



BRUNSWICK CITY COUNCIL AGENDA

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

JULY 22, 2019
7:30 PM
IN COUNCIL CHAMBERS

1. Prayer and Pledge of Allegiance
2. Roll Call of Members
3. Correspondence
4. Approval of Minutes
 - (a) Regular Council Meeting Minutes dated July 8, 2019.
5. Mayor's Report:
 - (a) Auditor's Award - Jake Altman
 - (b) Proclamation for Tracy's Karate Studio - Ken Dacek;
 - (c) Proclamation to proclaim August 10th as "Toastmaster Day" in the City of Brunswick;
 - (d) Mayor's Update
6. Clerk of Council's Report
7. Council Committee Reports:

Economic Development Committee.....Mr. Hanek

Services, Utilities, Technology & Cable Committee.....Mrs. Rodriguez

Services Committee Meeting Minutes dated June 24, 2019

Finance Committee.....Mrs. Hanek

Safety & Environment Committee.....Mr. Ousley

Planning & Zoning Committee.....Mr. Delsanter

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

Building & Building Code Committee.....Mr. Capretta
8. Other Boards and Commissions

9. Petitions from the Public on Legislation
10. Reading of Legislation and Action on Legislation:

- a. 3rd Reading(s)

ORD. NO. 39-19 - An emergency ordinance extending a temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial district and the issuance of such approvals. - **3rd Reading** (Committee-of-the-Whole, *Administration/Nicholas Hanek*)

ORD. NO. 40-19 - An emergency ordinance extending a temporary moratorium on the acceptance and processing of applications for zoning, occupancy, conditional use and/or building permit approvals for multi-family dwelling units in all zoning districts and the issuance of such approvals. - **3rd Reading** (Committee-of-the-Whole, *Administration/Brian Ousley*)

RES. NO. 46-19 - A resolution authorizing direct payment to Melway Paving Company, INC. for the city's proportionate share of the Laurel Road and South Carpenter Road Resurfacing Project. - **3rd Reading** (Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

- b. 2nd Reading(s)

ORD, NO. 47-19 - An ordinance approving the Vicky Drive Extension Single Family Cluster Development Preliminary Subdivision Plan subject to any conditions recommended by the Planning Commission and any other conditions imposed by council. - **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

ORD. NO. 48-19 - An ordinance rezoning the western 12.03 acres of PPN 003-18A-04-193 from the R-R Rural Residential District to the R-L Low Density Residential District.- **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

RES. NO. 49-19 - A resolution declaring the City of Brunswick a "Purple Heart City." - **2nd Reading** (Committee-of-the-Whole, *Administration/Nicholas Hanek*)

- c. 1st Reading(s)

ORD. NO. 51-19 - An emergency ordinance to approve the editing and inclusion of certain ordinances as components of the codified ordinances; to provide for the adoption of new legislation in the updated revised Codified Ordinances; and to repeal ordinances in conflict therewith. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Fijabi Gallam*)

RES. NO. 52-19 - An emergency resolution authorizing the City Manager and City Engineer to submit a grant application to the Ohio Public Works Commission Issue 1 Program for the Laurel Road Reconstruction Phase 3. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

RES. NO. 53-19 - An emergency resolution authorizing the City Manager to enter into an agreement with Set In Stone Contracting, LLC for the 2019 Catch Basin Repair Program in an amount not to exceed \$91,881.00. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

RES. NO. 54-19 - An emergency resolution authorizing the City Manager to enter into an agreement with Specialized Construction, Inc. for the 2019 Asphalt Road Program Phase 2 in an amount not to exceed \$239,417.50. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

11. City Manager's Report
12. Administrative Departments
13. Open Forum
14. Unfinished Business
15. New Business
 - (a) Motion to recess for the month of August with the exception of being called back for a meeting if needed.
16. Adjournment

CITY OF BRUNSWICK, OHIO

MINUTES OF COUNCIL

MONDAY, JULY 8, 2019

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 showed the following Council Members present: Nicholas Hanek, Andrea Rodriguez, Michael Abella Jr., Anthony Capretta, Joseph Delsanter, Patricia Hanek and Brian Ousley.

Others Present: Mayor Ron Falconi, Clerk of Council Fijabi Julien-Gallam, City Manager Carl S. DeForest and Law Director Ken Fisher.

Correspondence: There was none.

Approval of Minutes:

Michael Abella Jr. moved to approve the regular Council Meeting Minutes dated June 24, 2019, as written, seconded by Patricia Hanek. Roll Call - Ayes - 7, Patricia Hanek, Joseph Delsanter, Brian Ousley, Nicholas Hanek, Michael Abella Jr., Anthony Capretta, Andrea Rodriguez. Nays - 0. Motion Carried.

Mayor's Report:

Proclamation for Nancy Abbott for Community Service:

Mayor Ron Falconi presented a proclamation to Nancy Abbott to recognize Nancy for all the great work she has done over the years in the City of Brunswick and in Medina County and giving a part of herself to the community. Mr. Falconi extended best wishes for continued success in all her future endeavors.

Nancy Abbott expressed her appreciation for the recognition.

Recognition of Val Zak upon her retirement from the City of Brunswick:

Mayor Ron Falconi presented a proclamation to Val Zak to extend his congratulations on her well-earned retirement, and best wishes. Mrs. Zak has been with the City of Brunswick for 19 years.

On behalf of Council, Councilwoman Patricia Hanek presented a retirement gift to Mrs. Zak for her years of service. Mrs. Hanek expressed that Mrs. Zak was very cooperative, courteous, always kind to the public, and very efficient.

Val Zak expressed her appreciation for the recognition.

Mayor's Court Financial Report for the month ending June 2019 will be posted on the website and added to the minutes for the record.

Clerk of Council's Report:

Clerk of Council Fijabi Julien-Gallam congratulated Val Zak on her retirement. The Clerk remarked that on June 27, 2019, the Assistant Clerk of Councils, Val Zak and Holly Quellos, and she attended training on how to not be a victim to scams in the Council's office, and listened to how the City of Brunswick turned financial distress into financial success. On July 8, 2019, the Assistant Clerk of Council, Holly Quellos, and she attended the Ohio Sunshine Law Certification Training to learn about any new changes or additions to the Sunshine Law, and how to maintain transparency in the Council's office.

Council Committee Reports:

Economic Development Committee.....Mr. Hanek:

Nicholas Hanek moved to approve the formal report dated June 18, 2019, as written, seconded by Patricia Hanek. Roll Call - Ayes - 7, Michael Abella Jr., Patricia Hanek, Brian Ousley, Nicholas Hanek, Andrea Rodriguez, Joseph Delsanter, Anthony Capretta. Nays - 0. Motion Carried.

Services, Utilities, Technology & Cable Committee.....Mrs. Rodriguez:

Mrs. Rodriguez had no formal reports this evening.

Finance Committee.....Mrs. Hanek:

Patricia Hanek moved to approve the Finance Committee formal report dated June 24, 2019, as written, seconded by Brian Ousley. Roll Call - Ayes - 7, Anthony Capretta, Nicholas Hanek, Andrea Rodriguez, Joseph Delsanter, Patricia Hanek, Brian Ousley, Michael Abella Jr. Nays - 0. Motion Carried.

Safety & Environment Committee.....Mr. Ousley:

Mr. Ousley had no formal reports this evening.

Planning & Zoning Committee.....Mr. Delsanter:

Joseph Delsanter moved to approve the Planning & Zoning Committee formal report dated June 20, 2019, as written, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Nicholas Hanek, Andrea Rodriguez, Joseph Delsanter, Patricia Hanek, Michael Abella Jr., Brian Ousley, Anthony Capretta. Nays - 0. Motion Carried.

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

Mr. Abella Jr. had no formal reports this evening.

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

Mr. Capretta had no formal reports this evening.

Other Boards and Commissions:

Michael Abella Jr. moved to approve the Committee-of-the-Whole minutes dated June 24, 2019, as written, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Andrea Rodriguez, Brian Ousley, Nicholas

Hanek, Joseph Delsanter, Anthony Capretta, Michael Abella Jr., Patricia Hanek. Nays - 0. Motion Carried.

Petitions from the Public on Legislation:

Ordinance Number 47-19 - Vicky Drive Extension for Single Family Homes

Kim Harrington at 5176 Salton Drive remarked that she is the developer for the Vicky Drive Project. Mrs. Harrington noted that they purchased 25 acres in Brunswick Hills, and then annexed the property into Brunswick. The goal is to add an extension to Vicky Drive. Mrs. Harrington and her family are from Brunswick, and they believe in growth for the city. Mrs. Harrington explained that they have a long track record of development, and they wanted to bring those opportunities to Brunswick. Mrs. Harrington and her husband assisted the planning with the St. Ambrose Crossing project. Mrs. Harrington thanked the administration and the City Council for considering the development for proposal. The development will increase the value for the properties in the Vicky Drive area. She mentioned that a representative from their engineering company is available to answer any questions.

Chris Schmitt at 1310 Sharon Copley Road, Wadsworth, introduced himself, and asked if anyone on the City Council had any questions.

Councilman Joseph Delsanter remarked that a decision for Ordinance Number 47-19 is on third reading. The legislation is currently on first reading.

Mayor Ron Falconi remarked that they usually do not take questions during the open forum. All questions should go to the City Engineer Matt Jones, and Engineer Chris Schmitt.

Reading of Legislation and Action on Legislation:

3rd Reading(s)

ORD. NO. 37-19 - An emergency ordinance amending Chapter 1060 of the City of Brunswick Codified Ordinances. - **3rd Reading** (Committee-of-the-Whole, *Administration/Paul Barnett*):

Michael Abella Jr. moved to adopt Ordinance Number 37-19, seconded by Anthony Capretta. Roll Call - Ayes - 7, Nicholas Hanek, Brian Ousley, Michael Abella Jr., Andrea Rodriguez, Anthony Capretta, Joseph Delsanter, Patricia Hanek. Nays - 0. Motion Carried.

Service Director Paul Barnett remarked that this ordinance modifies Chapter 1060. This chapter is the waste ordinance and it includes curbside recycling in the ordinance.

RES. NO. 38-19 - An emergency resolution authorizing the City Manager to enter into a three (3) year agreement with Zimmerman Paint Contractors, CO. for the provision of pavement marking services. - **3rd Reading** (Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*):

Andrea Rodriguez moved to adopt Resolution Number 38-19, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Brian Ousley, Patricia Hanek, Joseph Delsanter, Michael Abella Jr., Anthony Capretta, Andrea Rodriguez, Nicholas Hanek. Nays - 0. Motion Carried.

Service Director Paul Barnett remarked that this piece of legislation is to authorize the contract for

Zimmerman Paint Contractors, CO. Zimmerman was the lowest bid for the three-year contract to do the pavement markings.

2nd Reading(s)

ORD. NO. 39-19 - An emergency ordinance extending a temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial district and the issuance of such approvals. - **2nd Reading** (Committee-of-the-Whole, *Administration/Nicholas Hanek*):

ORD. NO. 39-19 - Mr. Abella moved this ordinance to second reading.

ORD. NO. 40-19 - An emergency ordinance extending a temporary moratorium on the acceptance and processing of applications for zoning, occupancy, conditional use and/or building permit approvals for multi-family dwelling units in all zoning districts and the issuance of such approvals. - **2nd Reading** (Committee-of-the-Whole, *Administration/Brian Ousley*) :

ORD. NO. 40-19 - Mr. Abella moved this ordinance to second reading.

RES. NO. 46-19 - A resolution authorizing direct payment to Melway Paving Company, INC. for the city's proportionate share of the Laurel Road and South Carpenter Road Resurfacing Project. - **2nd Reading** (Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*):

RES. NO. 46-19 - Mrs. Rodriguez moved this resolution to third reading.

1st Reading(s)

ORD, NO. 47-19 - An ordinance approving the Vicky Drive Extension Single Family Cluster Development Preliminary Subdivision Plan subject to any conditions recommended by the Planning Commission and any other conditions imposed by council. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*):

ORD. NO. 47-19 - Mr. Delsanter moved this ordinance to second reading.

ORD. NO. 48-19 - An ordinance rezoning the western 12.03 acres of PPN 003-18A-04-193 from the R-R Rural Residential District to the R-L Low Density Residential District.- **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*):

ORD. NO. 48-19 - Mr. Delsanter moved this ordinance to second reading.

RES. NO. 49-19 - A resolution declaring the City of Brunswick a "Purple Heart City." - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Nicholas Hanek*):

RES. NO. 49-19 - Mr. Abella moved this ordinance to second reading.

RES. NO. 50-19 - An emergency resolution authorizing the City Manager to enter into an agreement with Perk Company, INC. for the Laurel Road Reconstruction Phase 2 project in an amount not to exceed \$840,357.00. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*):

Councilman Nicholas Hanek called a point of order after Councilwoman Andrea Rodriguez moved legislation to second reading.

Mr. Hanek noted that Resolution Number 50-19 was set as an emergency with the suspension of the rules. Mayor Falconi asked Councilwoman Andrea Rodriguez to modify her motion.

Andrea Rodriguez moved to suspend the rules, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Andrea Rodriguez, Brian Ousley, Nicholas Hanek, Joseph Delsanter, Anthony Capretta, Michael Abella Jr., Patricia Hanek. Nays - 0. Motion Carried.

City Engineer Matt Jones remarked that this resolution would authorize the City Manager to enter into a contract with Perk Company. They were the lowest and best bidder for the Laurel Road Reconstruction Phase 2 project. This project would reconstruct Laurel Road from Brintnall Drive to Pinewood Drive.

Andrea Rodriguez moved to adopt, seconded by Anthony Capretta. Roll Call - Ayes - 7, Nicholas Hanek, Brian Ousley, Michael Abella Jr., Andrea Rodriguez, Anthony Capretta, Joseph Delsanter, Patricia Hanek. Nays - 0. Motion Carried.

City Manager's Report:

City Manager Carl DeForest

- Congratulated Val Zak on her 19 years of service with the City of Brunswick.
- Reminded everyone that the quarterly City Manager's newsletter is expected to go out soon.
- Announced that the third annual Veterans Breakfast is at the Brunswick Recreation Center on Wednesday, October 16, 2019, at 8:00 a.m. This event is an opportunity to say thank you to the veterans. Veterans can call the Executive Administrative Assistant, Betsy Lehky, to sign-up for the breakfast.

Administrative Departments:

Police Chief Brian Ohlin

- Announced that the Division of Police was recently awarded the two grants from the State of Ohio. The division plans to update the management software in the evidence room, and upgrade the public safety radio system with the grants.
- Remarked that the Division of Police has three new police officers in the training program.
- Reminded everyone that the Division of Police has a Facebook page that has about 15,000 followers and a very active Twitter page. Chief Ohlin encouraged everyone to visit their social media page to see what is new with the Division of Police.

Community & Economic Development Director Grant Aungst

- Updated the public on three construction projects in the city. The KFC is moving along, and they hope to open soon. A second Taco Bell is going up at Pearl Road and Laurel Road. The city is continuously growing, and there is a need for multiple facilities. The Brunswick Middle School

construction is on schedule and is scheduled to open in fall 2020.

Service Director Paul Barnett

- Reiterated that the city has a new trash and recycling program. Since June 24, 2019, the cart contractor has been actively putting out the new trash and recycle carts. Mr. Barnett explained that residents could start calling Republic Waste on July 22, 2019, to request smaller carts or additional carts.
- Remarked that North Carpenter Road Reconstruction project is right on schedule. The Laurel Road Resurfacing Project is scheduled to start soon. The resurfacing project is a joint project with Brunswick Hills Township.

Councilman Brian Ousley remarked that if a resident has the new trash cans, they have to put them out on their trash pick-up date. If the resident put their old trash can out, it is going to be thrown away by the trash hauler. Mr. Barnett responded that was correct. Mr. Ousley wanted to know if the Laurel Road project is ending at Lares Ln from 130th Street or going towards South Carpenter Road. Mr. Barnett explained that the project is going to be where the concrete starts at, the intersection of Laurel Road and South Carpenter Road. Anything that was asphalt will continue to be asphalt, and anything that was concrete will continue to be concrete.

Open Forum:

Brunswick Lake Park Dinosaur Trail

Glen Kuban, at 4726 Grayton Road, Cleveland, expressed that he is passionate about wanting to keep the Dino Trail in the park. Mr. Kuban attended the last regular City Council meeting to advise the administration to keep the trail. He was involved in designing and creating the trail. He was not aware of any planning meetings for the Brunswick Lake Park. Mr. Kuban remarked that a lot of people was not aware of the Dino Trail. He reiterated the reason why removing the Dino Trail is a bad idea. He noted that at least 95% of people do want the Dino Trail in the park. He mentioned that the nature center at the Brunswick Lake Park did not have the Dino Trail on the map at the front entrance, and nothing about the trail in the center. He doesn't think there is a slip hazard. Mr. Kuban wanted to know who will make the final decision for the Dino Trail. He also wanted to get more details on the plans for the Brunswick Lake Park.

Unfinished Business:

Councilman Joseph Delsanter expressed that he is going to miss Val Zak, and he congratulated Val Zak on her retirement.

Councilwoman Andrea Rodriguez expressed her gratitude for Mr. Kuban's tenacity. She appreciates the Dinosaur tracks, and for bringing the tracks to her attention. Mrs. Rodriguez is happy to see that Mr. Kuban is still putting up a good fight and she hopes that he makes some progress.

New Business:

There was none.

Adjournment:

Michael Abella Jr. moved to adjourn, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Anthony Capretta, Andrea Rodriguez, Brian Ousley, Joseph Delsanter, Michael Abella Jr., Nicholas Hanek, Patricia Hanek. Nays - 0. Motion Carried.

There being no further business, the meeting adjourned at 8:07 p.m.

Respectfully submitted,

Fijabi Julien-Gallam, CMC

Clerk of Council

Mayor Ron Falconi

Adopted

SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

June 24, 2019

IN ATTENDANCE: Chairwoman Andrea Rodriguez, Committee Member Nicholas Hanek, Michael Abella Jr., Joseph Delsanter, Patricia Hanek, Brian Ousley, City Manager/Safety Director Carl DeForest, Law Director Kenneth Fisher, Engineer Matt Jones, Service Director Paul Barnett, Finance Director Todd Fischer, Recreation Director John Piepsny, Council Clerk Fijabi Julien-Gallam, Assistant Clerk of Council Holly Quellos, News Media.

The meeting convened at 6:48 p.m.

Mrs. Rodriguez moved to excuse Anthony Capretta for just cause. Vote – 2 Ayes, 0 Nays.

REVIEW LEGISLATION:

RES. NO. 46-19 – A resolution authorizing direct payment to Melway Paving Company, Inc. for the city's proportionate share of the Laurel Road and South Carpenter Road Resurfacing Project. – 1st

Reading (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*).

Mr. Barnett explained this project was presented to the city by the township. They would like to resurface a portion of Laurel Road and South Carpenter in which they are asking the city to share some of the expenditure. Mr. Barnett commented on the township's plan to lead this. The County Engineer set the plans and placed it up to bid, in which there were four bidders. Melway Paving was the lowest bidder, in which a contract was then prepared. The city had passed legislation in agreeance with the township to join with them on this paving project by paying our portion of the cost. The city's cost is estimated to be \$120,000 for the construction and \$10,000 for the engineering. The legislation was arranged for the city to pay the county or the township; one or the other, and be reimbursed. However, the township asked if the contractor could be paid directly as they prefer this method. Mr. Barnett advised that payment would be made timely; therefore, the city agreed. Mr. Barnett commented that funds are available for the project. He advised that the city is asking for three readings for this piece of legislation. In turn, this would allow payment to be made to Melway Paving directly. The inspection would be performed by the county. Mr. Barnett assured that all of the city's requirements would be met and followed up. Matt Jones would oversee the inspection. This would allow work to be completed on Laurel Road from W. 130th Street to where concrete pavement begins, at Lares Street; one portion being that of the city, and another portion belonging to Brunswick Hills. Mr. Barnett stated that the work on South Carpenter would begin at Sleepy Hollow, which is around Twain Circle. He commented that he believed that this is a chip and seal task. Mr. Hanek was in agreeance. Mr. Hanek expressed his appreciation that this is greatly needed. He received a lot of calls about South Carpenter from the residents.

Mr. Ousley inquired about the project regarding whether the contractors plan to mill any of the area. Mr. Jones remarked that there is an allowance for basic repairs to take care of some of the problem areas; however.

Mr. Hanek questioned the time frame for this project because of his concern regarding Laurel and South Carpenter area. Mr. Barnett commented that he was uncertain; however, his estimate was that it would

start and end in July. He advised full completion should take approximately one month. Mr. Jones remarked that there will be a two way traffic maintained at all times. Mr. Barnett explained that the construction portion should only require a couple of weeks, in which he indicated that there would be expected traffic delays but not a full detour.

Mr. Hanek moved this resolution to tonight's Council Agenda June 24, 2019, for three readings. Vote – 2 Ayes, 0 Nays.

GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

Being no further business, Mr. Hanek moved to adjourn at 6:53 p.m. Vote – 2 Ayes, 0 Nays.

Respectfully submitted,

A handwritten signature in cursive script, reading "Andrea L. Rodriguez".

Andrea Rodriguez
Chairwoman

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 7/22/2019

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Nicholas Hanek

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 39-19** - An emergency ordinance extending a temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial district and the issuance of such approvals. - **3rd Reading** (Committee-of-the-Whole, Administration/Nicholas Hanek)

BACKGROUND: On July 23, 2018, this Council adopted Ordinance No. 60-18, which established a six (6) month temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial District in the City, which temporary moratorium is set to expire on January 23, 2019.

PURPOSE AND EXPLANATION: This Council believes that extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial District in the City, and on the issuance of such approvals, will not deny property owners economically viable use of their property and will permit the City Administration, Council and Planning Commission necessary time to undertake a review of the Brunswick Zoning Code and possible amendment thereof.

IMPLEMENTATION SCHEDULE:

FINANCIAL INFORMATION:

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?
Requesting that this be an emergency to meet the timeline.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. _____

BY:

AN EMERGENCY ORDINANCE EXTENDING A TEMPORARY
MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF
APPLICATIONS FOR ZONING, OCCUPANCY AND/OR BUILDING
PERMIT APPROVALS FOR WAREHOUSING AND MOTOR
FREIGHT GARAGES AND TRUCK OR TRANSFER TERMINAL
USES IN THE I-L LIGHT INDUSTRIAL DISTRICT AND THE
ISSUANCE OF SUCH APPROVALS.

WHEREAS: On July 23, 2018, City Council adopted Ordinance No. 60-18, which established a six (6) month temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial District in the City, which temporary moratorium is set to expire on January 23, 2019;

WHEREAS: On January 14, 2019, City Council adopted Ordinance No. 103-18 extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial District in the City for an additional six (6) months up to and including July 23, 2019;

WHEREAS: The City of Brunswick may legitimately regulate the location and approval of warehousing and motor freight garages and truck or transfer terminals, which are principally permitted uses in the I-L Light Industrial District per Codified Ordinance Section 1266.02(b) and (i), respectively; and

WHEREAS: This Council believes that extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial District in the City, and on the issuance of such approvals, will not deny property owners economically viable use of their property and will permit the City Administration, Council and Planning Commission necessary time to undertake a review of the Brunswick Zoning Code and possible amendment thereof.

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

SECTION 1: The six (6) month temporary moratorium extension established by Ordinance No. 103-18 shall be extended for a period of six (6) months up to and including

January 23, 2020, wherein the City shall not accept or process any applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial District in the City, and further shall not issue any such approvals during said period.

SECTION 2: Whenever the provisions of this Ordinance conflict with any other Ordinance or any provision of the Codified Ordinances of the City, the provisions of this Ordinance shall control.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the City and its residents and property owners and for the additional reason that it is required to permit the City Administration, Council and Planning Commission necessary time to undertake a review of the Brunswick Zoning Code and possible amendment thereof. 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. 39-19

BY: Committee-of-the-Whole

AN EMERGENCY ORDINANCE EXTENDING A TEMPORARY MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR ZONING, OCCUPANCY AND/OR BUILDING PERMIT APPROVALS FOR WAREHOUSING AND MOTOR FREIGHT GARAGES AND TRUCK OR TRANSFER TERMINAL USES IN THE I-L LIGHT INDUSTRIAL DISTRICT AND THE ISSUANCE OF SUCH APPROVALS.

WHEREAS: On July 23, 2018, City Council adopted Ordinance No. 60-18, which established a six (6) month temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial District in the City, which temporary moratorium is set to expire on January 23, 2019;

WHEREAS: On January 14, 2019, City Council adopted Ordinance No. 103-18 extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial District in the City for an additional six (6) months up to and including July 23, 2019;

WHEREAS: The City of Brunswick may legitimately regulate the location and approval of warehousing and motor freight garages and truck or transfer terminals, which are principally permitted uses in the I-L Light Industrial District per Codified Ordinance Section 1266.02(b) and (i), respectively; and

WHEREAS: This Council believes that extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial District in the City, and on the issuance of such approvals, will not deny property owners economically viable use of their property and will permit the City Administration, Council and Planning Commission necessary time to undertake a review of the Brunswick Zoning Code and possible amendment thereof.

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

SECTION 1: The six (6) month temporary moratorium extension established by Ordinance No. 103-18 shall be extended for a period of six (6) months up to and including

January 23, 2020, wherein the City shall not accept or process any applications for zoning, occupancy and/or building permit approvals for warehousing and motor freight garages and truck or transfer terminal uses in the I-L Light Industrial District in the City, and further shall not issue any such approvals during said period.

SECTION 2: Whenever the provisions of this Ordinance conflict with any other Ordinance or any provision of the Codified Ordinances of the City, the provisions of this Ordinance shall control.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the City and its residents and property owners and for the additional reason that it is required to permit the City Administration, Council and Planning Commission necessary time to undertake a review of the Brunswick Zoning Code and possible amendment thereof. 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: 7/22/2019

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 40-19** - An emergency ordinance extending a temporary moratorium on the acceptance and processing of applications for zoning, occupancy, conditional use and/or building permit approvals for multi-family dwelling units in all zoning districts and the issuance of such approvals. - **3rd Reading** (Committee-of-the-Whole, *Administration/Brian Ousley*)

BACKGROUND: On February 11, 2019, City Council adopted Ordinance No. 3-19 extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy, conditional use and/or building permit approvals for Multi-Family Dwelling Units in any Zoning District in the City for an additional six (6) months up to and including August 12, 2019.

PURPOSE AND EXPLANATION: Council would like to extend the temporary moratorium. The current temporary moratorium ends in August while Council is on summer break.

IMPLEMENTATION SCHEDULE: Three readings and an emergency to not have a gap between the current and the new proposed legislation.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

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?
Requesting that this be an emergency to meet the timeline.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. _____

BY:

AN EMERGENCY ORDINANCE EXTENDING A TEMPORARY
MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF
APPLICATIONS FOR ZONING, OCCUPANCY, CONDITIONAL
USE AND/OR BUILDING PERMIT APPROVALS FOR MULTI-
FAMILY DWELLING UNITS IN ALL ZONING DISTRICTS AND
THE ISSUANCE OF SUCH APPROVALS.

WHEREAS: The City of Brunswick may legitimately regulate the location and approval of Multi-Family Dwelling Units, as defined in Codified Ordinance Section 1242.02(32)(c);

WHEREAS: On February 12, 2018, City Council adopted Ordinance No. 9-18, establishing a six (6) month temporary moratorium on the acceptance and processing of applications for zoning, occupancy, conditional use and/or building permit approvals for Multi-Family Dwelling Units in any Zoning District in the City effective as of February 12, 2018;

WHEREAS: On July 9, 2018, City Council adopted Ordinance No. 46-18 extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy, conditional use and/or building permit approvals for Multi-Family Dwelling Units in any Zoning District in the City for an additional six (6) months up to and including February 12, 2019;

WHEREAS: On February 11, 2019, City Council adopted Ordinance No. 3-19 extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy, conditional use and/or building permit approvals for Multi-Family Dwelling Units in any Zoning District in the City for an additional six (6) months up to and including August 12, 2019; and

WHEREAS: This Council believes that extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy, conditional use and/or building permit approvals for Multi-Family Dwelling Units in any Zoning District in the City, and on the issuance of such approvals, will not deny property owners economically viable use of their property and will permit the City Administration, Council and Planning Commission necessary time to undertake a review of the Brunswick Zoning Code and possible amendment thereof relative to the location and approval process for Multi-Family Dwelling Units.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY

ORDAINS:

SECTION 1: The six (6) month temporary moratorium extension established by Ordinance No. 3-19 shall be extended for a period of six (6) months up to and including February 12, 2020, wherein the City shall not accept or process any applications for zoning, occupancy, conditional use and/or building permit approvals for Multi-Family Dwelling Units in any Zoning District in the City, and further shall not issue any such approvals during said period.

SECTION 2: Whenever the provisions of this Ordinance conflict with any other Ordinance or any provision of the Codified Ordinances of the City, the provisions of this Ordinance shall control.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the City and its residents and property owners and for the additional reason that it is required to permit the City Administration, Council and Planning Commission necessary time to undertake a review of the Brunswick Zoning Code and possible amendment thereof relative to the location and approval process for Multi-Family Dwelling Units. 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. 40-19

BY: Committee-of-the-Whole

AN EMERGENCY ORDINANCE EXTENDING A TEMPORARY MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR ZONING, OCCUPANCY, CONDITIONAL USE AND/OR BUILDING PERMIT APPROVALS FOR MULTI-FAMILY DWELLING UNITS IN ALL ZONING DISTRICTS AND THE ISSUANCE OF SUCH APPROVALS.

WHEREAS: The City of Brunswick may legitimately regulate the location and approval of Multi-Family Dwelling Units, as defined in Codified Ordinance Section 1242.02(32)(c);

WHEREAS: On February 12, 2018, City Council adopted Ordinance No. 9-18, establishing a six (6) month temporary moratorium on the acceptance and processing of applications for zoning, occupancy, conditional use and/or building permit approvals for Multi-Family Dwelling Units in any Zoning District in the City effective as of February 12, 2018;

WHEREAS: On July 9, 2018, City Council adopted Ordinance No. 46-18 extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy, conditional use and/or building permit approvals for Multi-Family Dwelling Units in any Zoning District in the City for an additional six (6) months up to and including February 12, 2019;

WHEREAS: On February 11, 2019, City Council adopted Ordinance No. 3-19 extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy, conditional use and/or building permit approvals for Multi-Family Dwelling Units in any Zoning District in the City for an additional six (6) months up to and including August 12, 2019; and

WHEREAS: This Council believes that extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy, conditional use and/or building permit approvals for Multi-Family Dwelling Units in any Zoning District in the City, and on the issuance of such approvals, will not deny property owners economically viable use of their property and will permit the City Administration, Council and Planning Commission necessary time to undertake a review of the Brunswick Zoning Code and possible amendment thereof relative to the location and approval process for Multi-Family Dwelling Units.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY

ORDAINS:

SECTION 1: The six (6) month temporary moratorium extension established by Ordinance No. 3-19 shall be extended for a period of six (6) months up to and including February 12, 2020, wherein the City shall not accept or process any applications for zoning, occupancy, conditional use and/or building permit approvals for Multi-Family Dwelling Units in any Zoning District in the City, and further shall not issue any such approvals during said period.

SECTION 2: Whenever the provisions of this Ordinance conflict with any other Ordinance or any provision of the Codified Ordinances of the City, the provisions of this Ordinance shall control.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the City and its residents and property owners and for the additional reason that it is required to permit the City Administration, Council and Planning Commission necessary time to undertake a review of the Brunswick Zoning Code and possible amendment thereof relative to the location and approval process for Multi-Family Dwelling Units. 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: 7/22/2019

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 46-19** - A resolution authorizing direct payment to Melway Paving Company, INC. for the city's proportionate share of the Laurel Road and South Carpenter Road Resurfacing Project. - **3rd Reading** (Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

BACKGROUND: Resolution 102-18 was passed pledging cooperation with the Medina County Engineer and Brunswick Hills Township for the resurfacing of Laurel Road and South Carpenter Road in an amount not to exceed \$120,000. Both of these roadways share frontage in the City of Brunswick and also Brunswick Hills Township. The Medina County Engineer prepared the bid package, bid the work, opened the bids and prepared the bid tabulation. There were five(5) bidders and Brunswick Hills entered into contract with the lowest and best bidder, Melway Paving Company. Brunswick Hills Township will oversee the construction and process paperwork. Brunswick Hills has requested that the City of Brunswick, after construction is complete and inspected, pay the contractor directly for the City of Brunswick portion of the project.

The City also anticipates needing an additional \$10,000 for engineering coordination costs but will be covered under the engineering contract and is budgeted separately.

PURPOSE AND EXPLANATION: The purpose of this project is to cooperate with Brunswick Hills Township to provide a safe and smooth driving surface on two(2) roadways that both communities share responsibility for the roadway surface.

IMPLEMENTATION SCHEDULE: Construction is anticipated to begin in July, 2019.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The estimated construction costs for the City of Brunswick's portion are not estimated to exceed \$120,000. Eligible and approved costs will be paid from the City's Road Improvement Fund #333. Payment will occur after the construction is complete and the Township and contractor approve and agree on quantities. The City will work with the Township to sign off on the quality of work and will agree to the final approval of work before any payment will occur.

**RECOMMENDED
ACTION:**

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

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

**ADDITIONAL
INFORMATION:**

5 bidders
 no response
 10/1/2011

BID TAB OF QUOTES 3-21-2019 2019 BRUNSWICK HILLS TOWNSHIP ROAD BID BRUNSWICK HILLS TOWNSHIP MEDINA COUNTY, OHIO												BARBICAS CONST. CO. 124 DARROW RD. STE:1 AKRON, OH 44305	
ENGINEER'S ESTIMATE		MELWAY PAVING CO. 7571 STATE ROUTE 83 HOLMESVILLE, OHIO 44633		KOKOSING CONST. 1539 LOWELL STREET ELYRIA, OHIO 44035		KARVO PAVING CO. 4524 HUDSON DR. STOW, OHIO 44224		CROSSROADS ASPHALT 13421 HAWKE ROAD COLUMBIA STATION OHIO, 44028		UNIT COST			
UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL		
PROPOSAL NO. 1 – T.H. 138 LAUREL ROAD (W.130TH TO CITY LIMITS)													

EQUAL OPPORTUNITY EMPLOYER
AGREEMENT FOR COUNTY SPEC. 402 & ODOT ITEM 422
SINGLE CHIP AND SEAL WITH STIPULATED TRAFFIC CONTROL
2019 BRUNSWICK HILLS TOWNSHIP ROAD BID

This agreement made and entered into by and between the Board of Township Trustees, Brunswick Hills Township, 1918 Pearl Road, Brunswick, Ohio, 44212, hereinafter referred to as the "TOWNSHIP" and Melway Paving Company, Inc., 7571 State Route 83, Holmesville, Ohio, 44633, hereinafter referred to as the "CONTRACTOR."

WITNESSETH.

WHEREAS, the Township through the Office of the Medina County Engineer, did cause to be published in The Gazette, a newspaper of general circulation in Medina County, Ohio, on March 1, 2019, its Notice to Bidders inviting sealed bids for County Spec. 402 and ODOT Item 422 single chip and seal with stipulated traffic control; and

WHEREAS, in conformity with said Notice to Bidders, the Contractor did submit its bid to the Township; and

WHEREAS, by proper entry in its journal, the Township determined that the bid of the Contractor to be the lowest and best bid received, and did thereafter award the contract to the Contractor.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties do agree as follows:

1. The Contractor agrees to furnish all specified materials, equipment, necessary labor and traffic control to perform all work required to complete the complete County Spec. 402 and ODOT Item 422 Single Chip and Seal with stipulated traffic control, according to Township specifications for the original bid sum of \$189,579.75. Actual payment up to said maximum is to be an aggregate total determined by the work actually performed by the Contractor.

2. All work to be performed and all materials furnished by the Contractor shall be in reasonably close conformity with the lines, grades, cross-sections, dimensions, and material requirements shown on the plans or indicated in the specifications.

In the event the Medina County Engineer finds the materials or finished product in which the materials are used not within reasonably close conformity with the plans and specifications, but that reasonably acceptable work has been produced, the Township shall then make a determination if the work shall be accepted and remain in place. In this event the Township will document the basis of acceptance by contract modification which will provide for an appropriate adjustment in the contract price for such work or materials as the County Engineer deems necessary to conform to his determination, based on engineering judgement.

In the event the Medina County Engineer finds the materials or the finished product in which the materials are used or the work performed are not in reasonable conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by, and at the expense of, the Contractor.

3. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

4. The Contractor will comply with all applicable laws, ordinances, rules, regulations and order of any public body having jurisdiction. He will erect and maintain as required by the conditions and progress of the work, all necessary safeguards for safety and protection.

5. The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction.

6. The Contractor shall furnish, install and maintain all necessary barricades, construction signs, and other traffic control devices in accordance with the Manual of Uniform Traffic Control Devices. The Contractor shall take all necessary precautions for the protection of the work and the safety of the public.

7. The Contractor shall furnish flaggers, appropriately equipped and instructed, when required, to regulate the flow of vehicular traffic around and through the work.

8. Final payment made to the Contractor for work performed under this agreement shall be made within thirty (30) days from the date of completion or acceptance, whichever is later, by the Township. Acceptance by the Township may require a finding by the County Engineer that the project as completed has met all Township requirements.

9. Partial payments for work performed shall be made monthly at the rate of ninety-two percent (92%) of estimates prepared by the Contractor and approved by the Medina County Engineer. All labor performed after the job is fifty percent (50%) completed, shall be paid at one hundred percent (100%) of the estimates submitted by the Contractor and approved by the Medina County Engineer.

10. From the date the contract is fifty percent (50%) completed, as evidenced by payments in the amount of at least fifty percent (50%) of the contract, the retainage shall be deposited in the escrow account as set forth in paragraph 16.

11. When the major portion of the project is substantially completed and occupied or

in use, or otherwise accepted, and there exists no other reason to withhold retainage, the retained percentage held in connection with such project, shall be released from escrow and paid to the Contractor, withholding only that amount necessary to assure completion. Funds in the escrow account not heretofore paid, with accumulated interest, shall be paid to the Contractor thirty (30) days from the date of completion or acceptance by the Township.

12. Partial payment not to exceed ninety percent (90%) shall be allowed upon the written authorization of the County Engineer, upon such conditions as he prescribes, for material delivered safely in the vicinity of the project.

13. Contractor agrees that no subcontractor shall be utilized for work under this contract unless first approved in writing by the Township, who agrees such approval shall not unreasonably be withheld.

14. Any subcontractor employed under this agreement shall be required to comply with the completion date set forth herein, and his failure to so comply shall subject the Contractor to the penalty provided in paragraph 23 of this agreement.

15. The parties hereto designate the following bank or savings and loan association to act as escrow agent for the Contractor per Section 153.63 of the Ohio Revised Code, _____

16. Any money which is due the Contractor, shall be paid the Contractor on the date due, or if disputed, shall be deposited in such escrow account, along with all retainage after the contract is fifty percent (50%) completed.

17. The money so deposited shall be placed in a savings account, or the escrow agent shall properly invest all of the escrow principal in obligations selected by the escrow agent and approved by the Contractor and the Township, in writing.

18. The escrow agent designated herein, shall hold the escrow principal and income

until receipt of notice from the Township and the Contractor, or until receipt of an arbitration order specifying the amount of the escrow principal to be released and the person to whom it is to be released. Upon receipt of the notice or order, the agent shall promptly pay such amount of principal and proportionate amount of the escrow income to the person indicated.

19. The escrow shall be compensated for its services as agreed to by the Township and the Contractor from the income from the escrow account.

20. When the parties disagree as to the conditions under which money is to be paid, the parties shall apply for a decision by arbitration under the procedures of Chapter 2711 of the Ohio Revised Code. When application is made, neither party shall initiate and no court shall permit the maintenance of, an action in court for decision of the same issue sought to be determined in the arbitration. The award made by the arbitrator may include the cost of arbitration. The arbitration shall be binding on all parties.

21. If the money required to be paid, or deposited under the escrow provisions of this section is not paid to the Contractor, or deposited with an escrow agent, the Township shall pay the Contractor an amount equal to eight percent (8%) annual interest compounded daily.

22. The Contractor agrees to complete all work by September 13, 2019. If the work is not completed by the time herein fixed, the Township or its agent shall thereafter keep an accurate account of all expenditures for inspection, supervision and all other similar technical services incurred in connection with the work after the expiration of the time fixed. The amount thereof shall be retained out of any sums due or to become due to the Contractor.

23. In addition, the parties agree that the Contractor shall pay liquidated damages to Brunswick Hills Township at the rate stated in State of Ohio Department of Transportation, "Construction and Material Specifications," 2016 Edition, Item 108.07, \$400.00 per calendar day, to recover damages for delay only, for each day of delay not approved by the Township.

24. If, in the opinion of the Township, the Contractor has not commenced his work within a reasonable time, does not carry such work forward with reasonable progress, is improperly performing his work, or has abandoned or failed to complete the contract, the Township shall make a finding to the effect, and enter such finding on its journal, and so notify the Contractor, in writing, and the right of the Contractor to control and supervise the work shall immediately cease.

25. In such instance, the Township shall forthwith give written notice to the sureties on any bond of the Contractor of such action. If, within ten (10) days after receipt of such notice, such sureties or one or more of them notify the Township, in writing, of their intentions to enter upon and complete the work covered by such contract, such sureties shall be permitted to do so, and the Township shall allow them twenty (20) days after the receipt of such notice in writing from such sureties within which to enter upon the work and resume construction, unless the time is extended by the Township upon good cause shown.

26. If, after receiving notice of the action of the Township in terminating the contract of the Contractor over the work covered by this contract, the sureties on such Contractor's bond do not within ten (10) days give the Township the written notice provided for in this section, or having done so, fail to carry such work forward with reasonable progress or improperly perform, abandon, or fail to complete the work by such contract, the Township shall complete the work. The Township shall first advertise the work for letting as provided by law and the estimated cost at which the work shall be let shall be the difference between the original contract price and the amount paid to original Contractor, and a contract shall not be let at a price in excess of the amended estimate.

If no bids to complete the work are received, the Township shall cause that part of the work still uncompleted to be re-estimated, shall re-advertise it at the amended estimate and shall

not let the work for more than such re-estimate. If the estimated cost of completing the contract does not exceed FIFTEEN THOUSAND DOLLARS per mile, the Township may contract without bid, or complete by force account as set forth in the Ohio Revised Code.

27. Contractor agrees that in the hiring of employees for the performance of work under this contract, it shall pay the minimum wage in accordance with the Schedule of Prevailing Wage Rates ascertained and determined by the Ohio Department of Commerce, Division of Labor and Worker Safety, as applicable to Medina County, Ohio, in compliance with Section 4115.07 of the Ohio Revised Code.

28. Contractor further agrees to require in any subcontract granted for performance of any work required under this contract, compliance by the subcontractor with the minimum wage set forth in the Schedule of Prevailing Hourly Wage Rates ascertained and determined by the Ohio Department of Commerce, Division of Labor and Worker Safety, as applicable to Medina County, Ohio, in compliance with Section 4115.07 of the Ohio Revised Code.

29. Contractor agrees to provide Worker's Compensation coverage on all employees utilized on this job, or to see that such coverage is provided by any subcontractor utilized. Contractor further agrees to hold the Township harmless and to indemnify and defend the Township of Brunswick Hills, its trustees, officers, employees and agents against any claim for damages arising against them as a result of failure to provide such coverage.

30. Contractor further agrees in order to protect itself as well as the Township of Brunswick Hills under this agreement, that it shall provide to the Township upon request, proof of the coverage required herein.

31. Contractor still further agrees that in the hiring of employees for the performance of work under this contract, or any subcontract, that neither the Contractor, nor any subcontractor hired by him, or any person acting on their behalf, shall by reason of race, creed, sex, handicap,

color or military status as defined in Section 4112.01 of the Revised Code, discriminate against any citizen of the State in the employment of laborers and workers who are qualified and available to perform the work for which this contract relates; and further, neither the Contractor, nor any subcontractor employed by him, or any person on their behalf, shall in any manner, discriminate against, or intimidate any employee hired for the performance of work under this contract or any subcontract, on account of race, creed, sex, handicap, color or military status as defined in Section 4112.01 of the Revised Code.

32. Contractor agrees that there shall be deducted from the amount payable hereunder by the Township a forfeiture of TWENTY-FIVE DOLLARS for each person who is discriminated against or intimidated in violation of this contract; and that for any second or subsequent violation, this contract shall be canceled or terminated by the Township, and all money to become due hereunder may be forfeited.

33. The Contractor will indemnify and hold harmless the Township of Brunswick Hills, its trustees and the County Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorney fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor or sub-contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The Contractor shall be fully responsible to the owner for the acts and omissions of his sub-contractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

34. Contractor further agrees that in order to protect himself, as well as the Township

of Brunswick Hills under the indemnity agreement provision hereinabove set forth, that the Contractor will, at all times during the term of this agreement, have and keep in force a general liability insurance policy in the amount of not less than ONE MILLION DOLLARS property damage, and ONE MILLION DOLLARS bodily injury; which policy shall name Brunswick Hills Township, the Brunswick Hills Township Trustees and Medina County Engineer as additional insureds, and provide a minimum of ten (10) days' notice to all insureds prior to cancellation.

35. Contractor has provided a Certificate of Insurance to the Township in compliance with the above terms, and agrees it shall not be canceled or materially changed without having in effect another policy to meet the above terms of paragraph 34 and without giving prior notice thereof to the Township.

36. It is still further agreed by and between the parties that no assignment, or transfer of this contract, or any part thereof, or any monies due, or to become due hereunder, shall be made by the Contractor without the written consent of the Township, but except as aforesaid, this contract shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

37. If a certified check, cashier's check or letter of credit was utilized in bidding, upon execution of this contract and execution of a performance bond in the sum of one hundred percent (100%) of the bid, said certified check, cashier's check or letter of credit shall be refunded.

38. The parties agree that the provisions of this contract are governed by the laws of the State of Ohio and that in any instance of conflict between the language of this contract and the language of the Ohio Revised Code, that said sections and chapters of the Ohio Revised Code shall prevail.

39. The parties still further agree that the following documents attached hereto shall be incorporated herein, and made a part of this contract as if fully rewritten:

Notice of Bid

Instructions to Bidders

Supplemental Specifications for County Spec. 402 and ODOT Item 422 Single Chip and Seal with Stipulated Traffic Control

Engineer's Estimate

Form of Bid Guarantee/Performance Bond

Statement of Bidder Resources and Experience

Non-Collusion Affidavit

Contractor's Indemnification Clause

Prevailing Wage Rate Schedules

Certificate of Liability Insurance

Personal Property Tax Verification Affidavit

Contractor's Bid Form

State of Ohio, Equal Opportunity Division, Certificate of Compliance

In addition, any changes therefrom shall be in an addendum, in writing, signed by the parties setting forth specifically the sum to be paid as a result of such change order.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in triplicate
this 11 day of June, 2019.

Dated:



BOARD OF TOWNSHIP TRUSTEES
BRUNSWICK HILLS TOWNSHIP, OHIO



Michael Esber



Christina Kusnerak

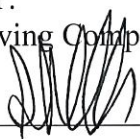
John Witthuhn

CONTRACTOR:

COMPANY:
Melway Paving Company, Inc.

Dated:

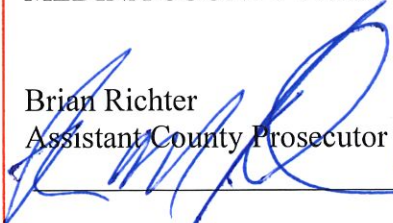
May 22, 2019

Signed by: 

Printed name: Steve Schlabbach

Title: President

Approved as to form and legality:
S. FORREST THOMPSON
MEDINA COUNTY PROSECUTOR



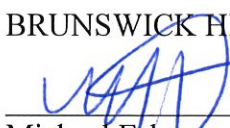
Brian Richter
Assistant County Prosecutor

4/29/19

BOND ACCEPTANCE

The attached bond and power of attorney of Westfield Insurance Co.
as surety is hereby accepted as being good and sufficient this 11 day of
June, 2019.

