



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
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Administration Representatives

MAY 13, 2024

1. Prayer and Pledge of Allegiance
2. Roll Call of Members
3. Correspondence
4. Approval of Regular Council Meeting Minutes dated April 22, 2024.
5. Mayor's Report:
 - (a) Mayor's Court Financial Report for the month ending April 2024 will be posted on the website and added to the minutes for the record.
 - (b) Proclamation in recognition of Gold Award recipient Jodie Hellickson
 - (c) Proclamation in recognition of Eagle Scout Austin Kennedy
 - (d) Proclamation in recognition of Safety Month
 - (e) Mayor's recommendation to reappoint Hope Zakany to the Juvenile Diversion Board
 - (f) Mayor's recommendation to reappoint Jessie Knight to the Juvenile Diversion Board
 - (g) Mayor's Update
6. Clerk of Council's Report
7. Council Committee Reports:

Economic Development Committee.....Mr. Lambert
Economic Development Committee Minutes dated April 22, 2024

Services, Utilities, Technology & Cable Committee.....Mr. Smith
Services, Utilities, Technology & Cable Committee Minutes dated April 22, 2024

Finance Committee.....Mr. Hanek
Finance Committee Minutes dated April 22, 2024

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

Safety & Environment Committee Minutes dated April 22, 2024

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

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

Building & Building Code Committee.....Mr. Abella

8. Other Committees, Boards and Commissions

(a) Committee-of-the-Whole Minutes dated April 22, 2024

9. Petitions from the Public on Legislation

10. Reading of Legislation and Action on Legislation:

a. 3rd Reading(s)

b. 2nd Reading(s)

ORD. NO. 37-2024 - An ordinance establishing Section 642.29 of the City of Brunswick Codified Ordinances prohibiting camping upon public property. - **2nd Reading** (Safety & Environment Committee, *Administration/Dennis Nevar*)

RES. NO. 41-2024 - A resolution to provide for the allocation of permissive motor vehicle registration license tax receipts. - **2nd Reading** (Finance Committee, *Administration/Todd Fischer*)

c. 1st Reading(s)

ORD. NO. 46-2024 - An emergency ordinance extending a temporary moratorium on the issuance of building permits and/or certificates of occupancy for any building, structure, use or change of use that would enable the cultivation, processing or retail sale of recreational marijuana to allow the City Administration, Council and Planning Commission an opportunity to review applicable law and to consider possible amendments to the Brunswick Zoning Code. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Dennis Nevar*)

RES. NO. 47-2024 - An emergency resolution authorizing the City Manager to enter into an agreement with Designing Local, LTD for the preparation of a Parks & Recreation Master Plan in an amount not to exceed \$79,700.00. - **1st Reading** (To be brought from Parks, Recreation & Community Committee, *Administration/Carl DeForest and Taylor Petkovsek*)

ORD. NO. 48-2024 - An emergency ordinance authorizing and adopting the proposed tax budget for the City of Brunswick, Ohio for the year beginning January 1, 2025 through December 31, 2025. - **1st Reading** (To be brought from Finance Committee, *Administration/Todd Fischer*)

ORD. NO. 49-2024 - An emergency ordinance to transfer and advance funds. - **1st Reading** (To be brought from Finance Committee, *Administration/Todd Fischer*)

RES. NO. 50-2024 - An emergency resolution authorizing the City Manager to enter into an agreement with Roetzel Consulting Solutions for the preparation of a Planning & Zoning Code update in an amount not to exceed \$98,600.00 - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

RES. NO. 51-2024 - An emergency resolution authorizing the City Manager and City Engineer to submit a Program Year 2024 Community Development Block Grant application for the Randall-Sheri-Rose Improvement Project. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

RES. NO. 52-2024 - An emergency resolution authorizing the City Manager to enter into an agreement with the Medina County Commissioners and Specialized Construction, Inc. for the construction of the McKinley-Garfield Resurfacing Project in an amount not to exceed \$119,650.00. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

RES. NO. 53-2024 - An emergency resolution authorizing the City Manager to enter into an agreement with Marks Construction, Inc. for the construction of the Plum Creek Greenway Phase 3 Project in an amount not to exceed \$962,758.25. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Matt Jones*)

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

ECONOMIC DEVELOPMENT COMMITTEE

April 22, 2024

IN ATTENDANCE: Chairman Brandon Lambert, Committee Member Tim Smith, Committee Member Nicholas Hanek, Keith Kuczma, Kristy Piper, Joseph Delsanter, City Manager/Safety Director Carl DeForest, Law Director Dennis Nevar, Community & Economic Development Director Grant Aungst, Service Director Paul Magovac, Finance Director Todd Fischer, Fire Chief Greg Glauner, Information Technology & Security Officer Rob Marok, Clerk of Council Laura Timura, News Media.

The meeting convened at 5:35 p.m.

DISCUSSION ITEMS:

a) Economic Development Update

Mr. Aungst revealed that the City is still seeing a busy market, especially in commercial industrial industries. Residential interest remains stable, even with the current housing rates.

Mr. Aungst continued that Market 42 is beginning construction. They have also been approved for an outside farmer's market. Sunbelt Commercial is moving quickly in the industrial area. Cool Beans Café has been approved and will be starting construction on Pearl Road soon. Brunswick High School remains a key focus as it will be a \$103 million development. It will be a key center for the entire area. The high school will be built for the 21st century in terms of the classrooms. Mapleside Farms is working on internal improvements and a master plan for the property. The plan will be presented to the Planning Commission in the next few meetings.

Mr. Aungst disclosed that the Medina County Land Bank is now official and running. He thanked Mayor Falconi for his support and noted that Steve Hambley is the Chair, with Aaron Harrison as the Vice Chair. John Burke is the Treasurer. Mr. Aungst also stated that he is on the Board of Directors of the land bank. Mr. Aungst continued that the land bank will allow the City to go after large grant dollars from the State. The land bank has much better control of certain properties.

Mr. Aungst continued that the Administration is continuing to move forward on the Medina County Convention Visitor Bureau (CVB). Another bureau approached the most recent CVB Director, so the board will now have an interim director and look to install that person if they perform well.

Mr. Aungst relayed that the County Forward Fund (CFF) continues to move forward with workforce development by helping students learn about careers in the community that require trade skills for lifelong opportunities. Twenty-two students who have gone through the program and been awarded scholarships are now working in Medina County.

Mr. Aungst mentioned that businesses in the City continue to look for entry-level team members. Many businesses are trying to determine how to grow on the property they have.

Mr. Aungst explained that the Energy Special Improvement District (ESID) in Brunswick and Medina is gaining traction. The ESID allows an applicant to acquire financing and apply for Property Assessed Clean Energy (PACE) loans. PACE loans provide an opportunity to get loans that do not go on the books of businesses and stay with the property.

Mr. Aungst disclosed that Tru-Cut Saw was approved for a 7,000-square-foot expansion of their manufacturing facility. Panda Express will be at the next Planning Commission Meeting.

Mr. Aungst announced that the Administration will be offering a session on planning and zoning to the City's internal leadership team and Council in early to mid June. This session will cover how and why planning works and different areas within planning, such as Special Planning Districts. The session will be led by Mr. Aungst and Assistant Law Director Santo Incorvaia.

Mr. Aungst divulged that Jose Delgado from NOPEC will be at the Committee-of-the-Whole meeting on May 13th to discuss gas and opportunities for the City's residents similar to the electric program the City is currently utilizing.

Mr. Aungst continued that Mission BBQ and First Watch are in the final stages of construction. The target opening is in one to two months so that they will be open for May or June.

Mr. Smith asked if there was any idea of what the new high school classrooms would look like.

Mr. Aungst replied that the classrooms would look similar to Brunswick Middle School. They will be high-tech so that students will be prepared for the job sphere after high school.

Mr. Kuczma asked about the Mission BBQ site and the pipes surrounded by foam.

Mr. Aungst responded that the foam will be cut off and the pipes will be painted.

GENERAL DISCUSSION:

There was none.

ADJOURNMENT:

Being no further business, Mr. Smith moved to adjourn at 5:42 p.m. Vote – 3 Ayes, 0 Nays.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'Brandon Lambert', enclosed within a hand-drawn oval.

Brandon Lambert
Chairman

SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

April 22, 2024

IN ATTENDANCE: Chairman Tim Smith, Committee Member Kristy Piper, Committee Member Michael Abella Jr., Nicholas Hanek, Keith Kuczma, Brandon Lambert, Joseph Delsanter, City Manager/Safety Director Carl DeForest, Law Director Dennis Nevar, Service Director Paul Magovac, City Engineer Matt Jones, Information Technology & Security Officer Robert Marok, Clerk of Council Laura Timura, Medina Metropolitan Housing Authority Executive Director Skip Sipos, News Media.

The meeting convened at 6:08 p.m.

Mr. Lambert arrived at 6:18 p.m.

DISCUSSION ITEMS:

- a) **RES. NO. 39-2024** - An emergency resolution amending Resolution No. 1-2024 by authorizing the City Manager to purchase liquid asphalt emulsion for the Service Department from Northcoast Products in an amount not to exceed \$35,215.00. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Magovac*)

Mr. Magovac relayed that this legislation is to change the name of the provider of the liquid asphalt for the City's durapatch machine to the sister company of the original vendor.

Mrs. Piper moved Resolution Number 39-2024 to tonight's Council Agenda of April 22, 2024, as an emergency with suspension of the rules. Vote – 3 Ayes, 0 Nays.

- b) **RES. NO. 40-2024** - An emergency resolution authorizing participation in the Ohio Department of Transportation winter contract for road salt for the 2024-2025 winter season. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Magovac*)

Mr. Magovac explained that this is a contract that the City enters into every year. The Administration will know the price of the salt once the quotes come back, but the City must purchase at least 90% and no more than 110% of the salt. This amounts to 2,860 tons of salt.

Mr. Delsanter asked if the City utilized 90% of the salt this past winter.

Mr. Magovac replied that the City utilized 90% and bought more.

Mr. Delsanter inquired if there was a way to get rid of unused salt if the City does not use 90%.

Mr. Magovac answered that the City has enough storage room to hold excess salt, if necessary. This will also be advantageous if there is particularly bad weather and the City needs more salt than allotted through the contract.

Mr. Abella moved Resolution Number 40-2024 to tonight's Council Agenda of April 22, 2024, as an emergency with suspension of the rules. Vote – 3 Ayes, 0 Nays.

- c) **RES. NO. 42-2024** - An emergency resolution authorizing the City Manager to enter into an agreement with SCW for the purchase of a one (1) year Microsoft Office 365 G1 subscription in an amount not to exceed \$25,677.50. – **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Robert Marok*)

Mr. Marok stated that this resolution is to renew Microsoft Office 365 G1, which the Administration uses for email services. The emergency with the suspension of the rules is needed because all of the providers hold their price quotes for thirty days only. He continued that there have been large price jumps with these services, and SCW came in with the lowest price.

Mrs. Piper moved Resolution Number 42-2024 to tonight's Council Agenda of April 22, 2024, as an emergency with suspension of the rules. Vote – 3 Ayes, 0 Nays.

- a) **RES. NO. 44-2024** - An emergency resolution authorizing the City Manager to enter into an agreement with A&J Cement Contractors, Inc. for the 2024 Concrete Repair Program in an amount not to exceed \$254,600.00. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

Mr. Jones disclosed that A&J Cement was the lowest bidder on the project. The contract price was unexpectedly below the estimate. Work areas this year will be in Wards 1 and 2. In Ward 1, work will be done on Bramblewood Drive, Woodstock Lane, Charlotte Drive, and Ruth Drive. In Ward 2, work will be done on Carlisle Drive, Scarborough Drive, Monte Vista Drive, Filmore Drive, and Eisenhower Drive. The scope of work is very similar to previous concrete road programs.

Mr. Abella moved Resolution Number 44-2024 to tonight's Council Agenda of April 22, 2024, as an emergency with suspension of the rules. Vote – 3 Ayes, 0 Nays.

- a) **RES. NO. 45-2024** - An emergency resolution amending Resolution No. 47-18 by increasing the city's local cost share for the North Carpenter Road Project to an amount not to exceed \$3,556,733.05. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Todd Fischer and Matt Jones*)

Mr. Fischer revealed that the Administration has been working with ODOT and the State Infrastructure Bank, which is a funding source for this project, to finalize this project. This

resolution adds the City's most recent local share amount, \$299,902.54, to the City's total contribution. The new total is \$3,556,733.05.

Mr. Fischer added that an emergency with a suspension of the rules is needed because ODOT would like the final invoice paid within thirty days.

Mr. Fischer stated that this unique funding package allowed the City to obtain funding through working with ODOT, the State Infrastructure Bank, and NOACA. The City has received about \$9.1 million in funding for this project. The City's obligation through this package was to pay 20% interest.

Mrs. Piper moved Resolution Number 45-2024 to tonight's Council Agenda of April 22, 2024, as an emergency with suspension of the rules. Vote – 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Smith asked Mr. Magovac about using personal bins for trash pickup.

Mr. Magovac explained that, per the City's contract, Republic is not supposed to take trash from personal toters. They can only pick up trash from City toters. He mentioned that the Administration has been receiving many complaints about Republic's trash collection, and Republic has been slow to respond to the City's inquiries.

Mr. Kuczma confirmed that the City will be switching to Kimble for trash collection on July 1, 2024.

ADJOURNMENT:

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

Respectfully submitted,



Tim Smith
Chairman

FINANCE COMMITTEE

April 22, 2024

IN ATTENDANCE: Chairman Nicholas Hanek, Committee Member Brandon Lambert, Keith Kuczma, Kristy Piper, Tim Smith, Joseph Delsanter, City Manager/Safety Director Carl DeForest, Law Director Dennis Nevar, Community & Economic Development Director Grant Aungst, Service Director Paul Magovac, Finance Director Todd Fischer, Fire Chief Greg Glauner, Information Technology & Security Officer Rob Marok, Clerk of Council Laura Timura, News Media.

The meeting convened at 5:42 p.m.

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

DISCUSSION ITEMS:

- a) **ORD. NO. 38-2024** - An emergency ordinance amending Ordinances #98-2023 and #16-2024 to include amendments to the Appropriation Budget for the year ending December 31, 2024, as incorporated in Exhibit “A” attached hereto. - **1st Reading** (To be brought from the Finance Committee, *Administration/Todd Fischer*)

Mr. Fischer mentioned that this is an emergency ordinance to amend the budget to reflect some increases of about \$3 million. The two most significant increases are \$934,250 to purchase a pumper truck for the Division of Fire and a \$1.5 million increase in the EPA Grant. The City will likely get a grant agreement in the next couple of months for the EPA to do dredging at North Park and the Aster Place retention basin, so this amendment is in preparation for that agreement.

Mr. Fischer added that this ordinance is an emergency with a suspension of the rules mainly due to purchasing the fire pumper truck.

Mr. Lambert moved Ordinance Number 38-2024 to tonight’s Council Agenda of April 22, 2024, as an emergency with suspension of the rules. Vote – 2 Ayes, 0 Nays.

- b) **RES. NO. 41-2024** - A resolution to provide for the allocation of permissive motor vehicle registration license tax receipts. - **1st Reading** (To be brought from Finance Committee, *Administration/Todd Fischer*)

Mr. Fischer stated that this resolution details the City's processes for allocating permissive motor vehicle registration license taxes. The auditors would like more details of who levies the taxes and what the levies are used for. The City has been allocating these taxes using the same process for a long time. However, the procedure has never been memorialized through City Council.

Mr. Fischer explained that there are currently two City levies and one Medina County levy. One of the City levies will be allocated to the Streets, State Highway, and Road Improvement Funds. Everything in the Road Improvement Fund largely goes toward the City's contribution to an OPWC Project. This year, the money in the Road Improvement Fund will go toward the City's share for the OPWC Magnolia Drive and Pepperwood Drive Improvement Projects.

Mr. Fischer notes that this resolution is a formality to make the allocation process the City has been utilizing for over twenty years, official.

Mr. Hanek clarified that this resolution came up as a part of the City's audit. This legislation will show the audit reviewer the City's processes regarding allocating these taxes and can be amended as needed.

Mr. Lambert moved Resolution Number 41-2024 to tonight's Council Agenda of April 22, 2024, for three readings. Vote – 2 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Fischer revealed that the City's audit is nearly finalized. A post-audit meeting will be scheduled in mid-May when the audit is completed.

ADJOURNMENT:

Being no further business, Mr. Lambert moved to adjourn at 5:48 p.m. Vote – 2 Ayes, 0 Nays.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'M. Hanek', with a stylized flourish at the end.

Nicholas Hanek
Chairman

SAFETY & ENVIRONMENT COMMITTEE

April 22, 2024

IN ATTENDANCE: Chairman Keith Kuczma, Committee Member Kristy Piper, Committee Member Joseph Delsanter, Nicholas Hanek, Michael Abella Jr., Tim Smith, Brandon Lambert, City Manager/Safety Director Carl DeForest, Law Director Dennis Nevar, Community & Economic Development Director Grant Aungst, Service Director Paul Magovac, Finance Director Todd Fischer, Fire Chief Greg Glauner, Information Technology & Security Officer Rob Marok, Clerk of Council Laura Timura, News Media.

The meeting convened at 5:48 p.m.

Mr. Abella arrived at 5:57 p.m.

DISCUSSION ITEMS:

- a) **ORD. NO. 37-2024** - An ordinance establishing Section 642.29 of the City of Brunswick Codified Ordinances prohibiting camping upon public property. - **1st Reading** (To be brought from Safety & Environment Committee, *Administration/Dennis Nevar*)

Mr. Nevar mentioned that the U.S. Supreme Court is considering a case very similar to this ordinance out of Oregon. The crux of this issue is that if someone is camping out on public property such as a park, there is a test that must be met to move them off of public property. One part of the test is that the person who is camping must have alternate lodging and resources reasonably available to them, such as a shelter within reasonable proximity to the City. If somebody is camping on public property, the City has the ability to remove them subject to the availability of free, alternative housing in the area.

Mr. Hanek clarified that this individual would have to be unwilling to take any alternative, reasonable housing options to be removed from camping on public property.

Mr. Delsanter inquired if this compels cities to create alternative housing resources if they are not readily available. He continued that most residents do not see this as a problem in this City, even though it has the potential to become one.

Mr. Nevar stated that the City cannot criminally cite those who are camping on public property. This ordinance would not compel the City to create alternative housing. However, it would limit the ability of the City to enforce this legislation if there are no alternative arrangements available in reasonable proximity to the City.

Mr. Delsanter asked if anything could be done under the City's nuisance laws.

Mr. Nevar replied that nuisance-type issues generally apply to private property.

Mr. Delsanter mentioned that many City neighborhoods surround City parks, which could be an issue if the City could not enforce this law. He stressed the importance of being proactive against these issues.

Mr. Nevar expanded that the central issue is that those who camp on public property cannot be criminally prosecuted, as it is not a crime to be homeless. If resources are available, whether it is a shelter in or close by Brunswick or housing vouchers by non-profit organizations, the City can enforce the law and move these individuals off public property.

Mr. Delsanter questioned if there is a specific distance that qualifies as “close by.”

Mr. Nevar answered that there is not.

Mr. Hanek expounded that this issue came to the City from other communities who discussed these potential issues with the Division of Police. Other cities in Medina County have put some measures into place regarding this situation. The key is that the ordinance is not punitive to someone who is legitimately seeking help. However, there are cases where people defiantly decide that they are going to live on public property.

Mr. Smith inquired who or what organization determines if sufficient alternative housing facilities are available.

Mr. Nevar responded that the City would have to work on a procedure where police officers would go through a checklist to determine whether any action could be taken.

Mr. Hanek added that the first Medina County Metropolitan Housing Authority shelter is opening soon, so there will be resources in Medina County imminently.

Mr. Delsanter moved Ordinance Number 37-2024 to tonight’s Council Agenda of April 22, 2024, for three readings. Vote – 3 Ayes, 0 Nays.

- b) RES. NO. 43-2024** - An emergency resolution authorizing the City Manager to enter into an agreement with the Sutphen Corporation for the purchase of a new Sutphen stock pumper for the Division of Fire in an amount not to exceed \$934,250.00. – **1st Reading**
(To be brought from Safety & Environment Committee, *Administration/Greg Glauner*)

Chief Glauner explained that the Division of Fire is in need of a fire truck. The City has two fire pumpers, Engine 1 and Engine 2. Engine 1 is the oldest. It is a 2007 apparatus and is a lemon with electrical issues. These electrical issues have increased in regularity over time. The City has invested \$11,000 in repairing this engine. After being repaired, the truck started to exhibit even more issues. It has been estimated to have about \$31,000 in engine repairs, \$10,000 in radiator repairs, and another \$4,000-\$7,000 in additional maintenance.

Chief Glauner advised that he does not want the City to invest more money into this engine at the risk of wasting money. There are no trucks presently, other than the proposed truck, for sale nationwide. Fire trucks are backlogged, and it will take years for the production of these vehicles to catch up with the demand. If the Administration ordered a new apparatus today, delivery would take 3-5 years. The proposed truck would be delivered in the next month. The prices for these apparatuses have doubled since 2011 and are increasing exponentially.

Chief Glauner disclosed that recently, the Administration had to work with various cities to borrow trucks from them because the City was without an engine due to issues with both trucks.

Mr. Smith inquired if the Sutphen Corporation makes fire trucks and if they have a good reputation.

Chief Glauner answered that they do. He continued that the proposed truck has a quality engine and meets all the specifications that the City requires.

Mr. Delsanter added that the Sutphen Corporation is over 100 years old and local, which could be helpful if the City needs parts.

Mr. Hanek clarified that this apparatus is included in the Division of Fire's five-year capital plan but is being fast-tracked by a couple of years. The Finance Director has signed off on the purchase, and the decision to purchase this engine is so that the Administration will not have to invest more money in a faulty and outdated fire truck.

Chief Glauner concurred with Mr. Hanek's statements. He commented that this purchase was planned for two years in the future but needs to be fast-tracked due to the issues with the current apparatus.

Mr. Smith stated that he believes in putting money into something that will last. He expressed his support for the Division of Fire, as his father was a fireman, and highlighted the importance of pumper fire trucks.

Mr. Delsanter moved Resolution Number 43-2024 to tonight's Council Agenda of April 22, 2024, as an emergency with suspension of the rules. Vote – 3 Ayes, 0 Nays.

GENERAL DISCUSSION:

Mr. Delsanter requested that the Administration get an idea of the pricing of speed alert signs that say "Thank you!" when people drive at the speed limit.

Mr. DeForest answered that Police Chief Safran is looking into this, as it was discussed at the last meeting. However, these signs are not included in the five-year capital plan, so the plan would have to be revisited to include these signs.

ADJOURNMENT:

Being no further business, Mrs. Piper moved to adjourn at 6:08 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 at the end.

Keith Kuczma
Chairman



COMMITTEE OF THE WHOLE

April 22, 2024

IN ATTENDANCE: Nicholas Hanek, Joseph Delsanter, Keith Kuczma, Michael Abella Jr., Kristy Piper, Tim Smith, Brandon Lambert, City Manager/Safety Director Carl DeForest, Law Director Dennis Nevar, Community & Economic Development Director Grant Aungst, Finance Director Todd Fischer, Service Director Paul Magovac, Information Technology & Security Officer Rob Marok, Clerk of Council Laura Timura, Medina Metropolitan Housing Authority Executive Director Skip Sipos, News Media.

The meeting convened at 6:23 p.m.

DISCUSSION ITEMS:

a) Medina Metropolitan Housing Authority – Emergency Housing Shelter (Skip Sipos)

Mr. Sipos mentioned that the Medina Metropolitan Housing Authority (MMHA) has been working on a plan for the past three years to address those who are facing housing crises. The MMHA has developed a three-pronged approach to best address these issues.

Mr. Sipos explained that the first part of the approach is to develop ways to better utilize the rental assistance programs the MMHA oversees. Presently, the MMHA is able to help 800 households per month with rental assistance in the county.

Mr. Sipos continued that the second part of the approach is to provide housing for individuals who have a disability and are experiencing a housing crisis, such as street homelessness or imminent risk of homelessness.

Mr. Sipos added that the last part of the approach is building a shelter. During the pandemic, many non-profits helping those struggling approached the Mayor of Medina to ask for more assistance. An Ohio House Representative, Sharon Ray, worked with the MMHA to gather and analyze data from entities such as Veterans' Services, Job & Family Services, Alternative Paths, the ADAMH Board, and more. The research showed that a shelter was necessary.

Mr. Sipos disclosed that the MMHA was able to gather land with help from the Medina County Commissioners. Funding has been gathered to build ten housing units. These units will include solar panels and geothermal HVAC systems. U.S. Congressman Max Miller, the Ohio Housing Finance Agency, Medina County Commissioners, and the City of Medina have contributed to the funding of these units. This is a \$3 million project. The units should be completed before the end of winter and occupied by 2025.

Mr. Sipos detailed some specifics of the shelter's layout, highlighting that the shelter will have twenty-seven beds and serve men, women, children, and pets. The shelter will also provide coordinated case management services, which aligns with the MMHA's goal to connect people with resources that can enhance their lives and turn those lives around. People who need these services are often faced with a unique series of challenges, such as the need for employment training or challenges with mental health or sobriety, developmental disabilities, and more. The MMHA has been administering homeless programs since 2005, but there has never been an emergency housing shelter in this county. The shelter's location will be the MMHA's former administrative offices, located across the street from Job and Family Services and other services.

Mr. Sipos revealed that the MMHA formed a non-profit organization called Next Step Up, named after a testament to people in crisis taking steps to better their lives. The logo was designed by the Career Center's business and marketing students. This year's Leadership Medina County class's project was to work on raising awareness of and support for the shelter. A video was produced and will be released shortly via BAT. Entities like Westfield Companies offered furniture, so rooms will be fully furnished.

Mr. Sipos revealed that the operating budget for 2025 is \$600,000, which will be covered for the first year of operation. However, ongoing operations will need support from federal, state, and local governments.

Mr. Smith asked about the difference between the housing units and the shelter.

Mr. Sipos clarified that the Medina shelter would be one building with two floors and 27 beds. In addition, ten housing units will be located on Lafayette Road, across the street from the Juvenile Detention Center.

Mr. Smith expressed his support for the cause. He commended the approach MMHA is taking to provide individuals seeking shelter with the tools to move forward.

Mr. Delsanter inquired if the MMHA has looked into a levy-type of funding.

Mr. Sipos replied that the MMHA will be eligible for block grant funding. CHIP dollars could also be utilized for these services. The MMHA also plans to approach the philanthropic community for support.

Mr. Hanek thanked Mr. Sipos for his presentation. He stated that this is a transformative project for Medina County in many ways. He commended Mr. Sipos's leadership, as there is a large need for these services in Medina. Having these facilities will be a tremendous asset to the Medina County communities.

GENERAL DISCUSSION:

There was none.

