

BRUNSWICK CITY COMMITTEE-OF-THE-WHOLE

Agenda OCTOBER 19, 2015 6:30 PM

1. Discussion Items
 - (a) Discussion of the JEDD (Ron Falconi)
2. Motion Items
 - (a) Motion for the City Manager/Safety Director to authorize the purchase of four (4) new garage doors from Barcol Door of Cleveland for the Service Department garage.
 - (b) Motion to approve FEMA Blue Card Training grant funds.
 - (c) Motion authorizing the City Manager to enter into a purchase agreement with Brunswick Auto Mart for a 2016 Patriot Sport 4x4 for the Building Department at a cost not to exceed \$23,500.
 - (d) Motion to authorize the City Administration to obtain bids/proposals for BTA Services.
3. Review Legislation
 - (a) **RES. NO. 87-15** - An emergency resolution supporting the Anti-Drug Renewal Levy for Medina County Drug Abuse Commission on the November 3, 2015 ballot - **1st Reading** (To be brought from Committee-of-the-Whole, *Mayor Ron Falconi*) - Brian Nowak / Medina County Drug Abuse Commission
 - (b) **RES. NO. 88-15** - A Resolution to renew existing agreement with the Medina County Public Defender Commission to provide Defense Counsel for indigent defendants in Medina Municipal Court for municipal code violations from January 1, 2016 through December 31, 2016 - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/ Kenneth Fisher*)
4. General Discussion
5. Executive Session
 - (a) Motion to go into an Executive Session for the purpose to discuss the sale/purchase of property, and the appointment, employment, dismissal, discipline, demotion or compensation of a public employee.
6. Adjournment

DRAFT
CITY OF BRUNSWICK-BRUNSWICK HILLS TOWNSHIP
JOINT ECONOMIC DEVELOPMENT DISTRICT AND ANNEXATION CONTRACT

This City of Brunswick-Brunswick Hills Township Joint Economic Development District and Annexation Contract (the “Contract”) is made and entered into this ____ day of _____, 20____, by and between the City of Brunswick, Ohio (the “City”) and Brunswick Hills Township (the “Township”) in accordance with the terms and provisions set forth herein.

RECITALS

A) The City and Township (the “Contracting Parties”) intend to enter into this Contract to create and provide for the operation of the City of Brunswick-Brunswick Hills Township Joint Economic Development District in accordance with Sections 715.72 through 715.83 of the Ohio Revised Code for their mutual benefit and for the benefit of their residents and the residents of the State of Ohio (the “State”);

B) The City and Township, also for their mutual benefit and benefit of their residents do also hereby enter into an agreement under Section 709.192 of the Ohio Revised Code relating to certain limits on annexation; and

C) The legislative authorities of the City and Township have each authorized and directed the City and Township, respectively, to make and enter into this Contract by and through their respective officers in accordance with Ordinance No. _____, passed by the City on _____, and Resolution No. _____, adopted by the Board of Township Trustees on _____.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the City and Township agree and bind themselves, their agents, employees and successors as follows:

Section 1: Creation of District; Name. The City and Township, by their combined action evidenced by the execution of this Contract, hereby create a joint economic development district and annexation agreement in accordance with the terms and conditions contained herein. The joint economic development district created by and pursuant to this Contract shall be known as the “City of Brunswick-Brunswick Hills Township Joint Economic Development District” (the “District”). The Board of Directors of the District (the “Board”) may change the name of the District by resolution of the Board.

Section 2: Contracting Parties. The “Contracting Parties” to this Contract are the City of Brunswick, a municipal corporation existing and operating pursuant to the laws of the State, including the Charter of the City, and the Township of Brunswick Hills, Medina County, a township existing and operating pursuant to the laws of the State, and their respective successors, in all or in part.

Section 3: Purpose. The City and Township intend that the creation and operation of the District shall, and it is the purpose of the District, to facilitate economic development to create or preserve jobs and employment opportunities and to improve the economic welfare of the people in the State, the City, the Township and the District.

3.1: Annexation. It is the further purpose of the District and this Contract to place certain limitations on annexation pursuant to Section 11 hereof.

Section 4: Territory of District. The territorial boundaries of the District are described in Exhibits “A-1” and “A-2” attached hereto and incorporated herein by reference. The District shall include all property located within the District as well as a potential expansion area that could be added to the District after the execution of this Contract (hereinafter the “Expansion

Area”), both of which are depicted on Exhibits “A-1” and “A-2”. As property within the Expansion Area is added to the District, the definition of the District shall be and is hereby revised to include such added Expansion Area. The District and the Expansion Area are located entirely within the County of Medina (the “County”) and do not include a “parcel of land”, as defined in Section 715.73(C) of the Revised Code, that is owned in fee by or is leased to another municipal corporation or township not party to this Contract, ~~except, if any, land owned by a Contracting Party.~~

Section 5: Addition and Removal of Areas from District.

5.1: Addition to District. The Contracting Parties may amend this Contract from time to time to add to the District any area that was not originally included in the District when this Contract became effective, in accordance with Section 715.761 of the Ohio Revised Code, as may be amended from time to time. This Contract may be so amended by amending Exhibits “A-1” and “A-2” or by incorporating one or more additional exhibits to this Contract.

5.2: Expansion Area. In general, it is the intent of the Contracting Parties that the District will include as the Expansion Area all land which develops any uses other than residential uses and which is located within such Expansion Areas depicted on the map attached hereto as Exhibit “A-2”. It is further intended by the Contracting Parties that such uses within the Expansion Area shall become part of the District through amendments to this Contract in accordance with Section 715.761 of the Ohio Revised Code, as may be amended from time to time. The Contracting Parties shall endeavor to obtain signed petitions from property owners and owners of businesses within the Expansion Area in order to achieve a majority of each such class of owners sufficient to add areas to the District.

5.2.1: Residential properties and residential developments within the Township and the City shall not be required to join the District unless such residential property is utilized as a home occupation and subject to the Income Tax as described in Section 10 herein.

5.3: Utility Services Within the Expansion Area. At its option, the appropriate governmental service provider shall provide utility services, including potable water and sanitary sewer services, if available and the Contracting Parties shall support any application for such utility services within the District. [The Contracting Parties acknowledge that the City can not require the City of Cleveland and/or Medina County to provide water and/or sanitary sewer services, however, the City shall support any application for the provision of such water and/or sanitary sewer services within the Expansion Area.](#)

5.4: Removal from District. The Contracting Parties may amend this Contract from time to time to remove an area from the District in accordance with the procedure set forth in Section 14 herein.

