

BRUNSWICK CITY COMMITTEE-OF-THE-WHOLE

Agenda JULY 8, 2024 6:35 PM

1. Discussion Items
2. Motion Items
 - (a) Excuse Councilman Lambert for Just Cause
 - (b) A motion to authorize the City Manager to extend the current contract with LNE Group from July 1, 2024 through June 30, 2025 at a cost of \$8,000 per month, based on Council approval of budget appropriations
 - (c) A motion requesting City Council to authorize the City Manager to issue a request for proposals for operation of youth baseball and softball program.
3. Review Legislation
 - (a) **RES. NO. 61-2024** - A resolution exempting vacant real property located on Samuel Drive (PPN 003-18D-22-042) from the requirements of Section 302.4 of the Property Maintenance Code, as amended pursuant to Section 1480.07 of the City of Brunswick Codified Ordinances. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Grant Aungst*)
4. General Discussion
5. Executive Session
 - (a) Motion to go into Executive Session to discuss the subject of pending or imminent court action
6. Adjournment

PROPOSED MOTION



DATE: 7/8/2024

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Carl DeForest

COPY: Mayor Ron Falconi

MOTION: A motion to authorize the City Manager to extend the current contract with LNE Group from July 1, 2024 through June 30, 2025 at a cost of \$8,000 per month, based on Council approval of budget appropriations

BACKGROUND: The LNE Group provides consulting services to help identify, qualify and secure federal and state funding for priority infrastructure and other municipal projects. LNE has previously been successful in obtaining grants for the City of Brunswick and is currently focusing on certain federal appropriations funding.

PURPOSE AND EXPLANATION: The current contract with LNE expires on June 30, 2024. It is requested to extend the contract through June 30, 2025, to allow the consultant to continue efforts to secure funding. This will also require Council approval of budget amendment legislation to be presented at the July 22, 2024, meeting for Council consideration.

IMPLEMENTATION SCHEDULE: As soon as allowed by law

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Based on Council appropriation of funding, a proposed budget amendment legislation for this motion is expected to be presented at the July 22, 2024, meeting for Council consideration. A then and now certificate pursuant to ORC 5705.41D will also be required as the services for this motion would effectively begin on July 1, 2024.

RECOMMENDED ACTION:

ADDITIONAL INFORMATION:

**Attachment 6 to Consulting Services Agreement
Between
LNE Group and The City of Brunswick, Ohio**

This attachment (Attachment 6) is made a part of that certain Consulting Services Agreement by and between LNE Group and the City of Brunswick, Ohio (the City), dated as of January 15, 2021 (the Agreement). Unless otherwise stated in this Attachment 6, the terms and conditions of the Agreement shall apply and are unmodified.

Summary

This Attachment 6: (1) extends the term of the Agreement until June 30, 2025; (2) adds \$98,000 in compensation for LNE Group; and (3) clarifies the Scope of Services to include state capital bill advocacy and continued federal earmark advocacy.

Term and Termination

This Attachment 6 extends the term of the Agreement to June 30, 2025. The termination provisions remain unchanged from Attachment 1 to the Agreement.

Scope of Services

LNE Group will work with the City to develop and implement federal and state government advocacy strategies as follows:

- Support the City's efforts to secure funding from prior federal budgets (appropriations) for projects which were selected for funding
- Support the City's efforts relating to the FY 2025 and FY 2026 federal budgets
- Work on and advocate for funding under the state FY 2024 Capital Bill

Compensation

The City will pay LNE Group a flat fee of \$98,000 to cover the Scope of Services described above as follows:

- \$24,000 before July 31 2024;
- \$24,000 on or before October 31, 2024;
- \$24,000 on or before January 31, 2025; and
- \$24,000 on or before April 30, 2025

The flat fee will cover all professional time and expenses of LNE Group.

Signatures appear on next page

LNE Group



By: _____
(Authorized Signature)

Lee C. Weingart, President

June 26, 2024

City of Brunswick, Ohio

By: _____
(Authorized Signature)

Carl S. DeForest, City Manager

June __, 2024

PROPOSED MOTION



DATE: 7/8/2024

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Taylor Petkovsek

COPY: Mayor Ron Falconi

MOTION: A motion requesting City Council to authorize the City Manager to issue a request for proposals for operation of youth baseball and softball program.

BACKGROUND: The City of Brunswick Parks and Recreation Department is interested in receiving a request for proposals for the operation of youth baseball and softball for the City of Brunswick.

PURPOSE AND EXPLANATION: The City of Brunswick owns real property containing baseball/softball fields identified as Boston Knoll, Mooney Park (with concession stand), Corwin, Neura Upper and Neura Lower. The City is interested in receiving Proposals to enter into a Non-Exclusive Lease Agreement for the operation of youth baseball/softball programs on the Fields, which will include the use of the concession stand at Mooney Park.

IMPLEMENTATION SCHEDULE: If request is authorized the City would advertise request for proposals in the Medina Gazette two (2) times.
Tentative schedule
07/08 - request authorization to request proposals
07/16 - advertise in the medina gazette
07/23 - advertise in the medina gazette
08/13 - rfp to be submitted
09/09 - present to council selection

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

ADDITIONAL INFORMATION:

REQUEST FOR PROPOSALS
FOR
NON-EXCLUSIVE LEASE FOR OPERATION OF YOUTH
BASEBALL/SOFTBALL PROGRAMS

City of Brunswick
4095 Center Road
Brunswick, OH 44212

2024

Carl S. DeForest
City Manager/Safety Director

RFP Number:

Date: July 9, 2024

Introduction

The City of Brunswick owns real property containing baseball/softball fields identified as Boston Knoll, Mooney Park (with concession stand), Corwin, Neura Upper and Neura Lower (collectively the “Fields”). The definition of Fields does not include any baseball/softball fields built on City owned and/or leased property in the future. The City is interested in receiving Proposals to enter into a Non-Exclusive Lease Agreement for the operation of youth baseball/softball programs on the Fields, which will include the use of the concession stand at Mooney Park.

Entity Eligibility

Each entity that submits a Proposal pursuant to this RFP must be duly registered with the Ohio Secretary of State as a non-profit corporation and provide certification that it is a tax exempt organization pursuant to Section 501(c)(3) of the Internal Revenue Code.

Non-Exclusive Lease

Applicable terms and conditions of the Non-Exclusive Lease shall include, without limitation, the following:

Term	The proposed Non-Exclusive Lease shall be for a period of five (5) years commencing March 1, 2025 with successive five (5) year renewals upon agreement of the parties.
Termination	Either party will be permitted to terminate the Non-Exclusive Lease without cause upon twelve (12) months prior written notice. Either party may terminate the Non-Exclusive Lease in the event of a default thereunder that is not cured within thirty (30) days of receipt of notice identifying such default.
Maintenance	The selected entity shall, at its sole cost and expense, be responsible maintenance of all Fields (other than grass mowing) and except as resultant from use thereof by the public and/or any third-party.
Improvements	The selected entity shall budget the minimum annual amount of \$5,000.00 for Field improvements, which improvements shall not be commenced until written approval of the Parks & Recreation Director (the “Director”) and shall, when completed, become the sole and exclusive property of the City.
Inspection	At the beginning of each season, the Director and the selected entity shall inspect all Fields to document the condition thereof and identify maintenance and/or improvement needs.

Use of Fields	Subject to the prior written approval of the Director, which may be granted or denied in the sole and absolute discretion of the Director, the Fields shall be only utilized for organized baseball/softball activities for persons between the ages of 3 and 21. The use of the Fields shall be in a safe, careful and proper manner in accordance with all rules and regulations of the Parks & Recreation Department and the City, including, without limitation, applicable alcohol and smoking policies.
Scheduling	No later than March 1 st of each year, the selected entity shall provide the Director with a proposed schedule for the use of the Fields, the approval of which shall be at the sole and absolute discretion of the Director.
Non-Exclusivity	The Non-Exclusive Lease Agreement shall not preclude the use of the Fields by any other person, entity and/or organization, including other organized, non-scholastic youth baseball/softball organizations, which use shall be at the sole and absolute discretion of the Director.
Restrooms	The selected entity will be provided access to restrooms at the Fields and shall be responsible, at its sole cost and expense, for cleaning and providing necessary toiletries for same. If there are no restrooms at the Fields, the selected entity must provide portable toilets at their own expense.
Utilities	The City of Brunswick will pay for utility expenses at the City Parks including but not limited to, gas, electric, water/sewer.
Concession Stand	Subject to receipt of all necessary approvals and compliance with all applicable insurance requirements, the selected entity will be permitted to utilize the concession stand at Mooney Park and store personal property associated with the use of the concession stand therein. The selected entity shall, at its sole cost and expense, maintain the concession stand in a clean and sanitary manner.
Annual Reporting	No later than January 31 st of each year, the selected entity shall submit an Annual Report detailing the following: (a) a list of all Field Improvements and/or maintenance completed by third-parties, including an itemized listing and copies of all paid invoices for costs incurred; (b) a log of all Field maintenance, including a description of and the date such maintenance was performed; (c) annual confirmation issued by the IRS that the selected entity

remains a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code; (d) annual confirmation issued by the Ohio Secretary of State that the selected entity remains an active non-profit corporation in good standing in the State of Ohio; (e) an accurate listing (including names, addresses, email addresses and phone numbers) for all Board Members, Officers and/or Directors of the selected entity; (f) Rules and Regulations application to non-participant supervisory personnel, which shall include the requirement that such non-participant supervisory personnel submit to a background check; (g) a calendar of all regularly scheduled meetings of the selected entity for the upcoming calendar year, which will include a requirement that the City be provided notice at least 5 days in advance of any special meeting; (h) a copy of a fully executed contract with a certified public account ("CPA") specifically detailing those services to be provided, as further detailed herein; (i) an annual Audit Report as prepared by the retained CPA; (j) a listing of each league designation, applicable league fees and participant rules and regulations for the upcoming season; (k) Certificates of Insurance in the amounts provided herein; and (l) such other information and/or documentation as requested by the Director, to be provided within 10 days of receipt.

Public Records	The selected entity acknowledges and understands that any and all documentation submitted to the City is a public record subject to disclosure pursuant to applicable Ohio law, subject to any redactions as required or otherwise permitted by applicable Ohio law.
Meetings	The selected entity will meet with City Officials upon written request.
Retention of CPA	The selected entity shall retain a CPA to: (a) prepare all tax returns and/or other financial reporting documents as required by applicable law; (b) obtain all necessary IRS/Ohio Secretary of State certifications as required herein; and (c) conduct an annual audit of the records of the selected entity and prepare an Audit Report detailing the results thereof.
Lights	The selected entity shall be permitted to utilize the lighting system at Neura Upper and Neura Lower.
Signage	The selected entity shall not be permitted to erect any signage at the Fields unless prior written approval is received from the

Director, which approval may be withheld at the sole and absolute discretion of the Director.

Indemnification The selected entity shall indemnify, defend and hold the City, its officer, directors, agents, employees and insurers harmless from and against any and all third-party claims, losses, costs, damages, and reasonable attorney fees arising out of the acts of omissions directly or indirectly attributable to the selected entity, its officers, directors, employees, agents or contractors with respect to the use of the Field, the concession stand or the Non-Exclusive Lease.

Insurance The selected entity shall maintain the following insurance, which shall name the City as an additional insured and require 30 days prior written notice to the City prior to any proposed modification or cancellation thereof:

- a) Bodily injury or death to one person at \$500,000.00.
- b) Bodily injury or death to two or more persons at \$1,000,000.00.
- c) Property damage at \$250,000.00

Assignment/Sublease The Non-Exclusive Lease may not be assigned and/or sublet by the selected entity without the prior written approval of the City, which may be withheld in the City's sole and absolute discretion.

Lien Prohibition The selected entity shall not cause any lien of any kind or description to be filed against the Fields and/or City property. Violation of this provision shall be considered a material default which, if not remedied within 30 days will allow for immediate termination of the Non-Exclusive Lease.

Proposal Submittal

Each entity who responds to this RFP is required to submit a digital copy (PDF format) and three (3) hard copies of all requested materials. The requested materials are the following:

1. Cover letter or letter of transmittal.
2. Contact information (mailing address, phone number and email address) of the responding entity.
3. Organization Chart and Leadership Chart.
4. Certification of good-standing as an Ohio non-profit corporation.
5. Certification of tax exempt organization status pursuant to Internal Revenue Code Section 501(c)(3).
6. List of all Board Members, Officers and/or Directors, including summary of previous experience, and contact information for each such person identified (including title, mailing address, phone number and email address).
7. Rules & Regulations applicable to all non-participant supervisory personnel.

