b>	<b>Tournaments</b>	
<b>Baseball/Softball</b>	\$30.00 per 2 hr block	\$75.00 first 2 hr block, \$30.00 per 2 hr. add.	\$250 per field for day	
<b>Soccer</b>	\$30.00 per 2 hr. block			
<b>Concessions</b>	\$50.00 M-Th	\$125.00	\$125.00	
<b>Lining</b>	\$25.00	\$25.00	\$25.00	
<b>Lights</b>	\$10.00	\$10.00	\$10.00	

**Programming fees vary from \$5.00 - \$500.00 pending program and length of time**

ORIGINATOR: ADMINISTRATION

SPONSOR: Brandt

**CITY OF MACEDONIA  
RESOLUTION NO. 72 -2021**

**A RESOLUTION  
CONFIRMING THE REAPPOINTMENT BY THE MAYOR  
OF BARBARA LUCZYWO TO THE PARKS AND RECREATION COMMISSION**

**WHEREAS**, the Mayor has re-appointed **BARBARA LUCZYWO** to the City of Macedonia Parks and Recreation Commission, pursuant to Macedonia Codified Ordinance § 147.02, for a five (5) year term expiring December 31, 2026, subject to the confirmation of City Council.

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

**Section 1.** That the reappointment of **BARBARA LUCZYWO** to the position of member of the City of Macedonia Parks and Recreation Commission, to a term ending December 31, 2026, is hereby confirmed.

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

**Section 3.** Wherefore, this Resolution 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: ADMINISTRATION

SPONSOR: Brandt

**CITY OF MACEDONIA  
RESOLUTION NO. 73 -2021**

**A RESOLUTION  
CONFIRMING THE REAPPOINTMENT BY THE MAYOR  
OF STACI SZUGYE TO THE PARKS AND RECREATION COMMISSION**

**WHEREAS**, the Mayor has re-appointed **STACI SZUGYE** to the City of Macedonia Parks and Recreation Commission, pursuant to Macedonia Codified Ordinance § 147.02, for a five (5) year term expiring December 31, 2026, subject to the confirmation of City Council.

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

**Section 1.** That the reappointment of **STACI SZUGYE** to the position of member of the City of Macedonia Parks and Recreation Commission, to a term ending December 31, 2026, is hereby confirmed.

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

**Section 3.** Wherefore, this Resolution 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: ADMINISTRATION

SPONSOR: Brandt

**CITY OF MACEDONIA  
RESOLUTION NO. 74 -2021**

**A RESOLUTION AMENDING RESOLUTION NO. 128-2018 RELATIVE TO THE  
APPOINTMENT OF KAREN BARTOLOZZI TO THE PARKS AND RECREATION  
COMMISSION**

**WHEREAS**, the appointment of **KAREN BARTOLOZZI** to the City of Macedonia Parks and Recreation Commission for a five (5) year term was previously confirmed through Council Resolution 128-2018.

**WHEREAS**, it is necessary to amend that Resolution to reflect the correct expiration date of December 31, 2023 for that five (5) year term.

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

**Section 1.** That Resolution No. 128-2018 is hereby amended to reflect the correct term expiration date of December 31, 2023 for Ms. Bartolozzi's term as a member of the City's Parks and Recreation Commission.

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

**Section 3.** Wherefore, this Resolution 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: ADMINISTRATION

SPONSOR: Tulley

**CITY OF MACEDONIA  
RESOLUTION NO. 75 -2021**

**A RESOLUTION  
CONFIRMING THE REAPPOINTMENT BY THE MAYOR OF KENT SHELLKO TO  
THE BOARD OF ZONING AND BUILDING CODE APPEALS**

**WHEREAS**, the Mayor has re-appointed **KENT SHELLKO** to the City of Macedonia Board of Zoning and Building Code Appeals, pursuant to City Charter § 11.01 and Macedonia Codified Ordinance § 143.02, to a term expiring August 17, 2026, and subject to the confirmation of Council.

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

**Section 1.** That the reappointment of **KENT SHELLKO** to the position of member of the City of Macedonia Board of Zoning and Building Code Appeals, to the term ending August 17, 2026, is hereby confirmed.

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

**Section 3.** Wherefore, this Resolution 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: ADMINISTRATION

SPONSOR: Ventura

**CITY OF MACEDONIA  
RESOLUTION NO. 76 - 2021**

**A RESOLUTION  
CONFIRMING THE APPOINTMENT OF SHANE BARKER  
TO THE CITY OF MACEDONIA CIVIL SERVICE COMMISSION**

**WHEREAS**, Section 12.01 of the Charter of the City of Macedonia sets forth the manner in which Civil Service Commission vacancies are filled; and

**WHEREAS**, Melissa N. Hunter is resigning from her position as a member of the City of Macedonia Civil Service Commission with a current term ending on or about July 1, 2026; and

**WHEREAS**, there is a need to fill the vacancy on the City of Macedonia Civil Service Commission created by Ms. Hunter's resignation; and

**WHEREAS**, the Mayor has announced the appointment of Shane Barker to fill the vacancy on the City of Macedonia Civil Service Commission, for the remainder of the term ending on or about July 1, 2026, which appointment is subject to the confirmation of Council.

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

**Section 1.** The appointment of Shane Barker to the Civil Service Commission as member of the Civil Service Commission, to fill the current vacancy with a the term ending July 1, 2026, is hereby and herein confirmed.

**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

ORIGINATOR: ADMINISTRATION

SPONSOR: Tulley

**CITY OF MACEDONIA  
RESOLUTION NO. 77 - 2021**

**A RESOLUTION  
AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN  
AGREEMENT TO PROVIDE DISPATCH SERVICES TO THE  
VILLAGE OF NORTHFIELD**

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

**WHEREAS**, the Village of Northfield desires to utilize the City of Macedonia's dispatch services provided through the communication center and to reimburse the City for the same; and

**WHEREAS**, Council deems it necessary and in the best interest to the health, safety and welfare of all City residents to enter into an Agreement with the Village of Northfield to provide dispatch services.

**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 and directed to enter into the agreement between the City of Macedonia and the Village of Northfield for provision of dispatch services to the Village as set forth in the document attached as Exhibit "A" and incorporated herein by reference.

**Section 2.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution 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 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



**DISPATCH SERVICES AGREEMENT  
BETWEEN THE CITY OF MACEDONIA AND VILLAGE OF NORTHFIELD**

This Agreement is made and entered into by and between the City of Macedonia, a chartered 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 Village of Northfield, Ohio, a municipal corporation in the County of Summit, State of Ohio (“Village”), in accordance with Resolution No. \_\_\_\_-\_\_\_\_, passed by Village Council on \_\_\_\_\_, 2021. The City and Village 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, as the Village’s current agreement with the City is set to terminate at the end of calendar year 2021, the Village desires to enter into a contract for the continued use of the City’s telephone answering and radio dispatching services through the end of the 2031 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 Village; 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 THE CITY OF MACEDONIA.**

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

- a. Answer all emergency and non-emergency police and fire telephone lines to the Village 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 Village copies of all teletypes regarding missing/wanted persons, B.O.L.O.S., theft, returned property, schools, etc.

To furnish such services, the City has or 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 Village 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 Village under this Agreement may require the hiring of additional support personnel.

## **2. RESPONSIBILITY OF THE VILLAGE OF NORTHFIELD.**

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

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

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

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

The Village 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 Village agrees that in the event the Village 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 Village 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. The Village further agrees that if there is a noticeable increase in call volume due to further casino-related development, 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 Village seven (7) days per week, 24-hours per day, the Village shall pay the City as follows (1.03 = 3% increase):

YEAR	Prior Year x Annual Increase	Total Due	Quarterly Payments
2022	(Starting Amount \$90,040)	\$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

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 9<sup>th</sup> (2030) year of this Agreement to discuss and finalize the amount to be paid by the Village to the City for providing the dispatch services contemplated by this Agreement for year 10 (2031).

**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 Village shall pay the City as follows:

YEAR		Due Date	Annual Payment
2022		1/31/2022	\$2,341
2023		1/31/2023	\$2,341
2024		1/31/2024	\$2,341

<b>2025</b>		<b>1/31/2025</b>	<b>\$2,341</b>
<b>2026</b>		<b>1/31/2026</b>	<b>TBD</b>
<b>2027</b>		<b>1/31/2027</b>	<b>TBD</b>
<b>2028</b>		<b>1/31/2028</b>	<b>TBD</b>
<b>2029</b>		<b>1/31/2029</b>	<b>TBD</b>
<b>2030</b>		<b>1/31/2030</b>	<b>TBD</b>
<b>2031</b>		<b>1/31/2031</b>	<b>TBD</b>

The Parties agree to meet in the 4<sup>th</sup> (2025) year of this Agreement to discuss and finalize the amount to be paid by the Village to the City for annual support and maintenance payment for years 6 through 10 (2027 through 2031), which shall take into consideration any new equipment acquisition, upgrades, call volume, and associated maintenance agreements.

**5. WAIVER**

The Village 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 Village shall hold the City harmless from any such claim by any non-resident or resident of the Village, or any of its officers, employees, or agents or any third party that results from any act or omission of the Village 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 Village 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 Village within fourteen (14) days of the Village'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 Village 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 the Village of Northfield:**

\_\_\_\_\_  
Bradric T. Bryan, Director of Law  
Village of Northfield, Ohio

\_\_\_\_\_  
Jennifer Domzalski, Mayor  
Village of Northfield, Ohio

ORIGINATOR: FINANCE DEPARTMENT

SPONSOR: Garvas

**CITY OF MACEDONIA  
ORDINANCE NO. 78 – 2021**

**AN ORDINANCE  
APPROVING USE OF THE CITY OF MACEDONIA PLANNED CAPITAL PURCHASE  
PROGRAM FOR CERTAIN PLANNED CAPITAL PURCHASES**

**WHEREAS**, the City of Macedonia previously enacted a Planned Capital Purchase Program in order to allow the City Finance Director to set aside funds for large capital purchases, and for which additional specific planned capital purchases are required to be identified; and

**WHEREAS**, the City of Macedonia desires to utilize the Planned Capital Purchase Program to plan for various capital purchases for the City of Macedonia as set forth herein; and

**WHEREAS**, it has been deemed in the best interest of the health, safety and welfare of all City residents and inhabitants to utilize in the Planned Capital Purchase Program as further set forth below.

