

BRUNSWICK CITY COMMITTEE-OF-THE-WHOLE

Agenda

APRIL 13, 2026

6:10 PM

or Immediately Following
Services, Utilities, Technology & Cable Committee

1. Discussion Items
2. Motion Items
 - (a) Motion authorizing the City Manager to enter into a 36-month agreement with Next Era Energy for the electric power needed for running city-owned buildings, lighting, sirens and other city-related functions at an estimated fixed rate of \$.0817 per kilowatt-hour. The final rate will be determined at the time of the signing of the proposed agreement. This program is through NOPEC.
 - (b) Motion authorizing the City Manager to enter into a 24-month agreement with Next Era Energy for the natural gas needed for city-owned buildings at an estimated fixed rate of \$.554 per Ccf. The final rate will be determined at the time of the signing of the proposed agreement. This program is through NOPEC.
3. Review Legislation
 - (a) **ORD. NO. 20-2026**- An emergency ordinance adopting the recommendation of the Brunswick Community Reinvestment Area Housing Council to continue all active agreements in 2026 (with conditional approval of the North Park Plaza Agreement) and accepting the 2025 CRA Status Report. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Grant Aungst*)
 - (b) **ORD. NO. 24-2026** - An emergency ordinance amending Chapter 624 of the City of Brunswick Codified Ordinances. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Dennis Nevar*)
4. General Discussion
5. Executive Session
 - (a) The appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official.
6. Adjournment

THE CITY OF BRUNSWICK

PROPOSED MOTION



DATE: 4/13/2026

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Magovac

COPY: Mayor Ron Falconi

MOTION: Motion authorizing the City Manager to enter into a 36-month agreement with Next Era Energy for the electric power needed for running city-owned buildings, lighting, sirens and other city-related functions at an estimated fixed rate of \$.0817 per kilowatt-hour. The final rate will be determined at the time of the signing of the proposed agreement. This program is through NOPEC.

BACKGROUND: Currently, all City electrical supply is in an electrical supply program with Next Era Energy Services through NOPEC at a rate of \$.0555 KWH for a term of 24 months. This existing fixed rate agreement concludes on March 31, 2026. If the agreement is not terminated, it will move to a variable rate for providing electricity. The anticipated rate of \$.0817 KWH is the lowest and best rate currently available. Note that the market constantly changes and the final rate may be slightly higher or lower at the time that we are able to sign the proposed agreement.

PURPOSE AND EXPLANATION: The purpose of this motion is to purchase electricity at the lowest possible price in order to save money.

IMPLEMENTATION SCHEDULE: The new rate will start on or about June 1, 2026.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The previous contracted rate was \$.0555 KWH. The proposed rate is \$.0817 KWH. At these newly proposed rates, it would result in a 47.21% increase and require budget amendments to be proposed to City Council to cover the projected increased costs assuming 9 months of 2026. Preliminary additional cost increases in 2026 from the old contract to the new contract, excluding any temporary periods of market rates that could occur between contracts, are estimated to be approximately \$93,049.89 over the remaining 9 months of 2026 compared to the same time period last year. A separate piece of legislation will contain the estimated cost increases by fund and account. Electric bills, including those for streetlights, are charged to various utility lines within the City budget. Utility expenses are also limited to the various funds/departments and the adopted appropriations of the City Council for those accounts.

These accounts are monitored by Finance and the individuals who receive the monthly financial reports.

Electrical usage also varies annually by building, which could also result in net savings or additional costs from those estimated.

**RECOMMENDED
ACTION:**

It is requested that the motion is passed for the immediate preservation of public peace, property, health, safety, or welfare, and so that the motion will be enacted and a fixed electrical rate can be set for the next 36 months beginning on or about June 1, 2026.

**ADDITIONAL
INFORMATION:**



**COMPETITIVE RETAIL
ELECTRIC SERVICE
CONTRACT**

OHIO
Preferred NOPEC Municipal Pricing Program
(Non-Aggregation)
(kWh)

This Competitive Retail Electric Service Contract (“Agreement”) is between NextEra Energy Services Ohio, LLC (“Supplier”) and City of Brunswick (“Customer”) (each a “Party” hereunder). Supplier shall provide Customer with Service under all of the terms and conditions stated in this Agreement, including the Terms of Service (“TOS”), attached hereto and made a part hereof, for the Electric Distribution Utility (“EDU”) accounts (“Accounts”) identified in Addendum A, attached hereto and made a part hereof.

	Supplier Contact Information	Customer Contact Information
INTERNET:	www.nexteraenergyservices.com	
EMAIL:	contracts@nexteraenergyservices.com	pmagovac@brunswick.oh.us
MAILING ADDRESS:	NextEra Energy Services Ohio, LLC 601 Travis St., Ste 1400 Houston, TX 77002 ATTN: Contract Administration	City of Brunswick ATTN: Paul Magovac 4095 Center Rd Brunswick, OH 44212
TELEPHONE:	877.528.2890	(330) 225-9144
FAX:	800.627.8813	
HOURS:	9:00 am ET - 6:00 pm ET	

24 HOUR SERVICE OUTAGE REPORTING: Should an outage or other service disruption occur, Customer should contact the appropriate Electric Distribution Utility: Call 1-888-544-4877 for Cleveland Electric Illuminating Company, Ohio Edison and Toledo Edison. For AEP Ohio call 1-800-672-2231.

PRODUCT DESCRIPTION: The product is full requirements electric generation service (“Service”).

PRICE: The Price for Service during the Initial Term shall be \$0.0817 per kilowatt hour (“kWh”). The Price includes costs and charges for electric energy, and estimated costs and charges for the following additional components of Service: congestion, line losses, renewable energy credits, ancillary services, generation deactivation, capacity and similar generation resource adequacy plans, and transmission services (where applicable), subject to any adjustments resulting in Pass-Through Charges (as defined in the TOS). The Price excludes any EDU charges, Pass-Through Charges, and Taxes as described in the Payments provision of this Agreement.

INITIAL TERM: 36 months, beginning after the date Service starts as to each Account and ending upon the meter read date in such end month, subject to any applicable EDU terms and conditions.

ESTIMATED START MONTH: July 2026

HOLDOVER PRICE: Holdover Price means the price set forth at <https://www.nexteraenergyservices.com/aggregations/ohio/holdover> for the utility in which Service is provided. The Holdover Price shall apply for Service provided by Supplier after the Initial Term if Supplier and Customer do not enter into a new or renewal agreement and Supplier continues to provide Service.

PAYMENTS: Customer shall pay the total monthly charge for Service (“Supplier Electricity Charge”) as billed during the term of this Agreement. The Supplier Electricity Charge is the sum of (i) the product of Customer’s total metered energy usage for the Accounts during an EDU billing cycle and the Price or Holdover Price, whichever is applicable, (ii) any Pass-Through Charges, and (iii) Taxes, if applicable.

Customer	Supplier
Authorized Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Term. This Agreement shall be effective upon the date it has been executed by both parties ("Effective Date"). Notwithstanding the "Estimated Start Month," if Customer is switching to Supplier, service from Supplier shall commence upon the date the EDU switches each Account to Supplier and continue through expiration of the Initial Term, and if Customer is renewing, then service hereunder shall commence with the first billing cycle following expiration of the term of the prior agreement. If Customer is not a Mercantile Customer, prior to expiration of the Initial Term we will send a notice to Customer explaining what will happen upon expiration of the Initial Term. **After the Initial Term expires, this Agreement shall continue on a month-to-month basis at the variable Holdover Price without Customer's affirmative consent even when there is a change in the price or other terms and conditions unless and until either Party terminates this Agreement upon at least thirty (30) days written notice to the other, in which event such termination shall be effective on the date following the date of such notice on which the EDU successfully switches Customer's Account(s) to another competitive electricity supplier or to the EDU's electric supply.** Supplier is permitted in its sole discretion to change the Holdover Price to a different price determined in its sole discretion without prior notice.

Special Termination. If, prior to expiration of the Initial Term, Customer withdraws from membership in the Northeast Ohio Public Energy Council ("NOPEC") or from NOPEC's electricity program, then this Agreement shall terminate as of the first EDU meter read date immediately following any such withdrawal or termination, and Customer shall pay Liquidated Damages to Supplier.

Rescission. The EDU will send a written notice to Customer confirming Customer's decision to enroll with Supplier. If Customer is not a Mercantile Customer, it will have the right to rescind this Agreement without penalty within seven (7) calendar days of receiving the confirmation letter from the EDU by contacting the EDU according to the instructions contained in the letter. If Customer is not a Mercantile Customer and does not rescind, or if it is a Mercantile Customer, Customer's acceptance of electricity from Supplier constitutes Customer's further acceptance of these Terms of Service.

Switch of Service. Supplier will work with the EDU to switch Service to each Account to Supplier in accordance with the applicable EDU tariff. Because of EDU processing, Supplier cannot guarantee the date by which switching of any Account may be completed. The EDU may charge switching fees to the Customer.

Customer's Service. Customer shall receive Service for each Account in accordance with the terms of this Agreement and authorizes Supplier to cause the EDU to transfer the Accounts to Supplier. Customer hereby provides Supplier with all necessary authority to obtain Customer's current and historical electricity cost and usage data from the EDU, and Customer's payment and credit history and other information reasonably requested by Supplier. Customer agrees, upon request, to provide Supplier with facility descriptions, operating information, Account numbers and service locations, and such other information available to Customer and reasonably requested by Supplier. Customer represents and warrants that Customer is not a residential customer as defined by Ohio law. To the extent allowable under PUCO rules and applicable law, Customer hereby waives Customer's rights under the PUCO rules applicable to electricity supply by CRES providers except as otherwise provided in this Agreement.

Mercantile Customer. "Mercantile Customer" means a commercial or industrial customer if the electricity consumed is for nonresidential use and the customer consumes more than seven hundred thousand kilowatt hours per year or is part of a national account involving multiple facilities in one or more states.

Adjustments. "Pass-Through Charges" means new or increased costs and charges with respect to the purchase, sale, acquisition, delivery, transmission and/or distribution of electricity including, without limitation, those arising from MCU Events, or any event under the Legal Changes and Compliance section below, all of which shall be passed through to Customer by Supplier. Depending on the bill format, Pass-Through Charges may appear on Customer's bill as a line item or Price adjustment.

Taxes. "Taxes" means all federal, state, municipal or other governmental taxes, duties, fees, levies, premiums, assessments, surcharges, withholdings, or any other charges of any kind, if applicable, to Customer, any or all of which relate to the sale, purchase or delivery of electricity, together with all interest, penalties or other additional amounts imposed thereon, but excluding taxes on net income. If Customer is exempt from any Taxes, it is responsible for timely requesting an exemption by filing with Supplier and the Utility all required documentation as such was filed with the Ohio Department of Taxation. If Customer fails to do so, Customer will be billed as if it is not exempt.

Billing. Customer consents to billing through one of the following options, as permitted by law, at Supplier's discretion: (i) Customer will receive one invoice from the EDU that includes the Supplier Electricity Charge, the EDU Delivery Charges and applicable Taxes (the "Consolidated Billing Option"); or (ii) Customer will receive two invoices, one from Supplier for the Supplier Electricity Charge and one from the EDU for the EDU delivery charges, each with applicable Taxes (the "Dual Billing Option"). Under the Consolidated Billing Option, Customer shall submit payment of the Supplier Electricity Charge directly to the EDU pursuant to the applicable EDU tariff. Under the Dual Billing Option, Customer shall pay the Supplier Electricity Charge directly to Supplier on or before sixteen (16) days after the billing date on Customer's invoice or the postmark date, whichever is later. If the EDU fails to timely obtain or transmit a meter reading, Supplier may issue or cause to be issued a bill to Customer based on its estimated energy usage and charges. In the event of a billing error, Supplier may issue a corrective invoice which Customer shall pay. Customer has the right to request from Supplier, twice within a twelve month period, up to twenty-four months of Customer's payment history without charge. If Customer fails to pay any amount when due, it shall pay a late fee for all past due amounts equal to the lesser of 1.5% per month or the maximum charge allowed by law.

Credit Support. If at any time Supplier determines in its reasonable discretion that Customer cannot demonstrate satisfactory creditworthiness, there has been a material adverse change in Customer's creditworthiness, or Customer fails to timely pay amounts when due or is otherwise in default of its obligations under this Agreement, then Supplier may require Customer to provide Supplier with a cash deposit or other credit support in an amount and form reasonably acceptable to Supplier. Credit review will typically be performed using credit agency reports (e.g. Dun & Bradstreet, Standard & Poor's and/or Moody's), if available, and deposits will typically not exceed 2 months of expected Customer billings. If utilized, any deposit balance remaining will be returned to Customer.

Material Change in Usage ("MCU"). Customer shall provide Supplier at least thirty (30) days advance notice whenever Customer has reason to believe that, for reasons other than weather, Customer's estimated monthly aggregate usage will increase or decrease by more than 25% (each such material change being an "MCU Event"), and shall provide good faith estimates of such usage changes. For each MCU Event, regardless of whether notice is provided, Customer shall pay Supplier for any losses, or new or increased costs and charges, reasonably associated with such MCU Event and incurred by Supplier. Such losses, and/or costs and charges may be charged to Customer by Supplier as Pass-Through Charges.

Legal Changes and Compliance. "Change in Law" means a change in Applicable Law. "Applicable Law" means any law, regulation, rule, ordinance, order or decree by a governmental authority or the Regional Transmission Operator ("RTO")/Independent System Operator ("ISO"), including, without limitation, EDU tariffs (including, without limitation, rate class definitions and/or delivery voltage/service level requirements), RTO/ISO rules or protocols (including, without limitation, those affecting any fees, costs, or charges imposed by the RTO/ISO), market rules, load profiles, methods by which the EDU or the RTO/ISO calculates usage, nodal and zonal definitions, and/or ISO boundaries. A "change" includes, without limitation, any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness or any change in construction, interpretation or outcome. Notwithstanding any provision in this Agreement to the contrary, if there is a Change in Law and such Change in Law results in Supplier incurring material new or increased costs or charges in providing the Services contemplated herein, or if there are any material new or increased costs or charges incurred by Supplier, including costs or charges for renewable energy credits, capacity and/or network

integrated transmission service, to comply with Applicable Law, such new or increased costs or charges shall be paid by Customer as Pass-Through Charges.

Title. Title to and risk of loss of the electric energy, ancillary services, renewable energy credits, and every other component of the Service provided hereunder shall pass to Customer at the point at which Supplier provides such component to the EDU.

Force Majeure. Neither Party will be in breach or liable for any delay or failure in its performance under this Agreement (except with respect to any payment obligations under this Agreement) to the extent such performance is prevented or delayed due to a Force Majeure Event. For purposes of this Agreement, a "Force Majeure Event" shall mean any act or event that (i) renders it impossible or impractical for the affected Party to perform its obligations under the Agreement, and (ii) is beyond the reasonable control of the affected Party, including, but not limited to, storms or floods, lightning, earthquakes and other acts of God, wars, civil disturbances, revolts, terrorist activity, sabotage, theft, vandalism or other actions by third parties, fires, explosions, failures of suppliers, utility action or inaction and actions of a governmental authority. In no event shall Supplier's ability to sell electricity at a higher price, or Customer's ability to purchase electricity at a lower price, constitute a Force Majeure Event under this Agreement.

Limits on Liability; Disclaimer. EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES AND DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR SERVICE. SUPPLIER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESSED OR IMPLIED.

Liquidated Damages. Liquidated Damages means, as to each terminated Account(s), an amount equal to the product of: (i) the excess, if any, of the Price over the market price that is commercially available to Supplier for the same electricity usage which would have been supplied hereunder for the remainder of the Initial Term, all as reasonably determined by Supplier, and (ii) the estimated electricity usage which would have been supplied hereunder for the remainder of the Initial Term. To determine the "market price that is commercially available to Supplier," as used above, Supplier may consider, among other things, settlement prices of applicable NYMEX futures contracts, quotations from leading dealers in energy swap contracts and other bona fide offers from parties participating in the wholesale and/or retail power markets, which may include Supplier and/or its affiliates, all as commercially available to Supplier and all as adjusted for the length of the remaining Initial Term and otherwise as is commercially reasonable. Supplier will not be required to enter into any replacement transaction in order to determine such market price or actual damages.

Termination by Customer. Subject to the Special Termination provisions above, Customer may terminate this Agreement, in whole or as relating to any Account(s), without liability for Liquidated Damages so long as Customer is not in default of any material obligation under this Agreement, but Customer shall be obligated to pay for the electricity and related services provided to Customer pursuant to this Agreement prior to the date that such termination becomes effective, including applicable late payment fees.

Termination by Supplier. Supplier reserves the right to terminate this Agreement if Customer: (i) fails to make timely payment of all amounts due Supplier; or (ii) fails to post a security deposit under the provisions of the Credit Support section within ten (10) days of a written request for deposit;

or (iii) breaches any warranty or representation to Supplier; or (iv) defaults on any other material obligation under this Agreement that is not cured within thirty (30) days of receipt of written notice; or (v)(A) makes an assignment for the benefit of creditors, (B) files a petition or otherwise authorizes the commencement of a proceeding under the Bankruptcy Code or similar law for protection of creditors, or has such petition filed against it, (C) otherwise becomes bankrupt or insolvent, or (D) is unable to pay its debts as they fall due. In the event Service is terminated in accordance with this Section prior to expiration of the Initial Term, Customer shall pay Supplier the Liquidated Damages.

Assignment. Supplier may assign its rights and obligations under this Agreement to a third party. Customer may not assign its rights and obligations under this Agreement to a third party without the prior written consent of Supplier, which consent shall not be unreasonably withheld. Supplier may deny such assignment based on the creditworthiness of the assignee, as determined by Supplier in its reasonable discretion. Any attempted assignment in violation of this Agreement shall be null and void.

Confidentiality. Supplier will not release your account number(s), social security number, or any of your information without your express written consent except in accordance with Rules of Ohio Administrative Code. The Parties agree to keep all terms and provisions of this Agreement and the Service confidential and not to disclose its terms to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make any such disclosures to (i) a third party service provider who has a need to know such confidential information to provide services to the disclosing Party and is prohibited from disclosing to another party such Party's confidential information, (ii) governmental agencies, (iii) its own agents, attorneys, auditors, accountants and shareholders or members and (iv) comply with applicable Ohio open records laws. If disclosure is sought through process of a court, a state or federal regulatory agency or open records law, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party.

Complaints. If your complaint is not resolved after you have called your electric supplier and/or your electric utility, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

Governing Law and Venue. This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Ohio. The exclusive venue for any suit, claim, action or other proceedings, whether at law or in equity, relating to this Agreement, shall be in the state or federal courts of competent jurisdiction sitting in Cleveland, Ohio.

Misc. Entire Agreement. This Agreement embodies the entire Agreement and understanding between the Parties, and supersedes all prior agreements and understandings between the Parties, whether written or oral, with respect to the subject matter hereof.

Forward Contract. The Parties agree that this Agreement is a "forward contract" and that Supplier is a "forward contract merchant" for purposes of the United States Bankruptcy Code, as amended, and any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) thereof.

Environmental Disclosure. Customer agrees that Supplier may make the required annual and quarterly environmental disclosures electronically by making such disclosures available for viewing at the Supplier's website: <https://www.nexteraenergyservices.com/legal-notices-and-terms/> and, under "Environmental Disclosures," clicking on "Ohio."

NextEra Energy Services Ohio, LLC
CRES Certificate Number 08-145E

**Addendum A to
Competitive Retail Electric Service Contract**

ACCOUNTS INCLUDED IN AGREEMENT

Customer Name: City of Brunswick
Electric Distribution Utility: Ohio Edison

EDU Account No.	Service Address City, State and Zip	Billing Address City, State and Zip	New Account or Renewal?
08007648375001276533	4357 Center Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375000332874	1473 Parschen Pkwy Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375000181501	3910 1/2 Venus Dr Siren Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08021257770000529006	3637 Center Road RecCtr Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648370000516981	4095 Center Rd Ofces Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375000013736	4095 Center Rd Ofces Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006048890000518613	4328 Center RD SW COR Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08020984530000516376	4095 Center RD Rear Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006048890001399331	4095 Center RD Bus Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006049820000517776	4385 Center Road Sta 1 Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006049820000529441	3410 Grafton RD Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648370000517777	4383 Center Rd RecGar Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375000181507	1525 1/2 Pearl Rd Siren Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375000181508	929 1/2 Pearl Rd Siren Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08021560600000517914	4637 Center RD NRA PK Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006048890000516237	4314 Center Rd Se Cor Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006048890000523538	4313 Center Rd Ne Cor Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006048890000515940	1721 Diana Dr Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08028804090000516239	4274 Manhattan Dr Yth Ct Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08028804095000016951	4274 Manhattan Dr Yth Ct Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006513910001310986	3637 Center Rd Rec Ctr Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08021926410000533283	3595 Grafton Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal

08020201190000503661	1238 W 130 St Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648370000517915	4637 Center RD NRA PK Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006048895000201561	2000 Windsor Drive (Mooney Park) Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08028860870000510167	830 Hadcock Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006514030001304520	Street Lights S Lite Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006513915000017300	404 Winchester Ln Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006513915000018258	789 Westminster Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006513915000018263	3901 Venus Dr Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006513915000020195	4637 Center Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006513915001651526	4632 1/2 Center Rd. Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08006514035000222699	1510 Brunswick Lake Pkwy Streetlight Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648370001571816	3030 1/2 Center Rd Trfclt Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375000013737	4095 Center Rd Ofces Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375000020096	4383 Center Rd Rec Gar Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375000185851	3540 1/2 Center Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375000330291	3463 Center Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375000385544	BLK LT 0 Grafton RD Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375000389462	1255 1/2 N. Carpenter AirRaid Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375001269325	3839 1/2 Center Rd Trfclt Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375001269326	3783 1/2 Center RD Trfclt Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375001269327	3675 1/2 Center Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375001269328	3437 1/2 Center Rd Trfclt Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375001269330	3015 1/2 Center Rd Trfclt Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375001269332	2803 1/2 Center Rd TrfCl Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375001269334	3101 1/2 Center Rd Trfclt Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375001269337	3101 1/2 Center Rd Trfclt Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375001269338	3250 1/2 Center Rd Trfclt Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375001272932	1480 1/2 Pearl Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal

08007648375001272935	1812 1/2 Pearl Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375001272936	4383 1/2 Center Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375001272939	1383 1/2 Pearl Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375001272942	1700 1/2 Pearl Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375001272948	544 1/2 Pearl Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375001272953	1562 1/2 Pearl Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375001272957	2764 1/2 Grafton Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375001272959	1112 1/2 Pearl Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375001272962	15603 1/2 Boston Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375001275602	3213 1/2 Laurel Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
08007648375001540296	532 N. Carpenter Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal

Customer Initials: _____

Date: _____

NextEra Energy Services Ohio Initials: _____

Date: _____

THE CITY OF BRUNSWICK

PROPOSED MOTION



DATE: 4/13/2026

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Magovac

COPY: Mayor Ron Falconi

MOTION: Motion authorizing the City Manager to enter into a 24-month agreement with Next Era Energy for the natural gas needed for city-owned buildings at an estimated fixed rate of \$.554 per Ccf. The final rate will be determined at the time of the signing of the proposed agreement. This program is through NOPEC.

BACKGROUND: Currently, most of the City's natural gas suppliers are Next Era Energy and Constellation at a rate of \$.4130 Ccf. This existing fixed rate agreement concluded on March 31, 2026. If the agreement is not terminated, it will move to a variable rate for providing natural gas. The anticipated rate of \$.554 Ccf is the lowest and best rate currently available. Note that the market constantly changes, and the final rate may be slightly higher or lower at the time that we are able to sign the proposed agreement.

PURPOSE AND EXPLANATION: The purpose of this motion is to purchase natural gas at the lowest possible price in order to save money.

IMPLEMENTATION SCHEDULE: The new rate will start on or about June 1, 2026.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: The previous contracted rate was \$.4130 Ccf. The proposed rate is \$.5540 Ccf. At these newly proposed natural gas rates, it would result in a 34.14% increase and require budget amendments to be proposed to City Council to cover the projected increased costs assuming 9 months of 2026. Preliminary additional cost increases in 2026 from the old contract to the new contract, excluding any temporary periods of market rates that could occur between contracts, are estimated to be approximately \$27,378.11 over the remaining 9 months of 2026 compared to the same time period last year. A separate piece of legislation will contain the estimated cost increases by fund and account. Gas bills are charged to various utility lines within the City budget. Utility expenses are also limited to the various funds/departments and the adopted appropriations of the City Council for those accounts. These accounts are monitored by Finance and the individuals who receive the monthly financial reports.

Gas usage also varies annually by building, which could also result in net savings or additional costs from those estimated.

**RECOMMENDED
ACTION:**

It is requested that the motion is passed for the immediate preservation of public peace, property, health, safety, or welfare, and so that the motion will be enacted and a fixed natural gas rate can be set for the next 24 months beginning on or about June 1, 2026.

**ADDITIONAL
INFORMATION:**



**NATURAL GAS SALES
AGREEMENT
BASE CONTRACT**

OHIO
Preferred NOPEC Municipal Pricing Program
(Non-Aggregation)
COH (Ccf)

This Natural Gas Sales Agreement ("Agreement") is between NextEra Energy Services Ohio, LLC ("Supplier") and City of Brunswick ("Customer") (each a "Party" hereunder). Supplier shall provide Customer with Service under all of the terms and conditions stated in this Agreement, including this Base Contract, Addendum A, and Addendum B (the Terms of Service), attached hereto and made a part hereof, for Customer's natural gas utility ("Utility") accounts ("Accounts") identified in Addendum A. This Agreement is binding only if signed by both Parties.

	Supplier Contact Information	Customer Contact Information
INTERNET:	www.nexteraenergyservices.com	
EMAIL:	OHServices@nexteraenergyservices.com	pmagovac@brunswick.oh.us
MAILING ADDRESS:	NextEra Energy Services Ohio, LLC 20455 State Highway 249 Suite 200 Houston, TX 77070 ATTN: Contract Administration	City of Brunswick ATTN: Paul Magovac 4095 Center Rd Brunswick, OH 44212
TELEPHONE:	855.667.3201	(330) 225-9144
FAX:	800.627.8813	
HOURS:	24 hours a day, 7 days a week	

CUSTOMER'S UTILITY: COH CUSTOMER'S FEDERAL TAX ID NUMBER:

PRODUCT DESCRIPTION: Supplier will supply all of Customer's retail natural gas needs ("Service"), and Columbia Gas of Ohio, Customer's natural gas utility ("Utility"), will deliver the gas that Customer buys under this Agreement to Customer's facility address.

CONTRACT PRICE: \$0.554 Per Ccf. The Price does not include taxes or Utility charges. "Unit" means Ccf. The Price excludes any Utility Charges, Pass-Through Charges, and Taxes as described in the Terms of Service.

ESTIMATED START MONTH/YEAR; TERM: Service for each Account will begin on the date on which the Utility enrolls the Account with our service, which is estimated to occur during the July 2026 billing period, and will last for 24 months ("Initial Term").

HOLDOVER PRICE: Holdover Price means the price set forth at <https://www.nexteraenergyservices.com/aggregations/communities-we-serve/ohio/holdover> for the utility in which Service is provided. The Holdover Price shall apply for Service provided by Supplier after the Initial Term if Supplier and Customer do not enter into a new or renewal agreement and Supplier continues to provide Service.

TAX EXEMPTION: A completed tax exemption certificate must accompany this Agreement. If no certificate is attached, Customer will remain subject to taxes until a valid certificate is received and processed.

AUTHORITY: Customer represent to Supplier: (i) the person signing this Agreement on your behalf is legally authorized to do so; (ii) the Agreement, when signed by both parties, will be valid and legally binding upon Customer and enforceable in accordance with its respective terms; (iii) Customer has full power and authority over the provision of natural gas supply to each of the Facility Service Addresses to which the account(s) pertain; and (iv) the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate or other actions, which actions shall include, if Customer is a Ohio county, township, municipal corporation or other Ohio governmental entity, all actions required under Ohio state or local laws and/or regulations.

By signing this Agreement, Customer hereby agrees, as of the Effective Date, that it has read and understands the Terms of Service of this Agreement.

Customer	Supplier
Authorized Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**ADDENDUM A TO
NATURAL GAS SALES AGREEMENT
ACCOUNTS INCLUDED IN AGREEMENT**

Customer Name: City of Brunswick

Natural Gas Distribution Utility: Columbia Gas of Ohio, Inc.

Utility Account No.	Facility Service Address City, State and Zip	Billing Address City, State and Zip	New Account or Renewal?
134449020032	4095 Center Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
134449020050	4274 Manhattan Cr Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
124371550029	4613 Laurel Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
124326700013	1238 W 130th St Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
124371550010	4383 Center Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
124333060013	3410 Grafton Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal
124371540012	4383 Center Rd Brunswick, OH 44212	4095 Center Rd Brunswick, OH 44212	Renewal

Customer Initials: _____

Date: _____

NextEra Energy Services Ohio, LLC Initials: _____

Date: _____

NextEra Energy Services Ohio, LLC
Addendum B to Natural Gas Sales Agreement Terms of Service
Preferred NOPEC Municipal Pricing Program (Non-Aggregation) - COH

Term. This Agreement shall be effective upon the date it has been executed by both parties ("Effective Date"). Notwithstanding the "Estimated Start Month," if Customer is switching to Supplier, service from Supplier shall commence upon the date the Utility switches each Account to Supplier and continue through expiration of the Initial Term, and if Customer is renewing, then service hereunder shall commence with the first billing cycle following expiration of the term of the prior agreement. During the Term, Customer shall purchase and pay for, and Supplier shall supply, all of Customer's requirements for natural gas at the facilities served by the Accounts. If Customer is not a Mercantile Customer, Supplier will send written notice between forty-five and ninety calendar days before the contract expires explaining what will happen upon expiration of the Initial Term. If, upon expiration of the Initial Term, all or any accounts are not successfully switched away by the Utility to receive supply from another supplier or the Utility, this Agreement shall continue on a month-to-month basis until either party terminates this Agreement upon at least thirty (30) days' notice and the Utility switches such accounts away to receive supply from another supplier or the Utility. Supplier is permitted in its sole discretion to change the Holdover Price to a different price determined in its sole discretion without prior notice. Supplier's right to receive payment, the limitation of liability provision, and any other provisions of this Agreement, that by their sense and context, are intended to survive termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

Price. During the Initial Term, Customer shall pay the Price per Unit set forth in the Base Contract. For all supply provided under this Agreement, the Price does not include applicable Ohio taxes, and Customer will continue to be responsible for all charges assessed by the Utility, including any fees, surcharges or taxes associated with providing its supply, whether Utility or Supplier based. In the event that any costs or charges are created or modified due to a change in law, regulation, rule, ordinance, order or decree by a governmental authority, or in a Utility tariff, Supplier has the right to increase the Price by the amount of these costs or charges and Customer agrees to pay the increase. After the Initial Term expires, this Agreement shall continue on a month-to-month basis at the variable "Holdover Price," without Customer's affirmative consent even when there is a change in the price or other terms and conditions, until terminated as set forth above.

Special Termination. If, prior to the expiration of the Initial Term, Customer withdraws from membership in the Northeast Ohio Public Energy Council ("NOPEC") or from NOPEC's natural gas program, then this Agreement shall terminate as of the first Utility meter read date immediately following any such withdrawal or termination, and Customer shall pay Liquidated Damages to Supplier.

Rescission. The Utility will send written notice to Customer confirming Customer's decision to enroll with Supplier. If Customer is not a "Mercantile Customer," it has the right to rescind this Agreement without penalty within seven (7) business days of receiving the confirmation letter from the Utility

by calling the Utility at 1-800-344-4077. If Customer is not a Mercantile Customer and does not rescind or if Customer is a Mercantile Customer, Customer's acceptance of gas from Supplier constitutes Customer's further acceptance of these Terms and Conditions.

Switch of Service; No Switching Fee. Supplier will work with the Utility to switch Service to each Account to Supplier in accordance with the applicable Utility tariff. Because of Utility processing, Supplier cannot guarantee the date by which switching of any Account may be completed. The Utility may charge switching fees to the Customer.

Mercantile Customer. "Mercantile Customer" means a customer that consumes, other than for residential use, more than 5000 Ccf of natural gas per year at a single location within the state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside of this state. In accordance with Section 4929.01(L)(2) of the Ohio Revised Code, "Mercantile Customer" excludes a not-for-profit customer that consumes, other than for residential use, more than 5000 Ccf of natural gas per year at a single location within this state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside this state that has filed the necessary declaration with the Public Utilities Commission.

Adjustments. "Pass-Through Charges" means new or increased costs and charges with respect to the purchase, sale, acquisition, delivery, transmission and/or distribution of natural gas including, without limitation, those arising from MCU Events, or any event under the Legal Changes and Compliance section below, all of which shall be passed through to Customer by Supplier. Depending on the bill format, Pass-Through Charges may appear on Customer's bill as a line item or Price adjustment.

Taxes. "Taxes" means all federal, state, municipal or other governmental taxes, duties, fees, levies, premiums, assessments, surcharges, withholdings, or any other charges of any kind, if applicable, to Customer, any or all of which relate to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed thereon, but excluding taxes on net income. If Customer is exempt from any Taxes, it is responsible for timely requesting an exemption by filing with Supplier and or the Utility all required documentation as such was filed with the Ohio Department of Taxation. If Customer fails to do so, Customer will be billed as if it is not exempt.

Billing. Customer consents to billing through one of the following options, as permitted by law, at Supplier's discretion: (i) Customer will receive one invoice from the Utility that includes the Supplier Natural Gas Charge, the Utility Delivery Charges and applicable Taxes (the "Consolidated Billing Option"); or (ii) Customer will receive two invoices, one from Utility for the Supplier Natural Gas Charge and one from the Utility for the Utility delivery charges, each with applicable Taxes (the "Dual Billing Option"). Under the Consolidated Billing Option, Customer shall submit payment of the Supplier Natural

Gas Charge directly to the Utility pursuant to the applicable Utility tariff. Under the Dual Billing Option, Customer shall pay the Supplier Utility Charge directly to Supplier on or before sixteen (16) days after the billing date on Customer's invoice or the postmark date, whichever is later. If the Utility fails to timely obtain or transmit a meter reading, Supplier may issue or cause to be issued a bill to Customer based on its estimated energy usage and charges. In the event of a billing error, Supplier may issue a corrective invoice which Customer shall pay. Customer has the right to request from Supplier, without charge, up to twenty-four months of Customer's payment history for services rendered by Supplier. If Customer fails to pay any amount when due, it shall pay a late fee for all past due amounts equal to the lesser of 1.5% per month or the maximum charge allowed by law.

Credit Support. If at any time Supplier determines in its reasonable discretion that Customer cannot demonstrate satisfactory creditworthiness, there has been a material adverse change in Customer's creditworthiness, or Customer fails to timely pay amounts when due or is otherwise in default of its obligations under this Agreement, then Supplier may require Customer to provide Supplier with a cash deposit or other credit support in an amount and form reasonably acceptable to Supplier. Credit review will typically be performed using credit agency reports (e.g. Dun & Bradstreet, Standard & Poor's and/or Moody's), if available, and deposits will typically not exceed 2 months of expected Customer billings. If utilized, any deposit balance remaining will be returned to Customer.

Eligibility. Customers in the Percentage of Income Payment Plan, with certain arrearages or served by a competitive supplier are not eligible. By accepting these terms you represent that you are not currently enrolled with a competitive supplier. The Supplier reserves the right to void this Agreement, without liability, if your account does not meet these eligibility requirements.

Material Change in Usage ("MCU"). Customer shall provide Supplier at least thirty (30) days advance notice whenever Customer has reason to believe that, for reasons other than weather, Customer's estimated monthly aggregate usage will increase or decrease by more than 25% (each such material change being an "MCU Event"), and shall provide good faith estimates of such usage changes. For each MCU Event, regardless of whether notice is provided, Customer shall pay Supplier for any losses, or new or increased costs and charges, reasonably associated with such MCU Event and incurred by Supplier. Such losses, and/or costs and charges may be charged to Customer by Supplier as Pass-Through Charges.

Legal Changes and Compliance. "Change in Law" means a change in Applicable Law. "Applicable Law" means any law, regulation, rule, ordinance, order or decree by a governmental authority including, without limitation, Utility tariffs (including, without limitation, rate class), pipeline rules or protocols (including, without limitation, those affecting any fees, costs, or charges imposed by the pipeline), market rules, load profiles, and methods by which the Utility calculates usage. A "change" includes, without limitation, any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness or any change in construction, interpretation or outcome. Notwithstanding any provision in this Agreement to the contrary, if there is a Change in Law and such Change in Law results in Supplier incurring material new or increased

costs or charges in providing the Services contemplated herein, or if there are any material new or increased costs or charges incurred by Supplier to comply with Applicable Law, such new or increased costs or charges shall be paid by Customer as Pass-Through Charges.

Title. Title to and risk of loss of the natural gas shall pass to Customer at the point at which Supplier provides such gas to the Utility.

Force Majeure. Neither Party will be in breach or liable for any delay or failure in its performance under this Agreement (except with respect to any payment obligations under this Agreement) to the extent such performance is prevented or delayed due to a Force Majeure Event. For purposes of this Agreement, a "Force Majeure Event" shall mean any act or event that (i) renders it impossible or impractical for the affected Party to perform its obligations under the Agreement, and (ii) is beyond the reasonable control of the affected Party, including, but not limited to, storms or floods, lightning, earthquakes and other acts of God, wars, civil disturbances, revolts, terrorist activity, sabotage, theft, vandalism or other actions by third parties, fires, explosions, failures of suppliers, utility action or inaction and actions of a governmental authority. In no event shall Supplier's ability to sell natural gas at a higher price, or Customer's ability to purchase natural gas at a lower price, constitute a Force Majeure Event under this Agreement.

Limits on Liability; Disclaimer. EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES AND DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR SERVICE. SUPPLIER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESSED OR IMPLIED.

Liquidated Damages. Liquidated Damages means, as to each terminated Account(s), an amount equal to the product of: (i) the excess, if any, of the Price over the market price that is commercially available to Supplier for the same natural gas usage which would have been supplied hereunder for the remainder of the Initial Term, all as reasonably determined by Supplier, and (ii) the estimated natural gas usage which would have been supplied hereunder for the remainder of the Initial Term. To determine the "market price that is commercially available to Supplier," as used above, Supplier may consider, among other things, settlement prices of applicable NYMEX futures contracts, quotations from leading dealers in energy swap contracts and other bona fide offers from parties participating in the wholesale and/or retail natural gas markets, which may include Supplier and/or its affiliates, all as commercially available to Supplier and all as adjusted for the length of the remaining Initial Term and otherwise as is commercially reasonable. Supplier will not be required to enter into any replacement transaction in order to determine such market price or actual damages.

Termination by Customer. Subject to the Special Termination provisions above, Customer may terminate this Agreement, in

whole or as relating to any Account(s), without liability for Liquidated Damages so long as Customer is not in default of any material obligation under this Agreement, but Customer shall be obligated to pay for the natural gas and related services provided to Customer pursuant to this Agreement prior to the date that such termination becomes effective, including applicable late payment fees.

Termination by Supplier. Supplier reserves the right to terminate this Agreement if Customer: (i) fails to make timely payment of all amounts due Supplier; or (ii) fails to post a security deposit under the provisions of the Credit Support section within ten (10) days of a written request for deposit; or (iii) breaches any warranty or representation to Supplier; or (iv) defaults on any other material obligation under this Agreement that is not cured within thirty (30) days of receipt of written notice; or (v)(A) makes an assignment for the benefit of creditors, (B) files a petition or otherwise authorizes the commencement of a proceeding under the Bankruptcy Code or similar law for protection of creditors, or has such petition filed against it, (C) otherwise becomes bankrupt or insolvent, or (D) is unable to pay its debts as they fall due. In the event Service is terminated in accordance with this Section prior to expiration of the Initial Term, Customer shall pay Supplier the Liquidated Damages.

Assignment. Supplier may assign its rights and obligations under this Agreement to a third party. Customer may not assign its rights and obligations under this Agreement to a third party without the prior written consent of Supplier, which consent shall not be unreasonably withheld. Supplier may deny such assignment based on the creditworthiness of the assignee, as determined by Supplier in its reasonable discretion. Any attempted assignment in violation of this Agreement shall be null and void.

Confidentiality. Supplier will not release your account number(s), social security number, or any of your information without your express written consent except in accordance with Rules of Ohio Administrative Code. The Parties agree to keep all terms and provisions of this Agreement and the Service confidential and not to disclose its terms to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make any such disclosures to (i) a third party service provider who has a need to know such confidential information to provide services to the disclosing Party and is prohibited from disclosing to another party such Party's confidential information, (ii) governmental agencies, (iii) its own agents, attorneys, auditors, accountants and shareholders or members. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party, and (iv) comply with applicable Ohio open records laws. If disclosure is sought through process of a court, a state or federal regulatory agency or open records law, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party.

Customer Inquiries and Disputes. The Supplier's hours for customer service operations are 24 hours a day, every day. If you wish to speak with us concerning your bill or any issue you dispute, please call toll-free 1-855-667-3201. You can also write to NextEra Energy Services Ohio, LLC, 20455 State Highway 249, Suite 200, Houston, TX 77070 or email at

OHservices@nexteraenergyservices.com or fax toll-free to 1-800-627-8813. Please remember to include your account number. Visit us at our website at www.nexteraenergyservices.com. Supplier will investigate and attempt to resolve the matter within five (5) business days. If your complaint is not resolved after you have called NextEra Energy Services Ohio, LLC, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll-free at 1-800-686-7826 or for TDD/TTY toll-free at 1-800-686-1570, from 8:00 a.m. to 5:00 p.m. weekdays or visit www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

Governing Law and Venue. This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Ohio. The exclusive venue for any suit, claim, action or other proceedings, whether at law or in equity, relating to this Agreement, shall be in the state or federal courts of competent jurisdiction sitting in Cleveland, Ohio.

Misc. Entire Agreement. This Agreement embodies the entire Agreement and understanding between the Parties, and supersedes all prior agreements and understandings between the Parties, whether written or oral, with respect to the subject matter hereof.

Forward Contract. The Parties agree that this Agreement is a "forward contract" and that Supplier is a "forward contract merchant" for purposes of the United States Bankruptcy Code, as amended, and any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) thereof.

Authorization. You authorize the Utility to release to the Supplier all information relating to your historical and current gas usage, account number, address, phone number, historical usage information, billing and payment history. Supplier will not release your account number(s), social security number or any of your information without your express written consent except in accordance with Rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code.

Regulatory Changes. Upon thirty (30) days' advance written notice to you, the Supplier may amend this Agreement due to any material regulatory, tariff, or procedural change that adversely affects its ability to serve you under this Agreement.

**NextEra Energy Services Ohio, LLC
CRNG Certificate Number 11-200G**

PROPOSED LEGISLATION



DATE: 4/13/2026

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 20-2026-** An emergency ordinance adopting the recommendation of the Brunswick Community Reinvestment Area Housing Council to continue all active agreements in 2026 (with conditional approval of the North Park Plaza Agreement) and accepting the 2025 CRA Status Report. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Grant Aungst*)

BACKGROUND:

PURPOSE AND EXPLANATION: The Brunswick Community Reinvestment Area Housing Council met on March 3, 2026, as required by the Ohio Revised Code, for the purpose of evaluating facility maintenance of abated properties and to make a recommendation to Brunswick City Council whether to continue all active agreements in 2026 in the Brunswick Community Reinvestment Area and accepting the 2025 CRA Status Report, attached hereto as Exhibit "A." Minutes of the Brunswick Community Reinvestment Area Housing Council of March 3, 2026 are attached as Exhibit "B."

IMPLEMENTATION SCHEDULE: April 13, 2026.

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?

This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, welfare and safety, and for the additional reason that adopting the recommendation of the Brunswick Community Reinvestment Area Housing Council must be submitted to the State of Ohio, Development Services Agency as soon as possible.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO

ORDINANCE NO. 20-2026

BY: Committee-of-the-Whole

AN EMERGENCY ORDINANCE ADOPTING THE RECOMMENDATION OF THE BRUNSWICK COMMUNITY REINVESTMENT AREA HOUSING COUNCIL TO CONTINUE ALL ACTIVE AGREEMENTS IN 2026 (WITH CONDITIONAL APPROVAL OF THE NORTH PARK PLAZA AGREEMENT) AND ACCEPTING THE 2025 CRA STATUS REPORT.

WHEREAS: The Brunswick Community Reinvestment Area Housing Council met on March 3, 2026, as required by the Ohio Revised Code, for the purpose of evaluating facility maintenance of abated properties and to make a recommendation to Brunswick City Council whether to continue all active agreements in 2026 in the Brunswick Community Reinvestment Area and accepting the 2025 CRA Status Report, attached hereto as Exhibit "A." Minutes of the Brunswick Community Reinvestment Area Housing Council of March 3, 2026 are attached as Exhibit "B."

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

SECTION 1: That this Council does hereby accept the recommendation of the Brunswick Community Reinvestment Area Housing Council to continue all active agreements in 2026 in the Brunswick Community Reinvestment Area (with conditional approval of the North Park Plaza agreement, which continuation is subject to completion of all required repairs by May 31, 2026) and accepting the 2025 CRA Status Report, attached hereto as Exhibit "A." Minutes of the Brunswick Community Reinvestment Area Housing Council of March 3, 2026 are attached as Exhibit "B."

SECTION 2: This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, welfare and safety, and for the additional reason that adopting the recommendation of the Brunswick Community Reinvestment Area Housing Council must be submitted to the State of Ohio, Development Services Agency as soon as possible. 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, MMC

**2025
CRA STATUS REPORT - PRE 1994
BRUNSWICK, OHIO**



**OHIO COMMUNITY REINVESTMENT AREA (CRA) PROGRAM
2025 CRA STATUS REPORT FOR CRA'S CREATED BEFORE JULY 1, 1994***

**Attach a separate status report for each CRA within this jurisdiction.

1. Name of Jurisdiction: Brunswick, OH 2. Name/Identification of CRA: Brunswick Community Reinvestment Area 3. Dated Created: 11-Mar-87 4. Expiration Date (if any): 5. Secret Question (choose 1 from dropdown menu): What is your favorite sports team? 6. Answer to Secret Question:	7. Housing Officer Name: Bethany Dentler 8. Housing Officer Title: MCEDC Executive Director 9. Housing Officer Address: 144 N. Broadway Street, Medina, OH 44256 10. Housing Officer Phone: 330-722-9215 11. Housing Officer Fax: 330-764-8449 12. Housing Officer Email: bdentler@medinacounty.org
--	--

13. List ALL activities and projects for which an exemption has been granted in the CRA area and current status*:

*Attach additional pages if necessary to fully describe project status.

Name/Property Identification	Date Project Certified	Tax Years Abated	Type of Project: R=Residential C=Commercial I=Industrial	Percent of Exemption	Term of Exemption	Total Project Investment	Total Real Property Investment Subject to Exemption	# of Jobs Created	Other Exemption Involved	Date of Most Recent Housing Council Review	Current Status
Brunswick Auto World	09/11/87		C	70%	15	***	\$861,314	35	N/A	3/17/2004	Expired 2003
Business Center II	12/08/87		I	70%	15	***	\$872,200	125	N/A	3/17/2004	Expired 2003
International Machining	12/08/87		I	70%	15	***	\$234,800	20	N/A	3/17/2004	Expired 2003
Symatic, Inc.	04/04/88		I	70%	15	***	\$830,914	25	N/A	3/10/2005	Expired 2004
Nationwide I	12/20/88		I	70%	15	***	\$635,114	100	N/A	3/10/2005	Expired 2004
Marksman Autobody	01/18/89		C	55%	10	***	\$34,914	2	N/A	3/15/2001	Expired 2000
Sharp Tool Service	01/18/89		I	70%	15	***	\$381,057	15	N/A	3/2/2006	Expired 2005
Burrows Company	01/18/89		I	70%	15	***	\$290,314	12	N/A	3/2/2006	Expired 2005
Brunswick Auto Mart II	10/31/89		C	55%	10	***	\$159,600	5	N/A	3/2/2006	Expired 2000
P & W Properties	01/29/90		I	70%	15	***	\$121,343	50	N/A	3/2/2006	Expired 2005
Gales Garden Center	11/01/90		C	70%	15	***	\$880,943	25	N/A	3/2/2006	Expired 2005
CCC Coffee	11/01/90		I	70%	15	***	\$146,543	20	N/A	3/2/2006	Expired 2005
Automation Tool & Die	11/01/90		I	70%	15	***	\$216,657	5	N/A	3/2/2006	Expired 2005
Tiremix, Inc.	11/01/90		I	70%	15	***	\$353,771	3	N/A	3/2/2006	Expired 2005
(above sold to All Const. Svcs., 6/95 & to ERS, 5/03)			I	Continuing	Continuing	***	No Change	+13	N/A		
Brunswick Center IV	11/01/90		I	70%	15	***	\$921,800	125	N/A	3/2/2006	Expired 2005
RocCorp, Inc.	11/05/90		I	70%	15	***	\$267,428	8	N/A	3/1/2007	Expired 2006
CMP Manufacturing	11/05/90		I	70%	15	***	\$217,028	15	N/A	3/1/2007	Expired 2006

