

BRUNSWICK CITY COMMITTEE-OF-THE-WHOLE

Agenda

NOVEMBER 14, 2016

6:30 PM

1. Discussion Items
 - (a) Dino Sculli of D S Benefits Group - Health Insurance Renewal
2. Motion Items
3. Review Legislation
 - (a) **RES. NO. 76-16** - A resolution permitting the City Administration to sell, through public internet auctions, personal property, including motor vehicles acquired for the use of municipal officers and departments, and road machinery, equipment, tools, or supplies, which are not needed for public use, or are obsolete or unfit for the use for which it was acquired for the Year 2017 - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Julie Murawski*)
 - (b) **RES. NO. 77-16** - An emergency resolution authorizing the City Manager to enter into a membership agreement with Sourcing Alliance Network to participate in joint purchasing programs - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/John Piepsny*)
 - (c) **RES. NO. 81-16** - An emergency resolution authorizing the City Manager to enter into a one (1) year contract with Medical Mutual of Ohio for the provision of medical and prescription insurance coverage for all full-time employees from January 1, 2017 through December 31, 2017 - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Julie Murawski-Dino Sciulli*)
 - (d) **RES. NO. 82-16** - An emergency resolution authorizing the City Manager to enter into one (1) year contract with Mutual of Omaha for the provision of dental insurance coverage for all full-time employees from January 1, 2017 through December 31, 2017- **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Julie Murawski-Dino Sciulli*)
4. General Discussion
5. Executive Session
 - (a) Motion to go into an Executive Session for the purpose to discuss the appointment, employment, dismissal, discipline, demotion or compensation of a public employee, as well as imminent litigation and sale of property.
6. Adjournment

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 11/14/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 76-16** - A resolution permitting the City Administration to sell, through public internet auctions, personal property, including motor vehicles acquired for the use of municipal officers and departments, and road machinery, equipment, tools, or supplies, which are not needed for public use, or are obsolete or unfit for the use for which it was acquired for the Year 2017 - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Julie Murawski*)

BACKGROUND: The Ohio Revised Code Section 721.15 permits municipalities to sell obsolete/unfit items by internet auction. This Section requires municipalities to adopt legislation annually.

**PURPOSE AND
EXPLANATION:**

IMPLEMENTATION

SCHEDULE: Legislation will go into effect 30 days after the final third reading.

**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?
Read the legislation three times.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 76-16

BY: Committee-of-the-Whole

A RESOLUTION PERMITTING THE CITY ADMINISTRATION TO SELL, THROUGH PUBLIC INTERNET AUCTIONS, PERSONAL PROPERTY, INCLUDING MOTOR VEHICLES ACQUIRED FOR THE USE OF MUNICIPAL OFFICERS AND DEPARTMENTS, AND ROAD MACHINERY, EQUIPMENT, TOOLS, OR SUPPLIES, WHICH ARE NOT NEEDED FOR PUBLIC USE, OR ARE OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED FOR THE YEAR 2017.

WHEREAS: Ohio Revised Code Section 721.15 permits municipalities to sell obsolete/unfit items by internet auction; and

WHEREAS: An annual Resolution adopted by City Council is required to permit the City to utilize the internet auction provision of ORC Section 721.15.

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

SECTION 1: That this Council hereby permits the City Administration to utilize the internet auction for the sale of personal property, including motor vehicles acquired for the use of municipal officers and departments, and road machinery, equipment, tools, or supplies, which are not needed for public use, or are obsolete or unfit for the use for which it was acquired for the year 2017.

SECTION 2: That the Clerk of Council shall cause notice of the adoption of this resolution to be published, in a newspaper of general circulation in the City, of the City's intent to sell unneeded, obsolete or unfit municipal personal property by internet auction. The notice shall include a summary of the information provided in this Resolution and shall be published at least two (2) times. The second and any subsequent notice shall be published not less than ten (10) nor more than twenty (20) days after the previous notice.

SECTION 3: That the Clerk of Council shall cause a notice to be posted continually throughout the calendar year in a conspicuous place in the offices of the Clerk of Council and the City Council and shall cause said notice to be posted continuously throughout the year on the City website.

SECTION 4: That the City shall conduct the internet auction via eBay (or other similar bidding site as long as notice is given) using the parameters provided by the auction site. Minimum price or reserve may be set, but is not required by law.

SECTION 5: That bidding shall continue for no less than fifteen (15) days, including Saturdays, Sundays and legal holidays, and shall be set for each item as noted on the internet auction site.

SECTION 6: That all terms and conditions of sale, including but not limited to pick-up and delivery, method of payment, sales tax, complete descriptions and/or pictures of the items, shall be specified for each item on the internet auction site.

SECTION 7: That the highest bidder upon the close of the open bidding period will be deemed to be the successful bidder of the internet auction. Upon the close of the auction, the City shall remit an invoice to the successful bidder for the amount of the bid. The successful bidder shall remit the entire payment within ten days of receipt of the invoice. Acceptable forms of payment include cashier's check, certified check, or money order. Other payment arrangements may be made by the City where circumstances warrant. Payment options such as on-line payment systems and PayPal or similar services are acceptable payment options. Notwithstanding the foregoing, all payment options are subject to the approval of the City's Finance Director.

SECTION 8: That all communication with the successful bidder shall occur in writing. Arrangements and costs associated with delivery to the successful bidder shall be the sole responsibility of the successful bidder. Risk of loss will be transferred to the successful bidder upon the tendering of the goods to the shipping company chosen by the successful bidder.

SECTION 9: That all items shall be sold without warranty in "AS IS" condition. All advertisements, listings, and notices shall be subject to the following language:

"The City of Brunswick, its officers, employers and agents offer this item for sale "AS IS" without any warranty or condition, express, implied or statutory. The City of Brunswick, its officers, employers and agents, specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement."

SECTION 10: That 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 the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 11: That this Ordinance 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
Barbara J. Ortiz

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 11/14/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 77-16** - An emergency resolution authorizing the City Manager to enter into a membership agreement with Sourcing Alliance Network to participate in joint purchasing programs - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/John Piepsny*)

BACKGROUND: Sourcing Alliance Network is a government purchasing cooperative that creates and manages joint purchasing programs for local governments in accordance with applicable law, which is similar to the State Purchasing Program

PURPOSE AND EXPLANATION: Immediate passage is necessary to allow for immediate participation in joint purchasing programs through Sourcing Alliance Network.

IMPLEMENTATION SCHEDULE: Adopt as an emergency with suspension of the rules on November 14, 2016.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Per the Agreement, each participant will be under no obligation to pay, utilize, receive, or otherwise participate in any Public Contract Offering of or made available through the Sourcing Alliance Network.

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?
Recommended to adopt as an emergency with suspension of the rules at the November 14, 2016 Council Meeting.

**ADDITIONAL
INFORMATION:**

SOURCING ALLIANCE NETWORK MEMBERSHIP AGREEMENT

This Sourcing Alliance Network Membership Agreement ("**Agreement**") of the Sourcing Alliance Network (as defined below) is made between certain public and/or quasi-public entities, Contract Holders ("**Contract Holders**") and Sourcing Alliance participants ("**Participants**"), that execute a Sourcing Alliance Network Certificate, as attached hereto (collectively, the Contract Holders and Participants are referred to as the "**Sourcing Alliance Members**" or singularly as a "**Sourcing Alliance Member**") to be appended and made a part hereof, thereby binding each Sourcing Alliance Member to the terms of this Agreement, and other public and/or quasi-public entities that agree to the terms and conditions hereof through this membership process in order to create the membership of this intergovernmental network (the "**Sourcing Alliance Network**").

RECITALS:

A. WHEREAS, after a competitive solicitation, bid, request for proposal, request for qualifications, negotiation and/or selection process has been facilitated, operated, and/or conducted by Contract Holders (the "**Public Procurement Process**"), in compliance with those Contract Holder's own policies, procedures, rules, and regulations, and that Public Procurement Process results in the award of a publicly procured contract for the receipt of and/or provision of products and/or services, the awardees, winners, contract recipients, and/or successful bidders of such publicly procured contracts (the "**Suppliers**") enter into contracts or agreements with the Contract Holders regarding the terms and conditions of the publicly procured contract (the "**Master Agreements**") to provide a variety of goods and/or services (the "**Products & Services**");

B. WHEREAS, Contract Holders possess, own, and/or control Master Agreements and make such Master Agreements available to Sourcing Alliance Members through the Sourcing Alliance Network, whereby Sourcing Alliance Members may voluntarily purchase and/or voluntarily enter into agreements to purchase Products & Services on the same terms, conditions, and pricing as set forth in the Master Agreements and as available to the Contract Holders of said Master Agreements, subject to any applicable local purchasing ordinances and the laws of the State of purchase (the "**Public Contract Offerings**");

C. WHEREAS, the parties hereto desire to maximize their abilities to offer Public Contract Offerings to a broader marketplace, expand the number of purchasers of Public Contract Offerings, increase and maximize their purchasing power, and satisfy the fundamental idea of public sector entities working together to improve the efficiency, effectiveness, and economy of the procurement of necessary Products & Services, and create and sustain efficiencies in the fostering and provision of resources to their constituents while fulfilling their duty to maintain the health, safety, welfare, and success of the communities, citizens, and constituents they serve; and

D. WHEREAS, the parties hereto desire to conserve resources and reduce procurement costs by entering into this Agreement and forming the Sourcing Alliance Network, and desire to and believe that it is in their best interests to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each Contract Holder will facilitate the cooperative procurement of Products & Services and Public Contract Offerings, including but not limited to, providing the terms and conditions of each Master Agreement and working with the Suppliers to assure that each Master Agreement will be provided on the same terms and conditions for the Products & Services received and/or provided to each Sourcing Alliance Member.

2. Each Participant that voluntarily elects to utilize and/or receive the benefit of a Public Contract Offering made available through its participation in the Sourcing Alliance Network shall adhere to, honor, and comply with the terms and conditions of this Agreement, as well as those of any Master Agreements to which it becomes a party and/or recipient of any offered Products & Services thereof. Additionally, each Participant will be under no obligation to pay, utilize, receive, or otherwise participate in any Public Contract Offering of or made available through the Sourcing Alliance Network.

3. In furtherance of **Section 1** to this Agreement, each Sourcing Alliance Member shall designate Collaborant Group, Ltd., an Ohio limited liability company ("**Collaborant**"), as its administrative representative (the "**Administrative Representative**") to facilitate the goals of the Sourcing Alliance Network.

4. The Administrative Representative acknowledges and agrees that it shall contractually bind itself with all present and future Contract Holders and act as the Administrative Representative to all present and future Sourcing Alliance Members in order to assure that the benefits from each Public Contract Offering is shared by all Sourcing Alliance Members utilizing such Public Contract Offerings.

5. The procurement of Products & Services subject to this Agreement shall be conducted in accordance with all applicable federal, state, and local statutes, ordinances, rules and regulations that govern each party's respective procurement practice(s), policy(ies), and/or procedure(s).

6. Solicitations by Suppliers obtained by a party pursuant to the terms of this Agreement shall be in accordance with the terms and conditions of said solicitation, except as when the modification of those terms and conditions is otherwise allowed or required by applicable law.
7. That the Contract Holders will make available, upon a timely and reasonable request, any and all information that may assist in improving the effectiveness, efficiency, and economy of the Sourcing Alliance Member's procurement of Products & Services and/or utilization of a Public Contract Offering.
8. That the Participant is under an obligation to make timely payments to the Supplier for Products & Services acquired through Public Contract Offerings that are made available within and through the Sourcing Alliance Network in accordance with the terms and conditions of this Agreement and the Master Agreement of that Public Contract Offering. Inspections and acceptance of the Products & Services made available through the Public Contract Offerings contracted for by the Participant shall be the exclusive obligation of such Participant. Disputes between the Participant and Supplier are to be resolved in accordance with any governing law provisions and/or choice of law provisions as set forth in the Public Contract Offering.
9. Each Sourcing Alliance Member shall be entitled to only those prices and terms and conditions for the Products & Services as set forth in the Public Contract Offerings. The Sourcing Alliance Member shall not use this Agreement or any of the Public Contract Offerings available through the Sourcing Alliance Network as a method for obtaining additional concessions or reduced prices for similar Products & Services.
10. The Sourcing Alliance Member shall be responsible for the ordering of Products & Services under this Agreement. A Contract Holder shall not be liable in any fashion for any violation by a Sourcing Alliance Member, and the Sourcing Alliance Member shall hold the Contract Holder harmless from any and all liability that may arise from action or inaction of the Sourcing Alliance Member, in accordance with that Master Agreement of that Public Contract Offering between the Contract Holder and the Supplier through which the Sourcing Alliance Member is deriving benefits.
11. The exercise of any rights or remedies by the Sourcing Alliance Member shall be the exclusive obligation of such Sourcing Alliance Member.
12. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to the Sourcing Alliance Network at 5422 East 96th Street, Suite 120, Cleveland, Ohio 44125.
13. This Agreement shall become effective upon execution by the Sourcing Alliance Member of the Sourcing Alliance Network Certificate. Further, a Contract Holder and/or Participant that executes this Agreement agrees to its terms and agrees to be bound by the same.
14. Notwithstanding anything to the contrary as set forth in this Agreement, this Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule. Each party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the Northern District of Ohio and Cuyahoga County in the State of Ohio in any legal suit, action, or proceeding arising out of or based upon this Agreement or the services provided hereunder.
15. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
16. A Sourcing Alliance Member shall not assign any rights, or delegate or subcontract any obligations, under this Agreement without the Sourcing Alliance Network's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. The Sourcing Alliance Network may freely assign its rights and obligations under this Agreement at any time. Subject to the limits on assignment stated above, this Agreement will inure to the benefit of, be binding upon, and be enforceable against, each of the parties hereto and their respective successors and assigns.
17. This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
18. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, and any of the terms thereof may be waived, only by a written document signed by each party to this Agreement or, in the case of waiver, by the party or parties waiving compliance.
19. Each party to this Agreement acknowledges that it has read the Agreement, and represent and warrants that it has the necessary legal authority and it is legally authorized to execute and enter into this Agreement.

SOURCING ALLIANCE NETWORK CERTIFICATE

I hereby acknowledge, on behalf of _____ (the "**Sourcing Alliance Member**"), that I have read and agreed to the general terms and conditions set forth in the enclosed Sourcing Alliance Membership Agreement regulating the use of Master Agreements and purchase of Products & Services that from time to time are made available by a Contract Holder to a Participant, or a Sourcing Alliance Member, through the Sourcing Alliance Network. Copies of Master Agreements, Public Contract Offerings, and any amendments thereto made available by a Contract Holder will be provided to Suppliers and the Sourcing Alliance Network to facilitate use of such Master Agreements and Public Contract Offerings by Sourcing Alliance Members and in accordance with the terms of the Sourcing Alliance Membership Agreement.

I understand that the purchase of one or more Products & Services, the availability of the Master Agreements, and/or the use of Public Contract Offerings, under the provisions of the Sourcing Alliance Membership Agreement, is at the sole and complete discretion of the Sourcing Alliance Member(s) and I hereby designate Collaborent as Administrative Representative for the Sourcing Alliance Network, in order to facilitate and act to assure that the benefits of the Sourcing Alliance Network are derived by all participating Sourcing Alliance Members.

Capitalized terms not defined in this Sourcing Alliance Network Certificate shall have the meaning as set forth in the Sourcing Alliance Membership Agreement.