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

**Section 1.** The Finance Director is hereby authorized to make the necessary adjustments in order to utilize the Planned Capital Purchase Program for the planned capital purchases as set forth in the document that is attached hereto as Exhibit “A” and incorporated herein by reference, and in accordance with all other applicable law.

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

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

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

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

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

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

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

City of Macedonia  
 Planned Capital Program  
 2021 Annual Summary

Order	Line Item	Dept:	Length:	Projected Yr of Completion:	Estimated Total:	Radars	Parking Lot	Software	Servers	Ambulance Cots	Utility Pickup	Combo Vac Truck	Bucket Truck	Two Tow Motors	Total
BL200429	280.222.5901	Police	3 years	2022	11,000										11,000
BL200387	206.206.5651		2 years	2022	99,500										99,500
2021-00009	220.220.5585							5,000							5,000
2021-00772	401.401.5612								7,500						7,500
2021-00003	280.222.5900									10,000					10,000
2021-00006	280.222.5900										12,500				12,500
2021-00763	210.214.5500											70,000			70,000
2021-00784	280.222.5902												140,000		140,000
2021-00783	280.222.5902													80,000	80,000
2021-00778	280.222.5901														11,000
2021-00021	206.206.5651						150,000								150,000
Cumulative Encumbrance:						22,000	249,500	5,000	7,500	10,000	12,500	70,000	140,000	80,000	596,500
Remaining amount to be Encumbered:						11,000	-	5,000	30,000	30,000	62,500	130,000	60,000	25,000	353,500



ORIGINATOR: FINANCE DEPARTMENT

SPONSOR: Garvas

**CITY OF MACEDONIA  
ORDINANCE NO. 79 - 2021**

**AN ORDINANCE  
AMENDING ORDINANCE NO. 74-2020 RELATIVE TO CURRENT EXPENSES AND  
OTHER EXPENDITURES OF THE CITY OF MACEDONIA FOR THE PERIOD OF  
JANUARY 1, 2021 TO DECEMBER 31, 2021**

**WHEREAS**, it is necessary to amend Ordinance No. 74-2020 to make certain adjustments for the allocation of funds to facilitate various necessary operating expenses of the City of Macedonia.

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

**Section 1.** That Ordinance No. 74-2020 is hereby further amended, with the additions or reductions be made to the current accounts as set forth in the document attached hereto as Exhibit “A” and incorporated herein by reference.

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

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

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

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

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

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

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

EXHIBIT A		CITY OF MACEDONIA		December 9, 2021		2021 Amended Annual	
Fund Category	Fund #	Fund Name or Department	Personal Service	Other	Transfers & Advances	Total	
							changes
General	101	<b>General (101)</b>					
		Council (101)	108,600	4,000		112,600	
		Administrative Support (110)	-	1,266,100		1,266,100	
		Mayor's Office (120)	473,600	33,900		507,500	
		IT (125)	128,100	174,100		302,200	
		Finance (130)	363,000	390,500		753,500	
		Mayor's Court (140)	212,300	133,500		345,800	
		Legal (150)	57,600	170,300		227,900	
		Civil Service (160)	5,500	2,600		8,100	
		City Center Service (170)	144,600	262,700		407,300	
		Building & Engineering (180)	366,700	105,200		471,900	
		Service (201)	413,700	233,100		646,800	
		Police (210)	3,099,500	235,600		3,335,100	
		Fire (222)	3,473,500	811,100		4,284,600	
		Dispatch (310)	846,500	70,800		917,300	
		Transfers (321)	-	-	2,835,000	2,835,000	
		Advances (321)	-	-	-	-	
		<b>Total General Fund (101)</b>	<b>9,693,200</b>	<b>3,893,500</b>	<b>2,835,000</b>	<b>16,421,700</b>	
		total Personal Service + Other		13,586,700			
	102	Emergency Reserve (102)	-	-	-	-	
	103	Unclaimed Monies (103)	-	1,000	-	1,000	
	104	Retirement Reserve (104)	-	150,000	-	150,000	
	105	Refund Program (105)	-	200,000	-	200,000	
	106	Technology Advancement (106)	-	140,000	-	140,000	
Special Revenue	201	<b>Street Construction Maintenance &amp; Repair (S,C,M&amp;R) (201)</b>					
		Street Maintenance & Repair (350)	936,300	208,800	-	1,145,100	
		Salt (352) & Traffic Signals (353)	-	158,000	-	158,000	
		Street Mechanic (354) & Signs Maintenance (355)	420,300	264,300	-	684,600	
		<b>Total S,C,M&amp;R Fund (201)</b>	<b>1,356,600</b>	<b>631,100</b>	<b>-</b>	<b>1,987,700</b>	
	202	State Highway Improvement (202)	-	55,000	-	55,000	
	203	Permissive License Tax (203)	-	-	124,400	124,400	
	204	<b>Parks &amp; Recreation (204)</b>					
		Parks (203)	226,000	162,600	-	388,600	
		Recreation (204) Parks Programming	132,000	61,900	-	193,900	
		<b>Total Parks &amp; Recreation Fund (204)</b>	<b>358,000</b>	<b>224,500</b>	<b>-</b>	<b>582,500</b>	
	205	Family Recreation Center (205)	692,700	760,500	-	1,453,200	
	207	Spirit of Macedonia Festival (207)	-	35,000	-	35,000	
	210	Water Maintenance & Expansion (210)	25,300	224,700	-	250,000	
	212	Motor Vehicle License Tax (212)	-	115,000	-	115,000	
	213	Police Pension (213)	-	162,300	-	162,300	
	215	Indigent Drivers (215)	-	-	-	-	
	216	Drug Law Enforcement (216)	-	5,000	-	5,000	
	217	Law Enforcement & Education (217)	-	2,500	-	2,500	
	218	CDBG Grant (218)	-	2,000	-	2,000	
	220	Mayor's Court Computer (220)	-	17,800	-	17,800	
	221	F.A.I.R. Program (221)	-	50,000	-	50,000	
	223	Subdivision Tree (223)	-	2,000	-	2,000	
	224	Wireless 911 (224)	-	2,500	-	2,500	
	225	Petro UST (225)	-	1,000	-	1,000	
	226	Police Donation (226)	-	100	-	100	
	233	Quiet Zone Maintenance (233)	-	5,000	-	5,000	
	259	A.R.R.A. Program (259)	-	1,000	-	1,000	
	260	Federal Fire Grant (260)	-	1,000	-	1,000	
	262	Law Enforcement Trust (262)	-	2,500	-	2,500	
	263	Federal Equity Share (263)	-	25,000	-	25,000	
	264	Local Coronavirus Relief (264)	-	-	-	-	
	265	Local Corona Relief (265)	-	-	-	-	
	280	Safety / Service (280)	690,500	915,000	305,000	1,910,500	
		<b>Total Special Revenue Funds</b>	<b>3,123,100</b>	<b>3,240,500</b>	<b>429,400</b>	<b>6,793,000</b>	

EXHIBIT A		CITY OF MACEDONIA		December 9, 2021		2021 Amended Annual	
Fund Category	Fund #	Fund Name or Department	Personal Service	Other	Transfers & Advances	Total	
Debt Service	301	General Obligation Bond Retirement (301)	-	1,240,800	-	1,240,800	
	302	Special Assessment Bond Retirement (302)	-	287,300	-	287,300	
	304	Other Debt - (OPWC, State Infrastructure Bank, leases) (304)	-	1,066,700	-	1,066,700	
		Total Debt Service Funds	-	2,594,800	-	2,594,800	
Capital Project	401	Capital Improvement (401)	-	1,789,400	543,500	2,332,900	
	405	Road Program (405)	-	1,467,000	1,316,400	2,783,400	
	423	Municipal Property (423)	-	160,000	25,000	185,000	
	424	Longwood Park Improvements (424)	-	900	-	900	
	427	Manor House Renovation (427)	-	25,000	-	25,000	
	470	Summit Pointe TIF (470)	-	650,000	-	650,000	
	471	The Avenue TIF (471)	-	-	44,200	44,200	
	472	Macedonia Shoppes TIF (472)	-	-	7,500	7,500	
	473	Maguire Property TIF (473)	-	-	10,400	10,400	
	474	Ambassadors Football TIF (474)	-	-	-	-	
	475	Culver's TIF (475)	-	-	13,700	13,700	
	476	KFC TIF (476)	-	-	9,700	9,700	
		Total Capital Project Funds	-	4,092,300	1,970,400	6,062,700	
Non-Budgetary	206	Parks & Recreation Trust (206)	-	165,000	-	165,000	
	702	Revolving Payroll Escrow	-	-	-	-	
	710	Escrow Deposits	-	-	-	-	
	711	Mayor's Court	-	-	-	-	
	712	Community Room Deposits	-	-	-	-	
	714	JEDD Northfield Center (714)	-	500,000	-	500,000	
	715	Mayor's Court Bond	-	-	-	-	
	725	Refund Program	-	-	-	-	
	780	Boston Hts EMS Collection	-	-	-	-	
	Total Non-Budgetary Funds	-	665,000	-	665,000		
	Total All Funds	12,816,300	14,977,100	5,234,800	33,028,200		
				27,793,400			
Transfers		General (101) to Retirement Reserve (104)			100,000		
		General (101) to Technology Advancement (106)			140,000		
		General (101) to Street Construction (201)			900,000		
		General (101) to Parks & Recreation (204)			-		
		General (101) to Family Recreation Center (205)			475,000		
		General (101) to Parks & Recreation Trust (206)			100,000		
		General (101) to General Bond Retirement (301)			220,000		
		General (101) to Other Debt (304)			400,000		
		General (101) to Capital Improvements (401)			500,000		
		General (101) to Road Program (405)			-		
		General (101) to Municipal Property (423)			-	2,835,000	
		Permissive License Tax (203) to Road Program (405)			124,400		
		Safety Services (280) to General Bond Retirement (301)			305,000		
		Road Program (405) to General Bond Retirement (301)			675,400		
		Road Program (405) to Other Debt (304)			641,000		
		Municipal Property (423) to Manor House (427)			25,000		
		The Avenue TIF (471) to Road Program (405)			44,200		
		Macedonia Shoppes TIF (472) to Road Program (405)			7,500		
		Maguire Property TIF (473) to Road Program (405)			10,400		
	Culver's TIF (475) to Road Program (405)			13,700			
	KFC TIF (473) to Road Program (405)			9,700			
	Total Transfers			-	1,856,300	4,691,300	
Advances		General Fund (101) to Special Assessment Bond Retirement Fund (302)			-		
		General Fund (101) to Capital Improvement Fund (401)			-		
		Capital Improvement Fund (401) to General Fund (101)			543,500		
	Total Advances				543,500		
	Total Transfers & Advances					5,234,800	

# Memorandum

Date: December 1, 2021

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

From: John M. Veres, CPA  
Director of Finance

RE: Amended Annual Appropriations Ordinance – December 9, 2021

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

- 1) Funds 101, 105, 204, 205, 405 – Income taxes increased based upon collections to date.
- 2) General (101) – added \$75,000 for Senior grant received. Added \$41,471 to Local Gov't revenue per receipts from Summit County.
- 3) Capital Improvement (401) – added \$75,000 transfer in from General (101).
- 4) JEDD (714) – adjusted income taxes based upon collections to date.

