



BRUNSWICK CITY COUNCIL AGENDA

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

FEBRUARY 27, 2023

REVISED

1. Prayer and Pledge of Allegiance
2. Roll Call of Members
3. Correspondence
4. Approval of Regular Council Meeting Minutes dated February 13, 2023.
5. Mayor's Report:
 - (a) Proclamation in recognition of Fireman of the Year Cory Tessmer
 - (b) Motion to approve Mayor's recommendation to appoint Vincent Carl to the Board of Zoning Appeals to fulfill an unexpired term expiring March 14, 2025.
 - (c) Motion to approve Mayor's recommendation to reappoint Thomas Miller to the Board of Zoning Appeals to fulfill a 3-year term expiring March 10, 2026.
 - (d) Motion to approve Mayor's recommendation to appoint Richard Prospal to the Board of Building Code Appeals
 - (e) Mayor's recommendation to reappoint Anthony Bayer, Debbie Boehmke, James Horn, Brad Larion, Pam Lebold, and Kevin New to the Financial Audit, Review & Advisory Committee
 - (f) Mayor's Update
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
 - Finance Committee Meeting Minutes dated February 13, 2023
 - Safety & Environment Committee.....Mr. Capretta

Planning & Zoning Committee.....Mr. Delsanter
 Parks, Recreation & Community Committee.....Mrs. Piper
 Parks, Recreation & Community Committee Meeting Minutes dated February
 13, 2023
 Building & Building Code Committee.....Mr. Abella

8. Other Committees, Boards and Commissions

(a) Committee of the Whole Meeting Minutes dated February 13, 2023

9. Petitions from the Public on Legislation

10. Reading of Legislation and Action on Legislation:

a. 3rd Reading(s)

ORD. NO. 119-2022 - An ordinance amending Section 1260.04(v) of the Codified Ordinances of the City of Brunswick by imposing additional restrictions for vape and smoke shops. - **3rd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

ORD. NO. 120-2022 - An ordinance amending Section 1261.04(s) of the Codified Ordinances of the City of Brunswick by imposing additional restrictions for vape and smoke shops. - **3rd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

ORD. NO. 121-2022 - An ordinance establishing Section 1270.04(e) of the City of Brunswick Codified Ordinances. - **3rd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

ORD. NO. 122-2022- An ordinance establishing Sections 1278.02(a)(4) and 1278.02(a)(5) of the City of Brunswick Codified Ordinances. - **3rd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

ORD. NO. 123-2022- An ordinance amending Section 1282.08(b) of the Codified Ordinances of the City of Brunswick. - **3rd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

b. 2nd Reading(s)

RES. NO. 7-2023 - A resolution commending Anthony Capretta for his years of service both to the City of Brunswick and to the City Council. - **2nd Reading** (Committee-of-the-Whole, *Brandon Lambert/Council*)

RES. NO. 8-2023 - An emergency resolution declaring the intention of the City of Brunswick to provide municipal services to a 5.1207 acre parcel of land (PPN 017-

03C-01-015) on Center Road - **2nd Reading** (Committee-of-the-Whole, *Administration/Ken Fisher*)

c. 1st Reading(s)

ORD. NO. 11-2023 - An emergency ordinance establishing a temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or permit approvals for electric vehicle charging stations in all zoning districts of the City and the issuance of such approvals. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

RES. NO. 12-2023 - An emergency resolution authorizing the City Manager to enter into an agreement with Snider Recreation, Inc. for the purchase and installation of playground equipment at City parks in an amount not to exceed \$210,536.42 - **1st Reading** (To be brought from Parks, Recreation & Community Committee, *Administration/Taylor Petkovsek*)

RES. NO. 13-2023 - An emergency resolution authorizing the participation in the Teva, Allergan, CVS, Walgreens and Walmart National Opioid Settlements and appointing the Finance Director as the City of Brunswick's designated Opioids Implementation Manager and alternate signatory. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/ Ken Fisher*)

RES. NO. 14-2023 - An emergency resolution authorizing the City Manager to purchase a new 8-ton truck cab and chassis from Northern Ohio Peterbilt of Cleveland for the Service Department in an amount not to exceed \$124,000. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

RES. NO. 15-2023 - A resolution authorizing the City Manager to enter into a three (3) year agreement with two (2) separate and one (1) year renewal options with Maintenance Systems of Northern Ohio, the lowest and best bidder, for the provision of street sweeping services. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

RES. NO. 16-2023 - A resolution authorizing the City Manager to enter into a three (3) year agreement with Unifirst Corporation for the rental and maintenance of uniforms, walk-off mats and shop towels pursuant to submitted bid prices.- **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

11. City Manager's Report
12. Open Forum
13. Unfinished Business

14. New Business
15. Adjournment

FINANCE COMMITTEE

February 13, 2023

IN ATTENDANCE: Chairman Nicholas Hanek, Committee Member Michael Abella, Committee Member Joseph Delsanter, Anthony Capretta, Kristy Piper, Tim Smith, Brandon Lambert, City Manager/Safety Director Carl DeForest, Police Chief Brian Ohlin, Assistant Law Director Santo Incorvaia, Finance Director Todd Fischer, Medina County Economic Development Corporation Executive Director Bethany Dentler, Keith Kuczma, Clerk of Council Laura Timura, News Media.

The meeting convened at 6:28 p.m.

DISCUSSION ITEMS:

ORD. NO. 9-2023- An emergency ordinance amending ordinance #103-2022 to include amendments to the Appropriation Budget for the year ending December 31, 2023, as incorporated in Exhibit “A” attached hereto. - **1st Reading** (To be brought from the Finance Committee, *Administration/Todd Fischer*)

ORD. NO. 10-2023 - An emergency ordinance to transfer and advance funds. - **1st Reading** (To be brought from Finance Committee, *Administration/Todd Fischer*)

Mr. Fischer explained that these ordinances are the first budget amendments of the year. He noted that due to the annual budget being put together in July/August, there are changes that occur between that time and the time the budget is actually adopted. One of the biggest projects reflected would be Pearl Road, the City did not know at the time the budget was drawn how much grant money would be spent at the end of the year. This is federal and state money that is being handled by the state. He went on to say that 1.4 million in this request is related to the remaining unspent grant monies for the ongoing Pearl Road Improvement Project.

There is 1.6 million in advances out to and from various funds to temporarily fund and cover the costs of 2 new grants until reimbursements are received. These advances are not an expenditure of money. Money is just being moved from one place to another.

There is \$618,875 in newer money out of the local funds in order for us to secure a 1.5 million-dollar EPA grant. More details on that should be available moving forward. In order to get this underway, engineering work needs to be started on those projects to be able to get a grant agreement in. There is approximately \$300,000 left in ARP funds. These funds would be spent in accordance with Council’s resolution.

There is about \$226,000 in appropriations for the Division of Fire, which is mostly the remainder of the money left over from what was set aside for the fire station. This will be added back in, but is still part of the original 3.5 million dollars.

A NOPEC grant was received for \$91,000. The City is working with NOPEC to solidify eligible projects; which would need to be energy-efficient projects.

Updated engineer cost estimates for Plum Creek Trail Phase II and III were received and are included as well. Due to the grants included in the budget, this is time sensitive. For this reason, Mr. Fischer is requesting that this ordinance be passed as an emergency with suspension of the rules.

Mr. Delsanter inquired if the NOPEC grant funds were received already. Mr. Fischer stated that the funds have not been received yet. The City just received the official award about a week ago. Mr. Delsanter asked if receiving assistance from NOPEC financially would make receiving this grant difficult. Mr. Fischer replied that this grant is broken down into 3 parts and how that money has to be spent may be more rigorous this year than in the past. Mr. Fischer concluded that for the transfers on advances, which is the second ordinance, all of those have been included in the 2023 budget proposal with the exception of NOPEC which was added.

Mr. Delsanter moved Ordinance Numbers 9-2023 and 10-2023 to tonight's Council Agenda of February 13, 2023, as an emergency with suspension of the rules. Vote – 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Fischer announced that the Finance Department is beginning to prepare the 2022 financial statements. The auditors will be in the office the last week of February. This will be a new audit firm for this 5-year contract.

ADJOURNMENT:

Being no further business, Mr. Abella moved to adjourn at 6:34 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,



Nicholas Hanek
Chairman

PARKS, RECREATION & COMMUNITY COMMITTEE

February 13, 2023

IN ATTENDANCE: Chairwoman Kristy Piper, Committee Member Anthony Capretta, Committee Member Tim Smith, Joseph Delsanter, Brandon Lambert, Nicholas Hanek, Michael Abella, Parks & Recreation Director Taylor Petkovsek, City Manager/Safety Director Carl DeForest, Police Chief Brian Ohlin, Assistant Law Director Santo Incorvaia, Finance Director Todd Fischer, Medina County Economic Development Corporation Executive Director Bethany Dentler, Keith Kuczma, Clerk of Council Laura Timura, News Media.

The meeting convened at 6:25 p.m.

DISCUSSION ITEMS:

RES. NO. 6-2023 - An emergency resolution authorizing the City Manager to enter into an agreement with Air Force One, Inc. for capital improvements at the Brunswick Community Recreation and Fitness Center in an amount not to exceed \$494,999.34. - **1st Reading** (To be brought from Parks, Recreation & Community Committee, *Administration/Taylor Petkovsek*)

Mrs. Petkovsek stated that work on this project was started back in 2021 and at that time, the City applied for the grant through ODNR. The City's contribution will be \$250,000 and the grant award was for \$250,000 less \$5,000 for the administration fees.

Mr. Abella asked what part of this project contributes largely to the overall cost. Mrs. Petkovsek explained that all of the projects are, for the most part, equal contributors to the overall cost. She noted some of the projects include: 4 HVAC units, compressor replacement, cleaning of interior and exterior air ducts, replacement of ceiling tiles, cleaning of grids, painting with antimicrobial paint, and painting the pool ceiling. The last project will be a building automation system. This will tie in all of the HVAC units, pool heater and spa heater. There will be training on the software to allow remote access. This should essentially save on energy and utility costs.

Mr. Capretta moved Resolution Number 6-2023 to tonight's Council Agenda of February 13, 2023, as an emergency with suspension of the rules. Vote – 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

Being no further business, Mr. Smith moved to adjourn at 6:28 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,



Kristy Piper



COMMITTEE OF THE WHOLE MEETING

February 13, 2023

IN ATTENDANCE: Vice Mayor Nicholas Hanek, Joseph Delsanter, Anthony Capretta, Michael Abella Jr., Tim Smith, Kristy Piper, Brandon Lambert, City Manager/Safety Director Carl DeForest, Police Chief Brian Ohlin, Assistant Law Director Santo Incorvaia, Finance Director Todd Fischer, Medina County Economic Development Corporation Executive Director Bethany Dentler, Keith Kuczma, Clerk of Council Laura Timura, News Media.

The meeting convened at 6:34 p.m.

MOTION ITEMS:

(a) Appoint Kevin Ball and Tom Steinke to the Community Reinvestment Area (CRA) Housing Council

Bethany Dentler with the Medina County Economic Development Corporation came before Council. She explained that her office has been working with the City's Economic Development Department to help manage the CRA process. The terms of the Housing Council have expired. She asked that Council reappoint two Housing Council members.

Ms. Dentler explained that Ohio Revised Code allows for the Housing Council to be established. When it is a municipal organization, the Mayor appoints 1 member, Council appoints 2 members, and Planning Commission appoints 1 member. These 5 members of the Housing Council will then appoint 2 additional members who are residents of Brunswick. These are 3-year terms. The CRA Housing Council is scheduled to meet on Wednesday, March 1. Ms. Dentler would like to ensure that there is a Council that has been fully appointed.

Mr. Delsanter moved to reappoint Kevin Ball and Tom Steinke to the Community Reinvestment Area (CRA) Housing Council retroactive to January 1, 2023.

Ms. Dentler added that, once the Housing Council meets, she will present the minutes and recommendations in mid-March. The recommendations will then be submitted to the State by March 31, 2023. There is a fairly recent change in community reinvestment area tax abatement law. The governor just signed it in January and she believes there is a 90-day waiting period. Once this law is in effect, it will change the municipal revenue sharing agreement from 1 million dollars to 2 million dollars. Presently, any new jobs over the 1-million-dollar level get shared with the City and the school district. This will now move to 2 million dollars. This will allow more wiggle room for communities and businesses to retain more of the dollars.

REVIEW LEGISLATION:

ORD. NO. 5-2023 - An emergency ordinance establishing a temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit applications for zoning, occupancy and/or building permit approvals for Vape and Smoke Shop uses in the C-N Neighborhood Commercial District, C-G General Commercial District, GW-C Gateway Commercial District and Brunswick Town Center Special Planning District No. 2 (Main Street District, Northwest Neighborhood and Southeast Neighborhood) and the issuance of such approvals. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

Mr. Hanek relayed that this is an emergency ordinance similar to other situations where different types of businesses are dealt with. This is a six-month moratorium for vape and smoke shops. He declared that the City is getting a proliferation of new vape shops and he would urge the administration to research how to best regulate, address, and work through this. This will not be applied to any vape shops that are already established, but will affect any new shops. The City will examine how to regulate all of the districts. As with any other moratorium, it can be lifted by motion and it can also be extended if more time is needed.

Mr. Delsanter asked if anyone had heard of the one large vape shop chain that had establishments throughout northeast Ohio. Cleveland City Council is attempting to freeze their ability to do business and the business is taking them to court to prevent that legislation from being passed. Our City's legislation is a proactive action and does not affect current businesses. This is different from what Cleveland City Council is doing, which would put employees out of work.

Mr. Hanek noted that Parma recently had a moratorium which was lifted and they then had issues pertaining to the percentage of vapes versus other products where new shops kept coming in despite having been regulated. This is a developing field and our City has successfully had moratoriums in the past. Mr. Hanek expressed his confidence in the Administration and their ability to come up with reasonable solutions in response to feedback from the community.

Mr. Hanek also noted that he has substantial concerns about youth and vaping. He notified Council that he has been given multiple reports of issues with vapes in both the High School and Middle School. Mr. Hanek said that this is of utmost concern to him and he would like a handle on this going forward.

Mr. Capretta moved Ordinance Number 5-2023 to tonight's Council Agenda of February 13, 2023, as an emergency, with suspension of the rules. Vote – 7 Ayes, 0 Nays.

RES. NO. 7-2023 - A resolution commending Anthony Capretta for his years of service both to the City of Brunswick and to the City Council. - **1st Reading** (To be brought from Committee-of-the-Whole, *Brandon Lambert/Council*)

Mr. Lambert told Council that this resolution was a result of his discussion with Mr. Hanek where he expressed his desire to recognize Councilman Capretta for his years of service. Mr. Capretta will be missed and this is the least that Council can do to recognize him.

Mr. Lambert moved Resolution Number 7-2023 to tonight's Council Agenda of February 13, 2023, for 3 readings. Mr. Capretta recused himself from the vote. Vote – 6 Ayes, 0 Nays.

RES. NO. 8-2023 - An emergency resolution declaring the intention of the City of Brunswick to provide municipal services to a 5.1207 acre parcel of land (PPN 017-03C-01-015) on Center Road
- **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

Mr. Delsanter asked if this legislation would be referred back to planning. Mr. Invorvaia explained that this legislation should have 3 readings and not be referred to planning. This is the first step toward annexation.

Mrs. Piper moved Resolution Number 8-2023 to tonight's Council Agenda of February 13, 2023, as an emergency with 3 readings. Mr. Hanek recused himself from the vote. Vote – 6 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Hanek stated that for the March 13, 2023 Committee of the Whole meeting, two County Commissioners will be present. The Commissioners made a request to the cities and villages in the County regarding the Medina County Emergency Management Agency and the reconstitution of the Executive Committee of that agency. The Commissioners are requesting to have 2 guaranteed seats on the Executive Committee and an additional seat that they would be guaranteed to pick giving them a high percentage of the seats in this agency. This is a County coordinated agency that responds to natural disasters. Carl DeForest sits on the Committee as a City representative. Mr. Hanek has asked the Commissioners for further information regarding that request, because they are asking for seats in excess of what the Ohio Revised Code states as a minimum. Mr. Hambley and another Commissioner will be present at the March 13, 2023 Committee of the Whole meeting to discuss that request. Commissioner Hambley is a former Brunswick City Councilman and is familiar with the City procedures. Mr. Hanek will be obtaining further information prior to the meeting. He noted that Mr. Capretta will not be in attendance as a councilperson at this meeting.

ADJOURNMENT:

Being no further business, Mr. Smith moved to adjourn the Committee of the Whole Meeting at 6:46 p.m. Vote – 7 Ayes, 0 Nays.

Submitted Respectfully,

Laura Timura
Clerk of Council

PROPOSED LEGISLATION



DATE: 2/27/2023

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. 119-2022** - An ordinance amending Section 1260.04(v) of the Codified Ordinances of the City of Brunswick by imposing additional restrictions for vape and smoke shops. - **3rd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: The location of vape and smoke shops has been amended in the C-G General Commercial District, whereby they shall not be permitted within 3,500 feet of any parcel or unified site within or outside of the City of Brunswick corporate boundaries where religious or educational institutions are located. The distance shall be measured from the nearest point of the parcel on which the vape/smoke shop is located to the nearest property line on which a religious or educational institution is located.

PURPOSE AND EXPLANATION: The proposed legislation will further regulate the location of vape and smoke shops in the C-G District.

IMPLEMENTATION SCHEDULE: First reading on December 19, 2022; then refer back to the Planning Commission for a public hearing.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

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

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

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 119-2022

BY: Mr. Delsanter, Mr. Lambert, Mrs. Piper

AN ORDINANCE AMENDING SECTION 1260.04(v) OF THE CODIFIED ORDINANCES OF THE CITY OF BRUNSWICK BY IMPOSING ADDITIONAL RESTRICTIONS FOR VAPE AND SMOKE SHOPS.

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

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

“(v) Vape and smoke shops; shall not be permitted within 3,500 feet of any parcel or unified site within or outside of the City of Brunswick corporate boundaries upon which any of the following are located, which shall be measured from the nearest point of the parcel on which the vape/smoke shop is located to the nearest property line upon which any of the following are located~~which shall not be permitted within one thousand (1,000) feet of:~~

- (1) A church, synagogue, mosque, temple or building which is used primarily for religious worship and related religious activities.
- (2) A public or private educational facility, including, without limitation, child care facilities, nursery schools, pre-schools, kindergartens, elementary schools, private schools, intermediate schools, junior high schools, middle schools, high schools, vocational schools, secondary schools, junior colleges and universities, trade schools, tutorial services and commercial learning centers. ~~School includes the school grounds, but does not include facilities used primarily for another purpose and only incidentally as a school.~~
- (3) A playground that is open to the public or City park.”

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

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

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura

PROPOSED LEGISLATION



DATE: 2/27/2023

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. 120-2022** - An ordinance amending Section 1261.04(s) of the Codified Ordinances of the City of Brunswick by imposing additional restrictions for vape and smoke shops. - **3rd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: The location of vape and smoke shops in the GW-C Gateway Commercial District has been amended, whereby they shall not be permitted within 3,500 feet of any parcel or unified site within or outside of the City of Brunswick corporate boundaries where religious or educational institutions are located. The distance shall be measured from the nearest point of the parcel on which the vape/smoke shop is located to the nearest property line on which a religious or educational institution is located.

PURPOSE AND EXPLANATION: The proposed legislation will further regulate the location of vape and smoke shops in the GW-C District.

IMPLEMENTATION SCHEDULE: First reading on December 19, 2022; then refer back to the Planning Commission for a public hearing.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

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

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

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 120-2022

BY: Mr. Delsanter, Mr. Lambert, Mrs. Piper

AN ORDINANCE AMENDING SECTION 1261.04(s) OF THE CODIFIED ORDINANCES OF THE CITY OF BRUNSWICK BY IMPOSING ADDITIONAL RESTRICTIONS FOR VAPE AND SMOKE SHOPS.

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

SECTION 1: That Section 1261.04(s) of the Codified Ordinances is hereby amended to read as follows:

“(s) Vape and smoke shops shall not be permitted within 3,500 feet of any parcel or unified site within or outside of the City of Brunswick corporate boundaries upon which any of the following are located, which shall be measured from the nearest point of the parcel on which the vape/smoke shop is located to the nearest property line upon which any of the following are located, which shall not be permitted within one thousand (1,000) feet of:

- (1) A church, synagogue, mosque, temple or building which is used primarily for religious worship and related religious activities.
- (2) A public or private educational facility, including, without limitation, child care facilities, nursery schools, pre-schools, kindergartens, elementary schools, private schools, intermediate schools, junior high schools, middle schools, high schools, vocational schools, secondary schools, junior colleges and universities, trade schools, tutorial services and commercial learning centers. School includes the school grounds, but does not include facilities used primarily for another purpose and only incidentally as a school.”
- (3) A playground that is open to the public or City park.”

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

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ YES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura

PROPOSED LEGISLATION



DATE: 2/27/2023

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. 121-2022** - An ordinance establishing Section 1270.04(e) of the City of Brunswick Codified Ordinances. - **3rd Reading** (Planning & Zoning Committee, Administration/Grant Aungst)

BACKGROUND: In order to provide visibility into business establishments for safety forces, Section 1270.04(e) is established whereby exterior/interior window graphics shall not exceed twenty-five percent (25%) of the glass area.

PURPOSE AND EXPLANATION: The proposed legislation will allow safety forces to have visibility into businesses.

IMPLEMENTATION SCHEDULE: First reading on December 19, 2022; then refer back to the Planning Commission for a public hearing.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

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

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

**ADDITIONAL
INFORMATION:**

1
CITY OF BRUNSWICK, OHIO
ORDINANCE NO. _____

BY:

AN ORDINANCE ESTABLISHING SECTION 1270.04(e) OF THE CITY OF
BRUNSWICK CODIFIED ORDINANCES.

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

SECTION 1: That Section 1270.04(e) of the Codified Ordinances is hereby established to read
as follows:

“(e) Window Graphics. Exterior/interior window graphics shall not exceed
twenty-five percent (25%) of the glass area.”

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

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura

PROPOSED LEGISLATION



DATE: 2/27/2023

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. 122-2022-** An ordinance establishing Sections 1278.02(a)(4) and 1278.02(a)(5) of the City of Brunswick Codified Ordinances. - **3rd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: Section 1278.02(a)(4)(a) and (b) will require Planning Commission review of parking and landscaping requirements when a new tenant/business moves into a vacant space that exceeds 15,000 square feet or 25% of the site, and if the space has been vacant for more than four months. Section 1278.02(a)(5)(a) and (b) will allow review of the parking and landscaping by the Community and Economic Development Director, Chief Building Official, and City Engineer when a new tenant/business moves into a vacant space that is below 15,000 square feet or 25% of the site.

PURPOSE AND EXPLANATION: The proposed legislation will ensure compliance with parking and landscaping code requirements when a new tenant/business occupies a building that has been vacant for more than four months.

IMPLEMENTATION SCHEDULE: First reading on December 19, 2022; then refer back to the Planning Commission for a public hearing.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes
Emergency	No

Suspension of Rules No

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

Recommend adoption of the proposed legislation.

**ADDITIONAL
INFORMATION:**

1
CITY OF BRUNSWICK, OHIO
ORDINANCE NO. _____

BY:

AN ORDINANCE ESTABLISHING SECTIONS 1278.02(a)(4) AND
1278.02(a)(5) OF THE CITY OF BRUNSWICK CODIFIED ORDINANCES.

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

SECTION 1: That Section 1278.02(a)(4) of the Codified Ordinances is hereby established to read as follows:

“(4) Upon new tenant/occupied space, all parking and landscape design shall be reviewed by the Planning Commission and meet the requirements of Chapter 1276 if either of the following apply:

- (a) The space exceeds 15,000 square feet or 25% of the gross leasable area of the site.
- (b) The space has been empty for four (4) months or more.

(5) Upon new tenant/occupied space, all parking and landscape design shall be reviewed by the Community and Economic Development Director, Chief Building Official and City Engineer and meet the requirements of Chapter 1276 if either of the following apply:

- (a) The space is less than 15,000 square feet or 25% of the gross leasable area of the site.
- (b) The space has been empty for four (4) months or more.”

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

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST:

Clerk of Council
Laura E. Timura

PROPOSED LEGISLATION



DATE: 2/27/2023

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. 123-2022-** An ordinance amending Section 1282.08(b) of the Codified Ordinances of the City of Brunswick. - **3rd Reading** (Planning & Zoning Committee, Administration/Grant Aungst)

BACKGROUND: Section 1282.08(b) is being amended to require that all tenant/occupied building spaces on a unified site shall meet the minimum interior landscape requirements.

PURPOSE AND EXPLANATION: The proposed legislation will ensure that sufficient interior landscaping will be provided for all buildings on a unified site.

IMPLEMENTATION

SCHEDULE: First reading on December 19, 2022; then refer back to the Planning Commission for a public hearing.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

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

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

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. _____

BY:

AN ORDINANCE AMENDING SECTION 1282.08(b) OF THE CODIFIED
ORDINANCES OF THE CITY OF BRUNSWICK.

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

SECTION 1: That Section 1282.08(b) of the Codified Ordinances is hereby amended to read as follows:

“(b) Interior Landscaping. Parking areas shall provide interior landscaping, as provided in Section 1282.06(h). Interior landscaping shall equal a minimum of 20 square feet per parking space, exclusive of foundation landscaping or any other landscaping required by Section 1282.06. Such landscaping shall be in areas of uncompacted, well-drained soil within or directly adjacent to the parking and circulation areas. All tenant/occupied buildings spaces on a unified site shall meet the minimum interior landscaping requirements.”

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

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura

PROPOSED LEGISLATION



DATE: 2/27/2023

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Nicholas Hanek

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 7-2023** - A resolution commending Anthony Capretta for his years of service both to the City of Brunswick and to the City Council. - **2nd Reading** (Committee-of-the-Whole, *Brandon Lambert/Council*)

BACKGROUND: Councilman Capretta has submitted his resignation to go into effect at the end of the day on March 12, 2023.

PURPOSE AND EXPLANATION: A resolution to commend Councilman Anthony Capretta for his years of service to the Brunswick community and City Council.

IMPLEMENTATION

SCHEDULE: 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
RESOLUTION NO. 7-2023

By: Committee-of-the-Whole

A RESOLUTION COMMENDING ANTHONY CAPRETTA FOR HIS YEARS OF SERVICE BOTH TO THE CITY OF BRUNSWICK AND TO THE CITY COUNCIL.

WHEREAS: Anthony Capretta has served the community for almost 20 years as a member of City Council; and

WHEREAS: Anthony Capretta has served with dedication and is highly regarded throughout the community; and

WHEREAS: During his tenure, he served as the Chairman of the Safety & Environment Committee as well as the Building & Building Code Committee.

SECTION 1: That the Brunswick City Council hereby expresses its sincere appreciation and thanks to Anthony Capretta for the manner in which he has carried out his responsibilities and duties as a member of City Council.

SECTION 2: That City Council extends its best wishes to Anthony and his family for good health and happiness in the future.

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

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

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura

PROPOSED LEGISLATION



DATE: 2/27/2023

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Nicholas Hanek

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 8-2023** - An emergency resolution declaring the intention of the City of Brunswick to provide municipal services to a 5.1207 acre parcel of land (PPN 017-03C-01-015) on Center Road - **2nd Reading** (Committee-of-the-Whole, *Administration/Ken Fisher*)

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 a parcel of land be annexed from Hinckley Township to the City of Brunswick.

PURPOSE AND EXPLANATION: The approved legislation must be filed with the Medina County Commissioners' Office by March 22, 2023.

IMPLEMENTATION

SCHEDULE: Emergency, three readings

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?
Emergency, three readings.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NUMBER 8-2023

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION DECLARING THE INTENTION OF THE CITY OF BRUNSWICK TO PROVIDE MUNICIPAL SERVICES TO A 5.1207 ACRE PARCEL OF LAND (PPN 017-03C-01-015) ON CENTER 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 a parcel of land be annexed from Hinckley Township to the City of Brunswick, and

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

WHEREAS: 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 5.1207 acres of land on Center Road (PPN 017-03C-01-015), 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 April 11, 2023 hearing date. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council

Laura E. Timura

PROPOSED LEGISLATION



DATE: 2/27/2023

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. 11-2023** - An emergency ordinance establishing a temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or permit approvals for electric vehicle charging stations in all zoning districts of the City and the issuance of such approvals. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: Council believes that a temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or permit approvals for Electric Vehicle Charging Stations in all Zoning Districts of the City, and on the issuance of such approvals, will not deny property owners economically viable use of their property and will permit the City Administration, Council and the Planning Commission necessary time to undertake a review of the Brunswick Zoning Code and possible amendment thereof.

PURPOSE AND EXPLANATION: For a period of six (6) months from the effective date of this Ordinance, the City shall not accept or process any applications for zoning, occupancy and/or permit approvals for Electric Vehicle Charging Stations in all Zoning Districts of the City, and further shall not issue any such approvals during said period.

IMPLEMENTATION SCHEDULE:

Immediately

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

One Reading	Yes
Two Readings	No
Three Readings	No

Emergency	Yes
Suspension of Rules	Yes

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

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the City and its residents and property owners, and for the additional reason that it is required to permit the City Administration, Council and Planning Commission necessary time to undertake a review of the Brunswick Zoning Code and possible amendment thereof.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. _____

BY:

AN EMERGENCY ORDINANCE ESTABLISHING A TEMPORARY
MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF
APPLICATIONS FOR ZONING, OCCUPANCY AND/OR PERMIT
APPROVALS FOR ELECTRIC VEHICLE CHARGING STATIONS
IN ALL ZONING DISTRICTS OF THE CITY AND THE ISSUANCE
OF SUCH APPROVALS.

WHEREAS: The City of Brunswick may legitimately regulate the location and approval of Electric Vehicle Charging Stations; and

WHEREAS: This Council believes that a temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or permit approvals for Electric Vehicle Charging Stations in all Zoning District of the City, and on the issuance of such approvals, will not deny property owners economically viable use of their property and will permit the City Administration, Council and Planning Commission necessary time to undertake a review of the Brunswick Zoning Code and possible amendment thereof.

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

SECTION 1: For a period of six (6) months from the effective date of this Ordinance, the City shall not accept or process any applications for zoning, occupancy and/or permit approvals for Electric Vehicle Charging Stations in all Zoning Districts of the City, and further shall not issue any such approvals during said period.

SECTION 2: This Ordinance shall not apply to applications for permit approvals for Electric Vehicle Charging Stations in Residential Zoning Districts where such Electric Vehicle Charging Stations are to be located in fully enclosed buildings and are intended solely for the personal use of the resident.

SECTION 3: Whenever the provisions of this Ordinance conflict with any other Ordinance or any provision of the Codified Ordinances of the City, the provisions of this Ordinance shall control.

SECTION 4: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the City and its residents and property owners and for the additional reason that it is required to permit the City Administration, Council and Planning Commission necessary time to undertake a review of the Brunswick Zoning Code and possible amendment thereof. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading_____

RULES SUSPENDED: AYES_____ NAYS_____

ADOPTED: _____ AYES_____ NAYS_____

ATTEST: _____
Clerk of Council
Laura E. Timura

PROPOSED LEGISLATION



DATE: 2/27/2023

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Taylor Petkovsek

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 12-2023** - An emergency resolution authorizing the City Manager to enter into an agreement with Snider Recreation, Inc. for the purchase and installation of playground equipment at City parks in an amount not to exceed \$210,536.42 - **1st Reading** (To be brought from Parks, Recreation & Community Committee, *Administration/Taylor Petkovsek*)

BACKGROUND: The 2023 appropriated budget will allow for three (3) new playgrounds, at James Park (playground built in 2007), Rolling Hills (playground built in 2008) and Hopkins Park (playground built in 2000). Because of cost-saving programs- state contract and additional discounts offered by Burke, and 2022 pricing still being in effect, funds are available to upgrade the play equipment at the Dog Park and the 2-5 year old playground at North Park not to exceed \$210,536.42.

PURPOSE AND EXPLANATION: See background and reason for emergency above.

IMPLEMENTATION SCHEDULE: Requesting passage with emergency on March 27, 2023. This would allow for the purchasing of equipment at 2022 pricing and additional discounts. The goal is to be completed with construction in 2023.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: \$210,536.42 - 300-0522-56250 Capital Park Improvement Fund

RECOMMENDED ACTION:

One Reading	No
Two Readings	Yes
Three Readings	No
Emergency	Yes

Suspension of Rules

Yes

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

Recommendation for 2 readings with emergency and suspension of the rules. The reason for the emergency is that Ohio Buys joint purchasing program 2022 pricing is valid until March 31, 2023. Additionally, some of the playgrounds and play features have additional discounts if ordered by March 29, 2023.

**ADDITIONAL
INFORMATION:**

All costs associated with the playgrounds will be recorded in the Capital Improvement Fund #300. Purchase Orders issued to Snider Recreation Inc. for this project will not exceed the bid amount of \$210,536.42.

**Playground Proposal
City of Brunswick**

Snider Recreation
10139 Royalton Road, Suite K
North Royalton, OH 44133

February 17, 2023

City of Brunswick
4095 Center Road
Brunswick, OH 44212

Snider Recreation, Inc. is delighted to provide City of Brunswick with this playground equipment proposal.

This was developed with your specific needs in mind, and we look forward to discussing this project further with you to ensure your complete satisfaction. Snider Recreation, Inc. is confident that this proposal will satisfy City of Brunswick's functional, environmental, and safety requirements - and most importantly, bring joy and excitement to the children and families directly benefiting from your new playground.

This proposal includes the following:

- Estimate 12757 "Hopkins Park" project total = \$84,932.00
- Estimate 12106R "Rolling Hills Park" project total = \$61,225.00
- Estimate 12105R "James Park" project total = \$48,680.00
- Estimate 12599R "Dog Park" project total = \$6,079.42
- Estimate 12756 "North Park - Tot" project total = \$9,620.00
- **Entire playground proposal total = \$210,536.42**

You have our personal commitment to support this project and your organization in every manner possible. We look forward to continuing to develop a long-standing relationship with City of Brunswick. We appreciate your consideration and value this opportunity to earn your business.

Sincerely,



James Snider
Snider Recreation, Inc.
10139 Royalton Road Suite K
North Royalton, OH 44133
440-877-9151



SNIDER RECREATION
School & Park Recreation Equipment
Ohio • Indiana • Michigan • Pennsylvania
10139 Royalton Road, Suite K
North Royalton, Ohio 44133
800-868-2889
www.cvsnider.com



Snider Recreation Inc.

10139 Royalton Road #K
N. Royalton, OH 44133

Ph (440)877-9151 Toll Free (800)888-2889 Fx (440)877-9159
www.cvsnyder.com
info@cvsnyder.com

Estimate

Date	Estimate #
2/16/2023	12757

Name / Address
City of Brunswick 4095 Center Road Brunswick, OH 44212

Ship To
Hopkins Park

Terms	Rep	Customer Phone	Customer Fax	Tax Exempt Number	County
Due on Receipt	JCS	330-273-8040	330-225-0001		Medina-OH

Item	Description	Qty	Rate	Total
	Hopkins Park			
	Ohio State Term Schedule			
Design	BCI Burke Design127-164831-1	1	90,676.00	90,676.00
Discount Recreation	Discount		-24,904.00	-24,904.00
Freight	Shipping Charges	1	3,560.00	3,560.00
Installation	Installation of Equipment	1	15,600.00	15,600.00
	-Removal of existing			
	Surfacing by others			

If tax exempt certificate is not provided appropriate sales tax will be charged. Quote valid for 30 days.

Freight subject to fuel charge. Payment via credit card will incur an additional 3% administrative fee.

Subtotal	\$84,932.00
Sales Tax (7.0%)	\$0.00
Total	\$84,932.00

FEIN 46-5631661



Snider Recreation Inc.

10139 Royalton Road #K
N. Royalton, OH 44133

Ph (440)877-9151 Toll Free (800)888-2889 Fx (440)877-9159
www.cvsnyder.com
info@cvsnyder.com

Estimate

Date	Estimate #
2/16/2023	12106R

Name / Address
City of Brunswick 4095 Center Road Brunswick, OH 44212

Ship To
Rolling Hills Park

Terms	Rep	Customer Phone	Customer Fax	Tax Exempt Number	County
Due on Receipt	JCS	330-273-8040	330-225-0001		Medina-OH

Item	Description	Qty	Rate	Total
	Rolling Hills			
	Ohio State Term Schedule			
Design	BCI Burke Design127-158001-2	1	59,573.00	59,573.00
Discount Recreation	Discount		-16,091.00	-16,091.00
Freight	Shipping Charges	1	2,850.00	2,850.00
Installation	Installation of Equipment	1	14,893.00	14,893.00
	Removal of existing by others			
	Surfacing by others			

If tax exempt certificate is not provided appropriate sales tax will be charged. Quote valid for 30 days.

Freight subject to fuel charge. Payment via credit card will incur an additional 3% administrative fee.

Subtotal	\$61,225.00
Sales Tax (7.0%)	\$0.00
Total	\$61,225.00

FEIN 46-5631661



Snider Recreation Inc.

10139 Royalton Road #K
N. Royalton, OH 44133

Ph (440)877-9151 Toll Free (800)888-2889 Fx (440)877-9159
www.cvsnyder.com
info@cvsnyder.com

Estimate

Date	Estimate #
2/16/2023	12105R

Name / Address
City of Brunswick 4095 Center Road Brunswick, OH 44212

Ship To
James Park

Terms	Rep	Customer Phone	Customer Fax	Tax Exempt Number	County
Due on Receipt	JCS	330-273-8040	330-225-0001		Medina-OH

Item	Description	Qty	Rate	Total
	James Park			
	Ohio State Term Schedule			
Design	BCI Burke Design127-158000-2	1	41,946.00	41,946.00
Discount Recreation	Discount		-8,637.00	-8,637.00
Freight	Shipping Charges	1	2,780.00	2,780.00
Installation	Installation of Equipment	1	12,591.00	12,591.00
	Removal of existing equipment by others			
	Surfacing by others			

If tax exempt certificate is not provided appropriate sales tax will be charged. Quote valid for 30 days.

