



June 11, 2024

TO: Council Members
Mayor Molnar
Directors
Staff
Media

From: Clerk of Council

RE: **AGENDA – Work Session & Regular Meeting: Thursday, June 13, 2024**
“Council Office Hour” with Councilor Ventura: 6:45pm
Work Session: 7:15pm
Council Meeting: 7:30pm

I. **ROLL CALL**

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

III. **APPROVAL OF MINUTES** [J. BRANDT, J. GARVAS]

Thursday, May 23, 2024 – Regular Council Meeting

IV. **PUBLIC COMMENTS**

V. **CORRESPONDENCE**

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

RES.NO. 40 - 2024 [D. FINLEY, J. TULLEY]

A RESOLUTION AUTHORIZING THE DISPOSITION OF CERTAIN MUNICIPAL PROPERTY BY THE CITY OF MACEDONIA POLICE DEPARTMENT IN ACCORDANCE WITH MACEDONIA CODIFIED ORDINANCE § 121.05 AND OHIO REVISED CODE § 721.15

1st Read
2nd Read
3rd Read

ORD.NO. 41 - 2024 [J. GARVAS, V. VENTURA]

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ATLANTIC EMERGENCY SOLUTIONS, INC. FOR THE PURCHASE OF A FIRE ENGINE/PUMPER FOR THE CITY'S FIRE DEPARTMENT

1st Read
2nd Read
3rd Read

ORD.NO. 42 - 2024 [J. TULLEY, D. FINLEY]

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DPD CONSTRUCTION & ENGINEERING GROUP, LLC FOR THE MACEDONIA SIDEWALK PROGRAM FOR CALENDAR YEAR 2024

1st Read
2nd Read
3rd Read

VII. MOTIONS/OTHER LEGISLATIVE ACTION

- **Motion to accept the following donations to the City of Macedonia, Ohio, for Police Department purposes:**
 - **\$60.00 in donations from Judith Johnson;**
 - **\$20.00 gift card donation from Jade Hilton Tipten; and**
 - **\$50.00 donation from Sue Zeman on behalf of the Our Lady of Guadalupe Young at Hearts Club**
 - **A treadmill, rower, and stair stepper, having a total value of approximately \$14,500 donated by Planet Fitness [V. Ventura, J. Garvas]**

VIII. MAYOR'S REPORT

IX. COMMITTEE REPORTS

X. DEPARTMENT REPORTS

Service Department:	Director Daniel Wilson
Engineer Department:	Director Joe Gigliotti
Parks & Recreation Department:	Director Jason Chadock
Finance Department:	Director John Veres
IT Department:	Director Kyle Collins
Building Department:	Commissioner Nino Monaco
Human Resources Department:	Director Annette Smith
Fire Department:	Chief Brian Ripley
Police Department:	Chief Vince Yakopovich
Law Department:	Director Mark Guidetti

XI. UNFINISHED BUSINESS

XII. NEW BUSINESS

XIII. ADJOURNMENT [J. BRANDT, J. TULLEY]

June

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

***Public Comment for those not able to attend in-person at the June 13th Council Meeting should be sent to Clerk of Council Jon Hoover at jhoover@macedonia.oh.us . Public comment must be received no later than the close of business on June 12th, 2024 and will be subsequently made available to the public.**

***Note ***

- 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 YouTube. The link to access will be available on the City of Macedonia’s website www.macedonia.oh.us

June							2024
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
						1	
2	3	4	5	6 Mayor’s Court	7	8	
9	10	11	12	13 Mayor’s Court City Council Work Session + Meeting	14	15	
16	17 Planning Commission	18	19 City Offices Closed for Juneteenth	20 Mayor’s Court	21	22	
23	24	25	26	27 Mayor’s Court CANCELLED – City Council Work Session + Meeting	28	29	
30							

Record of Proceedings
Regular Council Meeting
May 23rd, 2024

1 Presiding Officer, Mayor Nicholas Molnar called the May 23rd, 2024 regular Council meeting to order at
2 7:30p.m.

3
4 **Present:** Council members Jessica Brandt, Dave Finley, Jan Tulley and Vini J. Ventura. Also
5 present: Law Director Mark Guidetti and Clerk of Council Jon Hoover.

6 **Absent:** Council member Jeff Garvas

7
8 **INVOCATION & PLEDGE OF ALLEGIANCE**

9
10 **APPROVAL OF MINUTES:**

11
12 Ms. Brandt moved, second by Ms. Tulley, to **approve the minutes of the regular meeting of May 9,**
13 **2024 as received from the Clerk of Council.** The motion carried by a majority voice vote. Councilors
14 Brandt, Tulley and Ventura voting in the affirmative. Councilor Finley abstained.

15
16 **PUBLIC COMMENTS:** None

17
18 **CORRESPONDENCE:** Mr. Ventura shared an invitation to attend the Emergency Assistance Center
19 open house at their new location on Thursday, June 20 from 1-7pm.

