



# BRUNSWICK CITY COUNCIL AGENDA

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

Administration Representatives

**MARCH 14, 2022**

1. Prayer and Pledge of Allegiance
2. Roll Call of Members
3. Correspondence
4. Approval of regular Council Meeting Minutes dated February 28, 2022.
5. Mayor's Report:
  - (a) Mayor's Court Financial Report for the month ending February 2022 will be posted on the website and added to the minutes for the record;
  - (b) Mayor's Update
  - (c) Certificate of Achievement in recognition of Asher Fiedler, Dylan Heroux, Hunter Seville, and Branson Swartz's Arrow of Light achievement.
  - (d) Motion to approve Mayor's recommendation to appoint Elizabeth Baloun to the Commemorative Affairs Board.
  - (e) Mayor's recommendation to appoint Jesse Knight to the Juvenile Diversion Board.
6. Clerk of Council's Report
7. Council Committee Reports:
 

Economic Development Committee.....Mr. Lambert

Services, Utilities, Technology & Cable Committee.....Mr. Smith

Finance Committee.....Mr. Hanek

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

Safety & Environment Committee Meeting Minutes dated February 28, 2022

Safety & Environment Committee Minutes dated March 7, 2022

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

Parks, Recreation & Community Committee.....Mrs. Piper

Parks, Recreation & Community Committee Minutes dated February 28, 2022

Building & Building Code Committee.....Mr. Abella

8. Other Committees, Boards and Commissions

(a) Committee of the Whole Meeting Minutes dated February 28, 2022

9. Petitions from the Public on Legislation

10. Reading of Legislation and Action on Legislation:

a. 3rd Reading(s)

**ORD. NO. 13-2022** - An ordinance amending Section No. 220.01 (c) of the Codified Ordinances to reflect that Council shall choose any Assistant Clerk(s) as it may deem necessary who shall be under the Clerk's direction and who shall perform such tasks as are requested by the members of Council.- **3rd Reading** (Committee-of-the-Whole, *Administration/Ken Fisher*)

**ORD. NO. 14-2022** - An ordinance updating and re-adopting the City's Official Zoning Map. - **3rd Reading** (Planning & Zoning Committee, *Administration/Matt Jones*)

b. 2nd Reading(s)

**ORD. NO. 19-2022** - An emergency resolution declaring the intention of the City of Brunswick to provide municipal services to three (3) adjacent parcels of land (Permanent Parcel Nos. 001-02A-25-040, 001-02A-25-041 and 001-02A-25-042) consisting of 0.4417 acres on Pearl Road. - **2nd Reading** (Committee-of-the-Whole, *Administration/Grant Aungst*)

c. 1st Reading(s)

**ORD. NO. 21-2022** - An ordinance approving the final plat for The Preserve at Meadow View 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*)

**ORD. NO. 22-2022** - An ordinance approving the final plat for the Meijer's 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*)

**ORD. NO. 23-2022** - An emergency resolution authorizing the City Manager to enter into a contract with Eclipse Co., LLC for construction of the Magnolia Drive Storm

Relief Sewer project in the amount of \$604,258.82. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

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

## **SAFETY & ENVIRONMENT COMMITTEE MEETING**

February 28, 2022

**IN ATTENDANCE:** Chairman Anthony Capretta, Committee Member Brandon Lambert, Committee Member Kristy Piper, Michael Abella Jr., Joseph Delsanter, Nicholas Hanek, Tim Smith, City Manager/Safety Director Carl DeForest, Acting Law Director Dennis Devar, Service Director Paul Barnett, Assistant Fire Chief Russ Merhaut, Council Clerk Laura Timura, News Media.

The meeting convened at 6:15 p.m.

### **DISCUSSION ITEMS:**

#### **(a) Firehouse**

Assistant Fire Chief Merhaut explained how Fire Station 1 & 2 were built for volunteering fire fighting and weren't to accommodate a full-time staff. In the 1990's they transitioned to full time service and were left with the existing facilities. Modifications were made, but there are still deficiencies regarding the bathrooms, locker rooms and workout room. He stated Council has set aside \$3.5 million for renovations. The cost for just Station 1 could exceed this amount. Even after the renovations it would still be inadequate. To bring it up to modern day standards, it would need to be started from scratch. The current response model has 3 personnel at each station, with a minimum of 6 on duty. This allows us to handle two medical calls simultaneously or one fire response leaving resources available for any second or third calls. We are then forced to use mutual aid from neighboring communities which increases response time. The Division of Fire would like to explore a single centralized station in the future. It would allow having 2 paramedics in an ambulance and one person in a chase vehicle to assist in the calls. One person can return to the station and be available for additional calls along with the four personnel still at the station. This would reduce the need for mutual aid. Additional funding would be needed for a new station. A cost advantage would be that only one station would need to be maintained and it would meet all the Federal NFPA guidelines for effectiveness, health and safety. It would provide for a current staffing model and expansion as the department grows in the future. It would allow the department to purchase equipment suited to the needs of the department rather than be limited by design of the current fire stations. Eliminating the two fire stations can be repurposed or taken down and the land used for other means.

Mr. Smith asked if the money from the station property would cover the cost of the new station.

Mr. Lambert stated there may be alternative uses for the property beyond just selling them.

Mr. Capretta commented that it would be discussed further at the next meeting Monday at 6:00 p.m.

Mr. Delsanter questioned if a new station could be built behind where Station 1 is currently.

Assistant Fire Chief Merhaut stated the west location would be too far to serve the northeast side of town.

Mrs. Piper asked what the average response time is. Assistant Fire Chief Merhaut would provide her the information.

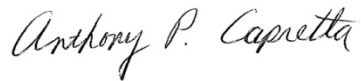
**GENERAL DISCUSSION.**

Nothing further to discuss.

**ADJOURNMENT:**

Mr. Lambert moved to adjourn at 6:24 p.m. Vote: 3 Ayes, 0-Nays

Respectfully submitted,

A handwritten signature in cursive script that reads "Anthony P. Capretta".

Anthony Capretta  
Chairman

## SAFETY & ENVIRONMENT COMMITTEE MEETING

March 7, 2022

**IN ATTENDANCE:** Chairman Anthony Capretta, Committee Member Brandon Lambert, Committee Member Kristy Piper, Tim Smith, City Manager Carl DeForest, Finance Director Todd Fischer, Fire Chief Greg Glauner, Assistant Fire Chief Russ Merhaut, News Media.

The meeting convened at 6:10 p.m.

### **DISCUSSION ITEMS:**

#### **(a) Firehouse**

Mr. Lambert spoke about touring the Fire Stations on December 16, 2021 for the purpose of viewing the conditions. Mr. Lambert noted the refrigerator; gym equipment and personal lockers are sitting in the bay along with their regular equipment. He stated there is nowhere to decontaminate the equipment and no ventilation or filtration. The interior infrastructure condition was not looked at. Due to lack of space; 3 murphy beds were being used and the kitchen being used as sleeping quarters. No dedicated female shower or sleeping facilities are provided.

Mrs. Piper commented there is only 1 sleeping room, a very small kitchen and then one additional room that is a catch all room used for everything else. Mrs. Piper added that furniture is worn & very minimal. She also noted that when a family won a night at the Fire Station was difficult to accommodate them due to the lack of kitchen space.

Mr. Lambert stressed it is important to have an open house, stream it on social media or film it for BAT TV to raise awareness. Mr. Lambert stated that one station has sewage backup on a weekly basis. Mr. Lambert said they cannot be efficient since there is a lack of storage space.

Mrs. Piper pointed out that their workout facilities are in the bay area. It is not appropriate since there is no climate control in the bay area. Mrs. Piper said their fire equipment, with the carcinogens, is next to their everyday clothes and work out area. This is a health concern since they are being exposed to toxins.

Mr. Lambert had concerns about conditions. He believes the city should spend money on a new facility.

Mrs. Piper believes you cannot have diversity with the current living conditions, restrooms, showers and sleeping area.

Mr. Smith agreed the conditions are abysmal. He would like to see a new facility or improvements.

Mr. Capretta agreed that there are cramped conditions, lack of space, restrooms, showers and sleeping facilities, sewage problems, storage.

Mr. DeForest stated the orientation on December 16 had a prior calculation in design by encouraging the new council members to go to stations 1 & 2 with the thought in mind that we set aside 3.5 million for upgrades and repairs. The stations were in poor condition 15 years ago. We currently have money set aside to repair some of the things, with his understanding it is not good enough. We run a tight ship and do not spend money we don't have. We need to live in our budget and save for a rainy day. He encourages the members to give it a set of fresh eyes and appreciates having the discussions about options that can be addressed further. If it goes to ballot, we need to be together with a plan. We would put together a Political Action Committee, Treasurer and do fund raising for signs and advertisements. The idea of taping the stations and having an open house would be very valuable.

Fire Chief Glauner spoke about a recent fire at a home that had multiple layers of siding. He stated how they use an axe and not power tools to remove the siding because it would cause dust, which gets in your hair and clothes under your turnout gear and you bring it back to the station. The home had siding, lap siding, asbestos siding and cement board siding. Cement board is made of tiles that if broken contain asbestos fibers. He remarked that they do not have a decontaminating area. He spoke of one Cleveland fire station having multiple fireman who died of cancer because of being exposed to asbestos. Fire Chief Glauner said it would make sense to have a new station because it would be up to NFPA standards.

Assistant Fire Chief Merhaut summarized the history of the Brunswick Division of Fire. The Division of Fire was formed in 1960 and Station 1 was finished in 1961. The first volunteer fire department was after Brunswick split from the township and became a city. Station 1 had two more bays added in the late 70's and early 80's. At which time, they began paying members by the call coming from home and responding to the calls. In the 1990's, part-time personnel were hired and standby staffing began.

Assistant Fire Chief Merhaut stated he moved to Brunswick in 1985 to get on the Fire Department, his training was from the previous city he had worked for. In 1986 he got on the department and began working full time in 1997. Standby staffing involved coming from home and responding to calls. In 1992 the city ordered a study of the Fire Department from Corporate Research in Akron. In 1994 the first full time Fire Chief was hired and the department started to grow from there.

In 1996 another study was done from Urban Center at Cleveland State. At that time, a tax increase passed for Police and Fire operations. In 1996 to 2000, the city hired a few additional full-time firefighters. They worked 8-hour shifts, not the traditional 24-hour shifts. The city manager at the time did not want 24-hour shifts. Since we were only staffing 1 station, complaints were made after an incident involving a child that fell into a fire pit in regards to response time. In 2000 the city hired 12 full time firefighter paramedics and began staffing both stations with 24-hour rotations.

In 2001, another study with TG Fire & EMS Services was conducted. At that time the city acquired a piece of property on Maxwell Blvd. Greg Crane who was the Safety Director, had a conceptual drawing done of a fire station that could possibly go on that property. A newspaper article from 2002 shows the first full time Chief & Captain that were hired in the 90's and the needs of the Fire Department. At that time, Council placed a 4.5% income tax on the ballot. This was to support additional staff, renovations for both stations, to possibly build a third station and hire additional manpower. Then Design Company provided renderings of different stations.

In 2003 a new Fire Chief was hired and he wanted to slow down the studies to get his viewpoint on the matter. In 2005, Architectural Resources was retained for designing the fire stations. In March 2005, the city looked at the fire station needs. During the committee meeting at that time, it was discussed that Architectural Resources would be evaluating the current stations and whether to add a third station. The other option considered was to raze the existing stations and build new. In October 2003, Then Design Company provided conceptual drawings of replacing Station 1 on its existing site, refurbishing on the existing site and building a new station located next to City Hall. Also, conceptual drawings of Station 2 with a 2-story addition. The Chief at the time, did not want to explore expansions at Station 2 because of the small lot size and retention basin. The city and Architectural Resources began looking at possibly acquiring land in other places. Council approved the purchase of 8 acres for \$240,000.00 on North Carpenter. Architectural Resources moved forward with the evaluation of the property, core samples, drawing renditions, cost of building. In 2006, Council approved the plan and construction of a Fire Station and allocated \$40,000.00 to Architectural Resources Corporation to do a development phase for the planning and construction. In 2008 the project was terminated.

Mr. Fischer explained at that time the city had overspent 4 million. This was partly due to the full time Fire & EMS department not being fully funded. When the Fire division needed ambulances and vehicles, the money was spent on providing services rather than a new building. In 2009 the residents voted to fund the operations of the Safety Forces. In 2018, the income tax was increased 0.15 effective January 1, 2023, so 1% of the 2% income taxes goes directly to Safety Forces operations, not buildings.

Mr. Capretta questions how many employees are in the Fire department.

Fire Chief Glauner stated 24 full time firefighters working 24-hour shifts, the Assistant Fire Chief, 1 part-time employee, 2 part-time fire hydrant painters, 2 part-time fire inspectors and 2 part-time administrative assistants.

Mrs. Piper asked what are the standards for staffing.

Assistant Fire Chief Merhaut stated it is based on NFPA.

Mr. Lambert asked if staffing is based on population or incident levels.

Assistant Fire Chief Merhaut stated its recommended to have 1.52 per 1000 population

Mr. Lambert noted they are understaffed by 15.

Mr. Smith asked the Chief's what location would be best for a centralized station.

Both the Fire Chief & Assistant Chief agreed the Maxwell Blvd property would be ideal.

Mr. Lambert asked if it would be disruptive to the neighborhoods around Maxwell when responding to calls.

Fire Chief Glauner stated calls to the south would be coming from Maxwell to Laurel. Its faster than using 303.

Mr. Lambert wanted to know the response time if it was a centralized station.

Mr. Smith stated it's a commercial area and wouldn't be disrupted.

Fire Chief Glauner expressed concerns regarding response time and the conditions of the firehouse. The major concerns are the health and well-being of our force and what is best for the citizens. He provided statistics of calls. Last year they responded to approximately 4,000 alarms, up 600 from the previous year. There was overlapped on 20% of the calls. Station 1 is the busier one. An example being; if a call comes in to Station 1 and they go out and the next call is for the same area, Station 2 has to respond to fill the void. The goal is to respond anywhere in the city within 4 -6 minutes. Currently we are at 6.39 minutes on average.

The Assistant Fire Chief and himself drove around the city with a stopwatch and the results were as follows; they can get to the Northeast corner of Boston and W 130<sup>th</sup> in 8 minutes and 2 seconds, the southeast corner at Laurel and W.130<sup>th</sup> in 4 min. 39 sec., the northwest corner at Boston & Substation in 6 min & 3 sec., the Southwest corner at Marks & Sleepy Hollow in 4 min & 43 sec. NFPA standards require dispatch to answer the call within 5 seconds, process in 64 seconds, turnout time for a medic call 60 sec., turnout time for a fire call 80 sec. and 4 minutes to arrive on scene. His opinion, with a centralized station would be that 90% of the time you can get anywhere in the city within 4-6 minutes. The only problem is the Colony Park neighborhood, but they would be safer with a centralized station. Overall, we would have reduced response times.

Mr. Lambert asked if response time would be reduced by having the additional space at a central station.

Fire Chief Glauner said absolutely. When new stations are built they eliminate turns, corners and spacing between the fire apparatus. We lose time when we have to jump staff. They have to remove their fire gear outside the compartment to get their medic gear. At station 1, the doors are

tight and don't really open so they have to squeeze through. The biggest advantage having one central station is the response time. The staffing would be 6 individuals and it would be up to the officers to see how they want to respond to a call. An example being; if it's just a lift assist, then 2 people instead of 3 would be sent. By doing that we can then respond to 3 calls instead of 2.

Mr. Lambert reiterated it would create flexibility.

Mr. Fischer stated in the past it didn't come to fruition because of funding. If things are done properly and its supported there is a good chance of success. A new station would be expensive but, due diligence has been done. Whenever money can be set aside for a purpose, we do so. The Fire Department has been working on it informally for approximately 11 years, and they have generated about 3.5 million dollars for this project. But they need additional funding. Mr. Fischer put together rough estimates if we were to borrow money for it. He stated borrowing money needs a funding source to repay the debt. For illustrated purposes, if we did 10-year bond for 12 million dollars at a 2-1/5% interest rates with a property tax levy to fund it, it would cost a homeowner on a \$100,000 house value about \$54.00 a year. The average home in Brunswick is \$250,000.00, which would be about \$135.00 per year. If we borrowed 8 million dollars, it would be \$38.00 per 100,000.00 home, or \$96.00 for a \$250,000.00 home.

Mr. Lambert asked what is the estimated cost for a new station.

Mr. Fischer said the current estimated cost was 12 million.

Mr. Lambert wanted to know if Mr. Fischer would recommend going for the 12 million bond and using the 3.5 million for a just in case fund.

Mr. Fischer answered that he would recommend the bond and use the city share for the architectural design, change orders, supply chain issues, etc. The other alternative is to borrow money and have a backup financial plan to come up with the difference. You can make it cheaper if you go with 20 years, but you would have to go out to market. It would be a public offering and the issuance cost are typically more. Private offerings are cheaper since you work locally to get competitive bids. However, the interest rate might be higher unless you negotiate. The spreads on interest rates between public and private offerings are fairly close right now. Estimates on a 20-year bond with an interest rate at 3.25% would cost the homeowner \$33.00 per year per \$100,000.00. For a \$250,000 home, it would be \$81.00 per year. But, interest rates are projected to go up. If they go up 1% it would be \$5.00 - \$7.00 more based on the \$250,000.00 home or \$2.00 - \$3.00 on the \$100,000.00 home. Our financials in the city are much better today than 10 - 15 years ago.

Mr. Lambert asked what Mr. Fischer's professional preference would be.

Mr. Fischer would prefer the 12 million borrowing, at the current time since there isn't a difference between the public and private. A ten-year private is affordable to the residents. He stated our Law Department has been working for the last 18 years with Squires there would have to be 3 different pieces of legislation required for any bond offering, the Resolution & Necessity, a county auditors' certificate if doing a property tax, and a Resolution to proceed, which has to be filed at the county 90 days prior to any election.

Mrs. Piper asked if there were any levies or renewals coming up.

Mr. Fischer stated that currently there is a 10-year voted property tax levy for road improvements which is coming up in a couple of years.

Mr. Lambert, Mr. Capretta, Mrs. Piper and Mr. Smith all agreed that this should be forwarded to the Committee of Whole since all the research has been done.