Section 6: Term.

6.1: Initial Term. The initial term of this Contract shall commence on the effective date of this Contract and shall terminate one hundred (100) years thereafter (the “Initial Term”), unless otherwise terminated prior to that date as provided herein. The effective date of this Contract shall be the thirty-first day after its approval, in accordance with Section 715.77(A)(4) of the Ohio Revised Code.

6.2: Renewal. This Contract may be renewed and extended without further action by the Contracting Parties for an additional one hundred (100) year term (the “Renewal Term”) unless both Contracting Parties, by Ordinance of City Council and Resolution of the Township

Trustees, passed within sixty (60) days of each other, agree not to renew the Contract within six (6) months prior to the termination date of the Initial Term.

6.3: Mutual Termination. This Contract may be terminated at any time by mutual consent of the City and Township as authorized by their respective legislative authorities as provided herein. In order for such termination to be effective, the legislative actions of the Contracting Parties that terminate this Contract must occur and be effective within a period of sixty (60) days of each other.

6.4: Accrual of Benefits. The provision herein for the Initial Term and the Renewal Term of this Contract recognizes that the accrual of benefits to the Contracting Parties may take decades and that the construction of utility facilities and other possible capital improvements provided for herein is of permanent usefulness and duration.

6.5: Optional Termination. Notwithstanding Section 13 hereof, this Contract may also be terminated by the City or the Township if it is determined at any time, for any reason, by a court of competent jurisdiction that: (i) this Contract could not be entered into, cannot be implemented or is invalid; or (ii) the Income Tax provided for in Section 10 hereof is not legal or valid or the District, for any reason, may not levy, collect or distribute the Income Tax in accordance with this Contract. The determination to so terminate this Contract shall be evidenced by a written notice of such termination from the City or the Township pursuant to such final court decision, after termination of all applicable appeal periods. The termination shall occur on the date set forth in the notice. If this Contract is terminated upon the exercise of this option, the Contracting Parties shall have no further obligations under this Contract.

6.6: Distribution of Assets Upon Termination. In the process of termination of this

Contract but prior to final termination, any real or personal property, assets or funds of the District shall be distributed equally between the City and Township. Prior to any such distribution, the District shall first use any such property, assets or funds to pay, reduce or settle any obligations, debts or liabilities of the District in accordance with the terms under which such obligations, debts or liabilities were originally incurred. Obligations of the District include, but are not limited to, obligations of the District to one or more of the Contracting Parties under this Contract or separate agreements for the provision of money, services, facilities, capital improvements or other contributions to the District or otherwise. To the extent permitted by law, obligations of the District to a Contracting Party shall take precedence over all other obligations, debts or liabilities of the District.

6.7: Continuance of Contract; Binding Effect. Pursuant to Section 715.74(D) of the Ohio Revised Code, as may be amended from time to time, this Contract shall continue in existence throughout its term and shall be binding on the Contracting Parties and on any entities succeeding the Contracting Parties, whether by annexation, merger or otherwise. Any portion of the territory of the District not part of a municipal corporation upon the effective date of this Contract that is included within a municipal corporation by annexation, merger or otherwise after the effective date of this Contract shall continue to be part of the District subject to the terms of the Contract and shall continue to be subject to the Income Tax provided for in Section 10 hereof.

Section 7: Contributions to the District/Other Services.

In accordance with Section 715.74 of the Ohio Revised Code, the City and the Township each agree to contribute to the development and operation of the District.

7.1: Safety Services. The City and Township shall retain all mutual aid agreements in place on the effective date of this Contract, if any, until expiration, or beyond if the parties thereafter agree. The level of safety services within the District shall be the same as within the Township.

7.2: Road Construction; Maintenance. The Township shall not be compelled to construct roadways within the District. However, the Township agrees to maintain new Township roadways constructed within the District after construction and transfer of the same under the following terms and conditions:

7.2.1: The roadway has been constructed in accordance with applicable standards and specifications and has been transferred to the Township for ownership and maintenance purposes;

7.2.2: The Township may, at its discretion, decline to accept any such roadway for maintenance purposes, [unless such roadway becomes a Township road](#); and

7.2.3: The Township agrees to perform the following maintenance on such roadways which are accepted by it:

- (1) Maintenance of traffic control devices, including, but not limited to, signs and signals other than railroad crossings, installed per applicable development standards;
- (2) Clearing snow and ice from streets and roads;
- (3) Salting or in some other way de-icing streets and roads;
- (4) Pavement maintenance, including, but not limited to, berm and shoulder repair, crack sealing, pothole repair, resurfacing (defined

as replacing two inches or less of surface pavement), chip and seal resurfacing or its equivalent, stripeing, setting reflective safety devices in pavement when required by state guidelines and any other fixing of pavement generally regarded by political subdivisions, including the Ohio Department of Transportation, as pavement maintenance;

- (5) Road right-of-way maintenance, including, but not limited to, repairing or replacing turf, mowing grass, cleaning up trash and litter, cleaning and fixing drainage ditches and storm water retention areas within the roadway right-of-ways, repairing and replacing guardrails and any other cleaning and fixing of roadway right-of-ways generally regarded by political subdivisions, including the Ohio Department of Transportation, as roadway right-of-way maintenance;
- (6) All roadways as defined above which the Township is required to maintain shall count as Township roads for road tax purposes and gas tax distribution due to the Township's obligation to maintain those roadways;
- (7) For purposes of this Contract, the term "reconstruction" does not mean asphalt overlay of more than two (2) inches and does not include reconstruction of the road base and road drainage facilities. Said reconstruction shall be paid for and performed pursuant to the

mutual agreement of the Contracting Parties at that time, provided, however, that none of the Contracting Parties shall be obligated to contribute to the same.

7.3: Other Services.

7.3.1: Utility Services Within the District. At its option, the appropriate governmental service provider shall provide utility services, including potable water and sanitary sewer services, if available, without annexation to the City. The Contracting Parties shall support any such application for utility services with the District. [The Contracting Parties acknowledge that the City can not require the City of Cleveland and/or Medina County to provide water and/or sanitary sewer services, however, the City shall support any application for the provision of such water and/or sanitary sewer services within the District.](#)

7.3.1.1: Other Obligations of the Parties.

