



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

SEPTEMBER 9, 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 22, 2019;
 - (b) Special Council Meeting Minutes dated July 29, 2019.
5. Mayor's Report:
 - (a) Mayor's Court Financial Report for the months ending July 2019 and August 2019 will be posted on the website and added to the minutes for the record;
 - (b) Proclamation for Prostate Cancer Awareness Month - Stephanie Mueller;
 - (c) Proclamation for proclaiming September 16th American Legion Centennial Day;
 - (d) Recognition of the Brunswick Summer Celebration Queen & Court - Kaiya Bundy, Madelynn Serwatka, Lacey Wolfe, Elizabeth Goodell, Emily Linville, and Ella Kaetzel;
 - (e) Mayor's recommendation to reappoint Robert Drum and Andrea Mullen to fulfill a 4-year term on the Financial Audit, Review & Advisory Committee expiring January 27, 2022; and reappoint Pam Lebold, James Horn, and Gregory L. Crane to fulfill a 4-year term on the Financial Audit, Review & Advisory Committee expiring March 23, 2023;
 - (f) Mayor's recommendation to reappoint Robert Drum and James Pastor to the Income Tax Review Board to fulfill a 2-year term on the Income Tax Board of Review expiring September 30, 2021;
 - (g) Mayor's recommendation to appoint Kevin Koeliker to the Building Board of Appeals to fulfill an unexpired term expiring November 28, 2019;
 - (h) Mayor's Update

6. Clerk of Council's Report
7. Council Committee Reports:
 - Economic Development Committee.....Mr. Hanek
 - Economic Development Committee Meeting Minutes dated June 16, 2019
 - Services, Utilities, Technology & Cable Committee.....Mrs. Rodriguez
 - Services Committee Meeting Minutes dated July 8, 2019
 - Services Committee Meeting Minutes dated July 22, 2019
 - Finance Committee.....Mrs. Hanek
 - Safety & Environment Committee.....Mr. Ousley
 - Planning & Zoning Committee.....Mr. Delsanter
 - Planning & Zoning Committee Meeting Minutes dated July 8, 2019
 - Parks, Recreation & Community Committee.....Mr. Abella Jr.
 - Building & Building Code Committee.....Mr. Capretta
8. Other Boards and Commissions
 - (a) Committee of the Whole Meeting Minutes dated July 8, 2019
 - (b) Committee of the Whole Meeting Minutes dated July 22, 2019
9. Petitions from the Public on Legislation
10. Reading of Legislation and Action on Legislation:
 - a. 3rd Reading(s)
 - b. 2nd Reading(s)
 - c. 1st Reading(s)

RES. NO. 55-19 - A resolution adjusting the speed limit on Center Road (State Route 303) from 50 miles per hour to 45 miles per hour from 0.05 miles West of Congressional Avenue to 0.01 miles West of Congressional Avenue and withdrawing the journalized 50 miles per hour speed zone on Center Road (State Route 303) from SLM 6.10 to SLM 6.41 East of Congressional Avenue. - **1st Reading** (To be brought from Safety & Environment Committee, *Administration/Matt Jones*)

RES. NO. 56-19 - A resolution granting a non-exclusive permanent access and utility easement to Sanctus, LLC. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

RES. NO. 57-19 - A resolution accepting a non-exclusive permanent access and utility easement from Sanctus. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

RES. NO. 58-19 - An emergency resolution ratifying the actions of the City Manager in executing an economic development agreement with the Ohio Department of Transportation allowing the City of Brunswick to receive grant funds in an amount up to \$200,000.00 for the reconstruction and repair of South Industrial Parkway and Westway Drive. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

RES. NO. 59-19 - An emergency resolution ratifying the actions of the City Manager in executing an agreement with the Medina County Transportation Improvement District allowing the City of Brunswick to receive grant funds in an amount up to \$200,000.00 for the reconstruction and repair of South Industrial Parkway and Westway Drive. - **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
16. Adjournment

CITY OF BRUNSWICK, OHIO

MINUTES OF COUNCIL

MONDAY, JULY 22, 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, Anthony Capretta, 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.

Nicholas Hanek moved to excuse Councilman Michael Abella Jr. and Councilman Joseph Delsanter with just cause, seconded by Brian Ousley. Roll Call - Ayes - 5, Patricia Hanek, Brian Ousley, Nicholas Hanek, Anthony Capretta, Andrea Rodriguez. Nays - 0. Motion Carried.

Correspondence: The Clerk of Council read a thank you card to the City Council and the Mayor from former Assistant Clerk of Council Val Zak.

Approval of Minutes:

Nicholas Hanek moved to approve the Regular Council Meeting minutes dated July 8, 2019, as written, seconded by Patricia Hanek. Roll Call - Ayes - 5, Patricia Hanek, Brian Ousley, Nicholas Hanek, Andrea Rodriguez, Anthony Capretta. Nays - 0. Motion Carried.

Mayor's Report:

Auditor's Award - Jake Altman:

Jake Altman, a representative from the State Auditor's office, presented the Auditors of State Award with Distinction to the City of Brunswick and Finance Director Todd Fischer. The Auditor of State's office presents awards to public entities that meet specific criteria during their financial audit. Mr. Altman explained the eligibility process.

Proclamation for Tracy's Karate Studio - Ken Dacek:

Mayor Ron Falconi presented a proclamation to Ken Dacek of Brunswick Tracy's Karate Studio for its many years of dependable service to the community and wished the business much-continued success.

Mr. Dacek expressed his appreciation for the proclamation and the students that come to Tracy's Karate Studio to gain knowledge.

Proclamation to proclaim August 10th as "Toastmaster Day" in the City of Brunswick,;

Mayor Ron Falconi presented a proclamation to the Toastmasters to welcome all participants in the 2019 Youth Leadership Program "This is Me!", and proclaim August 10, 2019, as Toastmaster's Day in the City of Brunswick.

The representatives from Brunswick Toastmasters expressed their appreciation for the proclamation.

Clerk of Council's Report:

Clerk of Council Fijabi Julien-Gallam remarked that on July 8, 2019, the City Council made a motion in the Committee-of-the-Whole meeting to schedule a Special Council Meeting on July 29, 2019, at 6:30 p.m., and to waive all special meeting notices to council members.

Council Committee Reports:

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

Mr. Hanek had no formal reports this evening.

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

Andrea Rodriguez moved to approve the Services, Utilities, Technology & Cable Committee formal report dated June 24, 2018, as written, seconded by Anthony Capretta. Roll Call - Ayes - 5, Anthony Capretta, Nicholas Hanek, Andrea Rodriguez, Patricia Hanek, Brian Ousley. Nays - 0. Motion Carried.

Finance Committee.....Mrs. Hanek:

Mrs. Hanek had no formal reports this evening.

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

Mr. Ousley had no formal reports this evening.

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

Mr. Hanek had no formal reports this evening.

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

Mr. Capretta had no formal reports this evening.

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

Mr. Capretta had no formal reports this evening.

Other Boards and Commissions: There was none.

Petitions from the Public on Legislation:

Ordinance Number 47-19 - Vicky Drive Extension

Tom and Kim Fox, at 4526 Patricia Drive, remarked that the developers for the Vicky Drive Extension project are required to put in a sewer system on their property. The current sewer system is overwhelmed with the amount of water that is coming from the woods. The water could reach their pool heater and barn. Mrs. Fox is concerned that the developers are going to have to cut down the remaining trees. Mrs. Fox requested the developers to put in a mound with trees after the sewer system is installed to provide privacy to the property owners. The residents on Patricia Drive are willing to pay for the buffer zone.

Char Crandall, at 4542 Patricia Drive, remarked that she is at the end of the cul-da-sac on Patricia Drive. She noted that her house sits lower than other homes on Patricia Drive. Her house is 6 inches below the storm sewer line. Ms. Crandall is concerned about the water back up from the Vicky Drive extension. Ms. Crandall would like to know the depth of the retention basin, and if they should expect any standing water that could bring bugs to the area.

Joel Trent, at 4516 Patricia Drive, remarked that he would be repeating what the previous two residents stated.

Patti Zayas, at 4506 Patricia Drive, remarked that she would be repeating what the previous two residents stated.

Joe Doland, at 4456 Patricia Drive, remarked that he would be repeating what the previous two residents stated.

Reading of Legislation and Action on Legislation:

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*):

Nicholas Hanek moved to adopt, seconded by Patricia Hanek. Roll Call - Ayes - 5, Nicholas Hanek, Andrea Rodriguez, Patricia Hanek, Brian Ousley, Anthony Capretta. Nays - 0. Motion Carried.

Councilman Nicholas Hanek remarked that this ordinance relates to a moratorium for the I-L Light Industrial District on certain types of warehousing, motor freight garages and truck or transfer terminal uses. He noted that they are looking at the scarcity of space and dealing with what is limited space left in the industrial district. The moratorium is for long-term planning, and the City's administration is waiting on the completion of the comprehensive plan.

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*) :

Nicholas Hanek moved to adopt, seconded by Anthony Capretta. Roll Call - Ayes - 5, Andrea Rodriguez, Brian Ousley, Nicholas Hanek, Anthony Capretta, Patricia Hanek. Nays - 0. Motion Carried.

Councilman Brian Ousley remarked that this ordinance is a continuation of a moratorium for the apartments in the community. The city is waiting for recommendations from the comprehensive plan. Mr. Ousley remarked that the city needs to slow down and think about what is needed. The city is running out of space.

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*):

Andrea Rodriguez moved to adopt, seconded by Anthony Capretta. Roll Call - Ayes - 5, Nicholas Hanek, Brian Ousley, Andrea Rodriguez, Anthony Capretta, Patricia Hanek. Nays - 0. Motion Carried.

Finance Director Todd Fischer remarked that this resolution is for a joint project with Brunswick Hills Township to resurface some of Laurel Road and South Carpenter Road. The township bid the project and selected Melway Paving Company, INC. This resolution is to authorize the City to pay the contractor directly.

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, 47-19 - Mr. Hanek moved this ordinance to third 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.- **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*):

ORD. NO. 48-19 - Mr. Hanek moved this ordinance to third reading.

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

Nicholas Hanek moved to suspend the rules, seconded by Patricia Hanek. Roll Call - Ayes - 5, Nicholas Hanek, Andrea Rodriguez, Anthony Capretta, Patricia Hanek, Brian Ousley. Nays - 0. Motion Carried.

Councilman Nicholas Hanek remarked that this resolution is to declare August 7, 2019, as Purple Heart Day, and declaring the City of Brunswick a Purple Heart City. Mr. Hanek expressed that the City of Brunswick is doing a lot for the veterans because they need extra support. The veterans in Brunswick can ride the bus system for free in Brunswick. There are purple heart and combat-wounded veteran parking spaces at City Hall, the Brunswick Recreation Center and the Brunswick Library. The City's administration hosts a free breakfast every year for the veterans. The Brunswick Division of Police has an officer visiting veterans homes to check on them and assist them.

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*):

ORD. NO. 51-19 - Mr. Hanek moved this ordinance to second reading.

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. 52-19 - Mrs. Rodriguez moved this resolution to second reading.

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. 53-19 - Mrs. Rodriguez moved this resolution to second reading.

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*):

RES. NO. 54-19 - Mrs. Rodriguez moved this resolution to second reading.

City Manager's Report:

City Manager Carl DeForest

- Announced that the 2019 Veterans Breakfast is hosted by the City of Brunswick, at the Brunswick Recreation Center, on Wednesday, October 16, 2019, at 8:00 a.m. Mr. DeForest encouraged all veterans in the City of Brunswick to sign-up for the veteran's breakfast through his Executive Administrative Assistant Betsy Lehky. The phone number to inquire about the breakfast is 330-558-6826. Homestead Insurance is sponsoring the 2019 Veterans Breakfast
- Remarked that August 3-4, 2019 is the Bike MS: Buckeye Breakaway 2019. This is a 75-mile bike ride from Brunswick High School to Ashland University. Mr. DeForest asked the residents to be aware of the bike riders leaving Brunswick on August 3rd and coming back on August 4th.
- Reminded everyone that students return to Brunswick Schools on Tuesday, August 16, 2019. Mr. DeForest asked everyone to keep their eyes on the pedestrians and stop for any buses with red lights flashing.
- Noted that the Citizens Fire Academy is from September 17, 2019, to October 8, 2019, on Wednesdays in the evening. On October 8, 2019, is the start of Fire Safety Week.
- Remarked that the Brunswick Division of Fire and Division of Police is having their open house on the evening of October 10, 2019. He encouraged everyone to participate and learn more about their city.

Administrative Departments:

Finance Director Todd Fischer

- Remarked that the City's administration started its internal 2020 budget process. He expressed that in the last 6-7 years, their priority has been roads.
- Remarked that the refuse bills should be going out to the residents soon.

Parks and Recreation Director John Piepsny

- Announced that Sunday, July 28, 2019, the New Barleycorn is going to play the best Irish music around from 6:00 p.m. to 8:00 p.m., at the Brunswick Recreation Center outdoor stage.
- Remarked that the recreation center is offering 50% off all annual memberships in the month of August.

City Engineer Matt Jones

- Remarked that the North Carpenter Road project is on schedule. The concrete pavement installation for the North Carpenter Project is scheduled to start the week of July 22, 2019.
- Added that the concrete repair program is nearing completion. The asphalt road program is currently on Tyler Drive and Hickory Ridge.
- Remarked that the Laurel Road Phase II project is scheduled to begin in late August. This project is a reconstruction from Brintnall Drive to Pinewood Drive with eastbound only traffic for about 90 days. This project is partially funded by the Ohio Public Works Commission (OPWC).

Open Forum:

Brunswick Lake Park Dinosaur Trail

ve Girard, at 3456 Abrington Court, remarked that there are children, parents and community members in the dinosaur costumes behind him. They all enjoyed the dinosaur trail since the installation. They all have benefited from the trail as an extraordinary educational opportunity. They believed that it would be ashamed to lose the trail. Mr. Girard hoped that the City Council would unanimously support keeping the trail.

Glen Kuban, at 4726 Grayton Road, Cleveland, attended the council meeting to express the possible paths to keeping the trail. Mr. Kuban attended the previous council meetings to advise the City Administration and City Council to keep the dino trail. Mr. Kuban provided a summary of the following four possible points.

- Option 1 - Leave the Trail at Brunswick Lake
- Option 2 - Remove and Discard the Trail
- Option 3 - Move the Trail to another Park
- Option 4 - Recreate the Trail at another location

{Clerk notes: Mr. Kuben's detailed summary about the four possible paths for the Brunswick

Lake Dinosaur Trail is attached to the minutes.}

William J. Sparenga, at 3790 Grafton Road, expressed that the dino trail is a great educational tool for children. Mr. Sparenga explained that liability excuses are everywhere. He noted that the dino trail could easily be moved or recreated. He explained that Pumpkin Ridge Park is rundown; however, it has a beautiful baseball field. He added that the dino trail could relocate to the Pumpkin Ridge Park. The city could hold fundraisers, like a Night at the Park event with food vendors. Mr. Sparenga expressed that he doesn't want to throw something away that once was important. Mr. Sparenga expressed his concerns regarding the city getting involved with the Brunswick Parks Department, and getting people to come to Brunswick.

Unfinished Business:

Brunswick Lake Park Dinosaur Trail

Councilman Brian Ousley remarked that he was approached and asked for his personal construction opinion on the dino trail. He noted that he visited the park and spoke to many people that did not know there was a Dinosaur Trail at the Brunswick Lake Park. There wasn't a ribbon-cutting ceremony for the trail. Mr. Ousley explained that the dino trail is not structured to move or recreated. He advised changing it from a sidewalk to nowhere, to a sidewalk going somewhere. He explained that the Medina County Park District is responsible for the Brunswick Lake Park and makes the final decision. All concerns and questions are to be directed to the Medina County Park District and the Medina County Commissioners.

Mr. Ousley expressed that he is glad Mr. Kuban keeps coming to the City Council meetings to talk about the dino trail he helped create even though he does not live in Brunswick. He noted that he is in support of the dino trail, and he hoped other councilmembers would come out and support the trail also. Mr. Ousley expressed that majority of the time, the representatives of the community do not listen to the residents; however, the Medina County Park District and the Medina County Commissioners need to listen to the residents. The Brunswick Lake park belongs to the City of Brunswick. Mr. Ousley asked why not make the trail something instead of destroying it. He added that the dino trail could be extended out, and advertised more to the public.

Councilman Andrea Rodriguez expressed that she was shocked when she first heard about the dino trail. She added that the dino trail is a gem in Brunswick. Mrs. Rodriguez thanked the residents in the dinosaur costumes for coming to the meeting.

New Business:

Nicholas Hanek moved to recess for the month of August with the exception of being called back for a meeting if needed, seconded by Patricia Hanek. Roll Call - Ayes - 5, Andrea Rodriguez, Brian Ousley, Nicholas Hanek, Anthony Capretta, Patricia Hanek. Nays - 0. Motion Carried.

Adjournment:

There being no further business, the meeting adjourned at 8:16 p.m.

Nicholas Hanek moved to adjourn, seconded by Patricia Hanek. Roll Call - Ayes - 5, Nicholas Hanek, Brian Ousley, Andrea Rodriguez, Anthony Capretta, Patricia Hanek. Nays - 0. Motion Carried.

Respectfully submitted,

Fijabi Julien-Gallam, CMC
Clerk of Council

Mayor Ron Falconi

Adopted

CITY OF BRUNSWICK, OHIO

MINUTES OF COUNCIL

MONDAY, JULY 29, 2019

Prayer and Pledge of Allegiance: The special meeting of Brunswick City Council was called to order by Mayor Ron Falconi at 6:30 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 and City Manager Carl S. DeForest.

Council Committee Reports:

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

Mr. Hanek had no formal reports this evening.

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

Mrs. Rodriguez had no formal reports this evening.

Finance Committee.....Mrs. Hanek:

Mrs. Hanek had no formal reports this evening.

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

Brian Ousley moved to approve the Safety & Environment Committee formal report dated July 1, 2019, as written, seconded by Andrea Rodriguez. Roll Call - Ayes - 7, Anthony Capretta, Andrea Rodriguez, Brian Ousley, Joseph Delsanter, Michael Abella Jr., Nicholas Hanek, Patricia Hanek. Nays - 0. Motion Carried.

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

Mr. Delsanter had no formal reports this evening.

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

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

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

Anthony Capretta moved to approve the Building & Building Code Committee formal report dated July 8, 2019, as written, seconded by Joseph Delsanter. Roll Call - Ayes - 7, Michael Abella Jr., Patricia Hanek, Brian Ousley, Nicholas Hanek, Andrea Rodriguez, Joseph Delsanter, Anthony Capretta. Nays - 0. Motion Carried.

Petitions from the Public on Legislation:

Ordinance Number 47-19 - Vicky Drive Extension

Kim Harrington, at 5176 Salton Drive, thanked the City Council for taking a look at the subdivision plan. Mrs. Harrington remarked that they addressed all of the concerns that the surrounding residents around the subdivision had.

Char Crandall, at 4542 Patricia Drive, remarked that she had a meeting with Mrs. Harrington, Councilwoman Andrea Rodriguez, and Councilman Anthony Capretta regarding their concerns about the subdivision plan. Ms. Crandall expressed that they were able to come to some kind of agreement.

Kim Fox, at 4526 Patricia Drive, expressed that the meeting they had with Mrs. Harrington was wonderful. Ms. Fox thanked Mrs. Rodriguez for being at the meeting with them.

Reading of Legislation and Action on Legislation:

3rd 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. - **3rd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*):

Joseph Delsanter moved to adopt Ordinance Number 47-19, seconded by Nicholas Hanek. Roll Call - Ayes - 6, Nicholas Hanek, Michael Abella Jr. Andrea Rodriguez, Joseph Delsanter, Patricia Hanek, Brian Ousley. Nays - 1, Anthony Capretta. Motion Carried.

City Engineer Matt Jones remarked that the proposed Vicky Drive extension was unanimously approved by the Planning Commission. The proposed plan is a strong indication of the commitment that the developer has shown for their hometown. The plan featured a fully improved street, sidewalks, and lot sizes that are comparable to the adjacent neighborhoods. A significant portion of the property is expected to be set aside as common space. The extension of Vicky Drive is a welcomed addition to the community, and offered high standards of living for the City of Brunswick. The City's administration would like for the City Council to approve the preliminary subdivision plan as recommended by the Planning Commission.

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.- **3rd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*):

Joseph Delsanter moved to adopt Ordinance Number 48-19, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Michael Abella Jr., Andrea Rodriguez, Joseph Delsanter, Patricia Hanek, Anthony Capretta, Brian Ousley, Nicholas Hanek. Nays - 0. Motion Carried.

City Engineer Matt Jones remarked that this ordinance is companion legislation to Ordinance Number 47-19. As recommended by the Planning Commission, the rezoning of the property is to stay consistent with the surrounding area.

2nd 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. - **2nd Reading** (Committee-of-the-Whole, *Administration/Fijabi Gallam*):

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

Clerk of Council Fijabi Gallam remarked that this legislation would allow the City to update the codification online, and made available to the staff and residents.

Michael Abella Jr. moved to adopt Ordinance Number 51-, seconded by Patricia Hanek. Roll Call - Ayes - 7, Nicholas Hanek, Brian Ousley, Michael Abella Jr., Andrea Rodriguez, Anthony Capretta, Joseph Delsanter, Patricia Hanek. Nays - 0. Motion Carried.

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. - **2nd Reading** (Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*):

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

City Engineer Matt Jones remarked that this resolution would allow the City's administration to apply for a \$623,000 grant from the Ohio Public Works Commission (OPWC). The target project is the major rehabilitation of Laurel Road, from Coventry Drive to South Carpenter Road. The application deadline is September 6, 2019.

Andrea Rodriguez moved to adopt Resolution Number 52-19, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Nicholas Hanek, Andrea Rodriguez, Brian Ousley, Nicholas Hanek, Michael Abella Jr., Anthony Capretta, Joseph Delsanter. Nays - 0. Motion Carried.

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. - **2nd Reading** (Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*):

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

City Engineer Matt Jones remarked this resolution would allow the contract to be awarded to Set in Stone Contracting, LLC. This program would consist of repairing about 49 catch basins. The project is scheduled for September 2019 and takes about 30 to 60 days to complete.

Andrea Rodriguez moved to adopt Resolution Number 53-19, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Patricia Hanek, Joseph Delsanter, Brian Ousley, Nicholas Hanek, Michael Abella Jr., Anthony Capretta, Andrea Rodriguez. Nays - 0. Motion Carried.

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. - **2nd Reading** (Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*):

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

City Engineer Matt Jones remarked this resolution is to award the contract to Specialized Construction, Inc. for the 2019 Asphalt Road Program Phase 2. This program would consist of resurfacing portions of Pinewood Drive, Starview Road, Chargary Road, Carolyn Drive, and Fernwood Drive.

Andrea Rodriguez moved to adopt Resolution Number 54-19, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Nicholas Hanek, Michael Abella Jr. Andrea Rodriguez, Joseph Delsanter, Patricia Hanek, Brian Ousley, Anthony Capretta. Nays - 0. Motion Carried.

1st Reading(s)

Open Forum:

Brunswick Lake Park Dinosaur Trail

Rosemary Mihacevich, at 979 Ptarmigan Trail, requested the City Council to support the dino trail at Brunswick Lake Park. Ms. Mihacevich remarked that for about ten years, she was the founder and executive director of Brunswick Art Works. The goal for Brunswick Art Works was to bring unique, unusual, educational, and informative art to the City of Brunswick. Brunswick Art Works helped bring many art projects to the city - like the veteran's mural at City Hall, the sundial at the Brunswick Lake Park and the dino trail. She expressed that for three years, herself, Bart Ortiz, and Vince Carl worked with the City, the Planning Commission, and the Parks Department to get approval for the art projects. Ms. Mihacevich read a paragraph in an article from the Brunswick Suntime News dated Thursday, May 12, 2012, regarding the approval to put in the dino trail. She explained that the members of the Brunswick Art Works were volunteers. They raised about \$7,000 to put in the trail at Brunswick Lake Park and received a grant for \$900 from the Medina County Community Fund. Ms. Mihacevich asked the City Council for support to keep the trail as is.

Glen Kuban, at 4726 Grayton Road, Cleveland, remarked that he is not advocating that the trail be rebuilt or moved. He noted that it is better to keep the trail in the same place and, promote the trail better. Mr. Kuban expressed his appreciation for Councilman Brian Ousley explaining that the trail is not built to move to another location. Mr. Kuban reiterated that the trip hazards at the dino trail are easy to address.

Councilman Joseph Delsanter reiterated that he would like to see the dino trail stay at the Brunswick Lake Park. Mr. Delsanter understood that the decision is ultimately up to the Medina County Park District; however, the City Council should still show support in keeping the dino trail. Mr. Delsanter requested that the City Council make a motion at the next regular Council Meeting to ask the City's law department to draft legislation to show support in keeping the dino trail.

Councilman Nicholas Hanek recommended that a legislation request to show support in keeping the dino trail should be referred back to the Parks, Recreation & Community Committee for discussion.

Councilman Brian Ousley expressed that four councilmembers publicly supported the dinosaur trail. Mr. Ousley remarked that he wishes to have a resolution showing support for the dino trail. He added that the resolution should go to the county commissioners and the county parks to let them know that the dino trail needs to stay as an educational tool. He believed that any county park should have educational areas. Mr. Ousley remarked why they don't improve the dino trail instead of destroying the trail. He asked to have the resolution ready for the first City Council meeting in September as an emergency with the suspension of the rules.

Councilman Nicholas Hanek encouraged the City Council members to talk to the Medina County Park District and view the plans for the district to get a better concept. He expressed that if the residents understood what is going to happen at the park are going to be very excited about the changes. He recommended the City Council to take a look at the plan while on recess to have a more informed discussion.

Adjournment:

There being no further business, the meeting adjourned at 6:51 p.m.

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

Respectfully submitted,

Fijabi Julien-Gallam, CMC

Clerk of Council

Mayor Ron Falconi

Adopted

August 1, 2019

TO: CITY COUNCIL
FROM: CLERK OF COURTS
RE: MONTHLY REPORT TO COUNCIL PER O.R.C.
FOR THE MONTH OF JULY 2019

WAIVERS/COURT/BONDS

DEPOSITS (July) 54,822.31

DEBITS (July) (55,937.31)

Checks to be written in July:

Treasurer State of Ohio	\$11,527.50
City of Medina MIATF	\$ 150.00
City of Medina IDATF	\$ 368.50
City of Brunswick Finance Dept/Police Fund *	\$41,362.81
Misc Checks (bond refunds & transfers/restitution)	<u>\$ 2,528.50</u>
TOTAL for the month	\$55,937.31

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

Service Charges/Fees for prior month	\$386.22
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MAYOR RONALD FALCONI



TERESA BENO, CLERK OF COURTS

September 3, 2019

TO: CITY COUNCIL
FROM: CLERK OF COURTS
RE: MONTHLY REPORT TO COUNCIL PER O.R.C.
FOR THE MONTH OF AUGUST 2019

WAIVERS/COURT/BONDS

DEPOSITS (August) 49,532.51

DEBITS (August) (45,707.51)

Checks to be written in August:

Treasurer State of Ohio	\$ 8,475.50
City of Medina MIATF	\$ 55.00
City of Medina IDATF	\$ 257.50
City of Brunswick Finance Dept/Police Fund *	\$34,179.51
Misc Checks (bond refunds & transfers/restitution)	<u>\$ 2,740.00</u>
TOTAL for the month	\$45,707.51

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

Service Charges/Fees for prior month \$346.60

MAYOR RONALD FALCONI



TERESA BENO, CLERK OF COURTS

ECONOMIC DEVELOPMENT

July 16, 2019

IN ATTENDANCE: Chairman Nicholas Hanek, Committee Member Patricia Hanek, Community & Economic Development Director Grant Aungst, John Rocha.

