



BRUNSWICK CITY COUNCIL AGENDA

Valerie Zak Ward 3	Nicholas Hanek Ward 2	Patricia Hanek At-Large	Kenneth Fisher Law Director	Carl S. DeForest City Manager	Ron Falconi Mayor	Fijabi Julien-Gallam Council Clerk	Michael Abella Jr. Ward 1	Brian Ousley At-Large	Joseph Delsanter At-Large	Anthony Capretta Ward 4
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Administration Representatives

**JUNE 28, 2021
In Council Chambers
At 7:00 PM**

1. Prayer and Pledge of Allegiance
2. Roll Call of Members
3. Correspondence
4. Approval of Minutes
 - (a) Regular Council Meeting Minutes dated June 14, 2021
5. Mayor's Report:
 - (a) Proclamation for volunteerism and significant contributions - Joyce Coundourides;
 - (b) Mayor's Update
6. Clerk of Council's Report
7. Council Committee Reports:
 - Economic Development Committee.....Mr. Hanek
 - Economic Development Committee Meeting Minutes dated April 20, 2021
 - Economic Development Committee Meeting Minutes dated May 18, 2021
 - Services, Utilities, Technology & Cable Committee.....Mr. Abella Jr.
 - Services, Utilities, Technology & Cable Committee Meeting Minutes dated May 10, 2021
 - Finance Committee.....Mrs. Hanek
 - Safety & Environment Committee.....Mr. Capretta
 - Planning & Zoning Committee.....Mr. Delsanter
 - Planning & Zoning Committee Meeting Minutes dated April 15, 2021

Planning & Zoning Committee Special Meeting Minutes dated May 3, 2021
Parks, Recreation & Community Committee.....Mrs. Zak
Building & Building Code Committee.....Mr. Ousley
Building & Building Code Committee Meeting Minutes dated May 10, 2021

8. Other Committees, Boards and Commissions

- (a) Committee of the Whole Meeting Minutes dated April 26, 2021
- (b) Committee of the Whole Meeting Minutes dated May 10, 2021

9. Petitions from the Public on Legislation

10. Reading of Legislation and Action on Legislation:

a. 3rd Reading(s)

ORD. NO. 54-2021 - An emergency ordinance determining to proceed with certain Medina County Energy Improvement District Projects by way of Special Assessments in accordance with Chapters 1710 and 727 of the Ohio Revised Code. - **3rd Reading** (Economic Development Committee, *Administration/Grant Aungst*)

ORD. NO. 55-2021 - An emergency ordinance levying special assessments for the Special Energy Improvement Project. - **3rd Reading** (Economic Development Committee, *Administration/Grant Aungst*)

b. 2nd Reading(s)

RES. NO. 62-2021 - A resolution authorizing the City Manager to enter into a sponsorship and service agreement with Southwest General Health Center Relative to the Brunswick Community Recreation and Fitness Center. - **2nd Reading** (Parks, Recreation and Community Committee, *Administration/John Piepsny*)

RES. NO. 63-2021 - A resolution authorizing the City Manager to enter into a lease agreement with Southwest General Health Center for a portion of the Brunswick Community Recreation and Fitness Center. - **2nd Reading** (Parks, Recreation and Community Committee, *Administration/John Piepsny*)

c. 1st Reading(s)

RES. NO. 65-2021 - An emergency resolution authorizing the City Manager to enter into an agreement with Brunswick Hills Township for the provision of dispatch services. - **1st Reading** (To be brought from Safety & Environment Committee, *Administration/Brian Ohlin*)

RES. NO. 66-2021 - An emergency resolution approving the One Ohio Memorandum

of Understanding relative to ongoing opioid litigation. – **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

11. City Manager's Report
12. Administrative Departments
13. Open Forum
14. Unfinished Business
15. New Business
16. Adjournment

CITY OF BRUNSWICK, OHIO

MINUTES OF COUNCIL

MONDAY, JUNE 14, 2021

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

Roll Call of Members showed the following Council Members present: Nicholas Hanek, Valerie Zak, Michael Abella Jr., Anthony Capretta, Joseph Delsanter, Patricia Hanek, Brian Ousley.

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

Correspondence:

There was none.

Approval of Minutes:

Michael Abella Jr. moved to approve the Regular Council Meeting Minutes dated May 24, 2021, as written, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Patricia Hanek, Joseph Delsanter, Brian Ousley, Nicholas Hanek, Michael Abella Jr., Anthony Capretta, Valerie Zak. Nays - 0. Motion Carried.

Mayor's Report:

Mayor Ron Falconi noted that the Mayor's Court Financial Report for the month ending May 2021 will be posted on the website and added to the minutes for the record.

Clerk of Council's Report:

Clerk of Council Fijabi Julien-Gallam remarked that residents could access any adopted or pending minutes and legislation for review on the City's website at Brunswick.oh.us. In addition, Regular City Council Meetings are scheduled to start at 7 p.m. instead of 7:30 p.m., starting June 28, 2021. All requested committee meetings are scheduled before the Regular City council Meeting.

Council Committee Reports:

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

Nicholas Hanek moved to approve the Economic and Development Committee Formal Report dated March 16, 2021, as written, seconded by Joseph Delsanter. Roll Call - Ayes - 7, Michael Abella Jr., Patricia Hanek, Brian Ousley, Nicholas Hanek, Valerie Zak, Joseph Delsanter, Anthony Capretta. Nays - 0. Motion Carried.

Services, Utilities, Technology & Cable Committee.....Mr. Abella Jr.:

Michael Abella Jr. moved to approve the Services, Utilities, Technology & Cable Committee Formal Report dated January 25, 2021, April 12, 2021, and April 26, 2021, as written, seconded by Brian Ousley. Roll Call - Ayes - 7, Anthony Capretta, Nicholas Hanek, Valerie Zak, Joseph Delsanter, Patricia Hanek, Brian Ousley, Michael Abella Jr. Nays - 0. Motion Carried.

Finance Committee.....Mrs. Hanek:

Patricia Hanek moved to approve the Finance Committee Formal Report dated April 26, 2021, as written, seconded by Valerie Zak. Roll Call - Ayes - 7, Nicholas Hanek, Valerie Zak, Joseph Delsanter, Patricia Hanek, Michael Abella Jr., Brian Ousley, Anthony Capretta. Nays - 0. Motion Carried.

Safety & Environment Committee.....Mr. Capretta:

Anthony Capretta moved to approve, seconded by Valerie Zak. Roll Call - Ayes - 7, Valerie Zak, Brian Ousley, Nicholas Hanek, Joseph Delsanter, Anthony Capretta, Michael Abella Jr., Patricia Hanek. Nays - 0. Motion Carried.

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

Joseph Delsanter moved to approve the Planning & Zoning Committee Meeting Minutes Dated December 14, 2020, and April 12, 2021, as written, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Nicholas Hanek, Brian Ousley, Michael Abella Jr., Valerie Zak, Anthony Capretta, Joseph Delsanter, Patricia Hanek. Nays - 0. Motion Carried.

Parks, Recreation & Community Committee.....Mrs. Zak:

Valerie Zak moved to approve the Parks, Recreation & Community Committee dated January 25, 2021, and April 26, 2021, as written, seconded by Patricia Hanek. Roll Call - Ayes - 7, Brian Ousley, Patricia Hanek, Joseph Delsanter, Michael Abella Jr., Anthony Capretta, Valerie Zak, Nicholas Hanek. Nays - 0. Motion Carried.

Building & Building Code Committee.....Mr. Ousley:

Councilman Brian Ousley had no formal reports this evening.

Other Boards and Commissions:

Michael Abella Jr. moved to approve the Committee-of-the-Whole Minutes dated April 12, 2021, as written, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Patricia Hanek, Valerie Zak, Brian Ousley, Nicholas Hanek, Michael Abella Jr., Anthony Capretta, Joseph Delsanter. Nays - 0. Motion Carried.

Councilman Nicholas Hanek thanked Councilman Joseph Delsanter and the members of the committee on the multiple joint committee meetings to develop many legislations.

Nicholas Hanek moved to approve the Planning & Zoning Committee & Economic

Development Committee Joint Meeting Minutes dated November 17, 2021, and January 19, 2021, seconded by Joseph Delsanter. Roll Call - Ayes - 7, Nicholas Hanek, Valerie Zak, Michael Abella Jr., Anthony Capretta, Joseph Delsanter, Patricia Hanek, Brian Ousley. Nays - 0. Motion Carried.

Petitions from the Public on Legislation:

There was none.

Reading of Legislation and Action on Legislation:

3rd Reading(s)

ORD. NO. 32-2021 - An ordinance repealing Chapter 1264 of the City of Brunswick Codified Ordinances and eliminating the I-D Industrial Distribution District. - **3rd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*):

Joseph Delsanter moved to adopt Ordinance Number 32-2021, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Patricia Hanek, Joseph Delsanter, Brian Ousley, Nicholas Hanek, Michael Abella Jr., Anthony Capretta, Valerie Zak. Nays - 0. Motion Carried.

ORD. NO. 33-2021 - An ordinance amending Chapter 1270 of the City of Brunswick Codified Ordinances.- **3rd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*):

Joseph Delsanter moved to adopt Ordinance Number 33-2021, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Michael Abella Jr., Patricia Hanek, Brian Ousley, Nicholas Hanek, Valerie Zak, Joseph Delsanter, Anthony Capretta. Nays - 0. Motion Carried.

ORD. NO. 34-2021 - An ordinance establishing Section 1274.09(k) of the City of Brunswick Codified Ordinances. - **3rd Reading** (Committee-of-the-Whole, *Administration/Grant Aungst*):

Michael Abella Jr. moved to adopt Ordinance Number 34-2021, seconded by Joseph Delsanter. Roll Call - Ayes - 7, Anthony Capretta, Nicholas Hanek, Valerie Zak, Joseph Delsanter, Patricia Hanek, Brian Ousley, Michael Abella Jr. Nays - 0. Motion Carried.

ORD. NO. 35-2021 - An ordinance amending Section 1280.06 of the City of Brunswick Codified Ordinances. - **3rd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*):

Joseph Delsanter moved to adopt Ordinance Number 35-2021, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Nicholas Hanek, Valerie Zak, Joseph Delsanter, Patricia Hanek, Michael Abella Jr., Brian Ousley, Anthony Capretta. Nays - 0. Motion Carried.

ORD. NO. 47-2021 - An ordinance amending Section 220.01(a) of the Codified Ordinances of the City of Brunswick.- **3rd Reading** (Committee-of-the-Whole, *Administration/Fijabi Gallam*):

Michael Abella Jr. moved to adopt Ordinance Number 47-2021, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Valerie Zak, Brian Ousley, Nicholas Hanek, Joseph Delsanter, Anthony Capretta, Michael Abella Jr., Patricia Hanek. Nays - 0. Motion Carried.

RES. NO. 48-2021 - An emergency resolution approving a petition for special assessments for Special Energy Improvement Projects and a project plan for the Medina County Energy Improvement District under Chapter 1710 of the Ohio Revised Code; to authorize and levy special assessments for the purpose of acquiring, constructing, and improving certain public improvements in the City of Brunswick in cooperation with the Medina County Energy Improvement District; and to approve an Energy Project Agreement in connection with such improvements and special assessments. - **3rd Reading** (Committee-of-the-Whole, *Administration/Grant Aungst*):

Michael Abella Jr. moved to adopt Resolution Number 48-2021, seconded by Joseph Delsanter. Roll Call - Ayes - 7, Nicholas Hanek, Brian Ousley, Michael Abella Jr., Valerie Zak, Anthony Capretta, Joseph Delsanter, Patricia Hanek. Nays - 0. Motion Carried.

RES. NO. 49-2021 - An emergency resolution authorizing the City Manager to enter into an Energy Project Agreement with City of Medina Energy Special Improvement District, INC. DBA County of Medina Energy Improvement District, INC. - **3rd Reading** (Committee-of-the-Whole, *Administration/Grant Aungst*):

Michael Abella Jr. moved to adopt Resolution Number 49-2021, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Brian Ousley, Patricia Hanek, Joseph Delsanter, Michael Abella Jr., Anthony Capretta, Valerie Zak, Nicholas Hanek. Nays - 0. Motion Carried.

RES. NO. 50-2021 - An emergency resolution declaring it necessary to make certain energy improvements at property in the city by replacing and installing LED lighting, together with all necessary appurtenances thereto. - **3rd Reading** (Committee-of-the-Whole, *Administration/Grant Aungst*):

Michael Abella Jr. moved to adopt Resolution Number 50-2021, seconded by Anthony Capretta. Roll Call - Ayes - 7, Patricia Hanek, Valerie Zak, Brian Ousley, Nicholas Hanek, Michael Abella Jr., Anthony Capretta, Joseph Delsanter. Nays - 0. Motion Carried.

2nd Reading(s)

ORD. NO. 54-2021 - An emergency ordinance determining to proceed with certain Medina County Energy Improvement District Projects by way of Special Assessments in accordance with Chapters 1710 and 727 of the Ohio Revised Code. - **2nd Reading** (Economic Development Committee, *Administration/Grant Aungst*):

ORD. NO. 54-2021 - Mr. Hanek moved this ordinance to third reading.

ORD. NO. 55-2021 - An emergency ordinance levying special assessments for the Special Energy Improvement Project. - **2nd Reading** (Economic Development Committee, *Administration/Grant Aungst*):

ORD. NO. 55-2021 - Mr. Hanek moved this ordinance to third reading.

ORD. NO. 56-2021 - An emergency ordinance authorizing the transfer of the remaining balance in the Special Assessment South Industrial Parkway Bonds Retirement Sub-Fund to the General Obligation Bond Retirement Fund. - **2nd Reading** (Finance Committee, *Administration/Todd Fischer*):

Patricia Hanek moved to suspend the rules, seconded by Valerie Zak. Roll Call - Ayes - 7, Michael Abella Jr., Patricia Hanek, Brian Ousley, Nicholas Hanek, Valerie Zak, Joseph Delsanter, Anthony Capretta. Nays - 0. Motion Carried.

Patricia Hanek moved to adopt Ordinance Number 56-2021, seconded by Joseph Delsanter. Roll Call - Ayes - 7, Anthony Capretta, Nicholas Hanek, Valerie Zak, Joseph Delsanter, Patricia Hanek, Brian Ousley, Michael Abella Jr. Nays - 0. Motion Carried.

ORD. NO. 57-2021 - An emergency ordinance authorizing and adopting the proposed tax budget for the City of Brunswick, Ohio for the year beginning January 1, 2022, through December 31, 2022. - **2nd Reading** (Finance Committee, *Administration/Todd Fischer*):

Patricia Hanek moved to suspend the rules, seconded by Valerie Zak. Roll Call - Ayes - 7, Nicholas Hanek, Valerie Zak, Joseph Delsanter, Patricia Hanek, Michael Abella Jr., Brian Ousley, Anthony Capretta. Nays - 0. Motion Carried.

Patricia Hanek moved to adopt Ordinance Number 56-2021, seconded by Joseph Delsanter. Roll Call - Ayes - 7, Valerie Zak, Brian Ousley, Nicholas Hanek, Joseph Delsanter, Anthony Capretta, Michael Abella Jr., Patricia Hanek. Nays - 0. Motion Carried.

1st Reading(s)

RES. NO. 62-2021 - A resolution authorizing the City Manager to enter into a sponsorship and service agreement with Southwest General Health Center Relative to the Brunswick Community Recreation and Fitness Center. - **1st Reading** (To be brought from Parks, Recreation and Community Committee, *Administration/John Piepsny*):

RES. NO. 62-2021 - Mrs. Zak moved this resolution to second reading.

RES. NO. 63-2021 - A resolution authorizing the City Manager to enter into a lease agreement with Southwest General Health Center for a portion of the Brunswick Community Recreation and Fitness Center. - **1st Reading** (To be brought from Parks, Recreation and Community Committee, *Administration/John Piepsny*):

RES. NO. 63-2021 - Mrs. Zak moved this resolution to second reading.

ORD. NO. 64-2021 - An emergency ordinance approving the final plat for the Vicky Drive Extension (Overlook Pointe) Development, subject to final engineering approval and any other conditions imposed by Council. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*):

Joseph Delsanter moved to suspend the rules, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Patricia Hanek, Valerie Zak, Brian Ousley, Nicholas Hanek, Michael Abella Jr., Anthony Capretta, Joseph Delsanter. Nays - 0. Motion Carried.

Joseph Delsanter moved to Adopt Ordinance Number 64-2021, seconded by Nicholas Hanek. Roll Call - Ayes - 6, Nicholas Hanek, Valerie Zak, Michael Abella Jr., Anthony Capretta, Joseph Delsanter, Patricia Hanek, Brian Ousley. Nays - 1, Brian Ousley. Motion Carried.

City Manager's Report:

City Manager Carl DeForest:

- Wished everyone a Happy Flag Day.
- Reminded everyone the Council Meetings are open to the public. The meetings start at 7:00 pm. Mr. DeForest noted that residents have the option to sign up to ask any questions on proposed legislation, and express any concerns under Open Forum during a council meeting.
- Thanked the Brunswick City Schools and Leann Alferio for the inclusive playground idea and fundraising ideas. Mr. DeForest noted that twice a week, he is receiving questions regarding fundraising for the playground. He added that it is really nice when the community gets together to do something meaningful.
- Reminded everyone that school is out for the summer and be aware of the children playing outside.
- Announced that the City's fireworks are planned for July 3, 2021, when it turns dark. The alternate date for the Independence Day fireworks is July 5, 2021.

Administrative Departments:

There was none.

Open Forum:

There was none.

Unfinished Business:

There was none.

New Business:

There was none.

Adjournment:

There being no further business, the meeting adjourned at 7:41 p.m.

Michael Abella Jr. moved to adjourn, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Patricia Hanek, Joseph Delsanter, Brian Ousley, Nicholas Hanek, Michael Abella Jr., Anthony Capretta, Valerie Zak. Nays - 0. Motion Carried.

Respectfully submitted,

Fijabi Julien-Gallam, CMC

Clerk of Council

Mayor Ron Falconi

Adopted

ECONOMIC DEVELOPMENT COMMITTEE

April 20, 2021

IN ATTENDANCE: Chairman Nicholas Hanek, Committee Member Patricia Hanek, Community & Economic Development Director Grant Aungst, Brunswick Area Television, Council Clerk Fijabi Julien-Gallam.

The virtual meeting convened at 5:30 p.m.

Mr. Hanek called for a motion regarding Mr. Delsanter.

Mrs. Hanek made a motion to excuse Mr. Delsanter for just cause. Vote – 2 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Aungst expressed that businesses are open and, although this is good news, there are still some who are struggling. He provided the following updates:

- Rainforest Car Wash is in the construction phase of their addition and updating self-serve car wash area with new vacuums which was approved last year by the planning commission. This is a big investment that would tie in nicely to the site location.
- Armbruster Moving & Storage is requesting to add 26,000 square feet to their facility at W130th and 303.
- Lowbrow Customs in the industrial park is planning to double their size.
- All Construction Services is beginning to build their new 24,000 square foot facility.
- Human Bean Coffee Shop is moving forward with their new location at Old Eagle and 303.
- Burger King is planning to tear down their current building and rebuild in the same location.
- Brunswick Middle School stadium is set to begin construction soon.
- Ohio Cabinets is set to move into the old Car Quest location on 303.
- Custom Klassic Decks is adding a building for growth.
- Mitsubishi Car Dealership on Pearl Road progressing with additional improvements planned to be made over the next couple of years.
- Ohio Peterbilt has joined the Industrial Park.
- Meijer construction has begun.
- Marc's is beginning interior work for their move.
- Bank of America is moving into the old Pizza Fire location.
- Jiffy Lube is open for business.
- A new restaurant named "The Dog House" is going to be located on Pearl across from the Orchard Apartments.
- St. Collette is moving forward with the addition to their parish.

Mr. Aungst discussed the following:

- Medina County unemployment is at 3.3% which is a lower percentage than pre-pandemic, and although some may be unemployed there are jobs available in Medina County, including in the city of Brunswick, for skilled, unskilled and even upper management positions.
- There is a bill in the Ohio House of Representatives regarding (CRA) Community Reinvestment Acts, which would have a negative impact on the community and the state so it has not yet been determined if this is moving forward. Bethany Dentler from (MCEDC) Medina County Economic Development Corporation testified at the State House regarding this matter. The county does not feel this was approached properly. The current CRAs were under a Pre-94 has worked well and has managed growth in a positive way as a community and in the schools. The new proposal would penalize those who have played by the rules including educational institutions and townships. It would not be an equitable situation. Letters and surveys have been submitted expressing concerns. The House Representatives have not been inclined to listen to those who regularly manage CRAs.
- (NOACA) Northeast Ohio Areawide Coordinating Agency. The city has had some experience with NOACA for different projects in the past. Currently NOACA is trying to move into economic development and take over responsibilities and funding for the next 30 years working through the (EDA) U.S. Economic Development Administration. Medina County commissioners and economic development does not support this endeavor as this would not serve the community well. A letter was penned by Bethany Dentler from MCEDC and approved and signed by the Medina County Commissioners including Denise Testa from the Medina County Planning Department, Andy Conrad, Medina County Highway Engineer and Shannon Ryan from Medina County Public Transit, as public record. NOACA wants to impose things that would not be favorable and this should not be supported.
- Traffic counts are currently at pre-pandemic levels, 45,000 vehicles traveling on State Route 303 and Interstate 71.
- Residential markets for homes remain strong both for new builds and available pre-owned homes. The remodeling market is very high right now. Lumber costs have increased considerably and, although prices may remain steady, they may not decline for the foreseeable future.
- Medina county desperately needs adults who are willing to work and who would be good employees. Many working women have not been able to return to work at this time due to day care issues. Other avenues should be explored to increase this working population. Efforts are being made to work with multiple agencies throughout the region and the state on this matter, however this has proved to be a very difficult task. In addition, more workers are needed in restaurants, construction and retail.
- Mr. Aungst summarized everything by saying that the city is stable and very busy. There are a lot of positives going forward including in the hospitality industry and other industries that were most adversely affected by the pandemic. It is important to remember the businesses that are struggling to regain their footing and to shop locally. All should keep in mind the multiplier

affect, if you spend a dollar in your community how many people are positively affected by that dollar?

Mrs. Hanek mentioned that she had suggested that Mr. Hanek interview Mr. Aungst for BAT TV. Mr. Hanek stated it would be necessary to use caution in this type of interview, but it is definitely something to consider.

Mr. Aungst stated that Mrs. Hanek had previously mentioned concerns regarding apartment complexes and the reason why the city chooses certain businesses. It is not the city who chooses but rather, a private enterprise and as long as they are in the correct zoning district, meet requirements and follow code they could build in those locations after receiving approvals. It is critical to follow the law and to follow code.

Mr. Hanek expressed that a lot of planning items and revamps have been addressed and added that it would be a good idea to continue to allow some remote options in Planning Commissions and Board of Zoning and Appeals meetings as a business friendly initiative. Mr. Aungst concurred and stated that this is something that has been discussed.

Mr. Hanek mentioned that having a discussion about food trucks being legislated is also something to be considered.

Mr. Hanek also inquired about the timing of the census numbers being released. Mrs. Hanek stated that she thinks the numbers would be available in the fall. Mr. Hanek stated that he believes the population has increased considerably, and Mr. Aungst agreed.

Mr. Hanek stated that he would like to address the potential for designated outdoor refreshment areas. This may be something attractive for the overlay districts and perhaps creating the downtown area. He also expressed that he had received a suggestion, via Facebook, for a pizza day in Brunswick. Mr. Aungst stated that he had received a suggestion for a pizza tour. This could include t-shirts with various locations listed and the individuals could mark off the locations and fill in the date of their visits. This may be a way to feature Brunswick as a city for families. Mr. Aungst mentioned that Romeos located on State Route 303 is a national training center and Romeos has locations as far as the Middle East. When employees need training, they train at the Brunswick Romeo's location on State Route 303.

Mr. Aungst also stated that the Paycheck Protection Program (PPP) loans were used by businesses for the right reasons and the majority had been able to remain open because of those loans. It is important to support local businesses. Retailers know what the disposable income is for households in the city, because there is a business that tracks spending dollars and income levels and they also know that Brunswick stores are supported 10-20% more than other locations outside of the community. There are a lot of people who live and work in Brunswick and there are also a lot of people who come in from other areas to work here. It is important that businesses thrive not just survive because this is very beneficial for the community, for example, by having roads kept up, parks being maintained and other

activity levels. The Plum Creek Trails, which have been approved by council, would be a boost and would attract businesses. It is critical to economic growth for all to work together.

Mr. Hanek expressed that during this pandemic thought has been given to future plans and development for improvement such as the Plum Creek Trail Project. There has also been a discussion regarding a downtown area. Mr. Hanek stated that hopefully, post-COVID, Brunswick would be in a positive position. Mr. Aungst stated that plans have been put in place for the welfare of the community across the board, benefiting development, residents and stakeholders, all would be able to do well and be successful.

Mr. Hanek stated that the Plum Creek Trail Project would enable 5,000 residents to have walking and biking access to businesses. Mr. Aungst said it would be transformative. Mr. Hanek stated there has already been a positive effect on home values.

ADJOURNMENT:

Being no further business, Mrs. Hanek moved to adjourn at 6:00 p.m. Vote – 2 Ayes, 0 Nays.

Respectfully submitted,



Nicholas Hanek
Chairman

ECONOMIC DEVELOPMENT COMMITTEE

May 18, 2021

IN ATTENDANCE: Chairman Nicholas Hanek, Committee Member Patricia Hanek, Committee Member Joe Delsanter, Community & Economic Development Director Grant Aungst, Brunswick Area Television, Council Clerk Fijabi Julien-Gallam

The virtual meeting convened at 5:45 p.m.

Mr. Hanek called for a motion regarding Mr. Delsanter.

Mrs. Hanek made a motion to excuse Mr. Delsanter for just cause. Vote – 2 Ayes, 0 Nays.

Mr. Delsanter joined the meeting at 6:00 p.m.

GENERAL DISCUSSION:

Mr. Aungst provided the following updates:

- Rainforest Car Wash is remodeling their self-car wash area, and adding free vacuums.
- Armbruster Moving & Storage is adding 26,000 square feet.
- Lowbrow Customs is doubling the size of their building.
- All Construction is set to begin construction of their 24,000 square feet building soon.
- Human Bean Coffee Shop is moving forward with construction of their Old Eagle and State Route 303 location.
- Burger King is set to tear down their existing building and replace it with a new one.
- Brunswick Middle School stadium project is moving along nicely.
- Ohio Cabinets is a new business in Brunswick located on State Route 303.
- Klassic Custom Decks is making updates before construction begins on their additional building.
- The new Mitsubishi Car Dealership is open for business on Pearl Road.
- Ohio Peterbilt is located on Industrial Park North. They are having engineering discussions so new cabs and concrete would be available for sale in the near future.
- Meijer is in the construction phase with advanced technology, geothermal systems and underground piping.
- Marc's façade renovations would begin soon.
- Bank of America, Jiffy Lube, The Dog House and Saint Collette were also mentioned.
- A new Dental office would be occupying the space where Pet Value was previously located.
- Waite and Son Funeral Homes is going to be adding on to their existing building.

- University Center, where Tri-C is located, is going to be increasing their parking area, using a portion of the space where the Brunswick First Christian Church currently stands, which would be coming down this summer 2021. The parking lot is going to be nicely landscaped.
- Cozumel is planning to update their patio.
- Work is moving forward on the Energy Special Improvement District (ESID) legislation. Additional legislation is going to be added to this on Monday, May 24, 2021.
- Unemployment remains low at 3.3% in Medina County. However, numerous businesses in Medina County are looking for additional staffing. In addition to the Governor's efforts, other steps are being taken to find individuals who are employable and trainable. There are positions available for both skilled and unskilled workers.
- Medina County Commissioners along with The Economic Development Committee are watching closely the E2050 plan by (NOACA) The Northeast Ohio Areawide Coordinating Agency. NOACA is looking at economic development differently than Medina County and this is presenting some challenges. Mr. Aungst expressed that he would provide additional details to anyone who would like to know more.
- Traffic counts remain at very high levels.

Mr. Aungst expressed that those who are not limited by childcare issues and would like to return to work, should take advantage of the opportunities available.

- Residential markets remain strong for the county and the city. Interest rates remain low. Lumber prices and construction cost are somewhat contained because large builders buy at a high volume and under contract. However, Lowes and Home Depot are experiencing challenges.

Mr. Aungst stated that food trucks and (DORA) Designated Outdoor Refreshment Areas are being researched to ensure that sufficient background information is obtained. Updates should be available within the next couple of months.

Mr. Delsanter stated that the placement of food trucks would have to be discussed, to avoid causing problems with brick and mortar restaurants. Mr. Aungst stated that this would be taken into consideration and the owners would have to obtain written permission when selecting their location. Mr. Delsanter questioned whether the food truck vendors would have to uphold the same guidelines as the frozen treats vendors. Mr. Aungst stated the guidelines, Brunswick's code and the codes of other cities would be discussed. Mr. Hanek expressed that the food trucks would be more stationary not driving around like frozen treats trucks. Mr. Delsanter expressed that similar qualifiers would still be in place, so a discussion would be needed.

Mr. Hanek asked if it is possible as a business friendly initiative to have applicants for Zoning or for Planning Commission to appear remotely. Mr. Aungst stated that it may be necessary for certain elected officials to attend meetings in person with applicants joining remotely and it is vital to work through the charter and the law, but it is something to consider. Mr. Aungst added that the State Representative, both the House and the Senate has heard the concerns that have been expressed locally.

Mr. Aungst expressed that the pandemic has been devastating for many, however, there has been continued support of reinvesting in residential and local businesses.

Mr. Aungst noted that during the pandemic, a drop box for the Building Department was placed in the vestibule and this enabled them to be more efficient, and provided safety for both the staff and the residents.

Mrs. Hanek asked who would be occupying Marc's current grocery store space. Mr. Aungst stated that there is a lot of interest and a lot of discussions.

Mr. Hanek stated it appears that the businesses in Brunswick had done quite well with the Governor's lifting of the pandemic orders. Mr. Aungst stated that the industrial areas and some of the major retailers have thrived, and he added that some businesses have self-imposed shortages, such as in the car markets. Mr. Aungst also stated, that the response from the Federal Government contributed to success for many businesses, and the Paycheck Protection Program (PPP) loans enabled many business to remain open. Mr. Aungst added that businesses have learned how to work more effectively and have shown their resiliency in Brunswick, but small businesses in retail and commercial have not rebounded yet.

Mr. Delsanter stated that he had spoken to the owner of Vine N Hop, who stated that it was difficult to remain in Brunswick because of a landlord situation along with the cost of retail space. Mr. Delsanter asked if space in Brunswick is more expensive than in surrounding areas. Mr. Aungst replied that it depends on which specific retail, adding that location is also a factor. He further stated that State Route 303 is a highly traveled road, with 45,000 vehicles per day, therefore, landlords know that property along this road is more valuable. Mr. Aungst stated there are reasonable rates in Brunswick, but it depends on the location. Mr. Delsanter stated that he understood.

ADJOURNMENT:

Being no further business, Mrs. Hanek moved to adjourn at 6:17 p.m. Vote – 2 Ayes, 0 Nays.

Respectfully submitted,



Nicholas Hanek
Chairman

SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

May 10, 2021

IN ATTENDANCE: Chairman Michael Abella, Committee Member Anthony Capretta, Committee Member Brian Ousley, Joseph Delsanter, Patricia Hanek, Nicholas Hanek, Valerie Zak, Law Director Ken Fisher, Acting City Manager/Safety Director Paul Barnett, Community & Economic Development Director Grant Aungst, Medina County Health Department Educator Clara Varndell, Medina County Health Department Educator Rebecca Parkhurst, Parks & Recreation Director John Piepsny, Council Clerk Fijabi Julien-Gallam, News Media.

The meeting convened at 6:13 p.m.

DISCUSSION ITEMS:

RES NO. 52-2021 – An emergency resolution amending Resolution NO. 38-19 to reflect that Zimmerman Paint Contractors, Co. has been purchased by and is now known as Griffin Pavement Striping, LLC. – **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

Mr. Barnett stated this the same company just a different name with no change in bid prices. Mr. Ousley asked if the high visibility paint has been used for lines because the lines do not make it through a season. Mr. Barnett said a lot of crosswalks done on State Route 303 that are being retouched after 4 years. When State Route 303 was completed thermal plastic was not used because this was not part of the contract. Normal paint was used.

Mr. Capretta moved this resolution to tonight's Council as an emergency, with suspension of the rules. Vote – 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Abella asked how long does the crack sealant last. Mr. Barnett said 3-5 years. Mr. Abella stated that he has gotten some calls from residents on Waite Farms Lane regarding the condition of the road. He further stated that newer streets need to be given more attention due to the traffic from heavy trucks during building periods.

Mr. Barnett shared an update regarding ratifying the waste plan. A contract has been entered with G T Environmental, the company that does the plan modifications for the county. A study on eliminating flow control has been in place. The results would be available in September or October of this year. Mr. Abella asked if the purpose of this study was to identify cost savings. Mr. Barnett said yes this analysis would be for the City of Brunswick although they would also be looking at Medina,

Wadsworth and the surrounding townships. Mr. Delsanter said that Republic Services drivers have been asked to go above and beyond. There was a home that was vacated on Westchester and there was enough waste to fill a dumpster. The Republic Services driver hauled away everything. Mr. Delsanter asked Mr. Barnett to let the Republic Services drivers know that they have done a spectacular job. Mr. Barnett said that this spring has been the heaviest for residential trash collection, and they are working 10-12 hours a day, 5 days a week, maxing out their CDL time, and it has been a challenging time.

ADJOURNMENT:

Being no further business, Mr. Ousley moved to adjourn at 6:19 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michael Abella Jr.", is written over a light gray rectangular background.

Michael Abella Jr.
Chairman

PLANNING AND ZONING COMMITTEE

April 15, 2021

IN ATTENDANCE: Chairman Joseph Delsanter, Committee Member Nicholas Hanek, Committee Member Brian Ousley, Community & Economic Development Director Grant Aungst, Pam Plavecski, Council Clerk Fijabi Julien-Gallam, News Media.

The meeting convened at 5:30 p.m.

DISUSSION ITEMS:

Mr. Delsanter said today's meeting would be an update on the progress of the Planning & Zoning Code. He introduced Mr. Aungst.

Mr. Aungst stated that it has been a little over a year since the update to the comprehensive plan has been accepted. Regular meetings have been held regarding the comprehensive plan to move forward while being proactive. He reported the following businesses would be making changes or being added:

- Rainforest Car Wash, Armbruster Moving & Storage and Low Brow Customs would be before the committee again for their additions.
- All Construction Services is adding another building
- Flex Space addition
- Human Bean Coffee
- Burger King
- Brunswick Middle School Stadium
- Klassic Customs Decks
- Mitsubishi Car Dealership
- Ohio Peterbilt
- Meijer
- Marc's
- Bank of America
- Jiffy Lube is now opened
- The Dog House
- St. Collette Church
- ID Images moving into their new corporate offices

Mr. Aungst said the plans that are being put into action are for quality and economic improvement. A large part of the plan is the Plum Creek Trail which is also going to add to the quality of life for residents. He added that all of these updates and additions would be appealing to site selectors. He further stated that good progress is being made and there has been a lot of interest in the overlay

districts. The focus is on giving the residents a high quality of life and balancing that with business needs.

Mr. Delsanter asked Mr. Aungst if there was anything that needed immediate attention from the committee. Mr. Aungst replied there is nothing at this time. He further stated that removing the I-D District from the plan was something big that has never been encountered before. Ms. Plavescki reiterated that things are moving along nicely, working along with covering all of the little things and working with code for the improvement of the city.

Mr. Delsanter mentioned that Hinckley Township had presented a project to build a senior living community on W. 130th Street but the trustees have blocked the project. He added that the reason for concern is that moratoriums are being put in place and there is concern that if this massive project goes forward, it could affect the safety forces here and he inquired if there is a way to provide input. Mr. Aungst stated that he had attended a Medina County Planning Commission meeting, and had expressed that if there was a major multijurisdictional need, the safety forces here would help them. He also said that the project was not voted against because they are not doing anything wrong. The other concern regarding the facility was that it would be across the street from industrial areas that could cause consternation to the residents. Mr. Delsanter said that he did not have confirmation that the project is not moving forward. According to the Facebook Community Page, the trustees had voted against the project. Mr. Delsanter also stated that there are concerns because of the proximity of the project to the city, the mutual aid along with the fact that the economic growth potential is anchored on the corner of W. 130th Street and building a senior living community would be taking it away for a low revenue yield enterprise. Mr. Delsanter added that he had voiced his concerns to a couple of commissioners. Mr. Ousley stated that Hinckley is not using that huge parcel of land in the correct way and that it should be used for something other than apartments. Mr. Delsanter and Mr. Hanek agreed that it is their property and nothing has been developed as yet to present to the trustees to express concerns. Mr. Hanek said that he feels that Hinckley would work with Brunswick on future projects. Mr. Delsanter mentioned that shared revenues is one of the benefits of working together.

Mr. Delsanter noted that progress is moving forward on the legislative side to get the major changes taken care of and he appreciates the internal work that is being done, rather than spending a lot of money bringing consultants in. He further expressed appreciation for all of the work that Mr. Aungst and Ms. Plavescki are doing and believes the city would also appreciate it.

Mr. Delsanter asked if there is anything about the project that is difficult for the Planning Commission to handle. Mr. Aungst believed that the Planning Commission could handle it and understands that keeping the industrial park design primarily for industrial is key. The challenge is that there is a business that had two retail centers in the community, one recently filled and the other was vacated without advance notice, so the community has a large empty box, however there is work being done to get this filled. Mr. Aungst stated that the owner expressed they would not be in the industrial site for retail business. Mr. Aungst further stated that it doesn't make sense to put retail in the industrial site when on a daily basis there are 45,000 vehicles traveling on SR 303. When trying for exposure it

makes more sense to be in the Marc's Plaza or along the corridor. Mr. Aungst expressed that it is very difficult for the planning director to hear a corporate member say they are going to do what they want whether you like it or not, when plans are made to benefit everyone equitably. Mr. Delsanter expressed that this is difficult to hear.

GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

Being no further business, Mr. Hanek moved to adjourn at 5:56 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Joseph Delsanter".

Joseph Delsanter
Chairman

PLANNING AND ZONING COMMITTEE

SPECIAL MEETING

May 3, 2021

IN ATTENDANCE: Chairman Joseph Delsanter, Committee Member Nicholas Hanek, Committee Member Brian Ousley, Michael Abella Jr.

The meeting convened at 6:00 p.m.

DISCUSSION ITEMS:

(a) Section 836.12 of the Codified Ordinances

Mr. Delsanter began the meeting by stating that the item to be discussed was ORD. NO. 47-2020 (d) “Frozen desserts” which includes ice cream, frozen custard, water ices, sherbet, imitation ice cream, and any and all other similar frozen desserts. The effort today is to clearly define the code to benefit Brunswick residents and the industry it affects.

This meeting today was scheduled because an email was received from City Manager Carl DeForest expressing his concern that all vendors should be subject to the Bureau of Criminal Investigation and Federal Bureau of Investigation (BCI/FBI) background checks to ensure that due diligence is being enforced. The City Manager’s email also expressed that frozen dessert peddlers should be subjected to the 50 feet noise requirement for amplified sound and music, as Brunswick Codified Ordinance 634.16 passed in 2004 places this restriction on citizens and motorists in privately owned vehicles and he felt consistency would be beneficial.

Mr. Delsanter asked if there were any objections regarding these two items as currently written. Mr. Abella stated that he did not have any objections to the FBI check because it is unavoidable, he added that he did not understand the reference made to noise. Mr. Hanek explained that it is necessary to comply with the noise ordinance, and he believed that Mr. DeForest did not want to do anything that would defy the noise ordinance. Mr. Abella asked if there were any problems at this time with regard to the current ice cream truck vendor. Mr. Delsanter said that Mr. Deforest had indicated that the Police Department receives numerous complaint calls during the summer regarding noise from the ice cream truck. Mr. Delsanter further stated that he had never received any notices regarding nuisance problems, nor has the current ice cream truck vendor. Mr. Delsanter expressed that although there is a 50 feet requirement, this would be hard to enforce since sound travels, and he hoped that the community would make better use of law enforcement than asking for follow up on noise complaints in reference to an ice cream truck.

Mr. Delsanter addressed the definition of a frozen dessert versus a frozen treat business, and he stated that the verbiage had been discussed in the legal department. Mr. Hanek expressed that legally the

verbiage means absolutely nothing and it is better to leave the verbiage as is. Mr. Hanek felt that this issue involves one vendor and possibly how code is written in Strongsville. Mr. Delsanter stated that he is doing his best to ensure the code is written to apply universally to all and not for just one vendor. Mr. Hanek added that this is not modeled after Strongsville and he had added to the ordinance that no sex offenders should be ice cream vendors in the City of Brunswick although other cities may allow it. Mr. Delsanter agreed with Mr. Hanek and stressed they are addressing Brunswick's code.

Mr. Delsanter made reference to the hours shown in the ordinance for frozen treats vendors and stated that the hours do not account for longer summer days. Mr. Delsanter reported that the ordinance states "No solicitation shall be conducted before 9:00 am or after 7:00 pm or before 11:00 am or after 7:00 pm on Saturdays and Sundays, or any time on a state or national holiday." Mr. Hanek stated that Mr. Delsanter had quoted from 836.08 regarding solicitors which is different from frozen treats vendors, which is under 836.12 and the time online states they can operate during the hours of noon until 8:30 pm. There was no objection to this section of the ordinance.

