BRUNSWICK CITY COUNCIL AGENDA

Brandon Lambert Ward 3	Kristy Piper At-Large	Tim Smith At-Large	Kenneth Fisher Law Director	Carl S. DeForest City Manager	Ron Falconi Mayor	Laura Timura Clerk of Council	Michael Abella Jr. Ward 1	Nicholas Hanek Ward 2	Jospeh Delsanter At-Large	Anthony Capretta Ward 4

Administration Representatives

JANUARY 10, 2022

1. Prayer and Pledge of Allegiance

2. Roll Call of Members

3. Correspondence

4. Approval of Regular Council Meeting Minutes dated December 20, 2021.

5. Mayor's Report:
   (a) Mayor's Court Financial Report for the month ending December 2021 will be posted on the website and added to the minutes for the record;
   (b) Mayor's Update
   (c) Motion to approve the Mayor's recommendation to appoint Alex Ambrose to the Commemorative Affairs Board.
   (d) Proclamation in recognition of Donut Land's 50th anniversary

6. Clerk of Council's Report

7. Council Committee Reports:

   Economic Development Committee..Mr. Hanek

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

      Services, Utilities, Technology & Cable Committee Meeting Minutes dated December 13, 2021

   Finance Committee...

      Finance Committee Meeting Minutes dated December 13, 2021

   Safety & Environment Committee..Mr. Capretta

      Safety & Environment Committee Meeting Minutes dated December 20, 2021

   Planning & Zoning Committee...Mr. Delsanter

   Parks, Recreation & Community Committee...

Building & Building Code Committee..

8. Other Committees, Boards and Commissions

   (a) Committee-of-the-Whole Meeting Minutes dated November 8, 2021
   (b) Committee-of-the-Whole Meeting Minutes dated December 13, 2021
   (c) Committee-of-the-Whole Meeting Minutes dated December 20, 2021

9. Petitions from the Public on Legislation

10. Reading of Legislation and Action on Legislation:

a. 3rd Reading(s)

ORD. NO. 107-2021 - An ordinance establishing Section 1260.04(x) of the Codified Ordinances of the City of Brunswick by conditionally permitting small box discount stores in the C-G General Commercial District. - **3rd Reading** (Planning and Zoning Committee, *Administration/Grant Aungst*

ORD. NO. 118-2021 - An emergency ordinance establishing Section 606.30 of the City of Brunswick Codified Ordinances by prohibiting unauthorized use of City logos, the seal of City Council and/or approved Safety Department emblems - **3rd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest)*

b. 2nd Reading(s)

c. 1st Reading(s)

RES. NO. 1-2022 - An emergency resolution granting consent to the Director of the Ohio Department of Transportation to complete lighting luminaire replacements and a lighting tower replacement on Interstate 71. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Matt Jones)*

RES. NO. 2-2022 - An emergency resolution authorizing the City Manager to enter into an agreement with the Ohio Department of Natural Resources for the Healey Creek Flood Mitigation-Magnolia Storm Relief Sewer Project. - **1st Reading -** (To be brought from Committee-of-the-Whole, *Administration/Matt Jones)*

RES. NO. **3-2022** - An emergency resolution authorizing the City Manager to enter into a Housing Revolving Loan Fund Administration Agreement with the Ohio Department of Development. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Grant Aungst)*

11. City Manager's Report

12. Administrative Departments

13. Open Forum

14. Unfinished Business

15. New Business

16. Adjournment

SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

December 13, 2021

IN ATTENDANCE:

Chairman Michael Abella Jr., Committee Member Brian Ousley, Committee Member Anthony Capretta, Tom Miller, Joseph Delsanter, Nicholas Hanek, Valerie Zak, Law Director Ken Fisher, City Engineer Matt Jones, Finance Director Todd Fischer, Service Director Paul Barnett, Council Elect Brandon Lambert, Council Clerk Laura Timura, One Digital Ohio- Dino Sciulli, News Media.

The meeting convened at 6:13 p.m.

DISCUSSION ITEMS:

RES. NO. 124-2021 - An emergency resolution pledging cooperation with the Ohio Department of Transportation on the State Route 303 Signal Timing project. – **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones)*

City Engineer Matt Jones said ODOT has a program where they look at high traffic, high incidence of delays, bottle necks, accident frequency, etc. The City primarily wants to look at the incidents of bottle necks on 303.They have a program in place that allows them to come in and analyze the signal timing. Mr. Jones said they can come in and put a new timing system in place that is compatible with our coordinated signal system on 303. The only catch is that they require we keep their timing program in place for a year, unless we find a major problem that they need to fix. This is of no cost to the City. Mr. Abella asked if this would be for every light. Mr. Jones explained that this would be for every light on 303. He then stated that the light by Warren Drive has been impacted by the construction and he is working on the timing of the light by Old Eagle. This program does not impact oversight ability. The City would still have the same hardware in place.

Mr. Capretta made a motion to move Resolution Number 124-2021 to tonight's City Council agenda as emergency, with suspension of the rules. Vote - 3 Ayes, 0 Nays.

RES. NO. 125-2021 – An emergency resolution authorizing the City Manager to enter into a contract with S.E.T., Inc. for construction of the Miner Drive Storm Sewers project in the amount of $1,023,007.00 – **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones)*

Mr. Jones said that this was bid in July. There have been a couple minor changes to the pipe specifications and the completion date has been extended. They are calling for substantial completion by September. This has greatly decreased the cost of the project by over $100,000. The original bid was roughly $1,138,000 so the project will be about $115,000 less. Mr. Miller said this is about a 9.4% savings.

Mr. Ousley made a motion to move Resolution Number 125-2021 to tonight's City Council agenda as emergency, with suspension of the rules. Vote - 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Ousley asked Matt Jones if he was able to work with the county or the township to get a reduced speed limit sign on Sleepy Hollow from 45 mph to 35 mph. Mr. Jones said he has not gotten to that project yet. Mr. Ousley expressed concern about the visibility of the crosswalk from the bottom of the hill. Mr. Jones explained that a sign 250 feet prior to speed change is standard.

ADJOURNMENT:

Being no further business, Mr. Ousley moved to adjourn at 6:20 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

Michael Abella Jr.
Chairman

SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

December 13, 2021

IN ATTENDANCE:

Chairman Michael Abella Jr., Committee Member Brian Ousley, Committee Member Anthony Capretta, Tom Miller, Joseph Delsanter, Nicholas Hanek, Valerie Zak, Law Director Ken Fisher, City Engineer Matt Jones, Finance Director Todd Fischer, Service Director Paul Barnett, Council Elect Brandon Lambert, Council Clerk Laura Timura, One Digital Ohio- Dino Sciulli, News Media.

The meeting convened at 6:13 p.m.

DISCUSSION ITEMS:

RES. NO. 124-2021 - An emergency resolution pledging cooperation with the Ohio Department of Transportation on the State Route 303 Signal Timing project. – **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones)*

City Engineer Matt Jones said ODOT has a program where they look at high traffic, high incidence of delays, bottle necks, accident frequency, etc. The City primarily wants to look at the incidents of bottle necks on 303.They have a program in place that allows them to come in and analyze the signal timing. Mr. Jones said they can come in and put a new timing system in place that is compatible with our coordinated signal system on 303. The only catch is that they require we keep their timing program in place for a year, unless we find a major problem that they need to fix. This is of no cost to the City. Mr. Abella asked if this would be for every light. Mr. Jones explained that this would be for every light on 303. He then stated that the light by Warren Drive has been impacted by the construction and he is working on the timing of the light by Old Eagle. This program does not impact oversight ability. The City would still have the same hardware in place.

Mr. Capretta made a motion to move Resolution Number 124-2021 to tonight's City Council agenda as emergency, with suspension of the rules. Vote - 3 Ayes, 0 Nays.

RES. NO. 125-2021 – An emergency resolution authorizing the City Manager to enter into a contract with S.E.T., Inc. for construction of the Miner Drive Storm Sewers project in the amount of $1,023,007.00 – **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones)*

Mr. Jones said that this was bid in July. There have been a couple minor changes to the pipe specifications and the completion date has been extended. They are calling for substantial completion by September. This has greatly decreased the cost of the project by over $100,000. The original bid was roughly $1,138,000 so the project will be about $115,000 less. Mr. Miller said this is about a 9.4% savings.

Mr. Ousley made a motion to move Resolution Number 125-2021 to tonight's City Council agenda as emergency, with suspension of the rules. Vote - 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Ousley asked Matt Jones if he was able to work with the county or the township to get a reduced speed limit sign on Sleepy Hollow from 45 mph to 35 mph. Mr. Jones said he has not gotten to that project yet. Mr. Ousley expressed concern about the visibility of the crosswalk from the bottom of the hill. Mr. Jones explained that a sign 250 feet prior to speed change is standard.

ADJOURNMENT:

Being no further business, Mr. Ousley moved to adjourn at 6:20 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

Michael Abella Jr.
Chairman

FINANCE COMMITTEE MEETING

December 13, 2021

IN ATTENDANCE: Chairman Thomas Miller, Committee Member Valerie Zak, Committee Member Joseph Delsanter, Anthony Capretta, Michael Abella Jr., Nicholas Hanek, Brian Ousley, Service Director Paul Barnett, Law Director Ken Fisher, Finance Director Todd Fischer, City Engineer Matt Jones, Council Elect Brandon Lambert, Council Clerk Laura Timura, One Digital Ohio- Dino Sciulli, News Media.

The meeting convened at 6:11 p.m.

DISCUSSION ITEMS:

RES. NO. 119-2021 – An emergency resolution requesting an advance release of property tax revenue funds from the Medina County Treasurer collected for the benefit of the City of Brunswick. - **1st Reading** (To be brought from Finance Committee, *Administration*/*Todd Fischer*)

Todd Fischer explained that they are looking to pass this resolution with emergency, suspension of the rules. He explained that Medina County bills our property taxes. He said that under state law, if the City wants their money as quickly as possible, they need to pass this legislation so they can earn interest on the funds.

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

GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

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

Respectfully submitted,

Tom Miller

Thomas Miller
Chairman

SAFETY & ENVIRONMENT COMMITTEE MEETING

December 20, 2021

IN ATTENDANCE:

Chairman Anthony Capretta, Committee Member Valerie Zak, Committee Member Michael Abella Jr., Joseph Delsanter, Nicholas Hanek, Tom Miller, Brian Ousley, City Manager/Safety Director Carl DeForest, Law Director Ken Fisher, Lieutenant Bob Safran, City Engineer Matt Jones, Acting Council Clerk Pam Plavecski, News Media.

The meeting convened at 6:24 p.m.

DISCUSSION ITEMS:

(a) **RES. NO. 126-2021 –** An emergency resolution authorizing the city manager to enter into contract for various Police and Fire software maintenance in an amount not to exceed $40,000 with TAC Computers. – **1st Reading** (To be brought from Safety & Environment Committee, *Administration/Chief Ohlin)*

Lieutenant Bob Safran said that TAC Computers is a CAD system and records management software system that the police department has been using since 1996. This is budgeted in their 2022 budget. Lieutenant Safran noted that some of the interfaces for the police side of things came in a little higher for the Ohio Incident Based Reporting System. This cost also covers the fire side of things. He said this is a multiagency CAD system, which means they dispatch for both Brunswick and Brunswick Hills.

Mrs. Zak motioned to move Resolution Number 126-2021 to tonight's Council agenda as emergency, with suspension of the rules. Vote – 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

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

Respectfully submitted,

Anthony P. Capretta

Anthony Capretta
Chairman

COMMITTEE OF THE WHOLE MEETING

November 8, 2021

- **IN ATTENDANCE:** Committee Member Joseph Delsanter, Committee Member Michael Abella Jr., Committee Member Valerie Zak, Committee Member Thomas Miller, Committee Member Nicholas Hanek, Committee Member Anthony Capretta, Acting Law Director Dennis Nevar, City Manager/Safety Director Carl DeForest, Comm. & Econ Development Director Grant Aungst, City Engineer Matt Jones, Assistant Council Clerk Elana Green, Clerk of Council Laura Timura

The meeting convened at 6:33 p.m.

