

BRUNSWICK CITY COMMITTEE-OF-THE-WHOLE

Agenda

JULY 13, 2026

6:10 PM

or Immediately Following
Economic Development Committee

1. Discussion Items
 - (a) Medina County Board of Developmental Disabilities - Stacey Maleckar
2. Motion Items
3. Review Legislation
 - (a) **ORD. NO. 35-2026** - An emergency ordinance to approve the editing and inclusion of certain ordinances as components of the codified ordinances; to provide for the adoption of new legislation in the updated revised codified ordinances; and to repeal the ordinances in conflict therewith. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Laura Timura*)
 - (b) **RES. NO. 36-2026** - A resolution appointing Nicholas J. Hanek as City Manager/Safety Director of the City of Brunswick. - **1st Reading** (To be brought from Committee-of-the-Whole, *Council/Joseph Delsanter*)
4. General Discussion
5. Executive Session
 - (a) Motion to go into Executive Session: (1) to consider confidential information related to the marketing plans, specific business strategy, production techniques, trade secrets, or personal financial statements of an applicant for economic development assistance where such information is directly related to a request for economic development assistance that is to be provided or administered under any provision of Chapter 715., 725., 1724., or 1728. or sections [701.07](#), [3735.67](#) to [3735.70](#), [5709.40](#) to [5709.43](#), [5709.61](#) to [5709.69](#), [5709.73](#) to [5709.75](#), or [5709.77](#) to [5709.81](#) of the Revised Code, or that involves public infrastructure improvements or the extension of utility services that are directly related to an economic development project, as necessary to protect the interests of the applicant or the possible investment or expenditure of public funds to be made in connection with the economic development project; and (2) to consider the purchase of property for public purposes, the sale of property at competitive bidding, or the sale or other disposition of unneeded, obsolete, or unfit-for-use property.
6. Adjournment

PROPOSED LEGISLATION



DATE: 7/13/2026

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Nicholas Hanek

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 35-2026** - An emergency ordinance to approve the editing and inclusion of certain ordinances as components of the codified ordinances; to provide for the adoption of new legislation in the updated revised codified ordinances; and to repeal the ordinances in conflict therewith. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Laura Timura*)

BACKGROUND: Section 3.18b. of the City Charter provides for the general codification of all City ordinances and resolutions having the force and effect of law and requires that such codification be kept current.

PURPOSE AND EXPLANATION: American Legal Publishing has completed its updating and revision of the Codified Ordinances of the City. Various ordinances of a general and permanent nature that have been enacted by Council since the date of the last updating and revision of the Codified Ordinances need to be included in the Codified Ordinances of the City. Certain changes made in the Codified Ordinances to bring City law into conformity with State law.

IMPLEMENTATION SCHEDULE: One reading with emergency and suspension of the rules.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: As of May 31, 2026, \$19,535.00 remained on the American Legal Publishing P.O. #2026-62404A for services related to keeping the Codifieds up to date. This P.O. is encumbered to account #001-0100-54279, and the original amount of the purchase order was \$20,000.00.

RECOMMENDED ACTION:

One Reading	Yes
Two Readings	No
Three Readings	No

Emergency	Yes
Suspension of Rules	Yes

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

That it is immediately necessary to have an up-to-date codification of the laws of the City, pursuant to Section 3.18b. of the City Charter, that is in conformity with State Law, where such conformity is required by Article XVIII, Section 3, of the Ohio Constitution, with which to administer the affairs of the City and to preserve law and order of the City.

**ADDITIONAL
INFORMATION:**

CITY OF BRUNSWICK, OHIO
ORDINANCE NUMBER 35-2026

By: Committee of the Whole

AN EMERGENCY ORDINANCE TO APPROVE THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS COMPONENTS OF THE CODIFIED ORDINANCES; TO PROVIDE FOR THE ADOPTION OF NEW LEGISLATION IN THE UPDATED REVISED CODIFIED ORDINANCES; AND TO REPEAL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS: Section 3.18b. of the City Charter provides for the general codification of all City ordinances and resolutions having the force and effect of law and requires that such codification be kept current; and

WHEREAS: American Legal Publishing has completed its updating and revision of the Codified Ordinances of the City; and

WHEREAS: Various ordinances of a general and permanent nature that have been enacted by Council since the date of the last updating and revision of the Codified Ordinances need to be included in the Codified Ordinances of the City; and

WHEREAS: Certain changes made in the Codified Ordinances to bring City law into conformity with State law.

THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the editing, arrangement, and numbering or renumbering of the ordinances and parts of ordinances attached hereto as “Exhibit “A” as though fully herein written, are hereby approved as parts of the various component codes of the Codified Ordinances of the City of Brunswick, Ohio, so as to conform to the classification and numbering system of the Codified Ordinances.

SECTION 2: That the sections of the Traffic and General Offenses Codes, as amended and attached hereto as Exhibit “B” as though fully herein written, are hereby approved and adopted as amended or enacted so as to conform to enactments of the Ohio General Assembly.

SECTION 3: That all ordinances and resolutions and parts thereof that are in conflict with any of the provisions of the new matter approved, adopted, and listed on Exhibit “A” and in Section 1 are hereby repealed, except as follows:

- (a) The enactment of such matter shall not be construed to affect a right of liability accrued or incurred under any legislative provision prior to the effective date of such enactment, or any action or proceeding for the enforcement of such right or liability. Such enactment shall not be construed to relieve any person from punishment for an act committed in violation of any such legislative provision or to affect an indictment or prosecution therefor. For such purposes, any such legislative provision shall continue in full force notwithstanding its repeal for the purposes of revision and recodification.

(b) The repeal provided above shall not affect any legislation enacted subsequent to June 22, 2026.

SECTION 4: That a copy of this ordinance shall be posted as set forth in Section 222.01 of the Codified Ordinances. A copy shall also be furnished to City Officers, Medina County Law Library, and the Brunswick Public Library.

SECTION 5: That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety, and welfare, and for the additional reason that it is immediately necessary to have an up-to-date codification of the laws of the City, pursuant to Section 3.18b. of the City Charter, that is in conformity with State Law, where such conformity is required by Article XVIII, Section 3, of the Ohio Constitution, with which to administer the affairs of the City and to preserve law and order of the City. Therefore, this Ordinance and the May 2026 Replacement Pages for the Codified Ordinances, hereby approved, adopted, and enacted, shall be in full force and effect from and after its passage by the required number of votes, as set forth in Section 3.16 of the City Charter.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

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

EXHIBIT “A”

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
94-2025	11-24-25	1468.04, 1468.05
103-2025	12-15-25	Repeals 234.06
111-2025	12-15-25	November 2025 Replacement Pages
12-2026	3-9-26	Part 12, Appx. F
16-2026	3-9-26	866.02(c)
24-2026	4-13-26	624.01, 624.04, 624.06, 624.09, 624.12, 624.16

EXHIBIT “B”

Traffic Code

404.083	Impounding Vehicles on Public Property. (Amended)
432.38	Stopping for School Bus; Discharging Children. (Amended)
432.48	Restrictions on the Operation of School Buses. (Amended)
434.01	Driving or Physical Control While Under the Influence. (Amended)

General Offenses Code

606.10	Falsification. (Amended)
612.09	Hours of Sale or Consumption. (Amended)
618.01	Definitions. (Amended)
618.08	Registration of Dogs Required; Tags to Be Worn By Dogs. (Amended)
618.09	Transfer of Dog Ownership. (Added)
618.10	Requirement to Properly Confine or Restrain A Dog. (Added)
618.32	Vicious, Dangerous and Nuisance Dog Acts. (Added)
618.33	Vicious and Dangerous Dog Ownership Requirements. (Added)
618.26	Rabies Quarantine. (Added)
618.34	Duties After Dog Bites Person. (Added)
618.35	Sale and Transportation of Dogs. (Added)
618.36	Possession of Certain Dogs by Convicted Felons Prohibited. (Added)
624.01	Drug Abuse Definitions. (Amended)
624.12	Drug Paraphernalia. (Amended)
630.01	Gambling Definitions. (Amended)
642.01	Theft and Fraud Definitions. (Amended)
666.16	Dissemination of Private Sexual Images. (Repealed)

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 7/13/2026

TO: Members of City Council

FROM: Committee of the Whole

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 36-2026** - A resolution appointing Nicholas J. Hanek as City Manager/Safety Director of the City of Brunswick. **1st Reading** (To be brought from Committee-of-the-Whole, *Council/Joseph Delsanter*)

BACKGROUND: Carl S. DeForest will be separating employment, and Brunswick City Council is in the process of selecting and appointing a replacement as City Manager/Safety Director. Pursuant to Section 4.01(a) of the Brunswick City Charter, City Council appoints the City Manager/Safety Director, with a minimum of five (5) votes being necessary for appointment, who shall serve for an indefinite tenure at the pleasure of City Council.

PURPOSE AND EXPLANATION: Brunswick City Council had prepared the attached Employment Agreement and Resolution appointing Nicholas J. Hanek as City Manager/Safety Director effective April 5, 2027.

IMPLEMENTATION SCHEDULE: The intent is to be read for first reading on July 13, 2026.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Costs will be calculated in accordance with the agreement and included in the 2027 proposed appropriation budget.

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. 36-2026

BY: Committee-of-the-Whole

A RESOLUTION APPOINTING NICHOLAS J. HANEK AS CITY
MANAGER/SAFETY DIRECTOR OF THE CITY OF BRUNSWICK.

WHEREAS: Pursuant to Section 4.01(a) of the Brunswick City Charter, City Council appoints the City Manager/Safety Director, with a minimum of five (5) votes being necessary for appointment, who shall serve for an indefinite tenure at the pleasure of City Council.

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

SECTION 1: That Nicholas J. Hanek is hereby appointed as the City Manager/Safety Director of the City of Brunswick commencing April 5, 2027, who shall serve in such capacity for an indefinite tenure at the pleasure of City Council, pursuant to the terms and conditions of the Employment Agreement attached hereto as Exhibit "A".

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

CITY OF BRUNSWICK

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made and entered into this ____ day of _____, 2026, by and between the Council of the City of Brunswick, Ohio (the "Council"), a Municipal Corporation, hereinafter called "Employer", and Nicholas J. Hanek, hereinafter called "Employee" (collectively referred to herein as the "Parties") both of whom agree and understand as follows:

WITNESSETH:

WHEREAS, Employer desires to enter into an Employment Agreement with Nicholas J. Hanek covering salary and benefits for the position of City Manager/Safety Director of the City of Brunswick (the "City"), which employment is to commence on April 5, 2027 (the "Effective Date");

WHEREAS, it is the desire of the Council to provide certain benefits, to establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, the Parties acknowledge that, at or prior to the Effective Date, Employee shall be a member of the International City/County Management Association ("ICMA") and that Employee will be subject to the ICMA Code of Ethics.

WHEREAS, the Parties further acknowledge that Employee is licensed to practice law in the State of Ohio and is subject to the Ohio Rules of Professional Conduct.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

SECTION 1: DEFINITIONS

Except as qualified or otherwise revised in this Agreement, the terms herein listed shall denote the following:

A. "Benefits" shall mean and refer collectively to the following:

1. Sick Leave
2. Vacation Time
3. Automobile Allowance
4. Health Insurance
5. Life Insurance
6. Professional Development Expenses
7. Fidelity Bond
8. Cellular Telephone
9. Deferred Compensation

- B. "Charter" shall mean and refer to the Charter of the City of Brunswick, Ohio.
- C. "Compensation" shall mean and refer collectively to the "Salary" plus "Benefits".
- D. "Salary" shall mean and refer to the base annual salary, without addition of any other Benefit or element of Compensation included.

SECTION 2: DUTIES OF EMPLOYEE

Employer hereby agrees to the employment of said Employee, Nicholas J. Hanek, as City Manager/Safety Director of the City to perform such functions and duties as are specified in the Charter, including, but not limited to, Article IV, setting forth the appointment, qualifications, removal, resident requirements, and powers and duties, and to perform such functions and duties under the laws of the City of Brunswick and the State of Ohio and to perform other legally permissible and proper duties and functions as Council shall from time to time assign (collectively referred to herein as the "Duties").

SECTION 3: TERM

This Agreement shall remain in full force and effect until terminated by the Employer or the Employee as provided in Section 5 or 6 of this Agreement.

