



BRUNSWICK CITY COUNCIL AGENDA

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

OCTOBER 23, 2023

1. Prayer and Pledge of Allegiance
2. Roll Call of Members
3. Correspondence
4. Approval of Regular Council Meeting Minutes dated October 9, 2023.
5. Mayor's Report:
 - (a) Proclamation in recognition of CRPS/RSD Awareness Month
 - (b) Mayor's Update
6. Clerk of Council's Report
7. Council Committee Reports:

Economic Development Committee.....Mr. Lambert

Services, Utilities, Technology & Cable Committee.....Mr. Smith

Services, Utilities, Technology & Cable Committee Minutes dated October 9, 2023

Finance Committee.....Mr. Hanek

Finance Committee Minutes dated October 9, 2023

Safety & Environment Committee.....Mr. Kuczma

Planning & Zoning Committee.....Mr. Delsanter

Parks, Recreation & Community Committee.....Mrs. Piper

Parks, Recreation & Community Committee Minutes dated October 10, 2023

Building & Building Code Committee.....Mr. Abella
8. Other Committees, Boards and Commissions
 - (a) Committee-of-the-Whole Minutes dated October 9, 2023
9. Petitions from the Public on Legislation

10. Reading of Legislation and Action on Legislation:

a. 3rd Reading(s)

ORD. NO. 76-2023 - An ordinance approving the final plat for the Market Highlands Glenmont Drive extension in the Market 42 Special Planning District No. 8, subject to final engineering approval and any other conditions imposed by Council. - **3rd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

b. 2nd Reading(s)

c. 1st Reading(s)

RES. NO. 89-2023 - An emergency resolution authorizing the City Manager to enter into an agreement with CCG Automation, Inc. for HVAC upgrades at City Hall in an amount not to exceed \$63,780.00. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Grant Aungst*)

RES. NO. 90-2023 - An emergency resolution authorizing the City Manager to enter into an agreement with Cargill for the purchase of Clearlane enhanced road salt for the Service Department in an amount not to exceed \$79.99 per ton. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Magovac*)

RES. NO. 91-2023 - An emergency resolution authorizing the City Manager to enter into an agreement with Konstruction King, Inc. for the provision of emergency concrete road repairs in an amount not to exceed \$47,400.00. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Magovac*)

RES. NO. 92-2023 - An emergency resolution authorizing the City Manager to enter into all necessary agreements with RFC Contracting, LLC for the provision of Construction Management At Risk services for the new Fire Station Headquarters Project in an amount not to exceed \$800,000.00. - **1st Reading** (To be brought from Safety & Environment Committee, *Administration/Carl DeForest*)

11. City Manager's Report

12. Open Forum

13. Unfinished Business

14. New Business

15. Adjournment

SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

October 9, 2023

IN ATTENDANCE: Chairman Tim Smith, Committee Member Keith Kuczma, Nicholas Hanek, Kristy Piper, Brandon Lambert, Joseph Delsanter, City Manager/Safety Director Carl DeForest, Law Director Ken Fisher, Finance Director Todd Fischer, Information Technology & Security Officer Robert Marok, Clerk of Council Laura Timura, News Media.

The meeting convened at 6:10 p.m.

Mr. Kuczma moved to excuse Mr. Abella for just cause. Vote – 2 Ayes, 0 Nays.

DISCUSSION ITEMS:

- a) **RES. NO. 86-2023** - An emergency resolution authorizing the City Manager to purchase a Unitrends Backup Solution from CDW-G in an amount not to exceed \$45,829.50.
- **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Rob Marok*)

Mr. Marok revealed that this resolution pertains to a renewal of the City's contract for a Unitrends appliance that does an in-house backup, which then offloads to the Unitrends cloud. The City has been using Unitrends for the past six years, so renewing with Unitrends gives the City a significant discount.

Mr. Marok noted that the reason for the emergency is because the quote is bound for 30 days.

Mr. Delsanter inquired if there were any retrieval costs.

Mr. Marok responded that there are no further retrieval costs, which is one of the reasons he prefers Unitrends.

Mr. Kuczma asked if the \$45,829 is for all three years of the proposed contract.

Mr. Marok stated that it is.

Mr. Kuczma asked if the City owns the appliance and if it will have to purchase a new device after three years.

Mr. Marok answered that the City does own the appliance. However, the company may recommend purchasing a new appliance after three years.

Mr. Kuczma moved Resolution Number 86-2023 to tonight's Council Agenda of October 9, 2023, as an emergency with suspension of the rules. Vote – 2 Ayes, 0 Nays.

GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

Being no further business, Mr. Kuczma moved to adjourn at 6:12 p.m. Vote – 2 Ayes, 0 Nays.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Tim Smith", with a stylized flourish at the end.

Tim Smith
Chairman

FINANCE COMMITTEE

October 9, 2023

IN ATTENDANCE: Chairman Nicholas Hanek, Committee Member Brandon Lambert, Keith Kuczma, Kristy Piper, Tim Smith, Joseph Delsanter, City Manager/Safety Director Carl DeForest, Law Director Ken Fisher, Finance Director Todd Fischer, Clerk of Council Laura Timura, News Media

The meeting convened at 6:12 p.m.

Mr. Lambert moved to excuse Mr. Abella for just cause. Vote – 2 Ayes, 0 Nays.

DISCUSSION ITEMS:

- a) **RES. NO. 84-2023** - An emergency resolution accepting the amounts and rates as determined by the budget commission and authorizing the necessary tax levies and certifying them to the County Auditor. - **1st Reading** (To be brought from Finance Committee, *Administration/Todd Fischer*)
- b) **ORD. NO. 85-2023** - An emergency ordinance creating the United States Army Corp of Engineers Grants Fund (#345) - **1st Reading** (To be brought from Finance Committee, *Administration/Todd Fischer*)
- c) **ORD. NO. 87-2023** - An emergency ordinance amending ordinances #103-2022, #9-2023, #19-2023, #34-2023 and #57-2023 to include amendments to the Appropriation Budget for the year ending December 31, 2023 as incorporated in Exhibit “A” attached hereto. - **1st Reading** (To be brought from Finance Committee, *Administration/Todd Fischer*)

Mr. Fischer explained that Resolution 84-2023 pertains to the property tax rates the City must certify to the County Auditor every year. This year, the Division of Finance has included the fire station bond levy, which is also a property tax levy. The levy is estimated at \$0.82 mills the County Auditor’s Office, and further estimates should raise about \$890,400.

Mr. Fischer divulged that the rest of the rates are the same and noted that this will be the last collection year for the road levy.

Mr. Fischer continued that Ordinance 85-2023 is a new fund. The City received a grant award of \$4.51 million from the Army Corp of Engineers Grant. However, that particular grant has yet to be funded by the US Congress. In anticipation of receiving that grant, the Division of Finance wants to create this fund.

Mr. Fischer informed that Ordinance 87-2023 is to get the City’s budget in order. The amendments result in a net decrease of \$260,000. However, there are a few increases: one relating to an additional opioid settlement the City received and other increases to solidify some capital for the City’s various departments. This will help the departments put together their presentations and solidify their funding requisitions for the 2024 Budget.

Mr. Lambert moved Resolution Number 84-2023, Ordinance Number 85-2023, and Ordinance Number 87-2023 to tonight's Council Agenda of October 9, 2023, as an emergency with suspension of the rules. Vote – 2 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Fischer noted that the September Financial Reports were emailed out, and advised to direct questions to the Division of Finance.

ADJOURNMENT:

Being no further business, Mr. Lambert moved to adjourn at 6:17 p.m. Vote – 2 Ayes, 0 Nays.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'M. Hanek', with a long horizontal stroke extending to the right.

Nicholas Hanek
Chairman

PARKS, RECREATION & COMMUNITY COMMITTEE

October 10, 2023

IN ATTENDANCE: Chairwoman Kristy Piper, Committee Member Keith Kuczma, Parks & Recreation Director Taylor Petkovsek, Bryan Keller, Ray Ujlacki, Kim Turner, Daniel Moskal, Barbara George, Brina Lafountain, Charles McCauley, Keri Sparenga, Bill Sparenga, Dan Berg, Sue Berg.

The meeting convened at 6:01 p.m.

Mr. Kuzma moved to excuse Mr. Smith for just cause. Vote – 2 Ayes, 0 Nays.

DISCUSSION ITEMS:

a) Recreation Center Christmas Party on December 3rd

Mrs. Piper indicated that the National Honor Society and Volunteer Organization for Teens have both been contacted to provide volunteers for the event.

Mrs. Petkovsek revealed that fliers have been produced, folded, placed into envelopes, and are ready to be sent to businesses asking for donations for the event. She added that advertising for the event will begin on October 11th. She noted that contracts have been sent to Santa and Nate the Great. Contracts for carnival games are in progress. Food orders need to be placed four days before the event.

Mr. Kuczma asked who would put the event on the marquis.

Mrs. Petkovsek responded that she would.

Mrs. Sparenga inquired if the committee would be interested in a face painter.

The committee agreed that a face painter would be a great addition to the party.

Mr. Kuczma questioned if there was a background check process for all of the contracted vendors.

Mrs. Petkovsek shared the process that is used by the Recreation Center and disclosed that vendors involved in this event would be in compliance with the process.

Mrs. Petkovsek continued that there would be ten Recreation Center Supervisors working the evening of the party, which is a good number of volunteers for the event.

b) Summer Music Concert Series Update

Mrs. Piper announced that the concert series would be at the Recreation Center on Wednesday evenings during the summer.

Mr. Keller divulged that he has contacted the bands and locked in dates for the performances. He suggested the time of 6:00 - 8:00 p.m. for the performances. However, the first performance would be on July 3rd before the City fireworks. In this case, he suggested that the band perform from 6:00 - 9:00 p.m on this day. The committee agreed with this suggestion.

Mr. Keller advised to look into getting an awning for the Recreation Center stage in case there is any rain.

Mrs. Petkovsek replied that she would contact the awning company that the Recreation Center works with.

Mr. Keller offered that local restaurants should be contacted to see if they would be interested in offering any coupons or specials on the evenings of the Summer Music Concert Series.

c) Brunswick BBQ

Mrs. Petkovsek disclosed that she spoke with Nate Eppink from the Medina County Parks Department, and he is in favor of a one-day event. She revealed that Mr. Eppink would prefer that vendors and music staging be set up on the street and setting up fencing would be allowed.

Mr. Ujlacki inquired where this event would be set up.

Mrs. Piper answered that the event would be set up at Brunswick Lake.

Mr. Kuczma shared that the road would be set up between the Chick-Fil-A drive through and street by Giant Eagle so the road would not be completely closed.

Mr. Sparenga questioned whether there would be food trucks at the event.

Mrs. Piper responded that the purpose of today's meeting was to just determine if an event could be held at Brunswick Lake. No plans have been made as to the particulars for the event.

Several residents from the Brunswick Lake Homeowner's Association raised concerns about traffic in their neighborhood and parking during the event.

Mrs. Piper noted the concerns.

Mr. Ujlacki asked about the Designated Outdoor Refreshment Area (DORA).

Mrs. Piper referred Mr. Ujlacki to Community & Economic Development Director Grant Aungst.

d) Huntington Park

Mrs. Petkovsek revealed that she contacted the Medina County Parks Department about turning Huntington Circle into a butterfly or pollinator habitat. This would be a 2-3 year process, but there are resources available.

Mrs. Petkovsek explained that Huntington Circle contains five parcels. She suggested to choose one parcel to begin the process. She provided a map of the parcels and it was decided to work on parcel 5.

Mrs. Petkovsek added that there are two park benches from the Dino Trail that could be relocated to this area.

GENERAL DISCUSSION:

Mrs. Sparenga shared that she would like to see some artwork added to the community, possibly in the form of murals.

Mrs. Petkovsek replied that she would look into whether the City could have the park buildings painted.

Mr. Kuczma asked about pavilion maintenance at the City parks.

Mrs. Petkovsek responded that picnic tables have been refinished at several of the pavilions.

Mr. Sparenga inquired about the lake at North Park.

Mrs. Petkovsek noted that she has been discussing this with the Division of Parks.

Mr. Ujlacki asked about future plans and parking at Brunswick Lake.

Mrs. Petkovsek referred Mr. Ujlacki to Nate Eppink as the park is run by the Medina County Parks Department.

Mrs. Piper announced that the next Parks, Recreation & Community Committee meeting would be on November 14th at 6:00 p.m.

ADJOURNMENT:

Being no further business, Mr. Kuczma moved to adjourn at 7:17 p.m. Vote – 2 Ayes, 0 Nays.

Respectfully submitted,



Kristy Piper
Chairwoman



COMMITTEE OF THE WHOLE

October 9, 2023

IN ATTENDANCE: Nicholas Hanek, Joseph Delsanter, Keith Kuczma, Tim Smith, Kristy Piper, Brandon Lambert, City Manager/Safety Director Carl DeForest, Law Director Kenneth Fisher, Finance Director Todd Fischer, Clerk of Council Laura Timura, News Media

The meeting convened at 6:17 p.m.

Mr. Delsanter moved to excuse Mr. Abella for just cause. Vote – 6 Ayes, 0 Nays.

REVIEW LEGISLATION:

- a) **RES. NO. 83-2023** - An emergency resolution detailing Council's current intention as to the annual expenditure of proceeds received from the road levy renewal. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Carl DeForest*)

Mr. DeForest mentioned that this resolution is to confirm Council's intent and desire to use road levy funds for neighborhood streets if the levy passes on November 7th. This clears up any misconceptions about Council's intention or desire regarding the levy.

Mr. Hanek clarified that this levy goes towards residential neighborhoods only. More significant projects are done through different types of funds.

Mr. DeForest agreed and added that this levy includes asphalt repair, concrete panel replacement, and wholesale updates and upgrades.

Mr. Hanek also noted that the levy will be on the ballot as a renewal, not an increase.

Mr. DeForest concurred that the levy would be a renewal, stating that it would cost \$26 per \$100,000 of appraised value for ten years. This generates approximately \$850,000 per year, which will be divided into four wards for residential street improvements.

Mr. Delsanter restated that if the renewal levy does not pass, then the last collection of the existing levy would be collected in 2024. This would mean that the City would not have any funding for 2025.

Mr. Lambert moved Resolution Number 83-2023 to tonight's Council Agenda of October 9, 2023, as an emergency with suspension of the rules. Vote – 6 Ayes, 0 Nays.

- b) **ORD. NO. 88-2023** - An emergency ordinance to approve the editing and inclusion of certain ordinances as components of the codified ordinances; to provide for the adoption of new legislation in the updated revised codified ordinances; and to repeal ordinances in conflict therewith. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Laura Timura*)

Mrs. Timura explained that this ordinance is to update the City's Codified Ordinances online and in the physical records. She concluded that passing this ordinance would allow her to distribute the updates to the Codified Ordinances.

Mr. Delsanter moved Resolution Number 88-2023 to tonight's Council Agenda of October 9, 2023, as an emergency with suspension of the rules. Vote – 6 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. DeForest divulged that the City is in the process of scoring applications for the Construction-Manager-At-Risk (CMAR) as part of the process to construct the new fire station. He added that he is hopeful to come to Council on October 23rd with a selection for the CMAR.

Mr. Kuczma thanked Mr. DeForest for his work on getting a bike rack installed at City Hall.

EXECUTIVE SESSION:

Mr. Lambert moved to go into Executive Session to discuss the subject of pending or imminent court action, seconded by Mr. Delsanter. Roll Call – Ayes – 6, Mr. Hanek, Mr. Lambert, Mr. Smith, Mr. Delsanter, Mr. Kuczma, Mrs. Piper. Nays – 0

Mr. Smith moved to adjourn from Executive Session. – Vote – 6 Ayes, 0 Nays.

The Committee-of-the-Whole reconvened.

ADJOURNMENT:

Being no further business, Mr. Delsanter moved to adjourn the Committee of the Whole Meeting at 6:47 p.m. Vote – 6 Ayes, 0 Nays.

Submitted Respectfully,

A handwritten signature in cursive script, reading "Irene Jayapandian".

Irene Jayapandian
Assistant Clerk of Council

PROPOSED LEGISLATION



DATE: 10/23/2023

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 76-2023** - An ordinance approving the final plat for the Market Highlands Glenmont Drive extension in the Market 42 Special Planning District No. 8, subject to final engineering approval and any other conditions imposed by Council. - **3rd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: The Planning Commission, at their meeting on September 7, 2023, voted to recommend approval to City Council of the Market Highlands SPD-8 final plat, subject to final engineering approval, as per attached Exhibit "A".

PURPOSE AND EXPLANATION: Pursuant to Sections 1224.04(a)(3) and 1226.04 of the City of Brunswick Codified Ordinances, approval of the Market Highlands final plat, as part of Market 42 SPD-8, is required by City Council.

IMPLEMENTATION SCHEDULE: Immediately.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

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

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

Recommend approval.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 76-2023

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

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE MARKET HIGHLANDS GLENMONT DRIVE EXTENSION IN THE MARKET 42 SPECIAL PLANNING DISTRICT NO. 8, SUBJECT TO FINAL ENGINEERING APPROVAL AND ANY OTHER CONDITIONS IMPOSED BY COUNCIL.

WHEREAS: On September 8, 2023, the Brunswick City Planning Commission recommended approval to City Council of the final plat for the Market Highlands Glenmont Drive Extension in the Market 42 SPD-8, subject to final engineering approval.

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

SECTION 1: That the final plat for the Market Highlands Glenmont Drive Extension in the Market 42 SPD-8, as attached hereto as Exhibit "A", is hereby approved subject to final engineering approval and any other conditions imposed by this Council.

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
Laure E. Timura

APPROVALS

This Plat was duly accepted by the Brunswick City Council at its regular meeting held on the _____ day of _____, 20____.

Ordinance No. _____.

Clerk of Council

This Plat was duly accepted by the Brunswick City Planning Commission at its regular meeting held on the _____ day of _____, 20____.

Secretary

This Plat was duly accepted by the Brunswick City Engineer this ____ day of _____, 20____.

City Engineer

All required central wastewater disposal facilities have been satisfactorily installed or adequate financial guarantees have been approved by the Medina County Sanitary Engineer on this ____ day of _____, 20____.

Medina County Sanitary Engineer

Approved for transfer this ____ day of _____, 20____.

Tax Map Draftsman

Received for transfer this ____ day of _____, 20____.

Medina County Auditor

Received and recorded this ____ day of _____, 20____.

At _____ A.M./P.M recorded in Plat Document No. _____.

Fee: _____.

Medina County Recorder

COVENANTS, RESTRICTIONS & EASEMENTS

The Subdivision shown on this plat is subject to the covenants, restrictions and easements contained in the declaration or restrictions, covenants and easements, filed for record on the _____ of _____, 20____ and recorded in Document No. _____ in the Medina County Recorders Records, State of Ohio.

