

**REGULAR CAUCUS MEETING  
OF THE COUNCIL OF THE CITY OF BROOK PARK, OHIO  
TO BE HELD ON TUESDAY, NOVEMBER 15, 2016  
6:00 P.M.**

**I. ROLL CALL OF MEMBERS**

**II. PLEDGE OF ALLEGIANCE**

**III. APPROVAL OF MINUTES OF PRECEDING MEETINGS:**

1. REGULAR CAUCUS MEETING HELD ON MAY 10, 2016.

**IV. DISCUSSION:**

1. COUNCIL OFFICE TECHNOLOGY - PER COUNCIL PRESIDENT ASTORINO
  
2. DEPARTMENT OF LIQUOR CONTROL – ALL AMERICAN BARS CORP. (**Note: Former Fox's Den**) 15200 BROOKPARK ROAD, BROOK PARK, OH 44135 C **TRFO 01224 Deadline Date 12/5/16** - PER COUNCIL PRESIDENT ASTORINO
  
3. 2017 HOME MAINTENANCE ASSISTANCE GRANT PROGRAM (HMAP) - PER COUNCIL PRESIDENT ASTORINO

**V. FINANCE COMMITTEE - CHAIRWOMAN, McCORMICK:**

1. AN ORDINANCE AMENDING CERTAIN SECTIONS OF THE ADMINISTRATIVE CODE TO PROVIDE ADJUSTMENTS IN COMPENSATION FOR EMPLOYEES OF THE CITY, OTHER THAN ELECTED OFFICIALS OR THOSE COVERED UNDER NEGOTIATED LABOR CONTRACTS AND DECLARING AN EMERGENCY. Introduced by Finance Committee **Placed in committee 11/1/15**

**V. FINANCE COMMITTEE - CHAIRWOMAN, McCORMICK: cont.**

2. AN ORDINANCE AUTHORIZING THE HUMAN RESOURCES COMMISSIONER TO PREPARE SPECIFICATIONS FOR AND TO ADVERTISE FOR PROPOSALS (RFP) FOR THE EXECUTION OF A COMPREHENSIVE JOB AND SALARY STUDY AND FURTHER AUTHORIZING THE MAYOR TO SEEK SUCH PROPOSALS AND DECLARING AN EMERGENCY. Introduced by Finance Committee **Placed in committee 11/1/16**

**VI. LEGISLATIVE COMMITTEE - CHAIRMAN, TROYER:**

1. AN ORDINANCE ENACTING SECTION 509.15 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'PROHIBITING NUISANCE PARTIES' AND DECLARING AN EMERGENCY. Introduced by Council President Astorino, Councilmembers Troyer, Powers, McCormick. **Placed in committee 9/20/16; Caucus 10/11/16, Caucus 10/25/16.**  
**In attendance per Council request:** Police Chief Foster
2. AN ORDINANCE ENACTING SECTION 529.022 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'UNAUTHORIZED CONSUMPTION BY UNDERAGE PERSON ON PRIVATE PROPERTY' AND DECLARING AN EMERGENCY. Introduced by Mayor Coyne. **Placed in committee 9/20/16; Caucus 10/11/16, Caucus 10/25/16.**  
**In attendance per Council request:** Police Chief Foster

**VII. PLANNING COMMITTEE - CHAIRMAN, TROYER:**

1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT TO ACCEPT THE DONATION AND TRANSFER OF LAND KNOWN AS PERMANENT PARCEL NO. 343-11-009 AND DECLARING AN EMERGENCY. Introduced by Mayor Coyne  
**Note: (Fanooses Tavern - 15275 Brookpark Road)**

**VIII. SERVICE COMMITTEE - CHAIRMAN, BURGIO:**

1. 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 2017 SIDEWALK REPAIR PROGRAM AND DECLARING AN EMERGENCY. Introduced by Mayor Coyne Placed **in committee 11/1/16**
2. AN ORDINANCE AUTHORIZING THE MAYOR TO HIRE INSPECTORS FOR THE 2017 SIDEWALK REPAIR PROGRAM AND DECLARING AN EMERGENCY. Introduced by Mayor Coyne Placed **in committee 11/1/16**

**IX. ADJOURNMENT:**

**Posted 11/10/16**

NOTICE TO LEGISLATIVE  
AUTHORITY

OHIO DIVISION OF LIQUOR CONTROL  
6606 TUSSING ROAD, P.O. BOX 4005  
REYNOLDSBURG, OHIO 43068-9005  
(614)644-2360 FAX(614)644-3166

TO

0122430		TRFO	ALL AMERICAN BARS CORP	
PERMIT NUMBER		TYPE	15200 BROOKPARK RD	
10	01	2016	BROOK PARK OHIO 44135	
ISSUE DATE				
11	01	2016		
FILING DATE				
D5	D6			
PERMIT CLASSES				
18	110	C	F17332	
TAX DISTRICT			RECEIPT NO.	

FROM 11/03/2016

6550241			15200 CORP	
PERMIT NUMBER		TYPE	15200 BROOKPARK RD	
10	01	2016	BROOK PARK OHIO 44135	
ISSUE DATE				
11	01	2016		
FILING DATE				
D5	D6			
PERMIT CLASSES				
18	110			
TAX DISTRICT			RECEIPT NO.	



MAILED 11/03/2016

RESPONSES MUST BE POSTMARKED NO LATER THAN. 12/05/2016

**IMPORTANT NOTICE**

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL  
WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

**C TRFO 0122430**

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT  
THE HEARING BE HELD  IN OUR COUNTY SEAT.  IN COLUMBUS.

WE DO NOT REQUEST A HEARING.

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature)

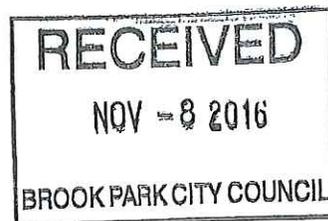
(Title)-  Clerk of County Commissioner

(Date)

Clerk of City Council

Township Fiscal Officer

CLERK OF BROOK PARK CITY COUNCIL  
6161 ENGLE ROAD  
BROOK PARK OHIO 44142



PERMIT NUMBER (CORPORATION) 0122430  
ALL AMERICAN BARS CORP  
15200 BROOKPARK RD  
BROOK PARK OHIO 44135

F.T.I. NUMBER 81-3536297  
STATUS (ACTIVE OR INACTIVE) ACTIVE  
SHARES OUTSTANDING 100.00  
ACTIVE DATE 11/01/16

INACTIVE DATE  
EXCEPTION CODE TEXT  
STOCK TRANSFER CODE TEXT AND DATE

	MARC ESTOCK	50.00	11/01/16	ACTIVE	PRESIDENT
	KATRINA MEADOWS	50.00	11/01/16	ACTIVE	SECRETARY

P/C 11/1/16 Finance  
CA 11/15/16  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_

CITY OF BROOK PARK, OHIO

ORDINANCE NO: \_\_\_\_\_

INTRODUCED BY: FINANCE COMMITTEE

AN ORDINANCE  
AMENDING CERTAIN SECTIONS OF THE ADMINISTRATIVE  
CODE TO PROVIDE ADJUSTMENTS IN COMPENSATION FOR  
EMPLOYEES OF THE CITY, OTHER THAN ELECTED OFFICIALS OR  
THOSE COVERED UNDER NEGOTIATED LABOR CONTRACTS  
AND DECLARING AN EMERGENCY

WHEREAS, it is the desire of the Council of the City of Brook Park to provide adjustment in compensation for employees of the City, other than elected officials, who are not specifically covered in negotiated labor contracts, and also to provide adjustment in rates covering employees; and

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

SECTION 1: The Salary Schedules for the years 2016 through 2018 are attached hereto and marked Exhibit "A," and made a part hereof as if fully rewritten herein and are hereby adopted. Those said Sections of the Codified Ordinances specifically enumerated in the attached "Salary Schedules" are hereby amended accordingly.

SECTION 2: : The compensation provided in "Salary Schedules for the years 2016 through 2018 shall remain in effect until duly changed.

SECTION 3: The "Salary Schedule 2016-2017" as enacted by Ordinance 10021-2016, passed May 13, 2016 is hereby specifically repealed.

SECTION 4: The money needed for the aforesaid transaction shall be paid from funds theretofore appropriated or to be appropriated for said purpose.

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 provide adjustments in compensation without undue delay; 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

SALARY SCHEDULE

<u>ORDINANCE</u>	<u>TITLE</u>	<u>2016 MINIMUM</u>	<u>2016 MAXIMUM</u>	<u>2017 MINIMUM</u>	<u>2017 MAXIMUM</u>
121.02 (b)	Clerk of Council	\$53,823.58	\$64,023.58	\$53,823.58	\$64,023.58
121.03 (b)	Assistant Clerk of Council	\$40,581.07	\$50,781.07	\$40,581.07	\$50,781.07
121.08 (b)	Part-Time Assistant Clerk of Council **	\$10.20	\$16.89	\$10.20	\$16.89
131.03 (b)	Executive Assistant to the Mayor	\$61,280.68	\$71,480.68	\$61,280.68	\$71,480.68
131.06 (b)	Temporary Clerical	\$10.20	\$16.89	\$10.20	\$16.89
131.07 (a)	C.O.E. Assistant Office Clerk	\$10.00	\$12.38	\$10.00	\$12.38
131.08 (c)	Commissioner of Administrative Services (H.R.)	\$69,575.03	\$79,775.03	\$69,575.03	\$79,775.03
131.09 (c)	Clerk of Mayor's Court	\$51,617.38	\$61,817.38	\$51,617.38	\$61,817.38
131.13 (c)	Commissioner of Economic Development	\$74,664.66	\$84,864.66	\$74,664.66	\$84,864.66
133.02 (c)	Assistant Law Director	\$39,148.76	\$49,348.76	\$39,148.76	\$49,348.76
133.03 (c)	Administrative Assistant to the Law Director	\$51,617.38	\$61,817.38	\$51,617.38	\$61,817.38
133.061 (c)	Part-Time Assistant Law Director - Class #2	\$12,240.00	\$31,089.85	\$12,240.00	\$31,089.85
133.07 (b)	Law Department Clerk **	\$10.20	\$16.89	\$10.20	\$16.89
133.062	Assistant Law Director - Class #3	\$58,266.45	\$68,466.45	\$58,266.45	\$68,466.45
137.02 (b)	Assistant Finance Director	\$75,036.30	\$84,864.00	\$75,036.30	\$84,864.00
139.01 (b)	Director of Public Safety	\$87,017.59	\$97,217.59	\$87,017.59	\$97,217.59
139.07 (c)	School Crossing Guards	\$7,675.26	\$9,594.57	\$7,675.26	\$9,594.57
140.03 (b)	Electrical Inspector	\$20,793.25	\$20,793.25	\$20,793.25	\$20,793.25
140.04 (b)	Plumbing Inspector	\$20,793.25	\$20,793.25	\$20,793.25	\$20,793.25
141.03 (a)	Police Chief	\$91,461.11	\$108,000.00	\$91,461.11	\$101,661.12
141.03 (a)	Police Captain	\$84,810.05	\$101,000.00	\$84,810.05	\$95,010.05
141.07 (c)	Auxiliary Police	\$13.00	\$19.14	\$13.00	\$19.14



143.03 (a)	Fire Chief	\$91,461.11	\$108,000.00	\$91,461.11	\$101,661.12
143.03 (a)	Assistant Fire Chief	\$84,810.05	\$101,000.00	\$84,810.05	\$95,010.05
145.01	Director of Public Service	\$87,017.59	\$97,217.59	\$87,017.59	\$97,217.59
145.15 (b)	Summer Grass Cutters	\$10.00	\$12.38	\$10.00	\$12.38
146.08 (c)	Part-Time Assistant of Public Property (PT Janitors) **	\$10.00	\$12.14	\$10.00	\$12.14
147.01 (g)	Commissioners of Parks and Playgrounds	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
147.02 (c)	Director of Recreation	\$79,215.63	\$89,415.63	\$79,215.63	\$89,415.63
147.08 (b)	Playground Supervisor	\$10.00	\$15.00	\$10.00	\$15.00
147.12 (b)	Pool Lifeguard	\$10.00	\$15.00	\$10.00	\$15.00
147.12 (b)	Lifeguard with Safety Instructor Card W.S.I.	\$10.00	\$15.00	\$10.00	\$15.00
147.13 (b)	Front Counter Attendant	\$10.00	\$15.00	\$10.00	\$15.00
147.14 (b)	Roving Supervisor	\$10.00	\$15.00	\$10.00	\$15.00
147.15 (b)	Arts and Crafts Instructor	\$10.00	\$15.00	\$10.00	\$15.00
147.16 (b)	Assistant Arts and Crafts Instructor	\$10.00	\$15.00	\$10.00	\$15.00
147.17 (b)	Athletic Program Instructor	\$10.00	\$15.00	\$10.00	\$15.00
147.18 (b)	Part-Time Parks and Playground Instructor	\$10.00	\$15.00	\$10.00	\$15.00
147.20 (c)	Part-Time Concession Stand Supervisor	\$10.00	\$15.00	\$10.00	\$15.00
147.21 (c)	Assistant Part-Time Concession Stand Manager	\$10.00	\$15.00	\$10.00	\$15.00
147.23 (c)	Recreation Building Attendant	\$10.00	\$15.00	\$10.00	\$15.00
147.28 (c)	Recreation Cleaning Supervisor	\$10.00	\$15.00	\$10.00	\$15.00
147.28 (c)	Recreation Cleaning	\$10.00	\$15.00	\$10.00	\$15.00
147.33 (d)	Commissioner of Leisure Time Activities	\$0.00	\$0.00	\$0.00	\$0.00
149.03	Civil Service Commission	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00

149.04 (c)	Permanent Part-Time Civil Service Secretary	\$15.30	\$21.22	\$15.30	\$21.22
149.06 (b)	Civil Service Legal Advisor **	\$17,650.26	\$17,650.26	\$17,650.26	\$17,650.26
1101.06	Planning Commission	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
	Board of Zoning Appeals	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
1725.01 (a)	Tax Review Board Member	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
1729.02 (b)	Director of Taxation	\$77,662.38	\$87,662.38	\$77,662.38	\$87,662.38
1729.06 (b)	Assistant Part-Time Tax Clerk	\$10.00	\$15.00	\$10.00	\$15.00
1729.05 (d)	Permanent Assistant Part-Time Tax Clerk	\$10.00	\$15.00	\$10.00	\$15.00
171.03	Magistrate	\$27,830.66	\$27,830.66	\$27,830.66	\$27,830.66
141.15	Full Time Jailer	\$32,248.32	\$42,448.32	\$32,248.32	\$42,448.32
141.16	Part-Time Jailer	\$15.00	\$21.22	\$15.00	\$21.22
140.02	Building Commissioner	\$79,215.64	\$89,415.64	\$79,215.64	\$89,415.64
171.04	Mediator	\$10,200.00	\$14,280.00	\$10,200.00	\$14,280.00
139.093	Part Time Clerks Safety Department	\$18.26	\$21.15	\$18.26	\$21.15

\* Boards & Commissions effective date of annual \$1,200 per year (\$100.00 per month) shall be May 2, 2016.

P/C 11/1/16 Finance  
CA 11/15/16  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_

CITY OF BROOK PARK, OHIO

ORDINANCE NO: \_\_\_\_\_

INTRODUCED BY. FINANCE COMMITTEE

AN ORDINANCE

AUTHORIZING THE HUMAN RESOURCES COMMISSIONER TO PREPARE SPECIFICATIONS FOR AND TO ADVERTISE FOR PROPOSALS ('RFP') FOR THE EXECUTION OF A COMPREHENSIVE JOB AND SALARY STUDY AND FURTHER AUTHORIZING THE MAYOR TO SEEK SUCH PROPOSALS, 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 Human Resources Commissioner is hereby authorized and directed to prepare specifications, and to advertise for a request for proposals (RFP) for the execution of a comprehensive job and salary study, which would include and analysis of the City of Brook Park's employment practices and conditions.

SECTION 2: The Mayor is hereby authorized to seek proposals for the execution of a comprehensive job and salary study, and shall be advertised within a reasonable period of time after the passage of this Ordinance, or no more than 30 days.

SECTION 3: If no proposals are received within 30 days of advertising the RFP, the Human Resources Commissioner is authorized and instructed to contact and request proposals from at least three (3) companies that offer the requested services.

SECTION 4: The money needed for the aforesaid transaction shall be paid from the general fund 100.

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 seek proposals for a comprehensive job and salary study; provided that 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 9/20/16 Legislative  
CA 10/11/16  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_  
Caucus 10/25/16  
Caucus 11/15/16

CITY OF BROOK PARK, OHIO

ORDINANCE NO: \_\_\_\_\_

INTRODUCED BY: COUNCIL PRESIDENT ASTORINO, COUNCIL MEMBERS TROYER, POWERS, McCORMICK

AN ORDINANCE  
ENACTING SECTION 509.15 OF THE  
BROOK PARK CODIFIED ORDINANCES,  
ENTITLED 'PROHIBITING NUISANCE PARTIES,'  
AND DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park has continued to receive complaints of excessive noise and other violations of the law from large parties and gatherings in the City; and

WHEREAS, the City of Brook Park would like to prohibit unruly, nuisance parties within the City limits in order to preserve the peace and tranquility of the City and neighborhoods;

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

SECTION 1: That Section 509.15 of the Brook Park Codified Ordinances, entitled 'Prohibiting Nuisance Parties' is hereby enacted to read as follows:

509.15

(a) Nuisance Party Defined. A social gathering or party which is conducted on premises within the City and which, by reason of the conduct of the persons in attendance, results in any one or more of the following conditions or events occurring at the site of the said party or social gathering, or on neighboring public private property:

1. Disorderly conduct.
2. Illegal open container.
3. Outdoor urination or defecation in a public place, or on the property of another.
4. Unlawful sale, furnishing, dispensing or consumption of beer or intoxicating liquor; sale or furnishing beer or intoxicating liquor to an underage person.
5. Possession or consumption of beer or intoxicating liquor by an underage person; illegal use of a controlled

6. Public indecency.
7. Unlawful deposit of litter or refuse.
8. Damage or destruction of property without consent of the property owner; unlawful pedestrian or vehicular traffic.
9. Standing or parking of vehicles that obstructs the free flow of traffic on the public streets and sidewalks or that impedes the ability to render emergency services; unlawfully loud noise.
10. Any other conduct or conditions that threatens injury, inconvenience, or alarm to persons or damage to property which is hereby declared to be an unlawful public nuisance.

(b) Duty to Control Premises. A person who is an owner, occupant, tenant, or otherwise has rightful possession or possessory control, individually or jointly with others, of any premises, who either sponsors, conducts, hosts, invites, or permits a social gathering or party on said premises which is or becomes a nuisance party, as defined in division (a), and which nuisance is either the intentional result of, or within the reasonable expectations of, the person or persons having such possessory control is deemed to be in violation of this section.

(c) Order to Cease and Disperse. A party or social gathering that is or becomes a nuisance party, as defined in subsection (a) hereof, shall cease upon the order of the Police Chief, or the Police Chief's designee; and all persons not residing therein at the site of such social gathering or party shall leave the premises immediately. Any person who fails or refuses to obey and abide by such an order shall be guilty of a violation of this Code.

(d) Retaliation. No person shall direct a verbal, physical or electronic act against the person, family or property of any individual who complains of or witnesses a violation of the nuisance party regulations for this purpose of intimidating or retaliating against that person for the exercise of the right to complain or testify to a violation of this Code.

(e) Penalty. Whoever violates this section is guilty of an unclassified offense, punishable by a fine of at least \$500.00 and not exceeding \$1,000.00 and up to (30) days in jail. For a second offense committed within twelve months after the commission of the first offense, the person shall be guilty of misdemeanor offense, punishable by a fine of at least \$750.00 and not exceeding \$1,000.00.

**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 509.15 of the Brook Park Codified Ordinances; 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

CITY OF BROOK PARK, OHIO

P/C 9/20/16 Legislative  
CA \_\_\_\_\_  
1st R \_\_\_\_\_  
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3rd R \_\_\_\_\_  
B/C \_\_\_\_\_  
Caucus 10/25/16  
Caucus 11/15/16

ORDINANCE NO: \_\_\_\_\_

INTRODUCED BY: MAYOR COYNE

AN ORDINANCE  
ENACTING SECTION 529.022  
OF THE BROOK PARK CODIFIED ORDINANCES  
ENTITLED 'UNAUTHORIZED CONSUMPTION BY UNDERAGE  
PERSON ON PRIVATE PROPERTY,'  
AND DECLARING AN EMERGENCY

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

SECTION 1: That Section 529.22 of the Brook Park Codified Ordinances, entitled 'Unauthorized Consumption by Underage Person on Private Property' is hereby enacted to read as follows:

**509.022**

(a) No person shall knowingly permit any person under the age of 21 who is not their child or ward to consume any beer or intoxicating liquor while such underage person is on real property which is under such person's control, whether by ownership, lease or otherwise, unless that underage person is accompanied by his or her parent or guardian who has consented to such consumption of alcohol.

(b) No person over 18 years of age who resides in this municipality shall negligently permit circumstances to exist at their place of residence (which includes buildings and land), which allows any person under the age of 21 who are not wards or children of such persons to consume beer or intoxicating liquor on such property. Actual consumption of beer or intoxicating liquor by an underage person while on the premises in an element of this offense. For the purpose of this division (b), a court may consider the following circumstances in determining whether a violation has occurred:

1. Whether the adult person or persons in control of the residence departed from the municipality and left the premises occupied by his or her child or ward, who is a minor, without adequate adult supervision, for a period of 24 hours or more.

2. Whether three or more underage persons, not members of the household, congregated on the premises during the absence of the adult person or persons in control of the premises and one or

more of the underage persons consumed beer or intoxicating liquor while on the premises.

3. Whether the adult person or persons in control of a residence notified the Police Department, prior to his or her departure from the municipality, and provided the Police Department with the intended dates and times of his or her departure and return, and the identification of any persons permitted to remain on the premises during his or her absence.

(c) Whoever violates division (a) of this section is guilty of a misdemeanor of the first degree. Whoever violates division (b) of this section is guilty of a minor misdemeanor on the first offense but shall be guilty of a misdemeanor of the fourth degree if a second offense occurs within two years from the date of the first conviction.

**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 509.022 of the Brook Park Codified Ordinances; 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: \_\_\_\_\_

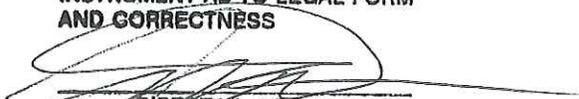
\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST: \_\_\_\_\_  
Clerk of Council

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

\_\_\_\_\_  
DATE

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

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

P/C 11/1/16 Planning  
CA 11/15/16  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_

CITY OF BROOK PARK, OHIO

ORDINANCE NO: \_\_\_\_\_

INTRODUCED BY: MAYOR COYNE

AN ORDINANCE  
AUTHORIZING THE MAYOR TO ENTER INTO AN  
AGREEMENT TO ACCEPT THE DONATION AND TRANSFER OF LAND KNOWN AS  
PERMANENT PARCEL NO. 343-11-009,  
AND DECLARING AN EMERGENCY

WHEREAS, Bayview Loan Servicing, LLC, owner of the property located at 15275 Brookpark Road, Brook Park, Ohio ("Fanous") known as Permanent Parcel No. 343-11-009 has offered to donate and transfer this property to the City of Brook Park; and

WHEREAS, the Fanous property is blighted, dilapidated, obsolete and in substantial disrepair; and

WHEREAS, the donation and/or transfer of this property located at 15275 Brookpark Road, Brook Park, Ohio known as Permanent Parcel No. 343-11-009 to the City of Brook Park, Ohio would be beneficial to the City of Brook Park for future economic development; and

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 accept the donation of PPN 343-11-009 and/or enter into an agreement for the donation / transfer of PPN 343-11-009, [a parcel of property ]which is further described and attached hereto and incorporated herein as if fully rewritten as Exhibit "A".

SECTION 2: The City of Brook Park shall pay \$1.00 for PPN 343-11-009.

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 to authorize the Mayor to enter an agreement for the donation, transfer and/or sale of property located at 15275 Brookpark Road, Brook Park, Ohio, aka PPN 343-11-009; 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.

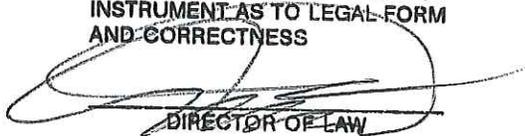
PASSED: \_\_\_\_\_

\_\_\_\_\_  
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

**EXHIBITS**

**Exhibit "A"**

**Legal Description of the Land**

Situated in the City of Brook Park, County of Cuyahoga, and State of Ohio: and known as being part of Original Middleburg Township Lot No. 1, Section No. 10, bounded and described as follows: Beginning on the Southerly line of Brookpark Road, as shown by the dedication plat of Brookpark Road Widening, recorded in Volume 120 of Maps, Page 5 of Cuyahoga County Records at the Northwesterly corner of a parcel of land conveyed to Joseph F. Prusha and Alvina A. Prusha, by deed dated August 28, 1946 and recorded in Volume 6249, Page 631 of Cuyahoga County Records; Thence Westerly along the Southerly line of Brookpark Road as widened, 120 feet to a Northeasterly corner of a parcel of land conveyed to The Meyer Dairy Products Company by deed dated October 11, 1949, and recorded in Volume 6854, Page 383 of Cuyahoga County Records; Thence Southerly along an Easterly line of said parcel of land conveyed to The Meyer Dairy Products Company, 130 feet to an inner corner of said parcel so conveyed to the Meyer Dairy Products Company: Thence Easterly along a Northerly line of said parcel so conveyed to The Meyer Dairy Products Company, 120 feet to the Southwesterly corner of the parcel conveyed to Joseph F. Prusha and Alvina A. Prusha, as aforesaid; Thence Northerly along the Westerly line of said parcel so conveyed to Joseph F. Prusha and Alvina A. Prusha, 130 feet to the place of beginning, be the same more or less, but subject to all legal highways.

PPN: 343-11-009

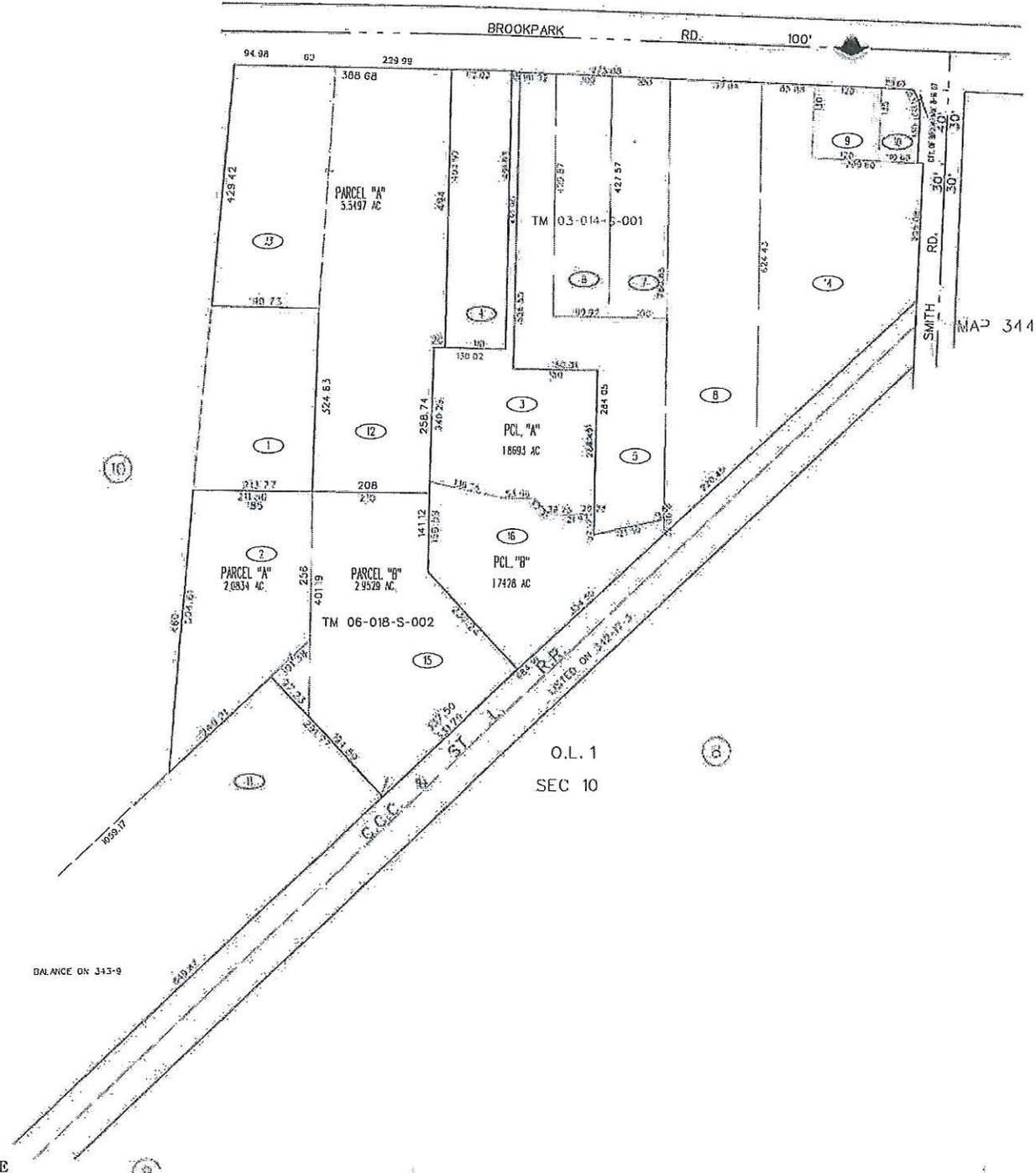
15275 Brookpark Road

Brook Park, Ohio 44142



CLEVELAND MAP 28

DRAWN: APRIL 1990  
REVISED: 07-11-11 AC



SCALE 1"=100'  
0 50 100 200

BROOKPARK MAP 343

## PURCHASE AGREEMENT

THIS AGREEMENT, executed as of the \_\_\_\_ day of October 2016 by and between the Bayview Loan Servicing, LLC, A Delaware Limited Liability Company having a principal place of business at 4425 Ponce De Leon Boulevard, 5<sup>th</sup> Floor, Coral Gables, Florida 33416 (herein, "Seller") and/or its permitted assignee, and the City of Brook Park, Ohio, 6161 Engle Road, Brook Park Ohio 44142 and/or its permitted assignee ("Buyer");

### W I T N E S S E T H:

**WHEREAS**, Seller owns fee simple interest in and to property herein described; and,

**WHEREAS**, Seller desires to sell and/or donate, and Purchaser desires to purchase and/or accept, the property herein described, on the terms and conditions set forth herein.

**NOW, THEREFORE**, for good and valuable consideration received to the full satisfaction of each of them, the parties agree as follows:

#### **1. AGREEMENT TO BUY AND SALE.**

Seller agrees to sell, donate and/or convey to Buyer, and Buyer agrees to accept, buy and/or take from Seller, under the terms and conditions set forth below, all of Seller's right, title, estate and interest in and to one parcel of land known as 15275 Brookpark Road, Brook Park Ohio, Cuyahoga County Permanent Parcel No. 343-11-009, as more fully described in Exhibit "A" attached hereto and made a part hereof, together with all appurtenant rights, easements, amenities and/or improvements therein and thereon (collectively, the "Property").

- i. EXCEPT AS PROVIDED TO THE CONTRARY HEREIN, BUYER AND SELLER AGREE THAT THE PROPERTY, IS BEING SOLD AND/OR DONATED "AS IS" WITHOUT ANY WARRANTIES AND/OR REPRESENTATIONS.**

#### **2. CONSIDERATION AND PAYMENT.**

The purchase price (the "Purchase Price") for the Property shall be the fair market value of the property as set forth by the Cuyahoga County Auditor on the date of closing. The Seller agrees that the Buyer shall remit ONE DOLLAR CASH (U.S.) (\$1.00) to the Seller on the Closing Date and the balance of the purchase price shall be donated to the Buyer by Seller.

#### **3. DUE DILIGENCE.**

Buyer, or its duly authorized representatives, shall have the right, during the period commencing as of the date of execution of this Agreement and terminating at 5 p.m. Eastern Standard Time on the date which is NINETY (90) days thereafter (the "Due Diligence Period") to enter onto the Property to perform such due diligence, at Buyer's sole cost and expense, which Buyer, in its sole discretion, deems necessary or appropriate; provided, however, Buyer shall not conduct environmental investigations at the Property, other than a Phase I assessment, without the prior written approval of Seller, which shall not be unreasonably withheld or delayed.

Upon TEN (10) days written notice to Seller, Buyer shall have the option to extend the Due Diligence Period an additional THIRTY (30) days.

Within seven (7) days after the date of this Agreement, Seller shall deliver to Buyer, if such exist and are in the possession or control of Seller, copies of existing surveys and title reports; certificate of occupancy; any contracts, agreements, guarantees, warranties and other documents or instruments affecting the Property that will

survive closing; and existing environmental reports including EPA assessments, if any (the "Due Diligence Items"). Seller shall cooperate with Buyer and shall permit Buyer and Buyer's agents, employees, contractors, clients and consultants, to enter the Property at all reasonable times upon reasonable prior notice for the purposes of performing Buyer's due diligence. In addition, at all times prior to the Closing Date, Buyer and Buyer's agents and employees may enter the Property at all reasonable times upon reasonable prior notice to Seller. Buyer may, at its sole cost and expense, update the existing survey or obtain an ALTA Survey of the Land (in either case, the "Survey"). If Buyer elects to obtain a Survey, it shall do so promptly, within thirty (30) days, following execution of this Agreement.

Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against any cost and expense incurred by Seller by reason of entry upon the Property by Buyer's agents, employees, contractors, clients and consultants.

Buyer, in its sole discretion, may terminate this transaction in accordance with Section 3 (Due Diligence).

#### **4. CONTINGENCIES.**

This transaction and sale is contingent upon the following items being satisfied by Buyer or Seller as the case may be within the Due Diligence Period, to wit:

- a. Satisfactory completion, receipt and acceptance of any environmental liabilities identified in Phase I and Phase II (as necessary) environmental reviews by Buyer; and,
- b. Seller's filing and recordation of any/all releases for any/all mortgages, liens or encumbrances surviving Sheriff's sale.

#### **5. APPOINTMENT OF ESCROW AGENT; TITLE REVIEW PERIOD**

All funds and documents necessary to complete this transaction shall be deposited in escrow with Law Director of the City of Brook Park, who shall serve as escrow agent (the "Escrow Agent"). This Agreement shall be used as escrow instructions to the Escrow Agent.

Promptly upon execution of this Agreement, Buyer may, at its sole expense, obtain from the title company a preliminary title report (together with instruments listed as exceptions thereto) showing the status of the title to the Property. Buyer shall have seven (7) days from the date Buyer receives the title report (together with instruments listed as exceptions thereto) and the Survey (the "Title Review Period") to determine if the condition of title to the Property is acceptable to Buyer. If an exception in title appears that is unacceptable to Buyer (a "title defect") Buyer shall notify Seller of any such title defect prior to the expiration of the Title Review Period, in which event Seller shall promptly employ its good faith efforts to procure a cure for same. In the event, however, Seller is unable through the exercise of its good faith efforts (which shall include the payment of money with respect to any existing mortgages, deeds of trust, liens or other matters that can be removed by the payment of money) to cure any objectionable matter prior to Closing, then at Buyer's option, Buyer may either (i) take title to the Property despite the existence of such matter, or (ii) terminate this Agreement, in which event the parties shall be relieved of any further liability except as provided otherwise in this Agreement, and Buyer shall incur the costs of the title examination, title commitment and escrow fees, if any. If Buyer fails to notify Seller in writing of any title defect and/or Buyer's election to terminate this Agreement prior to the expiration of the Title Review Period, then Buyer shall be deemed to have accepted the condition of title to the Property, and the transactions contemplated hereunder shall proceed to close, provided no change in title and Survey occurs between such date and the Closing Date.

Notwithstanding anything herein to the contrary, any existing deeds of trust, mortgages, mechanics' or materialmen's liens, judgment liens or similar monetary liens and encumbrances shall be automatically deemed

matters to which objection is made by Buyer, regardless of whether Buyer gives written notice of objection thereto to Seller, and Buyer under no circumstances shall be deemed to have waived any such matters, nor shall same be considered "Permitted Exceptions" as defined in Section 6 below, unless such waiver shall be an express waiver in writing executed by Buyer.

## **6. OWNER'S POLICY OF TITLE INSURANCE**

Seller shall convey to Buyer good and marketable title to the Property by Quitclaim Deed in form reasonably acceptable to Buyer, free and clear of all liens and encumbrances whatsoever, except: (a) any restrictions, reservations, conditions, easements or any matter of record which Buyer has accepted or is deemed to have accepted in accordance with Section 5 above, (b) zoning and building ordinances and regulations, (c) real estate taxes which are a lien but not yet due and payable as of the date of Closing, and (d) any matter disclosed on the Survey which Buyer has accepted or is deemed to have accepted in accordance with Section 4 of this Agreement. Items (a) through (d) are herein referred to as the "Permitted Exceptions."

Buyer shall, at its option and expense, obtain an Owner's Policy of Title Insurance insuring title to the Property, subject only to the Permitted Exceptions. Buyer may elect to obtain, at its sole cost, such extended coverage or additional endorsements as it deems necessary or appropriate.

## **7. COSTS OF TRANSACTION**

Upon receipt of all funds and documents necessary to complete this transaction, the Escrow Agent shall proceed to close this transaction as follows:

- (a) all real estate taxes and assessments shall be prorated between the parties as of the date of transfer of title based upon the latest available tax duplicate, subject to adjustment outside of escrow in the event the latest tax duplicate is not available as of the Closing Date;
- (b) Seller shall be responsible for any special assessments certified prior to the Closing Date; and,
- (c) All fees, charges, and rents shall be prorated as of the date of transfer of title. Final readings on all gas, water and electric meters and sewer use charges shall be made and determined as of the Closing Date, if possible. If final readings are not possible, such gas, water, electric and sewer charges shall be prorated based on the most recent period for which costs are available subject to adjustments between the parties out of escrow when final readings are available.

The Escrow Agent shall charge to the Buyer out of the funds deposited into escrow by the Buyer, the following:

- (a) any prorated amounts due the Seller;
  - (b) the cost of the Owner's Policy of Title Insurance, if any;
  - (c) the cost of recording the deed and other charges incident thereto;
  - (d) the cost of obtaining any environmental assessments and/or the Land Survey;
- and,
- (e) the conveyance fee and transfer tax, if any.

The Escrow Agent shall charge to Seller and pay out of the funds standing to the credit of the Seller in escrow, the following:

- (a) any prorated amounts due the Buyer;
- (b) the cost of the title commitment, if any.

**8. CLOSING DATE AND POSSESSION**

The Escrow Agent shall close this transaction within thirty (30) days after the expiration of the Due Diligence Period, and no later than November 15, 2016, or such earlier or later date as the parties may agree in writing (the "Closing Date"), and the Escrow Agent shall cause the deed to be filed in the office of the County Recorder's Office transferring title into the name of the Buyer or its assignee, provided the conditions set forth in Section 9 have been satisfied.

**9. REPRESENTATIONS AND WARRANTIES.**

Buyer represents and warrants to Seller that:

(a) Authority. Buyer has all necessary power and authority to enter into this Agreement pursuant to Ordinance No. \_\_\_\_\_, that all actions required to be taken to approve or authorize the execution of this Agreement have been taken, and that the execution of this Agreement and the consummation of the transaction contemplated hereby constitutes the valid and binding obligation in accordance with its terms.

Seller represents and warrants to Buyer that:

(a) Authority. Seller has all necessary power and legislative authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement constitutes, and the other documents and instruments to be delivered by Seller pursuant hereto when delivered will constitute, the legal, valid and binding obligations of Seller.

Buyer and Seller warrant to each other that:

- (a) No Litigation. There is no litigation, proceeding or action pending or threatened against or relating to the Property.
- (b) No Violation. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a violation of, be in conflict with or constitute a default under any term or provision of any agreement, instrument or lease to which Seller is party.
- (c) No Tenants. There are no leases or other occupancy agreements relating to the Property that will survive closing.
- (d) No Contract. There are no third party contracts or agreements relating to the ownership, operation and maintenance of the Property that will survive the Closing.
- (e) No Outstanding or Pending Assessments. To the best of Seller's knowledge, there are no outstanding or pending assessments affecting the Property.
- (f) Best Efforts. Seller shall employ its best efforts to cooperate and assist Buyer in obtaining all necessary permits and approvals to enable the Buyer to commence and complete the construction of the improvements to the property contemplated herein.
- (g) Cooperation. Seller and Buyer will cooperate and assist each other in obtaining any and all necessary approvals and permits to enable the Buyer to cause the buildings, structures and

improvement to the Property to be erected thereon and the Property to be used for the purposes indicated herein.

All of the statements set forth in this Section 9 shall be deemed renewed by Seller and Buyer on the Closing Date as if made at such time and shall survive the Closing.

**10. CONDITIONS TO CLOSING.**

Notwithstanding anything to the contrary contained in this Agreement, Buyer's obligations under this Agreement are expressly conditioned upon the occurrence of all of the following events:

- (a) Seller shall be ready, willing and able to deliver to Buyer on the Closing Date the fully executed Quit Claim Deed as described in Section 6.
- (b) There shall have been no change in the condition of the Property occurring from and after the expiration of the Due Diligence Period and the Closing Date.
- (c) There shall have been no change in the condition of title or the Survey from and after the expiration of the Title Review Period and the Closing Date.

Notwithstanding anything to the contrary contained in this Agreement, Seller's obligations under this Agreement are expressly conditioned upon the occurrence of all of the following events:

- (a) Buyer shall not have timely exercised its right to terminate this Agreement as provided herein.

Either prior to, at and after the Closing Date, the parties shall also execute and deliver to the other party such further instruments of conveyance, sale, assignment or transfer, and shall take or cause to be taken such other or further action as shall be necessary in order to convey, vest, confirm, or evidence in Buyer, title to the Property intended to be conveyed to Buyer under this Agreement, or such instruments as may be necessary in order to effectuate the terms and conditions of this Agreement.

**11. BROKERAGE FEES OR REAL ESTATE COMMISSIONS**

Buyer and Seller each represent and warrant to the other that no brokers are involved in any way connected with this transaction. Seller and Buyer hereby agree to indemnify, save harmless and defend each other from any claim for undisclosed broker's or finder's fee or commission in connection with the negotiation, execution or consummation of this Agreement.

**12. DAMAGE OR DESTRUCTION OF PROPERTY**

In the event the Property is damaged or destroyed by fire or other casualty prior to transfer of title to the Buyer, Buyer agrees to accept the property as is and Seller and Buyer shall be obligated to close this transaction.

**13. CONDEMNATION.**

Not applicable.

**14. OPERATIONS PRIOR TO CLOSING**

Not applicable.

**15. DEFAULT.**

In the event of a default by either party hereunder, the non-defaulting party shall have all rights and remedies available at law or in equity, including specific performance.

**16. BINDING AGREEMENT**

Upon full execution of this Agreement by Buyer and Seller, this Agreement shall become a binding contract between the parties and shall inure to the benefit of the parties hereto, and their respective heirs, executors, administrators, personal representatives, successors and assigns.

**17. ASSIGNMENT.**

This Agreement may be assigned by Buyer upon written notice thereof to Seller, but Buyer shall continue to remain liable under this Agreement after such assignment.

**18. GOVERNING LAW.**

Ohio Law shall govern all matters relating to this Agreement.

**19. NOTICE.**

Unless otherwise expressly required or permitted by the terms of this Agreement, any notice required or permitted to be given hereunder by the parties shall be delivered in person or served by certified or registered mail, return receipt requested, or sent via overnight courier to the parties at the addresses set forth below, unless different addresses are given by one party to the other:

Seller: Bayview Loan Servicing LLC  
4425 Pone De Leon Boulevard, 5<sup>th</sup> Floor  
Coral Gables, Florida 33416  
PH:

Buyer: City of Brook Park Ohio  
Thomas J. Coyne, Mayor  
6161 Engle Road  
Brook Park, Ohio 44142  
PH: (216) 433-1300

With copy to:  
Carol Dillon Horvath  
Director of Law  
6161 Engle Rd.  
Brook Park, Ohio 44142

**In Witness Whereof**, the parties have executed this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**SELLER: BAYVIEW LOAN SERVICING, LLC**

Witnesses

\_\_\_\_\_  
Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print name: \_\_\_\_\_

**BUYER: CITY OF BROOK PARK, OHIO**

Witnesses

\_\_\_\_\_  
Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Thomas J. Coyne, Mayor

\_\_\_\_\_  
Print name: \_\_\_\_\_

Approved as to legal form and correctness:

\_\_\_\_\_  
Carol Dillon Horvath  
Director of Law

P/C 11/1/16 Service  
CA \_\_\_\_\_  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_

**CITY OF BROOK PARK, OHIO**

ORDINANCE NO. \_\_\_\_\_

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 2017 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 2017 Sidewalk Repair Project.

**SECTION 2:** The Consulting Engineer shall be paid a fee of \$4,100.00 for preparation of the necessary plans, specifications and bid documents, and a lump sum fee of \$8,200.00 for construction administration services.

**SECTION 3:** The money needed for the aforesaid transaction shall be paid from funds theretofore appropriated 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 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

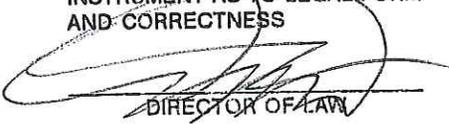
ATTEST: \_\_\_\_\_  
CLERK OF COUNCIL

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

\_\_\_\_\_  
DATE

F:\Jobs\187\1701 - 2017 Sidewalk Program\2017 Sidewalk Ord.docx

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



DIRECTOR OF LAW

P/C 11/1/16 Service  
CA \_\_\_\_\_  
1st R \_\_\_\_\_  
2nd R \_\_\_\_\_  
3rd R \_\_\_\_\_  
B/C \_\_\_\_\_

**CITY OF BROOK PARK, OHIO**

ORDINANCE NO. \_\_\_\_\_

INTRODUCED BY: MAYOR COYNE

**AN ORDINANCE  
AUTHORIZING THE MAYOR TO HIRE INSPECTOR(S)  
FOR THE 2017 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 Inspector(s) for the 2017 Sidewalk Repair Program. The Inspector(s) shall report to and be directed by the Consulting Engineer.

**SECTION 2:** The Inspector(s) 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 Inspector(s).

**SECTION 3:** The money needed to complete the aforesaid transaction shall be paid from funds theretofore appropriated or to be appropriated 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 of the immediate 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