Subject only to the provisions set forth in Section 4 and 5 of this Agreement, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council to suspend or terminate the services of Employee at any time. The Parties recognize and accept that neither the existence nor the terms of this Agreement alter Employee's status as an at-will employee of the City.

In addition, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time, subject only to the provisions set forth in Sections 5 and 6 of this Agreement.

SECTION 4: SUSPENSION

Employer may suspend the Employee from his Duties at any time, with or without cause, pursuant to Article IV, Section 4.01 of the Charter, with or without continuation of some or all of Employee's Compensation, as five (5) members of the seven (7) constituted Council shall determine in their unfettered discretion.

SECTION 5: TERMINATION AND SEVERANCE BENEFITS

Employer may terminate Employee at any time, with or without cause, subject to the provisions of Article IV, Section 4.01 of the Charter, and subject to the provisions of this Section 5 of this Agreement.

In the event Employee is terminated for conviction of a crime of moral turpitude or of a felony ("for cause termination"), Employee is entitled to no Compensation of any kind under

this Agreement, including without limitation any Severance Benefits (defined below), for any period following the date of the commission of such crime.

Severance Benefits shall be paid to the Employee when employment is terminated by Council, for reasons other than for cause termination, then in that event Employer agrees to pay Employee a lump sum cash payment, unless otherwise agreed to by the Employer and Employee, due on the date designated as the last upon which Employee will perform Duties pursuant to this Agreement (the "Termination Date"), comprising the following Compensation elements (hereinafter collectively the "Severance Benefits");

1. Six (6) months of Salary, without payment of Employee's contribution to Ohio Public Employees Retirement System; and
2. Vacation Time accumulated and unused as of the Termination Date, subject to Section 12 of this Agreement.

Council, in any termination or removal proceeding, other than for cause termination as defined in this Agreement, shall not be bound by the requirements of Article IV, Section 4.01, of the Brunswick City Charter. Nothing in this Section 5, of this Agreement or the Charter creates, or shall be construed as creating, anything other than an at-will employment relationship between Employer and Employee.

Council, in any termination other than one involving a crime of moral turpitude or a felony, shall provide the Employee with thirty (30) calendar days written notice of intent to terminate. Nothing in this Section 5, of this Agreement or the Charter creates, or shall be construed as creating, anything other than an at-will employment relationship between Employer and Employee. The termination or removal procedure set forth in this Agreement for terminations other than for cause termination are in lieu of any inconsistent removal procedure contained in the Brunswick City Charter. In consideration of the Severance Benefits, the Employee waives any right to the removal procedures as set forth in Section 4.01 of the Charter for terminations other than for cause.

Employee agrees that in the event he is terminated under Section 5 of this Agreement or he resigns pursuant to Section 6 of this Agreement, he shall, within thirty (30) days before separation, create a satisfactory detailed exit report to Council describing all current activities and projects as well as detailing ongoing City matters and business interests to assist in any transition. Employee further agrees he will, at his own expense, take all necessary action and participate with any necessary transition with a successor City Manager/Safety Director as requested by Council. Employee also agrees that he will not use any information, data or source against the Employer to hinder City income revenue sources, or to attempt to have any business (current or prospective at the time of separation) move from or not enter the City.

If the Employer, citizens or Council act to amend any provision of the Charter pertaining to the role, powers, duties, authority or responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.

If the Employee resigns following a formal offer to accept resignation by the Employer in terminations other than for cause as defined in this Section, then the Employee may declare a termination as of the date of resignation.

SECTION 6: RESIGNATION

Employee may voluntarily resign his position with Employer upon no less than three (3) months advance written notice, unless the Parties agree otherwise in writing. Such resignation shall be deemed effective upon the last date of the advance notice period given (the "Resignation Date"). Employee shall not be permitted to utilize Vacation Time during such three (3) month written notice period.

Notwithstanding anything to the contrary in this Agreement, in the event that Employee resigns, Severance Benefits, which will be due to Employee on the Resignation Date, shall comprise and include only Vacation Time accumulated and unused as of the Resignation Date, subject to the applicable provisions and restrictions of Section 13(A) of this Agreement. In the event the Employee has utilized Vacation Time which was credited but not yet accrued, the Employee shall reimburse the Employer on a pro-rata basis.

