NOTICE
SPECIAL MEETING OF COUNCIL

Clerk's Office, Brook Park, Ohio

MARCH 22, 2019

TO: COUNCILMEMBERS STEMM, MENCINI, ORCUTT, SCOTT, BURGIO, POINDEXTER, SALVATORE, COUNCIL PRESIDENT VECCHIO, MAYOR GAMMELLA, LAW DIRECTOR HORVATH, FINANCE DIRECTOR CINGLE

YOU ARE HEREBY NOTIFIED THAT A SPECIAL MEETING OF COUNCIL HAS BEEN CALLED FOR THE PURPOSE OF:

_____ COUNCIL MEETING **XXX** CAUCUS MEETING

_____EXECUTIVE SESSION _____ OTHER (Specify)

Such special meeting will accordingly be held on TUESDAY, the 26th day of MARCH, at 6:30 P.M. at the place of holding regular meetings. (*Refer to Rules of Council, No. 4, if applicable.)

SUBJECT:

ROLL CALL OF MEMBERS

PLEDGE OF ALLEGIANCE

DISCUSSION:

1. 2018 BUDGET

FINANCE COMMITTEE - CHAIRMAN, SCOTT:
SEE ATTACHED SHEET FOR LEGISLATION TITLE

RECREATION COMMITTEE - CHAIRMAN, SALVATORE:
SEE ATTACHED SHEET FOR LEGISLATION TITLE

ADJOURNMENT

Michael L. Vecchio
President of Council

Clerk of Council

FINANCE COMMITTEE - CHAIRMAN, SCOTT:

1. AN ORDINANCE TO PROVIDE FOR THE APPROPRIATIONS OF THE CITY OF BROOK PARK, STATE OF OHIO, FOR FISCAL YEAR ENDING DECEMBER 31, 2019. Introduced by Mayor Gammella

RECREATION COMMITTEE - CHAIRMAN, SALVATORE:

1. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ADDENDUM TO A MEMORANDUM OF UNDERSTANDING WITH EXHIBITS, AN AGREEMENT REGARDING A SCHOOL RESOURCE OFFICER, (EXHIBIT C) AND A LEASE AND MAINTENANCE AGREEMENT (EXHIBIT D) WITH THE BEREA SCHOOL DISTRICT FOR EXCHANGE OF APPROXIMATELY 18 ACRES OF LAND KNOWN AS BROOK PARK MEMORIAL (P.P.N. 343-17-001) AND 10 ACRES OF LAND KNOWN AS BROOKVIEW ELEMENTARY (P.P.N. 344-15-008, 344-20-086 AND 344-15-178) FOR A LEASEHOLD OF A BASEBALL FIELD LOCATED AT KENNEDY BASEBALL FIELD AND OTHER CONSIDERATION, PURSUANT TO ORC 3113.04 AND ORC 3113.41 AND DECLARING AN EMERGENCY. Introduced by Mayor Gammella

P/C 3/19/19 Finance
Sp, Caucus 3/26/19
1st R
2nd R
3rd R
B/C

ORDINANCE NO:

INTRODUCED BY: Mayor Gammella

AN ORDINANCE TO PROVIDE FOR THE APPROPRIATIONS OF THE CITY OF BROOK PARK, STATE OF OHIO, FOR FISCAL YEAR ENDING DECEMBER 31, 2019

WHEREAS, it is necessary for the Council of the City of Brook Park, State of Ohio, to appropriate funds to meet current expenses of the said City for the fiscal year ending December 31, 2019.

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

SECTION 1: That to provide for the current expenses and other expenditures of the City of Brook Park, Ohio for the fiscal year ending December 31, 2019, there be appropriated the total of $61,052,726.20 as shown in Sections 2 thru 9 of this ordinance.

SECTION 2: THAT THERE BE APPROPRIATED FROM THE GENERAL FUND THE FOLLOWING AMOUNTS:

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
100	GENERAL FUND							
	110	COUNCIL	143,121.04	24,070.78				167,191.82
	111	CLERK OF COUNCIL	102,807.55	4,550.00				107,357.55
	210	MAYOR'S COURT	148,360.63	14,580.16				162,940.79
	211	MUNICIPAL COURT						0.00
	320	PLANNING COMMISSION	6,927.00					6,927.00
	325	COMMUNITY DEVELOPMENT	114,704.98	3,100.00				117,804.98
	330	CIVIL SERVICE COMMISSION	28,670.86	10,464.00				39,134.86
	335	BOARD OF ZONING APPEALS	9,697.80	100.00				9,797.80
	340	RECREATION COMMISSION	6,927.00					6,927.00
	341	RECREATION CENTER	564,622.00	211,777.64			250.00	776,649.64
	342	PARKS AND PLAYGROUNDS	184,968.68	116,210.05				301,178.73
	343	PUBLIC RECREATION	22,531.03	27,250.00				49,781.03
	345	HOME DAYS CELEBRATION	24,060.73	47,550.00				71,610.73
	351	CHARTER REVIEW COMMISSION		300.00				300.00
	400	MAYOR'S OFFICE	346,823.58	21,712.71				368,536.29
	402	HUMAN RESOURCES	102,207.78	11,609.76				113,817.54
	405	CORRECTIONAL FACILITY	215,377.04	48,933.75				264,310.79
	407	SAFETY TOWN		4,000.00				4,000.00
	409	MECHANICS	619,836.07	10,600.00				630,436.07
	410	SAFETY DIRECTOR						0.00
	411	SAFETY BUILDING	60,494.63	1,154,535.76				1,215,030.39
	412	POLICE DEPARTMENT	4,321,652.22	255,975.11				4,577,627.33
	413	FIRE DEPARTMENT	4,052,182.57	246,236.56				4,298,419.13
	414	DISASTER SERVICE	11,082.47	9,250.00				20,332.47
	415	BUILDING DEPARTMENT	515,579.13	58,156.10			250.00	573,985.23
	418	SCHOOL GUARDS	83,813.81					83,813.81
	419	ANIMAL WARDEN	100,291.67	18,756.32				119,047.99
	420	SERVICE DIRECTOR	129,628.12	13,834.89				143,463.01
	421	ENGINEERING		48,000.00				48,000.00
	422	SERVICE BUILDING	90,682.47	227,885.72				318,568.19
	423	SANITATION	444,052.69	644,890.90				1,088,943.59
	424	STREET CLEANING	90,267.23	4,950.00				95,217.23
	426	TRAFFIC SIGNS	77,076.85	4,100.00				81,176.85
	427	TREES AND TREE LAWNS	174,856.16	25,626.05				200,482.21
	428	PUBLIC PROPERTIES	350,033.95	14,700.00				364,733.95
	429	SEWER AND DRAINS	678,821.22	156,863.60				835,684.82
	432	SNOW REMOVAL	115,450.00	437,864.75				553,314.75
	433	STREET LIGHTING		403,000.00				403,000.00
	434	TRAFFIC LIGHTS		70,288.95				70,288.95
	500	LEGAL DEPARTMENT	348,161.43	8,953.30				357,114.73
	610	FINANCE DEPARTMENT	478,991.61	87,369.45				566,361.06

FUND	COST CNTR	DEPARTMENT						TOTAL APPROPRIATIONS
	630	TAX REVIEW BOARD						0.00
	641	OFFICE OF AGING	36,262.85	4,590.94				40,853.79
	650	RETIREES		140,000.00				140,000.00
	700	GENERAL GOVT. LANDS & BLDGS.	1,731.75	166,254.57				167,986.32
	821	P.E.R.S.						0.00
	825	WORKERS' COMPENSATION	335,000.00					335,000.00
	826	UNEMPLOYMENT COMP.	3,000.00					3,000.00
	830	ELECTIONS		2,357.03				2,357.03
	831	AUDITOR & TREAS. FEES		28,000.00				28,000.00
	840	INSURANCE AND BONDING		300,000.00				300,000.00
	850	COUNTY BOARD OF HEALTH		91,065.00				91,065.00
	874	MISC. EXECUTIVE		286,095.25				286,095.25
	880	TRANSFERS, REFUNDS & OTHER		2,450.00			2,223,688.81	2,226,138.81
			15,140,756.60	5,468,859.10	0.00	0.00	2,224,188.81	22,833,804.51

SECTION 3: THAT THERE BE APPROPRIATED FROM THE SPECIAL REVENUE FUNDS THE FOLLOWING AMOUNTS:

