



January 25, 2022

TO: Council Members  
Mayor Molnar  
Directors  
Staff  
Media

From: Clerk of Council

RE: **AGENDA – Work Session & Regular Meeting: Thursday, January 27, 2022**  
**“Council Office Hours” with Councilor Garvas: 6:30pm**  
**Work Session: 7:00pm**  
**Council Meeting: 7:30pm**

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**I. ROLL CALL**

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

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

Thursday, January 13, 2022 – Regular Council Meeting

**IV. PUBLIC COMMENTS**

**V. CORRESPONDENCE**

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

**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

1<sup>st</sup> Read 12-9-2021  
2<sup>nd</sup> Read 1-13-2022  
3<sup>rd</sup> Read

**ORD.NO. 4 - 2022 [J. Brandt, J. Tulley]**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR THE PURCHASE AND INSTALLATION OF LIGHTING ON FIELD 3 AT LONGWOOD PARK FOR THE CITY OF MACEDONIA

1<sup>st</sup> Read  
2<sup>nd</sup> Read  
3<sup>rd</sup> Read

**ORD.NO. 5 - 2022 [J. Garvas, D. Finley]**

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL IN ORDER TO ACCEPT ENERGIZED COMMUNITY GRANT(S)

1<sup>st</sup> Read  
2<sup>nd</sup> Read  
3<sup>rd</sup> Read

**RES.NO. 6 - 2022 [J. Tulley, J. Brandt]**

A RESOLUTION AUTHORIZING THE CITY ENGINEER TO PREPARE PLANS, BIDS AND SPECIFICATIONS, AND FURTHER AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS, FOR VARIOUS ROADWAY IMPROVEMENT PROJECTS FOR THE 2022 ROAD IMPROVEMENT PROGRAM

1<sup>st</sup> Read  
2<sup>nd</sup> Read  
3<sup>rd</sup> Read

**RES.NO. 7 - 2022 [V. Ventura, J. Tulley]**

A RESOLUTION AUTHORIZING THE CITY ENGINEER TO PREPARE PLANS, BIDS AND SPECIFICATIONS, AND FURTHER AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS, TO RESURFACE THE CITY-OWNED PARKING AREA ADJACENT TO CURRENT GOLF FACILITIES

1<sup>st</sup> Read  
2<sup>nd</sup> Read  
3<sup>rd</sup> Read

**VII. MOTIONS/OTHER LEGISLATIVE ACTION**

.

**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
Building Department:	Commissioner Robert Rodic
IT Department:	Director Kyle Collins
Law Department:	Director Mark Guidetti

**XI. UNFINISHED BUSINESS**

**XII. NEW BUSINESS**

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

# February

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

**\*Public Comment for those not able to attend in-person at the January 27th 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 January 26<sup>th</sup>, 2022 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)



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

Record of Proceedings  
Regular Council Meeting  
January 13th, 2022

1 Presiding Officer, Mayor Nicholas Molnar called the January 13th, 2022 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 Ms. Brandt moved, second by Ms. Tulley, to approve the minutes of the regular meeting of December 9,  
13 2021 as received from the Clerk of Council. The motion carried upon a majority voice vote. Councilors  
14 Brandt, Garvas, Tulley and Ventura voting in the affirmative. Councilor Finley abstained.  
15

16 **ELECTION OF COUNCIL OFFICERS**  
17

18 **Council President**  
19

20 Mr. Ventura moved to nominate Ms. Brandt to the position of Council President.  
21

22 There being no further nominations, nominations were closed.  
23

24 The motion carried unanimously by a voice vote.

25 **Ms. Brandt elected Council President for 2022**  
26

27 **Council Vice-President**  
28

29 Mr. Ventura moved to nominate Mr. Garvas to the position of Council Vice-President.  
30

31 Ms. Brandt moved to nominate Ms. Tulley to the position of Council Vice-President.  
32

33 There being no further nominations, nominations were closed.  
34

35 Roll call on motion nominating Mr. Garvas to the position of Council Vice-President.

36 Ayes: Mr. Finley, Mr. Garvas, and Mr. Ventura

37 Nays: Ms. Brandt and Ms. Tulley

38 **Mr. Garvas elected Council Vice-President for 2022**  
39

40 **Council Representative to the Parks & Recreation Commission**  
41

42 Mr. Ventura moved to nominate Ms. Brandt to the position of Council Representative to the Parks &  
43 Recreation Commission.  
44

45 There being no further nominations, nominations were closed.  
46

47 Roll call on the motion nominating Ms. Brandt to the position of Council Representative to the Parks &  
48 Recreation Commission Ayes: Ms. Brandt, Mr. Finley, Mr. Garvas, Ms. Tulley and Mr. Ventura

49 Nays: None

50 **Ms. Brandt elected Council Representative to the Parks &**  
51 **Recreation Commission for 2022**  
52

53 **PUBLIC COMMENTS:** None

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54  
55 **CORRESPONDENCE:** A card was read from resident Dolores Jacobs (164 Marwyck Place Lane)  
56 addressed to Chief Ripley thanking Lt. Aberth and Firefighters Schwab and Tylicki for their interactions  
57 with her on 12/31/2021 and 1/4/2022.  
58

59  
60 **INTRODUCTION, READINGS & ADOPTION OF LEGISLATION**

61  
62 **ORDINANCE NO. 80-2021**

63 AN ORDINANCE AMENDING SECTION 1365.08(c) OF THE CITY OF MACEDONIA CODIFIED  
64 ORDINANCES RELATIVE TO THE REGULATION OF MOTOR VEHICLES IN THE  
65 MAINTENANCE STANDARDS PORTION OF THE BUILDING CODE was offered by Mr. Ventura  
66 for **second reading by title only**. Seconded by Mr. Garvas.

67 **ORDINANCE NO. 1-2022**

68 AN ORDINANCE AMENDING SECTION 189.05 OF THE CODIFIED ORDINANCES OF THE CITY  
69 OF MACEDONIA RELATIVE TO ADMISSION TAX REGULATIONS was offered by Mr. Garvas for  
70 **first, second and third reading by title only**. Seconded by Ms. Brandt. The motion carried unanimously  
71 by a voice vote.

72 Dir. Veres explained this ordinance applies only to new applications. Mr. Garvas asked to clarify whether  
73 those that have paid the application fee in the past are “grandfathered in” and no longer need to pay the  
74 annual fee moving forward, to which Dir. Veres responded in the affirmative.  
75

76 Mr. Garvas moved, second by Ms. Brandt, to **adopt ORD.NO. 1-2022 and post the same according to**  
77 **law**. Motion carried by a majority voice vote. Councilors Brandt, Garvas, Tulley and Ventura voting in  
78 the affirmative. Councilor Finley in the negative. **ORD.NO. 1-2022 declared and adopted.**  
79

80 **ORDINANCE NO. 2-2022**

81 AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS  
82 PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES OF  
83 MACEDONIA was offered by Mr. Finley for **first, second and third reading by title only**. Seconded by  
84 Mr. Ventura. The motion carried unanimously by a voice vote.

