

BRUNSWICK CITY COMMITTEE-OF-THE-WHOLE

Agenda

APRIL 25, 2022

6:30 PM

or Immediately Following
Safety Committee

1. Discussion Items
2. Motion Items
 - (a) Motion to go out to bid for Concession Stand Services at the Brunswick Community Recreation & Fitness Center (BCRFC).
 - (b) A motion to allow the Administration to go out to bid for office supplies.

3. Review Legislation

RES. NO. 34-2022 - An emergency resolution granting a permanent easement and right-of-way on City property at 1238 West 130th Street to Ohio Edison Company. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

RES. NO. 35-2022 - An emergency resolution granting a permanent easement and right-of-way on City property at 4400 Center Road to Ohio Edison Company. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

4. General Discussion
5. Executive Session
6. Adjournment

PROPOSED MOTION



DATE: 4/25/2022

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Taylor Petkovsek

COPY: Mayor Ron Falconi

MOTION: Motion to go out to bid for Concession Stand Services at the Brunswick Community Recreation & Fitness Center (BCRFC).

BACKGROUND: The BCRFC has a concession stand (kitchen) in the facility that is currently unoccupied. In recent years, the concession stand (kitchen) has been run by Windfall Industries and the Brunswick City School District (BCSD) as a learning opportunity for students with disabilities. The agreement with the BCSD ended March 9, 2022 and we are looking for a business to run the concession stand (kitchen).

PURPOSE AND EXPLANATION: If this motion is accepted, a Request for Proposal will be published.

IMPLEMENTATION SCHEDULE:

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The BCRFC and City of Brunswick will be required to procure, maintain and operate all food preparation appliances, equipment and utensils and refrigerated storage appliances. This is the current standard. The BCRFC and City of Brunswick will be responsible for all utilities. This is the current standard. The BCRFC and City of Brunswick will be required to maintain and pay for a food license. This is the current standard.

Suggested minimum terms of rent:
1st year - \$200.00 / month
2nd year - \$225.00 / month
3rd year - \$250.00 / month

RECOMMENDED ACTION:

**ADDITIONAL
INFORMATION:**

Proposed schedule: Event date RFP document published and distributed - May 2, 2022. RFP Closing Time and Date: 3:00 pm June 1, 2022. Award Decision: July 1, 2022.

PROPOSED LEGISLATION



DATE: 4/25/2022

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Ken Fisher

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 34-2022** - An emergency resolution granting a permanent easement and right-of-way on City property at 1238 West 130th Street to Ohio Edison Company. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

BACKGROUND: Ohio Edison Company has requested the rights and privileges to construct lines for the transmission and distribution of electric current, including communication facilities (message switching) in certain areas of Brunswick. Ohio Edison has provided the City with easement documents, including legal descriptions, of the desired area, which will now require approval of City Council to grant an easement for this purpose as described in the attached document.

PURPOSE AND EXPLANATION: In discussions with representatives from Ohio Edison Company, the City Administration has expressed concern over the location of utility pole(s) and lines for this purpose, as many times are unsightly in high traffic areas. The City Administration has reviewed potential locations, and suggested certain commercial locations, as an alternate to residential areas. The City Administration has considered a location on City property, at 1238 West 130th Street, to afford Ohio Edison access to install a pole for this purpose.

IMPLEMENTATION SCHEDULE:

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes

Emergency	Yes
Suspension of Rules	No

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

Ohio Edison Company would be granted these rights at the earliest time allowed by law.

**ADDITIONAL
INFORMATION:**

File No. _____

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That **CITY OF BRUNSWICK**, an Ohio municipal corporation, with a mailing address of 4095 Center Road, City Hall, Brunswick, Ohio 44212, hereinafter referred to as "GRANTOR", claiming title by virtue of instrument recorded in Instrument Number 00D519000537, as recorded in the County of Medina, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations received to my full satisfaction of **OHIO EDISON COMPANY**, an Ohio corporation, having its principal place of business at 76 South Main St., Akron, OH 44308, hereinafter referred to as "GRANTEE", does hereby grant unto Grantee, its successors and assigns, an easement and right of way, together with the rights and privileges hereinafter set forth, for the lines for the transmission and distribution of electric current, including communication facilities, upon, over, under and across the following described premises:

Situated in the City of Brunswick, County of Medina, State of Ohio; known as being part of Original Brunswick Township Lot 32, Tract 2, also known as Permanent Parcel Number 003-18B-41-007.

The right of way referred to above is described as follows: A strip of land twenty (20) feet wide, ten (10) feet on each side of the facilities as installed. The approximate location of the right of way is depicted on Exhibit "A", attached hereto and made a part hereof.

The easement and rights herein granted shall include the right to erect, inspect, operate, replace, remove, protect, relocate, repair, patrol, add to, and permanently maintain upon, over, under and along the above-described right of way across said premises all necessary structures, wires, cables and travel ways used for or in connection with the transmission and distribution of electric current, including communications, together with the rights to install any necessary guy wires, anchors and other usual fixtures and appurtenances within or adjacent to the right of way herein granted wherever necessary.

Grantee shall have the right of ingress and egress upon, over and across said premises for access to and from its facilities and the right of way, together with the full authority and unqualified right to trim, remove, clear, keep clear, and otherwise control (by such methods as Grantee, in its sole judgment, may deem necessary or proper, including but not limited to the use of herbicides) any and all trees, underbrush, or other vegetation located within the right of

way that are not currently being used for agriculture purposes. Grantee shall also have the full authority and right, in its sole discretion, to trim, cut or remove, any or all trees adjacent to said right of way, that, in the opinion of Grantee, may interfere or threaten to interfere with the construction, operation, maintenance, or repair of Grantee's facilities ("Priority Trees"). Such Priority Trees include those that are dead, dying, diseased, structurally defective, leaning or significantly encroaching where the transmission facilities are at risk of arcing or failing should the tree or portions of the tree (i) fall near or into the transmission facilities or (ii) grow towards or into the transmission facilities.

Except as provided herein, Grantor reserves the right to use the lands encumbered by this Easement in any manner that is not inconsistent with the rights granted to Grantee by this Easement and provided that said use does not violate the National Electrical Safety Code clearances. Grantor agrees that no building, obstruction or impediment of any kind shall be placed within said right of way or between said structures or beneath said wires. Grantee shall have the full authority and right, in its sole discretion, to remove, or to compel the removal, of any buildings or other structures within the right of way that, in the opinion of the Grantee, may interfere or threaten to interfere with the construction, operation, maintenance, or repair of Grantee's facilities or with ingress or egress upon, over and across said premises for access to and from its facilities and the right of way. To the extent that any buildings or other structures within the right of way must be removed under the terms of the Easement, Grantors and their successors shall be solely responsible for the cost of removing said buildings or other structures from the right of way, and any damages arising therefrom.

The parties hereto acknowledge that any right of Grantee to trim, remove and/or clear any trees, underbrush, vegetation or other buildings or structures as set forth herein, does not create or place a duty upon Grantee to do so, or shift any duty that the Grantors owe to the Grantee, any third party and/or the general public.

The Grantee will repair or replace all fences, gates, lanes, driveways, drains and ditches damaged or destroyed by it on said premises or pay Grantors for all damages to fences, gates, lanes, driveways, drains and ditches, crops and stock on said premises caused by the construction or maintenance of said lines.

TO HAVE AND TO HOLD the said easement, rights and right of way and its appurtenances to said Grantee, and to its successors and assigns, forever, and the Grantor represents that he/she is the lawful owner of said premises and has full power to convey the rights and easement herein granted, that the same are free and clear of all encumbrances and that he/she will warrant and defend the same against all lawful claims and demands whatsoever, except current taxes and assessments not yet due and payable, easements, restrictions and reservations of record, and zoning ordinances, if any.

[SIGNATURE PAGE TO FOLLOW]

Acknowledged, **CITY OF BRUNSWICK**, an Ohio municipal corporation, has executed this easement by its duly authorized officer as of the ____ day of _____, 2022.

GRANTOR:

CITY OF BRUNSWICK, an Ohio municipal corporation

BY: _____
SIGNATURE

PRINTED NAME

ITS: _____
TITLE

STATE OF _____ §
COUNTY OF _____

On this the _____ day of _____, 2022, before me, a Notary Public, the undersigned officer, personally appeared _____ acting as _____ on behalf of **CITY OF BRUNSWICK**, an Ohio municipal corporation, satisfactorily proven to be the persons whose name(s) are subscribed to the within instrument and acknowledge that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

SEAL

Notary Public
My Commission Expires: _____

Instrument Prepared by: Ohio Edison Company

EXHIBIT "A"

Vicinity Map

**LIVERPOOL
TOWNSHIP**

**BRUNSWICK
HILLS
TOWNSHIP**



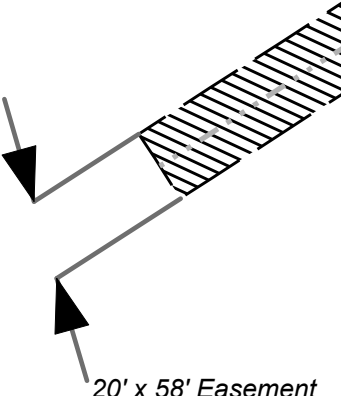
**HINCKLEY
TOWNSHIP**

**YORK
TOWNSHIP**

**MEDINA
TOWNSHIP**

**GRANGER
TOWNSHIP**

1238 W. 130TH STREET
CITY OF BRUNSWICK
TAX ID: 00318B41007
00D 519000537
03/30/1979
5.000 ACRES



20' x 58' Easement

The diagram shows a hatched rectangular area representing an easement. Two lines with arrows point from the text '20' x 58' Easement' to the corners of this area, indicating its dimensions and location relative to the property boundary.

20' x 58' Easement

W 130TH STREET (WIDTH VARIES)

PROPOSED EASEMENT FOR UTILITY LINE

Legend

Legend

— — — Proposed Center Line

North Arrow

N
W E S

20' Right of Way

Property

0 20 40 80 Feet

S

County Parcels

NOTES

Notes:
-This drawing is for reference purposes only and has been created using existing public records and field collection data.

-THIS IS NOT A SURVEY

Date: 4/4/2022

PROPOSED EASEMENT
ACROSS THE LAND OF:
CITY OF BRUNSWICK
TAX ID: 0318B41007
WR# 17264317

Situated in the State of Ohio, County of Medina,
and Township of Brunswick Hills



CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

A RESOLUTION GRANTING A PERMANENT UTILITY EASEMENT TO
OHIO EDISON COMPANY.

WHEREAS: Ohio Edison Company has requested a permanent utility easement over property owned by the City known as PPN 003-18B-41-007 located at 1238 W. 130th Street.

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

SECTION 1: That the City of Brunswick hereby grants a permanent utility easement, upon approval of the Law Director, to Ohio Edison Company in the form as attached hereto as Exhibit "A".

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

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____

Clerk of Council
Laura Timura

PROPOSED LEGISLATION



DATE: 4/25/2022

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Ken Fisher

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 35-2022** - An emergency resolution granting a permanent easement and right-of-way on City property at 4400 Center Road to Ohio Edison Company. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

BACKGROUND: Ohio Edison Company has requested the rights and privileges to construct lines for the transmission and distribution of electric current, including communication facilities (message switching) in certain areas of Brunswick. Ohio Edison has provided the City with easement documents, including legal descriptions, of the desired area, which will now require approval of City Council to grant an easement for this purpose, as described in the attached document.

PURPOSE AND EXPLANATION: In discussions with representatives from Ohio Edison Company, the City Administration has expressed concern over the location of utility pole(s) and lines for this purpose, as many times are unsightly in high traffic areas. The City Administration has reviewed potential locations, and suggested certain commercial locations, as an alternate to residential areas. The City Administration has considered a location on City property, at 4400 Center Road, to afford Ohio Edison access to install a pole for this purpose.

IMPLEMENTATION SCHEDULE:

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes

Emergency	Yes
Suspension of Rules	No

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

Ohio Edison would be granted these rights at the earliest time allowed by law.

**ADDITIONAL
INFORMATION:**

File No. _____

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That **THE CITY OF BRUNSWICK, MEDINA COUNTY, OHIO**, with a mailing address of 4095 Center Road, Brunswick, Ohio 44212, hereinafter referred to as "GRANTOR", claiming title by virtue of instrument recorded Instrument Number 00D289000556, as recorded in the County of Medina, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations received to my full satisfaction of **OHIO EDISON COMPANY**, an Ohio corporation, having its principal place of business at 76 South Main St., Akron, OH 44308, hereinafter referred to as "GRANTEE", does hereby grant unto Grantee, its successors and assigns, an easement and right of way, together with the rights and privileges hereinafter set forth, for the lines for the transmission and distribution of electric current, including communication facilities, upon, over, under and across the following described premises:

Situated in the City of Brunswick, County of Medina, State of Ohio; known as being part of original Brunswick Township Lot 14, Tract 1, also known as Permanent Parcel Number, 003-18A-12-030.

The right of way referred to above is described as follows: A strip of land twenty (20) feet wide, ten (10) feet on each side of the facilities as installed. The approximate location of the right of way is depicted on Exhibit "A", attached hereto and made a part hereof.

The easement and rights herein granted shall include the right to erect, inspect, operate, replace, remove, protect, relocate, repair, patrol, add to, and permanently maintain upon, over, under and along the above-described right of way across said premises all necessary structures, wires, cables and travel ways used for or in connection with the transmission and distribution of electric current, including communications, together with the rights to install any necessary guy wires, anchors and other usual fixtures and appurtenances within or adjacent to the right of way herein granted wherever necessary.

Grantee shall have the right of ingress and egress upon, over and across said premises for access to and from its facilities and the right of way, together with the full authority and unqualified right to trim, remove, clear, keep clear, and otherwise control (by such methods as Grantee, in its sole judgment, may deem necessary or proper, including but not limited to the use of herbicides) any and all trees, underbrush, or other vegetation located within the right of

way that are not currently being used for agriculture purposes. Grantee shall also have the full authority and right, in its sole discretion, to trim, cut or remove, any or all trees adjacent to said right of way, that, in the opinion of Grantee, may interfere or threaten to interfere with the construction, operation, maintenance, or repair of Grantee's facilities ("Priority Trees"). Such Priority Trees include those that are dead, dying, diseased, structurally defective, leaning or significantly encroaching where the transmission facilities are at risk of arcing or failing should the tree or portions of the tree (i) fall near or into the transmission facilities or (ii) grow towards or into the transmission facilities.

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TO HAVE AND TO HOLD the said easement, rights and right of way and its appurtenances to said Grantee, and to its successors and assigns, forever, and the Grantor represents that he/she is the lawful owner of said premises and has full power to convey the rights and easement herein granted, that the same are free and clear of all encumbrances and that he/she will warrant and defend the same against all lawful claims and demands whatsoever, except current taxes and assessments not yet due and payable, easements, restrictions and reservations of record, and zoning ordinances, if any.

[SIGNATURE PAGE TO FOLLOW]

Acknowledged, **THE CITY OF BRUNSWICK, MEDINA COUNTY, OHIO**, has executed this easement by its duly authorized officer as of the ____ day of _____, 2022.

GRANTOR:

THE CITY OF BRUNSWICK, MEDINA COUNTY, OHIO

BY: _____
SIGNATURE

PRINTED NAME

ITS: _____
TITLE

STATE OF _____ §
COUNTY OF _____

On this the _____ day of _____, 2022, before me, a Notary Public, the undersigned officer, personally appeared _____ acting as _____ on behalf of **THE CITY OF BRUNSWICK, MEDINA COUNTY, OHIO**, satisfactorily proven to be the persons whose name(s) are subscribed to the within instrument and acknowledge that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

SEAL

Notary Public
My Commission Expires: _____

Instrument Prepared by: Ohio Edison Company

EXHIBIT "A"

Vicinity Map

**LIVERPOOL
TOWNSHIP**

BRUNSWICK
MILLS
TOWNSHIP

**HINCKLEY
TOWNSHIP**

YORK TOWNSHIP

**MEDINA
TOWNSHIP**

**GRANGER
TOWNSHIP**

**4400 CENTER ROAD
CITY OF BRUNSWICK
TAX ID: 00318A12030
00D 289000556
01/17/1962
3.503 ACRES**

20' x 325' Easement

PEARL ROAD

40'

120'±

CENTER ROAD (WIDTH VARIES)

Legend

— ■ ■ Proposed Center Line

 20' Right of Way

☐ Property

County Parcels



0 25 50 100 Feet

1 inch = 60 feet

NOTES

NOTES:
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-THIS IS NOT A SURVEY

Date: 4/4/2022

PROPOSED EASEMENT
ACROSS THE LAND OF:
CITY OF BRUNSWICK
TAX ID: 00318A12030
WR# 61698324

Situated in the State of Ohio, County of Medina,
and City of Brunswick



Ohio Edison[®]
A FirstEnergy Company

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

A RESOLUTION GRANTING A PERMANENT UTILITY EASEMENT TO
OHIO EDISON COMPANY.

WHEREAS: Ohio Edison Company has requested a permanent utility easement over property owned by the City known as PPN 003-18A-12-030 located at 4400 Center Road.

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

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

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura Timura