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
210		CITY INCOME TAX FUND						
	440	TAX DEPARTMENT	292,283.15	136,681.05			20,399,519.30	20,828,483.50
211		CITY TAX OPERATIONAL CASH FUND						
	440	TAX DEPARTMENT		100.00				100.00
215		ADMISSIONS TAX FUND						
	440	TAX DEPARTMENT	31,407.00	6,485.70				37,892.70
220		HOTEL, MOTEL TAX FUND						
	440	TAX DEPARTMENT						0.00
240		STREET C.M. & REPAIR FUND						
	425	STREET PAVING AND REPAIR	505,099.81	123,525.24				628,625.05
241		STATE HWY. IMPROVEMENT FUND						
	425	STREET PAVING AND REPAIR	173.18	33,387.57				33,560.75
242		PERMISSIVE TAX FUND						
	425	STREET PAVING AND REPAIR		56,957.69	78,361.21			135,318.90
243		ECONOMIC DEVELOPMENT FUND						
	325	COMMUNITY DEVELOPMENT		732,261.37				732,261.37
244		BROOKPARK ROAD CORRIDOR FUND						
	325	COMMUNITY DEVELOPMENT						0.00
245		CDBG FUND						
	325	COMMUNITY DEVELOPMENT					112,602.00	112,602.00
250		SPECIAL RECREATION FUND						
	343	PUBLIC RECREATION		113,205.00	15,000.00		1,500.00	129,705.00
251		KENNEDY PARK CONCESSION FUND						
	342	PARKS AND PLAYGROUNDS						0.00
254		CONCESSION STAND PETTY CASH FUND						
	343	PUBLIC RECREATION		1,480.00				1,480.00
255		RECREATION CENTER CONCESSION FUND						
	342	PARKS AND PLAYGROUNDS						0.00
261		HUFSEY/FORBES CONCESSION FUND						
	342	PARKS AND PLAYGROUNDS						0.00
262		AMERICAN LEGION CONCESSION FUND						
	342	PARKS AND PLAYGROUNDS						0.00
263		WEDO PARK CONCESSION FUND						
	342	PARKS AND PLAYGROUNDS						0.00
264		WATER PARK FUND						
	342	PARKS AND PLAYGROUNDS	56,804.86	19,517.00			500.00	76,821.86
265		PLANT LANE CONCESSION FUND						
	342	PARKS AND PLAYGROUNDS						0.00
266		FURTHERANCE OF JUSTICE FUND						
	412	POLICE DEPARTMENT						0.00
270		LAW ENFORCEMENT FUND						
	412	POLICE DEPARTMENT		4,000.00	25,000.00			29,000.00
271		DWI ENFORCEMENT & EDUCATION FUND						
	412	POLICE DEPARTMENT		5,000.00				5,000.00
272		FEDERAL FORFEITURE FUND						
	412	POLICE DEPARTMENT		1,500.00	84,890.00			86,390.00
273		COMMUNITY DIVERSION PROGRAM FUND						
	412	POLICE DEPARTMENT	1,154.50	200.00				1,354.50
275		CONT. TRAIN. PROGRAM FUND						
	412	POLICE DEPARTMENT		2,500.00				2,500.00
280		FEMA FUND						
	700	GENERAL GOVT. LANDS & BLDGS.						0.00
290		INSURANCE FUND						
	840	INSURANCE AND BONDING		65,317.61				65,317.61
			886,922.50	1,302,118.23	203,251.21	0.00	20,514,121.30	22,906,413.24

SECTION 4: THAT THERE BE APPROPRIATED FROM THE DEBT SERVICE FUND THE FOLLOWING AMOUNTS:

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
310		GENERAL BOND RETIREMENT FUND						
	871	DEBT RETIREMENT				700,830.12		700,830.12
	872	DEBT SERVICE				368,257.50		368,257.50
			0.00	0.00	0.00	1,069,087.62	0.00	1,069,087.62

SECTION 5: THAT THERE BE APPROPRIATED FROM THE CAPITAL IMPROVEMENT FUND THE FOLLOWING AMOUNTS:

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
401		CAPITAL IMPROVEMENT FUND						
	110	COUNCIL			774.04			774.04
	210	MAYOR'S COURT			8,175.00			8,175.00
	341	RECREATION CENTER			31,102.68			31,102.68
	342	PARKS AND PLAYGROUNDS						0.00
	400	MAYOR'S OFFICE			1,603.28			1,603.28
	409	MECHANICS						0.00
	411	SAFETY BUILDING			184,798.41			184,798.41
	412	POLICE DEPARTMENT			154,370.29			154,370.29
	413	FIRE DEPARTMENT			232,179.21			232,179.21
	415	BUILDING DEPARTMENT			23,000.78			23,000.78
	422	SERVICE BUILDING			52,995.64			52,995.64
	423	SANITATION			160,262.45			160,262.45
	425	STREET C.M. AND REPAIR			25,000.00			25,000.00
	429	SEWERS AND DRAINS			156,049.30			156,049.30
	432	SNOW REMOVAL			129,677.71			129,677.71
	433	STREET LIGHTING						0.00
	440	TAX DEPARTMENT			5,229.44			5,229.44
	500	LEGAL DEPARTMENT			3,761.90			3,761.90
	610	FINANCE DEPARTMENT			5,818.80			5,818.80
	641	OFFICE OF AGING			61,379.00			61,379.00
	700	GENERAL GOVT. LANDS & BLDGS.			178,009.06			178,009.06
	880	TRANSFERS, REFUNDS & OTHER					2,155,045.51	2,155,045.51
			0.00	0.00	1,414,186.99	0.00	2,155,045.51	3,569,232.50

SECTION 6: THAT THERE BE APPROPRIATED FROM THE CAPITAL CONSTRUCTION FUNDS THE FOLLOWING AMOUNTS:

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
459		DITCH CLEANING PROGRAM FUND						
	429	SEWER AND DRAINS						0.00
517		SOUND INSULATION;PROGRAM FUND						
	325	COMMUNITY DEVELOPMENT		132,809.00				132,809.00
521		CAPITAL CONSTRUCTION FUND						
	425	STREET PAVING AND REPAIR						0.00
540		SNOW ROAD RESURFACING FUND						
	425	STREET PAVING AND REPAIR		11,757.52				11,757.52
543		2017 STREET IMPROVEMENTS FUND						
	425	STREET PAVING AND REPAIR		35,646.00	374,283.13			409,929.13
545		2018/2019 STREET IMPROVEMENTS FUND						
	425	STREET PAVING AND REPAIR		480,586.86	5,290,018.00			5,770,604.86
			0.00	660,799.38	5,664,301.13	0.00	0.00	6,325,100.51

SECTION 7: THAT THERE BE APPROPRIATED FROM THE ADDITIONAL SPECIAL REVENUE FUNDS AND AGENCY FUNDS THE FOLLOWING AMOUNTS:

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
691		RETIREES' ACCRUED BENEFITS FUND						
	650	RETIREES	280,000.00					280,000.00
711		POLICE PENSION FUND						
	412	POLICE DEPARTMENT	706,329.54					706,329.54
712		FIRE PENSION FUND						
	413	FIRE DEPARTMENT	833,306.78					833,306.78
713		SOUTHWEST GENERAL HOSPITAL FUND						
	851	HEALTH & WELFARE		124,162.00				124,162.00
714		CASH BONDS HELD FUND						
	874	MISC. EXECUTIVE		78,508.53				78,508.53
716		BUILDING STANDARDS BOARD FUND						
	415	BUILDING DEPARTMENT					7,168.73	7,168.73
717		UNCLAIMED MONIES FUND						
	874	MISC. EXECUTIVE						0.00
750-777		PAYROLL ACCOUNTS FUND						
	573	EMPLOYEE CONTRIBUTION					94,733.27	94,733.27
			1,819,636.32	202,670.53	0.00	0.00	101,902.00	2,124,208.85

SECTION 8: THAT THERE BE APPROPRIATED FROM THE SPECIAL ASSESSMENT BOND RETIREMENT FUND THE FOLLOWING AMOUNTS:

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
920		SPECIAL ASSESSMENT B.R.F.						
	871	DEBT RETIREMENT				45,000.00		45,000.00
	872	DEBT SERVICE		750.00		13,642.50		14,392.50
			0.00	750.00	0.00	58,642.50	0.00	59,392.50

SECTION 9: THAT THERE BE APPROPRIATED FROM THE MEDICAL BENEFITS FUND THE FOLLOWING AMOUNTS:

FUND	COST CNTR	DEPARTMENT	51000-51999 PERSONAL SERVICES	52000-52999 OPERATIONS	55000-55999 CAPITAL OUTLAY	56000-56999 DEBT SERVICE	57000-57999 TRANSFERS & REFUNDS	TOTAL APPROPRIATIONS
690		MEDICAL BENEFITS FUND						
	840	INSURANCE AND BONDING	2,164,836.47	650.00				2,165,486.47
			2,164,836.47	650.00	0.00	0.00	0.00	2,165,486.47
			20,012,151.89	7,635,847.24	7,281,739.33	1,127,730.12	24,995,257.62	61,052,726.20

