BRUNSWICK CITY COUNCIL AGENDA

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

Administration Representatives

FEBRUARY 26, 2024

1. Prayer and Pledge of Allegiance

2. Roll Call of Members

3. Correspondence

4. Approval of Regular Council Meeting Minutes dated February 12, 2024.

5. Mayor's Report:
   (a) Proclamation in recognition of Old World Deli's 25th Anniversary
   (b) Motion to approve Mayor's recommendation to reappoint Clifford Nowak to the Juvenile Diversion Board
   (c) 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 February 12, 2024
   Finance Committee..Mr. Hanek
      Finance Committee Minutes dated February 12, 2024
   Safety & Environment Committee..Mr. Kuczma
   Planning & Zoning Committee...Mr. Delsanter
      Planning & Zoning Committee Minutes dated February 12, 2024
   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 February 12, 2024

9. Petitions from the Public on Legislation

10. Reading of Legislation and Action on Legislation:

a. 3rd Reading(s)

b. 2nd Reading(s)

ORD. NO. 9-2024 - An emergency ordinance extending a temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for establishments that intend to engage in retail sales and/or distribution of tobacco products, vapor products, alternative nicotine products and/or electronic smoking devices in all zoning districts of the City and the issuance of such approvals. - **2nd Reading** (Committee-of-the-Whole, *Administration/Grant Aungst*)

RES. NO. 10-2024 - A resolution authorizing the City Manager to enter into a five (5) year agreement (with renewal options of up to four (4) years) with Kimble Recycling & Disposal, Inc. for the collection and disposal of residential solid waste and recycling. **- 2nd Reading** (Committee-of-the-Whole, *Administration/Paul Magovac*)

ORD. NO. 20-2024 - An ordinance repealing and replacing Section 636.19 of the City of Brunswick Codified Ordinances. - **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst)*

c. 1st Reading(s)

RES. NO. 23-2024 - An emergency resolution authorizing the City Manager to enter into an agreement with Snider Recreation, Inc. for the purchase and installation of playground equipment at Pumpkin Ridge Park in an amount not to exceed $60,000.00. **- 1st Reading** (To be brought from Parks, Recreation & Community Committee, *Administration/Taylor Petkovsek*)

11. City Manager's Report

12. Open Forum

13. Unfinished Business

14. New Business

15. Adjournment

SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

February 12, 2024

IN ATTENDANCE: Chairman Tim Smith, Committee Member Kristy Piper, Committee Member Michael Abella Jr., Nicholas Hanek, Keith Kuczma, Joseph Delsanter, City Manager/Safety Director Carl DeForest, Law Director Dennis Nevar, Finance Director Todd Fischer, Service Director Paul Magovac, City Engineer Matt Jones, Clerk of Council Laura Timura, Kimble Northern Municipal Sales Manager Brett Fegan, News Media.

The meeting convened at 5:57 p.m.

DISCUSSION ITEMS:

a) **RES. NO. 15-2024 -** An emergency resolution authorizing the City Manager to enter into an agreement with Set in Stone Contracting, LLC for the Magnolia Drive Phase 2 Improvement Project in an amount not to exceed $619,000.00. **- 1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

Mr. Jones explained that Set in Stone Contracting, LLC was the low bidder on the project. The scope of this project is almost identical to what was done on the eastern half of Skyview Drive. This project will include extensive concrete repairs, curb repairs, sidewalk repairs, and an asphalt overlay. A large portion of this project will be covered with OPWC funds.

Mr. Smith asked what the length of the project was going to be.

Mr. Jones answered that the project would be roughly 3,200 feet.

Mr. Delsanter inquired if the condition underneath the road's surface would be adequately dealt with to give the repairs decent longevity and protection against weather. He questioned whether Set in Stone's bid was adequate and trustworthy for this project.

Mr. Jones replied that all bids are reviewed and that Set in Stone is trustworthy for this project.

Mrs. Piper moved Resolution Number 15-2024 to tonight's Council Agenda of February 12, 2024, as an emergency with suspension of the rules. Vote – 3 Ayes, 0 Nays.

a) RES. NO. 21-2024 - An emergency resolution accepting a water main easement from Industrial Parkway Partners LLC. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones)*

Mr. Jones noted that this resolution is to accept a water main easement on a property owned by Industrial Parkway Partners, LLC, which is the building ownership group of all construction services. The Cleveland Water Department is requiring that the water main be placed in an easement to make it a public main. Cleveland Water will assume maintenance responsibility for the main, so there is no cost to the City.

Mrs. Piper moved Resolution Number 21-2024 to tonight's Council Agenda of February 12, 2024, as an emergency with suspension of the rules. Vote – 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

Being no further business, Mr. Abella moved to adjourn at 6:03 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

Tim Smith
Chairman

FINANCE COMMITTEE

February 12, 2024

IN ATTENDANCE: Chairman Nicholas Hanek, Committee Member Michael Abella Jr., Keith Kuczma, Kristy Piper, Tim Smith, Joseph Delsanter, City Manager/Safety Director Carl DeForest, Law Director Dennis Nevar, Finance Director Todd Fischer, Service Director Paul Magovac, City Engineer Matt Jones, Clerk of Council Laura Timura, Kimble Northern Municipal Sales Manager Brett Fegan, News Media.

The meeting convened at 5:40 p.m.

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

DISCUSSION ITEMS:

a) **ORD. NO. 16-2024 -** An emergency ordinance amending ordinance #98-2023 to include amendments to the Appropriation Budget for the year ending December 31, 2024 as incorporated in Exhibit "A" attached hereto. **- 1st Reading** (To be brought from the Finance Committee, *Administration/Todd Fischer*)
b) **ORD. NO. 22-2024 -** An emergency ordinance to transfer and advance funds. **- 1st Reading** (To be brought from Finance Committee, *Administration/Todd Fischer*)

Mr. Fischer explained that these ordinances are to keep the budget as up-to-date as possible and move money where it needs to be based on the City's financial planning. The budget amendments are quite extensive, as they usually are in February, due to many changes from when the budget was initially adopted. The budget amendments total about a $7 million increase.

Mr. Fischer detailed some of the specific movements of money between certain City funds.

Mr. Fischer revealed that the City did better with interest revenues than it typically had.

Mr. Fischer spoke about several grant awards the City has received for road improvement projects.

Mr. Abella moved Ordinance Number 16-2024 and Ordinance Number 22-2024 to tonight's Council Agenda of February 12, 2024, as an emergency with suspension of the rules. Vote – 2 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Fischer noted that the January Financial Reports have been emailed to Council. He stated that any questions can be forwarded to him.

Mr. Fischer added that the Administration is almost done with the preliminary official statement for the $12 million in bonds, which will ultimately be used to borrow some money. He stated that the Administration is also putting together a presentation that will be given to Moody's to determine whether the City can increase its credit rating. If successful, the City will go from an Aa2 rating to an Aa1, which will save the City interest costs.

ADJOURNMENT:

Being no further business, Mr. Abella moved to adjourn at 5:47 p.m. Vote – 2 Ayes, 0 Nays.

Respectfully submitted,

Nicholas Hanek
Chairman

PLANNING & ZONING COMMITTEE

February 12, 2024

IN ATTENDANCE: Chairman Joseph Delsanter, Committee Member Keith Kuczma, Nicholas Hanek, Kristy Piper, Michael Abella Jr., Tim Smith, City Manager/Safety Director Carl DeForest, Law Director Dennis Nevar, Finance Director Todd Fischer, Service Director Paul Magovac, City Engineer Matt Jones, Clerk of Council Laura Timura, Kimble Northern Municipal Sales Manager Brett Fegan, News Media.

The meeting convened at 5:47 p.m.