Mr. DeForest agreed and recommended going to the ballot for a 10-year bond issue to generate 12 million dollars for the one centralized station located on Maxwell Blvd.

Mr. Fischer noted better financial numbers would be provided as it gets closer.

Adjournment:

Mr. Lambert motioned to move the Fire Station from the Safety & Environment Committee to the Committee of the Whole with recommendation to approve. Mrs. Piper seconded the motion.

Vote: 3-Ayes, 0-Nays. Motion passed.

General Discussion:

Nothing further to discuss.

Mrs. Piper motioned to adjourn the meeting at 7:19 p.m. Vote: 3-Ayes, 0-Nays.

Respectfully Submitted,



Anthony Capretta  
Chairman

## PARKS, RECREATION & COMMUNITY COMMITTEE

February 28, 2022

**IN ATTENDANCE:** Chairwoman Kristy Piper, Committee Member Anthony Capretta, Committee Member Tim Smith, Joseph Delsanter, Michael Abella Jr., Brandon Lambert, Nicholas Hanek, City Manager/Safety Director Carl DeForest, Parks & Recreation Director Taylor Petkovsek, Acting Law Director Dennis Nevar, Service Director Paul Barnett, Assistant Fire Chief Russ Merhaut, Clerk of Council Laura Timura, News Media.

The meeting convened at 6:00 p.m.

### **DISCUSSION ITEMS:**

#### (a) All Inclusive Playground

Ms. Petkovsek gave an update on the all-inclusive playground. She stated the goal is to raise \$400,000.00 by May 1, 2022 in order to put together a RFP to send out for bids. She is anticipating a ribbon cutting ceremony in September. Currently \$260,000.00 has been raised, so we are short \$140,000.00. Several individual groups are doing fund raising. Leann Alferio from the school district had a fund raiser last week which raised over \$2,000.00. The Rec Center will be selling punch cards for \$20.00 which allow 5 visits to the center.

Mr. Delsanter mentioned the 50/50 raffle at Havanna's Choice Cigar for the playground.

#### (b) Community Parks Clean Up

Ms. Petkovsek informed the committee that April 9, 2022 is the Parks community clean-up date. Flyers will be used for advertising. Venus Park was selected because the creek has a lot of debris and there are several access points. Trees will also be planted for Earth Day.

Ms. Petkovsek commented that this is the last day of the 50% off rec center membership. Last February generated \$40,000 in membership revenue. Revenues currently are at \$63,000.00.

Ms. Petkovsek mentioned that the Optimust Club will be having a fishing derby on Saturday, May 7, 2022 at North Park. Mr. Smith stated that he buys \$500.00 of fish so the kids can catch one. There will also be drawings and prizes. Ms. Petkovsek stated they are limiting the Fishing Derby to 120 participants.

#### (c) RES. NO. 20-2022 – An emergency resolution authorizing the city Manager to execute all necessary documents to accept a Natureworks grant from the Ohio Department of Natural resources for the Inclusive Playground Project in the amount of \$61,040.00. **1<sup>st</sup> Reading** (to be brought from Parks, recreation & Community Committee, Administration/Carl DeForest)

Mrs. Piper read Resolution No. 20-2022 – An emergency resolution authorizing the City Manager to execute all necessary documents to accept a Natureworks Grant from the Ohio Department of Natural resources for the Inclusive Playground Project in the amount of \$61,040.00.

Councilman Smith motioned to move Resolution No. 20-2022 to tonight's agenda as an emergency, with suspension of the rules. Vote: 3- Ayes, 0-Nays

Motion approved.

**GENERAL DISCUSSION:**

Ms. Petkovsek stated that the tentative fireworks date is July 3, with a rain date of July 5. This is due to the fireworks company locking us in to past dates. If they have any cancellations, we can change the date to July 4th.

Mr. DeForest explained that \$15,000 is budgeted for the fireworks. He stated in the past \$15,000 - \$20,000.00 was used for fireworks. Due to price increases we will be getting a smaller show. If a bigger show is wanted then Council will have to change the budget. Ms. Petkovsek stated there was a 30% increase for fireworks due to shipping charges. Mr. Smith asked if anyone in the past has donated towards the fireworks. Mr. Capretta stated he will contact past donors. Ms. Petkovsek is working with Commemorative Affairs Board about events throughout the year.

**ADJOURNMENT:**

Mr. Capretta moved to adjourn at 6:14 p.m. Vote: 3-Ayes 0- Nays

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Kristy Piper', with a stylized flourish at the end.

Kristy Piper  
Chairwoman



## COMMITTEE OF THE WHOLE MEETING

February 28, 2022

**IN ATTENDANCE:** Vice Mayor Nicholas Hanek, Michael Abella Jr., Anthony Capretta, Joseph Delsanter, Tim Smith, Brandon Lambert, Kristy Piper, Finance Director Todd Fischer, Acting Law Director Dennis Devar, Service Director Paul Barnett, Council Clerk Laura Timura, News Media.

The meeting convened at 6:24 p.m.

### **MOTION ITEM:**

- (a) Motion authorizing a change order in the amount of \$14,326.92 to Marks Construction, Inc. for the Plum Creek Greenway Phase 1 project.

Mr. Barnett explained that a gate needs to be rebuilt on the north end. Mr. Barnett noted the project faced several problems because of heavy rains. Stone and virgin soil were needed to create the path so it could be asphalted, which overran the budget.

Mr. Delsanter motioned authorizing a change order in the amount of \$14,326.92 to Marks Construction, Inc. for the Plum Creek Greenway Phase I project. Vote: Ayes- 7, Nays - 0

### **REVIEW LEGISLATION:**

- (a) ORD. NO. 19-2022 – An emergency resolution declaring the intention of the City of Brunswick to provide municipal services to three (3) adjacent parcels of land (Permanent Parcel Nos. 001-02A-25-040, 001-02A-041 and 001-02A-25-042) consisting of 0.44417 acres on Pearl Road. 1<sup>st</sup> Reading (To be brought from Committee-of-the Whole, Administration/Grant Aungst)

Mr. Devar stated the city received a petition for a regular annexation for 3 parcels existing of just under a half an acre on Pearl Road. Pursuant to the Ohio Revised code, City Council needs to pass legislation to declare the intent to provide municipal services which includes Fire, EMS, Police and water. It needs to be certified to the County Commissioners no later than 20 days prior to the scheduled May 3, 2022 hearing. In order to meet the April 13, 2022 deadline, 3 readings and a passage of an emergency will be required.

Mr. Delsanter motioned to move Ord. No. 19-2022 to tonight's council agenda as an emergency, with three readings. Vote: 7- Ayes, 0- Nays.

### **GENERAL DISCUSSION:**

Mr. Delsanter asked when the Pearl Road project will start.

Mr. Barnett stated it should start in the spring. Bids have been accepted, however they came in higher than anticipated. ODOT will be providing information soon.

Mr. Abella wanted to know when pothole repairs will be made.

Mr. Barnett stated they are currently cold patching. The Durapatcher is usually not done in the winter but with the weather breaking it will start in about a week.

Mr. Lambert wanted opinions on whether it a good time to officially ask the Administration to come up with financial numbers to see how viable the Fire Station is.

Mr. Hanek suggested having future discussions in a special meeting regarding capital repairs and ongoing maintenance.

Mr. Lambert stated the residents like the Rec Center but not the antiquated condition. He questioned if outside sources such as the YMCA, are being looked at.

Mr. Hanek suggested having future discussions in a special meeting regarding capital repairs and ongoing maintenance.

Mr. Abella questioned Mr. Lambert if he meant privatizing the Rec Center.

Mr. Lambert suggested either privatizing, leasing, rebranding, or other options to get some financial relief. He explained that there may be federal grant money for a senior center and not a rec center.

#### **EXECUTIVE SESSION:**

(a) Motion to go into Executive Session for the purpose of pending litigation

Mrs. Piper motioned to go into Executive Session at 6:37 p.m. for the purpose of pending litigation, seconded by Mr. Capretta. Roll Call: Mrs. Piper – Aye, Mr. Hanek- Aye, Mr. Smith- Aye, Mr. Lambert- Aye, Mr. Delsanter- Aye, Mr. Capretta- Aye, Mr. Abella – Aye. Nays – 0. Vote: 7- Ayes, 0-Nays. Motion carried.

#### **ADJOURNMENT:**

Mr. Delsanter motioned to adjourn from Executive Session at 6:59 p.m., seconded by Mr. Smith. Roll Call: Ayes – 7, Mr. Hanek – Aye, Mr. Smith – Aye, Mr. Lambert- Aye, Mr. Delsanter-Aye, Mr. Capretta-Aye, Mr. Abella – Aye, Mrs. Piper – Aye.

Mr. Capretta moved to adjourn at 7:00 p.m. Vote: 7 – Ayes, 0 Nays.

Respectfully submitted,



Nicholas Hanek

Vice Mayor

## PROPOSED LEGISLATION



**DATE:** 3/14/2022

**TO:** Vice Mayor Nicholas Hanek and Members of City Council

**FROM:** Carl S. DeForest, City Manager  
Nicholas Hanek

**COPY:** Mayor Ron Falconi

**LEGISLATION:** **ORD. NO. 13-2022** - An ordinance amending Section No. 220.01 (c) of the Codified Ordinances to reflect that Council shall choose any Assistant Clerk(s) as it may deem necessary who shall be under the Clerk's direction and who shall perform such tasks as are requested by the members of Council.- **3rd Reading** (Committee-of-the-Whole, *Administration/Ken Fisher*)

**BACKGROUND:** It is recommended to amend Section 220.01(c) of the Codified Ordinances to authorize Council to select the Assistant Clerk(s) of Council.

**PURPOSE AND EXPLANATION:** This amendment will remove authorization to select the Assistant Clerk of Council from the Clerk of Council to Council. This will also be consistent with the Charter.

**IMPLEMENTATION**

**SCHEDULE:** Recommend adoption after 3 readings.

**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?

**ADDITIONAL  
INFORMATION:**

CITY OF BRUNSWICK, OHIO  
ORDINANCE NO. \_\_\_\_\_

BY:

AN ORDINANCE AMENDING SECTION 220.01(c) OF THE CODIFIED ORDINANCES OF THE CITY OF BRUNSWICK.

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

SECTION 1: That Section 220.01(c) of the Codified Ordinances is hereby amended as follows:

“(c) The Clerk of Council is hereby authorized to select a part-time employee, upon confirmation by the majority of the members of Council, who shall be under the Clerk’s direction and who shall perform such tasks as directed by the Clerk or as ~~are~~ requested by the members of Council.”

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

---

PASSED: 1<sup>st</sup> Reading \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_

3<sup>rd</sup> Reading \_\_\_\_\_

ADOPTED: \_\_\_\_\_ AYES \_\_\_\_\_ NAYS \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk of Council  
Laura Timura

THE CITY OF BRUNSWICK

**PROPOSED LEGISLATION**



**DATE:** 3/14/2022

**TO:** Vice Mayor Nicholas Hanek and Members of City Council

**FROM:** Carl S. DeForest, City Manager  
Matt Jones

**COPY:** Mayor Ron Falconi

**LEGISLATION:** **ORD. NO. 14-2022** - An ordinance updating and re-adopting the City's Official Zoning Map. -  
**3rd Reading** (Planning & Zoning Committee, *Administration/Matt Jones*)

**BACKGROUND:** The Official Zoning Map was originally adopted by City Council Ordinance 53-97 effective June 11, 1997.

**PURPOSE AND EXPLANATION:** Pursuant to Section 1248.03 of the Codified Ordinances, an update to the City's Official Zoning Map is necessary so that the map on file with the City Engineer will accurately show district boundaries as amended by various zoning ordinances.

**IMPLEMENTATION SCHEDULE:** The Official Zoning Map on file with the City Engineer's office will be updated immediately upon adoption of the ordinance.

**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?

**ADDITIONAL  
INFORMATION:**

# OFFICIAL ZONING MAP

## CITY OF BRUNSWICK, OHIO

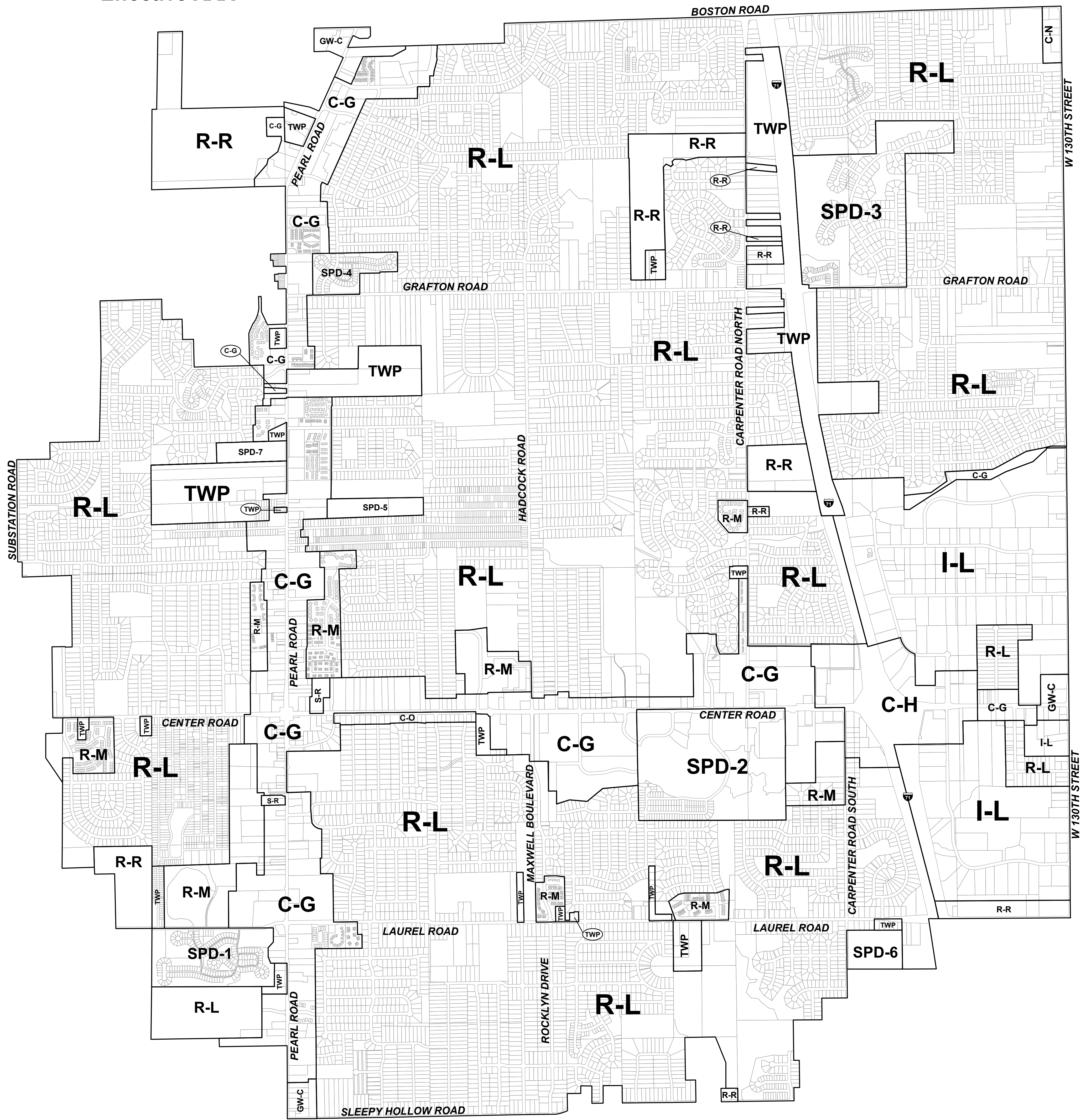
MAP ADOPTION  
Council Ordinance 53-97  
Effective June 11, 1997  
Re-Adopted Ordinance XXX  
Effective XXX

January 26, 2022

I, LAURA TIMURA, CLERK OF COUNCIL OF THE CITY OF BRUNSWICK HEREBY CERTIFY THIS MAP AS THE OFFICIAL ZONING MAP AS REFERENCED IN SECTION 1248.03 AND RE-ADOPTED BY ORDINANCE XXX.