- (a) The City, at its discretion, may provide services to assist the District with planning, marketing, promotion and related activities to facilitate economic development in the District. The City and Township may provide secretarial services and other staffing as each Contracting Party determines, in its sole discretion, at no cost to the District. In addition, the Board may contract for such services with either or both of the Contracting Parties on such terms as the Board and the respective Contracting Parties may agree. However, the District may not enter into a contract with one of the Contracting Parties without the written consent of the other

Contracting Party.

- (b) For the term of this Contract, but only so long and to the extent to which the area within the District is not located with a municipal corporation (hereinafter “unincorporated area”), the Township shall provide the same services to the unincorporated areas of the District that it provides to other unincorporated areas of the Township, including, but not limited to, police and fire protection services, as well as zoning services.
- (c) The City and Township shall prepare, or cause to be prepared, all documents of the City and Township relating to the formation of the District, including, but not limited to, this Contract, notices, forms of City, Township, County and District legislation and election proceedings, if any.
- (d) Further, the Contracting Parties may, but are not required to, make other financial contributions to the District. The Contracting Parties shall cooperate with the Board in obtaining financial assistance, both public and private, for economic development projects, but shall not be required to assume any financial obligation in doing so. Additionally, neither the City nor the Township shall be obligated to make expenditures pursuant to this Contract in excess of the Distributable Revenues, as defined in Section 10.1 herein, derived from this Contract without their

written consent.

Section 8: Board of Directors.

8.1: Establishment. The Board of Directors shall be established in accordance with Section 715.78(A) of the Ohio Revised Code. If there are businesses located and persons working within the area or areas to be included in the District, the Board shall be composed of the following members:

- (a) one member representing the City, to be appointed by the Mayor with the approval of City Council;
- (b) one member representing the Township, to be appointed by the Township Trustees;
- (c) one member representing the owners of businesses located in the District, to be appointed by the Township Trustees for the initial appointment and for each succeeding appointment thereafter;
- (d) one member representing the persons working within the District, to be appointed by the Mayor with the approval of City Council for the initial appointment and for each succeeding appointment thereafter; and
- (e) one member selected by the above-described other Board members.

8.2: Alternative Establishment. If there are not businesses located or persons working within the area or areas to be included in the District, the Board shall be composed of the members as set forth in Section 8.1(a), (b) and (e). If the Board is originally composed of the members as set forth in Section 8.1(a), (b) and (e), and, subsequently, one or more businesses are located or persons begin working in the District, the Board shall be increased to five (5)

members within sixty (60) days of the location of such businesses by the appointment of the members as set forth in Section 8.1(c) and (d) in accordance with the procedure for such appointments as set forth above.

8.3: Terms; Compensation; Expenses. The terms of service of each member shall be established in accordance with Section 715.78(A) of the Ohio Revised Code. The members of the Board shall serve without compensation. Necessary and authorized expenses incurred by members on behalf of the District shall be reimbursed from District funds in accordance with the procedure established by the Board. Each member shall attend all meetings unless excused by action of the other members. A member who is absent without being excused from three (3) consecutive meetings shall be deemed to have resigned as a member of the Board. In the event of the death, disqualification, removal or resignation of any member of the Board, a new member shall be appointed in the same manner as set forth above to serve as a successor for the unexpired term of such member.

8.4: Removal. A member of the Board may be removed by the appointing party for “cause”, which shall mean: “willfully failing to perform a duty expressly imposed by this Contract or by law with respect to his or her office; or willfully performing any act forbidden by law with respect to his or her office; or failing to achieve the faithful, efficient and intelligent administration of his or her duties as required by this Contract or by law; or engaging in conduct unbecoming to such office.” Removal shall be effective upon receipt of written notice of removal and the reasons therefore by the Board member being removed.

8.5: Board Officers. The Chairperson of the Board shall be the Board member selected pursuant to Section 8.1(e) herein. The Board shall elect the following officers, who along with

the Chairperson shall constitute the “Officers” of the Board, from among its members: a Vice Chairperson, a Secretary and a Treasurer. The Officers, except the Chairperson, shall be elected at the first meeting of the Board and thereafter every year for a one-year term and shall serve until their respective successors take office. The Board shall establish a procedure for conducting those elections. The Officers shall perform such duties as provided herein and such additional duties as may be provided from time to time by the Board.

Section 9: Powers; Duties; Functions.

9.1: Meetings. The Board shall meet at least once each calendar year, or more frequently as the Board may determine necessary, on a date determined by the Board, provided that the first meeting of the Board shall be within ninety (90) days after the effective date of this Contract on a date agreed to by the Contracting Parties. The Board shall adopt procedures for holding and conducting regular and special meetings. The Board shall establish a mailing address and shall hold its meetings within the City or Township at whatever location is determined by the Board from time to time.

9.2: Quorum; Voting. For the purpose of conducting a Board meeting, the attendance of at least a majority of the members shall be required and shall constitute a quorum. The Board shall act through resolutions adopted by the Board. A resolution must receive the affirmative vote of at least a majority of members of the Board present at the meeting to be adopted. A resolution adopted by the Board shall be immediately effective unless otherwise provided in that resolution or by Sections 715.72 through 715.83 of the Ohio Revised Code, as may be amended from time to time.

9.3: Bylaws. The Board may adopt “Bylaws” for the regulation of the affairs of the

Board and the conduct of the business of the Board consistent with this Contract. The Bylaws may be amended or supplemented from time to time by the Board.

9.4: Presiding Member; Special Meetings. The Chairperson shall preside over and conduct the meetings of the Board in accordance with its Bylaws or other procedures adopted by the Board. The Chairperson may call special meetings of the Board by giving notice of such meeting, as provided by the Bylaws, to each member. A majority of the members of the Board may also call a special meeting providing the same notice.

9.5: Absence of Chairperson. The Vice Chairperson shall act as Chairperson in the temporary absence, incapacity, resignation or removal of the Chairperson.

9.6: Secretary. The Secretary shall be the records officer of the Board and shall have those duties as set forth in the Bylaws.

9.7: Treasurer. The Treasurer shall be the fiscal officer of the Board and shall have those duties as set forth in the Bylaws.

9.8: Signatory Authority; Bond. The Bylaws shall designate those Officers who may sign documents on behalf of the Board and those Officers who are required to obtain a fiduciary bond in connection with their duties to the District.

9.9: Budget. The Board shall adopt an annual budget for the District. The fiscal year of the District shall be the same as the fiscal year of the City. The budget shall estimate the revenues of the District and expenses of the District. The Board shall provide a copy of the annual budget to the Contracting Parties promptly after its adoption. The Board shall establish an appropriations procedure to provide for payment of the expenses of the District and the distribution of Distributable Revenues, as defined in Section 10.1 herein, pursuant to and

consistent with this Contract.

9.10: Authorized Actions. The Board is authorized to take such necessary and appropriate actions, or establish such programs, to facilitate economic development in the District in accordance with the purposes of this Contract and the funds appropriated or available for such actions or programs.

9.11: Employment. The Board may employ such persons and/or entities as necessary for the administration of the District. All costs of employment, including, but not limited to, compensation, salaries, benefits, taxes and insurance shall be paid from the Distributable Revenues, as defined in Section 10.1 herein, of the District pursuant to this Contract. Neither Contracting Party shall be the employer not have any responsibility or liability for any costs of employment or any other costs, expenses or liabilities arising from such employment.

9.12: Income Tax. This Contract grants the Board the power and authority to adopt a resolution to levy a payroll Income Tax within the District in accordance with Section 715.74 of the Ohio Revised Code and Section 10 hereof.

9.13: Necessary and Convenient Powers. The Board is authorized to do any and all acts and things necessary or convenient to carry out the powers granted in this Contract.

9.14: City Ordinances. No City ordinances, resolutions, rules and regulations, codes or other requirements shall apply to or affect properties within the District, except those which are necessary to levy and collect the Income Tax contemplated herein. However, if the Contracting Parties jointly agree in writing hereafter, such other City ordinances, resolutions, rules and regulations, codes or other requirements may apply within the District or Expansion Area.

9.15: Township Powers. In accordance with Section 715.81 of the Ohio Revised Code,

as may be amended from time to time, the Township may exercise all of the powers of a township and may perform all of the functions and duties of a township within the District, including, but not limited to, those powers, functions and duties set forth elsewhere in this Contract, as well as such others that are determined by the Township to be necessary to carry out the purposes of this Contract, all of which shall be deemed to be pursuant to and consistent with this Contract.

Section 10: Income Tax.

10.1: Levy. The Board at its first meeting shall adopt a resolution to levy an Income Tax, including a payroll Income Tax, at a rate of 1.85% in the District in accordance with Section 715.74 of the Ohio Revised Code. The Income Tax shall go into effect immediately upon adoption of such resolution. The rate of the Income Tax shall change from time to time so that it is equal to the highest rate of the municipal income tax levied by the City. The revenues of the Income Tax shall be used for the purposes of the District and the Contracting Parties to this Contract. All amounts received pursuant to the levy of said Income Tax shall be called “Distributable Revenue”.

10.2: Adoption of City Income Tax Legislation; Applicability of Income Tax. The Board shall adopt, by resolution, all of the provisions of the payroll Income Tax legislation of the City, as that legislation may be amended from time to time, as applicable to the District payroll Income Tax. The Income Tax levied by the Board pursuant to this Contract and Section 715.74 of the Ohio Revised Code shall apply in the entire District throughout the term of this Contract and any renewal term of the Contract notwithstanding that all or a portion of the District becomes subject to annexation, merger or incorporation.

10.3: Income Tax Administration; Collection; Enforcement. The Board, at its sole cost and expense, shall enter into an agreement with the City to administer, collect and enforce the Income Tax on behalf of the District (the “Tax Agreement”). Such Tax Agreement shall permit the City to enforce and collect such taxes or hire or contract with another entity to enforce and collect such taxes within the District and withhold certain fees for performing such services.

10.4: Distribution of Distributable Revenues. The Distributable Revenues shall be divided between the City (40%), the Township (40%) and the District (20%) on a monthly basis. However, prior to any said distribution of the Distributable Revenues, the following items shall be paid first, and in the following order of priority:

- (a) After the conclusion of the first year, and for each year thereafter, the City shall receive such percentage of said Distributable Revenue as is necessary to compensate the City so that it receives one hundred percent (100%) of all Income Tax revenue which it would have received from residents of the City working within the District as if the District did not exist. This shall be known as the “Subsequent Made Whole Amounts” (hereinafter “SMWA”).
- (b) The SMWA shall be computed monthly, paid monthly, and adjusted quarterly by the City, or its designee, as a requirement of the Tax Agreement. Adjustments shall be based upon changes of the residency of persons living in the City but working within the District. All information utilized to compute said amount by the City, or its designee, shall be supplied in an original report provided by the City’s income tax collecting agency to the Township Fiscal Officer along with the Township’s share of the Distributable Revenue. The City may supplement, but

may not modify, such original report.

- (1) In the event that the Township Fiscal Officer disputes any such computation, which must be asserted in writing within thirty (30) days after receipt by the Township of said original report, the Contracting Parties shall meet and resolve any such disputes within thirty (30) days. In the event that the Contracting Parties cannot resolve said dispute, then the Contracting Parties shall submit to mediation pursuant to Section 13 hereof, except said mediation shall be binding.
- (2) Payment of the SMWA shall automatically terminate upon the date that the Distributable Revenues allocated to the City exceed the SMWA (the “SMWA Termination Date”). Payment of the SMWA shall be automatically renewed upon the date that the Distributable Revenues allocated to the City do not meet the SMWA.

(c) After payment of the SMWA, the Board shall then pay reimbursement to the City and Township for District start up costs, including attorney fees and other costs, upon presentation of an invoice approved by the Board, which approval shall not be unreasonably withheld.

(d) After payment of said start up and other costs, pursuant to Section 715.74(C)(3) of the Ohio Revised Code, the District shall annually set aside from the Distributable Revenue an amount not to exceed twenty percent (20%) (the “District Maintenance Amount”) for long-term maintenance of the District. The maximum District Maintenance Amount may only be increased with the joint agreement of the Contracting Parties. Long-term maintenance of the District shall mean providing for the administration of the District, which shall include, but is not limited to,

the administration and collection of the District Income Tax. The Board shall use its revenues to meet the current obligations of the District, including, but not limited to, obligations of the District to one or more of the Contracting Parties under this Contract or under separate agreements for the provision of money, services, facilities, capital improvements or other contributions to the District, in accordance with the terms under which such obligations, debts or liabilities were originally incurred. The Board shall not be permitted to enter into any agreement with a Contracting Party without the written consent of the other Contracting Party. To the extent permitted by law, obligations of the District to a Contracting Party shall take precedence over all other obligations, debts or liabilities of the District.

10.5: Audits. It is further agreed by the Contracting Parties that the City and the Township shall have the option, from time to time, to conduct an audit to determine whether on a continuing basis, the Distributable Revenues received by the City continue to exceed the SMWA.

10.6: Use of Distributable Revenues. The Distributable Revenues may be used by the District, the City and the Township to encourage and promote economic development in the District and/or in the City and/or in the Township, including, but not limited to, maintaining and improving infrastructure facilities of the District and the Contracting Parties (including paying debt charges related thereto), providing safety and health services within the District and within the City and Township, providing urban and economic development planning, engineering, counseling, consulting, marketing and financing services for the District and Contracting Parties, and generally improving the environment for those working and residing in the District and in the City and Township. Notwithstanding the above, the Contracting Parties may allocate their

share of Distributable Revenues in any manner and for any purpose permitted by law. However, notwithstanding the above, all expenditures by the District must be directly related to improvements for or within the District.

10.7: Quarterly Report. The Treasurer of the District shall make a quarterly report to the Board regarding the receipt and distribution of the Income Tax of the District and the operating income and expenses of the District for the preceding quarter and projections for the next quarter. The Treasurer's report shall be provided to the Contracting Parties.

Section 11: Annexation. In accordance with Section 715.79(B) and Section 709.192 of the Ohio Revised Code, the City shall not annex any territory or accept any territory being annexed from within the District or Expansion Area during the term of this Contract without the written consent of the Township. In addition, the City agrees that it will not support petitions for annexation by any other municipal corporation of property in the District or Expansion Area during the term of this Contract. Further, both parties pledge and agree to use best efforts and exercise all reasonable means available, including litigation, to prevent annexation of any territory in the District or Expansion Area during the term of this Contract. The cost of such efforts shall be shared equally by the Contracting Parties.

Section 12: Zoning; Planning; Building Standards. The Township shall be the zoning and planning authority for the District. The Township agrees to consider rezoning any property to a non-residential classification as necessary to add the property to the District. The Township agrees to establish and maintain, to the extent permitted by law, the zoning of such property as non-residential. Medina County shall be the building permit issuing authority for the District. The provisions of this Section 12 constitute an agreement by the Contracting Parties pursuant to

Section 715.80 of the Ohio Revised Code, provided that the City and Township may enter into additional agreements in accordance with Section 715.80 of the Ohio Revised Code.

Section 13: Defaults and Remedies. A failure to comply with the terms of this Contract shall constitute a default hereunder. In the event of default, the Contracting Party in default shall have sixty (60) days after receiving written notice from the other Contracting Party to cure the default. As long as either Contracting Party diligently pursues such cure, then such Contracting Party shall not be considered in default for one (1) year after receipt of such notice. If the default is not cured within that time period, the non-defaulting Contracting Party may initiate any and all legal proceedings for specific performance under this Contract or for actual damages or both. Other than as provided in Section 6 hereof, this Contract may not be cancelled or terminated because of a default unless the City and Township agree to such cancellation or termination as authorized by each respective legislative authority.

In the event that the City and Township have a dispute under this Contract, whether related to breach of or default under this Contract by a Contracting Party or otherwise, and prior to filing any legal proceeding in connection with such dispute, the Contracting Parties and the District shall participate in formal mediation (the "Mediation") for a period of ninety (90) days or more if so determined by the Contracting Parties and the District in writing. The Mediation shall be conducted by utilizing a mediator selected from a list of attorneys trained in mediation by the Medina County Bar Association. In the event that such mediation period would prevent a party from taking necessary action for injunctive relief to prevent an immediate risk of irreparable harm or to preserve rights that may otherwise be extinguished by an applicable statute of limitations, then the party may make such court filings as are necessary to preserve the status

quo during mediation, after which the mediation period shall immediately commence.

Section 14: Amendments. In addition to the amendments provided for in Section 5 hereto, this Contract may be amended by the City and Township only in a writing approved by the respective legislative authorities of each of the Contracting Parties pursuant to appropriate legislation authorizing such amendment. In order for such amendment to be effective, the legislative actions of the Contracting Parties to amend this Contract must occur and be effective within a period of sixty (60) days of each other.

Section 15: Binding Effect; Mandamus. This Contract shall inure to the benefit of and shall be binding upon the District, the City and the Township and their respective permitted successors, subject, however, to the specific provisions hereof. This Contract shall not inure to the benefit of anyone other than as provided in the immediately preceding sentence. All of the obligations and duties of the Board, the District, the City and the Township under this Contract are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the Board, the District, the City and the Township within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 16: Support of Contract. The City and Township agree to cooperate with each other and to use their best efforts to do all things necessary for the creation and continued operation of the District, including, but not limited to, promoting the approval by the electors of the Township of the resolution authorizing this Contract, if necessary. In the event that this Contract or any of its terms, conditions or provisions is challenged by any third party or parties in a court of law, the City and Township agree to cooperate with one another and to use their best efforts in defending this Contract with the objective of upholding this Contract. The City and

Township shall each bear its own costs and expenses in any such proceeding challenging this Contract or any term, condition or provision thereof, provided that the Board shall reimburse the City and Township for such costs to the extent such funds of the District are available. In the event that District funds are not available and appropriated therefore, the costs of any such proceeding shall be equally allocated between the Contracting Parties.

Section 17: Cooperation. The Contracting Parties agree to cooperate with one another and to use their best efforts in the implementation of this Contract and to execute or cause to be executed, in a timely manner, all other necessary instruments and documents and to take any and all actions in order to effectuate the purposes of this Contract.

Section 18: Severability. In the event that any section, paragraph or provision of this Contract, or any covenant, agreement, obligation or action, or part thereof, made, assumed, entered into or taken, or any application thereof, is held to be illegal or invalid for any reason:

- (a) that illegality or invalidity shall not affect the remainder hereof or thereof, any other section or provision hereof, or any other covenant, agreement, obligation or action, or part thereof made, assumed, entered into or taken, all of which shall be construed and enforced as if the illegal or invalid portion were not contained herein or therein;
- (b) the illegality or invalidity or any application hereof or thereof shall not affect any legal and valid application hereof and thereof; and
- (c) each section, paragraph, provision, covenant, agreement, obligation or action, or part thereof, shall be deemed effective, operative, made, assumed, entered into or taken in the manner and to the full extent permitted by law.

