

BRUNSWICK CITY COMMITTEE-OF-THE-WHOLE

Agenda

OCTOBER 14, 2025

6:20 PM

**or Immediately Following
Services, Utilities, Technology & Cable Committee**

1. Discussion Items
 - (a) Next Step Up Emergency Housing - Skip Sipos, MMHA
 - (b) Cybersecurity Training
2. Motion Items
 - (a) A Motion to approve an amended and restated Easement Agreement by and between the City of Brunswick, the Medina County Park District and the Cleveland Clinic Foundation for a multi-use trail at Brunswick Lake Park
 - (b) Motion for solicitation of Statement of Qualifications (SOQ) from interested engineering firms for design services for the Center Road (SR-303) Urban Paving Project, PID#116495, within the City of Brunswick. Opportunities to submit designs will be available on the City of Brunswick's website for two consecutive weeks.
3. Review Legislation
 - (a) **RES. NO. 85-2025** - An emergency resolution amending Resolution No. 25-2025 and authorizing the City Manager to enter into an Opioid Settlement Fund Disbursement Agreement with Hope Recovery Community, Inc. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Carl DeForest*)
4. General Discussion
5. Executive Session
 - (a) Motion to go into Executive Session to discuss the appointment, employment, dismissal, discipline, demotion or compensation of a public employee.
6. Adjournment

THE CITY OF BRUNSWICK

PROPOSED MOTION



DATE: 10/14/2025

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Dennis Nevar

COPY: Mayor Ron Falconi

MOTION: A Motion to approve an amended and restated Easement Agreement by and between the City of Brunswick, the Medina County Park District and the Cleveland Clinic Foundation for a multi-use trail at Brunswick Lake Park

BACKGROUND: The City has been contacted by the Medina County Park District, requesting approval of an amendment to the original easement with the Cleveland Clinic, signed by the Medina County Park District and the City of Brunswick. The amendment to the easement would include real estate needed for the kayak launch which was included in the 2020 master plan developed for Brunswick Lake Park and approved by the Brunswick Planning Commission. The Medina County Park District has obtained grant funds to construct the kayak launch, but found that a small amount of real estate was needed to connect the kayak launch to the existing bike path around the lake and to the parking spaces that the Park District leases from Cleveland Clinic for parking at the park.

PURPOSE AND EXPLANATION: The amendment to the easement would provide the additional real estate needed to start the process for constructing the kayak launch by the Medina County Park District.

IMPLEMENTATION SCHEDULE: Upon approval of the motion by Brunswick City Council and required signatures, the Medina County Park District will record the amended easement document to start the process for approval and construction of the kayak launch.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

ADDITIONAL INFORMATION:

AMENDED AND RESTATED EASEMENT AGREEMENT FOR MULTI-USE TRAIL

This **AMENDED AND RESTATED EASEMENT AGREEMENT FOR MULTI-USE TRAIL** is made and entered into by and between **THE CLEVELAND CLINIC FOUNDATION**, an Ohio non-profit corporation (hereinafter referred to as "CCF"), the **CITY OF BRUNSWICK, OHIO**, a political subdivision organized and incorporated under the laws of the State of Ohio (hereinafter referred to as the "City") and **MEDINA COUNTY PARK DISTRICT**, a county park district created by and operating pursuant to Ohio R.C. 1545.01 et. seq. (hereinafter referred to as the "Park District").

WITNESSETH:

WHEREAS, CCF is committed to improving the health and well-being of its patients, employees and those who live and work in communities served by its health care system;

WHEREAS, the City and the Park District seek to enhance the quality of life in the City and the surrounding community through education, conservation as well as the preservation and protection of natural resources;

WHEREAS, CCF owns a certain parcel of real estate located in the City along Parschen Boulevard known as Medina County (Ohio) Permanent Parcel Number 003-18D-04-026 (hereinafter referred to as the "Property"); the Property is primarily used for parking related to the operation of CCF's Brunswick Family Health Center which is located across Parschen Boulevard from the Property;

WHEREAS, the City owns a certain parcel of real estate along Parschen Boulevard adjacent to and contiguous with the Property known as Medina County (Ohio) Permanent Parcel Number 003-18D-04-031, which is also known as the Brunswick Lake Park and the Susan Hambley Nature Center (hereinafter collectively referred to as the "Parkland"), it being understood and agreed that the Parkland is managed, operated and maintained by the Park District for and on behalf of the City;

WHEREAS, CCF, the City and the Park District entered into that certain unrecorded Easement Agreement for Multi-Use Trail dated November 14, 2013 (hereinafter referred to as the "2013 Easement"), wherein CCF granted to the City and Park District an easement for the use of a certain portion of the Property (hereinafter referred to as the "2013 Easement Area") for the construction, operation, maintenance, repair and replacement of an asphalt walking trail (the "Existing Trail") for public access to the Parkland from Parschen Boulevard, as shown and described on Exhibit "A" attached hereto;

WHEREAS, the City and the Park District desire to expand usage of the Parkland by constructing and installing a kayak/canoe launch along the shoreline of Brunswick Lake along with a new walking trail for access to the kayak/canoe launch from Parschen Boulevard and Property and in conjunction therewith, CCF, the City and the Park District desire to amend and restate the 2013 Easement and expand the 2013 Easement Area whereby CCF grants an easement to the City and the Park District for the public use of an additional portion of the Property in order to construct a new asphalt walking trail to be located on both the Property and the Parkland (the "New Trail") connecting the Existing Trail to CCF's parking lot as well as to the kayak/canoe launch facility located on the Parkland, as shown on Exhibit "B".

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Termination of 2013 Easement. This Amended and Restated Easement Agreement for Multi-Use Trail and the laws of the State of Ohio shall serve as the entire agreement between the parties hereto with regard to the governance, preservation, construction, maintenance, operation, repair and/or replacement of the Easement (as hereinafter defined) and the terms of the 2013 Easement shall hereinafter be considered null, void, unenforceable and of no further force and effect as of the date of filing hereof in the public records of Medina County, OH.

2. Easement. Subject to the terms and conditions contained herein, CCF, at no cost to the City and/or Park District, hereby grants to the City and the Park District a non-exclusive easement (the "Easement") over those portions of the Property shown and described in Exhibit "C", attached hereto and made apart hereof (hereinafter referred to as the "Easement Area") to be used solely for the purposes of (i) public access to the Parkland and Parkland facilities via the Existing Trail and the New Trail (the Existing Trail and the New Trail are hereinafter collectively referred to the "Walking Trails") and (ii) the preservation of the natural areas within the Easement Area.

