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

Administration Representatives

SEPTEMBER 23, 2019
7:30 PM
IN COUNCIL CHAMBERS

1. Prayer and Pledge of Allegiance

2. Roll Call of Members

3. Correspondence

4. Approval of Meeting Minutes

   (a) Regular Council Meeting Minutes dated September 9, 2019.

5. Mayor's Report:

   (a) Motion to approve the 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;

   (b) Motion to approve the 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;

   (c) Motion to approve Mayor's recommendation to appoint Kevin Koeliker to the Building Board of Appeals to fulfill an unexpired term expiring November 28, 2019;

   (d) Mayor's Update

6. Clerk of Council's Report

7. Council Committee Reports:

   Economic Development Committee.....Mr. Hanek

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

   Services, Utilities, Technology & Cable Committee Meeting Minutes dated September 9, 2019

   Finance Committee.....Mrs. Hanek

Safety & Environment Committee.....Mr. Ousley
Safety & Environment Committee Meeting Minutes dated September 9, 2019
Planning & Zoning Committee.....Mr. Delsanter
Planning & Zoning Committee Meeting Minutes dated September 9, 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 September 9, 2019

9. Petitions from the Public on Legislation

10. Reading of Legislation and Action on Legislation:

a. 3rd Reading(s)

b. 2nd 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. - **2nd Reading** (Safety & Environment Committee, *Administration/Matt Jones*)

RES. NO. 56-19 - A resolution granting a non-exclusive permanent access and utility easement to Sanctus, LLC. - **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

RES. NO. 57-19 - A resolution accepting a non-exclusive permanent access and utility easement from Sanctus. - **2nd Reading** (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. - **2nd Reading** (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. - **2nd Reading** (Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

c. 1st Reading(s)

ORD. NO. 60-19 - An ordinance rezoning PPN 003-18B-40-118 From The I-L Light Industrial District to the C-H Highway Interchange Commercial District. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

ORD. NO. 61-19 - An emergency ordinance establishing Chapter 1054 of the Codified Ordinances of the City of Brunswick titled "Use of Public Ways for Small Cell Facilities and Wireless Support Structures". **1st reading** (To be brought from Planning & Zoning Committee, *Administration/Ken Fisher*)

ORD. NO. 62-19 - An emergency ordinance establishing Chapter 1056 of the Codified Ordinances of the City of Brunswick titled "Small Cell Facility Design Guidelines". - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Ken Fisher*)

RES. NO. 63-19 - An emergency resolution amending Resolution No. 21-17 by increasing the 2019 contract price for the provision of grass/weed mowing, debris clean-up services and branch trimming for 2019. - **1st Reading** (To be brought from Building & Building Code Committee, *Administration/Ryan Lutz*)

ORD. NO. 64-19 - An emergency ordinance to advance funds. **- 1st Reading** (To be brought from Finance Committee, *Administration/Todd Fischer*)

ORD. NO. 65-19 - An emergency ordinance amending Ordinances #89-18, #20-19 and #44-19 to include amendments to the appropriations budget for the year ending December 31, 2019 as incorporated in Exhibit "A" attached hereto. **- 1st Reading** (To be brought from the Finance Committee, *Administration/Todd Fischer*)

RES. NO. 66-19 - An emergency resolution amending Resolution NO. 16-19 to update the project cost and obligate local match funds relative to a Clean Ohio Funds Grant application to the Ohio Department of Natural Resources for the Plum Creek Greenway Phase 1 Project. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Carl DeForest*)

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, SEPTEMBER 9, 2019

Prayer and Pledge of Allegiance: The regular meeting of Brunswick City Council was called to order by Mayor Ron Falconi at 7:30 p.m. at the Municipal Complex.

Roll Call of Members showed the following Council Members present: Nicholas Hanek, Andrea Rodriguez, Michael Abella Jr., Joseph Delsanter, and Brian Ousley.

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

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

Correspondence: There was none.

Approval of Minutes:

Michael Abella Jr. moved to approve the Regular Council Meeting minutes dated July 22, 2019, and Special Council Meeting minutes dated July 29, 2019, as written, seconded by Joseph Delsanter. Roll Call - Ayes - 5, Michael Abella Jr., Brian Ousley, Nicholas Hanek, Andrea Rodriguez, Joseph Delsanter. Nays - 0. Motion Carried.

Mayor's Report:

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.

Proclamation for Prostate Cancer Awareness Month - Stephanie Mueller:

Mayor Ron Falconi presented a proclamation to Stephanie Mueller to proclaim the month of September as Prostate Cancer Awareness Month.

Ms. Mueller expressed her appreciation for the recognition and expressed the importance of education regarding prostate cancer, and early detection strategies are critical to saving lives, preserving, and protecting our families.

Proclamation for proclaiming September 16th American Legion Centennial Day:

Mayor Ron Falconi presented a proclamation to American Legion Post 234 to proclaim September 19, 2019, as "American Legion Centennial Day."

Commander Bob Provost expressed his appreciation for the proclamation in honor of the 100th anniversary of the American Legion. He thanked everyone for always honoring the dignity and respect to all of the veterans in Brunswick.

Recognition of the Brunswick Summer Celebration Queen & Court - Kaiya Bundy, Madelynn Serwatka,

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Lacey Wolfe, Elizabeth Goodell, Emily Linville, and Ella Kaetzel:

Mayor Ron Falconi presented recognition certificates to the Brunswick Summer Celebration Queen and Court. Each member of the court introduced themselves and thanked everyone for the recognition.

Tina Galloway, Brunswick Summer Celebration Queens Director, remarked that she travels around the state with the girls to represent the City of Brunswick in the Ohio Festival Events Association (OFEA). Ms. Galloway expressed her appreciation for everyone's support. She remarked that the Brunswick Summer Celebration is celebrating their 40th anniversary on June 10, 2020, to June 14, 2020. The theme for 2020 is, "Getting Back to Their Old Fashioned Roots." The Brunswick Summer Celebration Committee members do not receive compensation, and all work is voluntary. The Brunswick Summer Celebration Committee is looking for more volunteers.

Some of the committee members introduced themselves and expressed their passion for being on the Brunswick Summer Celebration Committee. The committee members urged people to let them know if they have any ideas or concerns for the committee. The blue barn next to Brunswick High School is their storage location. The meetings are at the Comfort Inn or at the blue barn. They meet every fourth Wednesday every month.

Ms. Galloway remarked that the girls learned more about themselves by being in the Brunswick Summer Celebration Court program. There is a facebook page for the Brunswick Celebration Court called, "Brunswick Summer Celebration Royalty", for people to follow their travels.

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.

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.

Mayor's recommendation to appoint Kevin Koeliker to the Building Board of Appeals to fulfill an unexpired term expiring November 28, 2019.

Clerk of Council's Report:

The Clerk of Council remarked that the City Council and the residents of Brunswick are invited to the Pet Blessing on Sunday, October 6, 2019, from 1:00 PM to 4:00 PM, at St. Patrick's Church on 146 Marks Road, Brunswick. This annual event is open to all pets. They are asking for donations for the pets, but it is not required to attend. They are raffling off baskets at the event, and all proceeds go to the No-Kill Shelters. The Clerk added that Elaine Kody, who is helping with the event, is turning 97 years old soon.

Council Committee Reports:

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

Nicholas Hanek moved to approve the Economic Development Committee formal report dated June 16, 2019, as written, seconded by Brian Ousley. Roll Call - Ayes - 5, Nicholas Hanek, Andrea Rodriguez, Joseph Delsanter, Brian Ousley, Michael Abella Jr. Nays - 0. Motion Carried.

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

Andrea Rodriguez moved to approve the Services, Utilities, Technology & Cable Committee formal report dated July 8, 2019, and July 22, 2019, as written, seconded by Nicholas Hanek. Roll Call - Ayes - 5, Nicholas Hanek, Nicholas Hanek, Andrea Rodriguez, Joseph Delsanter, Michael Abella Jr., Brian Ousley. Nays - 0. Motion Carried.

Finance Committee.....Mrs. Hanek:

Mr. Ousley had no formal reports this evening.

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

Mr. Ousley had no formal reports this evening.

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

Joseph Delsanter moved to approve the Planning and Zoning Committee formal report dated July 8, 2019, as written, seconded by Nicholas Hanek. Roll Call - Ayes - 5, Andrea Rodriguez, Brian Ousley, Nicholas Hanek, Joseph Delsanter, Michael Abella Jr. Nays - 0. Motion Carried.

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

Mr. Abella had no formal reports this evening.

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

Mr. Delsanter had no formal reports this evening.

Other Boards and Commissions:

Michael Abella Jr. moved to approve the Committee-of-the-Whole minutes dated July 8, 2019, and July 22, 2019, as written, seconded by Nicholas Hanek. Roll Call - Ayes - 5, Nicholas Hanek, Brian Ousley, Michael Abella Jr., Andrea Rodriguez, Joseph Delsanter. Nays - 0. Motion Carried.

Petitions from the Public on Legislation: There was none.

Reading of Legislation and Action on Legislation:

3rd Reading(s) There was none.

2nd Reading(s) There was none.

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. 55-19 - Mr. Ousley moved this resolution to second reading.

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*):

RE. NO. 56-19 - Mr. Ousley moved this resolution to second reading.

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. 57-19 - Mr. Delsanter moved this resolution to second reading.

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. 58-19 - Mrs. Rodriguez moved this resolution to second reading.

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*):

RES. NO. 59-19 - Mrs. Rodriguez moved this resolution to second reading.

City Manager's Report:

City Manager Carl DeForest

- Mentioned that the Safety Levy that is on the ballot for November 5, 2019 Election. Mr. DeForest remarked that the City Council voted to put the levy on the ballot in the November 5, 2019, General Election. He noted that the city currently has a 5-year term for the 2% tax rate. This is not a new tax or an increase in tax. The current rate expires on December 31, 2022. He explained that the Division of Police and the Division of Fire are understaffed. The City's administration is available to answer any questions. He encouraged everyone to vote.
- Added that branch chipping starts on September 16, 2019, and ends on September 20, 2019. The branches should be no more than 6 inches in diameter and 3ft in length, and the cut edge should be towards the road.
- Thanked American Legion Post 234 for coming to the meeting. He recommended the residents to attend the Veteran's Day Ceremony on November 11, 2019, at 11:00 a.m., at City Hall. The American Legion Post and Veterans of Foreign Wars (VFW) are sponsoring Veteran's Day.
- Thanked the members of the community for making donations throughout the summer months to the Brunswick Food Pantry. He encouraged everyone to continue donating.

Administrative Departments:

Police Chief Brian Ohlin

- Mentioned that the Division of Police school resource officers are working side by side with the

school's administration, students, and teachers throughout the district. Officer Charles Weber is assigned to the Brunswick High School as the school's resource officer. Officer Weber also assists at Willets Middle School. Officer John Witthuhn is the resource officer for the elementary schools, Visintainer Middle School, and Edwards Middle School. The officers work to protect the students, work with the teachers, and teach about alcohol/drug education.

- Added that October is Crime Prevention Awareness Month. The Division of Police is hosting an open house on October 10, 2019, at the police station. Residents will get a chance to tour the police station, learn about the 911 dispatch center, and interact with the squad team, K-9 unit, and the bomb technician team, and various other aspects of the operation.
- Noted that the Division of Police is doing an Active Threat Run, Hide, and Fight Training for city employees on October 1, 2019.
- Added that the Crime Prevention Association is going to have Houses of Worship Security Training. Grace Baptist of Worship is hosting this training. The Ohio Crime Prevention is expected to teach members of various churches throughout the community on how to stay safe. Information is available on the Ohio Crime Prevention website, and to register for the training.

Fire Chief Josh Erskine

- Noted that the Division of Fire responded to 2,311calls for service. This is a significant number because it is a 4% increase from the year 2018. The division has inspected about 200 businesses in Brunswick.
- Added that the division is continuing their fire hydrant painting program. About 120 hydrants were painted red as of September 9, 2019.
- Added that the fire hydrant flushing program is expected to end soon. Chief Erskine advised residents to run their water in the lowest part of the house when they see the workers in the area to avoid getting any brown water.
- Concluded that the Division of Fire is hosting an open house on October 10, 2019. The division will have ice cream at their open house. National Fire Prevention Week is from October 6, 2019, to October 12, 2019.

Economic Development Manager Grant Aungst

- Noted that the rumors about K-Mart closing have not come from K-Mart headquarters or the landlord of the plaza. Mr. Aungst expressed that it wouldn't come to a surprise if the department store closes down soon. When K-Mart closes, it does not necessarily mean that the building is available. K-Mart might have a lease on that property that they have to honor. Mr. Aungst asked everyone to be patient with this process.
- Expressed that the city is a popular location because a lot of people want to live in Brunswick. Mr. Aungst advised the residents to not believe the rumors they hear about new businesses coming to the City of Brunswick.
- Concluded that on October 4, 2019, is Made in Medina County Expo Day and it is National Manufacturing Day. John Ratzenberger is the keynote speaker for the Made in Medina County Expo Day at the Medina County Fair Grounds. The event is expecting over 500 students throughout the county. The goal is to talk about manufacturing and support services. There is a fee for the keynote speaker, but the Expo is free between 11:00 AM and 2:00 PM. Mr. Aungst is available to answer any questions, or more information is available on the website - Madeinmedinacounty.com.

Open Forum:

Brunswick Lake Park Dinosaur Trail and Medina County Park District

Nathan Eppink, Director of Medina County Park District, expressed his excitement for the great things that are coming to the Brunswick Lake Park. Mr. Eppink used a poster board to illustrate the changes to the Brunswick Lake Park. He reminded everyone that the Medina County Park District signed a management agreement for the Brunswick Lake Park with the City in the year 2018. After the agreement was signed, a Brunswick Lake Ad Hoc Committee was created with Brunswick residents to make recommendations to the park district. Mr. Eppink attended one of the meetings, and he was very encouraged in what he had heard. The key areas people talked about was access to water, improved recreation, addressing the needs for parking, and restrooms..

Starting in the year 2020 is when most residents would start to see things happen at the east side of Brunswick Lake Park. Mr. Eppink remarked that they plan to put a kayak launch, build a restroom building, and on-street parking. In the year 2021, they plan to put a fishing deck at the park, fishing pier and another kayak/canoe launch with ADA compliant. He remarked that the Cleveland Clinic near the park verbally agreed to identify the 14 spaces closes to the park that faces the lake as the Brunswick Lake Park spots. He noted that he has had many conversations with Mr. DeForest and Councilman Nicholas Hanek about a connector to the Plum Creek Park to bring more visitors from the 2-mile multi-purpose trail. Mr. Eppink reiterated that the Brunswick Community should expect to see some progress beginning in the year 2020.

Medina County Board of Development Disabilities Levy

Stacey Maleckar, Superintendent of Medina County Board of Disabilities, remarked that the Medina County Board of Developmental Disabilities has a renewal request for operating levy on the November 5, 2019 ballot. The organization is responsible for connecting, coordinating, and funding services for people with developmental disabilities. They help with everything from early intervention to inclusive community living for adults. The operating levy is a renewal, not a tax increase. If the levy is approved, it would help the organization continue providing a variety of services for people in Medina County. Ms. Maleckar continued to explain the purpose of the operating levy. All services are free because the levy pays for the services. If the levy does not pass, they would have to look at reducing services.

{Clerk notes: The Medina County Board of Developmental Disabilities Levy Renewal Flyer is attached to minutes.}

Resident's Concerns and Appreciation

Robert McCafferty at 3576 Monterey Circle thanked the Brunswick Park and Recreation Director, John Piepsny, and the Brunswick Youth Soccer League for helping three children get soccer apparel to play for the soccer season. Mr. McCafferty remarked that the crime rate is decreasing, the school systems are increasing, and the housing market is increasing. He noted that he was surprised that the Medina County Park District is dealing with the east side of the Brunswick Lake Park. He requested a NO EXIT sign at Monterey Circle. He expressed that the City Council and City's administration is doing things right.

Unfinished Business: There was none.

New Business:

Councilman Nicholas Hanek announced that he is holding a Ward 2 meeting on Wednesday, September 25, 2019, in Council Chambers, at 6:30 P.M. This is the 7th ward meeting he has held in the last four years. The meeting is to talk about the upcoming levy and some of the improvements of Brunswick Lake

Park. The meeting is open to everyone.