Section 19: Governing Law. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Ohio, and in particular, Sections 715.72 through 715.83 and Section 709.192 of the Ohio Revised Code. In the event that Sections 715.72 through 715.83 or Section 709.192 of the Ohio Revised Code are amended or supplemented by the enactment of a new section or sections of the Ohio Revised Code relating to joint economic development districts or annexation agreements, the Contracting Parties shall be bound by the provisions of Sections 715.72 through 715.83 and Section 709.192 of the Ohio Revised Code existing on the effective date of this Contract unless otherwise stated herein or unless both Contracting Parties agree in writing to be bound by Sections 715.72 through 715.83 and Section 709.192 of the Ohio Revised Code, as amended or supplemented, to the extent permitted by law. Nothing in this Contract shall limit the ability of the District, the City or the Township to aggregate to acquire preferential rates for cable, telephone, gas, electric or other utility services.

Section 20: Miscellaneous. The captions and headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections hereof. When using the phrase “to the extent permitted by law” herein, “law” means statutes of the State of Ohio as interpreted by the courts of the State of Ohio or the federal courts.

Section 21: Tax Abatement; Exemptions; Incentives; TIFs. No tax abatements, tax exemptions, tax incentives or TIFs shall be granted on property within the District without the written consent of both Contracting Parties.

[SIGNATURE PAGE TO IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, the City of Brunswick and Brunswick Hills Township have caused this Contract to be duly executed in their respective names by their duly authorized officers as of the dates indicated below.

CITY OF BRUNSWICK

BRUNSWICK HILLS TOWNSHIP

CITY MANAGER/SAFETY DIRECTOR

TRUSTEE-CHAIRPERSON

By:_____

By:_____

Date:_____

Date:_____

TRUSTEE-VICE CHAIRPERSON

By:_____

Date:_____

TRUSTEE

By:_____

Date:_____

Approved as to form:

Approved as to form:

KENNETH J. FISHER, LAW DIRECTOR

ATTORNEY, BRUNSWICK HILLS
TOWNSHIP

By:_____

THE CITY OF BRUNSWICK
PROPOSED MOTION



DATE: 10/19/2015

TO: Vice Mayor Vince Carl and Members of City Council

FROM: Anthony J. Bales, City Manager
Pat McNamara, Director

COPY: Mayor Ron Falconi

MOTION: Motion for the City Manager/Safety Director to authorize the purchase of four (4) new garage doors from Barcol Door of Cleveland for the Service Department garage.

BACKGROUND: This project is partially funded through a Northeast Ohio Public Energy Council (NOPEC) energy efficiency grant. The NOPEC eligible amount \$11,824.06. The non-grant portion is funded through the Capital Improvement Fund at \$11,230.94.

On April 11, 2011 the City of Brunswick was awarded a grant from Northeast Ohio Public Energy Council in the amount of \$234,870.00 to be used for six (6) different energy conservation programs under the Powering Our Communities Program. (Resolution Number 23-11)

See purpose and explanation for more details on project.

PURPOSE AND EXPLANATION: Needed replacement of the aged and worn out garage doors at the Service Department, including material and labor at a cost of \$22,495. The Service Department is also requesting 16 additional garage door openers at \$35 a piece for an additional amount of \$560. For a total of \$23,055.

IMPLEMENTATION SCHEDULE: If approved by COW on 10/19/2015, the purchase and ordering process will commence soon thereafter.

FINANCIAL INFORMATION: Barcol Door of Cleveland - 10/19/2015 - NOPEC Grant Fund - 336-2010-56869 - 2015-142 - 11824.06
Barcol Door of Cleveland - 10/19/2015 - Building/Property Improvement Fund - 300-0522-56250 - 2015-142 - 11230.94

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

**ADDITIONAL
INFORMATION:**



BARCOL DOOR of CLEVELAND
3815 Brookpark Road
Cleveland, Ohio 44134
(216) 749-1750 • FAX (216) 749-7522

Proposal
SPECIFICATIONS AND ESTIMATE

Quote No. 17516

Page No. 1

PROPOSAL SUBMITTED TO
CITY OF BRUNSWICK SERVICE DEPARTMENT

CONTACT

MR. RYAN LUTZ

BILLING ADDRESS

1238 WEST 130TH STREET

BRUNSWICK OH 44212

BILLING PHONE
330-558-6804

JOB NAME & LOCATION
SERVICE GARAGE

BRUNSWICK OH 44212

JOB PHONE FAX
330-350-2721 330-225-9397

DATE
9/30/2015

Description of work to be performed:

WE ARE PLEASED TO QUOTE TO REMOVE AND HAUL FOUR EXISTING DOOR SYSTEMS. ALSO TO FURNISH AND INSTALL ONE 24'2" X 14'0" X 2" (MECHANICS DOOR), TWO 16'2" X 14'0" X 2" (EAST AND WEST DOORS) AND ONE 12'2" X 14'0" X 2" (NORTHWEST WASH BAY DOOR) AMARR MODEL 2700 INSULATED STEEL DOORS.

INCLUDING:

PREFINISHED SECTIONS - WHITE - R-VALUE 19.4
ONE ROW OF 24" X 12" X 1/2" INSULATED WINDOW INSERTS LOCATED ON FOURTH DOOR SECTION
24'2" WIDE DOOR TO HAVE SIX WINDOWS - 16'2" WIDE DOORS TO HAVE FOUR WINDOWS - 12'2" WIDE DOOR TO HAVE THREE WINDOWS

UPGRADED 3" HEAVY DUTY HARDWARE ON ALL DOORS

UPGRADED DOUBLE END STILES ON 24'2" X 14'0" DOOR SYSTEM
STANDARD LIFT AND HIGH LIFT TRACKS AS REQUIRED TO MATCH EXISTING
TORSION SPRINGS WITH SOLID TORSION SHAFTS
FULL REINFORCEMENT

FULL WEATHER SEAL AS REQUIRED

WE WILL ALSO FURNISH AND INSTALL ONE NEW LIFTMASTER MODEL H5011-L5 SIDE MOUNT DOOR OPERATOR ON 24'2" X 14'0" DOOR, THREE NEW LIFTMASTER MODEL T5011-L5 TROLLEY DOOR OPERATORS ON NORTHWEST WASH BAY DOOR, EAST DOOR AND WEST DOOR.

INCLUDING:

1/2 H.P. MOTORS - 115 VOLT - SINGLE PHASE - 24 VOLT SECONDARY CONTROLS - FOUR NEMA ONE THREE BUTTON STATIONS - FOUR LIGHT DUTY PHOTO
ELECTRIC SAFETY SYSTEMS - MANUAL RELEASE DEVICES AS REQUIRED

MATERIAL AND LABOR
\$22,495.00

OPTIONS:

ADD \$1,295.00 FOR **UPGRADED** 50,000 CYCLE TORSION SPRINGS ON ALL DOORS
ADD \$650.00 FOR **UPGRADED** DOUBLE END STILES ON EAST DOOR, WEST DOOR AND NORTHWEST WASH BAY DOOR
ADD \$695.00 FOR A **UPGRADED** DAMP ENVIRONMENT MODIFICATION FOR NORTHWEST WASH BAY DOOR OPERATOR ONLY
ADD \$295.00 PER NEW OPERATOR SYSTEM FOR **UPGRADED** NEMA FOUR PHOTO EYE SYSTEMS
ADD \$425.00 FOR **UPGRADED** STAINLESS STEEL CABLE ASSEMBLIES AND 3" SUPREME ROLLERS ON WASH BAY DOOR ONLY
ADD \$625.00 FOR **UPGRADED** STAINLESS STEEL HINGES, BOTTOM BRACKETS AND TOP FIXTURES ON WASH BAY DOOR ONLY

NOTE: ABOVE PRICE DOES NOT INCLUDE ANY FINISH PAINTING OR ALUMINUM TRIM WORK IF REQUIRED. WE CANNOT GUARANTEE DOORS TO SEAL ON BOTTOM IF FLOOR IS NOT LEVEL. WE WILL RECONNECT EXISTING POWER SOURCE TO NEW DOOR OPERATOR SYSTEMS AS REQUIRED. HOWEVER, WE WILL NOT RUN NEW CONDUIT OR WIRING IF REQUIRED. OPTIONAL GLAZING IS AVAILABLE. ABOVE DOORS ARE A HIGH R-VALUE. LOWER R-VALUE DOORS ARE AVAILABLE.

PLEASE CALL IF YOU HAVE ANY QUESTIONS IN REGARDS TO THIS QUOTE.

WE APPRECIATE AND THANK YOU FOR THE OPPORTUNITY TO QUOTE!

"HAVE A GREAT DAY!"

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

SEE ABOVE

dollars **SEE ABOVE**

Payment to be made as follows:

2% 10 DAYS / NET 30 DAYS

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. All prices are based upon final field inspection.

Signature **WAYNE M. OPET**

Note: This proposal may be withdrawn by the company if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance: _____ Signature _____

CITY OF BRUNSWICK, OHIO
RESOLUTION NUMBER 23-11

By: Committee-of-the-Whole

AN EMERGENCY RESOLUTION ACCEPTING THE GRANT AWARD FROM THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) FOR THE POWERING OUR COMMUNITIES PROGRAM

WHEREAS: The City of Brunswick has been awarded a grant from Northeast Ohio Public Energy Council in the amount of \$234,870.00 to be used for six (6) different energy conservation programs under the Powering Our Communities Program; and

WHEREAS: The six (6) different energy conservation programs authorized through this Program are: 1) Heating Units replacement in the Service Garage; 2) light fixtures in the City's Cable Studio; 3) lighting and exit signs in the Recreation Center; 4) two (2) HVAC units in the Police Department; 5) roof coating at the Police Department; and 6) six (6) HVAC units at the Recreation Center; and

WHEREAS: The Council of the City of Brunswick desires to support the energy conservation programs; and

WHEREAS: The Powering Our Communities Program does not require any City matching or local funds for this Program.

THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:

SECTION 1: That the City Manager is hereby authorized to execute any and all necessary Powering Our Communities grant documents with the Northeast Ohio Public Energy Council (NOPEC).

SECTION 2: That the Finance Director is also authorized to issue warrant(s) for payment(s) in an amount not to exceed \$234,870.00 for the grant purposes as approved by the Northeast Ohio Public Energy Council and authorized within the grant guidelines submitted by the City.

SECTION 3: That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety, or welfare, and providing for the usual daily operation of the municipality and for the additional reason that Council must accept the grant funds as the Program period started in February 2011. 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 March 14, 2011
2nd Reading March 28, 2011
3rd Reading April 11, 2011

THE CITY OF BRUNSWICK
PROPOSED MOTION



DATE: 10/19/2015

TO: Vice Mayor Vince Carl and Members of City Council

FROM: Anthony J. Bales, City Manager
Jim Baird, Fire Chief

COPY: Mayor Ron Falconi

MOTION: Motion to approve FEMA Blue Card Training grant funds.

BACKGROUND: A motion to spend the remaining FEMA grant money to complete the blue card fire command program. This is pending final grant approval, including a grant extension from the grantor.

PURPOSE AND EXPLANATION: In 2014 we received a FEMA grant to provide fire ground command training for the entire department. This training came in the form of Blue Card Training which is an online and practical program. We have completed the online portion and are getting ready to initiate the practical portion of the training. This will be done by the Medina Township Fire Department which has certified instructors for this training. Approval of this motion will allow us to go forward with this training.

IMPLEMENTATION SCHEDULE: Immediate upon formal grant approval and grant extension from the Grantor

FINANCIAL INFORMATION: Blue Card Training / FEMA grant funds - 10/19/2015 - 90% FEMA = \$8604.00 10% Match = \$956.00
- 90% FEMA = Line 111-0522-56251 10% Match = Line 115-0510-53238 - Blue Card Training practical portion. - 9560

FINANCIAL SUMMARY: The money for this project is in the approved budget as funding received from FEMA. It is a 90% grant with a 10% local match. PO/Motion is contingent upon both the grant approval and grant extension to be received from the Grantor. The Assistant Fire Chief, grant coordinator for this grant, is currently working to obtain this information

RECOMMENDED ACTION: Not applicable

ADDITIONAL

INFORMATION:

THE CITY OF BRUNSWICK

PROPOSED MOTION



DATE: 10/19/2015

TO: Vice Mayor Vince Carl and Members of City Council

FROM: Anthony J. Bales, City Manager
Grant Aungst, Community and Economic Development Director

COPY: Mayor Ron Falconi

MOTION: Motion authorizing the City Manager to enter into a purchase agreement with Brunswick Auto Mart for a 2016 Patriot Sport 4x4 for the Building Department at a cost not to exceed \$23,500.