SURVEYOR CERTIFICATION

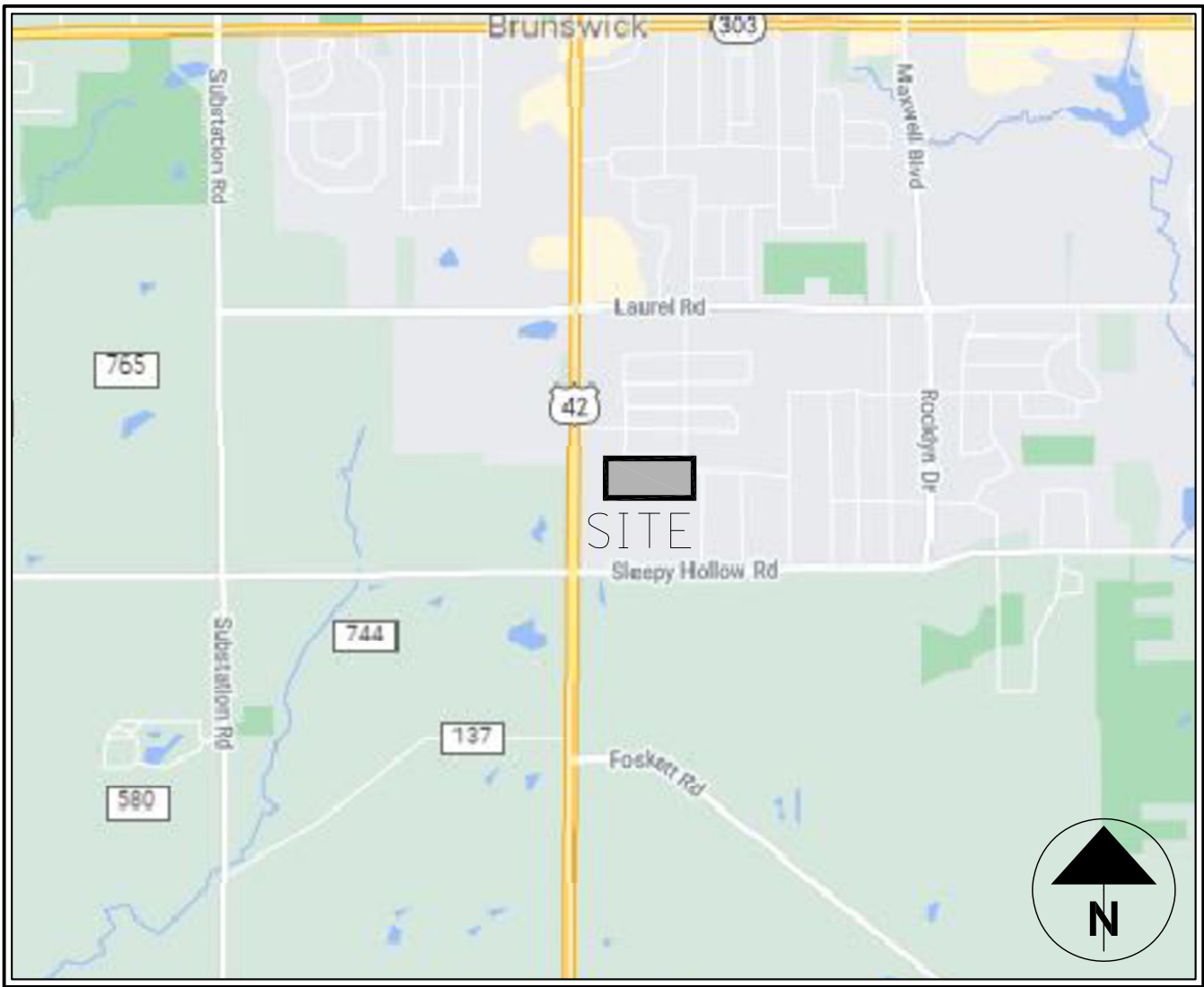
This Plat was prepared from a field survey, analysis of recorded plats, recorded deeds, and survey records, as applicable. Distances are given in feet and decimal parts thereof. All dimensional and geodetic details are correct and the survey balances and closes to the best of my knowledge. All monuments shown hereon exist or shall be set as shown.

Jeremy M. Sack P.S. No. S-8557 _____
Date



Market Highlands
Creating Sublots 1 through 10, Blocks 'A' and 'B' and dedicating a portion of Glenmont Drive

Situated in the City of Brunswick, County of Medina and State of Ohio and known as being part of Original Brunswick Township Lot No. 16, Tract No. 1, further known as being a all of a 5.7517 acre parcel of land conveyed to Market 42 LLC by deed dated March 29, 2023 and recorded in Document No. 2023OR004285 of the Medina County Recorder's Records and all of Block 'D' as shown on Cherryshire Woods Phase 2, recorded in Document No. 2000PL000102 of the Medina County Recorder's Records.



LOCATION MAP

NOTES

* Wetlands delineated by The Department of the Army, Corps of Engineers in a letter dated February 25, 2022

REFERENCES:

Deed & Plat documents as referenced by survey, Medina County Recorder's records.

"Survey for Howard J. & Lucille Lammermeier" by T.J. Hood, P.S. 3455, on file in Survey Book 9, Page 102a of the Medina County Engineer's Survey Records.

"Plat of Survey for Emilie Mateyka" by Charles A. Rolling, P.S. 5569, on file in Survey Book 14, Page 16b of the Medina County Engineer's Survey Records.

"Plat of Survey and Property Split" by Robert E. Knight, P.S. 6448, on file in Survey Book 32, Page 189 of the Medina County Engineer's Survey Records.

BASIS OF BEARINGS:

Centerline bearing of Pearl Road (S.R. 42) was calculated to be North 00°03'07" West, based upon Ohio State Plane Coordinate System, North Zone, NAD 1983, Ground.

SURVEY CONTROL NOTE:

All iron pins set at property corners are 5/8 inch by 30 inch and affixed with cap "DAVEY RESOURCE GROUP"

All iron pins set in centerline monument boxes are 3/4 inch and affixed with cap "DAVEY RESOURCE GROUP"

All iron pins found are 5/8 inch and affixed with caps "DRG ENG 7631-8557" unless otherwise noted

ACCEPTANCE

Know all men by these presents that _____, (Print Name/Title)

owner/agent of Market 42 LLC and the lands embraced within this subdivision hereby acknowledge this plat and subdivision to be my/their free act and deed and hereby dedicate to the public use forever the streets shown hatched as Glenmont Drive and grant all easements to the City of Brunswick as shown. I certify that there are no delinquent taxes or assessments against the lands embraced within this subdivision,

Owner/Agent _____
Date

County of Medina SS
State of Ohio

Before me a notary public in and for said county and state, personally appeared the above named _____
Owner/Agent

who acknowledged the making of the foregoing instrument and the signing of this plat to be their own free act and deed. In testimony whereof I

have hereunto set my hand and official seal at _____, Ohio this day of _____, 20____.

Notary public _____
My commission expires

Witness

Know all men by these presents that _____, (Print Name/Title)

representative/agent of The City of Brunswick and the lands embraced within this subdivision hereby acknowledge this plat and subdivision to be my/their free act and deed and hereby dedicate to the public use forever the streets shown hatched as Glenmont Drive. I certify that there are no delinquent taxes or assessments against the lands embraced within this subdivision,

Representative/Agent _____
Date

County of Medina SS
State of Ohio

Before me a notary public in and for said county and state, personally appeared the above named _____
Representative/Agent

who acknowledged the making of the foregoing instrument and the signing of this plat to be their own free act and deed. In testimony whereof I

have hereunto set my hand and official seal at _____, Ohio this day of _____, 20____.

Notary public _____
My commission expires

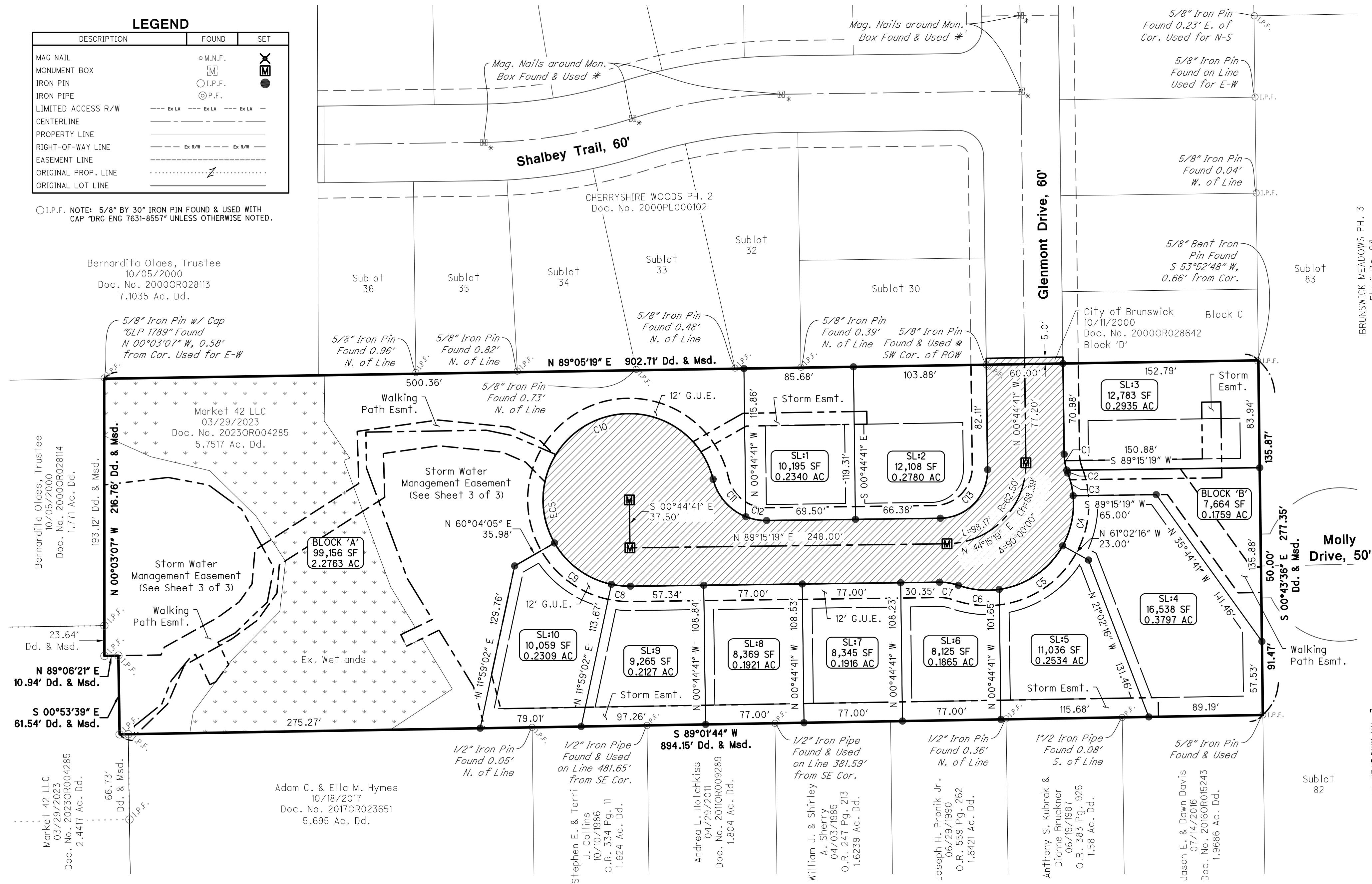
Witness

Sheet List Table	
Sheet Number	Sheet Title
1	TITLE
2	PLAN
3	EASEMENTS

AREA TABLE	
NAME	ACRES
SUBLOTS 1-10	2.4524
BLOCK 'A'	2.2763
BLOCK 'B'	0.1759
DEDICATED ROW	0.8540
TOTAL	5.7586

DESCRIPTION	FOUND	SET
MAG NAIL	○ M.N.F.	⊗
MONUMENT BOX	⊞	⊞
IRON PIN	○ I.P.F.	⊗
IRON PIPE	⊙ P.F.	⊗
LIMITED ACCESS R/W	--- Ex LA --- Ex LA --- Ex LA ---	
CENTERLINE	---	
PROPERTY LINE	---	
RIGHT-OF-WAY LINE	--- Ex R/W --- Ex R/W ---	
EASEMENT LINE	---	
ORIGINAL PROP. LINE	 Z	
ORIGINAL LOT LINE	---	

○ I.P.F. NOTE: 5/8" BY 30" IRON PIN FOUND & USED WITH CAP "DRG ENG 7631-8557" UNLESS OTHERWISE NOTED.



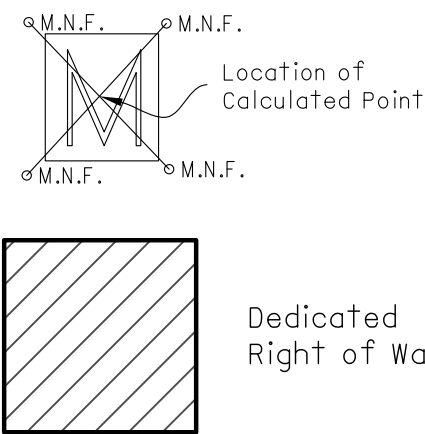
SURVEY CONTROL NOTE:

All iron pins set at property corners are 5/8 inch by 30 inch and affixed with cap "DAVEY RESOURCE GROUP"

All iron pins set in centerline monument boxes are 3/4 inch and affixed with cap "DAVEY RESOURCE GROUP"

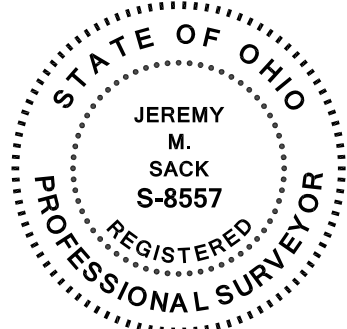
All iron pins found are 5/8 inch and affixed with caps "DRG ENG 7631-8557" unless otherwise noted

*Monument Boxes found stuck closed. Points calculated from four Mag Nails found around each box:



GENERAL CURVE TABLE					
SEGMENT	LENGTH	RADIUS	CHORD	CHORD BEARING	DELTA
C1	12.71'	42.50'	12.67'	N 09°18'50" W	17°08'18"
C2	2.33'	42.50'	2.33'	N 19°27'17" W	3°08'35"
C3	18.28'	67.50'	18.23'	N 13°16'02" W	15°31'04"
C4	40.61'	67.50'	40.00'	N 11°43'37" E	34°28'14"
C5	62.49'	67.50'	60.28'	N 55°29'04" E	53°02'41"
C6	32.43'	67.50'	32.12'	S 84°13'42" E	27°31'47"
C7	15.04'	42.50'	14.97'	S 80°36'15" E	20°16'53"

GENERAL CURVE TABLE					
SEGMENT	LENGTH	RADIUS	CHORD	CHORD BEARING	DELTA
C8	15.00'	67.50'	14.96'	S 84°22'50" E	12°43'43"
C9	56.65'	67.50'	55.00'	S 53°58'27" E	48°05'03"
C10	230.97'	67.50'	133.68'	S 68°05'36" W	196°03'02"
C11	40.41'	42.50'	38.91'	N 41°07'25" W	54°29'04"
C12	16.60'	42.50'	16.49'	N 79°33'19" W	22°22'45"
C13	58.90'	37.50'	53.03'	S 44°15'19" W	90°00'00"



MARKET HIGHLANDS

PLAN

PROJECT NUMBER

2454

DATE

2023-08-08

2
4

EASEMENT LINE TABLE		
SEGMENT	LENGTH	DIRECTION
E1	50.34'	N 83°19'43" E
E2	32.15'	S 79°19'23" E
E3	32.01'	S 53°42'28" E
E4	52.16'	S 28°51'08" E
E5	27.42'	S 10°37'28" W
E6	34.91'	S 46°14'17" W
E7	15.20'	S 61°40'45" W
E8	19.29'	S 25°35'41" E
E9	16.95'	S 36°33'43" W
E10	5.01'	S 64°24'19" W
E11	26.25'	N 25°35'41" W
E12	4.06'	S 61°40'45" W

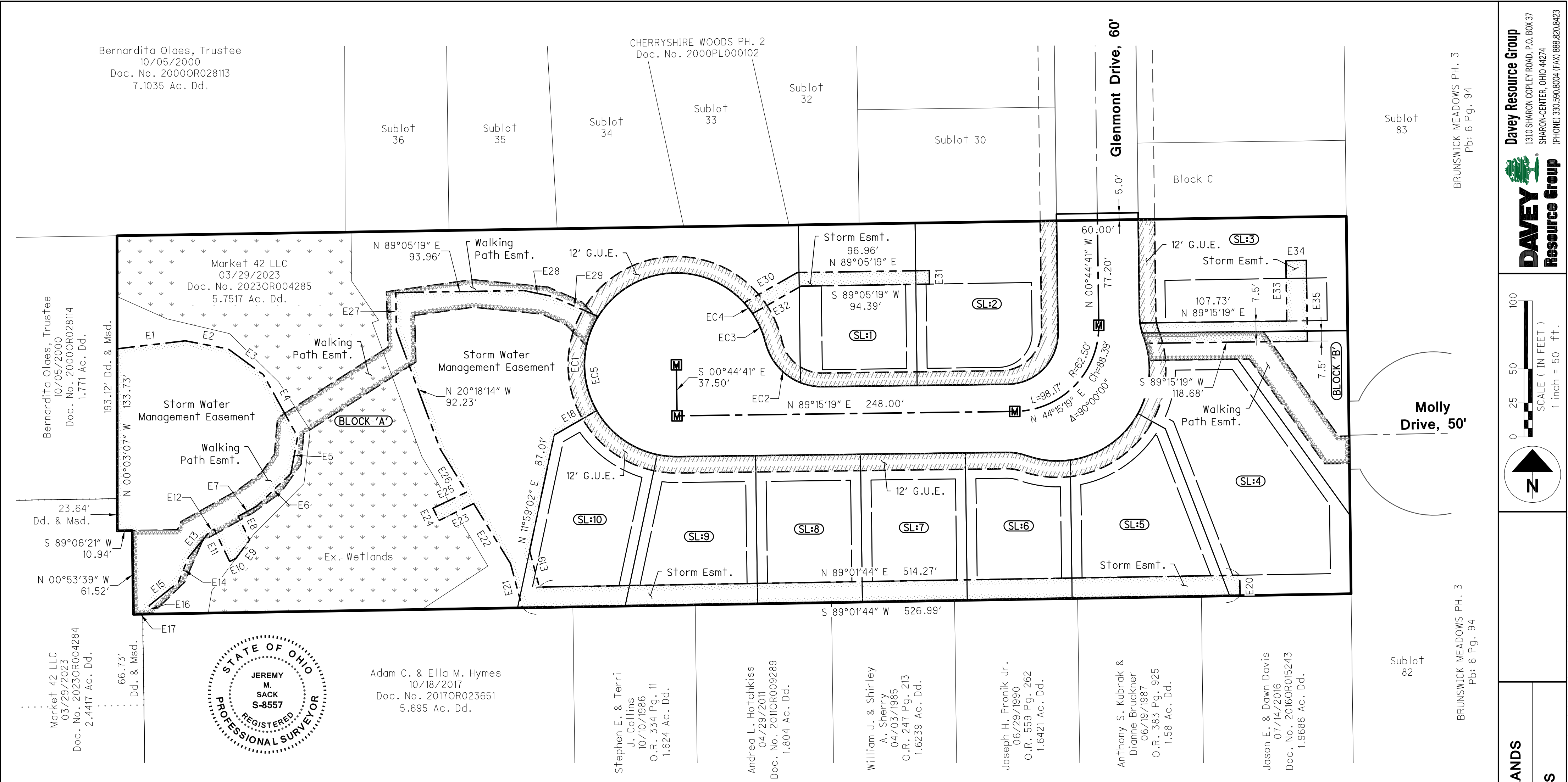
EASEMENT LINE TABLE		
SEGMENT	LENGTH	DIRECTION
E13	24.18'	S 39°23'56" W
E14	19.62'	S 21°55'16" W
E15	27.51'	S 51°11'17" W
E16	6.30'	S 00°58'16" E
E17	11.69'	S 89°06'21" W
E18	35.98'	N 60°04'05" E
E19	27.50'	S 15°06'54" E
E20	15.00'	S 00°58'16" E
E21	33.56'	N 15°06'54" W
E22	51.81'	N 31°28'36" W
E23	28.35'	N 63°53'52" E
E24	10.00'	S 25°54'30" E

EASEMENT LINE TABLE		
SEGMENT	LENGTH	DIRECTION
E25	27.39'	N 64°15'20" E
E26	37.50'	N 31°28'36" W
E27	28.05'	N 00°54'41" W
E28	20.71'	S 78°26'16" E
E29	37.45'	S 66°34'41" E
E30	44.83'	N 60°22'23" E
E31	10.00'	S 00°49'41" E
E32	40.77'	S 60°22'23" W
E33	44.36'	N 00°43'27" W
E34	15.00'	N 89°16'33" E
E35	59.35'	S 00°43'27" E

EASEMENT CURVE TABLE					
SEGMENT	LENGTH	RADIUS	CHORD	CHORD BEARING	DELTA
EC1	72.63'	67.50'	69.17'	S 00°53'29" W	61°38'48"
EC2	40.41'	42.50'	38.91'	N 41°07'25" W	54°29'04"
EC3	23.53'	67.50'	23.41'	N 23°52'08" W	19°58'30"
EC4	10.12'	67.50'	10.11'	N 38°09'07" W	8°35'28"

LEGEND		FOUND	SET
DESCRIPTION			
MAG NAIL		○ M.N.F.	⊗
MONUMENT BOX		⌚	⌚
IRON PIN		○ I.P.F.	●
IRON PIPE		⊙ P.F.	⊙
LIMITED ACCESS R/W	---	Ex LA	---
CENTERLINE	---	Ex LA	---
PROPERTY LINE	---	Ex LA	---
RIGHT-OF-WAY LINE	---	Ex R/W	---
EASEMENT LINE	---	Ex R/W	---
ORIGINAL PROP. LINE	---	Ex R/W	---
ORIGINAL LOT LINE	---	Ex R/W	---

○ I.P.F. NOTE: 5/8" BY 30" IRON PIN FOUND & USED WITH
CAP "DRG ENG 7631-8557" UNLESS OTHERWISE NOTED.



MARKET HIGHLANDS
EASEMENTS

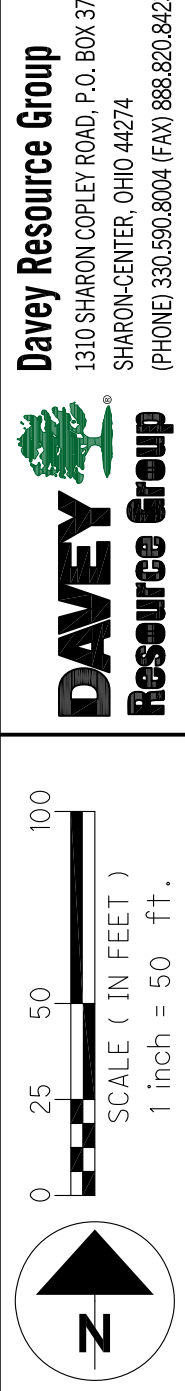
PROJECT
NUMBER

2454

DATE

2023-08-08

3
4



SEGMENT	LENGTH	DIRECTION
E49	61.54'	N 00°53'39" W
E50	33.25'	N 89°06'21" E
E51	6.58'	N 23°25'03" E
E52	47.92'	N 60°53'00" E
E53	20.86'	N 53°56'10" E
E54	17.05'	N 35°28'01" E
E55	26.73'	N 04°57'02" E
E56	96.36'	N 57°21'48" E
E57	40.79'	N 01°40'03" W
E58	63.68'	N 81°59'02" E
E59	55.88'	S 84°21'33" E
E60	26.77'	S 66°27'32" E
E61	16.52'	S 44°27'45" E

DESCRIPTION		FOUND	SET
MAG NAIL		○ M.N.F.	
MONUMENT BOX			
IRON PIN		○ I.P.F.	
IRON PIPE		⊙ P.F.	
LIMITED ACCESS R/W	--- Ex LA	--- Ex LA	--- Ex LA
CENTERLINE	_____	_____	_____
PROPERTY LINE	_____	_____	_____
RIGHT-OF-WAY LINE	_____ Ex R/W	_____ Ex R/W	_____
EASEMENT LINE	_____	_____	_____
ORIGINAL PROP. LINE	 		
ORIGINAL LOT LINE	_____	_____	_____

○I.P.F. NOTE: 5/8" BY 30" IRON PIN FOUND & USED WITH
CAP "DRG ENG 7631-8557" UNLESS OTHERWISE NOTED.

PROPOSED LEGISLATION



DATE: 10/23/2023

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 89-2023** - An emergency resolution authorizing the City Manager to enter into an agreement with CCG Automation, Inc. for HVAC upgrades at City Hall in an amount not to exceed \$63,780.00. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Grant Aungst*)

BACKGROUND: Proposal #M23002BW, dated October 3, 2023, has been received from CCG Automation to upgrade the Brunswick City Hall HVAC system, including sheet metal work to perform openings in full height walls to allow more return air; reconnect existing diffusers that were disconnected over the years; and relocate one ALC sensor. Insulation work and duct sealing on designated areas will be included as outlined in the three alternates, for a total amount not to exceed \$63,780.00. Funding for the above work is through a NOPEC grant.

PURPOSE AND EXPLANATION: The HVAC upgrades are necessary to promote greater energy efficiency throughout City Hall.

IMPLEMENTATION SCHEDULE: Immediately

FINANCIAL INFORMATION: City Hall HVAC upgrades - 10/24/2023 - \$63,780.00 - 336-2023-56800 - - \$63,780.00

FINANCIAL SUMMARY: City Hall HVAC upgrades

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?

That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary to lock-in pricing and allow for energy efficient HVAC upgrades to be completed as soon as possible.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 89-2023

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

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CCG AUTOMATION, INC. FOR HVAC UPGRADES AT CITY HALL IN AN AMOUNT NOT TO EXCEED \$63,780.00.

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

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

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 CCG Automation, Inc. for HVAC upgrades at City Hall in an amount not to exceed \$63,780.00.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary to lock-in pricing and allow for energy efficient HVAC upgrades to be completed as soon as possible. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura



CCG AUTOMATION, INC.

PROPOSAL

October 3, 2023

Proposal #M23002BW

Mr. Grant R. Aungst
Brunswick City Hall
4095 Center Road
Brunswick, OH 44212

**PROJECT: CITY HALL
HVAC UPGRADES – IMPLEMENTATION
Revision #3**

CCG Automation, Inc. is pleased to propose the following:

Base Price:

Sheet Metal Work shown of Building Drawing.

This includes creating openings in the full height walls
to allow more Return Air.

This includes connecting all the existing diffusers that became
disconnected over the years.

One of the two ALC Sensors that serve two different areas,
yet are next to each other, will be relocated.

Price: \$15,261.

Alternate #1:

Insulation Work in the Red Block on attached Drawing

Price: \$25,865.

Alternate #2:

Insulation Work in the Blue Block on attached Drawing

Price: \$8,552.

Alternate #3:

Provide Duct Seal on all Supply ducts in Red and Blue Areas

Price: \$14,102.

Work will start after 5:00 pm.

This proposal is valid for 30 days from the above date, and subject to Terms and Conditions included.



Proposed by:

A handwritten signature in black ink, appearing to read "Brian C. Wagner", is written over a horizontal line.

Brian C. Wagner
President

Accepted by:

Signature/Title

Date

By accepting this proposal, the purchaser agrees to be bound by the following terms and conditions:

- 1.) **SCOPE OF WORK.** This proposal and agreement is based solely on the written scope of work included on the reverse side of this form and the attached Scope of Work form(s) ("Work"). Unless specifically noted, this Work is based on regular, straight-time labor rates. Any requirements for extra or overtime labor arising from delays caused by other trades or by the purchaser will be considered billable at the applicable standard rates.

Unless specifically noted in the statement of the Work or services undertaken by CCG Automation, Inc. under this agreement, CCG Automation's obligations under this agreement EXPRESSLY EXCLUDE any work or service of any nature associated or connected with the identification, abatement, cleanup, control, removal or disposal of environmental hazards or substances, including, but not limited to, asbestos-containing building materials, lead, or PCB's discovered in or on the premises. In addition, the owner will provide a high-speed internet connection and VPN access, if applicable, to the building automation systems installed by CCG that can be accessed off-site by the employees of CCG Automation. **THE TERMS AND CONDITIONS SET FORTH HEREIN AND ON THE FACE SIDE OF THIS FORM CONSTITUTE THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AND CONDITIONS OF THIS TRANSACTION. CCG AUTOMATION, INC. SPECIFICALLY OBJECTS TO THE INCLUSION OF ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS BY PURCHASER IN ACKNOWLEDGING AND ACCEPTING THIS PURCHASE ORDER.**

- 2.) **INVOICING AND PAYMENTS.** CCG Automation may invoice the Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all Work performed on-site and off-site. An initial billing amount of fifteen percent (15%) may be included in CCG Automation's initial billing for the purposes of engineering, drafting and other mobilization costs which may occur prior to the actual implementation of the installation Work. Purchaser agrees to pay CCG Automation the amount invoiced upon request, as the Work progresses. No waivers of lien rights will be provided prior to receipt of payment of CCG Automation's invoices. Any invoices not paid within thirty days of issuance will be considered delinquent and subject to interest charges at the rate of 1-1/2% per month.

- 3.) **MATERIALS.** If delivery of any materials or equipment included as part of this proposal is delayed through no fault of CCG Automation, then the time for performance of the work shall be extended to the extent thereof. If any materials or equipment included in this proposal shall become permanently unavailable, then CCG Automation shall be released from any contractual obligation to provide the specified materials which are permanently unavailable and the Purchaser agrees to reimburse CCG Automation, Inc. for any difference between the cost of the permanently unavailable materials or equipment and the cost of any reasonably available substitute.

- 4.) **WARRANTY.** CCG Automation warrants that all work shall be completed in a workmanlike manner according to standard practices and shall be free from any defect caused by improper workmanship for a period of one (1) year from the date of substantial completion. CCG Automation assigns all warranties to the customer for all material and equipment provided. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** CCG Automation does not warrant the applicability of any products specified by others to perform the task which they were specified by others to perform. All warranties are void if the final invoice is not paid based upon the terms as listed above. If the final invoice is paid outside the terms listed above the warranty period is from the date of payment through one year of substantial completion. Labor warranty for defective labor is included on all quoted projects. Modifying programs or making hardware changes to accomplish additional control is not a warranty item and will be billed as time and material. Labor warranty is not estimated in any Time and Material projects or material only sales.

- 5.) **LIABILITY LIMITATION.** **CCG AUTOMATION, INC. IS NOT LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN ANY MANNER FROM THE EQUIPMENT OR MATERIALS FURNISHED OR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT, WHETHER BASED ON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. NO ACTION OR SUIT TO ENFORCE RIGHTS OR REMEDIES ARISING FROM THIS TRANSACTION SHALL BE COMMENCED LATER THAN ONE YEAR FROM THE DATE OF COMPLETION.**

- 6.) **TAXES.** The price of this proposal does not include duties, sales, use or similar taxes unless required by federal, state or local law. Purchaser will pay, in addition to the stated price, all taxes not legally required to be paid by CCG Automation or, alternatively, will provide CCG Automation with legally executed tax-exemption certificates. CCG Automation shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the Work being performed under this agreement.

- 7.) **TAX CREDITS.** The customer agrees to authorize all tax credits, if any, to CCG as the designer of record. This includes but is not limited to the energy credit placed into effect through the Energy Policy Act of 2005 (EPACT) - § 179D(c)(1) and (d) of the Internal Revenue Code.

- 8.) **REBATES/INCENTIVES/GRANTS.** The customer agrees to allow CCG Automation, Inc., on the owner's behalf, the first opportunity to apply for any incentives, rebates, or grants that may be or become available as it relates to the scope of this contract. The owner will have the option whether to use the money received from the incentives, rebates, or grants to reduce the cost of the project or accept a check; if allowable by the incentives, rebates, or grants.

- 9.) **DELAYS.** CCG Automation, Inc. is not responsible for any delay in the performance of the Work represented by this agreement resulting from or attributed to acts or circumstances beyond CCG Automation's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors, or delays caused by suppliers or subcontractors of CCG Automation Inc.

- 10.) **COMPLIANCE WITH LAWS.** CCG Automation, Inc., shall comply with all applicable federal, state and local laws and regulations and will cause its subcontractors to obtain all necessary licenses and permits required for the prosecution of the Work.

- 11.) **ATTORNEY'S FEES.** - This article has been removed from this agreement.

- 12.) **INSURANCE.** CCG's standard insurance includes the following limits:
- 12.1 **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE** in accordance with laws of the State in which Work is situated.
 - 12.2 **COMPREHENSIVE GENERAL LIABILITY INSURANCE INCLUDING CONTRACTUAL LIABILITY INSURANCE AGAINST THE LIABILITY ASSUMED HEREINABOVE**, with Broad Form Property Damage Endorsement, deleting exclusions related to railroad property, products, completed, explosion, collapse and underground hazards and including CONTRACTORS' PROTECTIVE LIABILITY INSURANCE if CCG Automation sublets to another all or any portion of the Work, and including coverage of any stored material with the following minimum limits:
 - 12.2.1 Bodily Injury (including death) \$1,000,000 per occurrence
 - 12.2.2 Property Damage \$1,000,000 per occurrence /\$2,000,000 aggregate which includes coverage on a per project basis.
 - 12.3 **COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE** covering all owned, non-owned and hired automobiles used in connection with the Work, with the following minimum limits:
 - 12.3.1 Bodily Injury (including death) and Property Damage 1,000,000 per accident.

Insurance coverage in excess of CCG Automation's standard limits will be furnished when requested and required. The owner will be responsible for all additional premiums in excess of CCG Automation standard insurance. No credit will be given or premium paid by CCG Automation for insurance provided by others.

- 13.) **INDEMNITY.** - This article has been removed from this agreement.

- 14.) **OCCUPATIONAL SAFETY AND HEALTH.** The parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or an alleged violation of, the Occupational Safety and Health Act relating in any way to the Work being performed as part of this agreement, both directly and indirectly.

- 15.) **DISPUTE RESOLUTION.** - This article has been removed from this agreement.

- 16.) **GOVERNING LAW AND CONSTRUCTION.** The captions of this Agreement do not form a part hereof and are solely for the convenience of the parties. This Agreement will be construed and legal relations between the parties arising out of this Agreement or performance or nonperformance of the construction of the Work will be determined in accordance with the laws of the State of Ohio, and the parties hereby submit themselves to the exclusive jurisdiction of the State and Federal Courts of Medina County, Ohio.

- 17.) **ENTIRE AGREEMENT.** **THIS PROPOSAL, UPON ACCEPTANCE, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ANY PRIOR REPRESENTATION OR UNDERSTANDINGS.**

- 18.) **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon CCG Automation Inc. unless accepted by CCG Automation in writing.

- 19.) **TERM.** This proposal is valid for 10 days.

PROPOSED LEGISLATION



DATE: 10/23/2023

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 90-2023** - An emergency resolution authorizing the City Manager to enter into an agreement with Cargill for the purchase of Clearlane enhanced road salt for the Service Department in an amount not to exceed \$79.99 per ton. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Magovac*)

BACKGROUND: When temperatures lower to 18 degrees Fahrenheit or lower, standard rock salt becomes less effective. During these times, an enhanced salt is used with a much lower useful temperature. The enhanced salt that Brunswick uses is called Clearlane and it is a proprietary product that is offered through the Sourcewell purchasing program that Brunswick is a member of. The Sourcewell price is \$87.36 per ton. We are being offered this product for a reduced price of \$79.99 per ton.

PURPOSE AND EXPLANATION: This agreement would allow the City to purchase enhanced sodium chloride(road salt) through the Sourcewell purchasing program. This provides an economy of scale that typically provides lower prices than the City can receive on its own and helps the City keep salt costs as low as possible. The City of Brunswick has participated in this program in the past years with benefit.

IMPLEMENTATION SCHEDULE: We want the option to begin ordering this material starting on January 1, 2024. Orders will be dictated on the severity of the winter season.

FINANCIAL INFORMATION: Sourcewell - 01/01/2024 - - 117-0420-55300 - - \$79,990

FINANCIAL SUMMARY: 01/01/2024-12/31/2024 salt purchase will be contingent upon the City Council's adoption of the 2024 budget, sufficient appropriations in place in account #117-0420-55300 and a certified purchase order executed in accordance with ORC 5705.41.

RECOMMENDED ACTION:

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

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

It is requested that legislation is passed as an emergency measure for the rules for the immediate preservation of public peace, property, health, safety, or welfare, and so that the legislation will be enacted before January 1, 2024.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 90-2023

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

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH CARGILL FOR THE PURCHASE
OF CLEARLANE ENHANCED ROAD SALT FOR THE SERVICE
DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$79.99 PER TON.

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

WHEREAS: Ohio Revised Code Section 9.48(D) permits the City to purchase supplies or services from another party without competitive bidding and outside the purchasing programs authorized by Ohio Revised Code Section 9.48 if such supplies or services can be purchased under equivalent terms, conditions and specifications, but at a lower price than through such authorized purchasing programs; and

WHEREAS: The proposed purchase of Clearlane enhanced road salt for the Service Department from Cargill in an amount not to exceed \$79.99 per ton, is upon equivalent terms, conditions and specifications and at a lower price than through purchasing programs authorized by Ohio Revised Code Section 9.48.

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

SECTION 1: That the City Manager is hereby authorized to enter into an Agreement with Cargill for the purchase of Clearlane enhanced road salt for the Service Department in an amount not to exceed \$79.99 per ton.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary to acquire Clearlane enhanced road salt for use during the 2023-2024 winter season. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

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

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura



Salt, Road Safety
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

Tuesday, July 25, 2023

Billing Information		Shipping Information	*Contact Information	
Account Number		2500022987	Attn:	VALUED CUSTOMER
Name	Brunswick		Title	
Address 1	4383 Center Rd		Phone	330-55-6804
P O Box			Fax	
City State Zip	Brunswick, OH 44212		Mobile	
County			e-mail	
*PLEASE VERIFY THAT ALL CONTACT INFORMATION IS CORRECT. IF CHANGES ARE REQUIRED PLEASE NOTE THEM ON THE NEXT PAGE.				

Cargill, Incorporated Deicing Technology Business Unit ("Cargill") is pleased to submit the following quote for your DEICING SALT needs for the 2023/2024 season.

Price Basis Per Ton			
Product	SHIPPED PRICE	Estimated Tons	Terminal
100012763 - ClearLane® enhanced deicer	\$79.99	1000	CLEVELAND MIDLAND
THE PRODUCT QUOTED IN THIS AGREEMENT IS INTENDED FOR BULK DEICING USE ONLY.			

PLEASE SIGN AND RETURN THIS QUOTE LETTER TO OUR ATTENTION WITHIN TEN (10) BUSINESS DAYS FROM DATE OF LETTER. WE CANNOT UPDATE YOUR ACCOUNT FOR THIS YEAR WITHOUT THE SIGNED QUOTE LETTER. THIS PRICE QUOTE LETTER DOES NOT CONSTITUTE AN ORDER. ORDERS MUST BE PLACED BY CALLING CUSTOMER SERVICE AT 800-600-SALT (7258). ORDERS BEING PLACED FOR PICKUP MAY NOT BE AVAILABLE FOR 24 HOURS FROM THE TIME THE ORDER IS PLACED.

TERMS AND CONDITIONS -

- Provided this Price Quote Letter is signed and returned within ten (10) business days from the Date, Cargill agrees to hold the quoted prices firm from July 25, 2023 through April 30, 2024. Notwithstanding the foregoing, the prices contained in this Price Quote Letter are contingent on Customers adherence to these Terms and Conditions and the attached Terms and Conditions of Sale, including, but not limited to, Customer's compliance with the Customer account's payment and credit terms stated below.
- If purchase is not made by December 31, 2023, Cargill reserves the right to revoke the pricing provided in this Price Quote Letter.
- The Estimated Tons figure is an estimate of the total quantity of each Product(s) to be purchased by Customer under this Price Quote Letter. Customer is not obligated to purchase a minimum percentage of the Estimated Tons. Cargill is not obligated to sell Customer any quantity of the Estimated Tons.
- Cargill's obligation to sell Product(s) is SUBJECT TO PRODUCT AVAILABILITY. Cargill has the right to (i.) decline, or suspend shipments of, any Customer order placed under this Price Quote letter or (ii) terminate this Price Quote Letter if, at any time, Cargill encounters Product shortages due to commitments to other customers. In addition, Cargill reserves the right to decline, or suspend shipments of, any Customer order placed under this Price Quote Letter for any reason(s) relating to: Conditions at any Cargill terminal/production facility, weather conditions, or any other reason that may affect Cargill's ability to accept orders.
- Estimated delivery time three to seven business days after release of an order. This quote assumes that Product will be delivered from or picked up at the terminal set forth above. Sourcing of products from another Cargill facility is subject to availability and additional fees that may be applied to your account. Cargill's sale of Product is expressly conditional upon these Terms and Conditions and Customer's acceptance of the attached Terms and Conditions of Sale. Any terms which may exist on the Customer's standard purchase order (or similar forms) and which alter or are inconsistent with the terms and conditions will be of no legal force or effect and will not govern the transaction contemplated by this Price Quote Letter.
- By accepting, Customer agrees that this Price Quote Letter (including the Terms and Conditions and the attached Terms and Conditions of Sale) constitutes the entire understanding between Cargill and Customer and supersedes all other prior agreements or quotations, whether written or oral, between Cargill and Customer with respect to the Product(s). Any individual signing this Price Quote on behalf of Customer represents and warrants that they have full authority to do so, and that the transaction described herein is consistent with any applicable procurement regulations.

Payment Terms	NET 30	Credit Limit	\$125,000
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Payment terms & credit limits are subject to change.

Thank you for the opportunity to be of service. We are looking forward to supplying your salt needs.

Cargill, Incorporated Salt, Road Safety Kaitlyn Jackson District Manager Kaitlyn_jackson@cargill.com 800-600-7258 - p	Accepted
	Signature:
	Name:
	Title:
	e-mail:

Pg 1 of 2



Deicing Technology Business
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

Please notify us of any required changes to your account information. Any incorrect information will delay your account setup.

Billing Information			Shipping Information	
Name:				
DBA (if applicable)				
Address 1				
Address 2				
City State Zip				
County				
Attn:				
Phone		Fax		e-mail:

TERMS AND CONDITIONS OF GOVERNMENT ROAD SALT SALES

1. **TERMS TO GOVERN.** The terms and conditions set forth herein shall constitute the sole terms and conditions of sale for this quotation (the "Quote") and any orders placed thereunder. No other terms or conditions, whether contained in Buyer's purchase order or elsewhere, shall be binding on Seller unless agreed to in writing by Seller.

2. **TITLE/RISK OF LOSS.** Title and risk of loss shall pass to Buyer at the time the goods are delivered to or picked up by Buyer.

3. **PAYMENT AND CREDIT TERMS.** Failure of the Buyer to pay on the due date for products shipped shall give Seller the right, but not the obligation, to suspend further shipment, without notice to the Buyer, until all previous shipments are paid, or to terminate this agreement and seek all available remedies from Buyer. Interest at the maximum rate permitted by law will accrue on all invoices unpaid as of the net due date. All payments by Buyer shall be final 180 days after shipment of the goods and Buyer shall have no right to audit payments or deduct future payments after such date. Notwithstanding anything else herein contained, Seller reserves the right to modify payment terms or to allow no credit whatsoever to Buyer if Seller determines that it cannot grant Buyer the credit terms which are specified herein or Buyer's credit changes. Buyer understands that this reservation is necessary to allow Seller's credit department to have adequate time to review Buyer's credit status.

4. **WARRANTY AND LIMITATION OF LIABILITY.** Seller warrants that it has the right to convey good title to the goods and that the goods will be delivered free of all liens and encumbrances. EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH ABOVE, SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR TO BUYER, OR TO ANY THIRD PARTY, FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF WHATSOEVER NATURE (INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS, DAMAGE TO GOODWILL OR REPUTATION AND/OR DEGRADATION IN VALUE OF BRANDS, TRADEMARKS, TRADENAMES, SERVICE NAMES OR SERVICE MARKS) WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, FAILURE TO WARN, OR STRICT LIABILITY) OR OTHERWISE.

5. **EXCLUSIVE REMEDY.** If upon delivery to Buyer the goods appear not to meet the above warranty, Buyer shall immediately notify Seller who shall have a right to inspect them. Buyer shall not return, repair or dispose of any goods that fail to meet the above warranty without Seller's written consent. In the event Seller breaches the above warranty, Buyer's sole and exclusive remedy and Seller's sole and exclusive liability shall be limited to, at Seller's option, replacement of non-conforming goods with conforming goods or return of the purchase price.

6. **FORCE MAJEURE.** Seller shall be excused for failure to deliver or delay occasioned by conditions beyond Seller's reasonable control, including, but not limited to, Acts of God, fire, flood, windstorm, acts of governmental authorities, strikes, shortage of raw materials, breakdown, shortage or non-availability of transportation facilities or equipment or any similar event not within Seller's control. In the event Seller is unable to supply the total requirements of its customers, Seller may allocate its available supply among its customers in a manner deemed by Seller to be fair and equitable. If Seller declares force majeure hereunder, Seller may cancel any unperformed portion hereof upon ten (10) days written notice to Buyer.

7. **INCREASES.** Any advance in applicable freight rates or taxes taking effect before the fulfillment of orders placed under this Quote shall be for Buyer's account. All demurrage or detention charges shall be for Buyer's account. Seller reserves the right to add energy and/or transportation related surcharges for Buyer's account. In addition, if Seller is unable, for any reason, to supply the goods from its plant closest to Buyer's facility, then Seller may, but is not required to, supply the goods from another plant, to the extent it is available, subject to Buyer's payment of all increased freight costs.

8. **DELIVERY.** Buyer shall furnish complete shipping instructions in sufficient time to enable Seller to perform its obligations hereunder. Seller shall not be obligated to make shipment in absence thereof. If more than one delivery is called for, each delivery is to be considered a separate contract for purposes of furnishing complete shipping instructions by Buyer. Unless otherwise provided for herein, if the Quote provides for deliveries over a period exceeding one month, Seller shall not be obligated to deliver in any thirty day period more than approximately equal monthly quantities, in relation to the total amount. The destination routing of shipments will be at Seller's option.

9. **TERMINATION.** If either party breaches any of its obligations under this Quote or any order thereunder, the non-breaching party may give ten (10) day notice of termination, and if the breach has not been cured during the said 30-day period, this Quote shall terminate. In the event Buyer files a voluntary petition in bankruptcy, makes an assignment for the benefit of creditors, is adjudicated as bankrupt, and/or becomes insolvent, Seller may terminate this Agreement effective immediately. Termination, pursuant to this Section, while being in itself a remedy for breach, shall not preclude any other legal or equitable remedy which is available to the terminating party.

10. **TAXES.** Buyer shall be liable for any taxes or other exactions levied by Federal, State or local authorities upon the sale, delivery, storage, consumption or transportation of the goods or services, and if any such items are paid or required to be paid by Seller, the amount shall be added to and become part of the price payable to Seller for such goods or services.

11. **ASSIGNMENT.** The rights and obligations under this Quote are not assignable by Buyer unless in writing and signed by Seller.

12. **FORWARD CONTRACT.** The Parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that each Party is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

13. **CONTRACT AMBIGUITIES.** The Parties acknowledge that they have had the opportunity to consult with legal counsel of their own choosing. As a result, the rule of construction that provides that ambiguities in a contract shall be construed against the drafter shall not apply to these terms and conditions and the Parties waive any such defense to the terms of these terms and conditions.

PROPOSED LEGISLATION



DATE: 10/23/2023

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 91-2023** - An emergency resolution authorizing the City Manager to enter into an agreement with Konstruction King, Inc. for the provision of emergency concrete road repairs in an amount not to exceed \$47,400.00. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Magovac*)

BACKGROUND: On Sunday, January 15, 2023, a water line break occurred at 46 West 130th. The water line break caused the concrete roadway to rise four plus(4+) inches in the southbound lane. The pavement needs to be removed and replaced. The replacement of pavement is being scheduled after a Columbia Gas project installs a new gas line in the area of the water line break. This gas line placement is an active project and will necessitate the removal of pavement in this location.

PURPOSE AND EXPLANATION: Quotes were obtained by three(3) local companies. Konstruction King was the lowest and best at \$47,400.00. Concrete will be removed and replaced along with a catch basin.

IMPLEMENTATION SCHEDULE: Work is expected to occur in late November after the new gas line is installed.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: \$47,400.00 333-0474-56870

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?

It is requested that legislation is passed by emergency measure with suspension of the rules for the immediate preservation of the public peace, property, health, safety, or welfare and providing for the usual daily operation of a municipality, and for the further reason, that this project may commence and be substantially completed in 2023.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 91-2023

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

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH KONSTRUCTION KING, INC. FOR THE PROVISION OF EMERGENCY CONCRETE ROAD REPAIRS IN AN AMOUNT NOT TO EXCEED \$47,400.00.

WHEREAS: Three (3) quotes were obtained to provide emergency concrete road repairs, with Konstruction King, Inc. determined to be the lowest and best bidder.

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

SECTION 1: That the City Manager, with the approval of the Law Director, is hereby authorized and directed to enter into an Agreement with Konstruction King, Inc. to provide emergency concrete road repairs in an amount not to exceed \$47,400.00.

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

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura



QUOTE

1270 W130th St. Suite #300
Brunswick, OH 44212
Phone: (330) 273-5747

DATE: 10/02/2023

PROJECT: CITY OF BRUNSWICK
W130TH ST.

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL
1	CONCRETE REPAIR ON W 130TH ST.	300.00	SY	\$ 158.00	\$ 47,400.00
TOTAL					\$ 47,400.00



Proposal Clarification for #40 W.130th St.

Mr. Paul J. Magovac

On October 2nd, 2023 Konstruction King, Inc. sent a quote for the proposed work at #40 W.130 St Brunswick, Ohio. To clarify the sent proposal it was and is Konstruction King's intent to perform any and all work necessary to complete the job for one lump sum price of \$47,400.00.

The following items below are included in this cost:

- Remove and Replace approximately 150 feet by 18 feet of 9 inch concrete pavement according to provided specifications.
- Any work required to Adjust/Rebuild/Replace existing Catch Basin.
 - Including Additional pipe as directed.
 - Including the use of LSM as directed.
- Coordinating with the on going gas line project to set up detour signage and scheduling of work.

Best regards,

Nic Furio
Vice President
Konstruction King, Inc.

Quotes for West 130th Street Road Repair Due to Water Line Break
40 West 130th Street (Near Boston Road)

Contractor	Concrete Removal and Replacement and Traffic control	Alternate Items					Total Cost of Concrete, Traffic, New Basin and Pipe
		New Catch Basin	Low Strength Mortar/ Cu. Yd.	Low Strength Mortar Cost at 4 Cu. Yd.	Pipe Cost per foot	Cost for 5' of Pipe	
880 Construction 965 Marks Rd. Valley City, Oh 44280	\$49,900.00	\$4,400.00	\$210.00	\$840.00	\$130.00	\$650.00	\$54,950.00
Konstruktion King 1270 W, 130th Street, Suite #300 Brunswick, Ohio 44212	\$47,400.00	included	Included	Included	Included	Included	\$47,400.00
Set In Stone 2350 Pearl Road, Brunswick, Ohio 44212	\$47,200.00	\$4,100.00	\$200.00	\$800.00	\$125.00	\$625.00	\$51,925.00

The water main break that occurred raised the pavement that is being replaced and there is an existing catch basin that was undermined when the repair was done. The Alternate items are for use as field conditions dictate once the excavation is started. With Konstruktion King's quote being all inclusive, we will perform the most conservative repair and the existing catch basin will be replaced and will not be supported by Low Stength Mortar backfill.

By P. Magovac 10/12/2023

PROPOSED LEGISLATION



DATE: 10/23/2023

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Carl DeForest

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 92-2023** - An emergency resolution authorizing the City Manager to enter into all necessary agreements with RFC Contracting, LLC for the provision of Construction Management At Risk services for the new Fire Station Headquarters Project in an amount not to exceed \$800,000.00. - **1st Reading** (To be brought from Safety & Environment Committee, *Administration/Carl DeForest*)

BACKGROUND: The City is continuing the planning and design process to build the new fire station at 1094 Hadcock Road. The next step is selecting a Construction Manager At Risk (CMAR). A Request for Qualifications (RFQ) notification was advertised and submittals were reviewed. The review committee provided a short-list of three (3) consultants who were then asked to provide Request For Proposals (RFPs). The review committee then, with guidance from the design engineer, reviewed each and, based on calculated scoring, selected RFC Contracting as a recommendation to Brunswick City Council for Construction Manager At Risk services.

PURPOSE AND EXPLANATION: The Construction Manager At Risk will work with City Administration and the design engineer in the next phases of construction, including schematic design, design development and construction.

IMPLEMENTATION SCHEDULE: At the earliest time allowed by law.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Pursuant to the Pricing Proposal Evaluation, it is estimated that the total calculated costs are \$791,410. The total includes estimated costs for the preconstruction stage fee, preconstruction stage personnel costs, reconstruction stage reimbursable expenses, construction stage personnel costs, general condition costs and CM's fee (at risk services).

It's also being suggested that the total "not to exceed amount" be rounded up to a total of \$800,000 to allow for up to \$8,590 in any additional small miscellaneous items/charges that could arise with the above costs. Please note: This estimate does not include the actual costs of labor and materials. All of these items will be memorialized later in this process when the guaranteed maximum price amendments with RFC is executed for the actual construction. If additional charges were to exceed \$800,000, the City Administration would be required to come back to City Council for approval.

Estimated costs of up to \$800,000 for this legislation will be charged against the Fire Fund #115 - Capital Sub Fund #964 - Account#964-0437-56883. The funding for this contract will come from emergency medical billing revenues set aside for Fire Station Improvements as approved by City Council via Resolution #113-2021.

**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 process and maintain the set timeline for the design and construction of the new fire station at 1094 Hadcock Road.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 92-2023

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

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO ALL NECESSARY AGREEMENTS WITH RFC CONTRACTING, LLC FOR THE PROVISION OF CONSTRUCTION MANAGER AT RISK SERVICES FOR THE NEW FIRE STATION HEADQUARTERS PROJECT IN AN AMOUNT NOT TO EXCEED \$800,000.00.

WHEREAS: A Request for Qualifications was advertised for the provision of Construction Manager At Risk services for the new Fire Station Headquarters Project (the "Project").

WHEREAS: Upon review of submissions received pursuant to the Request for Qualifications, the Review Committee provided a list of three (3) consultants who were then asked to provide Request for Proposals.

WHEREAS: Upon receipt of the Request for Proposals, the Review Committee reviewed and scored each submission and has recommended that this Council award the contract for Construction Manager At Risk services for the Project to RFC Contracting, LLC.

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 all necessary agreements with RFC Contracting, LLC for the provision of Construction Manager At Risk services for the Project in an amount not to exceed \$800,000.00.

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

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura