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	Keith Kuczma Ward 4

Administration Representatives

MARCH 27, 2023
REVISED

1. Prayer and Pledge of Allegiance

2. Roll Call of Members

3. Correspondence

4. Approval of Regular Council Meeting Minutes dated March 13, 2023

5. Mayor's Report:
   (a) Proclamation in recognition of Tri-C Day
   (b) Proclamation in recognition of Major Christopher Farrenholz's achievements
   (c) Mayor's recommendation to reappoint Stephen Hill to the Financial Audit, Review & Advisory Committee
   (d) Mayor's recommendation to appoint John Egan and Maria Walling to the Board of Building Code Appeals
   (e) Mayor's Update

6. Clerk of Council's Report

7. Council Committee Reports:
   Economic Development Committee..Mr. Lambert
   Economic Development Committee Minutes dated March 13, 2023
   Services, Utilities, Technology & Cable Committee...............................Mr. Smith
   Finance Committee...Mr. Hanek
   Finance Committee Minutes dated March 13, 2023
   Safety & Environment Committee..Mr. Kuczma
   Planning & Zoning Committee..Mr. Delsanter
   Parks, Recreation & Community Committee...Mrs. Piper
   Building & Building Code Committee...Mr. Abella

Building & Building Code Committee Minutes dated March 13, 2023

8. Other Committees, Boards and Commissions

   (a) Committee-of-the-Whole Minutes dated March 13, 2023

9. Petitions from the Public on Legislation

10. Reading of Legislation and Action on Legislation:

a. 3rd Reading(s)

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. - **3rd Reading** (Committee-of-the-Whole, *Administration/ Ken Fisher*)

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. - **3rd Reading** (Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett)*

b. 2nd Reading(s)

RES. NO. 17-2023 - A resolution authorizing the City Manager to enter into a service agreement with Flock Safety for the provision of ten (10) safety cameras in the City in an amount not to exceed $25,000.00. - **2nd Reading** (Committee of the Whole, *Administration/Brian Ohlin*)

c. 1st Reading(s)

ORD. NO. 22-2023 - An emergency ordinance adopting the recommendation of the Brunswick Community Reinvestment Area Housing Council to continue all active agreements in 2023 and accepting the 2022 CRA Status Report. **- 1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Grant Aungst*)

ORD. NO. 23-2023 - An emergency ordinance to approve the editing and inclusion of certain ordinances as components of the Codified Ordinances; to provide for the adoption of new legislation in the updated revised Codified Ordinances; and to repeal ordinances in conflict therewith. - **1st Readin**g - (To be brought from Committee-of-the-Whole, *Administration/Laura Timura*)

RES. NO. 24-2023 - An emergency resolution authorizing the City Manager to enter into a three (3) year agreement with Always Green Landscaping, LLC to provide grass/weed mowing, debris clean-up services and branch trimming in an annual amount not to exceed $47,700.00 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

    (a) A new liquor permit request from Market 42 Spirits LLC, at 2099 Pearl Road, Brunswick, OH 44212

    (b) A new liquor permit request from Sky Market Inc., at 15 Pearl Road, Brunswick, OH 44212

15. Adjournment

ECONOMIC DEVELOPMENT COMMITTEE

March 13, 2023

IN ATTENDANCE: Chairman Brandon Lambert, Committee Member Joseph Delsanter, Committee Member Nicholas Hanek, Keith Kuczma, Michael Abella Jr., Tim Smith, Kristy Piper, City Manager/Safety Director Carl DeForest, Law Director Kenneth Fisher, Finance Director Todd Fischer, Economic Development Director Grant Aungst, Service Director Paul Barnett, Clerk of Council Laura Timura, News Media.

The meeting convened at 5:30 p.m.

DISCUSSION ITEMS:

(a) A Wayfinder Program

Mr. Lambert explained that the program is regarding putting signs up at entry points around the City that direct residents and nonresidents to different landmarks, large businesses, roads, and parks. The signs will say "Welcome to Brunswick."

Mr. Aungst responded that the program can be very complex at times. The Ohio Revised Code limits signage on purpose because of its complexity as well as safety factors. He added that he is not sure whether the City should have signs for specific businesses because it makes it seem like the City is "picking winners."

Mr. Aungst reasoned that there is room to look at major entry points as possible signage locations. There is a sign at the Ohio Department of Transportation entrance off of I-71 that could be enhanced. Route 303, Pearl Road, and W. 130^{th} Street are the primary points of entry. Things could certainly be done in those areas.

Mr. Lambert concurred that those entry points were his main concern.

Mr. Hanek said that it would be a good idea to look at those entry points and think more about how to become a welcoming community.

Mr. Aungst suggested partnering with the Chamber of Commerce or others who have thoughts and resources.

Mr. Delsanter commented that he would like to get Ohio Department of Transportation's cooperation with this program and put a "Welcome" sign on the I-71 bridge over Route 303 since that is the commercial entry point of the City.

Mr. Smith asked if cleaning up the four corners of the interchange on Route 303 has ever been discussed. He mentioned that there was an attempt a while ago, but it was not seen through.

GENERAL DISCUSSION:

Mr. Aungst started by saying that changes are coming to the economy and that there will be challenges ahead. He continued that the best approach to these changes will be to remain steady, consistent, and straightforward for the City.

Mr. Aungst disclosed that the City's housing stock is still moving, pre-existing homes are selling, new homes are under contract and selling, and plans for additional new homes are on the horizon. Residential areas are keys to stability in the City, and it continues to be a wanted asset to the community. Commercial lending and building are moving forward, but slowly. Projects that have been planned are moving forward, but at a more cautious pace. Restaurants and industrial projects are also still moving forward. Money is getting expensive which is becoming increasingly aware to those in real estate markets.

Mr. Aungst continued that Market 42 and the Market Highlands Project is moving forward, and there are additional new projects in the pipeline. There will be changes to the general business landscape in the City. Some of these changes are reflective in the management of these business, but some businesses close due to poor management, selling, or retirement. There are many factors in running, operating, and moving a business forward. The overall climate in Brunswick's business community is one of stable growth and long-term plans. Businesses within the City continue to see solid demand. Industrial parks are still looking to hire but are having difficulty in finding entry-level workers, and this issue will affect the City and country for years to come. Manufacturing and small commercial businesses remain the key to the community. Mr. Aungst noted that the City needs to focus on manufacturing and solid commercial applications in the right districts. These are the firms that partner with the community and help the City grow organically in the region and beyond.

Mr. Delsanter asked Mr. Aungst if there were any updates about Mission Barbeque.

Mr. Aungst answered that Mission Barbeque intends on breaking ground in April and would like to open this year. It will be in the same building as First Watch. One of the biggest holdups to the restaurant was Cleveland Water and supplies, but they are moving forward.

Mr. Delsanter asked if there were any answers with the concrete supply.

Mr. Aungst said that he does not have any more information than beyond what was discussed. He added that there are large projects going on in Ohio and there are going to be a lot more because Ohio is becoming the center for electric vehicle development in the battery markets. There will be a lot of construction projects going on, and that requires a lot of materials.

Mr. Kuczma asked where Mission Barbeque is.

Mr. Aungst answered that it will be by Giant Eagle in the Brunswick Towne Center. It will be two restaurants: First Watch and Mission Barbeque.

Mr. Lambert divulged that China's production is going down tremendously from year to year, and he asked Mr. Aungst when that will affect Brunswick.

Mr. Aungst answered that it will end up affecting everyone eventually. He continued that China is behind in that they have had a lot of COVID issues and employment issues.

ADJOURNMENT:

Being no further business, Mr. Delsanter moved to adjourn at 5:40 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

Brandon Lambert
Chairman

FINANCE COMMITTEE

March 13, 2023

IN ATTENDANCE: Chairman Nicholas Hanek, Committee Member Michael Abella Jr., Committee Member Joseph Delsanter, Tim Smith, Brandon Lambert, Keith Kuczma, Kristy Piper, City Manager/Safety Director Carl DeForest, Law Director Kenneth Fisher, Finance Director Todd Fischer, Economic Development Director Grant Aungst, Service Director Paul Barnett, Fire Chief Greg Glauner, Parks & Recreation Director Taylor Petkovsek, City Engineer Matt Jones, Police Chief Brian Ohlin, Police Lieutenant Bob Safran, Clerk of Council Laura Timura, News Media

The meeting convened at 5:52 p.m.

DISCUSSION ITEMS:

(a) ORD. NO. 19-2023 – An emergency ordinance amending ordinances #103-2022 and #9-2023 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*)

Mr. Fischer revealed that the legislation is to amend the budget. He added that the City received grant awards and that there is some activity going on in the Police Department. He continued that $20,400 related to a forfeited vehicle that the City sold. $20,400 is due back to the State of Ohio, but the City gets to keep about $6,800; both are included in the budget. $16,000 is budgeted for advances associated with temporarily funding some new grants. $15,000 is for a local contribution to Medina County to add GPS capabilities for underwater investigative robot equipment that can be used throughout the county. An additional $15,000 is for tree removal services: $10,000 is for parks and $5,000 for the general City. $8,000 is for BolaWrap Pilot Program for the Division of Police which was awarded by the Department of Justice.

Mr. Fischer concluded that the Finance Department is looking for an emergency with suspension of the rules. The Division of Police is looking to purchase something for a grant.

Mr. Smith asked what BolaWrap is.

Chief Ohlin answered that it is a less lethal device for interacting with noncompliant people. It is similar to a taser in that a projectile comes out of the device with a charge and a Kevlar cord wraps around an individual to stop them from fighting or fleeing.

(b) ORD. NO. 20-2023 – An emergency ordinance to advance funds. - **1st Reading** (To be brought from Finance Committee, *Administration/Todd Fischer*)

Mr. Delsanter moved ORD. NO. 19-2023 and ORD. NO. 20-2023 to tonight's Council Agenda of March 13, 2023, as an emergency with suspension of the rules. Mr. Fischer explained that two of the advances are to fund grants that are being received. Another advance is to pay back a grant regarding video cameras for the Division of Police that has just been completed, and pay back the general fund. Advances, by the state law, is a temporary loan from one fund to another. Once the grant is completed, the loan is paid back. Vote – 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Fischer commented that there was a shock to the system with the bank foreclosure and failure. Bank rates and stocks were all over the place, so he advised to keep an eye out for updates on that. The cause of this was some banks going to sell investments to cover some costs and then putting up a bond sale which started the failure.

Mr. Delsanter asked if the bond position in this City is standing firm because the Finance Department does not see a favorable market in the near future.

Mr. Fischer answered that the financial position of the City is strong.

ADJOURNMENT:

Being no further business, Mr. Abella moved to adjourn at 5:59 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

Nicholas Hanek
Chairman

BUILDING & BUILDING CODE COMMITTEE

March 13, 2023

IN ATTENDANCE: Chairman Michael Abella Jr., Committee Member Nicholas Hanek, Committee Member Tim Smith, Brandon Lambert, Joseph Delsanter, Keith Kuczma, Kristy Piper, City Manager/Safety Director Carl DeForest, Law Director Kenneth Fisher, Finance Director Todd Fischer, Economic Development Director Grant Aungst, Service Director Paul Barnett, Fire Chief Greg Glauner, Parks & Recreation Director Taylor Petkovsek, City Engineer Matt Jones, Police Chief Brian Ohlin, Police Lieutenant Bob Safran, Clerk of Council Laura Timura, News Media

The meeting convened at 5:40 p.m.

DISCUSSION ITEMS:

(a) Building Report

Mr. Aungst said that the City has issued 191 residential permits, 5 new homes, 45 commercial permits, 6 industrial alterations, and 268 contract registrations. He continued that the City is going through the process of updating the building software. The current software, Franklin, is no longer being supported, so the City is switching to City Force.

Mr. Aungst remarked that Cliff Calaway is retiring on May 2nd. Mr. Calaway has been with the City for 33 years. He assured that they are working on filling the position, but the market has been very challenging recently.

(b) Columbia Gas

Mr. Aungst informed that Columbia Gas approached the City about putting a POD in Hinkley and in Brunswick on W. 130th Street. The land is not very big; it is L-shaped and about 1.5 acres. The property is tighter than what they had planned. The Law Department ruled that every item on that property is a large structure or pipe. The gas gets pushed through the pipes and filtered so that it can go out to homes. Columbia Gas wanted to put the POD there because Ohio Gas is next door, but there also is an ability to put it in Hinkley which is what they decided to do.

Mr. Aungst divulged that after going to the Planning Commission, the discussion was tabled because Columbia Gas was not ready and was not able to answer safety questions. They did not have answers about the off-gassing that is required of its facility nor were they able to confirm about the noise that runs 24/7.

Mr. Aungst disclosed that Columbia Gas wanted a ten to twelve-foot barbed wire fence around the site, which is not very pleasant-looking. Columbia Gas also went to the Board of Zoning Appeals because they had an immense number of variances that they were requesting on all of there structures which are right next to residential homes. The Board of Zoning Appeals denied their request.

Mr. Abella explained that there is a chance that Brunswick and Hinkley residents would lack gas supply if the Hinkley property does not go through. He added that his concern is getting undisrupted gas supply to Ward 1 residents. He believed that the Administration should still be involved because there is a possibility that Brunswick residents will be receiving disrupted gas which is a necessity.

Mr. Aungst responded that the natural gas would only be disrupted if the temperature is less than ten degrees for an extended period of time. He continued that Columbia Gas understood the rules from a long time ago and did not want to follow them. Columbia Gas came to the department with a very bad plan and could not meet the standards of the City or the Code.

Mr. Smith asked if Mr. Aungst could define POD. Mr. Aungst responded that it stands for "point of delivery."

Mr. Delsanter asked if the option in Hinkley is likely to happen.

Mr. Aungst said that the Hinkley location is a well thought out place. The site that is currently being used has a very small POD, and that is leaving Columbia Gas's care because they lost the lease to the gas line. This is not an emergency because of Brunswick; it is because Columbia Gas was not doing what it was supposed to do. The Service Department and Law Department worked closely to permit Columbia Gas to do construction on W. 130th Street, which will be occurring in the summer.

Mr. Abella asked whether the construction would be happening regardless of whether or not Columbia Gas gets the POD station in Brunswick. Mr. Aungst said that it would be because they can hook the pipes around Hinkley and be set.

Mr. Barnett explained that the W. 130th construction would start at Boston Road.

Mr. Jones added that the construction would end at Marland Drive.

Mr. Barnett continued that, in order for Columbia Gas to have a permit, they have to provide ability to give gas to those customers. Otherwise, the permit will be revoked and Columbia Gas will have to pay for compressed natural gas themselves.

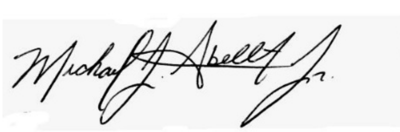
GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

Being no further business, Mr. Hanek moved to adjourn at 5:52 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,



Michael Abella Jr.
Chairman

COMMITTEE OF THE WHOLE

March, 13, 2023

IN ATTENDANCE: Vice Mayor Nicholas Hanek, Joseph Delsanter, Keith Kuczma, Michael Abella Jr., Tim Smith, Kristy Piper, Brandon Lambert, City Manager/Safety Director Carl DeForest, Law Director Kenneth Fisher, Finance Director Todd Fischer, Economic Development Director Grant Aungst, Service Director Paul Barnett, Parks & Recreation Director Taylor Petkovsek, City Engineer Matt Jones, Fire Chief Greg Glauner, Police Chief Brian Ohlin, Police Lieutenant Bob Safran, Medina County Commissioner Aaron Harrison, Cathy's House Executive Director Jon Robinson, Clerk of Council Laura Timura, News Media.

The meeting convened at 5:59 p.m.

DISCUSSION ITEMS:

(a) EMA Executive Committee

Mr. Hanek discussed that the Medina County Emergency Management Agency would develop agreements with the participating jurisdictions that allow for a governing body and the operations of the Medina County Emergency Management Agency, proposing two seats for the commissioners and one commissioner-approved seat. Commissioner Hambley says this is how it was in 1990, so it should continue. Mr. Hanek's position and the Ohio Revised Code position is a modern position suggested in 2002, which Medina County Emergency Management Agency passed. Mr. Hanek is happy to hear about another position.

Commissioner Harrison said that he is in the process of amending the policy. An executive committee exists to implement the day-to-day of the Medina County Emergency Management Agency. He continued that the creation of the committee and the agreement happened by statute. The last time the agreement passed was in 1990. The language of that agreement discloses that the commissioners' seats are 2. The current rule accounts for seven seats, one of which has to be a commissioner and allows for more seats to be created. They are proposing the continuation of the 1990 agreement, having two commissioners plus a non-elected representative that is representative of the commissioners. Commissioner Harrison said there was a time from 2017-2021 when the Commissioner's Office needed to appoint two commissioners to the executive committee. The knowledge in the room was that this was an alternate position when in reality, the agreement says two commissioners and a representative. Starting in 2022, the Commissioner's Office returned to appoint two members and, most recently, appointed two commissioners plus a representative. The amendment is meant to accomplish two things: compliance with 5502.26 and consistency with the original agreement.

Commissioner Harrison continued that the only change is to reflect two commissioner seats plus one non-elected official to be consistent with the original agreement. The committee does not have a role in approving the agreement; the commissioners and the chief executive of the subdivisions are responsible for that. He concluded that a proposal that looks like a commissioner's change is a change to return to the original agreement.

Mr. Hanek pointed out that people like progress but hate change and things have changed since 1990. Brunswick is the only full-time Fire Department in the county and would have a substantial role due to the nature of our service response. The Ohio Revised Code states that it puts a priority on first responders and safety forces. He asked what knowledge base the commissioners have that is more important than the safety forces.

Commissioner Harrison answered that an extra commissioner seat is not replacing a Safety Force Officer. The commission has already acted to put an additional Safety Force Officer on the committee. He added that the more safety force representation, the better the response. If the question is, should there be more safety force representation there, the answer is yes. Commissioner Harrison continued that the additional representation of safety force representatives does not have to come at the expense of an extra commissioner seat. There are another five spots to be filled at the discretion of the executive committee.

Mr. Hanek asked for clarification about what the commissioners are proposing.

Commissioner Harrison reiterated that the two primary goals are to be compliant with 5502.26 and be consistent with the original agreement.

Mr. Delsanter explained that in 1990, the population of the City was smaller than today and that there was no full-time Fire Department. He argued that there is no relevance to the 1990 rule because the circumstances of the City have changed.

The Commissioner clarified the difference in the roles of the executive committee and the role of response. He explained that the executive committee only oversees the operations of Medina County Emergency Management Agency. The safety force responds in the event of an emergency.

Mr. Delsanter said that executive committee decisions are the driving force of action. He commented that the formula does not support Brunswick.

Commissioner Harrison responded that the formula is intended to serve the entire county because the emergency could be anywhere in the county, and the resources would need to be marshaled to any point in the county.

Mr. Delsanter added that he would be content with a Brunswick Safety Force Representative on the executive committee.

Mr. Lambert mentioned that since Brunswick will be the majority of the safety force, it should be more present on the executive committee. He asked what years the commissioner's office was appointing people to the board. Commissioner Harrison answered that the years were 2017-2021.

Mr. Lambert followed up by asking why this issue was coming up now.

Mr. Hanek answered that there were some compliance issues with the old agreement and the Ohio Revised Code, leading to one revision after another.

Commissioner Harrison added that both agreements comply with the code. He continued that the common ground is that everyone wants this document to be amended. There have yet to be further discussions at the committee level of the amended agreement. The amendment that has been circulated for action is the one that is consistent with the Ohio Revised Code and the agreement from 1990. He believes that it was not anyone's intention to recreate the agreement when amending it.

Mr. Hanek remarked that he was worried that the commissioners potentially intended to eliminate or disband the Medina County Emergency Management Agency.

Commissioner Harrison reassured that was never the intention. There has not been and is not a threat of the commissioners to back out of a county-wide emergency management agency.

Mr. Delsanter exclaimed that a troubling issue is bringing a code into compliance that does not affect the current demographic differences from when that code was created. He continued that he does not understand the purpose of using the 1990 agreement when it should be an evolutionary agreement to modern times. He is trying to understand why it is required that the commissioners need so many representations from individual communities when one of those communities makes up about thirty percent of the county.

Commissioner Harrison responded that there had not been any discussion where any other municipality claimed they were underrepresented until Brunswick.

Mr. Smith said that it sounded like adding another commissioner would dilute the City's influence over the whole process. He asked why the City would want to cut its influence instead of having another safety force representative on the executive committee.

Commissioner Harrison answered that the 1990 agreement was the only one approved.

Mr. Hanek mentioned that he has heard from other municipalities that there is more interest in having different kinds of representation.

Mr. Lambert added that government bodies should not refuse a certain way because it is easier to do it another way. If there is another way to write the agreement that is equitable to the City, it should be done.

Mr. Barnett informed that Medina County is like Cuyahoga County and Summit County in that there is one big city. In both of those counties, the bigger cities have seats on the executive committee.

(b) Cathy's House

Mr. Robinson began that he is appreciative of the City coming together and giving back to organizations. The Brunswick location is fielding about thirty phone calls a month and the housing has been fully occupied since it opened last January. The average length of stay is about 230 days. The organization assists with rent that is collected from residents, food, clothing, and gas cards. The program helps to create stability for its participants that lasts after completion of the program.

Mr. Hanek confirmed that the City Manager will have more discussion about opioid funds and Cathy's House coming soon.

Mr. DeForest concurred that the Executive Director is also prepared to give a brief description of what they would plan to do with those additional funds if they were to receive some.

Mr. Hanek divulged that there were additional funds that were received through opioid settlements. He asked Mr. Robinson what additional funding would mean for Cathy's House.

Mr. Robinson answered that there are a lot of barriers that are currently hindering the organization. There is no room for anything extra like employment coaching or resumé building. He continued that Cathy's House wants to increase its workforce development programs that are currently operating out of Brunswick Church of the Nazarene. As well as providing assistance with maintaining house and lawncare. Overall, Mr. Robinson concluded that the biggest goal is to go from a protected recovery model to a sustainable recovery model. Additional funding would go directly to those wrap-around supports.

Mr. Hanek assured that there would be action in upcoming meetings. He also informed that Cathy's House exists as a resource to help people, so the more it is integrated, the better.

(c) Council Email Use Rule

Mr. Hanek explained that this supplement should have been done a while ago. It says you have to use City email for City business. This is a supplement to the Council Rules.

Mr. Smith moved to approve the supplement to the Rules of Council. Vote – 7 Ayes, 0 Nays.

MOTION ITEMS:

(a) Appoint Richard Kassouf to the Community Reinvestment Area (CRA) Housing Council

Mr. Delsanter expressed that Mr. Kassouf has been participating in the real estate field for a long-time and would be valuable to the CRA Housing Council.

Mr. Fisher explained that, retroactive to January 1st, there were some vacancies in the CRA Housing Council, and that there is a statutory obligation to fill those vacancies and have a CRA Housing Council meeting.

Mr. Delsanter moved to appoint Richard Kassouf to the Community Reinvestment Area (CRA) Housing Council, retroactive to January 1, 2023. Vote – 7 Ayes, 0 Nays.

(b) A motion correcting a clerical error in Section 1 of Resolution No. 14-2023 by replacing Henderson Products with Northern Ohio Peterbilt of Cleveland

Mr. Barnett explained that there was a mistake in the motion, but it was not caught until he went to write a Purchase Order. The order was meant to be made to Northern Ohio Peterbilt of Cleveland, but farther down in the legislation, Henderson Products was referenced instead. This motion fixes the error, changing the legislation from Henderson Products to Northern Ohio Peterbilt of Cleveland.

Mr. Lambert moved to correct a clerical error in Section 1 of Resolution No. 14-2023 by replacing Henderson Products with Northern Ohio Peterbilt of Cleveland. Vote – 7 Ayes, 0 Nays.

(c) Motion authorizing the City Manager to advertise for public bids for the 2023 Asphalt Road Program.

Mr. Jones disclosed that the scope of work in this project would be similar to what was seen in Sky View Drive last year. There will be overlays on concrete streets that do not currently have them. This will be taking place in Wards 1 & 2; the Ward 1 area will be in the Old Mill Village neighborhood, and the Ward 2 area will be in the Mesa Grande subdivision. There is already some work that is being done in the Mesa Grande area, but the program will be finishing that neighborhood up.

Mr. Jones continued that the budget for the program is $975,000 for construction.

Mr. Jones concluded that he is hoping to get the bid out in the next couple of weeks.

Mr. Lambert moved to authorize the City Manager to advertise for public bids for the 2023 Asphalt Road Program. Vote – 7 Ayes, 0 Nays.

(d) Motion authorizing the City Manager to advertise for public bids for the 2023 Concrete Repair Program.

Mr. Jones divulged that the Concrete Repair Program would take place in Wards 3 & 4 and in the North Industrial Park.

Mr. Jones mentioned that $100,000 has been budgeted for the repairs in the North Industrial Park and the remainder will be earmarked for work in Wards 3 & 4.

Mr. Jones explained that this program is utilized for repairing slabs and joints on concrete streets and in the neighborhoods.

Mr. Hanek instructed that anyone who has specific questions about the programs can follow up with the City Manager Carl DeForest and the Administration for an answer.

Mr. Smith moved to authorize the City Manager to advertise for public bids for the 2023 Concrete Repair Program. Vote – 7 Ayes, 0 Nays.

REVIEW LEGISLATION:

RES. NO. 17-2023 – A resolution authorizing the City Manager to enter into a service agreement with Flock Safety for the provision of ten (10) safety cameras in the City in an amount not to exceed $25,000.00. **- 1st Reading** (To be brought from the Committee of the Whole, *Administration/Brian Ohlin*)

Lt. Safran explained that there are currently ten cameras around the City. The cameras scan license plates on vehicles and forward the information from those plates to the Police Department. Lt. Safran discerned between preemptive and investigative. He said that a preemptive example would be if a car comes in the city, a camera gets a hit on it, and it notifies the Police Department that is in a specific area. An investigative example would be running a suspected vehicle through the Flock Safety cameras which pinpoint the suspect's whereabouts at a given time. Lt. Safran described the Flock Safety Cameras as extra sets of eyes out in the field for the Police Department and it is very effective. It is currently shared with about two hundred other agencies.

Mr. Smith asked if the cameras would have a tendency to keep criminals out of the City if they knew the City had it. Mr. Safran responded that criminals would come regardless, but the cameras would serve as a tool to identify them.

Mr. DeForest added that, since the City works with regional partners, the regional effect with having all of these cameras is a force multiplier.

Mr. Kuczma remarked that this technology is cutting edge, and reiterated that results have been delivered in six months. He asked whether this is a good investment. Mr. Safran said that it was.

Mr. Delsanter recalled when the cameras had first been introduced and how one of the reasons the cameras were approved was because they reduced manhours to solve cases in addition to getting in front of the crime. He asked if there was any data to support this. Mr. Safran said that there is not any quantifiable data, but he believes that there has been a positive change since the cameras were introduced.

Chief Ohlin added that he is proud of some of his officers that just completed a murder trial in which the defendant was found guilty and was given a sentence of life in prison.

Mr. Delsanter moved Resolution Number 17-2023 to tonight's Council Agenda of March 13, 2023, for 3 readings. Vote – 7 Ayes, 0 Nays.

RES. NO. 18-2023 – An emergency resolution authorizing the City Manager to purchase a new 2023 Ford F250 4x4 Super Duty for the Parks Department from Montrose Ford in an amount not to exceed $46,460.61. **- 1st Reading** (To be brought from the Committee of the Whole, *Administration/Taylor Petkovsek*)

Mr. Smith asked if the vehicle is replacing a vehicle or if it as an additional vehicle. Ms. Petkovsek answered that there are currently six vehicles in the Parks Department, one being as old as 2007. In order for the department to maintain the 22 parks with over 300 acres, having six vehicles would be essential. The current 2007 vehicle would be retired to the Historical Society.

Ms. Piper moved Resolution Number 18-2023 to tonight's Council Agenda of March 13, 2023, as an emergency with suspension of the rules. Vote – 7 Ayes, 0 Nays

RES. NO. 21-2023 – An emergency resolution opposing the proposed enactment of Ohio Revised Code Section 5501.60 as contemplated by Am. Sub. H. B. No. 23. - **1st Reading** (To be brought from Committee of the Whole, *Administration/Kenneth Fisher*)

Mr. Fisher explained that interchange would have a significant impact on the residents of the City even though it may not cost the City any money.

Mr. Hanek said that the Code is specifically written to apply between Brunswick and Strongsville because it is written to apply two adjacent municipalities over a county line, but it does not specify where the highway will be constructed.

Mr. Hanek informed that there are detrimental effects to citizens of the City such as implications for funding. He discussed that the interchange will turn the street into a commercial corridor that the City is not currently equipped to handle. He believed that the project is ill-thought-out and last-minute and has the potential to lower property value throughout the area of the interchange.

Mr. Abella disclosed that there is an infrastructure issue with a jet fuel pipeline which will lead to a lot of associated costs. He continued that the ramp may only be southbound which will not be useful to Brunswick residents who are heading to Cleveland.

Mr. Delsanter mentioned that the illusion that the interchange is going to help the people of Brunswick is not quantifiable. There is no traffic count of how many Brunswick residents are involved in the interchange issue at Route 82. Only ten percent of the City's population could utilize this exit. He divulged that Drake Road was suggested instead of Boston Road or Grafton Road. He concluded that, if this interchange is built, there would be a decline in quality of life and value of property. He believed that the area surrounding the interchange would turn into commercial properties.

Mr. Abella moved Resolution Number 21-2023 to tonight's Council Agenda of March 13, 2023, as an emergency with suspension of the rules. Vote – 7 Ayes, 0 Nays

GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

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

Submitted Respectfully,

Irene Jayapandian

Irene Jayapandian
Assistant Clerk of Council

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 3/27/2023

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. - **3rd Reading** (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 Entitles 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

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE:	3/27/2023
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. - **3rd Reading** (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

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 3/27/2023

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Brian Ohlin

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 17-2023 -** A resolution authorizing the City Manager to enter into a service agreement with Flock Safety for the provision of ten (10) safety cameras in the City in an amount not to exceed $25,000.00. - **2nd Reading** (Committee of the Whole, *Administration/Brian Ohlin*)

BACKGROUND: The Division of Police requests to enter into an agreement with Flock Safety regarding the services of 10 safety cameras strategically deployed throughout the city.

PURPOSE AND EXPLANATION: The cameras will assist in crime prevention and investigations. They will also assist in helping to locate wanted and missing persons.

IMPLEMENTATION SCHEDULE: As soon as possible.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The cost of the contracted services of $25,000 for the period of January 1, 2023 through December 31, 2023 is in the approved 2023 police budget. Acct#114-0520-54253.

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: Technology and services provided by Flock Safety cameras are proprietary. See attached sole source letter.

Sole Source Letter for Flock Safety ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Vehicle Fingerprint Technology:
    - Patented proprietary machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
    - Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
    - Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
    - Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo

2. Integrated Cloud-Software & Hardware Platform:
    - Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
    - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
    - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
    - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
    - Utilizes motion capture to start and stop recording without the need for a reflective plate
    - Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
    - On device machine processing to limit LTE bandwidth consumption
    - Cloud storage of footage

- Covert industrial design for minimizing visual pollution

3. Transparency & Ethical Product Design:
    - One-of-a-kind "Transparency Portal" public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
    - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
    - Privacy controls to enable certain vehicles to "opt-out" of being captured

4. Integrated Audio & Gunshot Detection:
    - Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)

5. Partnerships:
    - Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
    - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon's Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety's Falcon cameras
    - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost

6. Warranty & Service:
    - Lifetime maintenance and support included in subscription price
    - Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
    - Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,

Garrett Langley CEO, Flock Safety

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _________

BY:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH FLOCK SAFETY FOR THE PROVISION OF TEN (10) SAFETY CAMERAS IN THE CITY IN AN AMOUNT NOT TO EXCEED $25,000.00.

WHEREAS: Pursuant to a free trial, Flock Safety has installed ten (10) safety cameras in strategic locations in the City to assist in crime prevention and investigations by the Division of Police.

WHEREAS: The Flock Safety cameras are proprietary in nature and unique to Flock Safety and therefore not subject to competitive bidding.

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 Service Agreement with Flock Safety for the provision of ten (10) safety cameras in strategic locations in the City to assist in crime prevention and investigations by the Division of Police in an amount not to exceed $25,000.00.

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

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE:	3/27/2023
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. 22-2023** - An emergency ordinance adopting the recommendation of the Brunswick Community Reinvestment Area Housing Council to continue all active agreements in 2023 and accepting the 2022 CRA Status Report. **- 1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Grant Aungst*)
BACKGROUND:	The Brunswick Community Reinvestment Area Housing Council met on March 20, 2023, as required by the Ohio Revised Code, for the purpose of evaluating facility maintenance of abated properties and to make a recommendation to Brunswick City Council whether to continue all active agreements in 2023 in the Brunswick Community Reinvestment Area and accepting the 2022 CRA Status Report, attached hereto as Exhibit "A." Minutes of the Brunswick Community Reinvestment Area Housing Council of March 20, 2023 are attached as Exhibit "B."
PURPOSE AND EXPLANATION:	As required, inspections of the abated properties were performed by the Division of Building.
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 declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, welfare and safety, and for the additional reason that adopting the recommendation of the Brunswick Community Reinvestment Area Housing Council must be submitted to the State of Ohio, Development Services Agency no later than March 31, 2023. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes.

ADDITIONAL INFORMATION:

Brunswick CRA Housing Council
Minutes of Annual Meeting
2:00 p.m., March 20, 2023
Brunswick City Hall

HC: Jake Altman, Grant Aungst, Kevin Ball, Jason Ivory, Rich Kassouf, Jesse Knight, John Pietrangeli, and John Rocha

Staff: Bethany Dentler (Acting Housing Officer), and Annie Fink, Medina County Economic Development Corporation (MCEDC)

Welcome and Introductions: Ms. Dentler called the meeting to order at 1:00 p.m. Ms. Dentler introduced herself to the Housing Council and thanked everyone for their time and participation. Introductions were made by members of the Housing Council and guests. Ms. Dentler summarized everyone's appointments: Mr. Rocha represents the Planning Commission; Mr. Ivory and Mr. Pietrangeli are Mayoral appointments; and Mr. Ball and Mr. Kassouf are City Council appointments.

Purpose of Housing Council: Ms. Dentler explained that the purpose of the Housing Council is to annually evaluate the "facility maintenance" of the abated properties and to make recommendations to Brunswick City Council to "continue, suspend, modify or terminate" the abatements on all active Community Reinvestment Area (CRA) projects.

Ms. Dentler continued to explain background information on local housing. She stated the benefits to the city and economic development aides to attract new businesses to the area. She stated that the Pre-94 CRA program does not require an agreement or negotiation ahead of time, nor does it require new workers in the facility, although this data is requested on the tax abatement application.

Appoint Residency to Council Positions: Ms. Dentler stated that Mr. Altman has been nominated as an appointment by the Housing Council and needed Housing Council approval at this meeting. Mr. Kassouf made a motion to accept Mr. Altman for a three year term. Mr. Rocha seconded the motion. All were in favor; motion carries.

Ms. Dentler explained that one vacancy remains on the Council, also a Housing Council appointment. The new member will need to be approved by the Housing Council at next year's hearing.

Approval of 2022 Minutes: Ms. Dentler stated that the March 2, 2022 Housing Council minutes which were distributed previously for approval. Mr. Ball made a motion to accept the minutes. Mr. Kassouf seconded the motion. All were in favor. Motion approved.

Annual Inspections/Recommendations: Mr. Jesse Knight, City of Brunswick Property Maintenance and Zoning Inspector, presented the 2022 inspection report. Mr. Knight reported that this year had 39 properties to be inspected by himself and Inspector Hawthorne.

He stated that all buildings with an abatement were accessed and found to be properly maintained, in good condition and deserving of continuing in the CRA tax reduction program. Mr. Knight reported that all businesses are in compliance. It is his recommendation for the City of Brunswick to continue all abatements for the 2023 year. Mr. Knight thanked Inspector Hawthorne for his excellent work for the City of Brunswick in carrying out the inspections.

Ms. Dentler summarized the 2022 activity. She noted that some of the original property owners may no longer be there, but the CRA tax abatement is with the building, not the tenant. She also stated that the Auditor's Office supplied information on Darrell A. Fischer Family, LLC, Panteck Properties (1/04/11), and Giant Eagle, which are new to the report, but not new abatements.

There were six expirations in 2022:

- Yost Foods 1.5 jobs
- Designer Showcase 6 jobs
- Panteck Properties 45 jobs
- Crestmont Hyundai 40 jobs
- Columbia Chemical 10 jobs
- Pantech Properties (2011) 15 jobs

A total of 118 new jobs were to be created by these six companies as reported at the time of application, which invested $23.8 million in new capital investment.