85 Dir. Guidetti explained this is something Council traditionally receives annually, which is legislation that  
86 updates the City’s local codified ordinances to be compliant with changes made by the Ohio General  
87 Assembly to the Revised Code.  
88

89 Mr. Finley moved, second by Mr. Ventura, to **adopt ORD.NO. 2-2022 and post the same according to**  
90 **law**. Motion carried by a majority voice vote. Councilors Brandt, Garvas, Tulley and Ventura voting in  
91 the affirmative. Councilor Finley voting in the negative. **ORD.NO. 2-2022 declared and adopted.**  
92

93 **ORDINANCE NO. 3-2022**

94 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH  
95 ATLANTIC EMERGENCY SOLUTIONS FOR THE PURCHASE OF A FIRE ENGINE FOR THE  
96 CITY IN AN AMOUNT NOT TO EXCEED \$800,000.00 was offered by Ms. Tulley for **first, second**  
97 **and third reading by title only**. Seconded by Ms. Brandt. The motion carried unanimously by a voice  
98 vote.

99 Chief Ripley explained this legislation is to replace an engine from 1999, which was originally part of the  
100 5-year plan for 2023, but with supply chain issues being what they are it became necessary to put in the

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101 order as soon as possible with the hopes of receiving it in the summer of 2023. The legislation is written  
102 to be no more than \$800,000.00 because the specs for the truck are not finished, but it needs to be  
103 authorized now to get to the manufacturer by February. The truck is anticipated to last 20+ years.

104  
105 The Mayor thanked Chief Ripley for thinking ahead to having this truck in place for the continued safety  
106 of the residents and employees.

107  
108 Ms. Tulley moved, second by Ms. Brandt, to **adopt ORD.NO. 3-2022 and post the same according to**  
109 **law.** Motion carried unanimously by a voice vote. **ORD.NO. 3-2022 declared and adopted.**

110  
111 Ms. Brandt thanked the residents and voters for passing the levy for the Service and Safety Fund, which is  
112 why the City was able to pay for the previous ladder truck and this future engine.

113  
114 Dir. Veres added that the City is financing it with a lease-to-buy over a ten year period.

115  
116 **MOTIONS / OTHER LEGISLATIVE ACTION:** None

117  
118  
119 **MAYOR'S REPORT**

- 120
- 121 - December 2021 Mayor's Court revenue was \$9,666.50. 2021 total revenue was \$171, 957.09.
  - 122 - The City Center has had to be closed to non-employees due to a bit of a Covid outbreak inside the  
123 building, and there is a mask policy in place. The safety of the City's employees is paramount  
124 and we want to be able to continue serving the residents. Over 1000 manpower hours were lost in  
125 December for the Fire Department alone because of Covid.
  - 126 - The new Service Building is on pause due to the cost per square foot having doubled. There is a  
127 Plan B and perhaps a Plan C in the works and hopefully more information will be available at the  
128 next Council meeting.
  - 129 - Winter shifts have begun in the Service Department with 24-hour coverage at this point.
  - 130 - Congratulations to Ms. Brandt and Mr. Garvas for their election to Council President and Vice-  
131 President, respectively.
  - 132 - Please don't drive distracted! Put the phones down and drive the vehicle.
- 133

134  
135 **COMMITTEE REPORTS**

136 **Parks & Recreation Commission** Ms. Brandt stated the Parks & Recreation Commission will have their  
137 first meeting of 2022 in person on Wednesday, January 19 at 6:00pm in the Recreation Center.

138  
139 **JEDD** Mr. Ventura reported the first JEDD meeting of the year will take place on Wednesday, January  
140 26 at 6:00pm in Council Chambers.

141  
142  
143 **DEPARTMENT REPORTS**

144  
145 **Service Department:** Interim Director Steve Dzurnak – The Service Department has been busy picking  
146 up litter and patching holes. Please give Service trucks space on the roads. Three new boilers have been  
147 installed in the City Center. Several street lights have been repaired or replaced. Hopefully ground will  
148 be broken on the restrooms at Veteran's Park.

149  
150 The Mayor added that he received a complaint about "excessive" salt on the roads. The City never puts  
151 down excessive salt, only the appropriate amount.

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152 Mr. Ventura thanked Interim Dir. Dzurnak for the extra round of leaf collection and that the Service  
153 Department did a wonderful job on a nasty day.

154  
155 The Mayor noted that the City is still searching for a permanent Service Director.

156  
157 **Engineer:** Director Gigliotti- Since the last Council meeting the new monument sign at Golden Link is  
158 up. The contractor has a little bit of work with the electrical hookup for the sign, but otherwise it is  
159 finished. The timing lines up nicely with the Optima Dermatology site that should begin construction  
160 very soon.

161  
162 **Parks and Recreation Department:** Director Chadock – Congratulations to Ms. Brandt and Mr. Garvas  
163 for their new roles on Council, and for Ms. Brandt joining the Parks & Recreation Commission again this  
164 year. Supervisor interviews are concluding next week. For the first time in about 12 years, a “MACTivity  
165 Guide” will be produced and include all programming from the end of Spring and all throughout Summer.  
166 Thanks to Sam Edgar and Brad Wisniewski for all their work on this. AED’s were delivered last week  
167 and will be installed in the parks in the Spring. A number of projects getting ready to be worked on now  
168 include trail projects, sound system being put in fitness room two, new office flooring and HVAC system.

169  
170 The Mayor thanked Dir. Chadock and Sam Edgar for having the forethought to think of Christmas lights  
171 for this year already, with the plan to include lighting at Veteran’s Park as well.

172  
173 **Finance Department:** Director Veres – The Finance Department sent out the reports and closed the year  
174 (2021). The City is in good fiscal shape and look forward to keeping that momentum going.

175  
176 Ms. Brandt asked if he has the general fund balance, to which Dir. Veres responded that off the top of his  
177 head he believes it to be around \$4.3 million, but to keep in mind for the audit that more funds are  
178 considered.

179  
180 The Mayor pointed out that a good practice in government is to have a 20% unencumbered carryover, and  
181 that he believes the City is there for the first time ever.

182  
183 Ms. Brandt stated how impressive the work that everyone has done to get the City where it is now, and  
184 thanked the voters again for passing the two levies. She also commended the Directors for continuing to  
185 spend wisely.

186  
187 Mr. Ventura thanked Dir. Veres and the Finance Department for their excellent handling of finances.

188  
189 **Fire Department:** Chief Ripley- December 2021 was the busiest month for calls (446) district-wide. In  
190 Macedonia, there were 230 calls. Initial estimates for how many calls there might be in a year district-  
191 wide was 3600, but there were 4,269 in 2021. In Macedonia alone, there were 1700 calls in 2017 and  
192 2,140 in 2021. Many of the calls this year were Covid-related. As the Mayor stated earlier, over 1000  
193 manpower hours were lost in December, with the most happening the week before Christmas. Please do  
194 not bury the fire hydrants when snow comes.

195  
196 Mr. Ventura asked if there are any inoperable fire hydrants, to which Chief Ripley responded there are  
197 very few and that Cleveland Water has been doing a very good job.

198  
199 Ms. Brandt thanked the families of the firefighters who were working over Christmas for putting their  
200 lives on hold for the people and safety of Macedonia.

201  
202 Chief Ripley reported that Fire Inspector Don Bell retired on January 12. He was with the City full-time  
203 for almost 16 years, and will continue to come in on a part-time basis to help out when needed.

204



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205 **Police Department:** Chief Golden - Please refrain from parking on the street when it snows to allow the  
206 snowplows to do their job. The Civil Service Commission will meet next Wednesday to certify the  
207 sergeant's promotional exam, as well as the dispatch exam to fill two open positions.  
208

209 **HR Department:** Director Smith – HR is finalizing the first of the year updates, adding vacation comp  
210 time, getting medical deductions up to speed and trying to close out the end of the year items. The first  
211 half of January is very busy for the HR department as a whole. Given the difficulty in locating at-home  
212 Covid tests, the City was able to purchase a number of them for symptomatic employees that are unable  
213 to locate them. Effective this Saturday (1/15) health insurance companies must reimburse for the cost of  
214 8 at-home Covid tests per 30 days for every member of the City's insurance plan.  
215

216 Mr. Ventura passed on information that if one wanted to purchase an at-home Covid test, pharmacies tend  
217 to receive their deliveries on Fridays.  
218

219 **IT Department:** Director Collins – Closed 33 tickets since the last Council meeting. Major projects have  
220 been held up waiting for hardware.  
221

222 Ms. Tulley asked about the state of the wi-fi signal at the Recreation Center, to which Dir. Collins  
223 responded it's not the wi-fi that is the issue, but the leased fiber connection from the City Center to the  
224 Recreation Center that is the issue. Data is bottlenecked and no longer uncapped since Spectrum-Charter  
225 Communications did their hub "upgrade". Despite upgrading the connection speed, it does not appear to  
226 be doing the job, so other options are being looked into.  
227

228 **Building Department:** Commissioner Rodic – The Optima Dermatology project construction to begin  
229 next week. In Macedonia Market Place, the Wayback Burgers project has resumed construction, with the  
230 hopes to be completed within the next 90 days. Construction documents have been approved for the  
231 Burlington buildout at Gateway Plaza. Peak Nano has begun phase two of the research and development  
232 on their plant.  
233

234 **Law Department:** Director Guidetti – No report  
235  
236

237 **UNFINISHED BUSINESS:** None  
238

239 **NEW BUSINESS:**  
240

241 Ms. Tulley asked Dir. Gigliotti about a new pole with antennas installed on Ledge and South Freeway and  
242 who put that up.  
243

244 Dir. Guidetti could not recall off the top of his head who put it up, but has a schematic that he could  
245 forward.  
246

247 Ms. Tulley reported that the Macedonia Best Buy location was closed temporarily due to staffing issues.  
248 Chief Golden mentioned he spoke with management and the location was to be opened the following day,  
249 but staffing issues might cause this to be an intermittent issue. Ms. Tulley then asked the Mayor who  
250 maintains the information left in the lobby area of the City Center because much of the information is  
251 outdated. Congratulations to the Nordonia High School bowling team that won the Buckeye Classic.  
252 Also congratulations to Nordonia Lady Knight golfer Christina Nagy, who was nominated for Golfer of  
253 the Year by the Greater Akron High School Sports Awards.  
254

255 Ms. Tulley moved, Mr. Finley seconded to enter into executive session pursuant to R.C. 121.22(G)(1) to  
256 discuss the appointment, employment or compensation of a public employee or official.  
257

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

259 Nays: None

260 The motion carried unanimously, with Mr. Ventura stating for the record that he  
261 objects to the Law Director not being invited to the executive session and would like a roll call on that.  
262 Dir. Guidetti advised Mr. Ventura that he could make a motion to include anyone he would like, if he  
263 wants that voted on. Otherwise, there would not be a vote.

264

265 At 8:22p.m. Council reconvened into its regular meeting

266

267 There being no further business, Mr. Finley moved, second by Mr. Garvas, to **adjourn the meeting**. The  
268 motion passed **unanimously** pursuant to a voice vote and the meeting was adjourned at approximately  
269 8:22p.m.

270

271

272 **Date:** \_\_\_\_\_

273

274

275

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

276

Jon Hoover, Clerk of Council

277

278

279 **Mayor:** \_\_\_\_\_

280 Nicholas Molnar

281

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: PARKS & RECREATION DEPARTMENT

SPONSOR: Brandt

**CITY OF MACEDONIA  
ORDINANCE NO. 4 – 2022**

**AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR THE  
PURCHASE AND INSTALLATION OF LIGHTING ON FIELD 3 AT LONGWOOD  
PARK FOR THE CITY OF MACEDONIA**

**WHEREAS**, the City of Macedonia’s current Longwood Park baseball Field 3 lighting is outdated and obsolete and therefore in need of replacement; and

**WHEREAS**, the City of Macedonia desires to purchase new lighting for Field 3 at Longwood Park, with installation, at the anticipated cost of \$262,213.86, by contracting with Graybar Electric Company, Inc. through the Omnia Partners cooperative purchasing program (a portion of which was the governmental cooperative purchasing program formerly known as U.S. Communities), Contract #EV2370, at the recommendation of the Parks and Recreation Director; and

**WHEREAS**, it is deemed necessary and in the best interest of the health, safety and welfare of all City residents to purchase new lighting for Field 3 at Longwood Park through the Omnia Partners cooperative purchasing program 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 to enter into a purchase agreement with Graybar Electric Company, Inc. through the Omnia Partners cooperative purchasing program, Contract #EV2370, for the purchase and installation of new lighting for baseball Field 3 at Longwood Park, as set forth on 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 this Council, and that all deliberations of Council, and of any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

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

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

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

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

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

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



6161 HALLE DR  
VALLEY VIEW OH 44125-4613  
Phone: 216-573-6100  
Fax: 216-573-6150

To: CITY OF MACEDONIA  
9691 VALLEY VIEW ROAD  
MACEDONIA OH 44056  
Attn: Bryan Schumann  
Phone: 330-468-8300  
Fax: 330-468-8395  
Email:

Date: 12/01/2021  
**Proj Name: FIELD 3 LIGHTING**  
**GB Project Qte#: 0239455017 Rev-1**  
Release Nbr:  
Purchase Order Nbr: FIELD 3 LIGHTING  
Additional Ref#  
Valid From: 12/01/2021  
Valid To: 12/31/2021  
Contact: Ian Pawlowski  
Email: ian.pawlowski@graybar.com

### Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

**Notes: QUOTED PER OMNIA CONTRACT NUMBER: EV2370. CONTRACT DETAILS CAN BE FOUND AT:  
<https://www.omniapartners.com/publicsector/suppliers/graybar/contract-documentation>**

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		1 EA			VENDOR PROVIDED SERVICE (LABOR)	\$111,500.00	1	\$111,500.00
200		17 EA	SPORTSBEAM INC	SB800-4-5000-70-M		\$2,462.97	1	\$41,870.49
300		21 EA	SPORTSBEAM INC	SB800-5-5000-70-M		\$2,462.97	1	\$51,722.37
400		4 EA	SPORTSBEAM INC	SP70.6-8		\$12,681.48	1	\$50,725.92
500		4 EA	SPORTSBEAM INC	SB-IBCS-10		\$1,598.77	1	\$6,395.08

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at [https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370\\_Graybar\\_MAD\\_2017\\_12\\_20.pdf](https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf)



To: CITY OF MACEDONIA  
9691 VALLEY VIEW ROAD  
MACEDONIA OH 44056  
Attn: Bryan Schumann

Date: 12/01/2021  
Proj Name: **FIELD 3 LIGHTING**  
GB Project Qte#: **0239455017 Rev-1**

