

BRUNSWICK CITY SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

Agenda

SEPTEMBER 24, 2018

6:15 PM

**or immediately following Parks, Recreation & Community Committee
In Caucus Room**

1. Discussion Items
 - (a) An update of the Waste collection contract.
 - (b) **RES. NO. 71-18** - A resolution authorizing the City Manager to enter into an agreement with the Ohio Department of Transportation for the storage of road salt - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)
2. General Discussion
3. Adjournment

Waste/Recycle Collection Options

Revised 9-20-2018

Negotiations at the County are currently at \$54.69 per ton tipping fee once the facility is up and running in January 2020.
Considering increasing the fee from the current tipping fee of \$42.00 per ton to \$44.50 per ton in the next couple of months to cover current costs.
Current contract with Republic Waste expires on June 30, 2019.
We still have an option to renew the current contract for one additional month. Cost may remain the same or may increase. That will need to be negotiated
If we bid a similar program to what we currently have, we need to have the bids advertised the first week of December, 2018.
If we bid a program with carts we will need to have the bids advertised middle to late October 2018.

Options w/\$55 per Ton Trash and \$60 per Ton Recycle Disposal Fees

	Tipping Fees	Collection Fees	Bin or Cart Cost (Annual for 5 years)	Marketing Cost	Total Cost	Cost / Quarter / Customer	Actual or Estimated Quarterly Rate to Customers***
Option 1	\$827,970	\$2,304,285	\$0	\$0	\$3,132,255	\$67.16	\$69.98
Option 2	\$876,720	\$2,642,575	\$192,971	\$19,664	\$3,731,930	\$80.02	\$82.84
Option 3	\$876,720	\$1,512,012	\$347,969	\$19,664	\$2,756,364	\$59.10	\$62.92
Option 4	\$827,970	\$1,193,721	\$221,970	\$19,664	\$2,263,325	\$48.53	\$52.35
Actual Rate as of 7-23-2018							\$52.23

Options w/\$55 per Ton Trash and \$40 per Ton Recycle Disposal Fees

	Tipping Fees	Collection Fees	Bin or Cart Cost (Annual for 5 years)	Marketing Cost	Total Cost	Cost / Quarter / Customer	Actual or Estimated Quarterly Rate to Customers***
Option 1	\$827,970	\$2,304,285	\$0	\$0	\$3,132,255	\$67.16	\$69.98
Option 2	\$801,840	\$2,642,575	\$192,971	\$19,664	\$3,657,050	\$78.42	\$81.24
Option 3	\$801,840	\$1,512,012	\$347,969	\$19,664	\$2,681,484	\$57.50	\$61.32
Option 4	\$827,970	\$1,193,721	\$221,970	\$19,664	\$2,263,325	\$48.53	\$52.35
Actual Rate as of 7-23-2018							\$52.23

***Actual rates will be determined after all expenses are finalized

This analysis is intended to be used to aid in the selection of an option which will result in a bidding process. Assumptions are made in these numbers and actual cost will depend on bid results. If option 1 is selected there will be no need for rebidding waste collection until the current contract runs its course. Note the proposed quarterly rates also take into account delinquency, fuel fluctuations, city labor and benefit costs, processing costs, postage, computer equipment and software costs.

Option 1

Current Practice

Weekly trash collection unlimited and residents take their recycle to drop off containers throughout the city.

Option 2

Recycle Cart Only

Leave waste collection as is. Each household is given a recycle cart and all recyclables must be placed within the cart. Carts can be placed on the curb weekly.

Option 3

Waste & Recycle Cart

Provide a cart for waste collection and a cart for recycle collection to each household. Curb service for both waste and recycle is on a weekly basis.

Option 4

Comingled Waste/Recycle Cart

Provide a cart for waste and recycle comingled collection to each household.

Suggested Details of Program with Options 2-4

- Bulk items will be allowed unlimited on a weekly basis
- No extra bags of trash outside of cart will be allowed
- If the item is of a size that it will fit into a cart it must be in the cart to be picked up. It cannot be placed outside of the cart.
- White goods will be picked up on a weekly basis.
- Each customer will be allowed to have up to 3 unlimited collections per year. The contractor will be required to track and
- Contractor will be required to purchase, deliver and maintain the carts. This includes but is not limited to replacing wheels, lids, bodies and delivery etc.
- Contractor will be required to keep a minimum of 75 recycle and 75 waste carts in stock at all times and upon completion of the contract deliver these to Brunswick.
- Contractor will be required to lease, deliver and bill customers that request additional carts at a rate of \$58 per cart and keep track of these in a data base. These carts will remain the property of the City but maintained by the contractor.

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 09/24/2018

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 71-18** - A resolution authorizing the City Manager to enter into an agreement with the Ohio Department of Transportation for the storage of road salt - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

BACKGROUND: This arrangement has occurred for many years and this is a continuation of the same arrangement.

