

**REGULAR COUNCIL MEETING  
OF THE COUNCIL OF THE CITY OF BROOK PARK, OHIO  
TO BE HELD ON TUESDAY, MARCH 15, 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 MARCH 1, 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 OF BOARDS AND COMMISSIONS:**

**G. INTRODUCTION OF RESOLUTIONS OF COMMENDATION:**

**H. REPORTS AND COMMUNICATIONS FROM THE MAYOR:**

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

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

Other Communications:

1. CORRESPONDENCE RECEIVED FROM RESIDENT

**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 ORDINANCES AND RESOLUTIONS: (FIRST READING):**

1. ORDINANCE NO. 10004-2016, AUTHORIZING THE CITY OF BROOK PARK'S PARTICIPATION IN THE STATE OF OHIO PURCHASING PROGRAM, FOR THE PURCHASE OF COPIERS AND PRINTERS, AND DECLARING AN EMERGENCY  
Introduced by Mayor Coyne
2. ORDINANCE NO. 10005-2016, AUTHORIZING THE CITY OF BROOK PARK TO PROVIDE A GRANT TO LUNI, LTD. AND THE R.L. WURZ COMPANY FOR THE DEMOLITION OF OBSOLETE STRUCTURES LOCATED AT 16110 BROOKPARK ROAD  
Introduced by Mayor Coyne
3. ORDINANCE NO. 10006-2016, AUTHORIZING THE MAYOR TO HIRE AN INSPECTOR FOR THE 2016 SIDEWALK REPAIR PROGRAM AND DECLARING AN EMERGENCY  
Introduced by Mayor Coyne

**N. SECOND READING OF ORDINANCES AND RESOLUTIONS:**

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 Salvatore, D'Amico, Higgins, Burgio, Mencini, McCormick and Scott

**N. SECOND READING OF ORDINANCES AND RESOLUTIONS: cont.**

2. ORDINANCE NO. 10002-2016, 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 Introduced by Mayor Coyne
3. ORDINANCE NO. 10003-2016, AMENDING SECTION 143.026 OF THE CODIFIED ORDINANCES OF THE CITY OF BROOK PARK REGARDING THE STAFFING OF FIRE SAFETY PERSONNEL WITHIN THE CITY AND DECLARING AN EMERGENCY Introduced by Mayor Coyne

**O. THIRD READING OF ORDINANCES AND RESOLUTIONS:**

1. 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 137<sup>TH</sup> STREET Introduced by Mayor Coyne
2. ORDINANCE NO. 10000-2016, 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 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 15, 2016**

**FIRST READING:**

Ord. No. 10004-2016 AN ORDINANCE AUTHORIZING THE CITY OF BROOK PARK'S PARTICIPATION IN THE STATE OF OHIO PURCHASING PROGRAM, FOR THE PURCHASE OF COPIERS AND PRINTERS, AND DECLARING AN EMERGENCY.

SYNOPSIS: An ordinance authorizing the Mayor to enter into a contract with the Ohio Department of Administrative Services for the purchase/lease of copiers and printers.

Ord. No. 10005-2016 AN ORDINANCE AUTHORIZING THE CITY OF BROOK PARK TO PROVIDE A GRANT TO LUNI, LTD. AND THE R.L. WURZ COMPANY FOR THE DEMOLITION OF OBSOLETE STRUCTURES LOCATED AT 16110 BROOKPARK ROAD.

SYNOPSIS: An ordinance authorizing the City to provide a grant to Luni, Ltd., and the R.L. Wurz Company to be applied exclusively to the immediate demolition of the Quonset hut buildings and improvements on the property in an amount of \$25,000.

Ord. No. 10006-2016 AN ORDINANCE AUTHORIZING THE MAYOR TO HIRE AN INSPECTOR FOR THE 2016 SIDEWALK REPAIR PROGRAM AND DECLARING AN EMERGENCY.

SYNOPSIS: An ordinance authorizing the Mayor to hire an inspector for the 2016 Sidewalk Repair Program.

**SECOND 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.

Ord. No. 10003-2016 AN ORDINANCE AMENDING SECTION 143.026 OF THE CODIFIED ORDINANCES OF THE CITY OF BROOK PARK REGARDING THE STAFFING OF FIRE SAFETY PERSONNEL WITHIN THE CITY AND DECLARING AN EMERGENCY.

SYNOPSIS: An ordinance amending Section 143.026 of our codified ordinances to allow staffing by sufficient full and part time firefighters at 17401 Holland Road, (Station No. 1) and 22530 Ruple Road (Station No. 2) to protect the property of all persons and businesses present within the City at all times.

**THIRD 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 137<sup>TH</sup> 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.

**PREPARED BY THE BROOK PARK LEGAL DEPARTMENT  
March 9, 2016**

P/C \_\_\_\_\_  
CA 3/8/16 \_\_\_\_\_  
1st R 3/15/16 \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
O/C \_\_\_\_\_

CITY OF BROOK PARK, OHIO

ORDINANCE NO: ~~10004-2016~~

INTRODUCED BY: MAYOR COYNE

AN ORDINANCE  
AUTHORIZING THE CITY OF BROOK PARK'S PARTICIPATION  
IN THE STATE OF OHIO PURCHASING PROGRAM,  
FOR THE PURCHASE OF COPIERS AND PRINTERS,  
AND DECLARING AN EMERGENCY

WHEREAS, Section 125.04(B) of the Ohio Revised Code provides the opportunity for political subdivisions in the State of Ohio to participate in contracts of the Ohio Department of Administrative Services for the purchase of supplies and services.

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

SECTION 1: The Mayor hereby requests authority, in the name of the City of Brook Park to participate in the Ohio Department of Administrative Services contract for the purchase of copiers and printers, pursuant to the Ohio Revised Code Section 125.04(B). Specifically the City of Brook Park requests authority to purchase copiers and printers for use within the City of Brook Park

SECTION 2: The Mayor of the City of Brook Park is hereby authorized to be bound by all terms and conditions as the Department of Administrative Services prescribes.

SECTION 3: The Mayor of the City of Brook Park is authorized to directly pay vendors, under each such contract of the Ohio Department of Administrative Services in which the City of Brook Park participates, for items it receives pursuant to the contract.

SECTION 4: The money needed for the aforesaid transaction shall be paid from general fund 100 and city income tax fund 210; theretofore appropriated or to be appropriated for said purpose; the total amount of the lease purchase of said copiers and printers is \$72,164.52 plus maintenance agreement, attached hereto as Exhibit "A."

**SECTION 5:** 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 6:** 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 allow the City to participate in the Ohio Department of Administrative Services in purchasing said copiers and printers; 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

\_\_\_\_\_  
DATE

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

  
\_\_\_\_\_  
DIRECTOR OF LAW

No monthly minimums and no base charge on copier maintenance agreement. Agreed.

.018	Make	Model	Cost of New Printer	Cost per Color Copy year 1&2	Cost per Color Copy year 3	Cost per Color Copy year 4	Cost per Color Copy year 5	Cost per B&W Copy Year 1&2	Cost per B&W Copy Year 3	Cost per B&W Copy Year 4	Cost per B&W copy Year 5
P1 - 3&W	Ricoh	SP3600DN	\$7.37 (3yr) \$4.65 (5yr)					.018	.018	.018	.018
P2 - color	Ricoh	SPC320DN	\$16.07 (3yr) \$10.15 (5yr)	.076	.076	.076	.076	.018	.018	.018	.018
P3 - 3&W	Ricoh	SP3600DN	\$7.37 (3yr) \$4.65 (5yr)					.018	.018	.018	.018
P4 - color	Ricoh	SPC320DN	\$16.07 (3yr) \$10.15 (5yr)	.076	.076	.076	.076	.018	.018	.018	.018
P5 - 3&W	Ricoh	*MP2554SP	\$59.23 (3yr) \$37.38 (5yr)					.005	.005	.005	.005
P6 - 3&W	Ricoh	SP3600DN	\$7.37 (3yr) \$4.65 (5yr)					.018	.018	.018	.018
P7 - 3&W	Ricoh	SP3600DN	\$7.37 (3yr) \$4.65 (5yr)					.018	.018	.018	.018
P8 - color	Ricoh	SPC320DN	\$16.07 (3yr) \$10.15 (5yr)	.076	.076	.076	.076	.018	.018	.018	.018
r - color	Ricoh	SPC320DN	\$16.07 (3yr) \$10.15 (5yr)	.076	.076	.076	.076	.018	.018	.018	.018

