

**REGULAR COUNCIL MEETING
OF THE COUNCIL OF THE CITY OF BROOK PARK, OHIO
TO BE HELD ON TUESDAY, MARCH 1, 2016
7:00 P.M.**

A. ROLL CALL OF MEMBERS

B. PLEDGE OF ALLEGIANCE

C. APPROVAL OF MINUTES OF PRECEDING MEETINGS:

1. REGULAR COUNCIL MEETING HELD ON FEBRUARY 16, 2016.

D. REPORTS OF STANDING COMMITTEES:

| | |
|---|---------------------------------------|
| AVIATION & ENVIRONMENTAL (Powers) _____ | PLANNING COMMITTEE (Troyer) _____ |
| FINANCE COMMITTEE (McCormick) _____ | SAFETY COMMITTEE (Salvatore) _____ |
| LEGISLATIVE COMMITTEE (Troyer) _____ | SERVICE COMMITTEE (Burgio) _____ |
| PARKS & RECREATION (Mencini) _____ | BOARD OF ZONING APPEALS (Scott) _____ |

E. REPORTS OF SPECIAL COMMITTEES:

SOUTHWEST GENERAL HEALTH CENTER - TRUSTEE (Salvatore) _____
BEREA BOARD OF EDUCATION COMMITTEE (Burgio, McCormick) _____

F. REPORTS FROM BOARDS AND COMMISSIONS:

G. INTRODUCTION OF RESOLUTIONS OF COMMENDATION:

H. REPORTS AND COMMUNICATIONS FROM THE MAYOR:

**I. REPORTS AND COMMUNICATIONS FROM OTHER DEPARTMENTS,
COMMISSIONS, PUBLIC OFFICIALS:**

**J. OTHER COMMUNICATIONS, PETITIONS, AND VERBAL APPROVAL:
(INTRODUCTION OF NEW LEGISLATION):**

Other Communications:

1. RESOLUTION NO. 2-2016, THAT BROOK PARK CITY COUNCIL ENCOURAGES RESIDENTS TO PARTICIPATE IN THE DEMOCRATIC PROCESS, SUPPORTS COMMUNITY DEBATE, WELCOMES RESIDENTS TO EXPRESS THEIR OPINIONS AND ENCOURAGES RESIDENTS TO VOTE; BROOK PARK CITY COUNCIL PLEDGES TO THE RESIDENTS THAT THEIR VOICE WILL BE HEARD AND RESPECTED BY THE LEGISLATIVE BODY OF BROOK PARK'S MUNICIPAL GOVERNMENT AND EXECUTES THIS RESOLUTION TO BE A STATE OF EMERGENCY Introduced by Councilwoman McCormick **Per Section 3.03 (b) of the City Charter this item must be reconsidered by Council.**

K. MISCELLANEOUS BUSINESS (APPOINTMENTS, CONFIRMATIONS):

L. REMARKS FROM THE AUDIENCE ON THE ORDINANCES AND/OR RESOLUTIONS THAT PERTAIN TO ITEMS ON THE AGENDA:

M. INTRODUCTION OF RESOLUTIONS AND ORDINANCES: (FIRST READING):

1. ORDINANCE NO. 10001-2016, ENACTING SECTION 748 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'AUTO TITLE LENDERS' AND DECLARING AN EMERGENCY Introduced by Council President Patten, Council Members D'Amico, Higgins, Burgio, Mencini, McCormick and Scott.
2. ORDINANCE NO. 10002-2016, AUTHORIZING THE CONSULTING ENGINEER TO PREPARE PLANS AND SPECIFICATIONS AND THE MAYOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACT FOR THE CONSTRUCTION OF THE 2016 SIDEWALK REPAIR PROGRAM. Introduced by Mayor Coyne

N. INTRODUCTION OF RESOLUTIONS AND ORDINANCES: (SECOND READING):

1. ORDINANCE NUMBER 10000,2016, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH SIGNAL SERVICE COMPANY, WITHOUT PUBLIC BIDDING, TO PROVIDE FOR THE MAINTENANCE OF TRAFFIC SIGNALS AND DECLARING AN EMERGENCY. Introduced by Councilman Salvatore and Council Members Mencini, Scott, Burgio and McCormick.

N. INTRODUCTION OF RESOLUTIONS AND ORDINANCES: (SECOND READING):
cont.

2. ORDINANCE NO. 9998-2016, AUTHORIZING THE CITY OF BROOK PARK TO PROVIDE A JOB RETENTION & BUSINESS EXPANSION GRANT TO CUYAHOGA MACHINE COMPANY, LLC, 5250 WEST 137TH STREET Introduced by Mayor Coyne

O. THIRD READING OF RESOLUTIONS AND ORDINANCES:

1. ORDINANCE NO. 9953-2015, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF MIDDLEBURG HEIGHTS TO SHARE THE USE OF A 2002 SUTPHEN AERIAL PLATFORM LADDER TRUCK AND DECLARING AN EMERGENCY. Introduced by Mayor Coyne

P. REMARKS FROM THE AUDIENCE ON ANY SUBJECT MATTER:

Q. ADJOURNMENT:

Updated 2016

SYNOPSIS OF RESOLUTIONS
FOR THE COUNCIL MEETING OF TUESDAY, MARCH 1, 2016

FIRST READING:

Ord. No.10001-2016 AN ORDINANCE ENACTING SECTION 748 OF THE BROOK PARK CODIFIED ORDINANCES, ENTITLED 'AUTO TITLE LENDERS,' AND DECLARING AN EMERGENCY.

SYNOPSIS: An ordinance enacting a new chapter of the Brook Park Codified ordinances entitled 'Auto Title Lenders,' to establish standards for the regulation and control of Auto Title Lenders.

Ord. No. 10002-2016 AN ORDINANCE AUTHORIZING THE CONSULTING ENGINEER TO PREPARE PLANS AND SPECIFICATIONS, AND THE MAYOR TO ADVERTISE FOR BIDS, AND ENTER INTO A CONTRACT FOR CONSTRUCTION OF THE 2016 SIDEWALK REPAIR PROGRAM, AND DECLARING AN EMERGENCY.

SYNOPSIS: An ordinance authorizing the Consulting Engineer to prepare bid documents and provide construction administration services, and further authorizing the Mayor to advertise and enter into a contract for the 2016 Sidewalk Repair Project.

SECOND READING:

Ord. No.9998-2016 AN ORDINANCE AUTHORIZING THE CITY OF BROOK PARK TO PROVIDE A JOB RETENTION & BUSINESS EXPANSION GRANT TO CUYAHOGA MACHINE COMPANY, LLC., 5250 WEST 137TH STREET.

SYNOPSIS: An ordinance authorizing the City to provide job retention, creation and economic development assistance grant to Cuyahoga Machine Company, LLC, in the amount of \$50,000.00, provided that Cuyahoga Machine Company will commence and expend \$200,000 to expand it buildings and facilities on or before January 1, 2017.

Ord. No.10000-2016 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH SIGNAL SERVICE COMPANY WITHOUT PUBLIC BIDDING, TO PROVIDE FOR THE MAINTENANCE OF TRAFFIC CONTROL DEVICES, AND DECLARING AN EMERGENCY.

SYNOPSIS: An ordinance authorizing the Mayor to enter into a contract with Signal Service Company for the maintenance, modernization, and/or replacement of all electrical traffic signals.

THIRD READING:

Ord. No. 9953-2015 AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF MIDDLEBURG HEIGHTS TO SHARE THE USE OF A 2002 SUTPHEN AERIAL PLATFORM LADDER TRUCK, AND DECLARING AN EMERGENCY.

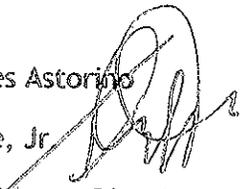
SYNOPSIS: An ordinance authorizing the Mayor to enter into an Agreement with the City of Middleburg Heights for sharing the use of a 2002 Sutphen Aerial Platform Ladder Truck.

PREPARED BY THE BROOK PARK LEGAL DEPARTMENT
February 11, 2016



memo

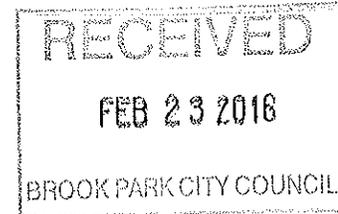
To: Council President James Astorino

From: Mayor Thomas J. Coyne, Jr. 

CC: All Council Members, Finance Director
Greg Cingle and Law Director Carol
Horvath

Date: February 22, 2016

Re: Veto of Resolution 2-2016

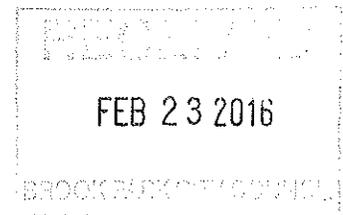


Please be advised that I hereby veto Resolution #2-2016 for the following reasons:

1. It implies that City Council has failed to encourage residents to participate in the Democratic process. This is not true. City Council has always encouraged our citizens to vote.
2. This resolution suggests that City Council has denied citizens their voice at City Council meetings. This narrative is also false. Audience participation in Council meetings has existed in various forms since we have been a City.
3. City Council meetings have always been conducted to do the City's business. Residents voicing their concerns are an important component in the conduct of that business. Council meetings should not be conducted as a political forum.
4. This resolution does not define "We the People". "We the People" (W.T.P. Foundation) is a national movement that promotes the view that no law requires most Americans to pay income tax or most companies to withhold taxes from employees paychecks (see attached). Additionally, they are strong advocates of Direct Democracy Initiative (see attached). They also have sought the truth of alien visits by E Petition. Without definition Council should not proclaim their belief.
5. Members of City Council are elected to serve to the best of their ability to faithfully, honestly and impartially discharge their duties in accordance with the Constitution of the United States, Constitution of the State of Ohio and Charter and all of the laws of the City of Brook Park. Our form of government is a Democratic Republic. Elected officials serve at the will of the people by the election process. Elected officials are bound to serve the best interests of the people, sometimes that may conflict with the majority opinion.
6. This resolution has no meaning and is apparently unenforceable. The sponsoring member of Council (Julie McCormick) encourages residents to express their opinions and be heard. When citizens appear at the podium to do just that she stomps out of the meeting and hides in the restroom refusing to hear their concerns.

7. Finally, this resolution is not an emergency and it is not necessary. Resolutions should show support for or an opposition to an issue affecting our community. This exercise is clearly a self-serving proclamation of verification of a false narrative.

Thank You!



1/27/15 Legislative
CA 2/9/16
1st R 3/1/16
2nd R
3rd R
O/C
Cau 2/23/16

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 10001-2016

INTRODUCED BY: COUNCIL PRESIDENT PATTEN, COUNCIL MEMBERS SALVATORE,
D'Amico, Higgins, Burgio, Mencini, McCormick, Scott
AN ORDINANCE

ENACTING SECTION 748 OF THE
BROOK PARK CODIFIED ORDINANCES,
ENTITLED 'AUTO TITLE LENDERS,'
AND DECLARING AN EMERGENCY

WHEREAS, auto title lenders, and the premises upon which they are located and operated, are by their nature a unique business; and

WHEREAS, the City of Brook Park seeks to regulate this business to prevent safety hazards, disturbances, disruption of motor vehicle and pedestrian traffic within this City; and

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: That Chapter 748 of the Brook Park Codified Ordinances, entitled "Auto Title Lenders" hereby enacted to read as follows:

CHAPTER 748
AUTO TITLE LENDERS

748.01. TITLE, PURPOSE AND OBJECTIVES.

(a) Title. This chapter shall be known and may be cited as the Auto Title Lenders.

(b) Purpose and Objectives. It is the purpose of this chapter and the policy of the City to establish standards for the regulation and control of auto title lenders and the premises upon which they are located and operated. The objectives of this chapter are to prevent safety hazards, disturbances, disruption of motor vehicle and pedestrian traffic within the City.

748.02. CONSTRUCTION, SEPARABILITY AND APPLICABILITY OF CHAPTER.

(a) Construction. This chapter shall be liberally construed and applied to promote its purpose and objectives.

(b) Separability. If any provision of this chapter, or the application thereof to any person circumstance, is held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct and independent provision, and neither the remainder of this chapter nor the application of such provision to other persons or circumstances shall be affected thereby.

748.03 DEFINITIONS.

As used in this chapter:

(a) "Auto Title Lender" means a credit services organization that obtains for a consumer or assists a consumer in obtaining an extension of consumer credit in the form of a motor vehicle title loan.

(b) "Operator" means the person or persons having authority to control the premises of an arcade amusement center or an accessory amusement area.

(c) "Owner" means any person who possesses a pecuniary interest, either directly or indirectly, of twenty-five percent or more in an auto title lender business.

(d) "Premises" means the building or portion thereof used for conducting the operation of an auto title lender business.

748.04 DENIAL OF AUTO TITLE LENDER.

No auto title lender shall be permitted to operate in the City of Brook Park when any of the following apply:

(a) Where any of the owners or the operators has been convicted within the last five years of any felony or of any misdemeanor involving physical violence, gambling activities, controlled substances, alcoholic beverages, minors or any crime involving moral turpitude;

(b) Where the premises are located within 1,000 feet of any other auto title lender as measured at the closest property lines.

(c) Where it is determined that the premises or operation thereof would be in violation of any provision of the Building Code, the Zoning Code or the Fire Code of the City or any other pertinent provisions of local, state or federal law.

748.99 PENALTY.

Whoever violates any of the provisions of this chapter is guilty of a misdemeanor of the first degree. A separate violation shall be deemed committed each day during or on which a violation occurs or continues.

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and to enact section 748 of the Brook Park Codified Ordinances; therefore, this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

DATE

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS



DIRECTOR OF LAW

P/C 2/16/16 Service
CA 2/23/16
1st R 3/1/16
2nd R _____
3rd R _____
B/C _____

ORDINANCE NO. 10000-2016

INTRODUCED BY: MAYOR COYNE

**AN ORDINANCE
AUTHORIZING THE CONSULTING ENGINEER TO PREPARE
PLANS AND SPECIFICATIONS, AND THE MAYOR TO
ADVERTISE FOR BIDS, AND ENTER INTO A CONTRACT FOR
CONSTRUCTION OF THE 2016 SIDEWALK REPAIR PROGRAM,
AND DECLARING AN EMERGENCY**

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Consulting Engineer is hereby authorized to prepare bid documents and provide construction administration services, and the Mayor is authorized to advertise for bids and enter into contract(s) with the lowest and/or best bidder for the 2016 Sidewalk Repair Project.

SECTION 2: The Consulting Engineer shall be paid a fee of \$4,000.00 for preparation of the necessary plans, specifications and bid documents, and a lump sum fee of \$8,000.00 for construction administration services.

SECTION 3: The money needed for the aforesaid transaction shall be paid from economic development fund 243 for said purpose.

