



BRUNSWICK CITY COUNCIL AGENDA

Brian Ousley At-Large	Alex Johnson At-Large	Michael Abella Jr. Ward 1	Kenneth Fisher Law Director	Anthony Bales City Manager	Ron Falconi Mayor	Barbara Ortiz Council Clerk	Patricia Hanek At-Large	Joseph Salzgeber Ward 3	Anthony Capretta Ward 4	Nicholas Hanek Ward 2
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Administration Representatives

NOVEMBER 28, 2016

1. Prayer and Pledge of Allegiance
2. Roll Call of Members
3. Correspondence
4. Approval of regular Council Meeting Minutes dated November 14, 2016 and Special Council Meeting Minutes dated November 21, 2016.
 - (a) Council Meeting Minutes dated November 14, 2016.
 - (b) Special Council Meeting Minutes dated November 21, 2016.
5. Mayor's Report:
 - (a) Proclamation to honor Tim Hubeny the Firefighter of the Year 2016;
 - (b) Recognition of Kyle Bowen, Nico and Joelle Oliveros - CAVS Scream Team;
 - (c) Mayor's recommendation to reappoint Stan Socha to the Volunteer Firefighters' Dependents Fund Board;
 - (d) Mayor's recommendation to appoint Tim Smith to the Medina County Housing Network;
 - (e) Motion to approve the Mayor's recommendation to appoint Carl DeForest to the Community Improvement Board;
 - (f) Motion to approve the Mayor's recommendation to reappoint Edward Tuma to the Board of Building Code of Appeals;
 - (g) Mayor's Update
6. Clerk of Council's Report
7. Council Committee Reports:

Economic Development.....Mr. Johnson

Services, Utilities, Technology & Cable.....Mr. Salzgeber

(49) Services Committee Meeting Minutes dated November 14, 2016

Finance Committee.....Mrs. Hanek

Safety & Environment.....Mr. Hanek

Planning & Zoning Committee.....Mr. Ousley
(51) Planning & Zoning Committee Meeting Minutes dated November 14, 2016
Parks, Recreation & Community Committee.....Mr. Abella Jr.
Building & Building Code Committee.....Mr. Capretta
(50) Building Code Committee Meeting Minutes dated November 14, 2016

8. Other Boards and Commissions

- (a) Committee of the Whole Meeting Minutes dated November 14, 2016
- (b) Committee of the Whole Meeting Minutes dated November 15, 2016

9. Petitions from the Public on Legislation

10. Reading of Legislation and Action on Legislation:

a. 3rd Reading(s)

RES. NO. 69-16 - An emergency resolution authorizing the City Manager to enter into an agreement with W.B. Mason for the provision of Office Supplies for a period of one (1) year from January 1, 2017 through December 31, 2017 with two (2) separate one (1) year renewal options - **3rd Reading** (Committee-of-the-Whole, *Administration/Julie Murawski*)

b. 2nd Reading(s)

RES. NO. 76-16 - A resolution permitting the City Administration to sell, through public internet auctions, personal property, including motor vehicles acquired for the use of municipal officers and departments, and road machinery, equipment, tools, or supplies, which are not needed for public use, or are obsolete or unfit for the use for which it was acquired for the Year 2017 - **2nd Reading** (Committee-of-the-Whole, *Administration/Julie Murawski*)

ORD. NO. 79-16 - An ordinance approving the Phase 2 detailed site plan for the South Lake Subdivision located in the southwest neighborhood of the Brunswick Town Center Special Planning District No. 2 - **2nd Reading** (Planning & Zoning Committee, *Administration/Matt Jones*)

ORD. NO. 80-16 - An ordinance approving the Phase 2 Final Plat for the South Lake Subdivision located in the southwest neighborhood of the Brunswick Town Center Special Planning District No. 2 - **2nd Reading** (Planning & Zoning, *Administration/Matt Jones*)

c. 1st Reading(s)

RES. NO. 83-16 - A resolution urging contributions to local food banks - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Brian Ousley*)

ORD. NO. 84-16 - An emergency Ordinance to adopt the annual appropriation budget for expenditures of the City of Brunswick for the year beginning January 1, 2017 and ending December 31, 2017 - **1st Reading** (Finance Committee, *Administration/Todd Fischer*)

ORD. NO 85-16 - An emergency Ordinance amending section 1 of Ordinance no.95-15 to provide for a revised allocation of municipal income tax receipts during the period from January 1, 2017 through December 31, 2017 - **1st Reading** (Finance Committee, *Administration/Todd Fischer*)

RES. NO. 87-16 - A resolution authorizing the City Manager to enter into an agreement with Comdoc Inc. for the lease, service and supply of copier equipment - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Robert Marok*)

RES. NO. 88-16 - An emergency resolution authorizing the City Manager to renew an agreement with Emergency Communications Network for the provision of Code Red emergency notification service - **1st Reading** (To be brought from Safety & Environment Committee, *Administration/Rob Marok*)

RES. NO. 89-16 - An emergency resolution authoring the City Manager to renew an agreement with BoardSync for the provision of agenda management software - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Rob Marok*)

ORD. NO. 90-16 - An emergency Ordinance amending Ordinances #93-15, #8-16, #30-16 and #55-16 to include amendments to the appropriations budget for the year ending December 31, 2016 as incorporated in Exhibit A attached hereto- **1st Reading** (To be brought from Finance Committee, *Administration/Todd Fischer*)

ORD. NO. 91-16 - An emergency Ordinance to transfer and advance funds - **1st Reading** (To be brought from the Finance Committee, *Administration/Todd Fischer*)

ORD. NO. 92-16 - An ordinance establishing Section 1440.27 of the City of Brunswick Codified Ordinances by providing for single-family and two-family residential rental property regulations - **1st Reading** (To be brought from Building & Building Code Committee, *Administration/Ken Fisher*)

RES. NO. 93-16 - An emergency resolution authorizing the City Manager to enter into a municipal engineering consulting services agreement with Chagrin Valley Engineering, Ltd for the provision of professional municipal engineering services and designating Matthew M. Jones, P.E., as Consulting Municipal Engineer - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Paul Barnett*)

RES. NO. 94-16 - An emergency resolution in opposition to any proposal by state legislators to re-regulate electrical utilities and to promote energy competition and consumer choice - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Patricia Hanek*)

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

CITY OF BRUNSWICK, OHIO
MINUTES OF COUNCIL
MONDAY, NOVEMBER 14, 2016

PRAYER AND PLEDGE OF ALLEGIANCE: THE REGULAR MEETING OF BRUNSWICK CITY COUNCIL WAS CALLED TO ORDER BY MAYOR RON FALCONI AT 7:30 P.M. AT THE MUNICIPAL COMPLEX.

ROLL CALL OF MEMBERS HOWED THE FOLLOWING COUNCIL MEMBERS PRESENT: BRIAN OUSLEY, ALEX JOHNSON, MICHAEL ABELLA JR., ANTHONY CAPRETTA, PATRICIA HANEK, NICHOLAS HANEK, JOSEPH SALZGEBER AND COUNCIL CLERK BARB ORTIZ, MAYOR RON FALCONI.

CORRESPONDENCE: THERE WAS NONE.

APPROVAL OF REGULAR COUNCIL MEETING MINUTES DATED OCTOBER 24, 2016.

PATRICIA HANEK MOVED TO APPROVE THE COUNCIL MEETING MINUTES DATED OCTOBER 24, 2016 AS WRITTEN, SECONDED BY ALEX JOHNSON. ROLL CALL - AYES - 7, BRIAN OUSLEY, ALEX JOHNSON, MICHAEL ABELLA JR., ANTHONY CAPRETTA, PATRICIA HANEK, NICHOLAS HANEK, JOSEPH SALZGEBER. NAYS - 0. MOTION CARRIED.

MAYOR'S REPORT:

Mayor's Court Financial Report for the month ending October 2016 will be posted on the website and added to the minutes for the record.

Proclamation to honor Tim Hubeny the Firefighter of the Year 2016;

Firefighter Hubeny was unable to attend the meeting as he was on duty and was on calls.

Mayor's recommendation to appoint Carl DeForest to the Community Improvement Board;

Mayor's recommendation to reappoint Edward Tuma to the Board of Building Code of Appeals;

CLERK OF COUNCIL'S REPORT: MRS. ORTIZ INFORMED THAT THE CITY HAD VACANCIES ON THE PLANNING COMMISSION, BUILDING BOARD OF APPEALS, JUVENILE DIVERSION BOARD AND MEDINA COUNTY ADVISORY COUNCIL ON AGING AND DISABILITIES. IF ANYONE WAS INTERESTED IN SERVING ON ANY OF THESE BOARDS THEY COULD CONTACT MRS. ORTIZ.

COUNCIL COMMITTEE REPORTS:

Economic Development.....Mr. Johnson:

Alex Johnson moved to approve the formal report dated October 18, 2016 as written, seconded by Patricia Hanek. Roll Call - Ayes - 7, Brian Ousley, Alex Johnson, Michael Abella Jr., Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Services, Utilities, Technology & Cable.....Mr. Salzgeber:

Joseph Salzgeber moved to approve the formal report dated October 24, 2016 as written, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Brian Ousley, Alex Johnson, Michael Abella Jr., Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Finance Committee.....Mrs. Hanek:

Patricia Hanek had no formal report this evening.

Safety & Environment.....Mr. Hanek:

Nicholas Hanek had no formal report tonight.

Planning & Zoning Committee.....Mr. Ousley:

Brian Ousley moved to approve the formal report dated October 20, 2016 as written, seconded by Patricia Hanek. Roll Call - Ayes - 7, Brian Ousley, Alex Johnson, Michael Abella Jr., Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Parks, Recreation & Community Committee.....Mr. Abella Jr.:

Michael Abella Jr. had no formal report this evening.

Building & Building Code Committee.....Mr. Capretta:

Anthony Capretta had no formal report this evening.

OTHER BOARDS AND COMMISSIONS:

PATRICIA HANEK MOVED TO APPROVE THE COMMITTEE-OF-THE-WHOLE MINUTES DATED OCTOBER 24, 2016 AND NOVEMBER 7, 2016 AS WRITTEN, SECONDED BY JOSEPH SALZGEBER. ROLL CALL - AYES - 7, BRIAN OUSLEY, ALEX JOHNSON, MICHAEL ABELLA JR., ANTHONY CAPRETTA, PATRICIA HANEK, NICHOLAS HANEK, JOSEPH SALZGEBER. NAYS - 0. MOTION CARRIED.

PETITIONS FROM THE PUBLIC ON LEGISLATION : THERE WERE NONE.

READING OF LEGISLATION AND ACTION ON LEGISLATION:

3RD READING(S)

RES. NO. 64-16 - 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, 2017 through December 31, 2017 - **3rd Reading** (Committee-of-the-Whole, *Administration/Ken Fisher*):

RES. NO. 64-16 - Patricia Hanek moved to adopt, seconded by Joseph Salzgeber. Roll Call - Ayes - 7, Brian Ousley, Alex Johnson, Michael Abella Jr., Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Mr. Fisher stated that commencing January 1, 2012 the Medina Public Defender Commission started providing legal services for indigent defendants in the Medina Municipal Court charged with violations of the Brunswick Municipal Code. The fee schedule has remained the same. This was ratification and continuation of the current agreement. It was \$100 for a plea and \$125 for a jury trial which was exceedingly reasonable. This was a legal obligation that the City had to provide legal defense for indigent defendants in the Medina Municipal Court.

2ND READING(S)

RES. NO. 69-16 - An emergency resolution authorizing the City Manager to enter into an agreement with W.B. Mason for the provision of Office Supplies for a period of one (1) year from January 1, 2017 through December 31, 2017 with two (2) separate one (1) year renewal options - **2nd Reading** (Committee-of-the-Whole, *Administration/Julie Murawski*):

RES. NO. 69-16 - Mrs. Hanek moved this resolution to a third reading.

1ST READING(S)

RES. NO. 76-16 - A resolution permitting the City Administration to sell, through public internet auctions, personal property, including motor vehicles acquired for the use of municipal officers and departments, and road machinery, equipment, tools, or supplies, which are not needed for public use, or are obsolete or unfit for the use for which it was acquired for the Year 2017 - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Julie Murawski*):

RES. NO. 76-16 - Mrs. Hanek moved this resolution to a second hearing.

RES. NO. 77-16 - An emergency resolution authorizing the City Manager to enter into a membership

agreement with Sourcing Alliance Network to participate in joint purchasing programs - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/John Piepsny*):

RES. NO. 77-16 - Patricia Hanek moved to suspend the rules, seconded by Joseph Salzgeber. Roll Call - Ayes - 7, Brian Ousley, Alex Johnson, Michael Abella Jr., Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Mr. Piepsny this will allow the City Manager to enter into an agreement with Sourcing Alliance. There were no dues, no costs or obligations to join, however this was open to all public sector entities. The goal of Sourcing Alliance was to provide organizations with already competitively solicited contracts for various products and services. Thus, this will make it more effective to look at ways to reduce costs throughout the City.

Patricia Hanek moved to adopt, seconded by Joseph Salzgeber. Roll Call - Ayes - 7, Patricia Hanek, Nicholas Hanek, Brian Ousley, Alex Johnson, Michael Abella, Anthony Capretta and Joseph Salzgeber. Nays - 0. Motion Carried.

RES. NO. 78-16 - An emergency resolution authorizing the City Manager to enter into an agreement with the Ohio Department of Transportation for the storage of road salt - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*):

RES. NO. 78-16 - Joseph Salzgeber moved to suspend the rules, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Brian Ousley, Alex Johnson, Michael Abella Jr., Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Mr. Barnett noted this will allow for a contract with the Ohio Department of Transportation. This was done for a number of years. This will allow them to store road salt in our facilities to provide a higher level of service than traveling back to their salt dome. It was at no cost to the City.

Joseph Salzgeber moved to adopt, seconded by Brian Ousley. Roll Call -Ayes - 7, Anthony Capretta, Alex Johnson, Joseph Salzgeber, Nicholas Hanek, Patricia Hanek, Brian Ousley, and Michael Abella Jr., Nays - 0. Motion Carried.

ORD. NO. 79-16 - An ordinance approving the Phase 2 detailed site plan for the South Lake Subdivision located in the southwest neighborhood of the Brunswick Town Center Special Planning District No. 2 - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Matt Jones*):

ORD. NO. 78-16 - Mr. Ousley moved this ordinance to a second reading.

ORD. NO. 80-16 - An ordinance approving the Phase 2 Final Plat for the South Lake Subdivision located in the southwest neighborhood of the Brunswick Town Center Special Planning District No. 2 - **1st Reading** (To be brought from Planning & Zoning, *Administration/Matt Jones*):

ORD. NO. 80-16 - Mr. Ousley moved this ordinance to a second reading.

RES. NO. 81-16 - An emergency resolution authorizing the City Manager to enter into a one (1) year contract with Medical Mutual of Ohio for the provision of medical and prescription insurance coverage for all full-

time employees from January 1, 2017 through December 31, 2017 - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Julie Murawski-Dino Sciulli*):

RES. NO. 81-16 - Patricia Hanek moved to suspend the rules, seconded by Joseph Salzgeber. Roll Call - Ayes - 7, Brian Ousley, Alex Johnson, Michael Abella Jr., Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Mrs. Murawski informed that the collective bargaining agreements required the City to offer the full-time employees an opportunity to select medical and prescription coverage. In working with Dino Sciulli he was able to negotiate the City's renewal again with Medical Mutual of Ohio with a 3.2% renewal. This would be effective January 1, 2017 through December 31, 2017.

Patricia Hanek moved to adopt, seconded by Nicholas Hanek. Roll Call - Ayes - 7, Brian Ousley, Patricia Hanek, Alex Johnson, Michael Abella Jr., Anthony Capretta, Joseph Salzgeber, and Nicholas Hanek. Nays -0. Motion Carried.

RES. NO. 82-16 - An emergency resolution authorizing the City Manager to enter into one (1) year contract with Mutual of Omaha for the provision of dental insurance coverage for all full-time employees from January 1, 2017 through December 31, 2017- **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Julie Murawski-Dino Sciulli*):

RES. NO. 82-16 - Patricia Hanek moved to suspend the rules, seconded by Joseph Salzgeber. Roll Call - Ayes - 7, Brian Ousley, Alex Johnson, Michael Abella Jr., Anthony Capretta, Patricia Hanek, Nicholas Hanek, Joseph Salzgeber. Nays - 0. Motion Carried.

Mrs. Murawski related that the City was required to offer dental insurance to all full-time employees. Dina Sciulli was able to assist the City with this renewal. It was with Mutual of Omaha which was the current carrier for this year. He was able to get the City a 5% renewal for this coverage from January 1 through December 31, 2017.

Patricia Hanek moved to adopt, seconded by Nicholas Hanek. Roll Call -Ayes - 7, Nicholas Hanek, Joseph Salzgeber, Michael Abella Jr., Anthony Capretta, Alex Johnson, Patricia Hanek and Brian Ousley. Nays - 0. Motion Carried.

CITY MANAGER'S REPORT:

CHIEF BAIRD WAS STANDING IN TONIGHT FOR ACTING CITY MANAGER CARL DEFOREST. REGARDING THE SAFETY LEVY, HE READ A STATEMENT FROM THE ACTING CITY MANAGER. HE READ, "WHILE THE RESULTS WERE DISAPPOINTING, WE APPRECIATE AND RESPECT THE VOTERS DECISION AND THE COMMUNITY'S POSITION. IN THE COMING MONTHS THE CITY COUNCIL AND ADMINISTRATION WILL EVALUATE OPTIONS AND DETERMINE OUR NEXT BEST APPROACH TO ADDRESS THIS ISSUE. WE APPRECIATE THE EFFORTS OF THE MEN AND WOMEN IN THE POLICE AND FIRE DIVISIONS WHO ANSWERED THE CALLS OF SERVICE TO OUR RESIDENTS AND WE KNOW THE CITIZENS DO AS WELL. WE FINISHED SECOND IN THIS RACE AND WE WILL SEE WHAT THE FUTURE HELD. WE ALSO APPRECIATED THE VOLUNTEERS WHO HELPED SPREAD THE MESSAGE ABOUT THIS ISSUE LEADING UP TO THE NOVEMBER 8 VOTE." ON A PERSONAL NOTE, HE ALSO THANKED THE VOTERS FOR COMING OUT TO SUPPORT THE SAFETY ISSUE. HE THANKED THE VOTERS FOR PARTICIPATING IN THE PROCESS WHICH WAS THE MOST IMPORTANT THING THEY COULD DO.

THERE HAVE BEEN SOME MIXED MESSAGES COMING OUT ABOUT THE RESIDENTS' UTILITIES. NOPEC HAS ENTERED INTO AN AGREEMENT WITH ANOTHER VENDOR. THIS AGREEMENT WILL TAKE EFFECT WHEN THE CURRENT VENDOR'S AGREEMENT WITH NOPEC ENDED. THERE WILL BE NO DISRUPTION OF SERVICES FOR THE CITIZENS OF BRUNSWICK. THEY DID NOT HAVE TO DO ANYTHING AT ALL TO MAKE SURE YOUR UTILITIES STAYED ON AND BURNING BRIGHT.

AT THIS TIME, HE ALSO THANKED THE BRUNSWICK EAGLES AS THEY HAVE DONATED TO THE POLICE AND FIRE DEPARTMENTS. HE ALSO THANKED THEM FOR ALL THE WORK THEY DID IN THE COMMUNITY. AN EXAMPLE OF THAT WAS THE UPCOMING CHRISTMAS BASKET PROGRAM THAT THEY DID ON CHRISTMAS EVE. IT WAS TREMENDOUS SERVICE TO THE CITY.

AS A FINAL REMINDER, HE MENTIONED NEXT WEEK THAT THE CITY HALL WILL BE CLOSED ON THURSDAY AND FRIDAY FOR THE THANKSGIVING HOLIDAY. THERE WILL BE SIGNS ON THE DOORS AND IT WILL BE ON THE WEBSITE.

ADMINISTRATIVE DEPARTMENTS: MR. FISCHER STATED THAT EVERY DAY BUDGET ESTIMATES, ACTUAL COSTS AND PLANS CHANGE. HE WAS VERY BUSY AS HE WAS COMPLETING THE FOURTH QUARTER BUDGET REVIEW OF EVERY LINE ITEM IN THE 2016 BUDGET. HE WILL PROPOSE SOME AMENDMENTS TO FINALIZE THOSE FOR THE YEAR COMING UP AT THE NEXT COUNCIL MEETING. WITHIN THE NEXT WEEK HE WILL PROPOSE ALONG WITH THE CITY MANAGER THE 2017 BUDGET PROPOSAL TO COUNCIL ON NOVEMBER 21, 2016 IN THE EVENING.

MR. BARNETT POINTED OUT THAT MANY PEOPLE HAVE RECEIVED LETTERS FROM FIRST ENERGY FROM NOPEC. THOSE THAT DO NOT HAVE THE CONTACT THEY WOULD RESIDENTS TO OPT-OUT OF NOPEC AND GO WITH THEIR SUPPLY. THE CITIZENS THAT WERE IN THE NOPEC PROGRAM HAD THE OPTION TO OPT-OUT IF THEY WANTED TO OPT-OUT. THERE ARE A FEW RESIDENTS THAT DID SO. THE VAST MAJORITY OF RESIDENTS WERE IN THE NOPEC PLAN AND THE SUPPLIER CAME AUTOMATICALLY. IF YOU WERE IN THE NOPEC PLAN TODAY YOU DO NOT HAVE TO DO ANYTHING, AS THE NEW SUPPLIER WHICH WAS NEXT ERA ENERGY SOLUTIONS WILL PROVIDE ELECTRICITY AT THE FIRST OF THE YEAR. AGAIN, THERE WAS NOTHING THAT YOU HAD TO DO IF YOU WISHED TO STAY WITH NOPEC. HOWEVER, YOU ALWAYS HAVE THE OPTION TO OPT-OUT OF THE PROGRAM IF YOU LIKED TO OPT-OUT. HE HOPED THIS ELEVATED SOME OF THE CONFUSION AND STRESSED YOUR ELECTRICITY WILL NOT GO OFF AT THE FIRST OF THE YEAR IF YOU DO NOT DO ANYTHING.

ALSO, HE RELATED THE CITY WAS ACTIVELY IN THEIR LEAF PROGRAM. THEY WERE IN THE SECOND ROUND OF THE CITY AND THERE WILL BE THREE ROUNDS AS LONG AS MOTHER NATURE ALLOWED THEM TO DO THAT IN DECEMBER. THEY WERE CURRENTLY WORKING IN WARD 2 AND WILL BE THERE UNTIL NOVEMBER 16, 2016. THEY WILL THEN MOVE TO WARD 4 ON NOVEMBER 17, 2016. THERE WILL BE SIGNS IN THE WARDS TO LET THE RESIDENTS KNOW WHEN THE CREWS WERE COMING. THE SIGNS WILL BE OUT THE WEEK BEFORE TO GIVE THE RESIDENTS TIME. HOWEVER, HE STATED NOT TO BE SHOCKED IF THEY WERE RUNNING LATE AS THEY ANTICIPATE IT WILL TAKE THOSE FOUR DAYS TO GET THROUGH THE WARD. THE KEY WAS TO HAVE THE LEAVES OUT BY 8:00 A.M. ON THURSDAY. ONCE THEY CAME BY EACH RESIDENCE THEY WILL NOT BE BACK UNTIL THE THIRD PICK-UP. THEY HAVE HAD SOME CONFUSION THIS YEAR AS IT WAS DIFFERENT THAN WHAT WAS DONE IN THE PAST. IN ADDITION, RESIDENTS NEEDED TO MAKE SURE THEY LEAVE WITHIN FOUR FEET OF THE EDGE OF THE ROADWAY. IF THERE WAS A CURB, IT WOULD NE

WITHIN FOUR FEET OF THE CURB. IF THERE WAS NO CURB, IT WOULD NEED TO BE WITHIN FOUR FEET OF THE EDGE OF THE PAVEMENT. THE VACUUM HOSES WERE VERY HEAVY AND WOULD PHYSICALLY ONLY REACH ABOUT SIX FEET. THEY DID NOT HAVE RAKERS ON ALL OF THE CREWS DUE TO STAFFING. IF THE LEAVES CAN BE UP TO FOUR FEET, THEY CAN PROVIDE THAT SERVICE. IF THEY WERE ONLY ABLE TO GET HALF OF THE PILE, YOU STILL HAD ANOTHER OPPORTUNITY TO GET THEM TO THE EDGE OF THE PAVEMENT FOR ROUND THREE. OR THE LEAVES CAN BE BAGGED AND PLACED OUT FOR THE NORMAL TRASH.

MR. PIEPSNY ANNOUNCED THE ANNUAL LIGHT UP THE LAKE EVENT WILL TAKE PLACE ON SUNDAY, DECEMBER 4, 2016. THIS WILL BE FROM 6:00 P.M. TO 8:00 P.M. EVERYONE WAS INVITED TO TAKE A BEAUTIFUL WALK AROUND BRUNSWICK LAKE ENHANCED BY THE HOLIDAY LIGHTS. THE SWEET STATION, SANTA'S WORKSHOP, AND PHOTO'S WITH SANTA WERE AT THE NATURE CENTER. THEY WILL ALSO BE TWO CHOIRS DURING THE WALK TO ENCOUNTER ALONG WITH MANY HOLIDAY LIGHTS DISPLAYED BY DIFFERENT SPONSORS. THEY WERE HOPING THAT THE GOOD WEATHER CONTINUED. LAST YEAR THERE WERE MORE THAN 1,000 PEOPLE. THEY LOOKED FORWARD TO IT CONTINUING TO GROW AS AN ANNUAL EVENT.

OPEN FORUM: THERE WAS NONE.

UNFINISHED BUSINESS : THERE WAS NONE.

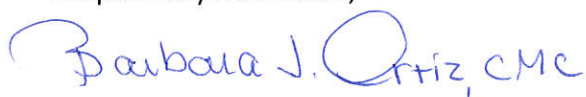
NEW BUSINESS: PATRICIA HANEK MOVED TO RESCHEDULE THE COUNCIL MEETING ON MONDAY, DECEMBER 26, 2016 TO MONDAY, DECEMBER 19, 2016 DUE TO THE HOLIDAYS, SECONDED BY JOSEPH SALZGEBER. ROLL CALL -AYES - 7, PATRICIA HANEK, NICHOLAS HANEK, BRIAN OUSLEY, ALEX JOHNSON, MICHAEL ABELLA JR., ANTHONY CAPRETTA AND JOSEPH SALZGEBER. NAYS - 0. MOTION CARRIED.

ADJOURNMENT :

PATRICIA HANEK MOVED TO ADJOURN, SECONDED BY NICHOLAS HANEK. ROLL CALL - AYES - 7, BRIAN OUSLEY, ALEX JOHNSON, MICHAEL ABELLA JR., ANTHONY CAPRETTA, PATRICIA HANEK, NICHOLAS HANEK, JOSEPH SALZGEBER. NAYS - 0. MOTION CARRIED.

THERE BEING NO FURTHER DISCUSSION, THE MEETING ADJOURNED AT 7:57 P.M.

Respectfully submitted,

A handwritten signature in blue ink that reads "Barbara J. Ortiz, CMC". The signature is fluid and cursive, with the initials "J.O." being prominent.

Barbara J. Ortiz, CMC

Clerk of Council

Mayor Ron Falconi

Adopted

CITY OF BRUNSWICK, OHIO
MINUTES OF SPECIAL COUNCIL MEETING
MONDAY, NOVEMBER 21, 2016

The Special Council Meeting of Brunswick City Council was called to order by Mayor Ron Falconi at 5:50 P.M. at the Municipal Complex.

ROLL CALL showed the following Council Members present: Mr. Hanek, Mr. Salzgeber, Mr. Abella, Mr. Capretta, Mr. Johnson, Mrs. Hanek, Mr. Ousley and Council Clerk Barbara Ortiz, Mayor Ron Falconi.

COMMITTEE REPORTS: There were none.

PETITION FROM THE PUBLIC ON LEGISLATION: There were none.

READING AND ACTION ON LEGISLATION:

RES. NO. 86-16 – An emergency resolution establishing a temporary moratorium on the receipt, review and/or consideration of any application for site plan or variance approval or the issuance of zoning certificates, building permits and/or certificates of occupancy for Special Planning District No. 2 – **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

RES. NO. 86-16 – Mrs. Hanek moved to suspend the rules, seconded by Mr. Johnson. Roll Call – Ayes- 7, Mrs. Hanek, Mr. Hanek, Mr. Ousley, Mr. Johnson, Mr. Abella, Mr. Capretta and Mr. Salzgeber. Nays – 0. Motion Carried.

Mr. Fisher stated this resolution will give an opportunity for the administration and perhaps even outside planners to study for a period up to six months zoning and design standards for the Southeast Neighborhood. This would be to ensure any structure that would be approved was consistent with existing structures in the Southeast Neighborhood and Brunswick Town Center.

Mrs. Hanek moved to adopt, seconded by Mr. Hanek. Roll Call – Ayes – 7, Mr. Abella, Mrs. Hanek, Mr. Ousley, Mr. Hanek, Mr. Salzgeber, Mr. Johnson and Mr. Capretta. Nays – 0. Motion Carried.

ADJOURNMENT:

Mrs. Hanek moved to adjourn, seconded by Mr. Abella. Roll Call – Ayes – 7, Mr. Capretta, Mr. Johnson, Mr. Salzgeber, Mr. Hanek, Mrs. Hanek, Mr. Ousley and Mr. Abella. Nays – 0. Motion Carried.

There being no further business, the meeting adjourned at 5:55 p.m.

Respectfully submitted,



Barbara J. Ortiz, CMC
Clerk of Council

Mayor Ron Falconi

Adopted

Renewal
APPLICATION FOR
BOARDS AND COMMISSIONS

NAME Edward Tuma PHONE _____

STREET 1100 New Market Trail CELL 216-973-2326

Years of Residency 35

Registered Brunswick Voter: YES X NO _____

POSITIONED DESIRED: Board of Building EMAIL e.tuma@ibew38.org
code APP#15

EDUCATION _____ DEGREE _____ YEAR GRADUATED _____

HIGH SCHOOL North Olmsted High School

COLLEGE _____

SPECIAL TRAINING Cleveland Electrical Joint App. Trade School

CURRENT EMPLOYMENT

IBEW Local 38 1590 East 23rd St Business Rep. 3/06 Pre
Company Address Title Dates

RELEVANT PAST EMPLOYMENT

Company Address Title Dates

Company Address Title Dates

RELEVANT PROFESSIONAL ASSOCIATIONS, COMMUNITY SERVICE, OR SOCIAL AFFILIATIONS

REFERENCES (other than relation):

	NAME	ADDRESS	PHONE
1.	<u>Tom Arnold</u>	<u>1103 New Market Tr</u>	<u>3-273-1213</u>
2.	_____	_____	_____
3.	_____	_____	_____

QUALIFICATIONS AND DESIRE FOR SERVING: (Attach sheet if needed*)

ATTACH RESUME IF DESIRED.

Signature: Ed Tuma Date: 11-1-16

*Attaching a cover letter or resume describing particular experience or qualifications bearing on the position sought is recommended, but not required.

SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

November 14, 2016

IN ATTENDANCE: Chairman Joseph Salzgeber, Committee Member Brian Ousley, Committee Member Nicholas Hanek, Alex Johnson, Patricia Hanek, Anthony Capretta, Michael Abella Jr., Service Director Paul Barnett, Acting City Manager Chief Jim Baird, Law Director Kenneth Fisher, Parks & Recreation Director John Piepsny, Finance Director Todd Fischer, Community & Economic Development Director Grant Aungst, Administrative Services Julie Murawski, Dino Sculli of D S Benefits Group, Council Clerk Barbara Ortiz, News Media.

The meeting convened at 6:11 p.m.

REVIEW LEGISLATION:

RES. NO. 78-16 – An emergency resolution authorizing the City Manager to enter into an agreement with the Ohio Department of Transportation for the storage of road salt

Mr. Barnett explained that the Ohio Department of Transportation (ODOT) uses the City facilities to pull salt out of since the salt location is close to their routes. The way they pay the City is by giving us 50 tons of rock salt each year.

Mr. Hanek moved this resolution to tonight's Council Agenda of November 14, 2016 as an emergency with suspension of the rules. Vote – 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Barnett advised leaf pickup is in its second round, and on schedule. To stay on schedule four crews have to be out working overtime during the week, and if they get behind the crews will work a Saturday to catch up.

He reminded the residents to put leaves no more than four feet away from the curb; he noted the hose can only reach about six feet from the piece of equipment. When there are two people on a crew one drives the truck the other runs the hose and cannot rake. Mr. Barnett noted a good service will be provided if the leaves are within four feet of the curb.

Mr. Barnett announced the third round for pick up is scheduled after Thanksgiving.

Mr. Abella asked about the resident with ditches if they are raking them in front of the ditch.

To that Mr. Barnett noted they are asking those residents to put them on the roadway side of the ditch, the leaves will be out in the roadway about a foot. He will be checking with the Division of Police to be sure this is not a problem.

Mr. Hanek asked about the upcoming MC-18 vote, he asked if Mr. Barnett had any feedback from the joint meeting of Medina and Wadsworth.

Mr. Barnett explained the cost of getting rid of flow control, tipping fees, and transfer stations.

Mr. Hanek mentioned he read something about the county trying to invest money into what they already have, and there were also comments from some Council people in Medina and Wadsworth saying more money should be invested into it, and Mr. Hanek has concern that the county will try to do that as they have done with other projects.

Mr. Barnett noted there are some people that do not want change no matter what even if it is a good change. He noted if two cities vote to continue down the same path it will be that until the plan has to be revised which is two years from now. If the plan has to be rewritten it is only the policy committee members that rewrite it, and he noted the cities of Medina and Wadsworth are not on the policy committee, however the City of Brunswick is on the committee and also has veto rights. Mr. Barnett advised he will vote as Council wishes.

Mr. Hanek was hopeful that the City of Wadsworth looks at the finances and realizes they can save their residents a lot of money, so Brunswick can make sure we save money and get better recyclables.

Mrs. Hanek commented that there are only eight districts in the entire state that still have flow control.

ADJOURNMENT:

There being no further business, Mr. Hanek moved to adjourn at 6:23 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. Salzgeber", with a stylized flourish at the end.

Joseph Salzgeber
Chairman

PLANNING AND ZONING COMMITTEE

November 14, 2016

IN ATTENDANCE: Chairman Brian Ousley, Committee Member Patricia Hanek, Committee Member Nicholas Hanek, Alex Johnson, Anthony Capretta, Michael Abella Jr., Joseph Salzgeber, Community & Economic Development Director Grant Aungst, Acting City Manager Chief Jim Baird, Finance Director Todd Fischer, Parks & Recreation Director John Piepsny, Law Director Kenneth Fischer, Service Director Paul Barnett, Administrative Services Julie Murawski, Dino Sculli of D S Benefits Group, Council Clerk Barbara Ortiz, News Media.

The meeting convened at 6:07 p.m.

REVIEW LEGISLATION:

ORD. NO. 79-16 – An ordinance approving the Phase 2 detailed site plan for the South Lake Subdivision located in the southwest neighborhood of the Brunswick Town Center Special Planning District No. 2

ORD. NO. 80-16 – An ordinance approving the Phase 2 Final Plat for the South Lake Subdivision located in the southwest neighborhood of the Brunswick Town Center Special Planning District No. 2

Mr. Aungst advised Planning Commission recommended approval to City Council for phase 2 final plat for southwest neighborhood of Brunswick Town Center and the detailed site plan for phase 2 in the southwest neighborhood of the Brunswick Town Center Special Planning District No. 2 subject to engineering approval.

Mr. Aungst advised this is fully supported by Engineer Matt Jones and the Planning Commission.

Mr. Ousley asked about the buffer zone and he mentioned there are a few issues within the do not disturb zone.

Mr. Aungst will have those issues addressed.

Mrs. Hanek moved Ordinance No. 79-16 and Ordinance No. 80-16 to tonight's Council Agenda of November 14, 2016 for three readings. Vote – 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Fisher advised he was contacted by Zaremba; they own six lots in Phase 1; and they intend to come in and put up a model on one lot and build out; they will be consistent with the style and quality of construction as in the existing Phase 1 of South Lake.

ADJOURNMENT:

There being no further business, Mr. Hanek moved to adjourn at 6:11 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "B. K. Ousley", is written on a light gray rectangular background.

Brian Ousley
Chairman

BUILDING AND BUILDING CODE COMMITTEE

November 14, 2016

IN ATTENDANCE: Chairman Anthony Capretta, Committee Member Brian Ousley, Committee Member Michael Abella Jr., Patricia Hanek, Alex Johnson, Nick Hanek, Joseph Salzgeber, Community & Economic Development Director Grant Aungst, Acting City Manager Chief Jim Baird, Finance Director Todd Fischer, Parks & Recreation Director John Piepsny, Law Director Kenneth Fisher, Administrative Services Julie Murawski, Dino Sculli of D S Benefits Group, Council Clerk Barbara Ortiz, News Media.

The meeting convened at 6:00 p.m.

GENERAL DISCUSSION:

Mr. Aungst advised legislation was being proposed for a permanent process requiring the registration of single family and duplex rental properties within the City. This process is utilized in a number of communities throughout the region and the country. It will require the registration of rental properties of single family homes within the City.

Mr. Capretta advised the committee has discussed this previously; he thought it was a great idea and something he has wanted to do.

Mr. Hanek concurred; it was a great idea; and it will address some of the concerns with repeat problems with certain rental properties.

There was some discussion on the permitting process, permit fee, and the process of sending out letters to the home owners of the rental properties.

Mr. Fischer mentioned there was some reservation about having enough manpower in the building department to do the inspections; Mr. Fischer noted there were between 50 and 60 rentals homes citywide, and there should be sufficient manpower to do the inspections. Mr. Fisher stated a homeowner has the right to rent their property by law, but at the same time the City has the right to permit.

Mr. Fischer stated this process is constitutional and is utilized in other cities, he commented that it is a mechanism to ensure the residential character of our community.

Another item brought up by Mr. Aungst was the Lean Project; he will be meeting with Tri C this week to discuss the details. It will be focused on the Building Department for streamlining the permitting and inspection process. He noted it will be a long term project, and will be well received.

ADJOURNMENT:

There being no further business, Mr. Ousley moved to adjourn at 6:06 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

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

Anthony Capretta
Chairman

COMMITTEE OF THE WHOLE MEETING

November 14, 2016

IN ATTENDANCE: Vice Mayor Patricia Hanek, Brian Ousley, Joseph Salzgeber, Nicholas Hanek, Alex Johnson, Michael Abella Jr., Anthony Capretta, Acting City Manager Chief Jim Baird, Law Director Kenneth Fisher, Administrative Services Julie Murawski, Finance Director Todd Fischer, Service Director Paul Barnett, Community & Economic Development Director Grant Aungst, Parks & Recreation Director John Piepsny, Clerk of Council Barbara Ortiz, Dino Sculli of D S Benefits Group, News Media.

The meeting convened at 6:23 p.m.

DINO SCUILLI OF D S BENEFITS GROUP HEALTH INSURANCE RENEWAL:

Mrs. Murawski introduced Mr. Sculli; Mr. Sculli and his company have been assisting with the City's health insurance renewal for a number of years now.

Dino Sculli of D S Benefits Group – Mr. Sculli went over the medical renewal pointing out the increase again this year is in single digits. Medical is at 3.27% increase with Medical Mutual and 5% increase for dental with Mutual of Omaha.

Mr. Capretta asked about enrollment, and Mrs. Murawski indicated the City has 121 full time employees; there are six employees that do not take the City health insurance, they have insurance through other means, and part time employees are not eligible.

REVIEW LEGISLATION:

RES. NO. 76-16 – A resolution permitting the City Administration to sell, through public internet auctions, personal property, including motor vehicles acquired for the use of municipal officers and departments, and road machinery, equipment, tools, or supplies, which are not needed for public use, or are obsolete or unfit for the use for which it was acquired for the Year 2017

Mrs. Murawski advised for several years Council has allowed the Administration to dispose of equipment and vehicles no longer of use for the City through the internet process. Every year the City is required to pass legislation that allows for this.

Mr. Hanek moved this resolution to tonight's Council Agenda of November 14, 2016 for three readings. Vote – 7 Ayes, 0 Nays.

RES. NO. 77-16 - An emergency resolution authorizing the City Manager to enter into a membership agreement with Sourcing Alliance Network to participate in joint purchasing programs

Mr. Piepsny explained this resolution will authorize the City Manager to enter into a membership agreement with Sourcing Alliance. He advised Sourcing Alliance was another avenue to utilize for the purchasing of goods and services at a lower discounted rate. Sourcing Alliance is a collaboration of public, private, and nonprofit contract holders formed for the purpose of making already procured solicited contracts for programs and services.

Mr. Abella asked for an example where money could be saved, and Mr. Piepsny noted he has been working on reducing the cost of electricity at the recreation center. The electrical contract he was looking into would be an annual savings of \$20,000.00.

Mr. Salzgeber moved this resolution to tonight's Council Agenda of November 14, 2016 as an emergency with suspension of the rules. Vote – 7 Ayes, 0 Nays.

RES. NO. 81-16 – An emergency resolution authorizing the City Manager to enter into a one (1) year contract with Medical Mutual of Ohio for the provision of medical and prescription insurance coverage for all full time employees from January 1, 2017 through December 31, 2017

Mrs. Murawski explained this resolution allows the Acting City Manager to enter into a one year contract with Medical Mutual to provide medical and prescription coverage for full time employees and their families for 2017.

RES. NO. 82-16 – An emergency resolution authorizing the City Manager to enter into a one (1) year contract with Mutual of Omaha for the provision of dental insurance coverage for all full time employees from January 1, 2017 through December 31, 2017

Mrs. Murawski explained this resolution allows the Acting City Manager to enter into a one year contract with Mutual of Omaha for dental coverage for employees and their families for the year 2017.

Mr. Salzgeber moved resolution no. 81-16 and resolution no. 82-16 to tonight's Council Agenda of November 14, 2016 as an emergency with suspension of the rules. Vote – 7 Ayes, 0 Nays.

GENERAL DISCUSSION:

There was none.

EXECUTIVE SESSION:

Mr. Hanek moved to go into Executive Session with the presence of Law Director Kenneth Fisher for the purpose to discuss the appointment, employment, dismissal, discipline, demotion or compensation of a public employee, as well as imminent litigation and sale of property, seconded by Mr. Salzgeber. Roll Call – Ayes – 7, Mr. Hanek, Mr. Salzgeber, Mr. Abella, Mr. Capretta, Mr. Johnson, Mrs. Hanek, Mr. Ousley. Nays – 0. Motion Carried.

Mr. Capretta moved to adjourn out of Executive Session, seconded by Mr. Hanek. Roll Call – Ayes – 7, Mrs. Hanek, Mr. Hanek, Mr. Ousley, Mr. Johnson, Mr. Abella, Mr. Capretta, Mr. Salzgeber. Nays – 0. Motion Carried.

ADJOURNMENT:

There being no further business, Mr. Hanek moved to adjourn the Committee of the Whole meeting at 7:20 p.m. Vote – 7 Ayes, 0 Nays.

Respectfully submitted,

Valerie Zak

Valerie Zak
Assistant Clerk of Council

COMMITTEE OF THE WHOLE MEETING

November 15, 2016

IN ATTENDANCE: Vice Mayor Patricia Hanek, Brian Ousley, Joseph Salzgeber, Nicholas Hanek, Anthony Capretta, Alex Johnson, Michael Abella Jr., Mayor Ron Falconi, Administrative Services Julie Murawski, Interview Candidate Salvatore Talarico.

The meeting convened at 5:35 p.m.

EXECUTIVE SESSION:

Mr. Ousley moved to go into Executive Session for the purpose to discuss the appointment, employment, dismissal, discipline, demotion or compensation of a public employee, seconded by Mr. Hanek. Roll Call – Ayes – 7, Mr. Hanek, Mr. Salzgeber, Mr. Abella, Mr. Capretta, Mr. Johnson, Mrs. Hanek, Mr. Ousley. Nays – 0. Motion Carried.

Mr. Hanek moved to adjourn out of Executive Session, seconded by Mr. Salzgeber. Roll Call – Ayes – 7, Mrs. Hanek, Mr. Salzgeber, Mr. Ousley, Mr. Johnson, Mr. Abella, Mr. Capretta, Mr. Hanek. Nays – 0. Motion Carried.

GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

There being no further business, Mr. Hanek moved to adjourn the Committee of the Whole meeting at 8:30 p.m. Vote – 7 Ayes, - 0 Nays.

Respectfully submitted,



Valerie Zak
Assistant Clerk of Council

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 11/28/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager
Julie Murawski

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 69-16** - An emergency resolution authorizing the City Manager to enter into an agreement with W.B. Mason for the provision of Office Supplies for a period of one (1) year from January 1, 2017 through December 31, 2017 with two (2) separate one (1) year renewal options - **3rd Reading** (Committee-of-the-Whole, *Administration/Julie Murawski*)

BACKGROUND: Public bids were received and opened on October 4, 2016. Three bids were received with W. B. Mason, Inc. being the lowest and best vendor.

PURPOSE AND EXPLANATION: In order to control costs of office supplies and to have an efficient, effective ordering system, using an on-line ordering system with the lowest and best bidder should accomplish this.

IMPLEMENTATION SCHEDULE: We would like this legislation read three times with suspension of the rules. There are a number of processes that must take place in order for a new ordering system to be up and running effective January 1, 2017. By having this legislation effective after the third reading should allow this to happen.

The first year contract would be effective January 1, 2017 through December 31, 2017.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Each department orders their own office supplies. Ordering and related expenses for office supplies by Department are limited to the Council adopted appropriations for each Department.

RECOMMENDED ACTION:

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

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

We would like this legislation read three time with suspension of the rules. Our current contract expires December 31, 2016. We need to be able to set up a new vendor and new ordering process prior to year end.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH W.B. MASON FOR THE PROVISION OF OFFICE SUPPLIES FOR A PERIOD OF ONE (1) YEAR FROM JANUARY 1, 2017 THROUGH DECEMBER 31, 2017, WITH TWO (2) SEPARATE ONE (1) YEAR RENEWAL OPTIONS.

WHEREAS: The City of Brunswick received three (3) bids for provision of office supplies in accordance with public bidding requirements;

WHEREAS: The three (3) received public bids were opened on October 4, 2016, with W.B. Mason determined to be the lowest and best bidder; and

WHEREAS: The agreement with the City's current vendor is scheduled to expire as of December 31, 2016.

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

SECTION 1: That the City Manager, with the approval of the Law Director, is hereby authorized and directed to enter into an Agreement with W.B. Mason for the provision of office supplies for a period of one (1) year from January 1, 2017 through December 31, 2017, with two (2) separate one (1) year renewal options, in an amount not to exceed submitted bid prices.

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 emergency passage is necessary to ensure that ordering processes are established with the new vendor as of January 1, 2017. 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
Barb Ortiz

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 69-16

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH W.B. MASON FOR THE PROVISION OF OFFICE SUPPLIES FOR A PERIOD OF ONE (1) YEAR FROM JANUARY 1, 2017 THROUGH DECEMBER 31, 2017, WITH TWO (2) SEPARATE ONE (1) YEAR RENEWAL OPTIONS.

WHEREAS: The City of Brunswick received three (3) bids for provision of office supplies in accordance with public bidding requirements;

WHEREAS: The three (3) received public bids were opened on October 4, 2016, with W.B. Mason determined to be the lowest and best bidder; and

WHEREAS: The agreement with the City's current vendor is scheduled to expire as of December 31, 2016.

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

SECTION 1: That the City Manager, with the approval of the Law Director, is hereby authorized and directed to enter into an Agreement with W.B. Mason for the provision of office supplies for a period of one (1) year from January 1, 2017 through December 31, 2017, with two (2) separate one (1) year renewal options, in an amount not to exceed submitted bid prices.

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 emergency passage is necessary to ensure that ordering processes are established with the new vendor as of January 1, 2017. 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
Barb Ortiz

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 11/28/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 76-16** - A resolution permitting the City Administration to sell, through public internet auctions, personal property, including motor vehicles acquired for the use of municipal officers and departments, and road machinery, equipment, tools, or supplies, which are not needed for public use, or are obsolete or unfit for the use for which it was acquired for the Year 2017 - **2nd Reading** (Committee-of-the-Whole, *Administration/Julie Murawski*)

BACKGROUND: The Ohio Revised Code Section 721.15 permits municipalities to sell obsolete/unfit items by internet auction. This Section requires municipalities to adopt legislation annually.

**PURPOSE AND
EXPLANATION:**

IMPLEMENTATION

SCHEDULE: Legislation will go into effect 30 days after the final third reading.

**FINANCIAL
INFORMATION:**

**FINANCIAL
SUMMARY:**

**RECOMMENDED
ACTION:**

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

If emergency or suspension of the rules, why the request?
Read the legislation three times.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 76-16

BY: Committee-of-the-Whole

A RESOLUTION PERMITTING THE CITY ADMINISTRATION TO SELL, THROUGH PUBLIC INTERNET AUCTIONS, PERSONAL PROPERTY, INCLUDING MOTOR VEHICLES ACQUIRED FOR THE USE OF MUNICIPAL OFFICERS AND DEPARTMENTS, AND ROAD MACHINERY, EQUIPMENT, TOOLS, OR SUPPLIES, WHICH ARE NOT NEEDED FOR PUBLIC USE, OR ARE OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED FOR THE YEAR 2017.

WHEREAS: Ohio Revised Code Section 721.15 permits municipalities to sell obsolete/unfit items by internet auction; and

WHEREAS: An annual Resolution adopted by City Council is required to permit the City to utilize the internet auction provision of ORC Section 721.15.

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

SECTION 1: That this Council hereby permits the City Administration to utilize the internet auction for the sale of personal property, including motor vehicles acquired for the use of municipal officers and departments, and road machinery, equipment, tools, or supplies, which are not needed for public use, or are obsolete or unfit for the use for which it was acquired for the year 2017.

SECTION 2: That the Clerk of Council shall cause notice of the adoption of this resolution to be published, in a newspaper of general circulation in the City, of the City's intent to sell unneeded, obsolete or unfit municipal personal property by internet auction. The notice shall include a summary of the information provided in this Resolution and shall be published at least two (2) times. The second and any subsequent notice shall be published not less than ten (10) nor more than twenty (20) days after the previous notice.

SECTION 3: That the Clerk of Council shall cause a notice to be posted continually throughout the calendar year in a conspicuous place in the offices of the Clerk of Council and the City Council and shall cause said notice to be posted continuously throughout the year on the City website.

SECTION 4: That the City shall conduct the internet auction via eBay (or other similar bidding site as long as notice is given) using the parameters provided by the auction site. Minimum price or reserve may be set, but is not required by law.

SECTION 5: That bidding shall continue for no less than fifteen (15) days, including Saturdays, Sundays and legal holidays, and shall be set for each item as noted on the internet auction site.

SECTION 6: That all terms and conditions of sale, including but not limited to pick-up and delivery, method of payment, sales tax, complete descriptions and/or pictures of the items, shall be specified for each item on the internet auction site.

SECTION 7: That the highest bidder upon the close of the open bidding period will be deemed to be the successful bidder of the internet auction. Upon the close of the auction, the City shall remit an invoice to the successful bidder for the amount of the bid. The successful bidder shall remit the entire payment within ten days of receipt of the invoice. Acceptable forms of payment include cashier's check, certified check, or money order. Other payment arrangements may be made by the City where circumstances warrant. Payment options such as on-line payment systems and PayPal or similar services are acceptable payment options. Notwithstanding the foregoing, all payment options are subject to the approval of the City's Finance Director.

SECTION 8: That all communication with the successful bidder shall occur in writing. Arrangements and costs associated with delivery to the successful bidder shall be the sole responsibility of the successful bidder. Risk of loss will be transferred to the successful bidder upon the tendering of the goods to the shipping company chosen by the successful bidder.

SECTION 9: That all items shall be sold without warranty in "AS IS" condition. All advertisements, listings, and notices shall be subject to the following language:

"The City of Brunswick, its officers, employers and agents offer this item for sale "AS IS" without any warranty or condition, express, implied or statutory. The City of Brunswick, its officers, employers and agents, specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement."

SECTION 10: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 11: 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

MAYOR
RON FALCONI

CITY OF BRUNSWICK

COUNCIL
MICHAEL J. ABELLA, JR
ANTHONY P. CAPRETTA
NICHOLAS HANEK
PATRICIA HANEK
ALEX V. JOHNSON
BRIAN K. OUSLEY
JOSEPH SALZGEBER

ACTING CITY MANAGER
CARL S. DEFOREST

November 4, 2016

Jim O'Connor
Drees Homes
6680 West Snowville Road,
Suite 105
Brecksville, OH 44141-3242

RE: South Lake Subdivision
Brunswick Town Center SPD-2
Phase 2 detailed site plan approval

Dear Mr. O'Connor:

The Brunswick City Planning Commission, at their meeting on November 3, 2016, voted to **recommend approval** to City Council of the South Lake Subdivision Phase 2 detailed site plan, Brunswick Town Center SPD-2, subject to the following:

1. Final approval of the Phase 2 detailed site plan is subject to City Council and Engineering approval, pursuant to Section 1224.04(d)(4) of the Subdivision Regulations.
2. Screening/fencing in the 25' wide "Do Not Disturb Zone" shall comply with Section (E) of the Southwest Neighborhood General Requirements, as approved by the Planning Commission on December 17, 2015 and adopted by City Council on February 8, 2016.
3. In addition to landscaping/streetscaping requirements in the Southwest Neighborhood, pursuant to Section (C)(2), on-lot landscaping shall be installed by the builder and consist of one tree matching the species and caliper of the corresponding street tree, two bushes of evergreen species, minimum 3-gallon size, per the requirements in Section 1282.11(e), installed in a mulched bed in front of the home and soil stabilization temporary seeding of the final grade on the lot. Temporary seeding shall be in accordance with the guidelines for the same in the "Abbreviated SWP3 for Individual Lot Residential Construction". This landscaping shall be installed within six months of final grade, weather permitting. The applicant has stated they will exceed the minimum on-lot landscaping requirements for all homes in Phase 2.



4095 CENTER ROAD - BRUNSWICK, OHIO 44212

CITY HALL PHONE: (330) 225-9144 - FAX: (330) 273-8023 - POLICE & FIRE PHONE: (330) 225-9111 - FAX: (330) 225-6002
<http://www.brunswick.oh.us>

The first reading on legislation for City Council approval is scheduled for November 14, 2016. Please contact Barb Ortiz, Clerk of Council, at (330) 558-6845 regarding Council meeting times for the proposed ordinance.

If you have any questions, please call me at (330) 558-6865.

Sincerely,



Pamela Plavecski
Planning & Zoning Coordinator

c: Carl DeForest, Acting City Manager
Grant Aungst, Community and Economic Dev. Director
Barb Ortiz, Clerk of Council
Ken Fisher, Law Director
Santo Incorvaia, Assistant Law Director
Matt Jones, Consulting City Engineer
Cliff Calaway, C.B.O.

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 79-16

BY: Mr. Ousley, Mr. Hanek and Mrs. Hanek

AN ORDINANCE APPROVING THE PHASE 2 DETAILED SITE PLAN FOR THE SOUTH LAKE SUBDIVISION LOCATED IN THE SOUTHWEST NEIGHBORHOOD OF THE BRUNSWICK TOWN CENTER SPECIAL PLANNING DISTRICT NO. 2.

WHEREAS: On November 4, 2016, the Brunswick City Planning Commission recommended approval to City Council of the Phase 2 detailed site plan for the South Lake Subdivision located in the Southwest Neighborhood of the Brunswick Town Center Special Planning District No. 2, subject to certain enumerated conditions detailed in Exhibit "A" attached hereto.

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

SECTION 1: That the Phase 2 detailed site plan for the South Lake Subdivision located in the Southwest Neighborhood of the Brunswick Town Center Special Planning District No. 2, as attached hereto as Exhibit "B", is hereby approved subject to the conditions enumerated by the Planning Commission and any other conditions imposed by City Council or the City Engineer.

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
Barb Ortiz

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 11/28/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

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

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 80-16** - An ordinance approving the Phase 2 Final Plat for the South Lake Subdivision located in the southwest neighborhood of the Brunswick Town Center Special Planning District No. 2 - **2nd Reading** (Planning & Zoning, *Administration/Matt Jones*)

BACKGROUND: At their meeting on November 3, 2016, the Planning Commission recommended approval to City Council of the Phase 2 final plat for the South Lake Subdivision, Sandlewood Drive and Scarborough Drive extensions, Southwest Neighborhood of Brunswick Town Center SPD-2, consisting of Sublots 31 through 61.

PURPOSE AND EXPLANATION: Pursuant to Section 1226.04(b)(13) of the Codified Ordinances of the City of Brunswick, the Phase 2 final plat for the South Lake Subdivision is subject to City Council and City Engineer approval.

IMPLEMENTATION SCHEDULE: City Council's November 14, 2016 meeting.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

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

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

ADDITIONAL

INFORMATION:

MAYOR
RON FALCONI

CITY OF BRUNSWICK

COUNCIL
MICHAEL J. ABELLA, JR
ANTHONY P. CAPRETTA
NICHOLAS HANEK
PATRICIA HANEK
ALEX V. JOHNSON
BRIAN K. OUSLEY
JOSEPH SALZGEBER

ACTING CITY MANAGER
CARL S. DEFOREST

November 4, 2016

Jim O'Connor
Drees Homes
6680 West Snowville Road,
Suite 105
Brecksville, OH 44141-3242

RE: South Lake Subdivision
Brunswick Town Center SPD-2
Phase 2 final plat

Dear Mr. O'Connor:

The Brunswick City Planning Commission, at their meeting on November 3, 2016 voted to **recommend approval** to City Council of the South Lake Subdivision Phase 2 final plat, Southwest Neighborhood of Brunswick Town Center SPD-2, subject to the following:

1. The build-to line on the Phase 2 final plat shall be 21 feet on Sublots 35 through 48 (south side of Sandlewood Drive), pursuant to Section (A)(1) for "Type II Buildings: Front-Loaded Homes" of the Southwest Neighborhood Design Guidelines, contingent upon Medina County Sanitary Engineer and City of Cleveland - Division of Water approval.
2. The Phase 2 final plat is subject to City Council and City Engineer approval, pursuant to Section 1226.04(b)(13) of the Codified Ordinances of the City of Brunswick.

The first reading on legislation for City Council approval is scheduled for November 14, 2016. Please contact Barb Ortiz, Clerk of Council, at (330) 558-6845 regarding Council meeting times for the proposed ordinance.

If you have any questions, please call me at (330) 558-6865.

Sincerely,



Pamela Plavecski
Planning & Zoning Coordinator



4095 CENTER ROAD - BRUNSWICK, OHIO 44212

CITY HALL PHONE: (330) 225-9144 - FAX: (330) 273-8023 - POLICE & FIRE PHONE: (330) 225-9111 - FAX: (330) 225-6002
<http://www.brunswick.oh.us>

c: Carl DeForest, Acting City Manager
Grant Aungst, Community and Economic Dev. Director
Barb Ortiz, Clerk of Council
Ken Fisher, Law Director
Santo Incorvaia, Assistant Law Director
Matt Jones, Consulting City Engineer
Cliff Calaway, C.B.O.

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 80-16

BY: Mr. Ousley, Mr. Hanek and Mrs. Hanek

AN ORDINANCE APPROVING THE PHASE 2 FINAL PLAT FOR THE
SOUTH LAKE SUBDIVISION LOCATED IN THE SOUTHWEST
NEIGHBORHOOD OF THE BRUNSWICK TOWN CENTER SPECIAL
PLANNING DISTRICT NO. 2.

WHEREAS: On November 4, 2016, the Brunswick City Planning Commission recommended approval to City Council of the Phase 2 final plat for the South Lake Subdivision located in the Southwest Neighborhood of the Brunswick Town Center Special Planning District No. 2, subject to certain enumerated conditions detailed in Exhibit "A" attached hereto.

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

SECTION 1: That the Phase 2 final plat for the South Lake Subdivision located in the Southwest Neighborhood of the Brunswick Town Center Special Planning District No. 2, as attached hereto as Exhibit "B", is hereby approved subject to the conditions enumerated by the Planning Commission and any other conditions imposed by City Council or the City Engineer.

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
Barb Ortiz

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 11/28/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 83-16** - A resolution urging contributions to local food banks - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Brian Ousley*)

BACKGROUND: The supply levels at local food banks are depleted after the holiday season and are typically at their lowest levels in January.

PURPOSE AND EXPLANATION: To encourage donations to food banks after the holidays.

IMPLEMENTATION SCHEDULE: Adopt after three readings.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

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

If emergency or suspension of the rules, why the request?
Adopt after three readings.

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 83-16

BY: Committee-of-the-Whole

A RESOLUTION URGING CONTRIBUTIONS TO LOCAL FOOD BANKS.

WHEREAS: Local food banks play an important role in the community by assisting those in need; and

WHEREAS: The supply levels at local foodbanks are depleted after the holiday season and are typically at their lowest levels in January.

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

SECTION 1: This Council herebyurges contributions to local food banks to help alleviate shortages in supply levels.

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

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

RULES SUSPENDED: AYES_____ NAYS_____

ADOPTED: _____ AYES_____ NAYS_____

ATTEST: _____

Clerk of Council
Barbara J. Ortiz

CITY OF BRUNSWICK, OHIO

ORDINANCE NUMBER



By:

AN EMERGENCY ORDINANCE ADOPTING THE ANNUAL APPROPRIATION BUDGET FOR EXPENDITURES OF THE CITY OF BRUNSWICK FOR THE YEAR BEGINNING JANUARY 1, 2017 AND ENDING DECEMBER 31, 2017

WHEREAS: The City of Brunswick Charter requires that an annual budget be prepared and submitted as provided by the laws of the State of Ohio;

WHEREAS: Ohio Revised Code Section 5705.38(A) requires this Council to adopt an annual appropriation budget; and

WHEREAS: City Council has publicly reviewed the 2017 Operating and Capital Budget and is desirous to comply with local and State Laws.

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

SECTION 1: That to provide for expenditures of the City of Brunswick, Ohio during the fiscal year beginning January 1, 2017 and ending December 31, 2017, the 2017 Operating and Capital Appropriation Budget, as attached hereto and incorporated herein as Exhibit "A", is hereby adopted.

SECTION 2: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare, and for the further reason that Ohio law prescribes time limitations on the adoption and certification of the 2017 Operating and Capital Appropriation Budget. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes.

PASSED: 1st Reading _____
2nd Reading _____
3rd Reading _____
Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Barbara J. Ortiz, CMC

City of Brunswick, Ohio
Exhibit "A" - Schedule of Fund Appropriations
For the Budget Year Ending December 31, 2017

Fund Number	Fund Name / Department	Personal Service	Other	Total
General Fund				
001	General Fund			
	City Council	176,035.00	84,970.00	\$ 261,005.00
	Mayor	92,341.00	85,638.00	\$ 177,979.00
	City Manager	174,204.00	121,175.00	\$ 295,379.00
	Information Technologies	179,995.00	210,538.00	\$ 390,533.00
	Engineering	21,208.00	308,671.00	\$ 329,879.00
	Building Department	268,817.00	190,406.00	\$ 459,223.00
	Cemetery Maintenance	-	15,850.00	\$ 15,850.00
	Janitorial Contract	-	17,503.50	\$ 17,503.50
	City Hall Building & Grounds	15,861.00	48,982.00	\$ 64,843.00
	Administrative Services	90,653.00	65,812.75	\$ 156,465.75
	Economic Development	98,942.00	130,621.00	\$ 229,563.00
	Animal Control	65,636.00	58,302.00	\$ 123,938.00
	Law Department	167,589.00	283,188.00	\$ 450,777.00
	Finance Department	210,253.00	185,705.00	\$ 395,958.00
	Income Tax Department	178,295.00	169,074.00	\$ 347,369.00
	Parks & Recreation Director	81,390.00	57,963.00	\$ 139,353.00
	Senior Activities	-	-	\$ -
	General Fund Administration	-	865,393.50	\$ 865,393.50
	Planning Division/Community Development	42,425.00	104,297.00	\$ 146,722.00
	Board of Building Appeals	344.00	1,215.00	\$ 1,559.00
	Board of Zoning Appeals	2,416.00	4,649.00	\$ 7,065.00
	Board of Civil Service	12,841.00	26,030.00	\$ 38,871.00
	Board of Ethics	2,840.00	2,005.00	\$ 4,845.00
	Board of Charter Review	-	-	\$ -
	Board of Commemorative Affairs	-	14,000.00	\$ 14,000.00
	General Fund Transfers / Advances	-	16,202,412.00	\$ 16,202,412.00
001	Total General Fund	\$ 1,882,085.00	\$ 19,254,400.75	\$ 21,136,485.75
Special Revenue Funds:				
110	Court Computerization Fund	9,459.00	16,631.00	\$ 26,090.00
111	FEMA Grant Fund	-	-	\$ -
114	Police Wages Fund	4,035,771.00	3,925,528.27	\$ 7,961,299.27
115	Fire Fund	2,201,121.00	2,294,940.00	\$ 4,496,061.00
116	Drug Enforcement Fund	-	-	\$ -
117	Street Repair & Maintenance Fund	1,028,941.00	1,859,420.50	\$ 2,888,361.50
118	State Highway Fund	-	123,050.00	\$ 123,050.00
119	Law Enforcement Fund	-	5,165.00	\$ 5,165.00
120	Brunswick Transit Alternative (BTA) Fund	29,463.00	430,072.00	\$ 459,535.00
121	RLF / CDBG Fund	-	-	\$ -
123	Brunswick Area Television (BAT) Fund	163,189.00	186,618.00	\$ 349,807.00
127	Parks Fund	195,570.00	405,151.00	\$ 600,721.00
129	Department of Justice Federal Grant Fund	-	93,938.82	\$ 93,938.82
130	DUI Enforcement & Education Fund	-	3,500.00	\$ 3,500.00
131	Recreation Center Fund	507,476.00	667,194.64	\$ 1,174,670.64
132	CHIP Grant Fund (CDBG)	-	-	\$ -
133	Home Improvement Grant Fund (CDBG)	-	-	\$ -
137	Medina County Safe Communities Federal Grant	-	-	\$ -
Enterprise Funds:				
223	Refuse Fund	56,659.00	2,255,284.00	\$ 2,311,943.00
224	Storm Water Management Fund	23,174.00	1,405,719.24	\$ 1,428,893.24
Capital Improvement Funds:				
300	General Permanent Improvement Fund	-	413,950.00	\$ 413,950.00

City of Brunswick, Ohio
Exhibit "A" - Schedule of Fund Appropriations
For the Budget Year Ending December 31, 2017