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

- 5) General (101) – Transfer out increased for #3 above. Added \$50,000 to Senior Programs to create a \$50,000 purchase order for remainder of the \$75,000 grant.
- 6) Family Rec Ctr (205) – added \$10,000 for capital item.
- 7) Safety / Service (280) – added \$15,000 for misc equipment, an add'l \$21,000 for a bucket truck and an add'l \$20,000 toward the purchase of two tow motors.
- 8) Capital Improvement (401) – added \$110,000 for a senior van.
- 9) JEDD Northfield Center (714) – adjusted 50/50 sharing of income tax based upon collections to date.

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

Thank you.

## CITY OF MACEDONIA

changes

## 2021 Amended Appropriations

December 9

	<u>Fund #</u>		
<b>Beginning Estimated RESTRICTED Unencumbered Cash Balance</b>	all other		4,295,000
<b>Beginning Estimated UNRESTRICTED Unencumbered Cash Balance</b>	101-106		<u>4,896,300</u>
	<b>ALL</b>		9,191,300
<b>Revenue and Other Receipts</b>			
Municipal Income Tax Funds (101, 105, 204, 205)		<u>10,626,200</u>	
Property Tax	101, 213	2,105,000	
Local Government	101	170,700	
Tax Increment Financing (TIF) Revenue	471-476	84,900	
Safety / Service	280	1,650,000	
Road Program	405	1,843,800	
Other Income Funds (101, 105, 201, 204, 205, 301, 302, 401)		<u>6,269,300</u>	
Total Revenue			22,749,900
<b>Expenses and Other Disbursements</b>			
General	101	<u>13,586,700</u>	
Refund Program	103	200,000	
Retirement Reserve	104	150,000	
Technology Advancement	106	140,000	
Street Construction Maintenance & Repair	201	1,987,700	
Parks & Recreation	204	582,500	
Family Recreation Center	205	<u>1,453,200</u>	
Safety / Service	280	<u>1,605,500</u>	
			(19,705,600)
Trust / Agency Funds (206, 702 - 715) Revenue		<u>558,000</u>	
Trust / Agency Funds (206, 702 - 715) Expense		<u>665,000</u>	(107,000)
Other Funds (103, 202, 203, 207-265, 422-427, 470) Revenue		3,273,900	
Other Funds (103, 202, 203, 207-265, 422-427, 470, 471-476) Expense		<u>1,571,600</u>	<u>1,702,300</u>
Balance available for Debt Service, Capital Improvements, Road Program & Other Costs			4,639,600
<b>Debt Service</b>			
General Bond Retirement	301	1,240,800	
Special Assessment Bond Retirement	302	287,300	
Other Debt	304	<u>1,066,700</u>	
			(2,594,800)
Balance available for Capital Improvements and Other Costs			2,044,800
<b>Capital Improvements</b>			
Departmental & Other Items from Five Year Capital Plan	401		<u>(1,789,400)</u>
<b>Road Program</b>			
Road Program & Storm Sewer Maintenance	405	851,000	
Other	405	<u>616,000</u>	(1,467,000)
Safety / Service borrowing	280		-
Capital Improvements borrowing	401		420,000
Right In / Right Out borrowing	405		580,000
Estimated Unencumbered Cash Increase (Decrease)			<u>(211,600)</u>
<b>Ending RESTRICTED Unencumbered Cash Balance - Estimated</b>	all other		4,758,400
<b>Ending UNRESTRICTED Unencumbered Cash Balance - Estimated</b>	101-106		<u>4,221,200</u>
	<b>ALL</b>		<u>8,979,600</u>

CITY OF MACEDONIA			CERTIFICATE OF ESTIMATED RESOURCES							COVID-19	APPROPRIATIONS			transfers
2021 Estimated Resources & Appropriations			ACTUAL	ADD	ADD changes	ADD	ADD changes	EQUALS	Description	Sect.	SUBTRACT changes	EQUALS ESTIMATED	Unencumbered Balance	advances
2021 Amended Appropriations														December 9
Fund #	Fund Description	Type	Unencumbered Balance 01/01/2021	General Property Tax	Local Gov't	Income Tax	Other Sources	2021 Total Resources	Description	Sect.	2021 Appropriations	Unencumbered Balance 12/31/2021	OPWC/lease debt	
														new debt Description
101	General	Gov'tl	3,708,323.75	1,952,219.00	212,436.21	9,491,600.00	rev-other tr in 5. - adv in 37. 543,500.00 est rev 87,000.00 4,114,700.00	3,484,200.00	19,479,278.96		1. 13,586,700.00 tr out 1. 2,835,000.00 adv out 1. - 16,421,700.00	3,057,578.96		
102	Emergency Reserve	Gov'tl	500,000.00				tr in 1. -		500,000.00		tr out 2. -	500,000.00		
103	Unclaimed Monies	Trust	13,421.71				est rev -		13,421.71		3. 1,000.00	12,421.71		
104	Retirement Reserve	Gov'tl	550,000.00				tr in 1. 100,000.00		650,000.00		4. 150,000.00	500,000.00		
105	Refund Program	Gov'tl	124,158.42			268,400.00	est rev -		392,558.42		5. 200,000.00	192,558.42		
106	Technology Advancement	Gov'tl	395.36				tr in 1. 140,000.00		140,395.36		6. 140,000.00	395.36		
201	S.C.M & R	Sp Rev	345,143.71				est rev 890,000.00 tr in 1. 900,000.00 1,790,000.00		2,135,143.71		7. 1,987,700.00	147,443.71		
202	State Highway	Sp Rev	20,071.40				est rev 50,500.00		70,571.40		8. 55,000.00	15,571.40		
203	Permissive License Tax	Sp Rev	6,353.83				est rev 124,400.00		130,753.83		tr out 9. 124,400.00	6,353.83		
204	Parks & Recreation	Sp Rev	263,586.77			433,100.00	est rev 104,000.00 tr in 1. - 104,000.00		800,686.77		10. 582,500.00	218,186.77		
205	Family Recreation Center	Sp Rev	53,552.63			433,100.00	est rev 725,000.00 est rev 26,300.00 tr in 1. 475,000.00 1,226,300.00		1,712,952.63	NOPEC grant	11. 1,453,200.00	259,752.63		
206	Parks & Recreation Trust	Trust	11,576.32				est rev 58,000.00 tr in 1. 100,000.00 158,000.00		169,576.32		12. 165,000.00	4,576.32		
207	Spirit of Macedonia	Sp Rev	36,763.87				est rev 25,000.00		61,763.87		13. 35,000.00	26,763.87		
210	Water Maintenance & Expansion	Sp Rev	397,761.18				est rev 125,000.00		522,761.18		14. 250,000.00	272,761.18		
212	Motor Vehicle License Tax	Sp Rev	31,890.32				est rev 100,000.00		131,890.32		15. 115,000.00	16,890.32		
213	Police Pension	Sp Rev	9,895.00	152,760.00			est rev -		162,655.00		16. 162,300.00	355.00		
215	Indigent Drivers	Sp Rev	6,093.21				est rev -		6,093.21		17. -	6,093.21		
216	Drug Law Enforcement	Sp Rev	36,520.49				est rev 5,000.00		41,520.49		18. 5,000.00	36,520.49	\$2,500 capital items	
217	Law Enforcement Education	Sp Rev	26,615.01				est rev 2,500.00		29,115.01		19. 2,500.00	26,615.01	\$2,500 capital items	
218	CDBG Block Grant	Sp Rev	8,153.30				est rev 2,000.00		10,153.30		20. 2,000.00	8,153.30		
220	Mayor's Court Computer	Sp Rev	19,290.69				est rev 8,000.00		27,290.69		21. 17,800.00	9,490.69		
221	F.A.I.R. Program	Sp Rev	26,642.38				est rev 50,000.00		76,642.38		22. 50,000.00	26,642.38		
223	Subdivision Tree	Sp Rev	115.00				est rev 2,000.00		2,115.00		23. 2,000.00	115.00		
224	Wireless Emergency 911	Sp Rev	14,902.55				est rev -		14,902.55		24. 2,500.00	12,402.55		
225	Petro Underground Storage Tanks	Sp Rev	9,900.00				est rev -		9,900.00		25. 1,000.00	8,900.00		
226	Police K-9 Donation	Sp Rev	1,266.46				est rev -		1,266.46		26. 100.00	1,166.46		
233	Quiet Zone Maintenance	Sp Rev	19,073.71				est rev 1,000.00		20,073.71		27. 5,000.00	15,073.71		
259	A.R.R.A. Grant	Sp Rev	5,416.40				est rev -		5,416.40		28. 1,000.00	4,416.40		
260	Federal Fire Grant	Sp Rev	14,044.11				est rev - tr in 1. - -		14,044.11		29. 1,000.00	13,044.11		



CITY OF MACEDONIA			CERTIFICATE OF ESTIMATED RESOURCES						COVID-19	APPROPRIATIONS			transfers	
2021 Estimated Resources & Appropriations			ACTUAL	ADD	ADD	ADD		ADD	EQUALS			SUBTRACT	EQUALS	advances
2021 Amended Appropriations			Unencumbered	General	Local	Income		Other	2021			2021	Unencumbered	gen'l obligation debt
December 9			Balance	Property Tax	Gov't	Tax		Sources	Total	Description	Sect.	Appropriations	Balance	spec assess debt
Fund #	Fund Description	Type	01/01/2021				est rev		Resources				12/31/2021	OPWC/lease debt
														new debt
														Description
262	Law Enforcement Trust	Sp Rev	17,914.42				est rev	-	17,914.42		30.	2,500.00	15,414.42	
263	Federal Equitable Share	Sp Rev	89,987.33				est rev	-	89,987.33		31.	25,000.00	64,987.33	\$7,500 capital items
264	Local Coronavirus Relief	Sp Rev	-				est rev	-	-		31a.	-	-	
265	Local Corona Relief	Sp Rev	-				est rev	-	-		31b.	-	-	
266	Local Fiscal Recovery	Sp Rev	-				est rev	628,500.00	628,500.00		31c.	-	628,500.00	
280	Safety / Service	Sp Rev	1,075,344.76			1,650,000.00	borrow	-	2,725,344.76		32.	690,500.00	814,844.76	wages & benefits
												741,000.00		capital items
												174,000.00		RITA fees / OH muni fees + other
											tr out 32.	305,000.00		aerial tower debt + 800 mhz radios
												1,910,500.00		
301	General Bond Retirement	Debt	52,249.64				est rev	-	1,252,649.64		33.	-	11,849.64	800 mhz radios
							tr in 1.	220,000.00				125,000.00		aerial tower
							tr in 32.	305,000.00				180,000.00		\$9M 2018 bonds
							tr in 38.	675,400.00				675,400.00		70% 2010 bonds
								1,200,400.00				260,400.00		
												1,240,800.00		
302	Special Assess Bond Retirement	Debt	45,744.39				est rev	290,000.00	335,744.39		34.	287,300.00	48,444.39	
							adv in 1.	-			adv out 34.	-		
								290,000.00				287,300.00		
304	Other Debt	Debt	48,015.06				tr in 1.	400,000.00	1,089,015.06		36.	486,700.00	22,315.06	
							tr in 38.	580,000.00				580,000.00		
							tr in 38.	61,000.00				1,066,700.00		
								1,041,000.00						
401	Capital Improvements	Cap	792,285.07				borrow	420,000.00	2,375,085.07	Service - lease to buy	37.	420,000.00	42,185.07	lease to buy purchases
							tr in 1.	500,000.00				245,400.00		Family Rec parking lot
							est rev	393,500.00		NEORS & CC Share		393,500.00		Guadeloupe
							est rev	200,000.00		NEORS & CC Share		200,000.00		Valley View Rd ditch
							est rev	35,000.00		NEORS & CC Share		35,000.00		EPA compliance
							est rev	34,300.00		Cleveland Water		77,400.00		Ledgeview water mn Chg Order
							adv in 1.	-				418,100.00		Dept capital purchases
								1,582,800.00			adv out 37.	543,500.00		
												2,332,900.00		
405	Road Program	Cap	480,288.01		1,573,800.00		tr in 1.	-	3,113,988.01		38.	-	330,588.01	'21 Rd/Highland VV/Empire/Other
							tr in 9.	114,400.00		Permissive Tax		182,500.00		Highland - S.Bedford to Empire
							tr in 9.	10,000.00		Permissive Tax		10,000.00		Road materials/N Freeway
							tr in 44.	44,200.00				135,000.00		Road pavement markings
							tr in 45.	7,500.00				55,000.00		storm water projects
							tr in 46.	10,400.00				85,000.00		Road Program
							tr in 47.	-				766,000.00		LED street lighting
							tr in 48.	13,700.00				48,000.00		RITA retainer / OH muni fees
							tr in 49.	9,700.00				45,000.00		Right in / Right out - monument sign
							tr in 50.	-				130,500.00		Highland - S.Bedford to Empire
							tr in 52.	-				10,000.00		Right in / Right out - Note P&I
							tr in 53.	-				580,000.00		OPWC Ledge 2048/View 2038
							est rev	10,000.00		OPWC - Highland	tr out 38.	61,000.00		\$9M 2018 Roads Bond 2038
							borrow	580,000.00			tr out 38.	675,400.00		
							est rev	120,000.00		NEORS CC Share		2,783,400.00		
							est rev	140,000.00		close 2020 PO's				
								1,059,900.00						

CITY OF MACEDONIA			CERTIFICATE OF ESTIMATED RESOURCES						COVID-19	APPROPRIATIONS			transfers	
2021 Estimated Resources & Appropriations			ACTUAL	ADD	ADD changes	ADD	ADD changes	EQUALS	Description	Sect.	SUBTRACT changes	EQUALS ESTIMATED	Unencumbered Balance	advances
2021 Amended Appropriations														December 9
Fund #	Fund Description	Type	Unencumbered Balance 01/01/2021	Unencumbered Balance 01/01/2021	Unencumbered Balance 01/01/2021	Unencumbered Balance 01/01/2021	Unencumbered Balance 01/01/2021	Unencumbered Balance 01/01/2021	Unencumbered Balance 01/01/2021	Unencumbered Balance 01/01/2021	Unencumbered Balance 01/01/2021	Unencumbered Balance 01/01/2021	OPWC/lease debt	
														new debt
														Description
423	Municipal Property	Cap	38,067.97				tr in 1. - est rev 1,500,000.00 1,500,000.00	1,538,067.97		40. tr out 40. 160,000.00 25,000.00 185,000.00		1,353,067.97		transfer to Manor House Fund 427
424	Longwood Park Improvements	Cap	5,912.31				est rev -	5,912.31		41. 900.00		5,012.31		
427	Manor House Renovation	Cap	26.27				est rev - tr in 40. 25,000.00 25,000.00	25,026.27		42. 25,000.00		26.27		\$25,000 donation spending
470	Summit Pointe TIF	Cap	0.01				est rev 650,000.00	650,000.01		43. 650,000.00		0.01		
471	The Avenue TIF	Cap	253.95				est rev 44,000.00	44,253.95		tr out 44. 44,200.00		53.95		
472	Macedonia Shoppes TIF	Cap	354.18				est rev 7,200.00	7,554.18		tr out 45. 7,500.00		54.18		
473	Maguire Property TIF	Cap	160.76				est rev 10,300.00	10,460.76		tr out 46. 10,400.00		60.76		
474	Ambassadors Football TIF	Cap	-				est rev -	-		tr out 47. -		-		
475	Culver's TIF	Cap	78.61				est rev 13,700.00	13,778.61		tr out 48. 13,700.00		78.61		
476	KFC TIF	Cap	52.38				est rev 9,700.00	9,752.38		tr out 49. 9,700.00		52.38		
477	Cleanland TIF	Cap	-				est rev -	-		tr out 50. -		-		
478	Big Carrot TIF	Cap	-				est rev -	-		51. -		-		
479	Peak Nano TIF	Cap	-				est rev -	-		tr out 52. -		-		
480	Ohio State Waterproofing TIF	Cap	-				est rev -	-		tr out 53. -		-		
702	Revolving Payroll Funds	Agency	90,790.19				est rev -	90,790.19		54. -		90,790.19		
710	Escrow Deposits	Agency	69,101.13				est rev -	69,101.13		55. -		69,101.13		
711	OBBC Deposits	Agency	1,006.04				est rev -	1,006.04		56. -		1,006.04		
712	Community Room Deposits	Agency	3,248.75				est rev -	3,248.75		57. -		3,248.75		
714	JEDD Northfield Center	Agency	118,545.15			500,000.00	est rev -	618,545.15		58. 500,000.00		118,545.15		
715	Mayors Court Bond	Agency	896.14				est rev -	896.14		59. -		896.14		
	Totals		9,191,250.10	2,104,979.00	212,436.21	14,350,000.00		16,190,900.00	42,049,565.31	= Beg Bal + Resources	33,028,200.00	9,021,365.31		
	Total Resources					55.20%		32,858,315.21	Total 2021 generated Resources			-		
							13,850,000.00	25,995,015.21	Total 2021 Estimated Revenue					



ORIGINATOR: BUILDING DEPARTMENT

SPONSOR: Ventura

**CITY OF MACEDONIA  
ORDINANCE NO. 80 -2021**

**AN ORDINANCE  
AMENDING SECTION 1365.08(c) OF THE CITY OF MACEDONIA CODIFIED  
ORDINANCES RELATIVE TO THE REGULATION OF MOTOR VEHICLES IN THE  
MAINTENANCE STANDARDS PORTION OF THE BUILDING CODE**

**WHEREAS**, the City’s Building Commissioner has recommended that Chapter 1365 “Property Maintenance” of the City’s Codified Ordinances be amended to incorporate portion(s) of the International Property Maintenance Code and its Commentary on motor vehicles. Said Commentary is attached hereto and incorporated herein by reference as Exhibit “A”; and

**WHEREAS**, it is hereby deemed necessary and in the best interest of the health, safety and welfare of the City and its residents to amend subsection “(c)” of Section 1365.08 of the City of Macedonia, Ohio Codified Ordinances so as to incorporate portions of the International Property Maintenance Code commentary concerning maintenance standards for the outdoor storage of motor vehicles.

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

**Section 1.** That Section 1365.08(c) of the Codified Ordinances of the City of Macedonia shall be amended as follows:

**1365.08 EXTERIOR PROPERTY AREAS.**

No owner, operator or tenant of any premises shall maintain or permit to be maintained at or on the exterior property areas of such premises any condition which deteriorates or debases the appearance of the neighborhood, adversely alters the appearance and general character of the neighborhood, creates a fire, safety or health hazard, or which is a public nuisance, including but not limited to the following:

\* \* \*

(c) Out-of-use or nonusable, dilapidated appliances, trailers, motor vehicles and parts and boats. Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept, stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth. A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure that is designed and approved for such purposes.

\* \* \*

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

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

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

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

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

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

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

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

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

This section provides a mechanism for removal of weeds on neglected or abandoned properties after proper notice has been given to the responsible owner or agent (see Sections 107 and 108.3). It is important that the code official act quickly in requiring weed removal to prevent the weeds from contributing to a blight condition that could eventually become a harbor for pests and rodents.

All noxious weeds are prohibited; however, each community has different weeds that are considered noxious. The code official should confer with the state or local agricultural agent to become familiar with weeds that are noxious in his or her community.

Cultivated flowers and gardens are not considered to be weeds. The word "cultivated" is important. Cultivated is defined as "to loosen or dig (soil) around growing plants." Uncultivated gardens should be treated the same as weeds and tall grasses.

**302.5 Rodent harborage.** All structures and *exterior property* shall be kept free from rodent harborage and *infestation*. Where rodents are found, they shall be promptly exterminated by *approved* processes which will not be injurious to human health. After pest elimination, proper precautions shall be taken to eliminate rodent harborage and prevent reinfestation.

❖ Rodents carry disease organisms in their feces and on their bodies. The code official must require the extermination of all rodents by approved processes. All harborage areas should be eliminated by removing piles of rubbish, towing or repairing inoperable cars and cutting back weeds. Garbage should be stored in solid containers with tight-fitting lids and disposed of regularly.

**302.6 Exhaust vents.** Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another *tenant*.

❖ There are three common problems associated with exhaust vent discharges:

- Odor problems caused from exhaust gases emanating from business and industrial properties;
- Noise problems created by exhaust vents; and
- Health and safety problems created by exhausts that contain hazardous or potentially hazardous discharge.

To reduce these problems, exhaust vents are prohibited from discharging directly on abutting or adjacent public and private property.

**302.7 Accessory structures.** All accessory structures, including *detached* garages, fences and walls, shall be maintained structurally sound and in good repair.

❖ Accessory structures must be maintained in accordance with the criteria established by this section. Property owners often give detached garages, sheds,

fences, retaining walls and similar structures a lower maintenance priority than the primary structure; thus, these structures are frequently in disrepair. A thorough inspection of all property areas and accessory buildings is necessary to identify violations of the code and to improve a neighborhood's appearance.

**302.8 Motor vehicles.** Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any *premises*, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an *approved* spray booth.

**Exception:** A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and *approved* for such purposes.

❖ Improper storage of inoperable vehicles can be a serious problem for a community. The vehicles are unsightly, clutter the neighborhood, provide a harborage for rodents and are an attractive nuisance for children.

This section establishes criteria for acceptable vehicle storage. No inoperable or unlicensed vehicles are permitted on a property unless approved in other regulations adopted by the community. This regulation addresses two problems associated with vehicle storage and repair:

- The blighting influence that improperly stored inoperable vehicles have on a neighborhood; and
- The neighborhood mechanic who attempts to operate a vehicle repair business from home.

Major vehicle repairs are permitted, but only if the work is performed in a structure designed and approved for such use. Of course, this regulation does not affect the storage of vehicles on property that complies with applicable zoning or license requirements, such as repair garages, salvage yards and similar establishments.

**302.9 Defacement of property.** No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti.

It shall be the responsibility of the *owner* to restore said surface to an *approved* state of maintenance and repair.

❖ Graffiti, carving and damage is a problem that plagues exterior surfaces of walls, fencing and sidewalks in cities and towns of all sizes. This problem begins as an eyesore and can result in serious consequences, including declining property values and degradation of the structures' ability to repel rain and snow.

It must be the responsibility of the owner to restore said surface to an approved state of maintenance and repair.

COMMENTARY

ORIGINATOR: ADMINISTRATION

SPONSOR: Brandt

**CITY OF MACEDONIA  
ORDINANCE NO. 81-2021**

**AN ORDINANCE**

**AUTHORIZING THE MAYOR, BUILDING COMMISSIONER, SERVICE DIRECTOR, AND FINANCE DIRECTOR TO ESTABLISH PROCEDURES FOR AND ENGAGE IN THE PROCESS OF LETTING ONE OR MORE CONTRACTS WITH ONE OR MORE QUALIFIED ENTITIES FOR DESIGN AND CONSTRUCTION OF A SERVICE BUILDING AS SET FORTH WITHIN THE OHIO REVISED CODE RELATED TO DESIGN-BUILD CONTRACTING FOR THE PURPOSES OF THE CONSTRUCTION OF A NEW SERVICE BUILDING AND SALT DOME, AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH BIALOSKI CLEVELAND TO ASSIST THE CITY AS ITS CRITERIA ARCHITECT TO ACCOMPLISH THE SAME**

**WHEREAS**, Ohio law allows for municipalities to engage in a variety of methods to accomplish public infrastructure improvements, such as design-build and the process set forth in Chapter 153 of the Ohio Revised Code; and

**WHEREAS**, newer project delivery models may result in efficiencies in the contracting process and substantial cost savings, and it is in the City's best financial interest to employ the design-build project delivery system for design and construction of a new service building and salt dome; and

**WHEREAS**, Macedonia has a need for the construction of a new service building and salt dome for the operations of the City of Macedonia Service Department, as it currently operates out of a variety of make-shift and aging structures not centrally located within the City and which are currently in need of significant and costly repair; and

**WHEREAS**, the City desires to utilize processes set forth in the Ohio Revised Code, including Chapter 153 thereof, in order to accomplish the construction of a new service building and salt dome through the design build process, and further desires to utilize the services of Bialoski Cleveland as set forth in the proposal set forth in the document attached as Exhibit "A" and incorporated herein by reference to provide all Criteria Architect/Engineer (C-A/E) services necessary to represent the City in the construction of a new service garage and salt dome using the design/build contracting method, which proposal was selected through the request for proposal attached hereto as Exhibit B and incorporated herein by reference; and

**WHEREAS**, pursuant to the Consitution of the State of Ohio and the Revised Code, municipalities have the power of local self-government.

**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, Building Commissioner, Service Director, and Finance Director may establish procedures for and engage in the process of letting one or more contracts

with one or more qualified entities for the design and construction of a new service building and salt dome under the design-build project delivery system without the necessity of traditional competitive building.

**Section 2.** That the Mayor is further authorized to enter into an agreement to utilize Bialoski Cleveland as set forth in the proposal set forth in the document attached as Exhibit “A,” as the best proposal received by the City to provide all Criteria Architect/Engineer services necessary to represent the City in the construction of a new service garage and salt dome using the design/build contracting method.

**Section 3.** 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 4.** 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



6555 Carnegie Ave.  
Cleveland, OH 44103

P 216 752 8750

November 5, 2021

Mayor Nicholas Molnar  
City of Macedonia  
9691 Valley View Rd  
Macedonia, Ohio 44056

RE: Letter of Agreement (LOA) for Criteria Architect/Engineer as Owner's  
Representative Services

SUBJ: City of Macedonia – Service Garage and Salt Dome Project

Dear Mayor Molnar,

Dave and I enjoyed meeting you and, John, Robert, and Joe last Wednesday and look forward to getting to work with you to make this important project a reality. We are pleased to provide this Letter of Agreement for professional services for the Criteria Architect/Engineer as Owner's Representative services required for a new, approximately 18,000 square foot service garage and 350 ton capacity salt dome project located on an approximately 8-acre site at 1634 East Aurora Road in Macedonia, Ohio. We will provide services to develop a conceptual design and budget for the project scope indicated in your initial request for Proposalsto be used to solicit this project's design/build team.

Bialosky Cleveland will provide a conceptual design, guidance, and project leadership throughout the design/build process from conceptual design through construction and project closeout. We will create a conceptual design document that represents a clear articulation of the vision and goals of the project, a firm understanding of its opportunities and constraints, an inspiring vision of the facility, and a budget for its implementation. The Bialosky Team will create a conceptual design with technical criteria that will be developed into a bridging document to be used for publicly bidding the project with a design-build construction delivery method. We will work with the city to bid the project, review and advise the City during the design and construction documents phases, then serve in the role of the Owner's representative during the construction phase.

A more specific description of the services we will provide for this project is as follows:

#### **Site Planning & Concept Design**

The primary goals of the planning and conceptual design are to help unlock the potential of this site and express the vision for this facility. The outcome of this first phase will be a planning document that represents the following: a clear articulation of the vision and

goals of the project; a firm understanding of the site opportunities and constraints; and an inspiring vision of the potential facility.

1. Research - Conduct research into the history of the site, record municipal zoning requirements, and search for similar case study projects for which to compare and contrast.
2. Programming - Meet with Mayor Molnar and other city officials to determine the needs of the project and review and record existing facilities.
3. Document - Create background drawings from existing documentation to be provided by CVE, the city's civil engineer, and a site visit.
4. Analyze - Before envisioning new opportunities for the site, analyze the physical attributes of the site (especially those that can be integrated in the new design) and illustrate the potential tangible or non-tangible relationships to the surrounding context.
5. Envision - Draft a preliminary design concept
6. Validate - Test preliminary massing with the resulting program to validate which plan is the preferred way forward then select a singular, refined master plan.
7. Finalize - Develop the preliminary site and building massing to create 1 rendered site plan and 1 perspective massing view that illustrate the design concept and finalize this first phase of the project.

Planning and Conceptual Design are the foundation of the entire project and will require strong collaboration between the Owner and Architect. Weekly in-person or web conferences are anticipated with The City of Macedonia. We have found this to be an appropriate pace for master planning that allows the owners to provide timely feedback and for the design to progress productively.

### **Building Conceptual Design**

The conceptual design for the building will illustrate the aesthetics, scale, and relationships of the project's components. This design will result in a baseline document for the design for major concepts and systems with collaboration between the Architect, Civil Engineer, Structural Engineer, Mechanical/Plumbing Engineer, and Electrical Engineer, and the Owner, and Owner's consultants.

