



BRUNSWICK CITY COUNCIL AGENDA

Brian Ousley At-Large	Joseph Delsanter At-Large	Michael Abella Jr. Ward 1	Kenneth Fisher Law Director	Carl S. DeForest City Manager	Ron Falconi Mayor	Fijabi Julien-Gallam Council Clerk	Patricia Hanek At-Large	Joseph Salzgeber Ward 3	Anthony Capretta Ward 4	Nicholas Hanek Ward 2
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Administration Representatives

JANUARY 8, 2018

1. Prayer and Pledge of Allegiance
2. Roll Call of Members
3. Correspondence
4. Approval of regular Council Meeting Minutes dated December 18, 2017.
 - (a) Council Meeting Minutes dated December 18, 2017.
5. Mayor's Report:
 - (a) Mayor's Court Financial Report for the month ending December 2017 will be posted on the website and added to the minutes for the record;
 - (b) Presentation from the Brunswick Food Pantry - Phyllis Siedler
 - (c) Mayor's recommendation to reappoint Richard J. Prospal to Building Code Board of Appeals;
 - (d) Mayor's recommendation to appoint Service Director Paul Barnett to the Northeast Ohio Public Energy Council (NOPEC) Board;
 - (e) Mayor's recommendation to appoint Brent Foreman to the Juvenile Diversion Board;
 - (f) Mayor's Update
6. Clerk of Council's Report
7. Council Committee Reports:

Economic Development.....

Services, Utilities, Technology & Cable.....Mr. Salzgeber

(41) Services Committee Meeting Minutes dated December 18, 2017

Finance Committee.....Mrs. Hanek

Safety & Environment.....Mr. Hanek

Planning & Zoning Committee.....Mr. Ousley

(43) Planning Committee Meeting Minutes dated December 18, 2017

Parks, Recreation & Community Committee.....Mr. Abella Jr.

(42) Parks Committee Meeting Minutes dated December 18, 2017

Building & Building Code Committee.....Mr. Capretta

8. Other Boards and Commissions

(a) Committee of the Whole Meeting Minutes dated December 11, 2017, and

(b) Committee of the Whole Meeting Minutes dated December 18, 2017

9. Petitions from the Public on Legislation

10. Reading of Legislation and Action on Legislation:

a. 3rd Reading(s)

RES. NO. 128-17 - An emergency resolution authorizing the City Manager to purchase a new ambulance for the Division of Fire and Rescue from Horton Emergency Vehicles, Inc. in an amount to not exceed \$303,890.00 - **3rd Reading** (Safety & Environment Committee, *Administration/Jim Baird*)

b. 2nd Reading(s)

RES. NO. 129-17 - An emergency resolution authorizing the City Manager to enter into a lease agreement with the Medina County Park District and declaring an emergency - **2nd Reading** (Parks, Recreation & Community Committee, *Administration/John Piepsny*)

ORD. NO. 130-17 - An ordinance approving the Phase 6 detailed site plan for The Reserve at Autumn Creek Subdivision Special Planning District No. 3 - **2nd Reading** (Planning & Zoning Committee, *Administration/Matt Jones*)

c. 1st Reading(s)

RES. NO. 1-18 - An emergency resolution authorizing the City Manager to enter into a three (3) year agreement with Quality Control Inspection, Inc. for the provision of professional construction inspection services - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

RES. NO. 2-18 - An emergency resolution authorizing the City Manager to purchase a new Duraco Durapatcher from Leader Machinery Company, LTD. in an amount not to exceed \$56,673.00 - **1st Reading**, (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

RES. NO. 3-18 - An emergency resolution authorizing the City Manager to purchase a new or used Asphalt Emulsion Heated Storage tank from Northcoast Products in an amount not to exceed \$28,025.00 - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

RES. NO. 4-18 - An emergency resolution authorizing the City Manager to purchase a new 2018 Ford Super Duty F550 XL 4WD Regular Cab Truck from Liberty Ford in an amount not to exceed \$64,358.82 - **1st Reading** (To be brought from Parks, Recreation & Community Committee, *Administration/John Piepsny*)

ORD. NO. 5-18 - An emergency ordinance providing for submission to the electors of the City of Brunswick, Ohio, at the May 8, 2018 Primary Election, the proposed amendment to Charter Section 3.08 - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

11. City Manager's Report
12. Administrative Departments
13. Open Forum
14. Unfinished Business
15. New Business
16. Adjournment

CITY OF BRUNSWICK, OHIO
MINUTES OF COUNCIL
MONDAY, DECEMBER 18, 2017

PRAYER AND PLEDGE OF ALLEGIANCE: THE REGULAR MEETING OF BRUNSWICK CITY COUNCIL WAS CALLED TO ORDER BY MAYOR RON FALCONI AT 7:30 P.M. AT THE MUNICIPAL COMPLEX.

ROLL CALL OF MEMBERS: ROLL CALL SHOWED THE FOLLOWING COUNCIL MEMBERS PRESENT: BRIAN OUSLEY, ALEX JOHNSON, MICHAEL ABELLA JR., PATRICIA HANEK, NICHOLAS HANEK, JOSEPH SALZGEBER AND MAYOR RON FALCONI, COUNCIL CLERK FIJABI JULIEN-GALLAM.

PATRICIA HANEK MOVED TO EXCUSE ANTHONY CAPRETTA FOR JUST CAUSE, SECONDED BY ALEX JOHNSON. ROLL CALL - AYES - 6, BRIAN OUSLEY, ALEX JOHNSON, MICHAEL ABELLA JR., PATRICIA HANEK, NICHOLAS HANEK, JOSEPH SALZGEBER. NAYS - 0. MOTION CARRIED.

CORRESPONDENCE: THERE WAS NONE.

APPROVAL OF REGULAR COUNCIL MEETING MINUTES DATED DECEMBER 11, 2017: PATRICIA HANEK MOVED TO APPROVE COUNCIL MEETING MINUTES DATED DECEMBER 11, 2017, SECONDED BY NICHOLAS HANEK. ROLL CALL - AYES - 6, BRIAN OUSLEY, ALEX JOHNSON, MICHAEL ABELLA JR., PATRICIA HANEK, NICHOLAS HANEK, JOSEPH SALZGEBER. NAYS - 0. MOTION CARRIED.

MAYOR'S REPORT:

Proclamation presented to Alex Johnson for his years served on Council.

Mayor Falconi presented a proclamation to Mr. Johnson. Mr. Johnson recognized his family. He expressed that being a council member is a thankless job and the residents don't know what Council does on their behalf. On behalf of the residents, he thanked Council for what they do for the community.

Motion to approve the Mayor's recommendation to reappoint Stanley Socha to the Volunteer Firefighter Dependents Board.

Nicholas Hanek moved to approve the Mayor's recommendation to reappoint Stanley to the Volunteer Firefighter Dependents Board, seconded by Brian Ousley. Roll Call - Ayes - 6, Brian Ousley, Alex Johnson, Michael Abella Jr., Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

CLERK OF COUNCIL'S REPORT THE CLERK NOTED THAT THE BRUNSWICK AREA HISTORICAL SOCIETY HAS THE CHANCE TO BRING A LOG CABIN THAT WAS ONCE ON THE UNDERGROUND RAILROAD TO THE HERITAGE FARM. THE ORGANIZATION IS SELLING \$25 TICKETS TO SCENE 75. THE TICKETS ARE WORTH \$40. THE TICKETS INCLUDED TWO ATTRACTIONS OF YOUR CHOICE AS WELL AS A \$20 ARCADE CARD. FOR MORE DETAILS, THE ORGANIZATION CAN BE CONTACTED AT 330-441-0292. THE CLERK MENTIONED THAT THE TICKETS COULD BE A GREAT LAST MINUTE GIFT.

COUNCIL COMMITTEE REPORTS:

Economic Development.....Mr. Johnson:

Alex Johnson moved to approve the formal report dated December 11, 2017 as written, seconded by Patricia Hanek. Roll Call - Ayes - 6, Brian Ousley, Alex Johnson, Michael Abella Jr., Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Services, Utilities, Technology & Cable.....Mr. Salzgeber:

Joseph Salzgeber had no formal report.

Finance Committee.....Mrs. Hanek:

Patricia Hanek moved to approve the formal report dated December 11, 2017 as written, seconded by Alex Johnson. Roll Call - Ayes - 6, Brian Ousley, Alex Johnson, Michael Abella Jr., Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Safety & Environment.....Mr. Hanek:

Nicholas Hanek moved to approve the formal report dated December 11, 2017 as written, seconded by Joseph Salzgeber. Roll Call - Ayes - 6, Brian Ousley, Alex Johnson, Michael Abella Jr., Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Planning & Zoning Committee.....Mr. Ousley:

Brian Ousley had no report this evening.

Parks, Recreation & Community Committee.....Mr. Abella Jr.:

Michael Abella Jr. had not report this evening.

Building & Building Code Committee.....Mr. Capretta:

Brian Ousley moved to approve the formal report dated December 11, 2017 as written, seconded by Alex Johnson. Roll Call - Ayes - 6, Brian Ousley, Alex Johnson, Michael Abella Jr., Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

OTHER BOARDS AND COMMISSIONS: THERE WAS NONE.

PETITIONS FROM THE PUBLIC ON LEGISLATION: THERE WAS NONE.

READING OF LEGISLATION AND ACTION ON LEGISLATION:

3RD READING(S)

RES. NO. 116-17 - A resolution urging Contributions to local food banks - **3rd Reading** (Committee-of-the-whole, *Administration/Brian Ousley*):

Brian Ousley moved to adopt, seconded by Nicholas Hanek. Roll Call - Ayes - 6, Brian Ousley, Alex Johnson,

Michael Abella Jr., Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Mr. Ousley reminded everyone that the month of January is the hardest hit for people getting any contribution, whether it is monetary or can/box goods. He explained that after the holiday's people forget that January is the lowest contribution out the year. He challenged his colleagues for the first meeting back on January 8, 2018, to bring as much canned/box goods to City Hall for the Brunswick Food Pantry.

ORD. NO. 97-17 - An ordinance establishing Section 1242.02(92) and (93) of the Codified Ordinances of the City of Brunswick by defining financial institutions and payday lenders - **3rd Reading** (Planning & Zoning, *Administration/Grant Aungst*):

Brian Ousley moved to adopt, seconded by Patricia Hanek. Roll Call - Ayes - 6, Brian Ousley, Alex Johnson, Michael Abella Jr., Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Mr. Aungst explained that the City has not defined financial intuitions and payday lenders in the city. This legislation would do that for the City of Brunswick.

ORD. NO. 98-17 - An ordinance establishing section 1260.04(u) of the codified ordinances of the City of Brunswick by including payday lenders as a conditionally permitted use in the C-G general commercial zoning district - **3rd Reading** (Planning & Zoning, *Administration/Grant Aungst*):

Brian Ousley moved to adopt, seconded by Patricia Hanek. Roll Call - Ayes - 6, Brian Ousley, Alex Johnson, Michael Abella Jr., Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Mr. Aungst explained that this legislation is related to Ordinance 97-17 with permitting financial institutions and Payday lenders to both be defined, and designation to best location and place through a conditionally permitted process.

ORD. NO. 99-17 - An ordinance establishing Section 1262.04(h) of the Codified Ordinances of the City of Brunswick by including payday lenders as a conditionally permitted use in the C-O office commercial zoning district - **3rd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*):

Brian Ousley moved to adopt, seconded by Patricia Hanek. Roll Call - Ayes - 6, Brian Ousley, Alex Johnson, Michael Abella Jr., Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Mr. Aungst noted that this legislation is related to Ordinance 98-17. In the C-O office commercial zoning district, all payday lenders have to be conditionally approved.

2ND READING(S)

RES. NO. 128-17 - An emergency resolution authorizing the City Manager to purchase a new ambulance for the Division of Fire and Rescue from Horton Emergency Vehicles, Inc. in an amount to not exceed \$303,890.00 - **2nd Reading** (Safety & Environment Committee, *Administration/Jim Baird*):

RES. NO. 128-17 - Nicholas Hanek moved this resolution to a third reading.

1ST READING(S)

RES. NO. 129-17 - An emergency resolution authorizing the City Manager to enter into a lease agreement with the Medina County Park District and declaring an emergency - **1st Reading** (To be brought from Parks, Recreation & Community Committee, *Administration/John Piepsny*):

RES. NO. 129-17 - Mike Abella moved this resolution to a second reading.

ORD. NO. 130-17 - An ordinance approving the Phase 6 detailed site plan for The Reserve at Autumn Creek Subdivision Special Planning District No. 3 - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Matt Jones*):

ORD. NO. 130-17 - Brian Ousley moved this ordinance to a second reading.

ORD. NO. 131-17 - An ordinance establishing Section 1242.02(94) of the Codified Ordinances of the City of Brunswick by defining Vape and Smoke Shops - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*):

ORD. NO. 131-17 - Brian Ousley moved this ordinance to a second reading and back to the Planning Commission for a public hearing.

ORD. NO. 132-17 - An ordinance amending Section 1260.04 of the Codified Ordinances of the City of Brunswick by including vape and smoke shops and tattoo and body piercing parlors as conditionally permitted uses in the C-G General Commercial zoning district - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*):

ORD. NO. 132-17 - Brian Ousley moved this ordinance to a second reading and back to the Planning Commission for a public hearing.

ORD. NO. 133-17 - An ordinance amending Section 1262.04 of the Codified Ordinances of the City of Brunswick by including tattoo and body piercing parlors as conditionally permitted uses in the C-O Commercial Office zoning district - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*):

ORD. NO. 133-17 - Brian Ousley moved this ordinance to a second reading and back to the Planning Commission for a public hearing.

ORD. NO. 134-17 - An ordinance amending Section 1270.10 of the City of Brunswick Codified Ordinances by removing streamers as a permitted temporary sign - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*):

ORD. NO. 134-17 - Brian Ousley moved this ordinance to a second reading and back to the Planning Commission for a public hearing.

ORD. NO. 135-17 - An ordinance amending Section 1270.11 of the City of Brunswick Codified Ordinances by prohibiting streamers - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*):

ORD. NO. 135-17 - Brian Ousley moved this ordinance to a second reading and back to the Planning

Commission for a public hearing.

ORD. NO. 136-17 - An ordinance amending Section 1261.04 of the Codified Ordinances of the City of Brunswick by including vape and smoke shops and tattoo and body piercing parlors as conditionally permitted uses in the GW-C Gateway zoning district - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*):

ORD. NO. 136-17 - Brian Ousley moved this ordinance to a second reading and back to the Planning Commission for a public hearing.

ORD. NO. 137-17 - An ordinance amending Section 1256.04 of the Codified Ordinances of the City of Brunswick by including vape and smoke shops and tattoo and body piercing parlors as conditionally permitted uses in the C-N Neighborhood Commercial zoning district - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*) :

ORD. NO. 137-17 - Brian Ousley moved this ordinance to a second reading and back to the Planning Commission for a public hearing.

ORD. NO. 138-17 - An ordinance amending the Design Guidelines for the Main Street District of the Brunswick Town Center Special Planning District No. 2 by including vape and smoke shops and tattoo and body piercing parlors as conditionally permitted uses - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*):

ORD. NO. 138-17 - Brian Ousley moved this ordinance to a second reading and back to the Planning Commission for a public hearing.

ORD. NO. 139-17 - An ordinance amending the Design Guidelines for the Northwest Neighborhood of the Brunswick Town Center Special Planning District No. 2 by including vape and smoke shops as conditionally permitted uses - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*):

ORD. NO. 139-17 - Brian Ousley moved this ordinance to a second reading and back to the Planning Commission for a public hearing.

ORD. NO. 140-17 - An ordinance amending the Design Guidelines for the Southeast Neighborhood of the Brunswick Town Center Special Planning District No. 2 by including vape and smoke shops and tattoo and body piercing parlors as conditionally permitted uses - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*):

ORD. NO. 140-17 - Brian Ousley moved this ordinance to a second reading and back to the Planning Commission for a public hearing.

CITY MANAGER'S REPORT: MR. DEFOREST EXPRESSED HE APPRECIATION TO MR. JOHNSON FOR HIS SERVICE TO THE COMMUNITY. HE REMINDED THE RESIDENTS THAT CITY HALL IS CLOSED ON DECEMBER 25TH, DECEMBER 26TH, DECEMBER 29TH AND JANUARY 1ST FOR THE HOLIDAYS. HE MENTIONED THAT ALL THE MONEY RAISED THROUGH THE RED KETTLE SALVATION DRIVE STAYS IN THE LOCAL COMMUNITY. THE MONEY IS USED TO ASSIST PEOPLE WHO NEED EMERGENCY HOUSING ASSISTANCE AND OTHER ITEMS IN

THE COUNTY. HE ASKED PEOPLE TO PLEASE BE GENEROUS WHEN THEY MAKE DONATIONS.

HE NOTED THAT THE CITY'S NEWSLETTER WILL BE COMING OUT IN THE MIDDLE OF JANUARY. THE BACK PAGE OF THE NEWSLETTER IS GOING TO HAVE A DIRECT DIAL LIST AND FREQUENTLY ASKED QUESTIONS FOR THE CITY. THIS LIST WOULD HELP SOMEONE LOCATE A CERTAIN ORGANIZATION, DEPARTMENT, OR DIVISION TO CALL FOR A SPECIFIC REASON. HE ASKED THAT THE RESIDENTS PUT THIS LIST ON THEIR REFRIGERATOR TO USE IN THE FUTURE.

HE NOTED THAT LINDA DARLING, A LONGTIME RESIDENT AND LONGTIME VOLUNTEER WITH THE CITY, TURNED 76 YEARS OLD ON DECEMBER 18, 2017.

ADMINISTRATIVE DEPARTMENTS: MS. OZANICH REPORTED THAT THE FINANCE DEPARTMENT IS WORKING ON THE LAST PAYROLL FOR THE YEAR, AND THEY ARE SENDING OUT THE LAST CHECK RUN TO ALL THE VENDORS BEFORE THE END OF THE YEAR. SHE EXPLAINED THAT THE FINANCE DIRECTOR IS WORKING ON GETTING THE BUDGET REPORT UPLOADED TO THE CITY'S WEBSITE.

MR. AUNGST EXPRESSED HIS APPRECIATION FOR MR. JOHNSON'S EFFORTS AND HIS TIME AS THE CHAIR OF THE ECONOMIC DEVELOPMENT COMMITTEE. HE THANKED EVERYONE IN THE CITY FOR THEIR CONTINUED INVESTMENT THEY MADE IN THE COMMUNITY. IN 2017, THERE WERE MANY OUTSTANDING DEVELOPMENTS THAT TOOK PLACE IN THE CITY. HE EXPLAINED THAT HAVING A GREAT SET OF STAKEHOLDERS HELPS DRIVE THE PROGRESS IN THE COMMUNITY. HE IS LOOKING FORWARD TO 2018.

MR. LUTZ MENTIONED THAT THE SERVICE DEPARTMENT SPENT OVER A MONTH CHIPPING BRANCHES FROM THE NOVEMBER 5TH STORM. THE STAFF FROM THE SERVICE DEPARTMENT WORKED 6-DAYS A WEEK AND 10 HOURS A DAY CLEANING UP AFTER THE STORM. THE LEAF PICK-UP WAS PUSHED BACK BECAUSE OF THE STORM. HE NOTED THAT CONSTRUCTION SEASON IS OVER IN THE CITY. GRAFTON ROAD WAS REOPENED TO THE PUBLIC ON DECEMBER 8TH, AND THE LANDSCAPING IS EXPECTED TO BE COMPLETED IN SPRING 2018. HE MENTIONED THAT THE CITY HAS OVER 5,000 TONS OF SALT READY FOR THIS WINTER.

MR. PIEPSNY REMINDED EVERYONE THAT THE BRUNSWICK RECREATION CENTER HAS A 50% OFF ANNUAL MEMBERSHIP SALE UNTIL DECEMBER 31ST AND IT IS A GREAT GIFT FOR CHRISTMAS. THE LAST DAY FOR THE SALE IS DECEMBER 31ST. HE NOTED THAT THE RECREATION CENTER HOURS ON CHRISTMAS EVE AND NEW YEAR'S EVE IS FROM 8 AM TO NOON. THE CENTER IS CLOSED ON CHRISTMAS DAY AND NEW YEAR DAY. THE BRUNSWICK'S ANNUAL CHRISTMAS PARTY WAS ON DECEMBER 17TH. HE EXPRESSED HIS APPRECIATION FOR THE HARDWORK THAT TAYLOR SCOTT, RACHEL SIMS AND THE STAFF FOR TURNING THE CHRISTMAS PARTY INTO A WINTER WONDERLAND. HE THANKED SCENE 75 FOR BEING THE MAIN SPONSOR OF THE EVENT AND DONATING THE PRIZES. THE BRUNSWICK SENIOR EXPO IS SCHEDULED FOR FRIDAY, JANUARY 12, 2018, FROM 9:30 AM TO 12:30 PM AT THE BRUNSWICK RECREATION CENTER. THIS FREE EVENT WILL HAVE VENDORS, FREE COFFEE, AND FREE HEALTH SCREENS.

OPEN FORUM: RICHARD PROSPAL OF 312 NANCY CIRCLE - MR. PROSPAL REMARKED THAT ABOUT A MONTH AGO HE CONGRATULATED THE SERVICE DEPARTMENT ON THE GREAT JOB THEY DID DURING THE STORM IN NOVEMBER. HE WISHED THE COUNCIL, THE MAYOR, THE CITY MANAGER AND THE ADMINISTRATION A MERRY CHRISTMAS AND A HEALTHY AND PROSPERS NEW YEAR. HE EXPRESSED HIS APPRECIATION FOR THE ADMINISTRATION AND EXPLAINED THAT THEY ARE DOING A FANTASTIC JOB EVERY DAY. HE NOTED THAT 2017 WAS A VERY GOOD YEAR AND CHALLENGED EVERYONE TO MAKE 2018 BETTER.

UNFINISHED BUSINESS: THERE WAS NONE.

NEW BUSINESS:

COUNCILMAN JOHNSON RECOGNIZED HIS WIFE AND KIDS.

VICE MAYOR PATRICIA HANEK THANKED MR. JOHNSON FOR HIS YEARS OF SERVICE AND WISHED HIM GOOD LUCK IN HIS FUTURE ENDEAVORS.

COUNCILMAN OUSLEY EXPRESSED HIS APPRECIATION FOR WORKING WITH MR. JOHNSON AND WISHED HIM GOOD LUCK.

COUNCILMAN SALZGEBER EXPRESSED THAT IS WAS A PLEASURE TO SERVE WITH MR. JOHNSON FOR THE LAST TWO YEARS AND WISHED HIM GOOD LUCK.

MAYOR RON FALCONI WISHED EVERYONE A MERRY CHRISTMAS AND A HEALTHY, WEALTHY, AND PROSPERS 2018.

ADJOURNMENT:

PATRICIA HANEK MOVED TO ADJOURN, SECONDED BY ALEX JOHNSON. ROLL CALL - AYES - 6, BRIAN OUSLEY, ALEX JOHNSON, MICHAEL ABELLA JR., PATRICIA HANEK, NICHOLAS HANEK, JOSEPH SALZGEBER. NAYS - 0. MOTION CARRIED.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED AT 8:00 P.M.

Respectfully submitted,

Fijabi Julien-Gallam, CMC

Clerk of Council

Mayor Ron Falconi

Adopted

January 2, 2018

TO: CITY COUNCIL
FROM: CLERK OF COURTS
RE: MONTHLY REPORT TO COUNCIL PER O.R.C.
FOR THE MONTH OF DECEMBER 2017

WAIVERS/COURT/BONDS

DEPOSITS (December) 31,418.11

DEBITS (December) (31,764.26)

Checks to be written in December:

Treasurer State of Ohio	\$ 5,935.00
City of Medina MIATF	\$ 25.00
City of Medina IDATF	\$ 177.00
City of Brunswick Finance Dept/Police Fund *	\$24,389.23
Misc Checks (bond refunds & transfers/restitution)	<u>\$ 1,238.03</u>
TOTAL for the month	\$31,764.26

*Check includes amounts to: Court Computer Fund and Education & Enforcement Fund

Service Charges/Fees for prior month \$540.27

MAYOR RONALD FALCONI



TERESA BENO, CLERK OF COURTS

APPLICATION FOR
BOARDS AND COMMISSIONS

NAME RICHARD J. PROSPAL PHONE 330-225-9184
STREET 312 NANCY CIRCLE CELL 216-470-4653

Years of Residency 42

Registered Brunswick Voter: YES ☒ NO ☐

POSITIONED DESIRED: BUILDING CODE BOARD OF APPEALS EMAIL RICH. PROSPAL@YAHOO.COM

EDUCATION DEGREE YEAR GRADUATED

HIGH SCHOOL BENEDICTINE HIGH SCHOOL DIPLOMA 1959

COLLEGE FENN COLLEGE NONE

SPECIAL TRAINING MEDINA COUNTY VOCATIONAL - POLARIS

CURRENT EMPLOYMENT

RETIRED
Company Address Title Dates

RELEVANT PAST EMPLOYMENT

RELIANCE MECHANICAL CORP. 4975 HAMILTON AVE 44114 VICE PRES 1964-2003
Company Address Title Dates

Company Address Title Dates

RELEVANT PROFESSIONAL ASSOCIATIONS, COMMUNITY SERVICE, OR SOCIAL AFFILIATIONS

AMERICAN SOCIETY OF SANITARY ENGINEERING, WORLD PLUMBING COUNCIL
INTERNATIONAL ASSOCIATION OF PLUMBING & MECHANICAL OFFICIALS
CHURCH OF ST. COLETTE HOLY NAME SOCIETY

REFERENCES (other than relation):

NAME	ADDRESS	PHONE
1. <u>BRIAN OUSLEY</u>		<u>440-666-2938</u>
2. <u>PATRICIA HANEK</u>		<u>330-225-0608</u>
3. <u>FR. WILLIAM KRIZNER</u>	<u>330 WEST 130TH ST 44212</u>	<u>330-273-5500</u>

QUALIFICATIONS AND DESIRE FOR SERVING: (Attach sheet if needed*)

I WOULD LIKE TO BE REAPPOINTED TO THIS COMMITTEE
SEE ATTACHED BIOGRAPH

ATTACH RESUME IF DESIRED.

Signature: [Signature] Date: 10/28/17

*Attaching a cover letter or resume describing particular experience or qualifications bearing on the position sought is recommended, but not required.

Richard J. (Rich) Prospal is International Past President of the American Society of Sanitary Engineering International Chapter of IAPMO and a member since 1981, serving on the Board of Directors for 21 years. He was Chair of the ASSE Products Standards Committee for 15 of those years and is currently the Chair of the ASSE Scald Awareness Task Group and the ASSE International Scholarship Program. He is also currently a member of the IAPMO Standards Council. Rich is a past member of the Executive Board of the World Plumbing Council (2008-2013) and principal author of the "Environmental Aspects of Plumbing." He attended Fenn College School of Engineering, Polaris Vocational School and Medina County Joint Vocational School. He began his apprenticeship in 1964 with Plumbers Local Union #55 in Cleveland, Ohio and retired from Reliance Mechanical Corp. as Vice-President of Plumbing Operations 40 years later. Besides the duties of managing the Plumbing Division, he was the Mechanical Project manager on a number of major projects in the Greater Cleveland area including University Hospitals Lerner Pavilion, Rainbow Babies & Children's Hospital, Jacobs (now Progressive) Field, Cleveland Clinic Lerner Research Center, Cleveland Clinic Center for Genomic Medicine, Cleveland Clinic Heart & Vascular Center and the Glickman Urology Center. Rich is a Licensed Master Plumber and currently operates a Plumbing & Mechanical Project Management Consulting business with over 50 years experience in the plumbing and mechanical fields. He has authored many articles in various trade publications and has presented papers at plumbing conferences throughout the USA and around the world.

**APPLICATION FOR
BOARDS AND COMMISSIONS**

NAME Brent Foreman PHONE 216-978-8703

STREET 4071 Randall Drive CELL 216-978-8703

Years of Residency 3

Registered Brunswick Voter: YES ☒ NO ☐

POSITIONED DESIRED: Juvenile Diversion Board EMAIL brentsandy33@icloud.com

EDUCATION DEGREE YEAR GRADUATED

HIGH SCHOOL Brookside High School 1982

COLLEGE _____

SPECIAL TRAINING Summit County Child Abuse and Awareness Training

CURRENT EMPLOYMENT

Old Castle Company	5190 Oster road Sheffield ohio 44054 Address	Production Supervisor Title	5/15- present Dates
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RELEVANT PAST EMPLOYMENT

Company	Address	Title	Dates
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Company	Address	Title	Dates
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RELEVANT PROFESSIONAL ASSOCIATIONS, COMMUNITY SERVICE, OR SOCIAL AFFILIATIONS

Youth Director Bethel Baptist Church Ravenna Ohio

Junior Church Leader Southwest Baptist Church Brunswick

Teen Pastor Anchor Baptist Church Vermillion

REFERENCES (other than relation):

	NAME	ADDRESS	PHONE
1.			
2.	Dr David Ballert	745 North Freedom st. Ravenna Ohio.	330-221-1688
3.	Chad Timothy	5115 east lake road Sheffield lake ohio	440-387-6330

QUALIFICATIONS AND DESIRE FOR SERVING: (Attach sheet if needed*)

See Attached Sheet

ATTACH RESUME IF DESIRED.

Signature: Brent Foreman Digitally signed by Brent Foreman
Date: 2017.11.03 10:34:46 -04'00' Date: 11-03-2017

*Attaching a cover letter or resume describing particular experience or qualifications bearing on the position sought is recommended, but not required.

Brent Foreman
4071 Randall Dr. Brunswick, Ohio 44212

Cell: 440-371-2265
Personal Cell: 216-978-8703
E-mail: brentsandy33@icloud.com

November 13, 2017

Brunswick City Council
City of Brunswick Municipal Center
4095 Center Road
Brunswick, Ohio 44212

Dear City Council Members:

Recently, I applied for the open position on the Juvenile Diversion Board which was posted on the Brunswick City's website. I am very interested in this position and believe that I have the experience to assist the Brunswick community with redirecting our youth to be productive and successful.

I have spent time leading and volunteering through my church community and have attended seminars over the years while I was working with the youth. I also have completed the Summit County Child Abuse Awareness class. The following is a list of positions I have held:

Junior Church Teacher / Bethel Baptist Church (Ravenna, Ohio)
Present

Junior Church Director / Southwest Baptist Church (Brunswick, Ohio)
January 2014 to May 2017

Teen Pastor / Anchor Baptist Church (Vermillion, Ohio)
2010 to December 2012

Junior Church Director / Bethel Baptist Church (Ravenna, Ohio)
November 2001 to November 2009

I hope you find that my experience is worthy of your considering me for this open position on the Juvenile Diversion Board. I look forward to talking with the members of the Brunswick City Council and Mayor Ron Falconi. If you have any questions related to my résumé or the above information, please feel free to contact me on my cell phone at 440-371-2265.

Sincerely,

-Brent Foreman

Attachment

Brent Foreman

4071 Randall Dr. Brunswick, Ohio 44212

216-978-8703 brentsandy33@icloud.com

PROFESSIONAL OBJECTIVE

A career position with a growing manufacturing company that will use my experience and skills and knowledge for both my and the company's growth.

Key Strengths

- 28 years of production experience
- 23 years of supervision experience
- Excellent communication skills
- Excellent organizational skills
- Excellent problem solving skills
- Self motivator

PROFESSIONAL EXPERIENCE

OldCastle

5/16 to Present

Production Manager

- Manage day to day operations including maintenance and production
- Order and schedule Raw material shipping and receiving
- Set department processing schedule
- Input production and raw material consumption
- Set department man power schedule
- Prioritize and schedule Maintenance
- Interact with Sales to meet customers needs.

Novex

8/15 to 5/16

Production Manager

- Manage day to day operations including maintenance and production
- Order and schedule Raw material shipping and receiving
- Set department processing schedule
- Input production and raw material consumption

TIER/Hukill Environmental Services

12/06 to 04/15

Plant Manager

- Long term resource planning and forecasting - Provides and maintains a six month schedule of integrated process activities including container filling, blending, formulating, warehouse receipts and shipments, personnel and support systems (including tank requirements, load and unload activities, etc.)
- Integrates maintenance and authorized capital improvements into plan.
- Reviews schedule with plant staff at weekly production meetings and strategy meetings.
- Develops departmental budgets and manning requirements annually.
- Plans, develops and implements organization policies and goals.
- Coordinates activities of divisions or departments such as operating, manufacturing, engineering, planning, and sales, maintenance, or research and development, to effect operational efficiency and economy.

- Directs and coordinates promotion of products manufactured or services performed to develop new markets, increase share of market, and obtain competitive position in industry.
- Analyzes division or department budget requests to identify areas in which reductions can be made, and allocates operating budget.
- Confers with administrative personnel and reviews activity, operating, and sales reports to determine changes in programs or operations required.
- Directs preparation of directives to division or department administrator outlining policy, program, or operations changes to be implemented.
- Participates in emergency preparedness activities and actions.

PERSONNEL RESPONSIBILITIES:

- Reviews and approve department time records for weekly payrolls.
- Conducts regular performance evaluations with each direct report.
- Participates in the labor contract committee meeting.
- Participates in labor dispute resolutions.
- Recommends and implements disciplinary measures consistent with TIER's current policies.
- Participates in and recommends employee development and incentive program(s).

LAB MANAGEMENT RESPONSIBILITIES:

- Directs and advises personnel in test procedures to analyze components and physical properties of materials.
- Provides research and development on proposed reclaim and fractionation streams.
- Compiles and analyzes test information to determine operating efficiency of process or equipment and to diagnose malfunctions.
- Plans, executes and coordinates activities concerned with development, application, and implementation and maintenance of quality standards.
- Responsible for maintaining the laboratory's professional image.
- Establishes or adjusts work procedures to meet testing schedules.
- Recommends measures to improve testing procedures and use of equipment.
- Analyzes and resolves, or assists workers in solving work problems.
- Oversees proper operation of fractionation tower and solvent dryer.
- Provides reports associated with laboratory functions and fractionation efficiency.
- Develops and implements standard operating procedures (SOPs).
- Works with production, sales and plant personnel to solve problems associated with processing and product output relating to fractionation column.
- Devises new equipment, and develops formulas, processes, and methods for solution of technical problems.
- Conducts research on products to develop and improve them.
- Assists the Company in overall compliance with federal, state, and local regulations; and assures laboratory compliance with hazardous waste regulations, as well as other applicable federal, state and local regulations.

Operations/Lab Supervisor

- Schedule and operate Fractionation Tower
- Enforce safety rules and regulations
- Schedule and assign maintenance personnel
- Schedule thin film evaporators
- Manage salary and union employees
- HAZWOPPER certified
- Manage laboratory day to day operations
- Manage processing day to day operations

Wilson Building Company

2/04 to 12/06

Site Supervisor

- Completed projects in a timely manner
- Operated heavy equipment
- Scheduled delivery of building materials

Noveon Akron Ohio

6/94 to 2/04

Operations Supervisor/Planner/Scheduler

- Managed day to day operations including maintenance and production
- Ordered and scheduled Raw material shipping and receiving
- Set department processing schedule
- Input production and raw material consumption
- Operated within budget requirements

B.F.Goodrich/Geon Company

7/90 to 6/94

Chemical Operator

- Operated 3300 gallon reactors
- Operated various computer systems and software
- Operated locomotive for interplant rail movements
- Handled hazardous material in a safe manner
- Followed EPA and OSHA standards

EDUCATION AND PROFESSIONAL DEVELOPMENT

Diploma Brookside High School Sheffield Lake Ohio 1982

Certificate Bowling Green State University-Firelands Campus Huron Ohio 1988

Science major ♦ Math major ♦ Business Management Course

HONORS AND AWARDS

Perfect Attendance Safety Awards

SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

December 18, 2017

IN ATTENDANCE: Chairman Joseph Salzgeber, Committee Member Nicholas Hanek, Committee Member Brian Ousley, Patricia Hanek, Alex Johnson, Michael Abella Jr., City Manager/Safety Director Carl DeForest, Street Superintendent Ryan Lutz, Community & Economic Development Director Grant Aungst, Assistant Finance Director Lynnette Ozanich, Engineer Matt Jones, Assistant Law Director Dennis Nevar, Parks & Recreation Director John Piepsny, Council Elect Joseph Delsanter, Council Clerk Fijabi Julien-Gallam, News Media.

The meeting convened at 6:20 p.m.

UPDATE ON ROAD PROJECTS, LEAF PICK-UP AND SNOW PLOWING:

Mr. Lutz distributed copies of the snow plow routes to the committee. He noted there are five snow plow routes; day shift has five guys for five routes, as does the night shift. He indicated there are also two mechanics and a floater which started a month ago.

Mr. Lutz clarified there is one person for each route plowing up to ten to twelve hours a day. Each driver does approximately 88 streets in a shift, 70 lane miles, and 116 intersections each.

Mr. Abella asked about a reasonable amount of drivers for a City of this size, and it was the opinion of Mr. Lutz that it would be double the amount of what the department has.

Mr. Lutz noted the surrounding communities may be able to get through their areas within three to four hours per driver; however it takes a minimum of eight hours for our drivers to get through their whole area. He mentioned the last storm when it stopped snowing around 4:00 am, and a single pass was made on every street by 4:00 pm.

Mr. Abella noted the biggest complaint he has gotten since he has been on Council is about snow removal.

Mr. Lutz pointed out the mains and secondary routes; SR 303 and Route 42 are main routes, Grafton, Boston, South and North Carpenter, are secondary routes, as is Miner and Keller Hanna, the areas around the schools are also done if it's a school day. Mr. Lutz noted the back streets are considered the residential routes. He also pointed out there is a first and a last route however there is not an intentional last route.

Mr. Salzgeber asked about leaf pickup, he noticed ward 1 was not done.

To that, Mr. Lutz advised leaf pickup has resumed in ward 2, and will continue through ward 1 and hopefully all leaf pickup will be completed by the end of the week. Mr. Lutz mentioned

branch chipping from the November storm interrupted leaf pickup; and noted there were 15 truckloads of debris chipped from that storm.

As far as the road projects, Mr. Lutz informed road construction for this year is done, Grafton Road opened December 8. Both Skyview and Grafton Road punch list items will be continued into next spring. Next year OPWC money will go towards Magnolia Drive and Beverly Hills, from Pearl Road to Judita. Also, a stretch of Junior Parkway from Briarleigh to Bettie Lane will be done.

Additionally, Laurel Road Phase I will take place next year, which is part of the overall City plan identified by Administration and Council for capital repairs. The project will take place from Pearl Road to Brintnall; all intersections will be reconstructed, similar to how Grafton and Hadcock Roads were reconstructed.

Mr. Salzgeber asked about the road salt supply, and Mr. Lutz indicated there was a supply of about 5,500 tons, and by contract the City has to purchase 3,000 tons in May 2018.

GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

Being no further business, Mr. Hanek moved to adjourn at 6:31 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. Salzgeber", with a large, stylized initial "J" and a checkmark-like flourish at the end.

Joseph Salzgeber
Chairman

PLANNING AND ZONING COMMITTEE

December 18, 2017

IN ATTENDANCE: Chairman Brian Ousley, Committee Member Patricia Hanek, Committee Member Nicholas Hanek, Alex Johnson, Michael Abella Jr., Joseph Salzgeber, City Manager/Safety Director Carl DeForest, Community & Economic Development Director Grant Aungst, Street Superintendent Ryan Lutz, Assistant Finance Director Lynnette Ozanich, Engineer Matt Jones, Assistant Law Director Dennis Nevar, Parks & Recreation Director John Piepsny, Council Elect Joseph Delsanter, Council Clerk Fijabi Julien-Gallam, News Media.

The meeting convened at 6:31 p.m.

REVIEW LEGISLATION:

ORD. NO. 130-17 - An ordinance approving the Phase 6 detailed site plan for The Reserve at Autumn Creek Subdivision Special Planning District No. 3

Mr. Jones noted this ordinance approves Phase 6 detailed site plan for the Reserve at Autumn Creek. This plan was approved by Planning Commission subject to engineering approval back in July, and that plan review process recently concluded, and received approval from Medina County Sanitary, and Cleveland Water.

Mr. Jones advised this phase consists of 45 attached units, in groups of two and three on a single public street that will come off of Grafton, and will be a cul de sac street.

Mr. Ousley asked if this was the area that wanted private streets.

Mr. Jones noted the first preliminary site plan that was brought in to Planning Commission did show it as a private street. The housing was similar to what was approved. He noted it is a public street at the City's regular standards.

Mrs. Hanek moved this ordinance to tonight's Council Agenda of December 18, 2017 for three readings. Vote – 3 Ayes, 0 Nays.

ORD. NO. 131-17 - An ordinance establishing Section 1242.02(94) of the Codified Ordinances of the City of Brunswick by defining Vape and Smoke Shops

Mr. Aungst clarified this ordinance establishes by defining vape and smoke shops. He mentioned the importance of defining vape and smoke shops.

ORD. NO. 132-17 - An ordinance amending Section 1260.04 of the Codified Ordinances of the City of Brunswick by including vape and smoke shops and tattoo and body piercing parlors as conditionally permitted uses in the C-G General Commercial zoning district

Mr. Aungst noted these ordinances are to make sure that all codes and regulations are met and making sure things are being dealt with on a consistent basis.

ORD. NO. 133-17 - An ordinance amending Section 1262.04 of the Codified Ordinances of the City of Brunswick by including tattoo and body piercing parlors as conditionally permitted uses in the C-O Commercial Office zoning district

ORD. NO. 134-17 - An ordinance amending Section 1270.10 of the City of Brunswick Codified Ordinances by removing streamers as a permitted temporary sign

Mr. Aungst noted currently streamers are permitted as a temporary sign; streamers become distracting if left unattended, after discussions the committee and Administration thought there are other temporary signs that are more affective.

ORD. NO. 135-17 - An ordinance amending Section 1270.11 of the City of Brunswick Codified Ordinances by prohibiting streamers

ORD. NO. 136-17 - An ordinance amending Section 1261.04 of the Codified Ordinances of the City of Brunswick by including vape and smoke shops and tattoo and body piercing parlors as conditionally permitted uses in the GW-C Gateway zoning district

ORD. NO. 137-17 - An ordinance amending Section 1256.04 of the Codified Ordinances of the City of Brunswick by including vape and smoke shops and tattoo and body piercing parlors as conditionally permitted uses in the C-N Neighborhood Commercial zoning district

ORD. NO. 138-17 - An ordinance amending the Design Guidelines for the Main Street District of the Brunswick Town Center Special Planning District No. 2 by including vape and smoke shops and tattoo and body piercing parlors as conditionally permitted uses

ORD. NO. 139-17 - An ordinance amending the Design Guidelines for the Northwest Neighborhood of the Brunswick Town Center Special Planning District No. 2 by including vape and smoke shops as conditionally permitted uses

ORD. NO. 140-17 - An ordinance amending the Design Guidelines for the Southeast Neighborhood of the Brunswick Town Center Special Planning District No. 2 by including vape and smoke shops and tattoo and body piercing parlors as conditionally permitted uses

Mr. Aungst noted there are a number of districts in the City, and these pieces of legislation define those districts.

Mr. Hanek moved ordinance numbers 131-17 through 140-17 to tonight's Council Agenda of December 18, 2017 for three readings. Vote – 3 Ayes, 0 Nays.

Mr. Aungst mentioned after Council's first reading to refer the legislation to Planning Commission for a public deliberation, after approved by Planning Commission the legislation will be referred back to Council.

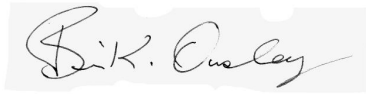
GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

Being no further business, Mr. Hanek moved to adjourn at 6:41 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "B. Ousley", is placed on a light gray rectangular background.

Brian Ousley
Chairman

PARKS, RECREATION & COMMUNITY COMMITTEE

December 18, 2017

IN ATTENDANCE: Chairman Michael Abella Jr., Committee Member Joseph Salzgeber, Nicholas Hanek, Alex Johnson, Brian Ousley, Patricia Hanek, City Manager/Safety Director Carl DeForest, Parks & Recreation Director John Piepsny, Street Superintendent Ryan Lutz, Community & Economic Development Director Grant Aungst, Assistant Finance Director Lynnette Ozanich, Engineer Matt Jones, Assistant Law Director Dennis Nevar, Council Elect Joseph Delsanter, Council Clerk Fijabi Julien-Gallam, News Media.

The meeting convened at 6:41 p.m.

Mr. Salzgeber moved to excuse Mr. Capretta for just cause. Vote – 2 Ayes, 0 Nays.

REVIEW LEGISLATION:

RES. NO. 129-17 – An emergency resolution authorizing the City Manager to enter into a lease agreement with the Medina County Park District and declaring an emergency

Mr. Piepsny noted during previous discussion Council wanted some items addressed, one of which was to have an Ad Hoc committee of residents and possibly members of Council to give their ideas and advice as to what they would like to see at Brunswick Lake with Medina County Park District, and that was addressed in the lease agreement. The master plan was also addressed in the agreement.

The request for emergency legislation is due to the fact the Administration would like to have the agreement entered into and signed between the City and the park district so it is executed by February 1, 2018.

Mr. Abella referred to section 5 of the agreement, *Lessee's Covenant to Use as Public Park; lessee agrees and covenants that if it and its successors and assigns fail to operate the premises as a public park.* Mr. Abella wanted examples of what would be considered a failure of operating as a public park.

Mr. Piepsny advised the intent is for a public park, if a business operated out of the park something that was not agreed upon prior would probably default the agreement. Gatherings, programming and special events are things that you would want to see happening there.

Mr. Abella also asked about boating on the lake, and clarification of a trolling motor, and Mr. Piepsny noted a trolling motor is electric, it's very quiet, it is not gas powered and does not have any pollutants.

Mr. Salzgeber moved this resolution to tonight's Council Agenda of December 18, 2017 as an emergency for three readings. Vote – 2 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Piepsny announced the 50% off membership goes through December 31. Also the holiday hours for both Christmas Eve and New Year's Eve are 8:00 am until noon.

ADJOURNMENT:

Being no further business, Mr. Salzgeber moved to adjourn at 6:47 p.m. Vote – 2 Ayes, 0 Nays.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael Abella Jr.", is centered on a light gray rectangular background.

Michael Abella Jr.
Chairman

COMMITTEE OF THE WHOLE MEETING

December 11, 2017

IN ATTENDANCE: Vice Mayor Patricia Hanek, Anthony Capretta, Michael Abella Jr., Brian Ousley, Joseph Salzgeber, Nicholas Hanek, Alex Johnson, City Manager/Safety Director Carl DeForest, Finance Director Todd Fischer, Assistant Chief Rick Barber, Chief Brian Ohlin, Law Director Kenneth Fisher, Administrative Services Julie Murawski, Chief Building Official Cliff Callaway, Engineer Matt Jones, Council Elect Joseph Delsanter, Council Clerk Fijabi Julien-Gallam, News Media.

The meeting convened at 6:30 p.m.

MOTION TO CONVERT PROPERTY LOCATED AT 4046 CENTER ROAD IN THE C-O OFFICE COMMERCIAL DISTRICT FROM A RESIDENTIAL USE TO A COMMERCIAL USE, PURSUANT TO SECTION 1262.06(a) OF THE CODIFIED ORDINANCES OF THE CITY OF BRUNSWICK FOR THE LAW OFFICES OF BROWN, AMODIO AND CHANDLER:

Mr. Callaway advised the property is located at 4046 Center Road and being proposed for the law offices of Brown, Amodio and Chandler. The property is located in an office commercial district and the proposed law office would like to convert the property from a residential type use to a commercial use. Planning Commission approved the site plan at their meeting of December 7, 2017.

Mr. Fisher noted the property is located in the C-O office commercial district, the site plan was approved by Planning Commission per Chapter 1278; however pursuant to Section 1262.06(a) in order to convert a residential use to a commercial use in the C-O Office Commercial District, City Council approval is required.

Mr. Hanek moved to convert property located at 4046 Center Road in the C-O Office Commercial District from a residential use to a commercial use, pursuant to Section 1262.06 (a) of the Codified Ordinances of the City of Brunswick for the law offices of Brown, Amodio, and Chandler. Vote – 7 Ayes, 0 Nays.

GENERAL DISCUSSION:

There was none.

EXECUTIVE SESSION:

Mr. Salzgeber moved to go into Executive Session with the presence of the Law Director Kenneth Fisher to discuss imminent litigation, seconded by Mr. Hanek. Roll Call – Ayes – 7, Mr. Hanek, Mr. Salzgeber, Mr. Abella, Mr. Capretta, Mr. Johnson, Mrs. Hanek, Mr. Ousley. Nays – 0. Motion Carried.

Mr. Hanek moved to adjourn out of Executive Session, seconded by Mr. Ousley. Roll Call – Ayes – 7, Mrs. Hanek, Mr. Hanek, Mr. Ousley, Mr. Johnson, Mr. Abella, Mr. Capretta, Mr. Salzgeber. Nays – 0. Motion Carried.

ADJOURNMENT:

Being no further business, Mr. Hanek moved to adjourn the Committee of the Whole meeting at 6:51 p.m.
Vote – 7 Ayes, 0 Nays.

Respectfully submitted,

Valerie Zak

Valerie Zak
Assistant Clerk of Council

COMMITTEE OF THE WHOLE MEETING

December 18, 2017

IN ATTENDANCE: Vice Mayor Patricia Hanek, Joseph Salzgeber, Nicholas Hanek, Brian Ousley, Michael Abella Jr., City Manager/Safety Director Carl DeForest, Street Superintendent Ryan Lutz, Community & Economic Development Director Grant Aungst, Parks, & Recreation Director John Piepsny, Assistant Finance Director Lynnette Ozanich, Engineer Matt Jones, Assistant Law Director Dennis Nevar, Council Elect Joseph Delsanter, Council Clerk Fijabi Julien-Gallam, News Media.

The meeting convened at 6:47 p.m.

Mr. Salzgeber moved to excuse Mr. Johnson and Mr. Capretta for just cause. Vote – 5 Ayes, 0 Nays.

EXECUTIVE SESSION:

Mr. Hanek moved to go into Executive Session for the purpose to discuss the employment or compensation of a public employee, seconded by Mr. Ousley. Roll Call – Ayes – 5, Mr. Hanek, Mr. Salzgeber, Mr. Abella, Mrs. Hanek, Mr. Ousley. Nays – 0. Motion Carried.

Mr. Johnson was seated into Executive Session at 6:53 p.m.

Mr. Hanek moved to adjourn out of Executive Session at 6:57 p.m., seconded by Mr. Salzgeber. Roll Call – Ayes, - 6, Mrs. Hanek, Mr. Hanek, Mr. Ousley, Mr. Johnson, Mr. Abella, Mr. Salzgeber. Nays – 0. Motion Carried.

The Committee of the Whole reconvened at 6:58 p.m.

Mr. Hanek moved for the Law Department to draft legislation to amend Section 3.08 of the Brunswick City Charter for the next Council Agenda as an emergency for two readings. Vote – 6 Ayes, 0 Nays.

GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

Being no further business, Mr. Hanek moved to adjourn the Committee of the Whole Meeting at 7:05 p.m. Vote - 6 Ayes, 0 Nays.

Respectfully submitted,



Valerie Zak
Assistant Clerk of Council

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 01/08/2018

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 128-17** - An emergency resolution authorizing the City Manager to purchase a new ambulance for the Division of Fire and Rescue from Horton Emergency Vehicles, Inc. in an amount to not exceed \$303,890.00 - **3rd Reading** (Safety & Environment Committee, *Administration/Jim Baird*)

BACKGROUND: The fire department needs to purchase a new squad to replace a current aging squad. The new squad will be a 2018 Horton heavy duty ambulance and will replace our current aging 2006 Horton heavy duty ambulance. This purchase will keep our fleet of ambulances in the necessary condition to continue to provide effective and efficient EMS to the citizens of Brunswick.

The purchase will be dependent upon the adoption of the squad legislation and the adoption of the 2018 budget.

PURPOSE AND EXPLANATION: Emergency legislation will allow us to purchase in early January and take advantage of the current lower price structure.

IMPLEMENTATION SCHEDULE: We are requesting the legislation be adopted at the first council meeting in January of 2018. We want to place the order immediately thereafter.

FINANCIAL INFORMATION: Horton 623 Type Emergency Vehicle & 2019 International 4300 chassis - - Fire Fund #115 (Capital SubFund #952) - 952-0510-56252 - - 303890

FINANCIAL SUMMARY: The funding for this purchase is contained in the 2018 capital budget. The legislation will contain language which states the implementation of the resolution will be dependent upon council approval of the 2018 budget including the capital expenditure for the squad.

Purchase price of a 2018 Horton heavy duty ambulance = \$303,890. Option to sell or trade in old vehicle for no less than \$5,000.

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	Yes
Suspension of Rules	No

If emergency or suspension of the rules, why the request?

We are requesting emergency legislation (three readings without the 30 day waiting period). This will allow us to purchase the squad after the first council meeting in January. Doing this will allow us to take advantage of the current lower price structure.

**ADDITIONAL
INFORMATION:**

NA

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER
TO PURCHASE A NEW AMBULANCE FOR THE DIVISION OF FIRE AND
RESCUE FROM HORTON EMERGENCY VEHICLES, INC. IN AN
AMOUNT NOT TO EXCEED \$303,890.00.

WHEREAS: The City belongs to the State Procurement Program under the direction of the
Department of Administrative Services;

WHEREAS: The contract under the State Procurement Program for provision of ambulances
has been awarded to Horton Emergency Vehicles, Inc.; and

WHEREAS: Pursuant to Ohio Revised Code Section 721.15(B), it is hereby determined that the
Division of Fire and Rescue has a 2006 ambulance that is obsolete, no longer
needed and/or unfit for public purposes.

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

SECTION 1: That the City Manager is hereby authorized to purchase a new ambulance for the
Division of Fire and Rescue from Horton Emergency Vehicles, Inc. in an amount
not to exceed \$303,890.00.

SECTION 2: That the City Manager is hereby authorized to sell the 2006 ambulance
simultaneously with the purchase of the new Ambulance, in an amount not less
than \$5,000.00, to be credited against the purchase price of the new ambulance.

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 secure pricing.
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 _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam



November 30, 2017

City of Brunswick Fire Department
4383 Center Rd.
Brunswick, Ohio 44212

To the City of Brunswick Fire Department

Horton Emergency Vehicles Company, a company based in Grove City, Ohio, hereby proposes and agrees to furnish to you the following Emergency Medical Vehicle upon your acceptance of this proposal:

One (1) Horton 623 Type 1 aluminum Extended Body conversion, with 'Walk Through modification', mounted on a 2019 International 4300 chassis, delivered in accordance with the Ohio STS Pricing Schedule, which we hereby make part of our proposal, complete and delivered for the sum of **\$303,890.00**** due on completion and delivery of unit.

Note: A \$5,000.00 Trade Allowance will be deducted from the above proposal price should the department opt. to trade in the 2006 International 623 vehicle.

Due to the scarce availability of component parts, and in spite of spiraling costs, we will stand behind our contract price. Therefore, we do require full payment, at the time of delivery.

The new Emergency Medical Vehicle conversion shall be delivered F.O.B. Brunswick, Ohio and shall be completed within approximately 150-175 days after receipt of contract and chassis at Horton Emergency Vehicles Company, barring any delays due to strikes, chassis availability or availability of component parts or Acts of God. Unless accepted within (45) days from date, the right to withdraw this proposal is reserved.

Respectfully submitted,

Horton Emergency Vehicles Company
3800 McDowell Road
Grove City, Ohio 43123

By: *Michael P. Olney*
Michael P. Olney
Factory Sales Representative

Proposal Accepted By:

Title: _____

Date: _____

State of Ohio Registration Number: _____
Customer Purchase Order Number #1: _____
Customer Purchase Order Number #2: _____

CONTRACT EXPLANATION

The State of Ohio Term Schedule requires Horton to breakout the base pricing and option pricing as submitted to the State of Ohio. Any required features that were not quoted to the State need to be separated out of the proposal and itemized. The result of this is that two separate purchase orders need to be issued for the purchase of the vehicle. They are as follows:

Purchase Order #1: Overall price total as quoted to the State of Ohio under the STS program

Purchase Order #2: Itemized price total for options and features not quoted to the State of Ohio under the STS program

As noted in the STS order form the purchase orders that need to be issued per the price breakdown are as follows:

Purchase Order #1 (with STS Pricing):	\$ 303,890.00
Purchase Order #2 (without STS Pricing):	\$00.00

Overall Total: **\$303,890.00**

Purchase Order #1 needs to include the **6 digit State of Ohio ID number** that has been issued to this purchaser showing that they are a member of this purchase plan.

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 128-17

BY: Mr. Hanek, Mr. Capretta and Mr. Johnson

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A NEW AMBULANCE FOR THE DIVISION OF FIRE AND RESCUE FROM HORTON EMERGENCY VEHICLES, INC. IN AN AMOUNT NOT TO EXCEED \$303,890.00.

WHEREAS: The City belongs to the State Procurement Program under the direction of the Department of Administrative Services;

WHEREAS: The contract under the State Procurement Program for provision of ambulances has been awarded to Horton Emergency Vehicles, Inc.; and

WHEREAS: Pursuant to Ohio Revised Code Section 721.15(B), it is hereby determined that the Division of Fire and Rescue has a 2006 ambulance that is obsolete, no longer needed and/or unfit for public purposes.

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

SECTION 1: That the City Manager is hereby authorized to purchase a new ambulance for the Division of Fire and Rescue from Horton Emergency Vehicles, Inc. in an amount not to exceed \$303,890.00.

SECTION 2: That the City Manager is hereby authorized to sell the 2006 ambulance simultaneously with the purchase of the new Ambulance, in an amount not less than \$5,000.00, to be credited against the purchase price of the new ambulance.

SECTION 3: 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 secure pricing. 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 _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 01/08/2018

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
John Piepsny

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 129-17** - An emergency resolution authorizing the City Manager to enter into a lease agreement with the Medina County Park District and declaring an emergency - **2nd Reading** (Parks, Recreation & Community Committee, *Administration/John Piepsny*)

BACKGROUND: For the last seven years, the Medina County Park District has had a lease for the operations and management of the Susan Hambley Nature Center with the City of Brunswick. The Medina County Park District is now interested in obtaining a lease of the entire Brunswick Lake Park including the Susan Hambley Nature Center.

PURPOSE AND EXPLANATION: The purpose of the suspension of the rules would allow us to enter into the desired Contract start date of February 1, 2018.

IMPLEMENTATION SCHEDULE: Contract would start once fully executed for an initial term of 25 years and shall automatically renewal for another successive 25 year terms.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: There is no fiscal responsibility to the City Council approved budget.

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	Yes
Suspension of Rules	Yes

If emergency or suspension of the rules, why the request?
It is the desire of the administration to have City Council adopt and approve this piece of legislation after 3 readings with suspension of the rules.

**ADDITIONAL
INFORMATION:**

LEASE AGREEMENT

This Lease Agreement (the “Lease”) is made and entered into at the City of Brunswick, Ohio this ____ day of _____ 2018, by and between the City of Brunswick, an Ohio municipal corporation, 4095 Center Road, Brunswick, Ohio 44212, (the “Lessor”), and the Medina County Park District, a political subdivision of the State of Ohio, 6364 Deerview Lane, Medina, Ohio 44256, (the “Lessee”).

WITNESSETH:

1. Subject Premises

Lessor, for consideration of the covenants hereinafter contained on the part of Lessee does hereby let and lease unto the Lessee and its permitted successors and assigns, Brunswick Lake Park in the City of Brunswick, County of Medina, and State of Ohio, known and particularly described in attached Exhibit A which is made apart hereof by reference (the “Premises”, which Premises shall include the existing Susan Hambley Nature Center.)

2. Term and Additional Terms

To have and to hold the Premises for the initial term of TWENTY-FIVE (25) years commencing on the Effective Date of this Lease (the “Initial Term”), upon the terms and conditions herein set forth. The term of this Lease shall automatically renew for successive TWENTY-FIVE (25) year terms (each a “Renewal Term”), on the same terms and conditions as provided herein, upon the expiration of the Initial Term or Renewal Term(s), unless otherwise terminated as provided herein, and provided Lessee is not in default hereunder.

3. Commencement of Term

The commencement of the Initial Term and the effective date of this Lease shall be midnight of January 1, 2018 (the “Effective Date”). UPON THE EFFECTIVE DATE, LESSEE SHALL

ASSUME ALL DUTIES AND RESPONSIBILITIES FOR THE MAINTENANCE AND UPKEEP OF THE PREMISES, EXCEPT AS PROVIDED BELOW.

4. Lessor's Covenant as to the Dam

Lessor covenants and agrees that during the Initial Term and any Renewal Terms of this Lease, Lessor shall maintain, repair, replace and inspect the existing Brunswick Lake Dam on the Premises and shall save Lessee harmless from any COST OR liability arising therefrom. Lessor shall provide documentation to Lessee that the Premises is continuously and primarily insured by a public liability policy in a minimum amount in keeping with the general liability limits of the Lessor, with the Lessee as a named insured on such policy.

5. Lessee's Covenant to Use as a Public Park

Lessee covenants and agrees that it will use and maintain the Premises as a public park facility of Medina County Park District during the Initial Term and any Renewal Terms of this Lease. The use of the Premises as a public park facility shall include the right to construct, maintain, repair, remove and replace public park improvements of all kinds and the authority to issue and/or license park concessions. Lessee further agrees and covenants that if it and its successors and assigns fail to operate the Premises as a public park facility for a continuous period of more than one (1) year, this Lease, MAY BE TERMINATED AT THE OPTION OF LESSOR WITH NO LESS THAN THIRTY DAYS' NOTICE TO LESSEE. All use of the Premises by Lessee shall cease, Lessee shall immediately vacate the Premises and all improvements to the Premises shall become the sole property of the Lessor.

6. Lessee's Covenant to Limit Future Public Boating on Brunswick Lake

Lessee covenants and agrees that it will not permit any motorized boat or other vehicle use on Brunswick Lake, except with electric trolling motors or other devices approved by both parties hereto. This prohibition as to motorized boats applies to general public use but shall not apply to the Lessee in its administration and maintenance of the lake.

7. Covenants Regarding Susan Hambley Nature Center

Lessor shall continue to insure itself against all risks of loss associated with the Susan Hambley Nature Center (the "Center"). During the term(s) of the Lease, Lessor shall provide electric, phone, and internet access at no cost to Lessee. Lessee covenants and agrees to operate the Center in a cost-effective manner to the extent possible. Any abnormal fluctuation of the utilities consumed at the Center shall be promptly investigated by both parties. The Lessee agrees to keep the Center open on a regularly scheduled basis. Lessee further agrees to effectuate, at Lessee's sole cost and expense, all necessary maintenance, repairs and replacements for the normal operation of the Center during the Initial Term and Renewal Term(s) of this Lease as reasonably determined by the parties hereto, which shall include, without limitation, all necessary maintenance, repairs and replacements relative to the structural integrity of the Center, the roof, the parking lot, and systems servicing the Center up to \$25,000 for any single occurrence. Responsibility for repairs exceeding that amount will be negotiated in good-faith by the parties to this Lease and, if necessary, submission to mediation.

8. CAPITAL IMPROVEMENTS

THE DEVELOPMENT OF A MASTER PLAN FOR THE PREMISES SHALL COMMENCE WITH THE FORMATION OF AN AD HOC COMMITTEE BY THE LESSOR. THIS COMMITTEE SHALL BEGIN ITS WORK WITHIN SIXTY (60) DAYS OF THE EFFECTIVE DATE OF THIS LEASE AND SHALL CONCLUDE ITS WORK WITHIN ONE HUNDRED TWENTY (120) DAYS OF THE EFFECTIVE DATE OF THIS LEASE. THE COMMITTEE WILL PRESENT A LIST OF RECOMMENDATIONS TO THE LESSEE REGARDING POTENTIAL IMPROVEMENTS TO THE PREMISES. THE WORK OF THE COMMITTEE WILL NOT BE BINDING UPON THE LESSEE. LESSEE SHALL CONSIDER THE RECOMMENDATIONS OF THE AD HOC COMMITTEE IN THE PREPARATION OF ITS MASTER PLAN FOR THE PREMISES. THE LESSEE SHALL PROCEED WITH THE DEVELOPMENT OF A MASTER PLAN ONCE IT HAS RECEIVED THE REPORT FROM THE AD HOC COMMITTEE. BOTH PARTIES ACKNOWLEDGE THAT THE DEVELOPMENT OF A MASTER PLAN REQUIRES OBSERVATIONS OF THE PREMISES THROUGH THE DIFFERENT SEASONS AND WILL TAKE

TIME TO COMPLETE.

NOTHING IN THIS SECTION OBLIGATES THE LESSEE TO INSTALL ANY SPECIFIC CAPITAL IMPROVEMENT. ANY BUILDING PERMITS OR INSPECTIONS REQUIRED BY LESSOR FOR CAPITAL IMPROVEMENTS WILL BE PROVIDED TO LESSEE AT NO COST. ANY CAPITAL IMPROVEMENT SHALL COMPLY WITH ALL APPLICABLE CODES AND REGULATIONS AND SHALL REQUIRE COMPLIANCE WITH ALL ESTABLISHED APPROVAL PROCEDURES OF LESSOR.

9. Mutual Covenant as to Lessee's Right to Terminate Lease

The parties hereto covenant and agree that upon one (1) year or more written notice from Lessee to Lessor, the Lessee may unilaterally terminate this Lease for the reason that then existing circumstances and conditions make it financially impractical for Lessee to meet its obligations under this Lease, except that any negligence or intentional acts of Lessee which lead to such financial impracticality shall not be grounds for the unilateral termination of this Lease by Lessee. After such Lease termination, neither party shall have further rights or obligations under this Lease, except for Lessee's financial responsibility under this Lease for claims, demands, causes of action or judgments which arose prior to the effective date of the Lease termination, all of which shall remain the financial responsibility of the Lessee. Upon receipt of such Lease termination notice, Lessor shall have full right and access to inspect the Premises to ascertain Lessee has complied with the Lease terms and conditions by all means within its reasonable control. Upon Lessee's termination of the Lease as provided herein, all improvements to the Premises shall become the sole property of Lessor.

10. Mutual Covenant as to Lessor's Right to Terminate Lease

The parties covenant and agree that upon one (1) year or more written notice from Lessor to Lessee, Lessor may unilaterally terminate this Lease for the purpose of selling the Premises in order to satisfy in whole or in part a fiscal emergency of the Lessor. It shall not be deemed a fiscal emergency that requires the sale of the Premises and authorizes the termination of this Lease if there is some other feasible means by which the fiscal emergency of Lessor can be

resolved. In the event Lessor exercises its right to terminate this Lease due to a fiscal emergency, the Lessee shall have the right of first refusal to purchase the Premises at the same price as the price offered by Lessor for sale to a third party. Lessor shall submit its offering price in writing to Lessee, and Lessee shall have sixty (60) days to accept or reject the proposed sale price. Failure of Lessee to act on the sale offer within the sixty (60) day period shall be deemed a rejection by the Lessee. If the Lessor wishes to offer the Premises for sale at a lower price than was offered to and rejected by Lessee, then Lessor shall first extend to Lessee in writing the offer of sale at the reduced sale price, and Lessee shall, again, have sixty (60) days to accept the new offer. In ALL cases, the increase in value of the Premises due to capital improvements made by Lessee shall be credited toward the purchase price OR REIMBURSED TO LESSEE FROM PROCEEDS OF THE SALE. In the event of failure to agree upon said increase in value, the matter shall be determined by binding arbitration. Such binding arbitration shall be accomplished by each party appointing one disinterested arbitrator, and the two appointed arbitrators selecting a third arbitrator. The decision of a majority of the three arbitrators shall be binding upon the parties hereto. Each party shall pay the cost of the arbitrator each selects, and the parties shall share equally the cost of the third arbitrator selected.

The parties further covenant and agree that this Lease may be terminated by Lessor in the event of Lessee's uncured default hereunder, in which event Lessee shall immediately vacate the Premises and all improvement thereto shall become the sole property of the Lessor.

11. Approval by Probate Court

This Lease Agreement, to the extent that any part of it may be deemed a gift to the Lessee from the Lessor, shall be subject to the approval of the Medina County Probate Court.

12. Real Estate Taxes and Assessments

Lessee shall pay all real estate taxes and assessments upon the Premises, but both parties hereby covenant to jointly use their best efforts to continue the Premises as a tax- exempt parcel.

13. Utilities

To the extent practical to do so, each party shall pay for, by means of separate meters for each party, the utilities that each party utilizes upon the Premises to fulfill the covenants and obligations of each party under this Lease except as otherwise provided in Section 7. In case it is not practical to provide separate utility meters, the parties shall share such utility costs in an equitable manner.

14. Risk of Loss

Except as provided in Section 7, each party hereby fully assumes all risk of damage, loss, theft or vandalism to the personal property or fixtures owned or operated by the respective parties hereto and for the real property of the Premises under the control of or for which the respective parties have liability, and each party shall save harmless the other party therefrom except in any cases of intentional acts of the other party.

15. Liens

Lessee shall not cause any lien of any kind or description whatsoever to be filed against the Premises. In the event any mechanics' lien or any other lien CAUSED BY LESSEE is filed against the Premises and such lien is not released, bonded or Lessee does not initiate legal action to dispute the validity of same within sixty (60) calendar days of receipt of written notice of same, Lessee shall be in default of this Lease and Lessor, at its option may, in addition to any other remedies provided herein, terminate this Lease. IF LESSOR CAUSES ANY LIEN OF ANY KIND OR DESCRIPTION WHATSOEVER TO BE FILED AGAINST THE PREMISES, THE LESSOR SHALL BE SOLELY RESPONSIBLE TO HAVE SUCH LIEN RELEASED OR BONDED.

16. Waiver of Subrogation Rights

Neither party shall be liable for any insurable damage to property or persons for which the other party is insured, and each party hereby waives the right of subrogation against the other party.

17. Insurance

Both parties agree to carry and maintain public liability insurance, property damage and personal injury insurance in amounts and with companies as each party deems appropriate but in no case in lesser amounts than is carried or would be carried by the party for similar property insured by the party outside of the Premises.

18. Assignment of Interest

Neither party hereto shall assign its interest in this Lease or the underlying fee to the subject Premises to any third party without the prior express written permission of the other party, except to a legally established successor to either party.

19. Default

If either party deems the other party to be in default or violation of the terms and conditions of this Lease, the non-defaulting party shall give the other party not less than thirty (30) days' written notice to correct such default or violation. In case of failure of the other party to obey the thirty (30) days' written notice, the non-defaulting party shall have all rights provided by law to enforce the terms and conditions of this Lease, including but not limited to immediate termination, restraint or action by injunction for all violations, actual, attempted or threatened.

20. Emergency

In case of an emergency requiring immediate action, either party may take such emergency action that is required to protect the Premises, all improvements, fixtures and personal property upon the Premises and the general public. All reasonable expenses incurred by such emergency action shall be the responsibility of and paid for the party responsible for causing the emergency or if none, by the party whose interests were protected in the undertaking of the emergency action.

21. Eminent Domain Proceeding

If the Premises or any part of the Premises are acquired by right of eminent domain or by

a conveyance in lieu thereof, the parties agree that the Lessor shall be deemed to be the owner of the Premises for purposes of participating in the eminent domain proceedings to the extent allowed by law. However, financial receipts for such proceedings shall be divided between the parties in an equitable fashion consistent with the value to each party of property and rights acquired by such proceedings. If the parties are unable to agree upon a division of the financial receipts, then the parties agree to submit the matter to binding arbitration in the manner hereinabove set forth in Section 10.

22. Notices

Whenever notice is required under this Lease, it shall be given in writing to the other party by registered or certified mail at the address first above written or at such other address as either party may, subsequently, designate to the other party or by personal service of the written notice upon a proper official of the other party.

23. Legality

Should anyone or more of the terms and conditions of this Lease be declared void or in violation of law, this Lease shall remain in full force and effect as to the remainder of the terms and conditions.

24. Titles

All titles contained in this Lease are for reference and convenience only and are not part of this Lease.

25. Binding Upon Parties

This Lease and all rights hereunder shall inure to the benefit of the parties hereto and shall be binding upon them and their respective successors and assigns.

26. Ohio Law

Any question, dispute or interpretation of this Lease shall be governed by the law of Ohio.

27. Entire Agreement

This Lease and the exhibits attached hereto and forming a part hereof, and all covenants, promises, agreements and conditions contained herein constitute the entire agreement and understanding between the parties hereto with regard to the subject premises. No subsequent alteration, amendment, change or addition to this Lease shall, be binding upon either party unless reduced to writing and signed by both parties.

28. Quiet Enjoyment

Lessor shall, and the successors and assigns of said Lessor shall, warrant and defend the Lessee in the enjoyment and peaceable possession of the Premises during the Initial Term and Renewal Terms aforesaid if the Lessee shall perform all and singular the covenants herein agreed to be performed on the part of the Lessee.

IN WITNESS WHEREOF the parties have executed this Lease Agreement as of the dated indicated below.

MEDINA COUNTY PARK DISTRICT

CITY OF BRUNSWICK

Thomas K. James, Director

Carl S. DeForest, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

John Jeandrevin, Law Director

Kenneth J. Fisher, Law Director

State of Ohio)

)ss

Medina County)

Before me, a notary public in and for said County and State personally appeared the above named the City of Brunswick by Carl S. DeForest, its City Manager, who acknowledged that he is fully authorized to execute and did sign the foregoing instrument, and that the same is his free act and deed personally and as City Manager of the City of Brunswick.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Brunswick, Ohio, this the ____ day of _____ 2017.

Notary Public _____

State of Ohio)

)ss

Medina County)

1.

Before me, a notary public in and for said County and State personally appeared the above named Medina County Park District by Thomas K. James, its Director, who acknowledged that he is fully authorized to execute and did sign the foregoing instrument, and that the same is his free act and deed personally and as Director of the Medina County Park District.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Medina, Ohio, this the ____ of _____ 2017.

Notary Public _____

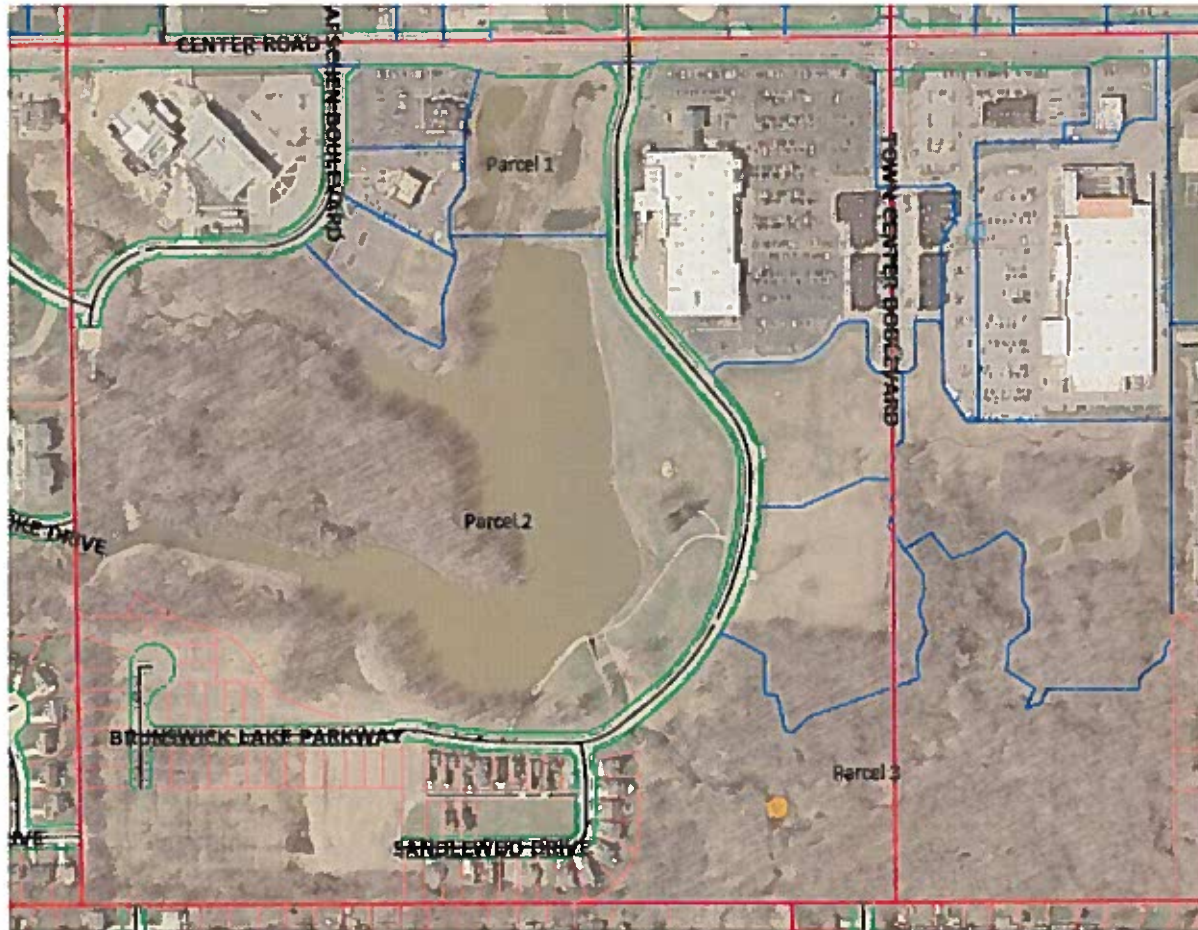
"EXHIBIT A"

- Parcel 1: Medina County Parcel 003-18D-04-012 being 3.703 acres more or less
Parcel 2: Medina County Parcel 003-18D-04-031 being 40.925 acres more or less
Parcel 3: Medina County Parcel 003-18D-10-261 being 20.7369 acres more or less



"EXHIBIT A"

- Parcel 1: Medina County Parcel 003-18D-04-012 being 3.703 acres more or less
Parcel 2: Medina County Parcel 003-18D-04-031 being 40.925 acres more or less
Parcel 3: Medina County Parcel 003-18D-10-261 being 20.7369 acres more or less



CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LEASE AGREEMENT WITH THE MEDINA COUNTY
PARK DISTRICT AND DECLARING AN EMERGENCY.

WHEREAS: The City owns certain real property known as Brunswick Lake Park, which includes the Susan Hambley nature Center (the "Property");

WHEREAS: Pursuant to its powers under Section 8.01(d) of the Charter, City Council may authorize lease of any real estate not needed for municipal purposes to any organization, except for religious organizations, for the purpose of constructing, maintaining or managing parks, without competitive bidding; and

WHEREAS: The City and the Medina County Park District, a political subdivision of the State of Ohio, are desirous of entering into a Lease Agreement for the Property.

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

SECTION 1: That the City Manager, upon approval of the Director of Law, is hereby authorized to enter into a Lease Agreement, as attached hereto as Exhibit "A", with the Medina County Park District for the Property.

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 allow commencement of the Lease Agreement as of February 1, 2018. 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 _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 129-17

BY: Mr. Abella, Mr. Capretta and Mr. Salzgeber

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO A LEASE AGREEMENT WITH THE MEDINA COUNTY
PARK DISTRICT AND DECLARING AN EMERGENCY.

WHEREAS: The City owns certain real property known as Brunswick Lake Park, which includes the Susan Hambley nature Center (the "Property");

WHEREAS: Pursuant to its powers under Section 8.01(d) of the Charter, City Council may authorize lease of any real estate not needed for municipal purposes to any organization, except for religious organizations, for the purpose of constructing, maintaining or managing parks, without competitive bidding; and

WHEREAS: The City and the Medina County Park District, a political subdivision of the State of Ohio, are desirous of entering into a Lease Agreement for the Property.

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

SECTION 1: That the City Manager, upon approval of the Director of Law, is hereby authorized to enter into a Lease Agreement, as attached hereto as Exhibit "A", with the Medina County Park District for the Property.

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 allow commencement of the Lease Agreement as of February 1, 2018. 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_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. _____

BY:

AN ORDINANCE APPROVING THE PHASE 6 DETAILED SITE PLAN FOR
THE RESERVE AT AUTUMN CREEK SUBDIVISION SPECIAL PLANNING
DISTRICT NO. 3.

WHEREAS: On July 20, 2017, the Brunswick City Planning Commission recommended
approval to City Council of the Phase 6 detailed site plan for the Reserve at
Autumn Creek Subdivision SPD-3.

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

SECTION 1: That the Phase 6 detailed site plan for the Reserve at Autumn Creek Subdivision
SPD-3, as attached hereto as Exhibit "A", is hereby approved subject to final
engineering approval.

SECTION 2: 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
Barb Ortiz

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 01/08/2018

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. 1-18** - An emergency resolution authorizing the City Manager to enter into a three (3) year agreement with Quality Control Inspection, Inc. for the provision of professional construction inspection services - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

BACKGROUND: Construction inspection is a service that we have contracted out for many years. The most recent contract was with QCI and ran from 2015 thru 2017. Requests for Proposals were received late 2017 with 7 companies responding. A panel of 3 ranked the RFP's and recommends QCI as the lowest and best.

PURPOSE AND EXPLANATION: QCI will provide construction inspection services on construction projects that the City of Brunswick will be administering for the length of the agreement.

IMPLEMENTATION SCHEDULE: The services will begin January 1, 2018 and continue thru December 31, 2020

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Costs for the construction inspection are included with the individual construction contracts. Each of these construction contracts will have their own individual resolutions showing the construction costs. Costs or purchase commitments are subject to sufficient Council appropriations and certified purchase orders pursuant to Ohio Revised Code Section 5705.

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?

It is requested that legislation is passed by emergency measure with suspension of the rules at the July 25 meeting to allow for the application to be completed before the September 2 deadline.

**ADDITIONAL
INFORMATION:**

The current contract was concluded on December 31, 2017. The administrative portion of the construction that was performed in 2017 continue through the winter months and therefore, the construction inspection services are still needed.

Agreement



Contract No.: 73-18-34
Expiration: 12/31/20
Client: City of Brunswick
Service: Civil Engineering Construction
Inspection Services

This Agreement made this ____ day of _____, 2018 by and between Quality Control Inspection, Inc. ("QCI") and the City of Brunswick ("CITY").

WITNESSETH:

WHEREAS, QCI is in the business of providing consulting services relating to construction engineer inspection and construction management (excluding: wastewater treatment plant, water plant, water towers, landfills, hazardous waste or treatment facilities, or projects adjudged by QCI to be of a specialized nature); and

WHEREAS, the CITY is desirous of engaging QCI to retain non-exclusive consulting services relating to construction engineering inspection and construction management as more fully set forth below: and

WHEREAS, on _____, 2018 the City of Brunswick authorized the hiring of QCI by Resolution # _____; and

WHEREAS, QCI and CITY have agreed to the terms and conditions for the consideration as more fully set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations observed and performed by the parties hereto, QCI and the CITY hereby agree as follows:

ARTICLE I - SCOPE OF SERVICE

QCI shall provide qualified Resident Project Representative(s) ("RPR"), Contract Administrators ("CA") and Construction Project Engineers ("CPE") for the use by the CITY and at the direction of the CITY's engineer ("ENGINEER") or CITY's ("ARCHITECT") or otherwise authorized representative of the City to inspect, consult, or manage Work being performed by Contractors hired, or authorized to perform work, by the CITY. The CITY shall have the right to reasonably approve all personnel assigned by QCI including any additional or substitute personnel.

Prior to the commencement of any project for which the services of QCI are required and when requested by the CITY, QCI shall meet with the CITY, review the proposed project and provide the CITY with a QCI Pre-Project Support Services Plan and written estimate of cost proposed for services, consistent with Exhibit "A" fee schedule attached hereto, which written estimate must be approved in writing by City Engineer, Finance Director, and City Manager prior to commencement of the work.

1. Duties and Responsibilities of the RPR and CA (while working at the direction of the ENGINEER):
 - a.) Liaison: Serve as the CITY's and ENGINEER's liaison with Contractor working principally through Contractor's Superintendent and assist him/her in understanding the intent of the Contract Documents.

b.) Review of work, Rejection of Defective Work, Inspection and Tests:

- (i) Conduct on-site observations of the work in progress to determine if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
- (ii) Report to the CITY and ENGINEER whenever QCI believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment; and advise CITY and ENGINEER when QCI believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- (iii) Verify that tests are conducted as required by the Contract Documents and in presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the CITY and ENGINEER appropriate details relative to the test procedures.
- (iv) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to CITY and ENGINEER.

c.) Interpretation of Contract Documents: Transmit to the Contractor clarifications and interpretations of the contract documents as approved by the CITY and ENGINEER.

d.) Modification: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to CITY and ENGINEER.

e.) Reports:

- (i) Furnish CITY and ENGINEER daily reports as required for progress of the work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawings submissions. Included shall be pay items completed, test data, and comments relative to observations of the day's work.
- (ii) Consult with CITY and ENGINEER in advance of scheduled major tests, inspections or start of important phases of work.

f.) RPR:

- (i) The RPR is authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Specifications and Contract, and report such findings in writing to the CITY and ENGINEER
- (ii) The RPR is authorized to reject the use or attempted use of non-specified materials and report such rejection to the CITY and ENGINEER.

g.) Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to CITY and ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

h.) Completion:

- (i) Submit to Contractor a list of observed items requiring completion or correction and report such findings in writing to the CITY and ENGINEER.
- (ii) Conduct final inspection in the presence of the CITY and ENGINEER and Contractor and prepare a final list of items to be completed or corrected, and report such findings in writing to the CITY and ENGINEER.
- (iii) Verify that all items on final list have been completed or corrected and make recommendations to the CITY and ENGINEER concerning acceptance.

i.) Additional Duties and Responsibilities of the CA: In addition to the duties and responsibilities as spelled out in Paragraph 1 (A), at the request of the CITY or ENGINEER, the CA shall act as a representative of the CITY and shall, under the CITY's authority and control; use best effort to resolve, rectify, remedy, correct and/or modify all field problems of any nature whatsoever, included, but not limited to, making recommendations and/or suggestions of solutions to field problems to the CITY and ENGINEER.

2. Duties and Responsibilities of the Construction Project Engineer (CPE): QCI's CPE serves as the responsible engineer in charge of the construction and management of large capital improvement projects. These individuals are Ohio Licensed professional engineers who possess a significant level of experience in managing projects in full compliance with a variety of local, state, and federal government programs.

- a.) The CPE shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the best interests of the CITY.
- b.) The CPE shall expeditiously review design documents during their development and advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of Project delivery. The CPE shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative design or materials, preliminary budgets, and possible economies.
- c.) The CPE shall consult with the CITY and ENGINEER and/or ARCHITECT regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules.
- d.) The CPE shall assist the CITY in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.
- e.) The CPE shall assist the CITY's ENGINEER and/or ARCHITECT with bid analyses and make recommendations to the CITY for the CITY's award of Contracts or rejection of bids.
- f.) The CPE may assist the CITY in preparing Construction Contracts and advise CITY on acceptability of Subcontractors and material suppliers proposed by Contractors.
- g.) The Construction Phase will commence with the award of the initial Construction

Contract or purchase order and, together with the CPE's obligation to provide Basic Services under this Agreement, will end 30 days after final payment to all Contractors is made.

3. Additional Duties and Responsibilities of a CPE for projects administered by the CITY's ARCHITECT.
 - a.) The CPE shall provide administration of the Contracts for Construction in cooperation with the ARCHITECT as set forth below and in the edition of AIA Document A141-1997, Standard Form of Agreement between CITY and ARCHITECT with Standard Form of ARCHITECT's Services, current as of the date of this Agreement.
 - b.) The CPE shall schedule or be available to attend meetings to discuss such matters as procedures, progress and scheduling. The CM will prepare and promptly distribute minutes to the CITY, ARCHITECT, and Contractors.
 - c.) Utilizing the Construction Schedules provided by the Contractor(s), the CPE shall monitor the update of the Project construction schedule(s) incorporating the activities of the Contractors on the Project, including activity sequences and duration's, allocation of labor materials, processing of Shop Drawings, Product Data and samples, and delivery of products requiring long lead time and procurement. The Project construction schedule shall include the CITY's occupancy requirements showing portions of the Project having occupancy priority. The CPE shall coordinate the updating and reissue of the Project construction schedule as required to show current conditions. If an update indicates that the previously approved Project construction schedule may not be met milestones, critical path items or the completion date, the CPE shall recommend corrective action to the CITY and ARCHITECT.
 - d.) The CPE shall endeavor to obtain satisfactory performance from the Contractor(s). The CM shall recommend in writing courses of action to the CITY when requirements of the Contract are not being fulfilled.
 - e.) The CPE shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials and other Work requiring accounting records.
 - f.) The CPE shall develop and implement procedures for the review and processing of applications by Contractor(s) for progress and final payments.
 - g.) Based on the CPE's observations and evaluations of the Contractor(s) Application for payment, the CPE shall review the amounts due the respective Contractor(s) and make recommendations of payment to the ARCHITECT and CITY and report such findings in writing to the CITY.
 - h.) The CPE shall determine in general that the work of the Contractor(s) is being performed in reasonable close conformance with the requirements of the Contract Documents, endeavoring to guard the CITY against defects and deficiencies in the Work and report such findings in writing to the CITY.
 - i.) As appropriate, the CPE shall have authority, upon written authorization from the CITY, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

- j.) The CPE, in consultation with the ARCHITECT, may reject Work that does not conform to the requirements of the Contract Documents and report such findings in writing to the CITY.
- k.) The CPE shall monitor the scheduling and coordination of sequence of the construction to the Contract documents and the latest approved Project construction schedule.
- l.) With respect to each Contractor's own Work, the CPE shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's responsibility under the Contract for Construction.
- m.) The CPE shall transmit to the ARCHITECT requests for interpretations of the meaning and intent of the Drawings and Specifications, and assist in the resolution of questions that may arise.
- n.) The CPE shall review requests for changes, assist in negotiating Contractor's proposals, submit recommendations to the ARCHITECT and CITY, and, if they are accepted, assist in preparing Change Orders and construction Change Directives which incorporate the ARCHITECT's and CITY modifications to the Documents.
- o.) The CPE shall assist the ARCHITECT in the review, evaluation and documentation of Claims.
- p.) Duties, responsibilities and limitations of authority of the CITY's project representative - "see attached AIA Document B352, modified.
- q.) All additional service, beyond the scope of this agreement shall only be undertaken by QCI upon written authorization by the CITY.

ARTICLE II - LIMITATIONS

Except upon written instruction of the CITY, ENGINEER, and/or ARCHITECT the RPR(s), CA or CPE:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not issue instructions contrary to the contract plans, specifications or contract documents.
3. Shall not exceed limitations of the CITY, ENGINEER and/or ARCHITECT's authority as set forth in the Contract Documents.
4. Shall not undertake any of the responsibilities of Contractor, Subcontractor or Contractor's Superintendent, or expedite the work inconsistent with the project schedule of completion.
5. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
6. Shall not issue directions as to safety precautions and programs in connection with the work.

ARTICLE III - FEES

1. Fee Schedule:

- a.) The CITY shall pay to QCI the fees as set forth in Exhibit "A" attached hereto.
- b.) The fees shall be due and payable on a monthly basis upon presentation by QCI of a detailed invoice.
- c.) QCI shall submit a monthly invoice to the CITY, specifying the project name, total RPR hours worked, CA hours worked, CPE hours worked, gas mileage, and reimbursable expenses.
- d.) Payment shall be made to Quality Control Inspection, Inc., 40 Tarbell Avenue, Bedford, Ohio 44146, or QCI assigned financial agent within THIRTY (30) days of the date the invoice was received by the CITY. The CITY shall be provided with a 2% discount on all hourly rates for services paid to QCI within 30-days of the dated invoice
- e.) In the event the CITY or QCI desires to terminate this Agreement, it may be terminated upon THIRTY (30) days written notice by the party so desiring to terminate to the other party. QCI shall be paid for work completed and services performed up to the time of the notice of termination and in the event it is permitted to complete commenced projects, QCI shall be compensated at the rate provided for herein.
- f.) This agreement shall become effective upon "Acceptance" and remain in effect through December 31, 2020 and shall not be construed to provide for exclusive use of QCI or to guarantee utilization of the above stated services to any level stated or implied.

ARTICLE IV - INDEMNIFICATION

1. Indemnification and Hold Harmless:

- e.) QCI shall at all times maintain in force and effect professional liability insurance with a limit of liability of not less than \$1,000,000.00 and in a form generally the same as its current coverage provided by National Union Fire Company of Pittsburgh, PA.

ARTICLE V - NON-SOLICITATION OF QCI EMPLOYEES

1. Solicitation of QCI Employees.

- a.) Information About QCI Employees. CITY may work closely with employees of QCI performing services under this Agreement. All information about such employees which becomes known to CITY during the course of this Agreement and which is not otherwise known to the public, including compensation or commission structure, is a Trade Secret of QCI and shall not be used by CITY in soliciting employees of QCI at any time. CITY agrees to protect the confidentiality of such information unless otherwise subject to disclosure pursuant to applicable Ohio or Federal law.
- b.) Solicitation of Employees Prohibited. During the term QCI is performing services for CITY and from one (1) year following the cessation of such services, CITY shall not

directly or indirectly ask or encourage any employee(s) or former employee(s) of QCI to leave their employment with QCI, solicit any employee(s) of QCI or former employee(s) for employment, make any offer(s) of employment to any employee(s) or former employee(s) of QCI or employ any employee(s) or former employee(s) of QCI.

- c.) Injunctive Relief. CITY agrees and acknowledges that the violation of any of the provisions contained herein would cause irreparable injury to QCI, that the remedy of law for any violation or threatened violation thereof would be inadequate, and that QCI shall be entitled to temporary or permanent injunctive or other equitable relief without the necessity to prove actual damages. In any proceeding by QCI to enforce any of the provision of this Agreement, the prevailing party shall be entitled to reimbursement of all costs and reasonable attorney's fees incurred in such litigation.

ARTICLE VI - COPYRIGHTS

CITY acknowledges and agrees that QCI has certain licensing rights to Build A Form® Engineer Report System ("System") that will be utilized by QCI under this Agreement. QCI has proprietary rights in said System which shall remain the sole property of QCI and nothing herein shall be deemed to create any rights in CITY in violation of the rights or interest of QCI or any third party. CITY acknowledges that the remedy at law for any breach of this section will be inadequate and, accordingly, in the event of any breach or threatened breach by CITY of this section, QCI shall be entitled, in addition to any other remedies, to any injunction restraining any such breach.

ARTICLE VII - GENERAL

1. Heading. The headings to the Articles and Sections of the Agreement are inserted for convenience only and will not be deemed a part of this Agreement for purposes of interpreting or applying the provisions of this Agreement.
2. Governing Law. This Agreement will be governed in all respects by the laws of the State of Ohio.
3. Severability. If any provision or paragraph of this Agreement shall be prohibited by law or held to be invalid, such provision or paragraph shall be separable from this agreement without invalidating the remaining provisions or paragraphs hereof.
4. Amendments. During the term of this Agreement, CITY and QCI may amend this Agreement provided, however, any such amendment must be in writing and signed by both CITY and QCI.
5. Force Majeure. Neither party shall be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including acts of God or the public enemy, fire, explosion, accident, flood, drought, embargoes, war, riot, sabotage, action of any kind of governmental authority, whether valid or invalid, strikes, lockouts, labor disputes or shortages or any contingency, delay, failure or cause beyond the parties reasonable control, whether or not of the kind specified herein.
6. Waiver. The waiver by either party of any breach or violation of any provision of this Agreement shall be effective only if given in writing and signed by the waiving party. Any waiver of one breach or violation shall not operate or be construed as a waiver of any subsequent breach or violation.
7. Entire Agreement. This instrument, including the appendices, exhibits, and attachments hereto, constitutes the entire Agreement between the parties covering the subject matter

and supersedes all previous agreements and all proposals and negotiations not expressly set forth herein. No modifications or amendments shall be valid unless in writing and signed by both parties. Where conflicts may arise between this Agreement and the proposal of QCI, this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above-mentioned.

Acceptance:

QUALITY CONTROL INSPECTION, INC.
40 Tarbell Avenue
Bedford, Ohio 44146

By: 
Rick E. Capone, President

Date: November 28, 2017

CITY OF BRUNSWICK
4095 Center Road
Brunswick, Ohio 44242

By: _____
Carl DeForest, City Manager

Date: _____

Approved as to form

By: _____
Director of Law, City of Brunswick

Date: _____

This agreement authorized by resolution _____ adopted the ____ day of _____, 201__

By: _____
Clerk of Council, City of Brunswick

Date: _____

EXHIBIT "A"

1. Fee.

- a.) **Resident Project Representative** – \$48.00 to \$53.00 per hour, per person.
Work performed on a Saturday, Sunday, Holiday and/or any hours which exceed a total of eight hours (8) per day will be regarded as an extra for which compensation will be in the sum of \$72.00 to \$79.50 per hour, per person for each extra hour worked.
- b.) **Contract Administration** - \$73.00 per hour, per person.
- c.) **Construction Project Engineer (Ohio PE)** - \$95.00 per hour, per person.
- d.) **Discount** – The City of Brunswick shall be provided a 2% discount on all Hourly Rates for services, on invoices paid by the City to within 30-days of the dated invoice. QCI's Invoice(s) shall detail the total amount due and "Discount Amount Due" if paid within 30-days of dated invoice.
- e.) QCI's rates conform to the following cost principles: Monday through Friday, five (5) eight (8) hour workdays.
- f.) CITY shall contact QCI one (1) hour prior to the start of any scheduled work to terminate any scheduled daily inspections. QCI shall forgo compensation for properly terminating scheduled daily inspection services. QCI shall be compensated for TWO (2) hours per person, for all scheduled inspection terminated before a two (2) hour working period, compensated for FOUR (4) hours per person for all scheduled inspection which exceeds two (2) hours but has not exceeded a four (4) hour working period and compensated for EIGHT (8) hours per person for all scheduled inspection exceeding four (4) hours and not exceeding an eight (8) hour working period.
- g.) ~~The CITY shall reimburse QCI, the monthly subscription licensing cost of \$160.00 for the two (2) Remote View software version, of Build A Form® Engineering Report System (BAF). QCI shall provide the CITY Remote View internet access to QCI's BAF database. At the end of each contract year, QCI shall furnish the CITY a BAF database backup disk.~~ **After negotiation QCI will waive this cost.**
- h.) Reimbursable expenses; mean the actual expenses incurred directly or indirectly, plus 10%, in connection with the project including: expendable materials, transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; telephone calls, reproduction of reports, drawings and specifications and similar project related items.

6. Listing of Hourly Fees



Hourly Rates and Fee Structure

QCI has a long history of providing the highest level of service for the greatest value in the industry. QCI has provided a range of pricing as per the City of Brunswick's instruction found on page 2 of your request. Upon our selection and in following Ohio's Qualifications-Based Selection process, using this range we will negotiate our rate(s) to perform the required services at a compensation determined in writing to be fair and reasonable to the City of Brunswick. Contract negotiations shall be directed toward:

- (1) Ensuring QCI and the City have a mutual understanding of the essential requirements involved in providing the required services;
- (2) Determining that QCI will make available the necessary personnel, equipment, and facilities to perform the services within the required time;
- (3) Agreeing upon compensation which is fair and reasonable, taking into account the estimated value, scope, complexity, and nature of the services.

QCI Fees and Costs Civil Engineering Construction Inspection Services RFP- 2017-002		
Position	Hourly Rate Range 2018- 2020	Hourly Overtime Rate Range 2018 - 2020
Construction Project Engineer	* \$95.00	N/A
Contract Administrator	* \$73.00	N/A
Resident Project Representative	* \$48.00 to \$53.00	\$72.00 to \$79.50

Discount on Fees and Costs

The City of Brunswick shall be provided with a 2% discount on all hourly rates for services paid by the City to QCI within 30-days of the dated invoice. QCI's invoice(s) shall detail the Total Amount Due as well as the Discount Amount; valid when paid within 30-days.

Below reflects the adjusted hourly rates when the aforementioned discount is applied:

Rates with 2% Discount on Fees and Costs Civil Engineering Construction Inspection Services RFP- 2017-002		
Position	Adjusted Hourly Rate	Adj. Hourly Overtime Rate
Construction Project Engineer	\$93.10	N/A
Contract Administrator	\$71.54	N/A

Resident Project Representative	\$47.04 to \$51.94	\$70.56 to \$77.91
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7. Other Reimbursable Fees



Listing of Other Fee Schedules Not Based on Hourly Fees:

QCI provides the City of Brunswick and the City's Engineer access to our electronic project documentation software Build A Form® Engineer Report System.

QCI will charge a monthly access fee to the system which conveniently provides real-time access to all of QCFs reporting and project analysis information right at your desktop. The City of Brunswick will receive two Build-A-Form™ seat licenses for the City's Service Director and one for the City's Engineer.

These log-ins will allow the users to view all daily construction activity reports, analysis tools, project reports and to export project information into excel spreadsheets. **Fee Schedule:**

~~The CITY shall reimburse QCI the monthly subscription licensing cost of \$160.00 for the two (2) Remote View software version, of Build A Form® Engineering Report System (BAF). QCI shall provide the CITY Remote View internet access to QCFs BAF database. At the end of each contract year, QCI shall furnish the CITY a BAF database backup disk. After negotiation QCI will waive this cost.~~

Reimbursable Expenses:

Reimbursable Expenses; mean the actual expenses incurred directly or indirectly, plus 10%, in connection with the project including: expendable materials, transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; telephone calls, reproduction of reports, drawings and specifications and similar project related items.