Fund Number	Fund Name / Department	Personal Service	Other	Total
332	Road Levy Fund		2,307,302.83	\$ 2,307,302.83
333	Road Improvement Fund	-	2,833,915.08	\$ 2,833,915.08
334	Traffic Control Fund	-	-	\$ -
335	Public Square Fund	-	-	\$ -
336	City Building Improvement Fund	-	-	\$ -
337	EPA Grant Fund		133,214.20	\$ 133,214.20
339	Fire Improvement Fund	-	-	\$ -
341	Park Improvement Fund	-	80,000.00	\$ 80,000.00
345	Ohio Environmental Infrastructure Grant Fund	-	-	\$ -
347	North Carpenter Road Improvement Fund	-	493,567.88	\$ 493,567.88
348	Boston Road Improvement Fund	-	93,519.24	\$ 93,519.24
349	Applewood Storm Sewer Improvement Fund	-	-	\$ -
353	I-71 / Rt. 303 Enhancement Fund	-	(0.00)	\$ (0.00)
358	Storm Sewer Improvement Fund	-	-	\$ -
359	South Industrial Parkway Improvement Fund	-	-	\$ -
360	Brunswick Lake Improvement Fund	-	352,471.16	\$ 352,471.16
361	Highland Drive Storm Sewer Improvement Fund	-	-	\$ -
362	OPWC North Carpenter Road Improvement Fund	-	-	\$ -
363	OPWC El Dorado Storm Water Improvement Fund	-	-	\$ -
364	OPWC Grafton/Hadcock Road Improvement Fund	-	-	\$ -
365	OPWC Hadcock Rd Reconstruction Phase II Fund	-	-	\$ -
366	OPWC Pearl Rd Improvement Fund		-	\$ -
367	OPWC Hadcock Rd Reconstruction Fund		680,090.23	\$ 680,090.23
368	OPWC Grafton Road Improvement Fund		1,220,000.00	\$ 1,220,000.00
369	OPWC Center Road Resurfacing Fund		256,986.48	\$ 256,986.48
Debt Service Funds:				
771	General Obligation Bond Retirement Fund	-	-	\$ -
777	Special Assessment BRF: Crosscreek Road	-	-	\$ -
778	Special Assessment BRF: Carpenter Road	-	-	\$ -
779	Special Assessment BRF: Laurel West Waterline	-	-	\$ -
780	Special Assessment BRF: Grafton Phase III	-	3,077.00	\$ 3,077.00
781	Special Assessment BRF: South Industrial Parkway	-	103,189.00	\$ 103,189.00
782	Special Assessment BRF: Laurel Road (2006)	-	46,487.50	\$ 46,487.50
783	Special Assessment BRF: Brunswick Lake - Dam	-	18,948.81	\$ 18,948.81
784	Special Assessment BRF: Brunswick Lake - Dredging	-	11,826.18	\$ 11,826.18
Agency Funds:				
880	Recreation Programs Agency Fund	-	-	\$ -
881	General Trust Agency Fund	-	500,000.00	\$ 500,000.00
882	Unclaimed Money Agency Fund	-	20,000.00	\$ 20,000.00
883	Twelve Step Agency Fund	-	-	\$ -
884	Family Violence Agency Fund	-	-	\$ -
885	Flexible Spending Agency Fund	-	75,000.00	\$ 75,000.00
886	Non-Residential 3% Building Permit Agency Fund	-	10,000.00	\$ 10,000.00
887	Residential 1% Building Permit Agency Fund	-	10,000.00	\$ 10,000.00
			Grand Total	\$ 52,723,066.81

CITY OF BRUNSWICK, OHIO

ORDINANCE NUMBER 84-16



By: Mrs. Hanek, Mr. Johnson and Mr. Salzgeber

AN EMERGENCY ORDINANCE ADOPTING THE ANNUAL APPROPRIATION BUDGET FOR EXPENDITURES OF THE CITY OF BRUNSWICK FOR THE YEAR BEGINNING JANUARY 1, 2017 AND ENDING DECEMBER 31, 2017

WHEREAS: The City of Brunswick Charter requires that an annual budget be prepared and submitted as provided by the laws of the State of Ohio;

WHEREAS: Ohio Revised Code Section 5705.38(A) requires this Council to adopt an annual appropriation budget; and

WHEREAS: City Council has publicly reviewed the 2017 Operating and Capital Budget and is desirous to comply with local and State Laws.

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

SECTION 1: That to provide for expenditures of the City of Brunswick, Ohio during the fiscal year beginning January 1, 2017 and ending December 31, 2017, the 2017 Operating and Capital Appropriation Budget, as attached hereto and incorporated herein as Exhibit "A", is hereby adopted.

SECTION 2: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare, and for the further reason that Ohio law prescribes time limitations on the adoption and certification of the 2017 Operating and Capital Appropriation Budget. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes.

PASSED: 1st Reading _____
2nd Reading _____
3rd Reading _____
Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Barbara J. Ortiz, CMC

CITY OF BRUNSWICK, OHIO

ORDINANCE NUMBER



By:

AN EMERGENCY ORDINANCE AMENDING SECTION 1 OF
ORDINANCE NO. 95-15 TO PROVIDE FOR A REVISED ALLOCATION
OF MUNICIPAL INCOME TAX RECEIPTS DURING THE PERIOD FROM
JANUARY 1, 2017 THROUGH DECEMBER 31, 2017

- WHEREAS: In accordance with Section 880.01(e) of the City of Brunswick Codified Ordinances, this Council is required to pass Ordinances from time to time to provide for the allocation of income tax receipts as required and permitted by Codified Ordinance Section 880.01; and
- WHEREAS: This Council has determined that the allocation formula during the period from January 1, 2017 through December 31, 2017 should maximize the amounts provided for municipal services and improvements; and
- WHEREAS: In order to carry out such purpose, subject to and consistent with the requirements of Section 880.01 of the Codified Ordinances, this Council has determined that it is necessary to amend Section 1 of Ordinance No. 95-15;
- WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:
- SECTION 1: That Section 1 of Ordinance No. 95-15, adopted on November 23, 2015, be and is hereby amended to read as follows:

“SECTION 1. Subject to and consistent with the provisions of Section 880.01 of the Codified Ordinances, during the period from January 1, 2017 through December 31, 2017, the income tax receipts collected under the provisions of Chapter 880 of the Codified Ordinances each month, after provision for costs of administering and enforcing the provisions of that Chapter, shall be allocated to and deposited in or transferred to the following funds in the following percentage allocations notwithstanding the tax year to which they are attributable, at the close of each month:

Fund	Allocation
Police Fund	49.25%
Fire Fund	26.50%
Street Repair & Maintenance Fund	7.50%
BTA Fund	1.00%
Parks Fund	3.50%
Capital Improvement Fund	2.75%
General Fund	9.50%

; provided that when amounts allocated to a fund reach the designated annual maximum for that fund for 2017 set forth below, no additional income tax receipts will be deposited into that fund in 2017. Any amounts in excess of such maximum allocations shall be allocated to the General Fund.

CITY OF BRUNSWICK, OHIO

ORDINANCE NUMBER



The annual maximum allocations for the various funds for 2017 shall be as follows:

Fund	Maximum Allocation
Police Fund	\$6,850,000
Fire Fund	\$3,875,000
Street Repair & Maintenance Fund	\$1,150,000
BTA Fund	\$145,000
Parks Fund	\$535,000
Capital Improvement Fund	No Limit
General Fund	No Limit

This Council finds and determines that, based on the City's estimated income tax receipts for 2017, the allocation percentages and maximum allocations set forth in this Section are consistent with the requirements of paragraphs (b), (c) and (d) of Section 880.01 of the Codified Ordinances. This Council shall act promptly to revise the foregoing allocation percentages and or maximum allocations if, as and when such revisions are necessary to ensure continuing compliance with the requirements of Section 880.01 of the Codified Ordinances.

The Finance Director/Income Tax Administrator shall provide Council with monthly financial reports reflecting amounts of the prior month's allocations to the various funds and year to date allocations to the various funds and confirming the City's continuing compliance with the requirements of Section 880.01 of the Codified Ordinances.

SECTION 2: That Section 1 of Ordinance No. 95-15, as adopted on November 23, 2015, be and is hereby repealed.

SECTION 3: The Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating to the passage of this Ordinance were taken, and all deliberations of this Council and of any of its committees that resulted in such formal action were held, in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the additional reason that this Ordinance is necessary for the usual daily operation of a municipal government. Therefore the same shall be in full force and effect immediately after its passage by the required number of votes; otherwise, the earliest time permitted by law.

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

CITY OF BRUNSWICK, OHIO

ORDINANCE NUMBER



ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Barbara J. Ortiz, CMC

CITY OF BRUNSWICK, OHIO

ORDINANCE NUMBER 85-16



By: Mrs. Hanek, Mr. Johnson & Mr. Salzgeber

AN EMERGENCY ORDINANCE AMENDING SECTION 1 OF
ORDINANCE NO. 95-15 TO PROVIDE FOR A REVISED ALLOCATION
OF MUNICIPAL INCOME TAX RECEIPTS DURING THE PERIOD FROM
JANUARY 1, 2017 THROUGH DECEMBER 31, 2017

- WHEREAS: In accordance with Section 880.01(e) of the City of Brunswick Codified Ordinances, this Council is required to pass Ordinances from time to time to provide for the allocation of income tax receipts as required and permitted by Codified Ordinance Section 880.01; and
- WHEREAS: This Council has determined that the allocation formula during the period from January 1, 2017 through December 31, 2017 should maximize the amounts provided for municipal services and improvements; and
- WHEREAS: In order to carry out such purpose, subject to and consistent with the requirements of Section 880.01 of the Codified Ordinances, this Council has determined that it is necessary to amend Section 1 of Ordinance No. 95-15;
- WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:
- SECTION 1: That Section 1 of Ordinance No. 95-15, adopted on November 23, 2015, be and is hereby amended to read as follows:

“SECTION 1. Subject to and consistent with the provisions of Section 880.01 of the Codified Ordinances, during the period from January 1, 2017 through December 31, 2017, the income tax receipts collected under the provisions of Chapter 880 of the Codified Ordinances each month, after provision for costs of administering and enforcing the provisions of that Chapter, shall be allocated to and deposited in or transferred to the following funds in the following percentage allocations notwithstanding the tax year to which they are attributable, at the close of each month:

Fund	Allocation
Police Fund	49.25%
Fire Fund	26.50%
Street Repair & Maintenance Fund	7.50%
BTA Fund	1.00%
Parks Fund	3.50%
Capital Improvement Fund	2.75%
General Fund	9.50%

; provided that when amounts allocated to a fund reach the designated annual maximum for that fund for 2017 set forth below, no additional income tax receipts will be deposited into that fund in 2017. Any amounts in excess of such maximum allocations shall be allocated to the General Fund.

CITY OF BRUNSWICK, OHIO

ORDINANCE NUMBER 85-16



The annual maximum allocations for the various funds for 2017 shall be as follows:

Fund	Maximum Allocation
Police Fund	\$6,850,000
Fire Fund	\$3,875,000
Street Repair & Maintenance Fund	\$1,150,000
BTA Fund	\$145,000
Parks Fund	\$535,000
Capital Improvement Fund	No Limit
General Fund	No Limit

This Council finds and determines that, based on the City's estimated income tax receipts for 2017, the allocation percentages and maximum allocations set forth in this Section are consistent with the requirements of paragraphs (b), (c) and (d) of Section 880.01 of the Codified Ordinances. This Council shall act promptly to revise the foregoing allocation percentages and or maximum allocations if, as and when such revisions are necessary to ensure continuing compliance with the requirements of Section 880.01 of the Codified Ordinances.

The Finance Director/Income Tax Administrator shall provide Council with monthly financial reports reflecting amounts of the prior month's allocations to the various funds and year to date allocations to the various funds and confirming the City's continuing compliance with the requirements of Section 880.01 of the Codified Ordinances.

SECTION 2: That Section 1 of Ordinance No. 95-15, as adopted on November 23, 2015, be and is hereby repealed.

SECTION 3: The Council finds and determines that all formal actions of this Council and of any of its committees concerning and relating to the passage of this Ordinance were taken, and all deliberations of this Council and of any of its committees that resulted in such formal action were held, in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the additional reason that this Ordinance is necessary for the usual daily operation of a municipal government. Therefore the same shall be in full force and effect immediately after its passage by the required number of votes; otherwise, the earliest time permitted by law.

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

CITY OF BRUNSWICK, OHIO

ORDINANCE NUMBER 85-16



ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Barbara J. Ortiz, CMC

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 11/28/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager
Robert Marok

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 87-16** - A resolution authorizing the City Manager to enter into an agreement with Comdoc Inc. for the lease, service and supply of copier equipment - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Robert Marok*)

BACKGROUND: The City of Brunswick is currently in a lease and contract for lease and service and supplies through Comdoc. Inc. Several companies came forward to buy out the lease and replace copiers in the city including Comdoc Inc. After review of the proposals, Comdoc Inc proposal was the best from both an economic and equipment perspective.

PURPOSE AND EXPLANATION: Comdoc Inc as well as several other vendors were compared against their proposals to buy the City of Brunswick out of it's current lease. The attached proposal lowers both the lease cost to the City as well as the price per print option. Comdoc Inc proposal is secured under the Sourcing Alliance agreement which the city has previously entered into.

IMPLEMENTATION SCHEDULE: With adoption the copiers will be delivered and we will deploy them at the end of the year beginning of 2017

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The lease payment will be \$ 1769.17 per month to cover all city departments. The price per print will also drop to .0060 for black and white and .040 for color. Resulting in both lease savings and price per print savings.

All expenditures and lease agreements are subject to Council adopted appropriations being in place pursuant to ORC 5705.

RECOMMENDED ACTION:

One Reading	No
Two Readings	Yes

Three Readings	No
Emergency	No
Suspension of Rules	Yes

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

To allow for the the City to begin realizes the savings presented by replacing the equipment and to assist in replacing the equipment in an efficient manner a request for a suspensions of the rules is being made

**ADDITIONAL
INFORMATION:**



A Xerox Company

At ComDoc it's our mission

To provide an unparalleled customer experience through the power of people, technology, and innovation.

DOCUMENT MANAGEMENT AGREEMENT

2016



Corporate Office: 3458 Massillon Road, Uniontown, OH 44685
Phone: 800.321.1009 Fax: (330) 896.9217 Web: comdoc.com

Revised 1/19/16

We have written this Document Management Agreement (the "Agreement") in simple and easy-to-read language because we want you to understand its terms. Please read this Agreement carefully and feel free to ask us any questions you may have about it. We use the words You and Your to mean the customer. The words We, Us and Our refer to ComDoc.

Legal Customer Name		Mailing Address	
City of Brunswick		4095 Center Rd	
City	County	State	Zip
Brunswick	MEDINA	OH	44212
Equipment Location, if other than customer's address above		Address	
City	County	State	Zip

Federal Taxpayer ID: 34-6006433

1. We agree to provide to You the Equipment listed in 3 below and You promise to pay Us the minimum monthly payment in 2 below according to the following pricing.

<u>Black Impressions</u>	<u>Color Impressions</u>	<u>ColorQube Impressions</u>
Up to <u>0</u> black impressions per month	Up to <u>0</u> color impressions per month	Level 1: Up to <u>0</u> Level 1 impressions per month Additional Level 1 impressions at <u>0.00000</u> per impression
Additional black impressions at <u>0.00600</u> per impression	Additional color impressions at <u>0.04000</u> per impression	Level 2: Up to <u>0</u> Level 2 impressions per month Additional Level 2 impressions at <u>0.00000</u> per impression
<u>Black Managed Print Impressions</u>	<u>Color Managed Print Impressions</u>	Level 3:
Up to <u>0</u> black Managed Print impressions per month	Up to <u>0</u> color Managed Print impressions per month	Up to <u>0</u> Level 3 impressions per month Additional Level 3 impressions at <u>0.00000</u> per impression
Additional black impressions at <u>0.00600</u> per impression	Additional color impressions at <u>0.04000</u> per impression	

2. Minimum Monthly Payment: \$1,769.17 Term of Agreement 60 Months

3. Equipment covered by this Agreement:

(1) Xerox WorkCentre 7845, (5) Xerox WorkCentre 7835, (1) Xerox WorkCentre 5955, (2) Xerox WorkCentre 6605,
(2) Xerox WorkCentre 6655, (1) Xerox WorkCentre 3615
HP Printers and Xerox 3550s Service and Supply Only ☐ SEE ATTACHED SCHEDULE A (Signed by Officer)

If any taxes are due, You agree to pay the tax in addition to Your monthly payment. Payments are due monthly beginning _____ and continue on the same day of each month until fully paid. You agree to pay for the monthly minimum number of impressions at the base charge per impression, even if You produce less than the minimum number of impressions. An impression is defined as a standard 8.5" x 11" print/copy. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name. You agree to all the terms and conditions shown on this Agreement to include pages 2 and 3, that those terms and conditions are a complete and exclusive statement of Our agreement and that they may be modified only by written agreement and not by course of performance. You agree that this Agreement cannot be terminated except as provided for in this Agreement. You also agree that the Equipment will not be used for personal, family or household purposes. You acknowledge receipt of a copy of this Agreement. We have no obligation to You until We accept this Agreement by signing below. No separate amendments to this contract are valid unless signed by a ComDoc Corporate Officer

Accepted on: _____

X
(ComDoc Acceptance)

Dated _____, 20 _____

X
(Customer Acceptance)

(Printed Name)

(Title)

(Continued from page 1 of 3)

4. **Transition Billing:** In order to facilitate a uniform billing cycle, the "Effective Date" of this Agreement will be the 1st day of the month. You agree to pay a prorated amount for the period between the installation date and the Effective Date. This payment will be based on the minimum monthly payment prorated on a 30-day calendar month and will be added to Your first invoice.
5. **Additional Impressions:** You agree to notify Us of meter readings upon request. Meters will be reconciled quarterly and You will be billed for any additional impressions based on the additional impression rate. If impressions are not included, meters will be reconciled on a monthly basis based on actual usage. We have the right to invoice estimated meter reads or assigned volumes based on industry benchmarks if actual meter reads are not available.
6. **Late Charge:** If any part of a payment is more than 10 days late, You agree to pay a late charge of 10% of the scheduled payment.
7. **Automatic Agreement Renewal:** You shall provide Us written notice with Your intention to exercise Your option to return all, but not less than, all of the Equipment covered under this Agreement. The written notice must be received no less than 90 days, but not more than 120 days prior to the expiration date of this Agreement term. If You elect to return the Equipment to Us at the expiration of the original or any renewal term of the Agreement, You agree to return the Equipment in accordance with paragraph 10. If We have not received written notice from You of Your intention to return the Equipment at Your expense, or if You do not return the Equipment after providing notice, this Agreement will automatically renew for succeeding one-year periods commencing at the expiration of the original term. If renewed, the first renewal payment will be due the first day after the original term expires.
8. **Ownership of Equipment:** We are the owner of the Equipment and have title to the Equipment. You agree to keep the Equipment free and clear of all liens and claims.
9. **Warranties:** We pass along to You all manufacturer warranties on this Equipment. **WE MAKE NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE EQUIPMENT IS FIT FOR A PARTICULAR PURPOSE OR THAT THE EQUIPMENT IS MERCHANTABLE.** ComDoc shall in no event be liable for any indirect, special or consequential damages or lost profits suffered or claimed to have been suffered by Customer as a consequence of any deficiency or insufficiency therein and/or in any services, supplies or spare parts provided to Customer by ComDoc. ComDoc's liability to Customer, if any, shall in no event exceed the total amount paid to ComDoc hereunder by Customer.
10. **Location of Equipment:** You will keep the Equipment at Your address as identified within this Agreement. You agree that the Equipment will not be moved from that address unless You get Our written permission in advance. If You exercise Your option to return the Equipment at the end of the term, You will immediately return the Equipment to Us in good condition to any place We designate. You will prepay all expenses of crating and shipping and You will properly insure the shipment.
11. **Loss; Damage; Insurance:** You agree to keep the Equipment fully insured against loss until this Agreement is paid in full and to have US and Our assigns named as lender's loss payable. You also agree to maintain public liability insurance covering both personal injury and property damage and You shall name US and Our assigns as additional insured. You agree to provide US certificates or evidence of insurance acceptable to Us, before this Agreement term begins. If You do not provide Us with acceptable evidence of insurance, We may, but will not be required to either 1) obtain such insurance for You and You will pay Us for the insurance premiums and related charges on which We may make a profit, or 2) We will add a monthly fee as a result of Our administrative costs and credit risk, on which We may make a profit.
12. **Indemnity:** You agree to reimburse Us for and to defend Us against any claim for losses or injuries caused by the Equipment. This indemnity obligation will continue even after the termination of this Agreement.
13. **Taxes and Fees:** You agree to pay a one-time documentation fee, all sales and use taxes, personal property taxes and all other taxes and charges, license and registration fees, relating to the possession or use of the Equipment as part of this Agreement or as billed by Us. You agree that if We pay any taxes or charges on Your behalf, You shall reimburse Us for all such payment. You agree that We have the right to bill applicable personal property taxes on an annual basis, with an administrative fee. You also agree to reimburse Us upon demand for any filing, releasing and associated fees incurred by Us in connection with any UCC financing statements or other filings. We may make a profit on any fees.
14. **Assignment:** You have no right to sell, transfer, or assign the Equipment or this Agreement. You agree that We may assign this Agreement without notice. If We do assign this Agreement, the new owner will have the same rights and benefits that We have now and ComDoc remains responsible for all of the obligations committed in this Agreement and the assignee is not responsible for such obligations. You agree not to assert against the new owner, assignee or secured party any claim, defense or right of offset that You may have against Us.
15. **Default:** This Agreement may not be prepaid and is non-cancelable, except as stated in the Accountability Guarantee. If You do not pay any payment when due or if You break any of Your promises in this Agreement, You will be in default. We agree to provide You with written notice and a 15-day period of time to remedy the situation before exercising this clause. If You default, We can require and You will immediately pay the remaining payments under this Agreement and, at Our option, pay to Us an amount equal to Our residual interest in the Equipment as indicated by Our records or return the Equipment to Us pursuant to Section 10. It is further agreed that Your rights and remedies are governed exclusively by this Agreement. We can also use any of the remedies available to Us under the Uniform Commercial Code. If We refer this Agreement to an attorney for collection, You agree to pay Our reasonable attorney's fees and actual court costs. If We have to take possession of the Equipment, You agree to pay the cost of repossession. You agree that We will not be responsible to pay You any consequential or incidental damages for any default by Us under this Agreement.
16. **Other Rights:** You agree that any delay or failure to enforce Our rights under this Agreement does not prevent Us from enforcing any rights at a later time.
17. **Finance Lease:** You agree that this Agreement is a Finance Lease under Article 2A of the UCC. To the extent permitted by applicable law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 522. If it is determined that this Agreement constitutes a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record a UCC-1 financing statement or similar instrument in order to protect Our interest in the Equipment. You hereby appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing returns associated with any taxes, so long as the filing does not interfere with Your right to use the Equipment.
18. **Legal Venue:** This Agreement and the respective rights and obligations of the parties shall be construed in accordance with and governed by the laws of the state of Ohio or the state of its assignee's principal place of business, as elected by Us or Our assignee. Both parties agree to waive their right to a jury trial.
19. **Miscellaneous:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart is marked "Original" and is in our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature and Our original signature (whether affixed by or on behalf of Us) will be the sole "original" chattel paper and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.
20. **Accountability Guarantee:** For the Equipment in Section 3 that we service, should You experience more than three (3) emergency service calls per month on provided Equipment for three (3) consecutive months (preventative, operator error, or volume-related issues excluded), We will: 1. Within 30 days written notice from You to our Branch Manager of any Equipment failure, at Our option We will either repair the Equipment to correct the problem or replace the item of Equipment with one of comparable features. 2. We will have thirty (30) days to correct the problem. If We fail to correct the problem or replace the Equipment, then You may cancel this particular unit(s) with no further obligations for it after return of the Equipment and payment of all invoices through the date of removal and final meter reconciliation. This Agreement or any portion thereof is non-cancelable for any other reason.

Customer Initials _____

Date _____

Our Agreement also covers the following:

- a. Full Maintenance covering all devices identified in Section 3 on Page 1 or Schedule A (hereinafter the "Equipment"). Full maintenance includes all parts, labor, and travel. We can also provide non-hardware related support on a time and material basis.
- b. All Toner/Ink. All supplies We provide are not for resale, and You agree to return to Us any supplies not used. We may charge You a monthly supply freight fee to cover Our costs of shipping supplies to You. Delivery of supplies above manufacturer's suggested yields for Your impression volume may result in increased charges.
- c. We will replace any system under this Agreement when, by Our records, its uptime percentage drops below 90% for three consecutive months. A replacement system will have comparable features and accessories and will not have been used beyond 25% of its total estimated life (based on manufacturer's ratings). When a system is replaced, it remains property of ComDoc.
- d. We will provide, at Your written request, semi-annual printouts of service histories on all Equipment covered by this Agreement to verify that no unit has fallen below the reliability standards specified in this Agreement.
- e. Your minimum monthly payment and overage amount, if any, are defined on page 1 of this Agreement. ~~We may increase Your minimum monthly payment by no more than 5 percent per year, and Your overage amount by no more than 10 percent per year, effective on each anniversary date of the Agreement.~~
- f. This agreement includes FM Audit software licenses for the term of this Agreement. You agree that if You opt out of utilizing FM Audit You will register and submit monthly meter reads via the ComDoc website at my.comdoc.com.
- g. We provide a thirty (30) day warranty (from the date of install) on professional services performed during the implementation of Your Equipment. During the warranty period there will be no charge for additional onsite support. We will provide additional professional services and support, either in person or remotely, beyond the thirty (30) day warranty on a time and material basis.
- h. You agree to use Our 3-step remote connectivity process that will allow Us to proactively install Your network information on the Equipment prior to delivery to Your location. 1) We will contact your IT resource for Your primary network information, 2) We will assist your IT resource in loading the necessary print drivers on Your server for up to 5 individual computers, 3) We will remove your existing devices when your new Equipment is installed. During this process, if You have any questions or need assistance, please contact our Customer Support Team at 800-321-4846.

 Robert Marok

IT Resource Name

 rmarok@brunswick.oh.us

IT Resource Email

 216-313-2944

IT Resource Phone Number

- i. If You choose on-site installation, We will charge You \$ _____ for this service. _____ (Customer's Initials)
- j. You acknowledge that this Agreement includes the following software and/or other items and related maintenance and support for the terms indicated below.

<u>Description</u>	<u># of Months Included in Contract</u>
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____

Any additional software not listed above or maintenance and support beyond the term indicated above are in addition to this Agreement. You will be billed for Software support at the then current rate that is beyond the initial number of months included above until you notify us of support cancellation. If software is included in this agreement, you agree to pay the Minimum Monthly Payment in Section 2 on page 1 of 3 even if the software has not been installed and/or the scope of work has not been completed. Any other professional services and analyst coverage in addition to an initial statement of work and install warranty will be provided on a billable time and material basis.

Customer Initials _____

Date _____

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH COMDOC INC. FOR THE LEASE, SERVICE AND
SUPPLY OF COPIER EQUIPMENT.

WHEREAS: The City belongs to the Sourcing Alliance, which is a Council of Governments organized pursuant to Ohio Revised Code Chapter 167 and a 501(c)(3) not-for-profit that creates and manages group purchasing programs for local governments in accordance with applicable law, which is similar the Ohio Cooperative Purchasing Program;

WHEREAS: The City is currently a party to an Agreement with Comdoc Inc. for the lease, service and supply of copier equipment as procured through the Sourcing Alliance;

WHEREAS: Several copier equipment companies, including Comdoc Inc., have submitted proposals to the City to buyout the current Agreement and supply copier equipment to the City;

WHEREAS: Upon review of proposals received, the proposal submitted by Comdoc Inc. is determined to be the lowest and best and will result in lower lease and price per print costs; and

WHEREAS: The proposal received from Comdoc Inc. was procured through the Sourcing Alliance.

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

SECTION 1: That the City Manager is hereby authorized, upon approval of the Law Director, to enter into an Agreement with Comdoc Inc. for the lease, service and supply of copier equipment, which Agreement shall be subject to termination of the current Agreement and annual appropriations by this Council in accordance with applicable law.

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

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

RULES SUSPENDED: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____

Clerk of Council
Barbara J. Ortiz

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 87-16

BY: Committee-of-the-Whole

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH COMDOC INC. FOR THE LEASE, SERVICE AND
SUPPLY OF COPIER EQUIPMENT.

WHEREAS: The City belongs to the Sourcing Alliance, which is a Council of Governments organized pursuant to Ohio Revised Code Chapter 167 and a 501(c)(3) not-for-profit that creates and manages group purchasing programs for local governments in accordance with applicable law, which is similar the Ohio Cooperative Purchasing Program;

WHEREAS: The City is currently a party to an Agreement with Comdoc Inc. for the lease, service and supply of copier equipment as procured through the Sourcing Alliance;

WHEREAS: Several copier equipment companies, including Comdoc Inc., have submitted proposals to the City to buyout the current Agreement and supply copier equipment to the City;

WHEREAS: Upon review of proposals received, the proposal submitted by Comdoc Inc. is determined to be the lowest and best and will result in lower lease and price per print costs; and

WHEREAS: The proposal received from Comdoc Inc. was procured through the Sourcing Alliance.

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

SECTION 1: That the City Manager is hereby authorized, upon approval of the Law Director, to enter into an Agreement with Comdoc Inc. for the lease, service and supply of copier equipment, which Agreement shall be subject to termination of the current Agreement and annual appropriations by this Council in accordance with applicable law.

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

2

2nd Reading _____3rd Reading _____

RULES SUSPENDED: AYES_____NAYS_____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____

Clerk of Council
Barbara J. Ortiz

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 11/28/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager
Robert Marok

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 88-16** - An emergency resolution authorizing the City Manager to renew an agreement with Emergency Communications Network for the provision of Code Red emergency notification service - **1st Reading** (To be brought from Safety & Environment Committee, *Administration/Rob Marok*)

BACKGROUND: The City of Brunswick has utilized the Emergency Communication Network's Code Red Service for mass notification for several years and it continues to provide automated weather alerts as well as emergency notification made by the Brunswick Dispatch Center. The resolution will allow the City Manager to continue the contract with EmergencyCommunications Network.

**PURPOSE AND
EXPLANATION:**

Current Resident / Business Data

Total Phone Records:	25,031
Texts Addressees:	6,111
Emails Addressees:	4,757
Weather Warning Sign-ups:	10,859

IMPLEMENTATION

SCHEDULE: Immediate following passage

FINANCIAL

INFORMATION: - - 17,000 - - - 17000

FINANCIAL

SUMMARY: The 17,000 covers the cost of the contract and the base of 50,000 minutes. Overages are covered in 10% increments based on minute usage.

Appropriations for this contract are expected to be included in the 2017 budget proposal under account#123-0460-54284. Subject to Council approval and sufficient appropriations in place pursuant to ORC 5705.

**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?

To continue the emergency notification service for residents of the City of Brunswick

**ADDITIONAL
INFORMATION:**

CodeRED® Weather Warning Service Addendum

This is an Addendum to that certain CodeRED Services Agreement effective January 1, 2014 (the "Agreement") entered into by and between the City of Brunswick (hereinafter "Licensee") a body politic of the State of Ohio located at 4095 Center Road, Brunswick, OH 44212 and Emergency Communications Network, LLC (hereinafter "Licensor"). This Addendum shall be effective as of January 1, 2014 (the "Effective Date"). In consideration of the promises set forth herein and outlined in the Agreement, Licensee and Licensor agree to amend the Agreement in the following manner:

1. Terms used herein which are not otherwise defined shall have the meanings given to them in the Agreement.
2. The following terms shall be added to the Agreement:

CodeRED® Weather Warning Service: Licensor's CodeRED Weather Warning Service (CRWW) expands the benefits of the CodeRED service to include the automatic launching of prerecorded Weather Warning call-out projects to Licensee approved subscribers. These automated call-outs are initiated by the issuance of a Severe Weather Bulletin by the National Weather Service (NWS), with no intervention on the part of Licensee or Licensor. Call recipients are determined by matching the geographic locations associated with a database of opt-in subscribers against the geographic polygon(s) associated with Severe Weather Warnings issued by NWS.

CRWW Terms of Use:

Subscribers: Severe weather events can occur at any time of day or night. Accordingly, CRWW calls will automatically be launched in response to the issuance of NWS Bulletins at any time, 24 hours/day. Unlike the CodeRED service which is pre-populated with calling data for residential and business telephones, the CRWW service targets the telephone numbers of ONLY those households and business that have CHOSEN to participate through an opt-in process. Residents and businesses within the City of Brunswick, Ohio who wish to receive the CRWW calls can add their name and geographic location to the CRWW subscriber database via the Licensee's CodeRED Residential Update Website. This site is hosted by Licensor for the purpose of allowing citizens to add their contact information to both the CodeRED database and the CRWW database via the Internet. Subscribers shall be subject to the terms and conditions of the CRWW service, which can be reviewed at: <http://www.coderedweb.com/codereddataentry/terms.cfm>. ONLY THOSE CITIZENS WHO OPT-IN TO THE CRWW SERVICE WILL BE ELIGIBLE TO RECEIVE WEATHER WARNING CALLS. LICENSEE MUST APPROVE ALL SUBSCRIBER ENTRIES PRIOR TO THEIR BEING ACTIVATED AND ENTERED INTO THE CALLING DATABASE. All subscriber data is the sole and exclusive property of Licensor.

Limits on Calling Database: Citizens are allowed to enter up to two (2) telephone contact numbers for each CRWW address. Only addresses falling within the geography covered under the Agreement are eligible to receive CRWW calls. Licensee is responsible for removing subscriber addresses that fall outside of its covered municipality prior to approving records via the on-line Residential Update approval process.

CodeRED Minute Bank Balance: Calls placed automatically via the CRWW Service have no effect on the minute bank balance associated with the CodeRED Service. The additional fees (described below) for the CRWW Service include all minutes used in the delivery of all warning calls made during the term of this Addendum.

JAN/07/2014/TUE 01:35 PM

FAX No.

P. 010

Licensee: The CRWW Service is available only as an add-on service module for Licensees of the CodeRED Service. The CRWW service license will not be provided under the terms of this Addendum unless a current active Standard CodeRED Services agreement is in effect.

COST FOR CRWW: As a value added service to the Licensee's current Agreement Licenser will include the CRWW Service at NO COST for the initial term of this Addendum, which shall coincide with the Initial Term of the Agreement. The cost for each successive term of this Addendum, which shall coincide with any Renewal Term of the Agreement, is at NO COST. Payment terms shall be identical to the terms contained in the original Agreement for the CodeRED Service. Pricing for CRWW is separate and independent from CodeRED Service Agreement pricing, and the CRWW service can be removed from the CodeRED Service by Licensee by providing 30 days written notice prior to the end of the then-current Initial Term or Renewal Term of the Agreement. Licensee will be notified of any price change for CRWW a minimum of 90 days in advance of the renewal date.

TERM: The term of the CRWW Addendum shall commence as of the Effective Date and shall be for so long as Licensee maintains an active CodeRED Services Agreement and has paid the appropriate fees listed above. Upon termination of the Agreement, access to the CRWW system will terminate and Licenser shall terminate all individual subscriber accounts.

3. This Addendum shall not modify any terms and conditions of the Agreement, which shall remain in force and effect for the term of the Agreement.

City of Brunswick, Ohio

Licensee

Signature: Name: CARL S. DEFORESTTitle: TEMPORARY CITY MANAGERDate: 1/7/14Emergency Communications Network, LLC

Licenser

Signature: Name: David DiGiacomoTitle: PresidentDate: 02/07/2014

APPROVED AS TO LEGAL FORM


LAW DIRECTOR

MJS

CODERED SERVICES AGREEMENT

This CodeRED® Services Agreement ("Agreement") is made and effective as of January 1, 2014 (the "Effective Date") by and between Emergency Communications Network, LLC, a Delaware Limited Liability Company ("Licensor") located at 9 Sunshine Boulevard, Ormond Beach, FL 32174 and the City of Brunswick, a body politic and corporate of the State of Ohio ("Licensee") located at 4095 Center Road, Brunswick, OH 44212.

Whereas, Licensor is the owner of a service identified as "CodeRED® Emergency Notification System" (the "Service"), which is designed to allow authorized licensed users to have access 24 hours a day, 7 days a week for the purpose of generating high-speed notifications to targeted groups via an Internet-hosted software application;

Whereas, Licensee is an existing user of the Service and desires to continue utilizing the Service for the purpose of communicating matters of public interest and concern, by replacing the terms of its prior CodeRED Services Agreement, and any associated addenda thereto (collectively, the "Prior Agreement") with this Agreement.

Now therefore, the parties agree as follows:

1. **License:** Licensor grants Licensee a non-exclusive and non-transferable license (the "License") to use the Service for Licensee's own purpose, in accordance with the terms of this Agreement. Licensor reserves the right to either charge additional fees or terminate this Agreement if other parties not contemplated in this Agreement are granted access to the Service by Licensee. Licensee assumes full and complete responsibility for the use of the Service by anyone whom Licensee permits to use the Service or who otherwise uses the Service through Licensee's access codes.

Licensee may not assign, license, sublicense, rent, sell or transfer the License, the Service, those codes used to access the Service, or any rights under this Agreement. To access the Service, Licensor will provide Licensee with up to five (5) unique user name(s) and password(s). Additional users pass codes may be obtained at an additional annual fee as outlined in Exhibit A, attached hereto and incorporated by reference.

2. **Ownership:** Licensee also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with the Service or any software provided. The Licensee's License confers no title or ownership in the Service or its underlying technology.
3. **Functionality:** The Service provides the ability for Licensee to generate high-speed notifications to geographically selected calling areas and/or listed databases via an Internet-hosted software application. The Service utilizes an interactive voice response telephone service to record Licensee voice messages and initiate telephone call-out projects. Licensee's community database(s) shall be limited to containing contact data located within the geographic boundaries (determined by Lat/Lon coordinates) of the City of Brunswick, Ohio (the "Calling Area"). Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America. International call rates may be set by separate agreement. Any additional Service functions will be charged at the rates on Exhibit A.
4. **Term:** This Agreement, and the License extended herein, will continue for a period of one (1) year (the "Initial Term") commencing on the Effective Date. Upon termination of this Agreement, whether by expiration of the Initial Term, any Renewal Term (as hereinafter defined) (the Initial Term and any Renewal Term, collectively, the "Term"), or as otherwise set forth herein, Licensee's access to the Service will be terminated and all System Minutes remaining on account shall transfer solely to Licensor.
5. **Costs for the Service:** During the Term of this Agreement, Licensee agrees to pay all costs and fees for utilizing the Service, as described in Exhibit A, and as set forth in this paragraph. Licensee understands and agrees that it will purchase prepaid minutes for the Service ("System Minutes"). Licensee further understands and agrees that whenever Licensee utilizes the Service, the actual calling minutes used by Licensee while utilizing the Service will be deducted from the balance of System Minutes remaining in Licensee's System Minutes account or bank. Licensee is responsible to maintain, at all times, a sufficient

balance of System Minutes on account. Payment for the Service or System Minutes is due and payable upon receipt of invoice (ROI). Finance charges at a rate of 1% per month (12% per annum) will be charged on all balances outstanding beyond 60 days. All payments due under this Agreement shall be paid to: Emergency Communications Network, LLC at 9 Sunshine Blvd., Ormond Beach, FL 32174. Notwithstanding the Effective Date herein, Licensee understands and agrees that this Agreement, including but not limited to the prices set forth on Exhibit A, are not final until this Agreement has been fully executed, and that the offer set forth in this Agreement shall automatically be deemed rescinded in the event that this Agreement is not fully executed by Licensor and Licensee on or before January 17, 2014.

6. **Free Testing and Training Minute Blocks:** Licensee is allotted free time on the system which runs the Service for the purpose of testing and training. Licensee understands and agrees that the following conditions must be met in order for Licensee to utilize the free minute bank specified in Exhibit A:

a) Minutes used for testing and training will be deducted from Licensee's minute bank at the time of using the Service;

b) Licensee must notify Licensor in writing within 60 days from the date the Service was used for testing or training, specifying qualified project(s) and minutes used, to request that such minutes be designated as free minutes and restored to the minutes that were deducted from Licensee's System Minute bank. Licensee understands and agrees that, if Licensee fails to notify Licensor within 60 days of the use of the Service, the minutes used will not be eligible for restoration as free minutes, and will remain deducted from Licensee's System Minute bank as described above;

c) Any unused minutes are not transferable, and shall only roll over by written agreement; and

d) Licensor will have the final right to deem all free calling minutes eligible or ineligible for reimbursement under this paragraph.

7. **Unlimited Emergency System Minute Blocks:** Licensor will grant Licensee unlimited use of the Service for delivering Emergency Messages within the Calling Area. Emergency Messages are defined as messages delivered for incidents that are an immediate danger to life and/or property. Licensee understands and agrees that the following conditions must be met in order for Licensee to utilize the unlimited Emergency System Minute bank specified in Exhibit A:

a) Minutes used for Emergency Messages will be deducted from Licensee's minute bank at the time of using the Service;

b) Licensee must notify Licensor in writing within 60 days from the date the Service was used for Emergency Messages, specifying qualified project(s) and minutes used, to request that such minutes be designated as free emergency minutes and restored from the minutes that were deducted from Licensee's System Minute bank. Licensee understands and agrees that, if Licensee fails to notify Licensor within 60 days of the use of the Service, the minutes used will not be eligible for restoration as free Emergency Messages minutes, and will remain deducted from Licensee's System Minute bank as described;

c) Any unused minutes are not transferable, and shall only roll over by written agreement; and

d) Licensor will have the final right to deem all Emergency Messages calling minutes eligible or ineligible for reimbursement under this paragraph.

8. **Annual System Minute Bank Replenishment:** Each year, Licensee will have access to 50,000 System Minutes. The System Minute bank will be refilled every year, for so long as this Agreement is in effect, to 50,000 System Minutes, upon the anniversary of the Effective Date, as set forth in this Agreement. System Minutes are not transferable and do not rollover from year to year, unless otherwise paid for and agreed in writing. If the entire bank of System Minutes is exhausted during the given year, Licensee will

be required to repurchase System Minutes according to the System Minute bank refill provisions described herein.

9. **Discount Contract Extension:** Upon each annual anniversary of the Effective Date, this Agreement may extend for additional one-year periods (each a "Renewal Term"). If activated, this contract extension provision will continue to extend the Agreement period by one (1) additional year at the end of each one (1) year Initial Term or Renewal Term. Licensee's extension of the Agreement for a Renewal Term shall be deemed activated upon Licensors acceptance of any of the following prior to the end of the Initial Term or then-current Renewal Term: Licensors acceptance of a renewal letter, electronically or hard copy, from Licensee; Licensors acceptance of a Purchase Order for payment of the Service for one additional year from Licensee; or Licensors acceptance of payment from Licensee for one additional year of the Service. In the event the Agreement is extended:

- a) Licensee's System Minute bank will be replenished to the annual 50,000 minute balance;
- b) Licensors will update its systems to extend the active software License and associated access codes for one (1) additional year of use;
- c) Licensors will invoice Licensee for one (1) additional year of Service at the rate of seventeen thousand dollars (\$ 17,000) per year, and
- d) Licensee agrees to pay the contract extension fee set forth in this paragraph for each Renewal Term upon receipt of invoice from the Licensors, subject to the terms as set forth in paragraph 5.

Licensee understands and agrees that its failure to extend the Agreement pursuant to this section may result in increased costs for the Service in the event that Licensee requests Licensors to provide any services to Licensee after the expiration of the Term.

10. **Minute Bank Refill Feature:** The parties recognize that Licensee may utilize the Service in a manner that results in Licensee exceeding the amount of prepaid System Minutes in Licensee's System Minute bank. In the event that using the Service completely exhausts Licensee's remaining prepaid System Minute bank, Licensors will immediately refill Licensee's System Minute bank with a block of 5,000 System Minutes, and will invoice Licensee for this block of minutes at the Additional System Minute price as indicated in Exhibit A. Licensee shall pay Licensors for all Additional System Minute blocks upon receipt of invoice from Licensors, subject to the same terms as set forth in paragraph 5. Licensee understands and agrees that it is required to maintain a System Minutes balance in its System Minutes bank at all times, and agrees to purchase Additional System Minute blocks as needed in order to maintain a positive System Minute balance. The purpose of this refill feature is to ensure that calls being placed via the Service are not interrupted as the result of Licensee's depletion of its System Minutes.

11. **Termination:** Upon termination of this Agreement, Licensee will return all Confidential Information (as hereinafter defined) and copies to Licensors. Licensors, in its sole discretion, may also terminate this Agreement: a) for any reason by providing no less than 30 days advance notice, and in such case, Licensors will refund to Licensee an amount equal to the lesser of the monthly-prorated balance of the annual fee based on the number of days left in the term of the Agreement or the value of the balance of System Minutes in Licensee's System Minute bank as calculated by multiplying the remaining System Minutes by the additional system minute price on Exhibit A; or b) immediately, and without further notice, as a result of Licensee's breach of this Agreement, and in such case, no fees paid hereunder shall be refunded. Upon termination, Licensee agrees to remove from Licensee's computer(s), and any computers within Licensee's control, any and all files and documents related to the Service.

12. **Copyright:** Licensee understands and agrees that United States copyright laws and international treaty provisions protect the Service. Except for the limited License provided for herein, Licensors reserves all rights in and to the Service and all underlying data, compilations, and information maintained by Licensors relating to the Service, including but not limited to, the source or object code. Licensee shall not make any

ownership, copyright or other intellectual property claims related to the Service or data processed through the Service.

- 13. Representations and Warranties:** Licensee acknowledges and agrees that: (a) the Service is run by software that is designed to be active 24 hours per day, 365 days per year; software in general is not error-free and the existence of any errors in Licensee's software used in conjunction with the Service shall not constitute a breach of this Agreement; (b) in the event that Licensee discovers a material error which substantially affects Licensee's use of the Service, and Licensee notifies Licenser of the error, Licenser shall use reasonable measures to restore access to the Service, provided that such error has not been caused by incorrect use, abuse or corruption of the Service or the Service's software or by use of the Service with other software or on equipment with which it is incompatible by Licensee or a third party accessing the Service through Licensee's passcodes; (c) Licensee is responsible for maintaining access to the Internet in order to use the Service; Licenser in no way warrants Licensee's access to the Internet via Licensee's Internet Service Provider(s); (d) Under certain rare instances not all technologies are compatible without manual intervention by both parties. Licensee agrees that its staff will cooperate with Licenser's staff to make necessary modifications to allow the Service to perform; and (e) the individual signing on behalf of Licensee is an authorized officer, employee, member, director or agent for Licensee and has full authority to cause Licensee to enter into and be bound by the terms of this Agreement and this Agreement fully complies with all laws, ordinances, rules, regulations, and governing documents by which Licensee may be bound.
- 14. Security:** Licenser will use commercially reasonable practices and standards to secure and encrypt data transmissions. Licensee understands and acknowledges that Licenser is providing the Service on the World Wide Web through an "upstream" third party Internet Service Provider, utilizing public utility services which may not be secure. Licensee agrees that Licenser shall not be liable to Licensee in the event of any interruption of service or lack of presence on the Internet as a result of any disruption by the third party Internet Service Provider or public utility. Licensee agrees that Licenser cannot guarantee the integrity of any Licensee supplied or user supplied data. Any errors, duplications, or inaccuracies related to Licensee or user supplied data will be the responsibility of the Licensee.
- 15. Disclaimer:** In no event (even should circumstances cause any or all of the exclusive remedies to fail their essential purpose, and even if Licenser has been advised of the possibility of such damages) shall Licenser, its officers, directors, managers, members employees or agents, be liable for any indirect, punitive, special, incidental or consequential damages of any nature (regardless of whether such damages are alleged to arise in contract, tort or otherwise), including, but not limited to, loss of anticipated profits or other economic loss in connection with or ensuing from the existence, furnishing, function, or Licensee's use of any item or products or services provided for in this Agreement. Licensee understands that the cumulative liability of Licenser for any and all claims relating to the Service provided by Licenser shall not exceed that total amount paid by Licensee for the most recent payment made by Licensee to Licenser. The Service is provided as-is, and Licenser disclaims all warranties, express or implied, and does not warrant for merchantability or fitness of a particular purpose. Licensee recognizes that once email and text messages have been released from Licenser's equipment, the ultimate delivery of the messages depends on the message recipient's local network. As a result Licenser cannot guarantee the delivery of email and text messages to a recipient.
- 16. Appropriate Use of The Service:** To access the Service, Licenser will provide Licensee with unique user name(s) and password(s). Licensee agrees to maintain such user name(s) and password(s) as private and confidential information. Licensee agrees to use the Service in a way that conforms with all applicable laws and regulations. Licensee agrees not to initiate a call, such that the same call is to be delivered to two (2) or more lines of a business. Licensee specifically agrees not to make any attempt to gain unauthorized access to any of Licenser's systems or networks. Licensee agrees that Licenser shall not be responsible or liable for the content of the message(s) created by Licensee, or by those who access the Service using Licensee's codes, or otherwise delivered by the Service on behalf of Licensee. Licensee agrees to be solely responsible for any and all liabilities, costs, and expenses, including its own and any awarded attorneys' fees, for any claims, whether brought by a third party, arising from any violation of this Agreement by Licensee; from the content, placement, or transmission of any messages or

materials sent or maintained through Licensee's accounts, or use of the Service through Licensee's account. Licensee shall be responsible for compliance with all applicable laws regarding outbound telemarketing, which may include, but are not limited to the Federal Telephone Consumer Protection Act of 1991, The Telemarketing and Consumer Fraud and Abuse Prevention Act of 1999 and the rules and regulations promulgated thereunder, as well as State and Local telemarketing laws and requirements. Licensee will be solely responsible and liable for any such violations, including but not limited to all lawsuits, demands, liabilities, damages, claims, losses, costs or expenses, including its own and any awarded attorneys' fees, arising out of or resulting from, in whole or in part, a violation of such laws.

- 17. Confidentiality:** Licensors acknowledges the confidential nature of Licensee and user supplied data and files that it is to prepare, process or maintain under this Agreement, and agrees to perform its duties in such a manner as to prevent the disclosure to the public or to any persons not employed by Licensors, any confidential data and files. Data collected by Licensors will remain secured on Licensors's equipment and will only be released upon mutual agreement by both parties or a court order of sufficient jurisdiction. Licensee understands and agrees that private citizens and other persons in the Calling Area may voluntarily contribute their contact information to be used in the Service, and that Licensors shall develop and maintain a database of such information, along with other information privately developed by Licensors (the "Data"). Licensee acknowledges and agrees that Licensors desires to maintain the privacy of the Data, and that Licensee shall take no steps to compromise the privacy of the Data. Licensee further acknowledges that Licensors shall disclose to Licensee certain confidential, proprietary trade secret information of Licensors (along with the Data, "Confidential Information"). Confidential Information may include, but is not limited to, the Service, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, user data, Calling Area data, financial information or business plans. Licensee agrees that, at all times during and after the termination of this Agreement, Licensee will not, without the express prior written consent of Licensors, disclose any Confidential Information or any part thereof to any third party. Nothing in this Agreement will be deemed to require Licensors to disclose any Confidential Information to Licensee or to prohibit the disclosure of any information in response to a subpoena or other similar order by a court or agency. The Licensee will promptly notify the Licensors of the receipt of any subpoena or other similar order and of any request under the Ohio Public Records Law or any other similar law. Subject to Licensee's obligation to comply with Ohio's Public Records laws, Licensee will provide Licensors with a reasonable opportunity to file an action to object to such request, at Licensors's own expense. Notwithstanding anything contained herein, nothing in this Agreement shall be deemed as to require Licensee to violate the Ohio Public Records law.
- 18. Entire Agreement:** As of the Effective Date, this Agreement supersedes all prior understandings or agreements, whether oral or written, on the subject matter hereof between the parties, provided however, that Licensee understands and agrees that any and all fees due under the Prior Agreement prior to the Effective Date herein shall be paid in full and that a failure to pay same shall constitute a breach of this Agreement. Only a further writing that is duly executed by both parties may modify this Agreement. The terms and conditions of this Agreement will govern and supersede any additional terms provided by Licensee, including but not limited to additional terms contained in standard purchase order documents and third party application terms, unless mutually agreed to, via written signature, by Licensors. The terms of this Agreement shall not be waived except by a further writing executed by both parties hereto. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall any waiver under this Agreement constitute a waiver of any subsequent action.
- 19. Notices:** All notices or requests, demands and other communications hereunder shall be in writing, and shall be deemed delivered to the appropriate party upon: (a) personal delivery, if delivered by hand during ordinary business hours; (b) the day of delivery if sent by U.S. Mail, postage pre-paid; (c) the day of signed receipt if sent by certified mail, postage pre-paid, or other nationally recognized carrier, return receipt or signature provided and in each case addressed to the parties as follows:

As to **Licensors:** Emergency Communications Network, LLC, 9 Sunshine Blvd. Ormond Beach, FL 32174

As to Licensee: City of Brunswick, Attn: Carl DeForest/City Manager, 4096 Center Road, Brunswick, OH 44212

Either party may change the address provided herein by providing notice as set forth in this paragraph.

20. **General:** Each party to this Agreement agrees that any dispute arising under this Agreement shall be submitted to binding arbitration according to the rules and regulations of and administered by the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgment. If any dispute arises hereunder, the prevailing party shall be entitled to all costs and attorney's fees from the losing party for enforcement of any right included in this Agreement, whether in Arbitration, a Court of first jurisdiction and all Courts of Appeal.
21. **Interpretation and Severability:** In the event any provision of this Agreement is determined by an arbitrator or court of competent jurisdiction to be void, the remaining provisions of this Agreement shall remain binding on the parties hereto with the same effect as though the void provision(s) had been limited or deleted, as applicable.
22. **Counterparts and Construction:** This Agreement may be executed in counterparts, each of which shall constitute an original, with all such counterparts constituting a single instrument. The headings contained in this agreement shall not affect the interpretation of this Agreement and are for convenience only. Licensee agrees that this Agreement shall not be construed against the Licensor as the drafter, and that Licensee has read and understands this Agreement, and had the opportunity to review this Agreement with legal counsel.
23. **Survival:** Certain obligations set forth herein represent independent covenants by which either party hereto may be bound and shall remain bound regardless of any breach of this Agreement and shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement on the date(s) indicated below.

Licensee:

City of Brunswick, Ohio

Signature: [Signature]

Printed Name: CARL S. DEFOREST

Title: TEMPORARY CITY MANAGER

Date: 1/7/14

Licensor:

Emergency Communications Network, LLC

Signature: [Signature]

Printed Name: David DiGiacomo

Title: President

Date: 02/07/2014

APPROVED

[Signature]
1-7-14

Initials

Licensor [Signature]

Licensee CSD

Law Dir.

Exhibit A – Service Charges

One (1) year CodeRED Service Agreement	\$ <u>17,000.00</u>
Up to <u>50,000</u> Annual Non-Emergency CodeRED System Minutes	\$ <u>Included</u> (see section 8)
Unlimited Emergency CodeRED System Minutes	\$ <u>No Charge</u> (see section 7)
Additional System Minutes	\$ <u>0.30 per minute</u>
<u>500</u> minutes for testing and training	\$ <u>No Charge</u> (see section 6)
Email and Text Messaging	\$ <u>Included</u>
Up to <u>5</u> CodeRED user pass codes	\$ <u>Included</u>
Initial (1) Residential Database Upload	\$ <u>Waived</u>
One CodeRED distance training session	\$ <u>Included</u>

System usage will be charged against Prepaid System Minutes at actual minutes of time connected while delivering prerecorded System calls. All calls will be billed in 6-second increments. Only connected calls (live connections, answering machine connections and fax tone connections) will result in connection charges being incurred.

Additional Pass codes may be purchased for an annual fee of \$150.00 per pass code.

Database Accuracy Updates

Licensors Supplied Database: "Database Accuracy Updates" ensure that the data population maintained by Licensors under this Agreement undergoes periodic accuracy checks using the Licensors' most current in-house compiled database including, but not limited to, household addresses and telephone numbers. It will be the sole responsibility of the Licensee to maintain database accuracy and request updates from the Licensors.

One annual "Database Accuracy Update" will be performed by the Licensors upon request by the Licensee at no charge. Additional updates requested by Licensee will incur charges at the rate listed below after the update service is completed by Licensors.

3¢ per record in final updated database population.

Licensee Supplied Database: A service labor fee of One Hundred Dollars (\$100.00) per hour will be billed to Licensee for any data importing, manipulating, and loading any database supplied by Licensee or on Licensee's behalf to Licensors.

\$100 per hour for database maintenance

Annual System Maintenance, including all Software Upgrades	\$ <u>No Charge</u>
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1
CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER
TO RENEW AN AGREEMENT WITH EMERGENCY COMMUNICATIONS
NETWORK FOR THE PROVISION OF THE CODE RED EMERGENCY
NOTIFICATION SERVICE.

WHEREAS: The City has utilized Emergency Communications Network's Code Red Service
for the provision of mass emergency notification for several years.

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

SECTION 1: That the City Manager is hereby authorized, upon approval of the Law Director,
to renew an Agreement with Emergency Communications Network for the
provision of the Code Red emergency notification service, which Agreement shall
be subject to annual appropriations by this Council in accordance with applicable
law.

SECTION 2: That this Resolution is declared to be an emergency measure necessary for the
immediate preservation of the public peace, property, health, welfare and safety of
the City and for the additional reason to ensure the continuity of the Code Red
emergency notification service. 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
Barb Ortiz

1
CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 88-16

BY: Mr. Hanek, Mr. Capretta and Mr. Johnson

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER
TO RENEW AN AGREEMENT WITH EMERGENCY COMMUNICATIONS
NETWORK FOR THE PROVISION OF THE CODE RED EMERGENCY
NOTIFICATION SERVICE.

WHEREAS: The City has utilized Emergency Communications Network's Code Red Service
for the provision of mass emergency notification for several years.

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

SECTION 1: That the City Manager is hereby authorized, upon approval of the Law Director,
to renew an Agreement with Emergency Communications Network for the
provision of the Code Red emergency notification service, which Agreement shall
be subject to annual appropriations by this Council in accordance with applicable
law.

SECTION 2: That this Resolution is declared to be an emergency measure necessary for the
immediate preservation of the public peace, property, health, welfare and safety of
the City and for the additional reason to ensure the continuity of the Code Red
emergency notification service. 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
Barb Ortiz

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 11/28/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager
Robert Marok

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 89-16** - An emergency resolution authoring the City Manager to renew an agreement with BoardSync for the provision of agenda management software - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Rob Marok*)

BACKGROUND: The Boardsync software was put in place to allow for the software management of council meetings by the council clerk of the City of Brunswick. This software serves to track and automate the agendas of council and to allow for immediate publishing to the web by the council clerk.

PURPOSE AND EXPLANATION: Ongoing software expense

IMPLEMENTATION SCHEDULE: This is a continuing project

FINANCIAL INFORMATION: - - General Fund - 001-0880-54253 - - 5988

FINANCIAL SUMMARY: Contract and related fees/expenses are subject to sufficient Council 2017 and future year adopted appropriations being in place pursuant to ORC 5705.

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 is a continuing contract for the City of Brunswick to communicate the agenda of the City of Brunswick Council and committees to it's resident and to automate the process in a timely fashion

**ADDITIONAL
INFORMATION:**



Modern Agenda Management for Municipalities

BOARDSYNC RENEWAL

PREPARED FOR:

Mr. Rob Marok

IT Director

City of Brunswick

PREPARED BY:

Doug Shumway

BoardSync

dshumway@boardsync.com

312-637-9200 x202

CREATED:

11/07/2016

VALID UNTIL:

02/01/2017

CUSTOMER PROPOSAL

This quote is valid until 2/01/2017 and subject the Terms and Conditions of Services.

SERVICES SUMMARY

Customer Details:

City of Brunswick
4095 Center Road
Brunswick, OH 44212

Service Details:

SuiteAgenda Enterprise

Includes:

- Unlimited Users
- Unlimited Meeting Types
- Minutes Module
- Citizen Portal

Service Dates:

Agreement Effective Date:

January 1, 2017

Annual Term Dates

1/1/17 – 12/31/2017

ANNUAL TERM PRICING SUMMARY

SuiteAgenda Enterprise (\$499 per month) – Include support and all future upgrades BILLED ANNUALLY STARTING 1/1/2016

\$5,988

BILLING SUMMARY

Payment Method

By invoice upon the effective date of the proposal.

Payment Address

4470 Chamblee Dunwoody Road
Suite 220
Dunwoody, GA 30338

TERMS & CONDITIONS

1. Services. Services means the BoardSync Internet based system for agenda management, meeting minutes management and/or streaming media and managing media content, and may include software, and software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof.

2. Grant of License. Subject to the terms and conditions of this Agreement, BoardSync grants to Customer a non-exclusive, non-transferable, limited license to permit Users of Customer to access and use the Services identified in Services. This Agreement does not transfer to Customer any ownership or proprietary rights in the Technology, and all right, title and interest in and to the Services and Technology will remain solely with BoardSync.

3. Service Levels and Support. BoardSync will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards including, maintaining Services availability 24 hours a day, 7 days a week and responding to customer's requests for support during the hours of 7:00 AM to 7:00PM CT, Monday through Friday and any critical support requests 24 hours per day, 7 days a week.

The service(s) are provided on an "as is" basis, and customer's use of the service(s) is at its own risk. BoardSync does not warrant that the service(s) will be uninterrupted or error-free or unaffected by force majeure events.

4. Content Ownership. The Customer shall own all right, title, and interest in and to all Content on a worldwide basis, including, without limitation, all Intellectual Property rights relating thereto, all and any content that is transmitted or made available to BoardSync pursuant to this Agreement.

5. Responsibility for Content. The Customer shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted to BoardSync. The Customer shall not provide to BoardSync or allow to be provided to BoardSync any Content that (a) infringes or violates any 3rd party's Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

6. Limitation of Liability. In no event shall BoardSync be liable to customer for any type of incidental, punitive, indirect or consequential damages, including but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, or interruption or loss of service or equipment, even if advised of the possibility of such damages, whether arising under theory of contract, tort (including negligence), strict liability or otherwise. BoardSync's liability hereunder is expressly limited to the amount of financial compensation received under this agreement.

7. Fees. All fees are billed on an annual basis in advance and are due upon receipt of invoice, Net 30 days. Billing commences on the Agreement Effective date defined in the Services Summary. BoardSync reserves the right to exercise cost of living increases, up to five percent (5%) annually. Fees are exclusive of all taxes.

TERMS & CONDITIONS

8. Term. Customer is purchasing Services defined in Section 1., from BoardSync for a minimum of one (1) year. Either party may terminate this agreement without cause providing that the terminating party gives the other party thirty (30) day's written notice prior to termination. In the event that Customer terminates this Agreement all payments for services previously rendered will immediately be due. If Customer terminates without cause, it shall be not be entitled to a refund of any prepaid service fees. Upon the effective date of termination of this Agreement, BoardSync will immediately cease providing the Service(s) and will return or make available all Customer content within forty-five (45) days.

9. Optional Term(s). Upon the expiration of the initial term as described in Section 8 (Term), Customer has the option to continue with subsequent annual Optional Terms unless Customer, at its sole and absolute discretion, notifies BoardSync its intention not to extend the term of the Agreement after the expiration of the current term end date.

10. Governing Law. This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Ohio, USA.

ACCEPTANCE

Authorized representatives of Customer and BoardSync have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the agreement effective date

City of Brunswick, OH

BoardSync, Inc.

Signature

Date

Signature

Date

Print Name

Title

Print Name

Title

1
CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 89-16

BY: Mr. Salzgeber, Mr. Hanek and Mr. Ousley

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER
TO RENEW AN AGREEMENT WITH BOARDSYNC FOR THE PROVISION
OF AGENDA MANAGEMENT SOFTWARE.

WHEREAS: The City has utilized BoardSync for the provision of agenda management software
for several years.

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

SECTION 1: That the City Manager is hereby authorized, upon approval of the Law Director,
to renew an Agreement with BoardSync for the provision of agenda management
software, which Agreement shall be subject to annual appropriations by this
Council in accordance with applicable law.

SECTION 2: That this Resolution is declared to be an emergency measure necessary for the
immediate preservation of the public peace, property, health, welfare and safety of
the City and for the additional reason to ensure the continuity of the agenda
management software. 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
Barbara J. Ortiz, CMC

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 11/28/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager
Todd Fischer

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 90-16** - An emergency Ordinance amending Ordinances #93-15, #8-16, #30-16 and #55-16 to include amendments to the appropriations budget for the year ending December 31, 2016 as incorporated in Exhibit A attached hereto- **1st Reading** (To be brought from Finance Committee, *Administration/Todd Fischer*)

BACKGROUND: In order to comply with the Ohio Revised Code Section 5705 any and all activity of the City must be included in the budget. As actual information is obtained and compared to estimates or new items are requested to be added or deleted by the respective departments, it is necessary and required to present the proposed budget amendments to Council for approval. This process is required by law and audited under the direction of the Auditor of State for compliance every year.

PURPOSE AND EXPLANATION: See fiscal section and related attachments for additional information.

IMPLEMENTATION SCHEDULE: Discuss at the November 28, 2016 Finance Committee meeting and move to the November 28, 2016 Council agenda as an emergency with suspension of the rules.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The total financial impact of this legislation is a net increase to the overall City appropriation budget by \$241,240.46. The only increases in appropriations contained in the related exhibits relate to transfers only. The transfers are associated with designating financial resources for 2017 or future capital improvements or to retire debt obligations on capital improvements in accordance with the City's fund balance reserve policy. All other items noted in this budget proposal relate to proposed decreases. See attached Exhibits.

Exhibit A is the legal document required to be reviewed and adopted by Council pursuant to Ohio Revised Code Section 5705 for these budget amendments to be adopted.

Exhibit B is provided for informational and review purposes only. This document lists out the explanations and amounts for each proposed budget amendment.

It's important to note that this legislation only has budgetary impact and actual expenditures or transfers of City funds and approvals of those expenditures or transfers are still subject to state and local laws.

**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?

Recommended approval as an emergency with suspension of the rules. The emergency clause is necessary in order to remain in compliance with the Ohio Revised Code, allow for the daily operations of the City of Brunswick to continue without interruptions, and to keep the budget as up-to-date as possible in order to provide accurate accountability to the City's financial readers and interested parties.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO

ORDINANCE NUMBER



By:

AN EMERGENCY ORDINANCE AMENDING ORDINANCES #93-15, #8-16, #30-16 AND #55-16 TO INCLUDE AMENDMENTS TO THE APPROPRIATION BUDGET FOR THE YEAR ENDING DECEMBER 31, 2016 AS INCORPORATED IN EXHIBIT "A" ATTACHED HERETO.

WHEREAS: Ordinance #93-15 adopted appropriations for 2016 and Ordinances #8-16, #30-16 and #55-16, regarding amendments to the 2016 appropriation budget, were previously adopted by Council; and

WHEREAS: "Exhibit A" reflects the appropriations as required by the Ohio Revised Code Section 5705.38(C); and

WHEREAS: The amendments are described in detail and attached hereto as "Exhibit B" for informational purposes only; and

WHEREAS: In order to properly budget in accordance with State law for expenditures presently anticipated it is necessary to amend Ordinances #93-15, #8-16, #30-16 and #55-16.

THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: Ordinances #93-15, #8-16, #30-16 and #55-16 are hereby amended to reflect the appropriations as attached hereto and incorporated herein as Exhibit "A."

SECTION 2: 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 usual daily operation of a municipal government and for the additional reason that Council wishes to maintain accurate appropriations. 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
Barbara J. Ortiz

EXHIBIT A

November 28, 2016

Fund Number	Fund Name / Department	Personal Service	Other	Total
General Fund				
001	General Fund			
	City Council	174,353.00	87,553.00	\$ 261,906.00
	Mayor	76,398.00	81,109.69	\$ 157,507.69
	City Manager	148,087.92	180,962.87	\$ 329,050.79
	Information Technologies	126,355.00	181,576.21	\$ 307,931.21
	Engineering	20,741.00	314,794.00	\$ 335,535.00
	Building Department	268,805.18	232,193.75	\$ 500,998.93
	Cemetery Maintenance	-	15,850.00	\$ 15,850.00
	Janitorial Contract	-	17,503.50	\$ 17,503.50
	City Hall Building & Grounds	15,512.00	49,932.00	\$ 65,444.00
	Administrative Services	88,659.00	55,280.00	\$ 143,939.00
	Economic Development	96,765.00	153,364.00	\$ 250,129.00
	Animal Control	64,034.69	88,751.83	\$ 152,786.52
	Law Department	169,645.00	268,143.00	\$ 437,788.00
	Finance Department	202,875.32	169,485.87	\$ 372,361.19
	Income Tax Department	174,084.00	172,095.00	\$ 346,179.00
	Parks & Recreation Director	79,599.00	57,520.00	\$ 137,119.00
	General Fund Administration	-	852,003.23	\$ 852,003.23
	Development Director & CBO	39,408.86	46,711.59	\$ 86,120.45
	Board of Building Appeals	359.00	1,267.00	\$ 1,626.00
	Board of Zoning Appeals	2,629.00	5,541.00	\$ 8,170.00
	Board of Civil Service	12,558.00	21,946.00	\$ 34,504.00
	Board of Ethics	2,780.00	2,025.00	\$ 4,805.00
	Board of Charter Review	-	-	\$ -
	Board of Commemorative Affairs	-	16,000.00	\$ 16,000.00
	General Fund Transfers / Advances	-	17,652,634.00	\$ 17,652,634.00
001	Total General Fund	\$ 1,763,648.97	\$ 20,724,242.54	\$ 22,487,891.51
Special Revenue Funds:				
110	Court Computerization Fund	9,251.00	17,907.63	\$ 27,158.63
111	FEMA Grant Fund	-	170,292.00	\$ 170,292.00
114	Police Wages Fund	4,015,614.00	3,920,358.60	\$ 7,935,972.60
115	Fire Fund	2,167,428.00	2,586,460.45	\$ 4,753,888.45
116	Drug Enforcement Fund	-	48,767.00	\$ 48,767.00
117	Street Repair & Maintenance Fund	1,016,772.33	1,950,402.81	\$ 2,967,175.14
118	State Highway Fund	-	129,725.00	\$ 129,725.00
119	Law Enforcement Fund	-	11,003.30	\$ 11,003.30
120	Brunswick Transit Alternative (BTA) Fund	32,315.00	616,501.00	\$ 648,816.00
121	RLF / CDBG Fund	-	7,861.21	\$ 7,861.21
123	Brunswick Area Television (BAT) Fund	139,745.00	206,928.27	\$ 346,673.27
127	Parks Fund	191,205.00	353,668.00	\$ 544,873.00
129	Department of Justice Federal Grant Fund	20,862.70	207,217.97	\$ 228,080.67
130	DUI Enforcement & Education Fund	-	15,654.00	\$ 15,654.00
131	Recreation Center Fund	498,696.30	715,763.87	\$ 1,214,460.17
132	CHIP Grant Fund (CDBG)	-	-	\$ -
133	Home Improvement Grant Fund (CDBG)	-	-	\$ -
137	Medina County Safe Communities Federal Grant	-	34,991.03	\$ 34,991.03
Enterprise Funds:				
223	Refuse Fund	57,028.00	2,258,747.61	\$ 2,315,775.61
224	Storm Water Management Fund	22,709.00	1,922,616.03	\$ 1,945,325.03
Capital Improvement Funds:				
300	General Permanent Improvement Fund	-	773,900.00	\$ 773,900.00
332	Road Levy Fund	-	1,806,616.79	\$ 1,806,616.79

333	Road Improvement Fund	-	1,669,774.51	\$	1,669,774.51
335	Public Square Fund	-	-	\$	-
336	City Building Improvement Fund	-	1,036.42	\$	1,036.42
337	EPA Grant Fund	-	177,779.04	\$	177,779.04
339	Fire Improvement Fund	-	-	\$	-
341	Park Improvement Fund	-	75,000.00	\$	75,000.00
345	Ohio Environmental Infrastructure Grant Fund	-	472,330.17	\$	472,330.17
347	North Carpenter Road Improvement Fund	-	-	\$	-
348	Boston Road Improvement Fund	-	-	\$	-
360	Brunswick Lake Improvement Fund	-	1,662,671.06	\$	1,662,671.06
367	OPWC Hadcock Rd Reconstruction Fund	-	1,198,000.00	\$	1,198,000.00
368	OPWC Grafton Road Improvement Fund	-	547,283.00	\$	547,283.00
369	OPWC Center Road Resurfacing Fund	-	256,986.48	\$	256,986.48

Debt Service Funds:

771	General Obligation Bond Retirement Fund	-	-	\$	-
779	Special Assessment BRF: Laurel West Waterline	-	-	\$	-
780	Special Assessment BRF: Grafton Phase III	-	3,237.00	\$	3,237.00
781	Special Assessment BRF: South Industrial Parkway	-	107,750.00	\$	107,750.00
782	Special Assessment BRF: Laurel Road (2006)	-	42,287.50	\$	42,287.50
783	Special Assessment BRF: Brunswick Lake - Dam	-	18,998.81	\$	18,998.81
784	Special Assessment BRF: Brunswick Lake - Dredging	-	11,826.18	\$	11,826.18

Agency Funds:

880	Recreation Programs Agency Fund	-	-	\$	-
881	General Trust Agency Fund	-	500,000.00	\$	500,000.00
882	Unclaimed Money Agency Fund	-	20,000.00	\$	20,000.00
885	Flexible Spending Agency Fund	-	75,000.00	\$	75,000.00
886	Non-Residential 3% Building Permit Agency Fund	-	10,000.00	\$	10,000.00
887	Residential 1% Building Permit Agency Fund	-	10,000.00	\$	10,000.00
Grand Total				\$	55,274,860.58

City of Brunswick, Finance Office

"Exhibit B" : Schedule of Amendments to the Permanent Budget #4 - For informational purposes only

For the Budget Year Ending December 31, 2015

11/28/2016

Fund Name / Account Name	Account Number	Appropriation Adjustment Amount	Description
General (#001)			
SITE DEPOSITS	001-0410-54265	(50,000.00)	Decrease appropriations to match decrease in estimated receipts of \$50,000 for site deposit reviews. \$0 effect on bottom line (for budget purposes)
RET LEAVE PAYOUT	001-0461-52280	(7,764.00)	Appropriations no longer needed as originally planned retirement has since been rescinded.
PROFESSIONAL SERVICES	001-0600-54233	(16,150.00)	Closure of a 2015 legal service po #201543929 no longer deemed necessary.
POSTAGE	001-0700-54246	(500.00)	Postage appropriations no longer expected to be needed in November and December.
TRANSFER OUT TO FUND #333	001-0999-99909	1,207,343.00	City received \$1,207,343 in Brunswick Lake Land Sales. City must repay General Fund o/s advance with designation for future capital improvements.
TRANSFER OUT: CAPITAL IMPROV FUND #300	001-0999-99947	440,000.00	Army Corp Grant formally closed (City Manager Closeout letter dated Sept 9, 2016). Advance to be repaid to the General Fund & transferred for Capital Improvements
General Fund Total		<u>1,572,929.00</u>	
Cable TV Fund (#123/#956)			
RET LEAVE PAYOUT	123-0460-52280	(5,991.50)	Appropriations can be reduced. No longer deemed necessary.
TRANSFER OUT - CAPITAL FUND #956	123-0460-99999	(5,000.00)	Capital set aside no longer anticipated for BAT. Plan to retain for future operational costs.
Cable TV Fund Total		<u>(10,991.50)</u>	
DOJ Federal Grant Fund (#129)			
POLICE OVERTIME - GRANT	129-2016-51198	(101.44)	2016 OVI Grant period ended September 30, 2016. Reduce appropriations to match unused grant proceeds.
MEDITAX - GRANT	129-2016-52226	(1.47)	2016 OVI Grant period ended September 30, 2016. Reduce appropriations to match unused grant proceeds.
OP&F PENSION - GRANT	129-2016-52227	(32.47)	2016 OVI Grant period ended September 30, 2016. Reduce appropriations to match unused grant proceeds.
CONTRACTUAL SERVICES	129-2016-54100	(12,983.60)	2016 OVI Grant period ended September 30, 2016. Reduce appropriations to match unused grant proceeds.
CONTRACTUAL FRINGE BENEFITS	129-2016-54200	(2,713.38)	2016 OVI Grant period ended September 30, 2016. Reduce appropriations to match unused grant proceeds.
FUEL/TRANSP/OTHER DIRECT COSTS	129-2016-55239	(649.11)	2016 OVI Grant period ended September 30, 2016. Reduce appropriations to match unused grant proceeds.
DOJ Federal Grant Fund Total		<u>(16,481.47)</u>	
Rec. Center Fund (#131)			
TRANSFER OUT TO CAPITAL FUND 958	131-0830-99999	(54,248.00)	Plan to retain for future operational costs vrs capital set aside for this portion.
CAPITAL OUTLAY - REC	958-0830-56252	(44,746.04)	Reduce Capital plans due to anticipated loss in membership revenue from increased market place competition. See 2017 budget summary for follow-up process.
Rec. Center Total		<u>(98,994.04)</u>	
Road Levy Improvement Fund #332			
CONSTRUCTION	332-0473-56881	(94,823.03)	Remove unused appropriations in 2016 to be re-appropriated and spent in 2017.
ENGINEERING/INSPECTION	332-0473-56883	(24,979.80)	Remove unused appropriations in 2016 to be re-appropriated and spent in 2017.
Road Levy Improvement Fund Total		<u>(119,802.83)</u>	
Road Capital Projects Fund (#333)			
ENG/INSP JUDITA PH II CITY CHARE	333-0454-56883	(32,500.00)	Judita Phase II CDBG project was not selected by the County Commissioners and therefore not submitted as part of the County's overall CDBG application.
ENG/INSP BLUEBERRY HILL CITY CHARE	333-0459-56883	(24,915.26)	Blueberry Hill Project completed and pos closed by Engineer's Office.
MISCELLANEOUS RD PROJECTS	333-0473-56870	(200,000.00)	Reduce appropriations in 2016 to be available in 2017 for proposed 2017 road improvement projects.
Road Capital Projects Fund Total		<u>(257,415.26)</u>	
Ohio Environmental Improvement Program Fed Grant Fund (#345)			
PROGRAM ADMINISTRATION	345-0317-54300	(5,349.91)	Grant will be formally closed. Remove unencumbered appropriations not tied to carryover encumbrances.
WOODSTOCK DETENTION BASIN RECON	345-0317-56200	(24,605.80)	Grant will be formally closed. Remove unencumbered appropriations not tied to carryover encumbrances.
LEXINGTON RIDGE DET BASIN	345-0317-56500	(38,393.80)	Grant will be formally closed. Remove unencumbered appropriations not tied to carryover encumbrances.
HEALY CREEK CULVERT	345-0317-56600	(99,479.71)	Grant will be formally closed. Remove unencumbered appropriations not tied to carryover encumbrances.
TRANSFER OUT TO DEBT SERVICE	345-0999-80180	49,168.38	Transfer Out to Debt Service Fund pursuant to ORC Section 5705.41 (B). Need to confirm with AOS. Grant Closed. Debt remains outstanding.
Total Ohio EIP Federal Grant Fund		<u>(118,660.84)</u>	

City of Brunswick, Finance Office

"Exhibit B" : Schedule of Amendments to the Permanent Budget #4 - For informational purposes only

For the Budget Year Ending December 31, 2015

11/28/2016

Fund Name / Account Name	Account Number	Appropriation Adjustment Amount	Description
N. Carpenter Paving Fund (#347)			
Estimated County Share of N. Carpenter	347-0424-56880	(393,232.00)	North Carpenter Improvement Project per latest time schedule from State of Ohio - Design now expected to occur in 2017 with construction beginning in 2018.
Right of Way	347-0424-56882	(100,335.88)	North Carpenter Improvement Project per latest time schedule from State of Ohio - Design now expected to occur in 2017 with construction beginning in 2018.
N. Carpenter Paving Fund Total		(493,567.88)	
Boston Paving Fund (#348)			
Strongsville Reimb on Eng	348-0431-40000	(77,932.70)	Reconciliation of costs over a 25 year period needs to be completed. Proposed to be rebudgeted in 2017.
County Reimb on Eng	348-0431-40001	(15,586.54)	Reconciliation of costs over a 25 year period needs to be completed. Proposed to be rebudgeted in 2017.
Construction - Boston Rd	348-0431-56881	(49,728.25)	2014 Boston Road resurfacing project's excess unencumbered appropriations no longer deemed necessary per discussions with Engineer. Reduce.
Engineering	348-0431-56883	(7.78)	2014 Boston Road resurfacing project's excess unencumbered appropriations no longer deemed necessary per discussions with Engineer. Reduce.
Contingency - Boston Rd	348-0431-56885	(72,519.45)	2014 Boston Road resurfacing project's excess unencumbered appropriations no longer deemed necessary per discussions with Engineer. Reduce.
Boston Paving Fund Total		(215,774.72)	

CITY OF BRUNSWICK, OHIO

ORDINANCE NUMBER 90-16



By: Mrs. Hanek, Mr. Johnson and Mr. Salzgeber

AN EMERGENCY ORDINANCE AMENDING ORDINANCES #93-15, #8-16, #30-16 AND #55-16 TO INCLUDE AMENDMENTS TO THE APPROPRIATION BUDGET FOR THE YEAR ENDING DECEMBER 31, 2016 AS INCORPORATED IN EXHIBIT "A" ATTACHED HERETO.

WHEREAS: Ordinance #93-15 adopted appropriations for 2016 and Ordinances #8-16, #30-16 and #55-16, regarding amendments to the 2016 appropriation budget, were previously adopted by Council; and

WHEREAS: "Exhibit A" reflects the appropriations as required by the Ohio Revised Code Section 5705.38(C); and

WHEREAS: The amendments are described in detail and attached hereto as "Exhibit B" for informational purposes only; and

WHEREAS: In order to properly budget in accordance with State law for expenditures presently anticipated it is necessary to amend Ordinances #93-15, #8-16, #30-16 and #55-16.

THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: Ordinances #93-15, #8-16, #30-16 and #55-16 are hereby amended to reflect the appropriations as attached hereto and incorporated herein as Exhibit "A."

SECTION 2: 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 usual daily operation of a municipal government and for the additional reason that Council wishes to maintain accurate appropriations. 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
Barbara J. Ortiz



CITY OF BRUNSWICK, OHIO ORDINANCE NUMBER

By:

AN EMERGENCY ORDINANCE TO TRANSFER AND ADVANCE FUNDS

WHEREAS: In accordance with Ordinance #96-12 the City's Fund Balance Reserve Policy, the City of Brunswick wishes to transfer funds from the General Fund #001 to the Capital Projects Improvement Fund #300 for future capital improvements or the purchase of property as determined or may be authorized by Council. This transfer is made possible with the return of previously advanced monies to the General Fund from the Ohio EIP Section 594 Federal Grant Fund.

WHEREAS: In accordance with Ordinance #96-12 the City's Fund Balance Reserve Policy, the City of Brunswick wishes to transfer funds from the General Fund #001 to the Road Capital Projects Fund #333 for future road improvements. This transfer is made possible with a return of previously advanced monies to the General Fund from the Brunswick Lake Fund.

WHEREAS: The City of Brunswick wishes to return previously advanced monies from the Ohio EIP Section 594 Federal Grant Fund #345 to the General Fund #001 since the grant has been completed and all grant proceeds have been received.

WHEREAS: The City of Brunswick wishes to return previously advanced monies from the Brunswick Lake Fund #360 to the General Fund #001 as a result of proceeds received from the sale of Brunswick Lake land parcels.

THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the following funds are hereby transferred:

FROM: General Fund (#001)
TO: Capital Projects Improvement Fund (#300)
AMOUNT: \$440,000.00

FROM: General Fund (#001)
TO: Road Capital Projects Fund (#333)
AMOUNT: \$1,207,343.00

SECTION 2: That the following funds are hereby advanced:

FROM: Ohio EIP Section 594 Federal Grant Fund (#345)
TO: General Fund (#001)
AMOUNT: \$440,000.00



CITY OF BRUNSWICK, OHIO
ORDINANCE NUMBER

FROM: Brunswick Lake Fund (#360)
TO: General Fund (#001)
AMOUNT: \$1,207,343.00

SECTION 3: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety, welfare, and providing for the usual daily operation of a municipal department, and for the further reason that proper funding sources be transferred and advanced. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes.

1st Reading: _____

Rules Suspended: AYES _ NAYS

ADOPTED: _____ AYES _ NAYS

ATTEST: _____

Clerk of Council, Barbara J. Ortiz, CMC



CITY OF BRUNSWICK, OHIO
ORDINANCE NUMBER 91-16

By: Mrs. Hanek, Mr. Johnson and Mr. Salzgeber

AN EMERGENCY ORDINANCE TO TRANSFER AND ADVANCE FUNDS

WHEREAS: In accordance with Ordinance #96-12 the City's Fund Balance Reserve Policy, the City of Brunswick wishes to transfer funds from the General Fund #001 to the Capital Projects Improvement Fund #300 for future capital improvements or the purchase of property as determined or may be authorized by Council. This transfer is made possible with the return of previously advanced monies to the General Fund from the Ohio EIP Section 594 Federal Grant Fund.

WHEREAS: In accordance with Ordinance #96-12 the City's Fund Balance Reserve Policy, the City of Brunswick wishes to transfer funds from the General Fund #001 to the Road Capital Projects Fund #333 for future road improvements. This transfer is made possible with a return of previously advanced monies to the General Fund from the Brunswick Lake Fund.

WHEREAS: The City of Brunswick wishes to return previously advanced monies from the Ohio EIP Section 594 Federal Grant Fund #345 to the General Fund #001 since the grant has been completed and all grant proceeds have been received.

WHEREAS: The City of Brunswick wishes to return previously advanced monies from the Brunswick Lake Fund #360 to the General Fund #001 as a result of proceeds received from the sale of Brunswick Lake land parcels.

THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the following funds are hereby transferred:

FROM: General Fund (#001)
TO: Capital Projects Improvement Fund (#300)
AMOUNT: \$440,000.00

FROM: General Fund (#001)
TO: Road Capital Projects Fund (#333)
AMOUNT: \$1,207,343.00

SECTION 2: That the following funds are hereby advanced:

FROM: Ohio EIP Section 594 Federal Grant Fund (#345)
TO: General Fund (#001)
AMOUNT: \$440,000.00



CITY OF BRUNSWICK, OHIO
ORDINANCE NUMBER 91-16

FROM: Brunswick Lake Fund (#360)
TO: General Fund (#001)
AMOUNT: \$1,207,343.00

SECTION 3: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety, welfare, and providing for the usual daily operation of a municipal department, and for the further reason that proper funding sources be transferred and advanced. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes.

1st Reading: _____

Rules Suspended: AYES _ NAYS

ADOPTED: _____ AYES _ NAYS

ATTEST: _____

Clerk of Council, Barbara J. Ortiz, CMC

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 11/28/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager
Ken Fisher

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 92-16** - An ordinance establishing Section 1440.27 of the City of Brunswick Codified Ordinances by providing for single-family and two-family residential rental property regulations - **1st Reading** (To be brought from Building & Building Code Committee, *Administration/Ken Fisher*)

BACKGROUND: The Building and Building Code Committee of Council has recommended that rental property be promulgated.

PURPOSE AND EXPLANATION: Establish Section 1440.27 of the Codified Ordinances of the City of Brunswick for "Single-Family and Two-Family Residential Rental Property Regulations"

IMPLEMENTATION SCHEDULE: Three Readings and to adopt on the third reading on December 19, 2016.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Anticipated Building Dept revenues are anticipated. The expected revenues relate to the charged application fees stipulated in Section 1 (g).

No increases in costs are currently proposed for this legislation.

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?
Three readings and adopt on December 19, 2016.

**ADDITIONAL
INFORMATION:**

1
CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 92-16

BY: Mr. Capretta, Mr. Abella and Mr. Ousley

AN ORDINANCE ESTABLISHING SECTION 1440.27 OF THE CITY OF BRUNSWICK CODIFIED ORDINANCES BY PROVIDING FOR SINGLE-FAMILY AND TWO-FAMILY RESIDENTIAL RENTAL PROPERTY REGULATIONS.

WHEREAS: The Building & Building Code Committee of Council has recommended that rental property regulations be promulgated as provided herein.

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

SECTION 1: That Section 1440.27 of the Codified Ordinances titled "Single-Family and Two-Family Residential Rental Property Regulations" is hereby established to read as follows:

(a) Findings, Purpose and Intent. The City of Brunswick acknowledges the overall general increase of single-family and two-family residential rental property in the City and the special features, characteristics, needs, issues, concerns and problems encountered in residential Zoning Districts that are not prevalent in other Zoning Districts. These concerns include, without limitation, the safety and tranquility of the residential neighborhood, which may be impaired by, among other things, the significant increase of vehicle parking at single-family and two-family residential rental properties. It is with these concerns in mind that the City hereby adopts these single-family and two-family residential rental property regulations in an effort to help ensure safe living conditions and the safety and tranquility of the residential neighborhood, as well as to avoid overcrowding in the residential Zoning Districts.

(b) Application. This Section shall apply to Singly Family Attached Dwellings, Single Family Dwellings and Two Family Dwellings, as defined in Codified Ordinance Section 1242.02.

(c) Permit Required.

(1) Except where the property owner resides in the dwelling unit, no property owner, renter, tenant or regular occupant of any dwelling unit shall rent, lease or regularly occupy such dwelling unit without first obtaining a rental permit from the Chief Building Official. A dwelling unit may be occupied by a family, which is defined for the purpose of this Section as persons related by blood, marriage, adoption or guardianship, or by not more than three unrelated persons. "Regular occupancy" shall mean the physical presence of a person in

the dwelling unit overnight for at least ten nights in a consecutive thirty day period.

- (2) Any dwelling unit with a rentable third floor shall be required to obtain a rental permit as provided herein.
 - (A) Each third floor unit shall be limited to one tenant, have its own private bath complete with shower and/or tub, toilet and sink, and have direct access to the outside without traversing through any other unit. No culinary or cooking equipment shall be permitted within this area.

(d) Rental Permit Application.

- (1) The application for a rental permit shall contain the following information and any additional information the Chief Building Official deems necessary:
 - (A) The name and signature of the owner of the property, including the property owner's mailing address, email address and telephone number.
 - (B) The name, email address and telephone number of the primary contact tenant.
 - (C) The name, email address, telephone number and age of each tenant.
 - (D) The fee as provided for in this Section.
 - (E) A copy of the proposed Rental Agreement, which shall contain specific language that the Rental Agreement shall not be effective until a valid rental permit has been issued as provided herein.
- (2) Upon filing an application for a rental permit, the Chief Building Official shall inspect the dwelling unit to determine the following:
 - (A) That the dwelling unit is of adequate size and has an adequate number of sleeping rooms to accommodate the proposed number of tenants, renters or regular occupants, including that the dwelling unit meets the requirement of applicable law, including, without limitation, the requirements of these Codified Ordinances, the Ohio Building Code, Ohio Residential Code, Ohio Revised Code and Ohio Fire Code, as may be amended from time to time.
 - (B) That one off-street parking space per tenant will be available.
 - (C) That the dwelling unit does not contain any culinary facilities outside of the kitchen, including on any rentable third floor.
 - (D) That each unrelated tenant shall be provided with his or her own separate bedroom, which shall be approved by the Chief Building Official. Bedrooms must have a bathroom directly attached or abutting a hallway leading to a bathroom and shall be a minimum of 120 square feet in area with no dimension being less than eight feet. Bathrooms in basements or otherwise below grade are prohibited for a determination as to whether a room means the definition of a bedroom

as provided herein.

- (E) That such dwelling unit is not and will not be used as a day care center, fraternity house, sorority house, residential cooperative, commune, dormitory, rooming house, boarding house, halfway house or equivalent occupancy.
- (F) That the owner acknowledges responsibility for all maintenance, both exterior and interior, adhering to all applicable federal, state and local law.

(e) Rental Permit Duration. A rental permit shall be valid for the property for a two year period from the date of inspection. The property owner shall be required to notify the Chief Building Official, within thirty calendar days, whenever there is a change in the identity or number of tenants, renters or regular occupants, which change shall not invalidate the rental permit so long as the number of tenants, renters or regular occupants does not exceed the maximum permitted hereunder. Such notice shall include all information as required by Subsection (d)(1)(B), (C) and (E) herein.

No rental permit shall be transferrable and, in the event of change of ownership of the subject property, a new application for a rental permit must be submitted by the new property owner within thirty calendar days of the date of transfer of the subject property.

(f) Appeal and Special Application.

- (1) An owner of a dwelling unit may make a written application to the Board of Zoning Appeals to appeal denial of a rental permit by the Chief Building Official or to request occupancy of more than three unrelated persons in a dwelling unit. In reviewing such application, the Board of Zoning Appeals shall consider the criteria contained in subsection (c) of this Section and any recommendations from the Chief Building Official, Chief of Police or Fire Chief. However, no provision of this Section shall be applied in circumstances where the application thereof would violate fair housing rights of the disabled as provided by applicable federal, state or local law.
- (2) An applicant who has been denied a rental permit by a decision of the Board of Zoning Appeals may seek further appeal to the City Council by filing a notice of appeal with the Clerk of Council within thirty days of the date of such denial.

(g) Application Fee.

- (1) Single Family Attached Dwelling/Single Family Dwelling - \$300.00
- (2) Two Family Dwelling (both units) - \$400.00
- (3) Two Family Dwelling (one unit) - \$300.00
- (4) Rentable Third Floor Unit - \$100.00

Fees shall be paid at the time the application for a rental permit is filed with the City and for any renewal thereof. For every month, or portion thereof that the fee is not timely remitted, an additional fee of \$200.00 shall be assessed to the property owner and no rental permit shall issue until all applicable fees have been paid in full.

(h) Revocation of Rental Permit; Notice to Show Cause. In addition to any other remedy or penalty otherwise provided in these Codified Ordinances, should the Chief Building Official have information or other reasonable cause to find that the holder of any rental permit or his or her tenants have been cited for failure to be in compliance in any respect with the conditions contained in this Section or in Chapters 452 and 678 of the Codified Ordinance on three separate occasions within the duration of the rental permit, the Chief Building Official shall issue upon the holder of the rental permit, by certified mail, return receipt requested, a notice to show cause to the Chief Building Official within five calendar days after receipt thereof as to why said rental permit should not be revoked due to violations as provided herein. The form of such notice to show cause shall be on a form prepared by the Chief Building Official. In determining whether a rental permit should be revoked, the Chief Building Official shall consider the following:

- (1) Submission of inaccurate or misleading information in the application for the rental permit.
- (2) Failure to timely notify the Chief Building Official of any change in the identity or number of tenants, renters or regular occupants or change of ownership of the subject property.
- (3) Failure to correct violations discovered during inspection within the time specified in any Notice of Violation or three separate violations of Chapters 452 or 678 of the Codified Ordinances within the duration of the rental permit.
- (4) Repeated complaints from adjacent residents that conditions exist which are detrimental to the safety and tranquility of the residential neighborhood, which complaints have been properly investigated by the Division of Police and verified to be factual.
- (5) Evidence supplied by the permit holder that the subject property is not being rented to tenants, renters or regular occupants involved in prior violations of Section 678.05 of the Codified Ordinances.

Upon revocation of the rental permit by the Chief Building Official, the rental permit holder may appeal in accordance with Subsection (f) herein.

- (i) Separate Offense. A separate offense shall be deemed committed each day during or on which a violation of any provision of this Section occurs or continues.

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
Barb Ortiz

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 11/28/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager
Paul Barnett

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 93-16** - An emergency resolution authorizing the City Manager to enter into a municipal engineering consulting services agreement with Chagrin Valley Engineering, Ltd for the provision of professional municipal engineering services and designating Matthew M. Jones, P.E., as Consulting Municipal Engineer - **1st Reading** (To be brought from Committee-of-the-Whole, Administration/Paul Barnett)

BACKGROUND: Chagrin Valley Engineering currently holds this agreement which expires December 31, 2016 as per Resolution 37-15.

PURPOSE AND EXPLANATION: The purpose of this action is acquire the services of a Professional Engineer to act as the Cities Consulting Municipal Engineer and to have under contract an engineering firm to provide professional support for all engineering functions.

IMPLEMENTATION SCHEDULE: This agreement commences January 1, 2017.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Since this contract refers to general costs and services.....all parties involved must understand that additional requirements apply by state law and must be in place before work is initially approved and/or initiated.

Costs for this contract are contingent upon 1) sufficient appropriations adopted and approved by Council and 2) must be certified and included in a properly executed purchase order. The budget and purchase order (encumbrance) laws are stipulated in the Ohio Revised Code Section 5705.

RECOMMENDED ACTION:

One Reading	Yes
Two Readings	Yes
Three Readings	Yes

Emergency	Yes
Suspension of Rules	No

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

It is requested that legislation is passed by emergency measure with suspension of the rules at the November 28 meeting with 3 readings to allow for the agreement to enter into by January 1, 2017.

**ADDITIONAL
INFORMATION:**

**PROPOSAL FOR THE PROVISION OF
MUNICIPAL ENGINEERING CONSULTING SERVICES
TO THE CITY OF BRUNSWICK, OHIO**

This agreement is set between the City of Brunswick, Ohio (City) and Chagrin Valley Engineering, Ltd. (CVE), for the provision of Municipal Engineering Consulting Services.

Section 1. Chagrin Valley Engineering, Ltd. (CVE) with Matthew M. Jones P.E., an Associate of Chagrin Valley Engineering Ltd., duly licensed as a Professional Engineer, is hereby designated as the Consulting Municipal Engineer for the City of Brunswick, Ohio for a term beginning January 1, 2017 and ending December 31, 2018 at the pleasure of the City Manager, upon the terms, provisions and conditions thereafter set forth herein and ratified by the City Council.

Section 2. That said the Consulting Municipal Engineer in conjunction with Chagrin Valley Engineering, Ltd. shall furnish services to this City, as required by the City, through the City Council or its designee, including the following services covered by the compensation as described in Section 4 of this Agreement. Services involving the use of additional staff members shall be compensated as described with Section 3 of this agreement:

- (A) Act as a technical consultant and advisor on engineering matters referred by the City Manager.
- (B) Advise the City in matters relating to resident's problems pertaining to engineering as they may relate to public sewers, public water supplies, drainage patterns and building grades.
- (C) Assist the City on municipal engineering matters. The Consulting Municipal Engineer shall also act as the Floodplain Administrator of the National Flood Insurance Program for the City of Brunswick.
- (D) Attend Council meetings and other meetings as requested by the City Manager or City Council. The monthly retainer amount presented in Section 4 is based upon the regular attendance of the Consulting Municipal Engineer or a designated CVE staff member at Planning Commission meetings and City Council Work Session meetings. Attendance by a designated CVE staff member in place of the Municipal Consulting Engineer at meetings will not be billed beyond the annual retainer amount.
- (E) Preparation of preliminary sketches and estimates, concerning the advisability of proceeding with public improvements such as pavement improvements, storm water collection, water distribution, or other infrastructure improvements contemplated by the City Manager.
- (F) Performing such other duties as is normally required of Consulting Municipal Engineers not requiring the use of additional staff members such as field crews, etc.

Section 3. For services in connection with the construction of public improvements as described above, Chagrin Valley Engineering, Ltd., shall receive compensation as a percentage of the actual cost of construction of all improvements authorized by City Council and under its control. The percentages paid shall be as follows:

August 25, 2016

<u>COST OF CONSTRUCTION</u>	<u>FEE</u>
\$ 0 - \$150,000	Hourly
\$ 150,001 - \$250,000	\$ 18,000 plus 8.7% of the amount over \$150,001
\$ 250,001 - \$500,000	\$ 25,000 plus 7.6% of the amount over \$250,001
\$ 500,001 - \$1,000,000	\$ 43,500 plus 6.7% of the amount over \$500,001
\$1,000,001 - \$5,000,000	\$ 75,000 plus 6.1% of the amount over \$1,000,001

The fees provided in this subsection shall cover engineering services including complete detailed plans and specifications, preparation of monthly and final estimates for contractor's payments and providing an Engineer for construction management to administer the construction contract. The above schedule of fees does not cover various supplementary services. Supplemental services not included within the presented fee schedule are, but not limited to: wetland delineations, stream quality assessments, preparation and acquisition of U.S. Army Corps of Engineers / Ohio Environmental Protection Agency wetland or stream fill permits, property, boundary, or right-of-way surveys, topographic surveys, profile surveys, grade stakes for construction, inspection of construction, shop, mill, field, or laboratory inspection of materials, cost of test borings, or other subsurface exploration, traffic studies, or calculations of special assessments. These supplementary services may be provided by the Chagrin Valley Engineering, Ltd. on an hourly basis in accordance with the schedule of rates hereinafter set forth below or upon invoice submitted by the entity providing such supplemental services. Any such supplemental services performed by CVE cannot therefore be included in any municipal contract nor subject to an additional percentage of contracts nor be included in the cost of construction of any contract or this contract. The Engineer shall at all times notify the Service Director, in writing, of any supplementary services associated with a proposed public improvement at the time that a preliminary estimate, covered under Section 2 of this contract, is submitted for consideration or approval.

Chagrin Valley Engineering, Ltd. shall be entitled to progress payments in proportion to services performed on monthly basis. Upon authorization by City Council and until such time as bids are taken and contracts awarded, compensation shall be determined by the following percentages and the Engineer's estimated construction cost. As the work is constructed, Chagrin Valley Engineering, Ltd. shall receive additional compensation equal to the balance of the fee based upon a percentage of the certificates of payment to the contractor, provided said payment is authorized by City Council. As soon as the final certificate of payment to the contractor is issued, any adjustment shall be made so the total fee shall be a sum equal to the schedule percentage. The compensation for basic services shall be based upon the following percentages of the total fee attributable to various phases of the work:

- | | |
|------------------------------------|-----|
| 1. Preliminary Report Phase | 15% |
| 2. Preliminary Design Phase | 20% |
| 3. Final Design Phase | 45% |
| 4. Bidding and Project Award Phase | 10% |
| 5. Contract Administration | 10% |

In the event proceedings for work are abandoned or postponed and then revived and actively pressed either by this or by a succeeding City Council within five (5) years of the date of said abandonment or postponement, Chagrin Valley Engineering, Ltd. shall credit against the total compensation the payment previously made hereunder, providing that Chagrin Valley Engineering, Ltd. is at that time employed by this or by a succeeding City Council to provide Municipal Engineering Consulting Services. In the event of the revival of a project within the time frame specified above, Chagrin Valley Engineering, Ltd. could, at its discretion, elect to negotiate additional fees with the City of Brunswick. Additional fees would address conditions that have incurred solely as a result of changes in existing conditions since the abandonment or postponement of the project, or design parameters that have been established by governmental review and approval subsequent to such delay.

Engineering charges for federally funded work must be in accordance with Federal Regulations and are set and approved as part of the funding procedure, and therefore are not part of this document.

HOURLY RATE SCHEDULE: For additional services for which the Engineer shall have been authorized to prepare material or work not let by Contract or for the performance of any of the following tasks:

- Special Surveys
- Preparation of Reports
- Preparation of Special Assessments
- Field Elevation Checks of Walks, Basements, Sewers, etc.
- Storm Water Management Inventory Assistance
- Storm Water Drainage: Plan / Calculation Review
- Erosion and Sediment Control: Plan Review / Site Inspections
- Sanitary "Tap-In" Reviews and Fee Determinations
- Residential / Commercial / Industrial Site Plan and or Subdivision Review
- Survey Plat Review
- Development / Implementation of Phase II Storm Water Management Program

Compensation shall be made on the basis of time spent by the Engineer or his employees and associates at the rates set forth in the following schedule of hourly rates, plus reimbursable expenses.

	<u>2017 Hourly Rates</u>	<u>2018 Hourly Rates</u>
Engineer - Partner	\$92.00 per hour	\$94.00 per hour
Engineer – Associate	\$88.00 per hour	\$90.00 per hour
Engineer	\$82.00 per hour	\$84.00 per hour
Contract Administrator	\$67.00 per hour	\$68.00 per hour
Storm Water Specialist	\$74.00 per hour	\$75.00 per hour
Professional Surveyor	\$82.00 per hour	\$83.00 per hour
Designer / Technician	\$73.00 per hour	\$74.00 per hour
Geographical Information System (GIS) Technician	\$73.00 per hour	\$74.00 per hour
Clerical	\$34.00 per hour	\$35.00 per hour
1 Man Survey Field Crew	\$90.00 per hour	\$91.00 per hour
2 Man Survey Field Crew	\$116.00 per hour	\$118.00 per hour
3 Man Survey Field Crew	\$134.00 per hour	\$136.00 per hour
Environmental Scientist	\$83.00 per hour	\$84.00 per hour
Inspector	\$50.00 per hour	\$51.00 per hour

Prints, Materials, Supplies and Services provided or performed by others at Cost.

August 25, 2016

Section 4. The Consulting Municipal Engineer and Chagrin Valley Engineering, Ltd., as appointed by the City Manager, shall receive as compensation for the services described in Section 2 hereof, the annual sum of \$55,250.00, said sum shall be pro-rated on a per month basis and payable to Chagrin Valley Engineering, Ltd., on the last day of each month.

Section 5. The Chagrin Valley Engineering, Ltd. agrees that for the duration of this contract no member of Chagrin Valley Engineering, Ltd. or employee thereof, will accept any private engineering or surveying work that requires their review and/or approval unless such work is approved by the City Manager; however, work for Federal, State County or Regional Governments is not prohibited.

Section 6. Documents and Files: All engineering documents and project files created for the purposes serving the City of Brunswick shall be the property of the City of Brunswick.

Section 7. The contract provided herein with Chagrin Valley Engineering, Ltd. may be terminated by either party on thirty (30) days advance written notice to the other, provided that such determination shall not affect the duty of the Consulting Municipal Engineer or Chagrin Valley Engineering, Ltd., to render service, nor the obligation of the City to pay for such service rendered, before the effective date of termination.

Ryan E. Cummins P.E., Partner, Chagrin Valley Engineering, Ltd.

Date

Accepted this _____ day of _____, 2016 by the City of Brunswick, Ohio, pursuant to
Ordinance of Council No. _____ adopted on _____.

BY: _____

City of Brunswick, Ohio

Attest:

The legal form of the within instrument is hereby approved.

Director of Law

Date

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MUNICIPAL ENGINEERING CONSULTING SERVICES AGREEMENT WITH CHAGRIN VALLEY ENGINEERING, LTD. FOR THE PROVISION OF PROFESSIONAL MUNICIPAL ENGINEERING SERVICES AND DESIGNATING MATTHEW M. JONES, P.E., AS CONSULTING MUNICIPAL ENGINEER.

WHEREAS: The City has received a proposal from Chagrin Valley Engineering, Ltd. for the provision of professional municipal engineering consulting services wherein Matthew M. Jones, P.E. has been designated at the Consulting Municipal Engineer; and

WHEREAS: The current Agreement with Chagrin Valley Engineering, Ltd. expires as of December 31, 2016.

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

SECTION 1: That the City Manager is authorized, upon approval of the Law Director, to enter into a Municipal Engineering Consulting Services Agreement with Chagrin Valley Engineering, Ltd., as attached hereto as Exhibit "A", for the provision of professional municipal engineering services upon such terms and conditions as provided therein.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the City of Brunswick, and for the additional reason that this measure is necessary to ensure that there is no lapse in the provision of professional municipal engineering services required by the City. 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
Barbara J. Ortiz, CMC

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 93-16

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MUNICIPAL ENGINEERING CONSULTING SERVICES AGREEMENT WITH CHAGRIN VALLEY ENGINEERING, LTD. FOR THE PROVISION OF PROFESSIONAL MUNICIPAL ENGINEERING SERVICES AND DESIGNATING MATTHEW M. JONES, P.E., AS CONSULTING MUNICIPAL ENGINEER.

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PASSED: 1st Reading _____

RULES SUSPENDED: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
 Clerk of Council
 Barbara J. Ortiz, CMC

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 11/28/2016

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, Acting City Manager

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 94-16** - An emergency resolution in opposition to any proposal by state legislators to re-regulate electrical utilities and to promote energy competition and consumer choice - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Patricia Hanek*)

BACKGROUND: Ohio deregulated electricity in 1999 because consumers were facing rates that were among the highest in the country. The old regulated model was not working. There is a move to re-regulate electricity power generation in Ohio which will cost consumers billions of dollars, kill off competition and strangle the capital investment spurred by the development of Ohio shale gas.

PURPOSE AND EXPLANATION: To oppose putting power generation back under state regulation which will cost consumers billions of dollars. To promote energy choice and competition.

IMPLEMENTATION SCHEDULE: To be adopted as an emergency with suspension of the rules.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

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

If emergency or suspension of the rules, why the request?
Recommended to adopt as an emergency due to the timeliness of the Ohio legislators.

ADDITIONAL INFORMATION:

IMPORTANT NOTICE

[Click here](#) to view this message in a browser window.



For Immediate Release: November 17, 2016

Contact: Chuck Keiper, Executive Director

ckeiper@nopecinfo.org

PUTTING POWER GENERATION BACK UNDER STATE REGULATION WILL COST CONSUMERS BILLIONS

Energy Choice and Competition Must Remain Ohio's Focus, Says NOPEC's Leader

(Solon, Ohio) – The move to re-regulate electricity power generation in Ohio will cost consumers billions of dollars, kill off competition and strangle the capital investment spurred by the development of Ohio shale gas.

The re-regulation push is on, with electric utility giants FirstEnergy Corp. and American Electric Power Ohio (AEP) already announcing they will be lobbying state legislators and officials to re-regulate their power plants, said Chuck Keiper, executive director of the Northeast Ohio Public Energy Council.

"Ohio started to deregulate electricity in 1999 because our consumers were facing rates that were among the highest in the country," Keiper said. "The old regulated model simply was not working. Ohio legislators were correct when they developed a competitive market." Keiper said that NOPEC is releasing an executive summary of a study conducted by The Ohio State University's John Glenn College of Public Affairs and Cleveland State University's Maxine Goodman Levin College of Urban Affairs. The full study, to be released soon, will take an in-depth look at the savings and benefits of deregulation. The executive summary's findings include:

- Ohio consumers who chose to shop for the best competitive energy rates between 2011 and 2015 saved \$3 billion per year, or total savings of \$14.97 billion.
- Over the next five years, in the current deregulated market, Ohio consumers will save an estimated average of \$2.98 billion per year, or total savings of \$14.94 billion.

“The study will illustrate, with hard facts and numbers, that deregulation is the driving force behind the relatively low cost of electricity in Ohio,” Keiper said. “Deregulation has been a gift to Ohio consumers that has given us billions of dollars in savings, and it’s a gift that will keep giving for years to come.”

Download the full press release & executive summary: [Regulation News Release.pdf](#) [Electric Customer Choice Executive Summary.pdf](#)

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Our address is 31360 Solon Road, Suite 33, Solon, OH 44139

If you do not wish to receive future email, [click here](#).
(You can also send your request to **Customer Care** at the street address above.)

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION IN OPPOSITION TO ANY PROPOSAL
BY STATE LEGISLATORS TO RE-REGULATE ELECTRICAL UTILITIES
AND TO PROMOTE ENERGY COMPETITION AND CONSUMER CHOICE.

WHEREAS: The State of Ohio deregulated electrical utilities in 1999 due to Ohioconsumers facing the highest rates in the Country; and

WHEREAS: There is a movement to re-regulate electrical utilities inthe State, which would cost Ohio consumers billionsof dollars, destroy competition and inhibit capital investment for development of Ohio energy resources.

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

SECTION 1: This Council herebyopposes any proposal by State Legislators to re-regulate electrical utilities and promotes energy competition and consumer choice, which will save Ohioconsumers billions ofdollars, encourage competition and promote capital investmentfor development of Ohio energy resources.

SECTION 2: That the Clerk of Council is herebyauthorized and directed to forward a certified copy of this Resolution to the Ohio House of Representatives and Senate upon the effective date hereof.

SECTION 3: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation ofthe public health, welfare, and safety and for the additional reason that this Council desires to indicate its opposition to any proposal to re-regulate electrical utilities as soon as possible. Therefore, this Resolution shall be effective upon receipt of the requisite 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
Barb Ortiz

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 94-16

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION IN OPPOSITION TO ANY PROPOSAL
BY STATE LEGISLATORS TO RE-REGULATE ELECTRICAL UTILITIES
AND TO PROMOTE ENERGY COMPETITION AND CONSUMER CHOICE.

WHEREAS: The State of Ohio deregulated electrical utilities in 1999 due to Ohioconsumers facing the highest rates in the Country; and

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PASSED: 1st Reading_____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Barb Ortiz