SECTION 10: 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 11: This ordinance is hereby declared to be necessary for the immediate preservation of the public peace, health and safety. Such necessity exists by reason of the fact that funds must be made available and be appropriated to provide for the current expenses and payments thereof for the fiscal year ending December 31, 2019. Therefore, this ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

PASSED: _____

_____
PRESIDENT OF COUNCIL

ATTEST: _____

APPROVED: _____
MAYOR

DATE: _____

P/C 3/19/19 Recreation
Sp, Caucus 3/26/19
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 ENTER INTO AN ADDENDUM TO A MEMORANDUM OF UNDERSTANDING WITH EXHIBITS, AN AGREEMENT REGARDING A SCHOOL RESOURCE OFFICER, (EXHIBIT C), AND A LEASE AND MAINTENANCE AGREEMENT (EXHIBIT D) WITH THE BEREA SCHOOL DISTRICT FOR EXCHANGE OF APPROXIMATELY 18 ACRES OF LAND KNOWN AS BROOK PARK MEMORIAL (P.P.N. 343-17-001) AND 10 ACRES OF LAND KNOWN AS BROOKVIEW ELEMENTARY (P.P.N. 344-15-008, 344-20-086 AND 344-15-178) FOR A LEASEHOLD OF A BASEBALL FIELD LOCATED AT KENNEDY BASEBALL FIELD AND OTHER CONSIDERATION, PURSUANT TO ORC 3113.04 AND ORC 3113.41 AND DECLARING AN EMERGENCY

WHEREAS, the City of Brook Park (the City) is the owner of a baseball field located at Kennedy Baseball Field which is suitable for OHSAA varsity competition and,

WHEREAS, Berea City School District is the owner of two properties knows as Brook Park Memorial ("Memorial on approximately 18 acres) and Brookview Elementary ("Elementary" on approximately 10 acres) and consisting of the land and all improvements, rights, privileges and easements belonging to or in any way appertaining thereto (collectively "the District's Premises"), and

WHEREAS, The District is developing a new elementary school in Brook Park consisting of a new 100,000 square foot elementary on its property that will serve the District's students, and

WHEREAS, Council previously passed Ordinance No. 11052-2018, authorizing the Mayor to enter into a Memorandum of Understanding with Berea City School District for the exchange of land pursuant to ORC 3113.04 and ORC 3114.41 on December 18, 2018, and

WHEREAS, Council previously passed Ordinance No. 11053-2018, authorizing the Mayor to enter into A Lease Agreement with Berea City School District, and

WHEREAS, City and District want to memorialize a School Resource Officer (SRO) program and,

WHEREAS, City and District have agreed to exchange the Memorial and Elementary for a leasehold interest in the Baseball Field, waiver of building permit fees and certain allocation of expenses associated with the SRO, pursuant to Ohio Revised Code Sections 3313.40 and 3313.41, subject to the terms and conditions hereinafter set forth in the attached Addendum to the Memorandum of Understanding with Exhibits, an Agreement regarding the School Resource Officer (Exhibit C) and a Lease and Maintenance Agreement (Exhibit D);

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 a Addendum to a Memorandum of Understanding with Exhibits, an Agreement regarding a School Resource Officer, and a Lease and Maintenance Agreement with the Berea School District, for the exchange of approximately 18 acres of land known as Brook Park Memorial, and 10 acres of land known as Brookview Elementary for a leasehold of a baseball field located at Kennedy Baseball Field and other consideration pursuant to ORC 3113.04 and ORC 3113.41 as described in the attached Addendum to Memorandum of Understanding with Exhibits, a copy of which is attached hereto.

SECTION 2: The Council hereby appropriates sufficient funds to effectuate the provisions contained in Section 1 hereof and the Director of Finance/Taxation is hereby authorized to transfer the funds necessary to complete this expenditure from the available funds of the City. The Director of Finance/Taxation is hereby further authorized to issue the fiscal officer's certificate necessary to make the expenditures as described in Section 1 hereof, and is further directed to issue vouchers of this City in the amounts and for the purposes expressed in Section 1 hereof, said amounts to be charged to the appropriately designated Fund.

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 into an Addendum to a Memorandum of Understanding with Exhibits, with the School District for the exchange of land pursuant to ORC 3113.04 and ORC 3113.41; 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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "Agreement"), dated as of February 11, 2019 is made between the **Berea City School District** (hereinafter collectively called "District"), and the **City of Brook Park** (hereinafter called "City" and together, with the District "the Parties").

Recitals:

A. City is the owner of a baseball field located at 16900 Holland Road which is suitable for Ohio High School Athletic Association (OHSAA) varsity competition.

B. District is the owner of two properties known as Brook Park Memorial ("Memorial on approximately 18 acres Parcel #343-17-001) and Brookview Elementary ("Elementary" on approximately 10 acres Parcel #'s 344-15-178; 344-29-086; 344-15-008) as described on **Exhibits A** and **Exhibit B to be attached hereto,** and incorporated by reference) and consisting of the land and all improvements, rights, privileges and easements belonging to or in any way appertaining thereto (collectively "the District's Premises").

C. District is developing a new elementary school in Brook Park consisting of a new 100,000 square foot elementary on its property that will serve the District's students (the Project).

D. City and District want to memorialize the School Resource Officer (SRO) program as described herein and on **Exhibit C** attached hereto.

E. City and District have agreed to exchange the Memorial and Elementary for a leasehold interest in the Baseball Field, waiver of building permit fees and certain allocation of expenses associated with the SRO, pursuant to Ohio Revised Code Sections 3313.40 and 3313.41, subject to the terms and conditions hereinafter set forth and to be developed in a subsequent real estate purchase agreement.

NOW, THEREFORE, the City and District agree as follows:

1. **Baseball Field.** The City agrees to lease to the District the Baseball Field for a period of 50 years as described in **Exhibit D**. The District's leasehold shall be exclusive during the high school baseball season. The District shall have a license to use driveways, parking lots and restrooms facilities as needed and to facilitate the use of the baseball field. The City will provide a location for storage of maintenance equipment, bases and other related equipment. The City will also permit the District's baseball players, coaches and spectators to use the restrooms in the recreation center until such time as restrooms are constructed servicing the park. The District may make improvements to the Baseball Field as described in **Exhibit E**.

The City will reimburse the District for those Exhibit E improvements as described in the Lease.

2. **Memorial and the Elementary Schools.** The District will transfer to the City via quitclaim deeds the Memorial and Elementary Schools. The District shall retain the right to use the Schools until they are no longer needed for School District purposes. In all events, the two schools will be transferred no later than 90 days after the conclusion of the 2019-2020 school year.

The District may remove from the Memorial and Elementary Schools technology and educational materials and equipment.

3. **Permit Fees.** The City agrees to waive all permit or building fees for the New Brook Park Elementary School.

4. **Conveyance.** All conveyances will be by quitclaim deed (the "Deed"), free and clear from all liens and encumbrances, except the following (collectively, the "Permitted Exceptions") (i) all real estate taxes and assessments, both general and special ("Taxes"), not yet due and payable; (ii) any title and survey exceptions which are not objected to by the City or which are objected to by the City, but which the District does not agree to cure or is not required to cure pursuant to the purchase agreement; (iii) zoning and building ordinances; (iv) those matters mutually agreed upon by District and City as set forth in the purchase agreement; when and if closing occurs, good, marketable, indefeasible, fee simple title to the Premises.

5. **Condition of the Premises**. The District Premises shall be delivered free of all trash, debris, and parties in possession to the City at Closing.

6. **School Resource Officer**. The City shall pay 100% of the costs of a School Resource Officer until the end of the school year 2022-2023. Beginning in the school year 2023-2024, the Parties shall share the costs of the SRO. The parties shall execute a SRO Agreement in the form of Exhibit C.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date above first written.

For Berea City School District ("District")

By: Michael Sheppard

Its: Superintendent of Schools, Michael Sheppard

By: Ana Chapman

Its: Berea Board of Education President, Ana Chapman

By: Jill A Rowe

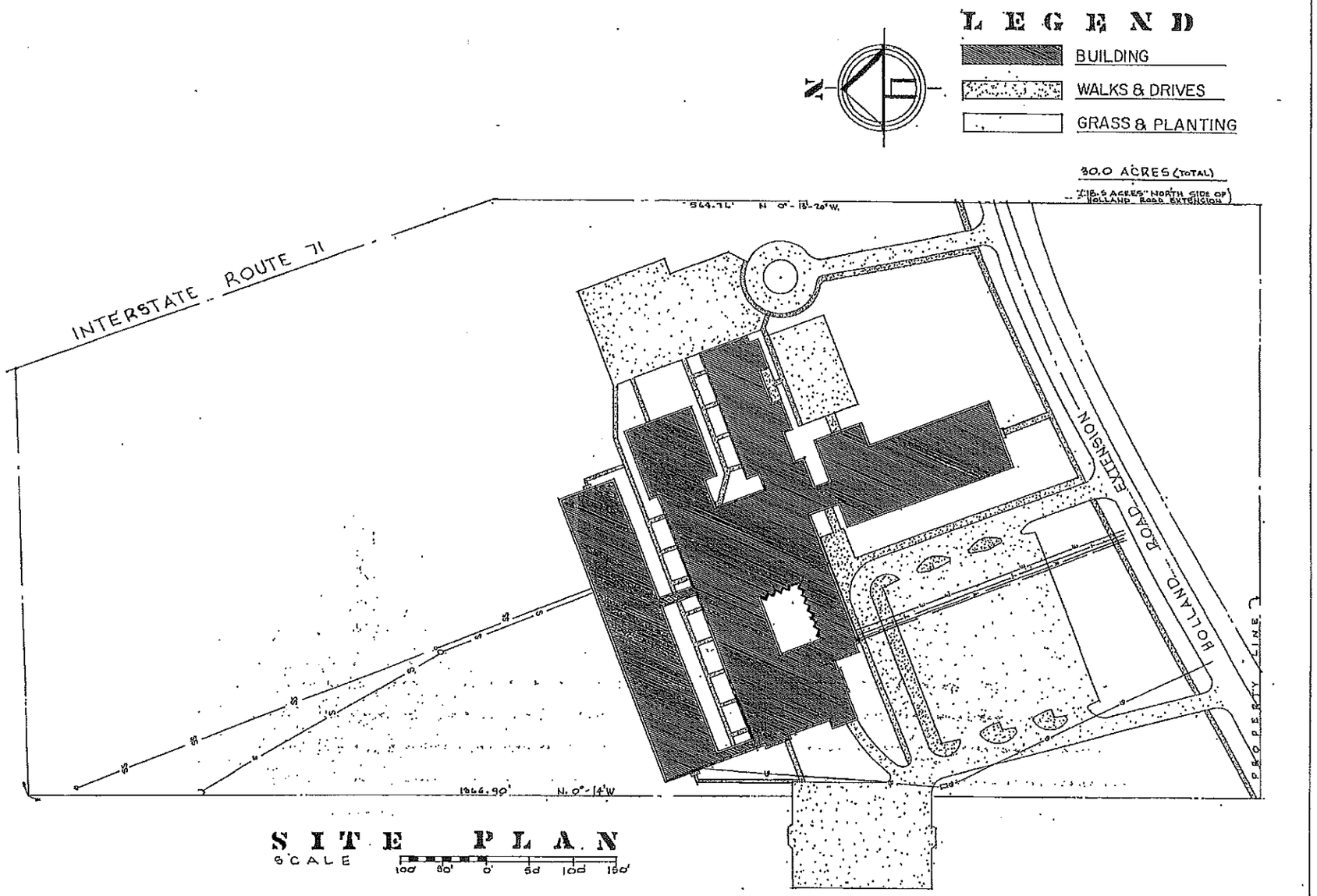
Its: Treasurer/CFO, Jill A. Rowe

For City of Brook Park ("City")

By: _____

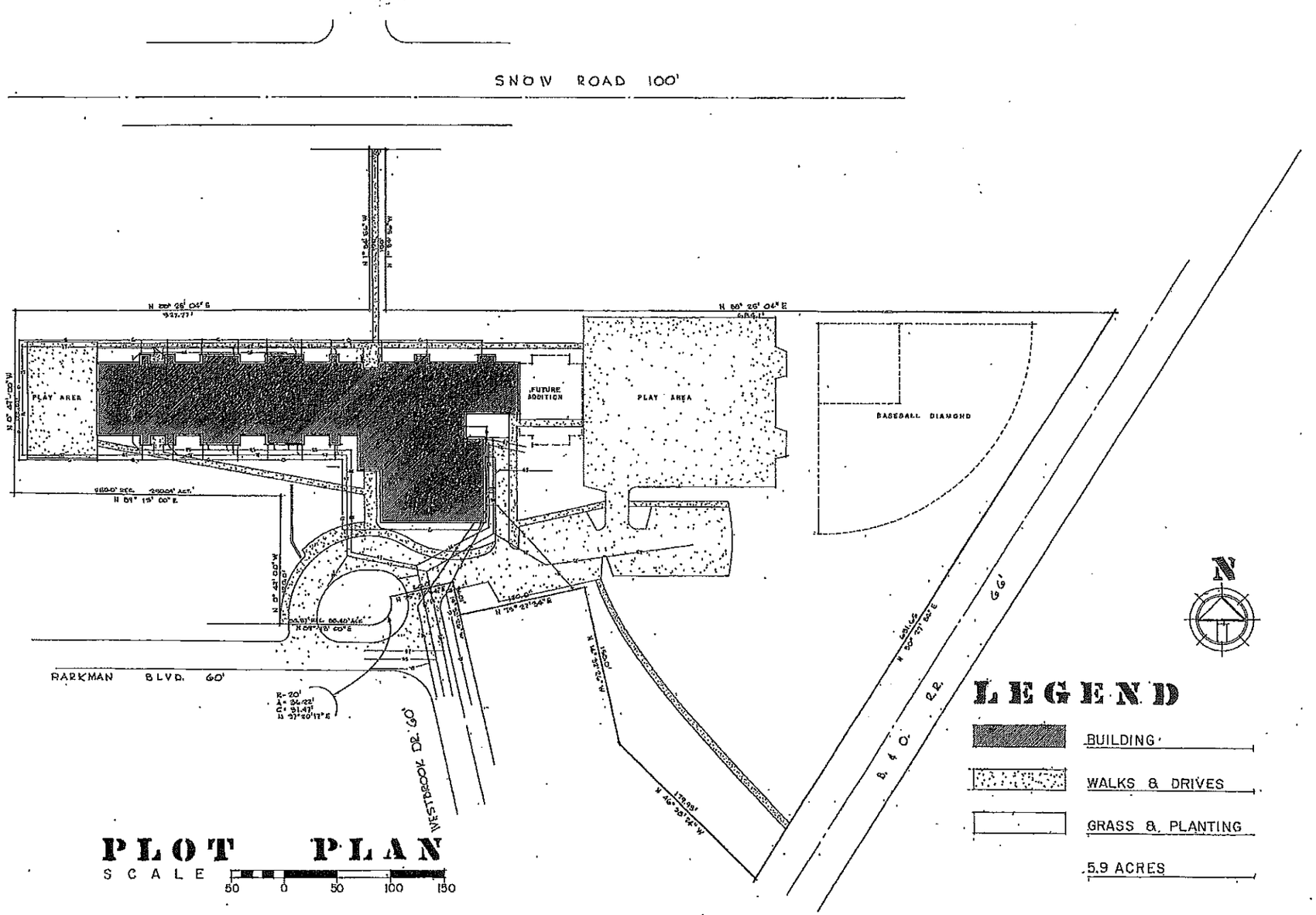
Its: Mayor

EXHIBIT A



BOARD OF EDUCATION BEREA CITY SCHOOL DISTRICT BEREA OHIO	BROOKPARK MEMORIAL SCHOOL BROOK PARK OHIO	J-1
SEPT. 1, 1966		

EXHIBIT B



BOARD OF EDUCATION BEREA CITY SCHOOL DISTRICT BEREA, OHIO	BROOKVIEW ELEMENTARY SCHOOL BROOKPARK OHIO	U-1
SEPT. 1, 1966		

Brook Park Police Department and Berea City School District's School Resource Officer (SRO) Program Agreement Memorandum of Understanding (MOU)

I. Background Information

The goals of SRO's are typically very broad, such as; 1) Bridging the gap between police officers and students, 2) Increasing positive attitudes toward law enforcement, 3) Encouraging more cooperation between students and police, 4) Reducing juvenile crime and 5) Ultimately helping to develop an atmosphere conducive to learning. The roles of an SRO are that of Law Enforcement Officer, Teacher, and Counselor. The key to a successful SRO program is that it is designed to meet the specific needs of the community.

