



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 26, 2016

1. Prayer and Pledge of Allegiance
2. Roll Call of Members
3. Correspondence
4. Approval of regular Council Meeting Minutes dated September 12, 2016.
 - (a) Council Meeting Minutes dated September 26, 2016.
5. Mayor's Report:
 - (a) Proclamation presented to Joyce Mills, Elaine Koty and Tom Smith for Pet Awareness Day;
 - (b) Recognition of Dr. Cirino upon his 10th Anniversary in the City of Brunswick;
 - (c) Proclamation to proclaim September as Prostrate Cancer Awareness Month;
 - (d) Mayor's recommendation to appoint Denise Arnaud to the Ethics Board;
 - (e) Mayor's Update
6. Clerk of Council's Report
7. Council Committee Reports:
 - Economic Development.....Mr. Johnson
 - Services, Utilities, Technology & Cable.....Mr. Salzgeber
 - (35) Services Committee Meeting minutes dated September 8, 2016
 - Finance Committee.....Mrs. Hanek
 - (36) Finance Committee Meeting minutes dated September 12, 2016
 - Safety & Environment.....Mr. Hanek
 - Planning & Zoning Committee.....Mr. Ousley
 - Parks, Recreation & Community Committee.....Mr. Abella Jr.
 - Building & Building Code Committee.....Mr. Capretta
 - (37) Building Code Committee meeting minutes dated September 12, 2016

8. Other Boards and Commissions

(a) Committee of the Whole Meeting minutes dated September 12, 2016

9. Petitions from the Public on Legislation

10. Reading of Legislation and Action on Legislation:

a. 3rd Reading(s)

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 1, in an amount not to exceed \$79,470.00 to be funded as provided herein - **3rd Reading** (To be brought from Committee-of-the-Whole, **Revised 9-14-16**, *Administration/Matt Jones*)

b. 2nd Reading(s)

c. 1st Reading(s)

RES. NO. 62-16 - An emergency resolution giving consent to the Ohio Department of Transportation to perform a systematic sign replacement of Interstate 71 in the City of Brunswick - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

RES. NO. 63-16 - An emergency resolution amending Resolution No. 23-16 by authorizing a total contract amount for the 2016 concrete repair program awarded to Catts Construction, Inc. in an amount not to exceed \$500,086.79 - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

11. City Manager's Report

12. Administrative Departments

13. Open Forum

14. Unfinished Business

15. New Business

16. Adjournment

CITY OF BRUNSWICK, OHIO
MINUTES OF COUNCIL
MONDAY, SEPTEMBER 12, 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.

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

CORRESPONDENCE: THERE WAS NONE.

APPROVAL OF REGULAR COUNCIL MEETING MINUTES DATED JULY 25, 2016: PATRICIA HANEK MOVED TO APPROVE THE COUNCIL MEETING MINUTES DATED JULY 25, 2015 AS WRIT, SECONDED BY NICHOLAS HANEK. ROLL CALL - AYES - 7, BRIAN OUSLEY, ALEX JOHNSON, MICHAEL ABELLA JR., ANTHONY CAPRETTA, PATRICIA HANEK, NICHOLAS HANEK, JOSEPH SALZGEBER. NAYS - 0. MOTION CARRIED.

MAYOR'S REPORT:

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.

Recognition of Hunger Action Month:

Mayor Falconi read a proclamation to proclaim the month of September 2016 as Hunger Action Month in the City of Brunswick

Auditor of State Award for Distinction presented to the City of Brunswick:

A representative from the Auditor's Office presented the Auditor of State Award with Distinction. This award was given those entities that filed an annual CAFR and a timely financial report, as well as receive a clean audit report. This was the highest award the Auditor's Office gave.

CLERK OF COUNCIL'S REPORT: MRS. ORTIZ REMINDED EVERYONE THAT BRUNSWICK ART WORKS WILL HOST AN ART EXHIBIT FROM OCTOBER 3 THROUGH 8, 2016 THIS WILL BE HELD AT THE BRUNSWICK LIBRARY. IF ANYONE WAS INTERESTED IN PUTTING ARTWORK INTO THE SHOW THERE WERE APPLICATIONS LOCATED IN THE CITY HALL LOBBY.

COUNCIL COMMITTEE REPORTS:

Economic Development.....Mr. Johnson:

Mr. Johnson had no formal report tonight.

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

Joseph Salzgeber moved to approve the formal report dated July 14, 2016 as written, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Brian Ousley, Alex Johnson, Michael Abella Jr., Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Finance Committee.....Mrs. Hanek:

Patricia Hanek moved to approve the formal report dated July 25, 2015 as written, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Brian Ousley, Alex Johnson, Michael Abella Jr., Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

In addition, the Finance Committee met this evening to move Ordinance No. 58-16 to tonight's agenda.

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

Mr. Hanek had no formal report this evening. He noted that a September meeting will be scheduled that he was working on scheduling the exact date. The next scheduled meeting in October, he was going to hold a Ward Meeting on October 3 at City Hall in the Council Chambers. This will begin at 6:30 p.m. Information will be provided regarding the upcoming Safety Levy and the opportunity to receive updates from his ward and ask questions.

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

Mr. Ousley had no formal report this evening. He announced that this Thursday, September 15 at 6:00 p.m. the Planning & Zoning Committee Meeting will be held in the Caucus Room. The Planning Commission will meet at 7:00 p.m. in the Caucus Room and at 7:30 p.m. in the Council Chambers. They will be discussing the Huntington Bank free-standing ATM that they would look in front of Giant Eagle.

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

Mr. Abella had no formal report tonight.

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

Mr. Capretta stated the committee met this evening for general discussion. There was no formal report at this time.

OTHER BOARDS AND COMMISSIONS: PATRICIA HANEK MOVED TO APPROVE THE COMMITTEE-OF-THE-WHOLE MINUTES DATED JULY 18 AND JULY 25, 2016 AS WRITTEN, SECONDED BY ANTHONY CAPRETTA.

ROLL CALL - AYES - 7, BRIAN OUSLEY, ALEX JOHNSON, MICHAEL ABELLA JR., ANTHONY CAPRETTA, PATRICIA HANEK, NICHOLAS HANEK, JOSEPH SALZGEBER. NAYS - 0. MOTION CARRIED.

PETITIONS FROM THE PUBLIC ON LEGISLATION :

ROBERT MCCAFFERTY OF 3576 MONTEREY CIRCLE - MR. MCCAFFERTY POINTED OUT RES. NO. 59-16 ABOUT THE BRUCE DRIVE STORMWATER IMPROVEMENT PROJECT. HE STATED SOMEONE AUTHORIZED WATER TO RUN UPHILL. ALSO, HE INFORMED THE PIPE WAS TOO SMALL AND IT NEEDED TO BE A BIGGER DIAMETER. HE NOTED THAT IN RES. NO. 60-16 THAT THE CITY ALREADY PUT IN \$32,500 FOR THIS PROJECT. SOMEONE IN THE CAUCUS ROOM MENTIONED THE CITY WOULD BE PUTTING IN \$5,500. HE SAID THE TOTAL THE CITY WOULD BE PUTTING OUT WAS \$38,000.

READING OF LEGISLATION AND ACTION ON LEGISLATION:

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*):

RES. NO. 47-16 - Michael Abella Jr. moved to adopt, seconded by Anthony Capretta. Roll Call - Ayes - 7, Brian Ousley, Alex Johnson, Michael Abella Jr., Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Mr. Piepsny informed this will allow the Acting City Manager to replace one of the two main hot water tanks that was at the Recreation Center. The current one was more than twenty years old and was in need of replacement.

2ND READING(S)

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. 56-16 - Patricia Hanek moved to suspend the rules, seconded by Alex Johnson. Roll Call - Ayes - 7, Brian Ousley, Alex Johnson, Michael Abella Jr., Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Chief DeForest informed this will authorize the City to sell approximately 16 acres on Pearl Road just south of St. Ambrose. It was advertised in accordance with the Charter. The property was no longer needed for municipal purposes. The City received the minimum bid of \$162,000 from Sanctuary Health

out of Colorado.

Patricia Hanek moved to adopt, seconded by Joseph Salzgeber. Roll Call -Ayes - 7, Brian Ousley, Patricia Hanek, Alex Johnson, Michael Abella Jr., Anthony Capretta, Joseph Salzgeber and Nicholas Hanek. Nays - 0. Motion Carried.

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. 57-16 - Patricia Hanek moved to suspend the rules, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Brian Ousley, Alex Johnson, Michael Abella Jr., Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Mrs. Ortiz noted that this year the City did codification twice. This was from the last codification up through July 30, 2016. It was an emergency with suspension of the rules so that it would be adopted immediately and become effective to update and distribute all the supplements.

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

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*):

ORD. NO. 58-16 - Patricia Hanek moved to suspend the rules, seconded by Alex Johnson. Roll Call - Ayes - 7, Brian Ousley, Alex Johnson, Michael Abella Jr., Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Mr. Fischer stated this would put the City in conformity with the new and latest passed SB 172. This will be incorporated in Ohio Revised Code Chapter 718. Basically, SB 172 changed the due date for small businesses for an additional 15 days under this change than what they have today.

Patricia Hanek moved to adopt, seconded by Alex Johnson. Roll Call -Ayes - 7, Michael Abella Jr., Patricia Hanek, Brian Ousley, Nicholas Hanek, Joseph Salzgeber, Alex Johnson and Anthony Capretta.

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. 59-16 - Patricia Hanek moved to suspend the rules, seconded by Joseph Salzgeber. Roll Call - Ayes - 7, Brian Ousley, Alex Johnson, Michael Abella Jr., Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Mr. Keller stated that this project will remove an existing crossover culvert and make some structure improvements, a couple catch basins and replacement of the pavement above. The project was being funded using stormwater fee dollars.

Patricia Hanek moved to adopt, seconded by Alex Johnson. Roll Call -Ayes- 7, Alex Johnson, Joseph Salzgeber, Nicholas Hanek, Patricia Hanek, Michael Abella Jr., Brian Ousley and Anthony Capretta. Nays - 0. Motion Carried.

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. 60-16 - Patricia Hanek moved to suspend the rules, seconded by Joseph Salzgeber. Roll Call - Ayes - 7, Brian Ousley, Alex Johnson, Michael Abella Jr., Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Mr. Barnett informed this will allow the Medina County Department of Planning & Services to award the contract. It was approximately 230 feet of Judita Drive. It was a total reconstruction.

Patricia Hanek moved to adopt, seconded by Joseph Salzgeber. Roll Call -Ayes - 7, Nicholas Hanek, Brian Ousley, Michael Abella Jr., Joseph Salzgeber, Anthony Capretta, Alex Johnson, and Patricia Hanek. Nays - 0. Motion Carried.

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*):

RES. NO. 61-16 - Patricia Hanek moved to suspend the rules, seconded by Joseph Salzgeber. Roll Call - Ayes - 7, Brian Ousley, Alex Johnson, Michael Abella Jr., Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Mr. Fisher stated this was a resolution of intent to appropriate two nonexclusive perpetual emergency access easements to the rear of the Home Depot property to provide first responders with emergency access to adjacent City property.

Patricia Hanek moved to adopt, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Patricia Hanek, Joseph Salzgeber, Brian Ousley, Nicholas Hanek, Michael Abella Jr., Anthony Capretta and Alex Johnson. Nays - 0. Motion Carried.

CITY MANAGER'S REPORT:

CHIEF DEFOREST MENTIONED THAT THE RECENT STORY OF BUEHLER'S LEAVING THE CITY HAS BEEN MISCHARACTERIZED TO SOME DEGREE. IT WAS A MUTUALLY BENEFICIAL ECONOMIC ADVANTAGE FOR BOTH BUEHLER'S AND THE FOLKS THAT WERE COMING IN TO BUY THE PLAZA. HE KNOWS THAT HE HAS BEEN APPROACHED BY SOME PEOPLE IN THE COMMUNITY WITH THE SUPPOSITION THAT A COMPANY THAT

WAS COMING IN TO BUY THE PLAZA AND KICKING BUEHLER'S OUT.- THIS WAS INACCURATE. HE WANTED TO MAKE SURE THAT PEOPLE WERE AWARE OF THIS.

ALSO, AS THE MAYOR INDICATED THIS WAS THE HUNGER ACTION MONTH, HE REMINDED PEOPLE THAT THE CITY HAD BOXES IN THE LOBBY OF CITY HALL AT 4095 CENTER ROAD TO TAKE COLLECTIONS OF NONPERISHABLE FOOD ITEMS THAT WERE THEN DONATED TO THE BRUNSWICK FOOD PANTRY. HE MINDED EVERYONE TO MAKE DONATIONS WHEN AND IF THEY HAD THE ABILITY TO DO SO.

IN REGARDS TO THE INCOME TAX ADJUSTMENT THERE WAS A BALLOT ISSUE UP ON NOVEMBER 8 AND THERE WAS UPDATED ACCURATE INFORMATION REGARDING THIS ISSUE ON THE CITY'S WEBSITE. AFTER COUNCILMAN HANEK'S ANNOUNCEMENT THAT WARD 2 WILL BE HAVING A MEETING ON OCTOBER 3, 2016 AT 6:30 P.M., HE STRESSED IT WAS OPEN TO ANYONE. IF YOU WERE AVAILABLE THAT EVENING AND WANTED INFORMATION ABOUT INITIATIVE IT WAS A 0.15% INCOME TAX INCREASE FOR THE FUNDING TO GO TO POLICE AND FIRE. PLEASE SHOW UP THAT EVENING AND YOU WILL EVEN BE ABLE TO ASK QUESTIONS ABOUT BUEHLER'S AND OTHER TOPICS.

HE POINTED OUT THAT THE CITY WAS HOSTING SEVERAL SAFETY DAYS COMING UP. THEY ENCOURAGED PARENTS TO BRING THEIR CHILDREN TO THESE DAYS WHERE THEY WILL HAVE FIRE TRUCKS, CITY SAFETY FORCE EMPLOYEES, AND SAFETY FORCE EMPLOYEES FROM OTHER JURISDICTIONS. THE FIRST ONE COMING UP WILL BE AT KMART PLAZA ON SATURDAY, SEPTEMBER 17 FROM 11:00 A.M. TO 1:00 P.M. THE NEXT ONE WILL BE AT ARMBRUSTER STORAGE ON CENTER ROAD ON SATURDAY, SEPTEMBER 24 FROM 10:00 A.M. TO 2:00 P.M. THE FINAL ONE WILL BE AT HOME DEPOT SAFETY DAYS ON OCTOBER 1 FROM 9:00 A.M. TO 2:00 P.M. THAT SAME WEEK THERE WILL BE POLICE AND FIRE OPEN HOUSES. THE POLICE DEPARTMENT WILL BE OPEN AND FIRE STATION 1 LOCATED JUST WEST OF PEARL ROAD FROM 6:00 TO 8:00 P.M. EVERYONE WAS ENCOURAGED TO COME OUT AND TAKE A TOUR OF THE FACILITY.

ADMINISTRATIVE DEPARTMENTS: MR. FISCHER STATED THE CITY WILL BE INITIATING THE INTERNAL BUDGET DISCUSSIONS AND SPEAKING TO EACH DEPARTMENT AND GO THROUGH EVERY LINE ITEM. ULTIMATELY THOSE DISCUSSIONS WILL TURN INTO DECISIONS MADE BY THE CITY MANAGER AND THOSE DECISIONS GO INTO A 2017 BUDGET PROPOSAL. THIS WILL THEN BE PROPOSED TO CITY COUNCIL AND THAT GENERALLY TOOK PLACE EACH YEAR IN NOVEMBER OR DECEMBER FOR COUNCIL'S CONSIDERATION.

MR. BARNETT ANNOUNCED THE BRANCH CHIPPING PROGRAM WILL BEGIN THE WEEK OF SEPTEMBER 19 THROUGH THE 23. THE CREWS WILL BE OUT THROUGH THE CITY DOING BRANCH CHIPPING. THE PLAN WAS TO BE AT YOUR LOCATION ON THE DAY OF YOUR TRASH PICKUP. IF YOU COULD PULL THE BRANCHES OUT TO THE STREET WITH THE CUT END TOWARDS THE STREET, THIS WILL BE EASIER FOR THE CREWS TO PICK UP AND PUT INTO THE CHIPPER. THIS WILL BE DONE AS SAFELY AS POSSIBLE. HE ASKED THAT THE BRANCHES BE PUT OUT A FEW DAYS AHEAD OF TIME. CONTINUING, HE MENTIONED THE ASPHALT PROGRAM HAS BEEN COMPLETED THIS YEAR. THE PANEL PROGRAM WITH REPLACEMENT OF PANELS HAS BEEN DONE. THE CONTRACTOR ON THIS PROJECT WILL BE DOING MORE TOPSOIL, SEEDING AND MULCHING. THE CATCH BASIN PROGRAM WAS MORE THAN 50% DONE. THEY SHOULD BE DONE WITHIN THE NEXT COUPLE OF WEEKS. THE I-71 SLIP RAMP PROGRAM ON S.R. 303 HAD THE SLIP RAMP OPEN BACK UP. IT HAS BEEN RECONSTRUCTED WITH A NEW LOCATION. THE CONTRACTOR WAS WORKING ON THE NORTH SIDE OF THE ROADWAY CURRENTLY. WITHIN THE NEXT WEEK OR SO HE WILL BE MOVING TO INSTALLING SOME MEDIUMS BETWEEN THE EASTBOUND AND WESTBOUND LANES OF TRAFFIC. THE LANE RESTRICTIONS WILL CONTINUE FOR PROBABLY AROUND THREE WEEKS. AT THAT POINT IT WILL BE OPEN

UP TO TRAFFIC AND THEY WILL BE DOING NIGHTTIME RESURFACING.

HE BROUGHT UP THAT UNFORTUNATELY, THE FUNDING OF SOME PROGRAMS BECOMES AVAILABLE JUST AS THE SCHOOLS WERE STARTING. THIS WAS WHAT HAPPENED TO THE FINAL PHASE OF HADCOCK. CURRENTLY THEY HAD SOUTHBOUND TRAFFIC ONLY FROM SOUTH OF MILLER TO JUST NORTH OF SR 303. THIS WAS ONLY SOUTHBOUND TRAFFIC AND LOCAL ACCESS ONLY. THE ALTERNATE ROUTES WERE PEARL ROAD TO KELLER HANNA OR MINER. ALSO, THE RESURFACING OF W. 130TH STREET HAS BEEN COMPLETED. THE CONTRACTORS WERE WORKING ON A COUPLE PUNCH LIST ITEMS.

MR. PIEPSNY ANNOUNCED THAT ON WEDNESDAY, SEPTEMBER 14 THE RECREATION CENTER WILL BE HOSTING A SILVER SNEAKER'S EVENT. AT THE BEGINNING OF SUMMER THEY CHALLENGED THE SILVER SNEAKER MEMBERS THAT IF THEY WORKED OUT TWENTY-FIVE TIMES OR MORE BETWEEN JUNE 1 AND AUGUST 31 THAT THE RECREATION CENTER WILL CELEBRATE THEIR HARD WORK WITH A LUNCHEON AND BEVERAGES ON THE OUTDOOR POOL DECK. THIS WILL TAKE PLACE BETWEEN NOON AND 3:00 P.M. THIS WEDNESDAY. MORE THAN 100 SENIORS WORKED OUT MORE THAN THE TWENTY-FIVE TIMES AND MET THAT GOAL. HE CONGRATULATED ALL OF THEM.

ALSO, HE ANNOUNCED THE GYM WILL BE CLOSED THIS THURSDAY STARTING AT 9:00 A.M. FOR ONE DAY AND POSSIBLY TWO DAYS. THEY WILL BE DOING THE HIGH DUSTING PROJECT WHERE A COMPANY CAME IN AND HIGH DUST THE CEILING, WALLS, RAFTERS AND AIR DUCTS. THIS WILL BE A CLEANER ENVIRONMENT FOR ALL THE MEMBERS AND GUESTS. HE REMINDED EVERYONE THAT THAT THE RECREATION CENTER WERE NOW ON THEIR WINTER HOURS. THIS MEANT THAT FROM MONDAY THROUGH FRIDAY THEY WERE NOW OPEN UNTIL 10:00 P.M. INSTEAD OF THE 9:00 P.M. CLOSING TIME.

MRS. HANEK CONGRATULATED THE FINANCE DEPARTMENT FOR THEIR AUDITOR OF STATE AWARD.

MR. CAPRETTA ASKED MR. BARNETT IF THERE WILL BE ANY CONES ON THE SLIP RAMP BY THE CURVE PART OF IT. THE REASON WAS THAT WHEN IT SNOWED THE SNOW WILL GET DEEP AND PEOPLE WHO WERE NOT FAMILIAR WITH IT MAY VEER LEFT COMING OFF OF IT AND NOT SEE THE CURVE.

MR. BARNETT ANSWERED THAT THOSE WERE CALLED DELINEATORS AND HE WILL LOOK INTO THEM.

MR. SALZGEBER ASKED MR. BARNETT TO CLARIFY IT THIS WAS THE FINAL PHASE OF THE HADOCK ROAD PROJECT.

IT WAS CLARIFIED BY MR. BARNETT THAT THIS WAS IN INDEED THE LAST PHASE OF THAT PARTICULAR PROJECT.

MR. OUSLEY ASKED IF THE CITY WOULD BE MOVING TO GRAFTON ROAD NEXT.

MR. BARNETT ADVISED THERE WAS A GRANT REQUEST IN TO DO AN ADDITIONAL PHASE TO GRAFTON ROAD. HOWEVER, THIS WILL NOT BE THE FINAL PHASE AS THERE WILL BE ANOTHER PHASE AFTER THIS ONE. HOPEFULLY, GRAFTON WILL BE UNDER RECONSTRUCTION NEXT YEAR.

OPEN FORUM : ROBERT MCCAFFERTY OF 3576 MONTEREY CIRCLE - MR. MCCAFFERTY STATED THERE WAS A BIG ARTICLE IN THE *POST* ABOUT BUEHLER;S AND THAT THE COMPANY COMING IN WAS A GREAT CITIZEN

IN DAYTON AND CINNCINNATI. HE STRESSED THEY PROBABLY WERE AS HE NEVER VISITED THEM. HOWEVER, BUEHLER'S WAS A GREAT CITIZEN AND HAS BEEN A GREAT CITIZEN FOR AS MANY YEARS AS THEY HAVE BEEN THERE. THEY SUPPORTED THE BOY SCOUTS, THE GIRL SCOUTS, THE CHEERLEADERS AND MANY OTHER ORGANIZATIONS THROUGHOUT BRUNSWICK AND MEDINA COUNTY. HE REMINDED EVERYONE THAT BUEHLER'S SET UP THEIR GRILLS AND SUPPLIED THE BUNS, THE MEAT, THE CHEESE, CONDIMENTS, THE POP AND THE ICE. THEY DID NOT TAKE A DOLLAR BACK, AS EVERYTHING WENT TO WHATEVER ORGANIZATION DID THE SALES. HE NOTED THAT THIS WAS COMMUNITY INVESTMENT. THIS NEW COMPANY HAD 150 EMPLOYEES AND BUEHLER'S HAD 125 EMPLOYEES. HE STATED THERE WAS A NET GAIN OF TWENTY-FIVE PEOPLE. THE NEW COMPANY SAID THAT NOVEMBER THROUGH MARCH WAS THEIR BUSY SEASON. HE ASKED HOW MANY EMPLOYEES DID THEY HAVE THE REST OF THE YEAR. HE POINTED OUT THAT BUEHLER'S BUSY TIME WAS YEAR ROUND AND HAD UNION EMPLOYEES THAT RECEIVED A LITTLE ABOVE THE MINIMUM WAGE. HE ASKED IF THE COMPANY COMING IN WAS UNION. HE ASKED THE CITY TO CHECK INTO IT. HE ASKED THE CITY TO TAKE CARE OF BUEHLER'S AND HELP THEM OUT IF THEY WERE GOING TO LEAVE THAT LOCATION TO HELP FIND THEM A NEW LOCATION IN BRUNSWICK.

ON ANOTHER TOPIC, HE BROUGHT UP THE TWO RETENTION PONDS ON S.R. 303 AT THE SENIOR CITIZENS BUILDING WERE NOT FUNCTIONING. HE WOULD LIKE THE CITY TO LOOK AT THEM AND GET THEM FUNCTIONING FIRST. THE WETLANDS WERE WIPED OUT THAT MAY HAVE BEEN THERE AND THE GREENERY. HE ASKED WHERE ALL THAT WATER WOULD GO? HE SAID THE PIPES WERE IN THERE BUT THE WATER WOULD GO RIGHT IN THE HOLE AND RIGHT OUT OF THE HOLE. IT WAS TAKING ALL THE TOPSOIL WITH IT. THERE WERE SEVERAL BUILDINGS GOING UP IN THE BRUNSWICK LAKE AREA. THIS WILL ALSO DESTROY WETLANDS AND HE WASN'T SURE IF THEY WOULD TAKE OVER THE TWO RETENTION PONDS THAT WERE THERE. HE RELATED THAT EVERY TIME SOMETHING CAME IN THE NEW RETENTION PONDS DID NOT HOLD ANY WATER AS THEY WERE FIELDS. HE SAID THE CITY WAS ALMOST OUT OF THE FUNDS FOR STORMWATER MANAGEMENT. HE ASKED THE CITY TO TAKE CARE OF THESE RETENTION PONDS FIRST AND TURN THEM INTO A DETENTION POND WITH FIVE GALLONS IN AND ONE GALLON OUT. HE ASKED THE CITY TO TAKE CARE OF THEM SO THEY DID NOT OVERFLOW. HE SAID THE PRIVATELY OWNED RETENTION PONDS EXISTED NOT TO BE FOOTBALL FIELDS, THEY WERE THERE TO RETAIN THE WATER FOR A CERTAIN PERIOD OF TIME.

BOB MCKARA OF 1095 NEW MARKET TRAIL - MR. MCKARA NOTED THAT HE DID NOT EVEN KNOW WHERE THERE WAS SIXTEEN ACRES SOUTH OF ST. AMBROSE. HE ASKED IF SOMEONE COULD TELL HIM THAT INFORMATION. HE LIVED THERE AND DID NOT KNOW WHERE THIS WAS LOCATED. THIS WAS A BIG CONCERN OF HIS.

THE MAYOR ASKED MR. MCKARA TO STATE ALL HIS QUESTIONS AND COMMENTS AND THEN THEY WILL BE ADDRESSED.

HIS SECOND CONCERN WAS THE WAY INFORMATION WAS DISSEMINATED FROM CITY HALL TO THE CITIZENS. AGAIN, HE LIVED ON NEW MARKET TRAIL WHICH WAS AN EXTENSION OF SHENANDOAH PARKWAY. HE NOTED THAT THE HICKORY RIDGE PLAZA HAD A MOVIE THEATER IN IT. CURRENTLY THEY ALLOWED HIS DAUGHTER AND SEVERAL FRIENDS IN THE NEIGHBORHOOD TO WALK UP THERE. HE DID NOT KNOW ANYTHING ABOUT THE PROPOSED TEEN DANCE CLUB. HE TALKED TO SEVEN TO EIGHT OF HIS NEIGHBORS AND THEY DID NOT KNOW ABOUT IT EITHER. HE SOLD REAL ESTATE AND HE SOLD MANY HOMES IN HIS NEIGHBORHOOD. HE HAS NOT TALKED TO ANYONE THERE THAT KNEW ANYTHING ABOUT THE DANCE CLUB GOING IN. IF THIS WAS A DONE DEAL, HE WAS NOT VERY HAPPY ABOUT IT. HE ADVISED

THAT HE WAS NOT INCLUDED IN THE DISCUSSION AND PERHAPS HE WAS A CITIZEN WITH TOO MANY DIRECTIONS TO LOOK. HE HAD A FAMILY TO RAISE AND A JOB TO GO TO EVERY DAY. HOWEVER, SOMEHOW, THE CITY HAD TO GET THE INFORMATION OUT TO THE PEOPLE THAT IT IMPACTED MOST. HE WAS VERY CONCERNED ABOUT A TEEN DANCE CLUB GOING UP AT THE END OF HIS STREET. IN HIS OPINION THOSE PLACES WERE NOTHING BUT TROUBLE. HE THOUGHT THEY ATTRACTED PEOPLE THAT WERE LOOKING FOR TROUBLE. IF THE CITY DID NOT THINK THERE WOULD BE DRUGS AND ALCOHOL GOING ON IN THAT PARKING LOT, WITH FIGHTS AND ADDITIONAL POLICE PRESENCE THEY WERE FOOLING THEMSELVES. THE CITY WAS CREATING A SITUATION THAT WAS NOT SAFE FOR OUR COMMUNITY AND HE DID NOT LIKE IT. AGAIN, THIS WAS A BIG CONCERN TO HIM.

CONTINUING, HE STATED THAT WHEN HE LOOKED AT THE OVERALL BALANCE OF WHAT WE WERE DOING IN THE CITY OF BRUNSWICK WITH A STRIP CLUB, TEEN DANCE CLUB, AND ENTERTAINMENT CENTER AT THE BUEHLER'S PLAZA HE WONDERED WHAT KIND OF LEVERAGE DID THE CITY HAVE ABOUT THESE PLACES. HE KNEW IF BUEHLER'S WAS GOING OUT THEY WOULD GO OUT AND SOMEONE HAD TO MANAGE THE BALANCE IN THE CITY. HE LOOKED AT OTHER COMMUNITIES AND STRONGSVILLE WAS THE FIRST ONE TO COME TO MIND. THEY DID NOT HAVE THOSE TYPES OF PLACES GOING INTO THEIR CITY. HE DID NOT SEE IT. THOSE PEOPLE WHO WANT TO DO THOSE THINGS WILL COME TO BRUNSWICK FOR A STRIP CLUB, TEEN DANCE CLUB AND THOSE THINGS. THEY WOULD COME HERE TO DO THOSE THINGS. HE WAS CONCERNED ABOUT THE WAY BRUNSWICK HAD A MIX OF RETAIL INTO THE CITY. HE DID NOT KNOW IF THE CITY NEEDED TWO PLACES TO SELL AUTO TITLES, BIKINI SHOPS AND WHATEVER. SOME OF THESE PLACES WENT OUT OF BUSINESS BEFORE THEY COULD GET THEIR SIGNS LIT UP. HE REITERATED IT WAS VERY FRUSTRATING AS A CITIZEN TO TRY TO KEEP TRACK OF WHAT WAS GOING ON IN THE CITY AND HE FELT THAT HE WAS ALWAYS TEN STEPS BEHIND WHAT WAS GOING ON. HE WILL CERTAINLY DO A BETTER JOB TRYING TO KEEP UP WITH WHAT THE REPRESENTATIVES IN HIS CITY WERE DOING FOR THE RESIDENTS. IT WAS VERY DISCOURAGING WHEN HE TALKED TO HIS NEIGHBORS AND THEY DID NOT KNOW WHAT WAS GOING ON EITHER. HIS WIFE FOUND OUT ABOUT THE BUEHLER'S CLOSING ON TWITTER. HE STRESSED THAT THE RESIDENTS NEEDED TO BE INFORMED ABOUT WHAT WAS HAPPENING IN THE COMMUNITY. HE DID NOT KNOW IF THERE WAS A BETTER WAY TO DO IT. WHEN IT WAS SOMETHING THAT IMPACTED HIM DIRECTLY OR CLOSE TO HIM HE WOULD LIKE TO KNOW OF IT. HE WAS ALSO CONCERNED ABOUT THE PUBLIC HOUSING PROJECT GOING ON AND IT WAS ANOTHER THING THAT WAS A DONE DEAL BEFORE HE COULD GET INVOLVED IN IT. AGAIN, HE FELT STRONGLY THAT THERE SHOULD BE SOMEWAY TO DISSEMINATE INFORMATION TO THE IMMEDIATE AREAS WHEN THOSE PROJECTS WERE GOING UP AND HE WAS UPSET WITH THE OVERALL MIX IN THE CITY.

CHIEF DEFOREST INFORMED THAT THE SIXTEEN ACRES OF PROPERTY WAS AT THE DEAD-END OF ALICE AND GANYARD. THERE WAS A TRACK OF PROPERTY THAT RAN PARALLEL FROM KELLER HANNA FROM THAT AREA WEST TO PEARL ROAD. THIS WAS APPROXIMATELY SIXTEEN ACRES , AND AT ONE TIME IT WAS ACTUALLY DETAILED AS A PARK AND NO LONGER HAD USE FOR THE MUNICIPAL PURPOSES. THIS WAS THE SIXTEEN ACRES THAT WAS SOLD.

MR. MAKARA ASKED WHAT WAS SANCTUARY HEALTH LLC THAT BOUGHT THE PROPERTY.

CHIEF DEFOREST EXPLAINED THAT THEY WERE A COMPANY OUT OF COLORADO THAT BUILT AND MANAGED NORMALLY HEALTH CARE, ASSISTED LIVING TYPE FACILITIES. IT DID NOT MEAN THAT WAS WHAT THEY WERE PLANNING FOR THIS PROPERTY BUT THAT WAS WHAT THEY WERE HISTORICALLY KNOWN TO DO.

THE MAYOR MENTIONED THAT MR. MAKARA CAN STAY AFTER THE MEETING AND TALK TO COUNCIL AND

THE ADMINISTRATION.

UNFINISHED BUSINESS: THERE WAS NONE.

NEW BUSINESS: MR. JOHNSON EXPRESSED HIS GRATITUDE THAT HIS RESIGNATION WAS WITHDRAWN. HE EXPRESSED THAT THERE WAS A LOT OF WORK TO BE DONE IN THE CITY ESPECIALLY REGARDING THE SAFETY LEVY, THE SEARCH FOR A NEW CITY MANAGER AND MANY PROJECTS THAT WERE HAPPENING. HE LOOKED FORWARD TO WORKING WITH THE MAYOR, HIS COLLEAGUES, THE ADMINISTRATION AND THE RESIDENTS TO SEE THAT THESE GOALS WERE ACCOMPLISHED.

Liquor Stock Permit for Walgreen Co, DBA Walgreens 05431, 1337 Pearl Road, Brunswick, Ohio 44212 notated for the record.:

Council did not have any objections for this liquor stock permit.

ADJOURNMENT : PATRICIA HANEK MOVED TO ADJOURN, SECONDED BY ALEX JOHNSON. ROLL CALL - AYES - 7, BRIAN OUSLEY, ALEX JOHNSON, MICHAEL ABELLA JR., ANTHONY CAPRETTA, PATRICIA HANEK, NICHOLAS HANEK, JOSEPH SALZGEBER. NAYS - 0. MOTION CARRIED.

THERE BEING NO FURTHER BUSINESS, THE MEETING ADJOURNED AT 8:23 P.M.

Respectfully submitted,



Barbara J. Ortiz, CMC

Clerk of Council

Mayor Ron Falconi

Adopted

NAME DENISE ARNAUD PHONE 330-220-8756

Years of Residency 2001

Registered Brunswick Voter: YES X NO

EDUCATION

DEGREE

YEAR GRADUATED

HIGH SCHOOL: GREENVILLE HIGH, GREENVILLE PA 1978

COLLEGE THIEL COLLEGE, GREENVILLE, PA AA & BA 1982

SPECIAL TRAINING _____

Company	Address	Title	Dates
AT&T	Dallas, TX	Lead IT Client Consultant	2004 to Current

Company	Address	Title	Dates
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Company	Address	Title	Dates
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BOARD MEMBER OF FAIRWAYS H.O.A.
SERVED ON BRUINSWICK CHARTER COMMISSION (2015)
SERVED ON MEDINA BIRD CLUB BOARD (2015)

	NAME	ADDRESS	PHONE
1.	BILL HANEY	BRUNSWICK, OH	216-244-6870
2.	REX THOMPSON	BROADVIEW HTS, OH	931-809-0406
3.	ROBERT BURTON	GARLAND, TX	972-342-5456

QUALIFICATIONS AND DESIRE FOR SERVING: (Attach sheet if needed)

I am a very honest and ethical person. The majority of my career has been in the HR/Payroll area which means I was privy to confidential information. I would not have been successful & highly thought of if I didn't know how to handle that information. I want to serve since I feel I can be an asset to Brunswick & it is important to give back to your community.

ATTACH RESUME IF DESIRED.

Signature: Denise M. Chiriac Date: 9-21-16

*Attaching a cover letter or resume describing particular experience or qualifications bearing on the position sought is recommended, but not required.

SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

September 8, 2016

IN ATTENDANCE: Chairman Joseph Salzgeber, Committee Member Brian Ousley, Committee Member Nicholas Hanek, Service Director Paul Barnett, Patricia Hanek, Patrick McNamara/NOPEC, News Media.

The meeting convened at 7:30 p.m.

NOPEC's – "DO NOT KNOCK" PROGRAM:

Mr. McNamara advised the "Do Not Knock" program is a new program just being rolled out; currently the program is being offered to the larger communities it will be free of charge, even though the City already has a do not solicit ordinance in place this program will be handled by NOPEC they will be the registry and will send out no solicitation decals. A packet of information was provided to the committee; however the Clerk was not in receipt of that information.

Mr. McNamara explained the program is to keep unwanted solicitations from neighbors; he noted NOPEC's biggest complaints come from senior citizens who get slammed by brokers. Mr. McNamara understood that not long ago Brunswick City Council was considering another option for aggregation after a broker sent erroneous information to the City Manager to explore different options. He noted brokers and suppliers are not bound by the same rules as NOPEC; he noted that NOPEC is a government aggregator rather than a for profit agency. Mr. McNamara stated NOPEC is not for profit and they are not allowed to solicit or go door to door.

Mr. McNamara mentioned NOPEC will be having meetings at the library to help educate the public on how NOPEC is trying to save them money, and they are also going to have meetings for the senior citizens at the recreation center to explain the billing, and help them understand the offers that are out there.

Mr. McNamara indicated he would address all of Council at a Committee of the Whole meeting to explain the program.

Mr. Ousley asked how the program was being paid for if NOPEC is a non-profit organization. Mr. McNamara advised it is a service NOPEC was providing to member communities, and he mentioned some of the programs offered by NOPEC to the communities.

Mr. McNamara noted this was a new program that was just rolling out to the bigger communities, and there has been good feedback.

Mr. McNamara advised Mrs. Hanek is the representative for Medina County to the NOPEC board.

With regard to the "Do Not Knock" registry Mr. Salzgeber would like to refer this to the Administration for their recommendations whether this would save the City on administrative costs and what if any legislation would need to be passed.

Mr. Ousley moved to refer the “Do Not Knock” program to the Administration for review, and any recommendations regarding legislation. Vote – 3 Ayes, 0 Nays.

BTA DISCUSSION:

A handout was given to the committee. The Clerk was not in receipt of the handout.

Mr. Barnett explained that a few actions need to happen in the next few months; whether to take BTA back 100%, renew with MCPT or go with a merger. He also noted the current contract with MCPT is up December 31, 2016.

Mr. Hanek asked if a merger was still possible in the time frame available.

To that, Mr. Barnett answered in the affirmative; noting a merger was still possible, he noted most of the details were worked out, and the actual writing of the contract should not take long.

Also, the contract for Route 451 is up at the end of 2016, and a decision has to be made on whether or not to have the route, or if the decision is to renew GCRTA wants that to go up from \$41,000 a year to \$45,000 a year.

Additionally, Mr. Barnett mentioned the bus purchases; there were some changes made with the grant requests process through the federal government. GCRTA re submitted the request and hopes to get an answer sometime in September. Medina County recently received their grant approval. Mr. Barnett noted legislation is already in place to buy the busses as long as the grant is approved.

Mr. Barnett referenced the handout provided to the committee on the proposed fare structures; previously there were questions about covering the cost for disabled riders as to what the cost would be; he advised in year two it would be approximately \$5,700.00 a year and with that all disabled riders would ride for free. He checked with MCPT and if the merger goes through they would be willing to go with any program that the City was willing to subsidize.

Previously questions arose about what was covered by Medina County Office for Older Adults; currently if a senior citizen signs up with them they will cover the cost and not charge anything to take the senior to a doctor appointment, grocery store, banks, and medical appointments in the county. Mr. Barnett provided the committee with a handout of transit options for seniors; that information was attached to these minutes.

There were some questions on the route 451 costs and suggestions of fare increase to the ridership to offset the increase; however it was pointed out by Mr. Barnett that the daily ridership on that route is approximately 40 riders a day.

It was the understanding of Mr. Salzgeber that the federal government is trying to force the smaller transit authorities like Brunswick into a larger regional authorities.

Mr. Barnett concurred with Mr. Salzgeber, he noted the federal government was trying to force the smaller transit systems to merge and what they are looking at are funding cuts. He noted the City has 4 buses; Medina has 9 buses, and at some point Medina may also have to merge.

Mr. Hanek thought there to be costs to the City that would be saved not reflected in the handout.

Mr. Barnett noted administrative time would be saved; time that the City would no longer have to spend on buses and that would free up staff to concentrate on other things within the City.

The committee talked about potential federal budget cuts, current costs, and eventually the cost of fuel will go up.

Ridership was brought up by Mr. Ousley, and it was noted by Mr. Barnett that it has stayed steady over the last three years.

The major concern with Mr. Salzgeber assuming the City keeps route 251, it would be something of a wash; but going forward if nothing is done the City could be in a worse position.

Mr. Salzgeber addressed Mr. McNamara; he noted prior to him and Mr. Hanek coming on Council; Mr. McNamara made a recommendation in favor of a merger; he asked if Mr. McNamara could provide some information on that.

From a historical perspective Mr. McNamara noted this went back about eight years; Joe Calabrese from GCRTA addressed Council and at that time he indicated they were cutting the 451 flyer, and there was a big public outcry from that. He and Mr. Carl went to Cleveland City Hall and addressed the RTA board about keeping the route. At that time RTA indicated they would be happy to provide the service if the City of Brunswick pays for it, and at that time it was \$60,000.

Continuing, Mr. McNamara noted having conversation with Joe Calabrese and being told that the funds for public transit were going to dry up. With that Mr. McNamara thought it was best to negotiate a better deal for the City of Brunswick, the county qualifies for state grant funding that the City cannot. The thought was to merge and negotiate a plan that would preserve the system, and give senior citizens free rides.

Mr. McNamara stated he has always been a transit advocate, and he was trying to create a regional transit system.

Mr. Hanek mentioned in talking with the Acting City Manager he brought the idea of subsidizing veterans if the City was going to subsidize the disabled. Mr. Hanek liked the idea of seniors, disabled, and veterans being able to ride for free.

There was some discussion as to setting up a system to verify veteran ridership, disabled, and seniors. It was noted the county would go through the process with the riders.

Mr. Barnett noted the citizens of Brunswick will not be seeing any difference in the transit system, it is already being controlled by MCPT, and the only change will be the paper work and the maintenance of the buses.

Mr. Hanek noted there will be a change, in that the seniors, disabled, and veterans will not be paying to ride the bus.

Mr. Barnett brought up the timing of the buses, right now there are two fixed buses that deviate from their routes when people call ahead and schedule pickup. The routes are not designed for any deviation, and if they do the buses get off schedule. In MCPT proposal said they want two fixed routes that will not deviate and then one float bus that will pick up special pickups. With fixed routes they will be more reliable and there will be a third bus added to the mix. What happens is some drivers do not follow the rules and they deviate upon request, and he noted they will have to follow the rules.

Mr. Ousley wanted to know if MCPT resolved the in house issues with pickups, he noted that is what is holding him up until they get it fixed.

Mr. Barnett indicated MCPT was addressing those issues with the drivers.

Mr. Salzgeber noted his concern was with the dispatchers.

Mr. Barnett advised there have been discussions with the drivers about following protocol.

Mr. McNamara mentioned that the City of Medina uses CDBG money to subsidize their busing through Medina County, which is a qualifyable expense. Also, if the merger goes through the bus garage becomes the City of Brunswick, and will no longer be part of the federal government inventory.

Mr. Barnett interjected as long as the City keeps the property; the City cannot take deed to the property and then sell it without paying back the federal government.

Mr. McNamara noted there is a time when the building will depreciate to the value of what the federal government put into it.

Mr. Salzgeber wanted to know how it figured into the potential merger, so not to have to pay back the federal government.

Mr. Barnett noted the property can be utilized for other City purposes.

Mr. Hanek asked about the 451 route from Laurel Road to Strongsville if that decision had to be included with the merger, to which Mr. Barnett indicated a decision has to be made; however it was independent of the merger.

Mr. Hanek also wanted to know where the money would be coming from for subsidizing the riders, and Mr. Barnett indicated it would be from income tax.

Mr. Barnett explained if the City continues with route 451 the City has to come up with \$144,000 a year to cover the costs. If the decision is to eliminate the 451; it would be \$90,000 a year not the \$144,000.

It was noted there was about 24 Brunswick residents that take the 451 route, and the majority of those residents drive to Laurel Square, according to the BTA drivers only one or two residents take the BTA to Laurel Square, and if the 451 route was eliminated the riders would have to drive to Strongsville.

It was the opinion of Mr. Hanek that the committee has sufficiently covered the idea of a merger with MCPT.

Mr. Hanek moved to Committee of the Whole with the idea to recommend a merger with MCPT with the subsidizing disabled riders and veterans. Vote – 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Ousley asked if the Service Director could provide an update on City projects.

Mr. Barnett advised the concrete panel program was completed except for punch list items; there was a problem with the top soil mix that was used to back up the concrete, it will be replaced, reseeded, and re-mulched. Some additional panel work is being done internally. Catch basin work continues on Laurel Road, basins that had to be pre cast were currently being done. Mr. Ousley did bring up an inlet at the southwest corner of Laurel that needs done. The asphalt program is complete, the Hadcock Road project has started, there are only punch list items remaining for the W. 130th Street resurfacing project, the City received confirmation on the funding for the Judita Drive project and that project will be completed this year; the Fox Drive project is underway, legislation will be presented at the next Council Meeting for the Bruce Drive project, and the I-71 slip ramp should open tomorrow morning.

Mr. Ousley asked about WOW cable installation, and Mr. Barnett indicated they were still working in the City; it should be completed this year.

In conclusion, Mr. Ousley brought up the safety levy for the upcoming November ballot, and asked about looking into the future towards the road levy which was in year four of a ten year program.

ADJOURNMENT:

Being no further business, Mr. Hanek moved to adjourn. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. Salzgeber", with a stylized flourish at the end.

Joseph Salzgeber
Chairman

FINANCE COMMITTEE MEETING

September 12, 2016

IN ATTENDANCE: Chairwoman Patricia Hanek, Committee Member Joseph Salzgeber, Committee Member Alex Johnson, Finance Director Todd Fischer, Assistant Finance Director Lynette Ozanich, Brian Ousley, Nicholas Hanek, Anthony Capretta, Michael Abella, Jr., Acting City Manager Chief Carl DeForest, Law Director Kenneth Fisher, Parks & Recreation Director John Piepsny, Service Director Paul Barnett, Administrative Services Julie Murawski, Community & Economic Development Director Grant Aungst, Mayor Ron Falconi, Amy Lyon-Galvin, Beth Biggins Ramer, Council Clerk Barbara Ortiz, News Media.

The meeting convened at 6:26 p.m.

REVIEW LEGISLATION:

ORD. NO. 58-16 – An emergency Ordinance amending Section 880.07(b) of the City of Brunswick Codified Ordinance for conformity with Ohio Revised Code Chapter 718

Mr. Fischer explained recently the Ohio Senate passed Senate Bill 172 which changes the due date for small businesses to submit withholding taxes. A small business is defined as one that has withholding taxes less than \$2,400 annually. Passage of this ordinance will allow for conformity and clarification.

Mr. Salzgeber moved this ordinance to tonight's Council Agenda of September 12, 2016 as an emergency with suspension of the rules. Vote – 3 Ayes, 0 Nays.

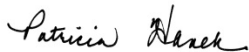
GENERAL DISCUSSION:

Mr. Fischer advised the August financial reports have be sent to Council, any questions to contact him or Mrs. Ozanich. Internal budget discussions will take place the second half of September, and an additional depository agreement with First Federal of Lakewood is also being worked on.

ADJOURNMENT:

Being no further business, Mr. Johnson moved to adjourn at 6:30 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,



Patricia Hanek
Chairwoman

BUILDING AND BUILDING CODE COMMITTEE

September 12, 2016

IN ATTENDANCE: Chairman Anthony Capretta, Committee Member Brian Ousley, Committee Member Michael Abella Jr., Patricia Hanek, Alex Johnson, Nicholas Hanek, Joseph Salzgeber, Acting City Manager Chief Carl DeForest, Mayor Ron Falconi, Finance Director Todd Fischer, Service Director Paul Barnett, Community & Economic Development Director Grant Aungst, Parks & Recreation Director John Piepsny, Law Director Kenneth Fisher, Assistant Finance Director Lynette Ozanich, Administrative Services Julie Murawski, Council Clerk Barbara Ortiz, News Media, Residents.

The meeting convened at 6:22 p.m.

UPDATE FROM COMMUNITY & ECONOMIC DIRECTOR-GRANT AUNGST:

Mr. Aungst provided an update on what has been going on in the Building Department and Economic Development. He noted it has been a busy summer with new home inspections, construction of Harbor Woods Senior Living, remodeling of Brunswick Mazda, expansion of All Construction Services, ground breaking of the Heritage of Brunswick Skilled Nursing Facility, Oceana Day Spa is remodeling a former business on Center Road, and Antonio's and Get Go have opened.

Mr. Aungst advised work is ongoing at the Hickory Hills Apartment complex to get that property to resolution; the property is currently in the insurance stage.

Additionally, the Assisted Living facility behind Giant Eagle is working with the City, with the prospect of a groundbreaking.

Relative to maintenance the Building Department has processed a number of grass and weed violations, vacant property, vehicle and parking violations of recreational vehicles and boats.

Mr. Capretta asked about the number of home remodeling permits, he mentioned the Fix it Funds program.

Mr. Aungst advised there have been a number of permits issued.

ADJOURNMENT:

There being no further business, Mr. Ousley moved to adjourn at 6:26 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,



Anthony Capretta
Chairman

COMMITTEE OF THE WHOLE MEETING

September 12, 2016

IN ATTENDANCE: Vice Mayor Patricia Hanek, Brian Ousley, Joseph Salzgeber, Nicholas Hanek, Anthony Capretta, Alex Johnson, Michael Abella Jr., Acting City Manager Chief Carl DeForest, Finance Director Todd Fischer, Assistant Finance Director Lynette Ozanich, Law Director Kenneth Fisher, Parks & Recreation Director John Piepsny, Service Director Paul Barnett, Administrative Services Julie Murawski, Community & Economic Development Director Grant Aungst, Mayor Ron Falconi, Brett Keller, Amy Lyon Galvin, Beth Biggins Ramer, Clerk of Council Barbara Ortiz, News Media, Residents.

The meeting convened at 6:30 p.m.

DISCUSSION OF FLOW CONTROL AND PLAN FOR RECYCLING AND TRASH COLLECTION:

Ms. Amy Lyon Galvin Medina County Sanitary Engineer – Ms. Lyon Galvin passed out information to the committee; a copy is attached to these minutes. The handout detailed past, present and future practices of the Medina County Solid Waste District. Ms. Lyon Galvin pointed out the past practices up to 2014; the gate rate at that time was \$61.00 per ton which was the primary means of funding the solid waste district. At present Ms. Lyon Galvin noted the tipping fee went from \$61.00 per ton down to \$42.00 per ton and the district is still collecting all the revenue needed to operate the district, the only thing that changed with the present scenario is there is minimal cost for yard waste because the district eliminated flow control for yard waste and implemented the county wide single stream recycling bins.

Continuing, Ms. Lyon Galvin explained last year the county went from using the mixed waste processing effort to demonstrate access to the Ohio EPA goal for compliance having recycling available to a minimum of 90% of the county's population. The current plan uses the countywide single stream recycling drop off bins.

Continuing, Ms. Lyon Galvin pointed out the future open market option, the county is projecting to operate as a transfer station based on smaller haulers, and the option is to implement a different means of funding the district instead of a tipping fee as a sole source of funding the county will institute a generation fee.

Ms. Lyon Galvin pointed out that currently mixed waste processing is idled; however in the future as technology continues to grow there will be opportunities for mixed waste processing. She mentioned a company by the name of Infimur that is a mixed waste processor; they will be doing a presentation to the district later this month. She also mentioned a private transfer station in Valley City, there is a proposal from the Kimble Company to put in a single stream recycling line to operate as a transfer station. Under their current plan they cannot accept Medina County

waste, and they will be processing waste from outside of Medina County, however, if flow control is eliminated and the county does the plan rewrite they would be in competition for servicing others as a first stopping point.

Ms. Lyon Galvin pointed out in the current plan the decision to provide curbside recycling would remain at the community level and a decision that the City of Brunswick would make based on the input from the community if it would be a benefit. She noted as a district they are looking forward to growing their recycling numbers through the different initiatives and will support the efforts.

Currently in township areas Kimble and Republic Waste are offering subscription curbside. Ms. Lyon Galvin previously mentioned the company Infimur and the potential for mixed waste processing opportunities that are not dependent upon thirty year contracts and tied into tipping fees and district collected monies.

Ms. Lyon Galvin mentioned the district is considering a matching Ohio EPA Grant for the purchase of carts for curbside programs to help promote the recycling effort.

In conclusion, Ms. Lyon Galvin summarized what would happen in a “yes” vote and “no” vote scenario for public flow control trash. She summarized the Solid Waste Planning Road Map and that information was attached to these minutes. The district was asking that the vote occur at their September 29, meeting. She pointed out that a yes vote would trigger an early plan rewrite for the district, if there is a no vote the existing plan remains.

Mr. Ousley asked Mr. Barnett for his thoughts on what was presented.

Mr. Barnett handed out information to the committee; the information provided waste collection options. A copy of the handout was attached to these minutes.

Mr. Barnett pointed out that option 1 was for a Waste Mall and that option no longer exists. Additionally, he explained a “Dirty MRF” where all trash and recyclables in one can goes to the facility and gets sorted out. A “Clean MRF” is all recyclables in one container and separated out.

To Mr. Barnett the question is the need for flow control, he did not see there being any advantage of flow control in the future, but does see the advantage of not having flow control to have competition for waste so the cities will get the lowest possible costs. Mr. Barnett stated he liked the fact that the Kimble Company was trying to arrange a facility; however it will not be operational until next summer, and then Republic Waste will have competition, he noted Republic Waste wants the contract also, he explained the trucks from Republic Waste leave the Lorain yard pick up the trash in Brunswick take it to the central processing facility then go back to Lorain, under non flow control they would come out of their Lorain plant pick up Brunswick trash and then go back to the plan in Lorain saving an hour drive time which is a lot of money.

The next question is if the City wants to offer recyclable curb service or not. Those are options 2, 3, and 4 on the handout.

Mr. Abella questioned the costs between option 2 and 3, it was noted option 2 did not offer curbside recycling, and option 3 did, however the collection fee was cheaper for option 3, and it included curbside recycling.

Mr. Barnett pointed out there was a little more diversion in option 3, pulling out 6% of the recyclables with a blue bag program saves on the tipping fees. He also mentioned option 4 with the cart program even with the cost of the carts it is cheaper because of the higher diversion rate of recyclables.

Mr. Hanek commented from a Brunswick perspective if flow control is eliminated the City will save the residents money no matter the option.

Mr. Barnett concurred; noting ultimately it will be a little more expensive keeping flow control, however if in five or ten years from now something comes down where flow control is an important piece you would not be able to get it back.

Mr. Barnett would need an idea from Council as to which way they would like to go before the MC-18 meeting September 29, so that he can vote appropriately.

Mr. Hanek commented that Brunswick was in a different position than the other cities and feels the elimination of flow control would be beneficial to Brunswick.

Mr. Barnett commented on the elimination of flow control for the City of Medina and Wadsworth. He noted the elimination of flow control would not take place until the plan is rewritten and the Ohio EPA approves the plan, and it would take eighteen to twenty-four months to rewrite the plan and get approval.

Mr. Barnett clarified the yes or no vote does not lock the City out of options, it only determines if the county starts rewriting the plan now with the idea of eliminating flow control, or keep the plan the way it is and wait until 2017.

Mrs. Hanek referred to the handout from Ms. Lyon Galvin clarifying a yes vote or a no vote.

Mr. Barnett clarified the elimination of flow control does not take place until the plan is rewritten and the Ohio EPA approves the plan, and that will take eighteen to twenty four months to rewrite the plan.

At this time, Mr. Hanek moved to recommend Council's position is for a "yes" vote to trigger the early plan update for the Solid Waste Management District. Vote – 6 Ayes, 1 Nay- (Mr. Capretta).

There was further discussion on the motion.

Mr. Fisher explained the motion, the recommendation is for a yes motion; a yes vote will trigger an early plan update.

Mr. Barnett noted if the vote is for yes then the current contract with Republic Waste can be extended.

It was noted by Mr. Salzgeber if Council recommends a yes vote, the public can be invited to discuss waste/recycling options 2, 3, and 4.

There being no further discussion the vote was taken at this time.

A closing comment was made by Ms. Lyon Galvin on the sanitary sewer rehab project, she advised in all four wards the work should be completed by the third week of September and the contractor will be conducting restoration work through the month of October.

DISCUSSION AS TO HAVING THE OCTOBER 10 COUNCIL MEETING ON SCHEDULE FOR COLUMBUS DAY:

The consensus of Council was to keep the scheduled Council Meeting on October 10.