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

**Total in USD (Tax not included): \$262,213.86**

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

**To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)**

**24-Hour Emergency Phone#: 1-800-GRAYBAR**

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This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at [https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370\\_Graybar\\_MAD\\_2017\\_12\\_20.pdf](https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf)

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To: CITY OF MACEDONIA  
9691 VALLEY VIEW ROAD  
MACEDONIA OH 44056  
Attn: Bryan Schumann

Date: 12/01/2021  
**Proj Name: FIELD 3 LIGHTING**  
**GB Project Qte#: 0239455017 Rev-1**

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

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Signed: \_\_\_\_\_

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

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## Sportsbeams Lighting, Inc. (SB)

### Preproposal:

- Develop Sports Lighting Fixture layout based on RFP specs and assume liability for lighting performance after installation
- Develop mechanical mounting technique for Sports Lighting Fixtures, based on specifications and drawings provided by contractor
- Develop low voltage wiring infrastructure drawing to assist contractor in estimating low voltage control wire distances and associated labor to install. Shall show DMX interface locations for lighting control system.
- Proposal Documentation:
  - Fixture layout, light level calcs
  - Summary of benefits
  - Cold weather operation
  - CRI
  - Glare
  - Weight/EPA
  - Smooth dimming
- Product data sheets
- Price the Sports Lighting Fixtures to contractor direct. Price shall include but not be limited to:
  - Fixtures
  - Mounting Brackets
  - Interface enclosures
  - Any necessary programming services
- Owner Training
- Have agent and system technician/programmer present for all aim and focus sessions
- Associated return visits for future adjustments
- Fixture Warranty and Fixture Interface Warranty

### Bill of Materials:

- Lighting Fixtures
  - Fixtures
  - Mounting Brackets/hardware
  - Safety Cables
  - Outdoor-rated ethernet cables
  - Visors (where required)
  - 2 Meter SOOW Cable

### Bill of Materials (continued):

- Power Distribution Box
  - Nema 4 Enclosure
  - Fully tested power distribution network as previously approved by contractor
- Control Box (where required)
  - Nema 4 Enclosure
  - DMX computer for 10 scene, push button control
- Miscellaneous
  - Strain-relief junction box (1 per pole)
  - Cross Arms w/mounting hardware (where required)
  - Trunion mounting solution (where required)
  - Outdoor-rated ethernet cables
  - Laser Aiming kit

### Execution:

- Attend pre-bid de-scope meetings
- Deliver all materials on schedule
- Provide phone support as needed
- Visit site for final aiming and light provisioning
- Warranty

### Exclusions:

The following items are not included in the scope of work. This list is not exhaustive but is representative of materials/services that are explicitly the responsibility of the contractor:

- Low voltage wiring beyond ethernet from fixture to control box
- Power wiring beyond SOOW cable to strain relief box
- Power equipment outside of Power Distribution Box
- Permits, licenses, bonds, site insurance
- Storage or delivery charges (after products have been delivered to initial site)

**AMENDMENT NO. 1 to STANDARD CITY CONTRACT**

**MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI**

**CONTRACT NO.: EV2370.1**

**TITLE/DESCRIPTION: Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions**

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THIS Amendment No. 1 to Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and GRAYBAR ELECTRIC COMPANY, INC. ("CONTRACTOR")

WHEREAS, the City and the Contractor are parties to that certain Master Contract for Products and Services (No, EV2370), dated February 1, 2018 (the "Original Agreement"), pursuant to which Contractor agreed to sell, and the City agreed to buy, certain products and services on the terms and conditions set forth therein;

WHEREAS, the parties mutually believe it is equitable, desirable and appropriate to amend the Original Agreement to more clearly address expected increases in Contractor's costs that were not anticipated and are and will not be reflected in the scheduled product price set forth in the Original Agreement; and

WHEREAS, the parties mutually desire to amend the Agreement upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. A new Section 38A is hereby inserted in the Original Agreement, as follows:

**Sec. 38A. Other Charges.** The contract price for Products shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed assessed or collected by any governmental body, whether or not reflected in the Product price charged to CONTRACTOR, and CONTRACTOR may increase its cost for Products appropriately to take into account such increases in CONTRACTOR'S Product costs.

2. Except as amended hereby, the Original Agreement and all of its terms shall remain in full force and effect.

**CONTRACTOR**

I hereby certify that I have the authority to execute this document on behalf of CONTRACTOR.

Contractor: Graybar  
By: Bill Hoyt DocuSigned by: Bill Hoyt  
Title: VP - Strategic Accounts 85F91C6F9578470...  
Date: 6/17/2019

**APPROVED AS TO FORM**

DocuSigned by: Jim Brady  
Jim Brady  
Assistant City Attorney 88A11011E4D... (Date)

**KANSAS CITY, MISSOURI** DocuSigned by: Cedric Rowan  
By: Cedric Rowan A0DFC4EF24E34AB...  
Title: Manager of Procurement Services  
Date: 6/17/2019

**STANDARD CITY CONTRACT**

**MASTER CONTRACT FOR PRODUCTS AND SERVICES - THE CITY OF KANSAS CITY, MISSOURI**

**CONTRACT NO.: EV2370**

**TITLE/DESCRIPTION: Electrical, Lighting, Data Communications and Security Products and Related Products, Services and Solutions**

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THIS Contract is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("CITY"), and Graybar Electric Company, Inc. ("CONTRACTOR").

**Sec. 1. The Contract.** The Contract between the CITY and CONTRACTOR consists of the following Contract Documents:

- (a) this Contract;
- (b) CONTRACTOR's Proposal dated October 6, 2017, that is attached hereto and incorporated into this Contract;
- (c) CITY's RFP No. EV2370 that is incorporated into this Contract by reference;
- (d) any CITY Issued Purchase Order;
- (e) any CITY and CONTRACTOR executed Work Order that is incorporated into a CITY issued Purchase Order;
- (f) any and all Attachments and Exhibits attached to the Contract. All documents listed in this Section 1 shall be collectively referred to as the "Contract Documents" and are incorporated into this Contract. CITY and CONTRACTOR agree that the terms "Agreement" and "Contract" and "Contract Documents" are used interchangeably in this Contract and the terms "Agreement" and "Contract" and "Contract Documents" each include all "Contract Documents."

**Sec. 2. Initial Term of Contract and Additional Periods.**

- (a) **Initial Term.** The initial term of this Contract shall begin on February 1, 2018, and shall end on January 31, 2023. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.
- (b) **Renewal Terms.** At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to three (3) additional two (2) year terms.

