BRUNSWICK CITY
PLANNING & ZONING COMMITTEE

Agenda

NOVEMBER 25, 2019
6:30 PM
In Caucus Room

1. Discussion Items

   (a) **ORD. NO. 85-19** - An ordinance rezoning PPN 003-18C-08-012 from the R-R Rural Residential District to the R-L Low Density Residential District. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

   (b) **ORD. NO. 86-19** - An ordinance rezoning the Northwest 1.65 acres of PPN 003-18C-08-015 from the C-G General Commercial District to the R-L Low Density Residential District. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

   (c) **RES. NO. 94-19** - An emergency resolution authorizing the City Manager to enter into an agreement with the Ohio Department of Natural Resources for the Plum Creek Recreation, Conservation and Flood Control Project. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Matt Jones*)

2. General Discussion

3. Adjournment

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 11/25/2019

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. 85-19** - An ordinance rezoning PPN 003-18C-08-012 from the R-R Rural Residential District to the R-L Low Density Residential District. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: Pursuant to Section 6.02(c) of the City Charter, the Brunswick City Planning Commission held a public hearing on November 7, 2019, and recommended approval to City Council of the map amendment to rezone the 49.5843-acre parcel located west and south of 1918 Pearl Road, Brunswick, and south of the Laurel Glens Subdivision, Permanent Parcel No. 003-18C-08-012, from the existing R-R Rural Residential District to the R-L Low Density Residential District, for the purpose of constructing a single family cluster development consisting of 50 conventional single family dwellings and 27 single family cluster units, for a total of 77 homes (attached as Exhibit "A").

PURPOSE AND EXPLANATION: As required by Section 6.02(c)(1) of the City Charter, City Council approval is required to rezone the subject property.

IMPLEMENTATION SCHEDULE: First reading on November 25, 2019.

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 of the rezoning.

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

November 8, 2019

Thom Sutcliffe
Drees Homes
6860 W. Snowville Road, Suite 105
Brecksville, OH 44141

RE: Ridgeline Chase single family cluster development
Rezoning from R-R & C-G Districts to R-L District
West and south of 1918 Pearl Road, south of Laurel Glens Subdivision

Dear Mr. Sutcliffe:

The Brunswick City Planning Commission, at their meeting on November 7, 2019, **recommended approval** to City Council of the map amendment to rezone the 49.5843-acre parcel located west and south of 1918 Pearl Road, Brunswick, and south of the Laurel Glens Subdivision, Permanent Parcel No. 003-18C-08-012, from the existing R-R Rural Residential District to the R-L Low Density Residential District. The Commission also recommended approval to City Council to rezone 3.2 acres in the northwest corner of the existing 9.0464-acre parcel located at 2000 Pearl Road, Brunswick, Permanent Parcel No. 003-18C-08-015, from the existing C-G General Commercial District to the R-L Low Density Residential District, for the purpose of constructing a single family cluster development consisting of 50 conventional single family dwellings and 27 single family cluster units, for a total of 77 homes, subject to the following:

1. As required by Section 6.02(c)(1), City Council approval is required to rezone the property. The first of three readings on the proposed legislation is scheduled for City Council's meeting on November 25, 2019. Please contact Fijabi Gallam at (330) 558-6845 for meeting times.

2. Pending approval of the rezoning, a detailed site plan and conditional zoning certificate application, including park fees and home model elevations, shall be submitted for Planning Commission approval, pursuant to Section 1252.04(j), subject to Section 1274.03 and Chapter 1284 of the Zoning Code.

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

Sincerely,

Pamela Plavecski,
Planning & Zoning Coordinator

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

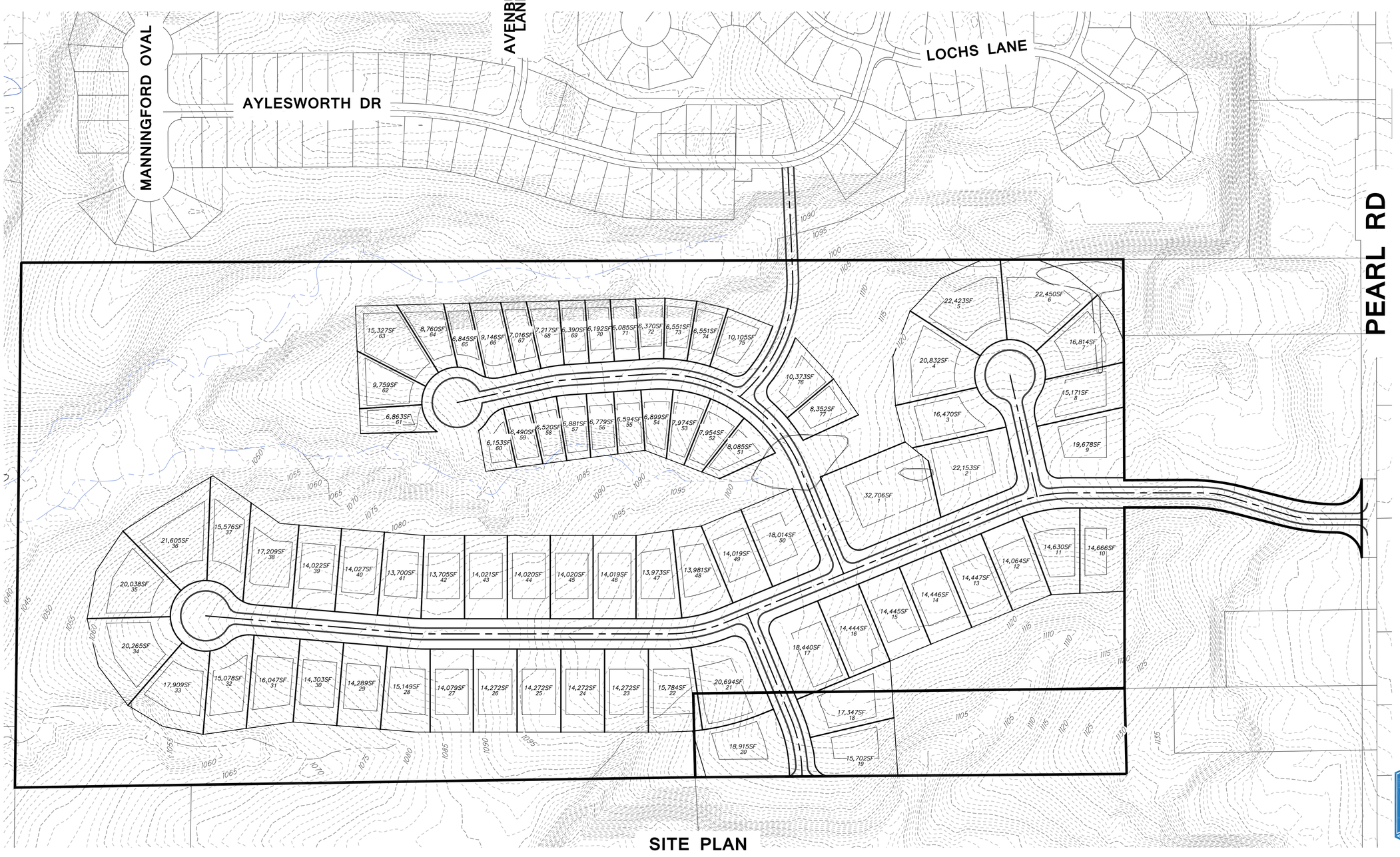
SITE PLAN
FOR RIDGELINE CHASE
CITY OF BRUNSWICK, COUNTY OF MEDINA
AND STATE OF OHIO

DREES-BRUNSWICK LAND DEVELOPMENT

CITY OF BRUNSWICK, MEDINA COUNTY, STATE OF OHIO

CONTROLLED DENSITY PRD: 60' SUBLOT PROJECT AREA

	SINGLE FAMILY	CLUSTER	TOTAL
DWELLING UNITS:	50	27	77
SETBACKS:			
-FRONT YARD:	40'	50'	
-SIDE YARD:	10'	5'	
-REAR YARD:	35'	15'	
-MIN AREA:	13,600 SQ.FT.	6,000 SQ.FT.	



SITE PLAN

TGC Engineering, LLC
1310 SHARON COPLEY ROAD, P.O. BOX 37
SHARON CENTER, OHIO 44274
(PHONE) 330.590.8004 (FAX) 888.820.8423

RIDGELINE CHASE
REZONING EXHIBIT

PROJECT NUMBER
2104

DATE
2019-09-27

1
1

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CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 85-19

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

AN ORDINANCE REZONING PPN 003-18C-08-012 FROM THE R-R RURAL RESIDENTIAL DISTRICT TO THE R-L LOW DENSITY RESIDENTIAL DISTRICT.

WHEREAS: Upon application of the property owner to rezone the property known as PPN 003-18C-08-012 from the R-R Rural Residential District to the R-L Low Density Residential District, on November 7, 2019, the Planning Commission held a public hearing on the requested rezoning; and

WHEREAS: On November 7, 2019, the Planning Commission voted to recommend approval to City Council of the proposed rezoning of the property known as PPN 003-18C-08-012 from the R-R Rural Residential District to the R-L Low Density Residential District.

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

SECTION 1: That upon application of the property owner, the property known as PPN 003-18C-08-012 is hereby rezoned from the R-R Rural Residential District to the R-L Low Density Residential District.

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

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

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

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

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 11/25/2019

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. 86-19** - An ordinance rezoning the Northwest 1.65 acres of PPN 003-18C-08-015 from the C-G General Commercial District to the R-L Low Density Residential District. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: Pursuant to Section 6.02(c) of the City Charter, the Brunswick City Planning Commission held a public hearing on November 7, 2019, and recommended approval to City Council of the map amendment to rezone 3.2 acres in the northwest corner of the existing 9.0464-acre parcel located at 2000 Pearl Road, Brunswick, Permanent Parcel No. 003-18C-08-015, from the existing C-G General Commercial District to the R-L Low Density Residential District, for the purpose of constructing the Ridgeline Chase single family cluster development.

However, on November 18, 2019, the owner of the property at 2000 Pearl Road decided to retain ownership of the existing ravine on his property, instead of selling it, thus, resulting in a reduction of 1.65 acres being rezoned to the R-L District (attached as Exhibit "A").

PURPOSE AND EXPLANATION: As the revised rezoning differs from the Planning Commission's approval recommendation on November 7, 2019, pursuant to Section 6.02(c)(5) of the City Charter, the rezoning will require approval of five (5) members of City Council.

IMPLEMENTATION SCHEDULE: First reading on November 25, 2019.

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 approval.

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

November 8, 2019

Thom Sutcliffe
Drees Homes
6860 W. Snowville Road, Suite 105
Brecksville, OH 44141

RE: Ridgeline Chase single family cluster development
Rezoning from R-R & C-G Districts to R-L District
West and south of 1918 Pearl Road, south of Laurel Glens Subdivision

Dear Mr. Sutcliffe:

The Brunswick City Planning Commission, at their meeting on November 7, 2019, **recommended approval** to City Council of the map amendment to rezone the 49.5843-acre parcel located west and south of 1918 Pearl Road, Brunswick, and south of the Laurel Glens Subdivision, Permanent Parcel No. 003-18C-08-012, from the existing R-R Rural Residential District to the R-L Low Density Residential District. The Commission also recommended approval to City Council to rezone 3.2 acres in the northwest corner of the existing 9.0464-acre parcel located at 2000 Pearl Road, Brunswick, Permanent Parcel No. 003-18C-08-015, from the existing C-G General Commercial District to the R-L Low Density Residential District, for the purpose of constructing a single family cluster development consisting of 50 conventional single family dwellings and 27 single family cluster units, for a total of 77 homes, subject to the following:

1. As required by Section 6.02(c)(1), City Council approval is required to rezone the property. The first of three readings on the proposed legislation is scheduled for City Council's meeting on November 25, 2019. Please contact Fijabi Gallam at (330) 558-6845 for meeting times.

2. Pending approval of the rezoning, a detailed site plan and conditional zoning certificate application, including park fees and home model elevations, shall be submitted for Planning Commission approval, pursuant to Section 1252.04(j), subject to Section 1274.03 and Chapter 1284 of the Zoning Code.

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

Sincerely,

Pamela Plavecski,
Planning & Zoning Coordinator

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

AMENDED REZONING EXHIBIT

FOR

RIDGELINE CHASE

CITY OF BRUNSWICK, COUNTY OF MEDINA
AND STATE OF OHIO

LAUREL RD

NEWKIRK DR

LOCKMORE LANE

BAYTHORN WAY

AVENBURY LANE

MANNINGFORD OVAL

AYLESWORTH DR

LOCHS LANE

PEARL RD

FUTURE ESSON PARCEL

PPN: 00318C08012
DAVID CHARLES & CHARLES THOMAS &
MICHAEL JOHN & JOHN JOSEPH ESSON
49.58 AC
TO BE REZONED

FUTURE SCHADE
PARCEL

425'

168'

169'

425'

PPN: 00318C08015
SCHADE FAMILY LAND MANAGEMENT LLC
9.04 AC

PORTION OF
PPN: 00318C08015
1.65 AC
TO BE REZONED

TGC Engineering, LLC
1310 SHARON COPLEY ROAD, P.O. BOX 37
SHARON CENTER, OHIO 44274
(PHONE) 330.590.8004 (FAX) 888.820.8423

SCALE (IN FEET)
1 inch = 150 ft.
0 75 150 300

N

RIDGELINE CHASE
REZONING EXHIBIT

PROJECT NUMBER
2104

DATE
2019-11-19

1
1

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CITY OF BRUNSWICK, OHIO
ORDINANCE NO. _____

BY:

AN ORDINANCE REZONING THE NORTHWEST 1.65 ACRES OF PPN 003-18C-08-015 FROM THE C-G GENERAL COMMERCIAL DISTRICT TO THE R-L LOW DENSITY RESIDENTIAL DISTRICT.

WHEREAS: Upon application of the property owner to rezone the northwest 3.2 acres of the property known as PPN 003-18C-08-015 from the C-G General Commercial District to the R-L Low Density Residential District, on November 7, 2019, the Planning Commission held a public hearing on the requested rezoning;

WHEREAS: On November 7, 2019, the Planning Commission voted to recommend approval to City Council of the proposed rezoning of the northwest 3.2 acres of the property known as PPN 003-18C-08-015 from the C-G General Commercial District to the R-L Low Density Residential District;

WHEREAS: Subsequent to Planning Commission's approval recommendation of the proposed rezoning of the northwest 3.2 acres of the property known as PPN 003-18C-08-015, the property owner requested a reduction in the acreage to be rezoned from 3.2 acres to 1.65 acres; and

WHEREAS: Pursuant to Charter Section 6.02(c)(5), no ordinance, measure or regulation which differs from or departs from the plan or report submitted by the Planning Commission shall take effect unless passed or approved by at least five (5) Members of Council.

