

BRUNSWICK CITY COMMITTEE-OF-THE-WHOLE

Agenda

FEBRUARY 8, 2021

6:45 PM

Or immediately following Planning & Zoning Committee Meeting

1. Discussion Items
2. Motion Items
 - (a) Motion to authorize the City Manager to enter into an agreement with the Medina County Park District authorizing the City to construct the portion of Phase 1 of the Plum Creek Greenway Trail on Park District Property.
 - (b) Motion to allow the City Manager to enter into a depository agreement with Huntington National Bank
 - (c) Motion to allow the City Manager to enter into a depository with Westfield Bank, FSB and a tri-party collateral agreement between Westfield Bank, FSB and the Federal Home Loan Bank of Cincinnati
 - (d) Motion to authorize the City Manager to enter into a lease agreement with the Medina County Park District authorizing the Park District to operate and maintain the portion of Phase 1 of the Plum Creek Greenway Trail on City property.
3. Review Legislation
 - (a) **RES. NO. 15-2021** - An emergency resolution authorizing the City Manager to enter into an agreement with Finley Fire Equipment Company for the purchase of a new Pierce Saber Pumper for the Division of Fire in an amount not to exceed \$375,000.00. - **1st Reading** (To be brought from Safety & Environment Committee, *Administration/Josh Erskine*)
4. General Discussion
5. Adjournment

PROPOSED MOTION



DATE: 2/8/2021

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

FROM: Carl S. DeForest, City Manager
Matt Jones

COPY: Mayor Ron Falconi

MOTION: Motion to authorize the City Manager to enter into an agreement with the Medina County Park District authorizing the City to construct the portion of Phase 1 of the Plum Creek Greenway Trail on Park District Property.

BACKGROUND: New motion request

PURPOSE AND EXPLANATION: The Plum Creek Greenway Trail is a planned multi-phase project that will link Plum Creek Park with Brunswick Lake and beyond. Phase 1 will construct the trail between Plum Creek Park and Mooney Park. An agreement between the City and Park District is necessary to permit the City to construct the portion of the Phase 1 trail that falls on Park District property.

IMPLEMENTATION SCHEDULE: Should authorization be granted at the February 8, 2021 Committee of the Whole meeting, the agreement will be forwarded to the Park District for consideration. Construction is anticipated to begin this spring.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The project is being partially funded by a Clean Ohio Trails Fund grant from the Ohio Department of Natural Resources. This grant award = \$301,500 and eligible grant expenses are accounted for 341-0812-56880. The budgeted City share or local match costs for Phase I are accounted for in 300-2019-56700 pursuant to Council Res#67-2020. Costs associated with the project will be compared to these budgets in place.

RECOMMENDED ACTION: Passage of a motion which authorizes the City Manager to enter into an agreement with the Medina County Park District authorizing the City to construct the portion of Phase 1 of the Plum Creek Greenway Trail on Park District property.

ADDITIONAL

INFORMATION:



Plum Creek Greenway Implementation Strategy

Olde Village Section

Section Stats

Section Costs - \$800k
Trail Length - 5,800 Ft
Features - 1 Bridge
Right of Way Needs - Easements Needed at Pannonia Property, Schools and Olde Village HOA

Funding Strategy

Timeline - Pursue Funding Now
1| Land and Water Conservation Fund - Nov 15th
- Max Award \$500k
- 50% Match
- Use for Pannonia Property Acquisition
- Apply with Brunswick Lake Section

Match - SCIP Funds Recently Awarded for Plum Creek

Brunswick Lake Section

Section Stats

Section Costs - \$1.4M
Trail Length - 3,400 Ft
Features - 2 Bridges, Boardwalk, 1 Large Culvert, 1 Mid-Block Crossing
Right of Way Needs - Easements Needed at 4 Properties

Additional Preliminary Engineering Study Needed to determine hydraulic and environmental impacts, easement limits and refined costs.