Freight subject to fuel charge. Payment via credit card will incur an additional 3% administrative fee.

Subtotal	\$48,680.00
Sales Tax (7.0%)	\$0.00
Total	\$48,680.00

FEIN 46-5631661



Snider Recreation Inc.

10139 Royalton Road #K
N. Royalton, OH 44133

Ph (440)877-9151 Toll Free (800)888-2889 Fx (440)877-9159
www.cvsnider.com
info@cvsnider.com

Estimate

Date	Estimate #
2/16/2023	12599R

Name / Address
City of Brunswick 4095 Center Road Brunswick, OH 44212

Ship To

Terms	Rep	Customer Phone	Customer Fax	Tax Exempt Number	County
Due on Receipt	JCS	330-273-8040	330-225-0001		Medina-OH

Item	Description	Qty	Rate	Total
Design	Dog Park			
Discount Recreation	Ohio State Term Schedule			
Freight	Play4Pups Model PUP-3130	1	6,078.00	6,078.00
	Discount		-668.58	-668.58
	Shipping Charges	1	670.00	670.00
	Installation by others			

If tax exempt certificate is not provided appropriate sales tax will be charged. Quote valid for 30 days.

Freight subject to fuel charge. Payment via credit card will incur an additional 3% administrative fee.

Subtotal	\$6,079.42
Sales Tax (7.0%)	\$0.00
Total	\$6,079.42

FEIN 46-5631661

Snider Recreation Inc.

**10139 Royalton Road #K
N. Royalton, OH 44133**

Ph (440)877-9151 Toll Free (800)888-2889 Fx (440)877-9159
www.cvsnider.com
info@cvsnider.com

Estimate

Date	Estimate #
2/16/2023	12756

Name / Address
City of Brunswick 4095 Center Road Brunswick, OH 44212

Ship To	

Terms	Rep	Customer Phone	Customer Fax	Tax Exempt Number	County
Due on Receipt	JCS	330-273-8040	330-225-0001		Medina-OH

Item	Description	Qty	Rate	Total
	North Park			
	Ohio State Term Schedule			
Design	Burke Design Synergy SY-3002	1	8,732.00	8,732.00
	Sale/Promo Structure			
Freight	Shipping Charges	1	888.00	888.00
	Installation by others			

If tax exempt certificate is not provided appropriate sales tax will be charged. Quote valid for 30 days.

Freight subject to fuel charge. Payment via credit card will incur an additional 3% administrative fee.

Subtotal	\$9,620.00
Sales Tax (7.0%)	\$0.00
Total	\$9,620.00

FEIN 46-5631661

Index No. STS640
Schedule No. 800702
Eff. Date 03/01/2022

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE NO. 4

TO: ALL STATE AGENCIES, STATE INSTITUTIONS OF HIGHER EDUCATION AND PROPERLY REGISTERED COOPERATIVE PURCHASING MEMBERS OF THE COOPERATIVE PURCHASING PROGRAM OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES, AS APPLICABLE

FROM: KATHLEEN C. MADDEN, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: CONTRACT NO. 800702
OAKS Vendor ID 0000197452 BCI Burke Company, LLC

This amendment is issued to notify as a result of mutual agreement between the State of Ohio and the Contractor, this contract is renewed for an additional twelve (12) months, effective 04/01/22 through 03/31/23.

This amendment is also issued to update the pricelist, effective with all orders issued on or after 03/01/22.

All other prices, terms and conditions remain unchanged.

This amendment, the Contract and any additional amendments thereto are available from the DAS website at the following address:
<http://www.ohio.gov/procure>



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

S & L GOVERNMENT PRICING SCHEDULE

SCHEDULE NUMBER: 800702

EFFECTIVE DATES: 03/19/2018 TO 03/31/2021
Renewal through 03/31/2023

The Department of Administrative Services has completed the evaluation and analysis of the State Term Schedule (STS) offering submitted by the Contractor as listed herein. The Contractor listed herein has been determined to provide competitive, economical and reasonable pricing for the items contained in their offer. The respective offer, including the Standard Contract Terms & Conditions, any proposal amendment, special contract terms & conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this State Term Schedule.

This State Term Schedule is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Schedule is renewed, terminated, or cancelled in accordance with the Standard Contract Terms and Conditions.

This State Term Schedule is available to all state agencies, state institutions of higher education and political subdivisions properly registered as members of the Cooperative Purchasing Program of the Department of Administration Services, as applicable.

Agencies are eligible to make purchases of the supplies and/or services in any amount and at any time as determined by the agency (see maximum order limit). The State makes no representation or guarantee that agencies will purchase the supplies and/or services approved in the State Term Schedule.

State agencies may make purchases under this State Term Schedule up to \$2500.00 using the state of Ohio payment card. Any purchases that exceed \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency

This State Term Schedule and any Amendments thereto are available from the DAS website at the following address:
<http://procure.ohio.gov>.

BCI Burke Company, LLC

STATE TERM SCHEDULE

Index No. STS640
Eff. Date 03/01/2022

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

Contractor:

Remit To:

OAKS Contract ID:

Contractor does not accept POs
BCI Burke Company, LLC
660 Van Dyne Road
PO Box 549
Fond du Lac, WI 54936-0549

0000197452

Contractor Contacts:

Ms. Marianne Larson

Telephone: (920) 933-6701

Fax: (920) 979-2721

Email: mlarson@bciburke.com

Delivery:

3 Days A.R.O.- F.O.B. Destination

Terms:

Net 30 Days

Basic Order Limitations (Agencies should contact Procurement Services when they expect to exceed the Maximum Order Limitation.)

Minimum: N/A

Maximum: N/A

APPROVED PRODUCTS/SERVICES: Only those vendors, products, or services as listed in the price pages, approved by the Office of Procurement Services, may be purchased from this State Term Schedule. Any vendors, prices, terms, conditions, products or services not listed in the approve price sheets are outside the scope of this schedule.

MANDATORY USE CONTRACTS: All General Distribution Contracts (GDC), Limited Distribution Contracts (LDC), Multiple Award Contracts (MAC), and Request for Proposals (RFP) take precedence over this State Term Schedule (STS). This STS is only for governmental entities without a mandatory use contract.

EXCLUDED ITEMS: (State Agencies Only) in accordance with the Ohio Revised Code Section 5147.07, 125.60, through 125.6012, 5119.16 and 3304.28 through 3304.33 state agencies are required to purchase through Ohio Penal Industries (OPI); Community Rehabilitation Programs (CRP); Department of Mental Health and Addiction Services and Pharmacy Services (MHAS); and Opportunities for Ohioans with Disabilities (OOD). State agencies must obtain a waiver from OPI, CRP, DMHAS, Pharmacy Services, and/or OOD to procure from this schedule.

SPECIAL NOTE: The state of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this State Term Schedule (STS) is not obligated to procure any products or services from this STS. This STS shall not be construed to prevent the state from purchasing products or services using other procurement methods as authorized by law.

NOTICE TO CONTRACTOR / VENDOR: It is the responsibility of the contractor's contact to maintain this State Term Schedule with current information. All updates i.e., telephone numbers, contact names, email addresses, tax identification number, prices, and catalogs etc., are required to be processed through the formal amendment authorization process which is initiated by way of a written request from the contractor's contact.

UNSPSC CODES (OAKS Category ID) and Item Descriptions:

All purchase orders placed against this contract shall use the following UNSPSC Codes when completing requisitions.

49241500 - Playground equipment

56120000 - Classroom and instructional and institutional furniture and fixtures

Dealer Index

Dealer Name & Address

Remit To:

OAKS Contract ID:

0000224166
Snider Recreation Inc
10139 Royalton Road Suite K
North Royalton, OH 44133

800702-1



Dealer's Contact:

Name

Phone

Fax

Email Address

Mr. James Snider

(800) 888-2889 x213

jcsnider@cvsnyder.com

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
4	03/01/2022	This amendment is issued to notify as a result of mutual agreement between the State of Ohio and the Contractor, this contract is renewed for an additional twelve (12) months, effective 04/01/22 through 03/31/23. This amendment is also issued to update the pricelist, effective with all orders issued on or after 03/01/22.
3	04/01/2021	This amendment is issued to notify as a result of mutual agreement between the State of Ohio and the Contractor, this contract is renewed for an additional twelve (12) months, effective 04/01/21 through 03/31/22.
2	05/29/2020	This amendment is issued to update the pricelist, effective with all orders issued on or after 05/29/2020.
1	05/17/2019	This amendment is issued to update the pricelist, dated 04/08/19, effective with all orders issued on or after 05/17/19.

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SNIDER RECREATION, INC. FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AT CITY PARKS IN AN AMOUNT NOT TO EXCEED \$210,536.42.

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

WHEREAS: The State contract under the State Procurement Program has been awarded to Snider Recreation, Inc.

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

SECTION 1: That the City Manager is hereby authorized to enter into an Agreement, upon approval of the Law Director, with Snider Recreation, Inc. for the purchase and installation of playground equipment at City parks in an amount not to exceed \$210,536.42.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary to secure pricing and complete installation in 2023. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

2nd Reading _____

RULES SUSPENDED: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura

PROPOSED LEGISLATION



DATE: 2/27/2023

TO: Vice Mayor Nicholas Hanek and Members of City Council

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

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 13-2023** - An emergency resolution authorizing the participation in the Teva, Allergan, CVS, Walgreens and Walmart National Opioid Settlements and appointing the Finance Director as the City of Brunswick's designated Opioids Implementation Manager and alternate signatory. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/ Ken Fisher*)

BACKGROUND: This Council authorized the retention of special legal counsel to commence civil litigation against opioid drug manufacturers and distributors, which civil litigation has been initiated. Within the State of Ohio, discussions have occurred with the Governor, the Attorney General, and local governments regarding the possibility of agreeing to an overall framework.

Five new proposed national opioid settlements ("New National Opioid Settlements") have been reached with Teva, Allergan, CVS, Walgreens, and Walmart ("Settling Defendants"). This Participation Package is a follow-up communication to the Notice of National Opioid Settlements recently received electronically by the City of Brunswick.

The Participation Form for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for the City to be considered for initial participation calculations and payment eligibility.

Based upon participation forms submitted on or before April 18th, the subdivision participation rate will be used to determine whether participation in each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective. Any city that does not participate cannot directly share in the settlement funds, even if the State of Ohio is settling and other participating subdivisions are sharing in settlement funds. Any Ohio subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in Ohio. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to

intrastate agreements or state statutes.

Consistent with the previously entered settlements, proceeds from any settlement entered into with any of the five companies identified above will be allocated and distributed in accordance with the OneOhio Memorandum of Understanding.

**PURPOSE AND
EXPLANATION:**

See background above.

**IMPLEMENTATION
SCHEDULE:**

The due date for returning all Settlement Documents is no later than April 18, 2023. The City's Administration request is for City Council to consider an emergency measure with three (3) readings (February 27, March 13 and March 27, 2023) to allow for sufficient time to execute the necessary paperwork before the established deadline.

**FINANCIAL
INFORMATION:**

**FINANCIAL
SUMMARY:**

Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

Consistent with the previously entered settlements, proceeds from any settlement entered into with any of the five companies identified above will be allocated and distributed in accordance with the OneOhio Memorandum of Understanding.

Any proceeds received or spent will be accounted for in the City's Opioid Settlement Fund #141. All funds are also required to be appropriated by City Council pursuant to State Law.

**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?

The due date for returning all Settlement Documents is no later than April 18, 2023. The City's Administration request is for City Council to consider an emergency measure with three (3) readings (February 27, March 13 and March 27, 2023) to allow for sufficient time to execute the necessary paperwork before the established deadline.

**ADDITIONAL
INFORMATION:**

New National Opioids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Brunswick city, OH
Reference Number: CL-389512

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("*New National Opioid Settlements*") have been reached with **Teva, Allergan, CVS, Walgreens, and Walmart** ("Settling Defendants"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("subdivision").

You are receiving this *Participation Package* because Ohio is participating in the following settlements:

- **Teva**
- **Allergan**
- **CVS**
- **Walgreens**
- **Walmart**

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

- *Participation Forms* for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

The *Participation Form* for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

Consistent with the previously entered settlements involving Cardinal Health, AmerisourceBergen, the McKesson Corporation, and Johnson & Johnson/Janssen, proceeds from any settlement entered into with any of the five companies identified in this letter will be allocated and distributed in accordance with the OneOhio Memorandum of Understanding, a copy of which can be found at <https://nationalopioidsettlement.com/wp-content/uploads/2021/11/Exhibit-8-2021.07.28-One-Ohio-Memorandum-of-Understanding.pdf>.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Forms* electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning *Participation Forms*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed *Participation Forms* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return executed *Participation Forms* using DocuSign, signed *Participation Forms* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and

reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms - [Subdivision Name, Subdivision State] - [Reference ID].

Detailed instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Ohio Attorney General's Help Center at 800.555.2350.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

☐ Yes ☐ No

Governmental Entity: Brunswick city	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: Brunswick city	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Brunswick city	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation and Release Form**

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Brunswick city	State: OH
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



EXHIBIT K**Subdivision Participation Form**

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

☐ Yes ☐ No

Governmental Entity: Brunswick city	State: OH
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION AUTHIZING PARTICIPATION IN THE
TEVA, ALLERGAN, CVS, WALGREENS AND WALMART NATION
OPIOID SETTLEMENTS AND APPOINTING THE FINANCE DIRECTOR AS
THE CITY OF BRUNSWICK’S DESIGNATED OPIOIDS
IMPLEMENTATION MANAGER AND ALTERNATE SIGNATORY.

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

WHEREAS: Within the State of Ohio, discussions have occurred with the Governor, the Attorney General and local governments regarding the possibility of agreeing to an overall settlement framework as memorialized in the One Ohio Memorandum of Understanding as previously adopted by this Council;

WHEREAS: Five (5) new proposed national opioid settlements have been reached with Teva, Allergan, CVS, Walgreens and WalMart;

WHEREAS: A Participation Form for each proposed settlement must be executed, without alteration, and submitted on or before April 18, 2023 in order for the City to be considered for initial participation calculations and payment eligibility;

WHEREAS: Based upon Participation Forms submitted on or before April 18, 2023, the subdivision participation rate will be utilized to determine whether participation in each proposed settlement is sufficient to move forward and whether a state meets its maximum potential payment under each proposed settlement;

WHEREAS: Any city that does not participate can not directly share in the proposed settlement funds; and

WHEREAS: Proceeds from any proposed settlement will be allocated and distributed in accordance with the One Ohio Memorandum of Understanding.

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

SECTION 1: That the City Manager is hereby authorized and directed, upon approval of the Law Director, to execute all necessary documents to participate in the proposed national opioid settlement with Teva, Allergan, CVS, Walgreens and WalMart.

SECTION 2: That the Finance Director is hereby appointed as the City’s designated Opioids Implementation Manager and alternate signatory, if necessary.

SECTION 3: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary to meet the April 18, 2023 response deadline. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading_____

2nd Reading_____

3rd Reading_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____

Clerk of Council
Laura E. Timura

PROPOSED LEGISLATION



DATE: 2/27/2023

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 14-2023** - An emergency resolution authorizing the City Manager to purchase a new 8-ton truck cab and chassis from Northern Ohio Peterbilt of Cleveland for the Service Department in an amount not to exceed \$124,000. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

BACKGROUND: The City of Brunswick is a member of a buying consortium titled Sourcewell. Northern Ohio Peterbilt has a Sourcewell price of \$124,000.00. A resolution was passed to purchase this chassis in 2022(10-2022) and the order was placed. After the PO was finalized and the chassis was ordered, Peterbilt canceled the order and was unable to provide the chassis in 2022. Due to this, a resolution to repeal the purchase of this chassis was passed(84-2022). Peterbilt is now accepting orders for 2023. The body for this truck was also bid in 2022, constructed and delivered to Brunswick. This truck will replace a "like" truck that will be taken out of service and a truck of similar type will be disposed of. Monies for this purchase was budgeted for in the approved 2022 Capital Budget.

PURPOSE AND

EXPLANATION: The purpose of this purchase is to replace old obsolete equipment with "like" equipment in order to provide snow and ice control services to the City of Brunswick.

IMPLEMENTATION

SCHEDULE: With the canceling of the 2022 chassis order, we are asking for passage as an emergency with suspension of the rules in order to minimize the chance we will once again be closed out of the current production year. Once delivered, the chassis will be shipped to a body manufacturer to install the new truck body and snow and ice equipment that we already have in stock.

FINANCIAL INFORMATION:

**FINANCIAL
SUMMARY:** \$124,000.00 from Account # 953-0420-56252

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?

**ADDITIONAL
INFORMATION:**

Due to the possibility of being locked out of the fabrication of this chassis in 2023 as we were in 2022 we are asking for one reading with emergency suspension of the rules. This equipment is for the health and safety of the citizens of Brunswick.



**Ohio
Peterbilt**

Ohio Peterbilt
900 Ken-Mar Industrial Pkwy.
Broadview Heights, OH 44147
Phone: 800-637-5000
Fax: 440-526-4609

SALESPERSON - Glenn Zerr

DATE 1/30/2023

PURCHASE ORDER

CUSTOMER: City Of Brunswick

ADDRESS 4095 Center Rd EMAIL

CITY/ST ZIP Brunswick Ohio 44212

COUNTY PHONE 330-225-9144

CONTACT NAME Scott

YEAR 2023 MAKE PETERBILT MODEL 548

SERIAL NUMBER Ordered unit STOCK NUMBER

PRICES ON ORDERED TRUCKS OR TRAILERS ARE SUBJECT TO CHANGE

ORDER QUANTITY

ADDITIONAL ITEMS:	BASE PRICE/UNIT	\$	124,000.00
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-
		\$	-

DELIVERY POINT:		TOTAL PRICE	\$	124,000.00
PAYMENT TERMS:				
GROSS TRADE ALLOWANCE			\$	-
BALANCE OWED		SALES TAX		
NET TRADE ALLOWANCE	\$ -	FET (NEW)	\$	-
		FET ON LOCALS	\$	-
		(TRADE-IN)	\$	-
		TRANSIT TAX	\$	-
		DOC FEE		
		PLATE FEES		
		(NON-REFUNDABLE DEPOSIT)		
		BALANCE	\$	124,000.00
		(DOWN PAYMENT)		
		TOTAL TO FINANCE	\$	124,000.00

FAILURE OF BUYER TO TAKE POSSESSION WITHIN TEN DAYS OF NOTIFICATION BY SELLER THAT THE VEHICLE IS READY MAY BE DEEMED BY SELLER AS A CANCELLATION OF THE CONTRACT BY THE BUYER

THIS TRUCK/TRAILER SOLD

XXXX WITH MANUFACTURERS STANDARD NEW TRUCK OR TRAILER WARRANTY

AS IS, I HEREBY MAKE THIS PURCHASE KNOWINGLY WITHOUT ANY
GUARANTEE EXPRESSED OR IMPLIED, BY THIS DEALER OR HIS AGENT

THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE UNLESS OTHERWISE STATED IN THIS DOCUMENT. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE ITEM(S)

If this is a credit sale, buyer is entitled to and will receive a fully completed disclosure statement setting forth the terms of the financing. This contract is not assignable and not cancelable and all terms and conditions of this sale are contained on this page and page #2 and the terms on page #2 of this order are as much a part of the agreement as if written on this page and no other verbal understandings or promises whatsoever are a part of this agreement. The buyer certifies that he is 18 years of age or over and warrants that he is the true and lawful owner of the truck traded in and that it is free of all encumbrances whatsoever except as noted above. The undersigned buyer acknowledges that he has read and understands the conditions and terms of this contract as it appears on this page and page #2 and has received a copy of this order executed herewith.

CUSTOMER'S
SIGNATURE

PURCHASER

BY

SALESMAN

ACCEPTED BY

THIS

ORDER

NOT BINDING

UNTIL

ACCEPTED BY DEALER



Ohio Peterbilt SALES CONTRACT TERMS & CONDITIONS

ALL TRADE-INS ARE SUBJECT TO A PHYSICAL APPRAISAL AT TIME OF DELIVERY.

FAILURE OF BUYER TO TAKE POSSESSION WITHIN TEN DAYS OF NOTIFICATION BY SELLER THAT THE VEHICLE IS READY MAY BE DEEMED BY SELLER AS A CANCELLATION OF THE CONTRACT BY THE BUYER THUS INVOKING THE PROVISIONS OF CONDITION 14 BELOW.

If this is a credit sale, buyer is entitled to and will receive a fully completed disclosure statement setting forth the terms of the financing.

This contract is not assignable and not cancelable and all terms and conditions of this sale are contained on this and reverse side and the terms on the reverse side of this order are as much a part of the agreement as if written on this side and no other verbal understandings or promises whatsoever are a part of this agreement.

The customer certifies that he is 18 years of age or over and warrants that he is the true and lawful owner of the equipment traded in and that it is free of all encumbrances whatsoever except as noted above.

The undersigned purchaser acknowledges that he has read and understands the conditions and terms of this contract as it appears on this and the reverse side and has received a copy of this order executed hereafter.

GENERAL TERMS AND CONDITIONS

- Excessable Delivery Delays:** All orders are subject to acceptance in writing by an officer of the Seller, and shall not be binding upon the Seller unless and until so accepted.
- Prices:** The selling prices quoted herein are subject to change without notice and the Seller's prices in effect at the date of delivery of equipment will apply in election of Seller.
- Trade-In Allowance:** The trade-in allowance set forth herein is based upon Seller's appraisal of the trade-in equipment in the required mechanical condition and with the equipment and attachments thereof and thereon, and free of all liens. Such trade-in shall be subject to reappraisal by Seller at the time it is delivered to Seller and if it is reappraised at a different value than the trade-in allowance designated herein because of difference in mechanical or physical condition or because of removal or substitution of equipment, or parts or attachments or because it is subject to a lien not set forth herein, the trade-in allowance set forth shall be changed to such reappraisal value and the difference between the trade-in allowance set forth herein and the reappraisal value shall be paid in cash by the Purchaser at the time that the equipment covered by this proposal is or are delivered to Seller, or shall at the election of the Seller be added to the purchase obligation of the Purchaser.
- Delivery:** The stated or promised delivery dates are estimates only based upon the Seller's best judgment and the Seller shall not be responsible for deliveries made later than promised regardless of the cause. Delivery periods are projected from the date of the receipt of an order by the Seller, but if articles to be furnished by Seller are to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information, including necessary specifications, Purchaser's acceptance of specifications and the exchange of other information necessary for production. If the furnishing of equipment on orders accepted by the Seller is hindered, delayed or prevented by public authority or by the existence of war or other contingency, including, but not limited to shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation of Seller to fill or complete such orders shall be excused at Seller's option. Any delay in furnishing of equipment by Seller, resulting from such causes shall constitute cause for extending stated or promised delivery date and receipt of the equipment by Purchaser shall constitute a waiver of all claims by Purchaser.
- Transportation:** All prices quoted are net f.o.b. from Ohio Peterbilt or net f.o.b. at such other port as may be designated herein.
- Claims:** The Seller's responsibility for equipment sold shall cease and all risks of loss or damage shall become the Purchaser's upon delivery of the equipment to the Purchaser at the place of business of the Seller as designated herein. The Seller shall in no event be responsible for shortages in shipments, or upon any other claim by the Purchaser, unless notice thereof is given, in writing, to the Seller within seven (7) days after delivery of the equipment as herein defined.
- It is expressly agreed that there are no warranties, expressed or implied, made by either Dealer or Manufacturer except as follows:
 - The only warranty extended to the original buyer of a new vehicle by Dealer shall be limited to the prevailing published warranties of the Manufacturer of the vehicle or Manufacturers of components.
 - Unless otherwise written and duly authorized, used vehicles are sold on an "AS IS BASIS" and are subject to no warranty, guarantee or representation. No warranty or representation is made as to mileage, condition, and previous use or reconditioning of said vehicle regardless of condition or appearance. If a problem develops with the equipment and the equipment is brought to an Ohio Peterbilt branch for repairs within thirty days from the date of delivery to the buyer, Seller may, at its discretion, make adjustments to the repair bill depending on the nature and circumstances of the problem. Repair bills are made on a cash basis and must be paid upon completion of the repair before the release of the vehicle.
- Payment:** The terms of payment specified herein are subject to approval of Purchaser's credit by Seller, and Seller may at any time revise the specified terms of payment in advance. Unless otherwise stated, in writing, all prices are net cash. Invoices are payable in lawful money of the United States. Lawful money is herein agreed to mean Bank Cashier's Check, Certified Check or wire bank transfers. Unless otherwise precluded by law, security title to the articles sold will remain in Seller until all indebtedness of the Purchaser shall have been fully paid in cash and in the event of attachment or execution being levied against the articles, the bankruptcy of the Purchaser or any default by Purchaser in payments due to Seller, Seller in addition to all other rights and remedies available to it may seize the property involved and all payments made to the date of such repossession shall be considered as rent for the articles.
- Taxes:** In addition to the prices provided for herein, the Purchaser shall pay all federal, state, county, municipal or other taxes imposed by reason of any sale or lease to which this instrument relates other than taxes upon or measured by net income. Purchaser acknowledges that the quoted price does not include, unless expressly stated herein, any present or future sales, use, excise or other tax of any kind which may be applicable to the sale of the equipment involved; that if requested by the Seller at any time, the Purchaser shall pay the amount of all such taxes in the same manner as if the same were part of the original quoted sale price.
- Laws Governing:** All orders will be governed by the laws of the State of Ohio.
- Rights Reserved:** Seller, for itself and for any manufacturer from which it acquires components or parts, reserves the right to make changes in design and specifications without notice.
- Patents:** With respect to equipment or parts or components therefore manufactured or produced in accordance with designs or design information supplied by the Purchaser, the Purchaser shall indemnify and save harmless the Seller and any manufacturer from which it acquires such articles, and their successors and assigns, against all loss, damage, liability, claims and actions for actual or alleged infringement of any letters, patent, trademark or corresponding rights relating to the manufacture and sale of such articles.
- Purchaser to Furnish:** All orders are accepted subject to the Purchaser's furnishing a satisfactory priority rating certificate, export license, letter of credit, evidence of financial standing, or any other similar papers necessary for the satisfactory completion of such order.
- Cancellation:** Should Purchaser cancel any purchase order or contract after Seller has placed Purchaser's order with manufacturer, Purchaser hereby guarantees to pay Seller all damages Seller incurs to lending institutions for floor planning said vehicles, required modification of said vehicles for resale, any loss in the sale price of said vehicles, any expenses in movement, licensing etc., incurred in the resale of said vehicles. Payment to Seller by Purchaser shall be within ten (10) days of receipt of billing by Seller or its agent. Purchaser further agrees any unused funds on deposit with Seller may be used at any time by Seller to apply to any damages Seller incurs from cancellation by Purchaser.
- Assignment:** The right to any monies due or to become due hereunder, or due under any other documents or obligations made in connection with the sale and purchase hereby contemplated, may be assigned by Seller, and Purchaser upon receiving notice of such assignment, shall make payments as directed.
- Entire Agreement:** An order, when accepted by Seller, together with specifications, shall constitute the entire agreement between the parties and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Stenographic or clerical errors are subject to correction.
- This agreement will survive the execution of a conditional sales agreement and shall be a part of the entire agreement between the parties with the terms and conditions of the Buyer's Order and those of the conditional sales agreement comprising the entire agreement between the parties.