Adjournment:

Michael Abella Jr. moved to adjourn, seconded by Brian Ousley. Roll Call - Ayes - 5, Nicholas Hanek, Andrea Rodriguez, Joseph Delsanter, Brian Ousley, Michael Abella Jr. Nays - 0. Motion Carried.
There being no further business, the meeting adjourned at 8:21 p.m.

Respectfully submitted,

Fijabi Julien-Gallam, CMC
Clerk of Council

_____
Mayor Ron Falconi

_____
Adopted

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SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

September 9, 2019

IN ATTENDANCE: Chairwoman Andrea Rodriguez, Committee Member Nicholas Hanek, Joseph Delsanter, Michael Abella Jr., Brian Ousley, City Manager/Safety Director Carl DeForest, Finance Director Todd Fischer, Engineer Matt Jones, Community & Economic Development Director Grant Aungst, Law Director Kenneth Fisher, Council Clerk Fijabi Julien-Gallam, Sam Boyer, News Media.

The meeting convened at 6:30 p.m.

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

DISCUSSION ITEMS:

Mr. Deforest provided an update on the City's trash service. The number of concerns and complaints has declined. Initially the City was receiving up to 180 phone calls per day. That number has dropped to four or five calls per day. Some residents traded their 96 gallon can for the 64 gallon can and have requested to trade them back. Mr. Deforest encouraged the committee to direct any additional concerns to him directly. There have been some calls from residents stating that their trash has been picked up much later than before. Mr. Deforest stated that Republic Services has until 7 p.m. to collect trash. Issues have been handled and things are heading in right direction. Mr. Deforest reported that things have improved.

Mr. Ousley raised question about the starting time for pickups. Mr. Deforest stated that pickups start at 7 a.m. Mr. Ousley commented that he observed trash being picked up earlier than 7 a.m. Mr. Ousley shared that he spoke with the Service Director on Thursday, September 5th, regarding a concern of a resident that lives on Boston Road. The resident was having communication problems with Republic Services since the end of July. The resident was asking for her cans to be switched out. Mr. Ousley stated that Mr. Barnett spoke with the resident and assured her that it would be taken care of. Mr. Ousley received a call from the resident this evening on September 9th that the cans had not been switched as promised. Mr. Ousley encouraged the resident to leave her cans out until 7 p.m. He planned to follow up with her after the meeting. Her contact information was requested by Mr. Deforest.

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*).

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Mr. Jones explained that both resolutions would entail the same project; the South Industrial Westway Drive improvements which involve two separate grants. The grant for Resolution 58-19 is from Ohio Department of Transportation (ODOT). The City Manager signed an agreement to move forward with the grant to stay within the terms. The grant for Resolution 59-19 is from the Medina County Transportation Improvement district. The reconstruction would cover the worst part of South Industrial from Route 303 to Medina Supply. The remaining areas would involve joint, slab and catch basin repairs. The project would occur next year.

Mr. Hanek moved Resolution 58-19 and Resolution 59-19 to tonight's Council Agenda of September 9, 2019, as an emergency with suspension of the rules for two readings. Vote – 2 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Deforest discussed the water main break that occurred this afternoon on Route 303 by Jefferson Avenue. Cleveland Water was contacted. The road would most likely need to be torn up and patched. Mr. Deforest commented that the worst area is from Pearl Road past Neura Park. There would be a possible need for a detour in which ODOT would be contacted. The City would know more after Cleveland Water has determined the damage.

ADJOURNMENT:

Being no further business, Mr. Hanek moved to adjourn at 6:42 p.m. Vote – 2 Ayes, 0 Nays.

Respectfully submitted,

Andrea L. Rodrigez

Andrea Rodriguez
Chairwoman

DRAFT

SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

September 9, 2019

IN ATTENDANCE: Chairwoman Andrea Rodriguez, Committee Member Nicholas Hanek, Joseph Delsanter, Michael Abella Jr., Brian Ousley, City Manager/Safety Director Carl DeForest, Finance Director Todd Fischer, Engineer Matt Jones, Community & Economic Development Director Grant Aungst, Law Director Kenneth Fisher, Council Clerk Fijabi Julien-Gallam, Sam Boyer, News Media.

The meeting convened at 6:30 p.m.

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

DISCUSSION ITEMS:

Mr. Deforest provided an update on the City's trash service. The number of concerns and complaints has declined. Initially the City was receiving up to 180 phone calls per day. That number has dropped to four or five calls per day. Some residents traded their 96 gallon can for the 64 gallon can and have requested to trade them back. Mr. Deforest encouraged the committee to direct any additional concerns to him directly. There have been some calls from residents stating that their trash has been picked up much later than before. Mr. Deforest stated that Republic Services has until 7 p.m. to collect trash. Issues have been handled and things are heading in right direction. Mr. Deforest reported that things have improved.

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DRAFT

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Mr. Hanek moved Resolution 58-19 and Resolution 59-19 to tonight's Council Agenda of September 9, 2019, as an emergency with suspension of the rules for two readings. Vote – 2 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Deforest discussed the water main break that occurred this afternoon on Route 303 by Jefferson Avenue. Cleveland Water was contacted. The road would most likely need to be torn up and patched. Mr. Deforest commented that the worst area is from Pearl Road past Neura Park. There would be a possible need for a detour in which ODOT would be contacted. The City would know more after Cleveland Water has determined the damage.

ADJOURNMENT:

Being no further business, Mr. Hanek moved to adjourn at 6:42 p.m. Vote – 2 Ayes, 0 Nays.

Respectfully submitted,

Andrea L. Rodrigez

Andrea Rodriguez
Chairwoman

DRAFT

SAFETY & ENVIRONMENT COMMITTEE MEETING

September 9, 2019

IN ATTENDANCE: Chairman Brian Ousley, Committee Member Michael Abella Jr., Committee Member Andrea Rodriguez, Nicholas Hanek, Joseph Delsanter, City Manager/Safety Director Carl DeForest, Engineer Matt Jones, Finance Director Todd Fischer, Community & Economic Development Director Grant Aungst, Law Director Kenneth Fisher, Council Clerk Fijabi Julien-Gallam, Sam Boyer, News Media.

The meeting convened at 6:42 p.m.

DISCUSSION ITEMS:

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 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)*

Mr. Jones reported that Ohio Department of Transportation (ODOT) conducted a speed zone study covering Congressional Avenue West to Marks Road, primarily the township. There are three houses on the North side of Route 303 West of Congressional in the City. ODOT needs the City's concurrence to lower the speed limit from 50 miles per hour to 45 miles per hour in that section. Additionally, the City has a speed zone of 35 miles per hour, East of Congressional. However, there is a journalized speed limit of 50 miles per hour remaining in ODOT's records for that area. The City is being asked to withdraw that as part of this legislation.

Mr. Abella moved this resolution to tonight's Council Agenda of September 9, 2019, for three readings. Vote – 3 Ayes, 0 Nays.

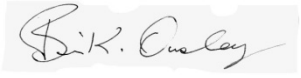
GENERAL DISCUSSION:

Mr. Ousley questioned the heavy traffic he has encountered from Route 303 to Marks Road. Mr. Hanek agreed that he has noticed traffic delays in the township pertaining to signals. Mr. Ousley emphasized his concern regarding the heavy traffic, especially the signal at Substation Road and Route 303. He also questioned the high number of calls that came out of Fire Station 1 over the weekend. He shared his concern of whether there were enough men at this Fire House to meet the demands.

ADJOURNMENT:

Being no further business, Mr. Abella moved to adjourn at 6:47 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,



DRAFT

Brian Ousley
Chairman

DRAFT

PLANNING AND ZONING COMMITTEE

September 9, 2019

IN ATTENDANCE: Chairman Joseph Delsanter, Committee Member Nicholas Hanek, Committee Member Andrea Rodriguez, Michael Abella Jr., Brian Ousley, City Manager/Safety Director Carl DeForest, Finance Director Todd Fischer, Law Director Kenneth Fisher, Community & Economic Development Director Grant Aungst, Engineer Matt Jones, Council Clerk Fijabi Julien-Gallam, Sam Boyer, News Media.

The meeting convened at 6:47 p.m.

DISCUSSION ITEMS:

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*)

Mr. Aungst summarized the resolutions deal with access to a property once owned by the City; behind the water towers that the development has been proposed. This would be a resolution for a non-exclusive permanent access and utility easement to the property owner Sanctus, LLC. The City is asking for three readings, thirty days, to grant an easement to Sanctus off of the City property from Pearl Road. The City would also receive an access between Alice Avenue and Ganyard Avenue on the far East side of the property for our Service Department and emergency snow removal.

Mr. Hanek moved Resolution 56-19 and Resolution 57-19 to tonight's Council Agenda of September 9, 2019, for three readings. Vote – 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

Being no further business, Mr. Hanek moved to adjourn at 6:49 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

Joseph Delsanter
Chairman

DRAFT

PLANNING AND ZONING COMMITTEE

September 9, 2019

IN ATTENDANCE: Chairman Joseph Delsanter, Committee Member Nicholas Hanek, Committee Member Andrea Rodriguez, Michael Abella Jr., Brian Ousley, City Manager/Safety Director Carl DeForest, Finance Director Todd Fischer, Law Director Kenneth Fisher, Community & Economic Development Director Grant Aungst, Engineer Matt Jones, Council Clerk Fijabi Julien-Gallam, Sam Boyer, News Media.

The meeting convened at 6:47 p.m.

DISCUSSION ITEMS:

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*)

Mr. Aungst summarized the resolutions deal with access to a property once owned by the City; behind the water towers that the development has been proposed. This would be a resolution for a non-exclusive permanent access and utility easement to the property owner Sanctus, LLC. The City is asking for three readings, thirty days, to grant an easement to Sanctus off of the City property from Pearl Road. The City would also receive an access between Alice Avenue and Ganyard Avenue on the far East side of the property for our Service Department and emergency snow removal.

Mr. Hanek moved Resolution 56-19 and Resolution 57-19 to tonight's Council Agenda of September 9, 2019, for three readings. Vote – 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

Being no further business, Mr. Hanek moved to adjourn at 6:49 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

Joseph Delsanter
Chairman

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COMMITTEE OF THE WHOLE MEETING

September 9, 2019

IN ATTENDANCE: Vice Mayor Michael Abella Jr., Nicholas Hanek, Andrea Rodriguez, Joseph Delsanter, Brian Ousley, City Manager/Safety Director Carl DeForest, Engineer Matt Jones, Finance Director Todd Fischer, Law Director Kenneth Fisher, Council Clerk Fijabi Julien-Gallam, Sam Boyer, News Media.

The meeting convened at 6:50 p.m.

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

MOTION ITEMS:

Motion to allow the Administration to go out to bid for office supplies:

Mr. Deforest summarized that the City's current contract for supplies would expire at the end of 2019. He is looking for a supply contract for 2020.

Mr. Delsanter moved to allow the Administration to go out to bid for office supplies. Vote – 5 Ayes, 0 Nays.

Motion authorizing the City Manager to advertise for public bids for the Service Garage Floor Drain Replacement Project:

Mr. Jones explained that the service garage contains a long trench drain that covers the length of the garage in its entirety. There is a sanitary line that runs next to the drain that needs replaced. Because of the location of the drain, it accumulates salt damage etc. and is on its last life. The project is one of complexity and would be administered by Mr. Jones' office in conjunction with the Service Department.

Mr. Hanek moved to authorize the City Manager to advertise for public bids for the Service Garage Floor Drain Replacement Project. Vote – 5 Ayes, 0 Nays.

Motion authorizing the City Manager to obtain "requests for proposals", to provide Cemetery Maintenance and Caretaker Services for Westview Cemetery and Bennett's Corner's Cemetery:

Mr. Jones clarified that the City is looking at a three year bid which is what has been done in the past, to provide cemetery maintenance and care taker services. Mr. Jones believed that this would also include landscaping and grass care at Bennetts Corners Cemetery. Mr. Abella questioned if the City could include something in the contract regarding when to cut the grass in the cemetery. Mr. Jones did not think that would be a problem and would follow up.

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Mr. Hanek moved to authorize the City Manager to obtain "requests for proposals", to provide Cemetery Maintenance and Caretaker Services for Westview Cemetery and Bennett's Corner's Cemetery. Vote – 5 Ayes, 0 Nays.

Motion authorizing the City Manager to advertise for bid Grass and Weed Mowing, Debris Clearing and Branch Trimming for 2020, 2021, and 2022:

Mr. Jones explained that this would be for contractors to take care of properties that have been listed for violations issued. Mr. Jones believed the contract would also cover this type of work at certain City owned properties. Mr. Jones clarified that this would be a unit cost and the work would strictly be for properties with violations.

Mr. Hanek moved to authorize the City Manager to advertise for bid Grass and Weed Mowing, Debris Clearing and Branch Trimming for 2020, 2021, and 2022. Vote – 5 Ayes, 0 Nays.

Motion authorizing the City Manager to modify agreement and allow payment to Civic Plus for Civic Clerk product:

Mrs. Gallam explained the City originally entered into contract with Civic Clerk for its agenda management software. It was acquired by Civic Plus, in which the name was changed to Civic Clerk to be part of their product line. This would be to renew the contract, as the price would not change. However, they plan to increase the fee. Due to the increase, other agenda softwares are being explored. Our goal is to provide better resident interface.

Mr. Delsanter moved to authorize the City Manager to modify agreement and allow payment to Civic Plus for Civic Clerk product. Vote – 5 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Delsanter shared his enthusiasm to provide a positive update on the Dinosaur Trail. The City heard back from the Brunswick Historical Society. Mr. Delsanter expressed his thanks to Mr. Hanek for bringing this avenue to the table.

Mr. Hanek expressed his gratitude as well to Mr. Delsanter for working with him on a resolution. Mr. Hanek explained that the Brunswick Historical Society approached the City and offered a home for the Dinosaur Trail, in which the trail could be moved to Heritage Farms. Heritage Farms is a historical site, an Ohio Department of Natural Resources location with wild life education for children. Heritage Farms has plans next year to expand with the added school component and educational component. This solution would help maintain what could be taken from the site at Brunswick Lake and include the Trail in the future plans of Heritage Farms. Mr. Hanek stated that he attended the Brunswick Historical Society meeting where good discussions took place. He shared their interest and excitement in the relocation of the Dinosaur Trail. This move would also solve issues involving long term maintenance. Mr. Hanek viewed this as a

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long term plan that would improve the experience at multiple parks. He commented that it is a great solution for the City.

Mr. Delsanter was in agreeance and he could not have imagined a better idea for the children.

Mrs. Boyer of Heritage Farms commented that they are putting school artifacts in the new school building, which would be located at the end of the east parking lot. Plans for a path for the Dinosaur Trail would lie between the children's garden and the school building. She expressed her support and enthusiasm in being able to add more history to the school as a teaching tool. She stated that the children could walk to the Dinosaur Trail and include it in their five hours of volunteer time that is required of them monthly. She noted plans to make the Trail handicap accessible with regard to paving. The Council members expressed their gratitude to Mrs. Boyer for attending.

ADJOURNMENT:

Being no further business Mr. Hanek moved to adjourn at 7:08 p.m. Vote – 5 Ayes, 0 Nays.