The meeting convened at 5:55 p.m.

GENERAL DISCUSSION:

Mr. Aungst discussed the concern of the economy. He commented that the press can create more concerns within the community. It is accurate that things are slow. Finances are becoming a factor again for the city. He felt the city is still in a good place. There is still a lot of high interest in Brunswick. Medina County also continues to show tremendous growth and opportunity.

Mr. Aungst shared that Five Star Gymnastics addition to their building is coming along. They are working through engineering matters. There were modifications dealt with internally and the city has worked with them. Kentucky Fried Chicken on Center Road is operational. Taco Bell is being built at Laurel Road and Pearl Road. Geeked Out Pub and Grill is open. The owner is a resident and gave many high compliments on the city's building department.

Mr. Aungst stated the Building department has been approached about some additional housing developments. On a positive note, there are a number of developers interested in discussing commercial projects. With the proposed Meijer's store, the city may see a fair amount of other commercial development. There is a house on South Pearl Road with seven acres that was recently demolished. A lot of credit goes to the property and maintenance inspectors. Mr. Aungst added that the city is constantly seeking ways to make improvements in the community.

Mr. Aungst discussed the amount of vaping businesses in the community. A number of cities are addressing this issue. He felt it is an economic concern as well as a health concern. Brunswick has quite a few vape shops. There are some heavy taxes being imposed upon vape shops. Mr. Aungst noted that there is nothing prohibiting the city from being able to tax them. It is well within the realm of the health of the community to discuss the possibility. Mr. Hanek stated that if the city is going to justify tax, it needs to be shown that the city is utilizing additional resources because of these types of buildings. Mr. Hanek noted that it would be beneficial to know more from the school's perspective. Mr. Aungst shared there was a television program aired about vaping. The head of Jewel Vape had admitted that the long term effects of vaping are uncertain, there have been no long term studies performed. Mrs. Hanek raised question whether vaping is included in nonsmoking facilities in the city. Mr. Aungst noted he would follow up on the nonsmoking facilities. Mr. Aungst clarified the imposed tax could be used for the health and

well-being of the community. He stated that the State of Vermont is looking at a 91% tax on vaping.

Mrs. Hanek raised question if there is any criteria regarding distance away from the school when vaping. Mr. Aungst would follow up on Mr. Hanek's question. The convenient stores and gas stations carry these items as well. Mr. Hanek was on board and expressed his concern about the schools. Mr. Aungst noted he would follow up with the schools and also have discussion with the finance director. He spoke to our city manager who is interested in the city conducting more research on the topic.

Mr. Aungst explained that Matt Jones is reviewing our zoning map. Discussion ensued in reference to the visual zoning map. Mr. Aungst discussed the area of Maxwell Boulevard that is not zoned as commercial. He, along with the city engineer have considered making changes for more consistency in regards to parcels in that area. Mr. Hanek shared concern that inconsistent builds could cause a potential problem. Mr. Hanek raised question if legislation is needed to rezone the area. Mr. Aungst responded yes. Mr. Aungst would work with the city engineer to get the exact dimensions.

Mr. Hanek moved to refer to the law department to draft legislation to rezone the C-G from the R-L district in the Maxwell Boulevard area. Vote – 2 Ayes, 0 Nays.

Mr. Aungst remarked that the city is working with Team NEO (Northeast Ohio Business Development Organization) with different statistics of properties that have been built or developed. Team NEO views them differently on industrial sites than commercial sites. Team NEO is the economic development arm of Jobs Ohio. They had pointed out some interesting facts. For example, according to their data, a typical search for the average square footage being requested on the industrial side is 122,000 square feet; the median is 70,000. Northeast Ohio has just over 1400 buildings available at different sizes; Medina County has 103. There were 79 sites fewer than 20,000 square feet. The city has one building that is between 100,000 and 199,000; none over 200,000. For inventory of land, Brunswick is very unique with our industrial parks. The city has very compact and primarily privately owned businesses with limited range. In northeast Ohio, the inventory is 691 parcels, in which 351 are below 20 acres. Mr. Aungst shared a possibility of recruiting companies to come to Brunswick; with high paying wages. Medina County has 117 sites; the city has 5 locations that have 100 acres or more, and 14 sites with less than 100 acres. He stated there is a 20 acre site, a 15 acre site, some 12 acre sites, and some 5 acre sites in Brunswick. Mr. Aungst noted the timing is right to consistently look at ways to increase our industrial production. There is limited space and we have very specific requirements within the city's parks. It becomes a challenge many times for businesses that want to come into the parks. Brunswick is geared for light industrial and the city wants to have jobs that are well paid. Mr. Aungst concluded that the city has been looking for land to grow and build, and he felt that it is a more serious matter.

Mr. Hanek moved to excuse Mr. Ousley at this time for just cause. Vote – 2 Ayes, 0 Nays.

Mr. Hanek inquired about the comprehensive plan. Mr. Aungst commented that progress is being made. The city manager was waiting for a final draft. Accuracy is important. Mr. Aungst noted that this is merely an update to the current comprehensive plan.

Mr. Aungst stated that all of Brunswick Town Center is fully booked. He provided an update on Steak and Shake. Brickmore, the owner of Town Center is working with Steak and Shake for resolution. The owner has witnessed this occurring in other locations nationally where Steak and Shake is removed and then returned. There are some other plans in the works if Steak and Shake does not come to fruition. Mr. Aungst felt there are some other opportunities that would present themselves and be well received. The city is working closely with Brickmore.

Mr. Hanek addressed that reconvening will happen in September after recess.

ADJOURNMENT:

Being no further business, moved to adjourn at 6:27 p.m. Vote – 2 Ayes, 0 Nays.

Respectfully submitted,



Nicholas Hanek
Chairman

SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

July 8, 2019

IN ATTENDANCE: Chairwoman Andrea Rodriguez, Committee Member Nicholas Hanek, Committee Member Anthony Capretta, Michael Abella Jr., Joseph Delsanter, Patricia Hanek, Brian Ousley, City Manager/Safety Director Carl DeForest, Assistant Law Director Dennis Naver, Engineer Matt Jones, Service Director Paul Barnett, Community & Economic Development Director Grant Aungst, Pam Plavecski, Council Clerk Fijabi Julien-Gallam, Assistant Council Clerk Holly Quellos, News Media.

The meeting convened at 6:26 p.m.

REVIEW LEGISLATION:

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*).

Mr. Jones advised that the agreement has been signed. The area of the project will start off where the Laurel Road project ended in 2018. The contract is for \$840,357, in which \$613,000 was received from Ohio Public Works Commission. Mr. Ousley raised question regarding the time frame of the project. Mr. Jones stated that the project would start at the end of August to approximately the end of November; with 95 to complete.

Mr. Hanek expressed that he looks forward to this project. He inquired about the improvement on Maxwell Boulevard. Mr. Jones commented that the work for that area would be based on the decision of how the last intersection is paved. He stated that the area of Maxwell may be performed last. Mr. Jones clarified that in past years they examined whether a signal is warranted at the intersection of Maxwell. However, it was found that a signal is not warranted there although other improvements were recommended. Mr. Jones concluded that all options would be considered for that intersection in the future.

Mr. Hanek moved this resolution to tonight's Council Agenda of July 8, 2019 as an emergency with suspension of the rules. Vote – 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Ousley inquired about the trash carts distribution. Mr. Barnett commented that the distribution has been going better than expected. There were various maps provided for addresses; though there have been a number of errors. The carts should be finalized on Wednesday, July 10th. At times there have been three to four crews working seven day shifts. Mr. Barnett has been encouraging residents to start calling Republic Waste starting the week of July 23rd. A portion of the problem calls have been received from condominium owners that have small garages. Mr. Barnett commented that he and different departments have been assisting with the incoming calls. He remarked that other cities are experiencing cans not getting picked up other than Brunswick. He shared that there has been some positive feedback from customers and thank you calls. The number of problem calls coming in for so many residents is

relatively low. Mr. Hanek expressed his appreciation to Administration for their responsiveness and promptness on returning calls.

Mr. Barnett noted that contractors have been having some problems with equipment, in which one truck had caught fire on the interstate, as well as two trucks being inoperable. He advised that new orders have been prepared, new equipment has been purchased and would be arriving soon. He explained that they are in the process of converting all equipment to Compressed Natural Gas (CNG) equipment.

Mr. Barnett advised that Medina County Solid Waste is planning to review their volume of recycling during the next couple of months. He anticipated that the recycle bins at the schools will remain, as well as those at the Recreation Center. He expected other locations to eliminate their bins; such as City Hall, W. 130th Street, and the fire station. Mr. Barnett concluded that a lot of residents have expressed that they enjoy the availability of the recycle bins in town and do not want to recycle at home.

ADJOURNMENT:

Being no further business, Mr. Hanek moved to adjourn at 6:40 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Andrea L. Rodriguez".

Andrea Rodriguez
Chairwoman

SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

July 22, 2019

IN ATTENDANCE: Chairwoman Andrea Rodriguez, Committee Member Nicholas Hanek, Committee Member Anthony Capretta, Patricia Hanek, Brian Ousley, City Manager/Safety Director Carl DeForest, Finance Director Todd Fischer, Engineer Matt Jones, Law Director Kenneth Fisher, Council Clerk Fijabi Julien-Gallam, News Media.

The meeting convened at 6:26 p.m.

REVIEW 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*).

Mr. Jones advised that the city is looking to obtain authorization to submit the Ohio Public Works Commission (OPWC) Issue 1 grant application. The target area would be Laurel Project Phase 3. He explained that the limits and the extent of work are still being finalized. This would consist of Coventry Drive to South Carpenter, omitting the Maxwell intersection and working on the next section to the east; with plans of Maxwell being examined as a separate issue. Mr. Jones clarified that funding is available; the city would like to move forward. Mr. Jones explained that this is a separate project than the overlay program. There is the possibility of this being an asphalt overlay. Mr. Jones concluded that this is strictly to submit for grant funding; the work has not been finalized.

Mr. Hanek moved this resolution to tonight's Council Agenda of July 22, 2019 as an emergency with suspension of the rules for two readings. Vote – 3 Ayes, 0 Nays.

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*).

Mr. Jones explained that this would award the contract to Set In Stone, who is lowest bidder on our 2019 Catch Basin Repair program. The work would generally be the same as previous years. They perform as many basins allowable for the budget. Mr. Ousley questioned the number of basins that have been identified to be covered within the budget of \$91,000.00. Mr. Jones commented that he can obtain that information for the next meeting, which the number of basins would be approximately in the high 40's. There is a bid for a specific number of basins and a list that he will provide.

Mr. Hanek moved this resolution to tonight's Council Agenda of July 22, 2019 as an emergency with suspension of the rules for two readings. Vote – 3 Ayes, 0 Nays.

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*).

Mr. Jones explained that this is for our 2nd Phase Asphalt Road Program. This would authorize the city to enter into a contract with Specialized Construction. This company is currently working on the Asphalt Program, Phase 1. This project would be similar to previous work on the Asphalt Program; which is basically a combination of chips, seals, mills, and fills on various streets. The streets that would be worked on under this program are portions of Pinewood Drive, Starview Drive, Chargary Drive, Carolyn Drive, Fernwood Drive, and a small portion of Francis Boulevard. Mr. Hanek expressed his gratitude to see both Pinewood and Fernwood Drive included on this project. Mr. Jones shared his view to be able to include Fernwood.

Mr. Hanek moved this resolution to tonight's Council Agenda of July 22, 2019 as an emergency with suspension of the rules for two readings. Vote – 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Ousley inquired about the progress on North Carpenter. Mr. Jones updated that it is on schedule. Currently they are getting ready to pour concrete on the main line of the west side of the road. That section is toward the north end near Beaumont Drive.

ADJOURNMENT:

Being no further business, Mr. Capretta moved to adjourn at 6:34 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,



Andrea Rodriguez
Chairwoman

PLANNING AND ZONING COMMITTEE

July 8, 2019

IN ATTENDANCE: Chairman Joseph Delsanter, Committee Member Andrea Rodriguez, Committee Member Nicholas Hanek, Patricia Hanek, Anthony Capretta, Michael Abella Jr., Brian Ousley, Planning & Zoning Coordinator Pam Plavecski, City Manager/Safety Director Carl DeForest, Community & Economic Development Director Grant Aungst, Assistant Law Director Dennis Naver, Engineer Matt Jones, Service Director Paul Barnett, Council Clerk Fijabi Julien-Gallam, Assistant Council Clerk Holly Quellos, News Media.

The meeting convened at 6:40 p.m.

REVIEW 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. – **1st Reading** (To be brought from Planning & Zoning Committee, Administration/*Grant Aungst*)

Mr. Aungst advised that the city purchased the property located in the township; it was rezoned and annexed into the city of Brunswick. Staff has worked hard to move this forward.

Mr. Hanek raised question regarding the process of modifying details within the code for that area once it is approved. Mr. Aungst commented that the plan is still in the early stages; we would have to refer back to the Planning Commission. He stated that the Commission has reviewed this very vigilantly and it is their recommendation.

Mr. Hanek moved this ordinance to tonight's Council Agenda of July 8, 2019 for three readings with suspension of the rules. Vote – 3 Ayes, 0 Nays.

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*)

With no discussion, Mr. Hanek moved this ordinance to tonight's Council Agenda of July 8, 2019 for three readings with suspension of the rules. Vote – 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Delsanter shared his recent encounter with the group involved with the new KFC. He indicated that they purchased 17 franchises in Northeast Ohio. He stated that they shared his viewpoint about the market here having tremendous growth and opportunities. Mr. Aungst coincided that our community is great. Brunswick has great schools, and growing and healthy environment.

Mr. Aungst clarified that the city has had tremendous support from the community with regards to the Meijers plan. Discussions have taken place with the Planning Commission. He commented that the store greatly desires to be in Brunswick; they see a lot of value in the community. He has received a lot of phone calls personally asking the city to bring Meijers to Brunswick. He commented on the positive number of jobs that would be created. There would be 300 jobs available in the store alone; which he expects 70% to be hired as full time, 30% part time. Mr. Hanek commented that he has also gotten very positive feedback from the community regarding Meijers.

ADJOURNMENT:

Being no further business, Mr. Hanek yes moved to adjourn at 6:50 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,



Joseph Delsanter
Chairman

COMMITTEE OF THE WHOLE MEETING

July 8, 2019

IN ATTENDANCE: Vice Mayor Michael Abella Jr., Nicholas Hanek, Andrea Rodriguez, Patricia Hanek, Brian Ousley, Joseph Delsanter, Anthony Capretta, City Manager/Safety Director Carl DeForest, Assistant Law Director Dennis Navar, Engineer Matt Jones, Service Director Paul Barnett, Community & Economic Development Director Grant Aungst, Pam Plavecski, Council Clerk Fijabi Julien-Gallam, Assistant Clerk of Council Valerie Zak, Assistant Clerk of Council Holly Quellos, News Media.

The meeting convened at 6:50 p.m.

MOTIONS ITEMS:

Motion authorizing the City Manager to obtain “requests for proposals” to provide emergency snow and ice service to supplement the City Street staff in the event of a severe storm.

Mr. Barnett recapped the severe snow storm that occurred in 2018. The city was asked to look at some options to help supplement in emergency situations; such as hiring additional full time staff, or hiring outside contractors. Mr. Barnett advised that the least expensive option would be to hire outside contractors for emergency help. It was estimated that it would have cost roughly \$50,000 in 2018 if the city would have hired outside contractors. This helps us in getting requests for proposals and implementing some pricing, to be prepared if the city has another emergency situation like the one the city experienced.

Mr. Ousley raised question as to what would be considered a severe storm and the limitations. He raised concern about the Union’s perception in going forward with this option. Mr. Barnett stated that they are not fond of the idea. He met with the employees to let them know it is being brought to Council. This option would be completely separate; the outside contractors would utilize their own trucks; they would not use city vehicles. Mr. Abella commented that they feel strongly about this option after last years’ experience where city workers were maxed out. He reiterated that they are requesting a proposal for an outside option to supplement and assist in an emergency situation only. It is considered an extra option when city workers are depleted during these storms. Mr. Barnett shared that this has unquestionably “no” reflection on the union workers. He commented on the outstanding job that they did during the last storm. He clarified that each employee stepped up and worked as much as they possibly could in over time. He commended the service workers for their amazing work; they worked relentlessly for eight days. He expressed that the things they accomplished were heroic. He continued that we did not have enough workers. Mr. Barnett confirmed with Mr. Hanek that changes could be made following the requests for these proposals; nothing is finalized or submitted.

Mrs. Rodriguez questioned how fees are charged for work and inquired about safety liabilities. Mr. Barnett indicated that there would be no fees paid to contractors unless requested to work. He stated that insurance certificates have to be provided, just the same as contractors that do reconstruction on our streets. Mr. Abella also expressed concern regarding safety. He questioned the possibility of including something in the language of the proposal; for the reason that workers would be on an as needed basis for emergencies, in which some could be not rested and on duty for long hours. Mr. Barnett indicated that they can explore the idea of putting something in the proposal; it has not been done in the past.

Mrs. Rodriguez raised question about considering drivers that are laid off in the winter months to help supplement the work. Mr. Barnett explained that there lies a problem because drivers would not be using our equipment; drivers would need their own vehicles. Mr. Ousley agreed that approaching drivers who are laid off could be of some assistance and may be in closer vicinity for work that is needed during a snow storm. Mr. Barnett expressed he is open to those options however, at this time they are just asking for requests for proposals.

Mrs. Hanek moved to authorize the City Manager to obtain “requests for proposals” to provide emergency snow and ice service to supplement the City Street staff in the event of a severe storm. Vote – 6 Ayes, 0 Nays.

Mr. Ousley abstained.

REVIEW LEGISLATION:

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*)

Mr. Hanek made the proud announcement that the City of Brunswick has the opportunity to be designated as a Purple Heart City in honor of those who were wounded or killed in service to the United States. Wednesday, August 7th is Purple Heart Day.

Mr. Hanek moved this resolution to tonight’s meeting of July 8, 2019 for three readings. Vote – 7 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Hanek moved to schedule special Council meeting on July 29, 2019 at 6:30 p.m. and waive special meeting notices. Vote – 7 Ayes, 0 Nays.

ADJOURNMENT:

Being no further business Mr. Ousley moved to adjourn at 7:05 p.m. Vote – 7 Ayes, 0 Nays.

Respectfully submitted,

Holly Quellos

Holly Quellos

Assistant Clerk of Council

DRAFT

COMMITTEE OF THE WHOLE MEETING

July 22, 2019

IN ATTENDANCE: Chairwoman Andrea Rodriguez, Committee Member Nicholas Hanek, Committee Member Anthony Capretta, Mayor Ron Falconi, Patricia Hanek, Brian Ousley, City Manager/Safety Director Carl DeForest, Engineer Matt Jones, Parks and Recreation Director John Piepsny, Finance Director Todd Fischer, Law Director Kenneth Fisher, Council Clerk Fijabi Julien-Gallam, Republic Services Representatives, Brunswick Youth Soccer Association and Brunswick Soccer Association Representatives, News Media.

The meeting convened at 6:34 p.m.

Mr. Hanek moved to excuse Mr. Abella and Mr. Delsanter for just cause. Vote – 5 Ayes, 0 Nays.

DISCUSSION ITEMS:

Trash Concerns – Republic Services Representative

Mr. Hanek shared that there have been discussions with the city manager about complaints pertaining to the cart program, in which he requested that we review these complaints with Republic Services.

TJ of Republic Services noted his involvement with projects similar to Brunswick's. He stated that he feels it is going pretty well. Residents have been familiar with the practice of discarding what they please, however there have been changes. Residents are receiving a cart from the city which limits what can be discarded. In his experience everything is usually placed in carts; then once a month residents throw away in bulk. This program is different because residents are able to discard bulk items at their leisure. As drivers have begun working through each community, there have been challenges as to what residents throw away. This has required more time for pickups. TJ anticipated having two truckloads per route. However, it has required at least three loads per truck causing a delay. TJ commented that there were days with missed pickups and Republic Services take responsibility. Drivers came back the very next day and picked up what was missed. Three out of five drivers are familiar with Brunswick; two drivers are newer. Typically, these projects take six weeks to calm down. TJ shared that the customer service center has been taking calls to exchange carts. About 150-200 calls were received to change cart sizes, remove recycle carts, etc., and those exchanges start Wednesday, July 24th. He expressed that he understood the city does not want to receive phone calls; that is why a customer service center is available. He has validated with customer service that everyone is on the same page with regard to what problems need resolved.

Mr. Capretta explained that the city has had a lot of missed streets. He has not had this many calls and feels it is unacceptable. He shared that residents are still upset. Pickups were missed; some being two days later. Mr. Capretta stated that residents have been complaining that they were not getting through to Republic Services with long hold times. When the residents were successful in getting through, they were being told to contact the city. TJ clarified that these problems have been addressed. He found one small glitch where it was stated that Republic Services were responsible for carts containing some unclear wording. That generated some residents to be referred back to the city. Mr. Capretta reiterated that there are a lot of glitches and he desires them to be resolved. He explained one occurrence near Laurel Glen

area where every street had tons of glass spillage throughout the area. Residents were out sweeping and they have wanted answers. TJ stated that they were made aware of this. He commented that with the automated program, the drivers do not exit the truck to service the customers; they use a truck arm. He indicated that truck bodies sometimes have holes and this type of thing could occur. The trash haulers are mechanical trucks; when the drivers come back the other way, they may not be able to see behind them. He explained that a sweeper truck was dispatched right away for the glass spillage. He noted that their protocol is to immediately dispatch a sweeper in those instances.

Mr. Ousley raised question whether we are entitled to have more drivers considering the large size of Brunswick. TJ clarified that there are five drivers in town daily. Some are familiar with the recycle program. Mr. Ousley shared an issue that occurred on Briarleigh Drive where a resident's container was picked up and two phone lines were cut. The city is still reviewing this. Mr. Ousley stated that he thought someone was sent out from the phone company who determined the phone lines were considered too low. Dustin from Republic Waste stated that he spoke to the resident and asked the gentleman whether he had noticed a truck number; the resident had not. Dustin offered to take the resident's information and encouraged him to call his cable company about his service. TJ explained that this has been addressed and a claim was put in. TJ noted that he was informed by the team that it was not their truck.

Mr. Capretta reiterated that there are problems throughout the entire city; not just in his ward. TJ shared that there are expected issues with these implementation programs. Their job at Republic is to pick up the trash daily as promised for the residents. They have dealt with different problems and litigated them to the best of their ability. The drivers tried to cover missed areas in a timely manner. He spoke of one worker who used his personal truck for a pick up. TJ commented that the calls will diminish and the residents would be pleased towards the end of the implementation program.

Mr. Hanek shared that there have been inconsistencies in terms of what is being picked up. His own address for example, where old cans were expected to get picked up and were not. TJ explained that Republic did not want to start taking containers until all of the new carts were distributed. Decent cans were left temporarily, unless there were a sign requesting otherwise. Mr. Hanek noted he has heard complaints about cart placements as well, in which some were left in the middle of drive ways. He commented that it could create difficulty for elderly residents. TJ clarified that they instructed the workers not to move containers from where they were originally placed. With cart distribution, this could happen because workers were trying to get the carts down promptly. He stated that they are working hard to fix the issues. Dustin of Republic Services is in town eight hours per day. Mr. Hanek expressed his appreciation to the representatives for attending and also his hope that things will get better. TJ concluded that things would improve.

MOTION ITEMS:

Motion to allow the City Manager to enter into a 10 year lease agreement for Hopkins Park with the Brunswick Soccer Association to conduct youth recreation and travel soccer programs for the City of Brunswick.

Mr. Piepsny announced that the Brunswick Youth Soccer Association (BYSA) and Brunswick Soccer Association (BSA) have decided to merge and form one power house soccer organization. Recreation

soccer and travel soccer will be considered as one. Mr. Piepsny explained that the two presidents, Julius Torer and Melissa Keller, would like to briefly discuss the merger.

Mr. Torer shared that he is the president of Brunswick travel soccer; Mrs. Keller is the newly appointed president for the recreation soccer. Mr. Torer summarized he has been in the community for over ten years. He was the coach for the recreation program before he went on to travel soccer. Their motivation is to help kid's development. There is no financial gain in the merge. A lot of people are not aware of travel soccer and being one organization may help with that. He explained that this year is going to remain the same for the fall and spring season in order to have time to plan between the two boards and ensure it is done correctly. This would help the coaches, especially on the recreation side where a lot of coaches are parents. This would help with developing kids' skills with professional coaches. Mr. Torer commented on the possibility of helping build up the field of Hopkins Park. Mrs. Rodriguez expressed her support and her common view points of Mrs. Keller. She commented on the importance of working together.

The price of soccer was discussed. Mr. Torer shared the price is \$70.00 per child, comparable to fall and spring for recreation soccer. Travel soccer is \$375.00 per child for the year. Travel soccer costs are higher due to it being a league, having paid coaches and aids, recreation fees, and insurance coverage fees. These costs are lower than Medina and Strongsville; which are \$500 per season. The merge would go under the same name; one entity. Mr. Torer concluded that BSA would be the sole organization with Mrs. Keller on the executive board.

Mrs. Hanek moved to allow the city manager for 10 year lease agreement with Hopkins Park with Brunswick soccer association to conduct youth recreation and travel soccer programs for the City of Brunswick. Vote – 5 Ayes, 0 Nays.

Motion to allow the City Manager to enter into an agreement with the Brunswick City School District 2019/2020 school year for Safe Haven Transportation Services.

Mr. Piepsny explained the city has had this agreement for many years. This provides transportation for children to the Safe Haven after school program at the Brunswick recreation center. The schools are not going to charge us this year as they have in the past.

Mrs. Hanek moved to allow the City Manager to enter into an agreement with the Brunswick City School District 2019/2020 school year for Safe Haven Transportation Services. Vote – 5 Ayes, 0 Nays.

Motion authorizing the City Manager to advertise for public bids for the South Industrial – Westway Improvements.

Mr. Jones explained the city has been working to get some funding for the Westway Improvements. They are in the process of finalizing funding agreements with Medina County Transportation Improvement District. The city is looking to receive a grant of \$450,000. The scope of work for this project is a full concrete reconstruction of the oldest section of South Industrial; roughly from Route 303 to just south of Medina Supply's entrance. South of that, the pavement is newer; those areas would be rehabilitated with joint and slab repairs, as well as catch basins repairs if needed.

Mr. Ousley raised question pertaining to an easier detour solution for traffic between Route 303 and Medina Supply once the program begins. Mr. Jones commented that the area could be sectioned by half, for detour rather than the entire area at once. Some access would be given through the construction zone. The intention is to move the project along as quickly as possible. The design for this project has not started yet; the planning process is still under way.

Mr. Ousley made a motion to authorize the City Manager to advertise for public bids for the South Industrial – Westway Improvements. Vote – 5 Ayes, 0 Nays.

REVIEW 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*)

Mrs. Gallam summarized that this ordinance is to update the city's code online, as well as the hard copies that is distributed. In addition, to update the traffic codes for the Police Department. This would go back from October 2019 to July 8, 2019; all ordinances that were passed within that time frame. Legislation is needed to adapt the changes.

Mr. Capretta moved this **ORD. NO. 51-19** to tonight's Council agenda of July 22, 2019 as an emergency for two readings. Vote – 5 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Jones reviewed number of basins within the Catch Basin Repair program, in which there are 49. Mr. Jones concluded that he would provide Council members with a list of the locations.

ADJOURNMENT:

Being no further business Mrs. Hanek moved to adjourn at 7:10 p.m. Vote – 5 Ayes, 0 Nays.

Respectfully submitted,

Holly Quellos

Holly Quellos
Assistant Clerk of Council

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 9/9/2019

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. 55-19** - A resolution adjusting the speed limit on Center Road (State Route 303) from 50 miles per hour to 45 miles per hour from 0.05 miles West of Congressional Avenue to 0.01 miles West of Congressional Avenue and withdrawing the journalized 50 miles per hour speed zone on Center Road (State Route 303) from SLM 6.10 to SLM 6.41 East of Congressional Avenue. - **1st Reading** (To be brought from Safety & Environment Committee, *Administration/Matt Jones*)

BACKGROUND: New legislation request

PURPOSE AND EXPLANATION: The Ohio Department of Transportation (ODOT) District 3 recently completed a speed zone study on State Route 303 from Marks Road to Congressional Avenue in the City of Brunswick and Brunswick Hills Township. The study found that the existing speed limit of 50 miles per hour was no longer warranted and should be replaced by a 45 miles per hour speed limit. Legislation is needed to allow this speed limit adjustment on the City portion of the study area. Also, the section of State Route 303 just east of Congressional Avenue is signed as a 35 miles per hour speed limit within the City, but journalized as a 50 miles per hour speed zone. ODOT District 3 is requesting that City Council officially withdraw the 50 miles per hour speed zone.

IMPLEMENTATION SCHEDULE: The 50 miles per hour speed limit signs west of Congressional Avenue will be replaced with 45 miles per hour signs by ODOT shortly after this resolution is adopted.

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?

**ADDITIONAL
INFORMATION:**



OHIO DEPARTMENT OF TRANSPORTATION
Mike DeWine, Governor Jack Marchbanks, Ph.D., Director

District 3
906 Clark Ave., Ashland, OH 44805
419-281-0513
transportation.ohio.gov

July 24, 2019

Mr. Matthew M. Jones, P.E.
22999 Forbes Road, Suite B
Cleveland, Ohio 44146-5667

Dear Mr. Jones:

ODOT District Three has recently conducted a speed zone study on State Route 303 (SR 303) from Marks Road, at straight line mileage (SLM) 4.96 to Congressional Avenue (SLM 6.04). The study found that the existing speed limit of 50 mph was no longer warranted and should be replaced by a 45 mph speed limit. The easternmost section of the proposed speed zone passes within Brunswick's Corp Limit on the north side of SR 303 from 0.05 miles West of Congressional Avenue to 0.01 miles West of Congressional Avenue (0.04 miles total). Therefore, we require that the City passes a resolution to adjust the speed limit in that section prior to installing the new 45 mph speed limit signs.

Also, the section of SR 303 just east of Congressional Avenue is currently signed as a 35 mph speed limit within the City from SLM 6.10 to SLM 6.41 but is journalized as a 50 mph speed zone. Because this section of SR 303 is in the City, we also request a resolution from the City to withdraw this 50 mph speed zone. The 50 mph speed limit no longer seems to be appropriate given the amount of development on this section of SR 303, and since it is already signed as 35 mph, we did not anticipate that the City would object to the withdrawal of the 50 mph speed zone. We did not perform a speed zone study on this section of SR 303, but the City may do so if they wish.

Attached are two examples of resolutions that other municipalities have used in the past. If you have any questions, feel free to email me at Scott.Ockunzzi@dot.ohio.gov or call me at (419) 207-7174.

Respectfully,

A handwritten signature in blue ink that reads "Scott R. Ockunzzi".

Scott R. Ockunzzi, P.E.
Transportation Engineer
District Three Capital Programs

1
CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 55-19

BY: Mr. Ousley, Mr. Abella and Mrs. Rodriguez

A RESOLUTION ADJUSTING THE SPEED LIMIT ON CENTER ROAD (STATE ROUTE 303) FROM 50 MILES PER HOUR TO 45 MILES PER HOUR FROM 0.05 MILES WEST OF CONGRESSIONAL AVENUE TO 0.01 MILES WEST OF CONGRESSIONAL AVENUE AND WITHDRAWING THE JOURNALIZED 50 MILES PER HOUR SPEED ZONE ON CENTER ROAD (STATE ROUTE 303) FROM SLM 6.10 TO SLM 6.41 EAST OF CONGRESSIONAL AVENUE.

WHEREAS: The Ohio Department of Transportation, District 3 (“ODOT”) recently completed a speed zone study (the “Study”) on State Route 303 from Marks Road to Congressional Avenue in the City of Brunswick and Brunswick Hills Township;

WHEREAS: The Study found that the existing speed limit of 50 miles per hour was no longer warranted and should be replaced by a 45 miles per hour speed limit;

WHEREAS: Legislation is required to allow this speed limit adjustment in the City portion of the Study area;

WHEREAS: Additionally, the section of State Route 303 east of Congressional Avenue is signed as a 35 mile per hour speed limit, but journalized as a 50 mile per hour speed zone;

WHEREAS: ODOT is further requesting that the City officially withdraw the 50 mile per hour speed zone; and

WHEREAS: The 50 miles per hour speed limit signs west of Congressional Avenue will be replaced with 45 miles per hour speed limit signs by ODOT upon the effective date of this Resolution.

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

SECTION 1: That being in the public interest, this Council hereby adjusts the speed limit on Center Road (State Route 303) from 50 miles per hour to 45 miles per hour from 0.05 miles west of Congressional Avenue to 0.01 miles west of Congressional Avenue. This Council further withdraws the journalized 50 miles per hour speed zone on Center Road (State Route 303) from SLM 6.10 to SLM 6.41 east of Congressional Avenue.

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: 9/9/2019

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

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 56-19** - A resolution granting a non-exclusive permanent access and utility easement to Sanctus, LLC. - **1st Reading** (To be brought from Planning & Zoning Committee, Administration/Grant Aungst)

BACKGROUND: City Council approved the rezoning parcel 003-18B-31-539 and parcel 003-18B-31-540 to a Special Planning District-5 for the development of a senior living facility focused on assisted and memory care consisting of approximately 16.2516 acres; Ord 13-19 passed 2/25/19.

PURPOSE AND EXPLANATION: The easement is to allow a non-exclusive permanent access and utility easement for the development of land in Special Planning District-5; the developer is seeking to construct a senior living facility with assistant and memory care units. The easement will keep traffic focused on the main corridor, Pearl Rd, with gated emergency only access from the eastern most part of the parcel.

IMPLEMENTATION SCHEDULE: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

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?

**ADDITIONAL
INFORMATION:**

NON-EXCLUSIVE PERMANENT ACCESS AND UTILITY EASEMENT

THIS NON-EXCLUSIVE PERMANENT ACCESS AND UTILITY EASEMENT (this "Easement Agreement") is made this ___ day of _____, 2019, between the City of Brunswick, a political subdivision of the State of Ohio (the "Grantor") and Sanctus, LLC, a Delaware limited liability company, its successors and assigns (the "Grantee").

Recitals:

WHEREAS, Grantee is the owner of certain property located in the city of Brunswick, County of Medina, State of Ohio, and being identified as Medina County Permanent Parcel Numbers 003-18B-31-539 and 003-18B-31-540 ("Grantee's Land");

WHEREAS, Grantee has requested of Grantor a non-exclusive permanent access and utility easement in, under, over, upon and across certain property owned by the Grantor as described in this Easement Agreement; and

WHEREAS, Brunswick Ordinance No. _____, passed by Brunswick City Council on _____, authorized Grantor to enter into this Easement Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor grants Grantee, and its successors and assigns forever, a non-exclusive permanent access and utility easement and right for ingress and egress upon and over the lands herein described, as well as to construct, reconstruct, modify, implement, maintain, hook up to, operate and/ or remove all such necessary utilities necessary to service Grantee's Land, upon the following terms and conditions.

1. Easement Area. The easement area granted by Grantor to Grantee herein is limited to the area of land legally described in **Exhibit "A"**, attached hereto and made a part hereof, and as set forth on the diagram attached as **Exhibit "B"**, attached hereto and made a part hereof (the "Easement Area").
2. Purposes. Grantee may have a non-exclusive permanent access and utility easement and right for ingress and egress upon and over the Easement Area, as well as to construct, reconstruct, modify, implement, maintain, hook up to, operate and/ or remove all such necessary utilities necessary to service Grantee's Land.
3. Maintenance. Grantee shall be solely responsible for any cost and expense for the construction, reconstruction, maintenance and repair of all access and utility improvements within the Easement Area. Grantee shall keep and maintain the Easement Area in a safe and sound condition in compliance with all applicable laws, ordinances, rules and regulations, of which Grantee has the sole and exclusive responsibility for informing itself.
4. Reservation of Rights. Grantor reserves for itself, its successors and assigns, the full use of the Easement Area insofar as said use is not inconstant with the grant of this Easement Agreement.

5. Entire Agreement. This Easement Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.
6. Modification. No modification of this Easement Agreement shall be binding upon Grantor or Grantee unless set forth in writing and executed by Grantor and Grantee.
7. Severability. If any provision of this Easement Agreement shall be or become invalid or unenforceable, then this Easement Agreement shall be divisible as to such provision, and the remainder of the Easement Agreement shall remain valid and enforceable as though such provision were not included herein.
8. Successors and Assigns. The rights and obligation of the parties set forth herein shall be binding upon, and shall insure to the benefit of, each of them, and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Non-Exclusive Permanent Access and Utility Easement as of the day and year first written above.

GRANTOR:

CITY OF BRUNSWICK

By: _____
Carl S. DeForest, City Manager

GRANTEE:

SANCTUS, LLC, a Delaware limited liability company

By: _____
Frank P. Biller, its Manager

NOTARY ON FOLLOWING PAGE

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Grantor by Carl S. DeForest, City Manager of the City of Brunswick, who acknowledged that he did sign this Easement Agreement and the same is his free act and deed and the free act and deed of the Grantor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this ___ day of _____, 2019.

NOTARY PUBLIC

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Grantee by Frank P. Biller, its Manager, who acknowledged that he did sign this Easement Agreement and the same is his free act and deed and the free act and deed of the Grantee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this ___ day of _____, 2019.

NOTARY PUBLIC

This Instrument Prepared By:
L'Hommedieu & McGrievy, LLC
100 North Main Street, Suite 350
Chagrin Falls, Ohio 44022
Mark P. McGrievy, Esq.
(216) 635-0002.

EXHIBIT "A"

EASEMENT AREA LEGAL DESCRIPTION

EASEMENT "A"
60' PERMANENT ACCESS and UTILITY EASEMENT

Situated in the City of Brunswick, County of Medina and State of Ohio and known as being part of Original Brunswick Township Lot Number 6, Tract 1, and also being part of land conveyed to the City of Brunswick by Deed Volume 307, Page 250 of the Medina County Recorder's Records as Recorded in December 21, 1963 and further described as follows:

Beginning at a point on the easterly right-of-way of Pearl Road (aka S.R. 42 and S.H. 25) 60' wide at the northwest corner of Sublot 131 in the Keller Allotment as Recorded in Plat Book 4, Page 42A of the Medina County Recorder's Records (MCRR), thence South $88^{\circ}00'39''$ West, a distance of 30.01 feet to a point on the centerline of said Pearl Road, thence North $00^{\circ}09'21''$ West, along said centerline, a distance of 170.79 feet to a point, said point being the northwest corner of land conveyed to Anthony M. Pilla, Bishop of the Cleveland Catholic Diocese by deed Volume 1047, Page 162 of the MCRR, the southwest corner of land conveyed to the City of Brunswick by deed Volume 307, Page 250 of the MCRR and the principle place of beginning;

Thence North $00^{\circ}09'21''$ West, continuing along said centerline, a distance of 60.00 feet to a point, said point being the northwest corner of said City of Brunswick land and the southwest corner of land conveyed to Clarence G. Issenmann, Bishop of the Cleveland Catholic Diocese by deed Volume 440, Page 882 of the MCRR;

Thence North $88^{\circ}47'39''$ East, along the southerly line of said Cleveland Catholic Diocese land, a distance of 800.00 feet to a point on the westerly line of land conveyed to Sanctus, LLC. by Document No.2017OR005943 of the MCRR (Parcel No. 003-18B-31-539);

Thence South $00^{\circ}09'21''$ East, along said Sanctus land, a distance of 100.00 feet to a point;

Thence North $64^{\circ}26'34''$ West, a distance of 88.79 feet to a point;

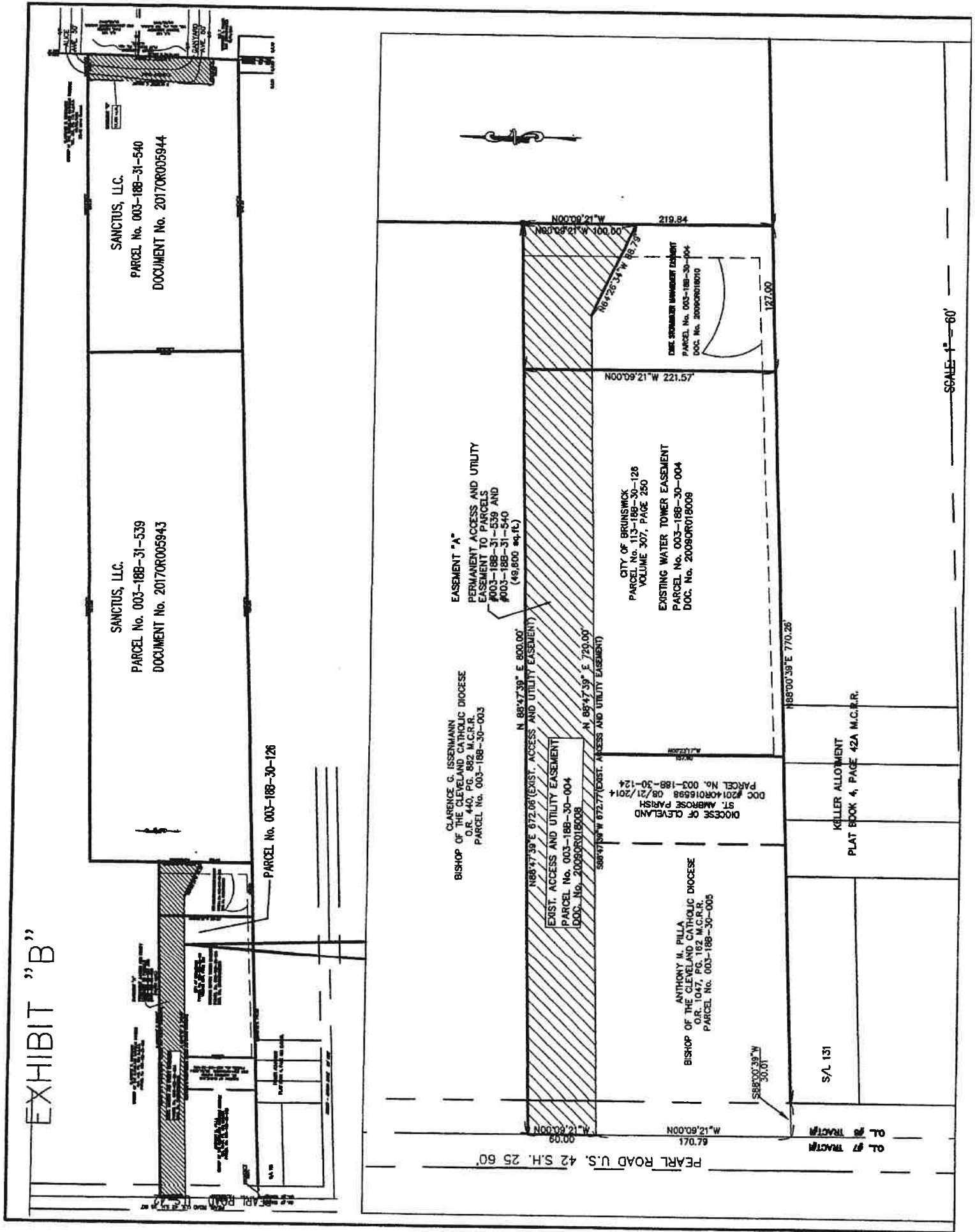
Thence South $88^{\circ}47'39''$ West, parallel and 60.00 feet southerly by perpendicular measurement from the northerly line, a distance of 720.00 feet to the principal place of beginning and containing 49,600 square feet within said easement more or less and subject to all legal highways and easements. As described by David A. Rapp in June, 2019, Professional Land Surveyor No. 7597. All iron pins set (30" of length and 5/8" in diameter) are identified by a plastic cap bearing the imprint "7597".

It is intended to describe a 60' wide strip of land providing Access and Utilities to (Parcel No. 003-18B-31-539 and Parcel No. 003-18B-31-540)

EXHIBIT “B”

EASEMENT AREA DEPICTION

EXHIBIT "B"



CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 56-19

BY: Mr. Delsanter, Mr. Hanek and Rodriguez

A RESOLUTION GRANTING A NON-EXCLUSIVE PERMANENT ACCESS
AND UTILITY EASEMENT TO SANCTUS, LLC.

WHEREAS: Sanctus, LLC has requested a non-exclusive permanent access and utility easement over property owned by the City known as PPN 003-18B-30-126 located at 957 Pearl Road to allow for the development of PPNs 003-18B-31-539 and 003-18B-31-540 as a senior living facility.

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

SECTION 1: That the City of Brunswick hereby grants a non-exclusive permanent access and utility easement, upon approval of the Law Director, to Sanctus, LLC in the form as attached hereto as Exhibit "A".

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: 9/9/2019

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

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 57-19** - A resolution accepting a non-exclusive permanent access and utility easement from Sanctus. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: City Council approved the rezoning parcel 003-18B-31-539 and parcel 003-18B-31-540 to a Special Planning District-5 for the development of a senior living facility focused on assisted and memory care consisting of approximately 16.2516 acres; Ord 13-19 passed 2/25/19.

PURPOSE AND EXPLANATION: The easement is to allow a non-exclusive permanent access and utility easement for the development of land in Special Planning District-5 on the eastern part of the property; the developer is seeking to construct a senior living facility with assistant and memory care units. Rear access to the development will be gated for emergency only access.

IMPLEMENTATION SCHEDULE: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

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?

**ADDITIONAL
INFORMATION:**

NON-EXCLUSIVE PERMANENT ACCESS AND UTILITY EASEMENT

THIS NON-EXCLUSIVE PERMANENT ACCESS AND UTILITY EASEMENT (this "Easement Agreement") is made this ____ day of _____, 2019, by Sanctus, LLC, a Delaware limited liability company ("Grantor") in favor of the City of Brunswick, a political subdivision of the State of Ohio (the "Grantee").

Recitals:

WHEREAS, Grantor is the owner of certain property located in the City of Brunswick, County of Medina, State of Ohio, and being identified as Medina County Permanent Parcel Number 003-18B-31-540 and more particularly described in **Exhibit "A"** attached hereto and incorporated herein ("Grantor's Land");

WHEREAS, Grantee has requested of Grantor a non-exclusive permanent access and utility easement in, under, over, upon and across certain property owned by the Grantor as described in this Easement Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor grants Grantee, and its successors and assigns, a non-exclusive permanent access and utility easement and right for ingress and egress in, under, over, upon and across the Easement Area (as defined herein), as well as to construct, reconstruct, modify, implement, maintain, hook up to, operate and/ or remove all such necessary utilities within the Easement Area upon the following terms and conditions.

1. **Easement Area.** The easement area granted by Grantor to Grantee herein is limited to the area of land legally described in **Exhibit "B"**, attached hereto and made a part hereof, and depicted on the diagram attached as **Exhibit "C"**, attached hereto and made a part hereof (the "Easement Area").
2. **Purposes.** Grantee may have a permanent access and utility easement and right for ingress and egress in, under, over, upon and across the Easement Area, as well as to construct, reconstruct, modify, implement, maintain, hook up to, operate and/ or remove all such necessary utilities within the Easement Area.
3. **Maintenance.** Grantor shall keep and maintain the Easement Area in a safe and sound condition in compliance with all applicable laws, ordinances, rules and regulations, of which Grantor has the sole and exclusive responsibility for informing itself. Grantee shall be solely responsible for any cost and expense for the construction, reconstruction, modification, implementation, maintenance, hook-up, operation and/or removal of any utilities in the Easement Area and shall be solely responsible for any cost and expense to restore the Easement Area resultant therefrom.
4. **Reservation of Rights.** Grantor reserves for itself, its successors and assigns, the full use of the Easement Area insofar as said use is not inconstant with the grant of this Easement Agreement.

5. Entire Agreement. This Easement Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.
6. Modification. No modification of this Easement Agreement shall be binding upon Grantor or Grantee unless set forth in writing and executed by Grantor and Grantee.
7. Severability. If any provision of this Easement Agreement shall be or become invalid or unenforceable, then this Easement Agreement shall be divisible as to such provision, and the remainder of the Easement Agreement shall remain valid and enforceable as though such provision were not included herein.
8. Successors and Assigns. The rights and obligation of the parties set forth herein shall be binding upon, and shall inure to the benefit of, each of them, and their respective successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Non-Exclusive Permanent Access and Utility Easement as of the day and year first written above.

GRANTOR:

SANCTUS, LLC, a Delaware limited liability company

By: _____
Frank P. Biller, its Manager

GRANTEE:

CITY OF BRUNSWICK

By: _____
Carl S. DeForest, City Manager

NOTARY ON FOLLOWING PAGE

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Grantor by Frank Biller, its Manager, who acknowledged that he did sign this Easement Agreement and the same is his free act and deed and the free act and deed of the Grantor.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this ___ day of _____, 2019.

NOTARY PUBLIC

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named Grantee by Carl S. DeForest, its City Manager, who acknowledged that he did sign this Easement Agreement and the same is his free act and deed and the free act and deed of the Grantee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this ___ day of _____, 2019.

NOTARY PUBLIC

This Instrument Prepared By:
Meyers, Roman, Friedberg & Lewis, LPA
28601 Chagrin Blvd., Suite 600
Cleveland, Ohio 44122
Bryan J. Dardis, Esq.

EXHIBIT "A"

GRANTORS LAND

Legal Description

PARCEL #2

(For the City of Brunswick)

Situated in the City of Brunswick, County of Medina and State of Ohio and known as being part of Original Brunswick Township Lot Number 6, Tract 1, and also being part of a record 19.1700 acre parcel of land conveyed to the City of Brunswick by deed recorded on December 21, 1963 in Deed Volume 307, Page 250 of Medina County Recorder's Records and further bounded and described as follows:

Beginning at a point on the Easterly Right-of-Way line of Pearl Road - S.R. 42, S.H. 25 (60 feet wide) and the Northwest corner of Sublot Number 131 in the Keller Allotment as recorded in Plat Book 4, Page 42A of Medina County Recorder's Records, said point being 0.80 feet South of a 5/8" Iron Pin (capped #4793) found and North 00°09'21" West, a distance of 154.00 feet from the intersection of the Easterly Right-of-Way line of Pearl Road with the Original Northerly Right-of-Way line of Keller-Hanna Drive (50 feet wide), and the Southwest corner of Sublot Number 130 of said Keller Allotment;

Thence North 88°00'39" East, along the Northerly line of said Sublot Number 131 and its Easterly prolongation thereof, being the Northerly line of said Keller Allotment, a distance of 1,991.32 feet to a 5/8" Iron Pin set and the Principal Place of Beginning of the Premises herein intended to be described;

Course No. 1: Thence North 01°12'21" West, a distance of 368.09 feet to a 5/8" iron pin set on the Southerly line of a 23.42 acres parcel of land as conveyed to Clarence G. Issenmann, Bishop of the Cleveland Catholic Diocese by deed recorded on March 08, 1965 in Deed Volume 321, Page 173 of Medina County Recorder's Records;

Course No. 2: Thence North 88°47'39" East, along said Southerly line of Clarence G. Issenmann, Bishop of the Cleveland Catholic Diocese's land, a distance of 694.91 feet to a 5/8" iron pin set at the Southeasterly corner thereof on the Westerly line of Sublot #135 of said Keller Allotment;

Course No. 3: Thence South 01°18'08" West, along said Westerly line of Sublot #135 and the Westerly line of Sublot #139, Westerly terminus of Ganyard Avenue (50 feet wide) and Westerly line of Sublot #7, all of said Keller Allotment, a distance of 359.15 feet to a 5/8" iron pin set at the Southwesterly corner of said Sublot #7 on the Northerly line of Sublot #80 of said Keller Allotment;

Course No. 4: Thence South 88°00'39" West, along said Northerly line of Keller Allotment, a distance of 679.25 feet to the Principal Place of Beginning and containing 5.7316 acres (249,669 sq.ft.) of land as calculated and described in accordance with a survey by Donald F. Sheehy, Registered Surveyor #7849 of Chagrin Valley Engineering, Ltd., in February, 2017, be the same more or less but subject to all legal highways.

Basis of Bearings for this legal is North 88°00'39" East as the Original Northerly Right-of-Way line of Keller-Hanna Drive (50 feet wide) as per Keller Allotment Plat Book 4, Page 42A of Medina County Recorder's Records as evidenced by monumentation found and is the same as calculated and reproduced from the Ohio State Plane Coordinates System Ohio North Zone (3401) by ties to the O.D.O.T. Network using Station GARF and are used to indicate angles only.

Iron Pins set are 5/8" x 30" (w/yellow cap "Donald F. Sheehy S- 7849").

PPN: 003-18B-31-540

File #16409 Pearl Rd – Parcel #2
February 17, 2017 (jaw)



A handwritten signature in black ink, appearing to read "Donald F. Sheehy", written over a horizontal line.

3.7.2017

EXHIBIT "B"

EASEMENT AREA LEGAL DESCRIPTION

EASEMENT "B"
60' PERMANENT ACCESS and UTILITY EASEMENT

Situated in the City of Brunswick, County of Medina and State of Ohio and known as being part of Original Brunswick Township Lot Number 6, Tract 1, and also being part of land conveyed to Sanctus, LLC. (Parcel No. 003-18B-31-540) by Document No. 2017OR005944 of the Medina County Recorder's Records (MCRR) and further described as follows:

Beginning at a 5/8" iron pin found at the northeast corner of said Sanctus, LLC. (Parcel No. 003-18B-31-540) land, said point being on the westerly line of Sublot 135 in the Keller Allotment as Recorded in Plat Book 4, Page 42A of the Medina County Recorder's Records (MCRR), thence South 01°18'08" West, along said westerly line of Keller Allotment, a distance of 300.00 feet to a point on the westerly line of Sublot 7 as conveyed to Margaret R. Waller by Document No. 2014OR020631 of the MCRR;

Thence South 88°47'39" West, parallel to the north line of said Sanctus, LLC. (Parcel No. 003-18B-31-540) land, a distance of 60.00 feet to a point;

Thence North 01°18'08" East, parallel to the westerly line of said Keller Allotment, a distance of 300.00 feet to a point on the northerly line of said Sanctus, LLC. (Parcel No. 003-18B-31-540) land;

Thence North 88°47'39" East, along the northerly line of said Sanctus, LLC. (Parcel No. 003-18B-31-540) land, a distance of 60.00 feet to the principal place of beginning and containing 17,991 square feet within said easement more or less and subject to all legal highways and easements. As described by David A. Rapp in June, 2019, Professional Land Surveyor No. 7597. All iron pins set (30" of length and 5/8" in diameter) are identified by a plastic cap bearing the imprint "7597".

It is intended to describe a 60' wide strip of land providing Access and Utilities to (Parcel No. 003-18B-31-539 and Parcel No. 003-18B-31-540).

EXHIBIT “C”

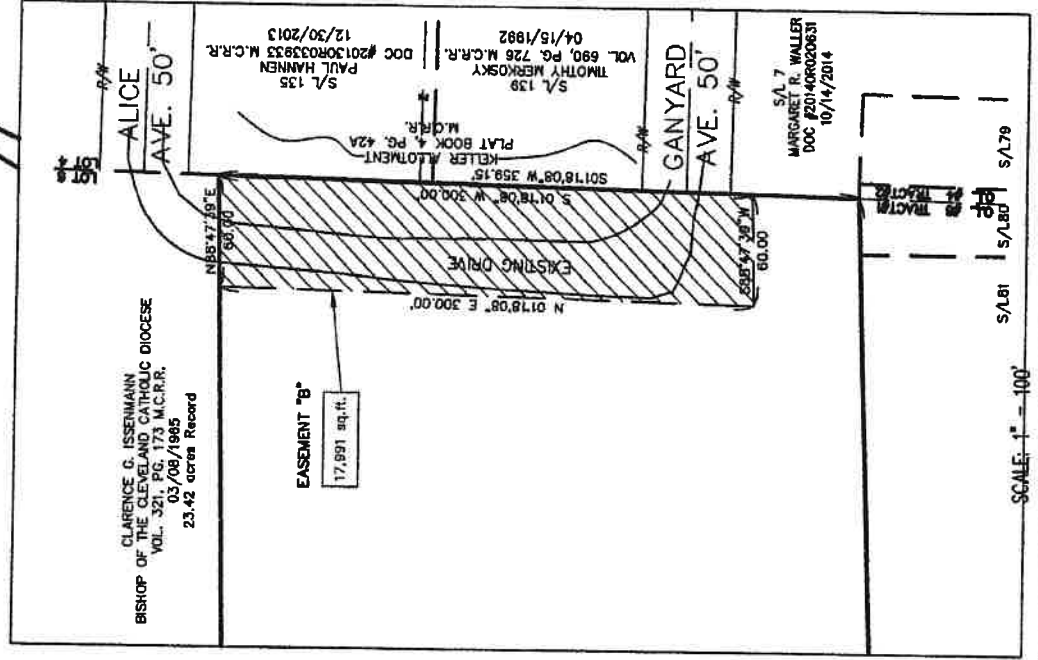
EASEMENT AREA DEPICTION

EXHIBIT "B"

SANCTUS, LLC.
PARCEL No. 003-188-31-539
DOCUMENT No. 20170R005943

SANCTUS, LLC.
PARCEL No. 003-188-31-540
DOCUMENT No. 20170R005944

PARCEL No. 003-188-30-126



CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 57-19

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

A RESOLUTION ACCEPTING A NON-EXCLUSIVE PERMANENT ACCESS
AND UTILITY EASEMENT FROM SANCTUS.

WHEREAS: As part of the development of PPNs 003-18B-31-539 and 003-18B-31-540 as a senior living facility, the City requires and access and utility easement thereover.

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

SECTION 1: That the City of Brunswick hereby accepts the non-exclusive permanent access and utility easement, upon approval of the Law Director, Sanctus, LLC in the form as attached hereto as Exhibit "A".

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: 9/9/2019

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. 58-19** - An emergency resolution ratifying the actions of the City Manager in executing an economic development agreement with the Ohio Department of Transportation allowing the City of Brunswick to receive grant funds in an amount up to \$200,000.00 for the reconstruction and repair of South Industrial Parkway and Westway Drive. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

BACKGROUND: The City has applied for a grant with ODOT Office of Jobs & Commerce for the reconstruction and repair of South Industrial Parkway and Westway Drive. The City received notification of the grant and the agreement that needed to be signed as soon as possible. The grant agreement was signed on August 29, 2019 in order for the project to be authorized to advance as required by ODOT. The agreement does not obligate any City funds. The agreement will obligate ODOT to pay the City of Brunswick up to 25% of the project not to exceed \$200,000.

PURPOSE AND EXPLANATION: The action of the City Manager in signing the agreement will allow the City to receive \$200,000 from ODOT for the reconstruction and repair of South Industrial Parkway and Westway Drive.

IMPLEMENTATION SCHEDULE:

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Max \$200,000 revenue from this State grant. Grant expires on December 31, 2020.

Total cost of the project (including construction, engineering, and inspections + contingencies) is estimated by the engineer (dated May 22, 2019) at a total cost of \$1,053,239. Eligible costs will be reimbursed by this grant at 25% not to exceed \$200,000 in reimbursement for this grant. The City will also receive an additional \$200,000 grant that will also reimburse eligible costs at a 25% rate not to exceed \$200,000. Any costs not covered by these two different State grants will be paid for through City funds from the Road Improvement Fund #333.

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:**

**JOBS AND COMMERCE ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND
CITY OF BRUNSWICK**

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 W. Broad Street, Columbus, Ohio 43223 and, the City of Brunswick, 4095 Center Road, Brunswick, OH 44212 (hereinafter referred to as the CITY).

1. PURPOSE

- 1.1 Section 5501.03(A)(3) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities with those of other appropriate state departments, public agencies, and authorities, and enter into any contracts and agreements with such departments, agencies, and authorities as may be necessary to carry out its duties, powers, and functions.
- 1.2 ORC § 5501.11(A)(4) states the department of transportation with respect to highways shall cooperate with the counties, municipal corporations, townships, and other subdivisions of the state in the establishment, construction, reconstruction, maintenance, repair, and improvement of the public roads and bridges.
- 1.3 The CITY will reconstruct South Industrial Parkway from Center Road approximately 1,100'. Continuing south about 3,000' to W. 130th Street the City will replace sagging concrete slabs, joint and catch basin repairs and replacement of designated curb inlets and drive aprons as needed. (hereinafter referred to as the PROJECT).
- 1.4 The purpose of this Agreement is to set forth the responsibilities of the parties associated with the Jobs & Commerce Economic Development Program ("JCED") funding (SAC 4)C7) that is being made available for the PROJECT by ODOT.
- 1.5 The CITY shall comply with all applicable Federal and State laws, regulations, and applicable executive orders in regards to the PROJECT. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2. FUNDING AND PAYMENT

- 2.1 The total cost for the PROJECT is estimated to be ~~\$808,740~~ as set forth below. Funds provided through ODOT shall be applied only to the eligible costs associated with the actual construction of the PROJECT improvements and construction engineering/inspection activities.

ODOT JCED Funds – SAC 4)C7	\$200,000
Locals	\$608,740
TOTAL	\$808,740

- 2.2 Funds provided by ODOT shall not exceed \$200,000 or 25 percent of the total project cost, whichever is the lesser amount. The CITY shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and CITY claims.
- 2.3 All funding from ODOT under this Agreement operates on a reimbursement basis. The CITY shall review and approve all invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.
- 2.4 The CITY shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The CITY must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted. The CITY may submit a maximum of two requests for reimbursement. The deadline for the final reimbursement request is December 31, 2020. The CITY may ask for an extension of this agreement before November 1, 2020 if adequate funds have been appropriated.
- 2.5 Reimbursement to the CITY shall be submitted to:

City of Brunswick
Todd Fischer, Director of Finance
4095 Center Road
Brunswick, OH 44212
330-558-6810

3. PROJECT DEVELOPMENT AND DESIGN

- 3.1 The CITY is administering this PROJECT and is responsible for all aspects of the project, including but not limited to: environmental responsibilities, permit requirements, right of way or utility reimbursement, and construction contract administration.
- 3.2 Any right, claim, interest, and/or right of action, whether contingent or vested, of the CITY, arising out of or related to any contract entered into by the CITY for the work to be performed by the CITY on this PROJECT is the responsibility of the CITY. ODOT expressly rejects any liability for the PROJECT and any claims arising from the PROJECT.

4. CERTIFICATION AND RECAPTURE OF FUNDS

- 4.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 4.2 If for any reason the PROJECT is found to not be in compliance with all applicable local, state, or federal rules and processes the CITY shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.

5. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 5.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.
- 5.2 The CITY hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the CITY's obligations made or agreed to herein.

6. NOTICE

- 6.1 Notice under this Agreement shall be directed as follows:

If to the CITY:

Carl DeForest
City Manager
4095 Center Road
Brunswick, OH 44212
330-558-6826
cdeforest@brunswick.oh.us

If to ODOT:

Jeffrey V. Loehrke
Office of Jobs & Commerce
Ohio Department of Transportation
1980 W. Broad Street
Columbus, OH 43223
614-915-2631
jeffrey.loehrke@dot.ohio.gov

7. FEDERAL REQUIREMENTS

During the performance of this Agreement, the CITY, for itself, its assignees, and successors in interest agrees as follows:

- 7.1 The CITY will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
- 7.2 The CITY agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The CITY will, in all solicitations or advertisements for employees placed by or on behalf of the CITY, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future).
- 7.3 Compliance with Regulations: The CITY (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

- 7.4 **Nondiscrimination:** The CITY, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of the CITY, including procurements of materials and leases of equipment. The CITY will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 7.5 **Solicitations for the CITY, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the CITY of the CITY's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency.
- 7.6 **Information and Reports:** The CITY will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the ODOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the CITY will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 7.7 **Sanctions for Noncompliance:** In the event of the CITY's noncompliance with the nondiscrimination provisions of this Agreement, ODOT will impose such sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- a) Withholding of payments to the CITY under the Agreement until the CITY complies, and/or
 - b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- 7.8 **Incorporation of Provisions:** The CITY will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The CITY will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CITY becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, the CITY may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the CITY may request the United States to enter into the litigation to protect the interests of the United States.
- 7.9 **During the performance of this Agreement, the CITY, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:**

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)

- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and CITY (or other)s, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335) (prohibits discrimination on the basis of present, past or future military service)

8. GENERAL PROVISIONS

- 8.1 *Record Retention:* The CITY when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the CITY's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute.
- 8.2 *Ohio Ethics Laws:* The CITY agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- 8.3 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be

deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the CITY hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Medina County, Ohio.

- 8.4 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 8.5 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 8.6 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 8.7 *Term of Agreement:* This Agreement shall be in effect from the last day executed by the parties through the date which is three (3) years after the Project Completion Date. The CITY acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by the CITY and monitoring by Grantor of the results of the award of Grant Funds.
- 8.8 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

CITY OF BRUNSWICK
OR AUTHORIZED REPRESENTATIVE

By:



Title: Carl S. DeForest, City Manager

Date:

8/29/19

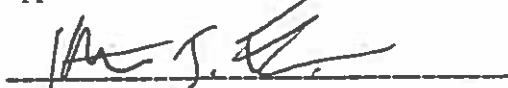
STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION

By:

Jack Marchbanks, Ph.D.
Director

Date:

Approved as to form:


Kenneth J. Fisher, Law Director

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 58-19

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

AN EMERGENCY RESOLUTION RATIFYING THE ACTIONS OF THE CITY MANAGER IN EXECUTING AN ECONOMIC DEVELOPMENT AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION ALLOWING THE CITY OF BRUNSWICK TO RECEIVE GRANT FUNDS IN AN AMOUNT UP TO \$200,000.00 FOR THE RECONSTRUCTION AND REPAIR OF SOUTH INDUSTRIAL PARKWAY AND WESTWAY DRIVE.

WHEREAS: The City applied for a grant (the "Grant") with the Ohio Department of Transportation, Office of Jobs & Commerce, for the reconstruction and repair of South Industrial Parkway and Westway Drive (the "Project").

WHEREAS: The City received notification of award of the Grant and was advised that the Economic Development Agreement was required to be accepted as soon as possible; and

WHEREAS: The Economic Development Agreement was executed by the City Manager on August 29, 2019, upon review and approval by the Law Department, in order for the Project and award of the Grant to be authorized as required by ODOT.

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

SECTION 1: That the actions of the City Manager in executing the Economic Development Agreement, as reviewed and approved by the Law Department, are hereby ratified.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary to ratify the actions of the City Manager. 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 _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

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

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 9/9/2019

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. 59-19** - An emergency resolution ratifying the actions of the City Manager in executing an agreement with the Medina County Transportation Improvement District allowing the City of Brunswick to receive grant funds in an amount up to \$200,000.00 for the reconstruction and repair of South Industrial Parkway and Westway Drive. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

BACKGROUND: The City has applied for a grant with the TID for the reconstruction and repair of South Industrial Parkway and Westway Drive. The TID received notice that the Ohio Department of Transportation will award up to \$200,000 to the TID for this project. The City received notification of the grant and the agreement with TID that needed to be signed as soon as possible. The TID is in the process of entering into agreement with ODOT to receive the funds that will be passed through to the City of Brunswick. The grant agreement with the TID was signed on August 29, 2019 in order for the project to be authorized to advance as required by the TID. The agreement does not obligate any City funds. The agreement will obligate the TID to pass the funds they receive from ODOT to the City of Brunswick up to 25% of the project not to exceed \$200,000.

PURPOSE AND EXPLANATION: The action of the City Manager in signing the agreement will allow the City to receive \$200,000 from the TID for the reconstruction and repair of South Industrial Parkway and Westway Drive.

IMPLEMENTATION SCHEDULE:

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Max \$200,000 revenue from this State grant. Grant expires on December 31, 2020.

Total cost of the project (including construction, engineering, and inspections + contingencies) is estimated by the engineer (dated May 22, 2019) at a total cost of \$1,053,239. Eligible costs will be reimbursed by this grant at 25% not to exceed \$200,000 in reimbursement for this grant. The City will also receive an additional \$200,000 grant that will also reimburse eligible costs at a 25% rate not to exceed \$200,000. Any costs not covered by these two different State grants will be paid for through City funds from the Road Improvement Fund #333.

**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:**

**TRANSPORTATION IMPROVEMENT DISTRICT AGREEMENT
BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION AND
MEDINA COUNTY TRANSPORTATION IMPROVEMENT DISTRICT**

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, (hereinafter referred to as ODOT), 1980 West Broad Street, Columbus, Ohio 43223 and the Medina County Transportation Improvement District 791 W. Smith Rd, Medina, OH 44256 (hereinafter referred to as the TID).

1. PURPOSE

- 1.1 Section 5501.03(A)(3) of the Ohio Revised Code (ORC) provides that ODOT may coordinate its activities with those of other appropriate state departments, public agencies, and authorities, and enter into any contracts with such departments, agencies, and authorities as may be necessary to carry out its duties, powers, and functions.
- 1.2 ORC Section 5501.11(A)(4) states the ODOT with respect to highways shall cooperate with the counties, municipal corporations, townships, and other subdivisions of the state in the establishment, construction, reconstruction, maintenance, repair, and improvement of the public roads and bridges.
- 1.3 ORC Section 5540.03(A)(8) provides that the TID may enter into contracts and agreements necessary for the performance of its functions and the execution of its powers under Chapter 5540.
- 1.4 ORC Section 5540.03(A) (10) states that the TID may accept grants from a state agency for or in aid of the construction of any project.
- 1.5 Pursuant to the authority provided in ORC Section 5540.03(A)(4), the TID will construct the Industrial Pkwy South Phase 1 project as described in the TID's SFY20 ODOT Funding Application (herein referred to as the PROJECT).
- 1.6 ORC Section 5735.05 provides that the State Motor Fuel Tax revenues are to be used for maintaining the state highway system.
- 1.7 ORC Section 5531.08(B) provides that the Director of Transportation may decide to pay that portion of the construction cost of a highway project which a county, township, or municipal corporation normally would be required to pay in order to enable the counties of the state to plan, maintain, and repair their roads or to enable the municipal corporations to plan, construct, reconstruct, repave, widen, maintain, repair, clear, and clean public highways, roads, and streets.
- 1.8 The purpose of this Agreement is to set forth the responsibilities of the parties associated with the Jobs & Commerce Transportation Improvement District ("JCTID") program funding (SAC 4TM7) that is being made available for the PROJECT by ODOT.

1.9 The TID shall comply with all applicable Federal and State laws, regulations, and applicable executive orders in-regards to the PROJECT. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.

2. FUNDING AND PAYMENT

2.1 The total cost for the PROJECT is estimated to be **\$1,053,239** Sub. H.B. No. 62, Section 203.40 states that funds may be used for preliminary engineering, detailed design, right of way acquisition, and construction of the specific project. Funds provided through ODOT shall be applied only to the eligible costs awarded, which is the **construction** of the PROJECT, as required for the actual construction of the PROJECT.

2.2 Funds provided by ODOT under this Agreement shall not exceed **\$200,000**. The TID, in conjunction with its funding partners, and to the extent permitted under Sub. H.B. No. 62, Section 203.40, shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and TID claims.

2.3 Sub. H.B. No. 62, Section 203.40 (C) states that any ODOT funding provided to a TID shall not be used for the purposes of administrative cost or administrative staffing and must be used to fund a specific project or projects as defined in Section 1.5.

2.4 Sub. H.B. No. 62, Section 203.40(C) states that the total amount of a specific project's cost shall not be fully funded by the amount of funds provided by ODOT and that the total amount of funding provided by ODOT for each project is limited to 25% of total project costs not to exceed \$250,000 per fiscal year. The funding provided by ODOT pursuant to this agreement as described in Section 2.1 is in full compliance with this limitation on expenditures associated with a specific project.

2.5 All funding from ODOT under this Agreement operates on a reimbursement basis. The TID shall review and approve all invoices for materials, equipment and labor prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT.

2.6 The TID shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The TID must submit to ODOT a written request for reimbursement of the state share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted. The TID may submit a maximum of two requests for reimbursement. The deadline for the final reimbursement request is December 31, 2020.

2.7 Reimbursement to the TID shall be submitted to:

Medina County TID
Andy Conrad P.E. P.S.
791 W. Smith Rd
Medina, OH 44256
330-723-9559

3. PROJECT DEVELOPMENT AND DESIGN

- 3.1 The TID is administering this PROJECT and is responsible for all aspects of the project, including but not limited to: environmental responsibilities, permit requirements, right of way or utility reimbursement, and construction contract administration.
- 3.2 Any right, claim, interest, and/or right of action, whether contingent or vested, of the TID, arising out of or related to any contract entered into by the TID for the work to be performed by the TID on this PROJECT is the responsibility of the TID. ODOT expressly rejects any liability for the PROJECT and any claims arising from the PROJECT.

4. CERTIFICATION AND RECAPTURE OF FUNDS

- 4.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 4.2 If for any reason the PROJECT is found to not be in compliance with all applicable local, state, or federal rules and processes the TID shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.

5. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 5.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.
- 5.2 The TID hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the TID's obligations made or agreed to herein.

6. NOTICE

6.1 Notice under this Agreement shall be directed as follows:

If to the TID:

Andy Conrad County Engineer
Medina County TID
791 W. Smith Rd
Medina, OH 44256
330-723-9559
aconrad@medinaco.org

If to ODOT:

Edward King
Division of Jobs & Commerce - ODOT
1980 W. Broad St. (CO – Mail Stop 3290)
Columbus, OH 43223
614-387-5208
Edward.king@dot.ohio.gov

7. FEDERAL REQUIREMENTS

If applicable, then during the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “TID”) agrees as follows:

- 7.1 The TID will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
- 7.2 The TID agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The TID will, in all solicitations or advertisements for employees placed by or on behalf of TID, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, or future).
- 7.3 Compliance with Regulations: The TID (hereinafter includes consultants) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 7.4 Nondiscrimination: The TID, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The TID will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

- 7.5 Solicitations for the TID, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the TID for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by the TID of the TID's obligations under this Agreement and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex, age (40 years or older), disability, low-income status, or limited English proficiency.
- 7.6 Information and Reports: The TID will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the ODOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a TID is in the exclusive possession of another who fails or refuses to furnish this information, the TID will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- 7.7 Sanctions for Noncompliance: In the event of the TID's noncompliance with the nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
- a) Withholding of payments to the TID under the Agreement until the TID complies, and/or
 - b) Cancellation, termination or suspension of the Agreement, in whole or in part.
- 7.8 Incorporation of Provisions: The TID will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The TID will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the TID becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the TID may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the TID may request the United States to enter into the litigation to protect the interests of the United States.

If applicable, then during the performance of this Agreement, the TID, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination on the basis of sex)

- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and TIDs, whether such programs or activities are Federally funded or not)
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
- The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
- Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women))
- Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 et seq.) (prohibits discrimination on the basis of sex in education programs or activities)
- Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA 38 U.S.C. 4301-4335) (prohibits discrimination on the basis of present, past or future military service)

8. GENERAL PROVISIONS

- 8.1 *Record Retention:* The TID when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the TID obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute.
- 8.2 *Ohio Ethics Laws:* The TID agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.
- 8.3 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the TID hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 8.4 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 8.5 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. Unless otherwise noted herein, this Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 8.6 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 8.7 *Term of Agreement:* This Agreement shall be in effect from the last day executed by the parties through the date which is three (3) years after the PROJECT completion date. The TID acknowledges that the Term extends beyond the Agreement completion date for purposes of reporting by the TID and monitoring by Grantor of the results of the award of Grant Funds.
- 8.8 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

8.9 *Electronic or Scanned Signatures:* Any party to this Agreement may deliver a copy of its counterpart signature page to this agreement via fax, email or other electronic delivery method. Each party shall be entitled to rely upon such signature as if the signature was an original.

This agreement shall be considered duly executed as of the day and year last written below.

**MEDINA COUNTY TID
OR AUTHORIZED REPRESENTATIVE**

By: _____

Title: _____

Date: _____

**STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION**

By: _____

Jack Marchbanks, PhD
Director

Date: _____

AGREEMENT BETWEEN
THE MEDINA COUNTY TRANSPORTATION IMPROVEMENT DISTRICT
AND THE CITY OF BRUNSWICK
MEDINA COUNTY, OHIO

Background:

The City of Brunswick made application through the Medina County Transportation Improvement District (hereinafter "TID") for a grant from the Ohio Department of Transportation, Jobs and Commerce Division. This grant application is for the Industrial Parkway South Phase 1 reconstruction project. The application was successful and the project was awarded \$200,000.00.

ODOT requires the TID to sign an agreement with them that outlines the requirements of the grant.

Purpose:

An agreement between City of Brunswick and the TID is required to ensure the fulfillment of the requirements as set forth in the Agreement between the TID and ODOT.

TID Duties and Responsibilities:

- 1) The TID will submit the proper paperwork to ODOT to finalize the grant acceptance.
- 2) The TID shall accept the grant from ODOT on behalf of the City of Brunswick.
- 3) The TID shall work with the County Engineer to ensure the accuracy of invoices that are to be reimbursed and submit the required paperwork to ODOT.
- 4) The TID will reimburse the City of Brunswick the allowable grant amount upon receipt of monies from ODOT.

City of Brunswick Duties and Responsibilities:

- 1) The City of Brunswick acknowledges that they have been provided a copy of the agreement between the TID and ODOT.
- 2) The City of Brunswick acknowledges that the role of the TID is to facilitate the procurement and disbursement of the ODOT grant money to the City of Brunswick and that the TID's responsibilities are limited to the list above.
- 3) The City of Brunswick acknowledges that as the contracting authority for the project, they are responsible for complying with and fulfilling the terms of the TID/ODOT agreement.
- 4) The City of Brunswick is administering this project and is responsible for all aspects of the project, including but not limited to: environmental responsibilities, permit requirements, utility reimbursement, and construction contract administration.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties to this Agreement have signed this Agreement as of the dates indicated.

City of Brunswick



Carl DeForest, City Manager/Safety Director

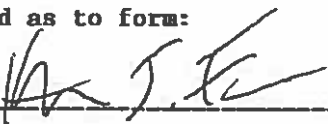
Date: 8/29/19

Medina Transportation Improvement District

Date: _____

Title: _____

Approved as to form:



Kenneth J. Fisher, Law Director

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 59-19

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

AN EMERGENCY RESOLUTION RATIFYING THE ACTIONS OF THE CITY MANAGER IN EXECUTING AN AGREEMENT WITH THE MEDINA COUNTY TRANSPORTATION IMPROVEMENT DISTRICT ALLOWING THE CITY OF BRUNSWICK TO RECEIVE GRANT FUNDS IN AN AMOUNT UP TO \$200,000.00 FOR THE RECONSTRUCTION AND REPAIR OF SOUTH INDUSTRIAL PARKWAY AND WESTWAY DRIVE.

WHEREAS: The City applied for a grant (the “Grant”) with the Medina County Transportation Improvement District (the “TID”) for the reconstruction and repair of South Industrial Parkway and Westway Drive (the “Project”).

WHEREAS: The City received notification of award of the Grant and was advised that the Agreement was required to be accepted as soon as possible; and

WHEREAS: The Agreement was executed by the City Manager on August 29, 2019, upon review and approval by the Law Department, in order for the Project and award of the Grant to be authorized as required by the TID.

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

SECTION 1: That the actions of the City Manager in executing the Agreement, as reviewed and approved by the Law Department, are hereby ratified.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary to ratify the actions of the City Manager. 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_____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

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