PURPOSE AND EXPLANATION: This agreement will allow ODOT to continue to operate as efficiently as possible by staging salt near the areas that they are providing snow and ice control thereby providing safe and effective transportation to Brunswick and other citizens. This operational efficiency minimizes drive time for plow drivers during snow and ice events allowing them to reload with salt near the area they are providing service.

IMPLEMENTATION SCHEDULE: This work will take place commencing with the first snow fall this year.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	No
Suspension of Rules	No

If emergency or suspension of the rules, why the request?

This agreement is needed when the snow and ice activities commence which can be at any time.

ADDITIONAL

INFORMATION:

ROAD SALT STORAGE AGREEMENT

THIS ROAD SALT STORAGE AGREEMENT is entered into by and between the City of Brunswick, an Ohio municipal corporation located at 4095 Center Road, Brunswick, Ohio 44212 (the "City") and the Ohio Department of Transportation ("ODOT").

RECITALS:

WHEREAS, the Parties hereto have determined that it is desirable to establish an arrangement wherein the City will allow ODOT to store road salt on City owned property and utilize City equipment for loading such road salt as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and obligations contained herein, the Parties hereto agree as follows:

1. **TERM.** The term of this Agreement shall commence upon full execution of this Agreement and end on June 30, 2019 unless terminated by either Party hereto as provided in Section 2 herein.
2. **TERMINATION.** This Agreement may be terminated by either Party hereto upon thirty (30) days written notice.
3. **ODOT RESPONSIBILITIES.** Upon full execution of this Agreement ODOT shall provide fifty (50) tons of road salt annually to the City at a location approved by the City (the "Storage Location") for the use of storage buildings and equipment. ODOT employees shall be solely responsible for loading road salt into ODOT vehicles. ODOT shall provide the City Service Director with the accounting of road salt removed from the Storage Location after each snow event and shall replenish the road salt upon the direction of the City Service Director as soon as reasonable after each snow event. Upon termination of this

Agreement, ODOT shall replenish any road salt that has not already been replenished.

4. CITY RESPONSIBILITIES. The City shall provide the Storage Location to ODOT and permit ODOT employees to utilize City equipment, including fuel, necessary to load road salt into ODOT vehicles at no cost.
5. WORKERS' COMPENSATION. Each Party hereto shall provide workers' compensation for its own employees.
6. PROPERTY DAMAGE. Each Party shall be responsible for and shall hold the other Party harmless from injury to its own employees or damage to its property. Any damage to City owned property as a result of ODOT's use shall be repaired by the City and the actual cost of repair shall be reimbursed by ODOT through the provision of road salt in an amount equivalent to the actual cost of repair.
7. ASSIGNMENT. This Agreement is not assignable without the prior written consent of both Parties hereto.
8. DEFAULT/REMEDIES. In the event of a material default by either Party in the performance of its obligations hereunder, the non-defaulting Party shall deliver to the other Party written notice setting forth the nature of the default. The defaulting Party shall have thirty (30) days to cure the default. If the default is not cured to the satisfaction of the non-defaulting Party within such thirty (30) day period, the non-defaulting Party may terminate this Agreement. In the event of termination, the defaulting Party shall have no further rights or obligations under

this Agreement; however, the defaulting Party shall not be relieved of its obligations under this Agreement which accrued prior to the date of termination.

9. MISCELLANEOUS. This Agreement shall be governed by the laws of the State of Ohio. This Agreement contains the entire agreement between the Parties and any amendment hereto shall be mutually agreed upon in writing by the Parties hereto.

10. NOTICES. All notices which either Party hereto may give shall be addressed, in the case of the City of Brunswick, as follows:

The City of Brunswick
Attn: Service Director
4095 Center Road
Brunswick, Ohio 44212

And in the case of the Ohio Department of Transportation, as follows:

Ohio Department of Transportation
Attn: Howard Goodyear
3220 Medina Road
Medina, Ohio 44256

Such notices shall be delivered personally or sent by certified mail to the above addresses, or such other addresses as either Party may direct.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed
as of the dates indicated below.

City of Brunswick

Ohio Department of Transportation

Carl S. DeForest, City Manager

By: _____

Date: August 13, 2018

Date _____

Approved as to form:

Kenneth J. Fisher, Law Director

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH THE OHIO DEPARTMENT OF
TRANSPORTATION FOR THE STORAGE OF ROAD SALT.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: The City Manager is hereby authorized and directed to enter into an Agreement
with the Ohio Department of Transportation, as attached hereto as Exhibit "A",
for the storage of road salt.

SECTION 2: That this Resolution shall take effect and be in force from and after the earliest
period allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 71-18

BY: Mr. Salzgeber, Mr. Capretta and Mr. Hanek

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH THE OHIO DEPARTMENT OF
TRANSPORTATION FOR THE STORAGE OF ROAD SALT.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: The City Manager is hereby authorized and directed to enter into an Agreement with the Ohio Department of Transportation, as attached hereto as Exhibit "A", for the storage of road salt.

SECTION 2: That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC