

BRUNSWICK CITY

SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

Agenda

JUNE 26, 2017
6:25 PM

1. Discussion Items

- (a) **RES. NO. 55-17** - An emergency resolution authorizing the City Manager to enter into a forty-two (42) month agreement with Next Era Energy Services for provision of electricity in an amount not to exceed the fixed rate of \$0.052 per kilowatt hour - **1st Reading** (To be brought from Services, Utilities, Technology and Cable Committee, *Administration/Paul Barnett*)
- (b) **RES. NO. 56-17** - A resolution authorizing the City Manager to purchase a new 25 Cubic Yard Trailer Mounted Leaf Vacuum without engine from Old Dominion Brush Co. Inc. in an amount not to exceed \$39,702.50 - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)
- (c) **RES. NO. 57-17** - A resolution authorizing the City Manager to enter into an agreement with Wilson Electronic Displays, LLC for the purchase and installation of an outdoor electronic message center in an amount not to exceed \$19,480.00 - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Jeff Neidert*)
- (d) **RES. NO. 58-17** - An emergency resolution authorizing the City Manager to enter into an agreement with Specialized Construction, Inc. for the resurfacing of City parking lots in an amount not to exceed \$182,945.00 - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

2. General Discussion

3. Adjournment



**COMPETITIVE RETAIL
ELECTRIC SERVICE
CONTRACT**

OHIO
Governmental Mercantile
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, for the Electric Distribution Utility ("EDU") accounts ("Accounts") identified in Addendum A, attached and made a part hereof.

	Supplier Contact Information	Customer Contact Information
INTERNET:	www.nexteraenergyservices.com	Paul Barnett
EMAIL:	contracts@nexteraenergyservices.com	pbarnett@brunswick.oh.us
MAILING ADDRESS:	NextEra Energy Services Ohio, LLC 20455 State Highway 249 Suite 200 ATTN: Contract Administration Houston, TX 77070	4095 Center Rd Brunswick, OH 44212
TELEPHONE:	877.528.2890	330-225-9144
FAX:	800.627.8813	
HOURS:	8:00 am CT - 5:00 pm CT	

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.

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

PRICE: The Price for Service during the Initial Term shall be \$0.04851 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: 42 months, starting 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.

HOLDOVER PRICE: Holdover Price means the price set forth on the Supplier's website at www.nexteraenergyservices.com in the "For Business" section under "Legal Notices and Terms" for the state 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: _____

Terms of Service

Term. This Agreement shall be effective upon the date it has been executed by both parties ("Effective Date"). Service from Supplier shall commence upon the date the EDU transfers each Account to Supplier and continue through expiration of the Initial Term. After the Initial Term expires, this Agreement shall continue on a month-to-month basis at the Holdover Price 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.

Transfer of Service. Supplier will work with the EDU to transfer Service to each Account to Supplier in accordance with the applicable EDU tariff. Because of EDU processing, Supplier cannot guarantee the date by which transfer 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 a Mercantile Customer as defined by Ohio law. Customer hereby waives Customer's rights under the PUCO rules applicable to electricity supply by CRES providers to the extent allowable under PUCO rules and applicable law, and except as otherwise provided in this Agreement.

Payments. "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" 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.

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 will make payments directly to the EDU pursuant to the applicable EDU tariff. Under the Dual Billing Option, payments are due 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, Customer will 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. Dunn & Bradstreet, Standard & Poor's and/or Moody's) 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 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. If a Change in Law results in Pass-Through Charges, Supplier will provide prior written notice of such Pass-Through Charges and Customer may terminate the Agreement.

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

NextEra Energy Services Ohio, LLC
Terms of Service
Competitive Retail Electric Service Contract
Ohio Governmental Mercantile
(Non-Aggregation)

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.

Termination by Customer. In the event that Customer terminates this Agreement 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, Customer shall pay Supplier 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.

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. 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. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party, 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 Customer's complaint is not resolved after Customer has called NextEra Energy Services or the EDU, or for general utility information, Customer may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY at 1-800-686-1570 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or at www.PUCO.ohio.gov.

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: www.nexteraenergyservices.com.

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

ACCOUNTS INCLUDED IN AGREEMENT

Customer Name: CITY OF BRUNSWICK

Electric Distribution Utility: OHIOEDISON - FirstEnergy Ohio Edison

EDU Account No.	Service Address City, State and Zip	Billing Address City, State and Zip	New Account or Renewal?
08028804095000016951	4274 Manhattan dr yth ct Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08028804090000516239	4274 Manhattan dr yth ct Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08021926410000533283	3595 Grafton Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08021560600000517914	4637 Center RD NRA PK Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08021257770000529006	3637 Center Road RecCtr Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08020984530000516376	4095 Center RD Rear Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08020201190000503661	1238 W 130 st Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08007648375001276533	4357 Center Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08007648375001275602	3213 1/2 Laurel Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08007648375001272962	15603 1/2 Boston Rd Brunswick, OH 44136	4095 Center Rd Brunswick, OH 44212	New Account
08007648375001272936	4384 1/2 Center Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08007648375001269327	3675 1/2 Center Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08007648375001269326	3783 1/2 Center RD TRFCLT Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08007648375000332874	1473 Parschen Pkwy Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08007648375000185851	3540 1/2 Center Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08007648375000181508	929 1/2 Pearl Rd Siren Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08007648375000181507	1525 1/2 Pearl Rd Siren Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08007648375000181501	3910 1/2 Venus Dr Siren Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08007648375000013736	4095 Center Rd Ofces Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account

08007648370000517777	4383 Center Rd RecGar Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08007648370000516981	4095 Center Rd Ofces Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08006513910001310986	3637 Center Rd RecCtr Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08006049820000529441	3410 Grafton RD Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08006049820000517776	4385 Center Road Sta 1 Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08006048890001399331	4095 Center RD Bus Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08006048890000523538	4313 Center Rd Ne Cor Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08006048890000518613	4328 Center RD SW COR Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08006048890000516237	4314 Center Rd Se Cor Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account
08006048890000515940	1721 Dianna Dr Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	New Account

Customer Initials: _____

Date: _____

NextEra Energy Services Ohio Initials: _____

Date: _____

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A FORTY-TWO (42) MONTH AGREEMENT WITH NEXT ERA ENERGY SERVICES FOR PROVISION OF ELECTRICITY IN AN AMOUNT NOT TO EXCEED THE FIXED RATE OF \$0.04851 PER KILOWATT HOUR.

WHEREAS: The City was enrolled in the NOPEC electrical program with First Energy being the electrical supplier;

WHEREAS: The contract with First Energy was terminated in December of 2016, at which point the City was enrolled in a fixed rate program through June of 2017 at the average 2016 cost of \$0.064205 per kilowatt hour; and

WHEREAS: The City has negotiated terms for the provision of electricity with Next Era Energy Services through NOPEC at the fixed rate of \$0.04851 per kilowatt hour for forty-two (42) months.

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 forty-two (42) month agreement with Next Era Energy Services for provision of electricity in an amount not to exceed the fixed rate of \$0.04851 per kilowatt hour.

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 immediately take advantage of lower electricity rates. 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. 55-17

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

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A FORTY-TWO (42) MONTH AGREEMENT WITH NEXT ERA ENERGY SERVICES FOR PROVISION OF ELECTRICITY IN AN AMOUNT NOT TO EXCEED THE FIXED RATE OF \$0.04851 PER KILOWATT HOUR.

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Clerk of Council
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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: 06/26/2017

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 56-17** - A resolution authorizing the City Manager to purchase a new 25 Cubic Yard Trailer Mounted Leaf Vacuum without engine from Old Dominion Brush Co. Inc. in an amount not to exceed \$39,702.50 - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

BACKGROUND: The City of Brunswick is a member of a buying consortium titled National Joint Powers Alliance (NJPA). This proposed purchase is under the NJPA pricing program. This leaf vacuum will replace a 10 year old vacuum. The John Deere engine on the old vacuum is still in good working order and will be switched to the new body being purchased. \$55,000 was budgeted for this purchase in the approved 2017 Capital Budget.

PURPOSE AND EXPLANATION: The purpose of this purchase is to replace old obsolete equipment with "like" equipment in order to provide leaf removal services to the City of Brunswick.

IMPLEMENTATION SCHEDULE: Order as soon as possible with an expected 3 month delivery. Once delivered, the city mechanics will install the old engine on the new body.

FINANCIAL INFORMATION: 25 cubic yard trailer mounted leaf vacuum -- \$39,702.00 - 963-0420-56252 -- 39702

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?

**ADDITIONAL
INFORMATION:**

OLD DOMINION BRUSH CO., INC.
5118 Glen Alden Drive, Richmond, VA 23231
1-800-446-9823

PROPOSAL # 06/13/17RT1
City of Brunswick
Brunswick, Ohio

DATE: June 13, 2017
ATTN: Ryan Lutz
NJPA Membership # 33392

Description		Price
(1) New ODB Trailer Mounted Vacuum Debris Collector Model SCL800TM25		\$ 50,750.00
Hopper - 25 cubic yards with self dumping underbody hoist		
32" diameter suction impeller with six 3/8" thick T-1 steel blades		
Direct drive for suction impeller		
16" diameter x 100" rubber suction hose with steel nozzle		
Hydraulic hose boom powered by an electric/hydraulic pump		
Powered by John Deere 4045HFC03 diesel 4 cyl. engine rated for 74 HP Final Tier 4		
13" clutch assembly with a 2.25" diameter PTO shaft & safety engagement		
44-gallon polyethylene fuel tank		
Engine controls; tachometer, hour meter, oil pressure & water temp		
Murphy engine safety shutdown for low oil pressure and high water temperature		
Underbody type hoist that dumps to 52 degrees and is power up/down		
Gear driven hydraulic pump powers the 26.6 ton capacity hoist		
Tandem axles with a combined rating of 24,000 pounds		
Eight 235/80R16E tires mounted on steel wheels		
Electric brakes with break-away actuator		
LED type DOT lights and two rear amber LED oval flashers		
HD height adjustable pintle eye with three quick release pins		
Manual parking jack with drop foot		
All components pre-painted prior to assembly - standard color is white		
Options		
Red paint color other than standard white		\$ 900.00
Hydraulic front parking jack in lieu of manual jack		\$ 1,500.00
Rotary self-cleaning radiator screen		\$ 1,600.00
Total Equipment Cost:		\$ 54,750.00
NJPA 7% Discount:		\$ (3,832.50)
NET Equipment Cost:		\$ 50,917.50
Transportation cost from Richmond, VA at \$2/mile		487 \$ 974.00
		\$ 51,891.50
SOURCED GOOD ITEMS:		
DEDUCT for not supplying John Deere diesel engine/sheet metal/PTO clutch/engine controls		\$ (12,189.00)
TOTAL DELIVERED COST PER UNIT:		\$ 39,702.50

Contract #060612-ODB



Thank you, *Rick Timmerman*
800-632-7989
rickt@odbco.com



CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A NEW 25 CUBIC YARD TRAILER MOUNTED LEAF VACUUM WITHOUT ENGINE FROM OLD DOMINION BRUSH CO., INC. IN AN AMOUNT NOT TO EXCEED \$39,702.50.

WHEREAS: The City of Brunswick is a member of the National Joint Powers Alliance buying consortium; and

WHEREAS: The proposed purchase of a new 25 cubic yard trailer mounted leaf vacuum without engine is through the National Joint Powers Alliance pricing program.

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

SECTION 1: That the City Manager is hereby authorized to purchase a new 25 cubic yard trailer mounted leaf vacuum without engine from Old Dominion Brush Co., Inc. through the National Joint Powers Alliance in an amount not to exceed \$39,702.50.

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
Barb Ortiz

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A NEW 25 CUBIC YARD TRAILER MOUNTED LEAF VACUUM WITHOUT ENGINE FROM OLD DOMINION BRUSH CO., INC. IN AN AMOUNT NOT TO EXCEED \$39,702.50.

WHEREAS: The City of Brunswick is a member of the National Joint Powers Alliance buying consortium; and

WHEREAS: The proposed purchase of a new 25 cubic yard trailer mounted leaf vacuum without engine is through the National Joint Powers Alliance pricing program.

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

SECTION 1: That the City Manager is hereby authorized to purchase a new 25 cubic yard trailer mounted leaf vacuum without engine from Old Dominion Brush Co., Inc. through the National Joint Powers Alliance in an amount not to exceed \$39,702.50.

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
Barb Ortiz

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 06/26/2017

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 57-17** - A resolution authorizing the City Manager to enter into an agreement with Wilson Electronic Displays, LLC for the purchase and installation of an outdoor electronic message center in an amount not to exceed \$19,480.00 - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Jeff Neidert*)

BACKGROUND: This purchase will replace the existing Electronic Message Center located at the Public Square at the intersection of Center and Pearl Roads. The sign features community messages and City related announcements for community notification purposes.
The original electronic sign is nearing fifteen years old and has seen numerous failures with the computer controlled operating system. It is not up-gradable and is operating on an old Windows XP format. Additionally, we are experiencing losses of individual pixel elements which will continue as the sign ages. It is currently nearing fifteen years old of 24/7 operation. We have seen numerous failures of the system over the past few months, and they are getting more frequent. The current sign is limited to basically one font style and very large letters, due to it's low resolution, as this was one of the first electronic signs installed in Brunswick. Replacement of the unit will allow not only for dependable service, but will increase the message capacity due to the higher resolution offered by current technology. It will also allow for multi colored messages, following City Code, in contrast to our current monochrome system.

PURPOSE AND EXPLANATION: To replace a failing electronic sign at Public Square which is used to post messages from not for profit groups and organizations, as well as City information and updates. This will increase the use by both groups. Instead of the same message repeated on each board, one side will now be programmed for City events and activities, the other for Community Messaging.

IMPLEMENTATION SCHEDULE: We anticipate the new signboard will be installed during the month of September.

FINANCIAL INFORMATION: Outdoor Electronic Message Center - 09/30/2017 - Capital Improvement Fund - 300-0522-56250 - - 19480

FINANCIAL SUMMARY: The replacement of the signboard was included in the 2017 budget and will come in well under the budgeted amount of \$40,000 due to reductions in the cost of the technology. There may be an

additional minor cost associated with the removal and disposal of the existing sign, which was not included in the bid proposals, but may be completed by City staff.

Wilson Electronic Displays of Dayton. was the lowest and best bid received.

**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?

Recommend the adoption on three readings. No emergency is necessary as there will be ample time to install the project in the fall once the legislation is effective.

**ADDITIONAL
INFORMATION:**

While this upgrade will include full color options, all messages displayed will comply with City Code. The upgrade will allow for the use of logos and other art based images to increase the impact of the messages.

The higher resolution will allow for more characters, which will make it much easier for our community groups to edit messages into a short, yet very effective format. The current sign will not even allow us to list the City website address on one line, due to its limitations.

CONTRACTOR'S PROPOSAL
FOR AN OUTDOOR ELECTRONIC MESSAGE CENTER
BRUNSWICK, OHIO

2017

TO: The City Manager of the City of Brunswick, Ohio, County of Medina.

Proposal of Wilson Electronic Displays

(an individual) (a partnership) (a corporation duly organized under the laws of the state of)

The undersigned having carefully read and considered the terms and conditions of the contract documents for an Outdoor Message Center for the City of Brunswick, does hereby offer to supply said Outdoor Message Center for the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the contract document at the rate (expressed in words and figures) hereinafter set forth:

Two (2) cabinets with electronic message centers and software to operate system

Total \$ 17,350

Seventeen thousand, three hundred fifty dollars

(In words)

Installation of system

Total

\$ 2,130

Two thousand one hundred thirty dollars

(In words)

TOTAL BID PRICE

\$ 19,480

Nineteen thousand, four hundred eighty dollars **Total Bid Price**

(In words)

Outdoor Message Center - 2017

Make and Model: Wilson model MCX16-080128, full color 16mm outdoor LED Message Center Display. (Please refer to attached spec information)

Warranty: 5 years parts, 1 year labor

Delivery: 12 weeks from date of executed contract.

** Expedited 8 week delivery available for additional cost of \$2500

Proposer: Wilson Electronic Displays

By: Theresa Larrymore

Title: Client Development Manager

Address: 300 Hamilton Ave., Dayton OH 45403

Telephone No.: (937) 259-1149

Email address: tlarrymore@wedled.com

Signature: 

Date: June 6, 2017

CONTRACTOR'S PROPOSAL
FOR AN OUTDOOR ELECTRONIC MESSAGE CENTER
BRUNSWICK, OHIO

2017

TO: The City Manager of the City of Brunswick, Ohio, County of Medina.

Proposal of Brilliant Electric Sign Co., Ltd.

(an individual) (a partnership) (a corporation duly organized under the laws of the state of)

Limited Liability Company

The undersigned having carefully read and considered the terms and conditions of the contract documents for an Outdoor Message Center for the City of Brunswick, does hereby offer to supply said Outdoor Message Center for the City, of the type and quality and in the manner described, and subject to and in accordance with the terms and conditions set forth in the contract document at the rate (expressed in words and figures) hereinafter set forth:

Two (2) cabinets with electronic message centers and software to operate system

Total \$ 28,423.00

Twenty-Eight Thousand Four Hundred Twenty-Three & 00/100-----

(In words)

Installation of system

Total

\$ 2,390.00

Two Thousand Three Hundred Ninety & 00/100-----

(In words)

TOTAL BID PRICE

\$ 30,813.00

Thirty Thousand Eight Hundred Thirteen & 00/100----- Total Bid Price

(In words)

Outdoor Message Center - 2017

Make and Model: OPTEC - Intelligent 16-66B-N-P-S-QR

Warranty: One (1) year Labor/Materials; Additonal four (4) year on all LED message center parts

Delivery: Five (5) weeks

Proposer: Brilliant Electric Sign Co., Ltd.

By: John McRae

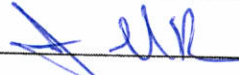
Title: Vice President

Address: 4811 Van Epps Road

Cleveland, OH 44131-1082

Telephone No.: (216) 741-3800

Email address: jmcrac@brilliantsign.com

Signature: 

Date: June 6, 2017

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WILSON ELECTRONIC DISPLAYS, LLC FOR THE PURCHASE AND INSTALLATION OF AN OUTDOOR ELECTRONIC MESSAGE CENTER IN AN AMOUNT NOT TO EXCEED \$19,480.00.

WHEREAS: The City of Brunswick received two (2) bids for the outdoor electronic message center in accordance with public bidding requirements; and

WHEREAS: The two (2) received public bids were opened on June 6, 2017, with Wilson Electronic Displays, LLC determined to be the lowest and best bidder.

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 Wilson Electronic Displays, LLC, the lowest and best bidder, for the purchase and installation of an outdoor electronic message center in an amount not to exceed \$19,480.00.

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
Barb Ortiz

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 57-17

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WILSON ELECTRONIC DISPLAYS, LLC FOR THE PURCHASE AND INSTALLATION OF AN OUTDOOR ELECTRONIC MESSAGE CENTER IN AN AMOUNT NOT TO EXCEED \$19,480.00.

WHEREAS: The City of Brunswick received two (2) bids for the outdoor electronic message center in accordance with public bidding requirements; and

WHEREAS: The two (2) received public bids were opened on June 6, 2017, with Wilson Electronic Displays, LLC determined to be the lowest and best bidder.

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 Wilson Electronic Displays, LLC, the lowest and best bidder, for the purchase and installation of an outdoor electronic message center in an amount not to exceed \$19,480.00.

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
Barb Ortiz

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 06/26/2017

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 58-17** - An emergency resolution authorizing the City Manager to enter into an agreement with Specialized Construction, Inc. for the resurfacing of City parking lots in an amount not to exceed \$182,945.00 - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

BACKGROUND: The current condition of the Recreation Center, Fire Station #1 and minor locations at the public area of City Hall parking lots is poor and in need of resurfacing. Specialized Construction for the resurfacing of various parking lots with a cost not to exceed \$182,945.00 was the lowest and best bid

PURPOSE AND EXPLANATION: The purpose of this legislation is to resurface various parking lots owned by the City.

IMPLEMENTATION SCHEDULE: All work is to be completed no later than November 10, 2017 with the Recreation Center Parking lot no later than August 11, 2017.

FINANCIAL INFORMATION: Resurfacing of various parking lots - - \$182,945.00 - 300-0522-56250 - - 182945

FINANCIAL SUMMARY: Bid cost is \$182,945.00, budgeted cost was: Fire Station #1 \$73,700.00, Recreation Center \$151,250.00 for a total of \$224,950.00.

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 legislation is an emergency with suspension of the rules in order to complete construction this construction season.

**ADDITIONAL
INFORMATION:**

2017 Parking Lot Resurfacing Bid Estimated Cost

				Specialized Construction		Barbicast Paving		Ohio Paving		Chagrin Valley Paving		Perrin Asphalt		Infinity Paving		Crossroads Asphalt Recycling, Inc.		Burton Scot Cont.	
Item No.	Description	Quantity		Unit Price Bid	Total Price Bid	Unit Price Bid	Total Price Bid	Unit Price Bid	Total Price Bid	Unit Price Bid	Total Price Bid	Unit Price Bid	Total Price Bid	Unit Price Bid	Total Price Bid	Unit Price Bid	Total Price Bid	Unit Price Bid	Total Price Bid
1	Pavement Planing at 2" Approx. Depth	69,000	Sq. Ft.	\$0.45	\$31,050.00	\$0.30	\$20,700.00	\$0.34	\$23,460.00	\$0.40	\$27,600.00	\$0.30	\$20,700.00	\$0.49	\$33,810.00	\$0.35	\$24,150.00	\$0.45	\$31,050.00
2	Pavement Planing at 4" Approx. Depth	32,000	Sq. Ft.	\$0.55	\$17,600.00	\$0.60	\$19,200.00	\$0.46	\$14,720.00	\$0.55	\$17,600.00	\$0.80	\$25,600.00	\$0.77	\$24,640.00	\$0.70	\$22,400.00	\$0.60	\$19,200.00
3	Subbase Replacement	80	Cu. Yd.	\$50.00	\$4,000.00	\$85.00	\$6,800.00	\$122.28	\$9,782.40	\$75.00	\$6,000.00	\$85.00	\$6,800.00	\$92.59	\$7,407.20	\$85.00	\$6,800.00	\$75.00	\$6,000.00
4	ODOT 203 Roadway Excavation and Embankment	60	Cu. Yd.	\$30.00	\$1,800.00	\$50.00	\$3,000.00	\$31.44	\$1,886.40	\$25.00	\$1,500.00	\$60.00	\$3,600.00	\$84.50	\$5,070.00	\$65.00	\$3,900.00	\$50.00	\$3,000.00
5	6" ODOT 304 Aggregate Base	34	Cu. Yd.	\$85.00	\$2,890.00	\$70.00	\$2,380.00	\$90.84	\$3,088.56	\$75.00	\$2,550.00	\$100.00	\$3,400.00	\$60.00	\$2,040.00	\$85.00	\$2,890.00	\$140.00	\$4,760.00
6	Various Depth ODOT 301 Asphalt Concrete Base Course	330	Cu. Yd.	\$135.00	\$44,550.00	\$130.00	\$42,900.00	\$141.86	\$46,813.80	\$155.00	\$51,150.00	\$150.00	\$49,500.00	\$147.00	\$48,510.00	\$171.00	\$56,430.00	\$165.00	\$54,450.00
7	Various Depth ODOT 448 Asphalt Concrete Surface Course Type 1	559	Cu. Yd.	\$145.00	\$81,055.00	\$170.00	\$95,030.00	\$162.39	\$90,776.01	\$155.00	\$86,645.00	\$175.00	\$97,825.00	\$160.23	\$89,568.57	\$196.00	\$109,564.00	\$220.00	\$122,980.00
					\$182,945.00		\$190,010.00		\$190,527.17		\$193,045.00		\$207,425.00		\$211,045.77		\$226,134.00		\$241,440.00

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH SPECIALIZED
CONSTRUCTION, INC. FOR THE RESURFACING OF CITY PARKING
LOTS IN AN AMOUNT NOT TO EXCEED \$182,945.00.

WHEREAS: The City of Brunswick received eight (8) bids to resurface City parking lots in
accordance with public bidding requirements; and

WHEREAS: The eight (8) received public bids were opened on June 20, 2017 with Specialized
Construction, Inc. determined to be the lowest and best bidder.

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 Specialized Construction,
Inc., the lowest and best bidder, for the resurfacing of City parking lots in an
amount not to exceed \$182,945.00.

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 for completion of
the Project during the 2017 construction 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. 58-17

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

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SPECIALIZED CONSTRUCTION, INC. FOR THE RESURFACING OF CITY PARKING LOTS IN AN AMOUNT NOT TO EXCEED \$182,945.00.

WHEREAS: The City of Brunswick received eight (8) bids to resurface City parking lots in accordance with public bidding requirements; and

WHEREAS: The eight (8) received public bids were opened on June 20, 2017 with Specialized Construction, Inc. determined to be the lowest and best bidder.

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 Specialized Construction, Inc., the lowest and best bidder, for the resurfacing of City parking lots in an amount not to exceed \$182,945.00.

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 for completion of the Project during the 2017 construction 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