MOTION TO ALLOW THE CITY MANAGER TO ENTER INTO A THREE YEAR AGREEMENT WITH THE MEDINA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES TO OPERATE THE SNACK SHACK AT THE BRUNSWICK COMMUNITY RECREATION AND FITNESS CENTER:

Mr. Piepsny advised the current contract was a two year agreement and it will be ending on December 2, 2016. The Administration was looking for a three year agreement. This program allows students to learn skills to help them find a position for outside work in the fast food industry.

Mr. Salzgeber moved to allow the City Manager to enter into a three year agreement with the Medina County Board of Developmental Disabilities to operate the Snack Shack at the Brunswick Community Recreation and Fitness Center. Voter – 7 Ayes, 0 Nays.

MOTION TO ALLOW THE ADMINISTRATION TO GO OUT TO BID FOR OFFICE SUPPLIES:

Mrs. Murawski advised the one year contract extension with My Office Products expires December 31, 2016. The Administration requests permission to go out to bid for office supplies, to lock in prices for three years.

Mr. Capretta moved to allow the Administration to go out to bid for office supplies. Vote – 7 Ayes, 0 Nays.

MOTION AUTHORIZING THE ACTING CITY MANAGER TO ADVERTISE FOR PUBLIC BIDS FOR FUEL STATIONS UPGRADES.

Mr. Barnett advised the City has two fuel stations and they are in poor condition. The shells of the pumps are deteriorated, water is getting into the pumping mechanism, and barricades have been placed over locations next to the pumps at Fire Station 1 due to being undrivable. The project will replace concrete, shells on the pumps and control panels; the project is estimated at \$77,000.00.

Mr. Capretta asked about the Weights and Measure department being out.

Mr. Barnett indicated they just measure the volume of fuel.

There was some question regarding the tanks, and Mr. Barnett noted they should have another twenty years; they are double walled fiberglass tanks.

Mr. Johnson moved to authorize the Acting City Manager to advertise for public bids for fuel stations upgrades. Vote – 7 Ayes, 0 Nays.

MOTION TO APPROVE COUNCIL’S 2017 PROPOSED BUDGET:

There were no objections to Council’s 2017 proposed budget.

Mr. Hanek moved to approve Council’s 2017 proposed budget. Vote – 7 Ayes, 0 Nays.

REVIEW LEGISLATION:

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

Chief DeForest explained with the authorization of Council, the Administration advertised 16 acres of City property no longer needed for municipal purposes. One bid was received from Sanctuary Health out of Colorado for the established minimum bid of \$162,000.00.

The Administration recommends approval of this ordinance accepting the bid.

Mr. Salzgeber moved this ordinance to tonight’s Council Agenda of September 12, 2016 as an emergency with suspension of the rules. Vote – 7 Ayes, 0 Nays.

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 undated revised Codified Ordinances; and to repeal ordinances in conflict therewith

Mrs. Ortiz explained this legislation is for codification up to July 30, the request is for passage as an emergency with suspension of the rules so that it is effective immediately and the supplements can be distributed.

Mr. Capretta moved this ordinance to tonight's Council Agenda of September 12, 2016 as an emergency with suspension of the rules. Vote – 7 Ayes, 0 Nays.

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

Brett Keller of Chagrin Valley Engineering – Mr. Keller noted on September 1, five bids were received and Mr. Excavator was the lowest and best bid at \$25,870.00, references were checked. He explained the scope of the project, and advised the project was being funded with stormwater utility fee dollars.

Mr. Ousley commented that Councilman Coleman did a lot of fighting for this crossover.

Mr. Salzgeber moved this resolution to tonight's Council Agenda of September 12, 2016 as an emergency with suspension of the rules. Vote – 7 Ayes, 0 Nays.

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

Mr. Barnett explained this legislation authorized Medina County Department of Planning Services to award the contract. This is a Community Development Block Grant (CDBG) project being funded with CDBG funds of \$73,400.00 and local funds of about \$5,500.00. This project will reconstruct about 240 feet on Judita Drive.

Mr. Salzgeber moved this resolution to tonight's Council Agenda of September 12, 2016 as an emergency with suspension of the rules. Vote – 7 Ayes, 0 Nays.

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)

Mr. Fisher explained this is a resolution of intent only to appropriate two separate non-exclusive, perpetual emergency access easements through the rear of the Home Depot property to provide first responders with emergency access to adjacent City property.

Mr. Hanek moved this resolution to tonight's Council Agenda of September 12, 2016 as an emergency with suspension of the rules. Vote – 7 Ayes, 0 Nays.

GENERAL DISCUSSION:

There was none.

EXECUTIVE SESSION:

Mr. Hanek moved to go into Executive Session for the purpose to discuss the appointment, employment, dismissal, discipline, demotion, or compensation of a public employee, and purchase/sale of property, seconded by Mr. Capretta. Roll Call – Ayes- 7, Mr. Hanek, Mr. Salzgeber, Mr. Abella, Mr. Capretta, Mr. Johnson, Mrs. Hanek, Mr. Ousley. Nays – 0. Motion Carried.

Mr. Hanek moved to adjourn out of Executive Session, seconded by Mr. Ousley. Roll Call – Ayes – 7, Mrs. Hanek, Mr. Hanek, Mr. Ousley, Mr. Johnson, Mr. Abella, Mr. Capretta, Mr. Salzgeber. Nays – 0. Motion Carried.

ADJOURNMENT:

There being no further business, Mr. Hanek moved to adjourn the Committee of the Whole meeting at 7:29 p.m. Vote – 7 Ayes, 0 Nays.

Respectfully submitted, 

Valerie Zak

Valerie Zak

Assistant Clerk of Council

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

GRANT AGREEMENT

RECEIVED

OCT 30 2015

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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

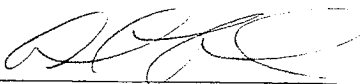
- f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify 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 1, IN AN AMOUNT NOT TO EXCEED \$79,470.00 TO BE FUNDED AS PROVIDED HEREIN.

WHEREAS: On June 8, 2015, this Council adopted Resolution No. 53-15 authoring the City Manager and City Engineer to submit a Community Development Block Grant ("CDBG") Application for the Judita Drive Reconstruction Project, Phase 1 (the "Project");

WHEREAS: The preliminary estimate of the Project cost was \$106,441.00, which would include approximately \$73,941.00 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 \$38,070.00.

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: 09/26/2016

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. 62-16** - An emergency resolution giving consent to the Ohio Department of Transportation to perform a systematic sign replacement of Interstate 71 in the City of Brunswick - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

BACKGROUND: New legislation

PURPOSE AND EXPLANATION: The proposed project will facilitate the systematic replacement of existing signs along Interstate 71 in the City of Brunswick and throughout Medina County. The project will be administered and 100% funded by the Ohio Department of Transportation.

IMPLEMENTATION SCHEDULE: The project is anticipated to commence in Spring 2017.

FINANCIAL INFORMATION: Interstate 71 Sign Replacement - - - -

FINANCIAL SUMMARY: No cost to the City.

The project will be administered and 100% funded by the Ohio Department of Transportation.

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 so that the legislation can be forwarded to the Ohio Department of Transportation District 3 on or

before their October 7, 2016 deadline, and for the further reason to expedite the highway project and promote highway safety.

**ADDITIONAL
INFORMATION:**



OHIO DEPARTMENT OF TRANSPORTATION

DISTRICT 3 • 906 CLARK AVE • ASHLAND, OHIO 44805 • (800) 276-4188

JOHN R. KASICH, GOVERNOR • JERRY WRAY, DIRECTOR • HOWARD P. HUEBNER, DISTRICT DEPUTY DIRECTOR

September 8, 2016

Mayor Ron Falconi
City of Brunswick
4095 Center Road
Brunswick, OH 44212

Re: PID 77317 MED-SYSSIGN-FY2017 Sign Replacement

Dear Mayor Falconi:

Enclosed are two (2) copies of an ordinance form, **to be enacted by the City Council** for the referenced project.

Please make arrangements to have the ordinance forms presented to the City Council for consideration and when enacted, **return two (2) original signature copies to this office**. An original signature copy will be returned to the city later with a signature of the Director of ODOT affixed.

The title of the contractual officer should be affixed on page two and that person should sign as the contractual officer on page three. If the city does not have an official seal, please attach a copy of a statement to that effect, to the return transmittal. **Please return these documents to this office no later than October 7, 2016.**

Please call me at 419.207.7179 if you have any questions.

Respectfully,

A handwritten signature in blue ink, appearing to read "Adam E. Mellen", is written above the typed name.

Adam Mellen
Transportation Engineer
Planning & Engineering Department
District 3

LAF:ACM:acm

Attachments

cc: Project file, I:Drive file

CONSENT LEGISLATION

Ordinance/Resolution No. _____

PID No. 77317

Project Name MED SYSSIGN FY2017

The following _____ enacted by the City of Brunswick of Medina County, Ohio,
(Ordinance/Resolution)
hereinafter referred to as the Village, in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the State has identified the need for the described project:

To perform a systematic sign replacement project on IR 71 through the City of Brunswick in Medina County. The systematic sign replacement on IR 71 in Brunswick is part of a larger systematic sign replacement project in Medina County.

This project is currently scheduled to be constructed in the spring of 2017.

NOW THEREFORE, be it ordained by the City of Brunswick of Medina County, Ohio.

SECTION II - Consent Statement

Being in the public interest, the City gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The City shall cooperate with the Director of Transportation in the above described project as follows:

- 1) *The City gives consent for the above improvement,*
- 2) *No funds are required from the City except that the City agrees to assume and bear one hundred percent (100%) of the total cost for added construction items requested by the City and not necessary for the improvement as determined by the State and the Federal Highway Administration.*

SECTION IV - Maintenance

The City will maintain the right-of-way and keep it free of obstructions, and hold said right-of-way inviolate for public highway purposes.

SECTION V - Authority to Sign

The _____ of said City of Brunswick is hereby empowered on behalf
(Contractual Agent)
of the City of Brunswick to enter into contracts with the Director of Transportation
necessary to complete the above described project.

Passed: _____, 201____.
(Date)

Attested: _____
(Clerk) (Officer of City - title)

Attested: _____
(Title) (President of Council)

This _____ is hereby declared to be an emergency measure to expedite the highway
(Ordinance/Resolution)
project and to promote highway safety. Following appropriate legislative action, it shall take
effect and be in force immediately upon its passage and approval, otherwise it shall take effect
and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY
STATE OF OHIO
City of Brunswick of Medina County, Ohio

I, _____, as Clerk of the City of Brunswick of Medina County, Ohio,

Do hereby certify that the foregoing is a true and correct copy of _____ adopted by
(Ordinance/Resolution)
the legislative Authority of the said City of Brunswick on this ____ day of _____, 201__,

that the publication of such _____ has been made and certified of record according to
(Ordinance/Resolution)

law; that no proceedings looking to a referendum upon such _____ have been taken;
(Ordinance/Resolution)

and that such _____ and certificate of publication thereof are of record in
(Ordinance/Resolution)

_____, Page _____.
(Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal, if applicable, this ____ day of _____, 201__,

(SEAL)
(If Applicable)

Clerk Signature
City of Brunswick of Medina County, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.

For the City of Brunswick of Medina County, Ohio

Attest: _____, Date _____
Contractual Officer

For the State of Ohio

Attest: _____, Date _____
Director, Ohio Department of Transportation

CONSENT LEGISLATION

Ordinance/Resolution No. _____

PID No. 77317

Project Name MED SYSSIGN FY2017

The following _____ enacted by the City of Brunswick of Medina County, Ohio,
(Ordinance/Resolution)
hereinafter referred to as the Village, in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the State has identified the need for the described project:

To perform a systematic sign replacement project on IR 71 through the City of Brunswick in Medina County. The systematic sign replacement on IR 71 in Brunswick is part of a larger systematic sign replacement project in Medina County.

This project is currently scheduled to be constructed in the spring of 2017.

NOW THEREFORE, be it ordained by the City of Brunswick of Medina County, Ohio.

SECTION II - Consent Statement

Being in the public interest, the City gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The City shall cooperate with the Director of Transportation in the above described project as follows:

- 1) *The City gives consent for the above improvement,*
- 2) *No funds are required from the City except that the City agrees to assume and bear one hundred percent (100%) of the total cost for added construction items requested by the City and not necessary for the improvement as determined by the State and the Federal Highway Administration.*

SECTION IV - Maintenance

The City will maintain the right-of-way and keep it free of obstructions, and hold said right-of-way inviolate for public highway purposes.

SECTION V - Authority to Sign

The _____ of said City of Brunswick is hereby empowered on behalf
(Contractual Agent)
of the City of Brunswick to enter into contracts with the Director of Transportation
necessary to complete the above described project.

Passed: _____, 201____.
(Date)

Attested: _____
(Clerk) (Officer of City - title)

Attested: _____
(Title) (President of Council)

This _____ is hereby declared to be an emergency measure to expedite the highway
(Ordinance/Resolution)
project and to promote highway safety. Following appropriate legislative action, it shall take
effect and be in force immediately upon its passage and approval, otherwise it shall take effect
and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY
STATE OF OHIO
City of Brunswick of Medina County, Ohio

I, _____, as Clerk of the City of Brunswick of Medina County, Ohio,

Do hereby certify that the foregoing is a true and correct copy of _____ adopted by
(Ordinance/Resolution)
the legislative Authority of the said City of Brunswick on this ____ day of _____, 201__,

that the publication of such _____ has been made and certified of record according to
(Ordinance/Resolution)

law; that no proceedings looking to a referendum upon such _____ have been taken;
(Ordinance/Resolution)

and that such _____ and certificate of publication thereof are of record in
(Ordinance/Resolution)

_____, Page _____.
(Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal, if applicable, this ____ day of _____, 201__,

(SEAL)
(If Applicable)

Clerk Signature
City of Brunswick of Medina County, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.

For the City of Brunswick of Medina County, Ohio

Attest: _____, Date _____
Contractual Officer

For the State of Ohio

Attest: _____, Date _____
Director, Ohio Department of Transportation

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 62-16

BY: Mr. Salzgeber, Mr. Hanek and Mr. Ousley

AN EMERGENCY RESOLUTION GIVING CONSENT TO THE OHIO
DEPARTMENT OF TRANSPORTATION TO PERFORM A SYSTEMATIC
SIGN REPLACEMENT ON INTERSTATE 71 IN THE CITY OF
BRUNSWICK.

WHEREAS: The Ohio Department of Transportation intends to perform a systematic sign replacement on Interstate 71 in the City of Brunswick (the "Project");

WHEREAS: The Project is currently scheduled for the spring of 2017 construction season and the Ohio Department of Transportation has requested that consent legislation be returned no later than October 7, 2016 to expedite the Project; and

WHEREAS: No funds are required from the City for the Project, except that the City agrees to assume and bear one hundred percent (100%) of the total costs for added construction items requested by the City in writing and not necessary for the improvement as determined by the State and the Federal Highway Administration.

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

SECTION 1: That being in the public interest, the City hereby gives its consent to the Director of Transportation to complete the above described Project within the City of Brunswick.

SECTION 2: That the City shall cooperate with the Director of Transportation in the above described Project as follows: (a) The City gives consent for the above Project; (b) No funds are required from the City for the Project, except that the City agrees to assume and bear one hundred percent (100%) of the total costs for added construction items requested by the City in writing and not necessary for the improvement as determined by the State and the Federal Highway Administration; and (c) The City will maintain the public right-of-way and keep it free of obstructions and hold said public right-of-way inviolate for public highway purposes.

SECTION 3: That the City Manager is hereby authorized and directed, upon approval of the Law Director, to enter into any agreement with the Director of Transportation necessary to complete the above described Project.

SECTION 4: 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 to expedite the Project and to promote highway

safety. 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: 09/26/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 63-16** - An emergency resolution amending Resolution No. 23-16 by authorizing a total contract amount for the 2016 concrete repair program awarded to Catts Construction, Inc. in an amount not to exceed \$500,086.79 - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

BACKGROUND: Original contract awarded to CATTs Construction, Inc. in the amount of \$484,550.00 at the April 11, 2016 Council Meeting via Resolution 23-16.

PURPOSE AND EXPLANATION: The proposed change order will fund additional concrete repair work that was deemed necessary in multiple locations due to the worsening of pavement conditions, and also due to a water main break at the intersection of Pearl Road and Arlington Drive. The available road levy funding is available to cover the proposed change order amount.

IMPLEMENTATION SCHEDULE: Work on this project is substantially complete, with final restoration and punch list items remaining.

FINANCIAL INFORMATION: 2016 Concrete Repair Program Change Order - - - 332-0473-56881 - - 15536.79

FINANCIAL SUMMARY: Original contract amount \$484,550.00; Change order request \$15,536.79; Revised contract amount \$500,086.79

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 so

that the City can promptly process payment to the Contractor and move toward finalization and closeout of the project.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION AMENDING RESOLUTION NO. 23-16 BY AUTHORIZING A TOTAL CONTRACT AMOUNT FOR THE 2016 CONCRETE REPAIR PROGRAM AWARDED TO CATT'S CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED \$500,086.79.

WHEREAS: The City of Brunswick received six (6) bids for the 2016 Concrete Repair Program (the "Program"), in accordance with public bidding requirements, for concrete repairs throughout the City;

WHEREAS: The six (6) received public bids were opened on March 24, 2016, with Catts Construction, Inc. determined to be the lowest and best bidder;

WHEREAS: On April 11, 2016, City Council adopted Resolution No. 23-16 authorizing the City Manager to enter into an agreement with Catts Construction, Inc. for the Program in an amount not to exceed \$484,550.00;

WHEREAS: It has been determined that additional concrete repair work is necessary in multiple locations in the City due to the worsening of pavement conditions thereat and due to a water main break at the intersection of Pearl Road and Arlington Drive, which additional work will total \$15,536.79; and

WHEREAS: The additional work will result in a total Program cost of \$500,086.79.

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

SECTION 1: That Resolution No. 23-16 is hereby amended by authorizing a total contract amount for the 2016 Concrete Repair Program awarded to Catts Construction, Inc. in an amount not to exceed \$500,086.79.

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 finalize and close out the Program. 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

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 63-16

BY: Mr. Salzgeber, Mr. Hanek and Mr. Ousley

AN EMERGENCY RESOLUTION AMENDING RESOLUTION NO. 23-16 BY AUTHORIZING A TOTAL CONTRACT AMOUNT FOR THE 2016 CONCRETE REPAIR PROGRAM AWARDED TO CATT'S CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED \$500,086.79.

WHEREAS: The City of Brunswick received six (6) bids for the 2016 Concrete Repair Program (the "Program"), in accordance with public bidding requirements, for concrete repairs throughout the City;

WHEREAS: The six (6) received public bids were opened on March 24, 2016, with Catts Construction, Inc. determined to be the lowest and best bidder;

WHEREAS: On April 11, 2016, City Council adopted Resolution No. 23-16 authorizing the City Manager to enter into an agreement with Catts Construction, Inc. for the Program in an amount not to exceed \$484,550.00;

WHEREAS: It has been determined that additional concrete repair work is necessary in multiple locations in the City due to the worsening of pavement conditions thereat and due to a water main break at the intersection of Pearl Road and Arlington Drive, which additional work will total \$15,536.79; and

WHEREAS: The additional work will result in a total Program cost of \$500,086.79.

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

SECTION 1: That Resolution No. 23-16 is hereby amended by authorizing a total contract amount for the 2016 Concrete Repair Program awarded to Catts Construction, Inc. in an amount not to exceed \$500,086.79.

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 finalize and close out the Program. 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