BACKGROUND: The Building Department is in need of replacing an older service vehicle. This replacement was included in the 2015 budget. A quote has been obtained from Brunswick Auto Mart for a 2016 Patriot Sport 4x4 at a cost under the state bid.

PURPOSE AND EXPLANATION: With approval of this purchase, the Jeep Patriot will be used by Building Department staff and an older service vehicle will be removed from the Building Department rotation and used by the Parks Department.

IMPLEMENTATION SCHEDULE: Anticipate initiating the purchase following approval by motion by City Council.

FINANCIAL INFORMATION: -- \$23,500 - 908-0430-56252 --

FINANCIAL SUMMARY: Not to exceed \$23,500

RECOMMENDED ACTION:

ADDITIONAL INFORMATION:

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 10/19/2015

TO: Vice Mayor Vince Carl and Members of City Council

FROM: Anthony J. Bales, City Manager

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 87-15** - An emergency resolution supporting the Anti-Drug Renewal Levy for Medina County Drug Abuse Commission on the November 3, 2015 ballot - **1st Reading** (To be brought from Committee-of-the-Whole, *Mayor Ron Falconi*) - Brian Nowak / Medina County Drug Abuse Commission

BACKGROUND: Medina County Drug Abuse has an Anti-Drug Levy Renewal on the November 3, 2015 ballot which includes no new taxes. The Mayor and Council wish to publicly support this levy to keep our communities safe, keeping kids healthy and drug-free, to prevent drug abuse preserving the environment and to support drug treatment.

PURPOSE AND EXPLANATION: Needs to be adopted before the Nov. 3 Election.

IMPLEMENTATION SCHEDULE:

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

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

If emergency or suspension of the rules, why the request?
Emergency as it has to be adopted before the November 3, 2015 election.
Two Readings

ADDITIONAL

INFORMATION:

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 87-15

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION IN SUPPORT OF THE ANTI-DRUG
RENEWAL LEVY FOR THE MEDINA COUNTY DRUG ABUSE
COMMISSION ON THE NOVEMBER 3, 2015 BALLOT.

WHEREAS: The Medina County Drug Abuse Commission has an Anti-Drug Levy Renewal on the November 3, 2015 ballot, which includes no new taxes; and

WHEREAS: The Mayor and this Council wish to publicly support this Levy to keep our communities safe, keep children healthy and drug free, to prevent drug abuse and to support drug treatment.

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

SECTION 1: This Council does hereby declare its support of the Anti-Drug Renewal Levy for the Medina County Drug Abuse Commission on the November 3, 2015 election ballot.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, welfare, and safety and for the additional reason that this Resolution be in effect prior to the November 3, 2015 election. Therefore, the same shall be in full force from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st reading _____

2nd reading _____

RULES SUSPENDED: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____

Clerk of Council
Barbara J. Ortiz, CMC

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 10/19/2015

TO: Vice Mayor Vince Carl and Members of City Council

FROM: Anthony J. Bales, City Manager
Ken Fisher, Director

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 88-15** - A Resolution to renew existing agreement with the Medina County Public Defender Commission to provide Defense Counsel for indigent defendants in Medina Municipal Court for municipal code violations from January 1, 2016 through December 31, 2016 - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/ Kenneth Fisher*)

BACKGROUND: Resolution 72-11 authorized City Manager to enter into Agreement with the Medina County Public Defender Commission to provide indigent defense services for calendar year 2012. Resolution 100-12 authorized renewal of the Agreement for calendar year 2013. Resolution No. 86-13 authorized renewal of the Agreement for calendar year 2014. Resolution No. 82-14 authorized renewal of the Agreement for calendar year 2015.

PURPOSE AND EXPLANATION: Renewal of the Agreement for calendar year 2016.

IMPLEMENTATION SCHEDULE: January 1, 2016 through December 31, 2016 upon adoption of Resolution by Council.

FINANCIAL INFORMATION: 8000 - 001-0600-54233 - - - -

FINANCIAL SUMMARY: \$100.00 per case for violation of City Ordinance that results in a plea before trial.
\$125.00 per case for Trial of violation of City Ordinance.

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:**

\$100.00 per case for violation of City Ordinance that results in a plea before trial
\$125.00 per case for Trial of violation of City Ordinance.

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 88-15

BY: Committee-of-the-Whole

A RESOLUTION RATIFYING AND CONFIRMING THE RENEWAL
OF THE EXISTING AGREEMENT WITH THE MEDINA COUNTY
PUBLIC DEFENDER COMMISSION AND THE MEDINA COUNTY
COMMISSIONERS FOR INDIGENT DEFENSE SERVICES IN
MEDINA MUNICIPAL COURT FOR MUNICIPAL CODE
VIOLATIONS FROM JANUARY 1, 2016 THROUGH DECEMBER 31,
2016.

WHEREAS: The Ohio Public Defender is requiring that the Medina County Public Defender Commission enter into an updated agreement with the City for the provision of indigent defense services in Medina Municipal Court for municipal code violations containing a recognizable term and necessary clauses required by Ohio Administrative Code Section 120-1-09;

WHEREAS: On October 10, 2011, this Council adopted Resolution No. 72-11, which authorized the City Manager to enter into such Agreement from January 1, 2012 through December 31, 2012;

WHEREAS: On October 22, 2012, this Council adopted Resolution No. 100-12, which authorized the renewal of the existing Agreement from January 1, 2013 through December 31, 2013;

WHEREAS: On October 28, 2013, this Council adopted Resolution No. 86-13, which authorized the renewal of the existing Agreement from January 1, 2014 through December 31, 2014;

WHEREAS: On October 27, 2014, this Council adopted Resolution No. 82-14, which authorized the renewal of the existing Agreement from January 1, 2015 through December 31, 2015; and

WHEREAS: The Agreement must be renewed annually by Resolution of this Council pursuant to the requirements of the Ohio Public Defender's Office.

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

SECTION 1: This Council hereby ratifies and confirms the renewal of the exiting Agreement with the Medina County Public Defender and the Medina County Commissioners for indigent defense services in Medina Municipal Court for municipal code violations from January 1, 2016 through December 31, 2016.

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

PASSED: 1ST reading _____

2ND reading _____

3RD reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____

Clerk of Council
Barbara J. Ortiz