20
21 **INTRODUCTION, READINGS & ADOPTION OF LEGISLATION**

22
23 **RESOLUTION NO. 37-2024**

24 A RESOLUTION ADOPTING ALTERNATE TAX BUDGET INFORMATION FOR THE CITY OF
25 MACEDONIA, OHIO FOR FISCAL YEAR 2025, AND SUBMITTING THE SAME TO THE
26 SUMMIT COUNTY AUDITOR was offered by Mr. Ventura for its **first, second and third readings by**
27 **title only.** Seconded by Ms. Brandt. The motion carried unanimously by a voice vote.

28
29 Dir. Veres stated this is an annual task all communities do, which is the tax budget submitted to the
30 County used to set millage for property taxes next year.

31
32 Mr. Ventura moved, second by Ms. Brandt, to **adopt RES.NO. 37-2024 and post the same according to**
33 **law.** Motion carried by a majority voice vote. Councilors Brandt, Tulley and Ventura voting in the
34 affirmative. Councilor Finley voting in the negative. **RES.NO. 37-2024 declared and adopted.**

35
36 **RESOLUTION NO. 38-2024**

37 A RESOLUTION AUTHORIZING THE CITY ENGINEER TO PREPARE PLANS, BIDS AND
38 SPECIFICATIONS, AND FURTHER AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS,
39 FOR PHASE II OF THE CITY-WIDE SIGNAGE PROJECT was offered by Mr. Finley for its **first,**
40 **second and third readings by title only.** Seconded by Mr. Ventura. The motion carried unanimously
41 by a voice vote.

42
43 The Mayor shared this project has been budgeted for and is part of an effort to upgrade and modernize
44 welcome signs at entrances to the City. Two signs, like what was recently installed at the Commons, will
45 be held off until next year.

46
47 Mr. Finley moved, second by Mr. Ventura, to **adopt RES.NO. 38-2024 and post the same according to**
48 **law.** Motion carried by a unanimous voice vote. **RES.NO. 38-2024 declared and adopted.**

49
50 **ORDINANCE NO. 39-2024**

51 AN ORDINANCE ESTABLISHING THE CURRENT COMPENSATION SCHEDULE FOR THE
52 NON-UNION EMPLOYEES OF THE CITY OF MACEDONIA, OHIO was offered by Ms. Tulley for its

Record of Proceedings
Regular Council Meeting
May 23rd, 2024

53 **first, second and third readings by title only.** Seconded by Ms. Brandt. The motion carried
54 unanimously by a voice vote.

55
56 Dir. Chadock stated this legislation allows his department to do a small staff restructuring. There is a
57 current recreation supervisor vacancy, which he would like to leave vacant and split those duties between
58 two recreation manager positions (Marketing, Special Events and Programs, and Sports and Facilities).
59 These moves would allow them to be more efficient but also expand the aquatics. The restructuring is
60 budget neutral.

61
62 Ms. Tulley moved, second by Ms. Brandt, to **adopt ORD.NO. 39-2024 and post the same according to**
63 **law.** Motion carried by a unanimous voice vote. **ORD.NO. 39-2024 declared and adopted.**

64
65 **MOTIONS / OTHER LEGISLATIVE ACTION:** None

66
67 **MAYOR'S REPORT**

68
69 ~Summerfest is June 7-8
70 ~Career Day at Nordonía High School – spoke to freshmen, along with members of the Police &
71 Fire Departments
72 ~It is National Public Works Week and National EMS Week. Their work is very much
73 appreciated
74 ~Memorial Day is Monday – remember those who served and gave their life for our freedom
75 ~Please don't drive distracted—put the phones down and drive the car

76
77
78 **COMMITTEE REPORTS**

79
80 **Parks & Recreation Commission:** Ms. Brandt stated the Commission had its May meeting last
81 Wednesday. The list of projects they'd like to see done in the future was further refined. There will be
82 no June meeting, with the July meeting tentatively scheduled for the third Wednesday in July.

83
84 **JEDD:** Mr. Ventura reported the JEDD Board met last night and approved the addition of Nordonía
85 Dental Associates into the JEDD.

86
87 **DEPARTMENT REPORTS**

88
89 **Service Department:** Director Wilson – Absent

90
91 **Engineer:** Director Gigliotti – Absent

92
93 **Parks and Recreation Department:** – Director Chadock – Thanks for passage of ORD 39-2024.
94 Happy Memorial Day! Thanks in advance to Police, Fire and Service Department staff for the help
95 during Summerfest. The Recreation Center will begin its two-week shutdown on May 27 and re-open on
96 June 10. Many projects are happening simultaneously.

97
98 Ms. Brandt asked how individuals can buy Summerfest tickets in advance during the shutdown, to which
99 Dir. Chadock responded they can on the website, but the front desk will be staffed from 8:30-4 as well.