EXECUTIVE SESSION:

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

Mrs. Piper moved to adjourn from Executive Session. Vote – 7 Ayes, 0 Nays.

The Committee-of-the-Whole reconvened.

ADJOURNMENT:

Being no further business, Mr. Smith moved to adjourn the Committee-of-the-Whole Meeting at 6:50 p.m. Vote – 7 Ayes, 0 Nays.

Submitted Respectfully,



Irene Jayapandian
Assistant Clerk of Council

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 5/13/2024

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Dennis Nevar

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 37-2024** - An ordinance establishing Section 642.29 of the City of Brunswick Codified Ordinances prohibiting camping upon public property. - **2nd Reading** (Safety & Environment Committee, *Administration/Dennis Nevar*)

BACKGROUND: This ordinance is necessary to prohibit camping upon public property owned by the City, including, without limitation, streets, sidewalks, easements, parks, parking lots, public grounds or rights-of-way.

PURPOSE AND EXPLANATION: This ordinance will prohibit setting up, remaining in, or at public property for the purpose of, without limitation, sleeping, making preparation to sleep, storing personal property, and/or performing cooking activities for habitation purposes.

IMPLEMENTATION SCHEDULE: Three readings.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

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

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

**ADDITIONAL
INFORMATION:**

1
CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 37-2024

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

AN ORDINANCE ESTABLISHING SECTION 642.29 OF THE CITY OF BRUNSWICK CODIFIED ORDINANCES PROHIBITING CAMPING UPON PUBLIC PROPERTY.

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

SECTION 1: That Section 642.29 of the Codified Ordinances is hereby established to read as follows:

“ 642.29 PROHIBITING CAMPING UPON PUBLIC PROPERTY.

(A) Except as may be permitted within municipal parks by the Parks & Recreation Director or the Service Director, or his or her designee, or as otherwise provided in division (C) of this Section, it is unlawful to camp upon any public property owned by the City, including, without limitation, streets, sidewalks, easements, parks, parking lots, public grounds or rights-of-way.

(B) As used in this Section, “camp” means setting up, remaining in, or at the property for the purpose of, without limitation, sleeping, making preparation to sleep, storing personal property, and/or performing cooking activities for habitation purposes.

(C) This Section shall not apply to persons who meet all of the following criteria:

- (1) Have no alternative lodging available to them, and are otherwise homeless; and
- (2) Have insufficient resources to secure alternative lodging; and
- (3) Are unable to secure free services, such as shelters, within a reasonable proximity to the City, and/or hotel/motel vouchers which are or have been made available.

(D) Whoever violates this Section is guilty of illegal public camping. Except as otherwise provided, illegal public camping is a misdemeanor of the fourth degree. If the offender previously has been convicted of, or pleaded guilty to, illegal public camping, then the violation is a misdemeanor of the first degree.”

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: 5/13/2024

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Todd Fischer

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 41-2024** - A resolution to provide for the allocation of permissive motor vehicle registration license tax receipts. - **2nd Reading** (Finance Committee, *Administration/Todd Fischer*)

BACKGROUND: The City of Brunswick receives a monthly distribution of the additional levied annual motor vehicle registration license tax receipts, also referred to as permissive license tax receipts, as authorized by law.

Distribution reports are available from the State of Ohio Department of Public Safety Bureau of Motor Vehicles detailing out the monthly amounts received for each specific Ohio Revised Code Section authorizing levy.

On August 5, 1987, City Council adopted Ordinance #77-87 levying an additional tax to supplement revenue already available for such purpose, as authorized by Ohio Revised Code Section 4504.172.

The City currently receives three (3) different permissive license tax receipts as authorized by Ohio Revised Code Sections 4504.06, 4504.15 and 4504.172.

Funds received from such levies authorized by Ohio Revised Code Sections 4504.06 and 4504.15 may be utilized for, without limitation: (a) paying the costs and expenses of enforcing and administering the tax; (b) planning, construction, improving, maintaining, and repairing public roads, highways and streets; (c) maintaining and repairing bridges and viaducts; (d) paying the City's portion of the costs and expenses or cooperating with ODOT in the planning, improvement, and construction of state highways; (e) paying the City's portion of the compensation, damages, cost and expenses of planning, constructing, reconstructing, improving, maintaining, and repairing roads and streets; (f) paying debt service charges on notes or bonds issued by the City for such purposes; (g) purchasing, erecting, and maintaining street and traffic signs and markets; and (h) purchasing, erecting and maintaining traffic lights and signals.

Funds received from the supplemental levy authorized by Ohio Revised Code Section 4504.172 and Ordinance #77-87 may be utilized for: (a) paying the costs and expenses of

enforcing and administering the tax; and (b) to supplement revenue already available under ORC Section 4504.06.

The City has recorded and utilized these permissive license tax receipts in a similar and consistent manner based on accounting records going back over twenty (20) years. However, the City’s Finance Department has been unable to locate or obtain any formalized allocation authority to date as to that allocation.

Presently, 92.5% of the funds received from the levy authorized by Ohio Revised Code Section 4504.06 are allocated to the Streets R&M Fund #117 with the remaining 7.5% allocated to the State Highway Fund #118.

Presently, 100% of the funds received from the levy authorized by Ohio Revised Code Section 4504.15 are allocated to the Road Capital Projects Fund #333.

Presently, 100% of the funds received from the supplemental levy authorized by Ohio Revised Code Section 4504.172 and Ordinance #77-87 are allocated 100% to the Road Capital Projects Fund #333; and

Permissive tax receipts have been spent in accordance with the purposes of the law, regardless of the allocation utilized to date.

**PURPOSE AND
EXPLANATION:**

Same as background

**IMPLEMENTATION
SCHEDULE:**

Three Readings.

**FINANCIAL
INFORMATION:**

**FINANCIAL
SUMMARY:**

Adopting the same allocation of permissive tax receipts that has been used for 20+ years, would not change any current or projected financial plans or funding.

**RECOMMENDED
ACTION:**

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

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

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 41-2024

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

A RESOLUTION TO PROVIDE FOR THE ALLOCATION OF PERMISSIVE
MOTOR VEHICLE REGISTRATION LICENSE TAX RECEIPTS.

- WHEREAS: The City of Brunswick receives a monthly distribution of the additional levied annual motor vehicle registration license tax receipts, also referred to as permissive license tax receipts, as authorized by law;
- WHEREAS: Distribution reports are available from the State of Ohio Department of Public Safety Bureau of Motor Vehicles detailing out the monthly amounts received for each specific Ohio Revised Code Section authorizing levy;
- WHEREAS: On August 5, 1987, City Council adopted Ordinance #77-87 levying an additional tax to supplement revenue already available for such purpose, as authorized by Ohio Revised Code Section 4504.172;
- WHEREAS: The City currently receives three (3) different permissive license tax receipts as authorized by Ohio Revised Code Sections 4504.06, 4504.15 and 4504.172;
- WHEREAS: Funds received from such levies authorized by Ohio Revised Code Sections 4504.06 and 4504.15 may be utilized for, without limitation: (a) paying the costs and expenses of enforcing and administering the tax; (b) planning, construction, improving, maintaining, and repairing public roads, highways and streets; (c) maintaining and repairing bridges and viaducts; (d) paying the City's portion of the costs and expenses or cooperating with ODOT in the planning, improvement, and construction of state highways; (e) paying the City's portion of the compensation, damages, cost and expenses of planning, constructing, reconstructing, improving, maintaining, and repairing roads and streets; (f) paying debt service charges on notes or bonds issued by the City for such purposes; (g) purchasing, erecting, and maintaining street and traffic signs and markets; and (h) purchasing, erecting and maintaining traffic lights and signals;
- WHEREAS: Funds received from the supplemental levy authorized by Ohio Revised Code Section 4504.172 and Ordinance #77-87 may be utilized for: (a) paying the costs and expenses of enforcing and administering the tax; and (b) to supplement revenue already available under ORC Section 4504.06;
- WHEREAS: The City has recorded and utilized these permissive license tax receipts in a similar and consistent manner based on accounting records going back over twenty (20) years. However, the City's Finance Department has been unable to locate or obtain any formalized allocation authority to date as to that allocation;

WHEREAS: Presently, 92.5% of the funds received from the levy authorized by Ohio Revised Code Section 4504.06 are allocated to the Streets R&M Fund #117 with the remaining 7.5% allocated to the State Highway Fund #118;

WHEREAS: Presently, 100% of the funds received from the levy authorized by Ohio Revised Code Section 4504.15 are allocated to the Road Capital Projects Fund #333;

WHEREAS: Presently, 100% of the funds received from the supplemental levy authorized by Ohio Revised Code Section 4504.172 and Ordinance #77-87 are allocated 100% to the Road Capital Projects Fund #333; and

WHEREAS: Permissive tax receipts have been spent in accordance with the purposes of the law regardless of the allocation utilized to date.

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

SECTION 1: That the permissive license tax receipts as authorized by Ohio Revised Code Sections 4504.06, 4504.15, 4054.172 and Ordinance #77-87 shall be allocated monthly by % to the following funds as follows:

Permissive Tax Levy	% Amount	Fund
ORC 4504.06	92.5%	Streets R&M Fund #117
ORC 4504.06	7.5%	State Highway Fund #118
ORC 4504.15	100%	Road Capital Projects Fund #333
ORC 4504.172 & Ord#77-87	100%	Road Capital Projects Fund #333

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

PROPOSED LEGISLATION



DATE: 5/13/2024

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Carl DeForest

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 46-2024** - An emergency ordinance extending a temporary moratorium on the issuance of building permits and/or certificates of occupancy for any building, structure, use or change of use that would enable the cultivation, processing or retail sale of recreational marijuana to allow the City Administration, Council and Planning Commission an opportunity to review applicable law and to consider possible amendments to the Brunswick Zoning Code. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Dennis Nevar*)

BACKGROUND: On November 7, 2023, the electorate of the State of Ohio adopted Issue 2 enacting Ohio Revised Code Chapter 3780 wherein the cultivation, processing, sale, purchase, possession, home grow, and use of recreational marijuana by adults over the age of 21 is permitted. Issue 2 is subject to potential revision and/or repealment by the Ohio General Assembly. The City Administration, Council and Planning Commission require additional time to undertake a review of applicable law and to consider possible amendment to the Brunswick Zoning Code.

PURPOSE AND EXPLANATION: That a temporary moratorium on the issuance of building permits and/or certificates of occupancy for any building, structure, use or change of use that would enable the cultivation, processing or retail sale of recreational marijuana is hereby established for a period of six (6) months from the effective date of this Resolution to allow the City Administration, Council and Planning Commission an opportunity to review applicable law and to consider possible amendments to the Brunswick Zoning Code.

IMPLEMENTATION SCHEDULE: Immediately.

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 Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, welfare, and safety of the City and for the additional reason to allow the City Administration, Council, and Planning Commission an opportunity to review applicable law and to consider possible amendments to the Brunswick Zoning Code.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 46-2024

BY: Committee-of-the-Whole

AN EMERGENCY ORDINANCE EXTENDING A TEMPORARY MORATORIUM ON THE ISSUANCE OF BUILDING PERMITS AND/OR CERTIFICATES OF OCCUPANCY FOR ANY BUILDING, STRUCTURE, USE OR CHANGE OF USE THAT WOULD ENABLE THE CULTIVATION, PROCESSING OR RETAIL SALE OF RECREATIONAL MARIJUANA TO ALLOW THE CITY ADMINISTRATION, COUNCIL AND PLANNING COMMISSION AN OPPORTUNITY TO REVIEW APPLICABLE LAW AND TO CONSIDER POSSIBLE AMENDMENTS TO THE BRUNSWICK ZONING CODE.

WHEREAS: On November 7, 2023, the electorate of the State of Ohio adopted Issue 2 enacting Ohio Revised Code Chapter 3780 wherein the cultivation, processing, sale, purchase, possession, home grow and use of recreational marijuana by adults over the age of 21 is permitted;

WHEREAS: Issue 2, which remains subject to potential revision and/or repealment by the Ohio General Assembly, permits, among other things, the cultivation, processing, sale, purchase, possession, home grow and use of recreational marijuana by adults over the age of 21; creates state regulatory and licensing oversight thereover; and authorizes the legislative authorities of municipal corporations to, by ordinance, prohibit or limit the number of Adult Use Cannabis Operators, which include cultivators, processors and dispensaries, permitted within the municipal corporation;

WHEREAS: On December 18, 2023, City Council adopted Ordinance No. 113-2023 establishing a six (6) month moratorium on the issuance of building permits and/or certificates of occupancy for any building, structure, use or change of use that would enable the cultivation, processing or retail sale of recreational marijuana;

WHEREAS: The City Administration, Council and Planning Commission require additional time to undertake a review of applicable law and to consider possible amendment to the Brunswick Zoning Code; and

WHEREAS: Pursuant to the Ohio Constitution and Ohio Revised Code, municipalities have the power to enact planning and zoning laws that are for the health, safety, welfare, comfort and peace of the citizens of the municipality, including restricting areas used for businesses and trades.

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

SECTION 1: That the six (6) month temporary moratorium established by Ordinance No. 113-2023 shall be extended for a period of six (6) months up to and including December 18, 2024 wherein the City shall not issue building permits and/or certificates of occupancy for any building, structure, use or change of use that would enable the cultivation, processing or retail sale of recreational marijuana.

SECTION 2: No building permits, certificates of occupancy or any other permits shall be granted to any person or entity who intends to open, use any land or devote any floor area of the business for the purposes of the cultivation, processing or retail sale of recreational marijuana for the period of this moratorium. No valid existing business in the City may expand in any way that would establish cultivation, processing or retail sale of recreational marijuana for the duration of this moratorium.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all such deliberations of this Council and any of its Committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 4: That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, welfare and safety of the City and for the additional reason to allow the City Administration, Council and Planning Commission an opportunity to review applicable law and to consider possible amendments to the Brunswick Zoning Code. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes.

PASSED: 1st Reading _____

RULES SUSPENDED: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

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

PROPOSED LEGISLATION



DATE: 5/13/2024

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. 47-2024** - An emergency resolution authorizing the City Manager to enter into an agreement with Designing Local, LTD for the preparation of a Parks & Recreation Master Plan in an amount not to exceed \$79,700.00. - **1st Reading** (To be brought from Parks, Recreation & Community Committee, *Administration/Carl DeForest and Taylor Petkovsek*)

BACKGROUND: Brunswick City Council indicated at the 2024 goal-setting session that they would like to focus on Parks and Recreation in the near future. It was decided by City Council by motion to request for proposals for a Parks and Recreation Master Plan. The RFP legal notice was advertised in the Medina Gazette on 3/12 and 3/19. After a detailed review of submitted proposals it is the recommendation to enter into an agreement with Designing Local, Ltd.

PURPOSE AND EXPLANATION:

IMPLEMENTATION SCHEDULE: Immediately.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The budget set aside for the Parks and Recreation Master Plan is \$80,000. This RFP will remain within budget at \$79,700.
Parks Fund #127 - Account#127-0810-54349

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?

Emergency with suspension of the rules. Based on the suggested timeline to have the Parks and Recreation Master Plan completed by September 2024 we are requesting emergency suspension of the rules to begin the plan immediately.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 47-2024

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

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DESIGNING LOCAL, LTD FOR THE PREPARATION OF A PARKS & RECREATION MASTER PLAN IN AN AMOUNT NOT TO EXCEED \$79,700.00.

WHEREAS: A Request for Proposals was advertised for the preparation of a Parks & Recreation Master Plan (the “Project”).

WHEREAS: The City received four (4) Proposals for the Project, which were opened on April 15, 2024.

WHEREAS: Upon review of the received Proposals, it is recommended that this Council award the contract for the Project to Designing Local Ltd.

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 Designing Local Ltd for the preparation of a Parks & Recreation Master Plan in an amount not to exceed \$79,700.00.

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 allow for completion of the Project by September of 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 _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

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



20 East Broad St., Suite 1010
Columbus, OH 43215
614.893.7178
matt@designinglocal.com

April 16, 2024

Carl S. DeForest
City Manager/Safety Director
City of Brunswick
4095 Center Road
Brunswick, OH 44212

RE: CITY OF BRUNSWICK PARKS & RECREATION MASTER PLAN

Dear Carl:

On behalf of Designing Local, we would like to thank you for the opportunity to submit this proposal to the City of Brunswick. We understand that the City of Brunswick is well-positioned for economic growth and by creating multi-use paths and connections to the surrounding community and enhancing the streetscape.

Designing Local is a Columbus, Ohio based firm focused on enhancing the future through placemaking and creating a vision for our urban environments. Founded in 2014, Designing Local is an award-winning woman-owned business enterprise with DBE/WBE certification in Ohio. Our firm was founded on the belief that art, culture, history, natural spaces, and other important and unique attributes of communities are often overlooked in the planning and design process. We are qualified and experienced in performing landscape architecture, urban planning and design, public art, historic preservation, and public engagement. We have successfully completed streetscape and beautification feasibility studies for comparable downtowns and create meaningful public engagement strategies throughout the planning process. We have enhanced our team with Envision Group, based in Cleveland, that brings experience integrating innovative stormwater and green infrastructure solutions into streetscape projects and developing effective funding strategies for implementation, including the identification of a diverse array of state and federal funding sources highly relevant to the proposed project. As part of the base project scope, our team will bring on additional expertise if necessary to complete specific project scope items on an as-needed basis.

Matt Leasure, Principal of Designing Local, will serve as Project Lead. Matt is a landscape architect and urban planner with 20 years of professional experience on a wide range of projects. He leads Designing Local's award-winning landscape architecture and land planning studio which offers consulting services and innovative design strategies that allow our clients to achieve their goals.

Designing Local will work with the City of Brunswick to provide a comprehensive strategy for the parks and recreation areas that is active, engaging, and vibrant. Please see the following proposal and our team qualifications. We look forward to working with you on this important project for the City of Brunswick.

The Client Group will consist of the the City of Brunswick staff. This small group of critical people will be the primary entity that will provide support. A representative designated by the Client Group will directly coordinate with Designing Local for all logistical considerations.

A public workshop series will be highly interactive and look to get in-depth feedback from the community in order to understand the wants and needs of the community.

Designing Local is a woman-owned business based in Columbus, Ohio will lead this project. Managed by Matt Leasure, Principal, will serve as project manager. Matt has over 20 years of professional experience in landscape architecture and urban planning across Ohio, and has been a part of numerous projects which utilize green infrastructure and creative design strategies as integral elements.



Engagement with the The City of Brunswick stakeholders, and private sector representatives.

Designing Local Landscape Architecture is an affiliate of Designing Local and is able to provide landscape architectural services in Ohio which require technical design documentation for zoning/building permitting and construction.

Envision Group, based in Cleveland, aspires to improve the natural and built environments by creating dynamic places, enhancing existing facilities and preserving vital assets.

PART A: PROJECT UNDERSTANDING

We understand this project will include 23 park sites owned by the City totaling 335 acres in area and encompasses community parks, neighborhood parks, undeveloped open space, and the City operated Brunswick Community Recreation & Fitness Center. To create a guiding document for the future development of the City's parks system and the City's Recreation Center we will:

- Identify and create an inventory of current parks, recreational amenities and facilities to provide a baseline for current development and future initiatives.
- Engage the public in assessing current and future needs for parks and recreational amenities.
- Generate a sustainable and implementable action plan for the maintenance and development of parks and the City's Community Recreation & Fitness Center.
- Create a plan for the City of Brunswick parks system that meets the needs of the community now and for years to come.

PART B: PROJECT SCOPE OF SERVICES

Designing Local anticipates that this project will require approximately 6 months to complete. Based on our experience, it is critical that the public and the staff have time to review and digest planning ideas before they are put into a final deliverable. We have built this into the planning process. The process shown below is preliminary and we anticipate refinement of the schedule.

TASK 1: MOBILIZATION

1.01: Discover Brunswick - The Team will meet with the The City of Brunswick and review the plan context, mission, and goals; meeting schedule; research goals and strategies; proposed community and stakeholder engagement process; coordination with other ongoing planning efforts, expected deliverables, and process for approving the final plan.

1.02: Project Work Plan - Address the role and responsibility of the staff and consultants with specific milestones to reach within the scope of the project including, but not limited to: timing of any project management meetings, stakeholder meetings, public meetings, and project presentations and reports. This will be refined and monitored by both the Client Group and the Team project manager.

1.03: Establish Strategies for Connecting with Stakeholders and Communities - The Team will develop an engagement framework that helps us meaningfully involve a full range of stakeholders and community members. We will develop this framework with the Client Group directly responsible for this project, but could also draw in City resources, as well as trusted community leaders for their guidance as appropriate. The framework will include an outline of individuals and groups that should be involved in the process, what their role in this process should be, and the best strategies for involving them. The framework will take into account concerns such as "planning fatigue," language and accessibility, equitable exchange and general trust issues.

1.04: Provide Public-Facing Content - The Team will create content suitable for posting online, either on City's general website, or other preferred website. This online presence will provide the public with opportunities to understand the purpose behind the project; access to the project schedule, milestone documents; and opportunities to provide input.

TASK 2: RESEARCH & ANALYSIS

2.01: Base Mapping - Create various base maps and diagrams which will inform all planning and design work.

- **Base Information** - Secure base information from The City of Brunswick and Medina County including GIS/ AutoCAD base information, previous planning studies, demographic data, and other relevant data.

- **Inventory Map** - Develop an inventory map with detailed notes, descriptions, and other considerations. This map will be digitized and turned into a graphic for use in subsequent planning phases.

2.02: Existing Documents Review - Collect available information pertaining to financial, program and service statistics, field usage, facility memberships, and any other applicable data points that will help “tell the story” of each of the Departments. Then, related planning documents and any public engagement work completed, site/park specific plans and studies, etc. will be reviewed and synthesized to identify applicable strategies, directions, and/or context that will influence the planning process.

2.03: Site Assessments - Facilitate a tour of the sites and adjacent areas with various stakeholders as necessary to identify and inventory all current parks and facilities and evaluate their conditions, usefulness, and lifespan. The Team will also develop a user-based understanding of the site through a detailed analysis of existing unique natural features and other elements. Exhibits will be produced that include individual park and facility profiles that graphically illustrate the current conditions and identify the strengths, challenges and opportunities of parks, facilities, and programming spaces.

2.04: Community Profile/Demographics & Trends - Define the service area for each community so a comprehensive analysis can be completed for the area’s populace. This analysis will include projections for population, households, race and ethnicity, and can also include measurable health and wellness outcomes and other pertinent demographic information as decided upon with the Client Group.

2.05: Brunswick Community Recreation & Fitness Center Programming Analysis - Evaluate the programming of the Brunswick Community Recreation & Fitness Center to determine if the spaces and recreation programming meet the needs of the community. This will be based on current national parks & recreation trends as well as the community demographic trends addressed in the scope item above. This analysis will be compared against community input received during public engagement activities and the online survey described in Task 3.

TASK 3: COMMUNITY DIALOGUE & ENGAGEMENT

3.01: Develop a Community Engagement Plan (CEP) - With the assistance of the Client Group the Team will tailor engagement activities to optimize the public participation at key milestones during the process. We don’t want this process to feel like work for our constituents or Client Group; we strive to create an atmosphere that is convenient, fun, and fosters an open dialogue. The team will assist with promoting the workshops, including developing the design of all marketing materials. A variety of workshop and engagement sessions will be methods will be utilized:

- **Public Workshops** - We will coordinate with the Client Group to facilitate 3 public participation focus groups that provide opportunities for public input. The first public meeting will be a Kick-Off Workshop to provide background information and gather initial feedback based on our needs assessment. The second public meeting will take place later in the project to get feedback on our draft recommendations for the Master Plan. The Team will work with the Client Group to design the specific details for each workshop, including specific engagement activities, necessary background research, and essential products. The Team will utilize the key community stakeholders, neighborhood organizations, and the City to promote the workshops within their networks.
- **Pop-up Station** - The Team will have a presence at an already planned and well-loved community festival in the City of Brunswick to inform our initial recommendations. The content for each event will evolve and provide more developed materials for input as the process moves ahead.
- **Grassroots Engagement** - We will develop tailored strategies to effectively reach and engage hard-to-reach populations to inform and guide our initial concepts. Each event would evolve and provide more developed materials for input.
- **Stakeholder Engagement** - A series of key stakeholder focus groups that will be held by topic (e.g., civic groups, business industry, athletics, outdoor recreation, community events, tourism, special interests, etc.). These discussions will include project context, confirmation of project goals, and document strengths, weaknesses, opportunities, and threats for the system.
- **Online Engagement Platform** - The Team will create an interactive project website that will allow the public to be engaged and informed throughout the planning process. The website will include information on planned events, images from public engagement events, an online mapping tool for

data visualization, an online survey, and serve as an information hub for the project and additional location to provide public feedback for the draft content of the plan.

3.02: Report - The Team will prepare a detailed report that interprets the data and identifies key values, priorities, vision, and goals. All findings will be presented based on community feedback and support and will be evaluated through a national best practice lens.

TASK 4: PRELIMINARY RECOMMENDATIONS

4.01: Articulation of a Common Vision - Based on the focus group meetings, public survey, and public open houses, extract the values and story of the parks, open spaces, and community facilities in the City of Brunswick and articulate that into a common vision for the system. This resulting vision will become the foundation of the Plan. The Planning Team will then develop high level guidelines to ensure that the vision is at the forefront in all future park and trail development projects as well as integrated into the existing system. Park and trail design, placemaking, and high-quality facilities will become the tools by which the vision is executed.

4.02: Master Plan Map - The Team will produce a map of the overall community which shows all the Parks and Recreation facilities as well as existing and proposed connections between these facilities and to recreational areas outside the City of Brunswick. The intent of this map is to illustrate the cohesiveness of the overall park and recreation network.

4.03: Park Improvement Focus Area Plans - The Team will create a park improvement strategy for each City Park. These focus area plans could include items such as new athletic fields, community facilities, improved gateways and entrances, public art, lighting elements, etc. Each of these three focus area plans will be communicated by one or several of the following graphic techniques:

- **Conceptual Site Plan or Diagram** - The Team will produce a color diagram or color-rendered conceptual site plan for each of the focus area plans as well as a brief narrative of the improvements.
- **Placemaking Strategies** - Analyze the parks to determine which spaces should be activated. Identify potential activation strategies through examination of benchmarks and development of preliminary concepts utilizing elements such as site furnishings, wayfinding elements, public art, plantings, etc.
- **Perspective Rendering(s)** - A perspective illustration of some of the focus area plans will be developed in order to demonstrate how these elements could be creatively integrated into the existing park or trail.

4.04: Site Amenities & Park Design Guidelines - The Team will generate guidelines for site amenities and other park elements. The park design guidelines will include these site amenities and will also incorporate standards for future park improvement design such as construction materials, planting strategies, lighting, etc.

4.05: Art in Parks Strategy - Building upon Designing Local's substantial experience in public art planning, we will generate a policy framework for incorporating public art into parks and recreation facilities.

4.06: Funding Strategies - The Team will do an initial assessment of the financial information provided to the consultant team. This will include the overall budget, the capital budget, operating budget, cost recovery, and we will compare this against various performance measures. We will assess funding needs and various strategies that could be employed to support recommendations.

4.07: Implementation Matrix & Action Plan - Create a phasing plan matrix which includes prioritized recommendations and a description of each element.

TASK 5: FINAL PLAN

5.01: Plan Document - A draft plan document in highly visual format. The draft plan will be reviewed by the Client Group and comments will be incorporated into the final draft of the plan document. The plan will include the following:

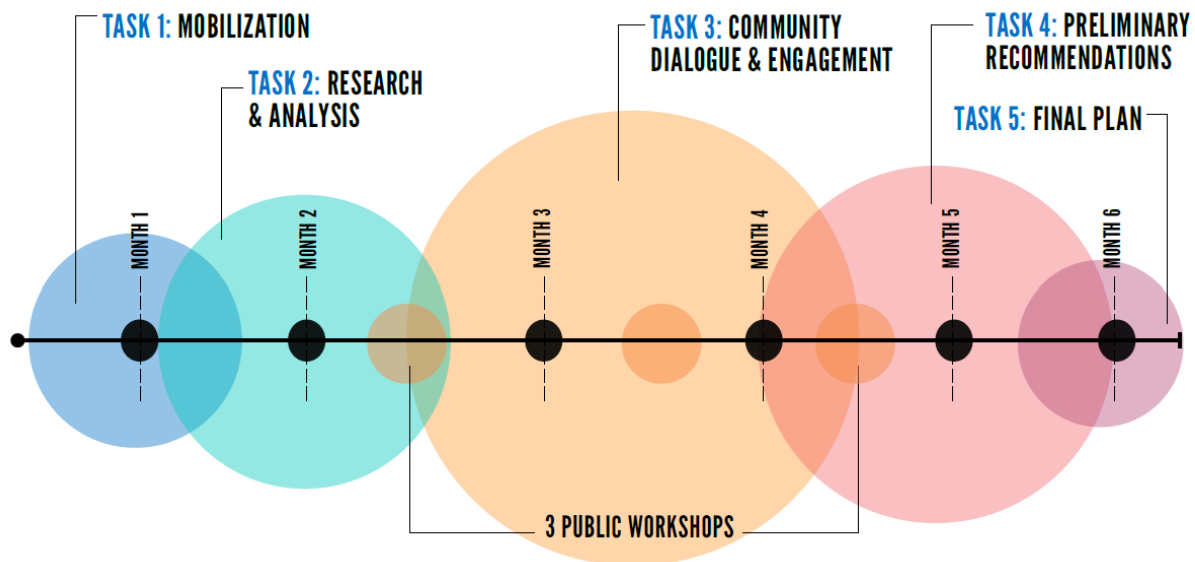
- **City Brand Guidelines & Visual Quality** - The Team will utilize the City's brand guidelines to design

the plan document, so it is consistent with the City's public communication materials.

- **Graphic Elements** - Charts, graphs, maps, and renderings will be utilized as prominent elements in the plan.
- **Document Production & Digital File Delivery** - The document will be designed in an 8.5" x 11", double-sided format (or other agreed upon format), approximately 50-100 pages in length, and will be produced in Adobe InDesign.

PROPOSED SCHEDULE

Designing Local anticipates that this project will require approximately 6 months to complete. Based on our experience, it is critical that the public and the staff have time to review and digest planning ideas before they are put into a final deliverable. We have built this into the planning process. The process shown below is preliminary and we anticipate refinement of the schedule.



PROPOSED FEE

The following task and fee worksheet is based on the preceding project scope of work. The Team anticipates refinement of the scope of work, and subsequently, the task and fee worksheet. Billing will be performed on monthly intervals and will include incurred expenses to that point of the project. Our Team's hourly rates are approximately \$150/Hour on average.

ITEM	DESCRIPTION	EST. HOURS	FEE
BASE SCOPE OF WORK			
TASK 1	MOBILIZATION	30	\$4,500
TASK 2	RESEARCH & ANALYSIS	80	\$12,000
TASK 3	COMMUNITY DIALOGUE & ENGAGEMENT	96	\$14,400
TASK 4	PRELIMINARY RECOMMENDATIONS	200	\$30,000
TASK 5	FINAL PLAN	120	\$18,000
ESTIMATED COSTS			
MILEAGE	+/-3 TRIPS		\$400
PRINTING	ESTIMATED TOTAL FOR MEETING MATERIALS & PLANS		\$400
BASE SCOPE OF WORK TOTAL (NOT TO EXCEED)		526	\$79,700
ADDITIONAL SERVICES			
ITEM 1	ADDITIONAL PUBLIC OPEN HOUSE (EACH)	24	\$3,000
ITEM 2	ADDITIONAL PERSPECTIVE RENDERING (EACH)	8	\$1,000

We are ready to begin work upon acceptance of this proposal. If the terms outlined herein are acceptable to you and your organization, please authorize below. Please see the attached Terms and Conditions, which are part of this proposal. Thank for your consideration of Designing Local as your planning and design partner and we look forward to collaborating.

Respectfully Submitted,

MATTHEW LEASURE

Matthew Leasure, ASLA AICP LEED AP
Principal/Member
Designing Local Ltd.

APPROVED:

Signature: _____ Title: _____

Name (Print): _____ Date: _____

Article 1; Design and Planning Services

1.1 Standard of Care. The Design and Planning Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

1.2 Coordination. The Design Professional shall coordinate the services of its consultants and shall cooperate with the Client's representatives and separate consultants in the best interest of the Project. All subconsultant services provided under this contract are included in the base project scope of work and fee.

1.3 Representations. The Design Professional represents that it and its consultants have and shall maintain throughout the performance of the Professional Services under this Agreement the requisite licenses, registrations, and/or certifications required for the performance of these Services in the jurisdiction in which the Project is located.

1.4 Scope of Services. The Scope of Professional Services to be provided under this Agreement is detailed in the Proposal.

1.5 Supplemental Services. Supplemental Services are detailed in Supplemental Services are beyond the basic Scope of Services, and when requested in writing by the Client, shall entitle the Design Professional to additional compensation (either on the hourly basis stated in or on the basis of a negotiated sum) beyond the Compensation stated in the Preliminary Provisions.

1.6 Approval of Services/Changes to Approved Services. The Design Professional shall proceed with a phase or design package of the Professional Services only after receiving the Client's written approval of the Services and deliverables provided in the previous phase and written authorization to proceed with the next phase. Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Program requirements.

1.7 Opinions of Probable Construction Costs. Opinions of probable construction costs provided by the Design Professional are based on the familiarity with the landscape construction industry and are provided only to assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated. Unless expressly agreed in writing and signed by the parties, no fixed limit of construction costs is established as a condition of this Agreement by the furnishing of opinions of probable construction costs.

1.8 Certifications. The Client shall submit copies of proposed certificates or certifications, if any, to the Design Professional for review and approval at least 14 days prior to the date that the Client desires the Design Professional to execute them. The Client shall not request certifications which would require legal opinions or knowledge or services beyond the scope of the Agreement. All such certifications shall be limited to professional opinions rendered in accordance with generally accepted standards of professional practice.

1.9 Construction Safety. The presence of the Design Professional, its employees, or consultants at the Project site shall not be deemed an assumption by the Design Professional of any obligations, duties, or responsibilities for safety, including but not limited to construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating the work of the Project in accordance with the Construction Documents or regulatory health or safety requirements, if any. The Design Professional, its employees, and consultants have no authority to exercise any control over any construction contractor, its employees, or subcontractors in connection with their work or health and safety programs and procedures.

1.10 Compliance with ADA Requirements. The Americans with Disabilities Act (ADA) requires newly constructed facilities to meet all usability and accessibility described in the ADA Accessibility Guidelines (ADAAG). Exceptions to fully conforming to ADAAG may be granted if it is demonstrated that it is structurally or geographically impractical to meet these guidelines. ADAAG is utilized by various state and local regulatory entities to inform local building codes. It is understood by the Client that the practical application of ADAAG is subject to some level of subjectivity and there are often multiple and/or contradictory interpretations to various design guidelines. The Design Professional will use its professional judgement to interpret and apply various ADA requirements as described in Federal, State, and Local codes and guidelines. The Design Professional cannot and does not guarantee that the Project will comply with all interpretations of ADAAG and/or other applicable guidelines and codes.

Article 2; Client's Responsibilities

2.1 Program. The Client shall provide the detailed Project description and budget parameters designated and attached hereto.

2.2 Information. The Client shall provide site surveys and legal information, including as applicable: written legal description of the site, a land survey by a professional land surveyor who is licensed or registered under the law of the jurisdiction in which the property is located, rights-of-way, easements, encroachments, zoning, covenants, and deed or other restrictions, if any. The Client shall provide for the Design Professional's right to enter from time to time, property owned by the Client or others so the Design Professional may perform the Professional Services. The Client shall be responsible for all legal, accounting, and insurance services the Client may require or deem necessary in the interest of the Project.

2.3 Independent Testing. The Client shall provide independent testing services when deemed necessary to determine site conditions such as soil and subsoil conditions, water, pollution, and hazardous waste presence and characteristics.

2.4 Reliance. The Design Professional shall be entitled to rely on the accuracy and completeness of the consultants. The Design Professional shall not be responsible for calculations, specifications, or designs based on erroneous, inaccurate, or incomplete information provided by the Client, provided that the Design Professional has acted in accordance with the standard of care described in section 1.1, above.

2.5 Client's Representative. The Client shall designate a representative with authority to act on the Client's behalf with regard to the project. If for any reason Client's designated representative is replaced during the progress of the Project, the Design Professional shall have the right to renegotiate its compensation in response to the change.

2.6 Approvals. Client decisions, approvals, reviews, and responses shall be communicated to the Design Professional in writing in a timely manner so as not to delay the performance of the Professional Services. Written comments provided to Designing Local must be a consolidation of all comments of interested user groups or entities to provide clear direction to the Design Professional and to avoid delays.

2.7 Notice of Nonconformance. If the Client observes or becomes aware of any errors or omissions or inconsistencies in any documents provided by the Design Professional or any fault or defect in the Project, the Client shall promptly give written notice thereof to the Design Professional.

2.8 Project Permit and Review Fees. The Client shall pay all fees required to secure jurisdictional approvals for the Project.

Article 3; Ownership of Documents

3.1 Authorship and Ownership. The Design Professional shall be deemed the author and owner of all deliverables provided to the Client, including but not limited to plans, drawings, specifications, Construction Documents, displays, graphic art, photographs, and other images and devices in any medium, including electronic data or files, which are developed, created, or derived pursuant to this Agreement by the Design Professional (collectively, the Design Materials).

3.2 Reproduction. Subject to payment by the Client of all Compensation and Reimbursable Expenses owed to the Design Professional, the Design Professional grants to the Client an irrevocable, nonexclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project. Termination of this Agreement prior to the completion of the Project shall terminate this license; all Design Materials and copies thereof in the Client's possession or control shall be returned to the Design Professional within 21 days of the notice of termination.

Article 4; Design Professional Compensation

4.1 Total Compensation. Compensation for the Scope of Services described in section 1.4 of to be performed under this Agreement shall be as indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below. Supplemental Services, described in section 1.5 of when requested in writing by the Client, shall be compensated on an hourly basis at the rates provided in or on the basis of a negotiated fee provided in an amendment to this Agreement.

4.2 Reimbursable Expenses. Reimbursable Expenses are expenditures as made by the Design Professional, its employees, and consultants. Total expenses shall be limited to \$800 for the duration of the project.

4.3 Payments. Monthly payments to the Design Professional shall be based on (1) the percentage of the Scope of Services completed in accordance with the Schedule of Services provided in herein, and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.

If the Client disputes, in good faith, all or any portion of any statement from the Design Professional for Professional Services or Reimbursable Expenses, the Client shall notify the Design Professional in writing within seven (14) days of receipt of the disputed statement, describing the nature of the dispute and including a reasonably detailed explanation of the reason for the dispute.

Payments are due and payable 30 days from the date of the Design Professional's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and shall accrue .25% simple interest per month. Pursuant to section 7.2, herein, at the Design Professional's option, overdue payments may be grounds for suspension of services or termination of this Agreement.

4.4 Extended Services/Standard Hourly Rates. If through no fault of the Design Professional the Scope Services described in section 1.4 of have not been completed within the term indicated in the Schedule of Services provided in the compensation for services rendered after that time period shall be renegotiated or shall be on the basis of the following hourly rates.

Managing Principal	\$175/Hour
Principal	\$170/Hour
Project Director	\$160/Hour
Senior Landscape Architect/Planner	\$150/Hour
Landscape Architect/Planner 3	\$140/Hour
Landscape Architect/Planner 2	\$120/Hour
Urban Designer/Planner 1	\$110/Hour
Admin Staff	\$100/Hour
Intern	\$60/Hour

Article 5; Insurance, Indemnification, Consequential Damages

5.1 Insurance. The Design Professional shall secure and maintain insurance coverages indicated as follows:

Coverage	Liability Limits
Professional Liability	\$1,000,000 per claim \$2,000,000 annual aggregate
Commercial General Liability	\$1,000,000 per occurrence
Comprehensive Automobile Liability	\$1,000,000 per accident
Workers Compensation	Statutory limits

5.2 Consequential Damages. The Design Professional and the Client waive consequential damages for claims, disputes, or other matters in question which arise out of or are related to this Agreement, including but not limited to consequential damages due to the termination of this Agreement by either party in accordance with the provisions of Article 7 hereof.

5.3 Client's Commercial General Liability Insurance. The Client agrees to name the Design Professional as an additional insured on its Commercial General Liability (CGL) insurance policy(ies), if any, applicable to the Project and to provide the Design Professional with a Certificate of Insurance evidencing compliance with this provision.

5.4 Waiver of Subrogation. To the extent damages are covered and paid by property insurance during construction, the Client and the Design Professional waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. The Client and the Design Professional, respectively, shall require of their contractors, consultants, agents and employees similar waivers in favor of the other parties enumerated herein.

5.5 Hazardous Materials Waiver. Unless otherwise provided in the Agreement, the Design Professional and the Design Professional's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

Article 6; Dispute Resolution

6.1 Direct Resolution. If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions between the parties or their representatives who shall have authority to settle the dispute. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation in accordance with section 6.2.

6.2 Mediation. If the dispute is not settled pursuant to section 6.1, before recourse to any other dispute resolution procedure, the parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association. The location of the mediation shall be the location of the Project unless the parties agree otherwise. A request for mediation may be filed with the American Arbitration Association or any other mediation service acceptable to both parties. The parties agree to conclude the mediation within 60 days of filing the request. Unless otherwise agreed, the cost of mediation shall be shared equally by the parties.

6.3 Method of Dispute Resolution. For any claim subject to, but not resolved by, mediation pursuant to Section 6.2, the method of binding dispute resolution shall be through mutually agreed upon by both parties and shall be either arbitration pursuant to section 6.4 of this Agreement or Litigation in a court of competent jurisdiction. If the parties do not agree upon a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

6.4 Arbitration. If the parties have selected arbitration in section 6.3, claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. All arbitration hearings shall be conducted at the location of the Project unless the parties agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

6.5 Service Continuance. Unless otherwise agreed in writing, the Design Professional agrees to continue to perform its services during any dispute resolution proceedings. If the Design Professional continues to perform, the Client shall continue to make payments in accordance with this Agreement for amounts not in dispute.

6.6 Consolidation. Appropriate provisions for consolidation shall be included in other contracts relating to the Project so that all parties necessary to resolving a claim can be made parties to the same dispute resolution proceeding.

6.7 Liens. Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

Article 7; Suspension/Termination

7.1 Notice of Termination. This Agreement may be terminated by either party on seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

7.2 Failure to Make Payment. The Client's failure to make payments to the Design Professional in accordance with the provisions of this Agreement shall be deemed a substantial failure to perform and a cause for termination; however, in this circumstance the Design Professional, at its option, may elect to suspend its services on seven (7) days' written notice to the Client. The Design Professional shall have no liability to the Client for any delays caused by a suspension under this provision.

7.3 Suspension of Services. If the Client suspends the Design Professional's services for any reason, the Design Professional shall be compensated for all Professional Services performed to that date, and the Design Professional shall have no liability to the Client for any delays caused by the on to suspend the Services.

7.4 Resumption of Services. When suspended Services are resumed, the Design Professional shall be compensated for expenses incurred due to the interruption and resumption of the Professional Services, and the Compensation and the Schedule of Services for the Services remaining to be performed shall be equitably adjusted.

7.5 Termination of Agreement through Suspension. A suspension of Services by either party for more than thirty (30) days may, at the Design Professional's Option, be deemed grounds for termination of the Agreement.

7.6 No-fault Termination. If termination is not due to the fault of the Design Professional, the Client shall pay, in addition to Compensation and Reimbursable Expenses due at the time of the termination, all actual costs and expenses reasonably incurred by the Design Professional in connection with such termination. In addition, the Client shall comply and cooperate in accordance with the provisions of Article 3, Ownership of Documents.

7.7 Without Cause Termination. The Client may terminate this Agreement for convenience and without cause with seven (7) days written notice to the Design Professional. In the event of termination without cause, Designing Local shall solely be entitled to reimbursement for services rendered to the date of termination.

Article 8; Other Terms and Conditions

8.1 Force Majeure. Either party, as applicable, shall be relieved of its obligations hereunder in the event and to the extent that performance hereunder is delayed or prevented by any cause beyond its control and not caused by the party claiming relief hereunder, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, parties agree to make all reasonable efforts to mitigate the delays and damages of Force Majeure.

8.2 Notices. Notices required pursuant to this Agreement shall be sufficient if delivered personally or by registered or certified mail, return receipt requested, at the addresses indicated on the first page of this Agreement.

8.3 Assignment. Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

8.4 Third Party Relationships. Nothing in this Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of, any third party against either the Client or the Design Professional.

8.5 Severability. If any term or provision of this Agreement shall be found to be invalid or unenforceable, the remaining provisions shall, to the fullest extent permitted by law, remain in full force and effect.

8.6 Captions. Captions of articles, sections, paragraphs, or subparagraphs of this Agreement are for convenience and reference only.

8.7 Governing Law. Governing law to be that of the State of Ohio. Additionally, venue to be exclusively in the Medina County Court of Common Pleas.

8.8 Complete Agreement. This Agreement represents the entire understanding between the Client and the Design Professional and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement only may be amended in writing signed by both the Client and the Design Professional.

8.9 Limitations Period. As between the parties to the Agreement: as to all acts or failures to act by either party to the Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the completion of Services under the Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/17/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency of Ohio 7100 N High St Ste 300 Worthington, OH 43085-2333 Dan R Guarasci		614-848-3000		CONTACT NAME: Kelly Johnston PHONE (A/C, No, Ext): 614-848-3000 FAX (A/C, No): 614-848-7698 E-MAIL ADDRESS: Kelly@iaofohio.com	
INSURED Designing Local, LTD 20 East Broad St, Suite 1010 Columbus, OH 43215				INSURER(S) AFFORDING COVERAGE INSURER A: Cincinnati Indemnity Co INSURER B: Capitol Specialty Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	
				NAIC # 23280	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ENP 0279663	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ENP 0279663	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$			ENP 0279663	10/01/2023	10/01/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional			SGC0010935-03	08/31/2023	08/31/2024	Limit \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

BRUNSWI City of Brunswick 4095 Center Road Brunswick, OH 44212	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Designing Local Ltd.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 20 E. Broad St., Suite 1010	Requester's name and address (optional)
6 City, state, and ZIP code Columbus, OH 43215	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
4	6
5	1
7	2
7	9
3	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► January 1, 2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

PROPOSED LEGISLATION



DATE: 5/13/2024

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Todd Fischer

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 48-2024** - An emergency ordinance authorizing and adopting the proposed tax budget for the City of Brunswick, Ohio for the year beginning January 1, 2025 through December 31, 2025. - **1st Reading** (To be brought from Finance Committee, *Administration/Todd Fischer*)

BACKGROUND: In order to comply with the Ohio Revised Code Section 5705, the City must annually adopt a tax budget and submit the tax budget to the County Budget Commission in July. This process is audited under the direction of the Auditor of State for compliance each year.

PURPOSE AND EXPLANATION: This Ordinance would adopt the 2025 tax budget and allow it to be submitted in a timely fashion to the County Budget Commission. This will allow the County Auditor to formalize next year's property tax revenue estimates that are necessary to begin the City's annual appropriation budget process. The 2025 property tax estimates are expected to be released by fall of 2024.

IMPLEMENTATION SCHEDULE: The recommended time schedule is for 3 readings with an emergency clause. The anticipated passage is anticipated to be June 10, 2024.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

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

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

Recommend approval as an emergency in order to allow for compliance with the filing requirements of the Ohio Revised Code, allow for timely property tax estimates from the County, and allow for the daily operations of the City of Brunswick to continue without interruptions.

**ADDITIONAL
INFORMATION:**

The Finance Director signed the submitted tax budget to indicate the document has been vetted through the Finance Department's review and process. It was also signed as a result of the agenda software process and official minute records as it cannot be changed once the agenda is set. The Finance Director's signature is in draft form until the City Council formally adopts the Tax Budget by legislation. If the City Council does not adopt the tax budget by legislation, this document should simply remain as a draft.

City of Brunswick
Medina County, Ohio
June 10, 2024

This Budget must be adopted by the Council or other legislative body on or before July 15th, and two copies must be submitted to the County Auditor on or before July 20th. FAILURE TO COMPLY WITH SEC. 5705.28 R.C. SHALL RESULT IN LOSS OF LOCAL GOVERNMENT FUND ALLOCATION.

To the Auditor of Medina County:

The following Budget for the budget year beginning January 1, 2025 has been adopted by Council and is herewith submitted for consideration of the Budget Commission

Signed :

Todd R. Fisher

Finance Director, City of Brunswick

Schedule A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION,
AND COUNTY AUDITOR'S ESTIMATED RATES

For Municipal Use		For Budget Commission Use		For County Auditor Use	
FUND	BUDGET YEAR AMOUNT REQUEST OF BUDGET COMM. INSIDE / OUTSIDE	BUDGET YEAR AMOUNT APPROVED BY BUDGET COMMISSION INSIDE 10 MILL LIMITATION	BUDGET YEAR TO BE DERIVED FROM LEVIES OUTSIDE 10 MILL LIMITATION	COUNTY AUDITOR'S ESTIMATE OF TAX RATE TO BE LEVIED	
				INSIDE 10 MILL LIMIT	OUTSIDE 10 M. LIMIT
				BUDGET YEAR	BUDGET YEAR
	1	2	3	4	5
GOVERNMENTAL FUNDS:					
GENERAL FUND	\$ 2,507,500 *				
SPECIAL REVENUE FUNDS:					
FIRE FUND					
POLICE FUND - POLICE PENSION	327,100 *				
ROAD LEVY FUND	860,100 *				
PROPRIETARY FUNDS					
DEBT SERVICE FUNDS					
G O FIRE STATION SUB-FUND	893,900 *				
FIDUCIARY FUNDS					
TOTAL ALL FUNDS	\$ 4,588,600 *	\$ -	\$ -	\$ -	\$ -

* Includes homestead and rollback amounts since the County includes these amounts in the Certificate of Estimated Resources. However, the City separately reports Homestead and Rollback amounts as intergovernmental revenue (not as tax revenue) on its financial reports pursuant to Auditor of State/GASB requirements. The above tax estimates match the County Auditor's estimated tax revenue on the January 26, 2024 Certificate of Estimated Resources. Property tax revenue estimates for next year will more than likely be updated by the Medina County Auditor's Office in August/September of 2024.

Note: The above also excludes any additional property taxes that may be passed by the electorate subsequent to this tax budget submission.

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to be Levied	Tax Year County Auditor's Estimate of Yield of Levy (Carry to schedule A, column 3)
GENERAL FUND:		
Current Expense Levy authorized by voters on ____ / ____ / ____, not to exceed ____ years. Authorized under Section _____, R.C.		
Current Expense Levy authorized by voters on ____ / ____ / ____, not to exceed ____ years. Authorized under Section _____, R.C.		
Current Expense Levy authorized by voters on ____ / ____ / ____, not to exceed ____ years. Authorized under Section _____, R.C.		
Current Expense Levy authorized by voters on ____ / ____ / ____, not to exceed ____ years. Authorized under Section _____, R.C.		
Current Expense Levy authorized by voters on ____ / ____ / ____, not to exceed ____ years. Authorized under Section _____, R.C.		
TOTAL GENERAL FUND OUTSIDE 10 MILL LIMITATION	-	-
SPECIAL LEVY FUNDS:		
Road Levy Capital Improvement Fund, Levy authorized by voters on 11/07/2023, not to exceed 10 years. Authorized purposes under Section 5705.19 (G), R.C.	1.2 mills	860,100 **
General Obligation Bond Retirement Fire Station Sub-Fund, Levy authorized by voters on 05/02/2023, not to exceed 20 years. Authorized under Section 133.18, R.C.	0.82 mills	893,900 **
_____ Fund, Levy authorized by voters on ____ / ____ / ____, not to exceed ____ years. Authorized under Section _____, R.C.		
_____ Fund, Levy authorized by voters on ____ / ____ / ____, not to exceed ____ years. Authorized under Section _____, R.C.		
_____ Fund, Levy authorized by voters on ____ / ____ / ____, not to exceed ____ years. Authorized under Section _____, R.C.		
TOTAL SPECIAL LEVY FUNDS:	2.02	1,754,000
TOTAL ALL FUNDS	2.02	\$ 1,754,000

** Agrees to the amount listed on the County Auditor's Certificate of Estimated Resources dated January 26, 2024. Tax revenue estimate for next year will more than likely be updated by the Medina County Auditor's Office in August/September of 2024.