Rate Terms:

QCFs rates conform to the following cost principles: Monday through Friday, five (5) eight (8) hour workdays.

The CITY shall contact QCI one (1) hour prior to the start of any scheduled work to terminate any scheduled daily inspections. QCI shall forgo compensation for properly terminating scheduled daily inspection services. QCI shall be compensated for TWO (2) hours per person, for all scheduled inspection terminated before a two (2) hour working period, compensated for FOUR (4) hours per person for all scheduled inspection which exceeds two (2) hours but has not exceeded a four (4) hour working period and compensated for EIGHT (8) hours per person for all scheduled inspection exceeding four (4) hours and not exceeding an eight (8) hour working period.

Where the contractor chooses to work four (4) – ten (10) hour days (4/10) schedule QCI applies the following hourly terms: QCI will relax our overtime schedule and charge regular time to the project based on the contractor's Monday through Thursday schedule, ten (10) hours per day. In the case of the four (4) ten (10) workschedule, overtime charges will apply any time the contractor works after ten (10) hours per day.

If the contractor chooses to work Friday as a day to make up and they have completed the Monday through Thursday, ten (10) hours per day schedule, it will be billed for overtime for that Friday.

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH QUALITY CONTROL INSPECTION, INC. FOR THE PROVISION OF PROFESSIONAL CONSTRUCTION INSPECTION SERVICES.

WHEREAS: Pursuant to a Request for Proposals authorized by Council my Motion, seven (7) (for the provision of professional construction inspection services were received in late 2017;

WHEREAS: A panel of three (3) members ranked the received proposals and recommended the proposal submitted by Quality Control Inspection, Inc. as being the lowest and best; and

WHEREAS: The previous professional construction inspection service agreement with Quality Control Inspection, Inc. expired on December 31, 2017.

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

SECTION 1: That the City Manager, with approval of the Director of Law, is authorized and directed to enter into a three (3) year Agreement with Quality Control Inspection, Inc., as attached hereto as Exhibit "A", for the provision of professional construction inspection services commencing January 1, 2018.

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 to provide for the usual daily operation of a municipality and for the additional reason that this contract for professional construction inspection services be in effect as soon as possible for the continuation of professional construction inspection services. Therefore, the same shall be in full force 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
Fijabi Julien-Gallam

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 1-18

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

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH QUALITY CONTROL INSPECTION, INC. FOR THE PROVISION OF PROFESSIONAL CONSTRUCTION INSPECTION SERVICES.

WHEREAS: Pursuant to a Request for Proposals authorized by Council my Motion, seven (7) (for the provision of professional construction inspection services were received in late 2017;

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PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 01/08/2018

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. 2-18** - An emergency resolution authorizing the City Manager to purchase a new Duraco Durapatcher from Leader Machinery Company, LTD. in an amount not to exceed \$56,673.00 - **1st Reading**, (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

BACKGROUND: This piece of equipment is on the state STS purchase program schedule #800495. State of Ohio Cooperative Purchasing Program. This equipment will be used year round to patch potholes throughout the City. \$57,000 was budgeted for in the approved 2018 Capital Budget for this purchase.

PURPOSE AND EXPLANATION: The proposed Durapatcher is a trailer mounted spray injection machine that will allow for the mixing of asphalt emulsion and stone to create an asphalt patch at the site of the pothole. The purchase of this machine will eliminate the need to contract with Patch Management to patch potholes in the City on an annual basis.

IMPLEMENTATION SCHEDULE: Spring of 2018.

FINANCIAL INFORMATION: Duraco Durapatcher - - Street Repair & Maintenance Fund #117 and related capital Subfund (#953) - 953-0420-56252 - - 56673

FINANCIAL SUMMARY: See above

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	Yes

Suspension of Rules

No

If emergency or suspension of the rules, why the request?

By making this an emergency we will be able to receive the piece of equipment by spring in order to use for the start of pothole patching.

**ADDITIONAL
INFORMATION:**



LEADER MACHINERY COMPANY, LTD.

P.O. Box 437 • Monroe, Ohio 45050 • Phone: (513) 217-5000 • Fax (513) 217-4638

December 20, 2017

Paul Barnett
City of Brunswick
4095 Center Rd
Brunswick, Ohio 44212

Dear Paul,

I am pleased to quote to your city per the state STS purchase program, schedule #800495, one new Duraco Durapatcher, model 125DJT (P2) trailer mounted spray injection machine equipped with the following features:

Trailer: Dual axle 12,000 pound capacity
Empty weight: 5,380 pounds
Four 6 ply rated 15" tires
Electric brakes with breakaway
Strobe light safety flasher
Trailer lighting
Engine: 74 net horse power four cylinder tier four diesel engine
Blower: Direct drive off engine
450 CFM @ 7 PSI air flow
Air relief pop off valve
Replaceable paper filter element
Compressor: Heavy duty direct drive compressor
70-90 PSI operating range
Emulsion Tank: 250 gallon tank
2" insulated and covered jacketed tank
Two 1500 watt heater blankets with thermostats
Hot oil heating system
Hoses: 3.50" x 16.4" aggregate hose
Swinging hose carrier
Arrow board directional signal, Tail Gate Box with tube

Base State Price with S&H included \$54,810.00

Delivery Approximately 3-5 weeks from receipt of order

I broke down the options for you to see which almost everyone gets. If you have any questions please call us anytime. I hope we can be of service to you.

Sincerely,

Leader Machinery Company

Mike Myers
Mike Myers
Sales Representative

Options: Tank Quantity Gauge.....\$702.00
Electric Emulsion Control.....630.00
Neater (nozzle heater).....351.00
Tool Kit.....180.00
Total with added options.....\$56,673.00

STATE TERM SCHEDULE

Index No: STS515

Eff. Date: 4/1/2016

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

Send Purchase Orders To:

Remit To:

OAKS Contract ID:

0000158008
DURACO INC
PO Box 6127
Jackson, MS 39288
www.durapatcher.com www.cimlinepmg.com

Same

800495

Contractor Contacts:

Mr. C.E. "Nat" Alford

601-932-2100

Fax: 601-936-6039 Sales Contact

nalford@durapatcher.com

Delivery:

45 Days A.R.O. - F.O.B. Destination

Terms:

Net 30 Days

Basic Order Limitations (Agencies should contact Procurement Services when they expect to exceed the Maximum Order Limitation.)

Minimum: \$150.00

Maximum: \$200,000.00

APPROVED PRODUCTS/SERVICES: Only those vendors, products, or services as listed in the price pages, approved by the Office of Procurement Services, may be purchased from this State Term Schedule. Any vendors, prices, terms, conditions, products or services not listed in the approved price sheets are outside the scope of this schedule.

MANDATORY USE CONTRACTS: All General Distribution Contracts (GDC), Limited Distribution Contracts (LDC), Multiple Award Contracts (MAC), and Request for Proposals (RFP) take precedence over this State Term Schedule (STS). This STS is only for governmental entities without a mandatory use contract.

EXCLUDED ITEMS: (State Agencies Only) in accordance with the Ohio Revised Code Section 5147.07, 125.60, through 125.6012, 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase through Ohio Penal Industries (OPI); Community Rehabilitation Programs (CRP); Department of Mental Health (DMH) Office of Support Services (Central Warehouse, and Pharmacy Services); and Rehabilitation Services Commission (RSC). State agencies must obtain a waiver from OPI, CRP, DMH Central Warehouse or Pharmacy Services, and/or RSC to procure from this schedule.

SPECIAL NOTE: The state of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this State Term Schedule (STS) is not obligated to procure any products or services from this STS. This STS shall not be construed to prevent the state from purchasing products or services using other procurement methods as authorized by law.

NOTICE TO CONTRACTOR/VENDOR: It is the responsibility of the contractor's contact to maintain this State Term Schedule with current information. All updates i.e., telephone numbers, contact names, email addresses, tax identification number, prices, and catalogs etc., are required to be processed through the formal amendment authorization process which is initiated by way of a written request from the contractor's contact.

UNSPSC CODES (OAKS Category ID) and Item Descriptions:

All purchase orders placed against this contract shall use the following UNSPSC Codes when completing requisitions.

22101600 - Paving equipment

Lawn, Garden and Heavy Construction Equipment - Asphalt Patch Equipment

NOTES:

Please Note: Unless expressly stated within the body of the Contract, all Contract Terms and Conditions shall prevail over any terms stated in the contractor catalogs and pricelists.

Discount of 10% off of the Durapatcher list pricing
Discounts are available on the Cimline pricelist

Current Durapatcher pricelist is dated April 01, 2014
Current Cimline pricelist is dated January 25, 2016

Dealer Index

Dealer Name & Address

0000073138
Leader Machinery Company, LLC.
Authorized DuraPatcher Products Dealer
982 Greentree Road
Middletown, OH 45044

Remit to:

0000073138
Leader Machinery Company, LLC.
982 Greentree Road
Middletown, OH 45044

OAKS Contract ID

800495-2

**Dealer's Contact:****Name**

Mr. Mark Leaders

Phone

513-217-5000

Fax

513-217-4638

Email Address

mark@leadermachinery.com

Dealer Name & Address

0000064707
MCLEAN CO
Authorized Cimline Products Dealer
3155 E 17th Ave
Columbus, OH 43219

Remit to:

0000064707
MCLEAN CO
6681 Chittenden Rd.
Hudson, OH 44236

OAKS Contract ID

800495-3

**Dealer's Contact:****Name**

Ms. Tina Baker

Phone

614-475-2880

Fax

614-475-0069

Email Address

tbaker@themcleancompany.com

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

S & L GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800495

EFFECTIVE DATES: 04/01/2016 TO 03/31/2018

The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

This State Term Schedule is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Schedule is renewed, terminated, or cancelled in accordance with the Standard Contract Terms and Conditions.

This State Term Schedule is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the State Term Schedule.

State agencies may make purchases under this State Term Schedule up to \$2500.00 using the state of Ohio payment card. Any purchases that exceed \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

This State Term Schedule and any Amendments thereto are available from the DAS website at the following address: <http://procure.ohio.gov>.

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A NEW DURACO DURAPATCHER FROM LEADER MACHINERY COMPANY, LTD. IN AN AMOUNT NOT TO EXCEED \$56,673.00.

WHEREAS: The City belongs to the State Procurement Program under the direction of the Department of Administrative Services; and

WHEREAS: The contract under the State Procurement Program has been awarded to Leader Machinery Company, Ltd.

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

SECTION 1: That the City Manager is hereby authorized to purchase a new Duraco Durapatcher from Leader Machinery Company, Ltd. in an amount not to exceed \$56,673.00.

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 to ensure receipt in time to perform pothole patching in the Spring of 2018. 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_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 2-18

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

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A NEW DURACO DURAPATCHER FROM LEADER MACHINERY COMPANY, LTD. IN AN AMOUNT NOT TO EXCEED \$56,673.00.

WHEREAS: The City belongs to the State Procurement Program under the direction of the Department of Administrative Services; and

WHEREAS: The contract under the State Procurement Program has been awarded to Leader Machinery Company, Ltd.

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

SECTION 1: That the City Manager is hereby authorized to purchase a new Duraco Durapatcher from Leader Machinery Company, Ltd. in an amount not to exceed \$56,673.00.

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 to ensure receipt in time to perform pothole patching in the Spring of 2018. 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_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 01/08/2018

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. 3-18** - An emergency resolution authorizing the City Manager to purchase a new or used Asphalt Emulsion Heated Storage tank from Northcoast Products in an amount not to exceed \$28,025.00 - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

BACKGROUND: This piece of equipment is on the state STS purchase program schedule #800557. This equipment will be used year round to store asphalt emulsion that will be used in the new Durapatch machine to patch potholes throughout the City. \$30,000 was budgeted in the approved 2018 Capital Budget for this purchase. The supplier has some used units that are currently available to purchase at a lower cost than new. These units meet or exceed the qualifications of the new unit we are considering for purchase. These are being sold on a first come basis. This legislation request allows for that decision to be made once the legislation is approved and we know what units are available with a not to exceed cost of \$28,025.00.

PURPOSE AND EXPLANATION: Service Department is purchasing a Durapatcher which is a trailer mounted spray injection machine that will allow for the mixing of asphalt emulsion and stone to create an asphalt patch at the site of the pothole. This legislation will allow for the purchase of a heated tank that will be stationary at Streets West 130th Street yard. We will purchase hot liquid asphalt emulsion in bulk and it delivered to this tank. Daily, as crews leave the yard to patch pavement they will fill the patch machine with asphalt emulsion from this tank. This purchase will eliminate the need to contract with Patch Management to patch potholes in the City on an annual basis.

IMPLEMENTATION SCHEDULE: Spring of 2018.

FINANCIAL INFORMATION: Asphalt Emulsion heated storage tank - - Street Repair and Maintenance Fund #117 and related capital subfund (#953) - 953-0420-56252 - - 28025

FINANCIAL SUMMARY:

RECOMMENDED

ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	Yes
Suspension of Rules	No

If emergency or suspension of the rules, why the request?

By making this an emergency we will be able to receive the piece of equipment by spring in order to use for the start of pothole patching.

**ADDITIONAL
INFORMATION:**



December 20, 2017

Paul Barnett
City of Brunswick
4095 Center Rd.
Brunswick, Ohio 44212

Dear Paul,

I am pleased to quote to your city one used Northcoast Products model NP1500RS heated storage tank. Northcoast Products is a sister company to Leader Machinery Company. These tanks are sold under the Northcoast name (as is the emulsion we supply), while the Durapatcher is sold under the Leader Machinery name.

One 2003 NP1500RS, 1500 gallon heated emulsion storage tank. This tank was retrofitted in 2016 with a new style striation system. 30 day warranty along with delivery is included. Condition, very good. Selling Price\$20,000.00.

Also, we have a 2004/2016 Retro 1500 gallon tank for \$19,000.00. Condition, good. Delivery and warranty same as above.

We also have a 2011 NP2000S 2000 gallon tank available for \$24,500.00. Condition, very good. New price from the state contract is \$35,135.00. Delivery and warranty same as above. The state price for a new 1500 gallon NP1500S is \$28,025.00.

We have a new 2017 (tank shell just finished, rest will be completed sometime in March) 1500 gallon and 2000 gallon tank.

All tanks are subject to prior sale. All of the tanks are on the State STS schedule. A copy of the State contract is included.

These tanks have a striation system with programmable timers on them. You will have to provide a 220V, 50 Amp style receptacle outlet to plug the tank into.

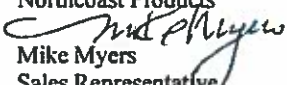
When emulsion is needed, call us and we will send one of our transports to fill it. Freight costs to you would be based from Akron. Freight is \$3.50 per mile with a one way charge or a minimum of \$100.00. The current emulsion price is \$2.20 a gallon for RS2 (rapid set) or medium set.

These tanks are unique to the market. They not only are heated and have a striation system (material is picked up 4" or less from the bottom of the tank), but can be pressurized using the air pressure from the Durapatcher to fill the Durapatcher. This means you can place them anywhere at ground level as they do not have to be elevated for gravity feed into the Durapatcher. Also, they are designed for easy clean out like the Durapatcher.

Thank you for your time and interest. I hope we can be of service to you

Sincerely,

Northcoast Products


Mike Myers
Sales Representative

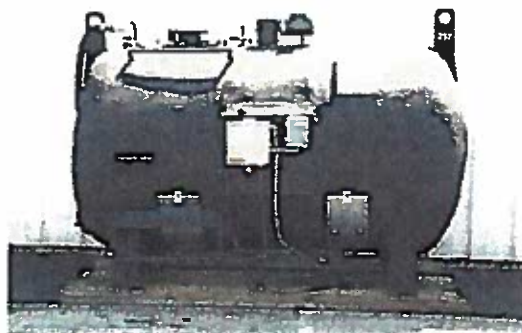
NORTHCOAST PRODUCTS is a sister company to Leader Machinery Co.



*Leader Provides the Durapatchers
NORTHCOAST PROVIDES Emulsion and Storage Tanks
Both are on the STS-Steel Contact*

P.O. Box 437
Monroe, OH 45050
PH 513-217-5000
FAX 513-217-4638

NP Heated Emulsion Storage Tanks



1,500 Gallon Tank

Specifications:

NP1000S 1000 gallon capacity 120" L x 54" Dia

NP1500S 1500 gallon capacity 124" L x 64" Dia

NP2000S 2000 gallon capacity 136" L x 72" Dia

NP2500S 2500 gallon capacity 140" L x 84" Dia

Tanks meet ASME section VIII division 1 standards

Minimum 2" foam insulated exterior

Thermostatically controlled heat system with high limit cutoff

(2) 220 volt 1000 watt heat blankets

Programmable striation system

Tank contents gauge

Pressurized off-loading system

2" loading hose

16"x20" inspection hatch

Tank cradle mounted

Convenient operator's platform included

Tank equipped with lifting eyes

Options:

13' L x 8' W x 24" H Steel Dike

Specifications subject to change without notice

Northcoast Products

STATE TERM SCHEDULE

Index No: STS515

Eff. Date: 4/12/2017

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

Send Purchase Orders To:

Remit To:

OAKS Contract ID:

0000134888
Northcoast Products
PO Box 437
Monroe, OH 45050

Same

800557

Contractor Contacts:

Delivery:

60-90 Days A.R.O. - F.O.B. Destination

Terms:

2% - 20, Net 30 Days

Basic Order Limitations (Agencies should contact Procurement Services when they expect to exceed the Maximum Order Limitation.)