\*Due to volume, ACE has recommended a MFP vs a printer (we ran the numbers and the cost for the MFP is less dollars monthly because of the high volume and lower CPC)

**BE SURE TO INCLUDE ITEMS #1 through #3 BELOW:**

1. Indicate if the printers are owned by us at the end of the contract.  
All printers and MFPS will be owned by the City of Brook Park at the end of term either 3 years or 5 years. The current lease rate for municipalities on a \$1.00 out lease is almost exactly the same for a Fair Market Value lease. Because of this, if the City of Brook Park leases for three years it WILL NOT have a lease in year four or five. The units proposed by ACE will easily last longer than the lease term.
2. Method of ordering toner. Whether it is tracked online via the vendor and automatically shipped, or ordered by the client.  
ACE can provide the City of Brook Park either method of ordering supplies at no additional charge. Further discussion needs to take place pertaining to the desired method of ordering supplies by the city.
3. Method of obtaining copy counts.  
Copy counts will be sent automatically to ACE Business Solutions through FM Audit (see enclosed brochure).

**REFERENCES**

**Submitted by: ACE Business Solutions**

List at least three references. Each reference should be a current client. Your references should be with contracts containing twenty or more copiers along with 5 or more printers and include maintenance contracts.

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Item #	Make	Model	Cost per Color Copy year 1&2	Cost per Color Copy year 3	Cost per Color Copy year 4	Cost per Color Copy year 5	Cost per B&W Copy Year 1&2	Cost per B&W Copy Year 3	Cost per B&W Copy Year 4	Cost per B&W copy Year 5
C1	Ricoh	MP2554SPF					.004	.004	.004	.004
C2	Ricoh	MPC4503SPF	.0385	.0385	.0385	.0385	.004	.004	.004	.004
C3	Ricoh	MPC4503SPF	.0385	.0385	.0385	.0385	.004	.004	.004	.004
C4	Ricoh	MP2554SPF					.004	.004	.004	.004
C5	Ricoh	MP2554SPF					.004	.004	.004	.004
C6	Ricoh	MPC306SPF	.076	.076	.076	.076	.0076	.0076	.0076	.0076
C7	Ricoh	MPC4503SPF	.0385	.0385	.0385	.0385	.004	.004	.004	.004
C8	Ricoh	MPC3003SPF	.0385	.0385	.0385	.0385	.004	.004	.004	.004
C9	Ricoh	SP3600SPF					.018	.018	.018	.018
C10	Ricoh	SP3600SPF					.018	.018	.018	.018
C11	Ricoh	SP3600SPF					.018	.018	.018	.018
C12	Ricoh	SP3600SPF					.018	.018	.018	.018
C13	Ricoh	MPC4503SPF	.0385	.0385	.0385	.0385	.004	.004	.004	.004
C14	Ricoh	MPC306SPF	.076	.076	.076	.076	.0076	.0076	.0076	.0076
C15	Ricoh	MPC306SPF	.076	.076	.076	.076	.0076	.0076	.0076	.0076
C16	Ricoh	MPC306SPF	.076	.076	.076	.076	.0076	.0076	.0076	.0076
C17	Ricoh	MPC306SPF	.076	.076	.076	.076	.0076	.0076	.0076	.0076
C18	Ricoh	MPC3003SPF	.0385	.0385	.0385	.0385	.004	.004	.004	.004
C19	Ricoh	SP3600SPF					.018	.018	.018	.018
C20	Ricoh	SP3600SPF					.018	.018	.018	.018
C21	Ricoh	MPC306SPF	.076	.076	.076	.076	.0076	.0076	.0076	.0076
C22	Ricoh	MP4054SPF					.004	.004	.004	.004
C23	Ricoh	MPC306SPF	.076	.076	.076	.076	.0076	.0076	.0076	.0076
C24	Ricoh	MPC306SPF	.076	.076	.076	.076	.0076	.0076	.0076	.0076