Respectfully submitted,

Holly Quellos

Holly Quellos
Assistant Clerk of Council

DRAFT

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 9/23/2019

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. - **2nd Reading** (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,

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

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: 9/23/2019

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. - **2nd Reading** (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 is 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°00'39" West, a distance of 30.01 feet to a point on the centerline of said Pearl Road, thence North 00°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°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°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°09'21" East, along said Sanctus land, a distance of 100.00 feet to a point;

Thence North 64°26'34" West, a distance of 88.79 feet to a point;

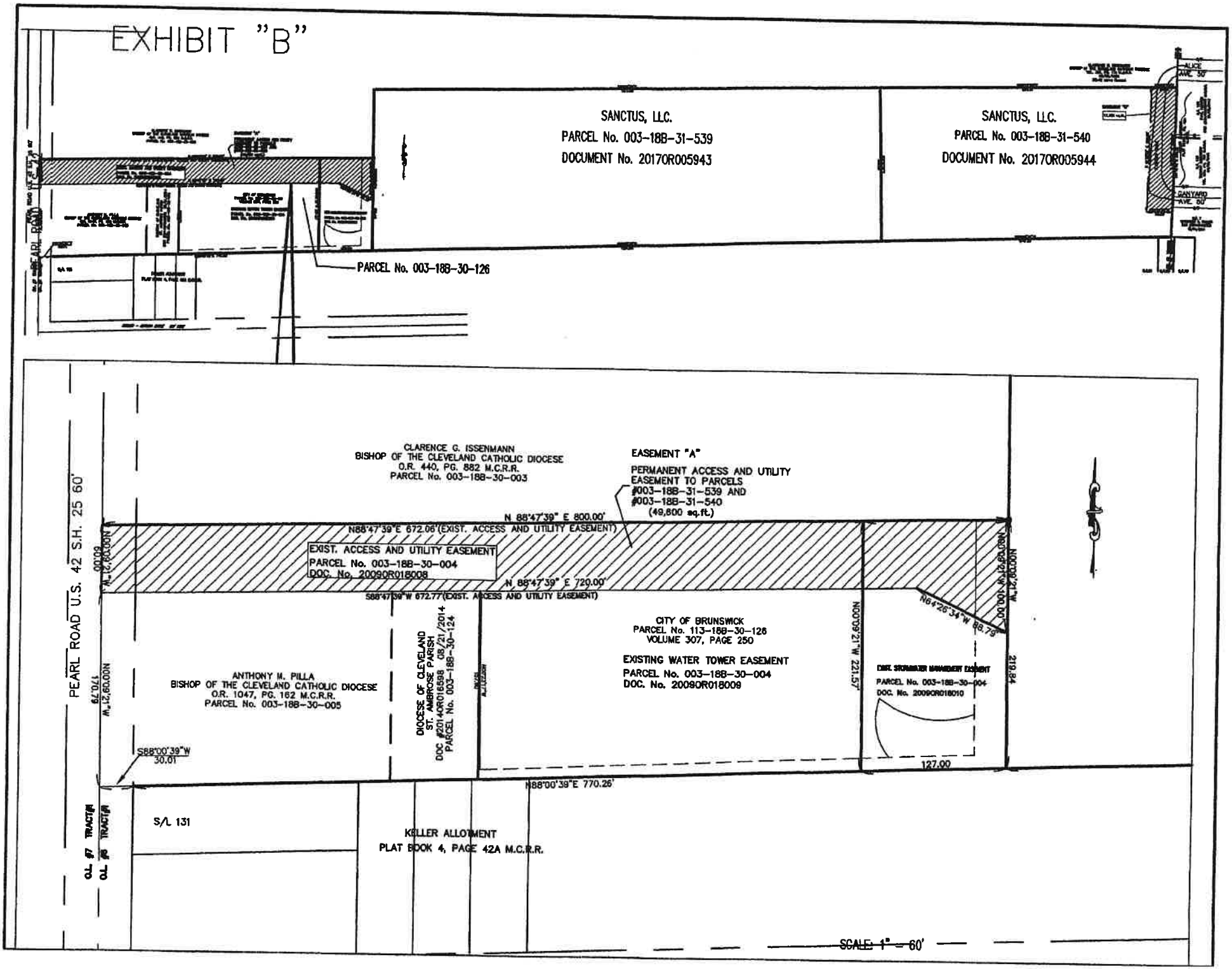
Thence South 88°47'39" West, parallel and 60.00 feet southerly by perpendicular measurement from the northerly line, a distance of 720.00 feet to the principal place of beginning and containing 49,600 square feet within said easement more or less and subject to all legal highways and easements. As described 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"


SANCTUS, LLC.
PARCEL No. 003-18B-31-539
DOCUMENT No. 20170R005943
SANCTUS, LLC.
PARCEL No. 003-18B-31-540
DOCUMENT No. 20170R005944
PARCEL No. 003-18B-30-126
PEARL ROAD U.S. 42 S.H. 25 60'
CLARENCE G. ISSENMANN
BISHOP OF THE CLEVELAND CATHOLIC DIOCESE
O.R. 440, PG. 882 M.C.R.R.
PARCEL No. 003-18B-30-003
EASEMENT "A"
PERMANENT ACCESS AND UTILITY EASEMENT TO PARCELS #003-18B-31-539 AND #003-18B-31-540
(49,800 sq.ft.)
N 88°47'39" E 800.00'
N88°47'39"E 672.06'(EXIST. ACCESS AND UTILITY EASEMENT)
EXIST. ACCESS AND UTILITY EASEMENT
PARCEL No. 003-18B-30-004
DOC. No. 20090R018008
N 88°47'39" E 720.00'
S88°47'39"W 672.77'(EXIST. ACCESS AND UTILITY EASEMENT)
N00°09'21"W 60.00'
N00°09'21"W 170.79'
ANTHONY M. PILLA
BISHOP OF THE CLEVELAND CATHOLIC DIOCESE
O.R. 1047, PG. 162 M.C.R.R.
PARCEL No. 003-18B-30-005
DIOCESE OF CLEVELAND
ST. AMBROSE PARISH
DOC #201408016598 08/21/2014
PARCEL No. 003-18B-30-124
CITY OF BRUNSWICK
PARCEL No. 113-18B-30-126
VOLUME 307, PAGE 250
EXISTING WATER TOWER EASEMENT
PARCEL No. 003-18B-30-004
DOC. No. 20090R018009
N00°09'21"W 221.57'
N64°26'34"W 88.79'
N00°09'21"W 100.00'
219.84'
EXIST. STORMWATER MANAGEMENT EASEMENT
PARCEL No. 003-18B-30-004
DOC. No. 20090R018010
127.00'
S88°00'39"W 30.01'
N88°00'39"E 770.26'
S/L 131
KELLER ALLOTMENT
PLAT BOOK 4, PAGE 42A M.C.R.R.
O.L. #7 TRACT
O.L. #8 TRACT
SCALE: 1" = 60'

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: 9/23/2019

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. - **2nd Reading** (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 is 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 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:

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)

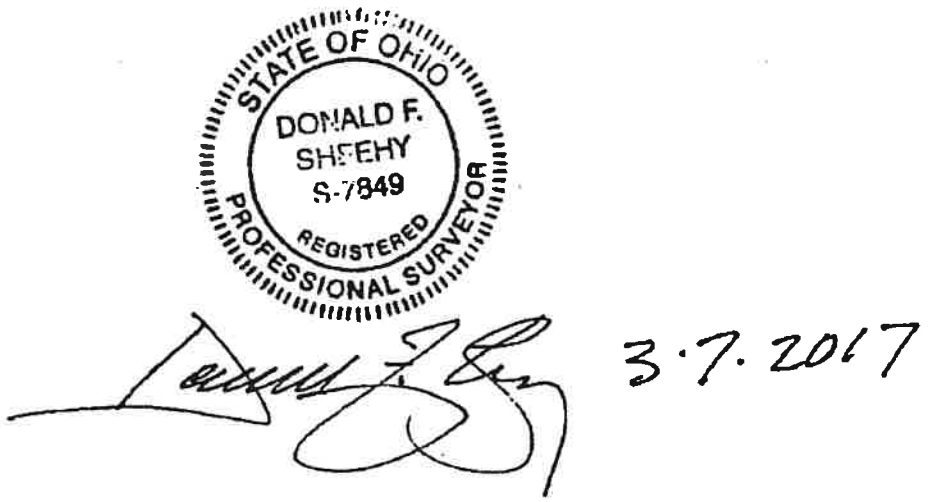


EXHIBIT "B"

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;

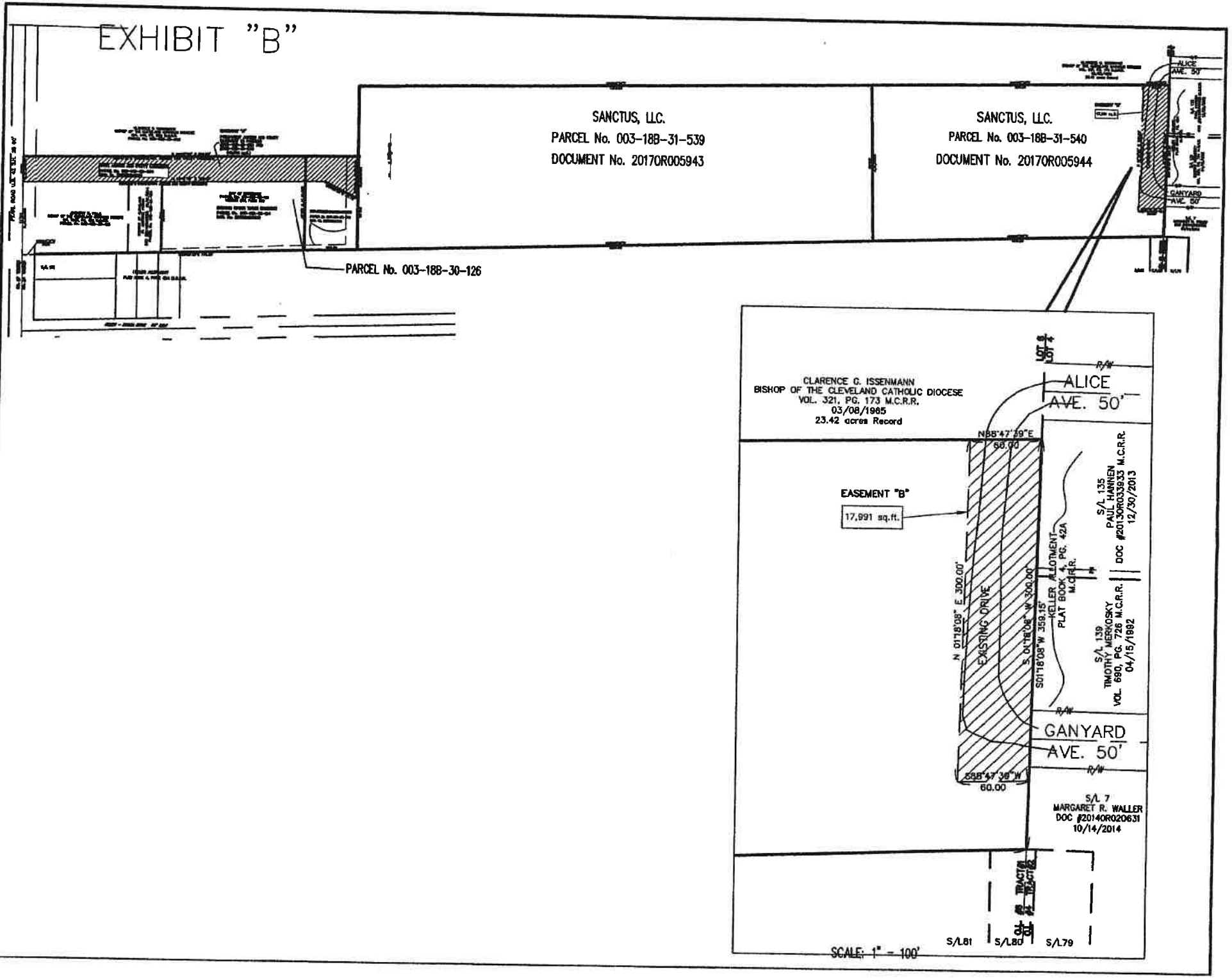
Thence North 88°47'39" East, along the northerly line of said Sanctus, LLC. (Parcel No. 003-18B-31-540) land, a distance of 60.00 feet to the principal place of beginning and containing 17,991 square feet within said easement more or less and subject to all legal highways and easements. As described 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. 003-18B-31-539
DOCUMENT No. 20170R005943
SANCTUS, LLC.
PARCEL No. 003-18B-31-540
DOCUMENT No. 20170R005944
PARCEL No. 003-18B-30-126
ALICE AVE. 50'
GANYARD AVE. 50'
CLARENCE C. ISSENMANN
BISHOP OF THE CLEVELAND CATHOLIC DIOCESE
VOL. 321, PG. 173 M.C.R.R.
03/08/1965
23.42 acres Record
N88°47'29"E
68.00
EASEMENT "B"
17,991 sq.ft.
EXISTING DRIVE
N 01°18'08" E 300.00'
S 01°18'08" W 359.15'
S 01°18'08" W 300.00'
KELLER ALLOTMENT
PLAT BOOK 4, PG. 42A
M.C.R.R.
S/L 135
PAUL HANNEN
DOC #20130R033933 M.C.R.R.
12/30/2013
S/L 139
TIMOTHY MERKOSKY
VOL. 690, PG. 726 M.C.R.R.
04/15/1992
S88°47'29"W
60.00
S/L 7
MARGARET R. WALLER
DOC #20140R020631
10/14/2014
TRACT #1
TRACT #2
S/L81
S/L80
S/L79
SCALE: 1" = 100'

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: 9/23/2019

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. - **2nd Reading** (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 4JC7) 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 4JC7	$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: 9/23/2019

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. - **2nd Reading** (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	**STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION**
By: _____	By: _____
	Jack Marchbanks, PhD
Title: _____	Director
Date: _____	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

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 9/23/2019

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

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 60-19** - An ordinance rezoning PPN 003-18B-40-118 From The I-L Light Industrial District to the C-H Highway Interchange Commercial District. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: The Brunswick City Planning Commission held a public hearing on September 5, 2019 and recommended approval to City Council to rezone the property located at 1240 Industrial Parkway North, Brunswick, Ohio from the existing I-L Light Industrial District to the C-H Highway Interchange Commercial District, subject to certain conditions. The rezoning will be consistent with the C-H District zoning of the adjacent property to the south at 1244 Industrial Parkway North.

PURPOSE AND EXPLANATION: The Planning Commission recommended approval to City Council of the rezoning of 1240 Industrial Parkway North to the C-H District, subject to the condition that the asphalt grindings on the site shall be sealed with either asphalt or concrete by December 31, 2019, as per Exhibit "A".

IMPLEMENTATION SCHEDULE: Immediately

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

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

If emergency or suspension of the rules, why the request?
Recommend adoption.

ADDITIONAL INFORMATION:

MAYOR
RON FALCONI

CITY OF BRUNSWICK

COUNCIL
MICHAEL J. ABELLA, JR
ANTHONY P. CAPRETTA
JOSEPH P. DELSANTER
NICHOLAS HANEK
PATRICIA HANEK
BRIAN K. OUSLEY
ANDREA L. RODRIGUEZ

CITY MANAGER / SAFETY DIRECTOR
CARL S. DEFOREST

September 6, 2019

John Mayer
Herris Properties
151 Lou Groza Boulevard
Berea, OH 44017

RE: Herris Properties rezoning from I-L District to C-H District
1240 Industrial Parkway North, Brunswick, Ohio

Dear Mr. Mayer:

The Brunswick City Planning Commission, at their meeting on September 5, 2019, voted to **recommend approval** to City Council to rezone the property located at 1240 Industrial Parkway North, Brunswick, Ohio, from the current I-L Light Industrial District to the proposed C-H Highway Interchange Commercial District, subject to the following:

1. The asphalt grindings on the site shall be sealed with either asphalt or concrete by December 31, 2019.

2. Pursuant to Section 6.02(c)(6) of the Codified Ordinances of the City of Brunswick, City Council approval is required for the above rezoning. The first of three readings is scheduled for Council's meeting on September 23, 2019. Please contact Fijabi Gallam, Clerk of Council, at (330) 558-6845 for the meeting time.

If you have any questions, please contact me at (330) 558-6865.