3. Term/Termination. The term of this Easement will commence upon the filing of this Amended and Restated Easement Agreement for Multi-Use Trail in the public records of Medina County, OH and continue thereafter through and including May 31, 2037 (the "Expiration Date"). Provided that the City/Park District is not in default under any of the terms and provisions contained herein, CCF hereby grants to the City/Park

District the option to extend the Term this Easement for one (1) additional five (5) year period commencing on June 1, 2037, through and including May 31, 2042 (the "Extension Term"). The Extension Term shall be subject to all of the terms and conditions contained in this Easement. The City/Park District shall give CCF written notice of its intent to exercise the Extension Term not more the one hundred eighty (180) days prior to the Expiration Date nor less than one hundred fifty (150) days prior to the Expiration Date (the "Extension Window"). In the event the City/Park District fails to give CCF written notice of its intent to exercise the Extension Term within the Extension Window, the Extension Term shall be considered null, void and the Easement shall terminate and be of no further force and effect as of the Expiration Date. In the event the City/Park District delivers to CCF written notice of its intent to exercise the Extension Term within the Extension Window, CCF and the City/Park District shall execute an Amendment to this Easement evidencing the City/Park District's exercise of the Extension Option prior to the Expiration Date.

Any party shall have the right to terminate this Easement at any time upon ninety (90) days prior written notice to the other (the "Termination Notice") if (i) it is necessary for the City and/or the Park District, in their sole discretion, to cease its obligation to operate, maintain, repair and/or replace the Walking Trails and/or preserve the natural areas within the Easement Area in a manner consistent with the standards set forth herein or (ii) CCF, in its sole discretion, determines that the City and/or the Park District have failed to properly maintain, operate, repair and/or replace the Walking Trails and/or preserve the natural areas within the Easement Area in a manner consistent with the standards set forth herein. In either event, the termination shall be effective on the last day of the calendar month which is at least ninety (90) days after the date of the Termination Notice.

4. Construction, Maintenance, Operation, Repair and Replacement. The City and the Park District, at their sole cost and expense, shall be responsible for (i) construction of the New Trail as well as the installation of the kayak/canoe launch facility on the Parkland, (ii) preservation of the natural areas on the Property within the Easement Area and (iii) maintaining, operating, repairing and/or replacing the Walking Trails on both the Property and the Parkland as well as the kayak/canoe launch facility to be constructed by Park District on the Parkland; it being understood and agreed that all construction, maintenance, operation, repair and/or replacement work undertaken by the City/Park District shall be (a) promptly and diligently completed in a good and workmanlike, lien free manner, consistent with best industry practices using high quality materials, (b) constructed in compliance with plans and specifications therefor approved by CCF in advance and (c) in compliance with all applicable laws, ordinances and governmental approvals and permits and at the expense of the City and Park District. After obtaining CCF's written approval of the City/Park District's plans and specifications for the New Trail, no changes shall be made in the plans and specifications without the prior written consent of CCF. Upon completion of construction of the New Trail, the City/Park District will obtain a certification of use for thereof from the appropriate governmental authority and deliver a copy thereof to CCF within thirty (30) days after completion thereof. Further, prior to commencement of any construction, maintenance, operation, repair

and/or replacement work within the Easement Area, the City/Park District shall have each contractor retained to perform work in the Easement Area deliver to CCF a policy or policies of public liability and property damage insurance naming CCF as an insured, in limits and with companies acceptable to Landlord. Neither the City nor the Park District shall suffer or permit any lien or encumbrance to exist upon the Property by reason of any act or omission of the City or the Park District or their respective directors, officers, agents, servants, employees, visitors, lessees, licensees and all other persons acting on behalf of the City or the Park District; it being understood and agreed that the City and Park District shall employ best efforts to have any such lien or encumbrance removed within thirty (30) days after the filing thereof. The construction, maintenance, operation, repair, replacement or use of the Walking Trails shall not unreasonably interfere with CCF's primary use of the Property.

The City/Park District, at its sole cost and expense, shall keep, maintain, repair and replace the foundation, bed, drainage, asphalt and curbing constituting the Walking Trails within the Easement Area in good condition and repair at all times as well as mowing, trimming, pruning and maintaining the trees, bushes, shrubs, turf and landscaping within five (5) feet of either side of the New Trail from the parking area on the Property to the kayak/canoe launch facility in order to accommodate pedestrian use of the New Trail with kayaks and/or canoes.

The City/Park District shall be responsible for the repair and/or replacement and the cost thereof resulting from damage to the Property resulting from construction, maintenance, operation, repair and/or replacement work undertaken by the City/Park District or their respective contractors, agents, employees, as the case may be.

5. Insurance/Immunity/Indemnity. During the term of this Agreement, or any extension thereof, the City/Park District will maintain a public liability insurance policy, naming CCF and its officers, directors and employees as an additional named insured, in an amount not less than \$4,000,000.00 per annum. The City/Park District shall provide a certificate of insurance annually and such insurance shall and shall bear endorsements to the effect that the insurer agrees to notify CCF and such other parties designated by CCF as additional insureds not less than thirty (30) days in advance of any modification or cancellation thereof.

The City and the Park District, jointly and severally, during the entire term of this Easement, will hold CCF harmless from any liability for any claims, demands, loss, cost, expense and/or causes of actions whatsoever, including death, bodily injury and/or property damage, whether direct or indirect, in connection with the use of the Easement Area and/or the Property by (a) the City, Park District, their contractors, agents, employees for any construction, maintenance, operation, repair and/or replacement work undertaken by the City and/or the Park District in the Easement Area or (b) the general public, (ii) that CCF and its directors, officers, agents, servants, employees, lessees and/or licensees will not incur any loss, liability, damage, cost or expense, suit, claim or cause of action arising out of, caused by or in any manner connected with the following: (a) the negligence or wrongful actions of the City and/or the Park District, or their

respective contractors, servants, agents, employees or others for whom either of them is responsible with respect to the use, operation, construction, installation, maintenance, repair and/or replacement of the Trail located on the Property; (b) any misrepresentation or breach of warranty or covenant of the City or the Park District contained in this Agreement including, without limitation, any failure to comply with or perform all the requirements and provisions of this Agreement and (c) use of the Easement Area and/or the Property by the general public.

6. Transfer. Should ownership of the Property transfer during the term of this Agreement, this Easement shall transfer to the new owner. Whenever in this Agreement it is stated that any benefits accrue to, or any obligations are imposed upon CCF, it shall mean the owner of the Property.

7. Notices. Any notices to the parties required herein shall be considered delivered if sent via regular mail or by overnight delivery service:

To the Park District at:

Medina County Park District
6364 Deerview Lane
Medina, OH 44256
Attn: Executive Director

To the City at:

City of Brunswick
4095 Center Road
Brunswick OH 44212
Attn: City Manager

To CCF at:

The Cleveland Clinic Foundation
9500 Euclid Avenue (HS1-02)
Cleveland, Ohio 44195
Attn: Senior Director of Real Estate

with a copy to:

The Cleveland Clinic Foundation
3050 Science Park Drive (AC-321)
Beachwood, Ohio 44122
Attn: Senior Counsel, Real Estate

8. No Dedication. Notwithstanding anything to the contrary contained in this Agreement, this Easement shall not be construed as a dedication or gift of any portion of the Property for public use, and the City, the Park District and CCF agree to cooperate with one another to prevent such a dedication from taking place. Nothing contained herein is intended to create nor shall it be construed as creating any rights hereunder in any third party or in or for the benefit of the general public.

9. Injunctive Relief In the event of any breach, violation or threatened breach or violation of any party of any obligation under this Easement, any one or more parties hereto shall, in addition to any and all other remedies available, be entitled to enforce the provisions of this Easement by injunctive relief or otherwise.

10. Governing Law. This Easement and the rights and obligations of the parties hereunder shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Ohio. If any provision of this Easement or the application thereof to any entity, person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Easement and the application of such provisions to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by law.

11. No Waiver. The failure of any party to this Easement to insist on the performance of any of the terms and conditions of this Easement, or the waiver of any breach of any of the terms and conditions of this Easement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

12. Attorneys' Fees. In the event that any action is filed in relation to this Easement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

13. Authority. The parties each represent and warrant to the other that each has the authority to execute and deliver this Easement and perform its obligations hereunder.

14. Successors and Assigns. All of the terms and conditions of this Easement shall inure to the benefit of, be enforceable by and be binding upon the parties hereto and their successors and assigns, respective heirs and personal representatives.

15. Further Assurances. Each party shall cooperate and take such action and execute such other and further documents as reasonably may be requested from time to time by either party to carry out the terms, provisions and intent of this Easement.

16. Counterparts. This Easement may be executed in any number of counterparts, and each counterpart shall be deemed an original and all counterparts, taken together, shall constitute one and the same instrument.

17. Section Headings. The titles to the sections of this Easement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

18. Entire Agreement. This Easement contains the entire agreement between the parties relating to the rights granted herein and the obligations assumed hereunder. Any modifications to this Agreement shall be in writing and signed by the parties to this Agreement or their heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have set their hands to this Easement.

THE CLEVELAND CLINIC FOUNDATION
an Ohio non-profit corporation


By: Peter C. Volas
Title: Senior Director - Real Estate
Date: September 9, 2025

CITY OF BRUNSWICK, OHIO
a political subdivision organized and incorporated
under the laws of the State of Ohio

By: _____
Title: _____
Date: _____, 2025

MEDINA COUNTY PARK DISTRICT
a county park district created by and operating
pursuant to Ohio R.C. 1545.01 et. seq.


By: NATHAN D. OPPINK
Title: DIRECTOR
Date: SEPTEMBER 25, 2025

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared Peter C. Volas, known to me to be the Senior Director - Real Estate of **THE CLEVELAND CLINIC FOUNDATION**, an Ohio not for profit corporation, who acknowledged that he did sign the foregoing instrument, that the same is his free act and deed as an authorized representative of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 9th day of September, 2025.



DANIEL J. GRABNAR
NOTARY PUBLIC - STATE OF OHIO
My Commission Expires July 17, 2028

Daniel J. Grabnar
Notary Public

STATE OF OHIO)
) ss.
COUNTY OF MEDINA)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared _____, known to me to be the _____ of **CITY OF BRUNSWICK, OHIO**, a political subdivision organized and incorporated under the laws of the State of Ohio who acknowledged that he/she did sign the foregoing instrument, that the same is his/her free act and deed as an authorized representative of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2025.

Notary Public

STATE OF OHIO)
) ss.
COUNTY OF MEDINA)

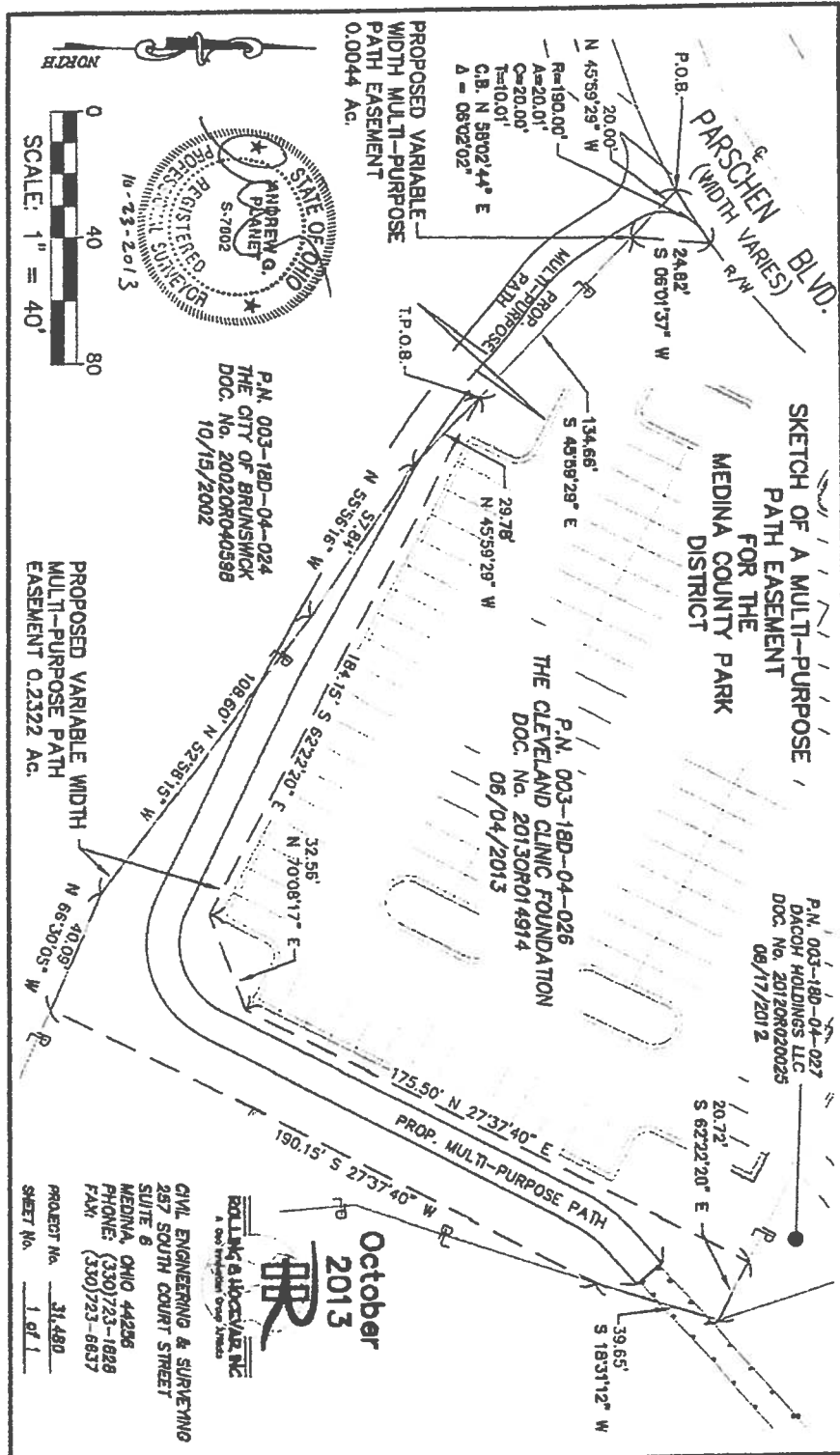
BEFORE ME, a Notary Public, in and for said County and State, personally appeared Nathan D. Epink, known to me to be the Director of the **MEDINA COUNTY PARK DISTRICT**, a county park district created by and operating pursuant to Ohio R.C. 1545.01 et. seq. who acknowledged that he/she did sign the foregoing instrument, that the same is his/her free act and deed as an authorized representative of said corporation.