SECTION 4: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 5: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of said City, and continued maintenance of the City's sidewalks; therefore, this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

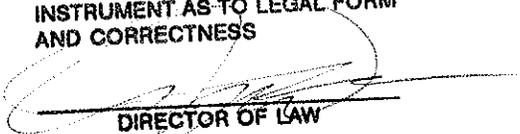
PASSED: _____ PRESIDENT OF COUNCIL

ATTEST: _____ CLERK OF COUNCIL APPROVED: _____ MAYOR

DATE

F:\Jobs\187\1602 - 2016 Sidewalk Program\2016 Sidewalk Ord.docx

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS



DIRECTOR OF LAW

CA 2/9/16
1st R 2/16/16
2nd R 3/1/16
3rd R
B/C

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 10000-2016

INTRODUCED BY: COUNCILMAN SALVATORE AND COUNCIL MEMBERS MENCINI,
SCOTT AND BURGIO, McCORMICK

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH SIGNAL SERVICE COMPANY
WITHOUT PUBLIC BIDDING, TO PROVIDE FOR THE
MAINTENANCE OF TRAFFIC CONTROL DEVICES,
AND DECLARING AN EMERGENCY

WHEREAS, Council deems it necessary for the City to enter into a contract with a specialist in order to provide for the maintenance, modernization, and replacement of all electrical traffic signals over which the City has jurisdiction; and

WHEREAS, said services are of such a highly specialized nature, requiring the exercise of peculiar skill and aptitude, that said contract is properly deemed excepted from the bidding requirements ordinarily associated with the letting of public contracts.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: That the Mayor is hereby authorized and directed to enter into a contract with Signal Service Company, for the maintenance, modernization, and/or replacement of all electrical traffic signals.

SECTION 2: The money needed for the aforesaid transaction shall be paid from the General Fund 100; provided that, in no event shall the total amount to be paid under said contract exceed \$40,000.00.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its

committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason that Council deems it necessary for the Mayor to enter into said contract with undue delay; therefore provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS



DIRECTOR OF LAW

DATE

**CONTRACT WITH SIGNAL SERVICE FOR THE MAINTENANCE
OF CITY TRAFFIC SIGNALS IN THE CITY OF BROOKPARK.**

Agreement entered the 1st day of January, 2016 between Signal Service, an Ohio corporation located at 4341 Cranwood Parkway, Warrensville Heights, Ohio 44128 (hereinafter "Contractor") and the CITY OF BROOKPARK, 17401 Holland Rd., Brookpark, Ohio 44142 (hereinafter "City");

WITNESSETH, that in consideration of the Contractor being chosen by the City for maintenance of City traffic signals in the City of Brookpark for the year 2016 as specified in Ordinance No. _____, and for the money consideration provided herein, the parties covenant and agree as follows:

- 1.) Contractor will provide necessary labor and materials to service, maintain, repair and/or replace all traffic signal controllers, signals, school flashing lights and associated equipment owned and operated by the City which needs repair due to either malfunctions, accidents, storm damage, vandalism or other means, such services to be available 24 hours per day, seven days a week, including holidays. Such services shall be furnished only upon request of the Chief of Police or his designated representative, with all work conforming to the City specifications. All work will be performed in a good and workmanlike manner and on a timely basis consistent with the City's schedule.
- 2.) The City will pay Signal Service compensation at the rate of \$60.00 per hour for normal, non-regular working hours or Holiday hours.
- 3.) The Contractor shall furnish the Chief of Police and City Finance Director with a detailed record of services rendered monthly.
- 4.) The Contractor is an independent contractor which shall provide all equipment, materials and labor necessary to perform the work. Contractor shall be responsible for arranging for workers compensation coverage for its employee, and shall deliver to the City a copy of a Certificate showing compliance with such laws. Contractor further agrees to file an income tax return with the Brookpark Tax Department in accordance with municipal tax laws.

5.) The City shall be entitled to cancel this contract for any reason upon giving thirty (30) days written notice to the Contractor.

6.) Contractor will provide the work without any sub-contractors, and will provide proper supervision and supervisory personnel in connection with all of the work.

7.) Contractor shall furnish the City with evidence of general liability insurance from a company licensed by the State of Ohio in the amount of Three Million Dollars (\$3,000,000.00) for any accidental occurrence arising out of any act or omission by the Contractor which causes bodily harm or property damage, and shall cause the City to be named as an additional insured on the policy. Contractor agrees to fully defend, indemnify and hold the City harmless from any and all claims, demands or causes of action for personal injury, property damage or otherwise arising from the work and services provided, and whether involving employee claims or third party claims.

8.) Contractor acknowledges that no modifications, including but not limited to change orders, can be made to this agreement without written action and approval by the Mayor and City Council.

9.) This contract represents the entire agreement between the parties, will be governed by the law of Ohio, and shall be binding upon both parties. This contract cannot be assigned by the Contractor without the written permission of the City.

10.) Notice to Contractor shall be sent to Signal Service Company, 4341 Cranwood Pkwy, Warrensville Hts., Ohio 44128. Notice to City shall be sent to Chief of Police, 17401 Holland Rd., Brookpark, Ohio 44142.

IN WITNESS WHEREOF, the parties have set their hand to this contract on the dates next to their respective signatures.

1-15-16
DATE

DATE

CONTRACTOR

Signal Service Company
Company Name

By James B. Such

Title President

34-1101973
Contractor Social Security No. or
Federal I.D. Number

CITY OF BROOKPARK

By _____

Title _____

P/C 2/2/16 Finance
CA 2/9/16 - amended
1st R 2/16/16
2nd R 3/1/16
3rd R _____
B/C _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 9998-2016

INTRODUCED BY: MAYOR COYNE

AN ORDINANCE AUTHORIZING
THE CITY OF BROOK PARK TO PROVIDE A JOB RETENTION & BUSINESS
EXPANSION GRANT TO CUYAHOGA MACHINE COMPANY, LLC., 5250 West
137th STREET.

WHEREAS, Bogdan Real Estate LLC purchased 3.5 acres of unutilized and vacant land located at 5250 West 137th, Brook Park, Ohio in 2011;

WHEREAS, Cuyahoga Machine Company, LLC. is a 50 year old family owned and operated full service metal fabricating and machine facility servicing the steel processing, mining, light/heavy construction & waste removal industries;

WHEREAS, Cuyahoga Machine & Bogdan Real Estate are inter related companies with common ownership;

WHEREAS, Cuyahoga Machine & Bogdan have invested over \$1,250,000 Million Dollars constructing a 25,000 square foot state of the art industrial machine, equipment & repair facility at 5250 West 137th Street, Brook Park, Ohio;

WHEREAS, Cuyahoga Machine has invested over \$500,000 in industrial equipment, lathes, CNCs and mills in its new facility at 5250 West 137th Street, Brook Park, Ohio;

WHEREAS, Cuyahoga Machine relocated its entire business to the City of Brook Park from the City of Cleveland in 2012;

WHEREAS, Cuyahoga Machine employs fourteen (14) full time employees and has maintained an average payroll of \$750,000 over the past few years;

WHEREAS, in order to maintain its current payroll, remain competitive, create jobs, construct new facilities and expand its business services portfolio within the City, Cuyahoga Machine seeks an economic development grant to purchase new equipment, specifically, a Sharp Model 2280NC lathe;

WHEREAS, Cuyahoga Machine anticipates employing between 12-15 persons with living wages at an estimated payroll of at least \$750,000 per annum and believes the new equipment will allow it add up to two additional full time employees;

WHEREAS, Cuyahoga Machine plans to expend \$200,000 to expand its buildings and facilities in 2016;

WHEREAS, Cuyahoga Machine is located within the City's Enterprise and Target Improvement Zone;

WHEREAS, the City of Brook Park encourages the development of business within the City's Enterprise and Target Improvement Zones; and

WHEREAS, Cuyahoga Machine is desirous of expanding its facilities and acquiring equipment which will maintain current employment and create up to two (2) new employment opportunities within the City of Brook Park, provided that appropriate business expansion, retention and development incentives are available from the City; and

WHEREAS, Financial assistance from the City of Brook Park is necessary to secure the investment of Cuyahoga Machine and Bogdan in Cuyahoga's project;

WHEREAS, the City of Brook Park, having the appropriate authority for the stated type of project, is desirous of providing Cuyahoga Machine Company, LLC job retention and job/business expansion incentives to promote economic activity within the City consistent with the purposes of Section 13 of Article VIII of the Ohio Constitution to create or preserve jobs and employment opportunities, to eradicate and mitigate blight within the City, and to improve the economic welfare of the people of the State; and

WHEREAS, the Mayor of the City of Brook Park has investigated the request of Cuyahoga Machine Company LLC for job creation, retention and economic development grant assistance and recommends the same to the City Council on the basis that Cuyahoga Machine Company LLC is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City of Brook Park;

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: This Council agrees to provide a job retention, creation and economic development assistance grant to Cuyahoga Machine Company, LLC to be applied exclusively to the purchase of (1) Sharp Model 2280NC tool room lathe for installation and

operation at 5250 West 137th Street Brook Park, Ohio in an amount of \$50,000.00, provided that Cuyahoga Machine utilizes best efforts to commence and expend \$200,000 to expand its buildings and facilities on or before January 1, 2017 and provided the Cuyahoga Machine maintains its base payroll at 2015 levels throughout the useful life of the machine.

SECTION 2: The Mayor is authorized to enter into a Job Creation, Retention & Economic Development Grant Agreement with Cuyahoga Machine in the amount of \$50,000.00 provided Cuyahoga Machine agrees to maintain its current payroll levels for the useful life of the equipment, uses its best efforts to expand its payroll, and expands its physical plant by investing \$200,000 and commencing construction of new buildings and structures by January 2017.

