ITEMS TO BE CONSIDERED
AT THE CAUCUS PRIOR TO THE COUNCIL MEETING
TO BE HELD ON TUESDAY, MAY 15, 2018

I. ROLL CALL OF MEMBERS:

II. PLEDGE OF ALLEGIANCE:

III. DISCUSSION:

1. A RESOLUTION AUTHORIZING THE MAYOR TO PARTICIPATE IN THE ODOT WINTER CONTRACT (018-19) FOR ROCK SALT AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella - PER COUNCIL PRESIDENT VECCHIO

2. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE SALE OF (+ -) 3.303 ACRES OF LAND LOCATED AT 16400 AND 16500 BROOKPARK ROAD, PERMANENT PARCEL NUMBERS 344-30-008 AND 344-30-009 AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella and Councilman Mencini - PER COUNCIL PRESIDENT VECCHIO

3. AN ORDINANCE ENACTING CHAPTER 1122 OF THE BROOK PARK CODIFIED ORDINANCES ENTITLED 'SHORT TERM LEASES' Introduced by Councilman Mencini - PER COUNCIL PRESIDENT VECCHIO

4. AN ORDINANCE AUTHORIZING THE CONSULTING ENGINEER TO PREPARE PLANS AND SPECIFICATIONS AND THE MAYOR TO ADVERTISE FOR BIDS AND ENTER INTO CONTRACTS FOR CITY OF BROOK PARK CONTRACTS 1802, 1803 AND 1804 AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella - PER COUNCIL PRESIDENT VECCHIO

5. AN ORDINANCE AUTHORIZING THE MAYOR TO HIRE INSPECTOR(S) FOR BROOK PARK CONTRACTS 1802, 1803 AND 1804 AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella - PER COUNCIL PRESIDENT VECCHIO

III. DISCUSSION: CONT.

6. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH CITY OF STRONGSVILLE TO ESTABLISH A CONSOLIDATED COMMUNICATIONS CENTER IN THE CITY OF STRONGSVILLE AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella

VI. ADJOURNMENT:

Posted: 5/11/18

Note: Due to the inability to accurately forecast the conclusion time of Caucus work session meetings, the regularly scheduled Brook Park City Council meeting will begin following the conclusion of the regularly scheduled Caucus Prior to meeting.

P/C
CA PRIOR 5-15-18
1st R
2nd R
3rd R
P/C

CITY OF BROOK PARK, OHIO

RESOLUTION NO. _____

INTRODUCED BY: MAYOR GAMMELLA

A RESOLUTION
AUTHORIZING THE MAYOR
TO PARTICIPATE IN THE ODOT WINTER
CONTRACT (018-19) FOR ROAD SALT,
AND DECLARING AN EMERGENCY.

WHEREAS, the City of Brook Park (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual winter road salt bid (018-19) in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon of award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and

b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the winter road salt contract; and

d. The Political Subdivision hereby requests through this participation agreement a total of 5500 tons of Sodium

Chloride (Road Salt) of which the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period of September 1, 2018 through April 30, 2019; and

f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and

g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Thursday, June 1, 2018. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT winter road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT winter salt contract:

SECTION 1: The Mayor be, and he hereby is, authorized to participate in the ODOT Winter Contract (018-19) for Road Salt.

SECTION 2: That the funds for the purpose of the aforesaid expenditure have been appropriated or to be appropriated and shall be paid from the General Fund/Snow Removal Fund No. 432.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to 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 4: 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 to authorize the Mayor to participate in the ODOT Winter Contract for Road Salt; 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

_____
DATE

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

DIRECTOR OF LAW

F/C
CA PPKR 5-15-18
1st R
2nd R
3rd R
B/C

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR GAMMELLA AND COUNCILMAN MENCINI

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT FOR THE SALE OF (+-) 3.303 ACRES OF LAND
LOCATED AT 16400 AND 16500 BROOKPARK ROAD,
PERMANENT PARCEL NOS. 344-30-008 AND 344-30-009,
AND DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park has owned Permanent Parcel Nos. 344-30-008 since January 2000 and 344-30-009 since April, 2001; and

WHEREAS, the "Property" has been non-productive and vacant since the City acquired ownership; and

WHEREAS, the City of Brook Park is desirous of selling parcels of property located on/at 16400 and 16500 Brookpark Road, comprising the totality of Permanent Parcel Nos. 344-30-008 and 344-30-009 (herein the "Property") to foster development and employment on these parcels to further and advance the economic interests of the City; and

WHEREAS, Ethan Robertson of Robertson Commercial Properties, has executed a Letter of Intent to Purchase the Property from the City of Brook Park to construct and establish a new sales and truck service center;

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 negotiate and enter into contract for the sale of the Property to further the economic best interests of the City.