Purchaser Initials: _____

Date: _____



Peterbilt Motors Company

SOURCEWELL CONTRACT #060920-PMC - CY2021-2024

FILL IN ALL BLUE CELLS

Ohio Peterbilt O115	1/30/2023	City Of Brunswick
INSERT CUSTOMER SOURCEWELL NUMBER BELOW - LOOK UP AT (https://www.sourcewell.mn.gov/member-lookup)		
INSERT CUSTOMER'S SOURCEWELL MEMBER NUMBER		

PETERBILT MODEL	548
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CHASSIS #	INSERT CHASSIS #
-----------	------------------

CAB & CHASSIS LIST PRICE (do not factor in list discounts)	\$155,048
SOURCEWELL DISCOUNT %	20.00%
SOURCEWELL DISCOUNT \$	\$31,010
CAB & CHASSIS PRICE	\$124,038

PETERBILT MODEL	SOURCEWELL DISCOUNT
MEDIUM DUTY	
220	10.00%
220EV	14.00%
325	17.00%
330	18.00%
337	19.00%
348	26.00%
535	15.00%
536	16.00%
537	17.00%
548	20.00%
CLASS 8	
365	31.00%
367	34.00%
567	34.00%
579	35.00%
579EV	37.00%
389	35.00%
520	35.00%
520EV	37.00%

BODY SUPPLIER (if applicable)	OEM
name only (not distributor/dealer)	
BODY SUPPLIER SOURCEWELL CONTRACT NUMBER (if applicable)	

BODY PRICE (if applicable)	
----------------------------	--

TOTAL PRICE FOR ALL SOURCED GOODS/SERVICES (other than body)	
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TOTAL PRICE FOR CAB & CHASSIS, BODY, AND ALL SOURCED GOODS/SERVICES (automatically calculated)	\$124,038
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Notes:

CHASSIS NUMBER: 876483 Plant: M MODEL: 0005481 CUSTOMER NAME: CITY OF BRUNSWICK TENTATIVE DATE: 06/05/23

REPORT DATE: 02/02/23

CHASSIS NUMBER: 876483

MODEL: 0005481

PLANT CODE: M

DEALER NO: 0115

OPS STAT: 02/02/23

PRESENT ID-1: 548

CUSTOMER PO:

DEALER NAME AND ADDRESS:

CUSTOMER NAME AND ADDRESS:

OHIO MACHINEY CO.

KKU8

3815 ZANE TRACE RD.

CITY OF BRUNSWICK

COLUMBUS OH 43228

SHIPPING DESTINATION: SEE INSTRUCTIONS

STARTING CHASSIS NO:

ENDING CHASSIS NO:

REQUESTED: 06/27/23

PRICE EFFECTIVE DATE: 01/01/22

TENTATIVE DATE: 06/05/23

FIRM DATE:

WHEELBASE: 154.00

CAB TO AXLE: 84.50

CAB TO END OF FRAME: 144.50

AXLE TO BACK OF CAB: 69.50

OPTION	DESCRIPTION	PUB WGT
	BASE MODEL	
0005481	MODEL 548 MEDIUM DUTY	P 10860
0100000	THE CODES LISTED IN N01XX LINES WERE NOT VALID FOR THIS MODEL OR YOUR	U 0
N0101	4256940	
0200700	NOT APPLICABLE	P 0
	SECONDARY MANUFACTURER	
	FRAME AND EQUIPMENT	
0514000	10-3/4" STEEL RAILS TO 354"	P 399
	3/8" RAIL THICKNESS	
0611300	HD 5-PIECE CROSSMEMBER BOC IPO STANDARD	P 0
	CLASS 5, 6, 7	
0611330	ZINC COATED ANTI CORROSION TREATED FRME	P 2
	RAILS - REQUIRES FRAME RAIL CODE	
0611790	ALUMINUM FRAME RAIL CROSSMEMBERS	P 0
	EXCLUDES SUSPENSION	
0612230	CUSTOM WHEELBASE OR OVERHANG	P 0
0613095	3-PIECE SUSPENSION CROSSMEMBERS	P 0
0620545	24" BUMPER EXTENSION, W/O ADAPTER	P 90
0644090	EOF SQUARE WITHOUT CROSSMEMBER	P 0
	USE WITH BODY BUILDER INSTALLED XMBR	
0651010	PB REAR MUDFLAPS, PB HANGER STRAIGHT	P 0
	FRONT AXLE AND EQUIPMENT	
1011890	PACCAR FX-20 STEER AXLE 20,000 LBS.	P 137
	4" DROP	
1114030	TAPER LEAF SPRINGS, SHOCKS 20,000 LBS.	P 110
1243050	POWER STEERING SHEPPARD HD94 DUAL GEAR	P 79
1250250	POWER STEERING RESERVOIR, FRAME MOUNTED	P 2
	W/COOLER	
1354840	PHP10 IRON PRESET HUBS	P 0
1380280	BENDIX AIR CAM FRONT DRUM BRAKES 16.5X7	P 11
	16,000-23,000 LB STR OR FRT DRIVE	
1390540	DUST SHIELDS, CAM BRAKES, FRONT AXLE	P 4
1391410	GUSSETED CAM BRACKETS, STEER AXLE	P 0
1392970	HEAVY DUTY CAM BUSHINGS, STEER AXLE	P 0
	REAR AXLE AND EQUIPMENT	
1513210	DANA SPICER S26-190 26,000 LBS.	P 57
1616300	PHP10 IRON PRESET HUBS	P 0
1660000	DUST SHIELDS FOR CAM BRAKES	P 15
	DRIVE AXLE(S)	
1680450	REAR BRAKE CAMSHAFT REINFORCEMENT	P 9
1680490	GUSSETED CAM BRACKETS, DRIVE AXLE(S)	P 2
1680500	SBM VALVE	P 0
1680550	UPSIZE PARKING BRAKES	P 0
1680910	HEAVY DUTY BRAKE DRUMS, DRIVE AXLE(S)	P 20
	USE WITH 16.5X7 BRAKES	
1680950	STABILITY SYSTEM NOT SELECTED	P 0
	OR NOT AVAILABLE	

1682430	ANTI-LOCK BRAKING SYSTEM (ABS) 4S4M	P 0
1684200	SYNTHETIC AXLE LUBRICANT ALL AXLES	P 0
1687010	BENDIX AIR CAM REAR DRUM BRAKES 16.5X7	P 0
1705570	RATIO 5.57 REAR AXLE	P 0
1816100	REYCO 79KB MULTI LEAF 26,000 LBS.	P 71-
1911070	REYCO HELPR SPRINGS 4,500 LBS.	P 62
	USE WITH REYCO 79KB SUSPENSION	
	ENGINE AND ENGINE EQUIPMENT	
2074510	PACCAR PX-9 350@2000 GOV@2200 1050@1200	P 0
	PRODUCTIVITY (2021 EMISSIONS)	
2091130	VMUX ELECTRONICS ARCHITECTURE	P 0
2091310	ENGINE IDLE SHUTDOWN TIMER DISABLED	P 0
2091315	ENABLE EIST AMBIENT TEMP OVERRULE	P 0
2091372	EFF EIST NA EXPIRATION MILES	P 0
2091640	EFFECTIVE VSL SETTING NA	P 0
2092016	TYPICAL OPERATING SPEED 62 MPH	P 0
2092033	POWERTRAIN OPTIMIZED FOR BALANCE	P 0
2140200	CARB ENGINE IDLING COMPLIANCE	P 0
2140450	REMOTE PTO/THROTTLE, 12-PIN, ENG BAY	P 0
	REMOTE CONTROL PROVISION	
2140670	EPA EMISSION WARRANTY	P 0
N2132	C399 120...STANDARD MAXIMUM SPEED LIMIT	
N2133	C402 0.....EXPIRATION DISTANCE (N207)	
N2134	C209 120...HARD MAXIMUM SPEED LIMIT (P1	
N2135	C121 68....MAXIMUM ACCELERATOR PEDAL VE	
N2137	C128 68....MAXIMUM CRUISE SPEED (P059)	
N2140	C400 252...RESERVE SPEED FUNCTION RESET	
N2141	C334 0.....MAXIMUM CYCLE DISTANCE (N202	
N2142	C401 10....MAXIMUM ACTIVE DISTANCE (N20	
N2143	C333 0.....RESERVE SPEED LIMIT OFFSET (	
N2144	C234 YES...ENGINE PROTECTION SHUTDOWN (	
N2145	C231 NO....GEAR DOWN PROTECTION (P026)	
N2146	C132 1400..MAX PTO SPEED (P046)	
N2147	C239 NO....CRUISE CONTROL AUTO RESUME (	
N2148	C238 NO....AUTO ENGINE BRAKE IN CRUISE	
N2150	C395 0.....EXPIRATION DISTANCE (N209)	
N2151	C225 NO....ENABLE IDLE SHUTDOWN PARK BR	
N2152	C133 5.....TIMER SETTING (P030)	
N2153	C396 YES...ENABLE IMPENDING SHUTDOWN WA	
N2154	C397 60....TIMER FOR IMPENDING SHUTDOWN	
N2155	C206 35....ENGINE LOAD THRESHOLD (P516)	
N2157	C233 NO....IDLE SHUTDOWN MANUAL OVERRUL	
N2159	C382 YES...ENABLE HOT AMBIENT AUTOMATIC	
N2161	C188 39....LOW AMBIENT TEMPERATURE THRE	
N2162	C189 60....INTERMEDIATE AMBIENT TEMPERA	
N2163	C190 80....HIGH AMBIENT TEMPERATURE THR	
2513060	PACCAR 160 AMP ALTERNATOR, BRUSHED	P 0
2521090	IMMERSION TYPE BLOCK HEATER 110-120V	P 2
	SEE SALES TOOL DESC FOR PLUG LOCATION	
2522110	PACCAR 12V STARTER	P 0
	N/A PACCAR MX ENGINES	
2538030	2 PACCAR PREMIUM 12V STARTING	P 0
	BATTERIES, 2000 CCA	
2539720	LOW VOLTAGE DISCONNECT SYSTEM	P 0
2621130	VARIABLE SPEED BELT DRIVEN FAN CLUTCH	P 0
	PX7/PX9/L9N	
2723210	18.7 CFM AIR COMPRESSOR	P 0
	N/A X15	
2812210	VGT EXHAUST BRAKE	P 0
2921110	PACCAR FUEL/WATER SEPARATOR STANDARD	P 0
	SERVICE INTERVAL	
2921210	NO FLUID HEAT OPTION FOR FUEL FILTER	P 0
2921310	NO ELECTRIC HEAT OPTION FOR FUEL FILTER	P 0
3114270	HIGH EFFICIENCY COOLING SYSTEM	P 0
3211140	(1) AIR CLEANER ENGINE MOUNTED	P 0
3281290	INSIDE/OUTSIDE AIR INTAKE	P 2
	CAB MOUNTED CONTROLS	

3365270	EXHAUST SINGLE RH SIDE OF CAB	P 29
	DPF/SCR RH UNDER CAB	
3381770	CURVED TIP STANDPIPE(S)	P 0
3387870	24" HT, 5" DIA STANDPIPE(S)	P 0
	CHROME WITH CLEAR COAT	
	TRANSMISSION AND CLUTCH	
4052920	ALLISON 3000 RDS-P TRANSMISSION, GEN 6	P 459
	RUGGED DUTY SERIES	
4210080	1710 HD DRIVELINE, 1 MIDSHIP BEARING	P 0
4233910	(1) DASH MTD SINGLE ACTING EOH PTO CTRL	P 0
	ELECTRIC OVER HYDRAULIC	
4240020	AUTOMATIC TRANSMISSION OIL COOLER	P 13
	VOCATIONAL HOOD ONLY	
4252890	ALLISON FUELSENSE 2.0 NOT DESIRED	P 0
4252940	ALLISON NEUTRAL AT STOP	P 0
4256640	ALLISON 6-SPEED CONFIGURATION	P 0
	3000 SERIES TRANS, CLOSE RATIO GEARS	
4256920	DASH MOUNTED PUSH BUTTON SHIFTER	P 2
4257110	LH MOUNTED TRANS PTO PROVISIONS	P 0
4257120	RH MOUNTED TRANS PTO PROVISIONS	P 0
	AIR AND TRAILER EQUIPMENT	
4510210	BENDIX AD-HF EP AIR DRYER, HEATER	P 2-
	COALESCING FILTER, EXTENDED PURGE	
4519130	MOUNT AIR DRYER INSIDE RAIL LH	P 0
4520420	PULL CORDS ALL AIR TANKS	P 0
4540420	NYLON CHASSIS HOSE	P 0
4543340	ALUMINUM PAINTED AIR TANKS	P 44-
4610920	SELF RETURNING BRAKE HAND VALVE	P 0
	DASH MOUNTED CONTROLS	
4611930	BODY CONNECTIONS 5' BOC	P 4
4612780	AE CONNECTION EOF, 7-WAY SOCKET	P 7
	4' ADDL LINES, COILED & STRAPPED TO	
4615250	FITTING FOR F/O AIR PORT	P 0
	MOUNTED OUTBOARD OF DRIVER SEAT	
	TIRES AND WHEELS	
5032320	FF: GY 20 PLY 315/80R22.5 G289 WHA	P 75
	PART: GY315/80R225LG289WH FET: 126	
5133170	RR: GY 16 PLY 12R22.5 G751 MSA	P 146
	PART: GY138127576 FET: 148	
5190004	CODE-REAR TIRE QTY 04.	
5210550	FF: ACC STL ARMOR 29039PK 22.5X9.00	P 79
5311020	RR: ACC STL ARMOR 51455PK 22.5X8.25	P 0
	PHP10-5 HAND HOLES	
5390004	CODE-REAR RIM QTY 04.	
	FUEL TANKS	
5584040	D-SHAPED ALUM 50 GAL FUEL TANK LH U/C	P 11-
	NON-SLIP STEP LH U/C	
	5602050	
5652900	DEF TANK MOUNTED LH U/C	P 0
	USE IN ADDITION TO DEF TANK OPTION	
5652990	DEF TO FUEL RATIO 2:1 OR GREATER	P 0
5655019	DEF TANK SMALL, HD 14GAL 2.1M MD 5.5GAL	P 0
	BATTERY BOX AND BUMPER	
6010780	ALUMINUM SPACE SAVER BATTERY BOX RH BOC	P 84-
	BATTERY ACCESS FROM SIDE	
6030150	RUBBER BATTERY PAD IN BOTTOM	P 4
	(1) BATTERY BOX	
6040550	AFTERTREATMENT RH U/C ALUM NON-SLIP	P 0
	CAB ENTRY STEP	
6112840	STEEL BUMPER TAPERED CHROMED	P 115
	2 TOW POINTS	
	CAB AND EQUIPMENT	
6510170	109" FEPTO HOOD W/STATIONARY GRILLE,	U 15
	3PC METTON	
6540160	THERMAL INSULATION PACKAGE IN CAB	P 2
6800180	HOOD CROWN - BRIGHT FINISH	P 0
	IPO MOLDED GRAY	

6800340	FENDER LIPS 4" EXTRA WIDE	P 9
6917320	SEATS INC DRIVER SEAT	P 0
6927320	SEATS INC PASSENGER SEAT	P 0
6930500	DRIVERS ARMREST - RH ONLY	P 2
6930590	PASSENGER ARMREST - LH ONLY	P 2
6930800	BLACK SEAT COLOR IPO STD COLOR	P 0
6931120	SEAT BELT COLOR ORANGE IPO STANDARD BLACK	P 0
6939110	TOOLBOX UNDER PASSENGER SEAT NON-SUSPENSION SEAT	P 0
6939400	AIR RIDE DRIVER	P 0
6939420	HIGH BACK DRIVER	P 0
6939470	VINYL DRIVER	P 0
6939510	NON-AIR RIDE PASSENGER	P 0
6939530	MID BACK PASSENGER	P 0
6939570	VINYL PASSENGER	P 0
7000065	METAL INTERIOR DOOR PANEL KICK PLATES	P 2
7001520	ADJUSTABLE STEERING COLUMN TILT/TELESCOPE	P 0
7001620	STEERING WHEEL WITH PETERBILT LOGO	P 0
7036130	PROBILT INTERIOR GRAY/BLACK-CURVED ROOF	P 0
7110680	EXTERIOR CAB ENTRY GRABHANDLE TEXTURED; NFPA COMPLIANT	P 0
7210420	DARK WINDOW TINT IPO STD - DAY CAB	P 0
7210540	DAY CAB REAR WINDOW	P 0
7210550	1-PIECE GLASS REAR CAB WINDOW FIXED	P 0
7230060	ONE-PIECE CURVED WINDSHIELD	P 0
7230360	POWER DOOR LOCKS AND POWER WINDOW LIFTS STANDARD	P 0
7322010	COMBO FRESH AIR HEATER/AIR CONDITIONER	P 0
7410040	OUTSIDE SUNVISOR - STAINLESS STEEL N/A W/ 2.1M HR SLEEPER	P 4
7510070	AERO REAR VIEW MIRROR HOUSING MOLDED BLACK	P 0
7514010	PETERBILT AERO REAR VIEW MIRROR MOTORIZED & HEATED W/INTEGRATED CONVEX	P 2
7514050	LOOK DOWN MIRROR OVER PASSENGER DOOR WITH BLACK HOUSING	P 0
7610040	(1) AIR HORN ROUND, 26" LENGTH ROOF MTD, ROUND HORN SHIELD	P 4
7722120	CONCERTCLASS, AM/FM,WB, 3.5 AUX	P 11
7725710	STANDARD SPEAKER PACKAGE FOR CAB (2) SPEAKERS	P 4
7728040	BLUETOOTH PHONE & AUDIO REQUIRES USB PORT	P 0
7728050	USB PORT	P 0
7743030	CB ANTENNA MOUNTING, DUAL LH/RH MIRROR	P 2
7748145	CB TERMINALS/WIRING MTD UNDER HEADER WITH MOUNTING BRACKET	P 2
7851480	PB ELEC WINDSHIELD WIPERS W/INTERMITTENT FEATURE	P 0
7852020	CAB AIR SUSPENSION	P 15
7852050	AUTO RESET CIRCUIT PROTECTION DAYCAB AND SLEEPER	P 0
7900090	TRIANGLE REFLECTOR KIT SHIP LOOSE	P 13
7900320	FIRE EXTINGUISHER, MTD INBOARD DRIVER SEAT	P 9
7900520	HEADLAMPS TO TURN ON WHEN WIPERS ON	P 0
7901130	BACKUP ALARM (107 DB)	P 2
8011850	TRANSMISSION OIL TEMPERATURE (MAIN) LOCATED IN DIGITAL CLUSTER DISPLAY	P 0
8021380	AIR RESTRICTION INDICATOR MTD ON AIR CLEANER, INTAKE PIPING, OR FIREWALL	P 0
8022160	FUEL FILTER RESTRICTION GAUGE 52MM ROUND, BACKLIT	P 0
8070100	(4) ADDITIONAL DASH SWITCHES, WIRING	P 0

	BEHIND DASH	
8070390	ENGINE HOURMETER GAUGE LOCATED IN DIGITAL CLUSTER DISPLAY	P 0
8070450	ENGINE PTO HOURMETER GAUGE LOCATED IN DIGITAL CLUSTER DISPLAY	P 0
8070810	ENGINE MANIFOLD PRESSURE (TURBO BOOST) LOCATED IN DIGITAL CLUSTER DISPLAY	P 0
8070860	MAIN INSTRUMENTATION PANEL DIGITAL CLUSTER 7" DISPLAY	P 0
8071900	MANIFOLD PRESSURE GAUGE 52MM ROUND, BACKLIT	P 2
8111110	HEADLIGHTS COMPOSITE FENDER MOUNTED INTEGRAL DRL/PARK, TURN, & SIDE MARKER	P 0
8120980	(5) MARKER LIGHTS, AERO LED	P 0
8133470	SWITCH & WIRING FOR F/O BEACON/STROBE 10' WIRE BOC/BOS AT REAR SILL	P 2
8133960	DAYTIME RUNNING LIGHTS REQUIRED ON ALL CANADIAN VEHICLES	U 0
8134160	SELF-CANCELING TURN SIGNAL	P 0
8134180	DAYTIME RUNNING LIGHTS, MTD IN BUMPER DRIVEN BY CHASSIS HEIGHT	P 0
8140080	LED STOP/TURN/TAILOUT/BACKUP BRACKET MOUNTED LH/RH EOF	P 0
8140850	MOVEABLE EOF XMBR FOR MTG TAILLIGHTS WITH OR WITHOUT EOF XMBR & SQUARE EOF	P 0
8151170	(2) LOAD LIGHTS, INCANDESCENT FLUSH MOUNTED LOW INBOARD, BOC/BOS PAINT	P 4
8530770	(1) COLOR AXALTA TWO STAGE PAINT CAB/HOOD	P 0
N8502	A - L0252EY COKE RED	
N8520	FRAME L0001EA BLACK	
N8530	FENDER L0252EY COKE RED	
N8540	HOOD TOP L0252EY COKE RED	
N8550	CAB ROOF L0252EY COKE RED	
8999980	SHIPPING ADDRESS CHANGE MISCELLANEOUS	P 0
9400094	PACCAR PX-9 STANDARD COVERAGE 2 YRS/250,000 MI (402,336 KM)/6,250 HRS	P 0
9400096	PETERBILT SEVERE SERVICE COVERAGE 1 YEAR/50,000 MILES (80,000 KM)	P 0
9408703	BASE WARR: EMISSIONS 5YR/100K MI-EPA ENGINE	P 0
9409046	109" STATIONARY GRILLE HOOD (MODEL 548)	P 0
9409085	STATE REGISTRY: OHIO	P 0
9409843	PETERBILT SOURCEWELL PROGRAM CODE	P 0
N9994	EMAIL: GZERR@NORTHERNOHIOPETERBILT.COM	
N9995	CELL PHONE:	
N9996	SALESPERSON ID: GLENN ZERR	
N9997	DEALER CONTACT	
N9998	NAME: GLENN ZERR PH:216-571-1850	

UNIT TYPE: 2

PRICE EFFECTIVE DATE: 01/01/22

** WEIGHT SHOWN HERE IS AN ENGINEERING ESTIMATE AND DOES NOT INCLUDE UNPUBLISHED OPTION OR FRAME RAIL WEIGHTS.
ACTUAL 'SHIPPING' WEIGHT MAY VARY.

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER
TO PURCHASE A NEW 8-TON TRUCK CAB AND CHASSIS FROM
NORTHERN OHIO PETERBILT OF CLEVELAND FOR THE SERVICE
DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$124,000.00.

WHEREAS: The City of Brunswick is a member of the Sourcewell joint purchasing program
as authorized by this Council and Ohio Revised Code Section 9.48; and

WHEREAS: The proposed purchase of a new 8-ton Truck Cab and Chassis for the Service
Department is through the Sourcewell joint purchasing program.

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

SECTION 1: That the City Manager is hereby authorized to purchase a new 8-ton Truck Cab
and Chassis for the Service Department from Henderson Products through the
Sourcewell joint purchasing program in an amount not to exceed \$124,000.00.

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

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura

PROPOSED LEGISLATION



DATE: 2/27/2023

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 15-2023** - A resolution authorizing the City Manager to enter into a three (3) year agreement with two (2) separate and one (1) year renewal options with Maintenance Systems of Northern Ohio, the lowest and best bidder, for the provision of street sweeping services. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

BACKGROUND: Bids were opened on February 21, 2023 with two bidders. Maintenance Systems of Northern Ohio is the lowest and best bid of the two received. The second bidder did not enclose costs in their bid. Enclosed is a copy of the bid tabulations.

PURPOSE AND EXPLANATION: The sweeping of city streets in the spring and early fall removes a large volume of dirt and debris from the roadways. If left would make its way into the storm water system and eventually into the creeks and streams and possibly clog the storm water system, resulting in flooding. The removal of this material before it reaches the waterways is part of our city-wide storm water permit.

IMPLEMENTATION SCHEDULE: The first sweeping under this contract will be spring of 2023.

FINANCIAL INFORMATION: Maintenance System of Northern Ohio - - \$288,690.00 - 117-0420-54262 and 224-0420-54262 - - \$0.00

FINANCIAL SUMMARY: Two city-wide sweepings at a total cost over 3 years of \$166,382 and a total cost over 2 option years of \$122,308.00. Cost to be split 50/50 between accounts 117-0420-54262 and 224-0420-54262. The 3rd sweeping option and the hourly rate for special sweeping costs are not included in this request. All funding is subject to annual appropriations by the City Council and will be charged an equal 50% each. Subject to sufficient Council appropriations and a properly certified purchase order pursuant to ORC 5705.41D, both accounts will equally be charged the following amounts ; 2023 \$26,650.00, 2024

\$27,716.00, 2025 \$28,825.00, 2026 \$29,977.50 and 2027 \$31,176.50.

**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:**

Street Sweeping Bid Tabulation

Bid Opening February 21, 2023 at Noon

	2022 Cost	2023 Bidder: His Way Investments, LLC, Maintenance System of Northern Ohio						
	Reilly Sweeping Inc.	2023	2024	2025	Total Base Contract	Option Year 2026	Option Year 2027	Budgeted 2023
1st Sweep	\$35,285.00	\$35,178.00	\$36,585.00	\$38,049.00	\$109,812.00	\$39,570.00	\$41,153.00	
2nd Sweep	\$18,020.00	\$18,122.00	\$18,847.00	\$19,601.00	\$56,570.00	\$20,385.00	\$21,200.00	
Total	\$53,305.00	\$53,300.00	\$55,432.00	\$57,650.00	\$166,382.00	\$59,955.00	\$62,353.00	\$58,000.00
		Alternate Bid						
3rd Sweep Alternate	\$18,020.00	\$18,122.00	\$18,847.00	\$19,601.00	\$56,570.00	\$20,385.00	\$21,200.00	
Special Sweeping Bid \$400 per hours.								

SCA of Ohio, LLC provided a bid without pricing.

Note: 3rd Sweep Alternate bid is in case severe storms or other unforeseen issue causes the need for additional city wide sweeping. Special Sweeping Bid is incase there is a localized issue that needs to be addressed as an emergency. Neither of these are currently budged for.

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH TWO (2) SEPARATE ONE (1) YEAR RENEWAL OPTIONS WITH MAINTENANCE SYSTEMS OF NORTHERN OHIO, THE LOWEST AND BEST BIDDER, FOR THE PROVISION OF STREET SWEEPING SERVICES.

WHEREAS: The City of Brunswick received two (2) bids for the provision of street sweeping services in accordance with public bidding requirements; and

WHEREAS: The two (2) received public bids were opened on February 21, 2023, with Maintenance Systems of Northern Ohio determined to be the lowest and best bidder.

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

SECTION 1: That the City Manager, with the approval of the Law Director, is hereby authorized and directed to enter into a three (3) year Agreement with two (2) separate one (1) year renewal options with Maintenance Systems of Northern Ohio for the provision of street sweeping services in the annual amounts not to exceed submitted bid prices.

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 E. Timura

PROPOSED LEGISLATION



DATE: 2/27/2023

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 16-2023** - A resolution authorizing the City Manager to enter into a three (3) year agreement with Unifirst Corporation for the rental and maintenance of uniforms, walk-off mats and shop towels pursuant to submitted bid prices.- **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

BACKGROUND: Bids were advertised and opened on February 21, 2023. There were two bidders, with Unifirst Corporation being the lowest and best bid meeting the specifications. The low bidder was Cintas Corporation but they modified the liability language in the bid documents and are therefore considered non-responsive. They were questioned after the bid about the changes and acknowledged that they were only bidding if the revised language was incorporated into the bid. The existing contract expires April 30, 2023. The Divisions of Streets, Parks and Building will be using this contract for uniform rental and all divisions of the city have been using this same existing agreement for walk-off mats and shop towels.

PURPOSE AND EXPLANATION: This contract will be used by all divisions of the city for walk-off mats and shop towels. The divisions of Streets, Parks and Building will use this contract for uniform rental.

IMPLEMENTATION SCHEDULE: This contract will begin on May 1, 2023

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Bid cost for each listed item are included in the bid. Final costs will ultimately depend upon the number of items/services(uniforms, mats, etc.) used/received. Each individual department will be responsible in completing a purchase order for their individual needs. Submitted purchase orders will be subject to sufficient Council appropriations by department, approval by the City Manager and certification of the Finance Director pursuant to ORC Section 5705.41D.

**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:**

UNIFORM RENTAL
 5/1/23 through 4/30/26

Revised 3-25-2020

Bidder	Service							Building Inspection			Parts			BASE BID	Miscellaneous Items						
	11 Emp 5 chg/wk 11 shirts & long pants	Additional Fee For Cargo Pants Substitution	11 Emp. 5 chg/wk Cargo shorts 22 weeks	Year Total Drivers	2 Emp 5 chg/wk 11 shirts & pants	Year Total Mechanics	Per Year Total Service w/ Misc. Fees	5 Emp Exec Wear 11 shirts & long pants	Total Building w/ Misc. Fees	1 Emp 5 chg/wk 11 shirts & long pants	1 Emp 5 chg/wk Cargo shorts 22 weeks	Total Parts w/ Misc. Fees	Annual Total Base Bid	Replace Coat per Shirt	Replace Coat per Pants	Set-up Fee 1xChg	Weekly Service Charge	Emp Name Per Emblem	Cost per Add'l City Furnished Emblem	Per City Emblem	New Emp Added to Service per garment
Cintas Corporation 2020 BID Modified to Match # Units	\$3.30	NA	\$1.10	\$2,129.60	\$3.74	\$388.96	\$2,876.06	\$3.85	\$1,138.50	\$3.30	\$1.10	\$223.30	\$4,237.86	\$15.50	\$18.00	\$0.00	\$0.00	\$1.00	\$0.00	\$1.50	\$0.75
Cintas Corporation 8221 Dow Circle East Strongsville, OH 44136	\$2.64	\$0.77	\$1.21	\$2,243.34	\$4.07	\$423.28	\$2,666.62	\$4.18	\$1,088.80	\$2.64	\$1.21	\$163.90	\$3,917.32	\$15.00	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Unitrust Corporation 1450 East Granger Road Brooklyn, Ohio 44131	\$4.18	\$0.00	\$2.75	\$3,056.46	5.28	\$549.12	\$4,474.23	\$3.96	\$1,382.35	\$4.18	\$2.75	\$344.41	\$6,180.99	\$13.70	\$19.25	\$0.00	\$3.50	\$2.50	\$0.75	\$3.55	\$0.00

Bidder	3 x 3 Carpet per week	3 x 5 Carpet per week	4 x 6 Carpet per week	4 x 8 Carpet per week	3 x 10 Carpet per week	Shop Towels per towel	Est. Annual Mat Cost	Est. Shop Towel	Grand Totals Annual
Cintas Corporation 2020 BID Modified to Match # Units	N/A	\$1.25	\$1.75	\$2.75	\$2.25	\$0.07	\$4,810.00	\$900.00	\$9,947.86
Cintas Corporation 8221 Dow Circle East Strongsville, OH 44136	N/A	\$1.50	\$2.00	\$2.00	\$2.50	\$0.06	\$5,460.00	\$ 811.20	\$10,188.52
Unitrust Corporation 1450 East Granger Road Brooklyn, Ohio 44131	\$1.20	\$1.20	\$1.92	\$2.56	\$2.40	\$0.05	\$4,829.76	\$ 676.00	\$11,686.75

NOTE: the number of units for the 2020 BID were changed to be able to compare the 2020 bid to the current bid. The new number of units for both years match what is needed for the current year. Some uniform needs changed from the last bid.

Walk Off Mats and Shop Towels

Cintas Bid 2-21-2023 for 5/1/23 through 4/30/26														
	Costs Per Mat	\$1.50	\$2.00	\$ 2.00	\$2.50									
Account Codes	Division	3x5	4x6	4x8	3x10	Weekly Cost of Mats	Monthly Ave. Cost Mats	Annual Cost Mats	# of Shop Towels/Week at \$0.06 Each	Weekly Cost Shop Towels	Monthly Cost Shop Towels	Annual Cost Shop Towels	Annual Totals Mats and Shop Towels	Total Cost w/Uniforms by Division
117-0420-54224	Service	1	2		4	\$ 15.50	\$ 67.17	\$ 806.00	150	\$ 9.00	\$ 39.00	\$ 468.00	\$1,274.00	\$3,940.62
131-0830-54243	Recreation	4	4		5	\$ 26.50	\$114.83	\$1,378.00		\$ -	\$ -	\$ -	\$1,378.00	\$1,378.00
127-0810-54224	Parks	1				\$ 1.50	\$ 6.50	\$ 78.00	100	\$ 6.00	\$ 26.00	\$ 312.00	\$ 390.00	\$ 553.90
001-0450-54243	Building	10			3	\$ 22.50	\$ 97.50	\$1,170.00	10	\$ 0.60	\$ 2.60	\$ 31.20	\$1,201.20	\$2,288.00
114-0520-54243	Police	6	1			\$ 11.00	\$ 47.67	\$ 572.00		\$ -	\$ -	\$ -	\$ 572.00	
001-0540-55239	Animal Control	2	1			\$ 5.00	\$ 21.67	\$ 260.00		\$ -	\$ -	\$ -	\$ 260.00	
115-0510-54243	Fire	9	1		3	\$ 23.00	\$ 99.67	\$1,196.00		\$ -	\$ -	\$ -	\$1,196.00	
						\$ 105.00	\$455.00	\$5,460.00	260	\$ 15.60	\$ 67.60	\$ 811.20	\$6,271.20	

Unifirst Corp. Bid 2-21-2023 for 5/1/23 through 4/30/26													
	Costs Per Mat	\$ 1.20	\$ 1.92	\$ 2.50	\$ 2.40								
Account Codes	Division	3x5	4x6	4x8	3x10	Weekly Cost of Mats	Monthly Ave. Cost Mats	Annual Cost Mats	# of Shop Towels/Week at \$0.05 Each	Weekly Cost Shop Towels	Monthly Cost Shop Towels	Annual Cost Shop Towels	Annual Totals Mats and Shop Towels
117-0420-54224	Service	1	2		4	\$ 14.64	\$ 63.44	\$ 761.28	150	\$ 7.50	\$ 32.50	\$ 390.00	\$1,151.28
131-0830-54243	Recreation	4	4		5	\$ 24.48	\$106.08	\$1,272.96		\$ -	\$ -	\$ -	\$1,272.96
127-0810-54224	Parks	1				\$ 1.20	\$ 5.20	\$ 62.40	100	\$ 5.00	\$ 21.67	\$ 260.00	\$ 322.40
001-0450-54243	Building	10			3	\$ 19.20	\$ 83.20	\$ 998.40	10	\$ 0.50	\$ 2.17	\$ 26.00	\$1,024.40
114-0520-54243	Police	6	1			\$ 9.12	\$ 39.52	\$ 474.24		\$ -	\$ -	\$ -	\$ 474.24
001-0540-55239	Animal Control	2	1			\$ 4.32	\$ 18.72	\$ 224.64		\$ -	\$ -	\$ -	\$ 224.64
115-0510-54243	Fire	9	1		3	\$ 19.92	\$ 86.32	\$1,035.84		\$ -	\$ -	\$ -	\$1,035.84
						\$ 92.88	\$402.48	\$4,829.76	260	\$ 13.00	\$ 56.33	\$ 676.00	\$5,505.76

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 16-2023

BY: Mr. Smith, Mr. Abella, Mr. Capretta

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH UNIFIRST CORPORATION FOR THE RENTAL AND MAINTENANCE OF UNIFORMS, WALK-OFF MATS AND SHOP TOWELS PURSUANT TO SUBMITTED BID PRICES.

WHEREAS: The City of Brunswick received two (2)s bid in accordance with public bidding requirements; and

WHEREAS: The two (2) received public bid was opened on February 21,2023 with Unifirst Corporation determined to be the lowest and best bidder.

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

SECTION 1: That the City Manager, with the approval of the Law Director, is hereby authorized and directed to enter into a three (3) year Agreement with Unifirst Corporation, the lowest and best bidder, for the rental and maintenance of uniforms, walk-off mats and shop towels pursuant to submitted bid prices, subject to annual appropriations by City Council as required by law.

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 E. Timura