

BRUNSWICK CITY COMMITTEE-OF-THE-WHOLE

Agenda

FEBRUARY 26, 2024

6:25 PM

**or Immediately Following
Building & Building Code Committee**

1. Discussion Items
2. Motion Items
 - (a) Motion requesting authorization for the City Manager to issue a request for proposals for producing a parks master plan.
 - (b) Consider a Motion to authorize the City Manager to enter into agreement with Next Era Energy Services for the electric power needed for running city-owned buildings, lighting, sirens and other city-related functions. The term of the agreement is 24 months and the cost of energy is estimated at \$.0555 per kilowatt-hour. The final rate will be determined at the time of the signing of the proposed agreement. This program is through NOPEC.
 - (c) Motion authorizing the City Manager to advertise for public bids for the 2024 Asphalt Road Program
 - (d) 2024 Concrete Repair Program
3. Review Legislation
4. General Discussion
5. Executive Session
 - (a) Motion to go into Executive Session to discuss the subject of pending or imminent court action.
6. Adjournment

PROPOSED MOTION



DATE: 2/26/2024

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Taylor Petkovsek

COPY: Mayor Ron Falconi

MOTION: Motion requesting authorization for the City Manager to issue a request for proposals for producing a parks master plan.

BACKGROUND: Discussed at 2024 Goal Setting meeting parks master plan. Provide the City of Brunswick Parks a vision for the future with input from residents, the administration, and City Council. It would serve as a guide for the City, and informs City officials and administrators, governmental agencies, organizations, and private individuals.

**PURPOSE AND
EXPLANATION:**

**IMPLEMENTATION
SCHEDULE:**

**FINANCIAL
INFORMATION:**

**FINANCIAL
SUMMARY:** Estimated cost \$75,000 - \$80,000. The expenses, if approved by City Council, would come from Parks Fund #127.

Furthermore, a legislatively approved budget amendment would also be necessary as this item was not included in the 2024 original budget proposal.

**RECOMMENDED
ACTION:**

**ADDITIONAL
INFORMATION:**

PROPOSED MOTION



DATE: 2/26/2024

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Magovac

COPY: Mayor Ron Falconi

MOTION: Consider a Motion to authorize the City Manager to enter into agreement with Next Era Energy Services for the electric power needed for running city-owned buildings, lighting, sirens and other city-related functions. The term of the agreement is 24 months and the cost of energy is estimated at \$.0555 per kilowatt-hour. The final rate will be determined at the time of the signing of the proposed agreement. This program is through NOPEC.

BACKGROUND: Currently, all City electrical supply is in an electrical supply program with Next Era Energy Services thru NOPEC at a rate of \$.04904 Kwh for a term of 42 months. This existing fixed rate agreement concludes on February 28, 2024. If the agreement is not terminated, it will move to a variable rate for providing electricity. The anticipated rate of \$.0555 Kwh is the lowest and best rate currently available. Note that the market constantly changes and the final rate may be slightly higher or lower at the time that we are able to sign the proposed agreement.

PURPOSE AND EXPLANATION: The purpose of this motion is to purchase electricity at the lowest possible price in order to save money.

IMPLEMENTATION SCHEDULE: The new rate will start on April 1, 2024

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The rate for the last 42 months has been \$.04904 KWH. The proposed rate is \$.0555 KWH. Electrical usage varies annually. Electric bills are charged to various utility lines within the City budget. Utility expenses are also limited to the various funds/departments and the adopted appropriations of the City Council for those accounts. These accounts are monitored by Finance and the individuals who receive the monthly financial reports.

RECOMMENDED ACTION: It is requested that the motion is passed for the immediate preservation of public peace, property, health, safety, or welfare, and so that the motion will be enacted and a fixed electrical rate can be set for the next 24 months beginning April 1, 2024.

**ADDITIONAL
INFORMATION:**



**COMPETITIVE RETAIL
ELECTRIC SERVICE
CONTRACT**

OHIO
Preferred NOPEC Municipal Pricing
Program Standard Variable Product
(Non-Aggregation)

This Competitive Retail Electric Service Contract ("Agreement") is between NextEra Energy Services Ohio, LLC ("Supplier") and City of Brunswick ("Customer") (each a "Party" hereunder). Supplier shall provide Customer with Service under all of the terms and conditions stated in this Agreement, including the Terms of Service ("TOS"), attached hereto and made a part hereof, for the Electric Distribution Utility ("EDU") accounts ("Accounts") identified in Addendum A, attached hereto and made a part hereof.

	Supplier Contact Information	Customer Contact Information
INTERNET:	www.nexteraenergyservices.com	
EMAIL:	contracts@nexteraenergyservices.com	pmagovac@brunswick.oh.us
MAILING ADDRESS:	NextEra Energy Services Ohio, LLC 601 Travis St., Ste 1400 Houston, TX 77002 ATTN: Contract Administration	City of Brunswick 4095 Center Road Brunswick, OH 44212 ATTN: Paul Magovac
TELEPHONE:	877.528.2890	330.225.9144
FAX:	800.627.8813	
HOURS:	9:00 am ET - 6:00 pm ET	

24 HOUR SERVICE OUTAGE REPORTING: Should an outage or other service disruption occur, Customer should contact the appropriate Electric Distribution Utility: Call 1-888-544-4877 for Cleveland Electric Illuminating Company, Ohio Edison and Toledo Edison. For AEP Ohio call 1-800-672-2231.

PRODUCT DESCRIPTION: The product is full requirements electric generation service ("Service").

PRICE: The Price for Service during the Initial Term shall be \$0.0555 per kilowatt hour ("kWh"). The Price includes costs and charges for electric energy, and estimated costs and charges for the following additional components of Service: congestion, line losses, renewable energy credits, ancillary services, generation deactivation, capacity and similar generation resource adequacy plans, and transmission services (where applicable), subject to any adjustments resulting in Pass-Through Charges (as defined in the TOS). The Price excludes any EDU charges, Pass-Through Charges, and Taxes as described in the Payments provision of this Agreement.

INITIAL TERM: 24 months, beginning after the date Service starts as to each Account and ending upon the meter read date in such end month, subject to any applicable EDU terms and conditions.

ESTIMATED START MONTH: April 2024

HOLDOVER PRICE: Holdover Price means the price set forth at <https://www.nexteraenergyservices.com/aggregations/ohio/holdover> for the utility in which Service is provided. The Holdover Price shall apply for Service provided by Supplier after the Initial Term if Supplier and Customer do not enter into a new or renewal agreement and Supplier continues to provide Service.

PAYMENTS: Customer shall pay the total monthly charge for Service ("Supplier Electricity Charge") as billed during the term of this Agreement. The Supplier Electricity Charge is the sum of (i) the product of Customer's total metered energy usage for the Accounts during an EDU billing cycle and the Price or Holdover Price, whichever is applicable, (ii) any Pass-Through Charges, and (iii) Taxes, if applicable.

Customer	Supplier
Authorized Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Term. This Agreement shall be effective upon the date it has been executed by both parties ("Effective Date"). Notwithstanding the "Estimated Start Month," if Customer is switching to Supplier, service from Supplier shall commence upon the date the EDU switches each Account to Supplier and continue through expiration of the Initial Term, and if Customer is renewing, then service hereunder shall commence with the first billing cycle following expiration of the term of the prior agreement. If Customer is not a Mercantile Customer, prior to expiration of the Initial Term we will send a notice to Customer explaining what will happen upon expiration of the Initial Term. **After the Initial Term expires, this Agreement shall continue on a month-to-month basis at the variable Holdover Price without Customer's affirmative consent even when there is a change in the price or other terms and conditions unless and until either Party terminates this Agreement upon at least thirty (30) days written notice to the other, in which event such termination shall be effective on the date following the date of such notice on which the EDU successfully switches Customer's Account(s) to another competitive electricity supplier or to the EDU's electric supply.** Supplier is permitted in its sole discretion to change the Holdover Price to a different price determined in its sole discretion without prior notice.

Special Termination. If, prior to expiration of the Initial Term, Customer withdraws from membership in the Northeast Ohio Public Energy Council ("NOPEC") or from NOPEC's electricity program, then this Agreement shall terminate as of the first EDU meter read date immediately following any such withdrawal or termination, and Customer shall pay Liquidated Damages to Supplier.

Rescission. The EDU will send a written notice to Customer confirming Customer's decision to enroll with Supplier. If Customer is not a Mercantile Customer, it will have the right to rescind this Agreement without penalty within seven (7) calendar days of receiving the confirmation letter from the EDU by contacting the EDU according to the instructions contained in the letter. If Customer is not a Mercantile Customer and does not rescind, or if it is a Mercantile Customer, Customer's acceptance of electricity from Supplier constitutes Customer's further acceptance of these Terms of Service.

Switch of Service. Supplier will work with the EDU to switch Service to each Account to Supplier in accordance with the applicable EDU tariff. Because of EDU processing, Supplier cannot guarantee the date by which switching of any Account may be completed. The EDU may charge switching fees to the Customer.

Customer's Service. Customer shall receive Service for each Account in accordance with the terms of this Agreement and authorizes Supplier to cause the EDU to transfer the Accounts to Supplier. Customer hereby provides Supplier with all necessary authority to obtain Customer's current and historical electricity cost and usage data from the EDU, and Customer's payment and credit history and other information reasonably requested by Supplier. Customer agrees, upon request, to provide Supplier with facility descriptions, operating information, Account numbers and service locations, and such other information available to Customer and reasonably requested by Supplier. Customer represents and warrants that Customer is not a residential customer as defined by Ohio law. To the extent allowable under PUCO rules and applicable law, Customer hereby waives Customer's rights under the PUCO rules applicable to electricity supply by CRES providers except as otherwise provided in this Agreement.

Mercantile Customer. "Mercantile Customer" means a commercial or industrial customer if the electricity consumed is for nonresidential use and the customer consumes more than seven hundred thousand kilowatt hours per year or is part of a national account involving multiple facilities in one or more states.

Adjustments. "Pass-Through Charges" means new or increased costs and charges with respect to the purchase, sale, acquisition, delivery, transmission and/or distribution of electricity including, without limitation, those arising from MCU Events, or any event under the Legal Changes and Compliance section below, all of which shall be passed through to Customer by Supplier. Depending on the bill format, Pass-Through Charges may appear on Customer's bill as a line item or Price adjustment.

Taxes. "Taxes" means all federal, state, municipal or other governmental taxes, duties, fees, levies, premiums, assessments, surcharges, withholdings, or any other charges of any kind, if applicable, to Customer, any or all of which relate to the sale, purchase or delivery of electricity, together with all interest, penalties or other additional amounts imposed thereon, but excluding taxes on net income. If Customer is exempt from any Taxes, it is responsible for timely requesting an exemption by filing with Supplier and or the Utility all required documentation as such was filed with the Ohio Department of Taxation. If Customer fails to do so, Customer will be billed as if it is not exempt.

Billing. Customer consents to billing through one of the following options, as permitted by law, at Supplier's discretion: (i) Customer will receive one invoice from the EDU that includes the Supplier Electricity Charge, the EDU Delivery Charges and applicable Taxes (the "Consolidated Billing Option"); or (ii) Customer will receive two invoices, one from Supplier for the Supplier Electricity Charge and one from the EDU for the EDU delivery charges, each with applicable Taxes (the "Dual Billing Option"). Under the Consolidated Billing Option, Customer shall submit payment of the Supplier Electricity Charge directly to the EDU pursuant to the applicable EDU tariff. Under the Dual Billing Option, Customer shall pay the Supplier Electricity Charge directly to Supplier on or before sixteen (16) days after the billing date on Customer's invoice or the postmark date, whichever is later. If the EDU fails to timely obtain or transmit a meter reading, Supplier may issue or cause to be issued a bill to Customer based on its estimated energy usage and charges. In the event of a billing error, Supplier may issue a corrective invoice which Customer shall pay. Customer has the right to request from Supplier, twice within a twelve month period, up to twenty-four months of Customer's payment history without charge. If Customer fails to pay any amount when due, it shall pay a late fee for all past due amounts equal to the lesser of 1.5% per month or the maximum charge allowed by law.

Credit Support. If at any time Supplier determines in its reasonable discretion that Customer cannot demonstrate satisfactory creditworthiness, there has been a material adverse change in Customer's creditworthiness, or Customer fails to timely pay amounts when due or is otherwise in default of its obligations under this Agreement, then Supplier may require Customer to provide Supplier with a cash deposit or other credit support in an amount and form reasonably acceptable to Supplier. Credit review will typically be performed using credit agency reports (e.g. Dun & Bradstreet, Standard & Poor's and/or Moody's), if available, and deposits will typically not exceed 2 months of expected Customer billings. If utilized, any deposit balance remaining will be returned to Customer.

Material Change in Usage ("MCU"). Customer shall provide Supplier at least thirty (30) days advance notice whenever Customer has reason to believe that, for reasons other than weather, Customer's estimated monthly aggregate usage will increase or decrease by more than 25% (each such material change being an "MCU Event"), and shall provide good faith estimates of such usage changes. For each MCU Event, regardless of whether notice is provided, Customer shall pay Supplier for any losses, or new or increased costs and charges, reasonably associated with such MCU Event and incurred by Supplier. Such losses, and/or costs and charges may be charged to Customer by Supplier as Pass-Through Charges.

Legal Changes and Compliance. "Change in Law" means a change in Applicable Law. "Applicable Law" means any law, regulation, rule, ordinance, order or decree by a governmental authority or the Regional Transmission Operator ("RTO")/Independent System Operator ("ISO"), including, without limitation, EDU tariffs (including, without limitation, rate class definitions and/or delivery voltage/service level requirements), RTO/ISO rules or protocols (including, without limitation, those affecting any fees, costs, or charges imposed by the RTO/ISO), market rules, load profiles, methods by which the EDU or the RTO/ISO calculates usage, nodal and zonal definitions, and/or ISO boundaries. A "change" includes, without limitation, any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness or any change in construction, interpretation or outcome. Notwithstanding any provision in this Agreement to the contrary, if there is a Change in Law and such Change in Law results in Supplier incurring material new or increased costs or charges in providing the Services contemplated herein, or if there are any material new or increased costs or charges incurred by Supplier, including costs or charges for renewable energy credits, capacity and/or network

integrated transmission service, to comply with Applicable Law, such new or increased costs or charges shall be paid by Customer as Pass-Through Charges.

Title. Title to and risk of loss of the electric energy, ancillary services, renewable energy credits, and every other component of the Service provided hereunder shall pass to Customer at the point at which Supplier provides such component to the EDU.

Force Majeure. Neither Party will be in breach or liable for any delay or failure in its performance under this Agreement (except with respect to any payment obligations under this Agreement) to the extent such performance is prevented or delayed due to a Force Majeure Event. For purposes of this Agreement, a "Force Majeure Event" shall mean any act or event that (i) renders it impossible or impractical for the affected Party to perform its obligations under the Agreement, and (ii) is beyond the reasonable control of the affected Party, including, but not limited to, storms or floods, lightning, earthquakes and other acts of God, wars, civil disturbances, revolts, terrorist activity, sabotage, theft, vandalism or other actions by third parties, fires, explosions, failures of suppliers, utility action or inaction and actions of a governmental authority. In no event shall Supplier's ability to sell electricity at a higher price, or Customer's ability to purchase electricity at a lower price, constitute a Force Majeure Event under this Agreement.

Limits on Liability; Disclaimer. EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES AND DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR SERVICE. SUPPLIER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESSED OR IMPLIED.

Liquidated Damages. Liquidated Damages means, as to each terminated Account(s), an amount equal to the product of: (i) the excess, if any, of the Price over the market price that is commercially available to Supplier for the same electricity usage which would have been supplied hereunder for the remainder of the Initial Term, all as reasonably determined by Supplier, and (ii) the estimated electricity usage which would have been supplied hereunder for the remainder of the Initial Term. To determine the "market price that is commercially available to Supplier," as used above, Supplier may consider, among other things, settlement prices of applicable NYMEX futures contracts, quotations from leading dealers in energy swap contracts and other bona fide offers from parties participating in the wholesale and/or retail power markets, which may include Supplier and/or its affiliates, all as commercially available to Supplier and all as adjusted for the length of the remaining Initial Term and otherwise as is commercially reasonable. Supplier will not be required to enter into any replacement transaction in order to determine such market price or actual damages.

Termination by Customer. Subject to the Special Termination provisions above, Customer may terminate this Agreement, in whole or as relating to any Account(s), without liability for Liquidated Damages so long as Customer is not in default of any material obligation under this Agreement, but Customer shall be obligated to pay for the electricity and related services provided to Customer pursuant to this Agreement prior to the date that such termination becomes effective, including applicable late payment fees.

Termination by Supplier. Supplier reserves the right to terminate this Agreement if Customer: (i) fails to make timely payment of all amounts due Supplier; or (ii) fails to post a security deposit under the provisions of the Credit Support section within ten (10) days of a written request for deposit;

or (iii) breaches any warranty or representation to Supplier; or (iv) defaults on any material other obligation under this Agreement; or (v)(A) makes an assignment for the benefit of creditors, (B) files a petition or otherwise authorizes the commencement of a proceeding under the Bankruptcy Code or similar law for protection of creditors, or has such petition filed against it, (C) otherwise becomes bankrupt or insolvent, or (D) is unable to pay its debts as they fall due. In the event Service is terminated in accordance with this Section prior to expiration of the Initial Term, Customer shall pay Supplier the Liquidated Damages.

Assignment. Supplier may assign its rights and obligations under this Agreement to a third party. Customer may not assign its rights and obligations under this Agreement to a third party without the prior written consent of Supplier, which consent shall not be unreasonably withheld. Supplier may deny such assignment based on the creditworthiness of the assignee, as determined by Supplier in its reasonable discretion. Any attempted assignment in violation of this Agreement shall be null and void.

Confidentiality. Supplier will not release your account number(s), social security number, or any of your information without your express written consent except in accordance with Rules of Ohio Administrative Code. The Parties agree to keep all terms and provisions of this Agreement and the Service confidential and not to disclose its terms to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make any such disclosures to (i) a third party service provider who has a need to know such confidential information to provide services to the disclosing Party and is prohibited from disclosing to another party such Party's confidential information, (ii) governmental agencies, (iii) its own agents, attorneys, auditors, accountants and shareholders or members and (iv) comply with applicable Ohio open records laws. If disclosure is sought through process of a court, a state or federal regulatory agency or open records law, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party.

Complaints. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

Governing Law and Venue. This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Ohio. The exclusive venue for any suit, claim, action or other proceedings, whether at law or in equity, relating to this Agreement, shall be in the state or federal courts of competent jurisdiction sitting in Cleveland, Ohio.

Misc. Entire Agreement. This Agreement embodies the entire Agreement and understanding between the Parties, and supersedes all prior agreements and understandings between the Parties, whether written or oral, with respect to the subject matter hereof.

Forward Contract. The Parties agree that this Agreement is a "forward contract" and that Supplier is a "forward contract merchant" for purposes of the United States Bankruptcy Code, as amended, and any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) thereof.

Environmental Disclosure. Customer agrees that Supplier may make the required annual and quarterly environmental disclosures electronically by making such disclosures available for viewing at the Supplier's website: <https://www.nexteraenergyservices.com/legal-notices-and-terms/> and, under "Environmental Disclosures," clicking on "Ohio."

NextEra Energy Services Ohio, LLC
CRES Certificate Number 08-145E

**Addendum A to
Competitive Retail Electric Service Contract**

ACCOUNTS INCLUDED IN AGREEMENT

Customer Name: City of Brunswick

Electric Distribution Utility: OE – Ohio Edison

EDU Account No.	Service Address City, State and Zip	Billing Address City, State and Zip	New Account or Renewal?
08007648375001276533	4357 Center Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08006513915001651526	4632 1/2 Center Rd. Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08006513910001310986	3637 Center Rd. RecCtr Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375001540296	532 N. Carpenter Rd. Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375000013737	4095 Center Rd Ofces Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375000020096	4383 Center Rd RecGar Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08006513915000017300	404 Winchester Ln Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08006513915000020195	4637 Center RD Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08006513915000018258	789 Westminster Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08006513915000018263	3901 Venus Dr Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08006514035000222699	1510 Brunswick Lake Pkwy Streetlight Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375001269325	3839 1/2 Center Rd Trfclt Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375001269326	3783 1/2 Center RD TRFCLT Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375001269327	3675 1/2 Center Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375001269328	3437 1/2 Center Rd Trfclt Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375001269332	2803 1/2 Center Rd TrfClit Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375001269334	3101 1/2 Center Rd Trfclt Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375001269337	3101 1/2 Center Rd Trfclt Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375001269338	3250 1/2 Center Rd Trfclt Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375001269330	3015 1/2 Center Rd Trfclt Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375001275602	3213 1/2 Laurel Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375001272932	1480 1/2 Pearl RD Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New

08007648375001272957	2764 1/2 Grafton Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375001272935	1812 1/2 Pearl Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375001272936	4383 1/2 Center Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375001272939	1383 1/2 Pearl Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375001272942	1700 1/2 Pearl Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375001272948	544 1/2 Pearl Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375001272953	1562 1/2 Pearl Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375001272959	1112 1/2 Pearl Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375001272962	15603 1/2 Boston Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648370001571816	3030 1/2 Center Rd Trfclt Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375000185851	3540 1/2 Center Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375000330291	3463 Center Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375000385544	BLK LT 0 Grafton RD Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648370000517777	4383 Center Rd RecGar Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375000181507	1525 1/2 Pearl Rd Siren Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375000389462	1255 1/2 N. Carpenter AirRaid Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375001694529	Holiday lights Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New
08007648375000332874	1473 Parschen Pkwy Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375000181501	3910 1/2 Venus Dr Siren Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08021257770000529006	3637 Center Road RecCtr Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648370000516981	4095 Center Rd Ofces Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375000013736	4095 Center Rd Ofces Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006048890000518613	4328 Center RD SW COR Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08020984530000516376	4095 Center RD Rear Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006048890001399331	4095 Center RD Bus Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006049820000517776	4385 Center Road Sta 1 Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006049820000529441	3410 Grafton RD Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375000181508	929 1/2 Pearl Rd Siren Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal

08021560600000517914	4637 Center RD NRA PK Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006048890000516237	4314 Center Rd Se Cor Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006048890000523538	4313 Center Rd Ne Cor Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006048890000515940	1721 Diana Dr Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08028804090000516239	4274 Manhattan dr yth ct Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08028804095000016951	4274 Manhattan dr yth ct Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08021926410000533283	3595 Grafton Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08020201190000503661	1238 W 130 st Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648370000517915	4637 Center RD NRA PK Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006048895000201561	2000 Windsor Drive (Mooney Park) Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08028860870000510167	830 Hadcock Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006514030001304520	Street Lights S Lite Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal

Customer Initials: _____

Date: _____

NextEra Energy Services Ohio Initials: _____

Date: _____

PROPOSED MOTION



DATE: 2/26/2024

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Matt Jones

COPY: Mayor Ron Falconi

MOTION: Motion authorizing the City Manager to advertise for public bids for the 2024 Asphalt Road Program

BACKGROUND: The proposed project will seek to rehabilitate, repair, and resurface existing deteriorated asphalt and concrete pavement on various streets in Wards 3 and 4, improving neighborhood accessibility and safety to the traveling public.

PURPOSE AND EXPLANATION: The proposed project will remove and replace deteriorated concrete pavement joints/slabs/curbs and install a chip seal interlayer and asphalt overlay on various streets in Wards 3 and 4. Additionally, this project will repair and rehabilitate portions of Miner Drive and Jefferson Avenue. Concrete street repairs in Wards 1 and 2 are being addressed in a separate concurrent project.

IMPLEMENTATION SCHEDULE: Should authorization to bid be secured at the February 26, 2024 committee of the whole meeting the project will be advertised in March. Construction is anticipated to begin in May.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Preliminary engineer construction cost estimate (emailed) is \$1,500,000.00, dated February 22, 2024. Funding is estimated to be split between the Road Levy Improvement Fund (43.7%), Street Repair and Maintenance Fund (25.7%), and Road Capital Projects Fund (30.6%). Actual percentage costs will be based on the lowest and best bid. Analysis will be evaluated after the bids are received.

RECOMMENDED ACTION: Passage of a motion which authorizes the City Manager to advertise for and seek public bids for the 2024 Asphalt Road Program

ADDITIONAL INFORMATION:

PROPOSED MOTION



DATE: 2/26/2024

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Matt Jones

COPY: Mayor Ron Falconi

MOTION: 2024 Concrete Repair Program

BACKGROUND: The proposed project will seek to repair the existing deteriorated concrete pavement on various residential streets in Wards 1 and 2, improving neighborhood accessibility and safety to the traveling public.

PURPOSE AND EXPLANATION: The proposed project will remove and replace deteriorated concrete pavement joints/slabs/curbs in Wards 1 and 2. Residential street repairs in Wards 3 and 4 are being addressed in a separate concurrent project.

IMPLEMENTATION SCHEDULE: Should authorization to bid be secured at the February 26, 2024 committee of the whole meeting the project will be advertised in March. Construction is anticipated to begin in May.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Preliminary engineer construction cost estimate (emailed) is \$250,000.00, dated February 22, 2024. Funding is estimated to be split between the Road Levy Improvement Fund (43.7%), Street Repair and Maintenance Fund (25.7%), and Road Capital Projects Fund (30.6%). Actual percentage costs will be based on the lowest and best bid. Analysis will be evaluated after the bids are received.

RECOMMENDED ACTION: Passage of a motion which authorizes the City Manager to advertise for and seek public bids for the 2024 Concrete Repair Program

ADDITIONAL INFORMATION: