

BRUNSWICK CITY SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

Agenda

APRIL 8, 2019

6:45 PM

In Caucus Room

or immediately following the Building and Building Code Committee Meeting

1. Discussion Items
 - (a) **RES. NO 26-19** - An emergency resolution authorizing participation in the Ohio Department of Transportation winter contract for road salt for the 2019-2020 winter season. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)
 - (b) **RES. NO. 27-19** - A resolution accepting a perpetual public easement from Kenneth R. Sacks for access to and maintenance of a public water main within the Orchard Apartments Development. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)
 - (c) **RES. NO. 28-19** - 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

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 4/8/2019

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 26-19** - An emergency resolution authorizing participation in the Ohio Department of Transportation winter contract for road salt for the 2019-2020 winter season. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

BACKGROUND: The ODOT Office of Contracts Purchasing Services provides the opportunity for municipal corporations to participate in the State's purchase of sodium chloride (road salt) for snow and ice removal.

PURPOSE AND EXPLANATION: This agreement would allow the City to purchase sodium chloride (road salt) through the ODOT contract. This provides an economy of scale that typically provides lower prices than the City can receive on its own and helps the City keep salt costs as low as possible. The City of Brunswick has participated in this program in the past years with benefit.

IMPLEMENTATION SCHEDULE: The participation agreement was received from ODOT on March 19, 2019 with a deadline to have submitted completed legislation and the committed quantity of sodium chloride no later than April 19, 2019.

FINANCIAL INFORMATION: City entering into a cooperative purchasing program with ODOT - - - Salt & Cinders 117-0420-55300 - 2000 tons -

FINANCIAL SUMMARY: Per ton salt price and purchasing requirements would be based on the new ODOT contract that is yet to be determined. Purchases will be limited to Council adopted budget and the certified purchase order amounts in accordance with Ohio Revised Code Section 5705.41D.

RECOMMENDED ACTION:

One Reading	Yes
Two Readings	No
Three Readings	No

Emergency	Yes
Suspension of Rules	Yes

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

It is requested that legislation is passed by emergency measure with the suspension of the rules for the immediate preservation of the public peace, property, health, safety, or welfare, and so that the legislation will be enacted and delivered to ODOT prior to their April 19, 2019 deadline.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 26-19

BY: Mrs. Rodriguez, Mr. Capretta and Mr. Hanek

AN EMERGENCY RESOLUTION AUTHORIZING PARTICIPATION IN THE
OHIO DEPARTMENT OF TRANSPORTATION WINTER CONTRACT FOR
ROAD SALT FOR THE 2019-2020 WINTER SEASON.

WHEREAS: Ohio Revised Code Section 5513.01(B) provides the opportunity for political subdivisions to participate in contracts of the Ohio Department of Transportation (“ODOT”) for purchase of supplies, including road salt; and

WHEREAS: The City has participated in ODOT contracts for road salt in past years, which participation minimizes road salt costs and price increases.

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

SECTION 1: The City Manager is hereby authorized and directed, upon the approval of the Law Director, to enter into all necessary agreements with ODOT for the purchase of road salt for the 2019-2020 winter season upon the following terms:

- a) The City agrees to be bound by all terms and conditions established by ODOT in the Winter Contract for Road Salt (the “Contract”) and acknowledges that upon award of the Contract by the Director of ODOT, the City will be bound by all such terms and conditions contained therein.
- b) The City hereby acknowledges that upon formal execution of the Contract by the Director of ODOT, a contract between the City and the awarded road salt supplier (the “Supplier”) shall be created.
- c) The City hereby agrees to be solely responsible for resolving all claims or disputes arising out of the participation in the Contract and agrees to hold ODOT harmless from any claims, actions, expenses or other damages arising therefrom.
- d) The City hereby requests a total of 2,000 tons of Sodium Chloride (road salt), which the City agrees to purchase from the Supplier at the delivered price per ton as per the Contract.
- e) The City hereby agrees to purchase a minimum of 90% of the above requested road salt quantity from Supplier during the effective period of the Contract from September 1, 2019 through April 30, 2020.
- f) The City hereby agrees to place orders with and directly pay the Supplier on a net 30 basis for all road salt delivered pursuant to the Contract.
- g) The City hereby acknowledges that should the City wish to rescind its election to participate under the Contract, the City will do so no later than Thursday, June 1, 2019 by sending a written email request to ODOT Office of Contract Sales, Purchase Section at Contracts.Purchasing@dot.ohio.gov. Upon receipt, ODOT shall respond

that it has received the rescission request and confirm removal of the City's request to participate in the Contract. The City hereby acknowledges that it is the sole responsibility of the City to ensure that ODOT has timely received this Resolution and/or any rescission request and ODOT shall not be held responsible or liable for failure to timely receive the City's request to participate in the Contract and/or any rescission request.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that this Resolution must be submitted to ODOT by April 19, 2019 to allow for participation in the Contract for the 2019-2020 winter season. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

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

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 4/8/2019

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

FROM: Carl S. DeForest, City Manager
Paul Barnett, Matt Jones

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 27-19** - A resolution accepting a perpetual public easement from Kenneth R. Sacks for access to and maintenance of a public water main within the Orchard Apartments Development. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

BACKGROUND:

**PURPOSE AND
EXPLANATION:**

The proposed easement allows for the installation and maintenance of a water main on the Orchard Apartments Phase 2 site as needed to provide domestic water service and fire protection to the proposed apartment buildings.

**IMPLEMENTATION
SCHEDULE:**

The project is currently underway and is anticipated to be complete in late 2019.

**FINANCIAL
INFORMATION:**

**FINANCIAL
SUMMARY:**

No costs known by Finance at this time. Should costs arise, they must be handled in accordance with Ohio laws, the Charter of the City of Brunswick, and the Council-approved budget.

**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?

ADDITIONAL

INFORMATION:

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 27-19

BY: Mrs. Rodriguez, Mr. Capretta and Mr. Hanek

A RESOLUTION ACCEPTING A PERPETUAL PUBLIC EASEMENT FROM KENNETH R. SACKS FOR ACCESS TO AND MAINTENANCE OF A PUBLIC WATER MAIN WITHIN THE ORCHARD APARTMENTS DEVELOPMENT.

WHEREAS: Kenneth R. Sacks has proposed providing a perpetual public easement to the City of Brunswick and City of Cleveland for access to and maintenance of a public water main within the Orchard Apartments Development.

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

SECTION 1: That the City of Brunswick hereby accepts the perpetual public easement, upon approval of the Law Director, from Kenneth R. Sacks in the form as attached hereto as Exhibit "A".

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

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 4/8/2019

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. 28-19** - 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 agreement 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:

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 28-19

BY: Mrs. Rodriguez, 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

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, 2020 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_____

Date_____

Approved as to form:

Kenneth J. Fisher, Law Director