**BE SURE TO INCLUDE ITEMS #1 & #2 BELOW:**

1. Method of ordering toner. Whether it is tracked online via the vendor and automatically shipped, or ordered by the client.

ACE can provide the City of Brook Park either method of ordering supplies at no additional charge. Further discussion needs to take place pertaining to the desired method of ordering supplies by the city.

2. Method of obtaining copy counts.

Copy counts will be sent automatically to ACE Business Solutions through FM Audit (see enclosed brochure).

**MAINTENANCE AGREEMENT FOR PRINTERS providing new Printers**

**Submitted by: ACE Business Solutions**

Contract to include at no extra charge: Toner, parts, labor, travel time, developer & drum, no charge loaner guarantee if not repaired in 48 hours, no charge replacement guarantee, and 4 business hour response time to service calls. Agreed and bid as such.

Length of maintenance contract to run concurrent with length of lease. Prices quoted should lock in for 2 years and cannot exceed a cap of 2% in year 3, and 3% each year thereafter. Agreed and bid as such.

D.16

Please see the provided Executive Summary. ACE Business Solutions is a Cleveland based company doing business for over 35 years. Are corporate office is not located in another state...we are from Cleveland and we are proud of it!.

ACE always goes above and beyond for all of our imaging partners. Please check with the references provided above and ask, "Does ACE go above and beyond providing standard services?"

All lease proposed are Municipality Leases that include a non-appropriation of funds clause. All lease numbers quoted are \$1.00 buyout leases. This allows the City of Brook Park to extend the life of units proposed. Maybe the next time the city issues an RFQ, they will not have to request pricing for 24 units. Often cities with \$1.00 leases move a higher speed unit to a lower volume area after the lease term ends. Today's unit's will last longer than five years (especially with the volume). \$1.00 buyout leases provide flexibility!!!

We have done our best to offer the City of Brook Park feature full units that are not only reliable, but are technology advanced. If there are any questions, please do not hesitate to contact either Kelly Clause or Dave Harley at 216-642-9555.

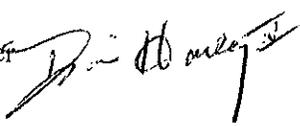
We do what we say we are going to do and we do it consistently!!! Thanks for this opportunity.

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**Submitted by:**

Kelly Clause- Major Account/Government Account Manager

David Harley- General Manager  
ACE Business Solutions



6599 Granger Rd.  
Independence, Oh 44212

216-642-9555 #245

Kelly Clause/David Harley

Date: February 22, 2016

**\*3 Year Lease w/2 Year Option:**

\* Total for 3 years: \$2,004.57 w/Printers  
\$1,851.57 w/o Printers



\* Total for 3 + 2 yr opt.: **No Lease Charge  
After 3 Years.**

**\*5 Year Lease:**

\*Total for 5 years: \$1,385.50 w/Printers  
\$1,288.92 w/o Printers

3/1/16 Safety  
3/8/16  
1st R 3/15/16  
2nd R  
3rd R

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 10005-2016

INTRODUCED BY: MAYOR COYNE

AN ORDINANCE AUTHORIZING  
THE CITY OF BROOK PARK TO PROVIDE A GRANT TO LUNI, LTD. AND THE  
R.L. WURZ COMPANY FOR THE DEMOLITION OF OBSOLETE STRUCTURES  
LOCATED AT 16110 BROOKPARK ROAD.

WHEREAS, Luni, Ltd. owns Permanent Parcel Nos. 344-36-004,005,006 and 008 located at 16110 Brookpark Rd., Brook Park, Ohio (herein the "Property");

WHEREAS, Luni, Ltd. (herein "Luni") is wholly owned by Thomas Lavelle, President and majority shareholder of The R.L. Wurz Company (herein "Wurz");

WHEREAS, Luni and Wurz are interrelated companies;

WHEREAS, Luni and Wurz desire to demolish a Quonset hut structure located at 16110 Brookpark Rd. and construct a \$2.5M corporate office, warehouse and distribution facility at 16110 Brookpark Rd.;

WHEREAS, the Quonset building is economically unviable, obsolete, dilapidated, blighted and in substantial disrepair;

WHEREAS, the condition of the Quonset building creates a negative economic pressure and influence upon the surrounding community along the Brookpark Road Corridor Special District;

WHEREAS, Luni and Wurz desire to demolish the buildings, structures and improvements upon the Property to attract and justify new investment and improvements upon the Property;

WHEREAS, The Wurz desires to locate its corporate offices, warehouse and distribution facility at the Property upon the demolition of the existing obsolete and dilapidated structures and improvements upon the property;

WHEREAS, Luni and Wurz desire to enter into a contract to demolish the Quonset structures on the Property and to construct a new \$2.5M, 33,000 square foot of office, warehouse and

distribution facilities on the Property;

**WHEREAS**, Wurz anticipates employing between 14 and 20 persons with an estimated payroll of at least \$1.5 - 2M per annum on the Property;

**WHEREAS**, Wurz estimated annual sales are \$10,000,000;

**WHEREAS**, Construction cost of the new facility at the Property is estimated at \$2.5M;

**WHEREAS**, Demolition cost, including asbestos abatement, at the Property is estimated at \$25,000;

**WHEREAS**, Luni and Wurz desire to commence demolition of the structure on or about June 1, 2016 and commence construction of the new facilities project on or before July 1, 2016; and

**WHEREAS**, the City of Brook Park encourages the development of real property and the acquisition of personal property located within the City's Enterprise and Target Improvement Zones; and

**WHEREAS**, Luni and Wurz are desirous of undertaking a project which will create employment opportunities within the City of Brook Park, provided that the appropriate development incentives are available from the City to support the economic viability of the Project; and

**WHEREAS**, Financial assistance from the City of Brook Park is necessary to secure the investment of Luni and Wurz in the project;

**WHEREAS**, the City of Brook Park, having the appropriate authority for the stated type of project, is desirous of providing Luni and Wurz with incentives available for the development of the Property 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 Luni and Wurz for demolition grant assistance and recommends the same to the City Council on the basis that Luni and Wurz are 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 demolition grant to Luni & Wurz to be applied exclusively to the immediate demolition of the Quonset hut buildings and improvements on the

Property in an amount of \$25,000.00.

**SECTION 2:** The money needed for the aforesaid transaction shall be paid by the City from funds appropriated for brown field redevelopment and economic development to Luni & Wurz upon the completion of the demolition of all buildings and improvements currently situated upon the Property and said demolition funds shall be exclusively applied to the costs, expenses and fees arising from and/or incurred by Luni & Wurz in furtherance of the demolition.

**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 Sections 121.22 of the Ohio Revised Code.

**SECTION 4:** 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**

  
\_\_\_\_\_  
DIRECTOR OF LAW

\_\_\_\_\_  
DATE

P/C 3/1/16 Service  
CA 3/8/16  
1st R 3/15/16  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
P/C \_\_\_\_\_

CITY OF BROOK PARK, OHIO

ORDINANCE NO. 10006-2016

INTRODUCED BY: MAYOR COYNE

AN ORDINANCE  
AUTHORIZING THE MAYOR TO HIRE AN INSPECTOR  
FOR THE 2016 SIDEWALK REPAIR PROGRAM  
AND DECLARING AN EMERGENCY

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

SECTION 1: The Mayor be and is hereby authorized to hire  
an inspector for the 2016 Sidewalk Repair Program. The  
Inspector shall report to and be directed by the Consulting  
Engineer.