100
101 **Finance Department:** Director Veres – July 15 is the deadline for RITA refunds, unless you have an
102 extension. Improvements are being made in the Finance Department (new furniture, reception desk,
103 flooring)

104

Record of Proceedings
Regular Council Meeting
May 23rd, 2024

105 **Building Department:** Commissioner Monaco – The Mayor noted that Mr. Rodic has retired and
106 welcomed back Commissioner Monaco.

107
108 Commissioner Monaco shared the Planning Commission met on May 20 and preliminary conditional
109 approval for a PUD will be continued to address several concerns. Another agenda item was discussion
110 of a proposed 7-Brew coffee stand in the parking lot near Hobby Lobby, as well five storage silos at 775
111 E Highland Road. In the process of moving forward with the demolition of a house at 1250 Twinsburg
112 Road. Sidewalk program moving forward.

113
114 Mr. Ventura thanked Mr. Monaco for coming back and immediately resolving a residential complaint.

115
116 **IT Department:** Director Collins – 26 help desk tickets closed since the last meeting. Happy Memorial
117 Day!

118
119 **HR Department:** Director Smith – Absent

120
121 **Fire Department:** Chief Ripley – Senior Center Report: On Friday, June 7 residents of Boston Heights
122 will be included in senior services. Movie Monday returning June 10, Euchre club every other Friday.
123 Hosting Congresswoman Sykes, Judge Stormer, and County Council President Rita Darrow for a meet
124 and greet next week. Thanks to the volunteers delivering meals every Tuesday and Thursday.

125
126 There was a tanker explosion at Royal Chemical on May 15, which resulted in three injuries. Two of
127 those have been released, while the third remains in critical condition. Thanks to all that responded to the
128 scene. The accident is still under investigation and clean up crews are still there as we speak. Officer
129 Jacob Derbin of the Euclid Police Department had worked flushing hydrants for Macedonia a few
130 summers ago and was remembered as always having a smile on his face. He will be missed.

131
132 **Police Department:** Chief Yakopovich – The teams all worked well together to respond to the Royal
133 Chemical explosion quickly and safely. June 4 is the last day of school—please drive cautiously as more
134 kids will be out playing in the summer.

135
136 **Law Department:** Director Guidetti – Expecting two of the three use studies that were requested in the
137 next few weeks. Tire and mattress shop studies should be coming first, with the carwash study coming
138 somewhat later. Working on the recreational marijuana code and should have a draft on that to circulate,
139 which will be primarily based on the medical marijuana code already in place.

140
141 **UNFINISHED BUSINESS:** None

142
143 **NEW BUSINESS:** Ms. Brandt shared that Councilor Garvas and Director Wilson are attending the
144 Nordonia High School commencement ceremony and congratulated all Nordonia graduates.

145
146 There being no further business, Mr. Ventura moved, second by Mr. Finley, to **adjourn the meeting**.
147 The motion passed **unanimously** pursuant to a voice vote and the meeting was adjourned at
148 approximately 7:54p.m.

149
150 **Date:** _____

151
152
153 **Attest:** _____
154 Jon Hoover, Clerk of Council

155
156 **Mayor:** _____
157 Nicholas Molnar

ORIGINATOR: POLICE DEPARTMENT

SPONSOR: Finley

**CITY OF MACEDONIA
RESOLUTION NO. 40 - 2024**

A RESOLUTION

**AUTHORIZING THE DISPOSITION OF CERTAIN MUNICIPAL PROPERTY BY THE
CITY OF MACEDONIA POLICE DEPARTMENT IN ACCORDANCE WITH
MACEDONIA CODIFIED ORDINANCE § 121.05 AND OHIO REVISED CODE § 721.15**

WHEREAS, the City of Macedonia Police Department is in possession of certain communication and 911 equipment, including the control box and consoles from the City’s original 911 system, that is longer needed for public use, or obsolete or unfit for the use for which it was acquired (“Equipment”); and

WHEREAS, City Codified Ordinance § 121.05 as well as Ohio Revised Code § 721.15 provide for the disposition of personal municipal property, including obsolete, or unfit equipment no longer needed for public use, or for the use for which the property was acquired, including the disposition of such property via internet auction to be authorized by the legislative authority of the municipal corporation; and

WHEREAS, Council desires to dispose of the Equipment by way of internet auction pursuant to City Codified Ordinance § 121.05 as well as Ohio Revised Code § 721.15; and

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

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

Section 1. That the Chief of Police for the City of Macedonia has recommended that the outdated Equipment, currently in the possession of the City of Macedonia’s Police Department, be disposed of by internet auction after having determined that such properties are no longer needed for public use, or is obsolete or unfit for the use for which it was acquired.

Section 2. That upon review of the information and recommendation provided by the Chief of Police, Council hereby authorizes the sale of the Equipment by internet auction, such property being no longer needed for public use, or obsolete or unfit for the use for which it was acquired.