Sincerely,

Pamela Plavecski,
Planning & Zoning Coordinator

c: Carl DeForest, City Manager
Ken Fisher, Law Director
Grant Aungst, Community & Economic Dev. Director
Matt Jones, Consulting City Engineer
Cliff Calaway, Chief Building Official

4095 CENTER ROAD - BRUNSWICK, OHIO 44212
CITY HALL PHONE: (330) 225-9144 - FAX: (330) 273-8023 - POLICE & FIRE PHONE: (330) 225-9111 - FAX: (330) 225-6002 http://www.brunswick.oh.us

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 60-19

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

AN ORDINANCE REZONING PPN 003-18B-40-118 FROM THE I-L LIGHT INDUSTRIAL DISTRICT TO THE C-H HIGHWAY INTERCHANGE COMMERCIAL DISTRICT

WHEREAS: Upon application of the property owner to rezone the property known as PPN 003-18B-40-118 from the I-L Light Industrial District to the C-H Highway Interchange Commercial District, on September 5, 2019, the Planning Commission held a public hearing on the requested rezoning; and

WHEREAS: On September 5, 2019, the Planning Commission voted to recommend approval to City Council of the proposed rezoning of the property known as PPN 003-18B-40-118 from the I-L Light Industrial District to the C-H Highway Interchange Commercial District subject to the condition that the asphalt grindings on the site be sealed with either asphalt or concrete by December 31, 2019.

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

SECTION 1: That upon application of the property owner, the property known as PPN 003-18B-40-118 is hereby rezoned from the I-L Light Industrial District to the C-H Highway Interchange Commercial District subject to the condition that the asphalt grindings on the site be sealed with either asphalt or concrete by December 31, 2019.

SECTION 2: Upon the effective date of this Ordinance and confirmation of completion of the condition imposed by the Planning Commission, the City Engineer shall cause the Official Zoning Map of the City of Brunswick to be revised to reflect such rezoning.

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

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

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

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 9/23/2019

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

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 61-19** - An emergency ordinance establishing Chapter 1054 of the Codified Ordinances of the City of Brunswick titled "Use of Public Ways for Small Cell Facilities and Wireless Support Structures". **1st reading** (To be brought from Planning & Zoning Committee, *Administration/Ken Fisher*)

BACKGROUND: Sub. H.B. 478 amended Ohio Revised Code Chapter 4939 regarding municipalities authority to regulate installation of Small Cell Facilities, provision addressing fees from local governments, enforcement of Design Guidelines applicable to Small Cell Facilities, and the Federal Communications Commission(FCC) adopted Declaratory Ruling and Order known as the "Small Cell Order", establishing regulations applying to Small Cell Facilities consistent with Ohio Revised Code Chapter 4939 and the FCC's Small Cell Order.

PURPOSE AND EXPLANATION:

(1) Provide standards for the construction, installation, modification, operation, and removal of Facilities and Wireless Support Structures in the City's Right-of-Way to protect the health, safety, and welfare of the citizens of the City;
(2) Preserve the character of the City, including the City's neighborhoods, downtown, other business districts and historic districts and to protect property values;
(3) Give guidance to wireless telecommunication providers to assist such companies in the timely, efficient, safe, and aesthetically pleasing installation of Facilities and Wireless Support Structures;
(4) To exercise the City's home rule authority and, to the extent legally permitted, not to conflict with or preempt applicable law; and
(5) Facilitate deployment of Small Cell Facilities and advanced wireless communications within the City in a manner that complies with the requirements of this Chapter and does not materially inhibit such deployment or the provision or availability of advanced wireless communications.

IMPLEMENTATION SCHEDULE: Immediately upon passage.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

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

If emergency or suspension of the rules, why the request?
It is necessary to have this in place so the City may enforce and comply with HB 478 in a timely manner.

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 61-19

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

AN EMERGENCY ORDINANCE ESTABLISHING CHAPTER 1054 OF THE CODIFIED ORDINANCES OF THE CITY OF BRUNSWICK TITLED "USE OF PUBLIC WAYS FOR SMALL CELL FACILITIES AND WIRELESS SUPPORT STRUCTURES".

WHEREAS: Substitute House Bill 478 (Sub. H.B. 478) took effect on August 1, 2018;

WHEREAS: Sub. H.B. 478 amended Ohio Revised Code Chapter 4939 with regard to the authority of municipalities to regulate the installation of Small Cell Facilities in the public Right-of-Way, including on utility poles, traffic signals, and street lights, municipally owned facilities, and to construct, maintain, modify, operate, or replace Wireless Support Structures in the public Right-of-Way;

WHEREAS: Sub. H.B. 478 contained provisions addressing the fees that local governments could charge to Facilities Operators for applications to install Small Cell Facilities in the public Right-of-Way and for attachment of Small Cell Facilities to municipally owned Wireless Support Structures, which fee amount resulted from extensive discussion involving municipalities, the Ohio Municipal League, and wireless service providers including AT&T, Verizon Wireless and Sprint, and many comments and suggestions from electric utilities, cable television providers, and additional Small Cell Facility owners and operators who supported the fee provisions as reasonable and acceptable;

WHEREAS: Sub. H.B. 478 also revised Ohio Revised Code Chapter 4939 to authorize municipalities to adopt and enforce Design Guidelines applicable to Small Cell Facilities, provided that the guidelines must be reasonable, and written, and based upon objective criteria regarding: (1) the location of ground-mounted Small Cell Facilities; (2) the location of Small Cell Facilities on a pole; (3) the appearance and concealment of Small Cell Facilities; and (4) the design and appearance of Wireless Support Structures, including heights limitations otherwise consistent with the Statute;

WHEREAS: On September 26, 2018, the Federal Communications Commission (FCC) adopted a Declaratory Ruling and Order known as the "Small Cell Order," that limits and revises state and local authority to manage and regulate certain Small Cell Facilities within public Rights-of-Way nationwide, including local fees associated with such management and regulation, as well as the extent to which such regulations may deal with local aesthetic concerns, and preempts inconsistent

state and local regulations;

WHEREAS: The FCC in December 2018 denied local government-filed motions to stay the effective date of the Small Cell Order, which has been challenged in Court, such that the Small Cell Order took effect on January 14, 2019; and

WHEREAS: This Council desires to establish regulations applying to Small Cell Facilities, new Wireless Support Structures, and the persons and entities who desire to construct, operate and maintain such Facilities in the City to lawfully exercise municipal authority on this subject in a manner that is consistent with Ohio Revised Code Chapter 4939 and the FCC's Small Cell Order.

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

SECTION 1: That Chapter 1054 of the City of Brunswick Codified Ordinances titled "Use of Public Ways for Small Cell Facilities and Wireless Support Structures" is hereby established to read as follows:

"1054.01 OVERVIEW AND PURPOSE; DEFINITIONS.

(a) The purpose of this Chapter is to:

(1) Provide standards for the construction, installation, modification, operation, and removal of Facilities and Wireless Support Structures in the City's Right-of-Way to protect the health, safety, and welfare of the citizens of the City;

(2) Preserve the character of the City, including the City's neighborhoods, downtown, other business districts and historic districts and to protect property values;

(3) Give guidance to wireless telecommunication providers to assist such companies in the timely, efficient, safe, and aesthetically pleasing installation of Facilities and Wireless Support Structures;

(4) To exercise the City's home rule authority and, to the extent legally permitted, not to conflict with or preempt applicable law; and

(5) Facilitate deployment of Small Cell Facilities and advanced wireless communications within the City in a manner that complies with the requirements of this Chapter and does not materially inhibit such deployment or the provision or availability of advanced wireless communications.

(b) For purposes of this Chapter, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

(1) "Applicant" means any person or entity who submits an Application pursuant to this Chapter.

(2) "Application" means the form issued by the Chief Building Official to be

submitted by an Applicant to obtain a Small Cell Use Permit from the City to Collocate a Small Cell Facility and/or to construct, maintain, modify, operate, or replace a Wireless Support Structure.

(3) "Accessory Equipment" means equipment used in conjunction with a Small Cell Facility and generally at the same location of the Small Cell Facility, including, but not limited to, electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs.

(4) "City" means the City of Brunswick.

(5) "Collocation" or "Collocate" means to install, mount, maintain, modify, operate, or replace wireless Facilities on a Wireless Support Structure.

(6) "Design Guidelines" means standards applicable to Small Cell Equipment and Wireless Support Structures in the Right-of-Way, established in Chapter 1056.

(7) "Eligible Facilities or Eligible Support Structure Request" means any request for modification of an existing Wireless Support Structure or base station that does not substantially change the physical dimension of such Wireless Support Structure involving Collocation of new Facilities; removal of Facilities; or replacement of Facilities. A substantial change means:

(A) A modification that changes the physical dimension of a Wireless Support Structure by increasing the height of the Wireless Support Structure by more than ten percent (10%) or more than ten (10) feet, whichever is greater; and/or by adding an appurtenance to the body of the Wireless Support Structure that would protrude from the edge of the Wireless Support Structure by more than six (6) feet;

(B) The installation of more than the standard number of equipment cabinets for the technology involved or the installation of more than four (4) cabinets, whichever is less;

(C) The installation of any new ground mounted equipment cabinets if there are no existing ground mounted equipment cabinets;

(D) Any excavation or deployment outside of the current site of the Facility;

(E) Removal of any concealment elements of the Facilities or the Wireless Support Structure; and

(F) Any change that does not comply with this Chapter, the Design Guidelines set forth in Chapter 1056, or state or federal law and regulations.

The threshold for measuring increases that may constitute a substantial change are cumulative, measured from the Facilities as originally permitted (including any modifications that were reviewed and approved by the City prior to the enactment of the federal Spectrum Act on February 22, 2012).

(8) "Facilities" means Small Cell Facilities, Accessory Equipment, and Wireless Support Structures.

(9) "Facilities Operator" means the person or entity responsible for the installation, operation, maintenance, replacement, and modification of

Facilities. Facilities Operator includes:

(A) Operators;

(B) Applicants who applied for consent to Collocate a Small Cell Facility or to construct, maintain, modify, operate, or replace a new Wireless Support Structure pursuant to Ohio Revised Code Section 4939.031(E) and who have obtained a Small Cell Use Permit; and

(C) Applicants who applied for consent to Collocate a Small Cell Facility or to construct, maintain, modify, operate, or replace a new Wireless Support Structure pursuant to Ohio Revised Code Section 4939.033 and who have obtained a Small Cell Use Permit.

(10) "Operator" means a wireless service provider, cable operator, or a video service provider that operates a Small Cell Facility and provides wireless service, including a wireless service provider, cable operator or a video service provider that provides information services as defined in the federal "Telecommunications Act of 1996," 110 State. 59, 47 U.S.C. 153(20), and services that are fixed in nature or use unlicensed spectrum.

(11) "Public Way" or "Right-of-Way" means the surface of, and the space within, through, on, across, above or below, any public street, public road, public highway, public freeway, public lane, public path, public alley, public court, public sidewalk, public boulevard, public parkway, public drive, public easement, and any other land dedicated or otherwise designated for a comparable public use, which is owned or controlled by the City or other public entity or political subdivision.

(12) "Small Cell Facility" means a wireless facility:

(A) That meets both of the following requirements:

(i) Each antenna is located inside an enclosure of not more than six (6) cubic feet in volume or, in the case of an antenna with exposed elements, the antenna and all of its elements can fit within an enclosure of not more than six (6) cubic feet in volume; and

(ii) All other wireless equipment associated with the facility is cumulatively not more than twenty-eight (28) cubic feet in volume. The calculation of equipment volume shall not include electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cables for the connection of power and other services.

(B) That includes a "Small Wireless Facility" which is a type of Small Cell Facility:

(i) In which each antenna is located within an enclosure of not more than three (3) cubic feet in volume or, in the case of an antenna with exposed elements, the antenna and all of its exposed elements can fit within an enclosure of not more than three (3) cubic feet in volume;

(ii) Where such antenna is associated with a structure: (a) fifty (50) feet or less in height, including the antenna; or (b) that is nor more than ten percent (10%) taller than adjacent structures; or (c) is not extended in height more than ten percent (10%) or to a height exceeding fifty (50) feet, whichever is greater; and

(iii) Which also otherwise satisfies the definition of "Small Wireless Facilities" found in the FCC's Small Cell Order adopted September 26, 2018, FCC 18-133.

(13) "Small Cell Equipment" means a Small Cell Facility and all Accessory Equipment.

(14) "Small Cell Use Permit" means the permit granted by the City authorizing the Applicant to Collocate a Small Cell Facility or to construct, maintain, modify, operate, or replace a Wireless Support Structure in the Right-of-Way.

(15) "Wireless Support Structure" means a pole, such as a monopole, either guyed or self-supporting, street light pole, traffic signal pole, a fifteen (15) foot or taller sign pole, or utility pole capable of supporting Small Cell Facilities. As used in this Chapter, "Wireless Support Structure" excludes the following except in connection with a Small Cell Facility, in which case the following are not excepted:

(A) A utility pole or other facility owned or operated by a municipal electric utility; and

(B) A utility pole or other facility used to supply traction power to public transit systems, including railways, trams, streetcars, and trolley buses.

1054.02 CONSENT REQUIRED.

(a) Any person or entity seeking to Collocate a Small Cell Facility in the Right-of-Way, or to construct, maintain, modify, operate, or replace a Wireless Support Structure in the Right-of-Way, shall first file a written Application for a Small Cell Use Permit with the Chief Building Official in accordance with the requirements of this Chapter, Design Guidelines set forth in Chapter 1056 of this Code, Ohio Revised Code Chapter 4939, and all applicable state and federal laws and regulations.

(b) Applicants are strongly encouraged to contact the Chief Building Official and request a pre-Application conference. This meeting will provide an opportunity for early coordination regarding proposed Facilities, locations, design, Application submittal, and the approval process in order to avoid any potential delays in the processing of an Application and deployment of Facilities in the City.

(c) A Small Cell Use Permit granted under this Chapter shall not convey any right, title or interest in the Right-of-Way, but shall be deemed a permit only to use and occupy the Public Ways for the limited purposes and term stated in the Small Cell Use Permit, this Chapter, and the Design Guidelines set forth in Chapter 1056 of this Code. Further, no Small Cell Use Permit shall be construed as any warranty

of title.

1054.03 PERMIT APPLICATION TYPES.

Applicants shall classify their Application as one of the following types:

(a) Type 1: Eligible Facilities Requests.
(b) Type 2: Application for Collocation of Small Cell Equipment on a Wireless Support Structure that does not constitute an Eligible Facilities Request.
(c) Type 3: New Wireless Support Structure. Such Applications address construction, modification, replacement, or removal of a Wireless Support Structure within the Right-of-Way. At the time of Application, Applicants shall certify that the Small Cell Equipment will be placed on the Wireless Support Structure within one hundred eighty (180) days from the date the Small Cell Use Permit is issued.
(d) For Type 2 and Type 3 Application, Applicants shall indicate whether the Application is or is not for a Small Wireless Facility.

1054.04 CONSOLIDATED CONSENT APPLICATIONS.

(a) Pursuant to Ohio Revised Code Section 4939.0312, an Applicant may file one consolidated Application for up to thirty (30) individual Small Cell Facilities or thirty (30) individual Wireless Support Structures as long as the Facilities or Wireless Support Structures for which consent is requested are substantially similar.
    (1) Small Cell Facilities shall be considered substantially similar when the Small Cell Equipment is identical in type, size, appearance and function.
    (2) Wireless Support Structures shall be considered substantially similar when the Wireless Support Structures are identical in type, size, appearance and function and are to be located in a similar location.
    (3) Applications for Facilities and Wireless Support Structures cannot be commingled.
(b) The City may, at its discretion, require separate Applications for any Small Cell Facilities or Wireless Support Structures that are not substantially similar.
(c) Although Applications for Small Wireless Facilities may be filed on a consolidated basis, application involving Small Wireless Facilities may not be commingled with applications for other Small Cell Facilities or Wireless Support Structures. The limit on the number of Applications that may be filed in a consolidated application pursuant to Section 1054.04(a) shall not apply to applications involving Small Wireless Facilities.

1054.05 APPLICATION FEE.

(a) The fee for each Application is Two Hundred Fifty Dollars ($250.00). The Application Fee is adjusted upward by ten percent (10%) every five (5) years, rounded

to the nearest Five Dollars ($5.00), beginning in the year 2023.

(b) An Application shall not be deemed complete until the Application Fee is paid in full.

(c) If Applications are consolidated, then the Application Fee shall be the sum resulting from the Application Fee set forth in Subsection (a) multiplied by the total number of Facilities, Wireless Support Structures or Small Wireless Facilities included in the consolidated Application.

1054.06 ATTACHMENT FEE.

(a) In addition to the Application Fee, an annual Attachment Fee shall be paid to the City for each Small Cell Facility attached to a municipally owned Wireless Support Structure in the amount of Two Hundred Dollars ($200.00). The Attachment Fee is adjusted upward by ten percent (10%) every five (5) years, rounded to the nearest Five Dollars ($5.00), beginning in the year 2023.

(b) The first year Attachment Fee shall be paid when the Collocation is complete and no later than January 1st of each year thereafter. The first year Attachment Fee shall not be prorated, regardless of the date that the Collocation is complete.

1054.07 REQUIRED APPLICATION MATERIALS.

The Applicant must submit the following documentation with each Application.

(a) Completed Application form including the identity, legal status and federal tax identification number of the Applicant, as well as all affiliates and agents of the Applicant that will use or be, in any way, responsible for the Facilities.

(b) The name, address and telephone number of the local officer, agent or employee responsible for the accuracy of the Application and to be notified in the case of emergency.

(c) Fully dimensional scaled site plan (scale no smaller than one (1) inch equals forty (40) feet). The site plan must include:

(1) The exact proposed location of the Facilities within the Right-of-Way.

(2) All existing Facilities with all existing transmission equipment.

(3) The location of all overhead and underground public utilities, telecommunications, cable, water, sanitary sewer, and storm water drainage utilities in the Public Way within one hundred (100) feet surrounding the proposed Facilities.

(4) The legal property boundaries within one hundred (100) feet surrounding the proposed Facilities.

(5) Indication of distance between the Facilities and existing curbs, driveways, sidewalks, trees, utilities, other poles, and existing buildings within one hundred (100) feet surrounding the proposed Facilities.

(6) Access and utility easements within one hundred (100) feet surrounding the proposed Facilities.

(d) Elevation drawings (scale no smaller than one (1) inch equals ten (10) feet) of the

proposed Facilities.

(e) Evidence that the Applicant provided notice by mail to all property owners within three hundred (300) feet of the proposed Facilities prior to submitting the Application. The notice shall include:
   (1) Name of the Applicant.
   (2) Estimated date the Applicant intends to submit the Application to the City.
   (3) Detailed description of the proposed Facilities and the proposed location thereof.
   (4) Accurate, to-scale photo simulation of the proposed Facilities. Scale shall be no smaller than one (1) inch equals forty (40) feet.

(f) A preliminary installation/construction schedule and completion date.

(g) Structural calculations prepared, stamped and signed by an Engineer licensed and registered by the State of Ohio, showing that the Wireless Support Structure can accommodate the weight of the proposed Facilities, including the Accessory Equipment.

(h) Analysis demonstrating that the proposed Facilities do not interfere with the City's public safety radio system, traffic and emergency signal light system, or other City safety communications components. It shall be the responsibility of the Application to evaluate, prior to making the Application for a Small Cell Use Permit, the compatibility between existing City infrastructure and Applicant's proposed Facilities.

(i) A landscape plan that demonstrates screening of the propose Facilities and Accessory Equipment.

(j) Drawings of the proposed Facilities. For all Facilities and Accessory Equipment depicted, the Applicant must also include, if applicable:
   (1) The manufacturer's name and model number.
   (2) Physical dimensions, including, without limitation, height, width, depth and weight with mounts and other necessary hardware.
   (3) The noise level generated, if any.

(k) If the Applicant is not an Operator, then the Applicant must provide proof that the Applicant has been engaged by a wireless service provider who will be the end-use of the Facilities.

1054.08 APPLICATION REVIEW.

(a) Applications shall be evaluated in the timeframes as follows:
   (1) Type 1 Applications – Sixty (60) days.
   (2) Type 2 Applications – Ninety (90) days, except that for Small Wireless Facilities, the timeframe for a Type 2 Application shall be sixty (60) days.
   (3) Type 3 Applications – One hundred twenty (120) days, except that for new Wireless Support Structures upon which a Small Wireless Facility is to be mounted, the timeframe for a Type 3 Application shall be ninety (90) days.

(b) Applications shall be reviewed for completeness. If the Application is incomplete, then the Applicant will be notified of the insufficiency, and the timeframes set forth in

Subsection (a) shall be tolled until the Application is made complete, as described below:

(1) To toll the time period for incompleteness, the City must provide written notice to the Applicant, specifically identifying all missing documents or information, within thirty (30) days after receiving the Application, except that where an Applicant has indicated that the Application is for a Small Wireless Facility, or a Wireless Support Structure upon which a Small Wireless Facility is to be mounted, the written notice shall be provided within ten (10) days after receiving the Application.

(A) In the case of a proper and timely initial written notice of incompleteness provided concerning an Application involving a Small Wireless Facility pursuant to Subsection (b)(1), the time period set forth in Subsection (a) shall be deemed never to have started running at all until Applicant provides a supplemental submission.

(2) The time period set forth in Subsection (a) will begin to run again when the Applicant provides a supplemental submission in response to the City's notice of incompleteness issued pursuant to Subsection (b), but may be tolled again if the City notifies the Applicant in writing, within ten (10) days of receiving a supplemental submission, that the Application remains incomplete and identifies which items specified in the original notice of incompleteness are still missing. Timely notice by the City of the deficiencies in a supplemental submission tolls the time period set forth in Subsection (a) until the Applicant supplies the specified information.

(c) The timeframes set forth in Subsection (a) may be tolled by mutual agreement between the Applicant and the City. The timeframes in Subsections (a)(2) and (a)(3) may also be tolled as follows, except that where an Applicant has indicated that the Application is for a Small Wireless Facility, the provisions of Subsections (c)(1) and (c)(2) do not apply:

(1) If the City receives between fifteen (15) and thirty (30) Applications in a thirty (30) day period, then the City may toll for an additional twenty-one (21) days beginning with the sixteenth (16^{th}) Application.

(2) If the City receives more than thirty (30) Applications in a thirty (30) day period, then the City may toll for an additional fifteen (15) days for every fifteen (15) Applications received up to a maximum tolling period of ninety (90) days, as indicated below:

(A) Applications 31-45 – 36 additional days.
(B) Applications 46-60 – 51 additional days.
(C) Applications 61-75 – 66 additional days.
(D) Applications 76-90 – 81 additional days.
(E) Applications 91+ - 90 additional days.

(3) When an Applicant submits an underground area waiver request pursuant to Section 1056.13(d) of the Codified Ordinances, in which case the City may toll for an additional thirty (30) days.

(d) If two (2) Applicants request to Collocate on the same Wireless Support Structure or two (2) Wireless Support Structures are proposed within a distance that would violate the spacing requirements set forth in Section 1054.16, then the Chief Building Official may resolve the conflict in any reasonable and nondiscriminatory manner.

(e) If a request for consent is denied, the City shall provide, in writing, its reasons for denying the request, supported by substantial, competent evidence. The denial of consent shall not unreasonably discriminate against the Applicant. Grounds for denying an Application may include, but are not limited to:
   (1) Failure to provide information required under Section 1054.07.
   (2) Failure to comply with the Design Guidelines set forth in Chapter 1056.
   (3) Failure to provide financial surety pursuant to Section 1054.15.
   (4) Failure to remove abandoned Facilities as required under Section 1054.12.
   (5) Conflict with the historic nature or character of the surrounding area.
   (6) Conflict with planned future improvements in the Right-of-Way.
   (7) Failure to comply with generally applicable health, safety and welfare requirements.

1054.09 PERMITTING PROCESS, DURATION, AND TERMINATION.

(a) Upon approval of the Application, an Applicant shall receive a Small Cell Use Permit indicating that the City has granted the Applicant consent to occupy the Right-of-Way.

(b) A Small Cell Use Permit issued to an Operator shall have an initial duration of no longer than ten (10) years. Permits may be renewed for additional five (5) year terms.

(c) A Small Cell Use Permit issued to a Facilities Operator who is not an Operator shall have a term of ten (10) years or the duration of the Facilities Operator's agreement with a wireless service provider pursuant to Section 1054.07(k), whichever is shorter.

(d) A Small Cell Use Permit shall not be renewed if the Facilities Operator or the Facilities are not in compliance with all applicable laws and regulations.

(e) Pursuant to Ohio Revised Code Section 4939.0314(E), a Small Cell Use Permit shall be deemed terminated if the Facilities Operator has not completed construction of the Facilities or has failed to attach Accessory Equipment to a Wireless Support Structure within one hundred eighty (180) days of issuance of the Small Cell Use Permit, unless delay is caused by:
   (1) Make ready work for a municipally owned Wireless Support Structure; or
   (2) The lack of commercial power or backhaul availability at the site, provided that the Operator has made a request for commercial power or backhaul services within sixty (60) days after the Small Cell Use Permit was issued.

If the additional time to complete the installation exceeds three hundred sixty (360) days after the issuance of the Small Cell Use Permit, then the Small Cell Use Permit shall be deemed terminated regardless of the cause of the delay.

(f) A Small Cell Use Permit for a new Wireless Support Structure shall be deemed

terminated if the Facilities Operator fails to attach Accessory Equipment to the new Wireless Support Structure within one hundred eighty (180) days after issuance of the Small Cell Use Permit.

(g) If the Facilities Operator fails to remit the annual Attachment Fee required pursuant to Section 1054.06, then the Small Cell Use Permit will expire on the ninetieth (90^{th}) day from the date the annual Attachment Fee was due.

(h) At any time and upon service of a sixty (60) day advance written notice to the City, a Small Cell Use Permit may be terminated by the Facilities Operator.

(i) Upon termination of a Small Cell Use Permit, the Facilities Operator shall restore and rehabilitate all City owned Wireless Support Structures and the Right-of-Way to their former condition and utility.

(j) The City shall not issue any refunds for any amounts paid by the Facilities Operator upon termination of the Small Cell Use Permit.

1054.10 ANNUAL REGISTRATION.

(a) All Facilities Operators shall register with the City each calendar year between January 1 and January 31 on a form provided by the Chief Building Official.

(b) The purpose of Annual Registration is to assist the City in monitoring use of the Right-of-Way; to maintain an accurate and current database of information concerning Facilities Operators; and to assist the City in managing the Right-of-Way in a manner that best serves the public health, safety and welfare.

(c) Registration forms will be provided by the City and shall require the following information:

(1) Any material changes to the information the Applicant provided the City in the Application, including, but not limited to:

(A) The identity, legal status, and federal tax identification number of the Facilities Operator, including any affiliates or agents that will use or be, in any way, responsible for the Facilities.

(B) The name, address and telephone number of the local officer, agent or employee to be notified in case of emergency.

(2) Evidence that the Facilities Operator is in compliance with the insurance, indemnity and financial surety requirements of this Chapter.

(3) Information regarding, and a preliminary construction schedule and completion date for any improvements the Facilities Operator plans in the Right-of-Way for the then following twelve (12) months.

(4) Any other information the Chief Building Official may reasonably require relevant to the Facilities Operator's occupancy of the Public Ways.

(d) The City shall have the right to access and review all the Facilities Operator's maps and/or as-built plans showing the location of Facilities in the Public Ways upon ten (10) days prior written request.

(e) Upon written request by the City, each Facilities Operator shall work in good faith with the City to provide, in a reasonable time and manner, maps and/or as-built plans

in a format compatible with the City's current and/or future mapping system.

(f) The Facilities Operator may designate any portion or portions of the maps and/or as-built plans as proprietary and/or a trade secret so as to remain confidential. In this however, that such information is subject to applicable public record laws and exceptions thereto. The City shall provide a Facilities Operator with written notice of any proposed inspection or disclosure prompted by a public records request related to the Facilities Operator's maps and/or as-built plans the Facilities Operator has designated to be confidential. The Facilities Operator shall have three (3) business days from the written notice to object to any public records disclosure and to agree in writing to defend and indemnify the City with respect to any litigation under the Ohio Public Records Act to compel disclosure and all costs thereof.

(g) In addition to the Annual Registration required hereunder, each Facilities Operator shall keep the required registration information current at all times.

1054.11 NONCONFORMING FACILITIES.

(a) Facilities in the Right-of-Way that are legally in existence on the date of adoption of this Chapter but that do not comply with the requirements of this Chapter may remain in the Right-of-Way but shall be considered a Nonconforming Facility.

(b) Any person or entity who owns or operates a Nonconforming Facility shall register such Facility pursuant to this Chapter within ninety (90) days of the date this Ordinance takes effect.

(c) If a Nonconforming Facility is damaged or destroyed beyond repair, any replacement Facility must be designed in accordance with all provisions of this Chapter, the Design Guidelines set forth in Chapter 1056, and state and federal law and regulations.

1054.12 ABANDONED AND DAMAGED FACILITIES.

(a) A Facilities Operator shall provide written notice to the City of its intent to discontinue use of any Facilities. The notice shall include the date the use will be discontinued. If Facilities are not removed within three hundred sixty five (365) days from the date the use was discontinued, the Facilities shall be considered a nuisance and the City may remove the Facilities at the expense of the Facilities Operator.

(b) In the event that Facilities are damaged, the Facilities Operator shall promptly repair the damaged Facilities. Damages Facilities shall be repaired no later than thirty (30) days after obtaining written notice or other actual knowledge that the Facilities are damaged. If the damaged Facilities are not repaired within thirty (30) days, then the damaged Facilities shall be considered a nuisance and the City may repair or remove the Facilities at the expense of the Facilities Operator.

1054.13 INSURANCE REQUIREMENTS.

As a condition of issuance of a Small Cell Use Permit, a Facilities Operator must secure and maintain, at a minimum, the following liability insurance policies insuring the Facilities Operator and naming the City, its elected and appointed officers, officials, agents, employees and representatives, as additional insureds:

(a) Comprehensive general liability insurance with limits not less than:
  (1) Five Million Dollars ($5,000,000.00) for bodily injury or death to each person.
  (2) Five Million Dollars ($5,000,000.00) for property damage resulting from any one accident.
  (3) Five Million Dollars ($5,000,000.00) for all other types of liability.

(b) Automobile liability for owned, non-owned and hired vehicles with a limit of Three Million Dollars ($3,000,000.00) for each person and Three Million Dollars ($3,000,000.00) for each accident.

(c) Workers' compensation within statutory limits and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000.00).

(d) Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than Three Million Dollars ($3,000,000.00).

(e) The liability insurance policies required by this Section shall be maintained by the Facilities Operator throughout the period of time during which the Facilities Operator is occupying the Right-of-Way or is engaged in the removal of its Facilities. Each insurance policy shall contain the following endorsement:

  "It is hereby understood and agreed that this policy may not be cancelled nor the intention not to renew be stated until sixty (60) days after receipt by the City, by registered mail, of a written notice addressed to the City Manager of such intent to cancel or not renew."

(f) Within sixty (60) days after receipt by the City of said notice, and in no event later than thirty (30) days prior to said cancellation, the Facilities Operator shall obtain and furnish to the City replacement insurance policies meeting the requirements of this Section.

(g) Upon written application to, and written approval by, the City Manager, a Facilities Operator may be self-insured to provide all of the same coverages as listed in this Section; except that all coverages for Workers' Compensation shall be in compliance with State law. No approval for self-insurance shall be given until the City Manager has made a complete review of the Facilities Operator's financial ability to provide such self-insurance. As part of the review process, the City Manager may require, and the self-insurance applicant shall provide, any and all financial documents necessary to make a valid determination of the applicant's ability to meet the requirements of this Section.

1054.14 INDEMNIFICATION.

A Facilities Operator shall indemnify, protect, defend and hold the City and its elected

officials, officers, employees, agents, insurers and volunteers harmless from and against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees to include reasonable attorney fees and costs of defense, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury or death, property damage or other harm from which recovery of damages is sought, to the extent that it is caused by the negligence of the Operator who owns or operates Small Cell Facilities and wireless service in the Right-of-Way, any agent, officer, director, representative, employee, affiliate, or subcontractor of the Operator, or their respective officers, agents, employees, directors, or representatives while installing, repairing, maintaining, or removing Facilities in the Right-of-Way.

1054.15 FINANCIAL SURETY.

(a) Each Facilities Operator shall procure and provide to the City a bond, escrow, deposit, letter of credit or other financial surety in an amount sufficient to cover the cost of removal of all Facilities owned or operated by the Facilities Operator.
(b) The City may, in its sole discretion, draw on the financial surety to remove abandoned Facilities, remove or repair damaged Facilities, or to repair damage to any City property caused by the Facilities Operator or its agent. In such event, the Facilities Operator shall cause the financial surety to be replenished to its prior amount within ten (10) business days after the City notifies the Facilities Operator in writing that it has drawn on the financial surety.