SECTION 2: The Inspector shall be paid between \$18.00 and  
\$23.00 per hour. Such payment to be made by the City upon  
receipt of statements from the Inspectors.

SECTION 3: The money needed to complete the aforesaid  
transaction shall be paid from the 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 the City, and  
for the further need to have an Inspector on site for the  
duration of the project; 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: \_\_\_\_\_

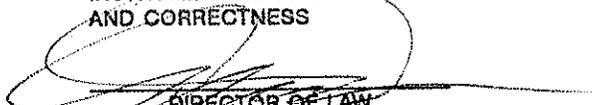
\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

APPROVED: \_\_\_\_\_  
MAYOR

\_\_\_\_\_  
DATE

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

  
\_\_\_\_\_  
DIRECTOR OF LAW

1/27/15 Legislative  
CA 2/9/16  
1st R 3/1/16  
2nd R 3/15/16  
3rd R  
WC  
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 or 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

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

  
\_\_\_\_\_  
DIRECTOR OF LAW

\_\_\_\_\_  
DATE

CITY OF BROOK PARK, OHIO

2/16/16 Service  
CA 2/23/16  
1st R 3/1/16  
2nd R 3/15/16  
3rd R  
P/C

ORDINANCE NO. 10002-2016

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.

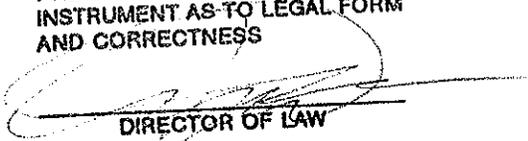
PASSED: \_\_\_\_\_ PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_ APPROVED: \_\_\_\_\_  
CLERK OF COUNCIL 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

O/C \_\_\_\_\_  
CA \_\_\_\_\_  
1st R 3/1/16  
2nd R 3/15/16  
3rd R \_\_\_\_\_  
O/C \_\_\_\_\_

CITY OF BROOK PARK, OHIO

ORDINANCE NO: ~~10003-2016~~

INTRODUCED BY: MAYOR COYNE

AN EMERGENCY ORDINANCE

AMENDING SECTION 143.026 OF THE CODIFIED ORDINANCES OF THE CITY OF BROOK PARK REGARDING THE STAFFING OF FIRE SAFETY PERSONNEL WITHIN THE CITY AND DECLARING AN EMERGENCY

WHEREAS, on February 3, 2015, the residents of the City voted in favor of Issue 2 to staff Fire Station 2 at 22530 Ruple Road;

WHEREAS, immediately following the February 3, 2015 election the Mayor staffed Fire Station 2 at 22530 Ruple Road;

WHEREAS, the Mayor intends to keep Fire Station 2 fully staffed;

WHEREAS, Issue 2 amended Ordinance 143.026 to require the minimum manning of firefighters on duty at the 17401 Holland and at 22530 Ruple Road fire stations;

WHEREAS, the Director of Law of the City of Brook Park identified a legal conflict between the provisions, duties and responsibilities set forth in Articles III and VIII of the Charter of the City of Brook Park, the Ohio Public Employee Collective Bargaining Act set forth in Chapter 4117 of the Ohio Revised and amended Ordinance Section 143.026;

WHEREAS, on March 2, 2015 of the Director of Law of the City of Brook Park filed a Declaratory Judgment action pursuant to Ohio Revised Code Chapter 2721 to declare, construe and resolve the conflicts between Articles III and VIII of the Charter of the City of Brook Park and Ordinance 143.026 and with the Ohio Public Employee Collective Bargain Act set forth in Chapter 4117 of the Revised Code;

WHEREAS, on February 3, 2016 the City filed a Notice of Appeal to the trial court's decision that the City lacked standing to seek a declaration of its rights under Chapter 2721 of the Ohio Revised Code;

WHEREAS, on February 23, 2016 a third party tax payer lawsuit (City of Brook Park ex rel. Michael Wohlgemuth v. Committee to Secure Our Safety et al., Common Pleas Case No. 16 CV 859397) was filed in the Cuyahoga County Court of Common Pleas seeking to declare amended Ordinance 143.026 invalid;

**WHEREAS**, the Mayor of the City of Brook Park desires to compromise, resolve, eliminate, settle and avoid all litigation and appeals relating to amended Ordinance 143.026,

**WHEREAS**, the Mayor desires to resolve all conflicts between Articles III and VIII of the City Charter, Chapter 4117 of the Revised Code and amended Ordinance 143.026;

**WHEREAS**, the Mayor desires to provide the Director of Public Safety and the Fire Chief of the City of Brook Park with sufficient and effective authority to properly manage and utilize the resources of the Fire Department; and,

**WHEREAS**, the Mayor wishes to eliminate the need for all further litigation by amending Ordinance 143.026 to clarify that the authority to manage the resources of, and assign personnel within, the Fire Department of the City resides with the Director of Public Safety and the Chief of the Fire Department;

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

Section 1.

Codified 143.026 MINIMUM MEMBERS ON DUTY.

The Director of Public Safety and the Chief of the Fire Department shall see that there is, in addition to the Fire Chief, Assistant Fire Chief and the Fire Prevention Personnel, a minimum of five firefighters on duty at 17401 Holland Road (Station No. 1) and two firefighters at the 22530 Ruple Road (Station No. 2) fire stations at all times;

is hereby amended to read:

Codified 143.026 MINIMUM MEMBERS ON DUTY.

The Director of Public Safety and the Chief of the Fire Department shall see that there is, in addition to the Fire Chief, Assistant Fire Chief and Fire Prevention Personnel, sufficient **full and part time** firefighters at 17401 Holland Road (Station No. 1) and 22530 Ruple Rd. (Station No. 2) as necessary to protect lives and property of all persons and businesses present within the City at all times.

**SECTION 2:** Ordinance 143.026 as passed February 3, 2015 and effective March 1, 2015, is hereby expressly repealed.

**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 it is necessary to amend Ordinance No. 143.026; 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

P/C 2/2/16 Finance  
CA 2/9/16 - amended  
1st R 2/16/16  
2nd R 3/1/16  
3rd R 3/15/16  
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  
137<sup>th</sup> STREET.

**WHEREAS**, Bogdan Real Estate LLC purchased 3.5 acres of unutilized and vacant land located at 5250 West 137<sup>th</sup>, 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 137<sup>th</sup> 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 137<sup>th</sup> 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 137<sup>th</sup> 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 137<sup>th</sup> 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 137<sup>th</sup>, 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: \_\_\_\_\_

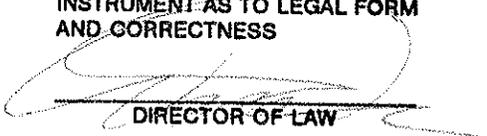
\_\_\_\_\_  
PRESIDENT OF COUNCIL

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 137<sup>th</sup>, 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 137<sup>th</sup> 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 137<sup>th</sup> 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 137<sup>th</sup> 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 137<sup>th</sup> Street, Brook Park.

**SECTION 7:** Grantees agree that the machine and equipment to be acquired shall be operated solely at 5250 West 137<sup>th</sup>, 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

P/C 2/2/16 Service  
CA 2/9/16  
#R2/16/16  
#R 3/1/16  
#R 3/15/16  
L

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.**

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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.

CONTRACTOR

Signal Service Company  
Company Name

By James P. Swel

Title President

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

CITY OF BROOKPARK

By \_\_\_\_\_

Title \_\_\_\_\_

1-15-14  
DATE

\_\_\_\_\_  
DATE