Minimum: \$15.00

Maximum: \$30,000.00

APPROVED PRODUCTS/SERVICES: Only those vendors, products, or services as listed in the price pages, approved by the Office of Procurement Services, may be purchased from this State Term Schedule. Any vendors, prices, terms, conditions, products or services not listed in the approved price sheets are outside the scope of this schedule.

MANDATORY USE CONTRACTS: All General Distribution Contracts (GDC), Limited Distribution Contracts (LDC), Multiple Award Contracts (MAC), and Request for Proposals (RFP) take precedence over this State Term Schedule (STS). This STS is only for governmental entities without a mandatory use contract.

EXCLUDED ITEMS: (State Agencies Only) in accordance with the Ohio Revised Code Section 5147.07, 125.60, through 125.6012, 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase through Ohio Penal Industries (OPI); Community Rehabilitation Programs (CRP); Department of Mental Health and Addiction Services and Pharmacy Services (MHAS); and Opportunities for Ohioans with Disabilities (OOD). State agencies must obtain a waiver from OPI, CRP, DMHAS, Pharmacy Services, and/or OOD to procure from this schedule.

SPECIAL NOTE: The state of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this State Term Schedule (STS) is not obligated to procure any products or services from this STS. This STS shall not be construed to prevent the state from purchasing products or services using other procurement methods as authorized by law.

NOTICE TO CONTRACTOR/VENDOR: It is the responsibility of the contractor's contact to maintain this State Term Schedule with current information. All updates i.e., telephone numbers, contact names, email addresses, tax identification number, prices, and catalogs etc., are required to be processed through the formal amendment authorization process which is initiated by way of a written request from the contractor's contact.

UNSPSC CODES (OAKS Category ID) and Item Descriptions:

All purchase orders placed against this contract shall use the following UNSPSC Codes when completing requisitions.

24111800 - Tanks and cylinders and their accessories

NOTES:

USED TANKS FOR SALE:

~~Model NP1000S-T Serial#30711 Size: 1000 Gal. Price: \$27,000.00~~
~~Model NP1000S-T Serial#30712 Size: 1000 Gal. Price: \$22,000.00~~
~~Model NP1500S Serial#26832 Size: 1500 Gal. Price: \$24,000.00~~
~~Model NP1500S Serial#26881 Size: 1500 Gal. Price: \$19,000.00~~
~~Model NP1500S Serial#26862 Size: 1500 Gal. Price: \$19,000.00~~
~~Model NP1500S Serial#26371 Size: 1500 Gal. Price: \$17,500.00~~
~~Model NP1500S Serial#26373 Size: 1500 Gal. Price: \$20,000.00~~
~~Model NP1500S Serial#26460 Size: 1500 Gal. Price: \$20,000.00~~
~~Model NP200S Serial#30223 Size: 2000 Gal. Price: \$24,500.00~~
~~Model NP2500S Serial#29263 Size: 2500 Gal. Price: \$25,000.00~~

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

S & L GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800557

EFFECTIVE DATES: 04/12/2017 TO 04/30/2019

The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

This State Term Schedule is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Schedule is renewed, terminated, or cancelled in accordance with the Standard Contract Terms and Conditions.

This State Term Schedule is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the State Term Schedule.

State agencies may make purchases under this State Term Schedule up to \$2500.00 using the state of Ohio payment card. Any purchases that exceed \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

This State Term Schedule and any Amendments thereto are available from the DAS website at the following address: <http://procure.ohio.gov>.

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A NEW OR USED ASPHALT EMULSION HEATED STORAGE TANK FROM NORTHCOAST PRODUCTS IN AN AMOUNT NOT TO EXCEED \$28,025.00.

WHEREAS: The City belongs to the State Procurement Program under the direction of the Department of Administrative Services; and

WHEREAS: The contract under the State Procurement Program has been awarded to Northcoast Products.

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

SECTION 1: That the City Manager is hereby authorized to purchase a new or used asphalt emulsion heated storage tank from Northcoast Products in an amount not to exceed \$28,025.00.

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 to ensure receipt in time to perform pothole patching in the Spring of 2018. 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_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 3-18

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

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A NEW OR USED ASPHALT EMULSION HEATED STORAGE TANK FROM NORTHCOAST PRODUCTS IN AN AMOUNT NOT TO EXCEED \$28,025.00.

WHEREAS: The City belongs to the State Procurement Program under the direction of the Department of Administrative Services; and

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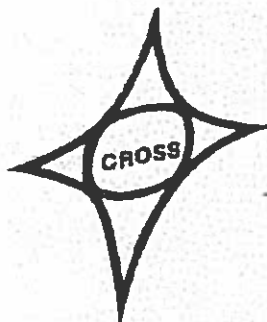
PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam, CMC



CROSS

TRUCK EQUIPMENT CO., INC.

1801 Perry Drive S.W. Phone 330/477-8151
P.O. Box 80509 FAX 330/477-8426
CANTON, OHIO 44708-0509

#34566
Liberty Ford
5500 Warrensville Center Rd
Maple Heights, Oh 44137
PH: 216-662-3673
ATTN: Frank

Make
Model
CA:

December 20, 2017
REVISED

E9036

QUOTATION (Valid 10 Days)

Install Galion Model 103USD-9 Stainless Steel Dump Body
9'x 7' Body
18" Sides & 24" Ends
3" Structural Channel Members on 12" Center, 6" Structural Long Sills
304 2B Stainless Floor w/2" floor to side radius
304 #4 Stainless Steel Shell
3.5 - 4.7 Yards Capacity
1/2 Cab Shield
Model CS615T DA Champion Hoist
8 Ton Capacity
LED Lights to FSS108, Rear Rubber Mud Flaps, Body Prop & Back- Up Alarm

Install Central Hydraulic System consisting of a Muncie Hot Shift PTO, Hydraulic Pump. A baffled oil reservoir with return line filter and sight gauge. A one spool main control valve, one Spool to operate double acting hoist A dual manual spreader control valve installed in cab on pedestal to operate an auger spinner spreader. A proportional flow divider valve incorporated in hydraulic system to insure oil to both spreader and hoist when both are in operation. Cable controls installed between seats in easy reach of driver. Hoses run to rear of truck with a Stainless Steel quick couplers and dust covers

Install Western PRO PLUS Power Angling 9' Snow Plow complete with #76901 Blade Assembly, #31270 Mount Assembly, #75700 AQ&L Assembly, #73973 & 69826-1 HL Harness Kit, #29760-2 3 Port Isolation Model, #96500 Handheld Control, #62220-1 Deflector and a Set of Blade Guide Assemblies(independent from central)

Install Meyers #64230 Stainless Steel Auger/Spinner Hydraulic Motor Direct Drive Under Tailgate Spreader. 10 ga Stainless Steel, Spinner - Poly 18" Diameter, Spreads Salt, Salt/Sand mix 50/50, Sand, 4-40ft. Operated from Central Hydraulics

Install Rear Hitch Plate with a #DPH2516 Pintle / 2 5/16" Ball Combo Hitch; (Height ADJ"), D-Rings And 7 Way RV style Trailer Receptacle

Thank you for calling us!

Cross Truck Equipment Co., Inc.

Chris Johns
Chris Johns
Sales Manager

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER
TO PURCHASE A NEW 2018 FORD SUPER DUTY F550 XL 4WD
REGULAR CAB TRUCK FROM LIBERTY FORD IN AN AMOUNT NOT TO
EXCEED \$64,358.82.

WHEREAS: The City of Brunswick is a member of the National Joint Powers Alliance joint purchasing program;

WHEREAS: Ohio Revised Code Section 9.48 permits the City to purchase supplies or services from another party without competitive bidding and outside the joint purchasing program if such supplies or services can be purchased under equivalent terms, conditions and specifications, but at a lower price than through the joint purchasing program; and

WHEREAS: The proposed purchase of a new 2018 Ford Super Duty F550 XL 4WD Regular Cab truck from Liberty Ford in the amount of \$64,358.82, is upon equivalent terms, conditions and specifications and at a lower price than through the National Joint Powers Alliance joint purchasing program.

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

SECTION 1: That the City Manager is hereby authorized to purchase a new 2018 Ford Super Duty F550 XL 4WD Regular Cab truck from Liberty Ford in an amount not to exceed \$64,358.82.

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 timely delivery. 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 _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST:

Clerk of Council
Fijabi Julien-Gallam

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 4-18

BY: Mr. Abella, Mr. Capretta and Mr. Salzgeber

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO PURCHASE A NEW 2018 FORD SUPER DUTY F550 XL 4WD REGULAR CAB TRUCK FROM LIBERTY FORD IN AN AMOUNT NOT TO EXCEED \$64,358.82.

- WHEREAS: The City of Brunswick is a member of the National Joint Powers Alliance joint purchasing program;
- WHEREAS: Ohio Revised Code Section 9.48 permits the City to purchase supplies or services from another party without competitive bidding and outside the joint purchasing program if such supplies or services can be purchased under equivalent terms, conditions and specifications, but at a lower price than through the joint purchasing program; and
- WHEREAS: The proposed purchase of a new 2018 Ford Super Duty F550 XL 4WD Regular Cab truck from Liberty Ford in the amount of \$64,358.82, is upon equivalent terms, conditions and specifications and at a lower price than through the National Joint Powers Alliance joint purchasing program.
- WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:
- SECTION 1: That the City Manager is hereby authorized to purchase a new 2018 Ford Super Duty F550 XL 4WD Regular Cab truck from Liberty Ford in an amount not to exceed \$64,358.82.
- 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 timely delivery. 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_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 01/08/2018

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 5-18** - An emergency ordinance providing for submission to the electors of the City of Brunswick, Ohio, at the May 8, 2018 Primary Election, the proposed amendment to Charter Section 3.08 - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

BACKGROUND: City Council may, upon the affirmative vote of five members, submit to the electors any proposed amendment to the Charter. The proposed amendment to Charter Section 3.08 and submitting same to the electors at the May 8, 2018 Primary Election, which must be adopted and certified to the Medina County Board of Elections no later than 4:00 p.m. on February 7, 2018.

PURPOSE AND EXPLANATION: To submit a Charter Amendment to Section 3.08 on the ballot at the Primary Election on May 8, 2018.

IMPLEMENTATION SCHEDULE: Two Readings and adopt as an emergency with suspension of rules.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

One Reading	No
Two Readings	Yes
Three Readings	No
Emergency	Yes
Suspension of Rules	Yes

If emergency or suspension of the rules, why the request?
Accordingly, it is the recommendation of the Law Department to adopt as an emergency measure

upon two (2) separate readings to occur on January 8, 2018 and January 22, 2018.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. _____

BY:

AN EMERGENCY ORDINANCE PROVIDING FOR SUBMISSION TO THE ELECTORS OF THE CITY OF BRUNSWICK, OHIO, AT THE MAY 8, 2018 PRIMARY ELECTION, THE PROPOSED AMENDMENT TO CHARTER SECTION 3.08.

WHEREAS: Pursuant to City of Brunswick Charter Section 11.05, City Council may, upon the affirmative vote of five (5) Members, submit to the electors any proposed amendment to the Charter; and

WHEREAS: The proposed amendment to Charter Section 3.08 must be certified to the Medina County Board of Elections no later than 4:00 p.m. on February 7, 2018 for placement on the May 8, 2018 Primary Election Ballot.

WHEREAS: Pursuant to Section 6.07(b) of the Charter, this Council is required to submit the Proposed Charter Amendment to the electors of the City of Brunswick at the next general election.

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

SECTION 1: Pursuant to Charter Section 11.05, the proposed amendment to Charter Section 3.08, as detailed on the Proposed Charter Amendment attached hereto as Exhibit "A", shall be submitted to a vote of the qualified electors of the City at the Primary Election to be held on May 8, 2018 at the regular places of voting in the City in the form provided in the Ballot Question attached hereto as Exhibit "B".

SECTION 2: That the Clerk of Council is hereby directed to publish the full text of the proposed amendments to the Charter, as set forth in the attached Proposed Charter Amendment, once a week for not less than two (2) consecutive weeks in a newspaper of general circulation in the City, with the first publication being at least fifteen (15) days prior to the election hereinbefore provided, in accordance with Article XVIII, Section 9 of the Ohio Constitution and Ohio Revised Code Section 731.211.

SECTION 3: That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, welfare and safety and for the additional reason that this Ordinance must be enacted to ensure certification to the Medina County Board of Elections no later than 4:00 p.m. on February 7, 2018 for placement on the May 8, 2018 Primary Election Ballot. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam

**EXHIBIT “A”
CITY OF BRUNSWICK**

PROPOSED CHARTER AMENDMENT

1) 3.08 CLERK OF COUNCIL

The Council shall appoint an elector of the City State of Ohio who shall have the title of Clerk of Council and shall serve at the pleasure of Council. The Clerk of Council shall give notice of Council meetings to its members and the public, keep the journal of its proceedings and perform such other duties as are assigned to him/her by this Charter or by the Council.

EXHIBIT “B”

CITY OF BRUNSWICK BALLOT QUESTION

1. Shall the Amendment to Section 3.08 of the Charter, as proposed by City Council, requiring that the appointed Clerk of Council be an elector of the State of Ohio, be Adopted?

EXHIBIT “A”

CITY OF BRUNSWICK

PROPOSED CHARTER AMENDMENT

1) 3.08 CLERK OF COUNCIL

The Council shall appoint an elector of the City State of Ohio who shall have the title of Clerk of Council and shall serve at the pleasure of Council. The Clerk of Council shall give notice of Council meetings to its members and the public, keep the journal of its proceedings and perform such other duties as are assigned to him/her by this Charter or by the Council.

EXHIBIT “B”

CITY OF BRUNSWICK BALLOT QUESTION

1. Shall the Amendment to Section 3.08 of the Charter, as proposed by City Council, requiring that the appointed Clerk of Council be an elector of the State of Ohio, be Adopted?

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 5-18

BY: Committee-of-the-Whole

AN EMERGENCY ORDINANCE PROVIDING FOR SUBMISSION TO THE ELECTORS OF THE CITY OF BRUNSWICK, OHIO, AT THE MAY 8, 2018 PRIMARY ELECTION, THE PROPOSED AMENDMENT TO CHARTER SECTION 3.08.

WHEREAS: Pursuant to City of Brunswick Charter Section 11.05, City Council may, upon the affirmative vote of five (5) Members, submit to the electors any proposed amendment to the Charter; and

WHEREAS: The proposed amendment to Charter Section 3.08 must be certified to the Medina County Board of Elections no later than 4:00 p.m. on February 7, 2018 for placement on the May 8, 2018 Primary Election Ballot.

WHEREAS: Pursuant to Section 6.07(b) of the Charter, this Council is required to submit the Proposed Charter Amendment to the electors of the City of Brunswick at the next general election.

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

SECTION 1: Pursuant to Charter Section 11.05, the proposed amendment to Charter Section 3.08, as detailed on the Proposed Charter Amendment attached hereto as Exhibit "A", shall be submitted to a vote of the qualified electors of the City at the Primary Election to be held on May 8, 2018 at the regular places of voting in the City in the form provided in the Ballot Question attached hereto as Exhibit "B".

SECTION 2: That the Clerk of Council is hereby directed to publish the full text of the proposed amendments to the Charter, as set forth in the attached Proposed Charter Amendment, once a week for not less than two (2) consecutive weeks in a newspaper of general circulation in the City, with the first publication being at least fifteen (15) days prior to the election hereinbefore provided, in accordance with Article XVIII, Section 9 of the Ohio Constitution and Ohio Revised Code Section 731.211.

SECTION 3: That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, welfare and safety and for the additional reason that this Ordinance must be enacted to ensure certification to the Medina County Board of Elections no later than 4:00 p.m. on February 7, 2018 for placement on the May 8, 2018 Primary Election Ballot. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam

**EXHIBIT “A”
CITY OF BRUNSWICK**

PROPOSED CHARTER AMENDMENT

1) 3.08 CLERK OF COUNCIL

The Council shall appoint an elector of the ~~City~~State of Ohio who shall have the title of Clerk of Council and shall serve at the pleasure of Council. The Clerk of Council shall give notice of Council meetings to its members and the public, keep the journal of its proceedings and perform such other duties as are assigned to him/her by this Charter or by the Council.

EXHIBIT "B"

CITY OF BRUNSWICK BALLOT QUESTION

1. Shall the Amendment to Section 3.08 of the Charter, as proposed by City Council, requiring that the appointed Clerk of Council be an elector of the State of Ohio, be Adopted?