MEDINA COUNTY
BUDGET
OF
CITY OF BRUNSWICK
FOR FISCAL YEAR
BEGINNING JANUARY 1, 2025

_____, 20 __ __

County Auditor

Deputy Auditor

COUNTY AUDITOR'S ESTIMATE

TAX LEVIES AND RATES FOR 2025, IN BRUNSWICK

CITY / VILLAGE

TAX VALUATION: \$ _____

	Amount Approved By Budget Commission	County Auditor's Estimate of Rate in Mills
LEVIES WITHIN 10 MILL LIMITATION		
County	_____	_____
Township	_____	_____
School	_____	_____
Village	_____	_____
City	_____	_____
State	_____	_____
TOTAL	_____ -	_____ -
LEVIES OUTSIDE 10 MILL LIMITATION		
County	_____	_____
Township	_____	_____
School	_____	_____
Village	_____	_____
City	_____	_____
State	_____	_____
TOTAL	_____ -	_____ -
TOTAL LEVY FOR ALL PURPOSES	\$ _____ -	\$ _____ -

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

The Budget Commission of Medina County, Ohio, hereby makes the following Official Certificate of Estimated Resources

Resources for the City of Brunswick for the Budget Year beginning: January 1, 2025

FUND	Estimated Unencumbered Balance January 1, 2025	Real Estate Property Tax	Personal Property Tax	Local Government Money	Rollback, Homestead and Personal Property Tax Exemption	Other Sources	Total
GOVERNMENTAL FUND TYPE:							
General Fund	25,119,967	2,257,700	-	614,099	249,800	33,257,555	61,499,121
Special Revenue Funds	39,282,011	288,982	-	-	38,118	24,955,064	64,564,175
Debt Service Funds	2,251,297	893,900	-	-	-	73,804	3,219,001
Capital Project Funds	25,651,582	845,830	-	-	14,270	8,653,024	35,164,706
INTERNAL SERVICE FUND	309,386	-	-	-	-	4,255,507	4,564,893
PROPRIETARY FUND TYPE:							
Enterprise Funds	5,294,753	-	-	-	-	4,754,915	10,049,668
FIDUCIARY FUND TYPE:							
Trust and Agency Funds	314,861	-	-	-	-	955,000	1,269,861
TOTAL ALL FUNDS	\$ 98,223,857	\$ 4,286,412	\$ -	\$ 614,099	\$ 302,188	\$ 76,904,869	\$ 180,331,425

The Budget Commission further certifies that its action on the foregoing budget and the County Auditor's estimate of the rate of each tax necessary to be levied within and outside the 10 mill limitation is set forth in the proper columns of the preceding pages and the total amounts approved for each fund must govern the amount of appropriation from such fund.

DATE _____, 20 ____

Budget
Commission

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

FUND	Estimated Unencumbered Balance January 1, 2025	Real Estate Property Tax	Personal Property Tax	Local Government Money	Rollback, Homestead and Personal Property Tax Exemption	Other Sources	Total
GOVERNMENTAL FUND TYPE:							
GENERAL FUND	25,119,967	2,257,700	-	614,099	249,800	33,257,555	61,499,121
General Fund	25,119,967	2,257,700	-	614,099	249,800	33,257,555	61,499,121
SPECIAL REVENUE FUNDS:							
Court Fees Fund	28,900	-	-	-	-	23,000	51,900
FEMA Grant Fund	-	-	-	-	-	-	-
Police Fund	14,129,547	288,982	-	-	38,118	10,457,470	24,914,117
Fire Fund	13,413,933	-	-	-	-	8,080,400	21,494,333
Street Repair & Maintenance Fund	6,104,108	-	-	-	-	4,117,674	10,221,782
State Highway Fund	647,562	-	-	-	-	187,865	835,427
Law Enforcement Trust Fund	73,074	-	-	-	-	500	73,574
Brunswick Transit Alternative Fund	612,476	-	-	-	-	35,000	647,476
RLF CDBG Fund	-	-	-	-	-	-	-
Brunswick Area Television Fund	865,482	-	-	-	-	402,583	1,268,065
Parks Fund	1,672,342	-	-	-	-	677,050	2,349,392
DOJ Federal Grant Fund	-	-	-	-	-	-	-
Enforcement & Education	15,583	-	-	-	-	3,000	18,583
Recreation Center Fund	1,713,440	-	-	-	-	970,257	2,683,697
CHIP (HOME) Fund	5,564	-	-	-	-	265	5,829
Opioid Settlement Fund	-	-	-	-	-	-	-
TOTAL SPECIAL REVENUE FUNDS	39,282,011	288,982	-	-	38,118	24,955,064	64,564,175
DEBT SERVICE FUNDS:							
General Obligation Debt Fund	1,196,799	-	-	-	-	-	1,196,799
General Obligation Bond Ret Fire Station Sub-Fund	1,009,452	893,900	-	-	-	1,375	1,904,727
S.A. Laurel Road Improvement Fund (2006)	32,070	-	-	-	-	42,358	74,428
S. A. Bruns Lake - Dam Improvement Fund	6,678	-	-	-	-	18,513	25,191
S. A. Bruns Lake - Dredging Improvement Fund	6,298	-	-	-	-	11,558	17,856
TOTAL DEBT SERVICE FUNDS	2,251,297	893,900	-	-	-	73,804	3,219,001
CAPITAL PROJECT FUNDS:							
Capital Project Improvement Fund	12,579,534	-	-	-	-	3,752,237	16,331,771
Road Levy Improvement Fund	139,882	845,830	-	-	14,270	861,000	1,860,982
Road Capital Improvement Fund	11,868,192	-	-	-	-	3,862,287	15,730,479
Traffic Control Improvement Fund	-	-	-	-	-	-	-
Public Square Improvement Fund	-	-	-	-	-	-	-
City Hall Expansion/Improvement Fund	463	-	-	-	-	90,000	90,463
Fire Improvement Fund	-	-	-	-	-	-	-
Parks City-Wide Improvement Fund	432,171	-	-	-	-	37,500	469,671
Ohio Environ Improv Program Fed Grant Fund	-	-	-	-	-	-	-
North Carpenter Road Improvement Fund	-	-	-	-	-	-	-
Boston Road Improvement Fund	431,340	-	-	-	-	-	431,340
I-71 / Route 303 Enhancement Fund	-	-	-	-	-	-	-
Fire Station Improvement Fund	200,000	-	-	-	-	50,000	250,000
Brunswick Lake Improvement Fund	-	-	-	-	-	-	-
OPWC Laurel Road Imp. Fund	-	-	-	-	-	-	-
OPWC Old Eagle Dr Imp. Fund	-	-	-	-	-	-	-
OPWC SkyView Dr Impr. Fund	-	-	-	-	-	-	-
OPWC Magnolia Dr Impr. Fund	-	-	-	-	-	-	-
OPWC Pepperwood Dr Impr. Fund	-	-	-	-	-	-	-
TOTAL CAPITAL PROJECT FUNDS	25,651,582	845,830	-	-	14,270	8,653,024	35,164,706

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

FUND	Estimated Unencumbered Balance January 1, 2025	Real Estate Property Tax	Personal Property Tax	Local Government Money	Rollback, Homestead and Personal Property Tax Exemption	Other Sources	Total
INTERNAL SERVICE FUNDS:							
Internal Service Fund	309,386	-	-	-	-	4,255,507	4,564,893
INTERNAL SERVICE FUNDS	309,386	-	-	-	-	4,255,507	4,564,893
ENTERPRISE FUNDS:							
Storm Water Management Fund	3,242,442	-	-	-	-	1,318,791	4,561,233
Refuse Fund	2,052,311	-	-	-	-	3,436,124	5,488,435
TOTAL ENTERPRISE FUNDS	5,294,753	-	-	-	-	4,754,915	10,049,668
TRUST AND AGENCY FUNDS							
Recreation Programs Fund	1,030	-	-	-	-	-	1,030
General Trust Fund	189,437	-	-	-	-	750,000	939,437
Unclaimed Money Fund	79,211	-	-	-	-	20,000	99,211
Twelve Step Recovery Fund	-	-	-	-	-	-	-
Family Violence Program Fund	3,307	-	-	-	-	-	3,307
Flex Spending Plan Fund	41,876	-	-	-	-	140,000	181,876
Non-Residential 3% Assessment	-	-	-	-	-	35,000	35,000
Residential 1% Assessment	-	-	-	-	-	10,000	10,000
TOTAL TRUST AND AGENCY FUNDS	314,861	-	-	-	-	955,000	1,269,861
TOTAL ESTIMATED RESOURCES (<i>memorandum Only</i>)	\$ 98,223,857	\$ 4,286,412	\$ -	\$ 614,099	\$ 302,188	\$ 76,904,869	\$ 180,331,425

This Exhibit is to be used for the General Fund Only

DESCRIPTION	2022 ACTUAL	2023 ACTUAL	BUDGET YEAR ESTIMATED FOR 2024	BUDGET YEAR ESTIMATED FOR 2025
1	2	3	4	5
REVENUES:				
Local Taxes:				
General Property Tax - Real Estate	\$ 1,845,094	\$ 2,271,164	\$ 2,257,700	\$ 2,257,700
Tangible Personal Property Tax	\$ -	\$ -	\$ -	\$ -
Municipal Income Tax	26,528,569	27,316,855	27,426,472	27,700,737
Other Local Taxes - Police Pension	-	-	-	-
Total Local Taxes	\$ 28,373,663	\$ 29,588,019	\$ 29,684,172	\$ 29,958,437
Intergovernmental Revenues:				
State Shared Taxes & Permits:				
Local Government	811,830	809,719	792,099	614,099
Estate Tax				
Cigarette Tax	1,058	1,160	1,100	1,111
Lodging Tax	95,014	83,939	84,000	85,000
Liquor and Beer Permits	13,488	34,947	27,500	27,781
Deregulation - Municipal Income Tax	17,655	36,498	25,000	25,000
Deregulation - Property Tax				
Property Tax Allocation - Rollback	247,476	\$ 299,575	\$ 249,800	\$ 249,800
Immobilization				
Personal Property Tax Exemption	-			
Other Charges for Services - Govt Only	-	5,000	-	-
Other State Shared Taxes and Permits		-	-	-
Total State Shared Taxes and Permits	\$ 1,186,521	\$ 1,270,838	\$ 1,179,499	\$ 1,002,791
Grants or Aid				
Federal Grants	-	-	-	-
Other Grants or Aid	-	-	-	-
Total Grants or Aid	-	-	-	-
Total Intergovernmental Revenues	\$ 1,186,521	\$ 1,270,838	\$ 1,179,499	\$ 1,002,791
Special Assessments - Weeds	61,548	30,867	44,000	55,000
Charges for Services				
Fees/Lease Income	12,700	16,000	10,000	8,000
Cemetery	2,075	2,715	3,750	3,788
Dispatch	-			
Senior Activities	-	-	-	-
Total Charges for Services	\$ 14,775	\$ 18,715	\$ 13,750	\$ 11,788
Fines, Licenses, and Permits	799,293	888,230	1,238,925	1,126,138
Interest Earnings	915,973	2,872,757	3,055,781	1,862,000
Miscellaneous - Miscellaneous	6,936	5,535	4,840	4,500
Other Financing Sources:				
Transfers	311,951	193,811	148,500	122,500
Advances	2,005,475	1,979,205	2,405,348	2,236,000
Total Other Financing Sources	\$ 2,317,426	\$ 2,173,016	\$ 2,553,848	\$ 2,358,500
TOTAL REVENUE	\$ 33,676,135	\$ 36,847,977	\$ 37,774,815	\$ 36,379,154

This Exhibit is to be used for the General Fund Only

DESCRIPTION	2022 ACTUAL	2023 ACTUAL	BUDGET YEAR ESTIMATED FOR 2024	FORECASTED 2025
1	2	3	4	5
EXPENDITURES:				
Security of Persons & Property**				
Personal Services	\$ 69,670	\$ 71,277	\$ 81,109	\$ 84,353
Benefits & Insurance	55,765	53,993	60,012	63,598
Contractual Services	955	1,026	6,000	6,000
Supplies & Materials	2,061	1,735	4,500	4,500
Capital Outlay	-	398	-	39,500
Total Security of Persons & Property	<u>128,451</u>	<u>128,429</u>	<u>151,621</u>	<u>197,951</u>
Public Health Services				
Personal Services	-	-	-	-
Benefits & Insurance	-	-	-	-
Contractual Services - Cemetery	10,717	15,917	24,000	24,500
Supplies & Materials	105	-	500	500
Capital Outlay	-	-	-	-
Total Public Health Services	<u>\$ 10,822</u>	<u>\$ 15,917</u>	<u>\$ 24,500</u>	<u>\$ 25,000</u>
Leisure Time Activities				
Personal Services	70,216	78,889	81,299	84,551
Benefits & Insurance	56,320	57,284	61,956	65,643
Contractual Services	991	824	1,450	1,450
Supplies & Materials	29	190	650	650
Capital Outlay	1,068	1,070	-	-
Total Leisure Time Activities	<u>\$ 128,624</u>	<u>\$ 138,257</u>	<u>\$ 145,355</u>	<u>\$ 152,294</u>
Community Environment				
Personal Services	506,736	509,680	589,879	610,950
Benefits & Insurance	267,680	258,108	281,907	297,473
Contractual Services	398,951	491,646	1,081,560	796,860
Supplies & Materials	13,646	14,313	25,000	25,550
Capital Outlay	29,500	4,339	64,400	1,000
Total Community Environment	<u>\$ 1,216,513</u>	<u>\$ 1,278,086</u>	<u>\$ 2,042,746</u>	<u>\$ 1,731,833</u>
Basic Utility Services				
Personal Services	-	-	-	-
Benefits & Insurance	-	-	-	-
Contractual Services	-	-	-	-
Supplies & Materials	-	-	-	-
Capital Outlay	-	-	-	-
Total Basic Utility Services	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

FUND NAME : GENERAL FUND
FUND TYPE/CLASSIFICATION : GOVERNMENTAL - GENERAL

EXHIBIT 2

DESCRIPTION	2022 ACTUAL	2023 ACTUAL	BUDGET YEAR ESTIMATED FOR 2024	FORECASTED 2025
1	2	3	4	5
(Expenditures Continued)				
Transportation				
Personal Services	-	-	-	-
Benefits & Insurance	-	-	-	-
Contractual Services	-	-	-	-
Supplies & Materials	-	-	-	-
Capital Outlay	-	-	-	-
Total Transportation	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
General Government				
Personal Services	1,358,420	1,392,149	1,493,566	1,552,842
Benefits & Insurance	837,043	805,936	930,537	1,018,431
Contractual Services	1,131,187	1,311,788	1,846,942	1,850,857
Supplies & Materials	28,295	27,671	71,300	66,110
Capital Outlay	74,712	183,298	134,500	169,100
Total General Government	<u>\$ 3,429,657</u>	<u>\$ 3,720,842</u>	<u>\$ 4,476,845</u>	<u>\$ 4,657,341</u>
Debt Service				
Redemption of Principal	-	-	-	-
Interest	-	-	-	-
Other - Debt Service	-	-	-	-
Total Debt Service	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Other Uses of Funds				
Transfers / Advances Out	26,346,638	27,633,828	30,103,997	28,021,787
Contingencies	-	-	-	-
Other Uses of Funds	-	-	-	-
Total Other Uses of Funds	<u>\$ 26,346,638</u>	<u>\$ 27,633,828</u>	<u>\$ 30,103,997</u>	<u>\$ 28,021,787</u>
TOTAL EXPENDITURES	<u>\$ 31,260,705</u>	<u>\$ 32,915,359</u>	<u>\$ 36,945,064</u>	<u>\$ 34,786,206</u>
Revenues Over / (Under) Expenditures	2,415,430	3,932,618	829,751	1,592,948
Beginning Fund Balance	<u>18,739,850</u>	<u>21,155,280</u>	<u>24,290,216</u>	<u>25,119,967</u>
Ending Cash Fund Balance	21,155,280	25,087,898	25,119,967	26,712,915
Estimated Encumbrances (outstanding at year end)	-	797,682	-	-
Estimated Ending Unencumbered Fund Balances	<u>\$ 21,155,280</u>	<u>\$ 24,290,216</u>	<u>\$ 25,119,967</u>	<u>\$ 26,712,915</u>

FUND NAME : GENERAL BOND RETIREMENT FUND

EXHIBIT 2

FUND TYPE/CLASSIFICATION : DEBT SERVICE FUND

This Exhibit is to be used for the General Bond Retirement Fund Only (Includes G.O. Bond Retirement Fire Station Sub Fund)

DESCRIPTION	2022 ACTUAL	2023 ACTUAL	BUDGET YEAR ESTIMATED FOR 2024	FORECASTED 2025
1	2	3	4	5
REVENUES:				
Local Taxes:				
General Property Tax - Real Estate	\$ -	\$ -	\$ 893,900	\$ 893,900
Municipal Income Tax	-	-	-	-
Total Local Taxes	\$ -	\$ -	\$ 893,900	\$ 893,900
Intergovernmental:				
Rollback	-	-	-	-
Total Intergovernmental	\$ -	\$ -	\$ -	\$ -
Interest:				
Interest Receipts	-	-	33,000	1,375
Total Interest	\$ -	\$ -	\$ 33,000	\$ 1,375
Other Financing Sources:				
Bond Proceeds	-	-	-	-
Premium on Bond/Note Sale	-	-	1,042,519	-
Miscellaneous	-	-	-	-
Total Other Financing Sources	\$ -	\$ -	\$ 1,042,519	\$ -
TOTAL REVENUE	\$ -	\$ -	\$ 1,969,419	\$ 895,275
EXPENDITURES:				
General Government				
Auditor / Treasurer Fees	-	-	25,000	25,000
Legal Fees/Cost of Issuance	-	-	168,300	-
Total General Government	\$ -	\$ -	\$ 193,300	\$ 25,000
Debt Service				
Estimated Bond Principal Payment	-	-	350,000	380,000
Estimated Bond Interest Payment	-	-	416,667	582,500
Total Debt Service	\$ -	\$ -	\$ 766,667	\$ 962,500
TOTAL EXPENDITURES	\$ -	\$ -	\$ 959,967	\$ 987,500
Revenues Over / (Under) Expenditures	-	-	1,009,452	(92,225)
Beginning Unencumbered Balance	1,196,799	1,196,799	1,196,799	2,206,251
Ending Cash Fund Balance	1,196,799	1,196,799	2,206,251	2,114,026
Estimated Encumbrances (outstanding at year end)	-	-	-	-
Estimated Ending Unencumbered Fund Balances	\$ 1,196,799	\$ 1,196,799	\$ 2,206,251	\$ 2,114,026

*The \$1,196,799 in the debt service fund has been internally earmarked to retire inside millage debt in situations that alternative funding sources may run short. Some of the stormwater outstanding debt matures in 2029 & the remainder in 2032. All of the \$1,196,799 in funds existed prior to the Fire Station Issue7 passing on May 2, 2023. The property tax receipts, bond premiums & bonds obligation payments on the Fire Station will be maintained in a separate General Obligation Bond Retirement Fire Station Sub Fund #772 as to not commingle those funds with any other. The presentation above, includes all General Obligation Bond & related sub funds combined. Special Assessment Bond sub funds are excluded above but are listed separately in this document.

Since 2013, all outstanding storm water debt has been paid from the Storm Water Enterprise Fund. Expected to continue provided revenue sources remain sufficient.

The City also has traffic signalization debt and is currently being paid from the State Highway Fund #118, provided revenue sources remain sufficient.

FUND	Estimated Unencumbered Balance January 1, 2025	Budget Year Tax (Only) Receipts	Budget Year Homestead & Rollback (Only) Receipts	Budget Year Other Receipts	Budget Year Estimated Total Receipts	Total Available for Expenditures	BUDGET YEAR EXPENDITURES AND ENCUMBRANCES			Estimated Unencumbered Balance December 31, 2025
							Personal Service	Other	Total	
GOVERNMENTAL FUND TYPE:										
SPECIAL REVENUE FUNDS:										
Court Fees Fund	28,900	-	-	23,000	23,000	51,900	5,933	17,257	23,190	28,710
FEMA Grant Fund	-	-	-	-	-	-	-	-	-	-
Police Fund	14,129,547	288,982	38,118	10,457,470	10,784,570	24,914,117	5,086,233	5,339,849	10,426,082	14,488,035
Fire Fund	13,413,933	-	-	8,080,400	8,080,400	21,494,333	2,847,375	5,105,137	7,952,512	13,541,821
Street Repair & Maintenance Fund	6,104,108	-	-	4,117,674	4,117,674	10,221,782	1,347,543	2,841,543	4,189,086	6,032,696
State Highway Fund	647,562	-	-	187,865	187,865	835,427	-	144,491	144,491	690,936
Law Enforcement Trust Fund	73,074	-	-	500	500	73,574	-	10,615	10,615	62,959
Brunswick Transit Alternative Fund	612,476	-	-	35,000	35,000	647,476	-	55,000	55,000	592,476
Brunswick Area Television Fund	865,482	-	-	402,583	402,583	1,268,065	165,690	288,593	454,283	813,782
Parks Fund	1,672,342	-	-	677,050	677,050	2,349,392	221,319	468,727	690,046	1,659,346
DOJ Grant Fund	-	-	-	-	-	-	-	-	-	-
Enforcement & Education	15,583	-	-	3,000	3,000	18,583	-	-	-	18,583
Recreation Center Fund	1,713,440	-	-	970,257	970,257	2,683,697	430,532	706,193	1,136,725	1,546,972
CHIP (HOME) Fund	5,564	-	-	265	265	5,829	-	-	-	5,829
TOTAL SPECIAL REVENUE FUNDS	39,282,011	288,982	38,118	24,955,064	25,282,164	64,564,175	10,104,625	14,977,405	25,082,030	39,482,145
DEBT SERVICE FUNDS:										
General Obligation Debt Fund	1,196,799	-	-	-	-	1,196,799	-	-	-	1,196,799
General Obligation Bond Ret Fire Station Sub-Fund	1,009,452	893,900	-	1,375	895,275	1,904,727	-	987,500	987,500	917,227
S.A. Laurel Road Improvement Fund	-	-	-	-	-	-	-	-	-	-
S.A. Center Road Improvement Fund	-	-	-	-	-	-	-	-	-	-
S.A. Crosscreek Improvement Fund	-	-	-	-	-	-	-	-	-	-
S.A. South Carpenter Road Improvement Fund	-	-	-	-	-	-	-	-	-	-
S.A. Laurel West Waterline Improvement Fund	-	-	-	-	-	-	-	-	-	-
S.A. Grafton Phase III Improvement Fund	-	-	-	-	-	-	-	-	-	-
S.A. South Industrial Park Improvement Fund	-	-	-	-	-	-	-	-	-	-
S.A. Laurel Road (2006) Improvement Fund	32,070	-	-	42,358	42,358	74,428	-	33,888	33,888	40,540
S. A. Bruns Lake - Dam Improvement Fund	6,678	-	-	18,513	18,513	25,191	-	18,949	18,949	6,242
S. A. Bruns Lake - Dredging Improvement Fund	6,298	-	-	11,558	11,558	17,856	-	11,826	11,826	6,030
TOTAL DEBT SERVICE FUNDS	2,251,297	893,900	-	73,804	967,704	3,219,001	-	1,052,163	1,052,163	2,166,838
CAPITAL PROJECT FUNDS:										
CDBG Fund	-	-	-	-	-	-	-	-	-	-
Capital Project Improvement Fund	12,579,534	-	-	3,752,237	3,752,237	16,331,771	-	3,253,333	3,253,333	13,078,438
Road Levy Improvement Fund	139,882	845,830	14,270	861,000	1,721,100	1,860,982	-	1,721,100	1,721,100	139,882
Road Capital Improvement Fund	11,868,192	-	-	3,862,287	3,862,287	15,730,479	-	3,032,069	3,032,069	12,698,410
Traffic Control Improvement Fund	-	-	-	-	-	-	-	-	-	-
Public Square Improvement Fund	-	-	-	-	-	-	-	-	-	-
City Building Improvement Fund	463	-	-	90,000	90,000	90,463	-	90,000	90,000	463
Fire Improvement Fund	-	-	-	-	-	-	-	-	-	-
Parks City-Wide Improvement Fund	432,171	-	-	37,500	37,500	469,671	-	24,500	24,500	445,171
Ohio Environ Improv Program Fed Grant Fund	-	-	-	-	-	-	-	-	-	-
North Carpenter Road Improvement Fund	-	-	-	-	-	-	-	-	-	-
Boston Road Improvement Fund	431,340	-	-	-	-	431,340	-	-	-	431,340
I-71 / Route 303 Enhancement Fund	-	-	-	-	-	-	-	-	-	-
Fire Station Improvement Fund	200,000	-	-	50,000	50,000	250,000	-	-	-	250,000
Brunswick Lake Improvement Fund	-	-	-	-	-	-	-	-	-	-
OPWC Old Eagle Dr Impr. Fund	-	-	-	-	-	-	-	-	-	-
OPWC Sky View Dr Impr. Fund	-	-	-	-	-	-	-	-	-	-
OPWC Magnolia Dr Impr. Fund	-	-	-	-	-	-	-	-	-	-
OPWC Pepperwood Dr Impr. Fund	-	-	-	-	-	-	-	-	-	-
TOTAL CAPITAL PROJECT FUNDS	25,651,582	845,830	14,270	8,653,024	9,513,124	35,164,706	-	8,121,002	8,121,002	27,043,704
INTERNAL SERVICE FUNDS:										
Internal Service Fund	309,386	-	-	4,255,507	4,255,507	4,564,893	-	4,255,507	4,255,507	309,386
TOTAL INTERNAL SERVICE FUNDS	309,386	-	-	4,255,507	4,255,507	4,564,893	-	4,255,507	4,255,507	309,386

FUND	Estimated Unen- cumbered Balance January 1, 2025	Budget Year Tax (Only) Receipts	Budget Year Homestead & Rollback (Only) Receipts	Budget Year Other Receipts	Budget Year Estimated Total Receipts	Total Available for Expenditures	BUDGET YEAR EXPENDITURES AND ENCUMBRANCES			Estimated Unencumbered Balance December 31, 2025
							Personal Service	Other	Total	
PROPRIETARY:										
ENTERPRISE FUNDS:										
Storm Water Management Fund	3,242,442	-	-	1,318,791	1,318,791	4,561,233	36,633	1,453,079	1,489,712	3,071,521
Refuse Fund	2,052,311	-	-	3,436,124	3,436,124	5,488,435	77,689	3,317,246	3,394,935	2,093,500
TOTAL ENTERPRISE FUNDS	5,294,753	-	-	4,754,915	4,754,915	10,049,668	114,322	4,770,325	4,884,647	5,165,021
FIDUCIARY:										
TRUST AND AGENCY FUNDS										
Recreation Programs Fund	1,030	-	-	-	-	1,030	-	-	-	1,030
General Trust Fund	189,437	-	-	750,000	750,000	939,437	-	750,000	750,000	189,437
Unclaimed Money Fund	79,211	-	-	20,000	20,000	99,211	-	20,000	20,000	79,211
Family Violence Program Fund	3,307	-	-	-	-	3,307	-	-	-	3,307
Flex Spending Plan Fund	41,876	-	-	140,000	140,000	181,876	-	140,000	140,000	41,876
Non-Residential 3% Assessment Fee	-	-	-	35,000	35,000	35,000	-	35,000	35,000	-
Residential 1% Assessment Fee	-	-	-	10,000	10,000	10,000	-	10,000	10,000	-
TOTAL TRUST AND AGENCY FUNDS	314,861	-	-	955,000	955,000	1,269,861	-	955,000	955,000	314,861
TOTAL FOR MEMORANDUM ONLY	\$ 73,103,890	\$ 2,028,712	\$ 52,388	\$ 43,647,314	\$ 45,728,414	\$ 118,832,304	\$ 10,218,947	\$ 34,131,402	\$ 44,350,349	\$ 74,481,955

STATEMENT OF AMOUNTS REQUIRED FOR
PAYMENT OF FINAL JUDGMENTS
(Section 5705.29, Revised Code)

[illegible]

List the amounts required for the payment of each judgment expected to be paid during the year being budgeted.