- (c) **Transition Term.** Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

**Sec. 3. Purchase Orders and Work Orders.**

- (a) **Purchase Order.** CITY shall order all Electrical, Lighting, Data Communications, and Security Products and Related Products, Services and Solutions, (hereinafter "the Products" or "Products and Services" or "Services" depending on the context of the terms used) by means of a Purchase Order issued by the CITY's Manager of Procurement Services for which sufficient funds have been certified and encumbered by the City's Director of Finance. CONTRACTOR shall not provide any "Products" or "Products and Services" or "Services" in excess of the dollar amount contained in any Purchase Order even if there is an executed Work Order between the CITY and CONTRACTOR. CONTRACTOR shall not be entitled to any payment from CITY in excess of the dollar amount of the Purchase Orders from CITY even if such amount is authorized in a Work Order executed by CITY and CONTRACTOR. All Purchase Orders shall automatically incorporate the Contract and all Contract requirements even if the Contract is not referenced.
- (b) **Goods and Products.** CONTRACTOR shall timely provide all Goods and Products ordered by the CITY at the Prices set forth in the Contract. The terms "Goods" and "Products" are used interchangeably under this Contract and each term includes the other term.
- (c) **Services or Work Orders for both Products and Services.**
  1. The CITY may request CONTRACTOR to provide Services or both Products and Services. Prior to CONTRACTOR submitting a written detailed Proposal for Services or for both Products and Services to a requesting CITY Department, the CONTRACTOR must obtain written authorization from the CITY's Manager of Procurement Services to submit a Proposal to the CITY Department. CONTRACTOR shall not perform any Services or provide both Services and Products unless the Manager of Procurement Services authorizes CONTRACTOR to provide Services or both Products and Services and all other contractual requirements are met including the Pricing for all Products, Products and Services and Services.
  2. Prior to the Manager of Procurement Services authorizing CONTRACTOR to provide Services or both Products and Services to a CITY Department, the Manager of Procurement Services shall:
    - a. Obtain MBE/WBE goals from the CITY's Director of Human Relations if the estimated cost of the Services or Products and Services exceeds the dollar thresholds for MBE/WBE goals and Workforce Goals for MBE/WBE goals;
    - b. Have the CITY's Director of Human Relations determine whether the needed Services are subject to Prevailing Wage requirements and Payment Bond and Performance and Maintenance Bond requirements;

- c. Any other Legal requirements including compliance with the CITY's SLBE requirements
  - d. if the CITY's MBE/WBE program requirements are not applicable due to not meeting the dollar thresholds.
3. If the Manager of Procurement Services authorizes CONTRACTOR to submit a Proposal for Services or for both Products and Services, CONTRACTOR shall submit a detailed Proposal that includes the Scope of Services, the Proposed Schedule, the Price and if applicable, comply with MBE/WBE goals, Prevailing Wage requirements, and Payment Bond and Performance Bond requirements, or SLBE requirements. If the CITY and CONTRACTOR agree to CONTRACTOR's Proposal, the CITY will issue a Purchase Order and Work Order that is executed by the CITY and CONTRACTOR. All Work Orders and Purchase Orders signed by the CITY and CONTRACTOR shall automatically incorporate this Contract (even if the Work Order does not specifically incorporate this Contract).
- (d) CONTRACTOR shall bill the City, in a form acceptable to the City, on the following basis: monthly.

**Sec. 4. Effective Date of Contract.**

- (a) Notwithstanding Section 2 of this Contract, neither party has any obligation under this Contract until the Manager of Procurement Services issues a Purchase Order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order.
- (b) The date of the first Purchase Order issued by the CITY is the effective date of this Contract.
- (c) The date of the first Purchase Order issued by the CITY after the CITY renews this Contract shall be the effective date of the renewal term or transition term.

**Sec. 5. Invoices.**

- (a) CONTRACTOR shall submit to CITY a request for payment (hereinafter "Invoice") for services performed in sufficient detail for the CITY to determine that the amount CONTRACTOR is requesting is in fact due and payable.
- (b) CITY shall not pay any Invoice from CONTRACTOR unless CONTRACTOR is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by CITY as a result of breach or default by CONTRACTOR, CITY may withhold payment(s) to CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to CITY from CONTRACTOR may be determined.



- (c) CITY shall not process CONTRACTOR's Invoice unless CONTRACTOR's Invoice is in proper form, correctly computed, and is approved by CITY as payable under the terms of this Contract.
- (d) CITY is not liable for any obligation incurred by CONTRACTOR except as approved under the provisions of this Contract.
- (e) If CONTRACTOR is required to meet MBE/WBE goals for this Contract, CONTRACTOR shall not submit an Invoice to the City unless CONTRACTOR's Invoice is accompanied by a copy of the most recent 00485.01 M/WBE Monthly Utilization Report submitted by CONTRACTOR to the City's Human Relations Department. CONTRACTOR shall remain current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports. CITY shall not pay CONTRACTOR's Invoice unless CONTRACTOR is current on CONTRACTOR's filing of 00485.01 M/WBE Monthly Utilization Reports.
- (f) Payment terms are net 30 days.

**Sec. 6. Representations and Warranties of CONTRACTOR.** CONTRACTOR hereby represents and warrants to the CITY the following:

- (a) CONTRACTOR is in good standing under the laws of the state of Missouri and each state in which it does business, except any such state where the failure to be in good standing would not have a material adverse effect on CONTRACTOR's ability to perform this Contract in accordance with its terms.
- (b) The execution, delivery and performance by CONTRACTOR of this Contract have been duly authorized by all necessary corporate action and do not and will not (i) require any consent or approval of CONTRACTOR's board of directors; (ii) require any authorization, consent or approval by, or registration, declaration or filing with, or notice to, any governmental department, commission, board, bureau, agency or instrumentality, or any third party, except such authorization, consent, approval, registration, declaration, filing or notice as has been obtained prior to the date hereof; (iii) violate any provision of any law, rule or regulation or of any order, writ, injunction or decree presently in effect having applicability to CONTRACTOR or its articles or by-laws; and (iv) result in a breach of or constitute a default under any material agreement, lease or instrument to which CONTRACTOR is a party or by which it or its properties may be bound or affected.
- (c) CONTRACTOR shall not enter into any contract for the services to CITY that purports to grant a security interest or right of repossession to any person or entity respecting the services, or any portions thereof or chattels placed thereon.
- (d) There is no litigation, proceeding or other investigation pending or, to the knowledge of CONTRACTOR, threatened against CONTRACTOR which would prevent consummation of the transaction contemplated by this Contract or would have a materially adverse effect on CONTRACTOR.
- (e) CONTRACTOR warrants that all goods and Products are sold free of any security interest and will make available to CITY all transferable warranties (including without limitation

warranties with respect to intellectual property infringement) made to CONTRACTOR by the manufacturer of the goods. CONTRACTOR MAKES NO OTHER IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR CONNECTION WITH 1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR 2) IN A HEALTHCARE SITUATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

- (f) Neither party shall be liable for any delay or failure to perform under this Agreement in the event and to the extent that such delay or failure arises out of war, civil commotion, acts of God, accident, fire or water damage, explosion, strikes or lockouts, delay in transportation, legislative action, government regulations or any other event beyond the respective party's reasonable control.

**Sec. 7. Survival of the Representations, Warranties and Covenants.** All representations, warranties and covenants expressed herein shall survive the execution of this Contract for the benefit of the parties hereto.

**Sec. 8. Governing Law.** This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The CITY and CONTRACTOR: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

**Sec. 9. Termination for Convenience.** CITY may, at any time upon fifteen (15) days written notice to CONTRACTOR specifying the effective date of termination, terminate this Contract, in whole or in part.