Funding Strategy

Timeline - Pursue Funding After Engineering Study
1| Land and Water Conservation Fund - Nov 15th
- Max Award \$500k, 50% Match
- Use for Easement and/or Property Acquisition

Timeline - Pursue Next Year (Feb 2020)
1| ODNR Clean Ohio Funds - Due Feb 1st
- Max Award \$500k, 25% Match

Match - Brunswick Lake Fund For Improvements within Brunswick Lake. Proposed Improvements in Park = \$430k

Sleepy Hollow Section

Section Stats

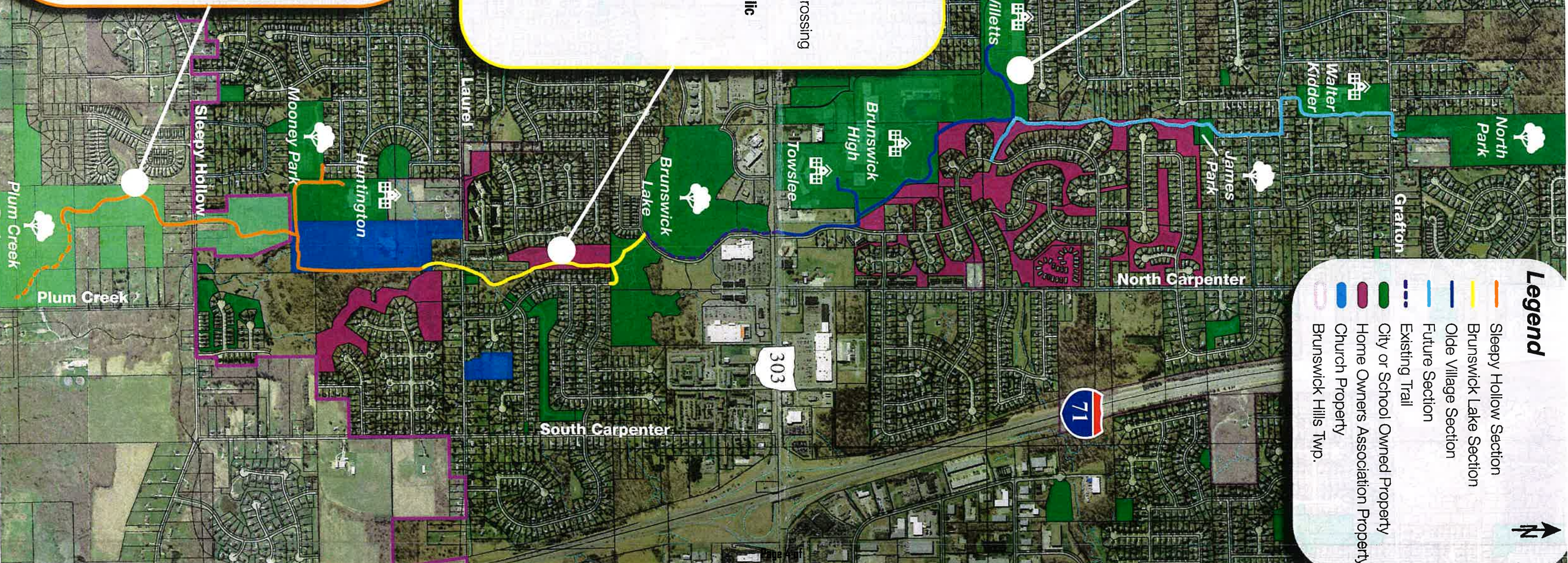
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Timeline - Pursue Funding Now
1| ODNR Clean Ohio Funds - Due Feb 1st
- Max Award \$500k
- 25% Match

2| NOACA TLCI Implementation Funds - Due Oct/Nov
- Generally Awarding \$150k to \$250k Per Project
- 0% Match

Match - Split Between Medina Parks & City



CONSTRUCTION AGREEMENT

THIS AGREEMENT is entered into by and between the City of Brunswick, a municipal corporation organized and existing pursuant to its Charter and the laws of the State of Ohio (hereinafter the “City”) and the Medina County Park District, organized and existing pursuant to Chapter 1545 of the Ohio Revised Code (the “Park District”).

WHEREAS, the City owns real property depicted in dark green on the Map attached hereto as Exhibit “A” and incorporated herein by reference (the “City Property”);

WHEREAS, the Park District owns real property depicted in light green on the Map attached hereto as Exhibit “A” (the “Park District Property”);

WHEREAS, the City will be entering into a contract for construction of Phase 1 of the Plum Creek Greenway Trail Project on the City Property and Park District Property (the “Sleepy Hollow Section”), as depicted in orange on the Map attached hereto as Exhibit “A”;

WHEREAS, the City and the Park District are desirous of entering into this Agreement to provide for the construction of the Sleepy Hollow Section on the Park District Property;

NOW THEREFORE, in consideration of the following terms and conditions hereinafter set forth, the Parties hereto agree as follows:

1. PREMISES. The Park District hereby grants permission to the City to construct Phase 1 of the Plum Creek Greenway Trail Project on the Park District Property.
2. TERM. The term of this Agreement shall be two (2) years or until the date of acceptance of the Trail Project by both the City and Park District, whichever is shorter, commencing on the date of acceptance of the Agreement by both the City and Park District. This Agreement may be terminated for cause only as provided herein or by written agreement of the Parties hereto.
3. CONSTRUCTION OF IMPROVEMENTS. The City shall obtain all necessary approvals and construct the Sleepy Hollow Section on the City Property and Park District Property at the City’s sole cost and expense.
4. INSURANCE. Both Parties agree to carry and maintain public liability insurance, property damage and personal injury insurance in amounts and with companies as each Party deems appropriate, but in no case in lesser amounts than is carried or would be carried by either Party for similar property.
5. ASSIGNMENT. This Agreement is not assignable without the prior written consent of both the City and the Park District.
6. TERMINATION. This Agreement may not be terminated by either Party without cause except upon written agreement by the Parties hereto or in the event the Park

District should cease to exist during the Term of this Agreement. In the event of termination of this Agreement, whether by cause, agreement, expiration or otherwise, the Sleepy Hollow Section shall be the sole and exclusive property of the City and may be leased to an entity that has similar purposes to the Park District.

7. **DEFAULT/REMEDIES.** In the event of a material default by either Party in the performance of its obligations hereunder, the non-defaulting Party shall deliver to the other Party written notice setting forth the nature of the default. The defaulting Party shall have one hundred eighty (180) calendar days to cure the default. If the default is not cured to the satisfaction of the non-defaulting Party within such one hundred eighty (180) calendar day period, the non-defaulting Party may terminate this Agreement. In the event of termination, the defaulting Party shall have no further rights or obligations under this Agreement; however, the defaulting Party shall not be relieved of its obligations under this Agreement which accrued prior to the date of termination.
8. **MISCELLANEOUS.** This Agreement shall be governed by the laws of the State of Ohio. This Agreement contains the entire agreement between the Parties and any amendment hereto shall be mutually agreed upon in writing by the Parties hereto.
9. **NOTICES.** All notices which either Party hereto may give shall be addressed, in the case of the City, as follows:

The City of Brunswick
Attn: City Manager
4095 Center Road
Brunswick, Ohio 44212

And in the case of the Park District, as follows:

Medina County Park District
Attn: Director
6364 Deerview Lane
Medina, Ohio 44256

Such notices shall be delivered personally or sent by certified mail to the above addresses, or such other addresses as either Party may direct.

10. **BINDING EFFECT.** This Agreement and all rights hereunder shall inure to the benefit of the Parties hereto and shall be binding upon them and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the dates indicated below.

Medina County Park District

City of Brunswick, Ohio

Nathan D. Eppink, Director

Carl S. DeForest, City Manager

Date: _____

Date: _____

Approved as to form:

Approved as to form:

John Jeandrevin, Law Director

Kenneth J. Fisher, Law Director

THE CITY OF BRUNSWICK
PROPOSED MOTION



DATE: 2/8/2021

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

FROM: Carl S. DeForest, City Manager
Todd Fischer

COPY: Mayor Ron Falconi

MOTION: Motion to allow the City Manager to enter into a depository agreement with Huntington National Bank

BACKGROUND: The City of Brunswick currently uses Huntington National Bank for various banking services. The current depository agreement expires and the City wishes to enter into a new depository agreement for an additional five year period. The new depository agreement would cover the period of April 30, 2021 through April 29, 2025.

PURPOSE AND EXPLANATION: See background information above.

IMPLEMENTATION SCHEDULE: Motion to be presented on February 8, 2021

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION: Recommend approval on February 8, 2021 to allow enough time to get new agreement in place before the current agreement expires.

ADDITIONAL INFORMATION:

PROPOSED MOTION



DATE: 2/8/2021

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

FROM: Carl S. DeForest, City Manager
Todd Fischer

COPY: Mayor Ron Falconi

MOTION: Motion to allow the City Manager to enter into a depository with Westfield Bank, FSB and a tri-party collateral agreement between Westfield Bank, FSB and the Federal Home Loan Bank of Cincinnati

BACKGROUND: The City of Brunswick uses various banks and investment options to hold and/or invest public Funds. From time to time, additional banking or more attractive financial options may become available as the interest environment changes.

Furthermore, Ohio Revised Code Section 135.182 requires all public deposits in excess of the FDIC limit to be collateralized. Westfield Bank, FSB is interested in using Federal Home Loan Bank of Cincinnati from time to time to provide sufficient collateral for deposits in excess of the FDIC limit. Therefore, Westfield Bank is desirous in entering into a tri-party collateral agreement between Westfield Bank, FSB, City of Brunswick and Federal Home Loan Bank of Cincinnati.

PURPOSE AND EXPLANATION: See Background info above.

IMPLEMENTATION SCHEDULE: Motion is expected to be presented on February 8, 2021.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION: Motion to be presented on February 8, 2021. If passed, the City would have more banking options available to them and thus would be in better position to take advantage of opportunities that may arise during an ever changing interest rate environment.

ADDITIONAL

INFORMATION:

PROPOSED MOTION



DATE: 2/8/2021

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

FROM: Carl S. DeForest, City Manager
Matt Jones

COPY: Mayor Ron Falconi

MOTION: Motion to authorize the City Manager to enter into a lease agreement with the Medina County Park District authorizing the Park District to operate and maintain the portion of Phase 1 of the Plum Creek Greenway Trail on City property.

BACKGROUND: New motion request

PURPOSE AND EXPLANATION: The Plum Creek Greenway Trail is a planned multi-phase project that will link Plum Creek Park with Brunswick Lake and beyond. Phase 1 will construct the trail between Plum Creek Park and Mooney Park. An agreement between the City and Park District is necessary to permit the Park District to operate and maintain the portion of the Phase 1 trail that falls on City property.

IMPLEMENTATION SCHEDULE: Should authorization be granted at the February 8, 2021 Committee of the Whole meeting, the agreement will be forwarded to the Park District for consideration. Construction is anticipated to begin this spring.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The ongoing annual maintenance and repair costs of the trail will be the responsibility of the Medina County Park District per this agreement. However, the actual construction of the trail will be the responsibility of the City of Brunswick.

The construction of the trail is being partially funded by a Clean Ohio Trails Fund grant from the Ohio Department of Natural Resources. This grant award = \$301,500 and eligible grant expenses are accounted for 341-0812-56880. The budgeted City share or local match costs for Phase I are accounted for in 300-2019-56700 pursuant to Council Res#67-2020. Costs associated with the project will be compared to these budgets in place.

RECOMMENDED

ACTION:

Passage of a motion which authorizes the City Manager to enter into an agreement with the Medina County Park District authorizing the Park District to operate and maintain the portion of Phase 1 of the Plum Creek Greenway Trail on City property.

**ADDITIONAL
INFORMATION:**

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into by and between the City of Brunswick, a municipal corporation organized and existing pursuant to its Charter and the laws of the State of Ohio (hereinafter the “City”) and the Medina County Park District, organized and existing pursuant to Chapter 1545 of the Ohio Revised Code (the “Park District”).

WHEREAS, the City owns real property depicted in dark green on the Map attached hereto as Exhibit “A” and incorporated herein by reference (the “City Property”);

WHEREAS, the Park District owns real property depicted in light green on the Map attached hereto as Exhibit “A” (the “Park District Property”);

WHEREAS, the City will be submitting a Grant Application to the Ohio Department of Natural Resources (“ODNR”) for the construction of Phase 1 of the Plum Creek Greenway Trail Project on the City Property and Park District Property (the “Sleepy Hollow Section”), as depicted in orange on the Map attached hereto as Exhibit “A”;

WHEREAS, the City anticipates construction of the Sleepy Hollow Section will be accomplished through ODNR Grant funds and City contributions;

WHEREAS, pursuant to its powers under Section 8.01(d) of the Charter, City Council may authorize lease of any real estate not needed for municipal purposes to any organization, except religious organizations, for the purpose of constructing, maintaining or managing parks, without competitive bidding; and

WHEREAS, the City and the Park District are desirous of entering into this Lease Agreement to provide for the lease of the Sleepy Hollow Section (the “Leased Premises”).

NOW THEREFORE, in consideration of the following terms and conditions hereinafter set forth, the Parties hereto agree as follows:

1. PREMISES. The City hereby leases to the Park District the Leased Premises.
2. TERM. The term of this Lease Agreement shall be for a period of twenty-five (25) years (the “Initial Term”) commencing on the date of full execution of this Lease Agreement (the “Effective Date”). The term of this Lease Agreement shall automatically renew, on the same terms and conditions as provided herein, for successive twenty-five (25) year terms (each a “Renewal Term”) upon the expiration of the Initial Term or Renewal Term(s), unless otherwise terminated as provided herein. This Lease Agreement may be terminated for cause only as provided herein or by written agreement of the Parties hereto.
3. COVENANT TO USE AS A PUBLIC PARK FACILITY. The Park District covenants and agrees that it will use and maintain the Leased Premises as a public park facility during the Initial Term or any Renewal Term of this Lease

Agreement.

4. **CONSTRUCTION OF IMPROVEMENTS.** The City shall obtain all necessary approvals and construct the Sleepy Hollow Section on the City Property and Park District Property at the City's sole cost and expense. The Park District agrees to execute necessary documents to allow the City, or its agents, access to the Park District Property to construct the Sleepy Hollow Section.
5. **MAINTENANCE/REPAIR.** The Park District, at its sole cost and expense, will maintain and repair the Sleepy Hollow Section for the Initial Term and any Renewal Term of this Lease Agreement.
6. **SIGNS.** During the Initial Term or any Renewal Term of this Lease Agreement, the City and Park District shall have the right to place signs on the Sleepy Hollow Section acknowledging the Park District's maintenance/repair of the Sleepy Hollow Section, the City's construction of the Sleepy Hollow Section and/or other signage agreed upon in writing by the Parties hereto.
7. **INSURANCE.** Both Parties agree to carry and maintain public liability insurance, property damage and personal injury insurance in amounts and with companies as each Party deems appropriate, but in no case in lesser amounts than is carried or would be carried by either Party for similar property.
8. **ASSIGNMENT.** This Lease Agreement is not assignable without the prior written consent of both the City and the Park District.
9. **TERMINATION.** This Lease Agreement may not be terminated by either Party without cause except upon written agreement by the Parties hereto or in the event the Park District should cease to exist during the Initial Term or any Renewal Term of this Agreement. In the event of termination of this Lease Agreement, whether by cause, agreement, expiration or otherwise, the Sleepy Hollow Section shall be the sole and exclusive property of the City and may be leased to an entity that has similar purposes to the Park District.
10. **DEFAULT/REMEDIES.** In the event of a material default by either Party in the performance of its obligations hereunder, the non-defaulting Party shall deliver to the other Party written notice setting forth the nature of the default. The defaulting Party shall have one hundred eighty (180) calendar days to cure the default. If the default is not cured to the satisfaction of the non-defaulting Party within such one hundred eighty (180) calendar day period, the non-defaulting Party may terminate this Lease Agreement. In the event of termination, the defaulting Party shall have no further rights or obligations under this Lease Agreement; however, the defaulting Party shall not be relieved of its obligations under this Lease Agreement which accrued prior to the date of termination.

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[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have caused this Lease Agreement to be executed as of the dates indicated below.

Medina County Park District

City of Brunswick, Ohio

Nathan D. Eppink, Director

Carl S. DeForest, City Manager

Date: _____

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Approved as to form:

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John Jeandrevin, Law Director

Kenneth J. Fisher, Law Director



Plum Creek Greenway Implementation Strategy

Olde Village Section

Section Stats

Section Costs - \$800k
Trail Length - 5,800 Ft
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Timeline - Pursue Funding Now
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Match - SCIP Funds Recently Awarded for Plum Creek

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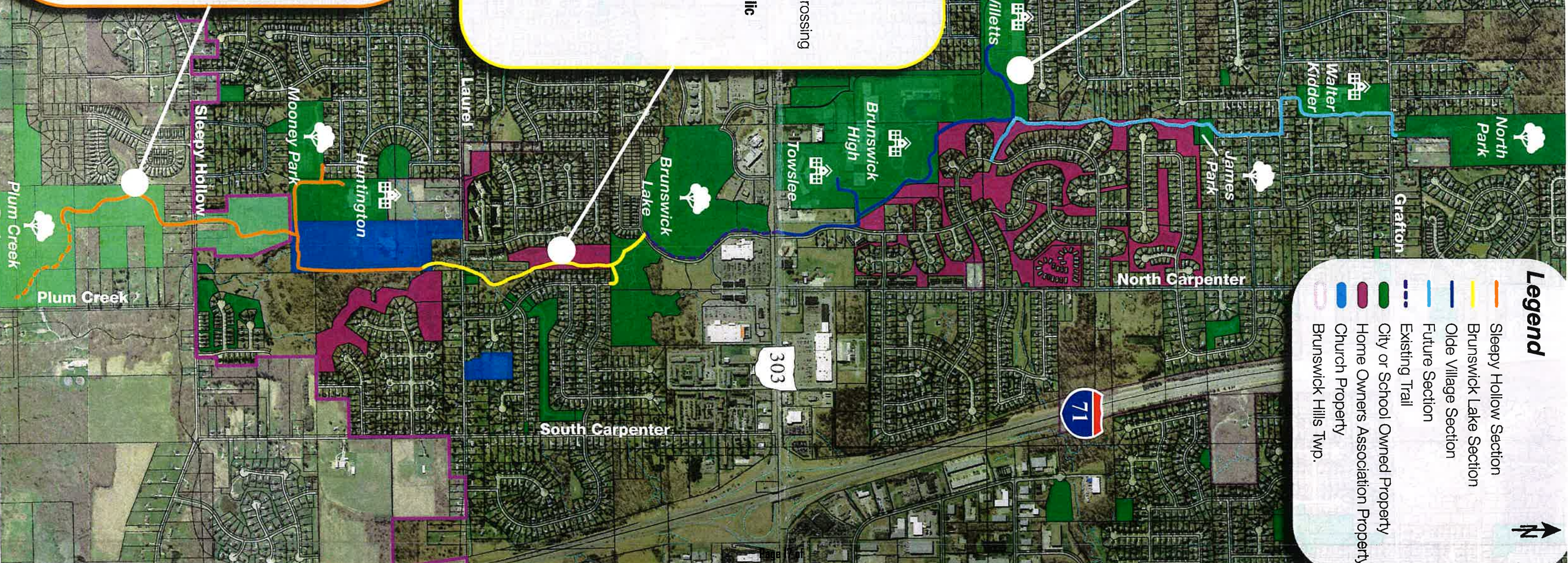
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Match - Split Between Medina Parks & City



THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 2/8/2021

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

FROM: Carl S. DeForest, City Manager
Josh Erskine

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 15-2021** - An emergency resolution authorizing the City Manager to enter into an agreement with Finley Fire Equipment Company for the purchase of a new Pierce Saber Pumper for the Division of Fire in an amount not to exceed \$375,000.00. - **1st Reading** (To be brought from Safety & Environment Committee, *Administration/Josh Erskine*)

BACKGROUND: This purchase will allow the Division of Fire to replace a 2001 Pierce Dash with a new Pierce Saber which will then serve as a front-line response apparatus. The current vehicle has reached its NFPA recommended service life of 20-years. This vehicle is eligible for purchase under the Ohio State Procurement Program. The purchase was not included in the 2021 budget, however, due to special circumstances, a good purchase opportunity has arisen. In addition, to the purchase authorization through City Council, separate legislation amending the budget to appropriate these funds would also be required to be adopted by City Council before payment can be made. The Director of Finance and the City Manager plan to approach the Finance Committee and City Council with budget amendment legislation in February 2021 that would cover the cost of this purchase request.

PURPOSE AND EXPLANATION: Engine 2 is a 2001 Pierce Dash that will have reached the end of its service life per NFPA in 2021. The replacement apparatus will serve as a front-line response apparatus upon being placed in service with the Division of Fire.

IMPLEMENTATION SCHEDULE: As soon as possible, pending budget amendment authorization with an anticipated delivery of March 1, 2021.

FINANCIAL INFORMATION: - - Fire Fund #115 and Capital Subfund #952 - 952-0510-56252 - - 0

FINANCIAL SUMMARY: This purchase was originally planned for in 2022 per the Division of Fire's 5 year capital plan. Thus it was not included in the original 2021 budget. However, due to special circumstances, a good purchase opportunity has now arisen. In addition, to this purchase authorization through

City Council..... a separate piece of legislation amending the 2021 budget to appropriate these funds would also be required to be adopted by City Council before payment could be made. The Director of Finance and the City Manager plan to approach the Finance Committee and City Council with budget amendment legislation on February 8, 2021 that would cover the cost of this requested purchase and possible other related equipment as requested by the Fire Chief.

**RECOMMENDED
ACTION:**

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

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

This resolution is being requested as emergency legislation due to the public safety need.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 15-2021

BY: Mr. Capretta, Mr. Abella, Mrs. Zak

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FINLEY FIRE EQUIPMENT COMPANY FOR THE PURCHASE OF A NEW PIERCE SABER PUMPER FOR THE DIVISION OF FIRE IN AN AMOUNT NOT TO EXCEED \$375,000.00.

WHEREAS: The City of Brunswick belongs to the Ohio State Procurement Program under the direction of the Ohio Department of Administrative Services;

WHEREAS: Ohio Revised Code Section 125.04(C) permits the City to purchase supplies or services from another party without competitive bidding and outside the State Procurement Program if such supplies or services can be purchased under equivalent terms, conditions and specifications, but at a lower price than through the State Procurement Program; and

WHEREAS: The proposed purchase of a new Pierce Saber Pumper for the Division of Fire from Finley Fire Equipment Company in an amount not to exceed \$375,000.00, is upon equivalent terms, conditions and specifications and at a lower price than through the State Procurement Program.

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

SECTION 1: That the City Manager, with the approval of the Law Director, is hereby authorized and directed to enter into an Agreement with Finley Fire Equipment Company for the purchase of a new Pierce Saber Pumper for the Division of Fire in an amount not to exceed \$375,000.00 subject to appropriation of necessary funds by City Council as required by law.

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 secure pricing and allow for delivery as soon as possible to replace existing equipment that has exceeded its recommended service life. 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: _____

Acting Clerk of Council
Holly Quellos