



BRUNSWICK CITY COUNCIL AGENDA

Nate Witsaman Ward 3	Kristy Piper At-Large	Tim Smith At-Large	Dennis Nevar Law Director	Carl S. DeForest City Manager	Ron Falconi Mayor	Laura Timura Clerk of Council	Nicholas Hanek Ward 2	Michael Abella Jr. Ward 1	Joseph Delsanter At-Large	Keith Kuczma Ward 4
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**JUNE 22, 2026
REVISED**

1. Prayer and Pledge of Allegiance
2. Roll Call of Members
3. Correspondence
4. Approval of Regular Council Meeting Minutes
 - (a) Regular Council Meeting Minutes dated June 8, 2026
5. Mayor’s Report:
 - (a) Proclamation commending Carson Updike for his athletic accomplishments and outstanding character.
 - (b) Motion to reappoint Jeffrey Arona and Joseph Shirilla to the Planning Commission
 - (c) Mayor's Update
6. Clerk of Council’s Report
7. Council Committee Reports:
 - Economic Development Committee.....Mr. Witsaman
 - Economic Development Committee Minutes dated June 8, 2026
 - Services, Utilities, Technology & Cable Committee.....Mr. Smith
 - Finance Committee.....Mr. Hanek
 - Safety & Environment Committee.....Mr. Kuczma
 - Planning & Zoning Committee.....Mr. Delsanter
 - Parks, Recreation & Community Committee.....Mrs. Piper
 - Parks, Recreation & Community Committee Minutes dated June 8, 2026
 - Parks, Recreation & Community Committee Minutes dated June 15, 2026
 - Building & Building Code Committee.....Mr. Abella

8. Other Committees, Boards and Commissions
 - (a) Committee-of-the-Whole Minutes dated June 8, 2026

9. Petitions from the Public on Legislation

10. Reading of Legislation and Action on Legislation:

- a. 3rd Reading(s)

- b. 2nd Reading(s)

RES. NO. 33-2026 - A resolution declaring March 6, 2027 as Random Acts of Kindness Day in the City of Brunswick. - **2nd Reading** (Parks, Recreation, and Community Committee, *Council/Nicholas Hanek*)

- c. 1st Reading(s)

RES. NO. 34-2026 An emergency resolution authorizing the City Manager to enter into an agreement with VK Furnace LLC to replace three (3) HVAC systems for the Division of Police and City Hall kitchen and lunchroom in an amount not to exceed \$199,000.00. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Grant Aungst*)

11. City Manager's Report

12. Open Forum

13. Unfinished Business

14. New Business

15. Adjournment

CITY OF BRUNSWICK, OHIO

MINUTES OF COUNCIL

Monday, June 8, 2026

Prayer and Pledge of Allegiance The regular meeting of Brunswick City Council was called to order by Mayor Ron Falconi at 7:04 p.m. at the Municipal Complex.

Roll Call of Members showed the following Council Members present: Nicholas Hanek, Nate Witsaman, Michael Abella Jr., Keith Kuczma, Joseph Delsanter, Tim Smith, Kristy Piper.

Others Present: Mayor Ron Falconi, City Manager/Safety Director Carl DeForest, Law Director Dennis Nevar, Clerk of Council Laura Timura.

Correspondence There was none.

Approval of Regular Council Meeting Minutes

Regular Council Meeting Minutes dated May 18, 2026:

Nicholas Hanek moved to approve the Regular Council Meeting Minutes dated May 18, 2026, as written, seconded by Keith Kuczma. Roll Call - Ayes - 7, Nicholas Hanek, Joseph Delsanter, Michael Abella Jr., Keith Kuczma, Tim Smith, Kristy Piper, Nate Witsaman. Nays - 0. Motion Carried.

Mayor’s Report:

Mayor's Court Financial Report for the month ending May 2026 will be posted on the website and added to the minutes for the record.

Proclamation declaring March 6 Random Acts of Kindness Day:

Mr. Furman accepted the proclamation and announced that a Random Act of Kindness Day is long overdue. He showed appreciation for the forward-thinking and fast action of Council and the Administration. Mr. Furman added that he looks forward to hearing stories of community members' acts of kindness.

Mayor's recommendation to reappoint Jeffrey Arona, John Rocha, and Joseph Shirilla to the Planning Commission:

If anyone on Council has questions regarding these recommendations, they should contact the Mayor's Office.

Clerk of Council’s Report Mrs. Timura had no report this evening.

Council Committee Reports:

Economic Development Committee.....Mr. Witsaman:

Mr. Witsaman recognized that Donut Land would have its ribbon cutting on June 19. He felt it was wonderful to see a local business continue to grow and expand.

Services, Utilities, Technology & Cable Committee.....Mr. Smith:

Mr. Smith had no formal reports this evening.

Finance Committee.....Mr. Hanek:

Mr. Hanek had no formal reports this evening.

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

Safety & Environment Committee Minutes dated May 18, 2026:

Keith Kuczma moved to approve the Safety & Environment Committee Minutes dated May 18, 2026, as written, seconded by Joseph Delsanter. Roll Call - Ayes - 7, Nicholas Hanek, Joseph Delsanter, Michael Abella Jr., Keith Kuczma, Tim Smith, Kristy Piper, Nate Witsaman. Nays - 0. Motion Carried.

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

Mr. Delsanter had no formal reports this evening.

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

Mrs. Piper had no formal reports this evening.

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

Mr. Abella had no formal reports this evening.

Other Committees, Boards and Commissions

Committee-of-the-Whole Minutes dated May 18, 2026:

Nicholas Hanek moved to approve the Committee-of-the-Whole Minutes dated May 18, 2026, as written, seconded by Keith Kuczma. Roll Call - Ayes - 7, Nicholas Hanek, Joseph Delsanter, Michael Abella Jr., Keith Kuczma, Tim Smith, Kristy Piper, Nate Witsaman. Nays - 0. Motion Carried.

Petitions from the Public on Legislation

Reading of Legislation and Action on Legislation:

3rd Reading(s)

2nd Reading(s)

1st Reading(s)

RES. NO. 33-2026 - A resolution declaring March 6, 2027 as Random Acts of Kindness Day in the City of Brunswick. - **1st Reading** (To be brought from Parks, Recreation, and Community Committee, *Council/Nicholas Hanek*):

Mrs. Piper moved this resolution to second reading.

City Manager's Report Mr. DeForest revealed that Flag Day was June 14 and that on June 13 at 6 p.m., St. Ambrose Parish will host a flag retirement ceremony. The American Legion, VFW, and Knights of Columbus would conduct the event. Residents were encouraged to attend and partake in a free hot dog or hamburger. The Independence Day Parade will be on July 5; further information will be on the City's website. The only legal fireworks in the City will be held on July 3, after the concert with a July 11 rain date. Citywide Clean-Up Day will be held on Saturday, July 18. Dumpsters will be available at the Service Garage, Recreation Center and the Parks Garage (former Station #1).

Open Forum Jennifer Arida (664 Sandra Drive) reminded Council of her concerns regarding data sharing and cybersecurity threats with regard to the Flock Security Cameras. She added that the cameras are an egregious violation of Fourth Amendment rights. She mentioned she had read an article in the Gazette that revealed that Brunswick was sharing data across 200 different agencies. She added that the

website, havebeenflocked.com provided information that indicated that the City of Brunswick had been conducting searches for different agencies across multiple states on a regular basis.

Ms. Arida shared that the license plate readers take 8–12 pictures of every person's car and license plate. This information is then stored in a cloud-based database. The system analyzes vehicle movement patterns and flags suspicious behavior. Some of her concerns were that there was no warrant requirement and that citizens could be stalked. Ms. Arida added that the FBI was in discussions with Flock for a 36 million dollar contract to access the license plate readers which would create a mass governmental surveillance network in America. She felt that the cameras infringe on first, second and fifth amendment rights. Ms. Arida then referenced a petition she was starting to ban the system.

Brian Kocina (3764 Foxwood Terrance #310) indicated that the use of Flock Safety Cameras infringed on privacy. He explained that the system does not merely record the movement of suspects, but of ordinary people. He then recounted instances where the system had been abused nationally. Mr. Kocina expressed concerns about data sharing and the infringement of First Amendment rights. He concluded that Council should reconsider the use of the system in Brunswick.

Unfinished Business Mr. Kuczma revealed that information that was shared with Ms. Arida was presented by Chief Safran at the last Safety Committee Meeting.

New Business Mr. Smith noted that there had been two successful bike rides. One ride was with Bike Medina County which went from Spokes Restaurant in Medina to Medina Lake. The other ride was through St. Ambrose and went from Market 42, Brunswick Lake, Plum Creek, and back. Those interested can look up Bike Medina County or the St. Ambrose bike organization. He reminded the community to wear bright clothing, a helmet, and have lights on their bike when riding.

Adjournment Nicholas Hanek moved to adjourn, seconded by Tim Smith. Roll Call - Ayes - 7, Nicholas Hanek, Joseph Delsanter, Michael Abella Jr., Keith Kuczma, Tim Smith, Kristy Piper, Nate Witsaman. Nays - 0. Motion Carried.