LAURA TIMURA, CMC  
CLERK OF COUNCIL

DATE

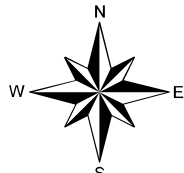


### DISTRICTS

- |      |                                |     |                            |
|------|--------------------------------|-----|----------------------------|
| C-G  | General Commercial             | R-L | Low Density Residential    |
| C-H  | Highway Interchange Commercial | R-M | Medium Density Residential |
| C-N  | Neighborhood Commercial        | R-R | Rural Residential          |
| C-O  | Office Commercial              | SPD | Special Planning Districts |
| GW-C | Gateway                        | S-R | Senior Residence District  |
| I-D  | Industrial Distribution        | TWP | Brunswick Hills Township   |
| I-L  | Light Industrial               |     |                            |

### MAP NOTES

Map By: Chagrin Valley Engineering, LTD.  
Cartographer: ALH  
Scale: 1:12,000  
Projection: NAD 1983 StatePlane Ohio North FIPS 3401 Feet  
Data Sources: Parcels & Zoning (Medina County GIS 2021)  
with select updates from Chagrin Valley Engineering, LTD. GIS



### AMENDMENTS

| ORDINANCE | DATE     | ORDINANCE | DATE     | ORDINANCE | DATE     | ORDINANCE | DATE |
|-----------|----------|-----------|----------|-----------|----------|-----------|------|
| 137-98    | 9/14/98  | 51-06     | 7/10/06  | 16-16     | 4/25/16  |           |      |
| 175-98    | 12/7/98  | 109-06    | 11/13/06 | 54-18     | 9/24/18  |           |      |
| 180-98    | 1/11/99  | 120-06    | 12/18/06 | 84-18     | 12/10/18 |           |      |
| 31-99     | 3/8/99   | 16-07     | 3/12/07  | 1-19      | 1/14/19  |           |      |
| 63-99     | 6/14/99  | 18-07     | 3/12/07  | 12-19     | 2/11/19  |           |      |
| 79-99     | 7/12/99  | 53-07     | 6/11/07  | 13-19     | 2/25/19  |           |      |
| 88-99     | 7/26/99  | 32-08     | 2/25/08  | 48-19     | 7/29/19  |           |      |
| 89-99     | 7/26/99  | 24-08     | 4/28/08  | 60-19     | 10/14/19 |           |      |
| 71-00     | 5/22/00  | 56-09     | 5/21/09  | 85-19     | 12/16/19 |           |      |
| 72-00     | 5/22/00  | 55-09     | 6/8/09   | 86-19     | 12/16/19 |           |      |
| 65-01     | 6/25/01  | 88-10     | 10/25/10 | 68-2020   | 12/14/20 |           |      |
| 44-02     | 4/8/02   | 111-10    | 12/20/10 | 10-2021   | 3/8/21   |           |      |
| 49-02     | 5/28/02  | 112-11    | 1/9/12   | 40-2021   | 5/24/21  |           |      |
| 76-02     | 7/22/02  | 5-13      | 1/28/13  |           |          |           |      |
| 88-02     | 8/19/02  | 50-13     | 6/24/13  |           |          |           |      |
| 95-02     | 9/9/02   | 101-13    | 12/9/13  |           |          |           |      |
| 89-02     | 9/23/02  | 75-14     | 9/8/14   |           |          |           |      |
| 90-02     | 9/23/02  | 16-15     | 3/23/15  |           |          |           |      |
| 123-02    | 12/9/02  | 39-15     | 6/22/15  |           |          |           |      |
| 118-03    | 11/10/03 | 40-15     | 6/22/15  |           |          |           |      |
| 170-04    | 2/14/05  | 71-15     | 10/19/15 |           |          |           |      |
| 78-04     | 3/2/05   | 1-16      | 2/8/16   |           |          |           |      |
| 82-05     | 8/10/05  | 2-16      | 2/8/16   |           |          |           |      |

CITY OF BRUNSWICK, OHIO  
ORDINANCE NO. \_\_\_\_\_

BY:

AN ORDINANCE ADOPTING THE UPDATED OFFICIAL ZONING MAP OF  
THE CITY OF BRUNSWICK.

WHEREAS: Pursuant to Codified Ordinance Section 1248.03, it is necessary to adopt the updated Official Zoning Map of the City of Brunswick to accurately depict Zoning District boundaries as amended by the rezoning of properties in the City and/or annexations to the City.

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

SECTION 1: That the updated Official Zoning Map of the City of Brunswick, as attached hereto as Exhibit "A" and incorporated herein by reference, is hereby adopted and shall remain on file in the office of the City Engineer.

SECTION 2: That the Clerk of Council is hereby directed to sign and certify Exhibit "A" hereto as the Official Zoning Map of the City of Brunswick.

SECTION 3: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

---

PASSED: 1<sup>st</sup> Reading \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_

3<sup>rd</sup> Reading \_\_\_\_\_

ADOPTED: \_\_\_\_\_ AYES \_\_\_\_\_ NAYS \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk of Council  
Laura E. Timura

## PROPOSED LEGISLATION



**DATE:** 2/28/2022

**TO:** Vice Mayor Nicholas Hanek and Members of City Council

**FROM:** Carl S. DeForest, City Manager  
Grant Aungst

**COPY:** Mayor Ron Falconi

**LEGISLATION:** ORD. NO. 19-2022 - An emergency resolution declaring the intention of the City of Brunswick to provide municipal services to three (3) adjacent parcels of land (Permanent Parcel Nos. 001-02A-25-040, 001-02A-25-041 and 001-02A-25-042) consisting of 0.4417 acres on Pearl Road. – **1<sup>st</sup> Reading** (To be brought from Committee-of-the-Whole, *Administration/Grant Aungst*)

**BACKGROUND:** The City of Brunswick has been notified that a Petition for Regular Annexation on Application of Owners (the "Petition") was presented to the Medina County Commissioners requesting three (3) adjacent parcels of land (Permanent Parcel Nos. 001-02A-25-040, 001-02A-25-041 and 001-02A-25-042) be annexed from Brunswick Hills Township to the City of Brunswick.

**PURPOSE AND EXPLANATION:** Brunswick City Council declares that, should the Medina County Commissioners grant the annexation of Permanent Parcel Nos. 001-02A-25-040, 001-02A-25-041 and 001-02A-25-042 consisting of 0.4417 acres on Pearl Road, the City of Brunswick will provide police protection, fire prevention/suppression, EMS service, and any and all other services rendered to residents of the City of Brunswick. Additionally, the City of Brunswick will support any application to the Cleveland Division of Water for connection to the water system for the provision of water services to the property and to the Medina County Sanitary Engineer for connection to the sanitary sewer system, subject to payment of any and all applicable costs and fees.

**IMPLEMENTATION**

**SCHEDULE:** Immediately.

**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?

This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety, welfare, and providing for the usual daily operation of a municipality, and for the further reason that the approved legislation must be filed with the Medina County Commissioners' Office twenty(20) days before the May 3, 2022 hearing date, i.e., by April 13, 2022.

**ADDITIONAL  
INFORMATION:**

# Medina County Commissioners

Stephen D. Hambley  
William F. Hutson  
Colleen M. Swedyk

County Administration Building  
144 North Broadway  
Medina, Ohio 44256

Phone: (330) 722-9208  
Toll Free: (844) 722-3800  
Fax: (330) 722-9206

February 18, 2022

Daniel Lindner, Esq.  
The Lindner Law Firm LLC  
2077 E. 4<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Cleveland, OH 44115

RE: Petition for Regular Annexation – 0.4417 acres  
Brunswick Hills Township to the City of Brunswick

Dear Mr. Lindner,

The Board of Medina County Commissioners will conduct a hearing on the above-referenced petition for annexation submitted by your office today after their regular meeting on Tuesday, May 3, 2022, at approximately 10:30 a.m.

Sincerely,



Rhonda Beck  
Clerk of the Board of County Commissioners

cc: Katherine Esber, Fiscal Officer, Brunswick Hills Township  
Laura Timura, Clerk of Council, City of Brunswick

CITY OF BRUNSWICK, OHIO  
RESOLUTION NUMBER \_\_\_\_\_

BY:

AN EMERGENCY RESOLUTION DECLARING THE INTENTION OF THE CITY OF BRUNSWICK TO PROVIDE MUNICIPAL SERVICES TO THREE (3) ADJACENT PARCELS OF LAND (PPNs 001-02A-25-040, 001-02A-25-041 AND 001-02A-25-042) CONSISTING OF 0.4417 ACRES ON PEARL ROAD.

WHEREAS: The City of Brunswick has been notified that a Petition for Regular Annexation on Application of Owners (the "Petition") was presented to the Medina County Commissioners requesting three (3) adjacent parcels of land be annexed from Brunswick Hills Township to the City of Brunswick, and

WHEREAS: The City of Brunswick does not object to this Petition.

THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: The Council for the City of Brunswick hereby declares that, should the Medina County Commissioners grant the annexation of the three (3) adjacent parcels of land (PPNs 001-02A-25-040, 001-02A-25-041 and 001-02A-25-042) consisting of 0.4417 acres on Pearl Road, the City of Brunswick will provide police protection, fire prevention/suppression, EMS service, and any and all other services rendered to residents of the City of Brunswick. Additionally, the City of Brunswick will support any application to the Cleveland Division of Water for connection to the water system for the provision of water services to the property and to the Medina County Sanitary Engineer for connection to the sanitary sewer system, subject to payment of any and all applicable costs and fees.

SECTION 2: That the Council of the City of Brunswick hereby urges the County to undertake a careful and deliberate study of all matters presented in the Petition for Regular Annexation on Application of Owners, as attached hereto as Exhibit "A", and to approve the proposed annexation of such property to the City of Brunswick.

SECTION 3: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety, welfare, and providing for the usual daily operation of a municipality, and for the further reason that the approved legislation must be filed with the Medina County Commissioners' Office twenty (20) days before the May 3, 2022 hearing date, i.e., by April 13, 2022. 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: 1<sup>st</sup> Reading \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_

3<sup>rd</sup> Reading \_\_\_\_\_

ADOPTED: \_\_\_\_\_ AYES \_\_\_\_\_ NAYS \_\_\_\_\_

ATTEST:

---

Clerk of Council  
Laura E. Timura

## PROPOSED LEGISLATION



**DATE:** 3/14/2022

**TO:** Vice Mayor Nicholas Hanek and Members of City Council

**FROM:** Carl S. DeForest, City Manager  
Grant Aungst

**COPY:** Mayor Ron Falconi

**LEGISLATION:** **ORD. NO. 21-2022** - An ordinance approving the final plat for The Preserve at Meadow View 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*)

**BACKGROUND:** On March 3, 2022, the Brunswick City Planning Commission recommended approval to City Council of the final plat for The Preserve at Meadow View SPD-6 development, subject to City Council and Engineering approval, as per attached Exhibit "A".

**PURPOSE AND EXPLANATION:** Pursuant to Sections 1224.04(a)(3) and 1226.04 of the Subdivision Regulations, final plat approval of The Preserve at Meadow View SPD-6 development is subject to City Council and Engineering approval.

**IMPLEMENTATION SCHEDULE:**

Immediately.

**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 of the final plat.

**ADDITIONAL  
INFORMATION:**

APPROVALS

This Plat was duly accepted by the Brunswick City Council at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Ordinance No. \_\_\_\_\_.

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
President of Council

This Plat was duly accepted by the Brunswick City Planning Commission at its regular meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary

This Plat was duly accepted by the Brunswick City Engineer this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
City Engineer

All required central wastewater disposal facilities have been satisfactorily installed or financial guarantees have been approved by the Medina County Sanitary Engineer on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Sanitary Engineer

Approved for transfer this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Tax Map Draftsman

Received for transfer this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Medina County Auditor

Received and recorded this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

At \_\_\_\_\_ A.M./P.M recorded in Plat Document No. \_\_\_\_\_.

Fee: \_\_\_\_\_.

\_\_\_\_\_  
Medina County Recorder

# The Preserve at Meadow View

Creating Sublot Nos. 1-44, Block 'A' and dedicating Blossom Trail Drive and Willow View Circle

Situated in the City of Brunswick, County of Medina and State of Ohio and being part of Original Sanford Tract 3, Lot 5 and further known as being all of a 19.485 acre parcel of land conveyed to Brunswick Meadow View LLC by deed dated January 13, 2021 and recorded in Document No. 2021OR001231 of the Medina County Recorder's Records.



LOCATION MAP

LATITUDE: 41°13'29.8" LONGITUDE: 81°47'56.6"

| AREA TABLE             |               |
|------------------------|---------------|
| Sublots (44)           | 4.7651 Acres  |
| Dedicated Right of Way | 2.8826 Acres  |
| Open Space Block 'A'   | 11.6996 Acres |
| Total                  | 19.3473 Acres |

NOTES

REFERENCES:

"Property Survey" by John K. Sinatra, P.S. 4903 as recorded in Plat Book W, Page 246 of Medina County Recorder's Records.

"Harlem Bryenton Survey" by John A. Bambeck, P.S. 5141 as recorded in Plat Book 13, Page 101a of Medina County Recorder's Records.

Deed & Plat documents of Medina County's Recorder's Records as referenced by survey.

BASIS OF BEARINGS:

Centerline bearing of South Carpenter Road (T.H. 103) was calculated to be North 00°37'18" West, based upon Ohio State Plane Coordinate System, North Zone, NAD 1983, Ground.

NOTE:

All 5/8" x 30" iron pins set are affixed with a plastic cap bearing the inscription "DRG ENG 7631-8557"

ACCEPTANCE & DEDICATION

Know all men by these presents that \_\_\_\_\_ (Print Name), owner/agent of Brunswick Meadow View LLC, owner of the lands embraced within this plat, and do hereby dedicate to public use forever the streets as shown hereon. All Storm Water Management, Storm Sewer, and Sanitary Sewer easements shown hereon are dedicated to the City of Brunswick, the Cleveland Division of Water, the Medina County Sanitary Engineer or the relevant utility providers. It is expressly acknowledged the maintenance and repair of the storm water retention basins and their associated outlet structures are the sole responsibility of the Homeowner's Association as detailed in the covenants, restrictions and easement documents referenced below. The maintenance and repair of the storm sewer is the sole responsibility of the City of Brunswick. The City of Brunswick, however, is granted access to the retention basins to perform whatever services it deems necessary.

Owner/Agent (Sign) \_\_\_\_\_ Date \_\_\_\_\_

County of Medina

State of Ohio

Before me a notary public in and for said county and state, personally appeared the above named \_\_\_\_\_ and \_\_\_\_\_, owners/ agents of Brunswick Meadow View LLC, who acknowledged the making of the foregoing instrument and the signing of this plat to be their own free act and deed. In testimony whereof I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary public

\_\_\_\_\_  
My commission expires

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

| LEGEND              |                     |     |
|---------------------|---------------------|-----|
| DESCRIPTION         | FOUND               | SET |
| MAG NAIL            | ○ M.N.F.            | ✕   |
| MONUMENT BOX        | ⌈                   | ⌋   |
| IRON PIN            | ○ I.P.F.            | ●   |
| IRON PIPE           | ⊙ P.F.              |     |
| LIMITED ACCESS R/W  | --- Ex LA --- Ex LA |     |
| CENTERLINE          |                     |     |
| PROPERTY LINE       |                     |     |
| RIGHT-OF-WAY LINE   | --- Ex R/W ---      |     |
| EASEMENT LINE       | -----               |     |
| ORIGINAL PROP. LINE | ..... Z .....       |     |
| ORIGINAL LOT LINE   | -----               |     |

COVENANTS, RESTRICTIONS & EASEMENTS

The Subdivision shown on this plat is subject to the covenants, restrictions and easements contained in the declaration or restrictions, covenants and easements, filed for record on the \_\_\_\_ day of \_\_\_\_\_ and recorded in Doc. No. \_\_\_\_\_ in the Medina County Recorders Records, State of Ohio.

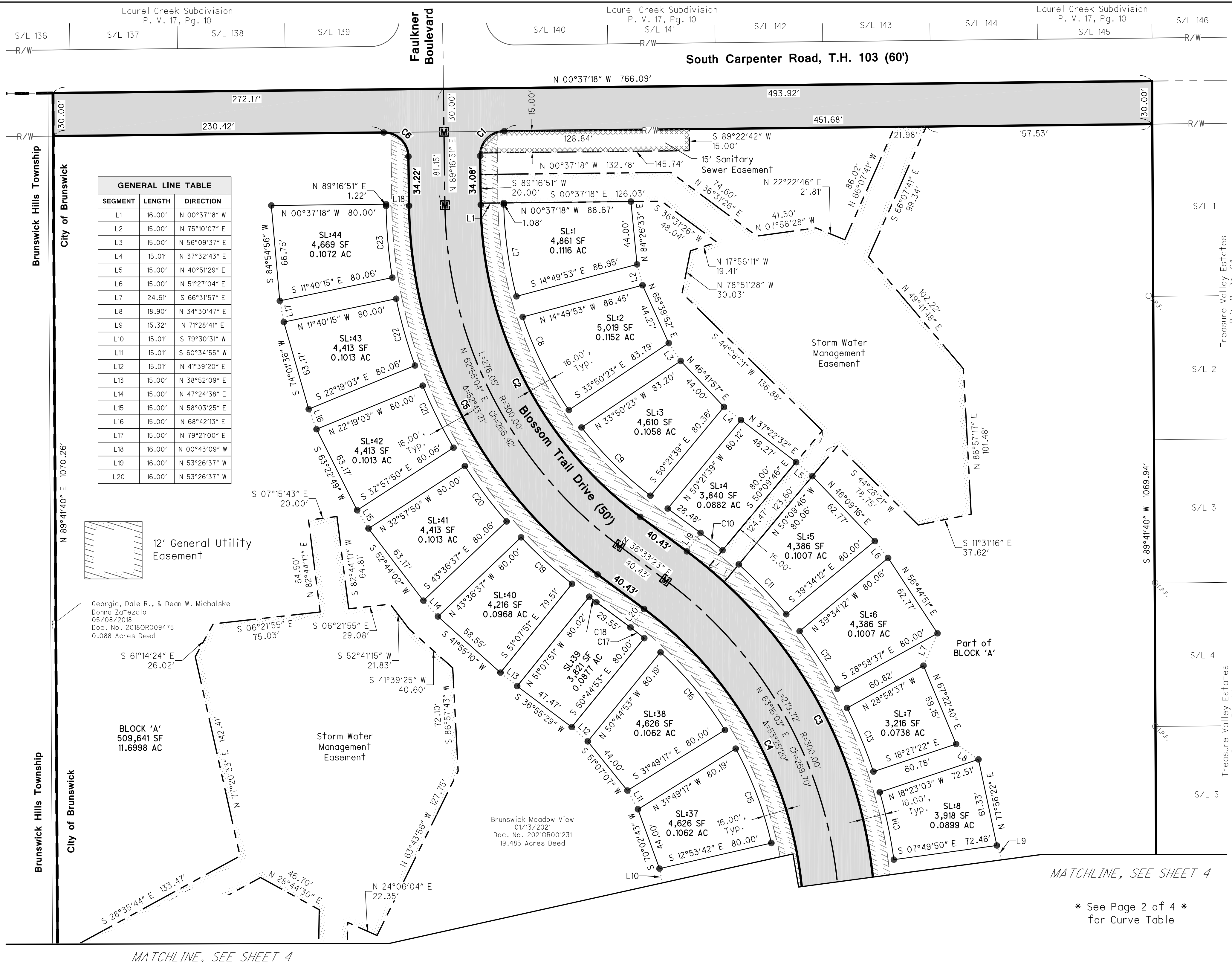
SURVEYOR CERTIFICATION

This Plat was prepared from analysis of recorded plats, recorded deeds, and survey records, as applicable. Distances are given in feet and decimal parts thereof. All dimensional and geodetic details are correct and the survey balances and closes to the best of my knowledge. All monuments shown hereon exist or shall be set as shown.

