

BRUNSWICK CITY COMMITTEE-OF-THE-WHOLE

Agenda

OCTOBER 28, 2019

6:30 PM

In Caucus Room

or immediately following the Economic Development Committee Meeting

1. Discussion Items
 - (a) Comprehensive Plan 2019
2. Motion Items
 - (a) Motion to approve the Programmatic Agreement for coordination between the City of Brunswick and the Ohio State Historic Preservation Office for the administration of programs using Housing & Urban Development (HUD) funds.
 - (b) Motion authorizing the City Manager to enter into an agreement with AMV Turf LLC, DBA NEO Landscape Management for Supplemental Snow and Ice Services during Emergency Conditions for a cost not to exceed \$63,360.00. Requests for Proposals were advertised with one company responding.
 - (c) Motion authorizing a change order to Konstruction King, Inc. in the amount of \$39,898.32 for the 2019 Concrete Repair Program.
3. Review Legislation
 - (a) **RES. NO. 75-19** - A resolution authorizing the City Manager to enter into an agreement with W.B. Mason for the provision of office supplies for a period of one (1) year from January 1, 2020 through December 31, 2020, with two (2) separate one (1) year renewal options. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Jim Foster*)
4. General Discussion
5. Executive Session
 - (a) Motion to go into Executive Session to discuss the appointment, employment, dismissal, discipline, demotion or compensation of a public employee.
6. Adjournment

DISCUSSION



DATE: 10/28/2019

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

FROM: Carl S. DeForest, City Manager

COPY: Mayor Ron Falconi

DISCUSSION: Comprehensive Plan 2019

BACKGROUND:

**PURPOSE AND
EXPLANATION:**

For City Council's discussion, attached is the Planning Commission's recommendation to approve the Comprehensive Plan 2019 Update with the included conditions.

**IMPLEMENTATION
SCHEDULE:**

**FINANCIAL
INFORMATION:**

**FINANCIAL
SUMMARY:**

**RECOMMENDED
ACTION:**

**ADDITIONAL
INFORMATION:**

PLANNING COMMISSION

MEMORANDUM



DATE: October 18, 2019
TO: City Council
Carl DeForest, City Manager
FROM: Pam Plavecski, Planning & Zoning Coordinator *pp*
SUBJECT: Comprehensive Plan 2019 Update: Advance Brunswick

The Planning Commission, at their meeting on October 17, 2019, voted to **recommend approval** to City Council of the Comprehensive Plan 2019 Update: Advance Brunswick with the following comments:

1. A glossary should be added to explain unfamiliar terms.
2. On page 7 of the Executive Summary, under the "Connect community assets" and on page 55, North Park should be added as part of the potential "Plum Creek Greenway". Also, "Plum Creek Park" should be amended to "Plum Creek County Park".
3. Suggest more flexibility in development of the C-N Neighborhood Commercial District at Bennett's Corners.
4. Identify the pros and cons of a Community Improvement Corporation (CIC).

c: Grant Aungst, Community & Economic Dev. Director
Ken Fisher, Law Director
Matt Jones, Consulting City Engineer
Cliff Calaway, Chief Building Official

THE CITY OF BRUNSWICK

PROPOSED MOTION



DATE: 10/28/2019

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

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

MOTION: Motion to approve the Programmatic Agreement for coordination between the City of Brunswick and the Ohio State Historic Preservation Office for the administration of programs using Housing & Urban Development (HUD) funds.

BACKGROUND: The current Programmatic Agreement for coordination between the City of Brunswick and the Ohio State Historic Preservation Office for administration of programs using U.S. Department of Housing and Urban Development funds will expire on December 31, 2019. The new agreement will take effect from January 1, 2020 and will expire on December 31, 2024.

PURPOSE AND EXPLANATION: As required by the Ohio State Historic Preservation Office, the existing Programmatic Agreement which expires on December 31, 2019, must be renewed in order to receive CDBG and other funds. The new Programmatic Agreement will take effect on January 1, 2020 and expire on December 31, 2024.