There being no further business, the meeting adjourned at 7:26 p.m.

Respectfully submitted,

Laura Timura, MMC
Clerk of Council

Mayor Ron Falconi

Adopted

Economic Development Committee
June 8, 2026

IN ATTENDANCE: Chairman Nate Witsaman, Committee Member Nicholas Hanek, Committee Member Tim Smith, Michael Abella Jr., Joseph Delsanter, Keith Kuczma, Kristy Piper, Law Director Dennis Nevar, City Manager/Safety Director Carl DeForest, Community & Economic Director Grant Aungst, Fire Chief Greg Glauner, Clerk of Council Laura Timura, News Media.

The meeting convened at 6:00 p.m.

DISCUSSION ITEMS:

There was none.

GENERAL DISCUSSION:

Mr. Witsaman called the Economic Development Committee meeting to order and welcomed Economic Development Director Mr. Aungst. He then opened the meeting for general discussion.

Mr. Aungst provided an update on several ongoing economic development projects throughout the City. He reported that Columbia Chemical is adding approximately 20,000 square feet to its facility, with construction progressing on schedule. The expansion is also expected to result in additional employment opportunities. He further advised that the Brunswick Small Business Park, located at the corner of Westway Drive and Industrial Parkway South, is planning the addition of 29 flex units, a project he described as important given the continued demand from businesses seeking similar space.

Mr. Aungst announced that Donut Land will hold a ribbon-cutting ceremony on June 19 at noon and expressed enthusiasm about the business opening. He also reported that MODA, formerly known as the Basket Store, which creates gift baskets and customized gift packages for corporate events, is currently working through the Planning Commission process for a 7,500-square-foot addition and operational improvements at its facility located at Pearl and Skyview.

Continuing his report, Mr. Aungst stated that Maple Side Farm will be presenting plans for a new barn at an upcoming Planning Commission meeting. He noted that this will be the first building project undertaken since approval of Maple Side's Special Planning District, which he viewed as a positive milestone. He also reported that National Boiler Works is nearing completion of its new 43,000-square-foot headquarters and is expected to move into the facility shortly. The project is anticipated to bring more than 35 new full-time jobs to Brunswick.

Mr. Aungst further advised that Nova Electric's new headquarters on Westway Drive is now operational. Nova Electric occupies the primary portion of the newly constructed building, while additional tenant spaces have also been filled. One of those tenants, Magnetic Mic, has already begun operations. He explained that the company manufactures magnetic microphone holders used by police, fire, and EMS

personnel. The device allows emergency responders to quickly secure microphones during pursuits or emergency responses, helping reduce distractions and improve safety.

Mr. Aungst also reported that St. Ambrose School will be presenting plans for a new parking lot. Turning to broader economic conditions, he stated that both Brunswick and Medina County continue to experience a stable and strong economy. However, he noted several ongoing challenges, including exceptionally low unemployment, which remains below three percent in Medina County, and housing affordability concerns. He explained that many workers earning entry-level wages struggle to afford new housing due to the rising cost of construction. Efforts to address these challenges continue through initiatives involving the Medina County Land Bank.

Mr. Aungst reported that conversations with industrial businesses indicate many companies continue to maintain substantial backlogs ranging from one to two years, which he described as a positive indicator of economic strength. Despite those favorable conditions, employers continue to face significant challenges in recruiting workers. He stated that this remains particularly encouraging given ongoing economic uncertainty and the impact of tariffs. As an example, he cited one company in Brunswick's industrial park that incurred more than \$4 million in tariff-related costs in a single year, costs that were ultimately passed along to customers. Despite inflationary pressures and increased costs, he noted that consumer spending has remained relatively strong and home sales continue to be stable. He summarized the primary challenge facing the local economy as the difficulty of finding qualified employees, describing the labor shortage as a widespread issue affecting nearly every community and industry.

Mr. Aungst invited questions from committee members.

Mr. Smith asked about the economic impact of the upcoming St. Ambrose Festival.

Mr. Aungst responded that he had not conducted a formal analysis and was unfamiliar with the financial data associated with the event. He explained that without information regarding revenues, spending patterns, and visitor behavior, it would be difficult to accurately estimate the festival's economic impact. He noted that while festivals can generate economic activity, the extent of that impact depends on where attendees spend money and whether visitors are residents or people traveling from outside the area. In the case of the St. Ambrose Festival, he observed that much of the spending is directed toward supporting the church itself. Whether that spending translates into broader community economic benefits would require additional analysis.

Mr. Delsanter referenced comments made by a local commentator regarding a business that had expanded into Brunswick but later closed after a relatively short period. He asked whether business diversification within the City's industrial base helps mitigate the effects of such closures and sought Mr. Aungst's perspective on the broader economic concerns that had been raised.

Mr. Aungst stated that he was not immediately familiar with the specific example but acknowledged that similar situations have occurred locally. He described one instance in which a transportation-related company purchased and extensively renovated a building in Brunswick, investing millions of dollars

before later relocating operations back to its corporate headquarters in Elyria. He explained that the move was driven by broader business considerations, circumstances that were largely beyond both the City's and the company's control. He noted that the building was subsequently purchased by local investors and has already attracted a new tenant whose ownership is based locally, providing confidence in the facility's long-term occupancy.

Addressing the issue of diversification, Mr. Aungst agreed that maintaining a diverse industrial base is beneficial. He explained that even businesses operating within similar industries often serve very different markets. As examples, he cited local CNC manufacturing firms that specialize in sectors ranging from medical products to aerospace and military applications. Such diversification, he noted, helps protect the local economy from downturns affecting any single industry.

Mr. Smith then asked whether economic development funding could be used to support job fairs or recruitment initiatives aimed at addressing workforce shortages.

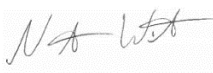
Mr. Aungst replied that Brunswick has already participated in such efforts, including a partnership with Ohio Means Jobs that resulted in what he described as the largest job fair ever held in Medina County. The event included approximately 45 participating employers and organizations and was considered highly successful. He stated that partnering with organizations experienced in workforce development remains an effective approach and continues to be explored.

Despite those efforts, Mr. Aungst explained that the labor shortage remains severe. With unemployment at approximately 2.9 percent, well below the level generally considered full employment, the remaining unemployed population often includes individuals facing barriers to employment. He noted that future workforce growth must come either from attracting workers currently employed outside the county or by bringing more residents into Medina County. That challenge, however, is closely tied to housing affordability. He explained that when the average home price in Brunswick approaches \$350,000, workers earning \$17 or \$18 per hour face significant obstacles to homeownership. While Brunswick has led the county in the development of multifamily housing options across a range of price points, he stated that broader demographic trends continue to affect the region. Although Medina County is attracting new residents, the overall population of Northeast Ohio is growing more slowly, creating ongoing workforce challenges for employers throughout the area.

ADJOURNMENT:

Being no further business, Mr. Hanek moved to adjourn at 6:11 p.m. Vote – 3 Ayes, 0 Nays

Submitted respectfully,



Nate Witsaman
Chairman

Parks, Recreation, and Community Committee
June 8, 2026

IN ATTENDANCE: Chairwoman Kristy Piper, Committee Member Keith Kuczma, Committee Member Tim Smith, Michael Abella Jr., Joseph Delsanter, Nicholas Hanek, Nate Witsaman, Law Director Dennis Nevar, City Manager/Safety Director Carl DeForest, Community & Economic Director Grant Aungst, Fire Chief Greg Glauner, Clerk of Council Laura Timura, News Media.

The meeting convened at 6:11 p.m.

DISCUSSION ITEMS:

- a) RES. NO. 33-2026 - A resolution declaring March 6, 2027 as Random Acts of Kindness Day in the City of Brunswick. - 1st Reading (To be brought from Parks, Recreation, and Community Committee, *Council/Nicholas Hanek*)

Mrs. Piper explained that the resolution had been introduced at the committee's previous meeting and was now before the committee for consideration with three readings.

Mr. Kuczma moved Resolution Number 33-2026 to tonight's Council Agenda of June 8, 2026 for three readings. Vote – 3 Ayes, 0 Nays

GENERAL DISCUSSION:

Mrs. Piper then opened the floor for general discussion.

Mr. Hanek commented that he had recently visited both Hopkins Park and Mooney Park and wanted to commend the Parks Department on the condition of the facilities. He stated that both parks looked very good and specifically noted that Mooney Park appeared particularly impressive.

Mr. Delsanter requested an update on the proposed disc golf project.

Mrs. Piper reported that a meeting had been scheduled for the following Monday at 6:00 p.m. at the Recreation Center to continue discussions.

Mr. Delsanter indicated that he and Mr. Smith would be attending the meeting.

Mr. Smith added that he had spoken with two separate disc golf groups and reported that both organizations were interested in working together to determine the best path forward for the project.

Mr. Delsanter expressed optimism that the discussions would lead to a commitment to move the project ahead.

Mr. Kuczma provided an update on the City's summer concert series. He reported that the first concert, featuring the Chardon Polka Band, had been held the previous Wednesday evening at the Recreation Center and had drawn an exceptionally strong crowd. He estimated attendance at more than 200 people and noted that favorable weather conditions contributed to the event's success. He stated that numerous attendees approached him after the concert to express appreciation for the City's efforts in organizing the event.

Mr. Kuczma then outlined the remaining schedule for the concert series. He announced that the next concert would be held on July 3 and would feature Funkology. The performance will take place before the City's Independence Day fireworks celebration, which he described as the largest fireworks display ever organized by Brunswick. He encouraged residents to attend, noting that there would be no need to travel elsewhere for fireworks this year. The final concert of the season is scheduled for August 3 and will feature Ace Molnar. He expressed hope for favorable weather and noted that the City had transitioned to hosting three larger concerts this year, rather than weekly performances.

Mrs. Piper explained that the program has been branded as the "Three's Company Concert Series," with events scheduled on the third day of June, July, and August. She added that she had heard positive feedback regarding the upcoming performers.

Mr. Kuczma remarked that attendance and enthusiasm for the first concert exceeded expectations. He noted that he had introduced the band and that the audience response had been very positive. He also highlighted the participation of the Friends of Brunswick Parks, who conducted a fundraiser during the event. According to Mr. Kuczma, the organization sold kielbasa, hot dogs, and sauerkraut and experienced a steady flow of patrons throughout the evening.

Mr. Kuczma also recounted an unexpected issue involving an ice cream vendor that had been invited to attend the concert. He explained that the vendor was asked to leave the property due to concerns raised by personnel from Tri-C regarding liability issues. He described the situation as an oversight resulting from a lack of prior coordination and noted that a police officer informed the vendor that he could not remain in the parking area adjacent to the concert. The vendor ultimately departed.

Mr. Smith elaborated on the situation, explaining that he had attempted to discuss the matter with those enforcing the restriction. He noted that Brunswick regularly works cooperatively with Tri-C and questioned why the vendor could not remain in the nearby parking lot. He was informed that the issue involved liability and that the vendor could relocate to a different parking area covered by an existing mutual-use agreement. Mr. Smith suggested that the City may wish to explore establishing a similar agreement for the parking lot adjacent to the concert venue to avoid comparable issues in the future.

Mrs. Piper agreed that the matter warranted further review and stated that it would be discussed during the upcoming meeting.

Returning to the success of the concert, Mr. Kuczma reiterated that attendance had been excellent and noted that all three members of the Parks Commission were present.

Mr. Smith agreed that the event had been highly successful and complimented Mr. Kuczma's work as master of ceremonies. He also reported that he had taken photographs during the event and planned to forward them to Mrs. Timura for inclusion in the Council newsletter. He encouraged fellow Council members to contribute articles and updates periodically so that the newsletter would reflect a broader range of community activities.

ADJOURNMENT:

Being no further business, Mr. Kuczma moved to adjourn at 6:16 p.m. Vote – 3 Ayes, 0 Nays

Submitted respectfully,

A handwritten signature in blue ink, appearing to read 'Kristy Piper', with a stylized flourish at the end.

Kristy Piper
Chairwoman

Parks, Recreation, and Community Committee
June 15, 2026

IN ATTENDANCE: Chairwoman Kristy Piper, Committee Member Keith Kuczma, Joseph Delsanter, Parks and Recreation Director Taylor Petkovsek, Bryan Keller, News Media.

The meeting convened at 6:01 p.m.

Mr. Kuczma moved to excuse Mr. Smith for just cause. Vote – 2 Ayes, 0 Nays

DISCUSSION ITEMS:

(a) Summer Music Concerts

Mr. Kuczma shared feedback regarding the Chardon Polka Band performance, noting that there had been an issue with the parking location for the ice cream truck during the event.

Mrs. Petkovsek reported that the matter had been resolved and would not be an issue for the remaining performances in the concert series.

Mrs. Petkovsek also provided an update on the upcoming concerts. She relayed that Funkology would perform before the fireworks display on July 3 and that the same food vendors from last year would be returning for the event. She further shared that the August concert would feature both an ice cream truck and a lobster truck for food purchases. Looking ahead to next year's concert series, the committee agreed to continue holding the concerts on the third day of June, July, and August. Mr. Keller will contact the Chardon Polka Band to secure their participation for next year's series.

(b) Parks Master Plan

Mrs. Petkovsek reported that the Parking Lot Improvements project was undergoing its final inspections that week. She also stated that the tennis court at Rolling Hills Park had been resurfaced. Following discussions with the local pickleball group regarding the preferred striping layout for the courts, the striping work will be completed shortly. Additionally, she advised that the concrete walkway and stairs at Neura Park are scheduled for replacement in early July and that the pavilion at Shenandoah Park will receive a new roof. Mrs. Petkovsek also shared that the new park sign materials had arrived and were currently being installed, with staff able to complete approximately two signs per day.

(c) Friends of Brunswick Parks

Mrs. Petkovsek stated that the organization is continuing to seek additional members. She also noted that a Brunswick Lake Clean Up event was held on June 14.

(d) Upcoming Events

Mr. Kuczma announced that an E-Bike Informational Event will be held on June 24 from 6:00 p.m. to 8:00 p.m. at the Brunswick Recreation Center.

Mrs. Piper shared that the Recreation Center Pool Party is scheduled for August 2.

Mrs. Petkovsek also announced that the Trick or Trek event will take place at North Park on October 15, beginning at 5:30 p.m.

GENERAL DISCUSSION:

a) Unfinished Business

Mrs. Piper reported that the Bike Rodeo held at North Park was a success and expressed her hope that the event would return next year. She noted that the event was a collaborative effort involving the Optimist Club, Eddy's Bike Shop, and the Parks Department.

Mrs. Piper requested an update regarding Huntington Park. Mrs. Petkovsek responded that the Friends of Brunswick Parks organization plans to establish a pollinator garden at the park.

Mrs. Piper also inquired about the possibility of displaying the city flag at additional locations throughout the city where flagpoles already exist. Potential locations discussed included Neura Park, the new Fire Station, the Recreation Center, City Hall, and the intersection of State Route 303 and U.S. Route 42. Councilwoman Piper indicated that she would speak with Mrs. Timura to determine whether the city flag could be added to the existing flagpole ropes.

Mrs. Piper requested an update on the possibility of establishing a disc golf course in Brunswick, specifically asking whether there were parks that could accommodate nine-hole and eighteen-hole courses.

Mr. Kuczma and Mrs. Petkovsek expressed frustration that Pumpkin Ridge Park was no longer a viable option for the project.

Mr. Delsanter inquired about the possibility of utilizing Rolling Hills Park.

Mrs. Petkovsek discussed the advantages and disadvantages of several potential park locations, and Councilman Delsanter stated that he would like to see a disc golf course developed in Brunswick.

ADJOURNMENT:

Being no further business, Mr. Kuczma moved to adjourn at 7:08 p.m. Vote – 2 Ayes, 0 Nays

Submitted respectfully,



Kristy Piper
Chairwoman



Committee of the Whole

June 8, 2026

IN ATTENDANCE: Vice Mayor/President Nicholas Hanek, Pro Tem Joseph Delsanter, Michael Abella Jr., Keith Kuczma, Kristy Piper, Tim Smith, Nate Witsaman, Mayor Ron Falconi, Law Director Dennis Nevar, City Manager/Safety Director Carl DeForest, Community & Economic Director Grant Aungst, Fire Chief Greg Glauner, Medina Metropolitan Housing Authority Executive Director Tom O'Connell, Clerk of Council Laura Timura, News Media.

The meeting convened at 6:16 p.m.

DISCUSSION ITEMS:

a) Next Step Up Emergency Housing (Tom O'Connell)

Mr. Hanek welcomed Mr. Tom O'Connell, Executive Director of the Medina Metropolitan Housing Authority, noting that although Mr. O'Connell is a Brunswick resident, this was his first appearance before Council in his new role. Mr. Hanek congratulated him on his appointment and remarked that he had quickly established himself as a strong leader for the organization. He explained that Mr. O'Connell had been invited to provide an update regarding the Next Step Up emergency housing shelter, a project for which Brunswick had served as the largest municipal contributor with a donation of \$50,001.

Before turning the floor over to Mr. O'Connell, Mr. Hanek noted that he had often expressed at Housing Authority meetings, though not previously before Council, that if plans to relocate the Housing Authority into the former municipal court building in Medina were to fall through, Brunswick would welcome the opportunity to host the agency within the City.

Mr. O'Connell thanked Council for the opportunity to speak and expressed appreciation for the City's continued support. On behalf of the Housing Authority Board, staff, emergency housing team, and the Next Step Up shelter staff, he thanked City Manager Carl DeForest and Brunswick City Council for their partnership in supporting Medina County's first emergency homeless shelter.

Mr. O'Connell reported that since opening on February 28, 2025, Next Step Up had provided shelter to 285 individuals. Of those served, approximately 83 percent were residents of Medina County communities. During the current calendar year, nine Brunswick residents utilized the shelter. He explained that one unique feature of Next Step Up is a dedicated kennel area for pets, which was intentionally included because pets often represent a significant barrier preventing individuals from accepting shelter. Since opening, the shelter has accommodated 25 dogs and 11 cats.

He further reported that since the beginning of 2026, the Housing Authority's emergency housing team had received 76 calls from Brunswick residents experiencing housing crises, averaging approximately 15 calls per month. These calls involved situations ranging from immediate homelessness to pending evictions and other housing emergencies.

Mr. O'Connell noted that 31 children had stayed at the shelter since it opened, including a recent period when six children ranging in age from four months to 17 years old were residing there simultaneously. He emphasized that the shelter's mission extends beyond providing temporary lodging and focuses on helping residents secure stable housing. Since opening, 49 households have successfully transitioned from the shelter into permanent housing arrangements. Of those households, 11 secured housing within Brunswick. During 2026 alone, 16 guests had successfully exited shelter and obtained permanent housing.

Employment assistance has also been a significant component of the program. Mr. O'Connell reported that 61 shelter guests had obtained employment since the facility opened, with the case management team currently helping an average of six individuals per month secure sustainable jobs. Many of those employment opportunities are located near the shelter itself.

Providing additional operational statistics, Mr. O'Connell explained that Next Step Up contains 27 beds and two cribs, both of which have been utilized. Since opening, occupancy has averaged between 22 and 23 beds each night. On the day of the meeting, 25 beds were occupied. The average length of stay is approximately 33 days. He explained that, unlike some shelters, Next Step Up does not impose rigid time limits. Instead, guests are permitted to remain as long as they actively participate in their case management plans and comply with shelter rules and responsibilities, including assigned chores.

Mr. O'Connell reiterated that these successes would not have been possible without Brunswick's financial support.

He then provided an update on Housing Authority operations. He explained that the agency had experienced a somewhat nomadic year due to facility issues in Medina but had recently settled into temporary offices on North Jefferson Street near Walmart, Hobby Lobby, and the Social Security office. The temporary location currently houses approximately 15 of the agency's 21 employees. Mr. O'Connell stated that he remained optimistic that the Housing Authority would move into the former municipal court building before the end of the year once the current occupants vacate the facility.

Mr. O'Connell also discussed several ongoing development projects. He reported that construction is progressing on the Lafayette project in Medina, a development consisting of 10 units of permanent supportive housing located near the juvenile detention center. Although construction experienced a six-week weather delay, the project is now more than halfway complete and is expected to be finished by mid-September. The Housing Authority is designing the tenant selection process so that residents of Next Step Up will have opportunities to transition into permanent supportive housing through the project.

Additionally, he announced that the Housing Authority was preparing to close on its largest renovation project to date, involving 85 affordable housing units at Northview Manor. Working in partnership with the Cleveland Housing Network, the Housing Authority is pursuing a \$15 million renovation of the aging property, which was originally constructed in the early 1970s. The complex remains occupied, with approximately 70 units currently housing residents. A phased relocation plan will begin within weeks,

allowing residents to temporarily move while units undergo six to eight weeks of renovations before returning. The overall project is expected to continue for approximately 17 to 27 months.

Mr. Smith asked about the source of funding for the \$15 million renovation.

Mr. O'Connell explained that the financing package consists of multiple sources, including low-income housing tax credits, accounting for \$8-10 million, support from the Ohio Housing Finance Agency, bank financing, and contributions coordinated through the Cleveland Housing Network.

Mr. Smith commented that the City had previously provided letters of support for Housing Authority projects and stated that Council would likely be willing to provide similar assistance for future initiatives if needed.

Mr. Delsanter requested updates on Housing Authority properties located in Brunswick, specifically Manhattan Place and Southwick Manor.

Mr. O'Connell reported that Manhattan Place is approximately 95 percent occupied and recently benefited from a major investment that included a new roof. Although it is one of the older properties in the Housing Authority portfolio, he indicated that it is generally performing well.

Regarding Southwick Manor, Mr. Delsanter asked about occupancy levels and compliance with age-related requirements established under the property's zoning approvals.

Mr. O'Connell explained that at least one resident in each unit must be age 55 or older and confirmed that the property remains highly occupied, currently at approximately 97 percent occupancy.

Mr. Delsanter noted that he had received some resident concerns several months earlier regarding maintenance issues and the perception that younger residents may have been contributing to property management challenges.

Mr. O'Connell indicated he was not aware of any major concerns but appreciated the feedback.

Mr. Hanek added that both he and Carol Lawler serve as Brunswick's representatives on the Housing Authority Board and encouraged Council members to bring concerns directly to them when issues arise.

Mr. Witsaman asked how the shelter handles situations involving domestic violence victims who may require emergency housing.

Mr. O'Connell explained that such cases are generally referred to Hope and Healing, the county's domestic violence resource organization. While Next Step Up is a secure facility, he stated that it is not equipped to provide the specialized level of security and support required for victims of domestic violence. As a result, referrals to Hope and Healing are the Housing Authority's first course of action in those situations.

MOTIONS:

- a) Motion to authorize the City Manager to enter into an updated Mutual Aid Agreement for Fire and EMS with other Medina County agencies.

Chief Glauner presented the proposed updated Medina County EMS mutual aid agreement for Council’s consideration. He explained that Medina County currently operates under an existing mutual aid agreement, and the proposed document would replace that agreement with an updated version designed to remain in effect indefinitely. Although the agreement would continue in perpetuity, it would still be reviewed annually. He noted that the County Emergency Management Agency presents the agreement each year to the appropriate associations for review so that any necessary revisions or updates can be considered.

Chief Glauner stated that the proposed agreement had undergone extensive review before being brought forward. The Medina County Fire Chiefs Association examined the document and provided recommendations, county prosecutors reviewed the language, and the City of Brunswick’s Law Director also evaluated the agreement. At the time of the meeting, signatures were being collected from participating agencies throughout the county.

Chief Glauner emphasized that the agreement does not substantially alter the county’s mutual aid system but instead modernizes and clarifies portions of the document. Much of the revision focused on cleaning up legal language and improving clarity. Several additions were incorporated as well, including provisions addressing preplanned events, which previously had not been specifically covered under the mutual aid framework. The agreement also formally identifies the county’s All Hazards Team, which had historically responded under mutual aid arrangements but had not been explicitly referenced within the prior agreement.

Chief Glauner further explained that the County Emergency Management Agency will serve as the official repository for the agreement and will maintain the executed document on behalf of participating agencies. He concluded by reiterating that the agreement would continue to be reviewed annually and, provided all participating entities remain in compliance and no changes are required, would remain in force on a continuing basis.

Mr. Delsanter moved to authorize the City Manager to enter into an updated Mutual Aid Agreement for Fire and EMS with other Medina County agencies. Vote – 7 Ayes, 0 Nays

GENERAL DISCUSSION:

Council President Hanek advised Council that there was one additional matter for general discussion that did not appear on the printed agenda. He explained that the City had recently received an initiative petition pursuant to Section 10.01 of the Brunswick Charter. Prefacing his remarks by noting that Law Director Nevar would provide the formal explanation of the process, Mr. Hanek stated that the petition

represented the first step in a charter-authorized procedure through which residents may seek to place proposed legislation before the electorate.

Mr. Hanek noted that he did not have the charter language in front of him, but understood that Section 10.01 establishes a process for filing initiative petitions with the City. He emphasized that no action was required from Council at that time and that the matter was being brought forward to explain the procedural steps that would follow. He further stated that the petition would now return to its sponsors, who would be responsible for collecting signatures if they wished to continue the process.

Speaking from his perspective as both Council President and an attorney, Mr. Hanek offered a personal observation regarding the petition's language. He commented that he believed there can be risks associated with the use of artificial intelligence in drafting complex legal or legislative documents and acknowledged that he found portions of the proposal difficult to understand. While noting that a significant review would occur before any ballot placement could take place, he stated that he was uncertain whether the proposal, as drafted, represented language that could ultimately be translated into actionable ballot issues. He stressed, however, that those determinations would be made through the formal review process rather than by Council.

Law Director Nevar then outlined the initiative petition process established under Section 10.01 of the City Charter. He explained that the Charter authorizes citizens to circulate petitions proposing ordinances that may ultimately be submitted to the voters for approval or rejection. Rather than creating a unique local procedure, the Charter largely incorporates the requirements outlined in the Ohio Revised Code.

Mr. Nevar stated that the City had officially received the initiative petition and that the City Finance Director, acting in the role referenced in state law, would certify receipt of the filing. He explained that before signatures may be collected, initiative petitions must comply with numerous statutory requirements, including prescribed language and warnings required by state law. Once those requirements are satisfied, petition circulators must obtain signatures from qualified electors of the City. For an initiative petition, the required number of signatures equals ten percent of the voters who participated in the most recent gubernatorial election.

Discussing the substance of the filing, Mr. Nevar noted that the proposal appeared to seek the creation of a new Chapter 12 of the City code. He pointed out that portions of the document contained statements indicating that the Brunswick City Council had made certain findings. However, he clarified that Council had not made those findings and that the language reflected the petitioner's proposal rather than any action or determination by Council. He further acknowledged that questions remained regarding how the proposed language would operate and whether it would effectively address the issues it sought to resolve. Those questions, he explained, would be examined as part of the review process if the petition advanced.

Mr. Nevar stated that if petitioners obtain the required number of valid signatures and the petition is certified by the appropriate election authorities, including review by the Medina County Board of

Elections and potentially the Ohio Secretary of State, the proposal could ultimately appear on the ballot. He also explained that Council retains the ability to consider legislation on related subjects while the petition process is underway. Depending on the nature of any action taken by Council, subsequent legislation could potentially affect the necessity or relevance of the proposed initiative.

Mr. Nevar concluded by encouraging Council members to review the petition themselves and contact him with any questions regarding the process. At this stage, he explained, the City's responsibility was limited to certifying receipt of the petition and allowing the petitioners to proceed with signature collection if they chose to do so.

Mr. Hanek then invited questions regarding the procedural aspects of the initiative process. He reiterated that initiative petitions are uncommon in Brunswick and noted that none had been filed during his time on Council. He advised Council members that questions should focus on the process itself, as the substance of the proposal remained unclear and had not yet undergone legal review.

Mr. Delsanter expressed concern that the wording contained within the proposed initiative could create confusion among the public. He specifically noted that portions of the proposal referenced findings allegedly made by City Council and cautioned that media reports might inadvertently suggest that Council had authored or endorsed the measure. He emphasized that Council was not responsible for drafting the proposal, was not sponsoring it, and should not be associated with its content. He urged that this distinction be made clear to anyone reviewing or reporting on the matter.

Mr. Smith asked whether the initiative would appear on the ballot exactly as written if sufficient signatures were obtained.

Mr. Hanek responded that additional review would occur before any ballot placement, including examination of the language by election authorities. He reiterated his earlier concern that portions of the proposal appeared difficult to interpret and suggested that the drafting process may have relied heavily on artificial intelligence-generated language. Based on his reading, he believed there could be challenges in translating the proposal into clear ballot language, though he emphasized that this was only his personal assessment.

Mr. Nevar clarified that before any consideration of ballot language could occur, petitioners must first satisfy the threshold requirement of obtaining enough valid signatures. Until the Medina County Board of Elections certifies that the petition contains signatures equal to ten percent of the City's electorate from the last gubernatorial election, no further substantive review would be necessary. If that threshold is not met, the process would effectively end at that point.

Mr. Hanek added that the filing of the petition does not prohibit future discussion of the issues it seeks to address. While he believed the petition may be related to the topic of Flock camera technology, he acknowledged that the proposal's exact purpose was not entirely clear. He reiterated that the filing represented the first step in a citizen-driven process authorized by the City Charter.

With no further discussion regarding the initiative petition process, Mr. Hanek again emphasized that the matter was being presented solely to explain the procedural steps now underway and to acknowledge that a citizen had exercised a right provided under the City Charter.

EXECUTIVE SESSION:

Mr. Delsanter moved to go into Executive Session at 6:39 p.m. to consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee or official, seconded by Mr. Kuczma.

Roll Call - Ayes – 7, Roll Call - Ayes – 7, Mr. Abella Jr., Mr. Delsanter, Mr. Hanek, Mr. Kuczma, Mrs. Piper, Mr. Smith, Mr. Witsaman. Nays – 0

Mr. Kuczma moved to adjourn Executive Session at 7:02 p.m. Vote – 7 Ayes, 0 Nays

ADJOURNMENT:

Being no further business, Mr. Kuczma moved to adjourn at 7:02 p.m. Vote – 7 Ayes, 0 Nays

Submitted Respectfully,



Deborah Mullen
Assistant Council Clerk

PROPOSED LEGISLATION



DATE: 6/22/2026

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Nicholas Hanek

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 33-2026** - A resolution declaring March 6, 2027 as Random Acts of Kindness Day in the City of Brunswick. - **2nd Reading** (Parks, Recreation, and Community Committee, Council/Nicholas Hanek)

BACKGROUND: Random Acts of Kindness Day is an initiative designed to strengthen community spirit and foster goodwill, compassion and positive connections throughout the community through the intentional performance of acts of kindness (big or small) without expectation of return.

PURPOSE AND EXPLANATION: Council wishes to declare March 6, 2027, Random Acts of Kindness Day and to encourage residents and businesses to perform intentional acts of kindness.

IMPLEMENTATION SCHEDULE: Three readings.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

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

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

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 33-2026

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

A RESOLUTION DECLARING MARCH 6, 2027 AS RANDOM ACTS OF KINDNESS DAY IN THE CITY OF BRUNSWICK.

WHEREAS: Random Acts of Kindness Day is a low-cost, high-impact initiative designed to strengthen community spirit and foster goodwill, compassion and positive connections throughout the community through the intentional performance of acts of kindness (big or small) without expectation of return.

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

SECTION 1: That this Council hereby declares March 6, 2027 as Random Acts of Kindness Day in the City of Brunswick and encourages individuals, businesses and organizations to perform intentional acts of kindness to strengthen community spirit and foster goodwill, compassion and positive connections throughout the community.

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

PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____

Clerk of Council
Laura E. Timura, MMC

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

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

The recommendation from the administration to City Council would be for legislation to go into effect immediately upon 1st reading. An emergency is necessary due to equipment shortages and difficulty finding parts for current equipment.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 34-2026

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

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH VK FURNACE LLC TO REPLACE THREE (3) HVAC SYSTEMS FOR THE DIVISION OF POLICE AND CITY HALL KITCHEN AND LUNCHROOM IN AN AMOUNT NOT TO EXCEED \$199,000.00.

WHEREAS: The City of Brunswick received one (1) bid to replace three (3) HVAC systems for the Division of Police and City Hall kitchen and lunchroom, in accordance with public bidding requirements; and

WHEREAS: The received public bid was opened on June 11, 2026, with VK Furnace LLC determined to be the lowest and/or best bidder.

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

SECTION 1: That the City Manager, with the approval of the Law Director, is hereby authorized and directed to enter into an Agreement with VK Furnace LLC, the lowest and/or best bidder, to replace three (3) HVAC systems for the Division of Police and City Hall kitchen and lunchroom in an amount not to exceed \$199,000.00.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety or welfare, and for the additional reason that immediate passage is necessary to allow for immediate replacement of the HVAC systems due to equipment and part shortages necessary to repair the existing system. 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

SPECIFICATIONS AND BID DOCUMENTS

FOR

**THE PURCHASE AND INSTALLATION OF HEATING, VENTILATION, AND
AIR CONDITIONING UNITS**

**City of Brunswick
4095 Center Road
Brunswick, OH 44212**

2026

**Carl S. DeForest
City Manager/Safety Director**

**Re-Bid Number: 2026-006
Date: June 11, 2026 at noon**

City of Brunswick
4095 Center Road
Brunswick, Ohio 44212

LEGAL ADVERTISEMENT

By the order of the Council of the City of Brunswick, sealed bids will be accepted by the Office of Administrative Services at City Hall until 12:00 noon local time on June 11, 2026, and opened and read immediately for the following:

Re-Bid Number: 2026 – 006 The Purchase and Installation of
Heating, Ventilation and Air
Conditioning Units

Proposals must be submitted in accordance with the specifications and bid forms on file in the Office of Administrative Services.

Carl DeForest
City Manager / Safety Director

Published 6/2: 6/9

TABLE OF CONTENTS

Legal Notice	Page 1
Instructions	Page 2 - 8
Proposal Contract Forms	Page 9 - 10
Scope of Professional Services	Page 11 - 14

**PLEASE DO NOT DETACH ANY PORTION OF THIS BID PACKAGE.
CITY OF BRUNSWICK, OHIO**

INSTRUCTIONS TO BIDDERS

DEFINITIONS: The term "Bidders" shall mean the corporation, partnership, or individual proposing or under contract to furnish material, labor, and/or equipment listed in the specifications. The term "City" shall mean the City of Brunswick, Ohio.

PROPOSALS: Proposals must be submitted on the forms furnished by the City, and obtained from the Office of Administrative Services, 4095 Center Road, Brunswick, Ohio 44212. Bids must be enclosed in a sealed envelope bearing the name of the bidder, the general items bid on, and the date the bids are to be opened. Bids will be received at the Office of Administrative Services, Brunswick Municipal Services Center, 4095 Center Road, Brunswick, Ohio 44212, on the date and time specified in the Legal Notice. Bids will be opened and read in Council Chambers immediately following. The official time clock is in the Office of Administrative Services. As bids are received, they will be date and time stamped. No late bids will be accepted.

COMPETENCY OF BIDDERS: No bid will be considered unless the bidder submitting the same shall furnish evidence satisfactory to the City that he has the necessary equipment, ability, and financial resources to fulfill the conditions of the contract and the specifications. Previous experience and responsibility of the bidders will be considered in awarding the contract. No contract will be awarded to any bidder who is in arrears to the City upon debt of contract or who is a defaulter or otherwise upon obligation to the City.

WITHDRAWAL OF BIDS: No bids may be withdrawn for at least sixty (60) days after the scheduled closing time for the receipt of bids.

ACCEPTANCE OR REJECTION OF BIDS: The City of Brunswick reserves the right to accept proposals at any time within sixty (60) days after same are received as provided, the acceptance of which shall not be considered an exclusive contract with the winning bidder. The bidder shall submit his proposal on the Proposal-Contract Forms provided by the City. The City reserves the right to reject any and all bids. In determining the award, each item may be considered separately, and separate contracts may be awarded within the corporate limits of the City of Brunswick.

PRICES BID: Prices bid for the various items shall be stated on the appropriate spaces on the Proposal-Contract Forms. All bids will be considered informal which contain items not specified on the Proposal-Contract Forms. Prices for materials and equipment shall include hauling and delivery charges to any place designated on the City Purchase Order within the corporate limits of the City of Brunswick.

INSTRUCTIONS TO BIDDERS – continued

DURATION OF CONTRACT: Prices shall be fixed for a one-year period, or as specified, and shall include all material, equipment, labor and/or service ordered or delivered during the period. All prices quoted shall be for a definite fixed price, unless otherwise outlined in the specifications. Such prices shall exclude all Federal, State and local taxes which the City is exempt from. The contract may be terminated by the City, with or without cause, which termination shall be effective immediately upon provision of written notice.

DISADVANTAGED BUSINESS ENTERPRISE POLICY: It is the policy of the City of Brunswick to utilize Disadvantaged Business Enterprises in all areas, and they are encouraged to participate in all bidding to the maximum extent feasible.

EQUAL EMPLOYMENT OPPORTUNITIES/NON-DISCRIMINATION/AFFIRMATIVE ACTION:

A. Municipal Purchase Contracts – Pursuant to Ohio Revised Code Section 125.111, as may be amended from time to time, bidder agrees:

(1) That, in the hiring of employees for the performance of work under the contract or any subcontract, the contractor or subcontractor, shall not by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That the contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall not discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry; and

(3) That such contractor has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code, and each such contractor shall file an annual description of the affirmative action program and a progress report on its implementation with the Ohio Department of Development.

INSTRUCTIONS TO BIDDERS - continued

B. Municipal Construction Contracts – Pursuant to Ohio Revised Code Section 153.59, as may be amended from time to time, bidder agrees:

(1) That, in the hiring of employees for the performance of work under the contract or any subcontract, the contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall not discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates; and

(2) That the contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, shall not discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.

ITEMS: Bidders may bid on any or all items unless otherwise outlined in the specifications.

NAME OF BIDDERS: Each proposal must contain the full name and address of each person or company interested therein. In the case of a partnership, the name and address of each partner must be stated on the Proposal/Contract Form. The firm corporate or individual name of the bidders must be signed by the bidders in the space provided for signature on the Proposal/Contract Form. In the case of a corporation, the title of the officer signing must be stated. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of firm". In the case of an individual, use the term "doing business as VK Fuchs or "Sole Owner".

BID DEPOSIT: Each proposal must be accompanied by a certified check, money order or bid bond in the amount of ten percent (10%) of the bid, made payable to the City of Brunswick, as a guarantee that if a proposal is accepted, a contract will be entered into with the City.

FORFEITURE OF BID DEPOSIT: The bidder to whom the contract is awarded will be required to execute a written contract with sureties within ten (10) days from the date that he/she is notified of the award. In case of failure to do so, he/she or they will be considered as having abandoned the contract. The bid deposit accompanying the proposal shall thereupon be forfeited to the City of Brunswick, in addition to any other remedy to which the City may be entitled. The work may then be re-advertised or let to the next lowest and best bidder.

INSTRUCTIONS TO BIDDERS - continued

CONTRACT BOND: The successful bidder may be required to furnish an approved bond for the faithful performance of the contract, in the amount of 100% of the contract price. Such bond shall be that of an approved surety company or personal bond which sureties or persons do not have an interest in the contract, or if interested, collateral security shall be furnished, all of which is to be to the satisfaction of the Director of Law of the City of Brunswick. In lieu of a performance bond, the city may elect to hold the certified bid check, submitted with the bid proposal, until the contract has been fulfilled.

PURCHASES: After a contract has been signed, it shall only become operative upon delivery to the successful bidder a duly signed purchase order, phone or facsimile request. The City shall only be obligated under the contract to the extent of the individual order placed. The City of Brunswick shall not be liable for any claims in the event the total quantity of material ordered under the contract should prove to be greater or less than the estimated amount in the specifications.

DELIVERY: The bidder agrees to make delivery of supplies and materials within a reasonable period from the time the authorized orders are placed, as stated in the specifications of this package. If deliveries are not made within such a time period, the City may purchase such items in the open market; and if the individual prices paid by the City shall be greater than the contract price, the bidder agrees to reimburse the City for any losses that they may thereby sustain.

PAYMENT OF INVOICES: Invoices shall be due on the 10th of the month following that in which deliveries are made, provided all terms of the contracts have been fulfilled to the full and complete satisfaction of the City. All invoices should be mailed to the attended of the Department/Division Head. Payments may be made on a basis of estimated partial completion of work or delivery, and a percentage of each partial payment withheld by the City until completion of the contract, and a percentage of the final estimate withheld by the City for a specified period as a guarantee. Such procedure for partial payments must be provided for in the specifications required by the contract, then, in such event, the City may cancel this contract upon written notice to the bidder.

WORKER'S COMPENSATION: The bidders shall comply to State law known as the Workman's Compensation Act, and shall pay into the State Insurance Fund, the necessary premium required by the act to cover all employees working under the control of the bidders, and shall relieve the City of Brunswick from any costs due to accidents or other liabilities mentioned in said Act. He/she shall furnish, at the time of delivery of this contract, and at such other times as may be required, the official certificate or receipt showing that the payments hereinbefore referred to have been made.

INSTRUCTIONS TO BIDDERS - continued

LIABILITY: The bidders shall defend, indemnify, and save harmless the City of Brunswick, its' officers and agents from all claims, demands for payments, suits, actions, recoveries and judgments of every description, whether or not well founded in law, brought or recovered against it, by reason of any act or omission of said bidder, his/her agents or employees, in the execution of the contract or in consequence of insufficient protection, or for the use of any patented invention by said bidder, and a sum sufficient to cover aforesaid claims may be retained by the City of Brunswick from monies due or to become due under this contract until such claims have been discharged or satisfactorily secured.

ROYALTIES AND LICENSE FEES: The bidders shall pay all royalties and license fees. The bidder herein agrees to assume and save the City of Brunswick, its' officers and/or agents harmless from liability of any kind or nature whatsoever arising out of the use by the City, it's officers an/or agents of any apparatus, or mechanism which may be furnished or installed by the bidder under the terms of this contract, including copyright infringements and to defend the City of Brunswick from any and all such liabilities whether or not such claims are well founded in law.

LIABILITY INSURANCE: The successful bidder **MUST** carry Public Liability Insurance with limits of at least \$2,000,000 to protect the City of Brunswick, Ohio, and said bidder shall comply with the requirements of all Federal and State Laws and Regulations relating to Social Security, Unemployment Insurance and Workman's Compensation so that the City of Brunswick, Ohio, will not be liable in any way for any claim evolving from said work in carrying out the contract.

In addition to, and not to be construed as limiting, any of the liability insurance requirements as set forth above, liability insurance shall also include Automobile Liability Insurance. Furthermore, it shall be the responsibility of the bidder to show proof, that all required insurance coverages are in effect at the time of the bid opening and that such policies will remain in effect throughout the term of this contract. The successful bidder will be required to name the City of Brunswick as an additional insured on any or all of the policies in existence during the term of this contract. Certificates of Insurance naming the City of Brunswick as an additional insured will be required prior to any performance of work under this contract.

Should a certificate of insurance expire during the term of the project, it is the Contractor's responsibility to insure that the City of Brunswick receives updated certificates. These certificates should be given to Administrative Services.

EXAMINATION OF WORK SITE: All bidders are expected to carefully examine the site (City of Brunswick, Ohio) of the proposed work and fully acquaint themselves with the conditions as they exist so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work under this contract. The submission of a bid shall be considered evidence that the bidder has made such examinations and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the plans, specifications, special provision, general conditions and contract.

INSTRUCTIONS TO BIDDERS - continued

LISTS, DOCUMENTS AND/OR REPORTS: All lists, documents, reports and/or clerical information received to complete the requirements of the contract shall be presented in a concise, comprehensive, detailed, legible, easy to follow, formatted manual to aid in the implementation by the City's staff. All manuals shall be of such type to allow the ease of removal of individual pages and/or sections of the materials and shall be on standard 8-1/2 x 11 inch or 8-1/2 x 14 inch sheets. Sample copies of all such manuals, lists, documents, reports, and/or clerical information shall be submitted with the bid proposal as required.

DELIVERY AND/OR COMPLETION OF CONTRACT: If delivery and/or completion of the terms of this contract is not made within the time specified herein, a penalty shall be assessed in the amount of five percent (5%) of the total contract price, per day, and the same penalty be deducted from the final billing under this contract. Subsequent presentations (no more than 2) of the data contained in the final product manuals, may be required to be made to the City of Brunswick City Manager/Safety Director, City Council, and/or the Administrative Services Manager or at no additional cost to the City.

INTERPRETATION OF CONTRACT DOCUMENTS: If any person contemplating the submission of a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, he or she should submit a written request for interpretation thereof, to the Administrative Services Manager. The person making the request will be responsible for its prompt delivery, duly issued and mailed or delivered to each person receiving a set of bid documents within a reasonable period of time in relation to the bid letting and opening dates.