BRUNSWICK 2025

2025
CRA STATUS REPORT - PRE 1994
BRUNSWICK, OHIO

Name/Property Identification	Date Project Certified	Tax Years Abated	Type of Project: R=Residential C=Commercial I=Industrial	Percent of Exemption	Term of Exemption	Total Project Investment	Total Real Property Investment Subject to Exemption	# of Jobs Created	Other Exemption Involved	Date of Most Recent Housing Council Review	Current Status
Michael Reindel	11/29/90		R	100%	5	***	\$5,542	0	N/A	3/1/1996	Expired 1995
Cleveland Trailer Sales	02/05/91		C	70%	15	***	\$82,829	2	N/A	3/1/2007	Expired 2006
Pacific Tool & Die	02/05/91		I	70%	15	***	\$389,485	10	N/A	3/2/2006	Expired 2005
Sharp Tool Service	02/04/91		I	55%	10	***	\$93,028	3	N/A	3/12/2003	Expired 2002
GEM Instruments	02/05/91		I	70%	15	***	\$325,771	8	N/A	3/2/2006	Expired 2005
Universal Seal Products	02/05/91		I	70%	15	***	\$233,171	10	N/A	3/2/2006	Expired 2005
Schembri Building	02/05/91		I	70%	15	***	\$425,457	30	N/A	3/2/2006	Expired 2005
Stoy Machine	02/06/91		I	70%	15	***	\$359,542,15	15	N/A	3/1/2007	Expired 2006
Larson Surfa-Shield	02/12/91		I	70%	15	***	\$249,314	20	N/A	3/2/2006	Expired 2005
RonLen Industries	04/16/91		I	55%	10	***	\$257,029	7	N/A	3/12/2003	Expired 2002
Tru-Green	04/16/91		I	70%	15	***	\$358,114	20	N/A	3/1/2007	Expired 2006
BOCO Enterprises	12/19/91		I	70%	15	***	\$278,600	12	N/A	3/4/2008	Expired 2007
Philpott Rubber	12/19/91		I	70%	15	***	\$789,685	25	N/A	3/4/2008	Expired 2007
Modern Machine	06/05/92		I	55%	10	***	\$11,543	2	N/A	3/17/2004	Expired 2003
Business Center III	01/28/92		I	70%	15	***	\$921,800	50	N/A	3/2/2006	Expired 2005
Columbia Chemical	02/18/93		I	70%	15	***	\$414,000	20	N/A	3/1/2007	Expired 2006
Cleveland Trailer Sales	02/26/93		I	70%	15	***	\$26,429	0	N/A	3/1/2007	Expired 2006
Die-Mension Corporation	10/15/93		I	70%	15	***	\$402,029	12	N/A	3/16/2009	Expired 2008
PEDCON, Inc.	01/10/94		I	70%	15	***	\$460,314	13	N/A	3/16/2009	Expired 2008
Schembri Building	06/21/94		I	55%	10	***	\$279,029	5	N/A	3/2/2006	Expired 2005
LESCO, Inc.	07/13/94		I	70%	15	\$375,000	\$170,257	6	N/A	3/15/2010	Expired 2009
Designer Showcase	09/13/94		I	70%	15	\$625,306	\$480,200	16	N/A	3/15/2010	Expired 2009
G.R.A. Associates	10/20/94		I	70%	15	\$4,905,000	\$1,648,914	103	E/Z	3/15/2010	Expired 2009
Ditch Witch of Ohio	12/01/94		I	70%	15	\$615,880	\$222,000	8	N/A	3/15/2010	Expired 2009
Columbia Chemical	04/03/95		I	55%	10	\$227,837	\$212,714	4	N/A	3/17/2004	Expired 2005
McVeigh Material Handling Equip.	04/27/95		I	70%	15	\$825,000	\$302,629	10	N/A	3/15/2010	Expired 2009
CCC Coffee	07/06/95		I	70%	15	\$70,000	\$4,600	0	N/A	3/10/2011	Expired 2010
Rainbow Cultured Marble	09/05/95		I	70%	15	\$330,000	\$203,771	5	N/A	3/10/2011	Expired 2010
Bohler-Uddeholm Corp.	03/29/96		I	70%	15	\$9,120,041	\$1,243,171	16	N/A	3/10/2011	Expired 2010
M-Line	09/17/96		I	70%	15	\$489,600	\$284,714	5	N/A	3/10/2011	Expired 2010
Marksman Autobody	11/15/96		C	55%	10	\$471,000	\$113,229	3	N/A	3/1/2007	Expired 2006
Lancaster Bingo Comp., Inc.	11/15/96		I	70%	15	\$1,206,500	\$505,743	6	N/A	3/14/2012	Expired 2011
Tru-Cut Saw, Inc.	11/15/96		I	70%	15	\$1,160,699	\$418,514	3	N/A	3/14/2012	Expired 2011

BRUNSWICK 2025

2025
CRA STATUS REPORT - PRE 1994
BRUNSWICK, OHIO

Name/Property Identification	Date Project Certified	Tax Years Abated	Type of Project: R=Residential C=Commercial I=Industrial	Percent of Exemption	Term of Exemption	Total Project Investment	Total Real Property Investment Subject to Exemption	# of Jobs Created	Other Exemption Involved	Date of Most Recent Housing Council Review	Current Status
Scherba Industries, Inc.	12/27/96		I	70%	15	\$1,680,000	\$1,364,600	5	N/A	3/14/2012	Expired 2011
Positool Technologies, Inc.	03/26/97		I	70	15	\$811,555	\$192,857	10	N/A	3/19/2013	Expired 2012
Automation Tool & Die	11/11/97		I	55	10	\$633,500	\$102,485	2	N/A	3/4/2008	Expired 2008
W & G Properties, L.T.D.	11/12/97		I	70	15	\$700,000	\$441,257	12	N/A	3/19/2013	Expired 2012
Norm King Construction	12/04/97		I	70	15	\$280,000	\$64,857	2	N/A	3/19/2013	Expired 2012
PoMaCon	02/18/98		I	70	15	\$940,000	\$765,000	12	N/A	3/12/2014	Expired 2013
JVC Enterprises	06/30/98		I	70	15	\$505,000	\$475,000	5	N/A	3/12/2014	Expired 2013
RocCorp	06/30/98		I	70	15	\$330,000	\$250,000	3	N/A	3/12/2014	Expired 2013
NORCO Computer Systems	12/04/98		I	70	15	\$2,910,000	\$2,000,000	25	N/A	3/12/2014	Expired 2013
Stoy Machine	11/24/98		I	70	15	\$415,700	\$248,000	3	N/A	3/12/2014	Expired 2013
Bus. Ctr. III/IV, Stanley Steamer **	02/09/99		I	70	15	\$65,553	\$65,553	5	N/A	3/18/2015	Expired 2014
Bus. Ctr. III/IV, Planergy	02/09/99		I	70	15	\$55,200	\$55,200	5	N/A	3/18/2015	Expired 2014
Bus. Ctr. III/IV, Great Lakes Power **	02/09/99		I	70	15	\$89,850	\$89,850	10	N/A	3/18/2015	Expired 2014
Bus. Ctr. III/IV, Groenvelde Transp. **	02/09/99		I	70	15	\$93,700	\$93,700	8	N/A	3/18/2015	Expired 2014
Bus. Ctr. III/IV, Reynolds Mach. **	02/09/99		I	70	15	\$85,130	\$85,130	12	N/A	3/18/2015	Expired 2014
Bus. Ctr. III/IV, BASF	02/09/99		I	70	15	\$133,510	\$133,510	8	N/A	3/18/2015	Expired 2014
Bus. Ctr. III/IV, Balzer's Tool Coat. **	05/03/99		I	55	10	\$203,375	\$203,375	8	N/A	3/16/2009	Expired 2008
Bus. Ctr. III/IV, Modern Machine **	05/03/99		I	55	10	\$56,314	\$56,314	5	N/A	3/16/2009	Expired 2008
Formatech, Inc.	09/23/99		I	70	15	\$857,313	\$857,313	5	N/A	3/18/2015	Expired 2014
Bus. Ctr. I/II, Great Lakes Mailing **	09/23/99		I	55	10	\$118,570	\$526,250	12	N/A	3/15/2010	Expired 2009
Johnson Products	10/04/99		I	70	15	\$440,000	\$390,000	6	N/A	3/18/2015	Expired 2014
International Certification Services **	11/24/99		I	70	15	\$295,000	\$295,000	7	N/A	3/18/2015	Expired 2014
Rockstedt Tool & Die, Inc.	12/14/99		I	70	15	\$2,975,000	\$1,925,000	30	N/A	3/18/2015	Expired 2014
ABC, Inc.	12/20/99		I	70	15	\$705,000	\$475,000	8	N/A	3/18/2015	Expired 2014
Designer Showcases, Inc.	12/20/99		I	70	15	\$920,908	\$370,900	5	N/A	3/18/2015	Expired 2014
Columbia Chemical	12/23/99		I	70	15	\$157,800	\$157,800	2	N/A	3/18/2015	Expired 2014
Quad Fluid Dynamics	09/26/00		I	70	15	\$1,240,026	\$861,329	8	N/A	3/18/2015	Expired 2015
Fremar Industries	09/26/00		I	70	15	\$3,071,559	\$1,047,000	21	N/A	3/18/2015	Expired 2015
Bohler Uddeholm Corp.	12/08/00		I	70	15	\$2,090,743	\$371,549	4	N/A	3/18/2015	Expired 2015
Columbia Chemical Corp.	12/08/00		I	70	15	\$161,587	\$161,587	2	N/A	3/18/2015	Expired 2015
Litehouse Products	12/08/00		I	70	15	\$8,485,000	\$4,010,000	85	N/A	3/18/2015	Expired 2015
Macho Tool & Supply	12/08/00		I	70	15	\$437,000	\$382,000	4	N/A	3/18/2015	Expired 2015
Gem Instruments Multi-Tenant	12/19/00		I	70	15	\$1,265,000	\$525,000	30	N/A	3/18/2015	Expired 2015

BRUNSWICK 2025

2025
CRA STATUS REPORT - PRE 1994
BRUNSWICK, OHIO

Name/Property Identification	Date Project Certified	Tax Years Abated	Type of Project: R=Residential C=Commercial I=Industrial	Percent of Exemption	Term of Exemption	Total Project Investment	Total Real Property Investment Subject to Exemption	# of Jobs Created	Other Exemption Involved	Date of Most Recent Housing Council Review	Current Status
Technical Tool & Gage	05/18/01		I	70	15	\$1,688,998	\$1,110,085	13	N/A	2/15/2017	Expired 2016
General Parts, Inc (CarQuest)	05/18/01		I	70	15	\$10,325,740	\$4,356,740	52	N/A	2/15/2017	Expired 2016
ICS Labs	05/18/01		I	70	15	\$110,000	\$110,000	3	N/A	2/15/2017	Expired 2016
DMS Properties	11/15/01		I	70	15	\$2,100,000	\$1,700,000	40	N/A	2/15/2017	Expired 2016
Integrated Marketing Technologies	11/15/01		I	70	15	\$2,850,000	\$2,500,000	48	N/A	2/15/2017	Expired 2016
Gladish Multi-Tenant Phase I & II**	12/20/01		I	70	15	\$950,000	\$950,000	15	N/A	2/15/2017	Expired 2016
Prism Powder Coatings, Ltd.	12/20/01		I	70	15	\$3,403,000	\$2,623,000	25	N/A	2/15/2017	Expired 2016
Swiss Machine Tool Technology	12/20/01		I	70	15	\$610,000	\$600,000	2	N/A	2/15/2017	Expired 2016
Tanner Properties Multi-Tenant**	01/16/02		I	70	15	\$1,535,000	\$1,535,000	0	N/A	2/15/2017	Expired 2017
FormaTech, Inc. Expansion	02/01/02		I	70	15	\$468,500	\$450,000	3	N/A	2/15/2017	Expired 2017
W&G Properties Multi-Tenant**	03/27/02		I	70	15	\$350,000	\$300,000	6	N/A	2/15/2017	Expired 2017
Designer Showcases Expansion #2	05/28/02		I	70	15	\$2,370,900	\$1,770,900	20	N/A	2/15/2017	Expired 2017
A. G. Industries, Ltd.	03/12/03		I	70	15	\$895,000	\$570,000	10	N/A	2/28/2018	Expired 2018
All Construction Services	08/11/03		I	70	15	\$2,450,000	\$2,000,000	10	N/A	2/28/2018	Expired 2018
Champion Contracting	03/05/04		I	70	15	\$2,120,000	\$1,100,000	5	N/A	2/13/2020	Expired 2019
Wolverton Pet Food Company	05/27/04		I	70	15	\$2,861,329	\$1,735,050	17	N/A	2/13/2020	Expired 2019
Columbia Chemicals Bldg 2	06/22/04		I	70	15	\$593,000	\$558,000	3	N/A	2/13/2020	Expired 2019
M-Line Expansion	07/30/04		I	70	15	\$595,000	\$385,000	1	N/A	2/13/2020	Expired 2019
IMT Triplewood Expansion	08/04/04		I	70	15	\$551,250	\$530,000	10	N/A	2/13/2020	Expired 2019
M.A.S. Industrial Multi-Tenant**	08/16/04		I	70	15	\$696,337	\$696,337	28	N/A	2/13/2020	Expired 2019
Total Performance Services, Inc.	12/14/04		I	70	15	\$2,000,000	\$1,000,000	7	N/A	2/13/2020	Expired 2019
Destiny Manufacturing Expansion	12/29/04		I	70	15	\$4,500,000	\$2,000,000	25	EZ	2/13/2020	Expired 2019
Scherba Industries	02/01/05		I	70	15	\$659,713	\$481,553	8	N/A	2/24/2021	Expired 2020
Galley Printing	04/06/05		I	70	15	\$4,970,805	\$2,045,805	35	N/A	2/24/2021	Expired 2020
IPN Pride A&B	6/00/05		I	70	15	\$3,000,000	\$3,000,000	32	N/A	2/24/2021	Expired 2020
Tanner Properties	8/00/05		I	55	10	\$2,460,022	\$195,000	24	N/A	2/13/2020	Expired 2015
Triplewood Properties	10/24/05		I	70	15	\$1,957,110	\$1,327,110	16	N/A	2/24/2021	Expired 2020
Mack Industries, Inc.	10/24/06		I	70	15	\$2,750,000	\$2,500,000	18	N/A	2/24/2021	Expired 2021
Yost Foods	12/20/06	2008-2022	I	10	12	\$1,116,000	\$896,000	1.5	N/A	2/24/2021	Expired 2022
Designer Showcases/GB-OS	06/19/07	2008-2022	I	10	15 (tiered)	\$7,098,994	\$5,811,852	6	N/A	3/2/2022	Expired 2022
Pantek Properties, LLC	03/20/08	2008-2022	I	10	15 (tiered)	\$11,874,000	\$4,100,000	45	N/A	3/2/2022	Expired 2022
Crestmont Hyundai	04/23/08	2008-2022	I	10	15 (tiered)	\$4,100,000	\$2,700,000	40	N/A	3/2/2022	Expired 2022
Columbia Chemical	02/18/09	2008-2022	I	10	15 (tiered)	\$4,357,388	\$3,500,290	10	N/A	3/2/2022	Expired 2022