IMPLEMENTATION SCHEDULE: Immediately.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION: Recommend approval

ADDITIONAL INFORMATION:

PROGRAMMATIC AGREEMENT

**for Coordination
between**

City of Brunswick

and the

Ohio State Historic Preservation Office

for the

**Administration of Programs Using HUD Allocated Funds with Delegated Review
Responsibilities Authorized Under 24 CFR Part 58**

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") has allocated Community Development Block Grant (CDBG) and other funds to the State of Ohio Development Services Agency ("State"); and

WHEREAS, the State has awarded CDBG and other funds to City of Brunswick (hereinafter referred to as "grantee")); and

WHEREAS, the funding sources covered by this Programmatic Agreement may include, but are not limited to CDBG, Home Investment Partnership (HOME), Economic Development Initiative (EDI), Emergency Shelter Grants, Supportive Housing, Housing Opportunities for Persons with AIDS (HOPWA), and Neighborhood Stabilization Program (NSP) Grants; and

WHEREAS, in accordance with 24 CFR Part 58, the grantee assumes responsibility for environmental review, decision-making, and actions that would otherwise apply to HUD under the National Environmental Policy Act (NEPA) and other provisions of law and this agreement coordinates the analysis and review of projects as provided under 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), in order to meet the purposes and requirements of both statutes in a timely and efficient manner; and

WHEREAS, the grantee has determined that the undertakings it carries out using the above-listed HUD funding sources may affect properties that are listed in or eligible for listing in the National Register of Historic Places ("National Register"); and

WHEREAS, the grantee has consulted with the Ohio State Historic Preservation Officer (SHPO) regarding the development of this agreement pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act ("NHPA") (54 U.S.C. § 306108); and

WHEREAS, the grantee has consulted with the regarding the implementation of this agreement and public notification procedures and invited it to concur in this agreement; and

WHEREAS, the grantee and the SHPO agree that by following the procedures outlined in this agreement, the grantee will be able to meet its obligations pursuant to 36 CFR Part 800 to take into account the effects of federally assisted projects on historic properties and provide the ACHP with an opportunity to comment.

NOW, THEREFORE, the grantee and the SHPO have agreed to carry out their respective responsibilities pursuant to Section 106 and Section 110(f) of the NHPA and the regulations at 36 CFR Part 800, in accordance with the following stipulations:

STIPULATIONS

I. New Construction & Archaeology

New construction is not exempt and must be submitted to the SHPO for review.

In the event the grantee plans any ground disturbance as part of a rehabilitation, new construction, site improvement, or other undertaking, the grantee will consult with the SHPO to determine whether the undertaking will affect an archaeological property eligible for or listed in the National Register. This stipulation shall not be interpreted to include a limited subset of ground-disturbing activities that are exempt from review, as described in Stipulation II.B.2.

II. Exempt Activities

A. If the grantee determines that an undertaking only involves buildings that are less than fifty years old, or if the undertaking includes only exempt activities (as defined by Stipulations II. B., II. C., and II. D), then the undertaking shall be deemed exempt from further review. Such undertakings will require no review under the terms of this agreement because these activities will generally not affect historic properties.

1. This stipulation may include the demolition of buildings less than fifty years old, so long as the building has not previously been determined to be eligible for listing or listed in the National Register of Historic Places.
2. The grantee will keep documentation of this decision to exempt specific undertakings in its files and compile a complete list of exempt undertakings annually, as required in Stipulation VIII.

B. If the proposed undertaking falls within one of the following categories, the activities shall be deemed exempt:

1. Non-Construction Work and Development, General Exclusions

- a. Public service program that does not physically impact buildings or sites.
- b. Architectural and engineering design fees and other non-construction fees and costs.

- c. Rental or purchase of equipment that does not physically impact buildings or sites.
- d. Temporary board-up, bracing, or shoring of a property, provided that it is installed without permanent damage to the building or site.
- e. Mortgage refinancing or purchasing of a property where no change in use, new construction, or rehabilitation will occur.
- f. Acquisition of vacant land when no subsequent redevelopment of the property is anticipated (including land banking).
- g. Acquisition of land with demolition or rehabilitation of buildings that are less than fifty years old (including land banking).
- h. Rehabilitation of mobile and manufactured homes.
- i. Loans used to fund rehabilitations of buildings less than fifty years old.

2. Site Work

- a. Repair, line painting, paving, resurfacing, and maintenance of existing streets, roads, alleys, parking lots, sidewalks, curbs, ramps, and driveways where no change in width, surfaces, or vertical alignment to drainage is to occur; the replacement in kind of concrete sidewalks where no change in width occurs.
- b. New curb cuts and simple accessibility improvements at roadway crossings to meet ADA requirements. Any improvements that require retaining walls or multiple levels shall be submitted for review.
- c. Maintenance and repair of existing landscape features, including planting, fences, retaining walls, and walkways.
- d. Installation of exterior lighting fixtures on poles outside of individual properties, including parking lots, sidewalks, and freestanding yard lights; installation of new or replacement lighting fixtures that are to be attached to a building less than fifty years old. This exemption is not meant to include street lighting that will serve multiple properties.
- e. Installation of emergency public warning sirens on existing poles and new poles; installation of emergency public warning sirens to a building less than fifty years old.
- f. Within previously excavated trenches, the repair, maintenance, or replacement of existing residential water and sanitary sewer connections and lines. This exemption does not apply to the installation of water or sewer main lines, but only to connections between individual properties and existing public systems.
- g. Repair, in kind replacement, or reconstruction of existing catch basins.

- h. Replacement of utility meters on buildings in the same location as existing.

3. Exterior Rehabilitation

- a. Rebuilding of existing wheelchair ramps, or installation of new ramps on secondary building elevations where the building is not located on a corner lot.
- b. Repair (not replacement) of porches, cornices, exterior siding, doors, windows, balustrades, stairs, or other trim as long as any new materials matches existing features in composition, design, color, texture, and other visual and physical qualities.
- c. Foundation repair. Repointing of foundation masonry is exempt only on secondary elevations. If the building is on a corner lot, repointing of foundation masonry is not exempt on the elevations that face the streets.
- d. Exterior scraping with non-destructive means and painting of wood siding, features, and trim; exterior painting of masonry, if existing surfaces are already painted. This does not apply to the use of lead encapsulate paint. No abrasive cleaning is permitted for the removal of any building materials.
- e. Caulking, reglazing, and weather-stripping.
- f. Installation of screens and storm windows, provided that they:
 - i. Completely fill the original window opening.
 - ii. Match the meeting rail or other major divisions.
 - iii. Interior storms must not cause damage to the original interior trim.
 - iv. Interior storms must be designed to seal completely so as to protect the primary window from condensation.
- g. Installation of storm doors, if they are undecorated and have a painted finish to match existing trim or the existing door.
- h. Repair or replacement of asphalt, fiberglass, and asbestos shingle roof covering with the same materials as long as the shape of the roof is not changed.
- i. Replacement of a flat roof not visible from a public right-of-way as long as the shape of the roof is not changed.
- j. Repair or replacement of metal gutters and downspouts; and relining, repainting, and repair of box gutters. This does not apply to the replacement of box gutters.

4. Interior Rehabilitation

- a. Repair (not replacement) of existing interior walls, floors, ceilings, decorative plaster, or woodwork, provided the work is limited to repainting, in-kind patching, refinishing, or repapering.
- b. Installation of attic insulation.
- c. Repair (not replacement) of existing interior walls, floors, ceilings, decorative plaster, or woodwork, provided the work is limited to repainting, in-kind patching, refinishing, or repapering.

- d. Kitchen and bathroom remodeling if no walls, windows, or doors are removed or relocated so as to alter the floor plan. Venting allowed through roof or secondary wall.
 - e. Installation of new furnace, boiler or water heater; furnace cleaning or repair.
 - f. Installation or repair of all electrical, plumbing, heating, ventilation, and air conditioning systems as long as no alteration is made to structural features or decorative features.
 - g. Installation of new ceiling openings for attic access or pull-down stairs; removal and sealing up of obsolete pull-down stairs.
 - h. Asbestos abatement activities that do not involve removal or alteration of structural or decorative features.
 - i. Lead paint hazard abatement such as HEPA cleaning and HUD approved paint removal or stabilization. Any decorative features shall be treated with care and retained for re-installation after treatment.
- C. Activities defined in 24 CFR Section 58.34 of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement.
- D. Activities defined in 24 CFR Section 58.35(b) of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement.

III. Project Review

- A. If the grantee determines that an undertaking will involve any activities that are not exempt under Stipulation II, the grantee will, in accordance with 36 CFR Part 800, consult with the SHPO before starting the undertaking by submitting the following documentation to the SHPO:
- 1. Project location, including a map;
 - 2. Project description, including work write-ups, plans, or specifications, as appropriate;
 - 3. Color photographs of all elevations of the building or site;
 - 4. Date any buildings in the project area were built;
 - 5. Statement of whether any properties in the project area are listed in or eligible for listing in the National Register;
 - 6. If there are listed or eligible properties, a statement of whether and how the undertaking will affect the historic properties.
- B. This submission should include, and the SHPO will consider, the following information if it explains the grantee's decisions regarding National Register eligibility and effect:
- 1. Condition assessments for various historic elements;
 - 2. An explanation of the goals of the undertaking;

3. Alternative treatments considered and cost estimates for each;
 4. Life cycle maintenance costs related to each alternative;
 5. Proposed measures to mitigate or minimize adverse effects;
 6. Available marketing studies; and
 7. Any other information that warrants consideration.
- C. At the discretion of the grantee, SHPO's Section 106 Project Summary Form can be used to satisfy Stipulation III A & B.
- D. The SHPO will respond, in accordance with 36 CFR Part 800, to the grantee within 30 days after receiving the project documentation by stating that:
1. The SHPO concurs with the grantee's decision about eligibility and effect;
 2. The SHPO disagrees with the grantee's decision about eligibility and effect; or
 3. The SHPO needs more information in order to concur or disagree with the grantee's decision about eligibility or effect.
- E. If the SHPO and the grantee agree that the undertaking will have no effect on properties that are listed in or eligible for listing in the National Register, the grantee will retain the SHPO's letter in its project file and the review process, in accordance with 36 CFR Part 800, will be complete.
- F. If the SHPO and the grantee agree that the undertaking will have an effect on properties that are listed in or eligible for listing in the National Register, the grantee will follow the standard process described in 36 CFR Part 800 to complete consultation.
- G. Any disagreements regarding the National Register eligibility of historic properties may be resolved through the grantee requesting a Determination of Eligibility from the Keeper of the National Register of Historic Places, as described in 36 CFR Part 63. Any disagreements regarding project effects shall be resolved as described in 36 CFR Part 800.6. The grantee or SHPO may elect to invite the ACHP to participate or provide its opinion, if they determine it to be appropriate.

IV. Technical Assistance and Educational Activities

Staff in the SHPO's Resource Protection and Reviews Department will provide technical assistance, consultation, and training of grantee staff as required by the grantee or as proposed by the SHPO in order to assist the grantee in carrying out the terms of this agreement. SHPO may also request that appropriate members of the grantee's staff should attend training specifically in the use and interpretation of this agreement, or the overall regulatory process described in 36 CFR Part 800.

V. Public Involvement and Participation

- A. In accordance with citizen participation requirements for State-administered HUD programs (24 CFR Section 570.486), the grantee will seek public input and notify the public of proposed actions.
 - 1. The grantee will, at a minimum, hold two public hearings to seek public comment regarding the planning and implementation of State-administered HUD programs. The first public hearing will address basic program parameters, and the second public hearing will provide specific information regarding proposed activities. Notice of both hearings will be published 10 days in advance in a newspaper of general circulation.
 - 2. The grantee will hold an additional public hearing if a State-administered HUD program is amended. The Amendment Public Hearing provides citizens with an opportunity to review and comment on a substantial change in the program. Notice of an Amendment Public Hearing will be published 10 days in advance in a newspaper of general circulation.
- B. The public notification procedures outlined in 24 CFR Part 58 for a Notice of Intent to Request Release of Funds (NOI/RROF) and Finding of No Significant Impact (FONSI) require the grantee to make information about individual projects available for public inspection, and to consider the views of the public and consulting parties in decision-making about individual projects
- C. For individual projects located in locally designated districts or those that may affect locally listed properties, the appropriate local review board will be presented with information regarding the proposed project for consideration as part of their regularly scheduled hearing, along with any project alternatives considered.

VI. Post Review Discovery

- A. In the event that historic properties are discovered or unanticipated effects on historic properties found after completion of the Section 106 process, the grantee will follow the process established at 36 CFR Part 800.13. In all cases of discovery or unanticipated effects, the grantee will contact SHPO as soon as practicable and provide sufficient information so that SHPO can make meaningful comments and recommendations.
- B. In the event that human remains are discovered during the development or construction of any project subject to this agreement, construction will cease in the area of the discovery. The grantee will contact SHPO and the County Sheriff and/or County Coroner within 48 hours. The grantee will also consult with SHPO, DSA and the County Sheriff and/or Coroner to develop and carry out a treatment plan for the care and disposition of human remains.
- C. When the human remains are determined to be of Native American Indian origin, the treatment plan will also be developed in consultation with appropriate federally recognized Native American Indian Tribes. The grantee may call upon

representatives of DSA and HUD for assistance in conducting meaningful and respectful discussions with tribal representatives.

VII. Dispute Resolution

Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this agreement are implemented, the grantee shall consult with such party to resolve the objection. If the grantee determines that such objection cannot be resolved, the grantee will:

- A. Forward all documentation relevant to the dispute, including the grantee's proposed resolution, to the ACHP. The ACHP shall provide the grantee with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the grantee shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The grantee will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the grantee may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the grantee shall prepare a written response that takes into account any timely comments regarding the dispute, and provide them and the ACHP with a copy of such written response.
- C. The grantee's responsibility to carry out all other actions subject to the terms of this agreement that are not the subject of the dispute remain unchanged.

VIII. Monitoring

- A. Within 30 days after the end of each calendar year that this agreement is in force, the grantee will submit to the SHPO a list of undertakings exempted from review under Stipulation II of this agreement.
 1. For each exempted undertaking the list will include the project location, the age of the building or its date of construction, a full description of each activity undertaken, PA Stipulation used to exempt project from review and name and title of grantee staff member who exempted project from review. The description shall include a list of the work done as well as how the work was done, such as: window sash repaired and repainting.
 2. The grantee should also include in their submission three (3) random samples of exempt projects, on buildings (50) years or older, with copies of the information that was available to support the project's consideration under the terms of this agreement.
- B. If the grantee did not exempt any undertakings from review under the terms of this agreement during the calendar year, it still must inform the SHPO of the lack of exemptions by letter notification.

IX. Definitions

The definitions provided in the National Historic Preservation Act and the regulations at 36 CFR Part 800 apply to terms used throughout this agreement, such as "historic property" and "effect."

X. Amendment & Duration

This agreement will continue in full force until December 31, 2024 and may be reviewed for modifications, termination, or renewal before this date has passed. At the request of either party, this agreement may be reviewed for modifications at any time. This PA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

XI. Emergencies

A. In the event that the grantee determines that a project must be completed on an emergency basis due to an imminent threat to life or property or in response to a natural disaster or emergency, the grantee may set aside the timeline established in Stipulation III to facilitate expedited review by the SHPO.

1. The grantee shall notify the SHPO in advance by phone of its intention to submit a project for emergency review.
 - a. Cover letter describing the nature of the emergency and the proposed treatment. Emergency nature of review shall be noted in bold in reference line.
 - b. The address of the property and the nature of the emergency
 - c. Recent photographs of the property
 - d. A signed copy of any local order compelling immediate action
 - e. An Ohio Historic Inventory Form or other documentation regarding the National Register eligibility of the affected property
2. The SHPO shall promptly notify the grantee of its concurrence with the grantee's effect determination or may request additional information to complete the review. SHPO may recommend to grantee that resolution of adverse effects requiring the execution of a Memorandum of Agreement is necessary, but may agree to grantee's recommendation to defer completion of such an agreement until the necessary emergency actions have been taken.

Execution of this PA by the grantee and SHPO and implementation of its terms evidence that the grantee has taken into account the effects of its undertakings on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

Grantee Jurisdiction Name

Signature

Date

[name and title of the head of the jurisdiction - such as mayor or county commissioner - or authorized representative - such as city manager or planning director], [grantee]

Contact Information

Carl S. DeForest, City Manager
City of Brunswick
4095 Center Road
Brunswick, OH 44212
(330) 558-6826
cdeforest@brunswick.oh.us

State Historic Preservation Office

Signature	Date
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Diana Welling

Deputy State Historic Preservation Officer for
Resource Protection and Review

Contact Information:

800 East 17th Avenue

Columbus, OH 43211

dwelling@ohiohistory.org

614-298-2000

THE CITY OF BRUNSWICK
PROPOSED MOTION



DATE: 10/28/2019

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

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

MOTION: Motion authorizing the City Manager to enter into an agreement with AMV Turf LLC, DBA NEO Landscape Management for Supplemental Snow and Ice Services during Emergency Conditions for a cost not to exceed \$63,360.00. Requests for Proposals were advertised with one company responding.

BACKGROUND: In January 2019, the City experienced a severe snow storm with over 12" of snow that required 72 hours to clear the roadways for the entire city. Options for increased service were prepared and presented per Council's request on options to deal with future similar events. One of those options was to seek supplemental snow and ice service during emergency events from the private sector. Council requested that we obtain responses through an RFP process to further investigate the costs.

PURPOSE AND EXPLANATION: This motion will allow the City Manager to enter into contract with a contractor to provide Supplemental Snow and Ice Services during Emergency Conditions for an hourly rate for approximately two snow storm events for the 2019/2020 snow and ice season and also the 2020/2021 snow and ice season. The initiation of these services will only occur when deemed an emergency by the City Manager.

IMPLEMENTATION SCHEDULE: This contract will start on November 15, 2019 and conclude on December 31st, 2021.

FINANCIAL INFORMATION: - - \$31,680 annually for 2 years for a total cost of \$63,360. - 117-0420-54263 - -

FINANCIAL SUMMARY: With some reallocation of appropriations in 2019, the City could have enough funds to cover the costs of one large snow storm in 2019. Any additional snowstorms requiring emergency back-up service in 2019 beyond that one would require separate budget amendment legislation before funding could become available.

For 2020 and future years, appropriations would need to be adopted by Council first. Authorized purchase orders would also have to be certified in accordance with Ohio Revised Code Section 5705.41 D.

**RECOMMENDED
ACTION:**

Passage of a motion which authorizes the City Manager to enter into contract with AMV Turf LLC, DBA NEO Landscape Management for Supplemental Snow and Ice Services during Emergency Conditions.

**ADDITIONAL
INFORMATION:**

RFP Response for Supplemental Snow and Ice Service During Emergency Conditions. 2019-001

One Bidder NEO Landscape Mgt. Bid Tabulation 10-18-2019						
Type 1 Service (Light Trucks) Includes cost of truck and fuel				Cost for Crew to provide service for 2 snow storms as defined below.		
Position	Straight Time	Overtime	Double Time	OT Costs	Double Time Costs	Total Costs
Driver	\$60.00	\$90.00	\$120.00	\$8,640.00	\$11,520.00	\$20,160.00
Foreman	\$60.00	\$90.00	\$120.00	\$2,160.00	\$2,880.00	\$5,040.00
Type 2 Service (Heavy Equipment)						\$0.00
Position	Straight Time	Overtime	Double Time			\$0.00
Operator	\$25.00	\$37.50	\$50.00	\$900.00	\$1,200.00	\$2,100.00
Foreman	\$25.00	\$37.50	\$50.00			\$0.00
Labor/truck Driver	\$25.00	\$37.50	\$50.00	\$300.00		\$300.00
Cat Loader 924G	\$85.00			\$4,080.00		\$4,080.00
			Totals	\$16,080.00	\$15,600.00	\$31,680.00
A crew consists of 4 drivers, 1 operator, 1 foreman, 1 loader and one labor/truck driver to deliver and remove the loader. Costs shown are for a 24 hour service for 2 storms per season.						
Assume time will be for 24 hours with 12 hours Overtime and 12 hours Double Time since they will be finalizing their normal snow and ice customers before servicing the City.						
It is estimated that utilizing the proposed crew over a 24 hour period will decrease the time it takes to service the entire City by 5 to 6 hours.						