BOARD OF TRUSTEES
BRUNSWICK HILLS TOWNSHIP, OHIO

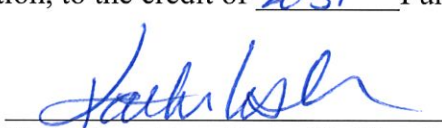

Michael Esber


Christina Kusnerak

John Witthuhn

CERTIFICATE OF FISCAL OFFICER

I HEREBY CERTIFY that the money required to meet the foregoing contract, agreement or obligation has been lawfully appropriated, or authorized, or directed for such purpose, and is in the Township Treasury or in the process of collection, to the credit of 2031 Fund, free from any outstanding obligation.


Katherine Esber, Township Fiscal Officer
Brunswick Hills Township Board of Trustees

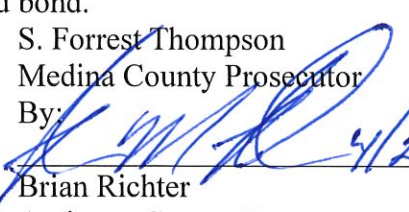
Dated at Brunswick, Ohio, June 11, 2019.

CERTIFICATE OF PROSECUTING ATTORNEY

I hereby approve to form the foregoing contract and bond.

S. Forrest Thompson
Medina County Prosecutor

By:


Brian Richter
Assistant County Prosecutor

**Brunswick Hills Township
1918 Pearl Road
Brunswick, Ohio 44212**

June 20, 2019

City of Brunswick
4095 Center Road
Brunswick, Ohio 44212

Attn: Paul E. Barnett
RE: Asphalt Resurfacing of Laurel Road and South Carpenter Road

Dear Mr. Barnett;

We are happy to work with the City to provide both your citizens and our citizens a smooth and safe driving surface through this resurfacing project. As provided to you earlier are the completed bid and completed agreement with Melway Paving Company, low bidder, for the resurfacing of the above captioned roadways. The City passed resolution 102-18 committing to cooperate on this project. We are in agreement with your request to split the costs for this work per the front property footage percentages as follows:

South Carpenter Road from Laurel to Sleepy Hollow: 24.1% City and 75.9% Township

Laurel Road from South Carpenter to West 130th Street: 62.9% City and 37.1% Township

We will be providing construction inspection for the project at our cost. Our intent is to provide final quantities at the end of construction showing the total cost to the contractor for each roadway separately along with the percentage of City share. We are requesting that the City share of the payment be made directly to Melway Paving.

Thank you for your consideration. We look forward to partnering with you now and in the future.

Sincerely,



Paul Magovac
Service Department Foreman
Brunswick Hills

2019 BRUNSWICK HILLS TOWNSHIP ROAD BID
FOR
COUNTY SPEC. 402 INTERMEDIATE ASPHALT COURSE &
ODOT ITEM 422 SINGLE CHIP & SEAL
WITH STIPULATED TRAFFIC CONTROL

In
Brunswick Hills Township
Medina County, Ohio

by the

Brunswick Hills Township Board of Trustees

Submitting Company: Melway Paving Co., Inc.
Signed: 
Company Title: Steve Schlabach
President
Address: 7571 State Route 83
Holmesville OH 44633
Telephone: (330) 279-9000
Fax: (330) 279-9002
E-mail: estimating@melwaypaving.com

Board of Brunswick Hills Township Trustees:

Michael Esber
Christina Kusnerak
John Witthuhn

NOTICE OF BID

Bids are requested for County Spec. 402 Intermediate Asphalt Course & ODOT Item 422 Single Chip & Seal with stipulated Traffic Control on 1.41 mile of roads in Brunswick Hills Township, Medina County, Ohio.

Bid forms and specifications can be obtained daily by calling the Brunswick Hills Administration Building at 330-220-8182 between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday at a cost of \$10.00. Electronic copies of the bid documents can be obtained free of charge from the Medina County Engineer web page at www.highwayengineer.co.medina.oh.us.

All bids will be accepted no later than March 21, 2019 at 1:30 P.M. at the Office of the Medina County Engineer, 791 West Smith Road, Medina, Ohio 44256 at which time all properly-filed bids will be publicly opened and read aloud.

All bids must be filed on forms provided by the Township and submitted in a sealed envelope clearly marked "2019 Brunswick Hills Township Road Bid" prior to the time and date set forth above.

The Engineer's Estimate is **\$ 231,794.69**. All resurfacing shall be completed by September 13th, 2019.

Each bidder shall be required to file a bid guaranty with the bid in the form of either: (1) a Bid/Performance Bond in the amount of one-hundred percent (100%) of the amount bid; or (2) a Certified Check, Cashier's Check or Letter of Credit shall equal to 10% of the amount bid, conditioned that the bidder shall, if his bid is accepted, execute a contract in conformity with the bid, plans, details, specifications and bills of material. A Letter of Credit shall be revocable only at the option of the Township.

Additional documents that must be submitted with the bid are specified in the "Instruction to Bidders" portion of the bid documents.

All contractors and subcontractors involved with the project will, to the extent practicable, use Ohio products, materials, services, and labor in the implementation of their project. Additionally, contract compliance with the Equal Opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and the Governor's Executive Order 84-9 shall be required.

Bidders must comply with Prevailing Wage Rates on public improvements in Medina County, Ohio as determined by the Ohio Department of Commerce, Division of Labor and Worker Safety.

The bid will be awarded to the lowest and best bidder.

NOTICE OF BID (CONT'D.)

The Brunswick Hills Township Trustees reserve the right to reject any and all bids.

Brunswick Hills Township Board of Trustees

Michael Esber
Christina Kusnerak
John Witthuhn

Medina County Gazette

March 1st, 2019

INSTRUCTIONS TO BIDDERS

2019 BRUNSWICK HILLS TOWNSHIP ROAD BID FOR COUNTY SPEC. 402 INTERMEDIATE ASPHALT COURSE & ODOT ITEM 422 SINGLE CHIP & SEAL WITH STIPULATED TRAFFIC CONTROL

SECTION I.

Bid Proposals shall be addressed to the Board of Brunswick Hills Township Trustees.

Bids shall be enclosed in a sealed envelope marked "**2019 BRUNSWICK HILLS TOWNSHIP ROAD BID**" and shall bear the name of the bidder. All bids will be opened at the time and place stated in the "Notice of Bid."

No Bidder may withdraw his bid for a period of sixty (60) days after the date of bid opening, except as provided in Section 9.31 or Division (G) of Section 153.54 of the Ohio Revised Code. If it is not accepted within such period, such bid may be withdrawn without prejudice.

Each Bid shall contain the documents listed below in the following order:

1. Notice of Bid
2. Instructions to Bidders
3. Bid Guarantee/Performance Bond, **(Exhibit A)**
4. Statement of Bidder Resources and Experience, **(Exhibit B)**
5. Non-Collusion Affidavit, **(Exhibit C)**
6. Personal Property Tax Verification Affidavit, **(Exhibit D)**
7. Independent Contractor Indemnification Clause, **(Exhibit E)**
8. A State of Ohio, Equal Opportunity Division, Certificate of Compliance
9. Engineer's Estimate, (Summarized)
10. Bid Statement and Summation
11. Contractor's Bid Blank(s)
12. Supplemental Specifications
13. Prevailing Wage Rate Schedule

Submitted Bids must include the following completed documents:

1. Bid Guarantee/Performance Bond, **(Exhibit A)**
2. Statement of Bidder Resources and Experience, **(Exhibit B)**
3. Non-Collusion Affidavit, **(Exhibit C)**
4. Personal Property Tax Verification Affidavit, **(Exhibit D)**
5. Independent Contractor Indemnification Clause, **(Exhibit E)**
6. A State of Ohio, Equal Opportunity Division, Certificate of Compliance
7. Bid Statement and Summation
8. Contractor's Bid Blank(s)

SECTION II.

Each bidder shall satisfy the Board of Brunswick Hills Township Trustees by reference to work which he has performed, and by the equipment he utilizes, that he is fully competent to properly execute the work required by these specifications by the stipulated completion date, **(See Exhibit B)**.

SECTION III.

Bids shall be submitted using the attached blank forms, designed for such purpose. These forms must be completed intact, without removal of any part, must recite the full name of the party making the Bid, and must be properly signed.

In each blank marked "unit price", bidders are required to provide a Bid price per referenced unit for the requested materials, labor, or equipment, or referenced combination thereof. Failure to provide a price for each unit price item, or failure to provide prices for lump sum items, will render the Bid informal, allowing its rejection at the Township's discretion.

Extended unit prices are calculated by multiplying the bidder's unit price entries times their respective approximate quantities. The resultant extended unit price figures, in addition to any lump sum prices, are added to calculate the amount of each Bid.

The sum of the extended unit prices and lump sum prices provided by each Bidder shall comprise that Bidder's Bid price for consideration of award of contract. If an error is made in the extension of the unit prices, or in the addition of the unit and lump sum prices, the accurate extended unit prices and total shall govern.

Quantities provided by the Bid Documents are estimates only. The Township reserves the right to eliminate, increase, or decrease the actual quantity of any unit price item, or to non-perform any lump sum item. Sections 104.01D and 104.01E of the CMS will be excluded from use in this project.

SECTION IV.

Bidders must carefully examine the Bid Documents and perform a reasonable site investigation before submitting a Bid. Submission of a Bid is an affirmative statement that the Bidder has investigated the Project site and is satisfied as to the character, quality, quantities, and conditions to be encountered in performing the Work. A reasonable site investigation includes investigating the Project site and all other locations related to the performance of the Work.

SECTION V.

Each Bid shall be accompanied by a bid guarantee, in the form of a Bid/Performance Bond, a Certified Check, a Cashier's Check, or a Letter of Credit, in conformity with the requirements of Sections 153.54 and 153.571 (B) of the Ohio Revised Code. If A Bid/Performance Bond (Exhibit A) is used, the Bond shall be in the full amount of the bid

and signed by a Surety company authorized to do business in the State of Ohio, and accompanied by the Surety's sufficient power of attorney affirming said signature. If a Certified Check, Cashier's Check, or Letter of Credit is used, the instrument shall be drawn on a solvent bank in an amount not less than ten percent (10%) of the Bid. A letter of credit shall be revocable only at the option of the Township. The bid guarantee shall be given as security that, if the Bid is accepted, the Bidder will enter into a contract in conformity with the Bid, plans, details, specifications and bills of material.

All bid guarantees shall be made payable to the order of the **BRUNSWICK HILLS TOWNSHIP BOARD OF TRUSTEES, MEDINA COUNTY, OHIO**. Should a bid be rejected, the bid guarantee submitted in the form of a Certified Check, Cashier's Check, or Letter of Credit will be returned immediately upon the awarding of the contract, or decision to reject all bids. If a ten percent (10%) bid guarantee is used, the successful bidder will be required to submit a one-hundred percent (100%) performance bond as set forth in Exhibit A within ten (10) days of written notice of acceptance of his bid.

If for any reason, other than as authorized by Section 9.31 of the Ohio Revised Code or Division (G) of Section 153.54, the bidder to whom the contract shall have been awarded shall refuse or neglect within ten (10) days after due notice that the contract has been awarded to them to execute the same and furnish security in the amount required, the bidder, or its surety, shall be liable to the Township for the difference between the previously accepted bid, and that of the next lowest bidder, or a penal sum not to exceed ten percent (10%) of the grand total bid, whichever is less. If the Township rebids the project, a sum not to exceed ten percent (10%) of the grand total bid, or the costs in connection with the resubmission of, printing new contract documents, required advertising and printing, and mailing notices to prospective bidders, whichever is less.

Copies of the bid and bid guarantee shall be endorsed with the name of the bidder, and filed in the same envelope. Bonds or letters of credit must also be endorsed by the surety or sureties. Names of endorsers shall also be typed immediately below the signatures.

SECTION VI.

The Contractor shall guarantee all materials and work performed for a period of two (2) years from the date of completion. The Contractor warrants and guarantees for a period of two years from the date of completion of the project that all items performed are free from defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the project resulting from such defects. The County will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be necessary by such defects, the County may do so and charge the Contractor the costs thereby incurred. The Maintenance Bond shall remain in full force and effect through the guarantee period. Said Bond shall be supplied at completion of the project and after passage of the final inspection for a two (2) year period in the amount of ten percent (10%) of the construction cost, specifying the **Board of Brunswick Hills Township Trustees** and the **Board of Medina County**

Commissioners as the protected parties.

SECTION VII.

Securities Approval:

The Board of Brunswick Hills Township Trustees shall determine the sufficiency of all securities. All bonds filed pursuant to this bid offer shall be issued by a surety company authorized to conduct business in this state as surety, approved by the Board of Brunswick Hills Township Trustees.

SECTION VIII.

Minimum Wages:

Wages to be paid to all labor employees on this contract shall be in accordance with the Ohio Department of Commerce, Division of Labor and Worker Safety. Bidders are cautioned to assure the completeness of said wage schedules, and to notify the Township prior to the bid date of any omitted schedules.

The Contractor agrees to provide the Township with full and complete documentation of payment of prevailing wages to all employees of the Contractor and of its subcontractors governed by Prevailing Wage law.

The Contractor further agrees to stay informed of applicable prevailing wage rates and to immediately inform all its subcontractors and the Township of such changes. The Contractor agrees to defend and indemnify the Township, its elected officials, agents and employees, against all claims, actions, demands, judgments, settlements, damages, liabilities, losses, and costs of any kind, including, but not limited to, reasonable fees of attorneys and experts, arising from or related to the Contractor's failure to inform its subcontractors of changes in prevailing wage rates.

SECTION IX.

Other Costs and Requirements:

Bids must include all costs of furnishing labor, materials, equipment, supervision, coordination, and all other things necessary for the full and complete performance of the project and all costs of fulfilling the requirements of laws, rules, and regulations pertaining thereto. The following is a partial list of ancillary contract costs and requirements. Said list is provided for the convenience of Bidders, to assist in their inclusion of all components of costs and fulfillment of all requirements, though this list does not recite all such costs and requirements.

1. Bids must include the cost of all required bonds.
2. Bids must include the cost to procure all permits and licenses, to pay all charges, fees and taxes, and to provide all notices necessary and incidental to the due and lawful prosecution of the Work.

3. Bids must include the cost of insurance coverage of the type and at least in the amounts set forth in the specifications and bid provisions.
4. Brunswick Hills Township is exempt from all sales, excise, and transportation taxes, with the exception of State of Ohio motor fuel tax. Bid prices shall exclude all such taxes.

SECTION X.

Liability:

The Contractor shall comply with all provisions of the laws and rules of the Ohio Bureau of Workers' Compensation covering all operations under the Contract whether performed by the Contractor or its subcontractor. Contractor will agree to provide workers' compensation coverage on all employees utilized under this Agreement, as required by Ohio law, or to see that such coverage is provided by any subcontractor utilized. Contractor further will agree to hold the Township harmless and indemnify and defend the Township's trustees, officers, employees, and agents against any claim for damages raised against them as a result of Contractor's failure to provide or assure such coverage.

The Contractor shall provide general liability insurance while work is in progress and during the time the contract is in effect. The amount of coverage shall be a Minimum of **ONE MILLION DOLLARS (\$1,000,000) property damage and ONE MILLION DOLLARS (\$1,000,000) bodily injury.**

The Contractor shall provide comprehensive automobile liability insurance for all owned, non-owned, and hired vehicles. The amount of coverage for each occurrence shall be a Minimum of **ONE MILLION DOLLARS (\$1,000,000) property damage and ONE MILLION DOLLARS (\$1,000,000) bodily injury.**

A Certificate of Liability Insurance must be submitted to the Brunswick Hills Township Trustees and made an attachment to the successful bid prior to the execution of the contract agreement. Said Certificate of Liability Insurance shall name **Brunswick Hills Township, the Brunswick Hills Township Trustees, and The Medina County Engineer** as additional insureds.

The Contractor shall be liable for all amounts including that in excess of the insurance, if any, and the Contractor shall agree, in writing, to hold the Township harmless from all claims of damages resulting from the work undertaken.

Should Contractor's policy of liability insurance be canceled or subject to reduction of coverage, Contractor will immediately notify the Township of such cancellation or reduction and shall use its best efforts to obtain the level of coverage required by this Contract. The inability of Contractor to obtain such replacement coverage may warrant the immediate suspension of this contract, at the sole discretion of the Township.

SECTION XI.

Personal Property Taxes:

Brunswick Hills Township, prior to entering into a formal contract with the successful bidder will receive from the contractor, a signed affidavit stating their personal property tax liability to Medina County. This form shall be included in this package, **(Exhibit D)** .

SECTION XII.

Factors for Acceptance or Rejection of Bids:

1. Pursuant to Ohio Revised Code 5575.01 and 5575.02, a contract shall be awarded to the lowest and best Bid.
2. Any Bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be rejected.
3. The Township reserves the right to reject any and all Bids, and also the right to waive any informality in the Bid. The Township has the right to postpone the decision to award a contract for up to forty-five (45) days.
4. No contract shall be awarded to any person, firm, or corporation that is in arrears or is in default to the Township upon any debt or contract, or that is in default as surety or otherwise upon any obligation to the Township, or that has an unresolved finding of recovery with the State Auditor, or has been debarred by the Township or Medina County from consideration for contract awards.

SECTION XIII.

Precautions:

All Bidders should take the following precautions in preparing his bid:

1. Sign and fill out each proposal completely. Only bid documents filled out with permanent marking instruments (i.e., pen or typewriter) will be considered in awarding of the contract. Bid documents totals and signatures completed with pencil will not be read or accepted.
2. Make sure the bid guarantee is properly executed and signed.
3. Where a guaranteed bond is utilized, make sure it is properly executed and signed by both the surety and the bidder, with the names of the parties signing typed immediately below their signatures; affix any corporate seal.

4. Make sure that the agent of the surety bonding company can furnish on demand.
 - a. credentials showing his power of attorney.
 - b. certificate showing the legal right of the company to conduct business in the State of Ohio.

SECTION XIV.

Interpretations of Bidding Documents:

Bidders shall promptly notify the County Engineer through Dan Becker, Project Engineer, (330) 723-9655, of any ambiguity, inconsistency or error which he may discover upon examination of the bidding documents. Bidders requiring clarification or interpretation of the bidding documents shall make a written request to the Township, prior to the date of bid opening.

Any written interpretation, correction or change of the bidding documents will be made by addendum. Interpretations, corrections or changes of the bidding document made in any other manner will not be binding, and the bidders shall not rely upon such interpretations, corrections and changes.

SECTION XV.

Payment:

The successful contractor will bill Brunswick Hills Township for the items (or proposals) included in this bid.

Retainage requirements as detailed in the contract shall be followed in order to process invoices.

Invoices shall itemize actual quantities of materials used (by proposal) in the same form as the Contractor's Bid Blank.

Completed invoices will be addressed to the Brunswick Hills Township Board of Trustees and sent directly to the Township Fiscal Officer.

Approved invoices will be forwarded to the Township Trustees for payment.

The Township will remit payment of approved invoices directly to the Contractor within 45 days of the date that the invoice is received by the Township.

INVOICE: BRUNSWICK HILLS TOWNSHIP BOARD OF TRUSTEES

MAIL COMPLETED INVOICES AND CORRELATED DOCUMENTATION, I.E.
TICKETS, AFFIDAVITS, PAYROLL RECORDS, ETC. TO:

Katherine Esber, Brunswick Hills Township Fiscal Officer
1918 Pearl Rd.
Brunswick Hills, Ohio 44212



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: **Schlabach, Steve**
Organization: **Melway Paving Company Inc.**
Date: **3/27/2019 3:27:22 PM**

This search produced the following list of **61** possible matches:

Name/Organization	Address
Bocook, Steve	
Connell, Steve	8851 Cedar Hills Road
Crockett, Steve	3280 Morse Rd., Suite 214
Ellison, Steven	1832 Wynnwood Lane
Freeman, Steven	213 W Como Ave
Johnson, Steven	1110 East Main Street, Apartment 611
Johnson, Steven	4027 Shaker Road
Rogers, Steven	159 Virginia Avenue
Setzer, Steve	13 Honeysuckle Lane
Steed, Steve	1825 Connecticut Avenue SE
Bischof, Ronald	3227 Rustic Valley Drive
Donald, Sterling K	6303 Meyers Dr
Fischbach, Justin G.	26986 Glenside Lane
Haddix, Stella	
Harmony Community School,	
Harmony Community School, c/o Buckeye Community Hope Foundation,	3021 East Dublin Granville Road
Harmony Community School, c/o Buckeye Community Hope Foundation,	3021 East Dublin Granville Rd.
Harmony Community School, c/o Buckeye Community Hope Foundation,	3021 East Dublin Granville Road
Harmony Community School, c/o Buckeye Community Hope Foundation,	3021 East Dublin-Granville Rd.
Harmony Community School, c/o Buckeye Community Hope Foundation,	3021 East Dublin Granville Rd.
Harte Crossroads High School,	350 Columbus City Center Drive
Harte Crossroads Public Schools	350 Columbus City Center Drive
Institute of Charter School Management and Resources,	368 South Patterson Boulevard
Ones, Stephanie	95 Birchmead Road

Name/Organization	Address
Jones, Stephen Todd	16605-J Redcliff Drive
Travelers Casualty and Surety Company of America	304 N. 2nd Street
Liberty Local School District,	4115 Shady Road
Millard, Stephanie	2120 Kemper Lane, Apartment 1
Ohio Farmer's Insurance Company	2120 Kemper Lane Apartment 1
Ohio Farmers Insurance Company	2120 Kemper Lane Apt. 1
Ohio Farmers Insurance Company	2120 Kemper Lane Apt. 1
Ohio Farmers Insurance Company	2120 Kemper Lane, Apartment 1
Ohio Farmers Insurance Company	2120 Kemper Lane, Apt. 1
Ohio Farmers Insurance Company (Westfield Group)	2120 Kemper Lane, Apartment 1
Phipps, Stephanie	3572 B Big Run Road
Rauschenbach, Timothy	315 Hopewell Drive
Rhea Academy Community School,	
Rheinfrank, Stephanie	345 Delaware Dr
Venice Group, Inc.	1565 Integrity Drive E.
Schaeffer, Herman	
Schaeffer, Joyce	
Schaffter, David	417 Main Street
Schaffter, David	908 Hidden Valley Drive
Travelers Casualty and Surety Company of America	41200 Ravens Edge Way
Schmidt, Creston	1278 Vicki
Schneider, David	20088 Center Ridge Road
The Hanover Insurance Group, Inc	20088 Center Ridge Road
The Hanover Insurance Group, Inc	20088 Center Ridge Road
Scholarts Preparatory and Career Center for Children,	PO Box 360895
Schweikert, Mark	109 Conren Drive
Sites, Stephen	204 Lane Street
Sites, Stephen	3702 Christopher Pl
Sites, Stephen	3702 Christopher Place
Sites, Stephen	845 Marion Pike
Harris Computer ACE Charter School Services	845 Marion Pike
Hartford Fire Insurance Company	845 Marion Pike
Starks, Jr., Chester	11470 Euclid Ave. #170
Starks, Jr., Chester	11470 Euclid Avenue #170
The Harte School,	350 Columbus City Center Drive
The International Preparatory School	1301 East 9th Street Suite 1000
Theodore Roosevelt Public Community School,	c/o Richland Academy 75 North Walnut Street

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.



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Organization:

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Johnson, Steven	4027 Shaker Road
Rogers, Steven	159 Virginia Avenue
Setzer, Steve	13 Honeysuckle Lane
Steed, Steve	1825 Connecticut Avenue SE
Bischof, Ronald	3227 Rustic Valley Drive
Donald, Sterling K	6303 Meyers Dr
Fischbach, Justin G.	26986 Glenside Lane
Haddix, Stella	
Harmony Community School,	
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin Granville Road
Harmony Community School, c/o Buckeye Community Hope Foundation,	3021 East Dublin Granville Rd.
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin Granville Road
Harmony Community School, c/o Buckeye Community Hope Foundation,	3021 East Dublin-Granville Rd.
Harmony Community School, c/o Buckeye Community Hope Foundation	3021 East Dublin Granville Rd.
Harte Crossroads High School,	350 Columbus City Center Drive
Harte Crossroads Public Schools,	350 Columbus City Center Drive
Institute of Charter School Management and Resources,	368 South Patterson Boulevard
Jones, Stephanie	95 B Mead Road

Name/Organization	Address
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Travelers Casualty and Surety Company of America	304 N. 2nd Street
Liberty Local School District,	4115 Shady Road
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Ohio Farmer's Insurance Company	2120 Kemper Lane Apartment 1
Ohio Farmers Insurance Company	2120 Kemper Lane, Apt. 1
Ohio Farmers Insurance Company	2120 Kemper Lane Apt. 1
Ohio Farmers Insurance Company	2120 Kemper Lane, Apartment 1
Ohio Farmers Insurance Company	2120 Kemper Lane, Apt. 1
Ohio Farmers Insurance Company (Westfield Group)	2120 Kemper Lane, Apartment 1
Phipps, Stephanie	3572 B Big Run Road
Rauschenbach, Timothy	315 Hopewell Drive
Rhea Academy Community School,	
Rheinfrank, Stephanie	345 Delaware Dr
Venice Group, Inc.	1565 Integrity Drive E.
Schaeffer, Herman	
Schaeffer, Joyce	
Schaffter, David	417 Main Street
Schaffter, David	908 Hidden Valley Drive
Travelers Casualty and Surety Company of America	41200 Ravens Edge Way
Schmidt, Creston	1278 Vicki
Schneider, David	20088 Center Ridge Road
The Hanover Insurance Group, Inc	20088 Center Ridge Road
The Hanover Insurance Group, Inc	20088 Center Ridge Road
Scholarts Preparatory and Career Center for Children,	PO Box 360895
Schweikert, Mark	109 Conren Drive
Sites, Stephen	204 Lane Street
Sites, Stephen	3702 Christopher Pl
Sites, Stephen	3702 Christopher Place
Sites, Stephen	845 Marion Pike
Harris Computer ACE Charter School Services	845 Marion Pike
Hartford Fire Insurance Company	845 Marion Pike
Starks, Jr., Chester	11470 Euclid Ave. #170
Starks, Jr., Chester	11470 Euclid Avenue #170
The Harte School,	350 Columbus City Center Drive
The International Preparatory School	1301 East 9th Street, Suite 1900
Theodore Roosevelt Public Community School,	c/o Richland Academy 75 North Walnut Street

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[EXHIBIT A]

2019 BRUNSWICK HILLS TOWNSHIP ROAD BID

MEDINA COUNTY, OHIO

FORM OF BID GUARANTEE / PERFORMANCE BOND

"KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Melway Paving Company, Inc. as principal

and Ohio Farmers Insurance Company as sureties,

are hereby held and bound unto **Brunswick Hills Township Trustees** as obligee in the penal sum of the Dollar Amount of the bid submitted by the principal to the obligee on

March 21, 2019 to undertake the project known as **The 2019 Brunswick Hills Township Road Bid**. The penal sum referred to herein shall be the Dollar Amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the obligee. In no case shall the penal sum exceed the amount of _____ DOLLARS. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 12th day of March, 2019.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named principal has submitted a bid for The 2019 Brunswick Hills Township Road Bid.

NOW, THEREFORE, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for

bidding, the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in

[EXHIBIT A] – Cont'd

connection with the resubmission of, printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

Now, also, if the said Melway Paving Company, Inc.

shall well and faithfully do and perform the things agreed by

The Brunswick Hills Township Trustees of Brunswick Hills Twp., Medina County, Ohio to

be done and performed according to terms of said contract; and shall pay all lawful claims of subcontractors, material, men, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material men or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal sum amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond.

Melway Paving Company, Inc.

(Contractor)

By: 

Ohio Farmers Insurance Company

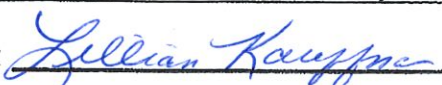
(Surety)

One Park Circle, PO Box 5001

(Address of Surety)

Westfield Center, OH 44251

By: Lillian Kauffman, Attorney-in-Fact

Attest: 

Hummel Group, Inc.

PO Box 250, Berlin, OH 44610

(Address of Agent)

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 02/14/19, FOR ANY PERSON OR PERSONS NAMED BELOW.

General
Power
of Attorney

CERTIFIED COPY

POWER NO. 3401722 04

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DAVID COIL, LILLIAN KAUFFMAN, THOMAS YODER, KARA D. SCHROCK, JASON LEE TROYER, JOINTLY OR SEVERALLY

of **BERLIN** and State of **OH** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **14th** day of **FEBRUARY** A.D., **2019**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **14th** day of **FEBRUARY** A.D., **2019**, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **12th** day of **March** A.D., **2019**



Frank A. Carrino, Secretary

**Financial
Statement**

December 31, 2018

Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251-5001

**OHIO FARMERS INSURANCE COMPANY
BALANCE SHEET**

12/31/18
(in thousands)

Assets	
Cash, cash equivalents, and short term investments	57,706
Bonds	456,847
Stocks	137,628
Subsidiaries	1,977,203
Real estate	130,031
Premiums receivable	117,431
Other assets	142,647
Total assets	3,019,493
Liabilities	
Reserve for unearned premiums	171,785
Reserve for unpaid losses and loss expenses	335,594
Reserve for taxes and other liabilities	234,715
Total liabilities	742,094
Surplus	
Surplus to policyholders	2,277,399
Total surplus	2,277,399
Total liabilities and surplus	3,019,493

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is National Surety Leader - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State ofOhio..... and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2018.

Attest:

Frank Carrino

Frank A. Carrino
Group Legal Leader, Secretary

Dennis P. Baus

Dennis P. Baus
National Surety Leader
Senior Executive

Sworn to before me this 13th day of February A.D. 2019.

My Commission Does Not Expire
Sec. 147.03 Ohio Revised Code

David A. Kotnik

David A. Kotnik
Attorney at Law
Notary Public - State of Ohio



Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

John R. Kasich - Governor

Jillian Froment - Director

Certificate of Compliance



Issued 06/28/2018

Effective 07/01/2018

Expires 06/30/2019

I, Jillian Froment, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

OHIO FARMERS INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Inland Marine
Aircraft	Medical Malpractice
Allied Lines	Multiple Peril - Commercial
Boiler & Machinery	Multiple Peril - Farmowners
Burglary & Theft	Multiple Peril - Homeowners
Collectively Renewable A & H	Noncancellable A & H
Commercial Auto - Liability	Nonrenew-Stated Reasons (A&H)
Commercial Auto - No Fault	Ocean Marine
Commercial Auto - Physical Damage	Other Accident only
Credit Accident & Health	Other Liability
Earthquake	Private Passenger Auto - Liability
Fidelity	Private Passenger Auto - No Fault
Financial Guaranty	Private Passenger Auto - Physical Damage
Fire	Surety
Glass	Workers Compensation
Group Accident & Health	
Guaranteed Renewable A & H	

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2017 that it has admitted assets in the amount of \$3,107,895,303, liabilities in the amount of \$773,381,320, and surplus of at least \$2,334,513,983.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Jillian Froment, Director





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hummel Group, Inc. 4585 State Route 39 PO Box 250 Berlin OH 44610	CONTACT NAME: Kara Schrock PHONE (A/C, No, Ext): (330) 893-2600 FAX (A/C, No): (330) 893-3339 E-MAIL ADDRESS: kschrock@hummelgrp.com																					
INSURED Melway Paving Co., Inc. Holmes Supply Corporation S & S Transport, Inc. dba Melway Service Corp. 7571 State Route 83 Holmesville OH 44633	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Westfield Insurance Company</td><td>24112</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Westfield Insurance Company	24112	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Westfield Insurance Company	24112																				
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** 2019-2020 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER	X		TRA3556797	2/1/2019	2/1/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 500,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td>Employee Benefits</td><td>\$ 1,000,000</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000	Employee Benefits	\$ 1,000,000
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000																				
MED EXP (Any one person)	\$ 10,000																				
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GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
Employee Benefits	\$ 1,000,000																				
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS			TRA3556797	2/1/2019	2/1/2020	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>Medical payments</td><td>\$ 5,000</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Medical payments	\$ 5,000				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
Medical payments	\$ 5,000																				
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			TRA3556797	2/1/2019	2/1/2020	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 10,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 10,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 10,000,000	AGGREGATE	\$ 10,000,000		\$								
EACH OCCURRENCE	\$ 10,000,000																				
AGGREGATE	\$ 10,000,000																				
	\$																				
A	WORKERS COMPENSATION ☒ EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TRA3556797 (Employers Liab. Only)	2/1/2019	2/1/2020	<table border="1"><tr><td>PER STATUTE ☒ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 1,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 1,000,000</td></tr></table>	PER STATUTE ☒ OTHER		E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
PER STATUTE ☒ OTHER																					
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
A	Hired Auto Physical Damage Coverage			TRA3556797	2/1/2019	2/1/2020	Comprehensive Ded - \$1,000 Collision Ded - \$1,000 ACV														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 2019 Brunswick Hills Township Road Bid.

Brunswick Hills, Brunswick Hills Board of Trustees, and the Medina County Engineers are an additional insured if required by written contract or agreement, subject to the general liability blanket additional insured endorsement included on this policy. Cancellation clause applicable is 10 day notice of cancellation.

CERTIFICATE HOLDER

CANCELLATION

CERTIFICATE HOLDER Brunswick Hills Township Board of Trustee Medina County 1918 Pearl Road Brunswick, OH 44212	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE D Coll CIC, FLMI/KSCH
---	--

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[Home \(/s/\)](#)
 [Search...](#)
[Login](#)

ODOT Pre-Qualified Contractors

Enter Contractor to search on

Melway

ACCOUNT NAME

VENDOR ID

ADDRESS

APP EXP DATE

WORK TYPES

MELWAY PAVING
CO INC

111305002

7571 ST RT 83
HOLMESVILLE OH, 44633
330-279-9000

2019-08-31

1. Clearing and Grubbing
2. Building Removal
4. Roadway Excavation and Embankment Construction
6. Incidental Grading
7. Soil Stabilization
8. Temporary Soil Erosion & Sediment Control
9. Aggregate Bases
10. Flexible Paving
11. Apply Bituminous Treatments
13. Pavement Planing, Milling, Scarification
15. Sawing
16. Flexible Replacement
19. Structure Removal
35. Drainage (culvert, misc.)
38. Miscellaneous Concrete
39. Maintenance of Traffic
40. Waterproofing
46. Landscaping
47. Mowing
48. Trucking

Toggle Work Types

Select Work Types

- ✓ 1. Clearing and Grubbing
- ✓ 2. Building Removal
- 3. Gas, Oil, Water Well

Abandonments

- ✓ 4. Roadway Excavation and Embankment Construction
- 5. Major Roadway

Excavation

- ✓ 6. Incidental Grading
- ✓ 7. Soil Stabilization
- ✓ 8. Temporary Soil Erosion & Sediment Control
- ✓ 9. Aggregate Bases
- ✓ 10. Flexible Paving
- ✓ 11. Apply Bituminous

Treatments

- 12. Rigid Paving
- ✓ 13. Pavement Planing,

Milling, Scarification

- 14. Concrete Texturing

- ✓ 15. Sawing
- ✓ 16. Flexible Replacement
- 17. Rigid Pavement

Replacement

- 18. Pavement Rubblizing,

Breaking, Pulverizing

- ✓ 19. Structure Removal
- 20. Level 1 Bridge
- 21. Level 2 Bridge
- 22. Level 3 Bridge
- 23. Reinforcing Steel
- 24. Structural Steel

Erection

- 25. Stud Welding
- 26. Structural Steel

Painting

<< 1 / 1 >>



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
00748325

Period Specified Below
07/01/2018 to 07/01/2019

MELWAY PAVING COMPANY INC
7571 STATE ROUTE 83
HOLMESVILLE, OH 44633-9633



www.bwc.ohio.gov
Issued by: BWC


Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

CERTIFICATION OF COMPLIANCE

Melway Paving Co., Inc.
7571 State Route 83
Holmesville, OH 44633

Effective Dates: 02/07/2019 through 08/06/2019

The Equal Opportunity Division of the Ohio Department of Administrative Services (Division) hereby issues Melway Paving Co., Inc. a Certificate of Compliance. The Certificate shall be in force for 180 days from the date of issuance.

Section 9.47 of the Revised Code requires the Division to review affirmative action programs and plans of each company desiring to participate on state-assisted construction contracts and determine whether that company has violated any affirmative action programs and goals for which that company was obligated to meet during the preceding five years. Based on the above-referenced review, the Division has found no such violation(s).

Please be advised that for Melway Paving Co., Inc. to maintain certification status, Melway Paving Co., Inc. must continue to ensure equal employment opportunities in accordance with applicable State and Federal EEO laws, rules, regulations and guidelines, and meet those contractual obligations for which Melway Paving Co., Inc. has agreed.



Todd McGonigle
Acting Deputy Director
State EEO Coordinator

[EXHIBIT B]

THE 2019 BRUNSWICK HILLS TOWNSHIP ROAD BID

MEDINA COUNTY, OHIO

STATEMENT OF BIDDER RESOURCES AND EXPERIENCE

The Bidder, in order to secure consideration of his Bid, will here submit a statement of work performed similar to that to be done under this proposed contract. He will further mention the larger items of his equipment and organization. He is further invited to submit evidence of his financial ability to perform the work by the stipulated completion date(s).

See attached

Project and Work	Owner's Representative and Phone Number	Engineer or Architect Rep Name and Phone Number	Contract Amount	Completion Date
ODOT 170540 SR 39, Holmes Co Resurfacing	ODOT, District 11, Chuck Sweeny 330-260-2017	ODOT, District 11, Jerred Glaugue, 330-308-3996	\$ 1,804,741.51	07-2018
Medina Co-Greenwich Rd	Medina Co Commissioners, 144 N Broadway, Medina OH 44256 330-723-3641	Andy Conrad, PE, PS 330-723-9559	\$ 1,849,928.65	10-2018
Holmes Co Sales Tax Project-Paving	Holmes County Commissioners, 330-674-0286	Holmes County Engineer, Chris Young, 330-674-1856	\$ 2,730,552.11	09-2018
Stark Co-422 Resurfacing	Stark Co Commissioners 330-451-7371	Stark Co Engineer, Patrick Marx 330-477-6781	\$ 758,992.82	08-2018
Summit County 405 Resurfacing	Summit County Engineer, 538 E South St, Akron OH 44311 330-643-2850	Alan Brubaker, PE, PS 330-643-2850	\$ 1,911,063.75	07-2017
Stark County-422 Resurfacing	Stark Co Commissioners 330-451-7371	Stark Co Engineer, Patrick Marx 330-477-6781	\$ 548,215.56	09-2017
Holmes County Road Paving Project	Holmes County Commissioners, 330-674-0286	Holmes County Engineer, Chris Young, 330-674-1856	\$ 2,363,188.61	09-2017
ODOT 170093 Holmes Co	ODOT, District 11, JD Marlatt 330-260-0648	ODOT, District 11, Todd Moore, 330-339-6633	\$ 1,564,909.74	06-2017
Holmes County -Chip & Seal	Holmes County Commissioners, 330-674-0286	Holmes County Engineer, Chris Young, 330-674-1856	\$ 895,081.05	08-2016
Stark County-422 Resurfacing	Stark Co Commissioners 330-451-7371	Stark Co Engineer, Patrick Marx 330-477-6781	\$ 607,450.00	09-2016
Medina County-405 Resurfacing	Medina County Commissioners 330-723-3641	Medina County Engineer, Bill Viovide 330-764.8780	\$ 863,094.00	09-2016
Holmes County Trail Buggy/Bike Path Phase 1 and 4 Repair Project	Holmes County Park District, 1 Trail Drive, Suite B Millersburg OH 44654	Linn Engineering Inc., 534 Market St, Zanesville OH 43701 740-452-7434	\$ 280,238.06	09-2015
Summit County-405 Resurfacing	Summit County Engineer, 538 E South St, Akron OH 44311 330-643-2850	Alan Brubaker, PE, PS 330-643-2850	\$ 1,022,669.50	09-2015
Ohio Dept of Transportation-Ashland	ODOT-District 3, 906 Clark Ave, Ashland OH 44805 419-281-0513	Robert Weaver, PE, PS 419-207-7155	\$ 896,167.40	09-2015
Stark County-422 Resurfacing	Stark Co Commissioners 330-451-7371	Stark Co Engineer, Patrick Marx 330-477-6781	\$ 626,097.20	08-2015
Medina County-405/422 Resurfacing	Medina Co Commissioners, 144 N Broadway, Medina OH 44256 330-723-3641	Andy Conrad, PE, PS 330-723-9559	\$ 2,438,389.20	08-2015
ODOT Project 14-0381 Hol US 62	ODOT, District 11, JD Marlatt, 330-260-0648	ODOT, District 11, Todd Moore, 330-339-6633	\$ 3,001,005.45	12-2014
Stark County H-3 2014 Cold Mix Project	Stark County Commissioners 330-451-7371	Stark Co Engineer, Patrick Marx 330-477-6781	\$ 786,547.62	09-2014
Medina County 405 & 422 Project	Medina County Commissioners 330-723-3641	Medina County Engineer, Bill Viovide 330-764-8780	\$ 1,456,667.16	09-2014
Holmes County Road 77 Resurfacing Phase II	Holmes County Commissioners, 330-674-0286	Holmes County Engineer, Chris Young, 330-674-1856	\$ 232,718.95	09-2013
ODOT Project 13-8020 Resurfacing Rt 39	ODOT, District 11, JD Marlatt, 330-260-0648	ODOT, District 11, JD Marlatt, 330-260-0648	\$ 4,043,318.20	10-2013
Holmes County Road 77 Resurfacing Phase III	Holmes County Commissioners, 330-674-0286	Holmes County Engineer, Chris Young, 330-674-1856	\$ 232,631.50	09-2013

OP		OR		OT	
431	82 Babcock-Allot Paver	547	89 Bomag BW120AD Roller	448	14 Etnyre Chip Spreader
433	88 Blaw-Knox RoadWidner	548	Dresser Roller w/Ropps	450	16 Etnyre Chip Spreader
440	02 Roadtec Paver	549	Dresser Roller w/Ropps	649	Cat Broom SSL Bull8B
442	Barber-Green BG200 Paver	550	Galion Trench Roller	662	93 John Deere Broom 5300
443	05 Roadtec Paver	551	91 Bomag 120AD1 Roller	673	00 Rosco Chall. II Broom
444	00 Blaw-Knox RoadWidner	553	90 Dynapac CS15 Roller	679	05 Rosco Chall.II Broom
445	02 CedarRapids Trnsfr Mach	554	91 Hyster C530A Rt Roller	684	12 Rosco Broom
446	86 Midland Paver	559	01 Bomag BW120AD-3 Rllr	688	14 Rosco Chall. 6 Broom
447	01 Midland Paver	560	06 Bomag BW120AD-4 Rllr	881	Kalamazoo Striper
449	16 Paver	561	Hypac C530AH Rt Roller		
451	16 Carlson Paver	562	06 Cat CS563E Pad Foot Rllr		
452	Midland Road Widner SPR6	564	10 Bomag BW11RH Rt Rllr		
652	73 Galion Grader	565	00 Hypac 9 Wheel Roller		
658	88 Allatt Grader	566	Bomag BW211D-40		
669	Allet 200G Motor Grader	567	15 Bomag BW120AD-4 Rllr		
676	98 Wirtgen Pavement Prof.	568	01 Bomag Roller		
681	07 Terex/CMI Pulverizer	569	Cat CB54 Roller		
682	98 Champion 750A Grader	570	14 Bomag Roller		
683	06 Bomag MPH122-2 Reclaimer	663	95 Case 1845C Skid Steer		
685	08 Wirtgen Reclaimer	665	99 Case 1845C Skid Steer		
687	CAT 304E Mini Hoe	672	01 Cat 236 Skid Steer		
690	2014 Cat Grader 12M2	675	02 Cat 236 Skid Steer		
691	Noram Grader 65E2	678	08 Cat 256C Skid Steer		
915	99 Cat 966G Loader	680	12Cat Skid Steer		
923	John Deer Loader	686	16 Cat Skid Steer		
938	Dozer	689	Skid Steer		

DT		SB	
218	88 Intl S/A Dump	313	KW T880 Distributor
219	90 Intl T/A Dump (2654)	314	16 KW T880 (Tar Tk)
220	95 Mack RD688S	316	00 GMC 8500 Distributor
224	92 KW T-450 Dump	317	13 KW T-800 Distributor
227	07 KW T-800 Dump	318	08 KW T-800 Distributor
228	05 Mack Slinger Dump	322	90 KW T-450 Distributor
229	06 KW T-800 Dump	336	95 KW T-450 Distributor
230	08 KW T-800 Dump		
231	08 KW T-800 Dump	302	96 Freightliner Water Truck
232	91 GMC TopKick Dump (Choke)	315	02 Mack Water Truck
233	16 KW T-880 Dump		
234	16 KW T-880 Dump	894	Crackfiller
235	16 KW T-880 Dump		
236	17KW T-880 Dump		
237	18 KW T-880 Dump		
238	18 T-880 Dump Truck		

[EXHIBIT C]

THE 2019 BRUNSWICK HILLS TOWNSHIP ROAD BID

MEDINA COUNTY, OHIO

NON-COLLUSION AFFIDAVIT

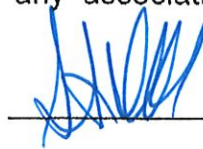
STATE OF OHIO)

COUNTY OF Holmes) ss.

Steve Schlabach, being first duly sworn, deposes

and says that he/she is President of
(Sole Owner, Partner, President)

Melway Paving Co., Inc, the party making the foregoing proposal or bid; that such bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Brunswick Hills Township Trustees or any person or persons interested in the proposed contract, and that such bidder has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.



Affiant

Sworn to and subscribed before me this day of

March 21, 2019.

Notary Public in and for



(seal)

Holmes County, State of Ohio

My commission expires



Diann Root
Notary Public, State of Ohio
My Commission Expires
October 21, 2020

[EXHIBIT D]

PERSONAL PROPERTY TAX VERIFICATION AFFIDAVIT

Now comes the bidder, Melway Paving Co., Inc.,
upon a competitive bid for 2019 Brunswick Hills Township Road Bid
on the 21st day of March, 2019, and
first being duly sworn deposes and says that he / she / it was not

(was or was not)

charged at the time the bid was submitted with any delinquent personal property taxes
on the general tax list of personal property of Medina County.

(If applicable), the amount due and unpaid delinquent personal property tax

\$. Further Affiant Sayeth Naught.

(signature)

Steve Schlabach-President

(title)

Sworn to before me this 21st day of March, 2019

Notary Public, State of Ohio

My Commission expires



Diann Root
Notary Public, State of Ohio
My Commission Expires
October 21, 2020

**(THIS AFFIDAVIT MUST BE COMPLETED BEFORE A CONTRACT MAY BE
ENTERED INTO UNDER OHIO REVISED CODE CHAPTER 5719.042)**

[EXHIBIT E]

INDEPENDENT CONTRACTOR INDEMNIFICATION CLAUSE

The contractor and the owner mutually agree that the relationship formed by this agreement is intended to be that of customer and independent contractor, and is not an employment relationship. The contractor hereby represents that it is not an entity over whom the National Labor Relations Board has ever declined jurisdiction.

The contractor further agrees and covenants that, should a safety issue or complaint arise from, or involving, an employee, agent or representative of the contractor; the contractor will indemnify and hold the owner harmless, and will assume all legal and financial responsibility for said issue or complaint including, but not limited to, all fines, fees, costs, corrective action, provision of equipment, training and administration.

The contractor further agrees and covenants that, should a safety related issue, suit, or complaint be filed against the owner by an employee, agent, or representative of the contractor, the contractor will pay all associated costs of the owner, as the owner deems necessary, in order to defend, correct, or resolve said issue or complaint.

Signed: Melway Paving Co., Inc.



Contractor Steve Schlabach-President

03-21-19

Date

SUMMARIZED ENGINEER'S ESTIMATE

**2019 BRUNSWICK HILLS TOWNSHIP ROAD BID
FOR
COUNTY SPEC. 402 INTERMEDIATE ASPHALT COURSE &
ODOT ITEM 422 SINGLE CHIP & SEAL
WITH STIPULATED TRAFFIC CONTROL**

Proposal No. 1 - T.H. 138 Laurel Road (W.130th to Brunswick City Limits) \$ 120,915.40

Proposal No. 2 - T.H. 103 S. Carpenter Road (Sleepy Hollow to Laurel) \$ 110,879.29

Grand Total \$ 231,794.69

SUBMITTED BY: Andrew J. Conrad
Andrew J. Conrad, P.E., P.S.
Medina County Engineer

DATE: 1-16-2019

CONTRACTOR'S
BID STATEMENT AND SUMMATION

**2019 BRUNSWICK HILLS TOWNSHIP ROAD BID
FOR
COUNTY SPEC. 402 INTERMEDIATE ASPHALT COURSE &
ODOT ITEM 422 SINGLE CHIP & SEAL
WITH STIPULATED TRAFFIC CONTROL**

Proposal No. 1 - T.H. 138 Laurel Road (W.130th to Brunswick City Limits) \$ 101,724.55

Proposal No. 2 - T.H. 103 S. Carpenter Road (Sleepy Hollow to Laurel) \$ 87,855.20

Grand Total \$ 189,579.75

COMPANY NAME: Melway Paving Co., Inc.

SUBMITTED BY:  Steve Schlabach

COMPANY TITLE: President

ADDRESS: 7571 State Route 83

ZIP: Holmesville, OH 44633

PROPOSAL NO. 1 of 2 Proposals

CONTRACTOR'S BID BLANK

To the Board of The Brunswick Hills Township Trustees;

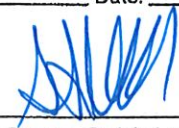
The undersigned, having full knowledge of the site and specifications for the following proposal, hereby agrees to furnish all services, labor, material and equipment necessary to complete said proposal as specified by the stipulated completion date(s). The undersigned further agrees to accept this total amount bid (based on estimated quantities) and understands that actual payment may vary according to actual quantities used. The unit prices bid shall be applied to actual quantities of materials used to form the basis of final payment. The total of said payments for all individual proposals will not exceed the total amount awarded for the entire contract.

Date of Bid Opening: 1:30 P.M., Ohio Time March 21st, 2019Date of Completion: September 13th, 2019For improving T.H. 138 Laurel Road Section West 130th to Brunswick City Limits

Materials identified by 2016 State of Ohio, Department of Transportation, Construction and Material Specifications, January 1, Edition shall prevail.

Length:	3,980 (Feet)		Length:	0.75 (Miles)	
Width:	21.0 (Feet)		Choke Aggregate Rate:	10.0 (Lbs/SY)	
Area:	9,287 (Sq. Yds.)		Mix Aggregate Rate:	150 (Lbs/SY)	
Repair Rate:	(Cu. Yds./Mile)		CMS-2 Rate:	17.5 (Gals/Ton)	
Aggr. Rate:	20 (Lbs/SY)		CRS-2 Rate:	0.55 (Gals/SY)	
Item	Quantity	Units	Item Description	Unit Cost	Total Cost
407	929	Gals	SS-1 Bit. Tack Coat @ 0.1 Gals/S.Y.	\$ 2.00	\$ 1,858.00
CS402	826	Tons	2" County Spec. Inter. Course @ 3200 Lbs./C.Y.	75.00	61,950.00
703	46	Tons	No. 9 Limestone Choke at 10 Lbs/SY	19.00	874.00
614	0.75	Miles	Temp. Center Line, Class 2 (CS402 Base Course)	400.00	300.00
422	93	Tons	#8 ACBF Slag Cover Aggr. @20 Lbs./C.Y.	80.00	7,440.00
422	5,108	Tons	CRS-2 Bit. Latex Mod. Seal Coat @ 0.55 Gals/S.Y.	2.20	11,237.60
617	280	Tons	24" Crushed Berm Material (3" Depth)	30.00	8,400.00
643	0.75	Miles	Yellow Water-Based Painted Center Line, Class 1	2,560.00	1,920.00
643	1.51	Miles	White Water-Based Painted Center Line, Class 1	2,045.00	3,087.95
643	30	L.F.	24" White Polyester Painted Stop Line, Class 1	11.90	357.00
604	2	Each	Furnish & Install Survey Monuments, EJIW 2966Z with 2965A Box Cover	555.00	1,110.00
614	1	Lump Sum	Traffic Control - CS402 & Chip Seal	3,190.00	3,190.00
Grand Total					\$101,724.55

Company Title: President Telephone: (330) 279-9000 Date: 03-21-19

Company Name: Melway Paving Co., Inc. By: 
Steve Schlabach

PROPOSAL NO. 2 of 2 Proposals

CONTRACTOR'S BID BLANK

To the Board of The Brunswick Hills Township Trustees:

The undersigned, having full knowledge of the site and specifications for the following proposal, hereby agrees to furnish all services, labor, material and equipment necessary to complete said proposal as specified by the stipulated completion date(s). The undersigned further agrees to accept this total amount bid (based on estimated quantities) and understands that actual payment may vary according to actual quantities used. The unit prices bid shall be applied to actual quantities of materials used to form the basis of final payment. The total of said payments for all individual proposals will not exceed the total amount awarded for the entire contract.

Date of Bid Opening: 1:30 P.M., Ohio Time March 21st, 2019Date of Completion: September 13th, 2019

For improving T.H. 103 South Carpenter Road Section Sleepy Hollow Road to Laurel Road
Materials Identified by 2016 State of Ohio, Department of Transportation, Construction and Material Specifications, January 1, Edition shall prevail.

Length:	3,464 (Feet)	Length:	0.66 (Miles)
Width:	21.0 (Feet)	Choke Aggregate Rate:	10.0 (Lbs/SY)
Area:	8,083 (Sq. Yds.)	Mix Aggregate Rate:	150 (Lbs/SY)
Repair Rate:	(Cu. Yds./Mile)	CMS-2 Rate:	17.5 (Gals/Ton)
Aggr. Rate:	20 (Lbs/SY)	CRS-2 Rate:	0.55 (Gals/SY)

Item	Quantity	Units	Item Description	Unit Cost	Total Cost
407	808	Gals	SS-1 Bit. Tack Coat @ 0.1 Gals/S.Y.	\$ 2.00	\$ 1,616.00
CS402	719	Tons	2" County Spec. Inter. Course @ 3200 Lbs./C.Y.	75.00	53,925.00
703	40	Tons	No. 9 Limestone Choke at 10 Lbs/SY	19.00	760.00
614	0.66	Miles	Temp. Center Line, Class 2 (CS402 Base Course)	400.00	264.00
422	81	Tons	#8 ACBF Slag Cover Aggr. @20 Lbs./C.Y.	80.00	6,480.00
422	4,446	Tons	CRS-2 Bit. Latex Mod. Seal Coat @ 0.55 Gals/S.Y.	2.20	9,781.20
617	244	Tons	24" Crushed Berm Material (3" Depth)	30.00	7,320.00
643	0.66	Miles	Yellow Water-Based Painted Center Line, Class 1	2,560.00	1,689.60
643	1.32	Miles	White Water-Based Painted Center Line, Class 1	2,045.00	2,699.40
604	1	Each	Furnish & Install Survey Monuments, EJIW 2966Z with 2965A Box Cover	555.00	555.00
614	1	Lump Sum	Traffic Control – CS402 & Chip Seal	2,765.00	2,765.00
Grand Total					\$ 87,855.20

Company Title: President Telephone: (330)279-9000 Date: 03-21-19Company Name: Melway Paving Co., Inc. By:  Steve Schlabach

**2019 BRUNSWICK HILLS TOWNSHIP ROAD BID
FOR
COUNTY SPEC. 402 INTERMEDIATE ASPHALT COURSE &
ODOT ITEM 422 SINGLE CHIP & SEAL
WITH STIPULATED TRAFFIC CONTROL**

SUPPLEMENTAL SPECIFICATIONS

I. PROJECT SCOPE

Bids are requested for County Spec. 402 Intermediate Asphalt Course & ODOT Item 422 Single Chip & Seal with stipulated Traffic Control on 1.41 mile of roads in Brunswick Hills Township, Medina County, Ohio.

Application rate for the ODOT Item 422 seal coat included in the individual proposals can/should be adjusted by the Contractor to rates appropriate to the conditions he finds at the time of application. At no time shall the adjusted rates exceed those specified without **prior** approval by the Brunswick Hills Township Trustees.

The Township reserves the right to eliminate, increase or decrease the estimated quantities of any line item or to non-perform any lump sum item.

The Contractor shall be capable of adjusting to these demands and perform any additional work as directed by the Board of Trustees or their representative.

The Contractor will be responsible for supplying all aggregate needed for the project.

II. PROJECT STARTUP/COMPLETION

Before construction starts on any portion of this project, the Township shall notify all emergency agencies, post offices, the local school district, and residents affected by the improvement and advise each of the estimated time that the project is expected to take.

Work shall be completed to the satisfaction of the Township and the road(s) shall be opened by **September 13th, 2019**. Should the work not be complete by **September 13th, 2019**, the contractor may be subjected to pay liquidated damages at the rate specified in ODOT 108.07, in addition to the costs incurred by the Township for inspection supervision and other related engineering expenses.

Any request for extension of the completion date must be made by the contractor, in writing, fifteen (15) days prior to the original completion date. The Contractor shall state reasons for and the number of days requested for the extension.

The Contractor shall supply sufficient proof of the need for extension such as diary of days lost due to extraordinary weather, extra work authorized by the Township, and/or circumstances beyond control. The Township will only consider an extension of completion after receiving a written request. Extension of the completion date shall only be given upon the approval of the Board of Township Trustees.

Delays caused by Contractor scheduling conflicts and Contractor ordering of materials will not be considered as grounds for extension approval.

III. SPECIFICATIONS & TERMS

The Construction & Material Specifications of the State of Ohio, Department of Transportation (CMS) (latest edition as of the date of advertisement), excluding sections 102 and 103 titled "Bidding Requirements and Conditions" and "Award and Execution of Contract" shall serve as standard specifications for contract work awarded hereunder. Said Construction & Material Specifications are referenced herein as the "Standard Specifications". Requirements, terms, conditions and covenants of the Contract, Instructions to Bidders, Supplemental Specifications, and Bid Documents shall control over conflicting terms found in the Standard Specifications. Wherever in the contract documents reference is made to the CMS, the provisions of the referenced Item shall have the full force and effect as if rewritten herein.

However, the method of measurements, basis of payment, and pay items shall be directed in the material specifications or bid proposal forms. The Contractor shall be responsible for providing his own copy of the CMS.

Wherever the following terms appear in the Standard Specifications, said terms shall have the following meaning:

A. The terms "State", "State of Ohio", "Department", and "Department of Transportation" refer to the Township, acting through its Board of Trustees.

B. The terms "Director" and "DDD" refers to the Board of Township Trustees or it's duly authorized representative.

C. The terms "DCE" and "Engineer" refers to the Medina County Engineer fulfilling his statutorial obligation to the Brunswick Hills Township Board of Trustees.

D. The term "Laboratory" refers to such testing laboratory or consultant as shall be designated by the Board of Township Trustees or it's duly authorized representative.

A numerical designation for an "Item" referenced herein refers to the description of said Item Number as provided by the Standard Specifications. Bidders are specifically referred to the definitions provided by section 101.03 of the Standard Specifications. Any undefined trade and technical words and terms shall be deemed to have the meaning established by trade usage in the highway/bridge construction and civil engineering consultation business.

All work and materials furnished shall conform to the CMS, unless otherwise indicated in the Supplemental Specifications or as directed by the Board of Township Trustees. Materials and/or products used for this project shall have their specifications submitted to the project coordinator at the pre-construction meeting for review.

IV. OTHER CONTRACTOR DUTIES

In addition to the duties cited by the Standard Specifications and elsewhere in these Bid Documents, the Contractor has the following duties:

A. The Contractor shall diligently protect and preserve all stakes, paint marks, bench marks and survey monuments set or used by the Township or County, and shall be responsible for securing therefrom proper lines, stationing and check of application rates for the resurfacing work to be performed. All necessary control lines and grades will be given to the Contractor by the Township. The Township will provide construction staking as needed by the Contractor. There will be no cost to the Contractor, if proper advance notice (5 working days) is given. Request for construction staking can be made through the Project Coordinator. If it is necessary to reset any stakes which have been disturbed, the Contractor must pay the Township all such costs of

re-staking at the rate of One-Hundred Dollars (\$100.00) per hour.

B. At least two working days prior to commencing construction operations in an area which may involve underground utility facilities, the Contractor shall notify the Project Coordinator, the Ohio Utility Protection Service (1-800-362-2764), the Oil and the owners of each underground utility facility, to allow surface marking of facility locations.

V. INSPECTION

The Board of Township Trustees and duly authorized assistants and agents, shall have, at all times, immediate access and right to enter upon the Work site and other Work premises occupied by the Contractor. The Contractor shall provide safe and proper facilities for permitting such entrance and for inspecting and testing purposes. Subcontractors shall have similar obligations imposed by subordinate contracts. Suppliers shall allow access for inspection and/or testing for materials being utilized as part of the contract. The Contractor shall furnish the Township with all reasonable facilities for ascertaining that the materials and Work are in accordance with the requirement and intention of the Specifications and contract, even to the extent of uncovering or removing portions of finished Work.

The Contractor shall give definite information, at any time, as to the place from which, or persons from whom, any material is being or will be procured. All materials to be used may be subjected to such tests as the Board of Township Trustees may require to assure that such materials conform, in all respects, to the requirements of the Specifications, or that they are equal in quality to samples submitted by the Contractor. All materials which do not conform to such requirements shall be rejected, and the Contractor shall remove such rejected materials from the vicinity of the Work within twenty-four (24) hours thereafter. All material used on the project must be available for inspection by the Board of Township Trustees at least forty-eight (48) hours before installation.

The inspection and supervision of the Work and materials by the Board of Township Trustees, assistants, and inspectors is intended to aid the Contractor in accomplishing the fulfillment of duties and obligations under the contract, but such inspection and supervision shall not relieve the Contractor from contract obligations, absent written waiver by the Board of Trustees.

Defective Work shall be made good and unsuitable materials may be rejected, notwithstanding that such Work and materials have been previously overlooked by the Board of Township Trustees and accepted for estimated for payment. If the Work, or any part thereof, is found, at any time before the acceptance of the whole Work and for the period of the Maintenance Bond thereafter, to be defective, or to contain defective materials, the Contractor shall make good such defects under the direction of the Board of Township Trustees.

The Contractor shall schedule inspection a minimum of twenty-four (24) hours in advance of the performance of the respective Work. At the pre-construction meeting, the Board of Township Trustees shall provide to the Contractor with phone numbers and names of a contact person and of the Board of Township Trustees's inspectors. The Contractor shall inform the Board of Township Trustees of his Work schedule and the hours that Work will be performed. The Board of Township Trustees shall approve the Contractor's schedule and hours of operation before the Contractor may begin Work.

When work is scheduled and the Contractor desires to change the approved schedule, the Contractor shall contact the Board of Township Trustee's inspector at or before 7:30 a.m. of the scheduled Work date to cancel or adjust the hours of inspection. If the Contractor fails to contact the Board of Township Trustee's inspector as stated above or if the notice is within two (2) hours

of the scheduled inspection and is insufficient to cancel attendance by the Board of Township Trustee's inspector, the Contractor may be charged for two (2) hours of inspection time at the rate of fifty (50) dollars per hour.

VI. CHANGES IN QUANTITY OF WORK

The material quantities as given in the Estimated Quantities are approximations only. The Township Trustees shall have the power to alter by increasing, decreasing or deleting the quantities of Work to be done, either before or after the commencement of construction.

If such change involves the reduction or omission of any material or Work called for in the original Bid Documents or Specifications, there shall be no right with the Contractor for any claims for losses or damages, or for loss of profit, growing out of such omission. If any such change involves additional material or labor, upon which the price is fixed in the Contract, that price shall govern. Any such change shall in no way relieve the Contractor of or affect any of the obligations hereunder.

VII. NIGHT, SUNDAY & HOLIDAY WORK

No Work requiring the presence of the Board of Township Trustee's inspectors will be permitted from 9:00 p.m. through 7:00 a.m. or on Saturday, Sunday or Holidays, except in a case of an emergency, and then only to such an extent as is absolutely necessary and by written permission of the Board of Township Trustees.

VIII. SUBCONTRACTING

All subcontractors must be approved by the Board of Township Trustees. The Contractor shall submit a written list of subcontractors and suppliers that he intends to use to the Board of Township Trustees prior to the signing of the final contract agreement. The list shall include contact name, address, cell number and office contact information.

IX. CHANGE ORDER

No deviations from the original Bid Documents and specifications set forth herein shall be authorized unless done so in writing, signed by the Board of Township Trustees specifying the exact cost of such change.

X. PAYMENT

Payment(s) shall be made in conformity to Chapter 153 of the Ohio Revised Code.

XI. PRE-CONSTRUCTION MEETING

Shortly after the contract is awarded, a pre-construction conference may be arranged to discuss the scheduling and performance of the work. The prime Contractor and each of his Subcontractors shall attend the conference. The prime Contractor shall provide at pre-construction meeting a list of the products to be used, subcontract contact information, and construction progress schedule.

XII. PRE-BID INQUIRIES/ PROJECT COORDINATOR

Any questions regarding the contents of these bid specifications should be directed to:

Dan Becker, Project Engineer
Medina County Engineer's Office
791 West Smith Road
Medina, Ohio 44256
(330) 723-9662

Questions regarding this project, scheduling a pre-construction meeting, etc. should be directed to the Township Service Department through:

Paul Magovac, Road Supervisor
(330) 220-4784

Questions concerning administrative needs, e.g. invoicing, payments, prevailing wage rates, contract agreements, etc. should be directed to the Township Trustees through:

Katherine Esber, Brunswick Hills Township Fiscal Officer
1918 Pearl Rd.
Brunswick Hills, Ohio 44212
(330) 220-8182

XII. BASIS OF PAYMENT: MATERIAL QUANTITIES

The accumulated quantities of each material used to complete these individual operations shall be totaled and tabulated by proposal. Payment will be the Unit Price Bid times the quantity of material ticketed and approved to complete each proposal.

Said Unit Price and payment shall be full compensation for furnishing and placing all materials unless otherwise noted.

XIII. MATERIALS

A. BITUMINOUS PLANT MIX

Item County Spec (C.S.) 402 - Asphalt Concrete Base Course

1. Bituminous Hot Mix Asphalt material specified as (County Spec.) CS 402 shall meet the appropriate requirements of ODOT Item 441 with the following exceptions:
 - A. All coarse aggregates used in these proposals will be crushed limestone and will conform to 703. The use of recycled aggregates or pavement grindings in plant mix is prohibited.
 - B. Coarse and fine aggregates shall be combined such that the resulting blend shall be within the following limits:

<u>Sieve</u>	<u>Total Percent Passing</u>
1"	100
3/4"	85-100
3/8"	20-45
No. 4	15-30
No. 16	10-25
No. 50	3-15
No. 200	0-5
PG 58-28	4.3%

- C. Successful proportioning has been achieved using No. 67 large aggregate and natural sand being limited to approximately 10% of the total mix weight.
- D. Previous experience has shown that proper proportioning will achieve a yield of approximately 3,200 lbs. per cubic yard.
- E. Estimated quantities illustrated on the accompanying Contractor's Bid Blanks are derived using this 3,200 lb. per cubic yard conversion factor.
- F. Allowance deviation of bitumen content from the target value be limited to + or - 0.3 percent.
- G. The quantity of bitumen added may be adjusted by the Contractor within the specified limits to produce a satisfactory mixture.

2. Preparing Existing Surface

- A. Power-brooming should be sufficient preparation for all portions of the road surface being resurfaced.
- B. Butt Joints may be needed at the start and ending of the resurfacing and at all intersections. The costs incurred to perform the subsequent butt joint operation are incidental to this item.
- C. The cleaned surface will be tacked pursuant to Item 407 included in the accompanying bid blanks prior to resurfacing.
- D. The Contractor will be required to string the edge of any course where his operator is unable to produce a continual straight pavement edge satisfactory to the Engineer.

3. Application and Finishing:

- A. Pavement mixtures shall be spread and finished in accordance with 401.15 except that the weight to volume conversion factor derived by the mixture's specific JMF shall apply.
- B. The spreading operation shall be achieved through the use of a full-size, self-propelled paver per 401.12 having a basic heated screed width of 10 feet, adjustable hydraulic side extensions, and proper overall size and weight to maintain uniform profile grade and continual material placement.

- C. Resurfacing will be restricted to paving each travel lane separately. Full-width paving of the entire pavement surface will not be allowed.
- D. The longitudinal joint from any one day's resurfacing shall not remain open for more than 24 hours. Any accumulated stone against said joint shall be power-broomed away before the joint is closed.

4. Rolling

- A. Rollers shall conform with 401.13 and there will be a minimum of two rollers incorporated in the paving train. Additional rollers may be necessary should the speed of the resurfacing warrant.
- B. Rollers may be steel tandem, 3-wheel or a combination of pneumatic tire and steel tandem at the discretion of the Contractor.
- C. Compaction of the mixture shall be in accordance with 401.16. Rolling may be delayed to avoid excessive lateral displacement in deeper thicknesses of the overlay if directed by the Engineer. Final rolling shall be continued until roller marks are eliminated.

B. **ITEM 422 CHIP & SEAL APPLICATION**

422.02 Materials -

1. Item 422 (CRS-2/RS-2 Bituminous Seal Coat) will be refined from asphaltic base crude, applied at the rates stipulated on the individual bid proposals and shall conform to 702.04.
2. All seal coats will incorporate a modified emulsion containing a liquid latex additive of no less than 3% of the total volume applied.
3. Cover aggregates used in these proposals will be No. 8 crushed air-cooled blast furnace slag and will conform to 703.05.

422.05 Test Strip -

Construction of a test strip will not be required to determine initial application rates. The target application rates for the Binder and Cover Aggregate are included in the Contractor's Bid Blank(s).

Adjustments to the application rates can and should be made by the Contractor to rates appropriate to the conditions found at the time of application and are to be made in accordance with 422.07 and 422.08. At no time shall the adjusted rates exceed those specified on the Contractor's Bid Blank(s) without prior approval by the Engineer.

422.09 Construction Operation -

The sealed surface shall be power-broomed within 24 hours of the initial application to remove excess aggregate. Additional costs incurred to perform the subsequent brooming operation are incidental to this item. All drive aprons that receive CS402 will be chip & sealed.

422.10 Quality Control -

1. The Township may sample any bituminous materials used.
2. It will be the Contractor's responsibility to collect these samples, representative of his production when directed by the Inspector.
3. Samples will be taken in the presence of the Township's Inspector at the job site of each course unless otherwise instructed.
4. The completed samples become the property of the Township.
5. These samples may be tested by the Township at an independent testing laboratory.
6. Determination of mix compliance will be derived from the results of these tests.
7. Failure of a product to meet the requirements of its applicable specifications may result in non-acceptance of the work and subject the Contractor to possible penalty deemed appropriate by the Brunswick Hills Township Trustees after consultation with the Medina County Engineer.

422.13 Basis of Payment -

Item 422.12 will not be used as a method of measurement for payment. The Township will pay for accepted quantities at the contract prices for the actual number of tons of aggregate and the actual number of gallons of bituminous material placed, completed, and accepted.

Permanent Traffic Paint

1. Pavement markings shall be fast dry, water based paint ready-mixed and comply with Item 740 of the CMS.
2. Glass beads shall conform to Item 740.03 Type B and will be applied at a rate not less than 15 pounds per hundred square feet in accordance with Item 642.04.
3. Official striping logs are available through the Township.

XIV. TICKETING, MATERIAL SAMPLING & TESTING

A. TICKETING

Payment will depend on an accurate and disciplined collection of weight tickets accumulated during the construction of individual Items to complete each proposal.

Consequently, the Township will require tickets daily for all materials delivered to the project site.

Surplus portions of any material remaining in a truck at the end of the completed day's work or proposal shall be re-weighed, ticketed and a duplicate copy of said ticket presented to the Township's Inspector no later than the start of the next working day.

B. MATERIAL SAMPLING & TESTING

The Township may require at least two (2) sets of twin samples during each day of resurfacing, generally (1) set morning and (1) set afternoon from each course applied.

It will be the Contractor's responsibility to collect these samples representative of his production when directed by the Inspector.

Samples will be taken in the presence of the Inspector at the job site of each course unless otherwise instructed.

The specific method of sampling will be left to the individual discretion of the Contractor except for the following requirements:

1. The completed samples become the possession of the Township.
2. These samples may be tested by the Township in an independent testing laboratory.
3. Determination of mix compliance will be derived from the results of these tests.
4. Failure of a product to meet the requirements of its applicable specification may result in non-acceptance of the work and subject the Contractor to possible penalty as described in the O.D.O.T. Construction and Material Specification Handbook Acceptance Schedule for deviations for the aggregate and as outlined below in the Acceptance Schedule for Asphalt Binder deviations.

<u>Pay Factor</u>	<u>% Deviation from JMF</u>
1.00	0
0.98	0.01-0.20
0.90	0.21-0.30
0.80	0.31-0.40
0.60	0.41-0.50
Remove and Replace	>0.50

The Contractor may have the sister sample retained by the Township tested at his expense by an independent test lab acceptable to both the Board of Township Trustees and the Contractor if he wishes to dispute the original test results. This test result will be binding.

XV. MAINTAINING TRAFFIC

A. **All roads will remain open to local traffic at all times.**

B. The Contractor will erect and maintain "Road Construction-Traffic Maintained" (OC-4) or "Road Work Ahead" (W20-1), "Loose Stone", Special "Shoulder Drop Off" signs & "DO NOT PASS" and "PASS WITH CARE" signs along the project, as well as at intermediate intersections. **These signs will be left up in place until all work is completed and approved.**

- C. The Contractor will erect and maintain supplemental traffic control devices, Type III barricades, and flagger(s) on specified stationary and mobile supports of sufficient strength, stability and reflectorized with Type G sheeting in compliance with the "Ohio Manual of Uniform Traffic Control Devices" and the Ohio Department of Transportation, "Temporary Traffic Control Manual", 2005 edition.
- D. Flaggers will wear proper attire, utilize a "Stop/Slow" paddle and maintain a "Flagger Ahead" sign (W20-7) or (W20-7a) on a mobile support no less than 150 feet in advance of his/her stationary position.
- E. Mobile signs shall be repositioned to appropriate locations periodically during the workday.
- F. Additional flaggers will also be required if a construction train becomes too long or when the construction train approaches within 100' of an intersecting roadway, commercial driveway or other major access.
- G. Any hazard created through the actions of the Contractor will prompt the Contractor to make additional efforts to protect the general public. Contractor will bear any additional expenses to provide this protection.
- H. If it becomes necessary for the Township to supplement any proposal with traffic control normally provided by the Contractor, the acting authority will invoice the Primary Contractor of all costs incurred plus a 10% penalty.
- I. Figure No.1 will be considered the minimum traffic control required to conduct traffic around the paving train.
- J. It is the responsibility of the Prime Contractor to have the necessary traffic control devices and flagger(s) on these work sites prior to the start of any work. Failure to do so is sufficient cause for the Township to suspend work.
- K. **At no time will the Township allow work to be done on both lanes of the road at the same time.**

XVI. MISCELLANEOUS CONSTRUCTION INCIDENTALS

The Primary Contractor will be held responsible for damages caused by him or his Subcontractors to any private drives, personal property, or overhead utilities resulting from associated construction work on this contract. He will also be required to repair what the County Engineer and or Township determines as flawed work at his expense.

XVII. WEATHER CONDITIONS

Application of bituminous materials will NOT be allowed under any of the following conditions:

1. When pavement surface is wet;
2. When air or ground temperature is below 60°F;
3. When weather conditions either threaten or prevent proper handling, mixing, application, or compaction of work to be performed.

XVIII. NEW MONUMENT BOXES

Existing centerline monument boxes (including any that may be buried under the existing pavement surface) will be located and spot painted by the County Surveyor before the pavement planing operation.

At locations where no monument box exists, install a new Medina County monument box after the asphalt concrete surface course has been placed. Contact the Township inspector no less than one week prior to installing new monument boxes so the proposed location can be spot painted in the field.

Use a core drill to cut a cavity for installation of the new monument box, taking care not to disturb the monument pin, and insert an East Jordon Iron Works 2966Z cast iron frame and 2965A frame in the opening. Set the monument box so that the top of the casting and cover will be 1/4" to 1/2" below the asphalt surface course. The void between the frame and the cavity boundary shall be filled with non-shrink mortar conforming to CMS 705.22.

The completed assembly shall be protected by a 1/2 " plywood covering (nailed in place) until the mortar has set sufficiently. Plywood should be no bigger than 3' x 3' square.

The unit price bid for this item shall include all labor, equipment and materials necessary to complete the work described above.

GENERAL NOTES:

FLAGGERS

1. Flaggers are for each direction shall be used to control traffic continuously for as long as a lane closure exists in effect. The flaggers shall be able to communicate with each other or all times.

LENGTH OF CLOSURE

2. It is required that the length of closure be kept to a minimum at all times, as directed by the Engineer, with a maximum allowable length of 3000 feet (914.4 meters). When the ambient temperature exceeds 80° Fahrenheit (27° Centigrade), the Engineer may increase the maximum allowable length of closure to allow for sufficient cooling of the pavement. The Engineer may shorten the maximum allowable length of closure to relieve excessive traffic backups or to improve traffic operation.

SIGN LOCATION AND SPACING

- 3a. The minimum spacing between work zone signs is shown in Table 1. Maximum spacing should not be greater than 1.5 times the distances shown in Table 1.
- 3b. Sign spacing should be adjusted to avoid conflict with existing signs. Minimum spacing to existing signs shall be 200 feet (60 meters) for speeds of 45 mph or less and a minimum of 400 feet (120 meters) for speeds of 50 mph or greater.
- 3c. The location of the advance warning signs should be adjusted to provide for adequate sight distance for the existing vertical and horizontal roadway alignment.

ADJUSTMENTS FOR SIGHT DISTANCE

4. The location of the flagger station and the advance warning signs should be adjusted to provide for adequate sight distance for the existing vertical and horizontal roadway alignment.

BASIC SIGNING

- 5A. ROAD WORK AHEAD (W20-1) signs shall be provided on entrance ramps or roadways entering the work limits.
- 5B. END ROAD WORK (W20-2) signs are only required for lane closures of one hour or less. If the closure is longer than one hour, it is included that these signs be provided on the entrance of all exit ramps, and on roadways exiting the work limits.
- 5C. Overlapping of signing for adjacent projects should be avoided. Signs should be placed at the beginning and end of the work zone which falls within the limits of another traffic control zone shall be omitted or covered during the period when both projects are active.

SIGNING DETAILS

- 6A. The Advisory Speed plaque (W3-1) shall be used when specified in the plan.
- 6B. 36 inch (914 mm) diameter warning signs may be used when the approach speed limit is 40 mph or less.

FLASHING WARNING LIGHTS

7. Type A flashing warning lights shall be used on the ROAD WORK AHEAD (W20-1) and END ROAD WORK (W20-2) signs. Flashing lights are required whenever a night time closure is necessary.

CONES

- 8A. Cone spacing shall be as follows:
 - a) Spacing along the buffer shall be 40 feet (12 meters) center to center.
 - b) Spacing along the approach taper shall be 10 feet (3 meters) center to center.
- 8B. Cone sizes shall be as follows:
 - a) Cones used for daytime traffic control shall have a minimum height of 42 inches (1.1 meters).
 - b) Cones used for nighttime traffic control shall have a minimum height of 42 inches (1.1 meters).
- 8C. Provisions shall be made to stabilize the cones to prevent them from blowing over.
- 8D. A minimum of 2 cones shall be used to close the paved shoulder.

EQUIPMENT/MATERIALS STORAGE

- 9A. No equipment or material shall be located within the taper or buffer zone.
- 9B. When no work is being performed, all material and equipment shall be stored as per CMS 514.03.

AREA ILLUMINATION

- 10A. Adequate area illumination of each flagger station shall be provided at night. Use of portable flood lighting is acceptable.
- 10B. To ensure the adequacy of floodlight placement and the alignment of cones, the contractor and the Engineer shall agree on the location of the flagger station and the location of the floodlights. Floodlight placement and shielding shall be adjusted to the satisfaction of the Engineer.

INTERSECTION/DRIVEWAY ACCESS

11. Within the length of closure, provision shall be made to control traffic entering from intersecting streets and major drives as necessary to prevent wrong-way movements and to keep vehicles off of new pavement not ready for traffic.
 - a) Place across the closed lane, either 3 drums (cones) or baricades, and/or
 - b) Provide an additional flagger at every public street intersection and major driveway.
12. Cones (drums) placed across the closed lane shall be located 25 feet (7.6 meters) beyond the projected pavement edges. Standard Construction Warning W1-40-50. Existing stop signs shall be relocated as necessary to ensure proper location for the traffic conditions. The method of control shall be subject to the approval of the Engineer.

CHIP SEAL OPERATION

12. For chip seal operations, additional signing shall be incorporated in the advance warning area:
 - a) The LOOSE GRAVEL (W6-7) and FRESH TAR (W21-2) signs shall both be used in advance of the chip seal operation.
 - b) Repeat the LOOSE GRAVEL (W6-7) sign with a 35 mph Advisory Speed plaque (W3-1) every half mile per CMS 422.05.
 - c) The LOOSE GRAVEL (W6-7) and FRESH TAR (W21-2) signs shall both be used for signing of side roads intersecting the work area.

FIGURE NO. 2

FIGURE NO. 1

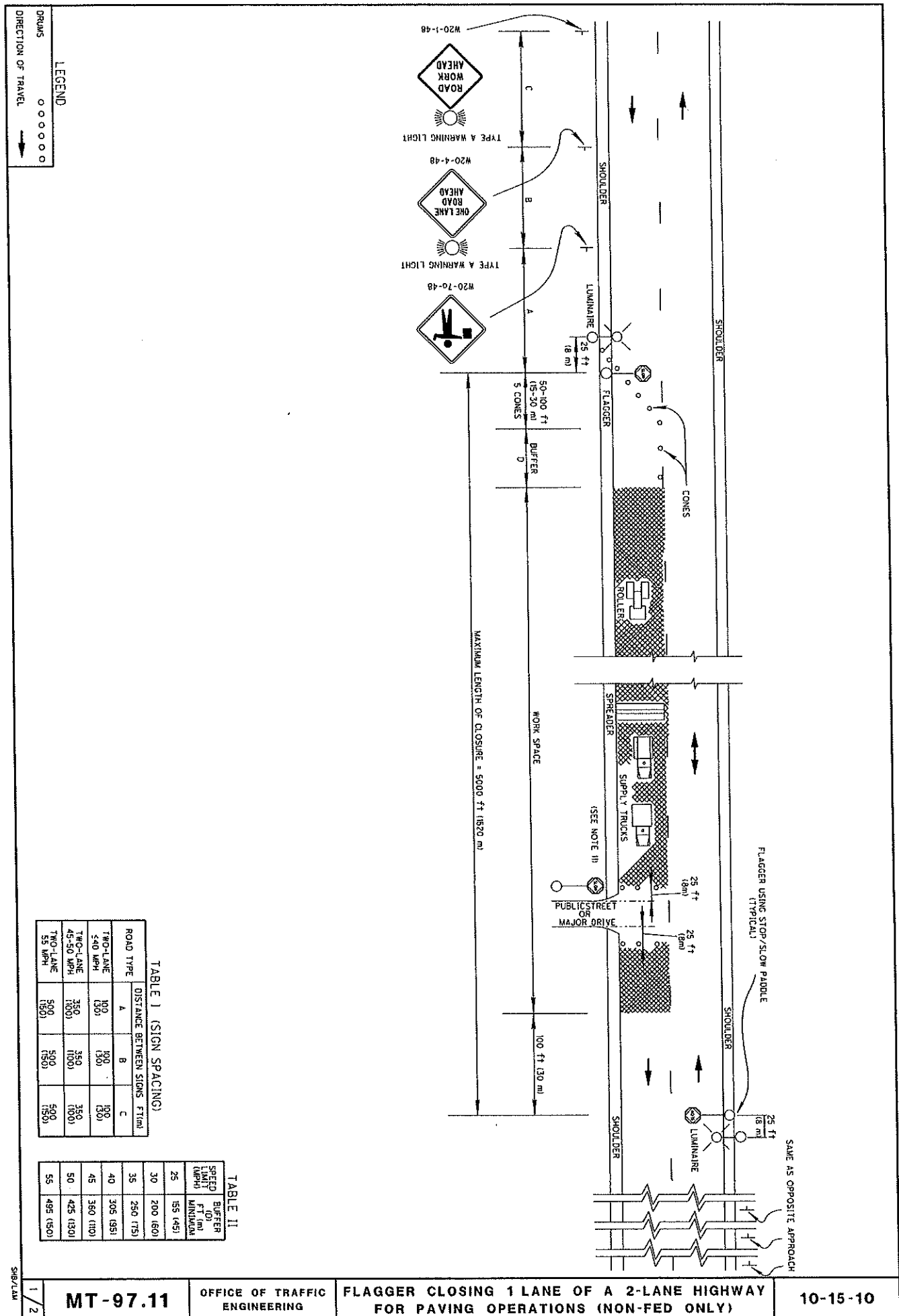
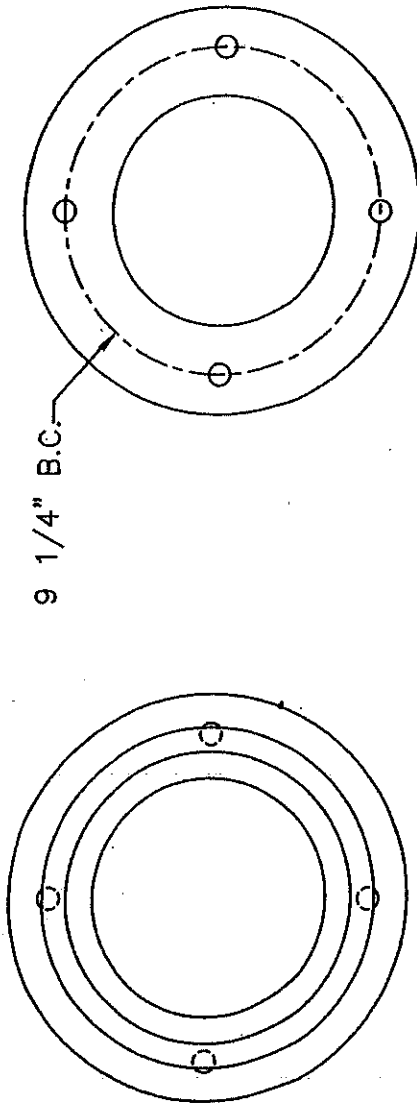
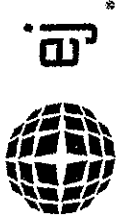


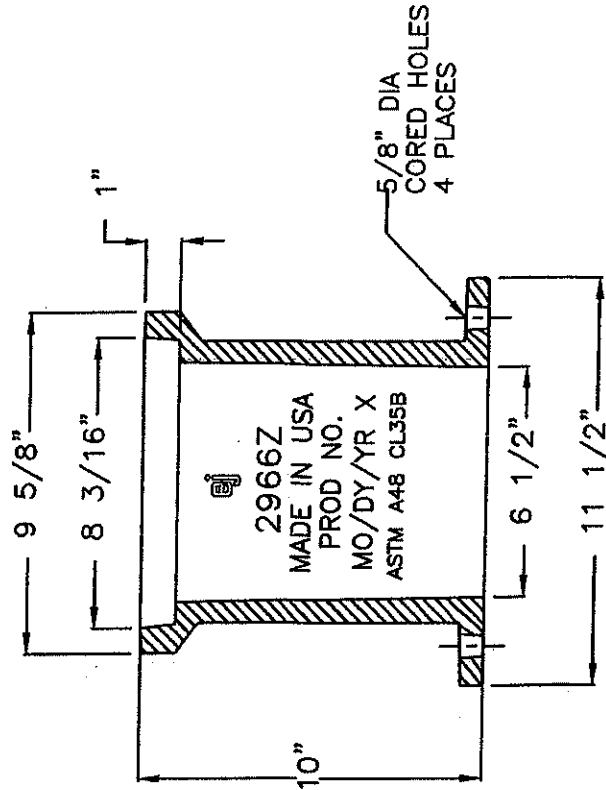
FIGURE 2

2966Z Cleanout/Monument Box Frame



PLAN VIEW

BOTTOM VIEW



SECTION

FIGURE 2

Product Number
00296610

Design Features

- Materials
Gray Iron (CL35B)
- Design Load
Heavy Duty
- Open Area
n/a
- Coating
Dipped
- Designates Machined Surface

Certification
-ASTM A48

-Country of Origin: USA

Drawing Revision
04/10/2008 Designer: GAD
10/01/2014 Revised By: DAE

Disclaimer

Weights (lbs/kg) dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

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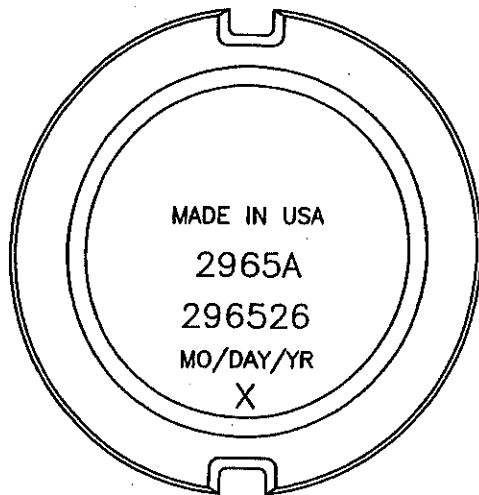
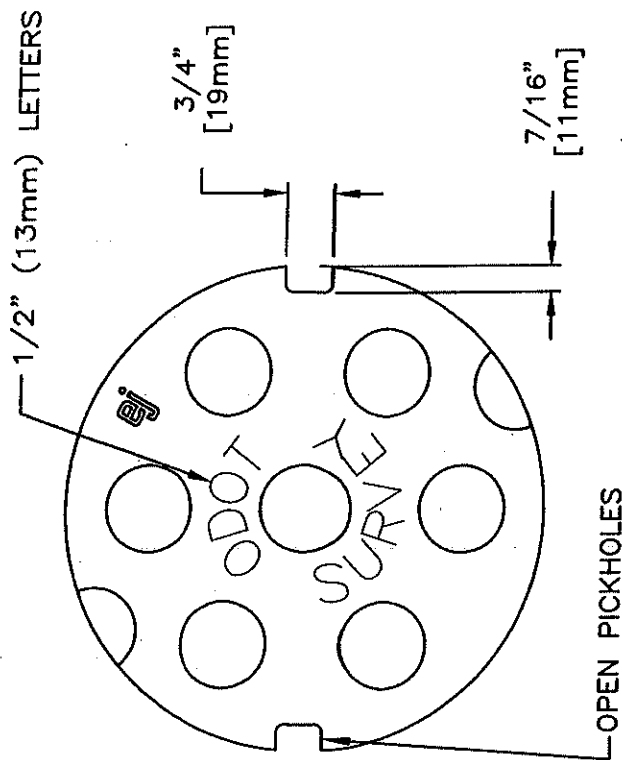
Contact

800 626 4653
ejco.com

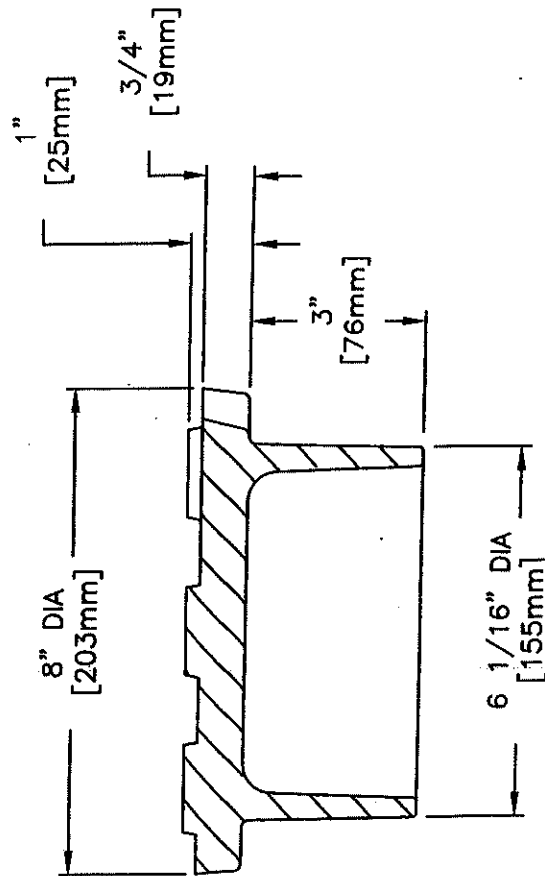
FIGURE 2

FIGURE 2

2965A Cleanout/Monument Box Cover



BOTTOM VIEW



SECTION

FIGURE 2

Product Number
00296526

Design Features

- Materials
Gray Iron (CL35B)
- Design Load
Heavy Duty
- Open Area
n/a
- Coating
Dipped
- Designates Machined Surface

Certification
-ASTM A48

-Country of Origin: USA

Drawing Revision

07/19/2005 Designer: SBB
02/05/2014 Revised By: DVD

Disclaimer

Weights (lbs./kg) dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

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Contact

800 626 4653
ejco.com

FIGURE 2

Prevailing Wage Determination Cover Letter

County: 
Determination Date: 02/19/2019
Expiration Date: 05/19/2019

THE FOLLOWING PAGES ARE PREVAILING RATES OF WAGES ON PUBLIC IMPROVEMENTS FAIRLY ESTIMATED TO BE MORE THAN THE AMOUNT IN O.R.C. SEC. 4115.03 (b) (1) or (2), AS APPLICABLE.

Section 4115.05 provides, in part: "Where contracts are not awarded or construction undertaken within ninety days from the date of the establishment of the prevailing wages, there shall be a redetermination of the prevailing rate of wages before the contract is awarded." The expiration date of this wage schedule is listed above for your convenience only. This wage determination is not intended as a blanket determination to be used for all projects during this period without prior approval of this Department.

Section 4115.04, Ohio Revised Code provides, in part: "Such schedule of wages shall be attached to and made a part of the specifications for the work, and shall be printed on the bidding blanks where the work is done by contract..."

The contract between the letting authority and the successful bidder shall contain a statement requiring that mechanics and laborers be paid a prevailing rate of wage as required in Section 4115.06, Ohio Revised Code.

The contractor or subcontractor is required to file with the contracting public authority upon completion of the project and prior to final payment therefore an affidavit stating that he has fully complied with Chapter 4115 of the Ohio Revised Code.

The wage rates contained in this schedule are the "Prevailing Wages" as defined by Section 4115.03, Ohio Revised Code (the basic hourly rates plus certain fringe benefits). These rates and fringes shall be a minimum to be paid under a contract regulated by Chapter 4115 of the Ohio Revised Code by contractors and subcontractors. The prevailing wage rates contained in this schedule include the effective dates and wage rates currently on file. In cases where future effective dates are not included in this schedule, modifications to the wage schedule will be furnished to the Prevailing Wage Coordinator appointed by the public authority as soon as prevailing wage rates increases are received by this office.

"There shall be posted in a prominent and accessible place on the site of work a legible statement of the Schedule of Wage Rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed, said statement to remain posted during the life of such contract." Section 4115.07, Ohio Revised Code.

Apprentices will be permitted to work only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio Apprenticeship Council.

Section 4115.071 provides that no later than ten days before the first payment of wages is due to any employee of any contractor or subcontractor working on a contract regulated by Chapter 4115, Ohio Revised Code, the contracting public authority shall appoint one of his own employees to act as the prevailing wage coordinator for said contract. The duties of the prevailing wage coordinator are outlined in Section 4115.071 of the Ohio Revised Code.

Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects.

A further requirement of Section 4115.05 of the Ohio Revised Code is: "On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to

that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed."

Work performed in connection with the installation of modular furniture may be subject to prevailing wage.

THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU. (Reference guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing Wage law.)

wh1500

BEFORE FILING A PREVAILING WAGE COMPLAINT, PLEASE READ CAREFULLY!

You May File A Complaint With This Division If:

- A. You were or are employed on the project.
- B. You meet one of the following:

- Any person who submits a bid for the purpose of securing the award of a contract for construction of the public improvement.
- Any person acting as a subcontractor of a person mentioned in (B.1.) above.
- Any bona fide organization of labor which has as members or is authorized to represent employees of a person mentioned in (B.1. or B.2.) and which exists, in whole or in part, for the purpose of negotiating with employers concerning the wages, hours, or terms and conditions of employment of employees.
- Any association having as members any of the persons mentioned in (B.1. or B.2.) of this section.

Do Not Fill Out This Form If:

- A. The project has been completed for two (2) years.
- B. You acted as an "independent contractor" and not as an "employee" of the business, or you were self-employed.
- C. You already have a judgement involving the same wage claim.
- D. The contractor has filed for bankruptcy. (If so, you will need to contact the Bankruptcy Court for further instructions.)

Filing More Than One Complaint:

- A. You must use a separate complaint form for filing against each contractor and/or project.
- B. Each claimant intending to file against a contractor and/or project must use a separate complaint form.

Completing The Prevailing Wage Complaint Form:

- A. [Download or view the form](#), then print out a copy of the form (it is a legal size document, 8½" by 11").
- B. Read all questions on the wage claim form carefully before answering. Please fill out your claim completely, legibly, and accurately. You must sign, date, and have it notarized.
- C. Provide the contractor's name, name of business, correct address, county, and telephone number. You as the claimant are responsible for providing this information.
- D. To help prove your claim, please provide copies of any documentation you have available. For example, pay stubs or a personal record of hours worked on the project. **DO NOT SEND ORIGINALS.**
- E. Be certain that your name, address, social security number, and telephone number are correct. If you do not have a telephone number, please supply this Division with a telephone number where we can reach you. If your address or telephone number changes, it is your responsibility to notify us immediately or your claim could be closed.

The Prevailing Wage Complaint Form (PDF) can be downloaded [here](#).

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CONTACT US

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Phone 614.644.2223
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Email IC@com.state.oh.us

Webmaster
Contact the Webmaster for Questions
or Comments on the Website:
webmaster@com.state.oh.us

CONNECT WITH US



LOOKUP SERVICES

Registered Contractor List
Boiler Information Database
Building Code Compliance Electronic Plan
Submission
Board Of Building Appeals Case Lookup
Elevator Database Lookup

RESOURCES

Federal Wage and Hour
U.S. Consumer Product Safety
Commission
National Electric, Fire Alarm and Sprinkler
Codes
Minor Labor Law Poster
2017 Minimum Wage Poster
2018 Minimum Wage Poster

ABOUT INDUSTRIAL COMPLIANCE

Director Sheryl Maxfield
Interim Superintendent Geoff Eaton

Ohio.gov

INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General

Contractors and subcontractors are required by law to submit certified payroll reports for work on projects covered by Ohio's Prevailing Wage Law. This form meets the reporting requirements established by Ohio Revised Code Chapter 4115. The use of this form is not mandatory, employers may submit their own forms provided that all of the required information is included. This form may be reproduced, or additional copies obtained from:

Ohio Department of Commerce Division of Industrial Compliance and Labor Bureau of Wage & Hour Administration 6606 Tussing Rd. P. O. Box 4009 Reynoldsburg, OH 43068-9009 Phone: (614) 644-2239

Certified Payroll Heading

Employer name and address: Company's full name and address. Indicate if the company is a subcontractor, if so list the name of the General or Prime. Project: Name and location of the project, including county. Contracting Public Authority: Name and address of the contracting public authority. Week Ending: Month, day, and year for last day of reporting period. Payroll #: Indicates first, second, third, etc. payroll filed by the company for the project. Page Indicator: number of pages included in the report. Project Number: Determined by the public authority. If there is no number leave blank.

Information by Column

- 1. Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.
- 2. Work Class: List classification of work actually performed by employee. If unsure of work classification, consult the Ohio department of Commerce, Wage and Hour Bureau. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer.
- 3. Hours Worked, Day & Date: In the first row of column 3 enter days of pay period example; M T W T H F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.
- 4. Project Total Hours: Total the hours entered for pay period.
- 5. Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.
 - Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
 - Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
 - Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.
- 6. Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours X base rate should equal project gross.
- 7. Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the cash space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space Approved Plans. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space Cash & Approved plans. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, calculate the hourly fringe credit by dividing the yearly employer contribution by the lesser of: hours actually worked in the year (these must be documented) or 2080. Fringe benefits include: Employer's share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs.
- 8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.
- 9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.
- 10. Self explanatory.
- 11. Self explanatory.
- 12. Self explanatory.

CONTACT US

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Reynoldsburg, OH 43068

Phone 614.644.2223
Fax 614.644.2618
Email IC@com.state.oh.us

Webmaster
Contact the Webmaster for Questions
or Comments on the Website:
webmaster@com.state.oh.us

CONNECT WITH US



LOOKUP SERVICES

Registered Contractor List
Boiler Information Database
Building Code Compliance Electronic Plan
Submission
Board Of Building Appeals Case Lookup
Elevator Database Lookup

RESOURCES

Federal Wage and Hour
U.S. Consumer Product Safety
Commission
National Electric, Fire Alarm and Sprinkler
Codes
Minor Labor Law Poster
2017 Minimum Wage Poster
2018 Minimum Wage Poster

ABOUT INDUSTRIAL COMPLIANCE

Director Sheryl Maxfield
Interim Superintendent Geoff Eaton

Ohio.gov



**Department
of Commerce**

Division of Industrial Compliance

John R. Kasich, Governor
Jacqueline T. Williams, Director

Bureau of Wage and Hour Administration
6606 Tussing Road - PO Box 4009
Reynoldsburg, OH 43608-9009
Phone 614-644-2239 | Fax 614-728-8639
TTY/TDD 800-750-0750
com.ohio.gov

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PREVAILING WAGE CONTRACTOR RESPONSIBILITIES

This is a summary of prevailing wage contractors' responsibilities. For more detailed information please refer to Chapter 4115 of the Ohio Revised Code

General Information

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$250,000 for new construction or \$75,000 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$91,150 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$27,309 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

- a) Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration
- b) Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census*, but may not increase or decrease more than 3% for any year

Penalties for violation

Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

Intentional Violations

If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- Intentional misclassification of employees for the purpose of reducing wages.
- Intentional misclassification of employees as independent contractors or as apprentices.
- Intentional failure to pay the prevailing wage.
- Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.
- Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.

Responsibilities

- A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.
 1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.

2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
 3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.
- B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
 2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.
- C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
1. Time cards, time sheets, daily work records, etc.
 2. Payroll ledger/journals and canceled checks/check register.
 3. Fringe benefit records must include program, address, account number, & canceled checks.
 4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
 5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.
- D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.
- E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.
- F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
1. **Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.**
- G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.
- H. Supply all subcontractors with the Prevailing Wage Rates and changes.
- I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
1. Employees' names, addresses, and social security numbers.
 - (a) Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
 2. Employees' work classification.
 - (a) Be specific about the laborers and/or operators (Group)
 - (b) For all apprentices, show level/year and percent of journeyman's rate
 3. Hours worked on the project for each employee.

- (a) The number of hours worked in each day and the total number of hours worked each week.
 - 4. Hourly rate for each employee.
 - (a) The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
 - (b) All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
 - 5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
 - (a) When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
 - (b) When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by **dividing the total yearly contribution by 2080.**
 - 6. Gross amount earned on all projects during the pay period.
 - 7. Total deductions from employee's wages.
 - 8. Net amount paid.
- J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.
- K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

PREVAILING WAGE THRESHOLD LEVELS

IMPORTANT NOTICE

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

"New" construction threshold for <i>Building Construction</i>:	\$250,000
---	------------------

"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" threshold level for <i>Building Construction</i>:	\$75,000
---	-----------------

As of January 1, 2018:

"New" construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$91,150
---	-----------------

"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$27,309
---	-----------------

- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill's Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

Ohio Department of Commerce
Division of Industrial Compliance
Bureau of Wage and Hour Administration
6606 Tussing Road, PO Box 4009
Reynoldsburg, Ohio 43068-9009
Phone: 614-644-2239
Fax: 614-728-8639
www.com.ohio.gov



Department of Commerce

Division of Industrial Compliance
John R. Kasich, Governor
Jacqueline T. Williams, Director

Instructions for Filing a Minimum Wage Complaint

There is no cost in having a valid complaint investigated by our office. Please be advised, we cannot provide legal advice or act as your attorney. Also, please note, this office is only able to pursue minimum wage for the hours that are found to be unpaid. You also have the option of pursuing your complaint privately or you may wish to contact an attorney. However, you cannot pursue your complaint through both processes at the same time.

After reviewing the guidelines below, if you believe that your situation falls within our investigatory limitations, you may file a complaint with our office.

The Bureau of Wage and Hour Administration investigates complaints involving the following:

- Minimum wage not being paid,
- Overtime not being paid,
- Unauthorized deductions, and
- Last paychecks being held.

We cannot collect wages owed for the any of the following reasons:

- Vacation pay,
- Sick leave,
- Holidays, or
- Other employment benefits promised to you.

In addition, we cannot investigate a complaint if you believe you were improperly terminated or if your employer did not properly withhold taxes, social security, etc.

In order to file a complaint, please follow these steps:

1. Fill in the form completely using black or blue ink. Please print legibly.
2. Provide copies, NOT originals, of the following; pay stubs, time sheets and any other records that will help prove your claim.
3. Use a separate sheet of paper to explain your situation, if needed.
4. Please have your signature notarized.
5. If you wish to remain anonymous, please indicate that by selecting the correct boxes on the form. Please note, you will remain anonymous until such time that wages are to be paid.
6. Submit the completed complaint form and your records to:

Division of Industrial Compliance
Bureau of Wage and Hour Administration,
6606 Tussing Road
Reynoldsburg, OH 43068

Please note, a complaint will be rejected if it does not contain complete and sufficient information. A complaint may also be rejected depending on your employment status (i.e. an exempt employee).

Bureau of Wage and Hour Administration
6606 Tussing Road
PO Box 4009
Reynoldsburg, OH 43068-9009 U.S.A.

An Equal Opportunity Employer and Service Provider

614 | 644 2239
Fax 614 | 728 8639
TTY/TDD 800 | 750 0750
www.com.ohio.gov



Department of Commerce

Division of Industrial Compliance

John R. Kasich, Governor
Jacqueline T. Williams, Director

MINIMUM WAGE COMPLAINT

Current Status With this Employer: Present employee of business? ☐ Yes ☐ No Former employee of business? ☐ Yes ☐ No Reason for filing complaint: ☐ Minimum wage not paid ☐ Overtime not paid ☐ Unpaid wages ☐ Last pay not received ☐ Other (Explain in comments section below)	DO NOT WRITE IN THIS AREA Case # _____ Approved ☐ Yes ☐ No Rejected ☐ Yes ☐ No Denied ☐ Yes ☐ No County _____ Investigator _____ Comments: _____ _____ _____
--	---

INCOMPLETE FORMS WILL BE RETURNED

EMPLOYER INFORMATION		Name _____			
Telephone _____		Address _____			
Email/Website _____		City _____	State _____	Zip _____	County _____
Type of Business _____		Number of Employees ☐ 0-5 ☐ 10 - 25 ☐ 50 - 75 ☐ 100 Plus			
Owner's name _____		Supervisor's name and title _____			
Is the business still operating? ☐ Yes ☐ No Business is _____ Over / _____ Under \$500,000. per year		Has the business filed bankruptcy? ☐ Yes ☐ No			
COMPLAINANT/EMPLOYEE INFORMATION Employees should include copies of pay stubs, time cards, or any other documents that will assist in our investigation		Name _____			
Telephone _____		Address _____			
Other telephone numbers where you can be reached: _____		City _____	State _____	Zip _____	County _____
Email _____		☐ Yes, I authorize the use of my name ☐ No, I do not authorize the use of my name			
Are you over 18 years old? ☐ Yes ☐ No	How long did you work there? From ____/____/____ To ____/____/____	What position did you hold? _____			
WAGE PAYMENTS ☐ Hourly? Amount _____ ☐ Weekly? ☐ Salary? Amount _____ ☐ Bi-weekly? ☐ Overtime? Amount _____ ☐ Monthly? Were tips received? ☐ Yes ☐ No If yes, was at least \$30 in tips reported each week? ☐ Yes ☐ No Were you employed: In outside sales? ☐ Yes ☐ No In a managerial/supervisory position? ☐ Yes ☐ No By a governmental agency? ☐ Yes ☐ No In a professional position? ☐ Yes ☐ No In interstate commerce? ☐ Yes ☐ No HOW MUCH ARE YOU OWED? \$ _____ TIME PERIOD From ____/____/____ To ____/____/____		Are any part of these wages for? Bonus ☐ Yes ☐ No Commission ☐ Yes ☐ No Vacation/Holiday Pay/Sick Leave ☐ Yes ☐ No Do you owe your employer for advances, loans, merchandise, etc. ☐ Yes ☐ No If yes, amount owed: \$ _____ Did employer keep time records? ☐ Yes ☐ No Were you paid in cash? ☐ Yes ☐ No Did employer keep wage records? ☐ Yes ☐ No Do you have your own record of hours worked? ☐ Yes ☐ No			

NUMBER OF HOURS WAGES CLAIMED FOR _____	Were deductions for taxes, etc. withheld? ☐ Yes ☐ No If yes, were amounts listed on pay stubs? ☐ Yes ☐ No
ADDITIONAL COMMENTS: 	
Please Attach Additional Sheets If Necessary	
ATTACH ANY INFORMATION TO SUBSTANTIATE YOUR CLAIM. UNSUBSTANTIATED CLAIMS MAY BE RETURNED.	
SPECIAL NOTICE	
I _____, on this day _____ ☐ Do ☐ Do Not Assign to the Ohio Department of Commerce all rights, title, and interest to my claim for wages against _____. (Employer) In assigning these rights, I am aware that I must submit written notice of any change in my representational status.	☐ Yes, I authorize the use of my name ☐ No, I do not authorize the use of my name Signature date
SIGNATURE & NOTARY	
Affiant is further informed that Section 2921.13 of the Ohio Revised Code provides a penalty of a misdemeanor of the first degree and that prosecution will be pursued of those persons who "knowingly swear or affirm the truth of a false statement when... the statement is sworn or affirmed before a notary public..." Sworn to before me and subscribed by the said: In my presence this _____ day of _____ 20____ _____ Notary Public	Complaints will be returned if not complete & signed I hereby certify that this is a true statement to the best of my knowledge and belief. Signature date Return to: Ohio Department of Commerce Division of Industrial Compliance Bureau of Wage & Hour Administration 6606 Tussing Road, P.O. Box 4009 Reynoldsburg, OH 43068 - 9009 614-644-2239 Fax 614-644-8639
(Revised 9/30/11)	

An Equal Opportunity Employer and Service Provider

*** INCOMPLETE FORMS WILL BE RETURNED ***



STATE OF OHIO REQUEST FOR PREVAILING WAGE RATES

Important: If you wish to retain a copy of this form for your records, please print it prior to clicking on the "Submit" button. When you click the "Submit" button, a prompt should appear which will allow you to obtain the necessary wage rates by clicking on the "view wage rates" button. Submitting this form notifies the Bureau of Labor and Worker Safety of your project. Wage rates will not be sent to you by mail as a result of the submission, rather you should obtain them by clicking on the "view wage rates" button.

Public Authority Information

Owner/Public Authority Name:	Brunswick Hills Township	Date: 02/20/2019 This form must be filled out completely & correctly for us to process your request. Forms not completed correctly will be returned to the sender.
Department Division or Agency:	Service Department	
Street Address:	1918 Pearl Road	
Address 2:		ODOC Date Stamp
City, OH	Brunswick, Ohio	
ZIP:	44212	
Email:	pmagovac@brunswickhill It is required that you list your e-mail address here.	
County of Public Authority:	MEDINA ▾	
P.A. Phone:	3302204784	

Project Information

Project Name:	2018 Road Resurfacing	ODOC Date Stamp (Bid Tab)
Site Address:	Various roads throughout the township	
City, OH	Brunswick Hills, Ohio	
ZIP:	44212	
County of Project:	MEDINA ▾	
Prevailing Wage Coordinator Name	Kathrine Esber	
Address:	1918 Pearl Road	
City,	Brunswick, Ohio	
ZIP:	44212	
Phone:	330 225 2211	
Issuing Authority of Bonds:		

Estimated Total Overall Project Cost:	\$135,000.00
Type of Financing:	Check
Type of Construction:	☐ New Construction ☐ Old Construction
This Project is	☐ Residential ☐ Commercial
Expected Date of Contract Award:	4/15/19 example 05/31/98
Projected Completion Date:	10/1/19 example 05/31/98
Project Comments:	 (optional)

Important: If you wish to retain a copy of this form for your records, please print it prior to clicking on the "Submit" button. When you click the "Submit" button, a prompt should appear which will allow you to obtain the necessary wage rates by clicking on the "view wage rates" button. Submitting this form notifies the Bureau of Labor and Worker Safety of your project. Wage rates will not be sent to you by mail as a result of the submission, rather you should obtain them by clicking on the "view wage rates" button.

Submit

Please contact our [Webmaster](#) with questions or comments.

Prevailing Wage Rate

Skilled Crafts

Name of Union: Asbestos Local 207 OH

Change # : LCN01-2018fbLoc207OH

Craft : Asbestos Worker Effective Date : 08/23/2018 Last Posted : 08/23/2018

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Asbestos Abatement	\$25.50	\$7.25	\$6.45	\$0.65	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$39.92	\$52.67
Trainee	\$16.50	\$7.25	\$1.50	\$0.65	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$25.97	\$34.22

Special Calculation Note :

Ratio :

3 Journeymen to 1 Trainee

Jurisdiction (* denotes special jurisdictional note) :

ADAMS, ASHLAND, ASHTABULA*,
 ATHENS, AUGLAIZE, BROWN, BUTLER*,
 CARROLL, CHAMPAIGN, CLARK,
 CLERMONT, CLINTON, COLUMBIANA,
 COSHOCTON, CRAWFORD, CUYAHOGA,
 DARKE, DELAWARE, FAIRFIELD, FAYETTE,
 FRANKLIN, GEAUGA, GREENE, GUERNSEY,
 HAMILTON, HARDIN, HARRISON,
 HIGHLAND, HOCKING, HOLMES, HURON,
 KNOX, LAKE, LICKING, LOGAN, LORAIN,
 MADISON, MAHONING, MARION, MEDINA,
 MIAMI, MONTGOMERY, MORGAN,
 MORROW, MUSKINGUM, NOBLE, PERRY,
 PICKAWAY, PORTAGE, PREBLE,
 RICHLAND, ROSS, SHELBY, STARK,
 SUMMIT, TRUMBULL, TUSCARAWAS,
 UNION, VINTON, WARREN*, WAYNE

Special Jurisdictional Note : Butler County:(townships of Fairfield, Hanover, Liberty, Milford, Morgan, Oxford, Ripley, Ross, StClair, Union & Wayne.)
 (Lemon & Madison) Warren County: (townships of: Deerfield, Hamilton, Harlan, Salem, Union & Washington). (Clear Creek, Franklin, Mossie, Turtle Creek & Wayney). Ashtabula County: (post offices & townships of Ashtabula, Austinburg, Geneva, Harperfield, Jefferson, Plymouth & Saybrook) (townships of Andover, Cherry Valley, Colbrook, Canneaut, Denmark, Dorset, East Orwell, Hartsgrove, Kingville, Lenox, Monroe, Morgan, New

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 46-19

BY: Mrs. Rodriguez, Mr. Capretta, and Mr. Hanek

A RESOLUTION AUTHORIZING DIRECT PAYMENT TO MELWAY PAVING COMPANY, INC. FOR THE CITY'S PROPORTIONATE SHARE OF THE LAUREL ROAD AND SOUTH CARPENTER ROAD RESURFACING PROJECT.

WHEREAS: On December 10, 2018, City Council adopted Resolution No. 102-18 pledging cooperation with the Medina County Engineer and Brunswick Hills Township for the resurfacing of Laurel Road and South Carpenter Road (the "Project") in an amount not to exceed \$120,000.00 for the portion of the Project located in the City;

WHEREAS: The Medina County Engineer prepared the bid package, bid the Project, opened the five (5) received public bids and prepared the bid tabulation;

WHEREAS: Upon review of the bid tabulation, Brunswick Hills Township awarded the Contract for the Project to Melway Paving Company, Inc. as the lowest and best bidder; and

WHEREAS: Brunswick Hills Township has requested that the City pay the City's proportionate share of the Project directly to Melway Paving Company, Inc.

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

SECTION 1: That direct payment to Melway Paving Company, Inc. for the City's proportionate share of the Project is hereby authorized, in an amount not to exceed \$120,000.00, upon final inspection approval of the Project and certification of the City's proportionate share.

SECTION 2: That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

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

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

A RESOLUTION AUTHORIZING DIRECT PAYMENT TO MELWAY
PAVING COMPANY, INC. FOR THE CITY'S PROPORTIONATE SHARE OF
THE LAUREL ROAD AND SOUTH CARPENTER ROAD RESURFACING
PROJECT.

WHEREAS: On December 10, 2018, City Council adopted Resolution No. 102-18 pledging cooperation with the Medina County Engineer and Brunswick Hills Township for the resurfacing of Laurel Road and South Carpenter Road (the "Project") in an amount not to exceed \$120,000.00 for the portion of the Project located in the City;

WHEREAS: The Medina County Engineer prepared the bid package, bid the Project, opened the five (5) received public bids and prepared the bid tabulation;

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

SECTION 1: That direct payment to Melway Paving Company, Inc. for the City's proportionate share of the Project is hereby authorized, in an amount not to exceed \$120,000.00, upon final inspection approval of the Project and certification of the City's proportionate share.

SECTION 2: That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

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

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 7/22/2019

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **ORD, NO. 47-19** - An ordinance approving the Vicky Drive Extension Single Family Cluster Development Preliminary Subdivision Plan subject to any conditions recommended by the Planning Commission and any other conditions imposed by council. - **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: At their meeting on June 20, 2019, the Planning Commission held a public hearing and recommended approval to City Council of the Vicky Drive extension single family cluster development consisting of fifteen (15) lots on the western 12.03 acres of the 25-acre parcel located at 834 Pearl Road (Permanent Parcel #003-18A-04-193), attached as Exhibit "A".

PURPOSE AND EXPLANATION: Pending approval by City Council of the rezoning from the R-R Rural Residential District to the R-L Low Density Residential District, the developer is seeking to construct a single family cluster development consisting of fifteen (15) lots.

IMPLEMENTATION SCHEDULE: Immediately.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

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

If emergency or suspension of the rules, why the request?
Move to second reading.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. _____

BY:

AN ORDINANCE APPROVING THE VICKY DRIVE EXTENSION SINGLE FAMILY CLUSTER DEVELOPMENT PRELIMINARY SUBDIVISION PLAN SUBJECT TO ANY CONDITIONS RECOMMENDED BY THE PLANNING COMMISSION AND ANY OTHER CONDITIONS IMPOSED BY COUNCIL.

WHEREAS: At a public hearing held on June 20, 2019, the Brunswick City Planning Commission recommended approval to City Council of a Preliminary Subdivision Plan for the Vicky Drive Extension Single Family Cluster Development.

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

SECTION 1: That the Preliminary Subdivision Plan for the Vicky Drive Extension Single Family Cluster Development, as attached hereto as Exhibit "A", is hereby approved subject to any conditions enumerated by the Planning Commission and any other conditions imposed by this Council.

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
Fijabi Julien-Gallam, CMC

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 47-19

BY: Mr. Delsanter, Mr. Hanek, and Mrs. Rodriguez

AN ORDINANCE APPROVING THE VICKY DRIVE EXTENSION SINGLE
FAMILY CLUSTER DEVELOPMENT PRELIMINARY SUBDIVISION PLAN
SUBJECT TO ANY CONDITIONS RECOMMENDED BY THE PLANNING
COMMISSION AND ANY OTHER CONDITIONS IMPOSED BY COUNCIL

WHEREAS: At a public hearing held on June 20, 2019, the Brunswick City Planning Commission recommended approval to City Council of a Preliminary Subdivision Plan for the Vicky Drive Extension Single Family Cluster Development.

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

SECTION 1: That the Preliminary Subdivision Plan for the Vicky Drive Extension Single Family Cluster Development, as attached hereto as Exhibit "A", is hereby approved subject to any conditions enumerated by the Planning Commission and any other conditions imposed by this Council.

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
Fijabi Julien-Gallam, CMC

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 7/22/2019

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 48-19** - An ordinance rezoning the western 12.03 acres of PPN 003-18A-04-193 from the R-R Rural Residential District to the R-L Low Density Residential District.- **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: At their meeting on June 20, 2019, the Planning Commission held a public hearing and recommended approval to City Council of the rezoning of the western 12.03 acres of the 25-acre parcel at 834 Pearl Road (PP# 003-18A-04-193) from the R-R Rural Residential District to the R-L Low Density Residential District, attached as Exhibit "A".

PURPOSE AND EXPLANATION: The 25-acre parcel located at 834 Pearl Road (PP #003-18A-04-193) was annexed into the city from Brunswick Hills Township on January 14, 2019 (Ordinance No. 1-19) and is currently in the R-R Rural Residential District as a holding zone, pursuant to Section 1248.08 of the Zoning Code. The developer is seeking to rezone the western 12.03 acres from the R-R District to the R-L Low Density Residential District in order to construct a single family cluster development consisting of fifteen (15) lots.

IMPLEMENTATION SCHEDULE: Immediately.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

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

If emergency or suspension of the rules, why the request?
Recommend moving to second reading.

**ADDITIONAL
INFORMATION:**

MAP AMENDMENT
APPLICATION PLAN
FOR
VICKY DRIVE EXTENSION
CITY OF BRUNSWICK, COUNTY OF MEDINA AND
STATE OF OHIO

RECEIVED
MAY - 9 2019
CITY OF BRUNSWICK

PEARL ROAD



TGC Engineering, LLC
1313 SHARON COPLEY ROAD, P.O. BOX 37
SHARON CENTER, OHIO 44274
(PHONE) 330.590.8004 (FAX) 888.820.8423

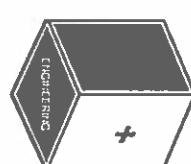


OWNERS:
PARCEL: 030-18A-04-193
834 PEARL, LLC
3660 CENTER ROAD
BRUNSWICK, OHIO 44212
KIM HARRINGTON
RYAN HARRINGTON
781-367-5378

DEVELOPER:
BROWNSTONE BUILDING AND
REDEVELOPMENT LLC
3660 CENTER ROAD
BRUNSWICK, OHIO 44212
KIM HARRINGTON
RYAN HARRINGTON
781-367-5378

DESIGN ENGINEER:
TGC ENGINEERING, LLC
1313 SHARON COPLEY ROAD, P.O. BOX 37
SHARON CENTER, OHIO 44274
TRAVIS G. CRANE, P.E.
330-590-8004

SUBMITTAL INDEX	
SUBMITTAL	DATE
1	05/09/2019



DRAWN BY:	WLT	2018-05-01
CHECKED BY:	TCC	2019-03-07

PROJECT NUMBER	1972
DATE	2019-05-08

VICKY DRIVE EXTENSION	
MAP AMENDMENT APPLICATION PLAN	

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. _____

BY:

AN ORDINANCE REZONING THE WESTERN 12.03 ACRES OF PPN 003-18A-04-193 FROM THE R-R RURAL RESIDENTIAL DISTRICT TO THE R-L LOW DENSITY RESIDENTIAL DISTRICT.

WHEREAS: Upon application of the property owner to rezone the western 12.03 acres of the property known as PPN 003-18A-04-193 from the R-R Rural Residential District to the R-L Low Density Residential District, on June 20, 2019, the Planning Commission held a public hearing on the requested rezoning; and

WHEREAS: On June 20, 2019, the Planning Commission voted to recommend approval to City Council of the proposed rezoning of the western 12.03 acres of the property known as PPN 003-18A-04-193 from the R-R Rural Residential District to the R-L Low Density Residential District.

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

SECTION 1: That upon application of the property owner, the western 12.03 acres of the property known as PPN 003-18A-04-193 is hereby rezoned from the R-R Rural Residential District to the R-L Low Density Residential District.

SECTION 2: Upon the effective date of this Ordinance, the City Engineer shall cause the Official Zoning Map of the City of Brunswick to be revised to reflect such rezoning.

SECTION 3: 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
Fijabi Julien-Gallam, CMC

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 48-19

BY: Mr. Delsanter, Mr. Hanek, and Mrs. Rodriguez

AN ORDINANCE REZONING THE WESTERN 12.03 ACRES OF PPN 003-18A-04-193 FROM THE R-R RURAL RESIDENTIAL DISTRICT TO THE R-L LOW DENSITY RESIDENTIAL DISTRICT.

WHEREAS: Upon application of the property owner to rezone the western 12.03 acres of the property known as PPN 003-18A-04-193 from the R-R Rural Residential District to the R-L Low Density Residential District, on June 20, 2019, the Planning Commission held a public hearing on the requested rezoning; and

WHEREAS: On June 20, 2019, the Planning Commission voted to recommend approval to City Council of the proposed rezoning of the western 12.03 acres of the property known as PPN 003-18A-04-193 from the R-R Rural Residential District to the R-L Low Density Residential District.

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

SECTION 1: That upon application of the property owner, the western 12.03 acres of the property known as PPN 003-18A-04-193 is hereby rezoned from the R-R Rural Residential District to the R-L Low Density Residential District.

SECTION 2: Upon the effective date of this Ordinance, the City Engineer shall cause the Official Zoning Map of the City of Brunswick to be revised to reflect such rezoning.

SECTION 3: 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
Fijabi Julien-Gallam, CMC

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 7/22/2019

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 49-19** - A resolution declaring the City of Brunswick a "Purple Heart City." - **2nd Reading** (Committee-of-the-Whole, *Administration/Nicholas Hanek*)

BACKGROUND: The Purple Heart is the oldest military decoration in present use and was initially created as the Badge of Military Merit by General George Washington in 1782.

The Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America.

**PURPOSE AND
EXPLANATION:**

To declare the City of Brunswick as a "Purple Heart City" and encourage the citizens of the City of Brunswick to show their appreciation for the sacrifices that Purple Heart recipients have made in defending our freedoms, to acknowledge their courage and to show them the honor and support that they have earned.

Purple Heart Day will be observed on Wednesday, August 7, 2019.

**IMPLEMENTATION
SCHEDULE:**

**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?

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 49-19

BY: Committee-of-the-Whole

A RESOLUTION DECLARING THE CITY OF BRUNSWICK A “PURPLE HEART CITY.”

- WHEREAS: The City of Brunswick has always supported its military veteran population;
- WHEREAS: The people of the City of Brunswick have great admiration and the utmost gratitude for all the men and women who have selflessly served this Country and community in the Armed Forces;
- WHEREAS: Military veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm’s way for the good of all;
- WHEREAS: The contributions and sacrifices of the men and women from the City of Brunswick who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens;
- WHEREAS: Many men and women in uniform have given their lives while serving in the Armed Forces;
- WHEREAS: The Purple Heart is the oldest military decoration in present use and was initially created as the Badge of Military Merit by General George Washington in 1782;
- WHEREAS: The Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America;
- WHEREAS: The mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat wounded veteran members and their families, promote patriotism, support legislative initiatives, and most importantly make sure we never forget;
- WHEREAS: The City of Brunswick has a large, highly decorated veteran population including many Purple Heart recipients; and
- WHEREAS: The City of Brunswick appreciates the sacrifices of our Purple Heart recipients made in defending our freedoms and believe it is important that we acknowledge them for their courage and show them the honor and support that they have earned.
- WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:
- SECTION 1: This Council does hereby declare the City of Brunswick as a “Purple Heart City”

and encourage the citizens of the City of Brunswick to show their appreciation for the sacrifices that Purple Heart recipients have made in defending our freedoms, to acknowledge their courage and to show them the honor and support that they have earned.

SECTION 2: This Council hereby designates August 7, 2019 as the day in the City of Brunswick to remember and recognize veterans who are recipients of the Purple Heart.

SECTION 3: That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading_____

2nd Reading_____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

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

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 7/22/2019

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 51-19** - An emergency ordinance to approve the editing and inclusion of certain ordinances as components of the codified ordinances; to provide for the adoption of new legislation in the updated revised Codified Ordinances; and to repeal ordinances in conflict therewith. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Fijabi Gallam*)

BACKGROUND: This is necessary to keep the general codification of the City of Brunswick current and up-to-date.

PURPOSE AND EXPLANATION:

IMPLEMENTATION SCHEDULE: Emergency with Suspension of the Rules

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Exact costs for this service will depend on the number of pages, etc and is not yet determinable.

Sufficient Council appropriations and a purchase order certified by the Finance Director is necessary for payment to be rendered.

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?

Emergency with suspension of rules is recommended to keep the Codified Code of the City of Brunswick current and up-to-date and to preserve law and order of the City.

ADDITIONAL

INFORMATION:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 51-19

BY: COMMITTEE-OF-THE-WHOLE

AN EMERGENCY ORDINANCE TO APPROVE THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS COMPONENTS OF THE CODIFIED ORDINANCES; TO PROVIDE FOR THE ADOPTION OF NEW LEGISLATION IN THE UPDATED REVISED CODIFIED ORDINANCES; AND TO REPEAL ORDINANCES IN CONFLICT THEREWITH.

- WHEREAS: Section 3.18b. of the City Charter provides for the general codification of all City ordinances and resolutions having the force and effect of law and requires that such codification be kept current; and
- WHEREAS: The Walter H. Drane Co. has completed its updating and revision of the Codified Ordinances of the City; and
- WHEREAS: Various ordinances of a general and permanent nature that have been enacted by Council since the date of the last updating and revision of the Codified Ordinances need to be include in the Codified Ordinances of the City; and
- WHEREAS: Certain changes made in the Codified Ordinances to bring City law into conformity with State law.

THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

- SECTION 1: That the editing, arrangement and numbering or renumbering of the ordinances and parts of ordinances attached hereto as "Exhibit "A" as though fully herein written, are hereby approved as parts of the various component codes of the Codified Ordinances of the City of Brunswick, Ohio, so as to conform to the classification and numbering system of the Codified Ordinances.
- SECTION 2: That the sections of the Traffic and General Offenses Codes, as amended and attached hereto as Exhibit "B" as though fully herein written, are hereby approved and adopted as amended or enacted so as to conform to enactments of the Ohio General Assembly.
- SECTION 3: That all ordinances and resolutions and parts thereof that are in conflict with any of the provisions of the new matter approved, adopted and listed on Exhibit "A" and in Section 1 are hereby repealed, except as follows:
- (a) The enactment of such matter shall not be construed to affect a right of liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or any action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision or to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purposes of revision and recodification.
 - (b) The repeal provided above shall not affect any legislation enacted subsequent to July 21, 2019

SECTION 4: That a copy of this ordinance shall be posted in the five public places set forth in Section 222.01 of the Codified Ordinances, together with notice as to where copies of the April 2018 Replacement Pages for the Codified Ordinances of the City, hereby approved, adopted and enacted, may be viewed and inspected by the public. A copy shall also be furnished to City Officers, Medina County Law Library and the Brunswick Public Library.

SECTION 5: That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare and for the additional reason that it is immediately necessary to have an up-to-date codification of the laws of the City, pursuant to Section 3.18b. of the City Charter, that is in conformity with State Law, where such conformity is required by Article XVIII, Section 3, of the Ohio Constitution, with which to administer the affairs of the City and to preserve law and order of the City. Therefore, this Ordinance and the July 2019 Replacement Pages for the Codified Ordinances, hereby approved, adopted and enacted, shall be in full force and effect from and after its passage by the required number of votes, as set forth in Section 3.16 of the City Charter.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

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

EXHIBIT "A"

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
75-18	11-26-18	Special Planning District Sign Guidelines
98-18	11-26-18	October 2018 Replacement Pages
13-19	2-25-19	Part 12 Appendix F
34-19	5-13-19	234.07
37-19	7-8-19	1060.01 to 1060.06, 1060.99

EXHIBIT “B”

Traffic Code

402.04 Bicycle, Motorized Bicycle, Moped, Electric Bicycle. (Amended)
402.20 Motor Vehicle. (Amended)
402.251 Predicate Motor Vehicle Offense. (Amended)
402.361 Shared-Use Path. (Amended)
402.51 Vehicle. (Amended)
404.06 Freeway Use Restricted. (Amended)
414.09 Driver’s Duties Upon Approaching Ambiguous Traffic Signal. (Amended)
432.03 Overtaking, Passing to Left; Driver’s Duties. (Amended)
432.14 Signals Before Changing Course, Turning or Stopping. (Amended)
432.15 Hand and Arm Signals. (Amended)
434.03 Maximum Speed Limits. (Amended)

438.27 Drivers and Passengers Required to Wear Seat Belts. (Amended)
474.01 Code Application to Bicycles. (Amended)
474.02 Riding Upon Seats. (Amended)
474.03 Attaching Bicycle to Vehicle. (Amended)
474.04 Riding Bicycles and Motorcycles Abreast. (Amended)
474.05 Signal Device on Bicycle. (Amended)
474.06 Lights and Reflector on Bicycle. (Amended)
474.07 Riding Bicycle on Right Side of Roadway. (Amended)
474.08 Reckless Operation. (Amended)
474.09 Parking of Bicycle. (Amended)
474.17 Motorized Bicycle Operation. (Amended)
474.19 Electric Bicycles. (Added)

General Offenses Code

612.07 Open Container Prohibited. (Amended)
624.01 Drug Abuse Control Definitions. (Amended)
624.03 Drug Abuse; Controlled Substance Use. (Amended)
648.04 Disorderly Conduct. (Amended)
666.04 Sexual Imposition. (Amended)
666.07 Public Indecency. (Amended)
666.16 Dissemination of Private Sexual Images. (Added)
672.01 Weapons Definitions. (Amended)
672.07 Unlawful Transactions in Weapons. (Amended)

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 7/22/2019

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 52-19** - An emergency resolution authorizing the City Manager and City Engineer to submit a grant application to the Ohio Public Works Commission Issue 1 Program for the Laurel Road Reconstruction Phase 3. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

BACKGROUND: New legislation request

PURPOSE AND EXPLANATION: The proposed project will reconstruct Laurel Road from Coventry Drive to South Carpenter Road. The approximately \$1 million project would be funded using a combination of OPWC and local funds.

IMPLEMENTATION SCHEDULE: The application due date is September 6, 2019. The project would commence in July 2020.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: An engineer cost estimate is anticipated to be compiled prior to presentation to Council on Monday July 22, 2019. Once a cost estimate prepared, the anticipated City (local) cost share can be calculated.

Any local cost share would be required to be budgeted and included in the 2020 budget for the City to receive an OPWC grant and to complete the project. It is anticipated that the City cost share will come from the Road Improvement Fund #333.

The OPWC application would also include a Financial certificate for the City costs share.

“Subject to Council 2020 appropriations, the Finance Director of the City of Brunswick, would certify that the City of Brunswick has the amount of \$XXXXXX (amount would need to match total engineer cost estimate less OPWC grant portion) in the Road Improvement Fund in Fiscal Year 2020 and that this amount will be used to pay the local share for the Laurel Road Phase 3 improvement project, when it is required.”

**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?

It is requested that legislation is passed by emergency measure with suspension of the rules on second reading on July 29, 2019 so that the application can be submitted to OPWC by the September 6, 2019 deadline.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 52-19

BY: Mrs. Rodriguez, Mr. Capretta and Mr. Hanek

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER AND CITY ENGINEER TO SUBMIT A GRANT APPLICATION TO THE OHIO PUBLIC WORKS COMMISSION ISSUE 1 PROGRAM FOR THE LAUREL ROAD RECONSTRUCTION PROJECT, PHASE 3.

WHEREAS: The Laurel Road Reconstruction Project, Phase 3 (the "Project"), is to be funded by a combination of Ohio Public Works Commission Issue 1 Program grant funds in the approximate amount of \$623,000.00 (the "Grant Funds") with the remainder by local funds (the "Local Funds");

WHEREAS: The Grant Application must be submitted by the September 6, 2019 deadline; and

WHEREAS: Should the financial assistance be granted, the Project would be constructed in the 2020 construction season.

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

SECTION 1: The City Manager and City Engineer are hereby authorized to submit a Grant Application to the Ohio Public Works Commission Issue 1 Program for financial assistance for the Project.

SECTION 2: In the event Grant Funds are awarded for the Project, acceptance of same by the City shall be contingent upon Council appropriating necessary amounts to meet the Local Funds contribution.

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 the grant and loan applications must be submitted by the September 6, 2019 deadline. 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
Fijabi Julien-Gallam, CMC

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 7/22/2019

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 53-19** - An emergency resolution authorizing the City Manager to enter into an agreement with Set In Stone Contracting, LLC for the 2019 Catch Basin Repair Program in an amount not to exceed \$91,881.00. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

BACKGROUND: Authorization for public bid granted by City Council motion on June 24, 2019.

PURPOSE AND EXPLANATION: This project will facilitate the performance of catch basin repairs at various locations citywide. The purpose of the project will be the removal and replacement of deteriorated catch basin pavement boxouts and the adjustment or reconstruction to grade of deteriorated catch basins. This project is being funded with stormwater utility dollars.

IMPLEMENTATION SCHEDULE: The project will commence in late August and be completed in November.

FINANCIAL INFORMATION: 2019 Catch basin Repair Program - - Stormwater Management Enterprise Fund #224 - 224-0420-54265 - - 91881

FINANCIAL SUMMARY: This project is being funded with stormwater utility dollars.

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?
It is requested that legislation is passed by emergency measure with suspension of the rules for

the immediate preservation of the public peace, property, health, safety, or welfare, and providing for the usual daily operation of a municipality, and for the further reason that this project may commence and be completed during the 2019 construction season.

**ADDITIONAL
INFORMATION:**

BID TABULATION							
BRUNSWICK 2019 CATCH BASIN REPAIR PROGRAM							
JOB # 19285							
CITY OF BRUNSWICK							
DATE: JULY 17, 2019				SET IN STONE CONTRACTING, LLC		KONSTRUCTION KING, INC.	
ENGINEER'S ESTIMATE: \$90,000.00							
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	CATCH BASIN CASTING ADJUSTED TO GRADE	EACH	40	\$1,593.00	\$63,720.00	\$2,000.00	\$80,000.00
2	CATCH BASIN RECONSTRUCTED	EACH	9	\$1,999.00	\$17,991.00	\$2,200.00	\$19,800.00
3	MISCELLANEOUS METAL	LBS	1,000	\$1.50	\$1,500.00	\$1.50	\$1,500.00
4	CONCRETE DRIVE APRON	SF	1,000	\$6.85	\$6,850.00	\$7.00	\$7,000.00
5	CONCRETE WALK	SF	200	\$9.10	\$1,820.00	\$6.00	\$1,200.00
	TOTAL PROJECT COST			TOTAL	\$91,881.00	TOTAL	\$109,500.00
				NUMBER OF DAYS TO COMPLETE: 60		NUMBER OF DAYS TO COMPLETE: 30	
				EARLIEST START DATE: 9/30/2019		EARLIEST START DATE: OCT. 15, 2019	

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 53-19

BY: Mrs. Rodriguez, Mr. Capretta and Mr. Hanek

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SET IN STONE CONTRACTING, LLC FOR THE 2019 CATCH BASIN REPAIR PROGRAM IN AN AMOUNT NOT TO EXCEED \$91,881.00.

WHEREAS: The City of Brunswick received two (2) bids for the 2019 Catch Basin Repair Program (the "Program), in accordance with public bidding requirements; and

WHEREAS: The two (2) received public bids were opened on July 17, 2019, with Set in Stone Contracting, LLC determined to be the lowest and best bidder.

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

SECTION 1: That the City Manager, with the approval of the Law Director, is hereby authorized and directed to enter into an Agreement with Set in Stone Contracting, LLC, the lowest and best bidder, for the 2019 Catch Basin Repair Program in an amount not to exceed \$91,881.00.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary for completion of the Program during the 2019 construction season. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

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

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 7/22/2019

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 54-19** - An emergency resolution authorizing the City Manager to enter into an agreement with Specialized Construction, Inc. for the 2019 Asphalt Road Program Phase 2 in an amount not to exceed \$239,417.50. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

BACKGROUND: Authorization for public bid granted by City Council motion on June 24, 2019.

PURPOSE AND EXPLANATION: This project will facilitate the performance of asphalt base repairs and overlays on various residential streets citywide. Work will be performed on portions of Pinewood Drive, Fernwood Drive, Chargary Drive, Francis Boulevard, Carolyn Drive, and Starview Drive.

IMPLEMENTATION SCHEDULE: The project will commence in September. Work on Pinewood Drive will be completed in Fall 2019. The remaining streets will be completed in Spring 2020.

FINANCIAL INFORMATION: Asphalt Road Program Phase II - - Street Repair & Maintenance Fund #117 - 117-0420-56881 - - 239417.5

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?
It is requested that legislation is passed by emergency measure with suspension of the rules for

the immediate preservation of the public peace, property, health, safety, or welfare, and providing for the usual daily operation of a municipality, and for the further reason that this project may commence and be completed during the 2019 construction season.

**ADDITIONAL
INFORMATION:**

ASPHALT ROAD PROGRAM PHASE 2

K

DATE: JULY 17, 2019

\$245,000.00

			SPECIALIZED CONSTRUCTION, INC.		CHA PA
DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE
G	SY	4,360	\$5.50	\$23,980.00	\$3
VEMENT REPAIR	SY	1,200	\$27.00	\$32,400.00 *	\$30
R	SY	450	\$85.00	\$38,250.00	\$65
EMENT	CY	50	\$30.00	\$1,500.00	\$100
CHIP SEAL	SY	9,200	\$2.55	\$23,460.00	\$3
CHIP SEAL	SY	2,950	\$5.10	\$15,045.00	\$6
SEAL	SY	12,150	\$2.55	\$30,982.50	\$3
HALT CONCRETE INTERMEDIATE COURSE, TYPE 1, PG64-22	TONS	180	\$90.00	\$16,200.00	\$117
HALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22	TONS	300	\$100.00	\$30,000.00	\$117
HALT CONCRETE INTERMEDIATE COURSE, TYPE 1, PG64-22	TONS	255	\$90.00	\$22,950.00	\$117
DER	CY	30	\$75.00	\$2,250.00	\$300
ADJUSTED TO GRADE	EACH	2	\$350.00	\$700.00	\$1,000
BOX ADJUST TO GRADE	EACH	4	\$50.00	\$200.00	\$750
ETAL	LBS	1,500	\$1.00	\$1,500.00	\$1
TOTAL PROJECT COST			TOTAL	\$239,417.50	TOTAL
			DAYS TO COMPLETE: 60		DAYS TO COMPLE
			EARLIEST START DATE: SEPT. 1, 2019		EARLIEST STAR

* Scribner's Error

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 54-19

BY: Mrs. Rodriguez, Mr. Capretta and Mr. Hanek

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SPECIALIZED CONSTRUCTION, INC. FOR THE 2019 ASPHALT ROAD PROGRAM PHASE 2 IN AN AMOUNT NOT TO EXCEED \$239,417.50.

WHEREAS: The City of Brunswick received two (2) bids for the 2019 Asphalt Road Program Phase 2 (the "Program"), in accordance with public bidding requirements, for asphalt resurfacing and base repairs on portions of Pinewood Drive, Fernwood Drive, Chargary Drive, Francis Boulevard, Carolyn Drive and Starview Drive; and

WHEREAS: The two (2) received public bids were opened on July 17, 2019 with Specialized Construction, Inc. determined to be the lowest and best bidder.

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

SECTION 1: That the City Manager, with the approval of the Law Director, is hereby authorized and directed to enter into an Agreement with Specialized Construction, Inc., the lowest and best bidder, for the 2019 Asphalt Road Program Phase 2 in an amount not to exceed \$239,417.50.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary for completion of the Program during the 2019 construction season. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

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