1. Continue development of conceptual site plan and create building floor plans and exterior elevation design.
2. The Architect shall make suggestions for the exterior and interior materials.
3. Provide one 3-dimensional perspective rendering of the building exterior.
4. Provide preliminary design concept for Structural systems.
5. Provide Mechanical and Electrical engineering design criteria.
6. Provide equipment list
7. Provide estimate of probable construction cost.
8. Provide preliminary critical path project schedule.
9. Provide a conceptual design set of documents (drawings and descriptive outline specifications) to describe the project's scope for bidding.
10. Collaborate with City to create the written portion of the bid documents including specification 'front-end' and sample design-build contract. We assume the City's Law Department will provide the initial standard draft of the written bid documents and form of contract to us in MS Word format for editing to make it specific to this project.
11. Facilitation of bid process including evaluation of bids and assistance with best value selection and negotiation of Guaranteed Maximum Price.
12. The Conceptual Design fee includes a total of 3 meetings with the Owner. Any additional meetings will be considered an additional service.

## Design Development through Construction Administration

Beginning with the Design Development phase of the project, our role will become that of Owner's Representative. The architectural and engineering services for these phases of the project will be provided by the successful Design-Build team and will encompass further definition and coordination and finalization of the architectural design and the structural, mechanical, electrical systems based on the Schematic Design we will create. We will monitor their activities during construction, per Section 4 of the City's RFP, and advise you during the process to ensure that the facility is designed and constructed to the appropriate level of quality in accordance with recognized industry and sustainability standards.

### Fees

We propose to provide the A/SMEP and cost estimating services described above for a fixed fee of **\$80,000**. These fees will be billed to the Owner monthly based on our progress on a phase-by-phase basis as indicated below. The fees do not include reimbursable expenses which will be billed in addition to the fees.

**Conceptual Design & Bidding: \$58,000**

**Design/CD Phase: \$10,000**

**Construction Phase: \$12,000\***

\*Fee is based on a 12-month maximum construction duration. All services provided after 12 months will be billed as an additional service on an hourly basis.

Hourly rates for additional services by Bialosky + Partners, Architects, LLC when authorized by you in advance are indicated as follows:

#### Architectural & Interior Design

Senior Principal	\$ 285.00/hour
Principal	\$ 205.00/hour
Associate Principal	\$ 165.00/hour
Senior Project Manager/Spec Writer	\$ 150.00/hour
Project Manager/Senior Designer	\$ 130.00/hour
Architect/ Designer	\$ 115.00/hour
Intern 3/Designer	\$ 105.00/hour
Intern 2	\$ 90.00/hour
Sr. Graphic Designer	\$ 95.00/hour
Intern 1/Graphic Designer	\$ 80.00/hour
College Intern/Co-op	\$ 75.00/hour
Administrative 2	\$ 125.00/hour
Administrative 1	\$ 80.00/hour

#### MEP Engineering

Sr. Engineer	\$ 185.00/hour
Sr. Engineering Designer	\$ 160.00/hour
Engineer	\$ 140.00/hour
Jr. Engineer	\$ 110.00/hour
Technician	\$ 85.00/hour
College Intern/Co-op	\$ 75.00/hour



The hourly billing rates presented in this letter are effective until December 31, 2022 and are subject to adjustment based on our increases in personnel and overhead costs.

**Consultants**

Services of the following consultants are included in this proposal:

- Structural Engineering (I.A, Lewin & Associates)
- MEP Engineering (Bialosky Cleveland)
- Cost Estimating (John G. Johnson Construction)

**Schedule**

We understand the City’s goal for project completion by the end of 2022. Construction, under optimal circumstances, could occur in 11-12 months but supply chain and labor challenges have been slowing and adding costs to most of our recent projects. The design and construction documents phase will require 3-4 months minimum prior to that. To plan for this likelihood, we believe the first or early second quarter of 2023 is a more likely completion time frame.

A more detailed timeline follows:

<b>Conceptual Design</b>	6	Weeks
<b>Bid &amp; Award</b>	4	Weeks
<b>Design</b>	8	Weeks
<b>Construction Documents</b>	8	Weeks
<b>Subcontractor Bidding &amp; Permit</b>	4	Weeks
<b>Construction</b>	52	Weeks
<b>TOTAL</b>	<b>82</b>	<b>Weeks</b>

**Other Conditions**

1. Services of the following consultants are not currently included in the base contract. We assume that these will be Owner provided or we can arrange to add them to the design team as necessary.
  - Geo-Technical Engineering
  - Environmental Engineering
  - Civil Engineering (By CVE under contract directly with the Owner)
  - Surveying
  - Traffic Consulting
  - LEED/Sustainability Consulting
  - Laboratory or site construction phase testing
  - Telecom system design (Design of backbone and routing is included in base services but wiring and devices are assumed to be designed by the Owner’s vendors.)
  - Audio/Visual Systems Consulting
  - Security Consulting

Thank you for your consideration in reviewing this Letter of Agreement. If you have any suggestions for modifying it to better suit your needs, feel free to contact me at any time. Otherwise, please sign where indicated below and on the attached Terms & Conditions and return them to me for our records. We look forward to working together with you and your staff at The City of Macedonia on this important project.

Respectfully Submitted,



Paul S. Deutsch, AIA, LEED AP  
Principal, COO

APPROVED:

By: \_\_\_\_\_  
City of Macedonia

Title: \_\_\_\_\_

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

Attachments: Bialosky Cleveland Standard Terms and Conditions  
Certificates of Insurance

**ARTICLE 1 INITIAL INFORMATION**

- 1.1. Where used herein BIALOSKY shall mean Bialosky and Partners, Architects, LLC dba Bialosky Cleveland and not William Bialosky, Architect dba Bialosky New York, a separate business entity not a party to this Agreement.

**ARTICLE 2 STANDARD OF CARE**

- 2.1. BIALOSKY will provide professional services, as set forth in the attached proposal and these terms and conditions, consistent with the professional skill, care, and judgement ordinarily provided by Architects and Engineers currently practicing in the same locality under similar circumstances.

**ARTICLE 3 SCOPE OF BASIC SERVICES**

- 3.1. Basic Services of BIALOSKY are as outlined in the attached proposal and as described in Article 3. Where provisions of the attached proposal conflict with provisions in these Terms and Conditions the provisions in the proposal shall govern.
- 3.2. BIALOSKY shall coordinate its services with those services provided by the Owner and the Owner's consultants. BIALOSKY shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. BIALOSKY shall provide prompt written notice to the Owner if BIALOSKY becomes aware of any error, omission or inconsistency in such services or information.
- 3.3. BIALOSKY shall advise and consult with the Owner during the Construction Administration Phase, if it is included in the proposal. BIALOSKY shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall BIALOSKY be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. BIALOSKY shall be responsible for the negligent acts or omissions of BIALOSKY, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- 3.4. If evaluation of the work is included in the proposal, BIALOSKY shall visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, BIALOSKY shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, BIALOSKY shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
- 3.5. BIALOSKY has the authority to reject Work that does not conform to the Contract Documents and shall have the authority to require inspection or testing of the Work. However, neither this authority nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of BIALOSKY to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- 3.6. If Contractor payment application review is included in the proposal, BIALOSKY shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

BIALOSKY'S certification for payment shall constitute a representation to the Owner, based on BIALOSKY'S evaluation of the Work as provided in Section 3.4 and on the data comprising the Contractor's Application for Payment, that, to the best of BIALOSKY'S knowledge, information and belief, the Work has progressed to the point indicated, and the quality of the Work is in accordance with the Contract Documents.

- 3.7. The issuance of a Certificate for Payment shall not be a representation that BIALOSKY has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- 3.8. If Construction Administration is not included in the proposal, the Owner understands that by not retaining BIALOSKY for construction observation services, there may be misinterpretations of the Construction Documents during construction, which may lead to errors and subsequent damage. If the Owner has elected to proceed with the Project without BIALOSKY providing construction observation services, the Owner agrees to indemnify and hold-harmless BIALOSKY against any and all claims, damages, awards and cost defense, which may arise out of or relate to such election.

**ARTICLE 4 ADDITIONAL SERVICES**

- 4.1. Additional Services are services not included in the attached proposal but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site representation beyond requirements of Section 3.4, value analysis, quantity surveys, interior architectural design, planning of tenant or retail spaces, inventories of materials or equipment, preparation of record drawings, commissioning, LEED Certification, fast-track design services, and any other services not otherwise included in the attached proposal or these terms and conditions.
- 4.2. Upon recognizing the need to perform the following Additional Services, BIALOSKY shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. BIALOSKY shall not proceed to provide the following Additional Services until BIALOSKY receives the Owner's written authorization:
- 4.2.1. Services necessitated by a change to previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- 4.2.2. Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- 4.2.3. Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

- 4.2.4. Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
  - 4.2.5. Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
  - 4.2.6. Preparation of renderings or models beyond what is specified in the attached proposal;
  - 4.2.7. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
  - 4.2.8. Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where BIALOSKY is party thereto;
  - 4.2.9. Consultation concerning replacement of Work resulting from fire or other cause during construction;
  - 4.2.10. Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by BIALOSKY;
  - 4.2.11. Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service; or,
  - 4.2.12. Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- 4.3. If, during the term of this Agreement, circumstance or conditions that were not originally contemplated by or known to BIALOSKY are revealed, to the extent that they affect the scope of service, compensation, schedule, allocation of risks or other material terms of this Agreement, BIALOSKY may call for re-negotiation of appropriate portions of this Agreement. BIALOSKY shall notify the Owner and the Owner shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.
- 4.4. BIALOSKY may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of BIALOSKY, any Additional Services provided in accordance with Article 4 shall entitle BIALOSKY to compensation and an appropriate adjustment in BIALOSKY'S schedule.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

- 5.1. Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- 5.2. The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 6; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify BIALOSKY. The Owner and BIALOSKY shall thereafter agree to a corresponding change in the Project's scope and quality.
- 5.3. The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve submittals made by BIALOSKY in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of BIALOSKY'S services.
- 5.4. The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project. The surveys shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed

restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

- 5.5. The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.
- 5.6. The Owner shall coordinate the services of its own consultants with those services provided by BIALOSKY. Upon BIALOSKY'S request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of BIALOSKY in the attached proposal, or authorize BIALOSKY to furnish them as an Additional Service, when BIALOSKY requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.
- 5.7. The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- 5.8. The Owner shall furnish all legal, insurance and accounting services, including auditing services, which may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- 5.9. The Owner shall provide prompt written notice to BIALOSKY if the Owner becomes aware of any fault or defect in the Project, including deficiencies in the services of BIALOSKY or errors, omissions or inconsistencies in BIALOSKY'S Instruments of Service.
- 5.10. The Owner shall include BIALOSKY in all communications with the Contractor that relate to or affect BIALOSKY'S services or professional responsibilities. The Owner shall promptly notify BIALOSKY of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with BIALOSKY'S consultants shall be through BIALOSKY.
- 5.11. Before executing the Contract for Construction, the Owner shall coordinate BIALOSKY'S duties and responsibilities set forth in the Contract for Construction with the Construction Administration services set forth in the attached proposal and these terms and conditions. The Owner shall provide BIALOSKY a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
- 5.12. The Owner shall provide BIALOSKY access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide BIALOSKY access to the Work wherever it is in preparation or progress.

## ARTICLE 6 COST OF THE WORK

- 6.1. The Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by BIALOSKY and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of BIALOSKY; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- 6.2. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by BIALOSKY, represent the judgment of BIALOSKY as design professionals. It is recognized, however, that neither BIALOSKY

nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, BIALOSKY cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by BIALOSKY.

- 6.3. In preparing estimates of the Cost of Work, BIALOSKY shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. BIALOSKY'S estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.
- 6.4. If at any time the estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, BIALOSKY shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with BIALOSKY in making such adjustments.
- 6.5. If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
  - 6.5.1. give written approval of an increase in the budget for the Cost of the Work;
  - 6.5.2. authorize rebidding or renegotiating of the Project within a reasonable time;
  - 6.5.3. terminate in accordance with Section 9.4;
  - 6.5.4. in consultation with BIALOSKY, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
  - 6.5.5. implement any other mutually acceptable alternative.

#### ARTICLE 7 COPYRIGHTS AND LICENCES

- 7.1. BIALOSKY and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- 7.2. BIALOSKY and its consultant(s) shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of BIALOSKY and its consultant(s).
- 7.3. BIALOSKY grants to the Owner a nonexclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. BIALOSKY shall obtain similar nonexclusive licenses from BIALOSKY'S consultant(s) consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If BIALOSKY rightfully terminates this Agreement for cause as provided in Section 9.3, the license granted in this Section 7.3 shall terminate.
- 7.4. In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases BIALOSKY and its consultant(s) from all claims and

causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless BIALOSKY and its consultant(s) from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.4. The terms of this Section 7.4 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.3.

- 7.5. Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of BIALOSKY. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to BIALOSKY and its consultant(s).
- 7.6. Except as otherwise stated in Section 7.3 and 7.4, the provisions of this Article 7 shall survive the termination of this Agreement.

#### ARTICLE 8 CLAIMS AND DISPUTES

- 8.1. The Owner and BIALOSKY shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation.
- 8.2. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 8.3. If the parties do not resolve a dispute through mediation pursuant to this Section 8.1, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

#### ARTICLE 9 TERMINATION OR SUSPENSION

- 9.1. If the Owner fails to make payments to BIALOSKY in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at BIALOSKY'S option, cause for suspension of performance of services under this Agreement. If BIALOSKY elects to suspend services, BIALOSKY shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, BIALOSKY shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay BIALOSKY all sums due prior to suspension and any expenses incurred in the interruption and resumption of BIALOSKY'S services. BIALOSKY'S fees for the remaining services and the time schedules shall be equitably adjusted.
- 9.2. If the Owner suspends the Project, BIALOSKY shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, BIALOSKY shall be compensated for expenses incurred in the interruption and resumption of services. BIALOSKY'S fees for the remaining services and the time schedules shall be equitably adjusted.
- 9.3. Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 9.4. The Owner may terminate this Agreement upon not less than seven days' written notice to BIALOSKY for the Owner's convenience and without cause.
- 9.5. If the Owner terminates this Agreement for its convenience pursuant to Section 9.4, or BIALOSKY terminates this Agreement pursuant to Section 9.3, the Owner shall compensate BIALOSKY for services performed prior to



termination, reimbursable expenses incurred, and costs attributable to termination.

9.6. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

10.1. This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

10.2. The Owner and BIALOSKY, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor BIALOSKY shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to BIALOSKY by the Owner prior to the assignment.

10.3. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or BIALOSKY.

10.4. It is intended by the parties to this Agreement that BIALOSKY'S services in connection with the project shall not subject BIALOSKY'S individual employees or members to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against BIALOSKY, an Ohio Limited Liability Company and not against any of BIALOSKY'S individual employees or members.

10.5. **Limitation of Liability:** In recognition of the relative risks and benefits of the Project both the Owner and BIALOSKY, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of BIALOSKY and BIALOSKY'S officers, partners, employees, and consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of BIALOSKY and BIALOSKY'S officers, partners, employees, and consultants shall not exceed \$250,000 or BIALOSKY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

10.6. **Betterment:** If, due to BIALOSKY'S negligence, a required item or component of the Project, is omitted from BIALOSKY'S construction documents, BIALOSKY shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will BIALOSKY be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

10.7. **Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor BIALOSKY, their respective officers, partners, employees, consultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

10.8. **Hazardous Materials:** Unless otherwise required in this Agreement, BIALOSKY shall have no responsibility for the discovery, presence, handling, removal or disposal of, or

exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

10.9. BIALOSKY shall have the right to include photographic or artistic representations of the design of the Project among BIALOSKY'S promotional and professional materials. The Owner shall provide professional credit for BIALOSKY in the Owner's promotional materials for the Project. This Section 10.9 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.3.

10.10. The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable.

**ARTICLE 11 COMPENSATION**

11.1. Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable thirty (30) days from the date of BIALOSKY'S invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at 1.5% per month (18% per annum).

11.2. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by BIALOSKY and BIALOSKY'S consultants directly related to the Project, as follows:

11.2.1. Transportation and authorized out-of-town travel and subsistence;

11.2.2. Project web sites, and extranets;

11.2.3. Permitting and other fees required by authorities having jurisdiction over the Project;

11.2.4. Outside printing, reproductions, and plots;

11.2.5. Postage, handling, and delivery;

11.2.6. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

11.2.7. Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,

11.2.8. Other similar Project-related expenditures.

11.3. For Reimbursable Expenses the compensation shall be the expenses incurred by BIALOSKY and BIALOSKY'S consultants plus ten percent 10% of the expenses incurred, except for in-house printing, which shall be billed at the following rates:

11.3.1. 8 1/2 x 11 black and white copies \$ 0.25 ea.

11.3.2. 8 1/2 x 11 color copies \$ 1.50 ea.

11.3.3. Black and white plots \$ 1.00/s.f.

11.3.4. Color plots \$ 4.00/s.f.

11.4. The Owner shall not withhold amounts from BIALOSKY'S compensation to impose a penalty or liquidated damages on BIALOSKY, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless BIALOSKY agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

11.5. **Disputed Invoice:** If the Owner objects to any portion of an invoice, the Owner shall so notify BIALOSKY in writing within (10) calendar days of receipt of the invoice. The Owner shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with Section 11.1. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with Article 8.

APPROVED:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The James B. Oswald Company 1100 Superior Avenue, Suite 1500 Cleveland OH 44114	<b>CONTACT NAME:</b> Steven Galica <b>PHONE (A/C. No. Ext):</b> 216-306-0047 <b>E-MAIL ADDRESS:</b> sgalica@oswaldcompanies.com		<b>FAX (A/C. No):</b> 216-839-2815	
	<b>INSURER(S) AFFORDING COVERAGE</b>			
<b>INSURED</b> Bialosky + Partners Architects 6555 Carnegie Avenue #201 Cleveland OH 44103	BIALO-1	<b>INSURER A :</b> XL Specialty Insurance Co.		<b>NAIC #</b> 37885
		<b>INSURER B :</b> Travelers Property Casualty Company Of America		25674
		<b>INSURER C :</b>		
		<b>INSURER D :</b>		
		<b>INSURER E :</b>		
<b>INSURER F :</b>				

**COVERAGES**

CERTIFICATE NUMBER: 1566061526

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Al Primary & <input checked="" type="checkbox"/> Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	680-8P691923-21-47	3/31/2021	3/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Al-Primary	Y	Y	BA-5R149022-21-47-G	3/31/2021	3/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP-0S991298	3/31/2021	3/31/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Excludes Professional \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			680-8P691923-21-47	3/31/2021	3/31/2022	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER Ohio Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made Retro Date: 01/01/1952	N	Y	DPR9975672	3/31/2021	3/31/2022	Each Claim \$ 5,000,000 Aggregate \$ 5,000,000 Pollution & Envir. Liab. Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured and Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.

**CERTIFICATE HOLDER****CANCELLATION**

Specimen  
 For Purposes of Evidencing  
 Coverage Only  
 Cleveland OH 44120

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/30/2021

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<b>PRODUCER</b> The James B. Oswald Company 1100 Superior Avenue, Suite 1500 Cleveland OH 44114	<b>CONTACT NAME:</b> Steven Galica <b>PHONE (A/C. No. Ext):</b> 216-306-0047 <b>E-MAIL ADDRESS:</b> sgalica@oswaldcompanies.com		<b>FAX (A/C. No):</b> 216-839-2815
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Bialosky + Partners Architects 6555 Carnegie Avenue #201 Cleveland OH 44103	BIALO-1	<b>INSURER A:</b> Travelers Property Casualty Company Of America <b>NAIC #</b> 25674	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 2081542836

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> All Primary & <input checked="" type="checkbox"/> Non-Contributory GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	680-8P691923-21-47	3/31/2021	3/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured and Waiver of Subrogation as designated above is provided when required of the Named Insured by written contract or agreement.

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AUTHORIZED REPRESENTATIVE

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## City of Macedonia, Ohio

### Request for Proposals for *Criteria Architect/Engineer Services*

*as*

### *Owner Representative*

*for a*

### *Service Garage and Salt Dome using Design/Build Contracting Method*

**Submission Deadline - 4:00 PM on September  
16, 2021**

#### **Table of Contents**

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#### **A. Introduction**

The City of Macedonia invites architectural firms and consultants to submit proposals to provide all Criteria Architect/Engineer (C-A/E) Services necessary to represent the owner in the construction of a new Service Garage and Salt Dome using the design/build contracting method.