PURPOSE OF BONDS AND NOTES	Authority for Levy Outside 10 Mill Limit *	Date of Issue	Due Date	Last Effective Ordinance(s) at time Tax Budget was prepared	Forecasted Interest Rate	Forecasted amounts of G.O. Bonds Outstanding at Beginning of Budgeted Year January 1, 2025	BUDGET YEAR	
							Amount Required for Principal and Interest 1/1 - 12/31 2025	Amount Receivable from Other Sources to Meet Debt Payments 1/1 - 12/31 2025
INSIDE 10 MILL LIMIT:								
<u>Payable from Bond Retirement Fund</u> Only if other sources become insufficient								
<u>Payable from Other Sources</u>								
Traffic Signalization Imp. Bonds \$1,320,000 '@	n/a	November 2012	December 2031	#86-12	2.00%-4.00%	595,000	98,800	98,800
Storm Sewer Improvement Bonds \$1,155,000* @	n/a	November 2012	December 2031	#87-12	2.00%-4.00%	420,000	76,800	76,800
Capital Improv (Storm Water Mgt) Bonds \$4,672,492 *	n/a	September 2009	December 2029	# 80-09, 81-09 & 82-09	2.00% - 4.20%	1,506,095	338,131	338,131
TOTAL								
OUTSIDE 10 MILL LIMIT:								
<u>Payable from Bond Retirement Fund</u> Fire Station Improvement Bonds \$12,000,000 #	Election 5/2/2023	03/21/2024	12/01/2043	#103-2023	5.000%	11,650,000	962,500	893,900
TOTAL						<u>\$ 14,171,095</u>	<u>\$ 1,476,231</u>	<u>\$ 1,407,631</u>

* Debt obligations associated with storm water drainage and improvements are budgeted to be paid off with the stormwater fee. Council authorized this fee and related Enterprise Fund via Ord#31-11. A financial statement beginning balance restatement was required for moving debt obligations from the General Obligation Bond Retirement Fund to the City's new Stormwater Management Enterprise Fund in the City's FY 2012 CAFR. However, the balance in the General Obligation Bond Retirement Fund will be used if other funding sources become insufficient.

@The Traffic Signalization and Storm Sewer Bonds were broken out separately since the revenue sources to retire the debt obligations will come from two different funds. The traffic signalization debt obligations are to be paid from revenue sources in the State Highway Fund and the Storm Sewer debt obligations are to be paid from the storm water fees collected in the Storm Water Fund. However, the balance in the General Obligation Bond Retirement Fund will be used if other funding sources become insufficient.

The estimated property tax receipts for 0.82 mills agrees to the amount listed on the County Auditor's Certificate of Estimated Resources dated January 26, 2024. Tax revenue estimate for next year will more than likely be updated by the Medina County Auditor's Office in August/September of 2024. The premium collected on the issuance of bonds should, for at least several years, cover estimated shortages in annual property tax receipts vs. debt obligation payments due. The City has established a separate G.O. Bond Retirement Fire Station Sub-Fund #772 to account for the premiums and property tax receipts for the retirement of debt obligations, not to commingle it with any other debt funds.

Note: The above includes General Obligation Bonds issued by the City but excludes OPWC loans and Special Assessment Debt. Furthermore any new projects that may be initiated after the submission of this tax budget are also excluded.

CITY OF BRUNSWICK, OHIO

ORDINANCE NUMBER 48-2024



By: Mr. Hanek, Mr. Abella, and Mr. Lambert

AN EMERGENCY ORDINANCE AUTHORIZING AND ADOPTING THE PROPOSED TAX BUDGET FOR THE CITY OF BRUNSWICK, OHIO FOR THE YEAR BEGINNING JANUARY 1, 2025 THROUGH DECEMBER 31, 2025.

WHEREAS: The State statute requires that the legislative authority of the City of Brunswick submit to the County Budget Commission a proposed tax budget for the City.

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

SECTION 1: That the attached Tax Budget is hereby authorized and adopted as the Tax Budget for the City of Brunswick for the year beginning January 1, 2025 and ending December 31, 2025.

SECTION 2: That the Finance Director is hereby directed to transcribe this tax budget and all other information required to the official budget form prescribed by the County of Medina, Ohio.

SECTION 3: That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare, and for the additional reason that the State statute prescribes time limitation on the adoption and certification of this budget. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

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

PROPOSED LEGISLATION



DATE: 5/13/2024

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Todd Fischer

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 49-2024** - An emergency ordinance to transfer and advance funds. - **1st Reading**
(To be brought from Finance Committee, *Administration/Todd Fischer*)

BACKGROUND: In order to comply with the Ohio Revised Code Section 5705 transfers and advances may become necessary as certain financial situations arise. A transfer is the permanent movement of money from one fund to another. An advance is the temporary movement of money from one fund to another fund that will be repaid upon the completion of an anticipated event. The process of transferring and advancing funds is required by law in certain financial situations and is audited under the direction of the Auditor of State for compliance every year. Transfers and Advance legislation is generally presented two to three times a year or more, if deemed necessary.

PURPOSE AND EXPLANATION: Refer to background section.

IMPLEMENTATION SCHEDULE: Discuss at the May 13, 2024 Finance Committee meeting and move to the May 13, 2024 Council agenda as an emergency with suspension of the rules.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Transfers and advances do not have a financial impact on the City funds as a collective whole. Transfers and advances are merely the movement of money from one fund to another and are defined in Ohio Revised Code Section 5705 and in the Auditor of State Compliance Supplement. Transfers and advances are required to be included in the City's adopted budget and are also required to be approved by City Council.

RECOMMENDED ACTION:

One Reading	Yes
Two Readings	No
Three Readings	No

Emergency	Yes
Suspension of Rules	Yes

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

Recommended approval as an emergency with suspension of the rules. An emergency clause is necessary to allow funding to be in place to administer or finalize plans and/or purchase orders for various projects, grants, etc.

**ADDITIONAL
INFORMATION:**

None.



CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 49-2024

By: Mr. Hanek, Mr. Abella, and Mr. Lambert

AN EMERGENCY ORDINANCE TO TRANSFER AND ADVANCE FUNDS

WHEREAS: The City of Brunswick wishes to transfer remaining fund balance from the Traffic Control Equipment Fund #334 to the Road Capital Projects Fund #333 pursuant to Ohio Revised Code Section 5705.14 (B), and;

WHEREAS: The City of Brunswick wishes to transfer remaining fund balance from the I-71 SR 303 Interchange Enhancement Fund #353 to the Road Capital Projects Fund #333 pursuant to Ohio Revised Code Section 5705.14 (B), and;

WHEREAS: The City of Brunswick wishes to transfer remaining fund balance from the Public Square Improvement Fund #335 to the Capital Projects Improvement Fund #300 pursuant to Ohio Revised Code Section 5705.14 (B), and;

WHEREAS: The City of Brunswick wishes to return previously advanced monies from the OPWC Skyview Drive Improvement Fund #373 to the General Fund #001 since the Skyview Drive OPWC improvement project has been completed and all grant reimbursements have been received.

THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the following funds are hereby transferred:

FROM: Traffic Control Equipment Fund (#334)
TO: Road Capital Projects Fund (#333)
AMOUNT: \$3,125.00

FROM: I-71 SR 303 Interchange Enhancement Fund (#353)
TO: Road Capital Projects Fund (#333)
AMOUNT: \$3,895.03

FROM: Public Square Improvement Fund (#335)
TO: Capital Projects Improvement Fund (#300)
AMOUNT: \$12,297.56

SECTION 2: That the following funds are hereby advanced:

FROM: OPWC Skyview Drive Improvement Fund (#373)
TO: General Fund (#001)
AMOUNT: \$789,590.00



CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 49-2024

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

PASSED: 1st Reading _____

Rules Suspended:

AYES _____

NAYS _____

ADOPTED: _____

AYES _____

NAYS _____

ATTEST: _____

Clerk of Council
Laura E. Timura, CMC

PROPOSED LEGISLATION



DATE: 5/13/2024

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. 50-2024** - An emergency resolution authorizing the City Manager to enter into an agreement with Roetzel Consulting Solutions for the preparation of a Planning & Zoning Code update in an amount not to exceed \$98,600.00 - **1st Reading** (To be brought from Planning & Zoning Committee, *Administration/Grant Aungst*)

BACKGROUND: The City of Brunswick updated its comprehensive plan in 2020, and it is now time to update the planning and zoning code. As Brunswick has grown, the code has been updated from time to time. However, sections of the current code date back greater than 20 years.

A legal notice was issued for Request for Proposals, with the Proposals opened on April 2, 2024. Council authorized acceptance of RFPs, and after review and evaluation of the Proposals, the Administration recommends entering into an agreement with Roetzel Consulting Solutions at a fixed cost of \$98,600. This will be a comprehensive review of the entire code and an update to bringing the code up to date and plan for the future development of the City of Brunswick.

PURPOSE AND EXPLANATION: After discussion with the Planning and Zoning Committee, it has been determined to place this request for legislation agenda for May 13, 2024 meeting of Council. Approval of this resolution will allow the City Administration time to review the current Planning and Zoning Code, while working with the community stakeholders, Boards and Commissions, and the consulting team, keeping focused on the Comprehensive Plan, that Council Approved in 2020.

IMPLEMENTATION SCHEDULE: As soon as allowed by law.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Council approved a budget of \$100,000.00 for the Planning and Zoning update. The proposed contract and this legislation requests include a fixed fee of \$98,600.00. If approved by City Council and executed by the City Manager, a certified purchase order would need to accompany the contract and be charged to the General Fund #001,

Planning Department 0900 and account #001-0900-54218.

**RECOMMENDED
ACTION:**

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

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

It is requested that City Council pass this as an emergency measure with suspension of the rules to permit Administration, Planning and Boards necessary time to undertake a review of the Brunswick Planning and Zoning Code and update the Codified Ordinances.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 50-2024

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

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ROETZEL CONSULTING SOLUTIONS FOR THE PREPARATION OF A PLANNING & ZONING CODE UPDATE IN AN AMOUNT NOT TO EXCEED \$98,600.00.

WHEREAS: A Request for Proposals was advertised for the preparation of a Planning & Zoning Code update (the “Project”).

WHEREAS: The City received two (2) Proposals for the Project, which were opened on April 2, 2024.

WHEREAS: Upon review of the received Proposals, it is recommended that this Council award the contract for the Project to Roetzel Consulting Services consistent with the Proposal attached hereto as Exhibit “A”.

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, as attached hereto as Exhibit “B”, with Roetzel Consulting Services for the preparation of a Planning & Zoning Code update in an amount not to exceed \$98,600.00.

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 allow for completion of the Project by April 30, 2025. 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

STRATEGIC CONSULTING SERVICES BETWEEN THE CITY OF BRUNSWICK, OHIO & ROETZEL CONSULTING SOLUTIONS

May 6, 2024

Roetzel Consulting Solutions (“RCS”) and the City of Brunswick, Ohio agree to enter into this agreement for strategic consulting services for zoning code drafting services as follows:

1. SCOPE OF SERVICES

RCS will perform the services set forth in the attached scope of services [**Exhibit A**] (the “Services”) with care, skill and diligence, in accordance with the highest professional industry standards, and shall be responsible for the quality, accuracy and completeness of all services provided. You should understand, however, that the outcome for the Services is never certain or guaranteed.

2. PAYMENT FOR SERVICES

RCS will provide the Services from May 1, 2024 until the project is completed, for a fixed fee of \$98,600.00 which will be invoiced at the conclusion of the Term after the parties hereto confirm, in writing, RCS’s provision of the Services is complete.

3. INDEPENDENT CONTRACTOR & NO PERSONAL LIABILITY

RCS is and will be, at all times, an independent contractor and not an agent, partner, joint venturer or employee of the City of Brunswick and nothing contained herein shall be deemed as creating any employee/employer, partnership or joint venture relationship between either party. RCS does not have any authority to bind or commit the City of Brunswick to any obligation or agreement, or act as the agent of Brunswick in any respect, except as expressly authorized in writing. No employee of RCS or the City of Brunswick shall have personal liability for any actions under the terms of this agreement.

4. ENFORCEABILITY

If any term or provision of this agreement or the application thereof to any person or circumstance is invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

5. ENTIRE AGREEMENT

This agreement contains all of the understandings and representations between the parties relating to the Services. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force and effect. No modifications of this agreement or any of its terms shall be effective unless in writing signed by the duly authorized representatives of the parties.

6. TERM AND TERMINATION OF AGREEMENT

The term of this agreement shall begin on May 1, 2024 and end upon completion of the Services or April 30, 2025, whichever is sooner (the “Term”). Notwithstanding the above, either party may terminate this agreement at any time for any reason by providing thirty [30] days prior written notice to the other party. If either party terminates this agreement before the end of the Term (described below), all accrued fees and expenses due shall be paid up to the date of termination. Immediately upon termination of this agreement, RCS will deliver, in whatever state of completion, all materials developed or prepared in connection with this agreement. Notwithstanding the foregoing, the parties may also modify this agreement: (i) to broaden, or narrow, the scope of the Services described on Exhibit A; and/or (ii) increase, or decrease, the fixed fee set forth above.

7. NO ATTORNEY-CLIENT RELATIONSHIP ESTABLISHED

Please note that while RCS is a wholly owned affiliate of Roetzel & Andress and certain employees of RCS are licensed attorneys, the Services that RCS is providing to the City of Brunswick are not legal services and, as such, no attorney-client relationship is established and the protections of the client-lawyer relationship do not exist for purposes of this agreement.

8. JURISDICTION

This agreement is governed by the laws of the State of Ohio, without regard to its law governing conflict of laws. Any legal action, suit or proceeding relating to this agreement must be in a federal or state court sitting in Medina County, Ohio, and each party irrevocably submits to the jurisdiction of either court.

9. EXECUTION OF AGREEMENT

This agreement may be executed by facsimile or pdf copies, and in counterparts, and a fully executed facsimile or pdf copy of this agreement shall be deemed to be an original for all purposes.

By signing below, the parties have executed this agreement as of the date last written:

CITY OF BRUNSWICK, OHIO

ROETZEL CONSULTING SOLUTIONS

Signature

Name: _____
Title: _____
Date: _____



Signature
Name: Brian W. Fox, Esq.
Title: Director
Date: May 6, 2024

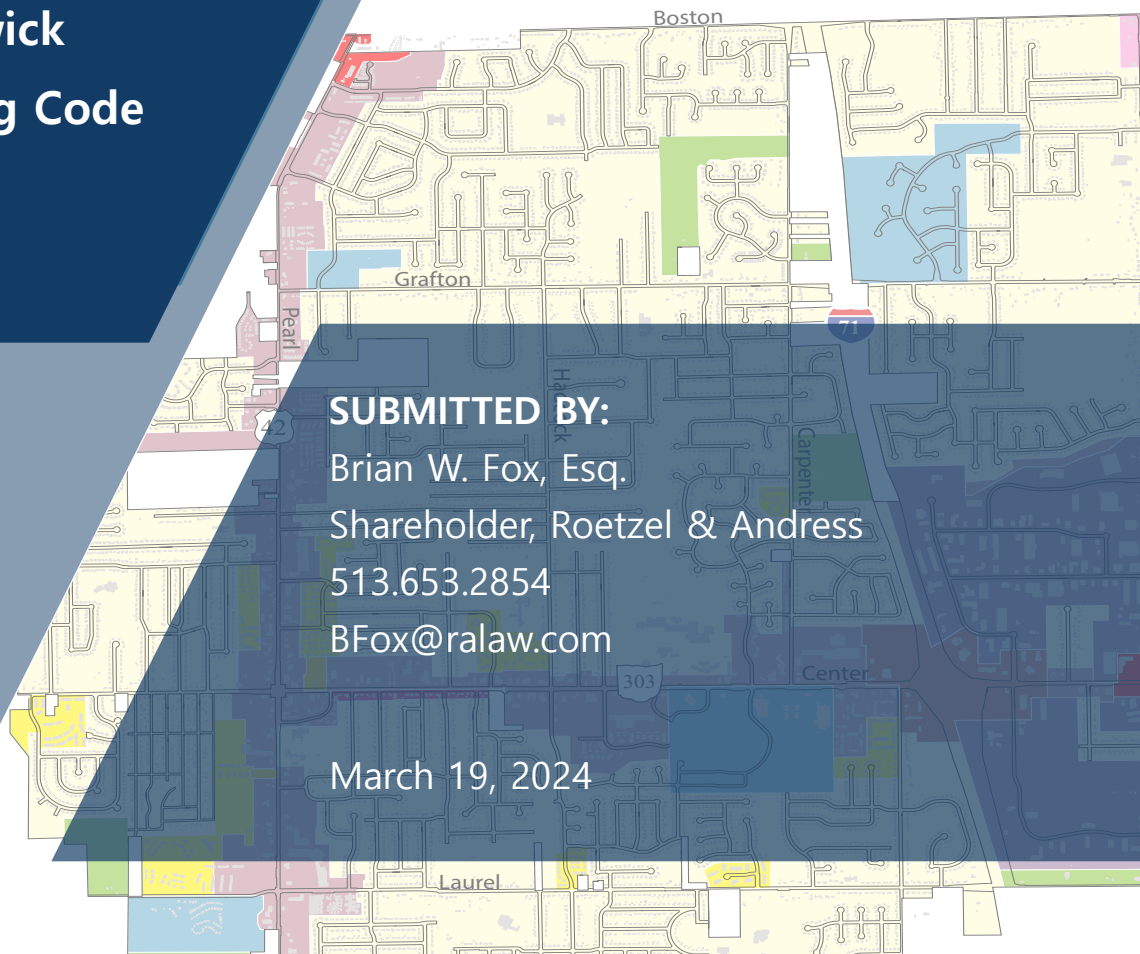
EXHIBIT A

SCOPE OF SERVICES

- Draft revisions to the City of Brunswick's Zoning Code so that it is more user-friendly - easy to understand, administer, and interpret;
 - Improve the overall organization and ease of use of the City of Brunswick's Zoning Code by clarifying references and cross references to other sections of the Code;
 - Incorporate diagrams, tables, graphics and illustrations into the City of Brunswick's Zoning Code to clarify and enhance understanding of relevant Code sections;
 - Address topics where the City of Brunswick's Zoning Code is currently silent and where regulations are not up to date with current laws and best practices;
 - Determine the level of community resources and administrative capacity of the City of Brunswick in regard to zoning and land use enforcement;
 - Develop regulations that are enforceable by current City of Brunswick staff members;
 - Be familiar with creative solutions to zoning and land use challenges, such as overlay districts and form-based code, recommending them to the City of Brunswick as appropriate;
 - Evaluate the use of sustainable infrastructure options for the City of Brunswick;
 - Assist City of Brunswick staff members in distributing information to the community about the project and/or final product as the need arises (i.e., graphic representations of timelines, permitted use changes, new building size/setback requirements);
 - Eliminate contradictions and redundancy; identify areas in the existing City of Brunswick's Zoning Code that lack clarity and draft zoning code revisions that are straightforward and avoid confusion;
 - Identify existing uses that may be phased out in the new zoning code and develop appropriate processes for how the City of Brunswick handles the transfer and permitting of these uses for future occupants;
 - Review the City of Brunswick's Sign Code regarding outdoor advertising and signage, including temporary signage for alignment with current best practices; and
 - Update terminology and definitions in the City of Brunswick's Zoning Code that are antiquated.



City of Brunswick Planning & Zoning Code Update



SUBMITTED BY:
Brian W. Fox, Esq.
Shareholder, Roetzel & Andress
513.653.2854
BFox@ralaw.com

March 19, 2024



ROETZEL

ENVISION



Roetzel & Andress
1375 East Ninth Street
One Cleveland Center, 10th Floor
Cleveland, OH 44114

Grant Aungst
Community and Economic Development Director
4095 Center Road
Brunswick, Ohio 44212

RE: City of Brunswick Planning & Zoning Code Update

Dear Mr. Aungst,

Roetzel & Andress is thrilled to submit this proposal to assist the City of Brunswick with your upcoming *Planning & Zoning Code Update*. Our team's interdisciplinary approach will provide a streamlined update to your Planning and Zoning Code that is straightforward, practical, and easily understandable, while engaging City staff and stakeholders in each step of the process to ensure buy-in that creates a user-friendly and modernized code.

Located in Cleveland, Roetzel & Andress has deep knowledge, collaborative relationships and broad experience of the attorneys within their political subdivisions team. Roetzel's team of subject matter experts will be led by Mr. Brian Fox who has advised many Ohio municipalities on a variety of legal issues such as land use and zoning, constitutional concerns, public-private economic development transactions, and regulatory processes. Mr. Fox will lead the City through a five stage process over the next 12 months that will provide the City with desired regulatory improvements, process updates, and training to ensure that your Planning and Zoning Code is easily navigable, understandable, and enforceable.

We are excited to team with Envision, an urban planning firm based in Cleveland who has an extensive working relationship in the City of Brunswick completing the City's 2020 Comprehensive Plan Update and Zoning Diagnostic. Mr. Fox and Envision enjoy a well-established working relationship from past projects in the City of Madeira and Columbia Township (Lorain County) where they have collaborated on comprehensive plan updates, zoning code revisions, and economic development initiatives for the past five years.

If you should have any questions regarding our enclosed proposal or qualifications, please contact me at 513.653.2854 or BFox@ralaw.com.

Very truly yours,

Brian Fox

Brian W. Fox, Esq.
Shareholder, Roetzel & Andress
513.653.2854
BFox@ralaw.com

CONSULTANT TEAM

Subject Matter Expertise

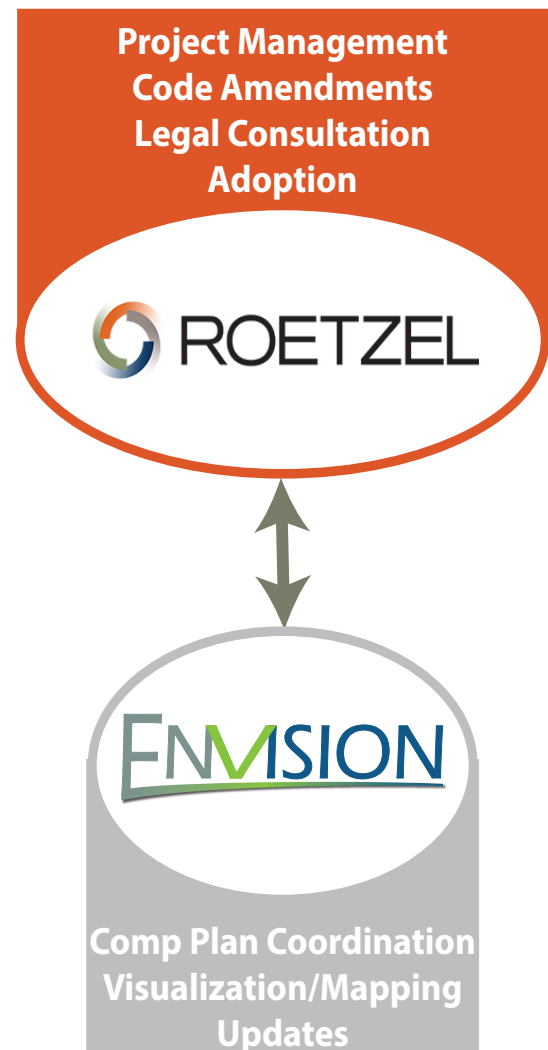
Roetzel & Andress has deep knowledge, collaborative relationships and broad experience of the attorneys within their political subdivisions team. Roetzel's team of subject matter experts will be led by Brian Fox who has advised Ohio municipalities on a variety of legal issues such as land use and zoning, constitutional concerns, public-private economic development transactions, and regulatory processes. Mr. Fox has completed zoning code updates and zoning and land use litigation for Columbia Township (Lorain County), the City of the Village of Indian Hill, Ohio (Hamilton County), West Chester Township (Butler County), Deerfield Township (Warren County), City of Cincinnati (Hamilton County), Liberty Township (Butler County), City of Madeira (Hamilton County), City of Mason (Warren County), City of Springdale (Hamilton County), City of Terrace Park (Hamilton County), and Village of Waynesville (Warren County). Additionally, Mr. Fox has served on the Butler County Finance Authority (formerly the Butler County Port Authority) for nearly a decade.

Established Relationships

Mr. Fox and Envision enjoy a well-established working relationship from past projects in the City of Madeira and Columbia Township (Lorain County) where they have collaborated on Comprehensive Plan Updates, zoning code revisions, and economic development initiatives for the past five years.

Local Knowledge

Both Roetzel & Andress and Envision have extensive local knowledge of the City of Brunswick and surrounding areas from past projects. Envision completed the City's most recent Comprehensive Plan Update in 2020 and has assisted the City with implementing plan recommendations since the plan's completion. Recommendations implemented include over \$800K in funding for the Plum Creek Greenway and completion of a Zoning Diagnostic to inform this Planning & Zoning Code Update.



ZONING CODE REGULATIONS



Brian Fox Roetzel & Andress

Brian is a Partner at Roetzel where he advises local governments on all matters, including land use and zoning, economic development, TIF issues, constitutionality of legislative enactments, eminent domain, Ohio's Open Meetings Act, litigation, and employment and collective bargaining issues. He was reappointed as Law Director/City Solicitor for City of Madeira, Ohio (2016-present) where he served as counsel for all regular and special meetings related to the City's Planning Commission and Board of Zoning Appeals and provided extensive trainings related to zoning processes/code rewrites. In addition, Brian:

- Audited and advised Board of County Commissioners for Clermont County, Ohio, Port Authority for Clermont County, Ohio, and Community Improvement Corporation for Clermont County, Ohio on economic development opportunities, as well as real estate acquisition opportunities in connection with formation of industrial park.
- Provided trainings, seminars, and publications for elected officials throughout SW Ohio on a variety of legal issues, including home rule authority, new community authorities, as well as ethics issues and conflicts of interest for officeholders.
- Continues to serve as a member of the **Board of Directors for the Butler County Port Authority (2016-present)**, one of the primary drivers of economic development in the county; unanimously appointed by the Board of County Commissioners of Butler County to successive four year terms.

Prior to joining Bricker & Eckler, Brian was appointed Law Director/Solicitor for City of Madeira, Ohio where he:

- Completed an overhaul of Madeira's zoning processes, including amending the City's home rule charter to add Board of Zoning Appeals to existing Planning Commission in an effort to better stage applications, allow Planning Commission more targeted planning opportunities, and insulate City from zoning litigation exposure (by adding a stage for purposes of exhausting administrative remedies).
- Completed an overhaul of Madeira's zoning code to conform to Comprehensive Plan goals and development goals of community's legislative leaders and stakeholders.