BRUNSWICK 2025

2025
CRA STATUS REPORT - PRE 1994
BRUNSWICK, OHIO

Name/Property Identification	Date Project Certified	Tax Years Abated	Type of Project: R=Residential C=Commercial I=Industrial	Percent of Exemption	Term of Exemption	Total Project Investment	Total Real Property Investment Subject to Exemption	# of Jobs Created	Other Exemption Involved	Date of Most Recent Housing Council Review	Current Status
Digestive Disease Consultants	08/17/09	2010-2024	I	30	15 (tiered)	\$6,560,000	\$6,200,000	20	N/A	3/5/2025	Expired 2024
Springer Holdings LLC	03/16/10	2010-2024	I	100	15	\$1,011,896	\$749,896	1	N/A	3/5/2025	Expired 2024
*Ultimate Developing LLC	09/08/10	2011-2025	I	100	15	\$541,100	\$250,000	25+	N/A	3/3/2026	Expired 2025
Pantek Properties, LLC (Brunswick Mazda)	01/04/11	2011-2022	I	100	12	\$1,500,000	\$600,000	15	N/A	3/6/2024	Expired 2022
Oaks Family Care Center	8/9/2011	2012-2023	I	100	12	\$220,000	\$220,000		N/A	3/6/2024	Expired 2023
Controlled Access	01/26/12	2012-2026	I	100	15	\$572,000	\$572,000	14	N/A	3/3/2026	Continue
Giant Eagle	6/29/2012	2012-2023	C	100	12	\$13,200,000	\$13,200,000	35	N/A	3/6/2024	Expired 2023
LCG Enterprises	07/01/13	2014-2028	C	100	15	\$1,175,000	\$125,000		N/A	3/3/2026	Continue
922 Pearl LLC	07/26/13	2014-2028	C	100	15	\$493,000	\$320,000	4	N/A	3/3/2026	Continue
AFE, LLC (Outpatient Dialysis)	09/17/13	2014-2025	C	100	12	\$2,066,000	\$1,450,000	15	N/A	3/3/2026	Expired 2025
Linda & Leonard Lutch (Ronlen Industries)	01/07/14	2014-2025	I	100	12	\$925,000	\$675,000	3	N/A	3/3/2026	Expired 2025
Phillip Klonowski (Klassic Custom Decks)	02/26/14	2014-2025	C	100	12	\$673,340	\$500,000	2	N/A	3/3/2026	Expired 2025
Pantek Properties, LLC (Brunswick Auto)	08/21/14	2014-2028	C	100	15	\$8,085,500	\$5,754,000	65	N/A	3/3/2026	Continue
SIMA Rostami (Alireza Karbassi, Inc.)	10/17/14	2014-2025	C	100	12 (tiered)	\$407,356	\$378,502	0	N/A	3/3/2026	Expired 2025
JSB Properties (Technical Tool & Gage)	02/02/16	2015-2026	C	100	12	\$986,309	\$526,309	3	N/A	3/3/2026	Continue
Pantek Properties, LLC (Brunswick Auto)	06/22/16	2017-2031	C	100	15 (tiered)	\$8,251,567	\$6,100,000	15	N/A	3/3/2026	Continue
LaFamiglia Properties, LLC	10/04/16	2017-2031	C	100	15	\$1,825,000	\$110,000	40	N/A	3/3/2026	Continue
Giant Eagle dba GetGo	11/16/16	2017-2031	C	100	12	\$3,548,684	\$1,400,000	15 FT/25 PT	N/A	3/3/2026	Continue
Brunswick Oasis - North Park Plaza	12/14/17	2018-2032	C	100	15	\$5,080,000	\$4,300,000	47 FT/44 PT	N/A	3/3/2026	Continue
EM Capital Holdings - Engelke Construction	01/18/18	2018-2029	C	100	15	\$1,640,000	\$650,000	53	N/A	3/3/2026	Continue
Industrial Parkway Partners/All Construction Svc	01/29/18	2017-2031	C	100	15	\$2,510,000	\$2,100,000	30	N/A	3/3/2026	Continue
Brunswick Senior Living	02/21/18	2018-2032	C	100	15	\$12,811,492	\$12,211,492	65	N/A	3/3/2026	Continue
Center Road Laser Wash	05/09/18	2018-2032	C	100	15	\$1,550,000	\$1,200,000	3	N/A	3/3/2026	Continue
West Branch Malt	08/21/18	2018-2032	C	100	15	\$12,160,000	\$2,130,000	0	N/A	3/3/2026	Continue
Beaumont & Associates - Tru-Cut Saw	08/27/18	2019-2033	C	100	15	\$846,538	\$413,699	3	N/A	3/3/2026	Continue
Pinecraft Land Holdings - Comfort Suites	09/11/18	2019-2033	C	100	15	\$12,200,000	\$9,000,000	25	N/A	3/3/2026	Continue
MJSL LLC - Ronlen Industries	03/01/19	2019-2030	C/I	100	12	\$166,269	\$166,269	0	N/A	3/3/2026	Continue
Murfin, Inc. - Murphy Tractor	08/26/19	2019-2033	C/I	100	15	\$6,000,000	\$6,000,000	2	N/A	3/3/2026	Continue
PKJW LLC - Brunswick Gymnastics & Fitness	09/20/19	2020-2034	C/I	100	15	\$2,287,633	\$2,287,633	4-8	N/A	3/3/2026	Continue
Taco Bell	10/01/19	2020-2034	C/I	100	15	\$1,525,000	\$1,300,000	40	N/A	3/3/2026	Continue
Darell A. Fisher Family, LLC (Sherman's Corner's)	02/03/20	2019-2033	C/I	100	15	\$1,823,000	\$1,553,000	25	N/A	3/3/2026	Continue

BRUNSWICK 2025

**2025
CRA STATUS REPORT - PRE 1994
BRUNSWICK, OHIO**

Name/Property Identification	Date Project Certified	Tax Years Abated	Type of Project: R=Residential C=Commercial I=Industrial	Percent of Exemption	Term of Exemption	Total Project Investment	Total Real Property Investment Subject to Exemption	# of Jobs Created	Other Exemption Involved	Date of Most Recent Housing Council Review	Current Status
976 Pearl LLC - Ambrose Crossing	09/17/20	2021-2035	C/I	100	15	\$4,315,000	\$400,000	1 FT / 8 PT	N/A	3/3/2026	Continue
The Blue Apple	08/03/20	2020-2034	C/I	100	15	\$1,002,191	\$1,002,191	0	N/A	3/3/2026	Continue
1256 Properties LLC	11/09/20	2021-2035	C/I	100	15	\$915,000	\$915,000	0	N/A	3/3/2026	Continue
Sentronic International (Controlled Access) 2020	01/21/21	2020-2034	C/I	100	15	\$1,757,653	\$1,324,172	5	N/A	3/3/2026	Continue
GHC Enterprises	08/11/21	2021-2032	C/I	100	12	\$250,000	\$250,000	0	N/A	3/3/2026	Continue
Lowbrow Properties LLC	07/26/22	2022-2036	C/I	100	15	\$1,330,000	\$1,330,000	0	N/A	3/3/2026	Continue
LCG Enterprises, LLC	06/30/22	2023-2037	C/I	100	15	\$2,524,000	\$2,564,000	5	N/A	3/3/2026	Continue
Ind Pkwy Partners/All Construction Svc	05/29/24	2024-2038	C/I	100	15	\$5,350,000	\$4,600,000	20	N/A	3/3/2026	Continue
Sentronic International Inc/Controlled Access	05/01/24	2024-2038	C/I	100	15	\$891,518	\$741,518	12	N/A	3/3/2026	Continue
Brauschweig Land Holding LLC (Cool Beans)	04/22/25	2025-2040	C	100	15	\$1,837,000	\$1,427,648	19	N/A	3/3/2026	Continue
Big Red Property Management IV< LLC (Culvers)	06/19/25	2025-2040	C	100	15	\$5,100,000	\$3,800,000	35	N/A	3/3/2026	Continue
Habitat for Humanity of Medina County	12/16/24	2025-2040	R	100	15	\$225,000	\$200,000	1	N/A	3/3/2026	Continue
Market 42 LLC	08/13/25	2025-2040	C	100	15	\$7,021,868	\$6,865,138	50	N/A	3/3/2026	Continue
James Evanoff	09/15/25	2025-2035	R	100	10	\$80,000	\$80,000	0	N/A	3/3/2026	Continue

Bethany Dentler

Acting Housing Officer

3/3/2026

Bethany Dentler

Title

Date



Brunswick CRA Housing Council
Minutes of Annual Meeting
2:00 p.m., March 3, 2026
Brunswick City Hall

HC: Thomas Altman, Grant Aungst, Kevin Ball, Greg Coates, Drew Flood, Kristen Johnson (Auditor), Jason Ivory, Richard Kassouf, Jim Lanahan (new CBO), and John Pietrangeli

Staff: Bethany Dentler (Acting Housing Officer), Jake Altman, and Annie Fink, Medina County Economic Development Corporation (MCEDC)

Guests: Jennie Lods and Pam Plavescki

Welcome and Introductions: Ms. Dentler called the meeting to order at 2:00 p.m. Ms. Dentler introduced herself to the Housing Council and thanked everyone for their time and participation. Introductions were made by members of the Housing Council and guests.

Purpose of Housing Council: Ms. Dentler explained that the purpose of the Housing Council is to annually evaluate the “facility maintenance” of the abated properties and to make recommendations to Brunswick City Council to “continue, suspend, modify or terminate” the abatements on all active Community Reinvestment Area (CRA) projects.

Ms. Dentler continued to explain background information on local housing. She stated the benefits to the city and economic development aids to attract new businesses to the area. She stated that the Pre-94 CRA program does not require an agreement or negotiation ahead of time, nor does it require new workers in the facility, although this data is requested on the tax abatement application.

Approval of 2025 Minutes: Ms. Dentler stated that the March 5, 2025 Housing Council minutes were distributed previously for review. Mr. Ivory made a motion to accept the minutes. Mr. Altma5 seconded the motion. All were in favor. Motion approved.

Annual Inspections/Recommendations: Mr. Coates, City of Brunswick Property Maintenance and Zoning Inspections, presented the 2025 inspection report. Mr. Coates reported that he toured a total of 33 properties listed on the 2025 CRA spreadsheet. All parcels were inspected, all were in compliance with city codes, with one exception. He stated that at North Park Plaza, the south facing wall of Dental Works is crumbling at ground level. In addition, the west facing wall of Starbucks is also crumbling and had metal protruding from the ground at building’s frontage from a broken fence. Mr. Coates has already issued a violation letter to the owner of the building. He gave them until March 19, 2026 to complete the necessary repairs and comply with city codes.

Ms. Dentler summarized the 2025 activity. She noted that some of the original property owners may no longer be there, but the CRA tax abatement attaches to the building, and is not dependent on tenant occupancy.

There were five expirations in 2025:

- Ultimate Developing, LLC 25 jobs
- AFE, LLC (Outpatient Dialysis) 15 jobs
- Linda and Leonard Latch (Ronlen Industries) 3 jobs
- Phillip Klonowski (Klassic Custom Decks) 2 jobs
- SIMA Rostami (Alireza Karbassi, Inc.) 0 jobs

A total of 45 new jobs were to be created by these five companies as reported at the time of application, which invested \$4,612,796 million in new capital investment.