Mr. Delsanter stated that Section (e) of the ordinance addressed the noise code.

Mr. Delsanter added that Section (f) subsection (1) is acceptable but subsection (2) did not define schools hours of operations. This section of the ordinance states "No peddler of frozen desserts shall sell, attempt to sell or offer for sale any wares within 1,000 feet of any school premises, day cares, play grounds and places of worship unless these entities or facilities request the service." Mr. Delsanter stated that children would not be allowed to leave the daycare to make a purchase from the frozen treats vendor and he questioned whether daycares should be listed in the legislation.

Mr. Delsanter asked what kind of changes could be made to facilitate vendors with reference to a street that has a school on it but is not a main road. Mr. Abella stated that he felt the intent of the ordinance is safety and he agrees with Mr. Delsanter that there are concerns that the ordinance is too restrictive when enforced during non-school hours or non-church hours and he would agree with amending this section of the ordinance.

Mr. Delsanter stated that although there are no signs indicating when school zone hours are in effect, everyone should know what these hours are. He asked if the hours of restriction for ice cream truck vendors should apply to during school hours. Mr. Ousley stated that the last few words of the ordinance are beneficial because it states "unless these entities or facilities request the service". Mr. Ousley added that there are ball games etc. that would allow the vendor to sell during those times.

Mr. Abella stated that the ordinance could be amended to state no vendor should come within 1,000 feet of the premises between the hours of 2:00-4:00 p.m. Mr. Hanek stated the amended statement could say within 1,000 feet of any school premises, day care center, church or place of worship during hours of regular operation, and a third section could be added for playgrounds or parks.

Mr. Abella added that ice cream trucks are not wanted on any city property. Mr. Delsanter stated this is true unless the ice cream trucks are requested to be on city property. Mr. Ousley reiterated unless these entities or facilities request the service, such as during a ball game.

Mr. Hanek suggested revising (f) (2) to state hours of operation and incorporate playgrounds and parks in a separate section. Mr. Delsanter added that it would be beneficial to specify the wording today. Mr. Hanek stated that leaving some room for the Law Department to define the wording would be advisable, and although he could draft the wording, it is not his role. Mr. Delsanter agreed.

Mr. Hanek said a motion could be made to take this to the Law Department with adding wording in reference to during hours of operations. He added that although the current ice cream truck vendor is conscientious, it is important to ensure that any future ice cream truck vendors would follow a code that would protect the safety of the children by operating during appropriate hours and at appropriate distances. Mr. Delsanter confirmed that he understood Mr. Hanek's statement regarding the words "hours of operations regarding schools, day cares and churches" should be included in (f) (2) and parks and playgrounds would be in a different section. Mr. Abella stated that the wording "normal hours of operations" could be a problem if there are after school events and therefore, could be difficult to enforce. Mr. Hanek felt that removing the wording would not be advisable, and stated that sentiment could change the legislation in the future.

Mr. Delsanter stated, in an effort to lift residents' morale during the summer of 2020, a decision was made to have the ice cream truck vendor back out on the road, despite the pandemic. However, there was an issue on Laurel Road with traffic and now it has been noted that there are liabilities to what has been written into the legislation.

Mr. Abella asked where the wording of this code originated.

Mr. Hanek replied that the wording came from various cities. He further stated that misinterpretations on the internet and comments from groups on Facebook were part of the reason the ice cream truck vendor became concerned about the wording of the code.

Mr. Abella advised writing the specific requirements into code to protect safety and traffic, perhaps stating a time such as 2:00 to 4:00 p.m. which is enforceable as opposed to writing something that is not enforceable. He further stated that some churches have evening services, so this is another factor to consider. Mr. Hanek asked if the wording should be removed entirely. Mr. Delsanter stated "hours of operation" implies the months when school is in operation and the hours that school operates classroom times and it is not possible to restrict off hours such as when extracurricular activities are taking place.

Mr. Delsanter further stated that he had spoken to the ice cream truck vendor about applying the restrictions to streets that have a speed limit of 25 mph. Mr. Hanek felt that this would add in something that is not necessary and feels that it is important to keep the wording regarding hours in the legislation.

Mr. Ousley stated that it should be the vendor's responsibility to know the hours of operation. Mr. Abella reiterated that this would be difficult to enforce. Mr. Hanek felt that this should be taken to the Law Department with the caveat of enforceable times or hours of operation.

Mr. Delsanter moved the discussion to section (g) (4, 5, and 6) which he felt makes vendors responsible for children under the age of 12, in addition to driving and caring for their customers. Mr. Hanek asked if feedback had been received on this matter. Mr. Delsanter said that feedback would be necessary after the Law Department gets involved, and he felt that the vendor is being given parental responsibility and he does not agree that this is the vendor's responsibility. Mr. Abella said that the intention of this section is to show the city that the importance of safety has been taken into consideration. Mr. Delsanter felt that the ordinance is telling a vendor that they cannot sell to anyone who does not identify their age and twelve year olds would not be willing to do that. Mr. Hanek and Mr. Abella disagreed.

Mr. Hanek stated that when Facebook groups received an answer that they did not agree with, they would make up their own argument and he felt that it is possible that some are looking at Medina as an example and this is part of the problem.

Mr. Hanek further stated that there should be some wording in the legislation to address the issue if children are repeatedly running out into traffic after buying a treat from the ice cream vendor. Mr. Delsanter said he felt that the vendor must make sure that the children are safe before pulling away and the vendor is responsible whether it is written in the code or not. Mr. Delsanter added that if it is written in the code, this would make the city responsible. Mr. Abella disagreed. Mr. Ousley felt that the vendor should not be responsible but it should be the parent's responsibility.

Regarding the age of 12 limitation, Mr. Hanek stated that it would be a mistake to remove this from legislation. Mr. Abella said that 12 is the age stated because 12 is the age when a child could get a babysitting certificate or stay home alone. Mr. Delsanter asked if this should be removed from the legislation or should the Law Department be consulted. Mr. Hanek stated that North Olmsted operates under an ordinance like this. Mr. Delsanter stated that it is important to have wording that is designed to prevent a tragedy and the ordinance already specifies; a valid driver's license, FBI background checks, vehicle safety inspections, health department code as requirements for the vendor, and he asked if the community requires more.

Mr. Delsanter asked if items 4, 5 and 6 were items that could be removed. Mr. Abella stated that it is Mr. Hanek's suggestion to have one general safety provision. Mr. Hanek said turn items 4-7 into "safety of children and to provide a safe environment". This can be reviewed by both the Law Department and the Police Department. Mr. Hanek said this may not have been a problem since the City Manager had not mentioned it but this should be added in, because a vendor applies for a license once a year and this portion specifically refers to a vendor who is seasonal.

Mr. Delsanter said that currently there is no form for inspection requirements so clarification is needed. Mr. Hanek asked if the form needs to be legislated by council. Mr. Delsanter said this is an

administrative question and should be discussed with the City Manager. Mr. Ousley stated that the vendor is not undergoing a heavy inspection of her vehicle but a form should be drafted. Mr. Delsanter reiterated that this should be referred to the City Manager. Mr. Hanek stated that something simple that shows the vehicle is safe is all that is needed.

Mr. Delsanter shared wording that Mr. Abella found from Dover City, Ohio “Peddlers shall be required to take reasonable means to protect and safeguard children who congregate about any vehicle used from being struck or injured by other vehicles using the public street and other public places of the city.” Mr. Delsanter stated that the wording “reasonable means” does not place direct liability on the vendor if they show that they have been responsible. Mr. Hanek said the vendor does have liability and that is why they are required to carry insurance and they would not be absolved from any requirements for safety. Mr. Hanek further stated that he is not worried about the current vendor but the next one who may come in may not be as responsible and this is about general safety. Mr. Delsanter reiterated that the restrictions in the ordinance would eliminate vendors who would not meet the city’s requirements.

Mr. Delsanter stated that he feels that everyone in today’s meeting are in agreement that there are a couple of minor changes and some rewrites and editorial changes to be made to the ordinance. Mr. Delsanter asked Mr. Abella for a copy of the Dover City, Ohio wording and Mr. Hanek was able to provide the wording and create a message to forward to the City Manager with the wording attached.

Mr. Ousley asked if the current ice cream truck vendor, Celeste Campota, and her other driver are required to get a BCI checks. Mr. Delsanter said that he does not believe the vendor has completely taken the necessary steps at this time. Mr. Ousley said other vendors may want to come into town if they are reputable hence it is necessary to have BCI checks.

Mr. Delsanter noted that Lyndhurst has not had an ice cream vendor in 30 years and Strongsville is looking at their ice cream ordinance to make it more favorable to having vendors come into the city.

Mr. Hanek shared the email he drafted for the City Manager: “At the close of the Planning and Zoning Committee meeting we move to make revisions to ORD. NO.. 836.12 and refer to the Law Department with the following suggested changes subject to revision by the Law Department: 1) Under 836.12 (f) (2) revise this language with the suggested phrase “regular hours of operation” or a specific example from North Olmsted is “safety of children and to provide a safe environment”.2) 836.12 (g) (4-7) it is recommended to remove and replace the general statement regarding safety of children it could cause enforcement upon repeating conditions that create a danger to children in the community for example failure to maintain adequate provisions for the safety of children including failure to provide for safe street crossings and maintain a safe environment or peddlers required to take reasonable steps “ If there are any questions refer to the agenda of the committee of whole.”

Mr. Delsanter asked for a motion to send the revisions to the Law Department. Mr. Hanek made the motion to refer to the Law Department and then to the Committee of the Whole.

Mr. Ousley asked if this was going to be expedited. Mr. Delsanter said this should be completed as quickly as possible. Mr. Abella said the season is approaching for these trucks, so this should be submitted as an emergency with suspension of the rules.

Mr. Delsanter moved this motion for the revisions to be submitted to the Law Department. Vote – 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

Being no further business, Mr. Ousley moved to adjourn at 7:24 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Joseph Delsanter".

Joseph Delsanter
Chairman

BUILDING AND BUILDING CODE COMMITTEE

May 10, 2021

IN ATTENDANCE: Chairman Brian Ousley, Committee Member Anthony Capretta, Committee Member Michael Abella Jr., Joseph Delsanter, Patricia Hanek, Nicholas Hanek, Valerie Zak, Law Director Ken Fisher, Acting City Manager/Safety Director Paul Barnett, Community & Economic Development Director Grant Aungst, Medina County Health Department Educator Clara Varndell, Medina County Health Department Educator Rebecca Parkhurst, Council Clerk Fijabi Julien-Gallam, News Media.

The meeting convened at 6:02 p.m.

DISCUSSION ITEM:

Update on Building & Building Code

Mr. Aungst began his discussion by stating he would be providing a general update and projects for the month of April:

- There were 289 applications were processed
- 134 inspections had been completed
- 71 contractors were registered
- 452 registered contractors
- 15 foreclosure filings year to date
- 259 permits were issued
- 41 plans were reviewed
- 122 property violations
- 10 grass and weeds violations
- 704 registered rental units

Mr. Aungst provided the following additional updates:

When a ticket is issued for a grass and weeds violation a picture is taken at the site showing the height of the grass or weeds.

The Meijer's building is on schedule for the footings, foundation walls and column pads for both the main building and the convenient store to begin in early June.

A new permit application and plan has been received for the model home in the Parkview Homes development located on the Vicky Drive extension. The home will be 3,316 square feet.

The outside plans for Marc's have been submitted and will commence very soon.
The Brunswick Middle School Stadium project is progressing.

Klassic Custom Decks will begin on their additional building soon.

The Rainforest Car Wash updated self-serve new free vacuums project is on schedule.

The Human Bean Coffee Shop located at Old Eagle and 303 is set to break ground mid-summer.

Armbruster Storage is adding additional space.

Lowbrow Customs is expanding.

Norm King Construction is doing a façade renovation.

Burger King will be rebuilding on their site this summer. This will be a three month project.

Baps Temple is planning to make some improvements on their facility.

Hickory Ridge Plaza continues to be a focus. The owner has completed some code updates as required by notices that had been submitted such as, siding repair, soffit repair and the vermin infestation has been cleared up. However, there is a missing part on the front, potholes remain, signs on vacant buildings have not been removed and leaking roofs have not been addressed. The Building Department continues to follow the process according to code so the next steps may include court citations to be issued for complaints in noncompliance.

The Ridgeline Chase Development is prepping for grading. This project will take several years.

Gyro George has been doing a nice job working with the property and maintenance team. They have lowered their sign to be fully in compliance.

The Dog House Restaurant, which will be located in front of Havana Cigars, would be added to the footprint, featuring hot dogs.

Herb Porter, a thirty year veteran, who retired from the building department a couple of years ago has passed away. Mr. Aungst expressed condolences to his family.

Mr. Ousley expressed that Mr. Porter was a very good electrical inspector.

Mr. Ousley stated that Baps Temple outdoor lighting is very bright. Mr. Aungst assured Mr. Ousley that he would look into this.

Mr. Ousley further stated that it is important to work with residents on the grass and weeds issue due to the weather. Mr. Aungst stated that they are working with them. The ten citations that have been issued were due to an ongoing problem.

Mr. Capretta asked if the owner of Hickory Ridge Plaza had been cited for the pot holes. Mr. Aungst said yes he has been cited.

Mr. Capretta also offered condolences to Mr. Porter's family and expressed his appreciation for the expertise of Mr. Porter.

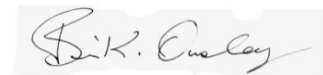
Mr. Ousley asked if inspections of elevated decks could be planned, because news reports have shown numerous decks collapsing in other areas. Mr. Aungst said that manpower is stretched pretty thin and it would be difficult to do. Mr. Ousley stated that being understaffed is not a good enough reason since someone could lose their life if a deck were to collapse.

Mr. Ousley thanked Mr. Aungst for his report.

ADJOURNMENT:

Being no further business, Mr. Capretta moved to adjourn at 6:12 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,



Brian Ousley
Chairman



COMMITTEE OF THE WHOLE MEETING

April 26, 2021

IN ATTENDANCE: Vice Mayor Michael Abella Jr., Nicholas Hanek, Anthony Capretta, Brian Ousley, Valerie Zak, Patricia Hanek, Joseph Delsanter, City Manager/Safety Director Carl DeForest, Law Director Ken Fisher, Community & Economic Development Director Grant Aungst, Service Director Paul Barnett, Council Clerk Fijabi Julien-Gallam, News Media.

The meeting convened at 6:12 p.m.

REVIEW LEGISLATION:

ORD. NO. 43-2021 – An ordinance authorizing the City Manager to forward a petition for detachment to the Medina County Commissioner's office for the purpose of adjusting the city boundary lines to include an annexation into the City of Brunswick. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

Law Director Ken Fisher reminded everyone that at April 12, 2021, Council Meeting, Council accepted the petition for annexation for the property located at 299 North Carpenter Road (1.78 acres-single family house). The proposed legislation is to correct the County's record and illustrate that the petition was approved by the commissioner and accepted by the city. The boundary would change from Brunswick Hills Township to Brunswick.

Mr. Hanek moved this ordinance to tonight's Council Agenda of April 26, 2021, for three readings. Votes – 7 Ayes, 0 Nays.

GENERAL DISCUSSION:

Frozen Dessert Legislation

Mr. Abella noted that the Clerk of Council sent a copy of Ordinance Number 47-2020, regarding Frozen Desserts to the City Council. He suggested that the City Council move the Frozen Dessert legislation to the Planning & Zoning Committee to discuss any amendments. Mr. Abella asked for Mr. Delsanter thoughts since he is the Chair of the Planning & Zoning Committee.

Mr. Delsanter remarked that he is not sure the legislation is under the Planning & Zoning code. He noted that he doesn't have a problem with having the discussion. Mr. Delsanter believed the legislation originally came from the safety code.

Mr. Hanek believed the legislation came from Committee-of-the-whole. He agreed with Mr. Delsanter that the legislation fits more under Safety and Environment; however, the decision is up to Mr. Abella to where to assign the discussion.

Mr. Abella remarked that the legislation could be discussed under multiple committees - one of the reasons it was originally brought from the Committee-of-the-Whole. He added that they could put anything up for discussion in Committee-of-the-Whole.

Mr. Hanek explained that he had mentioned some suggestions to the City Manager that could be a basis for some discussion.

Mr. Fisher advised that the City Council could discuss this issue as an agenda item at the next council meeting as a work session.

Mr. Abella explained that he could put it as a discussion at the council meeting and it would give the City Council two weeks to look over the legislation to make any suggestions.

Mr. Delsanter expressed that this discussion does not need to be delayed any longer because of the season that frozen dessert trucks work in. He hoped that City Council could come to resolve the problem within the legislation. Mr. Delsanter explained that he did have suggestions for the legislation, but didn't get a chance to send it out to everyone for review. He noted that he saw some contradictions with the 12-year old restrictions.

Mr. Fisher explained that the Clerk of Council would circulate the actual ordinance that was adopted by the City Council in the year 2020.

Mr. Delsanter explained that he received a copy of the legislation with the redline version.

Mr. Abella wanted to know why the redline version was sent out.

Clerk of Council Fijabi Julien-Gallam explained the legislation was adopted as amended. The redline version shows the changes.

Mr. Delsanter explained that there needs to be some type of clarification.

Mr. Fischer explained that he would look at the legislation to see if there are any discrepancies.

Mr. Abella expressed that the redline version was a little confusing.

Mr. Delsanter added that he had an issue with the hours of operation, and the restrictions regarding operating around facilities where kids are located. He expressed that the City Council did not intend to stop a business that is a long-standing business in the community; however, safety was the City's concern when drafting the legislation. Mr. Delsanter added that the legislation templates that were used from other communities do not fit our community.

Mr. Fisher remarked that his recollection is they looked at legislation from several communities; however, he would get back to the City Council with a definite answer once her reviews the legislation.

Mr. Abella remarked that he would tentatively schedule a meeting for the discussion at the next Committee-of-the-Whole meeting unless a meeting is called early.

E-Cigarette/Point-of-Sale Legislation

Mr. Abella noted that he received a late legislation request from the Medina County Health Department regarding E-cigarettes and minors. Mr. Abella asked the Clerk to send everyone a copy of the proposed legislation for review.

Mr. Hanek wanted to know if a motion is needed to refer the proposed changes regarding the frozen dessert truck legislation and the E-cigarette legislation to the Law Department.

Mr. Fisher explained that a motion is needed if changes are requested.

Mr. Hanek noted that there are revisions in the point-of-sale legislation, and he is prepared to give his recommended changes to the frozen dessert legislation in a form of a motion.

Mr. Hanek would like to make a motion to refer the following to the Law Department.:

- To amend the prohibition of the operating hours of the ice cream truck regarding the foot restriction to when they are in operation.
- The park restriction should switch to not on park grounds.
- Consider or change the noise ordinance requirement to comply with the current noise ordinance.
- Request the Law Department to revisit the under 12 year's old sale provision to adjust the provision in a way that the City is still thinking about the safety of the children.

Mr. Hanek noted that his recommendations are in an e-mail and were sent to the Law Department.

Mr. Delsanter explained that there are more items in the legislation that needs to be addressed besides the ones that were mentioned by Mr. Hanek. Mr. Delsanter noted the following issues that need to be addressed:

- The 90 days cycle.
- The increased fees.
- Contradicting operating hours.
- Setback restrictions on schools/daycares/playground.

Mr. Hanek called point of order due to a motion on the table. Mr. Hanek noted that if there is a request to amend the 90 days requirement to once a year, he would accept that amendment.

Mr. Abella wanted clarification on the motion that was originally made by Mr. Hanek. Mr. Hanek reiterated his motion and added changing the 90-day cycle requirements to once a year.

Mr. Abella requested guidance from Law Director Ken Fisher before moving forward with the motion.

Mr. Fisher explained that he needs specific direction. He could look at the legislation, but it is up to the City Council. Mr. Fisher noted that Ordinance Number 47-2020 was adopted, and the City Council has the right to revisit it. Mr. Fisher believed that the City Council should move the discussion to the

next meeting. He noted that he would be available at that meeting to give any input. Mr. Fisher explained that it would be difficult for him to make any changes without the consensus for the City Council. He reiterated it would be best to discuss at the next meeting or a work session in between.

Mr. Hanek expressed that he understands Mr. Fisher's point. Mr. Hanek recommended that the discussion is assigned to a committee.

Mr. Delsanter remarked that he would take responsibility for having it in the Planning & Zoning Committee.

Mr. Abella thanked Mr. Delsanter for taking the discussion in the Planning & Zoning Committee.

Mr. Delsanter noted the meeting would be a special Planning & Zoning Committee.

Mr. Hanek agreed with Mr. Abella and Mr. Delsanter's decision.

Mr. Hanek moved to refer the Law Department to put the E-Cigarette proposed legislation into the City's format.

Mr. Fisher noted that the motion is not needed. The Clerk would submit the legislation request through CivicClerk to be drafted in the correct legislation format.

No further discussion ensued.

EXECUTIVE SESSION:

Mr. Hanek moved to go into Executive Session to discuss pending litigation and the appointment, employment, dismissal, discipline, demotion, or compensation of a public employee and official, seconded by Mrs. Zak. Roll Call – Ayes – 7, Mr. Hanek, Mr. Zak, Mr. Abella, Mr. Capretta, Mr. Delsanter, Mrs. Hanek, Mr. Ousley. Nays – 0. Motion Carried.

Mr. Delsanter moved to adjourn from Executive Session, seconded by Mr. Hanek. Roll Call – Ayes – 7, Mrs. Hanek, Mr. Delsanter, Mr. Ousley, Mr. Hanek, Mr. Abella, Mr. Capretta, Mrs. Zak. Nays – 0. Motion Carried.

ADJOURNMENT:

Being no further business, Mr. Hanek moved to adjourn the Committee of the Whole Meeting at 6:59 p.m. Vote – 7 Ayes, 0 Nays.

Respectfully submitted,

Fijabi Julien-Gallam, CMC
Clerk of Council



COMMITTEE OF THE WHOLE MEETING

May 10, 2021

IN ATTENDANCE: Chairman Michael Abella Jr., Committee Member Anthony Capretta, Committee Member Brian Ousley, Committee Member Joseph Delsanter, Committee Member Patricia Hanek, Committee Member Nicholas Hanek, Committee Member Valerie Zak, Law Director Ken Fisher, Community & Economic Development Director Grant Aungst, Service Director Paul Barnett, City Manager/Safety Director Carl DeForest, Medina County Health Department Educator Rebecca Parkhurst, Medina County Health Department Educator Clara Varndell, Parks & Recreation Director John Piepsny, Finance Director Todd Fischer, Council Clerk Fijabi Julien-Gallam, News Media.

The meeting convened at 6:20 p.m.

DISCUSSION ITEMS:

MOTION ITEMS:

- (a) Motion to allow the City Manager to do a Request for Proposal (RFP) for lease space and sponsorship of the Brunswick Recreation Center.

Mr. Piepsny explained that the motion would allow the City Manager to advertise to lease space in the Brunswick Recreation Center, which would be for aquatic and physical therapy. The current agreement with Southwest Hospital is set to expire in August.

Mrs. Zak move to allow the City Manager to submit the Request for Proposal (RFP) for leasing space and sponsorship of the Brunswick Recreation Center. Votes – 6 Ayes, 0 Nays

- (b) Motion for RFP's for personal training services at the Brunswick Recreation Center

Mr. Piepsny stated this motion would allow advertising for personal training services at the Brunswick Recreation Center. Due to COVID, there are no trainers on staff currently.

Mrs. Zak moved to allow for RFP's for personal training services at the Brunswick Recreation Center. Votes – 6 Ayes, 0 Nays

REVIEW LEGISLATION:

ORD. NO. 47-2021 – An ordinance amending Section 220.01(a) of the Codified Ordinances of the City of Brunswick – **1st Reading** (To be brought from Committee-of-the-Whole, Administration/Fijabi Gallam)

Mrs. Gallam stated the purpose of the ordinance is to change the title “Secretary to the Mayor” to “Administrative Assistant” to match Clerk of Council’s job description. Mr. Abella agreed and stated this is a simple administrative change.

Mr. Delsanter moved **ORD NO. 47-2021** to tonight’s Council Agenda of May 10, 2021 for 3 readings. Votes – 6 Ayes, 0 Nays.

RES. NO. 48-2021 – An emergency resolution approving a petition for special assessments for Special Energy Improvement Projects and a project plan for the Medina County Energy Improvement District under Chapter 1710 of the Ohio Revised Code; to authorize and levy special assessments for the purpose of acquiring, constructing, and improving certain public improvements in the City of Brunswick in cooperation with the Medina County Energy Improvement District; and to approve an Energy Project Agreement in connection with such improvements and special assessments – **1st** Reading (To be brought from Committee-of-the-Whole, (*Administration/Grant Aungst*))

Mr. Aungst stated that the Energy Special Improvement District (ESID) is an economic development tool. To become an ESID, the City of Brunswick would have to complete an energy improvement project within one of the city properties for the tool to be operational, which has been done and has been accepted by the Medina County Energy Improvement District. The energy improvement project involved replacing four light bulbs. The Medina County Energy Improvement District has been working with the Economic Development Department and the Law Department for a year on this process and **RES. NO. 48-2021, 49-2021 and 50-2021** all tie together. An ESID allows a developer or a property owner of a commercial or industrial site to make improvements to their property, new or refurbished, with funding from an outside source, no funding from the city and the funding would be placed on the tax roll. The individual would pay the taxes under a special assessment, generally 5-20 years. Because the City of Brunswick is a government entity, the project which cost \$35 is self-funded with self-repay and no interest and no cost to the city outside of what would normally be spent for maintenance.

Mrs. Hanek stated that Section 2 of **RES. NO. 48-2021 and 49-2021** reads “pursuant to an Ohio Revised Code Section 1710.04 this council appoints _____ and the City Manager of Brunswick appoints” Mrs. Hanek asked what should be written in the blank space. Mr. Aungst explained because of how the (ORC) is written, the City Manager would appoint one designated person. In this case Mr. Aungst has been designated. City Council has the authority to appoint an additional person either of council or not and Mr. Aungst could be appointed in two seats, reporting to City Council and to the City Manager. If a project takes place in the City of Brunswick or Medina County, within an ESID District, the project would be submitted to be reviewed by the ESID Board and Council. The City Council would have final approval and would make sure the project is legitimate to focused on accomplishing energy efficiency.

Mr. Ousley asked regarding Section 2, how the legislation would be affected if Mr. Aungst were to leave and his name instead of his title had been written into legislation. Mr. Aungst explained that there are a couple of roles that could be appointed to this position by the City Manager and those would be the Community & Economic Development Director or Director of Planning Services. Whether Mr.

Aungst is here or not the appointment would be the City Manager or the other two roles. Mr. Abella stated that this should be posed to the Law Department, since in the context of the legislation a name is listed and he felt it would be better to have a title listed rather than a name. Mr. Fisher stated that it is not a major issue either way, because if Mr. Aungst were to be named and if his position became vacant then a successor would be named. Mr. Fisher stated he is comfortable with the way it is written. Mr. Hanek asked if the second appointment should be named today or in the future. Mr. Fisher stated that Council could decide who they wanted to be appointed today or at a later date. Mr. Hanek asked if there would be a conflict to appointing a council member to the position. Mr. Fisher replied that this would not be an issue. Mr. Hanek volunteered for the appointment. Mr. Abella stated that this decision does not have to be made tonight. Mr. Ousley stated 3 readings would allow for the appointment of the second person.

RES. NO. 49-2021 – An emergency resolution authorizing the City Manager to enter into an Energy Project Agreement with City of Medina Energy Special Improvement District, INC. DBA County of Medina Energy Improvement District, INC. – **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Grant Aungst*)

Mr. Aungst stated the City of Medina has been chosen for this agreement because they were the first to establish an ESID, by having a county property within the city that completed an energy project. The State of Ohio has changed the law stating it is not necessary to be a contiguous city but could be within the county. The City of Brunswick upgraded to LED Lighting and this was approved by Medina County ESID.

RES. NO. 50-2121 An emergency resolution declaring it necessary to make certain energy improvements at property in the city by replacing and installing LED lighting together with all necessary appurtenances thereto. – **1st Reading** To be brought from Committee-of-the-Whole, *Administration/Grant Aungst*)

Mr. Hanek moved **RES. NOS. 48-2021, 49-2021 and 50-2021** to tonight's Council Agenda of May 10, 2021 for 3 readings each and each as an emergency. Votes – 6 Ayes, 0 Nays.

ORD. NO. 51-2021 – An emergency ordinance amending section 836.12 of the City of Brunswick Codified Ordinances – **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

Mr. Fisher stated **ORD NO. 51-2021** amends the frozen dessert peddlers' ordinance 836.12 as adopted by council last year per the request of the Planning and Zoning Committee. Mr. Fisher further noted that this would limit sales within 1,000 feet of any school, playground, daycare center, church or place of worship and added the wording "during regular business hours of operation unless otherwise requested.". Mr. Fisher added there is a requirement that frozen dessert peddlers maintain adequate provisions for the safety of children, including for street crossing and to maintain a safe environment. Also, the issued permit would be valid for an entire calendar year. He added the changes could become effective tonight. Mr. Delsanter thanked Council for their work on this and the safety of the city was

the focus. Mr. Abella thanked Mr. Delsanter for having the courage to bring this to his committee, Mr. Hanek for his legal expertise and Mr. Ousley for his suggestions.

Mr. Delsanter made a motion to have **ORD. NO. 51-2021** moved to tonight's Council Agenda as an emergency with suspension of the rules. Votes – 6 Ayes, 0 Nays

RES. No. 53-2021 – A resolution declaring use of E-Cigarettes and Vaping products by our youth as a Public Health Crisis; declaring the month of May 2021 as Youth Tobacco Prevention Month in the City of Brunswick; and declaring May 28, 2021 as Youth Tobacco Prevention Day in the City of Brunswick. – **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/MichaelAbella*)

Mr. Abella stated this was brought to their attention by the Medina County Health Department Educators. Mr. Abella introduced Ms. Parkhurst and Ms. Varndell.

Ms. Varndell stated that this would be a good testament to protecting the City of Brunswick's youths from tobacco.

Mr. Hanek moved **RES. NO. 53-2021** to tonight's Council Agenda of May 10, 2021 for 2 readings. Votes – 6 Ayes, 0 Nays.

GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

Being no further business, Mr. Capretta moved to adjourn the Committee of the Whole Meeting at 6:44 p.m. Vote – 6 Ayes, 0 Nays.

Respectfully submitted,

Elana Green

Assistant Clerk of Council

PROPOSED LEGISLATION



DATE: 6/28/2021

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

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 54-2021** - An emergency ordinance determining to proceed with certain Medina County Energy Improvement District Projects by way of Special Assessments in accordance with Chapters 1710 and 727 of the Ohio Revised Code. - **3rd Reading** (Economic Development Committee, *Administration/Grant Aungst*)

BACKGROUND: The City of Brunswick is seeking to establish the City as part of the Energy Special Improvement District (ESID) within Medina County for the betterment of the City, its stakeholders, and the business community to improve real property.

**PURPOSE AND
EXPLANATION:**

**IMPLEMENTATION
SCHEDULE:**

**FINANCIAL
INFORMATION:**

**FINANCIAL
SUMMARY:**

**RECOMMENDED
ACTION:**

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

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

Upcoming project timing and needing to pair with agreements with the Medina County ESID.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 54-2021

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

AN EMERGENCY ORDINANCE DETERMINING TO PROCEED WITH
CERTAIN MEDINA COUNTY ENERGY IMPROVEMENT DISTRICT PROJECTS
BY WAY OF SPECIAL ASSESSMENTS IN ACCORDANCE WITH CHAPTERS
1710 AND 727 OF THE OHIO REVISED CODE.

- WHEREAS: The City of Medina created an Energy Special Improvement District (“District”) under Ohio Revised Code Chapter 1710 and a non-profit corporation, known as City of Medina Energy Special Improvement District, Inc., dba Medina County Energy Improvement District (“Corporation”), to govern the District. Property owners within the District are permitted to make certain “energy efficiency improvements” to their properties, which constitute a “special energy improvement project”, and pay for the cost of the special energy improvement project by way of special assessments in accordance with the process set out in Chapters 727 and 1710 of the Ohio Revised Code. Ohio Revised Code Section 1710.01(G) provides that special energy improvement projects (including energy efficiency improvements) constitute public improvements and are therefore subject to special assessments;
- WHEREAS: The City of Medina and the City of Brunswick have partnered to expand an Energy Special Improvement District under Ohio Revised Code Chapter 1710 and the Corporation, known as the City of Medina Energy Special Improvement District, Inc. dba County of Medina Energy Improvement District, to govern the district;
- WHEREAS: The City of Brunswick (the “Petitioner”) is the owner of 100% of the property described on **Exhibit A** attached hereto (the “Property”). The Petitioner has executed an Energy Project Agreement (the “Agreement”) with the Corporation. A copy of the Agreement is attached to the Petition as **Exhibit C**;
- WHEREAS: Pursuant to the Agreement, the Corporation and the Petitioner have caused an energy audit to the Property to be completed;
- WHEREAS: The energy audit has identified energy conservation measures, all of which qualify as energy efficiency improvements as defined in Ohio Revised Code Section 1710.01(K), which the Petitioner has determined to proceed with implementation, and to pay by way of special assessments;
- WHEREAS: The Petitioner has submitted to this Council a petition (“Petition”) seeking (i) the expansion of the District; (ii) the addition certain of its property to the District; and (iii) approval of the District's amended 2021 comprehensive plan for special energy improvement projects, (the “Plan”) including the City of Brunswick Special Energy Improvement Project (the “Project”) and requesting that this Project be undertaken by the District and that the costs thereof be specially assessed against the properties of the Petitioner specially benefited thereby;

WHEREAS: A complete list and description of the Project is on file with the Clerk of Council and is attached as **Exhibit B** to this Ordinance. **Exhibit B** provides the following information for the Project:

1. Identification of the parcel numbers and name of the property/building to be improved;
2. A description of the nature of the special energy improvement project for the particular parcel;
3. The estimated amount of the special assessment to be levied against each parcel of property and the number of years the special assessment will be collected (if not paid in cash within 30 days after the passage of the assessing ordinance as provided by law).

The Petitioner expressly waives the right to pay the assessments in cash within 30 days after passage of the assessing ordinance.

WHEREAS: The total dollar cost of the Project, is Thirty-Five Dollars and Ninety-Six Cents (\$35.96). Each annual payment represents the payment of a portion of the principal of and interest. The Auditor of Medina County, Ohio may impose a special assessment collection fee with respect to each annual assessment payment. If imposed, this special assessment collection fee will be added by the Auditor of Medina County, Ohio to each annual assessment payment;

WHEREAS: The annual special assessments for the Project are to be paid in one (1) annual payment over one (1) year. The plans and specifications for the Project are on file with the Clerk of Council. The Petitioner's petition also waives all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including but not limited to those specified in the Ohio Constitution, Chapter 727 of the Ohio Revised Code, the City of Brunswick Charter and Codified Ordinances. The Petitioner consents to the immediate imposition of the special assessments upon the various properties specially benefited by Special Energy Improvement Projects; and

WHEREAS: This special assessment process is a voluntary process with one hundred percent of the cost of the special energy improvement projects being assigned to the specially benefited properties. When the Project is complete and the final costs known, an assessing ordinance directing that the necessary special assessments be made against the benefited properties will be presented to the Council.

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

SECTION 1: That this Council hereby determines to proceed with the Project as described in the Petitioner's Petition and in the Resolution of Necessity, including the **Exhibit B** attached thereto, and in accordance with the plans, specifications, profiles and estimates of costs previously approved and now on file with the Clerk of Council.

SECTION 2: That the Corporation and Petitioner shall cause the Project to be constructed under such contracts as they determine to be appropriate under law and in accordance with the plans and specifications approved by this Council.

SECTION 3: That the total cost of the Project to be assessed in accordance with the Resolution of Necessity shall be assessed on the properties in the manner and pursuant to the payment schedule set forth in the Resolution of Necessity, and the estimated special assessments prepared and filed in the Office of the Clerk of Council are adopted.

SECTION 4: That the Clerk of Council is hereby directed to deliver a certified copy of this Ordinance to the County Auditor within fifteen (15) days after its passage (or by such other date as may be specified in the Ohio Revised Code or acceptable to the County Auditor of Medina County, Ohio for the certification of assessments in connection with the preparation of the general tax list for tax year 2021).

SECTION 5: That this Council finds and determines that all formal actions of this Council and any of its Committees concerning and relating to the passage of this Ordinance were taken, and that all deliberations of this Council or any of its Committees that resulted in such formal action were held in meetings open to the public, in compliance with all legal requirements including those of Section 121.22 of the Ohio Revised Code.

SECTION 15: That this Ordinance 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 in order to conserve energy and protect the environment of the City, as well as undertake the construction of the public improvements and enable and provide for the timely levying, certification and collection of the special assessments for the Project. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

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

EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel No. 003-18B-43-010

Property Address: 4095 Center Road, Brunswick, Ohio 44212

EXHIBIT B

Project Plan for City of Brunswick, Ohio

The real property owned by the City of Brunswick, Ohio located at 4095 Center Road, Brunswick, Ohio 44212, serves as City Hall for the City of Brunswick. The description of the property is set forth on the attached Exhibit A. The property will be subject to special assessments for energy improvements in accordance with Ohio Revised Code Chapter 1710.

The energy efficiency savings for the project are expected to be 20% or more annually and consist of the following energy efficiency elements:

1. LED Lighting Replacement

Total Project Cost: \$35.96

Total cost including financing and other charges: \$35.96

Total direct payments collected: \$0.00

Total assessment payments to be collected: \$35.96

Estimated annual special assessment for 1 year: \$35.96

Estimated annual special assessments for 1 year*: 1

Number of annual installments: 1

First annual installment due: January 31, 2022

**Note: Numbers do not reflect additional charges the County Auditor may apply to the annual assessment.*

Year Payments Are Due	Total Annual Assessment Parcel 003-18B-43-010	1st Half (Due 1/31)	2nd Half (Due 7/31)
2022	\$35.96	\$35.96	\$0.00
Total Assessment	\$35.96		

Pursuant to Ohio Revised Code Chapter 323, the Assessment Payment Dates identified in this Exhibit B to the Plan are subject to adjustment by the Medina County Auditor under certain conditions.

The County Auditor of Medina County, Ohio may impose a special assessment collection fee with respect to each Annual Assessment payment. If imposed, this special assessment collection fee will be added by the County Auditor of Medina County, Ohio to each Annual Assessment payment.

EXHIBIT C
ENERGY PROJECT AGREEMENT

[Attached]

ENERGY PROJECT AGREEMENT

by

CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT, INC.,

dba

MEDINA COUNTY ENERGY IMPROVEMENT DISTRICT

and

CITY OF BRUNSWICK, OHIO

Dated

as of

_____, 2021

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ENERGY PROJECT AGREEMENT

This Energy Project Agreement (the “Agreement”) is made and entered into as of _____, 2021 (the “Effective Date”) between the City of Medina Energy Special Improvement District, Inc., dba Medina County Energy Improvement District, a non-profit corporation and special improvement district under the laws of the State of Ohio (the “Corporation”), with offices at 144 Broadway Street, # 202, Medina, OH 44256, and the City of Brunswick, Ohio, a chartered Ohio municipal corporation with offices at 4095 Center Road, Brunswick, Ohio 44212 (the “Petitioner”):

WHEREAS, the Petitioner is engaging in a certain special energy improvement project (“Energy Project”); and

WHEREAS, the Petitioner petitioned the City of Brunswick, Ohio for the expansion of the Medina County Energy Improvement District to become a member (the “Petition”); and

WHEREAS, on September 9, 2019 the City Council of Medina passed Resolution No. 140-19, which approved the initial petition, the initial plan for the district, and authorized the formation of the Medina County Energy Improvement District; and

WHEREAS, the Energy Project has an overall estimated cost of Thirty-Five Dollars and Ninety-Six Cents (\$35.96) (excluding interest and other transactional and carrying costs, all of which shall be included in the Special Assessments described below) as shown in Exhibit B, which the Petitioner has agreed to fund; and

WHEREAS, the Petitioner requests that the Energy Project be funded through special assessments (“Special Assessments”) upon the real property upon which the Energy Project will be constructed and exist (the “Property”) as allowed under Ohio Revised Code Chapters 1710 and 727; and

WHEREAS, the Corporation and the Petitioner agrees to undertake the funding of the Energy Project through Special Assessments upon the condition that the Petitioner agrees to impose the Special Assessments upon the Property and provide full cooperation with and assistance to the Corporation and the City of Brunswick, Ohio (the “City”) and other entities and institutions involved in the process of approving and imposing the Special Assessments; and

WHEREAS, in order to induce the Corporation to provide the funds for the Energy Project, the Petitioner agrees to provide all such cooperation and assistance necessary for the imposition of the Special Assessments upon the Property.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Petitioner and the Corporation do hereby enter into this Energy Project Agreement (“Agreement”) as follows:

SECTION 1. Consent to Special Assessments. The Petitioner consents to the imposition of Special Assessments upon the Property, which is commonly referred to as 4095 Center Road, Brunswick, Ohio 44212, and which consists of the following permanent parcel numbers in the records of the Auditor of Medina County, Ohio (the “Auditor”): Parcel Number/PPN 003-18B-43-010 as detailed on Exhibit A attached hereto and incorporated herein by reference. In the event there are additional or other parcels of property that are not listed but which are benefitted by the Energy Project, the Petitioner consents to the imposition of the Special Assessments with respect to those parcels as well. The Petitioner acknowledges that the Special Assessments in the event of non-payment and default will constitute a lien upon the Property and may be enforced and collected in accordance with law, including the provisions of Chapter 727 of the Ohio Revised Code.

The cost of the Energy Project shall include, but not be limited to, the cost of: labor, materials, equipment, engineering, design, and audits (“Energy Project Amount”) and is estimated to be Thirty-Five Dollars and Ninety-Six Cents (\$35.96). The Special Assessments shall be in an amount sufficient to fund the Energy Project Amount and shall include an amount sufficient to fund the necessary and reasonable additional costs related to the financing of the Energy Project Amount including but not limited to: interests, fees, carrying costs, taxes, filing fees, recording charges and all other costs incident to the financing of the Energy Project Amount.

The Petitioner acknowledges that the Energy Project Amount is an estimated cost of the Energy Project and that the actual cost of the Energy Project may be more or less than the estimate and that such estimate does not limit the amount of the Special Assessments; provided, however, that the sum total of all Special Assessments, including the costs related to financing the Energy Project Amount, will not exceed the Total Assessment Amount to be Collected amount listed on Exhibit B attached to this Agreement and incorporated into this Agreement by this reference. The Petitioner agrees that one hundred percent (100%) of the Special Assessments shall be imposed upon the Property and that the Property is being specially benefitted to the full extent of the Special Assessments. The Special Assessments may continue for such period of time as allowed by law and shall continue for the full period of time required to pay the Corporation for all costs, including financing costs, for the Energy Project.

SECTION 2. Agreement to Cooperate. The Petitioner agrees to provide full and timely cooperation to the Corporation and the agencies, entities and institutions involved in the special assessment process, including but not limited to: the City and the Medina County, Ohio Treasurer (the “Treasurer”), so that the Special Assessments are imposed upon the Property and enforceable against the Property. The Petitioner agrees that pursuant to a Petition, it has submitted its Energy Project for admission as a special energy improvement project to be undertaken by the Corporation. The Petitioner therefore shall be a member of the Corporation. The Petitioner further agrees that it shall cause a representative to appear at any necessary hearings or legal proceedings involving the Special Assessments and cooperate in such hearings or legal proceedings so that the Special Assessments are approved and become binding upon the Property. The Petitioner agrees to provide on-going cooperation with the Corporation and all other agencies, entities and institutions involved in the special assessment process during the entire period of time any of the financing for the Energy Project remains outstanding.

The Corporation and the Petitioner agree to provide full and timely cooperation with each other for the financing of the Energy Project and the provision of the Energy Project pursuant to this Agreement, and the Petition.

SECTION 3. Execution of Documents; Appointment of Agent. Petitioner shall execute or cause to be executed by appropriate Petitioner officials, all applications, petitions for special assessments, waivers, acknowledgements, and other instruments, documents and papers (“Documents”) necessary or helpful to impose the Special Assessments upon the Property and to acknowledge the validity and binding nature of such Special Assessments. To facilitate that process, Petitioner hereby irrevocably appoints the Corporation’s Chairperson, or such other individual as the Corporation may name from time to time, as the Petitioner’s attorney-in-fact and agent with full and complete authority to execute all such Documents, including but not limited to the Petition, on behalf of Petitioner and to bind Petitioner and the Property to the Special Assessments, including making all waivers of hearings and notices concerning the Special Assessments.

Without limiting the generality of the foregoing grant of authority, Petitioner grants the Corporation full irrevocable power and authority in the place of Petitioner and in the name of Petitioner or in Corporation’s own name, for the purpose of carrying out the terms of this Agreement, to perform, at any time and from time to time, each agreement contained in this Agreement that is on Petitioner's part to be complied with, and to take any and all actions and to execute and deliver any and all Documents which may be necessary or desirable to give the Corporation the full benefit of this Agreement, in each case as the Corporation may from time to time deem advisable, Petitioner hereby agreeing that the Corporation shall owe no duty whatever to Petitioner to perform any such agreement, to take any such action, or to execute or deliver any such Document or, having done so any one or more times, to thereafter continue doing so. Without limiting the generality of the foregoing, Petitioner hereby irrevocably authorizes the Corporation, at any time and from time to time, to (a) fill in any blank space contained in this Agreement or another Document, (b) correct patent errors, to complete and correct the description of the Property, and to complete the date herein or therein, (c) file and sign, on Petitioner's behalf, at Petitioner's expense and without Petitioner's signature, such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents as the Corporation may from time to time deem advisable for the better evidencing, perfection, protection, or validation of, or realization of the benefits of this Agreement, and (d) to the extent the Corporation filed any such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents prior to the date of this Agreement, all such actions and Documents are hereby ratified by the Petitioner.

SECTION 4. Waiver of Certain Rights. Petitioner acknowledges that the process for the imposition of special assessments provides the owner of property subject to such special assessments with certain rights, including rights to: receive notices of proceedings; object to the imposition of the special assessments; claim damages; participate in hearings; take appeals from proceedings imposing special assessments; participate in and prosecute court proceedings, as well as other rights under law, including but not limited to those provided for or specified in the United States Constitution, the Ohio Constitution, Chapter 727 of the Ohio Revised Code, the Charter of the City and the Codified Ordinances of Brunswick, Ohio (collectively, “Assessment Rights”). Petitioner hereby irrevocably waives all Assessment Rights and consents to the imposition of the Special Assessments immediately or at such time as the Corporation determines to be appropriate, and Petitioner expressly requests the entities involved with the special assessment process to promptly proceed with the imposition of the Special Assessment upon the Property. The Petitioner further waives: any and all questions as to the constitutionality of the law under which the Energy Project will be constructed and the Special Assessments imposed upon the Property; the jurisdiction of the Council of the City acting thereunder; and the right to file a claim for damages as provided in Section 727.18 of the Ohio Revised Code and any similar provision of the Charter of the City of Medina or the Codified Ordinances of Medina, Ohio.

SECTION 5. Representations and Warranties. Petitioner represents and warrants that:

5.1 Petitioner is a duly organized and validly existing chartered municipal corporation under the laws of the State of Ohio;

5.2 Petitioner is the owner of the Property with the legal authority to subject the Property to the Special Assessments;

5.3 Petitioner and the individual executing this Agreement on behalf of the Petitioner are duly authorized to enter into this Agreement;

5.4 Entering into this Agreement will not result in the breach of any other agreement to which the Petitioner is a party;

5.5 Petitioner will complete the Energy Project, and has or will provide sufficient funds to complete the Energy Project in the event of additional costs or expenses above and beyond the estimated Energy Project Amount of Thirty-Five Dollars and Ninety-Six Cents (\$35.96). In the event that the Energy Project is completed below the estimated cost of Thirty-Five Dollars and Ninety-Six Cents (\$35.96) the remaining amount shall be used to reduce the final assessment amount payable; and

5.6 All of the factual statements concerning Petitioner contained in this Agreement are true and accurate to the best of Petitioner’s knowledge and belief and if there is a material change in the accuracy or truthfulness of any such factual statement, Petitioner will promptly disclose the same to the Corporation.

SECTION 6. Assignment; Third Party Beneficiaries. Petitioner may not assign this Agreement without the consent of the Corporation, which consent shall not be unreasonably withheld. Corporation may assign this Agreement, or any portion of its benefits or obligations, freely to another party, with or without the consent of the Petitioner.

SECTION 7. Default. If any of the following events shall occur, it shall be deemed a default (“Default”) under this Agreement and the Corporation shall be entitled to any rights or remedies under this Agreement and any rights or remedies provided under law:

7.1 The Petitioner fails to pay an installment of any Special Assessment when due.

7.2 The Petitioner fails to perform any other obligation under this Agreement and the failure continues for a period of ten (10) days after written notice from the Corporation.

7.3 The Petitioner is in breach of any of its representations or warranties under this Agreement.

7.4 The Petitioner abandons the Property.

7.5 The Petitioner commits waste upon the Property.

7.6 The Petitioner becomes bankrupt or insolvent or files or has filed against it a petition in bankruptcy or for reorganization or arrangement or other relief under the bankruptcy laws or any similar state law or makes an assignment for the benefit of creditors.

In the event of a Default, then, in addition to any other remedy the Corporation may have, the Corporation may recover from Petitioner all damages they respectively incur by reason of the Default, including reasonable attorneys’ fees and expenses.

SECTION 8. General.

8.1 If any provision of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or law, such provision shall to that extent be deemed to be omitted, and the remaining provisions of this Agreement shall not be affected in any way.

8.2 The Petitioner acknowledges that it has read and understands this Agreement and is bound by its terms. This Agreement contains the entire understanding and agreement of the parties with respect to the matters contained in this Agreement, and supersedes all prior proposals and understandings between the parties.

8.3 This Agreement shall not be modified or altered except as by a written instrument duly executed by all of the parties.

8.4 The Petitioner acknowledges that it has had an opportunity to review this Agreement and to be advised by an attorney of its choosing as to the Agreement’s terms, conditions and provisions. The Petitioner is entering into this Agreement knowingly and voluntarily.

8.5 The Corporation and the Petitioner are, in relation to one another, independent contractors and not agents of one another. The parties have no fiduciary obligations to one another and are not, by entering into this Agreement, assuming any such fiduciary obligations.

8.6 The Petitioner acknowledges that the Corporation has been created under provisions of the Ohio Revised Code and that and that their authority, as well as the authority of their employees, agents and representatives, is limited under law.

8.7 The Corporation may cause this Agreement to be recorded in the office of the Recorder. The obligations created by this Agreement shall run with and be binding upon the land regardless of the owner of Property until duly released by the Corporation.

8.8 The Petitioner shall provide written notice to Corporation of any sale or transfer of the Property.

8.9 The Petitioner shall disclose the existence of this Agreement to any purchaser or transferee of the Property and inform such purchaser or transferee of the nature and extent of the Special Assessments before entering into a binding agreement for the sale or transfer of the Property.

8.10 The Petitioner acknowledges that the Special Assessments, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance levying the final assessment if permitted by law and that if such Special Assessment is not paid in cash, the balance will be certified to the Auditor, as provided by law, to be placed by the Auditor on the tax list and duplicate and collected as other taxes are collected in such number of semiannual installments as determined by the Corporation and as allowed by law, together with interest at the same rate as shall be borne by the loans received or bonds issued to pay the costs of the Energy Project or in anticipation of the collection of the Special Assessments. Notwithstanding the foregoing, the Petitioner waives and authorizes the Corporation to waive on its behalf, the right to pay the Special Assessments in cash.

8.11 At such time as the Special Assessments are no longer necessary to finance the Energy Project, the Corporation having recovered all of its costs, and all other requirements under this Agreement have been fulfilled, the Corporation will provide a release of this Agreement and cause the same to be recorded in the office of the Recorder.

8.12 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles.

8.13 Any legal proceeding, including any arbitration or litigation, concerning this agreement, directly or indirectly, shall be heard only in a state or federal court with proper jurisdiction in Medina County, Ohio.

[Remainder of Page Intentionally Left Blank]

[Signature Page Immediately Follows]

Petitioner:

CITY OF BRUNSWICK, OHIO

By: _____
Carl S. DeForest, City Manager

Date: _____

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

On this __ day of _____, 2021 personally appeared before me, a notary public in and for the State of Ohio, Carl S. DeForest, City Manager, who acknowledged that he did execute the foregoing Energy Project Agreement on behalf of the City of Brunswick, Ohio and that the same was the free act and deed of the City of Brunswick, Ohio and himself as City Manager.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public

Approved as to form:

Kenneth J. Fisher, Law Director

Corporation:

CITY OF MEDINA ENERGY SPECIAL
IMPROVEMENT DISTRICT, INC., DBA
MEDINA COUNTY ENERGY
IMPROVEMENT DISTRICT

By: _____
_____, Chairperson

Date: _____

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

On the __ day of _____, 2021 personally appeared before me, a notary public in and for the State of Ohio, _____, the Chairperson of the City of Medina Energy Special Improvement District, Inc., dba Medina County Energy Improvement District, who acknowledged that he/she did execute the foregoing Energy Project Agreement on behalf of the City of Medina Energy Special Improvement District, Inc., dba Medina County Energy Improvement District and that the same was the free act and deed of said City of Medina Energy Special Improvement District, Inc., dba Medina County Energy Improvement District and of himself/herself as such officer of the City of Medina Energy Special Improvement District, Inc., dba Medina County Energy Improvement District.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public

EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel No. 003-18B-43-010

Property Address: 4095 Center Road, Brunswick, Ohio 44212

EXHIBIT B

Project Plan for City of Brunswick, Ohio

The real property owned by the City of Brunswick, Ohio located at 4095 Center Road, Brunswick, Ohio 44212, serves as City Hall for the City of Brunswick. The description of the property is set forth on the attached Exhibit A. The property will be subject to special assessments for energy improvements in accordance with Ohio Revised Code Chapter 1710.

The energy efficiency savings for the project are expected to be 20% or more annually and consist of the following energy efficiency elements:

1. LED Lighting Replacement

Total Project Cost: \$35.96

Total cost including financing and other charges: \$35.96

Total direct payments collected: \$0.00

Total assessment payments to be collected: \$35.96

Estimated annual special assessment for 1 year: \$35.96

Estimated annual special assessments for 1 year*: 1

Number of annual installments: 1

First annual installment due: January 31, 2022

**Note: Numbers do not reflect additional charges the County Auditor may apply to the annual assessment.*

Year Payments Are Due	Total Annual Assessment Parcel 003-18B-43-010	1st Half (Due 1/31)	2nd Half (Due 7/31)
2022	\$35.96	\$35.96	\$0.00
Total Assessment	\$35.96		

Pursuant to Ohio Revised Code Chapter 323, the Assessment Payment Dates identified in this Exhibit B to the Plan are subject to adjustment by the Medina County Auditor under certain conditions.

The County Auditor of Medina County, Ohio may impose a special assessment collection fee with respect to each Annual Assessment payment. If imposed, this special assessment collection fee will be added by the County Auditor of Medina County, Ohio to each Annual Assessment payment.

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 6/28/2021

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

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 55-2021** - An emergency ordinance levying special assessments for the Special Energy Improvement Project. - **3rd Reading** (Economic Development Committee, *Administration/Grant Aungst*)

BACKGROUND: The City of Brunswick is seeking to establish the City as part of the Energy Special Improvement District (ESID) with in Medina County for the betterment of the City, its stakeholders and business community to improve real property

**PURPOSE AND
EXPLANATION:**

**IMPLEMENTATION
SCHEDULE:**

**FINANCIAL
INFORMATION:**

**FINANCIAL
SUMMARY:** The City will self fund a Special Assessment, total amount of \$35.96 for four LED light bulbs for the ESID project. The cost for each bulb was \$8.99 and was part of the re-bulbing project for City Hall. This specific four bulb project was approved by the County of Medina ESID.

**RECOMMENDED
ACTION:**

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

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

Upcoming project timing and needing to pair with agreements with the Medina County ESID.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 55-2021

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

AN EMERGENCY ORDINANCE LEVYING SPECIAL ASSESSMENTS
FOR THE SPECIAL ENERGY IMPROVEMENT PROJECT.

- WHEREAS: The City of Medina created an Energy Special Improvement District (“District”) under Ohio Revised Code Chapter 1710 and a non-profit corporation, known as the City of Medina Energy Special Improvement District, Inc., dba Medina County Energy Improvement District (“Corporation”), to govern the District. Property owners within the District are permitted to make certain “energy efficiency improvements” to their properties, which constitute a “special energy improvement project”, and pay for the cost of the special energy improvement project by way of special assessments in accordance with the process set out in Chapters 727 and 1710 of the Ohio Revised Code. Ohio Revised Code Section 1710.01(G) provides that special energy improvement projects (including energy efficiency improvements) constitute public improvements and are therefore subject to special assessments.
- WHEREAS: The City of Brunswick (the “Petitioner”) is the owner of 100% of the property described on **Exhibit A** attached hereto (the “Property”). The Petitioner has executed an Energy Project Agreement (the “Agreement”) with the Corporation. A copy of the Agreement is attached to the Petition as **Exhibit C**.
- WHEREAS: Pursuant to the Agreement, the Petitioner has caused an energy audit to the property to be completed, which is on file with the Clerk of Brunswick City Council.
- WHEREAS: The energy audit has identified energy conservation measures, all of which qualify as energy efficiency improvements as defined in Ohio Revised Code Section 1710.01(K), which the Petitioner, has determined to proceed with implementation, and to pay by way of special assessments.
- WHEREAS: The Petitioner has submitted to this Council a petition (“Petition”) seeking (i) the addition of certain of its property to the District and (ii) approval of the District’s comprehensive plan for special energy improvement projects, including the Project (as described herein) and requesting that this Project be undertaken by the District and that the costs thereof be specially assessed against the properties of the Petitioner, specially benefited thereby.
- WHEREAS: A complete list and description of the Project is on file with the Clerk of Council and is attached as **Exhibit B** to this Ordinance. **Exhibit B** provides the following information for the Project:

1. Identification of the parcel numbers and name of the property/building to be improved;
2. A description of the nature of the special energy improvement project for the particular parcel;
3. The estimated amount of the special assessment to be levied against each parcel of property and the number of years the special assessment will be collected (if not paid in cash within 30 days after the passage of the assessing ordinance as provided by law).

WHEREAS: The Petitioner expressly waives the right to pay the assessments in cash within 30 days after passage of the assessing Ordinance.

WHEREAS: The annual special assessments for the Project are to be paid in a single annual payment. The plans and specifications for the Project are on file with the Clerk of Council. The Petitioner's petition also waives all further notices, hearings, claims for damages, rights to appeal and other rights of property owners under the law, including but not limited to those specified in the Ohio Constitution, Chapter 727 of the Ohio Revised Code, the Charter and Codified Ordinances of the City. The Petitioner, consents to the immediate imposition of the special assessments upon the various properties specially benefited by the Project. This special assessment process is a voluntary process with one hundred percent of the cost of the special energy improvement projects being assigned to the specially benefited properties. Final costs for the Project are now known and this assessing ordinance completes the assessing process, which included the adoption of a Resolution of Necessity (Resolution No. 50-2021) and an Ordinance to Proceed (Ordinance No. 54-2021) by levying the assessments against the benefitted properties.

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

SECTION 1: That the special assessments for the cost of providing the Project in the District pursuant to Resolution No. 50-2021 adopted by this Council on June 14, 2021 (the Resolution of Necessity), which were filed and are on file in the office of the Clerk of Council are adopted and confirmed; provided that the cost of providing such Projects are reduced to the aggregate amount of Thirty-Five Dollars and Ninety-Six Cents (\$35.96) which reduction is adopted and confirmed. Those special assessments are levied and assessed upon the properties in the respective amounts set forth in the payment schedule attached as **Exhibit B** and on file with the Clerk of Council, which special assessments have been calculated in a manner provided for in the Resolution of Necessity and are not in excess of the special benefits or any statutory limitation. The special assessments are levied and assessed in accordance with the payment schedule attached hereto as **Exhibit B** in the amounts sufficient to pay the principal of and interest and the scheduled amounts payable as the Authority administrative fees due with respect to each annual period identified in such payment schedule. The Auditor of Medina County, Ohio may impose a special assessment collection fee with respect to each annual assessment payment.

If imposed, this special assessment collection fee will be added by the Auditor of Medina County, Ohio to each semi-annual assessment payment.

SECTION 2: That Petitioner, waives the right to pay the special assessments in cash within thirty days after the passage of this ordinance, and shall pay the assessments in one (1) annual installment in accordance with the schedules attached hereto as **Exhibit B**. All special assessments shall be certified by the Clerk of Council to the County Auditor as provided by law to be placed on the tax duplicate and collected as taxes are collected. All payments shall be made to the Treasurer of Medina County, Ohio and shall be subject to the same delinquency procedures, penalties, and interest as the payment of real property taxes in accordance with Ohio Revised Code Chapter 323.

Notwithstanding the foregoing, pursuant to the Agreement between the Petitioner and the Corporation, attached and providing that the Petitioner, grants the Corporation the authority to determine, in its sole discretion, the amount of the special assessments, the Corporation, acting through its Chairman or other authorized representative, may annually, on or before August 15th, deliver to the City's assessment officer or other appropriate official, a certificate signed by the Chairman reflecting a reduction, in whole or in part, in the amount of the special assessment to be certified by the City assessment officer to the County Auditor in that year for placement onto the tax duplicate the following year and collected as other taxes and assessments are collected. The Corporation's certificate shall reflect payments made by or on behalf of the Petitioner, or its successors, directly to the Corporation or to the Corporation's designee for some or all of the cost of the special energy improvement project thereby resulting in a reduction in the required annual special assessment. The City's assessment officer and all officials with authority to certify special assessments to the County Auditor shall, without any further action by this Council, rely upon the Corporation's certificate and take all actions necessary to implement the annual reduction of the special assessment, if any, evidenced by the certificate. In the event the City's assessment officer does not receive such a certificate in any given year on or before August 15th, the assessment officer shall certify the full amount of the annual special assessment as provided herein to the County Auditor.

SECTION 3: The Council finds and determines that it has previously waived notice of the passage of this assessing Ordinance and therefore no notice need be published in a newspaper of general circulation in the City.

SECTION 4: That the Clerk of Council shall deliver a certified copy of this Ordinance to the County Auditor within fifteen (15) days after its passage or by such other date as may be specified in the Ohio Revised Code or acceptable to the County Auditor of Medina County, Ohio for the certification of assessments in connection with the preparation of the general tax list for tax year 2021.

SECTION 5: That the proceeds of the special assessments levied by this Ordinance that are received by the City shall be applied as provided in Section 1710.12 of the Ohio

Revised Code and are hereby appropriated for that purpose. This Council covenants and agrees that it will give effect to the appropriation in the ordinances it hereafter adopts appropriating money for expenditure or encumbrance. The Director of Finance is authorized and directed to make appropriate accounting entries and adjustments to reflect the City's receipt and disbursement of those proceeds.

SECTION 6: That this Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken, and that all deliberations of this Council and any of its committees that resulted in those formal actions were held, in meetings open to the public in compliance with the law.

SECTION 7: That this Ordinance 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 in order to conserve energy and protect the environment of the City, as well as undertake the construction of public improvements and enable and provide for the timely levying, certification and collection of the special assessments for the Project. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____
 2nd Reading _____
 3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

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

EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel No. 003-18B-43-010

Property Address: 4095 Center Road, Brunswick, Ohio 44212

EXHIBIT B

Project Plan for City of Brunswick, Ohio

The real property owned by the City of Brunswick, Ohio located at 4095 Center Road, Brunswick, Ohio 44212, serves as City Hall for the City of Brunswick. The description of the property is set forth on the attached Exhibit A. The property will be subject to special assessments for energy improvements in accordance with Ohio Revised Code Chapter 1710.

The energy efficiency savings for the project are expected to be 20% or more annually and consist of the following energy efficiency elements:

1. LED Lighting Replacement

Total Project Cost: \$35.96

Total cost including financing and other charges: \$35.96

Total direct payments collected: \$0.00

Total assessment payments to be collected: \$35.96

Estimated annual special assessment for 1 year: \$35.96

Estimated annual special assessments for 1 year*: 1

Number of annual installments: 1

First annual installment due: January 31, 2022

**Note: Numbers do not reflect additional charges the County Auditor may apply to the annual assessment.*

Year Payments Are Due	Total Annual Assessment Parcel 003-18B-43-010	1st Half (Due 1/31)	2nd Half (Due 7/31)
2022	\$35.96	\$35.96	\$0.00
Total Assessment	\$35.96		

Pursuant to Ohio Revised Code Chapter 323, the Assessment Payment Dates identified in this Exhibit B to the Plan are subject to adjustment by the Medina County Auditor under certain conditions.

The County Auditor of Medina County, Ohio may impose a special assessment collection fee with respect to each Annual Assessment payment. If imposed, this special assessment collection fee will be added by the County Auditor of Medina County, Ohio to each Annual Assessment payment.

EXHIBIT C
ENERGY PROJECT AGREEMENT

[Attached]

ENERGY PROJECT AGREEMENT

by

CITY OF MEDINA ENERGY SPECIAL IMPROVEMENT DISTRICT, INC.,

dba

MEDINA COUNTY ENERGY IMPROVEMENT DISTRICT

and

CITY OF BRUNSWICK, OHIO

Dated

as of

_____, 2021

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ENERGY PROJECT AGREEMENT

This Energy Project Agreement (the “Agreement”) is made and entered into as of _____, 2021 (the “Effective Date”) between the City of Medina Energy Special Improvement District, Inc., dba Medina County Energy Improvement District, a non-profit corporation and special improvement district under the laws of the State of Ohio (the “Corporation”), with offices at 144 Broadway Street, # 202, Medina, OH 44256, and the City of Brunswick, Ohio, a chartered Ohio municipal corporation with offices at 4095 Center Road, Brunswick, Ohio 44212 (the “Petitioner”):

WHEREAS, the Petitioner is engaging in a certain special energy improvement project (“Energy Project”); and

WHEREAS, the Petitioner petitioned the City of Brunswick, Ohio for the expansion of the Medina County Energy Improvement District to become a member (the “Petition”); and

WHEREAS, on September 9, 2019 the City Council of Medina passed Resolution No. 140-19, which approved the initial petition, the initial plan for the district, and authorized the formation of the Medina County Energy Improvement District; and

WHEREAS, the Energy Project has an overall estimated cost of Thirty-Five Dollars and Ninety-Six Cents (\$35.96) (excluding interest and other transactional and carrying costs, all of which shall be included in the Special Assessments described below) as shown in Exhibit B, which the Petitioner has agreed to fund; and

WHEREAS, the Petitioner requests that the Energy Project be funded through special assessments (“Special Assessments”) upon the real property upon which the Energy Project will be constructed and exist (the “Property”) as allowed under Ohio Revised Code Chapters 1710 and 727; and

WHEREAS, the Corporation and the Petitioner agrees to undertake the funding of the Energy Project through Special Assessments upon the condition that the Petitioner agrees to impose the Special Assessments upon the Property and provide full cooperation with and assistance to the Corporation and the City of Brunswick, Ohio (the “City”) and other entities and institutions involved in the process of approving and imposing the Special Assessments; and

WHEREAS, in order to induce the Corporation to provide the funds for the Energy Project, the Petitioner agrees to provide all such cooperation and assistance necessary for the imposition of the Special Assessments upon the Property.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Petitioner and the Corporation do hereby enter into this Energy Project Agreement (“Agreement”) as follows:

SECTION 1. Consent to Special Assessments. The Petitioner consents to the imposition of Special Assessments upon the Property, which is commonly referred to as 4095 Center Road, Brunswick, Ohio 44212, and which consists of the following permanent parcel numbers in the records of the Auditor of Medina County, Ohio (the “Auditor”): Parcel Number/PPN 003-18B-43-010 as detailed on Exhibit A attached hereto and incorporated herein by reference. In the event there are additional or other parcels of property that are not listed but which are benefitted by the Energy Project, the Petitioner consents to the imposition of the Special Assessments with respect to those parcels as well. The Petitioner acknowledges that the Special Assessments in the event of non-payment and default will constitute a lien upon the Property and may be enforced and collected in accordance with law, including the provisions of Chapter 727 of the Ohio Revised Code.

The cost of the Energy Project shall include, but not be limited to, the cost of: labor, materials, equipment, engineering, design, and audits (“Energy Project Amount”) and is estimated to be Thirty-Five Dollars and Ninety-Six Cents (\$35.96). The Special Assessments shall be in an amount sufficient to fund the Energy Project Amount and shall include an amount sufficient to fund the necessary and reasonable additional costs related to the financing of the Energy Project Amount including but not limited to: interests, fees, carrying costs, taxes, filing fees, recording charges and all other costs incident to the financing of the Energy Project Amount.

The Petitioner acknowledges that the Energy Project Amount is an estimated cost of the Energy Project and that the actual cost of the Energy Project may be more or less than the estimate and that such estimate does not limit the amount of the Special Assessments; provided, however, that the sum total of all Special Assessments, including the costs related to financing the Energy Project Amount, will not exceed the Total Assessment Amount to be Collected amount listed on Exhibit B attached to this Agreement and incorporated into this Agreement by this reference. The Petitioner agrees that one hundred percent (100%) of the Special Assessments shall be imposed upon the Property and that the Property is being specially benefitted to the full extent of the Special Assessments. The Special Assessments may continue for such period of time as allowed by law and shall continue for the full period of time required to pay the Corporation for all costs, including financing costs, for the Energy Project.

SECTION 2. Agreement to Cooperate. The Petitioner agrees to provide full and timely cooperation to the Corporation and the agencies, entities and institutions involved in the special assessment process, including but not limited to: the City and the Medina County, Ohio Treasurer (the “Treasurer”), so that the Special Assessments are imposed upon the Property and enforceable against the Property. The Petitioner agrees that pursuant to a Petition, it has submitted its Energy Project for admission as a special energy improvement project to be undertaken by the Corporation. The Petitioner therefore shall be a member of the Corporation. The Petitioner further agrees that it shall cause a representative to appear at any necessary hearings or legal proceedings involving the Special Assessments and cooperate in such hearings or legal proceedings so that the Special Assessments are approved and become binding upon the Property. The Petitioner agrees to provide on-going cooperation with the Corporation and all other agencies, entities and institutions involved in the special assessment process during the entire period of time any of the financing for the Energy Project remains outstanding.

The Corporation and the Petitioner agree to provide full and timely cooperation with each other for the financing of the Energy Project and the provision of the Energy Project pursuant to this Agreement, and the Petition.

SECTION 3. Execution of Documents; Appointment of Agent. Petitioner shall execute or cause to be executed by appropriate Petitioner officials, all applications, petitions for special assessments, waivers, acknowledgements, and other instruments, documents and papers (“Documents”) necessary or helpful to impose the Special Assessments upon the Property and to acknowledge the validity and binding nature of such Special Assessments. To facilitate that process, Petitioner hereby irrevocably appoints the Corporation’s Chairperson, or such other individual as the Corporation may name from time to time, as the Petitioner’s attorney-in-fact and agent with full and complete authority to execute all such Documents, including but not limited to the Petition, on behalf of Petitioner and to bind Petitioner and the Property to the Special Assessments, including making all waivers of hearings and notices concerning the Special Assessments.

Without limiting the generality of the foregoing grant of authority, Petitioner grants the Corporation full irrevocable power and authority in the place of Petitioner and in the name of Petitioner or in Corporation’s own name, for the purpose of carrying out the terms of this Agreement, to perform, at any time and from time to time, each agreement contained in this Agreement that is on Petitioner's part to be complied with, and to take any and all actions and to execute and deliver any and all Documents which may be necessary or desirable to give the Corporation the full benefit of this Agreement, in each case as the Corporation may from time to time deem advisable, Petitioner hereby agreeing that the Corporation shall owe no duty whatever to Petitioner to perform any such agreement, to take any such action, or to execute or deliver any such Document or, having done so any one or more times, to thereafter continue doing so. Without limiting the generality of the foregoing, Petitioner hereby irrevocably authorizes the Corporation, at any time and from time to time, to (a) fill in any blank space contained in this Agreement or another Document, (b) correct patent errors, to complete and correct the description of the Property, and to complete the date herein or therein, (c) file and sign, on Petitioner's behalf, at Petitioner's expense and without Petitioner's signature, such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents as the Corporation may from time to time deem advisable for the better evidencing, perfection, protection, or validation of, or realization of the benefits of this Agreement, and (d) to the extent the Corporation filed any such petitions for special assessments, waivers, affidavits, assignments, financing statements, endorsements of specific items of collateral, mortgages, powers of attorney, security agreements, or other Documents prior to the date of this Agreement, all such actions and Documents are hereby ratified by the Petitioner.

SECTION 4. Waiver of Certain Rights. Petitioner acknowledges that the process for the imposition of special assessments provides the owner of property subject to such special assessments with certain rights, including rights to: receive notices of proceedings; object to the imposition of the special assessments; claim damages; participate in hearings; take appeals from proceedings imposing special assessments; participate in and prosecute court proceedings, as well as other rights under law, including but not limited to those provided for or specified in the United States Constitution, the Ohio Constitution, Chapter 727 of the Ohio Revised Code, the Charter of the City and the Codified Ordinances of Brunswick, Ohio (collectively, “Assessment Rights”). Petitioner hereby irrevocably waives all Assessment Rights and consents to the imposition of the Special Assessments immediately or at such time as the Corporation determines to be appropriate, and Petitioner expressly requests the entities involved with the special assessment process to promptly proceed with the imposition of the Special Assessment upon the Property. The Petitioner further waives: any and all questions as to the constitutionality of the law under which the Energy Project will be constructed and the Special Assessments imposed upon the Property; the jurisdiction of the Council of the City acting thereunder; and the right to file a claim for damages as provided in Section 727.18 of the Ohio Revised Code and any similar provision of the Charter of the City of Medina or the Codified Ordinances of Medina, Ohio.

SECTION 5. Representations and Warranties. Petitioner represents and warrants that:

5.1 Petitioner is a duly organized and validly existing chartered municipal corporation under the laws of the State of Ohio;

5.2 Petitioner is the owner of the Property with the legal authority to subject the Property to the Special Assessments;

5.3 Petitioner and the individual executing this Agreement on behalf of the Petitioner are duly authorized to enter into this Agreement;

5.4 Entering into this Agreement will not result in the breach of any other agreement to which the Petitioner is a party;

5.5 Petitioner will complete the Energy Project, and has or will provide sufficient funds to complete the Energy Project in the event of additional costs or expenses above and beyond the estimated Energy Project Amount of Thirty-Five Dollars and Ninety-Six Cents (\$35.96). In the event that the Energy Project is completed below the estimated cost of Thirty-Five Dollars and Ninety-Six Cents (\$35.96) the remaining amount shall be used to reduce the final assessment amount payable; and

5.6 All of the factual statements concerning Petitioner contained in this Agreement are true and accurate to the best of Petitioner’s knowledge and belief and if there is a material change in the accuracy or truthfulness of any such factual statement, Petitioner will promptly disclose the same to the Corporation.

SECTION 6. Assignment; Third Party Beneficiaries. Petitioner may not assign this Agreement without the consent of the Corporation, which consent shall not be unreasonably withheld. Corporation may assign this Agreement, or any portion of its benefits or obligations, freely to another party, with or without the consent of the Petitioner.

SECTION 7. Default. If any of the following events shall occur, it shall be deemed a default (“Default”) under this Agreement and the Corporation shall be entitled to any rights or remedies under this Agreement and any rights or remedies provided under law:

7.1 The Petitioner fails to pay an installment of any Special Assessment when due.

7.2 The Petitioner fails to perform any other obligation under this Agreement and the failure continues for a period of ten (10) days after written notice from the Corporation.

7.3 The Petitioner is in breach of any of its representations or warranties under this Agreement.

7.4 The Petitioner abandons the Property.

7.5 The Petitioner commits waste upon the Property.

7.6 The Petitioner becomes bankrupt or insolvent or files or has filed against it a petition in bankruptcy or for reorganization or arrangement or other relief under the bankruptcy laws or any similar state law or makes an assignment for the benefit of creditors.

In the event of a Default, then, in addition to any other remedy the Corporation may have, the Corporation may recover from Petitioner all damages they respectively incur by reason of the Default, including reasonable attorneys’ fees and expenses.

SECTION 8. General.

8.1 If any provision of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or law, such provision shall to that extent be deemed to be omitted, and the remaining provisions of this Agreement shall not be affected in any way.

8.2 The Petitioner acknowledges that it has read and understands this Agreement and is bound by its terms. This Agreement contains the entire understanding and agreement of the parties with respect to the matters contained in this Agreement, and supersedes all prior proposals and understandings between the parties.

8.3 This Agreement shall not be modified or altered except as by a written instrument duly executed by all of the parties.

8.4 The Petitioner acknowledges that it has had an opportunity to review this Agreement and to be advised by an attorney of its choosing as to the Agreement’s terms, conditions and provisions. The Petitioner is entering into this Agreement knowingly and voluntarily.

8.5 The Corporation and the Petitioner are, in relation to one another, independent contractors and not agents of one another. The parties have no fiduciary obligations to one another and are not, by entering into this Agreement, assuming any such fiduciary obligations.

8.6 The Petitioner acknowledges that the Corporation has been created under provisions of the Ohio Revised Code and that and that their authority, as well as the authority of their employees, agents and representatives, is limited under law.

8.7 The Corporation may cause this Agreement to be recorded in the office of the Recorder. The obligations created by this Agreement shall run with and be binding upon the land regardless of the owner of Property until duly released by the Corporation.

8.8 The Petitioner shall provide written notice to Corporation of any sale or transfer of the Property.

8.9 The Petitioner shall disclose the existence of this Agreement to any purchaser or transferee of the Property and inform such purchaser or transferee of the nature and extent of the Special Assessments before entering into a binding agreement for the sale or transfer of the Property.

8.10 The Petitioner acknowledges that the Special Assessments, when levied against the Property, will be payable in cash within thirty (30) days from the date of passage of the ordinance levying the final assessment if permitted by law and that if such Special Assessment is not paid in cash, the balance will be certified to the Auditor, as provided by law, to be placed by the Auditor on the tax list and duplicate and collected as other taxes are collected in such number of semiannual installments as determined by the Corporation and as allowed by law, together with interest at the same rate as shall be borne by the loans received or bonds issued to pay the costs of the Energy Project or in anticipation of the collection of the Special Assessments. Notwithstanding the foregoing, the Petitioner waives and authorizes the Corporation to waive on its behalf, the right to pay the Special Assessments in cash.

8.11 At such time as the Special Assessments are no longer necessary to finance the Energy Project, the Corporation having recovered all of its costs, and all other requirements under this Agreement have been fulfilled, the Corporation will provide a release of this Agreement and cause the same to be recorded in the office of the Recorder.

8.12 This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles.

8.13 Any legal proceeding, including any arbitration or litigation, concerning this agreement, directly or indirectly, shall be heard only in a state or federal court with proper jurisdiction in Medina County, Ohio.

[Remainder of Page Intentionally Left Blank]

[Signature Page Immediately Follows]

Petitioner:

CITY OF BRUNSWICK, OHIO

By: _____
Carl S. DeForest, City Manager

Date: _____

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

On this __ day of _____, 2021 personally appeared before me, a notary public in and for the State of Ohio, Carl S. DeForest, City Manager, who acknowledged that he did execute the foregoing Energy Project Agreement on behalf of the City of Brunswick, Ohio and that the same was the free act and deed of the City of Brunswick, Ohio and himself as City Manager.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public

Approved as to form:

Kenneth J. Fisher, Law Director

Corporation:

CITY OF MEDINA ENERGY SPECIAL
IMPROVEMENT DISTRICT, INC., DBA
MEDINA COUNTY ENERGY
IMPROVEMENT DISTRICT

By: _____
_____, Chairperson

Date: _____

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

On the __ day of _____, 2021 personally appeared before me, a notary public in and for the State of Ohio, _____, the Chairperson of the City of Medina Energy Special Improvement District, Inc., dba Medina County Energy Improvement District, who acknowledged that he/she did execute the foregoing Energy Project Agreement on behalf of the City of Medina Energy Special Improvement District, Inc., dba Medina County Energy Improvement District and that the same was the free act and deed of said City of Medina Energy Special Improvement District, Inc., dba Medina County Energy Improvement District and of himself/herself as such officer of the City of Medina Energy Special Improvement District, Inc., dba Medina County Energy Improvement District.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year aforesaid.

Notary Public

EXHIBIT A

DESCRIPTION OF PROPERTY

Parcel No. 003-18B-43-010

Property Address: 4095 Center Road, Brunswick, Ohio 44212

EXHIBIT B

Project Plan for City of Brunswick, Ohio

The real property owned by the City of Brunswick, Ohio located at 4095 Center Road, Brunswick, Ohio 44212, serves as City Hall for the City of Brunswick. The description of the property is set forth on the attached Exhibit A. The property will be subject to special assessments for energy improvements in accordance with Ohio Revised Code Chapter 1710.

The energy efficiency savings for the project are expected to be 20% or more annually and consist of the following energy efficiency elements:

1. LED Lighting Replacement

Total Project Cost: \$35.96

Total cost including financing and other charges: \$35.96

Total direct payments collected: \$0.00

Total assessment payments to be collected: \$35.96

Estimated annual special assessment for 1 year: \$35.96

Estimated annual special assessments for 1 year*: 1

Number of annual installments: 1

First annual installment due: January 31, 2022

**Note: Numbers do not reflect additional charges the County Auditor may apply to the annual assessment.*

Year Payments Are Due	Total Annual Assessment Parcel 003-18B-43-010	1st Half (Due 1/31)	2nd Half (Due 7/31)
2022	\$35.96	\$35.96	\$0.00
Total Assessment	\$35.96		

Pursuant to Ohio Revised Code Chapter 323, the Assessment Payment Dates identified in this Exhibit B to the Plan are subject to adjustment by the Medina County Auditor under certain conditions.

The County Auditor of Medina County, Ohio may impose a special assessment collection fee with respect to each Annual Assessment payment. If imposed, this special assessment collection fee will be added by the County Auditor of Medina County, Ohio to each Annual Assessment payment.

PROPOSED LEGISLATION



DATE: 6/28/2021

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

FROM: Carl S. DeForest, City Manager
John Piepsny

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 62-2021** - A resolution authorizing the City Manager to enter into a sponsorship and service agreement with Southwest General Health Center Relative to the Brunswick Community Recreation and Fitness Center. - **2nd Reading** (Parks, Recreation and Community Committee, Administration/John Piepsny)

BACKGROUND: Since 2008, we have partnered with Southwest General Health Center for the sponsorship and lease of the Brunswick Community Recreation and Fitness Center. This partnership has been very valuable to the community and the residents of Brunswick and we wish to continue this. On June 2nd, RFP's were opened at City Hall and it is the administration's recommendation that we move forward with Southwest Hospital again as our partner.

PURPOSE AND EXPLANATION: This legislation will allow the City Manager to enter into a 3-year agreement with Southwest General Health Center for the Sponsorship of the Brunswick Community Recreation Center with an automatic renewal option.

IMPLEMENTATION SCHEDULE: Once adopted, we would enter into an agreement with Southwest Hospital around August 12th, 2021. The New 3 yr agreement is expected to be effective August 15, 2021 - August 14, 2024.

FINANCIAL INFORMATION: Southwest Hospital RFP - 08/12/2021 - Recreation Center - 131-0029-40201 - -

FINANCIAL SUMMARY: The RFP had \$30,000 for sponsorship of the facility for each year of the agreement for a three-year term.

Per John, Recreation Center will bill 3 months at a time through an invoice. Invoices are expected to be billed at the beginning of each 3 month period. Based on this process....the budgeting for this new contract will be:

2021 = 6 months
2022 = 12 months
2023 = 12 months
2024 = 6 months (\$ collected will be only 6 months even though contract doesn't end until Aug 14, 2024. City picked up the additional 1 1/2 months in 2021).

**RECOMMENDED
ACTION:**

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

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

It is the administration's recommendation to adopt this legislation after 3 readings and 30 days.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 62-2021

BY: Mrs. Zak, Mrs. Hanek and Mr. Hanek

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A SPONSORSHIP AND SERVICE AGREEMENT WITH SOUTHWEST GENERAL HEALTH CENTER RELATIVE TO THE BRUNSWICK COMMUNITY RECREATION AND FITNESS CENTER.

WHEREAS: The City of Brunswick received one (1) response to the City's Requests for Proposals relative to the sponsorship of the Brunswick Community Recreation and Fitness Center (the "Rec Center") and provision of services therein, which response was opened on June 2, 2021; and

WHEREAS: The City and Southwest General Health Center are currently parties to a Sponsorship and Service Agreement relative to a portion of the Rec Center, which expires on or about August 15, 2021.

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 a Sponsorship and Service Agreement with Southwest General Health Center, as attached hereto as Exhibit "A", relative to the Rec Center.

SECTION 2: That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

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



Southwest General

Partnering with



University Hospitals

To: The City of Brunswick

From: Albert Matyas, MBA, FACHE 
Vice President
Southwest General Health Center

Date: June 2, 2021

RE: **Sponsorship of the Brunswick Community Recreation and Fitness Center RFP 2021-002**
Use of the Facility for Physical Therapy and Aquatic Therapy RFP 2021-003

Enclosed for your review are three copies of Southwest General Health Center's response to:

1. Sponsorship of the Brunswick Community Recreation and Fitness Center RFP 2021-002;
and
2. Use of the Facility for Physical Therapy and Aquatic Therapy RFP 2021-003.

We look forward to continuing our relationship with the City of Brunswick as your partner in the delivery of health education and medical services that aims to enhance the well-being of Brunswick and surrounding communities. Thank you for the opportunity to submit our response to the fore mentioned Request For Proposals.

Questions can be directed to me at the following contact points:

Email: amatyas@swgeneral.com

Phone: 440.816.8051

USPS: Southwest General Health Center
18697 Bagley Road
Middleburg Heights, OH 44130
Attn: Albert Matyas, Vice President

Proposal for

**Sponsorship of the Brunswick Community
Recreation & Fitness Center**

For

**The Brunswick Recreation Center
RFP – 2021 – 002**

Provided by



Southwest General

Partnering with



University Hospitals

18697 Bagley Road
Middleburg Heights, Ohio 44130

Southwest General

Nationally Acclaimed Award Winning Health Care

In 2020, Southwest General Health Center celebrated 100 years of serving southwest Cuyahoga, northern Medina, including the City of Brunswick, and eastern Lorain Counties. Over those years Southwest General has been awarded significant awards for the quality of care that patients receive at the Health Center. A listing of our awards can be found at :

<https://www.swgeneral.com/about-us/achievements-recognition>. Southwest General is known throughout the community as a high quality provider of care.

We are proud of our awards, but it is the efforts of committed physicians, nurses and support personnel that enable Southwest General to win accolades for patient outcomes and operational efficiency. We have a long history of serving our communities and Brunswick and Brunswick Hills are considered part of our primary service area. Southwest General is committed to serving the medical, surgical, diagnostic and therapeutic needs of patients from Brunswick and surrounding communities. Approximately one out of ten employees of Southwest General live in Brunswick.

Recent information indicated that Southwest General was the preferred health care facility for citizens in the greater Brunswick area. The hospital's strong tradition of supporting and educating Emergency Medical Services (EMS) personnel points to the investment that the hospital has committed to the health and safety of this community.

The Brunswick Medical Center and Emergency Department

Get Better Here

The first freestanding Emergency Department in Medina County was opened by Southwest General in 2009. A year earlier in 2008, Southwest General was proud to become a permanent member of the greater Brunswick community with the opening of the Southwest General Brunswick Medical Center. The Brunswick Medical Center is a 40,000 square foot facility located in the heart of the City of Brunswick.

The Medical Center has a variety of primary care physicians and specialists that offer residents of Brunswick easy, convenient access to outstanding medical care. Among specialties that are available are Pediatrics, Family Medicine, Internal Medicine, Cardiology, Orthopedics and Vascular Services, Physical Therapy, Laboratory and Radiology Services.

Southwest General's Brunswick Community Recreation & Fitness Center (BCRFC) Proposal:

Our approach is multi-pronged consisting of health screening and information, education opportunities, service development and promotional support.

Community Health Program

- Southwest General will work with the Brunswick Community Recreation & Fitness Center leadership on new ways that our Community Nursing team can enhance the health status of members.
- Health screenings can be performed to facilitate awareness around the following health conditions:
 - Mental Health
 - Osteoporosis
 - Cholesterol
 - Blood Pressure
- Alternative screenings may be accessible based on community need and availability.
- All community health personnel shall follow the rules and regulations of the BCRFC.

Physician/Health Professional Educational Presentations

- Southwest General will work with BCRFC leadership and staff to schedule physician and/or health professional presentations for the community.
- These educational presentations will provide disease specific information to the public/BCRFC members in order to enhance their knowledge of ways to improve their health status.
- Educational Presentations can include:
 - Shoulder and knee surgery options
 - Weight loss
 - Nutrition
 - Heart Health
 - Diabetes
 - Headaches
 - Cancer prevention
 - Maintaining a Healthy Brain
- Southwest will commit to providing at least one educational presentation per month at the BCRFC at a mutually agreeable time.

Education Programs

- Southwest General currently provides several educational programs that can also be developed on site at the BCRFC. These educational programs cover diverse demographic segments. Examples of the types of educational programs currently provided by Southwest General include:
 - Balance for Life
 - Cardiac Health
 - End of Care/Hospice Decisions
 - Advanced Directives

Service Development

- The expertise and knowledge of exercise physiologists, fitness instructors, and personal trainers will be made available to BCRFC personnel.

Promotional Support

- Southwest General proposes to **sponsor the BCRFC for a three-year term with support of \$30,000 per year**. Terms of payment are negotiable, although quarterly invoices generated from the City of Brunswick is the preferred method.
- Southwest General would have the city agree that sponsorship for the length of the term are exclusive to Southwest General within the Brunswick Recreation Center and adjacent structures.
- Southwest General logo would be placed on all advertising materials prepared by BCRFC.
- No other health related services from other healthcare organizations will be permitted on the recreation center grounds without the consent of Southwest General.
- After the initial three year term, Southwest General would like a right of first refusal if the program is to continue.
- Specific points of this proposal are negotiable.

In response to this proposal please contact:

Southwest General Health Center
18697 Bagley Road
Middleburg Heights, OH 44130
Attn: Albert Matyas, Vice President
(440) 816-6683

PROPOSED LEGISLATION



DATE: 6/28/2021

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

FROM: Carl S. DeForest, City Manager
John Piepsny

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 63-2021** - A resolution authorizing the City Manager to enter into a lease agreement with Southwest General Health Center for a portion of the Brunswick Community Recreation and Fitness Center. - **2nd Reading** (Parks, Recreation and Community Committee, Administration/John Piepsny)

BACKGROUND: Since 2008, we have partnered with Southwest General Health Center for providing physical and aquatic therapy at the Brunswick Community Recreation Center. On June 2nd, RFP's were opened at City Hall and it is the administration's recommendation that we continue this partnership and accept the RFP from Southwest General Health Center for the lease space for physical and aquatic therapy.

PURPOSE AND EXPLANATION: The purpose of this is to allow the City Manager to enter into an Agreement with Southwest General Health Center for the Lease space for physical and aquatic therapy at the Brunswick Community Recreation and Fitness Center.

IMPLEMENTATION

SCHEDULE: Once approved, we would enter into an agreement on or about August 12, 2021. A new 3 year agreement is expected to be effective August 15, 2021 - August 14, 2024.

FINANCIAL INFORMATION: Southwest Hospital RFP - 08/12/2021 - Recreation Center - 131-0029-40201 - -

FINANCIAL SUMMARY: The Recreation Center budget will receive \$20,000 for each year of the three-year agreement.

Per John, Recreation Center will bill 3 months at a time through an invoice. Invoices are expected to be billed at the beginning of each 3 month period. Based on this process....the budgeting for this new contract will be:

2021 = 6 months

2022 = 12 months

2023 = 12 months

2024 = 6 months (\$ collected will be only 6 months even though the contract doesn't end until Aug 14, 2024. City picked up the additional 1 1/2 months in 2021).

**RECOMMENDED
ACTION:**

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

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

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 63-2021

BY: Mrs. Zak, Mrs. Hanek and Mr. Hanek

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT WITH SOUTHWEST GENERAL HEALTH CENTER FOR A PORTION OF THE BRUNSWICK COMMUNITY RECREATION AND FITNESS CENTER.

WHEREAS: The City of Brunswick received one (1) response to the City's Requests for Proposals relative to the lease of a portion of the Brunswick Community Recreation and Fitness Center (the "Rec Center"), which response was opened on June 2, 2021; and

WHEREAS: The City and Southwest General Health Center are currently parties to a Lease Agreement relative to a portion of the Rec Center, which expires on or about August 15, 2021.

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 a Lease Agreement with Southwest General Health Center, as attached hereto as Exhibit "A", relative to the lease of a portion of the Rec Center.

SECTION 2: That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

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



Southwest General

Partnering with



University Hospitals

To: The City of Brunswick

From: Albert Matyas, MBA, FACHE 
Vice President
Southwest General Health Center

Date: June 2, 2021

RE: **Sponsorship of the Brunswick Community Recreation and Fitness Center RFP 2021-002**
Use of the Facility for Physical Therapy and Aquatic Therapy RFP 2021-003

Enclosed for your review are three copies of Southwest General Health Center's response to:

1. Sponsorship of the Brunswick Community Recreation and Fitness Center RFP 2021-002;
and
2. Use of the Facility for Physical Therapy and Aquatic Therapy RFP 2021-003.

We look forward to continuing our relationship with the City of Brunswick as your partner in the delivery of health education and medical services that aims to enhance the well-being of Brunswick and surrounding communities. Thank you for the opportunity to submit our response to the fore mentioned Request For Proposals.

Questions can be directed to me at the following contact points:

Email: amatyas@swgeneral.com

Phone: 440.816.8051

USPS: Southwest General Health Center
18697 Bagley Road
Middleburg Heights, OH 44130
Attn: Albert Matyas, Vice President

Proposal for

Use of Facility for Physical Therapy and Aquatic Therapy

at

**The Brunswick Recreation Center
RFP – 2021 – 003**

Provided by



Southwest General

Partnering with



University Hospitals

18697 Bagley Road
Middleburg Heights, Ohio 44130

Southwest General

Nationally Acclaimed Award Winning Health Care

In 2020, Southwest General Health Center celebrated 100 years of serving southwest Cuyahoga, northern Medina, including the City of Brunswick, and eastern Lorain Counties. Over those years Southwest General has been awarded significant awards for the quality of care that patients receive at the Health Center. A listing of our awards can be found at :

<https://www.swgeneral.com/about-us/achievements-recognition>. Southwest General is known throughout the community as a high quality provider of care.

We are proud of our awards, but it is the efforts of committed physicians, nurses and support personnel that enable Southwest General to win accolades for patient outcomes and operational efficiency. We have a long history of serving our communities and Brunswick and Brunswick Hills are considered part of our primary service area. Southwest General is committed to serving the medical, surgical, diagnostic and therapeutic needs of patients from the Brunswick and surrounding communities. Approximately one out of ten employees of Southwest General live in Brunswick.

The Brunswick Medical Center and Emergency Department

Get Better Here

The first freestanding Emergency Department in Medina County was opened by Southwest General in 2009. A year earlier in 2008, Southwest General was proud to become a permanent member of the greater Brunswick community with the opening of the Southwest General Brunswick Medical Center.

The Medical Center has a variety of primary care physicians and specialists that offer residents of Brunswick easy, convenient access to outstanding medical care. Among specialties that are available are Pediatrics, Family Medicine, Internal Medicine, Cardiology, Orthopedics and Vascular Services, Physical Therapy, Laboratory and Radiology Services.

Physical Medicine and Rehabilitation of Southwest General

Returning Patients to an Active Life

Southwest General has a proud history of successful inpatient and outpatient therapy programs. Located in Southwest General's LifeWorks fitness facility, and our Brunswick, North Royalton and Strongsville locations, our physical therapy, occupational therapy and speech therapy services attract patients from a four county area. Physical Medicine and Rehabilitation has over 175 therapists and associates working in outpatient and inpatients settings.

SOUTHWEST GENERAL'S RESPONSE TO RFP – 2021 – 003

Southwest General appreciates the opportunity to respond to this Request For Proposal for Physical and Aquatic Therapy to be located at the Brunswick Recreation Center. The hospital's strong tradition of delivering excellent physical therapy (PT) to patients is demonstrated by the tremendous service demand at Southwest General's Brunswick Medical Center.

Our therapists are licensed and receive on-going education to ensure patients receive the best service available to regain their active lives. Our therapists bring expertise in the following therapy programs:

- Orthopedic Rehabilitation to recover from an injury to the knee, shoulder, hip, or other joint
- Sports Medicine for the injured athlete to return to their sport and prevent further injury
- Spine Rehabilitation
- Balance and Vestibular Training
- Scoliosis Treatment
- Lymphedema Treatment
- Stroke Rehabilitation
- Amputee Rehabilitation

Physical Therapy Services at Brunswick Recreation Center

The current Physical Therapy office at the Brunswick Recreation Center (BRC) would house a Southwest General therapist 3 days a week, anticipating hours of operation from 9 a.m. to 6:30 p.m. Because our therapy services are built around the needs of patients from the Brunswick community, Southwest General would increase therapy services availability based on the demand and specialized needs of the community.

Our therapists receive training in aquatic rehabilitation to maximize the benefits of the properties of the water to reduce pain, increase strength and endurance, and improve range of motion.

We would anticipate using the former massage therapy room for patient assessment and aquatic equipment space for aquatic therapy patients. We anticipate utilization of a portion of the shallow end of the pool two mornings per week for 1 hour each day, with expectation to increase to 2 hours each day based on demand.

Southwest General Physical Therapy Proposal:

Southwest General, in order to make available a vibrant, high quality physical therapy service at the Brunswick Recreation Center (BRC) proposes to provide the following:

Personnel

- One physical therapist to evaluate and treat patients with a physicians order for land and/or aquatic therapy.
- The therapist will be in good standing and licensed to treat in the State of Ohio.
- All education and training will be performed by Southwest General.
- Additional therapy personnel resources can be made available as service demand increases.
- Southwest General personnel will also participate in necessary training/educational seminars in order to fulfill requirements for the Brunswick Recreation Center.

Operations/Patient Treatment

- Southwest General therapists will work with BRC leadership and staff members to establish an agreeable patient check-in procedure to ensure an excellent patient experience.
- Southwest General therapists will utilize the equipment and facilities within the BRC in compliance of BRC standards and protocols.
- BRC will provide free access to Southwest General therapists to the internet through BRC's internet service. This access is needed for patient record information and internal communications. Compliance with BRC's internet standards will be maintained.
- Southwest General will supply needed specialized equipment to service patients in either the upstairs therapy space or the aquatic space on the pool deck.
- Aquatic therapy scheduling will be mutually agreed to by Southwest General and BRC leadership.

- Appropriate signage space for patient navigation and service awareness will be made available to Southwest General by BRC. Southwest General will generate all necessary signage at its expense.

Financial Support

- Southwest General proposes these services be offered for a three year term to the Brunswick Recreation Center with a fee paid of \$20,000 per year for access and use of the facility.
- Terms of payment are negotiable.
- Southwest would have the city agree that therapy services provided for the length of the RFP are exclusive to Southwest General within the Brunswick Recreation Center and adjacent structures.
- No other health related services from other healthcare organizations will be permitted on the recreation center grounds without the consent of Southwest General.
- Reimbursement and/or billing of therapy services will be the responsibility of Southwest General.
- After the initial three year term, Southwest General would like a right of first refusal if the program is to continue.
- Specific points of this proposal are negotiable.

We look forward to providing a high quality physical therapy service to the citizens of Brunswick at the Brunswick Recreation Center. Southwest General believes in the development of long term partnerships that will benefit the health and well being of the community. We believe that our therapy services will provide a positive experience for the Brunswick Recreation members and members of the City of Brunswick and surrounding cities. We thank you for the opportunity to respond to your request for proposal.

In response to this proposal please contact:

Southwest General
18697 Bagley Road
Middleburg Heights, OH 44130

Attn: Albert Matyas, Vice President

PROPOSED LEGISLATION



DATE: 6/28/2021

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

FROM: Carl S. DeForest, City Manager
Brian Ohlin

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 65-2021** - An emergency resolution authorizing the City Manager to enter into an agreement with Brunswick Hills Township for the provision of dispatch services. - **1st Reading** (To be brought from Safety & Environment Committee, *Administration/Brian Ohlin*)

BACKGROUND: A three-year dispatch contract commencing January 1, 2022 - December 31, 2024, for public safety dispatch services.

PURPOSE AND EXPLANATION: This is a renewal of the terms of the current contract for public safety dispatch services for Brunswick Hills Township, with the only change being agreed-upon step increases in the annual fees.

IMPLEMENTATION SCHEDULE: Contract to take effect at the end of the current contract.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Revenues for this contract are typically recorded in acct#114-0020-40452. Per Contract - 2022 = \$74,691.05; 2023 = \$76,745.05; and 2024 = \$79,047.40.

RECOMMENDED ACTION:

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

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

The current 3-year dispatch contract expires at the end of 2021. We are recommending an

emergency with the suspension of the rules and accepting this contract so as to have seamless service delivery.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 65-2021

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

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BRUNSWICK HILLS TOWNSHIP FOR THE PROVISION OF DISPATCH SERVICES.

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 for Dispatch Services, as attached hereto as Exhibit "A", with Brunswick Hills Township.

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

PASSED: 1st Reading_____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

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

AGREEMENT FOR DISPATCH SERVICES

THIS AGREEMENT FOR DISPATCH SERVICES (the "Agreement") is entered into by and between the City of Brunswick (the "City") and Brunswick Hills Township (the "Township").

WHEREAS, on or about February 25, 2019, the parties hereto entered into an Agreement for Dispatch Services for a three (3) year period up to and including December 31, 2021.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto agrees as follows:

- 1) **Term.** This Agreement shall be for a term of three (3) years from January 1, 2022 (the "Effective Date") up to and including December 31, 2024 except as otherwise terminated as provided herein.
- 2) **City Responsibilities.** The City shall provide at its communication center, for the benefit of the residents of the area governed by the Township, such radio, telephone and other communications facilities as are, in the opinion of the City, necessary for the proper and efficient dispatch of safety and emergency services of the Township, including the following:
 - a) Receive phone calls for the Township's police and fire services, notify proper Township departments of pertinent data, and keep and maintain written documentation for each call generating a response identifying, to the extent available, the complainant, incident location, call type and related times.
 - b) Provide teletype access/information to the Township provided a signed LEADS agreement for service has been provided. This includes entering wanted persons, provided there is a copy of the warrant on file with the Township, stolen vehicles, articles, guns, etc., provided proper validation procedures are followed. In all teletype matters, LEADS/NCIC policies and restrictions will be followed. Printouts of all teletypes requested by a Township department will be provided in a mailbox in the communication center.
 - c) Provide paging services (not including pagers or monthly service fees) for Township safety personnel.
 - d) Review peak times for emergency call volume and adjust staffing accordingly, depending on staffing availability and operational considerations. City is limited to staffing availability and operational considerations re: staffing.
 - e) Implement a formal reporting/request process to request information, offer compliments about staff performance, or to request staff performance review. This form will detail how the request was handled and include a disposition for future reference.
- 3) **Township Responsibilities.** The Township agrees to the following:

- a) Submit a complete list of all licensed, compatible equipment to be used at the communication center, subject to the City's approval.
 - b) Radio procedures, codes and signals to be determined by the City only to maintain consistency with other Dispatch Service Agreements.
 - c) Provide the City with: (i) its personnel roster and duty schedules; (ii) emergency business listings; (iii) information on new roads, mobile home parks, businesses, Township utilities, personnel and courts and current Fire Division MABAS plans; and (iv) such other information as reasonably requested by the City.
 - d) Pick-up teletype printouts on a weekly basis.
 - e) Submit written procedures to be followed when: (i) the Township Police Division does not have a police unit on patrol; and/or (ii) the Township Fire Division is not staffed by a person in charge or has limited manpower or equipment available. Such written procedures shall include emergency contact information for each Division.
- 4) **Dispatch Advisory Committee.** A dispatch advisory committee consisting of one administrative officer from each of the police and fire agencies shall be established and shall meet quarterly to review operations.
- 5) **Compensation.** The Township shall pay the City the following for services provided pursuant to this Agreement:
- a) Year 1 - \$74,691.05
 - b) Year 2 - \$76,745.05
 - c) Year 3 - \$79,047.40

The amounts due under this Agreement shall be paid in full by the Township within thirty (30) calendar days of receipt of an annual invoice from the City.

In the event of termination by the City (with cause) or by the Township (without cause) to result in the current year payment being non-refundable. Otherwise, in the event of termination by the City (without cause) or by the Township (with cause) then the current year payment to be returned to the Township on a pro-rata basis.

- 6) **Default.** 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 thirty (30) calendar days to cure the default. If the default is not cured to the satisfaction of the non-defaulting party within such thirty (30) calendar day period, the non-defaulting party may terminate this Agreement.

- 7) **Termination.** This Agreement may be terminated without cause by either party upon ninety (90) days prior written notice.
- 8) **Assignment.** This Agreement is not assignable without the prior written consent of both parties hereto.
- 9) **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.
- 10) **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 Township, as follows:

Brunswick Hills Township
 Attn: Fiscal Officer
 1918 Pearl Road
 Brunswick, Ohio 44212

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

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement for Dispatch Services as of the dates indicated below.

CITY OF BRUNSWICK

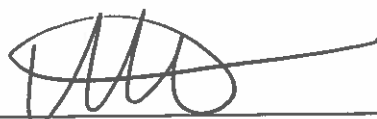
BRUNSWICK HILLS TOWNSHIP

Carl S. DeForest, City Manager


Christina Kusnerak, Trustee

Date: _____

Date: 6-8-21


Michael Esber, Trustee

Date: 6-8-21

John Witthuhn, Trustee

Date: _____

Approved as to form:

Approved as to form:

Kenneth J. Fisher, Law Director

By: _____

Title: _____

PROPOSED LEGISLATION



DATE: 6/28/2021

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

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

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 66-2021** - An emergency resolution approving the One Ohio Memorandum of Understanding relative to ongoing opioid litigation. – **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

BACKGROUND: This Council authorized the retention of special legal counsel to commence civil litigation against opioid drug manufacturers and distributors, which civil litigation has been initiated.

PURPOSE AND EXPLANATION: One Ohio Memorandum of Understanding to express the City of Brunswick's agreement and intent to participate in this agreement in its current form.

IMPLEMENTATION SCHEDULE:

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

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

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

To be considered by Council as an emergency measure with the suspension of rules on June 28, 2021.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 66-2021

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION APPROVING THE ONE OHIO MEMORANDUM OF UNDERSTANDING RELATIVE TO ONGOING OPIOID LITIGATION.

WHEREAS: This Council authorized the retention of special legal counsel to commence civil litigation against opioid drug manufacturers and distributors, which civil litigation has been initiated;

WHEREAS: Within the State of Ohio, discussions have occurred with the Governor, the Attorney General and local governments regarding the possibility of agreeing to an overall framework should a settlement be reached with opioid drug manufacturers and distributors; and

WHEREAS: The Governor, Attorney General and a majority of local governments and municipalities within the State of Ohio have agreed to that framework in the form of the “One Ohio Memorandum of Understanding” as attached hereto as Exhibit “A” and incorporated herein by reference.

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

SECTION 1: That “One Ohio Memorandum of Understanding” is hereby approved by this Council and that this resolution expresses the City of Brunswick’s agreement and intent to participate in this agreement in its current form.

SECTION 2: That the Clerk of Council is hereby directed to certify a copy of this Resolution and forward same to Attorneys Gregory Brown & Rand Nolen (Fleming Nolen & Jez LLP) and Jay Kelley (Elk & Elk), special legal counsel for the City, with the instructions to transmit same to the Governor and Attorney General of the State of Ohio.

SECTION 3: 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 participate in the framework detailed in the One Ohio Memorandum of Understanding. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____

Clerk of Council
Fijabi Julien-Gallam, CMC

ONE OHIO MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Ohio and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and,

Whereas, the State of Ohio, though its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance; and,

Whereas, the State of Ohio, through its Governor and Attorney General, and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Ohio;

Now therefore, the State and its Local Governments, subject to completing formal documents effectuating the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described.

A. Definitions

As used in this MOU:

1. "The State" shall mean the State of Ohio acting through its Governor and Attorney General.
2. "Local Government(s)" shall mean all counties, townships, cities and villages within the geographic boundaries of the State of Ohio.
3. "The Parties" shall mean the State of Ohio, the Local Governments and the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation.
4. "Negotiating Committee" shall mean a three-member group comprising one representative for each of (1) the State; (2) the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation ("PEC"); and (3) Ohio Local Governments (collectively, "Members"). The State shall be represented by the Ohio Attorney General or his designee. The PEC shall be represented by attorney Joe Rice or his designee. Ohio Local Governments shall be represented by attorney Frank Gallucci, or attorney Russell Budd or their designee.
5. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State, PEC and the Local Governments.

6. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this Memorandum of Understanding.
7. "Approved Purpose(s)" shall mean evidence-based forward-looking strategies, programming and services used to (i) expand the availability of treatment for individuals affected by substance use disorders, (ii) develop, promote and provide evidence-based substance use prevention strategies, (iii) provide substance use avoidance and awareness education, (iv) decrease the oversupply of licit and illicit opioids, and (v) support recovery from addiction services performed by qualified and appropriately licensed providers, as is further set forth in the agreed Opioid Abatement Strategies attached as Exhibit A. For purposes of the Local Government Share, "Approved Purpose(s)" will also include past expenditures.
8. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.
9. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

B. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with 30% going to Local Governments ("LG Share"), 55% to the Foundation (structure described below) ("Foundation Share"), and 15% to the Office of the Ohio Attorney General as Counsel for the State of Ohio ("State Share").
2. All Opioid Funds, regardless of allocation, shall be utilized in a manner consistent with the Approved Purposes definition. The LG Share may also be used for past expenditures so long as the expenditures were made for purposes consistent with the remaining provisions of the Approved Purposes definition. Prior to using any portion of the LG Share as restitution for past expenditures, a Local Government shall pass a resolution or take equivalent governmental action that explains its determination that its prior expenditures for Approved Purposes are greater than or equal to the amount of the LG Share that the Local Government seeks to use for restitution.
3. The division of Opioid Funds paid to Local Governments participating in an individual settlement shall be based on the allocation created and agreed to by the Local Governments which assigns each Local Government a percentage share of Opioid Funds. The allocations are set forth in Exhibit B. With respect to Opioid Funds, the allocation shall be static.
4. In the event a Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Local Government shall be redistributed equitably based on the

composition of the successor Local Government. If a Local Government for any reason is excluded from a specific settlement, the allocation percentage for that Local Government shall be redistributed equitably among the participating Local Governments.

5. If the LG Share is less than \$500, then that amount will instead be distributed to the county in which the Local Government lies to allow practical application of the abatement remedy.
6. Funds obtained from parties unrelated to the Litigation, via grant, bequest, gift or the like, separate and distinct from the Litigation, may be directed to the Foundation and disbursed as set forth below.
7. The LG Share shall be paid in cash and directly to Local Governments under a settlement or judgment, or through an administrator designated in the settlement documents who shall hold the funds in trust in a segregated account to benefit the Local Governments to be promptly distributed as set forth herein.
8. Nothing in this MOU should alter or change any Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties to seek and negotiate binding settlement or settlements with one or more defendants for all parties within Ohio.
9. Opioid Funds directed to the Foundation shall be used to benefit the local community consistent with the by-laws of the Foundation documents and disbursed as set forth below.
10. The State of Ohio and the Local Governments understand and acknowledge that additional steps should be undertaken to assist the Foundation in its mission, at a predictable level of funding, regardless of external factors.
11. The Parties will take the necessary steps to ensure there is the ability of a direct right of action under the expedited docket rules to the Ohio Supreme Court relative to any alleged abuse of discretion by the Foundation.

C. Payment of Counsel and Litigation Expenses

1. The Parties agree to establish a Local Government Fee Fund ("LGFF") to compensate counsel for Local Governments if the Parties cannot secure the separate payment of fees and associated litigation expenses for their counsel from a settling entity.
2. The LGFF shall be calculated by taking 11.05% of the total monetary component of any settlement accepted ("LGFF Amount"). Fees related to product or other items of value shall be addressed case by case.

3. The first 45% of the LGFF amount shall be drawn from the LG Share. The remaining 55% shall be drawn from the Foundation Share. No portion of the LGFF Amount may be assessed against or drawn from the State Share.
4. To the extent the Parties can secure the separate payment of fees and associated litigation expenses from a settling entity, the amount to be drawn for the LGFF will be proportionally reduced.
5. This LGFF Amount will be deposited into the LGFF and shall be divided with 60% being allocated to the National Prescription Opiate MDL ("M.D.L.") Common Benefit fund for fees and expenses and 40% to contingency fees.
6. Local Government contingent fee contracts shall be capped at 25% or the actual contract rate whichever is less. Eligible contingent fee contracts shall be executed as of March 6, 2020 and subject to review by the committee designated to oversee the Local Government Fee Fund.
7. Common Benefit awards will be coordinated as set forth in the M.D.L. Common Benefit Fee Order. Expenses will be addressed consistent with the manner utilized in the M.D.L.
8. Any balance left in the LGFF following the payment of fees shall revert to the Foundation.
9. Any attorney fees related to representation of the State of Ohio shall not be paid from the LGFF but paid directly from the State Share or through other sources.

D. The Foundation

1. The State of Ohio will be divided into 19 Regions (See attached Exhibit C). Eight of the regions will be single or two county metropolitan regions. Eleven of the regions will be multi-county, non-metropolitan regions.
2. Each Region shall create their own governance structure so it ensures all Local Governments have input and equitable representation regarding regional decisions including representation on the board and selection of projects to be funded from the region's Regional Share. The Expert Panel (defined below) may consult with and may make recommendations to Regions on projects to be funded. Regions shall have the responsibility to make decisions that will allocate funds to projects that will equitably serve the needs of the entire Region.
3. The Parties shall create a private 501(c)(3) foundation ("Foundation") with a governing board ("Board"), a panel of experts ("Expert Panel"), and such other regional entities as may be necessary for the purpose of receiving and disbursing Opioid Funds and other purposes as set forth both herein and in the documents establishing the Foundation. The Foundation will allow Local Governments to take

advantage of economies of scale and will partner with the State of Ohio to increase revenue streams.

4. **Board Composition**

a. The Board will consist of 29 members comprising representation from four classes:

- Six members selected by the State (five selected by the Governor and one selected by the Attorney General);
- Four members drawn from the Legislature
 - One representative selected by the President of the Ohio Senate;
 - One representative selected by the Ohio Senate Minority Leader;
 - One representative selected by the Speaker of the Ohio House of Representatives; and,
 - One representative selected by the Ohio House Minority Leader
- Eleven members with one member selected from each non-metropolitan Regions; and
- Eight members, with one member selected from each metropolitan Regions.

b. All board members shall serve as fiduciaries of the Foundation as required by Ohio Revised Code § 1702.30(B) governing directors of nonprofit corporations.

5. **Board terms will be staggered.** Five members, (one from each of the first three classes above, and two from the metropolitan class) will be appointed for an initial three-year term, eight members of the Board (two from the first class, including the Attorney General's representative, one from the second class, four from the third class, and one from the fourth class) will be appointed for an initial term of one year. The remaining members will be appointed for a two-year term. Board members may be reappointed. All subsequent terms will be for two years.

6. Eighteen members of the Board shall constitute a quorum. Members of the Board may participate in meetings by telephone or video conference or may select a

designee to attend and vote if the Board member is unavailable to attend a board meeting.

7. In all votes of the Board, a measure shall pass if a quorum is present, the measure receives the affirmative votes from a majority of those board members voting, and at least one member from each of the four classes of Board members votes in the affirmative.
8. The Foundation shall have an Executive Director appointed by the Governor.
 - a. The Governor shall appoint the Executive Director at his or her discretion from a list of three candidates provided to the Governor by the Board. If the Governor finds all three candidates to be unsatisfactory, the Governor may reject all three candidates and request the Board to provide three new persons to select from.
 - b. In choosing candidates to be submitted to the Governor, the Board shall seek candidates with at least six (6) years of experience in addiction, mental health and/or public health and who shall have management experience in those fields.
 - c. No funds derived from the Foundation Share shall be used to pay the Executive Director or any of the foundation staff in excess of the maximum range (range 42) of the Department of Administrative Services Exempt Schedule E2 or that schedule's successor.
 - d. The Executive Director shall serve as an ex officio, non-voting member of both the Board and the Expert Panel.
9. The Board shall appoint the Expert Panel. The Expert Panel shall consist of six members submitted by the Board Members representing the Local Governments, two members submitted by the Governor and one member submitted by the Attorney General. Expert Panel members may be members of Local Governments or the State. The Expert Panel will utilize experts in addiction, pain management, public health and other opioid related fields to make recommendations that will seek to ensure that all 19 regions can address the opioid epidemic both locally and statewide. Expert Panel members may also be members of the Foundation Board, but need not be.
10. The Foundation Board and the Regions shall be guided by the recognition that expenditures should ensure both the efficient and effective abatement of the opioid epidemic and the prevention of future addiction and substance misuse. In recognition of these core principles, the Board and the Regions shall endeavor to assure there are funds disbursed each year to support evidence-based substance abuse/misuse prevention efforts.

11. Disbursement of Foundation Funds by the Board

- a. The Foundation Board shall develop and approve procedures for the disbursement of Opioid Funds of the Foundation consistent with this Memorandum of Understanding.
- b. Funds for statewide programs, innovation, research, and education may also be expended by the Foundation. Any statewide programs funded from the Foundation Share would be only as directed by an affirmative vote of the Board as set forth in paragraph D(7) above. Expenditures for these purposes may also be funded by the Foundation with funds received from either the State Share (as directed by the State) or from sources other than Opioid Funds as provided in paragraph 14 below.
- c. Funds approved for disbursement to the nineteen Regions shall be allocated based on each Region's share of Opioid Funds ("Regional Share"). Each Regional Share shall be calculated by summing the individual percentage shares of the Local Governments within that Region as set forth in Exhibit B. The Regional Shares for each Region are set forth in Exhibit D.
- d. Regions may collaborate with other Regions to submit joint proposals to be paid for from the Regional Shares of two or more Regions for the use of those Regions.
- e. The Foundation's procedures shall set forth the role of the Expert Panel and the Board in advising, determining, and/or approving disbursements of Opioid Funds for Approved Purposes by either the Board or the Regions. Proposed disbursements to Regions of Regional Shares shall be reviewed only to determine whether the proposed disbursement meets the criteria for Approved Purposes.
- f. Within 90 days of the first receipt of any Opioid Funds and annually thereafter, the Board, assisted by its investment advisors and Expert Panel, shall determine the amount and timing of Foundation funds to be distributed as Regional Shares. In making this determination, the Board shall consider: (a) Pending requests for Opioid Funds from Regions; (b) the total Opioid Funds available; (c) the timing of anticipated receipts of future Opioid Funds; (d) non-Opioid Funds received by the Foundation; and (e) investment income. The Foundation may disburse its principal and interest with the aim towards an efficient, expeditious abatement of the Opioid crisis considering long term and short term strategies.
- g. Votes of the Board on the disbursement and expenditure of funds shall, as with all board votes, be subject to the voting procedures in Section D(7) above. The proposed procedures should provide for the Board to hear appeals by Local Governments from any denials of requested use of funds.

12. The Foundation, Expert Panel, and any other entities under the supervision of the Foundation shall operate in a transparent manner. Meetings shall be open, and documents shall be public to the same extent they would be if the Foundation was a public entity. All operations of the Foundation and all Foundation supervised entities shall be subject to audit. The bylaws of the Foundation Board regarding governance of the Board as adopted by the Board, may clarify any other provisions in this MOU except this subsection. This substantive portion of this subsection shall be restated in the bylaws.
13. The Foundation shall consult with a professional investment advisor to adopt a Foundation investment policy that will seek to assure that the Foundation's investments are appropriate, prudent, and consistent with best practices for investments of public funds. The investment policy shall be designed to meet the Foundation's long and short-term goals.
14. The Foundation and any Foundation supervised entity may receive funds including stocks, bonds, real property and cash in addition to the proceeds of the Litigation. These additional funds shall be subject only to the limitations, if any, contained in the individual award, grant, donation, gift, bequest or deposit consistent with the mission of the foundation.

E. Settlement Negotiations

1. All Members of the Negotiating Committee, and their respective representatives, shall be notified of and provided the opportunity to participate in all negotiations relating to any Ohio-specific Settlement with a Pharmaceutical Supply Chain Participant.
2. No Settlement Proposal can be accepted for presentation to Local Governments or the State under this MOU over the objection of any of the three Members of the Negotiating Committee. The Chair shall poll the Committee Members at the conclusion of discussions of any potential settlement proposal to determine whether such objections exist. Although multiple individuals may be present on a Member's behalf, for polling purposes each Member is a single entity with a single voice.
3. Any Settlement Proposal accepted by the Negotiating Committee shall be subject to approval by Local Governments and the State.
4. As this is an "All Ohio" effort, the Committee shall be Chaired by the Attorney General. However, no one member of the Negotiating Committee is authorized to speak publicly on behalf of the Negotiating Committee without consent from the other Committee Members.
5. The State of Ohio, the PEC or the Local Governments may withdraw from coordinated Settlement discussions detailed in this Section upon 5 days' written

notice to the remaining Committee Members and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Member releases the remaining Committee Members from the restrictions and obligations in this Section.

6. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case specific resolution with that particular Pharmaceutical Supply Chain Participant.

Acknowledgment of Agreement

We the undersigned have participated in the drafting of the above Memorandum of Understanding including consideration based on comments solicited from Local Governments. This document has been collaboratively drafted to maintain all individual claims while allowing the State and Local Governments to cooperate in exploring all possible means of resolution. Nothing in this agreement binds any party to a specific outcome. Any resolution under this document will require acceptance by the State of Ohio and the Local Governments.

FOR THE STATE OF OHIO:


Mike DeWine, Governor


Dave Yost, Attorney General

**FOR THE LOCAL GOVERNMENTS AND
PLAINTIFFS' EXECUTIVE COMMITTEE:**

Frank L. Gallucci III
Plevin & Gallucci Co., LPA

Anthony J. Majestro
Powell & Majestro PLLC

Michelle Kranz
Zoll & Kranz, LLC

Donald W. Davis, Jr.
Brennan, Manna & Diamond, LLC

Joe Rice
Motley Rice, LLC

Russell Budd
Baron & Budd, PC

Robert R. Miller
Oths, Heiser, Miller, Waigland
& Clagg, LLC

D. Dale Seif, Jr.
Seif & McNamee, LLC

James Lowe
Lowe, Eklund & Wakefield Co., LPA

Peter H. Weinberger
Dustin Herman
Spangenberg, Shibley & Liber LLP

Kevin M. Butler
Law Offices of Kevin M. Butler

We the undersigned **ACCEPT / REJECT** (Circle One) the One Ohio Memorandum of Understanding (“MOU”). We understand that the purpose of this MOU is to permit collaboration between the State of Ohio and Local Governments to explore and potentially effectuating earlier resolution of the Opioid Litigation against Pharmaceutical Supply Chain Participants. We also understand that an additional purpose is to create an effective means of distributing any potential settlement funds obtained under this MOU between the State of Ohio and Local Governments in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic throughout Ohio.