Jeremy M. Sack P.S. No. S-8557 \_\_\_\_\_ Date \_\_\_\_\_

| Sheet List Table |             |
|------------------|-------------|
| Sheet Number     | Sheet Title |
| 1                | TITLE       |
| 2                | OVERALL     |
| 3                | WEST        |
| 4                | EAST        |

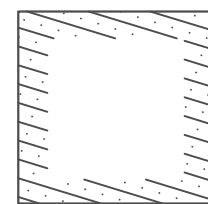




(A) Bruce & Robin Gager  
07/31/1986  
O.R. 318, Pg. 882  
0.4209 Acres Deed

(B) Luann O'Connor  
04/05/2002  
Doc. No. 2002OR013619  
0.4209 Acres Deed

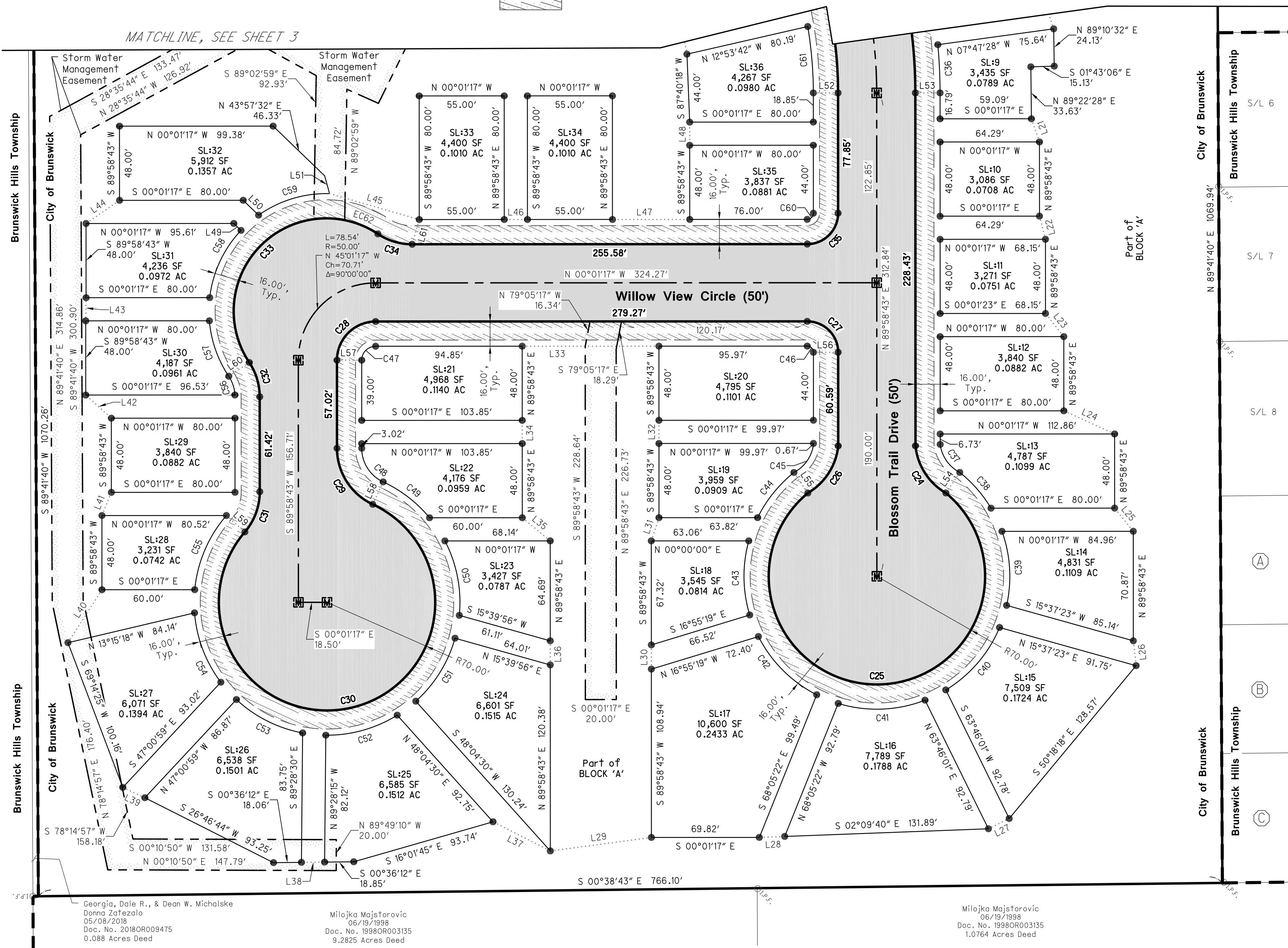
(C) Gary & Stephanie A. Devorak  
06/04/1998  
Doc. No. 1998OR000884  
0.4209 Acres Deed



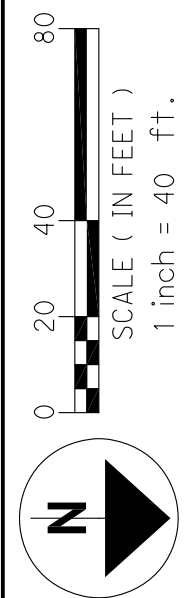
12' General Utility  
Easement

\* See Page 2 of 4 for \*  
Curve and Line Tables

MATCHLINE, SEE SHEET 3



Davey Resource Group  
1310 SHARON COPLEY ROAD, P.O. BOX 37  
SHARON-CENTER, OHIO 44274  
(PHONE) 330.590.8004 (FAX) 330.820.8423



THE PRESERVE AT MEADOW VIEW  
EAST

PROJECT  
NUMBER

2169

DATE

2022-01-27

4  
4

File: F:\Projects\2169 bruns 1849 s carpenter.dwg 2169 plat.dwg Saved: 1/27/2022 2:52 PM (20214) PlotStyle: (PC 2017.ctb) Scale: (1:1) Page Setup: (24 BY 18 PDF)

CITY OF BRUNSWICK, OHIO  
ORDINANCE NO. \_\_\_\_\_

BY:

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE PRESERVE AT MEADOW VIEW DEVELOPMENT, SUBJECT TO FINAL ENGINEERING APPROVAL AND ANY OTHER CONDITIONS IMPOSED BY COUNCIL.

WHEREAS: On March 3, 2022, the Brunswick City Planning Commission recommended approval to City Council of the Final Plat for The Preserve at Meadow View Development, subject to final engineering approval.

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

SECTION 1: That the Final Plat for The Preserve at Meadow View Development, as attached hereto as Exhibit "A", is hereby approved subject to final engineering approval and any other conditions imposed by this Council.

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

---

PASSED: 1<sup>st</sup> Reading \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_

3<sup>rd</sup> Reading \_\_\_\_\_

ADOPTED: \_\_\_\_\_ AYES \_\_\_\_\_ NAYS \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk of Council  
Laura Timura, CMC

# PLANNING COMMISSION

## MEMORANDUM



**DATE:** March 4, 2022

**TO:** City Council  
Carl S. DeForest, City Manager

**FROM:** Pam Plavecski, Planning & Zoning Coordinator *PP*

**SUBJECT:** Ordinance Nos. 21-2022 and 22-2022  
The Preserve at Meadow View SPD-6 and Meijer grocery store final plats

---

The Planning Commission, at their meeting on March 3, 2022, voted to **recommend approval** to City Council of Ordinance Nos. 21-2022 and 22-2022, pertaining to the final plats for The Preserve at Meadow View SPD-6, 1849 South Carpenter Road; and the Meijer grocery store, convenience store, and gas station, 3750 and 3800 Center Road.

The first reading on the proposed legislation is scheduled for City Council's meeting on March 14, 2022.

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

## PROPOSED LEGISLATION



**DATE:** 3/14/2022

**TO:** Vice Mayor Nicholas Hanek and Members of City Council

**FROM:** Carl S. DeForest, City Manager  
Grant Aungst

**COPY:** Mayor Ron Falconi

**LEGISLATION:** **ORD. NO. 22-2022** - An ordinance approving the final plat for the Meijer's 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*)

**BACKGROUND:** The Planning Commission, at their meeting on March 3, 2022, recommended approval to City Council of the Meijer grocery store, convenience store, and gas station final plat, 3750 and 3800 Center Road, to create a new right-of-way being dedicated to the city, along with the widening of Center Road for the addition of right turn lanes into the site and onto Warren Drive, as per attached Exhibit "A".

**PURPOSE AND EXPLANATION:** Approval of the final plat is required by the City Engineer and City Council, pursuant to Sections 1224.04(a)(3) and 1226.04 of the Subdivision Regulations.

**IMPLEMENTATION SCHEDULE:**

Immediately.

**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 approval of the final plat.

**ADDITIONAL  
INFORMATION:**

G:\GS\Projects\Meijer\78395 - Meijer Brunswick OH (BWK)\Drawings\78395 - ROW Dedication Plat-R4.dwg, Plotted By: Kaczmarzyk, Plotted: Feb 08, 2022 - 2:47pm

# RIGHT-OF-WAY DEDICATION PLAT

SITUATED IN THE CITY OF BRUNSWICK, COUNTY OF MEDINA AND STATE OF OHIO  
KNOWN AS BEING A PART OF THE ORIGINAL BRUNSWICK TOWNSHIP LOT NO. 7, TRACT 2

## OWNER ACCEPTANCE:

I, THE UNDERSIGNED, REPRESENTATIVE OF MEIJER STORES LIMITED PARTNERSHIP, OWNER OF THE LAND PLATTED HEREIN, DOES HEREBY ACCEPT THIS RIGHT-OF-WAY DEDICATION PLAT OF THE SAME.

MEIJER STORES LIMITED PARTNERSHIP  
BY: MEIJER GROUP, INC.  
ITS: GENERAL PARTNER

BY: \_\_\_\_\_  
MICHAEL FLICKINGER  
VICE PRESIDENT – REAL ESTATE

## NOTARY:

COUNTY \_\_\_\_\_  
STATE \_\_\_\_\_

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DID PERSONALLY APPEAR THE ABOVE SAID OWNER, WHO ACKNOWLEDGED THE SIGNING OF THE FOREGOING INSTRUMENT AND THAT THE SAME WAS THEIR FREE ACT AND DEED BOTH INDIVIDUALLY AND AS SAID OFFICER.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL

AT \_\_\_\_\_, \_\_\_\_\_

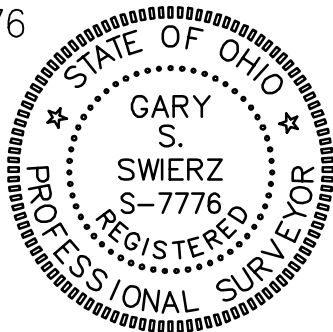
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC MY COMMISSION EXPIRES

## SURVEYOR'S CERTIFICATION:

THIS PLAT AND THE SURVEY ON WHICH IT IS BASED IS A TRUE REPRESENTATION OF A SURVEY PERFORMED ON THE GROUND UNDER MY DIRECT SUPERVISION. ALL DISTANCES GIVEN ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF. ALL BEARINGS SHOWN ARE BASED ON STATE PLANE COORDINATE SYSTEM NAD83, ZONE OHIO NORTH. ALL MONUMENTS WERE FOUND OR SET AS INDICATED HEREON, ALL OF WHICH I CERTIFY TO BE CORRECT TO THE BEST OF MY KNOWLEDGE.

\_\_\_\_\_  
GARY S. SWIERZ, PS  
OHIO REGISTERED SURVEYOR NO. 7776  
LICENSE EXPIRES 12/31/23  
  
4454 IDEA CENTER BOULEVARD  
DAYTON, OH 45430  
PH.: 937.461.5660



## REFERENCE SURVEYS:

1. ALTA/NSPS LAND TITLE SURVEY, PREPARED BY WOOLPERT INC. UNDER PROJECT NO. 78395 AND DATED MARCH 08, 2019, LAST REVISED ON NOVEMBER 05, 2020.
2. LOT CONSOLIDATION PLAT RECORDED IN DOC. NO. 2020PL000052.
3. DEEDS AND PLATS, MEDINA COUNTY RECORDER'S RECORDS AS SHOWN ON THE SURVEY.
4. CONSOLIDATION PLAT, PREPARED BY WOOLPERT INC. UNDER PROJECT NO. 78395 AND DATED JUNE 02, 2020, LAST REVISED ON SEPTEMBER 10, 2020 AND RECORDED OCTOBER 23, 2020 AS DOCUMENT NO. 2020PL000052.
5. CONSOLIDATION PLAT, PREPARED BY WOOLPERT INC. UNDER PROJECT NO. 78395 AND DATED DECEMBER 08, 2020, LAST REVISED ON JANUARY 14, 2021. MEDINA COUNTY ENGINEER'S SURVEY REFERENCE 2021-23

## RIGHT-OF-WAY PARCEL LEGAL DESCRIPTION:

SITUATED IN THE CITY OF BRUNSWICK, COUNTY OF MEDINA, AND STATE OF OHIO; AND KNOWN AS BEING PART OF ORIGINAL BRUNSWICK TOWNSHIP LOT NO. 7, TRACT NO. 2, ALSO BEING A PART OF THE PARCEL OF LAND CONVEYED TO MEIJER STORES LIMITED PARTNERSHIP PER THE QUIT CLAIM DEED RECORDED MARCH 2ND, 2021 PER DOCUMENT NUMBER 2021OR006063, (ALL REFERENCES TO DEEDS, MICROFICHE, PLATS, ETC. REFER TO THE RECORDS OF THE MEDINA COUNTY RECORDER'S OFFICE, UNLESS OTHERWISE NOTED) BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING FOR REFERENCE AT A 5/8" REBAR IN A MONUMENT BOX FOUND AT THE NORTHWEST CORNER OF ORIGINAL BRUNSWICK TOWNSHIP LOT NO. 7, TRACT 2, SAID POINT ALSO BEING IN THE CENTERLINE OF CENTER ROAD, (STATE ROAD 303) AND THE CENTERLINE OF MAXWELL BOULEVARD/HADCOCK ROAD;  
THENCE NORTH 89 DEGREES 15 MINUTES 50 SECONDS EAST, ALONG THE CENTERLINE OF CENTER ROAD, ALSO BEING ALONG THE NORTH LINE OF LOT NO. 7, TRACT NO. 2, A DISTANCE OF 320.08 FEET;

THENCE SOUTH 00 DEGREES 22 MINUTES 45 SECONDS EAST, A DISTANCE OF 60.00 FEET TO A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF SAID CENTER ROAD AT THE NORTHWEST CORNER OF SAID LAND CONVEYED TO MEIJER STORES LIMITED PARTNERSHIP, BEING A FOUND 5/8" REBAR WITH AN ILLEGIBLE CAP, BEING THE PRINCIPAL PLACE OF BEGINNING OF THE PARCEL HEREIN DESCRIBED:  
THENCE NORTH 89 DEGREES 15 MINUTES 50 SECONDS EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF CENTER ROAD, BEING THE NORTH LINE OF SAID MEIJER STORES LIMITED PARTNERSHIP PARCEL, A DISTANCE OF 593.48 FEET TO A 5/8" REBAR WITH A C.DEMPSEY P.S. CAP FOUND AT THE NORTHEAST CORNER OF SAID MEIJER STORES LIMITED PARTNERSHIP PARCEL, SAID POINT BEING AT THE WEST RIGHT-OF-WAY LINE OF WARREN DRIVE, A 60' WIDE PUBLIC RIGHT-OF-WAY, PER THE PLAT THEREOF RECORDED JULY 28, 1998 PER DOCUMENT NUMBER 1998PL000027;

THENCE SOUTH 00 DEGREES 43 MINUTES 38 SECONDS EAST, ALONG THE EAST LINE OF SAID MEIJER STORES LIMITED PARTNERSHIP PARCEL, BEING ALSO SAID WEST RIGHT-OF-WAY LINE OF WARREN DRIVE, A DISTANCE OF 30.41 FEET TO A 5/8" REBAR WITH A WOOLPERT CAP SET;  
THENCE NORTH 52 DEGREES 28 MINUTES 48 SECONDS WEST, A DISTANCE OF 32.96 FEET TO A POINT ON A LINE BEING 10.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID MEIJER LIMITED PARTNERSHIP PARCEL, BEING A 5/8" REBAR WITH A WOOLPERT CAP SET;  
THENCE ALONG SAID LINE, SOUTH 89 DEGREES 15 MINUTES 50 SECONDS WEST, A DISTANCE OF 567.66 FEET TO A POINT ON THE WEST LINE OF SAID MEIJER STORES LIMITED PARTNERSHIP PARCEL, BEING A 5/8" REBAR WITH A WOOLPERT CAP SET;

THENCE NORTH 00 DEGREES 22 MINUTES 45 SECONDS WEST, ALONG THE WEST LINE OF SAID MEIJER STORES LIMITED PARTNERSHIP PARCEL, A DISTANCE OF 10.00 FEET TO THE PRINCIPAL PLACE OF BEGINNING;

SUBJECT TO ALL HIGHWAYS, EASEMENTS AND COVENANTS OF LEGAL RECORD.  
THE ABOVE DESCRIBED PARCEL CONTAINS 6,199 SQUARE FEET OR 0.1423 ACRES.

THIS DESCRIPTION WAS PREPARED UNDER THE DIRECTION OF GARY S. SWIERZ, OHIO REGISTERED SURVEYOR NO. 7776, BASED UPON A FIELD SURVEY PERFORMED IN FEBRUARY 2019. BEARINGS ARE BASED UPON THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE (NAD83). SAID BEARINGS ORIGINATED FROM SAID COORDINATE SYSTEM BY GPS OBSERVATIONS AND OBSERVATIONS OF SELECTED STATIONS IN THE NATIONAL GEODETIC SURVEY CONTINUOUSLY OPERATING REFERENCE STATION (NGS CORS) NETWORK. THE BEARING OF THE CENTERLINE OF CENTER ROAD, STATE ROUTE 303, BEING NORTH 89 DEGREES 15 MINUTES 50 SECONDS EAST.

5/8" REBARS SET ARE 30" IN LENGTH W/WOOLPERT INC. CAP

## BASIS OF BEARINGS:

THE CENTERLINE OF CENTER ROAD, STATE ROUTE 303, BEING NORTH 89°15'50" EAST ESTABLISHED FROM STATE PLANE COORDINATE SYSTEM NAD 83, ZONE OHIO NORTH BASED ON GPS OBSERVATIONS AND OBSERVATIONS OF SELECTED STATIONS IN THE NATIONAL GEODETIC SURVEY CONTINUOUSLY OPERATING REFERENCE STATION (NGS CORS) NETWORK ON 02/13/19.