SECTION 3: The money needed for the aforesaid transaction shall be paid to Cuyahoga Machine Company LLC from funds appropriated for brownfield redevelopment and economic development to Cuyahoga Machine Company LLC upon the delivery and installation of the equipment at 5250 West 137th Street, Brook Park, Ohio and said funds shall be exclusively applied to the costs, expenses and fees arising from and/or incurred by Cuyahoga Machine Company, LLC in furtherance of the purchase of the aforesaid machine and equipment.

SECTION 4: The machine and equipment to be acquired by Cuyahoga Machine Company shall be operated solely at 5250 West 137th, Brook Park, Ohio and shall not be sold, dismantled or otherwise removed during the useful life (fifteen (15) years) of the aforesaid machine and equipment.

SECTION 5: The City of Brook Park shall maintain an equitable interest in the ownership of the machine and equipment to be acquired by Cuyahoga Machine Company which interest shall expire upon the expiration of the covenants set forth in Section 3 herein;

SECTION 6: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Sections 121.22 of the Ohio Revised Code.

SECTION 7: This Ordinance shall take effect at the earliest time allowed by law.

PASSED: _____

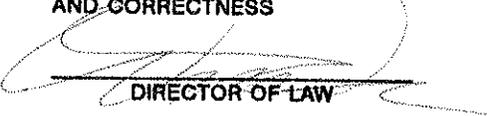
PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

**I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS**

DATE



DIRECTOR OF LAW

**JOB CREATION, RETENTION & ECONOMIC DEVELOPMENT
GRANT AGREEMENT & COGNOVIT NOTE
CITY OF BROOK PARK, OHIO**

WHEREAS, Bogdan Real Estate LLC purchased 3.5 acres of unutilized and vacant land located at 5250 West 137th, Brook Park in 2011;

WHEREAS, Cuyahoga Machine Company, LLC. is a 50 year old family owned and operated full service metal fabricating and machine facility servicing the steel processing, mining, light/heavy construction & waste removal industries;

WHEREAS, Cuyahoga Machine & Bogdan Real Estate are inter related companies with common ownership;

WHEREAS, Cuyahoga Machine & Bogdan have invested over \$1,250,000 Million Dollars constructing a 25,000 square foot state of the art industrial machine, equipment & repair facility at 5250 West 137th Street, Brook Park, Ohio;

WHEREAS, Cuyahoga Machine has invested over \$500,000 in industrial equipment, lathes, CNCs and mills in its new facility at 5250 West 137th Street, Brook Park, Ohio;

WHEREAS, Cuyahoga Machine relocated its entire business to the city of Brook Park from the city of Cleveland in 2012;

WHEREAS, Cuyahoga Machine employs fourteen (14) full time employees and has maintained an average payroll of \$750,000 over the past few years;

WHEREAS, in order to maintain its current payroll, remain competitive, create jobs, construct new facilities and expand its business services portfolio within the city, Cuyahoga Machine seeks an economic development grant to purchase a new equipment, specifically, a Sharp Model 2280NC lathe;

WHEREAS, Cuyahoga Machine anticipates employing between 12-15 persons with living wages at an estimated payroll of at least \$750,000 per annum and believes the new equipment will allow it add up to two additional full time employees;

WHEREAS, Cuyahoga Machine plans to expend \$200,000 to expand its buildings and facilities in 2016;

WHEREAS, Cuyahoga Machine is located within the City's Enterprise and Target Improvement Zone;

WHEREAS, the City of Brook Park encourages the development of business within the City's Enterprise and Target Improvement Zones; and

WHEREAS, Cuyahoga Machine is desirous of expanding its facilities and acquiring equipment which will maintain current employment and create up to two (2) new employment opportunities within the City of Brook Park, provided that appropriate business expansion, retention and development incentives are available from the City; and

WHEREAS, Financial assistance from the City of Brook Park is necessary to secure the investment of Cuyahoga Machine and Bogdan in Cuyahoga's project;

WHEREAS, the City of Brook Park, having the appropriate authority for the stated type of project, is desirous of providing Cuyahoga Machine Company, LLC job retention and job/business expansion incentives to promote economic activity within the City consistent with the purposes of Section 13 of Article VIII of the Ohio Constitution to create or preserve jobs and employment opportunities, to eradicate and mitigate blight within the City, and to improve the economic welfare of the people of the State; and

WHEREAS, the Mayor of the City of Brook Park has investigated the request of Cuyahoga Machine Company LLC for job creation, retention and economic development grant assistance and recommends the same to the City Council on the basis that Cuyahoga Machine Company LLC is qualified by financial responsibility and business experience to create and preserve employment opportunities and improve the economic climate of the City of Brook Park; and

WHEREAS, the Brook Park City Council Ord. No. _____ authorizes the Mayor to enter into a Job Creation, Retention & Economic Development Grant Agreement with Cuyahoga Machine;

NOW THEREFORE, in consideration of the foregoing, and in reliance upon the mutual covenants, promises and agreements contained herein, the City of Brook Park, Ohio (herein "Grantor") and Cuyahoga Machine Company LLC and Bogdan Real Estate LLC., jointly, severally and collectively (herein "Grantees"), enter into this agreement and cognovit promissory note:

SECTION 1: The Grantor shall provide a job retention, creation and economic development assistance grant to Grantees in the amount of \$50,000.00 (US) to be applied exclusively to the purchase of (1) Sharp Model 2280NC tool room lathe for installation and operation at 5250 West 137th Street Brook Park in an amount of \$50,000.00;

SECTION 2: Grantees agree to utilize best efforts to commence and expend \$200,000 to expand its buildings and facilities on or before January 1, 2017

SECTION 3: Grantees agree to maintain its base payroll in the City of Brook Park at 2016 levels (\$750,000.00 per annum) throughout the useful life of the machine and to use best efforts to expand its payroll by two (2) employees in 2017.

SECTION 5: Grantees agree that the grant money shall be exclusively applied to the costs, expenses and fees arising from and/or incurred by Grantees in furtherance of the purchase of the aforesaid machine and equipment upon the delivery and installation of the equipment at 5250 West 137th Street, Brook Park.

SECTION 7: Grantees agree that the machine and equipment to be acquired shall be operated solely at 5250 West 137th, Brook Park and shall not be sold, dismantled or otherwise removed during the useful life (fifteen (15) years) of the aforesaid machine and equipment.

SECTION 8: Grantees agree that Grantor shall maintain an equitable interest in the ownership of the machine and equipment to be acquired by Grantee which interest shall expire upon the expiration of the covenants set forth in Section 3 herein;

SECTION 9: Any breach of the aforesaid minimum payroll guaranty by Grantees shall entitle Grantor to a pro rata recovery of the grant over the useful life (15 years) of the equipment for which this grant is authorized.

SECTION 10: This Agreement is the complete agreement of the parties concerning the subject matter hereof and supersedes any prior such agreements with respect to further disclosures on such subject matter; may not be amended or in any manner modified except in a writing signed by Grantor and Grantee, and shall be governed and construed in accordance with the laws of the State of Ohio. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein;

SECTION 11: This Agreement shall be binding on the parties hereto and their agents, servants, representatives, assigns, heirs, employees, officers, directors and successors. This Agreement can not be assigned, delegated, pledged or transferred with the prior written agreement of the Grantor.

SECTION 12: A waiver, whether specific or general, of any of the terms and conditions of this Agreement by Grantor shall not constitute a waiver of any other term or condition hereof. Grantor reserves the right to reinstate any such waiver with notice to Grantee.

SECTION 13: Any person executing this Agreement on behalf of the Grantor or Grantees agrees and covenants that he/she has obtained the requisite approval to bind such entity, and that such entity is bound by the execution of this Agreement by the person(s) executing the Agreement.

THE UNDERSIGNED GRANTEEES HEREBY AUTHORIZE ANY ATTORNEY-AT - LAW TO APPEAR IN CONNECTION WITH ANY ACTION ON THIS NOTE AT ANY TIME AFTER THIS NOTE SHALL BECOME DUE (WHETHER AT MATURITY OR BY ACCELERATION), IN ANY COURT OF RECORD SITUATED IN THE COUNTY OF CUYAHOGA, OHIO OR SUCH OTHER COUNTY AUTHORIZED BY OHIO REVISED CODE SECTION 2323.13, WAIVE THE ISSUANCE AND SERVICE OF PROCESS, AND CONFESS JUDGEMENT IN FAVOR OF THE GRANTOR AGAINST THE GRNATEES, JOINTLY AND SEVERALLY, FOR THE AMOUNT THEN DUE HEREON, WITH INTEREST AT THE CURRENT PRIME RATE, PLUS COSTS OF SUIT, AND TO WAIVE AND RELEASE ALL ERRORS IN SAID PROCEEDINGS AND THE RIGHT OF APPEAL FROM THE JUDGEMENT RENDERED AND STAY OF EXECUTION.

The foregoing warrant of attorney shall survive any judgment, and should any judgment be vacated for any reason, the parents may nevertheless utilize the foregoing warrant of attorney in thereafter obtaining an additional judgment or judgments against the undersigned.

Demand and presentment for payment are hereby knowingly, voluntarily, intelligently and expressly waived by the Grantees.

WARNING: BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGEMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE.

Executed at Brook Park, Ohio this ____ day of _____,
2016.

Grantor:
CITY OF BROOK PARK, OHIO

Date:

BY: Thomas J. Coyne, Mayor

Grantee(s) :
Cuyahoga Machine Company

Date:

BY: Michael Kazimour, Pres.

Bogdan Real Estate LLC.