25th IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this day of September, 2025.

Donna Jean Schade
Notary Public

EXHIBIT "A"

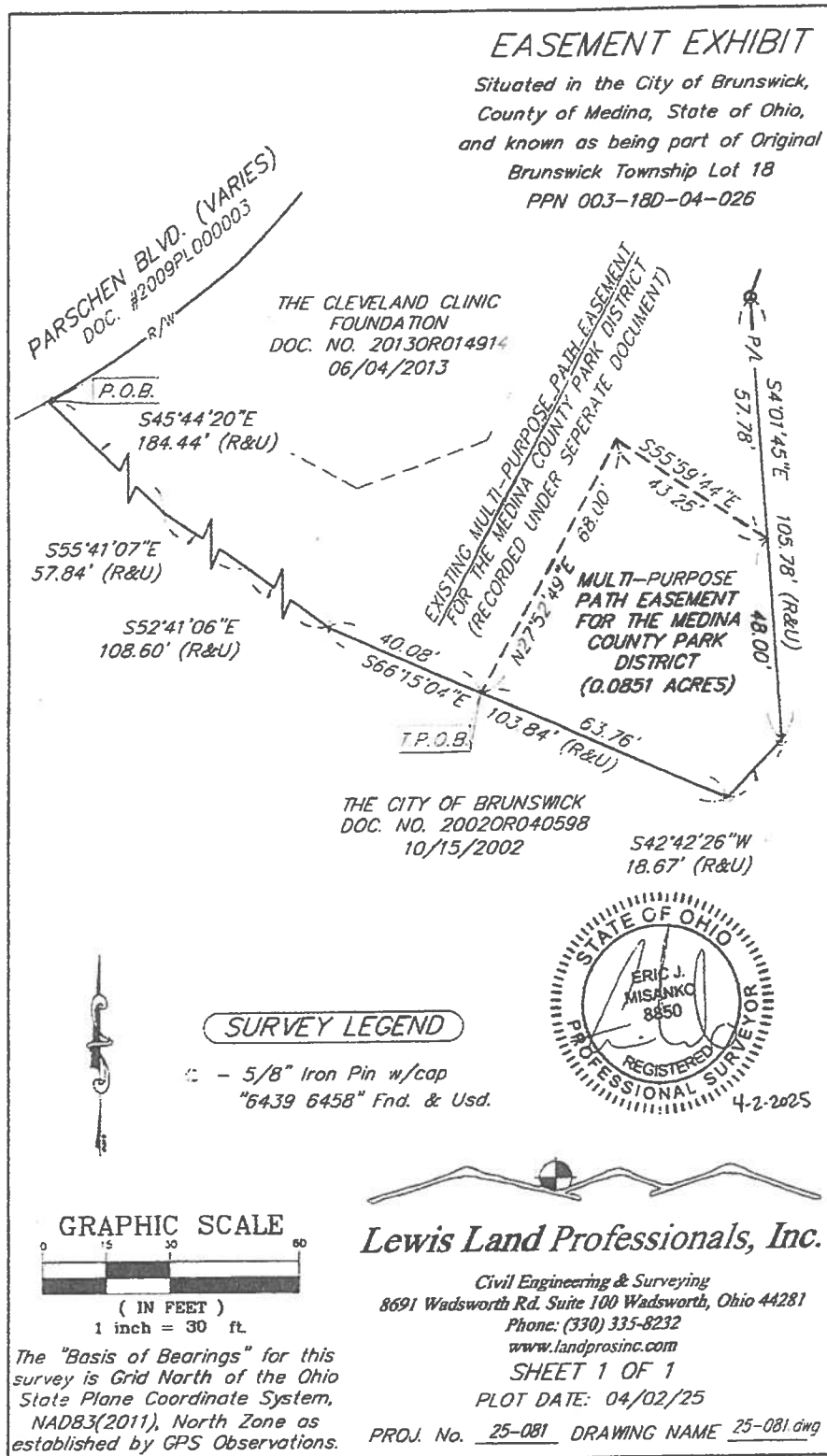
2013 EASEMENT



Contract #4335773
 Approved as to Form.090825.JAG

EXHIBIT "B"