A motion was made by Mr. Hanek to excuse Mr. Capretta and Mr. Ousley for just cause. Vote – 5 Ayes, 0 Nays. Motion Carried

DISCUSSION ITEMS

There are none.

MOTION ITEMS:

(a) Motion authorizing the City Manager to advertise for public bids for the Magnolia Drive Storm Relief Sewer project.

Mr. Jones said this came out of the Healey Creek Watershed Study. He said they received a $500,000 Section 319 grant, which goes through ODNR. They are going to put in a storm sewer, which will run from west to east along the northside of Magnolia. This will pick up the lines that run from Normandy, Claremont and Melbourne and divert those away from the existing line on Magnolia. This will provide more capacity on Magnolia. Mr. Jones explained that that line will outlet into the Aster Place detention basin, which gives opportunity, in the future, to increase capacity there. He said they are looking at $640,000 as their estimate with construction contingencies.

Mr. Miller asked, if the Aster Place retention basin is at the end of Magnolia near North Park. Mr. Jones verified that this is the location.

Mr. Abella asked that the record reflect that Councilman Capretta is now present.

Mr. Jones stated that he will obtain an alternate bid, if prices come in low enough, to do one more improvements to the line at the corner of Westchester and Magnolia. This will include upsizing and reconstructing at the head wall, but only if enough money comes in.

Mr. Delsanter asked what the time line is. Mr. Jones believes it has to be built by early summer, based on restrictions of the grant. Mr. Jones said he plans to begin bidding in a couple of weeks.

Mr. Delsanter moved that the City Manager advertise for public bids for the Magnolia Drive Storm Relief Sewer project. Vote - 6 Ayes, 0 Nays. Motion Carried.

REVIEW LEGISLATION

ORD. NO. 107-2021 – An ordinance establishing Section 1260.04(x) of the Codified Ordinances of the City of Brunswick by conditionally permitting small box discount stores in the C-G General Commercial District. – **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst)*

Mr. Aungst said Council has previously reviewed defining what a small box discount store is. This came about due to concerns that the City will end up with many of this style of store. He explained that this type of store could go into place, if they had fresh food. Mr. Aungst noted that this helps us long term for strategically placing these stores in the appropriate locations. Mr. Aungst stated that this legislation would go back to planning commission for review after Council and then back to Council for 2 additional readings.

Mr. Delsanter asked how this would affect our thrift stores. Mr. Aungst said this is designed for specific types of retail stores and would not affect our thrift stores.

Mr. Delsanter moved Ordinance Number 107-2021 to tonight's Council agenda for 3 readings. Vote - 6 Ayes, 0 Nays. Motion Carried.

ORD. NO. 108-2021 An emergency ordinance reappointing the four (4) wards of the City of Brunswick. **1st Reading** (To be brought from Committee-of-the-Whole/*Administration Carl Deforest/Ken Fischer)*

Mr. Nevar said that after every federal census we receive a proclamation from the Ohio Secretary of State detailing the total population of the City. Part of the requirements of the Charter, is that Council must reapportion the 4 wards, so that each ward is nearly equal in population to the extent reasonably possible. Mr. Nevar said the City's engineer came up with an updated ward map with legal descriptions. He asks for 3 readings with emergency to pass on the third reading.

Mr. Abella asked what the major changes are. Mr. Jones said that there is a section north of Francis and Sandford that was previously in Ward 1 that is being moved to Ward 3. He also said that in Ward 1, everything south of 303 and east of South Carpenter is being transferred to Ward 2. In the Stone Creek neighborhood, some of this neighborhood would go out of Ward 4 and into Ward 3. Mr. Abella asked that a description of the Ward changes be emailed to Council along with a new map.

Mr. Hanek moved Ordinance Number 108-2021 to tonight's Council Agenda as emergency with suspension of the rules for 3 readings. Vote – 6 Ayes, 0 Nays.

GENERAL DISCUSSION

Mr. Capretta said he will have a Safety Meeting to discuss car break-ins. He is receiving a great number of calls pertaining to car break-ins. Mr. Abella also indicated that there have been more breaks-ins. He wants to let the public know that there is a plan out there and it is being addressed. He noted that the police are great and that this is an epidemic. He wants to let the residents know what they can do.

There will be an executive session as part of the Council Meeting.

EXECUTIVE SESSION:

Mr. Hanek made a motion to go into Executive Session for the purpose to discuss the appointment, employment, dismissal, discipline, demotion or compensation of a public employee, seconded by Mr. Miller. Roll Call – Ayes – 6, Mr. Hanek, Mrs. Zak, Mr. Abella Jr., Mr. Capretta. Mr. Delsanter, Mr. Miller. Nays – 0. Motion Carried.

Mr. Miller moved to adjourn from Executive Session, seconded by Mr. Hanek. Roll Call – Ayes - 6, Mr. Miller, Mr. Delsanter, Mr. Hanek, Mr. Abella Jr., Mr. Capretta, Mrs. Zak. Nays – 0. Motion Carried.

ADJOURNMENT:

Being no further business, Mrs. Zak moved to adjourn the Committee of the Whole Meeting at 7:00 p.m. Vote – 6 Ayes, 0 Nays.

Respectfully submitted,

Laura Timura

Clerk of Council

COMMITTEE OF THE WHOLE MEETING

December 13, 2021

IN ATTENDANCE: Committee Member Joseph Delsanter, Committee Member Michael Abella Jr., Committee Member Anthony Capretta, Committee Member Nicholas Hanek, Committee Member Valerie Zak, Committee Member Thomas Miller, Committee Member Brian Ousley, Law Director Ken Fisher, City Engineer Matt Jones, Finance Director Todd Fischer, Service Director Paul Barnett, Council Elect Brandon Lambert, Council Clerk Laura Timura, One Digital Ohio- Dino Sciulli, News Media

The meeting convened at 6:20 p.m.

