

BRUNSWICK CITY COMMITTEE-OF-THE-WHOLE

Agenda

MAY 22, 2023

6:35 PM

**or Immediately Following
Finance Committee**

1. Discussion Items
2. Motion Items
 - (a) Motion to allow the City Manager to agree and accept the following agreements: Sub-Merchant Application and Agreement (SMAA), PayTrac Payment Service terms and conditions, Schedule A: PayTrac Payment Service rates & fees* and PayTrac Payment Services addendum.
3. Review Legislation

ORD. NO. 36-2023 - An ordinance authorizing the City Manager to forward a petition for detachment to the Medina County Commissioner's Office for the purpose of adjusting the City boundary lines to include an annexation into the City of Brunswick of PPN 001-02D-08-009. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

ORD. NO. 37-2023 - An emergency ordinance authorizing and adopting the proposed tax budget for the City of Brunswick, Ohio for the year beginning January 1, 2024, through December 31, 2024. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Todd Fischer*)
4. General Discussion
5. Executive Session
 - (a) Motion to go into Executive Session to discuss the subject of pending or imminent court action
6. Adjournment

PROPOSED MOTION



DATE: 5/22/2023

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Taylor Petkovsek

COPY: Mayor Ron Falconi

MOTION: Motion to allow the City Manager to agree and accept the following agreements: Sub-Merchant Application and Agreement (SMAA), PayTrac Payment Service terms and conditions, Schedule A: PayTrac Payment Service rates & fees* and PayTrac Payment Services addendum.

BACKGROUND: The City of Brunswick, Brunswick Community Recreation & Fitness Center has an agreement with Vermont Systems, Inc., (RecTrac) to provide recreation software support and recreation software maintenance services for the software product VSI (RecTrac). These additional agreements, once executed and implemented, would provide additional services for our members and guests, through an online portal (WebTrac) that will allow members to register and pay (Pay Trac) for membership renewals, program/activity registrations, facility reservations. These agreements also include the migration to a whole new credit card processor that works in conjunction with the current software provider. The new online payment services will also include an e-check payment option with no additional costs/fees to the customer. If a customer did not want to use the available free payment option (e-check), the customer could still choose another payment option available via credit card. The credit card option, however, will include a 2.55% processing fee borne by the customers under this new agreement. This fee and rate structure would also be similar to other services and payment options currently offered by the City for refuse, stormwater bills, income taxes, etc.

**PURPOSE AND
EXPLANATION:**

IMPLEMENTATION

SCHEDULE: If approved, the administration will start to work on the PayTrac Payment Services immediately.

**FINANCIAL
INFORMATION:**

**FINANCIAL
SUMMARY:**

See background above. The costs of adding the Pay Trac module is currently anticipated to be an additional \$50/month. Transaction fees to be borne by the City Recreation Center for e-

checks is expected to be a \$1/tranaction.

**RECOMMENDED
ACTION:**

**ADDITIONAL
INFORMATION:**

We plan to update our recreation software from version 10.3 to 3.1 in June 2023.

SUB-MERCHANT APPLICATION AND AGREEMENT (SMAA)

SECTION 1: SUB-MERCHANT INFORMATION

Business / Sub-Merchant (provide legal entity name)		Doing Business As (if applicable)	
Date of Formation		Approx. Years in Business	Business Address
Tax ID (FEIN)		Website (URL)	Business Phone
Primary Contact Name (for general communications)		Primary Contact Phone	Primary Contact Email
Business Type (Select One)	PUBLIC ☐	INDIVIDUAL ☐ Sole Proprietorship ☐ Individual	CORPORATION ☐ S-Corp. ☐ C-Corp. ☐ LLC
	PRIVATE ☐	☐ General Partnership ☐ Limited Partnership	☐ Non-Profit (501C) ☐ Government ☐ Other:
Has this business processed credit cards before?		Has this business ever been terminated from accepting credit cards from any network?	Will this business be running a presale prior to opening?
☐ Yes ☐ No		☐ Yes ☐ No	☐ Yes ☐ No ☐ NA
What payment methods will the business accept?		☐ Debit ☐ Credit ☐ ACH	
Briefly describe the nature of the services provided by this business?		What types of payment would this business like to accept?	
		☐ In-Person ☐ Online ☐ Telephone ☐ Mail-In ☐ Recurring Billing	

SECTION 2: TRANSACTION INFORMATION (all financial assumptions approximated in USD)

Annual Card Volume (\$)	Avg Ticket (Card) (\$)	Max Ticket (Card) (\$)	Annual ACH Volume (\$)	Avg Ticket (ACH) (\$)	Max. Ticket (ACH) (\$)
Total Annual Sales – All Transactions (\$)					

SECTION 3: LOCATION INFORMATION (use additional pages if necessary)

	Location/Business Name	Business Address	Same as Section 1	Business Phone
1			☐	
2			☐	
3			☐	
4			☐	
5			☐	
6			☐	

SECTION 4: MERCHANT ID INFORMATION (use additional pages if necessary)

	Merchant ID Account Name (will appear on statement)	Associated Section 3 Location or Address	Card Present	Web	Billing	eCheck	Service Fees	Annual Card Revenue
1		Location #: _____	☐	☐	☐	☐	☐	
2		Location #: _____	☐	☐	☐	☐	☐	
3		Location #: _____	☐	☐	☐	☐	☐	
4		Location #: _____	☐	☐	☐	☐	☐	
5		Location #: _____	☐	☐	☐	☐	☐	
6		Location #: _____	☐	☐	☐	☐	☐	

SECTION 5: OWNER INFORMATION

Why Do We Need This Information? We require certain information about your ownership for compliance with federal Know-Your-Customer (or "KYC") regulations promulgated by the Financial Crimes Enforcement Network Bureau of the U.S. Department of Treasury. KYC regulations seek to prevent financial crimes and the funding of terrorism, among other things. The information sought below is required by KYC regulations. Information about Beneficial Owners must be provided for any person or entity with a 25% or more ownership interest in the Sub-Merchant unless the Sub-Merchant is a Government Entity. Beneficial Owners may be natural persons (with Social Security Numbers) or they may be another legal entity (with a federal tax ID number). In addition to Beneficial Owner information, **at least one (1) "Control Owner" must be provided.** A Control Owner is not required to have an ownership interest in the Sub-Merchant (although they often do), and the **Control Owner must be a natural person with significant responsibility to control, manage or direct the activities of the Sub-Merchant's business.** Control Owners often have the title of CEO, CFO, COO, Managing Member, General Partner, President or Treasurer.

CONTROL OWNER (MUST BE A NATURAL PERSON; required fields for all applicants denoted with *; SSN and Driver's License information only required for non-government entity)

Full Legal Name *		Social Security Number		Date of Birth *	
Address (Home or Business) *				Title	
Driver's License State	Driver's License Number	Phone (Home or Business) *		Email *	

BENEFICIAL OWNER(S) (may be a natural person or legal entity; SSN and/or FEIN required; Beneficial Owner(s) information required for non-government entity)

BENEFICIAL OWNER 1

Full Legal Name (Owner 1)		SSN or FEIN	Date of Birth / Date of Incorporation	
Address (Home or Business)			Email	
Driver's License State	Driver's License Number	Phone	Ownership Interest	

BENEFICIAL OWNER 2

Full Legal Name (Owner 2)		SSN or FEIN	Date of Birth / Date of Incorporation	
Address (Home or Business)			Email	
Driver's License State	Driver's License Number	Phone	Ownership Interest	

SECTION 6: BANKING INFORMATION (copy of a voided check or a bank letter with full account details listed will be required)

Bank Name	Account Name	Routing Number	Account Number

ACKNOWLEDGEMENT: By signing below, Sub-Merchant expressly acknowledges that: (1) the individual signing this Sub-Merchant Agreement has the proper legal authority to bind the Sub-Merchant; (2) the Sub-Merchant's Application for payment services may be rejected in underwriting but, once accepted, will constitute a legally binding Sub-Merchant Agreement with the Payment Facilitator identified below; (3) all information provided herein is true and accurate to the best of Sub-Merchant's knowledge; (4) the Payment Service Terms and Conditions, Payment Services Addendum, Schedule A, and Merchant Services Agreement for Sub-Merchants shall become part of this Sub-Merchant Agreement; (5) the Payment Facilitator's provision of payment services under the Sub-Merchant Agreement shall be expressly conditioned on Sub-Merchant's payment of all fees and other charges, and its compliance with VS's Terms of Service and Privacy Policy, as may be revised from time to time; and (6) the authority granted herein shall be in the nature of a Power of Attorney, which shall be deemed created, is irrevocable and coupled with an interest.

AUTHORIZATION: Sub-Merchant expressly authorizes the Payment Facilitator identified below to take the following actions: (1) to establish a primary merchant account with a payment processor of the Payment Facilitator's choosing; (2) to access Customer Data, including but not limited to Cardholder Data, for the purposes of providing the payment services contemplated by the Agreement; (3) to execute documents on Sub-Merchant's behalf, or to take any other action which the Payment Facilitator deems reasonably necessary to provide its payment services to Sub-Merchant as described herein; (4) to access Sub-Merchant's designated account(s) for purposes of received and accepting payments on settled transactions, together with any adjustments made on Sub-Merchant's behalf; (5) to collect any Fees or other charges owed to Payment Facilitator, or any of Payment Facilitator's affiliates or subsidiaries, directly from the Sub-Merchant's EFT/ACH draft; (6) to set up a reserve account where Payment Facilitator considers it reasonably necessary to protect its legitimate business interests; (7) to withhold the remittance of any funds in accordance with lawful orders, garnishments and/or tax levies; (8) to recoup, retrieve or collect from any source of available funds, including but not limited to the Sub-Merchant's EFT/ACH draft, any Payment Facilitator expenditures related to Sub-Merchant's eCheck returns, chargebacks, negative accruals or overdrawn accounts; and (9) to transfer billed amounts to an account held by Payment Facilitator to facilitate the settling of transactions run at the Sub-Merchant's place or places of business.

SUBMITTED AND AGREED TO BY:		ACCEPTED BY:	
Sub-Merchant		Vermont Systems, Payment Facilitator	
X		X	
Name	Date	Name	Date

PAYTRAC PAYMENT SERVICE TERMS AND CONDITIONS

- 1. SUB-MERCHANT AGREEMENT.** These PayTrac Payment Service Terms and Conditions govern the terms and conditions under which we, as a payment facilitator, will agree to provide you, as a sub-merchant, with certain payment-related services. For purposes of this Sub-Merchant Agreement, the sub-merchant identified in the Sub-Merchant Application and Agreement (“**SMAA**”) will be identified as “**you**,” “**your**,” or “**Sub-Merchant**.” These Payment Terms and Conditions, together with your completed and approved SMAA, will form a binding “Sub-Merchant Agreement” between you and the payment facilitator identified in the SMAA (“**we**,” “**us**,” “**our**,” or “**Payment Facilitator**”). If you are receiving Payment Services (defined below) from us, then your Sub-Merchant Agreement will become part of your overall Agreement with us, which Agreement includes, in addition to the Sub-Merchant Agreement, our Terms of Service, Privacy Policy and other referenced exhibits, schedules or addenda. Terms not defined herein shall have the meanings as set forth in Section 1 of the Terms of Service.
- 2. PAYMENT SERVICES.** Provided you satisfy the underwriting criteria for receipt of Payment Services and remain in compliance with the Agreement, we will agree to provide you with the payment services as described in the Agreement (collectively, “**Payment Services**”). In exchange for Payment Services, you agree to pay us the rates, fees and other charges described in the Agreement (collectively, “**Fees**”). Besides us, there are other third parties involved in the facilitation and processing of Payment Services; these third parties include banks (i.e., acquiring bank, sponsor bank), the major card networks/associations such as Visa, Mastercard, Discover and American Express (collectively, “**Card Brands**” unless referred to individually by name), and our designated payment processor (“**Processor**”). Each of these parties serve an important function in the facilitation, processing and settling of transactions associated with your business. By designating us as your agent for payment facilitation services, and remaining in compliance with the terms of the Agreement (including payment of all of our Fees), you will receive the right to accept payments from customers, clients and/or members (collectively, “**End Users**”) through validly issued bankcards (“**cards**”) associated with the Card Brands, and/or, if approved, through automated clearing house transactions (“**ACH**”) regulated by the National Automated Clearing House Association (“**NACHA**”). We will only provide you with Payment Services for transactions run on active, non-defaulted End User agreements properly delivered to us through the appropriate system in accordance with the Agreement’s terms and conditions including, without limitation, this Sub-Merchant Agreement.
- 3. APPLICATION PROCESS; UNDERWRITING; APPROVAL FOR PAYMENT SERVICES.** Completion of the SMAA and submission through our standard underwriting process shall be a pre-requisite and pre-condition to your receipt of Payment Services. If you fail to meet our then-current underwriting requirements, or the then-current underwriting requirements of our Processor (as applicable), you shall not be allowed to receive Payment Services. Federal regulations such as the USA Patriot Act or FinCEN require financial institutions (i.e., banks) to verify the identity of persons seeking to open a depository account. Our Processor, in turn, requires that we submit certain information about each sub-merchant through underwriting prior to such sub-merchant’s receipt of payment services. Information that we may request includes, but is not limited to, basic sub-merchant information such as entity name, business address, tax number, date of formation, years in business; transaction information, processing volumes, payment types accepted, address of business locations where payments may be accepted; and information about who owns and controls the sub-merchant. It shall be your sole responsibility to provide us with all required information, to ensure the accuracy and completeness of the information provided, to provide us with timely and accurate updates if your information changes, and to make the required acknowledgements and authorizations related to Payment Services as described in the Sub-Merchant Agreement. We (and our Processor, as applicable) will base underwriting decision on the information provided. If, after approval, we discover that certain information provided in the SMAA was false, incomplete, misleading or inaccurate, as determined by us or our Processor, we reserve the right to suspend or terminate Payment Services immediately at our discretion. If you pass underwriting and your application is approved, then your SMAA will automatically convert to a Sub-Merchant Agreement which incorporates these Payment Terms & Conditions (and other documents forming the Agreement) by reference. Underwriting approval and conversion of your application to a Sub-Merchant Agreement may occur without notice to you. Your failure to notify us of changes to your business may be considered a material breach of the Sub-Merchant Agreement. You expressly authorize us to make business and/or personal credit inquiries (including, without limitation, credit report inquiries into your directors, officers and principals), identity-verification inquiries, transaction-verification inquiries (including, without limitation, contacting End Users to verify transactions), and any other inquiry or background check that we consider reasonably necessary as related to our provision of the Payment Services. You further agree to provide us with any information or documentation requested by the Processor, the Card Brands and/or the bank(s).
- 4. DESIGNATION AS LIMITED PAYMENTS AGENT.** By entering into this Sub-Merchant Agreement, you are appointing us as your limited payments agent for the sole purpose of receiving, holding and settling payments made to you for your goods and services as validly entered in and through our system or platform. We will settle payments that are actually received by us to you, less any amounts owed to us, including fees and other obligations, and subject to the terms and conditions of the Agreement, including without limitation, this Sub-Merchant Agreement. You agree that a payment received by us on your behalf satisfies an End User’s (i.e., a payor’s) obligation to make payment to you, regardless of whether we actually settle the payment to you. If we do not settle the payment to you, you will only have recourse against us and not the End User, as payment is deemed made by an End User to you upon constructive or actual receipt of funds by us. We will process

transactions in accordance with your written instructions, the agreement(s) in place with us or End Users, and applicable law, rules or regulations.

5. **DESIGNATED ACCOUNT.** You will be required to open and maintain a business bank account with a U.S.-chartered bank (your “**Designated Account**,” or, if you have more than one account, your “**Designated Accounts**”). Each sub-merchant entity must have its own Designated Account and the name on the Designated Account must match the sub-merchant’s legal entity name or registered doing-business-as name. All remits or other deposits to you as associated with Payment Services will be made into your Designated Account(s).
6. **PROHIBITED ACTIVITIES.** In receiving Payment Services, you shall not, through yourself or a third party: (a) submit any transaction to us that was previously charged back and subsequently returned to you, irrespective of cardholder approval; (b) knowingly submit any transaction that is illegal or that you should have known was illegal (you acknowledge that such transaction must be legal in both your and the cardholder’s jurisdiction); (c) submit a transaction that you know, or should have known, is either fraudulent or not authorized by the cardholder; (d) require a cardholder to complete a postcard or similar device that includes the cardholder’s account number, card expiration date, signature, or any other card account data in plain view when mailed, nor request a Card Verification Value 2 (“**CVV2**”) for a card-present transaction, nor retain or store any portion of the magnetic-stripe data subsequent to the authorization of a sales transaction, nor any other data prohibited by the Card Brands operating regulations or this Sub-Merchant Agreement, including CVV2; (e) add a surcharge to transactions except as expressly permitted by, and in full compliance with, the Card Brands operating regulations; (f) charge a minimum or maximum amount for a transaction unless expressly authorized by, and in full compliance with, the Card Brands operating regulations; (g) disburse funds in the form of cash unless you are participating in full compliance with a program supported by a Card Brand for such cash disbursements and in full compliance with the Card Brand’s operating regulations; (h) submit a transaction that does not result from an act between you and a cardholder; (i) accept a card issued by a U.S. issuer to collect or refinance an existing debt, unless expressly authorized by, and in full compliance with, Card Brand operating regulations; (j) request or use a card account number for any purpose other than as payment for your goods or services; (k) add any tax to transactions, unless applicable law expressly requires that you are permitted to impose a tax (in such event, any tax amount, if allowed, must be included in the transaction amount and not collected separately); (l) process transactions for, receive payments on behalf of, or redirect payments to a third party (unless required by law); (m) copy, modify, adapt, translate, reverse engineer, decompile, or disassemble, in any way, any portion of the Payment Services; (n) interfere with or violate any other of our services or End User’s right to privacy or other rights, or harvest or collect personally identifiable information about End Users without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine; (o) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others; (p) transmit or otherwise make available in connection with the Payment Services any virus, worm, trojan horse, time bomb, web bug, spyware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component; (q) interfere with or disrupt the operation of the Payment Services, or the servers or networks that host the Payment Services or make them available, or violate any requirements, procedures, policies, or regulations of such servers or networks; (r) sell, license, or exploit for any commercial purposes any use of or access to the Payment Services other than as permitted by us; (s) forward any data generated from the Payment Services without our prior written consent; (t) sublicense any or all of the Payment Services to any third party; and/or (u) transfer or assign your account password or credentials, even temporarily, to a third party. We reserve the right to monitor you and your End User’s use of the Payment Services to ensure compliance with the Agreement including, without limitation, this Sub-Merchant Agreement and applicable law. If we determine that you are not in compliance with the Sub-Merchant Agreement, we reserve the right to take appropriate remedial action including, without limitation, suspending or terminating Payment Services, or suspending or terminating your access to the system or platform. In receiving Payment Services, you further acknowledge, represent and warrant that you will not make Payment Services available to (i) any person who appears on the U.S. Department of Treasury Office of Foreign Assets Control Specially Designated Nationals list; (ii) any person who is less than 18 years of age; (iii) any person or entity who has been previously terminated for cause by us, or any of our affiliates; and (iv) who is not domiciled in the U.S.
7. **SUB-MERCHANT REPRESENTATIONS.** You represent and warrant that (a) you are at least 18 years of age; (b) if an individual account, you are a sole proprietorship validly existing in the United States, Canada, or its territories, and if an entity, that the entity was validly formed, registered and is in good standing in at least one of the fifty United States, Canada, or its territories; (c) you have never been placed on the MasterCard MATCH system or the Combined Terminated Merchant File, and if so, you have disclosed this to us; and (d) all transactions are bona fide and no transaction involves the use of a Card for any purpose other than the purchase of goods or services from you.
8. **END USERS.** We are not a party to any contract or business relationship that you may have with End Users, and we shall have no obligations or liability under any such agreement or business relationship. You are solely responsible for your own products and services, and for the content and legality of your own contracting documents with End Users (“**End User Agreements**”). Notwithstanding the foregoing, to the extent we determine that the language in your End User Agreement is inadequate to protect our interests or authorize Payment Services (and, specifically, the billing of End User accounts for your products and/or services), we may require you to include a payment authorization provision acceptable to us in your End User Agreement. If you fail to include such a provision in your End User Agreements, we may consider this a material breach of

the Sub-Merchant Agreement and/or suspend Payment Services (permanently or temporarily) based on your non-compliance. We make no representations or guarantees with respect to End User fund availability, that a transaction is or will be authorized or processed, or that a transaction will not later result in a chargeback or reversal.

- 9. REGULATORY STATUS.** In providing Payment Services to you, we are your designated agent for certain payment facilitation services, as integrated with our proprietary technologies, but always acting at your direction in accordance with the contracts that have been entered into including, without limitation, the Sub-Merchant Agreement. We are not a bank, money transmitter or other money services business. The Payment Services that we offer and the payment transactions that we help to facilitate involve the use of our own proprietary technologies and the efforts of third parties such as banks, the Card Brands, and our Processor.
- 10. TERM; TERMINATION OF PAYMENT SERVICES.** The term of this Sub-Merchant Agreement will run concurrently with the Term as described in your Agreement. As applicable, if we have entered into a Master Vendor Agreement with your franchisor, then the term of this Sub-Merchant Agreement will run concurrently with the Term as described in the Master Vendor Agreement. We shall have the right to terminate this Sub-Merchant Agreement at any time for any reason, or for no reason, and shall have no liability to you for any such termination. Upon termination, you shall immediately cease using the Payment Services. We shall have the right to delete your Designated Account information upon termination of the Sub-Merchant Agreement, but we shall also have the right, at our choosing, to retain copies of such information for up to five (5) years at our cost. This Sub-Merchant Agreement shall terminate immediately if a bank, the Card Brands or our Processor require us to terminate the Sub-Merchant Agreement. Upon termination of Payment Services for any reason, you shall remain liable for any and all outstanding Fees owed.
- 11. TAXES.** It is your sole responsibility to determine what, if any, taxes apply to the sale of your products and services, or the payments you receive in connection with your use of our Payment Services (“**Taxes**”). It is solely your responsibility to assess, collect, report, or remit the correct tax to the proper taxing authority. We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction. You acknowledge that we will satisfy all IRS reporting requirements as required by law, including providing the IRS with an information return on your card transactions and third-party network transactions. We will also comply with any lawful orders, garnishments or tax levies associated with your account. This provision shall be read in conjunction with, and not in conflict of, any tax-related provision in the Terms of Service.
- 12. CARD BRAND RULES.** If you accept cards issued by any of the major Card Brands, then in addition to these Payment Terms and Conditions, you will also be obligated to comply with Card Brand rules and regulations, the terms of which are incorporated by reference herein. The operating regulations for each of the major Card Brands can be accessed at the links below:
- **VISA:** usa.visa.com/merchants/operations/op_regulations.html
 - **Mastercard:** <https://www.mastercard.us/en-us/business/overview/support/rules.html>
 - **American Express:** www.americanexpress.com/merchanttopguide
 - **Discover:** <https://www.discovernetwork.com/en-us/faq>
 - For transactions involving **ACH**, a copy of the NACHA operating rules and guidelines are available at www.achrulesonline.org.

Nothing in this Sub-Merchant Agreement shall be read or construed to interfere with or lessen the right of the Processor, the bank(s), or the Card Brands to terminate this Sub-Merchant Agreement; and, if this occurs, such termination shall not be considered a material breach of the Agreement by us. In the event of a conflict between this Sub-Merchant Agreement and the Card Brand’s operating regulations, the Card Brand operating regulations will control. With respect to the Card Brand operating regulations, you acknowledge and agree that: (a) you will be responsible for the actions of your employees and agents; (b) you will comply with all applicable laws and regulations and all applicable parts of the operating regulations, including those parts regarding the ownership and use of Card Brand marks; (c) you will notify us, as your payment facilitator, of any third-party that will have access to Cardholder Data; (d) you will comply with, and will contractually require your suppliers and agents to comply with, the provisions of the Cardholder Information Security Program (CISP) and PCI DSS, or other security program as required by a Card Brand and demonstrate compliance with these security obligations; and (e) Card Brands may conduct, or direct another party to conduct, an audit of you at any time, and you must comply in all material respects with such audit until its completion.

- 13. AMERICAN EXPRESS OPT-BLUE PROGRAM.** The following provision only applies if you are participating in the American Express Opt-Blue Program, as controlled by the American Express OptBlue Program operating regulations. As a participant in the American Express Opt-Blue Program: (a) you must comply with, and accept American Express cards in accordance with the terms of this Sub-Merchant Agreement and the American Express Merchant Operating Guide, as such terms may be amended from time to time; (b) you acknowledge that the American Express Merchant Operating Guide is incorporated by reference into this Sub-Merchant Agreement and is available online [here](#); (c) you expressly authorize us to submit transactions

to, and receive settlement from, American Express on your behalf; (d) you expressly consent to our collection and disclosure of transaction data, Sub-Merchant Data, and other information about you to American Express, and to American Express using such information to perform its responsibilities in connection with the American Express Program, promote the American Express network, perform analytics and create reports, and for any other lawful business purposes, including commercial marketing communication purposes within the parameters of the program agreement, and important transactional or relationship communications from American Express.

In addition, you acknowledge and agree that: (i) you may opt-out from receiving future commercial marketing communications from American Express; (ii) you may be converted from the American Express Program to a direct card acceptance relationship with American Express if and when you become a high CV merchant in accordance with Section 10.5, "High CV Merchant Conversions," and upon conversion, you will be bound by American Express' then-current Card Acceptance Agreement and American Express will set pricing and other fees payable by you for card acceptance; (iii) American Express may use information obtained in the SMAA at the time of setup to screen, communicate and/or monitor you in connection with card marketing and administrative purposes; (iv) you shall not assign to any third party any payments due to you under your respective End User Agreement, and further agree that all indebtedness arising from charges will be for bona fide sales of goods and services (or both) at your establishments and free of liens, claims, and encumbrances other than ordinary sales taxes, provided, however, that you may sell and assign future transaction receivables to us, our affiliated entities and/or any other cash advance funding sources who partner with us or our affiliated entities without consent of American Express; (v) American Express is a third-party beneficiary to this Sub-Agreement and retains all rights, but not obligations, in the Sub-Merchant Agreement that will fully provide American Express with the ability to enforce the terms of the Payment Facilitator's Sub-Merchant Agreement against you; (vi) you may opt out of accepting cards at any time without directly or indirectly affecting your rights to accept other payment products; (vii) we may terminate your right to accept cards if you breach any of the provisions in this Section or the American Express Merchant Operating Guide; (viii) we have the right to immediately terminate the Sub-Merchant Agreement for cause, for fraudulent or other activity, or upon American Express' request; (ix) your refund policies for purchases on a card must be at least as favorable as your refund policy for purchases on any other payment products, and you further agree that the refund policy be disclosed to cardmembers at the time of purchase and in compliance with applicable law; (x) you are prohibited against billing or collecting from any cardmember for any purchase or payment on the card unless chargeback has been exercised, you have fully paid for such charge, and you otherwise have the right to do so; (xi) you must comply with applicable laws, rules and regulations relating to the conduct of your business, including the DSR and PCI DSS, each as described in Chapter 15, "Data Security;" (xii) you will report all instances of a data Incident immediately to us after discovery of the incident; (xiii) you will cease all use of, and remove American Express' licensed marks from your website and wherever else they are displayed upon termination of this Sub-Merchant Agreement or your participation in the Program; (xiv) you will ensure data quality and agree that transaction data and customer information will be processed promptly, accurately and completely, and will comply with the American Express technical specifications; and (xv) you are solely responsible for being aware of and adhering to privacy and data protection laws and will provide specific and adequate disclosures to cardmembers on the collection, use, and processing of personal data.

14. **PCI DSS.** We have implemented certain technical and procedural safeguards to keep Cardholder Data safe and will continue to comply with Payment Card Industry Data Security Standards ("**PCI DSS**") as a Level 1 service provider to the extent we store, process or transmit Cardholder Data on your behalf. As a sub-merchant, you also have certain PCI DSS obligations to help keep Cardholder Data safe. Please visit this [link](#) to learn more about what you can and should do to protect payment transactions at your place of business. We reserve the right to suspend Payment Services for as long as we deem reasonably necessary to investigate suspicious or unusual activity associated with your account, and we shall have no liability to you for any losses that may be attributable to the period of suspension. Similarly, if you know or have reason to believe there has been a security intrusion that has or may result in unauthorized access to Cardholder Data, you must notify us immediately.
15. **PROCESSING LIMITS.** We reserve the right to assign a maximum dollar amount ("**Processing Limit**") per sales ticket and an aggregate maximum dollar amount of card and ACH transactions per calendar month to your account. If we assign a Processing Limit, we will communicate it to you in writing.
16. **MERCHANT SERVICES AGREEMENT WITH PROCESSOR.** In the event you process more than \$1,000,000 in Visa transactions and/or \$1,000,000 in MasterCard transactions (or such other amount as provided by the Card Brand's operating regulations) in any twelve month period ("**Benchmark Amount**"), then in addition to this Sub-Merchant Agreement with us, you may also be required to enter into a "Merchant Services Agreement for Sub-Merchants" with our Processor, the terms of which will be independently enforceable by our Processor.
17. **NEGATIVE ACCRUALS.** We reserve the right to collect a "**Negative Accrual Fee**" if your account goes negative during any given remit cycle. For clarity, we will only assess the Negative Accrual Fee once during a remit cycle period regardless of the number of times your account actually goes negative during that period. A "**Negative Accrual**" occurs where the total liabilities associated with your account exceed the total available funds in the account during a given remit cycle.
18. **ADVANCES.** An advance is any disbursement of funds prior to the regularly scheduled remit date. Any requests for an advance will be considered on a case-by-case basis although, as a general policy, we will not honor advance requests. Any

advance request must be sent to us in writing. If an advance is granted, you agree to pay a “**Remit Advance Fee**” for each advance provided.

- 19. RECONCILIATIONS; ERROR REPORTING.** You are responsible for reconciling your transaction history or remit reports with your actual transactions and you agree to notify us of any errors or discrepancies (each an “**Error**”). We will investigate reported Errors and attempt to promptly rectify them. In the event you are owed money as a result of an Error, we will transfer funds to your Designated Account at the next scheduled remit or pay-out cycle. Errors not reported to us within 60 days from when they first appear on your transaction history or remit report will be deemed waived.
- 20. SALES TRANSMITTALS.** You will retain a copy of the sales transmittal for the completed transaction for 25 months or such longer period as the Card Brand operation regulations may require. Within three business days of our request, you will produce copies of sales transmittals and other transaction evidence.
- 21. RECURRING TRANSACTIONS.** You will be required to obtain an End User’s prior written consent for recurring transactions. In obtaining such consent, End Users should be made aware of the product or service they are purchasing, the frequency of charges, the length of the contract’s term, and clear notice about how to properly cancel the recurring charges.
- 22. ACH PROCESSING.** To enable you to make and accept ACH payments, you authorize us to originate credit or debit records for the purpose of a funds transfer into the ACH network (“**Entries**”). We will use reasonable efforts to originate Entries on your behalf in accordance with the Sub-Merchant Agreement. You must only submit Entries for bona fide transactions with your End Users made in the ordinary course of business. All disputes between you and any of your End Users relating to any ACH transaction must be resolved between you and them. If we receive any notice of an ACH dispute or NACHA inquiry, we will forward such notice directly to you. We bear no financial responsibility for any disputed transaction. If we respond to a dispute or transaction inquiry on your behalf, you consent to pay our additional fees associated with these services.
- 23. REFUNDS; RETURNS.** You agree to process returns of and provide refunds and adjustments for products and/or services in accordance with your End User Agreements. In managing refunds and returns, you agree to: (a) maintain a fair return, cancellation or adjustment policy; (b) disclose your return or cancellation policy to End Users at the time of purchase; (c) not give cash refunds to an End User in connection with a card sale unless required by law; and (d) not accept cash or any other item of value for preparing a card sale refund. Your refund policies should be the same for all payment methods and should specifically include a requirement for prompt payment of refunds in order to mitigate chargeback risk.
- 24. CHARGEBACK LIABILITY.** For any transaction that results in a chargeback, we may withhold the chargeback amount in a reserve account. You grant us authorization to recover the amount of any chargeback and any associated fees, fines, or penalties listed in the Agreement, your End User Agreements, or assessed by a Card Brand or Processor. If you have pending chargebacks, we may delay payouts as necessary. Further, if we reasonably believe that a chargeback is likely with respect to any transaction, we may withhold the amount of the potential chargeback from remits otherwise due to you until such time that (a) the chargeback is assessed due to an End User (cardholder) complaint, in which case we will retain the funds; (b) the period of time under applicable law or regulation by which the End User (cardholder) may dispute that the transaction has expired; or (c) we determine that a chargeback on the transaction will not occur. If we are unable to recover funds related to a chargeback for which you are liable, you agree to pay us the full amount of the chargeback immediately upon demand. You agree to pay all costs and expenses, including attorneys’ fees and other legal expenses, incurred by us for the collection of all amounts unpaid by you.
- 25. RESERVE; SECURITY INTEREST.** Where deemed necessary or appropriate by us or our sponsor bank, we (or our sponsor bank) shall create a reserve account (“**Reserve**”) in order to protect us or the sponsor bank from actual or potential liabilities under this Sub-Merchant Agreement. The Reserve will be in an amount determined by us in our sole and absolute discretion to cover anticipated chargebacks, returns, unshipped product and/or unfulfilled services or credit risk based on your processing history. The Reserve may be raised, reduced or removed at any time by us (or at the direction of our sponsor bank). Where the Reserve is not adequately funded, you shall pay all amounts requested by us for the Reserve within one business day of a request for such amounts and we may build the Reserve by offsets from Remits, transaction settlements or by debiting by ACH any of your Designated Accounts with available funds. You hereby grant us a security interest in and lien on any and all funds held in any Reserve, and also authorizes us to make any withdrawals or debits from the Reserve, without prior notice to you, to collect amounts that you owe us under this Sub-Merchant Agreement, including without limitation, for any reversals of deposits or transfers. You will execute any additional documentation required for us to perfect our security interest in any funds in the Reserve. This security interest survives for as long as we hold funds in Reserve; however, it does not apply to any funds for which the grant of a security interest would be prohibited by law. You irrevocably assign to us all rights and legal interests to any interest or other earnings that accrue or are attributable to the Reserve.
- 26. RECOUPMENT OF FEES.** Where Fees are owing by you to us under the Agreement, we shall have the right to immediately, without prior consent or notice, offset or debit such amounts from funds: (a) deposited by you into your Designated Account(s); (b) due to you as remits; (c) held in the Reserve; or (d) available in your other payment instrument registered with our sponsor bank (if any). Your failure to pay all Fees owed to us on demand will be a breach of this Sub-Merchant Agreement. You will be liable for our costs associated with collection in addition to the amount owed, including without limitation attorneys’ fees and

expenses, collection agency fees, and interest at the lesser of one-and-one-half percent (1.5%) per month or the highest rate permitted by applicable law. In our discretion, we may make appropriate reports to credit reporting agencies and law enforcement authorities and cooperate with them in any resulting investigation or prosecution. You hereby expressly agree that all communication in relation to delinquent sub-merchant accounts may be made by us or by a third party acting on our behalf, including but not limited to a collections company.

- 27. INTELLECTUAL PROPERTY.** We reserve all rights not expressly granted to you in the Agreement, including without limitation, this Sub-Merchant Agreement. We own the title, copyright and other worldwide intellectual property rights in the Payment Services and all technology, components, systems, and hardware associated therewith. This Sub-Merchant Agreement does not grant you any rights to our trademarks or service marks, nor may you remove, obscure, or alter any of our trademarks or service marks included in the Payment Services. All comments and suggestions of or concerning the Payment Services provided to you shall be our property and you shall not have any rights therein.
- 28. INDEMNIFICATION.** To the extent permitted under the laws of Ohio, and in accordance with and per the legal confinements of **Ohio State Revised Code 2743.02**, You agree to indemnify, us and all third parties that assist in providing the Payment Services arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a third party person or entity that arises out of or related to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in the Sub-Merchant Agreement; (b) your wrongful or improper use of the Payment Services; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (d) your violation of any applicable law.
- 29. NO WARRANTIES.** THE PAYMENT SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. USE OF THE PAYMENT SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PAYMENT SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
- 30. LIMITATION ON LIABILITY.** WE SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF SALES, GOODWILL, PROFITS OR REVENUES. OUR LIABILITY UNDER THIS SUB-MERCHANT AGREEMENT FOR ANY CLAIM SHALL NOT EXCEED THE ANNUAL MAINTENANCE FEE. WE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY: (A) YOUR ACT OR OMISSION, OR THE ACT OR OMISSION OF ONE OF YOUR AFFILIATES OR END USERS; (B) YOUR USE OF OR INABILITY TO USE THE PAYMENT SERVICES; (C) DELAYS OR DISRUPTIONS IN THE PAYMENT SERVICES; (D) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING THE PAYMENT SERVICES; (E) BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE PAYMENT SERVICES; (F) ACT OR OMISSIONS OF THIRD PARTIES; (G) A SUSPENSION OR OTHER ACTION TAKEN IN ACCORDANCE WITH THE TERMS OF THIS SUB-MERCHANT AGREEMENT; (H) OUR NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR YOUR DIMINISHED ABILITY TO DO BUSINESS AS A RESULT OF CHANGES TO THIS SUB-MERCHANT AGREEMENT OR OUR POLICIES OR PAYMENT SERVICES MADE IN ACCORDANCE WITH THIS SUB-MERCHANT AGREEMENT OR APPLICABLE LAW; (I) ANY BREACH BY YOU OF THIS SUB-MERCHANT AGREEMENT; (J) INCORRECT OR INCOMPLETE TRANSACTION INFORMATION; OR (K) OUR ELECTION TO SUSPEND PROVIDING PAYMENT SERVICES ON THE BASIS OF OUR LEGAL, COMPLIANCE, OR RISK POLICIES.
- 31. TIME LIMIT TO INITIATE A DISPUTE.** Unless otherwise required by law, an action or proceeding by you relating to any dispute or claim by you under this Sub-Merchant Agreement must commence within four (4) years in accordance with the state of *Ohio Revised Code Section 1302.98 -Statute of limitations in contracts for sale - UCC 2-725*, after the cause of action accrues, failing which you forego any rights in respect thereof.
- 32. CONFIDENTIALITY.** Unless otherwise required by law, you shall, and shall cause your affiliates to, hold in strict confidence at all times following the date hereof all of our, our bank's or our Processor's Confidential Information, and neither you nor any of your affiliates shall use such Confidential Information for any purpose other than for the performance of your duties and obligations hereunder. If you breach, or threaten to breach, any of the provisions of this section, in addition to any other rights we may have, including a claim for damages, we shall have the right to have the provisions of this section specifically enforced, and your breach or threatened breach enjoined, by any court of competent jurisdiction, without presentment of a bond (such requirement being expressly waived by you), it being agreed that any breach or threatened breach of this section would cause irreparable harm to us in that money damages would not provide an adequate remedy.
- 33. RESERVED.**
- 34. INDEPENDENT CONTRACTOR.** The relationships of the parties to this Sub-Merchant Agreement shall be solely that of

independent contractors, and nothing contained herein shall be construed otherwise. Nothing in this Sub-Merchant Agreement or in the business or dealings between the parties shall be construed to make them joint ventures or partners with each other. Neither party shall do anything to suggest to third parties that the relationship between the parties is anything other than that of independent contractors.

- 35. ASSIGNMENT.** You may not assign or otherwise transfer any or all of your rights or obligations under the Sub-Merchant Agreement without our prior written consent, and any assignment without such prior written consent will be null and void. We may assign any of our rights or obligations hereunder to a third party without written notice to you.
- 36. OTHER AGREEMENT TERMS; CONFLICT.** Upon SMAA acceptance, this Sub-Merchant Agreement shall be considered incorporated by reference into your overall Agreement with us. To the extent any provision of this Sub-Merchant Agreement directly conflicts with any other provision of the Agreement, then the Sub-Merchant Agreement's terms shall be deemed to control.
- 37. COST REVIEW & POTENTIAL ADJUSTMENT.** We will conduct a quarterly review of the overall card processing costs. The first review will begin six (6) months after the initial implementation. If there is a material increase in card processing costs, we reserve the right to increase fees associated with Payment Services.

SIGNATURES ON FOLLOWING PAGE

AGREED TO BY CUSTOMER:

Customer:

Print name:

Date

Title:

ACCEPTED BY VERMONT SYSTEMS

RecTrac, LLC.

By: Patrick Hayden

Date

Its: President

PAYTRAC PAYMENT SERVICES ADDENDUM

This PayTrac Payment Services Addendum ("Addendum") between RecTrac, LLC d/b/a Vermont Systems ("VS") and City of Brunswick (OH) ("Customer") is intended to revise the Services Agreement, inclusive of all relevant attachments, schedules, exhibits and/or Addenda (collectively, "Agreement") previously or simultaneously executed between the Parties by adding to the Agreement the terms and conditions listed below.

- 1 **TERM.** The term of this Addendum will commence on the date executed by the Customer and will run coterminus with the Agreement.
- 2 **PAYMENT SERVICES.** Customer is adding VS PayTrac Payment Services to the suite of products and services it is receiving from VS (as reflected in the Order Schedule) at the rates described in the attached Schedule A. VS will provide Customer with Payment Services pursuant to a separately executed Sub-Merchant Agreement, inclusive of Customer's Sub-Merchant Application and Agreement ("SMAA") and VS's PayTrac Payment Service Terms & Conditions, each of which shall be incorporated by reference into the Agreement.
- 3 **SOFTWARE UPDATES.** To maintain the highest level of security for payment processing, the Customer agrees to operate on the most recent release of the software within 30 days of its general release. Extended delays to update the software may impact the ability to safely process transactions and VS reserves the right to disable processing until the software is updated.
- 4 **MISCELLANEOUS.** Except as expressly revised in this Addendum, the Agreement will remain in full force and effect. If there is any conflict of inconsistencies between this Addendum and the Agreement, this Addendum will control. VS's acceptance may be evidenced by its fulfillment of the Agreement which this Addendum revises.

AGREED TO AND ACCEPTED BY:

City of Brunswick (OH)

Print Name:

Title:

Date

SCHEDULE A: PAYTRAC PAYMENT SERVICE RATES & FEES*

TRANSACTION PARTIES		FUNDING**
Customer / Sub-Merchant:	City of Brunswick (OH)	Funds received by 7:00pm ET will be deposited in Customer’s designated account within three (3) business days
Payment Facilitator:	RecTrac, LLC d/b/a Vermont Systems	
Payment Processor:	WorldPay, LLC	
Sponsor Bank:	Fifth Third Bank	
<i>* Customer acknowledges and accepts that VS will collect its fees and charges for Payment Service directly from the EFT/ACH draft associated with the business location.</i> <i>** VS is not responsible for funding delays due to weekends, federal holidays or Force Majeure events or incidents.</i> <i>*** Daily settlement cut-off times are midnight local time.</i>		

FLAT RATE MODEL

CREDIT CARD PROCESSING FEES				
Mastercard Visa Discover	Per electronic authorization	\$	--	
	Per electronic authorization reversal (void)	\$	--	
	Per sale transaction	\$	--	
	Per refund transaction	\$	--	
	Per credit card decline	\$	--	
	Credit card account updater fee If & when available and option selected/elected	\$	1.00	
	Per chargeback request or return processed	\$	25.00	
	Mastercard-Visa-Discover acquired gross purchase sale %		2.55	%
American Express	Per AMEX sale transaction (AMEX Direct)	\$	--	
	Per AMEX refund transaction (AMEX Direct)	\$	--	
	Credit card account updater fee If & when available and option selected/elected	\$	1.00	
	Per chargeback request or return processed	\$	25.00	
	Per AMEX acquired settled transaction (Opt Blue)*	\$	--	
	AMEX acquired gross purchase sale % (Opt Blue)		2.55	%

* VS shall be permitted to switch its primary merchant account to Opt Blue without Sub-Merchant approval or pre-authorization.			
ACH PROCESSING FEES (if and when available & option selected/elected)			
ACH / e-Check Processing	ACH fee per sale transaction	\$	1.00
	ACH fee per refund transaction	\$	1.00
	ACH return fee per item	\$	1.50
	ACH account updater fee	\$	0.50
	ACH notification of change	\$	1.50
	ACH auto redeposit	\$	0.50
INSTANCE-BASED FEES			
Funding Fees	Per fiscal day overdraft fee	\$	110.00
	Per wired funds transfer	\$	15.00
	Per ACH credit / debit per funds transfer	\$	0.10
OTHER FEES			
	PCI Non-compliance Fee (Monthly rate) per MID, to be assessed if the Customer is found to be PCI non-compliant, not to exceed \$75.00 total.	\$	25.00
NOTES			

Customer

INITIALS: _____

PROPOSED LEGISLATION



DATE: 5/22/2023

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Ken Fisher

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 36-2023** - An ordinance authorizing the City Manager to forward a petition for detachment to the Medina County Commissioner's Office for the purpose of adjusting the City boundary lines to include an annexation into the City of Brunswick of PPN 001-02D-08-009. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

BACKGROUND: The City of Brunswick has been notified that a Petition for Regular Annexation on Application of Owners (the "Petition") was presented to the Medina County Commissioners requesting a parcel of land be annexed from Brunswick Hills Township to the City of Brunswick.

PURPOSE AND EXPLANATION: The approved legislation must be filed with the Medina County Commissioners' Office.

IMPLEMENTATION SCHEDULE: Three readings

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

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

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

**ADDITIONAL
INFORMATION:**

PETITION FOR BOUNDARY LINE ADJUSTMENT
Ohio Revised Code Section 503.07

TO: BOARD OF COUNTY COMMISSIONERS
MEDINA COUNTY, OHIO
144 NORTH BROADWAY
MEDINA, OHIO 44256

1. The undersigned is the City Manager for the City of Brunswick and has been authorized by the Brunswick City Council to forward this Petition to the Board of County Commissioners for the purpose of adjusting the boundary lines of the City of Brunswick and Brunswick Hills Township to reflect an annexation of real property to the City of Brunswick in accordance with Ohio Revised Code Chapters 503 and 709.
- 2) A copy of the Ordinance No. 36-2023 authorizing the City Manager to forward this Petition to the Board of County Commissioners is attached hereto as Exhibit “1” and incorporated herein by reference.
- 3) The annexation of the subject property is as detailed in Resolution No. 33-2023, as attached hereto as Exhibit “2” and incorporated herein by reference.
- 4) A copy of a map of the City of Brunswick indicating the annexation and change in boundary lines is attached hereto as Exhibit “3” and incorporated herein by reference.
- 5) Ohio Revised Code Section 503.07 states that:

“When the limits of a municipal corporation do not comprise the whole of the township in which it is situated, or if by change of the limits of such corporation include territory lying in more than one township, the legislative authority of such municipal corporation, by a vote of the majority of the members of such legislative authority, may petition the board of county commissioners for a change of township lines in order to make them identical, in whole or in part, with the limits of the municipal corporation, or to erect a new township out of the portion of such township included within the limits of such municipal corporation. The board, on presentation of such petition, with the proceedings of the legislative authority authenticated, at a regular or adjourned session, shall upon the petition of a city change the boundaries of the township or erect such new township, and may upon the petition of a village change the boundaries of the township or erect such new township.”
- 6) Ohio Revised Code Section 503.07 required the Board of County Commissioners to change the boundary lines upon the petition of the City.

WHEREFORE, the undersigned respectfully requests that this Board change the boundary lines of the City of Brunswick and Brunswick Hills Township to reflect the annexation detailed herein.

Carl S. DeForest, City Manager

STATE OF OHIO)
) SS:
COUNTY OF MEDINA)

SWORN TO BEFORE ME and subscribed in my presence this ____ day of _____, 2023.

NOTARY PUBLIC

CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 36-2023

BY: Committee-of-the-Whole

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO FORWARD A
PETITION FOR DETACHMENT TO THE MEDINA COUNTY
COMMISSIONER'S OFFICE FOR THE PURPOSE OF ADJUSTING THE
CITY BOUNDARY LINES TO INCLUDE AN ANNEXATION INTO THE
CITY OF BRUNSWICK OF PPN 001-02D-08-009.

WHEREAS: A Petition for Annexation of certain territory in Brunswick Hills Township was duly filed by a property owner located in the territory of Brunswick Hills (PPN 001-02D-08-009);

WHEREAS: Said Petition was duly considered by the Board of County Commissioners of Medina County;

WHEREAS: The Board of County Commissioners certified the transcript of this proceeding in connection with said annexation with the map and Petition required in connection therewith to the Clerk of Council;

WHEREAS: The appropriate time frames have elapsed in accordance with the provisions of the Ohio Revised Code Section 709.04;

WHEREAS: The City of Brunswick passed legislation accepting the proposed annexation per Resolution No. 33-2023 adopted on May 8, 2023;

WHEREAS: The City wishes to petition the Medina County Commissioners Office for detachment for the purposes of adjusting the City boundary lines to include this annexation into the City of Brunswick; and

WHEREAS: The Petition is being filed to comply with all relevant provisions of Ohio Revised Code Chapters 503 and 709.

THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: The City Manager is authorized to forward a Petition for detachment to the Medina County Commissioner's Office for the purpose of adjusting the City boundary lines to include this annexation into the City of Brunswick pursuant to all relevant provisions of Ohio Revised Code Chapters 503 and 709. A copy of said Petition is attached hereto as Exhibit "A".

SECTION 2: The annexation to be included in the boundary adjustment is contained in Resolution No. 33-2023. A copy of said Resolution is attached hereto as Exhibit "B".

SECTION 3: 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
Laura E. Timura

CITY OF BRUNSWICK, OHIO
RESOLUTION NO. 33-2023

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION ACCEPTING THE PETITION FOR ANNEXATION OF A 1.5 ACRE PARCEL OF LAND (PPN 001-02D-08-009) KNOWN AS BEING PART OF BRUNSWICK HILLS TOWNSHIP TO THE CITY OF BRUNSWICK, MEDINA COUNTY, OHIO.

WHEREAS: On January 31, 2023, the Medina County Commissioners adopted Resolution No. 23-0100, as attached hereto as Exhibit "A", approving the Petition for Regular Annexation on Application of Owner of 1.5 acres of land (PPN 001-02D-08-009 known as being part of Brunswick Hills Township to the City of Brunswick, Medina County, Ohio;

WHEREAS: Pursuant to Ohio Revised Code Section 709.04, the legislative authority of the City of Brunswick must accept or reject the petition for annexation at the next regular session after the expiration of sixty (60) days of the date of filing the certified transcript of all orders of the board of county commissioners, the petition, map and all other papers on file relating to the annexation proceedings with the clerk of the municipal corporation, which occurred on March 3, 2023; and

WHEREAS: The Clerk of the municipal corporation is required to lay the transcript and the accompanying map or plat and petition before the legislative authority.

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

SECTION 1: That the Petition for Regular Annexation on Application of Owner of 1.5 acres of land (PPN 001-02D-08-009) known as being part of Brunswick Hills Township is hereby accepted.

SECTION 2: That the Clerk is hereby authorized and ordered to make three (3) copies containing the petition, the map or plat accompanying the petition, a transcript of the proceedings of the board of county commissioners, and all resolutions and ordinances in relation to the annexation, with a certificate to each copy that it is correct. Each certificate shall be signed by the Clerk in her official capacity and shall be authenticated by the seal of the municipal corporation, if applicable.

SECTION 3: That the Clerk is hereby authorized and ordered to forthwith deliver one such copy of this Resolution to the Medina County Auditor, one such copy to the Medina County Recorder, and one such copy to the Ohio Secretary of State.

SECTION 4: 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 comply with the time requirements of Ohio Revised

Code Section 709.04. 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 5/8/2023

RULES SUSPENDED: AYES 5 NAYS 0

ADOPTED: 5/8/2023 AYES 5 NAYS 0

ATTEST:

Laura Timura

Clerk of Council

Laura E. Timura

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 5/8/2023

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Nicholas Hanek

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 33-2023** - An emergency resolution accepting the petition for annexation of a 1.5 acre of land (PPN 001-02D-08-009) known as being part of Brunswick Hills Township to the City of Brunswick, Medina County, Ohio. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

BACKGROUND: On January 31, 2023, the Medina County Commissioners adopted Resolution No. 23-0100 approving the Petition for Regular Annexation on Application of Owner of 1.5 acres of land known as being part of Brunswick Hills Township to the City of Brunswick. The City of Brunswick must accept or reject the petition for annexation at the next regular session after the expiration of sixty (60) days of the date of filing the certified transcript of all orders of the Board of County Commissioners.

PURPOSE AND EXPLANATION: This legislation is to accept 1.5 acres of land from Brunswick Hills Township into the City of Brunswick. Resolution 110-2022 was adopted on December 12, 2022, declaring the City's intention to provide municipal services.

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

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

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

If emergency or suspension of the rules, why the request?
Recommendation to adopt as an emergency with suspension of the rules so that it will be effective immediately.

CITY OF BRUNSWICK, OHIO
RESOLUTION NUMBER 110-2022

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION DECLARING THE INTENTION OF THE CITY OF BRUNSWICK TO PROVIDE MUNICIPAL SERVICES TO A 1.5 ACRE PARCEL OF LAND (PPN 001-02D-08-009) ON LAUREL ROAD.

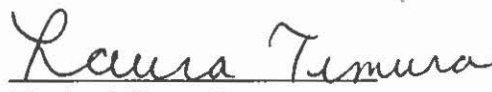
- WHEREAS: The City of Brunswick has been notified that a Petition for Regular Annexation on Application of Owners (the "Petition") was presented to the Medina County Commissioners requesting a parcel of land be annexed from Brunswick Hills Township to the City of Brunswick, and
- WHEREAS: The City of Brunswick does not object to this Petition.
- WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY RESOLVES:
- SECTION 1: The Council for the City of Brunswick hereby declares that, should the Medina County Commissioners grant the annexation of 1.5 acres of land on Laurel Road (PPN 001-02D-08-009), the City of Brunswick will provide police protection, fire prevention/suppression, EMS service, and any and all other services rendered to residents of the City of Brunswick. Additionally, the City of Brunswick will support any application to the Cleveland Division of Water for connection to the water system for the provision of water services to the property and to the Medina County Sanitary Engineer for connection to the sanitary sewer system, subject to payment of any and all applicable costs and fees.
- SECTION 2: That the Council of the City of Brunswick hereby urges the County to undertake a careful and deliberate study of all matters presented in the Petition for Regular Annexation on Application of Owners, as attached hereto as Exhibit "A", and to approve the proposed annexation of such property to the City of Brunswick.
- SECTION 3: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety, welfare, and providing for the usual daily operation of a municipality, and for the further reason that the approved legislation must be filed with the Medina County Commissioners' Office twenty (20) days before the January 24, 2023 hearing date. 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 12/12/2022

Rules Suspended: AYES 6 NAYS 0

ADOPTED: 12/12/2022 AYES 6 NAYS 0

ATTEST:


Clerk of Council
Laura E. Timura

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 12/12/2022

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Nicholas Hanek

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 110-2022** - An emergency resolution declaring the intention of the City of Brunswick to provide municipal services to a 1.5 acre parcel of land (PPN 001-02D-08-009) on Laurel Road. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

BACKGROUND: The City of Brunswick has been notified that a Petition for Regular Annexation on Application of Owners (the "Petition") was presented to the Medina County Commissioners requesting a parcel of land be annexed from Brunswick Hills Township to the City of Brunswick.

PURPOSE AND EXPLANATION: The approved legislation must be filed with the Medina County Commissioners' Office by January 4, 2023.

IMPLEMENTATION SCHEDULE: Emergency, with suspension of the rules

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION:

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

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

Medina County Commissioners

Stephen D. Hambley
Aaron M. Harrison
Colleen M. Swedyk

County Administration Building
144 North Broadway
Medina, Ohio 44256

Phone: (330) 722-9208
Toll Free: (844) 722-3800
Fax: (330) 722-9206

March 3, 2023

VIA HAND DELIVERY

Laura Timura, Clerk
City of Brunswick
4095 Center Road
Brunswick, OH 44212

RE: Regular Annexation Petition
1.50 Acres - Brunswick Hills Township and the City of Brunswick

Dear Laura:

For your records, enclosed are Resolution 23-0100 approving the petition for annexation of 1.50 acres of land known as being part of Brunswick Hills Township to the City of Brunswick Medina County approved on January 31, 2023, a certified copy of the minutes of the January 24, 2023 annexation hearing, a certified copy of the minutes of the January 31, 2023 commissioners' meeting and the plat.

If you have any questions, please feel free to contact our office.

Thank you.



Rhonda Beck
Clerk, Board of County Commissioners

Enc.

I received the annexation file and plat for the above-referenced annexation this ____ day of _____, 2023.


Council Clerk

cc: Fiscal Officer, Brunswick Hills Township
John Oberholtzer, Esq. – Agent for Petitioner
Medina County Auditor

REGULAR MEETING – TUESDAY, JANUARY 31, 2023

The Board of County Commissioners of Medina County, Ohio, met in regular session on this date with the following members present:

Stephen D. Hambley

Aaron M. Harrison

Colleen M. Swedyk

Mr. Hambley offered the following resolution and moved the adoption of same, which was duly seconded by Mr. Harrison.

RESOLUTION NO. 23-0100

**APPROVING THE PETITION FOR THE REGULAR ANNEXATION OF
1.50 ACRES OF LAND KNOWN AS BEING PART OF
BRUNSWICK HILLS TOWNSHIP
TO THE CITY OF BRUNSWICK, MEDINA COUNTY, OHIO**

WHEREAS, a petition for annexation of 1.50 acres of land known as being part of Brunswick Hills Township to the City of Brunswick, Medina County, Ohio was filed with the Clerk of the Board of Medina County Commissioners on November 15, 2022 in accordance with Ohio Revised Code Section 709.02 and 709.11, and

WHEREAS, the day and hour and has come for the rendering of a decision by the Board of County Commissioners on said petition for annexation, and

WHEREAS, the State of Ohio has provided landowners a number of legal methods for annexations of property to municipal corporations to occur that balance the desires, needs and benefits of the petitioners, municipality and townships, and

WHEREAS, proper procedures were followed and notices given, and a public hearing commenced on January 24, 2022 in accordance with Section 709.032 of the Ohio Revised Code, and

WHEREAS, the Board of County Commissioners now finds that based on the preponderance of the substantial, reliable, and probative evidence on the entire record that said petition meets the following requirements and conditions:

1. The petition meets all of the requirements set forth in, and was filed in the manner provided in Section 709.02 of the Ohio Revised Code:
 - a. the territory proposed to be annexed is contiguous to the City of Brunswick;
 - b. the petition was signed by a majority of the authorized owners of real estate within the territory to be annexed;
 - c. each petition's signature includes the date it was obtained and no signature was obtained more than 180 days before the date of filing;
 - d. the petition contains an accurate legal description of the perimeter and an accurate map/plat of the territory to be annexed;
 - e. the petition states the person who would act as agent for the petitioner; and
 - f. the agent filed with the petition a list of all tract, lots or parcels within and adjacent to the territory to be annexed, including names, addresses of owners, and permanent parcel numbers.
2. The petition meets the following requirements set forth in Section 709.03 of the Ohio Revised Code:
 - a. The Clerk of the Board of County Commissioners notified the agent of the date, time, and place of the hearing;
 - b. the agent provided proof the required notices to: (1) the clerk of the municipality; (2) the fiscal officer of the township involved; and (3) the clerk of the board of commissioners;
 - c. the agent provided the required notices to: (1) all property owners within the territory proposed for annexation, and (2) adjacent property owners;
 - d. the agent has provided proof of the required notice published in a newspaper of general circulation;
 - e. the legislative authority of the municipality has adopted a statement by ordinance/resolution relative to services the municipality will provide with an approximate date by which it will provide said services upon annexation; and
 - f. the municipality filed its statement of municipal services with the board of county commissioners at least 20 days before the date of the annexation hearing.

Commissioners Journal, Volume 206, Page 807

The Clerk of the Board of County Commissioners
of Medina County, Ohio does hereby certify
that the foregoing is a true and correct copy
of the resolution adopted by said board

on 1/31/23
Chanda J. Bul

REGULAR MEETING – TUESDAY, JANUARY 31, 2023
RESOLUTION NO. 23-0100 (CONT'D.)

3. The petition meets all of the requirements set forth in Section 709.033 of the Ohio Revised Code:
- the petition meets all of the requires set forth in and was filed in the manner provided in Section 709.02 of the Ohio Revised Code;
 - the persons signing the petition are owners of real estate located in the territory proposed to be annexed and at the time the petition was filed, the number of valid signatures on the petition constitutes a majority of the owners of the real estate in that territory;
 - the municipal corporation to which the territory is proposed to be annexed has complied with Division (D) of Section 709.03 of the Ohio Revised Code;
 - the territory proposed to be annexed is not unreasonably large;
 - on balance, the general good the territory proposed to be annexed will be served, and the benefits to the territory proposed to be annexed and the surrounding area will outweigh the detriments to the territory proposed to be annexed and the surrounding area, if the annexation petition is granted; and
 - no street or highway will be divided or segmented by the boundary line between the township and the municipal corporation as to create a road maintenance problem.

The Board of Medina County Commissioners, upon review of substantive, reliable and probative evidence, finds that:

- The annexation involves 1.50 acres in Brunswick Hills Township, identified as PPN(s) 001-02D-08-009 owned by Karen A. King and Barbara M. Petro located at 3546 Laurel Road, Brunswick, Ohio 44212. It is not unreasonably large and is adjacent and contiguous to the land of the municipal corporation of the City of Brunswick;
- Two individual persons own the property and the all owners signed the petition; therefore, the petition contains signatures of the majority (51%) of owners;
- The City of Brunswick Resolution No. 110-2022 adopted December 12, 2022 declared intention by the City of Brunswick to provide municipal services to the subject property; the landowner is in agreement the annexed territory would receive adequate services sufficient to establish the general good of the territory being annexed;
- The petitioner has proven that the land after annexation will enjoy a level of services comparable or adequate to that enjoyed prior to the annexation;
- No street or highway will be divided or segmented by the boundary line between a township and the municipality as to create a road maintenance problem.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Medina County, Ohio that having found that the conditions of the Ohio Revised Code have been met, the Petition to Annex 1.50 acres of land from Brunswick Hills Township to the City of Brunswick, Medina County, Ohio, attached as Exhibit A, is hereby approved and granted in accordance with the law.

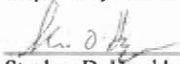
BE IT FURTHER RESOLVED that upon journalization of this resolution, a certified copy of this resolution be sent to the agent for the petitioners, the fiscal officer of the township, and clerk of the municipality.

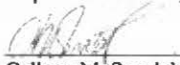
BE IT FURTHER RESOLVED that after the expiration of thirty (30) days after journalization of this resolution, if no appeal has been timely filed under section 709.07 of the Ohio Revised Code, a certified copy of the entire record of the annexation proceedings, including all resolutions of the board, signed by a majority of the members of the board, the petition, map, and all other papers on file, the record of proceedings, if a copy is available, and exhibits presented at the hearing relating to the annexation proceedings, shall be sent to the auditor or clerk of the municipal corporation to which the annexation is proposed.

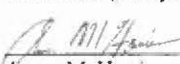
Voting AYE thereon: Mr. Hambley, Mr. Harrison and Mrs. Swedyk

Adopted: January 31, 2023

Prepared by: Commissioners' Office


Stephen D. Hambley


Colleen M. Swedyk


Aaron M. Harrison

REC'D MEDINA COUNTY CO
NOV 15 2022 PM 8:26

BOARD OF COMMISSIONERS
MEDINA COUNTY OF OHIO
144 NORTH BROADWAY STREET
MEDINA, OHIO 44256

John C. Oberholtzer
39 Public Square Ste 201
Medina Oh 44256
AGENT

PETITION FOR ANNEXATION OF 1.5
REGULAR TYPE THERE ARE 2 OWNERS
BARBARA M. PETRO AND KAREN A. KING

We, the undersigned, being all of the owners of real estate in the territory hereinafter described, hereby petition for the annexation of the following described territory to the City of Brunswick, Medina County, Ohio, being filed under **Sections 709.02 & 709.11** of the Revised Code of Ohio.

Petitioners have attached hereto and made a part of this petition a legal description* of the perimeter of the territory sought to be annexed, marked as Exhibit "A".

The described territory hereto and made a part of this petition, an accurate map* or plat of the territory sought to be annexed, marked as Exhibit "B".

John C. Oberholtzer is hereby appointed agent for the undersigned Petitioners as required by Revised Code Section 709.02 (C)(3), with full power and authority hereby granted to said agent to amend, alter, change, correct, withdraw, refile, substitute, compromise, increase or delete the area, to do any and all things essential thereto, and to take any action necessary for obtaining the granting of this Petition. Said amendment, alteration, change, correction, withdrawal, refiling, substitution, compromise, increase or deletion or other things or action for granting of this Petition shall be made in the Petition, description and plat by said agent without further expressed consent of the Petitioners.

John C. Oberholtzer
John C. Oberholtzer

John C. Oberholtzer
(Typed or printed name of agent)

39 Public Square Ste 201
Address

Medina, Oh 44256

330-725-4929
Phone Number/Fax Number

joberholtzer@medinalaw.com
Email Address (if applicable)

ACKNOWLEDGEMENT CERTIFICATE

State of Ohio, County of Medina

The foregoing instrument was acknowledged before me on this 15th (date) by
November (name of person acknowledging).

(Notary Seal)



GWENDOLYN EHRLMAN
Notary Public
State of Ohio
My Comm. Expires
March 23, 2027

Gwendolyn Ehrman
Signature of Notary Public

State of Ohio My commission expires: 2027 (date)

[Signature]

3546 Laurel Road, Brunswick, OH 44212

11/14/2022

ACKNOWLEDGEMENT CERTIFICATE

State of Ohio, County of Medina

The foregoing instrument was acknowledged before me on this 11/14/2022 (date) by
Karen A. King (name of person acknowledging).

(Notary Seal)



JOHN C. OBERHOLTZER
Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My Commission Has No Expiration Date
Section 147.03 O.R.C.

[Signature]
Signature of Notary Public

State of Ohio My commission expires: _____ (date)

Prepared by:
John C. Oberholtzer
Oberholtzer & Filous LPA
39 Public Square Suite 201
Medina, Oh 44256
330-725-4929

SIGNATURE OF PETITIONER, TYPED NAME AND ADDRESS:


3546 Laurel Road, Brunswick, OH 44212

DATE:

11/14/2022

ACKNOWLEDGEMENT CERTIFICATE

State of Ohio, County of Medina

The foregoing instrument was acknowledged before me on this 11/14/2022 (date) by
Barbara M. Petro (name of person acknowledging).



(Seal)
JOHN C. OBERHOLTZER
Attorney at Law
NOTARY PUBLIC, STATE OF OHIO
My Commission Has No Expiration Date
Section 147.03 O.R.C.


Signature of Notary Public

State of Ohio My commission expires: _____ (date)

List of adjacent property owners

Supino, LLC
3564 Laurel Road, Brunswick, OH 44212
P.N. 003-18D-16-103

John Kalembo & Rosemary Kalembo
3556 Laurel Road, Brunswick, OH 44212
P.N. 003-18D-16-104

Leslie E. Phillips & RoseMary Phillips
1817 Berkshire Drive, Brunswick, OH 44212
P.N. 003-18D-16-105

Randy P. Arnold
1825 Berkshire Drive, Brunswick, OH 44212
P.N. 003-18D-16-106

Albert R. Hreha & Margaret R. Hreha
1835 Berkshire Drive, Brunswick, OH 44212
P.N. 003-18D-16-107

Martha G. Green
1843 Berkshire Drive, Brunswick, OH 44212
P.N. 003-18D-16-108

Michael J. Monk
1853 Berkshire Drive, Brunswick, OH 44212
P.N. 003-18D-16-109

Beatrice B. Tripp
3530 Laurel Road, Brunswick, OH 44212
P.N. 001-02D-08-010

Florine Schultz
3500 Laurel Road, Brunswick, OH 44212
P.N. 001-02D-08-008

List of property owners to be Annex

Karen A. King & Barbara M. Petro
3546 Laurel Road, Brunswick, OH 44212
P.N. 001-02D-08-009

Situated in the Township of Brunswick Hills, County of Medina and State of Ohio:
And known as being part of Original Brunswick Township Lot No. 14, Tract 3, McCurdy Tract,
and bounded and described as follows: commencing at a point in the center of Laurel Road (C.H.
138) at a point 2148.9 feet east from the West line of said Lot 14, and in the East line of
Coventry Terrace Phase I, as recorded in Plat Volume 7, Page 28, of Medina County Recorder's
Records, a part of Brunswick City;
Thence S. 2 deg. 45' W. along the East line of the aforesaid subdivision, 495.0 feet to an iron
stake;
thence S. 88 deg. 15' E. 132.0 feet to an iron stake;
thence N. 2 deg. 45' E. 495.0 feet to the center of Laurel Road;
thence N. 88 deg. 15' W. along the center of said road 132.0 feet to the place of beginning, and
containing within said boundaries (1-1/2) acres of land, as surveyed by A.W. Nettleton,
Registered Surveyor No. 1577, on August 10, 1936, be the same more or less, but subject to all
legal highways.



PLAT OF REGULAR ANNEXATION

of 1.5000 Acres in Brunswick Hills
Township to the City of Brunswick

Situated in the Township of Brunswick Hills Township, County of Medina
and State of Ohio and known as being a part Original Brūhswick Township
Lot 14, McCurdy Tract, Tract 3



This Plat was prepared from analysis of recorded plats, recorded deeds, and survey records, as applicable. Distances are given in feet and decimal parts thereof. All dimensional and geodetic details are correct and the survey balances and closes to the best of my knowledge.

11-7-2022
ANDREW G. PLANET REG. OHIO SURVEYOR NO. S-7802



ROLLING & HOCEVAR, INC. CIVIL ENGINEERS, SURVEYORS

257 SOUTH COURT STREET SUITE 6 - MEDINA, OHIO 44256

PHONE: (330) 723-1828 FAX: (330) 723-6637

ACCEPTANCE & DEDICATION

I, THE UNDERSIGNED OWNER OF THE LANDS EMBRACED WITHIN THIS PLAT,
HEREBY ACKNOWLEDGE THIS PLAT AND HAVE CAUSED THE SAME TO BE
PLATTED AND ANNEXED TO THE CITY OF BRUNSWICK.

KAREN A. KING

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,
PERSONALLY APPEARED KAREN A. KING, WHO ACKNOWLEDGED THE MAKING
OF THE FOREGOING INSTRUMENT AND THE SIGNING OF THIS PLAT TO BE
HER FREE ACT AND DEED.

IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY
OFFICIAL SEAL AT _____, OHIO, THIS _____ DAY OF

_____, 20____.

NOTARY PUBLIC

I, THE UNDERSIGNED OWNER OF THE LANDS EMBRACED WITHIN THIS PLAT,
HEREBY ACKNOWLEDGE THIS PLAT AND HAVE CAUSED THE SAME TO BE
PLATTED AND ANNEXED TO THE CITY OF BRUNSWICK.

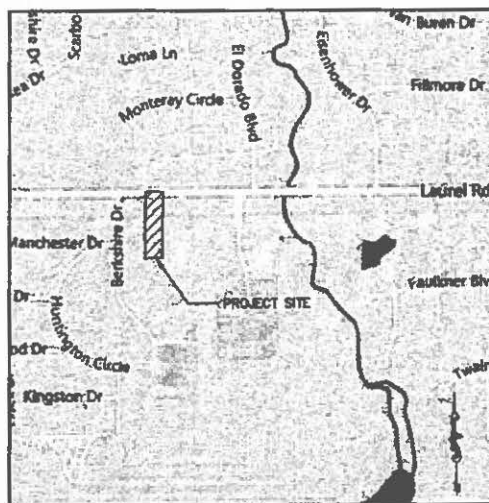
BARBARA M. PETRO

BEFORE ME A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE,
PERSONALLY APPEARED BARBARA M. PETRO, WHO ACKNOWLEDGED THE MAKING
OF THE FOREGOING INSTRUMENT AND THE SIGNING OF THIS PLAT TO BE HER
FREE ACT AND DEED.

IN TESTIMONY WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED MY
OFFICIAL SEAL AT _____, OHIO, THIS _____ DAY OF

_____, 20____.

NOTARY PUBLIC



VICINITY MAP

APPROVALS

THIS PLAT WAS DULY ACCEPTED BY THE BRUNSWICK CITY COUNCIL AT ITS
REGULAR MEETING HELD ON THE _____ DAY OF _____, 20____,
ORDINANCE NO. _____

CLERK OF COUNCIL

PRESIDENT OF COUNCIL

THIS PLAT WAS DULY ACCEPTED BY THE MEDINA COUNTY COMMISSIONERS ON
THIS _____ DAY OF _____, 20____.

COMMISSIONER

COMMISSIONER

COMMISSIONER

APPROVED FOR TRANSFER THIS _____ DAY OF _____, 20____.

TAX MAP DRAFTSMAN

RECEIVED FOR TRANSFER THIS _____ DAY OF _____, 20____.

COUNTY AUDITOR

RECEIVED AND RECORDED THIS _____ DAY OF _____, 20____.

AT _____ A.M./P.M. IN DOCUMENT NO. _____

FEE \$ _____

MEDINA COUNTY RECORDER

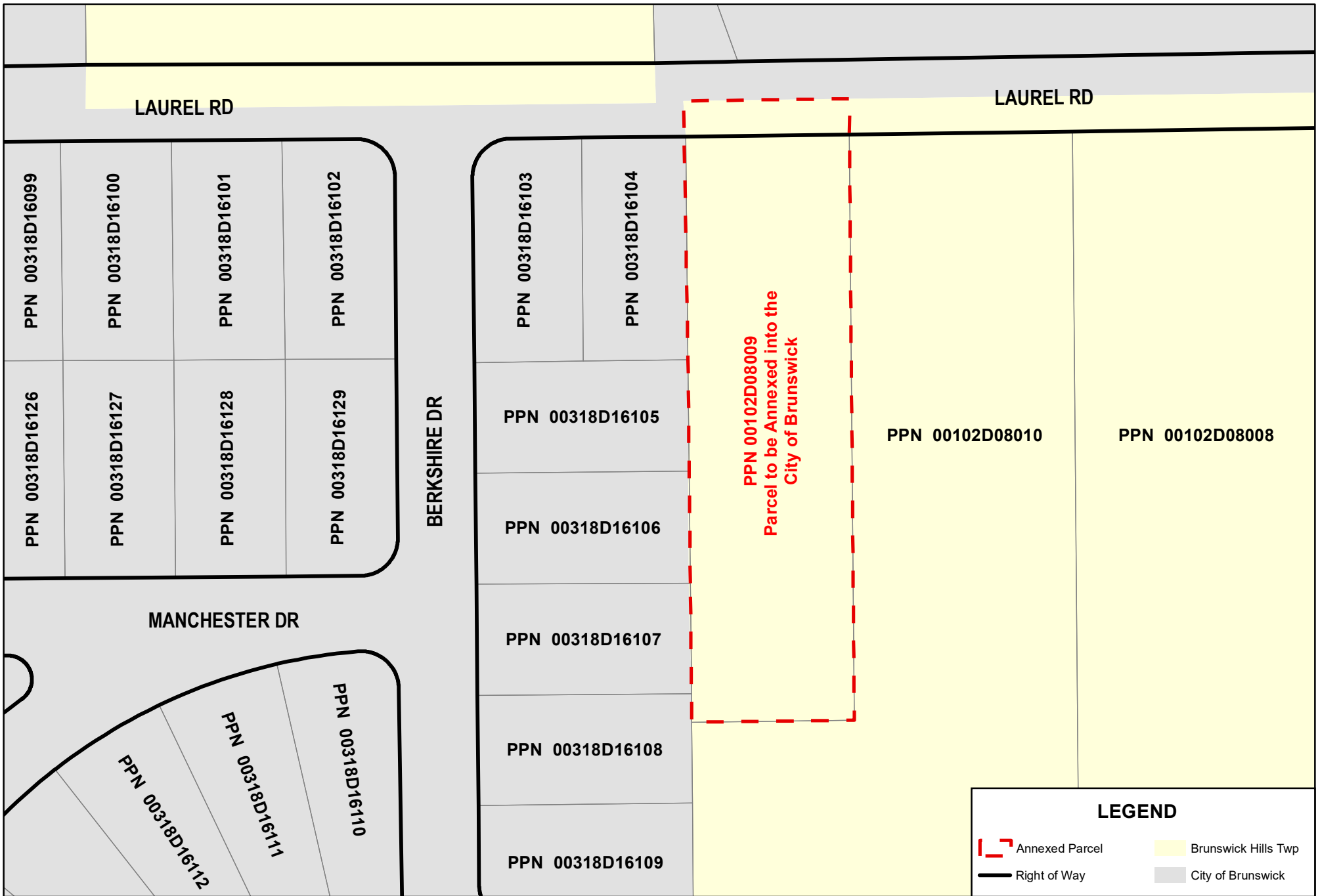


EXHIBIT 3 **ANNEXATION FOR THE CITY OF BRUNSWICK**

LEGEND

Annexed Parcel
 Brunswick Hills Twp

Right of Way
 City of Brunswick

1 inch = 100 feet

0

50

100

200

Feet

CITY OF BRUNSWICK, OHIO
RESOLUTION NUMBER 110-2022

BY: Committee-of-the-Whole

AN EMERGENCY RESOLUTION DECLARING THE INTENTION OF THE CITY OF BRUNSWICK TO PROVIDE MUNICIPAL SERVICES TO A 1.5 ACRE PARCEL OF LAND (PPN 001-02D-08-009) ON LAUREL ROAD.

WHEREAS: The City of Brunswick has been notified that a Petition for Regular Annexation on Application of Owners (the "Petition") was presented to the Medina County Commissioners requesting a parcel of land be annexed from Brunswick Hills Township to the City of Brunswick, and

WHEREAS: The City of Brunswick does not object to this Petition.

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

SECTION 1: The Council for the City of Brunswick hereby declares that, should the Medina County Commissioners grant the annexation of 1.5 acres of land on Laurel Road (PPN 001-02D-08-009), the City of Brunswick will provide police protection, fire prevention/suppression, EMS service, and any and all other services rendered to residents of the City of Brunswick. Additionally, the City of Brunswick will support any application to the Cleveland Division of Water for connection to the water system for the provision of water services to the property and to the Medina County Sanitary Engineer for connection to the sanitary sewer system, subject to payment of any and all applicable costs and fees.

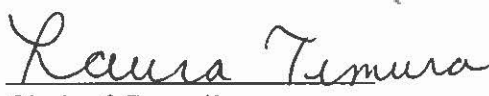
SECTION 2: That the Council of the City of Brunswick hereby urges the County to undertake a careful and deliberate study of all matters presented in the Petition for Regular Annexation on Application of Owners, as attached hereto as Exhibit "A", and to approve the proposed annexation of such property to the City of Brunswick.

SECTION 3: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety, welfare, and providing for the usual daily operation of a municipality, and for the further reason that the approved legislation must be filed with the Medina County Commissioners' Office twenty (20) days before the January 24, 2023 hearing date. 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 12/12/2022

Rules Suspended: AYES 6 NAYS 0

ADOPTED: 12/12/2022 AYES 6 NAYS 0

ATTEST: 
Clerk of Council
Laura E. Timura

THE CITY OF BRUNSWICK
PROPOSED LEGISLATION



DATE: 12/12/2022

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Nicholas Hanek

COPY: Mayor Ron Falconi

LEGISLATION: **RES. NO. 110-2022** - An emergency resolution declaring the intention of the City of Brunswick to provide municipal services to a 1.5 acre parcel of land (PPN 001-02D-08-009) on Laurel Road. - **1st Reading** (To be brought from Committee-of-the-Whole, *Administration/Ken Fisher*)

BACKGROUND: The City of Brunswick has been notified that a Petition for Regular Annexation on Application of Owners (the "Petition") was presented to the Medina County Commissioners requesting a parcel of land be annexed from Brunswick Hills Township to the City of Brunswick.

PURPOSE AND EXPLANATION: The approved legislation must be filed with the Medina County Commissioners' Office by January 4, 2023.

IMPLEMENTATION SCHEDULE: Emergency, with suspension of the rules

FINANCIAL INFORMATION:

FINANCIAL SUMMARY:

RECOMMENDED ACTION: Emergency, with suspension of the rules

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?
The approved legislation must be filed with the Medina County Commissioners' Office by January 4, 2023.

Medina County Commissioners

Stephen D. Hambley
William F. Hutson
Colleen M. Swedtyk

County Administration Building
144 North Broadway
Medina, Ohio 44256

Phone: (330) 722-9208
Toll Free: (844) 722-3800
Fax: (330) 722-9206

November 14, 2022

VIA Email – petrobarb56@gmail.com

Barbara M. Petro
9553 Scottsdale Road
Broadview Heights, OH 44147

RE: Petition for Regular Annexation – 1.50 acres
Brunswick Hills Township to the City of Brunswick

Dear Ms. Petro,

The Board of Medina County Commissioners will conduct a hearing on the above-referenced petition for annexation submitted by your office today after their regular meeting on Tuesday, January 24, 2023, at approximately 10:30 a.m. A court reporter will be present at this hearing.

Sincerely,



Rhonda Beck
Clerk of the Board of County Commissioners

cc: Katherine Esber, Fiscal Officer, Brunswick Hills Township
Laura Timura, Clerk of Council, City of Brunswick

PROPOSED LEGISLATION



DATE: 5/22/2023

TO: Vice Mayor Nicholas Hanek and Members of City Council

FROM: Carl S. DeForest, City Manager
Todd Fischer

COPY: Mayor Ron Falconi

LEGISLATION: **ORD. NO. 37-2023** - An emergency ordinance authorizing and adopting the proposed tax budget for the City of Brunswick, Ohio for the year beginning January 1, 2024, through December 31, 2024. - **1st Reading** (To be brought from Committee-of-the-Whole, Administration/Todd Fischer)

BACKGROUND: In order to comply with the Ohio Revised Code Section 5705, the City must annually adopt a tax budget and submit the tax budget to the County Budget Commission in July. This process is audited under the direction of the Auditor of State for compliance each year.

**PURPOSE AND
EXPLANATION:**

This Ordinance would adopt the 2024 tax budget and allow it to be submitted in a timely fashion to the County Budget Commission. It will also allow the City and the Medina County Auditor's Office additional time to communicate and work together on various situations, timelines and estimates pertaining to the recent passage of the Fire Station Bond Issue #7. This document also allows the County Auditor to formalize next year's property tax revenue estimates that are necessary to begin the City's annual appropriation budget process. The property tax estimates are expected to be released by fall of 2023.

IMPLEMENTATION

SCHEDULE: The recommended time schedule is for emergency clause and suspension of the rules on May 22, 2023.

**FINANCIAL
INFORMATION:**

**FINANCIAL
SUMMARY:**

**RECOMMENDED
ACTION:**

One Reading	Yes
Two Readings	No

Three Readings	No
Emergency	Yes
Suspension of Rules	Yes

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

Recommend approval as an emergency with the suspension of the rules in order to allow for compliance with the filing requirements of the Ohio Revised Code, allow for timely property tax estimates from the County including those related to the recent passage of Issue 7 (new Fire Station), and allow for the daily operations of the City of Brunswick to continue without interruptions.

**ADDITIONAL
INFORMATION:**

The Finance Director signed the submitted tax budget to indicate the document has been vetted through the Finance Department's review and process. It was also signed as a result of the agenda software process and official minute records as it cannot be changed once the agenda is set. The Finance Director's signature is in draft form until the City Council formally adopts the Tax Budget by legislation. If the City Council does not adopt the tax budget by legislation, this document should simply remain as a draft.

This Budget must be adopted by the Council or other legislative body on or before July 15th, and two copies must be submitted to the County Auditor on or before July 20th. FAILURE TO COMPLY WITH SEC. 5705.28 R.C. SHALL RESULT IN LOSS OF LOCAL GOVERNMENT FUND ALLOCATION.

To the Auditor of Medina County:

The following Budget for the budget year beginning January 1, 2024 has been adopted by Council and is herewith submitted for consideration of the Budget Commission.

Signed :

Nodd R. Fisher

Finance Director, City of Brunswick

Schedule A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION,
 AND COUNTY AUDITOR'S ESTIMATED RATES

For Municipal Use		For Budget Commission Use		For County Auditor Use	
FUND	BUDGET YEAR AMOUNT REQUEST OF BUDGET COMM. INSIDE / OUTSIDE	BUDGET YEAR AMOUNT APPROVED BY BUDGET COMMISSION INSIDE 10 MILL LIMITATION	BUDGET YEAR TO BE DERIVED FROM LEVIES OUTSIDE 10 MILL LIMITATION	COUNTY AUDITOR'S ESTIMATE OF TAX RATE TO BE LEVIED	
				INSIDE 10 MILL LIMIT BUDGET YEAR	OUTSIDE 10 M. LIMIT BUDGET YEAR
	1	2	3	4	5
GOVERNMENTAL FUNDS:					
GENERAL FUND	\$ 2,479,400 *				
SPECIAL REVENUE FUNDS:					
FIRE FUND					
POLICE FUND - POLICE PENSION	323,400 *				
ROAD LEVY FUND	851,900 *				
PROPRIETARY FUNDS					
DEBT SERVICE FUNDS:					
G.O. FIRE STATION SUB-FUND	911,340 #				
FIDUCIARY FUNDS					
TOTAL ALL FUNDS	\$ 4,566,040 *	\$ -	\$ -	\$ -	\$ -

* Includes homestead and rollback amounts since the County includes these amounts in the Certificate of Estimated Resources. However, the City separately reports Homestead and Rollback amounts as intergovernmental revenue (not as tax revenue) on its financial reports pursuant to Auditor of State/GASB requirements. The above tax estimates match the County Auditor's estimated tax revenue on the March 17, 2023 Certificate of Estimated Resources. Property tax revenue estimates for next year will more than likely be updated by the Medina County Auditor's Office in August/September of 2023.

Matches the estimated 0.82 mills property tax receipts calculated by Kristen Johnson, Director of Real Estate Operations for Medina County on May 5, 2023. This estimate is not included on any current Official Certificate of Estimated Resources since the electorate just recently passed the issue on May 2, 2023. The most up to date estimate was provided shortly after the election in time for this submission of this tax budget. In conjunction with the 2024 tax budget, separate pieces of legislation to establish a separate G.O. Bond Retirement Fire Station Sub-Fund #772 & Fire Station Improvement Fund #359 will also be presented to City Council. These new funds will account for property tax receipts for the retirement of debt obligations and to account for the bond proceeds used for the construction of the Fire Station, respectively.

Note: The above also excludes any additional property taxes that may be passed by the electorate subsequent to this tax budget submission.

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to be Levied	Tax Year County Auditor's Estimate of Yield of Levy (Carry to schedule A, column 3)
GENERAL FUND:		
Current Expense Levy authorized by voters on ____ / ____ / ____, not to exceed ____ years. Authorized under Section ____, R.C.		
Current Expense Levy authorized by voters on ____ / ____ / ____, not to exceed ____ years. Authorized under Section ____, R.C.		
Current Expense Levy authorized by voters on ____ / ____ / ____, not to exceed ____ years. Authorized under Section ____, R.C.		
Current Expense Levy authorized by voters on ____ / ____ / ____, not to exceed ____ years. Authorized under Section ____, R.C.		
Current Expense Levy authorized by voters on ____ / ____ / ____, not to exceed ____ years. Authorized under Section ____, R.C.		
TOTAL GENERAL FUND OUTSIDE 10 MILL LIMITATION	-	-
SPECIAL LEVY FUNDS:		
Road Levy Capital Improvement Fund, Levy authorized by voters on 05/06/2014, not to exceed 10 years. Authorized purposes under Section 5705.19 (G), R.C.	1.2 mills	851,900 **
General Obligation Bond Retirement Fire Station Sub-Fund, Levy authorized by voters on 05/02/2023, not to exceed 20 years. Authorized under Section 133.18, R.C.	0.82 mills	911,340 #
____ Fund, Levy authorized by voters on ____ / ____ / ____, not to exceed ____ years. Authorized under Section ____, R.C.		
____ Fund, Levy authorized by voters on ____ / ____ / ____, not to exceed ____ years. Authorized under Section ____, R.C.		
____ Fund, Levy authorized by voters on ____ / ____ / ____, not to exceed ____ years. Authorized under Section ____, R.C.		
TOTAL SPECIAL LEVY FUNDS:	2.02	1,763,240
TOTAL ALL FUNDS	2.02	\$ 1,763,240

** Agrees to the amount listed on the County Auditor's Certificate of Estimated Resources dated March 17, 2023. Tax revenue estimate for next year will more than likely be updated by the Medina County Auditor's Office in August/September of 2023.

The estimated property tax receipts for 0.82 mills was calculated by Kristen Johnson, Director of Real Estate Operations for Medina County on May 5, 2023. The actual issuance of the Bonds is not expected to occur until sometime after the compilation of this tax budget. For the 2024 tax budget document and related filing, the annual property tax estimated receipts will match the estimated annual amount required for debt service. Actual receipts and expenditures will be reviewed on annual basis by both the Medina County Auditor's Office & the City of Brunswick. In conjunction with the 2024 tax budget, separate pieces of legislation to establish a separate G.O. Bond Retirement Fire Station Sub-Fund #772 & Fire Station Improvement Fund #359 will also be presented to City Council. These new funds will account for property tax receipts for the retirement of debt obligations and to account for the bond proceeds used for the construction of the Fire Station, respectively.

MEDINA COUNTY
BUDGET
OF
CITY OF BRUNSWICK
FOR FISCAL YEAR
BEGINNING JANUARY 1, 2024

_____, 20 __ __

County Auditor

Deputy Auditor

COUNTY AUDITOR'S ESTIMATE

TAX LEVIES AND RATES FOR 2024, IN BRUNSWICK

CITY / VILLAGE

TAX VALUATION: \$ _____

	Amount Approved By Budget Commission	County Auditor's Estimate of Rate in Mills
LEVIES WITHIN 10 MILL LIMITATION		
County	_____	_____
Township	_____	_____
School	_____	_____
Village	_____	_____
City	_____	_____
State	_____	_____
TOTAL	_____ -	_____ -
LEVIES OUTSIDE 10 MILL LIMITATION		
County	_____	_____
Township	_____	_____
School	_____	_____
Village	_____	_____
City	_____	_____
State	_____	_____
TOTAL	_____ -	_____ -
TOTAL LEVY FOR ALL PURPOSES	\$ _____ -	\$ _____ -

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

The Budget Commission of Medina County, Ohio, hereby makes the following Official Certificate of Estimated Resources

Resources for the City of Brunswick for the Budget Year beginning: January 1, 2024

FUND	Estimated Unencumbered Balance January 1, 2024	Real Estate Property Tax	Personal Property Tax	Local Government Money	Rollback, Homestead and Personal Property Tax Exemption	Other Sources	Total
GOVERNMENTAL FUND TYPE:							
General Fund	21,083,398	2,236,546	-	638,302	242,854	31,571,633	55,772,733
Special Revenue Funds	35,327,692	285,153	-	-	38,247	23,844,329	59,495,421
Debt Service Funds	1,235,499	911,340	-	-	-	72,429	2,219,268
Capital Project Funds	22,132,002	833,880	-	-	18,020	21,429,972	44,413,874
INTERNAL SERVICE FUND	311,427	-	-	-	-	4,161,422	4,472,849
PROPRIETARY FUND TYPE:							
Enterprise Funds	4,820,301	-	-	-	-	4,391,265	9,211,566
FIDUCIARY FUND TYPE:							
Trust and Agency Funds	298,588	-	-	-	-	975,400	1,273,988
TOTAL ALL FUNDS	\$ 85,208,907	\$ 4,266,919	\$ -	\$ 638,302	\$ 299,121	\$ 86,446,450	\$ 176,859,699

The Budget Commission further certifies that its action on the foregoing budget and the County Auditor's estimate of the rate of each tax necessary to be levied within and outside the 10 mill limitation is set forth in the proper columns of the preceding pages and the total amounts approved for each fund must govern the amount of appropriation from such fund.

DATE _____, 20 ____

Budget
Commission

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

FUND	Estimated Unen- cumbered Balance January 1, 2024	Real Estate Property Tax	Personal Property Tax	Local Government Money	Rollback, Homestead and Personal Property Tax Exemption	Other Sources	Total
GOVERNMENTAL FUND TYPE:							
GENERAL FUND	21,083,398	2,236,546	-	638,302	242,854	31,571,633	55,772,733
General Fund	21,083,398	2,236,546	-	638,302	242,854	31,571,633	55,772,733
SPECIAL REVENUE FUNDS:							
Court Fees Fund	27,718	-	-	-	-	24,000	51,718
FEMA Grant Fund	-	-	-	-	-	-	-
Police Fund	12,873,047	285,153	-	-	38,247	10,190,109	23,386,556
Fire Fund	11,518,846	-	-	-	-	7,515,500	19,034,346
Street Repair & Maintenance Fund	5,526,548	-	-	-	-	3,862,106	9,388,654
State Highway Fund	603,963	-	-	-	-	180,324	784,287
Law Enforcement Trust Fund	47,898	-	-	-	-	500	48,398
Brunswick Transit Alternative Fund	642,476	-	-	-	-	15,000	657,476
RLF CDBG Fund	-	-	-	-	-	-	-
Brunswick Area Television Fund	849,123	-	-	-	-	430,296	1,279,419
Parks Fund	1,638,354	-	-	-	-	614,450	2,252,804
DOJ Federal Grant Fund	-	-	-	-	-	-	-
Enforcement & Education	23,140	-	-	-	-	3,250	26,390
Recreation Center Fund	1,576,429	-	-	-	-	1,008,694	2,585,123
CHIP (HOME) Fund	150	-	-	-	-	100	250
TOTAL SPECIAL REVENUE FUNDS	35,327,692	285,153	-	-	38,247	23,844,329	59,495,421
DEBT SERVICE FUNDS:							
General Obligation Debt Fund	1,196,799	-	-	-	-	-	1,196,799
General Obligation Bond Ret Fire Station Sub-Fund	-	911,340	-	-	-	-	911,340
S.A. Laurel Road Improvement Fund (2006)	25,080	-	-	-	-	42,358	67,438
S. A. Bruns Lake - Dam Improvement Fund	7,077	-	-	-	-	18,513	25,590
S. A. Bruns Lake - Dredging Improvement Fund	6,543	-	-	-	-	11,558	18,101
TOTAL DEBT SERVICE FUNDS	1,235,499	911,340	-	-	-	72,429	2,219,268
CAPITAL PROJECT FUNDS:							
Capital Project Improvement Fund	9,953,365	-	-	-	-	2,926,472	12,879,837
Road Levy Improvement Fund	140,372	833,880	-	-	18,020	861,000	1,853,272
Road Capital Improvement Fund	11,136,752	-	-	-	-	3,105,000	14,241,752
Traffic Control Improvement Fund	3,125	-	-	-	-	-	3,125
Public Square Improvement Fund	12,298	-	-	-	-	-	12,298
City Hall Expansion/Improvement Fund	463	-	-	-	-	-	463
Fire Improvement Fund	79,618	-	-	-	-	-	79,618
Parks City-Wide Improvement Fund	370,774	-	-	-	-	37,500	408,274
Ohio Environ Improv Program Fed Grant Fund	-	-	-	-	-	2,500,000	2,500,000
North Carpenter Road Improvement Fund	-	-	-	-	-	-	-
Boston Road Improvement Fund	431,340	-	-	-	-	-	431,340
I-71 / Route 303 Enhancement Fund	3,895	-	-	-	-	-	3,895
Fire Station Improvement Fund	-	-	-	-	-	12,000,000	12,000,000
Brunswick Lake Improvement Fund	-	-	-	-	-	-	-
OPWC Grafton Road Imp. Fund	-	-	-	-	-	-	-
OPWC Center Road Imp. Fund	-	-	-	-	-	-	-
OPWC Multi Roads Imp. Fund	-	-	-	-	-	-	-
OPWC Laurel Road Imp. Fund	-	-	-	-	-	-	-
OPWC Old Eagle Dr Imp. Fund	-	-	-	-	-	-	-
OPWC SkyView Dr Impr. Fund	-	-	-	-	-	-	-
TOTAL CAPITAL PROJECT FUNDS	22,132,002	833,880	-	-	18,020	21,429,972	44,413,874

OFFICIAL CERTIFICATE OF ESTIMATED RESOURCES

FUND	Estimated Unencumbered Balance January 1, 2024	Real Estate Property Tax	Personal Property Tax	Local Government Money	Rollback, Homestead and Personal Property Tax Exemption	Other Sources	Total
INTERNAL SERVICE FUNDS:							
Internal Service Fund	311,427	-	-	-	-	4,161,422	4,472,849
INTERNAL SERVICE FUNDS	311,427	-	-	-	-	4,161,422	4,472,849
ENTERPRISE FUNDS:							
Storm Water Management Fund	2,934,375	-	-	-	-	1,313,291	4,247,666
Refuse Fund	1,885,926	-	-	-	-	3,077,974	4,963,900
TOTAL ENTERPRISE FUNDS	4,820,301	-	-	-	-	4,391,265	9,211,566
TRUST AND AGENCY FUNDS							
Recreation Programs Fund	1,030	-	-	-	-	-	1,030
General Trust Fund	190,627	-	-	-	-	770,400	961,027
Unclaimed Money Fund	63,608	-	-	-	-	20,000	83,608
Twelve Step Recovery Fund	-	-	-	-	-	-	-
Family Violence Program Fund	3,307	-	-	-	-	-	3,307
Flex Spending Plan Fund	37,685	-	-	-	-	140,000	177,685
Non-Residential 3% Assessment	2,066	-	-	-	-	35,000	37,066
Residential 1% Assessment	265	-	-	-	-	10,000	10,265
TOTAL TRUST AND AGENCY FUNDS	298,588	-	-	-	-	975,400	1,273,988
TOTAL ESTIMATED RESOURCES (memorandum Only)	\$ 85,208,907	\$ 4,266,919	\$ -	\$ 638,302	\$ 299,121	\$ 86,446,450	\$ 176,859,699

This Exhibit is to be used for the General Fund Only

DESCRIPTION	2021 ACTUAL	2022 ACTUAL	BUDGET YEAR ESTIMATED FOR 2023	BUDGET YEAR ESTIMATED FOR 2024
1	2	3	4	5
REVENUES:				
Local Taxes:				
General Property Tax - Real Estate	\$ 1,826,576	\$ 1,845,094	\$ 2,236,546	\$ 2,236,546
Tangible Personal Property Tax	\$ -	\$ -	\$ -	\$ -
Municipal Income Tax	23,927,308	26,528,569	26,941,880	27,211,300
Other Local Taxes - Police Pension	-	-	-	-
Total Local Taxes	\$ 25,753,884	\$ 28,373,663	\$ 29,178,426	\$ 29,447,846
Intergovernmental Revenues:				
State Shared Taxes & Permits:				
Local Government	780,637	811,830	816,302	638,302
Estate Tax				
Cigarette Tax	983	1,058	1,100	990
Lodging Tax	44,798	95,014	70,000	56,000
Liquor and Beer Permits	45,655	13,488	29,000	26,100
Deregulation - Municipal Income Tax	78,208	17,655	20,500	15,000
Deregulation - Property Tax				
Property Tax Allocation - Rollback	246,916	247,476	\$ 242,854	\$ 242,854
Immobilization				
Personal Property Tax Exemption	-	-		
Other Charges for Services - Govt Only	-	-	5,000	
Other State Shared Taxes and Permits			-	-
Total State Shared Taxes and Permits	\$ 1,197,197	\$ 1,186,521	\$ 1,184,756	\$ 979,246
Grants or Aid				
Federal Grants	-	-	-	-
Other Grants or Aid	-	-	-	-
Total Grants or Aid	-	-	-	-
Total Intergovernmental Revenues	\$ 1,197,197	\$ 1,186,521	\$ 1,184,756	\$ 979,246
Special Assessments - Weeds	44,196	61,548	25,635	49,500
Charges for Services				
Fees/Lease Income	12,600	12,700	11,500	11,500
Cemetery	3,990	2,075	3,500	3,150
Dispatch	-	-		
Senior Activities	-	-	-	-
Total Charges for Services	\$ 16,590	\$ 14,775	\$ 15,000	\$ 14,650
Fines, Licenses, and Permits	1,126,545	799,293	1,095,042	807,567
Interest Earnings	362,497	915,973	1,487,000	766,000
Miscellaneous - Miscellaneous	7,558	6,936	5,203	4,400
Other Financing Sources:				
Transfers	317,350	311,951	138,633	82,500
Advances	1,918,994	2,005,475	1,979,205	2,537,626
Total Other Financing Sources	\$ 2,236,344	\$ 2,317,426	\$ 2,117,838	\$ 2,620,126
TOTAL REVENUE	\$ 30,744,811	\$ 33,676,135	\$ 35,108,900	\$ 34,689,335

This Exhibit is to be used for the General Fund Only

DESCRIPTION	2021 ACTUAL	2022 ACTUAL	BUDGET YEAR ESTIMATED FOR 2023	FORECASTED 2024
1	2	3	4	5
EXPENDITURES:				
Security of Persons & Property**				
Personal Services	\$ 68,854	\$ 69,670	\$ 78,667	\$ 81,027
Benefits & Insurance	47,612	55,765	58,440	61,931
Contractual Services	750	955	6,000	6,000
Supplies & Materials	1,665	2,061	4,500	4,500
Capital Outlay	-	-	-	-
Total Security of Persons & Property	<u>118,881</u>	<u>128,451</u>	<u>147,607</u>	<u>153,458</u>
Public Health Services				
Personal Services	-	-	-	-
Benefits & Insurance	-	-	-	-
Contractual Services - Cemetery	11,467	10,717	22,265	24,500
Supplies & Materials	60	105	500	500
Capital Outlay	-	-	-	-
Total Public Health Services	<u>\$ 11,527</u>	<u>\$ 10,822</u>	<u>\$ 22,765</u>	<u>\$ 25,000</u>
Leisure Time Activities				
Personal Services	77,889	70,216	78,925	81,293
Benefits & Insurance	52,639	56,320	59,724	63,277
Contractual Services	988	991	1,450	1,450
Supplies & Materials	1,389	29	500	500
Capital Outlay	-	1,068	2,000	-
Total Leisure Time Activities	<u>\$ 132,905</u>	<u>\$ 128,624</u>	<u>\$ 142,599</u>	<u>\$ 146,520</u>
Community Environment				
Personal Services	476,577	506,736	584,337	594,000
Benefits & Insurance	218,846	267,680	311,928	310,935
Contractual Services	311,645	398,951	926,244	650,325
Supplies & Materials	12,820	13,646	23,875	24,125
Capital Outlay	3,941	29,500	32,150	1,400
Total Community Environment	<u>\$ 1,023,829</u>	<u>\$ 1,216,513</u>	<u>\$ 1,878,534</u>	<u>\$ 1,580,785</u>
Basic Utility Services				
Personal Services	-	-	-	-
Benefits & Insurance	-	-	-	-
Contractual Services	-	-	-	-
Supplies & Materials	-	-	-	-
Capital Outlay	-	-	-	-
Total Basic Utility Services	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

FUND NAME : GENERAL FUND
FUND TYPE/CLASSIFICATION : GOVERNMENTAL - GENERAL

EXHIBIT 2

DESCRIPTION	2021 ACTUAL	2022 ACTUAL	BUDGET YEAR ESTIMATED FOR 2023	FORECASTED 2024
1	2	3	4	5
(Expenditures Continued)				
Transportation				
Personal Services	-	-	-	-
Benefits & Insurance	-	-	-	-
Contractual Services	-	-	-	-
Supplies & Materials	-	-	-	-
Capital Outlay	-	-	-	-
Total Transportation	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
General Government				
Personal Services	1,322,756	1,358,420	1,462,500	1,504,602
Benefits & Insurance	727,421	837,043	911,837	997,752
Contractual Services	1,046,053	1,131,187	1,660,771	1,596,707
Supplies & Materials	41,446	28,295	67,200	66,986
Capital Outlay	85,029	74,712	248,950	158,600
Total General Government	<u>\$ 3,222,705</u>	<u>\$ 3,429,657</u>	<u>\$ 4,351,258</u>	<u>\$ 4,324,647</u>
Debt Service				
Redemption of Principal	-	-	-	-
Interest	-	-	-	-
Other - Debt Service	-	-	-	-
Total Debt Service	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Other Uses of Funds				
Transfers / Advances Out	23,353,569	26,346,638	27,860,597	28,072,637
Contingencies	-	-	-	-
Other Uses of Funds	-	-	-	-
Total Other Uses of Funds	<u>\$ 23,353,569</u>	<u>\$ 26,346,638</u>	<u>\$ 27,860,597</u>	<u>\$ 28,072,637</u>
TOTAL EXPENDITURES	<u>\$ 27,863,416</u>	<u>\$ 31,260,705</u>	<u>\$ 34,403,360</u>	<u>\$ 34,303,048</u>
Revenues Over / (Under) Expenditures	2,881,395	2,415,430	705,540	386,287
Beginning Fund Balance	<u>15,858,455</u>	<u>18,739,850</u>	<u>20,377,858</u>	<u>21,083,398</u>
Ending Cash Fund Balance	18,739,850	21,155,280	21,083,398	21,469,685
Estimated Encumbrances (outstanding at year end)	-	777,422	-	-
Estimated Ending Unencumbered Fund Balances	<u>\$ 18,739,850</u>	<u>\$ 20,377,858</u>	<u>\$ 21,083,398</u>	<u>\$ 21,469,685</u>

FUND NAME : GENERAL BOND RETIREMENT FUND

FUND TYPE/CLASSIFICATION : DEBT SERVICE FUND

This Exhibit is to be used for the General Bond Retirement Fund Only (Includes G.O. Bond Retirement Fire Station Sub Fund)

DESCRIPTION	2021 ACTUAL	2022 ACTUAL	BUDGET YEAR ESTIMATED FOR 2023	FORECASTED 2024
1	2	3	4	5
REVENUES:				
Local Taxes:				
General Property Tax - Real Estate	\$ -	\$ -	\$ -	\$ 911,340
Municipal Income Tax	-	-	-	-
Total Local Taxes	\$ -	\$ -	\$ -	\$ 911,340
Intergovernmental:				
Rollback	-	-	-	-
Total Intergovernmental	\$ -	\$ -	\$ -	\$ -
Other Financing Sources:				
Bond Proceeds	-	-	-	-
Premium on Note Sale	-	-	-	-
Miscellaneous	-	-	-	-
Total Other Financing Sources	\$ -	\$ -	\$ -	\$ -
Other Financing Sources:				
Transfers In	45,694	-	-	-
Total Other Financing Sources	\$ 45,694	\$ -	\$ -	\$ -
TOTAL REVENUE	\$ 45,694	\$ -	\$ -	\$ 911,340
EXPENDITURES:				
General Government				
Auditor / Treasurer Fees	-	-	-	-
Legal Fees/Cost of Issuance	-	-	-	-
Total General Government	\$ -	\$ -	\$ -	\$ -
Debt Service				
Estimated Bond Principal Payment	-	-	-	425,000
Estimated Bond Interest Payment	-	-	-	486,340
Total Debt Service	\$ -	\$ -	\$ -	\$ 911,340
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ 911,340
Revenues Over / (Under) Expenditures	45,694	-	-	-
Beginning Unencumbered Balance	1,151,105	1,196,799	1,196,799	1,196,799
Ending Cash Fund Balance	1,196,799	1,196,799	1,196,799	1,196,799
Estimated Encumbrances (outstanding at year end)	-	-	-	-
Estimated Ending Unencumbered Fund Balances	\$ 1,196,799 *	\$ 1,196,799 *	\$ 1,196,799 *	\$ 1,196,799 *

*The \$1,196,799 in the debt service fund has been internally earmarked to retire inside millage debt in situations that alternative funding sources may run short. Some of this outstanding debt matures in 2029 and the remainder in 2032. All of the \$1,196,799 in funds existed prior to the Fire Station Issue7 passing on May 2, 2023. The property tax receipts and bonds obligation payments on the Fire Station will be maintained in a separate General Obligation Bond Retirement Fire Station Sub Fund #772 as to not commingle those funds with any other. The presentation above, includes all General Obligation Bond and sub funds combined. Special Assessment Bond sub funds are excluded above but are listed separately in this document.

Since 2013, all outstanding storm water debt has been paid from the Storm Water Enterprise Fund. Expected to continue provided revenue sources remain sufficient.

The City also has traffic signalization debt and is currently being paid from the State Highway Fund #118, provided revenue sources remain sufficient.

FUND	Estimated Unencumbered Balance January 1, 2024	Budget Year Tax (Only) Receipts	Budget Year Homestead & Rollback (Only) Receipts	Budget Year Other Receipts	Budget Year Estimated Total Receipts	Total Available for Expenditures	BUDGET YEAR EXPENDITURES AND ENCUMBRANCES			Estimated Unencumbered Balance December 31, 2024
							Personal Service	Other	Total	
GOVERNMENTAL FUND TYPE:										
SPECIAL REVENUE FUNDS:										
Court Fees Fund	27,718	-	-	24,000	24,000	51,718	5,761	17,018	22,779	28,939
FEMA Grant Fund	-	-	-	-	-	-	-	-	-	-
Police Fund	12,873,047	285,153	38,247	10,190,109	10,513,509	23,386,556	4,893,988	5,084,646	9,978,634	13,407,922
Fire Fund	11,518,846	-	-	7,515,500	7,515,500	19,034,346	2,775,206	3,180,644	5,955,850	13,078,496
Street Repair & Maintenance Fund	5,526,548	-	-	3,862,106	3,862,106	9,388,654	1,365,940	2,862,311	4,228,251	5,160,403
State Highway Fund	603,963	-	-	180,324	180,324	784,287	-	154,148	154,148	630,139
Law Enforcement Trust Fund	47,898	-	-	500	500	48,398	-	4,015	4,015	44,383
Brunswick Transit Alternative Fund	642,476	-	-	15,000	15,000	657,476	-	45,000	45,000	612,476
RLF CDBG Fund	-	-	-	-	-	-	-	-	-	-
Brunswick Area Television Fund	849,123	-	-	430,296	430,296	1,279,419	178,793	278,593	457,386	822,033
Parks Fund	1,638,354	-	-	614,450	614,450	2,252,804	215,207	386,975	602,182	1,650,622
DOJ Grant Fund	-	-	-	-	-	-	-	-	-	-
Enforcement & Education	23,140	-	-	3,250	3,250	26,390	-	-	-	26,390
Recreation Center Fund	1,576,429	-	-	1,008,694	1,008,694	2,585,123	417,800	635,182	1,052,982	1,532,141
CHIP (HOME) Fund	150	-	-	100	100	250	-	-	-	250
TOTAL SPECIAL REVENUE FUNDS	35,327,692	285,153	38,247	23,844,329	24,167,729	59,495,421	9,852,695	12,648,532	22,501,227	36,994,194
DEBT SERVICE FUNDS:										
General Obligation Debt Fund	1,196,799	-	-	-	-	1,196,799	-	-	-	1,196,799
General Obligation Bond Ret Fire Station Sub-Fund	-	911,340	-	-	911,340	911,340	-	911,340	911,340	-
S.A. Laurel Road Improvement Fund	-	-	-	-	-	-	-	-	-	-
S.A. Center Road Improvement Fund	-	-	-	-	-	-	-	-	-	-
S.A. Crosscreek Improvement Fund	-	-	-	-	-	-	-	-	-	-
S.A. South Carpenter Road Improvement Fund	-	-	-	-	-	-	-	-	-	-
S.A. Laurel West Waterline Improvement Fund	-	-	-	-	-	-	-	-	-	-
S.A. Grafton Phase III Improvement Fund	-	-	-	-	-	-	-	-	-	-
S.A. South Industrial Park Improvement Fund	-	-	-	-	-	-	-	-	-	-
S.A. Laurel Road (2006) Improvement Fund	25,080	-	-	42,358	42,358	67,438	-	35,463	35,463	31,975
S. A. Bruns Lake - Dam Improvement Fund	7,077	-	-	18,513	18,513	25,590	-	18,949	18,949	6,641
S. A. Bruns Lake - Dredging Improvement Fund	6,543	-	-	11,558	11,558	18,101	-	11,826	11,826	6,275
TOTAL DEBT SERVICE FUNDS	1,235,499	911,340	-	72,429	983,769	2,219,268	-	977,578	977,578	1,241,690
CAPITAL PROJECT FUNDS:										
CDBG Fund	-	-	-	-	-	-	-	-	-	-
Capital Project Improvement Fund	9,953,365	-	-	2,926,472	2,926,472	12,879,837	-	2,753,333	2,753,333	10,126,504
Road Levy Improvement Fund	140,372	833,880	18,020	861,000	1,712,900	1,853,272	-	1,712,900	1,712,900	140,372
Road Capital Improvement Fund	11,136,752	-	-	3,105,000	3,105,000	14,241,752	-	2,382,069	2,382,069	11,859,683
Traffic Control Improvement Fund	3,125	-	-	-	-	3,125	-	-	-	3,125
Public Square Improvement Fund	12,298	-	-	-	-	12,298	-	-	-	12,298
City Building Improvement Fund	463	-	-	-	-	463	-	-	-	463
Fire Improvement Fund	79,618	-	-	-	-	79,618	-	-	-	79,618
Parks City-Wide Improvement Fund	370,774	-	-	37,500	37,500	408,274	-	-	-	408,274
Ohio Environ Improv Program Fed Grant Fund	-	-	-	2,500,000	2,500,000	2,500,000	-	2,500,000	2,500,000	-
North Carpenter Road Improvement Fund	-	-	-	-	-	-	-	-	-	-
Boston Road Improvement Fund	431,340	-	-	-	-	431,340	-	-	-	431,340
I-71 / Route 303 Enhancement Fund	3,895	-	-	-	-	3,895	-	-	-	3,895
Fire Station Improvement Fund	-	-	-	12,000,000	12,000,000	12,000,000	-	12,000,000	12,000,000	-
Brunswick Lake Improvement Fund	-	-	-	-	-	-	-	-	-	-
OPWC Old Eagle Dr Imp. Fund	-	-	-	-	-	-	-	-	-	-
OPWC Sky View Dr Impr. Fund	-	-	-	-	-	-	-	-	-	-
OPWC Magnolia Dr Impr. Fund	-	-	-	-	-	-	-	-	-	-
TOTAL CAPITAL PROJECT FUNDS	22,132,002	833,880	18,020	21,429,972	22,281,872	44,413,874	-	21,348,302	21,348,302	23,065,572
INTERNAL SERVICE FUNDS:										
Internal Service Fund	311,427	-	-	4,161,422	4,161,422	4,472,849	-	4,161,422	4,161,422	311,427
TOTAL INTERNAL SERVICE FUNDS	311,427	-	-	4,161,422	4,161,422	4,472,849	-	4,161,422	4,161,422	311,427
PROPRIETARY:										
ENTERPRISE FUNDS:										
Storm Water Management Fund	2,934,375	-	-	1,313,291	1,313,291	4,247,666	34,334	1,005,887	1,040,221	3,207,445
Refuse Fund	1,885,926	-	-	3,077,974	3,077,974	4,963,900	76,112	2,995,329	3,071,441	1,892,459

FUND	Estimated Unen- cumbered Balance January 1, 2024	Budget Year Tax (Only) Receipts	Budget Year Homestead & Rollback (Only) Receipts	Budget Year Other Receipts	Budget Year Estimated Total Receipts	Total Available for Expenditures	BUDGET YEAR EXPENDITURES AND ENCUMBRANCES			Estimated Unencumbered Balance December 31, 2024
							Personal Service	Other	Total	
TOTAL ENTERPRISE FUNDS	4,820,301	-	-	4,391,265	4,391,265	9,211,566	110,446	4,001,216	4,111,662	5,099,904
FIDUCIARY:										
TRUST AND AGENCY FUNDS										
Recreation Programs Fund	1,030	-	-	-	-	1,030	-	-	-	1,030
General Trust Fund	190,627	-	-	770,400	770,400	961,027	-	770,400	770,400	190,627
Unclaimed Money Fund	63,608	-	-	20,000	20,000	83,608	-	20,000	20,000	63,608
Family Violence Program Fund	3,307	-	-	-	-	3,307	-	-	-	3,307
Flex Spending Plan Fund	37,685	-	-	140,000	140,000	177,685	-	140,000	140,000	37,685
Non-Residential 3% Assessment Fee	2,066	-	-	35,000	35,000	37,066	-	35,000	35,000	2,066
Residential 1% Assessment Fee	265	-	-	10,000	10,000	10,265	-	10,000	10,000	265
TOTAL TRUST AND AGENCY FUNDS	298,588	-	-	975,400	975,400	1,273,988	-	975,400	975,400	298,588
TOTAL FOR MEMORANDUM ONLY	\$ 64,125,509	\$ 2,030,373	\$ 56,267	\$ 54,874,817	\$ 56,961,457	\$ 121,086,966	\$ 9,963,141	\$ 44,112,450	\$ 54,075,591	\$ 67,011,375

In conjunction with the 2024 tax budget, separate pieces of legislation to establish a separate G.O. Bond Retirement Fire Station Sub-Fund #772 & Fire Station Improvement Fund #359 will also be presented to City Council. These new funds will account for property tax receipts for the retirement of debt obligations and to account for the bond proceeds used for the construction of the Fire Station, respectively.

STATEMENT OF AMOUNTS REQUIRED FOR
PAYMENT OF FINAL JUDGMENTS
(Section 5705.29, Revised Code)

[illegible]

List the amounts required for the payment of each judgment expected to be paid during the year being budgeted.

PURPOSE OF BONDS AND NOTES	Authority for Levy Outside 10 Mill Limit *	Date of Issue	Due Date	Last Effective Ordinance(s) at time Tax Budget was prepared	Forecasted Interest Rate	Forecasted amounts of G.O. Bonds Outstanding at Beginning of Budgeted Year January 1, 2024	BUDGET YEAR	
							Amount Required for Principal and Interest 1/1 - 12/31 2024	Amount Receivable from Other Sources to Meet Debt Payments 1/1 - 12/31 2024
INSIDE 10 MILL LIMIT:								
<u>Payable from Bond Retirement Fund</u> Only if other sources become insufficient								
<u>Payable from Other Sources</u>								
Traffic Signalization Imp. Bonds \$1,320,000 '@	n/a	November 2012	December 2031	#86-12	2.00%-4.00%	665,000	96,600	96,600
Storm Sewer Improvement Bonds \$1,155,000* @	n/a	November 2012	December 2031	#87-12	2.00%-4.00%	480,000	79,200	79,200
Capital Improv (Storm Water Mgt) Bonds \$4,672,492 *	n/a	September 2009	December 2029	# 80-09, 81-09 & 82-09	2.00% - 4.20%	1,773,233	339,731	339,731
TOTAL								
OUTSIDE 10 MILL LIMIT:								
<u>Payable from Bond Retirement Fund</u> Fire Station Improvement Bonds	Election 5/2/2023	TBD	TBD	TBD	TBD	-	911,340	911,340
TOTAL						\$ 2,918,233	\$ 1,426,871	\$ 1,426,871

* Debt obligations associated with storm water drainage and improvements are budgeted to be paid off with the stormwater fee. Council authorized this fee and related Enterprise Fund via Ord#31-11. A financial statement beginning balance restatement was required for moving debt obligations from the General Obligation Bond Retirement Fund to the City's new Stormwater Management Enterprise Fund in the City's FY 2012 CAFR. However, the balance in the General Obligation Bond Retirement Fund will be used if other funding sources become insufficient.

@The Traffic Signalization and Storm Sewer Bonds were broken out separately since the revenue sources to retire the debt obligations will come from two different funds. The traffic signalization debt obligations are to be paid from revenue sources in the State Highway Fund and the Storm Sewer debt obligations are to be paid from the storm water fees collected in the Storm Water Fund. However, the balance in the General Obligation Bond Retirement Fund will be used if other funding sources become insufficient.

The estimated property tax receipts for 0.82 mills was calculated by Kristen Johnson, Director of Real Estate Operations for Medina County on May 5, 2023. The actual issuance of the Bonds is not expected to occur until sometime after the compilation of this tax budget. For the 2024 tax budget document and related filing, the annual property tax estimated receipts will match the estimated annual amount required for debt service. In conjunction with the 2024 tax budget, separate pieces of legislation to establish a separate G.O. Bond Retirement Fire Station Sub-Fund #772 & Fire Station Improvement Fund #359 will also be presented to City Council. These new funds will account for property tax receipts for the retirement of debt obligations and to account for the bond proceeds used for the construction of the Fire Station, respectively.

Note: The above includes General Obligation Bonds issued by the City but excludes OPWC loans and Special Assessment Debt. Furthermore any new projects that may be initiated after the submission of this tax budget are also excluded.

CITY OF BRUNSWICK, OHIO

ORDINANCE NUMBER 37-2023



By: Committee-of-the-Whole

AN EMERGENCY ORDINANCE AUTHORIZING AND ADOPTING THE PROPOSED TAX BUDGET FOR THE CITY OF BRUNSWICK, OHIO FOR THE YEAR BEGINNING JANUARY 1, 2024 THROUGH DECEMBER 31, 2024.

WHEREAS: The State statute requires that the legislative authority of the City of Brunswick submit to the County Budget Commission a proposed tax budget for the City.

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

SECTION 1: That the attached Tax Budget is hereby authorized and adopted as the Tax Budget for the City of Brunswick for the year beginning January 1, 2024 and ending December 31, 2024.

SECTION 2: That the Finance Director is hereby directed to transcribe this tax budget and all other information required to the official budget form prescribed by the County of Medina, Ohio.

SECTION 3: 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 the State statute prescribes time limitation on the adoption and certification of this budget. Therefore, the same shall be in full force and effect from and after its passage by the required number of votes

PASSED: 1st Reading_____

Rules Suspended: AYES _____ NAYS _____

ADOPTED: _____ AYES _____ NAYS _____

ATTEST: _____
Clerk of Council
Laura E. Timura