EXPANDED EASEMENT AREA

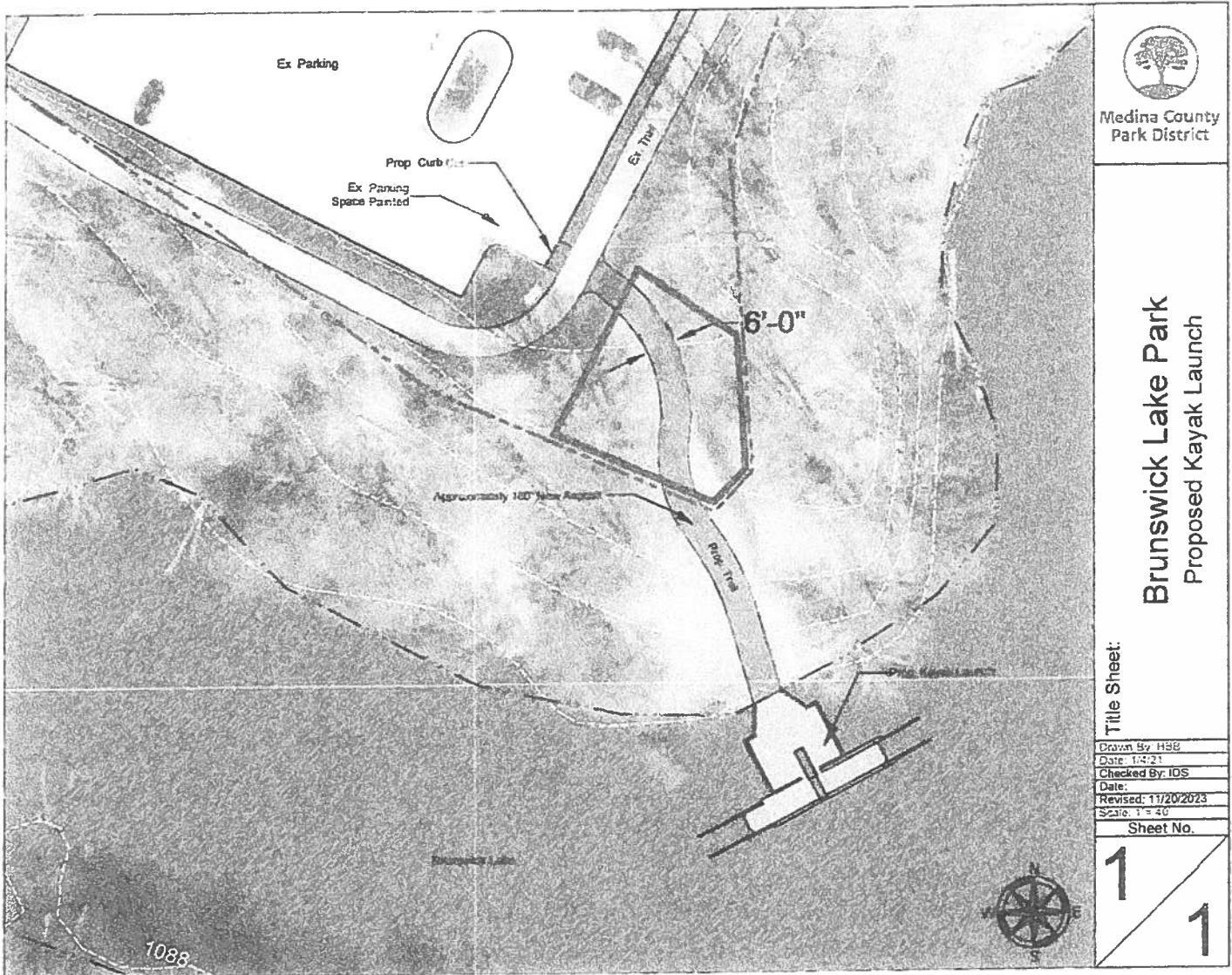


Contract #4335773

Approved as to Form.090825.JAG

EXHIBIT "C"

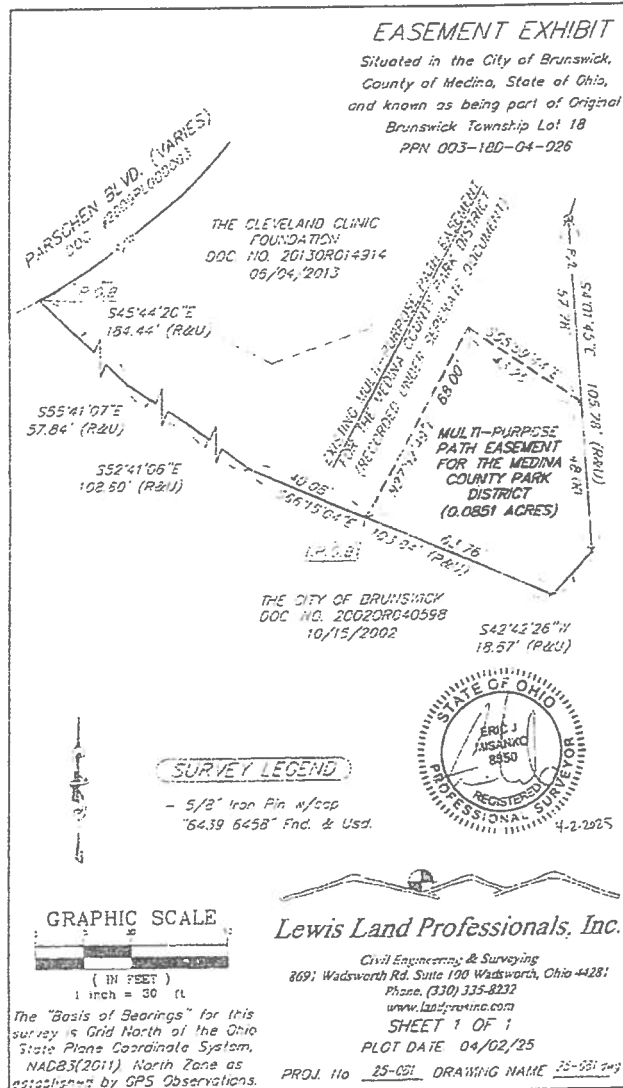
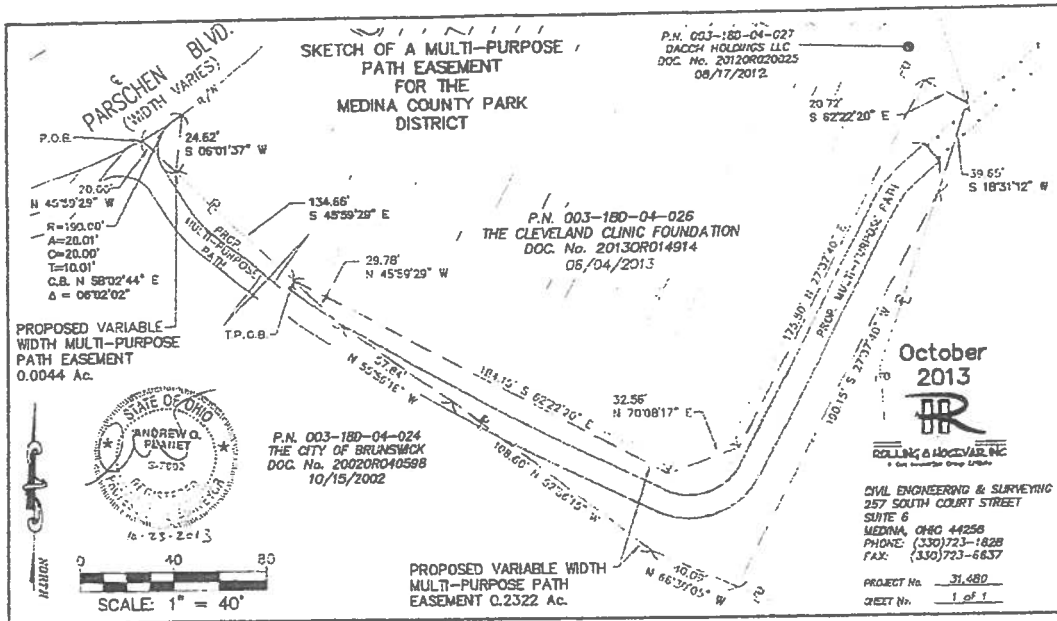
Site Plan for New Asphalt Walking Trail and Kayak/Canoe Launch Facility Located on the Parkland



Contract #4335773
Approved as to Form.090825.JAG

EXHIBIT "D"

EASEMENT



Contract #4335773

Approved as to Form.090825.JAG

EXHIBIT "D"

Legal Description for Expanded Easement Area



Legal Description
Medina County Park District
Multi-Purpose Path Easement
Project No. 25-081
0.0851 Acres

Situated in the City of Brunswick, County of Medina, State of Ohio, and known as being part of Original Brunswick Township Lot 18, and being part a parcel conveyed to the Cleveland Clinic Foundation as recorded on June 4, 2013 in Document No. 2013OR014914 of the Medina County Recorder's records, and being further bounded and described as follows:

Commencing at a 5/8" iron pin found (capped "6439 6458") at the northwesterly corner of said Cleveland Clinic Foundation parcel; thence **South 45°44'20" East**, along the southwesterly line of said Cleveland Clinic Foundation parcel, a distance of **184.44 feet** to a point, thence **South 55°41'07" East**, continuing along the southwesterly line of said Cleveland Clinic Foundation parcel, a distance of **57.84 feet** to a point, thence **South 52°41'06" East**, continuing along the southwesterly line of said Cleveland Clinic Foundation parcel, a distance of **108.60 feet** to a 5/8" iron pin found (capped "6439 6458"), thence **South 66°15'04" East**, continuing along the southwesterly line of said Cleveland Clinic Foundation parcel, a distance of **40.08 feet** to the **TRUE PLACE OF BEGINNING** for the easement herein described;

Thence **North 27°52'49" East** a distance of **68.00 feet** to a point;

Thence **South 55°59'44" East** a distance of **43.25 feet** to a point on an easterly line of said Cleveland Clinic Foundation parcel;

thence **South 04°01'45" East**, along an easterly line of said Cleveland Clinic Foundation parcel, a distance of **48.00 feet** to a 5/8" iron pin found (capped "6439 6458"),

thence **South 42°42'26" West**, along a southeasterly line of said Cleveland Clinic Foundation parcel, a distance of **18.67 feet** to a 5/8" iron pin found (capped "6439 6458"),

thence **North 66°15'04" West**, along the southwesterly line of said Cleveland Clinic Foundation parcel, a distance of **63.76 feet** to the **PLACE OF BEGINNING** and containing **0.0851 acres** of land, more or less, as determined by Eric J. Misanko, Registered Surveyor No. 8850 in April 2025, for and on behalf of Lewis Land Professionals, Inc.

The **BASIS OF BEARING** for this description is Grid North of the Ohio State Plane Coordinate System, NAD83 (2011), North Zone as established by GPS Observation.

Contract #4335773

Approved as to Form.090825.JAG

EXHIBIT "D"

Legal Description for 2013 Easement Area



ROLLING & HOCEVAR
A Geo Innovation Group Affiliate

Engineering and Surveying
257 S. Court St. • Suite 6
Medina, Ohio 44256
Phone: 330-723-1828 • 800-723-1870
Fax: 330-723-6637
E-mail: info@rh-inc.com

0.0044 Acres
Legal Description for a Variable Wide Multi-Purpose Path Easement
Project No. 31,480
October 23, 2013

Situated in the City of Brunswick, County of Medina, State of Ohio, known as being part of lands conveyed to The Cleveland Clinic Foundation by deed dated June 4, 2013 as recorded in Document No. 2013OR014914 of Medina County Recorder's Records further bounded and described as follows:

Commencing at an iron pin found at the Northwest corner of said lands conveyed to The Cleveland Clinic Foundation, also being a Northern corner of lands conveyed to The City of Brunswick by deed dated October 15, 2002 as recorded in Document No. 2002OR040598 of Medina County Recorder's Records, and further being a point in the Southern Right-of-Way of Parschen Boulevard, having a variable width, and the **TRUE PLACE OF BEGINNING** of the Easement Area herein described;

Thence along the Northern line of said lands of The Cleveland Clinic Foundation and the Southern Right-of-Way line of said Parschen Boulevard, along a non-tangent curve to the left having a radius of 190.00 feet, a central angle of 06°02'02", a tangent length of 10.01 feet, a chord of which bears North 58°02'44" East for a distance of 20.00 feet with an arc length of 20.01 feet to a point thereon;

Thence, bearing South 06°01'37" West, a distance of 24.62 feet to a point on the Southern line of said lands conveyed to The Cleveland Clinic Foundation, and the Northern line of said lands conveyed to The City of Brunswick to a point thereon;

Thence along the Southern line of said lands conveyed to The Cleveland Clinic Foundation, and the Northern line of said lands conveyed to The City of Brunswick, bearing North 45°59'29" West, a distance of 20.00 feet to the **TRUE PLACE OF BEGINNING**, intending to be a variable width strip of land for the construction, maintenance and use of a multi-purpose path, containing 0.0044 acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

This legal description was prepared based on a survey under the supervision of Andrew G. Planet, P.S. No. S-7802 by Rolling & Hocevar, Inc. in October 2013.

EXHIBIT "D"

Legal Description for 2013 Easement Area



ROLLING & HOYER
A Geo Innovation Group Affiliate

Engineering and Surveying
257 S. Court St. • Suite 6
Medina, Ohio 44256
Phone: 330-723-1828 • 800-723-1870
Fax: 330-723-6637
E-mail: info@rh-inc.com

0.2322 Acres
Legal Description for a Variable Wide Multi-Purpose Path Easement
Project No. 31,480
October 23, 2013

Situated in the City of Brunswick, County of Medina, State of Ohio, known as being part of lands conveyed to The Cleveland Clinic Foundation by deed dated June 4, 2013 as recorded in Document No. 2013OR014914 of Medina County Recorder's Records further bounded and described as follows:

Commencing at an iron pin found at the Northwest corner of said lands conveyed to The Cleveland Clinic Foundation, also being a Northern corner of lands conveyed to The City of Brunswick by deed dated October 15, 2002 as recorded in Document No. 2002OR040598 of Medina County Recorder's Records, and further being a point in the Southern Right-of-Way of Parschen Boulevard, having a variable width;

Thence along the Southern line of said lands conveyed to The Cleveland Clinic Foundation, and the Northern line of said lands conveyed to The City of Brunswick, bearing South 45°59'29" East, a distance of 154.66 feet to a point thereon, and the **TRUE PLACE OF BEGINNING** of the Easement Area herein described;

Thence, bearing South 62°22'20" East, a distance of 184.15 feet to an angle point;

Thence, bearing North 70°08'17" East, a distance of 32.56 feet to an angle point;

Thence, bearing North 27°37'40" East, a distance of 175.50 feet to a point on the Northern line of said lands conveyed to The Cleveland Clinic Foundation, the same being a point in the Southern line of lands conveyed to DACOH Holdings LLC by deed dated August 17, 2012 as recorded in Document No. 2012OR020025 of Medina County Recorder's Records;

Thence along the Northern line of said lands conveyed to The Cleveland Clinic Foundation and the Southern line of said lands conveyed to DACOH Holdings LLC, bearing South 62°22'20" East, a distance of 20.72 feet to an angle point;

Thence along the Eastern line of said lands conveyed to The Cleveland Clinic Foundation, and the Western line of said lands conveyed to The City of Brunswick, bearing South 18°31'12" West, a distance of 39.65 feet to a point thereon;

Thence, bearing South 27°37'40" West, a distance of 190.15 feet to a point on the Southern line of said lands conveyed to The Cleveland Clinic Foundation, and the Northern line of said lands conveyed to The City of Brunswick;

Thence along the Southern line of said lands conveyed to The Cleveland Clinic Foundation, and the Northern line of said lands conveyed to The City of Brunswick, bearing North 66°30'05" West, a distance of 40.09 feet to an angle point;

Thence along the Southern line of said lands conveyed to The Cleveland Clinic Foundation, and the Northern line of said lands conveyed to The City of Brunswick, bearing North 52°56'15" West, a distance of 108.60 feet to an angle point;

Contract #4335773

Approved as to Form.090825.JAG

EXHIBIT "D"

Legal Description for 2013 Easement Area

Thence along the Southern line of said lands conveyed to The Cleveland Clinic Foundation, and the Northern line of said lands conveyed to The City of Brunswick, bearing North 55°56'16" West, a distance of 57.84 feet to an angle point;

Thence along the Southern line of said lands conveyed to The Cleveland Clinic Foundation, and the Northern line of said lands conveyed to The City of Brunswick, bearing North 45°59'29" West, a distance of 29.78 feet to the **TRUE PLACE OF BEGINNING**, intending to be a variable width strip of land for the construction, maintenance and use of a multi-purpose path, containing 0.2322 acres of land, more or less but subject to all legal highways and all covenants and agreements of record.

Bearings are based on an assumed meridian and are used herein to indicate angles only.

This legal description was prepared based on a survey under the supervision of Andrew G. Planet, P.S. No. S-7802 by Rolling & Hovevar, Inc. in October 2013.

Contract #4335773
Approved as to Form.090825.JAG

PROPOSED MOTION



DATE: 10/14/2025

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Magovac

COPY: Mayor Ron Falconi

MOTION: Motion for solicitation of Statement of Qualifications (SOQ) from interested engineering firms for design services for the Center Road (SR-303) Urban Paving Project, PID#116495, within the City of Brunswick. Opportunities to submit designs will be available on the City of Brunswick's website for two consecutive weeks.

BACKGROUND: Center Road (SR-330) has been selected by ODOT for resurfacing as a part of the Urban Paving Program. The City is responsible for the design of this project, as directed by ODOT. ODOT policy dictates that City Engineers and the engineering firm they represent, are not permitted to be directly selected as the designer on City projects that utilize ODOT funding. The City must go through a Request For Qualifications (RFQ) process to select a designer for the project based on qualifications.

PURPOSE AND EXPLANATION: The purpose of this action is to select an engineering firm to design the paving project on Center Rd (SR-303) from W. 130th Street to Congressional Avenue. The engineering design will begin in January 2026, with completion in the fall of 2026. The paving will be budgeted for 2027 with a possible 2027 or 2028 construction.

IMPLEMENTATION SCHEDULE: This agreement commences January 1, 2026.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The solicitation of SOQs does not require any additional funding. However, at the time of final review and recommendation of the selection by City Council, the costs of those services will be compared to the adopted project budget to determine if sufficient appropriations are in place. The certification of funds for eligible and approved services will also go through the purchase order process pursuant to ORC 5705.41D.

RECOMMENDED ACTION:

ADDITIONAL

INFORMATION:

PROPOSED LEGISLATION



DATE: 10/14/2025

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Carl DeForest

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 85-2025** - An emergency resolution amending Resolution No. 25-2025 and authorizing the City Manager to enter into an Opioid Settlement Fund Disbursement Agreement with Hope Recovery Community, Inc. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Carl DeForest*)

BACKGROUND: By Resolution No. 25-2025, Brunswick City Council authorized the City Manager to enter into an Opioid Settlement Fund Disbursement Agreement with Hope Recovery Community, Inc. Said Agreement stipulated the Settlement Funds shall be solely for the renovation of specific property and the purchase of tangible furniture, fixtures and equipment to be located on or within the specific property to support the Permitted Uses. Hope Recovery Community, Inc. has withdrawn its intent to lease the subject property. Hope Recovery Community, Inc. has since contacted the City to request an amendment to the Agreement allowing the use of the funds solely for tangible furniture, fixtures and equipment and rent and utilities associated with their facility located in the City of Brunswick.

PURPOSE AND EXPLANATION: This Resolution will amend Resolution No. 25-2025 and the referenced Agreement to allow Hope Recovery Community, Inc. to use the Settlement Funds for tangible furniture, fixtures, and equipment and rent and utilities associated with their facility located in the City of Brunswick.

IMPLEMENTATION SCHEDULE: Earliest time allowed by law.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: This amended Resolution would not change the original amount of \$98,732.60 as stipulated in Resolution #25-2025.

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?

The City Administration requests that City Council approve this legislation as an emergency with suspension of the rules to allow the distribution of the Settlement Funds for the Permitted Uses.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 85-2025

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION AMENDING RESOLUTION NO. 25-2025
AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN OPIOID
SETTLEMENT FUND DISBURSEMENT AGREEMENT WITH HOPE
RECOVERY COMMUNITY, INC.

WHEREAS: The City of Brunswick is one of approximately 2,000 local governments to receive opioid settlement funds (the “Settlement Funds”) to prevent, treat and support recovery from addiction from opioids and/or other co-occurring substance abuse and/or mental health conditions;

WHEREAS: Pursuant to the terms of settlement, Settlement Funds shall be utilized to prevent, treat and support recovery from addiction, including opioids and/or other co-occurring substance abuse and/or mental health conditions, which are long-lasting (chronic) diseases that can cause major health, social and economic problems at the individual, family and/or community level (the “Permitted Uses”);

WHEREAS: The City of Brunswick is presently in receipt of Settlement Funds in the amount of \$98,732.60 to be utilized consistent with the Permitted Uses;

WHEREAS: Hope Recovery Community, Inc., an Ohio non-profit corporation (the “Intended Recipient”), intends to utilize the Settlement Funds for the purchase of tangible furniture, fixtures and equipment (the “FF&E”), to pay for insurance, rent and utilities and for such other uses as reasonably necessary to support the Permitted Uses;

WHEREAS: The Intended Recipient shall be required to maintain an itemized accounting to detail the use of the Settlement Funds and otherwise comply with all applicable law; and

WHEREAS: The Administration recommends entering into an Opioid Settlement Fund Disbursement Agreement with the Intended Recipient.

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

SECTION 1: That the City Manager is hereby authorized and directed, upon approval of the Law Director, to enter into an Opioid Settlement Fund Disbursement Agreement to provide the Intended Recipient with Settlement Funds in the amount of \$98,732.60 to be utilized as expressly provided therein.

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 distribute the Settlement Funds for the Permitted Uses. 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, MMC

OPIOID SETTLEMENT FUND DISBURSEMENT AGREEMENT

THIS OPIOID SETTLEMENT FUND DISBURSEMENT AGREEMENT (the “Agreement”) is entered into by and between the City of Brunswick, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the “City”) and Hope Recovery Community, Inc., an Ohio non-profit corporation (the “Recipient”). Each party to this Agreement is individually referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, the City of Brunswick is one of approximately 2,000 local governments to receive opioid settlement funds (the “Settlement Funds”) to prevent, treat and support recovery from addiction from opioids and/or other co-occurring substance abuse and/or mental health conditions.

WHEREAS, pursuant to the terms of settlement, Settlement Funds shall be utilized to prevent, treat and support recovery from addiction, including opioids and/or other co-occurring substance abuse and/or mental health conditions, which are long-lasting (chronic) diseases that can cause major health, social and economic problems at the individual, family and/or community level (the “Permitted Uses”).

NOW, THEREFORE, based upon the recitals, representations, and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties hereto agree to the following:

- 1) Settlement Fund Distribution. Within ten (10) business days of the full execution of this Agreement (the “Effective Date”), the City shall remit Settlement Funds in the amount of \$98,732.60 to Recipient for use as solely provided herein.
- 2) Use of Settlement Funds. Recipient agrees that use of Settlement Funds shall be solely for the purchase of tangible furniture, fixtures and equipment (the “FF&E”), insurance, rent and utility payments and such other uses as reasonably necessary to support the Permitted Uses.
- 3) Accounting. Recipient shall maintain an itemized accounting of the use of Settlement Funds, including copies of paid invoices confirming expenditures (the “Account”) paid with the Settlement Funds and such other and additional information as requested by the City. Recipient shall provide the City with a copy of the Account within thirty (30) days of request by the City.
- 4) Default/Termination. Recipient shall be deemed in default of this Agreement if Recipient: (a) Recipient fails to utilize Settlement Funds as provided in Section 2 hereof; (b) Recipient’s non-profit status is revoked or suspended and same is not reinstated within thirty (30) days of revocation/suspension; or (c) if Recipient fails to submit a proper Account to the City per Section 3 hereof.

In the event of default that remains uncured beyond any applicable cure period, if any, Recipient shall reimburse the City the entire amount of the Settlement Funds upon written demand.

- 5) Indemnification. Recipient, its affiliates, subsidiaries, members, shareholders, partners, directors, officers, employees, agents, insurers, heirs, beneficiaries, predecessors, successors, assigns, and all representatives acting on its behalf (collectively the “Releasing Party”), shall indemnify, defend and hold the City, its officers, directors, employees, agents, insurers, successors, assigns and all representatives acting on the City’s behalf (collectively the “Released Party”), harmless from and against any and all, and covenants not to sue any Released Party, for any, past, present, and future claims, causes of action, damages, losses, counterclaims, demands, obligations, penalties, fines, liabilities and injuries, including but not limited to all liability, costs, expenses, fees (including attorneys’ fees), and interest, of any kind or description whatsoever in law or in equity, now known, or hereafter discovered, and all other damages, both compensatory and punitive, whether direct or indirect, arising in common law, tort, contract, statute, administrative rule or process, regulatory rule or process, or otherwise, which any Releasing Party or any third-party, had, or may have, against any Released Party arising from this Agreement, including, without limitation, the distribution of the Settlement Funds to Recipient and/or Recipient’s use of the Settlement Funds as provided herein (collectively the “Released Claims”).
- 6) Representations. Each Party represents and warrants that such Party to this Agreement has full and unrestricted power, right, and authority to enter into this Agreement and perform its respective obligations hereunder.
- 7) Recitals. The recitals set forth herein are incorporated in this Agreement by reference.
- 8) Headings. The headings preceding each Section are intended for the convenience of the Parties to this Agreement and have no legal significance.
- 9) Amendment. This Agreement shall not be amended, changed, or modified except by written instrument signed by all of the Parties hereto.
- 10) Notices. All notices required or permitted to be provided pursuant to this Agreement shall be provided by email to the following (as same may be updated from time to time in writing), which shall be deemed delivered upon receipt of a delivery confirmation:

If to City:

City of Brunswick
Attn: Carl S. DeForest, City Manager
4095 Center Road
Brunswick, Ohio 44212

cdeforest@brunswick.oh.us

If to Recipient:

Hope Recovery Community, Inc.
Attn: Jon Robinson, Director of Operations & Recovery Housing
200 Highland Drive
Medina, Ohio 44256
jrobinson@hoperecoverycommunity.org

- 11) Governing Law/Jurisdiction/Litigation. This Agreement shall be interpreted, construed, and governed by the internal laws of the State of Ohio without regard to conflicts of law principles. Any action or lawsuit filed to enforce any provision of this Agreement shall be exclusively filed and venued in the Medina County Court of Common Pleas.
- 12) Execution in Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. Signatures delivered by electronic means (facsimile, pdf scan, etc.) shall be deemed binding originals thereof.
- 13) Binding Effect. This Agreement shall bind and inure to the benefit of the Parties hereto, their respective affiliates, subsidiaries, members, shareholders, partners, directors, officers, employees, agents, insurers, heirs, beneficiaries, predecessors, successors, assigns, and all representatives acting on their respective behalves.
- 14) Severability. In the event one or more provisions of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the remaining provisions contained in this Agreement shall survive, not in any way be affected or impaired, and this Agreement shall be enforced in full as if the unenforceable provision never existed.
- 15) Full Disclosure. The Parties acknowledge and understand that each Party has had the opportunity to receive and engage counsel regarding its respective rights, obligations, and liabilities under this Agreement.
- 16) Entire Agreement. This Agreement constitutes the entire agreement of the Parties. There are no communications or oral understandings contrary to, different from, or which in any way restrict this Agreement and all prior agreements or understandings are hereby superseded and rendered null and void. No Party has relied upon any statement or information not found within this Agreement in entering into the same.

IN WITNESS WHEREOF, the Parties hereto have executed this Opioid Settlement Fund Disbursement Agreement as of the dates indicated below.

CITY OF BRUNSWICK

HOPE RECOVERY COMMUNITY, INC.

Carl S. DeForest, City Manager

By: _____

Title: _____

Date: _____

Date: _____

Approved as to form:

Dennis A. Nevar, Law Director