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

SECTION 1: That upon application of the property owner, the northwest 1.65 acres of the property known as PPN 003-18C-08-015 is hereby rezoned from the C-G General Commercial District to the R-L Low Density Residential District.

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

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

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

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

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 11/25/2019

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. 94-19** - An emergency resolution authorizing the City Manager to enter into an agreement with the Ohio Department of Natural Resources for the Plum Creek Recreation, Conservation and Flood Control Project. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Matt Jones*)

BACKGROUND: New legislation request

PURPOSE AND EXPLANATION: The project will facilitate the improvement of the Plum Creek and Brunswick Lake watershed through removal of deteriorated pipe culverts, repair of a breach in the water quality basin located immediately upstream of Brunswick Lake, and planting of vegetation along the shoreline of Plum Creek.

IMPLEMENTATION SCHEDULE: This project will commence in winter/spring 2020 and be completed by June 30, 2020.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: This project is being funded by a $200,000 appropriation in HB 529. $196,000 being distributed to the City for project costs, whereas $4,000 being retained by ODNR. This grant is currently not included in the 2020 budget proposal. It would require a budget amendment to include the estimated grant receipts and appropriations to authorize grant related purchase orders. It may also require additional advance legislation to temporarily fund this project until the City is reimbursed with grant proceeds at a later date. These pieces of legislation cannot be submitted until the 2020 budget document is approved and effective. From reading through the attachment and to stay consistent with the accounting structure of the State of Ohio, the Finance Director is recommending that the grant activity be budgeted in the City-wide Park Improvement Fund #341.

RECOMMENDED ACTION:

One Reading	Yes
Two Readings	No

Three Readings	No
Emergency	Yes
Suspension of Rules	Yes

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

It is requested that legislation is passed by emergency measure with suspension of the rules for the immediate preservation of the public peace, property, health, safety, or welfare, and providing for the usual daily operation of a municipality, and for the further reason that this project may commence and be completed in summer 2020.

ADDITIONAL INFORMATION:

Capital Improvement Community Park, Recreation/Conservation Project
Pass Through Grant Agreement
Ohio Department of Natural Resources

This Community Recreation/Conservation Project Pass Through Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the State of Ohio, Department of Natural Resources, (hereinafter referred to as "State" or "ODNR"), acting by and through its director, pursuant to Sections 154.17, 154.22 and 1501.01 of the Ohio Revised Code and House Bill No. 529, 132nd General Assembly of the State of Ohio and the City of Brunswick, an Ohio political subdivision (hereinafter referred to as "Grantee") acting by and through its authorized representative.

Notices: All notices, demands, requests, consents, approvals and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email, and shall be respectively addressed as follows:

(a) with respect to ODNR:

Ohio Department of Natural Resources
Office of Real Estate
2045 Morse Road, E2
Columbus, Ohio 43229
Attn: Program Manager
Email: timothy.robinson@dnr.state.oh.us

(b) with respect to the Project Grantee:

City of Brunswick
4095 Center Road
Brunswick, OH 44212
Attn: Consulting City Engineer
Email: mjones@cvelimited.com

Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses appearing above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above. If delivery cannot be made at any address designated for notices, a notice shall be deemed given on the date on which delivery at such address is attempted.

Pursuant to House Bill No. 529, the 132nd General Assembly of the State of Ohio has appropriated funds in the amount of Two Hundred Thousand Dollars ($200,000.00) to make a grant to the Grantee for the costs associated with the construction of a park and recreation or conservation facility in appropriation item C725E2, more fully described in as 'Plum Creek Recreation, Conservation, and Flood Control Project', (hereinafter referred to as "Project"). Furthermore, $4,000.00 of the total Project appropriation will be used by the ODNR for the administration of the Project. The Project reference number is **MEDI-010C**.

The General Assembly has identified the Parks and Recreation Improvement Fund (Fund 7035), created and existing under Section 154.22(F) of the Revised Code, as the fund from which these monies will be disbursed.

Pursuant to ORC Chapter 154 and Article VIII Section 2i of the Ohio Constitution, capital facilities lease-appropriation bonds (the "Bonds") have been or will be issued by the Ohio Treasurer of State (the "Treasurer") for the purpose of paying the "costs of capital facilities" including acquiring,

constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping and furnishing capital facilities for parks and recreation, all as defined and described in ORC Section 154.01(K). A portion of those Bond proceeds will be used by ODNR to provide funding to the Grantee for the Project under this Agreement. Because ODNR is funding the Project with proceeds of those Bonds, ODNR requires that the Grantee make certain representations, warranties and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described or provided in this Agreement, in order to comply with federal and state laws, regulations and rules relating to those Bonds and the projects funded with proceeds of those Bonds.

NOW, THEREFORE, for the purposes of providing the funds to the Grantee pursuant to House Bill No. 529 of the 132nd General Assembly, the parties hereto covenant and agree as follows:

1. **FUNDING AMOUNT**. ODNR agrees to provide the Grantee One Hundred Ninety-Six Thousand Dollars ($196,000.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. Four Thousand Dollars ($4,000.00) of the amount appropriated for the Project will be retained by ODNR to cover administrative cost. In no event shall ODNR's payment to Grantee exceed One Hundred Ninety-Six Thousand Dollars ($196,000.00). Funds for this Project have been released by the Controlling Board as of _____, and encumbered by Contract Encumbrance Record Number _____ and are so certified by the Director of Budget and Management on _____. Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code. Any funds provided under this Agreement that are not spent shall be returned in full to the State.

2. **PROJECT DESCRIPTION**. The Grantee shall use the grant funds for 'Plum Creek Recreation, Conservation, and Flood Control', a project to develop recreation and conservation improvements to Plum Creek in the City of Brunswick, OH, all as more fully described in Exhibit A attached hereto.

3. **COMMENCEMENT AND TERMINATION DATES**. This Agreement commences on the date that it is approved by the Director of ODNR (the "Effective Date") and will, unless otherwise earlier terminated as provided herein, expire on the later of: i) 15 years from the date of Project completion (or Project acquisition if the Project is solely real property acquisition); or ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the "Term"). Grantee shall complete the Project on or before June 30th, 2020.

4. **NO RESTRICTIONS OF RECORD**. The Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the property as described on Exhibit B attached hereto, on which the Project will be located and developed as a public parks and recreation or conservation facility (the "Property"). The Grantee represents that it is the fee simple owner, or has a lease or cooperative use agreement with a term longer than the Term hereof, on the Property and that the only restrictions of record with respect to the Property are (a) any state of facts which an accurate survey might show, (b) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property and (c) all matters of record pertaining to the Property, including dedicated public rights-of-way and the items identified on said Exhibit B, 'Boundary Map'.

The Grantee hereby represents and warrants that there are not now, and Grantee shall not cause there to be, any restrictions of record with respect to the Project or Property, including without

limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the Property as a public parks and recreation or conservation facility.

5. **CONSTRUCTION SERVICES**. The Grantee represents that it will contract for all construction services for the Project, and will provide construction administration. The Grantee shall have the full authority to contract with third parties for the design and construction of the Project. The Grantee shall secure all necessary permits and licenses for the Project. The Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline.

6. **OPERATION, MAINTENANCE, AND UPKEEP**. The Grantee shall be solely responsible for the operation, maintenance, and upkeep of the Project, and shall take all actions reasonably necessary to ensure that the Project is available to the public for the intended parks and recreation or conservation purpose during the Term. Failure to comply with this provision or any other provision of this Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODNR to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x) the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds over (y) the total number of months that the Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODNR, and ODNR shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission ("OPFC").

7. **REMITTANCES**. If for any reason funds acquired through this Agreement are required to be paid, repaid or remitted to the State of Ohio, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:

   Ohio Treasurer of State
   30 East Broad Street, 9th Floor
   Columbus, Ohio 43215

8. **COPY WITH REMITTANCE**. Any such remittance shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to ODNR.

9. **CONVEYANCE OF INTEREST IN PROJECT TO ODNR.** As security for the performance of the Grantee's obligations under this Agreement, the Grantee hereby conveys to ODNR an interest in the Property, consisting of the right to use and occupy the Property and the facilities funded in whole or in part with grant funds under this Agreement upon default of this Agreement by the Grantee. This interest shall be in effect during the Term of this Agreement. The Grantee hereby acknowledges and agrees that ODNR may assign or convey such right to use and occupy such facilities to the OPFC or such other State agency selected by ODNR, and Grantee does hereby consent to such assignment or conveyance. In addition, ODNR has entered into a lease with OPFC relating to the Bonds and the Project; provided that so long as Grantee shall not default under this Agreement, such lease shall not affect the Project or the use thereof. ODNR acknowledges that, absent a default by Grantee, ODNR has no right to use or occupy the Property or Project. ODNR shall have the right during the Term hereof to enter upon the Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.

10. **PROHIBITION AGAINST DISPOSITION.** The Grantee shall not dispose of all or any part of the Project funded by ODNR through the Term of this Agreement without the prior written consent of ODNR and OPFC. All notices, demands, requests, consents, approvals and other communications to OPFC shall be addressed as follows:

    Ohio Public Facilities Commission
    30 East Broad Street, 34th Floor
    Columbus, Ohio 43215
    Attn: Assistant Secretary

11. **WAIVER OF LIABILITY**. On and after the date of this Agreement, the Grantee agrees not to seek any determination of liability against ODNR, OPFC, the Treasurer or any department, agency or official of the State in the case of claim or suit arising from the Project including acquisition of property or any future condition, construction, operation, maintenance or use of property or facilities which may be developed in relation to the Project. The Grantee forever releases and waives any and all claims, demands and causes of action it may ever possess or assert against ODNR and its employees, agents, officials and attorneys arising from, or relating to, the Project.

12. **INSURANCE.** Unless otherwise agreed by ODNR, the Grantee shall maintain, or cause to be maintained, at no cost to the State, commercial general liability insurance and property insurance, including, if applicable, builder's risk insurance, to insure ODNR, OPFC, the Treasurer and the State in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and for bodily injury, property damage, personal injury, advertising injury and employer's liability exposures of the Grantee. Unless otherwise agreed by ODNR, such insurance shall remain in force at all times from the Effective Date hereof through the Term of this Agreement.

    Instead of providing the general liability and property insurance above, the Grantee may name ODNR, OPFC, the Treasurer and the State as additional insured and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under ORC Sections 2744.08 or 2744.081, respectively, and operated by or on behalf of the Grantee, in order to meet the insurance requirements set forth herein.

13. **BONDED AND INSURED EMPLOYEES AND AGENTS**. Prior to release of advance funds by ODNR, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.

14. **PUBLIC FUNDS COMPLIANCE**. The Grantee will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management and accountability in relation to public funds. All funds received by Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. If the Grantee is a political subdivision of the State, grant funds shall be held in compliance with Chapter 135 of the Ohio Revised Code.

15. **REPORTS AND RECORDS**. The Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODNR and OPFC for a period of not less than eighteen (18) years after the date of

Project closeout. These reports and records shall include a description of the Project, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and vendor information. The Grantee acknowledges that the Auditor of State and other departments, agencies and officials of the State may audit the Project at any time, including before, during and after completion. The Grantee agrees that any costs of audit by the Auditor of State or any other department, agency or official of the State will be borne exclusively by and paid solely by Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time. Grantee will be solely responsible for all costs associated with audit.

16. **RESTRICTIONS ON EXPENDITURES**. The Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds granted under this Agreement and intends to comply fully with same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement are expended in accordance with all applicable laws, rules and requirements.

17. **DETERMINATION OF INELIGIBILITY**. If it is determined by an audit by the Auditor of State or any department, agency or official of the State or other agency or entity with legal audit authority that any Project expense is ineligible, or not properly documented, the Grantee will repay that amount in full to the State.

18. **NO FINDING FOR RECOVERY**. The Grantee represents and warrants to the ODNR that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. The Grantee agrees that if this representation or warranty is determined by ODNR to be false, this Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

19. **UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT**. The Grantee will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), Stat. 1894 (1970), and Ohio Revised Code Chapter 163 for all real property acquisitions, and where applicable will assure that these requirements have been complied with for the Project, using funds provided by the legislature in House Bill No. 529 of the 132nd General Assembly.

20. **PROJECT NONDISCRIMINATION.** The Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap or disability on the same terms and conditions.

21. **EMPLOYMENT NONDISCRIMINATION**. The Grantee shall not discriminate against any employee or applicant for employment, because of race, color, religion, national origin, ancestry, sex, age, military status, handicap or disability. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, sex, handicap or disability. Such action will include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the State setting forth the provisions of this non-discrimination clause.

22. **ODNR RIGHT TO TERMINATE**. ODNR reserves the right to terminate this Agreement and to recover any funds distributed by the Grantee to contractors or other payees in violation of the terms of this Agreement if the Grantee is determined by ODNR to be unable to proceed with the Project, or if Grantee violates any of the terms herein.

23. **LEGAL, FEDERAL TAX, AND OTHER COMPLIANCE**. The Grantee will assure that monies expended under this Agreement are spent in conformity with the intent and purpose of the appropriation, the limitations on use set forth in the bill containing the appropriation, and Chapter 154 of the Ohio Revised Code and all other laws that apply to expenditure of monies by the Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2001-012, then the Grantee shall report the funds it acquires through this Agreement as a separate column identified in a manner consistent with the Project description in appropriation item C725E2. If Grantee is not required to submit the aforementioned report, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be sent to the address provided in Auditor of State Bulletin 2001-012.

    The Grantee agrees to comply with all applicable federal, state and local laws and regulations, in the conduct of the Project and acknowledges that its employees are not employees of ODNR with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wage and overtime provisions, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Ohio revenue and tax laws, Ohio Workers' Compensation Act and Ohio unemployment compensation law.

    The Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. The Grantee shall repay ODNR any funds improperly expended. Additionally, the Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds, the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to operating expenses) and are not used to refund or otherwise refinance existing debt of the Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. The Grantee agrees to consult with OPFC if the Grantee is uncertain as to what expenditures are eligible to be financed with funds provided under this Agreement.

24. **CONSTRUCTION CONTRACT COMPLIANCE**. Grantee represents that it will comply with the Executive Order of the Governor of Ohio regarding equal employment and that it will include in any construction contracts for the Project provisions for compliance with the terms and conditions of the Copeland Anti-Kick Back Act, 18 U.S.C. §874, as the same are supplemented by regulations promulgated by the U.S. Department of Labor in 29 CFR, Part 3.