DISCUSSION ITEMS

There are none.

MOTION ITEMS:

(a) A motion to allow the City Manager/Safety Director to enter into a contract with OneDigital to provide health care consulting services.

Paul Barnett explained that the City has worked with OneDigital also referred to as DS Benefits Group for 10 years. The contract price has not changed. It is normally billed as $20,000 per year, but will now be billed as $19,500 per year and $500 per year for COBRA. COBRA is being billed separately for accounting purposes.

Mr. Barnett said we have a 2-month moratorium. During the months of November and December, there was no premium. This was roughly a savings of $400,000. He explained that the decrease is due to a lower than expected number of events. Because we saved them money, we saved money.

Mr. Sciulli said they are committed to Medina. One Digital has grown the number of employees and they are hiring additional employees to serve Medina. The major hubs are Medina, Cleveland and Sandusky. This is a stronger and broader team. Mr. Sciulli clarified that he is an owner of the company.

Mr. Hanek made a motion to allow the City Manager/Safety Director to enter into a contract with OneDigital to provide health care consulting services. Vote – 7 Ayes, 0 Nays.

(b) A motion to allow City Manager/Safety Director to enter into an agreement with HR Group LLC to administer the city's COBRA services

Mr. Hanek made a motion to allow the City Manager/Safety Director to enter into an agreement with HR Group LLC to administer the city's COBRA services. Vote – 7 Ayes, 0 Nays.

(c) Motion authorizing a change order in the amount of $39,579.46 to Set in Stone Contracting, LLC for the Old Eagle Drive Reconstruction project.

Matt Jones said the majority of the additional costs with this project had to do with unforeseen drainage issues. There were a number of structures that they did not know were there until they started digging up the road. There were also a number of structures that they thought were in better condition and they ended up needing adjust or make other modifications to them.

Mr. Jones anticipates one more change order on this project. There was a slight overage in the asphalt quantity.

Mr. Ousley asked if the asphalt path will include an asphalt walking path. Mr. Jones said this will be a future northerly extension of the Plum Creek greenway. Phase III of the greenway will tie into the existing path on Brunswick Lake Parkway by the lake.

Mr. Ousley made a motion authorizing a change order in the amount of $39,579.46 to Set in Stone Contracting, LLC for the Old Eagle Drive Reconstruction project. Vote – 7 Ayes, 0 Nays.

REVIEW LEGISLATION:

RES. NO. 117-2021 - A resolution with emergency and suspension of the rules authorizing the City Manager to enter into agreement with the Northeast Ohio Areawide Coordinating Agency (NOACA) to furnish, install and provide software support for 5 years for the installation of electric vehicle charging stations at City Hall **- 1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Paul Barnett)*

Mr. Barnett said Volkswagen modified their vehicles and cheated on the emissions. The government went after them. This is money from that Volkswagen settlement. NOACA got the money and it has to go toward improving the environment. They have about 50 locations over 5 counties that they are going to be installing vehicle charging stations. Brunswick was selected as one of those locations. It has to be on City property. Mr. Barnett said the front parking lot of City Hall would have 2 chargers with 2 ports. One of the chargers would include a fast charger that charges within 30 to 40 minutes and has 2 ports. The chargers would be available to citizens some time in 2022. There will be a credit card attached to it. Mr. Barnett said our intent is to set up charges to recoup our costs for electricity. The software and 5 years of maintenance come with the program at no cost to us. We will work with Finance to determine what the charge will be for the charging station.

Mr. Abella asked if the rates for our charger will be lower than what they will spend elsewhere. He asked if there are any safety risks with increased traffic coming in and out. Mr. Barnett said he feels the increased traffic would be very low. Mr. Abella expressed concerns that the traffic would not be low, if this is the only charging station in town. Mr. Barnett said even if it were free, the traffic would still be low, because it takes a long period of time to charge your vehicle. There will be an app that will tell people if the charging station is being used or if it is available. We will be able to charge 2 vehicles with the fast charge and 2 with the normal charge.

Mr. Miller stated that Lodi is getting 1 charging station, Medina will have 2 charging stations, Wadsworth will have 1 charging station and Brunswick will have 1 charging station. He asked if there has been any agreement amongst the 5 locations as to what should be charged. Mr. Barnett said we do not know, if they are charging yet. When he gets closer to that point, he can check. The vendor will also have recommendations and will tell them what a charge will cost the City in electricity. They will then coordinate the cost with finance.

Mr. Delsanter asked about maintenance contracts. Mr. Barnett said they will pay for the maintenance program and software for 5 years. There will also be designated parking spots for the charging stations.

Mr. Abella asked what we will do if we get overage fees. Mr. Barnett recommends we save any overage fees for a maintenance account. Mr. Abella suggested a fund be established to build a reserve to pay for maintenance. Mr. Delsanter recommended we do a study over the next 5 years to determine maintenance costs.

Mr. Ousley said we should advertise that this is available. He asked if city vehicles would be electric in the future. Mr. Barnett said eventually they will need to be electric. He said City vehicles are ideal for this as they are only driving locally.

Mr. Hanek made a motion to moved Resolution Number 117-2021 to tonight's Council agenda as emergency, with suspension of the rules. Vote – 7 Ayes, 0 Nays.

ORD. NO. 118-2021 - An emergency ordinance establishing Section 606.30 of the City of Brunswick Codified Ordinances by prohibiting unauthorized use of City logos, the seal of City Council and/or approved Safety Department emblems - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Carl DeForest)*

Ken Fisher explained that the use of the City logo is not restricted. He said that, if a magazine or publication uses the City logo, the implication is that the publication came from the City. This ordinance is preventing the City logo from being used for commercial purposes by third parties.

