

BRUNSWICK CITY SERVICES, UTILITIES, TECHNOLOGY & CABLE COMMITTEE

Agenda

OCTOBER 23, 2017

6:20 PM Or Immediately following P&Z Committee Meeting

1. Discussion Items
 - (a) **RES. NO. 101 -17** A resolution authorizing the City Manager to enter into an agreement with Medina County Port Authority for the continued location of a fiber optic cable access node in City Hall. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Robert Marok*)
 - (b) **RES. NO. 103-17** - An emergency resolution authorizing the City Manager to enter into an agreement with Medina County relative to local share payment for the North Carpenter Road Reconstruction Project - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)
2. General Discussion
3. Adjournment

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 10/23/2017

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Robert Marok

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 101 -17** A resolution authorizing the City Manager to enter into an agreement with Medina County Port Authority for the continued location of a fiber optic cable access node in City Hall. - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee,*Administration/Robert Marok*)

BACKGROUND: The City of Brunswick houses Medina County Port Authority Fiber Node equipment as part of a cooperative agreement between the port authority and the City of Brunswick. This agreement covers the legal status of the cooperation and equipment placement

PURPOSE AND EXPLANATION: This lease agreement is a no cost agreement between the Medina County Port Authority and the City of Brunswick for the placement Medina County Fiber Node Equipment inside of the City of Brunswick's server room

IMPLEMENTATION SCHEDULE: This is renewal of agreement already in place with modification made to cover the changes at the Medina County Port Authority and the operation of the Fiber Network

FINANCIAL INFORMATION: lease agreement - - not applicable - - - -1

FINANCIAL SUMMARY: This is a \$1 lease agreement to show execution of space leased

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:**

FIBER OPTIC CABLE ACCESS NODE LOCATION AGREEMENT

This Fiber Optic Cable Access Node Location Agreement ("Agreement") is made this ____ day of September, 2017 by and between the Medina County Port Authority ("Port Authority"), a port authority created by the County of Medina, Ohio ("County") pursuant to the laws of the State of Ohio ("State"), including Revised Code §4582.21, et seq. ("Port Act"), and the City of Brunswick, a municipal corporation organized and existing under its charter and the Constitution and laws of the State ("Site Owner"), under the circumstances described in the following Recitals:

A. The Port Authority is, pursuant to the Port Act, constructing an approximately 154+/- mile fiber network generally known as the Medina County Fiber Network ("Fiber Network" or "MCFN") throughout much of Medina County and into Cuyahoga County to the north and Summit County to the east, as generally depicted in Exhibit A hereto.

B. The Fiber Network owned by the Port Authority will generally consist of a 144-strand fiber optic cable in a two-loop configuration, with lateral cabling as necessary ("Fiber Optic Cable"), together with all equipment necessary to light the Fiber Optic Cable and drive signal throughout the Fiber Network ("Core Network Equipment"), to be made available for lease to and use by governmental, nonprofit, civic and business end-users throughout the County and along the route of the Fiber Optic Cable.

C. Forty-eight (48) strands of the Fiber Optic Cable are reserved for, and will be made available by the Port Authority to, state and local governmental users ("Governmental Portion") pursuant to lease or other use agreements, including so-called indefeasible right-of-use or "IRU" agreements, and the Port Authority has leased the remaining ninety-six (96) strands of the Fiber Optic Cable ("Leased Strands") to the Medina County Economic Development Corporation ("Development Corporation"), an Ohio nonprofit community improvement corporation, for use in promoting the commercial development of the Fiber Network, and thereby promoting business, economic and community development in the County, through leases or other grants of use of the Leased Strands to private nonprofit and for-profit non-governmental users.

D. The Site Owner is the fee owner of that real property generally known as the City of Brunswick Municipal Center ("City Hall") located at 4095 Center Road, Brunswick, Ohio 44212 ("Site") and, for the term of this Agreement and on the terms and conditions set forth herein, has agreed to host one of the Access Node Switches within the information technology center at City Hall located in the data center room of City Hall and, for that purpose, has agreed to: (i) provide secure space in the Technology Center to the Port Authority for the installation, operation and maintenance of one Access Node Switch, with such space ("Collocation Space") meeting at least the minimum requirements, including requirements as to electrical power, temperature and humidity control, and available free space described in Exhibit B hereto, incorporated herein by this reference ("Collocation Requirements"), (ii) grant a license to the Port Authority, across the Site, into and through City Hall, into the Technology Center, and to the Collocation Space, at substantially the location[s] depicted in Exhibit C hereto, incorporated herein by this reference (as revised and replaced in accordance herewith, including in connection with any relocations of the Collocation Space or the Fiber Optic Cable, the "Fiber Cable License Area"), to permit the Port Authority to install, maintain, repair, remove and replace, a 144-strand fiber optic cable connector ("Fiber Cable Connector") extending from the Fiber Optic Cable (network backbone) route in the public right-of-way to the Collocation Space and back to the

public right-of-way as further described herein (“Fiber Cable License”), and (iii) provide such access rights to the Port Authority and the Development Corporation.

E. In consideration of delivery of the Site Owner Deliverables, with agreement of the Site Owner, the Port Authority and Development Corporation: 1) have agreed to waive the “entrance” charges otherwise payable by the Site Owner in the event that the Site Owner chooses to connect to the Fiber Network, it being understood that such costs are variable and would generally depend on the Site Owner’s existing technological environment at the Site and the distance from the Fiber Network backbone to the connection with the Site Owner’s system at the Site, that this will constitute a one-time waiver of the cost to connect initially to the Fiber Network pursuant to an agreement with the Port Authority or Development Corporation (“Site Owner Network Use Agreement”); and 2) that all ongoing charges for the use of the Fiber Network after any such initial connection will be payable in accordance with any such Site Owner Network Use Agreement.

NOW THEREFORE, in consideration of the premises and the covenants and agreements set forth herein, and for \$1.00 in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree, each for itself and its successors and assigns, as follows:

Section 1. Effective Date; Term. This Agreement shall take effect on and as of the date first set forth above or, if later, on the date when this Agreement and all required acknowledgments, consents and joinders of interested parties identified herein shall have been signed. The initial term of this Agreement shall end 60 months from the date set forth above, the term of this Agreement shall automatically be extended for one additional year of the following year, without the need for any further action on the part of either party hereto unless either the Port Authority or the Site Owner shall have given notice to the other, prior to the applicable Non-Extension Deadline, that the term of this Agreement shall not be so extended; provided, further, however, that the Site Owner may not give any notice of non-extension hereunder during the term of any Site Owner Network Use Agreement. Except for the Site Owner during the term of a Site Owner Network Use Agreement, such a notice of non-extension may be given by either party at any time during the term of this Agreement and prior to the applicable Non-Extension Deadline, and any such notice of non-extension shall be given to the other party in accordance with Section 11 of this Agreement.

Section 2. Collocation Space; Common Areas. The Collocation Space within the Technology Center, it being understood and agreed that the Collocation Space shall be approximately 100 square feet satisfying the Collocation Requirements, may be relocated within the Technology Center on sixty (60) days’ notice from the Site Owner to the Port Authority, to meet the reasonable needs of the Site Owner as to the use of the Technology Center, and that the Collocation Space is not expected to be separately caged so long as the Technology Center is locked and secured by the Site Owner at all times when it is not staffed by authorized representatives of the Site Owner. To the extent that the Collocation Requirements are identified with alternatives in Exhibit B, the Table identifies those Collocation Requirements applicable to the Site. In addition to the Collocation Space, the Port Authority, and the Manager, and their respective identified employees and other agents and representatives, shall be permitted to use the common areas and facilities of City Hall and the Site in the ordinary course of their activities with respect to the Access Node Switch.

Section 3. The Site Owner hereby grants to the Port Authority, throughout the term of this Agreement, a non-exclusive right and license to install, maintain, repair, remove and from time to time replace, and to permit others to install, maintain, repair, remove and from time to time, with advanced notice unless in the case of a network emergency, replace on its behalf, the Fiber Cable Connector (including related conduit or other facilities for carrying or supporting the Fiber Cable Connector) from the Fiber Optic Cable (network backbone) route in the public right-of-way to the Collocation Space and back to the public right-of-way, and to do so above, below and across the surface of the Fiber Cable License Area; provided, that, except to the extent otherwise approved by the Site Owner in writing (which may be by approval of the plans and specifications for the installation of the Fiber Cable Connector): (i) the Fiber Cable Connector shall be underground to the extent outside the City Hall building and (ii) to the extent inside the City Hall building, the Fiber Cable Connector shall be behind walls, beneath floors and above ceilings in areas common to other similar facilities of the Site Owner; and provided, further, that the Port Authority's use of the Fiber Cable License Area shall not interfere to any material extent with the Site Owner's use of the City Hall building or the Site.

Section 4. Access After Installation. After installation of the Access Node Switch and the Fiber Cable Connector, in accordance with the Collocation Requirements, the Port Authority, the Manager and their respective identified employees, contractors and representatives ("Authorized Parties"), shall be permitted access to the Technology Center on a 24-hour per day, seven-day per week, 365 (or 366) day per year basis, subject to such reasonable written security measures as shall be consistent with the policies of the Site Owner with respect to access to the Technology Center for its own employees, contractors and representatives and provided to the Port Authority and Manager. During normal business hours for the Technology Center, any Authorized Parties shall be given access to the Technology Center on arrival and compliance with such security measures; provided, that except in the case of an emergency, such Authorized Parties shall use commercially reasonable efforts to contact the Technology Center by telephone or e-mail prior to arrival. At all times other than normal business hours, the Site Owner shall provide access to the Technology Center as soon as practicable after a request by telephone or e-mail from any Authorized Party and shall, in any event, provide such access within four (4) hours from the time of the first contact relating to any issue. Under no circumstances will the Port Authority or the Manager or their representatives move or otherwise disturb any property of the Site Owner except with the written approval and under the supervision of authorized representatives of the Site Owner.

Section 6. Property of Other Parties. Under no circumstances will the Port Authority, the Development Corporation, the Manager, or any employee, contractor, agent or representative of any thereof move, remove, re-position or otherwise disturb any property of the Site Owner located within the Technology Center or the Fiber Cable License Area except with the prior written approval and under the direct supervision of an authorized representative of the Site Owner. Under no circumstances will the Site Owner, any other tenant or user of the Technology Center, or any employee, contractor, agent or representative of any thereof move, remove, re-position or otherwise disturb any property included in the Fiber Cable Connector or the Access Node Switch or any other property of the Port Authority, the Development Corporation, or the Manager and reasonably related thereto and located within the Collocation Space or the Fiber Cable License Area except with the prior written approval and under the direct supervision of an authorized representative of the Port Authority or Manager.

Section 7. Changes in Collocation Space. The Site Owner shall immediately contact the Port Authority and the Manager in the event that it determines to make network or other changes reasonably likely to affect the positioning, location or capabilities of the Collocation Space or the location of the Technology Center and, in any event but subject to written waiver, will give notice at least sixty (60) days before requiring that the Access Node Switch or any material related equipment, cabling or gear be moved or repositioned (within the Technology Center) to a new Collocation Space meeting the Collocation Requirements. Subject to such notice, the Port Authority will arrange for the required movement or repositioning, but at the sole cost of the Site Owner, which shall pay or reimburse the reasonable costs and expenses within thirty (30) days of a request signed by an authorized representative of the Port Authority.

The Site Owner shall promptly contact the Port Authority and the Manager in the event that it determines to sell or lease the Site or the City Hall building to any other person and, in any event but subject to written waiver, shall: (i) give written notice to the Port Authority and the Manager at least one-hundred twenty (120) days before effectuating any such transfer, (ii) cooperate with the Port Authority, the Manager and any prospective purchaser or lessee to preserve the rights of the Port Authority and the Manager under this Agreement and, to the extent necessary for that purpose, require any transferee to assume obligations of the Site Owner hereunder or provide for a reasonable transition period (not less than 120 days) for the Port Authority and Manager to relocate the Access Node Switch, Fiber Cable Connector and related facilities (at the expense of the Site Owner or transferee if during the term of this Agreement), and (iii) if requested by the Port Authority, use its best efforts to assign this Agreement to any transferee.

Section 8. Site Owner Network Use Agreement. In consideration of delivery of the Site Owner Deliverables in accordance with this Agreement, the Port Authority and, by its Acknowledgment and Waiver attached hereto, the Development Corporation hereby waive the entrance charges otherwise payable by the Site Owner in the event that the Site Owner chooses to connect to the Fiber Network pursuant to a Site Owner Network Use Agreement. The foregoing waiver is irrevocable and constitutes a one-time waiver of the cost to connect initially to the Fiber Network pursuant to a negotiated Site Owner Network Use Agreement and all ongoing charges for the use of the Fiber Network after any such initial connection will be payable in accordance with such Site Owner Network Use Agreement. It is understood and agreed that entering into any such Site Owner Network Use Agreement is in the discretion of the parties and their respective boards; however, on request of the Site Owner, subject to such approval, the Port Authority will negotiate in good faith to enter into a mutually-acceptable Site Owner Network Use Agreement based on the pricing schedule previously provided to the Site Owner, such other pricing schedule as is then in effect for the services provided, or such other prices as are mutually agreed.

Section 9. Insurance. Each of the parties hereto shall be responsible for insuring its own property against such casualties and other risks as it shall deem necessary. Each party shall purchase and maintain (or cause to be purchased and maintained) such insurance as will protect it from liabilities that may arise out of or result from activities under this Agreement including Commercial General and/or Umbrella/Excess Liability Insurance. The Commercial General Liability Insurance shall include premises-operations (including explosion, collapse and underground coverage), elevators, independent contractors, completed operations, all including

broad form property damage coverage, and shall have limits of not less than \$1,000,000 per occurrence.

Section 10. Representations. By signing below, the Port Authority and the Site Owner each hereby represents that this Agreement is duly authorized, executed and delivered on its behalf, and this Agreement is valid and binding agreement of the Port Authority and the Site Owner, respectively. In addition, each of the parties represents to the other: (i) each will comply with the terms of this Agreement, (ii) any system configurations will not affect the operation or performance of the network components owned and operated by the other party as part of its network, and (iii) any equipment installed at the Site will adhere to FCC specifications and will not interfere with the operation or performance of the network components owned and operated by the other party as part of its network. Each party is solely responsible for and will conduct its own routine, unscheduled and emergency equipment and network maintenance, and only through qualified contractors or other representatives, and will immediately notify the other of any network or equipment malfunctions or breakdowns of which they are aware if such equipment malfunctions or breakdowns might reasonably affect the equipment, network or facilities of the other.

Section 11. Notices. Notices under this Agreement shall be in writing and delivered by certified mail, return receipt requested, by facsimile or electronic mail (as long as such facsimile or electronic mail is followed by delivery by a nationally recognized overnight courier service), or by nationally recognized overnight courier to the persons whose names and business addresses appear below and such notice shall be deemed given on the date of receipt, or refusal of delivery, by the receiving Party:

In the case of the Port Authority:
Medina County Port Authority
144 North Broadway Street,
Medina, OH 44256
Telephone: (330) 722-9215
e-mail: bdentler@medinacounty.org
Attention: Ron Paydo, Chair

In the case of the Site Owner:
City of Brunswick
4095 Center Road,
Brunswick, Ohio 44212
Telephone: 330-558-6875
email: rmarok@brunswick.oh.us
Attention: Rob Marok

Any notice addressee may change the address, e-mail address and/or facsimile number to which future notices under this Agreement are to be delivered by giving notice to the other notice addressees in accordance with this Section. The Development Corporation may become a notice addressee under the circumstances described in its Acknowledgment and Waiver attached hereto.

Section 12. Amendment; Termination. This Agreement may not be amended, supplemented, changed or otherwise modified except with the consent of both parties. Except as otherwise provided herein as to termination by non-extension of the Agreement term, this Agreement may not be terminated by either party without the consent of the other except upon a material breach of this Agreement and only after notice of such breach has been given (in accordance with Section 11 of this Agreement) and a reasonable opportunity (not less than thirty days) to cure has been provided following such notice.

Section 13. Assignments; Collateral Assignment to Trustee. Except as may be specifically contemplated hereby, this Agreement may not be assigned by either party without the written consent of the other. The Site Owner acknowledges that the Port Authority has financed the Fiber Network under a Trust Indenture dated as of December 1, 2010 between the Port Authority and The Huntington National Bank, as Trustee, and has made a collateral assignment of all agreements relating to the Fiber Network to that Trustee (and its successors as such) and hereby consents to that assignment.

Section 14. General Provisions; Entire Agreement. This Agreement, including the exhibits hereto, constitutes the entire understanding of the Port Authority and the Site Owner with respect to the subject matter hereof and, supersedes all oral and other written agreements, prior to the effective date with respect thereto. This Agreement shall inure to the benefit of and shall be binding upon the Port Authority and the Site Owner and, each of their respective successors, any permitted assigns and their respective employees, contractors, agents and representatives. This Agreement may be executed in counterpart and in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same agreement. Delivery of signatures and signed counterparts may be by any recognized means including by facsimile and electronic transmission and any signature so delivered shall be deemed an original signature for all purposes of this Agreement.

Section 15. Governing Law. This Agreement is and shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed, without regard to choice of law provisions, in accordance with the substantive laws of the State.

[Balance of Page Intentionally Left Blank; Signature Page Next]

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized representatives, have each caused this Agreement to be signed and delivered to the other as of the date first set forth above.

Medina County Port Authority

City of Brunswick

By: _____
Ron Paydo, Chair

By: _____
Name: _____
Title: _____

Acknowledgment and Waiver by Development Corporation

The Medina County Economic Development Corporation, by the undersigned authorized officer, hereby acknowledges the execution and delivery of the foregoing Fiber Optic Cable Access Node Location Agreement between the Medina County Port Authority and the "Site Owner" thereunder ("Agreement"), acknowledges the terms of the Agreement, acknowledges that they relate to and may affect rights of the Development Corporation pertaining to the Leased Strands and the Management Agreement, acknowledges that the Port Authority is authorized to act on behalf of the Development Corporation as to matters under the Management Agreement and hereby extends that authorization to all matters under the Agreement unless and until the Development Corporation shall give notice, in accordance with the Agreement to the Site Owner, that it has retained a separate manager for the Leased Strands, and irrevocably and unconditionally waives any right it may have to consent or object to the Agreement or any of its terms, all as of the date first set forth above.

Medina County Economic Development Corporation

By: _____
Authorized Officer

Exhibit A

Depiction of Fiber Network Route

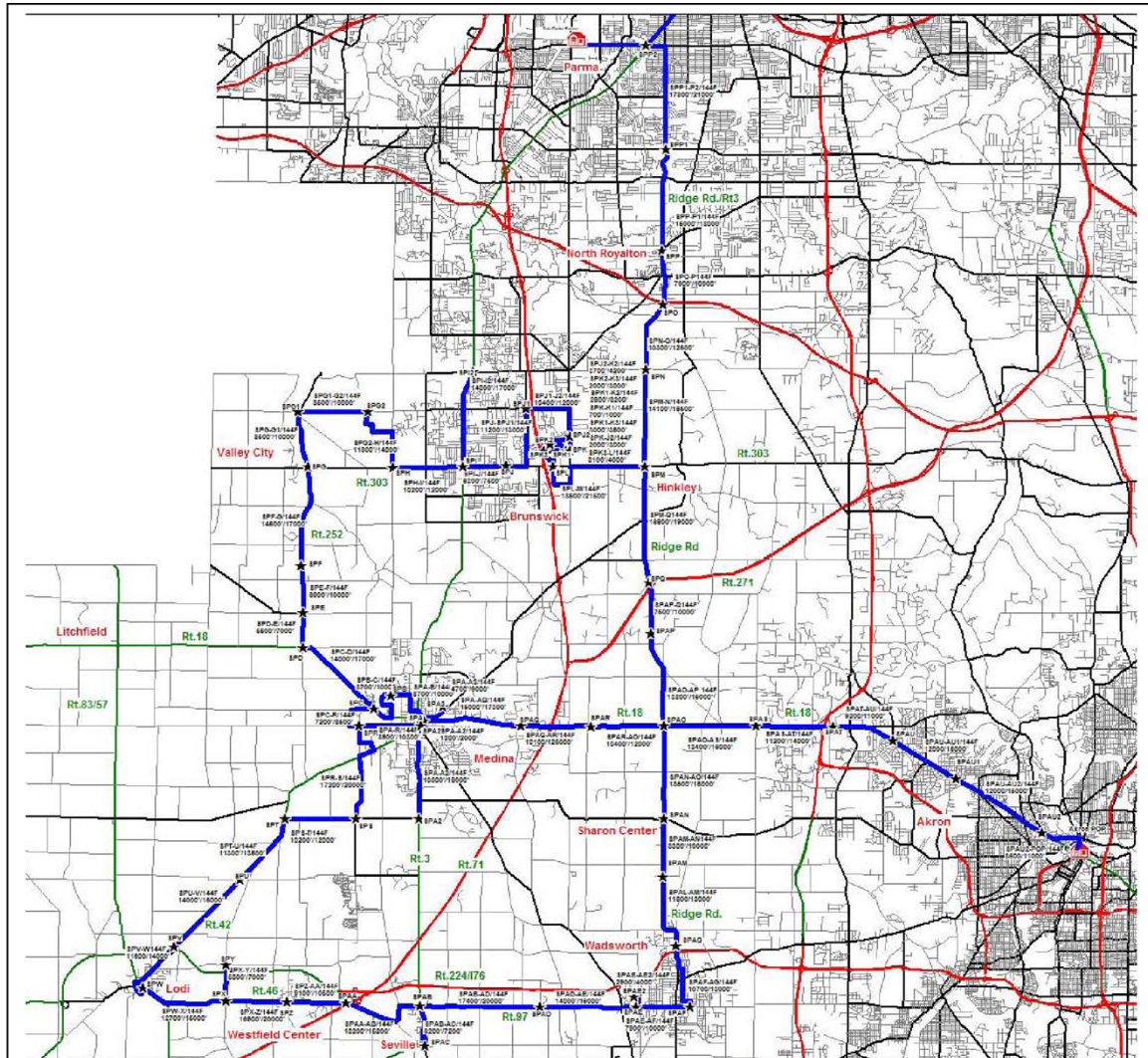
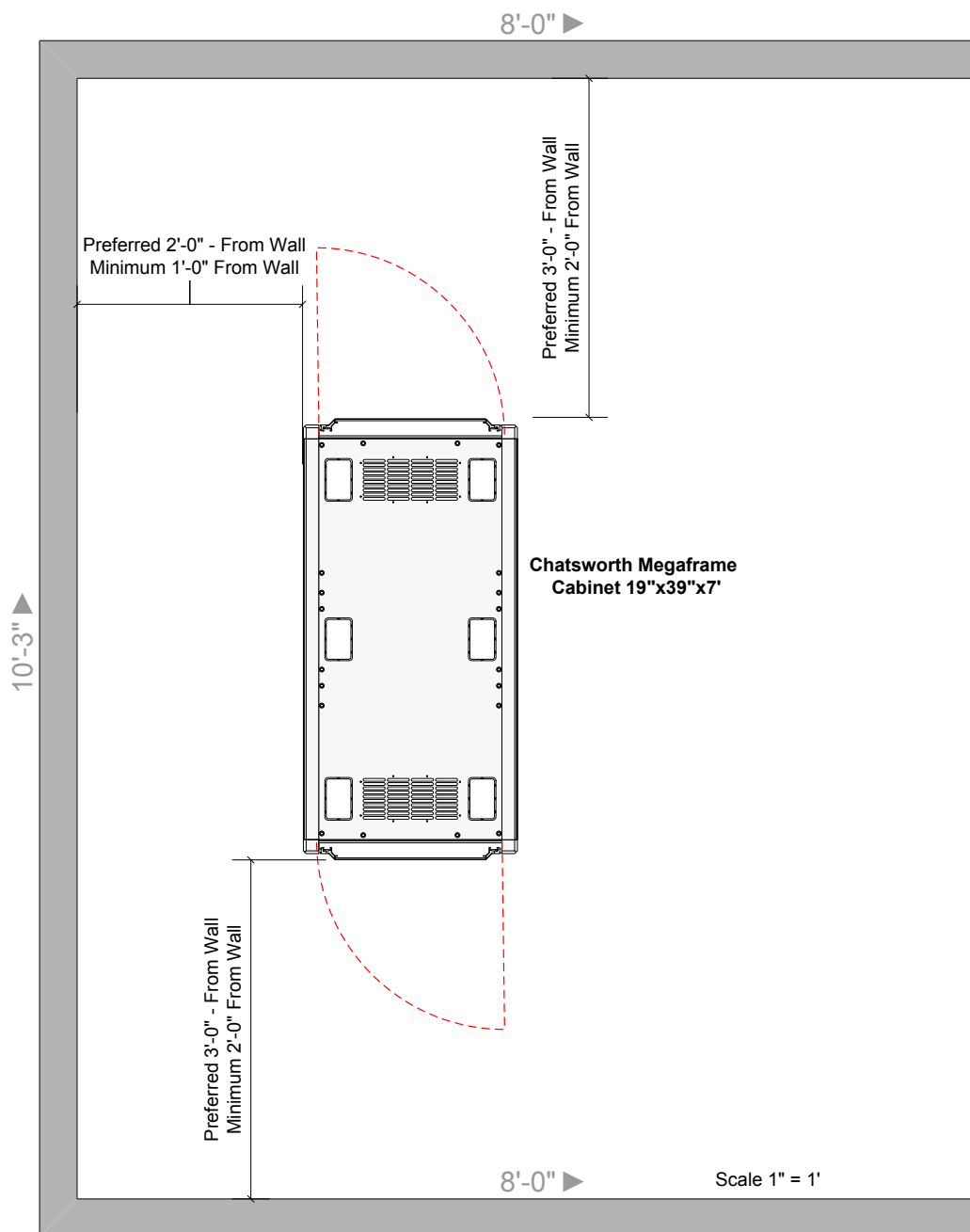


Exhibit B

Minimum Collocation Requirements

Requirements	X = Yes
<i>Site must have:</i>	
• Space with Ambient Temperature between 65 and 72 degrees Fahrenheit	X
• Space with relative Humidity between 30% and 52%	X
• 24x7x365 Access to Facility	X
• Building UPS and or Generator	X
<i>Preferred Space and Power:</i>	
• 28" x 46" x 7' height of free floor space for placement of locking cabinet	X
• Dual 220VAC/30Amps for Power Distribution Unit	X
• Space with fire suppression system preferably chemical not water.	
• Clearance of at least 3' from front and rear of cabinet	X
<i>Alternatives as to Space and Power:</i>	
• 18 Rack Units in existing rack or cabinet	
• Dual 120VAC/20 Amp	
• Supplied UPS for site installation	
<i>Preferred Installation:</i>	
• 19" x 39" x 7' locking cabinet	X
• All equipment will be placed into the cabinet	X
• Electrical and UPS (If required) will be installed in the cabinet	X
• UPS will be able to carry load for 1 hour	X
• Generator on premise to carry equipment while power is not present	X
• Proper Environmental conditions to protect equipment from heat damage	X
<i>Alternative installation:</i>	
• Install 19" x 7' two post rack or place equipment in existing 19" racking system	
• Power can be maintained with (2) 120VAV/20Amp Circuits	



CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE MEDINA COUNTY PORT AUTHORITY FOR THE CONTINUED LOCATION OF A FIBER OPTIC CABLE ACCESS NODE IN CITY HALL.

WHEREAS: The Medina County Port Authority has requested that the City authorize the continued location of a Fiber Optic Cable Access Node in City Hall to service the Medina County Fiber Network.

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

SECTION 1: That the City Manager is hereby authorized and directed to enter into an Agreement with the Medina County Port Authority, as attached hereto as Exhibit "A" and incorporated herein by reference, for the continued location of a Fiber Optic Cable Access Node in City Hall to service the Medina County Fiber Network.

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 the immediate installation of the Fiber Optic Cable Access Node to service the Medina County Fiber Network. 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 _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Barb Ortiz

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 101-17

BY: Mr. Salzgeber, Mr. Hanek and Mr. Ousley

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE MEDINA COUNTY PORT AUTHORITY FOR THE CONTINUED LOCATION OF A FIBER OPTIC CABLE ACCESS NODE IN CITY HALL.

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PASSED: 1st Reading _____

2nd Reading _____

3rd Reading _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Barb Ortiz

THE CITY OF BRUNSWICK

PROPOSED LEGISLATION



DATE: 10/23/2017

TO: Vice Mayor Patricia Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 103-17** - An emergency resolution authorizing the City Manager to enter into an agreement with Medina County relative to local share payment for the North Carpenter Road Reconstruction Project - **1st Reading** (To be brought from Services, Utilities, Technology & Cable Committee, *Administration/Paul Barnett*)

BACKGROUND: The reconstruction of North Carpenter is anticipated to be performed through the Ohio Department of Transportation(ODOT). The cost of the project is being payed 80% by ODOT and 20% local funds. This section of North Carpenter abuts both City of Brunswick residents and Brunswick Hills Township residents. The City of Brunswick is responsible for a portion of the 20% local funds and Medina County is responsible for the remaining portion for Brunswick Hills Township.

PURPOSE AND EXPLANATION: The proposed agreement attached will allow the City of Brunswick to collect the Medina County remaining portion of the local funds. Once received, the City will forward both the Medina County share and the City of Brunswick share to ODOT to meet the estimated 20% local share of the project required. Upon completion of the project, ODOT will finalize the actual local share amount and either bill or reimburse the City of Brunswick to make us whole. In turn, the agreement allows for us to either bill or reimburse Medina County to make them whole.

IMPLEMENTATION SCHEDULE: As soon as possible. We will not be signing the required SIB loan documents until this agreement is in place which will dictate when the project will be advertised and awarded.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: \$164,665.88 is the calculated estimated remaining portion owed to the City of Brunswick. Once received, the City anticipates remitting an estimated total local share of \$2,417,500 to ODOT/State Treasurer. The City of Brunswick's current calculate share of the local construction cost equal \$1,929,165 and Medina County's share equals \$488,335. The County's share will be paid out of the North Carpenter Paving Fund #347 and the City of Brunswick's share will come from the Road Improvement Fund #333 and/or the North Carpenter Paving Fund #347. NOACA anticipates pledging \$12,127,500 towards this project, which will not come from local funds. The overall estimated project costs as of today, including interest, construction, engineering and all other

estimated costs are approximately \$14.6 million.

**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?

It is requested that legislation is passed by emergency measure with suspension of the rules at the October 23 meeting to be able to finalize the requirements set forth by ODOT to allow the project to meet a February 2018 contract award.

**ADDITIONAL
INFORMATION:**

AGREEMENT

This Agreement is entered into by and between the County of Medina, by its Board of County Commissioners (the “County”) and the City of Brunswick, by its City Manager (the “City”).

WHEREAS, the parties hereto recognize the need for and propose the improvement of a portion of North Carpenter Road between State Route 303 and Boston Road, including, without limitation, reconstruction of pavement, sidewalks, storm sewers and traffic controls (the “Project”);

WHEREAS, the Project is located within both the City and Brunswick Hills Township;

WHEREAS, the local share for the Project is 20% (the “Local Share”), which will be paid by the County and City as provided herein;

WHEREAS, the Ohio Department of Transportation (“ODOT”) will be awarding and administering the design/build contract for the Project (the “Contract”);

WHEREAS, by and through Resolution No. _____ the Board of County Commissioners authorized the execution of this Agreement with the City; and

WHEREAS, by and through Resolution No. _____ the Council of the City of Brunswick authorized the City Manager to enter into this Agreement with the County.

NOW, THEREFORE, in consideration of these premises and the mutual covenants hereinafter set forth, it is agreed as follows:

SECTION I - FUNDING

- A. The Local Share shall be allocated between the County and the City based upon the percentage of the total Project that lies within each jurisdiction as calculated as follows:

Funding split - 1997 until time of award of Contract	Brunswick City	Medina County	Total Frontage
Frontage (feet)	16698.23	6461.59	23159.82
Percentage	72.1	27.9	100.0

Funding split - Time of award of Contract through construction	Brunswick City	Medina County	Total Frontage
Frontage (feet)	17435.00	4408.56	21843.56
Percentage	79.8	20.2	100.0

- B. No later than January 26, 2018, the County shall submit its portion of the Local Share to the City for remission to the ODOT, in accordance with the Estimated Project Remaining Cost Summary contained hereinbelow, which total Local Share payment is due to ODOT in February of 2018.
- C. Upon completion of the Project, any refund or additional amounts owed shall be apportioned between the parties based upon the percentage of the total Project that lies within each jurisdiction in accordance with the below Estimated Project Cost Summary.

SECTION II - ESTIMATED PROJECT COST

- A. **An Estimated Remaining Project Cost of \$164,665.88 to Medina County** is provided in **Exhibit A** for budgetary purposes only. Final costs shall be based upon the actual costs of construction and construction administration.

SECTION III - AMENDMENTS

Amendments, modifications, or changes to this Agreement shall not be effective unless in writing and approved by both parties to this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates indicated below.

CITY OF BRUNSWICK

BOARD OF COUNTY COMMISSIONERS
MEDINA COUNTY

Carl S. DeForest, City Manager

Adam Friedrich, Commissioner

Date: _____

Date: _____

Patricia G. Geissman, Commissioner

Date: _____

William Hutson, Commissioner

Date: _____

Approved as to form:

Approved as to form:

Kenneth J. Fisher, Law Director

By: _____

Title: _____

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. _____

BY:

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN AGREEMENT WITH MEDINA COUNTY RELATIVE
TO LOCAL SHARE PAYMENT FOR THE NORTH CARPENTER ROAD
RECONSTRUCTION PROJECT.

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

SECTION 1: That the City Manager is hereby authorized to enter into an Agreement with Medina County, as attached hereto as Exhibit "A", for the North Carpenter Road Reconstruction Project.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, welfare, and safety and for the additional reason to meet Ohio Department of Transportation deadlines to allow for the Project to meet a February 2018 contract award deadline. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Barb Ortiz

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 103-17

BY: Mr. Salzgeber, Mr. Hanek and Mr. Ousley

AN EMERGENCY RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MEDINA COUNTY RELATIVE TO LOCAL SHARE PAYMENT FOR THE NORTH CARPENTER ROAD RECONSTRUCTION PROJECT.

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

SECTION 1: That the City Manager is hereby authorized to enter into an Agreement with Medina County, as attached hereto as Exhibit "A", for the North Carpenter Road Reconstruction Project.

SECTION 2: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, welfare, and safety and for the additional reason to meet Ohio Department of Transportation deadlines to allow for the Project to meet a February 2018 contract award deadline. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes.

PASSED: 1st Reading _____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Barbara J. Ortiz, CMC