SECTION 2: The City of Brook Park shall sell said property for the sum of $405,000 with the sale proceeds to be determined at time of closing.

SECTION 3: The proceeds from the sale of the Property shall be used and earmarked to further economic development of jobs and business within the City and shall be placed into the Capital Improvement Fund No. 401 of the City for said purposes;

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 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 negotiate and enter into a contract for the sale of Permanent Parcel Nos 344-30-008 and 344-30-009; 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

April 19, 2018

Scott Adams
Economic Development Director
City of Brook Park
6161 Engle Road
Brook Park, Ohio 44142

Re: 3.30 acre vacant land parcel 16500 Brookpark Road Brook Park, Ohio

Dear Director Adams:

I am pleased to submit this Letter Agreement to you for purchase of 16500 Brookpark Road subject land parcel (the "Property").

SELLER:	City of Brook Park
BUYER:	Robertson Commercial Properties
DESCRIPTION OF PROPERTY:	Approximate 3.30 vacant land parcel Cuyahoga County Parcel Number: 344-30-008 & 009
PURCHASE PRICE:	• $405,000 cash at closing
DUE DILIGENCE CONTINGENCY PERIOD:	Purchaser shall have 45 days after signed purchase agreement to inspect property and conduct environmental assessment and release said contingency. Upon Fully signed LOI, Seller shall provide any information relating to the subject site including Survey, Utility location information and size of water line, electric and gas service and environmental report done when the City acquired the site. (if any)
CITY INCENTIVES	Buyer plans on investing 2.00 +/- million in improvements to develop a new sales and truck service center. Buyer will need 15 year real estate tax abatements on the improvements and other potential City incentives if available.

PROPERTY CONDITION: In defining or evaluating the Property, Buyer will not rely upon any marketing materials or other printed information or verbal representations provided or made by the Seller (City) or Buyer's broker prior hereto. The parties shall agree to mutually acceptable contract language addressing the rights and responsibilities of each party in the event that a material change in the condition of the property occurs between execution of Purchase Agreement.

BROKERS: David Sternberg, Metro Space Realty is the sole broker in this transaction and neither the Seller nor the Buyer has engaged any other broker. Seller agrees to pay the 6% commission associated with this transaction out of escrow at closing..

ACKNOWLEDGEMENTS: Both parties acknowledge and agree that this Letter of Intent is not a legally binding instrument and that material additional terms must be negotiated before a legally binding agreement is reached. This proposal is specifically conditioned upon the preparation, negotiation and execution of a Purchase Agreement in a form mutually acceptable to Buyer and Seller.

CONFIDENTIALITY:

Although all information furnished regarding property for sale, rental, or financing is from sources deemed reliable, such information has not been verified, and no express representation is made nor is any to be implied as to the accuracy thereof, and it is submitted subject to errors, omissions, change of price, rental or other conditions, prior sale, lease or financing, or withdrawal without notice, and to any special conditions

If Seller is interested in pursuing a transaction consistent with these terms, Buyer would appreciate

Seller indicating such fact by signing the enclosed copy of the Letter of Intent and returning it to Metro Space Realty within 14 days after the date hereof. If the Letter of Intent has not been received by Metro Space Realty within 14 days after the date hereof, the Letter of Intent shall be deemed withdrawn by Buyer.

Sincerely,
David Sternberg

Metrospacerealty.com

A Licensed Broker State of Ohio 313210

AGREED AND ACCEPTED:

SELLERS:	**BUYER:**
By: _____ Date: _____	By: _____ Date: 4/19/2018
Names: _____	Name: Ethan Robertson
City of Brook Park	Robertson Commercial Properties

Although all information furnished regarding property for sale, rental, or financing is from sources deemed reliable, such information has not been verified, and no express representation is made nor is any to be implied as to the accuracy thereof, and it is submitted subject to errors, omissions, change of price, rental or other conditions, prior sale, lease or financing, or withdrawal without notice and to any special conditions

P/C
CA Rec'd 5-15-18
1st R
2nd R
3rd R
P/C

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: COUNCILMAN MENCINI

AN ORDINANCE
ENACTING CHAPTER 1122 OF THE
BROOK PARK CODIFIED ORDINANCES,
ENTITLED 'SHORT TERM LEASES'

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

SECTION 1: The Brook Park Codified Ordinances shall be supplemented by enacting a new Chapter entitled "Short Term Leases" and is hereby enacted to read as follows:

1122.01 PURPOSE; INTENT.

Short Term Leases are unique, semi-commercial operations that adapt a residential environment into a lodging concept, limited in scope and operation. The use is clearly of a commercial nature, but may at times be more in keeping with a residential environment. The purpose of this Chapter is to provide a systematic set of requirements to ensure that such operations, if appropriate for a residential or commercial area, shall not adversely impact adjacent uses as a result of the commercial aspects of the structure and property. Short Term Leases shall be the subordinate to the principal use of a structure as a single-family dwelling. The intent of this Chapter is not to provide an opportunity for the establishment of an intensive commercial lodging business, which would be considered appropriate within an intensive commercial or planned commercial zoning district, but rather in certain locations to provide a limited commercial use in a residential or commercial district.

1122.02 SHORT TERM LEASE DEFINED.

For purposes of this Chapter 1122 means an owner-occupied, residential, single-family structure wherein lodging is provided to transient guests for compensation in accordance with the development standards of this Chapter. The provision of lodging shall be subordinate to the principal use of the structure, and the residential character of the neighborhood must be maintained. At all times the short term leases must comply with all requirements of the Residential Code of Ohio.

1133.03 SHORT TERM LEASES AS CONDITIONAL USES; PERMIT REQUIRED.

Short Term Leases are hereby classified as a conditional use

which may be permitted in Single Family Zoned Districts and all Community Business Districts in accordance with the corresponding standards and requirements of the Planning and Zoning Code. A conditional use permit issued pursuant to Chapter 1121 of these Codified Ordinances shall be required in order to allow said permit shall be effective for two (2) years at a biennial cost to be determined by City Council, and said permit shall be automatically voided by operation of law without further notice or hearing upon the sale or transfer of the real property upon which the short term leases is located. In submitting an application for a conditional use permit, and with every re-application, the applicant shall provide to the Planning Commission a floor plan illustrating the proposed operation, a site plan indicating all on-site improvements, if any, and any additional information as required by the Planning Commission. Notification of the request for the conditional use permit shall be given by the Secretary of the Planning Commission to all record title holders of real property lying within 500 feet of the property line of the area requesting the conditional use approval. Said notice shall be first class mail, postage prepaid.

1122.04 GENERAL DEVELOPMENT STANDARDS.

The following development standards apply to Short Term Leases.

(a) Uses Permitted in Single-Family Detached Dwellings. Short Term Leases shall be allowed in any detached structure, or in a garage. Only minimal interior modifications of said single-family dwelling shall be permitted in the original architectural style of the house for safety purposes only. Interior modifications of the size of bedrooms and baths shall be permitted. Each Short Term Lease shall be required to have a dining room no smaller than 100 square feet. No more than fifty percent of the house floor area shall be used for such Short Term Lease which percent of use shall include bedrooms, guest baths and dining room.

(b) Occupation of Premises by Owner. The owner of a Short Term Lease shall live full-time on the premises. Such owner shall be the record owner of no less than fifty percent interest of the property in question.

(c) Compliance With Fire Protection Standards; Certificates Required. Certificates of compliance from the Brook Park Fire Department shall be required for approval of a request for a conditional use permit for Short Term Leases. The following fire protection standards shall be continually met during the term of the conditional use permit, and shall be certified to exist by the City Fire Prevention Officer at the inception of the conditional use permit and annually therefor:

(1) There be a battery-type smoke detector in each guest room;

(2) There shall be a 110-volt electrical smoke detector per floor protecting the sleeping areas;
(3) There shall be one carbon dioxide detector per floor protecting the sleeping areas;
(4) There shall be ten pound ABC extinguishers per floor;
(5) Electrical work shall confirm to current residential standards;
(6) There shall be a fire inspection; and
(7) No portable heating devices shall be allowed in sleeping rooms.

(d) Consecutive Nights. Each paying guest may stay at a property designated as a Short Term Lease Property for not more than seven (7) consecutive nights at any single visit.

(e) Kitchen Facilities. Only one kitchen facility shall be permitted per structure for which a conditional use permit is granted to operate a Short Term Lease. No cooking facilities of any type shall be permitted in individual guest quarters, and no food shall be served in guest quarters.

(f) Bathrooms. A minimum of one full bathroom, including tub or shower, toilet and sink, shall be required for every two guest rooms, to be available for the exclusive use of Bed and Breakfast paying guests. No bathroom shall be located in the basement.

(g) Owner Requirements. The owner must maintain current guest registration records which contain the following information about each guest: the guest's name, address, signature, room assignment and dates of accommodation. The registration records shall be kept on file for three years and upon request by any authorized City official, shall be made available for inspection by such City official during regular business hours or in case of an emergency.

(h) Nuisance Conditions; Revocation or Suspension of Permits. Short Term Leases shall not be permitted to create or continue a nuisance under either state or local law, and a conditional use permit shall be revoked or suspended by the City whenever the operation endangers, offends or interferes with the safety or rights of others so as to constitute a nuisance.

(i) Guest Rooms. There shall be no more than three guest rooms within a single-family dwelling that are utilized by Short Term Lease customers. A guest room shall contain no less than 100 square feet of living space, not including closets. Guest rooms must be limited to only the first and second floors; no guest room may be located on the third floor, or in the basement.