Neither Employee's tender of resignation nor intent to resign shall affect, impair or diminish either Employer's right to suspend or terminate Employee, or any other right of Employer's under the Charter or this Agreement, including without limitation, provisions in Section 5 herein resulting in Employee being denied all Severance Benefits or other compensation.

SECTION 7: SALARY

The Employee's Salary shall be set at One Hundred Sixty-Five Thousand Dollars (\$165,000.00) annually, effective from the Effective Date until modified or amended by official action of Council. The Salary shall be payable in installments at the same time and in the same manner as other Managerial employees of the Employer are paid. Employee shall receive a two and three-quarters percent (2.75%) pay increase each subsequent year effective January 1st.

Effective April 5, 2027, the Employee shall receive longevity payment according to the schedule for all other administrative employees. As of April 5, 2027, Employee will start at the eleven (11) year rate.

It is recognized and accepted by the Parties that Employee is an exempt employee for purposes of the Fair Labor Standards Act, 29 U.S.C.A. § 201 *et seq.*, and is not eligible for either overtime pay or compensatory time pay.

SECTION 8: PERFORMANCE EVALUATION

The Council may review and evaluate the performance of the Employee annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specific criteria developed jointly by Employer and Employee. Said criteria may be added to or deleted from as the Council may from time to time determine upon prior notice to Employee. Further, the Council may choose to provide the Employee with a

summary written statement of the findings of Council concerning Employee's performance and provide an adequate opportunity for Employee to discuss his evaluation with the Council.

Annually, the council and the Employee shall define and reduce to writing such goals and performance objectives that they determine to be necessary for the proper operation of the City and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives. Such goals and performance objectives shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

In effective the provisions of this Section, the council and Employee mutually agree to abide by the provisions of applicable law and the Brunswick City Charter.

SECTION 9: HOURS OF WORK

It is recognized that Employee must devote a great deal of time outside the normal office hours to business of the Employer.

Accordingly, and solely for the purpose of calculating Severance Benefits under Sections 5 and 6 of this Agreement, amounts determined pursuant to this Agreement requiring a dollar value of e.g., one (1) hour or of one (1) day of Employee's work time will be calculated using the following assumed values:

1. Ten (10) worked hours/day, or fifty (50) worked hours/week, or 2,600 worked hours/year
2. Value of one (1) work hour = (Base Salary/2,600 hours/year)
3. Value of one (1) work day = (Base Salary/2,600 hours/year) x 10 hours/day

Subject to Council's discretion under the Charter, nothing in this Section or in this Agreement shall be deemed to set or require a fixed minimum number of hours to be worked daily by Employee.

SECTION 10: RESIDENCY

Per Charter Section 4.02, Employee will maintain residency in the City during the term of his employment and will establish such residency within six (6) months from the Effective Date. This is a material term of this Agreement and a material term of Employee's employment.

SECTION 11: AUTOMOBILE ALLOWANCE

Employee's duties require use of a motor vehicle. Employer will provide a set Automobile Allowance per month (full or partial month) of no more than Four Hundred Fifty Dollars (\$450.00) effective the first payroll after the Effective Date of this Agreement.

SECTION 12: VACATION TIME AND SICK LEAVE

Employee shall accrue, and have credited to his personal account, Vacation Time at the rate of five (5) weeks per calendar year as prorated to the Effective Date. The Vacation Time in this Section is eligible for use by the Employee effective as of April 5, 2027 and January 1st of each successive calendar year, subject to any credit or reimbursement by the Employee upon resignation or termination as set forth in this Agreement.

For purposes of determining Severance Benefits under Section 5 of this Agreement or reimbursement upon resignation, Vacation Time shall be deemed to accrue at the rate of one and one-quarter (1.25) week per calendar quarter, with one and one-quarter (1.25) week accruing on the first date in January, April, July and October of each year during the term of this Agreement.

- a. For purposes of determining Severance Benefits or reimbursement, the value of any Vacation Time already used but not yet accrued shall be deducted from the total Vacation Time determined to be accrued to calculate a net amount of Vacation Time owed to Employee or reimbursed by the Employer to the Employer.

Unused Vacation Time will carry over to the next calendar year.

Employee shall accrue, and have credited to his personal account, Sick Leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours of work. Additionally, Employee's personal account shall include Employee's previously accrued Sick Leave in accordance with Ohio Administrative Code Rule 123:1-32-10 upon formal transfer thereof from the Ohio Public Employee's Retirement System, which transfer shall be the sole responsibility of Employee.

1. Employee shall accrue his Sick Leave in accordance with the procedures and policies set forth in the then current Brunswick Employee Handbook and Policy Manual.
2. Employee may accumulate Sick Leave and roll unused hours forward from year to year during the term of this Agreement.
3. When Employee's employment with Employer ends due to Employee's retirement, Employee may redeem, provided he is pensionable, unused Sick Leave by accepting the cash equivalent value of one-fourth (1/4) of the gross accumulated unused Sick Leave hours, not to exceed two hundred forty (240) hours as certified by the Director of Finance. Further, in order to receive a Sick Leave conversion payment under this Section, the Employee must be eligible to receive a pension from any State of Ohio pension system (i.e., he must be "pensionable").

SECTION 13: HEALTH AND LIFE INSURANCE

Within ninety (90) days of the Effective Date, Employer agrees to provide medical, prescription, dental and vision insurance coverage for Employee and his dependents equal to that which is provided to all other employees of the Employer under the plan covering such benefits currently in effect for such employees (the "Insurance Coverage").

Further, as of the Effective Date, the City will utilize its best efforts to provide Insurance Coverage to Employee and his dependents and, accordingly, will request Employee be granted Insurance Coverage prior to the normal ninety (90) day waiting period. However, it is the insurance carrier's Underwriting Department that makes the final determination as to such insurance coverage, which Employee expressly recognizes.

Employee shall pay the same monthly premium contribution for insurance coverage as other City employees based upon the Plan chosen and the Policy of the City.

The Employer will provide, at Employer's expense, Life Insurance on Employee with a death benefit in the amount equal to two (2) years of Salary.

If requested by Employer, Employee agrees to submit to three (3) annual drug screening tests at times randomly selected by Employer, in Employer's sole discretion, the cost of which shall be paid by the Employer.

SECTION 14: RETIREMENT CONTRIBUTIONS

Employer further agrees to pay the Employee's share of contribution to the Ohio Public Employee's Retirement System ("OPERS") pursuant to applicable City policy, Employee Handbook and Policy Manual.

Employer agrees to pay into a City Deferred Compensation Plan of Employee's choosing, on the Employee's behalf, the amount of Six Percent (6%) of the Employee's base salary in equal proportionate amounts each pay period.

SECTION 15: DUES AND SUBSCRIPTIONS, PROFESSIONAL DEVELOPMENT, CIVIC ORGANIZATIONS AND GENERAL EXPENSES

As the City Manager/Safety Director of the City, the Employee will be responsible for all administration and policies of the City, and the Employer agrees to budget and pay for all reasonable professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, and local Associations and Organizations necessary and desirable for his continued professional participation, growth and advancement for the good of the Employer, including but not limited to: (a) the International City/County Management Association ("ICMA"); (b) the biennial lawyer registration fee to the Ohio Supreme Court to maintain active status; and (c) the costs to complete Continuing Legal Education courses as required by the Ohio Supreme Court. Payment of such professional dues and subscriptions shall require Council approval.

Employer may, at its discretion, also approve and pay for reasonable official travel and subsistence expenses of Employee for professional meetings and conferences for the professional development of Employee and to adequately pursue necessary official functions for the Employer.

Employer recognizes the desirability of representation in and before local civic and other organizations. Employee is authorized to become a member of such civic clubs or organizations, for which Employer may elect, at its discretion, to pay all reasonable expenses relative thereto.

SECTION 16: INDEMNIFICATION

In addition to that required under State and Local law, and under the Charter, Employer shall defend Employee against any tort, professional liability action, claim, suit, demand or other legal action (collectively "Claims"), whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of the Employee's Duties, if and only if Employee acted in good faith and in a manner he reasonable believed to be in or not opposed to the best interests of the Employer, and, with respect to any criminal action or proceeding, if and only if he had no reasonable cause to believe his conduct was unlawful.

Employer will cooperate fully in endeavoring to compromise and settle any such Claims and shall pay the amount of any settlement or judgment rendered in such Claims, to the extent that such is not covered by insurance. Employer shall bear the costs of all expenses incurred in defending any such Claims against the Employee as a result of performance of the Employee's duties as City Manager/Safety Director, subject to the conditions as set forth in Section 17 herein.

Notwithstanding anything to the contrary herein, in no event will Employer pay any amount attributable to punitive damages awarded against Employee, or for which he is liable, or any amount attributable to penal fines or restitution orders arising out of Employee's unlawful appropriation of funds or property owned by or in the lawful possession or custody of Employer.

SECTION 17: BONDING

Employer shall bear the full cost of any fidelity or other bond or bonds required of the Employee under any law, ordinance, or Charter provision.

SECTION 18: CELLULAR TELEPHONE

Employee shall be provided with a cellular telephone, at Employer's cost, through the City's current cellular telephone package.

SECTION 19: OTHER TEMS AND CONDITIONS OF EMPLOYMENT

The Council, in consultation with Employee, shall fix any other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the

provisions of this Agreement, the Charter, or any other applicable law or constitutional provision.

Except to the extent modified by this Agreement, all provisions of the Charter and the Brunswick City Code, the Employee Handbook and Policy Manual, and the regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holidays, and other benefits and working conditions as they now exist or hereafter may be amended, shall apply to Employee as they would to other employees of the Employer in addition to said Benefits enumerated specifically for the benefit of Employee.

SECTION 20: NO REDUCTION OF BENEFITS

Employer shall not at any time during the Term of this Agreement, reduce the Salary, Compensation, or other Benefits of Employee set forth herein unless agreed to by both Parties hereto in writing.

SECTION 21: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage pre-paid, addressed as follows:

EMPLOYER: Clerk of the Brunswick City Council
4095 Center Road
Brunswick, OH 44212

And

Brunswick City Law Director
4095 Center Road
Brunswick, OH 44212

EMPLOYEE: Nicholas J. Hanek
4236 Cherryshire Drive
Brunswick, OH 44212

Alternatively, notice as required pursuant to this Agreement may be personally served in the same manner as is provided by the Ohio Rules of Civil Procedure. Notice shall be deemed given as of the date of personal service or, as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 22: SEVERABILITY

In the event that any portion of this Agreement shall be found to be invalid or unenforceable by a court of competent jurisdiction, it is agreed that the invalidity or unenforceability shall not affect any other portion of this Agreement, and the remaining covenants and restrictions shall remain in full force and effect.

SECTION 23: GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

SECTION 24: GENERAL PROVISIONS

The City Manager/Safety Director is the highest appointed official of the City of Brunswick. He is, therefore, required at all times, on duty and off, to conduct himself in an ethical, civil and appropriate manner, with integrity, befitting his high public position in the Brunswick community. The City Manager/Safety Director shall conform at all times to the ICMA Code of Ethics, the Ohio Rules of Professional Conduct, the City of Brunswick Employee Handbook and Policy Manual, all applicable laws and ordinances of Brunswick, Ohio, including the City Charter, and all applicable federal and state laws.

This Agreement embodies the entire agreement and understanding between the Employer and Employee, and there are no other agreements, representations, warranties, or understandings, oral or written, between the Parties with respect to the subject matter of this Agreement. Neither has either Party hereto in executing this Agreement relied upon any statements, facts or representations not included herein.

No modification or change of this Agreement shall be valid unless made in a writing signed by both Parties hereto.

This Agreement shall be binding upon and inure to the benefit of the heirs at law, next of kin, and personal representatives of the Employee and to any successor or assign of Employer.

In any controversy involving the Parties hereto that arise out of or relates to the existence, interpretation, breach and/or enforcement of this Agreement, the Parties shall each bear their own attorney's fees and costs of litigation.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Employment Agreement to be executed as of the date first indicated above.

CITY OF BRUNSWICK
BY IT'S COUNCIL MEMBERS

NICHOLAS J. HANEK

Joe Delsanter, Vice Mayor Pro Tempore

Mike Abella Jr.

Kristy Piper

Tim Smith

Keith Kuczma

Nate Witsaman

ATTESTED TO BY:

Laura E. Timura, MMC
Clerk of Council

APPROVED AS TO FORM:

Dennis A. Nevar, Law Director
City of Brunswick, Ohio