Authorized Signature

Entity Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

The Sourcing Alliance Member is executing this Sourcing Alliance Membership Agreement in its capacity as a (check the appropriate role):

_____ CONTRACT HOLDER ONLY

_____ PARTICIPANT ONLY

_____ BOTH CONTRACT HOLDER & PARTICIPANT

Sourcing Alliance Member Information

Employer ID Number (EIN):	_____
Contact Name:	_____
Contact Title:	_____
Contact Phone:	_____
Contact Facsimile:	_____
Contact E-mail:	_____
Member Mailing Address:	_____ _____ _____
Member Website:	_____

Please return this completed certificate by fax at 216.581.6213 or by email at Info@SourcingAlliance.org

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 77-16

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMBERSHIP AGREEMENT WITH SOURCING ALLIANCE NETWORK TO PARTICIPATE IN JOINT PURCHASING PROGRAMS.

WHEREAS: Sourcing Alliance Network is a government purchasing cooperative that creates and manages joint purchasing programs for local governments in accordance with applicable law, which is similar the State Purchasing Program; and

WHEREAS: There are no fees or dues to participate in Sourcing Alliance Network.

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

SECTION 1: That the City Manager, upon approval of the Law Director, is hereby authorized to enter into a Membership Agreement with Sourcing Alliance Network to participate in joint purchasing programs.

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 immediate passage is necessary to allow for immediate participation in joint purchasing programs through Sourcing Alliance Network. 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
Barbara J. Ortiz, CMC

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 11/14/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 81-16** - An emergency resolution authorizing the City Manager to enter into a one (1) year contract with Medical Mutual of Ohio for the provision of medical and prescription insurance coverage for all full-time employees from January 1, 2017 through December 31, 2017 - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Julie Murawski-Dino Sciulli*)

BACKGROUND: The City of Brunswick is required, per the collective bargaining agreements, to provide medical and prescription insurance for all full-time employees.

PURPOSE AND EXPLANATION: This Resolution is requesting to allow the Acting City Manager/Safety Director to enter into a one (1) year contract with Medical Mutual of Ohio for medical and prescription insurance. For the year 2017, Medical Mutual of Ohio submitted a renewal quote for these services that was approximately 3.27% increase from 2016's current plan cost.

IMPLEMENTATION SCHEDULE: We must have an open enrollment period for employees to pick their plan coverage for 2017. Time is also required to submit the paperwork to the carrier, allow them time to process the changes, and have employees receive their new insurance cards by January 1, 2017 and to have them effective in the system by that date.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Current cost for employees is 15% for Plan 1; 15% for Plan 2; and 11% for Plan 3. Any new employee hired pays 15% for any of the three Plans chosen. The City is responsible for all remaining costs not required to be covered by the employees.

City costs are subject to Council's approval of the 2017 appropriation budget anticipated to occur in December 2016.

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?

Due to the time sensitivity of needing to have an open enrollment period prior to January 1, 2017 so that records can be changed and employees will receive their new medical cards before January 1, 2017, we recommend the legislation be passed on an emergency basis with suspension of the rules.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE (1) YEAR CONTRACT WITH MEDICAL MUTUAL OF OHIO FOR THE PROVISION OF MEDICAL AND PRESCRIPTION INSURANCE COVERAGE FOR ALL FULL-TIME EMPLOYEES FROM JANUARY 1, 2017 THROUGH DECEMBER 31, 2017.

WHEREAS: The City of Brunswick is required per applicable Collective Bargaining Agreements to provide medical and prescription insurance coverage for all full-time employees.

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

SECTION 1: That the City Manager is hereby authorized and directed, upon approval of the Law Director, to enter into a one (1) year contract with Medical Mutual of Ohio for the provision of medical and prescription insurance coverage for all full-time City employees from January 1, 2017 through December 31, 2017.

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 immediate passage is necessary to allow for open enrollment of full-time City employees and to ensure the contract is effective on January 1, 2017. 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
Barbara J. Ortiz, CMC

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 81-16

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE (1) YEAR CONTRACT WITH MEDICAL MUTUAL OF OHIO FOR THE PROVISION OF MEDICAL AND PRESCRIPTION INSURANCE COVERAGE FOR ALL FULL-TIME EMPLOYEES FROM JANUARY 1, 2017 THROUGH DECEMBER 31, 2017.

WHEREAS: The City of Brunswick is required per applicable Collective Bargaining Agreements to provide medical and prescription insurance coverage for all full-time employees.

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

SECTION 1: That the City Manager is hereby authorized and directed, upon approval of the Law Director, to enter into a one (1) year contract with Medical Mutual of Ohio for the provision of medical and prescription insurance coverage for all full-time City employees from January 1, 2017 through December 31, 2017.

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 immediate passage is necessary to allow for open enrollment of full-time City employees and to ensure the contract is effective on January 1, 2017. 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
Barbara J. Ortiz, CMC

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 11/14/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 82-16** - An emergency resolution authorizing the City Manager to enter into one (1) year contract with Mutual of Omaha for the provision of dental insurance coverage for all full-time employees from January 1, 2017 through December 31, 2017- **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Julie Murawski-Dino Sciulli*)

BACKGROUND: The City of Brunswick is required, per the collective bargaining agreements, to provide dental insurance for all full-time employees.

**PURPOSE AND
EXPLANATION:**

This Resolution is requesting to allow the Acting City Manager/Safety Director to enter into a one (1) year contract with Mutual of Omaha for dental insurance. For the year 2017, Mutual of Omaha submitted a renewal quote for these services that was an approximate 5% increase from 2016's current plan cost.

**IMPLEMENTATION
SCHEDULE:**

The new contract would be in effect from January 1, 2017 through December 31, 2017.

**FINANCIAL
INFORMATION:**

**FINANCIAL
SUMMARY:**

Current employees' portion of monthly premium is 15% for Plan 1; 15% for Plan 2; and 11% for Plan 3. The City is responsible for all remaining costs not required to be covered by the employees.

City costs are subject to Council's approval of the 2017 appropriation budget anticipated to occur in December 2016.

**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?

Due to the time sensitivity of needing to allow full-time employees an open enrollment period prior to January 1, 2017 so that records can be changed and employees will receive their new medical cards before January 1, 2017, we recommend the legislation be passed on an emergency basis with suspension of the rules.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE (1) YEAR CONTRACT WITH MUTUAL OF OMAHA FOR THE PROVISION OF DENTAL INSURANCE COVERAGE FOR ALL FULL-TIME EMPLOYEES FROM JANUARY 1, 2017 THROUGH DECEMBER 31, 2017.

WHEREAS: The City of Brunswick is required per applicable Collective Bargaining Agreements to provide dental insurance coverage for all full-time employees.

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

SECTION 1: That the City Manager is hereby authorized and directed, upon approval of the Law Director, to enter into a one (1) year contract with Mutual of Omaha for the provision of dental insurance coverage for all full-time City employees from January 1, 2017 through December 31, 2017.

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 immediate passage is necessary to allow for open enrollment of full-time City employees and to ensure the contract is effective on January 1, 2017. 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
Barbara J. Ortiz, CMC

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 82-16

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE (1) YEAR CONTRACT WITH MUTUAL OF OMAHA FOR THE PROVISION OF DENTAL INSURANCE COVERAGE FOR ALL FULL-TIME EMPLOYEES FROM JANUARY 1, 2017 THROUGH DECEMBER 31, 2017.

WHEREAS: The City of Brunswick is required per applicable Collective Bargaining Agreements to provide dental insurance coverage for all full-time employees.

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

SECTION 1: That the City Manager is hereby authorized and directed, upon approval of the Law Director, to enter into a one (1) year contract with Mutual of Omaha for the provision of dental insurance coverage for all full-time City employees from January 1, 2017 through December 31, 2017.

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 immediate passage is necessary to allow for open enrollment of full-time City employees and to ensure the contract is effective on January 1, 2017. 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
Barbara J. Ortiz, CMC