## NOTES:

1. ALL DIMENSIONS/BEARINGS SHOWN HEREON ARE MEASURED DIMENSIONS/BEARINGS.
2. THE BASIS OF MEASURED BEARINGS AND HORIZONTAL DATUM SHOWN HEREON IS THE OHIO STATE PLANE COORDINATE SYSTEM NORTH ZONE (NAD 83). SAID BEARINGS ORIGINATED FROM SAID COORDINATE SYSTEM BY GPS OBSERVATIONS AND OBSERVATIONS OF SELECTED STATIONS IN THE NATIONAL GEODETIC SURVEY CONTINUOUSLY OPERATING REFERENCE STATION (NGS CORS) NETWORK.
3. DISTANCES SHOWN HEREON ARE GRID DISTANCES IN FEET AND DECIMAL PARTS THEREOF. IN ORDER TO CALCULATE A GROUND DISTANCE, GRID DISTANCE SHALL BE MULTIPLIED BY 1.000104.
4. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON.

## APPROVALS:

THIS RIGHT-OF-WAY DEDICATION IS ACCEPTED AND APPROVED BY THE CITY OF BRUNSWICK ENGINEER.

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
CITY ENGINEER

THIS RIGHT-OF-WAY DEDICATION IS ACCEPTED AND APPROVED BY THE CITY OF BRUNSWICK PLANNING COMMISSION.

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
SECRETARY

APPROVED THIS \_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
TAX MAP DRAFTSMAN

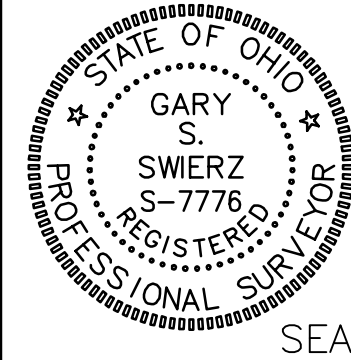
RECEIVED FOR TRANSFER THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
MEDINA COUNTY AUDITOR

RECEIVED FOR RECORDING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_, \_\_.M

RECORDED IN PLAT BOOK VOLUME \_\_\_\_ PAGE \_\_\_\_  
FEE \$ \_\_\_\_\_

\_\_\_\_\_  
MEDINA COUNTY RECORDER



SEAL

| NO. | DATE     | REVISION     |
|-----|----------|--------------|
|     |          |              |
| 4.  | 02/08/22 | PER COMMENTS |
| 3.  | 01/13/22 | PER COMMENTS |
| 2.  | 09/22/21 | PER COMMENTS |
| 1.  | 08/17/21 | PER COMMENTS |

|                      |                  |
|----------------------|------------------|
| PROJECT NO:<br>78395 | DATE<br>07/08/21 |
| SCALE AS SHOWN       |                  |
| DES. SRK             |                  |
| DR. PTK              |                  |
| CKD. GSS             |                  |

WOOLPERT, INC.  
4454 Idea Center Blvd  
Dayton, OH 45430  
DESIGN | GEOSPATIAL | INFRASTRUCTURE  
937.461.5660  
FAX: 937.461.0743

MEIJER - BWK, BRUNSWICK, OH  
ORIGINAL BRUNSWICK TOWNSHIP  
TRACT 2, LOT 7, CITY OF BRUNSWICK,  
COUNTY OF MEDINA, STATE OF OHIO

DEDICATION PLAT

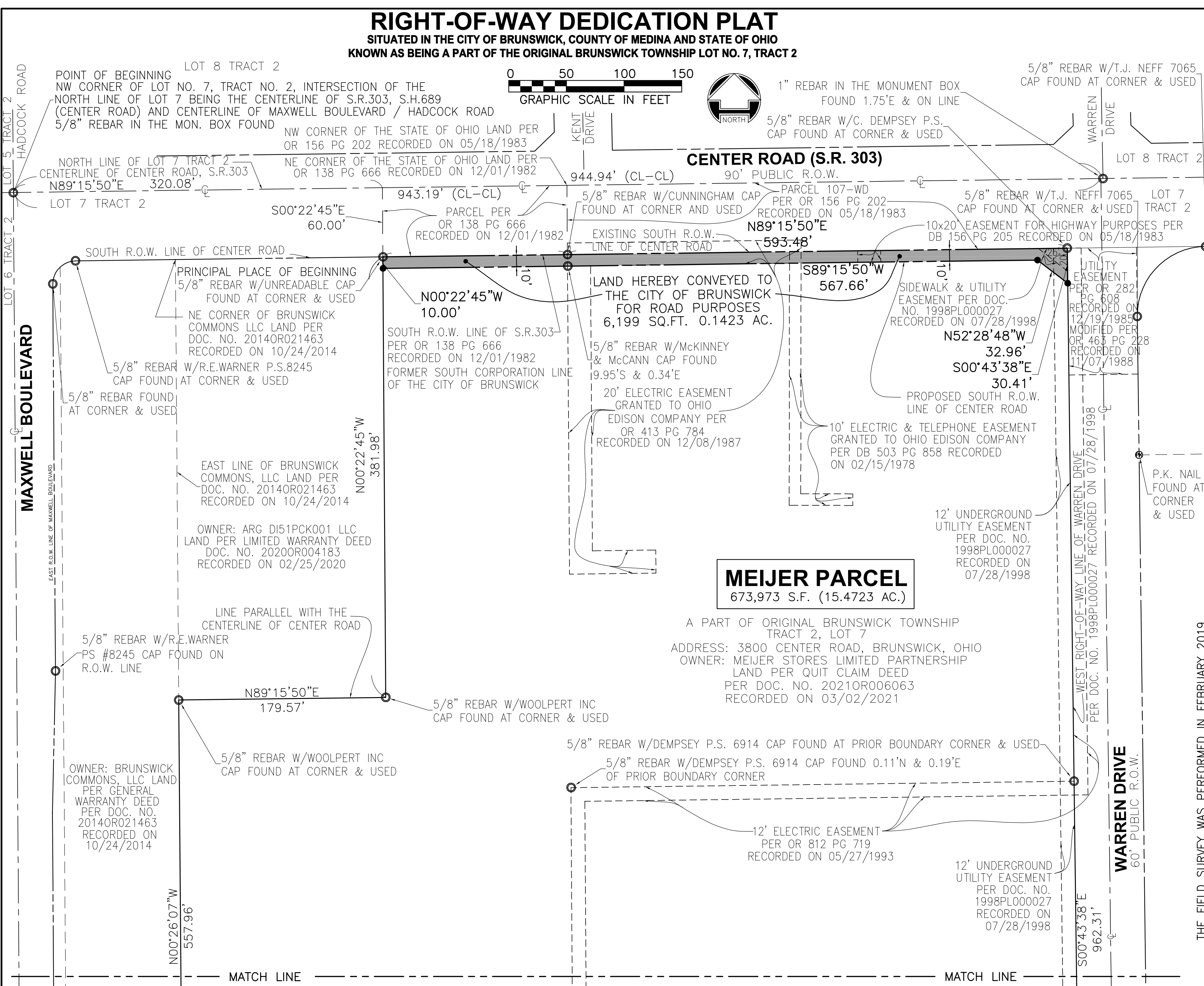
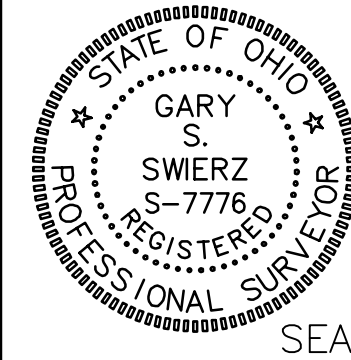
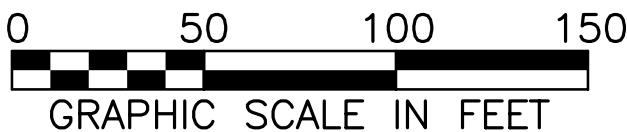
SHEET NO.  
**1 of 3**

THE FIELD SURVEY WAS PERFORMED IN FEBRUARY 2019

G:\GS\Projects\Meijer\78395 - Meijer Brunswick OH (BWK)\Drawings\78395 - ROW Dedication Plat-R4.dwg, Plotted By: Kaczmarzyk, Plotted: Feb 08, 2022 - 2:47pm

# RIGHT-OF-WAY DEDICATION PLAT

SITUATED IN THE CITY OF BRUNSWICK, COUNTY OF MEDINA AND STATE OF OHIO  
KNOWN AS BEING A PART OF THE ORIGINAL BRUNSWICK TOWNSHIP LOT NO. 7, TRACT 2



| REVISION | NO. | DATE |
|----------|-----|------|
|          |     |      |
|          |     |      |
|          |     |      |
|          |     |      |

|             |          |
|-------------|----------|
| PROJECT NO: | 78395    |
| DATE        | 07/08/21 |
| SCALE       | AS SHOWN |
| DES.        | SRK      |
| DR.         | PTK      |
| CKD.        | GSS      |

**WOOLPERT, INC.**  
4454 Idea Center Blvd  
Dayton, OH 45430  
937.461.5660  
FAX: 937.461.0743

**WOOLPERT**  
DESIGN (GEOSPATIAL) INFRASTRUCTURE

**MEIJER - BWK, BRUNSWICK, OH**  
ORIGINAL BRUNSWICK TOWNSHIP  
TRACT 2, LOT 7, CITY OF BRUNSWICK,  
COUNTY OF MEDINA, STATE OF OHIO

**DEDICATION PLAT**

SHEET NO.  
**2 of 3**

THE FIELD SURVEY WAS PERFORMED IN FEBRUARY 2019

c:\GS\Projects\Meijer\78395 - Meijer Brunswick OH (BWK)\Drawings\78395 - ROW Dedication Plat-R4.dwg, Plotted By: Kaczmarzyk, Plotted: Feb 08, 2022 - 2:51pm

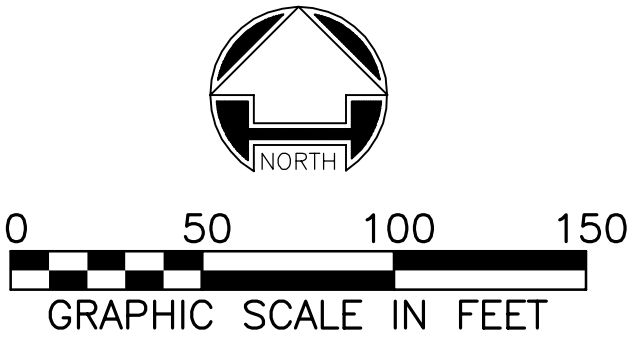
RIGHT-OF-WAY DEDICATION PLAT  
SITUATED IN THE CITY OF BRUNSWICK, COUNTY OF MEDINA AND STATE OF OHIO  
KNOWN AS BEING A PART OF THE ORIGINAL BRUNSWICK TOWNSHIP LOT NO. 7, TRACT 2

LEGEND:

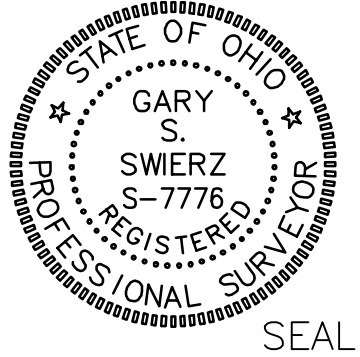
- CONSOLIDATED PARCEL LINE
- LOT/PARCEL LINE
- EXISTING R.O.W. LINE
- PROPOSED R.O.W. LINE
- CENTER LINES

- SET R.R. SPIKE/NAIL IN ASPHALT OR SET #5 5/8"x30" REBAR W/WOOLPERT INC. CAP IN SOIL OR CUT CROSS IN CONCRETE
- REBAR FOUND AS NOTED
- PK NAIL FOUND AS NOTED
- P.O.B. POINT OF BEGINNING
- P.P.O.B. PRINCIPAL PLACE OF BEGINNING
- R.O.W. RIGHT-OF-WAY
- DV DEED VOLUME
- OR OFFICIAL RECORD
- PV PLAT VOLUME
- PG PAGE
- CL CENTER LINE

R.O.W. HEREBY CONVEYED



SITE MAP  
NOT TO SCALE



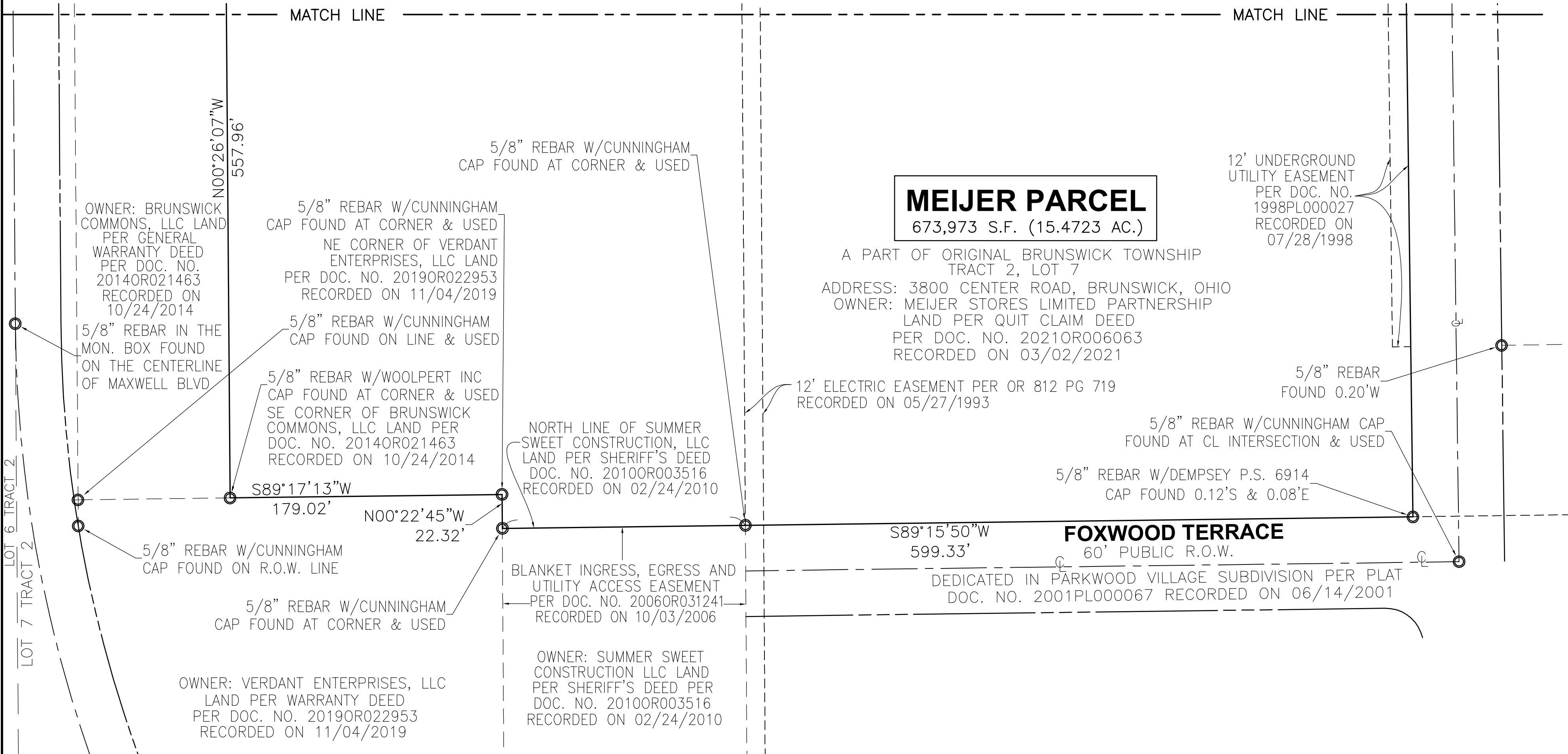
| NO. | DATE     | REVISION     |
|-----|----------|--------------|
| 4.  | 02/08/22 | PER COMMENTS |
| 3.  | 01/13/22 | PER COMMENTS |
| 2.  | 09/22/21 | PER COMMENTS |
| 1.  | 08/17/21 | PER COMMENTS |

PROJECT NO.: 78395  
DATE 07/08/21  
SCALE AS SHOWN  
DES. SRK  
DR. PTK  
CKD. GSS

WOOLPERT, INC.  
4454 Idea Center Blvd  
Dayton, OH 45430  
937.461.5660  
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MEIJER - BWK, BRUNSWICK, OH  
ORIGINAL BRUNSWICK TOWNSHIP  
TRACT 2, LOT 7, CITY OF BRUNSWICK,  
COUNTY OF MEDINA, STATE OF OHIO  
DEDICATION PLAT

SHEET NO.  
3 of 3



CITY OF BRUNSWICK, OHIO  
ORDINANCE NO. \_\_\_\_\_

BY:

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE MEIJER'S DEVELOPMENT, SUBJECT TO FINAL ENGINEERING APPROVAL AND ANY OTHER CONDITIONS IMPOSED BY COUNCIL.

WHEREAS: On March 3, 2022, the Brunswick City Planning Commission recommended approval to City Council of the Final Plat for the Meijer's Development, subject to final engineering approval.

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

SECTION 1: That the Final Plat for the Meijer's Development, as attached hereto as Exhibit "A", is hereby approved subject to final engineering approval and any other conditions imposed by this Council.

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

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PASSED: 1<sup>st</sup> Reading \_\_\_\_\_

2<sup>nd</sup> Reading \_\_\_\_\_

3<sup>rd</sup> Reading \_\_\_\_\_

ADOPTED: \_\_\_\_\_ AYES \_\_\_\_\_ NAYS \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk of Council  
Laura Timura, CMC

# PLANNING COMMISSION

## MEMORANDUM



**DATE:** March 4, 2022

**TO:** City Council  
Carl S. DeForest, City Manager

**FROM:** Pam Plavecski, Planning & Zoning Coordinator *PP*

**SUBJECT:** Ordinance Nos. 21-2022 and 22-2022  
The Preserve at Meadow View SPD-6 and Meijer grocery store final plats

---

The Planning Commission, at their meeting on March 3, 2022, voted to **recommend approval** to City Council of Ordinance Nos. 21-2022 and 22-2022, pertaining to the final plats for The Preserve at Meadow View SPD-6, 1849 South Carpenter Road; and the Meijer grocery store, convenience store, and gas station, 3750 and 3800 Center Road.