1054.16 RESERVED SPACE.

The City reserves the right to install, and permit others to install, Facilities in the Right-of-Way. The City may reserve space in the Right-of-Way and on Wireless Support Structures for future utility, safety or transportation uses. Such space may be reserved in an Ordinance or plan approved by the City Manager, City Council, Chief Building Official and/or Planning Commission.

1054.17 REMOVAL OR RELOCATION OF FACILITIES.

(a) The City may require a Facilities Operator to remove or relocate Facilities to accomplish construction and maintenance activities. The Facilities Operator shall remove or relocate Facilities at no cost to the City. If the Facilities Operator fails to remove or relocate the Facilities within ninety (90) days of receipt of a written request from the City to do so, then the City may remove the Facilities at the Facilities Operator's sole cost and expense, without further notice to the Facilities Operator.
(b) If the Facilities are placed in a location other than the location approved by the City, the Facilities Operator shall relocate the Facilities within thirty (30) days of receiving written notice that the Facilities are improperly located.

1054.18 NOTICE OF WORK.

A Facilities Operator shall notify the Chief Building Official of all non-emergency work within ten (10) calendar days prior to performing any upgrades or maintenance on any Facilities, regardless of whether the work requires any permit or consent from the City.

1054.19 CONSTRUCTION PERMIT.

(a) Facilities Operators are required to obtain a construction permit pursuant to this Section prior to commencing any of the following activities:
  (1) Collocation of Facilities on a Wireless Support Structure.
  (2) Replacement, modification, repair or maintenance of Facilities.
  (3) Construction, replacement, modification, repair or maintenance of a Wireless Support Structure associated with a Facility.
  (4) Any excavation of the Right-of-Way.
(b) No construction permit shall issue until a Small Cell Use Permit has issued and all contractors have registered with the City as required by Chapter 1442 of the Code.
(c) Facilities shall be constructed in accordance with all applicable federal, state, and local codes, rules, regulations and technical codes.
(d) To the extent reasonably possible, any work performed pursuant to an issued construction permit shall be done in the manner resulting in the least amount of damage and disruption of the Right-of-Way.
(e) All work performed pursuant to an issued construction permit shall be in accordance with approved final plans and specifications. The City Engineer shall have access to the work and such further information as required to ensure compliance. Field changes may be approved by the City Engineer if such changes are determined to be necessary due to site conditions or other changed circumstances.
(f) The Facilities Operator shall maintain a copy of the construction permit, Small Cell Use Permit and approved plans at the site, which shall be displayed and made available for inspection by the City whenever work is occurring.
(g) Upon order of the City, all work that does not comply with the Small Cell Use Permit, construction permit and/or approved plans shall immediately cease and be removed and/or corrected by the Facilities Operator.
(h) Upon completion of any work, the Facilities Operator shall promptly repair the Right-of-Way, property improvements, fixtures, structures and Facilities which were damaged and restore them as nearly as practicable to their prior condition.
(i) All trees, landscaping and grounds removed, damaged or disturbed as a result of work performed pursuant to the construction permit shall be replaced or restored as nearly as may be practicable to the condition existing prior to the performance of the work, except to the extent that tree trimming is necessary to prevent interference of tree branches with the Facilities.

1054.20 WAIVER.

It is within the reasonable discretion of the City Manager to waive any portion or portions of this Chapter, as permitted or warranted under state and federal law, where strict compliance with such requirements, in the judgment of the City Manager, is not necessary or appropriate to protect the City's interests and the purposes and intent of this Chapter.

1054.21 PENALTIES; EQUITABLE REMEDIES.

(a) Any Facilities Operator or other person or entity acting as the agent of a Facilities Operator found guilty of violating, disobeying, omitting, neglecting or refusing to comply with any provisions of this Chapter shall be fined not less than One Hundred Dollars ($100.00) nor more than Five Hundred Dollars ($500.00) for each offense. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.
(b) The City may revoke the Small Cell Use Permit of any Facilities Operator who violates, disobeys, omits, neglects, or refuses to comply with any provisions of this Chapter or the Design Guidelines set forth in Chapter 1056 or as promulgated by the City.
(c) Nothing in this Chapter shall be construed as limiting any judicial remedies that the City may have, at law or in equity, for enforcement of this Chapter."

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 accommodate requests for Small Cell Facilities filed pursuant to the FCC's Small Cell Order which took effect on January 14, 2019. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading_____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

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

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 9/23/2019

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

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 62-19** - An emergency ordinance establishing Chapter 1056 of the Codified Ordinances of the City of Brunswick titled "Small Cell Facility Design Guidelines". - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Ken Fisher*)

BACKGROUND: Sub. H.B. 478 amended Ohio Revised Code Chapter 4939 with regard to the authority of municipalities to regulate the installation of Small Cell Facilities in the public Right-of-Way, including on utility poles, traffic signals, and street lights, municipally owned facilities, and to construct, maintain, modify, operate, or replace Wireless Support Structures in the public Right-of-Way Ohio Revised Code Chapter 4939 to authorize municipalities to adopt and enforce Design Guidelines applicable to Small Cell Facilities, provided that the guidelines must be reasonable, and written, and based upon objective criteria regarding: (1) the location of ground-mounted Small Cell Facilities; (2) the location of Small Cell Facilities on a pole; (3) the appearance and concealment of Small Cell Facilities; and (4) the design and appearance of Wireless Support Structures, including heights limitations otherwise consistent with the Statute;

PURPOSE AND EXPLANATION:

1. Protect the health, safety, and general welfare of the citizens of the City;
2. Preserve the character of the City, including the City's neighborhoods, business districts and historic districts and to protect property values;
3. Give guidance to wireless telecommunication providers to assist such companies in the timely, efficient, safe, and aesthetically pleasing installation of Facilities; and
4. To exercise the City's home rule authority and, to the extent legally permitted, not to conflict with or preempt applicable state and federal laws.

IMPLEMENTATION SCHEDULE: Immediately upon passage.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

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

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

It is necessary to have this in place so the City may enforce and comply with HB 478 in a timely manner.

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 62-19

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

AN EMERGENCY ORDINANCE ESTABLISHING CHAPTER 1056 OF THE CODIFIED ORDINANCES OF THE CITY OF BRUNSWICK TITLED "SMALL CELL FACILITY DESIGN GUIDELINES".

WHEREAS: Substitute House Bill 478 (Sub. H.B. 478) took effect on August 1, 2018;

WHEREAS: Sub. H.B. 478 amended Ohio Revised Code Chapter 4939 with regard to the authority of municipalities to regulate the installation of Small Cell Facilities in the public Right-of-Way, including on utility poles, traffic signals, and street lights, municipally owned facilities, and to construct, maintain, modify, operate, or replace Wireless Support Structures in the public Right-of-Way;

WHEREAS: Sub. H.B. 478 also revised Ohio Revised Code Chapter 4939 to authorize municipalities to adopt and enforce Design Guidelines applicable to Small Cell Facilities, provided that the guidelines must be reasonable, and written, and based upon objective criteria regarding: (1) the location of ground-mounted Small Cell Facilities; (2) the location of Small Cell Facilities on a pole; (3) the appearance and concealment of Small Cell Facilities; and (4) the design and appearance of Wireless Support Structures, including heights limitations otherwise consistent with the Statute;

WHEREAS: On September 26, 2018, the Federal Communications Commission (FCC) adopted a Declaratory Ruling and Order known as the "Small Cell Order," that limits and revises state and local authority to manage and regulate certain Small Cell Facilities within public Rights-of-Way nationwide, including local fees associated with such management and regulation, as well as the extent to which such regulations may deal with local aesthetic concerns;

WHEREAS: The FCC in December 2018 denied local government-filed motions to stay the effective date of the Small Cell Order, which has been challenged in Court, such that the Small Cell Order took effect on January 14, 2019; and

WHEREAS: This Council desires to establish Design Guidelines applying to Small Cell Facilities, including Wireless Support Structures, to lawfully exercise municipal authority on this subject in a manner that is consistent with Ohio Revised Code Chapter 4939 and the FCC's Small Cell Order.

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

SECTION 1: That Chapter 1056 of the City of Brunswick Codified Ordinances titled "Small Cell Facility Design Guidelines" is hereby established to read as follows:

"1056.01 OVERVIEW AND PURPOSE; DEFINITIONS.

(a) The purpose of these Design Guidelines is to:

(1) Protect the health, safety, and general welfare of the citizens of the City;

(2) Preserve the character of the City, including the City's neighborhoods, business districts and historic districts and to protect property values;

(3) Give guidance to wireless telecommunication providers to assist such companies in the timely, efficient, safe, and aesthetically pleasing installation of Facilities; and

(4) To exercise the City's home rule authority and, to the extent legally permitted, not to conflict with or preempt applicable state and federal laws.

(b) For purposes of this Chapter, and the interpretation and enforcement hereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

(1) "Applicant" means any person or entity who submits an Application pursuant to Chapter 1054.

(2) "Application" means the form issued by the Chief Building Official to be submitted by an Applicant to obtain a Small Cell Use Permit from the City to Collocate a Small Cell Facility and/or to construct, maintain, modify, operate, or replace a Wireless Support Structure.

(3) "Accessory Equipment" means equipment used in conjunction with a Small Cell Facility and generally at the same location of the Small Cell Facility, including, but not limited to, electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs.

(4) "City" means the City of Brunswick.

(5) "Collocation" or "Collocate" means to install, mount, maintain, modify, operate, or replace wireless Facilities on a Wireless Support Structure.

(6) "Design Guidelines" means standards applicable to Small Cell Equipment and Wireless Support Structures in the Right-of-Way, as established in this Chapter.

(7) "Facilities" means Small Cell Facilities, Accessory Equipment, and Wireless Support Structures.

(8) "Facilities Operator" means the person or entity responsible for the installation, operation, maintenance, replacement, and modification of Facilities. Facilities Operator includes:

(A) Operators;

(B) Applicants who applied for consent to Collocate a Small Cell Facility or to construct, maintain, modify, operate, or replace a new Wireless Support

Structure pursuant to Ohio Revised Code Section 4939.031(E) and who have obtained a Small Cell Use Permit; and

(C) Applicants who applied for consent to Collocate a Small Cell Facility or to construct, maintain, modify, operate, or replace a new Wireless Support Structure pursuant to Ohio Revised Code Section 4939.033 and who have obtained a Small Cell Use Permit.

(9) "Historic District" means a building, property or site, or group of buildings, properties or sites that are either of the following:

(A) Listed in the national register of historic places or formally determined eligible for listing by the keeper of the national register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the national register, in accordance with Section VI.D.1.a.i-v of the nationwide programmatic agreement codified at 47 C.F.R. part 1, Appendix C; or

(B) A registered historic district as defined in section 149.311 of the Ohio Revised Code.

(10) "Operator" means a wireless service provider, cable operator, or a video service provider that operates a Small Cell Facility and provides wireless service, including a wireless service provider, cable operator or a video service provider that provides information services as defined in the federal "Telecommunications Act of 1996," 110 State. 59, 47 U.S.C. 153(20), and services that are fixed in nature or use unlicensed spectrum.

(11) "Public Way" or "Right-of-Way" means the surface of, and the space within, through, on, across, above or below, any public street, public road, public highway, public freeway, public lane, public path, public alley, public court, public sidewalk, public boulevard, public parkway, public drive, public easement, and any other land dedicated or otherwise designated for a comparable public use, which is owned or controlled by the City or other public entity or political subdivision.

(12) "Small Cell Facility" means a wireless facility:

(A) That meets both of the following requirements:

(i) Each antenna is located inside an enclosure of not more than six (6) cubic feet in volume or, in the case of an antenna with exposed elements, the antenna and all of its elements can fit within an enclosure of not more than six (6) cubic feet in volume; and

(ii) All other wireless equipment associated with the facility is cumulatively not more than twenty-eight (28) cubic feet in volume. The calculation of equipment volume shall not include electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cables for the connection of power and other services.

(B) That includes a "Small Wireless Facility" which is a type of Small Cell

Facility:

(i) In which each antenna is located within an enclosure of not more than three (3) cubic feet in volume or, in the case of an antenna with exposed elements, the antenna and all of its exposed elements can fit within an enclosure of not more than three (3) cubic feet in volume;

(ii) Where such antenna is associated with a structure: (a) fifty (50) feet or less in height, including the antenna; or (b) that is nor more than ten percent (10%) taller than adjacent structures; or (c) is not extended in height more than ten percent (10%) or to a height exceeding fifty (50) feet, whichever is greater; and

(iii) Which also otherwise satisfies the definition of "Small Wireless Facilities" found in the FCC's Small Cell Order adopted September 26, 2018, FCC 18-133.

(13) "Small Cell Equipment" means a Small Cell Facility and all Accessory Equipment.

(14) "Small Cell Use Permit" means the permit granted by the City authorizing the Applicant to Collocate a Small Cell Facility or to construct, maintain, modify, operate, or replace a Wireless Support Structure in the Right-of-Way.

(15) "Underground Area" means an area in the Right-of-Way where existing electric utilities, cable facilities, telecommunications facilities and other facilities, other than structures and facilities owned by the City or a transit authority, are located underground.

(16) "Wireless Support Structure" means a pole, such as a monopole, either guyed or self-supporting, street light pole, traffic signal pole, a fifteen (15) foot or taller sign pole, or utility pole capable of supporting Small Cell Facilities. As used in this Chapter, "Wireless Support Structure" excludes the following except in connection with a Small Cell Facility, in which case the following are not excepted:

(A) A utility pole or other facility owned or operated by a municipal electric utility; and

(B) A utility pole or other facility used to supply traction power to public transit systems, including railways, trams, streetcars, and trolley buses.

1056.02 GENERAL STANDARDS.

(a) Facilities shall not be installed unless the Facilities are compliant with these Design Guidelines, Chapter 1054 and any Application requirements, and all applicable local, state and federal laws and regulations.

(b) A Facilities Operator shall not construct, maintain, modify, operate, or replace any Facilities not clearly depicted in the Application for a Small Cell Use Permit.

(c) All work shall be performed in a professional manner consistent with the highest standards of workmanship.

(d) Facilities shall be maintained in good and safe condition and in a manner that complies with all applicable local, state and federal laws and regulations.

(e) Facilities shall not be installed in any location that causes any interference with the City's public safety radio system, traffic and emergency signal light system, or other City safety communication systems or system components.

(f) The City may propose an alternative location for proposed Facilities up to one hundred (100) feet from the proposed location or within a distance that is equivalent to the width of the Public Way, whichever is greater. The Facilities Operator shall utilize the alternative location unless the Facilities Operator shows that the alternative location is not technically feasible or would materially inhibit the provision of wireless services by the Facilities Operator within the City.

(g) Facilities shall not interfere with existing or planned street trees.

(h) Signage shall be mounted on all new Facilities providing the Facilities Operator's name, an emergency contact phone number, an information contact number, and all other information required by law. Unless otherwise prohibited by law, signage shall be discreet in color and shall match the Facilities and surrounding area and font size used on the sign shall be no smaller than nine (9) point font and no larger than fourteen (14) point font.

(i) Unless otherwise required by law, all manufacturer stickers and decals shall be removed from the Facilities.

(j) Facilities shall be camouflaged using existing land forms, vegetation, and structures to screen the Facilities from view and to blend in with the surrounding built and natural environment.

(k) The City may require the Facilities Operator to incorporate additional concealment elements before approving an Application. Concealment elements may include, but shall not be limited to, fencing, public art, strategic placement, and placement within existing or replacement street furniture.

(l) Facilities shall not have any flashing lights, sirens or regular noise other than a cooling fan that may run intermittently.

(m) All hardware, including antenna mounting brackets and hardware, antenna mounting posts, cables, shrouds and other equipment mounted shall be painted in a color designated by the City, and the color shall match the Facilities. The City may require the Facilities Operator use a different, non-matching color on a case-by-case basis when the City determines a non-matching color would better fulfill the purposes of these Design Guidelines.