Date:

BY: Richard Bogdan, Member

Cuyahoga Machine Company Amortization Schedule

| Year | Amount |
|------|-------------|
| 1 | \$50,000.00 |
| 2 | \$46,666.67 |
| 3 | \$43,333.34 |
| 4 | \$40,000.00 |
| 5 | \$37,333.00 |
| 6 | \$33,333.35 |
| 7 | \$30,000.02 |
| 8 | \$26,666.69 |
| 9 | \$23,333.36 |
| 10 | \$20,000.03 |
| 11 | \$16,666.70 |
| 12 | \$13,333.37 |
| 13 | \$10,000.04 |
| 14 | \$6,666.71 |
| 15 | \$3,333.38 |

12/16/14 Safety
~~1/6/15~~
~~1/27/15~~
~~2/4/15~~
~~2/24/15 removed~~
2/24/15

CITY OF BROOK PARK, OHIO

Caucus 2/23/16
3rd R 3/1/16

ORDINANCE NO: 9953-2015

INTRODUCED BY: MAYOR COYNE

AN ORDINANCE
AUTHORIZING THE MAYOR TO
ENTER INTO AN AGREEMENT WITH THE
CITY OF MIDDLEBURG HEIGHTS TO SHARE
THE USE OF A 2002 SUTPHEN AERIAL PLATFORM LADDER TRUCK,
AND DECLARING AN EMERGENCY

WHEREAS, the Administration and Council wish to enter into an agreement with the City of Middleburg Heights to share the use of a 2002 Sutphen Aerial Platform Ladder Truck.

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into an Agreement with the City of Middleburg Heights, Ohio for sharing the use of a 2002 Sutphen Aerial Platform Ladder Truck, which is attached hereto as Exhibit "A."

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and for the further reason to authorize the Mayor to enter into an Agreement with the City of Middleburg Heights, Ohio; therefore this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS

DATE



DIRECTOR OF LAW

1001.7 4 5

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into on the date shown on the signature page herein below, by and between the **CITY OF BROOK PARK** (hereinafter referred to as “Brook Park”) and the **CITY OF MIDDLEBURG HEIGHTS** (hereinafter referred to as “Middleburg Heights”);

WHEREAS, Brook Park and Middleburg Heights have entered into an agreement to cooperatively share the use of a 2002 Sutphen Aerial Platform ladder truck (hereinafter referred to as “Ladder Truck”) owned by the City of Brook Park.

WHEREAS, the Brook Park and Middleburg Heights are desirous of memorializing in writing their negotiated agreement concerning this proposed activity, pursuant to various, several and certain terms and conditions negotiated to agreement by and between themselves, and herein-after set forth in this instrument:

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set out in this Agreement, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Brook Park and Middleburg Heights do hereby mutually covenant and agree that:

1. Brook Park shall permit the Ladder Truck to be housed at Middleburg Heights for deployment and use by the Fire Department of either Brook Park and/or Middleburg Heights for daily, emergency, mutual aid and automatic aid purposes. Brook Park shall allow Middleburg Heights to use said Ladder Truck at no cost to Middleburg Heights.

2. Brook Park shall provide on-duty training for said Ladder Truck to Middleburg Heights at a mutually agreeable time prior to Middleburg Heights using the Ladder Truck.
3. Middleburg Heights shall be responsible for the maintenance of the Ladder Truck for the duration of this Agreement. Maintenance shall include customary annual inspections, including but not limited to, preventative maintenance, pump testing, safety inspection in accordance with NFPA 1911 and manufacturer based service. Middleburg Heights shall be responsible for the cost of maintaining said Ladder Truck, including the annual inspection.
4. Any repairs made to the Ladder Truck as a result of ordinary and normal use shall be the responsibility of Middleburg Heights. Any repairs made to the Ladder Truck as a result of unforeseen prior damage, age or construction shall be the responsibility of Brook Park. Prior to any repairs being made, both parties shall consult with each other and agree to said repairs.
5. For the duration of this Agreement, Brook Park shall maintain adequate insurance on the Ladder Truck and said insurance will name Middleburg Heights as an additional insured on its policy. The insurance will include automobile liability coverage of \$1,000,000.00 combined single limit with an umbrella policy in an amount of not less than \$5,000,000.00 over the primary coverage. Brook Park will also maintain comprehensive and collision coverage on the vehicle using the standard deductibles that are in

place for the balance of the Brook Park fleet. The parties agree that each year Middleburg Heights shall reimburse Brook Park one-half, of the amount paid by Brook Park, to maintain said insurance. In the event that a deductible payment is required to be paid then the party who was using the Ladder Truck at the time of the accident and/or incident in question shall be responsible for paying said deductible.

6. Upon approval by the parties, this Memorandum Of Understanding shall become effective and remain in force for one year thereafter. Either party may terminate this Memorandum Of Understanding by giving the other party written notice at least thirty (30) days prior to its expiration date. In the event that neither party exercises the right to terminate this Memorandum Of Understanding then it shall automatically renew for one more year.
7. Upon non-renewal of this Memorandum Of Understanding, it is acknowledged that current mutual aid agreements will remain in effect and Brook Park will continue to offer deployment of said Ladder Truck into Middleburg Heights for a period of ten (10) years, until the Ladder Truck is removed from service or current mutual aid agreements are altered.
8. This Memorandum Of Understanding constitutes the entire agreement between the parties regarding the subject matter and all prior conversations and writing are merged herein and it shall not be modified unless in writing and duly executed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this ____ day of _____, 2015.

CITY OF BROOK PARK:

CITY OF MIDDLEBURG
HEIGHTS

By: THOMAS J. COYNE, JR.
Title: Mayor

By: GARY W. STARR
Title: Mayor