

BRUNSWICK CITY SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

Agenda NOVEMBER 14, 2016 6:20 PM

1. Discussion Items
 - (a) **RES. NO. 78-16** - An emergency 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: 11/14/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager
Paul Barnett

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 78-16** - An emergency 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 agreement.

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: No cost.

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?
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 this ____ day of _____, 2016, 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, 2017 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: _____

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 DeForest, Acting City Manager

By:_____

Date _____

Date _____

Approved as to form:

Kenneth J. Fisher, Law Director

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY 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 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 to ensure the Agreement is effective during the 2016-2017 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
Barbara J. Ortiz, CMC

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 78-16

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

AN EMERGENCY 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 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 to ensure the Agreement is effective during the 2016-2017 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
Barbara J. Ortiz, CMC