8. Proposed league formats and season overview for recreational youth baseball/softball/t-ball/travel/tournaments.
9. Detailed plans for practices, game days, tournaments, camps and clinics (i.e., number of games and practices each team will have each season, number of tournaments/clinics, etc.).
10. Detailed plans for formation of teams (i.e., draft, by school, random, by grade, age specific, etc.).
11. Description of the registration process, including dates, deadlines and procedures.
12. Proposed start and end date for each league.
13. Description of the proposed grievance process.
14. Estimated annual participation cost per league, tournament, clinic, etc.
15. Estimated number of annual participants per league, tournament, clinic, etc.

Selection Process

City officials and staff will review all proposals and recommend the preferred entity for City Council's consideration, it being understood and acknowledged that City Council can reject any or all proposals at its sole and absolute discretion.

Form of the Proposal

Submit three (3) proposals in letter size, stapled, three-ring or spiral-bound format and an electronic file. In addition to a written proposal, the respondents may also be required to submit additional explanations and/or clarifications to their proposal including the assumptions from which the proposal was derived. The respondents are reminded to be clear and concise in their response to avoid misunderstandings in the evaluation of proposals.

All proposals which meet the minimum submission requirements will be reviewed and evaluated for completeness and responsiveness according to standards and selection criteria determined by the City. Factors for consideration will be evaluated from information supplied in response to the Request for Proposal.

Proposals must be submitted **no later than 12:00 Noon on _____, 2024** to:

Taylor Petkovsek, Parks & Recreation Director
City of Brunswick
4095 Center Road
Brunswick, Ohio 44212

PROPOSED LEGISLATION



DATE: 7/8/2024

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. 61-2024** - A resolution exempting vacant real property located on Samuel Drive (PPN 003-18D-22-042) from the requirements of Section 302.4 of the Property Maintenance Code, as amended pursuant to Section 1480.07 of the City of Brunswick Codified Ordinances. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Grant Aungst*)

BACKGROUND: The Medina County Park District has authorized the acceptance of a gift of land on Samuel Drive, Brunswick, Ohio (Permanent Parcel No. 003-18D-22-042) with the intention of eventually connecting it to the Plum Creek Trailway via an asphalt trail. Until such time, the Medina County Park District is requesting that the City of Brunswick not require the Medina County Park District to mow this area in accordance with established Property Maintenance Code, rather keeping it in its natural undeveloped state.

PURPOSE AND EXPLANATION: The intent is to eventually utilize this land as a connector extension to the Plum Creek Trailway, thereby gaining access for use from Samuel Drive. By accepting the donated land, the Medina County Park District would be in a position to develop the property into a proposed asphalt trail in the future.

IMPLEMENTATION SCHEDULE: As soon as allowed by law.

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:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 61-2024

BY: Committee-of-the-Whole

A RESOLUTION EXEMPTING VACANT REAL PROPERTY LOCATED ON SAMUEL DRIVE (PPN 003-18D-22-042) FROM THE REQUIREMENTS OF SECTION 302.4 OF THE PROPERTY MAINTENANCE CODE, AS AMENDED PURSUANT TO SECTION 1480.07 OF THE CITY OF BRUNSWICK CODIFIED ORDINANCES.

WHEREAS: The Board of Commissioners of the Medina County Park District has agreed to accept the donation of vacant real property located on Samuel Drive (PPN 003-18D-22-042) consisting of approximately 0.4728 acres (the "Property") from the current record owner thereof, subject to agreement by the City that the Property can remain in its natural undeveloped state.

WHEREAS: Subject to separate future agreement between the Medina County Park District and the City of Brunswick, it is contemplated that the subject Property may potentially be utilized for the future extension of the Plum Creek Greenway Trail (the "Extension Project").

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

SECTION 1: That the subject Property is hereby exempt from the weed/grass maintenance requirements contained in Section 302.4 of the Property Maintenance Code, as amended pursuant to Section 1480.07 of the City of Brunswick Codified Ordinances, to allow the Property to be maintained in its natural undeveloped state.

SECTION 2: That this Resolution will remain in effect until: (a) the Medina County Park District and the City of Brunswick enter into an agreement for the Extension Project, including maintenance thereof; or (b) otherwise terminated by this Council pursuant to separate legislation.

SECTION 3: 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