This document will serve as the written agreement between the Berea City School District and the Brook Park Police Department. This agreement establishes the needed commitment and support from both institutions. This document also provides a series of guidelines and policies relevant to the performance of the School Resource Officer, and will be the guiding document officers, school administrators, city administration, and students and their caregivers look to for structure and accountability. Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation, which exists between the participating entities listed above and all community stakeholders.

II. Purpose

This MOU establishes and delineates the mission of the School Resource Officer Program, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and decrease the number of youth formally referred to the juvenile justice system.

III. Mission

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO

Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. SROs will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. SROs will serve as positive role models to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. SROs will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

IV. Brook Park SRO Program Goals

The goals of the Brook Park SRO Program include:

1. To ensure a safe learning environment for all children and adults who enter the building.
2. To prevent and reduce potential harm related to incidents of school violence.
3. To foster a positive school climate based on respect for all children and adults in the school.

The SRO program will be unique to the City of Brook Park based on input from the school administration, teachers, faculty and students. The program will be fashioned to fulfill three overall roles:

1. Law Enforcement
2. Fostering Positive School Climate/Crime Prevention
3. Education

Law Enforcement Role - The SROs will be responsible for the majority of law enforcement activities occurring at the schools during school hours but not general student discipline. This will involve the traditional enforcement activities of arrests, filing charges, etc. The officer is also responsible for conducting follow-up investigations at the request of other police division personnel and for passing relevant information on to patrol and detective personnel. In addition, the officer is responsible for information sharing between school officials and the police division. To establish and maintain credibility it is imperative that the SRO does not compromise his/her position as an enforcement authority.

While enforcement is a role of the SRO, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort; provided, however, that the SRO's discretion to act remains the same as that of any other police officer. The officer in conjunction with school resources could serve as coordinator of an alternative to a suspension/arrest program where a form of community service may be done and coordinated by the officer in a school setting.

SROs are not responsible for general student discipline. A determination of whether an activity raises to the level of a law enforcement activity shall be made in consultation with a school administrator; provided, however, that the ultimate determination shall be made by the SRO in his or her reasonable discretion. Parents, students, teachers and other school personnel should

bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

Fostering Positive School Climate/Crime Prevention Role - One of the primary roles SROs fulfill is fostering a positive school climate through relationship-building and crime prevention. Officers will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. Officers may also complete security surveys analyzing the physical safety of school property and facilities. The officer will be responsible for security at special events occurring during the school day such as assemblies. Additionally, the officer will act as a resource to the faculty and staff of the school to advise on matters relative to criminal activity. This includes the SRO being an active member of the Berea City School District Safety & Security Committee. Finally, the officer will coordinate or conduct crime prevention presentations for faculty, staff and students.

Role in Education –SROs should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, SROs are embedded in the education fabric within the school. SROs are expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

V. Organizational Structure

A. Composition

The SRO Program will consist of a full time Police Department personnel that is certified Peace Officers for the State of Ohio and meet all requirements as set forth by the Berea City School District and the Brook Park Police Department's Rules and Regulations. One officer will be assigned to the Brookview Elementary and Brook Park Memorial Elementary (and to the new Elementary School once it opens).

B. Officer Recruitment & Selection

School officials and the Police Department shall agree on guidelines for the selection of officers to serve as SROs. The ultimate selection process and appointment of the SRO is completed by the Brook Park Police Chief.

SROs shall meet three general criteria:

1) College or degree coursework – SROs are in an educational atmosphere and will be instructing in elementary school classes. To increase credibility in this area a college education would be beneficial and preferred.

2) Experience as a police officer and commitment to student well-being – SROs must have a minimum of two years' experience as a patrol officer, be at least 21 years of age and are preferred to have experience with juvenile assignments. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential.

3) Successful performance – All candidates should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action.

C. Training Requirements

SROs shall complete a minimum of 40 hours of initial training that covers responsibilities and limitations of SROs, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SROs into a positive school environment. In addition, it is recommended that SROs receive additional training each year on topics such as trending school based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, PBIS, and cultural competence.

VI. Operational Procedures

Chain of Command for SROs: The SRO will be ultimately accountable to the Brook Park Police Department chain of command. However, while at the school, the SRO will be additionally accountable to the principal or their designee. The SRO is expected to cooperate with the school officials, including administrators and faculty. The SRO will abide by school policy and respond to the requests of school officials.

The SRO's activity in the school is guided by the following procedures and supervision and evaluation shall be provided by the school principal and/or their designee to effectively support the SROs efforts and monitor their progress. Especially in the beginning, this person will be very important to assure acceptance and successful implementation of the program. This person will help coordinate the officer's presence in the various classrooms to insure maximum utilization of the officer in an educational role.

A. Duties

The primary functions of the SRO are to help provide a safe and secure learning environment, foster a positive school climate, reduce/ prevent crime, serve as an educational resource, and serve as a liaison between the school and the police department. Specific daily assignments to

accomplish this function will vary by school. The SRO and school principal or designee will meet on a regular basis to discuss plans and strategies to address specific issues or needs that may arise. As required by law, SROs should never be assigned to duties within schools in place of or in lieu of a certified teacher.

Basic responsibilities of the SRO will include but will not be limited to:

1) To enforce criminal law and protect the students, staff, and public at large against criminal activity.
2) Foster mutually respectful relationships with students and staff to support a positive school climate.
3) Provide information concerning questions about law enforcement topics to students and staff.
4) Provide classroom instruction on a variety of topics including, but not limited to, safety, public relations, occupational training, leadership, and life skills.
5) Coordinate investigative procedures between police and school administrators.
6) Handle initial police reports of violent crimes committed on campus.
7) Take enforcement action on criminal matters when appropriate and after consultation with school administrators.
8) Attend school special events as needed.
9) Prepare lesson plans as necessary for the instruction provided.
10) Collect data on SRO activities (arrests, citations, etc.)

B. Uniform

SROs will be present in City issued uniforms and armed consistent with the Brook Park Police Department Rules & Regulations.

C. Daily Schedule

The SROs will normally work Monday through Friday. These times are contingent upon Berea City School District defining specific times for the school year. The SRO may adjust their schedule, with approval from their supervisor, in order to accommodate school activities and requests. The SRO is expected to leave information with school officials regarding their whereabouts when off campus. There may be occasions when the SRO is absent. At these times the Division of Police will not normally provide a substitute.

D. Special Events

To be determined by the commanding officer and the school administrators consistent with this Agreement.

E. Summer Activity

SROs should accomplish as much of the required training as possible during the summer months when school is not in session. SROs may still be involved in some summer projects with the

school district; however, they will spend the majority of this time on Police Department assignments.

F. Role in Responding to Criminal Activity

One of the roles of SROs, as law enforcement officers, is to engage in traditional criminal investigation and report taking. As a police officer, SROs have the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. SROs, however, perform their duties mindful of the parties' common goal of supporting student success. The following procedures will help SROs be as effective as possible in this role:

1. The SRO should be informed of all criminal activity, which occurs on school campus during the day regardless of the seriousness of the offense. The SRO, as part of the monthly activity report, will also inform school administration of all criminal activity occurring on campus to make sure all interested parties remain informed.
2. Typically, for misdemeanor offenses other than drug offenses and offenses of violence, the SRO working cooperatively with the school administration will determine whether formal charges will be filed; provided that the ultimate decision shall remain with the SRO. For drug offenses and offenses of violence the SRO will normally file juvenile charges.
3. For all felony offenses the SRO will normally file charges or facilitate the filing of formal charges in conjunction with school administration and other Police personnel.
4. Any SRO assigned to a function outside the Brook Park City limits shall also adhere to the following guidelines:
   a. When informed of any felony, critical incident or situation warranting the evacuation of a school building, the SRO will personally notify the Police Department of jurisdiction or ensure that such contact is made.
   b. When informed of any misdemeanor offense, other than those listed in section (a) above, the SRO and the school, working cooperatively, will determine whether or not to report the incident; provided that the ultimate decision shall remain with the SRO.
   c. The SRO's powers to arrest will be governed by the Ohio Revised Code. If the SRO does make an arrest, he/she will contact the police department of jurisdiction as soon as practical to conduct an ensuing investigation.
   d. If the SRO is faced with a situation where he/she could file a delinquency or unruly complaint against a juvenile for any delinquent or unruly offense that occurs at the event, he/she will first liaise with the police department of jurisdiction. If the police department of jurisdiction does not object, the SRO will proceed with charges.
5. If the SRO learns of any incident which results in a victim who is a student or who is under the age of 18 years, and the incident meets (or could meet, after investigation) the elements of a criminal offense, the SRO will document the incident on an official Offense Incident Report, and the parent(s) or guardian(s) of the victim will be notified by the SRO. Moreover, the SRO will advise the parent(s) or guardian(s) of the nature of the event, and their option to pursue criminal prosecution. In the event the SRO has made an arrest, or the parent/guardian request official action, the SRO will fulfill the appropriate reporting and investigatory measures. Should the parent/guardian decline official action when there is a crime and victim, the SRO will be the reporting party.

6. Any incident that, on the surface appears to meet the elements of a criminal offense will be reported using the Offense Incident Report.

G. Role in School Policy Violations

SROs are not school disciplinarians and violations of the student code of conduct or school's rules that are not criminal matters should always be handled by school faculty and staff, not the SROs. SROs should not directly intervene unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school and will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate school administrator and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO, as a staff member, will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

H. Data Collection

SROs should submit a monthly activity report to the Superintendent of Schools, building principals, and his/her Chief of Police. The report should include descriptions of all activities engaged in by the SRO, including incidents or calls for service, names of students and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system

I. Sharing of Information

Communication and information sharing is essential to the success of the SRO program. The following procedures should be followed to facilitate a free flow of information between school officials and the SRO:

1. Sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio's Public Records Law, and relevant Police Department and Berea City School District policies.
2. The sharing of arrest related information by the SRO with school administration upon request or at the direction of the SRO will involve the dissemination of arrest reports and calls for service filed with the Brook Park Police Department or from other Police agencies coming into contact with students from Berea City School District.
3. Juvenile fingerprints and photos as part of the arrest record will not be shared by the SRO.
4. If the SRO is aware of information on a student that is officially obtained by the Brook Park Police Department, which reflects that the student is in violation of school policies (Student Handbook or Extracurricular Code), the SRO may forward that information to school administration.

5. If a Juvenile is an uncharged suspect in a crime, his/her information will not be released unless authorized by the Chief of Police.
6. Information which the SRO obtains from school personnel which deals with criminal or possible criminal intelligence will be maintained by the SRO as a criminal justice file. This file may be shared with other Police personnel and Criminal Justice Agencies, but will not be part of the student's school record.
7. Hearsay information or rumors will alone, not be the basis for any formal action by the Police Department. It can be used in an intelligence capacity or to validate the need for further investigation.
8. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the Brook Park city limits shall be relayed to the police department of jurisdiction.
9. When any felony occurs or any crime that prompts a Public Information Officer response from the schools or the City or if a school building is evacuated the SRO shall contact his immediate supervisor as soon as possible.
10. The SRO shall have access to any public records maintained by the school to the extent allowed by law. Law enforcement officials may need confidential information in emergency situations based on the seriousness of the threat to someone's health or safety, time sensitivity, and the direct relationship of the information to the emergency.

J. Role in Locker, Vehicle, Personal, and Other Searches

When requested, the SRO may assist school administration in searches of person(s), property or vehicles when there is articulated safety concern such as the following:

1. Student may reasonably be considered a threat to assault the searcher.
2. Student may attempt to escape in a situation in which the student would be a danger to themselves or a danger to others.
3. Student may possess a firearm or knife, a suspicion that may be supported on the slightest articulated indication, including conclusions drawn as a result of teaching or law enforcement experience.

The SRO may perform searches independent of the school administration only under the existing provisions of Ohio Revised Code and the Brook Park Police Department Policy and Procedures. SROs will not ask a school employee to conduct a search for law enforcement purposes.

K. Limits on Interrogations and Arrests

1. **Interrogations** –SROs may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights in age- appropriate language and informing the student's parent(s) or guardian(s). Parents/guardians should be allowed sufficient time to arrive at school to be present for interrogation.

2. **Arrests** –Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve serious physical injury or a weapon, should be considered school

discipline issues to be handled by school officials rather than criminal law issues warranting formal law enforcement intervention.

i. Building principals and the Superintendent or her designee shall be consulted prior to an arrest of a student when practical.

ii. The student's parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.

iii. Unless there is a serious and immediate threat to student, teacher, or public safety, SROs shall not use physical force or restraints on students.

L. Role in Critical Incidents

The SRO will be familiar with the emergency operations manual of the Berea City School District. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

M. Role in Truancy Issues

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

VII. School District Responsibilities

The Berea City School District shall provide the SRO of each campus and any SRO supervisor the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:

1) Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.
2) A location for files and records which can be properly locked and secured.
3) A desk with drawers, chair, work table, filing cabinet, and office supplies.
4) The opportunity for SROs to address teachers, school administrators and student families about the SRO program, goals, and objectives.
5) The opportunity to provide input regarding criminal justice problems relating to students.
6) The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.
7) The District Emergency Operations Manual, Crisis Plan, Student Handbook/Code of Conduct and other related materials as deemed appropriate.
8) School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.
9) SROs shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws.

10) Encourage attendance for secondary Assistant Principals at NASRO Basic SRO training.
11) Provide training to teachers, administrators, staff and SROs about when to directly involve SROs with student misconduct and about available alternatives to arrest.

VIII. Crisis Planning

The Berea City School District and the City of Brook Park Police and Fire Departments will coordinate Crisis Planning and training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the district should be adhered to.

Lock down drills shall be included as part of the District's preparedness plan. The Brook Park Police Department shall be included in the creation of lock down procedures so that first responders are familiar with procedures. Lock down procedures should be trauma-informed and consistent throughout the district.

IX. Reviewing the MOU and SRO Program

The assigned parties shall review the MOU/SRO Program continually and make adjustments as needed. Any revisions will be reflected in an updated MOU.

Complaints against the SRO shall follow the normal complaint process of the Brook Park Police Department and include notice to the appropriate school administrators. This process will be made known to parents and students through the Parent/Student Handbook.

X. Problem Resolution

Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent of the Berea City School District and the Brook Park Police Chief or their designees.

XI. Cost-Sharing

The SRO program is a unique opportunity for the City of Brook Park Police Department and the Berea City School District to expand our partnership for the benefit of our community's youth. The two SROs will be employees of the City of Brook Park and compensated according to the City of Brook Park ordinances and collective bargaining agreements. The Berea City School District and City of Brook Park wish to divide all costs associated with the employment of the two SROs equally.

The SROs will document the time spent providing service to the Berea City School District in the capacity of SRO and the time providing service to the City of Brook Park in the capacity of patrolmen outside of school district activities. The Berea City School District will reimburse the City of Brook Park for one half (1/2) of the costs associated with the officer providing service as the SRO. The documented time spent by the SROs in training as required by Section V.C. of the MOU shall be reimbursed as costs associated with the officers providing services as the SROs. Any grant funds received by either entity for the

hiring/assigning of SROs or DARE grant funds obtained when the SRO also serves as the DARE Officer will be allocated equally in calculating the cost-share for each entity. The City and School District will cooperate in the application of any applicable grant funds to offset the cost of hiring/assigning SROs.

The City of Brook Park shall provide itemized invoices to the Berea City School District for the costs incurred in the SRO program. The Berea City School District shall then reimburse the City by delivering payment within sixty (60) days of said invoice.

IN WITNESS WHEREOF, the Berea City School District and the City of Brook Park, by their respective duly authorized agents, have executed this Agreement on the dates set forth next to their signatures, with proper authorizations in accordance with law.

BEREA CITY SCHOOL DISTRICT

By: Michael Sheppard
Michael Sheppard, Superintendent

Date: Feb 15, 2019

Signed in the presence of:

Ana Chapman
Ana Chapman, Board of Education President

Jill A Rowe
Jill Rowe, Treasurer/CFO

CITY OF BROOK PARK

By: _____
Mike Gammella, Mayor

Date: _____

Signed in the presence of:

_____

LEASE AND MAINTENANCE AGREEMENT
CITY OF BROOK PARK
AND
BEREA CITY SCHOOL DISTRICT

LEASE AND MAINTENANCE AGREEMENT (the "Agreement"), executed as of this 11th day of February, 2019 and with an Effective Date of February 11, 2019, is entered into by and between the City of Brook Park, an Ohio municipal corporation ("City") and the Berea City School District, an Ohio political subdivision ("School District").

RECITALS

A. The City is the owner of John F. Kennedy Baseball Field near the Brook Park Memorial Elementary School at 16900 Holland Road, Brook Park, Ohio (the "Park").

B. The School District's high school baseball field was taken out of service as part of the construction of the new high school.

C. The School District wishes to lease the baseball field known as the John F. Kennedy Baseball Field (the "Ballfield") during the varsity baseball season.

D. The School District and City want to make various improvements as described on Exhibit A in order that the Ballfield meets OHSAA standards for the Spring of 2019.

For good and valuable consideration, and based upon all of the mutual promises contained herein, the City and the School District agree as follows:

Article 1. Lease

1.1 Leased Premise. City hereby leases to School District the Ball Field, located near 16900 Holland Road, Brook Park, Ohio and such parking as is needed to host OHSAA ball games ("Premises").

1.2 Leased Term. The Term of the Lease shall commence on February 11, 2019, and shall continue for a period of fifty (50) years; provided, however, that School District may terminate the Lease prior to the expiration of the Term by giving ninety (90) days written notice to City.

1.3 Use of Premises. School District's use of the Premises during the Leased Term is not exclusive. The School District's use shall be exclusive during the Ohio High School Athletic Association (OHSAA) baseball season. The City may use the ball field with the School District's permission during the high school baseball season. The City shall

retain access to the Premises during all other times during the Term of the Lease. The general public shall also retain access during the Term of the Lease, exclusive of any temporary closures of all or part of the Premises necessitated by construction, landscaping or similar activities conducted on the Premises.

1.4 Improvements. The Parties have agreed to this Lease in the contemplation that the School District will make improvements on the Premises as described on Exhibit A. The School District will contract for the Improvements and pay the contractors. The City will reimburse the School District $122,831 in Fiscal Year 2018-2019 and $122,831 in Fiscal Year 2019-2020 for its expenses upon proper documentation that the contractor has been paid provided that it shall not be responsible for any costs in excess of $245,662 unless it approves those costs in writing.

1.5 Maintenance. The School District shall be responsible for enforcing any warranty or defective workmanship claims. The School District shall be responsible for maintenance of the infield of the ball field during the Term of the Lease. The School District shall be responsible for chalking the ball field during the high school baseball season. The City shall be responsible for maintenance of the outfield at all times including cutting the grass. During the Term of the Lease, the School District shall name the City as an additional insured on its liability insurance, if any.

1.6 Ownership of Improvements. The City shall acquire title to and ownership of any Improvements on Premises that are incorporated into the Premises.

1.7 Property Insurance. Each party shall maintain liability insurance in such amounts as they determine sufficient to protect themselves. The City may elect to purchase property insurance on the ball field or any improvements thereon. The School District will **not** purchase property insurance on the ball field or any improvements thereon.

1.8 Construction. The School District will provide periodic updates to the City regarding the construction of the Improvements described on Exhibit A. The City may visit the Premises by providing prior notice to the School District.

Article 2. Miscellaneous

2.1 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or sent by electronic facsimile, overnight mail or Federal Express and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, on the date of posting by the United States Post Office, (iii) if given by electronic facsimile, by overnight mail or by Federal Express, when received by the other party. Notices shall be given at the following addresses:

To the School District:
Berea City School District
390 Fair Street
Berea, OH 44017
Attention: Superintendent

To City:
City of Brook Park
6161 Engle Road
Brook Park, Ohio 44142
Attention: Mayor

2.2 Brokers. No party is obligated to pay a real estate broker's commission in connection with this Agreement. Each party shall hold the other harmless from all damages resulting from any claims that may be asserted against the other party by any broker, finder, or other person, with whom the first party has, or purportedly has, dealt.

2.3 Assignment. Neither City nor School District may assign the rights conferred by this Agreement.

2.4 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision or to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

2.5 Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver or any preceding or succeeding breach thereof, or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act except those of the waiving party, which shall be extended by a period of time equal to the period of the delay.

2.6 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

2.7 Time. The Parties acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision hereof and that failure to timely perform any of the terms, conditions, obligations or provisions hereof by either Party shall constitute a material breach of and a noncurable but waivable default under this Agreement by the Party so failing to perform. Should the expiration of any time or deadline fall on a Saturday, Sunday or legal holiday, the time for performance shall be deemed extended to the next business day.

2.8 Entire Agreement. This Agreement (including all exhibits attached hereto) is the final expression of, and contains the entire agreement between, the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, superceded, canceled or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the Party to be charged or by its agency duly authorized in writing or as otherwise expressly permitted herein. The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto and lawful assignees.

2.9 Construction. Headings at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared the same. Unless otherwise indicated, all references to sections and subsections are to this Agreement.

2.10 Governing Law. The parties hereto acknowledge that this Agreement has been negotiated and entered into in the State of Ohio. The Parties hereto expressly agree that this Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Ohio.

THE PARTIES have executed this on the date first written above.

THE CITY OF BROOK PARK
An Ohio municipal corporation

By: Michael D. Gammella
Its: Mayor

By: Gregory Cingle
Its: Director of Finance

BEREA CITY SCHOOL DISTRICT
Michael Sheppard

By: Michael Sheppard
Its: Superintendent of Schools
Jill A Rowe

By: Jill Rowe
Its: Treasurer
Ana Chapman

By: Ana Chapman
Its: Berea Board of Education President

EXHIBIT E

	EMOD CONSTRUCTION CO. BEREA CITY SCHOOL DISTRICT BROOKPARK MEMORIAL BALLFIELD REPROGRAMMING	**EMOD. LLC** 16340 BROADWAY AVENUE MAPLE HEIGHTS, OHIO 44137 Telephone: 216-798-9565 Fax: 216-510-5044

CUSTOMER:	BEREA CITY SCHOOL DISTRICT
PROJECT:	BROOKPARK MEMORIAL 2018-2019 BALLFIELD REPROGRAMMING SERVICES
LOCATION:	16900 HOLLAND ROAD, BROOKPARK, OHIO
DATE:	MONDAY, OCTOBER 22, 2018
QUOTE REVISION:	BUDGET PROPOSAL FOR TURNKEY REPROGRAMMING SERVICES

Pricing Valid for 30 Days

FURNISH ALL DESIGN, ENGINEERING, LABOR, MATERIAL, LICENSING, EQUIPMENT, AND MANAGEMENT TO PERFORM THE SERVICES IDENTIFIED IN THIS BUDGET PROPOSAL. THE 3 SET BACK FROM HOME PLATE THE BACKSTOP WALL PLAN IS THE BASIS OF THIS PROPOSAL.

1.			
ARCHITECTURAL DESIGN, CIVIL DESIGN, SURVEY, & PERMIT SERVICES	PROVIDE CIVIL ENGINEERING SCOPE, ARCHITECTURAL DESIGN SCOPE, AND SURVEYING AS REQUIRED TO DEVELOP THE FINAL BALLFIELD DESIGN, IDENTIFY THE DEMOLITION SCOPE, REDESIGN THE ELECTRICAL SERVICE, AND THE SITE CONSTRUCTION SERVICES FOR THE COMPLETE REPROGRAMMING OF THE BALLFIELD SCOPE MAKE APPLICATION, SUBMITTALS, AND PROCURE PERMITS FOR ALL SERVICES PERFORMED. PERMIT FEES ARE INCLUDED BY AN ALLOWANCE OF $1,500.	$ 14,868	
DEMOLITION SCOPE.	REMOVAL AND SALVAGE OF THE BASES, HOME PLATE AND PITCHER'S RUBBER. REMOVAL AND PARTIAL SALVAGE OF THE OUTFIELD FENCING. DISCONNECTION AND REMOVAL OF THE (3) POLE LIGHTS SERVICING THE BALLFIELD. AND THE (2) POLE LIGHTS SERVICING THE FOOTBALL FIELD. CUTTING AND REMOVAL ,OF THE SIDEWALKS, DRIVEWAY PAVEMENT AND CURBS, PLAYGROUND PAVEMENT, FENCE POLE FOOTERS, GRAVEL WARNING STRIP, BALLFIELD LAWN TO CREATE THE NEW INFIELD, SCOREBOARDS (2), AND PLAYGROUND FENCING AS REQUIRED. DISPOSAL OF ALL DEBRIS RESULTING FROM THE DEMOLITION SERVICES. REMOVAL AND SALVAGE OF THE FOOTBALL FIELD ALUMINUM BLEACHERS CURRENTLY PLACED IN THE BALLFIELD REPROGRAMMING AREA. REMOVE FOOTBALL FIELD FENCING AND GATE AS REQUIRED.	$ 64,856	

ELECTRICAL SCOPE	DEMOLITION OF THE EXISTING ELECTRICAL DISTRIBUTION CENTER. COORDINATION AND RELOCATION OF THE EXISTING TRANSFORMER. INSTALLATION OF A NEW ELECTRICAL DISTRIBUTION CENTER. WITH FENCE ENCLOSURE (SEE FENCING SCOPE). EXTEND AND REFEED THE FOOTBALL FIELD LIGHTING AND OTHER ELECTRICAL SERVICES CURRENTLY SUPPLIED BY THE RELOCATED TRANSFORMER AND THE EXISTING ELECTRICAL DISTRIBUTION CENTER. THE UTILITY COMPILE FEES FOR THE RELOCATION OF THE TRANSFORMER ARE ADDRESSED BY AN ALLOWANCE OF ($4,000). ANY REMAINING FUNDS WILL BE CREDITED TO THE PROJECT CONTINGENCY.	$ 16,933	
FENCING SCOPE	FURNISH AND INSTALL NEW OUTFIELD AND SIDE LINE FENCING PER THE NEW DESIGN LAYOUT. INSTALL NEW FOUL POSTS WITH COVERS. INSTALL SALVAGED AND NEW FENCE TOP GUARDS ON THE OUT FIELD FENCE. REPROGRAMMING SCOPE FOR THE BACK STOP PER THE NEW DESIGN DETAILS. REWORK OF THE EXISTING PLAYGROUND FENCING TO ENCLOSE THE PLAYGROUND AREA. CONSTRUCT A FENCE ENCLOSURE AROUND THE ELECTRICAL DISTRIBUTION CENTER AND TRANSFORMER WITH REQUIRED ACCESS GATE.	$ 32,568	
PAVEMENT SCOPE	REWORK OF THE PARKING LOT ENTRANCE AND STRIPING LAYOUT. INSTALLATION OF A NEW SIDEWALK AROUND THE NEW BALLFIELD FOR ACCESS TO THE PLAYGROUND.	$ 17,700	
BALLFIELD SCOPE	REMOVAL OF THE LAWN AREAS AS REQUIRED TO ENLARGE THE CLAY INFIELD. REMOVAL OF THE WARNING STRIP. INFILL AND GRADING OF THE EXPANDED OUTFIELD AREAS. SURF ACE COMPACTION AND PLANTING SERVICES FOR THE NEW FIELD AREAS. INSTALLATION, GRADING, AND COMPACTION OF THE NEW INFIELD AREAS. INSTALLATION OF THE NEW BASES, HOME PLATE AND PITCHER'S MOUND. INSTALLATION, GRADING AND COMPACTION OF THE OUTFIELD WARNING STRIP.	$ 98,737	
TOTAL	**BUDGETARY ESTIMATE FOR THE COMPLETE REPROGRAMMING SERVICES OF THE BALLFIELD. PLEASE NOTE THAT THIS IS A PRE-DESIGN BUDGET AND PRE-SURVEY BUDGETARY PROPOSAL.**	$ 245,662	

THIS INFORMATION IS PROVIDED BY EMOD, LLC FOR USE AND REVIEW BY THE CUSTOMER. EMOD, LLC REQUESTS THAT THIS IS ONLY USED FOR THIS PURPOSE.

CITY OF BROOK PARK

Building Department

BUILDING PERMIT FEE CALCULATION WORKSHEET

Date:		**Project Type:**	**New Construction**
Project:	**Brook Park Elementary School**		
Address:	**17001 Holland Road**		
Occupancy Class:		**Type of Construction:**	
Valuation:	**25.8 Million**	**Square Footage:**	**120,445**

BUILDING PERMIT FEE						
New Construction						
Base Fee					$	300.00
		(Based on Maximum Fee of				
Valuation	25.8 Million	$100,000)		=	$	99,700.00
3% State Assessment					$	3,000.00
Building Permit Total					$	103,000.00
ELECTRICAL PERMIT FEE						
New Construction						
Base Fee					$	400.00
Transformers/ Generators					$	2,815.00
Pole Lighting	62	x	$	60.00 =	$	3,720.00
1202 - Units					$	4,810.56
Fire Alarm					$	4,810.56
3 % State Assessment					$	496.68
Electrical Permit Total					$	17,052.80
ELECTRICAL PERMIT FEE						
Low Voltage Wiring						
Phone/Data					$	4,810.56
Security System					$	4,810.56
A/V					$	4,810.56
3 % State Assessment					$	144.32
LOW VOLTAGE PERMIT FEE					$	14,576.00

EXHIBIT F

HVAC PERMIT FEE						
New Construction						
Base Fee					$	500.00
1202 - Units					$	3,606.00
Misc. Units					$	1,200.00
3% State Assessment					$	159.18
HVAC Building Permit Total					$	5,465.18
PLUMBING PERMIT FEE						
New Construction						
Base Fee					$	500.00
1202 - Units					$	4,808.00
Sanitary Tie In					$	2,000.00
Storm Tie In					$	2,000.00
3 % State Assessment					$	279.24
Plumbing Permit Total					$	9,587.24
PLUMBING PERMIT FEE						
Sprinkler System - 922 HEADS						
Base Fee					$	250.00
# of Heads	922	X	$	5.00	$	4,610.00
3 % State Assessment					$	145.80
Sprinkler Permit Total					$	5,005.80
BUILDING PERMIT FEE						
Asphalt/Concrete						
Base Fee					$	200.00
173,946 Sq. Ft.				=	$	6,957.84
3% State Assessment					$	214.74
Building Permit Total					$	7,372.58
BUILDING PERMIT FEE						
Sewers/Drains						
Base Fee					$	150.00
9042 Sq. Ft.					$	2,640.00
3% State Assessment					$	83.70
Building Permit Total					$	2,873.70
ESTIMATED PERMIT FEES:					$	164,933.30

ADDENDUM
TO
MEMORANDUM OF UNDERSTANDING

This Addendum to the Memorandum of Understanding (this "Agreement" dated as of February 15, 2019), is made between the **Berea City School District** (hereinafter collectively called "District"), and the **City of Brook Park** (hereinafter called "City" and together, with the District "the Parties").

Recitals:

A. District is the owner of Brook Park Memorial (Memorial on approximately 18 acres) which is valued at approximately $432,000.00 and Brookview Elementary (Elementary on approximately 10 acres) which is valued at approximately $240,000.00, for a total of $672,000.00

B. The parties agree that the total amount of permit and building fees waived for the construction of a new elementary school at the site of the former Ford Middle School is the sum of $164,933.30.

C. The total cost of improvements to the Baseball Field is the sum of $245,662.00. Bids and permits were procured by District in accordance with applicable law.

D. City and District agree that the total cost to the City regarding the School Resource Officer (SRO) shall be the sum of $261,404.70, to be paid through the end of calendar 2023.

E. City and District acknowledge that pursuant to the above referenced Memorandum of Understanding that they have agreed to exchange Memorial and Elementary for a leasehold interest in the Baseball Field, cost of improvements to Baseball Field, waiver of building permit fees and certain allocation of expenses associated with the SRO, pursuant to Ohio Revised Code Sections 3313.40 and 3313.41, subject to the terms and conditions hereinafter set forth. This Addendum is intended by the parties' to clarify issues that have arisen concerning the parties' costs and obligations under the terms of the original Memorandum of Understanding, which is fully incorporated herein.

NOW, THEREFORE, the City and District agree as follows:

1. **Baseball Field**. The location provided by the City for storage of maintenance equipment, bases and other related equipment shall be an existing building. Further, the City will permit the District's baseball players, coaches and spectators to use the restrooms in the recreation center. City has no obligation to construct new restrooms to service the park.

   The District anticipates that it will receive alternate funding for a new scoreboard to be constructed and used at the Baseball Field site. City shall therefore have no obligation to pay for the construction of a new scoreboard. In the event that District is unsuccessful in obtaining alternate funding, City and District agree to equally split the cost of a new scoreboard, the details of which will be determined by a separate agreement.

   The City will reimburse the District for those Exhibit E improvements as described in the Lease.

2. **School Resource Officer**. The City shall pay for 100% of the costs of one School Resource, up to the sum of $261,404.70. The parties agree that they shall calculate the cost of the School Resource Officer on an annual basis. The cost of the SRO will be calculated based upon the number of days in the District school year. On December 31, 2023, or upon the date the cost of the SRO reaches the sum of $261,404.70, whichever event shall occur first, the Parties begin shall share the costs of the SRO.

Should the total cost of the improvements to the Baseball Field exceed the sum of $245,622.00 then the balance of the excess cost shall be deducted from the sum of $261,404.70 owed for the SRO.

In the event that either party receives a grant for the cost of the SRO, said funds shall be equally shared and applied to the cost of said SRO.

The parties shall execute a SRO Agreement in the form of Exhibit C.

3. **Terms.** The Parties agree that any of the terms of the Memorandum of Understanding not specifically modified in this Addendum shall remain effective and in full force.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date above first written.

For Berea City School District ("District")

By: _____

Its: Superintendent of Schools

For City of Brook Park ("City")

By: _____
Its: Mayor