The City of Brunswick will not be responsible for explanations or interpretations of the proposed documents and will not be responsible for its prompt delivery. Any interpretation of the contract documents will be made only on addenda, duly issued and mailed or delivered to each person receiving a set of bid documents. The City of Brunswick will not be responsible for explanations or interpretations of the proposed documents except as issued in accordance herewith.

No interpretation or explanation of the proposed plans, specifications or other proposed documents will be considered if received by the Administrative Services Coordinator within ten (10) working days prior to the specified time of the opening of the bid documents.

DESCRIPTIVE DATA: Bidders should include details concerning personnel, expertise, financial and other related information to aid the City in the selection process. Include in the proposal information on your company structure, including identification of principals, office locations, number of personnel, last audited financial statement and other related information which would provide a brief overview and history of your firm. Using examples of previous work, demonstrate that your firm has had appropriate experience to undertake the intended work project. Include information concerning the overall management and ability of your firm to

INSTRUCTIONS TO BIDDERS - continued

meet completion schedules and performance standards. Include names, addresses and telephone numbers of client contact persons with a direct knowledge of the performance of your firm on the referenced projects. Describe all relevant pending assignments of your firm. Include the status, nature of your firm's participation and completion dates of the projects. Submit descriptions, qualifications, and responsibilities of the staff to be assigned to the project.

SUBCONTRACTORS: Any and all subcontractors permitted to perform any work under this contract as stipulated, shall be bound by all conditions and specifications contained herein, specifically, but not limited to the above referenced insurance requirements. It is the total responsibility of the contractor to ensure that all such conditions and specifications are met by the subcontractors and that any or all required forms are filed with the City of Brunswick.

OTHER: Substitution of the specifications, requirements of the general conditions, or time limitations, shall render the bid informal. The City of Brunswick reserves the right to reject any and all bids, and to waive any informality in any bid, if it is in the best interest to do so.

INCORPORATION: All terms and conditions contained herein shall be incorporated into the contract documents by reference.

PROPOSAL - CONTRACT FORM

Statement Regarding personal Property Taxes

I, Victor Kobmyets, owner of

Vk Furnace, do hereby certify that this firm or person

IS NOT delinquent in the filing and/or paying of personal property taxes in Medina County.
(Circle One)

If the answer is in the affirmative, please submit a statement listing the year or years of delinquency and the amounts.

NAME OF FIRM: ~~Vk Furnace LLC~~

ADDRESS: _____

PHONE No.: _____

SIGNED: _____

STATE OF OHIO)
SS)
MEDINA COUNTY)

Sworn to and scribed in my presence this 22nd day of May, 2026.



NATALIE M. MARTINSON
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES
06-28-26

Natalie M Martinson
Notary Public

NOTE: Statement regarding Personal Property Taxes in Medina County. If the business is not located in Medina County, please add a brief explanation to the above statement to the effect that no taxes are owed to Medina County (if such is the case), or to the county which the business is located.

Ohio Revised Code Section 5719.042

**DETAILED SPECIFICATIONS FOR THE
PURCHASE AND INSTALLATION OF HEATING, VENTILATION, AND AIR
CONDITIONING UNITS FOR THE DIVISION OF POLICE**

DESCRIPTION

The City of Brunswick is desirous of purchasing and installing three (3) Heating, Ventilation, and Air Conditioning Units for the City of Brunswick, Division of Police.

All equipment quoted shall be brand new, no used parts or units will be accepted.

The price or prices quoted shall be "Delivered to the City of Brunswick" and include all labor and materials to complete the job. Delivery shall be within thirty (30) days of bid award or list first available date.

The equipment shall meet or exceed the following specifications:

This is a design/build bid. A structural engineer must certify that the correct size unit to supply heat/ air-conditioning is installed per the square feet and ceiling height. Structural engineer must certify that the proposed rooftop unit weight is acceptable for the Police Department, jail and kitchen areas.

Fabricate and install any sheet metal transitions as required for supply and return air duct work on roof.

Contractor must remove and dispose of existing unit off-site, reconfigure and install new curb adapter.

- Positioning of new unit to fit without obstruction from additional equipment on roof.
- Rig and install new heating and cooling unit
- Reconfigure new ductwork to match new HVAC unit
- Install new wall thermostat in each space area with digital controls in cloud

Piping of all condensate drains to roof drains shall be included. All connections for gas and electrical transitions shall be included and connected to the existing control system.

Contractor shall be responsible for all tools and labor necessary for a complete and professional installation including checking, testing and start-up. Any and all rigging requirements shall be the responsibility of the Contractor.

Engineer must do a heat/load calculation to determine correct size for air-conditioning. (ex. 40 Ton Unit).

An Engineer must also certify that the correct tonnage unit will be used for the Police Department, jail and kitchen space, not to cause any type of condensation issues. Plans must be reviewed to note proper insulation in the walls and roof to prevent condensation or moisture build-up.

Contractor must be a State of Ohio licensed HVAC contractor. Contractor must also be registered with the City of Brunswick.

Area 1: Police Department

Police Department 15 Ton System American Standard Symbio 700 Equipment Controller -5 years parts and labor warranty & Zoning Upgrade with LIFETIME parts warranty and 5 years labor warranty.

-Equipment furnish and install one (1) 15 Ton American Standard Precedent Rooftop Units Cooling and Gas /Electric High Efficiency – 60 Hz unit (208/230 V/60/3; R-454B Refrigerant). This unit will replace the existing YCD181E3HOB system.

-Accessories includes installation of a matched 15-25T economizer, fresh air options module, discharge air sensors, duct smoke detectors with multi-signaling test station, and a new 200A disconnect with 80A time-delay fuses.

-Zoning System Replacement: Remove the existing zoning system and install a new Arzel “Nomadic” 12 Zone System with LIFETIME parts warranty and 5 years labor warranty.

-Zoning Components includes new main control panels, necessary round dampers (8”, 10”, 12” and 14”), comprehensive pneumatic tubing installation, twelve (12) T10+ Pro thermostats, and all required low voltage wiring.

Area 2: Jail Area

Jail (10- ton American Standard System Symbio 700 Equipment Controller with 5 years parts and labor warranty.)

-Equipment: Furnish and install one 10 Ton High Efficiency American Standard Rooftop Unit (208/230V60/3). R-454B Refrigerant)

-Accessories: Includes installation of a matched 6-12.5T economizer, fresh air options module, discharge air sensors, duct smoke detectors with multi-signaling test station, and a new 100A disconnect with 80A time-delay fuses.

Area 3: Kitchen

Kitchen (4 Ton American Standard System with 5- year parts and labor warranty)

-Equipment: Furnish and install one (1) 4 Ton High Efficiency American Standard Rooftop Unit

(208/230V/60/3, R-454B Refrigerant) This unit will replace the existing YCD48A3H0AB system.

-Accessories: Includes installation of a matched 3-5T economizer, fresh air options module, discharge air sensors, and a new 60A disconnect with 40A time-delay fuses.

-Structural: Include installation of a custom curb adapter (T-255) to ensure proper fitment to the existing roof structure.

In order to assure proper evaluation of bids, each bidder shall provide the following within the bid package. *Failure to include these items may be grounds for rejection of the bid.*

- A. Brochures and published specification sheets for each item proposed.
- B. The exact and complete model number for each unit proposed.
- C. The published warranty statement applicable to the equipment proposed.
- D. Information on rebates, promotions, etc., if any.

EXCEPTIONS TO BID

The Bidder shall list, on a separate sheet of paper, any variations from or exceptions to, the conditions and specifications of this bid. This shall be labeled, "Exceptions to Bid Conditions and Specifications" and shall be attached to the bid.

If a sheet stating exceptions to bid conditions and specifications is not included, the bid will not be considered to meet all bid conditions or specifications.

For clarification of information, or to arrange to visit the site, please contact Grant Aungst, Community and Economic Development Director at 330-558- 6875.

Revised Exception Statement

Subject: Modification of Performance Schedule and Payment Terms

The bidder takes exception to the requirement that delivery and installation be completed within thirty ~~45~~ days of the bid award. The bidder proposes that the thirty ~~45~~ day performance clock shall commence two (2) weeks following the date of the City's official contract approval. This adjustment is requested to allow for necessary equipment procurement, coordination of labor, and site preparation to ensure a professional and seamless installation.

Additionally, the bidder proposes the following progress payment schedule to support project milestones:

First Draw (1/3 of total contract price): Payable upon completion of the kitchen unit and jail area installation.

Second Draw (1/3 of total contract price): Payable upon completion of the zoning system installation.

Final Draw (Remaining 1/3 of total contract price): Payable upon final project completion and acceptance by the City.

we will need unrestricted Access to the building during zoning system replacement. please provide a badge for our crew or assign a staff member.



Liberty Mutual Surety: National Bond Center
350 E. 96th Street
Indianapolis, IN 46240
(888) 844-2663 Fax: (866) 547-4883

BID BOND RESULTS

You have received a bid bond for the project listed below. Once bid results are in, please complete the Bid Results Section and return this to your agent or Liberty Mutual Surety underwriter or underwriting assistant at the office listed above. If you do not know the results other than your own, please indicate in the Comments.

Reference #: **BID-0036802**
Contractor Name: **VK Furnace LLC**
Bid Date: **June 8, 2026**
Bid Amount: **100% of Bid Amount**
Est. Contract Amount: **\$200,000.00**
Obligee: **Brunswick City Police Department**
Project Description: **Bid #2026-005 Heating, Ventilation and air conditioning units - Division of Police**

----- *BID RESULTS SECTION* -----

Contractor Name _____ 1st low bid \$ _____

Contractor Name _____ 2nd low bid \$ _____

Contractor Name _____ 3rd low bid \$ _____

If you are the low bid and the spread between your bid and the 2nd low bid is more than 10% please explain: _____

If you are not in the top 3 low bids, what is your bid price? \$ _____

Comments: _____



POWER OF ATTORNEY

The Ohio Casualty Insurance Company

Principal: VK Furnace LLC

Agency Name: FOUR STAR INSURANCE AGENCY INC

Bond Number: BID-0036802

Obligee: Brunswick City Police Department

Bid Bond Amount: (100% of Bid Amount) One Hundred Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Carolyn Banks in the city and state of Seattle, WA, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 9th day of June, 2026.



The Ohio Casualty Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF MONTGOMERY

On this 9th day of June, 2026, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 9th day of June, 2026.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

BID GUARANTY AND CONTRACT BOND

(SECTION 153.571 OHIO REVISED CODE)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned
VK Furnace LLC

(Name)

12687 Ponderosa Dr, North Royalton, OH 44133

(Address)

as Principal and The Ohio Casualty Insurance Company as surety, are hereby held and firmly bound unto

Brunswick City Police Department

as Oblige in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on June 8, 2026

to undertake the project known as: Bid #2026-005 Heating, Ventilation and air conditioning units - Division of Police

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of _____

dollars

(If the above is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred project;

NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Oblige may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Oblige does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Oblige accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Oblige against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefor; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Oblige herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED, SEALED AND DATED June 9, 2026

PRINCIPAL:

VK Furnace LLC

By: 

Title:

SURETY:

The Ohio Casualty Insurance Company

By: 

Carolyn Banks

Attorney-in-Fact

SEC. 9.32 REQUIRES AWARDED AUTHORITIES, SIMULTANEOUSLY WITH NOTICE OF AWARD TO CONTRACTOR, TO GIVE WRITTEN NOTICE TO SURETY AND AGENT.

SURETY COMPANY ADDRESS:

The Ohio Casualty Insurance Company

175 Berkeley Street, Boston, Massachusetts 02116

SURETY AGENT'S ADDRESS

FOUR STAR INSURANCE AGENCY INC

5835 PEARL RD, PARMA, OH 44130-2160





Business Registration Bond Form

Effective Date: February 17th, 2026

Business Registration Bond Form

BOND NO. 67782729
(Required prior to registration)

KNOW ALL MEN BY THESE PRESENTS, that VKFURNACE LLC doing business as (the "Principal"), and WESTERN SURETY COMPANY as (the "Surety"), are held and firmly bound unto the City of Brunswick, Ohio (the "Obligee"), in the sum of Twenty-Five Thousand Dollars (\$25,000.00) for payment of which, well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. Witness our hand and seals this 17th Day of February, 2026 and we hereby certify that this bond shall be effective and in force from this date through December 31, 2026

The conditions of the above obligations are such that:
Whereas, the said Principal made application to the City of Brunswick, Ohio, for a Certificate of Registration as a contractor to engage in the business of:

<input type="checkbox"/> GENERAL CONTRACTOR	<input type="checkbox"/> ELECTRICAL <small>PROVIDE STATE LICENSE</small>	<input type="checkbox"/> PLUMBING <small>PROVIDE STATE LICENSE</small>	<input checked="" type="checkbox"/> HVAC <small>PROVIDE STATE LICENSE</small>	<input type="checkbox"/> REFRIGERATION <small>PROVIDE STATE LICENSE</small>	<input type="checkbox"/> HYDRONICS <small>PROVIDE STATE LICENSE</small>
<input type="checkbox"/> FIRE PROTECTION <small>PROVIDE STATE LICENSE</small>	<input type="checkbox"/> CONCRETE	<input type="checkbox"/> LANDSCAPING	<input type="checkbox"/> ROOFING	<input type="checkbox"/> EXCAVATING	<input type="checkbox"/> LOW VOLTAGE
<input type="checkbox"/> WATERPROOFING	<input type="checkbox"/> SIGN	<input type="checkbox"/> FENCE	<input type="checkbox"/> MASONRY	<input type="checkbox"/> POOLS	<input type="checkbox"/> TREE SERVICE
<input type="checkbox"/> RIGHT-OF-WAY	<input type="checkbox"/> OVERHEAD	<input type="checkbox"/> FIBER	<input type="checkbox"/> INSULATION	<input type="checkbox"/> OTHER	

within the City of Brunswick, from this date and throughout the calendar year of 2026, which ends December 31, 2026, in accordance with the provisions of the Codified Ordinances of the City of Brunswick.

Now therefore, if the said Principal (including its officers, employees and agents) shall faithfully observe all the duties and discharge all the obligations incurred during said registration period under the Ordinances of the City of Brunswick, Ohio, applying to the construction, alterations, repair, addition to, subtraction from, reconstruction or remodeling of any building structure, or appurtenance thereto, or any part thereof, and the Ordinances applying to landscaping, property restoration, underground construction and/or work within the public right of way and utility easements, and all the lawful orders of the City of Brunswick, Ohio, issued under said Ordinances, then this obligation shall be void, otherwise, the same shall be and remain in full force and effect: the undersigned agreeing and consenting that this undertaking shall be for the benefit of any party damaged by the Principal's failure to comply with the duties, terms, conditions, provisions and requirements of the Ordinances of the City of Brunswick, Ohio, applying to such work and the lawful orders of the City of Brunswick, Ohio, issued under such Ordinances, as well for the benefit of the Obligee herein, and either or both may bring action on the bond, but such action must be commenced within two (2) years after the expiration of the Principal's registration.

	Date	<u>WESTERN SURETY COMPANY</u> 	<u>02/17/2026</u> Date
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Principal (see NOTE below)

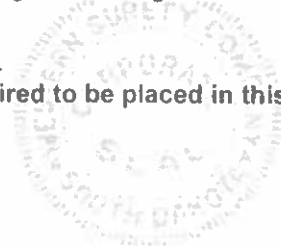
Bond (see NOTE below)

VKFURNACE LLC
Print Name of Principal

Larry Kasten, Vice President
Print Name of SURETY or Agent Executing Bond

12687 PONDEPOSA DRIVE, North Royalton, OH 44133
Address of Principal

SEAL
Required to be placed in this location



NOTE: ATTACH POWER OF ATTORNEY If this Bond is executed by any agent for a Principal or a Surety, such Agent must affix a copy of his Power of Attorney or other evidence of authority to execute the Bond. If the Surety is a non-resident corporation of the State of Ohio, its authority to do business in Ohio must, likewise, be attached hereto

Approval by Bldg. Dept. _____ Date _____

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond:

One HVAC City of Brunswick

bond with bond number 67782729

for VKEURNACE LLC

as Principal in the penalty amount not to exceed: \$ 25,000.00

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 17th day of February

2026

ATTEST

L. Bauder

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

Larry Kasten

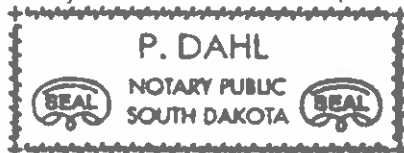
Larry Kasten, Vice President



STATE OF SOUTH DAKOTA)
COUNTY OF MINNEHAHA) ss

On this 17th day of February, 2026, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder

who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation



P. Dahl

Notary Public

My Commission Expires June 18, 2031

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/17/2026

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

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

PRODUCER		CONTACT NAME: Four Star Insurance	
Four Star Insurance		PHONE (A/C, No, Ext): (440) 882-2000	FAX (A/C, No): (440) 888-0320
5835 Pearl Road		E-MAIL ADDRESS: agency@fourstarinsurance.com	
Parma OH 44130		INSURER(S) AFFORDING COVERAGE	
		INSURER A: UTICA FIRST INS CO	NAIC # 15326
INSURED		INSURER B:	
VKFURNACE LLC		INSURER C:	
12687 Ponderosa Dr		INSURER D:	
North Royalton OH 44133		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ART3000932870	06/14/2025	06/14/2026	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
	GEN'L AGGREGATE LIMIT APPLIES PER							MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	<input type="checkbox"/> OTHER						GENERAL AGGREGATE	\$ 2,000,000	
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	<input type="checkbox"/> ANY AUTO							\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$						\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E L EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE	\$	
							E L DISEASE - POLICY LIMIT	\$	

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

CERTIFICATE HOLDER	CANCELLATION
City of Brunswick - Division of Building	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
4095 Center Road	AUTHORIZED REPRESENTATIVE
Brunswick OH 44212	Ivan Voytovych

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