Mr. Ousley asked if this would restrict councilmen from taking a picture by the City logo. Mr. Fisher said it would depend on how it was used. You cannot use the logo to infer that the City supports or endorses you. Mr. Fisher indicated that merely taking a picture by the logo does not necessarily infer that you are endorsed by City. The Mayor also expressed concerns that the proposed ordinance would not allow him to publish a photo of himself next to a City logo. Mr. Abella said you cannot produce a piece of literature with the logo, if you are not affiliated with the City.

Mr. Fisher said the intent is not to interfere with anyone's first amendment rights. The purpose is to regulate our logo. He recommends they refer it to committee. Mr. Abella said he will move to second reading and refer this to Economic Development committee.

Mr. Hanek moved Ordinance Number 118-2021 to tonight's agenda for first reading. Vote – 7 Ayes, 0 Nays.

ORD. NO. 120-2021 - An emergency ordinance amending Ordinance No. 152-99 to remove expense compensation provisions for the members of the Board of Commemorative Affairs- **1st Reading** (To be brought from Committee-of-the Whole, *Administration/Ken Fisher)*

Mr. Fisher explained that this would remove the $35 per meeting expense reimbursement for members of the Board of Commemorative Affairs as requested by the Mayor. Mayor Ron Falconi said he is trying to bring back the Board of Commemorative Affairs. Mr. Fisher also said we are reducing the minimum number of members from 10 to 3 members. Mayor Ron Falconi said that it is difficult to get 10 members and he does have 3 candidates already.

ORD. NO. 121-2021 - An emergency ordinance amending Section 282.01(a) of the City of Brunswick Codified Ordinances to reduce the membership of the Board of Commemorative Affairs - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration, Ken Fisher)*

Mr. Hanek made a motion to move both Ordinance 120-2021 and Ordinance 121-2021 to tonight's Council agenda as an emergency, with suspension of the rules. Vote – 7 Ayes, 0 Nays.

RES. NO. 122-2021- An emergency resolution authorizing the City Manager to enter into a one (1) year contract with the Jefferson Health Plan (through Medical Mutual of Ohio) for the provision of major medical health insurance and prescription coverage for all full-time employees from January 1, 2022 through December 31, 2022. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Jim Foster*)

Mr. Barnett explained there is no increase in contract fees.

RES. NO. 123-2021 - An emergency resolution authorizing the City Manager to enter into a one (1) year contract with MetLife for the provision of dental insurance coverage for all full-time employees from January 1, 2022 through December 31, 2022. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Carl DeForest*)

Mr. Delsanter made a motion to move both Resolution Number 122-2021 and Resolution 123-2021 as emergency, with suspension of the rules. Vote – 7 Ayes, 0 Nays.

GENERAL DISCUSSION

Mr. Fisher asked if there were any questions regarding Ordinance Number 108-2021 that they be discussed. This ordinance is on the Council agenda for third reading. Council did not have any questions.

ADJOURNMENT:

Being no further business, Mrs. Zak moved to adjourn the Committee of the Whole Meeting at 6:56 p.m. Vote – 7 Ayes, 0 Nays.

Respectfully submitted,

Laura Timura, Clerk of Council

COMMITTEE OF THE WHOLE MEETING

December 20, 2021

IN ATTENDANCE: Committee Member Joseph Delsanter, Committee Member Michael Abella Jr., Committee Member Anthony Capretta, Committee Member Nicholas Hanek, Committee Member Valerie Zak, Committee Member Thomas Miller, Committee Member Brian Ousley, City Manager/Safety Director Carl DeForest, Law Director Ken Fisher, City Engineer Matt Jones, Acting Council Clerk Pam Plavecski, News Media

The meeting convened at 6:27 p.m.

DISCUSSION ITEMS

There are none.

MOTION ITEMS:

There was none.

REVIEW LEGISLATION:

RES. NO. 127-2021 – An emergency resolution pledging cooperation with the Ohio Department of Transportation and appropriating funds for the US 42 (Pearl Road) Resurfacing Project (ODOT PID 112568) **- 1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Matt Jones)*

Mr. Jones said this is the final legislation ODOT requires before the starting of a project that is a collaboration between ODOT and an LPA (city or local agency). This authorizes us to enter into a contract with the State that provides for the payment of the City's portion of the project and also appropriates the funds.

Mr. Miller made a motion to moved Resolution Number 127-2021 as an emergency resolution to tonight's Council agenda as emergency, with suspension of the rules. Vote – 7 Ayes, 0 Nays.

GENERAL DISCUSSION

There was none.

ADJOURNMENT:

Being no further business, Mr. Miller moved to adjourn the Committee of the Whole Meeting at 6:30 p.m. Vote – 7 Ayes, 0 Nays.

Respectfully submitted,

Laura Timura, Clerk of Council

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE:	11/8/2021
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. 107-2021** - An ordinance establishing Section 1260.04(x) of the Codified Ordinances of the City of Brunswick by conditionally permitting small box discount stores in the C-G General Commercial District. **1st Reading** (To be brought from Planning and Zoning Committee, *Administration/Grant Aungst*
BACKGROUND:	In order to regulate the location of small box discount stores, Section 1260.04(x) of the Codified Ordinances of the City of Brunswick has been established which will conditionally permit this type of store only in the C-G General Commercial District, subject to a minimum distance of 10,560 feet (2 miles) between each small box discount store.
PURPOSE AND EXPLANATION:	The regulation of small box discount stores is in accordance with the recommendations of the Advance Brunswick 2020 Comprehensive Plan Update.
IMPLEMENTATION SCHEDULE:	First reading on November 8, 2021; then refer back to the Planning Commission for a public hearing.
FINANCIAL INFORMATION:	
FINANCIAL SUMMARY:	
RECOMMENDED ACTION:	

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

If emergency or suspension of the rules, why the request?
Recommend adoption.

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. _________

BY:

AN ORDINANCE ESTABLISHING SECTION 1260.04(x) OF THE CODIFIED ORDINANCES OF THE CITY OF BRUNSWICK BY CONDITIONALLY PERMITTING SMALL BOX DISCOUNT STORES IN THE C-G GENERAL COMMERCIAL DISTRICT.

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

SECTION 1: That Section 1260.04(x) of the Codified Ordinances is hereby established to read as follows:

"(x) Small Box Discount Stores, as defined in Codified Ordinance Section 1242.02(76.1), subject to a minimum distance of 10,560 feet between each Small Box Discount Store."

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

PASSED: 1st Reading_________________________

2nd Reading________________________

3rd Reading________________________

ADOPTED: _________________ AYES ___________ NAYS ___________

ATTEST: _______________________
Clerk of Council
Laura Timura, CMC

PLANNING COMMISSION

MEMORANDUM

DATE: December 17, 2021

TO: City Council
Carl S. DeForest, City Manager

FROM: Pam Plavecski, Planning & Zoning Coordinator PP

SUBJECT: Ordinance No. 107-2021 – Small box discount stores

The Planning Commission, at their meeting on December 16, 2021, voted to **recommend approval** to City Council of Ordinance No. 107-2021 pertaining to regulation and location of small box discount stores.

City Council held their first reading of the proposed legislation on November 8, 2021.

c: Grant Aungst, Community & Economic Dev. Director
Ken Fisher, Law Director
Matt Jones, Consulting City Engineer
Cliff Calaway, Chief Building Official

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE:	1/10/2022
TO:	Vice Mayor Michael Abella Jr. and Members of City Council
FROM:	Carl S. DeForest, City Manager
COPY:	Mayor Ron Falconi
LEGISLATION:	**ORD. NO. 118-2021 -** An emergency ordinance establishing Section 606.30 of the City of Brunswick Codified Ordinances by prohibiting unauthorized use of City logos, the seal of City Council and/or approved Safety Department emblems - **2nd Reading** (Committee-of-the-Whole, *Administration/Carl DeForest)*
BACKGROUND:	
PURPOSE AND EXPLANATION:	
IMPLEMENTATION SCHEDULE:	
FINANCIAL INFORMATION:	
FINANCIAL SUMMARY:	
RECOMMENDED ACTION:	

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

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

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. _________

BY:

AN EMERGENCY ORDINANCE ESTABLISHING SECTION 606.30 OF THE CITY OF BRUNSWICK CODIFIED ORDINANCES BY PROHIBITING UNAUTHORIZED USE OF CITY LOGOS, THE SEAL OF CITY COUNCIL AND/OR APPROVED SAFETY DEPARTMENT EMBLEMS.

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

SECTION 1: That Section 606.30 of the Codified Ordinances is hereby established to read as follows:

" **606.30 UNAUTHORIZED USE OF CITY LOGOS, THE SEAL OF CITY COUNCIL AND/OR SAFETY DEPARTMENT EMBLEMS.**

(a) No person and/or entity, including the Administration, Mayor, Council and/or City employees, shall use or display the City logo as described in Section 204.04 of the Codified Ordinances, the Parks & Recreation Department logo, the Seal of City Council or approved Safety Department emblems for any reason whatsoever without the prior written approval of the City Manager.

(b) The City logo, Parks & Recreation Department logo, Seal of City Council and approved Safety Department emblems subject to this section shall be kept on file with the Clerk of Council.

(c) Whoever violates this section is guilty of a minor misdemeanor and shall be subject to the penalty provided in Section 698.02."

SECTION 2: 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 prevent the unauthorized use of the City logo, Parks & Recreation Department logo, Seal of City Council and approved Safety Department emblems. 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
Laura Timura

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 1/10/2022

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

FROM: Carl S. DeForest, City Manager
Matt Jones

COPY: Mayor Ron Falconi

LEGISLATION: An emergency resolution granting consent to the Director of the Ohio Department of Transportation to complete lighting luminaire replacements and a lighting tower replacement on Interstate 71.

BACKGROUND: New legislation request.

PURPOSE AND EXPLANATION: The project consists of systemwide replacement of LED lighting luminaires along Interstate 71, along with the replacement of one damaged tower at the Interstate 71/State Route 303 interchange. The project is being administered by ODOT and will be performed at no cost to the City.

IMPLEMENTATION SCHEDULE: The project is anticipated to commence in the summer of 2023.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: There are no construction costs born by the City for the State of Ohio's performance of the lighting replacement project, unless the City were to request a construction item deemed unnecessary by the State for the project. There are no known plans to request such items.

RECOMMENDED ACTION:

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

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

It is requested that legislation is passed by emergency measure with suspension of the rules for the immediate preservation of the public peace, property, health, and safety, or welfare, and providing for the usual daily operation of a municipality, and for the further reason that the signed legislation can be forwarded to ODOT by the January, 24, 2022 deadline.

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _________

BY:

AN EMERGENCY RESOLUTION PROVIDING CONSENT TO THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE PERFORMANCE OF LIGHTING REPLACEMENT PROJECT.

WHEREAS: The Ohio Department of Transportation (“ODOT”) has identified the need to perform lighting luminaire replacements and one (1) lighting tower replacement at the Interstate 71 and State Route 303 interchange (the “Project”); and

WHEREAS: ODOT will complete the Project at no cost to the City, which Project is estimated to be constructed in the summer of 2023.

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

SECTION 1: That being in the public interest, the City hereby provides its consent to ODOT to complete the Project. The City agrees to pay 100% of the cost of added construction items requested by the City that are not necessary for the Project as determined by ODOT and the Federal Highway Administration.

SECTION 2: The City agrees that upon completion of the Project, and unless otherwise agreed, to provide adequate maintenance in accordance with applicable State and Federal regulations, to provide ample financial provisions, as necessary, for the maintenance of the Project, and to maintain the right-of-way free of obstructions and hold same inviolate for public highway purposes.

SECTION 3: That the City Manager is hereby authorized and directed, upon approval of the Law Director, to execute any document with the Director of Transportation necessary for the Project.

