



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

NOVEMBER 13, 2023

1. Prayer and Pledge of Allegiance
2. Roll Call of Members
3. Correspondence
4. Approval of Regular Council Meeting Minutes dated October 23, 2023.
5. Mayor's Report:
 - (a) Proclamation in recognition of Diwali
 - (b) Mayor's Court Financial Report for the month ending October 2023 will be posted on the website and added to the minutes for the record.
 - (c) Mayor's recommendation to reappoint Denise Arnaud to the Ethics Board
 - (d) 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 23, 2023

Finance Committee.....Mr. Hanek

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

Safety & Environment Committee Minutes dated October 23, 2023

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

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

Building & Building Code Committee.....Mr. Abella
8. Other Committees, Boards and Commissions

- (a) Committee-of-the-Whole Minutes dated October 23, 2023
9. Petitions from the Public on Legislation

10. Reading of Legislation and Action on Legislation:

a. 3rd Reading(s)

b. 2nd Reading(s)

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. - **2nd Reading** (Services, Utilities, Technology & Cable Committee, *Administration/Paul Magovac*)

c. 1st Reading(s)

RES. NO. 93-2023 - A resolution authorizing the City Manager to enter into a three (3) year agreement with Any Domestic Work, Inc. to provide custodial services at City Hall and the Division of Police in a monthly amount not to exceed \$4,190.00. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Carl DeForest*)

RES. NO. 94-2023 - A resolution authorizing the City Manager to enter into a three (3) year agreement with Any Domestic Work, Inc. to provide custodial services at the Brunswick Community Recreation and Fitness Center in a monthly amount not to exceed \$6,195.00. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Carl DeForest*)

RES. NO. 95-2023 - An emergency resolution providing consent to the Ohio Department of Transportation for the performance of reactive maintenance pavement repairs on bridge approaches on Interstate 71. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

RES. NO. 96-2023 - An emergency resolution providing consent to the Ohio Department of Transportation for the performance of lighting repairs on Interstate 71. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

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

- (a) A liquor permit request from Par Mar Oil Co, at 2155 Pearl Road, Brunswick, Ohio 44212

15. Adjournment

SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

October 23, 2023

IN ATTENDANCE: Chairman Tim Smith, Committee Member Keith Kuczma, Committee Member Michael Abella Jr., Nicholas Hanek, Kristy Piper, City Manager/Safety Director Carl DeForest, Law Director Ken Fisher, Community & Economic Development Director Grant Aungst, Parks & Recreation Director Taylor Petkovsek, Service Director Paul Barnett, Interim Service Director Paul Magovac, Clerk of Council Laura Timura, News Media.

The meeting convened at 6:00 p.m.

DISCUSSION ITEMS:

- a) **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*)

Mr. Aungst noted that the City receives funds from NOPEC to upgrade the HVAC units at City Hall. This agreement is a continuation of what the City did a few years ago with new HVAC units. No tax dollars are being used for this.

Mr. Smith added that this amount is an excellent value for HVAC units.

Mr. Abella moved Resolution Number 89-2023 to tonight's Council Agenda of October 23, 2023, as an emergency with suspension of the rules. Vote – 3 Ayes, 0 Nays.

- b) **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*)

Mr. Magovac explained that this resolution pertained to buying enhanced road salt for the City.

Mr. Smith asked how this price compared with the price the City paid in previous years.

Mr. Magovac replied that the price was the same. The state bid came back at slightly over \$87 but was negotiated to \$79.99.

Mrs. Piper questioned if this salt was green.

Mr. Barnett replied that it was.

Mr. Magovac continued that this salt works at lower temperatures.

Mr. Kuczma inquired if there was leftover salt from last year.

Mr. Magovac replied that the City does.

Mr. Kuczma followed up, asking if a thousand tons is the City's normal order.

Mr. Magovac answered that it was.

Mr. Barnett added that the City typically uses plain white salt, which is ordered through ODOT. This resolution concerns enhanced salt, which is used when the temperature drops to twenty degrees or below, as regular white salt becomes ineffective at eighteen degrees.

Mr. Fisher noted that, with three readings, the enhanced salt would not be delivered until December. He questioned if that timing works for the Division of Service.

Mr. Magovac responded that the timing works because the agreement does not start until January 1, 2024.

Mr. Barnett offered that the City has enough salt to last through January 1st.

Mr. Kuczma moved Resolution Number 90-2023 to tonight's Council Agenda of October 23, 2023, as an emergency with 3 readings. Vote – 3 Ayes, 0 Nays.

- c) **RES. NO. 91-2023** - An emergency resolution authorizing the City Manager to enter into an agreement with Konstruktion 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*)

Mr. Magovac disclosed that this agreement is to fix the concrete in front of Bennetts Corners Cemetery, which is where a water break occurred in January of this year. There has been much communication between the City and Cleveland Division of Water. The City tried getting the Cleveland Division Water to repair the damages. Unfortunately, they would not aid in the repairs because it is not included in the contract with the City.

Mr. Abella moved Resolution Number 91-2023 to tonight's Council Agenda of October 23, 2023, as an emergency with suspension of the rules. Vote – 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

Being no further business, Mr. Kuczma moved to adjourn at 6:08 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,



Tim Smith
Chairman

SAFETY & ENVIRONMENT COMMITTEE

October 23, 2023

IN ATTENDANCE: Chairman Keith Kuczma, Committee Member Kristy Piper, Committee Member Joseph Delsanter, Nicholas Hanek, Brandon Lambert, Michael Abella Jr., Tim Smith, City Manager/Safety Director Carl DeForest, Law Director Ken Fisher, Community & Economic Development Director Grant Aungst, Parks & Recreation Director Taylor Petkovsek, Service Director Paul Barnett, Interim Service Director Paul Magovac, Clerk of Council Laura Timura, News Media.

The meeting convened at 6:09 p.m.

Mr. Lambert arrived at 6:13 p.m.

DISCUSSION ITEMS:

- a) **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*)

Mr. DeForest revealed that the Administration put out eight Requests for Qualifications (RFQs) for Construction Management At Risk (CMAR) services. The Administration then shortlisted the firms to three potential candidates and requested Requests for Proposals (RFPs) from all three firms. Then, the Administration reviewed each RFP using a precise diagnostic tool and assigned a score to each presentation. Most of the criteria revolved around having past experience in overseeing builds related to a fire station. Additionally, cost was one of the most significant factors, and RFC Contracting was the least expensive.

Mr. DeForest divulged that RFC Contracting also serves as the CMAR for the Wadsworth Fire Station Project, which is almost finished. He noted that he has spoken with the Safety Director of Wadsworth, who has spoken highly of RFC Contracting.

Mr. DeForest continued that this legislation is an emergency with suspension of the rules due to the time constraint in purchasing HVAC units, generators, and electrical panels, which are currently taking about 48-60 weeks to be delivered. He advised that the next step is determining the materials needed to build the station and ordering them.

Mr. DeForest stated that RFC Contracting would become the general contractor, and they would hire sub-contractors to complete various parts of the project. He announced that the Administration would be meeting with RFC Contracting on Friday to ensure that there are open lines of communication. Then, the Administration and RFC Contracting will start working with

the architect on the design. He disclosed that the hope is to break ground in May or June of 2023 and have the ribbon-cutting in June 2025.

Mr. DeForest concluded that selecting the CMAR was the next step in the process. Now, the Administration must determine a Guaranteed Maximum Price (GMP). The architect will then work with the CMAR, and they cannot go over the GMP unless Council authorizes it.

Mr. Kuczma asked what the estimated cost for the CMAR would be, as the legislation reads that the amount is not to exceed \$800,000.

Mr. DeForest replied that the estimated cost is approximately \$791,000, but the legislation accounts for miscellaneous expenses that may be incurred during the process.