(n) A Facilities Operator shall remove or paint over any graffiti on the Facilities at Facilities Operator's sole expense as soon as practicable, but no later than ten (10) days from the date the Facilities Operator receives notice of the graffiti.

1056.03 SPECIFICATIONS FOR COLLOCATION.

(a) Small Cell Equipment shall not interfere with the primary purpose of a Wireless Support Structure.

(b) Small Cell Equipment to be attached to a Wireless Support Structure shall be attached at least six (6) feet above ground level. If Small Cell Equipment is projecting toward the street then the Small Cell Equipment shall be installed no less than sixteen (16) feet above ground level.

1056.04 ANTENNAS.

(a) Antennas and Accessory Equipment must be capable of fitting within an enclosure not larger than six (6) cubic feet in volume.
(b) Antennas and Accessory Equipment shall not increase the overall height of an existing Wireless Support Structure by more than five (5) feet; provided, however, that the permissible increase in height resulting from Collocation or installation of a Small Wireless Facility on a Wireless Support Structure shall be as provided in Section 1056.01(b)(12).
(c) Antennas mounted on a Wireless Support Structure shall be enclosed inside the Wireless Support Structure whenever possible and otherwise within a canister, shroud, or other enclosure. All Accessory Equipment associated with the antenna shall be concealed and shall not visibly protrude from the shroud or canister.
(d) The width of the canister or other shroud encasing the antenna and Accessory Equipment shall not exceed the width of the narrowest portion of the Wireless Support Structure.
(e) The enclosure or shroud shall be painted to match or complement the Wireless Support Structure.
(f) Antennas shall be installed in a manner that minimizes the visual impact to the general public.
(g) Antennas shall not impair light or views from adjacent window(s).
(h) Antennas located on the exterior of a Wireless Support Structure shall be top-mounted on a Wireless Support Structure. The City may approve a side-mounted antenna if, in the City's judgment, the side-mounted antenna would be more appropriate given the built environment, neighborhood character, overall site appearance or would promote the purposes in these Design Guidelines.

1056.05 WIRELESS SUPPORT STRUCTURE MOUNTED EQUIPMENT.

(a) All Wireless Support Structure mounted Small Cell Equipment other than the antenna(s) and electric meter must be concealed within an equipment cabinet.
(b) Equipment cabinets shall be mounted flush to the Wireless Support Structure.
(c) Equipment cabinets shall be stacked together on the same side of the Wireless Support Structure and oriented away from any windows and doorways to minimize visual impacts thereon.
(d) The equipment cabinets must be non-reflective and painted, wrapped or otherwise colored to match the Wireless Support Structure.

1056.06 GROUND-MOUNTED SMALL CELL EQUIPMENT.

(a) The City shall not approve the proposed location of ground-mounted Small Cell Equipment unless the Applicant:
  (1) Proposes the ground-mounted equipment in connection with a Collocation; and
  (2) Shows that the equipment cannot be feasibly placed on the Wireless Support Structure or in an underground vault.
(b) If technically feasible, Small Cell Equipment should be located in a vault buried underground rather than being ground-mounted. If underground placement is not technically feasible or would materially inhibit the provision of wireless services by the Applicant within the City, ground-mounted Small Cell Equipment shall be contained in a shroud or cabinet.
(c) All ground-mounted Small Cell Equipment shall be installed in a manner that minimizes the visual and ingress/egress impact to the general public.
(d) Ground-mounted Small Cell Equipment shall be placed as far as practicable from pedestrian sidewalks and shall neither block nor be placed within the sidewalk in any way.

1056.07 CABLES.

(a) All cables, conduit and wiring shall be located inside conduits and inside the Wireless Support Structure or an equipment cabinet.
(b) Excess cables and wiring shall not be spooled, coiled or otherwise stored on the exterior of the Wireless Support Structure unless within an enclosure. Cables shall not be externally visible.

1056.08 ELECTRICAL METERS.

(a) Facilities Operators shall use flat-rate electric service when available in order to eliminate the need for a meter.
(b) If a meter is required, then Facilities Operators shall use the smallest and least intrusive electric meter available. If not prohibited by the electric service provider, the electric meter shall be painted to match the Wireless Support Structure.

1056.09 UTILITY LINES.

Service lines shall be underground to avoid additional overhead lines. The underground cables and wires must transition directly into the base of the Wireless Support Structure without any external junction box.

1056.10 SPECIFICATIONS FOR REPLACEMENT OF WIRELESS SUPPORT STRUCTURES.

(a) A Facilities Operator shall be required to replace an existing Wireless Support Structure in the following circumstances:
   (1) The Wireless Support Structure upon which the Applicant has proposed to Collocate Small Cell Equipment is deemed incapable of bearing the added weight of the Small Cell Equipment; or
   (2) An existing Wireless Support Structure is located within one hundred (100) feet or less of the proposed site of a new Wireless Support Structure but the existing Wireless Support Structure is incapable of bearing the additional weight of the Small Cell Equipment.

(b) Designs for replacement of Wireless Support Structures shall be as architecturally similar as possible to the existing Wireless Support Structure to be replaced unless otherwise approved or required by the City.
   (1) All luminaire mast arms shall be the same length, arch, and style as the original luminaire arm, unless otherwise specified by the City.
   (2) The City may require the Facilities Operator to install a new metal Wireless Support Structure rather than a new wood Wireless Support Structure.

(c) The overall height of a replacement Wireless Support Structure, including proposed Collocated antenna, shall not be greater than forty (40) feet in height above ground level; provided, however, that the height of a Wireless Support Structure upon which a Small Wireless Facility is to be mounted shall be as provided in Section 1056.01(b)(12). Notwithstanding the foregoing limitation, the overall height of a replacement Wireless Support Structure, including proposed Collocated antenna, shall not be more than thirty-five (35) feet in height above ground level in any Residential District, so long as there is no Wireless Support Structure or utility pole taller than thirty (30) feet located within three hundred (300) feet of the location of the proposed replacement Wireless Support Structure; provided, however, that if a Small Wireless Facility is to be mounted upon it, the Facilities Operator may request a height consistent with Section 1056.01(b)(12).

(d) All existing signs, traffic signals, emergency signal detection units, video detection cameras, video cameras, crosswalk service buttons, crosswalk signals, and any other pedestrian or traffic devices shall be reinstalled or replaced with new units by the Facilities Operator at no cost to the City.

(e) The concrete Wireless Support Structure foundation for the original Wireless Support Structure shall be removed either partially or completely by the Facilities Operator as instructed by the City.
   (1) If partially removed, the original Wireless Support Structure foundation shall be taken back to a level that is twelve (12) inches below the existing grade and covered with four (4) inches of one-half (1/2) inch to three-quarter (3/4) inch compose of rock material. The remaining eight (8) inches shall be native soil and landscaped with natural vegetation that is the same as the surrounding vegetation.
   (2) If the entire original Wireless Support Structure foundation must be removed, then all foundation materials (concrete, rebar, metals, bolts, etc.) shall be removed.

The type of backfill material and compaction required is:

(A) One-half (1/2) sack slurry for the entire depth in paved areas; and

(B) One-half (1/2) sack slurry for the entire depth except the top twelve (12) inches will be native soil in landscaped areas and landscaped with natural vegetation that is the same as the surrounding vegetation.

1056.11 SPECIFICATIONS FOR NEW WIRELESS SUPPORT STRUCTURES.

(a) New Wireless Support Structures shall be designed and constructed to accommodate at least two (2) sets of Small Cell Equipment on the same Wireless Support Structure.

(b) New Wireless Support Structures shall maintain a distance of three hundred (300) feet from existing monopoles or utility poles.

(c) In Residential Districts, new Wireless Support Structures shall be located at the shared property line between residential parcels where the parcels intersect the Right-of-Way.

(d) In non-Residential Districts, new Wireless Support Structures shall be located between tenant spaces, storefront bays, or adjoining properties at the shared property line where the parcels intersect the Right-of-Way.

(e) New Wireless Support Structures shall not interfere with any metered parking space.

(f) A new Wireless Support Structure shall not be located in front of a building entrance or exit.

(g) The overall height of a new Wireless Support Structure, including proposed Collocated antenna, shall not be greater than forty (40) feet in height above ground level; provided, however, that the height of a new Wireless Support Structure upon which a Small Wireless Facility is to be mounted shall be as provided in Section 1056.01(b)(12). Notwithstanding the foregoing limitation, the overall height of a new Wireless Support Structure, including proposed Collocated antenna, shall not be more than thirty-five (35) feet in height above ground level in any Residential District, so long as there is no Wireless Support Structure or utility pole taller than thirty (30) feet located within three hundred (300) feet of the location of the proposed new Wireless Support Structure; provided, however, that if a Small Wireless Facility is to be mounted upon it, the Facilities Operator may request a height consistent with Section 1056.01(b)(12).

(h) The City may require the Facilities Operator to install a metal Wireless Support Structure rather than a wood Wireless Support Structure.

1056.12 HISTORIC DISTRICT REGULATIONS.

Except antennas, all Small Cell Equipment to be located in the Right-of-Way in Historic Districts shall be located in an underground vault or shall be subject to such reasonable, technologically feasible, and non-discriminatory design or concealment measures as the City may specify, as long as such measures do not have the effect of prohibiting or materially inhibiting the Facilities Operator's provision of reasonable service in the City. Such measures are not

considered part of the Small Cell Facility for purposes of Facility size restrictions in this Chapter or Chapter 1054. A waiver submitted pursuant to Section 1056.13(d) will be considered if the requirements are shown to be technologically feasible.

1056.13 UNDERGROUND AREA REGULATIONS.

(a) Whenever any existing electric utilities, cable facilities, telecommunications facilities or other facilities are located underground within a Public Way in the City, the Facilities Operator must also locate its Facilities underground.
(b) A Facilities Operator may replace an existing Wireless Support Structure or Collocate Small Cell Facilities on an existing Wireless Support Structure even if the Wireless Support Structure is located in an Underground Area.
(c) A Facilities Operator shall not install a new Wireless Support Structure in an Underground Area.
(d) An Operator may apply to the Board of Zoning Appeals for a waiver of the underground placement requirement if the requirements prevent the Operator from achieving its service objective, the requirement has the effect of prohibiting the provision of reasonable service in the City, and the Operator's objective of providing reasonable service in the City cannot be met by placing Facilities at:
    (1) A location in the public Right-of-Way where the prohibition does not apply;
    (2) A utility easement the Operator has the right to access; or
    (3) Other suitable locations or structures made available by the City at reasonable rates, fees and terms.
(e) Submission of a waiver request pursuant to Subsection (d) is subject to the Facilities Operator's agreement to toll timeframes set forth in Section 1054.08(a) of the Code by thirty (30) days.

1056.14 WAIVER.

It is within the reasonable discretion of the City Manager to waive any portion or portions of this Chapter, as permitted or warranted under state and federal law, where strict compliance with such requirements, in the judgment of the City Manager, is not necessary or appropriate to protect the City's interests and the purposes and intent of this Chapter.

1056.15 CONFLICT.

To the extent this Chapter is in conflict with any other provisions of the Codified Ordinances, including, but not limited to Chapter 1052, the provisions of this Chapter shall apply.

1056.16 PENALTIES; EQUITABLE REMEDIES.

(a) Any Facilities Operator or other person or entity acting as the agent of a Facilities

Operator found guilty of violating, disobeying, omitting, neglecting or refusing to comply with any provisions of this Chapter shall be fined not less than One Hundred Dollars ($100.00) nor more than Five Hundred Dollars ($500.00) for each offense. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

(b) If a Facilities Operator fails to comply with these Design Guidelines, Chapter 1054, or the provisions of Chapter 4939 of the Revised Code, the City may terminate the Facility Operator's Small Cell Use Permit.

(c) Nothing in this Chapter shall be construed as limiting any judicial remedies that the City may have, at law or in equity, for enforcement of this Chapter.

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 accommodate requests for Small Cell Facilities filed pursuant to the FCC's Small Cell Order which took effect on January 14, 2019. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading_____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

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

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 9/23/2019

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. 63-19** - An emergency resolution amending Resolution No. 21-17 by increasing the 2019 contract price for the provision of grass/weed mowing, debris clean-up services and branch trimming for 2019. - **1st Reading** (To be brought from Building & Building Code Committee, *Administration/Ryan Lutz*)

BACKGROUND: Resolution 21-17 was passed on April 10, 2017 to award a 3 year contract to Always Green Landscaping, LLC to provide grass/weed mowing, debris clean-up services and branch trimming annually through 2019.

PURPOSE AND EXPLANATION: The purpose is of this legislation is to provide for the contracting of mowing, branch trimming and debris clean up throughout the city for violations of the city through this current growing season. Due to high non-compliance in 2019, an estimated additional $4,000 will be needed to complete this enforcement activity through the end of the growing season this year.

IMPLEMENTATION SCHEDULE: Work is ongoing.

FINANCIAL INFORMATION: - - $4,000 - 001-0880-54261 - -

FINANCIAL SUMMARY: Change Order increase not to exceed $4,000. Funding for this change order is already appropriated and is included in the General Fund under account #001-0880-54261

RECOMMENDED ACTION:

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

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

The request for one reading, Emergency and Suspension of the Rules for this legislation is to allow enforcement of violations to the city code for the rest of the growing season(September and October).

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 63-19

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

AN EMERGENCY RESOLUTION AMENDING RESOLUTION NO. 21-17 BY INCREASING THE 2019 CONTRACT PRICE FOR THE PROVISION OF GRASS/WEED MOWING, DEBRIS CLEAN-UP SERVICES AND BRANCH TRIMMING FOR 2019.

WHEREAS: On April 10, 2017, City Council adopted Resolution No. 21-17 awarding a three (3) year Contract to Always Green Landscaping, LLC to provide grass/weed mowing, debris clean-up and branch trimming for 2017, 2018 and 2019 relative to properties in violation of the City's Property Maintenance Code, in an annual amount not to exceed $23,700.00; and

WHEREAS: Due to high non-compliance in 2019, an estimated additional $4,000.00 will be required to complete enforcement of non-compliant properties in 2019.

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

SECTION 1: That Resolution No. 21-17 is hereby amended to increase the 2019 Contract price for the provision of grass/weed mowing, debris clean-up and branch trimming in an amount not to exceed $27,700.00.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, welfare, and safety and for the additional reason to allow enforcement of non-compliant properties in 2019. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES_____NAYS_____

ATTEST: _____
Clerk of Council
Fijabi Julien-Gallam

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 9/23/2019

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

FROM: Carl S. DeForest, City Manager
Todd Fischer

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 64-19** - An emergency ordinance to advance funds. **- 1st Reading** (To be brought from Finance Committee, *Administration/Todd Fischer*)

BACKGROUND: In order to comply with the Ohio Revised Code Section 5705 and to have money in place, advances may become necessary as certain financial situations arise. An advance is the temporary movement of money from one fund to another fund that will be repaid upon the completion of an anticipated event. The process of advancing funds is audited under the direction of the Auditor of State for compliance every year. Advance legislation is generally presented two to three times a year or more, if deemed necessary.

PURPOSE AND EXPLANATION: See description listed in background (above).

IMPLEMENTATION SCHEDULE: Discuss at the September 23, 2019 Finance Committee meeting and move to the September 23, 2019 Council agenda as an emergency with suspension of the rules.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Advances do not have a financial impact on the City funds as a collective whole. Advances are merely the temporary movement of money from one fund to another to comply with the Ohio Revised Code Section 5705. The advance process is audited by the Auditor of State or independent auditor. Advances are included in the City's adopted budget and are required to be approved by City Council.

RECOMMENDED ACTION:

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

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

Recommended approval as an emergency with suspension of the rules. Emergency clause necessary to allow funding to be in place to administer plans and/or purchase orders for various projects, grants, etc.

ADDITIONAL INFORMATION: None.

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 64-19

By: Mrs. Hanek, Mr. Ousley and Mr. Delsanter

AN EMERGENCY ORDINANCE TO ADVANCE FUNDS

WHEREAS: The City of Brunswick wishes to return previously advanced monies from the FEMA Grant Fund #111 to the General Fund #001 since the grant is completed and federal grant reimbursements have been received.

THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the following funds are hereby advanced:

FROM: FEMA Grant Fund (#111)
TO: General Fund (#001)
AMOUNT: $165,455.00

SECTION 2: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety, welfare, and providing for the usual daily operation of a municipal department, and for the further reason that proper funding sources be advanced. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____AYES _____ NAYS _

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

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 9/23/2019

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

FROM: Carl S. DeForest, City Manager
Todd Fischer

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 65-19** - An emergency ordinance amending Ordinances #89-18, #20-19 and #44-19 to include amendments to the appropriations budget for the year ending December 31, 2019 as incorporated in Exhibit "A" attached hereto. **- 1st Reading** (To be brought from the Finance Committee, *Administration/Todd Fischer*)

BACKGROUND: In order to comply with the Ohio Revised Code Section 5705 any and all activity of the City must be included in the budget. As actual information is obtained and compared to estimates or new items are requested to be added or deleted by the respective departments, it is necessary and required to present the proposed budget amendments to Council for approval. This process is required by law and audited under the direction of the Auditor of State for compliance every year.

PURPOSE AND EXPLANATION: See fiscal section and related attachments for additional information.

IMPLEMENTATION SCHEDULE: Discuss at the September 23, 2019 Finance Committee meeting and move to the September 23, 2019, Council agenda, as an emergency with suspension of the rules.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The total financial impact of this legislation is a net decrease to the overall City appropriation budget by $529,403.24. The largest component of the decrease relates to moving $500,000 dedicated for capital storm water improvements from the 2019 budget to the upcoming 2020 budget proposal. This is suggested so that a larger and needed project can be proposed in the 2020 budget document. All other items may be important, but in terms of dollars, are not significant enough to list out separately in this summary. All proposed amendments are summarized and detailed out with a description in the attached Exhibits.

Exhibit A is the legal document required to be reviewed and adopted by Council pursuant to Ohio Revised Code Section 5705 for these budget amendments to be adopted.

Exhibit B is provided for informational and review purposes only. This document lists out the explanations and amounts for each proposed budget amendment.

It's important to note that this legislation only has budgetary impact and actual expenditures or transfers of City funds and approvals of those expenditures or transfers are still subject to state and local laws.

RECOMMENDED ACTION:

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

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

Recommended approval as an emergency with suspension of the rules. The emergency clause is necessary in order to remain in compliance with the Ohio Revised Code, allow for the daily operations of the City of Brunswick to continue without interruptions and to keep the budget as up-to-date as possible in order to provide accurate accountability to the City's financial readers and interested parties.

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 65-19

By: Mrs. Hanek, Mr. Ousley and Mr. Delsanter

AN EMERGENCY ORDINANCE AMENDING ORDINANCES #89-18, #20-19 AND #44-19 TO INCLUDE AMENDMENTS TO THE APPROPRIATION BUDGET FOR THE YEAR ENDING DECEMBER 31, 2019 AS INCORPORATED IN EXHIBIT "A" ATTACHED HERETO.

WHEREAS: Ordinance #89-18 adopted appropriations for 2019; and Ordinances #20-19 and #44-19, regarding amendments to the 2019 appropriation budget, were previously adopted by Council; and

WHEREAS: "Exhibit A" reflects the appropriations as required by the Ohio Revised Code Section 5705.38(C); and

WHEREAS: The amendments are described in detail and attached hereto as "Exhibit B" for informational purposes only; and

WHEREAS: In order to properly budget in accordance with State law for expenditures presently anticipated it is necessary to amend Ordinances #89-18, #20-19 and #44-19.

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

SECTION 1: Ordinances #89-18, #20-19 and #44-19 are hereby amended to reflect the appropriations as attached hereto and incorporated herein as Exhibit "A."

SECTION 2: That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare, and for the usual daily operation of a municipal government and for the additional reason that Council wishes to maintain accurate appropriations. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____AYES _____ NAYS _____

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

EXHIBIT A

September 23, 2019

Fund Number	Fund Name / Department	Personal Service	Other	Total
General Fund				
001	General Fund			
	City Council	169,031.00	86,331.00	$ 255,362.00
	Mayor	95,241.00	87,424.00	$ 182,665.00
	City Manager	179,463.00	144,922.00	$ 324,385.00
	Information Technologies	158,683.00	338,349.00	$ 497,032.00
	Engineering	22,665.00	315,951.00	$ 338,616.00
	Building Department	318,982.00	239,503.00	$ 558,485.00
	Cemetery Maintenance	-	20,150.00	$ 20,150.00
	Janitorial Contract	-	21,627.00	$ 21,627.00
	City Hall Building & Grounds	16,950.00	54,515.00	$ 71,465.00
	Administrative Services	121,153.00	87,235.00	$ 208,388.00
	Economic Development	105,737.00	191,631.80	$ 297,368.80
	Animal Control	71,591.00	66,669.00	$ 138,260.00
	Law Department	178,787.00	266,719.00	$ 445,506.00
	Finance Department	239,470.00	217,773.00	$ 457,243.00
	Income Tax Department	188,518.00	210,759.00	$ 399,277.00
	Parks & Recreation Director	86,980.00	64,973.00	$ 151,953.00
	General Fund Administration	-	1,028,875.40	$ 1,028,875.40
	Planning Division/Community Development	46,714.00	30,026.00	$ 76,740.00
	Board of Building Appeals	388.00	1,206.00	$ 1,594.00
	Board of Zoning Appeals	2,724.00	5,895.00	$ 8,619.00
	Board of Civil Service	13,723.00	25,840.00	$ 39,563.00
	Board of Ethics	3,040.00	2,375.00	$ 5,415.00
	Board of Commemorative Affairs	-	21,500.00	$ 21,500.00
	General Fund Transfers / Advances	-	19,854,703.17	$ 19,854,703.17
001	Total General Fund	$ 2,002,625.00	$ 22,814,311.00	$ 25,404,792.37
Special Revenue Funds:				
110	Court Computerization Fund	10,011.00	17,690.00	$ 27,701.00
111	FEMA Grant Fund	-	168,688.00	$ 168,688.00
114	Police Fund	4,209,923.00	4,294,261.04	$ 8,504,184.04
115	Fire Fund	2,342,940.00	2,810,013.66	$ 5,152,953.66
117	Street Repair & Maintenance Fund	1,119,506.00	2,223,209.73	$ 3,342,715.73
118	State Highway Fund	-	153,535.94	$ 153,535.94
119	Law Enforcement Fund	-	1,000.00	$ 1,000.00
120	Brunswick Transit Alternative (BTA) Fund	-	53,000.00	$ 53,000.00
121	RLF / CDBG Fund	-	5.51	$ 5.51
123	Brunswick Area Television (BAT) Fund	135,476.00	220,427.00	$ 355,903.00
127	Parks Fund	210,081.00	415,215.00	$ 625,296.00
129	Department of Justice Federal Grant Fund	-	61,870.34	$ 61,870.34
130	DUI Enforcement & Education Fund	-	7,000.00	$ 7,000.00
131	Recreation Center Fund	469,523.00	676,093.00	$ 1,145,616.00
133	Home Improvement Grant Fund (CDBG)	-	14,020.40	$ 14,020.40
Enterprise Funds:				
223	Refuse Fund	64,009.00	2,663,538.00	$ 2,727,547.00
224	Storm Water Management Fund	29,962.00	1,347,741.04	$ 1,377,703.04
Capital Improvement Funds:				
300	General Permanent Improvement Fund	-	332,550.00	$ 332,550.00
332	Road Levy Fund	-	2,709,720.47	$ 2,709,720.47
333	Road Improvement Fund	-	3,397,465.03	$ 3,397,465.03
334	Traffic Control Fund	-	-	$ -
335	Public Square Fund	-	-	$ -
336	City Building Improvement Fund	-	408,502.74	$ 408,502.74

337	EPA Grant Fund	-	400,000.00	$	400,000.00
339	Fire Improvement Fund	-	-	$	-
341	Park Improvement Fund	-	78,500.00	$	78,500.00
347	North Carpenter Road Improvement Fund	-	10,141,618.79	$	10,141,618.79
348	Boston Road Improvement Fund	-	93,519.24	$	93,519.24
360	Brunswick Lake Improvement Fund	-	40,575.00	$	40,575.00
367	OPWC Hadcock Rd Reconstruction Fund	-	-	$	-
368	OPWC Grafton Road Improvement Fund	-	660,324.74	$	660,324.74
369	OPWC Center Road Resurfacing Fund	-	-	$	-
370	OPWC Multi Roads Improvement Fund	-	799,682.96	$	799,682.96
371	OPWC Laurel Road Improvement Fund	-	1,227,600.00	$	1,227,600.00
Self Insurance Fund:					
600	Self Insurance Fund	-	3,011,360.00	$	3,011,360.00
Debt Service Funds:					
771	General Obligation Bond Retirement Fund	-	-	$	-
780	Special Assessment BRF: Grafton Phase III	-	567.91	$	567.91
781	Special Assessment BRF: South Industrial Parkway	-	108,125.00	$	108,125.00
782	Special Assessment BRF: Laurel Road (2006)	-	43,337.50	$	43,337.50
783	Special Assessment BRF: Brunswick Lake - Dam	-	18,948.79	$	18,948.79
784	Special Assessment BRF: Brunswick Lake - Dredging	-	11,826.19	$	11,826.19
Agency Funds:					
881	General Trust Agency Fund	-	938,399.00	$	938,399.00
882	Unclaimed Money Agency Fund	-	20,000.00	$	20,000.00
885	Flexible Spending Agency Fund	-	160,000.00	$	160,000.00
886	Non-Residential 3% Building Permit Agency Fund	-	25,000.00	$	25,000.00
887	Residential 1% Building Permit Agency Fund	-	10,000.00	$	10,000.00
			Grand Total	$	73,761,155.39

City of Brunswick, Finance Office

"Exhibit B" : Schedule of Amendments to the Permanent Budget #3 - For informational purposes only

For the Budget Year Ending December 31, 2019

9/23/2019

Fund Name / Account Name	Account Number	Appropriation Adjustment Amount	Description
General (#001)			
JAIL COSTS	001-0200-54234	(3,100.00)	Unecumbered funds not expected to be needed in 2019.
E.D. INDUCEMENT PROGRAM	001-0490-54285	(50,000.00)	Certain economic inducment grant thresholds were not met or no longer needed for 2019.
PROFESSIONAL SERVICES - LAW	001-0600-54233	(11,000.00)	Closing out of prior year purchase order and thus budget is also no longer needed.
INSURANCE	001-0880-54272	(9,124.60)	Amount not expected to be needed and would still allow a $10,000 deductible claim for remainder of the year.
CAPITAL OUTLAY - PLANNING	919-0900-56252	(1,500.00)	No longer anticipate purchasing software identified for Planning in the 2019 budget.
General Fund Total		**(74,724.60)**	
Fire Fund (#115/952)			
RESCUE COLLECTION FEES	115-0510-54260	2,795.00	Increase of $43,000 in EMS fee revenue with an offset of 6.5% cost of collection. Remainder to be set aside for future capital purchase (ambulance).
EMS SUPPLY GRANT	115-0510-55255	2,765.00	New EMS grant award for July 1, 2019 - Dec 31, 2019.
CAPITAL OUTLAY	952-0510-56252	40,205.00	Increase in estimated EMS fee revenue net of collection to be set aside for future capital purchase (ambulance).
Fire Fund Total		**45,765.00**	
Rec. Center Fund (#131)			
NO MEDICAL COVERAGE	131-0830-52225	350.00	Reallocate $350 to no medical coverage from hospitalization. Employee did not change insurance upon qualifying event.
HOSPITALIZATION	131-0830-52275	(16,072.00)	Appropriations no longer needed as a result of employee(s) passing on an eligible qualifying event. Reallocate $350 to no medical coverage.
CREDIT CARD FEES	131-0830-53216	(1,000.00)	Credit Card Fees less than anticipated in first 8 months of 2020.
INSURANCE	131-0830-54272	(2,000.00)	Remaining amount not sufficient to cover deductible if one occurs. Thus reduce excess that will go unusued if no deductible is charged.
Rec. Center Total		**(18,722.00)**	
Stormwater Management Fund (#224)			
PROJ SET ASIDE (Grant matches) - No debt	224-0420-56000	(500,000.00)	2019 project money to be moved to a bigger project for 2020. A large stormwater project is expected to be included in the 2020 budget proposal.
Stormwater Management Enterprise Fund Total		**(500,000.00)**	
OPWC Grafton Road Improvement Fund (#368)			
CONSTRUCTION	368-0477-56881	2,764.45	Prior year po was closed causing the PY budget carryover to also be reduced. Budget needs to be re-added since grant and project is still active.
ENGINEERING	368-0477-56883	513.91	Prior year po was closed causing the PY budget carryover to also be reduced. Budget needs to be re-added since grant and project is still active.
Total OPWC Grafton Road Improvement Fund		**3,278.36**	
Non Residential (3%) Assessment State Fee Fund (#886)			
3% ASSESSMENT STATE FEE	886-0010-53798	15,000.00	Increase estimated receipts and expenses by same amount as a result of new middle school project.
Non Residential (3%) Assessment State Fee Fund Total		**15,000.00**	

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 9/23/2019

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

FROM: Carl S. DeForest, City Manager
Carl S. DeForest

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 66-19 -** An emergency resolution amending Resolution NO. 16-19 to update the project cost and obligate local match funds relative to a Clean Ohio Funds Grant application to the Ohio Department of Natural Resources for the Plum Creek Greenway Phase 1 Project. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Carl DeForest*)

BACKGROUND: On January 30, 2019, City Council passed Resolution 16-19 authorizing the City Manager to submit a Clean Ohio Funds Grant application to the Ohio Department of Natural Resources for the Plum Creek Greenway Phase 1 project. The application has been submitted and reviewed by the Ohio Department of Natural Resources (ODNR). ODNR noted that the original resolution lacked a commitment to obligate the local funds necessary to complete the project. Further, it was noted that the fund will not cover any trail rehabilitation work; therefore, the original application will be revised to omit this work. This resulted in the total cost and local match amounts changing. The total cost is now $402,000 and the City's match is $100,500 (25%).

PURPOSE AND EXPLANATION:

IMPLEMENTATION SCHEDULE: Effective upon passage.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The local funds for this project will come from the Capital Improvement Fund #300 (account #300-2019-56700). The grant portion to fund this project will need to be appropriated once a grant agreement is received and the grant requirements have been read and understood. At the time this legislation was put together a grant agreement had not yet been received.

RECOMMENDED ACTION:

One Reading	Yes
Two Readings	No
Three Readings	No

Emergency	Yes
Suspension of Rules	Yes

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

It is requested that this be passed as an emergency with suspension of the rules to allow for the noted revisions be forwarded to ODNR to comply with established timelines.

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. ___66-19_____

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION AMENDING RESOLUTION NO. 16-19 TO UPDATE THE PROJECT COST AND OBLIGATE LOCAL MATCH FUNDS RELATIVE TO A CLEAN OHIO FUNDS GRANT APPLICATION TO THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR THE PLUM CREEK GREENWAY PHASE 1 PROJECT.

WHEREAS: The Ohio Department of Natural Resources offers a Clean Ohio Trails Funds Grant (the "Grant"), which requires a 25% local match;

WHEREAS: On January 30, 2019, Council adopted Resolution No. 16-19 authorizing the City Manager to submit a Clean Ohio Funds Grant Application to the Ohio Department of Natural Resources for the Plum Creek Greenway Phase 1 Project (the "Project"), the total cost of which was preliminarily estimated at $545,000.00; and

WHEREAS: The total cost estimate of the Project has been determined at $402,000.00, which would require a local match in the amount of $100,500.00.

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

SECTION 1: The City Manager is hereby authorized to submit a Clean Ohio Funds Grant Application to the Ohio Department of Natural Resources for the Plum Creek Greenway Phase 1 Project.

SECTION 2: That the City agrees to obligate necessary local match funds in the amount of $100,500.00 in the event the Grant funds are awarded for the Project, subject to formal execution of a Grant Agreement.

SECTION 3: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, welfare, and safety and for the additional reason that this Resolution must be submitted to the Ohio Department of Natural Resources as soon as possible to proceed with the Grant Application review. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

RULES SUSPENDED: AYES_____ NAYS_____

ADOPTED: _____ AYES_____NAYS_____

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