



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

MARCH 25, 2024

1. Prayer and Pledge of Allegiance
2. Roll Call of Members
3. Correspondence
4. Approval of Regular Council Meeting Minutes dated March 11, 2024.
5. Mayor's Report:
 - (a) OMCA to present Certified Municipal Clerk (CMC) Designation to Laura Timura
 - (b) Certificates of Achievement in Recognition of the Arrow of Light: Cub Scout Pack 3517
 - (c) Mayor's Update
6. Clerk of Council's Report
7. Council Committee Reports:
 - Economic Development Committee.....Mr. Lambert
Economic Development Committee Minutes dated March 11, 2024
 - Services, Utilities, Technology & Cable Committee.....Mr. Smith
 - Finance Committee.....Mr. Hanek
 - Safety & Environment Committee.....Mr. Kuczma
Safety & Environment Committee Minutes dated March 11, 2024
 - Planning & Zoning Committee.....Mr. Delsanter
Planning & Zoning Committee Minutes dated March 11, 2024
 - Parks, Recreation & Community Committee.....Mrs. Piper
Parks, Recreation & Community Committee Minutes dated March 12, 2024
 - Building & Building Code Committee.....Mr. Abella

8. Other Committees, Boards and Commissions

(a) Committee-of-the-Whole Minutes dated March 11, 2024

9. Petitions from the Public on Legislation

10. Reading of Legislation and Action on Legislation:

a. 3rd 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. - **3rd Reading** (Parks, Recreation & Community Committee, *Administration/Taylor Petkovsek*)

b. 2nd Reading(s)

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. - **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

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. - **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

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. - **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

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. - **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

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". - **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

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.- **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

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. - **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

ORD. NO. 25-2024 - An ordinance rezoning the 5.6140-acre parcel of real property located at 1406 Congressional Avenue and further identified as PPN 003-18C-01-080 from the R-M Medium Density Residential District to the R-L Low Density Residential District. - **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

c. 1st Reading(s)

RES. NO. 26-2024 - An emergency resolution authorizing the City Manager to execute all necessary documents to accept the 2024 Energized Community Grant from NOPEC in the amount of \$80,991.00. - **1st Reading** (To be brought from Economic Development Committee, *Administration/Grant Aungst*)

RES. NO. 27-2024 - An emergency resolution authorizing the City Manager to enter into a three (3) year agreement with Total Performance Service Inc. for the provision of vehicle maintenance for the Division of Police per submitted bid prices. - **1st Reading** (To be brought from Safety & Environment Committee, *Administration/Robert Safran*)

RES. NO. 28-2024 - An emergency resolution appointing City of Brunswick Community & Economic Development Director Grant Aungst to the Medina County Land Reutilization Corporation's Board of Directors. - **1st Reading** (To be brought from Economic Development Committee, *Administration/Grant Aungst*)

RES. NO. 29-2024 - A resolution authorizing the City Manager to enter into a service agreement with Flock Safety for the provision of ten (10) safety cameras in the City in an amount not to exceed \$30,000.00. - **1st Reading** (To be brought from Safety & Environment Committee, *Administration/Robert Safran*)

11. City Manager's Report

12. Open Forum

13. Unfinished Business

14. New Business

(a) Consideration of a new liquor permit request for Raam LLC, DBA Fat Bob Pizza at 1739 Pearl Road, Brunswick, OH 44212

15. Adjournment

ECONOMIC DEVELOPMENT COMMITTEE

March 11, 2024

IN ATTENDANCE: Chairman Brandon Lambert, Committee Member Tim Smith, Committee Member Nicholas Hanek, Keith Kuczma, Michael Abella Jr., Kristy Piper, Joseph Delsanter, City Manager/Safety Director Carl DeForest, Law Director Dennis Nevar, Community & Economic Development Director Grant Aungst, Service Director Paul Magovac, Police Chief Robert Safran, Clerk of Council Laura Timura, News Media.

The meeting convened at 6:25 p.m.

DISCUSSION ITEMS:

Mr. Aungst revealed that the City and Medina County are still seeing strong economic demand and growth. However, the prices of food and fuel are still high. The Administration will monitor this as consumers comprise three-quarters of the economy but remain cautiously optimistic. Many building projects are underway in Brunswick.

Mr. Aungst reminded that all of the building codes are changing for the State of Ohio.

Mr. Aungst disclosed that construction on Sunbelt Commercial will begin soon. Thirteen acres of trees are coming down for this project. He gave updates on other ongoing projects, such as the new high school, Market 42, Brunswick Auto Mart, and the fire station.

Mr. Aungst noted that the City has received a \$500,000 TID grant for projects regarding Industrial Parkway North. The City will match this amount, and the project is hoped to move forward this year.

Mr. Aungst stated that the City held its annual Community Reinvestment Area (CRA) Meeting and Review. This is a full committee joined by the Medina County Auditor and his Director of Operations, who both reside in the City. In partnership with the Northern Medina County Chamber Alliance, the City held its annual economic panel program. The program was well-received. The City is very fortunate to have a partnership with the chamber.

Mr. Aungst divulged that there will be additions to two current establishments within the City.

Mr. Aungst continued that the Medina County land bank has now been established and will be a wonderful tool for the community in the future.

Mr. Aungst added that, in partnership with Proximity Marketing, the Administration has begun a Brunswick industrial newsletter, focusing on economic developments within the industrial parks, chamber alliance, and Medina County Economic Development Corporation (MCEDC). This will be sent out on a quarterly basis.

Mr. Aungst explained that hiring continues to be a goal for City businesses. Businesses are looking for more unskilled and trainable workers. The City continues to work with MCEDC and other partners on workforce and education. The City is focusing on working with educators within the county to educate students who are not going onto college or technical training on opportunities within Medina County.

These local students are also supported by scholarships. Last year, the Community Forward Fund issued \$17,000 in scholarships to those entering the workforce.

GENERAL DISCUSSION:

Mr. Hanek mentioned that he is interested in learning about the purposes and uses of the land bank.

Mr. Aungst replied that there is a very large drive from the State to have a large majority of community development money go through land banks. Without land banks, the City would be missing out on about \$150 million of opportunity in the State.

Mr. Hanek asked if property acquired by the land bank could be used for broad purposes.

Mr. Aungst answered that the use will depend on where the property is located. The land must still follow the code. The land bank has the ability to remove taxes on a property that has been foreclosed.

Mr. Kuczma inquired about Costa Oil.

Mr. Aungst responded that Costa Oil has not applied for a permit. The property had been vacant for more than four months, making it conditional use. This means that businesses must come to the Planning Commission before utilizing it. The Administration found that Costa Oil had put up signs on the property before applying for permits. After sending notices, the business met with the Division of Planning. The City gave the owner, who has multiple locations of this business across the area, clear directions. However, permits have not been pulled, and rules have not been followed. The company has also opened multiple times without authorization from the City, leading to many notices from the Administration. Mr. Aungst exclaimed that the City would gladly welcome the business. However, the business is not following the rules and processes for opening in the City.

Mr. Kuczma asked about the KFC on Pearl Road.

Mr. Aungst replied that there have been lots of discussions about the business.

Mr. Lambert voiced that Council and the Administration should be unified and maintain the same position that businesses that do not follow the rules of the City cannot do business within the City.

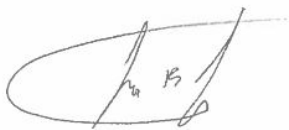
Mr. Delsanter concurred that there was lots of misinformation about this situation on social media, and many members of the City Administration were spoken of untruthfully.

Mr. Aungst added that businesses that have done well in the City follow the rules.

ADJOURNMENT:

Being no further business, Mr. Hanek moved to adjourn at 6:40 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'Brandon Lambert', written over a horizontal line.

Brandon Lambert
Chairman

SAFETY & ENVIRONMENT COMMITTEE

March 11, 2024

IN ATTENDANCE: Chairman Keith Kuczma, Committee Member Kristy Piper, Committee Member Joseph Delsanter, Nicholas Hanek, Brandon Lambert, Tim Smith, Michael Abella Jr., City Manager/Safety Director Carl DeForest, Law Director Dennis Nevar, Service Director Paul Magovac, Police Chief Robert Safran, Clerk of Council Laura Timura, News Media.

The meeting convened at 6:43 p.m.

DISCUSSION ITEMS:

- a) **RES. NO. 24-2024** - An emergency resolution authorizing the City Manager to purchase three (3) 2024 Ford Explorers and one (1) Ford F-150 Truck with police equipment installed for the Division of Police from Montrose Ford in an amount not to exceed \$246,500.00. - **1st Reading** (To be brought from Safety & Environment Committee, *Administration/Robert Safran*)

Chief Safran stated that the resolution is to replace four police vehicles. The resolution is an emergency so that the Division of Police can promptly replace the cars in the midst of supply chain issues.

Mr. Delsanter asked if the vehicles would be bought with state pricing.

Chief Safran replied that they would be. The pricing is through the City's cooperative purchasing agreement with Montrose Ford.

Mr. Kuczma questioned if the vehicles that were being replaced would be auctioned off.

Chief Safran answered that they would be.

Mr. Kuczma inquired if these vehicles were budgeted for.

Chief Safran responded that they were.

Mr. Smith asked how much mileage is on the old vehicles.

Chief Safran explained that unit 8 has just under 90,000 miles with \$19,000 in maintenance costs. Unit 13 has about 86,000 miles with \$20,000 in maintenance costs. Unit 24 has 96,733 miles on it with just under \$19,000 in maintenance costs.

Mrs. Piper moved Resolution Number 24-2024 to tonight's Council Agenda of March 11, 2024, as an emergency with suspension of the rules. Vote – 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mrs. Piper revealed that there were speeding concerns about the Westminster Drive and Buckingham Drive area. She asked if there were any updates from the patrols.

Chief Safran stated that the Division of Police is gathering data from that area through a speed sign and will take action based on the results.

ADJOURNMENT:

Being no further business, Mr. Delsanter moved to adjourn at 6:48 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Keith A. Kuczma". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Keith Kuczma
Chairman

PLANNING & ZONING COMMITTEE

March 11, 2024

IN ATTENDANCE: Chairman Joseph Delsanter, Committee Member Keith Kuczma, Committee Member Brandon Lambert, Nicholas Hanek, Kristy Piper, Michael Abella Jr., Tim Smith, City Manager/Safety Director Carl DeForest, Law Director Dennis Nevar, Community & Economic Development Director Grant Aungst, Service Director Paul Magovac, Police Chief Robert Safran, Clerk of Council Laura Timura, News Media.

The meeting convened at 6:40 p.m.

DISCUSSION ITEMS:

- a) **ORD. NO. 25-2024** - An ordinance rezoning the 5.6140-acre parcel of real property located at 1406 Congressional Avenue and further identified as PPN 003-18C-01-080 from the R-M Medium Density Residential District to the R-L Low Density Residential District. - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

Mr. Aungst explained that this property was a part of The Links development but has since been foreclosed and unoccupied for quite some time. The owner came forward and has worked on this for about two years. He got approval from the Board of Zoning Appeals to allow for drivability onto the property through an easement. The easement was through the Homeowners Association (HOA) due to a retention basin surrounding the property, which disconnects it from roads. The HOA is taking full responsibility for the property's stormwater management, pool, and retention basin. The owner plans to build a single-family home on this land, so it needs to be rezoned.

Mr. Hanek asked how large the future home would be.

Mr. Aungst replied that no final designs have been submitted yet, but the home will add value to the community.

Mr. Lambert moved Ordinance Number 25-2024 to tonight's Council Agenda of March 11, 2024, for three readings. Vote – 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

Being no further business, Mr. Kuczma moved to adjourn at 6:43 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,



Joseph Delsanter
Chairman

PARKS, RECREATION & COMMUNITY COMMITTEE

March 12, 2024

IN ATTENDANCE: Chairwoman Kristy Piper, Committee Member Keith Kuczma, Committee Member Tim Smith, Parks & Recreation Director Taylor Petkovsek, Bryan Keller.