(j) Parking. One off-street parking space shall be provided for each guest room. Such off-street parking spaces shall be provided in an existing driveway behind the existing building line or in a garage.

(k) Signage. One on-premises, flat sign against the dwelling shall be permitted for each Short Term Lease, not to exceed three square feet in area. The sign shall not be internally illuminated. No window display or signboard shall be allowed.

(l) Part-Time Employees. One individual who is a nonresident of the dwelling may be employed in the operation of an owner of the Short Term Lease on a part-time basis.

(m) Security. Outdoor security cameras must be provided. No security lighting shall be permitted which reflects or is directed out of the yard of the owner of the Short Term Lease.

(n) Exists. In addition to the requirements of the Residential Code of Ohio, a minimum of two exists from the bed and breakfast area at the level of exist discharge shall be provided.

(o) Bed Tax. The bed tax applying to the Short Term Leases shall be the same as that for hotels and motels.

(p) Allowable Number of Occupants. A maximum of six (6) guests, including minor children, shall be permitted at any one time.

(q) Location. No Short Term Lease shall be permitted within 500 feet of a school or recreational facility.

1122.05 REQUIRED INFORMATION.

A resident approved to offer Short Term Leases shall be subject to annual inspection, and inspection at other times upon reasonable notice to the owner. In addition to the requirement set forth in Section 1121.03, above, an application for and, if requested, renewal of, a conditional use permit to engage in the business of Short Term Lease establishment shall be accompanied by the following information:

SHORT TERM LEASE

(1) Proof of commercial general liability insurance, with limits of not less than $300,000.00 per occurrence, for bodily injury and property damage arising in any way from the issuance of the permit. Each policy of insurance shall (i) be used by an insurer authorized to do business in the State of Ohio; and (ii) include a provision requiring 30 days advance notice to the City prior to cancellation or lapse of the policy. The owner shall maintain the insurance required under this Section in full force and effect for the duration of the permit period. A single violation of this subsection shall result in revocation of the permit;

(2) A statement as to whether the owner or any controlling person has ever been convicted in any

jurisdiction of any felony;

(3) Proof that the owner has legal title to the property on which the establishment is located;

(4) A written statement that the establishment shall be the owner's legal primary residence throughout the duration of the license period;

(5) A copy of an evacuation diagram; and

(6) A valid certificate of registration in food handling and sanitation by the department of health.

1122.06 PROHIBITED ACTS.

It shall be unlawful for any person engaged in the business of Short Term Leases to:

(1) Exceed the scope of the permit, as set forth in this Chapter;

(2) Allow occupancy of the establishment or any part thereof to exceed one person per 125 feet of floor area, excluding elevators, stairways or other shaft enclosures;

(3) Rent any sleeping room in the establishment for 7 or more consecutive days to any person other than members of the owner's family as defined in Brook Park Zoning Ordinance;

(4) Use or permit the use of a hot plate, coffee maker or other cooking device in any sleeping room or bathroom;

(5) Permit any criminal activity or public nuisance to take place on the premises. If an owner knows or suspects that any criminal activity or public nuisance is taking place on or immediately adjacent to the premises, the owner shall immediately notify the Brook Park Police Department of such fact, and shall cooperate with the Brook Park Police Department in any investigation that may ensure; or

(6) Knowingly make any false or misleading statement about such person's criminal background in connection with any application submitted pursuant to this Chapter. A single violation of this subsection shall result in permit revocation.

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 shall take effect at the earliest time 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
CA PPCR. 5-15-18
1st R
2nd R
3rd R
B/C

CITY OF BROOK PARK, OHIO

ORDINANCE NO._____

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE
AUTHORIZING THE CONSULTING ENGINEER TO PREPARE PLANS AND SPECIFICATIONS, AND THE MAYOR TO ADVERTISE FOR BIDS, AND ENTER INTO CONTRACTS FOR CITY OF BROOK PARK CONTRACTS 1802, 1803 AND 1804 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 plans and specifications, and the Mayor is authorized to advertise for bids and enter into contracts with the lowest and/or best bidder or bidders for Brook Park Contracts 1802, 1803 and 1804 as identified on Attachment "A". The Consulting Engineer shall be paid a lump sum fee of $55,500.00.

SECTION 2: The money needed to complete the aforesaid transaction shall be paid from the 2018 Street Improvement Fund No. 545 theretofore appropriated or to be appropriated for said purpose.

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 of said City, and for the further reason that the City desires to complete the engineering for Brook Park Contracts 1802, 1803 and 1804 as soon as possible; 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: _____ APPROVED: _____
CLERK OF COUNCIL MAYOR

_____
DATE

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

DIRECTOR OF LAW

City of Brook Park
City Hall
Michael D. Gammella, Mayor

May 9, 2018

Mayor Michael D. Gammella
City of Brook Park
6161 Engle Road
Brook Park, Ohio 44142

Re: 2018/2019 Roads Program

Dear Mayor Gammella:

The streets in the City of Brook Park were recently inspected and the street database rating the condition of the roadways in the City was updated. The condition of streets and the database rating were reviewed with the Service Director and the following is recommended for the 2018/2019 Roads Program for the City of Brook Park.

Street Resurfacing					
CAROL DRIVE	End	to	Park Dr	(Contract 1802)	$121,000.00
CHRISTENE BOULEVARD	Sheldon Rd	to	End	(Contract 1802)	$232,800.00
				Sub-Total Resurfacing:	$353,800.00
Additional Project(s) to be Included:					
CONCRETE JOINT REPAIRS			Brookhaven	(Contract 1803)	$145,000.00
CRACK SEALING			Various Streets - Ward 2	(Contract 1804)	$60,000.00
CRACK SEALING			Various Streets - Ward 3	(Contract 1804)	$100,000.00
				Sub-Total Additional Projects:	$305,000.00
				Program Sub-Total:	$658,800.00
				Engineering and Construction Administration:	$55,500.00
				Inspection:	$19,500.00
				Testing:	$6,000.00
				Legal Advertising:	$3,600.00
				EST. TOTAL FOR CONTRACTS 1802, 1803 AND 1804 =	$743,400.00
				Allocation towards portion of Smith Road Resurfacing, Sheldon Road Resurfacing, and Holland Road Reconstruction Projects =	$763,100.00
				TOTAL =	$1,506,500.00

Please note that Construction, Legal Advertising, Material Testing and Inspection dollars are all estimated and the extent of sewer repairs and waterline replacements are unknown at this time . Please call if you have any questions or require additional information.

Very Truly Yours,

Edward R. Piatak, P.E.
Consulting City Engineer

Attachment "A"

6161 Engle Road
Brook Park, Ohio 44142
P (216) 433-1300 ❖ F (216) 433-1511
www.cityofbrookpark.com

P/C
CA PP108 5-15-18
1st R
2nd R
3rd R
B/C

CITY OF BROOK PARK, OHIO

ORDINANCE NO._____

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE
AUTHORIZING THE MAYOR TO HIRE INSPECTOR(S)
FOR BROOK PARK CONTRACTS 1802, 1803 AND 1804
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 Brook Park Contracts 1802, 1803 and 1804. 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 the 2018 Street Improvement Fund No. 545 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 immediately necessary for the preservation of the public peace, health, safety of said City, and for the further reason of the immediate need to have an Inspector(s) 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: _____ APPROVED: _____
CLERK OF COUNCIL MAYOR

_____
DATE

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

DIRECTOR OF LAW

P/C
CA Prior. 5-15-18
1st R
2nd R
3rd R
P/C

CITY OF BROOK PARK, OHIO

ORDINANCE NO: _____

INTRODUCED BY: MAYOR GAMMELLA

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH THE CITY OF STRONGSVILLE TO
ESTABLISH A CONSOLIDATED COMMUNICATIONS CENTER
IN THE CITY OF STRONGSVILLE,
AND DECLARING AN EMERGENCY

WHEREAS, Section 737.04 of the Ohio Revised Code permits the legislative authority of a municipal corporation to enter into a contract with another municipal corporation upon any terms agreed upon, for police protection, services; and

WHEREAS, this Council and the Administration deem it most advantageous for a consolidation of the dispatching of public safety forces of the cities of Strongsville and Brook Park; and

WHEREAS, the two cities are interested in combining their respective resources into a joint venture to consolidate two Public Safety Answering Points (PSAPs) and providing for the effective and efficient operation of such a venture; and

WHEREAS, the prior Agreement between the City of Brook Park and the City of Parma will terminate on or about November 1, 2018; 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 enter into an agreement with the City of Strongsville to establish a Consolidated Communications Center in Strongsville, OH,

SECTION 2: That the Mayor is further authorized to execute whatever documents are necessary and approved by the Law Director to carry out the intent and purpose of this Ordinance.

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 agreement for a consolidated communications center in Strongsville, OH with the City of Strongsville; therefore this Ordinance shall take effect and be in force immediately from and after its passage and approval by the Mayor.

PASSED: _____

_____
PRESIDENT OF COUNCIL

ATTEST: _____
Clerk of Council

APPROVED: _____
MAYOR

_____
DATE

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

DIRECTOR OF LAW

AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE, OHIO AND THE CITY OF BROOK PARK, OHIO

This Agreement is entered into as of this ___ day of _____, 2018, by and between the **CITY OF STRONGSVILLE, OHIO** ("Strongsville"), an Ohio Municipal Corporation, with principal offices located at 16099 Foltz Parkway, Strongsville, Ohio 44149, and the **CITY OF BROOK PARK, OHIO** ("Brook Park"), an Ohio Municipal Corporation, with principal offices located at 6161 Engle Road, Brook Park, Ohio 44142.

WHEREAS, Ohio Revised Code Section 737.04 authorizes the legislative authority of any municipal corporation to enter into a contract with another municipal corporation, upon any terms that are agreed upon, for police protection services; and

WHEREAS, Ohio Revised Code Section 9.60 authorizes a governmental entity to contract with another jurisdiction to obtain fire protection or emergency medical services; and

WHEREAS, Strongsville and Brook Park are both charter municipalities with constitutionally-granted home rule powers; and

WHEREAS, Brook Park seeks to obtain additional police and fire protection services from the City of Strongsville in the form of dispatch services ("Public Safety Services"); and

WHEREAS, the Strongsville City Council on _____, passed Ordinance No._____, authorizing this Agreement with Brook Park for public safety services; and

WHEREAS, the Brook Park City Council on _____, passed Ordinance No._____, authorizing this Agreement with Strongsville for purchase of public safety services; and

WHEREAS, it is the desire of Strongsville and Brook Park to provide for public safety services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

ARTICLE I – PUBLIC SAFETY DISPATCH SERVICES

A. Dispatch Services: Strongsville, through its dispatch center located at the City's Communications Center at 13213 Pearl Road, Strongsville, Ohio, ("Dispatch Center"), agrees to dispatch Brook Park Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Brook Park Police Department and the Brook Park Fire Department and other public safety resources (such as animal control situations that are a threat to public safety) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function ("Dispatch Services"). Dispatch Services include but are not limited to the following: dispatching of Brook

Park police, fire, EMS and service resources on emergency and non-emergency incidents, tracking and documenting the activity of Strongsville personnel providing dispatch services to Brook Park on incidents, providing communication support on incidents, providing routine call information data, maintaining Dispatch Services to be Police LEADS capable, and fire station alerting system. The Dispatch Services including processing of calls, to be made available and provided to Brook Park shall be equivalent to those Dispatch Services that are provided to the City of Strongsville, and any and all other communities served by Strongsville Dispatch.

B. Dispatch Services Equipment: Strongsville shall furnish all equipment necessary to provide the Dispatch Services to Brook Park, including but not limited to all initial base station radio equipment, furniture, consoles and telephone equipment directly related to dispatch functions, and shall routinely maintain such equipment in a reasonable manner. Brook Park shall deliver to Strongsville any radio consoles and Emergency Call Works telephone equipment it owns or has control over, including any consoles or equipment it previously delivered to the Parma Com Center._All decisions relating to the provision, maintenance, upgrading, and replacement of such equipment are and shall remain within the sole discretion of Strongsville. However, the parties agree that notice of major capital expenditures which may impact Brook Park shall be provided thirty (30) days prior to implementation; with payment to be governed by Article I(F) hereafter.

Brook Park shall provide all equipment necessary to receive the Dispatch Services in the field provided by Strongsville, including portable radios, mobile radios, mobile data terminals, in-car radio equipment, video cameras and monitors, and any other communications equipment, and shall maintain and replace such equipment in a manner that ensures compatibility with Strongsville's provision of Dispatch Services. Brook Park agrees to update and/or replace all equipment necessary to receive the Dispatch Services provided by Strongsville as may be necessary to ensure the provision of Dispatch Services.

Brook Park acknowledges that Strongsville in the future may incur additional costs in upgrading, repairing, and replacing equipment necessary to provide the Dispatch Services for the benefit of Brook Park and other communities. Brook Park and Strongsville agree to negotiate, in good faith, their respective responsibility for any such costs for the benefit of Brook Park that are not reimbursed by grants.

Brook Park shall be solely responsible to individually pay for its own user fees for all ancillary subscription services, including but not limited to LEADS, CAD, RMS, MDC airtime, public notification, reverse 911 system, Code Red Alert System, and staff call-in systems.

C. Personnel: Strongsville shall provide all personnel necessary to provide Dispatch Services to Brook Park. All staffing issues, including the number of dispatchers working at any given time, shall be determined by the Strongsville Chief of Police, Fire Chief and Safety Director. Strongsville shall be solely responsible for the management of all Dispatch Center personnel and all personnel-related issues are within the sole management discretion of Strongsville.

Strongsville agrees after the effective date of this Agreement and prior to the commencement of services date to increase the total number of dispatchers employed by Strongsville as necessary within its discretion to handle the increased volume of dispatch activity generated as a result of this Agreement. Any additional positions created shall be either full-time or part-time bargaining unit positions. Thereafter, during the term of this Agreement, Strongsville will have the sole right within its discretion to hire and employ additional full-time dispatchers

through the Civil Service process, as well as additional part-time dispatchers independent of the Civil Service process.

The parties agree that, in the event this Agreement is terminated, Strongsville will experience a lack of work and/or lack of funds and will not be obligated to retain any new dispatch positions created by this Agreement. The parties further agree, in the event this Agreement is terminated, that layoffs of dispatch personnel shall occur in accordance with the collective bargaining agreement then in effect between the City of Strongsville and the Fraternal Order of Police Parma Lodge 15 (Dispatchers) or any other applicable agreement then in effect.

D. Operating Procedures/Operations: Control of operating procedures and operations for the dispatch center shall generally rest within the sole discretion of Strongsville. However, Strongsville agrees to undertake consultations in advance with Brook Park and any other contracting communities regarding any proposed material changes in operating procedures or policies, through a joint advisory board composed of two (2) representatives from each contracting community, being the Police and Fire Chiefs of each participating municipality/township or their respective designees. The board shall be established to meet periodically and make non-binding recommendations to the City of Strongsville concerning such operating procedures or policies, including but not limited to review, revisions and recommended changes concerning training standards and requirements; standard operating guidelines, policies and procedures; and purchasing and replacement of technical equipment to enhance operations and public safety. Supervision and management over dispatch personnel shall lie solely with the City of Strongsville. Notwithstanding the above, nothing undertaken by the City of Strongsville in connection with its operation of the dispatch center shall materially interfere with the standard operating procedures, response protocols, or other internal operations of Brook Park or the other various individual contracting communities. Notwithstanding the above, the parties will utilize best efforts to seek maximum participation by all communities in the process of determining future procedures and policies for dispatch center operations.

E. Payment for Dispatch Services: Brook Park, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Forty-Three Thousand Three Hundred Thirty-Three Dollars and 33/100 ($43,333.33) per month by the first (1st) of each month for Dispatch Services provided in that month.

The parties agree to meet directly and/or through the Advisory Board by October 1st of each calendar year, or such other date as is mutually agreeable, to evaluate the sufficiency of payments for future Dispatch Services and to discuss in good faith any proposed changes whether increases or decreases in user fees based on an operational cost analysis to include evaluation of costs distribution, changes in workloads, economies of scale and labor costs.

In any event, if workload volume directly related to Brook Park increases to a point that additional staffing becomes necessary, the City of Strongsville may within its sole discretion, but after consultation with Brook Park, increase monthly fees, and if announced by August 1st for the following calendar year. Notwithstanding, the parties further agree that the foregoing monthly payments shall increase, as necessary, to cover any additional expenses, including contractual wage increases, health insurance increases, and other personnel-related costs, associated with Strongsville's cost of employing the additional dispatch personnel necessary to provide Dispatch Services to Brook Park. Strongsville shall notify Brook Park, in writing, of any such additional

expenses at least thirty (30) days prior to the effective date of any increase in payment to Strongsville for dispatch services.

F. No Obligation to Respond/No Liability: This Agreement is not intended to and shall not be construed to require Strongsville to respond beyond the dispatch function to calls or incidents whether of a law enforcement, fire or EMS basis, nor to otherwise provide law enforcement services for events that occur in Brook Park. In this regard, Strongsville shall have no liability or responsibility for the actions, errors, omissions or negligence of the Brook Park Police or Fire safety forces or service personnel in responding to any dispatch calls taken through the Dispatch Center. And Brook Park shall maintain proper levels of insurance in this regard. Notwithstanding this provision, Strongsville may render assistance in accordance with Ohio law, any current mutual aid agreements, and/or any current agreements for dispatch services.

ARTICLE II – TERM/TERMINATION

Strongsville shall begin providing the Public Safety Services at twelve a.m. on November 1, 2018 ("commencement of services date"). This Agreement shall remain in effect for an initial term of fourteen (14) months ending on December 31, 2019, but will renew thereafter automatically from year to year unless terminated upon six (6) months advance written notice by either party terminating the Agreement, with or without cause for any reason or no reason.

ARTICLE III – CUYAHOGA COUNTY SHARED SERVICES FUND

Strongsville also is likely to file an application and seek funding from Cuyahoga County through its Shared Services Fund in order to obtain funding for various aspects of the combined dispatch center, including those not eligible for funding under the FEMA grant, and/or dispatch or communication function, including purchase of equipment beneficial to those communities which receive the dispatch services. In such event, Brook Park agrees to fully cooperate and do whatever is reasonably necessary on its part to facilitate the application for and processing/implementation of such funding which will benefit some or all communities that are part of the combined dispatch center, including but not limited to Berea, Brook Park, Olmsted Falls, Royalton and Strongsville and any others participating in the shared services. However, if Cuyahoga County for some reason should fail to provide all funding which has been requested, then in such event, the City of Strongsville will have no further individual obligations arising from this Article, beyond the other terms and conditions of this Agreement.

In the event that funding from Cuyahoga County Shared Services is granted, Brook Park and the parties agree to establish procedures for implementation and prioritization of such funding.

ARTICLE IV – PUBLIC RECORDS

The parties agree and acknowledge that records created pursuant to this Agreement may be public records under the Ohio Public Records Act and agree to coordinate with each other, in a timely manner, on responses to public records requests and with regard to determination of records schedules retention periods and times for destruction. Notwithstanding this provision, the parties agree that nothing in this Article shall be construed as limiting a party from responding to a public records request in accordance with Ohio law. Processes will be established to enable Brook Park to obtain access to its recordings of radio and telephone traffic.

ARTICLE V – NOTICE

All notices required hereunder shall be in writing and delivered to the following addresses:

Strongsville:

Contact Name:	Mayor Thomas P. Perciak
Address:	16099 Foltz Parkway, Strongsville, OH 44149
Telephone:	440-580-3100
e-mail:	tom.perciak@strongsville.org

With a copy to:

Contact Name:	Neal M. Jamison, Law Director
Address:	16099 Foltz Parkway, Strongsville, OH 44149
Telephone:	440-580-3145
e-mail:	strongsville.law@strongsville.org

Brook Park:

Contact Name:	Mayor Michael D. Gammella
Address:	Brook Park City Hall 6161 Engle Road, Brook Park, OH 44142
Telephone:	216-433-1300
e-mail:	mgammella@cityofbrookpark.com

With a copy to:

Contact Name:	Carol Dillon Horvath, Law Director
Address:	Brook Park City Hall 6161 Engle Road, Brook Park, OH 44142
Telephone:	216-433-1300
e-mail:	chorvath@cityofbrookpark.com

Any notice or communication shall be deemed effectively given (a) on the date of delivery, if delivered by hand or (b) on the date mailed if sent by overnight express delivery or U.S. Mail.

ARTICLE VI – CERTIFICATION OF FUNDS

Ohio Revised Code Section 5705.41 requires Brook Park to certify that the funds necessary to pay for this Agreement have been appropriated and either collected or are in the process of collection. Brook Park and Strongsville acknowledge and agree this Agreement may automatically renew, and does not provide for a specified final term or end date.

Brook Park, in accordance with Ohio Revised Code Section 5705.41, will initially certify this Agreement for Five Hundred Twenty Thousand Dollars and 00/100 ($520,000.00) and shall re-certify this Agreement each year it is in effect for such amounts as may be required to ensure

its respective obligations under this Agreement. Upon obtaining the appropriation of additional funds, the Agreement shall be re-certified by the Treasurer or Finance Director of Brook Park; and a copy of the additional certification shall be provided to Strongsville's Finance Director.

Failure to certify additional funds, as required by this Agreement, shall be grounds for immediate termination of this Agreement.

ARTICLE VII – MISCELLANEOUS PROVISIONS

A. Entire Agreement: This Agreement represents the entire and integrated agreement between Strongsville and Brook Park concerning the within subject, and supersedes all prior negotiations, representations or agreements, either written or oral.

B. Modification of Contract: It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties and duly approved and authorized by each party's legislative authority in accordance with the laws of the State of Ohio and of each individual party.

C. Multiple Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

D. Assignment of Contract: Neither party shall assign, delegate, or subcontract any portion of the Dispatch Services without prior written express approval of the other party.

E. Choice of Law/Forum: This Agreement shall be deemed made and entered into in the State of Ohio and shall be governed by and construed in accordance with the law of Ohio. Any controversy or claim related directly or indirectly to this Agreement will be resolved in the appropriate court in Cuyahoga County, Ohio.

F. Severability: If any provision of this Agreement, or any covenant, obligation or agreement contained here is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if such invalid or unenforceable provision were not contained herein. Such invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement, shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

G. Other Similar Agreements by Strongsville: Nothing in this Agreement is intended to nor shall it serve to in any way limit the sole and unfettered discretion of the City of Strongsville to contract with other municipalities, townships or political subdivisions for dispatch services and to establish appropriate fees for such purpose totally independent of the arrangement and fees determined for services provided under the within Agreement.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT as of the _____ day of _____, 2018.

CITY OF BROOK PARK
("BROOK PARK")

Mayor Michael D. Gammella
City of Brook Park

Approved as to form:

City of Brook Park Law Department
Carol Dillon Horvath, Law Director
Brook Park City Hall,
6161 Engle Road
Brook Park, OH 44142
216-433-1300

CITY OF STRONGSVILLE
("STRONGSVILLE")

Mayor Thomas P. Perciak
City of Strongsville

Approved as to form:

City of Strongsville Law Department
Neal M. Jamison, Law Director
16099 Foltz Parkway
Strongsville, OH 44149
440-580-3145

INITIAL CERTIFICATION OF AVAILABLE FUNDS

I certify that the money required to meet the first year of this proposal has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

Date

Finance Director, City of Brook Park, Ohio