**Sec. 10. Default and Remedies.**

- (a) If CONTRACTOR shall be in default or breach of any provision of this Contract, CITY may terminate this Contract, suspend CITY's performance, withhold payment or invoke any other legal or equitable remedy after giving CONTRACTOR ten (10) days written notice and opportunity to cure such default or breach.
- (b) If CITY shall be in default or breach of any provision of this Contract, CONTRACTOR may terminate this contract or suspend CONTRACTOR's performance after giving CITY ten (10) days written notice and opportunity to cure such default or breach.
- (c) CITY's remedies under this Agreement for the purchase of Goods and Products are subject to any limitations contained in manufacturer's terms and conditions to CONTRACTOR, a copy of which will be furnished upon written request. Furthermore, CONTRACTOR's liability shall be limited to either repair or replacement of the goods or Products and refund of the purchase price, all at CONTRACTOR's option, and in no case shall CONTRACTOR be liable for incidental or consequential damage. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

The limitation of remedies imposed by this Section is only applicable to Products and Goods provided by CONTRACTOR and this limitation of remedies section is not applicable if CONTRACTOR provides Services or both Products, Goods and Services pursuant to Section 3(c) of this Contract.

**Sec. 11. Waiver.** Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

**Sec. 12. Acceptance.** No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

**Sec. 13. Records.**

(a) For purposes of this Section:

1. "CITY" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.
2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.

(b) CONTRACTOR shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. CITY shall have a right to examine or audit all Records, and CONTRACTOR shall provide access to CITY of all Records upon ten (10) days written notice from the CITY.

(c) The books, documents and records of CONTRACTOR in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Human Relations and the City department administering this Contract within ten (10) days after the written request is made.

**Sec. 14. Affirmative Action.** If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; In executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- (a) Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two (2) calendar years.
- (b) Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- (c) Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

**Sec. 15. Tax Compliance.** If the CITY's payments to CONTRACTOR exceed \$160,000.01 for the period of May 1st through April 30th, CONTRACTOR shall provide proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a precondition to the CITY making the first payment under this Contract. CONTRACTOR also shall submit to the CITY proof of compliance with the CITY's tax ordinances administered by the CITY's Commissioner of Revenue as a condition precedent to the CITY making final payment under the Contract.

**Sec. 16. Buy American Preference.** It is the policy of the CITY that any manufactured goods or commodities used or supplied in the performance of any CITY Contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

**Sec. 17. Notices.** All notices to be given hereunder shall be in writing and may be given, served or made by depositing the same in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering the same in person to such person. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in such notice or in this Contract from and after the second day next following the date postmarked on the envelope containing such notice. Notice given in any other manner shall be effective only if and when received by the party to be notified. All notices shall be sent to the following addresses:

If to the CITY:                      City of Kansas City, Missouri  
Procurement Services Division  
414 East 12th Street, 1<sup>st</sup> Floor, Room 102 W  
Kansas City, Missouri 64106  
Attention: Cedric Rowan, C.P.M., Manager

E-mail: [cedric.rowan@kcmo.org](mailto:cedric.rowan@kcmo.org)  
Telephone: (816) 513-0814  
Facsimile: (816) 513-1066

With copies to: Law Department of Kansas City, Missouri  
414 East 12th Street, 23<sup>rd</sup> Floor  
Kansas City, Missouri 64106  
Attention: Cecilia Abbott, Esq., City Attorney  
E-mail: [cecilia.abbott@kcmo.org](mailto:cecilia.abbott@kcmo.org)  
Telephone: (816) 513-3127  
Fax: (816) 513-3133

If to the CONTRACTOR: Graybar Electric Company, Inc.  
Ronald Drescher, National Sales Manager, Corporate Sales  
11885 Lackland Road  
St. Louis, Missouri 63146  
E-mail: [ron.drescher@graybar.com](mailto:ron.drescher@graybar.com)  
Telephone: (301) 306-3263  
Mobile: (301) 830-1424

**Sec. 18. General Indemnification.**

- (a) For purposes of this Section only, the following terms shall have the meanings listed:
1. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the CITY in the enforcement of this indemnity obligation.
  2. CONTRACTOR's Agents means CONTRACTOR's officers, employees, subcontractors, successors, assigns, invitees, and other agents.
  3. CITY means CITY, its Agencies, its agents, officials, officers and employees.
- (b) CONTRACTOR's obligations under this Section with respect to indemnification for acts or omissions, including negligence, of CITY, shall be limited to the coverage and limits of insurance that CONTRACTOR is required to procure and maintain under this Contract. CONTRACTOR affirms that it has had the opportunity to recover all costs of the insurance requirements imposed by this Contract in its contract price.
- (c) CONTRACTOR shall defend indemnify and hold harmless CITY from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by CONTRACTOR or CONTRACTOR's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of CITY. CONTRACTOR is not obligated under this Section to indemnify CITY for the sole negligence of CITY.
- (d) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental

immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

**Sec. 19. Indemnification for Professional Negligence.** If this contract is for professional services, CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by CONTRACTOR, its employees, agents, subcontractors, or caused by others for whom CONTRACTOR is liable, in the performance of professional services under this Contract. CONTRACTOR is not obligated under this Section to indemnify CITY for the negligent acts of CITY or any of its agencies, officials, officers, or employees.

**Sec. 20. Insurance.**

- (a) CONTRACTOR shall procure and maintain in effect throughout the term of this Contract insurance policies with coverage not less than the types and amounts specified in this Section. CONTRACTOR must have:
1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
    - a. Severability of Interests Coverage applying to Additional Insureds
    - b. Contractual Liability
    - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000.
    - d. No Contractual Liability Limitation Endorsement
    - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
  2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.
  3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by CONTRACTOR.
  4. If this Contract is for professional services, CONTRACTOR shall obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- (b) All insurance policies required in this Section shall provide that the policy will not be canceled until after the insurer provides the CITY ten (10) days written notice of cancellation in the event that the cancellation is for CONTRACTOR's nonpayment of premiums and thirty (30) days written notice of cancellation to CITY for all other reasons of cancellation.

- (c) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that CITY and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. CONTRACTOR shall provide to CITY at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- (d) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of "A-V" or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (e) Regardless of any approval by CITY, CONTRACTOR shall maintain the required insurance coverage in force at all times during the term of this Contract. CONTRACTOR's failure to maintain the required insurance coverage will not relieve CONTRACTOR of its contractual obligation to indemnify the CITY pursuant to this Section of this Contract. In the event CONTRACTOR fails to maintain the required insurance coverage in effect, CITY may declare CONTRACTOR in default.
- (f) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the CITY's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

**Sec. 21. Interpretation of the Contract.**

- (a) CITY selected CONTRACTOR through a negotiated procurement process rather than an Invitation for Bids (IFB) solicitation. Unlike the IFB, this process allows the CITY and CONTRACTOR to discuss and negotiate a contract at arm's length prior to entering a final contract that is acceptable to both the CITY and the CONTRACTOR. After negotiation and discussion, CONTRACTOR and CITY have incorporated multiple documents into this Agreement and the meaning of some of the words used in the Agreement may be uncertain, incomplete or duplicative and the Agreement may promise something at one place and take that promise away at another. In sum, the Agreement may contain words and provisions that are susceptible of more than one meaning so that reasonable persons of average intelligence may fairly and honestly differ in their construction of the words and provisions. It is the intent of the CITY and the CONTRACTOR that the CITY's taxpayers receive the benefit or advantage in the construction and interpretation of this Agreement, regardless of the normal judicial rules of contract construction even if the construction and interpretation of the Agreement will cost the CONTRACTOR more money and time. CITY and CONTRACTOR agree that CITY's Manager of Procurement Services shall, in cooperation with a representative of supplier, resolve all disagreements as to the meaning of this Agreement or any ambiguity in this Agreement. The decision of CITY's Manager of Procurement shall be final and conclusive if all parties have acted in good faith.
- (b) CONTRACTOR acknowledges and agrees that the CITY has provided CONTRACTOR with an opportunity to have CONTRACTOR's attorney review and advise CONTRACTOR on the Agreement and any potential ambiguities or areas of disagreement and the potential

adverse legal consequences of CONTRACTOR agreeing to this Section as well as the entire Agreement.

- (c) CONTRACTOR certifies that CONTRACTOR has either (1) waived its right to have CONTRACTOR's attorney review this Section and Agreement; or (2) CONTRACTOR has consulted with an attorney on this Section and Agreement.
- (d) CONTRACTOR knowingly and voluntarily agrees to this Section, as amended, and the entire Agreement. CONTRACTOR certifies that this contract was not procured by fraud, duress or undue influence.

**Sec. 22. Contract Execution.** This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

**Sec. 23. Guaranteed Lowest Pricing.** CONTRACTOR certifies that this Contract contains CONTRACTOR's lowest and best pricing for all services supplied by CONTRACTOR to any government, governmental entity, political subdivision, city, state, school district or any other public entity in the United States as of the date of this Contract. CONTRACTOR represents that the prices set for herein are not less favorable than those currently extended to any other similarly situated government, governmental entity, political subdivision, city, state, school district or other public entity customer, for the same goods, in equal or seller quantities, as part of similar market basket, and under similar terms.

**Sec. 24. Assignability and Subcontracting.**

- (a) **Assignability.** Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- (b) **Subcontracting.** Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.



**Sec. 25. Professional Services – Conflict of Interest Certification.** If this Contract is for professional services other than for medical doctors or appraisers, CONTRACTOR certifies that CONTRACTOR is not an expert witness for any party in litigation against the CITY at the time of the issuance of this Contract.

**Sec. 26. Minority and Women's Business Enterprises.**

- (a) CONTRACTOR shall assist City Certified Minority Business Enterprises (MBEs), City Certified Woman Business Enterprises (WBEs) and City Certified Small Local Business Enterprises (SLBEs) grow, develop, and prosper in the public sector by implementation of the requirements of this Section.
- (b) CONTRACTOR shall provide the same U.S. Communities national discounted pricing received by the City to City Certified MBEs, WBEs and SLBEs when City Certified MBEs, WBEs, and SLBEs bid or submit a proposal on City of Kansas City, Missouri Construction or Maintenance Solicitations and other public sector Construction and Maintenance Solicitations to allow City Certified MBEs, WBEs, and SLBEs, to incorporate the same National Discounted U.S. Communities pricing received by the City in their bids and proposals to the City and other public entities and save the taxpayers money.

**Sec. 27. Employee Eligibility Verification.** CONTRACTOR shall execute and submit an affidavit, in a form prescribed by the CITY, affirming that CONTRACTOR does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3). CONTRACTOR shall attach to the affidavit documentation sufficient to establish CONTRACTOR's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration and Reform and Control Act of 1986. CONTRACTOR may obtain additional information about E-Verify and enroll at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>. For those CONTRACTORS enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that CONTRACTOR will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this section. CONTRACTOR shall submit the affidavit and attachments to the CITY prior to execution of the contract, or at any point during the term of the contract if requested by the CITY.

**Sec. 28. Emergencies.**

- (a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- (b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- (c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases made by CITY during the

disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

- (d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.
- (e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.
- (f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.
- (g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

**Sec. 29. Time of Delivery.** Delivery is required to be made in accordance with the schedule shown in the solicitation and purchase order.

**Sec. 30. F.O.B. Destination.** All deliveries of Products shall be F.O.B. Destination and all freight charges are included in the Purchase Price charged by CONTRACTOR to the CITY.

- (a) The proposed pricing applies to normally stocked Graybar materials. Discounts offered are based on the Graybar List Price or Cost in effect at time of order.
- (b) Standard delivery policy provides customers with next day service, free of charge, for materials stocked in the branch and within the standard service area.
- (c) Orders requiring same-day or expedited next-day service, non-stock items, special order or special handling and materials obtained from other Graybar warehouses or manufacturers, may include shipping or handling charges. Any shipping, handling or other costs will be negotiated at time of order.

**Sec. 31. Quality.** All Products shall be new, in current production, and the best of their kind. When applicable, parts and maintenance shall be reasonably available. New equipment that is obsolete or technically outdated is not acceptable. Remanufactured or reconditioned items are not considered new. Items shall be properly packaged, packed, labeled, and identified in accordance with commercial standards acceptable to the trade and as required by ICC and other federal and state regulations. Packing slips will accompany the shipment.

**Sec. 32. Brand Name or Equal.** Whenever the name of the manufacturer or the supplier is mentioned on the face hereof and the words "or equal" do not follow, it shall be deemed that the words "or equal" shall follow such designations unless the face hereof specifies "no substitutions". The CITY may assume that items submitted are equal or it may request samples and proof thereof and unless approved before shipment, reserves right to return at the CONTRACTOR'S expense all items that are not acceptable as

equals, said items to be replaced by the CONTRACTOR with satisfactory items at the original submitted price.

**Sec. 33. Commercial Warranty.** The CONTRACTOR agrees that the Products and Services furnished under this Contract shall be covered by the most favorable commercial warranties the CONTRACTOR gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the CITY by any other clause of this contract. CONTRACTOR represents that the warranties set forth herein are not less favorable than those currently extended to any other similarly situated government, governmental entity, political subdivision, city, state, school district or other public entity customer, for the same goods, in equal or less quantities, as part of the similar market basket, and under similar terms.

**Sec. 34. Sellers Invoice.** Invoices shall be prepared and submitted in duplicate to address shown on the purchase order. Separate invoices are required for each purchase order. Invoices shall contain the following information: purchase order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price, and extended totals.

**Sec. 35. Inspection and Acceptance.** Inspection and acceptance will be at destination unless specified otherwise, and will be made by the CITY department shown in the shipping address or other duly authorized representative of the CITY. Until delivery and acceptance, and after any rejection, risk of loss will be on the CONTRACTOR unless loss results from negligence of the CITY. CONTRACTOR will be notified of rejected shipments. Unless agreed otherwise, items will be returned freight collect.

**Sec. 36. Loss and Damaged Shipments.** Risk of loss or damage to items prior to the time of their receipt and acceptance by the CITY is upon the CONTRACTOR. The CITY has no obligation to accept damaged shipments and reserves the right to return at CONTRACTOR's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

**Sec. 37. Late Shipments.** CONTRACTOR is responsible to notify the CITY department receiving the items and the Senior Buyer of any late or delayed shipments. The CITY reserves the right to cancel all or any part of an order if the shipment is not made as promised.

**Sec. 38. Tax Exemption - Federal and State.**

- (a) The CITY is exempt from Federal Excise and Transportation taxes on purchases under Chapter 32, Internal Revenue Code. The federal tax registration number issued by the St. Louis District Director on November 11, 1974 is No. 43740340K.
- (b) The CITY is exempt from payment of Missouri Sales and Use Tax in accordance with Section 39(10) Article 3, of the Missouri Constitution and Sections 144.040 and 144.615 RSMo 1969 and supplement thereto. A copy of the exemption from Missouri Sales and Use Tax is available upon request.

**Sec. 39. Annual Appropriation of Funds.**

- (a) Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are

funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.

- (b) In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the CITY shall not be obligated to make further payments beyond the then current original or renewal term. The CITY will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the nonappropriation of funds; however, failure to notify does not renew the term of lease or contract. If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The CITY has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

**Sec. 40. Performance and Maintenance Bond and Payment Bond.**

- (a) If a Work Order is estimated to exceed \$50,000.00 and is for the erection, construction, alteration, repair or improvement of any building, road, street, public utility or other public facility owned by the public entity as defined by Section 107.170, RSMo, CONTRACTOR shall obtain a performance and maintenance bond and payment bond as required by this Section. The City approved performance and maintenance bond and payment bond are incorporated in this Contract by reference and Contractor shall require its Surety to issue the performance and maintenance bonds and payment bonds on City approved forms.
- (b) All Bonds shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A certified copy of such agent's authority to act must accompany all Bonds signed by an agent. If the surety on any Bond furnished by Seller is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of the preceding sentence, Seller shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.
- (c) The performance and maintenance bond and payment bond shall remain in effect at least one (1) year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.
- (d) All Bonds required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety that is duly licensed in the State of Missouri and in the jurisdiction in which the Project is located, if not in Missouri, to issue Bonds. All surety companies shall hold an A.M. Best rating of B+, V, or better.
- (e) If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirement of Paragraph 5.01 B, Contractor shall within twenty (20) days thereafter substitute another Bond and surety, both of which must be acceptable to City.

## **Sec. 41. Prevailing Wage.**

- A. Prevailing Wage.** If a Work Order includes work that requires payment of prevailing wage as set forth in Sections 290.210 to 290.340, RSMo (the "Law"), CONTRACTOR shall pay workers prevailing wage in accordance with this Section and the Law. Under the Law, work that meets the definition of "construction" "includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair." "Maintenance work that is not subject to the Law is defined as "the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased."
1. Contractor shall comply and require its Subcontractors to comply with;
    - a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and
    - b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and
    - c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and
    - d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.
  2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.
  3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
  4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.
  5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's forms. Contractor shall:
    - a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's "Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group and skill and the workers' hours. City shall furnish blank copies of the Daily Labor

Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

- b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and
- c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."

6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.
7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.
8. If the Contract Price exceeds \$250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar

Information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.
  10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.
  11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.
  12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340; RSMo.
- B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.
1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars (\$100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed whether or not the Contract Times have expired.
  2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

**C. Excessive Unemployment.**

1. **Resident Laborers** means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.
2. **"Nonrestrictive States"** means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>.
3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at <http://www.dolir.mo.gov/ls/index.htm>. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.
4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

**Sec. 42. Workforce.** If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract.

Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.



**CONTRACTOR**

I hereby certify that I have the authority to execute this document on behalf of CONTRACTOR.

Contractor: Graybar Electric Company, Inc.

By: 

Title: 68A4AF80F14041C SVP, Sales

Date: 11/30/2017

**APPROVED AS TO FORM**

  
Assistant City Attorney

**KANSAS CITY, MISSOURI**

By: 

Title: Manager of Procurement Services

Date: 12/30/2017

ORIGINATOR: ADMINISTRATION

SPONSOR: Garvas

**CITY OF MACEDONIA  
ORDINANCE NO. 5 -2022**

**AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
WITH THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL IN ORDER TO  
ACCEPT ENERGIZED COMMUNITY GRANT(S)**

**WHEREAS**, the City of Macedonia, Ohio (the “Municipality”) is a member of the Northeast Ohio Public Energy Council (“NOPEC”) and is eligible for one or more NOPEC Energized Community Grants beginning in the year 2022 which shall be used primarily for energy efficiency or energy infrastructure projects (“NEC Grant(s)”) as provided for in the NEC Grant Program guidelines; and

**WHEREAS**, the City has previously executed Grant Agreements with NOPEC to receive one or more NEC Grant(s).

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

**Section 1.** That Council of the City of Macedonia finds and determines that it is in the best interest of the City to accept the NEC Grant(s) for 2022, and authorizes the Mayor to accept the NEC Grant funds for the City of Macedonia.

**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

ORIGINATOR: ADMINISTRATION

SPONSOR: Tulley

**CITY OF MACEDONIA  
RESOLUTION NO. 6 -2022**

**A RESOLUTION  
AUTHORIZING THE CITY ENGINEER TO PREPARE PLANS, BIDS AND  
SPECIFICATIONS, AND FURTHER AUTHORIZING THE MAYOR TO ADVERTISE  
FOR BIDS, FOR VARIOUS ROADWAY IMPROVEMENT PROJECTS FOR THE 2022  
ROAD IMPROVEMENT PROGRAM**

**WHEREAS**, based upon recommendation, it has been deemed in the best interest of the health, safety and welfare of all City residents and inhabitants to repair various roadways within the City of Macedonia; and

**WHEREAS**, Council therefore wishes to authorize the City Engineer to prepare plans, bids and specifications and thereafter authorize the Mayor to advertise for bids for the roadway improvement projects.

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

**Section 1.** That the City Engineer is authorized and directed to prepare plans, bids and specifications, and thereafter that the Mayor is authorized and directed to advertise for bids, regarding certain roadway improvement projects for the 2022 City of Macedonia Road Improvement Program as described in the document attached hereto and incorporated herein by reference as Exhibit "A."

**Section 2.** It is found and determined that all formal actions of this Council concerning and relating to the adoption of this 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.** This Resolution shall take effect upon adoption by Council and signature of the Mayor or after the earliest period allowed by law.

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

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

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

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

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



ORIGINATOR: ADMINISTRATION

SPONSOR: Ventura

**CITY OF MACEDONIA  
RESOLUTION NO. 7-2022**

**A RESOLUTION  
AUTHORIZING THE CITY ENGINEER TO PREPARE PLANS, BIDS AND  
SPECIFICATIONS, AND FURTHER AUTHORIZING THE MAYOR TO ADVERTISE  
FOR BIDS, TO RESURFACE THE CITY-OWNED PARKING AREA ADJECENT TO  
CURRENT GOLF FACILITIES**

**WHEREAS**, based upon recommendation, it has been deemed in the best interest of the health, safety and welfare of all City residents and inhabitants to resurface the City of Macedonia parking area adjacent to City-owned golf facilities currently known as the “Windmill Golf Center”; and

**WHEREAS**, Council therefore wishes to authorize the City Engineer to prepare plans, bids and specifications and thereafter authorize the Mayor to advertise for bids for the resurfacing of the parking area.

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

**Section 1.** That the City Engineer is authorized and directed to prepare plans, bids and specifications, and thereafter that the Mayor is authorized and directed to advertise for bids regarding the resurfacing of the parking area adjacent to City-owned golf facilities currently known as the “Windmill Golf Center” as described in the document attached hereto and incorporated herein by reference as Exhibit “A.”

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



# Untitled Map

Write a description for your map.

## Legend

 Windmill Golf Center

SIDEWALK  
REPLACEMENT  
FOR ADA  
COMPLIANCE

RE-PAVING LIMITS

Windmill Golf Center

300 ft