Brian's other highly relevant experience includes advising numerous Ohio political subdivisions, such as: City of the Village of Indian Hill, Ohio, West Chester Township (Butler County), Ohio, Deerfield Township, Ohio, City of Cincinnati, Ohio, Liberty Township (Butler County), Ohio, Board of County Commissioners for Butler County, Ohio, Cincinnati State University, and City of Columbus, Ohio, on a variety of legal issues such as land use and zoning, constitutional concerns, public-private economic development transactions, and regulatory processes.



EDUCATION

University of Cincinnati College of Law – Cincinnati, Ohio

Degree: Juris Doctor, 2010

Honors: Mock Trial Competition Team- "Best Advocate" '09; Dean's Honors List

Miami University – Oxford, Ohio

Degree: Bachelor of Arts in Political Science, 2005

Honors: Dean's List; Ohio Leadership Scholarship

Cincinnati Christian University – Cincinnati, Ohio

Degree: Bachelor of Arts in Biblical Studies, 2002

Honors: Dean's List; Old Testament Award

BAR ADMISSIONS & ACTIVITIES

Admitted, State of Ohio, 2010

U.S. District Court, Southern District of Ohio

United States Court of Appeals for the Sixth Circuit



Principal Ryan Smalley, AICP, PE

Ryan has over 18 years of experience in urban and regional planning and capital improvement projects with a primary focus in public engagement and project management of comprehensive/master plans and transportation/utility infrastructure studies. He has worked with a host of clients ranging from multiple Metropolitan Planning Organizations, Regional Planning Commissions, Departments of Transportation, County Engineers, Municipalities and Community Development Corporations.

Ryan has managed numerous planning and design projects throughout his career and utilized his unique skill set as both an engineer and planner to help his clients “dream big” while still finding cost effective, incremental solutions. Ryan holds a Masters Degree in Urban Planning, Design and Development and a Bachelor of Science in Civil Engineering, both from Cleveland State University.

Strategic Planning Expertise

Ryan has championed numerous projects from vision into reality through a relentless pursuit of grant/program opportunities and his thorough understanding of project economics in an increasingly fiscally constrained and competitive funding environment. Ryan’s strategic planning experience includes providing clients with recommendations for project prioritization, phasing (logical termini and construction sequencing), funding programs, and local match contributions / leveraged funding splits.

Select Experience

- Olmsted Township Comprehensive Plan Update
- Howland Township Comprehensive Plan Update
- Perry Township Champion Farm Land Use Plan
- City of Aurora Master Plan Update
- Charter Township of Brighton MI Master Plan
- City of Brunswick Comprehensive Plan Update
- Geauga County General Plan
- Findlay Township PA Development Feasibility Study
- City of Reading Comprehensive Plan
- City of Madeira Comprehensive Plan
- City of Pickerington Comprehensive Plan
- Stark County Regional Planning Commission Hall of Fame Area Land-use &



EDUCATION

Masters of Urban Planning,
Design and Development
Cleveland State University,
2013 (certificate in Economic
Development)

Bachelor of Science, Civil
Engineering, Cleveland State
University, 2005



REGISTRATIONS & CERTIFICATIONS

American Institute of Certified
Planners, 2013

Professional Engineer, State of
Ohio, 2009

COMPREHENSIVE PLAN COORDINATION



Principal

Emil Liszniansky, AICP, Esq., PE

Throughout his 18-year career, Emil has been immersed in a diverse mix of planning efforts across the including comprehensive plans, complete and green streets projects, community revitalization efforts, parks master plans, and economic development services.

Emil brings a unique perspective to the planning process as his engineering background allows him to identify potential design constraints early in concept development and provide creative, yet feasible solutions, while his legal training allows him to successfully navigate complex regulatory, administrative, and environmental issues.

Emil has a proven track record in identifying client project needs and pairing them with applicable funding sources for implementation. He has prepared successful project funding applications at the local, county, regional, state, and national levels from funding sources that include Ohio Public Works Commission (OPWC), Recreational Trails Program (RTP), Clean Ohio, ODOT Highway Safety Program, Transportation Review Advisory Council (TRAC), and Appalachian Regional Commission (ARC), and USDOT TIGER/BUILD. Emil was the primary author of the City of Akron's USDOT TIGER grant applications that were awarded a total of \$13 Million for the implementation of a Downtown Akron Promenade along the South Main Street corridor to integrate multimodal facilities, green infrastructure, safety enhancements, and context sensitive design into a reconstruction linking assets in the civic center.

Select Project Experience

- Olmsted Township Comprehensive Plan Update
- City of North Royalton Master Plan Update
- City of Aurora Master Plan Update
- City of Brunswick Comprehensive Plan Update
- Brighton Township MI Master Plan Update
- Findlay Township PA Development Feasibility Study
- City of Reading Comprehensive Plan
- City of Madeira Comprehensive Plan
- Downtown Youngstown SMART2 Network USDOT BUILD Grant
- Downtown Akron Promenade TIGER Grants
- Eastgate Regional Council of Governments ARC POWER Grants



EDUCATION

Juris Doctor, Cleveland-Marshall College of Law, 2014

Masters of Urban Planning, Design and Development
Cleveland State University, 2009

Bachelor of Science, Civil Engineering, University of Akron, 2005



REGISTRATIONS & CERTIFICATIONS

Professional Engineer, State of Ohio, 2009

American Institute of Certified Planner, 2009

Registered Attorney, State of Ohio, 2015



Land Use Planning & GIS Sarah Jammal, AICP

Sarah Jammal has expertise with local and regional land use planning including working with regional Planning Commissions, addressing, major and minor subdivisions regulations, and providing zoning code technical assistance. Sarah has worked on municipal master plans, assisting with stakeholder and public engagement, existing conditions analysis, and GIS mapping. She has also administered Community Housing Impact Preservation Program and Community Development Block Grants.



Masters of Urban & Regional
Planning and Urban Design,
University of Michigan

Availability

The Roetzel team highlighted within this proposal has ample availability to deliver the City of Brunswick's Planning and Zoning Code Update within the 12-month timeframe proposed. Our team has reviewed workload amongst the professional featured in this proposal and are confident in our ability to deliver this project based on current and project workloads.

QUALIFICATIONS



Since our founding in 1876, our clients are at the center of everything we do. Our attorneys take the time to develop a comprehensive understanding of our clients' current business models and long-term objectives so we can formulate strategies that generate success today and into the future. Roetzel's entrepreneurial philosophy encourages our attorneys to think like our clients — with business minds, ready to embrace new challenges and implement innovative approaches.

We take great pride in working for our clients, both big and small — from Fortune 500 companies and family-run businesses to nonprofit organizations and governmental entities. To meet their ever-changing needs, our legal services and office locations have expanded over time. As a full-service law firm, our 160+ attorneys collaborate seamlessly across disciplines throughout our 12 offices to achieve our clients' objectives.

Public Law

Our Public Law team's collective experience provides a unique understanding of challenges and opportunities to our clients. Roetzel also has the resources of its environmental, labor, tax, securities, real estate, zoning and land use, and litigation practices to effectively manage any matter that may arise. With a proactive, responsive, and accountable team of professionals, we are a hands-on firm with excellent customer service and results.

Public Finance

Cities, villages, counties, school districts, townships, port authorities, transit authorities, libraries, state agencies, and other public sector clients look to our attorneys for guidance. Many of our attorneys have business and financial backgrounds, including Certified Public Accountant certifications and Masters in Taxation. Our clients also include financial and educational institutions, nonprofit organizations, and health care providers. In addition, we represent private companies seeking both tax-exempt and taxable capital markets finance and development benefits, tax abatement, tax credits, and other government incentives to assist with business development and expansion.

SUBCONSULTANT: MAPPING/COORDINATION



Envision (Envision Group LLC) assists our clients in transforming their dreams into reality, fostering projects through visioning, planning, design and into implementable strategies.

Creative. Flexible. Responsive.

Envision embraces an integrated solutions-based approach that constantly reassesses not only where a client wants to go but also how to best guide them there. Our interdisciplinary team specializes in developing strategies that identify and navigate complex issues that often jeopardize even the best thought out plans. We acknowledge that project development does not occur in a vacuum, but rather in a dynamic environment where the political landscape, best practices, and available funding are constantly evolving.

Envision understands that creativity, flexibility, and responsiveness are ultimately critical to the success of our projects and the satisfaction of our clients. We thrive creatively when faced with solving challenging problems and pride ourselves on being flexible when client needs change unexpectedly. Most of all Envision is dedicated to providing highly responsive service to our clients on short notice as we find that the realization of a project can often hinge on capitalizing on narrow windows of opportunity.



Mission

Envision aspires to improve the natural and built environments by creating dynamic places, enhancing existing facilities and preserving vital assets.

Create. Enhance. Preserve.

On each and every one of our projects and initiatives, Envision strives to:

- **Create** vibrant places and critical linkages;
- **Enhance** existing systems and underutilized structures; and
- **Preserve** ecological assets and cultural resources.

Services

Plan

- Visioning
- Public Engagement & Facilitation
- Comprehensive Planning
- Multimodal Transportation
- Redevelopment & Revitalization
- Feasibility & Market Analyses

Design

- Transportation Infrastructure
- Complete Streets
- Recreational Facilities & Trails
- Green Infrastructure
- Context Sensitive Design
- Site Layout & Utilities

Implement

- Strategic Planning
- Grant Writing & Funding Strategies
- NEPA / Environmental Documentation
- Zoning & Design Standards
- Public Approvals & Permitting

PROJECT UNDERSTANDING

Planning & Zoning Code Update

The Roetzel Team has an extensive working relationship with the City of Brunswick. From our Team's work completing the City's most recent Comprehensive Plan Update (led by Envision) we have a detailed understanding of Brunswick's future goals and objectives. Our Team has continued to work with the City over the last five years implementing Plan recommendations including the Zoning Code Diagnostic which will inform desired Planning & Zoning Code updates.

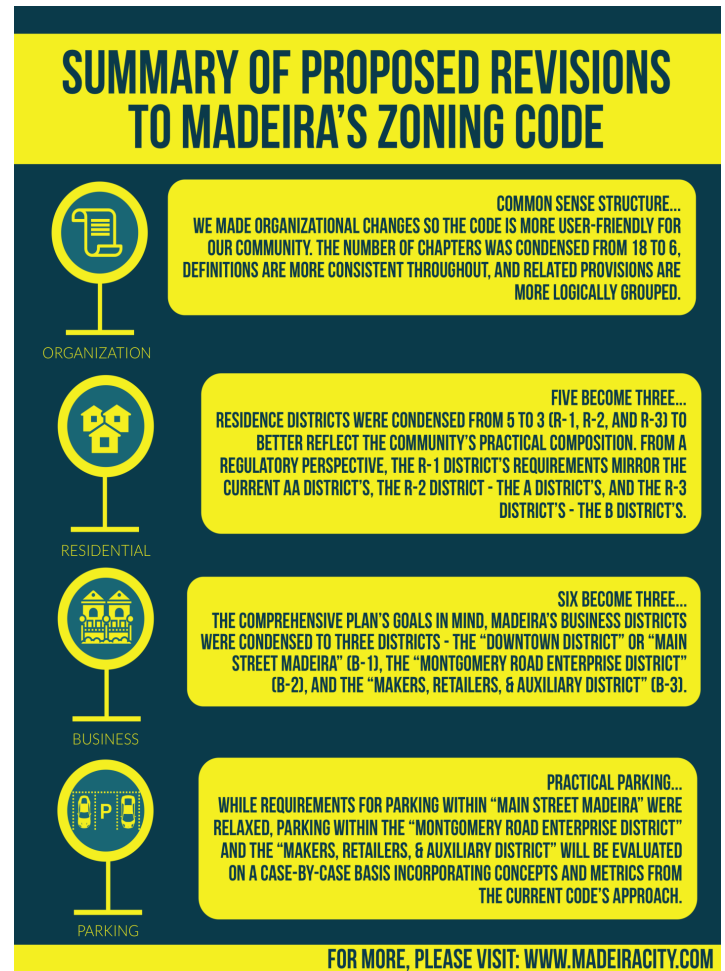
We understand the City's desire to conduct a holistic review of Part 12 of the City of Brunswick's Codified Ordinances (including Titles Two, Four, and Six) that builds off recommendations presented in the October 2023 Zoning Code Diagnostic. Our Team will meet extensively with City staff, Planning Commission, Board of Zoning Appeals members, and other relevant stakeholders to ensure code updates are easily understandable and meet the needs of the City. It is important that both stakeholders and the public easily understand zoning code revisions and how they may be impacted. An example of how zoning code changes were summarized and presented to Madeira City Council and its residents is illustrated below.

One critical consideration when updating the Code is assessing the City's ability to enforce Code updates. Our Team will meet with City staff early in the update process to understand the City's current staffing and workflows as it relates to zoning and building code enforcement and the desire/potential to add staff if needed to enforce Code updates.

Our team will focus on making the code easier to navigate and more user friendly for the City as well as prospective developers. Updates may include removing outdated and confusing terminology referenced in the Code, creating a glossary for important terms and fee schedules, incorporating graphics and charts where appropriate, and reorganizing Titles Two, Four, and Six as suggested within the Zoning Diagnostic.

Based on recommendations from both the Comprehensive Plan and Zoning Diagnostic our team will investigate the desire to develop Overlay Districts where appropriate (e.g. along Center Road by the I-71 interchange or along Pearl Road north of Center Road) or create new zoning designations to address regulating the form of future development including scale, density, mix of uses, walkability, aesthetics, landscaping, and lighting. Existing Special Planning Districts (seven in total) will be assessed, and our team will provide recommendations to either combined or amends these districts to streamline the Code.

We will also address and provide case study examples for new zoning best practices that have developed since the last holistic Planning & Zoning Code update in the early 2000's. These regulations could include, but are not limited to addressing short-term rentals, temporary and holographic signs, enhanced stormwater regulations, shared parking standards, marijuana distribution, solar panels, and walkability.



PROJECT APPROACH

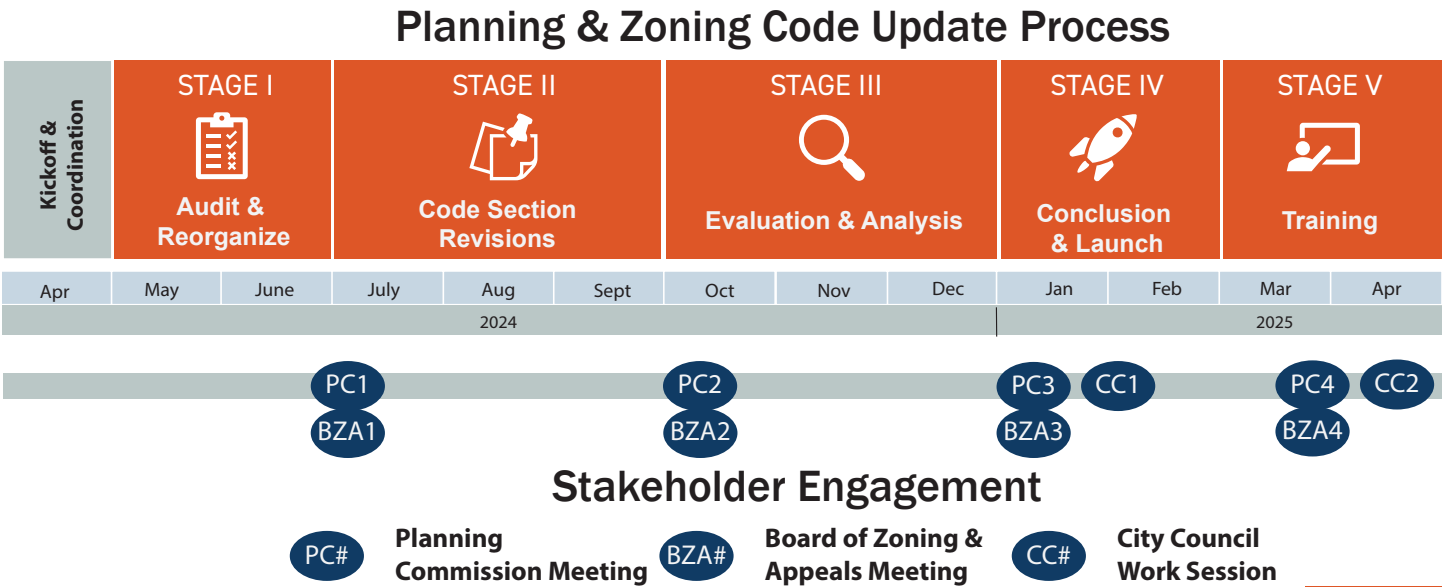
A Staged Approach: Concurrence Points

The conclusion of each stage will serve as a concurrence point to provide approval of that respective stage’s work product before embarking on the next stage of the process:

- i. **Stage 1: Audit & Reorganize** – During this stage our team will review past planning efforts including the Comprehensive Plan Update and Zoning Code Diagnostic to fully understand the code revision priorities of the City. Our team will also review and summarize strengths and weakness of Titles Two, Four, and Six of the City’s Planning and Zoning Code based on zoning best practices. We plan to meet with City staff (e.g. Economic and Community Development Director, City Engineer, Law Director, etc.) early in this stage to fully understand the capacity of the City to enforce the existing code and future code updates. This information will assist our team in developing and prioritizing realistic code revisions.
- ii. **Stage 2: Code Section Revisions** – From information gathered in Stage 1 our team will develop a working outline to address issues identified and suggest recommended improvements. Once recommendations within the outline are reviewed by Planning Commission and Board of Zoning Appeals and approved by City staff, our team will begin to draft sections of code revisions for administrative review. Our team will provide a revised Planning and Zoning Code that will illustrate changes made to aid and facilitate City review. Revisions will also include updates to the zoning map, the addition of figures, charts, and tables to make the code easier to understand.
- iii. **Stage 3: Evaluation and Analysis** Once draft code revisions are developed and preliminary approved by City staff, our team will conduct a joint work session between Planning Commission and Board of Zoning Appeals to review code revisions in detail. This will be an iterative process with our team revising code updates to meet the needs of the community. Ultimately, this stage will take up to three months and may require multiple meetings with Planning Commission and Board of Zoning Appeals to ensure code revisions are acceptable.
- iv. **Stage 4: Conclusion and Adoption** – Once code revisions are acceptable to City staff, Planning Commission, and Board of Zoning Appeals our team will present summarized code revisions to City Council and the public. Our team will work with Planning Commission, Board of Zoning Appeals, and City Council to adopt proposed changes.
- v. **Stage 5: Training** – Once the revised zoning code is adopted, our team, led by Mr. Brian Fox, will host a series of training sessions to ensure that City staff, Planning Commission, Board of Zoning Appeals, and City Council members are aware of recent changes and are informed on how to enforce and implement to new code document.

Staff Meetings

We anticipate meeting with City staff on a monthly basis throughout this Planning and Zoning Code update to ensure that our team is working in concert with the City.



PROJECT EXAMPLES

City of Madeira

Zoning Code Update

After collaborating on the development and adoption of the City of Madeira's first ever Comprehensive Plan in 2019, Brian Fox and Envision began working to implement the new plan through an overhaul of their zoning code. The Madeira zoning code update was led by Brian Fox, with strategic planning and mapping support from Envision.

Key updates including a streamlining of the code to be responsive to both modern development trends and community preferences identified in the Comprehensive Plan:

Restructuring/Organization: The consultant team made structural and organizational revisions to make the Code more user-friendly. They shrunk the number of chapters from eighteen to six by condensing, reordering, and reorganizing sections so related provisions are more logically grouped.

New District Structures: The zoning code update moved to a more condensed tripartite structure to both the residence and business districts. The previous five residential zoning classifications have been consolidated to three Residence Districts (R-1, R-2, and R-3), effectively eliminating the AAA District and the A-2 District (neither of which involve many residences).

Business Districts (see graphic): In 2019, there were six business-related districts. The zoning code update revised that down to three districts (B-1, B-2, and B-3). The B-1 – Downtown District (Main Street Madeira) replaces and collapses the former Main Street Core District and Central Business District. The B-2 – Montgomery Road Enterprise District focuses on commercial enterprises along the Montgomery Road corridor. The B-3 – Makers, Retailers, & Auxiliary District focuses on businesses that assemble or sell products and professional office space.



Contact:

Michael Norton-Smith

City Manager

mnorton-smith@madeiracity.com

513.561.7228

Columbia Township (Lorain County)

Zoning Resolution Update

The Roetzel and Envision Team worked closely together over that last year to update the Township's Comprehensive Plan and implement plan recommendations to update the Township's Zoning Resolution. Envision led the Comprehensive Planning process to determine Township goals and priorities while Roetzel provided technical assistance performing a zoning diagnostic on the Township's current Zoning Resolution and recommendations for Zoning Resolution updates. Roetzel is currently leading the Zoning Resolution update and working with the Township's Zoning Commission and Trustees to implement zoning recommendations from the Comprehensive Plan. Roetzel has monthly meetings with the Zoning Commission to gather feedback on resolution updates including: reorganizing the resolution's format to be more visual and user friendly, injecting regulations to address new zoning topics (i.e. Short-term rental, marijuana distribution, solar panels, and agricultural tourism regulations), revising township review processes and enforcement, and developing new zoning districts to meet future land use recommendations. The Zoning Resolution update will be completed by June 2024.



Contact:

Tony Manning

Township Trustee

Tony@columbiatwp.us

330.523.9674

FEE ESTIMATE

Project Cost

The Roetzel team is fully prepared and capable of delivering the City of Brunswick's Planning and Zoning Code Update in accordance with the Scope of Work identified in your RFP within a **not to exceed \$98,600** project budget outlined below in the Price Proposal.

The proposed budget is inclusive of all meeting attendance and facilitation, travel expenses, correspondence and staff report preparations, document preparation and production, public information mailings, and document graphics or other necessary presentation graphics, web hosting, and all required surveying and assessments, etc.

Roetzel invoices monthly for work performed on a percentage completed basis.

Price Proposal		
Stage	Description	Total Fee
1	Audit & Reorganize	\$14,800
2	Code Section Revisions	\$19,750
3	Evaluation & Analysis	\$24,250
4	Conclusion & Launch (includes final approvals & code adoption)	\$21,000
5	Training (City Staff, PC, BZA, Council, and Public)	\$18,800
PROJECT TOTAL NOT TO EXCEED FEE		\$98,600

PROPOSED LEGISLATION



DATE: 5/13/2024

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Magovac

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 51-2024** - An emergency resolution authorizing the City Manager and City Engineer to submit a Program Year 2024 Community Development Block Grant application for the Randall-Sheri-Rose Improvement Project. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

BACKGROUND: New legislation request

PURPOSE AND EXPLANATION: Funds for the Randall-Sheri-Rose Improvements will be sought through the Allocation Program. The Randall-Sheri-Rose Improvements will consist of concrete slab/joint repairs, catch basin repairs, and an asphalt overlay on the entire length of all three streets.

IMPLEMENTATION SCHEDULE: Application(s) will be submitted immediately to the County Commissioners. Should the application(s) be successful, construction would occur during the 2025 and/or 2026 construction seasons.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: For 2025 Budget & Road 5 Year forecast, the total engineer estimated project costs = \$589,605.00. The City is seeking \$120,000 in CDBG grant funding for this project (construction only) through the Medina County CDBG grant program. If successful with this grant award, an additional estimated amount of \$469,605 would be recommended to be earmarked in the Road Capital Projects Fund for the remaining construction, engineering and inspection costs.

RECOMMENDED ACTION:

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

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

It is requested that legislation is passed by emergency measure with suspension of the rules for the immediate preservation of the public peace, property, health, safety, or welfare, and providing for the usual daily operation of a municipality, and for the further reason that the PY 2024 CDBG application(s) must be submitted to the Medina County Commissioners in a timely manner.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 51-2024

BY: Mr. Smith, Mr. Abella, and Mrs. Piper

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER
AND CITY ENGINEER TO SUBMIT A PROGRAM YEAR 2024
COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION FOR THE
RANDALL-SHERI-ROSE IMPROVEMENT PROJECT.

WHEREAS: The Randall-Sheri-Rose Improvement Project will consist of concrete slab/joint repairs, catch basin repairs and asphalt overlay on the entire length of all three (3) streets.

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

SECTION 1: The City Manager and City Engineer are hereby authorized to submit Program Year 2024 Community Development Block Grant application to Medina County for the Randall-Sheri-Rose Improvement Project.

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 Program Year 2024 Community Development Block Grant application must be timely submitted to Medina County. 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

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 5/13/2024

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Magovac

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 52-2024** - An emergency resolution authorizing the City Manager to enter into an agreement with the Medina County Commissioners and Specialized Construction, Inc. for the construction of the McKinley-Garfield Resurfacing Project in an amount not to exceed \$119,650.00. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Matt Jones*)

BACKGROUND: On May 23, 2022, City Council authorized the City Manager and City Engineer to submit a Community Development Block Grant (CDBG) grant application to Medina County for the Old Presidential Resurfacing Project.

On February 13, 2023, the State of Ohio, Grantor, and the Medina County Board of Commissions, Grantee, executed a CDBG Program Grant Agreement.

The CDBG Grant Agreement Project category #3 includes a CDBG grant award amount of \$121,500 with a City cost share of \$20,000 for the construction costs for this project. The grant award will be spent first with the City share being spent last, if required. The City is directly responsible for the engineering and inspection costs for this project and is funded outside of this grant.

It is the City's current understanding that Medina County will pay the contractor directly up to the maximum grant award provided the work is completed, and they receive all the approved and required paperwork from the City.

Public bidding was held by the Medina County Department of Community Development and one bid was received. Specialized Construction was the lowest and best bid received at \$119,650.

PURPOSE AND EXPLANATION: The proposed project will seek to extensively repair and resurface portions of Garfield and McKinley Avenues. Also see Background information.

IMPLEMENTATION SCHEDULE: The project is anticipated to commence in June and will take approximately 30 days to complete.

**FINANCIAL
INFORMATION:**

**FINANCIAL
SUMMARY:**

The City's cost share for any expenses for this project will require a certified purchase order pursuant to ORC 5705.41D and will come from the Road Capital Projects Fund #333. The City anticipates booking a memo receipt and expense for the Medina County/CDBG grant amount to reflect the total costs of this project on our books.

GASB 34 requires the City to report the entire cost of this project/roads, since the City is responsible for maintaining these roads.

**RECOMMENDED
ACTION:**

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

If emergency or suspension of the rules, why the request?
It is requested that legislation is passed by emergency measure with suspension of the rules for the immediate preservation of the public peace, property, health, safety, or welfare, and providing for the usual daily operation of a municipality, and for the further reason that this project may commence and be substantially completed during the 2024 construction season.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 52-2024

BY: Mr. Smith, Mr. Abella, and Mrs. Piper

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE MEDINA COUNTY COMMISSIONERS AND SPECIALIZED CONSTRUCTION, INC. FOR THE MCKINLEY-GARFIELD RESURFACING PROJECT IN AN AMOUNT NOT TO EXCEED \$119,650.00.

WHEREAS: The McKinley-Garfield Resurfacing Project (the “Project”) was bid by the Medina County Department of Community Development in accordance with public bidding requirements, with one (1) bid received; and

WHEREAS: The one (1) received public bid was opened on May 2, 2024, with Specialized Construction, Inc. determined to be the lowest and best bidder; and

WHEREAS: The Project is being funded with a Community Development Block Grant.

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 the Medina County Commissioners and Specialized Construction, Inc., the lowest and best bidder, for the McKinley-Garfield Resurfacing Project in an amount not to exceed \$119,650.00.

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 for completion of the Project during the 2024 construction season. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

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

BID TABULATION**MCKINLEY-GARFIELD RESURFACING****CITY OF BRUNSWICK****DATE: MAY 2, 2024**CVE JOB NO. **23375**Engineer's Estimate **\$118,925**

				Specialized Construction	
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
1	PARTIAL DEPTH REPAIRS	SY	750	\$40.00	\$30,000.00
2	FULL DEPTH REPAIRS	SY	500	\$50.00	\$25,000.00
3	SUBBASE REPLACEMENT	CY	50	\$52.00	\$2,600.00
4	CRACK SEALING	LUMP	1	\$9,000.00	\$9,000.00
5	DODOT 882 DOUBLE CHIP SEAL	SY	5,900	\$6.00	\$35,400.00
6	MASTIC SURFACE SEAL	SY	5,900	\$1.50	\$8,850.00
7	MANHOLE ADJUSTED TO GRADE	EACH	3	\$2,100.00	\$6,300.00
8	VALVE/MONUMENT BOX ADJUSTED TO GRADE	EACH	4	\$500.00	\$2,000.00
9	MISCELLANEOUS METAL	LBS	500	\$1.00	\$500.00
TOTAL PROJECT COST				TOTAL	\$119,650.00
				DAYS TO COMPLETE: 30	
				EARLIEST START DATE: 6/17/24	

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State of Ohio Community Development Block Grant (CDBG) Program Grant Agreement

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development (the "Grantor") and **Medina County Board of Commissioners** (the "Grantee") for the period **September 1, 2022 to October 31, 2024**.

Background Information

- A. Pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, (the "Act"), the United States Department of Housing and Urban Development ("HUD") has been authorized by the Congress of the United States to make grants to states for community and economic development and has made available a grant to the State of Ohio through Grantor.
- B. Grantor, through its Office of Community Development, has been designated and empowered to receive, administer, and disburse block grant funds for community and economic development activities to units of general local government in nonentitlement areas of Ohio, and to provide technical assistance to them in connection with community and economic development programs.
- C. Grantee has submitted to Grantor an application, which is not attached hereto but is incorporated herein by reference as if fully set forth herein, setting forth a list of activities (herein referred to individually as "Project" or collectively as "Projects"), and Grantor has approved the Project(s).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the parties hereby agree as follows:

Statement of the Agreement

- 1. **Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$500,000** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in **Attachment A: Scope of Work and Budget**, which is attached hereto, made a part hereof, and incorporated herein by reference. The award of the Grant Funds shall be contingent upon the special conditions set forth in **Attachment B: Program Requirements**, attached hereto, made a part hereof and incorporated herein by reference, which must be complied with in full.
- 2. **Scope of Work.** Grantee shall undertake the Project(s) as listed in Attachment A and the application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests, and provide guidance and direction to Grantee concerning the performance of the work described in this Agreement. Within a reasonable period, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement.
- 3. **Use of Grant Funds.** The Grant Funds shall be used solely for the stated purposes set forth in this Agreement and Attachment A, and the expenditures shall be supported by contracts, invoices, vouchers, and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Attachment C: Reporting Requirements**, which is attached

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hereto, made a part hereof and incorporated herein by reference, evidencing the costs incurred. All interest earned on the Grant Funds shall be remitted to the US Department of Housing and Urban Development (HUD), as specified by Grantor. If the Grant Funds are not expended in accordance with the terms, conditions and period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement. Grantee shall require delivery before payment is made for purchased goods, equipment, or services unless the Grantee obtains satisfactory security from the vendor.

4. **Term.** The parties agree that the term of this Agreement shall be the Grant Period. Grantee shall not incur any expenses to be reimbursed with the Grant Funds except during the Grant Period. Exceptions are outlined in **OCD 20-01: Grant Operations and Financial Management Policy**.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a draw request. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement.
6. **Accounting of Grant Funds.** Grant Funds shall be deposited and maintained in a separate fund account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner that is consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.
7. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Attachment C. All records of the Grantee shall be maintained in accordance with **OCD 20-01: Grant Operations and Financial Management Policy**.
8. **Grantee Requirements.** Grantee shall comply with Grantor's Program Policy Notices, located online at <https://development.force.com/OCDTA/s/>, which may be amended and updated from time to time. Grantee shall comply with assurances and certifications contained in **Attachment D: Grantee Assurances and Certifications** and **Attachment E: Local Government Certifications to the State**, which are attached hereto and made a part hereof.
9. **Records, Access, and Maintenance.** Grantee shall establish, and physically control for at least three years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
10. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere

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unreasonably with the normal business operations, Grantee shall make available to Grantor, and to appropriate state agencies or officials, for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

11. **Audits.** An audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in **2 CFR 200 Subpart F – Audit Requirements** within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. In addition, Grantees must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven (7) days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantees may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to Special Projects Coordinator, Audit Office, P. O. Box 1001, Columbus, Ohio 43216-1001.
12. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in **Section 125.111 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.** Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to the aforementioned classes. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to the aforementioned classes. Grantee will incorporate the requirements of this paragraph in all its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
13. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the **Code of Federal Regulations (CFR) Title 29, Part 5** to the extent that such activity is subject to the **Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148**, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the **Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708**. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the

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construction work to be assisted by this Project(s), Grantee will comply with the provisions of **Ohio Revised Code (ORC) Sections 4115.03 to 4115.16**, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

- 14. Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in Attachment A. Grantee shall fully indemnify Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.
- 15. Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 17, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
- 16. Certification of Grant Funds.** None of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the ORC, including but not limited to, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.
- 17. Termination**
 - a.** Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iv. Cancellation of the grant of funds from HUD.
 - b.** Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.
- 18. Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section,

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Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.

19. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
20. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, considering the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest. Additional information found in **OCD 15-07: Resolving a Potential Conflict of Interest**.
21. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents, and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
22. **Adherence to State and Federal Laws, Regulations.**
 - a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project if Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations
 - b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2)** will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply

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with the ethics and conflict of interest laws, is grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

23. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
24. **Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **ORC Section 9.66(C)(2)** and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to **ORC Section 9.66(C)(1)**. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to **ORC 2921.13(F)(1)**, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.
25. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **ORC 149.43** and are open to public inspection unless a legal exemption applies.
26. **Debarment.** Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency as defined in **2 CFR Part 180** and **2 CFR 2424**.
27. **Miscellaneous.**
 - a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
 - b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
 - c. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding

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or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

- d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
 - i. In the case of Grantor, to:

Ohio Department of Development
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief
 - ii. In the case of Grantee, to:

Medina County Board of Commissioners
144 N Broadway St Medina, OH 44256
- f. **Amendments or Modifications.** Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement. Additional information found in **OCD 20-01: Grant Operations and Financial Management Policy**.
- g. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. **Assignment.** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor. Additional information found in **OCD 15-01: Responsibility for Grant Administration**.

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- j. **Permissible Expenses.** If "travel expenses," as defined in **Ohio Administrative Code Section 126-1-02 (the "Expense Rule")**, are a cost of the Project and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed, and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. **Binding Effect.** Each and all the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. **Survival.** Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. **Counterparts: PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.

Signature

Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

Grantee:
Medina County Board of Commissioners

Authorized Official

Printed Name:

Colleen M. Swedyk

Title:

Board President

Date:

1/31/23

Grantor:
State of Ohio
Department of Development

By:

Printed Name:

Title:

Date:

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Attachment A: Scope of Work and Budget

Grantee Information	
Grantee	Medina County Board of Commissioners
Address	144 N Broadway St Medina, OH 44256
County	Medina
Phone	330-722-9208

Grant Information	
CFDA	14.228
FTI Number	34-6001851
Program	Community Development Program
Grant Number	B-F-22-1BV-1
Grant Award	\$500,000

Grant Dates	
Award Date	September 1, 2022
Work Completion Date	August 31, 2024
Draw Date	September 30, 2024
Grant Completion Date	October 31, 2024

Project Description

Medina County will use its PY 2022 Community Development Program funds to complete six projects. The county will: 1) assist Montville Township with a parks and recreation facilities project that will install approximately 1,405 linear feet of hard pathways; 2) Complete a public services project with United Way; 3) Assist the City of Wadsworth with a sidewalk improvement project that will replace approximately 3,220 linear feet of sidewalk; 4) Complete a parks and recreation facility project in the Village of Lodi; 5) Assist the City of Brunswick complete a street improvement project that will rehabilitate 2,500 linear feet of asphalt pavement. 6) Provide emergency housing assistance to income-qualified households in Wadsworth. Medina County will also complete a planning activity and a standard fair housing program. Medina County received a waiver to exceed the five-project limit per the Consolidated Plan.

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Source of Funds					
Provider	Amount	Fund Category	Fund Type	Term	Interest Rate
City of Brunswick	\$20,000	State and Local Funds	Grant		
City of Wadsworth	\$133,639	State and Local Funds	Grant		
Montville Township	\$79,975	State and Local Funds	Grant		
United Way of Summit and Medina	\$26,470	Private Funds	Grant		
Village of Lodi	\$7,500	State and Local Funds	Grant		
Westfield Insurance	\$94,672	Private Funds	Grant		
Grant Funds	\$500,000				

Awarded Program Budget				
Project Category/Activity Name	Total Cost	CDBG Amount	Other Amount	Source of Other Amount
1-Richman Field Park Access/ 1-Parks & Rec. Facilities	\$46,400	\$38,900	\$7,500	Village of Lodi
2-Wadsworth Sidewalk Improvements/ 1-Sidewalk Improvements	\$263,639	\$130,000	\$133,639	City of Wadsworth
3-Old Presidential Resurfacing/ 1-Street Improvements	\$141,500	\$121,500	\$20,000	City of Brunswick
4-Cobblestone Pathways Ph. 3/ 1-Parks & Rec. Facilities	\$149,975	\$70,000	\$79,975	Montville Township
5-Administration/ 1-Fair Housing Program	\$6,000	\$6,000	\$0	
5-Administration/ 2-General Admin	\$29,500	\$29,500	\$0	
5-Administration/ 3-Planning	\$12,000	\$12,000	\$0	
6-United Way Financial Coaching/ 1-Public Services	\$193,242	\$72,100	\$121,142	Multiple Sources
7-Wadsworth Housing Assistance/ 1-Public Services	\$20,000	\$20,000	\$0	
Total Awarded:	\$862,256	\$500,000	\$362,256	

AdminFH	LMIBenefit	PublicService
7.10 %	100.0000 %	18.42 %

Program Data			
Program Location	Beneficiaries	LMI Percent	National Objective
Richman Field Park Access	275	56.18 %	Area Wide Benefit (LMA)
Wadsworth Sidewalk Improvements	1,045	68.90 %	Area Wide Benefit (LMA)
Old Presidential Resurfacing	115	59.71 %	Area Wide Benefit (LMA)
Cobblestone Pathways Ph. 3	50	100.00 %	Limited Clientele (LMC)
United Way Financial Coaching	500	100.00 %	Limited Clientele (LMC)
Wadsworth Housing Assistance	15	100.00 %	Limited Clientele (LMC)

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Service Area			
Project Name	Activity Qualified	Census Tract Number/ Benefitting Jurisdiction	Block Group Number
1-Richman Field Park Access	Census	Lodi	ALL
2-Wadsworth Sidewalk Improvements	Census	4173.00	2
3-Old Presidential Resurfacing	Census	4162.00	1
4-Cobblestone Pathways Ph. 3	Limited Clientele (LMC)	Montville township	ALL
6-United Way Financial Coaching	Limited Clientele (LMC)	Medina County	All
7-Wadsworth Housing Assistance	Limited Clientele (LMC)	Wadsworth	ALL

Program Outcomes	
Program Location	Projected Outcomes
1-Project Parks & Rec. Facilities	750 General Park Improvements
1-Project Parks & Rec. Facilities	680 Ln. Ft. of Walkway
1-Project Parks & Rec. Facilities	2 Parking Spaces
2-Project Sidewalk Improvements	3,220 Linear Feet
3-Project Street Improvements	2,500 Linear Feet
4-Project Parks & Rec. Facilities	1,405 Ln. Ft. of Walkway
5-Administration Fair Housing Program	1 Standard Fair Housing Program
6-Project Public Services	600 Households Asst. with Counseling/Education
7-Project Public Services	15 Households Assisted

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Attachment B: Program Requirements

Community Development Block Grant Program

1. **Grant Execution.** This Agreement must be signed by Grantee's authorized official, approved by its governing body, and returned to Grantor within 10 working days of receipt. Failure to do so may result in the cancellation of this Agreement.
2. **Environmental Review Requirements.** Grant activities cannot be implemented prior to an Environmental Release of Funds from Grantor. Drawdown requests from Grantee for specific activities under this Agreement will not be processed until Grantee's Environmental Review process has been appropriately completed and accepted by Grantor.
 - a. Grantee must submit a Request for Release of Funds (RROF) and/or Environmental Review Certification by **February 15, 2023**, for all PY 2022 Community Development Block Grant (CDBG) Community Development Program activities not included in the Environmental Review Documentation and Certification Form for General Administration, Fair Housing, and Planning. Grantor will provide written notification if Grantee fails to meet the **February 15, 2023** deadline. Failure to meet the **February 15, 2023** deadline may reduce the likelihood Grantor will approve any request for extension or amendment of the Agreement. Failure to meet the **February 15, 2023** deadline will also affect the Grantee's administrative capacity rating, which may impact the Grantee's ability to apply successfully for competitive OCD-funded programs.
3. **Eligible Costs.**
 - a. Expenditures may only be made for those activities contained in the Scope of Work. In no case may expenditures be made for an activity considered ineligible under the CDBG regulations or not allowed under the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the Ohio Department of Development (Development) website here:
https://development.ohio.gov/cs/cs_ocp.htm.
 - b. Amendments to the Scope of Work must be made in accordance with the procedures set in the State of Ohio Consolidated Plan. The current State of Ohio Consolidated Plan can be found on the Development website here:
https://development.ohio.gov/cs/cs_ocp.htm. Additional information found in **OCD Program Policy 20-01: Grant Operations and Financial Management Policy**.
 - c. The costs of preparing the application and environmental review may be incurred before the date of Grant Agreement execution.
4. **Fair Housing Requirements.** Grantees are required to affirmatively further fair housing and document actions and compliance. Listed below are the specific minimum requirements for Grantees receiving State Community Development Block Grant Program funds.

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Grantee shall:

- a. Appoint a local fair housing coordinator who is an employee of the unit of general local government and will generally be accessible Monday through Friday. A qualified consultant or local agency may serve as the local fair housing coordinator, upon OCD's written approval. The local fair housing coordinator's name, address and phone number must appear in all fair housing materials and on the Grantee's official website.
- b. Conduct or update an analysis of impediments to fair housing choice (AI). The AI should identify policies, actions, omissions, or decisions that restrict housing choice based on race, color, religion, sex, national origin, disability, familial status, ancestry and military status. The AI should describe impediments to fair housing choice and include, at a minimum, jurisdictional background data and maps, a summary of fair housing complaints within the jurisdiction, and a plan of action – with a timetable – to address identified impediments. The AI must be updated annually. If the Grantee is not covered by an existing, OCD-approved AI, the Grantee must submit an AI within three months of a CDBG- or HOME-funded award.
- c. Establish and implement a process to receive fair housing complaints and refer cases to the Ohio Civil Rights Commission, which is charged with investigation and enforcement. Records must describe the type of referral, copies of Housing Discrimination Complaint records (HUD-903 or equivalent), referral date and any follow-up action.
- d. Design a fair housing training program that includes presentations to:
 1. Residents of areas in which CDBG or HOME activities are being undertaken, or to special populations affected by the activities;
 2. A minimum of three civic groups, organizations, or schools (per calendar year during the grant period);
 3. Participants in homebuyer education programs associated with Homeownership Assistance activities; and
 4. Property owners who participate in rental repair/rehabilitation projects.

Records for each training session must contain an agenda, sign-in sheet, minutes, and a description of the audience.

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- e. Develop and distribute fair housing information and materials (e.g., posters, pamphlets, brochures, or other informational materials) to a minimum of 10 area agencies, organizations, or public events (e.g., county fair, post office, employment services office, etc.) quarterly throughout the grant period. A Community Development Allocation recipient that also receives a Community Housing Impact and Preservation (CHIP) Program award must include five additional area agencies, organizations, or public events in its distribution strategy. The local fair housing coordinator's telephone number (including a telephone number for the hearing impaired) must be included on all outreach materials. Records regarding the outreach strategy must include distribution locations, dates and a description of the type and quantity of distributed materials. If the Grantee undertakes residential rehabilitation/repair, residential new construction, tenant-based rental assistance or down payment assistance, it must provide fair housing information to each program applicant.
 - f. Adopt affirmative marketing procedures and submit an Affirmative Fair Housing Marketing Plan (AFHMP) to OCD for CDBG- or HOME-assisted multifamily rehabilitation projects containing five or more units.
 - g. Ensure projects funded wholly or in part with HOME, CDBG, or NTF funds comply with **24 CFR Part 5, Subpart 'L' - Violence Against Women Act (VAWA)**.
5. **Program Income.** Any program income resulting from expenditures of CDBG funds must be expended in accordance with [OCD 15-04: Program Income Policy](#), incorporated by reference herein.
6. **Program Completion Agreements.** All projects, as identified in the Scope of Work, must be completed, i.e., work finished, by **August 31, 2024**. Any work not completed by this time may not continue without written approval by Grantor. There must also be a clause in each contract, funded in whole or part with CDBG funds, which stipulates that work be completed no later than **August 31, 2024**.
7. **Drawdown Requests.** All drawdown requests from Grantee for the Grant Funds under this Agreement must be received by Grantor by **September 30, 2024**.
8. **Closeout Requirements.**
- a. Final Performance Reports for Grantee's program, as described in **Attachment C: Reporting Requirements**, which is attached hereto, made a part hereof and incorporated herein by reference to this Agreement, must be submitted to Grantor by **October 31, 2024**.
 - b. Audit reports must be submitted according to the timeframes and procedures set in Reporting Requirements.
9. **Clearance, Conversion, or Acquisition of Dwelling Units.** Any and all occupied rental units and all vacant occupiable low- and moderate-income units (rental or owner occupied) demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of activities assisted under the CDBG program must be replaced with low- and moderate-income dwelling units, according to procedures established in the community's Anti-

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Displacement and Relocation Plan.

A low- and moderate-income dwelling unit is defined as a unit with a market rental, including utility costs, that does not exceed the applicable Section 8 Fair Market Rent.

A vacant occupiable dwelling unit is one which meets any of the following criteria:

- a. A vacant unit that is in standard condition (i.e., meets or exceeds local codes, or where no local code exists, OCD Residential Rehabilitation Standards (RRS) contained in Part II of the OCD Housing Handbook. The OCD Housing Handbook can be found on the OCD website here: <https://development.force.com/OCDTA/s/article/Housing-Handbook>);
- b. A vacant dwelling unit that is in substandard condition, but can be classified as "suitable for rehabilitation," as prescribed by Grantor; or
- c. A vacant dwelling unit in any condition (standard or substandard) that has been occupied (by a person with a legal right to occupy the property) at any time within the period beginning three months before the date of the execution of the funding agreement covering the rehabilitation or demolition.

10. **Housing Rehabilitation Activities.** Housing rehabilitation activities must be implemented in accordance with the Grantor's Housing Handbook. In addition, Grantee must develop and adopt a local policies and procedures manual. All rehabilitation must meet or exceed the OCD's current **Residential Rehabilitation Standards (RRS) contained in Part II of the OCD Housing Handbook**. The OCD Housing Handbook can be found on the OCD Technical Assistance website at: <https://development.force.com/OCDTA/s/article/Housing-Handbook>.

Emergency home repair activities must meet the definition of "emergency" as included in Grantor's Housing Handbook. Grantee may not classify a repair as an emergency to: avoid establishing a local walk away policy; or to complete rehabilitation activities that do not meet the requirements included in the RRS.

11. **Special Condition on Lead Based Paint.** The Special Condition applies only to residential units and/or child occupied facilities that undergo rehabilitation with HUD funds where the HUD rehabilitation assistance does not exceed \$25,000 per unit, and where a lead-safe renovator listed by Ohio Department of Health (ODH) applies interim control measures to identified lead-based paint hazards or any lead-based paint hazards created because of the rehabilitation work pursuant to **24 CFR Part 35.930**. This Special Condition does not apply to units that are listed as exempt at **24 CFR Part 35.115** or that are within de minimis levels at **24 CFR Part 35.1350**. For activities that are covered by this Special Condition, Grantee shall:

- a. Distribute copies of lead-based paint educational brochures and materials prior to performance of any work when required to by **24 CFR 35.130** and get a receipt from the occupant that they have received the pamphlet.
- b. Use only lead-safe renovators who have completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program at a training provider approved by ODH.

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- c. Use clearance technicians who are trained by an ODH approved training provider or use a licensed Lead Abatement Inspector or a licensed Lead Abatement Risk Assessor to clear units after rehabilitation.
- d. Maintain a file of information on appropriately qualified personnel (including proof of their qualifications) that are involved in inspecting, rehabilitating, cleaning or examining projects where rehabilitation, remodeling, or paint repair work has been performed on HUD assisted projects funded by Grantee and furnish such information to Grantor personnel upon request.
- e. Maintain records in respective project files that document the results of any required clearance examination for a minimum of three years after completion of the project and allows Grantor to inspect these records upon request at any time during the three years after completion.
- f. Have a Risk Assessment performed by a licensed Risk Assessor on units prior to rehabilitation and maintain a copy of the Risk Assessment report in the project file, which file shall be retained by Grantee for a period of three years after completion of the project, and which shall be made available for Grantor inspection upon request at any time during this three-year time period.
- g. Have scope of work prepared by persons who have, at a minimum, successfully completed the one-day EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program or the Lead-Based Paint Risk Assessor Training or the Lead-Based Paint Contractor Training provided by a trainer approved and listed by ODH.
- h. Specify in the scope of work for projects involving lead-safe renovation each area that is subject to a clearance examination, and if the area is less than the entire unit, how the area will be appropriately isolated from the rest of the work site.
- i. Include the following provisions in each contract for renovation, rehabilitation, or paint repair in a lead-safe manner that is supported with HUD funds:
 - 1. That the contractor shall make available for inspection by Grantor staff, as well as Grantee's local staff, during normal business hours anytime while the renovation, rehabilitation, or paint repair is going on the entire work site, work specifications, and any documents related to the project.
 - 2. That the contractor will do work in a lead-safe manner in order to protect both workmen and occupants.
 - 3. That the contractor:
 - a. Shall maintain at the work site documentation of certification of all persons working on the project who have successfully completed the EPA Renovation, Repair, and Painting/Renovator's and Remodeler's Training Program (or documentation that such persons are licensed

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abatement contractors or workers); and

b. Shall provide such documentation to Grantor personnel upon request.

4. That Grantee will terminate an agreement with any contractor who does not do the renovation, remodeling, or paint repair work in a lead-safe manner consistent with **24 CFR 35.900 to 35.940**, and the **HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing**; and who fails to correct the inconsistent work practices.
5. That Grantee will not pay for renovation, remodeling, or paint repair work done in a non-lead-safe manner.
6. That each HUD-assisted unit that is subject to lead-safe renovation must pass a clearance examination. Clearance must be achieved using the methods and standards prescribed by **O.A.C. 3701-32-12**.
7. That a laboratory approved by the Director of the Ohio Department of Health shall conduct the analysis of all environmental samples.

12. Revolving Loan Funds. The grantee must transfer the appropriate Revolving Loan Fund (RLF) funds by resolution to the activities for which matching funds were committed in the Community Development Program application. The grantee is reminded it must follow all applicable CDBG rules and regulations pertaining to the activity for which the RLF funds are approved, including environmental review, procurement, and payment of federal prevailing wage rates. This special condition will serve as OCD's approval of the grantee's waiver request.

13. Expenditure of Funds. Any CDBG Critical Infrastructure Program grant funds committed to a Community Development Program project as match must be expended on a pro-rata basis with other private and public funds committed to this project as described in the Scope of Work. Any Allocation funds committed to a Critical Infrastructure project may be expended in full and are not subject to the pro-rata requirement. Grantee must keep appropriate documentation of these expenditures on file to show compliance. Examples are provided in [OCD 19-03: Pro-Rata Requirements for Office of Community Development Programs](#).

If the Scope of Work includes Neighborhood Revitalization Program funds, the Grantee must notify the Grantor of any changes or modifications to the financing package as identified in Attachment A of this agreement. Modification to the financing structure may affect the grant award to the Grantee.

14. Universal Identifier and Central Contractor Registration. As a recipient of federal funds, Grantee will be required to maintain an active registration in the System for Award Management (SAM) as required by **2 CFR Part 25**. Information on registration is available at www.sam.gov.

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Attachment C: Reporting Requirements

Grantee shall submit the reports listed below in an adequate and timely fashion. Grantor shall provide a format for these reports and shall instruct Grantee on the proper completion of said reports.

All report forms and requirements listed herein shall be provided by Grantor, but shall not be construed to limit Grantor in making additional and/or further requests, nor in the change or addition of detail to the items listed below:

1. Grantee shall submit to Grantor a Status Report within 30 days of the request by Grantor.
2. Grantee shall submit a Final Performance Report at the conclusion of the project(s) which are the subject of this Agreement.
3. Grantee shall comply with the reporting requirements as outlined in **2 CFR 200**.
4. Grantee shall retain all records, receipts, etc., for a period of three years after the Final Closeout of this Agreement per **2 CFR 200.333**. Grantor shall notify Grantee in writing once this Agreement has met the necessary requirements of Final Closeout.

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Attachment D: Grantee Assurances and Certifications

The following assurances will be contained in this Agreement between the Grantor and Grantee.