Mr. DeForest revealed that this is the first time the City is utilizing the CMAR services but noted that the Administration is closely checking each step of the process.

Mr. Delsanter inquired about what other fire station construction projects RFC Contracting has completed.

Mr. DeForest answered that they have done a project in the Mentor area and many others. He disclosed that RFC Contracting is based in the City of Strongsville.

Mr. Delsanter moved Resolution Number 92-2023 to tonight's Council Agenda of October 23, 2023, as an emergency with suspension of the rules. Vote – 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

Being no further business, Mrs. Piper moved to adjourn at 6:15 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,



Keith Kuczma
Chairman



COMMITTEE OF THE WHOLE

October 23, 2023

IN ATTENDANCE: Nicholas Hanek, Joseph Delsanter, Keith Kuczma, Michael Abella Jr., Tim Smith, Kristy Piper, Brandon Lambert, City Manager/Safety Director Carl DeForest, Law Director Kenneth Fisher, Community & Economic Development Director Grant Aungst, Parks & Recreation Director Taylor Petkovsek, Service Director Paul Barnett, Interim Service Director Paul Magovac, Clerk of Council Laura Timura, News Media.

The meeting convened at 6:15 p.m.

DISCUSSION ITEMS:

a) City flag

Mr. Hanek stated that to update the flag, new legislation would have to be passed to include the clock tower.

Mr. Delsanter disclosed that he does not think this is a frivolous matter. He reminded that the flag was created to represent the City and define the City's character.

Mr. Smith revealed that he is in favor of updating the flag.

Mr. Lambert asked if the current logo is a good representation of the City of Brunswick.

Mr. Delsanter responded that it is. He added that Council does not need to overthink the flag's logo as he believes it is neighborly and inviting. He advised that redesigning the flag would become a very involved project.

Mr. Lambert suggested that someone in the Brunswick community could design a new logo.

Mr. Hanek referred the flag and logo discussion to the Parks, Recreation, & Community Committee.

MOTION ITEMS:

- a) Motion authorizing a change order to Set in Stone Contracting, LLC in an amount not exceed \$181,000.00 for the 2023 Asphalt Road Program.**

Mr. Hanek recognized Mr. Barnett's testimony in Columbus and thanked him for his efforts.

Mr. Barnett noted that this change order would complete the 2023 Asphalt Road Program. He disclosed that there were some issues with ponding problems and installing ADA ramps throughout the program.

Mr. Lambert moved to authorize a change order to Set in Stone Contracting, LLC in an amount not exceed \$181,000.00 for the 2023 Asphalt Road Program. Vote – 7 Ayes, 0 Nays.

- b) Motion authorizing a final change order to Set in Stone Contracting, LLC in the amount of \$23,477.85 for the 2023 Catch Basin Repair Program.

Mr. Barnett revealed that the program came in under budget, so the City was able to do a few more catch basin replacements. Some of the basins the City worked on were much more extensive projects than expected. He concluded that this change order will complete the 2023 Catch Basin Repair Program.

Mr. Delsanter asked if the water valve boxes that are rising up on driveway aprons fall under the Division of Storm Water.

Mr. Barnett responded that the boxes fall under the Cleveland Division of Water.

Mr. Kuczma expressed that there was concern with people opening up the boxes and turning off the water valve.

Mr. Barnett explained that there are two pipes in the box: the bottom pipe rests over the valve, and the top pipe can be adjusted based on where the concrete surface will be. He noted that some individuals hammer down the box when it rises up in the driveway.

Mr. Lambert moved to authorize a final change order to Set in Stone Contracting, LLC in the amount of \$23,477.85 for the 2023 Catch Basin Repair Program. Vote – 7 Ayes, 0 Nays.

- c) Motion authorizing the City Council to approve proposed Third Amendment to License Agreement between the City and Historical Society.

Mrs. Petkovsek revealed that the Brunswick Area Historical Society officially changed its name from the Historical Society of the Brunswick Area. She stated that the Historical Society currently has 2.147 acres of land but is requesting an additional acre. Part of the additional acre would allow the Historical Society to preserve the gazebo from Towslee Elementary School.

Mr. Hanek inquired if there was anything that the Historical Society would like to do with the additional acre.

Mrs. Petkovsek answered that the Historical Society has been discussing planting fruit trees and elderberry plants. She added that they would like to have a revenue source in the future to help with their projects and property upkeep. She continued that the additional acre would not affect any of the current uses of the property.

Mr. Delsanter questioned if the grounds could be promoted as an events center.

Mrs. Petkovsek replied that since the area is considered a City park, events that would include drinking could not be promoted. However, she divulged that there have been dry weddings on the site. She noted that the barn is not very clean and has lots of clutter, so it would have to be cleaned up before being promoted as a venue site.

Mr. Smith moved to authorize the City Council to approve proposed Third Amendment to License Agreement between the City and Historical Society. Vote – 7 Ayes, 0 Nays.

GENERAL DISCUSSION:

There was none.

EXECUTIVE SESSION:

Mr. Lambert moved to go into Executive Session to discuss the subject of pending or imminent court action and to discuss the appointment, employment, dismissal, discipline, demotion, or compensation of a public employee, seconded by Mr. Delsanter. Roll Call – Ayes – 7, Mr. Hanek, Mr. Lambert, Mr. Smith, Mr. Abella, Mr. Delsanter, Mr. Kuczma, Mrs. Piper. Nays – 0

Mr. Delsanter moved to adjourn from Executive Session. Vote – 7 Ayes, 0 Nays.

The Committee-of-the-Whole reconvened.

Mr. Hanek announced that an Ad Hoc Committee for Youth Sports would be created with Mr. Abella as the chairman. Other members would include Mr. Lambert and Mr. Kuczma.

Mr. Abella moved to create an Ad Hoc Committee for Youth Sports. Vote – 7 Ayes, 0 Nays.

ADJOURNMENT:

Being no further business, Mr. Delsanter moved to adjourn the Committee of the Whole Meeting at 7:02 p.m. Vote – 7 Ayes, 0 Nays.

Submitted Respectfully,



Irene Jayapandian
Assistant Clerk of Council

PROPOSED LEGISLATION



DATE: 11/13/2023

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. - **2nd Reading** (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:



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: 11/13/2023

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. 93-2023** - A resolution authorizing the City Manager to enter into a three (3) year agreement with Any Domestic Work, Inc. to provide custodial services at City Hall and the Division of Police in a monthly amount not to exceed \$4,190.00. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Carl DeForest*)

BACKGROUND: Public bids were received and opened on October 10, 2023. Two bids were received. The lowest and best bidder was Any Domestic Work, Inc.

PURPOSE AND EXPLANATION: Custodial services are required at City Hall five (5) days a week and the Division of Police seven (7) days a week.

IMPLEMENTATION SCHEDULE: As soon as allowed by law and/or by March 1, 2024.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The monthly amount for City Hall and the Division of Police in total is \$4,190.00. The costs will be broken down between the General Fund and the Police Fund, based on a calculation relating to the square footage and the number of days cleaned in the year. The costs for this contract must be appropriated (budgeted) by Council pursuant to State law. The costs for this contract will be subject to sufficient Council appropriations and properly certified purchase orders pursuant to ORC 5705.41D. Preliminary cost breakdown is \$1,923.93/month to #001-0441-54260 & \$2,266.07/month to #114-0520-54260.

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes

Emergency	No
Suspension of Rules	No

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

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 93-2023

BY: Committee-of-the-Whole

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH ANY DOMESTIC WORK, INC. TO PROVIDE CUSTODIAL SERVICES AT CITY HALL AND THE DIVISION OF POLICE IN A MONTHLY AMOUNT NOT TO EXCEED \$4,190.00.

