

**ORDINANCE RECORD**  
**COUNCIL OF THE CITY OF BRECKSVILLE**

Ordinance No. \_\_\_\_\_ **5595**

**AN ORDINANCE AMENDING ORDINANCE NO. 5551  
AUTHORIZING THE PURCHASE OF SPORTS LIGHTING  
AND CONTROL LINK EQUIPMENT & INSTALLATION FOR  
THE BASEBALL FIELDS E & F AT BLOSSOM HILL FROM  
MUSCO SPORTS LIGHTING, LLC THROUGH SOURCEWELL  
(FORMERLY THE NATIONAL JOINT POWERS ALLIANCE);  
AND DECLARING AN EMERGENCY**

**WHEREAS**, pursuant to Article II of its Charter, the City of Brecksville may exercise its power of local self-government through the enactments of the Council; and

**WHEREAS**, the Director of Purchasing for the City of Brecksville has been authorized to register with SourceWell (formerly The National Joint Powers Alliance); and

**WHEREAS**, the City of Brecksville deems it cost effective and in the City's best interest to purchase equipment according to the pricing established under the SourceWell proposal.

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

**SECTION 1.** The Mayor be and is hereby authorized to enter into a contract on behalf of the City of Brecksville with Musco Sports Lighting, LLC, through SourceWell (formerly The National Joint Powers Alliance) and specifically contract #071619-MSL, for sports lighting and Control Link equipment and installation, in the amount of twenty thousand, nine hundred fifty dollars (\$20,950.00) for the re-lamping and equipment and installation of baseball fields E & F at Blossom Hill, as set forth in the product quotation attached hereto as Exhibit "A" and a contingency amount of three thousand, nine hundred fifty-two dollars and fifty cents (\$3,952.50) for unforeseen repairs.

**SECTION 2.** The Mayor be and is hereby authorized and directed to enter into a contract on behalf of the City of Brecksville with Musco Sports Lighting, LLC, as set forth in Section 1 hereof, said contract to be in such form as is approved by the Director of Law.

**SECTION 3.** Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof, and the Director of Finance is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance be and is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes as expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

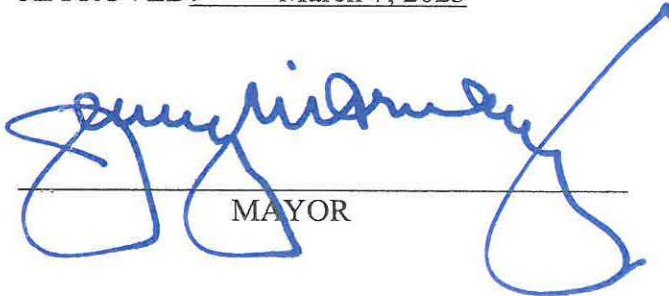
**SECTION 4.** Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency is the need for re-lamping of the fields, therefore, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.


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Ordinance No. \_\_\_\_\_ 5595

PASSED: March 7, 2023

APPROVED: March 7, 2023

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK OF COUNCIL

I do hereby certify that the foregoing is a true and correct copy of Ordinance No. 5595 duly passed by the Council of the City of Brecksville, Ohio, on 3-7, 20 23 and that same was duly posted in accordance with the existing Charter of the City of Brecksville on 3-10, 20 23.

  
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CLERK OF COUNCIL

Quote

Blossom Hill Park  
Brecksville, OH  
Date: February 20, 2023  
Attention: Jamie Mewhinney

Sourcewell

Master Project: 199030, Contract Number: 071619-MSL, Expiration: 08/27/2023

Category: Sports lighting with related supplies and services

All purchase orders should note the following:

Sourcewell purchase – contract number: 071619-MSL

**Quotation Price – Group Relamp Fields E & F PLUS CONTROL LINK**

The fee for services rendered including lamps, labor and lift.....\$20,950\*\* Plus applicable sales tax.

Musco proposes the following service:

- Re-lamp (55) 1500W fixtures
- Repair (2) broken knuckle cones
- Re-lamp (4) 1000W security fixtures
  - (Replace lamps, Clean lenses and reflectors, Old lamp disposal)

**CONTROL LINK**

Equipment

- (1) Remote Equipment Controller (REC)
- (3) Off/On/Auto Switches (mounted in the cabinet door)
  - Zone 1: Field E
  - Zone 2: Field F
  - Zone 3: Soccer Pole
- 10 year parts /10 year labor warranty on all equipment
- Turnkey installation of all components by Musco Sports Lighting Technicians
- Activation and testing of systems to ensure all units are fully functional and operational

**Notes**

- Reasonable access to all poles with construction-sized lift if required.
- Ground protection (plywood) and assistance to move, if needed, is NOT included in this quote. Owner's responsibility
- Prevailing wages are not included in this proposal

If additional time or materials are needed to complete the Project, Musco will obtain Customer's consent before proceeding.

**Please Note: Replacement parts needed for repairs to Musco fixtures will be charged at an additional price:**

Ballasts: \$205.00 each	Capacitors: \$72.00 each	Fuses: \$6.00 each	Additional Lamps: \$79.00 each
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**Environmental Compliance Notice**

HID lamps contain mercury (Hg), a hazardous substance that is regulated by state and/or federal law, and must be managed according to disposal laws. HID lamps removed from service contain mercury and will have transport arranged for delivery to a recycling facility.

**Payment Terms**

As agreed upon with Musco Credit Dept.

Email or fax a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC

Attn: Amanda Hudnut

Fax: 800-374-6402

Email: musco.contracts@musco.com

All purchase orders should note the following:

Sourcewell purchase – contract number: 071619-MSL

**Licenses and Permits**

MUSCO, a non-union organization, requires the customer to arrange and secure all licenses, permits and/or applicable labor contracts with local authorities. MUSCO shall not be held responsible for local union labor and any permits, if required.

**Nonliability**

Before Musco enters the Property to set up its equipment under this Agreement, Customer must notify Musco of any landscaping or surface areas that are to be avoided by Musco in setting up its equipment. Absent Musco's negligence or willful misconduct, Musco is not, at any time or to any extent, liable, responsible or in any way accountable for any loss, injury, death or damage to persons or property, from any cause



that at any time may be suffered or sustained by Customer, or by any person on or about the Property arising out of the entry or activities on the Property by Musco, or any person or persons permitted on the Property by Musco.

Sincerely,



Joe Fox  
Lighting Services Representative  
Musco Sports Lighting, LLC  
Phone: 641-676-2340  
E-mail: joe.fox@musco.com