There were also two additions during calendar year 2022:

- LowBrow Properties, LLC 0 jobs
- LCG Enterprises, LLC 5 jobs

Ms. Dentler reported that since its inception, the Brunswick CRA program has qualified 155 projects, representing a total investment into the community of $280.2 million and creating 2,557 new full-time positions. To date, 118 of the projects have successfully been expired and 37 remain active.

Ms. Dentler asked for a motion to accept the 2022 status report. Mr. Rocha motioned to accept the 2022 status report as presented by Mr. Knight and to make a recommendation to Brunswick City Council to continue all active agreements in 2023. Mr. Ivory seconded; all were in favor.

Old Business: None.

New Business: Ms. Dentler explained that the final Housing Council will be in place prior to next year's hearing.

Mr. Kassouf inquired how the City of Brunswick's abatement program measures to others in the County. Ms. Dentler stated that Liverpool Township has a similar program in their industrial area. She believes Brunswick has had more companies take advantage of the CRA offering. Mr. Kassouf shared that the tax abatement program is well known amongst area realtors.

Adjourn: Ms. Dentler asked if there were any other questions or concerns. Hearing none, Mr. Kassouf motioned to adjourn the meeting. Mr. Ivory seconded the motion. All were in favor. Ms. Dentler adjourned the meeting at 1:17 p.m.

Submitted by,

Bethany Dentler

Bethany J. Dentler, Executive Director MCEDC
Brunswick CRA Housing Manager

FINAL

Ohio | Department of Development

OHIO COMMUNITY REINVESTMENT AREA (CRA) PROGRAM

2022 CRA STATUS REPORT FOR CRA'S CREATED BEFORE JULY 1, 1994*

**Attach a separate status report for each CRA within this jurisdiction.

1. Name of Jurisdiction:	Brunswick, OH	**7. Housing Officer Name:**	Bethany Dentler
2. Name/Identification of CRA:	Brunswick Community Reinvestment Area	**8. Housing Officer Title:**	MCEDC Executive Director
3. Dated Created:	11-Mar-87 (1st amendment: 12/2/2009)	**9. Housing Officer Address:**	144 N. Broadway Street, Medina, OH 44256
4. Expiration Date (if any):		**10. Housing Officer Phone:**	330-722-9215
5. Secret Question (choose 1 from dropdown menu):	What is your favorite sports team?	**11. Housing Officer Fax:**	330-764-8449
6. Answer to Secret Question:		**12. Housing Officer Email:**	bdentler@medinacounty.org

13. List ALL activities and projects for which an exemption has been granted in the CRA area and current status*:

*Attach additional pages if necessary to fully describe project status.

Name/Property Identification	Date Project Certified	Tax Years Abated	Type of Project: R=Residential C=Commercial I=Industrial	Percent of Exemption	Term of Exemption	Total Project Investment	Total Real Property Investment Subject to Exemption	# of Jobs Created	Other Exemption Involved	Date of Most Recent Housing Council Review	Current Status
Brunswick Auto World	09/11/87		C	70%	15	***	$861,314	35	N/A	3/17/2004	Expired 2003
Business Center II	12/08/87		I	70%	15	***	$872,200	125	N/A	3/17/2004	Expired 2003
International Machining	12/08/87		I	70%	15	***	$234,800	20	N/A	3/17/2004	Expired 2003
Symatic, Inc.	04/04/88		I	70%	15	***	$830,914	25	N/A	3/10/2005	Expired 2004
Nationwide I	12/20/88		I	70%	15	***	$635,114	100	N/A	3/10/2005	Expired 2004
Marksman Autobody	01/18/89		C	55%	10	***	$34,914	2	N/A	3/15/2001	Expired 2000
Sharp Tool Service	01/18/89		I	70%	15	***	$381,057	15	N/A	3/2/2006	Expired 2005
Burrows Company	01/18/89		I	70%	15	***	$290,314	12	N/A	3/2/2006	Expired 2005
Brunswick Auto Mart II	10/31/89		C	55%	10	***	$159,600	5	N/A	3/2/2006	Expired 2000
P & W Properties	01/29/90		I	70%	15	***	$121,343	50	N/A	3/2/2006	Expired 2005
Gales Garden Center	11/01/90		C	70%	15	***	$880,943	25	N/A	3/2/2006	Expired 2005
CCC Coffee	11/01/90		I	70%	15	***	$146,543	20	N/A	3/2/2006	Expired 2005
Automation Tool & Die	11/01/90		I	70%	15	***	$216,657	5	N/A	3/2/2006	Expired 2005
Tiremix, Inc.	11/01/90		I	70%	15	***	$353,771	3	N/A	3/2/2006	Expired 2005
(above sold to All Const. Svcs., 6/95 & to ERS, 5/03			I	Continuing	Continuing	***	No Change	+13	N/A		
Brunswick Center IV	11/01/90		I	70%	15	***	$921,800	125	N/A	3/2/2006	Expired 2005
RocCorp, Inc.	11/05/90		I	70%	15	***	$267,428	8	N/A	3/1/2007	Expired 2006
CMP Manufacturing	11/05/90		I	70%	15	***	$217,028	15	N/A	3/1/2007	Expired 2006
Michael Reindel	11/29/90		R	100%	5	***	$5,542	0	N/A	3/1/1996	Expired 1995
Cleveland Trailer Sales	02/05/91		C	70%	15	***	$82,829	2	N/A	3/1/2007	Expired 2006
Pacific Tool & Die	02/05/91		I	70%	15	***	$389,485	10	N/A	3/2/2006	Expired 2005
Sharp Tool Service	02/04/91		I	55%	10	***	$93,028	3	N/A	3/12/2003	Expired 2002

2022 CRA STATUS REPORT - PRE 1994
BRUNSWICK, OHIO

FINAL

Name/Property Identification	Date Project Certified	Tax Years Abated	Type of Project: R=Residential C=Commercial I=Industrial	Percent of Exemption	Term of Exemption	Total Project Investment	Total Real Property Investment Subject to Exemption	# of Jobs Created	Other Exemption Involved	Date of Most Recent Housing Council Review	Current Status
GEM Instruments	02/05/91		I	70%	15	***	$325,771	8	N/A	3/2/2006	Expired 2005
Universal Seal Products	02/05/91		I	70%	15	***	$233,171	10	N/A	3/2/2006	Expired 2005
Schembri Building	02/05/91		I	70%	15	***	$425,457	30	N/A	3/2/2006	Expired 2005
Stoy Machine	02/06/91		I	70%	15	***	$359,542,15	15	N/A	3/1/2007	Expired 2006
Larson Surfa-Shield	02/12/91		I	70%	15	***	$249,314	20	N/A	3/2/2006	Expired 2005
RonLen Industries	04/16/91		I	55%	10	***	$257,029	7	N/A	3/12/2003	Expired 2002
Tru-Green	04/16/91		I	70%	15	***	$358,114	20	N/A	3/1/2007	Expired 2006
BOCO Enterprises	12/19/91		I	70%	15	***	$278,600	12	N/A	3/4/2008	Expired 2007
Philpott Rubber	12/19/91		I	70%	15	***	$789,685	25	N/A	3/4/2008	Expired 2007
Modern Machine	06/05/92		I	55%	10	***	$11,543	2	N/A	3/17/2004	Expired 2003
Business Center III	01/28/92		I	70%	15	***	$921,800	50	N/A	3/2/2006	Expired 2005
Columbia Chemical	02/18/93		I	70%	15	***	$414,000	20	N/A	3/1/2007	Expired 2006
Cleveland Trailer Sales	02/26/93		I	70%	15	***	$26,429	0	N/A	3/1/2007	Expired 2006
Die-Mension Corporation	10/15/93		I	70%	15	***	$402,029	12	N/A	3/16/2009	Expired 2008
PEDCON, Inc.	01/10/94		I	70%	15	***	$460,314	13	N/A	3/16/2009	Expired 2008
Schembri Building	06/21/94		I	55%	10	***	$279,029	5	N/A	3/2/2006	Expired 2005
LESCO, Inc.	07/13/94		I	70%	15	$375,000	$170,257	6	N/A	3/15/2010	Expired 2009
Designer Showcase	09/13/94		I	70%	15	$625,306	$480,200	16	N/A	3/15/2010	Expired 2009
G.R.A. Associates	10/20/94		I	70%	15	$4,905,000	$1,648,914	103	E/Z	3/15/2010	Expired 2009
Ditch Witch of Ohio	12/01/94		I	70%	15	$615,880	$222,000	8	N/A	3/15/2010	Expired 2009
Columbia Chemical	04/03/95		I	55%	10	$227,837	$212,714	4	N/A	3/17/2004	Expired 2005
McVeigh Material Handling Equip.	04/27/95		I	70%	15	$825,000	$302,629	10	N/A	3/15/2010	Expired 2009
CCC Coffee	07/06/95		I	70%	15	$70,000	$4,600	0	N/A	3/10/2011	Expired 2010
Rainbow Cultured Marble	09/05/95		I	70%	15	$330,000	$203,771	5	N/A	3/10/2011	Expired 2010
Bohler-Uddeholm Corp.	03/29/96		I	70%	15	$9,120,041	$1,243,171	16	N/A	3/10/2011	Expired 2010
M-Line	09/17/96		I	70%	15	$489,600	$284,714	5	N/A	3/10/2011	Expired 2010
Marksman Autobody	11/15/96		C	55%	10	$471,000	$113,229	3	N/A	3/1/2007	Expired 2006
Lancaster Bingo Comp., Inc.	11/15/96		I	70%	15	$1,206,500	$505,743	6	N/A	3/14/2012	Expired 2011
Tru-Cut Saw, Inc.	11/15/96		I	70%	15	$1,160,699	$418,514	3	N/A	3/14/2012	Expired 2011
Scherba Industries, Inc.	12/27/96		I	70%	15	$1,680,000	$1,364,600	5	N/A	3/14/2012	Expired 2011
Positool Technologies, Inc.	03/26/97		I	70	15	$811,555	$192,857	10	N/A	3/19/2013	Expired 2012
Automation Tool & Die	11/11/97		I	55	10	$633,500	$102,485	2	N/A	3/4/2008	Expired 2008
W & G Properties, L.T.D.	11/12/97		I	70	15	$700,000	$441,257	12	N/A	3/19/2013	Expired 2012
Norm King Construction	12/04/97		I	70	15	$280,000	$64,857	2	N/A	3/19/2013	Expired 2012
PoMaCon	02/18/98		I	70	15	$940,000	$765,000	12	N/A	3/12/2014	Expired 2013
JVC Enterprises	06/30/98		I	70	15	$505,000	$475,000	5	N/A	3/12/2014	Expired 2013