WHEREAS: The City of Brunswick received two (2) bids to provide custodial services at City Hall and the Division of Police, in accordance with public bidding requirements; and

WHEREAS: The two (2) received public bids were opened on October 10, 2023, with Any Domestic Work, 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 a three (3) year Agreement with Any Domestic Work, Inc., the lowest and best bidder, to provide custodial services at City Hall and the Division of Police in a monthly amount not to exceed \$4,190.00, subject to annual appropriations by City Council as required by law.

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

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____

AYES _____ NAYS _____

ATTEST: _____

Clerk of Council
Laura E. Timura

PROPOSED LEGISLATION



DATE: 11/13/2023

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. 94-2023** - A resolution authorizing the City Manager to enter into a three (3) year agreement with Any Domestic Work, Inc. to provide custodial services at the Brunswick Community Recreation and Fitness Center in a monthly amount not to exceed \$6,195.00. - **1st Reading** (To be brought from Committee-of-the-Whole, Administration/Carl DeForest)

BACKGROUND: Public bids were received and opened on October 10, 2023. Two bids were received. The lowest and best bidder was Any Domestic Work, Inc.

PURPOSE AND EXPLANATION: The Brunswick Recreation and Community Fitness Center needs custodial services seven (7) days a week.

IMPLEMENTATION SCHEDULE: As soon as allowed by law and/or by March 1, 2024.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Monthly rate is \$6,195.00. The costs for this contract must be appropriated (budgeted) by Council pursuant to State law. The costs for this contract will be subject to sufficient Council appropriations and properly certified purchase orders pursuant to ORC 5705.41D. The account#131-0830-54260.

RECOMMENDED ACTION:

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

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

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 94-2023

BY: Committee-of-the-Whole

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH ANY DOMESTIC WORK, INC. TO PROVIDE CUSTODIAL SERVICES AT THE BRUNSWICK COMMUNITY RECREATION AND FITNESS CENTER IN A MONTHLY AMOUNT NOT TO EXCEED \$6,195.00.

WHEREAS: The City of Brunswick received two (2) bids to provide custodial services at the Brunswick Community Recreation and Fitness Center, in accordance with public bidding requirements; and

WHEREAS: The two (2) received public bids were opened on October 10, 2023, with Any Domestic Work, 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 a three (3) year Agreement with Any Domestic Work, Inc., the lowest and best bidder, to provide custodial services at the Brunswick Community Recreation and Fitness Center in a monthly amount not to exceed \$6,195.00, subject to annual appropriations by City Council as required by law.

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

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____

AYES _____ NAYS _____

ATTEST: _____

Clerk of Council
Laura E. Timura

PROPOSED LEGISLATION



DATE: 11/13/2023

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Matt Jones

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 95-2023** - An emergency resolution providing consent to the Ohio Department of Transportation for the performance of reactive maintenance pavement repairs on bridge approaches on Interstate 71. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

BACKGROUND: The proposed project will perform pavement repairs on various bridge approaches along Interstate 71 between the I-76/SR 224 interchange and the Cuyahoga County Line.

PURPOSE AND EXPLANATION: This resolution will give the City's consent to ODOT to complete the project, since a portion of the project falls within the City of Brunswick.

IMPLEMENTATION SCHEDULE: The project is currently scheduled for construction in summer 2024.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: No funds are required from the City, except that the City agrees to assume and bear 100% of the total cost for added construction items requested by the City and not necessary for the improvement as determined by the State and the Federal Highway Administration.

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 the signed agreement can be forwarded to ODOT in a timely manner.

**ADDITIONAL
INFORMATION:**

CONSENT LEGISLATION

Ordinance/Resolution No. _____

PID No. 108031

Project Name D03 RM FY2024

The following _____ enacted by the City of Brunswick of Medina County, Ohio,
(Ordinance/Resolution)
hereinafter referred to as the City, in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the State has identified the need for the described project:

To perform reactive maintenance pavement repairs in the City of Brunswick in Medina County. This project includes Interstate Route 71 bridge approaches from SLM 7.942 (IR 71 / IR 76 Interchange) to SLM 26.687 (Cuyahoga county line). Pavement repairs will only be performed at bridge approaches along the IR 71 corridor in this area. IR 71 from SLM 23.217 to SLM 26.687 is within City limits.

This project is currently scheduled to be constructed in the summer of 2024.

NOW THEREFORE, be it ordained by the City of Brunswick of Medina County, Ohio.

SECTION II - Consent Statement

Being in the public interest, the City gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The City shall cooperate with the Director of Transportation in the above described project as follows:

- 1) *The City gives consent for the above improvement,*
- 2) *No funds are required from the City except that the City agrees to assume and bear one hundred percent (100%) of the total cost for added construction items requested by the City and not necessary for the improvement as determined by the State and the Federal Highway Administration.*

SECTION IV - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the City shall:

- 1) *Provide adequate maintenance for the described Project in accordance with all applicable state and federal law;*

2) *Provide ample financial provisions, as necessary, for the maintenance of the described project;*

3) *Maintain the right-of-way, keeping it free of obstructions; and hold said right-of-way inviolate for public highway purposes.*

PID No. 108031
Project Name D03 RM FY2024

SECTION V – Utilities and Right-of-Way Statement

If City owned utilities, within a corporation limit or in a private easement outside corporation limits, need to be relocated due to this ODOT project, the City will be reimbursed for any relocation work; ODOT will perform the coordination, relocation, and reimbursement which shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

If other public and private utilities need to be relocated due to this ODOT project they will not be reimbursed for relocation; with exceptions due to an easement, etc.

SECTION VI - Authority to Sign

The _____ of said City of Brunswick is hereby empowered on behalf
(Contractual Agent)

of the City of Brunswick to enter into contracts with the Director of Transportation
necessary to complete the above described project.

Passed: _____, 202____.
(Date)

Attested: _____
(Clerk) (Officer of City - title)

Attested: _____
(Title) (Mayor)

This _____ is hereby declared to be an emergency measure to expedite the highway
(Ordinance/Resolution)
project and to promote highway safety. Following appropriate legislative action, it shall take
effect and be in force immediately upon its passage and approval, otherwise it shall take effect
and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY
STATE OF OHIO
City of Brunswick of Medina County, Ohio

I, _____, as Clerk of the City of Brunswick of Medina County, Ohio,

Do hereby certify that the foregoing is a true and correct copy of _____ adopted by
(Ordinance/Resolution)
the legislative Authority of the said City of Brunswick on this ____ day of _____, 202__,

that the publication of such _____ has been made and certified of record according to
(Ordinance/Resolution)

law; that no proceedings looking to a referendum upon such _____ have been taken;
(Ordinance/Resolution)

and that such _____ and certificate of publication thereof are of record in
(Ordinance/Resolution)

_____, Page _____.
(Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal, if applicable, this ____ day of _____, 202__,

(SEAL)
(If Applicable)

Clerk Signature
City of Brunswick of Medina County, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.

For the City of Brunswick of Medina County, Ohio

Attest: _____, Date _____
Contractual Officer

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 95-2023

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

AN EMERGENCY RESOLUTION PROVIDING CONSENT TO THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE PERFORMANCE OF REACTIVE MAINTENANCE PAVEMENT REPAIRS ON BRIDGE APPROACHED ON INTERSTATE 71.

WHEREAS: The Ohio Department of Transportation (“ODOT”) has identified the need to perform reactive maintenance pavement repairs on bridge approaches on Interstate 71 between the Interstate 76/State Route 224 interchange and the Cuyahoga County line (the “Project”); and

WHEREAS: ODOT will complete the Project at no cost to the City, which Project is estimated to be constructed in the summer of 2024.

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

SECTION 1: That being in the public interest, the City hereby provides its consent to ODOT to complete the Project. The City agrees to pay 100% of the cost of added construction items requested by the City that are not necessary for the Project as determined by ODOT and the Federal Highway Administration.

SECTION 2: The City agrees that upon completion of the Project, and unless otherwise agreed, to provide adequate maintenance in accordance with applicable State and Federal regulations, to provide ample financial provisions, as necessary, for the maintenance of the Project, and to maintain the right-of-way free of obstructions and hold same inviolate for public highway purposes.

SECTION 3: That the City Manager is hereby authorized and directed, upon approval of the Law Director, to execute any document with the Director of Transportation necessary for the Project.

SECTION 4: 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 to ensure timely submission of this consent legislation to ODOT to allow 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

PROPOSED LEGISLATION



DATE: 11/13/2023

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Matt Jones

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 96-2023** - An emergency resolution providing consent to the Ohio Department of Transportation for the performance of lighting repairs on Interstate 71. - **1st Reading**
(To be brought from Services, Utilities, Technology & Cable Committee, Administration/Matt Jones)

BACKGROUND: The proposed project will perform lighting repairs along Interstate 71 north of State Route 303.

PURPOSE AND EXPLANATION: This resolution will give the City's consent to ODOT to complete the project, since the project falls within the City of Brunswick.

IMPLEMENTATION SCHEDULE: The project is currently scheduled for construction in summer 2024.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: No funds are required from the City, except that the City agrees to assume and bear 100% of the total cost for added construction items requested by the City and not necessary for the improvement as determined by the by the State and the Federal Highway Administration.

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, and welfare, and providing for the usual daily operation of a municipality, and for the further reason that the signed agreement can be forwarded to ODOT in a timely manner.

**ADDITIONAL
INFORMATION:**

CONSENT LEGISLATION

Ordinance/Resolution No. _____

PID No. 108009

Project Name D03 LG FY2024(A)

The following _____ enacted by the City of Brunswick of Medina County, Ohio,
(Ordinance/Resolution)
hereinafter referred to as the City, in the matter of the stated described project.

SECTION I - Project Description

WHEREAS, the State has identified the need for the described project:

To perform lighting repairs on Interstate Route 0071 at SLM 23.58 thru SLM 24.58 (Just north of SR 0303) within the City of Brunswick in Medina County.

This project is currently scheduled to be constructed in the summer of 2024.

NOW THEREFORE, be it ordained by the City of Brunswick of Medina County, Ohio.

SECTION II - Consent Statement

Being in the public interest, the City gives consent to the Director of Transportation to complete the above described project.

SECTION III - Cooperation Statement

The City shall cooperate with the Director of Transportation in the above described project as follows:

- 1) *The City gives consent for the above improvement,*
- 2) *No funds are required from the City except that the City agrees to assume and bear one hundred percent (100%) of the total cost for added construction items requested by the City and not necessary for the improvement as determined by the State and the Federal Highway Administration.*

SECTION IV - Maintenance

Upon completion of the described Project, and unless otherwise agreed, the City shall:

- 1) *Provide adequate maintenance for the described Project in accordance with all applicable state and federal law;*
- 2) *Provide ample financial provisions, as necessary, for the maintenance of the described project;*
- 3) *Maintain the right-of-way, keeping it free of obstructions; and hold said right-of-way inviolate for public highway purposes.*

SECTION V – Utilities and Right-of-Way Statement

If City owned utilities, within a corporation limit or in a private easement outside corporation limits, need to be relocated due to this ODOT project, the City will be reimbursed for any relocation work; ODOT will perform the coordination, relocation, and reimbursement which shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

If other public and private utilities need to be relocated due to this ODOT project they will not be reimbursed for relocation; with exceptions due to an easement, etc.

SECTION VI - Authority to Sign

The _____ of said City of Brunswick is hereby empowered on behalf
(Contractual Agent)
of the City of Brunswick to enter into contracts with the Director of Transportation
necessary to complete the above described project.

Passed: _____, 202____.
(Date)

Attested: _____
(Clerk) (Officer of City - title)

Attested: _____
(Title) (Mayor)

This _____ is hereby declared to be an emergency measure to expedite the highway
(Ordinance/Resolution)
project and to promote highway safety. Following appropriate legislative action, it shall take
effect and be in force immediately upon its passage and approval, otherwise it shall take effect
and be in force from and after the earliest period allowed by law.

CERTIFICATE OF COPY
STATE OF OHIO
City of Brunswick of Medina County, Ohio

I, _____, as Clerk of the City of Brunswick of Medina County, Ohio,
Do hereby certify that the foregoing is a true and correct copy of _____ adopted by
(Ordinance/Resolution)
the legislative Authority of the said City of Brunswick on this _____ day of _____, 202____,
that the publication of such _____ has been made and certified of record according to
(Ordinance/Resolution)
law; that no proceedings looking to a referendum upon such _____ have been taken;
(Ordinance/Resolution)
and that such _____ and certificate of publication thereof are of record in
(Ordinance/Resolution)
_____, Page _____.
(Ordinance/Resolution)

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal, if applicable, this _____ day of _____, 202____,

(SEAL)
(If Applicable)

Clerk Signature
City of Brunswick of Medina County, Ohio.

The foregoing is accepted as a basis for proceeding with the project herein described.

For the City of Brunswick of Medina County, Ohio

Attest: _____, Date _____
Contractual Officer

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 96-2023

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

AN EMERGENCY RESOLUTION PROVIDING CONSENT TO THE OHIO
DEPARTMENT OF TRANSPORTATION FOR THE PERFORMANCE OF
LIGHTING REPAIRS ON INTERSTATE 71.

WHEREAS: The Ohio Department of Transportation (“ODOT”) has identified the need to perform lighting repairs on Interstate 71 north of State Route 303 (the “Project”); and

WHEREAS: ODOT will complete the Project at no cost to the City, which Project is estimated to be constructed in the summer of 2024.

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

SECTION 1: That being in the public interest, the City hereby provides its consent to ODOT to complete the Project. The City agrees to pay 100% of the cost of added construction items requested by the City that are not necessary for the Project as determined by ODOT and the Federal Highway Administration.

SECTION 2: The City agrees that upon completion of the Project, and unless otherwise agreed, to provide adequate maintenance in accordance with applicable State and Federal regulations, to provide ample financial provisions, as necessary, for the maintenance of the Project, and to maintain the right-of-way free of obstructions and hold same inviolate for public highway purposes.

SECTION 3: That the City Manager is hereby authorized and directed, upon approval of the Law Director, to execute any document with the Director of Transportation necessary for the Project.

SECTION 4: 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 to ensure timely submission of this consent legislation to ODOT to allow 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

NOTICE TO LEGISLATIVE
AUTHORITY

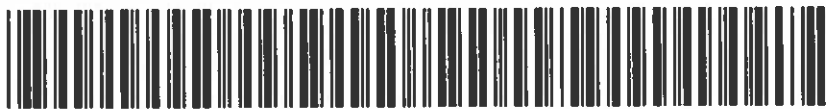
OHIO DIVISION OF LIQUOR CONTROL
6606 TUSSING ROAD, P.O. BOX 4005
REYNOLDSBURG, OHIO 43068-9005
(614)644-2360 FAX(614)644-3166

TO

66939063035		NEW	PAR MAR OIL CO 2155 PEARL RD BRUNSWICK OH 44212
PERMIT NUMBER		TYPE	
ISSUE DATE			
09 21 2023			
FILING DATE			
C1 C2		PERMIT CLASSES	
52	022	C	D98727
TAX DISTRICT		RECEIPT NO.	

FROM 10/31/2023

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



MAILED 10/31/2023

RESPONSES MUST BE POSTMARKED NO LATER THAN. 12/01/2023

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL

WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

C NEW 6693906-3035

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

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

WE DO NOT REQUEST A HEARING. ☐

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

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

(Signature)

(Title)- ☐ Clerk of County Commissioner

(Date)

☐ Clerk of City Council

☐ Township Fiscal Officer

CLERK OF BRUNSWICK CITY COUNCIL
4095 CENTER RD
BRUNSWICK OHIO 44212