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

DISCUSSION ITEMS:

a) ORD. NO. 11-2024 - An ordinance amending Section A(18) of the Design Guidelines for the Main Street District of the Brunswick Town Center Special Planning District No. 2 by imposing additional restrictions for vape and smoke shops. **- 1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

Mr. Nevar mentioned that this ordinance takes vape and smoke shops from a permitted use to a conditionally permitted use. The legislation expands proximity requirements from 1,000 feet to 3,500 feet from any church, educational facility, playground, or public park to be consistent with other City zoning districts.

Mr. Delsanter asked if this ordinance relates to any private business with child playgrounds.

Mr. Nevar replied that it does. Childcare facilities are included in the definition of educational facilities.

b) ORD. NO. 12-2024 - An ordinance amending Section A(3) of the Design Guidelines for the Southeast Neighborhood of the Brunswick Town Center Special Planning District No. 2 by imposing additional restrictions for vape and smoke shops. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

Mr. Nevar noted that this ordinance similarly expounds on proximity requirements for vape and smoke shops to be consistent with other zoning districts in the City.

c) ORD. NO. 13-2024 - An ordinance amending Section 1256.04(m) of the Codified Ordinances of the City of Brunswick by imposing additional restrictions for vape and smoke shops. **- 1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

Mr. Nevar revealed that this ordinance is very similar to Ordinance 11-2024 and Ordinance 12-2024 in that it amends the Code to include the proximity requirements of vape and smoke shops.

d) **ORD. NO. 14-2024 -** An ordinance amending Section A(9) of the Design Guidelines for the Northwest Neighborhood of the Brunswick Town Center Special Planning District No. 2 by imposing additional restrictions for vape and smoke shops. **- 1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

Mr. Nevar stated that this ordinance changes vape and smoke shops from a permitted use to a conditionally permitted use and implements the increased proximity requirements.

e) **ORD. NO. 17-2024**- An ordinance establishing Sections 1242.02(32.1) and (84.1) of the Codified Ordinances of the City of Brunswick by defining "Electronic Smoking Device" and "tobacco products". - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst)*

Mr. Nevar continued that this ordinance defines "Electronic Smoking Device" and "tobacco products." The legislation also clarifies the definition of a vape and smoke shop.

f) **ORD. NO. 18-2024**- An ordinance establishing Section 1274.17 of the Codified Ordinances of the City of Brunswick by providing additional conditional use standards for vape and smoke shops.- **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst)*

Mr. Nevar disclosed that this ordinance creates a new section in conditional use provisions of the City's Zoning Code. This includes additional standards for vape and smoke shops, specifically that these shops are not permitted within 1,000 feet of any existing vape and smoke shop. A conditional use permit would need to be granted for these types of businesses. The ordinance also provides that a conditional use permit can be revoked if there is a violation of Section 636.19 of the City's Codified Ordinances.

g) **ORD. NO. 19-2024** - An ordinance amending Section 1242.02(94) of the Codified Ordinances of the City of Brunswick by updating the definition of vape and smoke shops. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

Mr. Nevar mentioned that this ordinance changes the definition of a vape and smoke shop. Presently, the Code states that an establishment that derives fifty percent or more in gross revenue from the sale of vape or smoke products is considered to be a vape or smoke shop. It will be changed to a retail establishment that offers electronic smoking devices, as defined in Ordinance 17-2024, and tobacco products, as defined in Ordinance 18-2025, for retail sale.

a) **ORD. NO. 20-2024** - An ordinance repealing and replacing Section 636.19 of the City of Brunswick Codified Ordinances. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst)*

Mr. Nevar stated that all references to flavored tobacco and the Tobacco Retail License have been removed. A penalty provision has also been included: two or more violations in the previous months result in a misdemeanor of the first degree. Otherwise, the Code remains the same.

Mr. Kuczma asked whether the City's moratorium on marijuana is separate from this legislation.

Mr. Nevar replied that the retail marijuana moratorium is still in effect. The moratorium on vape and smoke shops will be extended to implement these ordinances.

Mr. Kuczma moved Ordinance 11-2024, Ordinance 12-2024, Ordinance 13-2024, Ordinance 14-2024, Ordinance 17-2024, Ordinance 18-2024, and Ordinance 19-2024 to tonight's Council Agenda of February 12, 2024, for first reading and to be referred back to the Planning Commission. Vote – 2 Ayes, 0 Nays.

Mr. Kuczma moved Ordinance Number 20-2024 to tonight's Council Agenda of February 12, 2024, for three readings. Vote – 2 Ayes, 0 Nays.

GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

Being no further business, Mr. Kuczma moved to adjourn at 5:57 p.m. Vote – 2 Ayes, 0 Nays.

Respectfully submitted,

Joseph Delsanter
Chairman

COMMITTEE OF THE WHOLE

February 12, 2024

IN ATTENDANCE: Nicholas Hanek, Joseph Delsanter, Keith Kuczma, Michael Abella Jr., Tim Smith, Kristy Piper, City Manager/Safety Director Carl DeForest, Law Director Dennis Nevar, Finance Director Todd Fischer, Service Director Paul Magovac, Clerk of Council Laura Timura, Kimble Northern Municipal Sales Manager Brett Fegan, News Media.

The meeting convened at 6:03 p.m.

MOTION ITEMS:

a) Motion to Advertise for a (3) three-year contract for Division of Police Vehicle Maintenance

Mr. DeForest mentioned that this contract has been bid out for the last six years.

Mr. Delsanter moved to advertise for a (3) three-year contract for Division of Police Vehicle Maintenance. Vote – 6 Ayes, 0 Nays.

b) Motion to increase the refuse rates by $2.25/month, effective July 1, 2024.

Mr. Fischer stated that the current contract has various fixed and variable costs for fuel and tipping fees that are charged by Medina County. The Administration was unable to move forward with the existing hauler at these rates. After proposing these rate increases, the lowest and best bid was Kimble.

Mr. Fischer mentioned that the Administration is trying to keep the refuse rates consistent for a three-year period.

Mrs. Piper inquired if the per-household aspect of the rates is based on the number of trashcans or the number of resident homes, such as in the case of a duplex.

Mr. Fischer answered that the rate is based on the number of resident homes.

Mr. Abella questioned whether the rates would differ if the City had continued to utilize Republic.

Mr. Magovac replied that the cost is about $16 million with Kimble. With Republic, the price would have been $17.7 million.

Mr. Abella revealed that he received few complaints regarding trash service with Republic. He is hoping that the same will be true for Kimble.

Mr. Hanek asked Mr. Fischer to clarify whether the City fluctuates in increasing or decreasing refuse rates.

Mr. Fischer replied that the City has increased and decreased rates over time based on the contract. The fixed cost for the hauler itself is $21 per month per home, including fuel changes, tipping fee changes, and administrative costs such as billing and mailing.

Mr. Kuczma inquired how long the $2.25 monthly rate increase would last.

Mr. Fischer answered that the hope is that the increase will last for three years, but this is not guaranteed due to the volatility of fuel prices.

Mr. Delsanter moved to increase the refuse rates by $2.25/month, effective July 1, 2024.
Vote – 6 Ayes, 0 Nays.

REVIEW LEGISLATION:

a) **ORD. NO. 9-2024 -** An emergency ordinance extending a temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for establishments that intend to engage in retail sales and/or distribution of tobacco products, vapor products, alternative nicotine products and/or electronic smoking devices in all zoning districts of the City and the issuance of such approvals. **- 1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Grant Aungst*)

Mr. Nevar noted that the current moratorium is in effect until March, and the Administration is looking to extend the moratorium for another six months to implement legislation regarding vape and smoke shops.

Mr. Delsanter moved Ordinance Number 9-2024 to tonight's Council Agenda of February 12, 2024, as an emergency with three readings. Vote – 6 Ayes, 0 Nays.

b) **RES. NO. 10-2024 -** A resolution authorizing the City Manager to enter into a five (5) year agreement (with renewal options of up to four (4) years) with Kimble Recycling & Disposal, Inc. for the collection and disposal of residential solid waste and recycling. **- 1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Paul Magovac*)

Mr. Magovac explained that the current contract with Republic will be completed on June 30, 2024. Kimble was the lowest and best bidder, and the contract will commence on July 1, 2024.