Section 3. The sale of the properties shall be conducted by the Police Chief or his designee through the following internet auction site:

GovDeals
100 Capital Commerce Blvd., Suite 110
Montgomery, AL 36117
www.govdeals.com

Section 4. The municipal property sold by internet auction shall be available for public bid for a minimum of fifteen (15) calendar days, including Saturdays, Sundays and legal holidays, allotted for bidding. If the property is not sold at internet auction, it may be disposed of by salvage or other appropriate means as determined by the Chief of Police.

Section 5. It is found and determined that all the formal action of this Council concerning and relating to the adoption of the Resolution was adopted in an open meeting of this Council, and that all deliberations of the Council, and any of its committees that resulted in such formal actions were in meetings open to the public in compliance with all legal requirements.

Section 6. 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: FIRE DEPARTMENT

SPONSOR: Garvas

**CITY OF MACEDONIA
ORDINANCE NO. 41 – 2024**

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
WITH ATLANTIC EMERGENCY SOLUTIONS, INC.
FOR THE PURCHASE OF A FIRE ENGINE/PUMPER
FOR THE CITY’S FIRE DEPARTMENT**

WHEREAS, the City of Macedonia Fire Department desires to purchase a new Pierce Manufacturing, Inc. fire engine/pumper from Atlantic Emergency Solutions, Inc. in the amount of \$1,189,197.00, at the recommendation of the Fire Chief; and

WHEREAS, any funding necessary for the purchase of the fire apparatus is to be secured through separate legislative action of Council; and

WHEREAS, it is deemed necessary and in the best interest of the health, safety and welfare of all City residents to purchase a new Pierce fire engine, with specified options, from Atlantic Emergency Solutions, Inc., through the Source Well governmental cooperative purchasing program, Contract No. 113021-OKC-1 and, as such, competitive bidding for this purchase need not be undertaken; and

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

Section 1. The Council of the City of Macedonia hereby authorizes and directs the Mayor, subject to the procurement of appropriate financing, to enter into a purchase agreement with Atlantic Emergency Solutions through the Source Well governmental cooperative purchasing program, Contract No. 113021-OKC-1, for the purchase of a new Pierce Manufacturing fire engine, with specified options, consistent with the document attached hereto as Exhibit “A” and incorporated herein by reference.

Section 2. The Director of Finance is authorized to arrange for appropriate Financing for such purchase.

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

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

PASSED: _____

EFFECTIVE: _____

POSTED: _____

MAYOR: _____
Nicholas Molnar

ATTEST: _____
Jon Hoover, Clerk of Council



This purchase agreement (together with all attachments referenced herein, collectively, the “Agreement”), made and entered into by and between Atlantic Emergency Solutions, Inc., a Virginia corporation (“Atlantic”), and City of Macedonia (“Customer”) is effective on the last signature date set forth on the signature lines below (the “Effective Date”).

1. Purchase and Payment. Customer agrees to purchase and Atlantic agrees to sell to Customer the fire apparatus (and any associated equipment) furnished by Atlantic to Customer (hereinafter referred to, collectively, to as the “Apparatus”) as more fully described in the specifications attached hereto as Exhibit A (the “Specifications”) and incorporated herein for the total purchase price of \$1,189,197.00 USD (the “Purchase Price”). Payment shall be made as set forth on Exhibit A. In the event of a conflict between the Specifications and any request for proposal, request for bid, or other Customer provided or drafted documents, the Specifications shall control. The Purchase Price does not include any applicable state, local, and/or transit rates of sales and use tax. Any discount(s), whether implied or explicit, will be applied upon delivery, acceptance, and final invoicing of Apparatus.

2. Changes to Specifications. If, subsequent to the Effective Date of this Agreement: 1) the manufacturer of the Apparatus (or a manufacturer of a component therein) makes design and/or production changes, including, but not limited to future drivetrain upgrades (such as engine, transmission or axle upgrades) (“Manufacturer Modifications”); or 2) design or production changes are made to the Apparatus to comply with any applicable government regulation (such as the Federal Motor Vehicle Safety Standards or the Environmental Protection Agency Emissions Standards) or industry standards (such as those adopted by the National Fire Protection Association) (cumulatively referred to hereinafter as “Compliance Modifications”), and if there is an increase in costs to Atlantic as a result of Manufacturer Modifications or Compliance Modifications, the Purchase Price shall be automatically adjusted to reimburse Atlantic for said costs. Atlantic shall make reasonable efforts to advise the Customer of such changes within a reasonable time and provide documentation to support any changes in price to Customer upon request. In addition, Customer and Atlantic may agree to make changes to the Specifications, but any such changes must be by written change order signed by Customer and Atlantic (“Change Order”). However, in the case of Manufacturer Modifications or Compliance Modifications resulting in additional costs to Atlantic, Atlantic may execute Changes Orders without joinder of Customer, and any such Change Orders shall be binding on Customer. Atlantic shall not be liable to Customer for any delay in performance or delivery arising from any Change Order.

3. Persistent Inflationary Environment. If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (“PPI”) has increased at a compounded annual growth rate of 5.0% or more between the month Pierce accepts our order (“Order Month”) and a month 14 months prior to the then predicted Ready For Pickup date (“Evaluation Month”), then pricing may be updated in an amount equal to the increase in PPI over 5.0% for each year or fractional year between the Order Month and the Evaluation Month. Atlantic will document any such updated price for the Customer’s approval before proceeding and provide an option to cancel the order.

4. Cancellation or Default by Customer. In the event that Customer cancels its order or otherwise breaches this Agreement by reason of non-payment or otherwise prior to delivery, Atlantic shall be permitted to retain possession and ownership of the Apparatus and shall not be obligated to deliver same to Customer. In addition, Atlantic and Customer agree that if such Customer breach were to occur, it would be difficult to determine actual damages to Atlantic. Customer acknowledges and agrees that: 1) the Apparatus is a unique and highly customized vehicle, made specifically for Customer; 2) Atlantic has invested a significant effort and incurred significant expense in the design and engineering of the Apparatus for Customer; and 3) due to its unique and customized nature, resale of the Apparatus will be difficult to a third-party without a significant loss to Atlantic. As a result, Atlantic and Customer agree that Thirty Percent (30%) of the Purchase Price is a reasonable estimate of the damages that would be incurred by Atlantic if a breach occurred in the future and shall be due and payable to Atlantic by Customer in the case of such a breach. Customer and Atlantic agree that this amount of liquidated damages is fair and reasonable and would not constitute a penalty to Customer. In the event of non-payment by Customer subsequent to delivery, Atlantic may recover full possession of the Apparatus by any lawful means, and shall be entitled to any additional damages sustained by Atlantic as a result of any diminution of value of the Apparatus resulting from use or damage thereto to the extent that such damages exceed the liquidated damages above. Atlantic shall have and retain a purchase money security interest in the Apparatus to secure payment of the Purchase Price and all other sums owed by Customer to Atlantic. In the event of nonpayment by Customer of any debt, obligation or liability now or hereafter incurred or owing by Customer to Atlantic, Atlantic shall have and may exercise all rights and remedies of a secured party under the Uniform Commercial Code Secured Transactions (UCC) provisions as adopted by the Commonwealth of Virginia. In addition, Atlantic shall be entitled to recovery from Customer all of Atlantic’s reasonable attorneys’ fees and all costs of collection resulting from non-payment or other non-performance hereunder by Customer.

5. Delivery, Inspection and Acceptance. (a) Delivery. It is estimated that the Apparatus shall be ready for delivery F.O.B. (Ohio, Macedonia) within **46-48 months** from the Effective Date of this Agreement, subject to delays caused by the Customer, delays caused by Change Order(s) or delays provided for in Paragraph 10 below. Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible. Atlantic shall advise Customer when the Apparatus is ready for delivery. (b) Inspection and Acceptance. Upon delivery, Customer shall have fifteen (15) days within which to inspect the Apparatus for substantial conformance to the Specifications. In the event of substantial and material non-conformance to the Specifications, Customer shall furnish Atlantic with written notice sufficient to permit Atlantic to evaluate such non-conformance (“Notice of Defect”) within said fifteen (15) day period. If the Apparatus is not in substantial and material conformance with the Specifications, any material and substantial defects shall be remedied by Atlantic within thirty (30) days from the Notice of Defect. In the event Atlantic does not receive a Notice of Defect within fifteen (15) days of Delivery, the Apparatus shall be deemed to be in conformance with the Specifications and fully accepted by Customer.

6. Notice. Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: 1) hand delivery; 2) registered, express, or certified mail, postage prepaid, return receipt requested; or 3) nationally-recognized commercial overnight courier.

Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109

Customer:
City of Macedonia
9691 Valley View Rd
Macedonia, Ohio 44056

7. Warranty. Any applicable warranty or warranties are attached hereto as **Exhibit B** (collectively, the “Warranty”) and made a part hereof. Any additional warranties must be expressly approved in writing by Atlantic.

8. Disclaimer of Additional Warranties. OTHER THAN AS EXPRESSLY SET FORTH IN PARAGRAPH 6 ABOVE AND **EXHIBIT B TO THIS AGREEMENT**, ATLANTIC (AS WELL AS ITS SUPPLIERS), THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, LICENSORS OR SUPPLIERS, THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES MAKE NO WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE. FURTHERMORE, ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF QUALITY, IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. CUSTOMER FURTHER ACKNOWLEDGES THAT STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.