25. **MODIFICATION**. This Agreement may be modified if agreed to in writing by both parties.

26. **ETHICS CERTIFICATION**. The Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no

action inconsistent with those laws The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.

27. **SEVERABILITY**. Each provision hereof shall be separate and independent and the breach of any provision by either party hereto shall not discharge or relieve the other party from its obligations to perform each and every covenant to be performed by it hereunder. If any provisions hereof (or the application thereof to any person, firm or corporation or to any circumstances) shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement (or the application of such invalid provision to such persons, firms or corporations or circumstances other than those as to which it is invalid or unenforceable), shall not be affected thereby, and said provisions hereof shall be valid and enforceable to the fullest extent permitted by law.

28. **MISCELLANEOUS.**

a. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

b. Waiver. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.

c. Successors and Assigns. Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of ODNR.

e. Conflict. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

f. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

g. Execution. This Agreement is not binding upon ODNR unless executed in full.

h. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

i. Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

29. **TIME IS OF THE ESSENCE**. Time is of the essence in this Agreement.

30. **OPEN TRADE**: Pursuant to R.C. § 9.76 (B) the Grantee warrants that the Grantee is not boycotting any jurisdiction with whom the State can enjoy open trade, including Israel, and will not do so during the contract period.

IN TESTIMONY WHEREOF, the Grantee and ODNR have caused this Agreement to be executed by their respective duly authorized officers.

FOR THE GRANTEE:

CITY OF BRUNSWICK

_____
Signature

Printed Name: _____

Printed Title: _____

FOR THE STATE OF OHIO, ODNR:

_____
Steven Gray

Assistant Director

Ohio Department of Natural Resources

Date: _____

ATTORNEY CERTIFICATION

Community Park, Recreation, or Conservation Project Number: **MEDI-010C**

I, _____ [name and title], acting as attorney for the City of Brunswick ("Grantee"), and for the reliance of the Ohio Department of Natural Resources, do certify that from my examination of the Capital Improvement Community Park Recreation or Conservation Project — Pass Through Grant Agreement (the "Agreement") and my knowledge of Grantee's organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio. Grantee is a legally constituted public entity with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the signing officer, the Agreement, in my opinion, is a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee's acceptance of the Agreement and the signing officer's execution thereof, ____ has _____ has not* been authorized by the governing body of Grantee, or has otherwise been authorized by grantee's charter. (Resolution or Ordinance No. _____, dated _____, 201__).

*If "has not" is checked, please indicate the reason. _____

_____

_____

Legal Counsel for Grantee _____
(Signature)

Printed Name of Legal Counsel _____

Address _____

_____

_____

Registration Number _____

EXHIBIT A

PROJECT INFORMATION PACKAGE

Forms and requested materials (maps, etc.) on pages 3-11 comprise the '**Project Information Package**'. Please complete all forms on pages 3-11 and send with all other requested materials on pages 3 -11 (only) to the address below. This is the first step in the project coordination process.

Tim Robinson
ODNR
Office of Real Estate
2045 Morse Road, E2
Columbus, Ohio 43229-6693

☑ **BASIC INFORMATION**

1. Awarded Project Sponsor: City of Brunswick
2. Address, including zip code:

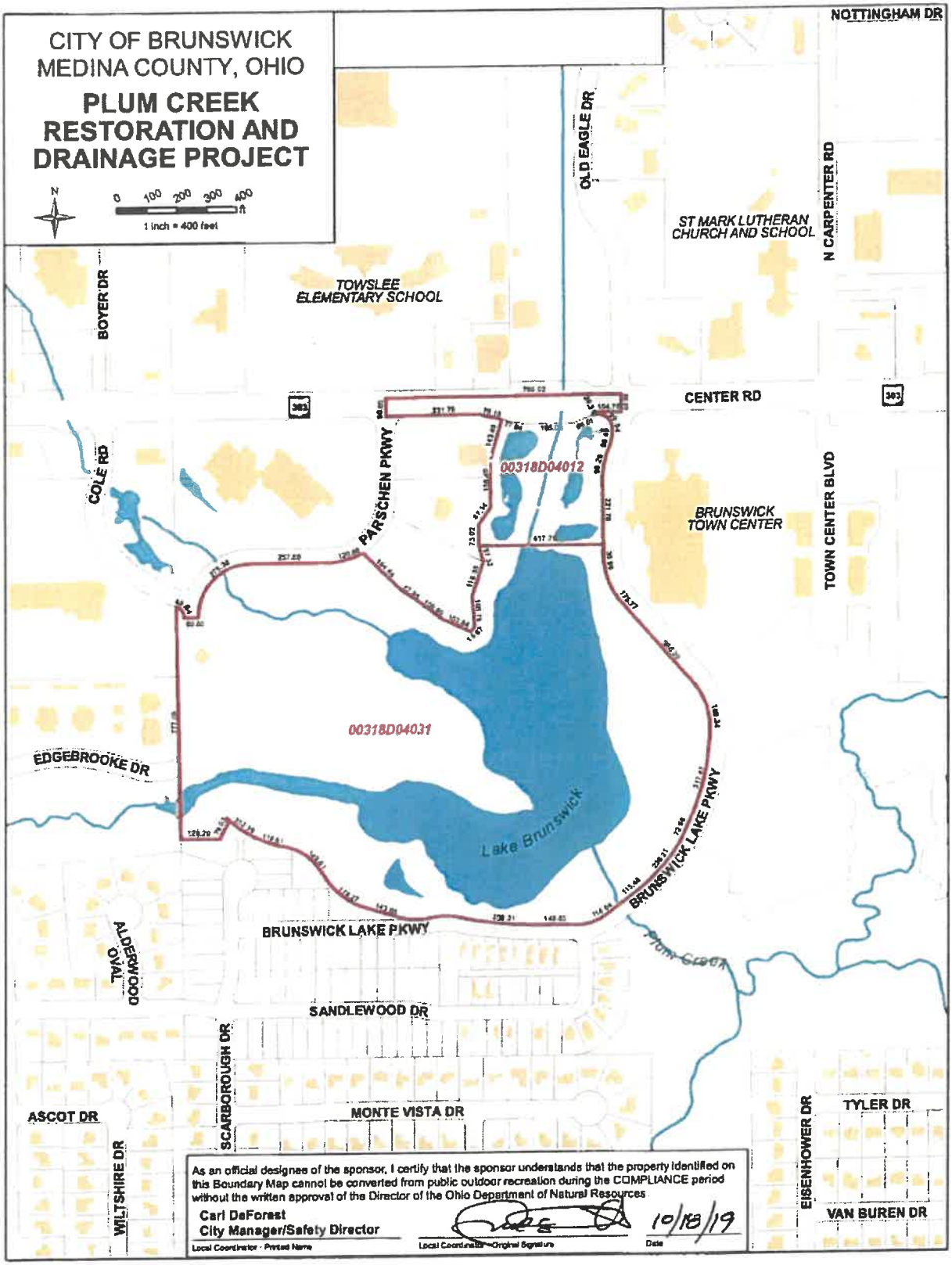
   City of Brunswick Municipal Center
   4095 Center Road
   Brunswick, Ohio 44212

3. Tax Identification Number: 34-6006433
4. Telephone Number: 330-225-9144
5. Contact Person & Title: Matt Jones, P.E. - Consulting City Engineer
6. Email: mjones@cvelimited.com
7. Telephone Number: 330-558-6830
8. Brief Description of Project:

   The Plum Creek Restoration and Drainage Project will improve the water quality of Plum Creek in 3 ways. The first is by removing an impediment, concrete culverts, to Plum Creek. The second way is by repairing a breach to a storm water basin that presently allows the free flow of storm water into Plum Creek. The third way is with the planting of vegetation along the shoreline of Plum Creek.

   This project will improve conservation opportunities to the public by their ability to view robust wetland areas by the planting and bank restoration of various areas located around Plum Creek along with improving water quality and sediment control to areas downstream.

EXHIBIT B


CITY OF BRUNSWICK
MEDINA COUNTY, OHIO
PLUM CREEK RESTORATION AND DRAINAGE PROJECT
N
0 100 200 300 400 ft
1 inch = 400 feet
NOTTINGHAM DR
OLD EAGLE DR
N CARPENTER RD
ST MARK LUTHERAN CHURCH AND SCHOOL
TOWSLEE ELEMENTARY SCHOOL
BOYER DR
CENTER RD
303
COLE RD
PARSCHEN PKWY
00318D04012
BRUNSWICK TOWN CENTER
TOWN CENTER BLVD
00318D04031
EDGEBROOKE DR
Lake Brunswick
BRUNSWICK LAKE PKWY
ALDERWOOD OVAL
SANDLEWOOD DR
SCARBOROUGH DR
ASCOT DR
MONTE VISTA DR
WILTSHIRE DR
TYLER DR
EISENHOWER DR
VAN BUREN DR
As an official designee of the sponsor, I certify that the sponsor understands that the property identified on this Boundary Map cannot be converted from public outdoor recreation during the COMPLIANCE period without the written approval of the Director of the Ohio Department of Natural Resources
Carl DeForest
City Manager/Safety Director
Local Coordinator - Printed Name
Local Coordinator - Original Signature
10/18/19
Date

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 94-19

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

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR THE PLUM CREEK RECREATION, CONSERVATION AND FLOOD CONTROL PROJECT.

WHEREAS: Pursuant to House Bill No. 529, the Ohio General Assembly has appropriated funds in the amount of $200,000.00 for the Plum Creek Recreation, Conservation and Flood Control Project.

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

SECTION 1: That the City Manager, with the approval of the Law Director, is hereby authorized and directed to enter into an Agreement with the Ohio Department of Natural Resources for the Plum Creek Recreation, Conservation and Flood Control Project.

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 as the Project needs to be completed on or before June 30, 2020. 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