

BRUNSWICK CITY COMMITTEE-OF-THE-WHOLE

Agenda

MAY 9, 2016

6:30 PM

1. Discussion Items
 - (a) Presentation by the Medina County Sanitary Engineer on Recycling Options - Amy Lyon-Galvin.
2. Motion Items
 - (a) Motion to approve a car wash as a comparable use to an automobile filling station in the C-G General Commercial District, pursuant to Section 1260.04(j), subject to Sections 1274.08(d), (f), and (g), and 1274.13 of the Zoning Code.
 - (b) Request a motion to allow city manager to enter into MOU with City of Cleveland for operational assistance for RNC.
3. Review Legislation
 - (a) **RES. NO 31-16** - An emergency resolution of intent to appropriate a 1.3 acre non-exclusive, perpetual access/utility easement from and through portions of property owned by Centro NP Brunswick Town Center LLC identified AS PPNs 003-18D-04-014,--318D-04-020 and 003-18D-04-021, to provide access and utility service to property owned by the City of Brunswick (PPN 003-003-18D-04-024) - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)
 - (b) **RES. NO. 32-16** - An emergency resolution authorizing the City Manager to exercise an eight (8) month renewal option of the residential solid waste collection and disposal - **1st Reading** (To be brought form Committee-of-the-Whole, *Administration/Paul Barnett*)
 - (c) **RES. NO. 33-16** - An emergency resolution authorizing the City Manager and City Engineer to submit a Community Development Block Grant application for the Judita Drive Reconstruction Phase 2 Project - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Matt Jones*)
4. General Discussion
5. Executive Session
 - (a) Motion to go into an Executive Session for the purpose to discuss the sale/purchase of property.
6. Adjournment

THE CITY OF BRUNSWICK

PROPOSED MOTION



DATE: 05/09/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Anthony J. Bales, City Manager
Grant Aungst, Community and Economic Development Director

COPY: Mayor Ron Falconi

MOTION: Motion to approve a car wash as a comparable use to an automobile filling station in the C-G General Commercial District, pursuant to Section 1260.04(j), subject to Sections 1274.08(d), (f), and (g), and 1274.13 of the Zoning Code.

BACKGROUND: A car wash has been proposed for 3901 Center Road (former Ponderosa Restaurant). The Planning Commission, with the approval of City Council, has the power to permit any use comparable in character to any of the specified uses listed under principally permitted uses, permitted accessory uses, or conditionally permitted uses of any district, in accordance with Section 1280.01(b) of the Zoning Code.

PURPOSE AND EXPLANATION: The Planning Commission, at their meeting on April 7, 2016, determined that the proposed car wash is comparable in use to an automobile filling station in the C-G General Commercial District, pursuant to Section 1260.04(j), subject to Sections 1274.08(d), (f), and (g), and 1274.13 of the Zoning Code. In order for the proposed car wash's detailed site plan to be approved, a comparable use determination of a car wash to an automobile filling station in the C-G General Commercial District must be approved by City Council, pursuant to Section 1280.01(b) of the Zoning Code.

IMPLEMENTATION SCHEDULE:

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION: Recommend approval of the comparable use determination.

ADDITIONAL INFORMATION:

Brunswick City Planning Commission

April 7, 2016

7:30 p.m.

Joe Shirilla, Chairman
Jeff Arona, Vice Chairman
John Rocha, Recording Secretary
Pete Fitzgerald, Member
Abbas Hasan, Member
Nick Hanek, Council Representative
Matt Jones, Consulting City Engineer
Pamela Plavecski, Planning & Zoning Coordinator
Santo Incorvaia, Assistant Law Director
Brian Ousley, Council-at-Large
Joe Gallucci, 4316 E. Pleasant Valley Road, Independence
Greg Surratt, 6526 Avalon Street, NW, Canton

Item 1

Chairman Joe Shirilla called the meeting to order at 7:43 p.m.

Item 2

There were no announcements or correspondence.

Item 3

MR. ROCHA MOTIONED TO APPROVE THE MINUTES OF MARCH 17, 2016.

Mr. Hasan seconded the motion. The vote was 4 Ayes 0 Nays 1 Abstain (Mr. Fitzgerald).

Item 4

Regarding the discussion site plan for Brunswick Laser Wash, 3901 Center Road (former Ponderosa), Mr. Joe Gallucci and Mr. Greg Surratt were present.

Mr. Gallucci addressed the Staff Review Comments as follows:

1. As a car wash is not a principally permitted or conditionally permitted use in the C-G District, the Planning Commission determined it is comparable to an automobile filling station, to which the applicant agreed. This is a conditionally permitted use in the C-G District, pursuant to Section 1260.04(j), subject to Sections 1274.08(d), (f),

and (g) and 1274.13. The Planning Commission, with the approval of City Council, shall have the power to permit any use comparable in character to any of the specified uses listed under principally permitted uses, permitted accessory uses, or conditionally permitted uses of any district, in accordance with Section 1280.01(b) of the Zoning Code.

2. Mr. Gallucci stated they will reduce the number of parking spaces from sixteen spaces to eight spaces, including one van-accessible handicap space, in accordance with the maximum of 8 spaces permitted by Table 1276-1(d)(7). He commented they may further reduce the amount of parking spaces on the detailed site plan, but he wasn't sure yet how many parking spaces they need. Mr. Incorvaia noted that Table 1276-1(d)(7) requires both a minimum and maximum of eight spaces.
3. Mr. Gallucci explained the future 864 sq. ft. (24' x 36') outbuilding located at the northwest corner of the site will be used for storage of a truck and plow, along with landscaping equipment to be used on the site. Ms. Plavecski noted since it has been determined that a car wash is comparable in use to an automobile filling station, Section 1274.08(a), which requires all structures and activity areas to be located at least 100' from a residential district or from a multi-family property line, is no longer applicable. Mr. Arona commented the outbuilding should be constructed out of materials that match the building, as required by Section 1278.08(e).

Mr. Jones suggested removing any extra pavement that is not necessary and noted the outbuilding is located within the 75' riparian setback and should be relocated further east to stay out of that area. He commented the riparian setback must be shown on the detailed site plan. Mr. Hanek inquired if the garage (outbuilding) is a permitted use; Mr. Incorvaia answered it is a permitted accessory use, pursuant to Section 1260.03(b). Ms. Plavecski noted in the past, the Planning Commission has approved outbuildings for several churches in order for them to have storage for their landscaping and snow plowing equipment.

Mr. Gallucci asked if the Planning Commission would be in favor of moving the vacuum islands to the front of the site near Center Road; Mr. Arona responded no, he is not in favor of that.

4. Mr. Gallucci said he will provide the width at the curb and right-of-way for the entrance and exit driveways on Center Road; Table 1276-4 requires a minimum width of 30' at the curb and 20' at the right-of-way. Mr. Jones said he recommends narrowing the width of the eastern entrance drive to 20' to allow for one-way-in traffic only.
5. Mr. Gallucci stated they will install a 6' high white vinyl fence along the northern portion of the site behind the car wash, in compliance with Sections 1464.04(a) and 1464.03 of the Codified Ordinances of the City of Brunswick.

6. Mr. Gallucci said they will add a 5' wide parking perimeter screening strip along the southeast property line, pursuant to Section 1282.08(a), and along the perimeter of any parking spaces that will abut the west and east property lines.
7. Mr. Gallucci commented he may need some assistance in calculating the amount of front yard landscaping required by Section 1282.06(e), which states when any commercial use abuts a public or private right-of-way, 10% of the total front yard area not used for parking or circulation, shall be landscaped with trees, shrubs, planting beds, and/or perennial borders and beds in a design selected by the owner. This landscaping is in addition parking lot interior landscaping by Section 1282.06(b). Ms. Plavecski said the Administration will be happy to assist with this.

Mr. Shirilla asked if this will be a manned car wash; Mr. Gallucci replied yes, they are open 24 hours per day.
8. Regarding the interior landscaping, Mr. Fitzgerald inquired if they have less than 8 parking spaces, will 160 sq. ft. still be required? Mr. Incorvaia said Section 1282.06(b) states that 20 sq. ft. per parking space is required; it doesn't specify that the amount must be for the minimum or maximum number of spaces. Mr. Gallucci commented they will be adding more landscaping than is required by code.
9. Mr. Gallucci said they will submit a photometrics plan with the detailed site plan; a minimum lighting level of 0.6 footcandle is required for parking and pedestrian areas, in accordance with Section 1276.14(a).
10. A color rendering of the building shall be provided.
11. As there is currently a "Brunswick Laser Wash" located at the Laurel Pointe Shopping Center, 1856 Pearl Road, Ms. Plavecski stated that staff suggests a different name to avoid confusion for city safety forces, to which Mr. Gallucci agreed.
12. Mr. Jones commented a traffic study needs to be performed; Mr. Gallucci stated they will do so.
13. Mr. Jones requested that Mr. Gallucci should explore the possibility of a cross-access easement to Rite-Aid in order to provide access to the traffic light at the intersection of Hadcock and Center Roads, as it will be difficult to make a left-hand turn out of the Brunswick Laser Wash site. Mr. Gallucci explained there are wetlands behind Rite-Aid. Mr. Jones noted there is storm water management in that area also.
14. Mr. Gallucci said he will indicate the flood plain and riparian zone on the site plan.
15. He will provide the location of the directional signs.

16. Mr. Gallucci said he will add roof accents (dormers) on the north elevation that are similar to the south elevation in order to break up the expanse of roofline.
17. Mr. Jones commented if any service will be required for the vacuum islands in connection to the main building, i.e. coin change machine, pedestrian access will be required by means of striping, pursuant to Section 1278.09(d).

Mr. Shirilla asked if there are any other options for this property instead of a car wash; Mr. Gallucci responded they originally considered a small strip center, but they couldn't find any tenants interested in the location.

Mr. Shirilla asked if there will be a large volume of cars exiting the car wash; Mr. Gallucci answered they process only ten cars per hour per bay.

Mr. Fitzgerald asked if some of the conditions that are not applicable in Section 1274.13 can be eliminated; Mr. Incorvaia read the "Comparable in Character" definition, as stated in Section 1242.02(26), and noted the requirements for a car wash won't exactly be the same as for an automobile filling station.

Mr. Rocha inquired if an electronic moving message sign is proposed for the car wash, to which Mr. Gallucci answered yes. Ms. Plavecski noted that the public hearing for the electronic moving message/digital display sign, which is a conditionally permitted use, can be held at the same meeting for the detailed site plan and conditional zoning certificate. Mr. Incorvaia commented Mr. Gallucci may wish to wait until City Council approves the comparable use of a car wash to an automobile filling station before a detailed site plan is submitted. Councilman Hanek advised Mr. Gallucci to provide as much information as possible to City Council. Ms. Plavecski noted she will schedule the comparable use determination for Council's April 25, 2016 Committee-of-Whole meeting, to which Councilman Ousley concurred.