Mr. Hanek asked if services pertaining to the contract would be the same as Republic, with no changes.

Mr. Magovac replied that the services would all remain the same.

Mr. Hanek disclosed that Medina County has a system where Brunswick's garbage has to go to the county processing center, which artificially inflates the City's costs because of the county's mandate regarding flow control. He questioned if the Administration would be able to revisit these rates if the flow control changed.

Mr. Magovac answered that the contract stipulates that if flow control does not exist, the rates will go down by about three dollars per household per month.

Mr. Hanek added that the City of Medina pushes for flow control for many reasons, one being that they do not have a contractor for their sanitation. He divulged that the City of Wadsworth may also be taking their trash to Medina County, even though they are able to take it to Stark County.

Mr. Magovac revealed that the City of Wadsworth takes their trash to Medina County, which has increased Wadsworth's rates.

Mr. Hanek reminded that the City of Medina gave a presentation to the City of Wadsworth, encouraging them to stay in flow control without notifying the City of Brunswick.

Mr. Delsanter mentioned that the City of Brunswick was not forced to stay in flow control but was compelled to do so due to various factors. He inquired about where Kimble trucks come from.

Mr. Fegan remarked that Kimble trucks would run out of Valley City. Twinsburg has a transfer station and recycling facility, and the landfill is in Dover.

Mr. Delsanter noted that there are many variables that will be handled on a month-to-month basis.

Mr. Abella asked if the garbage carts are industry standard.

Mr. Magovac replied that they are.

Mr. Fischer added that the City of Brunswick owns the carts, so they can be transferred to another garbage vendor.

Mr. Kuczma inquired if door pickup for seniors and the handicapped would still be offered.

Mr. Magovac answered that it would be.

Mr. Nevar questioned how delays due to weather would be handled in this contract.

Mr. Magovac informed that the contract states that Kimble will be fined if they do not make an attempt to pick up the trash.

Mr. Magovac mentioned that he has been in touch with Medina County to advocate against flow control.

Mr. Delsanter moved Resolution Number 10-2024 to tonight's Council Agenda of February 12, 2024, for three readings. Vote – 6 Ayes, 0 Nays.

GENERAL DISCUSSION:

There was none.

EXECUTIVE SESSION:

Mr. Delsanter moved to go into Executive Session to discuss the subject of pending or imminent court action, seconded by Mr. Kuczma. Roll Call – Ayes – 6, Mr. Hanek, Mr. Smith, Mr. Abella, 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 6:42 p.m. Vote – 6 Ayes, 0 Nays.

Submitted Respectfully,

Irene Jayapandian

Irene Jayapandian
Assistant Clerk of Council

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE: 2/26/2024

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. 9-2024** - An emergency ordinance extending a temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for establishments that intend to engage in retail sales and/or distribution of tobacco products, vapor products, alternative nicotine products and/or electronic smoking devices in all zoning districts of the City and the issuance of such approvals. - **2nd Reading** (Committee-of-the-Whole, *Administration/Grant Aungst*)

BACKGROUND: The City of Brunswick may legitimately regulate the location and approval of establishments that intend to engage in retail sales and/or distribution of tobacco products, vapor products, alternative nicotine products and/or electronic smoking devices in the City, as defined in Codified Ordinance Section 636.19.

PURPOSE AND EXPLANATION: The six (6) month temporary moratorium established by Ordinance No. 79-2023 shall be extended for a period of six (6) months up to and including September 25, 2024, wherein the City shall not accept or process any applications for zoning, occupancy and/or building permit approvals for establishments that intend to engage in retail sales and/or distribution of tobacco products, vapor products, alternative nicotine products and/or electronic smoking devices in all Zoning Districts of the City, and further shall not issue any such approvals during said period.

IMPLEMENTATION SCHEDULE: Immediately.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

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?

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the City and its residents and property owners and for the additional reason that it is required to permit the City Administration, Council and/or Planning Commission necessary time to undertake a review of the Brunswick Codified Ordinances for possible amendment thereof.

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 9-2024

BY: Committee-of-the-Whole

AN EMERGENCY ORDINANCE EXTENDING A TEMPORARY MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF APPLICATIONS FOR ZONING, OCCUPANCY AND/OR BUILDING PERMIT APPROVALS FOR ESTABLISHMENTS THAT INTEND TO ENGAGE IN RETAIL SALES AND/OR DISTRIBUTION OF TOBACCO PRODUCTS, VAPOR PRODUCTS, ALTERNATIVE NICOTINE PRODUCTS AND/OR ELECTRONIC SMOKING DEVICES IN ALL ZONING DISTRICTS OF THE CITY AND THE ISSUANCE OF SUCH APPROVALS.

WHEREAS: The City of Brunswick may legitimately regulate the location and approval of establishments that intend to engage in retail sales and/or distribution of tobacco products, vapor products, alternative nicotine products and/or electronic smoking devices in the City, as defined in Codified Ordinance Section 636.19.

WHEREAS: On September 25, 2023, City Council adopted Ordinance No. 79-2023 establishing a six (6) month temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for establishments that intend to engage in retail sales and/or distribution of tobacco products, vapor products, alternative nicotine products and/or electronic smoking devices in all Zoning Districts of the City.

WHEREAS: This Council believes that extending the temporary moratorium on the acceptance and processing of applications for zoning, occupancy and/or building permit approvals for establishments that intent to engage in retail sales and/or distribution of tobacco products, vapor products, alternative nicotine products and/or electronic smoking devices in all Zoning Districts of the City, and on the issuance of such approvals, will not deny property owners economically viable use of their property and will permit the City Administration, Council and/or Planning Commission necessary time to continue to undertake a review of the Brunswick Codified Ordinances for possible amendment thereof.

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

SECTION 1: The six (6) month temporary moratorium established by Ordinance No. 79-2023 shall be extended for a period of six (6) months up to and including September 25, 2024, wherein the City shall not accept or process any applications for zoning, occupancy and/or building permit approvals for establishments that intend to engage in retail sales and/or distribution of tobacco products, vapor products, alternative nicotine products and/or electronic smoking devices in all

Zoning Districts of the City, and further shall not issue any such approvals during said period.

SECTION 2: Whenever the provisions of this Ordinance conflict with any other Ordinance or any provision of the Codified Ordinances of the City, the provisions of this Ordinance shall control.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and general welfare of the City and its residents and property owners and for the additional reason that it is required to permit the City Administration, Council and/or Planning Commission necessary time to undertake a review of the Brunswick Codified Ordinances for possible amendment thereof. 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, CMC

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE:	2/26/2024
TO:	Vice Mayor Nicholas Hanek and Members of City Council
FROM:	Carl S. DeForest, City Manager Paul Magovac
COPY:	Mayor Ron Falconi
LEGISLATION:	**RES. NO. 10-2024 -** A resolution authorizing the City Manager to enter into a five (5) year agreement (with renewal options of up to four (4) years) with Kimble Recycling & Disposal, Inc. for the collection and disposal of residential solid waste and recycling. **- 2nd Reading** (Committee-of-the-Whole, *Administration/Paul Magovac*)
BACKGROUND:	The current Residential Solid Waste contract expires on June 30, 2024. The proposed Agreement with Kimble, the lowest and best bid, commences on July 1, 2024 and will expire on June 30, 2029 with up to four (4) option years upon mutual agreement of both parties.
PURPOSE AND EXPLANATION:	This agreement will allow for the residential curbside collection of Refuse and Recyclables starting on July 1, 2024 and expires on June 20, 2029. The agreement provides for four (4) years extension upon mutual agreement of both parties.
IMPLEMENTATION SCHEDULE:	Introduction on February 12, 2024 for three readings. The new service is scheduled to begin on July 1, 2024.
FINANCIAL INFORMATION:	
FINANCIAL SUMMARY:	Agreement for both residential curbside collection of Refuse and Recyclables. The cost shall be as shown in Alternate No 1, Variable Rate, for five (5) years agreement, with a four (4) year option, agreeable by both parties. The bid rates shall be fixed for each five (5) years of the agreement. Variable costs in the bid apply and pertain to changes in tipping fees, diesel fuel price changes and recycling revenue sharing. It is anticipated that the initial rate to be charged to the customer will be $23.50 per month or $70.50 per quarter, with the goal to sustain that rate for the first 3 years or as long as practically possible. $23.50 would be an increase of $2.25/month from existing billable rates. The cost of this new hauler contract will be based on a first year fixed cost price per home of $20.93 (an increase of $3.33/month per home from expiring contract), plus additional

costs for administration, billing, and variable items such as fuel and tipping fees, etc. Variable costs are calculated monthly based on the diesel fuel costs released by the Department of Energy and tipping fee charges assessed by Medina County, etc. Fixed costs also increase annually in accordance with the bid proposal. Estimated costs for this contract are budgeted in the Refuse Fund - account #223-0710-54260. All costs for this contract remain under the appropriation authority of City Council and billing rates charged to the customers must follow local law. The cost of this new bid was also above original expectations. Therefore, it will also require a legislative increase in appropriations to pay estimated obligations under this contract. Please note that the proposed billable rate increase of $2.25/month per customer is below the $3.33/month fixed cost increase in this bid. This is because of the initial cart fee expiring effective July 1, 2024, and with updated estimates for variable costs pertaining to the lowest and best overall bid.

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. 10-2024

BY: Committee-of-the-Whole

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR AGREEMENT (WITH RENEWAL OPTIONS OF UP TO FOUR (4) YEARS) WITH KIMBLE RECYCLING & DISPOSAL, INC. FOR THE COLLECTION AND DISPOSAL OF RESIDENTIAL SOLID WASTE AND RECYCLING.

WHEREAS: The City of Brunswick received three (3) bids for the collection and disposal of residential solid waste and recycling, in accordance with public bidding requirements;

WHEREAS: The three (3) received public bids were opened on January 16, 2024 with Kimble Recycling & Disposal, Inc. ("Kimble"), determined to be the lowest and best bidder; and

WHEREAS: The current agreement with Browning Ferris Industries of Ohio, Inc., a subsidiary of Republic Services, Inc., for residential solid waste and recycling collection and disposal in the City expires on June 30, 2024.

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

SECTION 1: That the City Manager, upon approval of the Law Director, is hereby authorized and directed to enter into an Agreement, as attached hereto as Exhibit "A", with Kimble for the collection and disposal of residential solid waste and recycling in the City.

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, CMC

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE:	2/26/2024
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. 20-2024** - An ordinance repealing and replacing Section 636.19 of the City of Brunswick Codified Ordinances. - **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst)*
BACKGROUND:	It is estimated that 95% of all adult smokers begin smoking before the age of twenty-one. An earlier age of initiation is associated with greater levels of nicotine dependence and greater intensity and persistence of smoking beyond adolescence and through adulthood.
PURPOSE AND EXPLANATION:	The parts of the brain most responsible for decision-making, impulse control, sensation seeking, and susceptibility to peer pressure continue to develop and change through young adulthood, and adolescent brains are uniquely vulnerable to the effects of nicotine and nicotine addiction. Data from the 2021 National Youth Tobacco Survey on the use of e-cigarettes shows that over 11% of, or more than two million, U.S. middle and high school students reported current e-cigarette use, where almost 40% used e-cigarettes on a frequent basis.
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 adoption.

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 20-2024

BY: Mr. Delsanter, Mr. Lambert, Mr. Kuczma

AN ORDINANCE REPEALING AND REPLACING SECTION 636.19 OF THE CITY OF BRUNSWICK CODIFIED ORDINANCES.

WHEREAS: It is estimated that 95% of all adult smokers began smoking before the age of twenty-one.

WHEREAS: An earlier age of initiation is associated with greater levels of nicotine dependence and greater intensity and persistence of smoking beyond adolescence and through adulthood.

WHEREAS: The parts of the brain most responsible for decision making, impulse control, sensation seeking, and susceptibility to peer pressure continue to develop and change through young adulthood, and adolescent brains are uniquely vulnerable to the effects of nicotine and nicotine addiction.

WHEREAS: Data from the 2021 National Youth Tobacco Survey on the use of e-cigarettes shows that over 11% of, or more than two million, U.S. middle and high school students reported current e-cigarette use, where almost 40% used e-cigarettes on a frequent basis.

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

SECTION 1: That the existing version of Section 636.19 of the Codified Ordinances is hereby replaced in its entirety to read as follows:

"636.19 ILLEGAL DISTRIBUTION OF TOBACCO PRODUCTS.

(A) Definitions. For the purposes of this Section, the following definitions shall apply:

(1) "Distribute" means giving, providing, or delivering Tobacco Products.

(2) "Electronic Smoking Device" means any device that may be used to deliver any aerosolized or vaporized nicotine or any other substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen or e-hookah. Electronic Smoking Device includes any component, part, or accessory to such a device, whether or not sold separately, and also includes any substance intended to be aerosolized or vaporized by such device, whether or not the substance contains nicotine. Electronic Smoking Device does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

(3) “Purchaser” means any person who obtains or attempts to obtain a Tobacco Product.

(4) “Sale”, “Sell” or “Sold” means transferring, or offering or attempting to transfer, a Tobacco Product for money, trade, barter, exchange or other consideration.

(5) “Self-Service Display” means the open display or storage of Tobacco Products in a manner that is physically accessible in any way to the general public without the assistance of the Tobacco Retailer or its agent, employee, or representative or without a direct person-to-person transfer between the Purchaser and the Tobacco Retailer or its agent, employee or representative.

(6) “Tobacco” or “Tobacco Product(s)” means: (a) any product containing, made of, or derived from tobacco or containing any form of nicotine that is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, dissolved, inhaled, absorbed, or ingested by any other means, including, but not limited to, a cigarette, cigar, pipe tobacco, chewing tobacco, snuff or snus; (b) any Electronic Smoking Device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; (c) any component, part, or accessory of (a) or (b), whether or not any of these contain tobacco or nicotine, including, but not limited to, filters, rolling papers, blunt or hemp wraps, or pipes. Tobacco Product does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

(7) “Tobacco Retailer” means any individual, firm, partnership, joint venture, association, joint stock company, corporation, unincorporated business entity, or any other group acting as a unit that owns a business where Tobacco Products are available for sale to the general public and are licensed pursuant to Chapter 868 of the Codified Ordinances. Tobacco Retailer, as used herein, includes any manufacturer, producer, distributor or wholesaler of Tobacco Products. Tobacco Retailer does not mean the employees or agents of an owner of a business where Tobacco Products are available to the general public.

(8) “Vending Machine” has the same meaning as “Coin Machine” in Ohio Revised Code Section 2913.01, as same may be amended from time to time.

(B) Restrictions on the Sale of Tobacco Products.

(1) Age Restriction. No Tobacco Retailer, or its agent, employee or representative, nor any other person, shall sell or distribute any Tobacco Product to any person under twenty-one years of age, except if a person is participating in a research protocol described in Sections (C)(1)(a) and (C)(2) herein and meets the requirements provided therein.

(2) Age Verification. Tobacco Retailers or their agents, employees or representatives shall verify by means of government-issued photographic identification that the Purchaser is at least twenty-one years of age. No Tobacco Retailer, or its agents, employees, or representatives, nor any other person, shall sell or distribute any Tobacco Product to any individual who does not demonstrate, through a government-issued photographic identification, that the individual is at least twenty-one years of age. Verification is not required for a person over thirty years of age; provided however, that the Purchaser appeared to be thirty years of age or older shall not constitute a defense to a violation of this Section in any proceeding alleging the sale of Tobacco Products to an individual under the age of twenty-one.