Grantee hereby assures and certifies to the following conditions:

1. It will affirmatively further fair housing, which means that it will take meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics; and that it will comply with the fair housing program requirements outlined in the Ohio Consolidated Plan.
2. It is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the Community Development Block Grant (CDBG) program or the HOME Investment Partnerships Program (HOME). By following a residential anti-displacement and relocation assistance plan it will minimize displacement of persons because of assisted activities.
3. It possesses legal authority under state and local law to carry out and the programs for which it is seeking funding, in accordance with applicable HUD regulations.
4. It will certify that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (**42 U.S.C. 4601**), and implementing regulations at **49 CFR part 24**.
5. It will certify that it will comply with Section 3 of the **Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)** and implementing regulations at **24 CFR part 75**, and will follow the prioritization of effort outlined in **§75.19**:
 - a. Employment and training.
 - i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, Grantee shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
 - ii. Where feasible, priority for opportunities and training described in the above paragraph should be given to:
 1. Section 3 workers residing within the service area or the neighborhood of the project, and
 2. Participants in YouthBuild programs.
 - b. Contracting
 - i. To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, Grantee shall ensure contracts for work awarded in connection with Section 3 projects are provided to business

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concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

- ii. Where feasible, priority for contracting opportunities described in the above paragraph should be given to:
 1. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
 2. YouthBuild programs.

6. It will certify that it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of **§570.486** and **42 U.S. Code § 5304**.
7. It will identify community development and housing needs including the needs of low-income and moderate-income families, and the activities to be undertaken to meet these needs.
8. It will comply with the current state of Ohio Consolidated Plan that has been approved by HUD.
9. It will certify that it has complied with the following criteria related to assessments and fees:

Special assessment definition: The term "special assessment" means a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from installing a public improvement, such as streets, water or sewer lines, curbs and gutters. The amount of the fee represents the prorated share of the capital costs of the public improvement levied against the benefiting properties or a one-time charge made as an access condition to the public improvement. This term does not relate to taxes, or establishing real estate value for levying real estate, property or ad valorem taxes, nor does it include periodic charges based on using public improvements, such as water or sewer user charges, even if such charges include recovering all or some portion of the public improvement's capital costs.

Where CDBG funds are used to pay all or part of public improvement cost, special assessments may be used to recover capital costs as follows:

- a. Special assessments to recover the CDBG funds may be made only against properties owned and occupied by households not of low- and moderate- income. Such assessments constitute program income.
- b. Special assessments to recover the non-CDBG portion may be made provided that CDBG funds are used to pay the special assessment on behalf of all properties owned and occupied by low- and moderate-income households; except that CDBG funds need not be used to pay the special assessments on behalf of properties owned and occupied by moderate-income households if the grant recipient certifies that it does not have sufficient CDBG funds to pay the assessments on behalf of all the low- and moderate-income, owner-occupant households. Funds collected through such special assessments are not program income.

Program funds may be used to pay all, or part of special assessments levied against a property

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when such assessments are used to recover the capital cost of eligible public improvements financed solely from sources other than CDBG funds, provided that:

- a. The assessment represents that property's share of the capital cost of the improvements;
- b. Installing the public improvements was carried out in compliance with requirements applicable to activities assisted under this part of the CDBG regulations including environmental, citizen participation and Davis-Bacon requirements; and
- c. Installing the public improvement meets a national objective criterion.

Special assessments cannot be paid for low- or moderate-income persons where the public improvement itself does not meet a national objective. To pay an assessment for a low- or moderate-income person means to pay the whole assessment as a grant.

10. It will certify that the grant will be conducted and administered in conformity with **title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601- 3619)** and implementing regulations.
11. Its activities concerning lead-based paint will comply with the requirements of **24 CFR 35, subparts A, B, J, K, and R.**
12. It will comply with all applicable laws.
13. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable:
 - a. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by **41 U.S.C. 1908**, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - c. Equal Employment Opportunity. Except as otherwise provided under **41 CFR Part 60**, all contracts that meet the definition of "federally assisted construction contract" in **41 CFR Part 60-1.3** must include the equal opportunity clause provided under **41 CFR 60-1.4(b)**, in accordance with **Executive Order 11246**, "Equal Employment Opportunity" (**30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339**), as amended by **Executive Order 11375**, "**Amending Executive Order 11246 Relating to Equal Employment Opportunity**," and implementing regulations at **41 CFR part 60**, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - d. Davis-Bacon Act, as amended (**40 U.S.C. 3141-3148**). When required by Federal program legislation, all prime construction contracts more than \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis- Bacon Act (**40 U.S.C.**

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3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (**29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”**). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the **Copeland “Anti-Kickback” Act (40 U.S.C. 3145)**, as supplemented by Department of Labor regulations (**29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”**). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**. Where applicable, all contracts awarded by the non-Federal entity more than \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with **40 U.S.C. 3702 and 3704**, as supplemented by Department of Labor regulations (**29 CFR Part 5**). Under **40 U.S.C. 3702 of the Act**, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work more than the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked more than 40 hours in the work week. The requirements of **40 U.S.C. 3704** are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. **Rights to Inventions Made Under a Contract or Agreement**. If the Federal award meets the definition of “funding agreement” under **37 CFR §401.2 (a)** and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of **37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,”** and any implementing regulations issued by the awarding agency.
- g. **Clean Air Act (42 U.S.C. 7401-7671q.)** and the **Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**, as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (**42 U.S.C. 7401-7671q**) and the Federal Water Pollution Control Act as amended (**33 U.S.C. 1251-1387**). Violations must be reported to the Federal awarding agency and the

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Regional Office of the Environmental Protection Agency (EPA).

- h. Debarment and Suspension (**Executive Orders 12549 and 12689**)—A contract award (see **2 CFR 180.220**) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at **2 CFR 180** that implement Executive Orders 12549 (**3 CFR part 1986 Comp., p. 189**) and 12689 (**3 CFR part 1989 Comp., p. 235**), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i. Byrd Anti-Lobbying Amendment (**31 U.S.C. 1352**)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by **31 U.S.C. 1352**. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- j. Section 3 of the **Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)** and implementing regulations at **24 CFR part 75**. Contracts for projects that meet the definition of “Section 3 Project” under 24 CFR 75.3(a)(2) must include language applying the requirements of Section 3 of the **Housing and Urban Development Act of 1968 (12 U.S.C. 1701u)** and implementing regulations at **24 CFR part 75**.
- k. See **§200.323** Procurement of recovered materials.
- l. See **§200.216** Prohibition on certain telecommunications and video surveillance services or equipment.
- m. See **§200.322** Domestic preferences for procurements.

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Attachment E: Local Government Certifications to the State

Title I, Section 106 of the Housing and Community Development Act of 1974, as amended, requires that no amount may be distributed by the State under the CDBG Program to any unit of general local government located in a non-entitlement area unless such unit of general local government certifies that:

1. It will minimize the displacement of persons because of activities assisted with such amounts.
2. Its program will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (**42 USC 2000d** et seq.) and the Fair Housing Act (**42 USC 3601-20**), and that it will affirmatively further fair housing.
3. It is following a detailed citizen participation plan which:
 - a. provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blight areas and of areas in which Section 106 funds are proposed to be used, and in the case of a grantee described in Section 106(a), provides for participation of residents in low- and moderate-income neighborhoods as defined by the local jurisdiction;
 - b. provides citizens with reasonable and timely access to local meetings, information, and records relating to Grantee's proposed use of the Grant Funds, as required by regulations of the Secretary, and relating to the actual funds under this title;
 - c. provides for technical assistance to groups representative of persons of low and moderate income that request such assistance in developing proposals with the level and type of assistance to be determined by Grantee;
 - d. provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, including at least the development of needs, the review of proposed activities, and review of program performance, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for the disabled;
4. It will not attempt to recover any capital costs of public improvements assisted in whole or in part under Section 108 or with amounts resulting from a guarantee under Section 108 by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (i) funds received under Section 108 are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from resources other than under this title; or (ii) for purposes of assessing any amount against properties owned and occupied by persons of low and moderate income, Grantee certified to the State it lacks sufficient funds received under Section 108 to comply with the requirements of clause (i).
5. In order to receive Title I funds, it will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in

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nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144 (the 1990 HUD Appropriations Act).

6. The chief executive officer of the unit of general local government certifies, to the best of his or her knowledge and belief, that:
 - a. no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement;
 - b. if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 - c. grantee shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

PROPOSED LEGISLATION



DATE: 5/13/2024

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Magovac

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 53-2024** - An emergency resolution authorizing the City Manager to enter into an agreement with Marks Construction, Inc. for the construction of the Plum Creek Greenway Phase 3 Project in an amount not to exceed \$962,758.25. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Matt Jones*)

BACKGROUND: Authorization for public bid granted by City Council motion on April 8, 2024. Bids were opened on May 1, 2024. Four bids were received. Marks Construction, Inc. was the lowest and best bidder with a base bid of \$900,465.00 and an additive alternate of \$62,293.25.

PURPOSE AND EXPLANATION: The proposed project will construct a 3,000-foot-long, 10-foot-wide asphalt multi-purpose trail on a new alignment from the Phase 2 trailhead parking lot at Laurel Road to the existing trail at Brunswick Lake. The additive alternate will provide for a 250-foot-long, 10-foot-wide asphalt connector trail to be extended from the main Phase 3 trail to the north end of Eisenhower Drive.

IMPLEMENTATION SCHEDULE: The project is anticipated to commence in June and is scheduled for completion in November.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The total project construction costs not to exceed \$962,758.25. The first \$587,633.57 is to be expended out of the Brunswick Lake Fund #360 - account #360-0812-56881 with the remainder of \$375,124.68 to come from the Capital Projects Improvement Fund #300, account#300-0812-56800.

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?

It is requested that legislation is passed by emergency measure with suspension of the rules for the immediate preservation of the public peace, property, health, safety, or welfare, and providing for the usual daily operation of a municipality, and for the further reason that this project may commence and be substantially completed during the 2024 construction season.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 53-2024

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MARKS CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE PLUM CREEK GREENWAY PHASE 3 PROJECT IN AN AMOUNT NOT TO EXCEED \$962,758.25.

WHEREAS: The City of Brunswick received four (4) bids for the Plum Creek Greenway Phase 3 Project (the “Project”), in accordance with public bidding requirements; and

WHEREAS: The four (4) received public bids were opened on May 1, 2024, with Marks Construction, Inc. determined to be the lowest and best bidder.

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

SECTION 1: That the City Manager, with the approval of the Law Director, is hereby authorized and directed to enter into an Agreement with Marks Construction, Inc., the lowest and best bidder, for the Plum Creek Greenway Phase 3 Project in an amount not to exceed \$962,758.25.

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 for substantial completion of the Project during the 2024 construction season. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

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

MEMO

Engineering Department



TO: City Council
FROM: Matthew M. Jones, P.E.
DATE: May 13, 2024
RE: Plum Creek Greenway Phase 3

On May 1, 2024, public bids were opened for the Plum Creek Greenway Phase 3 project. A tabulation of the bid results is attached for your reference. Four companies submitted bids for the project. The low bidder for the project was Marks Construction, Inc. at \$900,465.00 (base bid) and \$62,293.25 (additive alternate). The Engineer's estimate for the base bid was \$942,000.00. Fabrizi Trucking and Paving Co., Inc. was the second low bidder with a bid of \$1,098,880.00 (base bid) and \$76,130.00 (additive alternate).

This project will facilitate the installation of a 3,000-foot-long asphalt multi-purpose trail that will link the existing trailhead parking lot at Laurel Road to the existing trail at Brunswick Lake. The additive alternate will facilitate connecting this new trail to the north end of Eisenhower Drive. The project will also include drainage improvements, a boardwalk section of trail within the Plum Creek floodplain, and a crosswalk with flashing beacon signal at the trail's intersection with Brunswick Lake Parkway. This project extends the Phase 1 and 2 trails, providing connections between Plum Creek Park, Mooney Park, and Brunswick Lake Park.

CVE staff has contacted a sampling of municipal references provided by Marks Construction. The reference check did not find any reoccurring issues with Marks. Three municipalities were contacted, and all characterized them as an above average contractor. Additionally, Marks was the contractor on the recently completed Plum Creek Greenway Phase 1 and Plum Creek Restoration and Drainage projects, both of which were completed to the City's satisfaction.

Based upon a review of the bid documents and other municipal references, it is my opinion that Marks Construction has the needed experience, personnel, and equipment to successfully complete the work as bid and should be considered the lowest and best bidder for this project.

Therefore, I respectfully request that City Council consider emergency legislation to award a contract in the amount of \$962,758.25 (the sum of the base bid and additive alternate) to Marks Construction, Inc. to complete the Plum Creek Greenway Phase 3 project.

If you have any questions or require any additional information, please contact me at your convenience.

Attachments

C: Carl DeForest, City Manager
Paul Magovac, Service Director
Todd Fischer, Finance Director
Dennis Nevar, Law Director

BID TABULATION**PLUM CREEK GREENWAY, PHASE 3****CITY OF BRUNSWICK****DATE: MAY 1, 2024****CVE JOB NO. 22264** Engineer's Estimate **\$942,000.00**

				Marks Construction		Fabrizi Trucking & Paving Co.	
ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	CLEARING AND GRUBBING	LUMP	1	\$64,000.00	\$64,000.00	\$13,500.00	\$13,500.00
2	STUMP GRINDING & OFF-SITE TREE REMOVAL OVER 12" TO 24"	EACH	20	\$330.00	\$6,600.00	\$325.00	\$6,500.00
3	STUMP GRINDING & OFF-SITE TREE REMOVAL OVER 24" TO 36"	EACH	3	\$880.00	\$2,640.00	\$850.00	\$2,550.00
4	STUMP GRINDING & OFF-SITE TREE REMOVAL OVER 36" TO 60"	EACH	3	\$1,650.00	\$4,950.00	\$1,600.00	\$4,800.00
5	EXCAVATION AND EMBANKMENT	LUMP	1	\$52,324.00	\$52,324.00	\$150,000.00	\$150,000.00
6	EMBANKMENT ADDITIONAL	CY	500	\$16.00	\$8,000.00	\$50.00	\$25,000.00
7	BOULDER	EACH	33	\$110.00	\$3,630.00	\$500.00	\$16,500.00
8	LINEAR GRADING	LF	800	\$3.50	\$2,800.00	\$12.00	\$9,600.00
9	EROSION CONTROL MATTING	SY	200	\$6.00	\$1,200.00	\$5.00	\$1,000.00
10	SUBGRADE REMOVAL AND REPLACEMENT (ODOT 304)	CY	155	\$76.00	\$11,780.00	\$85.00	\$13,175.00
11	SUBGRADE REMOVAL AND REPLACEMENT (ODOT #1's & #2's)	CY	155	\$80.00	\$12,400.00	\$100.00	\$15,500.00
12	GEOGRID	SY	500	\$9.62	\$4,810.00	\$12.00	\$6,000.00
13	SUBGRADE COMPACTION	SY	3,050	\$1.25	\$3,812.50	\$3.00	\$9,150.00
14	ODOT 304 AGGREGATE BASE	CY	350	\$116.50	\$40,775.00	\$70.00	\$24,500.00
15	ODOT 441 ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2,(448),PG64-22	CY	265	\$213.00	\$56,445.00	\$242.00	\$64,130.00
16	PRECAST CONCRETE BOARDWALK	LF	255	\$680.00	\$173,400.00	\$675.00	\$172,125.00
17	HELICAL PILE ALLOWANCE FOR BOARDWALK	LUMP	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
18	CONCRETE SIDEWALK	SF	200	\$10.50	\$2,100.00	\$13.00	\$2,600.00
19	CONCRETE ADA RAMP	SF	100	\$36.00	\$3,600.00	\$27.00	\$2,700.00
20	8" STORM SEWER	LF	25	\$61.50	\$1,537.50	\$90.00	\$2,250.00
21	12" STORM SEWER	LF	140	\$84.00	\$11,760.00	\$100.00	\$14,000.00
22	54" STORM SEWER	LF	20	\$972.00	\$19,440.00	\$700.00	\$14,000.00
23	5'x8' CONCRETE BOX CULVERT	LF	38	\$1,388.00	\$52,744.00	\$2,100.00	\$79,800.00
24	CONCRETE HW-1.1 HEADWALL	EACH	4	\$12,360.00	\$49,440.00	\$8,000.00	\$32,000.00
25	CONCRETE HW-2.1 HEADWALL	EACH	8	\$840.00	\$6,720.00	\$750.00	\$6,000.00
26	ROCK CHANNEL PROTECTION	CY	55	\$150.00	\$8,250.00	\$140.00	\$7,700.00
27	SAFETY RAILING	LF	350	\$76.00	\$26,600.00	\$80.00	\$28,000.00
28	BOARDWALK SAFETY RAILING	LF	520	\$84.00	\$43,680.00	\$125.00	\$65,000.00
29	CULVERT HANDRAIL	EACH	2	\$1,000.00	\$2,000.00	\$9,000.00	\$18,000.00
30	6' CHAINLINK FENCE REMOVAL & REPLACEMENT	LF	90	\$69.00	\$6,210.00	\$100.00	\$9,000.00
31	SOLAR POWERED RECTANGULAR RAPID FLASHING BEACON (RRFB) SIGN ASSEMBLY	EACH	2	\$9,721.00	\$19,442.00	\$9,500.00	\$19,000.00
32	PAVEMENT MARKINGS AND SIGNAGE	LUMP	1	\$3,500.00	\$3,500.00	\$6,000.00	\$6,000.00
33	TOPSOIL, SEEDING AND MULCHING	SY	12,600	\$3.00	\$37,800.00	\$8.00	\$100,800.00
34	EROSION CONTROL	LUMP	1	\$36,075.00	\$36,075.00	\$38,000.00	\$38,000.00
35	GENERAL CONSTRUCTION CONTINGENCY ALLOWANCE	LUMP	1	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00
TOTAL PROJECT COST				TOTAL	\$900,465.00	TOTAL	\$1,098,880.00
				DAYS TO COMPLETE: 100		DAYS TO COMPLETE: 90	
				EARLIEST START DATE: 6/1/24		EARLIEST START DATE: 6/3/24	

NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
ALT 1	MOBILIZATION	LUMP	1	\$1,000.00	\$1,000.00	\$10,000.00	\$10,000.00
ALT 2	CLEARING AND GRUBBING	LUMP	1	\$9,240.00	\$9,240.00	\$9,000.00	\$9,000.00
ALT 3	TREE REMOVAL OVER 12" TO 24"	EACH	5	\$550.00	\$2,750.00	\$500.00	\$2,500.00
ALT 4	TREE REMOVAL OVER 24" TO 36"	EACH	1	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00
ALT 5	EXCAVATION AND EMBANKMENT	LUMP	1	\$30,000.00	\$30,000.00	\$20,000.00	\$20,000.00
ALT 6	EXCAVATED MATERIAL HAUL-OFF	CY	45	\$25.00	\$1,125.00	\$100.00	\$4,500.00
ALT 7	SUBGRADE REMOVAL AND REPLACEMENT (ODOT 304)	CY	15	\$60.00	\$900.00	\$105.00	\$1,575.00
ALT 8	SUBGRADE REMOVAL AND REPLACEMENT (ODOT #1's and #2's)	CY	15	\$64.00	\$960.00	\$230.00	\$3,450.00
ALT 9	GEOGRID	SY	50	\$7.00	\$350.00	\$12.00	\$600.00
ALT 10	SUBGRADE COMPACTION	SY	285	\$1.25	\$356.25	\$5.00	\$1,425.00
ALT 11	ODOT 304 AGGREGATE BASE	CY	32	\$116.50	\$3,728.00	\$100.00	\$3,200.00
ALT 12	ODOT 441 ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2,(448), PG 64-22	CY	24	\$216.00	\$5,184.00	\$320.00	\$7,680.00
ALT 13	TOPSOIL, SEEDING & MULCHING	SY	1400	\$4.00	\$5,600.00	\$8.00	\$11,200.00
TOTAL ALTERNATE COST				TOTAL	\$62,293.25	TOTAL	\$76,130.00
				DAYS TO COMPLETE: 130 incl base bid		DAYS TO COMPLETE: 15	
						*Error in written words	

ITEM	DESCRIPTION	UNIT	QTY.	Vizmeg Landscape		Mark Haynes Construction	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	CLEARING AND GRUBBING	LUMP	1	\$18,500.00	\$18,500.00	\$28,500.00	\$28,500.00
2	STUMP GRINDING & OFF-SITE TREE REMOVAL OVER 12" TO 24"	EACH	20	\$370.00	\$7,400.00	\$900.00	\$18,000.00
3	STUMP GRINDING & OFF-SITE TREE REMOVAL OVER 24" TO 36"	EACH	3	\$980.00	\$2,940.00	\$950.00	\$2,850.00
4	STUMP GRINDING & OFF-SITE TREE REMOVAL OVER 36" TO 60"	EACH	3	\$1,840.00	\$5,520.00	\$1,905.00	\$5,715.00
5	EXCAVATION AND EMBANKMENT	LUMP	1	\$115,500.00	\$115,500.00	\$73,500.00	\$73,500.00
6	EMBANKMENT ADDITIONAL	CY	500	\$52.00	\$26,000.00	\$31.00	\$15,500.00
7	BOULDER	EACH	33	\$930.00	\$30,690.00	\$1,035.00	\$34,155.00
8	LINEAR GRADING	LF	800	\$18.25	\$14,600.00	\$11.00	\$8,800.00
9	EROSION CONTROL MATTING	SY	200	\$4.50	\$900.00	\$20.00	\$4,000.00
10	SUBGRADE REMOVAL AND REPLACEMENT (ODOT 304)	CY	155	\$25.00	\$3,875.00	\$128.00	\$19,840.00
11	SUBGRADE REMOVAL AND REPLACEMENT (ODOT #1's & #2's)	CY	155	\$25.00	\$3,875.00	\$131.00	\$20,305.00
12	GEOGRID	SY	500	\$5.00	\$2,500.00	\$6.00	\$3,000.00
13	SUBGRADE COMPACTION	SY	3,050	\$1.20	\$3,660.00	\$2.00	\$6,100.00
14	ODOT 304 AGGREGATE BASE	CY	350	\$99.50	\$34,825.00	\$130.00	\$45,500.00
15	ODOT 441 ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2,(448),PG64-22	CY	265	\$390.00	\$103,350.00	\$445.00	\$117,925.00
16	PRECAST CONCRETE BOARDWALK	LF	255	\$813.00	\$207,315.00	\$1,215.00	\$309,825.00
17	HELICAL PILE ALLOWANCE FOR BOARDWALK	LUMP	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
18	CONCRETE SIDEWALK	SF	200	\$18.50	\$3,700.00	\$34.00	\$6,800.00
19	CONCRETE ADA RAMP	SF	100	\$39.00	\$3,900.00	\$60.50	\$6,050.00
20	8" STORM SEWER	LF	25	\$74.00	\$1,850.00	\$145.00	\$3,625.00
21	12" STORM SEWER	LF	140	\$72.50	\$10,150.00	\$165.00	\$23,100.00
22	54" STORM SEWER	LF	20	\$373.00	\$7,460.00	\$450.00	\$9,000.00
23	5'x8' CONCRETE BOX CULVERT	LF	38	\$1,370.00	\$52,060.00	\$2,226.00	\$84,588.00
24	CONCRETE HW-1.1 HEADWALL	EACH	4	\$21,700.00	\$86,800.00	\$20,216.00	\$80,864.00
25	CONCRETE HW-2.1 HEADWALL	EACH	8	\$1,005.00	\$8,040.00	\$6,400.00	\$51,200.00
26	ROCK CHANNEL PROTECTION	CY	55	\$324.00	\$17,820.00	\$204.00	\$11,220.00
27	SAFETY RAILING	LF	350	\$50.00	\$17,500.00	\$90.00	\$31,500.00
28	BOARDWALK SAFETY RAILING	LF	520	\$59.00	\$30,680.00	\$95.00	\$49,400.00
29	CULVERT HANDRAIL	EACH	2	\$1,850.00	\$3,700.00	\$6,200.00	\$12,400.00
30	6' CHAINLINK FENCE REMOVAL & REPLACEMENT	LF	90	\$99.00	\$8,910.00	\$33.50	\$3,015.00
31	SOLAR POWERED RECTANGULAR RAPID FLASHING BEACON (RRFB) SIGN ASSEMBLY	EACH	2	\$13,250.00	\$26,500.00	\$11,750.00	\$23,500.00
32	PAVEMENT MARKINGS AND SIGNAGE	LUMP	1	\$4,200.00	\$4,200.00	\$4,978.00	\$4,978.00
33	TOPSOIL, SEEDING AND MULCHING	SY	12,600	\$5.75	\$72,450.00	\$6.00	\$75,600.00
34	EROSION CONTROL	LUMP	1	\$91,900.00	\$91,900.00	\$66,500.00	\$66,500.00
35	GENERAL CONSTRUCTION CONTINGENCY ALLOWANCE	LUMP	1	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00
TOTAL PROJECT COST				TOTAL	\$1,149,070.00	TOTAL	\$1,376,855.00
				DAYS TO COMPLETE: 170		DAYS TO COMPLETE: 90	
				EARLIEST START DATE: 6/10/24		EARLIEST START DATE: 7/1/24	

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
ALT 1	MOBILIZATION	LUMP	1	\$5,200.00	\$5,200.00	\$7,000.00	\$7,000.00
ALT 2	CLEARING AND GRUBBING	LUMP	1	\$9,600.00	\$9,600.00	\$12,000.00	\$12,000.00
ALT 3	TREE REMOVAL OVER 12" TO 24"	EACH	5	\$615.00	\$3,075.00	\$900.00	\$4,500.00
ALT 4	TREE REMOVAL OVER 24" TO 36"	EACH	1	\$1,225.00	\$1,225.00	\$950.00	\$950.00
ALT 5	EXCAVATION AND EMBANKMENT	LUMP	1	\$35,900.00	\$35,900.00	\$10,400.00	\$10,400.00
ALT 6	EXCAVATED MATERIAL HAUL-OFF	CY	45	\$47.00	\$2,115.00	\$31.00	\$1,395.00
ALT 7	SUBGRADE REMOVAL AND REPLACEMENT (ODOT 304)	CY	15	\$25.00	\$375.00	\$128.00	\$1,920.00
ALT 8	SUBGRADE REMOVAL AND REPLACEMENT (ODOT #1's and #2's)	CY	15	\$25.00	\$375.00	\$131.00	\$1,965.00
ALT 9	GEOGRID	SY	50	\$5.00	\$250.00	\$6.00	\$300.00
ALT 10	SUBGRADE COMPACTION	SY	285	\$5.00	\$1,425.00	\$2.00	\$570.00
ALT 11	ODOT 304 AGGREGATE BASE	CY	32	\$205.00	\$6,560.00	\$130.00	\$4,160.00
ALT 12	ODOT 441 ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2,(448), PG 64-22	CY	24	\$389.00	\$9,336.00	\$445.00	\$10,680.00
ALT 13	TOPSOIL, SEEDING & MULCHING	SY	1400	\$6.90	\$9,660.00	\$6.00	\$8,400.00
TOTAL ALTERNATE COST				TOTAL	\$85,096.00	TOTAL	\$64,240.00
				DAYS TO COMPLETE: 20		DAYS TO COMPLETE: 15	