SECTION 4: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason to ensure timely submission of this consent legislation to ODOT BY January 24, 2022 to allow 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_________________________

Rules Suspended: AYES ___________ NAYS ___________

ADOPTED: _________________ AYES ___________ NAYS ___________

ATTEST: __________________________
Clerk of Council
Laura Timura

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 1/10/2022

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

FROM: Carl S. DeForest, City Manager
Matt Jones

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 2-2022 -** An emergency resolution authorizing the City Manager to enter into an agreement with the Ohio Department of Natural Resources for the Healey Creek Flood Mitigation-Magnolia Storm Relief Sewer Project. - **1st Reading -** (To be brought from *Administration/Matt Jones)*

BACKGROUND: New legislation request.

PURPOSE AND EXPLANATION: Pursuant to Senate Bill No. 310, the Ohio General Assembly has appropriated funds in the amount of $500,000 for the Healey Creek Flood Mitigation project. This legislation will authorize the City Manager to enter into an agreement with the Ohio Department of Natural Resources for the Magnolia Storm Relief Sewer project, which is a component of the larger Healey Creek Flood Mitigation.

IMPLEMENTATION SCHEDULE: Bids for the project have already been received. The contract award legislation will be brought before City Council upon receipt of the signed agreement with ODNR. The project is anticipated to commence in Spring 2022 and is required to be completed by June 30, 2022 under the terms of the Agreement.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: $500,000 eligible grant expenditures to be recorded in account #300-0564-56000. $490,000 of the eligible amount is expected to come from the construction costs (lowest and best bidder to be awarded in the near future) with $10,000 going to ODNR for grant administration per this agreement. All other costs that exceed these amounts or coming from engineering or inspection services are expected to be covered by the City in the Capital Improvement Fund #300 in a separate account #300-0564-56700.

RECOMMENDED ACTION:

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

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

It is requested that legislation be passed by emergency measure with suspension of the rules for the immediate preservation of the public peace, property, health, safety, or welfare, and providing for the usual daily operation of a municipality, and for the further reason that the project can be completed by the June 30, 2022 deadline.

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _________

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT A GRANT FROM THE OHIO DEPARTMENT OF NATURAL RESOURCES FOR THE HEALEY CREEK FLOOD MITIGATION PROJECT.

WHEREAS: Pursuant to Senate Bill No. 310, the Ohio General Assembly has appropriated grant funds in the amount of $500,000.00 (the "Grant") to the City of Brunswick for the Healey Creek Flood Mitigation Project (the "Project").

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

SECTION 1: The City Manager is hereby authorized, upon approval of the Law Director, to execute all necessary documents to accept the Grant for the Project.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary to complete the Project by the June 30, 2022 deadline. 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
Laura Timura

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE:	1/10/2022
TO:	Vice Mayor Michael Abella Jr. and Members of City Council
FROM:	Carl S. DeForest, City Manager Grant Aungst
COPY:	Mayor Ron Falconi
LEGISLATION:	**RES. NO. 3-2022** - An emergency resolution authorizing the City Manager to enter into a Housing Revolving Loan Fund Administration Agreement with the Ohio Department of Development. **1st Reading** (To be brought from *Administration/Grant Aungst)*
BACKGROUND:	The Ohio Department of Development administers the federal Community Development Block Grant Program and the HOME Investment Partnerships Program for the State of Ohio. It is necessary to enter into the Housing Revolving Loan Fund Administration Agreement and submit it to the State of Ohio to allow for acceptance of grant repayments. (To be brought from , *Administration/Grant Aungst)*
PURPOSE AND EXPLANATION:	The City Manager, with the approval of the Law Director, is authorized to enter into a Housing Revolving Loan fund Administration Agreement with the Ohio Department of Development attached as Exhibit "A".
IMPLEMENTATION SCHEDULE:	Immediately.
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?

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 the Housing Revolving Loan Fund Administration Agreement must be submitted to the State of Ohio by January 21, 2022 to allow for immediate acceptance of grant repayments.

ADDITIONAL INFORMATION:

Housing Revolving Loan Fund
Administration Agreement

This Housing Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the Ohio Department of Development (the "Grantor") and **City of Brunswick** (the "Grantee") for the period beginning **January 1, 2022** (the "Effective Date") and ending **December 31, 2026** (the "Termination Date").

Background Information

A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program and the HOME Investment Partnerships ("HOME") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG and/or HOME funds and Grantee has been awarded CDBG and/or HOME funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Housing Revolving Loan Funds within local political subdivisions to meet the primary development goals of:

   1. improving the affordable housing stock; and

   2. providing for the affordable housing needs of low-and moderate-income persons in designated areas of the Housing Revolving Loan Fund.

D. Grantor desires to have Grantee to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income and Grantee desires to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income for the purposes stated above.

E. Grantee has adopted a Resolution or Ordinance authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Statement of the Agreement

1. **Housing Revolving Loan Fund Capitalization.** Grantee shall deposit any and all Housing Program Income into a Housing Revolving Loan Fund account held by the Grantee.

2. **Definitions.**

a. Housing Revolving Loan Fund ("RLF") is a separate fund established for the purpose of accounting for Housing Program Income and of carrying out the specific activities designated in OCD's Housing Handbook and the applicable Community Housing Impact and Preservation (CHIP) Program Application Instructions, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.

b. Housing Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State Administered CDBG Program funds and/or Ohio State Administered HOME Program funds for housing activities.

3. **RLF Plan and Use of Funds.** Grantee has adopted the Local Housing Policy and Procedures Manual that has been previously submitted and approved by the Grantor. The Local Housing Policy and Procedures Manual must include the policies and procedures established by Grantor. Any changes to the Local Housing Policy and Procedures Manual must be submitted to Grantor for review and approval. Grantee shall use the Housing RLF Funds solely for the stated purposes set forth in this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and the Local Housing Policy and Procedures Manual. All Housing Program Income funds must be expended in compliance with all CHIP Program requirements, including those found in Grantor's Non-Participating Jurisdiction Housing Handbook and the current Ohio Consolidated Plan.

4. **Program Income Distribution for CHIP Program Partnerships.** Grantee shall distribute Housing Program Income generated by an activity partially assisted with RLF Funds contributed by multiple CHIP Program Partners in conformance with the Grantee's OCD-approved CHIP Program Partnership Agreement.

5. **Project Approvals.** Grantee shall submit to Grantor a request for approval if the proposed project does not meet the requirements of this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and/or the Local Housing Policy and Procedures Manual. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local project.

6. **National Objective/Income Eligibility Requirements.** Grantee shall ensure that all projects funded as a result of this Agreement meet the applicable CDBG national objective and HOME income eligibility requirements of the provision of a housing related direct benefit for low-and-moderate income persons.

7. **Subrecipient Agreements.** Except under circumstances subject to OCD Program Policy 20-04, Use of Subrecipients for Public Services Activities, Grantee shall not subgrant the Housing Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee in the Revolving Loan Fund Account. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.

8. **Accounting of RLF Funds.** CDBG RLF Funds and HOME RLF Funds shall be deposited and maintained in separate fund accounts upon the books and records of

Grantee (the "Accounts"). Grantee shall keep all records of the Accounts in a manner that is consistent with generally accepted accounting principles. All disbursements from the Accounts shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.

9. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than (30) days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.

10. **Compliance with General CDBG and HOME Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

11. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities, for all activities funded with Housing Program Income.

    a. Use of Housing Program Income in association with an active Community Housing Impact and Preservation (CHIP) Program Grant.

        i. If Grantee is the responsible entity for an active CHIP grant and Grantee uses its Housing Program Income to assist a CHIP-funded activity, the environmental procedures associated with the CHIP grant shall fulfill the environmental requirements for the Housing Program Income. Grantee does not submit separate Request for Release of Funds and/or Certification documentation to Grantor for the Housing Program Income, and Grantor does not issue a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income.

        ii. If Grantee is a partnering jurisdiction committing Housing Program Income to an active CHIP Program partnership, Grantee must prepare environmental review records, publish applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor for each activity assisted with Housing Program Income. Grantee may not commit Housing Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income and Grantee fulfills any applicable site-specific environmental review requirements.

    b. Use of Housing Program Income independent of a Community Housing Impact and Preservation (CHIP) Program Grant. If Grantee uses Housing Program Income independent of an active CHIP-funded activity, Grantee must prepare environmental review records, publish any applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor. Grantee may not commit Housing Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental

Grant Conditions for the Housing Program Income and Grantee fulfills any applicable site-specific environmental review requirements.

c. Additional guidance can be found at https://development.force.com/OCDTA/s/article/Community-Housing-Impact-and-Preservation-CHIP-Program-Environmental-Review-Requirements-for-Utilizing-Partner-Program-Income

12. **Acquisition and Relocation.** Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

13. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 30(f) herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the Housing RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew this Agreement to allow the Grantee to continue to administer the RLF, have the Grantee close out the RLF by executing a CDBG and/or HOME Closeout Agreement or recapture the RLF Funds.

14. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least five (5) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in OCD's Housing Handbook. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 21 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the Housing RLF Funds from its other records of operation.

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

16. **Audits.** The Grant Funds shall be audited according to the requirements of 2 CFR 200. In addition, Grantee must follow the guidelines provided in the OCD Financial Management Rules and Regulations Handbook. The Grantee shall submit to the Federal Audit Clearinghouse (FAC) and make available for public inspection a copy of the single

audit, data collection form, and reporting package as described in 2 CFR 200 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. No later than seven (7) days following submission to the FAC, the Grantee must notify ODSA at singleaudit@development.ohio.gov that the single audit was submitted to the FAC. A copy of the audit report may be attached, but is not required.

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

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

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 176.05 and 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

19. **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in the Grantee's RLF project report forms and in conformance with OCD's Revolving Loan Fund Policies and Procedures Manual, OCD's Housing Handbook, and the Local Housing Policy and Procedures Manual. Grantee shall fully

reimburse Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

20. **<u>Property and Equipment Purchases.</u>** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 21, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

21. **<u>Termination.</u>**

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

i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.

ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.

iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.

iv. Cancellation of the grant of funds from HUD.

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

c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD's <u>Housing Policies and Procedures Manual</u> which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD <u>RLF Policies and Procedures Manual</u>.

22. **<u>Effects of Termination.</u>** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared

pursuant to this Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

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

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

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

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

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

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

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

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

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

30. **Miscellaneous.**

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

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

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

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

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

   i. In the case of Grantor, to:

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

   ii. In the case of Grantee, to:
      City of Brunswick
      4095 Center Rd, Brunswick
      Ohio 44212-2944

f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

i. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.

j. **Permissible Expenses.** If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed, and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.

k. **Binding Effect.** Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

l. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement shall so survive and shall benefit the parties and their respective successors and permitted assigns.

m. **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement

Signature

Each of the parties has caused this Housing Revolving Loan Fund Administration Agreement to be executed by its authorized representatives as of the dates set forth below, their respective signatures.

Grantee:
City of Brunswick

Authorized Official

CARL S. DEFOREST
Printed Name

CITY MANAGER/SAFETY DIRECTOR
Title

1/11/2022
Date

Grantor:
State of Ohio
Ohio Department of Development
Lydia L. Mihalik, Director

By

Printed Name

Title

Date

APPROVED AS TO LEGAL FORM

LAW DIRECTOR

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _3-2022

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT WITH THE OHIO DEPARTMENT OF DEVELOPMENT.

WHEREAS: The Ohio Department of Development administers the federal Community Development Block Grant Program and the HOME Investment Partnerships Program for the State of Ohio; and

WHEREAS: It is necessary to enter into the Housing Revolving Loan Fund Administration Agreement and submit same to the State of Ohio to allow for acceptance of grant repayments made thereunder.

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

SECTION 1: That the City Manager, with the approval of the Director of Law, is hereby authorized to have entered into a Housing Revolving Loan Fund Administration Agreement with the Ohio Department of Development as attached hereto as Exhibit “A”.

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 the Housing Revolving Loan Fund Administration Agreement must be submitted to the Ohio Department of Development by January 21, 2022. Therefore, the same shall be in full force 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
Laura Timura