MR. HASAN MOTIONED TO MOVE THE DISCUSSION SITE PLAN TO A DETAILED SITE PLAN FOR BRUNSWICK LASER WASH, 3901 CENTER ROAD, SUBJECT TO THE FOLLOWING:

1. AS A CAR WASH IS NOT A PRINCIPALLY PERMITTED OR CONDITIONALLY PERMITTED USE IN THE C-G GENERAL COMMERCIAL DISTRICT, THE PLANNING COMMISSION HAS DETERMINED IT IS COMPARABLE IN USE TO AN AUTOMOBILE FILLING STATION, WHICH IS A CONDITIONALLY PERMITTED USE IN THE C-G DISTRICT, PURSUANT TO SECTION 1260.04(j), SUBJECT TO SECTIONS 1274.08(d), (f), AND (g), AND 1274.13. THE PLANNING COMMISSION, WITH THE APPROVAL OF CITY COUNCIL, SHALL HAVE THE POWER TO PERMIT ANY USE COMPARABLE IN CHARACTER TO ANY OF THE SPECIFIED USES LISTED UNDER PRINCIPALLY PERMITTED USES, PERMITTED ACCESSORY USES, OR CONDITIONALLY PERMITTED USES OF ANY DISTRICT, IN ACCORDANCE WITH SECTION 1280.01(b) OF THE ZONING CODE.

2. THE NUMBER OF PARKING SPACES WILL BE REDUCED TO EIGHT SPACES, WHICH IS THE MINIMUM AND MAXIMUM PERMITTED BY TABLE 1276-1(d)(7). THE LOCATION OF THE PARKING SPACES SHALL BE INDICATED ON THE DETAILED SITE PLAN.
3. THE FUTURE 864 SQ. FT. (24' X 36') OUTBUILDING LOCATED AT THE NORTHWEST CORNER OF THE SITE WILL BE USED TO STORE SNOW PLOWING AND LANDSCAPING EQUIPMENT. THE OUTBUILDING IS CURRENTLY LOCATED WITHIN THE 75' RIPARIAN SETBACK AND SHALL BE MOVED FURTHER EAST TO STAY OUT OF THAT AREA. THE OUTBUILDING (GARAGE) IS A PERMITTED ACCESSORY USE, PURSUANT TO SECTION 1260.03(b). THE OUTBUILDING SHALL BE CONSTRUCTED OUT OF MATERIALS COMPARABLE TO THE MAIN STRUCTURE, AS REQUIRED BY SECTION 1278.08(e).
4. PROVIDE THE WIDTH AT THE CURB AND RIGHT-OF-WAY FOR THE ENTRANCE AND EXIT DRIVEWAYS ON CENTER ROAD; TABLE 1276-4 REQUIRES A MINIMUM WIDTH OF 30' AT THE CURB AND 20' AT THE RIGHT-OF-WAY. THE CITY ENGINEER RECOMMENDS NARROWING THE WIDTH OF THE EASTERN ENTRANCE DRIVE TO ALLOW FOR ONE-WAY-IN TRAFFIC ONLY, IN ORDER TO DISCOURAGE TRAFFIC FROM EXITING AT THAT LOCATION.
5. A SIX (6) FT. HIGH WHITE VINYL FENCE WILL BE INSTALLED ALONG THE NORTHERN PORTION OF THE SITE BEHIND THE CAR WASH, IN COMPLIANCE WITH SECTIONS 1464.04(a) AND 1464.03 OF THE CODIFIED ORDINANCES OF THE CITY OF BRUNSWICK.
6. THE DETAILED SITE PLAN SHALL INCLUDE A 5' WIDE PARKING PERIMETER SCREENING STRIP ALONG THE SOUTHEAST PROPERTY LINE, PURSUANT TO SECTION 1282.08(a), AND ALONG THE PERIMETER OF ANY PARKING SPACES THAT WILL ABUT THE WEST AND EAST PROPERTY LINES.
7. SECTION 1282.06(e) REQUIRES WHEN ANY COMMERCIAL USE ABUTS A PUBLIC OR PRIVATE RIGHT-OF-WAY, 10% OF THE TOTAL FRONT YARD AREA NOT USED FOR PARKING OR CIRCULATION, SHALL BE LANDSCAPED WITH TREES, SHRUBS, PLANTING BEDS, AND/OR PERENNIAL BORDERS AND BEDS IN A DESIGN SELECTED BY THE OWNER. THIS LANDSCAPING IS IN ADDITION TO PARKING LOT INTERIOR LANDSCAPING REQUIRED BY SECTION 1282.06(b). THE APPLICANT WILL WORK WITH THE ADMINISTRATION TO ACHIEVE THESE REQUIREMENTS.
8. THE DETAILED SITE PLAN SHALL INDICATE THE AMOUNT OF INTERIOR LANDSCAPING; PURSUANT TO SECTION 1282.06(b), A MINIMUM OF 160 SQ. FT. SHALL BE PROVIDED IF EIGHT PARKING SPACES ARE USED. IF LESS THAN EIGHT SPACES ARE INSTALLED, A RATIO OF 20 SQ. FT. PER PARKING SPACE IS REQUIRED BY THE ABOVE CODE SECTION.

9. A PHOTOMETRICS PLAN SHALL BE SUBMITTED WITH THE DETAILED SITE PLAN; A MINIMUM LIGHTING LEVEL OF 0.6 FOOTCANDLE IS REQUIRED FOR PARKING AND PEDESTRIAN AREAS, IN ACCORDANCE WITH SECTION 1276.14(a).
10. A COLOR RENDERING OF THE BUILDING SHALL BE PROVIDED.
11. AS THERE IS CURRENTLY A "BRUNSWICK LASER WASH" LOCATED AT THE LAUREL POINTE SHOPPING CENTER, 1856 PEARL ROAD, STAFF SUGGESTS A DIFFERENT NAME TO AVOID CONFUSION FOR CITY SAFETY FORCES.
12. THE CITY ENGINEER IS REQUESTING A TRAFFIC STUDY TO BE PERFORMED.
13. EXPLORE THE POSSIBILITY OF A CROSS-ACCESS EASEMENT TO RITE-AID IN ORDER TO PROVIDE ACCESS TO THE TRAFFIC LIGHT AT THE INTERSECTION OF HADCOCK AND CENTER ROADS, AS IT WILL BE DIFFICULT TO MAKE A LEFT-HAND TURN OUT OF THE BRUNSWICK LASER WASH SITE.
14. INDICATE THE FLOOD PLAIN AND RIPARIAN ZONE ON THE SITE PLAN.
15. PROVIDE THE LOCATION OF THE DIRECTIONAL SIGNS.
16. ADD ROOF ACCENTS (DORMERS) ON THE NORTH ELEVATION THAT ARE SIMILAR TO THE SOUTH ELEVATION IN ORDER TO BREAK UP THE EXPANSE OF ROOFLINE.
17. IF ANY SERVICE WILL BE REQUIRED FOR THE VACUUM ISLANDS IN CONNECTION TO THE MAIN BUILDING, I.E. COIN CHANGE MACHINE, PEDESTRIAN ACCESS WILL BE PROVIDED BY MEANS OF STRIPING, PURSUANT TO SECTION 1278.09(d).
18. THE ADMINISTRATION RECOMMENDS THE REMOVAL OF AS MUCH HARD SURFACE AREA AS POSSIBLE ON THE SITE.

Mr. Arona seconded the motion. The vote was 5 Ayes 0 Nays.

Item 5

There was no old business.

Item 6

Regarding new business, Mr. Incorvaia explained on the Brunswick Laser Wash project, that parking by the vacuum islands doesn't count toward the number of parking spaces, but it does count toward the interior landscaping calculations.

Item 7

No one appeared at the public comment period.

Item 8

Mr. Hanek gave the Council Representative's Report. He said during the process of reviewing the rezoning at the northeast corner of Laurel Road and Clemson Drive from the C-G General Commercial District to the R-L Low Density Residential District, the Planning & Zoning Committee of City Council will be revisiting the current zoning in several areas of the city.

MR. ROCHA MOTIONED TO ADJOURN THE MEETING.

Mr. Fitzgerald seconded the motion. The vote was 5 Ayes 0 Nays.

The meeting was adjourned at 9:05 p.m.

Respectfully,

Pamela Plavecski

Brunswick City Planning Commission

April 7, 2016 – Caucus

7:00 p.m.

Joe Shirilla, Chairman
Jeff Arona, Vice Chairman
John Rocha, Recording Secretary
Pete Fitzgerald, Member
Abbas Hasan, Member
Nick Hanek, Council Representative
Matt Jones, Consulting City Engineer
Pamela Plavecski, Planning & Zoning Coordinator
Santo Incorvaia, Assistant Law Director

Chairman Joe Shirilla called the meeting to order at 7:07 p.m.

The first and only item was the review of the discussion site plan for Brunswick Laser Wash, 3901 Center Road (former Ponderosa site). The Commission discussed the possibility of a cross-access easement with Rite-Aid. Mr. Jones commented there may be storm water management in that area. A discussion ensued as to whether a car wash is comparable in character to either an automotive repair facility or to an automobile filling station; Mr. Arona stated he thought it was similar to an automobile filling station.

Mr. Jones noted that part of the site is located within the 75' riparian setback. He commented this property has been vacant for a long period of time and construction of the car wash will reduce the amount of hard surface area.

Councilman Hanek commented there is no benefit to Rite-Aid for a cross-easement; they may not be in favor of it. Mr. Shirilla asked if there is no easement, what does Mr. Jones recommend? He responded that a traffic study is necessary, as left-hand turns out of the site onto Center Road will be difficult.

Mr. Shirilla adjourned the meeting at 7:35 p.m.

Respectfully,

Pamela Plavecski

PLANNING COMMISSION STAFF REPORT

April 7, 2016

Brunswick Laser Wash

(Discussion site plan)

Location: 3901 Center Road (former Ponderosa)
C-G District

Proposed Use & Background:

An application has been submitted to construct a 2,190 sq. ft., two-bay laser car wash on the former 1.85-acre Ponderosa site, which is now vacant land. The building will be located 75' from the Center Road front setback, which complies with the minimum 30' and maximum 75' setback required by Section 1260.05(a)(1) and (a)(2)(A). The new facility is located 108.33' from the west (side) property line adjacent to Cross Creek Center; and 63' from the east (side) property line adjacent to Wonder Years daycare center. The building is located 213' from the rear property line abutting the Cross Creek Apartments in the R-M Medium Density Residential District, which meets the minimum 100' setback required by Section 1274.08(a) for structures and activity areas, and 50' setback from a residential district or use required by Section 1260.05(c).

As noted on the site plan, there is stacking room for a minimum of 28 cars, in compliance with the minimum 130' required by Section 1276.10(j). A ground sign is proposed near the eastern drive on Center Road.

The length of the building is 52'; therefore, it is not subject to the projections and recesses required by Section 1260.07(a) for street facades having a minimum length of 60'. The majority of the car wash will be constructed with brick veneer. On the lower portion of the south elevation facing Center Road, there are accents of one row of soldier course brick bordered at the bottom with two to four rows of double-scored block in "Northern Rose". In addition to the above materials, the west elevation will have three 6'8" x 6' storefront windows. The roof will use asphalt shingles in "Colonial Slate" with two gabled dormers incorporating white louver vents.

Staff Review Comments:

1. As a car wash is not a principally permitted or conditionally permitted use in the C-G District, the applicant is seeking a comparable use determination to an automobile repair facility, which is conditionally permitted in that district, pursuant to Section 1260.04(k), subject to Sections 1274.08(a), (d), (f), and (g). The Planning Commission, with the approval of City Council, shall have the power to permit any use comparable in character to any of the specified uses listed under principally permitted uses, permitted accessory uses, or conditionally permitted uses of any district, in accordance with Section 1280.01(b) of the Zoning Code.

2. Sixteen (16) parking lot spaces, including one van-accessible handicap space, will be provided, which exceeds the maximum of 8 spaces permitted by Table 1276-1(d)(7). Indicate the location of the parking spaces on the site plan.
3. Identify the use of the future 864 sq. ft. (24' x 36') outbuilding located at the northwest corner of the site. Section 1274.08(a) requires all structures and activity areas to be located at least 100' from a residential district or from a multi-family property line.
4. Provide the width at the curb and right-of-way for the entrance and exit driveways on Center Road; Table 1276-4 requires a minimum width of 30' at the curb and 20' at the right-of-way. The City Engineer recommends narrowing the width of the eastern entrance drive to allow for one-way-in traffic only, in order to discourage traffic from exiting at that location.
5. Provide details of the fence that will be installed in the northern portion of the site behind the car wash; Section 1464.04(a) permits a maximum height of 6'. The 18' wide gate complies with the minimum 40" (3'4") width required by the above section. Pursuant to Section 1464.03 of the Codified Ordinances, any fence constructed in the City shall be built with masonry, concrete, steel, wood, aluminum, or plastic of any type.
6. The detailed site plan shall include a 5' wide parking perimeter screening strip along the southeast property line, pursuant to Section 1282.08(a), and along the perimeter of any parking spaces that will abut the west and east property lines.
7. Section 1282.06(e) requires when any commercial use abuts a public or private right-of-way, 10% of the total front yard area not used for parking or circulation, shall be landscaped with trees, shrubs, planting beds, and/or perennial borders and beds in a design selected by the owner. This landscaping is in addition parking lot interior landscaping by Section 1282.06(b).
8. The detailed site plan shall indicate the amount of interior landscaping; pursuant to Section 1282.06(b), a minimum of 160 sq. ft. shall be provided.
9. A photometrics plan shall be submitted with the detailed site plan; a minimum lighting level of 0.6 footcandle is required for parking and pedestrian areas, in accordance with Section 1276.14(a).
10. A color rendering of the building shall be provided.
11. As there is currently a "Brunswick Laser Wash" located at the Laurel Pointe Shopping Center, 1856 Pearl Road, staff suggests a different name to avoid confusion for city safety forces.
12. The City Engineer recommends a traffic study to be performed.
13. Explore the possibility of a cross-access easement to Rite-Aid in order to provide access to the traffic light at the intersection of Hadcock and Center Roads, as it will be difficult to make a left-hand turn out of the Brunswick Laser Wash site.
14. Indicate the flood plain and riparian zone on the site plan.
15. Provide the location of the directional signs.
16. Add roof accents (dormers) on the north elevation that are similar to the south elevation in order to break up the expanse of roofline.
17. Verify if any service will be required for the vacuum islands in connection to the main building, i.e. coin change machine; if so, pedestrian access will be required, pursuant to Section 1278.09(d).

Staff Recommendations:

Staff recommends moving the discussion plan to a detailed site plan, provided the above items are addressed, and subject to City Council approval of a comparable use.

THE CITY OF BRUNSWICK
PROPOSED MOTION



DATE: 05/09/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Anthony J. Bales, City Manager

COPY: Mayor Ron Falconi

MOTION: Request a motion to allow city manager to enter into MOU with City of Cleveland for operational assistance for RNC.

BACKGROUND: The City of Cleveland has been selected to host the 2016 Republican National Convention (RNC) during the week of July 18, 2016. The RNC has been designated as a National Special Security Event (NSSE) and as such the United States Secret Service is the authorized lead agency for the design and implementation of the operational security plan for the RNC. However, the City of Cleveland Division of Police is responsible for coordinating the local law enforcement efforts for the RNC and has requested assistance from law enforcement officers from all levels of government throughout the State of Ohio. Participating law enforcement agencies are required to enter into a Memorandum of Understanding with the City of Cleveland to establish the terms of their participation.

PURPOSE AND EXPLANATION: This MOU will allow the City of Brunswick Division of Police tactical members (sniper and bomb technician) to provide operational assistance in providing security for the RNC and receive reimbursement for applicable costs associated with the provision of these services.

IMPLEMENTATION SCHEDULE:

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: To assist in their efforts the City of Cleveland has received federal grants to help defray the costs of providing safety and security during the RNC. Law enforcement agencies entering into a MOU with the City of Cleveland will be considered sub recipients of the federal grants and are eligible for reimbursement for personnel and other costs.

Future budget amendments to match the grant award and approved activity would be required pursuant to State Law, grant requirements, and Auditor of State Requirements. Budget Amendments to be prepared and presented at a later date when more information is known. Budget Amendments expected to occur in the Department of Justice Fund #129.

RECOMMENDED

ACTION:

Staff recommends approval of the motion to authorize the City Manager to enter into the emorandum of Understanding.

**ADDITIONAL
INFORMATION:**

**INTERGOVERNMENTAL COOPERATIVE/MUTUAL AID AGREEMENT
FOR
OPERATIONAL ASSISTANCE IN PROVIDING SECURITY FOR
THE 2016 REPUBLICAN NATIONAL CONVENTION
IN CLEVELAND, OHIO**

THIS INTERGOVERNMENTAL COOPERATIVE/MUTUAL AID AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 20____, ("Effective Date"), by and between the CITY OF CLEVELAND, ("City"), a municipal corporation of the State of Ohio, through its Director of the Department of Public Safety, and _____, ("Agency"), a political subdivision or agency of the city/county of _____ and State of _____, through its authorized representative.

RECITALS

WHEREAS, the City of Cleveland, Ohio, has been selected to host the 2016 Republican National Convention (RNC) during the week of July 18, 2016; and

WHEREAS, the RNC has been designated a National Special Security Event (NSSE) due to the event's significance to the United States and the inherent challenge of ensuring the safety and security of all event participants; and

WHEREAS, pursuant to this NSSE classification, the United States Secret Service is the authorized lead for the design and implementation of the official operational security plan pertaining to the RNC; and

WHEREAS, the City of Cleveland through its Division of Police (CDP) in the Department of Public Safety is responsible for coordinating local law enforcement efforts for the RNC; and

WHEREAS, the RNC is expected to attract in excess of 50,000 visitors that will include persons who will engage in their constitutional rights of free speech; and

WHEREAS, the City of Cleveland has applied or will apply to the United States Department of Justice for a federal grant to help defray the expense of providing a secure venue for the RNC delegates and for ensuring the opportunity for the lawful exercise of constitutional rights by all persons; and

WHEREAS, law enforcement officers from all levels of government throughout the State of Ohio and in other states will be needed to provide law enforcement services for the event; and

WHEREAS, law enforcement agencies providing personnel for the RNC are considered to be subrecipients of the federal grant and eligible for reimbursement for personnel and other costs subject to the terms of both this Agreement and the grant; and

WHEREAS, Ohio Revised Code §737.04 provides authority for a municipal corporation to enter into agreements to obtain additional police protection from a municipal corporation,

township, township police districts, joint police districts, county sheriffs, park districts, or port authorities; and

WHEREAS, Ohio Revised Code §9.482 provides authority for a political subdivision, upon authorization of its legislature, to enter into an agreement with another political subdivision to render services for the political subdivision that the other political subdivision is otherwise legally authorized to perform or render; and

WHEREAS, Ohio Revised Code §5502.41 provides for the Ohio Mutual Aid Compact to complement existing mutual aid agreements to allow a political subdivision to request assistance with planned events such as the RNC and receive assistance from any other political subdivision in the state; and

WHEREAS, Ohio Revised Code §5502.29 permits an Ohio political subdivision to enter into mutual aid agreements with political subdivisions in Ohio and in neighboring states for assistance with a planned event; and

WHEREAS, at the request of the City of Cleveland, the law enforcement agency identified above in this Agreement ("Agency") is authorized to and willing to provide the assistance of law enforcement personnel and/or equipment for public safety-related aid and assistance during the RNC; and

WHEREAS, the City of Cleveland and Agency desire to outline the terms and scope of the assistance to be provided during the RNC.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein the undersigned parties agree as follows:

I. INCORPORATION OF RECITALS

The above recitals are incorporated herein by reference.

II. PARTIES

A. The various provisions and covenants of this Agreement run between the City of Cleveland ("City") and Agency, not between or among any other law enforcement agency the City of Cleveland may also have entered into or will enter into a similar cooperative or mutual aid agreement with. Nothing in this Agreement is intended to and shall not be interpreted to create any rights in any third party.

B. Agency represents that it possesses the legal authority, pursuant to proper, appropriate statute, ordinance, official motion, resolution or action passed or taken or required to enter into this Agreement.

1. The City of Cleveland is authorized to enter into this Agreement pursuant to Ordinance No. 880-14 passed by Cleveland City Council on July 16, 2014.

2. Agency certifies it is authorized to enter into this Agreement. The person or persons signing and executing this Agreement on behalf of Agency hereby represents that he/she has been fully authorized by such party to execute this Agreement on behalf of Agency and to validly and legally bind Agency to all the terms, conditions, performances and provisions herein.

C. The City of Cleveland shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Agency or the person signing the Agreement on behalf of Agency to enter into this Agreement.

III. APPLICABILITY

A. This Agreement applies to the RNC event to be held primarily in Cleveland, Ohio, and scheduled to convene July 18, 2016 and conclude on July 21, 2016, ("the actual event"), with main events to be held at Quicken Loans Arena ("the Q") in downtown Cleveland with major supporting venues to include the Cleveland Convention Center and the Renaissance Cleveland Hotel, all within walking distance of the Q. It pertains to the actual event as well as pre-event training and preparations and post-event clean up a period to commence on Sunday, July 17, 2016, at 8:00 AM for pre-event training, until concluding on Friday, July 22, 2016, at 11:59 PM (referred to as the "entire event" or the "RNC event period").

B. The actual RNC event dates may be extended by the RNC for a period exceeding the RNC event period's conclusion if it is required to complete the RNC nomination process. In such a circumstance, the Cleveland Division of Police (CDP) will notify Agency that its aid continues to be needed past the RNC event period conclusion and will provide its best estimate of the additional time period such aid will be needed. Agency will immediately advise the CDP whether or not it will continue to assist for the remainder of the extended RNC event period.

C. For activities directly connected with RNC security, this Agreement temporarily supersedes any existing mutual aid agreement or memorandum of understanding between the City of Cleveland and any of the parties hereto to the extent of any conflict between the respective agreements.

IV. REQUESTED OPERATIONAL ASSISTANCE

A. The City of Cleveland Division of Police (CDP) hereby requests the operational assistance of Agency for RNC security planning, training, execution, and pre and post-event law enforcement operations.

B. Although Agency is asked for a firm commitment of personnel, CDP recognizes that circumstances may require Agency to deviate from the committed number of officers and/or equipment. The final decision of the number of officers and equipment to be dedicated to the RNC by Agency rests solely with the Agency's sheriff or chief. However, all participating officers will be issued individual credentials and receive specialized training and instructions. Accordingly, it is important that officers committed to the RNC security assistance will be available for the entire event. CDP will continuously monitor circumstances and will release officers from RNC duty as quickly as possible.

C. Agency will, or has, advised CDP of the specific number of personnel and the type of specialized equipment, if any, Agency will commit to the RNC event. Agency may provide officers only or may provide officers and supervisors. Prior to the event, Agency will be advised of the specific assignments allocated to its personnel. Whenever practical, direct supervision of Agency's personnel will be accomplished by or through that Agency's own supervisors when such supervisors are provided. However, due to the scale of the event and the large number of assisting agencies participating, at times it is likely that supervision will occur or direction will be given by supervisors of another agency. Prior to the event, each participating officer will be aware of his or her specific

chain of command. In any case, overall control of all law enforcement activities will be the responsibility of the CDP.

D. No participating law enforcement officer will be ordered, required or requested to perform any act that would be prohibited by that officer's Agency rules and regulations. Assisting Agency personnel will, or have, receive(d) training specific to their assigned function. Issues regarding conflicts in rules and regulations or preferred response to anticipated situations should be raised during the training.

E. Pursuant to Ohio Revised Code §5502.41(F)(3), responding law enforcement officers acting pursuant to this section have the same authority to enforce the law as when acting within the territory of their regular employment. The provisions of Ohio Revised Code §5502.41(H) and Ohio Revised Code §§737.04 and 9.482 regarding police department members/employees acting outside the subdivision in which they are employed are applicable to their security assistance with the RNC event. If these statutes do not apply to Agency, Agency shall notify CDP.

V. ORGANIZATIONAL STRUCTURE

A. Agency acknowledges and agrees that at all times during any joint training sessions prior to the RNC and during the RNC event period, including deployment of any police officers (as defined below), regardless of such officer's rank or job title within the Agency, he or she shall be subject to a structure of supervision, command and control coordinated through a unified law enforcement command composed of federal, state, and local public safety personnel and following unified command principles and practices established throughout the law enforcement community.

B. The CDP is the lead local law enforcement agency associated with the RNC law enforcement. All functions and duties to be performed by the Agency's personnel under this Agreement will conform to the RNC Operational Plan with specific assignments to be communicated to the Agency by the "Commanding Officer" (as defined below) or his designee. The Agency will be provided with briefings from the CDP, as necessary, regarding its assignments.

C. For purposes of the RNC event, the CDP's "Commanding Officer" will be City of Cleveland Division of Police Chief Calvin Williams.

D. Agency officers performing services pursuant to this Agreement will abide by applicable CDP policies, which will be provided to it in one or more RNC event information and training packets ("RNC Preparatory Materials") prior to the RNC event. Agency shall disseminate the RNC Preparatory Materials to its officer providing services hereunder. In the event of a conflict between the Agency's policies and CDP's applicable policies, Agency agrees to follow CDP policies with respect to any RNC event services provided hereunder and shall instruct its officers to do likewise. By signing this Agreement, Agency certifies that all officers provided hereunder are or will be trained on the provided CDP policies before the RNC event.

E. Nothing in this Agreement shall affect the statutory or common law authority of the parties or their personnel, nor shall this Agreement limit or enhance the respective liabilities and immunities of the parties. Responsibility for the conduct of Agency personnel, both personally and professionally, shall remain with the Agency.

VI. AGENCY RESPONSIBILITIES

Agency agrees to the following terms in preparation for and during and following the RNC event:

A. Upon reasonable advance notice from CDP, Agency's officers being deployed at the RNC event shall participate in RNC event training activities that are coordinated or conducted by Agency and the CDP or its designee. For purposes of this Agreement, training activities will include RNC Preparatory Materials and in-person training on Sunday, July 17, 2016 beginning at 8 AM, for all Agency officers providing services during the RNC event period; and

B. Upon reasonable advance written notification from the CDP to the Agency, each Agency officer deployed at the RNC event shall provide services assigned by the CDP during the RNC event period; and

C. At the request of the CDP, each Agency officer shall participate in and/or provide information to and otherwise cooperate with the CDP in any "after action activities" following the conclusion of the RNC event period. This may include debriefings of information and experiences, completion of surveys and questionnaires and assisting and/or participating in any civil and/or criminal legal proceedings.

D. The Agency agrees to cooperate with and provide the City of Cleveland with any other information reasonably requested by the City and that the City deems necessary to facilitate and enable compliance with the terms and conditions contained in this Agreement and grant requirements.

E. The Agency designates the following contacts for operational and administrative purposes under this Agreement:

AGENCY NAME: _____

[List Names, Titles, Contact Information]

[Responsibilities]

_____	_____
_____	_____
_____	_____

F. The names of all officers to be provided by the Agency for the RNC event purposes shall be sent to the CDP in written form upon execution of this Agreement and prior to providing any RNC event services hereunder.

G. Each of the officers provided by the Agency shall meet one of the following criteria (as applicable to the particular Agency):

1. Agency located in the State of Ohio shall ensure all officers provided are OPOTA certified in accordance with all applicable Ohio statutes, rules and regulations.

2. Non-Ohio Agency shall ensure that its officers providing assistance under this Agreement are duly licensed or certified by the authority of the state in which the officer's appointing authority is located. Statutory certification requirements for Agency's officers shall be provided to the CDP with the list of all Agency officers providing RNC services.

H. In addition to the certification/licensure for officers set forth above, Agency agrees that each of the officers provided shall also meet all of the following criteria:

1. Each officer shall by reason of experience, training and physical fitness be capable of performing the duties anticipated to be required by the CDP during the RNC event; and

2. Each officer shall have been employed as a licensed police officer for a minimum of two (2) years in the United States; and

3. Each of the officers provided for the RNC event are officers in good standing with the Agency. Throughout the term of this Agreement, the Agency shall promptly notify the CDP in the event that any officer is no longer an officer in good standing with the Agency; and

4. No officer being provided has been the subject of a lawsuit where the officer has been sued in an individual capacity, or pending and/or sustained Agency internal affairs investigations during the past ten (10) years, where such lawsuit or investigation involves allegations of first amendment violation or allegations of excessive/unnecessary/unreasonable use of force, improper conduct or conduct unbecoming of a licensed law enforcement officer.

I. Unless otherwise provided or requested by the CDP, each of the officers being provided shall be equipped and or supplied by Agency at Agency's own expense, with a seasonally appropriate patrol uniform and equipment, including but not limited to service belts with Agency radio equipment, service weapon and personal soft ballistic body armor as required to be worn by the officer while on duty for the Agency. A complete sanctioned uniform and authorized equipment list will be provided to Agency as part of the RNC event Preparatory Materials. If the Agency intends to send any equipment, gear, service weapons or munitions with its officers that are not included in the CDP sanctioned list, it shall notify the CDP in writing not later than July 11, 2016, and must obtain the CDP's written consent prior to its use by an Agency officer during the RNC event period.

J. Agency acknowledges and agrees that at any time during the term of this Agreement the CDP has the sole discretion to decline to accept and/or use an officer without cause or explanation.

K. Agency will exercise its best efforts to assist with the RNC event. However, the parties recognize that resource availability requires Agency to exercise its best judgment in prioritizing and responding to the public safety needs of its own jurisdiction, which may also include the RNC event. That prioritization decision belongs solely to Agency and Agency may recall its officers when Agency so determines it is in its best interest to do so. Agency shall follow the termination procedures set forth in Section XVIII of this Agreement in the event a decision to recall its assistance is made.

L. Except as set forth in this Agreement, Agency shall be responsible for all costs associated with providing officer assistance that are not assumed by City as stated in this Agreement and authorized in writing.

VII. CITY OF CLEVELAND RESPONSIBILITIES

In addition to its lead local law enforcement planning responsibilities for the RNC event, the City of Cleveland agrees to the following:

A. City will provide RNC event training for participating Agency officers, including the provision of RNC event Preparatory Materials for review and in-person training by Agency.

B. City will provide lodging and food for Agency officers performing services under this Agreement. The CDP shall provide lodging and food location assignments to Agency officers in writing prior to the RNC event period.

C. City shall cover approved personnel and transportation expenses of officers providing services during the RNC event period. Agency's estimate of allowable expenses will be itemized on a form or forms, which have been provided to Agency prior to execution of this Agreement. The

compensation to Agency for officer services pursuant to this Agreement has been based on this estimate as approved by City, and may not exceed the approved estimate amount unless approved by the City's Director of Public Safety. Agency's approved estimate amount is incorporated into this Agreement by reference as if fully rewritten herein. Agency agrees that all actual payments in an amount equal or less than this amount shall be based on itemized invoices provided to City after the RNC event for services actually provided according to the Payment Terms provided to Agency as part of the RNC Preparatory Materials. Any authorized meals purchased by participating law enforcement personnel outside those provided by City, must not exceed federal 2016 per diem rates for Cuyahoga County. Reimbursement for vehicle mileage cannot exceed the federal 2016 standard mileage rate for cars, trucks and vans. City will only reimburse for mileage to and from Cleveland and not for use of any vehicle during the RNC event period. No other transportation costs will be paid to Agency except upon approval of the City's Director of Public Safety.

VIII. FEDERAL GRANT REQUIREMENTS

A. The United States Bureau of Justice Assistance grant ("the grant") is the primary source of funding for RNC Security operations. All law enforcement agencies providing personnel and equipment in support of RNC security are considered subrecipients under the grant and subject to certain Special conditions specified in the grant. The applicable grant is incorporated into this Agreement by reference as if fully rewritten herein. Except for conditions which by their nature apply exclusively to the grant recipient (City of Cleveland), subrecipients must scrupulously adhere to the requirements of the Special conditions.

1. Although all the Special conditions are material to this Agreement, among the most significant for subrecipients that are or may be included in the grant are:

a) Equal Employment Opportunity Plan (EEO) requirements – Agencies expecting to be reimbursed for expenses exceeding \$25,000 and which have 50 or more employees must have an EEO and make the appropriate certification.

b) Duty to report fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

c) All grant drawdowns are reimbursement-only basis.

d) No supplanting of local or state funds.

2. As Primary grant recipient the City of Cleveland is obligated to ensure the compliance of all subrecipients with all applicable Special Conditions.

3. Once the grant is obtained by City, City will provide the grant Special Conditions to Agency or direct Agency to the website for Agency to obtain it on-line.

IX. CERTIFICATION OF NON-SUPPLANTING

By execution of this Agreement, all participating agencies certify that grant funds received pursuant to this Agreement will not be used to supplant local and/or state funds.

X. FINAL PAYMENT TERMS

A. Agency shall only be paid for the necessary costs of participating in RNC event-related activities during the RNC event period, and any approved "after action activities" related thereto.

B. Subject to the terms of the Agreement and the prior written approval of the City of Cleveland, the City of Cleveland agrees to provide payment to the Agency for each officer whose services are actually used by the CDP during the RNC event period.

C. Unless otherwise agreed to in writing by the City of Cleveland, the City of Cleveland shall only provide reimbursement to the Agency for Personnel Costs if the Agency officer completed the CDP's required training and 1) participated in the RNC event or 2) was ready, willing, available and physically present in the City of Cleveland or Cuyahoga County to participate in the RNC event as required by the CDP hereunder despite the officer not having actually participated in the RNC event.

D. In the event the Agency fails to comply with any terms or conditions of this Agreement or to provide in any manner the work or services as agreed to herein, the City of Cleveland reserves the right to withhold any available payment until the City is satisfied that corrective action has been taken or completed. This option is in addition to and not in lieu of the City's right of termination as provided in this Agreement.

XI. REIMBURSEMENT OF PERSONNEL COSTS

A. The City of Cleveland will reimburse assisting agencies for specified personnel expenses in conformance with the requirements of the federal RNC grant. Because of the strict non-supplanting rule, agencies must request reimbursement of personnel costs based upon one of the following Models:

1. Assisting agencies that do not have traditional jurisdiction in the City of Cleveland may request reimbursement of salary costs for all hours assigned and worked by their personnel as RNC security (both straight time and overtime); or

2. Agencies having traditional jurisdiction inside the City of Cleveland may request reimbursement of salary costs for all overtime hours assigned and worked by their personnel as RNC security.

"Salary costs" include straight time or overtime at the hourly rate of the officer assigned plus Medicare and FICA rates applicable in 2016, and the Agency's actual pension contributions. No other fringe benefits will be reimbursed.

"Personnel" means sworn certified law enforcement officers and supervisors of any rank who are assigned and present in support of the RNC mission. "Hours assigned and worked" means the actual scheduled hours assigned to each officer in support of the RNC mission and actually worked by the officer during the event.

B. Agencies having traditional jurisdiction in the City of Cleveland will absorb all costs for their own assigned personnel for the first forty (40) hours of the respective officer's work week during the RNC. Overtime personnel costs for hours worked beyond forty (40) hours during the RNC will be reimbursed to those agencies pursuant to the terms (specifically Model 2 above) contained herein.

C. All assisting agencies will be provided with a form or forms for collecting data necessary for reimbursement. One of these forms is attached as Appendix 2 to be used for reimbursement of salary costs of participating Agency officers. The forms and supporting documentation should be completed by Agency and returned to the City of Cleveland administrator specified on the form no later than September 1, 2016. The City of Cleveland will make every effort to process the forms and remit payment within forty-five (45) days of receipt of the reimbursement request, fully-completed

forms, and supporting documentation. Administrative costs including planning and fiscal functions will not be reimbursed.

D. Agency must provide payroll verification documentation, certify the accuracy of the reimbursement request, and maintain all supporting documentation for a minimum of seven (7) years. Agency specifically agrees to cooperate with any required audit relating to the federal RNC grant and further agrees to reimburse the federal government for any payments received which are subsequently deemed ineligible by any future City of Cleveland or federal audit.

E. Officers from Agency will be housed and fed under arrangements made by, and directly paid for by, the City of Cleveland. Accordingly, no housing costs or per diem will be paid to Agency. Exceptions to this policy may be made for officers who are required to arrive in the Cleveland area prior to the effective date of housing and feeding arrangements.

F. Depending on the availability of funding, if agency's personnel participate in extensive (more than 40 hours) training, Agency may apply for reimbursement of salary costs incurred on an overtime basis for RNC specific training.

XII. LIABILITY INSURANCE

A. The City of Cleveland will obtain a law enforcement liability insurance policy with a coverage limit of Ten Million Dollars (\$10,000,000) insuring Agency as well as all other assisting law enforcement agencies, and all participating law enforcement personnel in their individual capacities while acting within the scope of their employment, against job-related liability claims including torts and constitutional allegations unless the assisting Agency or law enforcement personnel acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. Legal defense of claims and all claims processing will be provided by the City of Cleveland or by the insurer. The City of Cleveland shall have the exclusive right to negotiate and settle claims within policy or retention limits.

B. All assisting agencies agree to cooperate fully in the processing of liability claims to include, without limitation, forwarding to the City of Cleveland or otherwise providing effective notice of all claims or notice of events foreseeably resulting in a claim, providing documents or other potential evidence and ensuring the availability of employees for deposition and trial.

C. Nothing in this Agreement shall be interpreted as waiving or modifying the provisions of Ohio Revised Code Chapter 2744.

XIII. MUTUAL RESPONSIBILITY

A. Each party agrees that it will be responsible for its own acts and/or omissions and those of its officials, employees, representatives and agents in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party and the results thereof.

B. Neither party can nor will indemnify or hold the other harmless nor shall anything in this Agreement be construed to constitute such.

C. The parties understand and agree that each party is relying upon, and has not waived, any rights, defenses, immunities and protections provided by Ohio law or any common-law immunity or limitation of liability, all of which are hereby reserved by the parties hereto.

D. Notwithstanding the foregoing, nothing contained in this Section shall waive, nor shall it be construed to waive, any rights and benefits either party has with regard to its status under the insurance coverage described in Section XII of this Agreement.

XIV. WORKERS' COMPENSATION

Agency hereby certifies that it maintains insurance, self-insurance or coverage equivalent to the Ohio Workers' Compensation. In the event its employee pursues a claim in his or her home jurisdiction, the Agency shall be responsible for all liability and loss related to the claim.

XV. TERM

This Agreement shall be effective upon complete execution of this Agreement by Agency and the City of Cleveland. All operational assistance commitments will cease with the release of Agency's respective personnel from RNC security duty. Covenants and responsibilities articulated herein which are necessarily ongoing in nature including, without limitation, financial obligations and records retention requirements, shall survive and remain effective following termination of the operational assistance commitment.

XVI. MODIFICATIONS

The terms of this Agreement may be modified at any time by written consent of the parties. Modifications to Agreement shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each party.

XVII. MUTUAL BENEFITS TO PARTIES – CONSIDERATION

Other than the items set forth in Section VII, further consideration for this Agreement shall be non-monetary and shall consist of enhanced public safety and improved law enforcement activity in the Cleveland, Ohio area in preparation for, and during the RNC event, and other mutual benefits through the cooperative efforts of the parties to this Agreement.

XVIII. TERMINATION

A. The City of Cleveland may terminate this Agreement without penalty based on the occurrence of any of the following events:

1. Cancellation of the RNC event; or
2. If the City of Cleveland is unable to purchase and provide the insurance coverage described in Section XII of this Agreement in a timely manner; or
3. Failure of the Agency to comply with or perform any material term, condition or obligation contained in this Agreement and failure to cure such default within seven (7) calendar days after the City of Cleveland provides Agency with written notice of such failure.
4. If the City of Cleveland is unable to obtain the United States Bureau of Justice Assistance grant referenced in Article VIII of this Agreement.

B. Agency may terminate this Agreement without penalty based on the occurrence of any of the following events:

1. Cancellation of the RNC event; or

2. If the City of Cleveland is unable to or fails to purchase and provide the insurance coverage described in Section XII of this Agreement in a timely manner; or

3. The Agency determines it does not have the resources available to participate in the RNC event; or

4. Failure of the City of Cleveland to comply with or perform any material term, condition or obligation contained in this Agreement and failure to cure such default within seven (7) calendar days after the Agency provides the City of Cleveland with written notice of such failure.

5. If the City of Cleveland is unable to obtain the United States Bureau of Justice Assistance grant referenced in Article VIII of this Agreement.

XIX. NOTIFICATION

Notices concerning the termination of this Agreement, alleged or actual violations of the terms or conditions of this Agreement, and any and all other notices that may or should be given to either party under this Agreement will be made to each party as follows:

City of Cleveland: Chief of Police, Cleveland Division of Police, 1300 Ontario Avenue, 9th Floor, Cleveland, Ohio 44113; with a copy to Law Director, Department of Law, City of Cleveland, 601 Lakeside Avenue, Room 601, Cleveland, Ohio 44114.

Agency: _____

XX. RECORDS AND DISSEMINATION OF INFORMATION

A. Agency agrees to provide prior notice to the City of Cleveland of any request for and/or release, transmission, or disclosure of information associated with or generated as a result of the work performed under this Agreement.

B. In the event of the need for personnel or other records in criminal and/or civil proceedings, the Agency agrees to provide such records as requested.

XXI. INDEPENDENT CONTRACTOR

A. It is not intended, nor shall it be construed, that any party or any officer, employee, or agent of the Agency is an officer, employee, loaned employee, or agent of the City for purposes of unemployment compensation, workers' compensation, governmental immunity, civil rights, or for any purpose whatsoever. Nothing contained in this Agreement shall be construed so as to find the Agency or its employees to be employees of the City of Cleveland, and the Agency's employees shall be entitled to none of the rights, privileges, or benefits of City of Cleveland employees.

B. Except to the extent covered by the insurance policy acquired by the City as referenced in Section XII and the "not to exceed" compensation amount described in Section VII, Agency acknowledges that it remains fully responsible for any and all obligations as the employer of its personnel assigned to the RNC Event period including, but not limited to, responsibility for the payment of the earnings, overtime earnings, withholdings, insurance coverage, workers' compensation, death benefits, medical and legal indemnity where appropriate, and all other requirements by law, regulations, ordinance or contract.

C. To the extent an Agency employee individually pursues a third party action and the third party or any other party joins the City as a party to that action:

1. The City shall be immune from subrogation claims pursuant to the exclusive remedy provisions of Ohio's Worker's Compensation Act and/or Agency's state Worker's Compensation Act;

D. The City shall refer disciplinary matters involving Agency employees to the employing Agency for an investigation that may be jointly conducted by the CDP and the Agency unless, based on the judgment of the City, that a particular matter represents probable cause for the issuance of a criminal complaint, in which case the matter shall be referred directly to an external law enforcement Agency for investigation with appropriate notice to the Agency.

XXII. GOVERNING LAW; COMPLIANCE WITH LAWS

A. Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with Ohio law and applicable federal law. Any action arising from this Agreement shall be brought and maintained in a state or federal court in Cuyahoga County, Ohio, which shall have exclusive jurisdiction of such action. No legal or equitable rights of the parties shall be limited by this Section.

B. Both the City of Cleveland and the Agency agree to comply with applicable federal, Ohio, and City of Cleveland laws or ordinances.

XXIII. MISCELLANEOUS

A. The captions and headings set forth in this Agreement are for convenience of reference only, and shall not be construed as defining or limiting the terms and provisions in this Agreement.

B. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Ohio or the Charter of the City of Cleveland, the validity of the remaining portions or provisions shall not be affected, and the rights and obligation of the Agency shall be construed and enforced as if the Agreement did not contain the particular part, term or provision.

C. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date specified.

CITY OF CLEVELAND

Michael McGrath, Director
Department of Public Safety

Date: _____

Calvin Williams, Chief

ASSISTING AGENCY:

Print Name of Agency

Mayor or County Executive – [Signature]

Print Name and Title

Date: _____

Chief of Police or Sheriff – [Signature]

Division of Police

Date: _____

Print Name and Title

Date: _____

Approved as to form and correctness:

CITY OF CLEVELAND
BARBARA LANGHENRY, DIRECTOR OF LAW

AGENCY _____
LEGAL COUNSEL _____

By: _____

By: _____

Date: _____

Date: _____

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 05/09/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Anthony J. Bales, City Manager

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO 31-16** - An emergency resolution of intent to appropriate a 1.3 acre non-exclusive, perpetual access/utility easement from and through portions of property owned by Centro NP Brunswick Town Center LLC identified AS PPNs 003-18D-04-014,--318D-04-020 and 003-18D-04-021, to provide access and utility service to property owned by the City of Brunswick (PPN 003-003-18D-04-024) - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

BACKGROUND: Over \$40,000,000 of development is planned on the 18.2 acres of City-owned property at the southern end of Town Center Boulevard, to include a hotel, assisted living facility and apartments. In order to facilitate the sale of the land and the aforementioned development a 1.3 acre non-exclusive perpetual easement is required through the property known as Brunswick Town Center and owned by Centro NP Brunswick Town Center LLC (aka Brixmor Property Group) in order to provide access and utility service to the property to be developed.

**PURPOSE AND
EXPLANATION:**

Per the terms of the Purchase Agreement between the City and McKinley Development, the sale of the subject property was scheduled to close on May 1, 2016. The terms include a total purchase price of \$1,825,000, with \$1,210,000 to be paid to the City upon closing on the property designated for an assisted living facility and hotel, and the remaining \$425,000 to be paid to the City upon closing on the property designated for apartments.

As a direct and proximate result of Brixmor's lengthy and unreasonable delay in finalizing the proposed Access and Utility Easement Agreement, which has been previously agreed upon for in principle for \$140,000, the City and McKinley are incurring substantial damages and extra expense.

Consequently, this Resolution would declare the necessity and intent to appropriate the 1.3 acre non-exclusive perpetual access and utility easement through the property known as Brunswick Town Center and owned by Centro NP Brunswick Town Center LLC (aka Brixmor Property Group) in order to provide immediate access and utility service to the property to be developed.

**IMPLEMENTATION
SCHEDULE:**

**FINANCIAL
INFORMATION:**

**FINANCIAL
SUMMARY:**

**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?
Staff recommends approval as an emergency measure with suspension of the rules in order to protect the health, safety and general welfare of the City by enabling the timely sale of the property and its development.

**ADDITIONAL
INFORMATION:**

CENTER RD. (S.R. 303)



AREA = 1.2 AC.

SCALE: 1" = 120'

AREA = 0.1 AC.

BRUNSWICK LAKE
PARKWAY

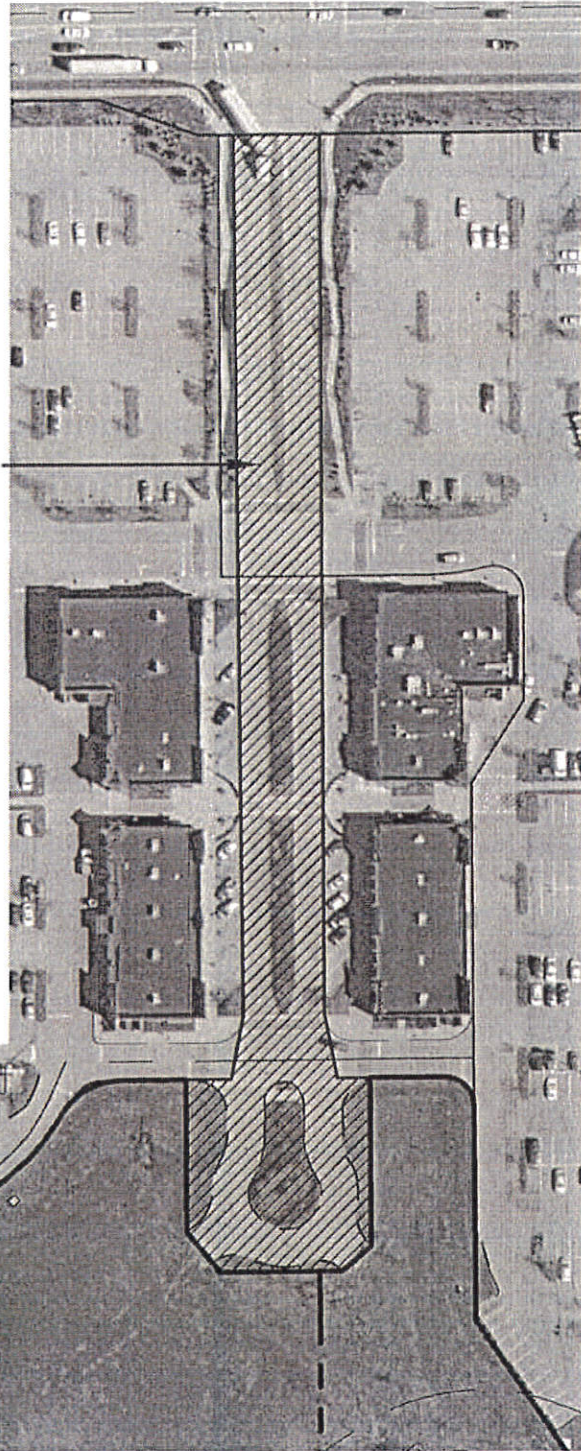


EXHIBIT "A"

PREPARED BY:

GBC DESIGN, INC.

565 White Pond Dr. Akron, OH 44320-1123
Phone 330-836-0228 Fax 330-836-5782

DATE: MAY 5, 2016

PROJECT No. 45153C

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 31-16

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION OF INTENT TO APPROPRIATE A 1.3 ACRE NON-EXCLUSIVE, PERPETUAL ACCESS/UTILITY EASEMENT FROM AND THROUGH PORTIONS OF PROPERTY OWNED BY CENTRO NP BRUNSWICK TOWN CENTER LLC IDENTIFIED AS PPNs 003-18D-04-014, 003-18D-04-020 AND 003-18D-04-021, TO PROVIDE ACCESS AND UTILITY SERVICE TO PROPERTY OWNED BY THE CITY OF BRUNSWICK (PPN 003-18D-04-024).

WHEREAS: The City of Brunswick has determined the necessity to obtain a 1.3 acre non-exclusive perpetual access/utility easement in the above-described property owned by Centro NP Brunswick Town Center LLC, as shown on Exhibit "A" attached hereto, to provide access and utility service to property owned by the City of Brunswick (PPN 003-18D-04-024).

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

SECTION 1: That pursuant to Ohio law, this Council hereby declares the necessity and intent to appropriate a 1.3 acre non-exclusive, perpetual access/utility easement, as shown on Exhibit "A" attached hereto, from and through portions of property owned by Centro NP Brunswick Town Center LLC known as Town Center Boulevard identified as PPNs 003-18D-04-014, 003-18D-04-020 and 003-18D-04-021, to provide access to property owned by the City of Brunswick (003-18D-04-024).

SECTION 2: That the City Manager is hereby authorized and directed to cause notice of adoption of this Resolution to be given to any owner or person of interest of the above-described property and said notice shall be served upon such person or duly authorized agent by the City Manager, and such service of notice shall be made in the manner provided for service and return of summons in civil actions pursuant to the Ohio Revised Code.

SECTION 3: That this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, welfare and safety of the City and for the additional purpose to allow for immediate access and utility service to property owned by the City of Brunswick. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes.

PASSED: 1st Reading_____

RULES SUSPENDED: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Barbara J. Ortiz, CMC

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 05/09/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Anthony J. Bales, City Manager
Paul Barnett, Public Service Director

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 32-16** - An emergency resolution authorizing the City Manager to exercise an eight (8) month renewal option of the residential solid waste collection and disposal - **1st Reading** (To be brought form Committee-of-the-Whole, *Administration/Paul Barnett*)

BACKGROUND: On July 27, 2009, City Council adopted Resolution No 85-09, which authorized the City Manager/Safety Director to enter into a five (5) year agreement with Browning Ferris of Ohio, Inc., a subsidiary of Republic Services, Inc., for residential waste collection and disposal in the City. On April 14, 2014, City Council adopted resolution 20-14 allowing for an extension of the agreement for two (2) years. The terms of the agreement will expire on July 31, 2016.

PURPOSE AND EXPLANATION: This Ordinance would authorize an eight (8) month extension in order for the City to continue its consideration of waste collection and disposal options, including the ongoing work of the MC-18 Workgroup that is considering a new solid waste plan and alternatives such as the proposed "waste mall" concept. There will remain an option by the City to extend an additional two (2) years and four (4) months.

IMPLEMENTATION SCHEDULE:

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The current per unit prices would remain, subject to adjustments for disposal cost increases and fluctuations in fuel prices, per the terms of the existing agreement.

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?

Staff is requesting emergency consideration for the health, safety and general welfare of the city so that refuse services can continue uninterrupted.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 32-16

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO EXERCISE AN EIGHT (8) MONTH RENEWAL OPTION OF THE RESIDENTIAL SOLID WASTE COLLECTION AND DISPOSAL AGREEMENT.

WHEREAS: On July 27, 2009, City Council adopted Resolution No. 85-09, which authorized the City Manager to enter into a five (5) year agreement (the "Agreement") with Browning Ferris Industries of Ohio, Inc., a subsidiary of Republic Services, Inc. ("Browning Ferris"), for residential waste collection and disposal in the City;

WHEREAS: The initial term of the Agreement expired on July 31, 2014;

WHEREAS: Pursuant to the terms of Article XII of the Agreement, the City has the option of extending the Agreement for up to five (5) years;

WHEREAS: On April 14, 2014, City Council adopted Resolution No. 20-14 which extended the Agreement for a period of two (2) years from August 1, 2014 up to and including July 31, 2016, at current per unit prices allowing only for adjustments for disposal cost increases and/or fluctuations in fuel prices as per the terms of the Agreement;

WHEREAS: The City is desirous of extending the term of the Agreement for a period of eight (8) months from August 1, 2016 up to and including March 31, 2017, at current per unit prices allowing only for adjustments for disposal cost increases and/or fluctuations in fuel prices as per the terms of the Agreement; and

WHEREAS: Per the terms of the Agreement, the City retains the option to extend the term of the Agreement by an additional two (2) years and four (4) months.

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

SECTION 1: That the City Manager, upon approval of the Law Director, is hereby authorized and directed to exercise the City's option to extend the term of the Agreement for a period of eight (8) months from August 1, 2016 up to and including March 31, 2017, at current per unit prices allowing only for adjustments for disposal cost increases and/or fluctuations in fuel prices as per the terms of the Agreement.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, welfare, and safety and for the additional reason to ensure that refuse services continue without interruption. 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

Barb Ortiz

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 05/09/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Anthony J. Bales, City Manager
Matt Jones, Engineer

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 33-16** - An emergency resolution authorizing the City Manager and City Engineer to submit a Community Development Block Grant application for the Judita Drive Reconstruction Phase 2 Project - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Matt Jones*)

BACKGROUND: The Medina County Board of Commissioners has received \$238,000 in funding through Ohio's Community Development Block Grant (CDBG) Program. The City of Brunswick is eligible to apply for project funding through this Program provided that the project eliminates slum and blight conditions or provides direct benefit to:

1. low-to-moderate income (LMI) residents;
2. disabled residents (ADA compliance/accommodations); or
3. elderly residents.

PURPOSE AND EXPLANATION: The Resolution would authorize the City Manager to apply for \$73,395 in CDBG funding for the Judita Drive Reconstruction - Phase 2 Project. The project would consist of the complete removal and replacement of the concrete pavement beginning at 258 Judita Drive to a point approximately 240 feet northward ending at 244 Judita Drive. The proposed pavement section will be reinforced concrete and will exhibit integral curbs. In general, the proposed pavement will maintain the existing width and grade of the existing roadway within the project area. The project also includes the installation of underdrain, replacement of storm sewer crossovers and curb inlets, replacement of driveway aprons up to the first joint, and base repairs as needed.

IMPLEMENTATION SCHEDULE:

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The total preliminary estimate of the Judita Drive Reconstruction - Phase 2 Project is \$105,895,

which would include the \$73,395 of CDBG funds and \$32,500 of City funds from the Road Improvement Fund #333.

**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?

Staff recommends approval of the Resolution with suspension of the rules and emergency consideration as it is necessary for the immediate preservation of the public health, welfare, and safety as the Community Development Block Grant application must be submitted to the Medina County Commissioners in a timely fashion.

**ADDITIONAL
INFORMATION:**

This project meets the required objectives of the CDBG Program by principally benefiting residents in Census Tract 4164, Block Group 3. This area consists of 237 homes and an estimated population of 905 residents with 61.33% qualifying as LMI.

MAYOR
RON FALCONI

CITY OF BRUNSWICK

CITY MANAGER
ANTHONY J. BALES

COUNCIL
MICHAEL J. ABELLA, JR
ANTHONY P. CAPRETTA
NICHOLAS HANEK
PATRICIA HANEK
ALEX V. JOHNSON
BRIAN K. OUSLEY
JOSEPH SALZGEBER

May 6, 2016

Medina County Commissioners
c/o Mr. Robert Henwood
124 W. Washington Street, Suite B-4
Medina, OH 44256

RE: FY 2016 Community Development Block Grant (CDBG) Program

Dear Mr. Henwood:

Enclosed you will find the City of Brunswick's CDBG Request for Funding for Fiscal Year 2016. The City is proposing to apply for CDBG funding to complete the Judita Drive Reconstruction Phase 2 Project. This project will consist of the complete removal and replacement of the concrete pavement beginning at House Number 258 Judita Drive proceeding approximately 240 feet northward and ending at House Number 244 Judita Drive. The total preliminary estimate of the project cost is \$105,895.00; this includes \$73,395.00 of CDBG funds and \$32,500.00 of other funds. We anticipate requesting approval from Brunswick City Council at the next council meeting and will forward a copy of the resolution after that meeting.

For your review, the City's Consulting City Engineer, Matt Jones, has provided the following documents:

- Project Description
- Preliminary Estimate of Project Cost
- Judita Drive Reconstruction Phase 2 Project Map
- Judita Drive Pavement Improvement Benefit Area
- Judita Drive Census Tract Location Map

This project, located in Census Tract 4164, Block Group 3, meets the national objective of benefiting low and moderate income residents, as indicated on the enclosed location map. The service area for the project consists of 237 homes. The homes in the service area are indicative of all the homes in the census tract and are homogeneous and characteristically similar with the remainder of the block group.

Thank you for considering this project for the FY 2016 CDBG allocation. Please contact me if you have any questions or concerns.

Sincerely,


Anthony J. Bales,
City Manager

c: Grant Aungst, Community & Economic Dev. Director
Paul Barnett, Service Director
Matt Jones, Consulting City Engineer
Pam Plavecski, Planning & Zoning Coordinator



4095 CENTER ROAD - BRUNSWICK, OHIO 44212

CITY HALL PHONE: (330) 225-9144 - FAX: (330) 273-8023 - POLICE & FIRE PHONE: (330) 225-9111 - FAX: (330) 225-6002
<http://www.brunswick.oh.us>



Medina County
**Community Development Block Grant (CDBG)
Request for funding for Program Year 2016**

Applicant Entity: <u>City of Brunswick</u>	Contact Person: <u>Paul Barnett</u>
Address: <u>4095 Center Road, Brunswick, Ohio 44212</u>	
Phone: <u>(330) 558-6804</u>	Fax: <u>(330) 273-8036</u>
Email: <u>pbarnett@brunswick.oh.us</u>	

Please complete the following questionnaire about your project.

Describe the activity for which you are requesting funding: The Judita Drive Reconstruction

Phase 2 Project will consist of the complete removal and replacement of the existing concrete pavement beginning at House Number 258 Judita Drive to a point approximately 240 feet northward and ending at House Number 244 Judita Drive.

Identify the national objective and how your project will benefit that population (low-moderate income/ADA/ or slum and blight): This activity meets the national objective by principally benefiting low-to-moderate income persons. Census Tract 4164, Block Group 3; Percentage LMI: 61.33%; Population: 905. The service area consists of 237 homes. The homes in the service area are indicative of all the homes in the census tract and are homogeneous and characteristically similar with the
Identify the location of the project: remainder of the block group.

The project begins at House Number 258 Judita Drive to a point approximately 240 feet northward and ends at House Number 244 Judita Drive.

If funding is for building rehabilitation please include the following information:

Year Built: _____ Flood Plain Map Number: _____

Architect or Engineer who will be working on this project (if applicable):
Matt Jones, Consulting City Engineer, Chagrin Valley Engineering Ltd.

Total funding being requested: \$73,395.00

Are you requesting funding for this project from any other source? _____ YES X NO

If YES please identify source of funding: _____

Proposed Budget for CDBG Funding Request

Applicant: City of Brunswick

Proposed Project: Judita Drive Reconstruction Phase 2

Project Cost:

Administration Costs	\$
Operating Costs	\$
Architect/Engineering Cost*	\$ 14,500.00
Other Cost (Please Detail)	\$
Construction	\$ 69,900.00
Contingency - Construction	\$ 3,495.00
Construction Services	\$ 18,000.00
Total Project Cost	\$ 105,895.00

Project Funding:

CDBG requested funds	\$ 73,395.00
Other funding sources:	
Brunswick Road Improvement	\$ 32,500.00
Funds	\$
	\$
Total Project Cost	\$ 105,895.00

A letter from a Contractor or Architect/Engineer on their letterhead giving a brief description of the project and cost estimates should be included with the application. If the project is for construction-related activity, the estimate must include the following statement: "This estimate is based on the Davis Bacon Federal Wages Listed for Medina County."

Please include location maps indicating the exact location of the proposed activity. If you are requesting funding for road or sidewalk improvements please include a map and include the street addresses of households/businesses that will benefit from the improvement.

***Please Note:** Applicants are responsible for the hiring of and payments to an Architect/Engineer of their choosing. CDBG funds are not to be used for this expense.

Authorization

The undersigned hereby represents that he/she is authorized by the community or agency named above to submit this request for CDBG funding to the Medina County Commissioners. All information contained herein is accurate. If CDBG funding is granted, the community or agency submitting this application agrees to comply with all CDBG, HUD, and Medina County regulations.

<u>ANTHONY J. BALES</u>	<u></u>
Printed Name	Signature
<u>CITY MANAGER</u>	<u>5-4-16</u>
Title	Date

Applicants are required to complete all information as completely and accurately as possible to aid in the project review. Additional information may be submitted and attached. If additional information is required for review, the contact person named in this application will be asked to submit the additional information required.

Completed applications must be received by May 6, 2016 at 4:30 PM

Submit applications to:

Medina County Commissioners
c/o Robert Henwood, Director
Dept. of Planning Services
124 West Washington Street, Suite B-4
Medina, Ohio 44256

Phone: (330) 722-9219 Extension 2

Fax: (330) 764-8456

Email: rhenwood@medinaco.org

JUDITA DRIVE RECONSTRUCTION – PHASE 2 PROJECT

May 3, 2016

IN THE

CITY OF BRUNSWICK, OHIO

PROJECT DESCRIPTION

The Judita Drive Reconstruction - Phase 2 Project will be a northward extension of the Phase 1 project, and will consist of the complete removal and replacement of the existing concrete pavement beginning at House Number 258 to a point approximately 240 feet northward (House Number 244). The proposed pavement section will be reinforced concrete and will exhibit integral curbs. In general the proposed pavement will maintain the existing width and grade of the existing roadway within the project area. The project also includes the installation of underdrain, replacement of storm sewer crossovers and curb inlets, replacement of driveway aprons up to the first joint, and base repairs as needed.