FINAL

Name/Property Identification	Date Project Certified	Tax Years Abated	Type of Project: R=Residential C=Commercial I=Industrial	Percent of Exemption	Term of Exemption	Total Project Investment	Total Real Property Investment Subject to Exemption	# of Jobs Created	Other Exemption Involved	Date of Most Recent Housing Council Review	Current Status
RocCorp	06/30/98		I	70	15	$330,000	$250,000	3	N/A	3/12/2014	Expired 2013
NORCO Computer Systems	12/04/98		I	70	15	$2,910,000	$2,000,000	25	N/A	3/12/2014	Expired 2013
Stoy Machine	11/24/98		I	70	15	$415,700	$248,000	3	N/A	3/12/2014	Expired 2013
Bus. Ctr. III/IV, Stanley Steamer **	02/09/99		I	70	15	$65,553	$65,553	5	N/A	3/18/2015	Expired 2014
Bus. Ctr. III/IV, Planergy	02/09/99		I	70	15	$55,200	$55,200	5	N/A	3/18/2015	Expired 2014
Bus. Ctr. III/IV, Great Lakes Power **	02/09/99		I	70	15	$89,850	$89,850	10	N/A	3/18/2015	Expired 2014
Bus. Ctr. III/IV, Groenvelde Transp. **	02/09/99		I	70	15	$93,700	$93,700	8	N/A	3/18/2015	Expired 2014
Bus. Ctr. III/IV, Reynolds Mach. **	02/09/99		I	70	15	$85,130	$85,130	12	N/A	3/18/2015	Expired 2014
Bus. Ctr. III/IV, BASF	02/09/99		I	70	15	$133,510	$133,510	8	N/A	3/18/2015	Expired 2014
Bus. Ctr. III/IV, Balzer's Tool Coat. **	05/03/99		I	55	10	$203,375	$203,375	8	N/A	3/16/2009	Expired 2008
Bus. Ctr. III/IV, Modern Machine **	05/03/99		I	55	10	$56,314	$56,314	5	N/A	3/16/2009	Expired 2008
Formatech, Inc.	09/23/99		I	70	15	$857,313	$857,313	5	N/A	3/18/2015	Expired 2014
Bus. Ctr. I/II, Great Lakes Mailing **	09/23/99		I	55	10	$118,570	$526,250	12	N/A	3/15/2010	Expired 2009
Johnson Products	10/04/99		I	70	15	$440,000	$390,000	6	N/A	3/18/2015	Expired 2014
International Certification Services **	11/24/99		I	70	15	$295,000	$295,000	7	N/A	3/18/2015	Expired 2014
Rockstedt Tool & Die, Inc.	12/14/99		I	70	15	$2,975,000	$1,925,000	30	N/A	3/18/2015	Expired 2014
ABC, Inc.	12/20/99		I	70	15	$705,000	$475,000	8	N/A	3/18/2015	Expired 2014
Designer Showcases, Inc.	12/20/99		I	70	15	$920,908	$370,900	5	N/A	3/18/2015	Expired 2014
Columbia Chemical	12/23/99		I	70	15	$157,800	$157,800	2	N/A	3/18/2015	Expired 2014
Quad Fluid Dynamics	09/26/00		I	70	15	$1,240,026	$861,329	8	N/A	3/18/2015	Expired 2015
Fremar Industries	09/26/00		I	70	15	$3,071,559	$1,047,000	21	N/A	3/18/2015	Expired 2015
Bohler Uddeholm Corp.	12/08/00		I	70	15	$2,090,743	$371,549	4	N/A	3/18/2015	Expired 2015
Columbia Chemical Corp.	12/08/00		I	70	15	$161,587	$161,587	2	N/A	3/18/2015	Expired 2015
Litehouse Products	12/08/00		I	70	15	$8,485,000	$4,010,000	85	N/A	3/18/2015	Expired 2015
Macho Tool &Supply	12/08/00		I	70	15	$437,000	$382,000	4	N/A	3/18/2015	Expired 2015
Gem Instruments Multi-Tenant	12/19/00		I	70	15	$1,265,000	$525,000	30	N/A	3/18/2015	Expired 2015
Technical Tool & Gage	05/18/01		I	70	15	$1,688,998	$1,110,085	13	N/A	2/15/2017	Expired 2016
General Parts, Inc (CarQuest)	05/18/01		I	70	15	$10,325,740	$4,356,740	52	N/A	2/15/2017	Expired 2016
ICS Labs	05/18/01		I	70	15	$110,000	$110,000	3	N/A	2/15/2017	Expired 2016
DMS Properties	11/15/01		I	70	15	$2,100,000	$1,700,000	40	N/A	2/15/2017	Expired 2016
Integrated Marketing Technologies	11/15/01		I	70	15	$2,850,000	$2,500,000	48	N/A	2/15/2017	Expired 2016
Gladish Multi-Tenant Phase I & II**	12/20/01		I	70	15	$950,000	$950,000	15	N/A	2/15/2017	Expired 2016
Prism Powder Coatings, Ltd.	12/20/01		I	70	15	$3,403,000	$2,623,000	25	N/A	2/15/2017	Expired 2016
Swiss Machine Tool Technology	12/20/01		I	70	15	$610,000	$600,000	2	N/A	2/15/2017	Expired 2016
Tanner Properties Multi-Tenant**	01/16/02		I	70	15	$1,535,000	$1,535,000	0	N/A	2/15/2017	Expired 2017
FormaTech, Inc. Expansion	02/01/02		I	70	15	$468,500	$450,000	3	N/A	2/15/2017	Expired 2017