9. Exclusions of Incidental and Consequential Damages. IN NO EVENT SHALL ATLANTIC (OR ITS SUPPLIERS) BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCURRED BY CUSTOMER (INCLUDING, BUT NOT LIMITED TO LOSS OF USE AND/OR LOST PROFITS) AS A RESULT OF ANY BREACH OF THIS AGREEMENT, WHETHER ARISING UNDER THEORIES OF BREACH OF CONTRACT, STRICT LIABILITY, STATUTORY LIABILITY, BREACH OF EXPRESS OR IMPLIED WARRANTY, NEGLIGENCE, OR OTHERWISE.

10. Indemnity. To the extent permitted by law, Customer shall indemnify, defend and hold harmless Atlantic and all of its officers, directors, employees, representatives, dealers, agents and subcontractors, from and against any and all claims, costs, judgments, liability, loss, damage, attorneys’ fees or expenses of any kind or nature whatsoever (including, but without limitation, relating to personal injury or death) caused by, resulting from, arising out of or occurring directly or indirectly in connection with Customer’s purchase, operation, ownership, installation or use of any items (including, without limitation, the Apparatus) sold or supplied by Atlantic, except only to the extent caused by the sole negligence of Atlantic.

11. Force Majeure. Atlantic shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Atlantic’s control which make Atlantic’s performance impracticable, including but not limited to, wars (declared or not), terrorism, insurrections, strikes, riots, fires, hurricanes, storms, floods, earthquakes, other acts of nature, acts of God, explosions, accidents or mechanical breakdown, acts of sabotage or vandalism, any acts of government authority, delays

or failures in transportation, inability to obtain necessary labor supplies, inability to utilize manufacturing facilities, regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, epidemics, quarantine restrictions, failure of vendors to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

12. Manufacturer's Statement of Origin. It is agreed that the manufacturer's statement of origin ("MSO") for the Apparatus covered by this Agreement shall remain in the possession of Atlantic until the entire Purchase Price has been paid. If more than one Apparatus is covered by this Agreement, then the MSO for each individual Apparatus shall remain in the possession of Atlantic until the Purchase Price for that Apparatus has been paid in full.

13. Assignment. Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party.

14. Severability. If any provision, or part hereof, of this Agreement shall be declared invalid by judicial determination or legislative action, only such provision, or part thereof, so declared invalid shall be affected, and all other provisions not consistent therewith or directly dependent thereon shall remain in force and effect.

15. Governing Law; Jurisdiction. Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the Commonwealth of Virginia. Atlantic and Customer further agree that the York County Circuit Court located in the Commonwealth of Virginia shall be the exclusive venue in the event of any litigation relating to this Agreement and/or the Apparatus.

16. Entire Agreement and Amendments. This Agreement constitutes the sole and only agreement between Atlantic and Customer relating to the Apparatus, and supersedes any prior understanding or written or oral agreements between the parties relating to the Apparatus. No amendment, modification or alteration of the terms hereof shall be binding unless the same is executed in writing, dated subsequent to the date hereof and duly executed by Atlantic and Customer.

17. Waiver. The waiver of any breach of any term or provision hereof by either party hereto shall not be considered a waiver of any other term or provision or of any other or later breach of this Agreement, regardless of the nature of such subsequent event or breach, unless such waiver is expressly stated in writing by an authorized representative of the waiving party.

18. Captions; Counterparts. The captions and paragraph numbers appearing herein are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of any paragraph, nor to in any way affect this Agreement or the interpretation or application thereof. This Agreement may be executed in duplicate counterparts which, when taken together, shall constitute one and the same Agreement.

Accepted and agreed to by:

ATLANTIC EMERGENCY SOLUTIONS, INC.

CUSTOMER: City of Macedonia

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

**SPECIFICATIONS AND
PURCHASE DETAIL FORM**

Atlantic Emergency Solutions, Inc.
Director of Order Management
12351 Randolph Ridge Lane
Manassas, Virginia 20109

Date: 5/28/2024

Customer Name: **City of Macedonia**

Quantity	Chassis Type	Body Type	Price per Unit
I	Pierce Enforcer	HDRP	\$1,189,197.00
			\$
			\$
			\$
			\$

Payment Terms: In full at the time of delivery or financed through preferred bank prior to delivery _____

Included in the contract agreement: Source Well Consortium fee. Sensible Products to organize the truck after arrival \$17,600.00, Lube system for the chassis installed after delivery to Macedonia. Pump / operational training provided by Atlantic once delivered to the department. Prebuild and final inspection meeting trips to Pierce for five department members. Performance bond included in total.

Prepayment option: If the truck is paid in full within 30 days of contract signing there is an additional savings of \$77,048.28 making the new sale price \$1,112,148.72

Specifications: A complete copy of the applicable Specifications is attached hereto and incorporated herein by this reference.

Training Requirements: Training will be provided by Atlantic Emergency Solutions.

If any portion of the Purchase Price is to be made subsequent to delivery of the Apparatus to Customer and it is necessary for Customer to obtain third-party financing for said payment, Customer shall provide Atlantic proof of the availability of financing at the time of the execution of this Agreement. All taxes, excises and levies that Atlantic may be required to pay or collect by reason of any present or future law or by any governmental authority based upon the sale, purchase, delivery, storage, processing, use, consumption, or transportation of the Apparatus sold by Atlantic to Customer shall be added to the Purchase Price and paid by Customer. All delivery prices or prices with freight allowance are based upon prevailing freight rates and, in the event of any increase or decrease in such rates, the Purchase Price will be increased or decreased accordingly. Delinquent payments shall be subject to a carrying charge equal to one and one-half percent (1.5%) per month or, if such amount exceeds that permitted under the law, then the maximum lesser percentage amount which is permitted by law.

EXHIBIT B

WARRANTY

**(A complete copy of any and all applicable warranties is attached
hereto and incorporated herein by this reference.)**

ORIGINATOR: BUILDING DEPARTMENT

SPONSOR: Tulley

**CITY OF MACEDONIA
ORDINANCE NO. 42 - 2024**

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH
DPD CONSTRUCTION & ENGINEERING GROUP, LLC FOR THE
MACEDONIA SIDEWALK PROGRAM FOR CALENDAR YEAR 2024**

WHEREAS, it has already been deemed necessary and in the best interest of the health, safety and welfare of all the City and its residents to repair and make improvements to various sidewalks located within the City of Macedonia; and

WHEREAS, the City previously advertised for bids for a contract concerning various sidewalk repair and improvement work for the City’s 2024 Sidewalk Program; and

WHEREAS, pursuant to law, bids were received and opened by the City in accordance with the published schedule, and the City Building Commissioner has reviewed and recommended that the bid received from DPD Construction & Engineering Group, LLC be accepted as the lowest and best bid; and

WHEREAS, it is found and determined that the bid of DPD Construction & Engineering Group, LLC is the lowest and best bid with regard to the 2024 Sidewalk Program, and Council therefore wishes to authorize the Mayor to enter into a contract with DPD Construction & Engineering Group, LLC for such 2024 Sidewalk Program repairs and improvements as the lowest and best bid.

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

Section 1. That the Mayor is authorized to accept the bid of DPD Construction & Engineering Group, LLC as the lowest and best bid in regard to the 2024 Sidewalk Program for certain sidewalk repairs and improvements within the City of Macedonia as set forth in the documents attached hereto and incorporated by reference as Exhibit “A,” and to enter into a contract with DPD Construction & Engineering Group, LLC to accomplish the same.

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

Section 3. Wherefore, this Ordinance 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

BID TABULATION
2024 SIDEWALK PROGRAM
CITY OF MACEDONIA

DATE: MAY 3, 2024
CVE JOB NO. 24154 Engineer's Estimate: \$210,000.00

ITEM	DESCRIPTION	UNIT	QTY.	Bishop Bros Supply & Transit		DPD Construction & Engineering Group, Inc.	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	4" CONCRETE WALK	SF	10,564	\$11.00	\$116,204.00	\$11.75	\$124,127.00
2	6" CONCRETE WALK	SF	224	\$11.50	\$2,576.00	\$18.00	\$4,032.00
3	CONCRETE CURB RAMP	SF	680	\$12.00	\$8,160.00	\$25.00	\$17,000.00
4	ODOT 608 CONCRETE WALK, TYPE A	SF	680	\$12.00	\$8,160.00	\$12.50	\$8,500.00
5	CASTING ADJUSTED TO GRADE	EACH	2	\$500.00	\$1,000.00	\$50.00	\$100.00
6	MANHOLE CASTING ADJUSTED TO GRADE	EACH	3	\$500.00	\$1,500.00	\$100.00	\$300.00
7	IRRIGATION SYSTEM REPAIR ALLOWANCE	LUMP	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
8	ADDITIONAL MOBILIZATION	EACH	5	\$100.00	\$500.00	\$100.00	\$500.00
9	INSPECTION FEE ALLOWANCE	LUMP	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
TOTAL PROJECT COST				TOTAL	\$165,600.00	TOTAL	\$182,059.00
				DAYS TO COMPLETE: 120 days		DAYS TO COMPLETE: 60 calendar days	
				EARLIEST START DATE: 30 days after NTP		EARLIEST START DATE: 5/28/24	