There were also five new additions during calendar year 2025:

- Braushweig Land Holding LLC (Cool Beans) 19 jobs
- Big Red Property Management LLC (Culvers) 35 jobs
- Habitat for Humanity for Medina County (residential) 1 job
- Market 42 LLC 50 jobs
- James Evanoff (residential) 0 jobs

A total of 105 new jobs will be created by these five projects, with \$14,263,686 million in new capital investment.

Ms. Dentler reported that since its inception, the Brunswick CRA program has qualified 162 projects, representing a total investment in the community of \$300.7 million and creating 2,688 new full-time positions. To date, 127 of the projects have successfully been expired and 35 remain active.

Discussion took place regarding a subsequent repair date of May 31, 2026 to allocate for repairs to the North Park Plaza, taking into consideration of the unpredictable weather conditions. Mr. Coates will communicate the revised completion date as decided upon by the Housing Council.

Ms. Dentler asked for a motion to accept the 2025 status report. Mr. Ivory motioned to accept the 2025 status report as presented by Mr. Coates and to make a recommendation to Brunswick City Council to continue all active agreements in 2026, excluding the North Park Plaza which has conditional approval, subject to the May 31, 2026 repairs. Mr. Kassouf seconded; all were in favor.

Old Business: None.

New Business:

Ms. Dentler mentioned that the 2026 Housing Council roster terms are up to date through December 31, 2026. She asked Mr. Aungst for his outlook on 2026 activity. Mr. Aungst shared that there are plenty of housing developments and industrial building

occurring in Brunswick. He stated that Columbia Chemical also has a planned expansion this year.

Adjourn: Ms. Dentler asked if there were any other questions or concerns. Mr. Kassouf asked about the Discount Drug Mart on West 130th Street qualifying for a tax abatement. Mr. Aungst stated that they do qualify. Hearing no other questions or comments, Mr. Altman motioned to adjourn the meeting. Mr. Ball seconded the motion. All were in favor. Ms. Dentler adjourned the meeting at 2:28 p.m.

Submitted by,

A handwritten signature in blue ink that reads "Bethany Dentler". The signature is written in a cursive, flowing style.

Bethany J. Dentler, Executive Director MCEDC
Brunswick CRA Housing Manager

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 4/13/2026

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. 24-2026** - An emergency ordinance amending Chapter 624 of the City of Brunswick Codified Ordinances. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Dennis Nevar*)

BACKGROUND: The Law Director and Prosecutor have reviewed SB 56 which updated ORC Chapter 3796 regarding Ohio's marijuana law, and determined that the Brunswick Codified Ordinance Chapter 624 must be amended accordingly in order to comply.

PURPOSE AND EXPLANATION: The purpose of this legislation is to amend Brunswick Codified Ordinance Chapter 624 to comply with Ohio law.

IMPLEMENTATION SCHEDULE: As soon as allowed by law

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?
To comply with Ohio law.

ADDITIONAL

INFORMATION:

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 24-2026

BY: Committee-of-the-Whole

AN EMERGENCY ORDINANCE AMENDING CHAPTER 624 OF THE CITY OF BRUNSWICK CODIFIED ORDINANCES.

WHEREAS: On or about September 8, 2016, the Ohio General Assembly adopted Ohio R.C. Chapter 3796, as amended on or about March 22, 2020, establishing a Medical Marijuana Control Program in the State of Ohio.

WHEREAS: On or about December 7, 2023, Ohio R.C. Chapter 3780 was enacted by Initiative Petition establishing an Adult Use Cannabis Control Program in the State of Ohio.

WHEREAS: On or about December 9, 2025, the Ohio General Assembly adopted SB 56 amending Ohio R.C. Chapter 3796 (Marijuana Control Program) and repealing Ohio R.C. Chapter 3780, effective March 20, 2026.

WHEREAS: Updates to City of Brunswick Codified Ordinance Chapter 624 are necessary to comply with applicable Ohio law.

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

SECTION 1: That Section 624.01(d)(1) of the Codified Ordinances is hereby amended to read as follows:

“(1) For any compound, mixture, preparation, or substance included in Schedule I, Schedule II (excepting marijuana as regulated by this Chapter and Ohio R.C. Chapter 3796, as same may be amended from time to time), or Schedule III, with the exception of any fentanyl-related compound, and hashish and except as provided in subsection ~~(e)~~(d)(2), (5) or (6) of this definition, whichever of the following in applicable:”

SECTION 2: That Section 624.01(hh) of the Codified Ordinances is hereby amended to read as follows:

“(hh) “Marihuana” or “Marijuana” has the same meaning as in Ohio R.C. 3719.01, except that it does not include hashish or hemp as that term is defined in Ohio R.C. Section 928.01, all as may be amended from time to time.”

SECTION 3: That Section 624.01(ggg) of the Codified Ordinances is hereby amended to read as follows:

“(ggg) “Adult-use consumer” means an individual that is at least twenty-one

years of age as provided in Ohio ~~Revised Code~~R.C. Chapter ~~3780~~3796, as same may be amended from time to time.”

SECTION 4: That Section 624.01(hhh) of the Codified Ordinances is hereby amended to read as follows:

“(hhh) “Medical marijuana registrant” means an individual (or caregiver) that has registered with the ~~Ohio State Board of Pharmacy~~Division of Cannabis Control under the ~~Medical~~-Marijuana Control Program as codified in Ohio ~~Revised Code~~R.C. Chapter 3796, as same may be amended from time to time.”

SECTION 5: That Section 624.01(iii) of the Codified Ordinances is hereby established to read as follows:

“(iii) “Medical marijuana” means marijuana that is cultivated, processed, dispensed, tested, possessed, or used for a medical purpose in accordance with Ohio R.C. Chapter 3796, as same may be amended from time to time. Medical marijuana does not include adult-use marijuana or homegrown marijuana.”

SECTION 6: That Section 624.01(jjj) of the Codified Ordinances is hereby established to read as follows:

“(jjj) “Adult-use marijuana” means marijuana that is cultivated, processed, dispensed, or tested for, or possessed or used by, an adult-use consumer, in accordance with Ohio R.C. Chapter 3796, as same may be amended from time to time. Adult-use marijuana does not include medical marijuana or homegrown marijuana.”

SECTION 7: That Section 624.01(kkk) of the Codified Ordinances is hereby established to read as follows:

“(kkk) “Homegrown marijuana” means marijuana cultivated, grown, processed or possessed by an adult-use consumer in accordance with Ohio R.C. Chapter 3796, as same may be amended from time to time. Homegrown marijuana does not include medical marijuana or adult-use marijuana.”

SECTION 8: That Section 624.01(lll) of the Codified Ordinances is hereby established to read as follows:

“(lll) “Patient” means an individual registered under Ohio R.C. Chapter 3796, as same may be amended from time to time, who obtains medical marijuana from a licensed dispensary.”

SECTION 9: That Section 624.01(mmm) of the Codified Ordinances is hereby established to read as follows:

“(mmm) “Caregiver” means an individual registered under Ohio R.C. Chapter 3796, as same may be amended from time to time, who obtains medical marijuana from a licensed dispensary on behalf of a registered patient under the caregiver’s care.”

SECTION 10: That Section 624.01(nnn) of the Codified Ordinances is hereby established to read as follows:

“(nnn) “Adult-use dispensary” or “dispensary” means a dispensary licensed under Ohio R.C. Chapter 3796, as same may be amended from time to time, or Ohio R.C. Chapter 3780, as same existed prior to March 20, 2026.”

SECTION 11: That Section 624.04(b)(3) of the Codified Ordinances is hereby amended to read as follows:

“(3) This section does not apply to an adult-use consumer, medical marijuana registrants or homegrown marijuana ~~home grow~~ operations of an adult-use consumer as authorized by Ohio ~~Revised Code~~R.C. Chapter ~~3796~~3780, as same may be amended from time to time.”

SECTION 12: That Section 624.06(b) of the Codified Ordinances is hereby amended to read as follows:

“(b) This section does not apply to any person listed in Ohio R.C. Section 2925.03(B)(1) to (3) or Ohio R.C. Section ~~3780.29~~3796.04 to the extent and under the circumstances described in those ~~divisions~~Sections, as same may be amended from time to time.”

SECTION 13: That Section 624.09(f) of the Codified Ordinances is hereby amended to read as follows:

“(f) Every label for a schedule II (excepting marijuana as regulated by this Chapter and Ohio R.C. Chapter 3796, as same may be amended from time to time), III or IV controlled substance shall contain the following warning: “Caution: federal law prohibits the transfer of this drug to any person other than the patient for whom it was prescribed.””

SECTION 14: That Section 624.12(d)(1) of the Codified Ordinances is hereby amended to read as follows:

“(1) This section does not apply to manufacturers, licensed health professional authorized to prescribe drugs, pharmacists, owner of pharmacies and other persons whose conduct is in accordance with Ohio R.C. Chapters 3719, ~~3780-~~3796, 4715, 4729, 4730, 4731, and 4741, as same may be amended from time to

time. This section shall not be construed to prohibit possession or use of a hypodermic as authorized by Section 624.10.”

SECTOIN 15: That Section 624.16 of the Codified Ordinances is hereby deleted in its entirety and replaced to read as follows:

“MARIJUANA CONTROL; LIMITATIONS ON CONDUCT BY INDIVIDUALS; PENALTIES.

- (a) Permitted Conduct (Adult-Use Consumers). Except as otherwise provided in Ohio R.C. Chapter 3796 and notwithstanding any conflicting provision of this code or the Ohio Revised Code, all as may be amended from time to time, adult-use consumers may do the following subject to subsection (d) of this section:
- (1) Use and possess adult-use marijuana and homegrown marijuana;
 - (2) Cultivate, grow and possess homegrown marijuana plants at the adult-use consumer’s primary residence if all of the following apply:
 - (A) Not more than six homegrown marijuana plants are cultivated or grown by each adult-use consumer;
 - (B) Not more than twelve homegrown marijuana plants are cultivated or grown at a single residence;
 - (C) Cultivation or growing of homegrown marijuana takes place only within a secured closet, room, greenhouse, or other enclosed area in or on the grounds of the residence that prevents access by individuals under twenty-one years of age, and which is not visible by normal unaided vision from a public space; and
 - (D) Cultivation or growing of homegrown marijuana does not take place at a residence that is any of the following: (i) a type A family child care home or type B family child care home, as those terms are defined in Ohio R.C. Section 5104.01, as same may be amended from time to time; (ii) a halfway house, community transitional housing facility, community residential center, or other similar facility licensed by the division of parole and community services under Ohio R.C. Section 2967.14, as same may be amended from time to time; (iii) a residential premises occupied pursuant to a rental agreement that prohibits the activities otherwise permitted by this section.
 - (3) Process homegrown marijuana by manual or mechanical means.
 - (4) Store homegrown marijuana and adult-use marijuana at the adult-use consumer’s primary residence.
 - (5) Use homegrown marijuana grown, cultivated, and processed at the adult-use consumer’s primary residence.
 - (6) Possess paraphernalia or accessories that may be used in the administration of adult-use marijuana or homegrown marijuana, as same may be specified in rules adopted by the Division of Cannabis Control and amended from time to time.

- (7) Transfer adult-use marijuana or homegrown marijuana to another adult-use consumer if all of the following apply:
 - (A) The transfer is without remuneration;
 - (B) The amount transferred to the same adult-use consumer in the same day does not exceed the limits provided in subsection (d) of this section; and
 - (C) The transfer occurs at privately owned real property that is used primarily for residential or agricultural purposes, including any dwellings, facilities, improvements and appurtenances on such real property.
- (b) Permitted Conduct (Patient). Except as otherwise provided in Ohio R.C. Chapter 3796 and notwithstanding any conflicting provision of this code or the Ohio Revised Code, all as may be amended from time to time, patients may do the following subject to subsection (d) of this section:
 - (1) Use and possess medical marijuana.
 - (2) Possess paraphernalia or accessories that may be used in the administration of medical marijuana as specified in the rules adopted by the Division of Cannabis Control, as same may be amended from time to time.
- (c) Permitted Conduct (Caregiver). Except as otherwise provided in Ohio R.C. Chapter 3796 and notwithstanding any conflicting provision of this code or the Ohio Revised Code, all as may be amended from time to time, caregivers may do the following subject to subsection (d) of this section:
 - (1) Possess medical marijuana on behalf of a registered patient under the caregiver's care.
 - (2) Assist a registered patient under the caregiver's care in the use or administration of medical marijuana.
 - (3) Possess paraphernalia or accessories that may be used in the administration of medical marijuana as specified in the rules adopted by the Division of Cannabis Control, as same may be amended from time to time.
- (d) Prohibited Conduct. Except as otherwise provided in Ohio R.C. Chapter 3796 and notwithstanding any conflicting provision of this code or the Ohio Revised Code, all as may be amended from time to time, the following conduct is prohibited:
 - (1) No person shall knowingly cultivate, grow, or possess homegrown marijuana in a manner that violates this section.
 - (2) No person shall knowingly consume adult-use marijuana or homegrown marijuana in a public place.
 - (3) No person operating a public place shall knowingly permit the consumption of adult-use marijuana or homegrown marijuana in that public place, as that term is defined in Ohio R.C. Section 3794.01, as same may be amended from time to time.
 - (4) No person shall operate a vehicle, streetcar, trackless trolley, watercraft, or aircraft while under the influence of marijuana.

- (5) No person shall consume medical marijuana by means of smoking or combustion.
- (6) No person shall knowingly consume adult-use marijuana or homegrown marijuana by smoking, combustion or vaporization or knowingly consume medical marijuana by vaporization in any place other than privately owned real property that is used primarily for residential or agricultural purposes, including any dwellings, facilities, improvements, and appurtenances on such real property.
- (7) No person shall knowingly smoke, combust, or vaporize marijuana in any of the following: (i) a type A family child care home or type B family child care home, as those terms are defined in Ohio R.C. Section 5104.01, as same may be amended from time to time; (ii) a halfway house, community transitional housing facility, community residential center, or other similar facility licensed by the division of parole and community services under Ohio R.C. Section 2967.14, as same may be amended from time to time; (iii) a residential premises occupied pursuant to a rental agreement that prohibits the smoking, combustion, or vaporization of marijuana; or (iv) a public place or place of employment, as those terms are defined in Ohio R.C. Section 3794.01, as same may be amended from time to time.
- (8) No person shall knowingly give, sell, or distribute adult-use marijuana or homegrown marijuana to a person under twenty-one years of age.
- (9) No person under the age of twenty-one shall knowingly purchase, use, or possess adult-use marijuana or homegrown marijuana.
- (10) No person shall knowingly transport marijuana other than adult-use marijuana, medical marijuana or homegrown marijuana in a motor vehicle.
- (11) No person shall knowingly transport medical marijuana or adult-use marijuana in a motor vehicle unless one of the following applies: (i) the medical marijuana or adult-use marijuana is in the original, unopened packaging in which it was dispensed or sold; or (ii) if previously opened, the medical marijuana or adult-use marijuana is stored in the trunk of the motor vehicle or, if the motor vehicle does not have a trunk, behind the last upright seat of the motor vehicle or in an area not normally occupied by the driver or passengers and not easily accessible by the driver.
- (12) No person shall knowingly transport homegrown marijuana in a motor vehicle unless the homegrown marijuana is stored in the trunk of the motor vehicle or, if the motor vehicle does not have a trunk, behind the last upright seat of the motor vehicle or in an area not normally occupied by the driver or passengers and not easily accessible by the driver.
- (13) No person shall knowingly transport marijuana paraphernalia in a motor vehicle unless one of the following applies: (i) the marijuana paraphernalia is in the original, unopened packaging in which it was dispensed or sold; or (ii) if previously opened, the marijuana paraphernalia is stored in the trunk of the motor vehicle or, if the motor vehicle does not

have a trunk, behind the last upright seat of the motor vehicle or in an area not normally occupied by the driver or passengers and not easily accessible by the driver.

- (14) The amount of medical marijuana possessed by a registered patient shall not exceed a ninety-day supply as specified in the rules adopted by the Division of Cannabis Control, as same may be amended from time to time.
 - (15) The amount of medical marijuana possessed by a registered caregiver on behalf of a registered patient shall not exceed a ninety-day supply as specified in the rules adopted by the Division of Cannabis Control, as same may be amended from time to time. If a caregiver provides care to more than one registered patient, the caregiver shall maintain separate inventories of medical marijuana for each patient.
 - (16) No person shall knowingly possess more than the following cumulative amounts of homegrown marijuana and adult-use marijuana: (i) two and one-half ounces of plant material, excluding any seeds, live plants, or clones being cultivated, grown or possessed in accordance with the homegrown marijuana provisions of this section; and (ii) fifteen grams of extract.
 - (17) No adult-use consumer, patient or caregiver shall fail to store edible adult-use marijuana and medical marijuana products in the original packaging at all times when the products are not actively in use.
 - (18) No person shall knowingly engage in any of the activities described in Ohio R.C. Sections 3796.18, 3796.19 or 3796.21 without the proper license issued under Ohio R.C. Chapter 3796, all as may be amended from time to time, or Ohio R.C. Chapter 3780, as same existed prior to March 20, 2026.
 - (19) No person shall knowingly engage in any of the activities described in Ohio R.C. Section 3796.20 without a dispensary license issued under Ohio R.C. Chapter 3796, all as may be amended from time to time, or Ohio R.C. Chapter 3780, as same existed prior to March 20, 2026.
 - (20) Except as otherwise provided in this section, no person other than the holder of a license issued under Ohio R.C. Chapter 3796, as same may be amended from time to time, or Ohio R.C. Chapter 3780, as same existed prior to March 20, 2026, shall knowingly give, sell, or transfer adult-use marijuana or homegrown marijuana to any other person, with or without remuneration.
- (e) No Authorization. This Section does not authorize any person to:
- (1) Cultivate, grow, or process homegrown marijuana except at the person's primary residence.
 - (2) Use, cultivate, process, transfer, or transport adult-use marijuana or homegrown marijuana before reaching twenty-one years of age.
 - (3) Process homegrown marijuana by hydrocarbon-based extraction.
 - (4) Sell, or profit from, homegrown marijuana.
 - (5) Cultivate, grow, or possess homegrown marijuana on behalf of another

person.

(f) Penalties.

- (1) Whoever violates subsections (d)(4) or (d)(6) of this section as an operator of the vehicle, streetcar, trackless trolley, watercraft, or aircraft is subject to the penalties provided in Ohio R.C. Sections 1547.11, 4511.19, 4511.194, or 4561.15, as applicable and as may be amended from time to time, or a substantially equivalent municipal ordinance for any violation thereof.
- (2) Whoever violates subsection (d)(6) of this Section as a passenger of a vehicle, streetcar, trackless trolley, watercraft, or aircraft when the operator is operating or has physical control of the vehicle, streetcar, trackless trolley, watercraft, or aircraft is guilty of a misdemeanor of the third degree.
- (3) Except as otherwise provided in subsections (f)(1) and (f)(2) of this Section, whoever violates subsections (d)(2), (3), (5), (6), (7), (10), (11), (12) or (17) of this section is guilty of a minor misdemeanor.
- (4) Whoever violates subsection (d)(8) of this section is guilty of a misdemeanor of the first degree; provided, however, an offender who has previously been convicted of, or pleaded guilty to, a violation of subsection (d)(8) of this Section or a substantially equivalent provision of the Ohio Revised Code, is guilty of a felony of the fifth degree.
- (5) Whoever violates subsections (d)(14), (15) or (16) of this section is guilty of possession of marijuana under Ohio R.C. Section 2925.11, as same may be amended from time to time.
- (6) Whoever violates subsection (d)(1) of this section is guilty of illegal cultivation of marijuana under Ohio R.C. Section 2925.04, as same may be amended from time to time.
- (7) Whoever violates subsections (d)(18), (19) or (20) of this section is guilty of trafficking in marijuana under Ohio R.C. Section 2925.03, as same may be amended from time to time.
- (8) Whoever violates subsections (d)(13) of this section is guilty of illegal use or possession of marijuana drug paraphernalia under Ohio R.C. Section 2925.141, as same may be amended from time to time.
- (9) Except as otherwise provided in subsections (f)(9)(A) to (C), whoever violates subsection (d)(9) of this section by knowingly showing or giving false information concerning the individual's name, age, or other identification for the purpose of purchasing or otherwise obtaining adult-use marijuana from an adult-use dispensary licensed under Ohio R.C. Chapter 3796, as same may be amended from time to time, or Ohio R.C. Chapter 3780, as same existed prior to March 20, 2026, is guilty of a misdemeanor of the first degree.
 - (A) Except as otherwise provided in subsections (f)(9)(B) and (C), whoever violates subsection (d)(9) of this section by knowingly presenting to an adult-use dispensary licensed under Ohio R.C. Chapter 3796, as same may be amended from time to time, or Ohio

R.C. Chapter 3780, as same existed prior to March 20, 2026, a false, fictitious, or altered identification card, a false or fictitious driver's license purportedly issued by any state, or a driver's license issued by any state that has been altered, is guilty of a misdemeanor of the first degree and, notwithstanding Ohio R.C. Section 2929.28(A)(2) as same may be amended from time to time, shall be fined not less than two hundred fifty dollars and not more than one thousand dollars.

- (B) Except as otherwise provided in subsection (f)(9)(C), an offender who has previously been convicted of or pleaded guilty to a violation of subsection (d)(9) of this section or a substantially equivalent provision of the Ohio Revised Code by knowingly presenting to an adult-use dispensary licensed under Ohio R.C. Chapter 3796, as same may be amended from time to time, or Ohio R.C. Chapter 3780, as same existed prior to March 20, 2026, a false, fictitious, or altered identification card, a false or fictitious driver's license purportedly issued by any state, or a driver's license issued by any state that has been altered, is guilty of a misdemeanor of the first degree and, notwithstanding Ohio R.C. Section 2929.28(A)(2) as same may be amended from time to time, shall be fined not less than five hundred dollars and not more than one thousand dollars. Additionally, the court may impose a class seven suspension of the offender's driver's or commercial driver's license or permit, or nonresident operating privilege, from the range specified in Ohio R.C. Section 4510.02(A)(7) as same may be amended from time to time; or, in lieu of suspending the offender's temporary instruction permit, probationary driver's license, or driver's license, the court instead may order the offender to perform a determinate number of hours of community service, with the court determining the actual number of hours and the nature of the community service the offender shall perform.
- (C) An offender who has previously been convicted of or pleaded guilty to two or more violations of subsection (d)(9) of this section or a substantially equivalent provision of the Ohio Revised Code by knowingly presenting to an adult-use dispensary licensed under Ohio R.C. Chapter 3796, as same may be amended from time to time, or Ohio R.C. Chapter 3780, as same existed prior to March 20, 2026, a false, fictitious, or altered identification card, a false or fictitious driver's license purportedly issued by any state, or a driver's license issued by any state that has been altered, is guilty of a misdemeanor of the first degree and, notwithstanding Ohio R.C. Section 2929.28(A)(2) as same may be amended from time to time, shall be fined not less than five hundred dollars and not more than one thousand dollars. Additionally, the court may impose a class six suspension of the offender's driver's or commercial driver's license or permit, or nonresident operating privilege, from the range specified in Ohio R.C. Section 4510.02(A)(6), as same may be amended from time to time,

and the court may order that the suspension of denial remain in effect until the offender attains the age of twenty-one years; or, in lieu of suspending the offender's temporary instruction permit, probationary driver's license, or driver's license, the court instead may order the offender to perform a determinate number of hours of community service, with the court determining the actual number of hours and the nature of the community service the offender shall perform.

The financial sanctions required by subsections (f)(9)(A), (B) and (C) are in lieu of the financial sanctions described in Ohio R.C. Section 2929.28(A)(2), as same may be amended from time to time, but are in addition to any other sanctions or penalties that may apply to the offender, including other financial sanctions under Ohio R.C. Section 2929.28 or a jail term under Ohio R.C. Section 2929.24, as same may be amended from time to time.

(10) Except as otherwise provided in subsection (f)(10)(A), whoever violates subsection (d)(9) of this section by knowingly soliciting another person to purchase adult-use marijuana from an adult-use dispensary licensed under Ohio R.C. Chapter 3796, as same may be amended from time to time, or Ohio R.C. Chapter 3780, as same existed prior to March 20, 2026, is guilty of a misdemeanor of the fourth degree.

(A) An offender who has previously been convicted of or pleaded guilty to a violation of subsection (d)(9) of this section or a substantially equivalent provision of the Ohio Revised Code by knowingly soliciting another person to purchase adult-use marijuana from an adult-use dispensary licensed under Ohio R.C. Chapter 3796, as same may be amended from time to time, or Ohio R.C. Chapter 3780, as same existed prior to March 20, 2026, is guilty of a misdemeanor of the second degree.

(11) Whoever violates any provision of this section or any other provision of Ohio R.C. Chapter 3796, as same may be amended from time to time, for which no penalty is provided is guilty of a minor misdemeanor.”

SECTION 16: That this Ordinance 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 comply with Ohio law. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes or from the earliest time allowed by law.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST:

Clerk of Council
Laura E. Timura, MMC