(3) Signage. Signs reading "THE SALE OF TOBACCO PRODUCTS TO PERSONS UNDER 21 IS PROHIBITED BY LAW" shall be legibly printed in letters at least one inch high and shall be posted clearly and conspicuously in every location where Tobacco Products are sold. Selling Tobacco Products in any place that does not have a sign consistent with this Section is prohibited by law and punishable as provided herein.

(4) Self-Service Display Prohibition. No Tobacco Retailer or its agent, employee or representative, nor any other person, shall sell or distribute Tobacco Products by or from a Self-Service Display.

(5) Vending Machine Prohibition. No Tobacco Retailer or its agent, employee or representative, nor any other person, shall sell or distribute Tobacco Products by or from a Vending Machine.

(6) False Information. No Tobacco Retailer or its agent, employee or representative, nor any other person, shall knowingly furnish any false information regarding the name, age, or other identification of any person under twenty-one years of age with purposes to sell or distribute Tobacco Products.

(7) No Tobacco Retailer or its agent, employee or representative, not any other person, shall manufacture, sell or distribute any pack or other container of cigarettes containing fewer than twenty cigarettes or any package of roll-your-own tobacco containing less than six-tenths of one ounce of tobacco.

(8) No Tobacco Retailer or its agent, employee or representative, nor any other person, shall sell any Tobacco Product in a smaller quantity than that placed in the pack or container by the manufacturer.

(9) No Tobacco Retailer or its agent, employee or representative, nor any other

person, shall sell or distribute any Tobacco Product in a smaller quantity than was intended for retail when the Tobacco Product was packaged by the manufacturer.

(C) Affirmative Defenses.

(1) The following are affirmative defenses to a charge under Sections (B)(1) and (B)(2) hereof:

(a) The parent, guardian, or legal custodian of a person under the age of eighteen has consented in writing to a person under the age of eighteen participating in research protocol, or a person over the age of eighteen, but under the age of twenty-one, has consented in writing, on his or her own behalf, to participate in research protocol.

(b) The person who has sold or distributed Tobacco Products to a person under the age of twenty-one is a parent, spouse who is twenty-one years of age or older, or legal guardian of the person who is under the age of twenty-one.

(2) It is not a violation of Sections (B)(1) or (B)(2) hereof to sell or distribute Tobacco Products to a person under the age of twenty-one while the person under the age of twenty-one is participating in a research protocol if all of the following apply:

(a) The parent, guardian, or legal custodian of a person under the age of eighteen has consented in writing to a person under the age of eighteen participating in the research protocol, or a person over the age of eighteen, but under the age of twenty-one, has consented in writing, on his or her own behalf, to participate in the research protocol.

(b) An institutional human subjects protection review board, or equivalent entity, has approved the research protocol.

(c) The person under the age of twenty-one is participating in the research protocol at the facility or location specified in the research protocol.

(D) Severability. The provisions of this Section are severable, and if any provision, clause, sentence or paragraph of this Section or the application thereof to any person or circumstances are held by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such a ruling shall not affect the other parts of this Section that can be given effect.

(E) Penalty. Whoever violates Section (B) is guilty of illegal distribution of Tobacco Products. Except as otherwise provided herein, illegal distribution or sale of Tobacco Products is a misdemeanor of the fourth degree. If the offender has previously been convicted of or pleaded guilty to a violation of Section (B) within the previous twelve (12) months, or any previous version of the Codified Ordinances relating to illegal distribution or sale of Tobacco Products, then illegal distribution or sale of Tobacco Products is a misdemeanor of the third degree. If the offender has been convicted of or pleaded guilty to two (2) or more violations of Section (B) within the previous twelve (12) months, or any previous version of the Codified Ordinances relating to illegal distribution or sale of Tobacco Products, then illegal distribution of sale of Tobacco Products is a misdemeanor of the first degree and any Conditional Use Permit issued shall be revoked in accordance with the provisions of Section 1274.17."

SECTION 2: The provisions of this Ordinance prohibiting the sale of Tobacco Products from a Self-Service Display or Vending Machine shall be effective and enforceable one hundred eighty (180) days after the effective date of this Ordinance. All other provisions contained herein shall be effective and enforceable upon the effective date of this Ordinance.

SECTION 3: Upon the effective date of this Ordinance, existing Section 636.19 shall be repealed in its entirety and replaced with the provisions contained in this Ordinance.

SECTION 4: 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
Laura E. Timura, CMC

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION

DATE:	2/26/2024
TO:	Vice Mayor Nicholas Hanek and Members of City Council
FROM:	Carl S. DeForest, City Manager Taylor Petkovsek
COPY:	Mayor Ron Falconi
LEGISLATION:	**RES. NO. 23-2024 -** An emergency resolution authorizing the City Manager to enter into an agreement with Snider Recreation, Inc. for the purchase and installation of playground equipment at Pumpkin Ridge Park in an amount not to exceed $60,000.00. **- 1st Reading** (To be brought from Parks, Recreation & Community Committee, *Administration/Taylor Petkovsek*)
BACKGROUND:	The 2024 appropriated budget will allow for one (1) new playground at Pumpkin Ridge Park using state contract pricing.
PURPOSE AND EXPLANATION:	See background and reason for emergency above
IMPLEMENTATION SCHEDULE:	3 readings with emergency to purchase on or before March 27, 2024. Old playground to be removed in Spring 2024 with installation in Summer 2024.
FINANCIAL INFORMATION:	
FINANCIAL SUMMARY:	Capital Improvement Fund - 300-0522-56250 $60,000.00 (budgeted)
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?

Requesting passage with emergency on March 25, 2024. 3 readings with emergency would allow purchasing of equipment at 2023 pricing if ordered is placed by March 27, 2024.

ADDITIONAL INFORMATION:

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 23-2024

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

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SNIDER RECREATION, INC. FOR THE PURCHASE AND INSTALLATION OF PLAYGROUND EQUIPMENT AT PUMPKIN RIDGE PARK IN AN AMOUNT NOT TO EXCEED $60,000.00.

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 Snider Recreation, 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 Snider Recreation, Inc. for the purchase and installation of playground equipment at Pumpkin Ridge Park in an amount not to exceed $60,000.00.

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 secure 2023 pricing if ordered by March 27, 2024. 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, CMC

STATE OF OHIO

DEPARTMENT OF ADMINISTRATIVE SERVICES

GENERAL SERVICES DIVISION

OFFICE OF PROCUREMENT SERVICES

4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

OPTIONAL USE CONTRACT FOR: Playground Equipment

CONTRACT No.: STS011008

CONTRACT ID: 11008

EFFECTIVE DATES: 4/5/2023 to 3/31/2025

SUPPLIER/CONTRACTOR: BCI BURKE COMPANY LLC

STS SUB-TYPE: S&LG

This Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Contract is available to ALL STATE AGENCIES, STATE INSTITUTIONS OF HIGHER EDUCATION AND PROPERLY REGISTERED COOPERATIVE PURCHASING MEMBERS, as applicable.

MANDATORY USE CONTRACTS: All Contracts with Contract Type "Competitive Selection" or "Competitive Selection - Two Phase" take precedence over this Contract. This Contract is only for governmental entities without a mandatory use contract.

EXCLUDED ITEMS: (State Agencies Only) in accordance with the Ohio Revised Code Section 125.035, State Agencies are required to purchase through the following requisite programs: Ohio Penal Industries (OPI); Community Rehabilitation Programs (CRP); the Department of Mental Health and Addiction Services and Pharmacy Services (MHAS); Opportunities for Ohioans with Disabilities (OOD); the Department of Administrative Services State Printing (Printing); the Department of Administrative Services Office of Information Technology (OIT), and the Ohio Facility Construction Commission (OFCC). If any items on this Contract can be purchased through a requisite program, State Agencies must obtain a waiver from the applicable requisite program(s) to procure from this Contract.

