



BRUNSWICK CITY COUNCIL AGENDA

Brian Ousley At-Large	Alex Johnson At-Large	Michael Abella Jr. Ward 1	Kenneth Fisher Law Director	Anthony Bales City Manager	Ron Falconi Mayor	Barbara Ortiz Council Clerk	Patricia Hanek At-Large	Joseph Salzgeber Ward 3	Anthony Capretta Ward 4	Nicholas Hanek Ward 2
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Administration Representatives

SEPTEMBER 12, 2016

1. Prayer and Pledge of Allegiance
2. Roll Call of Members
3. Correspondence
4. Approval of regular Council Meeting Minutes dated July 25, 2016.
 - (a) Council Meeting Minutes dated July 25, 2016.
5. Mayor's Report:
 - (a) Mayor's Court Financial Report for the months ending July 2016 and August 2016 will be posted on the website and added to the minutes for the record;
 - (b) Recognition of Hunger Action Month;
 - (c) Auditor of State Award for Distinction presented to the City of Brunswick;
 - (d) Mayor's Update
6. Clerk of Council's Report
7. Council Committee Reports:

Economic Development.....Mr. Johnson

Services, Utilities, Technology & Cable.....Mr. Salzgeber

(32) Services Committee Meeting Minutes dated July 14, 2016

Finance Committee.....Mrs. Hanek

(33) Finance Committee Meeting Minutes dated July 25, 2016

Safety & Environment.....Mr. Hanek

Planning & Zoning Committee.....Mr. Ousley

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

Building & Building Code Committee.....Mr. Capretta
8. Other Boards and Commissions
 - (a) Committee of the Whole Meeting Minutes dated July 18, 2016

- (b) Committee of the Whole Meeting Minutes dated July 25, 2016
9. Petitions from the Public on Legislation
10. Reading of Legislation and Action on Legislation:

a. 3rd Reading(s)

RES. NO. 47-16 - A resolution authorizing the Interim City Manager to enter into an agreement with the Environmental Conditioning Systems for the replacement of the hot water tank at the Brunswick Community Recreation & Fitness Center in an amount not to exceed \$37, 944.00 - **3rd Reading** (Parks, Recreation & Community Committee, *Administration/John Piepsny*)

b. 2nd Reading(s)

c. 1st Reading(s)

- (a) **ORD. NO. 56-16** - An emergency ordinance authorizing the Acting City Manager to enter into a purchase and sale agreement with Sanctuary Health, LLC for the sale of municipal real property - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Chief DeForest*)

ORD. NO. 57-16 - An emergency ordinance to approve the editing and inclusion of certain ordinances as components of the Codified Ordinances; to provide for the adoption of new legislation in the updated revised Codified Ordinances; and to repeal ordinances in conflict therewith - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Barb Ortiz*)

ORD. NO. 58-16 - An emergency Ordinance amending Section 880.07(b) of the City of Brunswick Codified Ordinances for conformity with Ohio Revised Code Chapter 718 - **1st Reading** (To be brought from Finance Committee, *Administration/Todd Fischer*)

RES. NO. 59-16 - An emergency resolution authorizing the Acting City Manager to enter into an agreement with Mr. Excavator, Inc. for the construction of the Bruce Drive Stormwater Improvement Project in an amount not to exceed \$25,870.00 - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Matt Jones*)

RES. NO. 60-16 - An emergency resolution authorizing the Medina County Department of Planning Services to award a contract to Set in Stone Contracting, LLC, the lowest and best bidder, to construct the Judita Drive Reconstruction Project, Phase 2, in an amount not to exceed \$79,470.00 to be funded as provided herein - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Matt Jones*)

RES. NO. 61-16 - An emergency resolution of intent to appropriate two (2) non-exclusive, perpetual emergency access easements consisting of approximately 0.53 and 0.28 acres from and through portions of property owned by HD Development of Maryland, Inc. identified as PPN 003-18D-04-008 to provide emergency access for the first responders to property owned by the City of Brunswick (PPN 003-18D-04-024) - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

11. City Manager's Report
12. Administrative Departments
13. Open Forum
14. Unfinished Business
15. New Business
 - (a) Liquor Stock Permit for Walgreen Co, DBA Walgreens 05431, 1337 Pearl Road, Brunswick, Ohio 44212 notated for the record.
16. Adjournment

CITY OF BRUNSWICK, OHIO

MINUTES OF COUNCIL

MONDAY, JULY 25, 2016

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.

AT THIS TIME THE MAYOR ASKED FOR A MOMENT OF SILENCE ON BEHALF OF THE PASSING OF AN EMPLOYEE, MARY CONWAY.

ROLL CALL OF MEMBERS: ROLL CALL SHOWED THE FOLLOWING COUNCIL MEMBERS PRESENT: BRIAN OUSLEY, ALEX JOHNSON, ANTHONY CAPRETTA, PATRICIA HANEK, NICHOLAS HANEK, JOSEPH SALZGEBER AND COUNCIL CLERK BARB ORTIZ, MAYOR RON FALCONI.

PATRICIA HANEK MOVED TO EXCUSE MICHAEL ABELLA JR. WITH JUST CAUSE, SECONDED BY ALEX JOHNSON. ROLL CALL - AYES - 6, BRIAN OUSLEY, ALEX JOHNSON, ANTHONY CAPRETTA, PATRICIA HANEK, NICHOLAS HANEK, JOSEPH SALZGEBER. NAYS - 0. MOTION CARRIED.

CORRESPONDENCE: THERE WAS NONE.

APPROVAL OF REGULAR COUNCIL MEETING MINUTES DATED JULY 11, 2016 AND SPECIAL COUNCIL MEETING MINUTES DATED JULY 18, 2016.

PATRICIA HANEK MOVED TO ADOPT THE COUNCIL MEETING MINUTES DATED JULY 11, 2016 AND SPECIAL COUNCIL MEETING MINUTES DATED JULY 18, 2016 AS WRITTEN, SECONDED BY BRIAN OUSLEY. ROLL CALL - AYES - 6, BRIAN OUSLEY, ALEX JOHNSON, ANTHONY CAPRETTA, PATRICIA HANEK, NICHOLAS HANEK, JOSEPH SALZGEBER. NAYS - 0. MOTION CARRIED.

MAYOR'S REPORT:

Proclamation in support of the American Legion #234 Poppy Drive September 2-4, 2016:

Mayor Falconi presented a proclamation to the American Legion #234 to endorse their Poppy Drive on September 2-4, 2016.

Recognition of Rocky River Watershed Council, Boy Scout Troop 517 and Girl Scouts of North East Ohio Troop 90502:

Certificates were given out from the Mayor on behalf of the City of Brunswick to those that went out of their way to clean up the streams and waterways in Brunswick.

CLERK OF COUNCIL'S REPORT: MRS. ORTIZ NOTED THAT THERE WERE MANY LEGITIMATE CHARITABLE ORGANIZATIONS THAT CALLED ON THE PHONE AND ASKED FOR DONATIONS. HOWEVER, THERE WERE ALSO SOME THAT WERE SCAMS. THE ATTORNEY GENERAL'S OFFICE PUT OUT A FEW POINTS TO KEEP IN MIND THAT IF THE CALLER DOES THESE THINGS IT WAS MOST LIKELY A SCAM. SOME OF THE SCAM ITEMS MENTIONED WERE; IF IT WAS A VAGUE CLAIM ABOUT A CAUSE, IF THEY USE A SIMILAR TO A WELL KNOWN ORGANIZATION'S NAME BUT MAYBE NOT EXACTLY THE SAME NAME, PROVIDED LITTLE OR NO DETAILED INFORMATION, IF THEY REFUSED TO ANSWER ANY OF YOUR QUESTIONS, IF THEY REFUSED TO PROVIDE A CALL-BACK NUMBER, MANY TIMES IF MAY LOOK LIKE IT WAS A FAIRLY LOCAL CALL BUT IF THEY USE THE INTERNET IT COULD BE FROM ANYWHERE AROUND THE WORLD, THEY COULD DEMAND IMMEDIATE PAYMENT, THEY MAY ASK FOR PAYMENTS VIA WIRE TRANSFER OR PREPAID CARDS, OR THEY MAY ASK FOR A PAYMENT TO AN INDIVIDUAL INSTEAD OF AN ORGANIZATION.

COUNCIL COMMITTEE REPORTS:

Economic Development.....Mr. Johnson:

Alex Johnson had no report this evening.

Services, Utilities, Technology & Cable.....Mr. Salzgeber:

Joseph Salzgeber had no formal report tonight.

Finance Committee.....Mrs. Hanek:

Patricia Hanek met earlier tonight and moved Ordinance No. 55-16 to tonight's agenda. There was no formal report.

Safety & Environment.....Mr. Hanek:

Nicholas Hanek moved to adopt the formal report dated July 11, 2016 as written, seconded by Anthony Capretta. Roll Call - Ayes - 6, Brian Ousley, Alex Johnson, Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Planning & Zoning Committee.....Mr. Ousley:

Brian Ousley had no formal report this evening.

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

In Michael Abella Jr.'s absence, Anthony Capretta moved to adopt the formal reports dated June 6 and July 11, 2015 as written, seconded by Joseph Salzgeber. Roll Call - Ayes - 6, Brian Ousley, Alex Johnson, Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

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

Anthony Capretta moved to adopt the formal minutes dated July 11, 2016 as writ seconded by Brian Ousley. Roll Call - Ayes - 6, Brian Ousley, Alex Johnson, Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

OTHER BOARDS AND COMMISSIONS: PATRICIA HANEK MOVED TO ADOPT THE COMMITTEE-OF-THE-WHOLE MEETING MINUTES DATED JULY 11, 2016 AS WRITTEN, SECONDED BY JOSEPH SALZGEBER. ROLL CALL - AYES - 6, BRIAN OUSLEY, ALEX JOHNSON, ANTHONY CAPRETTA, PATRICIA HANEK, NICHOLAS HANEK, JOSEPH SALZGEBER. NAYS - 0. MOTION CARRIED.

PETITIONS FROM THE PUBLIC ON LEGISLATION: THERE WAS NONE.

READING OF LEGISLATION AND ACTION ON LEGISLATION:

3RD READING(S)

ORD. NO. 40-16 - An Ordinance approving the Phase 4 detailed site plan for The Reserve at Autumn Creek Subdivision Special Planning District No.3 - **3rd Reading** (Planning & Zoning Committee, Administration/Grant Aungst):

ORD. NO. 40-16 - Brian Ousley moved to adopt, seconded by Patricia Hanek. Roll Call - Ayes - 6, Brian Ousley, Alex Johnson, Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Mr. Jones stated that this was for approval of the detailed site plan for The Reserve at Autumn Creek Subdivision Phase 4. This was the fourth of five phases. The City was currently working its way through the approval process of this administratively.

ORD. NO. 41-16 - An Ordinance approving the Phase 4 final plat for The Reserve at Autumn Creek Subdivision Special Planning District No. 3, subject to final engineering approval and any other conditions imposed by Council - **3rd Reading** (Planning & Zoning, Administration/Grant Aungst):

ORD. NO. 41-16 - Brian Ousley moved to adopt, seconded by Patricia Hanek. Roll Call - Ayes - 6, Brian Ousley, Alex Johnson, Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Mr. Jones noted that this was a companion to Ordinance No. 40-16. This was to approve the final plat that followed the same thing approved as the preliminary plat for this subdivision.

RES. NO. 43-16 - A Resolution authorizing the City Manager to enter into an agreement with Old Dominion Brush Co., Inc. for the purchase of a trailer mounted leaf vacuum for the Service Department in an amount

not to exceed \$46,776.50 - **3rd Reading** (Services, Utilities, Technology & Cable Committee, Administration/Paul Barnett):

RES. NO. 44-16 - Joseph Salzgeber moved to adopt, seconded by Nicholas Hanek. Roll Call - Ayes - 6, Brian Ousley, Alex Johnson, Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Mr. Barnett informed that this legislation was to purchase a new leaf vacuum trailer mounted. This was very similar to the ones the City currently had. It was to replace one that was basically worn out.

RES. NO. 44-16 - A resolution authorizing the City Manager to enter into an agreement with Jack Doheny Companies for the purchase of a truck mounted sewer cleaner for the Service Department in an amount not to exceed \$322,515.60 - **3rd Reading** (Services, Utilities, Technology & Cable Committee, Administration/Paul Barnett):

RES. NO. 44-16 - Joseph Salzgeber moved to adopt, seconded by Nicholas Hanek. Roll Call - Ayes - 6, Brian Ousley, Alex Johnson, Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Mr. Barnett stated this was to replace an outdated piece of equipment. The City will be getting rid of the old piece.

2ND READING(S)

RES. NO. 47-16 - A resolution authorizing the Interim City Manager to enter into an agreement with the Environmental Conditioning Systems for the replacement of the hot water tank at the Brunswick Community Recreation & Fitness Center in an amount not to exceed \$37, 944.00 - **2nd Reading** (Parks, Recreation & Community Committee, Administration/John Piepsny):

RES. NO. 47-16 - Mr. Capretta moved this resolution to a third reading.

1ST READING(S)

(a) **RES. NO. 50-16** - An emergency resolution appointing an Acting City Manager/Safety Director - **1st Reading** (To be brought from Committee of-the-Whole, Administration/Ken Fisher)

RES. NO. 50-16 - Patricia Hanek moved to suspend the rules, seconded by Nicholas Hanek. Roll Call - Ayes - 6, Brian Ousley, Alex Johnson, Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Mr. Fisher this resolution appoints Police Chief Carl DeForest as Acting City Manager/Safety Director pursuant to Section 4.06 of the Brunswick City Charter. This was retroactive to June 27, 2016 and approved compensation and vacation terms as stated therein.

Patricia Hanek moved to adopt, seconded by Brian Ousley. Roll Call - Ayes - 6, Alex Johnson, Joseph Salzgeber, Nicholas Hanek, Patricia Hanek, Brian Ousley and Anthony Capretta. Nays - 0. Motion

Carried.

- (b) **ORD. NO. 51-16** - An Ordinance establishing the position of Part-Time Manager of Information and Public Communications - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Acting City Manager*)

ORD. NO. 51-16 - Patricia Hanek moved to suspend the rules, seconded by Joseph Salzgeber. Roll Call - Ayes - 6, Brian Ousley, Alex Johnson, Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Mr. Fisher advised this established a part-time position of the Manager of Information and Public Communications. It was on first reading with the suspension of the rules, if and fact six votes were voted, it would take effect within thirty days after tonight.

Joseph Salzgeber moved to adopt, seconded by Joseph Salzgeber. Roll Call - Ayes - 6, Nicholas Hanek, Brian Ousley, Joseph Salzgeber, Anthony Capretta, Alex Johnson and Patricia Hanek. Nays - 0. Motion Carried.

- (c) **ORD. NO. 52-16** - An Ordinance establishing the pay range for the position of Part-Time Manager of Information and Public Communications - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Acting City Manager*)

ORD. NO. 52-16 - Patricia Hanek moved to suspend the rules, seconded by Nicholas Hanek. Roll Call - Ayes - 6, Brian Ousley, Alex Johnson, Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Mr. Fisher stated this was the companion ordinance to Ordinance No. 51-16. This established the pay range for the new part-time position of Manager of Information and Public Communications. Also, with six votes the three reading rule will be suspended and the ordinance will go into effect thirty days from tonight.

Patricia Hanek moved to adopt, seconded by Alex Johnson. Roll Call - Ayes - 6, Patricia Hanek, Joseph Salzgeber, Brian Ousley, Nicholas Hanek, Anthony Capretta, and Alex Johnson. Nays - 0. Motion Carried.

RES. NO. 54-16 - An emergency resolution authorizing the City Manager and City Engineer to submit an application to the Ohio Public Works Commission for a \$600,000.00 Issue 1 Grant - **1st Reading** (To be brought from Committee-of-the-Whole Meeting, *Administration/Matt Jones*):

RES. NO. 54-16 - Patricia Hanek moved to suspend the rules, seconded by Joseph Salzgeber. Roll Call - Ayes - 6, Brian Ousley, Alex Johnson, Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Mr. Jones noted this would authorize the City to submit a \$600,000 application for an Ohio Public Works Commission Issue 1 Grant for the Grafton Road reconstruction project phase IV. This will be between Hadcock Road and Judy Lane. This project will an approximate \$1.3 million project. The City was hoping to

perform this project next year.

Patricia Hanek moved to adopt, seconded by Joseph Salzgeber. Roll Call - Ayes - 6, Alex Johnson, Joseph Salzgeber, Nicholas Hanek, Patricia Hanek, Brian Ousley and Anthony Capretta. Nays - 0. Motion Carried.

ORD. NO. 55-16 - An emergency Ordinance amending Ordinances #93-15, #8-16 and #30-16 to include amendments to the appropriations budget for the year ending December 31, 2016 as incorporated in Exhibit A attached hereto- **1st Reading** (To be brought from Finance Committee, *Administration/Todd Fischer*):

ORD. NO. 55-16 - Patricia Hanek moved to suspend the rules, seconded by Joseph Salzgeber. Roll Call - Ayes - 6, Brian Ousley, Alex Johnson, Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Mr. Fischer stated earlier this evening the proposed budget amendments were discussed with the Finance Committee. From time to time the City had these budget amendments come up to keep the budget as current and up-to-date as possible. The total of the amendments was a reduction of about \$330,000 and some change. The main reductions were due to the fact that the City was no longer going to be a partner with Medway. Also, the City achieved a decent amount of savings in the refuse contract. He will speak to that in more detail in the staff report. In order to get these in place as soon as possible an emergency with the suspension of rules was required.

Patricia Hanek moved to adopt, seconded by Joseph Salzgeber. Roll Call - 6, Anthony Capretta, Alex Johnson, Joseph Salzgeber, Nicholas Hanek, Patricia Hanek, and Brian Ousley. Nays - 0. Motion Carried.

CITY MANAGER'S REPORT: CHIEF DEFOREST WISHED TO RECOGNIZE SOME VOLUNTEERS TONIGHT THAT GIVE BACK TO THE CITY. SEVERAL MONTHS AGO HE WAS INVOLVED IN A MEETING WITH THE BRUNSWICK ROTARY CLUB. THEY DID SOME RESEARCH TO IDENTIFY SOME PROJECTS IN THE LOCAL AREA THAT THEY COULD HELP THE COMMUNITY. THEY PROMISED TO DO A FUNDRAISER TO SUPPLY SIX AUTOMATIC EXTERNAL DEFIBRILLATORS TO THE DIVISION OF POLICE. THE ROTARY CLUB FOLLOWED THROUGH WITH THEIR PROMISE AND RAISED APPROXIMATELY \$12,000 TO SUPPLY SIX AED. THEY WERE NOW AVAILABLE FOR PATROL. NOW THE DIVISION OF POLICE HAD 8 AEDS TO USE AS FIRST RESPONDERS. HE THANKED THE BRUNSWICK ROTARY CLUB FOR THEIR HARD WORK. HE MENTIONED THAT THESE WERE PEOPLE THAT HELPED THEM HELP OTHERS. IF ANYONE WAS INTERESTED IN THE ROTARY, THEY HAD MEETINGS EVERY THURSDAY MORNING AT 7:30 A.M. AT THE BRUNSWICK RECREATION CENTER. AGAIN, THEY DID THINGS TO GIVE BACK TO THE COMMUNITY.

HE POINTED OUT SINCE COUNCIL WILL NOT BE MEETING UNTIL SEPTEMBER HE WISHED TO MENTION A FEW MORE ITEMS. SCHOOL STARTED ON AUGUST 17 AND THE TRAFFIC LIGHTS WILL FLASH AT THE BEGINNING OF THE DAY, THE MIDDLE OF THE DAY AND THE AFTERNOON. THE TRAFFIC SPEED LIMIT BY THE SCHOOLS WILL BE 20 MPH. HE PROMISED THAT THIS WAS SOMETHING THAT THE DIVISION OF POLICE ENFORCED. HE ASKED FOR EVERYONE TO PLEASE PAY ATTENTION, ESPECIALLY IN THE EARLY MORNING HOURS WHEN CHILDREN WERE GOING TO THEIR BUS STOPS OR WALKING TO SCHOOL.

ANOTHER EVENT HAPPENING LOCALLY WAS THE MS RIDE THAT USED TO BE CALLED PEDAL TO THE POINT. IT WAS NOW CALLED BUCKEYE BREAKAWAY. THIS STARTED AT THE BRUNSWICK RECREATION CENTER ON AUGUST 6 AT 6:30 A.M. IF YOU HAVE NEVER BEEN TIED UP WITH 2,000 BIKES HE WOULD SUGGEST TO STAY

HOME UNTIL ABOUT 7:30 A.M. IT STARTED IN BRUNSWICK AND WENT TO ASHLAND UNIVERSITY TO RAISE MONEY FOR NATIONAL MULTIPLE SCLEROSIS FOUNDATION. THEY RETURNED THE AFTERNOON OF AUGUST 7, 2016 GOING DOWN HADCOCK ROAD GOING INTO THE BACK WAY TO THE SCHOOL. HE ASKED EVERYONE TO BE COGNIZANT OF MANY CYCLISTS OUT THAT WEEKEND.

HE REMINDED EVERYONE THAT HERITAGE FARM WAS OPEN FOR FARMER'S MARKET EVERY SUNDAY FROM 11:00 TO 2:00 P.M. HERITAGE FARM WAS LOCATED AT 4613 LAUREL ROAD. THE FARMER'S MARKET WILL RUN THROUGH OCTOBER 14, 2016.

IN ADDITION, HE REMINDED EVERYONE THAT THERE WAS INFORMATION ON THE WEBSITE ABOUT THE SAFETY LEVY. THE CITY WAS GOING FOR A REPLACEMENT LEVY OF .65% WHICH WAS AN INCREASE OF .15% OVER THE CURRENT .50%. IF ANYONE NEEDED ANY INFORMATION HE ASKED THAT THEY PLEASE ACCESS THE WEBSITE. IF ANYONE HAD ANY QUESTIONS TO BE CONTACT THE CITY MANAGER'S OFFICE OR THE FINANCE DEPARTMENT OFFICE.

HE THANKED COUNCILMAN JOHNSON AS THIS WAS HIS LAST COUNCIL MEETING. HE WISHED HIM GOOD LUCK AND THANKED HIM FOR HIS DEDICATED SERVICE TO THE CITY AND TIME ON THE SAFETY COMMITTEE.

ADMINISTRATIVE DEPARTMENTS: MR. FISCHER THANKED THE MAYOR FOR THE MOMENT OF SILENCE FOR ONE OF THE CITY'S DEAREST COWORKERS, MARY CONWAY. SHE PASSED AWAY AND USED TO BE A REPRESENTATIVE IN THE FINANCE DEPARTMENT FOR MANY YEARS. WHEN HE FIRST STARTED WITH THE CITY SHE DID A LOT OF THE ACCOUNTS PAYABLE AND BILLS FOR THE CITY. SHE WILL BE MISSED DEARLY. HE WILL PERSONALLY MISS HER A LOT. ALSO, HE WANTED TO TELL THE RESIDENTS THAT THE CITY WAS NOW COMPLIANT WITH THE CREDIT CARD MACHINES THROUGHOUT THE CITY, WITH THE EXCEPTION OF COURT. THEY WILL BE UPDATED WITHIN THE NEXT COUPLE OF WEEKS.

HE ALSO WISHED TO MENTION THAT THE CONTRACT WITH REPUBLIC WASTE MENTIONED THAT COSTS WOULD GO DOWN WHETHER IT BE WITH TIPPING FEES OR HOW MUCH THE HAULER PAID TO DUMP TRASH AT MEDINA COUNTY OR FUEL COSTS AND SO FORTH. WHENEVER THOSE COSTS WENT DOWN RETURN THE CITY WOULD PAY LESS COSTS TO THEM. A LITTLE OVER A YEAR OR SO AGO THE TIPPING FEES WERE DECREASED CONSIDERABLY AS A RESULT OF THE COUNTY DECIDING WHAT THEY WERE GOING TO DO WITH THE RECYCLABLES. AT THAT TIME COUNCIL HAD DISCUSSION AND WOULD LIKE TO PASS THOSE SAVINGS ONTO THE RESIDENTS. THOSE SAVINGS WERE PASSED ALONG AT TWO DIFFERENT TIMES. ONE TIME WAS IN APRIL 2015 AND AGAIN IN JANUARY 2016. THE REFUSE PORTION OF YOUR BILL WAS APPROXIMATELY \$9.00 LESS THAN IT WAS A YEAR AND A HALF AGO PER QUARTER. HE RAN SOME NUMBERS TODAY. WHAT THIS MEANT WAS THAT \$570,000 WENT INTO THE COMMUNITIES POCKETBOOKS THAN WHAT THEY HAD BEFORE. THIS WAS A LOT OF MONEY GOING BACK IN SOME FASHION. THOSE COSTS MAY RETURN TO A MORE NORMAL LEVEL IN THE FUTURE. IN THE NEAR FUTURE IT DID HELP THE ECONOMY AND IT WAS A DECENT AMOUNT OF MONEY MULTIPLIED BY THE NUMBER OF HOUSEHOLDS. HE WANTED TO PASS ON THIS EXTREMELY POSITIVE INFORMATION.

MR. BARNETT INFORMED THAT THE I-71 SLIP RAMP PROGRAM WAS WELL UNDERWAY. WITH THE REPUBLICAN NATIONAL CONVENTION BEING OVER THE ORANGE BARRELS CAME BACK TODAY. THE SITUATION IT WAS TODAY WILL BE THE SAME FOR THE NEXT TWO WEEKS. THERE IS ONE LANE IN THE WESTBOUND DIRECTION AS YOU APPROACHED THE I-71/SR 303 INTERCHANGE. THE SLIP RAMP COMING DOWN I-71 GETTING OFF THAT WILL REMAIN OPEN TO CREATE THE SECOND LANE IN THE WESTBOUND

DIRECTION. THIS WILL LAST FOR A LITTLE WHILE. IN ABOUT THREE WEEKS, THE SLIP RAMP WILL SHUT DOWN ALTOGETHER FOR TWENTY-ONE DAYS WHILE THE CONTRACTOR REBUILT THIS. HE ASKED EVERYONE TO BE PATIENT AS IT WILL BE A LITTLE SLOW THROUGH THAT INTERSECTION.

IN ADDITION, HADCOCK PHASE V WHICH WAS THE FINAL PHASE OF HADCOCK WILL HAVE THE PRECONSTRUCTION MEETING LATER THIS WEEK OR LATER NEXT WEEK. THE CITY WILL HAVE AN UPDATE AFTER THIS MEETING AS TO WHEN THE CONSTRUCTION WILL START. IT WAS ANTICIPATED THAT THE CONSTRUCTION WILL BE DONE THIS YEAR. THE 2016 CONCRETE SLAB REPLACEMENT PROGRAM HAS BEEN COMPLETED. THE CONTRACTOR WAS DOING SOME CLEAN-UP WORK RIGHT NOW AND LAWN RESTORATIONS. THE ASPHALT STREET RESURFACING PROGRAM HAD ALL THE GRINDING COMPLETE AND THE BASE REPAIRS WERE GOING ON NOW. THE RESURFACING SHOULD START THIS WEEK. THE CATCH BASIN PROGRAM WAS NEARLY 50% COMPLETE. THIS WAS MOVING ALONG WELL. IT WAS ANTICIPATED THAT THE COMPLETION OF THIS WILL BE THE END OF AUGUST OR BEGINNING OF SEPTEMBER. LAST BUT NOT LEAST, THE W. 130TH STREET RESURFACING PROJECT WAS TAKING PLACE. THE CONTRACTOR HAS MILLED OUT THE OLD ASPHALT AND WILL DO A FEW BASE REPAIRS AS THEY WERE PUTTING IN ASPHALT. MOST OF THE BASE ASPHALT WAS DOWN AND HAD TO BE TOPPED OUT. THIS WAS GOING RAPIDLY AND WILL BE DONE SHORTLY.

MR. PIEPSNY HAD A FEW ITEMS THIS EVENING. HE REMINDED EVERYONE THAT THE ANNUAL POOL SHUTDOWN AT THE RECREATION CENTER WILL BE ON AUGUST 15 THROUGH AUGUST 21, 2016. THIS WAS TO DO THE ANNUAL MAINTENANCE IN THE POOL AREA. ALSO, THE SWIM REGISTRATION WILL TAKE PLACE FOR MEMBERS STARTING AUGUST 27 AND FOR NONMEMBERS AUGUST 29, 2016. HE WANTED TO BRING UP THAT THEY WILL BE HAVING THEIR DISCOVER ANNUAL SAVINGS WITH 50% OFF THE ANNUAL MEMBERSHIPS AT THE BRUNSWICK RECREATION CENTER. HE WAS HOPING THAT EVERYONE COULD TAKE ADVANTAGE OF THOSE SPECIAL SAVINGS. THIS YEAR IT WILL BE SOMEWHAT DIFFERENT. MOST OF THE ANNUAL MEMBERSHIPS WILL RECEIVE DISCOUNTS ON DIFFERENT PROGRAMS. HOWEVER, THIS WILL NO LONGER APPLY TO THE NONMEMBERS. IF YOU ARE INVOLVED AT THE BRUNSWICK RECREATION CENTER YOU WANT TO MAKE SURE YOU HAVE A MEMBERSHIP TO ACHIEVE EVEN GREATER DISCOUNTS.

OPEN FORUM: THERE WAS NONE.

UNFINISHED BUSINESS: THERE WAS NONE.

NEW BUSINESS: AT THIS TIME, COUNCILMAN JOHNSON THANKED EVERYONE AND SAID IT WAS A PLEASURE WORKING ALONG SIDE EVERYONE. IT WAS SUCH A PLEASURE MEETING HIS COLLEAGUES, THE ADMINISTRATION, THE STAFF AND REGULARS. HE CONSIDERED EVERYONE AS HIS FRIEND. HE WAS NOT GOING FAR AWAY AND ADVISED IF ANYONE NEEDED HIS ASSISTANCE TO PLEASE GIVE HIM A CALL. HE STILL PLANNED TO BE INVOLVED WITH THE COMMUNITY SUCH AS THE PUMPKIN RUN AND THINGS OF THAT NATURE. HE ALSO GAVE HIS SUPPORT FOR THE SAFETY LEVY. HE ENJOYED MEETING AND GETTING TO KNOW EVER.

MRS. HANEK WISHED MR. JOHNSON GOOD LUCK AND THANKED HIM FOR HIS SERVICE TO THE CITY.

Consideration of a liquor permit transfer to RAAM LLC, DBA Fat Bob Pizza, at 1739 Pearl Road, Brunswick, Ohio 44212; from Fat Bob Pizza LLC, DBA Fat Bob Pizza, at 1739 Pearl Road, Brunswick, Ohio 44212.

Mrs. Hanek brought up Council's consideration of the Fat Bob Pizza liquor permit transfer located at 1739

Pearl Road. Council had no objections to this liquor permit transfer.

Consideration of a liquor permit transfer to Kwiatkowski Enterprises LLC, DBA Draft House & Patio, located at 1149-51 Pearl Road, Brunswick, Ohio 44212; from M & M Corporate Services LLC, DBA Bosaks & Patio located at 1149-51 Pearl Road, Brunswick, Ohio 44212.

Mrs. Hanek Hanek also mentioned the liquor permit transfer to Draft House & Patio located at 1149-51 Pearl Road. Council had no objections to this liquor permit transfer.

ADJOURNMENT: ALEX JOHNSON MOVED TO ADJOURN, SECONDED BY PATRICIA HANEK. ROLL CALL - AYES - 6, BRIAN OUSLEY, ALEX JOHNSON, ANTHONY CAPRETTA, PATRICIA HANEK, NICHOLAS HANEK, JOSEPH SALZGEBER. NAYS - 0. MOTION CARRIED.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED AT 8:10 P.M.

Respectfully submitted,



Barbara J. Ortiz, CMC

Clerk of Council

Mayor Ron Falconi

Adopted

August 2, 2016

TO: CITY COUNCIL
FROM: CLERK OF COURTS
RE: MONTHLY REPORT TO COUNCIL PER O.R.C.
FOR THE MONTH OF JULY 2016

WAIVERS/COURT/BONDS

DEPOSITS (July) 63,787.30

DEBITS (July) (62,162.30)

Checks to be written in July:

Treasurer State of Ohio	\$ 8,671.50
City of Medina MIATF	\$ 50.00
City of Medina IDATF	\$ 259.50
City of Brunswick Finance Dept/Police Fund *	\$ 34,564.29
Misc Checks (bond refunds & transfers/restitution)	\$ 1,230.00
TOTAL for the month	\$ 44,775.29

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

Service Charges/Fees for prior month \$ 1,041.66

MAYOR RONALD FALCONI



TERESA BENO, CLERK OF COURTS

September 6, 2016

TO: CITY COUNCIL
FROM: CLERK OF COURTS
RE: MONTHLY REPORT TO COUNCIL PER O.R.C.
FOR THE MONTH OF AUGUST 2016

WAIVERS/COURT/BONDS

DEPOSITS (August) 60,412.49

DEBITS (August) (58,947.49)

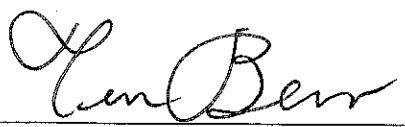
Checks to be written in August:

Treasurer State of Ohio	\$ 10,349.00
City of Medina MIATF	\$ 200.00
City of Medina IDATF	\$ 340.00
City of Brunswick Finance Dept/Police Fund *	\$ 47,108.49
Misc Checks (bond refunds & transfers/restitution)	\$ 950.00
TOTAL for the month	\$ 58,947.49

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

Service Charges/Fees for prior month \$ 1,112.51

MAYOR RONALD FALCONI


TERESA BENO, CLERK OF COURTS

SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

July 14, 2016

IN ATTENDANCE: Chairman Joseph Salzgeber, Committee Member Brian Ousley, Committee Member Nicholas Hanek, Service Director Paul Barnett, Acting City Manager Chief Carl DeForest, Residents.

The meeting convened at 6:00 p.m.

Due to technical problems the discussion on the status of the BTA possible merger with MCPT at the beginning of the meeting was not recorded.

STATUS OF COUNTYWIDE WASTE DISPOSAL OPTIONS:

Mr. Barnett mentioned there were two more proposals for the waste mall; he also brought up the proposal from the Optiva Group noting they wanted a thirty year contract however the county wanted a five year contract with a possible five year option. Mr. Barnett noted it would be difficult for the Optiva Group to obtain the funding with a five year contract on a project costing millions of dollars to capitalize over five years. He also mentioned Envision was trying to do a proposal where they will retool and put in new sorting lines and do the same thing as they did before.

Mr. Ousley interjected that is why they are not there anymore, Envision was there for 22 years, and they should have updated their plan to make it right then.

Mr. Hanek asked at what point the county was going to stop vetting this issue.

Mr. Barnett thought these two proposals should be the last and then it was time to make a decision and move on. Mr. Barnett mentioned at a meeting with the Commissioner it appeared the intention of the county would be to vet out the proposals and if there was no advantage to the county having flow control they would look at eliminating it unless there was a good reason to keep it. Mr. Barnett did note that once flow control was eliminated it would not come back.

Mr. Hanek voiced his concern with the county getting stuck into something that could blow up.

As a reminder, Mr. Barnett noted the City has an eight month extension with Republic Waste on the current contract which starts August 1 and goes through March 31, 2017. If and when the City comes to the point when they have to make a decision as to what route they want to go, the contractor will need time to gear up for whatever program the City decides; the contractor will need three or four months to start up whatever program. With that, the City will need an existing contract in place for at least six months before going to a new one.

Mr. Hanek wanted to know when the county will make a determination on the flow control question.

Mr. Barnett seemed to think the county was only a few months away from making that determination, if that is the case the Administration may ask for a recommendation to extend a few more months on the Republic Waste contract.

Mr. Ousley commented if it all gets vetted out and the decision is to recycle, some residents may not want to recycle and may continue putting everything in one bag. Mr. Ousley wanted to know if they would be penalized for that.

To that question, Mr. Barnett answered in the negative.

Mr. Ousley expressed he knew the City of Cleveland penalized people if they did not separate, and he did not want that happening here.

Theoretically Mr. Barnett stated there is a penalty in Cleveland, but it has never been enforced. He noted if you ask the City Administration in Cleveland if there is a penalty for recycling they would say no. Mr. Barnett knew because at one time he was the Acting Waste Commissioner for Cleveland. He noted legally they could however the Administration and Council believe a penalty does not exist. Mr. Barnett noted in the City of Akron there is a small financial incentive to anyone that recycles.

Mr. Barnett noted if the City goes away from the waste mall concept and the MRF concept he assumes Council would want to have public meetings.

Chief DeForest advised he met with Mayor Hanwell and the same concerns were expressed by him, Medina was looking at the same issues, and same concerns, Chief DeForest noted the City of Medina and Brunswick are on the same page. Mayor Hanwell stressed three concerns to the Commissioners; the ease of the movement of trash, recycling at a high rate, and a low cost. Chief DeForest noted the three municipalities are on the same page, and the Commissioners should be concerned what the three cities want, like, and need.

In conclusion of this discussion, Mr. Hanek commented the last time there was a convening meeting of the three Councils and Administration two cities were in favor of going with the waste mall concept. He noted the other cities have sanitation departments and considerations that Brunswick does not have, and benefits for Brunswick eliminating flow control would not be the same. Further Mr. Hanek stated he expressed and continues to express that he thinks the current waste mall proposal in front of the county is a very bad idea, and when the Councils met there were not a lot of people questioning it. Mr. Hanek did not think the cities were exactly on the same page, and he has significant concerns about the proposals that have been in front of them.

GENERAL DISCUSSION:

Mr. Salzgeber noted there were a number of residents in attendance he asked them to speak at this time.

Laverne Pace of 4228 Baywood Drive – After hearing everyone's input; Ms. Pace expressed her concern about the fares for the disabled people that are not senior citizens, she wanted to know what affect it would have on them since now senior citizens and the disabled have the same fare. She noted there are a lot of young people that are disabled that take the bus to their programs. She knew of one family who has a son in a wheelchair and it would impact their ability if the fares increase.

Mr. Hanek commented on that being one of his concerns and it has been a concern of his. For senior citizens over sixty it will be free under MCPT if they signed up, however fares for the disabled under the age of sixty are the same as adults currently \$1.00 but the fares will go up to \$1.50 in year three of the

contract. He noted the Office of Older Adults subsidizes the seniors but no similar organizations were doing it for the disabled. He previously suggested the possibility of the advertising on the busses go toward subsidizing the fares. Mr. Hanek reiterated he is very aware of the issue and it is a big concern of his.

As far as the advertising on the busses Mr. Barnett explained the deal would be that Medina would get the advertising money once they take over. However, he mentioned if the City wanted to act similarly as the Medina County Office of Older Adults and subsidize, it could happen.

Mr. Hanek asked for the numbers on that.

Mr. Barnett advised the total number of disabled trips for 2015 was 2833, at \$1.50 a trip it would not be inconceivable, however, it would be up to Council.

Mr. Hanek echoed Mr. Barnett that it was not inconceivable and it was something he would support.

Mrs. Pace has a card from the City of Cleveland to ride their busses and right on the card it states disability and senior citizen.

Mr. Barnett noted if she signs up with the Office of Older Adults it will be free, and she noted she has signed up, and pays \$.25.

People from the audience were asking why it was just with MCPT, and asked why Brunswick could not do the same thing as MCPT.

It was noted by Mr. Barnett that was a deal that MCPT has with the Office of Older Adults.

Mr. Ousley indicated the BTA is with Greater Cleveland Transit, not with MCPT.

An audience member indicated RTA obviously gets grant money to do the same thing as MCPT, and RTA should be able to extend it to Brunswick.

Mr. Barnett indicated RTA is in financial trouble; they are currently cutting routes, he further explained they are supported by the citizens of Cuyahoga County and they are not going to fund citizens of Medina County.

An audience member referred to funding for the disabled and RTA must have funding for that, and if Brunswick is under contract with RTA there should be a way to get the same as RTA for the disabled.

Mr. Barnett was not aware of any funding source that Brunswick has access to, also the question is should the City be running the BTA.

Lou Daley – Mr. Daley drives for the BTA and has for six years. He expressed concerns going with MCPT, he noted every day there are dispatch problems and he stated the people taking the phone calls need a course on how to handle the customers. Mr. Daley calls every time he has a problem, and they do not answer the phone when he calls, so he calls them on the radio. He noted there is no supervision in Brunswick, and if Brunswick needs to hire someone he said to hire him. He has been told by MCPT that Brunswick will not pay for a third driver.

Val Bellowitz of 1685 Stoneybrook – Mr. Bellowitz heard the same conversation last year not a thing has changed. He asked what happened to getting bids for somebody else to come in and run the service; that was the discussion last year, and there wasn't enough time to write up an ad in the paper.

Mr. Hanek indicated there was an open bid process and the only bid was from Medina County Public Transit.

Audience members interjected that was because there was not enough time to put in a bid, they claimed there was an ex-driver that wanted to put in a bid but when she called and asked about when the bid package had to be in she was told there was not enough time that she was too late.

Mr. Ousley thought the City said they were going to call people and let them know to pick up bid packages but that did not happen.

Mr. Barnett asked if this was a person that ran a bus service in the past, and he was informed she was a person that drove the bus and helped run it.

Mr. Barnett indicated the bid probably would have been rejected because the bid requirement requires a certain amount of years of experience in running a bus service.

At a meeting last year someone said they knew of a bus company that would have come in to run the BTA.

Mr. Hanek asked Mr. Barnett from his past experience if he had the experience of someone starting a bus company.

In response to that Mr. Barnett explained in the bid process there is always a requirement for a certain amount of years where similar or like services were preformed, he noted driving a bus and helping to manage a bus service is different than going through the federal rules and regulations and running a bus service, he noted it was complicated.

As an example Mr. Barnett mentioned the waste mall concept and the reason it was going away was because it was the first time the individual was doing it, there was no history, no track record, and normally you do not put that kind of liability on someone that has never done something like that before.

Someone from the audience mentioned a bus service from that Alliance was willing to bid on the service, but they did not get to bid.

Mr. Barnett stated somebody would have gone to jail if the City refused to give a bid package to someone, further he noted companies that do this professionally are alerted to bids.

As an Attorney, Mr. Hanek stated if someone was refused a bid package there would be a law suit, and that did not happen so that would tell him that nobody was denied their rite to bid.

It was the understanding of an audience member that the City gives the RTA \$220,000 dollars a year to subsidize the BTA, he wanted to know where that money was going.

Mr. Barnett explained it costs the City approximately \$360,000 dollars a year, he stated the BTA was not a money maker, the City spends about \$140,000 dollars of tax payers dollars each year in addition to what the City receives from the federal government. He reiterated the City does not make money off the BTA.

A lady from the audience interjected that a grant came through two years ago and nothing happened, and Mr. Barnett responded that the grant did not come through.

Mr. Barnett explained a grant request has to be submitted to the federal government to get the money for busses, the City does not have the ability to do that, however the Greater Cleveland RTA (GCRTA) does it for the City and when the grant monies come in it is given to the City, he stated the City cannot submit for grants.

Continuing, Mr. Barnett explained when GCRTA went to submit the grant the federal government made them aware there was a hold on grants across the United States until their website was done. The deal was once the website opened up GCRTA could put in the grant request and the federal government was getting grant requests from every bus operation across the United States. The grant was submitted and the federal government came back and said the website did not work exactly like they thought it would and grant requests had to be resubmitted. Mr. Barnett noted just a couple of months ago GCRTA got the word to redo the grant request and they did and now they are waiting on the federal government to say if the grant is being accepted or not. Mr. Barnett was told by GCRTA to expect to hear something around September 1.

Mr. Barnett noted Council already passed legislation to accept the grant money to purchase the busses, so once the certification comes from the federal government saying they will give the money to GCRTA, and GCRTA gives the money to the City the finance director will issue a purchase order for the purchase of the busses.

A person from the audience wanted to know what happened two years ago when they said they had a grant.

Mr. Barnett explained the federal government controls the money and dictates when the City gets the money and there is nothing the City can do.

Jackie D'Achille stated two years ago it was settled the City was supposed to be getting the busses.

Beverly Daley – Mrs. Daley advised she has been to a number of meetings and she was trying to understand why two years ago it was a done deal that they had the money.

Mr. Barnett noted the City never had the money, the former service director had the paperwork from the bus manufacturer ready to sign, he had legislation passed by Council, and the finance director was ready to sign as soon as the City had confirmation that the City was getting the money, the finance director will not authorize the spending of the money until he knows the City will get the revenue.

It was Mrs. Daley's understanding that they had the money; she had notes from the meetings that said they did.

Mr. Barnett did not believe that to be accurate.

Mr. Hanek was sorry the people were told something that clearly was not the case.

Mr. Barnett commented that it was his understanding that the Administration was under the impression for a long time that the City was weeks away from getting the money; then something always came up with the federal government.

Mr. Daley wanted to know why the RTA bus service that comes to Laurel Square was tied into the BTA when BTA has nothing to do with it, but the money comes in. He was told by the finance director that originally the City did not pay for the service, then RTA told the City there were grants available for it now the City has to pay for it, and it is tied into the BTA budget. He said people could drive to Strongsville.

Mr. Barnett explained it was in the bus budget.

Mr. Daley mentioned the former service director said he could rent a car for everybody that gets on that RTA bus for a month for what the City pays to keep that service here.

Mr. Barnett noted that argument goes for the cost of bussing in general, he noted you could provide taxi service for everyone that rides the BTA and save money in the long run.

Comments were made by various audience members about the senior complexes going up and the need for bus service in the City, even though some of the new senior citizen complexes are going to have their own bus transportation for their residents.

Mr. Daley mentioned that he gets a lot of comments from the ridership coming from outside of Brunswick they say it is a good service. He knows the BTA costs the City money, but it could be an attraction for the City having a bus service.

Mr. Hanek commented on maintaining the bus service to keep it going, having free service for the disabled and the seniors, and the City is looking for a long term solution.

Mrs. D'Achille stated having a bus service was important to her, she was dependent on having a bus service when she moved to the City and it has been terrific, she tells people that are looking for senior living to come out to Brunswick; she tells them about the bus service. To her having a bus service is a draw to the City, she thinks the City should keep the bus service and it will bring people to the City.

Mr. Hanek appreciated the comments made by Mrs. D'Achille; he very much cares about seniors and the disabled. He knows the bus service is strong for many people, however not everybody in the City will have that same perspective; they may look at street repairs being more important. The City is trying to find ways to make sure the bus system works.

Mr. Barnett interjected the idea is not to get rid of the bus service.

Mrs. D'Achille stated if Medina takes it over, they have enough problems of their own, there policy is if you are not waiting outside when the bus comes to pick you up from an appointment they leave you with no way to get home.

Mr. Barnett asked if Mrs. D'Achille likes the service she has today, and to that she said she likes the BTA service, not the Medina service.

Mr. Barnett advised Medina is running it; the City of Brunswick does paper work. The busses are maintained by outside contractors, he reiterated the only thing the City does is the paperwork.

Mrs. D'Achille stated the way Medina is run if BTA merges with them it will be bankrupt within a year, and there will be no bus in Brunswick.

It was reiterated by both Mr. Barnett and Mr. Hanek that Medina is running the BTA now.

Mrs. D'Achille knew that, and stated they are just about bankrupt now, they forget to pick people up after you call and make the arrangements they forget and they are rude. She noted she called for a pick up two weeks in advance and the day before and they said they had no record and she had to cancel her doctor's appointment. Now she calls Faith in Action to take her to appointments and they take her home, she will never use Medina busses again.

Mr. Salzgeber noted that is what Mr. Daley brought up about the dispatch service.

Mr. Daley hears complaints from his riders all the time.

A comment was made if BTA gets taken over by Medina with the same problems the City of Brunswick will be the one to suffer. Since 1979 the fare for seniors was \$.25, she does not understand how Medina was going to pay someone when they don't have the money, and Brunswick is going to suffer.

Mr. Salzgeber noted it was mentioned by Mr. Barnett that if BTA is merged with MCPT that they would have the monies as a result of the merger to hire a supervisor.

Mr. Barnett elaborated, if MCPT took over the grants that the BTA was getting and the administration they would net an additional \$51,000.00. Further he noted MCPT committed they will hire a part time supervisor and the time will be split between Brunswick and the City of Medina.

The audience interjected the contract should be written as to what Brunswick expects.

Mr. Barnett advised Brunswick would have a seat on the MCPT board.

There was a question from the audience about the bids, when they went out for companies to put in bids to try and let people know they were interested in taking over if it was done on line or in the newspapers.

Mr. Barnett advised both on line and newspaper.

Comments were interjected from the audience that they could not find anything on line or in the newspaper.

Mr. Hanek explained there is a standard bid procedure the City has to take public bids, if not it was a violation and a crime.

Mr. Barnett clarified bids are posted on the website and in the *Post*, and other papers also depending on the bid.

Again, Mr. Hanek stated there is a standard bid process to follow.

The individual stated if they could not find it how could an interested person wanting to put in a bid find it.

In response Mr. Barnett stated no matter what type of bid is being done, if the City is purchasing furniture, going out for a service, engineering, trash pick- up, there is a specific bidding process that has to be followed.

Mr. Daley stated he wanted minutes from meetings and he was told they would be out on a desk he came in for a week straight and never found any minutes from any of the meetings.

Mr. Hanek stated the minutes are not put on the desk but anyone can contact the clerk and get copies of any meeting minutes.

An additional comment was made from a gentleman stating for years there was a handshake agreement between BTA and MCPT, and when Mr. McNamara left there was a rumor that he was going to get the supervisor a job.

Mr. Hanek stated if there was wrong doing people would be indicted, and that has not happened.

Mrs. Daley stated just because it has not happened did not mean there was not something else going on, if you expect people of Brunswick that are on fixed incomes to hire a lawyer to go after the City of Brunswick or Medina it was not going to happen.

Mr. Hanek said anyone can do a public records request and it was free. Mr. Hanek stated there was nothing to hide.

Mr. Barnett noted copies of any bid can be obtained through the human resource office. Mr. Barnett advised he is in charge of the service department; the bid process is handled through human resources.

It was noted by Mr. Salzgeber the web site has the legal advertisements, public hearings, and announcements.

Mr. Barnett pulled up the web site and currently there were not any bids out or listed.

Mrs. Daley asked if the website was the same place where meetings are announced, she stated they find out about meetings by word of mouth because they did not know where to look for the meetings.

It was stated by Mr. Ousley meetings are posted, he stated meeting notices are posted inside the front door of City Hall, meetings are posted weekly on the City website, he stated everything is transparent.

Mr. Hanek noted anyone can call their Council representative.

An audience person stated this was the first time in all the meetings about the BTA that they received any type of direction on how to find things out.

Mr. Daley stated there are always a lot of rumors going around and things get blown up out of proportion.

Mr. Barnett stated rumors go ramped, he mentioned that one of the drivers reported to him that bus T-4 had absolutely no air conditioning and the drivers were going home sick, Mr. Barnett stated he immediately left another job site went out and rode T-4, and there was air conditioning. He noted there are communication issues.

Mr. Daley stated there were days when T-4 had no air conditioning.

Mr. Salzgeber thanked everyone for their input tonight.

The audience wanted to know if anything was decided, and Mr. Salzgeber advised matters are still going to be looked into, including the possibility of subsidizing the disabled riders, also the City will look into with the county about the dispatch problems that were raised tonight. So it was going to remain like it is for now, and Mr. Salzgeber answered in the affirmative until the end of the year, he noted no decisions have been made yet.

Mr. Daley noted there are two decisions on the table right now, one whether the City is going with MCPT and have them take over the BTA, or go ahead and extend the contract for another year and do it again next year.

Mr. Salzgeber noted that was essentially correct, as Mr. Barnett indicated the federal government is going to be withdrawing grant monies and they are trying to push the smaller entities like BTA even MCPT into a larger system like GCRTA.

Mr. Barnett explained if the federal government says they are not going to fund organizations with less than 300 busses, it is going to cost the City \$360,000 dollars out of the general fund, then decisions will have to be made as to how many police or fire get laid off to pay for the busses, decisions would have to be made to lay off safety forces or get rid of the bus service, and if it gets to that point MCPT will be facing the same thing, and they may ask themselves if they want to take over the BTA when it's going to cost them an extra \$220,000 dollars.

Mr. Daley asked why RTA does not take over the BTA, and Mr. Barnett indicated RTA answers to the customers of Cuyahoga County who pays their salaries so they are not going to be loyal to Medina County residents.

Mr. Daley mentioned there was a letter in the *Post* from a lady that said at the Council meeting Mr. Barnett said they get \$260,000 dollars a year from grant money to run the BTA and they spend \$140,000 dollars to run the BTA, she wanted to know what happened to the other \$120,000 dollars. She wanted the government to do an audit.

In response Mr. Barnett indicated the City receives grant money however, the City spends an additional \$140,000 from income tax dollars out of the general fund, he stated it costs over \$300,000.00 a year to provide the BTA service.

Mr. Daley also brought up the deal between Brunswick that is a signed contract with RTA and that was why the fares on the boxes can't be raised, because if the prices on the fare boxes are raised the City would lose grant money.

Mr. Barnett was not aware of that, he stated Brunswick has the ability to charge whatever they want for fares. He noted when the federal government is involved it is complicated.

At this time Mr. Salzgeber asked Mr. Barnett to speak to roadway signage.

Mr. Barnett advised the Councilman Ousley requested an update on roadway signage; he presented information to the committee as to how the signage has been upgrading since 2006. The concentration was on taking the wooden signs down and going to metal signs. However, the federal highway administration came out about retro reflectivity issues. Therefore signs were being replaced that no longer were reflecting the service department shifted towards replacing those signs and doing less street signage.

In 2006 Mr. Barnett noted there was \$30,000.00 designated to build the sign shop, buy computers, and buy materials, and \$2,000.00 has been budgeted annually. This past winter a lot more signage was done, and an additional \$4,000.00 was budgeted increasing the budget to \$6,000.00. He also mentioned some of the 25 mph speed limit signs were being removed in the neighborhoods to industry standards unless requested by the Division of Police or residents to keep them up.

Mr. Barnett advised the entire primary, major, and secondary road signage was complete, they started in the southeast corner of the City, and are working through the City. Mr. Barnett noted this is a fill in project for the service department.

Mr. Ousley asked if Mr. Abella got in contact with Mr. Barnett about a sidewalk at 1167 Potomac Drive. The resident noted WOW cable was up on the sidewalks and cracked the sidewalks. To Mr. Ousley it appeared the sidewalk had been cracked in the past and repaired, and it looked like the repair was cracked.

Since WOW is being controlled by the building department, Mr. Barnett will relate the information to them.

Mr. Ousley also brought up a resident on Starview; Virginia Thomas he will continue to battle for this resident. He noted erosion has taken a lot of her backyard away and the fence was in the creek.

Mr. Barnett noted he walked up the creek, he noted the fix would be a permit through the Army Corps of Engineers a rough estimate of about \$100,000 dollars and that is using City funds on private property in a situation where the City is not technically legally liable.

Mr. Ousley stated there will be other issues with the culvert replacement on Bruce because more water will be added down Healy Creek. Mr. Barnett noted it will be allowing the water to get there faster. Mr. Ousley asked if the federal money from Concord Meadows went back yet.

Mr. Barnett explained the grant money from Concord Meadows was exhausted it has been five years and the Army Corps of Engineer requested a formal release of the grant and nothing else was being allowed.

ADJOURNMENT:

There being no further business, Mr. Hanek moved to adjourn at 8:15 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. Salzgeber". The signature is stylized with a large, circular initial "J" and a long, sweeping horizontal stroke extending to the right.

Joseph Salzgeber
Chairman

FINANCE COMMITTEE MEETING

July 25, 2016

IN ATTENDANCE: Chairwoman Patricia Hanek, Committee Member Joseph Salzgeber, Finance Director Todd Fischer, Brian Ousley, Nicholas Hanek, Anthony Capretta, Acting City Manager Chief Carl DeForest, Law Director Kenneth Fisher, Parks & Recreation Director John Piepsny, Service Director Paul Barnett, Administrative Services Julie Murawski, Engineer Matt Jones, Council Clerk Barbara Ortiz, Ed Kelly, News Media.

The meeting convened at 6:20 p.m.

REVIEW LEGISLATION:

ORD. NO. 55-16 - An emergency ordinance amending Ordinances #93-15, #8-16 and #30-16 to include amendments to the appropriation budget for the year ending December 31, 2016 as incorporated in Exhibit "A" attached hereto

Mr. Fischer advised the overall budget is reduced, there are two large reductions one is Medway the other is the refuse reduction resulting from the county still looking at recycling services therefore the tipping fees are still being reduced as well as fuel prices being lower.

Mr. Salzgeber moved this ordinance to tonight's Council Agenda of July 25, 2016 as an emergency with suspension of the rules. Vote – 2 Ayes, 0 Nays.

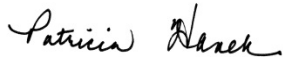
GENERAL DISCUSSION:

Mr. Fischer mentioned currently he is working with the Bond Counsel to file a separate set of financial information with investors. He explained that once a year the City has to report their updated financial information with the Repository for Information for anyone that purchases the City debt. Mr. Fischer does the financial work and the Bond Counsel does the legal work.

ADJOURNMENT:

There being no further business, Mr. Salzgeber moved to adjourn at 6:23 p.m. Vote – 2 Ayes, 0 Nays.

Respectfully submitted,



Patricia Hanek
Chairwoman

COMMITTEE OF THE WHOLE MEETING

July 18, 2016

IN ATTENDANCE: Vice Mayor Patricia Hanek, Michael Abella Jr., Nicholas Hanek, Brian Ousley, Alex Johnson, Joseph Salzgeber, Acting City Manager Chief Carl DeForest, Finance Director Todd Fischer, Clerk of Council Barbara Ortiz.

The meeting convened at 6:42 p.m.

Mr. Hanek moved to excuse Mr. Capretta for just cause. Vote – 6 Ayes, 0 Nays.

REVIEW LEGISLATION:

RES. NO. 53-16 – An emergency resolution expressing dissatisfaction with the Brunswick Post Office

Mr. Abella knew of two instances in the City one in particular was in Ward 1 on Winchester Lane. Mr. Abella noted a resident has been calling him since May about his group postal box that fell over in March. The residents took it upon themselves to contact the post office and it has gone back and forth since then. The residents have to go up to the post office to pick up their mail. Back in May Mr. Abella contacted the City Manager, the building department also got involved they were advised from the post office on June 3, that the mail boxes were there and would be installed within two weeks and they are still not installed.

The post office was trying to make some accommodations; they drop off the mail on the porch if it is not raining, or too windy, and if their carrier is not on vacation. Mr. Abella was informed recently by a resident that the post office was no longer sorting their mail and they have to go through the mail themselves.

Chief DeForest had some conversations with the postmaster and regional people and it has been a complete run around.

Mr. Abella also went around and took pictures of the other group boxes in the area that were about ready to fall over, they are rusted, concrete is cracked and caving in. He showed the pictures to Council. Mr. Abella noted the City needs to find out what the post office intends to do about all these boxes.

Mr. Abella voiced his appreciation for postal workers and the postal system for what they do, however, he was not happy with the way the Brunswick Post Office has addressed this situation leaving his residents and the residents in Councilman Hanek's ward hanging out to dry. Mr. Abella and Mr. Hanek did not appreciate it and they want to take the steps necessary to get the post office to realize that this is a big deal, and Council will help their residents.

Mr. Ousley noted this issue goes back four or five years, he and former Councilman Carl communicated with the post master who said it was the fault of the City that the boxes were knocked over from the snow plows, and Mr. Ousley advised if the boxes were not rotted and falling over the plows would not be pushing them over. Also, Mr. Ousley mentioned a resident in Ward 2 went through the City of Cleveland Post Office with a doctor excuse to have a mail box put up at the end of his driveway because of medical reasons.

Mr. Abella noted the City was showing the residents they were doing everything they can, he pointed out Chief DeForest came up with a plan that the City would get their own contractor and fix the boxes and bill the post office later. The City was showing the residents that they will do whatever they can to rectify the situation.

Chief DeForest spoke with Bruce Murdock who is in charge of the Akron area which affects Brunswick. Mr. Murdock guaranteed Chief DeForest he would get to the bottom of the situation; however Mr. Murdock has not gotten back with him. Chief DeForest proposed that the City would pay their contractor to get the work done or the City would contract it out which was about \$12,000 for the boxes on Westchester and Laurel Road, and Mr. Murdock said they do not do that, and they do not use contractors.

Chief DeForest left an additional message stating that the City wanted a resolution to this and Mr. Murdock has not returned his call.

Chief DeForest also noted he will call Congressman Renacci, however he would rather have had the problem addressed and taken care of, he feels it would have been a win/win situation. He informed Mr. Murdock that Council was taking this seriously and considering a congressional inquiry through Congressman Renacci's office.

In closing, Mr. Hanek noted some of the boxes on Laurel Road were very badly rusted.

Mr. Abella moved this resolution to tonight's Special Council Agenda of July 18, 2016, as an emergency with suspension of the rules. Vote – 6 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Salzgeber was contacted by the Forest Hills Homeowners Association; they had a question about posting a bond to complete a driveway by their pool. The City has a requirement that they post a bond and it was a requirement put in place for contractors to post a bond. He was looking to waive it at least for homeowners associations or condominiums that are actually already in the City of Brunswick versus contractors that were here to build and leave. They have the money to get the driveway done, but if they have to come up with double the money it will take longer to get the driveway done.

Chief DeForest asked for contact information.

ADJOURNMENT:

There being no further business, Mr. Salzgeber moved to adjourn at 7:54 p.m. Vote – 6 Ayes, 0 Nays.

Respectfully submitted,

A handwritten signature in cursive script that reads "Valerie Zak".

Valerie Zak
Assistant Clerk of Council

COMMITTEE OF THE WHOLE MEETING

July 25, 2016

IN ATTENDANCE: Vice Mayor Patricia Hanek, Brian Ousley, Joseph Salzgeber, Nicholas Hanek, Anthony Capretta, Alex Johnson, Acting City Manager Chief Carl DeForest, Finance Director Todd Fischer, Law Director Kenneth Fisher, Parks & Recreation Director John Piepsny, Service Director Paul Barnett, Administrative Services Julie Murawski, Engineer Matt Jones, Clerk of Council Barbara Ortiz, Ed Kelly, News Media.

The meeting convened at 6:23 p.m.

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

Mr. Johnson was seated at 6:30 p.m.

CONSIDERATION TO BE ADDED AS A SUPPORTER OF THE MEDINA COUNTY BICYCLE TASK FORCE:

Chief DeForest noted this consideration of Council is for support of the Medina County Bicycle Task Force. It was the understanding of Chief DeForest that no economic strings were attached, and the motion is stating the City is in support of developing a plan to move from one end of the county to the next including through the City of Brunswick safely on a bicycle.

Mrs. Hanek mentioned this was brought up by Mr. Arona of the Planning Commission at their last meeting.

Mr. Capretta moved for City Council to be a supporter of the Medina County Bicycle Task Force. Vote – 5 Ayes, 0 Nays.

A MOTION TO ALLOW THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BRUNSWICK CITY SCHOOL DISTRICT FOR BUS TRANSPORTATION FOR THE SAFE HAVEN AFTER SCHOOL PROGRAM

Mr. Piepsny explained this motion will allow the City to enter into an agreement with the Brunswick City School District allowing bus transportation from the elementary schools to the Brunswick Recreation Center to participate in the “Safe Haven” After School Program.

The financial impact for 2016 is \$7,027.00 and \$7,027.00 in May of 2017 for the second half of the school year for a total of \$14,054.00. Mr. Piepsny explained it as a pass through expense since it is part of the registration fee.

Mr. Salzgeber moved to authorize the City Manager to enter into an agreement with the Brunswick City School District for bus transportation for the “Safe Haven” After School Program. Vote – 5 Ayes, 0 Nays.

**MOTION TO APPROVE THE SHIRE (HARSAX) APARTMENTS 377 PEARL ROAD
PURSUANT TO SECTION 1278.03(f) OF THE ZONING CODE:**

Planning Commission at their July meeting voted to recommend approval to Council for the Shire (Harsax) apartment complex. This is a multi-family housing development requiring a motion by Council for the use of the property. Mr. Jones advised this property is appropriately zoned, it is vacant land, and is immediately adjacent to the Oxford Heights Condominiums.

With this being a new set of apartments being built in the City, Mr. Ousley asked if it will be sprinkled.

Mr. Jones first responded in the affirmative; however, he then stated he was not going to answer that question because that was a question for the Building Department.

Mr. Ousley stressed he would hope the apartment complex was being sprinkled.

Mr. Jones stated he knew that the plans were reviewed thoroughly and they were satisfied with the plan for fire protection on the site.

Mr. Ousley stated it was hard for him to make a motion to something that he feels very strongly about, and stated apartment buildings have families living in them and they should be sprinkled.

Mr. Jones knew that provisions were made for emergency access to the site, there was going to be a gate between this site and Oxford Heights to allow cross access between them in case of an emergency. He also noted fire lines are being run all around the site, he reiterated sprinkler approval is through another department so he could not say for certain but he was almost 100% positive that they will be sprinkled, but again he could not say for certain.

Mrs. Hanek advised Planning Commission approved this at their meeting of July 7.

Mr. Capretta moved to approve the Shire Harsax Apartments 377 Pearl Road, pursuant to Section 1278.03 (f) of the zoning code. Vote – 5 Ayes, 0 Nays.

**A MOTION AUTHORIZING THE ACTING CITY MANAGER TO ADVERTISE THE
SALE OF MUNICIPAL REAL PROPERTY NOT NEEDED FOR MUNICIPAL
PURPOSES, IN ACCORDANCE WITH THE REQUIREMENT OF CITY CHARTER
SECTION 8.01 (a), KNOWN AS BEING THE REAR PORTION OF PERMANENT
PARCEL NUMBER 003-18B-30-123, (957 PEARL ROAD) CONSISTING OF
APPROXIMATELY 16.21 ACRES, IN THE MINIMUM AMOUNT OF \$162,000:**

Chief DeForest explained this motion authorizes the listing of approximately 16.21 acres it is the rear portion of a permanent parcel located at 957 Pearl Road; it is no longer needed for municipal purposes. The Administration would like to advertise for the minimum bid of \$162,000.00 for 16.21 acres.

Mr. Fisher noted that was the appraised value.

Mr. Hanek moved to authorize the Acting City Manager to advertise the sale of municipal real property not needed for municipal purposes in accordance with the requirements of City Charter Section 8.01(a) known as being the rear portion of permanent parcel number 003-18B-30-123, at 957 Pearl Road consisting of approximately 16.21 acres, in the minimum amount of \$162,000.00. Vote – 6 Ayes, 0 Nays.

MOTION AUTHORIZING THE CITY MANAGER TO ADVERTISE FOR PUBLIC BIDS FOR THE BRUCE DRIVE STORMWATER IMPROVEMENTS:

Mr. Jones advised this motion is to advertise for bids for the stormwater improvement project on Bruce Drive. It is a minor project involving replacing one undersize crossover. The house is on the west side at 276 Bruce Drive, the house has received structural flooding as a result of the pipe being too high and undersized.

Mr. Jones further explained storm water funds in Ward 3 will be used for this project.

Mr. Salzgeber moved to authorize the City Manager to advertise for public bids for the Bruce Drive Stormwater Improvements. Vote – 6 Ayes, 0 Nays.

MOTION AUTHORIZING THE INTERIM CITY MANAGER TO INCREASE THE EXISTING AGREEMENT WITH ALWAYS GREEN LANDSCAPING BY \$390.00 FOR MOWING AND WEED EATING OF CITY OWNED PROPERTY AT 830 HADCOCK ROAD:

Mr. Barnett explained this motion is to increase the agreement with Always Green Landscaping by \$390.00 for mowing and weeding of City owned property at 830 Hadcock Road. He noted there is a lot of handwork on the property and not sufficient staff to do the mowing and weeding. Always Green Landscaping does grass and weed mowing and high grass complaint mowing. Mr. Barnett reiterated the net increase will be \$390.00 for the remainder of the year.

Mr. Salzgeber moved to authorize the Interim City Manager to increase the existing agreement with Always Green Landscaping by \$390.00 for mowing and weed eating of City owned property at 830 Hadcock Road. Vote – 6 Ayes, 0 Nays.

REVIEW LEGISLATION:

RES. NO. 50-16 – An emergency resolution appointing an Acting City Manager/Safety Director

Mr. Fisher explained this legislation appoints Police Chief Carl DeForest as Acting City Manager/Safety Director pursuant to Charter Section 4.06 retroactive to June 27, 2016 and approving compensation and terms as stated in the resolution.

Mr. Salzgeber moved this resolution to tonight's Council Agenda of July 25, 2016 as an emergency with suspension of the rules. Vote – 6 Ayes, 0 Nays.

ORD. NO. 51-16 – An ordinance establishing the position of Part-Time Manager of Information and Public Communications

ORD. NO. 52-16 -An ordinance establishing the pay range for the position of Part-Time Manager of Information and Public Communications

Chief DeForest explained with the retirement of long time Manager of Information and Public Communications Jeff Neidert, these two pieces of legislation will allow the Administration to establish a part time position and pay range for that person to come back and manage the BAT/Cable studio. The Administration requests passage of the legislation not as an emergency but with one reading and suspension of the rules so it will be in place for the first week of October.

Mr. Johnson moved Ordinance No. 51-16 and Ordinance No. 52-16 to tonight's Council Agenda of July 25, 2016 for one reading with suspension of the rules. Vote – 6 Ayes, 0 Nays.

RES. NO. 54-16 – An emergency resolution authorizing the City Manager and City Engineer to submit an application to the Ohio Public Works Commission for a \$600,000.00 Issue 1 Grant

This legislation authorizes the City to submit an application to the Ohio Public Works Commission (OPWC) for Issue 1 Grant money in the amount of \$600,000.00 for Grafton Road Reconstruction Phase 4. The project will start just west of Hadcock Road; he explained why the phases are not going in sequential order; and that was due to the fact that the next phase east of Hadcock will be part of the North Carpenter Road project.

Further explaining Phase 4, Mr. Jones advised the project will start heading west repairing the western portion of Grafton Road, and will get about three quarters of the way to Pearl Road with the grant money and matching funds. He did explain the final quarter will be addressed under a separate project at a later date it will be more expensive and complicated project since it involves turn lanes and other items.

Mr. Salzgeber moved this resolution to tonight's Council Agenda of July 25, 2016 as an emergency with suspension of the rules. Vote – 6 Ayes, 0 Nays.

Prior to the vote, Mr. Fischer explained the financial impact of the project; noting this project is close to 1.3 million dollars; \$600,000 dollars will be funded through the state and a little less than \$700,000 dollars will be local funds, and it will be included in the 2017 budget proposal.

GENERAL DISCUSSION:

There was none.

EXECUTIVE SESSION:

Mr. Capretta moved to go into Executive Session for the purpose to discuss the appointment, employment, dismissal, discipline, demotion, or compensation of a public employee, and sale/purchase of property, seconded by Mr. Hanek. Roll Call – Ayes – 6, Mr. Hanek, Mr. Salzgeber, Mr. Capretta, Mr. Johnson, Mrs. Hanek, Mr. Ousley. Nays – 0. Motion Carried.

Mr. Capretta moved to adjourn out of Executive Session at 7:04 p.m., seconded by Mr. Hanek. Roll Call – Ayes – 6, Mrs. Hanek, Mr. Hanek, Mr. Ousley, Mr. Johnson, Mr. Capretta, Mr. Salzgeber. Nays – 0. Motion Carried.

The Committee of the Whole Meeting reconvened at 7:04 p.m.

Mr. Hanek moved to extend the purchase agreement with McKinley Group to August 8, 2016. Vote – 6 Ayes, 0 Nays.

Mr. Salzgeber moved to authorize the Administration to advertise for City Manager position according to budget for salary and benefits. Vote – 6 Ayes, 0 Nays.

ADJOURNMENT:

Being no further business, Mr. Hanek moved to adjourn the Committee of the Whole meeting at 7:05 p.m. Vote – 6 Ayes, 0 Nays.

Respectfully submitted,



Valerie Zak
Assistant Clerk of Council

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 09/12/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 47-16** - A resolution authorizing the Interim City Manager to enter into an agreement with the Environmental Conditioning Systems for the replacement of the hot water tank at the Brunswick Community Recreation & Fitness Center in an amount not to exceed \$37, 944.00 - **3rd Reading** (Parks, Recreation & Community Committee, *Administration/John Piepsny*)

BACKGROUND: BIDS were received and opened on May 17 for the replacement of a Hot Water tank at the Brunswick Community Recreation Center. The lowest and best BID was from Environmental Conditioning Systems in the amount of \$37,944.00

PURPOSE AND EXPLANATION:

IMPLEMENTATION SCHEDULE: Once Approved, we would order the tank with an anticipated delivery date of 8 weeks once ordered.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The City Council 2016 approved budget allowed for \$35,000 for the Hot Water Tank. The low BID was \$37,944.00. However, if the Heating and Ventilation BID is approved at \$26,820.00, this would be \$28,180 below the budgeted amount thus allowing \$2,944.00 for the extra for the Hot Water Tank.

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:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 47-16

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

A RESOLUTION AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ENVIRONMENTAL CONDITIONING SYSTEMS FOR THE REPLACEMENT OF THE HOT WATER TANK AT THE BRUNSWICK COMMUNITY RECREATION & FITNESS CENTER IN AN AMOUNT NOT TO EXCEED \$37,944.00.

WHEREAS: The City of Brunswick received one (1) bid for the replacement of the hot water tank at the Brunswick Community Recreation & Fitness Center in accordance with public bidding requirements; and

WHEREAS: The one (1) received public bid was opened on May 17, 2016 with Environmental Conditioning Systems determined to be the lowest and best bidder.

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

SECTION 1: That the Interim City Manager, with the approval of the Law Director, is hereby authorized and directed to enter into an Agreement with Environmental Conditioning Systems, the lowest and best bidder, for the replacement of the hot water tank at the Brunswick Community Recreation & Fitness Center in an amount not to exceed \$37,944.00.

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
Barbara J. Ortiz, CMC

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 56-16

BY: Committee-of-the-Whole

AN EMERGENCY ORDINANCE AUTHORIZING THE ACTING CITY
MANAGER TO ENTER INTO A PURCHASE AND SALE AGREEMENT
WITH SANCTUARY HEALTH, LLC FOR THE SALE OF MUNICIPAL REAL
PROPERTY.

WHEREAS: Pursuant to a Request for Proposal authorized by this Council by motion, the City of Brunswick received one (1) proposal for the purchase of municipal real property not needed for any municipal purpose known as being the rear portion of PPN 003-18B-30-123 (the "Property"), in accordance with public bidding and advertising requirements; and

WHEREAS: One (1) proposal was received from Sanctuary Health, LLC and opened on August 18, 2016, with Sanctuary Health, LLC determined to be the highest and best bidder with a proposed purchase price of \$162,000.00.

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

SECTION 1: That the Acting City Manager, with the approval of the Law Director, is hereby authorized and directed to enter into a Purchase and Sale Agreement with Sanctuary Health, LLC, the highest and best bidder.

SECTION 2: That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, welfare and safety of the City and for the additional reason to allow for the immediate execution of the subject Purchase and Sale Agreement. 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
Barb Ortiz

CITY OF BRUNSWICK

ORDINANCE NUMBER 57-16

By Committee of the Whole

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

WHEREAS: Section 3.18b. of the City Charter provides for the general codification of all City ordinances and resolutions having the force and effect of law and requires that such codification be kept current; and

WHEREAS: The Walter H. Drane Co. has completed its updating and revision of the Codified Ordinances of the City; and

WHEREAS: Various ordinances of a general and permanent nature that have been enacted by Council since the date of the last updating and revision of the Codified Ordinances need to be include in the Codified Ordinances of the City; and

WHEREAS: Certain changes made in the Codified Ordinances to bring City law into conformity with State law.

THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the editing, arrangement and numbering or renumbering of the ordinances and parts of ordinances attached hereto as "Exhibit "A" as though fully herein written, are hereby approved as parts of the various component codes of the Codified Ordinances of the City of Brunswick, Ohio, so as to conform to the classification and numbering system of the Codified Ordinances.

SECTION 2: That the sections of the Traffic and General Offenses Codes, as amended and attached hereto as Exhibit "B" as though fully herein written, are hereby approved and adopted as amended or enacted so as to conform to enactments of the Ohio General Assembly.

SECTION 3: That all ordinances and resolutions and parts thereof that are in conflict with any of the provisions of the new matter approved, adopted and listed on Exhibit "A" and in Section 1 are hereby repealed, except as follows:

- (a) The enactment of such matter shall not be construed to affect a right of liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or any action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision or to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purposes of revision and recodification.
- (b) The repeal provided above shall not affect any legislation enacted subsequent to August 1, 2016.

SECTION 4: That a copy of this ordinance shall be posted in the five public places set forth in Section 222.01 of the Codified Ordinances, together with notice as to where copies of the August 2016 Replacement Pages for the Codified Ordinances of the City, hereby approved, adopted and enacted, may be viewed and inspected by the public. A copy shall also be furnished to City Officers, Medina County Law Library and the Brunswick Public Library.

SECTION 5: That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare and for the additional reason that it is immediately necessary to have an up-to-date codification of the laws of the City, pursuant to Section 3.18b. of the City Charter, that is in conformity with State Law, where such conformity is required by Article XVIII, Section 3, of the Ohio Constitution, with which to administer the affairs of the City and to preserve law and order of the City. Therefore, this Ordinance and the August 2016 Replacement Pages for the Codified Ordinances, hereby approved, adopted and enacted, shall be in full force and effect from and after its passage by the required number of votes, as set forth in Section 3.16 of the City Charter.

PASSED: _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____

Clerk of Council
Barbara J. Ortiz, CMC

EXHIBIT "A"

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
105-15	3-14-16	Ch. 1270 Tables A, B, C
4-16	5-9-16	1278.02
12-16	5-9-16	1278.02
17-16	3-28-16	2016 Replacement Pages
19-16	3-28-16	1442.02(a)

EXHIBIT "B"

Traffic Code

- 436.021 Ohio Driver's License Required for In State Residents. (Added)
- 436.12 Stopping After Accident Upon Streets. (Amended)
- 436.13 Stopping After Accident Upon Property Other Than Street. (Amended)

General Offenses Code

- 612.01 Liquor Control Definitions. (Amended)
- 612.07 Open Container Prohibited. (Amended)
- 618.051 Cruelty to Companion Animals. (Amended)
- 624.03 Drug Abuse; Controlled Substance Possession or Use. (Amended)
- 636.041 Menacing by Stalking. (Amended)
- 636.14 Telecommunications Harassment. (Amended)

1
CITY OF BRUNSWICK, OHIO
ORDINANCE NO 58-16

BY: Mrs. Hanek, Mr. Johnson and Mr. Salzgeber

AN EMERGENCY ORDINANCE AMENDING SECTION 880.07(b) OF THE CITY OF BRUNSWICK CODIFIED ORDINANCES FOR CONFORMITY WITH OHIO REVISED CODE CHAPTER 718.

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

SECTION 1: That Section 880.07(b) of the Codified Ordinances is hereby amended to read as follows:

“(b) Each such employer, agent of an employer, or other payor shall, on or before the ~~fifteenth (15th)~~ last day of the month following the ~~end last day~~ of each calendar quarter, make a return and remit to the City the tax hereby required to be withheld. Such return shall be on a form or forms prescribed by or acceptable to the Administrator and shall be subject to the rules and regulations prescribed therefore by the Administrator. Such employer shall be liable for the payment of the tax required to be deducted and withheld, whether or not such taxes have in fact been withheld. Any employer, agent of an employer, or other payor who withheld more than \$2,399 of City income tax during the immediately preceding calendar year or who withheld more than \$200 of City income tax during any month in the preceding calendar quarter shall, on or before the fifteenth (15th) day of each month, make a return and remit to the City the tax hereby required to be withheld for the immediately preceding month.”

SECTION 2: That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, welfare and safety of the City and for the additional reason to provide conformity with Ohio Revised Code Chapter 718. 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

Barb Ortiz

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 09/12/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager
Paul Barnett

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 59-16** - An emergency resolution authorizing the Acting City Manager to enter into an agreement with Mr. Excavator, Inc. for the construction of the Bruce Drive Stormwater Improvement Project in an amount not to exceed \$25,870.00 - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Matt Jones*)

BACKGROUND: Authorization for public bid granted by City Council motion on July 25, 2016.

PURPOSE AND EXPLANATION: The proposed project will facilitate the replacement/upgrade of an inadequately sized storm sewer crossover on Bruce Drive near Magnolia Drive. This project is being funded with stormwater utility fee dollars.

IMPLEMENTATION SCHEDULE: The project is anticipated to commence this fall and will take approximately 30 days to complete, weather permitting.

FINANCIAL INFORMATION: Bruce Drive Stormwater Improvements - 10/01/2016 - Stormwater Funds - 224-0455-56881 - - 25870

FINANCIAL SUMMARY: Stormwater Funds - 224-0455-56881 - \$25,870.00

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 reason that his project may commence during the 2016 construction season.

**ADDITIONAL
INFORMATION:**

MEMO

Engineering Department



TO: City Council
FROM: Matthew M. Jones, P.E.
DATE: September 7, 2016
RE: Bruce Drive Stormwater Improvements

On September 1, 2016, public bids were opened for the Bruce Drive Stormwater Improvements project. A tabulation of the bid results is attached for your reference. Five companies submitted bids for the project. The low bidder for the project was Mr. Excavator, Inc. with a bid of \$25,870.00. The Engineer's estimate was \$33,000.00. Woodford Excavating, LLC was the second low bidder with a bid of \$30,120.00.

This project will facilitate the complete removal and upgrade / replacement of an inadequately sized storm sewer crossover pipe at 276 Bruce Drive, just south of Magnolia Drive. Also included in the scope of work is replacement of curb inlets, installation of a new catch basin at the upstream end of the crossover, and removal/replacement of concrete pavement above the replaced pipe.

This project is being funded with stormwater utility fee dollars (Ward 3).

CVE staff has contacted a sampling of references provided by Mr. Excavator, Inc. The reference check did not find any reoccurring issues with Mr. Excavator. Two municipalities and a private general contractor were contacted regarding three separate projects, and all classified Mr. Excavator as an above average contractor.

Based upon a review of the bid documents and other references, it is my opinion that Mr. Excavator has the needed experience, personnel and equipment to successfully complete the work as bid and should be considered the lowest and best bidder for this project.

Therefore, I respectfully request that City Council consider emergency legislation to award a contract in the amount of \$25,870.00 to Mr. Excavator, Inc. to complete the Bruce Drive Stormwater Improvements project.

If you have any questions or require any additional information please contact me at your convenience.

Attachments

C: Carl DeForest, Interim City Manager
Paul Barnett, Service Director
Todd Fischer, Finance Director
Ken Fisher, Law Director
Bret Keller, Chagrin Valley Engineering

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 59-16

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION AUTHORIZING THE ACTING CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MR. EXCAVATOR, INC. FOR THE CONSTRUCTION OF THE BRUCE DRIVE STORMWATER IMPROVEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$25,870.00.

WHEREAS: The City of Brunswick received five (5) bids for the Bruce Drive Stormwater Improvement Project (the "Project") in accordance with public bidding requirements; and

WHEREAS: The five (5) received public bids were opened on September 1, 2016, with Mr. Excavator, Inc. determined to be the lowest and best bidder.

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

SECTION 1: That the Acting City Manager, with the approval of the Law Director, is hereby authorized and directed to enter into an Agreement with Mr. Excavator, Inc. for the construction of the Bruce Drive Stormwater Improvement Project, in an amount not to exceed \$25,870.00.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary for completion of the Project during the 2016 construction season. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____

Clerk of Council
Barbara J. Ortiz, CMC

STATE OF OHIO
STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM
COMMUNITY DEVELOPMENT PROGRAM
CFDA No. 14.228

GRANT AGREEMENT

RECEIVED

OCT 30 2015

000

F.T.I. Number: 346001851

Grant Number: B-F-15-1BV-1

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Development Services Agency, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and Medina County Commissioners, located at 144 N. Broadway Street, Medina, OH 44256-1974, (the "Grantee"), for the period beginning September 1, 2015 and ending February 28, 2017 (the "Grant Period").

BACKGROUND INFORMATION

A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through Grantor.

B. Grantor, through its Division of Community Services, has been designated and empowered to receive, administer and disburse block grant funds for community and economic development activities to units of general local government in nonentitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.

C. Grantee has submitted to Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and Grantor has approved the Project(s).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

STATEMENT OF THE AGREEMENT

1. Award of Grant Funds. Grantor hereby grants funds to Grantee in the amount of \$191,000.00 (the "Grant Funds"), for the sole and express purpose of providing for the performance of the Community Development Program, and undertaking the Project(s) as listed in Attachment A, "Scope of Work," which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be contingent upon the special conditions set forth in Attachment B, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.

2. Scope of Work. Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.

3. Use of Grant Funds. The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in Attachment C, which is attached hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. Any and all interest earned on the Grant Funds shall be remitted to the US Department of Housing and Urban Development (HUD), as specified by Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment or services unless the Grantee obtains satisfactory security from the vendor.

4. Term. The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period.

5. Payment of Grant Funds. Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a "Request for Payment and Status of Funds Report" as listed in Attachment B, which is attached hereto, made a part hereof and incorporated herein by reference. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement.

6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.

7. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with the Office of Community Development Financial Management Rules and Regulations Handbook (the "Handbook"), which is not attached hereto but is incorporated herein by reference. The Handbook is available for review at: <http://development.ohio.gov/cs/fiscalforms.htm>.

8. **Grantee Requirements.** Grantee shall comply with assurances and certifications contained in Attachments D and E, which are attached hereto and made a part hereof.

9. **Records, Access and Maintenance.** Grantee shall establish, and physically control for at least three years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.

10. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

11. **Audits.** An audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in C CFR 200 Subpart F – Audit Requirements within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition, Grantees must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven (7) days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantees may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to Special Projects Coordinator, Audit Office, P. O. Box 1001, Columbus, Ohio 43216-1001.

12. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

13. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

14. **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in Attachment A. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

15. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 17. in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

16. **Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the ORC, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.

17. **Termination.**

a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:

- i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
- ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
- iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
- iv. Cancellation of the grant of funds from HUD.

b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.

18. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

19. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.

20. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

21. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

22. **Adherence to State and Federal Laws, Regulations.**

a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

- b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

23. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

24. **Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.

25. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC 149.43 and are open to public inspection unless a legal exemption applies.

26. **Miscellaneous.**

- a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.

- b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement. Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

- c. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

- d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

- e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In the case of Grantor, to:

Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief

2. In the case of Grantee, to:

Medina County Commissioners
144 N. Broadway Street
Medina, OH 44256-1974
Attn: Adam Friedrich, President

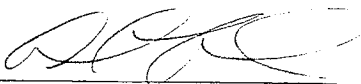
- f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.
- g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. **Permissible Expenses.** If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02(the "Expense Rule"), are a cost of the Project and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

GRANTEE:

Medina County Commissioners

Adam Friedrich, President

By: 

Printed Name: Adam Friedrich

Title: President, Board of Commissioners

Date: October 27, 2015

GRANTOR:

State of Ohio
Development Services Agency

David Goodman, Director

By: 

Printed Name: Ryan D. Burgess

Title: Assistant Director

Date: 11/11/15

OFFICE OF COMMUNITY DEVELOPMENT

ATTACHMENT A

SCOPE OF WORK AND BUDGET

I. GENERAL DATA

Grantee	Medina County Commissioners	Grant Number	B-F-15-1BV-1
Vendor I.D.No	102404	Total Grant Award	\$ 191,000
		Administrative Agency	Medina County Commissioners
Community CEO	Adam Friedrich	Administrative Contact	Robert Henwood
CEO Title	Board President	Title	Director Of Planning Services
Address	144 N Broadway St Medina, OH 44256	Address	124 W Washington St Medina, OH 44256
Phone Number	(330) 722-9517	Contact Phone Number	(330) 722-9219
Fax Number		Contact Fax Number	
County	Medina	% of Grant for Admin/FH	6.81 %
Field Area / Rep	Timothy Leasure	% of Project \$ - LMI Benefit	79.15 %
		% of Project \$ - Public Serv	14.97 %
Ohio House Dist/Rep	69 - Steve Hambley 70 - David Hall	Senate District	22 - Larry Obhof

II. PROJECT DESCRIPTION

Medina County will complete four projects with its PY 2015 Community Development Allocation Program funds. Project 1: Homer Township - Demolition: The County will demolish five structures located at 10767 Simcox and 12305 Greenwich Roads. Project 2: City of Brunswick - Street Improvements: 250 l.f. of Judita Drive will be reconstructed. Project 3: County-Wide - Public Service: Transit services will be provided to elderly and disabled persons. Project 4: Village of Seville - Parks and Recreation: Cy Hewitt Park: Concrete work (pad and sidewalk, approximately 500 s.f.), and outdoor furniture purchase and install. Leohr Park: Concrete ADA accessible fishing platform installation, concrete work (pads, walkway, approximately 1,040 s.f.), ADA van parking space, and outdoor furniture. Medina County will also complete a standard fair housing program and use funds for general administration.

III. LEVERAGED FUNDS

Provider	Amount	Fund Category	Fund Type	Term	Interest Rate
Brunswick City	\$ 32,500	State and Local Funds	In Kind		
Federal Transit Admin.	\$ 1,935,095	Other Federal	Grant	N/A	N/A
Medina County Transit Contracts/Misc.	\$ 777,055	Other Funds	In Kind		
Medina County Transit Fares/General Fund	\$ 189,443	State and Local Funds	In Kind		
Ohio Dept. of Transportation	\$ 187,009	State and Local Funds	Grant	N/A	N/A
Village of Seville	\$ 850	State and Local Funds	Grant	N/A	N/A
Grant Funds	\$ 191,000				
Total	\$ 3,312,952				

OFFICE OF COMMUNITY DEVELOPMENT

ATTACHMENT A

SCOPE OF WORK AND BUDGET

Grantee Medina County Commissioners

Grant Number B-F-15-1BV-1

IV. AWARDED PROGRAM BUDGET

Project Category / Activity Name	Total Cost	CDBG Allocation	Other Funds Amount - Source
1-Homer Township Demolitions			
1-Demolition / Clearance	\$ 37,100	\$ 37,100	\$ 0
2-Judita Drive Reconstruction Phase 1			
1-Street Improvements	\$ 106,400	\$ 73,900	\$ 32,500 Brunswick City
3-Medina County Public Transit			
1-Public Services	\$ 3,117,202	\$ 28,600	\$ 3,088,602 Multiple Sources
4-Seville Parks ADA Upgrades			
1-Parks & Rec. Facilities	\$ 39,250	\$ 38,400	\$ 850 Village of Seville
5-Admin / Fair Housing / Planning			
1-Fair Housing Program	\$ 3,000	\$ 3,000	\$ 0
2-General Admin	\$ 10,000	\$ 10,000	\$ 0
5-Admin / Fair Housing / Planning Subtotal	\$ 13,000	\$ 13,000	\$ 0
Total Awarded	\$ 3,312,952	\$ 191,000	\$ 3,121,952

V. PROGRAM DATA

Project Name	Beneficiaries	LMI Percent	National Objective
1-Homer Township Demolitions	1,540	44.48 %	Slum & Blight (SBA)
2-Judita Drive Reconstruction Phase 1	237	61.32 %	Area Wide Benefit (LMA)
3-Medina County Public Transit	1,269	100.00 %	Limited Clientele (LMC)
4-Seville Parks ADA Upgrades	220	100.00 %	Limited Clientele (LMC)
Total Beneficiaries	3,266		

VI. SERVICE AREA

Project Name	Census Tract Number / Benefiting Jurisdiction	Block Group Number	Activity Qualified
1-Homer Township Demolitions	Homer Township	ALL	Slum & Blight (SBA)
2-Judita Drive Reconstruction Phase 1	4154.00	3	Census
3-Medina County Public Transit	Medina County	ALL	Limited Clientele (LMC)
4-Seville Parks ADA Upgrades	Seville Village	ALL	Limited Clientele (LMC)

OFFICE OF COMMUNITY DEVELOPMENT

ATTACHMENT A

SCOPE OF WORK AND BUDGET

Grantee Medina County Commissioners

Grant Number B-F-15-1BV-1

VII. PROGRAM OUTCOMES

Project Name/Activity Name	Units	Outcomes
1-Homer Township Demolitions		
1-Demolition / Clearance	5.00	Structures Demolished
2-Judita Drive Reconstruction Phase 1		
1-Street Improvements	250.00	Linear Feet
3-Medina County Public Transit		
1-Public Services	Presumed Class	Severely Disabled Adults
	Narrative	Medina County Public Transit provides fixed-route public transportation services throughout Medina County for the benefit of elderly, disabled, and low/moderate income residents.
4-Seville Parks ADA Upgrades		
1-Parks & Rec. Facilities	Presumed Class	Severely Disabled Adults
	2.00	General Park Improvements
5-Admin / Fair Housing / Planning		
1-Fair Housing Program	1.00	Standard Fair Housing Program

COMMUNITY DEVELOPMENT PROGRAM

ATTACHMENT B

SPECIAL CONDITIONS

1. Grant Execution. This Agreement must be signed by Grantee's authorized official, approved by its governing body, and returned to Grantor within ten working days. Failure to do so may result in the cancellation of this Agreement.
2. Environmental Review Requirements. Grant activities cannot be implemented prior to an Environmental Release of Funds from Grantor. Drawdown requests from Grantee for specific activities under this Agreement will not be processed until Grantee's Environmental Review process has been appropriately completed and accepted by the Grantor.
3. Eligible Costs.
 - a. Expenditures may only be made for those activities contained in Attachment A. In no case may an expenditure be made for an activity considered ineligible under the CDBG regulations or not allowed under the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the OCD website here: http://development.ohio.gov/cs/cs_ocp.htm
 - b. Amendments to Attachment A must be made in accordance with the procedures set in the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the OCD website here: http://development.ohio.gov/cs/cs_ocp.htm
 - c. The costs of preparing the application and environmental review may be incurred before the date of Grant Agreement execution.
4. Fair Housing Requirements. Grantees are required to affirmatively further fair housing and document actions and compliance. Listed below are the specific minimum requirements for Grantees receiving State Community Development Block Grant Program funds.

Grantee shall:

- a. Appoint a local fair housing coordinator, who is an employee of the unit of local government and will generally be accessible Monday through Friday. A consultant or agency may be used to carry out the fair housing requirements with the exception of the local contact responsibilities. The name and contact information of the local fair housing coordinator and consultant/agency, if applicable, must be printed in all fair housing materials and reported to OCD.
- b. Conduct or maintain an Analysis of Impediments to Fair Housing Choice (AI) to determine impediments to fair housing choice. The AI will present a clear analysis of the information collected; outline changes needed to correct or overcome identified impediments; include a specific plan of action; and include a timeline or schedule for the resolution of the identified problems or impediments. Grantee will have an on-going process for identifying fair housing concerns, and for analyzing local efforts to address or mitigate specific issues. At a minimum, the AI will be updated annually.
- c. Establish and implement a process to receive fair housing complaints and forward the complaints to the Ohio Civil Rights Commission, which is charged with investigation and enforcement. Records must describe the type of referral, copies of Housing Discrimination Complaint records (HUD-903 or equivalent), date of the referral, and any follow-up action.
- d. Annually, the Grantee shall conduct training activities and provide educational materials to residents of project/activity areas, or targeted special populations, in which CDBG or HOME Investment Partnerships Program activities are planned to be undertaken. The Grantee shall also provide training and information to at least three additional civic, social groups and/or schools in the community. Records must contain an agenda, sign-in sheet, minutes, a description of the audience, and any follow-up to occur for each training session.
- e. Develop and distribute fair housing information and materials (e.g. brochures, pamphlets, posters, and other informational materials) quarterly throughout the grant period to a minimum of ten public events, agencies or organizations (e.g. county fair, post office, employment services office, etc.). The telephone number (including a telephone number for use by the hearing impaired) of the local fair housing coordinator must be printed on all fair housing materials. The Grantee must maintain a list of distribution locations, dates, and estimated quantities and types of distributed materials. This includes the following:
 - 1) Distribute fair housing information to all housing activity applicants and program participants, including tenant based rental assistance applicants/participants. Outreach materials must include information regarding potentially discriminatory actions associated with lending, insurance, and real estate.

- 2) Provide fair housing and Ohio landlord-tenant law training and/or information to owners of rental properties receiving assistance.
- 3) Homebuyer education or counseling activities must include information regarding potentially discriminatory actions associated with lending, insurance, and real estate.
- f. Submit the Affirmative Fair Housing Marketing (AFHM) plans and affirmative marketing procedures for all CDBG- and HOME-assisted housing sale or rental projects containing five or more units to the OCD Civil Rights Specialist. Grantees developing five or more units for sale or rent must submit an affirmative marketing plan for review.
5. **Program Income.** Any program income resulting from expenditures of CDBG funds must be expended in accordance with the OCD Program Income Policy, incorporated by reference herein.
6. **Project Completion Requirements.** All projects, as identified in Attachment A of this Agreement, must be completed, i.e., work finished, by **December 31, 2016**. Any work not completed by this time may not continue without written approval by Grantor. There must also be a clause in each contract, funded in whole or part with CDBG funds, which stipulates that work be completed no later than **December 31, 2016**.
7. **Drawdown Requests.** All Request for Payment and Status of Funds Reports from Grantee for the Grant Funds under this Agreement must be received by Grantor by **January 31, 2017**.
8. **Closeout Requirements.**
 - a. Final Performance Reports for Grantee's program, as described in Attachment C to this Agreement, must be submitted to Grantor by **February 28, 2017**.
 - b. The Grantee is required to submit photographs of the completed project and a narrative that includes outcomes, beneficiaries, and a summary of the project's impact on the residents served with the Final Performance Report. OCD reserves the right to use these submissions for HUD and ODSA reporting.
 - c. Audit reports must be submitted according to the timeframes and procedures set in Attachment C of this Agreement.
9. **Clearance, Conversion, or Acquisition of Dwelling Units.** Any and all occupied rental units and all vacant occupiable low- and moderate-income units (rental or owner occupied) demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of activities assisted under the CDBG program must be replaced with low- and moderate-income dwelling units, according to procedures established in the community's Anti-Displacement and Relocation Plan.

A low- and moderate-income dwelling unit is defined as a unit with a market rental, including utility costs, that does not exceed the applicable Section 8 Fair Market Rent.

A vacant occupiable dwelling unit is one which meets any of the following criteria:
 - a. A vacant unit that is in standard condition (i.e., meets or exceeds local codes, or where no local code exists, current Residential Rehabilitation Standards (RRS) contained in Part II of the OCD Housing Handbook. The OCD Housing Handbook can be found on the OCD website here: http://development.ohio.gov/cs/cs_affordhousing.htm);
 - b. A vacant dwelling unit that is in substandard condition, but can be classified as "suitable for rehabilitation," as prescribed by Grantor; or
 - c. A vacant dwelling unit in any condition (standard or substandard) that has been occupied (by a person with a legal right to occupy the property) at any time within the period beginning one year before the date of the execution of the agreement with the demolition contractor
10. **Housing Rehabilitation Activities.** Housing rehabilitation activities must be implemented in accordance with the Grantor's Housing Handbook. In addition, Grantee must develop and adopt a local policies and procedures manual. All rehabilitation must meet or exceed the OCD's current Residential Rehabilitation Standards (RRS) contained in Part II of the OCD Housing Handbook. The OCD Housing Handbook can be found on the OCD website here: http://development.ohio.gov/cs/cs_affordhousing.htm.

Emergency home repair activities must meet the definition of "emergency" as included in Grantor's Housing Handbook. Grantee may not classify a repair as an emergency in order to: avoid establishing a local walk away policy; or to complete rehabilitation activities that do not meet the requirements included in the RRS.

1. **Special Condition on Lead Based Paint.** The Special Condition applies only to residential units and/or child occupied facilities that undergo rehabilitation with HUD funds where the HUD rehabilitation assistance does not exceed \$25,000 per unit, and where a lead-safe renovator listed by Ohio Department of Health (ODH) applies interim control measures to identified lead-based paint hazards or any lead-based paint hazards created as a result of the rehabilitation work pursuant to 24 CFR Part 35.930. This Special Condition does not apply to units that are listed as exempt at 24 CFR Part 35.115 or that are within de minimis levels at 24 CFR Part 35.1350. For activities that are covered by this Special Condition, Grantee shall:

- a. Distribute copies of lead-based paint educational brochures and materials prior to performance of any work when required to by 24 CFR 35.130 and get a receipt from the occupant that they have received the pamphlet.
- b. Use only lead-safe renovators who have completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program at a training provider approved by ODH.
- c. Use clearance technicians who are trained by an ODH approved training provider or use a licensed Lead Abatement Inspector or a licensed Lead Abatement Risk Assessor to clear units after rehabilitation.
- d. Maintain a file of information on appropriately qualified personnel (including proof of their qualifications) that are involved in inspecting, rehabilitating, cleaning or examining projects where rehabilitation, remodeling, or paint repair work has been performed on HUD assisted projects funded by Grantee, and furnish such information to Grantor personnel upon request.
- e. Maintain records in respective project files that document the results of any required clearance examination for a minimum of three years after completion of the project and allows Grantor to inspect these records upon request at any time during the three years after completion.
- f. Have a Risk Assessment performed by a licensed Risk Assessor on units prior to rehabilitation, and maintain a copy of the Risk Assessment report in the project file, which file shall be retained by Grantee for a period of three years after completion of the project, and which shall be made available for Grantor inspection upon request at any time during this three year time period.
- g. Have scope of work prepared by persons who have, at a minimum, successfully completed the one-day EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program or the Lead-Based Paint Risk Assessor Training or the Lead-Based Paint Contractor Training provided by a trainer approved and listed by ODH.
- h. Specify in the scope of work for projects involving lead-safe renovation each area that is subject to a clearance examination, and if the area is less than the entire unit, how the area will be appropriately isolated from the rest of the work site.
- i. Include the following provisions in each contract for renovation, rehabilitation, or paint repair in a lead-safe manner that is supported with HUD funds:
 - 1) That the contractor shall make available for inspection by Grantor staff, as well as Grantee's local staff, during normal business hours anytime while the renovation, rehabilitation, or paint repair is going on the entire work site, work specifications, and any documents related to the project.
 - 2) That the contractor will do work in a lead-safe manner in order to protect both workmen and occupants.
 - 3) That the contractor:
 - a) Shall maintain at the work site documentation of certification of all persons working on the project who have successfully completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program (or documentation that such persons are licensed abatement contractors or workers); and
 - b) Shall provide such documentation to Grantor personnel upon request
 - 4) That Grantee will terminate an agreement with any contractor who does not do the renovation, remodeling, or paint repair work in a lead-safe manner consistent with 24 CFR 35.900 to 35.940, and the HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing; and who fails to correct the inconsistent work practices.
 - 5) That Grantee will not pay for renovation, remodeling, or paint repair work done in a non lead-safe manner
 - 6) That each HUD-assisted unit that is subject to lead-safe renovation must pass a clearance examination. Clearance must be achieved using the methods and standards prescribed by O.A.C. 3701-32-12.

- 7) That a laboratory approved by the Director of the Ohio Department of Health shall conduct the analysis of all environmental samples.
- j. In carrying out this Agreement, Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, disability, national origin, ancestry, veteran status, or any other factor specified in section 125.111 of the Revised Code, in the civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.
- k. Grantee will incorporate the foregoing requirements of Section j in all of its contracts for performance of any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
11. Revolving Loan Funds. The grantee must transfer the appropriate Revolving Loan Fund (RLF) funds by resolution to the activities for which matching funds were committed in the Community Development Program application. The grantee is reminded it must follow all applicable CDBG rules and regulations pertaining to the activity for which the RLF funds are approved, including environmental review, procurement, and payment of federal prevailing wage rates. This special condition will serve as OCD's approval of the grantee's waiver request.
12. Universal Identifier and Central Contractor Registration. As a recipient of federal funds, Grantee will be required to maintain an active registration in the federal Central Contractor Registry (CCR) through the System for Award Management (SAM) as required by 2 CFR Part 25. Information on registration is available at www.sam.gov.
13. Special Conditions
- a. Grantees will be required to submit an Environmental Review Certification or Request for Release of Funds (RROF) by **February 15, 2016** for all PY 2015 Community Development Block Grant (CDBG) Community Development Program activities not included in the Environmental Review Documentation and Certification Form for General Administration, Fair Housing, and Planning. Grantees failing to meet the February 15, 2016 deadline will be notified in writing. Failure to meet the February 15, 2016 deadline may reduce the grantee's likelihood of approval of extension or amendment requests for the subject grant agreement. Failure to meet the February 15, 2016 deadline will also affect the grantee's administrative capacity rating, which may impact the grantee's ability to apply successfully for competitive OCD-funded programs.
- b. Any CDBG Critical Infrastructure Program Grant Funds must be expended on a pro-rata basis with other private and public funds committed to this project as described in Attachment A. Grantee must keep on file appropriate documentation of these expenditures to show compliance with this condition.
- c. If the Attachment A includes Critical Infrastructure, Neighborhood Revitalization or Downtown Revitalization Program funds, the Grantee must notify the Grantor of any changes or modifications to the financing package as identified in Attachment A of this Agreement. Modification to the financing structure may affect the grant award to the Grantee.

COMMUNITY DEVELOPMENT PROGRAM

ATTACHMENT C

REQUIRED REPORTS

Grantee shall submit the reports listed below in an adequate and timely fashion. Grantor shall provide a format for these reports and shall instruct Grantee on the proper completion of said reports.

All report forms and requirements listed herein shall be provided by Grantor, but shall not be construed to limit Grantor in making additional and/or further requests, nor in the change or addition of detail to the items listed below:

1. Grantee shall submit to Grantor a Status Report within thirty days of the request by Grantor
2. Grantee shall submit a Final Performance Report at the conclusion of the project(s) which are the subject of this Agreement.
3. Grantee shall comply with the reporting requirements as outlined in 2 CFR 200 and provided in 15-06 - OCD Grant Operations & Financial Management Program Policy Notice. The OCD Program Policy Notices can be found at http://development.ohio.gov/cs/cs_policynotices.htm.
4. Grantee shall retain all records, receipts, etc., for a period of three years after the "Final Closeout" of this Agreement per 2 CFR 200.333. Grantor shall notify Grantee in writing once this Agreement has met the necessary requirements of "Final Closeout."
5. If applicable, Grantee shall submit a Certificate of Completion upon the expenditure of all Grant Funds provided under this Agreement.

COMMUNITY DEVELOPMENT PROGRAM

ATTACHMENT D

GRANTEE ASSURANCES AND CERTIFICATIONS

The following assurances will be contained in this Agreement between the Grantor and Grantee.

Grantee hereby assures and certifies that:

1. It possesses legal authority to apply for and accept the grant, and to execute the proposed program.
2. Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the filing and acceptance of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
3. It has facilitated or will facilitate citizen participation by:
 - a. providing adequate notices for two public hearings ten days in advance of the hearing;
 - b. holding two hearings on the proposed application before adoption of a resolution or similar action by the local governing body authorizing the filing of the application. The first hearing must present all eligible Office of Community Development funded programs and allow citizen input, while the second hearing must be held to discuss specific application proposals that the community intends to submit (the community need only hold the first hearing once annually to discuss the current fiscal year eligible Office of Community Development programs);
 - c. providing for citizen participation by holding one public hearing when considering amendments to grants funded through the Office of Community Development; and
 - d. it is following a detailed citizen participation plan which:
 - i. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Section 106 funds are proposed to be used, and in the case of a grantee described in section 106(a) of the National Environmental Policy Act of 1969, provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction;
 - ii. provides citizens with reasonable and timely access to local meetings, information, and records relating to Grantee's proposed use of funds, as required by regulations of the Secretary, and relating to the actual funds under this title;
 - iii. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by Grantee;
 - iv. provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled;
 - v. provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
 - vi. identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate. This paragraph may not be construed to restrict the responsibility or authority of Grantee for the development and execution of its community development program.
4. Its chief executive officer or other officer of applicant approved by the state:
 - a. consents to assume the status of a responsible Federal Official under the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to 24 CFR 570 and to the Community Development Program; and
 - b. is authorized and consents on behalf of the applicant and himself to accept the jurisdiction of the Federal courts for the purpose of enforcement of his responsibilities as such an official.

5. It will comply with the requirements of 2 CFR 200 as they relate to the application, acceptance, and use of Federal funds under this part.

6. It will comply with:

- a. Section 110 of the Housing and Community Development Act of 1974, as amended, 24 CFR 570.487 and State law and regulations regarding the administration and enforcement of labor standards;
- b. the Provisions of the Davis-Bacon Act (46 U.S.C. 3141-3148) with respect to prevailing wage rates (except for projects for the rehabilitation of residential properties of fewer than <NUMBER OF UNITS> units);
- c. the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 3701-3708, that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week; and
- d. the Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week.

7. It will comply with all requirements imposed by HUD and the State concerning special requirements of law, program requirements, and other administrative requirements, approved in accordance with 2 CFR Part 200.

8. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution

9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Part to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A-117 1-R 1972, subject to the exceptions contained in 41 CFR 101-19.604. The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor

10. It will comply with:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d - 2000d-7), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. These regulations are codified at 24 CFR Part 1

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance will obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

- b. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601), as amended by the Fair Housing Amendments Act of 1988 (Pub. L. 100-430, 102 Stat. 1619) administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services. Implementing regulations appear as 24 CFR Part 100 - 155.
- c. Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs, requiring that programs and activities relating to housing and urban development be administered in a manner affirmatively to further the goals of Title VIII of the Civil Rights Act of 1968.
- d. Section 109 of the Housing and Community Development Act of 1974 (42 U.S.C. 3535(d) and 42 U.S.C. 5309), as amended, and the regulations issued pursuant thereto (24 CFR Part 6), which provides that no person in the United States shall, on the grounds of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this Part.
- e. Executive Order 11063 as amended by Executive Order 12259 to take all action necessary and appropriate to provide equal opportunity and nondiscrimination in the sale, leasing, rental, or other disposition of residential property and related facilities provided in whole or in part by Federal Assistance. Implementing regulations are codified at 24 CFR Part 107

- f. Executive Order 11246, as amended by Executive Orders 11375 and 12086 and the regulations issued pursuant thereto (24 CFR Part 130 and 41 CFR Chapter 60), which provides that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal and Federally assisted construction contracts. Contractors and subcontractors on Federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, promotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training and apprenticeship.
 - g. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), to the end that no otherwise qualified individual with handicaps shall solely by reason of his or her handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the U.S. Department of Housing and Urban Development. Implementing regulations are codified at 24 CFR Part 8 and 9.
 - h. The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157; 24 CFR Part 40) requirements for accessibility by physically handicapped persons.
 - i. The Age Discrimination Act of 1975 (42 U.S.C. 6101) that no persons in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities receiving Federal financial assistance. Implementing regulations are codified at 24 CFR Part 146.
11. It will comply with Section III of the Housing and Urban Development Act of 1968, as amended, requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the area of the project. Implementing regulations are codified at 24 CFR Part 135.
12. It will:
- a. to the greatest extent practicable under State law, comply with Sections 301 and 302 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and will comply with Sections 303 and 304 of Title III, and implementing instructions of 49 CFR Part 24;
 - b. inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
 - c. adopt, make public and certify that it is following a Residential Anti-displacement and Relocation Assistance Plan as described in 24 CFR Part 42.
13. It will:
- a. comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24 and 24 CFR Part 42;
 - b. provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act, as amended, and implementing instructions of 49 CFR Part 24 and 24 CFR Part 42 to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair and consistent manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, or source of income;
 - c. assure that within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
 - d. inform affected persons of the relocation assistance, policies and procedures set forth in the regulations of 49 CFR Part 24 and 24 CFR Part 42.
14. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
15. It will comply with the provisions of the Hatch Act, which limits the political activity of employees.
16. It will give the State, HUD and the Comptroller General through any authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant.

17. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the State and HUD of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

18. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, P.L. 93-234, 87 Stat. 975, and approved December 31, 1973. Section 102(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal assistance for construction or acquisition purposes for use in any area that has been identified by the Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

19. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

- a. consulting with State Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the proposed activity; and

- b. complying with all requirements established by the State and HUD to avoid or mitigate adverse effects upon such properties.

20. It will comply with:

- a. the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) and 24 CFR Part 58;

- b. Executive Order 11988, Floodplain Management;

- c. Executive Order 11990, Protection of Wetlands;

- d. the Endangered Species Act of 1973, as amended (16 U.S.C. 1531 et seq.);

- e. the Fish and Wildlife Coordination Act of 1958, as amended (16 U.S.C. 661 et seq.);

- f. the Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. 1271);

- g. the Safe Drinking Water Act of 1974, as amended (42 U.S.C. 300(f) et seq.);

- h. Section 401(f) of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4831(b));

- i. the Clean Air Act of 1970, as amended (42 U.S.C. 7401 et seq.);

- j. the Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. 1251 et seq.);

- k. the Clean Water Act of 1977 (P.L. 95-217); and

- l. the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (43 U.S.C. 6901 et seq.).

21. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

22. Its activities concerning lead-based paint will comply with the Lead-Based Paint requirements of 24 CFR Part 35, subparts A, B, J, K and R.

23. It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

24. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following as applicable:

- a. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401. "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- h. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- j. See §200.322 Procurement of recovered materials.

COMMUNITY DEVELOPMENT PROGRAM

ATTACHMENT E

LOCAL GOVERNMENT CERTIFICATIONS TO THE STATE

Title I, Section 106 of the Housing and Community Development Act of 1974, as amended, requires that no amount may be distributed by the State under the CDBG Program to any unit of general local government located in a nonentitlement area unless such unit of general local government certifies that:

1. It will minimize the displacement of persons as a result of activities assisted with such amounts.
2. Its program will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) and the Fair Housing Act (42 USC 3601-20), and that it will affirmatively further fair housing.
3. It is following a detailed citizen participation plan which:
 - a. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Section 106 funds are proposed to be used, and in the case of a grantee described in Section 106(a), provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction;
 - b. provides citizens with reasonable and timely access to local meetings, information, and records relating to Grantee's proposed use of the Grant Funds, as required by regulations of the Secretary and relating to the actual funds under this title;
 - c. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by Grantee;
 - d. provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled;
 - e. provides for a timely written answer to written complaints and grievances, within 15 working days where practicable; and
 - f. identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate. This paragraph may not be construed to restrict the responsibility or authority of the grantee for the development and execution of its community development program.
4. It will not attempt to recover any capital costs of public improvements assisted in whole or in part under Section 106 or with amounts resulting from a guarantee under Section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under Section 106 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from resources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income, Grantee certified to the State it lacks sufficient funds received under Section 106 to comply with the requirements of clause (i).
5. In order to receive Title I funds, it will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act).
6. The chief executive officer of the unit of general local government certifies, to the best of his or her knowledge and belief, that:
 - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement;
 - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

- c. grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

REGULAR MEETING – TUESDAY, SEPTEMBER 6, 2016

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Adam Friedrich Timothy C. Smith Patricia G. Geissman

Mr. Smith offered the following resolution and moved the adoption of same, which was duly seconded by Mrs. Geissman.

RESOLUTION NO. 16-0750

**ACCEPTING AND AWARDING BIDS FOR
CITY OF BRUNSWICK STREET IMPROVEMENT PROJECT**

WHEREAS, the Medina County Planning Services Director was authorized to bid for PY 2015 Community Development Block Grant (CDBG)-funded Judita Drive, Phase 1 street improvements in the City of Brunswick on July 26, 2015 by Resolution No. 16-0658, and

WHEREAS, bid specifications were prepared and advertised in a newspaper of general circulation within the County, and

WHEREAS, bids were opened on August 15, 2016 pursuant to law with the following results:

<u>Bidder</u>	<u>Base Bid Amount</u>
Set in Stone Contracting, LLC	\$79,470.00
Konstruktion King	\$87,735.00
Eclipse Co., LLC	\$106,596.19
Fabrizi Trucking & Paving Co., Inc.	\$105,000.00

WHEREAS, bids were referred to the City of Brunswick's Engineer for review and a recommendation for bid award.

NOW, THEREFORE, BE IT RESOLVED that the bids from the above-referenced companies be hereby accepted for the PY 2015 CDBG City of Brunswick Judita Drive, Phase 1 Improvement project.

BE IT FURTHER RESOLVED that, as the lowest and best bidder, the contract for this work be awarded to Set in Stone Contracting, LLC in the total amount of \$79,470.00, and that the Board of County Commissioners hereby authorizes the execution of an agreement for this project.

Voting AYE: Mr. Friedrich, Mr. Smith and Mrs. Geissman

Adopted: September 6, 2016

Prepared by: Planning Services Director

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 60-16

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION AUTHORIZING THE MEDINA COUNTY DEPARTMENT OF PLANNING SERVICES TO AWARD A CONTRACT TO SET IN STONE CONTRACTING, LLC, THE LOWEST AND BEST BIDDER, TO CONSTRUCT THE JUDITA DRIVE RECONSTRUCTIN PROJECT, PHASE 2, IN AN AMOUNT NOT TO EXCEED \$79,470.00 TO BE FUNDED AS PROVIDED HEREIN.

WHEREAS: On May 9, 2016, this Council adopted Resolution No. 33-16 authoring the City Manager and City Engineer to submit a Community Development Block Grant (“CDBG”) Application for the Judita Drive Reconstruction Project, Phase 2 (the “Project”);

WHEREAS: The preliminary estimate of the Project cost was \$105,895.00, which would include approximately \$73,395.00 in CDBG funds relative to the base bid for the Project and \$32,500.00 in City funds for engineering and inspection services related to the Project;

WHEREAS: A total of \$73,900.00 in CDBG funds were awarded for the Project;

WHEREAS: The City has expended the total amount of \$32,500.00 for engineering and inspection fees for the Project;

WHEREAS: Medina County received four (4) base bids to construct the Project in accordance with public bidding requirements;

WHEREAS: The four (4) received public base bids were opened on August 15, 2016, with Set in Stone Contracting, LLC determined to be the lowest and best bidder at \$79,470.00, which base bid exceeds awarded CDBG funds by \$5,570.00; and

WHEREAS: Funding for the Project shall be as follows: (a) CDBG FY 2015 funds to be provided by Medina County in the amount of \$73,900.00; and (b) Road Improvement Funds from the City in an amount not to exceed \$5,570.00.

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

SECTION 1: That the Medina County Department of Planning Services is hereby authorized to award a contract to Set in Stone Contracting, LLC, the lowest and best bidder, to construct the Project in an amount not to exceed \$79,470.00.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary to allow immediate commencement of the Project and ensure completion during the 2016 construction season. Therefore, the same shall be in full force and effect from

and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading_____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____

Clerk of Council
Barbara J. Ortiz, CMC

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 09/12/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 61-16** - An emergency resolution of intent to appropriate two (2) non-exclusive, perpetual emergency access easements consisting of approximately 0.53 and 0.28 acres from and through portions of property owned by HD Development of Maryland, Inc. identified as PPN 003-18D-04-008 to provide emergency access for the first responders to property owned by the City of Brunswick (PPN 003-18D-04-024) - **1st Reading** (To be brought from Committee-of-the-Whole, Administration/Ken Fisher)

BACKGROUND: The City has determined the necessity to obtain two non-exclusive, perpetual emergency access easements consisting of 0.53 and 0.28 acres from and through property owned by HD Development of Maryland, Inc. This is identified as PPN 003-18D-04-008 as shown on the Exhibit.

This will provide emergency access for first responders to property owned by the City of Brunswick.

**PURPOSE AND
EXPLANATION:**

**IMPLEMENTATION
SCHEDULE:**

Adopted on September 12 as an emergency with suspension of the rules.

**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?

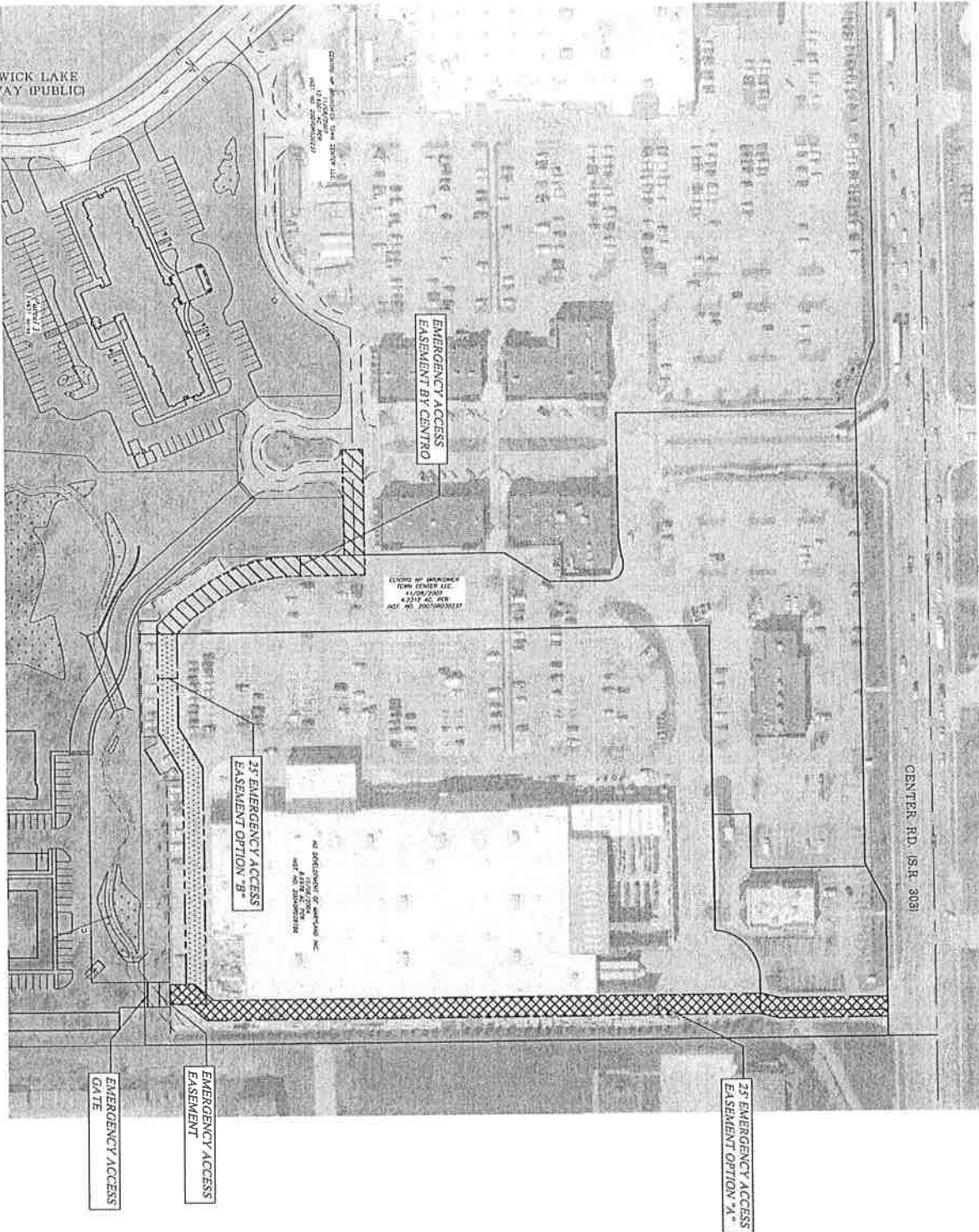
Recommended as an emergency with suspension of the rules to allow the immediate emergency

access for first responders

To be adopted on September 12, 2016.

**ADDITIONAL
INFORMATION:**

BRUNSWICK LAKE
PARKWAY (PUBLIC)



EXHIBIT

"1"

tabbles

BRUNSWICK LAKE PKWY
CITY OF BRUNSWICK, MEDINA CO.
ACCESS EASEMENT EXHIBIT

MCKINLEY DEVELOPMENT CO., LTD.
1201 S. MAIN ST.
NORTH CANTON, OH 44720

GBC DESIGN, INC.
845 White Pond Drive Akron, OH 44320-4133
Phone 330-876-0270 Fax 330-876-4762

REVISIONS

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 61-16

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION OF INTENT TO APPROPRIATE TWO (2) NON-EXCLUSIVE, PERPETUAL EMERGENCY ACCESS EASEMENTS CONSISTING OF APPROXIMATELY 0.53 AND 0.28 ACRES FROM AND THROUGH PORTIONS OF PROPERTY OWNED BY HD DEVELOPMENT OF MARYLAND, INC. IDENTIFIED AS PPN 003-18D-04-008 TO PROVIDE EMERGENCY ACCESS FOR FIRST RESPONDERS TO PROPERTY OWNED BY THE CITY OF BRUNSWICK (PPN 003-18D-04-024).

WHEREAS: The City of Brunswick has determined the necessity to obtain two (2) non-exclusive, perpetual emergency access easements consisting of approximately 0.53 and 0.28 acres from and through portions of property owned by HD Development of Maryland, Inc. identified as PPN 003-18D-04-008, as shown as Options "A" and "B" on Exhibit "1" attached hereto, to provide emergency access for first responders to property owned by the City of Brunswick (PPN 003-18D-04-024).

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

SECTION 1: That pursuant to Ohio law, this Council hereby declares the necessity and intent to appropriate two (2) non-exclusive, perpetual emergency access easements consisting of approximately 0.53 and 0.28 acres from and through portions of property owned by HD Development of Maryland, Inc. identified as PPN 003-18D-04-008, as shown as Options "A" and "B" on Exhibit "1" attached hereto, to provide emergency access for first responders to property owned by the City of Brunswick (PPN 003-18D-04-024).

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

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

PASSED: 1st Reading _____

RULES SUSPENDED: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

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

NOTICE TO LEGISLATIVE
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3165

TO

935794105431		STCK		WALGREEN CO	
PERMIT NUMBER		TYPE		DBA WALGREENS 05431	
ISSUE DATE				1337 PEARL RD	
08 31 2015				BRUNSWICK OH 44212	
FILING DATE					
C1 C2		PERMIT CLASSES			
52	022	C	F16658		
TAX DISTRICT			RECEIPT NO.		

FROM 07/26/2016

PERMIT NUMBER		TYPE	
ISSUE DATE			
FILING DATE			
PERMIT CLASSES			
TAX DISTRICT		RECEIPT NO.	



MAILED 07/26/2016

RESPONSES MUST BE POSTMARKED NO LATER THAN. 08/26/2016

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.
REFER TO THIS NUMBER IN ALL INQUIRIES

C STCK 9357941-05431

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT
THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☒

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

Barbara J. Ortiz
(Signature)

(Title) - ☐ Clerk of County Commissioner

(Date)

☒ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF BRUNSWICK CITY COUNCIL
4095 CENTER RD
BRUNSWICK OHIO 44212