THE CITY OF BRUNSWICK
PROPOSED MOTION



DATE: 10/28/2019

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

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

MOTION: Motion authorizing a change order to Konstruction King, Inc. in the amount of \$39,898.32 for the 2019 Concrete Repair Program.

BACKGROUND: Additional work was necessary on this project due to roadway conditions that deteriorated during the previous winter, after the contract documents had been finalized. Work limits had to be expanded in multiple locations in order for the new concrete to be correctly installed.

PURPOSE AND EXPLANATION: This change order will increase the contract amount from \$492,150.00 to \$532,048.32

IMPLEMENTATION SCHEDULE: Should authorization be granted at the October 28, 2019 Committee of the Whole meeting, the final invoice for the project will be approved shortly thereafter.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Change order will increase contract amount by \$39,898.32. Note that the final project cost including this change order will be below the budgeted amount for the project.

The change order relating to construction costs for Konstruction King will be charged to 332-0473-56881.

This change order will also result in additional engineering costs. Those costs will be charged to 332-0473-56883.

All costs are subject to sufficient appropriations and the issuance of a certified purchase order pursuant to ORC 5705.41 D.

RECOMMENDED ACTION: Passage of a motion which authorizes a change order in the amount of \$39,898.32 for the 2019 Concrete Repair Program

ADDITIONAL

INFORMATION:

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 10/28/2019

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

FROM: Carl S. DeForest, City Manager
Jim Foster

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 75-19** - A resolution authorizing the City Manager to enter into an agreement with W.B. Mason for the provision of office supplies for a period of one (1) year from January 1, 2020 through December 31, 2020, with two (2) separate one (1) year renewal options. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Jim Foster*)

BACKGROUND: Public bids were received and opened on September 24, 2019. Two bids were received with W. B. Mason, Inc. being the lowest and best vendor.

PURPOSE AND EXPLANATION: We would like this legislation read three times with suspension of the rules. There are a number of processes that must take place in order for a new ordering system to be up and running effective on January 1, 2020. By having this legislation effective after the third reading should allow this to happen. The first year contract would be effective January 1, 2020 through December 31, 2020.

IMPLEMENTATION SCHEDULE: Each department orders their own office supplies. Ordering and related expenses for office supplies by Department are limited to the Council adopted appropriations for each Department.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Each Department has a budget adopted by Council, which includes office supplies. All Departments must adhere to the budgets as established and adopted by Council pursuant to the Section 5705 of the Ohio Revised Code. The submitted bid would lock in pricing for office supply items.

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?

We would like this legislation read three times. Our current contract expires December 31, 2019. We need to be able to set up a new vendor and new ordering process prior to the end of the year.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 75-19

BY: Committee-of-the-Whole

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH W.B. MASON FOR THE PROVISION OF OFFICE SUPPLIES FOR A PERIOD OF ONE (1) YEAR FROM JANUARY 1, 2020 THROUGH DECEMBER 31, 2020, WITH TWO (2) SEPARATE ONE (1) YEAR RENEWAL OPTIONS.

WHEREAS: The City of Brunswick received two (2) bids for provision of office supplies in accordance with public bidding requirements;

WHEREAS: The two (2) received public bids were opened on September 24, 2019, with W.B. Mason determined to be the lowest and best bidder; and

WHEREAS: The agreement with the City's current vendor is scheduled to expire as of December 31, 2019.

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

SECTION 1: That the City Manager, with the approval of the Law Director, is hereby authorized and directed to enter into an Agreement with W.B. Mason for the provision of office supplies for a period of one (1) year from January 1, 2020 through December 31, 2020, with two (2) separate one (1) year renewal options, in an amount not to exceed submitted bid prices.

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