The first reading on the proposed legislation is scheduled for City Council's meeting on March 14, 2022.

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

## PROPOSED LEGISLATION



**DATE:** 3/14/2022

**TO:** Vice Mayor Nicholas Hanek and Members of City Council

**FROM:** Carl S. DeForest, City Manager  
Matt Jones

**COPY:** Mayor Ron Falconi

**LEGISLATION:** **ORD. NO. 23-2022** - An emergency resolution authorizing the City Manager to enter into a contract with Eclipse Co., LLC for construction of the Magnolia Drive Storm Relief Sewer project in the amount of \$604,258.82. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

**BACKGROUND:** Authorization for public bid granted by City Council motion on November 8, 2021.

**PURPOSE AND  
EXPLANATION:**

The proposed project will install a storm relief sewer on Magnolia Drive between Normandy Drive and North Park. Also included in the scope is replacement and upsizing of an existing storm sewer segment at the Magnolia/Westchester intersection. The new storm sewer will serve as a partial bypass of the existing undersized storm outlets into Healey Creek from Normandy, Claremont, and Melbourne Drives, diverting flow into the North Park retention basin. This will serve to reduce peak flows and erosion in this portion of the creek and will create extra capacity in the existing storm sewers on Magnolia, with the intent of reducing the likelihood of structural flooding. The project is being primarily funded by a \$500,000 grant from the Ohio Department of Natural Resources.

**IMPLEMENTATION**

**SCHEDULE:** The project is anticipated to commence in early April 2022 and will take approximately six (6) weeks to complete.

**FINANCIAL  
INFORMATION:**

**FINANCIAL  
SUMMARY:**

This project is being funded primarily by a grant from the Ohio Department of Natural Resources, Parks and Recreation Improvement Fund in the amount of \$500,000 (Account# 300-0564-56000). The remainder will be funded with City appropriations (Account# 300-0564-56700). This funding is contingent upon receipt of the executed agreement from ODNR, which is presently in process.

**RECOMMENDED**

**ACTION:**

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

If emergency or suspension of the rules, why the request?  
It is requested that legislation is passed by emergency measure with suspension of the rules for the immediate preservation of the public peace, property, health, safety, or welfare, and providing for the usual daily operation of a municipality, and for the further reason that this project may commence and be completed during the 2022 construction season.

**ADDITIONAL  
INFORMATION:**

# MEMO

Engineering Department



TO: City Council  
FROM: Matthew M. Jones, P.E.  
DATE: March 14, 2022  
RE: Magnolia Drive Storm Relief Sewer

---

On December 2, 2021, public bids were opened for the Magnolia Drive Storm Relief Sewer project. A tabulation of the bid results is attached for your reference. Seven companies submitted bids for the project. The low bidder for the project was Eclipse Co., LLC at \$558,235.82 (base bid), \$604,258.82 (including additive alternate). The Engineer's estimate was \$720,000.00. Fabrizi Trucking and Paving Co., Inc. was the second low bidder with a bid of \$602,762.00 (base bid), \$634,412.00 (including additive alternate).

This project will facilitate the installation of approximately 1,150 lineal feet of new storm sewer main ranging in size from 30" to 48" diameter on Magnolia Drive between Normandy Drive and North Park (base bid), along with replacement of 75 feet of existing 48" storm sewer on Westchester Drive south of Magnolia with a new 54" storm sewer (additive alternate). Concrete street panels and drive aprons will be replaced as needed to accommodate the work.

CVE staff has contacted a sampling of municipal references provided by Eclipse. The reference check did not find any reoccurring issues with Eclipse. Three municipalities were contacted regarding three separate projects, and all characterized them as an above average contractor.

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

Therefore, I respectfully request that City Council consider emergency legislation to award a contract for the base bid and additive alternate in the amount of \$604,258.82 to Eclipse Co., LLC. to complete the Magnolia Drive Storm Relief Sewer project.

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

## Attachments

C: Carl DeForest, City Manager  
Paul Barnett, Service Director  
Todd Fischer, Finance Director  
Ken Fisher, Law Director

**BID TABULATION**  
**Magnolia Drive Storm Relief Sewer**  
**City of Brunswick**

**DATE: December 2, 2021**  
**CVE JOB NO. 21340 Engineer's Estimate \$720,000.00**

|                                                            |                                               |      |       | ECLIPSE CO., LLC                               |              | FABRIZI TRUCKING & PAVING CO., INC. |              |
|------------------------------------------------------------|-----------------------------------------------|------|-------|------------------------------------------------|--------------|-------------------------------------|--------------|
| ITEM                                                       | DESCRIPTION                                   | UNIT | QTY.  | UNIT PRICE                                     | TOTAL PRICE  | UNIT PRICE                          | TOTAL PRICE  |
| 1                                                          | CLEARING AND GRUBBING                         | LUMP | 1     | \$6,000.00                                     | \$6,000.00   | \$5,500.00                          | \$5,500.00   |
| 2                                                          | EXPLORATORY EXCAVATION                        | EACH | 5     | \$1,200.00                                     | \$6,000.00   | \$400.00                            | \$2,000.00   |
| 3                                                          | STORM MANHOLE REMOVED                         | EACH | 2     | \$600.00                                       | \$1,200.00   | \$100.00                            | \$200.00     |
| 4                                                          | 24" STORM SEWER REMOVED                       | LF   | 35    | \$21.00                                        | \$735.00     | \$15.00                             | \$525.00     |
| 5                                                          | 30" STORM SEWER REMOVED                       | LF   | 20    | \$38.00                                        | \$760.00     | \$10.00                             | \$200.00     |
| 6                                                          | 30" STORM SEWER                               | LF   | 22    | \$179.00                                       | \$3,938.00   | \$196.00                            | \$4,312.00   |
| 7                                                          | 36" STORM SEWER                               | LF   | 380   | \$167.00                                       | \$63,460.00  | \$203.00                            | \$77,140.00  |
| 8                                                          | 42" STORM SEWER                               | LF   | 400   | \$200.00                                       | \$80,000.00  | \$262.00                            | \$104,800.00 |
| 9                                                          | 48" STORM SEWER                               | LF   | 350   | \$250.00                                       | \$87,500.00  | \$309.00                            | \$108,150.00 |
| 10                                                         | 60" STORM MANHOLE                             | EACH | 1     | \$7,000.00                                     | \$7,000.00   | \$5,470.00                          | \$5,470.00   |
| 11                                                         | 72" STORM MANHOLE                             | EACH | 2     | \$8,500.00                                     | \$17,000.00  | \$6,960.00                          | \$13,920.00  |
| 12                                                         | 84" STORM MANHOLE                             | EACH | 3     | \$10,500.00                                    | \$31,500.00  | \$9,575.00                          | \$28,725.00  |
| 13                                                         | HW-2.1 HEADWALL                               | EACH | 1     | \$1,800.00                                     | \$1,800.00   | \$1,400.00                          | \$1,400.00   |
| 14                                                         | ROCK CHANNEL PROTECTION, TYPE B W/ FILTER     | CY   | 12    | \$149.00                                       | \$1,788.00   | \$125.00                            | \$1,500.00   |
| 15                                                         | 6" PVC STORM LATERAL                          | EACH | 5     | \$2,300.00                                     | \$11,500.00  | \$750.00                            | \$3,750.00   |
| 16                                                         | SANITARY LATERAL REPLACEMENT                  | EACH | 2     | \$2,300.00                                     | \$4,600.00   | \$750.00                            | \$1,500.00   |
| 17                                                         | WATER CONNECTION REPLACEMENT , AS DIRECTED    | EACH | 5     | \$1,700.00                                     | \$8,500.00   | \$2,095.00                          | \$10,475.00  |
| 18                                                         | 8" WATERMAIN W/ POLYETHYLENE ENCASEMENT       | LF   | 300   | \$159.00                                       | \$47,700.00  | \$103.00                            | \$30,900.00  |
| 19                                                         | WATERMAIN LOWERING #1                         | EACH | 4     | \$2,686.00                                     | \$10,744.00  | \$9,010.00                          | \$36,040.00  |
| 20                                                         | 8"x 8" TEE                                    | EACH | 3     | \$718.00                                       | \$2,154.00   | \$445.00                            | \$1,335.00   |
| 21                                                         | 8" CUT-IN-VALVE                               | EACH | 11    | \$3,368.00                                     | \$37,048.00  | \$4,090.00                          | \$44,990.00  |
| 22                                                         | 7" CONCRETE SLAB REPAIR                       | SY   | 600   | \$69.00                                        | \$41,400.00  | \$88.00                             | \$52,800.00  |
| 23                                                         | ODOT 304 AGGREGATE BASE                       | CY   | 30    | \$93.00                                        | \$2,790.00   | \$56.00                             | \$1,680.00   |
| 24                                                         | CONCRETE DRIVE REPAIR                         | SF   | 2,700 | \$6.00                                         | \$16,200.00  | \$9.50                              | \$25,650.00  |
| 25                                                         | CONCRETE SIDEWALK                             | SF   | 3,600 | \$6.00                                         | \$21,600.00  | \$6.00                              | \$21,600.00  |
| 26                                                         | CURB RAMP                                     | SF   | 250   | \$15.00                                        | \$3,750.00   | \$26.00                             | \$6,500.00   |
| 27                                                         | MISCELLANEOUS METAL                           | LBS  | 1,000 | \$5.00                                         | \$5,000.00   | \$1.75                              | \$1,750.00   |
| 28                                                         | LINEAR GRADING, TOPSOIL, SEEDING AND MULCHING | LUMP | 1     | \$18,000.00                                    | \$18,000.00  | \$8,450.00                          | \$8,450.00   |
| 29                                                         | MAINTENANCE OF TRAFFIC                        | LUMP | 1     | \$18,568.82                                    | \$18,568.82  | \$1,500.00                          | \$1,500.00   |
| TOTAL PROJECT COST                                         |                                               |      |       | TOTAL                                          | \$558,235.82 | TOTAL                               | \$602,762.00 |
|                                                            |                                               |      |       | NUMBER OF DAYS TO COMPLETE: 35 days            |              | NUMBER OF DAYS TO COMPLETE: 120     |              |
|                                                            |                                               |      |       | EARLIEST STARTING DATE:10 ten days from N.T.P. |              | EARLIEST STARTING DATE: 1-15-22     |              |
| A1                                                         | TREE REMOVED, 30" SIZE                        | EACH | 1     | \$1,130.00                                     | \$1,130.00   | \$3,200.00                          | \$3,200.00   |
| A2                                                         | 48" STORM SEWER REMOVED                       | LF   | 75    | \$19.00                                        | \$1,425.00   | \$3.00                              | \$225.00     |
| A3                                                         | HEADWALL REMOVED                              | EACH | 1     | \$418.00                                       | \$418.00     | \$100.00                            | \$100.00     |
| A4                                                         | PAVEMENT REMOVED                              | SY   | 125   | \$3.00                                         | \$375.00     | \$12.00                             | \$1,500.00   |
| A5                                                         | 54" STORM SEWER                               | LF   | 75    | \$305.00                                       | \$22,875.00  | \$200.00                            | \$15,000.00  |
| A6                                                         | HW-1.1 HEADWALL, TYPE B                       | EACH | 1     | \$14,000.00                                    | \$14,000.00  | \$10,500.00                         | \$10,500.00  |
| A7                                                         | LINEAR GRADING, TOPSOIL, SEEDING AND MULCHING | LUMP | 1     | \$5,800.00                                     | \$5,800.00   | \$1,125.00                          | \$1,125.00   |
| PAGE 1 TOTAL COST-ADDITIVE ALTERNATE (ITEMS A1 THROUGH A7) |                                               |      |       | TOTAL                                          | \$46,023.00  | TOTAL                               | \$31,650.00  |
|                                                            |                                               |      |       | NUMBER OF DAYS TO COMPLETE: 5 days             |              | NUMBER OF DAYS TO COMPLETE: 15      |              |
|                                                            |                                               |      |       | EARLIEST STARTING DATE:10 days from N.T.P.     |              | EARLIEST STARTING DATE: 1-15-22     |              |

\*reflects written words

|      |                                                     |      |       | S.E.T., INC.                                                         |              | TRI MOR CORPORATION                                                                 |              |
|------|-----------------------------------------------------|------|-------|----------------------------------------------------------------------|--------------|-------------------------------------------------------------------------------------|--------------|
| ITEM | DESCRIPTION                                         | UNIT | QTY.  | UNIT PRICE                                                           | TOTAL PRICE  | UNIT PRICE                                                                          | TOTAL PRICE  |
| 1    | CLEARING AND GRUBBING                               | LUMP | 1     | \$3,300.00                                                           | \$3,300.00   | \$10,000.00                                                                         | \$10,000.00  |
| 2    | EXPLORATORY EXCAVATION                              | EACH | 5     | \$750.00                                                             | \$3,750.00   | \$400.00                                                                            | \$2,000.00   |
| 3    | STORM MANHOLE REMOVED                               | EACH | 2     | \$400.00                                                             | \$800.00     | \$500.00                                                                            | \$1,000.00   |
| 4    | 24" STORM SEWER REMOVED                             | LF   | 35    | \$36.00                                                              | \$1,260.00   | \$50.00                                                                             | \$1,750.00   |
| 5    | 30" STORM SEWER REMOVED                             | LF   | 20    | \$53.00                                                              | \$1,060.00   | \$126.00                                                                            | \$2,520.00   |
| 6    | 30" STORM SEWER                                     | LF   | 22    | \$325.00                                                             | \$7,150.00   | \$300.00                                                                            | \$6,600.00   |
| 7    | 36" STORM SEWER                                     | LF   | 380   | \$190.00                                                             | \$72,200.00  | \$215.00                                                                            | \$81,700.00  |
| 8    | 42" STORM SEWER                                     | LF   | 400   | \$227.00                                                             | \$90,800.00  | \$240.00                                                                            | \$96,000.00  |
| 9    | 48" STORM SEWER                                     | LF   | 350   | \$258.00                                                             | \$90,300.00  | \$290.00                                                                            | \$101,500.00 |
| 10   | 60" STORM MANHOLE                                   | EACH | 1     | \$3,590.00                                                           | \$3,590.00   | \$4,800.00                                                                          | \$4,800.00   |
| 11   | 72" STORM MANHOLE                                   | EACH | 2     | \$4,800.00                                                           | \$9,600.00   | \$6,000.00                                                                          | \$12,000.00  |
| 12   | 84" STORM MANHOLE                                   | EACH | 3     | \$7,800.00                                                           | \$23,400.00  | \$8,400.00                                                                          | \$25,200.00  |
| 13   | HW-2.1 HEADWALL                                     | EACH | 1     | \$2,500.00                                                           | \$2,500.00   | \$1,600.00                                                                          | \$1,600.00   |
| 14   | ROCK CHANNEL PROTECTION, TYPE B W/ FILTER           | CY   | 12    | \$109.00                                                             | \$1,308.00   | \$81.00                                                                             | \$972.00     |
| 15   | 6" PVC STORM LATERAL                                | EACH | 5     | \$726.00                                                             | \$3,630.00   | \$1,200.00                                                                          | \$6,000.00   |
| 16   | SANITARY LATERAL REPLACEMENT                        | EACH | 2     | \$4,700.00                                                           | \$9,400.00   | \$4,400.00                                                                          | \$8,800.00   |
| 17   | WATER CONNECTION REPLACEMENT , AS DIRECTED          | EACH | 5     | \$1,200.00                                                           | \$6,000.00   | \$2,500.00                                                                          | \$12,500.00  |
| 18   | 8" WATERMAIN W/ POLYETHYLENE ENCASEMENT             | LF   | 300   | \$156.00                                                             | \$46,800.00  | \$170.00                                                                            | \$51,000.00  |
| 19   | WATERMAIN LOWERING #1                               | EACH | 4     | \$6,700.00                                                           | \$26,800.00  | \$7,500.00                                                                          | \$30,000.00  |
| 20   | 8"x 8" TEE                                          | EACH | 3     | \$970.00                                                             | \$2,910.00   | \$1,050.00                                                                          | \$3,150.00   |
| 21   | 8" CUT-IN-VALVE                                     | EACH | 11    | \$5,900.00                                                           | \$64,900.00  | \$3,110.00                                                                          | \$34,210.00  |
| 22   | 7" CONCRETE SLAB REPAIR                             | SY   | 600   | \$99.00                                                              | \$59,400.00  | \$77.00                                                                             | \$46,200.00  |
| 23   | ODOT 304 AGGREGATE BASE                             | CY   | 30    | \$69.00                                                              | \$2,070.00   | \$94.00                                                                             | \$2,820.00   |
| 24   | CONCRETE DRIVE REPAIR                               | SF   | 2,700 | \$9.60                                                               | \$25,920.00  | \$11.00                                                                             | \$29,700.00  |
| 25   | CONCRETE SIDEWALK                                   | SF   | 3,600 | \$8.40                                                               | \$30,240.00  | \$7.00                                                                              | \$25,200.00  |
| 26   | CURB RAMP                                           | SF   | 250   | \$23.00                                                              | \$5,750.00   | \$17.00                                                                             | \$4,250.00   |
| 27   | MISCELLANEOUS METAL                                 | LBS  | 1,000 | \$3.40                                                               | \$3,400.00   | \$3.50                                                                              | \$3,500.00   |
| 28   | LINEAR GRADING, TOPSOIL, SEEDING AND MULCHING       | LUMP | 1     | \$16,000.00                                                          | \$16,000.00  | \$25,300.00                                                                         | \$25,300.00  |
| 29   | MAINTENANCE OF TRAFFIC                              | LUMP | 1     | \$3,300.00                                                           | \$3,300.00   | \$32,000.00                                                                         | \$32,000.00  |
|      | TOTAL PROJECT COST                                  |      |       | TOTAL                                                                | \$617,538.00 | TOTAL                                                                               | \$662,272.00 |
|      |                                                     |      |       | NUMBER OF DAYS TO COMPLETE: 60 days<br>EARLIEST STARTING DATE:3/1/22 |              | NUMBER OF DAYS TO COMPLETE: 90 DAYS<br>EARLIEST STARTING DATE: 2/27/2022            |              |
| A1   | TREE REMOVED, 30" SIZE                              | EACH | 1     | \$3,960.00                                                           | \$3,960.00   | \$4,000.00                                                                          | \$4,000.00   |
| A2   | 48" STORM SEWER REMOVED                             | LF   | 75    | \$12.00                                                              | \$900.00     | \$55.00                                                                             | \$4,125.00   |
| A3   | HEADWALL REMOVED                                    | EACH | 1     | \$1,000.00                                                           | \$1,000.00   | \$1,000.00                                                                          | \$1,000.00   |
| A4   | PAVEMENT REMOVED                                    | SY   | 125   | \$15.00                                                              | \$1,875.00   | \$12.00                                                                             | \$1,500.00   |
| A5   | 54" STORM SEWER                                     | LF   | 75    | \$420.00                                                             | \$31,500.00  | \$510.00                                                                            | \$38,250.00  |
| A6   | HW-1.1 HEADWALL, TYPE B                             | EACH | 1     | \$15,000.00                                                          | \$15,000.00  | \$14,000.00                                                                         | \$14,000.00  |
| A7   | LINEAR GRADING, TOPSOIL, SEEDING AND MULCHING       | LUMP | 1     | \$5,800.00                                                           | \$5,800.00   | \$1,800.00                                                                          | \$1,800.00   |
|      | TOTAL COST-ADDITIVE ALTERNATE (ITEMS A1 THROUGH A7) |      |       | TOTAL                                                                | \$60,035.00  | TOTAL                                                                               | \$64,675.00  |
|      |                                                     |      |       | NUMBER OF DAYS TO COMPLETE: 27 days<br>EARLIEST STARTING DATE:5/1/22 |              | NUMBER OF DAYS TO COMPLETE: 20 DAYS(alt. only)<br>EARLIEST STARTING DATE: 4/27/2022 |              |