CONTRACT UTILIZATION: The State of Ohio including but not limited to its agencies, boards, commissions, departments, state universities, state vocational schools, state community colleges of Ohio, and any entity authorized by law to use this Contract is not obligated to procure any products or services from this Contract. This Contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

This Contract and any Amendments thereto are available from the OhioBuys public portal at the following address:

https://ohiobuys.ohio.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepage

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below;

For BCI BURKE COMPANY LLC :

Signed: ____

Marianne Larson, Contract & Sales Administration Manager

For the OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES:

Signed: ____

Kathleen C. Madden, Director

1 - STS NEW OFFER INSTRUCTIONS

Download the instructions and forms needed to initiate an offer to establish an STS contract.

2 - STANDARD TERMS AND CONDITIONS

State of Ohio Standard Terms and Conditions (revised 10/18/22) will apply to this Contract.

3 - STS PROCUREMENT TERMS & CONDITIONS

3.1 - ENTIRE AGREEMENT

This Contract, which includes the Contractor's catalog and all documents referred to and incorporated into this Contract, is the entire agreement between the parties with respect to its subject matter, and it supersedes any previous statements or agreements, whether oral or written.

3.2 - CONTRACT COMPONENTS AND ORDER OF PRIORITY

The components of this Contract are listed below in their order of priority:

a. Contract Specific Terms and Conditions in Article 4

b. STS Procurement Terms and Conditions in Article 3; then

c. Standard Terms and Conditions in Article 2

3.3 - CERTIFICATION OF ACCURACY

The Contractor certifies that the Contractor's prices under this Contract are one of the following:

a. The prices at which the Contractor currently offers each product and service to the US Government under a federal schedule;
b. The best prices at which the Contractor has offered each product and service to its similarly situated, most favored customers within one year before the date the Contractor executed this Contract or adds the product or service to this Contract, whichever is later.

If the Contractor is offering price catalog(s) for specific items based on its most favored customer prices, the Contractor represents that it does not have a federal schedule.

The Contractor further certifies that the above representations will apply and be true with respect to all future pricing information submitted to revise this Contract.

3.4 - CONTROLLING BOARD AUTHORIZATION

The State's obligations under this Contract are subject to the Ohio Controlling Board continuing to authorize the State's use of its term contracts program. If the Ohio Controlling Board fails to authorize or withdraws its authorization for this program, this Contract will terminate immediately, and the Contractor may not take any more orders under it.

3.5 - PRICELIST

The Contractor's pricelist for the products and services that the Contractor may provide to the State under this Contract is in the catalog. For convenience, those products and services are called "Deliverables" in this Contract. Any custom materials resulting from the Contractor's services also are called "Deliverables" in this Contract. The Contractor may not provide any other Deliverables under this Contract without a prior written amendment to this Contract that both the State and the Contractor have signed. Furthermore, the Contractor may not charge the State greater prices for these Deliverables than the prices in the catalog. If the catalog contains or incorporates by reference any terms or conditions other than a description of the scope of license for software, a description of the Contractor's products and services, and the prices for those products and services, those terms or conditions are excluded from this Contract and are of no effect. Contractor's catalog is incorporated into the Contract as if fully rewritten herein, excluding any terms or conditions mentioned above, and the most recent catalog can be found in OhioBuys.

For contracts leveraging a punchout catalog, Contractor is required to provide a catalog in the Supplier-Managed Catalog Template format for all items. This Supplier-Managed Catalog will be attached to the contract record and is incorporated into the Contract. In the event of a discrepancy between the punchout catalog and the Supplier-Managed Catalog the Supplier-Managed Catalog will prevail. Contractor must not modify the available items or pricing presented in their punchout catalog until an amendment to this Contract is requested, fully executed, and effective.

Except in the case of operating systems licensed in conjunction with desktop PCs, notebook computers and similar personal computing devices that the original equipment manufacturer does not distribute without an operating system, the Contractor will not sell or license any Microsoft software to the State. If any of the foregoing items are listed in the Contractor's catalog, they are deleted for purposes of this Contract.

3.6 - PRICE ADJUSTMENTS (GSA BASED)

If the Contractor has relied on its federal schedule pricing, the State will be entitled to any price decreases that the Contractor makes to its federal schedule for any of its products and services during the term of this Contract. The Contractor must notify the State of any reduction in its federal schedule pricing within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract. Price increase requests for a Contract based on a federal schedule must be accompanied by documentation signifying approval of the price increase by the federal government.

3.7 - PRICE ADJUSTMENT (S&LG BASED)

If the Contractor has relied on its similarly situated, most favored customer pricing, the Contract prices(s) will remain firm unless the Contractor submits a request to adjust their price(s). Price increases shall be effective 30 calendar days after acceptance by the State. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from its suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the Contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc. Any price increases shall not exceed prices offered to similarly situated, most favored customers.

The State will be entitled to a price decrease any time the Contractor or any of its dealers or distributors under this Contract sells a product or a service to any of its similarly situated customers for less than the price agreed to between the State and the Contractor under this Contract. Any time the Contractor or any of its dealers or distributors in this Contract sells a product or provides a service to any similarly situated customer for less than it is then available to the State under this Contract, the Contractor must notify the State of that event within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

The Contractor also must notify the State within 30 days of any general reduction in the price of any product or service covered by this Contract, even if the general reduction does not place the price of the product or service below the price available to the State under this Contract. The purpose of this notice of a general reduction in price is to allow the State to assess the value the State believes it is receiving under this Contract in light of the general reduction due to a general decline in the market or some other factor. If the State believes it is appropriate, the State may ask to renegotiate the Contract price for the products and services affected by the general reduction in price. If the Contractor and the State cannot agree on a renegotiated price, then on written notice to the Contractor, the State may immediately require the Contractor to remove the affected products and services from this Contract.

3.8 - DEALERS AND DISTRIBUTORS

The State authorizes the Contractor to name one or more dealers to work with the State on behalf of the Contractor. If the Contractor decides to use any dealers, the Contractor must submit the name, principal business address, addresses for purchase orders and for payments, telephone number, and federal tax identification number for each dealer. The Contractor also must submit a completed W9 form for each dealer it wishes to name under this section. The Contractor's submission must be on its official letterhead, signed by an authorized representative, and addressed to the Department of Administrative Services, Office of Procurement Services. In doing so, the Contractor warrants that:

a. The Contractor has provided the dealer with a copy of this Contract, and an authorized representative of the dealer has agreed, in writing, to be bound by the terms and conditions in this Contract.
b. The dealer's agreement as noted in subparagraph (a) above is for the benefit of the State as well as the Contractor.
c. The Contractor will remain liable under this Contract for the services of any dealer and will remedy any breach of the dealer under this Contract.
d. Payments under this Contract for the services of any dealer may be made directly to that dealer, and the Contractor will look solely to the dealer for any payments due to the Contractor once the State has paid the dealer.
e. To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the agreement required under this section with the Contractor, the Contractor will indemnify the State for such liability.

If the Contractor wants to designate a dealer that will not receive payments (a "distributor"), the Contractor may do so by identifying the person or organization as a distributor in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form. All other requirements and obligations for designating a dealer apply to designating a distributor.

3.9 - COMMERCIAL MATERIAL

As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense and that is commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include the written reports, books, pictures, videos, movies, computer programs, computer source code, and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the catalog associated with this Contract, if that scope of license is different than the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material consists of trade secrets, then the State will treat the material as confidential. In this regard, the State will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to the State's Confidential Information. Otherwise, the State will have the same rights and duties permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the State.

For Commercial Software, the State will have the perpetual rights in items (a) through (h) of this section with respect to the software. The State will not use any Commercial Software except as provided in items (a) through (h) of this section or as expressly stated otherwise in this Contract. The Commercial Software may be:

a. Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred.
b. Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative.
c. Reproduced for safekeeping (archives) or backup purposes.
d. Modified, adapted, or combined with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract.
e. Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract.
f. Used or copied for use in or transferred to a replacement computer.
g. However, if the Commercial Software delivered under this Contract is published and copyrighted, it is licensed to the State without disclosure prohibitions.
h. However, if any Commercial Software is delivered under this Contract with the copyright notice in 17 U.S.C. 401, it will be presumed to be published, copyrighted, and licensed to the State without disclosure restrictions, unless a statement substantially as follows accompanies such copyright notice: "Unpublished rights reserved under the copyright laws of the United States." The State will treat such Commercial Software as Confidential Information to the extent that such is actually the case.

In the case of any other scope of license (e.g., MIPs, tier, concurrent users, enterprise, site, or otherwise), the foregoing will apply except as expressly modified by the applicable license description, which must be incorporated as part of Catalog. If the Contractor provides greater license rights in an item included in Catalog to its general customer base for the Software's list price, those additional license rights also will be provided to the State without additional cost or obligation. No license description may reduce the rights in items (a) through (h) above; it may only define the extent of use, if the use is other than a CPU license.

The State will treat any Commercial Software as Confidential Information, in accordance with the requirements of the Confidential Information section of this Contract.

3.10 - CONFIDENTIALITY AGREEMENTS

When the Contractor performs services under this Contract that require the Contractor's and its subcontractors' personnel to access facilities, data, or systems that the State in its sole discretion deems sensitive, the State may require the Contractor's and its subcontractors' personnel with such access to sign an individual confidential agreement and policy acknowledgements, and have a background check performed before accessing those facilities, data, or systems. Each State agency, board, and commission may require a different confidentiality agreement or acknowledgement, and the Contractor's and its subcontractors' personnel may be required to sign a different confidentiality agreement or acknowledgement for each agency. The Contractor must immediately replace any of its or its subcontractors' personnel who refuse to sign a required confidentiality agreement or acknowledgment or have a background check performed.

3.11 - CONTRACTOR QUARTERLY SALES REPORT

The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales to Cooperative Purchasing Members under this Contract each calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sales reported must equal the price paid by all Cooperative Purchasing Members for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

Contractor must submit the quarterly sales report to the State via OhioBuys, and when Contractor will be submitting a payment, Contractor must also complete and submit the Quarterly Sales Report and Revenue Share Remittance Form (available at https://das.ohio.gov/revenueshareform) with Contractor's Revenue Share payment. If no sales occur, Contractor must show zero sales on the report. The report must be submitted 30 days after the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. For purposes of this section, the close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

If the Contractor fails to submit sales reports in a timely manner or, falsifies any sales report , the State may terminate this Contract.

3.12 - CONTRACTOR REVENUE SHARE

The Contractor must pay to the State a share of the sales transacted under this Contract as a fee to the State to cover the estimated costs the State will incur in administering this Contract and the services offered under it ("Revenue Share").

The Contractor must remit the Revenue Share in U.S. dollars within 30 days after the end of the quarterly reporting period. The Revenue Share that the Contractor must pay under this Contract equals ¾ of 1% of the total quarterly sales reported. The Revenue Share must be included in the prices reflected in any order and reflected in the total amount charged to an Ordering Agency, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the Revenue Share.

The Contractor must remit any amount due as the result of a quarterly or closeout sales report at the time the quarterly or closeout sales report is submitted to the Department of Administrative Services, Office of State Purchasing. To ensure the payment is credited properly, the Contractor must identify the payment as a "State of Ohio Revenue Share" and include this Contract number, total report amount, and reporting period covered.

Contractor will pay the Revenue Share by check remittance, both normal and overnight, credit card payment via the State's epayment portal, or ACH payment, if approved by the State, using the instructions below

Check remittance:

Follow the remittance instructions on the required Quarterly Sales Report and Revenue Share Remittance Form at the following link, https://das.ohio.gov/revenueshareform.

Credit Card Payments:

To pay by credit card, use the following link, https://epay.das.ohio.gov/Payment, select "Revenue Share" as the payment type and follow the on-screen prompts.

ACH Payments:

If this payment method is approved by the State, the State will provide payment instructions to Contractor.

If the full amount of the Revenue Share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid Revenue Share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the Revenue Share. Additionally, if the Contractor fails to pay the Revenue Share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause as set forth herein and seek damages for the breach.

3.13 - SOFTWARE WARRANTY

On acceptance and for 12 months after the date of acceptance of any Deliverable that includes custom software, the Contractor warrants that:

a. The software will operate on the device or equipment for which the software is intended in the manner described in the relevant software documentation;

b. The software will be free of any material defects;

c. The Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code;

d. The source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and

e. The software and all maintenance will be provided in a professional, timely, and efficient manner.

The foregoing warranties also apply to any Pre-existing Materials incorporated into any custom software unless.

For Commercial Software developed by the Contractor or licensed from a third party, the Contractor represents and warrants that it either has the right or has obtained a binding commitment from the third-party licensor to make the following warranties and commit to the following maintenance obligations. During the warranty period described in the next paragraph, the Contractor must:

a. Maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in its documentation;
b. Supply technical bulletins and updated user guides;
c. Supply the State with all updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code;
d. Correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensor; and
e. Maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment for which it was designed.

For Commercial Software designed for mainframe platforms and for Commercial Software designed for PC or PC-based servers, the warranty period will be the longer of one year after acceptance or the licensor's standard warranty period. For PC and PC-based servers, the warranty will not include updates, improvements, enhancements, or modifications to the Commercial Software and documentation, if such are not provided as part of the licensor's standard warranty or license fee.

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the software. However, the Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code must be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

3.14 - SOFTWARE WARRANTY AND MAINTENANCE

If this Contract involves software as a Deliverable, then during the warranty period, as well as any optional maintenance periods that the State exercises, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable period of time. However, the State must notify the Contractor, either orally or in writing, of a problem with the software and provide sufficient information for the Contractor to identify the problem.

The Contractor's response to a programming error will depend upon the severity of the problem. For programming errors that slow the processing of data by a small degree, render minor and non-mandatory functions of the System inoperable or unstable, or require users or administrations to employ workarounds to fully use the software, Contractor will respond to the request for resolution within four business hours. Furthermore, the Contractor must begin working on a proper solution for the problem within one business day, dedicating the resources required to fix the problem. For defects with more significant consequences, including those that render key functions of the System inoperable or significantly slow processing of data, the Contractor will respond within two business hours of notice and the Contractor also must begin working on a proper solution for the problem immediately after responding and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For Commercial Software other than PC or PC-based server software costing less than $10,000.00 per copy or license, the Contractor must provide maintenance during the warranty period at no cost to the State. At a minimum, that maintenance must be the standard maintenance program that the licensor, whether the Contractor or a third party, normally provides to its client base. That maintenance program must include all new releases, updates, patches, and fixes to the Commercial Software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function and a commitment to promptly correct all material defects in the software in a timely fashion. Additionally, the Contractor will make (or obtain a commitment from the third-party licensor to make) maintenance available for the software for at least five years after the warranty period. The Contractor will limit or obtain a commitment from the third-party licensor, if applicable, to limit increases in the annual fee for maintenance to no more than five percent annually. If the licensor, whether it is the Contractor or a third-party, is unable to provide maintenance during that period, then the licensor must do one of the following two things: (a) give the State a pro rata refund of the license fee based on a five-year useful life; or (b) release the source code for the software to the State for use by the State solely for the purpose of maintaining any copies of the software for which the State has a proper license. The State will treat the source code as Confidential Information under the Confidentiality Section of this Contract. In the case of third-party Commercial Software, the Contractor warrants that it has legally bound the third-party licensor to the obligations of this Contract or that the Contractor has the right to make these commitments directly to the State.

For Commercial Software designed for PC or PC-based server platforms and costing less than $10,000.00 per copy or license, the Contractor must provide the same maintenance and user assistance during the warranty period at no additional cost to the State as the Contractor or the third-party licensor makes generally available at no additional charge to its other customers.

3.15 - SOFTWARE UPGRADES

This provision will not apply to Commercial Software for PCs and PC-based server software with a license fee of less than $10,000.00, unless the Contractor or third-party licensor makes upgrade packages available for the Commercial Software to other customers. In this event, the State will be entitled to the most favored license fee made available to other most favored customer.

After an initial acquisition of a license in Commercial Software, excluding the exceptions above, the State may want to acquire a broader license than the original. Or the State may later want to migrate to another platform for the Commercial Software When the Contractor or third-party licensor makes the broader license generally available to its customer base or makes the version of the Commercial Software that runs on the new platform to which the State wants to migrate, then the State will have a right to upgrade any of its licenses to that broader license or to acquire the version of the Software that is appropriate for the new platform that the State intends to use. In these cases, the Contractor will provide the broader license or other version of the Commercial Software in exchange for a license fee that is based on the lesser of the following:

a. The Contractor's (or third party licensor's) standard upgrade or migration fee;

b. The upgrade or migration fee in the Catalog; or

c. The difference between the license fee originally paid and the then-current license fee for the license or version of the Commercial Software that the State seeks to acquire.

3.16 - EQUIPMENT MAINTENANCE

If this Contract involves computer or telecommunications hardware or other mechanical or electrical equipment ("Equipment") as a Deliverable, then, during the warranty period and during any period covered by annual maintenance, the Contractor must provide maintenance to keep the Equipment in or restore the Equipment to good working order. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance also must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working order. For purposes of this Contract, Equipment restored to good working order means Equipment that performs in accordance with the manufacturer's published specifications. The Contractor must use its best efforts to perform all fault isolation and problem determination attributed to the Equipment. The following services are outside the scope of this Contract:

a. Maintenance to bring the Equipment into compliance with any law, rule, or regulation, if such law, rule, or regulation was not in effect on the acceptance date;
b. Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from accident, casualty, neglect, misuse, or abuse, if such is the State's fault (and beyond normal wear and tear), damage resulting from improper packing or failure to follow prescribed shipping instruction (If such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as describe in the Equipment's documentation, or causes other than ordinary use of Equipment;
c. Furnishing platens, supplies, or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices except as permitted in the Equipment's user documentation;
d. Maintenance or increased maintenance time resulting from any improper use, maintenance, or connection to other equipment (not done by the Contractor) that results in damage to the Equipment;
e. Repairs needed to restore the Equipment to good operating condition if the Equipment has been damaged by anyone other than the Contractor's authorized service personnel repairing, modifying, or performing maintenance on the Equipment.

3.17 - EQUIPMENT MAINTENANCE STANDARDS

Except in the case of excusable delay, remedial Equipment maintenance by the Contractor will be completed within eight business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor will perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed within eight business hours after notification by the State, the Contractor will be in default. Failure of the Contractor to meet or maintain these requirements will provide the State with the same rights and remedies as specified elsewhere in this Contract for default, except that the Contractor will only have eight business hours to remedy a default. The Contractor will provide adequate staff to provide the maintenance required by this Contract.

3.18 - EQUIPMENT MAINTENANCE CONTINUITY

If the Contractor is unable to provide Equipment maintenance to meet the State's ongoing performance requirements and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meets the State's ongoing performance requirement, the Contractor will be in default, and the State will be entitled to the remedies in the default section of this Contract. The State will also be entitled to the following items from the Contractor:

a. All information necessary for the State to perform the maintenance, including but not limited to logic diagrams, maintenance manuals, and system and unit schematics, with all changes noted;

b. A listing of suppliers capable of supplying necessary spare parts;
c. Adequate information to permit the State to have spare parts manufactured elsewhere; and
d. A listing of spare parts and their recommended replacement schedule to enable the State to create a centralized inventory of spare parts.

The State will treat as Confidential Information in accordance with the Confidentiality Section of this Contract any information in items (a) through (d) above that the Contractor rightfully identifies in writing as confidential. If disclosure to a third-party is necessary for the State to continue the maintenance, the State will require any third-party to whom disclosure is made to agree to hold the Confidential Information in confidence and to make no further disclosure of it. Further, the State agrees that any such Confidential Information will be used solely to perform maintenance for the State and will be returned to the Contractor or destroyed when such use is no longer needed.

3.19 - PRINCIPAL PERIOD OF MAINTENANCE (GENERAL)

Software and Equipment maintenance must be available twelve working hours per weekday, between 7:00 a.m. and 7:00 p.m. (Columbus, Ohio local time). Travel time and expenses related to remedial and preventative maintenance will not be considered billable but will be included in the price of the maintenance.

3.20 - MAINTENANCE ACCESS (GENERAL)

The Contractor must keep the Deliverable(s) in good operating condition during the warranty period and any annual maintenance period during which the State contracts for continued maintenance. The State will provide the Contractor with reasonable access to the Deliverable to perform maintenance. All maintenance that requires a Deliverable to be inoperable must be performed outside the State’s customary working hours, except when the Deliverable is already inoperable. Preventative or scheduled maintenance must be performed at mutually agreeable times, within the parameters of the manufacturer’s published schedule.

3.21 - CONTINUING OBLIGATIONS

Any terms, conditions, representations, or warranties contained in this Contract that must survive termination or expiration of this Contract to be fully effective will survive the termination or expiration of the Contract. Additionally, termination or expiration of this Contract will not affect the State’s right to continue to use any Deliverable for which it has paid, including licensed material. And no termination or expiration of the Contract will affect the State’s right to receive maintenance, warranty work, or other services for which the State has paid.

3.22 - COOPERATIVE PURCHASING CONTRACT

This Contract may be utilized by Cooperative Purchasing Members. “Cooperative Purchasing Members” or “Co-op Members” are entities that qualify for participation in the State’s cooperative purchasing program under Section 125.04 of the Ohio Revised Code (“ORC”) and that have completed the steps necessary to participate in that program. They may include Ohio political subdivisions, such as counties, townships, municipal corporations, school districts, conservancy districts, township park districts, park districts created under Chapter 1545 of the ORC, regional transit authorities, regional airport authorities, regional water and sewer districts, and port authorities. They also may include any Ohio county board of elections, state institutions of higher education, private fire companies, private, nonprofit emergency medical service organizations, and chartered nonpublic schools.

If a purchase is made from this Contract by an entity that is not properly registered with the State's Cooperative Purchasing Program, it may be a violation of law, may be contrary to the entity's competitive bidding requirements, and will be a breach of this Contract by the Contractor. If a Cooperative Purchasing Member relies upon this Contract to issue a purchase order or other ordering document, the Cooperative Purchasing Member "steps into the shoes" of the State under this Contract. The Cooperative Purchasing Member's order and this Contract are between the Contractor and the Cooperative Purchasing Member. The Contractor must look solely to the Cooperative Purchasing Member for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to Cooperative Purchasing Member's orders and Cooperative Purchasing Member's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a Cooperative Purchasing Member.

4 - CONTRACT SPECIFIC TERMS AND CONDITIONS

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5 - DEALERS

Refer to DEALERS AND DISTRIBUTORS in the STS Procurement Terms and Conditions for the definition of Dealer.

Dealer Name	Dealer ID	EOD Status
Snider Recreation, Inc.	2296518	

6 - DISTRIBUTORS

Refer to DEALERS AND DISTRIBUTORS in the STS Procurement Terms and Conditions for the definition of Distributor.

Distributor Name	Dealer ID