

**ITEMS TO BE CONSIDERED
AT THE CAUCUS PRIOR TO THE COUNCIL MEETING
TO BE HELD ON TUESDAY, MARCH 6, 2018
7:00 P.M.**

I. ROLL CALL OF MEMBERS:

II. PLEDGE OF ALLEGIANCE:

III. SAFETY COMMITTEE - CHAIRMAN, STEMM:

1. AN ORDINANCE AMENDING CHAPTER 715 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED PEDDLERS, SOLICITORS AND CANVASSERS AND DECLARING AN EMERGENCY. Introduced by Councilman Orcutt.

2. A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL FOR THE MANAGEMENT OF THE CITY'S 'DO NOT KNOCK' REGISTRY AND DECLARING AN EMERGENCY. Introduced by Councilman Orcutt

IV. ADJOURNMENT:

Posted 3/5/18

CITY OF BROOK PARK, OHIO

PIC 2-27-18 SAFETY
CA 2-27-R
1st R _____
2nd R _____
3rd R _____
B/C _____

ORDINANCE NO: _____

INTRODUCED BY: COUNCILMAN ORCUTT

AN ORDINANCE
AMENDING CHAPTER 715
OF THE BROOK PARK CODIFIED ORDINANCES
ENTITLED PEDDLERS, SOLICITORS, AND CANVASSERS'
AND DECLARING AN EMERGENCY

WHEREAS, there is a need to provide our residents with a "Do Not Knock Registry for solicitors and peddlers; and

WHEREAS, this Council and Administration feel that the City should help safeguard our children while in our neighborhoods by adding a requirement of adult presence while selling merchandise in our City; and

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

SECTION 1: Chapter 715.03 of the Codified Ordinances of the City of Brook Park is hereby amended to read as follows:

715.03 SALES ON PRIVATE PROPERTY.

a) License or Registration Required. No peddler or solicitor shall peddle or solicit within the City, unless he or she is the holder of a valid license issued pursuant to this chapter.

(b) Application; Fee; License; Registration.

(1) Any person seeking a license in conformity with this chapter shall obtain an application for the same from the Chief of Police and shall submit the completed application, along with the appropriate fee, to such office, on a form supplied by the Chief, which shall contain the following information:

- A. Full name of applicant;
- B. Date of birth of the applicant;
- C. Local address, if any;
- D. Permanent home address;
- E. A physical description of the applicant, setting forth age, height, weight, color of hair and eyes and sex;
- F. Social Security number;
- G. A description of the nature of the business and the goods, wares, merchandise, property and/or services to be sold;
- H. Telephone number of the applicant;
- I. Name and address of organization the peddler or solicitor represents;

J. Whether the applicant has ever been convicted of a crime, and if so, where and the nature of the offense and the punishment or penalty imposed therefor, if any;

K. Such other information as the Chief may require in order to protect the public health, safety and/or general welfare.

(2) All license applications shall be referred to the Chief who shall, within five days after receipt of the completed application, issue a license unless he or she finds that:

A. The applicant has provided false, misleading or deceptive information in his or her application; and/or

B. The applicant or any solicitor or peddler named on the license application has been convicted of a felony violation or misdemeanor violation involving weapons, theft, moral turpitude or violence within the past five years.

All licenses issued under this chapter shall be valid for not more than 180 days. A separate license shall be required for each individual solicitor or peddler even though there may be a single employer.

(3) Each applicant shall pay a nonrefundable license application fee of fifteen dollars (\$15.00), which fee shall be paid at the time the application is submitted.

(4) Once issued, a license may be used only in conformity with the laws of the City and the State of Ohio; may not be assigned or transferred; must be carried by the licensee at all times; and may be revoked or suspended by the Chief of Police for any of the following causes:

A. The licensee or person preparing the application on behalf of the licensee provided false, misleading or deceptive information in the license application.

B. The licensee is convicted of a felony or of a misdemeanor involving fraud or moral turpitude.

C. The licensee violates any provision of this chapter or peddles or solicits in any unlawful manner.

D. Upon written complaint being filed with the Police Department, that the licensee has made himself obnoxious to the public by use of indecent, profane, or insulting language or has made or perpetrated any misstatement, deception, or fraud in connection with any solicitation or sale, and if said complaint is found to be true, the license of such solicitor shall be revoked.

(c) Individuals or corporations soliciting or peddling on behalf of an educational, religious, civic or charitable organizations and minors soliciting or peddling on behalf of youth organizations, such as the Scouts of America or the 4H Club, are not required to apply for a license.

(d) Restrictions; Hours; Conduct. Every person to whom a license to peddle or solicit is issued and every canvasser shall be governed by the following rules and regulations:

(1) No person subject to the provision of this chapter shall peddle, solicit or canvass except between the hours of 9:00 a.m. and 8:00 p.m.

(2) No peddler, solicitor or canvasser shall enter or attempt to enter a residence, house or apartment or other

dwelling in the City without an express invitation from an adult occupant of the residence, house, apartment or other dwelling.

(3) No peddler or solicitor shall engage in any peddling or solicitation other than that specified in the license application.

(4) No peddler, solicitor or canvasser shall by any device make unlawful noises, nor shall any peddler, solicitor or canvasser remain at the residence, house, apartment, or other dwelling in the City without the consent of any adult occupant of the residence, house, apartment or other dwelling in the City.

~~(e) Resident Prohibition by Notice. Notwithstanding other provisions of this chapter, no peddler, solicitor or canvasser, while peddling, soliciting or canvassing, shall call upon, knock at the door or ring the door bell of any residence, house, apartment or other dwelling in the City upon which there is posted at the entrance a notice which reads "No Soliciting," or "No Trespassing" or words of similar import, which clearly prohibits peddlers, solicitors and/or canvassers on the premises, unless such peddler, solicitor or canvasser has previously been invited upon the premises by the owner, lessee or an adult occupant thereof.~~

~~(f) The City will make available placards or stickers that state either "No Trespassing" or "No Soliciting" to residents and make them available at the Police Department.~~

SECTION 2: Existing Section 715.03 of the City's Codified Ordinances and all other Ordinances inconsistent herewith are hereby repealed.

SECTION 3. Section 715.06 of the Codified Ordinances of the City of Brook Park is hereby enacted to read as follows:

715.06 RESIDENT PROHIBITION BY NOTICE.

(a) If requested by the City, and for as long as the Northeast Ohio Public Energy Council ("NOPEC") shall agree to do so, NOPEC shall manage for the City a "Do Not Knock Registry" ("Registry") and is authorized to contact persons on the Registry to distribute "Do Not Knock" stickers to them at no cost to the City or to said persons. NOPEC shall further contact persons listed on the Registry to update the Registry on a quarterly basis each year.

(b) Any person in lawful possession and occupancy of any residence, house, apartment or other dwelling in the City may require NOPEC to place and maintain his or her residence, house, apartment or other dwelling on the Do Not Knock Registry by submitting a request on form(s) supplied by the Director of Public Safety, or by submitting a request online at www.blocktheknock.com or at a Block the Knock community event, which shall contain the following information:

(1) The name and signature of the person completing the form(s), unless the submission is done electronically;

(2) The complete address of the residence, house, apartment, or other dwelling to be placed on the Do Not Knock Registry;

**715.07 STREET PEDDLING OR VENDING: ADULT ATTENDANT
REQUIRED: PROHIBITION.**

No person shall peddle or vend from a vehicle in public streets and public places in the City without a license issued under this chapter. Persons in pursuit of such peddling or vending business or activity when children under the age 18 collect, congregate, assemble or gather about such vehicle for the purpose of making purchases therefrom or in response to such person's actions, are hereby required to be accompanied by an adult attendant whose sole duty and occupation shall be to protect and safeguard such children from injury or hazards of vehicular traffic using such streets and public places. The attendant shall maintain a constant lookout for approaching vehicles and shall warn and guard children from injury therefrom.

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 of amending Chapter 715 of the Brook Park Codified Ordinances; therefore, provided this Resolution 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 2-27-18 SAFETY
CA 2-27-18
1st R _____
2nd R _____
3rd R _____
B/C _____

CITY OF BROOK PARK, OHIO

RESOLUTION NO. _____

INTRODUCED BY: COUNCILMAN ORCUTT

A RESOLUTION
AUTHORIZING THE MAYOR TO EXECUTE A
MEMORANDUM OF UNDERSTANDING WITH THE
NORTHEAST OHIO PUBLIC ENERGY COUNCIL FOR
THE MANAGEMENT OF THE CITY'S "DO NOT KNOCK"
REGISTRY, AND DECLARING AN EMERGENCY

WHEREAS, Section 715.06 of the Brook Park Codified Ordinances establishes registries that persons in lawful possession and occupancy of residential premises in the City of Brook Park (Brook Park) may use to notify peddlers and solicitors to not trespass on their residential premises; and

WHEREAS, the Northeast Ohio Public Energy Council (NOPEC) has established a program to facilitate the management of the "Do Not Knock" registries; and

WHEREAS, Brook Park and NOPEC desire to enter into a Memorandum Agreement in which NOPEC will agree to manage Brook Park's "Do Not Knock" registry established under section 715.06 of the Brook Park Codified Ordinances at no cost to the City or its residents; and

WHEREAS, Brook Park and NOPEC desire to enter into an understanding setting out the processes necessary for NOPEC to manage Brook Park's "Do Not Knock" registry on a regular basis, not less frequently than quarterly each year;

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

SECTION 1: The Mayor is hereby authorized to enter into a Memorandum of Understanding with NOPEC, with a copy of said Memorandum of Understanding in substantially similar form attached to this Resolution as Exhibit "A."

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution 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 actions 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 Resolution 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 further reason to enter into a Memorandum of Understanding with NOPEC; therefore, provided that this Resolution 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

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



DIRECTOR OF LAW

MEMORANDUM OF UNDERSTANDING
Between
Northeast Ohio Public Energy Council
And
The City of Brook Park

This Memorandum of Understanding ("MOU") is entered into on this _____ day of _____, 2018 by and between Northeast Ohio Public Energy Council (hereinafter referred to as "NOPEC"), a non-profit council of governments created pursuant to Chapter 167 of the Ohio Revised Code, with its principal office located at 31360 Solon Road, Suite 33, in the City of Solon, County of Cuyahoga, State of Ohio and the City of Brook Park (hereinafter referred to as "Brook Park"), a municipal corporation in the State of Ohio, organized and existing under the VII of the Ohio Revised Code, with its principal office at 6161 Engle Road, in the City of Brook Park, County of Cuyahoga, State of Ohio for the purpose of managing and updating Brook Park's "Do Not Knock" registry as set forth in section 715.06 of the Brook Park Codified Ordinances.

WHEREAS, Brook Park has enacted section 715.06 of the Brook Park Codified Ordinances that establishes registries that persons in lawful possession and occupancy of residential premises in Brook Park may use to notify peddlers and solicitors to not trespass on their residential premises; and

WHEREAS, NOPEC has established a program to facilitate the management of "Do Not Knock" registries; and

WHEREAS, Brook Park and NOPEC desire to enter into a memorandum agreement in which NOPEC will assume the responsibility of managing and updating Brook Park's "Do Not Knock" registry; and

WHEREAS, Brook Park and NOPEC desire to enter into an understanding setting out of the processes necessary for NOPEC to manage and update Brook Park's "Do Not Knock" registry on a regular basis;

NOW THEREFORE, it is mutually agreed by and between NOPEC and Brook Park as follows:

Purpose. The intent of this MOU is for Brook Park to transfer to NOPEC, and NOPEC to accept, the responsibility of managing Brook Park's "Do Not Knock" registry.



Objective. NOPEC shall manage Brook Park's "Do Not Knock" registry in accordance with the processes set forth in section 715.06 of the Brook Park Codified Ordinances, and shall also update said registry on a regular basis, no less frequently than quarterly each year following the Effective Date of this MOU.

Obligation of the Parties. It is the desire and wish of NOPEC and Brook Park that this MOU not be a formal contract or indenture, but rather an agreement between the parties to work together in such a manner to promote the management and regular update of Brook Park's "Do Not Knock" registry by NOPEC.

Cost. The services provided by NOPEC to Brook Park and its residents under this MOU will be free of charge.

Cancellation. This MOU may be cancelled by either party within thirty (30) days advance written notice pursuant to the methods of service provided herein. In the event either party hereto so acts to cancel this MOU, NOPEC shall immediately thereafter provide Brook Park with a digital copy of all items produced under this MOU, including the most current Brook Park "Do Not Knock" registry list and any documents, reports, records, maps, data or media produced in connection with this Agreement.

General Terms of Understanding. The general terms of this MOU are outlined below.

1. This MOU may be amended or modified at any time in writing by mutual agreement of the parties hereto.
2. Any notice of communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the following:

NOPEC	CITY OF BROOK PARK
Mr. Tony Ramous	Safety Director
Community Outreach Director	6161 Engle Road
31360 Solon Road, Suite 33	Brook Park, OH 44142
Solon, OH 44139	

3. Any item produced under this MOU including any documents, reports, records, maps, data, or media, are the property of Brook Park, Brook Park hereby grants to NOPEC an unrestricted license to reproduce, distribute, maintain and use the deliverables. To the extent such items are original works of authorship or products created and developed by Brook Park, Brook Park retains any and all

rights, title and interest in any new or preexisting intellectual property. Brook Park agrees not to obtain copyright, patent, or other proprietary protection for the deliverables produced in connection with this Agreement.

4. Brook Park and NOPEC acknowledge that they are both public bodies and/or public offices subject to the Ohio Revised Code and other laws related to the keeping of and access to public records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules affecting any and all manner of communication and any and all documents in any format or media.
5. In the event of any dispute or disagreement between Brook Park and NOPEC with respect to the interpretation of any provision of this MOU, or with respect to NOPEC's performance of its responsibilities hereunder which cannot be resolved in the normal course of business, then upon written notice of either Party to the other adhering to the following:
 - a) Each party agrees to meet for the purpose of endeavoring in good faith to resolve the dispute;
 - b) No formal action of such dispute may be commenced by the Parties until either of the Parties concludes in good faith that amicable resolution through continued negotiation of the matter at issue does not appear likely and so notifies the other Party; and
 - c) The rights and obligations of the parties under this Section shall not limit either Party's right to terminate this MOU as otherwise permitted hereunder.
6. In no event shall NOPEC be liable to Brook Park for its representatives for any damages of any nature or type whatsoever, including without limitation, direct or indirect, special compensatory or non-compensatory, consequential, incidental, punitive, or exemplary damages of any type, whether arising in contract or tort (including negligence, whether sole, joint or concurrent or strict liability) or otherwise, arising out of this MOU, unless caused by the gross negligence or intentional misconduct of NOPEC, its officials, attorneys, agents, and/or employees.

7. This MOU shall be governed by and construed in accordance with the laws of the State of Ohio.
8. In the event that any provision of this MOU is deemed to be severable or invalid, and if any term, condition, phrase or portion of this MOU is determined to be unlawful or otherwise unenforceable, the remainder shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this MOU to be invalid, or unenforceable, but that by limiting said provision it would become valid or enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.
9. Neither party to this MOU may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.
10. This MOU constitutes the entire understanding of the Parties pertaining to all matters contemplated hereunder at this time. The Parties signing this MOU desire or intend that any implementing contract or other agreement entered into between the Parties in writing subsequent hereto shall supersede and preempt any conflicting provisions of this MOU.
11. By entering into this Agreement, the Parties agree on behalf of themselves and their respective officers, employees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by Brook Park and NOPEC may be executed by electronic means, and that the electronic signatures affixed by Brook Park and/or NOPEC to said documents shall have the same effect as of that signature was manually affixed to a paper version of the document.

This MOU is hereby agreed, acknowledged and executed by the duly authorized representatives below.

CITY OF BROOK PARK

NOPEC

Michael Gammella, Mayor

Tony Ramos,
Community Outreach
Director

Date

Date