

BRUNSWICK CITY COMMITTEE-OF-THE-WHOLE

Agenda

SEPTEMBER 14, 2020

6:50 PM

or immediately following the Planning & Zoning Committee Meeting

1. Discussion Items
 - (a) Review and approve the Council's Office 2021 Budget.
2. Motion Items
 - (a) A motion to go out to bid for janitorial services for the Brunswick Community Recreation and Fitness Center and the Police Department/City Hall.
 - (b) Motion authorizing the City Manager to solicit requests for proposals for construction inspection services for a three year contract with two one year options.
 - (c) A motion authorizing a change order in the amount of \$17,100.00 to Konstruction King, Inc. for the 2020 Catch Basin Repair Program.
 - (d) Motion authorizing the City Manager to exercise two (2) separate one(1) year options for sweeping of the City Streets through the existing contract with Reilly Sweeping subject to annual appropriations by City Council.
3. Review Legislation
 - (a) **ORD. NO 63-2020** - An ordinance amending Section 412.01(e) of the City of Brunswick Codified Ordinances. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Grant Aungst*)
 - (b) **ORD. NO. 64-2020** - An ordinance amending Section 854.08(a) of the City of Brunswick Codified Ordinances. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Grant Aungst*)
 - (c) **RES. NO. 65-2020** - A resolution authorizing the City Manager to enter into a Grant Agreement with I.D. Images LLC. **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Grant Aungst*)
4. General Discussion
5. Executive Session
 - (a) Motion to go into Executive Session to discuss the appointment, employment, dismissal, discipline, demotion, or compensation of a public employee.
6. Adjournment



DISCUSSION

DATE: 09/14/2020

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Michael Abella Jr., Fijabi Gallam

COPY: Mayor Ron Falconi

DISCUSSION: Review and approve the Council's Office 2021 Budget.

BACKGROUND: A 2021 approved Council's office budget has to be submitted to the Finance Department to be added to the proposed 2021 Budget and Capital Program.

PURPOSE AND EXPLANATION:

IMPLEMENTATION SCHEDULE:

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

ADDITIONAL INFORMATION:

MAYOR
RON FALCONI

CITY OF BRUNSWICK

City Council's Budget Narrative 2021 Operating Budget

CITY MANAGER / SAFETY DIRECTOR
CARL S. DEFOREST

COUNCIL
MICHAEL J. ABELLA, JR
ANTHONY P. CAPRETTA
JOSEPH P. DELSANTER
NICHOLAS HANEK
PATRICIA HANEK
BRIAN K. OUSLEY
VALERIE M. ZAK

Council Responsibilities

Brunswick City Council is the legislative and representative branch of the City elected by the voters of Brunswick. All legislative powers of the City are vested in the Council except as otherwise provided by law or the Charter. Council provides and exercises the performance of all duties and obligations imposed on the City by law. Council appoints a City Manager who executes the laws and administers the government of the City. Council appoints a Clerk of Council, who is a Certified Municipal Clerk, to give notice of Council Meetings to its members and the public, create and maintain the records of its proceedings and perform such duties assigned by law, Charter and/or the Council.

2021 Budget Highlights:

Council employs a full-time Council Clerk and a Part-time Assistant Clerk at an average of 28 hours per week.

Associations, Conferences & Training costs have been controlled and held to a minimum for the past several years. The Associations, Conferences & Training line was decreased from \$3500 to \$3000, to move \$500 to incidentals. For the past three years, the incidental line would become \$0 before the end of the budget year, and transfer of funds has to be requested to purchase miscellaneous items. The Clerk applies for scholarships for the Master Municipal Clerks Academy, when available, to save money and has done so for several years. This line item also covers various membership fees, an occasional required workshop, sometimes miscellaneous mileage and a goal setting facilitator.

Codification line item has fluctuated up and down over the years. The plan is to keep the current budget amount the same (\$8,000) to provide the general codification of all City ordinances and resolutions (Refer to Section 3.18 (b)).

Incidental line item covers plaques, business cards, and name plates for Council dais, name badges, keys, banners, miscellaneous mileage, or special occasion refreshments (i.e. oath of offices). The incidental line would increase from \$400 to \$900 to decrease the timing of requesting transfer of funds. Office Supplies covers paper, copier staples, record books, calendars, batteries, disks, and miscellaneous supplies. Postage covers all postage and Council's share of maintenance on the postage machine.



4095 CENTER ROAD - BRUNSWICK, OHIO 44212

CITY HALL PHONE: (330) 225-9144 - FAX: (330) 273-8023 - POLICE & FIRE PHONE: (330) 225-9111 - FAX: (330) 225-6002 <http://www.brunswick.oh.us>

City of Brunswick, Ohio
 Departmental Budget Worksheet
 For the Budget Year Ending, December 31, 2021

Fund: General Fund
 Department: City Council
 Fund Number: 001-0100

Line Item Account Number	Classification / Account Title	2007	2012	Actuals 2017	2018	2019
<i>Personal Services</i>						
001-0100-51022	Council Members	\$ 72,288.72	\$ 83,737.61	\$ 89,615.56	\$ 91,497.39	\$ 92,470.00
001-0100-51180	Council Clerk	51,642.47	56,358.40	68,309.84	45,315.45	46,617.67
001-0100-51182	Council Clerk PT	21,776.94	16,959.73	22,648.94	22,306.31	21,973.28
<i>Total Personal Services</i>		\$ 145,708.13	\$ 157,055.74	\$ 180,574.34	\$ 159,119.15	\$ 161,060.95
<i>Fringe Benefits</i>						
001-0100-52002	Longevity	1,005.20	2,084.48	2,443.29	-	-
001-0100-52222	Deferred Compensation	2,583.33	2,817.86	3,040.69	-	-
001-0100-52223	PERS	26,058.55	29,278.65	33,640.03	27,042.38	27,731.64
001-0100-52225	No Medical Coverage	-	-	-	-	-
001-0100-52226	Mediatax	2,142.21	2,295.04	2,692.42	2,260.59	2,353.72
001-0100-52228	Sick Buy Back	1,498.44	1,326.05	583.13	-	-
001-0100-52231	Wellness	-	-	543.78	634.41	725.04
001-0100-52274	Workers Compensation	8,869.93	3,913.73	1,511.03	(513.27)	(1,960.91)
001-0100-52275	Hospitalization	14,096.88	15,840.92	18,698.59	20,065.50	23,260.64
001-0100-52280	Retirement Leave ORC Payout	-	-	4,619.84	-	4,929.47
001-0100-53258	Association, Conference & Training	8,062.14	1,043.00	691.82	734.07	1,004.57
<i>Total Fringe Benefits & Training</i>		\$ 64,316.68	\$ 58,599.73	\$ 68,464.62	\$ 50,223.68	\$ 58,044.17
<i>Purchased Services</i>						
001-0100-54246	Postage	400.37	334.80	-	-	-
001-0100-54253	Equipment Service Contract	1,510.46	-	-	-	-
001-0100-54272	Insurance	1,712.69	2,633.24	2,192.35	2,007.51	1,954.61
001-0100-54279	Codification	7,634.29	6,660.59	7,550.62	6,927.24	3,546.01
<i>Total Purchased Services</i>		\$ 11,257.81	\$ 9,628.63	\$ 9,742.97	\$ 8,934.75	\$ 5,500.62
<i>Office Supplies & Materials</i>						
001-0100-55239	Incidentals	434.18	467.29	649.96	322.85	365.14
001-0100-55242	Office Supplies	629.97	418.83	416.14	624.20	403.05
<i>Total Office Supplies & Materials</i>		\$ 1,064.15	\$ 886.12	\$ 1,066.10	\$ 947.05	\$ 768.19
<i>Transfers Out</i>						
001-0100-99999	Transfer Out - Five-Year Capital Plan	-	2,500.00	3,500.00	4,000.00	9,300.00
<i>Total Transfers Out</i>		\$ -	\$ 2,500.00	\$ 3,500.00	\$ 4,000.00	\$ 9,300.00
Total Operation Appropriations		\$ 222,346.77	\$ 228,670.22	\$ 263,348.03	\$ 223,224.63	\$ 234,673.93
<i>Five Year Capital Plan Expenditures</i>						
001-0100-56252	Capital Outlay	3,759.55	399.90	-	2,274.98	247.41
<i>Total Capital Equipment</i>		\$ 3,759.55	\$ 399.90	\$ -	\$ 2,274.98	\$ 247.41
GRAND TOTAL OF EXPENDITURES		\$ 226,106.32	\$ 229,070.12	\$ 263,348.03	\$ 225,499.61	\$ 234,921.34

Footnote:

~~Council Clerk, for many years, retired in December 2017. New Council Clerk hired with some overlap in 2017.~~

~~In July 2019, part-time Assistant Council Clerk retired, new part-time Assistant Council Clerk hired.~~

City of Brunswick, Ohio
Departmental Budget Worksheet
For the Budget Year Ending, December 31, 2021

Fund: General Fund
Department: City Council
Fund Number: 001-0100

Line Item Account Number	Classification / Account Title
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2020	
Original Budget	Current Budget

2021	
Departmental Request	City Manager Recommendation

Personal Services
001-0100-51022 Council Members
001-0100-51180 Council Clerk
001-0100-51182 Council Clerk PT

\$	96,117.00	\$	95,463.00
	49,681.00		49,802.00
	23,267.00		23,304.00

Finance \$
Finance \$
23,304 @ 28 hours average

Total Personal Services

\$	169,065.00	\$	168,569.00
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\$ Finance	\$	-
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Fringe Benefits
001-0100-52002 Longevity
001-0100-52222 Deferred Compensation
001-0100-52223 PERS
001-0100-52225 No Medical Coverage
001-0100-52226 Meditax
001-0100-52228 Sick Buy Back
001-0100-52231 Wellness
001-0100-52274 Workers Compensation
001-0100-52275 Hospitalization
001-0100-52280 Retirement Leave ORC Payout
001-0100-53258 Association, Conference & Training

-	-	-	-
-	-	-	-
28,813.00	28,755.00	-	-
-	-	-	-
2,463.00	2,456.00	-	-
-	-	-	-
726.00	726.00	-	-
5,359.00	1,832.80	-	-
25,069.00	25,069.00	-	-
-	-	-	-
3,500.00	3,500.00	-	-

Finance
3,000
+ Finance info
53,000
200
3,750
8,000
\$11,950
900
850
\$1750
* move \$500 to incidentals

Total Fringe Benefits & Training

\$	65,930.00	\$	62,138.80
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\$	-	\$	-
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Purchased Services
001-0100-54246 Postage
001-0100-54253 Equipment Service Contract
001-0100-54272 Insurance
001-0100-54279 Codification

200.00	200.00	-	-
-	-	-	-
3,750.00	3,750.00	-	-
8,000.00	8,000.00	-	-

200	-	-	-
3,750	-	-	-
8,000	-	-	-

Total Purchased Services

\$	11,950.00	\$	11,950.00
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\$	-	\$	-
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Office Supplies & Materials
001-0100-55239 Incidentals
001-0100-55242 Office Supplies

400.00	600.00	-	-
850.00	650.00	-	-

900	-	-	-
850	-	-	-

Total Office Supplies & Materials

\$	1,250.00	\$	1,250.00
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\$	-	\$	-
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Transfers Out
001-0100-99999 Transfer Out - Five-Year Capital Plan

3,000.00	3,000.00	-	-
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Finance	-	-	-
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Total Transfers Out

\$	3,000.00	\$	3,000.00
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\$ Finance	\$	-
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Total Operation Appropriations

\$	251,195.00	\$	247,107.80
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\$ Finance	\$	-
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2020	
Capital Plan Budget vs. Actual	

2021	
Capital Request	Capital Recom.

Five Year Capital Plan Expenditures
901-0100-56252 Capital Outlay

-	-	-	-
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-	-	-	-
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Total Capital Equipment

\$	-	\$	-
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\$	-	\$	-
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GRAND TOTAL OF EXPENDITURES

\$	251,195.00	\$	247,107.80
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\$	-	\$	-
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Footnote:

~~Council Clerk, for many years, retired in December 2017. New Council Clerk hired with some overlap in 2017.~~

~~In July 2019, part-time Assistant Council Clerk retired, new part-time Assistant Council Clerk hired.~~

City of Brunswick, Ohio
Five Year Capital Purchase Plan
Sub Fund - 901 Council

8/20/2020

	2021	2022	2023	2024	2025
Est Beginning Balance	\$ 30,900.30	\$ 30,900.30	\$ 27,900.30	\$ 27,900.30	\$ 27,900.30
Add: Set-Asides	-	-	-	-	-
Less: Capital Purchases	-	3,000.00	-	-	-
Est Ending Balance	\$ 30,900.30	\$ 27,900.30	\$ 27,900.30	\$ 27,900.30	\$ 27,900.30

Capital Purchase Plan	2021	2022	2023	2024	2025
Description	Amount	Amount	Amount	Amount	Amount
Computer and Related Equipment:					
2 Computer Replacements*		2,400.00			
Other:					
Digital Recording Equipment**		600.00			

THE CITY OF BRUNSWICK
PROPOSED MOTION



DATE: 09/14/2020

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Jim Foster

COPY: Mayor Ron Falconi

MOTION: A motion to go out to bid for janitorial services for the Brunswick Community Recreation and Fitness Center and the Police Department/City Hall.

BACKGROUND: The current three year contract for both locations expires February 28, 2021.

PURPOSE AND EXPLANATION: We need a contractor to provide janitorial services for the Brunswick Community Recreation Center and the Police Department/City Hall. It does not need to be the same vendor for both locations. They are separate bids.

IMPLEMENTATION SCHEDULE: Would like to enter into a three (3) year contract with a vendor.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: All costs are subject to future Council appropriations. State Law requires sufficient appropriations to be in place prior to a contract being signed and paid.

Current janitorial costs for the Recreation Center are currently charged to 131-0830-54260. The costs for City Hall and the Division of Police are split up based on square footage. City Hall's square footage of 22,561 sq ft or 64.46% of the total contract is charged to account #001-0441-54260 and the Division of Police has a square footage of 12,439 sq ft or 35.54% of the total of the contract is charged to 114-0520-54260.

RECOMMENDED ACTION:

ADDITIONAL INFORMATION:

PROPOSED MOTION



DATE: 09/14/2020

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

MOTION: Motion authorizing the City Manager to solicit requests for proposals for construction inspection services for a three year contract with two one year options.

BACKGROUND: The City currently has a contract with an outside firm to provide construction inspection services for construction projects that are performed through the City Engineer.

PURPOSE AND EXPLANATION: The City does not have staff to perform construction inspection activities on the projects that we are administering or that developers are constructing. The inspection firm will be inspecting on behalf of the City to assure plans and specifications are being followed.

IMPLEMENTATION SCHEDULE: The goal is to complete the RFP process by the end of the year with award before January 2021.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: All costs are subject to future Council appropriations and individual projects. State Law requires sufficient appropriations to be in place prior to the issuance of a purchase order. The cost for inspections are expected to be included within the individual project total cost estimates. Those estimates are generally presented to the Administration and City Council once completed through the Engineer's Office.

RECOMMENDED ACTION: Passage of a motion which authorizes the City Manager to advertise for requests for proposal to perform construction inspection.

ADDITIONAL INFORMATION:

PROPOSED MOTION



DATE: 09/14/2020

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

MOTION: A motion authorizing a change order in the amount of \$17,100.00 to Konstruction King, Inc. for the 2020 Catch Basin Repair Program.

BACKGROUND: This change order will allow the City to utilize the full budgeted dollar amount for this program by performing approximately 11 additional catch basin and boxout repairs.

PURPOSE AND EXPLANATION: This change order will increase the contract amount from \$102,050.00 to \$119,150.00.

IMPLEMENTATION SCHEDULE: Should authorization be granted at the September 14, 2020 Committee of the Whole meeting, the additional work will be authorized immediately. Construction is anticipated to begin in late September.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Change order will increase contract amount by \$17,100.00. The additional costs will be charged to account #224-0420-54265.

RECOMMENDED ACTION: Passage of a motion which authorizes a change order in the amount of \$17,100.00 for the 2020 Catch Basin Repair Program.

ADDITIONAL INFORMATION:

PROPOSED MOTION



DATE: 09/14/2020

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Paul Barnett

COPY: Mayor Ron Falconi

MOTION: Motion authorizing the City Manager to exercise two (2) separate one(1) year options for sweeping of the City Streets through the existing contract with Reilly Sweeping subject to annual appropriations by City Council.

BACKGROUND: The City currently has a contract with Reilly Sweeping per ordinance 16-18 for the sweeping of City Streets for years 2018 thru 2020 with option years 2021 and 2022.

PURPOSE AND EXPLANATION: The sweeping of City streets in the spring and early fall removes a large volume of dirt and debris from the roadways that if left would make its way into the storm water system and eventually into the creeks and streams and possibly clog the storm water system resulting in flooding. The removal of this material before it reaches the waterways is part of our city wide storm water permit.

IMPLEMENTATION SCHEDULE: The first sweeping under this contract extension will be spring of 2021.

FINANCIAL INFORMATION: Reilly Sweeping - - \$104,653.00 - 117-0420-54262 and 224-0420-54262 - - 104653

FINANCIAL SUMMARY: 117-0420-54262 \$25,674.00 for 2021 and \$26,652.50 for 2022. 224-0420-54262 \$25,674.00 for 2021 and \$26,652.50 for 2022. All funding is subject to annual appropriations by City Council.

Two city wide sweeping at a total cost over 2 years of \$104,653. In 2021 a cost of \$51,348, in 2022 a cost of \$53,305.00. Cost to be split 50/50 between accounts 117 and 224. The 3rd sweeping option and the hourly rate for special sweeping costs are not included in this motion request.

RECOMMENDED ACTION: Passage of a motion which authorizes the City Manager to enter into agreement with Reilly Sweeping Inc. for City wide sweeping in 2021 and 2022.

**ADDITIONAL
INFORMATION:**

PROPOSED LEGISLATION



DATE: 09/14/2020

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO 63-2020** - An ordinance amending Section 412.01(e) of the City of Brunswick Codified Ordinances. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Grant Aungst*)

BACKGROUND: The Ordinances of the City of Brunswick pertaining to private snow removal contractors and companies currently regulate the method for depositing of snow and/or ice on private streets as it does on public streets. The City has been notified by home owners associations that the private companies with whom they contract are unable to conform their snow plowing technique to these regulations due to private street widths and spacing of drive aprons. This legislation would update the current ordinance to eliminate private streets from these specific regulations.

PURPOSE AND EXPLANATION: By updating the current ordinance, the City will no longer regulate the method for snow and ice removal on private streets, thereby eliminating the hardship on homeowners and their associations who hire private contractors for this service.

IMPLEMENTATION SCHEDULE: As soon as allowed by law.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: n/a

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:**

1
CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 63-2020

BY: Committee-of-the-Whole

AN ORDINANCE AMENDING SECTION 412.01(e) OF THE CITY OF BRUNSWICK CODIFIED ORDINANCES.

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

SECTION 1: That Section 412.01(e) of the Codified Ordinances is hereby amended to read as follows:

“(e) No person, company, contractor or private snow removal ~~firm~~ company or entity shall, while in the process of snow plowing or removal, deposit, or cause to be deposited, any snow and/or ice ~~onto the pavement or sidewalk of any public street, except the tree lawn on the same premises from which the snow is removed~~ that would obstruct, hinder, block or cause damage to any public road, public crosswalk, public sidewalk, public driveway or fire hydrant. City or State snow plow operations are exempt from this Section.”

SECTION 2: 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
Fijabi Julien-Gallam, CMC

PROPOSED LEGISLATION



DATE: 09/14/2020

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 64-2020** - An ordinance amending Section 854.08(a) of the City of Brunswick Codified Ordinances. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Grant Aungst*)

BACKGROUND: The Ordinances of the City of Brunswick pertaining to private snow removal contractors and companies currently regulate the method for depositing of snow and/or ice on private streets as it does on public streets. The City has been notified by home owners associations that the private companies with whom they contract are unable to conform their snow plowing technique to these regulations due to private street widths and spacing of drive aprons. This legislation would update the current ordinance to eliminate private streets from these specific regulations.

PURPOSE AND EXPLANATION: By updating the current ordinance, the City will no longer regulate the method for snow and ice removal on private streets, thereby eliminating the hardship on homeowners and their associations who hire private contractors for this service.

IMPLEMENTATION SCHEDULE: As soon as allowed by law.

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: n/a

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:**

1
CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 64-2020

BY: Committee-of-the-Whole

AN ORDINANCE AMENDING SECTION 854.08(a) OF THE CITY OF BRUNSWICK CODIFIED ORDINANCES.

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

SECTION 1: That Section 854.08(a) of the Codified Ordinances is hereby amended to read as follows:

“(e) No person, company, contractor or private snow removal company or entity shall, while in the process of snow plowing or removal, ~~shall~~ deposit or cause to be deposited, any snow and/or ice that would obstruct, hinder, block or cause damage to any public ~~or private~~ road, public crosswalk, public sidewalk, public driveway or fire hydrant.”

SECTION 2: 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
Fijabi Julien-Gallam, CMC

PROPOSED LEGISLATION



DATE: 09/14/2020

TO: Vice Mayor Michael Abella Jr. and Members of City Council

FROM: Carl S. DeForest, City Manager
Grant Aungst

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 65-2020** - A resolution authorizing the City Manager to enter into a Grant Agreement with I.D. Images LLC. **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Grant Aungst*)

BACKGROUND: City Administration has been in discussions with I.D. Images, LLC, an existing business in the City's industrial park, regarding the purchase and move to an existing building and upgrades to the existing structure and site, including additional staffing. Discussions involve economic development incentives that may be available.

PURPOSE AND EXPLANATION: The City has in place an economic development grant program to promote the creation of jobs and stimulate economic growth. As part of the agreement, the City shall provide I.D. Images, LLC, with an annual grant in an amount equal to 100% of Municipal Income Tax Receipts as defined in the agreement, upon annual employee payroll performed in the City per Ohio Revised Code Section 718.02(A)(2) between \$3,500,000 and \$5,500,000. And as part of the agreement, the City shall provide I.D. Images, LLC, with an annual grant in an amount equal to 50% of Municipal Income Tax Receipts as defined in the agreement, upon annual employee payroll performed in the City per Ohio Revised Code Section 718.02(A)(2) between \$5,500,000 and \$8,000,000. No grant shall be paid from Municipal Income Tax Receipts on employee payroll less than \$3,500,000 or greater than \$8,000,000. In order to receive and retain the grant for a maximum of five years, I.D. Images LLC shall retain a business operation in the City, currently or to be located at 2991 Interstate Parkway, moving to 1120 West 130th Street, Brunswick, Ohio 44212 for a minimum period of 10 years. The grant would be from non-tax sources.

IMPLEMENTATION SCHEDULE:

FINANCIAL INFORMATION:

FINANCIAL SUMMARY: Fiscal approval for this agreement and each applicable year will be done through an annual

purchase order, subject to Council's appropriation and the applicable tax rate in existence at the time. The estimated \$65,000 amount for the completed year of 2021 is the calculated not to exceed maximum amount for the first year of the agreement provided all applicable conditions in the agreement are met, tax rates remain the same, and sufficient appropriations have been passed by Council. Any grant given would come from non-tax sources.

**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. 65-2020

BY: Committee-of-the-Whole

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO
A GRANT AGREEMENT WITH I.D. IMAGES LLC.

WHEREAS: In accordance with applicable Ohio law, the City has developed a program to promote the creation of jobs and stimulate economic development in the City;

WHEREAS: The City is desirous of entering into a Grant Agreement with I.D. Images LLC to promote the creation of jobs and stimulate economic development in the City.

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

SECTION 1: That the City Manager, upon approval of the Law Director, is authorized and directed to enter into the Grant Agreement with I.D. Images LLC, as 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
Fijabi Julien-Gallam, CMC

GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is entered into by and between the City of Brunswick, Ohio, a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio (the "City"), and I.D. Images LLC, an Ohio limited liability company (the "Company").

RECITALS:

WHEREAS, the Company and its affiliated entities (any entity that controls the Company, is controlled by Company, or is under common control with Company and is not presently located in the City is an "Affiliate"), provide labels and other products to businesses seeking to improve their marketing, supply chains, and overall productivity via improved information flow; and

WHEREAS, the Company wishes to consolidate and expand its operations in the City and has made a request of the City for assistance through the form of an economic development grant; and

WHEREAS, in accordance with applicable Ohio law and as set forth in Article XVIII, Section 7 of the Ohio Constitution, the City has developed a program to promote the creation of jobs and stimulate economic development in the City; and

WHEREAS, the City has determined to offer economic development incentives described herein to induce the Company to maintain and expand its workforce within the City to create jobs and employment opportunities and to improve the economic welfare of the people of the State of Ohio and the City, all as authorized in Article VIII, Section 13 of the Ohio Constitution.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and intending to be legally bound, the City and the Company agree as follows:

A. Company – Representations, Covenants and Warranties.

- 1) In order to receive and retain the Grant as described in Section B below, the Company shall retain a business operation in the City, which is presently located at 2991 Interstate Parkway, Brunswick, Ohio, for a minimum period of ten (10) years (the "Reporting Period") commencing on January 1, 2021 (the "Commencement Date"), with a minimum annual employee payroll performed in the City of \$3,500,000.00 (the "Minimum Annual Employee Payroll") during the Reporting Period. If the Company fails to maintain the Minimum Annual Employee Payroll throughout the Reporting Period, except during a Force Majeure Event as set forth herein, the City may terminate this Agreement. If the City terminates this Agreement, the City may, upon thirty (30) days' written notice submitted to the Company, demand repayment of the Grant (defined below) in an amount proportionate to the years or portions thereof remaining in the ten (10) year Reporting Period (the "Repayment Calculation"). By means of example, if this Agreement were to terminate as provided herein (or Company was to default under its obligations hereunder): (a) during year 8 of the Reporting Period, Company would be required to repay the last three (3) years of Grant funds receipted from the City; or (b) during year 6 of the Reporting Period, Company would be required to repay all five (5) years of Grant funds receipted from the City.

- 2) During the term of this Agreement, if the Company or any employees of the Company or any Affiliate were to file and receive a tax refund on any Municipal Income Tax Receipt (defined below) for which the Company received a Grant(defined below), the Company agrees to refund to the City that portion of the Grant.

B. Grants.

- 1) The City shall provide the Company with an annual grant (the "Grant") in an amount equal to the sum of (a) 100% of Municipal Income Tax Receipts, as defined below, upon annual employee payroll performed in the City per Ohio Revised Code Section 718.02(A)(2) above \$3,500,000.00 and up to \$5,500,000.00, and (b) 50% of Municipal Income Tax Receipts, as defined below, upon annual employee payroll performed in the City per Ohio Revised Code Section 718.02(A)(2) above \$5,500,000.00 and up to \$8,000,000.00 . No Grant shall be paid from Municipal Income Tax Receipts on annual employee payroll less than \$3,500,000.00 or greater than \$8,000,000.00. The Grant shall be payable solely from City Non-Tax Revenues, as defined below.

"Municipal Income Tax Receipts", as used herein, means the municipal income taxes actually received by the City during the twelve (12) month period commencing on the Commencement Date, and each twelve (12) months thereafter for the term of this Agreement, derived from the employees of Company and its Affiliates performing services in the City.

"Non-Tax Revenues", as used herein, means all moneys of the City which are not moneys raised by taxation, to the extent available for the purpose of making any payments required hereunder, including, but not limited to, the following: (a) grants from the United States of America and the State of Ohio; (b) payments in lieu of taxes now or hereafter authorized by State statute to the extent not pledged to pay debt charges on other City indebtedness; (c) fines and forfeitures which are deposited in the City's General Fund; (d) fees deposited in the City's General Fund for services provided and from properly imposed licenses and permits; (e) investment earnings on the City's General Fund; (f) investment earnings on other funds of the City that are credited to the City's General Fund; (g) proceeds from the sale of assets which are deposited in the City's General Fund; (h) gifts and donations; and (i) all rental payments which are deposited in the City's General Fund.

Nothing herein shall be construed as requiring the City to use or apply to the payment of its obligation hereunder any funds or revenues from any source other than Non-Tax Revenues; provided, however, that nothing herein shall be deemed to prohibit the City, at its sole discretion, from using, to the extent that it is authorized by law to do so, any other resources for the fulfillment of any of the terms, conditions or obligations of this Agreement. The obligation to make any Grant hereunder shall terminate immediately if Company ceases business operations within the corporate limits of the City or otherwise fails to fulfill its obligations under this Agreement.

- 2) The annual Grant set forth above shall begin at the Commencement Date and continue for a period of five (5) consecutive twelve (12) month periods (the "Grant Term" and each of the five years is a "Grant Term Year") unless earlier terminated as set forth in this Agreement.
- 3) Notwithstanding anything to the contrary herein, the Company may terminate this Agreement effective upon sixty (60) days prior written notice to the City, in which event the City will be

released from any further liability or obligation to Company. In such event, Company shall, without demand from the City, repay all Grant amounts consistent with the Repayment Calculation detailed in Section A(1) hereof.

- 4) The Grant required hereunder shall be made to Company upon the occurrence of the following: (a) the City's actual receipt of Municipal Income Tax Receipts; (b) the City's actual receipt of all necessary municipal tax returns from Company, which shall be hand-delivered to the Finance Director/Assistant Finance Director; and (c) the City's receipt, review and approval of any requested and reasonably necessary supporting documentation as required herein, which, if requested by the City, shall be requested within thirty (30) days after the City's actual receipt of all necessary municipal income tax returns as hand-delivered by the Company.

Any Grant payment required hereunder shall be made by check payable to Company, to be forwarded by a nationally recognized overnight courier within ninety (90) days of payment and filing all necessary municipal tax returns and forms with the City for the subject twelve (12) month period, to the notice address provided in Section C below, as may be updated by written notice to the City from time to time.

C. Additional Covenants and General Conditions.

- 1) This Agreement is specifically conditioned upon enactment by the Brunswick City Council of a Resolution approving this Agreement.
- 2) Upon written notice to the City, the Company may wholly or partially assign its rights, obligations, or both, to one or more Affiliates. Otherwise, Company may not assign its rights or obligations under this Agreement without the express written consent of the City, which consent shall not be unreasonably conditioned, delayed or withheld.
- 3) Company agrees to provide the City with information reasonably requested by the City to evaluate the Company's compliance with this Agreement and to calculate the amount due hereunder until the end of the Reporting Period.
- 4) A notice, demand, or other communication that may be provided or is otherwise required under this Agreement shall be sufficiently given or delivered if it is mailed by registered or certified mail, postage prepaid, return receipt requested, or delivered personally as follows:

To the City:

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

To Company:

I.D. Images, LLC

Attn: Brian D. Gale

2991 Interstate Parkway

Brunswick, Ohio 44212

With a copy to:

Vorys, Sater, Seymour and Pease LLP

52 East Gay Street

Columbus, Ohio 43215

Attention: Scott J. Ziance

- 5) For a period from the execution of this Agreement to the end of the first Grant Term Year, the City will waive the cost of any building permits requested by the Company in an amount not to exceed \$5,000.00.
- 6) This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Ohio.
- 7) Any delay in the performance of any of the duties or obligations identified in this Agreement of either party (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of a Force Majeure Event (as defined below). A Force Majeure Event pauses a party's performance obligation for the duration of the event, but does not excuse it. "Force Majeure Event" means any event or occurrence that is not within the control of such party and prevents a party from performing its obligations under this Agreement, including without limitation, the following: acts of God; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornados; storms; droughts; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; or events otherwise outside the control of the Delayed Party. The Delayed Party shall give prompt (taking into account the nature of the Force Majeure Event) notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible.
- 8) This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but altogether shall constitute only one and the same instrument. Signatures or counterparts delivered by email, facsimile or other electronic means shall be deemed binding originals.

WHEREFORE, the parties hereto have caused this Agreement to be executed as of the dates indicated below.

CITY OF BRUNSWICK, OHIO

I.D. IMAGES, LLC

Carl S. DeForest, City Manager

By: _____

Brian D. Gale
Brian D. Gale

Title: _____

CEO
CEO

Date: _____

Date: _____

8/5/2020
8/5/2020

Approved as to form:

Kenneth J. Fisher, Law Director

Date: _____

This Grant Agreement has been approved by Brunswick City Council per Resolution No. _____ adopted on _____, _____, 2020.

Fijabi Julien-Gallam, Clerk of Council