The meeting convened at 6:03 p.m.

DISCUSSION ITEMS:

a) Parks Clean Up – April 20th

Mrs. Piper announced that there will be a parks clean-up event at Pumpkin Ridge Park on April 20, 2024, from 10:00 a.m. to 12:00 p.m.

Mr. Kuczma asked if the trees being planted at the park would interfere with the location of the new playground.

Mrs. Petkovsek answered that the trees would not interfere.

b) City Flag

Mrs. Petkovsek offered that she would like to see the Brunswick logo on the flag with a white background.

Mr. Kuczma suggested incorporating Brunswick Lake in the flag—possibly in front of the logo.

Mrs. Piper stated that she would ask Seth Bender to create several designs with the City logo and Brunswick Lake on various backgrounds. She continued that she would also invite Mr. Bender to the next meeting to present different designs for the flag.

Mrs. Piper indicated that the committee would decide on a flag design at the next meeting.

c) Fishing Derby

Mr. Smith informed that the annual Fishing Derby would be held on May 11, 2024, at Brunswick Lake. The Medina County Parks Department will be stocking the lake in April.

d) Freedom Celebration

Mrs. Petkovsek shared the schedule for the 2024 Brunswick Freedom Celebration. She revealed that fireworks and a performance by Funkology will be on July 3rd. There will be a family movie night on July 5th. The Rick Smith Jr. show, which involves card-throwing tricks, will be on July 6th, and the parade will be on July 7th, starting at 2:00 p.m.

Mrs. Petkovsek noted that Sheila Watson would be coordinating the parade. The Division of Service will put signs up along Route 303 and Route 42 a few days before the event.

e) Summer Music Concert Series

Mrs. Petkovsek shared that she has already received many positive comments about the band lineups and that many recreation center members are pleased to see a concert series planned.

Mr. Keller disclosed that he had contacted all of the bands. He added that he continues to brainstorm ways to involve community businesses in this event, such as having local restaurant coupons for patrons who are attending the concerts.

Mr. Keller inquired about an awning or covering for the outdoor stage in case of inclement weather.

Mrs. Petkovsek replied that she had asked the pool covering company for awning prices. The price was very high, but she stated she would continue looking for roof structure prices.

Mr. Keller continued that the concerts can be moved to the indoor stage if a covering is not feasible.

f) Barbeque

Mrs. Piper shared that she and City Manager Carl DeForest discussed this event. Due to vacation scheduling in the summer, it is not possible to have this event on July 19th.

Mrs. Piper suggested that the event be tabled until the summer of 2025. This way, arrangements can be made with safety forces. A two-day event on July 19, 2025, and July 20, 2025, could also be considered. The event would be catered to local Brunswick restaurants and not limited to barbeque food.

Mr. Kuczma advised connecting a parade to this event.

Mrs. Piper requested that committee members think of a new name for this event.

g) Disc Golf

Mr. Smith mentioned that there are no updates at this time.

Mrs. Petkovsek mentioned that the proposal for the parks master plan has been submitted. She exclaimed that she is excited for the future of the Division of Parks and Recreation.

Mr. Smith offered that a one-day disc golf tournament could be held in the City using temporary disc golf equipment.

GENERAL DISCUSSION:

Mrs. Piper revealed that Lucas Merkel, a resident, sent an email to Council with concerns about discounted recreation center memberships to people who live outside the City.

Mrs. Petkovsek responded that, occasionally, the recreation center offers special membership pricing to groups in the City that have a large number of employees, such as the Medina County Board of Disabilities and Northern Medina County Chamber Alliance. In 2023, three people from the chamber alliance used this promotion. This year, fifteen people have utilized the promotion. Eight of the families are brand-new members of the recreation center. These families reside in Valley City, Wadsworth, Hinckley, and Strongsville.

Mrs. Piper announced that the next Parks, Recreation & Community Committee Meeting would be on April 9th at 6:00 p.m. at the Recreation Center.

ADJOURNMENT:

Being no further business, Mr. Smith moved to adjourn at 6:58 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,



Kristy Piper
Chairwoman



COMMITTEE OF THE WHOLE

March 11, 2024

IN ATTENDANCE: Nicholas Hanek, Joseph Delsanter, Keith Kuczma, Michael Abella Jr., Kristy Piper, Brandon Lambert, Tim Smith, City Manager/Safety Director Carl DeForest, Law Director Dennis Nevar, Service Director Paul Magovac, Police Chief Robert Safran, Clerk of Council Laura Timura, News Media.

The meeting convened at 6:48 p.m.

MOTION ITEMS:

- a) Consider a Motion to authorize the City Manager to enter into agreement with Next Era Energy Services for the natural gas needed for city-owned buildings. The term of the agreement is 24 months and the cost for natural gas is estimated at \$.413 per Ccf. The final rate will be determined at the time of the signing of the proposed agreement. This program is through NOPEC.

Mr. Magovac noted that the City's contract for natural gas expires next month. After receiving four quotes, Next Era Energy offered the best price. The price changes every Monday, so the price will be slightly different when the contract is signed.

Mr. Delsanter moved to authorize the City Manager to enter into agreement with Next Era Energy Services for the natural gas needed for city-owned buildings as referred to on the agenda. Vote – 7 Ayes, 0 Nays.

GENERAL DISCUSSION:

There was none.

EXECUTIVE SESSION:

Mr. Kuczma moved to go into Executive Session to discuss the subject of pending or imminent court action, seconded by Mr. Lambert. Roll Call – Ayes – 7, Mr. Hanek, Mr. Abella, Mr. Lambert, Mr. Delsanter, Mr. Smith, Mr. Kuczma, Mrs. Piper. Nays – 0

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

The Committee-of-the-Whole reconvened.

ADJOURNMENT:

Being no further business, Mrs. Piper moved to adjourn the Committee-of-the-Whole Meeting at 6:54 p.m. Vote – 7 Ayes, 0 Nays.

Submitted Respectfully,

Irene Jayapandian
Assistant Clerk of Council

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 3/25/2024

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. - **3rd Reading** (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](https://ohiobuys.ohio.gov/page.aspx/en/usr/login?ReturnUrl=%2fpage.aspx%2fen%2fbuy%2fhomepag<u>e</u>)

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 confidentiality 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 $\frac{3}{4}$ 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

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

PROPOSED LEGISLATION



DATE: 3/25/2024

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. 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. - **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: In order to be consistent with the location of vape and smoke shops in other zoning districts in the City of Brunswick, vape and smoke shops, which shall be permitted as a conditionally permitted use subject to the provisions of Chapter 1274, shall not be permitted within 3,500 feet of any parcel or unified site within or outside of the City of Brunswick corporate boundaries upon which any religious institution, educational institution or city park is located, which shall be measured from the nearest point of the parcel on which the vape/smoke shop is located to the nearest property line of any religious institution, educational institution or city park.

PURPOSE AND EXPLANATION: The proposed amendment will make the location of vape and smoke shops consistent with other zoning districts in the City of Brunswick.

IMPLEMENTATION SCHEDULE: First reading on February 12, 2024, then refer to the Planning Commission for a public hearing.

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. 11-2024

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

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.

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

SECTION 1: That Section A(18) of General Requirements is hereby amended to read as follows:

“(18) Vape and smoke shops, which shall be permitted as a conditionally permitted use subject to the provisions of Chapter 1274, shall not be permitted within ~~one thousand (1,000) feet of~~ 3,500 feet of any parcel or unified site within or outside of the City of Brunswick corporate boundaries upon which any of the following are located, which shall be measured from the nearest point of the parcel on which the vape/smoke shop is located to the nearest property line upon which any of the following are located:

- (1) A church, synagogue, mosque, temple or building which is used primarily for religious worship and related religious activities.
- (2) A public or private educational facility, including, without limitation, child care facilities, nursery schools, pre-schools, kindergartens, elementary schools, private schools, intermediate schools, junior high schools, middle schools, high schools, vocational schools, secondary schools, junior colleges and universities, trade schools, tutorial services and commercial learning centers. ~~School includes the school grounds, but does not include facilities used primarily for another purpose and only incidentally as a school.~~
- (3) A playground that is open to the public or a City park.”

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

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

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura, CMC

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 3/25/2024

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. 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. - **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: In order to be consistent with the location of vape and smoke shops in other zoning districts in the City of Brunswick , Section A(3) of the Brunswick Town Center SPD-2 Southeast Neighborhood Design Guidelines has been amended as follows: “Conditional Uses. Home occupations, hotels, vape and smoke shops, and tattoo and body piercing parlors as conditional uses, subject to Section 1274.09. **Vape and smoke shops shall not be permitted within 3,500 feet of any parcel or unified site within or outside of the City of Brunswick corporate boundaries upon which any religious institution, educational institution or city park is located, which shall be measured from the nearest point of the parcel on which the vape/smoke shop is located to the nearest property line upon which any religious institution, educational institution or city park is located.**”

-

PURPOSE AND EXPLANATION: The proposed amendment will make the location of vape and smoke shops in Brunswick Town Center SPD-2 Southeast Neighborhood consistent with other zoning districts in the City of Brunswick.

IMPLEMENTATION SCHEDULE: First reading on February 12, 2024, refer back to the Planning Commission for a public hearing.

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:**

1
CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 12-2024

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

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.

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

SECTION 1: That Section A(3) of the General Requirements shall be amended to read as follows:

“Conditional Uses. Home occupations, hotels, vape and smoke shops, and tattoo and body piercing parlors as conditional uses, subject to Section 1274.09. **Vape and smoke shops shall not be permitted within 3,500 feet of any parcel or unified site within or outside of the City of Brunswick corporate boundaries upon which any of the following are located, which shall be measured from the nearest point of the parcel on which the vape/smoke shop is located to the nearest property line upon which any of the following are located:**

(1) A church, synagogue, mosque, temple or building which is used primarily for religious worship and related religious activities.

(2) A public or private educational facility, including, without limitation, child care facilities, nursery schools, pre-schools, kindergartens, elementary schools, private schools, intermediate schools, junior high schools, middle schools, high schools, vocational schools, secondary schools, junior colleges and universities, trade schools, tutorial services and commercial learning centers.

(3) A playground that is open to the public or a City park.”

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

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____

Clerk of Council
Laura E. Timura, CMC

PROPOSED LEGISLATION



DATE: 3/25/2024

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. 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. - **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: Section 1256.04(m) of the Codified Ordinances is hereby amended to read as follows:

Vape and smoke shops shall not be permitted within 3,500 feet of any parcel or unified site within or outside of the City of Brunswick corporate boundaries upon which any of the following are located, which shall be measured from the nearest point of the parcel on which the vape/smoke shop is located to the nearest property line upon which any religious institution, educational institution or city park is located.

PURPOSE AND EXPLANATION: The proposed amendment will make the location of vape and smoke shops in the C-N Neighborhood Commercial District consistent with other zoning districts in the City of Brunswick.

IMPLEMENTATION SCHEDULE: First reading on February 12, 2024; refer back to the Planning Commission for a public hearing.

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. 13-2024

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

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.

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

SECTION 1: That Section 1256.04(m) of the Codified Ordinances is hereby amended to read as follows:

“(m) Vape and smoke shops shall not be permitted within 3,500 feet of any parcel or unified site within or outside of the City of Brunswick corporate boundaries upon which any of the following are located, which shall be measured from the nearest point of the parcel on which the vape/smoke shop is located to the nearest property line upon which any of the following are located, which shall not be permitted within one thousand (1,000) feet of:

- (1) A church, synagogue, mosque, temple or building which is used primarily for religious worship and related religious activities.
- (2) A public or private educational facility, including, without limitation, child care facilities, nursery schools, pre-schools, kindergartens, elementary schools, private schools, intermediate schools, junior high schools, middle schools, high schools, vocational schools, secondary schools, junior colleges and universities, trade schools, tutorial services and commercial learning centers. ~~School includes the school grounds, but does not include facilities used primarily for another purpose and only incidentally as a school.~~
- (3) A playground that is open to the public or City park.”

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

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____

Clerk of Council
Laura E. Timura, CMC

PROPOSED LEGISLATION



DATE: 3/25/2024

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. 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. - **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: That Section A(9) of General Requirements shall be amended to read as follows:

“(9) Vape and smoke shops, which shall be permitted as a conditionally permitted use subject to the provisions of Chapter 1274, shall not be permitted within 3,500 feet of any parcel or unified site within or outside of the City of Brunswick corporate boundaries upon which any religious institution, educational institution, or city park is located, which shall be measured from the nearest point of the parcel on which the vape/smoke shop is located to the nearest property line upon which any religious institution, educational institution, or city park is located.”

PURPOSE AND EXPLANATION: The proposed amendment will make the location of vape and smoke shops in the Northwest Neighborhood of Brunswick Town Center SPD-2 consistent with other zoning districts in the City of Brunswick.

IMPLEMENTATION SCHEDULE: First reading on February 12, 2024; refer back to the Planning Commission for a public hearing.

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:**

1
CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 14-2024

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

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.

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

SECTION 1: That Section A(9) of General Requirements shall be amended to read as follows:

“(9) Vape and smoke shops, which shall be permitted as a conditionally permitted use subject to the provisions of Chapter 1274, shall not be permitted within 3,500 feet of any parcel or unified site within or outside of the City of Brunswick corporate boundaries upon which any of the following are located, which shall be measured from the nearest point of the parcel on which the vape/smoke shop is located to the nearest property line upon which any of the following are located:

(1) A church, synagogue, mosque, temple or building which is used primarily for religious worship and related religious activities.

(2) A public or private educational facility, including, without limitation, child care facilities, nursery schools, pre-schools, kindergartens, elementary schools, private schools, intermediate schools, junior high schools, middle schools, high schools, vocational schools, secondary schools, junior colleges and universities, trade schools, tutorial services and commercial learning centers.

(3) A playground that is open to the public or a City park.”

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

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____

AYES _____ NAYS _____

ATTEST: _____

Clerk of Council
Laura E. Timura, CMC

PROPOSED LEGISLATION



DATE: 3/25/2024

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. 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". - **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: Section 1242.02(32.1) of the Codified Ordinances of the City of Brunswick has been created to establish a definition of an "electronic smoking device"; and Section 1242.02(84.1) has been created to establish a definition of "tobacco products".

PURPOSE AND EXPLANATION: Definitions of "electronic smoking device" and "tobacco products" are necessary.

IMPLEMENTATION SCHEDULE: First reading on February 12, 2024; then refer back to the Planning Commission for a public hearing.

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. 17-2024

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

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”.

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

SECTION 1: That Section 1242.02(32.1) of the Codified Ordinances is hereby established to read as follows:

“(32.1) Electronic Smoking Device: 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.”

SECTION 2: That Section 1242.02(84.1) of the Codified Ordinances is hereby established to read as follows:

“(84.1) Tobacco Products: (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; and (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 Products do 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.”

SECTION 3: 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

PROPOSED LEGISLATION



DATE: 3/25/2024

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. 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.- **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: Section 1274.17 of the Codified Ordinances has been established to create additional conditional use standards for vape and smoke shops.

PURPOSE AND EXPLANATION: -
Vape and smoke shops are conditionally permitted uses in specified Zoning Districts in the City, as same may be amended from time to time. In addition to the specific requirements contained in the Zoning Code for each specified Zoning District, vape and smoke shops are subject to the specific provisions of Chapter 1274 and the provisions created in this ordinance.

IMPLEMENTATION SCHEDULE: First reading on February 12, 2024; then refer back to the Planning Commission for a public hearing.

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. 18-2024

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

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.

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

SECTION 1: That Section 1274.17 of the Codified Ordinances is hereby established to read as follows:

“1274.17 Additional Conditional Use Standards for Vape and Smoke Shops.

Vape and smoke shops are conditionally permitted uses in specified Zoning Districts in the City, as same may be amended from time to time. In addition to the specific requirements contained in the Zoning Code for each specified Zoning District, vape and smoke shops are subject to the specific provisions of this Chapter 1274 and the provisions below:

- (a) No vape/smoke shop shall be permitted to be located within 1,000 feet of any existing vape/smoke shop, as measured from the nearest property lines of each respective property and/or unified site. This restriction does not apply to any vape/smoke shop that is currently operating in accordance with all applicable law as of the effective date of this Ordinance.
- (b) Any Conditional Use Permit issued pursuant to this Chapter shall be valid only with respect to the person/entity and location for which same was issued. The transfer of any Conditional Use Permit issues pursuant to this Chapter is prohibited.
- (c) Any Conditional Use Permit issued shall be revoked and the person/entity and location for which same was issued shall be prohibited from applying for or being issued a new Conditional Use Permit for a period of one (1) year from the date of revocation consistent with the penalty provisions contained in Section 636.19.”

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

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

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
 Clerk of Council
 Laura E. Timura, CMC

PROPOSED LEGISLATION



DATE: 3/25/2024

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. 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. - **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: Section 1242.02(94) of the Codified Ordinances is hereby amended to read as follows:

“(94) Vape and Smoke Shop: A retail establishment that offers Electronic Smoking Devices and/or Tobacco Products for retail sale.”

PURPOSE AND EXPLANATION: To be consistent with other proposed legislation regarding electronic smoking devices and/or tobacco products for retail sale, an amendment to Section 1242.02(94) is necessary.

IMPLEMENTATION SCHEDULE: First reading on February 12, 2024; then refer back to the Planning Commission for a public hearing.

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:**

ORDINANCE NO. 19-2024 _____

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

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.

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

SECTION 1: That Section 1242.02(94) of the Codified Ordinances are hereby amended to read as follows:

“(94) Vape and Smoke Shop: A retail establishment that ~~derives more than fifty percent (50%) of its gross revenue from the sale of electronic cigarettes or similar devices, cigars, cigarettes, pipes, or other smoking devices for burning tobacco and related smoking accessories and in which the sale of other products is merely incidental.~~offers Electronic Smoking Devices and/or Tobacco Products for retail sale.”

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

PASSED: 1st Reading

2nd Reading

3rd Reading _____

ADOPTED: _____ AYES
 _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura, CMC

PROPOSED LEGISLATION



DATE: 3/25/2024

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. 25-2024** - An ordinance rezoning the 5.6140-acre parcel of real property located at 1406 Congressional Avenue and further identified as PPN 003-18C-01-080 from the R-M Medium Density Residential District to the R-L Low Density Residential District. - **2nd Reading** (Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: On March 7, 2024, the Planning Commission voted to recommend approval to City Council of the proposed rezoning of the Property from the R-M Medium Density Residential District to the R-L Low Density Residential District to allow for development with a single-family residence.

PURPOSE AND EXPLANATION: The Board of Zoning Appeals, at their meeting on October 16, 2023, granted a variance to allow a residential house to be constructed on the subject property without having frontage on a public street, as required by Section 1280.01(d) of the Zoning Code. Granting of this variance was contingent upon an easement that was obtained from The Fairways Homeowners Association to provide frontage for the residential driveway to a public street. In return, a maintenance/utility easement was granted to The Fairways HOA by the property owner (see attached Exhibit "A").

IMPLEMENTATION SCHEDULE: 1st Reading on March 11, 2024.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

One Reading	No
Two Readings	No
Three Readings	Yes

Emergency	No
Suspension of Rules	No

If emergency or suspension of the rules, why the request?
Recommend Approval.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 25-2024

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

AN ORDINANCE REZONING THE 5.6140 ACRE PARCEL OF REAL PROPERTY LOCATED AT 1406 CONGRESSIONAL AVENUE AND FURTHER IDENTIFIED AS PPN 003-18C-01-080 FROM THE R-M MEDIUM DENSITY RESIDENTIAL DISTRICT TO THE R-L LOW DENSITY RESIDENTIAL DISTRICT.

WHEREAS: Upon application of the property owner to rezone the 5.6140-acre parcel of real property located at 1406 Congressional Avenue and further identified as PPN 003-18C-01-080 (the "Property") from the R-M Medium Density Residential District to the R-L Low Density Residential District, on March 7, 2024, the Planning Commission held a public hearing on the requested rezoning; and

WHEREAS: On March 7, 2024, the Planning Commission voted to recommend approval to City Council of the proposed rezoning of the Property from the R-M Medium Density Residential District to the R-L Low Density Residential District to allow for development with a single-family residence.

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

SECTION 1: That upon application of the property owner, the 5.6140-acre parcel of real property located at 1406 Congressional Avenue and further identified as PPN 003-18C-01-080 is hereby rezoned from the R-M Medium Density Residential District to the R-L Low Density Residential District.

SECTION 2: Upon the effective date of this Ordinance, the City Engineer shall cause the Official Zoning Map of the City of Brunswick to be revised to reflect such rezoning.

SECTION 3: 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

PLANNING COMMISSION

MEMORANDUM

DATE: March 8, 2024

TO: City Council
Carl S. DeForest, City Manager

FROM: Jennie Lods, Planning & Zoning Coordinator J.L.

SUBJECT: Ordinance No. 25-2024
Rezoning of 1406 Congressional Avenue

The Planning Commission, at their meeting on March 7, 2024, voted to recommend approval to City Council of Ordinance No. 25-2024 regarding the proposed rezoning of 1406 Congressional Avenue from the R-M Medium Density Residential District to the R-L Low Density Residential District.

c: Grant Aungst, Community & Economic Dev. Director
Ken Fisher, Law Director
Matt Jones, Consulting City Engineer
James Urankar, Chief Building Official

PROPOSED LEGISLATION



DATE: 3/25/2024

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 26-2024** - An emergency resolution authorizing the City Manager to execute all necessary documents to accept the 2024 Energized Community Grant from NOPEC in the amount of \$80,991.00. - **1st Reading** (To be brought from Economic Development Committee, *Administration/Grant Aungst*)

BACKGROUND: NOPEC has made available to all of the communities that participate with NOPEC a grant to implement energy efficiency or energy infrastructure projects that will benefit the community. This grant program is the seventh year of available grants. The 2018 grant was approved by Resolution 94-18; the 2019 grant was approved by Resolution 17-19; the 2020 grant was approved by Resolution 4-20; the 2021 grant was approved by Resolution 4-21; the 2022 grant was approved by Resolution 7-22, and the 2023 grant was approved by Resolution 25-2023.

PURPOSE AND EXPLANATION: The purpose of this grant is to allow for the improvement/upgrade of infrastructure to provide energy efficiencies.

IMPLEMENTATION SCHEDULE: Immediately at March 25, 2024 meeting.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The 2024 Energized Community Grant from NOPEC is in the amount of \$80,991.00. Eligible grant expenditures are to be charged to acct# 336-2024-56800.

RECOMMENDED ACTION:

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

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

That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason to allow for receipt of grant funds as soon as possible to allow for the improvements/upgrade of infrastructure to provide energy efficiencies. 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.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 26-2024

BY: Mr. Lambert, Mr. Hanek, and Mr. Smith

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS TO ACCEPT THE 2024 ENERGIZED COMMUNITY GRANT FROM NOPEC IN THE AMOUNT OF \$80,991.00.

WHEREAS: NOPEC has made a grant available to all participating communities to implement energy efficiency or energy infrastructure projects through the 2024 Energized Community Grant Program.

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

SECTION 1: The City Manager is hereby authorized, upon approval of the Law Director, to execute all necessary documents to accept the 2024 Energized Community Grant from NOPEC in the amount of \$80,991.00 to implement energy efficiency or energy infrastructure projects in the City.

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 to allow for receipt of grant funds as soon as possible to allow for the improvement/upgrade of infrastructure to provide energy efficiencies. 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, CMC

NOPEC Energized Community (NEC) Grant

The **NOPEC Energized Community (NEC) Grant Program** provides grants to NOPEC member communities for energy-related projects. Established by NOPEC Inc. and NextEra Energy, the primary goal of providing funds is to help implement energy savings or energy infrastructure measures.



Ideas for 2024 Grant Projects

Grants can be used for **government, residential, and commercial properties**. Here are some examples of what you can do with your grant dollars:

- Lease or purchase of plug-electric vehicles
- Traffic signal upgrades
- Energy-efficient windows
- Solar-powered LED stop signs
- Energy-efficient air conditioner
- Tree canopy restoration
- Electrical upgrades
- Generators
- Door replacement
- LED lighting upgrades
- Service garage insulation
- Energy-efficient metal roof system
- Installation of radius ceiling fans
- Energy efficient kitchen appliances

Secure Your Grant Dollars

Step 1: Submit Profile at nopecgrants.org — Due by June 30th, 2024

- A.** Accept funds by passing community legislation
- B.** Complete grant agreement

Step 2: Draw Funds — Due by November 30th, 2026

- A.** Submit disbursement requests



Questions?

Contact Jessica Renner, Community Investment Manager, at grants@nopecinc.org



DR. WILLIAM KOONS
Chairman

CHUCK KEIPER
Executive Director

BOARD OF DIRECTORS

DAVID SCHEFFLER
Central Ohio

JOHN ZEHENTBAUER
Columbiana County

GEORGINE WELO
Cuyahoga County

WILLIAM KOONS
Geauga County

G. STUART O'HARA
Huron County

HOLLIE BARTONE
Lake County

DAVE LESHINSKI
Lorain County

LISA BALSINGER
Mahoning County

GRANT AUNGST
Medina County

MICKEY MAROZZI
Portage County

ANDREW SMALLSTEY
Richland County

AARON MONTZ
Seneca County

NICK MOLNAR
Summit County

DOUG FRANKLIN
Trumbull County

January 17, 2024

City Manager DeForest
Brunswick
4095 Center Road
Brunswick, OH 44212

RE: IMPORTANT INFORMATION ABOUT YOUR COMMUNITY'S NOPEC GRANTS

Dear City Manager DeForest:

Congratulations! Brunswick has been awarded a NOPEC Energized Community (NEC) grant of \$80,991 for 2024. NOPEC* and our supply partner NextEra Energy value your community's membership and are awarding this grant to help your community to continue your energy efficiency projects to achieve future savings on your utility bills. Please accept your 2024 NEC Grant award by completing your community profile by June 30, 2024.

Please note important disbursement-related dates below:

Year	Amount	Available for Disbursement	Deadline to Disburse
2022 Balance	\$0	Available Now	November 30, 2024
2023 Balance	\$79,385	Available Now	November 30, 2025
2024 Award	\$80,991	Available when 2024 Profile is approved	November 30, 2026

Later this month, you'll receive an e-mail with detailed instructions on how to access your community's grant information. NOPEC's Community Investment Manager, Jessica Renner, is available by email at grants@nopecinc.org or by phone at 440-249-7072.

We look forward to working with you!

Sincerely,

Chuck Keiper
Executive Director

*The NEC grant program is funded and administered by NOPEC, Inc., under agreement with Northeast Ohio Public Energy Council (NOPEC).

PROPOSED LEGISLATION



DATE: 3/25/2024

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Robert Safran

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 27-2024** - An emergency resolution authorizing the City Manager to enter into a three (3) year agreement with Total Performance Service Inc. for the provision of vehicle maintenance for the Division of Police per submitted bid prices. - **1st Reading** (To be brought from Safety & Environment Committee, *Administration/Robert Safran*)

BACKGROUND: An emergency resolution authorizing the City Manager to enter into a (3) three-year agreement with Total Performance Services Inc. for the provision of vehicle maintenance for the Division of Police.

PURPOSE AND EXPLANATION: Following a public bidding process for police vehicle repair and maintenance, the lowest and most cost effective bidder was Total Performance Service Inc. We are seeking approval to enter into a new (3) three-year contract for this service.

IMPLEMENTATION SCHEDULE: After three (3) readings and Council approval, we are requesting this as an emergency so that the maintenance contract will continue after the current contract expires on June 8, 2024.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The cost of this contract will be variable and will be based on the amount of and type of service provided. Cost for services are limited to sufficient council appropriations and future certified purchase order amounts pursuant to O.R.C. 5705.41 D. Authorized expenses are expected to be posted to the Police Fund #114 - Account#114-0520-54243.

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?

After three (3) readings and Council approval, we are requesting this as an emergency so that the maintenance contract will continue after the current contract expires on June 8, 2024.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 27-2024

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

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH TOTAL PERFORMANCE SERVICE INC. FOR THE PROVISION OF VEHICLE MAINTENANCE FOR THE DIVISION OF POLICE PER SUBMITTED BID PRICES.

WHEREAS: The City of Brunswick received two (2) bids for the provision of vehicle maintenance for the Division of Police in accordance with public bidding requirements; and

WHEREAS: The two (2) public bids were opened on March 12, 2024, with Total Performance Service 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 Total Performance Service Inc. for the provision of vehicle maintenance for the Division of Police per submitted bid prices and subject to annual appropriations from City Council as required by law.

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 as the existing vehicle maintenance agreement expires on June 8, 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

PROPOSED LEGISLATION



DATE: 3/25/2024

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 28-2024** - An emergency resolution appointing City of Brunswick Community & Economic Development Director Grant Aungst to the Medina County Land Reutilization Corporation's Board of Directors. - **1st Reading** (To be brought from Economic Development Committee, *Administration/Grant Aungst*)

BACKGROUND: On or about March 8, 2024, the Medina County Land Reutilization Corporation (the "MCLRC"), an Ohio non-profit corporation, was organized and established with the Ohio Secretary of State pursuant to the provisions of Ohio Revised Code Chapter 1724. Ohio Revised Code Section 1724.03(B) provides that one (1) representative of the largest municipal corporation located in the County, based on the population according to the most recent federal decennial census, shall be appointed as a Member of the Board of Directors of the MCLRC.

PURPOSE AND EXPLANATION: City of Brunswick Charter Section 6.01(b) provides that: "Except as otherwise required by Ohio statutory law, all members of City and non-City boards and commissions shall be appointed by the Mayor with confirmation by the majority of the members of Council." Pursuant to City of Brunswick Charter Section 6.01(b), Mayor Falconi has recommended the appointment of City of Brunswick Community & Economic Development Director Grant Aungst to the MCLRC's Board of Directors, subject to confirmation by the majority of the Members of this Council.

IMPLEMENTATION SCHEDULE: One reading, emergency with suspension of the rules.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

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

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

That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary to allow for the Board of Directors of the MCLRC to proceed with a meeting for the adoption of necessary regulations governing the MCLRC, the conduct of its affairs and the management of its property as required by law. 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.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 28-2024

BY: Mr. Lambert, Mr. Hanek, and Mr. Smith

AN EMERGENCY RESOLUTION APPOINTING CITY OF BRUNSWICK
COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR GRANT AUNGST TO
THE MEDINA COUNTY LAND REUTILIZATION CORPORATION'S BOARD OF
DIRECTORS.

WHEREAS: On or about March 8, 2024, the Medina County Land Reutilization Corporation (the "MCLRC"), an Ohio non-profit corporation, was organized and established with the Ohio Secretary of State pursuant to the provisions of Ohio Revised Code Chapter 1724.

WHEREAS: Ohio Revised Code Section 1724.03(B) provides that one (1) representative of the largest municipal corporation located in the County, based on the population according to the most recent federal decennial census, shall be appointed as a Member of the Board of Directors of the MCLRC.

WHEREAS: The City of Brunswick is the largest municipal corporation in Medina County according to the most recent federal decennial census.

WHEREAS: City of Brunswick Charter Section 6.01(b) provides that: "Except as otherwise required by Ohio statutory law, all members of City and non-City boards and commissions shall be appointed by the Mayor with confirmation by the majority of the members of Council."

WHEREAS: Pursuant to City of Brunswick Charter Section 6.01(b), Mayor Falconi has recommended the appointment of City of Brunswick Community & Economic Development Director Grant Aungst to the MCLRC's Board of Directors, subject to confirmation by the majority of the Members of this Council.

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

SECTION 1: That pursuant to City of Brunswick Charter Section 6.01(b) and Ohio Revised Code Section 1724.03(B), this Council hereby confirms the recommendation of Mayor Falconi to appoint City of Brunswick Community & Economic Development Director Grant Aungst to the MCLRC's Board of Directors.

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 allow for the Board of Directors of the MCLRC to proceed with a meeting for the adoption of necessary regulations governing the MCLRC, the conduct of its affairs and the management of its property as required by law. 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, CMC

PROPOSED LEGISLATION



DATE: 3/25/2024

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Robert Safran

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 29-2024** - A resolution authorizing the City Manager to enter into a service agreement with Flock Safety for the provision of ten (10) safety cameras in the City in an amount not to exceed \$30,000.00. - **1st Reading** (To be brought from Safety & Environment Committee, *Administration/Robert Safran*)

BACKGROUND: The Division of Police requests to enter into an agreement with Flock Safety regarding the services of (10) ten safety cameras strategically deployed throughout the city.

PURPOSE AND EXPLANATION: The cameras will assist in crime prevention and investigations. They will also assist in helping to locate missing and wanted persons, as well as stolen vehicles.

IMPLEMENTATION SCHEDULE: As soon as possible.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The cost of the contracted services of \$30,000 for the period of July 1, 2024, through June 30, 2025, will be charged to Acct#114-0520-54253. Since this agreement will extend 6 months into 2025 along with a \$5,000 price increase from the initial contract, the City and the Division of Police will plan to approach City Council to increase the appropriations for acct#114-0520-54253 by an additional \$17,500. This is because the original 2024 budget for this account# did not take into account any carryover expenses for 2025 for this contract nor did it include a price increase for this contract. Account#114-0520-54253 currently has enough funds to cover because various other contracts budgeted are not expected to be executed until later in the year. As a result, it is not an emergency to present a separate piece of legislation to amend the budget at this time. However, this request is expected to be included in the upcoming 2nd quarter budget amendment legislation to maintain the operations and contracts of the Division of Police without interruption.

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:**

Technology and services provided by Flock Safety cameras are proprietary. See attached sole source letter.

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 29-2024

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

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT WITH FLOCK SAFETY FOR THE PROVISION OF TEN (10) SAFETY CAMERAS IN THE CITY IN AN AMOUNT NOT TO EXCEED \$30,000.00.

WHEREAS: Flock Safety has installed ten (10) safety cameras in strategic locations in the City to assist in crime prevention and investigations by the Division of Police.

WHEREAS: The Flock Safety cameras are proprietary in nature and unique to Flock Safety and therefore not subject to competitive bidding.

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 Service Agreement with Flock Safety for the provision of ten (10) safety cameras in strategic locations in the City to assist in crime prevention and investigations by the Division of Police in an amount not to exceed \$30,000.00.

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

flock safety

Sole Source Letter for Flock Safety ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Vehicle Fingerprint Technology:

- Patented proprietary machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
- Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
- Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
- Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo

2. Integrated Cloud-Software & Hardware Platform:

- Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
- Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
- Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
- Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
- Utilizes motion capture to start and stop recording without the need for a reflective plate
- Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
- On device machine processing to limit LTE bandwidth consumption
- Cloud storage of footage

flock safety

- Covert industrial design for minimizing visual pollution
- 3. Transparency & Ethical Product Design:
 - One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
 - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
 - Privacy controls to enable certain vehicles to “opt-out” of being captured
- 4. Integrated Audio & Gunshot Detection:
 - Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)
- 5. Partnerships:
 - Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
 - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon’s Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety’s Falcon cameras
 - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost
- 6. Warranty & Service:
 - Lifetime maintenance and support included in subscription price
 - Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
 - Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,



Garrett Langley CEO, Flock Safety