May 3, 2016

JUDITA DRIVE RECONSTRUCTION PRELIMINARY PROJECT COST ESTIMATE

Project Scope:

Reconstruct Judita Drive from Residence #258 proceeding northeast 240'+/-.
Assumes 25' existing pavement width - install new vertical curbs and underdrain
Replace all curb inlets and drive aprons (to first joint) in project area

ITEM NUMBER	ITEM DESCRIPTION	QNTY	UNITS	UNIT PRICE	TOTAL
1	PAVEMENT REMOVED	680	S.Y.	\$10.00	\$6,800.00
2	SUBGRADE COMPACTION	680	S.Y.	\$1.00	\$680.00
3	ODOT 451 REINF CONC PVMT&BASE,CL QC MS	680	S.Y.	\$53.00	\$36,040.00
4	UNDERDRAIN	480	LF	\$8.00	\$3,840.00
5	CONCRETE DRIVE APRON	950	S.F.	\$7.00	\$6,650.00
6	BASE STABILIZATION #2 AGGREGATE	20	C.Y.	\$35.00	\$700.00
7	BASE STABILIZATION #4 AGGREGATE	20	C.Y.	\$35.00	\$700.00
8	CATCH BASIN REMOVED	2	EACH	\$400.00	\$800.00
9	STORM SEWER REMOVED, 24" AND UNDER	30	LF	\$11.00	\$330.00
10	12" STORM SEWER, PVC SDR 26	30	LF	\$62.00	\$1,860.00
11	ODOT NO. 3A CATCH BASIN	2	EACH	\$2,000.00	\$4,000.00
12	MISC METAL	1000	LBS	\$1.00	\$1,000.00
13	MAINTAINING TRAFFIC AND DETOUR SIGNING	LUMP	LUMP	\$5,000.00	\$5,000.00
14	LINEAR GRADING,TOPSOIL, SEED&MULCH	500	LF	\$3.00	\$1,500.00

ITEM SUBTOTAL **\$69,900.00**

CONTINGENCY (5%) **\$3,495.00**

SUBTOTAL CONSTRUCTION \$73,395.00

SURVEYING **\$3,000.00**

PAVEMENT CORES **\$1,500.00**

ENGINEERING **\$10,000.00**

CONSTRUCTION STAKING **\$3,000.00**

CONSTRUCTION INSPECTION SERVICES **\$11,000.00**

EROSION CONTROL INSPECTIONS **\$1,500.00**

AS-BUILT DRAWINGS **\$2,500.00**

SUBTOTAL PROFESSIONAL SERVICES \$32,500.00

TOTAL PRELIMINARY PROJECT COST ESTIMATE \$105,895.00

Notes:

- 1) This estimate is based on the Davis Bacon Federal Wages Listed for Medina County.
- 2) The costs shown in this estimate represent an estimate of probable construction costs prepared in good faith and with reasonable care. Chagrin Valley Engineering, Ltd. has no control over the costs of construction labor, materials, or equipment, nor over competitive bidding.



PHASE 1



PHASE 2

JUDITA DRIVE RECONSTRUCTION PH. 2

CITY OF BRUNSWICK, OHIO

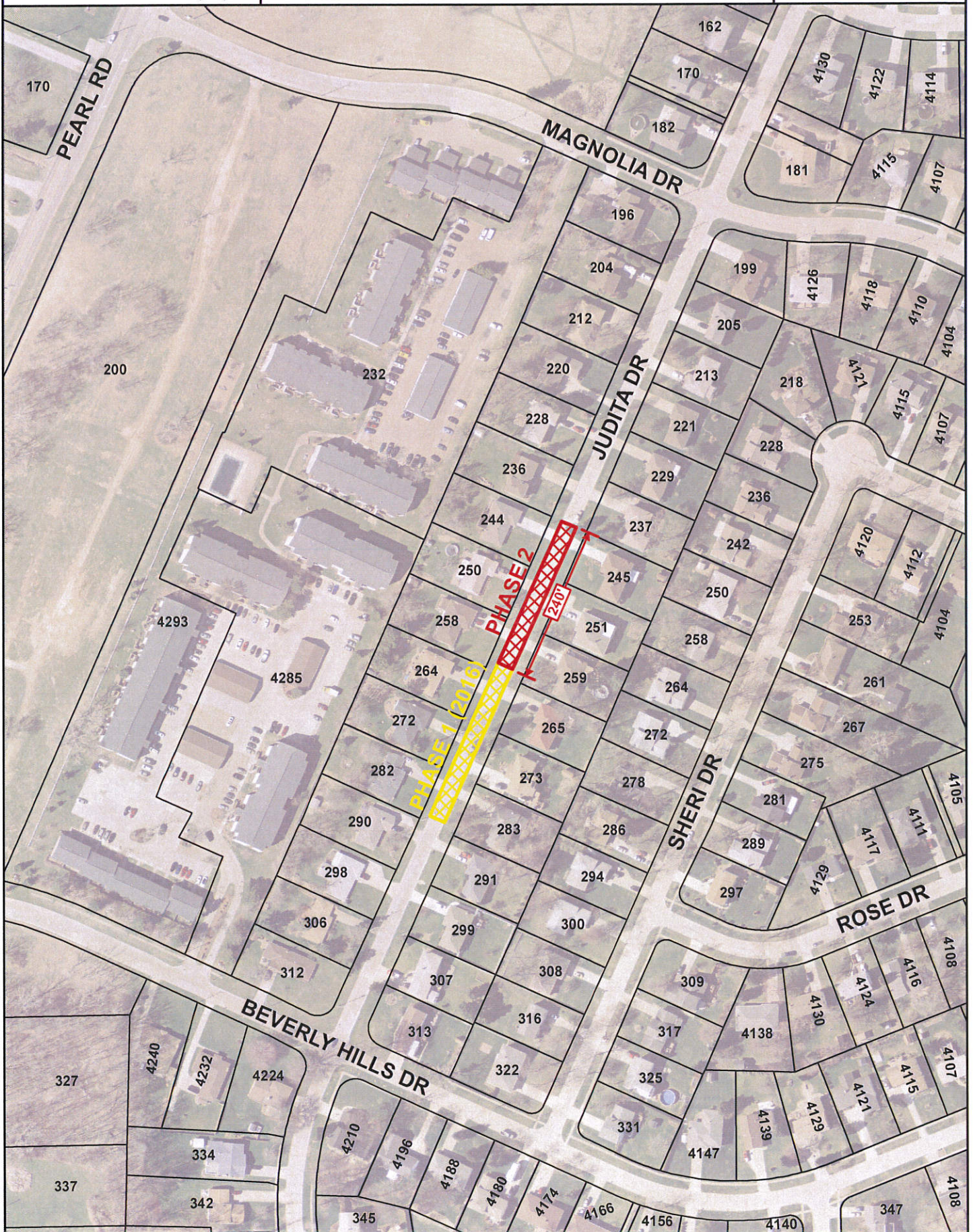
PROJECTION: OHIO STATE PLANE NORTH
SOURCES: MEDINA COUNTY GIS 2015

MAP BY: AJK

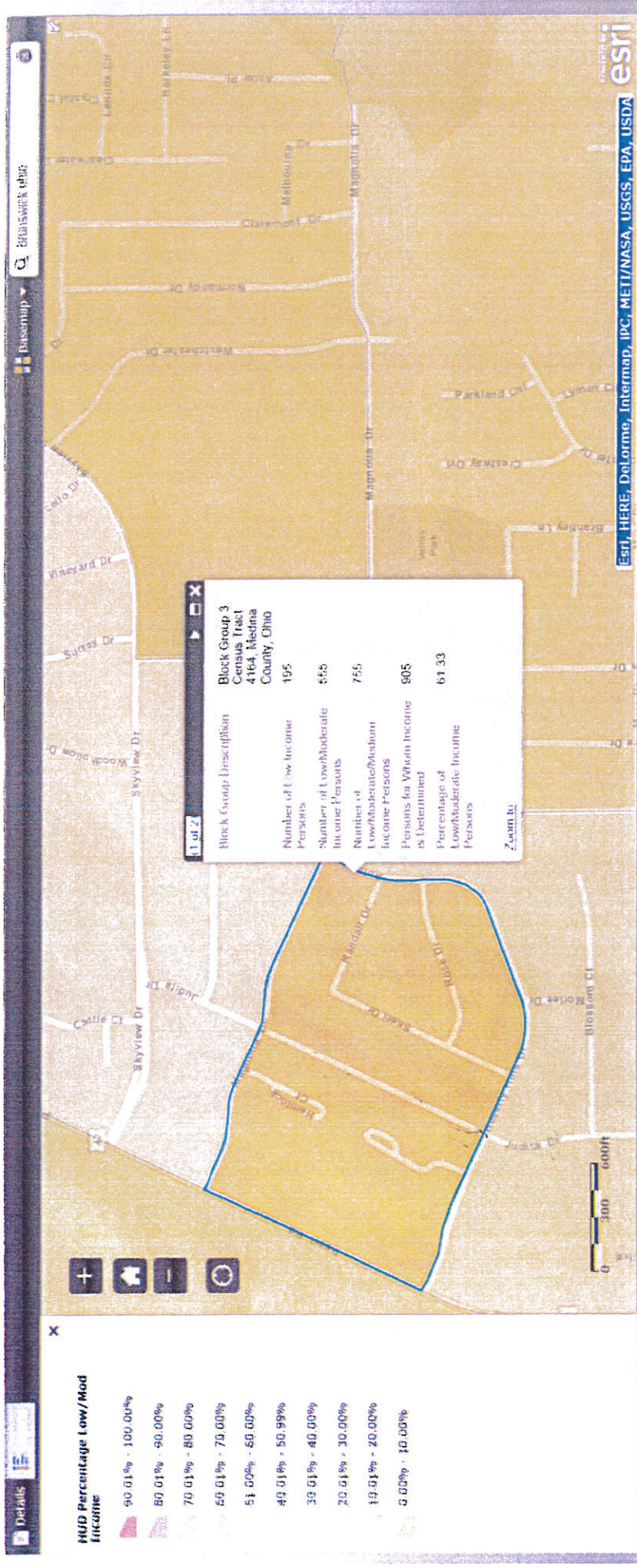
DATE: MAY 3, 2016

CVE CHAGRIN VALLEY
ENGINEERING, LTD.
• Creative Engineers. Intelligent Solutions.

0 100 200
Ft



HUD LMI Block Group



CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 33-16

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER AND CITY ENGINEER TO SUBMIT A COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION FOR THE JUDITA DRIVE RECONSTRUCTION PROJECT, PHASE 2.

WHEREAS: The Judita Drive Reconstruction Project, Phase 2 (the "Project") will consist of the complete removal and replacement of the concrete pavement beginning at 258 Judita Drive proceeding approximately 240 feet northward and ending at 244 Judita Drive, and will include installation of underdrain, replacement of storm sewer crossovers and curb inlets, replacement of driveway aprons to the first joint and base repairs as needed; and

WHEREAS: The total preliminary estimate of the Project cost is \$105,895.00, which would include \$73,395.00 of Community Development Block Grant funds and \$32,500.00 of City funds.

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

SECTION 1: The City Manager and City Engineer are hereby authorized to submit a Community Development Block Grant application for the Judita Drive Reconstruction Project, Phase 2.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, welfare, and safety and for the additional reason that the Community Development Block Grant application must be timely submitted to Medina County. Therefore the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

RULES SUSPENDED: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Barbara J. Ortiz, CMC