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W&G Properties Multi-Tenant**	03/27/02		I	70	15	$350,000	$300,000	6	N/A	2/15/2017	Expired 2017
Designer Showcases Expansion #2	05/28/02		I	70	15	$2,370,900	$1,770,900	20	N/A	2/15/2017	Expired 2017
A. G. Industries, Ltd.	03/12/03		I	70	15	$895,000	$570,000	10	N/A	2/28/2018	Expired 2018
All Construction Services	08/11/03		I	70	15	$2,450,000	$2,000,000	10	N/A	2/28/2018	Expired 2018
Champion Contracting	03/05/04		I	70	15	$2,120,000	$1,100,000	5	N/A	2/13/2020	Expired 2019
Wolverton Pet Food Company	05/27/04		I	70	15	$2,861,329	$1,735,050	17	N/A	2/13/2020	Expired 2019
Columbia Chemicals Bldg 2	06/22/04		I	70	15	$593,000	$558,000	3	N/A	2/13/2020	Expired 2019
M-Line Expansion	07/30/04		I	70	15	$595,000	$385,000	1	N/A	2/13/2020	Expired 2019
IMT Triplewood Expansion	08/04/04		I	70	15	$551,250	$530,000	10	N/A	2/13/2020	Expired 2019
M.A.S. Industrial Multi-Tenant**	08/16/04		I	70	15	$696,337	$696,337	28	N/A	2/13/2020	Expired 2019
Total Performance Services, Inc.	12/14/04		I	70	15	$2,000,000	$1,000,000	7	N/A	2/13/2020	Expired 2019
Destiny Manufacturing Expansion	12/29/04		I	70	15	$4,500,000	$2,000,000	25	EZ	2/13/2020	Expired 2019
Scherba Industries	02/01/05		I	70	15	$659,713	$481,553	8	N/A	2/24/2021	Expired 2020
Galley Printing	04/06/05		I	70	15	$4,970,805	$2,045,805	35	N/A	2/24/2021	Expired 2020
IPN Pride A&B	6/00/05		I	70	15	$3,000,000	$3,000,000	32	N/A	2/24/2021	Expired 2020
Tanner Properties	8/00/05		I	55	10	$2,460,022	$195,000	24	N/A	2/13/2020	Expired 2015
Triplewood Properties	10/24/05		I	70	15	$1,957,110	$1,327,110	16	N/A	2/24/2021	Expired 2020
Mack Industries, Inc.	10/24/06		I	70	15	$2,750,000	$2,500,000	18	N/A	2/24/2021	Expired 2021
Yost Foods	12/20/06	2008-2022	I	10	12	$1,116,000	$896,000	1.5	N/A	2/24/2021	Expires 2022
Designer Showcases/GB-OS	06/19/07	2008-2022	I	10	15 (tiered)	$7,098,994	$5,811,852	6	N/A	3/2/2022	Expires 2022
Panteck Properties, LLC	03/20/08	2008-2022	I	10	15 (tiered)	$11,874,000	$4,100,000	45	N/A	3/2/2022	Expires 2022
Crestmont Hyundai	04/23/08	2008-2022	I	10	15 (tiered)	$4,100,000	$2,700,000	40	N/A	3/2/2022	Expires 2022
Columbia Chemical	02/18/09	2008-2022	I	10	15 (tiered)	$4,357,388	$3,500,290	10	N/A	3/2/2022	Expires 2022
Digestve Disease Consultants	08/17/09	2010-2024	I	30	15 (tiered)	$6,560,000	$6,200,000	20	N/A	3/2/2022	Continue
Springer Holdings LLC	03/16/10	2010-2024	I	100	15	$1,011,896	$749,896	1	N/A	3/2/2022	Continue
*Ultimate Developing LLC	09/08/10	2011-2025	I	100	15	$541,100	$250,000	25+	N/A	3/2/2022	Continue
Panteck Properties, LLC (Brunswick Mazda)	01/04/11	2011-2022	I	100	12	$1,500,000	$600,000	15	N/A	TBD 2023	Expires 2022
Oaks Family Care Center	8/9/2011	2012-2023	I	100	12	$220,000	$220,000		N/A	3/2/2022	Continue
Controlled Access	01/26/12	2012-2026	I	100	15	$572,000	$572,000	14	N/A	3/2/2022	Continue
Giant Eagle	6/29/2012	2012-2023	C	100	12	$13,200,000	$13,200,000	35	N/A	3/2/2022	Continue
LCG Enterprises	07/01/13	2014-2028	C	100	15	$1,175,000	$125,000		N/A	3/2/2022	Continue
922 Pearl LLC	07/26/13	2014-2028	C	100	15	$493,000	$320,000	4	N/A	3/2/2022	Continue
AFE, LLC (Outpatient Dialysis)	09/17/13	2014-2025	C	100	12	$2,066,000	$1,450,000	15	N/A	3/2/2022	Continue
Linda & Leonard Lutch (Ronlen Industries)	01/07/14	2014-2025	1	100	12	$925,000	$675,000	3	N/A	3/2/2022	Continue
Phillip Klonowski (Klassic Custom Decks)	02/26/14	2014-2025	C	100	12	$673,340	$500,000	2	N/A	3/2/2022	Continue
Panteck Properties, LLC (Brunswick Auto)	08/21/14	2014-2028	C	100	15	$8,085,500	$5,754,000	65	N/A	3/2/2022	Continue

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SIMA Rostami (Alireza Karbassi, Inc.)	10/17/14	2014-2025	C	100	12 (tiered)	$407,356	$378,502	0	N/A	3/2/2022	Continue
JSB Properties (Technical Tool & Gage)	02/02/16	2015-2026	C	100	12	$986,309	$526,309	3	N/A	3/2/2022	Continue
Panteck Properties, LLC (Brunswick Auto)	06/22/16	2017-2031	C	100	15 (tiered)	$8,251,567	$6,100,000	15	N/A	3/2/2022	Continue
LaFamiglia Properties, LLC	10/04/16	2017-2031	C	100	15	$1,825,000	$110,000	40	N/A	3/2/2022	Continue
Giant Eagle dba GetGo	11/16/16	2017-2031	C	100	12	$3,548,684	$1,400,000	15 FT/25 PT	N/A	TBD 2023	Continue
Brunswick Oasis - North Park Plaza	12/14/17	2018-2032	C	100	15	$5,080,000	$4,300,000	47 FT/44 PT	N/A	3/2/2022	Continue
EM Capital Holdings - Engelke Construction	01/18/18	2018-2029	C	100	15	$1,640,000	$650,000	53	N/A	3/2/2022	Continue
Industrial Parkway Partners/All Construction Svc	01/29/18	2017-2031	C	100	15	$2,510,000	$2,100,000	30	N/A	3/2/2022	Continue
Brunswick Senior Living	02/21/18	2018-2032	C	100	15	$12,811,492	$12,211,492	65	N/A	3/2/2022	Continue
Center Road Laser Wash	05/09/18	2018-2032	C	100	15	$1,550,000	$1,200,000	3	N/A	3/2/2022	Continue
West Branch Malt	08/21/18	2018-2032	C	100	15	$12,160,000	$2,130,000	0	N/A	3/2/2022	Continue
Beaumont & Associates - Tru-Cut Saw	08/27/18	2019-2033	C	100	15	$846,538	$413,699	3	N/A	3/2/2022	Continue
Pinecraft Land Holdings - Comfort Suites	09/11/18	2019-2033	C	100	15	$12,200,000	$9,000,000	25	N/A	3/2/2022	Continue
MJSL LLC - Ronlen Industries	03/01/19	2019-2030	C/I	100	12	$166,269	$166,269	0	N/A	3/2/2022	Continue
Murfin, Inc. - Murphy Tractor	08/26/19	2019-2033	C/I	100	15	$6,000,000	$6,000,000	2	N/A	3/2/2022	Continue
PKJW LLC - Brunswick Gymnastics & Fitness	09/20/19	2020-2034	C//I	100	15	$2,287,633	$2,287,633	4-8	N/A	3/2/2022	Continue
Taco Bell	10/01/19	2020-2034	C//I	100	15	$1,525,000	$1,300,000	40	N/A	3/2/2022	Continue
Darell A. Fisher Family, LLC (Sherman's Corner's)	02/03/20	2019-2033	C/I	100	15	$1,823,000	$1,553,000	25	N/A	TBD 2023	Continue
976 Pearl LLC - Ambrose Crossing	09/17/20	2021-2035	C//I	100	15	$4,315,000	$400,000	1 FT / 8 PT	N/A	3/2/2022	Continue
The Blue Apple	08/03/20	2020-2034	C//I	100	15	$1,002,191	$1,002,191	0	N/A	3/2/2022	Continue
1256 Properties LLC	11/09/20	2021-2035	C//I	100	15	$915,000	$915,000	0	N/A	3/2/2022	Continue
Sentronic International (Controlled Access) 2020	01/21/21	2020-2034	C//I	100	15	$1,757,653	$1,324,172	5	N/A	3/2/2022	Continue
GHC Enterprises	08/11/21	2021-2032	C//I	100	12	$250,000	$250,000	0	N/A	3/2/2022	Continue
Lowbrow Properties LLC	07/26/22	2022-2036	C/I	100	15	$1,330,000	$1,330,000	0	N/A	TBD 2023	Continue
LCG Enterprises, LLC	06/30/22	2023-2037	C/I	100	15	$2,524,000	$2,564,000	5	N/A	TBD 2023	Continue

Bethany Dentler | Acting Housing Officer | 3/20/2023

Bethany Dentler | **Title** | **Date**

CITY OF BRUNSWICK, OHIO

ORDINANCE NO. 22-2023

BY: Committee-of-the-Whole

AN EMERGENCY ORDINANCE ADOPTING THE RECOMMENDATION OF THE BRUNSWICK COMMUNITY REINVESTMENT AREA HOUSING COUNCIL TO CONTINUE ALL ACTIVE AGREEMENTS IN 2023 AND ACCEPTING THE 2022 CRA STATUS REPORT.

WHEREAS: The Brunswick Community Reinvestment Area Housing Council met on March 20, 2023, as required by the Ohio Revised Code, for the purpose of evaluating facility maintenance of abated properties and to make a recommendation to Brunswick City Council whether to continue all active agreements in 2023 in the Brunswick Community Reinvestment Area and accepting the 2022 CRA Status Report, attached hereto as Exhibit "A." Minutes of the Brunswick Community Reinvestment Area Housing Council of March 20, 2023 are attached as Exhibit "B."

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

SECTION 1: That this Council does hereby accept the recommendation of the Brunswick Community Reinvestment Area Housing Council to continue all active agreements in 2023 in the Brunswick Community Reinvestment Area and accepting the 2022 CRA Status Report, attached hereto as Exhibit "A." Minutes of the Brunswick Community Reinvestment Area Housing Council of March 20, 2023 are attached as Exhibit "B."

SECTION 2: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, welfare and safety, and for the additional reason that adopting the recommendation of the Brunswick Community Reinvestment Area Housing Council must be submitted to the State of Ohio, Development Services Agency no later than March 31, 2023. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes.

PASSED: 1st Reading ________________

Rules Suspended: AYES ___ NAYS ___

ADOPTED: ________________________ AYES ___ NAYS ___

ATTEST: ________________________

Clerk of Council
Laura E. Timura

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 3/27/2023

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Nicholas Hanek

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 23-2023** - An emergency ordinance to approve the editing and inclusion of certain ordinances as components of the Codified Ordinances; to provide for the adoption of new legislation in the updated revised Codified Ordinances; and to repeal ordinances in conflict therewith. - **1st Readin**g - (To be brought from Committee-of-the-Whole, *Administration/Laura Timura*)

BACKGROUND: This is the annual codification updates.

PURPOSE AND EXPLANATION: To approve the editing and inclusion of ordinances as components of the Codified Ordinances; to provide for the adoption of new legislation in the updated revised Codified Ordinances; and to repeal ordinances in conflict therewith.

IMPLEMENTATION SCHEDULE: To adopt as an emergency with suspension of the rules on March 27, 2023 to allow for the updates to be effective 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?

Recommend to adopt as emergency with suspension of rules so they may be effective immediately.

ADDITIONAL INFORMATION:

ORDINANCE NUMBER 23-2023

By Committee-of-the-Whole

AN EMERGENCY ORDINANCE TO APPROVE THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS COMPONENTS OF THE CODIFIED ORDINANCES; TO PROVIDE FOR THE ADOPTION OF NEW LEGISLATION IN THE UPDATED REVISED CODIFIED ORDINANCES; AND TO REPEAL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS: Section 3.18b. of the City Charter provides for the general codification of all City ordinances and resolutions having the force and effect of law and requires that such codification be kept current; and

WHEREAS: The Walter H. Drane Co. has completed its updating and revision of the Codified Ordinances of the City; and

WHEREAS: Various ordinances of a general and permanent nature that have been enacted by Council since the date of the last updating and revision of the Codified Ordinances need to be included in the Codified Ordinances of the City; and

WHEREAS: Certain changes made in the Codified Ordinances to bring City law into conformity with State law.

THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the editing, arrangement and numbering or renumbering of the ordinances and parts of ordinances attached hereto as "Exhibit "A" as though fully herein written, are hereby approved as parts of the various component codes of the Codified Ordinances of the City of Brunswick, Ohio, so as to conform to the classification and numbering system of the Codified Ordinances.

SECTION 2: That the sections of the Traffic and General Offenses Codes, as amended and attached hereto as Exhibit "B" as though fully herein written, are hereby approved and adopted as amended or enacted so as to conform to enactments of the Ohio General Assembly.

SECTION 3: That all ordinances and resolutions and parts thereof that are in conflict with any of the provisions of the new matter approved, adopted and listed on Exhibit "A" and in Section 1 are hereby repealed, except as follows:

(a) The enactment of such matter shall not be construed to affect a right of liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or any action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision or to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purposes of revision and recodification.

(b) The repeal provided above shall not affect any legislation enacted subsequent to December 16, 2019

SECTION 4: That a copy of this ordinance shall be posted in the five public places set forth in Section 222.01 of the Codified Ordinances, together with notice as to where copies of the February 2023 Replacement Pages for the Codified Ordinances of the City, hereby approved, adopted and enacted, may be viewed and inspected by the public. A copy shall also be furnished to City Officers, Medina County Law Library and the Brunswick Public Library.

SECTION 5: That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare and for the additional reason that it is immediately necessary to have an up-to-date codification of the laws of the City, pursuant to Section 3.18b. of the City Charter, that is in conformity with State Law, where such conformity is required by Article XVIII, Section 3, of the Ohio Constitution, with which to administer the affairs of the City and to preserve law and order of the City. Therefore, this Ordinance and the February 2023 Replacement Pages for the Codified Ordinances, hereby approved, adopted and enacted, shall be in full force and effect from and after its passage by the required number of votes, as set forth in Section 3.16 of the City Charter.

PASSED: 1st Reading ____________________

Rules Suspended: AYES _ NAYS ______

ADOPTED: ________________________________ AYES ______ NAYS __

ATTEST: ________________________________
Clerk of Council
Laura E. Timura

EXHIBIT "A"

Ord. No.	Date	C.O. Section
74-2022	11-14-22	1238.06
75-2022	11-14-22	1242.02
76-2022	11-14-22	1242.02
77-2022	11-14-22	1280.12(e)
78-2022	11-14-22	1280.12(f)
79-2022	10-10-22	1443.04
80-2022	11-14-22	1234.01 to 1234.15, 1234.99
81-2022	11-14-22	1236.01 to 1236.18, 1236.99
92-2022	10-10-22	August 2022 Replacement Pages
101-2022	12-12-22	Repeals Ch. 288
102-2022	12-12-22	Repeals Ch. 282
119-2022	2-27-23	1260.04(v)
120-2022	2-27-23	1261.04(s)
122-2022	2-27-23	1278.02(a)
123-2022	2-27-23	1282.08(b)

EXHIBIT "B"

Traffic Code

438.10	Lights, Emblems, and Reflectors on Slow-Moving Vehicles, Farm Machinery, Agricultural Tractors, and Animal-Drawn Vehicles. (Amended)
438.16	Number of Lights; Limitations on Flashing, Oscillating or Rotating Lights. (Amended)

General Offenses Code

672.13(b)(1)	Possessing Replica Firearm in School. (Amended)

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE:	3/27/2023
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. 24-2023 -** An emergency resolution authorizing the City Manager to enter into a three (3) year agreement with Always Green Landscaping, LLC to provide grass/weed mowing, debris clean-up services and branch trimming in an annual amount not to exceed $47,700.00 pursuant to submitted bid prices. - **1st Reading** - (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett)*
BACKGROUND:	Bids were opened on March 21, 2023 with one bidder. Always Green Landscaping is the lowest and best bid received. Enclosed is a copy of the bid tabulations. The current contract expired on December 31, 2022. This work is for mowing of properties throughout the city that have high weeds and grass, branch and debris cleanup needs that violate city code. It also provides for continual mowing of various city-owned properties. This bid is a rebid that was opened on February 21 but was determined to be high. That bid was rejected on February 27, 2023.
PURPOSE AND EXPLANATION:	The purpose of this legislation is to provide for the contracting of mowing, branch trimming and debris clean up throughout the city for violations of the city code and also provide continual mowing of various city-owned properties.
IMPLEMENTATION SCHEDULE:	Work to begin April of 2023 and continue through December 31, 2025.
FINANCIAL INFORMATION:	
FINANCIAL SUMMARY:	$47,700 per year for 3 years for a total of $143,100. The cost of year 1 of this contract is currently budgeted and is to be charged to Account #001-0880-54261. Payment for years 2 and 3 is subject to sufficient Council appropriations pursuant to ORC 5705 which are budgeted annually.
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: Emergency Suspension of the rules is being requested to be able to provide the service that is needed in April of this year.

Opened: March 21, 2023

CITY OF BRUNSWICK - BID NO. 2023-005
GRASS AND WEED MOWING, DEBRIS CLEARING AND BRANCH TRIMMING

Bidder	Rates/hour lot	Cost @ Est. 1000 Hours	Rate/month COP	Total COP Year (7 Mor	Rate/month Paper St.	Total Annual Paper St. (7 Month)	Estimated Annual Total
Existing 2022 Contract							
Always Green Landscaping	$18.00	$18,000.00	$350.00	$2,450.00	$150.00	$1,050.00	**$21,500.00**
2023							
Always Green Landscaping	$40.00	$40,000.00	$700.00	$4,900.00	$400.00	$2,800.00	**$47,700.00**
2024							
Always Green Landscaping	$40.00	$40,000.00	$700.00	$4,900.00	$400.00	$2,800.00	**$47,700.00**
2025							
Always Green Landscaping	$40.00	$40,000.00	$700.00	$4,900.00	$400.00	$2,800.00	**$47,700.00**

Bid Deposit/Bond Provided
Yes

3 Year Totals **$143,100.00**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 24-2023

BY: Mr. Smith, Mr. Abella, and Mr. Kuczma

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH ALWAYS GREEN LANDSCAPING, LLC TO PROVIDE GRASS/WEED MOWING, DEBRIS CLEAN-UP SERVICES AND BRANCH TRIMMING IN AN ANNUAL AMOUNT NOT TO EXCEED $47,700.00 PURSUANT TO SUBMITTED BID PRICES.

WHEREAS: The City of Brunswick received one (1) bid for the provision of grass/weed mowing, debris clean-up services and branch trimming in accordance with public bidding requirements; and

WHEREAS: The one (1) received public bid was opened on March 21, 2023, with Always Green Landscaping, LLC 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 Always Green Landscaping, LLC, the lowest and best bidder, for the provision of grass/weed mowing, debris clean-up services and branch trimming in an annual amount not to exceed $47,700.00 pursuant to submitted bid prices, subject to annual appropriations by City Council as required by law.

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 as services are required to commence in April of 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________________

Rules Suspended: AYES ____ NAYS ____

ADOPTED: _________________________ AYES ____ NAYS ____

ATTEST: _________________________
Clerk of Council
Laura E. Timura

NOTICE TO LEGISLATIVE AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

82194800010 PERMIT NUMBER / NEW TYPE	SKY MARKET INC 15 PEARL RD BRUNSWICK OH 44212
ISSUE DATE	
02 15 2023 FILING DATE	
C1 C2 PERMIT CLASSES	
52 022 C D73130 TAX DISTRICT / RECEIPT NO.	

FROM 03/21/2023

PERMIT NUMBER / TYPE	
ISSUE DATE	
FILING DATE	
PERMIT CLASSES	
TAX DISTRICT / RECEIPT NO.	

MAILED 03/21/2023 RESPONSES MUST BE POSTMARKED NO LATER THAN. 04/21/2023

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES C NEW 8219480-0010
(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD ☐ IN OUR COUNTY SEAT. ☐ IN COLUMBUS.

WE DO NOT REQUEST A HEARING. ☐

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature) (Title)- ☐ Clerk of County Commissioner (Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF BRUNSWICK CITY COUNCIL
4095 CENTER RD
BRUNSWICK OHIO 44212