- The selected Criteria Architect/Engineer (C-A/E) will represent the interests of the City of Macedonia as its owner representative before and during the Design/Build method construction contract. Scope of work will include:
  - Defining the project scope, cost, and schedule for the Design/Build contract and
  - Ensuring that the facility/site design, quality of building systems, materials, and workmanship are executed through the design/build contract in accordance with recognized industry and sustainability standards.
- The Criteria Architect/Engineer (C-A/E) is an independent consultant for the City of Macedonia providing services as defined by the Ohio Facilities Construction Commission.

- The Criteria Architect/Engineer (C-A/E) will not be the “architect of record” and is precluded from a role on the design/build contract team.

The City anticipates the consultation services of the selected firm will begin in Fall 2021 with project completion in late 2022.

Eight (8) paper copies of the proposal and one (1) electronic copy shall be submitted to the Mayor’s Office, c/o Diana Augustine, 9691 Valley View Road, Macedonia, Ohio, no later than 4:00 pm on **September 16, 2021**.

## **B. Scope of Project**

The project site is approximately eight acres in size, and is situated between a structure known as the Longwood Manor House (located at 1634 East Aurora Road), and the wooded parcel to the east of the Manor House, within the City of Macedonia, Ohio. An analysis of the existing, four buildings and structures located throughout the City currently being utilized by the Service Department have been identified as incapable of supporting continued current use by the Service Departments as a result of age and deteriorating conditions. As such, a new facility is needed to maintain Service Department services for the community.

The City intends for the City Service Department to continue operating from the current buildings and structures while the replacement facility is constructed.

The project includes:

- Environmental assessment in preparation of following new construction;
- Constructing an approximate 18,000 square-foot Service Garage including
  - 25 vehicle bays,
  - 4 mechanics’ bays,
  - Cold storage,
  - Shop area,
  - Sign shop area, and
  - Office, locker rooms, bathrooms, and a lunchroom;
- Constructing a 350 ton capacity Salt Dome of approximately 850 square feet;
- Developing the current approximately 8-acre site located at 1634 East Aurora Road, Macedonia, Ohio, as well as the adjacent area to be used for staging. Scope includes but is not limited to:
  - Rework and repair of under and above ground utility lines,
  - Provision for gas fueling station, water & fuel tanks, outdoor material storage, dumpsters, and cold storage for other municipal vehicles,
  - Paved access to facilities and parking

**C. Scope of Services: Criteria A/E & Owner Representative**

**Criteria Architecture/Engineer Services as Owner Representative**

- Primary: Architecture
- Secondary: Mechanical, Electrical, Plumbing, Structural, Civil

**As a minimum, the scope of services shall include:**

1. Providing **Consultation** to the City during pre-construction activities as the City finalizes the scope of the project. Services could include, but are not necessarily limited to:
  - a. Identifying phased approach to develop site
  - b. Advising the City on best approach to functioning on site before & during construction
2. Providing **Criteria Architect/Engineer program verification design services** for the City for Design/Build Contract Bid Documents including but not limited to:
  - a. Defining program of site and facilities
  - b. Identifying and facilitating site condition verification, if needed, for design/build contract, i.e. site survey, Phase 1 environmental site assessment, soil borings, etc.
  - c. Verifying condition of existing facility
  - d. Defining other design criteria to appropriately communicate design intent
  - e. Evaluating local regulatory issues
  - f. Coordinating environmental approvals
  - g. Evaluating opportunities to utilize enhances sustainable building systems and materials
  - h. Evaluating long term operating costs of building systems - life cycle cost analysis
  - i. Identifying building healthy and sustainable construction processes
  - j. Defining requirements through schematic design plans, elevations, and basic envelope materials and material quality standards
  - k. Defining fire protection information plans, structural, mechanical (HVAC) and electrical systems
  - l. Preparing preliminary critical path schedule
  - m. Preparing total Design/Build Contract and total cost estimates
3. Provide **Criteria Architect/Engineer selection support services** for Design/Build Contract
  - a. Preparing RFQ and RFP contract documents utilizing Criteria A/E prepared project definition and design

- b. Incorporate by reference in contract documents the applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required by City
  - c. The Design/Build Contract should include project overview; project timing; performance program requirements; submittal, testing and inspection, substitution, and warranty requirements; environmental requirements and site information; proposal requirements, proposal evaluation criteria, contract type
  - d. Facilitating bid process
  - e. Assistance with Guaranteed Maximum Price (GMP) negotiation
  - f. Assistance with Best Value selection of Design/Build team
4. Provide **Criteria Architect/Engineer design and construction observation services** for Design/Build Contract
- a. Monitoring design and verifying contracts standard compliance
  - b. Monitoring construction process and progress for contract compliance
  - c. Review & advising of DD & CD documents
  - d. Manage third party agreements
  - e. Project accounting
  - f. Change order reviews
  - g. Reviewing payment requests
  - h. Drawdown management, monthly status reports
  - i. Construction testing, surveying, geotechnical testing
  - j. Site inspection
  - k. Post occupancy evaluation

The selected firm will be responsible for working in cooperation with pertinent City Officials, the City Service Director, and the City Engineer.

Estimated selection schedule and project completion is as follows:

- |   |                        |
|---|------------------------|
| o RFP Issue   | August 31, 2021        |
| o Owner Representative Proposal due                 | September 16, 2021     |
| o Informal Interviews                               | September/October 2021 |
| o Selection and Contract Negotiation                | October 2021           |
| o Criteria Architect/Engineer Contract Commencement | October/November 2021  |
| o Design/Build Contract Project Completion          | December 2022          |

The City anticipates a Criteria Architect/Engineer services maximum fee of \$80,000 dollars.

#### **D. Content of Proposals**

In order to facilitate evaluation of the proposals, the respondent is instructed to be concise and to include in the Proposal the following information:

1. Letter of Transmittal include name, title, address and telephone number of the individual(s) with authority to contractually bind the company and also the person who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information
2. Brief organization profile, including background and experience of the firm and contract consultants, as well as depth of professional personnel
3. Qualifications and experience of persons who will be performing the work
  - a. Identify proposed Principal in Charge of project
  - b. Identify proposed Project Manager - primary contact and service provider
  - c. Identify other pertinent professionals
4. Previous experience including reference contact information, for projects that are similar in scope to the project described herein that demonstrate pertinent firm and individual experience. Identify no less than 3 or more than 5 projects with:
  - a. Providing services equal to Criteria Architect/Engineering Services including developing design/build contract bid documents with sustainable design criteria
  - b. Design/build projects
  - c. Sustainable building design
  - d. Similar public project type
5. Cost estimating and scheduling track record of similar projects identified
6. Projected project schedule

Firms may contact Diana Augustine at the Mayor's Office to schedule a site visit at [daugustine@macedonia.oh.us](mailto:daugustine@macedonia.oh.us).

## **E. Proposal Evaluation and Selection**

The City of Macedonia evaluation committee will evaluate proposals based on, but not necessarily limited to, the following considerations:

1. The proposal's responsiveness to the RFP -
2. Relevant Experience and technical competence in order of importance,
  - a. Criteria Architect / Engineering Services
  - b. Design/Build Projects
  - c. Service Garage
  - d. Public Projects
  - e. Sustainable Design
  - f. Similar Project Type
3. Qualifications and experience of project manager and other personnel committed to the project.

4. Cost estimating track record – including change orders
5. Schedule track record
6. Projected project schedule
7. The ability and commitment to complete the project within the approved schedule

Once the highest quality proposals have been identified, the City will schedule informal interviews with a short list of the highest rated firms within the next month.

#### **F. Proposal Submission Deadline**

All responses to this RFP must be received in a sealed envelope and clearly marked “CITY OF MACEDONIA CRITERIA ARCHITECT/ENGINEER SERVICES AS OWNER REPRESENTATIVE” by 4:00PM on September 2, 2021 to be eligible for consideration. Proposals shall be submitted to:

Diana Augustine, Mayor’s Executive Assistant  
9691 Valley View Road  
Macedonia, Ohio 44056

Please submit eight (8) paper copies and one (1) electronic copy of the Request for Proposal.

#### **G. City Limitations of Liability**

The City of Macedonia assumes no responsibility or liability for costs incurred by Proposers in responding to this RFP or in responding to any further request for interviews, additional data, etc.

Proposals that do not include the information required in Sections D, F, and H may be considered as unresponsive and not considered further by the City.

The City may, before or after proposal opening and in its sole discretion, clarify, modify, or amend this RFP if the City determines it is in the City’s best interest. Any such action shall be effected by a posting on the City’s website, [www.macedonia.oh.us](http://www.macedonia.oh.us). Each respondent is responsible for checking the City’s website to determine if the City has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.

The City reserves the right to reject any or all proposals. The City further reserves the right to negotiate with the selected consultant a final Scope of Services that best meets the needs of the City.

#### **H. Conditions of Submission**

When signing the letter of transmittal and submitting a proposal the principal of the Firm submitting agrees that the proposal is submitted and the work will be undertaken in accordance with the following conditions and understandings:

1. The proposal shall include name, title, address and telephone number of the individual(s) with authority to contractually bind the company and the person who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.
2. Signed statement stating that proposal is made without collusion with any person, firm, or corporation associated with officials or staff of the City of Macedonia.
3. The firm awarded this contract must provide a current Certificate of Insurance at the commencement of work, with the following requirements submitting proposals must obtain and maintain liability insurance as follows:
  - a. Commercial General Liability with a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate
  - b. Automobile Liability with a combined single limit of \$1,000,000
  - c. Worker's Compensation and Employer's Liability as required by the State of Ohio
  - d. Professional Liability (errors and omissions coverage) with a minimum of \$1,000,000 per claim / \$5,000,000 annual aggregate. Professional consultants to maintain separate professional liability insurance of \$1,000,000 per claim/annual aggregate.
4. The Firm has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract.
5. The proposal will be valid for a minimum of ninety (90) days from the date of submission.

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