|      |                                                     |      |       | DI GIOIA SUBURBAN EXCAVATING, LLC                                           |              | LOCKHART CONCRETE CO.                                                                                           |              |
|------|-----------------------------------------------------|------|-------|-----------------------------------------------------------------------------|--------------|-----------------------------------------------------------------------------------------------------------------|--------------|
| ITEM | DESCRIPTION                                         | UNIT | QTY.  | UNIT PRICE                                                                  | TOTAL PRICE  | UNIT PRICE                                                                                                      | TOTAL PRICE  |
| 1    | CLEARING AND GRUBBING                               | LUMP | 1     | \$3,840.00                                                                  | \$3,840.00   | \$45,000.00                                                                                                     | \$45,000.00  |
| 2    | EXPLORATORY EXCAVATION                              | EACH | 5     | \$835.00                                                                    | \$4,175.00   | \$200.00                                                                                                        | \$1,000.00   |
| 3    | STORM MANHOLE REMOVED                               | EACH | 2     | \$220.00                                                                    | \$440.00     | \$1,000.00                                                                                                      | \$2,000.00   |
| 4    | 24" STORM SEWER REMOVED                             | LF   | 35    | \$37.00                                                                     | \$1,295.00   | \$40.00                                                                                                         | \$1,400.00   |
| 5    | 30" STORM SEWER REMOVED                             | LF   | 20    | \$56.00                                                                     | \$1,120.00   | \$45.00                                                                                                         | \$900.00     |
| 6    | 30" STORM SEWER                                     | LF   | 22    | \$213.00                                                                    | \$4,686.00   | \$225.00                                                                                                        | \$4,950.00   |
| 7    | 36" STORM SEWER                                     | LF   | 380   | \$164.00                                                                    | \$62,320.00  | \$250.00                                                                                                        | \$95,000.00  |
| 8    | 42" STORM SEWER                                     | LF   | 400   | \$194.00                                                                    | \$77,600.00  | \$300.00                                                                                                        | \$120,000.00 |
| 9    | 48" STORM SEWER                                     | LF   | 350   | \$241.00                                                                    | \$84,350.00  | \$375.00                                                                                                        | \$131,250.00 |
| 10   | 60" STORM MANHOLE                                   | EACH | 1     | \$6,150.00                                                                  | \$6,150.00   | \$4,000.00                                                                                                      | \$4,000.00   |
| 11   | 72" STORM MANHOLE                                   | EACH | 2     | \$7,190.00                                                                  | \$14,380.00  | \$6,000.00                                                                                                      | \$12,000.00  |
| 12   | 84" STORM MANHOLE                                   | EACH | 3     | \$11,934.00                                                                 | \$35,802.00  | \$10,000.00                                                                                                     | \$30,000.00  |
| 13   | HW-2.1 HEADWALL                                     | EACH | 1     | \$2,480.00                                                                  | \$2,480.00   | \$2,000.00                                                                                                      | \$2,000.00   |
| 14   | ROCK CHANNEL PROTECTION, TYPE B W/ FILTER           | CY   | 12    | \$192.00                                                                    | \$2,304.00   | \$129.00                                                                                                        | \$1,548.00   |
| 15   | 6" PVC STORM LATERAL                                | EACH | 5     | \$2,420.00                                                                  | \$12,100.00  | \$800.00                                                                                                        | \$4,000.00   |
| 16   | SANITARY LATERAL REPLACEMENT                        | EACH | 2     | \$8,143.00                                                                  | \$16,286.00  | \$1,500.00                                                                                                      | \$3,000.00   |
| 17   | WATER CONNECTION REPLACEMENT , AS DIRECTED          | EACH | 5     | \$2,700.00                                                                  | \$13,500.00  | \$900.00                                                                                                        | \$4,500.00   |
| 18   | 8" WATERMAIN W/ POLYETHYLENE ENCASEMENT             | LF   | 300   | \$163.00                                                                    | \$48,900.00  | \$150.00                                                                                                        | \$45,000.00  |
| 19   | WATERMAIN LOWERING #1                               | EACH | 4     | \$12,605.00                                                                 | \$50,420.00  | \$6,000.00                                                                                                      | \$24,000.00  |
| 20   | 8"x 8" TEE                                          | EACH | 3     | \$1,024.00                                                                  | \$3,072.00   | \$800.00                                                                                                        | \$2,400.00   |
| 21   | 8" CUT-IN-VALVE                                     | EACH | 11    | \$6,104.00                                                                  | \$67,144.00  | \$2,500.00                                                                                                      | \$27,500.00  |
| 22   | 7" CONCRETE SLAB REPAIR                             | SY   | 600   | \$93.20                                                                     | \$55,920.00  | \$90.00                                                                                                         | \$54,000.00  |
| 23   | ODOT 304 AGGREGATE BASE                             | CY   | 30    | \$79.50                                                                     | \$2,385.00   | \$50.00                                                                                                         | \$1,500.00   |
| 24   | CONCRETE DRIVE REPAIR                               | SF   | 2,700 | \$10.90                                                                     | \$29,430.00  | \$9.00                                                                                                          | \$24,300.00  |
| 25   | CONCRETE SIDEWALK                                   | SF   | 3,600 | \$7.60                                                                      | \$27,360.00  | \$8.00                                                                                                          | \$28,800.00  |
| 26   | CURB RAMP                                           | SF   | 250   | \$16.00                                                                     | \$4,000.00   | \$12.00                                                                                                         | \$3,000.00   |
| 27   | MISCELLANEOUS METAL                                 | LBS  | 1,000 | \$3.30                                                                      | \$3,300.00   | \$1.25                                                                                                          | \$1,250.00   |
| 28   | LINEAR GRADING, TOPSOIL, SEEDING AND MULCHING       | LUMP | 1     | \$20,866.00                                                                 | \$20,866.00  | \$23,185.00                                                                                                     | \$23,185.00  |
| 29   | MAINTENANCE OF TRAFFIC                              | LUMP | 1     | \$10,370.00                                                                 | \$10,370.00  | \$7,500.00                                                                                                      | \$7,500.00   |
|      | TOTAL PROJECT COST                                  |      |       | TOTAL                                                                       | \$665,995.00 | TOTAL                                                                                                           | \$704,983.00 |
|      |                                                     |      |       | NUMBER OF DAYS TO COMPLETE: 100 days<br>EARLIEST STARTING DATE:Feb 21, 2022 |              | NUMBER OF DAYS TO COMPLETE: 150 calendar days<br>material                                                       |              |
| A1   | TREE REMOVED, 30" SIZE                              | EACH | 1     | \$3,816.00                                                                  | \$3,816.00   | \$1,500.00                                                                                                      | \$1,500.00   |
| A2   | 48" STORM SEWER REMOVED                             | LF   | 75    | \$19.00                                                                     | \$1,425.00   | \$40.00                                                                                                         | \$3,000.00   |
| A3   | HEADWALL REMOVED                                    | EACH | 1     | \$1,203.00                                                                  | \$1,203.00   | \$1,000.00                                                                                                      | \$1,000.00   |
| A4   | PAVEMENT REMOVED                                    | SY   | 125   | \$16.00                                                                     | \$2,000.00   | \$12.00                                                                                                         | \$1,500.00   |
| A5   | 54" STORM SEWER                                     | LF   | 75    | \$305.00                                                                    | \$22,875.00  | \$255.00                                                                                                        | \$19,125.00  |
| A6   | HW-1.1 HEADWALL, TYPE B                             | EACH | 1     | \$13,578.00                                                                 | \$13,578.00  | \$3,500.00                                                                                                      | \$3,500.00   |
| A7   | LINEAR GRADING, TOPSOIL, SEEDING AND MULCHING       | LUMP | 1     | \$1,965.00                                                                  | \$1,965.00   | \$5,000.00                                                                                                      | \$5,000.00   |
|      | TOTAL COST-ADDITIVE ALTERNATE (ITEMS A1 THROUGH A7) |      |       | TOTAL                                                                       | \$46,862.00  | TOTAL                                                                                                           | \$34,625.00  |
|      |                                                     |      |       | NUMBER OF DAYS TO COMPLETE:30 days<br>EARLIEST STARTING DATE:Feb 21, 2022   |              | NUMBER OF DAYS TO COMPLETE:20 calendar days<br>EARLIEST STARTING DATE: 1-15-22 pending availability of material |              |

|      |                                                     |      |       | NORTHSTAR CONTRACTING, INC  |              |   |
|------|-----------------------------------------------------|------|-------|-----------------------------|--------------|---|
| ITEM | DESCRIPTION                                         | UNIT | QTY.  | UNIT PRICE                  | TOTAL PRICE  |   |
| 1    | CLEARING AND GRUBBING                               | LUMP | 1     | \$69,000.00                 | \$69,000.00  |   |
| 2    | EXPLORATORY EXCAVATION                              | EACH | 5     | \$500.00                    | \$2,500.00   |   |
| 3    | STORM MANHOLE REMOVED                               | EACH | 2     | \$3,000.00                  | \$6,000.00   |   |
| 4    | 24" STORM SEWER REMOVED                             | LF   | 35    | \$200.00                    | \$7,000.00   |   |
| 5    | 30" STORM SEWER REMOVED                             | LF   | 20    | \$200.00                    | \$4,000.00   |   |
| 6    | 30" STORM SEWER                                     | LF   | 22    | \$200.00                    | \$4,400.00   |   |
| 7    | 36" STORM SEWER                                     | LF   | 380   | \$250.00                    | \$95,000.00  |   |
| 8    | 42" STORM SEWER                                     | LF   | 400   | \$260.00                    | \$104,000.00 |   |
| 9    | 48" STORM SEWER                                     | LF   | 350   | \$225.00                    | \$78,750.00  |   |
| 10   | 60" STORM MANHOLE                                   | EACH | 1     | \$5,000.00                  | \$5,000.00   |   |
| 11   | 72" STORM MANHOLE                                   | EACH | 2     | \$5,000.00                  | \$10,000.00  |   |
| 12   | 84" STORM MANHOLE                                   | EACH | 3     | \$5,000.00                  | \$15,000.00  |   |
| 13   | HW-2.1 HEADWALL                                     | EACH | 1     | \$5,000.00                  | \$5,000.00   |   |
| 14   | ROCK CHANNEL PROTECTION, TYPE B W/ FILTER           | CY   | 12    | \$350.00                    | \$4,200.00   |   |
| 15   | 6" PVC STORM LATERAL                                | EACH | 5     | \$3,500.00                  | \$17,500.00  |   |
| 16   | SANITARY LATERAL REPLACEMENT                        | EACH | 2     | \$3,500.00                  | \$7,000.00   |   |
| 17   | WATER CONNECTION REPLACEMENT , AS DIRECTED          | EACH | 5     | \$1,500.00                  | \$7,500.00   |   |
| 18   | 8" WATERMAIN W/ POLYETHYLENE ENCASEMENT             | LF   | 300   | \$75.00                     | \$22,500.00  |   |
| 19   | WATERMAIN LOWERING #1                               | EACH | 4     | \$30,000.00                 | \$120,000.00 |   |
| 20   | 8"x 8" TEE                                          | EACH | 3     | \$300.00                    | \$900.00     | * |
| 21   | 8" CUT-IN-VALVE                                     | EACH | 11    | \$3,500.00                  | \$38,500.00  |   |
| 22   | 7" CONCRETE SLAB REPAIR                             | SY   | 600   | \$95.00                     | \$57,000.00  |   |
| 23   | ODOT 304 AGGREGATE BASE                             | CY   | 30    | \$30.00                     | \$900.00     |   |
| 24   | CONCRETE DRIVE REPAIR                               | SF   | 2,700 | \$15.00                     | \$40,500.00  |   |
| 25   | CONCRETE SIDEWALK                                   | SF   | 3,600 | \$15.00                     | \$54,000.00  |   |
| 26   | CURB RAMP                                           | SF   | 250   | \$15.00                     | \$3,750.00   |   |
| 27   | MISCELLANEOUS METAL                                 | LBS  | 1,000 | \$3.00                      | \$3,000.00   |   |
| 28   | LINEAR GRADING, TOPSOIL, SEEDING AND MULCHING       | LUMP | 1     | \$20,000.00                 | \$20,000.00  |   |
| 29   | MAINTENANCE OF TRAFFIC                              | LUMP | 1     | \$5,500.00                  | \$5,500.00   |   |
|      | TOTAL PROJECT COST                                  |      |       | TOTAL                       | \$808,400.00 |   |
|      |                                                     |      |       | NUMBER OF DAYS TO COMPLETE: |              |   |
|      |                                                     |      |       | EARLIEST STARTING DATE:     |              |   |
| A1   | TREE REMOVED, 30" SIZE                              | EACH | 1     | \$3,500.00                  | \$3,500.00   |   |
| A2   | 48" STORM SEWER REMOVED                             | LF   | 75    | \$150.00                    | \$11,250.00  |   |
| A3   | HEADWALL REMOVED                                    | EACH | 1     | \$3,500.00                  | \$3,500.00   |   |
| A4   | PAVEMENT REMOVED                                    | SY   | 125   | \$225.00                    | \$28,125.00  |   |
| A5   | 54" STORM SEWER                                     | LF   | 75    | \$300.00                    | \$22,500.00  |   |
| A6   | HW-1.1 HEADWALL, TYPE B                             | EACH | 1     | \$5,000.00                  | \$5,000.00   |   |
| A7   | LINEAR GRADING, TOPSOIL, SEEDING AND MULCHING       | LUMP | 1     | \$3,000.00                  | \$3,000.00   |   |
|      | TOTAL COST-ADDITIVE ALTERNATE (ITEMS A1 THROUGH A7) |      |       | TOTAL                       | \$76,875.00  |   |
|      |                                                     |      |       | NUMBER OF DAYS TO COMPLETE: |              |   |
|      |                                                     |      |       | EARLIEST STARTING DATE:     |              |   |

\*reflects written words

CITY OF BRUNSWICK, OHIO  
RESOLUTION NO. \_\_\_\_\_

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ECLIPSE CO., LLC FOR THE MAGNOLIA DRIVE STORM RELIEF SEWER PROJECT IN AN AMOUNT NOT TO EXCEED \$604,258.82.

WHEREAS: The City of Brunswick received seven (7) bids for the Magnolia Drive Storm Sewer Relief Project (the "Project"), in accordance with public bidding requirements;

WHEREAS: The seven (7) received public bids were opened on December 2, 2021, with Eclipse Co., LLC determined to be the lowest and best bidder; and

WHEREAS: The Project is being primarily funded with a \$500,000.00 grant from the Ohio Department of Natural Resources.

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

SECTION 1: That the City Manager, with the approval of the Law Director, is hereby authorized and directed to enter into an Agreement with Eclipse Co., LLC for the construction of the Project in an amount not to exceed \$604,258.82.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary for completion of the Project during the 2022 construction season. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

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PASSED: 1<sup>st</sup> Reading \_\_\_\_\_

Rules Suspended: AYES \_\_\_\_\_ NAYS \_\_\_\_\_

ADOPTED: \_\_\_\_\_ AYES \_\_\_\_\_ NAYS \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk of Council  
Laura Timura

**Capital Improvement Community Park, Recreation/Conservation Project  
Pass Through Grant Agreement  
Ohio Department of Natural Resources**

This Community Recreation/Conservation Project Pass Through Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the State of Ohio, Department of Natural Resources, (hereinafter referred to as "State" or "ODNR"), acting by and through its director, pursuant to Sections 154.17, 154.22 and 1501.01 of the Ohio Revised Code ("ORC") and Senate Bill No. 310, 133rd General Assembly of the State of Ohio and the City of Brunswick, an Ohio political subdivision (hereinafter referred to as "Grantee") acting by and through its authorized representative.

**Notices:** All notices, demands, requests, consents, approvals and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email, and shall be respectively addressed as follows:

(a) with respect to ODNR:

Ohio Department of Natural Resources  
Office of Real Estate  
2045 Morse Road, E2  
Columbus, Ohio 43229  
Attn: Program Manager  
Email: [teresa.goodridge@dnr.ohio.gov](mailto:teresa.goodridge@dnr.ohio.gov)

(b) with respect to the Project Grantee:

City of Brunswick  
4095 Center Road  
Brunswick, Ohio 44212

Attn: Consulting City Engineer  
Email: [jones@cvelimited.com](mailto:jones@cvelimited.com)

Notices shall be deemed given upon receipt thereof and shall be sent to the addresses appearing above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above. If delivery cannot be made at any address designated for notices, a notice shall be deemed given on the date on which delivery at such address is attempted.

**WHEREAS**, pursuant to Senate Bill No. 310, the 133<sup>rd</sup> General Assembly of the State of Ohio has appropriated funds in the amount of Five Hundred Thousand Dollars (\$500,000.00) to make a grant to the Grantee for the costs associated with the construction of a park and recreation or conservation facility in appropriation item C725E2, more fully described in as 'Healey Creek Flood Mitigation', (hereinafter referred to as "Project"). Furthermore, \$10,000.00 of the total Project appropriations will be used by the ODNR for the administration of the Project. The Project reference number is **MEDI-015C**; and

**WHEREAS**, the General Assembly has identified the Parks and Recreation Improvement Fund (Fund 7035), created and existing under ORC section 154.22(F), as the fund from which these monies will be disbursed; and

**WHEREAS**, pursuant to ORC Chapter 154 and Article VIII Section 2i of the Ohio Constitution, capital facilities lease-appropriation bonds (the "Bonds") have been or will be issued by the Ohio Treasurer of State (the "Treasurer") for the purpose of paying the "costs of capital facilities" including acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping and furnishing capital facilities for parks and recreation, all as defined and described in ORC Section 154.01(K). A portion of those Bond proceeds will be used by ODNR to provide funding to the Grantee for the Project under this Agreement. Because ODNR is funding the Project with proceeds of those Bonds, ODNR requires that the Grantee make certain representations, warranties, and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described, or provided in this Agreement, in order to comply with federal and state laws, regulations and rules relating to those Bonds and the projects funded with proceeds of those Bonds;

**NOW THEREFORE**, for the purposes of providing the funds to the Grantee pursuant to Senate Bill No. 310 of the 133<sup>rd</sup> General Assembly, the parties hereto covenant and agree as follows:

- 1. FUNDING AMOUNT.** ODNR agrees to provide the Grantee Four Hundred Ninety Thousand Dollars (\$490,000.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. Ten Thousand Dollars (\$10,000.00) of the amount appropriated for the Project will be retained by ODNR to cover administrative cost. In no event shall ODNR's payment to Grantee exceed Four Hundred Ninety Thousand Dollars (\$490,000.00). Funds for this Project have been released by the Controlling Board as of 2/28/2022 and encumbered by Contract Encumbrance Record Number 49138 and are so certified by the Director of Budget and Management on 3/10/2022. Obligations of the State are subject to the provisions of ORC Section 126.07. Any funds provided under this Agreement that are not spent shall be returned in full to the State.
- 2. PROJECT DESCRIPTION.** The Grantee shall use the grant funds for 'Healey Creek Flood Mitigation', a project to construct storm relief sewer along Magnolia Drive in Brunswick OH, all as more fully described in Exhibit A attached hereto.
- 3. EFFECTIVE AND TERMINATION DATES.** This Agreement commences on the date that it is approved by ODNR (the "Effective Date") and will, unless otherwise earlier terminated as provided herein, expire on the later of: (i) 15 years from the date of Project completion (or Project acquisition if the Project is solely real property acquisition); or (ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the "Term"). Grantee shall complete the Project on or before June 30th, 2022.
- 4. NO RESTRICTIONS OF RECORD.** Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the property as described on Exhibit B attached hereto, on which the Project will be located and developed as a public parks and recreation or conservation facility (the "Property"). Grantee represents that it is the fee simple owner, or has a lease, exclusive easement or cooperative use agreement with a term longer than the Term hereof, on the Property and that the

only restrictions of record with respect to the Property are (a) any state of facts which an accurate survey might show, (b) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property and (c) all matters of record pertaining to the Property, including dedicated public rights-of-way and the items identified on said Exhibit B, 'Boundary Map. Grantee hereby represents and warrants that there are not now, and Grantee shall not cause there to be, any restrictions of record with respect to the Project or Property, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the Property as a public park and recreation or conservation facility.

**5. CONSTRUCTION SERVICES.** Grantee represents that it will contract for all construction services for the Project and will provide construction administration. Grantee shall have the full authority to contract with third parties for the design and construction of the Project. Grantee shall secure all necessary permits and licenses for the Project. Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline.

**6. OPERATION, MAINTENANCE, AND UPKEEP.** Grantee shall be solely responsible for the operation, maintenance, and upkeep of the Project, and shall take all actions reasonably necessary to ensure that the Project is available to the public for the intended parks and recreation or conservation purpose during the Term. Failure to comply with this provision or any other provision of this Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODNR to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x) the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds over (y) the total number of months that the Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODNR, and ODNR shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission ("OPFC").

**7. REMITTANCES.** If for any reason funds acquired through this Agreement are required to be paid, repaid, or remitted to the State, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:

Ohio Treasurer of State  
30 East Broad Street, 9th Floor  
Columbus, Ohio 43215

**8. COPY WITH REMITTANCE.** Any such remittance pursuant to Section 7 above shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to ODNR.

**9. CHANGE OF USE; FORFEITURE OF FUNDS; CONVEYANCE OF INTEREST.** The Grantee hereby agrees that if the use of that portion of the Property, currently used as a dedicated public right-of-way, should be changed by the Grantee so as to threaten or void the exempt status of the Bonds, then the full amount of the funds provided under this Agreement shall be immediately due and payable to the Ohio Treasurer of State for the purpose of retiring the grant.

Furthermore, as security for the performance of the Grantee's obligations under this Agreement, as to that portion of the Property not currently part of a dedicated right-of-way, the Grantee hereby conveys to ODNR an interest, consisting of the right to use and occupy that portion of the Property and the facilities funded in whole or in part with grant funds under this Agreement, upon default of this Agreement by the Grantee. This long-term interest shall be in effect through the Term hereof, and shall survive the termination of this Agreement until the Bonds are fully retired. The Grantee hereby acknowledges and agrees that ODNR may assign or convey the right to use and occupy the facilities to the OPFC or such other State agency selected by ODNR, and Grantee does hereby consent to such assignment or conveyance. In addition, ODNR has entered into a lease with OPFC relating to the Bonds and the Project; providing that so long as Grantee shall not default under this Agreement, such lease shall not affect the Project or the use thereof. ODNR acknowledges that, absent a default by Grantee, ODNR has no right to use or occupy the Property or Project. ODNR shall have the right during the Term hereof to enter upon the Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.

**10. PROHIBITION AGAINST DISPOSITION.** Grantee shall not dispose of all or any part of the Property funded by ODNR through the Term of this Agreement without the prior written consent of ODNR and OPFC. All notices, demands, requests, consents, approvals, and other communications to OPFC shall be addressed as follows:

Ohio Public Facilities Commission  
30 East Broad Street, 34th Floor  
Columbus, Ohio 43215  
Attn: Assistant Secretary

**11. LIABILITY; WAIVER OF LIABILITY.** Grantee shall be solely liable for any and all claims, demands, or causes of action arising from its obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits. On and after the date of this Agreement, Grantee agrees not to seek any determination of liability against ODNR, OPFC, the Treasurer or any department, agency or official of the State in the case of claim or suit arising from the Project including acquisition of the Property or any future condition, construction, operation, maintenance or use of the Property or facilities which may be developed in relation to the Project. Grantee forever releases and waives any and all claims, demands and causes of action it may ever possess or assert against ODNR and its employees, agents, officials, and attorneys arising from, or relating to, the Project.

**12. INSURANCE.** Unless otherwise agreed by ODNR, Grantee shall maintain, or cause to be maintained, at no cost to ODNR, commercial general liability insurance and other insurance, including, casualty insurance, and if applicable, professional liability insurance and builder's risk insurance, to insure ODNR, OPFC, the Treasurer and the State in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements

funded, in whole or in part, by the State, and for bodily injury, property damage, personal injury, advertising injury and employer's liability exposures of Grantee. Unless otherwise agreed by ODNR, such insurance shall remain in force at all times from the Effective Date hereof through the Term of this Agreement.

Instead of providing the general liability and casualty insurance above, Grantee may name ODNR, OPFC, the Treasurer and the State as additional insured and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under ORC Sections 2744.08 or 2744.081, respectively, and operated by or on behalf of Grantee, in order to meet the insurance requirements, set forth herein.

**13. BONDED AND INSURED EMPLOYEES AND AGENTS.** Prior to release of advance funds by ODNR, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.

**14. PUBLIC FUNDS COMPLIANCE.** Grantee will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management, and accountability in relation to public funds. All funds received by Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure, or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. If Grantee is a political subdivision of the State, grant funds shall be held in compliance with ORC Chapter 135.

**15. REPORTS AND RECORDS.** Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODNR and OPFC for a period of not less than eighteen (18) years after the date of Project closeout. These reports and records shall include a description of the Project, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies, and officials of the State may audit the Project at any time, including before, during and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency or official of the State will be borne exclusively by and paid solely by Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time. Grantee will be solely responsible for all costs associated with audit.

**16. RESTRICTIONS ON EXPENDITURES.** Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds granted under this Agreement and intends to comply fully with same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement are expended in accordance with all applicable laws, rules, and requirements.

17. **DETERMINATION OF INELIGIBILITY.** If it is determined by an audit by the Auditor of State or any department, agency or official of the State or other agency or entity with legal audit authority that any Project expense is ineligible, or not properly documented, Grantee will repay that amount in full to the State.

18. **NO FINDING FOR RECOVERY.** Grantee represents and warrants to the ODNR that it is not subject to a finding for recovery under ORC Section 9.24, or that it has taken appropriate remedial steps required under ORC Section 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation or warranty is determined by ODNR to be false, this Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.

19. **REAL PROPERTY ACQUISITION.** All appropriations of real property for the Project by Grantee shall be made pursuant to ORC Sections 163.01 to 163.22, except as otherwise provided in ORC Chapter 163.

20. **PREVAILING WAGE.** Except as provided in ORC Section 4115.04, moneys appropriated or reappropriated for the Project shall not be used for the construction of public improvements, as defined in section 4115.03 of the Revised Code, unless the mechanics, laborers, or workers engaged therein are paid the prevailing rate of wages prescribed in ORC Section 4115.04.

21. **PROJECT NONDISCRIMINATION.** Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap or disability on the same terms and conditions.

22. **EMPLOYMENT NONDISCRIMINATION; AFFIRMATIVE ACTION.** If Grantee is a department, office or institution of the state, or a political subdivision of the state, every contract entered into by Grantee shall contain provisions by which the contractor agrees to both of the following.

(A) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the ORC, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;

(B) That no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the ORC, national origin or ancestry.

If Grantee is a department, office or institution of the state or a political subdivision of the state, it shall require any contractor from whom it makes a purchase to have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the ORC. Annually, each such contractor shall be required to file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.

Whether or not Grantee is department, office or institution of the state or a political subdivision of the state, it shall provide for an affirmative action program for the Project for the employment and effective utilization of disadvantaged persons whose disadvantage may arise from cultural, racial, or ethnic background, or other similar cause, including, but not limited to, race, religion, sex, disability or military status as defined in section 4112.01 of the ORC, national origin, or ancestry.

Grantee shall comply with the requirements of Sections 125.111 and 153.59 of the ORC and Chapter 123:2-3 of the Ohio Administrative Code, as applicable.

**23. ODNR RIGHT TO TERMINATE.** ODNR reserves the right to terminate this Agreement and to recover any funds distributed by Grantee to contractors or other payees in violation of the terms of this Agreement if Grantee is determined by ODNR to be unable to proceed with the Project, or if Grantee violates any of the terms herein.

**24. LEGAL, FEDERAL TAX, AND OTHER COMPLIANCE.** The Grantee will assure that monies expended under this Agreement are spent in conformity with the intent and purpose of the appropriation, the limitations on use set forth in the bill containing the appropriation, and ORC Chapter 154 and all other laws that apply to expenditure of monies by Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2015-07, then Grantee shall report the funds it acquires through this Agreement as a separate column identified in a manner consistent with the Project description in appropriation item C725E2. If Grantee is not required to submit the aforementioned report, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be filed in accordance with Auditor of State Bulletin 2015-07.

Grantee agrees to comply with all applicable federal, state and local laws and regulations, in the conduct of the Project and acknowledges that its employees are not employees of ODNR with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wage and overtime provisions, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Ohio revenue and tax laws, Ohio Workers' Compensation Act and Ohio unemployment compensation law.

Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. Grantee shall repay ODNR any funds improperly expended. Additionally, Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds, the proceeds of which are used to provide the funding to Grantee set forth in

this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to operating expenses) and are not used to refund or otherwise refinance existing debt of Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. Grantee agrees to consult with OPFC if the Grantee is uncertain as to what expenditures are eligible to be financed with funds provided under this Agreement.

**25. CAMPAIGN CONTRIBUTIONS** Grantee hereby certifies that neither it, nor any person described in R.C. § 3517.13 (I) or (J), nor the spouse of any such person, has made, as an individual, within the two previous calendar years, one or more contributions to the governor or the governor's campaign committees totaling in excess of the limitations specified in R.C. § 3517.13..

**26. EQUAL OPPORTUNITY COMPLIANCE.** If Grantee is a political subdivision, Grantee shall comply with the requirements of ORC 125.111 for all contracts for purchases under the Project.

**27. MODIFICATION.** This Agreement may be modified if agreed to in writing by both parties.

**28. ETHICS CERTIFICATION.** Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.

**29. SEVERABILITY.** Each provision hereof shall be separate and independent and the breach of any provision by either party hereto shall not discharge or relieve the other party from its obligations to perform each and every covenant to be performed by it hereunder. If any provisions hereof (or the application thereof to any person, firm or corporation or to any circumstances) shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement (or the application of such invalid provision to such persons, firms or corporations or circumstances other than those as to which it is invalid or unenforceable), shall not be affected thereby, and said provisions hereof shall be valid and enforceable to the fullest extent permitted by law.

**30. EXPENDITURES OF PUBLIC FUNDS ON OFFSHORE SERVICES.** Grantee affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Agreement and the Project. Notwithstanding any other terms of this Agreement, ONDR reserves the right to recover any funds paid for services the Grantee obtains outside of the United States for which it does not receive a waiver. ODNR does not waive any other rights and remedies provided ODNR in this Agreement.

**31. MISCELLANEOUS.**

- a. **Controlling Law.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- b. **Waiver.** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- c. **Successors and Assigns.** Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of ODNR.
- d. **Conflict.** In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- e. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- f. **Execution.** This Agreement is not binding upon ODNR unless executed in full.
- g. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- h. **Electronic Signatures.** Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to ORC Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

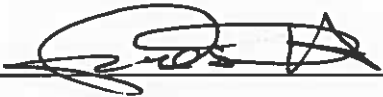
**32. TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement.

**33. OPEN TRADE:** Pursuant to ORC Section 9.76 (B) Grantee warrants that the Grantee is not boycotting any jurisdiction with whom the State can enjoy open trade, including Israel, and will not do so during the contract period.

Capital Improvement Project Agreement between  
ODNR and City of Brunswick  
Division Contract ID # MEDI-015C

**IN TESTIMONY WHEREOF**, Grantee and ODNR have caused this Agreement to be executed by their respective duly authorized officers.

**FOR THE GRANTEE:**

  
\_\_\_\_\_  
Signature

Printed Name: CARL S. DEFOREST

Printed Title: CITY MANAGER / SAFETY DIRECTOR

**FOR THE STATE OF OHIO, ODNR:**

DocuSigned by:  
  
\_\_\_\_\_  
6DC82A2DBC484A7...  
Mary Mertz

**Director**

Ohio Department of Natural Resources

Date: March 11, 2022

Capital Improvement Project Agreement between  
ODNR and City of Brunswick  
Division Contract ID # MEDI-015C

### ATTORNEY CERTIFICATION

Community Park, Recreation, or Conservation Project Number: **MEDI-015C**

I, **Kenneth J. Fisher, Law Director** [name and title], acting as attorney for the City of Brunswick ("Grantee"), and for the reliance of the Ohio Department of Natural Resources, do certify that from my examination of the Capital Improvement Community Park Recreation or Conservation Project — Pass Through Grant Agreement (the "Agreement") and my knowledge of Grantee's organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio. Grantee is a legally constituted public entity with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the signing officer, the Agreement, in my opinion, is a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee's acceptance of the Agreement and the signing officer's execution thereof, ~~XXX~~ has \_\_\_\_\_ has not\* been authorized by the governing body of Grantee or has otherwise been authorized by grantee's charter. (Resolution or Ordinance No. 2-2022, dated January 10, 2022).

\*If "has not" is checked, please indicate the reason. \_\_\_\_\_

Legal Counsel for Grantee \_\_\_\_\_

(Signature)

Printed Name of Legal Counsel Kenneth J. Fisher, Law Director

Address 50 Public Square, Suite 2100  
Cleveland, Ohio 44113

Registration Number 0001507

# EXHIBIT A

## **PROJECT INFORMATION PACKAGE**

Forms and requested materials (maps, etc.) on pages 3-11 comprise the 'Project Information Package'. Please complete all forms on pages 3-11 and send with all other requested materials on pages 3 -11 (only) to the address below. This is the first step in the project coordination process.

Tim Robinson  
ODNR  
Office of Real Estate  
2045 Morse Road, E2  
Columbus, Ohio 43229-6693

☒

### **BASIC INFORMATION**

1. Awarded Project Sponsor: City of Brunswick
2. Address, including zip code:  
4095 Center Road  
Brunswick, Ohio 44212
3. Tax Identification Number: 34-6006433
4. Telephone Number: 330-225-9144
5. Contact Person & Title: Matthew M. Jones, PE, Consulting City Engineer
6. Email: jones@cveillimited.com
7. Telephone Number: 330-558-6880
8. Brief Description of Project:  
**Construct storm relief sewer along Magnolia Drive to intercept storm flows from Normandy, Claremont and Melbourne Drives, rerouting the flow away from direct Healey Creek outfalls and into the existing Aster Place detention basin**  
**This project will serve to reduce erosion and flooding on a distressed section of Healey Creek by diverting the majority of flow from several outfalls into a detention basin, thereby improving creek conditions in North Park immediately downstream of the outfalls.**

# EXHIBIT B