EXHIBIT A

ITEM	DESCRIPTION	UNIT	QTY.	PMC Concrete		Vasco Asphalt Company	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	4" CONCRETE WALK	SF	10,564	\$13.00	\$137,332.00	\$12.69	\$134,057.16
2	6" CONCRETE WALK	SF	224	\$21.50	\$4,816.00	\$17.10	\$3,830.40
3	CONCRETE CURB RAMP	SF	680	\$22.00	\$14,960.00	\$25.00	\$17,000.00
4	ODOT 608 CONCRETE WALK, TYPE A	SF	680	\$14.00	\$9,520.00	\$22.00	\$14,960.00
5	CASTING ADJUSTED TO GRADE	EACH	2	\$185.00	\$370.00	\$500.00	\$1,000.00
6	MANHOLE CASTING ADJUSTED TO GRADE	EACH	3	\$185.00	\$555.00	\$500.00	\$1,500.00
7	IRRIGATION SYSTEM REPAIR ALLOWANCE	LUMP	1	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00
8	ADDITIONAL MOBILIZATION	EACH	5	\$1,150.00	\$5,750.00	\$1,200.00	\$6,000.00
9	INSPECTION FEE ALLOWANCE	LUMP	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
TOTAL PROJECT COST				TOTAL	\$200,803.00	TOTAL	\$205,847.56
				DAYS TO COMPLETE: 60 days		DAYS TO COMPLETE: 30 days	
				EARLIEST START DATE: 6/1/24		EARLIEST START DATE: 7/15/24	

					Tri Mor Corporation	
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE	
1	4" CONCRETE WALK	SF	10,564	\$16.00	\$169,024.00	
2	6" CONCRETE WALK	SF	224	\$18.00	\$4,032.00	
3	CONCRETE CURB RAMP	SF	680	\$30.00	\$20,400.00	
4	ODOT 608 CONCRETE WALK, TYPE A	SF	680	\$22.00	\$14,960.00	
5	CASTING ADJUSTED TO GRADE	EACH	2	\$400.00	\$800.00	
6	MANHOLE CASTING ADJUSTED TO GRADE	EACH	3	\$900.00	\$2,700.00	
7	IRRIGATION SYSTEM REPAIR ALLOWANCE	LUMP	1	\$2,500.00	\$2,500.00	
8	ADDITIONAL MOBILIZATION	EACH	5	\$2,000.00	\$10,000.00	
9	INSPECTION FEE ALLOWANCE	LUMP	1	\$25,000.00	\$25,000.00	
	TOTAL PROJECT COST			TOTAL	\$249,416.00	
					DAYS TO COMPLETE: 60 days	
					EARLIEST START DATE: 6/1/24	

Assume the recommendation is to award to the second low bidder (DPD Construction)

PROPOSAL OF DPD CONSTRUCTION & ENGINEERING GROUP, LLC

(Company)

10647 RESERVING ROAD, KEYSBORO, OH 44094

(Address)

ched)

Assume no senior discounts (their likely will be some)

CITY OF MACEDONIA
2024 SIDEWALK PROGRAM

#	ADDRESS	PPN	ADA	EST. FT. ² 4"	EST. FT. ² 6"	EST. FT. ² CITY
8650	Wiltshire Drive	3303631	NO			48
8664	Wiltshire Drive	3303632	NO			42
965	Deerwood Drive	3302983		80		
950	Berkshire Drive	3302417	NO	25		55
950	Brookpoint Drive	3302409		50		
951	Brookpoint Drive	3302379		100		
928	Shepard Hills Blvd.	3301166		50		
929	Shepard Hills Blvd.	3301290		160		
				17	12928	504
						790
					14222	

4" walk @ \$11.75 per SF	6" walk @ \$18.00 per SF	walk cost to property owner	walk repair City cost	inspection cost to property owner	inspection cost to City	total cost to property owner	total cost to City
-	-	-	1,200.00	-	84.38	-	1,284.38
-	-	-	1,050.00	-	73.83	-	1,123.83
940.00	-	940.00	-	140.63	-	1,080.63	-
293.75	-	293.75	1,375.00	43.95	96.68	337.70	1,471.68
587.50	-	587.50	-	87.89	-	675.39	-
1,175.00	-	1,175.00	-	175.78	-	1,350.78	-
587.50	-	587.50	-	87.89	-	675.39	-
1,880.00	-	1,880.00	-	281.25	-	2,161.25	-
151,904.00	9,072.00	160,976.00	19,750.00	23,611.31	1,388.69	184,587.31	21,138.69

180,726.00

25,000.00

205,726.00

Total cost

To: Mayor Nick Molnar

Cc: Law Director, City Engineer, Finance Director, Public Service Director

Mayor,

I am in receipt of 5 quotes for bids for the 2024 Macedonia Sidewalk Program.

They are detailed below:

1. Bishop Bros Supply & Transit	\$165,600.00
2. DPD Construction & Engineering Group	\$182,059.00
3. PMC Concrete	\$200,803.00
4. Vasco Asphalt Co	\$205,847.56
5. Tri Mor Corporation	\$249,416.00

Bishop Bros Supply & Transit will require 120 days to complete the work.

Based on my evaluation of the companies, I recommend awarding the contract to the DPD Construction & Engineering Group.